



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

**NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, JANUARY 28, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.**

**DECLARATION OF A QUORUM AND CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**CITIZENS WISHING TO ADDRESS CITY COUNCIL**

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

**EXECUTIVE SESSION**

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

1. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Municipal Court Associate Judge).

**OPEN SESSION**

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

**CONSENT AGENDA**

*All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by*

*the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.*

- [2.](#) Discussion and possible action on a request from Habitat for Humanity to waive building permit and utility connection fees for 212 W. Myrtle.
- [3.](#) Discussion and possible action to approve Resolution No. 20250128-003 authorizing the submission of a General Victim Assistance Grant to the Office of the Governor, Criminal Justice Division, to fund a Crime Victim Assistance Program in the Police Department.

## **PUBLIC HEARINGS AND ACTION ITEMS**

- [4.](#) Conduct a Public Hearing, discussion, and take possible action on an Ordinance adopting the proposed City of Angleton Comprehensive Fee Schedule, as related to the User Fee Study. (Public Hearing left open from 1/14/25 meeting)

## **REGULAR AGENDA**

- [5.](#) Update and discussion on the King Municipal Operation Center (KMOC) Project from Brent Boles.
- [6.](#) Update and discussion on the Texas Department of Transportation (TxDOT) Transportation Alternative Grant for the 288B sidewalk improvements.
- [7.](#) Discussion and possible action to approve Amendment No. 1 of the Lift Station No. 8 Sanitary Sewer Collection System Rehabilitation Project with HDR, not to exceed the amount of \$8,045.
- [8.](#) Update, discussion and possible action on the Lead Service Line Inventory with KSA and to move forward with phases 2, 3, and 4.
- [9.](#) Update and discussion on the current status, projects and future improvements of the water system.
- [10.](#) Annual update and discussion of the Ashland Development by the developer.
- [11.](#) Annual update and discussion of the Riverwood Ranch Subdivision Development by the developer.
- [12.](#) Annual update and discussion of the Windrose Green Subdivision Development by the developer.
- [13.](#) Update, discussion and possible action on the Austin Colony Development, located on CR 44, Anchor Road and Tigner St. regarding proposed changes to the Development Agreement for the Public Improvement District (PID) and the approved Land Plan, previously established by Tejas Angleton Development LLC and the City of Angleton.
- [14.](#) Discussion and possible action to consider the Angleton Estuary LLC Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction (ETJ), being a tract containing 107.483 acres of land located in John W. Cloud League, A-169 & the J.DE J.

Valderas Survey, A-380, Brazoria County, Texas out of a 338.705 acre tract recorded in C.C.F. No. 2004075629, O.R.B.C.T. Pursuant to the provisions of Subchapter D, Chapter 42 of the Texas Local Government Code.

- [15.](#) Update and discussion on business signs damaged from Hurricane Beryl.
- [16.](#) Annual update and discussion on the racial profiling report.
- [17.](#) Update and discussion on the City Hall Annex.
- [18.](#) Discussion and possible action on Lakeside Park wildscape proposal.
- [19.](#) Discussion and possible action on Angleton Better Living Corporation transfers to the General Fund for Parks and Right of Ways, Recreation Division, and Angleton Recreation Center Division.
- [20.](#) Discussion and possible action on a hiring freeze and suspension of overtime and comp time for Angleton Recreation Center, Recreation, and Parks and Right of Way Divisions.
- [21.](#) Discussion and possible action on Angleton Recreation Center and Recreation Division decision packages for Fiscal Year 2024-2025.

## COMMUNICATIONS FROM MAYOR AND COUNCIL

### ADJOURNMENT

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

### CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, [www.angleton.tx.us](http://www.angleton.tx.us), in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, January 24, 2025, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez  
Michelle Perez, TRMC  
City Secretary

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





## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** January 28, 2025

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

**AGENDA CONTENT:** Discussion and possible action on a request from Habitat for Humanity to waive building permit and utility connection fees for 212 W. Myrtle.

**AGENDA ITEM SECTION:** Consent Agenda

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

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Melissa M. Alexander, Executive Director of Habitat for Humanity of Southern Brazoria County, a non-profit organization, has requested a waiver of building permit fees and utility connection fees for a proposed Habitat for Humanity home to be located at 212 W. Myrtle (lot 10-11) in Angleton, Texas.

City Council has the discretion to provide a waiver of fees. The last granted fee waiver for the construction of a Habitat for Humanity home was in February 2018. This program is beneficial to the community as it, “promotes dignity and hope and supports sustainable and transformative development.” (2021 Habitat for Humanity International Mission and Vision)

The estimated cost of permitting fees is \$907.50, which includes the Mechanical/Electrical Permits (MEP) at approximately \$300.00.

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**RECOMMENDATION:** Staff recommends City Council waive the permitting fees associated with the construction of one (1) Habitat for Humanity home to be located at 212 W. Myrtle (lot 10-11) in Angleton, Texas.



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** January 28, 2025  
**PREPARED BY:** Lupe Valdez  
**AGENDA CONTENT:** Resolution supporting grant for Victims Assistant

**AGENDA ITEM SECTION:** Consent Agenda

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**BUDGETED AMOUNT:** \$22,023.09 ( 20% Match)      **FUNDS REQUESTED:** \$22,023.09

**FUND:** Payroll (01-525-105)

**EXECUTIVE SUMMARY:,**

Resolution from city council for grant submission for state of Texas

**RECOMMENDATION:**

Approve resolution

**RESOLUTION NO. 20250128-003**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING THE SUBMISSION OF A GENERAL VICTIM ASSISTANCE GRANT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, TO FUND A CRIME VICTIM ASSISTANCE PROGRAM IN THE POLICE DEPARTMENT; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council of the City of Angleton, Texas finds it in the best interest of the citizens of the City of Angleton, for the Angleton Police Department to support a General Victim Assistance Grant for the year 2026; and

**WHEREAS**, the City Council of the City of Angleton, Texas agrees to provide applicable matching funds for the said program as required by the General Victim Assistance Program grant application; and

**WHEREAS**, the City Council of the City of Angleton, Texas agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council of the City of Angleton, Texas assures that the funds will be returned to the Office of the Governors in full; and

**WHEREAS**, the City Council of the City of Angleton, Texas designates the Police Chief as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

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

**SECTION 1.** That the findings set out in the preamble to this resolution are in all things approved and adopted.

**SECTION 2.** That the City Council of the City of Angleton, Texas, approves submission of the grant application for the Crime Victim Assistance Program to the Office of the Governor, for the year 2023.

**SECTION 3.** That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

**SECTION 4.** This resolution shall be effective immediately upon passage.

**PASSED AND APPROVED THIS THE 28<sup>th</sup> DAY OF JANUARY 2025.**

CITY OF ANGLETON, TEXAS

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John Wright  
Mayor

ATTEST:

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Michelle Perez, TRMC, CMC  
City Secretary



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** January 28, 2025

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

**AGENDA CONTENT:** Conduct a Public Hearing, discussion, and take possible action on an Ordinance adopting the proposed City of Angleton Comprehensive Fee Schedule, as related to the User Fee Study.

**AGENDA ITEM SECTION:** Public Hearing

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY.** The City has contracted with Adurra/Gunda to overhaul the City of Angleton Comprehensive Fee Schedule. To accommodate additional forums to allow for public input, Staff presented the Development related fees that have proposed changes to the Planning and Zoning Commission for additional feedback during the last two (2) regular scheduled meetings. Comments and input were received and considered. Staff also held a Comprehensive Fee Schedule workshop on July 25, 2024, before the developers and the general public to gain input and comments.

History:

Developer's Work-session to review the Development related Fees was held on Tuesday, August 6, 2024 on zoom in the Council Chambers at Noon.

The public and the development stakeholders will also be able to give input on the comprehensive fee schedule, as the options are outlined below:

- Email Comments to [planning@angleton.tx.us](mailto:planning@angleton.tx.us)
- Planning & Zoning Commission held Review: October 3, 2024
- City Council Work session held: October 22, 2024
- City Council Work session held: November 12, 2024
- City Council Public Hearing: December 10, 2024
- City Council Public Hearing Continuation: January 14, 2025
- Tentative First Council Action: January 28, 2025.

Staff requests that the City Council continues the Public Hearing, provide for discussion and feedback, as we work towards final consideration and action.

The attached exhibits lay out the proposed changes, including the existing adopted fees and comparisons with surrounding communities.

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**Recommendation.** The City Council is asked to hold the continued Public Hearing, receive any public input, and hold the first reading of the Ordinance adopting the proposed fee schedule updates on the Comprehensive Fee Study. Final Council Action is anticipated to occur in the February 14, 2025 session.

**ORDINANCE NO.**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AMENDING CHAPTER 5 AND 7 AND THE CONSOLIDATED SCHEDULE OF FEES REFLECTING THOSE FEES CONTAINED IN THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS; PROVIDING FOR REPEAL; PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 54.004 of the Local Government Code, a home-rule municipality may enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants; and

**WHEREAS**, pursuant to Section 2.01 of the Home Rule Charter of the City of Angleton, Texas, the City of Angleton, Texas, may make and may pass ordinances for the protection and maintenance of good government, the peace and welfare of the community, and for the performance and functions thereof; and

**WHEREAS**, the City Council of the City of Angleton, Texas, constantly reviews the Code of Ordinances of the City of Angleton, Texas, to identify opportunities to refine and improve such Code of Ordinances; and

**WHEREAS**, the City Council of the City of Angleton, Texas, desires to amend the Code of Ordinances to provide for a uniform and consolidated schedule of fees; and

**WHEREAS**, the City Council of the City of Angleton, Texas, procured and contracted with Gunda/Ardurra Consultants to conduct a Comprehensive Fee Study utilizing both the cost recovery analysis and comparative fee analysis methodology to determining reasonable, fair and equitable fees, as compared to benchmark cities in the region, having similar city composition.

**WHEREAS**, on December 10, 2024, the City of Angleton City Council conducted a public hearing and continued said public hearing until January 28, 2025, discussed and considered the written and proposed user fee recommendations, public, developers, and stakeholder input received since August of 2024 regarding the proposed user fee schedule; and

**WHEREAS**, the City Council of the City of Angleton, Texas, finds and determines that the adoption of a consolidated schedule of fees and of conforming amendments and additions to the Code of Ordinances of the City of Angleton, Texas, necessary to preserve the good government, order, and security of the City of Angleton, Texas, and its inhabitants.

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

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

**SECTION 2.** The Code of Ordinances, City of Angleton, Texas is hereby amended by revising Chapter 2 - Administration, Article X. - Fee Schedule of the Code of Ordinances of the City of Angleton, Texas, which said article and corresponding section(s) shall be amended as follows

and attached is "Exhibit A":

**SECTION 3. (That Chapter 5 be REVISE as follows)** Buildings and Building Regulations, Article V. - Electrical, Division 6. - Permits, Sec. 5-147. - "Electrical permit fees." of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

**"Sec. 5-147. - Electrical permit fees.**

The holder of the master electrician's license making or supervising any installation, alteration or change of the electrical wiring and apparatus in any building within the jurisdiction of the city shall pay the city through the code enforcement department inspections fees in the amount(s) listed in the fee schedule of the City of Angleton for each of the items disclosed by the permit application. In any case, the minimum permit fee charged shall be **\$20.00 as set forth in the fee schedule of the City of Angleton."**

**SECTION 4. (That Chapter 5 be REVISE as follows)** Buildings and Building Regulations, Article VI. - Mechanical Code, Division 5. - Permits and Inspections, Sec. 5-227. - "Mechanical permit fees.", Subsection of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

**"Sec. 5-227. - Mechanical permit fees.**

The person requesting a permit under this article may pay the city through the code enforcement department mechanical permitting fees in the amount(s) listed in the fee schedule of the City of Angleton. In any case, the minimum permit fee charged shall be **\$20.00 as set forth in the fee schedule of the City of Angleton."**

**SECTION 5. (That Chapter 7 be REVISE as follows)** Fire Prevention and Protection, Article I. - In General, Sec. 7-3. - "Permit fees." of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

**"Sec. 7-3. - Permit fees.**

The amount of any fee created in this chapter or referenced in the technical codes shall be specified in the fee schedule of the City of Angleton. Any permit that does not have a set fee by council shall have a fee from this day forward and will have a fee ~~of \$20.00."~~ **as set forth in the fee schedule of the City of Angleton."**

**SECTION 6.** The amended Consolidated Schedule of Fees for the City of Angleton attached hereto as Exhibit "A" is hereby adopted.

**SECTION 7.** All remaining portions of provisions amended by this Ordinance, as contained within the Code of Ordinances of the City of Angleton, Texas, not hereby amended shall remain in full force and effect, in accordance with the terms of this Ordinance, as published in the Code of Ordinances of the City of Angleton, Texas.

**SECTION 8. Repeal.** All ordinances or parts of ordinances inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.



**SECTION 9. Penalty.** Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00), unless such violation is governed by fire safety, zoning, or public health and sanitation including dumping of refuse in which case the fine amount shall not be more than Two Thousand Dollars (\$2,000.00), except where state law provides otherwise, in which case the range of the fine shall be as provided in such state law. Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

**SECTION 10. Severability.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional whether there be one or more parts.

**SECTION 11. Effective Date.** This Ordinance shall take effect immediately upon execution, with passage and approval by the City Council of the City of Angleton, Texas, and shall be enforceable when published, as required by law.

**PASSED AND APPROVED ON THE 11<sup>TH</sup> DAY OF FEBRUARY, 2025.**

CITY OF ANGLETON, TEXAS

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

ATTEST:

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Michelle Perez, TRMC, CMC

## City of Angleton Fee Schedule (Exhibit A)

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
<b>Pre-development meeting</b>		
	NA	First meeting is free. \$50.00 per meeting from meeting #2 onwards. DAWG Meetings requiring Legal or Engineer presence must be prepaid at the hourly consultant rate
<b>Subdivision and Platting</b>		
Preliminary Plat	NA	\$1000.00 (filing / application) fee) + + \$25.00/lot (residential) OR \$30.00/acre (commercial/multifamily)  Subsequent resubmittals \$400/resubmittal, due upon resubmittal
Replat	NA	\$1000.00 (filing /application) fee) + + \$25.00/lot (residential) OR \$30.00/acre (commercial/multifamily)  Subsequent resubmittals \$400.00/resubmittal, due upon resubmittal
Final Plat	NA	\$1000.00 (filing /application) fee) + + \$25.00/lot (residential) OR \$30.00/acre (commercial/multifamily)  Subsequent resubmittals \$400/resubmittal, due upon resubmittal
Development Plat	NA	\$1000.00 (filing /application) fee) + + \$25/lot (residential) OR \$30.00/acre (commercial/multifamily)  Subsequent resubmittals \$400.00/resubmittal, due upon resubmittal
Amending Plat	NA	\$600.00 filing fee + \$6.00 per lot increase (residential) \$600.00 filing fee + \$300.00/acre (non-residential/multi-family)  Subsequent resubmittals \$400.00/resubmittal, due upon resubmittal
Minor Plat	NA	\$600.00 + \$6.00/lot (residential) \$600.00 + \$30.00/acres (nonresidential) \$150.00 (one existing home or business)  Subsequent resubmittals \$400/resubmittal, due upon resubmittal
Vacate Plat	NA	\$600.00/acre
Alley/Easement Abandonment Fee	\$30.00	Cost of publications
Subdivision Variance	NA	\$400.00
Tree Plan	NA	\$150.00
Construction Plans for Subdivision Improvements	NA	One percent (1%) of the actual construction cost for projects fifty thousand dollars (\$50,000.00) or less, or five hundred dollars (\$500.00) for the first fifty thousand dollars (\$50,000.00) plus one-half percent (0.5%) of the actual construction cost over \$50,000.00  Subsequent resubmittals \$400/resubmittal, due upon resubmittal

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Fee in Lieu of Parkland Dedication (subdivisions) <i>Per single-family residential subdivision, Per unit in duplex, townhouse, or multifamily development</i>	NA	Refer to Sec. 23-20 for the methodology. Contact Parks and Recreation Department for additional information
Land Plan/Concept Plan	NA	\$1800.00 - 0 to 5 acres \$2,000.00 - 5 to 25 acres \$2,400.00 - 25 to 50 acres \$3,000.00 - 50 to 75 acres \$3,800.00 - 75 to 100 acres \$4,600.00 - >100 acres
Development and Public Improvement Agreements	NA	Require deposit for staff/consultant expenditure including but not limited to parkland evaluation, infrastructure, utilities, other service agreements \$5000.00 deposit for third party reviews fees. Additional cost if any will be billed to the applicant
Extension of Preliminary Plat Approval	NA	\$150.00
Plat Recordation	NA	County recordation fee plus City expenses
Recheck fees - Plats and Construction Drawings	NA	\$400.00/submittal, due upon resubmittal
<b>Annexation/Deannexation</b>		
	NA	\$500.00 plus staff/consultant expenditure - Large tract (>10 acres)  \$500.00 plus staff/consultant expenditure - Smaller tracts (0-10 acres)
<b>Zoning</b>		
Rezoning / Future Land Use Map Amendment	NA	Base fee \$1000.00 + \$25.00/each zone - 0 to 5 acres Base fee \$1000.00 + \$25.00/each zone - 5 to 25 acres Base fee \$1025.00 + \$25.00/each zone - 25 to 50 acres Base fee \$1050.00+\$25.00/each zone - 50 to 75 acres Base fee \$1075.00+\$25.00/each zone - 75 to 100 acres Base fee \$1100.00+\$25.00/each zone - >100 acres
Rezoning Application Fee (if waiver request granted before expiration)	NA	150% of the Rezoning application fee
Specific Use Permit	NA	Base fee \$1000.00 + \$25.00/each zone - 0 to 5 acres Base fee \$1000.00 + \$25.00/each zone - 5 to 25 acres Base fee \$1025.00 + \$25.00/each zone - 25 to 50 acres Base fee \$1050.00+\$25.00/each zone - 50 to 75 acres Base fee \$1075.00+\$25.00/each zone - 75 to 100 acres Base fee \$1100.00+\$25.00/each zone - >100 acres
Zoning Variance (Board of Adjustment)	NA	\$500.00
Special Exception (Board of Adjustment)	NA	\$500.00
Special Exception (Administrative)	NA	\$150.00
Planned Development	NA	\$1800.00 - 0 to 5 acres * \$2,000.00 - 5 to 25 acres* \$2,400.00 - 25 to 50 acres* \$3,000.00 - 50 to 75 acres*

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
		\$3, 800.00 - 75 to 100 acres* \$4, 600.00 - >100 acres* *Deposit required for special districts
Special Districts	NA	\$25,000.00 - Initial Deposit Sum \$10,000.00 - Additional Deposit Sum
Waiver Fee (to waive the 12-month resubmittal waiting period)	NA	\$100.00
<b>Verification/Interpretation Letter</b>		
Zoning Verification Letter (without legal review)	NA	\$25.00 - residential \$35.00 - commercial
Zoning Verification Letter/Interpretation (with legal review)	NA	\$25.00 - residential \$35.00 - commercial  Additional fee for staff/consultant expense may be required
Written Interpretation of the Code	NA	\$25.00 - residential \$35.00 - commercial  Additional fee for staff/consultant expense may be required
Legal Lot Verification	NA	\$25.00 - residential \$35.00 - commercial  Additional fee for staff/consultant expense may be required
<b>Development and Building Permits</b>		
Commercial Building Permits (Including New Construction, Alterations/Additions/Remodel, Window Replacement Permit, Accessory Structures)	\$30.00	(Based on valuation) \$15.00 for first \$1000.00 of valuation plus \$5.00 for each \$1000.00 of fraction thereof. Minimum \$100.00 per square feet will be used as the valuation for the work
Storm Water Permit		\$45.00 - If impervious cover ≤ 30000 square feet \$500.00 - If impervious cover >30000 square feet
Residential - New Construction	\$30.00	0.50 per square foot (min \$60.00)
Residential - Alterations/Additions/Remodel	\$30.00	\$0.40/ square feet
Residential -Window Replacement	\$30.00	\$5.00 per window
Residential - Accessory Structures (sheds, patios, pole barns, decks) - If the area is greater than 200 square feet or electric, plumbing work is required	\$30.00	0.30 per square foot
Residential - Garages/Carports	\$30.00	\$75.00
Fence	\$30.00	Residential (no additional permit fee is required)  Commercial additional fees required based on valuation: \$15.00- \$0 to \$1000 valuation

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
		\$15.00 for first \$1000.00 plus \$5.00 for each \$1000.00 or fraction thereof - > \$1001.01 valuation
Electrical Permits	\$30.00	<p>\$27.50 - Minimum permit fee</p> <p>Additional fees as applicable for:</p> <p>Outlets:</p> <p>110 volt  \$0.00 for 1-4 outlet, switch or lighting  \$0.50 each - each outlet, switch or lighting over 4</p> <p>220 volt  \$5.00 for each outlet</p> <p>Motors:</p> <p>\$1.00 - Up to, but not including 1 horsepower  \$2.00 - At least 1 horsepower, but less than 2 horsepower  \$3.00 - At least 3 horsepower, but less than 10 horsepower  \$4.00 - At least 11 horsepower, but less than 25 horsepower  \$20.00 - At least 26 horsepower, but less than 150 horsepower  \$0.15.00 - Each horsepower in excess of 150 horsepower (per horsepower)</p> <p>Lightning Arresters:</p> <p>\$2.00 - Lightning arrester system permit fee  \$10.00 - First \$1,000.00 valuation of the lightning arrester system  \$2.00 - Each additional \$1,000.00 or portion of \$1,000.00 valuation of the arrester system</p> <p>Sound Equipment:</p> <p>\$10.00 - Up to, but not including 10 watts output  \$15.00 - At least 10 watts, but less than 25 watts, output  \$25.00 - At least 25 watts, but less than 100 watts, output  \$30.00 - At least 100 watts, but less than 200 watts, output</p> <p>Miscellaneous:</p> <p>\$7.50 - Meter loop (permanent or temporary)  \$7.50 - T-pole  \$4.00 - Spike discharge arrester in distribution enclosure  \$15.00 - Motion picture machines  \$4.00 - X-ray machines  \$0.50 - Poles, anchors, and guy stubs (except power company)  \$3.00 - Incandescent electric signs (per circuit)  \$5.00 - Gas vacuum tube signs (per transformer)  Permanently connected electrical appliances &amp; equipment of any nature not otherwise specified  \$0.75 - Up to 1 kilowatt (inclusive, each)  \$0.50 - Above 1 kilowatt to 10 kilowatt (per kilowatt)  \$0.40 - Above 10 kilowatt to 50 kilowatt (per kilowatt)  \$0.30 - Above 50 kilowatt to 100 kilowatt (per kilowatt)  \$0.10 - Above 100 kilowatt (per kilowatt for the first 100 kilowatt)  \$0.05 - Above 100 kilowatt (per kilowatt in excess of first 100 kilowatt)</p>
Fire Alarm Permit (also requires yearly Alarm Registration Permit)	\$30.00	<p>\$2.00 - Minimum Permit Fee</p> <p>Additional Fees:</p> <p>\$10.00 - For the first \$1,000.00 or portion of \$1,000.00 valuation of the fire alarm system  \$2.00 - For each additional \$1,000.00 or portion of \$1,000.00 valuation of the fire alarm systems</p>
Mechanical Permits	\$30.00	<p>\$27.50 - Minimum Permit Fee</p> <p>Additional Fees:</p>

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
		\$75.00 - New home whole system \$30.00 - Replacement or Repair \$10.50 - For the first \$1,000.00 or portion of \$1,000.00 valuation \$2.00 - For each additional \$1,000.00 or portion of \$1,000.00 valuation \$2.00 - Alterations or repairs costing more than \$500.00 and less than \$1,000.00
Plumbing Permits	\$30.00	\$27.50 - Minimum Permit Fee  Additional Fees:  \$4.00 - For each plumbing fixture or trap or set of fixtures of one trap (including water and drainage piping) \$7.50 - For each water line, whether new, replacement, or repaired \$7.50 - For each sewer line, whether new, replacement, or repaired \$4.00 - For each water heater and/or vent \$4.00 - For each gas piping system outlet \$7.50 - Gas test final \$3.00 - For installation of water piping for water treating equipment \$3.00 - For a lawn sprinkler system inspection for up to five sprinkler heads \$0.50 - For each additional lawn sprinkler head inspected after five heads
Plan Review	NA	50% of Permit Fee
Solar Panels	\$30.00	\$35.00 - Residential (flat fee)  \$15.00 for first \$1000.00 of valuation plus \$5.00 for each \$1000.00 of fraction thereof. Minimum \$100.00 per square feet will be used as the valuation for the work (based on valuation)
Swimming Pools	\$30.00	\$35.00 - Residential \$980.00 Commercial
Driveways/Flatwork	\$30.00	\$25.00 - Residential \$300.00 - Commercial
Residential - Roof Permit	\$30.00	\$60.00 - Permit Fee
Demolition Permit (wrecking)	\$30.00	\$50.00 - Permit Fee
Moving Permit (structures)	\$30.00	\$100 - Permit Fee
Temporary Structures	\$30.00	\$100.00 - Permit Fee (over 200 square feet)
Residential - Foundation Repair or House Leveling Permit	\$30.00	Permit Fee - \$75.00
Backflow/Irrigation/Lawn Sprinkler Permit	\$30.00	\$10.00 plus plumbing fee plus \$5 per device - Backflow Device test  \$30.00 - Residential irrigation \$100.00 - Commercial irrigation
Manufactured Home Park License	\$30.00	\$50.00 plus \$15.00 per space - Annual Fee \$50.00 - Transfer Fee
Recreational Vehicle Parks	\$30.00	\$50 plus \$15 per space - Annual Fee \$50.00 - Transfer Fee
Re-inspection Fee	\$30.00	\$20.00 - Residential \$100.00 - Commercial

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
After-hours Inspection Fee	\$30.00	\$120.00 - Commercial \$35.00 - Residential
Permit Renewal/Extension prior to Expiration	\$30.00	Case by case basis decision will be made by the City
Permit Renewal after Expiration	\$30.00	Case by case basis decision will be made by the City
Work without Issuance of a Permit	\$30.00	Twice the Permit Fee
Contractor Registration	\$30.00	\$100.00 - Registration fee <i>As per state law Electrical, Mechanical, or Plumbing Contractors are exempt from the fee (not from the registration requirement)</i>
Garage Sale	NA	\$5.00 - Permit Fee
Class I and Class II Signs	\$30.00	\$75.00 each if the permitted sign area ≤ 72 square feet \$150.00 each if the permitted sign area > 72 square feet
Temporary/Portable Signs/Banners	\$30.00	\$25.00 - Permit Fee <i>501 (c) organizations will be exempt from the permit fee requirement</i>
Sign Removal - Sign Seizure Fee	\$30.00	\$60.00 - Permit Fee
Sign Removal - Storage Fee (per day)	\$30.00	\$10.00 - Permit Fee
Master/ Common Signage Plan	NA	\$0.00 - Permit Fee
Certificate of Occupancy (built out)	\$30.00	0.00 - Residential \$50.00 - Nonresidential (includes inspection)
Certificate of Occupancy - Change in Ownership or Name	\$30.00	0.00 - Permit Fee
Temporary Certificate of Occupancy	\$30.00	0.00 - Residential \$50.00 - Nonresidential (includes inspection)
Copy of Certificate of Occupancy	\$30.00	\$20.00 - Permit Fee
Name/Tenant Occupancy Change	\$30.00	0.00 - Residential \$50.00 - Nonresidential (includes inspection)
Site Development Permit	\$30.00	\$250.00 - Site development activities, civil construction, and grading - (\$0.008 x valuation of civil construction) + \$75.00 + City Engineer review deposit \$250.00 + outside Consultant review deposit (if required)  \$100.00 - Floodplain development  \$100.00 - Clearing
Sidewalk (fee in-lieu)	NA	\$7.00/square feet
Right-of-Way Construction Permit (Non-Franchise Utilities) <i>Must Register as Contractor with City</i>	NA	\$1000.00 (subject to additional fees, as deemed applicable)



Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Right-of-Way Construction Permit - Franchise <i>Must register as contractor with City</i>	NA	\$200.00 (subject to additional fees, as deemed applicable)
Drainage Pipe/Culvert	NA	\$95.00 - Residential \$300.00 - Commercial
Private Water Wells	\$30.00	\$200.00 - Permit Fee \$25.00 - Annual Fee
Alarm Systems - Residential	NA	\$25.00 - Registration (per year)  Residential fees and fines: \$25.00 - Combination Burglar, Hold-Up/Panic and Fire Alarm Permit \$50.00 - Fine for 4 <sup>th</sup> & 5 <sup>th</sup> False Alarm (Burglar) (each) \$75.00 - Fine for 6 <sup>th</sup> & 7 <sup>th</sup> False Alarm (Burglar) (each) \$100.00 - Fine for 8 <sup>th</sup> or more False Alarm (Burglar) (each) \$50.00 - Fine for 4 <sup>th</sup> False Alarm (Hold-Up/Panic) (each) \$75.00 - Fine for 5 <sup>th</sup> or more False Alarm (Hold-Up/Panic) (each) \$50.00 - Fine for 4 <sup>th</sup> False Alarm (Fire) (each) \$75.00 - Fine for 5 <sup>th</sup> False Alarm (Fire) (each) \$100.00 - Fine for 6 <sup>th</sup> or more False Alarm (Fire) (each)
Alarm Systems - Commercial	NA	\$50.00 - Registration (per year)  Commercial fees and fines: \$50.00 - Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost \$50.00 - Fine for 4 <sup>th</sup> & 5 <sup>th</sup> False Alarm (Burglar) (each) \$75.00 - Fine for 6 <sup>th</sup> & 7 <sup>th</sup> False Alarm (Burglar) (each) \$100.00 - Fine for 8 <sup>th</sup> or more False Alarm (Burglar) (each) \$100.00 - Fine for 4 <sup>th</sup> False Alarm (Hold-Up/Panic) (each) \$200.00 - Fine for 5 <sup>th</sup> or more False Alarm (Hold-Up/Panic) (each) \$100.00 - Fine for 4 <sup>th</sup> False Alarm (Fire) (each) \$200.00 - Fine for 5 <sup>th</sup> False Alarm (Fire) (each) \$300.00 - Fine for 6 <sup>th</sup> or more False Alarm (Fire) (each)
Pipeline Permit	NA	\$1,200.00 - New Pipeline Permit Fee  \$500.00 - Adjusted, Relocated, or Replaced Pipeline Permit Fee  \$50.00 - Transfer of Ownership Fee
Life/Safety Inspection Annual Registration	NA	\$0.00 - Registration Fee
Fire Prevention and Life Safety Protection	NA	\$50.00 - Underground/Above Ground Storage Tank Permit Fee  \$25.00 - Automatic Fire Alarm System (Install or Addition) Permit Fee  \$75.00 - Fire Suppression System (Install or Addition) Permit Fee
<b>Animals</b>		
Permit and Renewal	NA	\$25.00 - Initial Permit Fee (chicken, duck, rabbit) This fee is made to the code enforcement and not to Animal Services  \$5.00 - Yearly Renewal Fee (chicken, duck, rabbit)  \$19.50 per hour, paid through City Hall - Inspection of Grooming Facility



Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Impoundment	NA	\$25.00 - First impoundment of spayed & neutered dogs and cats 50.00 - Subsequent impoundments of spayed & neutered dogs & cats \$50.00 - Owner surrender of spayed & neutered dogs and cats \$50.00 - Impoundment of intact dogs and cats \$100.00 - Subsequent impoundment of intact dogs and cats \$75.00 - Owner surrender of intact dogs and cats  \$50.00 - Impoundment of small livestock \$100.00 - Subsequent impoundment of small livestock  \$50.00 - Impoundment of large livestock \$100.00 - Subsequent impoundment of large livestock  \$15.00 - Daily handling Fee for impounded dogs and cats  \$20.00 - Daily handling fee for impounded livestock  \$15.00 - Microchipping (registration)  \$60.00 - Adoption Fee
Commercial Exhibition, Grooming, Dealer, Stables, and Others)	NA	\$100.00 - Show or Exhibition Permit Fee \$250.00 - Grooming Permit Fee \$250.00 - Dealer Permit (retail and/or wholesale distributor) Fee \$250.00 - Commercial (not covered by dealer) Fee \$250.00 - Commercial Stables Fee
<i>Animals not listed shall be disposed of at discretion of animal control. The City of Angleton shall recover from the owner the actual cost of disposing of said animal.</i>		
<b>Food and Food Establishments</b>		
Alcoholic Beverages License (annual)	NA	License Fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person). Permit Fee - Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit) in compliance with state law
Food Establishment Permit (annual)	NA	Sit down dining - based on number of employees (full & part-time)  \$200.00 - 1 to 6 employees \$250.00 - 7 to 15 employees \$300.00 - 16 to 25 employees \$350.00 - 26 to 35 employees \$400.00 - 36 to 50 employees \$450.00 - 51 to 75 employees \$500.00 - 76 to 100 employees \$550.00 - 101 to 150 employees \$600.00 - > 150 employees
School Food Service Permit (annual)	NA	Based on number of employees (full & part-time)  \$200.00 - 1 to 6 employees \$250.00 - 7 to 15 employees \$300.00 - 16 to 25 employees \$350.00 - 26 to 35 employees \$400.00 - 36 to 50 employees \$450.00 - 51 to 75 employees

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
		\$500.00 - 76 to 100 employees \$550.00 - 101 to 150 employees \$600.00 - > 150 employees
Day Care Facility Food Permit (annual)	NA	\$150.00 - 1 to 20 children \$175.00 - 21 to 30 children \$200.00 - 31 to 50 children \$225.00 - 51 to 75 children \$250.00 - 76 to 100 children \$275.00 - 101 to 150 children \$300.00 - 151 to 200 children \$325.00 - 201 to 250 children \$350.00 - > 250 children
Temporary Food Establishment Permit (single event up to 2 weeks) <i>An additional late fee of \$40.00 will be assessed if the permit is not received prior to the opening of the event</i>	NA	\$40.00 - Permit Fee
Mobile Food Unit Permit (annual)	NA	\$250.00 - Permit Fee
Additional Fees related to Food Permits	NA	\$50.00 - Late Fee \$75.00 - Reinstatement Fee of Suspended Permit \$150.00 - Re-inspection Fee
<b>Miscellaneous</b>		
Credit Access Business Registration (annual)	NA	\$50.00 - Registration Fee (annual)
Peddlers, Solicitors, and Transient Merchant License	NA	\$100.00 - License Fee \$15.00 - Fee for each additional person's photo identification
Carnival License	NA	\$500.00 - License Fee
Dance Hall Licenses (annual)	NA	\$75.00 - License Fee
Amusement Redemption Machine Game Rooms	NA	1/2 of the State Fee plus  \$500.00 - Single machine and single person \$1,000.00 - 2 to 3 machines or players \$1,750.00 - 4 to 6 machines or players \$2,500.00 - 7 to 10 machines or players \$5,000.00 - 11 to 20 machines or players \$10,000.00 - 21 or more machines or players
Sexually Oriented Businesses (annual)	NA	\$1500.00 - Permitting or Licensing Fee (annual)
Issuance of Tax Certificate	NA	\$10.00
Administrative Fee (Lien Processing) Recording Fee (Lien Processing)	NA	\$40.00
Penalty for Delinquent Ad Valorem Taxes (based on amount of taxes to be paid)	NA	20% (based on amount of taxes to be paid)

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Permit Issuance Fee (per car to be operated in the City for a 12-month period, ending December 31)	NA	\$50.00 - Vehicle Permit Issuance Fee \$10.00 - Driver Background Information Check Fee  <i>Fee for Nonconsent Tow levied pursuant to V.T.C.A. Occupations Code Ch. 2308</i>

Parks and Recreation	
Mass Gathering	\$400.00 - Application Fee \$200.00 - Inspection Deposits: Clean-up and/or damage deposits Level I (\$100.00) - Events with up to 150 anticipated attendees where little activity is anticipated, and minimal setup is required Level II (\$250.00) - Events with up to 499 anticipated attendees where moderate activity is anticipated, and some setup is required Level III (\$500.00) - Events with up to 999 anticipated attendees where major activity is anticipated, and major setup is required Level IV (\$1,000.00) - Events with up to 3,000 anticipated attendees where maximum activity is anticipated, and maximum setup is required Level V (\$2,000.00) - Events with over 3,000 anticipated attendees where maximum activity is anticipated, and maximum setup is required

**Recreation Center Fees**

Membership Options		
	Monthly	Annual (To be paid at the time of registration/renewal <del>Pre-Pay</del> )
Individual Membership Individuals 12 years & Up	<del>Current Fee: \$35.00</del>  Proposed Fee: Resident - \$35.00 Nonresident - \$50.00	<del>Current Fee: \$350.00</del>  Proposed Fee: Resident - \$350.00 Nonresident - \$450.00
Family Membership Up to 6 individuals from the same household	<del>Current Fee: \$50.00</del>  Proposed Fee: Resident - \$50 (Up to 6 individuals) Non-Resident - \$70 (Up to 6 individuals)	<del>Current Fee: \$500.00</del>  Proposed Fee: Resident - \$500 (Up to 6 individuals) Non-Resident - \$900 (Up to 6 individuals)
Silver Sneaker, Silver & Fit, or Renew Active Membership (Eligible individuals)	Free Enrollment	Free Enrollment
Silver and Fit Membership Eligible individuals	Free Enrollment	Free Enrollment
Eligible Membership Discounts Seniors (60+), Active Military, First Responder	-\$10.00 (Deduction from the applicable fee)	-\$75.00 (Deduction from the applicable fee)

Please note that fees for miscellaneous merchandise will be based on Consumer Price Index (CPI) and prevailing market rates.

Day Pass		
Single Use Day Pass	<del>\$5.00</del>	
Youth (monthly)	<del>\$25.00</del>	
Adult Day Rate	<del>\$5.00</del>	
Youth Day Rate	<del>\$4.00</del>	
Child Day Rate	<del>\$2.00</del>	
Spectator	<del>\$2.00</del>	
Swim Diaper	<del>\$2.00</del>	

Party Rooms		
	Rate	Deposit
Multipurpose Room 1 w/ Kitchen (Member)	\$75.00/hr \$115.00/hr (after hours) Minimum 2 hours	\$100.00 (without alcohol) <del>Current: (\$350 w/ alcohol)</del> Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Multipurpose Room 1 w/ Kitchen Non-Member	\$100.00 per hour \$140.00 per hour (After hours) Minimum 2 hours	\$100.00 (without alcohol) <del>Current: (\$350 w/ alcohol)</del> Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)

Multipurpose Room 2 w/o Kitchen	\$50.00/hr \$90.00/hr (after hours) Minimum 2 hours	\$100.00 (without alcohol) Current: <del>(\$350 w/ alcohol)</del> Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Multipurpose Rooms 1&2, Kitchen	\$125.00/hr Minimum 2 hours \$165.00/hr (after hours) Minimum 2 hours	\$100.00 (without alcohol) Current: <del>(\$350 w/ alcohol)</del> Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Gymnasium Only	\$115.00/hr	Current: \$300.00 (without alcohol) Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD) <del>(\$600 w/ alcohol)</del> Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Gymnasium w/ Kitchen	\$140.00/hr	\$350.00 Current: <del>(\$650 w/ alcohol)</del> Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Outdoor Plaza (Member)	\$50.00/hr	\$100.00 Current: <del>(\$350 w/ alcohol)</del> Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Indoor Party Package 1-25 Guests (Member)	\$100.00	\$100.00
Indoor Party Package 26-50 Guests (Member)	\$150.00	\$100.00
Indoor Party Package 51-75 Guests (Member)	\$200.00	\$100.00
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$250.00	\$200.00
Indoor Party Package 101-150 Guests, includes MP 1&2 (Member)	\$275.00	\$200.00
Outdoor Party Package 1-25 Guests (Member)	\$75.00	\$100.00
Indoor Party Package 26-50 Guests (Member)	\$100.00	\$100.00
Indoor Party Package 51-75 Guests (Member)	\$150.00	\$100.00
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$200.00	\$200.00
Private Pool Party Package 1-25 Guests (Member)	\$200.00	\$200.00
Private Pool Party Package 26-50 Guests (Member)	\$225.00	\$200
Private Pool Party Package 51-75 Guests (Member)	\$250.00	\$200.00
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Member)	\$275.00	\$200.00
Private Pool Party Package 101-150 Guests (Member)	\$350.00	\$200.00
Multipurpose Room 1 w/ Kitchen (Non-Member)	\$100.00/hr \$140.00/hr (after hours)	\$100.00 Current: <del>(\$350 w/ alcohol)</del> Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Multipurpose Room 2 w/o Kitchen (Non-Member)	\$75.00/hr \$115.00/hr (after hours)	\$100.00 Current: <del>(\$350 w/ alcohol)</del> Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Multipurpose Rooms 1&2, Kitchen included (Non-Member)	\$150.00/hr \$190.00/hr (after hours)	\$100 Current: <del>(\$350 w/ alcohol)</del> Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)

Outdoor Plaza (Non-Member)	\$75.00/hr	\$100 <del>Current:(\$350 w/ alcohol)</del> <b>Proposed:</b> Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Indoor Party Package 1-25 Guests (Non-Member)	\$125.00	\$100.00
Indoor Party Package 26-50 Guests (Non-Member)	\$175.00	\$100.00
Indoor Party Package 51-75 Guests (Non-Member)	\$225.00	\$100.00
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$275.00	\$200.00
Indoor Party Package 101-150 Guests, includes MP 1&2 (Non-Member)	\$300.00	\$200.00
Outdoor Party Package 1-25 Guests (Non-Member)	\$100.00	\$100.00
Indoor Party Package 26-50 Guests (Non-Member)	\$125.00	\$100.00
Indoor Party Package 51-75 Guests (Non-Member)	\$175.00	\$100.00
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$225.00	\$200.00
Private Pool Party Package 1-25 Guests (Non-Member)	\$250.00	\$200.00
Private Pool Party Package 26-50 Guests (Non-Member)	\$275.00	\$200.00
Private Pool Party Package 51-75 Guests (Non-Member)	\$300	\$200
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$350.00	\$200.00
Private Pool Party Package 101-150 Guests (Non-Member)	\$400.00	\$200.00
Indoor or Outdoor Party Package Additional Hour(s)	\$50.00/hr	NA
Set-up Fees (non-party packages) 25 guests	\$20.00	NA
Set-up Fees (non-party packages) 50 guests	\$40.00	NA
Set-up Fees (non-party packages) 75 guests	\$60.00	NA
Set-up Fees (non-party packages) 100 guests	\$80.00	NA
Set-up Fees (non-party packages) 150 guests	\$100.00	NA
Set-up Fees (non-party packages) 200 guests	\$150.00	NA
<b>Use of Public Parks User fees and obligations</b>		
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person Without Lights (per tournament, per day)	\$200.00 <del>Proposed:</del> Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Tournament Play - Other Than a Tournament - by Sponsor,	\$250.00 <del>Proposed:</del> Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of	



Organizer, or Person With Lights (per tournament, per day)	additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Deposit for Cleaning (per tournament)	<del>Current Fee: \$100.00</del> Proposed Fee: \$0.00 with the following notes - Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Practice Games for Any Athletic Team Other Than League or Tournament Teams With Lights (per hour)	<del>Current Fee: \$20.00 per hour</del> Proposed Fee: \$30.00 per hour <del>Proposed:</del> Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Practice Games for Any Athletic Team Other Than League or Tournament Teams Without Lights (per hour)	<del>Current Fee: \$15.00 per hour</del> \$25.00 per hour Proposed: Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Fee for Failing to Clean Space of Litter to Satisfaction of the Parks and Recreation Department (per hour)	<del>\$20.00 per hour</del> Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
<b>Use of Public Parks Use of city parks by athletic teams</b>		
Fee per Athletic Team	<del>\$20.00</del>	
Tournament (per team, per tournament)	<del>\$10.00</del>	
Use for Practice (per team, per day)	<del>\$10.00</del>	
<b>Use of Public Parks Rental and deposit rates for pavilion and park rental facilities</b>		
	<i>Rate</i>	<i>Deposit</i>
Two Hours (Non-Resident) (Non-Member)	<del>Current Fee: \$35.00</del> Small pavilion (less than 1000 square feet): \$60.00 Large pavilion (greater than 1000 square feet): \$90.00  <ul style="list-style-type: none"> <li>• Additional fees for staff and resources will be required for night usage.</li> <li>• Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</li> </ul>	\$50.00
Two Hours (Resident) (Member)	<del>Current Fee: \$25.00</del> Small pavilion (less than 1000 square feet): \$30.00 Large pavilion (greater than 1000 square feet): \$60.00  <ul style="list-style-type: none"> <li>• Additional fees for staff and resources will be required for night usage.</li> <li>• Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</li> </ul>	\$50.00
Four Hours (Non-Resident) (Non-Member)	<del>Current Fee: \$60.00</del> Small pavilion (less than 1000 square feet): \$120.00 Large pavilion (greater than 1000 square feet): \$180.00  <ul style="list-style-type: none"> <li>• Additional fees for staff and resources will be required for night usage.</li> <li>• Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing</li> </ul>	\$50.00

	to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.	
Four Hours <del>(Resident)</del> (Member)	<p><del>Current Fee: \$50.00</del></p> <p>Small pavilion (less than 1000 square feet): \$60.00 Large pavilion (greater than 1000 square feet): \$120.00</p> <ul style="list-style-type: none"> <li>• Additional fees for staff and resources will be required for night usage.</li> <li>• Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</li> </ul>	\$50.00
All Day <del>(Non-Resident)</del> (Non-Member)	<p><del>Current Fee: \$85.00</del></p> <p>Small pavilion (less than 1000 square feet): \$240.00 Large pavilion (greater than 1000 square feet) - \$360.00</p> <ul style="list-style-type: none"> <li>• Additional fees for staff and resources will be required for night usage.</li> <li>• Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</li> </ul>	\$50.00
All Day <del>(Resident)</del> (Member)	<p><del>Current Fee: \$75.00</del></p> <p>Small pavilion (less than 1000 square feet): \$120.00 Large pavilion (greater than 1000 square feet): \$240.00</p> <ul style="list-style-type: none"> <li>• Additional fees for staff and resources will be required for night usage.</li> <li>• Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</li> </ul>	\$50.00
Entire Park Rental	<p>\$500.00/hr minimum of two hours</p> <ul style="list-style-type: none"> <li>• Additional fees for staff and resources will be required for night usage.</li> <li>• Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</li> </ul>	\$50.00
After Hour Party Rental Fees	Hourly rental fee plus an additional \$40 per hour and parties must have approval by Recreation Superintendent or Facility Manager. Other rules apply for specific rentals.	
<b>Lakeside Park Fees (New park opened in Feb. 2023, new fees associated with this park)</b>		
<i>Rental</i>	<i>Rental Rate</i>	
Lakeside Park Overlook	\$125.00/hr 2 hours minimum 20% of rental rate	
Lakeside Park Stage	\$50.00/hr 2 hours minimum \$100 or 20% of rental rate (whichever is greater)	
Lakeside Stage & Greenspace	\$100.00/hr 2 hours minimum 20% of rental rate	
Lakeside Pavilion & Greenspace	\$275.00/hr 2 hours minimum 20% of rental rate	
Lakeside Park Tables & Chairs Fee 25 guests	\$20.00	
Lakeside Park Tables & Chairs Fee 50 guests	\$40.00	

Lakeside Park Tables & Chairs Fee 75 guest	\$60.00
Lakeside Park Tables & Chairs Fee 100 guests	\$80.00
Lakeside Park Tables & Chairs Fee 150 guests	\$100.00
Lakeside Park Tables & Chairs Fee 200 guests	\$150.00

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**UTILITIES**

\$536.70 - Water Capacity Acquisition Fee (per dwelling unit, as determined by the City Engineer, for any non-residential use)

*Sanitary Sewer Capacity Acquisition Fee - Computed on a case-by-case basis, relative to the location of a subdivision or development to the wastewater treatment plant, affected lift station, and other affected waste water collection and conveyance improvements, and shall be based on the improvements required to provide an adequate level of service based on the proposed use, as determined by the City Engineer, in accordance with the standards. A capacity acquisition fee study must be performed. See "Capacity Acquisition Fee Study Fee" below*

\$4,000.00 - Capacity Acquisition Fee Study Fee

*Water and Sewer Capacity Acquisition Fees shall be determined by the City Engineer using the guidelines and standards set out in Chapter 23 - Land Development Code, Article III. - Public Improvement Responsibilities, Division 2. - Utility Responsibilities, Sec. 23-28 - Responsibilities of the subdivider or developer. and Sec. 23-32 - Rough proportionality of the Code of Ordinances of the City of Angleton*

\$25.00 - Industrial wastewater surcharge for all other pollutants (per contaminant, per day)

**Sanitary sewer system surcharge rates and administrative fees**

\$300.00 - Permit preparation fee

\$35.00 - Industrial compliance inspections (per hour, min. of 20 hours)

\$0.42 - Biochemical Oxygen Demand (BOD) (per pound)

\$0.12 - Chemical Oxygen Demand (COD)

\$0.47 - Total Suspended Solids (TSS)

**Water/sewer rates - Inside city service**

Inside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge
			2K to 10K	10K to 25K	25K to 50K	over 50K	
Table I - Residential ( <i>ind. meter</i> )	\$33.61	2,000 Gallons	\$12.33	\$12.90	\$13.47	\$14.48	N/A
Table II - Multifamily ( <i>master meter</i> )	\$31.93	2,000 Gallons	\$12.33	\$12.90	\$13.47	\$14.48	N/A
Table III - Commercial ( <i>ind. meter</i> )	\$38.65	2,000 Gallons	\$13.81	\$14.48	\$15.13	\$16.28	N/A
Table IV - Commercial ( <i>master meter</i> )	\$31.93	2,000 Gallons	\$12.33	\$12.90	\$13.47	\$14.48	N/A

\* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

Inside City Rates - Sewer	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage		Maximum Monthly Charge
Table I - Residential ( <i>ind. meter</i> )	\$14.46	0 Gallons	\$3.97		\$66.07
Table II - Multifamily ( <i>master meter</i> )	\$14.46	0 Gallons	\$3.97		N/A
Table III - Commercial ( <i>ind. meter</i> )	\$16.63	0 Gallons	\$4.57		N/A
Table IV - Commercial ( <i>master meter</i> )	\$14.46	0 Gallons	\$3.97		N/A

Table V - Sewer Only Customer  
Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).

\* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

*Water/sewer rates—Outside city service: Customers living outside of the City of Angleton shall be charged at a rate equal to 1.25 times the inside city rates. Inasmuch as the cost of providing utility service to customers living outside the city is higher and as the utility system is supported by tax dollars coming from the residents of the City of Angleton, this charge is necessary for the health, safety, and welfare of the residents of the City of Angleton and for the non-residents receiving utility services from the city.*

**Water/sewer rates - Outside city service**

Outside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge
			2K to 10K	10K to 25K	25K to 50K	over 50K	
Table I - Residential ( <i>ind. meter</i> )	\$42.01	2,000 Gallons	\$15.41	\$16.13	\$16.84	\$18.09	N/A
Table II - Multifamily ( <i>master meter</i> )	\$39.92	2,000 Gallons	\$15.41	\$16.13	\$16.84	\$18.09	N/A
Table III - Commercial ( <i>ind. meter</i> )	\$48.31	2,000 Gallons	\$17.26	\$18.09	\$18.91	\$20.35	N/A

Table IV - Commercial ( <i>master meter</i> )	\$39.92	2,000 Gallons	\$15.41	\$16.13	\$16.84	\$18.09	N/A
Table V - Wholesale Water Rates	The rate for the purchase of "Wholesale Water" through a fire hydrant meter provided by the city of from other locations established and metered by the city shall be the same as Table III - Commercial (ind. meter) under the Outside City Rate Table.						
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>							
<b>Outside City Rates - Sewer</b>	<b>Base Monthly Rate* (per meter)</b>	<b>Base Allotment</b>	<b>Price per 1,000 Gallons Usage</b>				<b>Maximum Monthly Charge</b>
Table I - Residential ( <i>ind. meter</i> )	\$18.07	0 Gallons	\$4.97				\$82.68
Table II - Multifamily ( <i>master meter</i> )	\$18.07	0 Gallons	\$4.97				N/A
Table III - Commercial ( <i>ind. meter</i> )	\$20.79	0 Gallons	\$5.71				N/A
Table IV - Commercial ( <i>master meter</i> )	\$18.07	0 Gallons	\$4.97				N/A
Table V - Sewer Only Customer	Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).						
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>							

<b>Deposits</b>							
Deposit for All New Water Customers	\$100.00						
<b>Deposits/connect fee</b>							
Connect Fee ( <i>taken from Deposit for All New Water Customers</i> )	\$25.00						
<b>Closing of account</b>							
Refund of Remaining Deposit	\$75.00						
<b>Penalties</b>							
A fee to defray costs of collecting delinquent utility accounts receivable	<i>An additional fee imposed of 20 percent on all debts and accounts receivable, i.e., fines, fees, restitution, other debts, and costs, that are more than 120 days past due and have been referred to a private firm for collection, and that relate to delinquent utility accounts owed to the city.</i>						
Penalty on Any Unpaid or Past Due Account ( <i>minimum</i> )	\$10.00						
<b>Disconnect</b>							
Disconnect/Reconnect Fee	\$30.00 - Disconnect \$25.00 - Reconnect						
<b>Charges for water meter installations and sewer taps</b>							
<b>Water Meter Installations</b>							
3/4" Meter Fee	\$500.00						
1" Meter Fee	\$575.00						
1 1/2" Meter Fee	\$1,000.00						
2" Meter Fee	\$1,200.00						
<b>Sewer Taps</b>							
4" Sewer Tap Fee	\$700.00						
6" Sewer Tap Fee	\$950.00						
<b>Capital cost recover fees</b>							
<b>Inside Corporate City Limits</b>							
3/4" Meter Pipe Size Fee	\$156.00						
1" Meter Pipe Size Fee	\$168.00						
1 1/2" Meter Pipe Size Fee	\$192.00						
2" Meter Pipe Size Fee	\$216.00						
Over 2" Meter Pipe Size Fee	<i>To be determined by city administrator.</i>						
<b>Outside Corporate City Limits</b>							
3/4" Meter Pipe Size Fee	\$312.00						
1" Meter Pipe Size Fee	\$336.00						
1.5" Meter Pipe Size Fee	\$384.00						

2" Meter Pipe Size Fee	\$432.00						
Over 2" Meter Pipe Size Fee	<i>To be determined by city administrator</i>						
<b>Other Water and Sewer Capital Cost Recovery Fees</b>							
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter ( <i>inside the corporate city limits</i> )	\$156.00						
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter ( <i>outside the corporate city limits</i> )	\$312.00						
Residential Sewer Capital Cost Recovery Fee ( <i>inside the corporate city limits</i> )	\$312.00						
Residential Sewer Capital Cost Recovery Fee ( <i>outside the corporate city limits</i> )	\$624.00						
Fee for Each Unit Using the Sewer Tap ( <i>per unit</i> ) After the First Unit Using the Sewer Tap	\$200.00						
Nonresidential sewer capital cost recovery fee, per restroom ( <i>inside the corporate city limits</i> )	\$400.00						
Nonresidential sewer capital cost recovery fee, per restroom ( <i>outside the corporate city limits</i> )	\$800.00						
<b>Charges for misuse of utility service or meter</b>							
First Offense	\$15.00						
Second Offense	\$30.00						
Third Offense	\$50.00						
Fourth Offense	<i>Legal Action</i>						
<b>Deposits and fees</b>							
Residential Deposit & Connection Fee ( <i>for new customers</i> )	\$100.00						
Commercial Deposit ( <i>or amount to cover one month's bill</i> )	\$100.00						
High Volume Account Deposit ( <i>or amount to cover one month's bill</i> )	\$400.00						
Apartment Deposit ( <i>per unit or amount to cover one month's bill</i> )	\$100.00						
Trailer Space Deposit ( <i>per unit or amount to cover one month's bill</i> )	\$100.00						
Late Fee ( <i>percentage of utility bills, which shall include water, sewer, and garbage or refuse collection</i> )	10% or \$10.00 (whichever is greater)						
Returned Check Fee	\$30.00						
Install Lock on Meter ( <i>to terminate service</i> )	\$25.00						
Plug or Pull Meter ( <i>to terminate service</i> )	\$75.00						
Accuracy Test ( <i>if meter is correct</i> )	\$50.00						
Transfer of Service	\$25.00						
Two Week Clean-Up ( <i>plus usage</i> )	\$10.00						



**CITY OF ANGLETON  
USER FEE STUDY**

January 2025



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## Introduction

A “user fee” is a charge for service provided by a governmental agency. Cities provide many types of general services to their communities. Generally, all services provided by cities have global benefits and are beneficial to the residents. Police or park maintenance are considered as global benefits. However, there may be some services that provide direct benefits to a specific group or individuals such as building permit and facility rentals.

Cities fund their operations through many revenue sources such as taxes, fines, grants, special charges, user fees, etc. Services that provide global benefits are funded primarily through voter approved tax revenues. Services that provide direct benefit to citizens are typically funded by user fee revenue.

For example, parkland dedication serves as a mechanism to provide public parkland and park amenities in newly developed regions without placing an undue tax burden on current city residents. An increase in park use derived from new dwelling units impacts park amenity wear and tear and maintenance costs. Parkland dedication ordinances provide developers with a monetary contribution alternative to constructing public parks and recreational areas. This monetary contribution enables municipalities to acquire and enhance park facilities to support population growth rather than taxing existing park and recreational areas and taxpayers.

When confronted by fast growth and high processing loads, the need for evaluating the current fee structure is critical to ensure adequate cost recovery. Generally, the purpose of analyzing fees is to evaluate the proportion of the cost of service provided by the city that is compensated by the recipient of the service. The end goal is to minimize the cost incurred by the citizens and use of other revenue sources to offset the cost of service. A well-designed fees structure will not only reduce the need for additional revenue sources, but also promote service efficiency.

The cost for delivering services generally fall under the following categories - administration and management; materials and supplies; direct and indirect labor.

The fee structure needs to be reviewed and adjusted periodically to reflect inflation, revenue fluctuations, changes in city policies, technology improvements, enhanced customer service, legislative changes, and other circumstances. Some of the initiatives and investments made by the City to ensure safe, efficient, and quality services are listed below:

Parks Department
Modernization of amenities <ul style="list-style-type: none"> <li>• Improved customer service with two full time employees</li> <li>• Facility Assistants to assist with Angleton Recreation Center work orders and cleanliness</li> <li>• Parks Maintenance for facility and Angleton Recreation Center repairs and maintenance</li> <li>• Beautification</li> <li>• New park furniture (e.g., picnic tables, benches, water fountains, etc.)</li> <li>• ADA improvements</li> <li>• Wi-Fi in some parks</li> <li>• LED and Solar lighting improvements</li> </ul> New park amenities <ul style="list-style-type: none"> <li>• Fishing pier</li> <li>• Boat &amp; kayak launch</li> <li>• New covered pavilions</li> </ul>



- All-inclusive playground (play structure, musical notes, communication board, roller slide, etc.)
- Development Services**
- Implementation of electronic permit processing system for shortened review time
  - Licensed PDF editors for simultaneous reviews
  - Paid online survey subscriptions
  - Paid subscription of Geographic Information System software
  - EGOV system to ensure easy availability of City documents. The Online Service Request system allows visitors to request information, submit requests for service, or submit comments for review
  - Electronic payment processing system
  - Secure filesharing system and malware screening
  - Staff availability and assistance over phone and meetings as part of application reviews

A fee study is typically performed by municipalities every 3-5 years to evaluate user fees in the context of changing costs and circumstances. Some cities adjust the application fees based on the average consumer price index (CPI) change every year. The CPI is defined by the Bureau of Labor Statistics as ...” a measure of the average change over time in the prices paid by consumers for a representative basket of consumer goods and services. The CPI measures inflation as experienced by consumers in their day-to-day living expenses.” As per the CPI Inflation Calculator of US Bureau of Labor Statistics, on an average, the price of an item that was worth \$100.00 in 2014 has increased to \$130.68 in 2024. The table below shows the change in CPI for Houston-The Woodlands-Sugar Land for the period 2014-2023.

CPI for 2014 - 2024	
Year	Annual CPI
2014	213.365
2015	213.039
2016	216.414
2017	220.657
2018	225.927
2019	228.799
2020	229.161
2021	238.975
2022	258.660
2023	267.607

- Other items to consider when developing charges and fees are:
- Applicable laws and statutes regarding charges and fees
  - Formal policies for articulating pricing factors or rationale for any subsidies
  - Full cost of providing the service
  - Frequency of fee schedule review and update
  - Long-term forecasts and plans that impact the decision-making in the rate setting process
  - Stakeholder involvement



## Purpose

The City of Angleton's current fee structure has never been evaluated and updated in a comprehensive manner since the adoption. Since the initial adoption, there has been several changes that impacted the cost of providing services. Some of them are the increase in cost of living and associated change in the staff salaries; addition of new application types; need for consultant expertise due to lack of inhouse resources; need for additional resources due to the increasing number of applications etc.

The purpose of this User Fee Study was to determine the reasonable fees for services provided by the City as listed in the current fee schedule. The major objectives of this User Fee Study were as follows:

- Develop a rationale for setting fees - It is necessary to have a rationale for setting fee for a particular application. The City may have to subsidize residential permit and platting fees for primary homeowners. The City can not afford to offset the cost for a major commercial construction permit due to the amount of simultaneous and frequent reviews and inspections by redirecting the revenue that could have used for a sidewalk project.
- Develop updated and comprehensive list of fees - The City has to add or remove certain types of fees due to change in circumstances. Solar system installation requires permits, and the current fee schedule does not address this. Dance halls require permit and there may not be a dance hall within the city limits.
- Maintain conformance with state law, City policies, and community goals - Some of the applications that were required to be updated are listed below:
  - Right-of-way construction permit - City can not charge a fee if there is a franchise agreement with the utility provider
  - Electrical, Mechanical, or Plumbing Contractors are exempt from the fee (not from the registration requirement).

## Preliminary Analysis of the Current Fee Structure

Based on the preliminary review of the current fee schedule and initial discussions with staff, the following issues were identified:

- Some of the fees are being charged by the City but are missing in the fee ordinance. Example - plats.
- Some fee types are missing. Examples are Tree Plan, Development Agreement, etc.
- Fees are not organized in a user-friendly manner as the fees are listed based on the section of the code.
- Some fees (plats) are being charged as a deposit. This requires additional follow up from the staff to return unused fee or obtain additional fee from the applicant if additional review is required.

## Methodology

Ardurra commenced the Comprehensive User Fee Study for the City of Angleton in April 2023. The study included:

- Data Collection:
  - Identification of the cost incurred by the City to process permits and licenses listed in the City's current fee schedule. Data was collected by:
    - Reviewing current fee schedule (obtained from the City's website).





- Reviewing applications posted on the City's website.
- Gathering information from City staff. A worksheet listing the current fees were distributed to all departments to gather missing information and to identify the time spent by staff on each application with their hourly rates.
- Analysis of Findings
  - Cost recovery analysis: Based on the data received from the staff, cost recovery analysis of each fee type was performed.
  - Comparative Fee Analysis: Fee ordinances of the benchmark cities were researched to compare Angleton's fees with that of the benchmark cities to ensure that the current fees were adequate and were in par with other cities.
- Formulation of Recommendations  
Preliminary recommendations were made based on the comparative fee analysis and conformance with state statutes.
- Review with City staff  
Proposed fees were reviewed with departments to obtain their input and were updated as directed. Project progress was reported to staff contact over biweekly meetings. Working drafts were also shared with staff contact periodically.

## Detailed Project Approach

The following steps were followed for the tasks identified in the scope:

- **Current Fee Structure & Categories**
  - Identification and categorization of all fees: In an excel sheet, the fee types from the current fee schedule and City Code of Ordinances were identified and categorized based on the type of the application and activity being undertaken. The current fee ordinance categorizes the fees based on the section of the code and that makes it difficult to use.
- **Cost Recovery Analysis**
  - Approval processes: After staff interviews and analysis, the approval processes for each type of permit, and key staff and agencies involved were identified.
  - Staff and effort: Based on the approval process detailed in the City Code of Ordinances, key staff involved in the processing, review and approval of each application type were identified to calculate the total cost incurred to the City and processing time required for each application. In July 2023, the excel worksheet was distributed to all City departments to add the hourly rate of each staff and time spent on each application. The time estimated did not appear to be a true reflection of the efforts undertaken. The observations were discussed with City staff and City staff updated their estimates to incorporate the missing staff hours and capture time spent on all related tasks (city secretary, legal, agenda preparation, staff report and presentations, engineering review time for development plat etc.).
  - Cost recovery analysis: Based on the updated excel worksheet received from the staff in October 2023, the total cost incurred by the City to process each application was calculated by Ardurra (Appendix 2).



- **Comparative Fee Analysis**
  - Comparison with benchmark cities: Angleton's current fees were compared with existing fees in similar surrounding cities that were identified as benchmark cities, with staff's assistance. These cities were selected based on their proximity to Angleton, and similarity in terms governance, demographic makeup, population, area, and growth patterns. A draft of initial fee comparison was shared with the City staff in April 2023. Examples of fee ordinances and reports from other cities were also shared with the City staff in October 2023 (Appendix 3).
    - The benchmark cities were
      - Pearland
      - Manvel
      - Rosenberg
      - Richmond
      - Alvin
      - Katy
      - Fulshear
      - Brookshire
      - Pattison
    - Additional research was conducted to compare the recreation center facilities and fees.
    - Omitted fees: A comprehensive list of fees charged by other cities was prepared. The City staff was requested to identify any missing fees or fees that were not being charged.
    - Additional fees: The fee analysis included missing fee types not included in the current fee schedule but supported by the approved ordinances and charged by surrounding cities were identified, as potential sources of additional revenue.
- **Recommendations**
  - Since the cost breakdown analysis did not provide a realistic picture of the total cost incurred on the processing of several applications, the new fee structure was proposed based on the comparative fee analysis. The proposed fees were discussed with City staff (development services, parks, and utilities) at several meetings and updated as directed. The updated fee study draft was shared with the City staff in May, July, and August 2024.

## Stakeholder Input

The City staff discussed the proposed fee schedule with various stakeholders including the developer community, Planning and Zoning Commission (P & Z), and City Council (CC).

- Staff Workshop – City staff held a Comprehensive Fee Schedule workshop on July 25, 2024 to discuss the proposed fee schedule.
- Developer/Public Workshop - City staff organized a workshop with the developer community and public on August 6, 2024 and discussed the proposed fee schedule to obtain their input.
- P & Z update - City staff presented the proposed fee schedule to the P & Z on September 5, 2024 to obtain their input.



- City Council Work Session - City staff shared the draft fee schedule and comparisons with the City Council for review and updated them on October 22, 2024.
- City Council Work Session – City staff presented the draft fee schedule and comparisons to the City Council and sought input on November 12, 2024. City Council’s input was incorporated in the fee schedule.
- Public Hearing – A public hearing was conducted to seek input from stakeholders and the public regarding the proposed fee schedule on December 12, 2024.
- Public Hearing - The public hearing was continued on January 14, 2025.
- Adoption – The proposed fee schedule has been placed on the City Council agenda of January 28, 2025 for adoption.

### Revenue Projection Analysis

To be added

Commented [KR1]: Otis, please update.

### Conclusions

- Cost recovery analysis: It was concluded that the processing time estimated by staff was not a true reflection of the actual time incurred, due to the multiple functions undertaken by each staff simultaneously. Additionally, the estimated time did not take into consideration the time spent on research, coordination, site visits, meetings, follow-up, and others. Based on the analysis of the updated excel worksheet received in January 2024, majority of the fees excluding platting and zoning still did not provide a true reflection of the total effort spent on the application processing.
- Comparative fee analysis: Based on the comparative fee analysis it was observed that there was an opportunity to increase some of the fees by:
  - Increasing some of the existing fees to be comparable with benchmark cities.
  - Adding fees for applications and permit reviews that some of the benchmark cities were charging for.
  - Adding fees that were approved by ordinance but not being charged currently.
- Adopt a periodic fee update / increase mechanism

### Recommendations

General Considerations Regarding User Fee Determination:

The primary goal of these recommendations was to provide a fair and equitable basis for determining the reasonable fees.

The following factors were discussed with staff while proposing the new fees:

- Minimize spending other revenue sources to compensate for subsidizing the application and permit fee
- Benefit to the community due to proposed development or service
- State law compliance
- Promote safe and healthy practices by appropriate fees. For example, if the cost of a permit for changing a water heater in residential home is higher than the cost of the water heater itself, many citizens tend to avoid applying for a permit.
- Fees in benchmark cities



The recommendations included:

- Reorganization of the fee structure based on the type of the application and activity being undertaken.
- Addition of processing fee for some applications such as building permit to ensure that the minimum cost incurred by the City is being captured.  
Proposed fee structure = Application/Processing Fee + Review fees (if any)
- Additions and modifications of certain fees based on state law requirements. (E.g., platting, swimming pool, contractor registration, exemptions)
- Incorporation of parkland dedication fee and missing Parks and Recreation fee, and modification of other fees.
  - Parkland Dedication
    - Dwelling units served per acre of park - The average occupancy per dwelling unit per the US Census data is 2.57. The City's population per the US Census data is divided by the number of people in a dwelling unit to determine the number of dwelling units served by the Angleton Parks System. The number of dwelling units served by the Angleton Parks System is divided by the number of park acres to determine the number of dwelling units served per park acre.
    - Total area Parkland Required – To determine the total acreage of parkland required divide the number of proposed dwelling units in the development by the number of dwelling units served per park acre.
    - Fee in Lieu of Parkland Dedication:
      - Land Value Determination - The fee in lieu of Parkland Dedication will be based on the average fair market value per acre of the land which is being subdivided at the time of the preliminary plat approval. The fair market value shall be established by the most recent appraisal of all or part of the property made by the Brazoria County Appraisal District. At the city's discretion, the city may commission, at the developer's expense, an independent appraisal of the land by a third party and adjust the amount of assessed value based on any difference between it and the appraisal district's valuation.
      - Fee determination - The fair market land value of the total acreage of required parkland is divided by the number dwelling units to determine the fee per dwelling unit in lieu of dedication.
  - Park Development Fees  
In addition to the parkland dedication requirements, park development fees shall be paid by the owner or developer and must be sufficient to develop public parks that satisfy the City of Angleton's standards. Any park development fees are supplementary to, and not in substitution of, the land dedication requirement, or payment of the fee in lieu of the land dedication requirement. The amount of development fees assessed to development and the basis for the calculation is set forth in Chapter 23 of the Angleton Land



Development Code. The park development fees shall be processed simultaneously with the parkland dedication requirements and for all phases of the development.

- Fee in lieu of development -The fee in lieu of development is derived by the cost to develop a new park divided by the number of acres of said park to determine the park development cost per acre. The park development cost per acre is multiplied by the number of dwelling units served per park acre to determine the park development fee per dwelling unit for developed parks. Not all Angleton Parks are developed so this is taken into consideration by providing a cost of undeveloped parks (including minimal amenities like grading, drainage, utilities, lighting, electrical, and softscape) in the same manner. A ratio is used to determine the total park development fee per residential unit by calculating the ratio of the number of developed park acres and the associated costs per acre as well as the ratio of the number of undeveloped park acres and the associated costs per acre.
- Incorporation of the updated water sewer rates adopted by the City in October 2024 (Appendix 4).
- Establishment of mechanisms to obtain stakeholder feedback, monitor the impact of fee changes, and perform periodic assessment.

## Appendix

1. Proposed Fees
2. Comparative Fee Analysis
3. Cost Recovery Analysis
4. Existing Utility Fees, Results of Utility Department's Study, Water/sewer Fee Amendments Ordinance
5. Special Event Policy

## References

1. [CPI Inflation Calculator \(bls.gov\)](https://www.bls.gov)
2. [Bureau of Labor Statistics Data \(bls.gov\)](https://www.bls.gov)
3. [Texas Local Government Code](#)
4. [City of Angleton Code of Ordinances](#)
5. Fee schedules of the cities of Pearland, Alvin, Manvel, Richmond, Rosenberg, Brookshire, Pattison, Fulshear, and Katy

**City of Angleton  
Proposed Fee Schedule**

*Parks and Recreation fees are being finalized (highlighted in purple)*

Type of Fee	Existing Fee	Proposed Fee	Justification for the Increase
Administrative/ Processing fee	\$0.00	\$30 (excludes planning applications)	<ul style="list-style-type: none"> <li>Recovers the minimum costs associated with application processing (excludes reviews and inspections).</li> </ul>
Pre-development meeting	\$0.00	First meeting is free. \$50.00 per meeting from meeting #2 onwards. DAWG Meetings requiring Legal or Engineer presence must be prepaid at the hourly consultant rate.	<ul style="list-style-type: none"> <li>First meeting is complementary to provide an overview of the development process, timeline, and submittal. Subsequent meetings need additional review and research from staff.</li> </ul>
Preliminary Plat	<p>Commercial</p> <ul style="list-style-type: none"> <li>•Less than two acres: \$1,000.00</li> <li>•More than Two Acres: \$1,000.00 plus 25.00/additional acre</li> <li>•Plan Review Fee by City Engineer: \$1,000.00 deposit (typical review time 10-11 hours)</li> </ul> <p>Residential</p> <ul style="list-style-type: none"> <li>•200 Lots or less: \$800.00 plus \$6.00 per lot</li> <li>•More than 200 Lots: \$4.00 per additional lot over 200</li> <li>•Plan Review Fee by City Engineer: \$1,000.00 deposit (typical review time 10-11 hours)</li> </ul>	<p>\$1000 (filing / application) fee) + + \$25/lot (residential) OR \$30/acre (commercial/multifamily)</p> <p>Subsequent resubmittals \$400/resubmittal, due upon resubmittal. (Sec. 23-86)</p>	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Fee proportional to the size of development.</li> <li>Includes submittal and resubmittal reviews, drainage plan review if needed, applicant meetings, agenda packet preparation for P &amp; Z and CC meetings.</li> <li>Eliminates deposit for engineering review</li> <li>Increases fee per acreage for commercial and multi-family.</li> </ul>
Replat	<p>Commercial</p> <ul style="list-style-type: none"> <li>•Less than two acres - \$1,000.00</li> <li>•More than Two Acres - \$1,000.00 plus 25.00/additional acre</li> <li>•Plan Review Fee by City Engineer deposit \$1,000.00</li> </ul> <p>Residential</p> <ul style="list-style-type: none"> <li>•200 Lots or less -\$800.00 plus \$6.00 per lot</li> <li>•More than 200 Lots - \$4.00 per additional lot over 200</li> <li>•Plan Review Fee by City Engineer deposit \$1,000.00</li> </ul>	<p>\$1000 (filing /application) fee) + + \$25/lot (residential) OR \$30/acre (commercial/multifamily)</p> <p>Subsequent resubmittals \$400/resubmittal, due upon resubmittal.</p>	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Fee proportional to the size of development.</li> <li>Includes submittal and resubmittal reviews, drainage plan review if needed, applicant meetings, agenda packet preparation for P &amp; Z and CC meetings.</li> <li>Eliminates deposit for engineering review</li> <li>Increases fee per acreage for commercial and multi-family.</li> </ul>
Final Plat	<p>Commercial</p> <ul style="list-style-type: none"> <li>•Up to two acres: \$1,000.00</li> <li>•More than Two Acres: \$1,000.00 plus 25.00/additional acre</li> <li>•Plan Review Fee by City Engineer: \$1,000.00 deposit</li> </ul> <p>Residential</p> <ul style="list-style-type: none"> <li>•200 Lots or less: \$800.00 plus \$6.00 per lot</li> <li>•More than 200 Lots: \$4.00 per additional lot over 200</li> <li>•Plan Review Fee by City Engineer: \$1,000.00 deposit</li> </ul>	<p>\$1000 (filing /application) fee) + + \$25/lot (residential) OR \$30/acre (commercial/multifamily)</p> <p>Subsequent resubmittals \$400/resubmittal, due upon resubmittal.</p>	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Fee proportional to the size of development.</li> <li>Includes submittal and resubmittal reviews, drainage plan review if needed, applicant meetings, agenda packet preparation for P &amp; Z and CC meetings.</li> <li>Eliminates deposit for engineering review</li> <li>Increases fee per acreage for commercial and multi-family.</li> </ul>
Development Plat	\$250.00 plus review expense	<p>\$1000 (filing /application) fee) + + \$25/lot (residential) \$30/acre (commercial/multifamily)</p> <p>Subsequent resubmittals \$400/resubmittal, due upon resubmittal.</p>	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Fee proportional to the size of development.</li> <li>Includes review of submittals and resubmittals, application processing.</li> <li>Increases fee per acreage for commercial and multi-family.</li> </ul>
Amending Plat	\$250.00 plus review expense	<p>\$600 filing fee plus \$6 per lot increase (residential) \$600 filing fee plus \$300/acre (non-residential and multi-family).</p> <p>Additional resubmittal \$400 fee due upon resubmittal.</p>	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Fee proportional to the size of development.</li> <li>Includes review of submittals and resubmittals, application processing.</li> <li>Increases fee per acreage for commercial and multi-family.</li> </ul>
Minor Plat	\$250.00 plus review expense	<p>\$600 + \$6/lot (residential) \$600 + \$30/acres (nonresidential)</p>	<ul style="list-style-type: none"> <li>Reduces the fee for lots if there is a home or business exists.</li> <li>Similar to the fees being charged by other cities in the area.</li> </ul>



		\$150 (one existing home or business). Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	<ul style="list-style-type: none"> <li>• Fee proportional to the size of development.</li> <li>• Includes review of submittals and resubmittals, application processing.</li> <li>• Increases fee per acreage for commercial and multi-family.</li> </ul>
Vacate Plat	\$0.00	\$600.00/acre	<ul style="list-style-type: none"> <li>• Includes review of submittals and resubmittals, application processing.</li> </ul>
Alley/Easement Abandonment Fee	\$0.00	Application/processing fee - \$30.00 plus cost of publications	<ul style="list-style-type: none"> <li>• Includes application processing and cost of publications.</li> </ul>
Subdivision Variance	\$0.00	\$400.00	<ul style="list-style-type: none"> <li>• Similar to the fees being charged by other cities in the area.</li> <li>• Includes staff review, application processing, public hearing, notifications, agenda packet.</li> </ul>
Tree Plan	\$0.00	\$150.00	<ul style="list-style-type: none"> <li>• Includes application processing and cost of publications.</li> </ul>
Construction Plans for Subdivision Improvements	50% of commercial permit plus review costs	One percent (1%) of the actual construction cost for projects fifty thousand dollars (\$50,000.00) or less, or Five hundred dollars (\$500.00) for the first fifty thousand dollars (\$50,000.00) plus one-half percent (0.5%) of the actual construction cost over \$50,000.00  Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	<ul style="list-style-type: none"> <li>• Similar to the fees being charged by other cities in the area.</li> <li>• Includes resubmittals and involves extensive technical review.</li> <li>• Encourages applicants to resubmit a complete packet addressing all the comments and minimize resubmittals.</li> </ul>
Fee in Lieu of Parkland Dedication (subdivisions) <i>Per single-family residential subdivision, Per unit in duplex, townhouse, or multifamily development</i>	City uses a calculator based on Sec. 23-20 of the Code of Ordinances.	Refer to Sec. 23-20 for the methodology. Refer to the excel calculator prepared by PARD staff.	<ul style="list-style-type: none"> <li>• No change proposed.</li> </ul>
Land Plan/Concept Plan	50% of commercial permit plus review costs	0 - 5 acres - \$1800.00 5 - 25 acres - \$2,000.00 25 - 50 acres - \$2,400.00 50 - 75 acres - \$3,000.00 75 - 100 acres - \$3, 800 >100 acres - \$4, 600	<ul style="list-style-type: none"> <li>• Requires extensive staff review and correspondence with applicants, application processing.</li> <li>• Fee proportional to the size of development.</li> <li>• Includes review of submittals and resubmittals, application processing.</li> </ul>
Development and Public Improvement Agreements	Admin. Fee - 5% of Project Cost (up to \$10,000.00)	Require deposit for staff/consultant expenditure including but not limited to parkland evaluation, infrastructure, utilities, other service agreements \$5000 deposit for third party reviews fees. Additional cost if any will be billed to the applicant.	<ul style="list-style-type: none"> <li>• Requires extensive staff review and correspondence with applicants, multiple resubmittals, application processing, legal review, preparation of agenda packet.</li> </ul>
Extension of Preliminary Plat Approval	\$0.00	\$150.00	<ul style="list-style-type: none"> <li>• Includes staff review and application processing.</li> </ul>
Plat Recordation	\$0.00	County recordation fee plus City expenses	<ul style="list-style-type: none"> <li>• Similar to the fees being charged by other cities in the area.</li> <li>• All expenses incurred by the City to record the plat.</li> </ul>
Recheck fees - plats and construction drawings	\$0.00	\$400/submittal, due upon resubmittal	<ul style="list-style-type: none"> <li>• Applicable for second resubmittal onwards. First resubmittal review is free.</li> <li>• Requires additional staff review.</li> <li>• Eliminates the deposit required for engineer review.</li> <li>• Encourages applicants to resubmit a complete packet addressing all the comments and minimize resubmittals.</li> </ul>

Annexation/Deannexation	\$0.00	Large tract (>10 acres) - \$500 plus staff/consultant expenditure Smaller tracts (0-10 acres) – \$500 plus staff/consultant expenditure	<ul style="list-style-type: none"> <li>Includes extensive staff review and correspondence with applicants, application processing, legal review, notifications, preparation of agenda packet.</li> </ul>
Rezoning* / Future Land Use Map Amendment	\$150.00	0-5 acres - Base fee \$1000 + \$25.00/each zone 5-25 acres - Base fee \$1000 + \$25.00/each zone 25-50 acres - Base fee \$1025 + \$25.00/each zone 50-75 acres - Base fee \$1050+\$25.00/each zone 75-100 acres - Base fee \$1075+\$25.00/each zone 100+ acres - Base fee \$1100+\$25.00/each zone	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Fee proportional to the size of development.</li> <li>Includes expenses for public hearing, statutory notifications, reviews from multiple departments, application processing, preparation of agenda packets for P &amp; Z and CC.</li> </ul>
Rezoning Application Fee* (if waiver request granted before expiration)	150% of the zoning application fee	150% of the zoning application fee	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Fee proportional to the size of development.</li> <li>Includes expenses for public hearing, statutory notifications, reviews from multiple departments, application processing, preparation of agenda packets for P &amp; Z and CC.</li> </ul>
Specific Use Permit	\$150.00	0-5 acres – Base fee \$1000 + \$25.00/each zone 5-25 acres – Base fee \$1000 + \$25.00/each zone 25-50 acres – Base fee \$1025 + \$25.00/each zone 50-75 acres – Base fee \$1050+\$25.00/each zone 75-100 acres – Base fee \$1075+\$25.00/each zone 100+ acres – Base fee \$1100+\$25.00/each zone	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Fee proportional to the size of development.</li> <li>Includes expenses for public hearing, statutory notifications, reviews from multiple departments, application processing, preparation of agenda packets for P &amp; Z and CC.</li> </ul>
Zoning Variance (Board of Adjustment)	\$150.00	\$500.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Fee proportional to the size of development.</li> <li>Includes expenses for public hearing, statutory notifications, reviews from multiple departments, application processing, preparation of agenda packets for Board of Adjustment.</li> </ul>
Special Exception (Board of Adjustment)	\$150.00	\$500.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Fee proportional to the size of development.</li> <li>Includes expenses for public hearing, statutory notifications, reviews from multiple departments, application processing, preparation of agenda packet for Board of Adjustment.</li> </ul>
Special Exception/Administrative	\$150.00	\$150.00	<ul style="list-style-type: none"> <li>No change proposed.</li> </ul>
Planned Development	150% of the zoning application fee	0-5 acres - \$1800.00* 5-25 acres - \$ 2000.00* 25-50 acres - \$2400* 50-75 acres - \$3000* 75-100 acres - \$3800* 100+ acres - \$4600* Deposit required for special districts	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Fee proportional to the size of development.</li> <li>Includes expenses for public hearing, statutory notifications, reviews from multiple departments, application processing, preparation of agenda packets for P &amp; Z and CC.</li> </ul>
Special Districts*	Initial Deposit Sum \$25,000.00 Additional Deposit Sum \$10,000.00	Initial Deposit Sum \$25,000.00 Additional Deposit Sum \$10,000.00	<ul style="list-style-type: none"> <li>No change proposed.</li> </ul>
Waiver Fee*	\$100.00	\$100.00	<ul style="list-style-type: none"> <li>No change proposed.</li> </ul>
Zoning Verification Letter (without legal review)	\$0.00	\$25 residential, \$35 commercial	<ul style="list-style-type: none"> <li>Requires staff review, application processing.</li> </ul>
Zoning Verification Letter/interpretation (with legal review)	\$0.00	\$25 residential, \$35 commercial. Additional fee for staff/consultant expense may be required.	<ul style="list-style-type: none"> <li>Requires staff review, application processing.</li> </ul>



Written Interpretation of the Code	\$0.00	\$25 residential, \$35 commercial Additional fee for staff/consultant expense may be required.	<ul style="list-style-type: none"> <li>Requires staff review, application processing.</li> </ul>
Legal Lot Verification	\$0.00	\$25 residential, \$35 commercial Additional fee for staff/consultant expense may be required.	<ul style="list-style-type: none"> <li>Requires staff review, application processing.</li> </ul>
Commercial Building Permits*	<p>Cost of Construction: \$1,000 and Less- \$20.00 minimum</p> <p>Cost of Construction: \$1,000 to \$49,999 - \$20.00 for first \$1,000.00 of construction cost, plus \$5.00 for each additional \$1,000.00 or fraction thereof.</p> <p>Cost of Construction: \$1,000 to \$49,999 - \$20.00 for first \$1,000.00 of construction cost, plus \$5.00 for each additional \$1,000.00 or fraction thereof.</p> <p>Cost of Construction: \$1,000 to \$49,999 - \$20.00 for first \$1,000.00 of construction cost, plus \$5.00 for each additional \$1,000.00 or fraction thereof.</p> <p>Cost of Construction: \$50,000 to \$99,000 - \$260.00 for first \$50,000.00, plus \$4.00 for each additional \$1,000.00 or fraction thereof.</p> <p>Cost of Construction: \$50,000 to \$99,000 - \$260.00 for first \$50,000.00, plus \$4.00 for each additional \$1,000.00 or fraction thereof.</p> <p>Cost of Construction: \$100,000 to \$499,999 - \$460.00 for first \$100,000.00, plus \$3.00 for each additional \$1,000.00 or fraction thereof.</p> <p>Cost of Construction: \$500,000 and Up - \$1,660.00 for first \$500,000.00, plus \$2.00 for each additional \$1,000.00 or fraction thereof.</p>	<p>Application /processing fee: \$30.00 Based on valuation beginning at \$15 \$15 for first \$1000 plus \$5 for each \$1000 of fraction thereof. Minimum \$100.00 per square feet will be used as the valuation</p> <p>Accessory structure \$120-\$180</p>	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Storm Water Permit	<p>\$45.00</p> <p>\$500.00 – If Impervious Cover &gt;30000 square feet</p>	<p>\$45.00</p> <p>\$500.00 – If Impervious Cover &gt;30000 square feet</p>	<ul style="list-style-type: none"> <li>No change proposed.</li> </ul>
New Construction – Residential	.50 per square foot (min \$60.00)	Application /processing fee: \$30.00 plus .50 per square foot (min \$60.00).	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Alterations/Add itions/Remodel – Residential	.30 per square foot (min \$20.00)	Application /processing fee: \$30.00 plus \$0.40/sf	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Window Replacement Permit – Residential	<p>1-5 windows - \$25.00</p> <p>6+ windows - \$50.00</p>	Application /processing fee: \$30.00 plus \$5.00 per window	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Accessory Structures (sheds, patios, pole barns, decks) – Residential if has electric/plumbing or over 200 square feet	.30 per square foot (min \$60.00)	Application/processing fee: \$30 plus .30 per square foot	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost</li> </ul>
Garages/Carports – Residential	\$60.00	Application/processing fee - \$30.00 plus Permit fee - \$75.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost</li> </ul>
Fence	\$40.00	<p>Application/processing fee - \$30.00</p> <p>Commercial-based on valuation</p>	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost</li> </ul>

		<p>beginning at \$15, \$15 for first \$1000 plus \$5 for each \$1000 of fraction thereof.</p>	
<p>Electrical Permits*</p>	<p>Minimum permit fee - \$20.00                  Base permit fee - \$7.50 (Additional to Minimum and Base Fee)                  Outlets: 1-4 - \$0.00                  (110) Outlet, Switch or Lighting Each (Over 4) - \$0.50                  Each 220-Volt Outlet - \$5.00</p> <p>Motors: Up To, But Not Including, 1 Horsepower - \$1.00                  At Least 1 Horsepower, But Less Than 2 Horsepower - \$2.00                  At Least 3 Horsepower, But Less Than 10 Horsepower - \$3.00                  At Least 11 Horsepower, But Less Than 25 Horsepower - \$4.00                  At Least 26 Horsepower, But Less Than 150 Horsepower - \$20.00                  Each Horsepower In Excess of 150 Horsepower (per Horsepower) - \$0.15</p> <p>Lightning Arresters:                  Lightning Arrester System Permit Fee - \$2.00                  First \$1,000.00 Valuation of the Lightning Arrester System - \$10.00                  Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System - \$2.00</p> <p>Sound Equipment:                  Up To, But Not Including, 10 Watts Output - \$10.00                  At Least 10 Watts, But Less Than 25 Watts, Output - \$15.00                  At Least 25 Watts, But Less Than 100 Watts, Output - \$25.00                  At Least 100 Watts, But Less Than 200 Watts, Output - \$30.00</p> <p>Miscellaneous:                  Meter Loop (Permanent or Temporary) - \$7.50                  T-Pole - \$7.50                  Spike Discharge Arrester in Distribution Enclosure - \$4.00                  Motion Picture Machines - \$15.00                  X-Ray Machines - \$4.00                  Poles, Anchors, and Guy Stubs (except power company) - \$0.50                  Incandescent Electric Signs (per circuit) - \$3.00                  Gas Vacuum Tube Signs (per transformer) - \$5.00                  Permanently Connected Electrical Appliances &amp; Equipment of Any Nature Not Otherwise Specified                  Up to 1 K.W. (inclusive, each) - \$0.75                  Above 1 K.W. to 10 K.W. (per K.W.) - \$0.50                  Above 10 K.W. to 50 K.W. (per K.W.) - \$0.40                  Above 50 K.W. to 100 K.W. (per K.W.) - \$0.30                  Above 100 K.W. (per K.W. for the first 100 K.W.) - \$0.10                  Above 100 K.W. (per K.W. in excess of first 100 K.W.) - \$0.05</p>	<p><b>Accessory structure \$120-\$180</b>                  Application/processing fee - \$30.00                  Minimum permit fee - \$20.00                  Base permit fee - \$7.50 (Additional to Minimum and Base Fee)                  Outlets: 1-4 - \$0.00                  (110) Outlet, Switch or Lighting Each (Over 4) - \$0.50                  Each 220-Volt Outlet - \$5.00</p> <p>Motors: Up To, But Not Including, 1 Horsepower - \$1.00                  At Least 1 Horsepower, But Less Than 2 Horsepower - \$2.00                  At Least 3 Horsepower, But Less Than 10 Horsepower - \$3.00                  At Least 11 Horsepower, But Less Than 25 Horsepower - \$4.00                  At Least 26 Horsepower, But Less Than 150 Horsepower - \$20.00                  Each Horsepower In Excess of 150 Horsepower (per Horsepower) - \$0.15</p> <p>Lightning Arresters:                  Lightning Arrester System Permit Fee - \$2.00                  First \$1,000.00 Valuation of the Lightning Arrester System - \$10.00                  Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System - \$2.00</p> <p>Sound Equipment:                  Up To, But Not Including, 10 Watts Output - \$10.00                  At Least 10 Watts, But Less Than 25 Watts, Output - \$15.00                  At Least 25 Watts, But Less Than 100 Watts, Output - \$25.00                  At Least 100 Watts, But Less Than 200 Watts, Output - \$30.00</p> <p>Miscellaneous:                  Meter Loop (Permanent or Temporary) - \$7.50                  T-Pole - \$7.50                  Spike Discharge Arrester in Distribution Enclosure - \$4.00                  Motion Picture Machines - \$15.00                  X-Ray Machines - \$4.00                  Poles, Anchors, and Guy Stubs (except power company) - \$0.50                  Incandescent Electric Signs (per circuit) - \$3.00                  Gas Vacuum Tube Signs (per transformer) - \$5.00                  Permanently Connected Electrical Appliances &amp; Equipment of Any Nature Not Otherwise Specified                  Up to 1 K.W. (inclusive, each) - \$0.75                  Above 1 K.W. to 10 K.W. (per K.W.) - \$0.50                  Above 10 K.W. to 50 K.W. (per K.W.) - \$0.40                  Above 50 K.W. to 100 K.W. (per K.W.) - \$0.30                  Above 100 K.W. (per K.W. for the first 100 K.W.) - \$0.10                  Above 100 K.W. (per K.W. in excess of first 100 K.W.) - \$0.05</p>	<ul style="list-style-type: none"> <li>• Similar to the fees being charged by other cities in the area.</li> <li>• Addition of application processing fee to recover application processing cost</li> </ul>

Fire Alarm Permit* (also requires yearly Alarm Registration Permit)	Fire Alarm System Permit Fee - \$2.00 For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System - \$10.00 For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm Systems - \$2.00	Application/processing fee - \$30.00 Fire Alarm System Permit Fee - \$2.00 For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System - \$10.00 For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm Systems - \$2.00	<ul style="list-style-type: none"> <li>• Similar to the fees being charged by other cities in the area.</li> <li>• Addition of application processing fee to recover application processing cost.</li> </ul>
Mechanical Permits*	Minimum Permit Fee - \$20.00 Basic Permit Fee - \$7.50 (Additional to Base Fee) New Home Whole System - \$75.00 Replace or Repair - \$30.00  For the first \$1,000.00 or Portion of \$1,000.00 Valuation - \$10.50 For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation - \$2.00 Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00 - \$2.00	Application/processing fee - \$30.00 Minimum Permit Fee - \$20.00 Basic Permit Fee - \$7.50 (Additional to Base Fee)  New Home Whole System - \$75.00 Replace or Repair - \$30.00 For the first \$1,000.00 or Portion of \$1,000.00 Valuation - \$10.50 For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation - \$2.00 Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00 - \$2.00	<ul style="list-style-type: none"> <li>• Similar to the fees being charged by other cities in the area.</li> <li>• Addition of application processing fee to recover application processing cost.</li> </ul>
Plumbing Permits*	Minimum Permit Fee - \$20.00 Basic Permit Fee For Issuing Each Permit - \$7.50 (Additional to Base Fee) For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping) - \$4.00 For each water line, whether new, replacement, or repaired - \$7.50 For each sewer line, whether new, replacement, or repaired - \$7.50 For Each Water Heater and/or Vent - \$4.00 For Each Gas Piping System Outlet - \$4.00 Gas Test Final - \$7.50 For Installation of Water Piping for Water Treating Equipment - \$3.00 For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads - \$3.00 For Each Additional Lawn Sprinkler Head Inspected After Five Heads - \$0.50	Application/processing fee - \$30 Minimum Permit Fee - \$20.00 (Additional to Base Fee) For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping) - \$4.00 For each water line, whether new, replacement, or repaired - \$7.50 For each sewer line, whether new, replacement, or repaired - \$7.50 For Each Water Heater and/or Vent - \$4.00 For Each Gas Piping System Outlet - \$4.00 Gas Test Final - \$7.50 For Installation of Water Piping for Water Treating Equipment - \$3.00 For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads - \$3.00 For Each Additional Lawn Sprinkler Head Inspected After Five Heads - \$0.50	<ul style="list-style-type: none"> <li>• Similar to the fees being charged by other cities in the area.</li> <li>• Addition of application processing fee to recover application processing cost.</li> </ul>
Plan Review*	50% of permit fee	50% of permit fee	<ul style="list-style-type: none"> <li>• No change proposed.</li> </ul>
Solar Panels	\$20.00 (Electrical Minimum Permit Fee)	Residential -\$35.00 flat fee  Application/processing fee - \$30.00 Commercial – based on valuation beginning at \$15, \$15 for first \$1000 plus \$5 for each \$1000 of fraction thereof.	<ul style="list-style-type: none"> <li>• No change proposed.</li> <li>• Similar to the fees being charged by other cities in the area.</li> <li>• Addition of application processing fee to recover application processing cost.</li> </ul>
Swimming Pools*	Public - \$100.00 Private-in ground - \$50.00 Private above ground - \$25.00	Application/processing fee - \$30.00 Residential: \$35.00 Commercial: \$980.00	<ul style="list-style-type: none"> <li>• Similar to the fees being charged by other cities in the area.</li> <li>• Addition of application processing fee to recover application processing cost.</li> </ul>
Driveways/Flat work*	\$25.00	Application/processing fee - \$30.00 Residential \$25.00 Commercial \$300.00	<ul style="list-style-type: none"> <li>• Similar to the fees being charged by other cities in the area.</li> <li>• Addition of application processing fee to recover application processing cost.</li> </ul>
Roof Permit - Residential	\$60.00	Application/processing fee - \$30.00 Permit fee - \$60.00	<ul style="list-style-type: none"> <li>• Similar to the fees being charged by other cities in the area.</li> <li>• Addition of application processing fee to recover application processing cost.</li> </ul>
Demolition Permit* (Wrecking)	\$25.00	Application/processing fee - \$30.00 Permit fee - \$50.00	<ul style="list-style-type: none"> <li>• Similar to the fees being charged by other cities in the area.</li> <li>• Addition of application processing fee to recover application processing cost.</li> </ul>

Moving Permit* (Structures)	\$25.00	Application/processing fee - \$30 Permit fee - \$100	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Temporary Structures	\$0.00	Application/processing fee - \$30.00 Permit fee - \$100.00 (over 200 square feet)	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Foundation Repair or House Leveling Permit – Residential	\$50.00	Application/processing fee - \$30 Permit fee - \$75.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Backflow/Irrigation/Lawn Sprinkler Permit*	Minimum permit fee - \$20.00 Base permit fee - \$7.50 plus Fixture of trap - \$4.00ea Water line - \$7.50ea Gas test final - \$7.50ea Sewer line - \$7.50ea Gas piping system - \$4.00/outlet Water heater - \$4.00ea Gas or electric yard sprinkler - \$5.00ea more than 5 heads - \$0.50ea Backflow device - \$25.00ea	Application/processing fee - \$30.00  Backflow Device test - \$10 plus plumbing fee (\$20 application fee plus \$5 per device)  Residential irrigation - \$30.00 Commercial irrigation -\$100.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Manufactured Home Park License*	License Fee - \$50.00 Renewal Fee - \$50.00 Additional Fee for Each MH Space over Five Spaces -\$10.00 Transfer Fee - \$50.00	Application/processing fee - \$30.00  Annual fee - \$50 plus \$15 per space Transfer Fee - \$50.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Recreational Vehicle Parks*	Inspection Fee - \$15.00 Permit Fee - \$15.00 Annual License Fee (per RV space) - \$20.00 Transfer of License Fee (per RV space) - \$20.00	Application/processing fee - \$30  Annual fee - \$50 plus \$15 per space Transfer Fee - \$50.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Re-Inspection Fee*	\$25.00	Application /processing fee: \$30.00 Residential: \$20.00 Commercial: \$100	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
After-hours Inspection Fee	\$0.00	Application /processing fee: \$30.00 Commercial - \$120 Residential - \$35	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Permit Renewal/Extension prior to Expiration	\$0.00 (case by case decision)	Case by case basis decision will be made by the City.	<ul style="list-style-type: none"> <li>No change proposed.</li> </ul>
Permit Renewal after Expiration	\$0.00 (case by case decision)	Case by case basis decision will be made by the City.	<ul style="list-style-type: none"> <li>No change proposed.</li> </ul>
Work without issuance of a permit	Twice the permit fee	Twice the permit fee	<ul style="list-style-type: none"> <li>No change proposed.</li> </ul>
Contractor Registration*	\$50.00	Application/processing fee - \$30.00 Registration fee - \$100.00 As per state law Electrical, Mechanical, or Plumbing Contractors are exempt from the fee (not from the registration requirement).	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Garage Sale Permit*	\$2.00	\$5.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Class I and Class II Signs – Permit Fee*	\$100.00 (Class I) \$40.00 (Class II)	Application/processing fee - \$30.00  Permitted Signage \$75.00 each signage with the sign area exceeding 72 square feet - \$150.00 each	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>



Temporary/Portable Signs/Banners	\$0.00	Application/processing fee - \$30.00 plus Permit fee - \$25.00 501 I organizations will be exempt from the permit fee requirement.	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Sign Removal – Sign Seizure Fee*	\$50.00	Application/processing fee - \$30.00 plus Permit fee - \$60.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Sign Removal – Storage Fee* (per day)	\$5.00	Application/processing fee - \$30 plus Permit fee - \$10	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Master/Common Signage Plan	\$0.00	\$0.00	<ul style="list-style-type: none"> <li>No change proposed.</li> </ul>
Certificate of Occupancy (built out)	\$25.00 (per application)	Application/processing fee - \$30.00  Nonresidential - \$50.00 (includes inspection)	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Certificate of Occupancy – Change in Ownership or Name	\$25.00 (per application)	Application/processing fee - \$30.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Temporary Certificate of Occupancy	\$0.00	Application/processing fee - \$30.00  Nonresidential - \$50.00 (includes inspection)	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Copy of Certificate of Occupancy	\$20.00	\$20.00	<ul style="list-style-type: none"> <li>No change proposed.</li> </ul>
Name/Tenant Occupancy Change	\$25.00 (per application)	Application/processing fee - \$30.00  Nonresidential - \$50.00 (includes inspection)	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Life/Safety Inspection Annual Registration	\$0.00	\$0.00	<ul style="list-style-type: none"> <li>No change proposed.</li> </ul>
Site Development Permit	Site development activities Civil construction Grading Fee Calculation: (\$0.008 x valuation of civil construction) + \$75.00 City Engineer Review Deposit - \$250 Outside Consultant Review Deposit (if required) - \$250	Site development activities Civil construction Grading  Fee Calculation: (\$0.008 x valuation of civil construction) + \$75.00 City Engineer Review Deposit - \$250 Outside Consultant Review Deposit (if required) - \$250 Floodplain development permit - \$100.00 Clearing - \$100.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Separates Floodplain Development Permit and Clearing Permit.</li> </ul>
Sidewalk (fee in-lieu)	\$0.00	\$7.00/square feet (TBD. May be increased as recommended by developers)	<ul style="list-style-type: none"> <li>For the benefit of citizens and ensure safe walkable communities.</li> </ul>
Right-of-Way Construction Permit – Non-Franchise Utilities Must Register as Contractor with City*	\$1000.00 (subject to additional fees, if deemed applicable)	\$1000.00 (subject to additional fees, as deemed applicable)	<ul style="list-style-type: none"> <li>No change proposed.</li> <li>Ensures compliance with state statute.</li> </ul>

Right-of-Way Construction Permit – Franchise Must Register as Contractor with City*	\$200.00 (subject to additional fees, if deemed applicable)	\$200.00 (subject to additional fees, as deemed applicable)	<ul style="list-style-type: none"> <li>No change is proposed.</li> <li>Ensures compliance with state statute.</li> </ul>
Drainage Pipe/Culvert	\$25.00	Residential - \$95.00 Commercial - \$300.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Addition of application processing fee to recover application processing cost.</li> </ul>
Private Water Wells	\$200.00	Application/processing fee - \$30.00 Private water wells - \$200.00 Annual fee - \$25.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> <li>Added application processing fee to recover application processing cost.</li> </ul>
Alarm Systems – Residential*	Registration – Initial Residential Fee (per year) - \$25.00  Residential Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$25.00 Fine for 4 <sup>th</sup> & 5 <sup>th</sup> False Alarm (Burglar) (each) - \$50.00 Fine for 6 <sup>th</sup> & 7 <sup>th</sup> False Alarm (Burglar) (each) - \$75.00 Fine for 8 <sup>th</sup> or More False Alarm (Burglar) (each) - \$100.00 Fine for 4 <sup>th</sup> False Alarm (Hold-Up/Panic) (each) - \$50.00 Fine for 5 <sup>th</sup> or More False Alarm (Hold-Up/Panic) (each) - \$75.00 Fine for 4 <sup>th</sup> False Alarm (Fire) (each) - \$50.00 Fine for 5 <sup>th</sup> False Alarm (Fire) (each) - \$75.00 Fine for 6 <sup>th</sup> or More False Alarm (Fire) (each) - \$100.00	Registration – Initial Residential Fee (per year) - \$25.00  Residential Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$25.00 Fine for 4 <sup>th</sup> & 5 <sup>th</sup> False Alarm (Burglar) (each) - \$50.00 Fine for 6 <sup>th</sup> & 7 <sup>th</sup> False Alarm (Burglar) (each) - \$75.00 Fine for 8 <sup>th</sup> or More False Alarm (Burglar) (each) - \$100.00 Fine for 4 <sup>th</sup> False Alarm (Hold-Up/Panic) (each) - \$50.00 Fine for 5 <sup>th</sup> or More False Alarm (Hold-Up/Panic) (each) - \$75.00 Fine for 4 <sup>th</sup> False Alarm (Fire) (each) - \$50.00 Fine for 5 <sup>th</sup> False Alarm (Fire) (each) - \$75.00 Fine for 6 <sup>th</sup> or More False Alarm (Fire) (each) - \$100.00	<ul style="list-style-type: none"> <li>No change proposed.</li> </ul>
Alarm Systems – Commercial*	Registration – Initial Commercial Permit Fee (per year) - \$50.00  Commercial Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$50.00 Fine for 4 <sup>th</sup> & 5 <sup>th</sup> False Alarm (Burglar) (each) - \$50.00 Fine for 6 <sup>th</sup> & 7 <sup>th</sup> False Alarm (Burglar) (each) - \$75.00 Fine for 8 <sup>th</sup> or More False Alarm (Burglar) (each) - \$100.00 Fine for 4 <sup>th</sup> False Alarm (Hold-Up/Panic) (each) - \$100.00 Fine for 5 <sup>th</sup> or More False Alarm (Hold-Up/Panic) (each) - \$200.00 Fine for 4 <sup>th</sup> False Alarm (Fire) (each) - \$100.00 Fine for 5 <sup>th</sup> False Alarm (Fire) (each) - \$200.00 Fine for 6 <sup>th</sup> or More False Alarm (Fire) (each) - \$300.00	Registration – Initial Commercial Permit Fee (per year) - \$50.00  Commercial Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$50.00 Fine for 4 <sup>th</sup> & 5 <sup>th</sup> False Alarm (Burglar) (each) - \$50.00 Fine for 6 <sup>th</sup> & 7 <sup>th</sup> False Alarm (Burglar) (each) - \$75.00 Fine for 8 <sup>th</sup> or More False Alarm (Burglar) (each) - \$100.00 Fine for 4 <sup>th</sup> False Alarm (Hold-Up/Panic) (each) - \$100.00 Fine for 5 <sup>th</sup> or More False Alarm (Hold-Up/Panic) (each) - \$200.00 Fine for 4 <sup>th</sup> False Alarm (Fire) (each) - \$100.00 Fine for 5 <sup>th</sup> False Alarm (Fire) (each) - \$200.00 Fine for 6 <sup>th</sup> or More False Alarm (Fire) (each) - \$300.00	<ul style="list-style-type: none"> <li>No change proposed.</li> </ul>
Pipeline Permit*	New Pipeline Permit Fee - \$1,200.00 Adjusted, Relocated, or Replaced Pipeline Permit Fee - \$500.00 Transfer of Ownership Fee - \$50.00	New Pipeline Permit Fee - \$1,200.00 Adjusted, Relocated, or Replaced Pipeline Permit Fee - \$500.00 Transfer of Ownership Fee - \$50.00	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>
Fire Prevention and Life Safety Protection*	Underground/Above Ground Storage Tank Permit Fee - \$50.00 Automatic Fire Alarm System (Install or Addition) Permit Fee - \$25.00 Fire Suppression System (Install or Addition) Permit Fee - \$75.00	Underground/Above Ground Storage Tank Permit Fee - \$50.00 Automatic Fire Alarm System (Install or Addition) Permit Fee - \$25.00 Fire Suppression System (Install or Addition) Permit Fee - \$75.00	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>

<b>Parks and Recreation Existing Fee with Proposed Changes</b>		
Mass Gathering*	Application Fee - \$400.00 Inspection - \$200.00	No change proposed to mass gatherings. Recommended to add a deposit for following categories: Deposits: Clean-up and/or damage deposits Level I (\$100) – Events with up to 150 anticipated attendees where little activity is anticipated, and minimal setup is required. Level II (\$250) – Events with up to 499 anticipated attendees where moderate activity is anticipated, and some setup is required. Level III (\$500) – Events with up to 999 anticipated attendees where major activity is anticipated, and major setup is required. Level IV (\$1,000) – Events with up to 3,000 anticipated attendees where maximum activity is anticipated and maximum setup is required. Level V (\$2,000) – Events with over 3,000 anticipated attendees where maximum activity is anticipated, and maximum setup is required.
<b>Recreation Center Fees</b>		
<b>Membership Options</b>		
	Monthly	Annual (Pre-Pay)
Individual Membership Individuals 12 years & Up	Current Fee: \$35.00  Proposed Fee: Resident - \$35.00 Nonresident - \$50.00	Current Fee: \$350.00  Proposed Fee: Resident - \$350.00 Nonresident - \$450.00
Family Membership Up to 6 individuals from the same household	Current Fee: \$50.00  Proposed Fee: Resident - \$50 (Up to 6 individuals) Non-Resident - \$70 (Up to 6 individuals)	Current Fee: \$500.00  Proposed Fee: Resident - \$500 (Up to 6 individuals) Non-Resident - \$900 (Up to 6 individuals)
Silver Sneaker, Silver & Fit, or Renew Active Membership (Eligible individuals)	Free Enrollment	Free Enrollment
Silver and Fit Membership Eligible individuals	Free Enrollment (City staff is proposing to remove the fee type)	Free Enrollment (City staff is proposing to remove the fee type)
Eligible Membership Discounts Seniors (60+), Active Military, First Responder	-\$10.00	-\$75.00
Proposed - Please note that fees for miscellaneous merchandise will be based on Consumer Price Index (CPI) and prevailing market rates.		
<b>Day Pass</b>		
Single Use Day Pass	<del>\$5.00</del>	<del>\$5.00</del> (City staff is proposing to remove the fee type)
Youth (monthly)	<del>\$25.00</del>	(City staff is proposing to remove the fee type)
Adult Day Rate	<del>\$5.00</del>	(City staff is proposing to remove the fee type)
Youth Day Rate	<del>\$4.00</del>	(City staff is proposing to remove the fee type)
Child Day Rate	<del>\$2.00</del>	(City staff is proposing to remove the fee type)
Spectator	<del>\$2.00</del>	(City staff is proposing to remove the fee type)
Swim Diaper	<del>\$2.00</del>	(City staff is proposing to remove the fee type)
	Rate	Deposit
Multipurpose Room 1 w/ Kitchen (Member)	\$75.00/hr \$115/hr (after hours) *Minimum 2 hours	\$100 Current: (\$350 w/ alcohol) Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Multipurpose Room 1 w/ Kitchen Non-Member	\$100 per hour \$140 per hour (After hours) *Minimum 2 hours	\$100 Current: (\$350 w/ alcohol) Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
	\$50.00/hr	\$100

Multipurpose Room 2 w/o Kitchen	\$90/hr (after hours) *Minimum 2 hours	Current: (\$350 w/ alcohol) Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Multipurpose Rooms 1&2, Kitchen	\$125.00/hr *Minimum 2 hours	\$100
	\$165/hr (after hours) *Minimum 2 hours	Current: (\$350 w/ alcohol) Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Gymnasium Only	\$115.00/hr	Current: \$300 Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
		(\$600 w/ alcohol) Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Gymnasium w/ Kitchen	\$140.00/hr	\$350 Current: (\$650 w/ alcohol) Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Outdoor Plaza (Member)	\$50.00/hr	\$100 Current: (\$350 w/ alcohol) Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Indoor Party Package 1-25 Guests (Member)	\$100	\$100
Indoor Party Package 26-50 Guests (Member)	\$150	\$100
Indoor Party Package 51-75 Guests (Member)	\$200	\$100
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$250	\$200
Indoor Party Package 101-150 Guests, includes MP 1&2 (Member)	\$275	\$200
Outdoor Party Package 1-25 Guests (Member)	\$75	\$100
Indoor Party Package 26-50 Guests (Member)	\$100	\$100
Indoor Party Package 51-75 Guests (Member)	\$150	\$100
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$200	\$200
Private Pool Party Package 1-25 Guests (Member)	\$200	\$200
Private Pool Party Package 26-50 Guests (Member)	\$225	\$200
Private Pool Party Package 51-75 Guests (Member)	\$250	\$200
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Member)	\$275	\$200
Private Pool Party Package 101-150 Guests (Member)	\$350	\$200
Multipurpose Room 1 w/ Kitchen (Non-Member)	\$100.00/hr	\$100
	\$140/hr (after hours)	Current: (\$350 w/ alcohol) Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Multipurpose Room 2 w/o Kitchen (Non-Member)	\$75.00/hr	\$100
	\$115/hr (after hours)	Current: (\$350 w/ alcohol) Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
	\$150.00/hr	\$100



Multipurpose Rooms 1&2, Kitchen included (Non-Member)	\$190/hr (after hours)	Current: (\$350 w/ alcohol) Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Outdoor Plaza (Non-Member)	\$75.00/hr	\$100 Current:(\$350 w/ alcohol) Proposed: Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Indoor Party Package 1-25 Guests (Non-Member)	\$125	\$100
Indoor Party Package 26-50 Guests (Non-Member)	\$175	\$100
Indoor Party Package 51-75 Guests (Non-Member)	\$225	\$100
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$275	\$200
Indoor Party Package 101-150 Guests, includes MP 1&2 (Non-Member)	\$300	\$200
Outdoor Party Package 1-25 Guests (Non-Member)	\$100	\$100
Indoor Party Package 26-50 Guests (Non-Member)	\$125	\$100
Indoor Party Package 51-75 Guests (Non-Member)	\$175	\$100
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$225	\$200
Private Pool Party Package 1-25 Guests (Non-Member)	\$250	\$200
Private Pool Party Package 26-50 Guests (Non-Member)	\$275	\$200
Private Pool Party Package 51-75 Guests (Non-Member)	\$300	\$200
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$350	\$200
Private Pool Party Package 101-150 Guests (Non-Member)	\$400	\$200
Indoor or Outdoor Party Package Additional Hour(s)	\$50/hr	
Set-up Fees (non-party packages) 25 guests	\$20	
Set-up Fees (non-party packages) 50 guests	\$40	
Set-up Fees (non-party packages) 75 guests	\$60	
Set-up Fees (non-party packages) 100 guests	\$80	
Set-up Fees (non-party packages) 150 guests	\$100	
Set-up Fees (non-party packages) 200 guests	\$150	
Use of Public Parks User fees and obligations.		
Tournament Play – Other Than a Tournament – by Sponsor,	\$200.00	Proposed: Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of

Organizer, or Person Without Lights (per tournament, per day)	additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Tournament Play – Other Than a Tournament – by Sponsor, Organizer, or Person With Lights (per tournament, per day)	\$250.00 Proposed: Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Deposit for Cleaning (per tournament)	Current Fee: \$100.00 Proposed Fee: \$0.00 with the following notes - Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Practice Games for Any Athletic Team Other Than League or Tournament Teams With Lights (per hour)	Current Fee: \$20.00 per hour Proposed Fee: \$30.00 per hour	Proposed: Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.
Practice Games for Any Athletic Team Other Than League or Tournament Teams Without Lights (per hour)	Current Fee: \$15.00 per hour Proposed Fee: \$25.00 per hour	Proposed: Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.
Fee for Failing to Clean Space of Litter to Satisfaction of the Parks and Recreation Department (per hour)	\$20.00 per hour	Proposed: Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.
Use of Public Parks Use of city parks by athletic teams.		
<del>Fee per Athletic Team</del>	<del>\$20.00</del>	Proposed to eliminate this fee type.
<del>Tournament (per team, per tournament)</del>	<del>\$10.00</del>	Proposed to eliminate this fee type.
<del>Use for Practice (per team, per day)</del>	<del>\$10.00</del>	Proposed to eliminate this fee type.
Use of Public Parks Rental and deposit rates for pavilion and park rental facilities.		
	Rate	Deposit
Two Hours ( <del>Non-Resident</del> ) (Non-Member) Proposing to change from non-resident to non-member	Current Fee: \$35.00 Proposed Fee: Small pavilion (less than 1000 square feet): \$60.00 Large pavilion (greater than 1000 square feet): \$90.00  • Additional fees for staff and resources will be required for night usage. • Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.	\$50.00
Two Hours ( <del>Resident</del> ) (Member) Proposing to change from Resident to Member	Current Fee: \$25.00 Proposed Fee: Small pavilion (less than 1000 square feet): \$30.00 Large pavilion (greater than 1000 square feet): \$60.00  • Additional fees for staff and resources will be required for night usage. • Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing	\$50.00

	to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.	
Four Hours ( <del>Non-Resident</del> ) (Non-Member) Proposing to change from non-resident to non-member	Current Fee: \$60.00 Proposed Fee: Small pavilion (less than 1000 square feet): \$120.00 Large pavilion (greater than 1000 square feet): \$180.00  <ul style="list-style-type: none"> <li>• Additional fees for staff and resources will be required for night usage.</li> <li>• Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</li> </ul>	\$50.00
Four Hours ( <del>Resident</del> ) (Member) Proposing to change from Resident to Member	Current Fee: \$50.00 Proposed Fee: Small pavilion (less than 1000 square feet): \$60.00 Large pavilion (greater than 1000 square feet): \$120.00  <ul style="list-style-type: none"> <li>• Additional fees for staff and resources will be required for night usage.</li> <li>• Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</li> </ul>	\$50.00
All Day ( <del>Non-Resident</del> ) (Non-Member) Proposing to change from non-resident to non-member	Current Fee: \$85.00 Proposed Fee: Small pavilion (less than 1000 square feet): \$240.00 Large pavilion (greater than 1000 square feet) - \$360.00  <ul style="list-style-type: none"> <li>• Additional fees for staff and resources will be required for night usage.</li> <li>• Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</li> </ul>	\$50.00
All Day ( <del>Resident</del> ) (Member) Proposing to change from Resident to Member	Current Fee: \$75.00 Proposed Fee: Small pavilion (less than 1000 square feet): \$120.00 Large pavilion (greater than 1000 square feet): \$240.00  <ul style="list-style-type: none"> <li>• Additional fees for staff and resources will be required for night usage.</li> <li>• Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</li> </ul>	\$50.00
Entire Park Rental Proposing to add this fee since it is not addressed in the current fee schedule	\$500/hr minimum of two hours  <ul style="list-style-type: none"> <li>• Additional fees for staff and resources will be required for night usage.</li> <li>• Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</li> </ul>	\$50.00
After Hour Party Rental Fees Proposing to add this fee since it is not addressed in the current fee schedule	Hourly rental fee plus an additional \$40 per hour and parties must have approval by Recreation Superintendent or Facility Manager. Other rules apply for specific rentals.	

Lakeside Park Fees (New park opened in Feb. 2023, new fees associated with this park)	
Rental	Rental Rate
Lakeside Park Overlook	\$125.00/hr 2 hours minimum 20% of rental rate
Lakeside Park Stage	\$50.00/hr 2 hours minimum \$100 or 20% of rental rate (whichever is greater)
Lakeside Stage & Greenspace	\$100.00/hr 2 hours minimum 20% of rental rate
Lakeside Pavilion & Greenspace	\$275.00/hr 2 hours minimum 20% of rental rate
Lakeside Park Tables & Chairs Fee 25 guests	\$20.00
Lakeside Park Tables & Chairs Fee 50 guests	\$40.00
Lakeside Park Tables & Chairs Fee 75 guest	\$60.00
Lakeside Park Tables & Chairs Fee 100 guests	\$80.00
Lakeside Park Tables & Chairs Fee 150 guests	\$100.00
Lakeside Park Tables & Chairs Fee 200 guests	\$150.00

Animals			
Permit and Renewal*	Initial Permit Application Fee - \$25.00 (chicken, duck, rabbit) This fee is made to the code enforcement and not to Animal Services. We have an officer do the inspection of the property which takes about an hour. Yearly Renewal Fee of Permit Application Fee - \$5.00 (chicken, duck, rabbit)  Inspection of Grooming Facility: Permit Fee is paid through city hall We complete the inspection of the Facility which takes 1 hour by an ACO at \$19.50 an hour.	\$25.00 - Initial Permit Fee (chicken, duck, rabbit) This fee is made to the code enforcement and not to Animal Services  \$5.00 - Yearly Renewal Fee (chicken, duck, rabbit)  \$19.50 per hour, paid through City Hall - Inspection of Grooming Facility	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>
Impoundment*	First Impoundment: Spayed & Neutered Dogs and Cats \$25.00 Hours Required: 1 Cost per staff: \$19.50 Cost by Dept: \$15.00 Subsequent Impoundments: Spayed & Neutered Dogs & Cats & \$50.00 Hours Required: 1 Cost per Staff: \$19.50 Cost by Dept: \$15.00 Owner Surrender of Spayed & Neutered Dogs and Cats: \$50.00 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Impoundment of intact Dogs and Cats: \$50.00 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Subsequent impoundment of intact Dogs and Cats: \$100	\$25.00 - First impoundment of spayed & neutered dogs and cats 50.00 - Subsequent impoundments of spayed & neutered dogs & cats \$50.00 - Owner surrender of spayed & neutered dogs and cats \$50.00 - Impoundment of intact dogs and cats \$100.00 - Subsequent impoundment of intact dogs and cats \$75.00 - Owner surrender of intact dogs and cats  \$50.00 - Impoundment of small livestock \$100.00 - Subsequent impoundment of small livestock  \$50.00 - Impoundment of large livestock \$100.00 - Subsequent impoundment of large livestock	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>

	<p>Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00                  Owner Surrender of intact Dogs and Cats: \$75.00                  Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00                  Impoundment of Small Livestock: \$50.00                  Hours Required: 2 (2 ACO) Cost per Staff: \$19.50 Cost by Dept: \$25.00                  Subsequent impoundment of Small Livestock: \$100.00                  Hours Required: 2 (2 ACO) Cost per Staff: \$19.50 hr. Cost by Dept: \$25.00                  Impoundment of Large Livestock: \$50                  Hours Required: 3 Cost per Staff: \$19.50 Cost by Dept: \$100.00                  Subsequent impoundment of Large Livestock: \$100.00                  Hours Required: 3 Cost per Staff: \$19.50 Cost by Dept: \$15.00                  Daily handling Fee for impounded Dogs and Cats: \$15.00                  Hours Required: 3 ACO for a total of 16 hrs. a day between the officers. We are currently housing 60 animals and each day the ACO have to clean each kennel, feed twice a day and take outside. This takes approximately 16 hours of manpower a day.                  Daily handling fee for impounded Livestock: \$20.00                  Hours Required: 1 Cost per Staff: \$19.50                  Microchipping (registration): \$15.00                  Hours Required: 1 Cost per Staff: \$19.50 Cost by Dept: \$7.00                  Adoption Fee: \$60.00                  Hours Required: 1 Cost per Staff: \$19.50</p>	<p>\$15.00 - Daily handling Fee for impounded dogs and cats                  \$20.00 - Daily handling fee for impounded livestock                  \$15.00 - Microchipping (registration)                  \$60.00 - Adoption Fee</p>	
<p>Commercial (exhibition, grooming, dealer, stables, others) *</p>	<p>Show or Exhibition Permit Fee - \$100.00                  Grooming Permit Fee - \$250.00                  Dealer Permit (Retail and/or Wholesale Distributor) Fee - \$250.00                  Commercial (Not Covered by Dealer) Fee - \$250.00                  Commercial Stables Fee - \$250.00</p>	<p>\$100.00 - Show or Exhibition Permit Fee                  \$250.00 - Grooming Permit Fee                  \$250.00 - Dealer Permit (retail and/or wholesale distributor) Fee                  \$250.00 - Commercial (not covered by dealer) Fee                  \$250.00 - Commercial Stables Fee</p>	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>
<p>Alcoholic Beverages License (annual)*</p>	<p>License Fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person).                  Permit Fee – Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit).</p>	<p>License Fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person).                  Permit Fee – Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit) in compliance with state law.</p>	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>
<p>Food Establishment Permit (annual)</p>	<p>Sit down Dining: # of Employees (full &amp; part-time)                  1-6 employees \$200.00                  7-15 Employees \$250.00                  16-25 Employees \$300.00                  26-35 Employees \$350.00</p>	<p>Sit down dining - based on number of employees (full &amp; part-time)                  \$200.00 - 1 to 6 employees                  \$250.00 - 7 to 15 employees                  \$300.00 - 16 to 25 employees</p>	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>



	36-50 Employees \$400.00 51-75 Employees \$450.00 76-100 Employees \$500.00 101-150 Employees \$550.00 151+ Employees \$600.00	\$350.00 - 26 to 35 employees \$400.00 - 36 to 50 employees \$450.00 - 51 to 75 employees \$500.00 - 76 to 100 employees \$550.00 - 101 to 150 employees \$600.00 - > 150 employees	
School Food Service Permit (annual)	# of Employees (full & part-time) 1-6 employees \$200.00 7-15 Employees \$250.00 16-25 Employees \$300.00 26-35 Employees \$350.00 36-50 Employees \$400.00 51-75 Employees \$450.00 76-100 Employees \$500.00 101-150 Employees \$550.00 151+ Employees \$600.00	Based on number of employees (full & part-time)  \$200.00 - 1 to 6 employees \$250.00 - 7 to 15 employees \$300.00 - 16 to 25 employees \$350.00 - 26 to 35 employees \$400.00 - 36 to 50 employees \$450.00 - 51 to 75 employees \$500.00 - 76 to 100 employees \$550.00 - 101 to 150 employees \$600.00 - > 150 employees	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>
Day Care Facility Food Permit (annual)	1-20 Children \$150.00 21-30 Children \$175.00 31-50 Children \$200.00 51-75 Children \$225.00 76-100 Children \$250.00 101-150 Children \$275.00 151-200 Children \$300.00 201-250 Children \$325.00 251-300+ Children \$350.00	\$150.00 - 1 to 20 children \$175.00 - 21 to 30 children \$200.00 - 31 to 50 children \$225.00 - 51 to 75 children \$250.00 - 76 to 100 children \$275.00 - 101 to 150 children \$300.00 - 151 to 200 children \$325.00 - 201 to 250 children \$350.00 - > 250 children	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>
Temporary Food Establishment Permit (single event up to 2 weeks) An additional late fee of \$40.00 will be assessed if the permit is not received prior to the opening of the event.	\$40.00	\$40.00 - Permit Fee	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>
Mobile Food Unit Permit (annual)	\$250.00	\$250.00	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>
Additional Fees Food Permits:	Late Fee - \$50.00 Reinstatement Fee of Suspended Permit - \$75.00 Re-inspection Fee - \$150.00	Late Fee - \$50.00 Reinstatement Fee of Suspended Permit - \$75.00 Re-inspection Fee - \$150.00	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>
Credit Access Business Registration (annual)*	\$50.00	\$50.00	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>
Peddlers, Solicitors, and Transient Merchant License*	Application Fee: \$100.00 Fee for Each Additional Person's Photo Identification - \$15.00	Application Fee: \$100.00 Fee for Each Additional Person's Photo Identification - \$15.00	<ul style="list-style-type: none"> <li>No change is proposed.</li> </ul>
Carnival License*	Application Fee - \$250.00	\$500.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> </ul>
Dance Hall Licenses* (annual)	\$25.00	\$75.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> </ul>

Amusement Redemption Machine Game Rooms*	Initial certification fee for amusement redemption machine game room required: Up to 50 Amusement Redemption Machines - \$600.00 50 and Up to 75 Amusement Redemption Machines - \$900.00 More than 75 and Up to 100 Amusement Redemption Machines - \$1200.00 More than 100 and Up to 125 Amusement Redemption Machines - \$1500.00 For Each Amusement Redemption Machine Over 125 - \$12.00  Inspection and Amusement Redemption Machine Game Room License Fee (per machine) - \$50.00 Release of Machine Sealed for Non-Payment of License Fee - \$50.00	½ of the State Fee plus Single Machine and single person \$500.00 2 to 3 machines or players \$1,000.00 7 to 10 machines or players \$2,500.00 11 to 20 machines or players \$5,000.00 21 or more machines or players \$10,000.00 4 to 6 Machines or Players \$1,750.00	<ul style="list-style-type: none"> <li>Similar to the fees being charged by other cities in the area.</li> </ul>
Sexually Oriented Businesses* (annual)	Permitting or Licensing Fee (annual) - \$1500.00	Permitting or Licensing Fee (annual) - \$1500.00	No change is proposed.
Issuance of tax Certificate*	\$10.00	\$10.00	No change is proposed.
Administrative Fee (Lien Processing) Recording Fee (Lien Processing)	\$40.00	\$40.00	No change is proposed.
Penalty for Delinquent Ad Valorem Taxes* (based on amount of taxes to be paid)	20%	20%	No change is proposed.
Permit Issuance Fee* (per car to be operated in the city for a 12-month period, ending December 31)	Vehicle Permit Issuance Fee - \$50.00 Driver Background Information Check Fee - \$10.00	Vehicle Permit Issuance Fee - \$50.00 Driver Background Information Check Fee - \$10.00  <i>Fee for Nonconsent Tow levied pursuant to V.T.C.A. Occupations Code Ch. 2308.</i>	No change is proposed.

\* Ordinance # (Ord. No. 20210810-009, § 3, 8-10-21; Ord. No. 20210928-018, § 2, 9-28-21; Ord. No. 20220208-008, § 2(Exh. A), 2-8-22; Ord. No. 20220524-012, 2(Exh. A), 5-24-22; Ord. No. 20220913-021, § 2, 9-13-22; Ord. No. 20230124-012, § 1, 1-24-23; Ord. No. 20230301-002, § 3, 3-1-23; Ord. No. 20230912-016, § 2, 9-12-23; Ord. No. 20240109-006, § 2(Exh. A), 1-9-24)

City of Angleton Fee Study

Comparative Analysis  
Appendix 2

11/6/2024, 1/18/2025, 1/22/2025

1. Example calculations are highlighted in yellow  
2. Angleton Proposed Fee - To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff). To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Administrative/Processing fee	\$0.00	\$30 (excludes some planning applications)	Depends on the fee type		Depends on the fee type	Depends on the fee type	Depends on the fee type	\$30.00	\$15.00	\$35.00 (excluding planning applications)	\$30.00 (excluding planning applications)
Pre-development meeting	\$0.00	First meeting is free. \$50.00 per meeting from meeting #2 onwards. DAWG Meetings requiring Legal or Engineer presence must be prepaid at the hourly consultant rate.	\$0.00	Not found in the ordinance	\$0.00	Not found in the ordinance	Not found in the ordinance	\$0.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
<b>Platting</b>											
<b>Preliminary Plat</b>	Commercial •Less than two acres: \$1,000.00 •More than Two Acres: \$1,000.00 plus 25.00/additional acre •Plan Review Fee by City Engineer: \$1,000.00 deposit (typical review time 10-11 hours)  Residential •200 Lots or less: \$800.00 plus \$6.00 per lot •More than 200 Lots: \$4.00 per additional lot over 200 •Plan Review Fee by City Engineer: \$1,000.00 deposit (typical review time 10-11 hours)	\$1000 (filing / application) fee) + \$25/lot (residential) OR \$30/acre (commercial/multifamily)  Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	\$1000 (filing / application) fee) + \$8/lot (residential) OR \$30/acre (commercial/multifamily)	\$200.00 plus \$5.00 per acre for multiple dwelling areas, business areas or industrial areas not subdivided into lots	\$750.00 + \$10/lot (\$15/acre for reserves)	Base fee: \$750.00 plus Commercial and Reserve Acreage, per acre fee \$15.00 Residential Single-Family, per lot -\$5.00	Base \$500.00 Plus, per lot \$3.00 Plus, per acre of reserve \$15.00	Residential Base/ Application fee : \$500.00 plus \$2 per lot plus \$50.00 per acre or fraction thereof  Commercial/multi-family or other Base/ Application fee : \$750.00 plus \$750.00 plus \$50.00 per acre or fraction thereof	Residential \$750.00 plus \$2.00 per lot plus \$50.00 per acre Commercial or other \$750.00 plus \$50.00 per acre Multi-family \$750.00 plus \$10.00 per unit	\$500.00 + \$3.50 Per Lot + \$12.50 Per Acre	Filing fee: \$650.00 plus \$5.00 per lot plus \$12.50 per acre Base fee: \$400.00 covers 2 hours of review; additional review \$200.00 per hour
<b>Example Lot Area</b>	(filing/application) fee	\$1,000.00									
<b>2 acres</b>	2	\$50.00									
<b>2 lots</b>	2	\$60.00									
<b>Residential (2 lots)</b>		\$1,050.00	\$1,016.00		\$770.00	\$760.00	\$506.00	\$634.00	\$869.00	\$532.00	\$1,085.00
<b>Commercial (2 acres)</b>		\$1,060.00	\$1,060.00		\$770.00	\$780.00	\$506.00	\$880.00	\$865.00	\$532.00	\$1,085.00
<b>Estimated fees for a 100 lot single-family subdivision of 25 acres</b>	\$2,400.00	\$3,500.00	\$1,800.00	\$700.00	\$1,750.00	\$1,250.00	\$800.00	\$1,980.00	\$2,215.00	\$1,197.50	\$1,862.50
<b>Final Plat</b>	Commercial •Up to two acres: \$1,000.00 •More than Two Acres: \$1,000.00 plus 25.00/additional acre •Plan Review Fee by City Engineer: \$1,000.00 deposit  Residential •200 Lots or less: \$800.00 plus \$6.00 per lot •More than 200 Lots: \$4.00 per additional lot over 200 •Plan Review Fee by City Engineer: \$1,000.00 deposit	\$1000 (filing/application) fee) + \$25/lot (residential) OR \$30/acre (commercial/multifamily)  Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	\$1000 (filing/application) fee) + \$8/lot (residential) OR \$30/acre (commercial/multifamily)	\$400.00 plus \$5.00 per acre, plus county filing fees, for multiple dwelling areas, business areas or industrial areas not subdivided into lots	\$750.00 + \$25/lot and \$15/acre or fraction in reserves	Base fee: \$750.00 plus Commercial and Reserve Acreage, per acre fee \$15.00 Residential Single-Family, per lot -\$5.00	Base \$500.00 Plus, per lot \$3.00 Plus, per acre of reserve \$15.00	Residential Base/ Application fee: \$500.00 plus \$2 per lot plus \$50.00 per acre or fraction thereof  Commercial/multi-family or other: \$500.00 plus \$50.00 per acre or fraction thereof	Multi Family \$500.00 plus \$10.00 per unit Residential \$500.00 plus \$50.00 per acre Commercial or other \$500.00 plus \$50.00 per acre	\$500.00 + \$5.00 Per Lot + \$25.00 Per Acre	Filing fee: \$650.00 plus \$15.00 per lot plus \$20 per acre Base fee: \$400.00 covers 2 hours of review; additional review \$200.00 per hour
<b>Example Lot Area</b>	(filing/application) fee	\$1,000.00									
<b>2 lots</b>	2	\$50.00									
<b>2 acres</b>	2	\$60.00									
<b>Residential (2 lots)</b>		\$1,050.00	\$1,016.00		\$800.00	\$760.00	\$506.00	\$634.00	\$630.00	\$560.00	\$1,120.00
<b>Commercial (2 acres)</b>		\$1,060.00	\$1,060.00		\$800.00	\$780.00	\$506.00	\$630.00	\$630.00	\$560.00	\$1,120.00
<b>Estimated fees for a 100 lot single-family subdivision of 25 acres</b>	\$2,400.00	\$3,500.00	\$1,800.00	\$900.00	\$3,250.00	\$1,250.00	\$800.00	\$1,980.00	\$1,765.00	\$1,625.00	\$3,050.00
<b>Replat</b>	Commercial •Less than two acres - \$1,000.00 •More than Two Acres - \$1,000.00 plus 25.00/additional acre •Plan Review Fee by City Engineer deposit \$1,000.00  Residential •200 Lots or less - \$800.00 plus \$6.00 per lot •More than 200 Lots - \$4.00 per additional lot over 200 •Plan Review Fee by City Engineer deposit \$1,000.00	\$1000 (filing/application) fee) + \$25/lot (residential) OR \$30/acre (commercial/multifamily)  Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	\$600 plus \$6 per lot increase (residential) \$600 plus \$300/acre (non-residential and multi-family)	\$400.00 plus \$5.00 per acre, plus county filing fees, for multiple dwelling areas, business areas or industrial areas not subdivided into lots	\$500.00	\$750.00	Not found in the ordinance	Residential Base/ Application fee: \$250.00 plus \$3.50 per lot plus \$50.00 per acre or fraction thereof  Commercial/multi-family or other Base/ Application fee: \$750.00 plus \$50.00 per acre or fraction thereof	\$350.00	\$500.00 + \$5.00 Per Lot + \$25.00 Per Acre	\$650.00 plus \$5.00 per lot plus \$12.50 per acre Base fee: \$400.00 covers 2 hours of review; additional review \$200.00 per hour



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1. Example calculations are highlighted in yellow  
2. Angleton Proposed Fee - To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff). To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
<b>Example Lot Area</b>	Filing/application fee plus base fee	\$1,000.00									
2 lots	2	\$50.00									
2 acres	2	\$60.00									
Residential (2 lots)		\$1,050.00	\$600.00		\$500.00	\$750.00		\$387.00	\$350.00	\$560.00	\$1,085.00
Commercial (2 acres)		\$1,050.00	\$1,200.00		\$500.00	\$750.00		\$880.00	\$350.00	\$560.00	\$1,085.00
Development Plat	\$250.00 plus review expense	\$1000 (filing /application) fee) + + \$25/lot (residential) OR \$30/acre (commercial/multifamily)  Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	\$1000 (filing -/application) fee) + + \$8/lot (residential) OR \$30/acre (commercial/multifamily)	\$400.00 plus \$5.00 per acre, plus county filing fees, for multiple dwelling areas, business areas or industrial areas not subdivided into lots	\$750.00 plus \$15/acre			Residential Base/ Application fee : \$500.00 plus \$3.50 per lot plus \$50.00 per acre or fraction thereof  Commercial/multi-family or other Base/ Application fee : \$750.00 plus \$50.00 per acre or fraction thereof	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
<b>Example Lot Area</b>	Filing/application fee plus base fee	\$1,000.00									
2 lots	2	\$50.00									
2 acres	2	\$60.00									
Residential (2 lots)		\$1,050.00	\$1,018.00					\$637.00			
Commercial (2 acres)		\$1,060.00	\$1,060.00		\$780.00			\$880.00			
Amending Plat	\$250.00 plus review expense	\$600 filing fee plus \$6 per lot increase (residential) \$600 filing fee plus \$300/acre (non-residential and multi-family).  Additional resubmittal \$400 fee due upon resubmittal.	\$600 filing fee plus \$6 per lot increase (residential) \$600 filing fee plus \$30/acre (non-residential and multi-family)	\$200.00 plus county filing fees	\$500.00	\$750.00		Residential Base/ Application fee: \$250.00 plus \$3.50 per lot plus \$50.00 per acre or fraction thereof  Commercial/multi-family or other Base/ Application fee: \$750.00 plus \$50.00 per acre or fraction thereof	\$350.00	\$200.00	\$650.00 plus \$5.00 per lot plus \$12.50 per acre Base fee: \$400.00 covers 2 hours of review; additional review \$200.00 per hour
<b>Example Lot Area</b>	Filing/application fee plus base fee	\$600.00									
2 lots	2	\$12.00									
2 acres	2	\$60.00									
Residential (2 lots)		\$612.00	\$1,012.00		\$500.00	\$750.00		\$387.00	\$350.00	\$200.00	\$1,085.00
Commercial (2 acres)		\$660.00	\$1,060.00		\$500.00	\$750.00		\$880.00	\$350.00	\$200.00	\$1,085.00
Minor Plat	\$250.00 plus review expense	\$600 + \$6/lot (residential) \$600 + \$30/acre (nonresidential) \$150 (one existing home or business).  Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	\$600 + \$6/lot (residential) \$600 + \$30/acre (nonresidential) \$150 (one existing home or business)	\$200.00 plus county filing fees	\$500.00	\$750.00		Residential Base/ Application fee: \$250.00 plus \$3.50 per lot plus \$50.00 per acre or fraction thereof  Commercial/multi-family or other Base/ Application fee: \$750.00 plus \$50.00 per acre or fraction thereof	\$350.00	\$200.00	\$650.00 plus \$5.00 per lot plus \$12.50 per acre Base fee: \$400.00 covers 2 hours of review; additional review \$200.00 per hour
<b>Example Lot Area</b>	Filing/application fee plus base fee	\$600.00									
2 lots	2	\$12.00									

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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff). To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
2 acres	2	\$60.00									
Residential (2 lots)		\$612.00	\$1,012.00		\$500.00	\$750.00		\$387.00	\$350.00	\$200.00	\$1,085.00
Commercial (2 acres)		\$660.00	\$1,060.00		\$500.00	\$750.00		\$680.00	\$350.00	\$200.00	\$1,085.00
Vacate Plat		\$600.00/acre	\$600.00/acre	Not found in the fee ordinance	Not found in the fee ordinance	\$750.00		\$500.00		\$500.00	Not found
Subdivision Variance	\$0.00	\$400.00	\$400.00	\$250.00	\$500.00	\$450.00 per item	\$400.00	Residential \$150.00 per item Commercial \$300.00 per item	250.00 per each individual item	Residential \$150.00 Commercial \$300.00	Base fee : \$500 \$200 per hour for additional reviews
Tree Plan	\$0.00	\$150.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Construction Plans for Subdivision Improvements	50% of commercial permit plus review costs	One percent (1%) of the actual construction cost for projects fifty thousand dollars (\$50,000.00) or less, or Five hundred dollars (\$500.00) for the first fifty thousand dollars (\$50,000.00) plus one-half percent (0.5%) of the actual construction cost over \$50,000.00  Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	Not found in the ordinance	Not found in the ordinance	\$500.00 base plus \$50.00 per document page larger than legal size sheets RESUBMITTALS FOR PLAN REVIEW, STREETS, UTILITIES, PUBLIC SYSTEMS (After second submittal) \$250.00 base plus \$10.00 per document page PLAN REVIEW FOR BINDERS (every ten (10) sheets equal 1 document page) \$500.00 base plus \$5.00 per legal size or smaller sheets CIVIL SITE IMPROVEMENTS, STREETS, UTILITIES, PUBLIC SYSTEMS, ETC. \$1,000.00 flat fee for projects up to and including \$100,000.00. Over \$100,000.00- \$1,000.00 plus \$8.00 for each thousand over \$100,000.00 RE-CHECK FEE or VERIFICATION OF CORRECTIONS \$250.00	Plans Submittals – Add per acres over 100 \$5.00 Plans Submittals – Total Acreage – 0.00 to 5.99 acres \$450.00 Plans Submittals – Total Acreage – 16.00 to 99 acres \$800.00 Plans Submittals – Total Acreage – 6.0 to 15.99 acres \$700.00 Plans Submittals – Total Acreage – 100.00 or Greater Acres \$1,200.00  Plans Resubmittals – Total Acreage – 0.00 to 5.99 acres \$450.00 Plans Resubmittals – Total Acreage – 16.00 to 99 acres \$800.00 Plans Resubmittals – Total Acreage – 6.0 to 15.99 acres \$700.00	One percent (1%) of the actual construction cost for projects fifty thousand dollars (\$50,000.00) or less, or Five hundred dollars (\$500.00) for the first fifty thousand dollars (\$50,000.00) plus one-half percent (0.5%) of the actual construction cost over \$50,000.00	Base/ Application fee : \$950.00 Each Additional Plan Review \$100.00	Initial Submittal (1) 0 - 5.99 Acres - \$300.00 (2) 6.0 - 15.99 Acres - \$350.00 (3) 16.0 - 99.99 Acres - \$400.00 (4) 100 Acres or More - \$600.00 First Resubmittal (1) 0 - 5.99 Acres - \$150.00 (2) 6.0 - 15.99 Acres - \$115.00 (3) 16.0 - 99.99 Acres - \$200.00 (4) 100 Acres or More - \$300.00 Additional Resubmittals (1) 0 - 5.99 Acres - \$75.00 each (2) 6.0 - 15.99 Acres - \$90.00 each (3) 16.0 - 99.99 Acres - \$100.00 each (4) 100 Acres or More - \$150.00 each	Base fee : \$950.00 Each Additional Plan Review \$100.00	Base fee: \$400.00 covers 2 hours of review; additional review \$200.00 per hour
Land Plan/Concept Plan	50% of commercial permit plus review costs	0 -5 cares - \$1800.00 5 - 25 acres - \$2,000.00 25 - 50 acres - \$2,400.00 50 - 75 acres - \$3,000.00 75 - 100 acres - \$3, 800 >100 acres - \$4, 600	Cluster Plans: 0 - 5 cares - \$1800.00 5 - 25 acres - \$2,000.00 25 - 50 acres - \$2,400.00 50 - 75 acres - \$3,000.00 75 - 100 acres - \$3, 800 >100 acres - \$4, 600	Not found in the ordinance	50- 100 acres \$1000 >101 acres \$2000	Per Submittal \$ 2,000.00.00 Minor Amendment : \$750.00 Major Amendment \$ 1,500.00 plus \$10.00 per acre (Max \$3,500)	Land plan : \$1,500.00 Amendment : \$750.00	Residential Base/ Application fee : \$500.00 plus \$50.00 per acre or fraction thereof  Commercial/multi-family or other Base/ Application fee : \$750.00 plus \$750.00 plus \$50.00 per acre or fraction thereof	Residential \$750.00 plus \$2.00 per lot plus \$50.00 per acre Commercial or other \$750.00 plus \$50.00 per acre Multi-family \$750.00 plus \$10.00 per unit	\$500.00 + \$3.50 Per Lot + \$12.50 Per Acre	Filing fee: \$650.00 plus \$5.00 per lot plus \$12.50 per acre Base fee: \$400.00 covers 2 hours of review; additional review \$200.00 per hour
Development Agreement	Admin. Fee - 5% of Project Cost (up to \$10,000.00)	Require deposit for staff/consultant expenditure including but not limited to parkland evaluation, infrastructure, utilities, other service agreements \$5000 deposit for third party reviews fees. Additional cost if any will be billed to the applicant.	Not found in the fee ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Extension of Preliminary Plat Approval	\$0.00	\$150.00	\$150 filing fee	Not found in the ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Base/ Application fee: \$150.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Plat Recordation	\$0.00	County recordation fee plus City expenses	Not found in the fee ordinance	\$120 plus \$25 for each additional page	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Recheck fees - plats and construction drawings	\$0.00	\$400/submittal, due upon resubmittal	\$200/submittal	Not found in the ordinance	\$250.00	Not found in the ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance

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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff). To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
<b>Zoning</b>											
Annexation/Deannexation	\$0.00	Large tract (>10 acres) - \$500 plus staff/consultant expenditure Smaller tracts (0-10 acres) - \$500 plus staff/consultant expenditure	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Rezoning/ FLUM Amendment.	\$150.00	0-5 acres - Base fee \$1000 + \$25.00/each zone 5-25 acres - Base fee \$1000 + \$25.00/each zone 25-50 acres - Base fee \$1025 + \$25.00/each zone 50-75 acres - Base fee \$1050 + \$25.00/each zone 75-100 acres - Base fee \$1075 + \$25.00/each zone 100+ acres - Base fee \$1100 + \$25.00/each zone	0-5 acres - Base fee \$1000 + \$25.00/each zone 5-25 acres - Base fee \$1000 + \$25.00/each zone 25-50 acres - Base fee \$1025 + \$25.00/each zone 50-75 acres - Base fee \$1050 + \$25.00/each zone 75-100 acres - Base fee \$1075 + \$25.00/each zone 100+ acres - Base fee \$1100 + \$25.00/each zone	No zoning	\$1,800.00	Application fee: \$50.00 plus \$25 per acre	Not found in the fee ordinance	No zoning	No zoning	\$600.00 + \$15.00 Per Acre	\$1,500.00
Rezoning Application Fee (if waiver request granted before expiration)	150% of the zoning application fee	150% of the zoning application fee	Not found in the fee ordinance	No zoning	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Specific Use Permit	\$150.00	0-5 acres - Base fee \$1000 + \$25.00/each zone 5-25 acres - Base fee \$1000 + \$25.00/each zone 25-50 acres - Base fee \$1025 + \$25.00/each zone 50-75 acres - Base fee \$1050 + \$25.00/each zone 75-100 acres - Base fee \$1075 + \$25.00/each zone 100+ acres - Base fee \$1100 + \$25.00/each zone	0-5 acres - Base fee \$1000 + \$25.00/each zone 5-25 acres - Base fee \$1000 + \$25.00/each zone 25-50 acres - Base fee \$1025 + \$25.00/each zone 50-75 acres - Base fee \$1050 + \$25.00/each zone 75-100 acres - Base fee \$1075 + \$25.00/each zone 100+ acres - Base fee \$1100 + \$25.00/each zone	No zoning	\$1,500.00						\$2,000.00 commercial use/ religious/other nonprofit uses \$100.00 for any single-family residential SUP when application is made by owner and use is for the benefit of owner who will occupy the property  \$200.00 any review of the application beyond the initial review by city personnel either prior to filing or after filing for each review requested; \$50.00 for a review of application made by the owner occupied structure/use made the basis of the SUP

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Zoning Variance	\$150.00	\$500.00	\$500.00	No zoning	\$750.00	\$400.00 for each item	\$400.00	No zoning	No zoning	Residential Zoning Variance \$150.00 Commercial Zoning Variance \$300.00	\$500.00 \$200.00 any review of the appeal beyond the initial review by city personnel either prior to filing or after filing for each review requested \$50.00 for a review of appeal made by the owner occupied structure/use made the basis of the appeal.
Special Exception/BOA- (Processed same as Zoning Variance)	\$150.00	\$500.00	\$150.00 base + \$250.00 filing fee	No zoning	\$500.00	\$450.00 per item	\$400.00	Residential \$150.00 Commercial \$300.00		Residential \$150.00 Commercial \$300.00	Base fee : \$500 \$200 per hour for additional reviews
Special Exception/Administrative	\$150.00	\$150.00	Not found in the fee ordinance	No zoning	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Planned Development	150% of the zoning application fee	0-5 acres - \$1800.00* 5-25 acres - \$ 2000.00* 25-50 acres - \$2400* 50-75 acres - \$3000* 75-100 acres - \$3800* 100+ acres - \$4600* *Deposit required for special districts	0-5 acres - \$1800.00 5-25 acres - \$ 2000.00 25-50 acres - \$2400 50-75 acres - \$3000 75-100 acres - \$3800 100+ acres - \$4600	No zoning	Public notice fee - \$150 Small PUD - \$4000 Medium PUD - \$4000 + \$40/acre Large PUD (<1000 acre) - \$10000 plus\$30/acre Large PUD (>1000 acre) - \$20000 plus \$20/acre PUD amendment - \$500	Not found in the ordinance.	Concept Plan - \$750.00	No zoning	No zoning		\$2,500.00
Waiver Fee	\$100.00	\$100.00	Not found in the fee ordinance	No zoning	Not found in the fee ordinance	Not found in the fee ordinance	No zoning	No zoning	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Zoning Verification Letter (without legal review)	\$0.00	\$25 residential, \$35 commercial	\$25 residential, \$35 commercial	No zoning	\$50.00	Not found in the fee ordinance	Not found in the fee ordinance	No zoning	No zoning	Not found in the fee ordinance	\$85.00
Zoning Verification Letter/interpretation (with legal review)	\$0.00	\$25 residential, \$35 commercial Additional fee for staff/consultant expense may be required.	Not found in the fee ordinance	No zoning	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Vested Rights Verification Letter	\$0.00	\$25 residential, \$35 commercial Additional fee for staff/consultant expense may be required.	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Written Interpretation of the Code	\$0.00	\$25 residential, \$35 commercial Additional fee for staff/consultant expense may be required.	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Land Development Code (LDC)/Zoning Text Amendment	Not in the current fee schedule.	Not in the current fee schedule.	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Written Interpretation	\$0.00	See Written Interpretation of the Code	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance

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Legal Lot Verification	\$0.00	\$25 residential, \$35 commercial Additional fee for staff/consultant expense may be required.	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Land Plan/General Plan/Conceptual Plan/Site Development Plan applications if required by the code	Already listed above	Already listed above		Not found in the fee ordinance							
<b>Commercial Building Permits</b>											
Commercial Building Permits	Cost of Construction: \$1,000 and Less- \$20.00 minimum Cost of Construction: \$1,000 to \$49,999 - \$20.00 for first \$1,000.00 of construction cost, plus \$5.00 for each additional \$1,000.00 or fraction thereof. Cost of Construction: \$1,000 to \$49,999- \$20.00 for first \$1,000.00 of construction cost, plus \$5.00 for each additional \$1,000.00 or fraction thereof. Cost of Construction: \$1,000 to \$49,999 - \$20.00 for first \$1,000.00 of construction cost, plus \$5.00 for each additional \$1,000.00 or fraction thereof. Cost of Construction: \$50,000 to \$99,000 - \$260.00 for first \$50,000.00, plus \$4.00 for each additional \$1,000.00 or fraction thereof. Cost of Construction: \$50,000 to \$99,000 - \$260.00 for first \$50,000.00, plus \$4.00 for each additional \$1,000.00 or fraction thereof. Cost of Construction: \$100,000 to \$499,999 - \$460.00 for first \$100,000.00, plus \$3.00 for each additional \$1,000.00 or fraction thereof. Cost of Construction: \$500,000 and Up - \$1,660.00 for first \$500,000.00, plus \$2.00 for each additional \$1,000.00 or fraction thereof.	Application fee/processing : \$30.00 Based on valuation beginning at \$15 \$15 for first \$1000 plus \$5 for each \$1000 of fraction thereof. Minimum \$100.00 per square feet will be used as the valuation	Application fee/processing : \$0.00 Based on valuation beginning at \$16.50 \$16.50 for first \$1000 plus \$5.5 for each \$1000 of fraction thereof. Minimum \$100.00 per square feet will be used as the valuation  Accessory structure \$120-\$180	First \$1,000.00 of construction value plus - up to and including \$50,000.00 - \$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$50,000.00  \$50,000.00 to \$100,000.00 - \$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof to and including \$100,000.00  \$100,000.00 to \$500,000.00 - \$460.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.00  \$500,000.00 and up - \$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof  Minimum fee - \$50	Application fee/processing : \$30 Minimum fee-\$50.00 \$15.00 for the first \$1,000.00 of construction value plus; \$5.00 per thousand, up to and including \$50,000.00 \$260 for the first \$50,000.00 plus \$4 per additional thousand \$460 for the first \$100,000.00 plus \$3 per additional thousand \$1,660 for the first \$500,000.00 plus \$2 per additional thousand.	General fee : \$25.00 plus \$0.55 per square feet	\$1,000.00 and less - \$20.00 \$1,000.00 to \$50,000.00 \$20.00 for the first \$1,000.00, plus \$7.00 for each additional thousand or fraction thereof, to and including \$50,000.00.* \$50,000.00 to \$100,000.00 \$363.00 for the first \$50,000.00, plus \$5.50 for each additional thousand or fraction thereof, to and including \$100,000.00.* \$100,000.00 to \$500,000.00 \$638.00 for the first \$100,000.00, plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000.00.* \$500,000.00 and up \$2,238.00 for the first \$500,000.00, plus \$2.50 for each additional thousand or fraction thereof.	Base fee : \$50.00 plus third party review fees	Application/processing fee : Not found Valuation of \$0 - \$20,000. \$100.00 Valuation of \$21,000 to \$50,000 \$100.00 the 1st \$21,000 plus \$5.00 for each additional \$1,000 or fraction thereof, up to and including \$50,000 Valuation of \$50,001 to \$100,000 \$260 for the 1st \$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, up to and including \$100,000 Valuation of \$100,001 to \$500,000 \$460 for the 1st \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof, up to and including \$500,000 Valuation of \$500,001 and up \$1,660 for the 1st \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof	Application fee/processing : Not found \$50,000.00 or Less - \$700.00 + \$5.75 per thousand over \$1,000.00 or fraction thereof \$50,001.00 to \$100,000.00 - \$800.00 + \$4.75 per \$1,000.00 or fraction thereof over \$50,001 \$100,001.00 to \$500,000.00 - \$1,000.00 + \$3.50 per \$1,000.00 or fraction thereof over \$100,001 \$500,001.00 to \$1,000,000.00 - \$3,500.00 + \$3.00 per \$1,000.00 or fraction thereof over \$500,001.00 \$1,000,001.00 or more - \$4,064.00+ \$3.00 per \$1,000.00 or fraction thereof over \$1,000,001.00	Application fee/processing : \$30.00 \$1,000.00 and less \$250 base fee. \$1,001.00 to \$50,000.00 - \$700.00 for the first \$1,001.00 plus \$5.75 for each additional thousand or fraction thereof, to and including \$50,000.00. \$50,001.00 to \$100,000.00 - \$800.00 for the first \$50,001.00 plus \$4.75 for each additional thousand or fraction thereof, to and including \$100,000.00. \$100,001.00 to \$500,000.00 - \$1,000.00 for the first \$100,001.00 plus \$3.50 for each additional thousand or fraction thereof, to and including \$500,000.00. \$500,001.00 to \$1,000,000.00 - \$3,500.00 for the first \$500,001.00 plus \$3.00 for each additional thousand or fraction thereof. \$1,000,001.00 and up \$4,000.00 for the first \$1,000,001.00 plus \$3.00 for each additional thousand or fraction thereof
Additional Fees for Construction Building Permit	Storm Water Permit - \$45.00 If Impervious Cover >30000 square feet - \$500.00	Refer to site development permit fees	Not found in the fee ordinance	Minimum amount \$45.00 Incremental amount for each full or partial acre site, in excess of one acre \$45.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Commercial Development - valued at \$500,000 and an area of 5000 square feet	\$1,660.00	\$2,540.00	\$2,761.00	\$1,660.00	\$1,660.00	\$2,775.00	\$2,238.00	\$1,980.00	\$1,675.00	\$2,400.00	\$2,430.00
Commercial Development - valued at \$1 million	\$2,660.00	\$5,040.00	\$5,511.00	\$2,660.00	\$2,690.00	\$5,575.00	\$3,488.00	\$2,530.00	\$2,675.00	\$5,500.00	\$5,580.00
<b>Residential Building Permits</b>											

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Appendix 2

11/6/2024, 1/18/2025, 1/22/2025

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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff). To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
New Construction - Residential	.50 per square foot (min \$60.00)	Application fee/processing : \$30.00 .50 per square foot (min \$60.00).	\$0.41/sf (incl two-family)	\$0.40 per sq. ft.	\$0.40/sf (\$50 min)	General fee - \$25 0.35 per square feet	\$0.40 per square foot of covered area	Base fee \$30.00 plus third party review fees	0-1,500 S.F. \$785.00 1,501-10,000 S.F. \$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F. Over 10,000 S.F. \$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F	<4,000 Sq. Ft. - \$0.42/S.F. +1/2 Plan Review Fee + \$35 Application Fee + \$600 Inspection Fee =>4,000 Sq. Ft. : \$0.50/S.F. +1/2 Plan Review Fee + \$35 Application Fee + \$600 Inspection Fee Plan Review Fee is 1/2 of the calculated permit fee	Application fee - \$30 \$0.35 per square foot plus Plan checking fee ( half of permit fee)
Single Family Residential - 2,000 square feet	\$1,000.00	\$1,030.00	\$822.00	\$860.00	\$820.00	\$725.00	\$800.00	\$1,020.00	\$975.00	\$1,685.00	\$1,080.00
Alterations/Additions/Remodel - Residential	.30 per square foot (min \$20.00)	Application fee/processing : \$30.00 \$0.40/sf	120.00-\$180.00	Not found in the ordinance	\$0.40/sf (\$50 min)	General fee - \$25 plus 0.35 per square feet	\$1,000.00 and less - \$20.00 \$1,000.00 to \$50,000.00 \$20.00 for the first \$1,000.00, plus \$7.00 for each additional thousand or fraction thereof, to and including \$50,000.00.* \$50,000.00 to \$100,000.00 \$363.00 for the first \$50,000.00, plus \$5.50 for each additional thousand or fraction thereof, to and including \$100,000.00.* \$100,000.00 to \$500,000.00 \$638.00 for the first \$100,000.00, plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000.00.* \$500,000.00 and up \$2,238.00 for the first \$500,000.00, plus \$2.50 for each additional thousand or fraction thereof.	Base fee : \$30.00 plus third party review fees	\$100.00 - \$160	Additions - <4,000 Sq. Ft. - \$0.42/S.F. +1/2 Plan Review Fee + \$35 Application Fee + \$600 Inspection Fee =>4,000 Sq. Ft. : \$0.50/S.F. +1/2 Plan Review Fee + \$35 Application Fee + \$600 Inspection Fee Plan Review Fee is 1/2 of the calculated permit fee Remodel: \$0.35/S.F. + 1/2 Plan Review Fee + \$35.00 Application Fee+ \$600.00 Inspection Fee	Application fee : \$30 Over 500 square feet with a concrete foundation is a base fee of \$100.00 plus \$.08 a square foot. Over 500 square feet without concrete foundation is \$25.00 Under 500 square feet with a concrete foundation is a base fee of \$50.00 plus \$.08 a square foot. Under 500 square feet without concrete foundation is \$25.00
Single Family Residential - 500 sq ft addition	\$150.00	\$230.00	\$180.00		\$200.00	\$200.00	\$300.00	\$160.00	\$175.00	\$853.75	\$170.00
Window Replacement Permit - Residential	1-5 windows - \$25.00 6+ windows - \$50.00	Application fee/processing : \$30.00 plus \$5.00 per window	Not found in the fee ordinance	First five windows: each additional window: \$7.00 each.	Not found in the fee ordinance	Not found in the fee ordinance	\$15.00 per window	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Plan Review	50% of permit fee	50% of permit fee	50% of permit fee	50% of permit fee	50% of permit fee	50% of permit fee	50% of permit fee Additional plan reviews (after second resubmittal) \$50.00/hr	50% of permit fee Included in the building permit fee	50% of permit fee Included in the building permit fee	50% of permit fee Included in the building permit fee	50% of permit fee
Re-Inspection Fee	\$25.00	Application fee/processing : \$30.00 Residential : \$20.00 Commercial : \$100	\$75.00	\$100.00	Residential : \$50.00 Commercial : 100	Depends on the type of permit	\$50.00	Third party fees	\$100.00	\$60.00	\$50 increases in increments of \$25.00 each for each subsequent reinspection
After-hours Inspection Fee	\$0.00	Application fee/processing : \$30.00 Commercial - \$120 Residential - \$35	\$120.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	\$50.00/hr. (minimum charge of three hours)	Third party fees	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Permit Renewal/Extension prior to Expiration	\$0.00 (case by case decision)	Case by case basis decision will be made by the City.	Not found in the ordinance	If job is not completed in six months: Commercial - \$300 Residential - \$100	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	\$0.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Permit Renewal after Expiration	\$0.00 (case by case decision)	Case by case basis decision will be made by the City.	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	\$0.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance

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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff). To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Work without issuance of a permit	Twice the permit fee	Twice the permit fee	Twice the permit fee	Not found in the ordinance	\$200.00	Commercial - \$250 Residential - \$75	Not found in the ordinance	Twice the permit fee	Twice the permit fee	\$350.00	Twice the permit fee
Contractor Registration	\$50.00	Application/processing fee - \$30 Registration fee - \$100 As per state law Electrical, Mechanical, or Plumbing Contractors are exempt from the fee (not from the registration requirement).	Not found in the fee ordinance	Not found in the ordinance	\$0.00	Not found in the fee ordinance	\$100.00	Annual fee : \$100 per contractor (not type)	Not found in the fee ordinance	General Residential & Commercial, Irrigation, Sign & Pool: \$200.00 Annually Electrical, Plumbing & Mechanical : No Fee	Annual fee : \$100 Administration fee: \$100
Accessory Structures (sheds, patios, pole barns, decks) - Residential if has electric/plumbing or over 200 square feet	.30 per square foot (min \$60.00)	Application/processing fee : \$30 Permit fee - .30 per square foot	\$60-\$120	Not found in the ordinance	Not found in the fee ordinance	\$25	Carport and/or Patio Cover \$75 Decks - \$75 flat rate	Base fee : \$30.00 plus third party fees	\$100 per trade	\$0.11 per sq. ft. + 1/2 Plan Review Fee + \$35 Application Fee + \$120 inspection fee	Over 500 square feet with a concrete foundation is a base fee of \$100.00 plus \$.08 a square foot. Permit fee for structures over 500 square feet without concrete foundation is \$25.00 Under 500 square feet with a concrete foundation is a base fee of \$50.00 plus \$.08 a square foot Construction of patios with no cover, driveways, parking lots and sidewalks. (1) Application preparation: \$30.00. (2) First driveway: \$8.00. (3) Each additional driveway: \$4.50. (4) Flatwork, parking lots and paved areas: (A) Up to 1,000 square feet: \$30.00. (B) Each additional 1,000 square feet: \$1.50. (5) Sidewalks and/or walkways. (A) First 100 linear feet: \$15.00. (B) Each additional 100 linear feet: \$3.00. (C) 1st reinspection: \$50.00. Fee increases in increments of \$25.00 for each subsequent reinspection. (i) Dumpster enclosure and pad:\$50.00.
Detached garages/Carports - Residential	\$60.00	Application/processing fee - \$30 Permit fee - \$75	Minor (one inspection) - \$60 Major (two or more inspections) - \$180	Not found in the fee ordinance	Not found in the fee ordinance	\$25	\$75.00	Base fee : \$30.00 plus third party fees	\$100 per trade	\$0.11 per sq. ft. + 1/2 Plan Review Fee + \$35 Application Fee + \$120 inspection fee	Over 500 square feet with a concrete foundation is a base fee of \$100.00 plus \$.08 a square foot. Permit fee for structures over 500 square feet without concrete foundation is \$25.00 Under 500 square feet with a concrete foundation is a base fee of \$50.00 plus \$.08 a square foot Construction of patios with no cover, driveways, (Application preparation: \$30.00. First driveway: \$8.00. Each additional driveway: \$4.50. Flatwork, parking lots and paved areas: Up to 1,000 square feet: \$30.00. Each additional 1,000 square feet: \$1.50.

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Fence	\$40.00	Application/processing fee - \$30 Commercial-based on valuation beginning at \$15, \$15 for first \$1000 plus \$5 for each \$1000 of fraction there of. Accessory structure \$120-\$180	Commercial-based on valuation , \$16.50 for first \$1,000.00; \$5.50 for each \$1,000.00 or fraction thereof thereafter	Not found in the fee ordinance	\$25.00	Residential \$25.00 for first 50 linear feet plus \$10 per each additional 50 linear feet Residential Administration Fee - \$10.00  Commercial General fee - \$25 Service Fee - \$25.00 \$25.00 for first 50 linear feet plus \$10 per each additional 50 linear feet	Residential - (over 7' high only) \$0.75 for the first 50 feet, then \$10.00 for each additional 50 linear feet	Base fee : \$30.00 plus third party fees	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Solar Panels (Electrical Permit - Minimum Fee)	\$20.00 (Electrical Minimum Permit Fee)	Residential - \$35 flat fee Application/processing fee - \$30 Commercial - based on valuation beginning at \$15, \$15 for first \$1000 plus \$5 for each \$1000 of fraction there of.	Not found in the fee ordinance	Residential: Panels: First 2,000 sq. ft., base fee: \$75.00, and each additional 1,000 sq. ft.: \$20.00 each. Plan review: half of the permit fee	Not found in the fee ordinance	Electrical permit fee plus \$50 for each solar panel	\$75 flat fee	Third party fees	Not found in the fee ordinance	\$250 (Includes plan review and inspection fees)	Not found in the fee ordinance
Swimming Pools	Public - \$100.00 Private-in ground - \$50.00 Private above ground - \$25.00	Application/processing fee - \$30 Residential: \$35.00. Commercial: \$980.00.	Residential - \$350 plus \$120 electrical permit fee	Residential: \$0.70 per sq. ft. of pool area Commercial: based on valuation , same as that of commercial building permit	Information missing. Electrical and plumbing can be included in one permit, fee is based on a minimum of 25 % of the permit fee	Residential - 0.35 per surface area plus electrical permit fee	Swimming Pools without Deck - \$300.00 flat fee Swimming Pools with Deck - \$350.00 flat fee	BV fees	Not found in the fee ordinance	\$950 (Includes plan review and inspection fees)	Application - \$30.00. Commercial: \$980.00. Residential: \$110.00.
Driveways/Flatwork	\$25.00	Application/processing fee - \$30 Residential \$25.00 Commercial \$300.00	Not found in the fee ordinance	\$75.00	Residential - \$100.00 per crossing Commercial - \$150 Commercial fronting TxDOT - \$500	Not found in the fee ordinance	Per approach - \$75 expansion - 0.5 per square feet	Residential Base fee: \$50.00 per crossing Commercial Base fee: \$100.00 per crossing	Not found in the fee ordinance	Residential \$95.00 Commercial \$300.00	First driveway: \$8.00. Each additional driveway: \$4.50.
Roof Permit -Residential	\$60.00	Application/processing fee - \$30 Permit fee - \$60	Not found in the fee ordinance	First 2,000 sq. ft. (20 squares), base feet: \$75.00, and each additional 1,000 sq. ft.: \$20.00 each	Not found in the fee ordinance	Administration fee - \$10 Reroof - \$50	Single family - \$75	Base fee : \$30.00 plus third party fees	Not found in the fee ordinance	Not found in the fee ordinance	\$15.00
Demolition Permit (Wrecking)	\$25.00	Application/processing fee - \$30 Permit fee - \$50	\$60.00	\$100.00	\$50.00	Residential - \$25 admin. fee \$10 plus Commercial - \$50 plus admin. fee \$25	0 up to 100,000 cu. ft. - \$50.00 100,000 cu. ft. and over - \$0.50/1,000 cu. ft.	With utilities \$200.00  Without utilities \$50.00	Not found in the fee ordinance	\$135.00 per building	0 up to 100,000 cu. ft. - \$50.00 100,000 cu. ft. and over - \$0.50/1,000 cu. ft.
Moving Permit (Structures)	\$25.00	Application/processing fee - \$30 Permit fee - \$100	Not found in the fee ordinance	\$100.00	Not found in the fee ordinance	Not found in the fee ordinance	\$100.00	\$100.00 per structure	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Temporary Structures (including tents)	\$0.00	Application/processing fee - \$30 Permit fee - \$100 (over 200 square feet)	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$250 per section	Electrical permit fee For the installation of 10 kva or less - \$20.00 All loads above 10 kva - \$2.00/kva	Third party fees	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance



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Foundation Repair or House Leveling Permit - Residential	\$50.00	Application/processing fee - \$30 Permit fee - \$75	Not found in the fee ordinance	First 50 piers: \$80.00 base fee, and each additional pier: \$3.50 each	Not found in the fee ordinance	\$50 plus admin fee \$10	\$75.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Backflow/Irrigation/Lawn Sprinkler Permit	Minimum permit fee - \$20.00 Base permit fee - \$7.50 plus FIXTURE OF TRAP - \$4.00ea WATER LINE - \$7.50ea GAS TEST FINAL - \$7.50ea SEWER LINE - \$7.50ea GAS PIPING SYSTEM - \$4.00/outlet WATER HEATER - \$4.00ea GAS OR ELECTRIC YARD SPRINKLER - \$5.00ea more than 5 heads - \$0.50ea BACKFLOW DEVICE - \$25.00ea	Application/processing fee - \$30 Backflow Device test - \$10 plus plumbing fee (\$20 application fee plus \$5 per device) Residential irrigation - \$30 Commercial irrigation - \$100	Backflow prevention assembly testing: Test report fee \$40.00 Annual registration, year \$100.00	Irrigation systems: (1) Plan review \$50.00 (2) Permit approval \$40.00 (3) On-site inspection \$40.00 (4) Re-inspection fee \$40.00	Irrigation Residential : \$140 Commercial : \$200	Part of plumbing permit Back Flow Preventers: Not a Single Irrigation \$25 Irrigation with Backflow device - \$75 Commercial admin, fee \$25	Backflow Device test - \$10 plus plumbing fee (\$20 application fee plus \$5 per device) Residential irrigation - \$30 Commercial irrigation - Up to 5 zones \$60.00 6 to 10 zones \$80.00 11 or more zones \$100.00	\$0.00	Not found in the fee ordinance	Not found in the fee ordinance	Backflow - Not found in the fee ordinance Sprinkler: • First five (5) sprinkler heads: \$10.00 • Each additional sprinkler head: \$1.50 ea. Total of Above (Minimum \$15.00): Application Fee: \$ 30.00
Manufactured Home Park License	License Fee - \$50.00 Renewal Fee - \$50.00 Additional Fee for Each MH Space over Five Spaces - \$10.00 Transfer Fee - \$50.00	Application/processing fee - \$30 Annual fee - \$50 plus \$15 per space Transfer Fee - \$50.00	Not found in the fee ordinance	Interim license and original manufactured home park license (section 24½-32), per manufactured home space \$35.00 Transfer of license for manufactured home park (section 24½-32) \$50.00	Annual fee : \$100 plus \$5 per space	Annual Park Renewal Application/Registration Fee - \$25.00 New Park Application Fee - \$500.00 Park Renewal Annual Fee per Space \$20.00	Annual fee - \$50 plus \$15 per stand	Annual license fee - \$25.00 for the first 2 spaces plus \$2 per mobile home Transfer fee - \$25	Not found in the fee ordinance	Not found in the fee ordinance	Annual license fee - \$25.00 for the first 2 spaces plus \$2 per mobile home Transfer fee - \$25
Recreational Vehicle Parks	Inspection Fee - \$15.00 Permit Fee - \$15.00 Annual License Fee (per RV space) - \$20.00 Transfer of License Fee (per RV space) - \$20.00	Application/processing fee - \$30 Annual fee - \$50 plus \$15 per space Transfer Fee - \$50.00	Not found in the fee ordinance	(1) Annual fee for recreational vehicle park/resort license fee (section 24½-107) \$15.00 plus \$5.00 per each recreational vehicle lot (fifty dollar (\$50.00) minimum fee - permit \$5.00 (2) Transfer of license for recreational vehicle park/resort (section 24½-108) \$50.00	Annual fee : \$100 plus \$5 per space	Annual Park Renewal Application/Registration Fee - \$25.00 New Park Application Fee - \$500.00 Park Renewal Annual Fee Per Space \$ 20.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Garage Sale Permit	\$2.00	\$5.00	\$20.00	\$0.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
<b>Signs</b>											
Class I Sign - Permit Fee	\$100.00	Application/processing fee - \$30 Permitted Signage \$75.00 each sign with the sign area exceeding 72 square feet - \$150.00 each	\$16.50 for first \$1,000.00 of valuation plus \$5.50 for each \$1,000.00 of valuation or fraction thereof thereafter.	\$1,000.00 and less No fee, unless inspection required, in which case a \$15.00 fee for each inspection shall be charged \$1,000.00 to \$50,000.00 \$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.00 \$50,000.00 to \$100,000.00 \$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof to and including \$100,000.00 \$100,000.00 to \$500,000.00 \$460.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.00 \$500,000.00 and up \$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof	\$100.00+\$50.00 review fee	Administration Fee Each \$25.00 Attached Signs \$25.00 Freestanding Signs \$25.00 Outside City Limit Fee per application \$25.00	Not found in the fee ordinance	BV fees	Not found in the fee ordinance	Permitted Signage \$75.00 Each Signage With The Sign Area Exceeding 72 S.F. \$150.00 Each	Application fee: \$30 Operating permit - \$25 (A) For 1st 50 square feet of sign face: \$20.00. (B) Each square foot or fraction thereof exceeding 50 square feet: \$0.15. (1) Site inspections: (A) Ground, projecting or portable signs: \$40.00. (B) Wall, roof, marquee or canopy signs: \$20.00. (C) Site reinspection fee: \$20.00.
Class II Sign - Permit Fee	\$40.00										
Temporary/Portable Signs/Banners	\$0.00	Application/processing fee - \$30 plus Permit fee - \$25 501 (c) organizations will be exempt from the permit fee requirement.	\$20.00	Grand opening banners \$15.00 Across public right-of-way \$100.00 Temporary on-premises banners/leather flags permit, each \$10.00 Temporary A-Frame sign annual permit fee \$50.00	\$0.00	\$25.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance

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Sign Removal - Sign Seizure Fee	\$50.00	Application/processing fee - \$30 plus Permit fee - \$60	\$60.00	\$50.00	\$50.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$135.00	0 up to 100,000 cu. ft. \$50.00 100,000 cu. ft. and over \$0.50/1,000 cu. ft.
Sign Removal - Storage Fee (per day)	\$5.00	Application/processing fee - \$30 plus Permit fee - \$10	Not found in the fee ordinance	\$5/day	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Master/ Common Signage Plan	\$0.00	\$0.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
<b>Certificates of Occupancy</b>											
Certificate of Occupancy (built out)	\$25.00 (per app)	Application/processing fee - \$30 Nonresidential - \$50 (includes inspection)	\$50.00	Not found in the fee ordinance	Nonresidential (fire inspection) : \$150	Business - \$50 Residential - \$25 (includes inspection)	\$50.00	\$76.92 (third party fee for inspection)	Not found in the fee ordinance	Included in Permit Fee	\$0.00
CO - Change in Ownership or Name	\$25.00 (per app)	Application/processing fee - \$30	Not found in the fee ordinance	Not found in the fee ordinance	Nonresidential (fire inspection) : \$150	Business - \$50 Residential - \$25 (includes inspection)	\$50.00	\$76.92 (third party fee for inspection)	Not found in the fee ordinance	Not found in the fee ordinance	\$0.00
Temporary Certificate of Occupancy	\$0.00	Application/processing fee - \$30 Nonresidential - \$50 (includes inspection)	\$60/division inspection	Not found in the fee ordinance	Nonresidential (fire inspection) : \$150	Business - \$50 Residential - \$25 (includes inspection)	\$50.00	\$76.92 (third party fee for inspection)	Not found in the fee ordinance	Not found in the fee ordinance	\$0.00
Copy of Certificate of Occupancy	\$20.00	\$20.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$50.00	\$76.92 (third party fee for inspection)	Included in Permit Fee	Not found in the fee ordinance	\$0.00
Name/Tenant Occupancy Change	\$25.00 (per app)	Application/processing fee - \$30 Nonresidential - \$50 (includes inspection)	\$20.00	Not found in the fee ordinance	Nonresidential (fire inspection) : \$150	Not found in the fee ordinance	\$50.00	\$76.92 (third party fee for inspection)	Included in Permit Fee	Not found in the fee ordinance	\$0.00
Life/Safety Inspection Annual Registration	\$0.00	\$0.00	Not found in the fee ordinance	Not found in the fee ordinance	Commercial/public - \$0.00 varies for foster care, group home, multi-family, hospitals, 24 hr care facilities	Not found in the fee ordinance	\$50.00 \$150 for boarding and lodging facilities	third party fees	Not found in the fee ordinance	Not found in the fee ordinance	\$0.00
<b>Flood</b>											
Development activities increasing flooding or drainage problems (Flood zone permit, Grading/Clearing)	Storm Water Permit - \$45.00 Impervious Coverage >80% - \$500.00	\$250.00 - Site development activities, civil construction, and grading - (\$0.008 x valuation of civil construction) + \$75.00 + City Engineer review deposit \$250.00 + outside Consultant review deposit (if required)  \$100.00 - Floodplain development  \$100.00 - Clearing	Grading : \$125 Civil site work - Percent of construction value — \$16.50 for first \$1,000.00; \$5.50.00 for each \$1,000.00 or fraction thereof thereafter	Not found in the fee ordinance	Civil site improvements- \$1000 flat fee for projects up to \$100,000. Addition \$8 for each thousand over \$100,000	Grading Plans Total Acreage – 0.00 to 2.99 acres \$ 300.00 Grading Plans – Total Acreage – 15.00 or greater acres \$ 500.00 Grading Plans – Total Acreage – 3.0 to 14.99 acres \$ 400.00 >15 acres - \$5.00/acre Floodplain development permit - \$100 Clearing - \$100	Development Permit Fee (not in floodplain), \$25.00 Development Permit Fee (in floodplain) \$50.00	Base fee: Area being recontoured 0 - 2.99 Acres \$100.00 each 3.0 - 14.99 Acres \$200.00 15 Acres or More \$300.00	Area being recontoured 0 - 2.99 Acres \$100.00 each 3.0 - 14.99 Acres \$200.00 15 Acres or More \$300.00	Grading: 2 Acres or Less \$100.00 2.1 Acres-10 Acres \$250.00 More Than 10 Acres \$500.00	Not found in the ordinance
Flood Map Revision Review and Processing	No separate fees	No separate fees	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Flood Zone Confirmation	\$0.00	\$0.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance

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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff). To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Site Development Permit	Commercial - Residential -	Site development activities Civil construction Grading Fee Calculation: (\$0.008 x valuation of civil construction) + \$75.00 City Engineer Review Deposit - \$250 Outside Consultant Review Deposit (if required) - \$250	Civil site work - Percent of construction value -- \$16.50 for first \$1,000.00; \$5.50.00 for each \$1,000.00 or fraction thereof thereafter	Not found in the fee ordinance	Civil site improvements- \$1000 flat fee for projects up to \$100,000. Addition \$8 for each thousand over \$100,000	Application Fee \$ 700.00 Resubmittal Fee Upon Each Submittal Thereafter - Requiring City Engineer Involvement \$ 525.00 Resubmittal Fee Upon Each Submittal Thereafter - Not Requiring City Engineer Involvement \$ 100.00	Development Permit Fee (not in floodplain). \$25.00 Development Permit Fee (in floodplain) \$50.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Electrical Permits	Minimum permit fee - \$20.00 Base permit fee - \$7.50	Application/processing fee - \$30 Minimum permit fee - \$20.00 Base permit fee - \$7.50	Commercial- \$1 - \$2000 of valuation - \$50 \$2000.01 - \$50000 - \$50 for the first \$2000 of valuation plus \$2.25 for each additional \$1000 of valuation or fraction thereof \$50000.011 to \$50000 of valuation - \$13. for the first \$50000 of valuation plus \$2.25 for each additional \$1000 of valuation or fraction thereof \$500000.01 and greater in valuation - \$1395.50 for the first \$500000 of valuation plus \$3.25 for each additional \$1000 of valuation or fraction thereof	Commercial \$100.00 Residential \$150.00 Repairs \$50.00	Base fee for repairs - \$100 Residential (new/addition) - \$150 Commercial (new/addition) - \$200	General Fee Flat \$ 10.00	Permit Application Fee - \$20.00	Third party review fees plus base fee	Not found in the fee ordinance	\$95.00 Residential; \$300.00 Commercial	(1) Application preparation: \$30.00.  (2) Meter loop and service: (A) Max 200 AMPS: \$10.00. (B) Each additional AMP: \$0.15. (3) Outlets: \$0.50. (4) Lighting fixtures: \$0050. (5) Range receptacle: \$2.00. (6) Clothes dryer: \$2.00. (7) Cooking top: \$2.00. (8) Oven: \$2.00. (9) Garbage disposal: \$2.00. (10) Dishwasher: \$2.00. (11) Electric heater: \$2.00. (12) Window A/C recip.: \$2.00. (13) Temporary saw pole: (A) Max 100 AMPS: \$15.00. (B) Each additional AMP: \$0.15. (14) Temporary cut in: \$15.00. (15) Reconnection fee: \$15.00. (16) Motors: (A) Up to/not including 1/2HP: \$1.00. (B) 1/2HP/less than 10HP: \$5.00. (C) 10HP/less than 50HP: \$8.00. (D) 50HP/less than 100HP: \$12.00. (E) 100HP/less than 150HP: \$15.00. (F) 150HP and over: \$18.00. (H) X-ray machine: \$8.00. (17) Signs: Sign install inspect KVA: \$6.00. (18) 1st reinspection: \$50.00. Fee increases in increments of \$25.00 for each subsequent reinspection.
Fixtures	(Additional to Minimum and Base Fee) Outlets: 1-4 - \$0.00 (110) Outlet, Switch or Lighting Each (Over 4) - \$0.50 Each 220-Volt Outlet - \$5.00  Motors: Up To, But Not Including, 1 Horsepower - \$1.00 At Least 1 Horsepower, But Less Than 2 Horsepower - \$2.00 At Least 3 Horsepower, But Less Than 10 Horsepower - \$3.00 At Least 11 Horsepower, But Less Than 25 Horsepower - \$4.00 At Least 26 Horsepower, But Less Than 150 Horsepower - \$20.00 Each Horsepower in Excess of 150 Horsepower (per Horsepower) - \$0.15  Lightning Arresters: Lightning Arrester System Permit Fee - \$2.00 First \$1,000.00 Valuation of the Lightning Arrester System - \$10.00 Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System - \$2.00  Sound Equipment: Up To, But Not Including, 10 Watts Output - \$10.00 At Least 10 Watts, But Less Than 25 Watts, Output - \$15.00  Miscellaneous: Meter Loop (Permanent or Temporary) - \$7.50 T-Pole - \$7.50 Spike Discharge Arrester in Distribution Enclosure - \$4.00 Motion Picture Machines - \$15.00 X-Ray Machines - \$4.00 Poles, Anchors, and Guy Stubs (except power company) - \$0.50 Incandescent Electric Signs (per circuit) - \$3.00 Gas Vacuum Tube Signs (per transformer) - \$5.00 Permanently Connected Electrical Appliances & Equipment of Any Nature Not Otherwise Specified Up to 1 K.W. (inclusive, each) - \$0.75 Above 1 K.W. to 10 K.W. (per K.W.) - \$0.50 Above 10 K.W. to 50 K.W. (per K.W.) - \$0.40 Above 50 K.W. to 100 K.W. (per K.W.) - \$0.30 Above 100 K.W. (per K.W. for the first 100 K.W.) - \$0.10 Above 100 K.W. (per K.W. in excess of first 100 K.W.) - \$0.05	(Additional to Minimum and Base Fee) Outlets: 1-4 - \$0.00 (110) Outlet, Switch or Lighting Each (Over 4) - \$0.50 Each 220-Volt Outlet - \$5.00  Motors: Up To, But Not Including, 1 Horsepower - \$1.00 At Least 1 Horsepower, But Less Than 2 Horsepower - \$2.00 At Least 3 Horsepower, But Less Than 10 Horsepower - \$3.00 At Least 11 Horsepower, But Less Than 25 Horsepower - \$4.00 At Least 26 Horsepower, But Less Than 150 Horsepower - \$20.00 Each Horsepower in Excess of 150 Horsepower (per Horsepower) - \$0.15  Lightning Arresters: Lightning Arrester System Permit Fee - \$2.00 First \$1,000.00 Valuation of the Lightning Arrester System - \$10.00 Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System - \$2.00  Sound Equipment: Up To, But Not Including, 10 Watts Output - \$10.00 At Least 10 Watts, But Less Than 25 Watts, Output - \$15.00  Miscellaneous: Meter Loop (Permanent or Temporary) - \$7.50 T-Pole - \$7.50 Spike Discharge Arrester in Distribution Enclosure - \$4.00 Motion Picture Machines - \$15.00 X-Ray Machines - \$4.00 Poles, Anchors, and Guy Stubs (except power company) - \$0.50 Incandescent Electric Signs (per circuit) - \$3.00 Gas Vacuum Tube Signs (per transformer) - \$5.00 Permanently Connected Electrical Appliances & Equipment of Any Nature Not Otherwise Specified Up to 1 K.W. (inclusive, each) - \$0.75 Above 1 K.W. to 10 K.W. (per K.W.) - \$0.50 Above 10 K.W. to 50 K.W. (per K.W.) - \$0.40 Above 50 K.W. to 100 K.W. (per K.W.) - \$0.30 Above 100 K.W. (per K.W. for the first 100 K.W.) - \$0.10 Above 100 K.W. (per K.W. in excess of first 100 K.W.) - \$0.05	Residential new and addition - \$200 for the first 2500 square feet and \$6.50 for every square foot to fraction thereof in excess  Residential remodels and alterations - \$120  Meter loop and service \$16.00 Outlets (5-40), each \$0.35 Outlets (over 40), each \$0.25 Lighting fixtures, each \$0.35 Range receptacles \$1.25 Clothes dryer \$1.25 Cooking tops \$1.25 Ovens \$1.25 Garbage disposals \$1.25 Dishwasher \$1.25 Electric heaters \$1.25 Water heaters \$1.25 Window air conditioner receptacle \$1.25 T-pole, residential \$50.00 T-pole, commercial \$150.00 Door bell transformer \$0.50 Motors, including commercial AC: Up to but not including 1/2 H.P. \$2.00 1/2 H.P. and less than 2 H.P. \$4.00 2 H.P. and less than 10 H.P. \$5.00 10 H.P. and less than 25 H.P. \$8.00 25 H.P. and less than 100 H.P. \$15.00 All over 100 H.P., per H.P. \$0.15 X-ray machines \$10.00  Signs: Gas, neon tubes shop inspection per transformer \$4.00 Incandescent and vacuum tube sign \$4.00 Sign installation inspection, per KVA \$3.00	Commercial \$100.00 Residential \$150.00 Repairs \$50.00	Base fee for repairs - \$100 Residential (new/addition) - \$150 Commercial (new/addition) - \$200	General Fee Flat \$ 10.00  Appliance Outlets - Other 220 V Receptacles or Outlets Each \$ 5.00 Central Heating Circuit Includes: Electric Furnace, Heat Strip, Heat Pump Each \$ 10.00 Connections: Mobile Home, Manufacturing Housing, Modular Buildings Each \$ 50.00 Generators: Includes 1 Panel & 1 Transfer Switch Each \$ 50.00 H/VAC includes: Air Handler, Condenser, Compressor Each \$ 10.00 Light Pole: Parking Lot, Ballpark, Other Each \$ 25.00 Lights, Switches, Receptacles Each \$ 0.50 Meter Loop with Disconnect Each \$ 25.00 Motors - Permanently Installed Each \$ 30.00 Other: Not Otherwise Specified Each \$ 15.00 Service Fee - Commercial Flat \$ 25.00 Sign Circuit Each \$ 20.00 Solar Panels Each \$ 50.00 Stationary Appliances: 0.5hp Max Each \$ 5.00 Sub-Panels with 8 or more Circuits Each \$ 10.00 Swimming Pool: Includes 1 Panel Circuit, Pump, Heater, Lights & Grounding Each \$ 50.00 Temporary Cut In Each \$ 10.00 Temporary Pole Service with 1 Panel Each \$ 15.00 Transformers Each \$ 30.00 Underground Wiring, Per 100 Linear Ft Each \$ 10.00 Appliance Outlets - Clothes Washer/Dryer, Dish Washer, Water Fountain, Oven, Range, Cooktop, Water Heater, Room Heater, Vent Fan, Cen	Permit Application Fee - \$20.00  Meter loops \$10.00 each 110 outlets \$1.00 each (All lights, switches, and receptacle openings and bell ringing transformers are classed as 110 outlets) Electrical appliances, domestic: Any receptacle, 220 volts - \$5.00 each Cooking tops - \$5.00 each Ovens - \$5.00 each Garbage disposals - \$5.00 each Dishwashers - \$5.00 each Window air conditioner receptacles - \$5.00 each Electric bath heater . \$5.00 each Electric ranges \$5.00 each Electric water heaters \$5.00 each Motors, permanently installed: Up to 10 hp \$5.00 10 hp to less than 50 hp \$8.00 50 hp to less than 100 hp \$12.00 100 hp to less than 150 hp \$15.00 150 hp and over \$18.00 (Motor control equipment is included in motor fees.) Miscellaneous: Motion picture machines - \$8.00 each Commercial sound equipment - \$8.00 each c. X-ray machines - \$8.00 each d. Incandescent electric signs and incandescent gas or vacuum tube signs (shop inspection)- \$8.00 per circuit e. Sign installation - \$10.00 per circuit 7. Permanently connected electrical appliances and equipment of any nature not otherwise specified shall be charged as follows: 0 to 5 kw - 5.00 each over 5 kw \$0.45/kw Temporary installations such as carnivals, or similar installations of amusement, show, display or similar uses: For the installation of 10 kva or less \$20.00 All loads above 10 kva \$2.00/kva For the purpose of this classification one horsepower of motor shall be considered as one kva. Temporary pole (per installation) \$15.00 Temporary cut-in made permanent \$15.00 Additions to old work shall be charged for the same rate as new work. Reconnection fee \$20.00	Third party review fees plus base fee	Not found in the fee ordinance	\$95.00 Residential; \$300.00 Commercial	(1) Application preparation: \$30.00.  (2) Meter loop and service: (A) Max 200 AMPS: \$10.00. (B) Each additional AMP: \$0.15. (3) Outlets: \$0.50. (4) Lighting fixtures: \$0050. (5) Range receptacle: \$2.00. (6) Clothes dryer: \$2.00. (7) Cooking top: \$2.00. (8) Oven: \$2.00. (9) Garbage disposal: \$2.00. (10) Dishwasher: \$2.00. (11) Electric heater: \$2.00. (12) Window A/C recip.: \$2.00. (13) Temporary saw pole: (A) Max 100 AMPS: \$15.00. (B) Each additional AMP: \$0.15. (14) Temporary cut in: \$15.00. (15) Reconnection fee: \$15.00. (16) Motors: (A) Up to/not including 1/2HP: \$1.00. (B) 1/2HP/less than 10HP: \$5.00. (C) 10HP/less than 50HP: \$8.00. (D) 50HP/less than 100HP: \$12.00. (E) 100HP/less than 150HP: \$15.00. (F) 150HP and over: \$18.00. (H) X-ray machine: \$8.00. (17) Signs: Sign install inspect KVA: \$6.00. (18) 1st reinspection: \$50.00. Fee increases in increments of \$25.00 for each subsequent reinspection.

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<b>Fire Alarm Permit (also requires yearly Alarm Registration Permit?)</b>	Fire Alarm System Permit Fee - \$2.00 (Is this the Base Fee?) For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System - \$10.00 For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm Systems - \$2.00	Application/processing fee - \$30 Fire Alarm System Permit Fee - \$2.00 For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System - \$10.00 For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm Systems - \$2.00	\$60 for first \$8000 of valuation plus \$5.50 for each \$1000 of valuation thereafter Plan review - half of permit fee	Base fee : \$100 (1)Automatic fire-extinguishing system permit: Fee per riser\$60.00 Fee per fire pump\$75.00 Fee per storage tank\$100.00 Fee per standpipe\$50.00 Fee per sprinkler head\$2.00 Fee for hydrostatic testing\$50.00 (2)Changes to existing automatic fire-extinguishing system permit: Up to 10 sprinkler heads\$75.00 Over 10 sprinkler heads, each\$2.00 (3)Wet chemical fire-extinguishing system permit: Fee per system\$100.00 Fee per device\$2.00 Fee for blow-off and functional test\$25.00 (4)Compresses gas permit: Fee per system\$50.00 (5)Fire alarm and detection system permit: Fee per FACP\$75.00 Fee per device\$2.00 Fee for functional testing\$50.00 (6)Fire pump and related equipment permit: Fee per fire pump\$75.00 Fee per jockey pump\$25.00 Fee per generator\$100.00 Fee per storage tank\$100.00 Fee for functional testing\$50.00 (7)Flammable and combustible liquids permit: Pipeline fee\$500.00 Aboveground storage tank installation fee\$200.00 Aboveground storage tank repair and removal fee\$50.00 Underground storage tank installation\$400.00 Underground storage tank repair and removal\$100.00 (8)Hazardous material permit: Permit fee\$250.00 (9)Industrial ovens permit: Permit fee\$200.00 (10)LP gas permit: Permit fee\$250.00 (11)Private fire hydrant permit: Fee per hydrant\$25.00 Fee for hydrostatic testing\$50.00 (12)Spraying of dipping permit: Fee per system\$100.00 Fee per device\$2.00 Fee for blow-off and functional test\$25.00	Plan review - 50% of permit cost Each smoke detector, duct detectors, heat activated devices, manual pull device, releasing device, audio/visual device, additional device - \$5 Remote annunciator \$50 Emergency public address - \$50/floor Retest fee - \$175	Plan review - \$100 Fire Alarm System 1 to 10 Devices \$200.00 Fire Alarm System 11 to 25 Devices \$250.00 Fire Alarm System 26 to 99 Devices \$300.00 Fire Alarm System 99 to 199 Devices \$350.00 Fire Alarm System Over 199 Devices Each additional device \$1.50 Fire Extinguishing System \$ 150.00 Access Control/Gated Access \$ 100.00 Re-Inspection Fee \$150.00 Starting Work Without a Permit 3X Regular Permit Fee Plan Review Fee (After Rejection or Resubmittal) \$150.00	Base \$100.00 Each Device \$5.00 Work without a permit Five times (5x) permit fee 2nd and sequential re-inspection (new construction) \$85.00 3rd and sequential re-inspection (annual inspection) \$50.00 All other permits required by Fire Code \$50.00 State required inspection fee (excluding foster care) \$50.00	3rd party review fees	3rd party review fees	Not found in the fee ordinance	Fire alarm fees. (1) Application preparation: \$30.00. (2) \$1,000.00-\$50,000.00: \$15.00. Plus \$5.00/the over \$1,000 or fraction. (3) \$50,001.00-\$100,000.00: \$260.00. Plus \$4.00/the over \$50,000 or fraction. (4) 1st reinspection: \$50.00. Fee increases in increments of \$25.00 for each subsequent reinspection
<b>Mechanical Permits</b>	Minimum Permit Fee - \$20.00 Basic Permit Fee - \$7.50 (Additional to Base Fee) New Home Whole System - \$75.00 Replace or Repair - \$30.00 For the first \$1,000.00 or Portion of \$1,000.00 Valuation \$10.50 For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation - \$2.00 Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00 - \$2.00	Application/processing fee - \$30 Minimum Permit Fee - \$20.00 Basic Permit Fee - \$7.50 (Additional to Base Fee) New Home Whole System - \$75.00 Replace or Repair - \$30.00 For the first \$1,000.00 or Portion of \$1,000.00 Valuation - \$10.50 For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation - \$2.00 Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00 - \$2.00	New residential: <1,000 square feet = \$80.00 1,001 square feet - 2,000 square feet = \$80.00 for the first 1,000 square feet + \$6.50 per 100 square feet or fraction thereof in excess of 1,000 square feet. >2,001 square feet = \$145.00 for the first 2,000 square feet + \$6.50 per 100 square feet or fraction thereof in excess of 2,000 square feet. commercial projects and residential additions, alterations and expansion \$1.00 - \$2,000.00 = \$50.00 \$2,000.01 - \$50,000.00 = \$50.00 for the first \$2,000.00 + \$2.25 for each additional \$1,000.00 or fraction thereof. \$50,000.01 - \$500,000.00 = \$158.00 for the first \$50,000.00 + \$2.75 for each additional \$1,000.00 or fraction thereof. >\$500,000.01 = \$1,395.50 for the first \$500,000.00 + \$3.25 for each additional \$1,000.00 or fraction thereof.	(1)New residential\$100.00 (2)New commercial\$150.00 (3)Repairs\$50.00 (4)Installation of ventilation duct with or without hood screen: Dwelling kitchen/bath with independent venting system\$2.00 (5)Commercial industrial, institutional kitchen hood/venting system gravity system\$5.00 (6)Commercial, industrial, institutional kitchen hood/venting system per installation: Forced Air (Mech) Under 4,000 CFM, each\$7.00 Over 4,000 CFM, each\$10.00 (7)Industrial ventilation systems to comply with occupancy (no comfort cooling treatment) Forced air mechanical (each power unit)\$4.00 Gravity system (each install)\$2.00 Dryer vent\$2.00 (8)Installation/replacement of furnace: Up to 80,000 btu, 14 KW\$10.00 Above 80,000 btu, 14 KW (additional)\$5.00 (9)Installation of gas piping system One to five (5) outlets\$1.50 Six (6) or more (per outlet)\$0.30 (10)Each appliance, smoke stack, metal fireplace or equipment governed by code but not classified: Stack construction under fifteen (15) feet in total height\$3.00 Stack construction in excess of fifteen (15) feet in height\$6.00 (11)Air conditioner installation/replacement: Up to three (3) tons\$10.00 Each additional ton or fraction\$5.00 Each air outlet of duct air system ventilation, HVAC\$0.25 Each expansion coil, chilled water coil\$2.00 Each separate cooling tower\$2.00 Evaporative coolers\$2.00 (12)Special inspection investigation to determine code compliance, per hour or fraction thereof\$25.00	Base fee for repairs - \$100 Residential (new/addition) - \$150 Commercial (new/addition) - \$200	Administration Fee Flat \$ 25.00 General Fee Flat \$ 10.00 Each Intake or Exhaust Duct Fan Each \$ 25.00 HVAC System, Complete Each \$ 65.00 Repairs: Compressor, Blower, Condenser, Furnace, other Repairs/Replacements - Each Component Each \$ 35.00 Repairs: Compressor, Blower, Condenser, Furnace, other Repairs/Replacements - Maximum \$ 65.00 Kitchen Ventilation Hood - Per Linear Ft Each \$ 10.00 Mechanical Permit - Per Sq Ft Each \$ 0.35	Permit Application Fee - 20.00 Fee + Replacement - 2% of total job cost New Construction - \$10.00 per ton Commercial kitchen exhaust Permit Application fee - \$20.00 Fee + Replacement or New Construction - 2% of total job cost	3rd party review fees	Residential -\$100	Residential - \$95.00 Commercial - \$300.00	(1) Application preparation: \$30.00. (2) \$20.00 basic. (3) \$10.00 first \$1,000.00 of valuation of work. (4) \$3.00 each additional \$1,000.00 or fraction of valuation of work. (5) 1st reinspection: \$50.00. Fee increases in increments of \$25.00 for each subsequent reinspection

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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff). To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Re-inspection	\$25.00			(13) Residential reinspection fee (payable in advance) \$50.00 (14) Commercial reinspection fee (payable in advance) \$100.00							
Plumbing Permits	<p>Minimum Permit Fee - \$20.00 Basic Permit Fee For Issuing Each Permit - \$7.50</p> <p>(Additional to Base Fee) For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping) - \$4.00 For each water line, whether new, replacement, or repaired - \$7.50 For each sewer line, whether new, replacement, or repaired - \$7.50 For Each Water Heater and/or Vent - \$4.00 For Each Gas Piping System Outlet - \$4.00 Gas Test Final - \$7.50 For Installation of Water Piping for Water Treating Equipment - \$3.00 For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads - \$3.00 For Each Additional Lawn Sprinkler Head Inspected After Five Heads - \$0.50</p>	<p>Application/processing fee - \$30 Minimum Permit Fee - \$20.00 Basic Permit Fee For Issuing Each Permit - \$7.50</p> <p>(Additional to Base Fee) For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping) - \$4.00 For each water line, whether new, replacement, or repaired - \$7.50 For each sewer line, whether new, replacement, or repaired - \$7.50 For Each Water Heater and/or Vent - \$4.00 For Each Gas Piping System Outlet - \$4.00 Gas Test Final - \$7.50 For Installation of Water Piping for Water Treating Equipment - \$3.00 For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads - \$3.00 For Each Additional Lawn Sprinkler Head Inspected After Five Heads - \$0.50</p>	<p>New residential &lt;1,000 square feet - \$80.00 1,001 square feet to 2,000 square feet - \$80.00 for the first 1,000 square feet + \$6.50 per 100 square feet or fraction thereof in excess of 1,000 square feet. &gt;2,001 square feet = \$145.00 for the first 2,000 square feet + \$6.50 per 100 square feet or fraction thereof in excess of 2,000 square feet. Commercial, residential additions, alterations and expansion \$1.00 to \$2,000.00 = \$50.00 \$2,000.01 to \$50,000.00 = \$50.00 for the first \$2,000.00 + \$225 for each additional \$1,000.00 or fraction thereof. \$50,000.01 to \$500,000.00 = \$158.00 for the first \$50,000.00 + \$2.75 for each additional \$1,000.00 or fraction thereof. \$500,000.01 and greater = \$1,395.50 for the first \$500,000.00 + \$325.00 for each additional \$1,000.00 or fraction thereof.</p>	<p>(1) New residential \$100.00 (2) New commercial \$150.00 (3) Repairs \$50.00 (4) Fixtures \$2.50 (5) Anti-siphon devices \$2.00 (6) House sewer lateral \$5.00 (7) Gas piping system: One to five (5) outlets \$5.00 Six (6) or more outlets, each \$1.00 (8) Remodel or replace water heater \$7.00 (9) Swimming pool: Commercial \$25.00 Residential, small \$15.00 Residential, large \$25.00 (10) Installation or repair of water piping \$5.00 (11) Repair drainage or vent piping \$2.00 (12) Sprinkler system installation \$30.00 (13) Gas piping alteration or repair, gas test \$20.00 (14) Storm sewer (plus each inlet at five dollars (\$5.00) each) \$25.00 (15) Pre-treatment interceptors and appurtenances \$2.00 (16) Grease trap \$20.00 (17) Septic tank and appurtenances \$20.00 (18) Heating system \$2.00 (19) Air-conditioning system \$2.00 (20) Trailer opening: One \$8.00 Two (2) \$10.00 More than two (2), each additional \$2.00 (21) Gas light \$1.00 (22) Re-inspection fee: Residential (payable in advance) \$50.00 Commercial (payable in advance) \$100.00</p>	<p>Base fee for repairs - \$100 Residential (new/addition) - \$150 Commercial (new/addition) - \$200</p>	<p>Administration Fee for Commercial - \$25.00 General Fee - \$ 0.00 Back Flow Preventers: Not a Single Irrigation \$25.00 Gas Test Only: Repairs, Annual, Other \$25.00 Irrigation; includes one Backflow Device \$75.00 Items Not Otherwise Specified \$5.00 Manufacturing Housing/Modular Building - Sewer Connection \$25.00 Manufacturing Housing/Modular Building - Water Connection \$25.00 Manufacturing Housing/Modular Building Gas Connection \$25.00 Medical Gas System Flat \$25.00 Outside City Limits Fee Flat \$25.00 Plumbing Fixture, Trap, set of Fixtures on one Trap (Including Water and Drainage Piping) \$5.00 Roof Drain \$ 5.00 Sewer Yard Line \$ 25.00 Storm Sewer Tie In \$ 20.00 Waste Interceptor Each \$ 25.00 Water Heater \$ 10.00 Water Treating Equipment Each System \$ 10.00 Water Yard Line \$ 25.00 New Gas Piping/Outlets with Required Gas Test Included - Gas Outlets 1 to 4 \$ 25.00 New Gas Piping/Outlets with Required Gas Test Included - Gas Outlets Over 4 \$ 5.00 Medical Gas System - Each Outlet \$ 5.00</p>	<p>Application Fee \$20.00 (base fee) + Small Fixtures - \$5.00 per fixture (water closets, lavatories, tubs, showers, disposals, dishwashers, urinals, drinking fountains, sinks, washing machines, water heater, floor drain, a/c drain, vacuum breakers, ice maker, backflow device, gas range top, gas oven, gas water heater, gas bath heaters, miscellaneous) Large Fixtures - \$5.00 per fixture (water piping, sewer line, grease trap) Gas Test Only - \$25.00 Gas Piping with 1-4 Openings - \$20.00 Over 4 Gas Openings (per opening) - \$5.00</p>	3rd party fees	3rd party fees	<p>Residential - \$95.00 Commercial - \$300.00</p>	<p>Plumbing. (1) Application preparation: \$30.00. (2) Minimum fee: \$15.00. (3) Each fixture: \$3.00. (4) Each house sewer: \$10.00. (5) Each house sewer repair: \$10.00. (6) Water heater and/or vent: \$5.00. (7) Each house water supply: \$10.00. (8) Each house water supply repair: \$10.00. (9) Disconnect and plug main sewer trap: \$10.00. (10) Catchbasins and area drains: \$5.00. (11) Roof or outside drain connected to drain system: \$5.00. (12) Water piping for water treatment equipment: \$5.00. (13) Lawn sprinkler with 5 heads: \$10.00. (14) Each additional sprinkler head: \$1.50. (15) 1st reinspection: \$50.00. Fee increases in increments of \$25.00 for each subsequent reinspection. (16) Fire sprinkler system per head: \$1.50. (d) Gas. (1) Application preparation: \$30.00. (2) Minimum fee to 5 outlets: \$15.00. (3) Each additional outlet: \$1.00. (4) Gas fixtures (furnace, A/C, etc., per unit): \$10.00. (5) 1st reinspection: \$50.00. Fee increases in increments of \$25.00 for each subsequent reinspection.</p>
<b>Alarm Systems</b>											
Residential	<p>Registration - Initial Residential Fee (per year) - \$25.00</p> <p>Residential Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$25.00 Fine for 4th &amp; 5th False Alarm (Burglar) (each) - \$50.00 Fine for 6th &amp; 7th False Alarm (Burglar) (each) - \$75.00 Fine for 8th or More False Alarm (Burglar) (each) - \$100.00 Fine for 4th False Alarm (Hold-Up/Panic) (each) - \$50.00 Fine for 5th or More False Alarm (Hold-Up/Panic) (each) - \$75.00 Fine for 4th False Alarm (Fire) (each) - \$50.00 Fine for 5th False Alarm (Fire) (each) - \$75.00 Fine for 6th or More False Alarm (Fire) (each) - \$100.00</p>	<p>Registration - Initial Residential Fee (per year) - \$25.00</p> <p>Residential Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$25.00 Fine for 4th &amp; 5th False Alarm (Burglar) (each) - \$50.00 Fine for 6th &amp; 7th False Alarm (Burglar) (each) - \$75.00 Fine for 8th or More False Alarm (Burglar) (each) - \$100.00 Fine for 4th False Alarm (Hold-Up/Panic) (each) - \$50.00 Fine for 5th or More False Alarm (Hold-Up/Panic) (each) - \$75.00 Fine for 4th False Alarm (Fire) (each) - \$50.00 Fine for 5th False Alarm (Fire) (each) - \$75.00 Fine for 6th or More False Alarm (Fire) (each) - \$100.00</p>	Registration fee - \$15	Not found in the ordinance	\$50/year False Burglar/fire alarm \$50- \$100 based on the number of false alarms within one year	New Permit Annual Fee \$20.00 Renewal Fee (Annual) \$10.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	<p>New/first year - \$50.00 Renewal - \$25 False Alarms 0-3rd Response - \$0 4th-5th Response - \$25.0 6th-7th Response - \$50.00 8th+ Response - \$100.00</p>
Commercial	<p>Registration - Initial Commercial Permit Fee (per year) - \$50.00</p>	<p>Registration - Initial Commercial Permit Fee (per year) - \$50.00</p>	<p>Registration fee Burglar - \$30 Burglar &amp; hold-up panic - \$40</p>	Not found in the ordinance	\$100/year False Burglar/fire alarm \$50- \$100 based on the number	New Permit Annual Fee \$20.00 Renewal Fee (Annual) \$10.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	<p>New/renewal - \$100 0-3rd Response - \$0 4th-5th Response - \$50.00</p>	Not found in the ordinance

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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff). To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
	Commercial Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$50.00 Fine for 4th & 5th False Alarm (Burglar) (each) - \$50.00 Fine for 6th & 7th False Alarm (Burglar) (each) - \$75.00 Fine for 8th or More False Alarm (Burglar) (each) - \$100.00 Fine for 4th False Alarm (Hold-Up/Panic) (each) - \$100.00 Fine for 5th or More False Alarm (Hold-Up/Panic) (each) - \$200.00 Fine for 4th False Alarm (Fire) (each) - \$100.00 Fine for 5th False Alarm (Fire) (each) - \$200.00 Fine for 6th or More False Alarm (Fire) (each) - \$300.00	Commercial Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$50.00 Fine for 4th & 5th False Alarm (Burglar) (each) - \$50.00 Fine for 6th & 7th False Alarm (Burglar) (each) - \$75.00 Fine for 8th or More False Alarm (Burglar) (each) - \$100.00 Fine for 4th False Alarm (Hold-Up/Panic) (each) - \$100.00 Fine for 5th or More False Alarm (Hold-Up/Panic) (each) - \$200.00 Fine for 4th False Alarm (Fire) (each) - \$100.00 Fine for 5th False Alarm (Fire) (each) - \$200.00 Fine for 6th or More False Alarm (Fire) (each) - \$300.00	Fire - \$20		of false alarms within one year					6th-7th Response - \$75.00 8th+ Response - \$75.00	
<b>Pipeline Permit</b>	New Pipeline Permit Fee - \$1,200.00 Adjusted, Relocated, or Replaced Pipeline Permit Fee - \$500.00 Transfer of Ownership Fee - \$50.00	New Pipeline Permit Fee - \$1,200.00 Adjusted, Relocated, or Replaced Pipeline Permit Fee - \$500.00 Transfer of Ownership Fee - \$50.00	Drilling/complete/operate oil well - \$2500	Fir permit - \$500 Pipeline fees: (1) Permit fee - nonrefundable administrative application fee \$5,000.00 (2) Annual fees: Crossing right-of-way or easement, per year \$1,000.00 per crossing Occupying right-of-way or easement, first year \$21.00 per rod Occupying right-of-way or easement, subsequent years \$7.50 per rod A pipeline owner may pay up to ten (10) years of annual fees in advance in one lump sum payment. Payment of annual right-of-way or easement fees is cumulative of, and in addition to, any permit fees.	Plan review fee - 50% of permit cost Permit fee - \$600 Drilling - \$1000 plus additional fee for retest/cover etc.  Pipeline franchise: Registration fee - \$100 Deposit - \$5000 admin. application fee - \$500 City inspection fee - \$150/hr	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Oil and gas drilling - \$500	Oil and gas drilling - \$2500
<b>Fire Prevention and Life Safety Protection</b>	Underground/Above Ground Storage Tank Permit Fee - \$50.00 Automatic Fire Alarm System (Install or Addition) Permit Fee - \$25.00 Fire Suppression System (Install or Addition) Permit Fee - \$75.00	Underground/Above Ground Storage Tank Permit Fee - \$50.00 Automatic Fire Alarm System (Install or Addition) Permit Fee - \$25.00 Fire Suppression System (Install or Addition) Permit Fee - \$75.00	Not found in the ordinance	Not found in the ordinance	Under/above ground storage tank - \$150	Permit fee - \$25 plus additional fire marshal operational permit fee for the material being stored Flammable - \$350	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Application fee - \$25 plus additional fee for the type of material Flammable liquids - \$65
<b>Fee in Lieu of Parkland Dedication (subdivisions)</b>											
<b>Per single-family residential subdivision</b>	Refer to Sec. 23-20	Refer to Sec. 23-20 for the methodology. Link the excel calculator prepared by PARD staff	Fee in lieu of land - \$1,225 per DU Park development fee including the fee for land - 1517 per DU	\$700 per DU	\$900 per DU	Not found in the ordinance	\$1700 per DU	Based on appraisal district's assessment	Not found in the ordinance	Fee in lieu of the land - \$350	Not found in the ordinance
<b>Per unit in duplex, townhouse, or multifamily development:</b>	Refer to Sec. 23-20	Refer to Sec. 23-20 for the methodology. Link the excel calculator prepared by PARD staff	\$900 per DU Park development fee including the fee for land - \$1114 per DU		\$900 per DU	Not found in the ordinance	\$1700 per DU	Based on appraisal district's assessment	Not found in the ordinance	Fee in lieu of the land - \$350	Not found in the ordinance
<b>Sidewalk (fee in-lieu)</b>	\$0.00	\$7/square feet	\$7/square feet. TBD.	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
<b>Right-of-Way Construction Permit - Non-Franchise Utilities Must Register as Contractor with City</b>	\$1000.00 (subject to additional fees, if deemed applicable)	\$1000.00 (subject to additional fees, if deemed applicable)	Waiver of encroachment - \$500	Permit fee for construction, replacement or installation of facilities in public rights-of-way : \$50.00 plus \$0.10 per linear foot of the facility Driveway and culvert permits : \$75.00 Rental fee (electric and gas utilities) : 2% of the gross receipts received from business conducted in city limits	Right-of way crossing \$1,000.00/crossing Right-of way, first year per rod \$21.00 Annual renewal, per rod \$7.50	Not found in the ordinance	Small cell network poles: Application Fees: a. Application covering up to five network nodes - \$500.00 b. Each additional network node per application - \$250.00 c. Application for each pole - \$1,000.00 Annual public right-of-way rate per network node installed - \$250.00	\$0.00 (Not allowed to charge fee if there is an existing franchise agreement)	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance

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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff). To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Right-of-Way Construction Permit - Franchise Must Register as Contractor with City	\$200.00 (subject to additional fees, if deemed applicable)	\$200.00 (subject to additional fees, as deemed applicable)									
Drainage Pipe/Culvert	\$25.00	Residential - \$95.00 Commercial - \$300.00	Not found in the fee ordinance	\$75.00	\$100.00	Not found in the fee ordinance	\$200 \$15/foot for extension	If City installs: \$350.00 Inspection only: \$76.92	Not found in the fee ordinance	Residential - \$95.00 Commercial - \$300.00	Not found in the fee ordinance
Alley/Easement Abandonment Fee	\$0.00	Application/processing fee - \$30 plus cost of publications	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Consent to encroach City ROW	\$0.00	Can be combined with ROW permit	Waiver of encroachment - \$500	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Excavations within Existing Streets	\$0.00	Can be combined with ROW permit	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Water Wells	\$200.00	Application/processing fee - \$30 Private water wells - \$200 Annual fee - \$25	Not found in the fee ordinance	Not found in the fee ordinance	\$50	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$100 plus annual fee of \$25
Special Districts	Initial Deposit Sum - \$25,000.00 Additional Deposit Sum - \$10,000.00	Initial Deposit Sum - \$25,000.00 Additional Deposit Sum - \$10,000.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$2,500.00
Development and public improvement agreements	Admin. Fee - 5% of Project Cost (up to \$10,000.00)	Require deposit for staff/consultant expenditure including but not limited to parkland evaluation, infrastructure, utilities, other service agreements \$5000 deposit for third party reviews fees. Additional cost if any will be billed to the applicant.	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
<b>Animals</b>											
Permit and Renewal	Initial Permit Application Fee - \$25.00 (chicken, duck, rabbit) This fee is made to the code enforcement and not to Animal Services. We have an officer do the inspection of the property which takes about an hour. Yearly Renewal Fee of Permit Application Fee - \$5.00 (chicken, duck, rabbit)  Inspection of Grooming Facility: Permit Fee is paid through city hall We complete the inspection of the Facility which takes 1 hour by an ACO at \$19.50 an hour.	\$25.00 - Initial Permit Fee (chicken, duck, rabbit) This fee is made to the code enforcement and not to Animal Services  \$5.00 - Yearly Renewal Fee (chicken, duck, rabbit)  \$19.50 per hour, paid through City Hall - Inspection of Grooming Facility	No registration required Microchipping - \$25	Microchip for each animal, except those canines exempt by law \$25.00 Quarantine fee \$150.00 for each ten (10) day quarantine as required by state statute. After the mandatory quarantine above, the same fees for each quarantine shall apply as those for impound fee. Adoption An adoption fee of \$20.00 will be charged upon successful completion of all necessary provisions. Kennel license: Class I (5--8 dogs): Two-year license, unaltered*\$30.00 Two-year license, altered*\$15.00 Class II (9+ dogs): Two-year license, unaltered*\$60.00 Two-year license, altered*\$30.00 Cattery license: Cattery license (5+ cats): Two-year license, unaltered*\$30.00 Two-year license, altered*\$15.00 Animal seller permit: Permit fee, per thirty-day permit\$15.00 Animal rescuer: For five (5) to eight (8) dogs or cats on a parcel one-half (.5) acre to one acre\$15.00 For nine (9) or more dogs or cats, on a parcel one acre or larger\$30.00 Petting zoo permit: Required permit fee\$100.00 Owner-surrendered animals: City resident - for each animal or fowl, excluding livestock or exotics\$30.00 Nonresident - for each animal or fowl, excluding livestock and exotics\$45.00	Registration Fee: \$10.00 - without proof of Spay or Neuter \$5.00 - with proof of Spay or Neuter Impoundment - \$30 plus \$5/day	Dangerous dog annual registration fee - \$50.00	Boarding Fee Per Night - \$15.00 Repeat Offense Per Night - \$25.00 Quarantine Fee - \$50.00 Impound Fee - \$10.00 Repeat Offense - \$20.00 Tag Fee - \$10.00 Tag Fee for Altered Pet - \$1.00 Microchip Identification Fee (when purchased by Public; included in adoption price) - \$20.00 Owner Turn-In Fee - \$25.00 Dog Adoption Fee (Under 40lbs) - \$99.00 Dog Adoption Fee (Over 40lbs) - \$25.00 Cat Adoption Fee - \$49.00 Stray Intake Fee - \$35.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Livestock permit fee - \$20 Animal license fee - \$2 Redemption of impounded licensed dogs, 1st impoundment- \$25 plus \$5/day 2nd impoundment - \$40 plus \$5/day 3rd impoundment - \$75 plus \$5/day Redemption of impounded livestock or fowl: \$25 plus \$5/day



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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff). To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy	
<b>Impoundment</b>	<p>First Impoundment: Spayed &amp; Neutered Dogs and Cats \$25.00 Hours Required: 1 Cost per staff: \$19.50 Cost by Dept:\$15.00</p> <p>Subsequent Impoundments: Spayed &amp; Neutered Dogs &amp; Cats \$50.00</p> <p>Hours Required: 1 Cost per Staff: \$19.50 Cost by Dept: \$15.00</p> <p>Owner Surrender of Spayed &amp; Neutered Dogs and Cats: \$50.00</p> <p>Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00</p> <p>Impoundment of intact Dogs and Cats: \$50.00</p> <p>Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00</p> <p>Subsequent impoundment of intact Dogs and Cats: \$100.00</p> <p>Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00</p> <p>Owner Surrender of intact Dogs and Cats:\$75.00</p> <p>Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00</p> <p>Impoundment of Small Livestock: \$50.00</p> <p>Hours Required: 2 (2 ACD) Cost per Staff: \$19.50 Cost by Dept: \$25.00</p> <p>Subsequent impoundment of Small Livestock:\$100.00</p> <p>Hours Required: 2 (2 ACD) Cost per Staff: \$19.50 hr. Cost by Dept: \$25.00</p> <p>Impoundment of Large Livestock:\$50</p> <p>Hours Required: 3 Cost per Staff: \$19.50 Cost by Dept: \$15.00</p> <p>Subsequent impoundment of Large Livestock: \$100.00</p> <p>Hours Required: 3 Cost per Staff:\$19.50 Cost by Dept: \$15.00</p> <p>Daily handling Fee for impounded Dogs and Cats: \$15.00</p> <p>Hours Required: 3 ACO for a total of 16 hrs. a day between the officers. We are currently housing 60 animals and each day the ACO have to clean each kennel, feed twice a day and take outside. This takes approximately 16 hours of manpower a day.</p> <p>Daily handling fee for impounded Livestock: \$20.00</p> <p>Hours Required: 1 Cost per Staff: \$19.50</p> <p>Microchipping (registration): \$15.00</p> <p>Hours Required: 1 Cost per Staff: \$19.50 Cost by Dept: \$7.00</p> <p>Adoption Fee:\$60.00</p> <p>Hours Required: 1 Cost per Staff: \$19.50</p>	<p>\$25.00 - First impoundment of spayed &amp; neutered dogs and cats</p> <p>\$50.00 - Subsequent impoundments of spayed &amp; neutered dogs &amp; cats</p> <p>\$50.00 - Owner surrender of spayed &amp; neutered dogs and cats</p> <p>\$50.00 - Impoundment of intact dogs and cats</p> <p>\$100.00 - Subsequent impoundment of intact dogs and cats</p> <p>\$75.00 - Owner surrender of intact dogs and cats</p> <p>\$50.00 - Impoundment of small livestock</p> <p>\$100.00 - Subsequent impoundment of small livestock</p> <p>\$50.00 - Impoundment of large livestock</p> <p>\$100.00 - Subsequent impoundment of large livestock</p> <p>\$15.00 - Daily handling Fee for impounded dogs and cats</p> <p>\$20.00 - Daily handling fee for impounded livestock</p> <p>\$15.00 - Microchipping (registration)</p> <p>\$60.00 - Adoption Fee</p>	<p>1st impound\$30.00</p> <p>2nd impound\$40.00</p> <p>3rd impound\$50.00</p> <p>Adoption unaltered\$35.00</p> <p>Adoption altered with rabies\$90.00</p> <p>Adoption altered w/out rabies\$75.00</p> <p>Livestock impound per head\$125.00</p> <p>2nd impound\$150.00</p> <p>3rd impound\$200.00</p> <p>Quarantine impound\$60.00</p> <p>Daily board domestic, per day\$10.00</p> <p>Daily board livestock, per day\$30.00</p> <p>Dangerous dog registration\$100.00</p> <p>Disposal domestic animals:</p> <p>Up to 25 lbs.\$30.00</p> <p>26 lbs. to 60 lbs.\$60.00</p> <p>61 lbs. and over\$90.00</p> <p>Large animal contract\$375.00</p> <p>Euthanasia on demand\$60.00</p> <p>Surrender of owned pet\$50.00</p> <p>Cat carrier\$5.00</p> <p>Micro-chip implant includes chip registration\$25.00</p>	<p>Impound fee \$15.00 for each animal or fowl, excluding livestock or exotic, for each day or part of a day after the first day of impoundment</p>								
<b>Commercial (exhibition, grooming, dealer, stables, others)</b>	<p>Show or Exhibition Permit Fee - \$100.00</p> <p>Grooming Permit Fee - \$250.00</p> <p>Dealer Permit (Retail and/or Wholesale Distributor) Fee \$250.00</p> <p>Commercial (Not Covered by Dealer) Fee - \$250.00</p> <p>Commercial Stables Fee - \$250.00</p>	<p>\$100.00 - Show or Exhibition Permit Fee</p> <p>\$250.00 - Grooming Permit Fee</p> <p>\$250.00 - Dealer Permit (retail and/or wholesale distributor) Fee</p> <p>\$250.00 - Commercial (not covered by dealer) Fee</p> <p>\$250.00 - Commercial Stables Fee</p>	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
<b>Food/Health</b>												
<b>Alcoholic Beverages License (annual)</b>	<p>License Fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person).</p> <p>Permit Fee - Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit).</p>	<p>License Fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person).</p> <p>Permit Fee - Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit).</p>	<p>BE—(Malt beverage)Retail dealer's on-premises license\$150.00</p> <p>BQ—Wine and malt beverage retailer's off-premises permit\$60.00</p> <p>BF—Retail dealer's off-premises license\$60.00</p> <p>BG—Wine and malt beverage retailer's permit\$175.00</p> <p>MB—Mixed beverage restaurant w/food and beverage certification\$750.00</p> <p>BP—Brew pub license\$500.00</p> <p>P—Package store\$500.00</p> <p>X—Market research packager's permit\$300.00</p> <p>D—Private carrier's permit\$30.00</p>	<p>(s)For person(s) holding a mixed beverage permit and mixed beverage with food and beverage certificate (FB) and (MB), \$750.00 every two years.</p> <p>(b)For person(s) holding a wine and malt beverage retailer's permit (BG) on-premises permit, \$175.00 every two years.</p> <p>(c)For person(s) holding a wine and malt beverage retailer's permit (BQ) off-premises permit, \$60.00 every two years.</p> <p>(d)For person(s) holding a malt beverage retail dealer's (BF) off-premises permit, \$60.00 every two years.</p>	Maximum half of TABC license fee	Half of TABC license fee	Generally half of TABC license fee	Not found in the fee ordinance	Not found in the fee ordinance	Half of TABC license fee	Not found in the fee ordinance	

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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff). To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
			<p>City of Pearland Permits</p> <p>G—Winery permit\$75.00</p> <p>Peddlers permit:</p> <p>Primary permit holder, max of 3 mo.\$75.00</p> <p>Assistant working under primary, per mo./per assistant\$5.00</p> <p>Surety bond (required)\$1,000.00</p> <p>Pre-opening inspection fee \$100.00</p> <p>Re-inspection fee for failing initial inspection \$75.00</p>								
<b>Food Establishment Permit (annual)</b>	<p>Sit down Dining: # of Employees (full &amp; part-time)</p> <p>1-6 employees \$200.00</p> <p>7-15 Employees \$250.00</p> <p>16-25 Employees \$300.00</p> <p>26-35 Employees \$350.00</p> <p>36-50 Employees \$400.00</p> <p>51-75 Employees \$450.00</p> <p>76-100 Employees \$500.00</p> <p>101-150 Employees \$550.00</p> <p>151+ Employees \$600.00</p>	<p>Sit down dining - based on number of employees (full &amp; part-time)</p> <p>\$200.00 - 1 to 6 employees</p> <p>\$250.00 - 7 to 15 employees</p> <p>\$300.00 - 16 to 25 employees</p> <p>\$350.00 - 26 to 35 employees</p> <p>\$400.00 - 36 to 50 employees</p> <p>\$450.00 - 51 to 75 employees</p> <p>\$500.00 - 76 to 100 employees</p> <p>\$550.00 - 101 to 150 employees</p> <p>\$600.00 - &gt; 150 employees</p>	<p>Full service</p> <p>1—4 employees \$150.00</p> <p>5—9 employees \$200.00</p> <p>10—25 employees \$350.00</p> <p>26—50 employees \$500.00</p> <p>51—100 employees \$600.00</p> <p>101 or more employees \$750.00</p> <p>Limited preparation</p> <p>1—4 employees \$125.00</p> <p>5—9 employees \$150.00</p> <p>10—25 employees \$200.00</p> <p>26—50 employees \$225.00</p> <p>51—100 employees \$250.00</p> <p>101 or more employees \$250.00</p> <p>Pre-opening inspection fee \$100.00</p> <p>Re-inspection fee for failing initial inspection \$75.00</p> <p>Health certificate:</p> <p>1—5 employees\$75.00</p> <p>6—10 employees\$100.00</p> <p>11—15 employees\$125.00</p> <p>16—20 employees\$150.00</p> <p>21 or more employees\$200.00</p> <p>Pre-opening inspection fee \$100.00</p> <p>Re-inspection fee for failing initial inspection \$75.00</p>	<p>(a) Less than 1,000 sq. ft. \$125.00</p> <p>(b) 1,000 to 10,000 sq. ft. \$250.00</p> <p>(c) 10,001 sq. ft. and more \$468.75</p>	<p>Biannual inspection</p> <p>&lt;1000 square feet - \$200</p> <p>1001-10000square feet - \$400</p> <p>&gt;10000 square feet - \$600</p>	<p>Food Dealer Annual: 1-4 Employees \$200.00</p> <p>Food Dealer Annual: 5-9 Employees \$300.00</p> <p>Food Dealer Annual: 10-25 Employees \$400.00</p> <p>Food Dealer Annual: 26-50 Employees \$500.00</p> <p>Food Dealer Annual: 51-100 Employees \$600.00</p> <p>Food Dealer Annual: 101 &amp; more Employees \$700.00</p> <p>Food Dealer Other: Complaint Inspection Fee \$150.00</p> <p>Food Dealer Other: Late Fee for Expired Annual Permits \$100.00</p> <p>Food Dealer Other: Plan Review \$100.00</p> <p>Food Dealer Other: Pre-Opening &amp; Post Opening Inspections \$75.00</p> <p>Food Dealer Other: Re-Inspection Fee \$125.00</p>	<p>1-4 employees - \$200.00</p> <p>5-9 employees - \$300.00</p> <p>10-25 employees - \$400.00</p> <p>26-50 employees - \$500.00</p> <p>51-100 employees - \$600.00</p> <p>101 or more employees - \$700.00</p>	<p>Not found in the fee ordinance</p>	<p>Not found in the fee ordinance</p>	<p>Application Fee \$125.00 Plan Review Fee \$500.00</p> <p>1-4 Employees \$225.00</p> <p>5-9 Employees \$475.00</p> <p>10-25 Employees \$725.00</p> <p>26-50 Employees \$950.00</p> <p>51-100 Employees \$1,250.00</p> <p>101 or More Employees \$1,500.00</p>	<p>Interlocal agreement with Harris County</p>
<b>School Food Service Permit (annual)</b>	<p># of Employees (full &amp; part-time)</p> <p>1-6 employees \$200.00</p> <p>7-15 Employees \$250.00</p> <p>16-25 Employees \$300.00</p> <p>26-35 Employees \$350.00</p> <p>36-50 Employees \$400.00</p> <p>51-75 Employees \$450.00</p> <p>76-100 Employees \$500.00</p> <p>101-150 Employees \$550.00</p> <p>151+ Employees \$600.00</p>	<p># of Employees (full &amp; part-time)</p> <p>1-6 employees \$200.00</p> <p>7-15 Employees \$250.00</p> <p>16-25 Employees \$300.00</p> <p>26-35 Employees \$350.00</p> <p>36-50 Employees \$400.00</p> <p>51-75 Employees \$450.00</p> <p>76-100 Employees \$500.00</p> <p>101-150 Employees \$550.00</p> <p>151+ Employees \$600.00</p>	<p>\$125/year</p> <p>Pre-opening inspection fee \$100.00</p> <p>Re-inspection fee for failing initial inspection \$75.00</p>	<p>Not found in the ordinance</p>	<p>Not listed separately</p>	<p>Not listed separately</p>	<p>\$150.00</p>	<p>Not found in the fee ordinance</p>	<p>Not found in the fee ordinance</p>	<p>Not listed separately</p>	<p>Interlocal agreement with Harris County</p>
<b>Day Care Facility Food Permit (annual)</b>	<p>1-20 Children \$150.00</p> <p>21-30 Children \$175.00</p> <p>31-50 Children \$200.00</p> <p>51-75 Children \$225.00</p> <p>76-100 Children \$250.00</p> <p>101-150 Children \$275.00</p> <p>151-200 Children \$300.00</p> <p>201-250 Children \$325.00</p> <p>251-300+ Children \$350.00</p>	<p>1-20 Children \$150.00</p> <p>21-30 Children \$175.00</p> <p>31-50 Children \$200.00</p> <p>51-75 Children \$225.00</p> <p>76-100 Children \$250.00</p> <p>101-150 Children \$275.00</p> <p>151-200 Children \$300.00</p> <p>201-250 Children \$325.00</p> <p>251-300+ Children \$350.00</p>	<p>\$125/year</p> <p>Pre-opening inspection fee \$100.00</p> <p>Re-inspection fee for failing initial inspection \$75.00</p>	<p>\$150.00</p>	<p>\$150 biannual inspection</p>	<p>Not listed separately</p>	<p>Childcare Center Kitchen (inspected 3 times per year) - \$200.00</p>	<p>Not found in the fee ordinance</p>	<p>Not found in the fee ordinance</p>	<p>Not listed separately</p>	<p>Interlocal agreement with Harris County</p>
<b>Temporary Food Establishment Permit (single event up to 2 weeks)</b> An additional late fee of \$40.00 will be assessed if the permit is not received prior to the opening of the event.	<p>\$40.00</p>	<p>\$40.00</p>	<p>\$50/year</p> <p>Pre-opening inspection fee \$100.00</p> <p>Re-inspection fee for failing initial inspection \$75.00</p>	<p>\$50.00</p>	<p>\$50.00</p>	<p>Priced Per Day up to 3 Days (72 Hours) \$25</p>	<p>First 72 hours - \$50.00</p> <p>For each additional 72 hours - \$20.00</p> <p>Non-Profit - \$40.00</p>	<p>Not found in the fee ordinance</p>	<p>Not found in the fee ordinance</p>	<p>Temporary Food Establishment Permit TYPE 1 \$40.00 + \$25.00 Per Day of Operation</p> <p>Temporary Food Establishment Permit TYPE 2 \$510.00</p> <p>Temporary Vendor \$25.00</p> <p>Expedited Temporary Food Permit \$30.00</p>	<p>Interlocal agreement with Harris County</p>
<b>Mobile Food Unit Permit (annual)</b>	<p>\$250.00</p>	<p>\$250.00</p>	<p>\$150.00</p>	<p>\$200 plus \$50/additional permit</p>	<p>\$200/unit</p>	<p>Mobile Food Unit, Annual - If No Existing Fort Bend County Permit \$100.00</p>	<p>\$200.00</p>	<p>Not found in the fee ordinance</p>	<p>Not found in the fee ordinance</p>	<p>\$420.00</p>	<p>Interlocal agreement with Harris County</p>

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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff). To make these fees user-friendly, minor modifications to description and order were done to the fees in the fee schedule exhibit attached to the ordinance.	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
<b>Additional Fees Food Permits:</b>	Late Fee - \$50.00 Reinstatement Fee of Suspended Permit - \$75.00  Re-inspection Fee - \$150.00	Late Fee - \$50.00 Reinstatement Fee of Suspended Permit - \$75.00  Re-inspection Fee - \$150.00	Pre-opening inspection fee \$100.00 Re-inspection fee for failing initial inspection \$75.00 Produce vendor\$75.00 Club/tavern\$75.00 Other\$25.00	Group residence\$150.00	Reinspection - \$150 Owner Initiated Inspection - \$150 Group Residence - \$150 Ownership change will trigger inspections	Food Dealer Other: Complaint Inspection Fee \$150.00 Food Dealer Other: Late Fee for Expired Annual Permits \$100.00 Food Dealer Other: Plan Review \$100.00 Food Dealer Other: Pre-Opening & Post Opening Inspections \$75.00 Food Dealer Other: Re-Inspection Fee \$125.00	Re-Inspection Fee - \$75.00 Late fee for past due payment of annual permit fee - \$50.00	Not found in the fee ordinance	Not found in the fee ordinance	Food Establishment Permit Special Processing \$125.00 Food Establishment Pre-Opening Inspection \$180.00 Food Establishment Construction Re-Inspection \$125.00 Food Establishment Operations Re-Inspection 41% of Fee for Existing Permit Replacement of Permit or Medallion \$25.00	Interlocal agreement with Harris County
<b>Garbage and Refuse Collection</b>											
<b>Residential</b>		TBD	\$20.77 95-Gallon replacement cart (trash or recycling)\$62.55 Additional 95-gallon trash cart, per month\$12.11 Additional 95-gallon recycling cart, per month\$8.18 Unusual residential garbage accumulation service, per hour\$255.03 Disposal Fee—unusual residential garbage accumulation, per yard\$14.78	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$18.69/week	3rd party fees	Not found in the fee ordinance	Not found in the fee ordinance	Collection fee - \$10/container
<b>Commercial</b>		TBD	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Commercial containers charged separately plus \$28.75/week	3rd party fees	Not found in the fee ordinance	Not found in the fee ordinance	Collection fee - \$10/container
<b>Credit Access Business Registration</b>											
<b>Credit Access Business Registration (annual)</b>	\$50.00	\$50.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$35.00	Not found in the fee ordinance
<b>Parks and Recreation</b>											
<b>Mass Gathering</b>	Application Fee - \$400.00 Inspection - \$200.00	No change proposed to mass gatherings. Recommended to add a deposit for following categories: Deposits: Clean-up and/or damage deposits Level I (\$100) – Events with up to 150 anticipated attendees where little activity is anticipated and minimal setup is required. Level II (\$250) – Events with up to 499 anticipated attendees where moderate activity is anticipated and some setup is required. Level III (\$500) – Events with up to 999 anticipated attendees where major activity is anticipated and major setup is required. Level IV (\$1,000) – Events with up to 3,000 anticipated attendees where maximum activity is anticipated and maximum setup is required. Level V (\$2,000) – Events with over 3,000 anticipated attendees where maximum activity is anticipated and maximum setup is required.	Not found in the fee ordinance	Carnival/amusement company, per day \$100.00 Plus \$5.00 per day for each separate attraction to which admission is charged plus \$5.00 per day for each separate stand, stall or booth at which anything is offered for sale plus \$5.00 per day for each cane rack, doll rack, knife rack, shooting gallery, duck pond, wheel of fortune or any other device at which balls or rings are thrown or rolled or any other similar device plus \$50.00 per day for each merry-go-round, hobby horse, flying jenny or other like attraction. Circus (if admission charged), per day \$100.00 Menageries/side shows/wax works or other exhibition (if admission charged), per day \$25.00 Theatrical performances/concerts (if admission charged for profit), per day \$25.00 Miscellaneous traveling shows and exhibits (if admission charged for profit), per day \$5.00	Type A - \$100 Type B - \$50 Type C (recurring) - \$25	Barricades (Must be City approved) Each \$ Closing of a Street Per Street, Per Block Film Making – Per Day, Per Block Each \$ 1,000.00	Nonprofit Entity Permit - \$100-\$500 (\$50/day for 2 to 10 days) Deposits: Clean-up and/or damage deposits Level I (\$100) – Events with up to 150 anticipated attendees where little activity is anticipated and minimal setup is required. Level II (\$250) – Events with up to 499 anticipated attendees where moderate activity is anticipated and some setup is required. Level III (\$500) – Events with up to 999 anticipated attendees where major activity is anticipated and major setup is required. Level IV (\$1,000) – Events with up to 3,000 anticipated attendees where maximum activity is anticipated and maximum setup is required. Level V (\$2,000) – Events with over 3,000 anticipated attendees where maximum activity is anticipated and maximum setup is required. Permit Fees: Events lasting up to 2 hours - \$10.00 Events lasting up to 4 hours - \$25.00 Events lasting up to 8 hours - \$50.00 Events lasting more than 8 hours - \$100.00 Mass Gatherings Permit Fee - \$300.00	Not found in the fee ordinance	Not found in the fee ordinance	Additional City Service Fee May be Assessed \$100.00	Not found in the fee ordinance
<b>Recreation Center Fees</b>	See below (Parks and Recreation fees)	See below parks and recreation fees	Depends on the facility	Depends on the facility	Not found in the ordinance	Depends on the facility	Depends on the facility	Not found in the ordinance	Not found in the ordinance	Depends on the facility	Depends on the facility

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<b>Park use Fees</b>	See below (Parks and Recreation fees)	See below parks and recreation fees	Depends on the facility	Depends on the facility	Not found in the ordinance	Depends on the facility	Depends on the facility	Not found in the ordinance	Not found in the ordinance	Depends on the facility	Depends on the facility
<b>Others</b>											
<b>Peddlers, Solicitors, and Transient Merchant License</b>	Application Fee: \$100.00 Fee for Each Additional Person's Photo Identification - \$15.00	Application Fee: \$100.00 Fee for Each Additional Person's Photo Identification - \$15.00	Primary permit holder, max of 3 mo. \$75.00 Assistant working under primary, per mo./per assistant \$5.00 Surety bond (required) \$1,000.00	Menageries/side shows/wax works or other exhibition (if admission charged), per day \$25.00 Theatrical performances/concerts (if admission charged for profit), per day \$25.00	30 day renewal, first person \$30 plus \$25 additional person	Each additional person selling (same company) \$25.00 License fee for the first person selling \$50.00	\$50.00	Not found in the ordinance	Not found in the ordinance	\$85/person	\$30 plus \$10/person
<b>Carnival License</b>	Application Fee - \$250.00	\$500.00	\$500.00	\$100 plus \$5 per day for each separate stand plus \$50 per day for merry-go-round, hobby horse, flying jenny or other like attraction	Not found in the ordinance	\$150.00	\$100 plus additional fee for electrical permits	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
<b>Dance Hall Licenses (annual)</b>	\$25.00	\$75.00	Not found in the ordinance	Not found in the ordinance	Amusement building - \$75	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
<b>Amusement Redemption Machine Game Rooms</b>	Initial certification fee for amusement redemption machine game room required: Up to 50 Amusement Redemption Machines - \$600.00 50 and Up to 75 Amusement Redemption Machines - \$900.00 More than 75 and Up to 100 Amusement Redemption Machines - \$1200.00 More than 100 and Up to 125 Amusement Redemption Machines - \$1500.00 For Each Amusement Redemption Machine Over 125 - \$12.00  Inspection and Amusement Redemption Machine Game Room License Fee (per machine) - \$50.00 Release of Machine Sealed for Non-Payment of License Fee - \$50.00	1/2 of the State Fee plus Single Machine and single person \$500.00 2 to 3 machines or players \$1,000.00 7 to 10 machines or players \$2,500.00 11 to 20 machines or players \$5,000.00 21 or more machines or players \$10,000.00 4 to 6 Machines or Players \$1,750.00	Not found in the ordinance	Annual license fee - \$200 per machine (max. \$2000 per center) Annual permit fee - \$200 per machine Replacement license or permit for amusement redemption machine center and amusement redemption machine place - \$20	\$50/machine as tax	1/2 of the State Fee plus Single Machine and single person \$500.00 2 to 3 machines or players \$1,000.00 7 to 10 machines or players \$2,500.00 11 to 20 machines or players \$5,000.00 21 or more machines or players \$10,000.00 4 to 6 Machines or Players \$1,750.00	Permit Fee \$50.00 Plus annual license fee according to the following fee schedule: For 1 to 3 machines \$500.00 For 4 to 6 machines \$1,750.00 For 7 to 10 machines \$2,500.00 For 11 or more machines \$5,000.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
<b>Sexually Oriented Businesses (annual)</b>	Permitting or Licensing Fee (annual) - \$1500.00 City to Conduct a Survey - \$1000.00	Permitting or Licensing Fee (annual) - \$1500.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	\$1000 plus \$190/employee (annual)
<b>Taxation</b>											
<b>Issuance of tax Certificate</b>	\$10.00	\$10.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
<b>Administrative Fee (Lien Processing) Recording Fee (Lien Processing)</b>	\$40.00	\$40.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
<b>Penalty for Delinquent Ad Valorem Taxes (based on amount of taxes to be paid)</b>	20%	20%	15% of the total tax amount	15% of the total tax amount	15% of the total tax amount	Not found in the ordinance	20% of the total tax amount	Not found in the ordinance	Not found in the ordinance	20% of the total tax amount	5%-10% of the total tax amount

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<b>Vehicles for Hire</b>											
TAXICABS, DIVISION 2 - (per car to be operated in the city for a 12-month period, ending December 31) TAXICABS, DIVISION 3 -	Vehicle Permit Issuance Fee - \$50.00 Driver Background Information Check Fee - \$10.00	Vehicle Permit Issuance Fee - \$50.00 Driver Background Information Check Fee - \$10.00	Not found in the ordinance	Annual license fee(s): One to 5 taxicabs\$300.00 Six to 10 taxicabs\$600.00 Eleven to 15 taxicabs\$800.00 Sixteen to 20 taxicabs\$1,000.00 Twenty-one or more taxicabs\$1,500.00 Driver's permit, annual fee\$15.00	Not found in the ordinance	Taxi Cab Business License Annual Renewal - Annual Application \$50.00 Annual Renewal - Per Cab \$ 100.00 Initial First-Time - Application Fee \$50.00 Initial First-Time - Initial Issuance Fee \$300.00 Initial First-Time - Initial Issuance Fee - Per Cab \$100.00 Suspension and Revocation Reissuance and Reinstatement Fee \$200.00 Taxi Cab Driver License Annual Renewal Fee \$25.00 Application Fee \$25.00 Initial Issuance Fee \$25.00 Suspension and Revocation Reissuance and Reinstatement Fee \$50.00 Taxi Cab Vehicle License Annual Renewal Fee E \$25.00 Application Fee \$25.00 Initial Issuance Fee \$25.00 Inspection Fee \$25.00 Suspension and Revocation Reissuance and Reinstatement Fee \$25.00	\$25 plus \$25 per additional vehicle	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	0-5 vehicles - \$200 6-10 vehicles - \$2000 11-15 vehicles - \$3000 16-20 vehicles - \$4000 >20 - \$5000
<b>Utilities</b>											
Disconnect Fee	Currently \$25.00	\$30.00	Temporary \$10	\$50.00					Not found in the ordinance	Not found in the ordinance	\$75.00
Reconnect Fee	Currently \$0.00	\$25.00		\$50.00		Not found in the ordinance		\$25 plus \$50 deposit	Not found in the ordinance	Not found in the ordinance	50% of new connection charge.
CAF fee	\$4,000.00	TBD	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Other existing utility fees and staff's study are listed in the next two sheets											
<b>Parks and Recreation (shared by PARD and includes staff's)</b>											
<b>Recreation Center Fees</b>											
Membership Options											
Individual Membership Individuals 12 years & Up - Monthly	\$35.00	Resident - \$35.00 Nonresident - \$50.00	Resident - \$35.20 Non-Resident - \$52.80 Additional Person, Resident - \$17.60 Additional Person, Non-Resident - \$26.40 Active Adult (60 years+), Resident - \$24.20 Active Adult (60 years+), Non-Resident - \$36.50 Additional Active Adult, Resident - \$12.10 Additional Active Adult, Non-Resident - \$18.70	Alvin Resident - \$30.00 Non-Resident - \$45.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Individual Membership Individuals 12 years & Up - Annual (Pre-Pay)	\$350.00	Resident - \$350.00 Nonresident - \$450.00	Resident - \$330 Non-Resident - \$495 Additional Person, Resident - \$165 Additional Person, Non-Resident - \$247.50 Active Adult (60 years+), Resident - \$231 Active Adult (60 years+), Non-Resident - \$346.50 Additional Active Adult, Resident - \$110 Additional Active Adult, Non-Resident - \$165	Alvin Resident - \$300.00 Non-Resident - \$400.00							
Family Membership from the same household - Monthly	\$50 (Up to 6 individuals )	Resident - \$50 (Up to 6 individuals ) Non-Resident - \$70 (Up to 6 individuals )	Resident - \$69.30 (Max 5 people) Non-Resident - \$104.50 (Max 5 people)	Alvin Resident - \$40.00 Non-Resident - \$55.00							
Family Membership Up to 6 individuals from the same household - Annual (Pre-Pay)	\$500 (Up to 6 individuals )	Resident - \$500 (Up to 6 individuals ) Non-Resident - \$900 (Up to 6 individuals )	Resident - \$660 (Max 5 people) Non-Resident - \$990 (Max 5 people)	Resident - \$400.00 Non-Resident - \$550.00							

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Silver Sneaker, Silver & Fit, or Renew Active Membership (Eligible Individuals)	Free Enrollment	Free Enrollment	Not found in the ordinance	Not found in the ordinance							
Eligible Membership Discounts	Seniors (60+), Active Military, First Responder \$10 (monthly) \$75 (annually)	Seniors (60+), Active Military, First Responder \$10 (monthly) \$75 (annually)	Military Active-Duty or Veterans and Pearland & Alvin ISD Staff Resident, monthly - \$6.20 Nonresident, monthly - \$13.8  Resident, annually - \$50 Nonresident, annually - \$215  \$29 monthly /\$280 annually  12-24 years of age & enrolled as a student  Resident, monthly - \$11 Resident, annually - \$99 Non-Resident, monthly - \$16.3 Non-Resident, annually - \$148.5	Senior (65+) discount \$15.00 monthly / \$175.00 annually  Veterans discount \$15.00 monthly / \$175.00 annually							
Day Pass											
Single Use Day Pass	\$5.00	\$5.00				\$10 per person \$5 per person for member guests (member must be present with guests)					
Youth (monthly)	<del>\$25.00</del>	Proposing to remove the fee type									
Adult Day Rate	<del>\$5.00</del>	Proposing to remove the fee type									
Youth Day Rate	<del>\$4.00</del>	Proposing to remove the fee type									
Child Day Rate	<del>\$4.00</del>	Proposing to remove the fee type									
Spectator	<del>\$2.00</del>	Proposing to remove the fee type									
Swim Diaper	\$2.00	\$2.00									
Use of Public Parks User fees and obligations											
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person Without Lights (per tournament, per day)	\$200.00	\$200.00		Non-Association Groups The cost to rent the athletic fields are: Daytime use is \$35 per hour per field Nighttime use is \$60 per hour per field		With electricity per hour - \$25.00 Without electricity per hour - \$10.00 For bounce house/moonwalk use, must provide a copy of valid insurance and current inspection report from the bounce house company. Bounce houses with water side are not allowed in City Park	Pavilion Rental Fee (Resident) \$16.00/hour Pavilion Rental Fee (Non-Resident) \$20.00/hour Athletic Field Rental Fee (Resident) \$16.00/hour Athletic Field Rental Fee (Non-Resident) \$20.00/hour Athletic Field with Lights Rental Fee (Resident) \$32.00/hour Athletic Field with Lights Rental Fee (Non-Resident) \$36.00/hour Seabourne Creek Park Gazebo \$50.00/hour, 2 hour minimum (Deposit of 50% of rental fee required)				Baseball, softball, multipurpose fields, tennis courts Deposit - \$100  Tournament, deposit - \$250  Baseball, softball, multipurpose fields Unlighted, resident - \$10/hour Lighted, nonresident - \$20 per hour  Unlighted, nonresident - \$20/hour Lighted, nonresident - \$30 per hour  Tennis Courts Unlighted, resident - \$0/hour Lighted, resident - \$5 per hour  Unlighted, nonresident - \$10/hour Lighted, resident - \$15 per hour  Tournament Unlighted, resident - \$25/hour Lighted, resident - \$35 per hour  Unlighted, nonresident - \$35/hour Lighted, resident - \$45 per hour  Ancillary fee, resident - \$250 Ancillary fee, noresident - \$350
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person With Lights (per tournament, per day)	\$250.00	\$250.00		Association Groups The cost to rent the athletic fields are: Daytime use is at no cost to the association group(s) Nighttime use is \$35 per hour per field							
Deposit for Cleaning (per tournament)	\$100.00	\$180.00	\$180.00	Security/Clean up deposit - \$200 Key deposit for key(s) to concession stands, bathrooms, and storage building is \$50 Damage deposit for concession stands, bathrooms and storage building is \$500							
Practice Games for Any Athletic Team Other Than League or Tournament Teams With Lights (per hour)	\$20.00	\$30/hour		Non-Association Groups Daytime: \$35 per hour per field Nighttime: \$60 per hour per field  Association Groups Daytime: no cost to the association group(s) Nighttime: \$35 per hour per field							
Practice Games for Any Athletic Team Other Than League or Tournament Teams Without Lights (per hour)	\$15.00	\$25/hour									
Fee for Failing to Clean Space of Litter to Satisfaction of the Parks and Recreation Department (per hour)	\$20.00	\$20/hour									
Use of Public Parks Use of city parks by athletic teams.											
Fee per Athletic Team	\$20.00	\$20.00									
Tournament (per team, per tournament)	\$10.00	\$10.00									
Use for Practice (per team, per day)	\$10.00	\$10.00									
Recreation center fees. Additional fees that were missing from the fee schedule but were already in use											
Multipurpose Room 1 w/ Kitchen (Member)	\$75.00/hr	\$75.00/hr	Room 1 - 240 person capacity, no kitchen access \$195/hr for residents; \$260/hr for non-residents; \$65/hr for non-profit organizations; \$130/hr for RCN members	Nerf Party Package Includes one (1) hour in private party room with tables and chairs for 25 guests and one (1) hour of private gym time with inflatables to hide behind and a variety of games led by staff or just free play \$225.00 Member Rate							
	\$115/hr (after hours)	\$115/hr (after hours)	Room 2 (half of big room) - 120 person capacity								Community Center Deposit - \$250 Cleaning fee - \$100 Resident rate - \$25/hour Non-resident - \$50/hour

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Multipurpose Room 2 w/o Kitchen (Member)	\$50.00/hr	\$50.00/hr	\$98/hr for residents; \$130/hr for non-residents; \$33/hr for non-profit organizations; \$65/hr for RCN members	\$300.00 Non-members Rate"							
	\$90/hr (after hours)	\$90/hr (after hours)	Zone room - 50 person capacity	"Game-On Party Package Includes one (1) hour in a private party room with tables and chairs for 25 guests and one (1) hour of private gym time and GAME ON party planner to keep you playing. \$225.00 Member Rate \$300.00 Non-Member Rate"							
Multipurpose Rooms 1&2, Kitchen included (Member)	\$125.00/hr	\$125.00/hr	\$30/hr for residents; \$30/hr for non-residents/members, residents; \$15/hr for non-profit organizations	"Lego Party Package Includes two (2) hours in a party room with tables and chairs for 25 guests building, creating, and completing Lego challenges with your own assigned Lego master. \$225.00 Member Rate \$300.00 Non-Member Rate"							
	\$165/hr (after hours)	\$165/hr (after hours)	\$140 Deposit and \$200 Cleaning Fee required	"Personalized Escape Room Party Package Includes two (2) hours in a party room with tables and chairs for 25 guests and a personalized escape room puzzles to open the chest for awesome prizes. The Rec desk will help you select your puzzles. \$225.00 Members Rate \$300.00 Non-Member Rate"							
Gymnasium Only	\$115.00/hr	\$115.00/hr	3 hour minimum	"Nailed-It Party Package Includes two (2) hours in a party room with tables and chairs for 25 guests recreating two (2) baking projects. Nailed it project options are available upon booking. \$325.00 Members \$400.00 Non-Members"							
Gymnasium w/ Kitchen	\$140.00/hr	\$140.00/hr		"Private Pool Parties Includes two (2) hours at the Recreation Center Pool for up to 100 guests and a birthday attendant to help set up and carry party items in and out. \$225.00 Member Rate \$300.00 Non-member Rate"							
Outdoor Plaza (Member)	\$50.00/hr	\$50.00/hr									
Indoor Party Package 1-25 Guests (Member)	\$100	\$100	Birthday Party 1-10 \$112.00/2 h								
Indoor Party Package 26-50 Guests (Member)	\$150	\$150	Birthday Party 1-10 NR \$142.00/2 h								
Indoor Party Package 51-75 Guests (Member)	\$200	\$200	Birthday Party 11-20 \$152.00/2 h								
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$250	\$250	Birthday Party 11-20 NR \$182.00/2 h								
Indoor Party Package 101-150 Guests, includes MP 1&2 (Member)	\$275	\$275	Birthday Party 21-30 \$192.00/2 h								
Outdoor Party Package 1-25 Guests (Member)	\$75	\$75	Birthday Party 21-30 NR \$222.00/2 h								
Indoor Party Package 26-50 Guests (Member)	\$100	\$100	Birthday Party 31-40 \$232.00/2 h								
Indoor Party Package 51-75 Guests (Member)	\$150	\$150	Birthday Party 31-40 NR \$272.00/2 h								
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$200	\$200	Amenities - Folding chairs, karaoke, projectors, tables, basketball, racquetball, wallyball, or karaoke options								
Private Pool Party Package 1-25 Guests (Member)	\$200	\$200	One hour in the rooms and one hour play								
Private Pool Party Package 26-50 Guests (Member)	\$225	\$225									
Private Pool Party Package 51-75 Guests (Member)	\$250	\$250									
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Member)	\$275	\$275									
Private Pool Party Package 101-150 Guests (Member)	\$350	\$350									
Multipurpose Room 1 w/ Kitchen (Non-Member)	\$100.00/hr	\$100.00/hr									
	\$140/hr (after hours)	\$140/hr (after hours)									
Multipurpose Room 2 w/o Kitchen (Non-Member)	\$75.00/hr	\$75.00/hr									
	\$115/hr (after hours)	\$115/hr (after hours)									
Multipurpose Rooms 1&2, Kitchen included (Non-Member)	\$150.00/hr	\$150.00/hr									
	\$190/hr (after hours)	\$190/hr (after hours)									
Outdoor Plaza (Non-Member)	\$75.00/hr	\$75.00/hr									
Indoor Party Package 1-25 Guests (Non-Member)	\$125	\$125									
Indoor Party Package 26-50 Guests (Non-Member)	\$175	\$175									
Indoor Party Package 51-75 Guests (Non-Member)	\$225	\$225									
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$275	\$275									
Indoor Party Package 101-150 Guests, includes MP 1&2 (Non-Member)	\$300	\$300									
Outdoor Party Package 1-25 Guests (Non-Member)	\$100	\$100									
Indoor Party Package 26-50 Guests (Non-Member)	\$125	\$125									
Indoor Party Package 51-75 Guests (Non-Member)	\$175	\$175									
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$225	\$225									
Private Pool Party Package 1-25 Guests (Non-Member)	\$250	\$250									



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Private Pool Party Package 26-50 Guests (Non-Member)	\$275	\$275									
Private Pool Party Package 51-75 Guests (Non-Member)	\$300	\$300									
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$350	\$350									
Private Pool Party Package 101-150 Guests (Non-Member)	\$400	\$400									
Indoor or Outdoor Party Package Additional Hours)	\$50/hr	\$50/hr									
Set-up Fees (non-party packages) 25 guests	\$20	\$20									
Set-up Fees (non-party packages) 50 guests	\$40	\$40									
Set-up Fees (non-party packages) 75 guests	\$60	\$60									
Set-up Fees (non-party packages) 100 guests	\$80	\$80									
Set-up Fees (non-party packages) 150 guests	\$100	\$100									
Set-up Fees (non-party packages) 200 guests	\$150	\$150									
Use of Public Parks Rental and deposit rates for pavilion and park rental facilities											
Two Hours (Non-Resident) (Non-Member)	\$35.00	\$40 for two hours Deposit: \$50	Pavilion deposit \$50-\$200 Halfday Resident \$60-\$180 Halfday Non-Resident \$90-\$270 Half Day Non-Profit \$90	Small Pavilion (<701 sq. ft) - Day usage Resident - \$15 per hour with a two hour minimum Nonresident - \$30 per hour with a two hour minimum			Pavilion Rental Fee (Resident) \$16.00/hour Pavilion Rental Fee (Non-Resident) \$20.00/hour Athletic Field Rental Fee (Resident) \$16.00/hour Athletic Field Rental Fee (Non-Resident) \$20.00/hour Athletic Field with Lights Rental Fee (Resident) \$32.00/hour Athletic Field with Lights Rental Fee (Non-Resident) \$36.00/hour Seabourne Creek Park Gazebo \$50.00/hour, 2 hour minimum (Deposit of 50% of rental fee required)				Deposit fee, all pavilions - \$100 Large pavilion, resident - \$25/block Large pavilion, nonresident - \$75/block
Two Hours (Resident) (Member)	\$25.00	\$30 for two hours Deposit: \$50	Full Day Resident \$120-\$270 Full Day Non-Resident \$180-\$405	Large Pavilion (>701 sq. ft. - Day usage Resident - \$30 per hour with a two hour minimum Nonresident - \$45 per hour with a two hour minimum							Other pavilions, resident - \$25 to \$30/block Other pavilions, nonresident - \$50 to \$60 per block
Four Hours (Non-Resident) (Non-Member)	\$60.00	\$80 for four hours Deposit: \$50									
Four Hours (Resident) (Member)	\$50.00	\$60 for four hours Deposit: \$50									
All Day (Non-Resident) (Non-Member)	\$85.00	\$160 for four hours Deposit: \$50									
All Day (Resident) (Member)	\$75.00	\$120 for four hours Deposit: \$50									
Lakeside Park Fees (New park opened in Feb. 2023, new fees associated with this park)											
RENTAL	RENTAL RATE										
Lakeside Park Overlook	\$125.00/hr 2 hours minimum 20% of rental rate										
Lakeside Park Stage	\$50.00/hr 2 hours minimum \$100 or 20% of rental rate (whichever is greater)										
Lakeside Stage & Greenspace	\$100.00/hr 2 hours minimum 20% of rental rate										
Lakeside Pavilion & Greenspace	\$275.00/hr 2 hours minimum 20% of rental rate										
Lakeside Park Tables & Chairs Fee 25 guests	\$20.00										
Lakeside Park Tables & Chairs Fee 50 guests	\$40.00										
Lakeside Park Tables & Chairs Fee 75 guest	\$60.00										
Lakeside Park Tables & Chairs Fee 100 guests	\$80.00										
Lakeside Park Tables & Chairs Fee 150 guests	\$100.00										
Lakeside Park Tables & Chairs Fee 200 guests	\$150.00										

City of Angleton Fee Study Rev. 11/8/24  
Additional Comparative Analysis for Parks Fee

Fee Type	Alvin	Pearland	Missouri City	Angleton	Lake Jackson
Amenities - Recreation Center	Meeting rooms, aquatic opportunities, weight room, fitness classes, a full-court gymnasium, outdoor pool with water features	Two Court Gymnasium Two Racquetball Courts Elevated Indoor Track Weight and Cardio Room Zero Depth Entry Pool 50-meter Competition Pool Three multipurpose Rooms (two rooms with a capacity of 120 person, one room with a capacity of 240 person, meeting room with a capacity of 50 person) Activity and Dance Room Party zone with a capacity of 40 person kidd korner  Meeting room amenities: Sound System, Tables, Projectors, Sound Reducing Divider, Folding Chairs, Smart Board, kitchen (some rooms) Meeting rooms	24,488-square-foot recreational facility Resurfaced tennis courts with lights Cardio and weight room Three multi-purpose rooms (each room 965 square feet) with a capacity of 67 person Oversized gymnasium Kid Zone Batting Cages	35,000-square-foot facility Gym Nataritorium includes a spa, zero-depth entry, and an interactive play structure with water blasters, a mini slide, a lazy river, and tipping buckets of water spilling periodically. 26-foot slide that winds its way down into a 4-foot pool of water. Attached to the interactive play structure is a 25-yard pool used primarily for fitness programs & lap swimming. Room 1 (includes Kitchen) This room is used mainly for meetings, baby showers, company parties, birthday parties (not party packages), etc. It cannot be used for Party Package Rentals. • 1,200 sq. feet • 75 people maximum. • Maximum of 12 round (60 in) or Rectangle (72 in) tables for events.  Room 2 (No Kitchen) This room is rented for Indoor Party Packages (see Party Packages), regular birthday parties, baby or bridal showers, meetings, etc. • 1,200 sq. feet • 75 people maximum. • Maximum of 12 round (60 in) or Rectangle (72 in) tables for events.  Rooms 1 & 2 (Includes Kitchen) • 2,300 sq. feet • 150 people maximum. • Maximum of 24 round (60 in) or rectangle (72 in) tables for events	65,000 sq ft facility features two full-size gymnasiums, fully equipped Weight / Cardio Room, Racquetball Courts, Fitness Studio, Game Room, Meeting / Party Room, and Zero-Depth Entry Leisure Pool and Competition Lap Pool.  1800 square feet party room with 24 six foot long tables, refrigerator, counters, sink, chairs
Security fee	Athletic field - \$200 Key deposit for keys to concession stands, bathrooms, and storage building is \$50 Damage deposit for concession stands, bathrooms and storage building is \$500	If more than 75 people or alcohol is served, security fee is needed. \$50/hour and minimum of 4 hours	Community center: \$40 per officer, per hour Events Without Alcohol: 1 to 150 persons = 2 officers 151 to 300 persons = 3 officers Events With Alcohol: 1 to 150 persons = 2 officers 151 to 300 persons = 3 officers	Two Police Officers are required at events with alcohol at the Renter's expense, and alcohol will not be allowed to enter the building until the officers are on duty in the facilities nor will the officers be allowed to leave until ALL alcohol is out of the building.	Events with amplified music (live music, DJ, etc.) alcohol, or 100 or more people in attendance, require an additional security deposit of \$200
Is there a separate transaction fee to be paid as part of any park fees?	No (Refunding processing fee for pavilion rental - \$25)	No	No	No	3% Convenience Fee will be applied to all Debit and Credit Card Transactions
Is there a separate fee if alcohol is served in the meeting rooms or pavilions?	Alcohol is not permitted	Security fee is needed if serving alcohol	Alcohol is not permitted in the recreation center multi-purpose rooms or athletic fields Security fee is required for Community Center rentals	Yes. Proposing to change it to Alcohol Permit Fee	Alcohol is not permitted at all Lake Jackson Parks and Recreation/Aquatic Facilities
Is there any separate fee for afterhours rental??	Does not allow afterhours rental	No	Staffing Fee: \$25.00 per hour, per staff member Cleaning Fee: \$65.00 per reservation	Hourly rental fee plus an additional \$40 per hour and parties must have approval by Recreation Superintendent or Facility Manager. Other rules apply for specific rentals.	Does not appear to allow after hours rental
Will renting meeting rooms give access to other facilities?	No	No	No	Allows access to pool area	Does not appear to allow as per the website
Party packages	<p>Nerf Party Package Includes one (1) hour in private party room with tables and chairs for 25 guests and one (1) hour of private gym time with inflatables to hide behind and a variety of games led by staff or just free play \$225.00 Member Rate \$300.00 Non-members Rate</p>	<p>Birthday Party 1-10 \$112.00/2h Birthday Party 1-10 NR \$142.00/2h Birthday Party 11-20 \$152.00/2h Birthday Party 11-20 NR \$182.00/2h Birthday Party 21-30 \$192.00/2h Birthday Party 21-30 NR \$222.00/2h Birthday Party 31-40 \$232.00/2h Birthday Party 31-40 NR \$272.00/2h</p> <p>Amenities - Folding chairs, karaoke, projectors, tables, basketball, racquetball, wallyball, or karaoke options One hour in the rooms and one hour play</p>	Not offered	<p>Indoor Party Package 1-25 Guests (Non-Member)\$125 Indoor Party Package 26-50 Guests (Non-Member)\$175 Indoor Party Package 51-75 Guests (Non-Member)\$225 Indoor Party Package 76-100 Guests, includes MP 1&amp;2 (Non-Member)\$275 Indoor Party Package 101-150 Guests, includes MP 1&amp;2 (Non-Member)\$300 Outdoor Party Package 1-25 Guests (Non-Member)\$100 Indoor Party Package 26-50 Guests (Non-Member)\$125 Indoor Party Package 51-75 Guests (Non-Member)\$175 Indoor Party Package 76-100 Guests, includes MP 1&amp;2 (Non-Member)\$225 Private Pool Party Package 1-25 Guests (Non-Member)\$250 Private Pool Party Package 26-50 Guests (Non-Member)\$275 Private Pool Party Package 51-75 Guests (Non-Member)\$300 Private Pool Party Package 76-100 Guests, includes MP 1&amp;2 (Non-Member)\$350 Private Pool Party Package 101-150 Guests (Non-Member)\$400 Indoor or Outdoor Party Package Additional Hour(s)\$50/hr Set-up Fees (non-party packages) 25 guests\$20 Set-up Fees (non-party packages) 50 guests\$40 Set-up Fees (non-party packages) 75 guests\$60 Set-up Fees (non-party packages) 100 guests\$80 Set-up Fees (non-party packages) 150 guests\$100 Set-up Fees (non-party packages) 200 guests\$150</p>	Indoor pool party package One hour in party room swim passes for guests
	Game-On Party Package Includes one (1) hour in a private party room with tables and chairs for 25 guests and one (1) hour of private gym time and GAME ON party planner to keep you playing. \$225.00 Member Rate \$300.00 Non-Member Rate				
	Lego Party Package Includes two (2) hours in a party room with tables and chairs for 25 guests building, creating, and completing Lego challenges with your own assigned Lego master. \$225.00 Member Rate \$300.00 Non-Member Rate				
	Personalized Escape Room Party Package Includes two (2) hours in a party room with tables and chairs for 25 guests and a personalized escape room puzzles to open the chest for awesome prizes. The Rec. desk will help you select your puzzles. \$225.00 Members Rate \$300.00 Non-Member Rate				
	Nailed-It Party Package Includes two (2) hours in a party room with tables and chairs for 25 guests recreating two (2) baking projects. Nailed-It project options are available upon booking. \$325.00 Members \$400.00 Non-Members				
	Private Pool Parties Includes two (2) hours at the Recreation Center Pool for up to 100 guests and a birthday attendant to help set up and carry party items in and out. \$225.00 Member Rate \$300.00 Non-member Rate				

Type of Application	Current Fee (see per the fee schedule and input from staff)	Development Services Dept.	Building Official	Plan Reviewer	Inspections	License Processor	Animal Control	Engineering (Consultant)	Fire Marshal	Parks Dept.	Public Works Dept. Admin.	Public Works Dept. Asst. Dir.	Public Works Dept. Dir.	Legal (Consultant)	Parks Dir.	Asst. Parks Dir.	Police Dept.	Safety Billing Dept.	Emergency Management	City Secretary	Other expenses - meeting, name paper notification, etc.	Meeting Attendance/Agenda packet, etc.	Fiscal effort cost and hours incurred (based on the information provided from staff)		
Administrative/Processing Fee	\$0.00																								
Pre-development meeting	\$0.00																								
Planning																									
Permitting Fee	Commercial 1-acre lot area - \$1,000.00 1/2-acre lot area - \$1,000.00 plus 25.00 additional fee 1/4-acre lot area - \$1,000.00 plus 25.00 additional fee Residential 1/4-acre lot area - \$600.00 plus \$0.00 per sq ft when less than 200 sq ft when more than 200 sq ft - \$1.00 per sq ft when less than 200 sq ft - \$1.00 per sq ft when more than 200 sq ft - \$1.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Permit Fee	Commercial 1-acre lot area - \$1,000.00 1/2-acre lot area - \$1,000.00 plus 25.00 additional fee 1/4-acre lot area - \$1,000.00 plus 25.00 additional fee Residential 1/4-acre lot area - \$600.00 plus \$0.00 per sq ft when less than 200 sq ft when more than 200 sq ft - \$1.00 per sq ft when less than 200 sq ft - \$1.00 per sq ft when more than 200 sq ft - \$1.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Map Fee	Commercial 1-acre lot area - \$1,000.00 1/2-acre lot area - \$1,000.00 plus 25.00 additional fee 1/4-acre lot area - \$1,000.00 plus 25.00 additional fee Residential 1/4-acre lot area - \$600.00 plus \$0.00 per sq ft when less than 200 sq ft when more than 200 sq ft - \$1.00 per sq ft when less than 200 sq ft - \$1.00 per sq ft when more than 200 sq ft - \$1.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Development Fee	\$0.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Engineering Fee	\$0.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Plan Fee	\$0.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Utility Fee	\$0.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Subdivision Fee	\$0.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Survey Fee	\$0.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Construction Fees for Subdivision	20% of estimated permit plus review costs	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Land Plan/Change Fee	20% of estimated permit plus review costs	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Development Agreement		Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Review of Preliminary Plan Approval		Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Plan for Review		Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Review fees - plan and construction drawings		Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Zoning		Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Administrative/Processing Fee	\$0.00																								
Planning Fee	\$0.00																								
Permitting Fee	\$0.00																								
Development Fee	\$0.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Engineering Fee	\$0.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Plan Fee	\$0.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Utility Fee	\$0.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Subdivision Fee	\$0.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Survey Fee	\$0.00 per sq ft	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Construction Fees for Subdivision	20% of estimated permit plus review costs	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Land Plan/Change Fee	20% of estimated permit plus review costs	Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Development Agreement		Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Review of Preliminary Plan Approval		Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Plan for Review		Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Review fees - plan and construction drawings		Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Zoning		Hours Required	1.5	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	

WORKING DRAFT





Type of Application	Current Fee (as per the fee schedule and input from staff)	Development Services Dept.	Building Official	Plan Reviewer	Inspection	License Processor	Animal Control	Engineering Consultant	Fire Marshal	Parks Dept.	Public Works Dept. Admin.	Public Works Dept. Asst. Dir.	Public Works Dept. Dir.	Legal Consultant	Parks Dir.	Assoc. Parks Dir.	Police Dept.	Safety Billing Dept.	Emergency Management	City Secretary	Other expenses - mailing, news paper notification etc.	Meeting Attendance/agenda packet, etc.	Total effort cost and hours incurred (Based on the information received from staff)		
Sign - Front Fee	\$100.00	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Sign - Back Fee	\$100.00	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Sign - Side Fee	\$100.00	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Sign - Storage Fee	\$100.00	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Sign - Common Signage Fee	\$100.00	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
<b>Certificates of Occupancy</b>																									
Certificate of Occupancy (Initial)	\$100.00 per unit	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
CO - Change in Occupancy of Unit	\$100.00 per unit	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Temporary Certificate of Occupancy	\$100.00	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Copy of Certificate of Occupancy	\$100.00	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Final/Event Occupancy Change	\$100.00 per unit	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Life Safety Inspection on Final Inspection	\$100.00	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
<b>Flood</b>																									
Flood Hazard Ordinance	\$100.00 per unit	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Flood Hazard Ordinance	\$100.00 per unit	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Site Development Permit	\$100.00 per unit	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
<b>Permits</b>																									
Permit - General	\$100.00 per unit	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Permit - Electrical	\$100.00 per unit	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Permit - Mechanical	\$100.00 per unit	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Permit - Plumbing	\$100.00 per unit	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Permit - Fire Alarm	\$100.00 per unit	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Permit - Fire Sprinkler	\$100.00 per unit	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0
Permit - Sign	\$100.00 per unit	None/Required																							
		Continued per staff	10.0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20.0

Type of Application	Current Fee (as per fee schedule and input from staff)	Development Services Dept.	Building Official	Plan Reviewer	Inspection	License Processor	Animal Control	Engineering Consultant	Fire Marshal	Parks Dept.	Public Works Dept. Admin.	Public Works Dept. Asst. Dir.	Public Works Dept. Dir.	Legal (Consultant)	Parks Dir.	Assoc. Parks Dir.	Police Dept.	Safety/Emergency Dept.	Emergency Management	City Secretary	Other expenses - mailing, news paper notification, etc.	Meeting Attendance/agenda packet, etc.	Total effort cost and hours incurred (Based on the information received from staff)	
		Continued per staff	21.4																					21.4
Mechanical Review	Mechanical Permit Fee - \$25.00 Mechanical Permit Fee - \$1.00 Mechanical Review Fee New Home Check System - \$75.00 Permit or Report - \$10.00	None/Required	6																					6
		Continued per staff	21.4																					21.4
No Inspection	\$15.00	None/Required	21.4																					21.4
Parking Permits	Minimum Permit Fee - \$10.00 Basic Permit Fee for New Sign Permit - \$7.50 Minimum Permit Fee Per Each Parking Space or Space or Set of Vehicles of One (1) Type (Including Sign and Storage Space) - \$4.00 Per Each Sign, Whether New, Replacement or Renewal - \$2.00 Per Each Sign, Whether New, Replacement or Renewal - \$2.00 Per Each Sign, Whether New, Replacement or Renewal - \$4.00 Per Each Sign, Whether New, Replacement or Renewal - \$4.00 Per Each Sign, Whether New, Replacement or Renewal - \$4.00 Per Each Sign, Whether New, Replacement or Renewal - \$4.00	None/Required	21.4																					21.4
Alarm Systems	Registration - Initial Registration Fee (per year) - \$25.00 Maintenance Fee and Fee Connection Register - Initial Sign Permit and Fee Assn Permit Cost - \$25.00 Permit for 1st or 2nd Floor Alarm (Single) (yearly) - \$10.00 Permit for 3rd & 4th Floor Alarm (Single) (yearly) - \$7.50 Permit for 5th Floor Alarm (Single) (yearly) - \$5.00 Permit for 6th Floor Alarm (Single) (yearly) - \$2.50 Permit for 7th Floor Alarm (Single) (yearly) - \$2.50 Permit for 8th Floor Alarm (Single) (yearly) - \$2.50 Permit for 9th Floor Alarm (Single) (yearly) - \$2.50 Permit for 10th Floor Alarm (Single) (yearly) - \$2.50 Permit for 11th Floor Alarm (Single) (yearly) - \$2.50 Permit for 12th Floor Alarm (Single) (yearly) - \$2.50 Permit for 13th Floor Alarm (Single) (yearly) - \$2.50 Permit for 14th Floor Alarm (Single) (yearly) - \$2.50 Permit for 15th Floor Alarm (Single) (yearly) - \$2.50 Permit for 16th Floor Alarm (Single) (yearly) - \$2.50 Permit for 17th Floor Alarm (Single) (yearly) - \$2.50 Permit for 18th Floor Alarm (Single) (yearly) - \$2.50 Permit for 19th Floor Alarm (Single) (yearly) - \$2.50 Permit for 20th Floor Alarm (Single) (yearly) - \$2.50	None/Required	6																					6
		Continued per staff	21.4																					21.4
Commercial	Registration - Initial Commercial Permit Fee (per year) - \$10.00 Maintenance Fee and Fee Connection Register - Initial Sign Permit and Fee Assn Permit Cost - \$10.00 Permit for 1st or 2nd Floor Alarm (Single) (yearly) - \$10.00 Permit for 3rd & 4th Floor Alarm (Single) (yearly) - \$7.50 Permit for 5th Floor Alarm (Single) (yearly) - \$5.00 Permit for 6th Floor Alarm (Single) (yearly) - \$2.50 Permit for 7th Floor Alarm (Single) (yearly) - \$2.50 Permit for 8th Floor Alarm (Single) (yearly) - \$2.50 Permit for 9th Floor Alarm (Single) (yearly) - \$2.50 Permit for 10th Floor Alarm (Single) (yearly) - \$2.50 Permit for 11th Floor Alarm (Single) (yearly) - \$2.50 Permit for 12th Floor Alarm (Single) (yearly) - \$2.50 Permit for 13th Floor Alarm (Single) (yearly) - \$2.50 Permit for 14th Floor Alarm (Single) (yearly) - \$2.50 Permit for 15th Floor Alarm (Single) (yearly) - \$2.50 Permit for 16th Floor Alarm (Single) (yearly) - \$2.50 Permit for 17th Floor Alarm (Single) (yearly) - \$2.50 Permit for 18th Floor Alarm (Single) (yearly) - \$2.50 Permit for 19th Floor Alarm (Single) (yearly) - \$2.50 Permit for 20th Floor Alarm (Single) (yearly) - \$2.50	None/Required	6																					6
		Continued per staff	21.4																					21.4
Health Permit	Health Permit Fee (per year) - \$1,000.00 Health Permit Fee (per year) - \$1,000.00 Permit or Renewal Fee - \$10.00	None/Required	6																					6
		Continued per staff	21.4																					21.4
Fire Department Safety Inspection	Fire Department Safety Inspection Fee (per year) - \$10.00 Fire Department Safety Inspection Fee (per year) - \$10.00 Permit or Renewal Fee - \$10.00	None/Required	6																					6
		Continued per staff	21.4																					21.4
Fee in Lieu of Parked Dedication (subdivisions)	Fee in Lieu of Parked Dedication (subdivisions) - \$10.00	None/Required	0.4																					0.4
		Continued per staff	21.4																					21.4
Permit Inspection, Marking or Utility Development	Permit Inspection, Marking or Utility Development - \$10.00	None/Required	0.5																					0.5
		Continued per staff	21.4																					21.4
Utilities (Electricity)	Utilities (Electricity) - \$10.00	None/Required	0.4																					0.4
		Continued per staff	21.4																					21.4
Right of Way Construction Permit - New Function	Right of Way Construction Permit - New Function - \$10.00 (subject to additional fee, if deemed necessary)	None/Required	1																					1
		Continued per staff	21.4																					21.4
Right of Way Construction Permit - Restore	Right of Way Construction Permit - Restore - \$10.00 (subject to additional fee, if deemed necessary)	None/Required	1																					1
		Continued per staff	21.4																					21.4
Storage Permit/Event	Storage Permit/Event - \$10.00	None/Required	1																					1
		Continued per staff	21.4																					21.4
Other Document Maintenance Fee	Other Document Maintenance Fee - \$10.00	None/Required	1																					1
		Continued per staff	21.4																					21.4
Connect to other City/State	Connect to other City/State - \$10.00	None/Required	1																					1
		Continued per staff	21.4																					21.4
Excavation within Existing Streets	Excavation within Existing Streets - \$10.00	None/Required	1																					1
		Continued per staff	21.4																					21.4
Water Mains	Water Mains - \$10.00	None/Required	1																					1
		Continued per staff	21.4																					21.4
Special Districts	Special Districts - \$10.00 (subject to additional fee, if deemed necessary)	None/Required	1																					1
		Continued per staff	21.4																					21.4
Development and public improvement agreements	Development and public improvement agreements - \$10.00	None/Required	1																					1
		Continued per staff	21.4																					21.4





Type of Application	Current Fee (in per the fee schedule and input from staff)	Development Services Dept.	Building Official	Plan Reviewer	Inspectors	License Processor	Animal Control	Engineering Consultant	Fire Marshal	Parks Dept.	Public Works Dept. Admin.	Public Works Dept. Asst. Dir.	Public Works Dept. Dir.	Legal Consultant	Parks Dir.	Assoc. Parks Dir.	Police Dept.	Safety/Emergency Dept.	Emergency Management	City Secretary	Other expenses - mailing, news paper notification etc.	Meeting Attendance/agenda packet, etc.	Total effort cost and hours incurred (Based on the information received from staff)
License after Certificate	\$10.00	None Required																					
Administrative Fee (one Processing/Recording Fee (one Processing))	\$10.00	Cost Incurred per staff																					
Fee for Development Information System (based on 200)	\$20.00	None Required																					
<b>Utilities for Meter</b>																							
Water, Sewer, Gas	Water Permit License Fee - \$20.00	None Required																					
Gas	Gas Permit License Fee - \$10.00	None Required																					
<b>Utilities for Meter</b>																							
Water, Sewer, Gas	Water Permit License Fee - \$20.00	None Required																					
Gas	Gas Permit License Fee - \$10.00	None Required																					
<b>Utilities for Meter</b>																							
Water, Sewer, Gas	Water Permit License Fee - \$20.00	None Required																					
Gas	Gas Permit License Fee - \$10.00	None Required																					
Cost Fee	\$1000.00																						

Study Results of Utility Department

BRAZORIA COUNTY UTILITY BILLING QUESTIONNAIRE												BRAZORIA COUNTY UTILITY BILLING QUESTIONNAIRE												
CITY:	BILLING CYCLE (BILL GOES OUT 1ST, WHEN IS IT DUE? DETAILS.)	DEPOSIT	CONNECT FEE	RECONNECT FEE	LOCK FEE	LATE CHARGE	CUTOFF FEE	METER TEST	PULLED METER	REREAD FIRST	REREAD AFTER	CITY:	2 WK CLN UP	RETURN CHECK	TRANSFER SERVICE	MISUSE METER	SENIOR DISCOUNT?	BASE RATE	OVER BASE RATE	(W) RESD. RATES	(S) RESD. RATES	(W) COMM. RATES	(S) COMM. RATES	(R) GARBAGE
ALVIN		\$ 100	NA	NA	NA	10%	\$ 50	NA	NA	NA	\$ 25	ALVIN	NA	\$ 35	0%	\$100	Y; 30%	0-2K	2K-7K= 6.23-9.52	\$ 24.39	\$ 37.81	\$ 25.59	\$ 38.90	\$ 13.98
ANGLETON	15TH PREV-15TH CURRENT MONTH; BILL GOES OUT ON THE 1ST & DUE ON THE 20TH	\$ 75	\$ 25	\$ 25	\$ 25	10% OR \$10	\$ 25	\$ 50	\$ 75	FREE	N/A	ANGLETON	\$ 10	\$ 30	\$ 25	\$15-LEGAL ACT	N; \$0	0-2K	2k-50k= 10.91-12.81	\$ 29.74	\$ 14.46	\$ 34.20	\$ 16.63	\$ 20.40
BRAZORIA												BRAZORIA												
BROOKSIDE VILLAGE												BROOKSIDE VILLAGE												
CLUTE	BILLING CYCLE 20TH, BILL GOES OUT 1ST & DUE 25TH	\$ 80	\$ 25	\$ 25	NA	10%	\$ 25	NA	NA	NA	NA	CLUTE	NA	\$ 30	NA	NA	Y; \$10	0-1K	1K-20K= 4.86-5.75	\$ 14.77	\$ 14.77	\$ 14.77	\$ 14.77	\$ 24.09
DANBURY												DANBURY												
FREEPORT	5TH DUE DATE, 13TH LATE FEE- SENT TO PRINT 20 DAYS PRIOR TO 5TH	\$ 100	\$ 25	ONE \$40 FEE, INCLDS CUTOFF/RECON N	\$ 25	\$10	\$ 40	\$ 50	NA	FREE	NA	FREEPORT	USAGE	\$ 25	\$ 25	NA	20% OFF BASE	0-2K	3K-12K= 6.38-8.40	\$ 18.47	\$ 14.03	\$ 25.93	\$ 18.74	\$ 20.00
HILLCREST VILLAGE												HILLCREST VILLAGE												
HOLIDAY LAKES												HOLIDAY LAKES												
LAKE JACKSON	WE BILL IN 4 CYCLS, 1 EA WK. CYC 1 DUE 1ST TUES OF MONTH, CYC 2 DUE 2ND TUES OF MONTH. ETC.	\$ 100	\$ -	\$ 20	\$ -	10%	\$ -	\$ -	\$ -	FREE	FREE	LAKE JACKSON	\$ 20	\$ 25	\$ 10	REPLACE METER AT COST &	\$12.90		BASE + 5.60 PER 1K	\$ 15.50	\$ 16.75	\$ 31.00	\$ 33.55	\$ 26.00
LIVERPOOL	BILLS GO OUT THE 20TH AND DUE THE 15TH	\$ 100	\$ -	NA	NA	\$ 5	\$ 40	NA	NA	NA	NA	LIVERPOOL	NA	\$ 30	NA	NA	NO	0-3K	BASE = \$1 PER 1K	\$ 35.00	NA	NA	NA	NA
MANVEL	READ FOLLOWING WK AFTER 1ST FRI OF EA MONTH, PAYMENT DUE 1ST FRI OF EA MONTH	\$ 75	\$ 25	\$ 50	NA	10% OF BALANCE PAST DUE	NA	NA	\$ 50	FREE	NA	MANVEL	NA	\$ 25	NA	UP TO \$500 FINE	NA	0-2K	\$3.34 FOR EVERY 1K OVER 2K	\$ 32.59	\$ 39.11	\$ 39.11	\$ 45.63	OUT SOURCE
OYSTER CREEK												OYSTER CREEK												
QUINTANA	BILL SENT OUT THE 1ST, NET 10 DAYS	\$ 50	\$ -	\$ 50	NA	\$ 5	NA	NA	NA	NA	NA	QUINTANA	NA	\$ 20	NA	LEGAL	NO	0-10K	10KK-30K= 5-27.5	\$ 12.50	NA	NA	AN	\$ -
RICHWOOD	8TH-8TH, MAILED 25TH, DUE 10TH, 11TH LATE, DISCO 21ST	\$100 FOR OWNERS; \$150 FOR RENTERS	\$ 50	\$ 100	\$ -	10%	\$ 40	\$ -	\$ -	\$ -	\$ -	RICHWOOD	NOT OFFERED	\$ 25	NA	NA	40% OF BASE W/S; \$2 OFF GARBAGE	0-2K	2K-20K= 6.14-20K+ 6.34	\$ 37.53	25.5 FOR 2K; \$4.95 PER EA ADD 1K	\$ 37.53	\$ 25.50	\$ 21.90
ROSHARON												ROSHARON												
SURFSIDE	MAILED THE 1ST; DUE ON THE 20TH	\$ 130	\$75 AFTR 60 DAYS	\$200 AFTR 60 DAYS	NA	\$ 5	NA	NA	NA	NA	NA	SURFSIDE	NA	NA	NA	NA	NA	0-2K	2K-15K= 9-27	\$ 38.00	\$ 26.00	NA	NA	\$ 20.07
SWEENEY	BILLS GO OUT THE 1ST, BILLS DUE THE 15TH; LATE FEE ACCURES AFTER THE 15TH.	\$ 75	\$ 30	\$ 30	NA	10%	NA	UNSURE	NA	NA	\$ 35	SWEENEY	NA	\$ 30	DONT TRANSFER	UNSURE	N; \$0	0-1.5K	1.5K-26.5K= 7.35-8.60	\$ 15.67	\$ 15.67	\$ 15.67	\$ 15.67	21.57 +TAX
WEST COLUMBIA	READ START BETWEEN 8-12 (TAKES 3 DAYS) TO POST OFFICE ON OR BY 25TH, DUE 10TH, CUT OFF 20TH- USEAGE JAN-FEB DUE MARCH	\$75/\$200	\$12.50 TO MOVE IN & OUT	\$30@ OFFICE, \$35 @PD AFT HRS	NA	20% OF OUTSTANDIN BALANCE	NA	NA	NA	NA	NA	WEST COLUMBIA	REG. DEP IF DON'T ALREADY HAVE AN ACCNT W/A DEP	\$ 35	\$ 12.50	NA-NEVER USED IT	NA	0-1K	\$5.07/1K	\$ 19.67	\$ 19.67	\$ 19.67	\$ 19.67	\$19.35/\$4 PER ADTL

KEY:	(W) WATER, (S) SEWER, (R) RESIDENT	MUD DISTRICT: BONNEY/ IOWA COLONY
WELL:	BAILEYS PRAIRIE/ JONES CREEK/ SANDY POINT	UNICORPORATED: DAMON/ OLD OCEAN/ WILD PEACH

**Existing Fees - Utilities**

Item 4.

**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

Franchise (e.g., Southwestern Bell, Entex, and Texas New Mexico) Utility Right-of-Way Permit (subject to additional fees, if deemed applicable)	\$200.00						
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**CHAPTER 23 - LAND DEVELOPMENT CODE**

**ARTICLE II. - SUBDIVISION AND DEVELOPMENT DESIGN**

**Sec. 23-20. - Park dedication and recreation improvements.**

Fee in Lieu of Parkland Dedication Accompanying Plat or Site Application (per single-family residential subdivision)	\$575.00						
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Fee in Lieu of Parkland Dedication Accompanying Plat or Site Application (per dwelling unit in a duplex, townhouse, apartment, or other multi-family development)	\$475.00						
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**CHAPTER 23 - LAND DEVELOPMENT CODE**

**Ordinance No. 20190528-021**

**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

Water Capacity Acquisition Fee (per dwelling unit, as determined by the City Engineer, for any non-residential use)	\$536.70						
Sanitary Sewer Capacity Acquisition Fee	Computed on a case-by-case basis, relative to the location of a subdivision or development to the wastewater treatment plant, affected lift station, and other affected waste water collection and conveyance improvements, and shall be based on the improvements required to provide an adequate level of service based on the proposed use, as determined by the City Engineer, in accordance with the standards. A capacity acquisition fee study must be performed. See "Capacity Acquisition Fee Study Fee" below.						
Capacity Acquisition Fee Study Fee	\$4,000.00						

Water and Sewer Capacity Acquisition Fees shall be determined by the City Engineer using the guidelines and standards set out in Chapter 23 - Land Development Code, Article III. - Public Improvement Responsibilities, Division 2. - Utility Responsibilities, Sec. 23-28 - Responsibilities of the subdivider or developer. and Sec. 23-32 - Rough proportionality of the Code of Ordinances of the City of Angleton.

**CHAPTER 23 - LAND DEVELOPMENT CODE**

**ARTICLE III. - PUBLIC IMPROVEMENT RESPONSIBILITIES, DIVISION 3. - SPECIAL AGREEMENTS**

**Sec. 23-36. - Development and public improvement agreements.**

Administrative Fee Based on Project Cost (up to \$10,000.00)	5%						
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CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON

CHAPTER 24 - TAXATION

ARTICLE I. - IN GENERAL

Sec. 24-1. - Issuance of tax certificates.

Issuance of Tax Certificate	\$10.00						
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CHAPTER 24 - TAXATION

ARTICLE II. - AD VALOREM TAXES

Sec. 24-16. - Penalty for delinquent ad valorem taxes.

Penalty for Delinquent Ad Valorem Taxes (based on amount of taxes to be paid)	20%						
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CHAPTER 26 - UTILITIES

ARTICLE II. - SANITARY SEWER SYSTEM, DIVISION 2. - SEWER USE REGULATIONS

*Subdivision 11. - Miscellaneous Provisions*

Sec. 26-54.127. - Industrial wastewater surcharge; generally.

**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

Surcharges for All Other Pollutants (per contaminant, per day)	\$25.00						
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**CHAPTER 26 - UTILITIES**

**ARTICLE II. - SANITARY SEWER SYSTEM, DIVISION 2. - SEWER USE REGULATIONS**

*Subdivision 11. - Miscellaneous Provisions*

**Sec. 26-54.128. - Surcharge rates and administrative fees.**

Permit Preparation Fee	\$300.00						
Industrial Compliance Inspections (per hour, min. of 20 hours)	\$35.00						
Biochemical Oxygen Demand (BOD) (per pound)	\$0.42						
Chemical Oxygen Demand (COD)	\$0.12						
Total Suspended Solids (TSS)	\$0.47						

**CHAPTER 26 - UTILITIES**



**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

**ARTICLE III. - UTILITY RATES AND CHARGES**

**Sec. 26-71. - Water/sewer rates - Inside city service.** The charges for water and sewer service to customers living inside the city limits shall be as shown below:

Inside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge
			2K to 10K	10K to 25K	25K to 50K	over 50K	
Table I - Residential (ind. meter)	\$33.61	2,000 Gallons	\$12.33	\$12.90	\$13.47	\$14.48	N/A
Table II - Multi-family (master meter)	\$31.93	2,000 Gallons	\$12.33	\$12.90	\$13.47	\$14.48	N/A
Table III - Commercial (ind. meter)	\$38.65	2,000 Gallons	\$13.81	\$14.48	\$15.13	\$16.28	N/A
Table IV - Commercial (master meter)	\$31.93	2,000 Gallons	\$12.33	\$12.90	\$13.47	\$14.48	N/A

*\* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.*

Inside City Rates - Sewer	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage		Maximum Monthly Charge
Table I - Residential (ind. meter)	\$14.46	0 Gallons	\$3.97		\$66.07

**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

Table II - Multi-family (master meter)	\$14.46	0 Gallons	\$3.97	N/A
Table III - Commercial (ind. meter)	\$16.63	0 Gallons	\$4.57	N/A
Table IV - Commercial (master meter)	\$14.46	0 Gallons	\$3.97	N/A
Table V - Sewer Only Customer	<i>Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).</i>			

*\* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.*

*Water/sewer rates—Outside city service:* Customers living outside of the City of Angleton shall be charged at a rate equal to 1.25 times the inside city rates. Inasmuch as the cost of providing utility service to customers living outside the city is higher and as the utility system is supported by tax dollars coming from the residents of the City of Angleton, this charge is necessary for the health, safety, and welfare of the residents of the City of Angleton and for the non-residents receiving utility services from the city.

**CHAPTER 26 - UTILITIES**

**ARTICLE III. - UTILITY RATES AND CHARGES**

**Sec. 26-72. - Water/sewer rates - Outside city service.**

Outside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment	Maximum Monthly Charge
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**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

			2K to 10K	10K to 25K	25K to 50K	over 50K	
Table I - Residential (ind. meter)	\$42.01	2,000 Gallons	\$15.41	\$16.13	\$16.84	\$18.09	N/A
Table II - Multi-family (master meter)	\$39.92	2,000 Gallons	\$15.41	\$16.13	\$16.84	\$18.09	N/A
Table III - Commercial (ind. meter)	\$48.31	2,000 Gallons	\$17.26	\$18.09	\$18.91	\$20.35	N/A
Table IV - Commercial (master meter)	\$39.92	2,000 Gallons	\$15.41	\$16.13	\$16.84	\$18.09	N/A
Table V - Wholesale Water Rates	The rate for the purchase of "Wholesale Water" through a fire hydrant meter provided by the city or from other locations established and metered by the city shall be the same as Table III - Commercial (ind. meter) under the Outside City Rate Table.						

*\* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.*

Outside City Rates - Sewer	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage				Maximum Monthly Charge
Table I - Residential (ind. meter)	\$18.07	0 Gallons	\$4.97				\$82.68
Table II - Multi-family (master meter)	\$18.07	0 Gallons	\$4.97				N/A
Table III - Commercial (ind. meter)	\$20.79	0 Gallons	\$5.71				N/A

**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

Table IV - Commercial (master meter)	\$18.07	0 Gallons	\$4.97	N/A
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Table V - Sewer Only Customer	<i>Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).</i>			
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*\* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.*

**CHAPTER 26 - UTILITIES**

**ARTICLE III. - UTILITY RATES AND CHARGES**

**Sec. 26-73. - Deposits.**

Deposit for All New Water Customers	\$100.00						
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**CHAPTER 26 - UTILITIES**

**ARTICLE III. - UTILITY RATES AND CHARGES**

**Sec. 26-73.1 - Deposits/connect fee.**

Connect Fee (taken from Deposit for All New Water Customers)	\$25.00						
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**CHAPTER 26 - UTILITIES**

CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON

ARTICLE III. - UTILITY RATES AND CHARGES

Sec. 26-73.2 - Closing of account.

Refund of Remaining Deposit	\$75.00						
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CHAPTER 26 - UTILITIES

ARTICLE III. - UTILITY RATES AND CHARGES

Sec. 26-74. - Penalties.

A fee to defray costs of collecting delinquent utility accounts receivable	An additional fee imposed of 20 percent on all debts and accounts receivable, i.e., fines, fees, restitution, other debts, and costs, that are more than 120 days past due and have been referred to a private firm for collection, and that relate to delinquent utility accounts owed to the city.						
Penalty on Any Unpaid or Past Due Account (minimum)	\$10.00						

CHAPTER 26 - UTILITIES

ARTICLE III. - UTILITY RATES AND CHARGES

Sec. 26-74.1. - Disconnect.

**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

Disconnect/Reconnect Fee	\$25.00						
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**CHAPTER 26 - UTILITIES**

**ARTICLE III. - UTILITY RATES AND CHARGES**

**Sec. 26-75. - Water meter and sewer tap direct cost recovery fees.**

*The Ordinance references an "Exhibit A," containing the fees charged by the city to new accounts for water and/or sewer taps. No Exhibit A observed.*

**CHAPTER 26 - UTILITIES**

**ARTICLE III. - UTILITY RATES AND CHARGES**

**Sec. 26-75.1. - Charges for water meter installations and sewer taps.**

**Water Meter Installations**

3/4" Meter Fee	\$500.00						
1" Meter Fee	\$575.00						
1-1/2" Meter Fee	\$1,000.00						
2" Meter Fee	\$1,200.00						

**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

**Sewer Taps**

4" Sewer Tap Fee	\$700.00						
6" Sewer Tap Fee	\$950.00						

**CHAPTER 26 - UTILITIES**

**ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY**

**Sec. 26-76. - Capital cost recover fees.**

**Inside Corporate City Limits**

3/4" Meter Pipe Size Fee	\$156.00						
1" Meter Pipe Size Fee	\$168.00						
1-1/2" Meter Pipe Size Fee	\$192.00						
2" Meter Pipe Size Fee	\$216.00						
Over 2" Meter Pipe Size Fee	<i>To be determined by city administrator.</i>						

**Outside Corporate City Limits**



**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

3/4" Meter Pipe Size Fee	\$312.00						
1" Meter Pipe Size Fee	\$336.00						
1.5" Meter Pipe Size Fee	\$384.00						
2" Meter Pipe Size Fee	\$432.00						
Over 2" Meter Pipe Size Fee	<i>To be determined by city administrator.</i>						

**Other Water and Sewer Capital Cost Recovery Fees**

Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (inside the corporate city limits)	\$156.00						
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (outside the corporate city limits)	\$312.00						
Residential Sewer Capital Cost Recovery Fee (inside the corporate city limits)	\$312.00						
Residential Sewer Capital Cost Recovery Fee (outside the corporate city limits)	\$624.00						

**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

Fee for Each Unit Using the Sewer Tap (per unit) After the First Unit Using the Sewer Tap	\$200.00						
Nonresidential sewer capital cost recovery fee, per restroom (inside the corporate city limits)	\$400.00						
Nonresidential sewer capital cost recovery fee, per restroom (outside the corporate city limits)	\$800.00						

**CHAPTER 26 - UTILITIES**

**ARTICLE III. - UTILITY RATES AND CHARGES**

**Sec. 26-77. - Charges for misuse of utility service or meter.**

First Offense	\$15.00						
Second Offense	\$30.00						
Third Offense	\$50.00						
Fourth Offense	Legal Action						

CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON

CHAPTER 26 - UTILITIES

ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY

Sec. 26-94. - Deposits and fees.

Residential Deposit & Connection Fee (for new customers)	\$100.00						
Commercial Deposit (or, amount to cover one month's bill)	\$100.00						
High Volume Account Deposit (or, amount to cover one month's bill)	\$400.00						
Apartment Deposit (per unit or amount to cover one month's bill)	\$100.00						
Trailer Space Deposit (per unit or amount to cover one month's bill)	\$100.00						
Late Fee (percentage of utility bills, which shall include water, sewer, and garbage or refuse collection)	10% or \$10.00 (whichever is greater)						

**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

Disconnect Fee	\$25.00						
Returned Check Fee	\$30.00						
Install Lock on Meter (to terminate service)	\$25.00						
Plug or Pull Meter (to terminate service)	\$75.00						
Accuracy Test (if meter is correct)	\$50.00						
Transfer of Service	\$25.00						
Two Week Clean-Up (plus usage)	\$10.00						

**CHAPTER 26 - UTILITIES**

**ARTICLE IV. - UTLITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY**

**Sec. 26-101. - Private water wells.**

Permit Fee	\$200.00						
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**CHAPTER 27 - VEHICLES FOR HIRE**

**ARTICLE II. - TAXICABS, DIVISION 2. - VEHICLE PERMITS**

**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

**Sec. 27-49. - Fee.**

Permit Issuance Fee (per car to be operated in the city for a 12-month period, ending December 31)	\$50.00						
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**CHAPTER 27 - VEHICLES FOR HIRE**

**ARTICLE II. - TAXICABS, DIVISION 3. - CITY TAXICAB DRIVER'S PERMIT**

**Sec. 27-65. - Issuance of permit; fee.**

Background Information Check Fee	\$10.00						
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**CHAPTER 27 - VEHICLES FOR HIRE**

**ARTICLE III. - VEHICLE TOWING**

**Sec. 27-91. - Fees for nonconsent tows.**

Fee for Nonconsent Tow	<i>Fee for Nonconsent Tow levied pursuant to V.T.C.A., Occupations Code Ch. 2308.</i>						
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**CHAPTER 28 - ZONING**

**ARTICLE II. - ZONING PROCEDURES AND ADMINISTRATION**

**CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON**

**Sec. 28-24. - Amendments to zoning ordinance and districts, administrative procedures, and enforcement.**

Waiver Request Fee	\$100.00						
Rezoning Application Fee (if waiver request granted before expiration date)	<i>150% of the zoning application fee</i>						

**CHAPTER 30 - SPECIAL DISTRICTS**

**ARTICLE I. - GENERAL**

**Sec. 30-5. - Deposit against expenditures.**

Initial Deposit Sum	\$25,000.00						
Additional Deposit Sum	\$10,000.00						

## Ordinance dated October 2024 - Water/Sewer Rates Amendments

## ORDINANCE NO. 20240924-017

**AN ORDINANCE AMENDING THE UTILITY RATES IN THE CITY OF ANGLETON FEE SCHEDULE IN CHAPTER 2 ADMINISTRATION ARTICLE X SECTION 2-266 FEE SCHEDULE THE ANGLETON, TEXAS CODE OF ORDINANCES; PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR UTILITY SERVICES BY THE CITY OF ANGLETON; PROVIDING FOR REPEAL, PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Angleton is legally empowered to regulate the utility rates charged to customers of its municipal systems and has the authority to regulate their utilities as set out in Section 552.001(b) of the Texas Local Government Code; and

**WHEREAS**, the City of Angleton Code of Ordinances Section 26-71 provides all water and sewer rates are to be listed in the fee schedule, and the City has operational, and maintenance needs necessary to provide utility services; and

**WHEREAS**, the rates charged to the City of Angleton by the Brazosport Water Authority (“BWA”) are increasing \$0.53 per thousand gallons due to increased operational and debt service costs; and

**WHEREAS**, the City Council of Angleton, Texas, deems it necessary and appropriate to continue charging a rate equal to one and one quarter times (1.25) the inside city rates for customers living outside the city of Angleton; and

**WHEREAS**, to ensure that customers paying an impact fee are not charged twice for the extension of utilities, the water and sewer Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$4.00 less; and

**WHEREAS**, the 2024-2025 City of Angleton Budget was prepared based on the increases cited above; and

**WHEREAS**, it is in the best interests of the public health, safety, and welfare that this amendment to the utility rates be made.

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

**SECTION 1.** That the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct.

**SECTION 2.** That utility rate tables contained in the City of Angleton Fee Schedule in Chapter 2 Administration, Article X, Section 2-266 Fee Schedule in the Angleton Texas Code of Ordinances, are hereby amended and replaced as follows:



**Water/Sewer Rates- Inside City Service** -The charges for water and sewer service to customers living inside the city limits shall be as shown below:

Inside City Rates - Water	Base Mthly Rate* (per meter)	Base Allotment	Price per 1000 gallons usage above base allotment				Max Mthly Charge
			2Kto10K	10K- 25K	25K-50K	over 50K	
Table I-Residential (ind. meter)	\$33.61	2000 gals	\$12.33	\$12.90	\$13.47	\$14.48	n/a
Table II-Multi-family (master meter)	\$31.93	2000 gals	\$12.33	\$12.90	\$13.47	\$14.48	n/a
Table III-Commercial (ind. meter)	\$38.65	2000 gals	\$13.81	\$14.48	\$15.13	\$16.28	n/a
Table IV-Commercial (master meter)	\$31.93	2000 gals	\$12.33	\$12.90	\$13.47	\$14.48	n/a

\* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

Inside City Rates - Sewer	Base Mthly Rate* (per meter)	Base Allotment	Prices per 1000 Gallons Usage		Max Mthly Charge
Table I-Residential (ind. meter)	\$14.46	0 gals	\$3.97		\$66.07
Table II-Multi-family (master meter)	\$14.46	0 gals	\$3.97		n/a
Table III-Commercial (ind. meter)	\$16.63	0 gals	\$4.57		n/a
Table IV-Commercial (master meter)	\$14.46	0 gals	\$3.97		n/a
Table V-Sewer Only Customer	Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).				

\* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

**Water/Sewer Rates - Outside City Service** - Customers living outside of the City of Angleton shall be charged at a rate equal to one and one quarter (1.25) times the Inside City Rates. Inasmuch as the cost of providing utility service to customers living outside the City is higher and as the utility system is supported by tax dollars coming from the residents of the City of Angleton, this charge is necessary for the health, safety, and welfare of the residents of the City of Angleton and for the non-residents receiving utility services from the City.

Outside City Rates - Water	Base Mthly Rate* (per meter)	Base Allotment	Price per 1000 gallons usage above base allotment				Max. Mthly Charge
			2K to 10K	10K-25K	25K-50K	over 50K	
Table I - Residential (ind. Meter)	\$42.01	2000 gals	\$15.41	\$16.13	\$16.84	\$18.09	n/a
Table II-Multi-family (master meter)	\$39.92	2000 gals	\$15.41	\$16.13	\$16.84	\$18.09	n/a
Table III-Commercial (ind. meter)	\$48.31	2000 gals	\$17.26	\$18.09	\$18.91	\$20.35	n/a
Table IV-Commercial (master meter)	\$39.92	2000 gals	\$15.41	\$16.13	\$16.84	\$18.09	n/a
Table V - Wholesale Water Rates	The rate for the purchase of "Wholesale Water" through a fire hydrant meter provided by the City or from other locations established and metered by the City shall be the same as Table III - Commercial (individual meter) under the Outside City Rate table.						

\* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.



<b>Outside City Rates - Sewer</b>	Base Mthly Rate* (per meter)	Base Allotment	Prices per 1000 Gallons Usage	Max. Mthly Charge
Table I-Residential (ind. meter)	\$18.07	0 gals	\$4.97	\$82.68
Table II-Multi-family (master meter)	\$18.07	0 gals	\$4.97	n/a
Table III-Commercial (ind. meter)	\$20.79	0 gals	\$5.71	n/a
Table IV-Commercial (master meter)	\$18.07	0 gals	\$4.97	n/a
Table V-Sewer Only Customer	Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).			

\* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

**SECTION 3. Severability.** In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**SECTION 4. Repeal.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of said conflict.

**SECTION 5.** That the City Council has found and determined that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

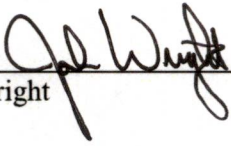
**SECTION 6. Penalty.** Any person, firm, corporation, or business entity violating or failing to comply with this Ordinance shall be deemed guilty of a misdemeanor and on conviction thereof, shall be fined in an amount not exceeding Two Thousand Dollars (\$2,000.00) if the violation relates to the public health, sanitation or dumping of refuse, otherwise the fine shall be in an amount not exceeding Five Hundred Dollars (\$500.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs.

**SECTION 7.** That this Ordinance shall become effective immediately upon its passage and approval, with new rates reflected in the utility bill due in October 2024.

SIGNATURE PAGE FOLLOWS

PASSED AND APPROVED THIS THE 24TH DAY OF SEPTEMBER 2024.

CITY OF ANGLETON, TEXAS

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

ATTEST:

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





## SPECIAL EVENT PERMIT

### Policy Number PARD-XX

Last Review Date: 05/2024

Effective Date: XX/XX/XXXX

[Review Date: 05/2027](#)

#### Purpose

A special event permit grants legal authority to allow individuals or organizations to host a special event or activity outside the normal scope of regular operations. The purpose of a special event permit is to ensure the special event meets outlined criteria including local regulations, and requirements, and does not pose a significant risk to public safety or public spaces.

#### Definitions

**Special event** means a temporary special event, gathering, or organized activity, including but not limited to parades, races, other moving special events, block parties, parking lot parties, concerts, carnivals, or festivals in City Council-approved zoning districts unless otherwise permitted that include one or more of the following:

- Closing or impacting a public street, sidewalk, or trail
- Blocking or restricting city-owned property
- Sale or distribution of merchandise, food, or beverages, including alcohol, associated with the special event
- Erection of a tent equal to or greater than four hundred (400) square feet in area
- Installation of a stage, band shell, trailer, van, portable building, grandstand, or bleachers
- Placement of portable toilets on city-owned property
- Placement of temporary no-parking signs in a public right-of-way
- Placement of pedestrian boundary markers on city-owned property
- Placement of additional waste containers
- Having an impact on public safety
- First Amendment special events and demonstrations
- Other City Council-approved special events for unforeseen purposes

**Applicant** means the person seeking to hold a special event who has filed a written application for a special event permit, including the applicant's employees, agents, affiliates, successors, and other persons controlled by the applicant.

**Application Fee** means a base fee established by the city ordinance for processing a special event permit application.

**City** means the City of Angleton.

**Non-Profit Organization** means organizations organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, educational, or other specified purposes and that meet certain other requirements are tax exempt under Internal Revenue Code Section 501(c)(3).

**Special Event Permit** means a permit as specified and obtained pursuant to this policy.

## Policy

### 1. Special Event Application Timelines

Except as provided below, a special event permit application must be completed and filed at least sixty (60) days before the intended special event date and not more than twelve (12) months in advance of the intended special event date.

Applications for permits filed less than the specified number of days before the special event may be considered for First Amendment demonstration, taking into consideration the nature and scope of the proposed special event, and the number and types of permits required to be issued in conjunction with the special event permit.

### 2. Application Review & Issuance of Permit

The city shall grant the permit if it determines that the special event will not jeopardize public safety, health, or welfare; unduly disrupt traffic patterns; and if the applicant has complied with this policy and all applicable laws and ordinances.

Multiday or reoccurring special events will require City Council approval.

The city may suggest and consult with the applicant on alternative times, routes, or other conditions of the special event.

The city may specify that the permit issued contains reasonable rules and conditions to ensure the overall safety of the participants, citizens, and property, and to ensure the orderly movement of traffic in and near the special event area or route.

The city may require a special event logistics meeting with the applicant prior to the approval decision for an open application based on the discretion of city officials regarding the issuance of a special event permit.

Upon proper application and determination by the city that the applicant has satisfied the applicable provisions of this policy, the city shall issue the permit to the applicant. The permit shall contain the following information but is not limited to:

- a. Applicant name and contact information;
- b. Special event name;
- c. Address of special event;
- d. Special event date(s);
- e. Special event time and duration;
- f. Description of the special event;
- g. Special event type;
- h. Special event impacts on public property;
- i. Proof of additional permits (if applicable);
- j. Information regarding parades (if applicable);
- k. Estimated number of persons, animals, and motor vehicles in the special event;
- l. Special event Site Plan including parade routes (if applicable);
- m. Clean-up and Litter Prevention Plan;
- n. Restroom and Sanitation Plan;
- o. Special event Traffic Control Plan including road closures (if applicable);
- p. List of food vendors and associated food permits (if applicable);
- q. Information regarding alcohol consumption or sales (if applicable);
- r. Special event signage details;
- s. Information regarding amusement rides (if applicable);
- t. Information regarding fireworks or pyrotechnics (if applicable); and
- u. Insurance requirements.

Prior to denial of a permit, the City shall consider alternatives provided by the applicant to the time, place, or manner of the special event that will allow the special event to occur without posing a threat to health or safety, or otherwise violating state or local law.

### **3. Application Fees and Payment**

The current application fee is approved by City Council and can be found within the City's fee schedule.

The applicant shall pay all required fees with the Special Event Permit Application. Applicant shall also be required to pay all fees and costs required by other City ordinances, or policies, to conduct specific activities in conjunction with or as part of a special event.

Angleton-based educational non-profit organizations may be eligible for facility rental discounts when hosting special events that align with the City's community-focused objectives. To qualify, organizations must request the discount in advance within the special event application. Eligible applicants must provide proof of non-profit status and demonstrate that the event serves a clear educational purpose or provides community enrichment. Facility discounts are granted at the discretion of the City of Angleton and are subject to availability, ensuring that local resources are utilized to support events that benefit the public.

If the City determines that a special event may require the attention and involvement of City personnel or City facilities, additional fees may apply and the City shall notify the Applicant of additional requirements for approval of their application.

City officials can provide recommendations for a waiver or discount of fees. City Council reserves the right to waive or discount application and city service fees for special events that will provide substantial community benefit. Special Events seeking discounts must be scheduled for a City Council meeting.

- a) **Prior to issuance of a Special event Special event Permit:** Applicant and City shall agree upon the additional costs the City will incur as a result of the special event. An invoice will be provided to the applicant within 30 days of approval of a special event application and the applicant shall pay those costs in full to the City no less than thirty (30) days from the special event date.
- b) **Payment for Exceeding Pre-Special Event City Service Agreement:** Applicant shall agree in writing to pay any costs of services exceeding the pre-special event agreement that the City incurred as a result of the special event (e.g. additional services required or cleanup costs). After the special event, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-special event. Post-special event fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.

**Failure to meet any required payments may result in revocation of the permit and/or denial of future special event special event permit applications.**

#### 4. Permit Revocation

A special event permit shall be revoked by the City Manager, or their designee, upon the following conditions:

- a) If city officials, or their designated representatives, find that any of the provisions of this article, city ordinance, or state law is being violated;

- b) If, in the judgment of the Police Chief or Fire Chief, a violation exists that requires immediate abatement, they shall have the authority to revoke a permit in the absence or unavailability of a city official; or
- c) The applicant made or permitted to be made, a false or misleading statement or omission of material fact on an application for a special event special event permit.
- d) The City will provide a minimum of 24-hour notice for the revocation of the Special Event Permit with the exceptions of violations that fall under item B of this section.

#### 5. Appeal to Revocation or Denial

Decisions of city officials regarding the issuance of a special event permit or the imposition of costs, additional restrictions, or conditions upon the granting of a special event permit may be appealed to the City Council. Such appeal shall be in writing and be delivered to the City Manager within five (5) business days after the issuance of a decision by the City Manager or designee. When determining the appeal, the City Council shall consider the application under the standards provided in this policy and sustain or overrule the City Manager's decision. The decision of the City Council shall be issued by the next scheduled City Council meeting and shall be final.

#### 6. Special Event Site Plan

A conceptual site plan of the premises to be used for the special event special event must be submitted at the time of the filing of an application. A final site plan, which shall be reviewed and is subject to approval by a city official, or designee, must be submitted a minimum of 30 days before the special event. The final site plan must be detailed and drawn to scale. It must show the location and anticipated use of all special event components including:

- Names of all streets
- Parade route (if applicable)
- Entrance and exit
- ADA components (e.g. parking, seating, restrooms, etc.)
- Location of:
  - First Aid facilities and ambulances
  - Stages
  - Speakers
  - Sound booth
  - Platforms
  - Canopies
  - Booths/vendors
  - Portable toilets
  - Food vendors/cooking areas

- Trash containers and dumpsters
- Generators
- Barriers
- Other temporary structures (light trees, etc.)

Non-substantial on-site adjustments to the conceptual or final site plan may be made in consultation with the city staff. The City reserves the right to conduct a walk-through to verify that the actual setup of the special event site meets with the approved final site plan shall be conducted before the special event.

**IMPORTANT** A minimum of twenty feet (20') is required for emergency vehicle/personnel access.

Maps and/or routes may not be advertised until the applicant has received a special event permit.

#### 7. Clean-Up & Litter Prevention

The applicant is responsible for the proper disposal of waste and garbage through the term of the special event.

A \$1000.00 Clean-Up & Litter Prevention deposit is required. If the special event area and one mile radius of the special event area is returned to a clean condition immediately upon conclusion of the special event, the applicant is eligible to receive a refund for the deposit.

**Commented [MM1]:** Does this need to be tiered, per Ardurra?

The applicant must submit a special event cleanup plan. The plan must indicate:

- Sufficient staff to handle cleanup throughout the duration of the special event and after the special event.
- Sufficient equipment placed in effective locations (dumpsters, carts, trash receptacles, hot coal barrels, grease barrels, etc.).
- Sufficient plan to empty refuse containers throughout the special event so as to prevent special event overflow.
- Post special event Clean-Up
- Vendors must extinguish any coals before disposing of them in specified receptacles.
- Booths, stages, and other equipment must be removed immediately following the special event to facilitate cleanup.
- In the case of a street special event, streets will remain closed to allow adequate cleanup. Cleanup should be completed by the specified deadline provided within the issued permit.
- Litter and trash control should include the special event area and a one-block radius around the special event boundaries.



- Liquid waste disposal should be removed from special event site and disposed of properly. No liquid waste may be dumped in city gutters, ditches, or other drainage as a means of disposal.

A final Clean-up & Littler Prevention Plan, which shall be reviewed and is subject to approval by a city official, or designee, must be submitted a minimum of 30 days before the special event.

**8. Restroom & Sanitation**

The applicant is responsible for providing portable toilets with handwashing units and indicating their location on a site diagram. The number of toilets required will be based on the anticipated number of participants/guests with a minimum of four portable toilets (two unisex and two accessible). The table below outlines the standard portable toilet requirements. At least ten percent of the toilets are to be accessible, if not designated in the provided table.

The city may require additional portable toilets depending on the location of the units and/or the geographic footprint of the special event. Accessible toilets are to be placed on a level site (no more than a two percent slope) with an appropriate clear path of travel (a minimum of 36 inches wide) leading to the toilet entrance.

Number of Participants/ Guests	Minimum Toilet Requirement	Accessible Toilet Requirement	Handwashing Stations
Up to 500	4	2	2
501–800	6	2	2
801–1000	10	2	2
Over 1000	Consult with city staff		

**9. Traffic Control and Parking Plan**

A traffic control plan means any plan submitted by the applicant sets forth the regulations of traffic control devices used to facilitate vehicular and pedestrian traffic safely and efficiently through a temporary traffic control area associated with the special event. This plan should include a special event parking map that includes plans for the ingress and egress of special event attendees, special event workers, vendors, emergency response vehicles, and any other vehicular traffic related to special event operations.

Applicants shall describe in the site plan that parking and public transportation for the special event special event has been provided. If parking is planned to be on private property, written evidence that the applicant has a right of possession of the property through ownership, lease, license, or other property interest must be provided.

Traffic control and direction upon city rights-of-way shall be allowed only by a City of Angleton Police Officer, or other sworn Texas law enforcement officer that has been approved by the City.

Vehicular traffic control and direction by private citizens in the city rights-of-way is prohibited. Vehicular traffic control and direction by special event staff or volunteers may be conducted in parking areas outside of city rights-of-way.

A final Traffic Control and Parking Plan, which shall be reviewed and is subject to approval by a city official, or designee, must be submitted a minimum of 30 days before the special event.

#### 10. Road Closures

All special events requiring road closures (moving special events such as parades, walks, runs, races, or marches as well as block parties, festivals, or other similar special events) will be reviewed to determine impacts on public safety, traffic patterns, and commerce. Requested closures found to cause unreasonable negative impacts on public safety, traffic patterns, or commerce will not be approved.

- **Moving Special Events**
  - To ensure the efficient movement of any moving special events, a staging area must be designed to allow participants, vehicles, parade units, or other components of the moving special event to enter the route in an orderly and efficient fashion.
  - If a moving special event is to be held in conjunction with a festival, the staging area must be separate from the festival site during periods of concurrent use.
- **Parade and Procession**
  - All parades will require additional permitting and must meet the requirements for Parades and Processions identified in the City of Angleton's Code of Ordinances.

#### 11. Emergency Services & Security

When the presence of law enforcement officers is necessary for special events, the applicant shall be responsible for the cost of providing police personnel. Police protection and security must be provided by a licensed peace officer commissioned by the Angleton Police Department. The cost for police personnel provided by the Angleton Police Department shall be paid at the rate set by the Chief of Police.

When the presence of emergency medical service ("EMS") is necessary for a special event special event, the applicant shall be responsible for reimbursing Angleton Area Emergency Medical Corps (AAEMC) for the cost of providing personnel. The cost for EMS personnel provided shall be paid at the rate set by Angleton Area Emergency Medical Corps (AAEMC).

The objective standards used to determine the number of law enforcement officers and/or AAEMC and ambulances shall be as follows:

- General traffic conditions in the area requested, both vehicular and pedestrian
- Route to be taken if the special event is a parade or other moving special event
- Duration of the special event
- Whether all or any portion of a roadway will be closed
- The estimated number of people who will attend
- Uses adjacent to the special event, such as residential or commercial areas
- Time and date of the special event
- Alcoholic beverages available for consumption at the special event
- Wild or undomesticated animals at the special event
- Need for safety zones (balloon/helicopter launch or landing area, etc.)
- Any other safety or security risk in which city staff determine the immediate availability of Angleton Police or Angleton Area Emergency Medical Corps (AAEMC) personnel is needed during special event operations

A final Emergency Services & Security Plan, which shall be reviewed and is subject to approval by a city official, or designee, must be submitted a minimum of 30 days before the special event.

#### **12. Noise & Amplified Sound**

Amplified sound used in accordance with the special event special event shall comply with the amplified sound regulations of the Texas Local Government Code, the Texas Penal Code, and the City of Angleton Code of Ordinances.

When loudspeakers, or any other amplifying device, are to be used in conjunction with the special event, the location and orientation of these devices shall be indicated, along with the planned hours of use, on the site plan.

#### **13. Food Service**

Where food service is provided, said operation shall be in compliance with all provisions of the food and food establishment ordinances of the city, as well as all other applicable state and local laws.

#### **14. Alcohol**

If the special event includes the sale or consumption of alcohol in any form, the applicant shall, at the time of the submission of their application, include specific details with regard to the service of alcohol, including the type of alcohol, vendors, logistics, the process of service, Texas Alcoholic Beverage Commission ("TABC") certification and any other information deemed necessary by the city and/or as required by this chapter.

Any special event providing for alcohol sales or consumption shall have a valid permit or license to sell or serve alcoholic beverages issued by TABC, shall follow all TABC rules and regulations associated with the permit, and may be required to provide proof of Special Event Insurance. A certified bartender shall be used for the service of alcohol when required by law. It is the responsibility of the applicant to ensure that participants, spectators, and patrons do not carry alcoholic beverages into or out of the special event special event.

Applicant(s) will be required to pay an alcohol permit fee.

#### **15. Signs & Postings**

Signage used in accordance with the special event special event shall comply with the sign regulations of the City of Angleton under the provisions for signage found in the City of Angleton Code of Ordinances.

Special event signage and notices must be approved by city staff during the application period.

#### **16. Rides & Attractions**

Rides and/or attractions associated with special event shall conform with the statutory rules and regulations set forth in Chapter 21, Article 21.53 of the Texas Insurance Code, designated the Amusement Ride Safety Inspection and Insurance Act, as amended. Copies of inspection reports will be required.

#### **17. Fireworks & Pyrotechnics**

Fireworks or Pyrotechnics used in accordance with the special event shall comply with the fireworks and explosive and fireworks discharge regulations of the City of Angleton under the provisions for Fireworks and explosives found in City of Angleton Code of Ordinances.

In the event the city determines, upon review of the application, that a special event may involve explosives, damage or destruction of property, or any activity that would pose an unreasonable risk to persons or property, the city may require a surety bond.

A surety bond shall be deposited with the city in the amount of \$100,000.00, at a minimum, conditioned that no damage will be done to city property, streets, sewers, infrastructure, or adjoining or nearby property.

The surety bond shall be returned to the permittee within ten days after said permit expires upon certification by the city that all of the conditions of this article have been satisfied.

Should actual costs for damage repair not exceed the amount of the bond, the remainder shall be reimbursed to the permittee by the city. In the event that actual costs exceed the amount of the bond, the permittee shall pay such additional sum to the city within ten days from the date of notification.

Nothing herein shall preclude the city from enforcing any legal or equitable remedy against the permittee in addition to the bond.

#### **18. Insurance Requirements**

Organizers must obtain and maintain at their own expense insurance policies for the below amounts of coverage as established by the city Director of Human Resources & Risk Management and as provided for in the permit application. Special event Insurance and a Waiver of Subrogation may be required.

Organizer must provide a Certificate of General Liability Insurance with the following limits:

- General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate
- Auto Liability for Any Auto and have a Combined Single Limit of at least \$1,000,000
- Workers' Compensation or Employer's Liability as required by the State of Texas with each accident \$1,000,000, or as required by Texas law

The City of Angleton must be named as an Additional Insured by Endorsement, which must be provided. Any other entities that might be impacted by this special event shall also be named as additional insured.

Applicant must provide the city with proof of the required insurance no less than ten (10) days before the first day of the special event. Such proof of policy must be in a form acceptable to the city's Director of Human Resources & Risk Management.

Applicant must notify the city within 30 days of any cancellation of the policies.

If a special event planner or vendor plans to serve/provide/sell alcohol, even the planner must make the policy Primary and Non-Contributory by endorsement, which must be provided to the city.

#### **19. Indemnity Clause**

The applicant shall indemnify and hold the City of Angleton, its officials, officers, employees and agents harmless from all costs, expenses (including reasonable attorney's fees) and damages to persons or property arising directly or indirectly as a result of the mass gathering. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the applicant and the city.

#### **20. Other Permits**

The applicant is responsible for obtaining all needed permits required for the special event special event. The applicant is also responsible for ensuring that special event vendors/contractors obtain any necessary permits to lawfully conduct business. All required permits must be submitted to the city a minimum of 30 days prior to the special event.

#### **Procedures**

1. The applicant will submit a special event application online including the required information and document submission a minimum of sixty (60) days before the intended special event date and not more than twelve (12) months in advance of the intended special event date.
  - a. For multiday events, city staff will submit an agenda summary with information provided by the applicant to be discussed at a City Council meeting prior to the thirty (30) day deadline for all special event requirements.
2. Development Services will review the application for completeness and Laserfiche will engage applicable departments for completeness (e.g. Police Department – Traffic Control Plan, etc.).
3. Incomplete applications will be denied. Complete applications will be scheduled for a special event logistics meeting with city staff.
  - a. Applicants can submit an appeal in writing and be delivered to the City Manager within five (5) business days after the issuance of a decision by the City Manager or designee.
  - b. The City Manager or designee will submit an agenda summary with information regarding the denial of the special event permit to be discussed at a City Council meeting prior to the thirty (30) day deadline for all special event requirements if the decision is overruled.
  - c. The decision of the City Council shall be issued by the next scheduled City Council meeting and shall be final.
4. All required information, deposits, permit fees, insurance, and other required items

must be delivered to Development Services no less than thirty (30) days prior to the special event.

5. Notification of additional fees due to the city will be provided within thirty (30) days of the post-special event. Post-special event fees are net thirty (30) from the date of the invoice.

**Reference**

SPECIAL EVENT SPECIAL EVENT PERMIT CHECKLIST

SPECIAL EVENT SPECIAL EVENT PERMIT CONTRACT

[https://library.municode.com/tx/angleton/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH25TRMOVE\\_ARTVIPAPR](https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH25TRMOVE_ARTVIPAPR)

[https://library.municode.com/tx/angleton/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH13MIOF\\_ARTIINGE\\_S13-9USAMDE](https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH13MIOF_ARTIINGE_S13-9USAMDE)

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[https://library.municode.com/tx/angleton/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH3ALBE](https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH3ALBE)

[https://library.municode.com/tx/angleton/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH17PARE\\_ARTIIIUSPUPA\\_S17-63ALINBE](https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH17PARE_ARTIIIUSPUPA_S17-63ALINBE)

[https://library.municode.com/tx/angleton/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH21.5SI](https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH21.5SI)

[https://library.municode.com/tx/angleton/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH13MIOF\\_ARTIINGE\\_S13-4SAIS](https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH13MIOF_ARTIINGE_S13-4SAIS)

[https://library.municode.com/tx/angleton/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH17PARE\\_ARTIIIUSPUPA\\_S17-67FIEX](https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH17PARE_ARTIIIUSPUPA_S17-67FIEX)



**SPECIAL EVENT SPECIAL EVENT PERMIT CHECKLIST**

- Special Event Permit application a minimum of 60 days prior to the special event special event.
- Proof of non-profit status (if applicable).
- Special Event Site Plan.
- Clean-up & Litter Prevention Plan
- Coordination for portable toilets, trashcans, and dumpsters for Restroom & Sanitation requirements
- Traffic Control Plan.
- Emergency Services & Security Plan has been approved by Angleton PD, Angleton Area Emergency Medical Corps (AAEMC), Angleton Emergency Management and an EAP has been developed.
- Amplified sound meets regulations found in City of Angleton Code of Ordinances.
- (If applicable) Food vendors have pulled permits related to regulations found in the City of Angleton Code of Ordinances.
- (If applicable) An alcohol permit and license to sell or serve alcoholic beverages issued by TABC has been obtained.
- (If applicable) Special event signage and notices have been approved by city staff.
- (If applicable) Rides and/or attractions conform with the statutory rules and regulations outlined in Chapter 21, Article 21.53 of the Texas Insurance Code, designated the Amusement Ride Safety Inspection and Insurance Act and copies of inspection reports have been provided.
- (If applicable) Fireworks and pyrotechnics meet regulations found in the City of Angleton Code of Ordinances.
- Applicable for special event special events that have fireworks and/or pyrotechnics, a surety bond has been deposited with the city in the amount of \$100,000.00, at a minimum.
- Appropriate insurance policies have been obtained based on the Director of Human Resources & Risk Management assessment.
- All required permits have been submitted to the city a minimum of 30 days prior to the special event special event.





## AGENDA ITEM SUMMARY FORM

---

**MEETING DATE:** 1/28/2025  
**PREPARED BY:** Martha Eighme  
**AGENDA CONTENT:** Update on KMOC Project from Brent Boles  
**AGENDA ITEM SECTION:** Regular Agenda

---

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

**FUND:**

**EXECUTIVE SUMMARY:**

Brent Boles of Iad Architect will provide Council with an update on the King Municipal Operations Center (KMOC) Project.

**RECOMMENDATION:**



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** January 28, 2025

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** 288B TA Grant Update (Sidewalk Project)

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** NA

**FUNDS REQUESTED:** NA

**FUND:**

### EXECUTIVE SUMMARY:

The City of Angleton has entered into an Advanced Funding Agreement with TxDOT on the sidewalk improvements on 288B from Orange Street to Cedar Street. The below is a synopsis of the agreement:

- The estimated total participation by Local Government is \$1,068,457.
- The **State** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$1,068,457.
- <sup>1</sup>Local Government's first payment of \$33,920 is due to State within 30 days from execution of this contract.
- <sup>2</sup>Local Government's second payment of \$1,034,537 is due to State within 60 days prior to the Construction contract being advertised for bids.
- <sup>3</sup>If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 0.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$4,273,830.

The First payment from the City has been made in the amount of \$33,920.00. TxDOT is pending approval of the Federal Project Authorization and Agreement (FPAA). Once TxDOT receives the approved FPAA, we will notify you with a Notice to Proceed. Please note that no work can be done until the FPAA is approved.

HDR has completed the design for the utility improvements and are waiting on TxDOT review of the design and traffic control. Once TxDOT comments are received, they will be incorporated into the plan set and be ready for bid.

### RECOMMENDATION:

NA



## AGENDA ITEM SUMMARY FORM

---

**MEETING DATE:** January 28, 2025

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Lift Station #8 Sanitary Sewer Collection System Rehabilitation Project

**AGENDA ITEM SECTION:** Regular Agenda

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<b>BUDGETED AMOUNT:</b> \$215,140.00	<b>FUNDS REQUESTED:</b> \$8,045.00
---	---------------------------------------

**FUND:**

### EXECUTIVE SUMMARY:

Durning the field investigation in the original scope, it was found that the information in the GIS system was incorrect. Several of the identified line that were identified to be clay pipe where previously rehabilitated and are HDPE line segments that do not required rehabilitation. HDR, Langford Community Management Services (Langford), and City staff have been coordinating with the GLO to remove these line segments from the project and incorporate several additional lines into the contract. Langford has advised HDR to bring an amendment to council for approval and begin the additional work.

### RECOMMENDATION:

1. Approve amendment #1 to HDR for amendment #1 for the not to exceed amount of \$8,045.00 .



January 22, 2025

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

Re: Amendment to Fee Proposal for Engineering Services for Lift Station #8 Sanitary Sewer Collection System Rehabilitation Project  
Amendment #1  
City of Angleton  
HDR Job No. 10404372

During the field investigation in the original scope, it was found that the information in the GIS system was incorrect. Several of the identified line that were identified to be clay pipe where previously rehabilitated and are HDPE line segments that do not required rehabilitation. HDR, Langford Community Management Services (Langford), and City staff have been coordinating with the GLO to remove these line segments from the project and incorporate several additional lines into the contract. I have attached an exhibit that identifies the additional line segments that are currently being requested to be included in the contract. Langford has advised HDR to bring an amendment to council for approval and begin the additional work.

HDR Engineering, Inc. (HDR) is pleased to submit Amendment #1 for the above referenced project, which was executed on June 12, 2024.

The follow is the scope for this amendment:

1. Perform field investigation, document existing conditions, and identify surface features that may impede the proposed rehabilitation efforts.
2. Incorporate field information into the proposed design.

**Amended Fee Amount**

The fee totals with this amendment are as follows for the City:

**Lump Sum Fees (NOT TO EXCEED):**

	<b><u>Additional Fee</u></b>
<b><u>Additional Line Segments</u></b>	<b>\$8,045.00</b>
<b>TOTAL AMOUNTS</b>	<b>\$8,045.00</b>

Therefore, the total fee amendment is an increase of **\$8,045.00**. The total contract, including this amendment, is now as follows:



**BASIC SERVICES**

Design Phase (Lump Sum)	\$122,940.00
Bid Phase (Lump Sum)	\$ 9,600.00
Construction Management (Lump Sum)	\$ 82,600.00
<b>Total Fees</b>	<b>\$215,140.00</b>

**Amendment #1** **\$ 8,045.00**

**Total Project Fee (Basic & Amendment #1)** **\$223,185.00**

**Schedule**

It is estimated that it will take four (4) weeks to complete these additional tasks.

We appreciate the opportunity to be of service on this project. If you have any questions, please do not hesitate to contact me at (713) 622-9264.

Sincerely,

HDR Engineering, Inc.



David C. Weston  
Vice President/Area Manager

Approved:

Authorized signature on behalf of the City of Angleton:

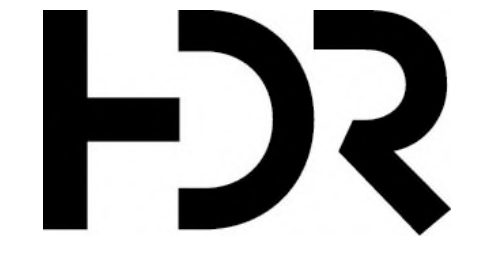
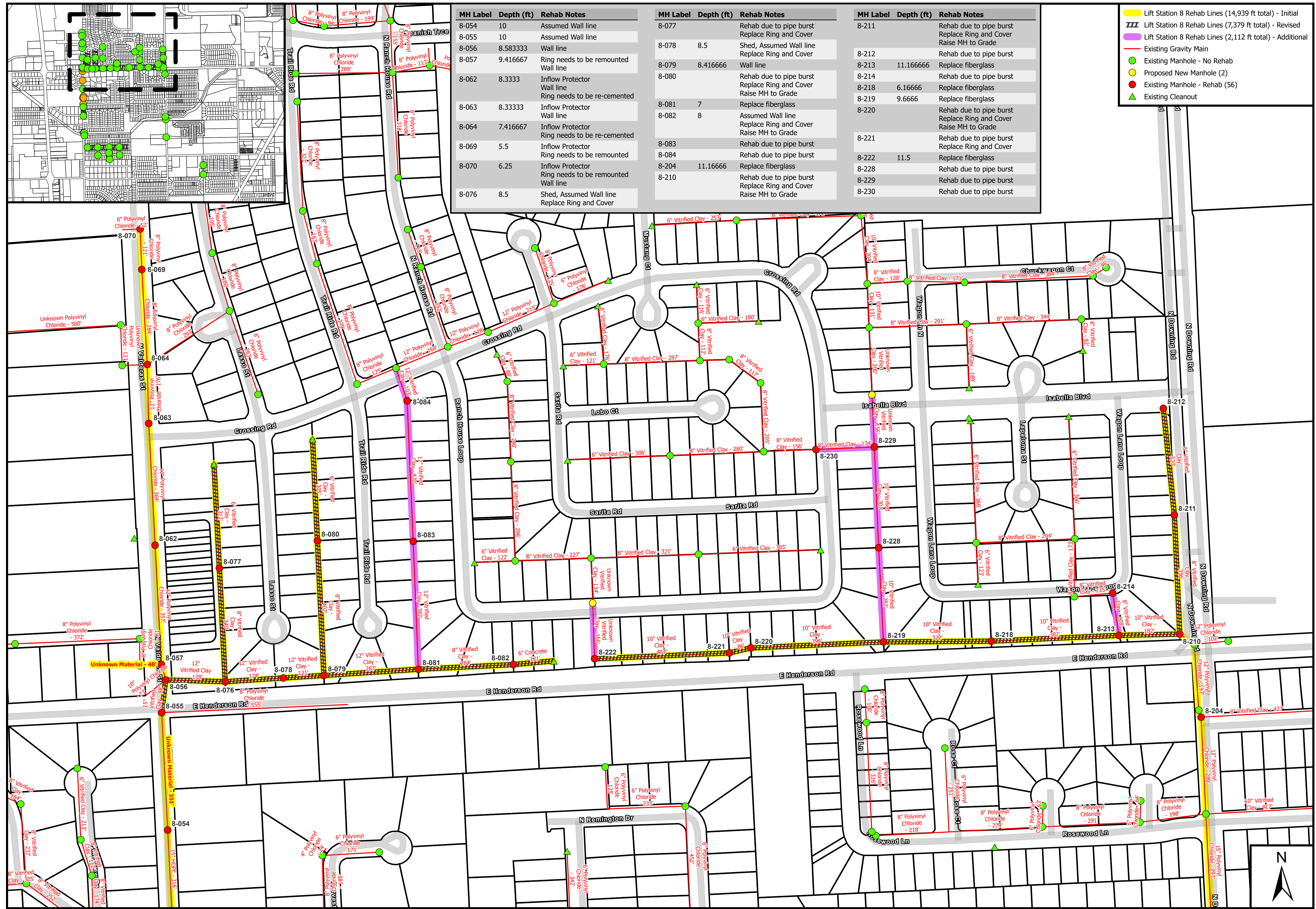
\_\_\_\_\_

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

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

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





Texas P.E. Firm  
 Registration No. F-754  
 HDR Engineering, Inc.  
 4828 Loop Central Drive, Suite 800  
 Houston, Texas 77081  
 P 713.622.9264 F 713.622.9265  
 www.hdrinc.com

PROJECT FOR  
**Lift Station 8  
 Pipe Burst Exhibits**



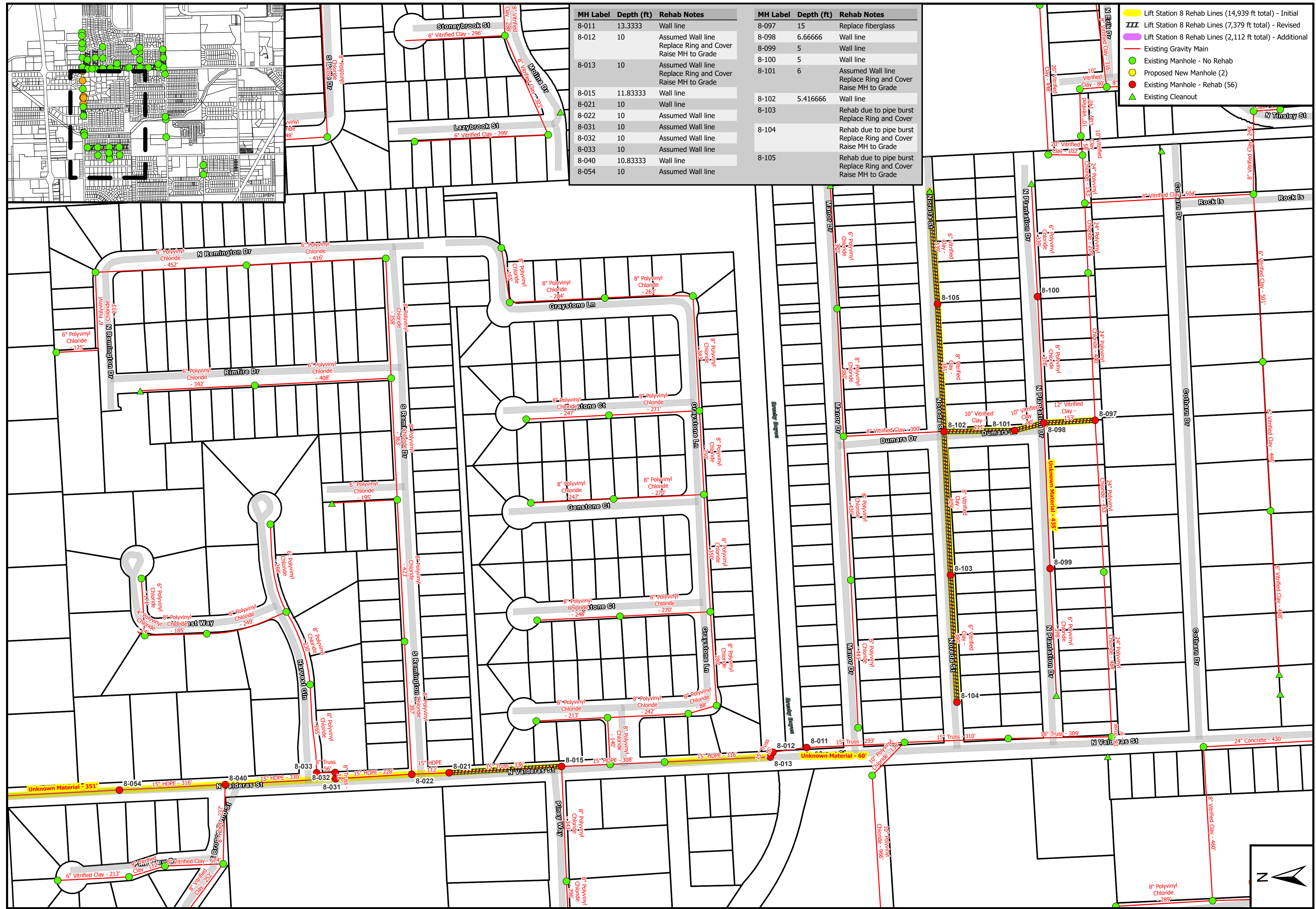
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Drawn By	

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Sheet Number

File Name





MH Label	Depth (ft)	Rehab Notes	MH Label	Depth (ft)	Rehab Notes
8-011	13.3333	Wall line	8-097	15	Replace fiberglass
8-012	10	Assumed Wall line Replace Ring and Cover Raise MH to Grade	8-098	6.66666	Wall line
8-013	10	Assumed Wall line Replace Ring and Cover Raise MH to Grade	8-099	5	Wall line
8-015	11.83333	Wall line	8-100	5	Wall line
8-021	10	Wall line	8-101	6	Assumed Wall line Replace Ring and Cover Raise MH to Grade
8-022	10	Assumed Wall line	8-102	5.416666	Wall line
8-031	10	Assumed Wall line	8-103		Rehab due to pipe burst Replace Ring and Cover
8-032	10	Assumed Wall line	8-104		Rehab due to pipe burst Replace Ring and Cover Raise MH to Grade
8-033	10	Assumed Wall line	8-105		Rehab due to pipe burst Replace Ring and Cover Raise MH to Grade
8-040	10.83333	Wall line			
8-054	10	Assumed Wall line			

- Lift Station 8 Rehab Lines (14,939 ft total) - Initial
- Lift Station 8 Rehab Lines (7,379 ft total) - Revised
- Lift Station 8 Rehab Lines (2,112 ft total) - Additional
- Existing Gravity Main
- Existing Manhole - No Rehab
- Proposed New Manhole (2)
- Existing Manhole - Rehab (56)
- ▲ Existing Cleanout



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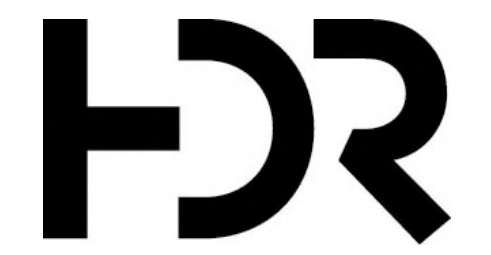
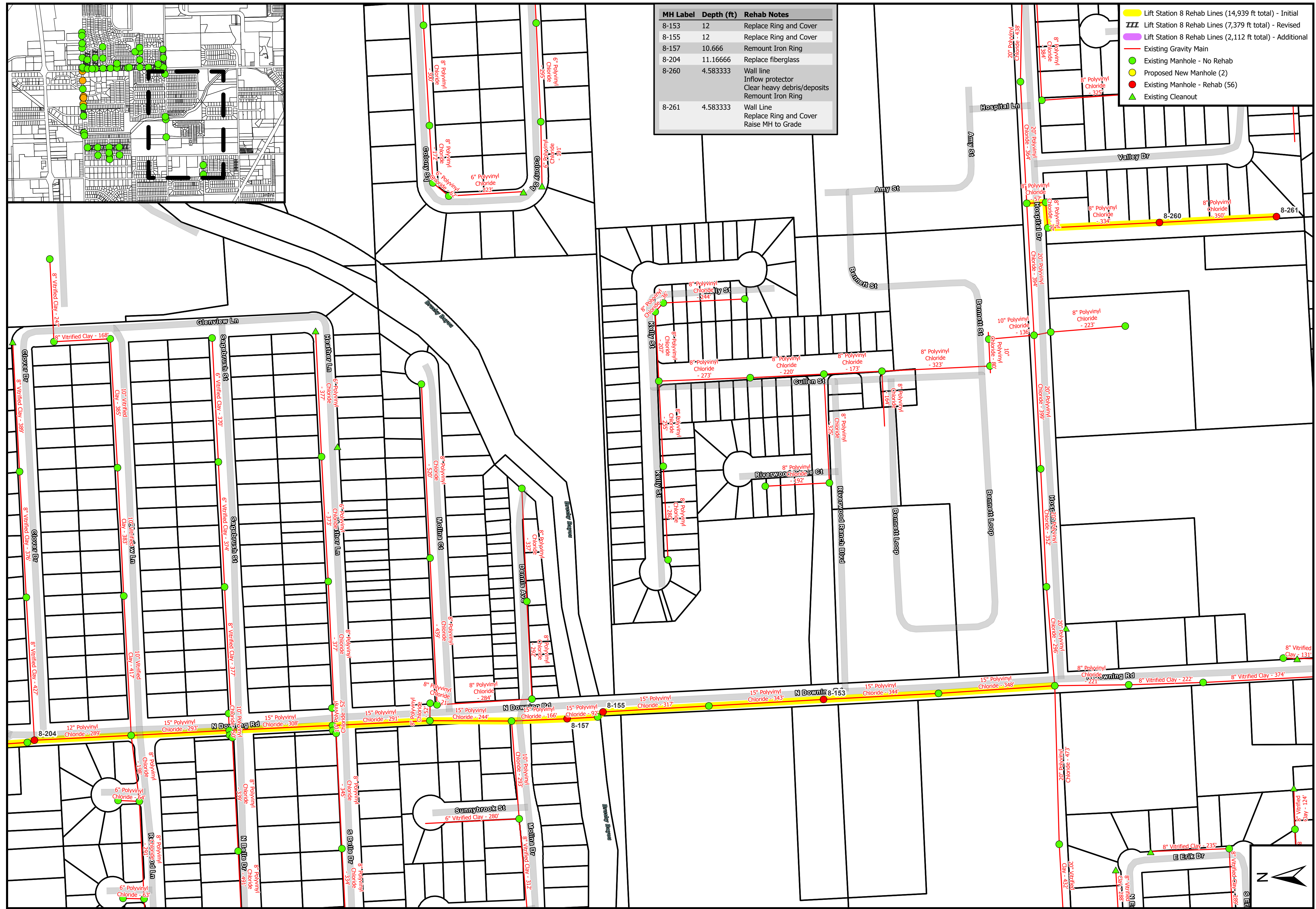
Project Number	
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Scale | Scale: 1" = 150'

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Project Number	
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Scale | Scale: 1" = 150'

Sheet Number

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- Identify the service lines that are “Unknown”. (The online spreadsheet will need to be updated as lines are identified.) 91% of the service lines are "unknown" but we know that number is not accurate. Most of the information was provided by the appraisal district. We feel like we can get that number down considerably by looking at Google Earth history and the dates certain subdivisions were built. We can also identify service lines by digging potholes 18" on either side of the meter boxes to determine what material the service line is on both the city side and customer side. Another EPA approved method, although not very accurate or reliable, is to obtain a metal detector that can penetrate 2- 3 feet into the ground and identify galvanized pipes.
- Once these lines are identified, we can discuss funding, if the inventory shows that there are many galvanized or lead services in the system.
- We will then need to discuss a replacement plan of action for those affected lines. i.e. "replace "x" amount of service lines per year". (The online spreadsheet will need to be updated as lines are replaced.)

**RECOMMENDATION:** Public Works recommends that we move forward with KSA to provide services for Phase 2, 3 and 4. It is also recommended that we move forward to find funding for temporary employees to complete the work in identifying the unknown lines via excavation by entering a PIF to the TWDB.

**Phase 1:** Conduct Lead Service Line Inventory per guidance and tools developed by USEPA. Pipe location and material type will be identified using several different tools/methodologies including review of historical data of the PWS, age of residential and commercial buildings, information from Public Works of known pipe materials at meter connections, local plumbing and construction companies with knowledge of pipe material types that have been installed as well as public outreach for self-reporting. All service lines are to be inventoried whether public or private. At this stage in the process, physical identification through excavation or pot holing will not be performed. Results of this inventory will provide identification of pipe material using the following categories:

1. POSITIVE

- a. Any portion contains Lead
- b. Contains Galvanized previously connected to Lead

2. UNKNOWN

- a. Likely contains Lead
- b. Likely does not contain Lead
- c. Material unknown

3. NEGATIVE

- a. Contains neither Lead nor Galvanized previously connected to Lead

**Phase 2:** Based on POSITIVE IDENTIFICATION, develop a budget for removal and replacement, identify and secure funding for completion of removal and replacement. As part of this phase, a public outreach plan will be developed and implemented to assist in the removal and replacement of positively identified lead or galvanized pipe previously connected to lead service lines on private property. Also, removal and replacement actions will be ranked by priority according to the following:

1. Schools
2. Child Care Facilities
3. Hospitals
4. Residential properties
5. Commercial Businesses

**Phase 3:** This phase will focus on refining the work performed in Phase 1 and Phase 2. After exhausting the process of reviewing historical data and performing more of a paper/cursory

review and implementing removal and replacement of the POSITIVE IDENTIFICATION list, more invasive measures will be implemented to investigate the UNKNOWN category through excavation, pot holing, active engagement of Public Works to report possible lead and/or galvanized previously connected to lead service lines as a matter of their daily operations and gathering of samples from businesses and residents. This phase will be iterative in nature and will follow the same location identification, budget development, funding, removal/replacement and public outreach process that was developed as part of Phase 2.

**Phase 4:** A Monitoring Plan will be developed to continue efforts to update the Lead Service Line Inventory. The plan will require continued outreach to work with the public and other agencies for those lines that remain to be determined. This plan could continue invasive efforts for identifying pipe materials. The plan will be updated per USEPA and TCEQ guidance which has not yet been published. The Monitoring Plan will include all necessary reporting and testing per published guidance.

The deadline for the first phase of this process is October 16, 2024. Currently, a framework and templates are being developed and will be disseminated for use by all PWS to aid in this inventory. The monitoring plan will be developed to include the City's drinking water system and to ensure it follows current TCEQ and EPA regulations. Since the City uses a groundwater supply for their drinking water, it is not required to be submitted to the TCEQ. The TCEQ can request reviewing of the monitoring plan for any system type. Due to updates to the current rule continuing to be published, approach and data required is subject to change.

KSA proposes the following scope and deliverables for this project:

- Compile information provided by Angleton
- On site meetings with City staff
- GIS – KSA will work with the City's existing GIS data as we develop an Action Plan and Monitoring Plan. Updating of major facilities information will be limited to by the City's existing GIS databases and models
- Deliverables:
  - o Lead Service Line Inventory
  - o Action Plan for Removal/Replacement
  - o Monitoring Plan

## Bill Rates:

Senior PM - \$310/hr

Project Manger - \$235/hr

Regulation Compliance Specialist - \$135/hr

Application for funding – \$5,000 (based on previous proposals, seem like a flat fee)

## Public Outreach:

Regulation Compliance Specialist – 40 hours @ \$135/hr = \$5,400

Project Manger – 25 hours @ \$235/hr = \$5,875

Senior PM – 8 hours @ \$310/hr = \$2,480

Total = \$13,755

Assistance and updating inventory with positive identification of unknown lines

Regulation Compliance Specialist – 10 hours @ \$135/hr = \$1,350

Project Manger – 5 hours @ \$235/hr = \$1,175

Senior PM – 2 hours @ \$310/hr = \$620

Total = \$3,145

Budget/OPCC for Replacement of Services

Project Manger – 20 hours @ \$/hr = 4,700

Senior PM – 10 hours @ \$310/hr = \$3,100

Total = \$7,800

Develop and Implement a Monitoring Plan

Regulation Compliance Specialist – 10 hours \$ 135/hr = \$1,350

Project Manger – 15 hours @ \$235/hr = \$3,525

Senior PM – 15 hours @ \$310/hr = \$4,650

Total = \$9,525

This is **EXHIBIT C** referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 25, 2022.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
Amendment No. 1

**Owner:** City of Angleton  
**Engineer:** **KSA Engineers, Inc.**  
**Project:** Lead and Copper Rule and Monitoring Plan - Phase 1

**Nature of Amendment: (Check those that apply)**

- Additional Services to be performed by Engineer
- X Modifications to services of Engineer
- Modifications to responsibilities of Owner
- X Modifications of payment to Engineer
- X Modifications to time(s) for rendering services
- X Modifications to other terms and conditions of the Agreement

**Description of Modifications:**

Authorize KSA to perform Phase 2, 3, and 4 services per the approved proposal attached. Also, the updated rates for 2025 are included and considered approved with execution of this amendment..

**Agreement Summary:**

Original agreement amount:	\$ 12,500.00	
Net change for prior amendments:	\$ 0.00	
This amendment amount:	\$ <u>39,225.00</u>	
Adjusted Agreement amount:	\$ <u>51,725.00</u>	
Change in time for services (days, as applicable):		additional 180

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All other provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of the Amendment is \_\_\_\_\_.

Owner: **City of Angleton**

Engineer: **KSA Engineers, Inc.**

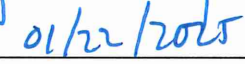
\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

By: \_\_\_\_\_

By:  \_\_\_\_\_

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

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

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

Name: John G. Reidy, P.E.

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

Title: Sr. Vice President





February 4, 2022

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

*via email only*  
 cwhittaker@angleton.tx.us

**RE: Proposal for Professional Planning and Engineering Services  
 City of Angleton Lead and Copper Rule Study and Monitoring Plan – Phase 1**

Dear Mr. Whittaker,

KSA Engineers, Inc., (KSA) is pleased to present this letter to serve as our proposal to provide professional services to develop and implement a phased Action Plan pursuant to the US Environmental Protection Agency's Lead and Copper Rule (LCR) for federal drinking water requirements as well as a Monitoring Plan for the City of Angleton. The scope of this effort will be accomplished in four (4) phases. All four (4) phases are summarized herein. This proposal is specifically for Phase 1 of a four (4) phase process.

**Phase 1:** Conduct Lead Service Line Inventory per guidance and tools developed by USEPA. Pipe location and material type will be identified using several different tools/methodologies including review of historical data of the PWS, age of residential and commercial buildings, information from Public Works of known pipe materials at meter connections, local plumbing and construction companies with knowledge of pipe material types that have been installed as well as public outreach for self-reporting. All service lines are to be inventoried whether public or private. At this stage in the process, physical identification through excavation or pot holing will not be performed. Results of this inventory will provide identification of pipe material using the following categories:

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3. NEGATIVE
  - a. Contains neither Lead nor Galvanized previously connected to Lead

**Phase 2:** Based on POSITIVE IDENTIFICATION, develop a budget for removal and replacement, identify and secure funding for completion of removal and replacement. As part of this phase, a public outreach plan will be developed and implemented to assist in the removal and replacement of positively identified lead or galvanized pipe previously connected to lead service lines on private property. Also, removal and replacement actions will be ranked by priority according to the following:

1. Schools
2. Child Care Facilities
3. Hospitals
4. Residential properties
5. Commercial Businesses

**Phase 3:** This phase will focus on refining the work performed in Phase 1 and Phase 2. After exhausting the process of reviewing historical data and performing more of a paper/cursory review and implementing removal and replacement of the POSITIVE IDENTIFICATION list, more invasive measures will be implemented to investigate the UNKNOWN category through excavation, pot holing, active engagement of Public Works to report possible lead and/or galvanized previously connected to lead service lines as a matter of their daily operations and gathering of samples from businesses and residents. This phase will be iterative in nature and will follow the same location identification, budget development, funding, removal/replacement and public outreach process that was developed as part of Phase 2.

**Phase 4:** A Monitoring Plan will be developed to continue efforts to update the Lead Service Line Inventory. The plan will require continued outreach to work with the public and other agencies for those lines that remain to be determined. This plan could continue invasive efforts for identifying pipe materials. The plan will be updated per USEPA and TCEQ guidance which has not yet been published. The Monitoring Plan will include all necessary reporting and testing per published guidance.

The deadline for the first phase of this process is October 16, 2024. Currently, a framework and templates are being developed and will be disseminated for use by all PWS to aid in this inventory. The monitoring plan will be developed to include the City’s drinking water system and to ensure it follows current TCEQ and EPA regulations. Since the City uses a groundwater supply for their drinking water, it is not required to be submitted to the TCEQ. The TCEQ can request to review the monitoring plan for any system type. Due to updates to the current rule continuing to be published, approach and data required is subject to change.

KSA proposes the following scope and deliverables for this project:

- Compile information provided by Angleton
- On site meetings with City staff
- GIS – KSA will work with the City’s existing GIS data as we develop an Action Plan and Monitoring Plan. Updating of major facilities information will be limited to by the City’s existing GIS databases and models
- Deliverables:
  - Lead Service Line Inventory
  - Action Plan for Removal/Replacement
  - Monitoring Plan

**Excluded Tasks:**

The following are excluded from the scope of work outlined in this proposal:

- GIS mapping except as identified above
- System modeling
- Inspections, structural or otherwise
- Planning or design tasks
- O&M manuals
- AWIA Risk and Resiliency
- Emergency Response Plan

**Fee**

We propose to perform the services described for the above outlined scope for Phase 1 at an hourly not-to-exceed fee of the following:

Phase 1	\$ 12,500.00
<b>Total for Phase 1</b>	<b>\$ 12,500.00</b>

### Schedule

We propose to perform the scoped work in accordance with the following schedule.

- Lead Service Line Inventory – Phase 1
    - ↵ GIS Provided By City to KSA, Historical Data, PW Data ..... 6 weeks from NTP
    - ↵ Provide Draft Deliverables ..... 6 weeks from NTP
    - ↵ Address Review Comments and Submit Final Deliverables ..... 2 week
- Total ..... 14 weeks

Total Assignment Schedule: 14 weeks from Notice to Proceed.

Respectfully,  
**KSA Engineers, Inc.**



Angela K. Sanchez, P.E., PMP  
Senior Project Manager



**2025 SCHEDULE OF HOURLY FEES**

Principal	\$370.00/hour
Senior Aviation Planner	\$260.00/hour
Aviation Planner	\$185.00/hour
Electrical Engineer	\$225.00/hour
Electrical Design Engineer	\$160.00/hour
Senior Project Manager	\$310.00/hour
Project Manager	\$235.00/hour
Senior Project Engineer	\$200.00/hour
Project Engineer	\$180.00/hour
Senior Design Engineer	\$160.00/hour
Design Engineer	\$140.00/hour
Senior Project Architect	\$285.00/hour
Project Architect	\$145.00/hour
Design Architect	\$110.00/hour
Senior Engineering Technician	\$230.00/hour
Engineering Technician	\$125.00/hour
Senior Design Technician	\$160.00/hour
Design Technician	\$100.00/hour
Safety Manager	\$145.00/hour
Safety Specialist	\$105.00/hour
Regulation Compliance Specialist	\$135.00/hour
Project Assistant	\$100.00/hour
Senior CAD Technician	\$115.00/hour
CAD Technician	\$ 90.00/hour
Senior Project Representative	\$130.00/hour
Project Representative	\$110.00/hour
Graphic Designer	\$ 85.00/hour
Administrative Assistant	\$100.00/hour
Secretary	\$ 60.00/hour
Three-Man Survey Crew	\$235.00/hour
Two-Man Survey Crew	\$190.00/hour
Senior Registered Surveyor	\$215.00/hour
Registered Surveyor	\$175.00/hour
Senior Survey Technician	\$125.00/hour
Survey Technician	\$110.00/hour
Mileage	\$ 0.70/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

**NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
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[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of October 25, 2022 (“Effective Date”) between  
City of Angleton (“City/Owner”) and  
KSA Engineers, Inc. (“Engineer”).  
 (Collectively “the Parties”).

City's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Lead and Copper Rule and Monitoring Plan - Phase 1 (“Project”).

Engineer's services under this Agreement are generally identified as follows:

Work with the City of Angleton and it's Stakeholders to produce a Lead Service Line Inventory as required by USEPA as part of updates to the Lead and Copper Rule as further detailed in Attachment A

City/Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Attachment A.

**ARTICLE 2 – CITY/OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. City/Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. City/Owner shall pay Engineer as set forth in Exhibit C.
- C. City/Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by



City/Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

### ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

#### 3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Attachment A and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If City/Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. City/Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then City/Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### ARTICLE 4 – INVOICES AND PAYMENTS

#### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to City/Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Invoices shall be forwarded to:

City of Angleton  
Attn: Financing Department  
121 S. Velasco  
Angleton, TX 77515

4.02 *Payments*

- A. ~~*Application to Interest and Principal:*~~ Payment will be credited first to any interest owed to Engineer and then to principal. *of JPM*
- B. *Failure to Pay:* If City/Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

~~amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~ *of JPM*

Engineer may, after giving seven days written notice to City/Owner, suspend services under this Agreement until City/Owner has paid in full all amounts due for services, expenses, and other related charges. City/Owner waives any and all claims against Engineer for any such suspension other than those amounts reasonably disputed.

- C. *Disputed Invoices:* If City/Owner contests an invoice, City/Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion. The Parties will use their best efforts to resolve the dispute expeditiously.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. City/Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If City/Owner requires greater assurance as to probable Construction Cost, City/Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between City/Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the City/Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.


## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*


- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* City/Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in City/Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by City/Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and City/Owner shall comply with applicable Laws and regulations.
  2. Prior to the Effective Date, City/Owner provided to Engineer in writing any and all policies and procedures of City/Owner applicable to Engineer's performance of services under this Agreement. ~~provided to Engineer in writing.~~ Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. This Agreement is based on Laws and Regulations and City/Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to City/Owner-provided written policies and procedures, may be the basis for modifications to City/Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. City/Owner agrees not to make resolution of any dispute



with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.



- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) ~~unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.~~ 
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and City/Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and City/Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. ~~City/Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A.1.05.~~ 



6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. City/Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. ~~If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.~~ 
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. City/Owner may make and retain copies of Documents for information and reference in connection with use on the Project by City/Owner. Engineer grants City/Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the City/Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) City/Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by City/Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at City/Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; ~~(3) City/Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer;~~ and (4) such limited license to City/Owner shall not create any rights in third parties. 

- F. If Engineer at City/Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then City/Owner shall compensate Engineer at rates or in an amount to be agreed upon by City/Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause City/Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. City/Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." City/Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by City/Owner which are applicable to the Project.
- C. City/Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect City's/Owner's and Engineer's interests in the Project. City/Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. City/Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to City/Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, City/Owner may request that Engineer or its Consultants, at City's/Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by City/Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by City/Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 *Suspension and Termination*

- A. Suspension:

By City/Owner: City/Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

By Engineer: Engineer may, after giving seven days written notice to City/Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

By Engineer:

- 1) upon seven days written notice if City/Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
- 3) Engineer shall have no liability to City/Owner on account of such termination.

Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1-~~a~~ if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

For convenience,

By City/Owner effective upon Engineer's receipt of notice from City/Owner.

C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.



D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice City/Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, City/Owner shall have the limited right to the use of Documents, at City's/Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. ~~In the event of termination by City/Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice City/Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using hourly methods and rates for Additional Services as set forth in Exhibit C.~~

JP  
JM

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located, of Texas.
- B. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in the federal and state courts in Brazoria County, Texas.

JM  
JP

6.07 *Successors, Assigns, and Beneficiaries*

- A. City/Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of City/Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of City/Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither City/Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City/Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City/Owner and Engineer and not for the benefit of any other party.



City/Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

#### 6.08 *Dispute Resolution*

- A. City/Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

#### 6.09 *Environmental Condition of Site*

- A. City/Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. City/Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) City/Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until City/Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. City/Owner acknowledges that Engineer is performing professional services for City/Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

### 6.10 Indemnification and Mutual Waiver

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless City/Owner, and City's/Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by City/Owner and Engineer in Exhibit I, "Limitations of Liability." JM  
JL
- B. *Indemnification by City/Owner:* ~~To the fullest extent permitted by law, City/Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* ~~To the fullest extent permitted by law, City/Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate City's/Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~ JM  
JL
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of City/Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, City/Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

### 6.11 Miscellaneous Provisions

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.



- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City/Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

**ARTICLE 7 – DEFINITIONS**

**7.01 Defined Terms**

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

*Additional Services* – The services to be performed for or furnished to City/Owner by Engineer under and amendment conforming with Exhibit K of the Agreement.

*Agreement* – This written contract for professional services between City/Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

*Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

*Basic Services* – The services to be performed for or furnished to City/Owner by Engineer ~~in accordance with Part 1 of Exhibit A of this Agreement.~~

*Construction Contract* – The entire and integrated written agreement between City/Owner and Contractor concerning the Work.

*Construction Cost* – The cost to City/Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; City's/Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to City/Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

JP  
JM

JP  
JM

*Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

*Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

*Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

*Contractor* – The entity or individual with which City/Owner has entered into a Construction Contract.

*Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to City/Owner pursuant to this Agreement.

*Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

*Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

*Engineer* – The individual or entity named as such in this Agreement.

*Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

*Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

*City/Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer’s services are to be performed. Unless indicated otherwise, this is

the same individual or entity that will enter into any Construction Contracts concerning the Project.

*PCBs* – Polychlorinated biphenyls.

*Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.

*Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

*Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

*Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

*Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

*Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by City/Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

*Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

*Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

*Site* – Lands or areas to be indicated in the Contract Documents as being furnished by City/Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by City/Owner which are designated for the use of Contractor.

*Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

*Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

*Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

*Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

*Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that City/Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, City’s/Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to City/Owner pursuant to Exhibit B of this Agreement.

*Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Not Included
- B. Exhibit B, City’s/Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Not Included
- E. Exhibit E, Not Included
- F. Exhibit F, Not Included
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.

- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Not Included
- K. Exhibit K, Amendment to Owner-Engineer Agreement form
- L. Exhibit L, Not Included
- M. Exhibit M, Not Included

#### 8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between City/Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

#### 8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and City/Owner shall designate specific individuals to act as Engineer's and City's/Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of City/Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

#### 8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of City/Owner, or (b) to deprive City/Owner of the benefits of free and open competition;

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

#### 8.05 *Scanned Reproductions*

- A. The parties agree and stipulate that the original of this Agreement, including the signature page and any attachments, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original, may be used for any purpose just as if it were the original, including proof of the content of the original writing.



8.06 Force Majeure.

In the event either party is rendered unable, wholly or in part, by force majeure to carry-out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure,” as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or similar civil disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and other incapacities of any party, whether similar or those enumerated or otherwise, which are not within the reasonable anticipation or control of the party claiming such inability, which such Party should not have avoided by the exercise of due diligence and care. If delays resulting from such causes increase the cost or time required by the Service Provider to perform the Services under this Agreement, the Service Provider shall be entitled to a reasonable adjustment in schedule and, if applicable and upon written agreement of the Parties, compensation.

8.07 Status as Independent Contractor.

The City and the Engineer are contractors independent of one another and neither party’s employees will be considered the employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.

8.08 Public Information Act.

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Engineer agrees that this Agreement can be terminated if the Engineer knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code, Chapter 552, as amended (the “Texas Public Information Act”), such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Texas Government Code, the Engineer is required to make any information created or exchanged with the City pursuant to this

Agreement, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

8.09 Work on City Premises.

Engineer will require that its employees and agents will, whenever on City premises, comply with all reasonable instructions and directions issued by the City.

8.10 Consultation, Reports.

The Engineer agrees to make available the Engineer's representative, who shall be mutually agreed upon by the Engineer and the City, for periodic meetings to review the progress of all work under this Agreement. The Engineer also shall prepare and submit to the City, when requested, a written report setting forth the status of such work in a format to be mutually agreed upon by the Engineer and the City, as well as copies of all documents relating to the Services performed by the Professional Service Provider.

8.11 No Israel Boycott.

The Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, termination of 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.

8.12 Critical Infrastructure.

In accordance with Texas Government Code §2274.0102. Prohibited Contracts, Engineer verifies the following: (1) the company is not owned by or the majority of stock or other ownership interest of the company is not held by (a) individuals who are citizens of China, Iran, North Korea, Russia, or any other county designated to be a threat to critical infrastructure by the Governor of Texas; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or any other county designated to be a threat to critical infrastructure by the Governor of Texas; and (2) the company is not headquartered in China, Iran, North Korea, Russia, or any other county designated to be a threat to critical infrastructure by the Governor of Texas.

8.13 Foreign Terrorist Organizations.

The Engineer represents and warrants that it is not engaged in business with Iran,

Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

8.14 Immigration.

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

8.15 Undocumented Workers.

Engineer certifies that they do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Engineer is convicted of a violation under 8 U.S.C. § 1324a(f), Engineer shall repay the amount of the public subsidy provided under this Agreement, plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the City notifies Engineer of the violation.

8.16 Nondiscrimination Against Firearm and Ammunition Industries.

Professional Service Provider verifies that it does 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, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.

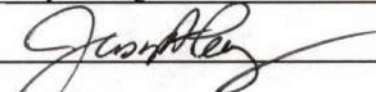
8.17 Anti-Boycott of Energy Companies.

Professional Service Provider verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session, during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

City/  
Owner: City of Angleton

Engineer: KSA Engineers, Inc.

By: 

By: 

Name: Jason Perez

Name: Joncie H. Young, P.E.

Title: Mayor

Title: Director of Client Services

Date Signed: 10/25/2022

Date Signed: September 29, 2022



Engineer License or  
Firm's Certificate No. F-1356

State of: Texas

Address for giving notices:

Address for giving notices:

121 S Velasco

140 East Tyler Street

Angleton, TX

Suite 600

77515

Longview, TX 75601

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Chris Whitakker

Angie Sanchez, P.E.

Title: City Manager

Title: Sr Project Manager

Phone Number: 979-849-4364

Phone Number: 281-494-3252 ext. 1407

Facsimile Number: \_\_\_\_\_

Facsimile Number: 888-224-9418

E-Mail Address: cwhitakker@angleton.tx.us

E-Mail Address: asanchez@ksaeng.com



February 4, 2022

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

*via email only*  
cwhittaker@angleton.tx.us

**RE: Proposal for Professional Planning and Engineering Services  
City of Angleton Lead and Copper Rule Study and Monitoring Plan – Phase 1**

Dear Mr. Whittaker,

KSA Engineers, Inc., (KSA) is pleased to present this letter to serve as our proposal to provide professional services to develop and implement a phased Action Plan pursuant to the US Environmental Protection Agency's Lead and Copper Rule (LCR) for federal drinking water requirements as well as a Monitoring Plan for the City of Angleton. The scope of this effort will be accomplished in four (4) phases. All four (4) phases are summarized herein. This proposal is specifically for Phase 1 of a four (4) phase process.

**Phase 1:** Conduct Lead Service Line Inventory per guidance and tools developed by USEPA. Pipe location and material type will be identified using several different tools/methodologies including review of historical data of the PWS, age of residential and commercial buildings, information from Public Works of known pipe materials at meter connections, local plumbing and construction companies with knowledge of pipe material types that have been installed as well as public outreach for self-reporting. All service lines are to be inventoried whether public or private. At this stage in the process, physical identification through excavation or pot holing will not be performed. Results of this inventory will provide identification of pipe material using the following categories:

1. POSITIVE
  - a. Any portion contains Lead
  - b. Contains Galvanized previously connected to Lead
2. UNKNOWN
  - a. Likely contains Lead
  - b. Likely does not contain Lead
  - c. Material unknown
3. NEGATIVE
  - a. Contains neither Lead nor Galvanized previously connected to Lead

**Phase 2:** Based on POSITIVE IDENTIFICATION, develop a budget for removal and replacement, identify and secure funding for completion of removal and replacement. As part of this phase, a public outreach plan will be developed and implemented to assist in the removal and replacement of positively identified lead or galvanized pipe previously connected to lead service lines on private property. Also, removal and replacement actions will be ranked by priority according to the following:

1. Schools
2. Child Care Facilities
3. Hospitals
4. Residential properties
5. Commercial Businesses

**Phase 3:** This phase will focus on refining the work performed in Phase 1 and Phase 2. After exhausting the process of reviewing historical data and performing more of a paper/cursory review and implementing removal and replacement of the POSITIVE IDENTIFICATION list, more invasive measures will be implemented to investigate the UNKNOWN category through excavation, pot holing, active engagement of Public Works to report possible lead and/or galvanized previously connected to lead service lines as a matter of their daily operations and gathering of samples from businesses and residents. This phase will be iterative in nature and will follow the same location identification, budget development, funding, removal/replacement and public outreach process that was developed as part of Phase 2.

**Phase 4:** A Monitoring Plan will be developed to continue efforts to update the Lead Service Line Inventory. The plan will require continued outreach to work with the public and other agencies for those lines that remain to be determined. This plan could continue invasive efforts for identifying pipe materials. The plan will be updated per USEPA and TCEQ guidance which has not yet been published. The Monitoring Plan will include all necessary reporting and testing per published guidance.

The deadline for the first phase of this process is October 16, 2024. Currently, a framework and templates are being developed and will be disseminated for use by all PWS to aid in this inventory. The monitoring plan will be developed to include the City’s drinking water system and to ensure it follows current TCEQ and EPA regulations. Since the City uses a groundwater supply for their drinking water, it is not required to be submitted to the TCEQ. The TCEQ can request to review the monitoring plan for any system type. Due to updates to the current rule continuing to be published, approach and data required is subject to change.

KSA proposes the following scope and deliverables for this project:

- Compile information provided by Angleton
- On site meetings with City staff
- GIS – KSA will work with the City’s existing GIS data as we develop an Action Plan and Monitoring Plan. Updating of major facilities information will be limited to by the City’s existing GIS databases and models
- Deliverables:
  - Lead Service Line Inventory
  - Action Plan for Removal/Replacement
  - Monitoring Plan

**Excluded Tasks:**

The following are excluded from the scope of work outlined in this proposal:

- GIS mapping except as identified above
- System modeling
- Inspections, structural or otherwise
- Planning or design tasks
- O&M manuals
- AWIA Risk and Resiliency
- Emergency Response Plan

**Fee**

We propose to perform the services described for the above outlined scope for Phase 1 at an hourly not-to-exceed fee of the following:

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Phase 1	\$ 12,500.00
<b>Total for Phase 1</b>	<b>\$ 12,500.00</b>

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**Schedule**

We propose to perform the scoped work in accordance with the following schedule.

- Lead Service Line Inventory – Phase 1
  - ↵ GIS Provided By City to KSA, Historical Data, PW Data ..... 6 weeks from NTP
  - ↵ Provide Draft Deliverables ..... 6 weeks from NTP
  - ↵ Address Review Comments and Submit Final Deliverables ..... 2 week
  
- Total ..... 14 weeks

Total Assignment Schedule: 14 weeks from Notice to Proceed.

Respectfully,  
**KSA Engineers, Inc.**



Angela K. Sanchez, P.E., PMP  
Senior Project Manager



This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 25, 2022

### City's/Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of City/Owner as set forth in this Agreement and unless otherwise provided in Attachment A, City/Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to City's/Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City/Owner will require to be included in the Drawings and Specifications; and furnish copies of City's/Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

Property descriptions.

Zoning, deed, and other land use restrictions.

Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

- D. Give prompt written notice to Engineer whenever City/Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. ~~Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.~~

- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as City/Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - Legal services with regard to issues pertaining to the Project as City/Owner requires, Contractor raises, or Engineer reasonably requests.
  - Such auditing services as City/Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by City/Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to City's/Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for City/Owner so that Engineer may assist City/Owner in collating the various cost categories which comprise Total Project Costs.
- M. If City/Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent City/Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.

- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of City/Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to City/Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: None

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 25, 2022.

## **Payments to Engineer for Services and Reimbursable Expenses**

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **ARTICLE 2 – CITY'S/OWNER'S RESPONSIBILITIES**

#### *C2.01 Method of Payment*

- A. City/Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in Attachment C-1:
1. Method A: Lump Sum
  2. Method B: Standard Hourly Rates

#### *C2.02 Explanation of Methods*

##### A. Method A – Lump Sum

1. City/Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services, services of Consultants, and reimbursable expenses, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

##### B. Method B – Standard Hourly Rates

1. For the specified category of services, the City/Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Standard Hourly Rates and Reimbursable Expenses Schedule are attached to this Exhibit as Attachment C-2.



4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

#### C2.03 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items. ~~in addition to those required under Exhibit A.~~ If authorized in advance by City/Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Attachment C-1 to this Exhibit C which shall be adjusted annually (as of the date of the Agreement) to reflect equitable changes in the rates. JM  
JL
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.0.

#### C2.04 *Consultant Charges*

- A. The amount payable to Engineer for Additional Services performed by the Engineer's Consultants shall be equal to 1.15 times the consultant's charges for these services.

#### C2.05 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding, a rate of 1.5 times the witness's standard hourly rate will be assessed. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

#### C2.06 *Other Provisions Concerning Payment*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services provided on the basis of hourly rates and reimbursable expenses are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give City/Owner written notice thereof. Promptly thereafter City/Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. City/Owner shall either agree to such compensation exceeding said estimated amount or City/Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before City/Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to City/Owner and shall be paid for all services rendered thereafter.

This is **Attachment C-1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 25, 2022.

**Services and Fees**

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services								<b>Lump Sum</b>
Lead Service Line Inventory							\$12,500.00	
<b>Subtotal</b>			\$0.00	\$0.00	\$0.00	\$0.00	\$12,500.00	

								<b>Hourly Rate and Reimbursable Expenses</b>
<b>Subtotal</b>								
<b>Total</b>			\$0.00	\$0.00	\$0.00	\$0.00		

Notes:

<sup>1</sup> Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses are estimated only and are not considered lump sum or not-to-exceed values.

<sup>2</sup> Construction Phase Basic Service assumes a construction period of N/A consecutive calendar days. ENGINEER's work on this phase beyond the construction period will be billed at hourly rates.



This is Attachment C-2 to EXHIBIT C, consisting of 2 pages, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services**, dated October 25, 2022.

## Hourly Rate and Reimbursable Expense Schedule

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Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$270.00/hour
Senior Environmental Planner	\$220.00/hour
Environmental Planner	\$175.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Senior Urban Design Planner	\$215.00/hour
Urban Design Planner	\$185.00/hour
Development Services Manager	\$195.00/hour
Electrical Engineer	\$175.00/hour
Electrical Design Engineer	\$145.00/hour
Mechanical Engineer	\$185.00/hour
Senior Project Manager	\$230.00/hour
Project Manager	\$175.00/hour
Senior Project Engineer	\$170.00/hour
Project Engineer	\$150.00/hour
Senior Design Engineer	\$130.00/hour
Design Engineer	\$115.00/hour
Senior Project Architect	\$215.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
GIS Specialist	\$180.00/hour
Senior Engineering Technician	\$195.00/hour
Engineering Technician	\$105.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Safety Manager	\$135.00/hour
Safety Specialist	\$100.00/hour
TCEQ Instructor	\$100.00/hour
Regulation Compliance Specialist	\$100.00/hour
Project Assistant	\$ 90.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 85.00/hour
Senior Project Representative	\$110.00/hour
Senior Project Representative - After Hours	\$130.00/hour
Project Representative	\$ 95.00/hour
Project Representative - After Hours	\$115.00/hour
Graphic Designer	\$ 75.00/hour
Administrative Assistant	\$ 75.00/hour
Secretary	\$ 55.00/hour
Three-Man Survey Crew	\$195.00/hour
Two-Man Survey Crew	\$165.00/hour
Senior Registered Surveyor	\$175.00/hour
Registered Surveyor	\$140.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.56/mile

ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

**NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.**

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**  
October 25, 2022.

## **Insurance**

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Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

### *G6.04 Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.04.A and 6.04.B of the Agreement are as follows:

1. *By Engineer:*
  - a. Workers' Compensation: Statutory
  - b. Employer's Liability –
    - 1) Each Accident: \$500,000
    - 2) Disease, Policy Limit: \$500,000
    - 3) Disease, Each Employee: \$500,000
  - c. General Liability –
    - 1) Each Occurrence  
(Bodily Injury and Property Damage): \$1,000,000
    - 2) General Aggregate: \$2,000,000
  - d. Excess or Umbrella Liability –
    - 1) Each Occurrence: \$2,000,000
    - 2) General Aggregate: \$2,000,000
  - e. Automobile Liability –
    - 1) Combined Single Limit  
(Bodily Injury and Property Damage):  
Each Accident \$1,000,000
  - f. Professional Liability –

- 1) Each Claim Made: \$1,000,000
- 2) Annual Aggregate: \$2,000,000

g. Other (specify): \_\_\_\_\_ \$ \_\_\_\_\_

2. *By Owner:*

a. Workers' Compensation: Statutory

b. Employer's Liability –

- 1) Each Accident \$500,000
- 2) Disease, Policy Limit \$500,000
- 3) Disease, Each Employee \$500,000

c. General Liability –

- 1) General Aggregate: \$2,000,000
- 2) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

d. Excess Umbrella Liability --

- 1) Each Occurrence: \$2,000,000
- 2) General Aggregate: \$2,000,000

e. Automobile Liability –

- 1) Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$1,000,000

f. Other (specify): \_\_\_\_\_ \$ \_\_\_\_\_

~~B. Additional Insureds:~~

~~1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B.~~

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 25, 2022

### **Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

#### *H6.08 Dispute Resolution*

- A. *Mediation:* City/Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation ~~by *insert name of mediator, or mediation service*~~. City/Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 25, 2022

### Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

#### A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to City/Owner and anyone claiming by, through, or under City/Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$1,000,000.
  
2. ~~*Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to City/Owner or anyone claiming by, through, or under City/Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:~~

*JM*  
*of*



3. ~~Agreement Not to Claim for Cost of Certain Change Orders: Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed \_\_\_\_\_% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, members, partners, agents, employees, and Consultants.~~
- B. ~~Indemnification by City/Owner: To the fullest extent permitted by law, City/Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of City/Owner or City's/Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the City/Owner with respect to this Agreement or to the Project.~~



This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 25, 2022

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No.**

*1. Background Data:*

- a. Effective Date of Owner-Engineer Agreement: \_\_\_\_\_
- b. Owner: City of Angleton
- c. Engineer: KSA Engineers, Inc.
- d. Project: Lead and Copper Rule - Phase 1

*2. Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

**5. Agreement Summary (Reference only)**

- a. Original Agreement amount: \$ \_\_\_\_\_
- b. Net change for prior amendments: \$ \_\_\_\_\_
- c. This amendment amount: \$ \_\_\_\_\_
- d. Adjusted Agreement amount: \$ \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER: City of Angleton

ENGINEER: KSA Engineers, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jason Perez

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

Title: Mayor

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

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

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



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** January 28<sup>th</sup>, 2025

**PREPARED BY:** Hector Renteria

**AGENDA CONTENT:** Water Updates

**AGENDA ITEM SECTION:** Regular Agenda

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**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:**

**EXECUTIVE SUMMARY:** The Public Works department is providing an update on the water system. This will include the status of the system, recent projects that have been completed, and necessary future improvements.

**RECOMMENDATION:** This is only an informational item.

## Water System Updates

### Treatment System

**Current Status:** Our treatment system consists of 4 treatment facilities. There is a plant on Henderson Road (WP#3), one on N Chenango (WP#2), one on Jamison Blvd (WP#4), and one on N Downing Road (WP#5). Most of our drinking comes from purchased, treated water from Brazosport Water Authority. Each treatment facility is different in components, capacities, and restrictions. We use minimal well water, as our contract with BWA is a take or pay style contract. There are 3 employees who oversee all the plant operations. They must conduct daily inspections, tests, samples, submit documentation to TCEQ, and perform any maintenance at the facilities. These 3 employees must be licensed to operate the system per TCEQ regulations and be knowledgeable of their rules and regulations.

**WP#3** – This treatment facility gets surface water from BWA sent directly to this facility. It is pumped into the 1-million-gallon ground storage tank. There is also an on-site water well (Well #11) that pumps well water into the same ground storage tank after it is treated with gaseous chlorine and liquid ammonia to create chloramines. The water is then pumped out by 3 service pumps with a capacity between 800 GPM and 1,000 GPM capacity each, into the distribution system. This plant also serves as a transfer station to plant #2 via the two pumps that send over the water at a rate of 750 GPM. This is done because there is not a dedicated BWA transfer line directly to the facility on N Chenango. Therefore, the water must be pumped from one facility to the other. This is one of the cons of our water system that must be taken care of to increase the redundancy of our water system. There is also a backup generator with a manual transfer switch for redundancies.

**WP#2** – Through a transfer line, this plant can receive both treated water from Plant #3 and raw, untreated groundwater from between 3 and 6 of our water wells, listed below. Under normal operating conditions, this plant receives no untreated water, and as such does not have a treatment system installed that is capable of adequately treating raw water, leaving this plant wholly reliant on Plant #3. For this plant to be self-sufficient, such a system would need to be added. The gas chlorination system on-site is only sufficient to booster-chlorinate the incoming water from Plant #3.

If the connection between the plants is disconnected in any way, Plant #2 will be rendered useless once the 1-million-gallon ground storage tank is depleted. This plant has 3 service pumps rated at 800 GPM each that send water out to the distribution system. There is also a backup generator and ATS for redundancies.

- Per TWDB, Well #6 (1712 N. Velasco) was rated to pump 413 GPM when tested in February of 1959. This well has been inactive for longer than 20 years.
- Per TWDB, Well #7 (1202 N. Velasco) was rated to pump 503 GPM when tested in May of 1960. This well has been inactive for longer than 20 years.
- Well #8 (2516 N. Velasco) is rated to pump 550 GPM. It has been tested to pump 450 GPM when used to meet emergency demand.
- Well #9 (232 Shannon) is rated to pump 750 GPM. It has been tested to pump 700 GPM when used to meet emergency demand.
- Well #10 (Woodway Drive) is rated to pump 800 GPM. It has been tested to pump 720 GPM when used to meet emergency demand.

- Well #11 (Plant #3 on-site) is rated to pump 770 GPM. It routinely pumps 680 GPM when it is used. To allow water from this well to enter the Transfer Line directly, on-site bypass valves must be opened.

**WP#4** – This plant is located on Jamison Blvd. This plant received all its water from a BWA connection directly into the 400,000-gallon ground storage tank. This is then pumped into the distribution system via 3 service pumps with a capacity of between 750 GPM and 800 GPM each. There are no wells that pump water to this plant. There is a chlorine treatment system on site for booster chlorination if necessary. There is also a backup generator and ATS for redundancies.

**WP#5** – This plant is located at N. Downing near Freedom Park. This treatment facility consists of a water well that pumps through an Arsenic filtration system into a 50,000-gallon GST. The water is then pumped out of this tank into the distribution system via 2 service pumps at a capacity of 750 GPM each. This site utilizes chloramines, made by adding both gaseous chlorine and liquid ammonia to disinfect the raw well water. There is not a BWA connection at this site, though there is a system interconnection to allow the re-treatment and distribution of existing system water. There is also a backup generator and ATS for redundancies.

## Recent Improvement Projects

**Chenango GST Replacement:** This project consisted of replacing the ground storage tank with a new 1MG storage tank, and demolition of the old tank. This project was necessary after the dilapidated state of the tank brought TCEQ to cite the tank for replacement.

**Southside Water Tower Replacement:** This project consisted of replacing the water tower to an increased size of 750k gallon water tower, and demolition of the old 500k gallon tank. This project came as an emergency when the tower was on the brink of failure.

**Freedom Park Arsenic Treatment System:** This project consisted of the installation of a new arsenic treatment system at an existing well. Originally this well was drilled with a chemical feed system, storage tank and service pumps. It was intended to be a standalone treatment system; however, the arsenic levels in the raw water were above the EPA-mandated Maximum Contaminant Level. Therefore, if this system had not been installed, the well would have been rendered unusable for drinking water.

## Improvements to the Treatment Systems

- **Transfer Line for BWA to Plant #2:** This improvement will give plant #2 operational independence from plant #3. It would allow this plant to receive treated water directly from BWA. This also leaves the existing transfer line open for use as a raw well water collection line, leading to both plant #2 and plant #3 for treatment. However, this improvement must be coupled with the next item for it to work properly. This was included in our PIF that was submitted to TWDB for funding. **\$2,100,000.00** is the cost of this project.
- **New Chemical Building/Pump House:** This improvement will allow the addition of both chlorine and ammonia to treat the raw well water entering Water Plant #2 and increase our available supply capacity. Because we currently lack the necessary treatment

infrastructure, if we run the wells in an emergency, we will have to go under a boil water notice until conditions return to normal due to low disinfectant residuals. This was included in our PIF that was submitted to TWDB for funding. **\$1,600,000.00** is the cost of this project.

- **Water Tower:** A new tower will be necessary to allow new connections in the city. We are at the point where we cannot allow anymore connections unless we build this tower. TCEQ requirements state that we must have a total amount of water stored per connection. Once this is exceeded, we will be forced to build one, or simply not allow anymore connections in the city. **\$5,125,000.00** is the cost given for this project.
- **WP #4 GST Rehabilitation:** This would consist of the replacement of the coatings on the exterior, and interior of the tank. These coatings have begun to fail. If continued the coating will completely fail and begin causing damage to the tank itself. This project is estimated at **\$500,000.00**.
- **Northside Water Tower Rehabilitation:** Complete rehabilitation of the coating on the inside and outside of the tank. Also, reconfiguration of piping so that there is a drain and a fill line. This is much more efficient and better for system operation. This project is estimated between **\$750,000.00 to \$1,000,000.00**.
- **SCADA @WP#5:** This treatment facility was not in service when the original SCADA project was created. This must be added for this treatment facility to work in tandem with the rest of the system. This project is estimated at **\$50,000.00**.
- **SCADA @ Well Sites:** If brought into normal use, this would allow automatic control of the off-site wells feeding Plants 2 and 3. This is estimated at **\$75,000.00**.
- **Transfer Switches:** There are sites that have generators but not an Automatic Transfer switch. This means that an employee must be present to turn the power over from normal to the emergency source (generator). Installing these will ensure that during a power loss event, the generator would be promptly initiated, greatly reducing the downtime without power.
- **Well Site Generators:** If brought into normal use, only Well #10 has a permanently installed generator on-site to allow the site to act as emergency source-water.
- **Well Rehabilitations:** There are several wells around town that have been out of service for many years. We are going to perform a camera survey on these wells to determine if they have been plugged. If they have not been plugged, then these wells can be rehabilitated if desired. This would be a good option as it will increase our capacity and lessen our reliance on surface water, hence increasing our resiliency. This would come at a fraction of the cost of drilling new wells, which has been a topic of discussion for our water system. This would yield us an increase of 916 GPM, and the equivalent of 2,775 connections.

## Distribution System

**Current Status:** Our distribution system consists of 144 miles of water lines of various sizes and materials. There are approximately 830 hydrants, and 2,050 water valves. There were 944

water related work orders received in 2024, of these 746 were completed. There are 7 full-time employees that are responsible for the maintenance and repairs of all these components in the system. This includes the repair of water lines, hydrants, valves, and meter issues. We currently have a hydrant maintenance program in place that since inception has decreased the number of out of service hydrants by approximately 50%. There are currently 11,362 connections in the City of Angleton. This includes current connections, and any developments that have agreements in place and expected to build out. This leaves the city with 338 connections before we will be forced by TCEQ mandate to begin increasing capacities.

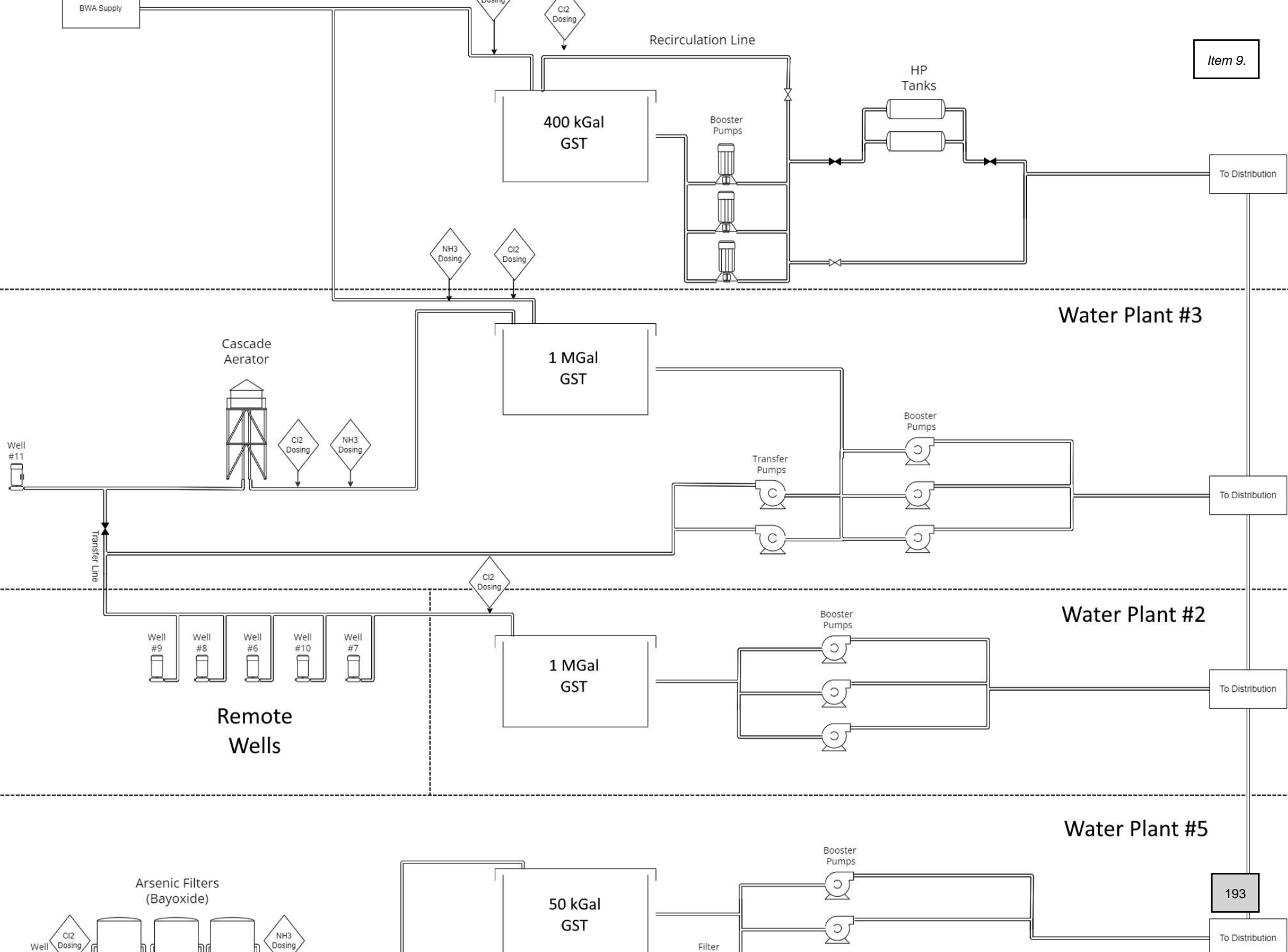
### **Improvements to the Distribution System**

**Water Line Replacement Program:** This program would be to cyclically replace water lines on the most needed basis across the city. It will give us the flexibility to adapt from year to year as conditions change with the infrastructure. The City of Angleton recently increased utility rates to begin replacing infrastructure. However, since generating this extra revenue it has been utilized as contingency to fund emergency repairs/replacements. Based on current patterns more revenue would need to be generated to begin being proactive and not reactive to infrastructure replacements. **\$58,000,000** is the total costs given on replacements of lines across the city.

**Valve Maintenance Program:** There are approximately 2,050 valves within the distribution system. The primary function of these valves is to isolate lines for leaks, repairs, replacements, and flushing strategies. Like hydrants 3 years ago, there is no maintenance program on these valves. These valves should be exercised periodically to improve the functionality and determine if the valves need repair/replacement. Our current operations do not allow us to perform any preventative maintenance on these valves. We won't know a valve is not working properly until we attempt to utilize the valve, which is the least opportune time. This was a cost presented during the budget and will be placed on continuing years at **\$102,544.00**.

**Lead Service Line:** The EPA has mandated that all public water systems complete the process of inventorying of all their lead and copper lines in the system. Once this is completed replacement will be expected in the next decade. We have submitted the inventory and will now be responsible for replacement of everything in the next decade. There are funding opportunities that will help us select the best approach to begin the next steps. There will be more to follow when we initiate the next phase of this process. We have been working with KSA on this project and will continue to go through their contract as phase 2.





Item 9.

Water Plant #3

Water Plant #2

Water Plant #5

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## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** January 28, 2025

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

**AGENDA CONTENT:** Discussion and Update of the Ashland Development by the developer.

**AGENDA ITEM SECTION:** Regular Agenda Item

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

**FUND:** None

**EXECUTIVE SUMMARY:** This is a request to receive the annual update from the development team for Ashland Development, located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523.

**ASHLAND DEVELOPMENT:** A Master Plan Community consists of the following uses and amenities:

- 2,487 Traditional Residential Lots
- 188 Specialty Residential Lots
- 8.2 Acres Commercial
- 15.1 Ac Elementary School
- 2.7 Ac. Day Care
- 5.1 Director Lots
- 243.1 Ac. Parks, Recreation, Opens Space
- 32.7 Ac. Utilities/Easements
- 58.7 Ac. Thoroughfare/Streets

Project Acreage: Total: 879.9 Ac. is subject to an approved Strategic Partnership Agreement and Development Agreement.

**RECOMMENDATION:**

The City Council should receive an update from the project development team.



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** January 28, 2025

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

**AGENDA CONTENT:** Discussion and Annual Update of the Riverwood Ranch Subdivision Development by the developer.

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:** None

**EXECUTIVE SUMMARY:**

The final sections of Riverwood Ranch Subdivision Sections 3 and 4 are now under construction as previously approved, located north of Hospital Dr between Buchta & N Downing. The proposed sections, consist of 73 lots on 35.62 acres (Section 3); and 71 single family residential lots (Section 4) on approximately 15.2 acres.

The developers Michael Foley and Brian Jarrard will provide the city council with an update and timeline for the last two phases and sections.

**RECOMMENDATION:**

Staff recommends the council hold discussion and receive the development update.



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** January 28, 2025

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

**AGENDA CONTENT:** Discussion and Annual Update of the Windrose Green Subdivision Development by the developer.

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:** None

**EXECUTIVE SUMMARY:**

Based on Article II, Sec. 2.1 of the Water and Wastewater Services Agreement with the City of Angleton, the developers for Windrose Green hope to provide City Council an update to the development and the up-date Build-Out Schedule for the subdivision.

A presentation outline will be provided, as well as the Concept Plan which depicts the entire development phases.

**RECOMMENDATION:**

Staff recommends the council hold discussion and receive the development update.



**SUMMARY ATTACHMENT A: Summary of Requested Changes to Austin Colony Development Agreement (Second Amendment)**

	Old	New
Assessment Rate	Was \$0.7070 per \$100	Changed to \$1.25 per \$100
		<p>Merge 26 lots in Section 3 north of Tigner with 54 lots in Section 9 to increase Section 9 to 80 lots</p> <ul style="list-style-type: none"> <li>• 17 55' width lots</li> <li>• 63 60' wide lots</li> </ul>
Land Plan Changes		<p>Section 3 now has only 31 lots that are 55' wide</p>
		<p>New Exhibit B-1 is the Land Plan if Section 9 is developed as commercial with the following:</p> <ul style="list-style-type: none"> <li>• Land reserved for commercial use for 6 years from the date of issuance of first building permit in the Development.</li> <li>• If Land in Section 9 is sold or developed for commercial purposes, the land in the 26 lots in Section 3 that lie north of Tigner will be merged with the land in the 54 lots in Section 9 and the lots will be eliminated making the total lots only 483</li> <li>• If the land hasn't been sold or developed for commercial purposes during the 6 year period, then at Developer's option, he may develop the land for single-family residential development.</li> <li>• Section 3 will only contain 31 lots, whether Section 9 is developed as commercial or not and will lie south of Tigner and all will be 55' wide.</li> </ul>
Public Improvement Financing Date – Improvement Area A, B, C	The Date the City either sells the first series of Bonds for Improvement Area A, B and C or levies assessments was originally January 1, 2023 and then amended to January 1, 2025	Would change the date for Improvement Area A to January 1, 2032, for Improvement Area B to January 1, 2034 and for Improvement Area C to January 1, 2036.
Number of Lots	No more than 540	No more than 563

Changes in Lot Dimensions:

Old Numbers:

SECTIONS AND LOTS SUMMARY				
Section	Lot Width 50 Feet	Lot Width 55 Feet	Lot Width 60 Feet	Section Lot Total
1	28		22	50
1B	50			50
2A	22	27	4	53
2B		42		42
3		47	9	56
4		61		61
5		38	24	62
6			41	41
7		65	50	50
8		55	43	43
9			54	54
Lot Size Total	100	215	247	562
Size%	17.79%	38.26%	43.95%	100%

New Numbers:

SECTIONS AND LOTS SUMMARY				
Section	Lot Width 50 Feet	Lot Width 55 Feet	Lot Width 60 Feet	Section Lot Total
1	28		22	50
1B	50			50
2A	22	27	4	53
2B		42		42
3		31		31
4		61		61
5		38	24	62
6			41	41
7			50	50
8			43	43
9		17	63	80
Lot Size Total	100	216	247	563
Size%	17.76%	38.36%	43.88%	100%



## Changes to Fees in Lieu of Park Dedication

Old Numbers:

<b>Sections</b>	<b>Number of Lots</b>	<b>Park Fee- In- Lieu</b>
1A	<b>50</b>	\$28,750
<b>1B</b>	50	\$28,750
2A	53	\$30,475
<b>2B</b>	42	\$24,150
3	56	\$32,200
4	61	\$35,075
5	62	\$35,650
6	41	\$23,575
7	50	\$28,750
<b>8</b>	<b>43</b>	\$24,725
<b>9</b>	<b>54</b>	\$31,050
<b>TOTAL</b>	<b>562</b>	\$310,500.00

New Numbers:

<b>Sections</b>	<b>Number of Lots</b>	<b>Park Fee- In- Lieu</b>
1A	<b>50</b>	\$28,750
<b>1B</b>	50	\$28,750
2A	53	\$30,475
<b>2B</b>	42	\$24,150
3	31	\$17,825
4	61	\$35,075
5	62	\$35,650
6	41	\$23,575
7	50	\$28,750
<b>8</b>	<b>43</b>	\$24,725
<b>9</b>	<b>80</b>	\$46,000
<b>TOTAL</b>	<b>563</b>	\$323,725

Sewer CAF:

Old Numbers:

Sections	Number of	SewerCAF
	Lots	
1A	50	\$42,527.50
1B	50	\$42,527.50
2A	53	\$45,079.15
2B	42	\$35,723.10
3	56	\$47,630.80
4	61	\$51,883.55
5	62	\$52,734.10
6	41	\$34,872.55
7	50	\$42,527.50
8	43	\$36,573.65
9	54	\$45,929.70
<b>TOTAL</b>	<b>562</b>	<b>\$478,009.10</b>

New Numbers:

Sections	Number of	Sewer CAF
	Lots	
1A	50	\$42,527.50
1B	50	\$42,527.50
2A	53	\$45,079.15
2B	42	\$35,723.10
3	31	\$26,367.05
4	61	\$51,883.55
5	62	\$52,734.10
6	41	\$34,872.55
7	50	\$42,527.50
8	43	\$36,573.65
9	80	\$68,044.00
<b>TOTAL</b>	<b>563</b>	<b>\$478,859.65</b>

Water CAF:

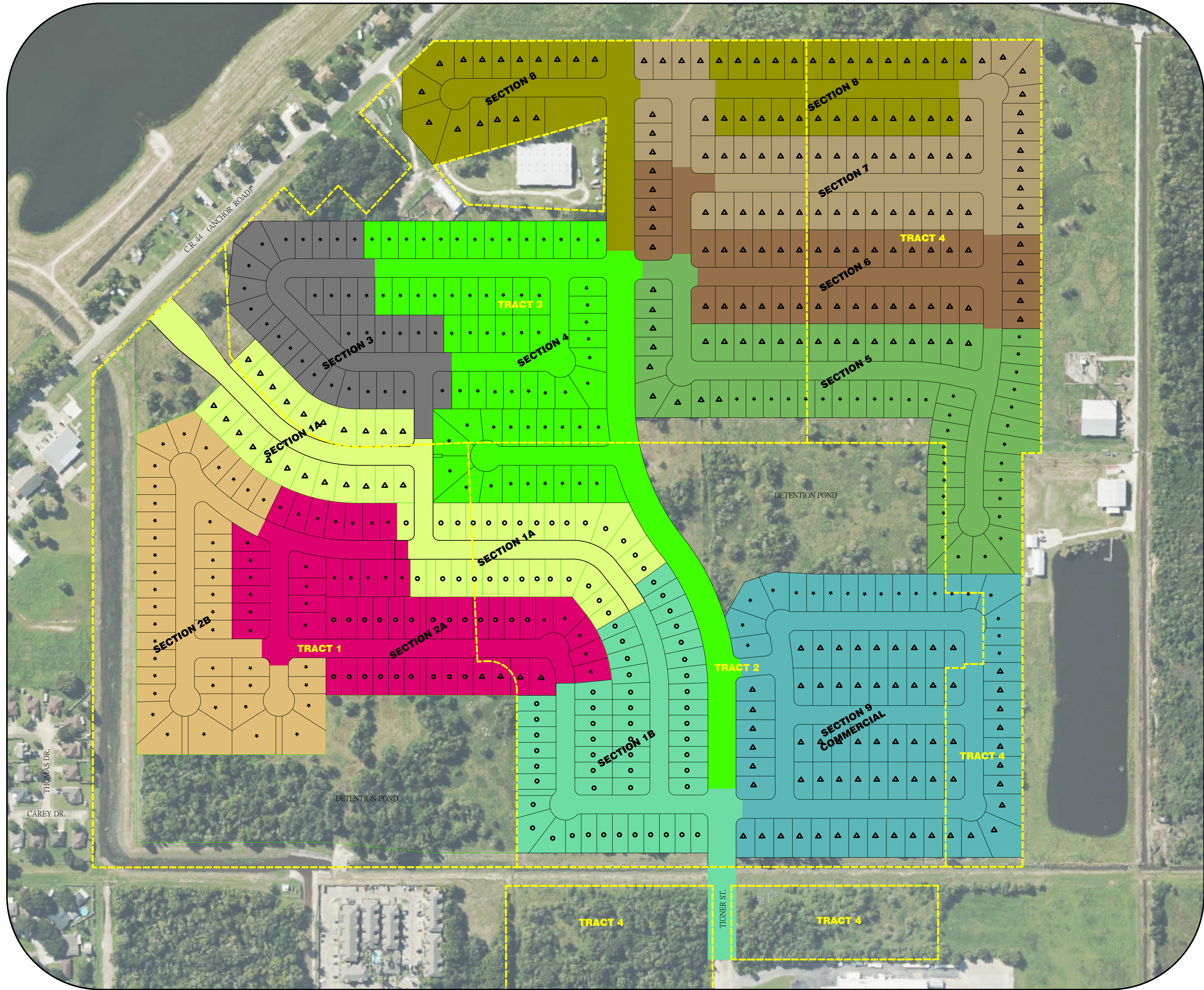
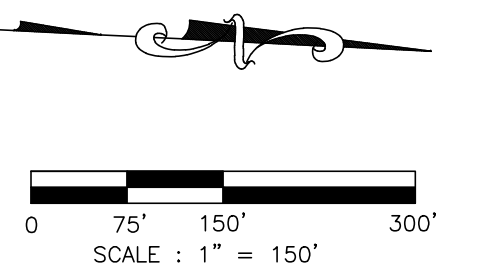
Old Numbers:

Sections	Number of	WaterCAF
	<u>Lots</u>	
1A	50	\$26,835.00
1B	50	\$26,835.00
2A	53	\$28,445.10
2B	42	\$22,541.40
3	56	\$30,055.20
4	61	\$32,738.70
5	62	\$33,275.40
6	41	\$22,004.70
7	50	\$26,835.00
8	43	\$23,078.10
9	54	\$28,981.80
<b>TOTAL</b>	<b>562</b>	<b>\$301,625.40</b>

New Numbers:

Sections	Number of	WaterCAF
	<u>Lots</u>	
1A	50	\$26,835.00
1B	50	\$26,835.00
2A	53	\$28,445.10
2B	42	\$22,541.40
3	31	\$16,637.70
4	61	\$32,738.70
5	62	\$33,275.40
6	41	\$22,004.70
7	50	\$26,835.00
8	43	\$23,078.10
9	80	\$42,936.00
<b>TOTAL</b>	<b>563</b>	<b>\$302,162.10</b>





LOT SUMMARY

	<b>SECTION 1A</b> 50 LOTS 28-50', 22-60'
	<b>SECTION 1B</b> 50 LOTS 50-50'
	<b>SECTION 2A</b> 53 LOTS 22-50', 27-55', 4-60'
	<b>SECTION 2B</b> 42 LOTS 42-55'
	<b>SECTION 3</b> 30 LOTS 30-55'
	<b>SECTION 4</b> 61 LOTS 61-55'
	<b>SECTION 5</b> 59 LOTS 35-55', 24-60'
	<b>SECTION 6</b> 40 LOTS 40-60'
	<b>SECTION 7</b> 50 LOTS 50-60'
	<b>SECTION 8</b> 43 LOTS 43-60'
	<b>SECTION 9</b> COMMERCIAL RESERVE OR 80 LOTS 19-55', 64-60'

- 50' LOTS
- \* 55' LOTS
- △ 60' LOTS

TOTAL LOTS  
561

100 - 50' LOTS  
214 - 55' LOTS  
247 - 60' LOTS

# Austin Colony Subdivision

164.50 ACRES OF LAND

**B & L**  
BAKER & LAWSON, INC.  
ENGINEERS • PLANNERS • SURVEYORS  
REG. NO. F-825, TBPLS NO. 10052500  
DATE: 08/12/24  
FILE NAME: 14257 OVERALL EXHIBIT 6.DWG





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** January 28, 2025

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

**AGENDA CONTENT:** Discussion and possible action to consider the Angleton Estuary LLC Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction (ETJ), being a tract containing 107.483 acres of land located in John W. Cloud League, A-169 & the J.DE J. Valderas Survey, A-380, Brazoria County, Texas out of a 338.705 acre tract recorded in C.C.F. No. 2004075629, O.R.B.C.T. Pursuant to the provisions of Subchapter D, Chapter 42 of the Texas Local Government Code.

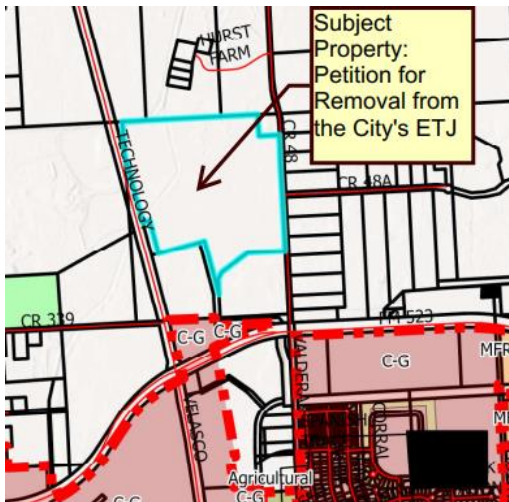
**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:** None

### EXECUTIVE SUMMARY:

**EXECUTIVE SUMMARY.** This is a request for approval of a petition filed originally on December 16, 2024, requesting release of approximately 107.483 acres of land from the extraterritorial jurisdiction (ETJ) of the City of Angleton enabled by new legislation known as Senate Bill 2038. The request is from the owners of the property, Angleton Estuary LLC.



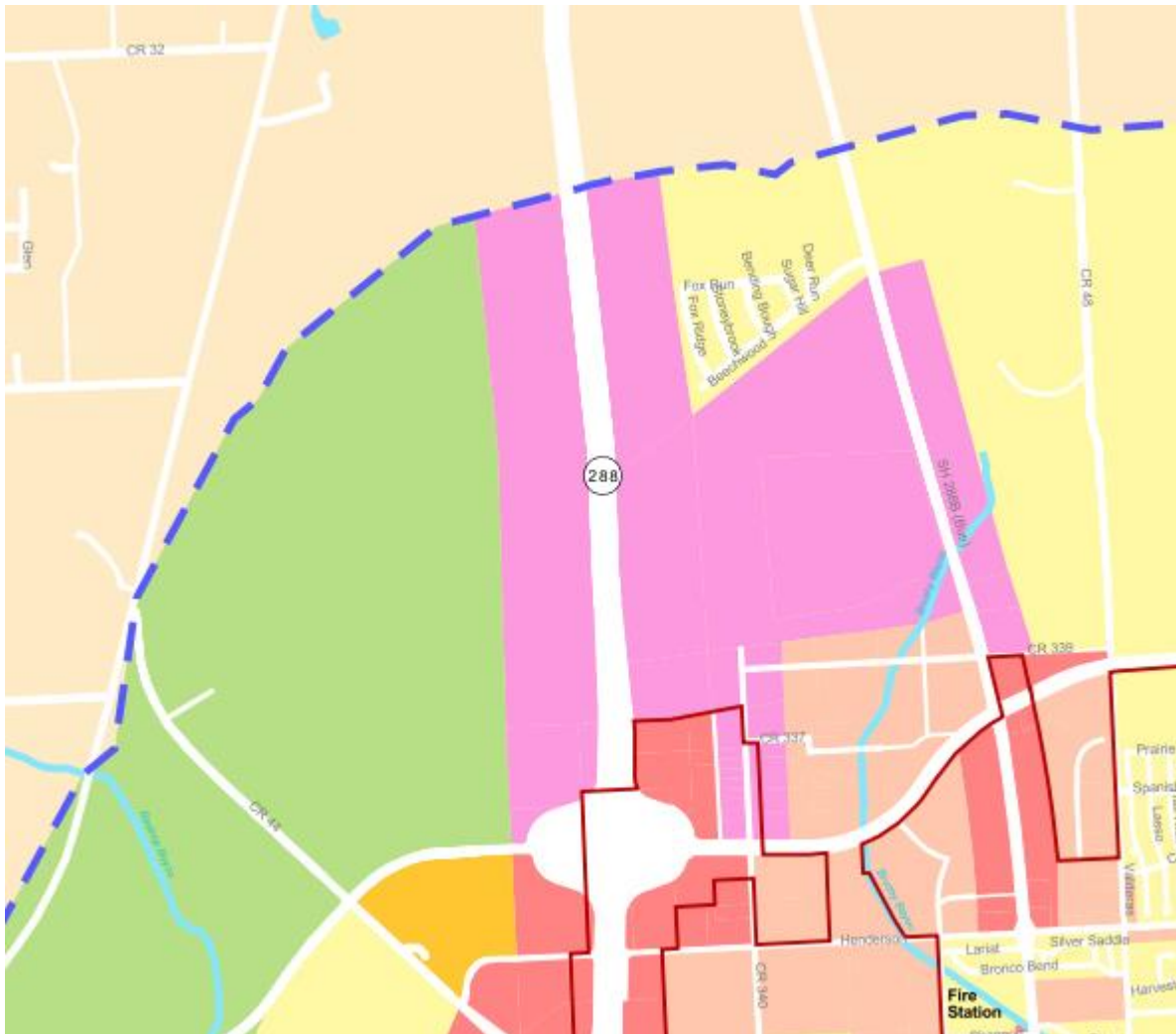
### BACKGROUND:

Enacted state law allows landowners or residents to submit a written petition to a city to release their property from the city's extraterritorial jurisdiction (ETJ). In the 88th (Regular) Texas legislative session, Senate Bill 2038 was passed and is effective as of September 1, 2023. The newly enacted Local Government Code, Chapter 42, Subchapters D and E codified and established a petition and election process for releasing property from a city's ETJ.

### Comprehensive Plan/Land Use Plan:

Staff has reviewed the property status that is subject to this petition for ETJ removal, as it relates to the long-range Comprehensive Land Use Plan. As shown below, the land use plan recognized this study area as a commercial node/gateway into the City

that recommends Industrial and Commercial uses along the SH288-B corridor. While this property lies within a distance of approximately 390 ft. to the City Limits line, its removal could affect the core planning consistency for that region. An appropriate mix of both commercial and industrial uses are recommended for this area with good access to highways and major arterials.



**Recommendation.** City Council should review and consider approval of the petition requesting removal from the Extraterritorial Jurisdiction of the City of Angleton, Texas for property totaling approximately 107.483 acres of land located on the east side of SH 288B, north of the intersection of FM523 and SH288.

**MULLER**  
  
**LAW GROUP**

A PROFESSIONAL LIMITED LIABILITY COMPANY

202 Century Square Blvd. | Sugar Land, TX 77478 | 281.500.6050

Direct Line: (281) 500-4682  
Direct Fax: (281) 277-8207

Marcus@MullerLawGroup.com

Marcus D. Spencer  
Attorney

December 13, 2024

Via FedEx

Ms. Michelle Perez, TRMC  
City Secretary  
City of Angleton, Texas  
121 S. Velasco  
Angleton, Texas 77515

Re: Petition for Release of Land from Extraterritorial Jurisdiction

Ms. Perez:

Enclosed please find an original Petition for the Release of Land from the Extraterritorial Jurisdiction of the City of Angleton filed pursuant to Texas Local Government Code Section 42.102 by Angleton Estuary, LLC for consideration by the City Council.

Should you have any questions or require further information, please contact me at (281) 500-4682. Thank you for your assistance.

Sincerely,

*Marcus D. Spencer*

Marcus D. Spencer  
Attorney

Enclosures



Item 14.



## PETITION FOR RELEASE OF LAND FROM EXTRATERRITORIAL JURISDICTION

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

Angleton Estuary, LLC (“**Petitioner**”), submits this petition to the governing body of the City of Angleton, Texas (“**City**”) in support of the release of the Property, as defined and described herein, from the City’s extraterritorial jurisdiction (“**ETJ**”), and would show the following:

Section 1. The property, as described by metes and bounds attached hereto as Exhibit A and as shown on the map attached hereto as Exhibit B, both incorporated herein for all purposes (“**Property**”), is located within the City’s ETJ.

Section 2. Petitioner (a) is the sole owner of title to all of the land within the Property or (b) owns the majority in value of the Property, as indicated by the current tax rolls of Brazoria County Appraisal District.

Section 3. As of the date of this Petition, the Property (i) is not within five miles of the boundary of a military base, as defined in Section 43.0117, Texas Local Government Code, at which an active training program is conducted (ii) is not within an area designated as an industrial district under Section 42.004, Texas Local Government Code, and (iii) is not in an area subject to a strategic partnership agreement with the City under Section 43.0751, Texas Local Government Code.

WHEREFORE, Petitioner prays that this petition be properly filed, as provided by Subchapter D, Chapter 42, Local Government Code, that it be verified by the City Secretary, and that the Property be immediately released from the City’s ETJ. If the governing body of the City fails to take formal action to release the Property from the ETJ within the timeframes set forth in Section 42.105(d), Texas Local Government Code, the Property shall be deemed to be released by operation of law on the later to occur of (i) the 45<sup>th</sup> day after the date this Petition was duly filed with the City or (ii) the next meeting of the governing body of the City after the 30<sup>th</sup> day after the date this Petition was duly filed with the City.

[Execution page follows.]

RESPECTFULLY EXECUTED this 6 day of December, 2024.

Angleton Estuary, LLC,  
a Texas limited liability company

By:

Name:

Title:



Michael Chapman

President

DOB or Voter Registration No.:

1102254358

Residential Address:

11214 Tynewood Dr.  
Piney Point, TX. 77024

**Exhibit A**  
**Legal Description of the Property**

DESCRIPTION OF 107.483 ACRE TRACT

BEING A 107.483 ACRE TRACT OF LAND IN THE JOSE DE JESUS VALDERAS SURVEY, ABSTRACT NO. 380 AND IN THE JOHN W. CLOUD LEAGUE, ABSTRACT NO. 169, BRAZORIA COUNTY, TEXAS, SAID 107.483 ACRE TRACT BEING A PORTION OF A CALLED 338.705 ACRE TRACT CONVEYED TO SUGAR CREEK BAPTIST CHURCH FROM INTERMEDICS, INC. BY DEED RECORDED UNDER COUNTY CLERKS FILE NO. 2004075629 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.), SAID 107.483 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete right-of-way (R.O.W.) monument found at the intersection of the west R.O.W. line of County Road 48 (80 feet width) with the north R.O.W. line of F.M. Highway 523 (200 feet width); the north R.O.W. line of F.M. Highway 523 being a curve to the left having a radius of 2,100.00 feet;

THENCE, in a westerly direction, along the south line of the herein described tract and the north R.O.W. line of F.M. Highway 523, along said curve to the left having a radius of 2,100.00 feet, a central angle of  $01^{\circ} 09' 37''$ , an arc distance of 42.53 feet, and a chord bearing and distance of  $S 88^{\circ} 32' 56'' W$  and 42.53 feet to a 1/2-inch iron rod found at the southeast corner of a 4.866 acre tract conveyed to Angleton Drainage District from Sulzermedica USA, Inc. by Gift Deed dated April 12, 1996 and recorded under County Clerk's File No. 96-013461 of the O.R.B.C.T.;

THENCE  $N 38^{\circ} 54' 08'' W$  along the most easterly east line of said 4.866 acre tract, a distance of 209.59 feet to a 5/8-inch iron rod with plastic cap stamped "BAKER & LAWSON" found marking the most easterly northeast corner of said 4.866 acre tract;

THENCE  $N 89^{\circ} 54' 00'' W$  along the most easterly north line of said 4.866 acre tract, a distance of 855.96 feet to a 5/8-inch iron rod with plastic cap stamped "BAKER & LAWSON" found marking an interior corner of said 4.866 acre tract;

THENCE  $N 00^{\circ} 05' 07'' W$  along an east line of said 4.866 acre tract, a distance of 7.01 feet to a 1/2-inch iron rod found marking the southwest corner of a 20.00 acre tract conveyed to Angleton Independent School District from Intermedics, Inc. by Special Warranty Deed dated March 7, 1990 and recorded in Volume (90)822, Page 573 of the O.R.B.C.T.; said corner being on the north line of a platted 50 foot road (unimproved) according the plat recorded in Volume 78, Page 573 of the Deed Records of Brazoria County, Texas (D.R.B.C.T.);

THENCE  $N 89^{\circ} 58' 35'' E$  along the south line of said 20.00 acre tract and the north line of said 50 foot platted road, a distance of 1,029.85 feet to a 5/8-inch iron rod with plastic cap stamped "BAKER & LAWSON" found marking the southeast corner of said 20.00 acre tract; same being on the west R.O.W. line of County Road 48;

THENCE  $N 00^{\circ} 05' 07'' W$  along the east line of said 20.00 acre tract and the west R.O.W. line of County Road 48, a distance of 920.00 feet to a 1/2-inch iron rod found marking the northeast corner of said 20.00 acre tract;

THENCE S 89° 58' 35" W along the north line of said 20.00 acre tract, a distance of 340.46 feet to a 5/8-inch iron rod found marking the point of curvature of a tangent curve to the left having a radius of 820.00 feet;

THENCE in a southwesterly direction, continuing along the north line of said 20.00 acre tract, along said curve to the left having a radius of 820.00 feet, a central angle of 50° 04' 02", an arc distance of 716.55 feet, and a chord bearing and distance of S 64° 56' 34" W and 693.97 feet to a 5/8-inch iron rod with plastic cap stamped "BAKER & LAWSON" found marking the point of tangency of said curve;

THENCE S 39° 54' 33" W along the northwest line of said 20.00 acre tract, a distance of 93.82 feet to a 1/2-inch iron rod found marking the northwest corner of said 20.00 acre tract;

THENCE S 00° 05' 07" E along the west line of said 20.00 acre tract, a distance of 176.64 feet to a 1/2-inch iron rod found marking a corner at an angle point on the east line of said 4.866 acre tract;

THENCE N 12° 18' 42" W along the east line of said 4.866 acre tract, a distance of 825.06 feet to a 1/2-inch iron rod found marking the northeast corner of said 4.866 acre tract;

THENCE S 77° 41' 18" W along the north line of said 4.866 acre tract, a distance of 80.00 feet to a 1/2-inch iron rod found marking the northwest corner of said 4.866 acre tract; same being the northeast corner of an 18.908 acre tract conveyed to Benchmark Electronics, Inc. from Intermedics Inc. by warranty deed dated January 21, 1994 and recorded under County Clerk's File No. 94-002599 of the O.R.B.C.T.;

THENCE S 77° 41' 18" W along the north line of said 18.908 acre tract, a distance of 753.60 feet to a 1/2-inch iron rod found marking the northwest corner of said 18.908 acre tract; same being on the east R.O.W. line of B.S. Highway 288B;

THENCE N 12° 18' 42" W along the east R.O.W. of B.S. Highway 288B, at 2,014.76 feet passing a 5/8-inch iron rod with plastic cap stamped "BAKER & LAWSON" found in the centerline of the Angleton Protection Levee, continuing a total distance of 2,059.76 feet to a point in a ditch on the south boundary line of the Shubal Marsh Survey, abstracts 81 and 82, and the north line of said John W. Cloud League for the northwest corner of the herein-described tract

THENCE N 89° 54' 54" E along said ditch and the north line of said John W. Cloud League, the south line of said Shubael Marsh Surve, at approximately 450 feet depart said ditch, and continuing for a total distance of 2,165.47 feet to a 1/2-inch iron rod found marking the northeast corner of the herein described tract; same being the northwest corner of a 2.50 acre tract conveyed to Elsie Avitts from Paul O'Farrell by deed dated October 6, 1999 and recorded under County Clerk's File No. 99-045808 of the O.R.B.C.T.; a bent one and 1/4-inch iron pipe found marking the southeast corner of the Morris Stern Survey, Abstract No. 734 bears N 89° 54' 54" E, 207.30 feet;

THENCE S 00° 05' 07" E along a northerly east line of said 338.705 acre tract and the west line of said 2.50 acre tract, a distance of 330.00 feet to a 1/2-inch iron rod found marking the southwest corner of said 2.50 acre tract;


THENCE N 89° 54' 54" E along a south line of said 2.50 acre tract, at 290.00 feet pass a 1/2-inch iron rod found on the west R.O.W. line of County Road 48, and continuing for a total distance of 330.00 feet to a point for a corner of the herein described tract at the centerline of County Road 48;

THENCE S 00° 05' 07" E along the east line of the herein described tract the same being the centerline of County Road 48, a distance of 2,862.47 feet to a point for the southeast corner of the herein described tract;

THENCE N 89° 58' 32" W along the south line of the herein described tract, a distance of 6.81 feet to a point for the point of curvature of a curve to the left having a radius of 2,100.00 feet;

THENCE in a westerly direction, along the south line of the herein described tract, along said curve to the left having a radius of 2,100.00 feet, a central angle of 00° 54' 20", an arc distance of 33.19 feet, and a chord bearing and distance of S 89° 33' 45" W and 33.19 feet to the POINT OF BEGINNING and containing 107.483 acres (or 4,681,959.48 square feet) of land. The herein described 107.483 acre tract includes 2.629 acres within the R.O.W. of County Road 48 leaving a net area of 104.854 acres of land. This description is based on a survey performed on the ground by Baker & Lawson, Inc. and is prepared along with a survey plat of the property surveyed.

The bearings used in this description are referenced to the description of said 338.705 acre tract;

  
Joshua A. McGinn  
Registered Professional  
Land Surveyor # 6467

3-26-2015



Baker & Lawson Inc.  
E. 300 Cedar  
Angleton, TX 77515  
TBPLS# 10052500





<b>ADAMS SURVEYING CO.</b>	<b>(Firm #10085400)</b>	<b>P.O. Box 114</b>
Steve D. Adams, RPLS 3666		2004B South Gordon
Stephen D. Adams, Jr., RPLS 5611		Alvin, TX 77512
Phone (281) 331-3523		Fax (281) 331-2182

FIELD NOTES

250.784 ACRES OF LAND, SITUATED IN THE J. W. CLOUD SURVEY, ABSTRACT 169, AND THE T. S. LEE SURVEY, ABSTRACT 318; BRAZORIA COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN CALLED 657.17 ACRE TRACT DESCRIBED IN A DEED TO C. F. BROWN, JR., TRUSTEE RECORDED IN BRAZORIA COUNTY CLERK'S FILE 94-038644, SAID 250.784 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a PRM found for the upper Northwest corner of the herein described tract at the Northeast corner of Tract "T" of Frontier Estates Subdivision, according to the Plat recorded in Volume 20, Page 103, Plat Records, and also being the Northeast corner of Lot 2, Sanchez & Vardeman Subdivision, according to the Plat recorded in Clerk's File 2009033573, said point being in the North line of said 657.17 acre tract and the upper South line of a called 1568.9348 acre tract described as Tract One in a deed to Joe J. Sebesta recorded in Clerk's File 93-007582, from which point a 1/2 inch iron rod found bears North 00 deg. 45 min. 02 sec. East - 0.7 feet;

THENCE North 86 deg. 57 min. 38 sec. East, along the North line of said 657.17 acre tract and the upper South line of the Sebesta tract, a distance of 2649.72 feet to a 1 inch iron pipe found for corner;

THENCE South 53 deg. 40 min. 43 sec. East, along the common line of said 657.17 acre tract and said Sebesta tract, a distance of 2764.72 feet to a 1 inch iron pipe found for corner;

THENCE South 03 deg. 52 min. 24 sec. East, along the common line of said 657.17 acre tract and said Sebesta tract, a distance of 870.50 feet to a 1/2 inch iron rod set for the Southeast corner of the herein described tract in the North line of a 30.88 acre tract described as Parcel 5-E in a deed to Angleton Drainage District recorded in Volume 1664, Page 303, Deed Records;

THENCE South 86 deg. 01 min. 06 sec. West, along the North line of Parcel 5-E, a distance of 1234.62 feet to a 1/2 inch iron rod set for angle point;

THENCE South 86 deg. 53 min. 06 sec. West, along the North line of Parcel 5-E, a distance of 821.94 feet to a 1/2 inch iron rod set for angle point;

THENCE South 85 deg. 48 min. 27 sec. West, along the North line of Parcel 5-E, a distance of 2504.59 feet to a 1/2 inch iron rod set for angle point;

Page 2 of Field Notes on 250.784 acres of land

THENCE South 84 deg. 42 min. 42 sec. West, along the North line of Parcel 5-E, a distance of 578.0 feet to a 1/2 inch iron rod set for angle point;

THENCE South 86 deg. 21 min. 23 sec. West, along the North line of Parcel 5-E, a distance of 1179.39 feet to a 1/2 inch iron rod set for the Southwest corner of the herein described tract in the East line of Tract "N" of Frontier Estates, from which point a PRM found bears South 03 deg. 15 min. 57 sec. East - 1.40 feet;

THENCE North 03 deg. 15 min. 57 sec. West, along the East line of Tract "N", a distance of 44.45 feet to a 1/2 inch iron rod found for corner at the Southwest corner of Tract "R" of Frontier Estates;

THENCE North 86 deg. 42 min. 57 sec. East, along the South line of Tracts "R" and "T" of Frontier Estates, a distance of 1511.22 feet to a 1/2 inch iron rod found at the Southeast corner of Tract "T";

THENCE North 02 deg. 54 min. 13 sec. West, along the East line of Tract "T", at 679.85 feet pass a PRM found, at 1481.42 feet pass the Southeast corner of a 2.352 acre tract this day surveyed, from which point a 5/8 inch iron rod capped "Baker & Lawson" found bears North 79 deg. 17 min. 57 sec. East - 0.30 feet, continue along the East line of said 2.352 acre tract, at 1562.17 feet pass the Northeast corner of said 2.352 acre tract and the Southeast corner of Lot 2, Sanchez & Vardeman Subdivision, from which point a 5/8 inch iron rod capped "Baker & Lawson" found bears North 79 deg. 17 min. 57 sec. East - 0.19 feet, continue along the East line of said Lot 2, at 1679.81 feet pass a PRM found, and continue for a total distance of 2679.81 feet to the PLACE OF BEGINNING and containing 250.784 acres of land.

Bearing Base - Texas State Plane Coordinate System  
South Central Zone

Note: These Field Notes accompany a drawing of same date titled Brown-FM523.



Field Notes written from an actual survey made on the ground in June and July, 2017.

*[Signature]*  
STEVE D. ADAMS  
Registered Professional Land Surveyor No. 3666

<b>ADAMS SURVEYING CO.</b>	<b>(Firm #10085400)</b>	<b>P.O. Box 114</b>
<b>Steve D. Adams, RPLS 3666</b>		<b>2004B South Gordon</b>
<b>Stephen D. Adams, Jr., RPLS 5611</b>		<b>Alvin, TX 77512</b>
<b>Phone (281) 331-3523</b>		<b>Fax (281) 331-2182</b>

FIELD NOTES

2.352 ACRES OF LAND, SITUATED IN THE J. W. CLOUD SURVEY, ABSTRACT 169, BRAZORIA COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN CALLED 657.17 ACRE TRACT DESCRIBED IN A DEED TO C. F. BROWN, JR., TRUSTEE RECORDED IN BRAZORIA COUNTY CLERK'S FILE 94-038644, AND FURTHER BEING A PART OF TRACT "T" OF FRONTIER ESTATES SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 20, PAGE 103, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, SAID 2.352 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point marking the Northeast corner of the herein described tract at the Southeast corner of Lot 2, Sanchez & Vardeman Subdivision, according to the Plat recorded in Clerk's File 2009033573, said point being in the East line of said Tract "T" and the West line of a 250.784 acre tract this day surveyed, said point being located South 02 deg. 54 min. 13 sec. East - 1117.64 feet from a PRM found at the Northeast corner of Tract "T", Frontier Estates, and the Northeast corner of Lot 2, Sanchez & Vardeman Subdivision, from said Beginning Point a 5/8 inch iron rod capped "Baker & Lawson" found bears North 79 deg. 17 min. 57 sec. East - 0.19 feet;

THENCE South 02 deg. 54 min. 13 sec. East, along the East line of Tract "T" and the West line of said 250.784 acre tract, a distance of 80.75 feet to a point marking the Southeast corner of the herein described tract at the Northeast corner of a called 36.971 acre tract described in a deed to Andrew C. LaSalle recorded in Clerk's File 2004060888, from which point a 5/8 inch iron rod capped "Baker & Lawson" found bears North 79 deg. 17 min. 57 sec. East - 0.30 feet;

THENCE South 79 deg. 17 min. 57 sec. West, along the North line of said 36.971 acre tract, a distance of 83.95 feet to an angle point, from which point a 1/2 inch iron rod capped "Pinpoint" found bears South 83 deg. 15 min. 41 sec. West - 0.31 feet;

THENCE South 61 deg. 48 min. 04 sec. West, along the North line of said 36.971 acre tract, a distance of 50.15 feet to a 5/8 inch iron rod capped "Baker & Lawson" found for angle point;

THENCE South 72 deg. 59 min. 50 sec. West, along the North line of said 36.971 acre tract, a distance of 240.14 feet to a 5/8 inch iron rod capped "Baker & Lawson" found for angle point;

THENCE South 49 deg. 53 min. 14 sec. West, along the North line of said 36.971 acre tract, a distance of 180.61 feet.

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Page 2 of Field Notes on 2.352 acres of land

to a 5/8 inch iron rod capped "Baker & Lawson" found for angle point;

THENCE South 77 deg. 14 min. 35 sec. West, along the North line of said 36.971 acre tract, a distance of 195.62 feet to a 5/8 inch iron rod capped "Baker & Lawson" found for angle point;

THENCE South 84 deg. 28 min. 57 sec. West, along the North line of said 36.971 acre tract, a distance of 227.66 feet to an angle point, from which point a 1/2 inch iron rod capped "Pinpoint" found bears South 67 deg. 17 min. 03 sec. West - 0.27 feet;

THENCE North 74 deg. 32 min. 37 sec. West, along the North line of said 36.971 acre tract, a distance of 302.32 feet to a 5/8 inch iron rod capped "Baker & Lawson" found for the Southwest corner of the herein described tract at the Northwest corner of said 36.971 acre tract, said point being in the West line of Tract "T" and being the Southeast Terminus of Windsong Drive (80.0 feet wide as shown on the Plat of Frontier Estates);

THENCE North 02 deg. 58 min. West, along the West line of Tract "T" and the East line of Windsong Drive, a distance of 84.32 feet to a point marking the Northwest corner of the herein described tract at the Northeast Terminus of Windsong Drive and the Southwest corner of Lot 1, Sanchez & Vardeman Subdivision, from which point a 5/8 inch iron rod (disturbed) found bears South 06 deg. 09 min. 49 sec. West - 0.45 feet;

THENCE South 74 deg. 32 min. 37 sec. East, along the South line of Lot 1, a distance of 314.16 feet to a 1/2 inch iron rod capped "Stroud" found for angle point;

THENCE North 84 deg. 28 min. 57 sec. East, along the South line of Lot 1, a distance of 207.79 feet to a 5/8 inch iron rod capped "Baker & Lawson" found for angle point;

THENCE North 77 deg. 14 min. 35 sec. East, along the South line of Lot 1, a distance of 171.09 feet to a 5/8 inch iron rod capped "Baker & Lawson" found for angle point;

THENCE North 49 deg. 53 min. 14 sec. East, along the South line of Lots 1 and 2, a distance of 177.50 feet to a 5/8 inch iron rod capped "Baker & Lawson" found for angle point;

THENCE North 72 deg. 59 min. 50 sec. East, along the South line of Lot 2, a distance of 248.65 feet to an angle point, from which point a 1/2 inch iron rod capped "Pinpoint" found bears North 25 deg. 51 min. 45 sec. West - 0.21 feet;

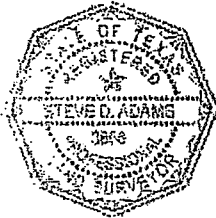
Page 3 of Field Notes on 2.352 acres of land.

THENCE North 61 deg. 48 min. 04 sec. East, along the South line of Lot 2, a distance of 54.62 feet to a 5/8 inch iron rod capped "Baker & Lawson" found for angle point;

THENCE North 79 deg. 17 min. 57 sec. East, along the South line of Lot 2, a distance of 107.21 feet to the PLACE OF BEGINNING and containing 2.352 acres of land..

Bearing Base - Texas State Plane Coordinate System  
South Central Zone

Note: These Field Notes accompany a drawing of same date titled Brown-FM523.



Field Notes written from an actual survey made on the ground in June and July, 2017.

  
STEVE D. ADAMS  
Registered Professional Land Surveyor No. 3666

Brown-FM523-2

ADAMS SURVEYING CO. (Firm #10085400)  
 Steve D. Adams, RPLS 3666  
 Stephen D. Adams, Jr., RPLS 5611  
 Phone (281) 331-3523

P.O. Box 114  
 2004B South Gordon  
 Alvin, TX 77512  
 Fax (281) 331-2182

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FIELD NOTES

1.698 ACRES OF LAND, SITUATED IN THE T. S. LEE SURVEY, ABSTRACT 318, BRAZORIA COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN CALLED 657.17 ACRE TRACT DESCRIBED IN A DEED TO C. F. BROWN, JR., TRUSTEE RECORDED IN BRAZORIA COUNTY CLERK'S FILE 94-038644, SAID 1.698 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod capped "Baker & Lawson" found for the Northeast corner of the herein described tract at the Northwest corner of a 51.658 acre tract described as Part 3 in a deed to Chenango Properties, LLC recorded in Clerk's File 2009004723, said point being in the South line of a 30.88 acre tract described as Parcel 5-E in a deed to Angleton Drainage District recorded in Volume 1664, Page 303, Deed Records;

THENCE South 02 deg. 24 min. 22 sec. East, along the West line of said 51.658 acre tract, a distance of 62.45 feet to a 5/8 inch iron rod capped "Baker & Lawson" found at the P.C. of a curve to the right;

THENCE along the West line of said 51.658 acre tract, following said curve to the right having a Radius of 550.0 feet, Central Angle of 13 deg. 17 min. 39 sec., Chord Bearing and Distance of South 04 deg. 14 min. 28 sec. West - 127.33 feet, for an arc distance of 127.62 feet to a 5/8 inch iron rod capped "Baker & Lawson" found at the P.T. of said curve;

THENCE South 10 deg. 53 min. 17 sec. West, along the West line of said 51.658 acre tract, a distance of 562.32 feet to a 5/8 inch iron rod capped "Baker & Lawson" found for the Southeast corner of the herein described tract at the Southwest corner of said 51.658 acre tract, said point being in the North right-of-way line of F. M. 523 (200.0 feet wide);

THENCE in a Northwesterly direction, along the North right-of-way line of F. M. 523, following a curve to the right having a Radius of 3719.83 feet, Central Angle of 01 deg. 32 min. 25 sec., Chord Bearing and Distance of North 79 deg. 06 min. 43 sec. West - 100.0 feet, for an arc distance of 100.0 feet to a 5/8 inch iron rod capped "Baker & Lawson" found for the Southwest corner of the herein described tract at the Southeast corner of a 3.044 acre tract described as Part 2 in said Chenango Properties deed;

THENCE North 10 deg. 53 min. 17 sec. East, along the East line of said 3.044 acre tract, a distance of 562.32 feet to a 5/8 inch iron rod capped "Baker & Lawson" found at the P.C. of a curve to the left;



Page 2 of Field Notes on 1.698 acres of land

THENCE along the East line of said 3.044 acre tract, following said curve to the left having a Radius of 450.0 feet, Central Angle of 13 deg. 17 min. 39 sec., Chord Bearing and Distance of North 04 deg. 14 min. 28 sec. East - 104.18 feet, for an arc distance of 104.41 feet to a 5/8 inch iron rod capped "Baker & Lawson" found at the P.T. of said curve;

THENCE North 02 deg. 24 min. 22 sec. West, along the East line of said 3.044 acre tract, a distance of 59.33 feet to a 5/8 inch iron rod capped "Baker & Lawson" found for the Northwest corner of the herein described tract at the Northeast corner of said 3.044 acre tract, said point being in the South line of the aforementioned Parcel 5-E;

THENCE North 85 deg. 48 min. 27 sec. East, along the South line of Parcel 5-E, a distance of 100.05 feet to the PLACE OF BEGINNING and containing 1.698 acres of land.

Bearing Base - Texas State Plane Coordinate System  
South Central Zone

Note: These Field Notes accompany a drawing of same date titled Brown-FM523.



Field Notes written from an actual survey made on the ground in June and July, 2017.

*[Signature]*  
STEVE D. ADAMS  
Registered Professional Land Surveyor No. 3666

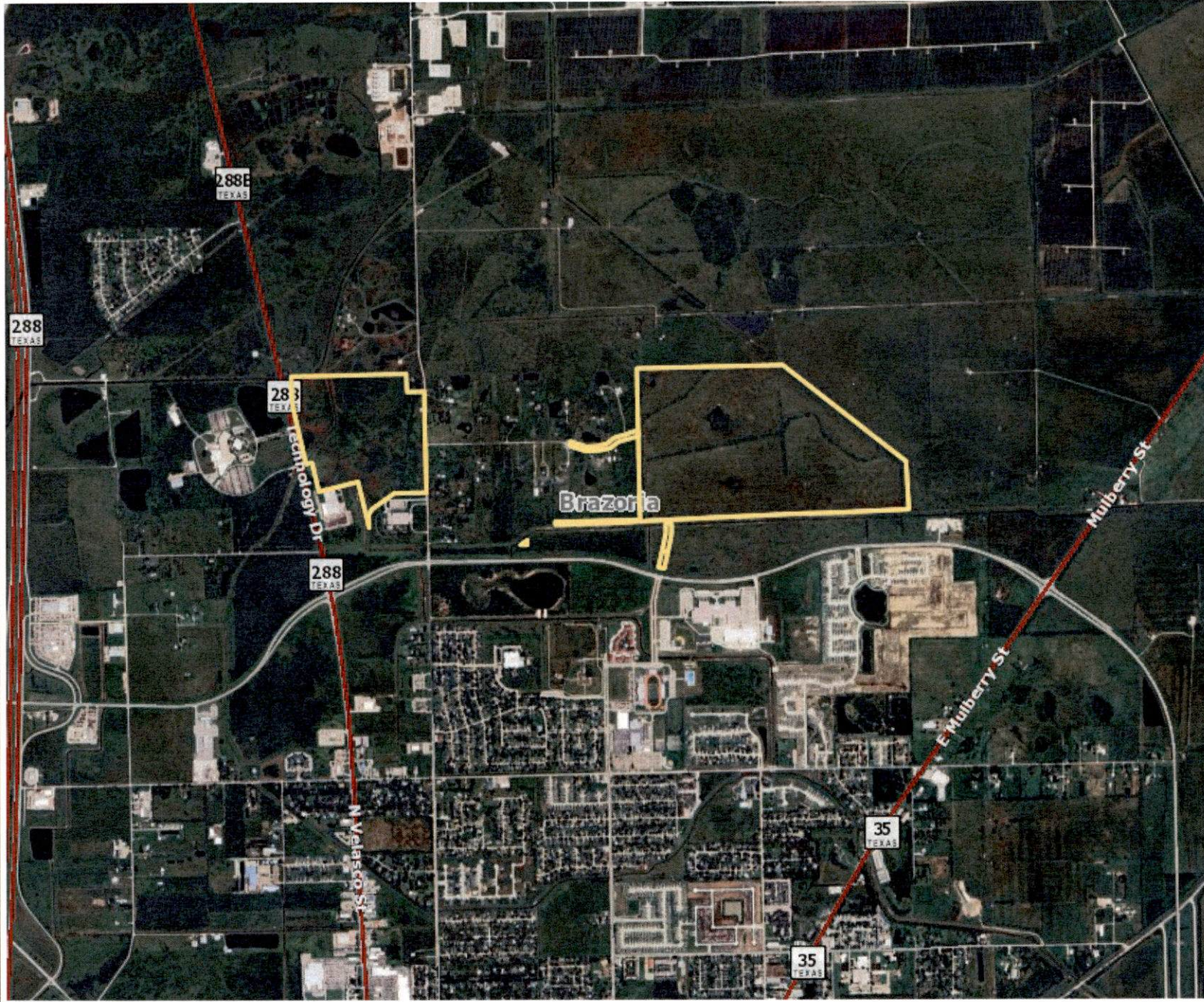
Brown-FM523-3

**EXHIBIT A**



**Exhibit B**  
**Map of the Property**





### Legend

- 2025 ULDC Zoning**
- ER, Estate Residential
  - SR, Suburban Residential
  - MR, Mixed Residential
  - UR, Urban Residential
  - AR, Alternative Residential
  - MUN, Mixed-Use Neighborhood
  - NC, Neighborhood Commercial
  - GC, General Commercial
  - FC, Freeway Commercial
  - LI, Light Industrial
  - HI, Heavy Industrial
  - OR, Open Space / Recreation
  - PUD, Planned Unit Developer
  - DOD, Drilling Overlay
  - DTA-FLX, Downtown Arts Flex
  - DTA-MS, Downtown Arts Main Street
  - SJ-MS, San Jacinto Main Street
  - SJ-3, San Jacinto 3
  - SJ-FLX, San Jacinto Flex
- TX Highways**
- Interstate
  - US Hwy
  - State Hwy
  - Beltway
  - Expressway
  - Loop
  - Parkway
  - Spur
  - Tollway
  - Turnpike
- TX Arterials
- County Boundaries

### Land Advisors

**Land Advisors Organization**  
820 Gessner Road, Suite 950  
Houston, Texas 77024  
Phone: 713.647.7800  
Fax: 713.647.7830

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



© Land Advisors Organization  
www.landadvisors.com 12/4







LEGEND

- X — BARBED-WIRE FENCE
- — CHAIN-LINK FENCE
- C.C.F. NO. = COUNTY CLERK'S FILE NO.
- D.R.B.C.T. = DEED RECORDS OF BRAZORIA COUNTY TEXAS
- P.R.B.C.T. = PLAT RECORDS OF BRAZORIA COUNTY TEXAS
- O.R.B.C.T. = OFFICIAL RECORDS OF BRAZORIA COUNTY TEXAS
- R.O.W. = RIGHT-OF-WAY
- W.C.A.P. = PLASTIC CAP STAMPED "BAKER & LAWSON"
- IR = IRON ROD
- IP = IRON PIPE
- ⊙ = FOUND MONUMENT AS NOTED
- = CALCULATED POINT
- C — CENTERLINE

**NOTE**  
50' B.L. = A 50' BUILDING SET BACK LINE AS DESCRIBED IN VOLUME 1604, PAGE 639 D.R.B.C.T.

DESCRIPTION OF 107.483 ACRE TRACT

BEING A 107.483 ACRE TRACT OF LAND IN THE JOSE DE JESUS VALDERAS SURVEY, ABSTRACT NO. 380 AND IN THE JOHN W. CLOUD LEAGUE, ABSTRACT NO. 169, BRAZORIA COUNTY, TEXAS; SAID 107.483 ACRE TRACT BEING A PORTION OF A CALLED 338.705 ACRE TRACT CONVEYED TO SUGAR CREEK BAPTIST CHURCH FROM INTERMEDICS, INC. BY DEED RECORDED UNDER COUNTY CLERKS FILE NO. 2004075629 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.), SAID 107.483 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete right-of-way (R.O.W.) monument found at the intersection of the west R.O.W. line of County Road 48 (80 feet width) with the north R.O.W. line of F.M. Highway 523 (200 feet width); the north R.O.W. line of F.M. Highway 523 being a curve to the left having a radius of 2,100.00 feet;

THENCE, in a westerly direction, along the south line of the herein described tract and the north R.O.W. line of F.M. Highway 523, along said curve to the left having a radius of 2,100.00 feet, a central angle of 01° 09' 37", an arc distance of 42.53 feet, and a chord bearing and distance of S 88° 32' 56" W and 42.53 feet to a 1/2-inch iron rod found at the southeast corner of a 4.866 acre tract conveyed to Angleton Drainage District from Sulzermedico USA, Inc. by Gift Deed dated April 12, 1996 and recorded under County Clerk's File No. 96-013461 of the O.R.B.C.T.;

THENCE N 38° 54' 08" W along the most easterly east line of said 4.866 acre tract, a distance of 209.59 feet to a 5/8-inch iron rod with plastic cap stamped "BAKER & LAWSON" found marking the most easterly northeast corner of said 4.866 acre tract;

THENCE N 89° 54' 00" W along the most easterly north line of said 4.866 acre tract, a distance of 855.96 feet to a 5/8-inch iron rod with plastic cap stamped "BAKER & LAWSON" found marking an interior corner of said 4.866 acre tract;

THENCE N 00° 05' 07" W along an east line of said 4.866 acre tract, a distance of 7.01 feet to a 1/2-inch iron rod found marking the southwest corner of a 20.00 acre tract conveyed to Angleton Independent School District from Intermedics, Inc. by Special Warranty Deed dated March 7, 1990 and recorded in Volume (90)822, Page 573 of the O.R.B.C.T.; said corner being on the north line of a platted 50 foot road (unimproved) according to the plat recorded in Volume 78, Page 573 of the Deed Records of Brazoria County, Texas (D.R.B.C.T.);

THENCE N 89° 58' 35" E along the south line of said 20.00 acre tract and the north line of said 50 foot platted road, a distance of 1,029.85 feet to a 5/8-inch iron rod with plastic cap stamped "BAKER & LAWSON" found marking the southeast corner of said 20.00 acre tract; some being on the west R.O.W. line of County Road 48;

THENCE N 00° 05' 07" W along the east line of said 20.00 acre tract and the west R.O.W. line of County Road 48, a distance of 920.00 feet to a 1/2-inch iron rod found marking the northeast corner of said 20.00 acre tract;

THENCE S 89° 58' 35" W along the north line of said 20.00 acre tract, a distance of 340.46 feet to a 5/8-inch iron rod found marking the point of curvature of a tangent curve to the left having a radius of 820.00 feet;

THENCE in a westerly direction, continuing along the north line of said 20.00 acre tract, along said curve to the left having a radius of 820.00 feet, a central angle of 50° 04' 02", an arc distance of 716.55 feet, and a chord bearing and distance of S 64° 56' 34" W and 693.97 feet to a 5/8-inch iron rod with plastic cap stamped "BAKER & LAWSON" found marking the point of tangency of said curve;

THENCE S 39° 54' 33" W along the northwest line of said 20.00 acre tract, a distance of 93.82 feet to a 1/2-inch iron rod found marking the northwest corner of said 20.00 acre tract;

THENCE S 00° 05' 07" E along the west line of said 20.00 acre tract, a distance of 176.64 feet to a 1/2-inch iron rod found marking a corner at an angle point on the east line of said 4.866 acre tract;

THENCE N 12° 18' 42" W along the east line of said 4.866 acre tract, a distance of 825.06 feet to a 1/2-inch iron rod found marking the northeast corner of said 4.866 acre tract;

THENCE S 77° 41' 18" W along the north line of said 4.866 acre tract, a distance of 80.00 feet to a 1/2-inch iron rod found marking the northeast corner of said 4.866 acre tract; some being the northeast corner of an 18.908 acre tract conveyed to Benchmark Electronics, Inc. from Intermedics Inc. by warranty deed dated January 21, 1994 and recorded under County Clerk's File No. 94-002599 of the O.R.B.C.T.;

THENCE S 77° 41' 18" W along the north line of said 18.908 acre tract, a distance of 753.60 feet to a 1/2-inch iron rod found marking the northeast corner of said 18.908 acre tract; some being on the east R.O.W. line of B.S. Highway 288B;

THENCE N 12°18'42" W along the east R.O.W. of B.S. Highway 288B, at 2,014.76 feet passing a 5/8-inch iron rod with plastic cap stamped "BAKER & LAWSON" found in the centerline of the Angleton Protection Levee, continuing a total distance of 2,059.76 feet to a point in a ditch on the south boundary line of the Shubal Marsh Survey, Abstracts 81 and 82, and the north line of said John W. Cloud League for the northeast corner of the herein described tract;

THENCE N 89° 54' 54" E along said ditch and the north line of said John W. Cloud League, the south line of said Shubal Marsh Survey, at approximately 450 feet depart said ditch, and continuing for a total distance of 2,165.47 feet to a 1/2-inch iron rod found marking the northeast corner of the herein described tract; some being the northeast corner of a 2.50 acre tract conveyed to Elsie Avitts from Paul O'Tarrell by deed dated October 6, 1999 and recorded under County Clerk's File No. 99-045808 of the O.R.B.C.T.; a bent one and 1/4-inch iron pipe found marking the southeast corner of the Morris Stern Survey, Abstract No. 734 bears N 89° 54' 54" E, 207.30 feet;

THENCE S 00° 05' 07" E along a northerly east line of said 338.705 acre tract and the west line of said 2.50 acre tract, a distance of 330.00 feet to a 1/2-inch iron rod found marking the southwest corner of said 2.50 acre tract;

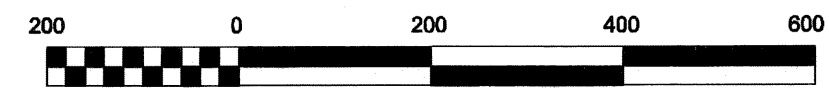
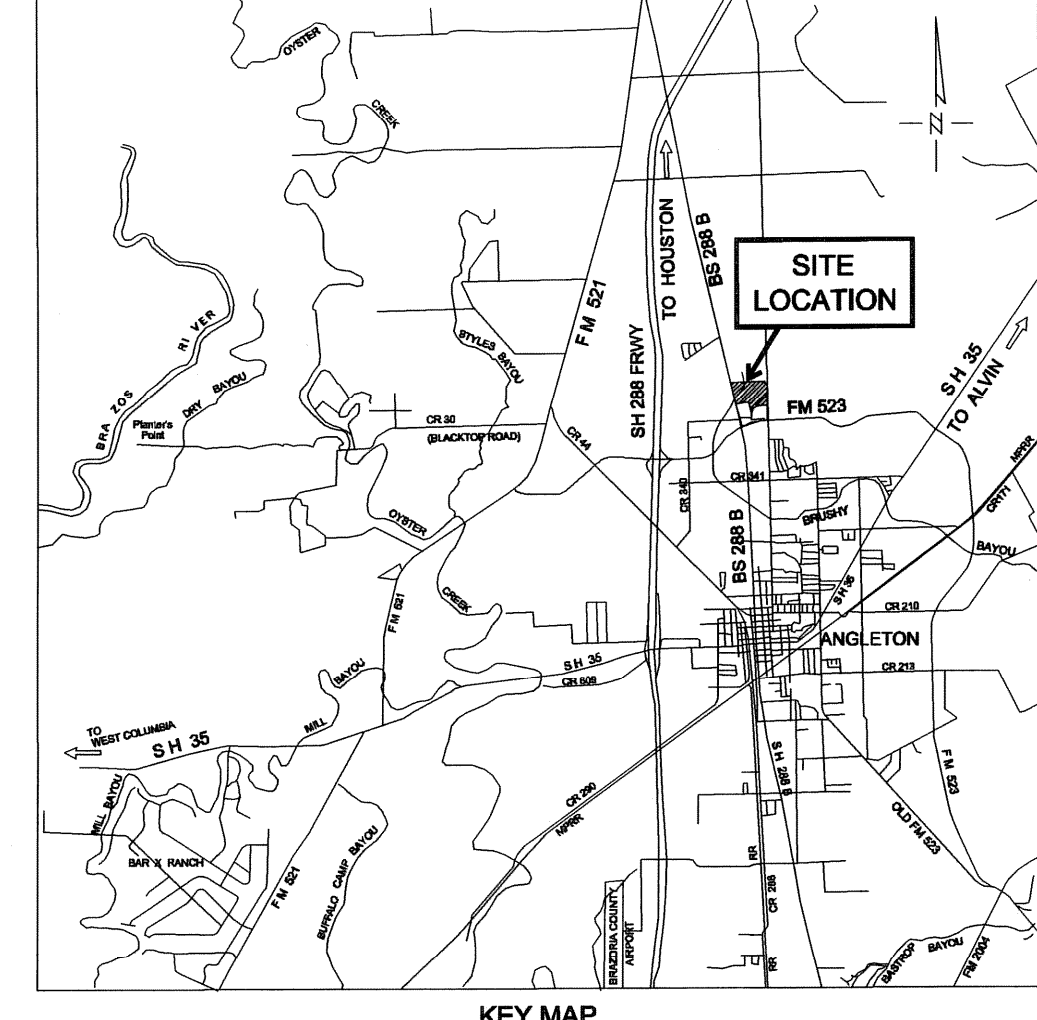
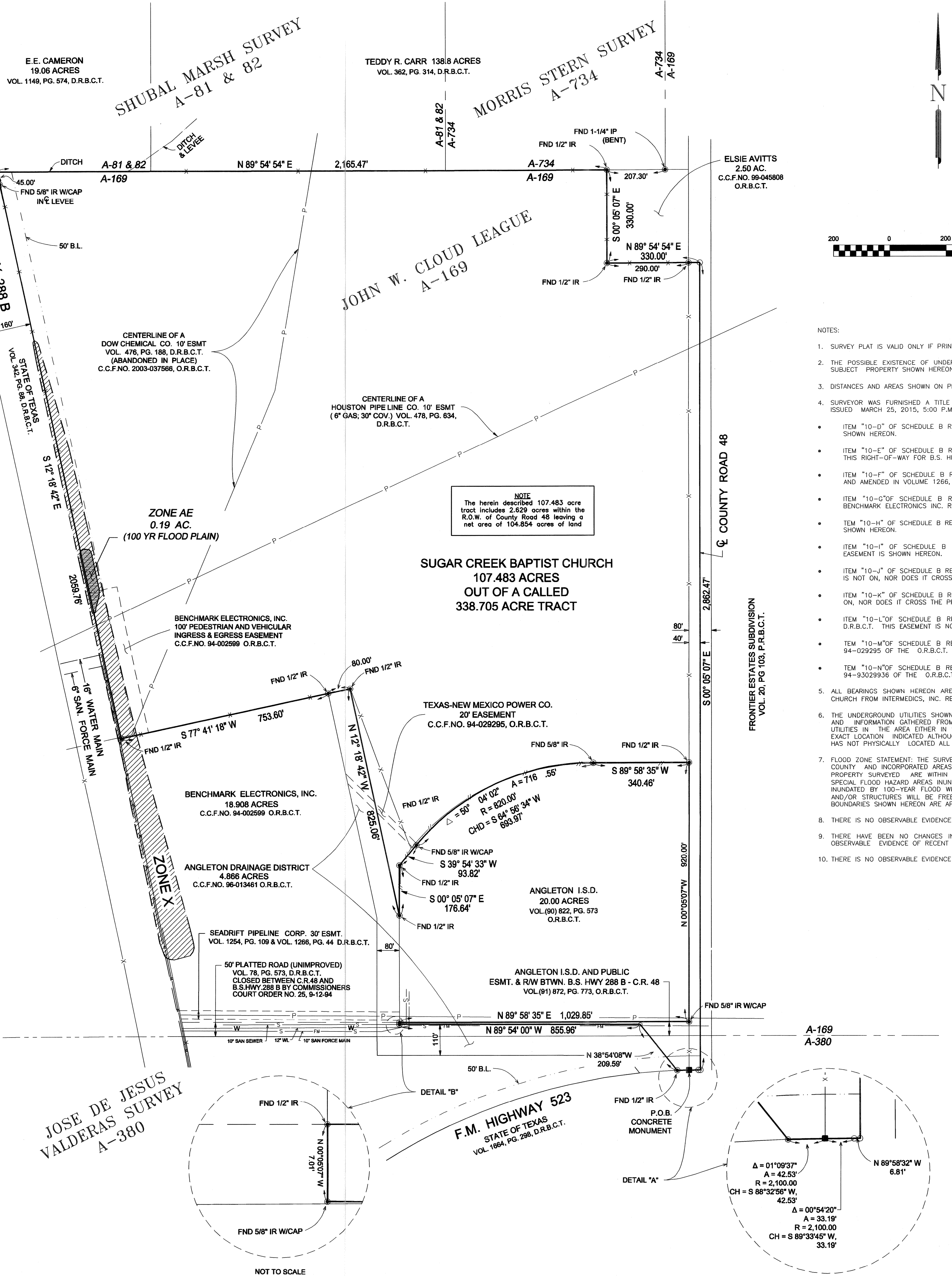
THENCE N 89° 54' 54" E along a south line of said 2.50 acre tract, at 290.00 feet pass a 1/2-inch iron rod found on the west R.O.W. line of County Road 48, and continuing for a total distance of 330.00 feet to a point for a corner of the herein described tract at the centerline of County Road 48;

THENCE S 00° 05' 07" E along the east line of the herein described tract the same being the centerline of County Road 48, a distance of 2,862.47 feet to a point for the southeast corner of the herein described tract;

THENCE N 89° 58' 32" W along the south line of the herein described tract, a distance of 6.81 feet to a point for the point of curvature of a curve to the left having a radius of 2,100.00 feet;

THENCE in a westerly direction, along the south line of the herein described tract, along said curve to the left having a radius of 2,100.00 feet, a central angle of 00° 54' 20", an arc distance of 33.19 feet, and a chord bearing and distance of S 89° 33' 45" W and 33.19 feet to the POINT OF BEGINNING and containing 107.483 acres (or 4,681,959.48 square feet) of land. The herein described 107.483 acre tract includes 2,629 acres within the R.O.W. of County Road 48 leaving a net area of 104,854 acres of land. This description is based on a survey performed on the ground by Baker & Lawson, Inc. and is prepared along with a survey plat of the property surveyed.

The bearings used in this description are referenced to the description of said 338.705 acre tract;



- NOTES:
- SURVEY PLAT IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE PRESENT
  - THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON.
  - DISTANCES AND AREAS SHOWN ON PROPERTY SURVEYED ARE SUBJECT TO A CORNER POSITIONAL TOLERANCE OF 1:10,000 + 0.10'.
  - SURVEYOR WAS FURNISHED A TITLE COMMITMENT ISSUED BY GREAT AMERICAN TITLE COMPANY, FILE NO. 30659-GAT81, WITH EFFECTIVE DATE OF MARCH 20, 2015, ISSUED MARCH 25, 2015, 5:00 P.M.
  - ITEM "10-D" OF SCHEDULE B REFERENCES A ROAD EASEMENT REFLECTED BY PLAT RECORDED IN VOLUME 78, PAGE 572 OF THE D.R.B.C.T. THIS EASEMENT IS SHOWN HEREON.
  - ITEM "10-E" OF SCHEDULE B REFERENCES A ROAD RIGHT-OF-WAY CONVEYED TO THE STATE OF TEXAS RECORDED IN VOLUME 342, PAGE 88 OF THE D.R.B.C.T. THIS RIGHT-OF-WAY FOR B.S. HIGHWAY 288B IS SHOWN HEREON.
  - ITEM "10-F" OF SCHEDULE B REFERENCES AN EASEMENT GRANTED TO SEADRIFT PIPELINE COMPANY RECORDED IN VOLUME 1254, PAGE 109 OF THE D.R.B.C.T. AND AMENDED IN VOLUME 1268, PAGE 44 OF THE D.R.B.C.T. THIS EASEMENT IS SHOWN HEREON.
  - ITEM "10-H" OF SCHEDULE B REFERENCES AN EASEMENT GRANTED TO DOW CHEMICAL COMPANY IN VOLUME 476, PAGE 188 OF THE D.R.B.C.T. THIS EASEMENT IS SHOWN HEREON.
  - ITEM "10-I" OF SCHEDULE B REFERENCES AN EASEMENT GRANTED TO HOUSTON PIPELINE COMPANY IN VOLUME 478, PAGE 634 OF THE D.R.B.C.T. THIS EASEMENT IS SHOWN HEREON.
  - ITEM "10-J" OF SCHEDULE B REFERENCES AN EASEMENT GRANTED TO LOVACA GATHERING COMPANY IN VOLUME 834, PAGE 121 OF THE D.R.B.C.T. THIS EASEMENT IS NOT ON, NOR DOES IT CROSS THE PROPERTY SURVEYED.
  - ITEM "10-K" OF SCHEDULE B REFERENCES AN EASEMENT GRANTED TO VALLEY PIPE LINES IN VOLUME 858, PAGE 923 OF THE D.R.B.C.T. THIS EASEMENT IS NOT ON, NOR DOES IT CROSS THE PROPERTY SURVEYED.
  - ITEM "10-L" OF SCHEDULE B REFERENCES AN EASEMENT GRANTED TO TEXAS-NEW MEXICO POWER COMPANY, RECORDED IN VOLUME 953, PAGE 413 OF THE D.R.B.C.T. THIS EASEMENT IS NOT ON, NOR DOES IT CROSS THE PROPERTY SURVEYED.
  - ITEM "10-M" OF SCHEDULE B REFERENCES AN EASEMENT GRANTED TO TEXAS-NEW MEXICO POWER COMPANY, RECORDED UNDER COUNTY CLERKS FILE NUMBER 94-029295 OF THE O.R.B.C.T. THIS EASEMENT IS SHOWN HEREON.
  - ITEM "10-N" OF SCHEDULE B REFERENCES AN EASEMENT GRANTED TO TEXAS-NEW MEXICO POWER COMPANY, RECORDED UNDER COUNTY CLERKS FILE NUMBER 94-93029936 OF THE O.R.B.C.T. THIS EASEMENT IS NOT ON, NOR DOES IT CROSS THE PROPERTY SURVEYED.
  - ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE DESCRIPTION OF SAID 338.705 ACRE TRACT IN THE DEED OF CONVEYANCE TO SUGAR CREEK BAPTIST CHURCH FROM INTERMEDICS, INC. RECORDED UNDER COUNTY CLERK'S FILE NO. 2004075629 OF THE O.R.B.C.T.
  - THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, PERSONAL KNOWLEDGE OF THE EXISTENCE OF UNDERGROUND UTILITIES AND INFORMATION GATHERED FROM PREVIOUS SURVEYS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL THE UNDERGROUND UTILITIES.
  - FLOOD ZONE STATEMENT: THE SURVEYOR NAMED HEREON HAS EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY AND INCORPORATED AREAS: MAP NUMBERS 4803900430 H AND 4803900435 H, BOTH WITH EFFECTIVE DATE OF JUNE 5, 1989 INDICATE THAT PORTIONS OF THE PROPERTY SURVEYED ARE WITHIN THE FOLLOWING ZONES: (1) ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN; (2) ZONE "A", SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED; AND (3) ZONE "AE", SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT ANY OF THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. (2) FLOOD ZONE BOUNDARIES SHOWN HEREON ARE APPROXIMATE AS SCALED FROM THE REFERENCED FLOOD INSURANCE RATE MAPS.
  - THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
  - THERE HAVE BEEN NO CHANGES IN STREET RIGHT-OF-WAY LINES. SURVEYOR KNOWS OF NO PROPOSED CHANGES IN STREET RIGHT-OF-WAY. THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
  - THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

**NOTE**  
The herein described 107.483 acre tract includes 2,629 acres within the R.O.W. of County Road 48 leaving a net area of 104,854 acres of land.

**ZONE AE**  
0.19 AC.  
(100 YR FLOOD PLAIN)

**ZONE X**

I, JOSHUA A. MCGINN, HEREBY CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM, AND NSPS IN 1999, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7A, 8, 9, 10, 11B, 13, 14, 15 AND 16 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION, AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES" FOR ALTA/ACSM LAND TITLE SURVEYS.

SIGNED: *Joshua A. McGinn* 0330-795  
JOSHUA A. MCGINN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 2061

300 EAST CEDAR ST., ANGLETON, TEXAS 77515  
PHONE: (979) 849-6881 • WWW.BAKERLAWSON.COM  
TBP.LS LICENSED SURVEYING FIRM NO. 10052500

**ALTA / ACSM LAND TITLE SURVEY**  
OF A  
**107.483 ACRE TRACT**  
SITUATED IN THE  
**JOHN W. CLOUD LEAGUE, A-169 &  
THE J. DE J. VALDERAS SURVEY, A-380,**  
**BRAZORIA COUNTY, TEXAS**  
OUT OF A  
**338.705 ACRE TRACT**  
RECORDED IN  
**C.C.F. NO. 2004075629, O.R.B.C.T.**



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** 1/28/25

**PREPARED BY:** Kyle Reynolds

**AGENDA CONTENT:** Update and discussion on business signs damaged from Hurricane Beryl.

**AGENDA ITEM SECTION:** Regular Agenda

---

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Status update on business signs damaged from Hurricane Beryl.

**RECOMMENDATION:**

N/A



<b>BUSINESS NAME</b>	<b>ADDRESS</b>	<b>STATUS</b>
Aaron's	1846 N. Velasco	Complete
China Buffet	1227 N. Velasco	Signage removed/Demo
McDonald's	1716 N. Velasco	Complete
TGB	1717 N. Velasco	Complete
Puerto Vallarta	1708 N. Velasco	Complete
America' Best Value Inn	235 N. Velasco	Signage removed/Changed name
MF Nail Strip	1121 N. Velasco	Complete
Ace Cash Express	1103 N. Velasco	Letter sent/Waiting on correction
Peter's Cut Rate	1036 N. Velasco	Citation
Anna's House Boutique	518 E. Mulberry	Signage removed
Old Pizza Hut	911 E. Mulberry	Old sign will be reused
H&S Gun Club	2301 E. Mulberry	Off premise sign removed
Nina's	621 W. Mulberry	Complete
Early Bird	500 W Mulberry	Removing sign
Jeter's Antiques	2300 E. Mulberry	Off premise sign removed
Old Budget Inn	2209 E. Mulberry	Old signage removed
TLC-HCS	933 E. Mulberry	Signage removed
Clark Realty	1100 N. Velasco	Complete
Old Shell/Quick Quack Carwash	1722 N. Velasco	Old signage removed
China Wok	630 N. Velasco	Complete
County Seat Barber	1228 E. Mulberry	Signage removed
Old Hamilton Studio	2038 E. Mulberry	One pole coming down
UTMB Health	2323 E. Mulberry	Sign staying
Label Warehouse	1220 E. Mulberry	Citation
Old Baytown Seafood	1527 E. Mulberry	Old pole will be reused
Veterinary Medical Center	2609 N. Velasco	Complete
Diaz Roofing	2329 E. Mulberry	Complete
First State Bank	2904 N. Velasco	Waiting on new sign
King Dollar	1201. N. Velasco	New community sign
Duran's BBQ	2024 E. Mulberry	New owners
Dixon Funeral Home	2025 E. Mulberry	Waiting on new sign
Jack in the Box	839 E. Mulberry	Waiting on insurance
Burger King	1209 E. Mulberry	Complete
Citywide		Enforcement of banner flags



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** January 28, 2025  
**PREPARED BY:** Lupe Valdez  
**AGENDA CONTENT:** Annual Racial Profiling Report  
**AGENDA ITEM SECTION:** Consent Agenda

---

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

**EXECUTIVE SUMMARY:**

Annual Racial Profiling Report is required by state law to be submitted to the city council and the state prior to March 1, 2025. APD contracts with Del Carmen Consulting to audit our compliance with the racial profiling law and the report is attached.

**RECOMMENDATION:**

Accept report as submitted

# ANGLETON

## Police Department

# RACIAL PROFILING REPORT

2024



DEL CARMEN  
Consulting, LLC.

LAW ENFORCEMENT EXPERTS



*"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."*

-Quote by Geneva Reed (Mother of Sandra Bland)



January 10, 2025

Angleton City Council  
121 S. Velasco St.  
Angleton, TX 77515

Dear Distinguished Members of the City Council,

The Texas Racial Profiling Law was enacted by the Texas Legislature in 2001, with the intent of addressing the issue of racial profiling in policing. During the last calendar year, the Angleton Police Department, in accordance with the law, has collected and reported traffic and motor vehicle related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified, and additional requirements were implemented. Further, in 2017 the Sandra Bland Act was passed and signed into law (along with HB 3051, which introduced new racial and ethnic designations). The Sandra Bland Law currently requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. I am pleased to report that all of these requirements have been met by the Angleton Police Department and are included in this report.

In this annual report, you will find three sections with information on motor vehicle-related contacts. In addition, when applicable, documentation is included which demonstrates the way the Angleton Police Department has complied with the Texas Racial Profiling Law. In section one, you will find the table of contents. Section two documents compliance by the Angleton Police Department relevant to the requirements established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

Section three contains statistical data relevant to contacts (as defined by the law) which were made during motor vehicle stops that took place between 1/1/24 and 12/31/24. Further, this section includes the Tier 2 form, which is required to be submitted to TCOLE (Texas Commission on Law Enforcement) and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been fully analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

In the last section of the report, you will find the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE is included. The findings in this report support the Angleton Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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# Public Education on Responding to Compliments and Complaints

## Informing the Public on the Process of Filing a Compliment or Complaint with the Angleton Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Angleton Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Angleton Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Angleton Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Angleton Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Angleton has been included in this report.

It is important to recognize that the Chief of the Angleton Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Angleton Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

# Racial Profiling Course 3256

## Texas Commission on Law Enforcement

September 2001

### Racial Profiling 3256

#### Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

#### Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

**Target Population:** Licensed law enforcement personnel in Texas

**Prerequisites:** Experience as a law enforcement officer

**Length of Course:** A suggested instructional time of 4 hours

**Material Requirements:** Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

**Instructor Qualifications:** Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

#### Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

#### Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

## Racial Profiling 3256

### 1.0 RACIAL PROFILING AND THE LAW

**1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.**

**1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.**

#### Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

#### A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

#### B. Not prima facie evidence

#### C. Feasibility of use of video equipment

#### D. Data does not identify officer

#### E. Copy of complaint-related video evidence to officer in question

#### F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

#### G. Compilation and analysis of data

#### H. Exemption from reporting - audio/video equipment

#### I. Officer non-liability

#### J. Funding

#### K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) - see legislation 77R-SB1074



**1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.**

**A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)**

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

**B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)**

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

**C. Other cases**

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



## **2.0 RACIAL PROFILING AND THE COMMUNITY**

**2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.**

**2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.**

A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.

B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole.

C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.

D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.

E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.



### 3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

**3.1 UNIT GOAL:** The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

**3.1.1 LEARNING OBJECTIVE:** The student will be able to identify elements of a racially motivated traffic stop.

- A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements
- B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)
- C. A typical traffic stop resulting from racial profiling
1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
  2. The driver and passengers are questioned about things that do not relate to the traffic violation
  3. The driver and passengers are ordered out of the vehicle
  4. The officers visually check all observable parts of the vehicle
  5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
  6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)





**3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.**

- A. Drug courier profile (adapted from a profile developed by the DEA)
1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
  2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
  3. Vehicle is rented
  4. Driver is a young male, 20-35
  5. No visible luggage, even though driver is traveling
  6. Driver was over-reckless or over-cautious in driving and responding to signals
  7. Use of air fresheners
- B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

**3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.**

- A. Thinking about the totality of circumstances in a vehicle stop
- B. Vehicle exterior
1. Non-standard repainting (esp. on a new vehicle)
  2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
  3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
  4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)
- C. Pre-stop indicators
1. Not consistent with traffic flow
  2. Driver is overly cautious, or driver/passengers repeatedly look at police car
  3. Driver begins using a car- or cell-phone when signaled to stop
  4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)
- D. Vehicle interior
1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
  2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

**Resources**

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074:



# Report on Compliments and Racial Profiling Complaints



## Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/24-12/31/24 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Angleton Police Department has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/24-12/31/24.

### **Complaints Filed for Possible Violations of The Texas Racial Profiling Law**

<b>Complaint Number</b>	<b>Alleged Violation</b>	<b>Disposition of the Case</b>

<b>Additional Comments:</b>

## Tables Illustrating Motor Vehicle-Related Contacts

### TIER 2 DATA

#### TOTAL STOPS: 8,572

#### STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	6,345
US Highway	10
State Highway	2,021
County Road	31
Private Property	165

#### WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	25
No	8,547

#### RACE OR ETHNICITY

Alaska Native/American Indian	40
Asian/Pacific Islander	101
Black	1,630
White	4,609
Hispanic/Latino	2,192

#### GENDER

#### Female Total: 3,662

Alaska Native/American Indian	8
Asian/Pacific Islander	35
Black	641
White	2,138
Hispanic/Latino	840

#### Male Total: 4,910

Alaska Native/American Indian	32
Asian/Pacific Islander	66
Black	989
White	2,471
Hispanic/Latino	1,352

#### REASON FOR STOP?

#### Violation of Law Total: 36

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	23
Hispanic/Latino	11

#### Pre-existing Knowledge Total: 22

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	5
White	11
Hispanic/Latino	6

#### Moving Traffic Violation Total: 5,752

Alaska Native/American Indian	31
Asian/Pacific Islander	84
Black	1,063
White	3,115
Hispanic/Latino	1,459

## TIER 2 DATA

### Vehicle Traffic Violation Total: 2,762

Alaska Native/American Indian	9
Asian/Pacific Islander	17
Black	560
White	1,460
Hispanic/Latino	716

### Contraband (in plain view) Total: 3

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	2

### WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	0	40
Asian/Pacific Islander	2	99
Black	69	1,561
White	78	4,531
Hispanic/Latino	56	2,136
<b>TOTAL</b>	<b>205</b>	<b>8,367</b>

### Probable Cause Total: 119

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	54
White	35
Hispanic/Latino	29

### Inventory Total: 40

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	9
White	19
Hispanic/Latino	12

### REASON FOR SEARCH?

#### Consent Total: 24

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	4
White	12
Hispanic/Latino	7

### Incident to Arrest Total: 19

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	11
Hispanic/Latino	6

## TIER 2 DATA

### WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	2
Black	39	30
White	44	34
Hispanic/Latino	31	25
<b>TOTAL</b>	<b>114</b>	<b>91</b>

### Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	0
Black	12	27
White	14	30
Hispanic/Latino	11	20
<b>TOTAL</b>	<b>37</b>	<b>77</b>

### DESCRIPTION OF CONTRABAND

#### Drugs Total: 69

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	27
White	22
Hispanic/Latino	20

#### Currency Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

#### Weapons Total: 8

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	4
White	4
Hispanic/Latino	0

#### Alcohol Total: 34

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	12
White	14
Hispanic/Latino	8



## TIER 2 DATA

### Stolen Property Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	0
Hispanic/Latino	0

### Other Total: 21

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	15
Hispanic/Latino	3

### RESULT OF THE STOP

#### Verbal Warning Total: 509

Alaska Native/American Indian	6
Asian/Pacific Islander	9
Black	87
White	321
Hispanic/Latino	86

#### Written Warning Total: 5,044

Alaska Native/American Indian	23
Asian/Pacific Islander	55
Black	976
White	2,894
Hispanic/Latino	1,096

### Citation Total: 2,882

Alaska Native/American Indian	11
Asian/Pacific Islander	36
Black	528
White	1,337
Hispanic/Latino	970

### Written Warning and Arrest Total: 53

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	16
White	25
Hispanic/Latino	11

### Citation and Arrest Total: 68

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	19
White	24
Hispanic/Latino	25

### Arrest Total: 16

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	4
White	8
Hispanic/Latino	4

## TIER 2 DATA

### ARREST BASED ON

#### Violation of Penal Code Total: 59

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	15
White	29
Hispanic/Latino	15

#### Violation of Traffic Law Total: 50

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	17
White	16
Hispanic/Latino	17

#### Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

#### Outstanding Warrant Total: 28

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	7
White	12
Hispanic/Latino	8

### Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	40
Asian/Pacific Islander	0	101
Black	0	1,630
White	0	4,609
Hispanic/Latino	0	2,192
<b>TOTAL</b>	<b>0</b>	<b>8,572</b>

# Tables Illustrating Motor Vehicle Related Contact Data

Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
<b>Alaska Native/ American Indian</b>	40	11	6	23	0%	0%	1%	0%
<b>Asian/ Pacific Islander</b>	101	36	9	55	1%	1%	2%	1%
<b>Black</b>	1,630	547	87	976	19%	19%	17%	19%
<b>White</b>	4,609	1,361	321	2,894	54%	46%	63%	57%
<b>Hispanic/ Latino</b>	2,192	995	86	1,096	26%	34%	17%	22%
<b>TOTAL</b>	8,572	2,950	509	5,044	100%	100%	100%	100%



**Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison**

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
<b>Alaska Native/American Indian</b>	0%	0%
<b>Asian/Pacific Islander</b>	1%	6%
<b>Black</b>	19%	26%
<b>White</b>	54%	50%
<b>Hispanic/Latino</b>	26%	17%
<b>TOTAL</b>	100%	99%

**Table 3. Motor Vehicle Searches and Arrests.**

Race/Ethnicity	Searches	Consent Searches	Arrests
<b>Alaska Native/American Indian</b>	0	0	0
<b>Asian/Pacific Islander</b>	2	1	1
<b>Black</b>	69	4	39
<b>White</b>	78	12	57
<b>Hispanic/Latino</b>	56	7	40
<b>TOTAL</b>	205	24	137

**Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury**

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop

**Table 5. Search Data**

Race/Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/American Indian	0	0	0	0	0%	0%	0%	0%
Asian/Pacific Islander	2	0	2	1	1%	0%	2%	1%
Black	69	39	30	39	34%	34%	33%	28%
White	78	44	34	57	38%	39%	37%	42%
Hispanic/Latino	56	31	25	40	27%	27%	27%	29%
<b>TOTAL</b>	205	114	91	137	100%	100%	100%	100%

**Table 6. Report on Audits.**

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/24-12/31/24.

<b>Audit Data</b>	<b>Number of Data Audits Completed</b>	<b>Date of Completion</b>	<b>Outcome of Audit</b>
1	1	03/01/24	Data was valid and reliable
2	1	06/01/24	Data was valid and reliable
3	1	09/01/24	Data was valid and reliable
4	1	12/01/24	Data was valid and reliable

<b>ADDITIONAL COMMENTS:</b>

**Table 7. Instance Where Force Resulted in Bodily Injury.**

<b>Race/Ethnicity</b>	<b>Number</b>	<b>Percent</b>
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	0	0%
White	0	0%
Hispanic/Latino	0	0%
<b>TOTAL</b>	0	0%



Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	0	0	1	0%	0%	0%	4%
Black	15	17	0	7	25%	34%	0%	25%
White	29	16	0	12	49%	32%	0%	43%
Hispanic/ Latino	15	17	0	8	25%	34%	0%	29%
<b>TOTAL</b>	59	50	0	28	100%	100%	0%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	0	0	0%	0%	0%
Asian/ Pacific Islander	2	0	0%	1%	0%
Black	69	39	57%	34%	34%
White	78	44	56%	38%	39%
Hispanic/Latino	56	31	55%	27%	27%

## Analysis and Interpretation of Data

As previously noted, in 2001, the Texas Legislature passed Senate Bill 1074, which eventually became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002, and required all police departments in Texas to collect traffic-related data and report this information to their local governing authority by March 1 of each year. This version of the law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle-related contacts in which a citation was issued, or an arrest was made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individuals before detaining them. In addition, it became a requirement that agencies report motor vehicle-related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year. The purpose in collecting and disclosing this information is to determine if police officers in any particular municipality are engaging in the practice of racially profiling minority motorists.

One of the main requirements of the law is that police departments interpret motor vehicle-related data. Even though most researchers would likely agree that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is in fact very difficult to determine if individual police officers are engaging in racial profiling from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As referenced earlier, in 2009 the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1, 2010. The changes included, but are not limited to, the re-definition of a contact to include motor vehicle-related contacts in which a citation was issued, or an arrest was made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. The 2009 law also required adding "Middle Eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1 of each year.

In 2017, the Texas Legislators passed HB 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with police. In addition, the Sandra Bland Act (SB 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

**1. A comparative analysis of the information compiled (under Article 2.133):**

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

**2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.**

In an effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Angleton Police Department commissioned the analysis of its 2024 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2024 motor vehicle-related data. This particular analysis measured, as required by law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians, who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The analysis on the data performed in this report, was based on a comparison of the 2024 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Angleton Police Department agreed with our recommendation to rely in part, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the Angleton Police Department in 2024 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, major civil rights groups in Texas expressed their concern and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). In essence this constitutes a comparison that may result in ecological fallacy. Despite this risk, as noted earlier, the Angleton Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the Houston Baytown CSA.

### **Tier 2 (2024) Motor Vehicle-Related Contact Analysis**

When examining the enhanced and more detailed Tier 2 data collected in 2024, it was evident that most motor vehicle-related contacts were made with Whites, followed by Hispanics. Of those who came in contact with police, most tickets or citations were issued to Whites and Hispanics; this was followed by Blacks. However, in terms of written warnings, most of these were issued to Whites, followed by Hispanics.

While reviewing searches and arrests, the data showed that most searches took place among Whites. When considering all searches, most were consented by Whites and Hispanics, while most custody arrests were also of Whites. Overall, most searches resulted in contraband; of those that produced contraband, most were of Whites; this was followed by Blacks. Of the searches that did not produce contraband, most were of Whites. Most arrests were made of Whites. Most of the arrests that originated from a violation of the penal code involved Whites. Overall, the police department does not report any instances where force was used that resulted in bodily injury.

### **Comparative Analysis**

A comprehensive analysis of the motor vehicle contacts made in 2024 to the census data relevant to the number of “households” in the Houston Baytown CSA who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Blacks, Asians, and American Indians who came in contact with police was the same or lower than the percentage of Black, Asian, and American Indian households in the Houston Baytown CSA that claimed in the last census to have access to vehicles. The opposite was true of Whites and Hispanics. That is, a higher percentage of Whites and Hispanics came in contact with police than the percentage of White and Hispanic households in the Houston Baytown CSA that claimed in the last census to have access to vehicles.

The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Blacks. This was followed by Whites and Hispanics. This means that among all searches performed in 2024, the most significant percentage of these that resulted in contraband was among Blacks. The lowest contraband hit rate was among Asians.

### **Summary of Findings**

As previously noted, the most recent Texas Racial Profiling Law requires that police departments perform data audits in order to validate the data being reported. Consistent with this requirement, the Angleton Police Department has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in Table 6, the audit performed reveals that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings produced as a result of this analysis, it is recommended that the Angleton Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected), which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Angleton Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2025 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive data analysis performed serves as evidence that the Angleton Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of Tier 2 data, and ensures that the practice of racial profiling will not be accepted or tolerated.



# Checklist

The following requirements were met by the Angleton Police Department in accordance with The Texas Racial Profiling Law:

- ✓ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✓ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Angleton Police Department from engaging in racial profiling.
- ✓ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ✓ Provide public education related to the compliment and complaint process.
- ✓ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ✓ Collect, report and analyze motor vehicle data (Tier 2).
- ✓ Commission Data Audits and a Search Analysis.
- ✓ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ✓ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2025.
- ✓ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.



# Legislative & Administrative



# TCOLE GUIDELINES

## Guidelines for Compiling and Reporting Data under Senate Bill 1074

### Background

Senate Bill 1074 of the 77<sup>th</sup> Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of *what* must be accomplished by an agency but allows wide latitude in determining *how* the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

### Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

### Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

## **Standard 2**

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

## **Commentary**

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

## **Standard 3**

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

## Commentary

Senate Bill 1074 from the 77<sup>th</sup> Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

#### **Standard 4**

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

#### **Commentary**

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

#### **Standard 5**

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

#### **Commentary**

None

#### **Standard 6**

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

#### **Commentary**

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

**Standard 7**

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

**Commentary**

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.



# The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.  
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and  
(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;  
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [~~7~~] the date of conviction; and

(9) [~~8~~] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

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President of the Senate

Speaker of the House



I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

\_\_\_\_\_  
Chief Clerk of the House

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

# Modifications to the Original Law

## (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

- (A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);
- (B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);
- (C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);
- (D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION \_\_\_\_\_. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:
  - (A) the race or ethnicity of the individual detained; and
  - (B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and
  - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION \_\_\_\_\_. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race[:

~~{(1) "Race~~] or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle ~~[existed and the facts supporting the existence of that probable cause];~~

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop~~[, including a description of the warning or a statement of the violation charged].~~

SECTION \_\_\_\_\_. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) ~~[means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].~~

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each ~~[local]~~ law enforcement agency shall submit a report containing the incident-based data ~~[information]~~ compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency ~~[in a manner approved by the agency].~~

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities ~~[determine the prevalence of racial profiling by peace officers employed by the agency];~~ and

(B) examine the disposition of motor vehicle ~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from ~~[the]~~ stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION \_\_\_\_\_. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle [~~traffic and pedestrian~~] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [~~traffic and pedestrian~~] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [~~traffic or pedestrian~~] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION \_\_\_\_\_. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION \_\_\_\_\_. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION \_\_\_\_\_. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;



(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION \_\_\_\_\_. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;

(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION \_\_\_\_\_. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION \_\_\_\_\_. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION \_\_\_\_\_. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION \_\_\_\_\_. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

- (a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:
  - (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;  
or

(3) a commission rule.

SECTION \_\_\_\_\_. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

# Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino ~~[, Native American, or Middle Eastern descent]~~.

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino ~~[, or Native American descent]~~.

SECTION 3. This Act takes effect September 1, 2017.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

\_\_\_\_\_  
Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

\_\_\_\_\_  
Governor

# The Sandra Bland Act

## (S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B



or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

### ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

(a) The commission shall:

(1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;

(2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;

(3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;

(4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;

(5) revise, amend, or change rules and procedures if necessary;

(6) provide to local government officials consultation on and technical assistance for county jails;

(7) review and comment on plans for the construction and major modification or renovation of county jails;

(8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;

(9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules

and procedures adopted under this chapter;

(10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;

(11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;

(12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;

(13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;

(14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;

(15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;

(16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:

(A) common issues concerning jail administration;

(B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

- (1) appropriations of money to the fund by the legislature; and
- (2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

- (1) a suicide;
- (2) an attempted suicide;
- (3) a death;
- (4) a serious bodily injury, as that term is defined by

Section 1.07, Penal Code;

- (5) an assault;
- (6) an escape;
- (7) a sexual assault; and
- (8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other



than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

#### ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

- (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
  - (A) civil rights, racial sensitivity, and cultural diversity;
  - (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
  - (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
  - (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
    - (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
    - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

## ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and  
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

\_\_\_\_\_  
Senate Speaker of the House

President of the

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:  
Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:  
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:


\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

\_\_\_\_\_  
Chief Clerk of the House



**ANGLETON  
POLICE DEPARTMENT  
RACIAL PROFILING POLICY**

	<b>ANGLETON POLICE DEPARTMENT</b>	
	<b>Policy 02.01.1 Bias-Based Profiling and Racial Profiling</b>	
	<b>Effective Date: 10/17/2022</b>	<b>Replaces: 02.01.01</b>
	<b>Approved: <u>Guadalupe Valdez</u> Chief of Police</b>	
<b>Reference: TBP 2.01</b>		

**I. PURPOSE**

The purpose of this policy is to reaffirm the commitment of the Angleton Police Department to unbiased policing in all encounters between a police officer and any person; to reinforce procedures that ensure public confidence and mutual trust by providing services in a fair and equitable fashion; and to protect police officers from unwarranted accusations of misconduct when they act within the dictates of this policy and the law.

**II. POLICY**

It is the policy of the Angleton Police Department to police in a proactive manner and to investigate suspected violations of law. Within that mandate, Angleton Police officers shall actively enforce local, state, and federal laws in a responsible and professional manner, without unlawful regard to race, gender, sexual orientation, ethnicity, or national origin. Moreover, the Angleton Police Department strictly prohibits its officers from engaging in bias-based profiling or racial profiling as those terms are defined in this policy.

Two of the fundamental rights guaranteed by the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. Accordingly, Angleton Police officers shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. Finally, bias-based profiling and racial profiling, in particular, are unacceptable policing tactics and are strictly prohibited.

This policy shall not preclude police officers from offering assistance, such as when they observe a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost, or confused. Nor does this policy prohibit an officer from stopping a person suspected of a crime based upon observed actions and/or information received about the person.

This policy applies to all police officers commissioned under the authority of the Angleton Police Department. Moreover, this policy applies to police officers' actions with respect to all persons, whether they are drivers, passengers or pedestrians.

### III. DEFINITIONS

- A. Bias — the selection of an individual based solely on a common trait of a group, including, but not limited to, race, ethnicity, gender, sexual orientation, religion, economic status, age, and/or cultural background.
- B. Bias-Based Profiling — a law enforcement-initiated action, detention or interdiction based solely on a trait common to a group of people, rather than on the individual's behavior and/or information tending to identify the individual as having engaged in criminal activity.
- C. Law Enforcement Agency — means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.
- D. Motor Vehicle Stop — means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- E. Police Officer — any person licensed by the Texas Commission on Law Enforcement Officer Standards and Education and commissioned as a peace officer under the authority of the Angleton Police Department who is defined as a peace officer under Article 2.12 of the Texas Code of Criminal Procedure.
- F. Race or Ethnicity — means of a particular descent, including African, Asian, Caucasian, Hispanic, Middle Eastern or Native American descent. (Alternatively- Alaskan Native or American Indian, Asian or Pacific Islander, Black, Caucasian/White, Hispanic/Latino, or Middle Eastern)
- G. Racial Profiling — a law enforcement-initiated action based solely on an individual's race, ethnicity, and/or national origin, rather than on the individual's behavior and/or information tending to identify the individual as having engaged in criminal activity.

### IV. PROHIBITION (TBP 2.01)

- A. The use of bias-based and/or racial profiling by police officers in any law enforcement encounters with persons viewed as suspects and/or potential suspects in criminal activities is strictly prohibited. The encounters to which this prohibition applies include, but are not limited to, motor vehicle stops, field contacts, and asset seizure and forfeiture operations.
- B. The prohibition against bias-based profiling and racial profiling does not preclude the Angleton Police Department from using race, ethnicity, or national origin as factors in a detention decision. For instance, a suspect's race, ethnicity, or national origin may be legitimate factors in deciding whether to detain the suspect when those factors are used as of a physical description of a specific suspect for whom a police officer is searching.  
 Detaining a person and inquiring into that person's activities solely because of that person's race, ethnicity, or national origin, or solely because of bias, is prohibited bias-based profiling or racial profiling.  
 Examples of racial profiling include, but are not limited to, the following:
  - 1. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding, solely because of the cited driver's race, ethnicity, or national origin.

2. Detaining the driver of a vehicle solely based on the determination that a person of that race, ethnicity, or national origin is unlikely to own or possess that specific make or model of vehicle.
3. Detaining a person solely based on the determination that a person of that race, ethnicity, or national origin does not belong in a specific part of town or a specific place.

## V. TRAINING

- A. A police officer shall complete the Texas Commission on Law Enforcement ("TCOLE") training and education program on racial profiling not later than (1) the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or (2) the date the officer applies for an intermediate proficiency certificate, whichever is earlier.
- B. As needed, the Angleton Police Department may schedule and require police officers to attend in-service training on bias-based profiling.

## VI. COMPLAINT INVESTIGATION

- A. The Angleton Police Department shall accept complaints from any person who believes that an Angleton Police officer has engaged in bias-based profiling or racial profiling with respect to him or her. No person shall be discouraged, intimidated, or coerced from filing a complaint, nor discriminated against because he or she files such a complaint.
- B. In addition, any Angleton Police officer or Angleton Police Department employee who receives an allegation of bias-based profiling or racial profiling shall record the name, address and telephone number of the person who lodges the allegation, and shall (1) forward the complaint to the Chief of Police or his designee, or (2) direct the person how to do so. To direct the person on the filing of such a complaint, the officer or employee shall provide the person a copy of the complaint form (PD-14) and describe the process for filing a complaint.  
  
All Angleton Police officers and Angleton Police Department employees shall report any allegations of bias-based profiling or racial profiling to their respective superiors before the end of their shifts.
- C. In processing and investigating any complaint alleging that an Angleton Police officer has engaged in bias-based profiling or racial profiling, the Angleton Police Department shall follow Angleton Police Department Directive 02.04.1 (Citizen Complaint).
- D. At the commencement of the investigation into the complaint, the appropriate Angleton Police Department shall determine whether there is a video and/or audio recording of the occurrence on which the complaint is based. If a recording exists, the department shall promptly provide a copy of it to the police officer who is the subject of the complaint on his or her written request.
- E. At the conclusion of the investigation, the department shall forward all findings and/or disciplinary action, retraining, or policy changes to the Chief of Police.
- F. If a bias-based profiling or racial profiling complaint is sustained against an Angleton Police officer in violation of this policy, that officer shall be subject to corrective action, which

may include performance improvement plan, counseling/correction, written reprimand, other appropriate training; paid or unpaid suspension; termination of employment, or other appropriate action as determined by the Chief of Police.

## VII. PUBLIC EDUCATION

The Angleton Police Department will inform the public of its policy against bias-based profiling and racial profiling. This public information shall include the Department's telephone number, mailing address, and email address to make a compliment with respect to each ticket, citation, or warning issued by an officer. To do so, the Angleton Police Department may utilize news media, service or organization presentations, the Internet (including social media), campus meetings, and/or the Angleton Police Department web page located at angletonpd.net.

## VIII. COLLECTION, ANALYSIS, AND REPORTING OF INFORMATION

**A. PARTIAL EXEMPTION -- TIER 1 REPORTING - The Angleton Police Department shall collect information relating to (1) motor vehicle stops in which a citation (ticket or warning) is issued and (2) arrests made as a result of these stops. The information collected shall include:**

1. The race or ethnicity of the person detained as stated by the person or as determined by the standard of any reasonable police officer to the best of his/her ability and whether the officer knew or did not know the race or ethnicity of the person detained before the detention occurred;
  - a) The race or ethnicity of the individual includes:
    - (1) Black
    - (2) Asian
    - (3) White
    - (4) Hispanic
    - (5) Middle Eastern
    - (6) Native American
    - (7) Other
2. The number of Contacts, Total Searches (combination of Consensual and Probable Cause Searches), Consensual Searches, Probably Cause Searches, Custodial Arrests, Racial Profiling Complaints received, and complaint outcomes to include: Sustained, Not Sustained, Unfounded, Exonerated
3. Whether the officer made an arrest.
4. Whether the officer issued a ticket, citation, or warning
5. Whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code ("means physical pain, illness, or any impairment of physical condition), during the stop;
6. The location of the stop.

7. The reason for the stop.
- B. Not later than February 1 of each year, the Sergeant of Professional Standards of shall submit to the Chief of Police a report containing the information required by Paragraph A that his or her police department compiled during the previous calendar year.
- C. After receiving the information described in Paragraph B, the Chief of Police shall compile and analyze the information contained in each report. Not later than March 1 of each year, the Chief of Police shall submit a report of the information collected under Paragraph A to TCOLE and to the City Council.
- D. The report required by Paragraph B shall not include identifying information about the peace officer who makes a motor vehicle stop or about the person who is stopped or arrested by the peace officer. However, this subsection does not affect the Angleton Police Department's duty to collect the information required by Paragraph A.

## **IX. USE OF VIDEO AND AUDIO EQUIPMENT**

- A. The policy of the Angleton Police Department is that all Angleton Police vehicles regularly used by a police officer to make motor vehicle stops shall be equipped with a video camera and transmitter-activated equipment.
- B. Each motor vehicle stop made by a police officer shall be recorded by video and audio equipment or audio equipment.
- C. Angleton Police Department shall retain the video and audio recording or audio recording of each motor vehicle stop for at least 90 days after the date of the stop.
- D. If a complaint is filed alleging that a police officer has engaged in bias-based profiling or racial profiling with respect to a motor vehicle stop, the Angleton Police Department shall retain the video and audio recording or audio recording of the stop until final disposition of the complaint.
- E. Supervisors shall ensure that police officers record all motor vehicle stops and the Chief of Police or his designee shall periodically conduct reviews of a randomly selected sampling of video/audio recordings to determine if patterns of biased based profiling exist.
- F. Supervisors will complete a monthly body worn camera review for each officer assigned to their shift. This review will be documented on Form PD-
- G. If the equipment used to record motor vehicle stops is malfunctioning or otherwise not operable, the officer making the stop shall report the malfunction to his/her supervisor immediately and manually collect the data and properly record and report the information as required by this policy and Article 2.133, Texas Code of Criminal Procedure, "Reports Required for Motor Vehicle Stops". Repairs deemed necessary should be made as soon as practicable.



For additional questions regarding the information presented in this report, please contact:

**Del Carmen Consulting ©**  
**817.681.7840**  
**[www.texasracialprofiling.com](http://www.texasracialprofiling.com)**  
**[www.delcarmenconsulting.com](http://www.delcarmenconsulting.com)**

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## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** January 28, 2025  
**PREPARED BY:** John Deptuch, Safety and Facilities Coordinator  
**AGENDA CONTENT:** Discussion and updates on City Hall Annex

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Staff will provide an update on City Hall Annex project and RFP process to City Council

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**RECOMMENDATION:** City Council should receive updates.



Bidder: \_\_\_\_\_

Rating Standards for RFP # \_\_\_\_\_

Total \_\_\_\_\_

**YOUR ROLE AS AN EVALUATION COMMITTEE MEMBER:**

Individually and professionally evaluate each proposal fairly and objectively based on the evaluation criteria and weights in specifications.  
 You must conduct yourself with complete confidentiality. You must not discuss the contents of the proposals with anyone.  
 Please remember that the proposals  
 (1) may contain proprietary information.  
 (2) usually list names of the key personnel proposed for the project.  
 (3) outline a fee schedule that will be used to negotiate a final contract price.

Date: \_\_\_\_\_ Name: \_\_\_\_\_ Department: \_\_\_\_\_

**Purchase Price/Pricing**

	0	1	2	3	4	5
<p><b>Materials and Supplies:</b> Outline the cost of materials or products that will be used, including any bulk discounts or specific vendors you plan to work with.  <b>Total bid price:</b> The overall cost of the project, including materials, labor equipment, and any other cost.  <b>Cost Breakdown:</b> A detailed breakdown of the proposed cost for different project components, including, labor, materials, subcontractors, and any contingencies.  <b>Cost Effectiveness:</b> Evaluation of cost in relation to the project scope, schedule, and overall value provided.</p>		<p>The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives. This approach has multiple weaknesses and/or multiple deficiencies with minimal strengths. Collectively, the disadvantages are likely to result in unsatisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement. Risk Level: Prohibitive</p>		<p>The proposal demonstrates an approach which is capable of meeting all requirements and objectives. The approach has both strengths and weakness, but still no deficiencies. As a result the proposal does provide both advantages and disadvantages, however the disadvantages do not outweigh the advantages and the approach can be expected to result in satisfactory performance. The solutions proposed are considered to reflect moderate risk. The proposal is clear, precise, supported, and demonstrates a general understanding of all the requirements. Risk Level: Moderate</p>		<p>The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous strengths and no weaknesses or deficiencies. As a result, the proposal provides significant advantages and no disadvantages, and can be expected to result in outstanding performance. The solutions proposed are considered very low risk. The proposal is clear and precise, fully supported, and demonstrates a complete understanding of the requirements. Risk Level: Very Low Good</p>
<b>Materials and Supplies:</b>	0	0	0	0	0	0
<b>Total bid price:</b>	0	0	0	0	0	0
<b>Cost Breakdown:</b>	0	0	0	0	0	0
<b>Cost Effectiveness:</b>	0	0	0	0	0	0

**Comments :**  
 \_\_\_\_\_  
 \_\_\_\_\_

Bidder: \_\_\_\_\_

Rating Standards for RFP # \_\_\_\_\_

Total \_\_\_\_\_

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Please remember that the proposals

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(2) usually list names of the key personnel proposed for the project.

(3) outline a fee schedule that will be used to negotiate a final contract price.

Date:	Name:	Department :
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**Local Hiring and Community Engagement**

	0	1	2	3	4	5
<p><b>Local workforce Utilized:</b> Preference for contractors who are or plan to hire local workers or subcontractors, supporting the local economy.</p> <p><b>Community Impact:</b> The contractor's approach to minimizing disruption to the community, such as noise, traffic, and other nuisances during remodel.</p>		<p>The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives.</p> <p>This approach has multiple weaknesses and/or multiple deficiencies with minimal strengths. Collectively, the disadvantages are likely to result in unsatisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement. Risk Level: Prohibitive</p>		<p>The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives. This approach has multiple weaknesses and/or multiple deficiencies with minimal strengths. Collectively, the disadvantages are likely to result in unsatisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement. Risk Level: Moderate</p>		<p>The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous strengths and no weaknesses or deficiencies. As a result, the proposal provides significant advantages and no disadvantages, and can be expected to result in outstanding performance. The solutions proposed are considered very low risk. The proposal is clear and precise, fully supported, and demonstrates a complete understanding of the requirements. Risk Level: Very Low Good</p>
<b>Local workforce Utilized:</b>	0	0	0	0	0	0
<b>Community Impact:</b>	0	0	0	0	0	0

**Comments:**

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Bidder: \_\_\_\_\_

Rating Standards for RFP # \_\_\_\_\_

Total \_\_\_\_\_

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- (2) usually list names of the key personnel proposed for the project.
- (3) outline a fee schedule that will be used to negotiate a final contract price.

Date:	Name:	Department :
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**Experience and Qualifications**

	0	1	2	3	4	5
<p><b>Relevant Experience:</b> The bidder's experience in handling similar remodeling projects, particularly municipal buildings like the City hall Annex.</p> <p><b>Personnel and Team Qualifications:</b> The qualifications and experience of the project team, including project managers, supervisors, key personnel, and subcontractors. Years in business, particularly in government or public-sector work. Previous projects.</p> <p><b>References:</b> Past performance on similar projects, with focus on quality of work, adherence to schedules, and cost control.</p>	0	<p>The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives. This approach has multiple weaknesses and/or multiple deficiencies with minimal strengths. Collectively, the disadvantages are likely to result in unsatisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement. Risk Level: Prohibitive</p>	2	<p>The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives. This approach has multiple weaknesses and/or multiple deficiencies with minimal strengths. Collectively, the disadvantages are likely to result in unsatisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement. Risk Level: Moderate</p>	4	<p>The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous strengths and no weaknesses or deficiencies. As a result, the proposal provides significant advantages and no disadvantages, and can be expected to result in outstanding performance. The solutions proposed are considered very low risk. The proposal is clear and precise, fully supported, and demonstrates a complete understanding of the requirements. Risk Level: Very Low Good</p>
<b>Relevant Experience:</b>	0	0	0	0	0	0
<b>Personnel &amp; Team Qualifications:</b>	0	0	0	0	0	0
<b>References:</b>	0	0	0	0	0	0

Comments:

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Bidder: \_\_\_\_\_

Rating Standards for RFP # \_\_\_\_\_

Total \_\_\_\_\_

**YOUR ROLE AS AN EVALUATION COMMITTEE MEMBER:**

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 (2) usually list names of the key personnel proposed for the project.  
 (3) outline a fee schedule that will be used to negotiate a final contract price.

Date: \_\_\_\_\_ Name: \_\_\_\_\_ Department: \_\_\_\_\_

**Financial Stability**

	0	1	2	3	4	5
<p><b>Financial:</b> Ensure the bidder has the financial capacity to handel a project of this size review the financial statements of the company or bonds ,proving the company's abilityto secure and complete the project.  <b>Stability:</b> Review the bidders insurance or bonding requirements to ensure performance and payment.</p>		<p>The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives. This approach has multiple weaknesses and/or multiple deficiencies with minimal strengths. Collectively, the disadvantages are likely to result in unsatisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement. Risk Level:Prohibitive</p>		<p>The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives. This approach has multiple weaknesses and/or multiple deficiencies with minimal strengths. Collectively, the disadvantages are likely to result in unsatisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement. Risk Level: Moderate</p>		<p>The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous strengths and no weaknesses or deficiencies. As a result, the proposal provides significant advantages and no disadvantages, and can be expected to result in outstanding performance. The solutions proposed are considered very low risk. The proposal is clear and precise, fully supported, and demonstrates a complete understanding of the requirements. Risk Level: Very Low Good</p>
<b>Financial:</b>	0	0	0	0	0	0
<b>Stability:</b>	0	0	0	0	0	0

Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Bidder: \_\_\_\_\_

Rating Standards for RFP # \_\_\_\_\_

Total \_\_\_\_\_

<b>YOUR ROLE AS AN EVALUATION COMMITTEE MEMBER:</b>							
Individually and professionally evaluate each proposal fairly and objectively based on the evaluation criteria and weights in specifications. You must conduct yourself with complete confidentiality. You must not discuss the contents of the proposals with anyone. Please remember that the proposals (1) may contain proprietary information. (2) usually list names of the key personnel proposed for the project. (3) outline a fee schedule that will be used to negotiate a final contract price.							
Date:		Name:		Department:			
<b>Safety and Risk Management</b>							
<b>Safety:</b> Evidence of the company's commitment to workplace safety and its past safety performance on similar projects. <b>Risk Management:</b> The Company's Safety plan for the project Compliant (e.g. OSHA compliance, workers protection) <b>Quality Assurance:</b> the contractors quality control procedures to ensure the project meets the city's standards and specifications. <b>Compliance:</b> ensuring adherence to all applicable code, regulations, and standards in the construction process.	0	1	2	3	4	5	
		The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives. This approach has multiple weaknesses and/or multiple deficiencies with minimal strengths. Collectively, the disadvantages are likely to result in unsatisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement. Risk Level: Prohibitive		The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives. This approach has multiple weaknesses and/or multiple deficiencies with minimal strengths. Collectively, the disadvantages are likely to result in unsatisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement. Risk Level: Moderate		The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous strengths and no weaknesses or deficiencies. As a result, the proposal provides significant advantages and no disadvantages, and can be expected to result in outstanding performance. The solutions proposed are considered very low risk. The proposal is clear and precise, fully supported, and demonstrates a complete understanding of the requirements. Risk Level: Very Low Good	
	<b>Safety:</b>	0	0	0	0	0	0
	<b>Risk Management:</b>	0	0	0	0	0	0
	<b>Quality Assurance:</b>	0	0	0	0	0	0
<b>Compliance:</b>	0	0	0	0	0	0	
Comments:							



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Bidder: \_\_\_\_\_

Rating Standards for RFP # \_\_\_\_\_

Total \_\_\_\_\_

<b>Timeline/Project Schedule</b>						
	0	1	2	3	4	5
<p><b>Project timeline:</b> Does the timeline account for potential risks, delays, or unforeseen issues and is there sufficient resources allocated for each phase.</p> <p><b>Key milestones and deadlines are clearly defined:</b> Have all major milestones been identified and scheduled appropriately? Are the deadlines set for each milestone realistic considering the complexity of task</p> <p><b>How will progress be tracked to ensure adherence to the timelines:</b> Is there a monitoring process in place to ensure milestones are met on time.</p> <p><b>Are there defined checkpoints for progress reviews:</b> Have all interdependent tasks been correctly sequenced to prevent delays.</p>		<p>The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives. This approach has multiple weaknesses and/or multiple deficiencies with minimal strengths. Collectively, the disadvantages are likely to result in unsatisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement. Risk Level: Prohibitive</p>		<p>The proposal demonstrates an approach which will not be capable of meeting all requirements and objectives. This approach has multiple weaknesses and/or multiple deficiencies with minimal strengths. Collectively, the disadvantages are likely to result in unsatisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement. Risk Level: Prohibitive</p>		<p>The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous strengths and no weaknesses or deficiencies. As a result, the proposal provides significant advantages and no disadvantages, and can be expected to result in outstanding performance. The solutions proposed are considered very low risk. The proposal is clear and precise, fully supported, and demonstrates a complete understanding of the requirements. Risk Level: Very Low Good</p>
<b>Project timeline:</b>	0	0	0	0	0	0
<b>Key milestones and deadlines are clearly defined</b>	0	0	0	0	0	0
<b>How will progress be tracked to ensure adherence to the timelines</b>	0	0	0	0	0	0
<b>Are there defined checkpoints for progress reviews:</b>	0	0	0	0	0	0
Comments:						

Bidder: \_\_\_\_\_ RFP# \_\_\_\_\_ Bid scoring sheet Name: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Price/Pricing		SCORE	NOTES
Materials and Supplies:			
Total bid price:			
Cost Breakdown:			
Cost Effectiveness:			
<b>Local Hiring and Community Engagement</b>			
Local workforce Utilized:			
Community Impact:			
<b>Experience and Qualifications</b>			
Relevant Experience:			
Personnel & Team Qualifications:			
References:			
<b>Financial Stability</b>			
Financial:			
Stability:			
<b>Safety and Risk Management</b>			
Safety:			
Risk Management:			
Quality Assurance:			
Compliance:			
<b>Timeline/Project Schedule</b>			
Project timeline:			
Key milestones and deadlines are clearly defined:			
Are there defined checkpoints for progress reviews:			
How will progress be tracked to ensure adherence to the timelines			
H.U.B YES / NO			
<b>TOTAL SCORE:</b>		<b>/100</b>	



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 1/28/2024

**PREPARED BY:** Jason O'Mara, Assistant Director of Parks & Recreation and David Heinicke, Parks & Recreation Board Member

**AGENDA CONTENT:** Discussion and possible action on Lakeside Park wildscape proposal.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** NA

**FUNDS REQUESTED:** NA

**FUND:** NA

### EXECUTIVE SUMMARY:

In 2023, Lakeside Park opened with a belief in balancing recreational opportunities and preserving natural habitats for wildlife. However, due to funding limitations, some design features, including wildflower plantings, butterfly gardens, and buffer plantings, were removed from the final plans.

Recently, the department has been fortunate to receive assistance with maintenance and upkeep projects at Lakeside Park from Parks & Recreation Board member, David Heinicke. While working in the park, David identified opportunities for natural habitat restoration and presented a wildscape proposal to the Parks & Recreation leadership team for consideration. The proposal aims to restore portions of the park, aligning it with its original vision as a space for both recreation and environmental conservation.

The following maps identify seven designated areas within the park to revert to natural habitats, with the potential to expand to additional areas in the future. Restoration efforts would begin by ceasing mowing in these areas, implementing "Level 6 - Natural Area" protocols, and eliminating exotics and invasives either mechanically or with herbicides. Level 6 - Natural Areas are defined as undeveloped areas per the Levels of Vegetative Maintenance Attention for Parks, Facilities, & Rights-of-Ways (see internal Parks & Recreation policy enclosed). Native species such as pecan, oak, elm, hackberry, cherry laurel, hawthorns, viburnum, yaupon, beautyberry, buttonbush, and red buckeye will be planted or seeded to encourage natural growth. Non-native invasive species, including Johnson grass, Chinese tallow, Macartney rose, and privet, will be managed through herbicide treatments or mechanical removal. Informational signage will also be developed to educate the public about the project, its benefits, and the ecological value of the restored areas.

During the transitional phase, the restoration areas may appear unmanaged or overgrown, but this is a natural part of the process. Over time, with targeted enhancements, these areas will transform into high-quality native habitats that support diverse wildlife and promote ecological

balance. Additionally, the restoration effort offers operational benefits, including reduced mowing and maintenance costs, freeing up resources for other park needs.

This initiative not only restores critical wildlife habitats but also fosters community engagement through environmental education and awareness. It reinforces Lakeside Park's role as a vital community resource that values both recreation and conservation, ensuring its sustainability for future generations.

On December 9, the Parks & Recreation Board considered the proposed wildscape plan. The proposed plan was approved by the Parks & Recreation Board with five in favor and zero opposed. Parks & Recreation Board members present included Clara Dannhaus (Chair), Blaine Smith, David Heinicke, Erin Boren, and Jessica Norris; Guadalupe Morales and Luis Leja were absent.

**RECOMMENDATION:**

Staff recommends the City Council approve the Lakeside Park wildscape plan as presented.



Item 18.




Lakeside Park  
City of Angleton  
Parks & Recreation Department  
dch2024





Lakeside Park  
City of Angleton  
Parks & Recreation Department

	<b>Subject:</b>  <b>LEVELS OF VEGETATIVE MAINTENANCE ATTENTION FOR PARKS, FACILITIES, &amp; RIGHTS-OF-WAY</b>	<b>Section: PARKS &amp; ROW</b>
		<b>Page: 1 of 7</b>

**PURPOSE**

These considerations will establish maintenance priorities and regimens. Matching the appropriate maintenance approach to landscaped sites forms the foundation of best practices in grounds management.

**DISCUSSION**

The optimal level of maintenance attention and the best methods to achieve it will vary within a given area, from one location to another and from year to year. The extent of development is the primary criterion for determining maintenance levels. Other factors include rainfall, sun exposure, soil conditions, topography, pedestrian traffic (both organized and social), intended and unintended uses, expectations, and available resources—both human and financial.

The level of attention refers to the resources dedicated to maintaining a landscape according to its design and/or intended use. The National Recreation and Parks Association (NRPA) has established Park Maintenance Standards, from which the following categories of attention are derived. These categories are meant to establish standards for achieving maintenance goals based on the relevant level of development at any park, trail, or facility. They should be considered baseline guidelines, not rules, and adjustments should be made to accommodate the community's interests and needs in addition to the factors mentioned above.

The levels of maintenance attention are listed from the lowest to the highest, as the lowest levels are the easiest to achieve, allowing the City to progress as resources permit. This information does not include tasks necessary for the demolition or clearing of derelict structures, trash dumps, social trails, social roadways, or any other conditions resulting from past uncontrolled use of a site.

**LEVEL 1 - State-of-the-Art Maintenance**

APPLIED TO A HIGH-QUALITY DIVERSE LANDSCAPE. ASSOCIATED WITH HIGH-TRAFFIC URBAN AREAS SUCH AS PUBLIC SQUARES OR BUILDING LANDSCAPES TO SPORTS COMPLEXES WITH HIGHLY GROOMED FIELDS





**Subject:**

**LEVELS OF VEGETATIVE  
MAINTENANCE  
ATTENTION FOR PARKS,  
FACILITIES, & RIGHTS-OF-  
WAY**

**Section: PARKS & ROW**

**Page: 2 of 7**

- **Turf Care** – Grass height maintained according to species and variety of grass; mowed once per week, may be more in certain areas; aeration as required, but not less than four times per year; reseeding or sodding as needed
- **Fertilizer** – Fertilizer applied to plant species according to their optimal requirements; application rates and times should ensure an even supply of nutrients for the entire year; nitrogen, phosphorus and potassium percentages should follow local recommendations; trees, shrubs and flowers should receive fertilizer according to their individual requirements of nutrients for optimal growth; this could be modified by weather conditions and a shortening or lengthening of the growing season
- **Irrigation** – Dependent on weather conditions and nature of relevant areas; automatic system is recommended to allow a pre-programmed “sensor”-based schedule; this could be modified by weather conditions and a shortening or lengthening of the growing season
- **Litter Control** – Minimum of once per day, seven days per week in high seasons. Trash receptacles should be plentiful enough to hold all trash usually generated between servicing without overflowing. Use of recycling bins alongside conventional trash receptacles is desirable when community has recycling service well established
- **Control of Vandalism** – Locales of regular vandalism should be noted and staff performing litter control duties should remove graffiti and other signs of vandalism immediately
- **Pruning** – Frequency dictated primarily by species and variety of trees and shrubs; length of growing season and design concept also a controlling factor; timing scheduled to coincide with low demand periods or to take advantage of special growing characteristics and cycles
- **Disease and Insect Control** – The objective at this level of maintenance is to avoid public awareness of any problems. It is anticipated that problems will either be prevented or observed at a very early stage and corrected immediately; all care should be taken to use substances that will not endanger wildlife or predator insect populations
- **Weed control** – Weed control practiced when weeds present a visible problem or when weeds represent no more than one percent of the turf surface; some pre-emergent products may be used at this level
- **Repairs** – Repairs to all elements of the design should be done immediately when problems are discovered, provided replacement parts and technicians are available



**Subject:**

**LEVELS OF VEGETATIVE  
MAINTENANCE  
ATTENTION FOR PARKS,  
FACILITIES, & RIGHTS-OF-  
WAY**

**Section: PARKS & ROW**

**Page: 3 of 7**


to accomplish the job; when disruptions to the public might be major and the repair is not critical, repairs may be postponed to a time period that is least disruptive

- **Inspections** – Should be conducted by some staff member at least once a day when regular staff is scheduled
- **Floral Plantings** – When extensive or unusual floral plantings are part of the design, such as ground-level beds, planters or hanging baskets; and when multiple plantings are scheduled usually for at least two blooming cycles per year; some designs may call for a more frequent rotation of blooms; maximum care, including watering, fertilizing, disease control, “dead-heading,” and weeding, is necessary; weeding flowers and shrubs is done a minimum of once per week; the desired standard is weed-free

**LEVEL 2 - High-Level Maintenance**

ASSOCIATED WITH WELL-DEVELOPED PUBLIC AREAS, MALLS, AND GOVERNMENT GROUNDS. RECOMMENDED LEVEL FOR MOST ORGANIZATIONS

- **Turf Care** – Mowing on a weekly basis; Aeration as required but not less than twice per year; Reseeding or sodding once per year in early spring, other than in high traffic areas or high profile areas if bare spots appear
- **Fertilizer** – Adequate fertilizer level to ensure that all plant materials are healthy and growing vigorously; amounts depend on species, length of growing season, soils and rainfall; rates should correspond to minimum requirements at least; distribution should ensure an even supply of nutrients for the entire year; nitrogen, phosphorus and potassium percentages should follow local recommendation; trees, shrubs and flowers should receive fertilizer levels to ensure optimum growth; do not over fertilize
- **Irrigation** – Dependent on weather conditions and nature of relevant areas; automatic system is recommended to allow a pre-programmed “sensor”-based schedule
- **Litter Control** – Minimum of once per day, five days per week in high seasons; use of recycling bins alongside conventional trash receptacles is desirable when community has recycling service well established
- **Control of Vandalism** – Locales of regular vandalism should be noted and staff performing litter control duties should remove graffiti and other signs of vandalism immediately


	<b>Subject:</b>  <b>LEVELS OF VEGETATIVE MAINTENANCE ATTENTION FOR PARKS, FACILITIES, &amp; RIGHTS-OF-WAY</b>	<b>Section: PARKS &amp; ROW</b>
		<b>Page: 4 of 7</b>

- **Pruning** – Usually done at least once per season unless species planted dictate more frequent attention; high-growth species or favorable weather conditions may dictate more frequent requirements than most trees and shrubs in natural areas
- **Disease and Insect Control** – Usually done when disease or insects are inflicting noticeable damage, are reducing vigor of plant material or could be considered a bother to the public; preventive measures may be preferable such as systemic chemical treatments; cultural (planting methods, materials selection) prevention of disease can reduce time spent in this category; some minor problems may be tolerated at this level and all care should be taken to use substances that will not endanger wildlife or predator insect populations
- **Weed control** – Weed control practiced when weeds present a visible problem or when weeds represent five percent of the turf surface; some pre-emergent products may be used at this level
- **Repairs** – Should be done whenever safety, function or appearance is in question
- **Inspections** – Should be conducted by some staff member at least once a day when regular staff is scheduled
- **Floral Plantings** – Maintenance, usually at least once per week, but watering may be more frequent; health and vigor dictate cycle of fertilization and disease control; beds kept weed-free

**LEVEL 3 - Moderate-Level Maintenance**

LOCATIONS WITH MODERATE TO LOW LEVELS OF DEVELOPMENT AND/OR USE, OR WITH OPERATIONS THAT ARE LIMITED BY RESOURCES


- **Turf Care** – Mowing bi-monthly based on relevant species and usage intent of area; normally not aerated unless turf quality indicates a need or in anticipation of fertilization; reseeding or resodding limited to high traffic areas if bare spots appear
- **Fertilizer** – Applied only when turf vigor seems to be low. Low-level application once per year
- **Irrigation** – Dependent on weather conditions and the nature of relevant areas; an automatic system is recommended to allow a pre-programmed “sensor”-based schedule.
- **Litter Control** – Two or three times per week; high use may dictate higher levels in “high” seasons of activity

	<b>Subject:</b>  <b>LEVELS OF VEGETATIVE MAINTENANCE ATTENTION FOR PARKS, FACILITIES, &amp; RIGHTS-OF-WAY</b>	<b>Section: PARKS &amp; ROW</b>
		<b>Page: 5 of 7</b>

- **Control of Vandalism** – Locales of regular vandalism should be noted and staff performing litter control duties should remove graffiti and other signs of vandalism immediately
- **Pruning** – When required for health or reasonable appearance; with most tree and shrub species, pruning would be performed once every two or three years when plantings mature
- **Disease and Insect Control** – Control measures may be put into effect when the health or survival of the plant materials or turf is threatened or when public comfort/health is an issue
- **Weed control** – Normally used when 50% of small areas are weed infested or when 15 percent of the general turf is infested with weeds
- **Repairs** – Only done when safety or function is in question
- **Inspections** – Once per week, construction supervision continues providing “eyes on the park”
- **Floral Plantings** – Only flowering trees or shrubs

**LEVEL 4 - Moderately Low-Level Maintenance**  
 LOCATIONS WITH RESOURCE LIMITATIONS OR MINIMAL DEVELOPMENT

- **Turf Care** – Low-frequency mowing schedule based on relevant species and usage intent of area; low-growing grasses may not be mowed, high grasses may receive periodic mowing
- **Fertilizer** – Not fertilized
- **Irrigation** – No artificial irrigation
- **Litter Control** – Once per week or less, monitor based on complaints, increase if able
- **Control of Vandalism** – On demand or complaint basis and in high profile areas (entries, etc.)
- **Pruning** – No regular trimming; safety or damage from weather to conserved native species may dictate a more active schedule
- **Disease and Insect Control** – No control except to prevent disease or safety hazard
- **Weed control** – Active elimination of noxious weeds and/or non-native species in relevant areas
- **Repairs** – Only done when safety or function is in question
- **Inspections** – Once per month at a minimum, construction supervision continues providing “eyes on the park”
- **Floral Plantings** – None; natural species identified for relevant areas

	<b>Subject:</b>  <b>LEVELS OF VEGETATIVE MAINTENANCE ATTENTION FOR PARKS, FACILITIES, &amp; RIGHTS-OF-WAY</b>	<b>Section: PARKS &amp; ROW</b>
		<b>Page: 6 of 7</b>

**LEVEL 5 - Minimum Level Maintenance**


**LOCATIONS WITH RESOURCE LIMITATIONS OR MINIMAL DEVELOPMENT**

- **Turf Care** – Low frequency mowing scheduled based on relevant species and usage intent of area; low growing grasses may not be mowed, high grasses may receive periodic moving
- **Fertilizer** – Not fertilized
- **Irrigation** – No artificial irrigation
- **Litter Control** – On demand or complaint basis
- **Control of Vandalism** – On demand or complaint basis and in high profile areas (entries, etc.)
- **Pruning** – No pruning unless trees and shrubs present a safety hazard
- **Disease and Insect Control** – No control except to prevent disease or if it prevents a safety hazard
- **Weed control** – Limited to requirements for noxious weed control in relevant areas
- **Repairs** – Only done when safety or function is in question
- **Inspections** – Once per month at a minimum, construction supervision commences
- **Floral Plantings** – None, natural
- species identified for relevant areas

**LEVEL 6 - NATURAL AREA**

**UNDEVELOPED**

- **Turf Care** – Not mowed; weed control only if legally required
- **Fertilizer** – Not fertilized
- **Irrigation** – No artificial irrigation
- **Litter Control** – On demand or complaint basis
- **Control of Vandalism** – On demand or complaint basis and in high profile areas (entries, etc.)
- **Pruning** – No pruning unless trees and shrubs present a safety hazard
- **Disease and Insect Control** – No control except to prevent disease or if it prevents a safety hazard
- **Weed control** – None
- **Repairs** – Only done when safety or function is in question
- **Inspections** – Once per month at a minimum

	<b>Subject:</b>  LEVELS OF VEGETATIVE MAINTENANCE ATTENTION FOR PARKS, FACILITIES, & RIGHTS-OF- WAY	<b>Section: PARKS &amp; ROW</b>
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- **Floral Plantings** – None

**PROCEDURE**

***Parks Superintendent***

- The Parks Superintendent shall assess each park site and designate a level of maintenance.

***Crew Leader***

- Crew Leaders shall maintain each park based on the level designated by the Parks Superintendent, direct staff on the level of maintenance expectations, and keep a record of such maintenance.
- If the level of maintenance cannot be performed due to a maintenance constraint, it shall be conveyed to the Parks Superintendent and documented appropriately.

***Crew Member***

- Crew Members shall maintain each park based on the level designated by the Parks Superintendent.

**REFERENCE**

**REVIEW & REVISION HISTORY**

July 2025



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 1/28/2025

**PREPARED BY:** Megan Mainer, Director of Parks & Recreation and Jason O'Mara, Assistant Director of Parks & Recreation

**AGENDA CONTENT:** Discussion and possible action on Angleton Better Living Corporation transfers to the General Fund for Parks & ROW, Recreation Division, and Angleton Recreation Center Division.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** Parks & ROW (GF-01-550) - \$404,512  
**FUNDS REQUESTED:** TBD based on Decision Packages  
 Recreation (Fund 50) - \$440,458  
 Angleton Recreation Center Divisions (Fund 60) - \$694,610

**FUND:** Various

### EXECUTIVE SUMMARY:

On September 21, 2024, the Angleton Better Living Corporation (ABLC) approved the Angleton Better Living Corporation budget including the following transfers:

- Parks & ROW (GF-01-550) - \$404,512
- Recreation (Fund 50) - \$440,458
- Angleton Recreation Center Divisions (Fund 60) - \$694,610

The City Council approved a 2% COLA on September 24, 2024.

On Tuesday, January 14, 2025, the Finance Department presented an agenda item to the City Council regarding the FY 24-25 budget book, findings, and development of a plan to balance the budget. The transfers outlined for ABLC for Parks & ROW, Recreation Division, and Angleton Recreation Center Division were as follows:

- Parks & ROW (GF 01-550) - \$409,039



- Recreation (Fund 50) - \$550,876
- Angleton Recreation Center (Fund 60) - \$440,500

Overall transfers for Parks & ROW, Recreation Division, and Angleton Recreation Center Division need to be updated as budget adjustments to reflect approved decision packages and the 2% COLA.

**RECOMMENDATION:**

Staff recommends the City Council discuss the appropriate transfer amounts and make a budget adjustment regarding the transfers to the General Fund for Parks & ROW, Recreation Division, and Angleton Recreation Center Division.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 1/28/2025

**PREPARED BY:** Megan Mainer, Director of Parks & Recreation

**AGENDA CONTENT:** Discussion and possible action on a hiring freeze and suspension of overtime and comp time for Angleton Recreation Center, Recreation, and Parks & ROW Divisions.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** Fund 01-550, Fund 50, Fund 60      **FUNDS REQUESTED:** 01-550 – based on Special Event pay and OT for park rentals, Fund 50 – based on programs and events, & Fund 60 – based on staff needs for facility coverage

**FUND:** Various in Fund 01-550, Fund 50, & Fund 60

### EXECUTIVE SUMMARY:

On January 8, 2025, the City Manager instituted a hiring freeze for all departments effective immediately except for Finance and Police Departments and suspended overtime and comp time for all departments except for the Police and Public Works Departments.

Staff expressed concerns with the directive due to the nature of city service delivery. Many departments routinely work outside of the set schedules established by the work hours policy enclosed, which was implemented on 10/1/23.

The policy specifies “The City of Angleton Recreation Center and the Recreation Division Staff may have varying hours based on established operating hours, and programming.” The Director requested the policy be extended to park operations since many operations specifically related to Parks & Recreation impact revenue generation (e.g. park rentals, emergency repairs, and event support).

Parks & Recreation leadership is working with staff to minimize unnecessary use of PTO and comp time by adjusting weekly schedules to align with planned programs, events, and rentals. However,

unexpected maintenance issues outside scheduled operating hours, staff call-ins requiring facility coverage, and customer service demands can disrupt these plans and impact service delivery.

Additionally, Angleton Recreation Center relies on part-time employees, including front desk attendants, facility assistants, lifeguards, and seasonal staff, whose schedules are based on the facility's hours of operation or revenue-generating programs. Instituting a hiring freeze for these positions would negatively affect the center's operations. Insufficient staffing could lead to a reduction in services, which would likely decrease revenue generation.

Furthermore, the Texas Municipal Retirement System (TMRS) mandates that employees who work 1,000 or more hours annually be enrolled in TMRS to receive retirement benefits. Maintaining normal staffing levels enables leadership to ensure part-time employees remain under this threshold. A hiring freeze would hinder this ability, potentially leading to non-compliance with TMRS regulations and increasing future funding obligations.

Staff were directed to take concerns about the hiring freeze and suspension of overtime and comp time to ABLC. On January 27, the Angleton Better Living Corporation met to discuss the hiring freeze and suspension of overtime and comp time for Angleton Recreation Center, Recreation, and Parks & ROW Divisions.

**RECOMMENDATION:**

Staff recommends the City Council consider the information presented and provide parks and recreation staff with direction regarding the hiring freeze and the suspension of PTO and comp time to the Angleton Recreation Center, Recreation, and Parks & ROW Divisions for revenue-generating services.



## WORK HOURS

### Policy Number CM-1

Revised Date: 08/2023

Effective Date: 10/01/2023

*Review Date: 06/2026*

**Purpose**

The purpose of this policy is to create uniform work hours for employees across the departments. Firefighters and uniformed officers are exempt from this policy and may establish work hours necessary for operations.

**Operating Hours**

The City operates from 7:30 am to 5:30 pm, Monday through Friday. Department heads/ directors shall ensure services are available to customers during operating hours unless otherwise approved by the City Manager.

The City of Angleton Recreation Center and the Recreation Division Staff may have varying hours based on established operating hours, and programming.

**Work Hours**

The city offers two (2) different work shifts to full-time employees who are not exempt from this policy. It is the responsibility of the department head/ director to select and approve the best work shift for their employees.

**5-8's Work Shift**

A 5-8 work shift requires employees to work Monday through Friday, 8:00 am to 5:00 pm with a 1-hour meal break, and two (2) fifteen-minute breaks during the day. Breaks may not be combined to create a shorter workday.

**9-80's Work Shift**

A 9-80 work shift requires employees to work the hours as outlined in the chart below with a 1-hour meal break, and two (2) fifteen-minute breaks during the day. Breaks may not be combined to create a shorter workday.

	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours Worked
Week 1	7:30am-5:30pm	7:30am-5:30pm	7:30am-5:30pm	7:30am-5:30pm	7:30am-5:30pm	45 (All hours after 12:00 noon roll to Week 2.)
Week 2	7:30am-5:30pm	7:30am-5:30pm	7:30am-5:30pm	7:30am-4:30pm	Day Off	35 (Rolled hours are added to make 40)

**Flex Time**

The city does not allow flex time, however, non-exempt employees who attend training on their “Day Off”, will be allowed to take another day off during the same week as their worked day off; exempt workers may take another day off during the same pay period as their worked day off.

**Public Works and Parks and Recreation Workers**

The department head/director of the Public Works and Parks departments may alter work hours for field workers based on the season and weather conditions with prior notification to the City Manager.

The Recreation Center and the Recreation Division Staff may alter work hours based on established operating hours, programming, and events.

**Time Off**

Official work time spent at board and commission meetings after normal city operating hours is part of the exempt employees' workday except as outlined in the *Flex Time for Council Meetings Policy HR47*.

For all other city-sponsored events, non-exempt employees will earn Compensatory Time or overtime in compliance with the FLSA based on budget constraints. Exempt employees will be afforded ½ the time equal to the after-hours worked which must be used within the same payroll period, or if not possible, the following work week.

**Policies**

- Overtime/Compensatory Time HR-04
- Flex Time for Council Meetings HR47



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 1/28/2025

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

**AGENDA CONTENT:** Discussion and possible action on Angleton Recreation Center and Recreation Division decision packages for FY24-25.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** TBD **FUNDS REQUESTED:** TBD

**FUND:** Various

### EXECUTIVE SUMMARY:

On September 21, 2024, the Angleton Better Living Corporation (ABLC) approved the Angleton Better Living Corporation budget including transfers to Parks & ROW (GF-01-550) in the amount of \$404,512, Recreation (Fund 50) in the amount of \$440,458, and Angleton Recreation Center Divisions (Fund 60) \$694,610 including various decision packages listed below.

### RECREATION

- Revenue: Senior programs
  - \$4,923 (50-300-817 – Senior Programs)
- Expense:
  - \$1,000 (50-506-216 – Vehicle Supplies)
  - \$5,464 (50-506-412 – Senior Programs)
  - \$2,160 (50-506-458 – Contract Labor)

### ANGLETON RECREATION CENTER

- Revenue:
  - \$30,294 (60-300-711 – Family Membership)
  - \$20,000 (60-300-818 – Miscellaneous – *Swim Lessons*)
- Expense:
  - \$177,985 (60-506-106 – Part Time Earnings)
    - *Step Plan* \$2,500
    - *Aquatics Assistant* \$24,371
    - *Water Safety Instructor* \$9,381
    - *Lifeguards* \$141,733
  - \$15,851 (60-506-135 – FICA)
  - \$192 (60-506-203 – Apparel)

The City Council approved a 2% COLA on September 24, 2024, but did not specify ABLC-approved decision packages.

On Tuesday, January 14, 2025, the Finance Department presented an agenda item to the City Council regarding the FY 24-25 budget book, findings, and development of a plan to balance the budget. Findings revealed additional budget cuts are necessary.

While ABLC approved the decision packages mentioned above for the Recreation and Angleton Recreation Center Divisions in September 2024, on January 27, the staff sought confirmation from ABLC to approve decision packages and provide a recommendation to the City Council.

**RECOMMENDATION:**

Staff recommends the City Council discuss the decision packages regarding the approval of Recreation and Angleton Recreation Center Division packages and make the required budget adjustments and transfers needed to balance the budget.



**PROPOSED BUDGET FY 2025**

<b>FUND</b>	<b>DEPARTMENT</b>	<b>DIVISION</b>
50 RECREATION	300 REVENUES	50-300 300 REVENUES
<b>PACKAGES DETAILS - ACTIVE</b>		

<b>TITLE</b>	SENIOR PROGRAM ADDITIONAL TRIP REVENUE	<b>TYPE</b>	TYPE	<b>GOAL</b>	GOAL	<b>RANK</b>	0
<b>RESOURCES REQUESTED</b>							
<b>LINE ITEM</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>		
817 SENIOR PROGRAMS	\$4,923	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL</b>	<b>\$4,923</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

<b>COMMENTS</b>	
<b>WHAT IS THE PURPOSE OF THIS REQUEST?</b>	<b>DESCRIBE THE BENEFITS THAT WILL BE GAINED FROM THIS REQUEST.</b>
THIS IS ANTICIPATE REVENUE ASSOCIATED WITH INCREASING THE TRIPS CAPACITY EXPENSE DECISION PACKAGE FOR SENIOR PROGRAMS.	IF THE TRIP CAPACITY PACKAGE IS APPROVED, THE PROGRAM WILL SEE AN ANTICIPATED REVENUE INCREASE OF \$4,923 FOR THE FISCAL YEAR.
<b>WHAT ARE THE REVENUE ENHANCEMENTS ASSOCIATED WITH THIS REQUEST?</b>	<b>WHAT ARE THE CONSEQUENCES OF NOT FUNDING THIS REQUEST?</b>
ADDITIONAL CAPACITY ADDED TO DAY TRIPS AND OVERNIGHT TRIP RESULTING IN REVENUE INCREASE OF \$4,923.	THE TRIP CAPACITY EXPENSE PACKAGE MUST BE APPROVED FOR THIS REVENUE TO BE RECEIVED.
<b>SUMMARIZE NEW POSITIONS IN THIS REQUEST.</b>	<b>REVIEW COMMENTS</b>

**PROPOSED BUDGET FY 2025**

<b>FUND</b> 50 RECREATION	<b>DEPARTMENT</b> 506 MAINTENANCE	<b>DIVISION</b> 50-506 506 MAINTENANCE
<b>PACKAGES DETAILS - ACTIVE</b>		

TITLE	SENIOR PROGRAM ADDITIONAL TRIP CAPACITY	TYPE	TYPE	GOAL	GOAL	RANK	0
<b>RESOURCES REQUESTED</b>							
LINE ITEM	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029		
216 VEHICLE SUPPLIES	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0
417 SENIOR PROGRAMS	\$5,464	\$0	\$0	\$0	\$0	\$0	\$0
458 CONTRACT LABOR	\$2,160	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$8,624</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>COMMENTS</b>	
WHAT IS THE PURPOSE OF THIS REQUEST?	DESCRIBE THE BENEFITS THAT WILL BE GAINED FROM THIS REQUEST.
<p>INCREASE IN SENIOR TRIPS TO INCLUDE A SECOND BUS CAPACITY</p> <p>AT THE APRIL SENIOR CITIZEN COMMISSION MEETING, THE COMMISSION VOICED FROM OTHER COMMUNITY SENIORS THE ISSUE OF SENIOR TRIP WAITLISTS AND HOW THE TRIPS FILL UP FAST. THEY ASKED STAFF TO BRAINSTORM WAYS TO ACCOMMODATE THE SENIOR TRIP WAITING LIST. IN THE 2023-24 FISCAL YEAR, THERE WERE TWO OCCASIONS WHEN TWO BUSES WERE TAKEN FOR SENIOR TRIPS DUE TO FINDING A CONTRACTED DRIVER. AT THE JUNE SENIOR CITIZEN COMMISSION MEETING, STAFF PRESENTED WAYS TO ACCOMMODATE FUTURE TRIP WAITING LISTS. ONE WAY IS TO BUDGET IN THE 24-25 FISCAL YEAR FOR AN ADDITIONAL 20 PARTICIPANTS ON A SECOND BUS ALONG WITH AN ADDITIONAL CONTRACTED BUS DRIVER. STARTING THE FISCAL YEAR KNOWING WE CAN ACCOMMODATE 40 PARTICIPANTS WOULD ALLOW STAFF TO PLAN AND FIND A DRIVER SOONER THAN WAITING FOR THE WAITLIST TO FILL UP.</p> <p>ANOTHER SOLUTION WOULD BE TO TRADE ONE OF THE TWO ENTERPRISE TAHOE VEHICLES IN THE DEPARTMENT FOR A 15-PASSENGER VAN. THIS WOULD ALLOW EITHER A STAFF MEMBER OR A CONTRACTED DRIVER WITHOUT A CDL TO DRIVE AND ALLOW US TO ACCOMMODATE UP TO 15 ADDITIONAL PARTICIPANTS, MAKING A TOTAL OF 39 PARTICIPANTS.</p>	<p>BY APPROVING THE SENIOR TRIPS SECOND BUS CAPACITY PACKAGE, WE WILL BE ABLE TO FULFILL THE REQUEST OF THE SENIOR CITIZEN COMMISSION TO ACCOMMODATE THE WAITING LIST FOR SENIOR TRIPS AND ALLOW MORE FOLKS TO PARTICIPATE. ADDITIONAL PARTICIPATION ALLOWS US TO CONTINUE TO GROW THE SENIOR PROGRAM OVERALL AND SERVE MORE SENIORS IN OUR COMMUNITY THROUGH SOCIALIZATION FOR THEIR PHYSICAL AND MENTAL HEALTH.</p>
WHAT ARE THE REVENUE ENHANCEMENTS ASSOCIATED WITH THIS REQUEST?	WHAT ARE THE CONSEQUENCES OF NOT FUNDING THIS REQUEST?
<p>417 (SENIOR PROGRAMS): \$24,464 OVERALL TOTAL. THE INCREASE IS FOR TRIP PLAN #2 WITH 2 BUSES: 10 DAY TRIPS AT \$5922 FOR 40 PARTICIPANTS AND TWO DRIVERS. OVERNIGHT TRIPS 2 TRIPS \$8065 FOR 40 &amp; 50 PARTICIPANTS MAX. THE 50-PERSON MAX ON THE SECOND OVERNIGHT TRIP IS DUE TO THE CASINO WE ARE WORKING WITH WILL PROVIDE THE TRANSPORTATION. WE ARE BUDGETING FOR A SECOND DRIVER ON 2 TRIPS IN CASE THE CASINO TRIP FALLS THROUGH AND WE MUST UTILIZE AN ALTERNATE TRIP. MEAL REIMBURSEMENTS \$334. \$5464 DIFFERENCE FROM OPTION #1.</p> <p>458 (CONTRACT LABOR): \$2160 FOR A CONTRACTED BUS DRIVER TO DRIVE FOR BOTH DAY TRIPS AND OVERNIGHT TRIPS</p> <p>216 (GAS): \$1000</p> <p>PACKAGE OVERALL TOTAL: \$8,624</p>	<p>NOT FUNDING THE PACKAGE WOULD DENY THE REQUEST OF THE SENIOR CITIZEN COMMISSION AND CONTINUE TO HAVE TO TURN FOLKS AWAY FROM PARTICIPATING IN SENIOR TRIPS DESPITE CONTINUED GROWTH.</p>
SUMMARIZE NEW POSITIONS IN THIS REQUEST.	REVIEW COMMENTS

# PROPOSED BUDGET FY 2025

<b>FUND</b>	<b>DEPARTMENT</b>	<b>DIVISION</b>
60 ANGLETON ACTIVITY CENTER	300 REVENUES	60-300 300 REVENUES

**PACKAGES DETAILS - ACTIVE**

<b>TITLE</b>	GROUP SWIM LESSON REVENUE	<b>TYPE</b>	TYPE	<b>GOAL</b>	GOAL	<b>RANK</b>	1
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**RESOURCES REQUESTED**

LINE ITEM	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
818 MISCELLANEOUS PROGRAMS	\$20,000	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**COMMENTS**

<b>WHAT IS THE PURPOSE OF THIS REQUEST?</b>	<b>DESCRIBE THE BENEFITS THAT WILL BE GAINED FROM THIS REQUEST.</b>
THIS IS ANTICIPATE REVENUE ASSOCIATED WITH THE WATER SAFETY INSTRUCTOR EXPENSE DECISION PACKAGE	IF THE WATER SAFETY INSTRUCTOR PACKAGE IS APPROVED, THE PROGRAM WILL SEE AN ANTICIPATED REVENUE OF \$20,000 FOR THE FISCAL YEAR.
<b>WHAT ARE THE REVENUE ENHANCEMENTS ASSOCIATED WITH THIS REQUEST?</b>	<b>WHAT ARE THE CONSEQUENCES OF NOT FUNDING THIS REQUEST?</b>
\$20,000	THE WATER SAFETY INSTRUCTOR PACKAGE MUST BE APPROVED FOR THIS REVENUE TO BE RECEIVED. IF THAT PACKAGE IS DENIED, THIS PACKAGE IS NOT AN OPTION AS THE EXPECTED REVENUE FOR THE ANGLETON RECREATION CENTER WILL DECREASE IN PROGRAM AND SWIM LESSONS PROGRAM WILL BE CANCELLED.
<b>SUMMARIZE NEW POSITIONS IN THIS REQUEST.</b>	<b>REVIEW COMMENTS</b>

# PROPOSED BUDGET FY 2025

Item 21.

<b>FUND</b> 60 ANGLETON ACTIVITY CENTER	<b>DEPARTMENT</b> 506 MAINTENANCE	<b>DIVISION</b> 60-506 506 MAINTENANCE
<b>PACKAGES DETAILS - ACTIVE</b>		

TITLE	ANNUAL RETENTION PLAN INCREASE	TYPE	TYPE	GOAL	GOAL	RANK	01
<b>RESOURCES REQUESTED</b>							
LINE ITEM	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029		
106 PT SALARIES	\$2,500	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL</b>	<b>\$2,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

<b>COMMENTS</b>	
WHAT IS THE PURPOSE OF THIS REQUEST?	DESCRIBE THE BENEFITS THAT WILL BE GAINED FROM THIS REQUEST.
<p>AT THE BEGINNING OF THIS YEAR, ADMINISTRATIVE STAFF DEVELOPMENT A RETENTION PLAN TO ENCOURAGE MORE PART-TIME STAFF TO STAY WITH THE CITY. PART OF THAT PLAN INCLUDED \$.25 PAY INCREASE FOR PART-TIME STAFF WHO HAVE BEEN EMPLOYED FOR AT LEAST ONE YEAR AS OF SEPTEMBER 30, 2023.</p> <p>OUR GOAL IS TO REDUCE TURNOVER AND ASSOCIATED COSTS OF HIRING AND TRAINING NEW EMPLOYEES. BOOST EMPLOYEE MORALE , LEADING TO MORE POSITIVE AND PRODUCTIVE WORK.</p> <p>THE REQUESTED AMOUNT REFLECTS 10 EMPLOYEES FOR THE ANGLETON RECREATION CENTER WHO ARE ELIGIBLE FOR A RATE INCREASE. (10 EMPLOYEES X 1,000 HOURS EACH A YEAR X \$.25)</p>	<p>THE ABILITY TO RETAIN MORE EMPLOYEES, SAVING ON COSTS AND RESOURCES ASSOCIATED WITH FREQUENT RECRUITMENT.</p> <p>IT SHOWS THE ORGANIZATIONS WILLINGNESS TO INVEST IN PART-TIME STAFF, PROMOTING A SENSE OF STABILITY AND TRUST.</p> <p>BOOST EMPLOYEE MORALE.</p>
WHAT ARE THE REVENUE ENHANCEMENTS ASSOCIATED WITH THIS REQUEST?	WHAT ARE THE CONSEQUENCES OF NOT FUNDING THIS REQUEST?
N/A	<p>POTENTIALLY HIGHER TURNOVER RATES, LOWER EMPLOYEE MORALE.</p> <p>HIGHER LONG-TERM COSTS: WHILE NOT PROVIDING THE RETENTION RATE INCREASE MAY SAVE MONEY IN THE SHORT TERM, THE LONG-TERM COSTS ASSOCIATED WITH HIGH TURNOVER, DECREASED PRODUCTIVITY, AND RECRUITMENT CAN BE SIGNIFICANTLY HIGHER.</p>
SUMMARIZE NEW POSITIONS IN THIS REQUEST.	REVIEW COMMENTS

# PROPOSED BUDGET FY 2025

<b>FUND</b>	<b>DEPARTMENT</b>	<b>DIVISION</b>
60 ANGLETON ACTIVITY CENTER	506 MAINTENANCE	60-506 506 MAINTENANCE

## PACKAGES DETAILS - ACTIVE

<b>TITLE</b>	LIFEGUARD AND SLIDE COVERAGE - YEAR ROUND	<b>TYPE</b>	TYPE	<b>GOAL</b>	GOAL	<b>RANK</b>	02
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### RESOURCES REQUESTED

LINE ITEM	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
106 PT SALARIES	\$141,733	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$141,733</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### COMMENTS

WHAT IS THE PURPOSE OF THIS REQUEST?	DESCRIBE THE BENEFITS THAT WILL BE GAINED FROM THIS REQUEST.
<p>AS THE ANGLETON RECREATION CENTER ATTRACTS MORE MEMBERS AND GUESTS, ENSURING SUFFICIENT SUPERVISION OF THE POOL AREA IS ESSENTIAL. STAFF MEMBERS PROPOSE INCREASING STAFFING TO EFFECTIVELY MONITOR THE POOL'S SIZE, ADDRESS BLIND SPOTS, AND ACCOMMODATE INCREASED USAGE. FOLLOWING ASSESSMENTS CONDUCTED ACCORDING TO RED CROSS AND TML STANDARDS, IT HAS BEEN RECOMMENDED TO ENHANCE STAFF COVERAGE DURING POOL OPERATING HOURS. ADDITIONALLY, IT HAS BEEN DETERMINED THAT THE LARGE SLIDE NECESSITATES AN ATTENDANT AT THE TOP DURING OPERATION. THIS PROPOSAL ENTAILS INCREASING LIFEGUARD COVERAGE TO FIVE INDIVIDUALS THROUGHOUT ALL OPERATIONAL HOURS, ALONG WITH ASSIGNING A SLIDE ATTENDANT DURING ALL OPEN SWIM TIMES.</p>	<p>ENHANCED SAFETY: MORE LIFEGUARDS MEAN MORE EYES WATCHING THE POOL AREA, WHICH REDUCES THE CHANCES OF MISSING A SWIMMER IN DISTRESS OR AN UNSAFE SITUATION.</p> <p>QUICKER RESPONSE TIMES: WITH MORE LIFEGUARDS STATIONED AROUND THE POOL, THE RESPONSE TIME TO EMERGENCIES OR POTENTIAL HAZARDS IS SIGNIFICANTLY REDUCED. THIS CAN MAKE A CRITICAL DIFFERENCE IN SAVING LIVES OR PREVENTING INJURIES.</p> <p>BETTER SUPERVISION: LIFEGUARDS CAN EFFECTIVELY MANAGE THE BEHAVIOR OF SWIMMERS, ENSURING EVERYONE FOLLOWS POOL RULES AND GUIDELINES FOR SAFE SWIMMING PRACTICES.</p> <p>HANDLING CROWDS: DURING PEAK TIMES, SUCH AS WEEKENDS, HOLIDAYS AND PEAK SEASON, POOLS CAN GET CROWDED. ADDITIONAL LIFEGUARDS HELP MANAGE LARGER NUMBERS OF SWIMMERS MORE EFFECTIVELY.</p>
WHAT ARE THE REVENUE ENHANCEMENTS ASSOCIATED WITH THIS REQUEST?	WHAT ARE THE CONSEQUENCES OF NOT FUNDING THIS REQUEST?
<p>N/A</p>	<p>INCREASED SAFETY RISKS: INSUFFICIENT LIFEGUARD COVERAGE MAY RESULT IN DELAYED RESPONSE TIMES TO EMERGENCIES OR POTENTIAL HAZARDS IN THE POOL AREA, INCREASING THE RISK OF ACCIDENTS, INJURIES, OR DROWNING INCIDENTS.</p> <p>INADEQUATE SUPERVISION: WITHOUT ADDITIONAL LIFEGUARDS AND A DEDICATED SLIDE ATTENDANT, IT BECOMES CHALLENGING TO EFFECTIVELY MONITOR ALL AREAS OF THE POOL AND ENSURE SWIMMERS ARE FOLLOWING SAFETY RULES. THIS COULD LEAD TO UNSAFE BEHAVIORS OR OVERCROWDING ISSUES.</p> <p>NON-COMPLIANCE WITH STANDARDS: FAILURE TO MEET RECOMMENDED STAFFING LEVELS BASED ON RED CROSS AND TML ASSESSMENTS MAY RESULT IN NON-COMPLIANCE WITH SAFETY STANDARDS AND REGULATIONS. THIS COULD POTENTIALLY LEAD TO LEGAL LIABILITIES OR LOSS OF INSURANCE COVERAGE.</p> <p>NEGATIVE IMPACT ON MEMBER EXPERIENCE: REDUCED SUPERVISION AND SAFETY COULD IMPACT THE OVERALL EXPERIENCE OF MEMBERS AND GUESTS USING THE POOL. IT MAY DETER NEW MEMBERSHIPS AND AFFECT THE SATISFACTION OF CURRENT MEMBERS.</p>
SUMMARIZE NEW POSITIONS IN THIS REQUEST.	REVIEW COMMENTS

# PROPOSED BUDGET FY 2025

<b>FUND</b>	<b>DEPARTMENT</b>	<b>DIVISION</b>
60 ANGLETON ACTIVITY CENTER	506 MAINTENANCE	60-506 506 MAINTENANCE

**PACKAGES DETAILS - ACTIVE**

<b>TITLE</b>	WATER SAFETY INSTRUCTORS	<b>TYPE</b>	TYPE	<b>GOAL</b>	GOAL	<b>RANK</b>	03
<b>RESOURCES REQUESTED</b>							
<b>LINE ITEM</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>		
106 PT SALARIES	\$9,381	\$0	\$0	\$0	\$0		
<b>TOTAL</b>	<b>\$9,381</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		

<b>COMMENTS</b>	
<b>WHAT IS THE PURPOSE OF THIS REQUEST?</b>	<b>DESCRIBE THE BENEFITS THAT WILL BE GAINED FROM THIS REQUEST.</b>
<p>IN SPRING 2024, OUR CONTRACTED INSTRUCTOR FOR PRIVATE SWIM LESSONS ENDED THERE CONTRACT WITH THE CITY. IN AN EFFORT TO CONTINUE OFFERING A PROGRAM THAT HELPS TO ENSURE THE SAFETY OF KIDS IN AND AROUND WATER, STAFF IMPLEMENTED IN-HOUSE SWIM LESSONS FOR THE SUMMER.</p> <p>OUR REQUEST IS TO CONTINUE OFFERING A GROUP SWIM LESSON PROGRAM TO OUR COMMUNITY YEAR ROUND TAUGHT BY AQUATIC STAFF.</p>	<p>ENHANCE SAFETY AND LIFESAVING SKILLS FOR YOUTH.</p> <p>LEARNING TO SWIM SIGNIFICANTLY REDUCES THE RISK OF DROWNING, ESPECIALLY AMONG CHILDREN. PARTICIPANTS ACQUIRE ESSENTIAL WATER SAFETY SKILLS, SUCH AS FLOATING, TREADING WATER, AND BASIC RESCUE TECHNIQUES.</p> <p>SWIM LESSONS BUILD CONFIDENCE IN THE WATER, HELPING INDIVIDUALS FEEL MORE COMFORTABLE AND LESS FEARFUL, WHICH IS CRUCIAL FOR PREVENTING PANIC IN EMERGENCY SITUATIONS.</p>
<b>WHAT ARE THE REVENUE ENHANCEMENTS ASSOCIATED WITH THIS REQUEST?</b>	<b>WHAT ARE THE CONSEQUENCES OF NOT FUNDING THIS REQUEST?</b>
<p>PREVIOUS AGREEMENT WITH CONTRACTED INSTRUCTOR WAS AT A 70/30 SPLIT IN FAVOR OF THE INSTRUCTOR. OFFERING AS IN-HOUSE PROGRAM WOULD PUT GROUP SWIM LESSONS IN THE TIER 5 FOR COST RECOVERY AT 150%.</p>	<p>FAILED OPPORTUNITY TO PROVIDE CRITICAL SAFETY RESOURCE TO THE COMMUNITY.</p> <p>LOSS OF ANTICIPATED REVENUE OF \$20,000</p>
<b>SUMMARIZE NEW POSITIONS IN THIS REQUEST.</b>	<b>REVIEW COMMENTS</b>
<p>INSTRUCT AND EDUCATE PARTICIPANTS ENROLLED IN THE SWIM LESSON PROGRAM AND PROVIDE BASIC WATER SAFETY AWARENESS.</p> <p>PLAN AND ORGANIZE CLASS OUTLINES AND OBJECTIVES WHILE FOLLOWING AMERICAN RED CROSS LEARN TO SWIM PROGRAM.</p> <p>ABILITY TO ADAPT YOUR TEACHING APPROACH TO MATCH THE EXPERIENCE AND ABILITIES OF PROGRAM PARTICIPANTS.</p>	

# PROPOSED BUDGET FY 2025

<b>FUND</b>	<b>DEPARTMENT</b>	<b>DIVISION</b>
60 ANGLETON ACTIVITY CENTER	506 MAINTENANCE	60-506 506 MAINTENANCE

## PACKAGES DETAILS - ACTIVE

TITLE	AQUATIC ASSISTANT	TYPE	TYPE	GOAL	GOAL	RANK	04
<b>RESOURCES REQUESTED</b>							
LINE ITEM	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029		
106 PT SALARIES	\$24,371	\$0	\$0	\$0	\$0	\$0	
203 APPAREL	\$192	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL</b>	<b>\$24,563</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

<b>COMMENTS</b>	
WHAT IS THE PURPOSE OF THIS REQUEST?	DESCRIBE THE BENEFITS THAT WILL BE GAINED FROM THIS REQUEST.
<p>WITH RISING GUEST USAGE, PARTICULARLY IN THE POOL, THERE IS AN INCREASING NEED FOR STAFF TO UPHOLD EXCEPTIONAL CUSTOMER SERVICE, ENSURE ONGOING PATRON SAFETY, MAINTAIN BUILDING SECURITY, AND STREAMLINE OPERATIONS. MOREOVER, THE POOL REQUIRES DILIGENT OVERSIGHT OF CHEMICAL BALANCE, DIVERSE STAFFING REQUIREMENTS, AND REGULAR PREVENTIVE MAINTENANCE. THESE RESPONSIBILITIES HAVE BECOME CHALLENGING FOR THE AQUATIC MANAGER TO MANAGE INDEPENDENTLY. INTRODUCING AN AQUATIC ASSISTANT WOULD ALLEVIATE THESE PRESSURES BY PROVIDING SUPPORT DURING EVENINGS AND WEEKENDS, THEREBY EASING THE WORKLOAD ON THE AQUATIC MANAGER.</p>	<p><b>LEADERSHIP AND SUPERVISION:</b> THE AQUATIC ASSISTANT OVERSEES AND COORDINATES THE ACTIVITIES OF LIFEGUARDS ON DUTY. THEY ENSURE THAT ALL LIFEGUARDS ARE PROPERLY TRAINED, UNDERSTAND THEIR RESPONSIBILITIES, AND ARE POSITIONED EFFECTIVELY TO MONITOR SWIMMERS AND RESPOND TO EMERGENCIES PROMPTLY.</p> <p><b>EMERGENCY RESPONSE COORDINATION:</b> IN THE EVENT OF AN EMERGENCY, THE AQUATIC ASSISTANTS ASSUMES A LEADERSHIP ROLE. THEY COORDINATE RESCUE EFFORTS, DIRECT LIFEGUARDS TO THEIR ASSIGNED ZONES, AND COMMUNICATE WITH OTHER STAFF AND EMERGENCY SERVICES AS NEEDED.</p> <p><b>TRAINING AND CERTIFICATION:</b> AQUATIC ASSISTANT OFTEN PLAY A ROLE IN TRAINING NEW LIFEGUARDS AND CONDUCTING REGULAR SKILL DRILLS AND EMERGENCY SIMULATIONS TO MAINTAIN READINESS. THEY ENSURE LIFEGUARDS ARE UP-TO-DATE WITH CERTIFICATIONS SUCH AS CPR, FIRST AID, AND LIFEGUARDING TECHNIQUES.</p> <p><b>MAINTENANCE AND INSPECTIONS:</b> THEY MAY ASSIST IN REGULAR INSPECTIONS OF POOL EQUIPMENT AND FACILITIES TO ENSURE EVERYTHING IS IN WORKING ORDER AND SAFE FOR PUBLIC USE. THEY REPORT ANY MAINTENANCE ISSUES PROMPTLY FOR RESOLUTION.</p>
WHAT ARE THE REVENUE ENHANCEMENTS ASSOCIATED WITH THIS REQUEST?	WHAT ARE THE CONSEQUENCES OF NOT FUNDING THIS REQUEST?
<p>INCREASE FOCUS ON MEMBER EXPERIENCE, SAFETY, AND REDUCING MAINTENANCE DOWNTIME MAY HELP INCREASE DAY PASSES AND MEMBERSHIPS.</p>	<p><b>INCREASED WORKLOAD:</b> WITHOUT AN AQUATIC ASSISTANT, THE AQUATIC MANAGER MAY BECOME OVERWHELMED WITH THE ADDITIONAL RESPONSIBILITIES OF MANAGING INCREASING GUEST USAGE, MAINTAINING SAFETY STANDARDS, AND OVERSEEING POOL OPERATIONS. THIS COULD LEAD TO STRESS AND POTENTIAL BURNOUT AMONG STAFF.</p> <p><b>COMPROMISED SAFETY AND CUSTOMER SERVICE:</b> THE ABSENCE OF AN AQUATIC ASSISTANT MAY RESULT IN REDUCED SUPERVISION DURING BUSY EVENING AND WEEKEND HOURS. THIS COULD COMPROMISE THE SAFETY OF PATRONS AND DIMINISH THE LEVEL OF CUSTOMER SERVICE PROVIDED, IMPACTING OVERALL SATISFACTION AND POTENTIALLY LEADING TO SAFETY INCIDENTS.</p> <p><b>INEFFICIENT OPERATIONS:</b> THE AQUATIC MANAGER WILL CONTINUE TO WORK OVERTIME TO MANAGE TASKS SUCH AS CHEMICAL BALANCE MONITORING, STAFFING NEEDS, AND ROUTINE MAINTENANCE WITHOUT ADDITIONAL SUPPORT. THIS COULD RESULT IN OPERATIONAL INEFFICIENCIES, LONGER RESPONSE TIMES TO MAINTENANCE ISSUES, AND POTENTIAL DISRUPTIONS TO POOL SERVICES.</p>