



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, MAY 24, 2022, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

1. Ceremonial Presentation of May Keep Angleton Beautiful Yard of the Month and Business of the Month.
2. Presentation of the TXU Leadership Sustainability Award.

CONSENT AGENDA

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

3. Discussion and possible action on an agreement with JustFOIA for public information requests management software.
4. Discussion and possible action on a resolution appointing the Planning and Zoning Commission as the Capital Improvements Advisory Committee and appointing a

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

- [5.](#) Discussion and possible action on a resolution denying the distribution cost recovery factor rate request of Texas-New Mexico power company made on or about April 5, 2022; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; requiring the reimbursement of municipal rate case expenses; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.
- [6.](#) Discussion and possible action on a resolution designating authorized signatories for contractual documents and documents for requesting funds pertaining to the General Land Office Community Development Block Grant – Mitigation Supplemental Program (CDBG-MIT Supplemental) Contract # 22-119-002-D360 and providing that this resolution shall become effective from and after its passage.
- [7.](#) Discussion and possible action on a resolution designating authorized adopting/reaffirming the Civil Right Policies and Procedures for the General Land Office Community Development Block Grant – Mitigation Supplemental Program (CDBG-MIT Supplemental) Contract # 22-119-002-D360 and providing that this resolution shall become effective from and after its passage.
- [8.](#) Discussion and possible action on resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through June 11, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
- [9.](#) Discussion and possible action on a resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through July 10, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
- [10.](#) Discussion and possible action on a resolution adopting a policy and procedure for contacting our medically fragile residents during and after a disaster or other event that may have a negative impact on the community.
- [11.](#) Discussion and possible action on a letter to the Texas General Land Office regarding the creation of a City Hazard Mitigation Action Plan.
- [12.](#) Discussion and possible action on an ordinance amending the Parks and Recreation tables in the fee schedule in the consolidated schedule of fees of the code of ordinances of the City of Angleton, Texas, revising and providing for an increase in the rates to be charged for membership by the City of Angleton; providing for repeal of conflicting ordinances; providing severability clause; providing for an open meetings clause; providing a penalty; and providing an effective date.

- [13.](#) Discussion and possible action on Angleton Recreation Center hours of operation.
- [14.](#) Discussion and possible action on the Parks & Recreation Standards Manual.
- [15.](#) Discussion and possible action on a variance to waive fees for the Juneteenth Mass Gatherings permit.
- [16.](#) Discussion and possible action on a perpetual sidewalk easement agreement with Robert R. Jones, due to tree roots making the sidewalk impassable and dangerous.
- [17.](#) Discussion and possible action on the Quarterly Investment Reports for December 2021.
- [18.](#) Discussion and possible action to approve the Quarterly Investment Reports for March 2022.
- [19.](#) Discussion and possible action on a waiver of all permitting and building fees associated with the reconstruction of a residential structure at 317 N. Parrish Street.
- [20.](#) Discussion and possible action on an interlocal agreement with South Central Planning and Development Commission (SCPDC) through its agent, the Capital Area Council of Governments (CAPCOG), for the provision of My Government Online software for the Development Services Department.

PUBLIC HEARINGS AND ACTION ITEMS

- [21.](#) Conduct a public hearing in accordance to determine whether the structure located on the property at 316 W. Rogers Street, Angleton, Brazoria County, Texas 77515 complies Chapter 5 - Buildings and Building Regulations and Chapter 11 - Housing of the Code of Ordinances; and whether such structure shall be demolished in accordance with Chapter 5 - Buildings and Building Regulations, Article XII - Substandard Buildings, Sec. 5-572 - "Authority regarding substandard building" of the Code of Ordinances.
- [22.](#) Conduct a public hearing to determine whether the structure located on the property at 320 W. Peach Street, Angleton, Brazoria County, Texas 77515 complies Chapter 5 - Buildings and Building Regulations and Chapter 11 - Housing of the Code of Ordinances; and whether such structure shall be demolished in accordance with Chapter 5 - Buildings and Building Regulations, Article XII - Substandard Buildings, Sec. 5-572 - "Authority regarding substandard building" of the Code of Ordinances.
- [23.](#) Conduct a public hearing in to determine whether the structure, located on the property at 504 Farrer Street, Angleton, Brazoria County, Texas complies with Chapter 5 - Buildings and Building Regulations and Chapter 11 - Housing of the Code of Ordinances; and whether such structure shall be demolished in accordance with Chapter 5 - Buildings and Building Regulations, Article XII - Substandard Buildings, Sec. 5-572 - "Authority regarding substandard building" of the Code of Ordinances.
- [24.](#) Conduct a public hearing, discussion, and possible action on an ordinance rezoning an approximate 2.748 acres in the J. De J. Valderes Survey, Abstract No. 380, City of

Angleton, Brazoria County, Texas, from the Commercial General (C-G) District to the Single Family Residential-7.2 (SF-7.2) District.

- [25.](#) Conduct a public hearing, discussion, and possible action on an ordinance authorizing a Specific Use Permit for use of a recreational vehicle as a residence on property described as Lot 24, Block 134, of the Lorraine Subdivision.
- [26.](#) Conduct a public hearing, discussion, and possible action on an ordinance annexing an approximate 20.00 acres into the City of Angleton and an annexation service plan.
- [27.](#) Conduct a public hearing, discussion, and possible action on the preliminary replat of Riverwood Ranch Sections 3 & 4.

REGULAR AGENDA

- [28.](#) Discussion and possible action on an ordinance authorizing the issuance and sale of the City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.
- [29.](#) Discussion and possible action on the sale of property within the City limits.
- [30.](#) Discussion and possible action on the Houston-Galveston Area Council (H-GAC) Transportation Improvement Program Grant (TIP) for Henderson Road Improvement Project
- [31.](#) Discussion and possible action on Riverwood Ranch private park.
- [32.](#) Discussion and possible action on the Austin Colony Development Agreement.
- [33.](#) Discussion and possible action on Heritage Park Section Three Final Plat.
- [34.](#) Discussion and possible action to provide staff direction on amending the public acceptance process.

ADJOURNMENT

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

CERTIFICATION

I, Frances Aguilar, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, May 20, 2022 by 6:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

/S/ Frances Aguilar

Frances Aguilar, TRMC, MMC
City Secretary

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/24/2022

PREPARED BY: Kyle Livesay, Assistant Director of Parks and Recreation

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

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, will present Yard of the Month to Brian and Dana Ernst at 2 Pecan Place and Business of the Angleton Veterinary Clinic, Dr. Sherry Clark, at 1717 E Mulberry.

RECOMMENDATION:

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 10, 2022

PREPARED BY: Colleen Martin

AGENDA CONTENT: Presentation of the TXU Leadership Sustainability Award.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

The City of Angleton has received the Leadership in Sustainability by TXU Energy and was invited to receive this award on Wednesday, May 4 at the annual Energy Summit in Houston. The City of Angleton has committed to serving its nearly 20,000 residents with sustainable energy solutions by installing 46 Solar, LED park lights along Freedom Park trail. The improvement will save 45,000 kWh each year and lower electrical infrastructure costs in comparison to traditional bulbs. The city also partnered with TXU Energy to plant ten large trees in Freedom Park for residents to enjoy.

RECOMMENDATION:

Recognition of the TXU Leadership Sustainability Award.



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 10, 2022

PREPARED BY: Frances Aguilar

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

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$9,384.86 **FUNDS REQUESTED:** \$9,384.86

FUND: 510-415

EXECUTIVE SUMMARY:

JustFOIA originated in 2014 as software developed by the sister company MCCi, who also manages our document management system, Laserfiche. JustFOIA is designed to manage every step of the public information requests process from the online intake to delivery, including workflow automation, redactions, communication, and reporting. It is an essential tool to streamline the PIR process and will assist in improving the customer service experience while digitizing in-person services. This is a joint project with the City Secretary Department and Police Department.

RECOMMENDATION:

Staff recommends Council approve the agreement with JustFOIA for public information requests management software.

Let's Walk Through the Process of a Records Request



Receive a Records Request

Web-based records requests submission forms are customizable to meet your organization's needs. You can have as many forms as you would like and design a unique form to each request type.

Once the request arrives in the dashboard, you can take it from there!

Capabilities and Benefits

- ✓ See Request's Status in Real Time
- ✓ [In-app Response Documents Upload](#)
- ✓ [Reduced Processing Times](#)
- ✓ [Routes Tasks to Staff and Departments](#)
- ✓ Structured Data for Accurate Collection
- ✓ Required Fields to Prevent Missing Information
- ✓ Get Online, Not In line
- ✓ Required Fields
- ✓ Stay Compliant
- ✓ Eliminates Conversations

[Read About Custom Forms](#)



Manage the Process with Workflow

By creating a new request workflow, a user can assign custom or predefined tasks to given users or departments. Collaborate in-app to complete tasks, gain approvals, process and redact requested records, and securely deliver to requestor automatically!

With [workflows](#), your ability to simplify your process is powered by your imagination.

Process Automation Benefits

- ✓ Never Miss a Deadline
- ✓ Escalate Time-Specific Tasks
- ✓ Stay Compliant With State & Local Laws
- ✓ Route Process-Based Tasks
- ✓ Pause Due Dates

[Learn About Workflow Automation](#)



Communicate with Everyone

While processing the request, it's a breeze to communicate with all departments involved to ensure nothing gets missed in the steps needed to complete the response.

When you need additional information from the requester, reply via the request — it's that easy!

Operational Benefits

- ✓ Eliminates Conversations On Individual Email Accounts
- ✓ Easily Transfers Tasks When Staff Is Out
- ✓ Allows Anyone To See Progress
- ✓ Maintains Consistency Across the Board
- ✓ Tracks General Notes
- ✓ Customize Message Templates

[See Correspondence & Discussion Features](#)



Invoice & Collect Payments Online

Your organization can recover costs for the time and materials needed to complete each inquiry. Gone are the days of fielding phone calls and handwriting credit card numbers. Improve security, and provide daily transaction reports to your finance department.

Operational Benefits

- ✓ Accurately Record Time and Materials
- ✓ Add Custom Fees
- ✓ Create Custom Invoices
- ✓ Enable Secure Payments Online

[Payment Portal Features](#)



Deflect Common Requests

Now that you completed the tasks for the public records request, it is time to release the information to the requester. Requesters can securely access the redacted, approved records via the public portal. Of course, you may respond to the requester with the processed records and leave it at that. However, **if it is a commonly requested record, why not make it available for the public to access by publishing it on your public portal?**

Public Portal Options

- ✓ Customize With Your Brand
- ✓ Embed On Your Website
- ✓ Provide Repetitive Requests
- ✓ Tag Requests With Categories
- ✓ Set Expiration Dates On Records

[Learn About Public Portal](#)



Process Optimization Driven By Analytics

Discover bottlenecks, hold staff accountable for delays, make process improvements and measure impact. Evolve and optimize with JustFOIA reporting.

Reports provide insight into the daily operations in a zoomed out view. Stay in compliance with freedom of information laws and [streamline processes to minimize delays through reporting](#).

Reporting Benefits

- ✓ Standard Commonly Used Reports
- ✓ Customizable Ad-Hoc Reports
- ✓ Increase Transparency Into Process Bottlenecks
- ✓ Improve Your Process, Minimize Delays

[Read About Reporting Features](#)

This Order, designated as Order No. 23038 (the "Order") is entered into as of _____ (the "Order Effective Date"), by and between JustFOIA and Customer.

Item 3.

- A. No amendment or modification to this Order will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Order and any Customer-entered third-party government purchasing agreement ("Purchasing Vehicle"), the provisions of the Purchasing Vehicle shall govern and control.
- B. JustFOIA is an affiliate of MCCi, LLC and is considered an Order Fulfiller for them with regards to specific Purchasing Vehicles.
- C. No change order, notice, direction, authorization, notification or request will be binding upon Customer or JustFOIA, nor will such change be the basis for any claim for additional compensation by JustFOIA, until Customer and JustFOIA have agreed in writing to such change, or to execute a new Order, as appropriate.
- D. Unless provided to the contrary in this Order, to the extent there are any conflicts or inconsistencies between this Order and Customer purchase order, the provisions of this Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.
- E. The Order may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. The counterparts may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
- F. This Order, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.
- G. The preceding Sections of this Order shall survive after termination or expiration of the same.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Order to be executed by their respective duly authorized representatives, evidenced by their signatures below, as of the Order Effective Date.

Item 3.

JustFOIA, Inc. ("JustFOIA")

CITY OF ANGLETON ("Customer")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

121 S. VELASCO STREET
ANGLETON, TX 77515

PRICING

Item 3.



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Client Name: City of Angleton
Order Number: 23038
Order Type: New JustFOIA System

Bill/Ship to: Frances Aguilar faguilar@angleton.tx.us

cc AP Contact: citysecretary@angleton.tx.us

Order Date: March 11, 2022

Subscription Period Start Date: May 15, 2022

Subscription Period End Date: May 14, 2023

Product Description:	Qty.	Unit Cost	DIR-CPO-4453	Total
JustFOIA ANNUAL RECURRING SERVICES				
<input checked="" type="checkbox"/> JustFOIA Pro Tier 2: 10,000-29,999 Population	1	\$6,750.00	\$6,120.56	\$6,120.56
<ul style="list-style-type: none"> •3 TB Storage •Secure Hosting on Azure Government Cloud •Unlimited Users •Training Center LMS •In-App Redaction •Invoicing Module •Dynamic Forms •Advanced Reporting <p>- Includes live monthly training and quarterly product update webinars. - Estimated Release Quarter 1 2022: Dynamic Forms & Advanced Reporting</p>				
<input checked="" type="checkbox"/> Laserfiche Integration for JustFOIA Pro	1	\$1,350.00	\$1,224.11	\$1,224.11
- Requires at least Laserfiche 10.4, installation of CWS API on DMZ and SSL certificate.				

SUBTOTAL - RECURRING ANNUAL SERVICES	\$7,344.68
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Service Description:	Qty.	Unit Cost	DIR-CPO-4453	Total
JustFOIA SERVICE PACKAGES				
<input checked="" type="checkbox"/> JustFOIA Pro Implementation Services	1	Included - 2022 Promotion	Included - 2022 Promotion	Included - 2022 Promotion
<p>- Includes site walkthrough, priority Go Live project management, and Hypercare period</p> <p>- Service fees apply if add-on modules are configured after initial implementation</p>				
<input checked="" type="checkbox"/> Configuration of 2 Public Records Forms	1	Included - 2022 Promotion	Included - 2022 Promotion	Included - 2022 Promotion
- General & Law Enforcement				
<input checked="" type="checkbox"/> Additional Standard Form	1	\$1,500.00	\$1,360.13	\$1,360.13
- Includes requirements gathering, configuration, testing and training				
<input checked="" type="checkbox"/> Laserfiche Integration Installation for JustFOIA Pro	1	\$750.00	\$680.06	\$680.06

SUBTOTAL - ONE-TIME SERVICES	\$2,040.19
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YEAR 1 ORDER COST	\$9,384.86
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This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

Customer has elected to license the JustFOIA software provided as a service (the “**Solution**”).

The Recurring Services portion of this Order will renew twelve (12) months after Services commence unless written notice of termination has been provided. An annual increase of 5% will be applied to the prior year’s billed amount (excluding any initial or one-time discounts) unless Customer has terminated the Order on the earlier of as noted below or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services. The term of the agreement as reflected in the Order is (12) twelve months.

SALES TAX

Sales tax will be invoiced where the Customer is not exempt or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (a) Upon thirty (30) days written notice from the other party that the Agreement or Order shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party’s creditors (a “**Bankruptcy Event**”), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Customer has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order will terminate; or
- (e) If Customer is a city, county, or other government entity the following applies: If Customer’s governing body fails to appropriate sufficient funds to make payments due and to become due during Customer’s next fiscal period, Customer may, terminate the Order as of the last day of the fiscal year for which appropriations were received (each an “**Event of Non-appropriation**”). Customer agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Customer’s then-current fiscal year, or if an Event of Non-appropriation has not occurred by that date, within thirty (30) days of the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Customer agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

PRICING & BILLING TERMS

Item 3.

BILLING

JustFOIA will invoice Customer as follows:

Product/Service Description	Timing of Billing
Recurring Services	<ul style="list-style-type: none">▪ Initial Sale: Upon providing Customer online access to the Solution.▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	Upon delivery completion and Customer acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Customer agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless JustFOIA has been informed by said due date that an invoice is being contested and the reason therefor, may result in the Solution being turned off within ten (10) business days after notice of non-payment to Customer by JustFOIA. Once payment has been received, no refunds for Recurring Services are available.

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost or schedule justifying a change order.

- JustFOIA's completion of a Deliverable to Customer shall constitute that JustFOIA has conducted its own review and believes it meets Customer's requirements. Customer shall then have the right to conduct its own review of the Deliverable as Customer deems necessary. If Customer, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Customer shall have ten (10) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Customer fails to reject any Deliverable within ten (10) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Customer must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within ten (10) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Customer within ten (10) business days from request.
- Customer will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Customer will ensure that all Customer's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this scope; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for, must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Customer does not elect to do as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CUSTOMER REQUIREMENTS

- Provide a visual flow chart and narrative of current records request process(es) and requirements
- Fill out configuration form
- Attend system walkthrough and create any additional users
- Attend Admin and User trainings
- User Acceptance testing
- Complete JustFOIA Training Center trainings and certification

JustFOIA TASKS & DELIVERABLES

- Lead project Kickoff Call to identify implementation milestones
- Deploy site in in the Microsoft Azure Government Cloud
- Establish and configure initial Admin and Power User security credentials
- Personalize Public Portal with Customer branding
- Introduction and walkthrough to customer system
- Configure number of request forms defined in Order and necessary workflow statuses
- Set up current departments and observed holidays

- System email template configuration
- Provide configuration and training for purchased platform add-ons
- Technical support through user testing before going live
- Conduct 1 Remote Administrative Training (2 hours); recording made available in Training Center
- Conduct 1 Remote User System Training (1 hour); recording made available in Training Center
- Provide Hypercare Check-in Service (up to 2 weeks)
- Handoff to Customer Success and Support Teams
- Provide Go-Live Marketing press kit

LASERFICHE INTEGRATION CONFIGURATION

CUSTOMER REQUIREMENTS

- If Laserfiche Cloud:
 - Active subscription to Laserfiche Cloud
 - Named Users:
 - A dedicated named user for archive and reporting
 - If active directory is not used a shared or individual named user for each user account in JustFOIA that will need access to Laserfiche.
 - Single Sign-on/Active Directory sign in:
 - Laserfiche Cloud setup to use client's active directory
 - JustFOIA's CWSAPI will need to be installed on a client's server that has access to both the Laserfiche Cloud and JustFOIA sites. This API is used to allow both JustFOIA and Laserfiche to communicate.
 - The server/site that the API is installed on must be set up to run under Windows Authentication. This will require the server to be on the domain.
- If On Prem:
 - Verify version 10.4 or later of the Laserfiche Server
 - Install CWSAPI on DMZ
 - Valid SSL certificate (not self-signed)
 - Restrict Firewall port access (443)
 - Grant remote server access to JustFOIA as necessary during configuration
- IT review of the Laserfiche Integration User & Configuration Guide

JustFOIA TASKS & DELIVERABLES

- Delivery of installable Common Web Services API (CWS API)
- Configure and implement Laserfiche integration
- Complete testing and training

ASSUMPTIONS, TERMS & CONDITIONS

THESE ASSUMPTIONS, TERMS AND CONDITIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

JustFOIA IS PROVIDED “AS-IS”

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER PRIVACY, CUSTOMER DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

WARRANTIES & DISCLAIMERS

JustFOIA Warranties. JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like (“Malicious Code”) to Customer, provided that if Customer or a user uploads a file containing Malicious Code into the Solution Customer shall be liable for the same; and (iv) to JustFOIA’s knowledge, Customer’s use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party. JustFOIA also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

The warranties herein are void to the extent of any Customer failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Customer without JustFOIA’s written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Customer and Customer accepts a non-transferable, revocable, non-exclusive and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Customer are reserved by JustFOIA.

CUSTOMER RESPONSIBILITIES

Files and other content that JustFOIA may provide to Customer may be protected by intellectual property rights of others. Customer will not copy, upload, download, or share files unless Customer has the right to do so. Customer, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded or otherwise used while using the Solution. Customer will not upload malware or any other malicious software to the Solution. Customer is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Customer agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Customer may only upload public and non-confidential data to the Solution. Customer acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA’s obligations and liability and Customer’s rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Customer will be providing JustFOIA with information. Customer retains full ownership to its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Customer’s information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Customer’s permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Customer hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA’s obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Customer is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Customer’s responsibility to ensure that it has the rights or permission needed to comply with these Terms.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution’s features). These third parties may have access to Customer’s information only for purposes of performing these tasks on JustFOIA’s behalf and under obligations similar to those in JustFOIA’s privacy policy.

The parties acknowledge that in the course the relationship between Customer and JustFOIA, each may receive Confidential Information (as defined below) of the other party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance of the applicable party’s obligations. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by the Order. All consultants assigned by JustFOIA to Customer will sign appropriate forms of confidentiality agreements on or prior to their start date.

“**Confidential Information**” means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the “**Recipient**”) prior to the time of disclosure by the other party (the “**Disclosing Party**”); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Order or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third-party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of the Order for a period of three (3) years thereafter.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered “Works made for Hire” or otherwise a grant of any right, title or interest. Except the license grant herein, all rights to the Solution and all services surrounding the same are and remain with JustFOIA. Customer shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Customer during the Subscription Period.

Except for the license grants hereunder, as between Customer and JustFOIA, Customer retains all rights to Customer data and information.

ACCOUNT SECURITY

Customer is responsible for safeguarding the passwords that are used to access the Solution and agrees not to disclose passwords to any third-party. Customer is

responsible for any activity using its account, whether or not it authorized that activity. Customer will immediately notify JustFOIA of any unauthorized use of Customer's account. Customer acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Customer's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION

JustFOIA will retain Customer's information for as long as its account is active or as needed to provide the Solution. If Customer wishes to cancel its account or request that JustFOIA no longer use Customer's information to provide the Solution, Customer may request that JustFOIA delete its account. JustFOIA may retain and use Customer's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, JustFOIA will try to delete Customer's information quickly upon request. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Customer information from its server's files that Customer has in common with other users. Customer understands and agrees that once the Customer instance of the Solution is decommissioned, JustFOIA may not be able to provide Customer a copy of the data included therein. Customer agrees that it will back up all Customer information that it requires.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website availability, accuracy, the related content, products, or services. Customer is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services. JustFOIA or third parties may from time to time make available to Customer third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Customer of such non-JustFOIA products or services, and any exchange of data between Customer and any non-JustFOIA provider, is solely between Customer and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Customer is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Customer information. If Customer installs or enables non-JustFOIA applications for use with the Solution, Customer acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Customer information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Customer information resulting from any such access by non-JustFOIA application providers. The Solution shall allow Customer to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Customer agrees to hold JustFOIA harmless from and indemnify JustFOIA against any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Customer information as a result of use of non-JustFOIA applications or access to Customer information by non-JustFOIA application providers.

Integration with Non-JustFOIA Services. The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize .net, or Paypal applications). To use such features, Customer may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application

ceases to make the non-JustFOIA application available for interoperation, the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Customer to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

Item 3.

INDEMNIFICATION & LIMITATION OF LIABILITY

IF CUSTOMER IS A GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION THEN CUSTOMER'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CUSTOMER. The Parties acknowledge and agree that indemnification by the Customer is prohibited by the Texas Constitution Sec. III, Art. 51

(a) Mutual Indemnification.

Each party (each an "Indemnifying Party") shall indemnify, defend and hold the other harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third-party claims, demands, suits, or proceedings ("Claims") to the extent caused by the Indemnifying Party and related to:

- Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Order;
- A breach of such the Indemnifying Party's obligations with respect to confidentiality;
- A breach by the Indemnifying Party of applicable laws;
- The grossly negligent acts, or willful misconduct of the Indemnifying Party.

(b) JustFOIA Indemnification.

JustFOIA shall defend, indemnify, and hold Customer harmless against Claims made or brought against Customer by a third-party alleging that the use of the Solution, as provided to Customer under the applicable Order hereto and used in accordance with the Order and relevant documentation, infringes any third-party's intellectual property rights. Notwithstanding the foregoing, JustFOIA shall not be required to indemnify Customer to the extent the alleged infringement: (x) is based on information or requirements furnished by Customer, (y) is the result of a modification made by a party other than JustFOIA, or (z) arises from use of the Solution in combination with any other product or service not provided or approved in writing by JustFOIA. If Customer is enjoined from using the Solution, or JustFOIA reasonably believes that Customer will be so enjoined, JustFOIA shall have the right, at its sole option, to obtain for Customer the right to continue use of the Solution or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to JustFOIA, then the Order and/or applicable addendum may be terminated at either party's option, and JustFOIA's sole liability shall be subject to the limitation of liability provided in this Section.

(c) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH THE ORDER, THE SERVICES, DELIVERABLES AND/OR SOLUTION PROVIDED, OR CUSTOMER'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOLUTION, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO JUSTFOIA BY CUSTOMER UNDER THE APPLICABLE ORDER OR ADDENDUM, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) INDEMNITOR IS NOT REQUIRED TO SPEND MORE THAN \$100,000 PURSUANT TO THIS SECTION, INCLUDING WITHOUT LIMITATION ON ATTORNEYS' FEES, COURT COSTS, SETTLEMENTS, JUDGEMENTS, AND REIMBURSEMENT OF COSTS.

The parties acknowledge that the limitation of warranties and liabilities as set out in this Order are an essential basis of this Order between the parties and that the prices agreed to be paid by Customer for Solution reflect these limitations.

INSURANCE

During the term of this Agreement, JustFOIA shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

JustFOIA, at Customer's request, will name Customer as an additional insured under the Comprehensive General Liability policy. JustFOIA represents that Customer is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

USE OF ASANA

Through the course of this Customer and JustFOIA's relationship, JustFOIA may choose to utilize the third-party service Asana (<http://asana.com/>) for project management and team collaboration. Documentation and correspondence exchanged between JustFOIA and Customer may be stored in Asana. Customer acknowledges that Asana is responsible for secure storage of this documentation, and agrees that Asana's security guidelines located at <https://asana.com/trust> are acceptable for the storage of Customer's data and correspondence exchanged with JustFOIA.

GOVERNMENT PROVISIONS

The provisions below are applicable only if Customer is a city, state, or other governmental entity and then only to the extent required by laws rules and regulations applicable to such entity.

(a) Compliance with Laws.

To the extent applicable to the parties each party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Solution and the performance of the Order.

(b) Equal Opportunity.

To the extent applicable to the parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) Excluded Parties List.

To the extent required by law, JustFOIA agrees to immediately report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

MISCELLANEOUS

(a) Force Majeure.

If either of the parties hereto are delayed or prevented from fulfilling any of its obligations under the Order by force majeure, said parties shall not be liable under the Order for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(b) Audit Rights.

With reasonable notice and at a convenient location, Customer will have the right to audit JustFOIA's records to verify that JustFOIA's invoicing to Customer is correct.

In addition, should any of Customer's regulators legally require access to audit JustFOIA records, JustFOIA will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be JustFOIA Confidential Information.

Customer shall bear all costs associated with audits.

(c) Assignment.

Neither party may assign or otherwise transfer any of its rights, duties or obligations under the Order without the prior written consent of the other party. Either party, however, without any requirement for prior consent by the other, may assign the Order and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such party under the Order. The Order shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and permitted assignees.

(d) Publicity.

JustFOIA may use the name of Customer, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Customer Confidential Information.

(e) Provisions Severable.

If any provision in the Order is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from the Order and the remaining provisions will continue in full force.

(f) Limitation Period.

Neither party shall be liable for any claim brought more than four (4) years after the cause of action for such claim first arose.

(g) Relationship of Parties.

JustFOIA's relationship to the Customer is solely that of an independent contractor and nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Order.

(h) Payment

Once payment has been received, no refunds for Recurring Services (Annual Subscriptions) are available.

(i) Notices.

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

JustFOIA, Inc.
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@justfoia.com



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 10, 2022

PREPARED BY: Frances Aguilar

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

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED: N/A

FUND:

EXECUTIVE SUMMARY:

Staff is presenting a resolution to create the Capital Improvements Advisory Committee in accordance with Section 395.058 of the Texas Local Government Code.

RECOMMENDATION:

Staff recommends approval of the resolution.

RESOLUTION NO. 20220510-000

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, APPOINTING THE PLANNING AND ZONING COMMISSION AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE AND APPOINTING A REPRESENTATIVE THAT RESIDES IN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF ANGLETON, TEXAS WHO IS NOT AN EMPLOYEE OR OFFICIAL OF A POLITICAL SUBDIVISION OR GOVERNMENTAL ENTITY AS AN AD HOC VOTING MEMBER OF THE PLANNING AND ZONING COMMISSION WHEN IT ACTS AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Art. II Zoning Procedures and Administration, Section 28-22 of the Angleton Code of Ordinances, and in accordance with Section 395.058 of the Texas Local Government Code, the Planning And Zoning Commission is appointed to act in an advisory capacity as the Capital Improvements Advisory Committee; and

WHEREAS, the City Council finds that the membership of the planning and zoning commission and is composed of at least one representative of the real estate, development or building industry who is not employee or officials of a political subdivision or governmental entity; and

WHEREAS, Section 395.058 of the Texas Local Government Code provides that if the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision the membership must include a representative from that area; and

WHEREAS, the City Council finds that the membership of the planning and zoning commission does not include at least one representative that resides in the extraterritorial jurisdiction who is not an employee or official of a political subdivision or governmental entity;

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

SECTION 1. The facts set out in the preamble are found to be true and correct and are incorporated herein for all purposes.

SECTION 2. In accordance with Art. II Zoning Procedures and Administration, Section 28-22 of the Angleton Code of Ordinances and Section 395.058 of the Texas Local Government Code the Planning and Zoning Commission is appointed to act in an advisory capacity as the Capital Improvements Advisory Committee, and the following individual, being a resident of the extraterritorial jurisdiction who is not an employee or official of a political subdivision or governmental entity, is hereby appointed as an ad hoc voting member of The Planning And Zoning Commission when it acts as the Capital Improvements Advisory Committee:

_____.

SECTION 3. All other resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 4. This resolution shall be effective and in full force immediately upon its adoption.

PASSED AND APPROVED THIS THE 10TH DAY OF MAY 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Frances Aguilar

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

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: EnterTextHere

FUNDS REQUESTED: EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY:

On April 5, 2022 Texas-New Mexico Power Company ("TNMP") submitted an Application for Approval of a Distribution Cost Recovery Factor ("DCRF") to increase its annual revenues by approximately \$9.7 million. TNMP proposes to implement this increase on September 1, 2022. TNMP's application affects all retail electric providers ("REPs") serving end-use retail electric customers in TNMP's service-area and will affect the retail electric customers of those REPS to the extent the REPs choose to pass along these charges to their customers, which we expect REPs to attempt to do.

A DCRF permits TNMP to recover a profit on the incremental investment it made in its distribution assets during the one-year period year following the end of the test year in its last general rate case or DCRF proceeding, whichever is the most recent; that one-year period for this filing is January 1, 2021 through December 31, 2021. A DCRF filing is a streamlined single-issue proceeding outside of a comprehensive base rate case that moves very quickly. The Commission's rules dictate, pursuant to State law, that September 1, 2022, absent good cause, is the effective date for new rates. This means, absent good cause, the case will be resolved in approximately 150 days. Discovery is also very limited allowing parties to serve, absent good cause, no more than 20 requests for information and requests for admissions of fact. Finally, the City must make its final decision within 60 days of the filing of the application or here, by no later than June 4, 2022.

REPRESENTATION

The law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) has previously represented the Alliance of Texas-New Mexico Power Municipalities (“ATM”) in rate matters involving TNMP, including its most recent comprehensive base rate. Similarly, the firm has represented other Texas cities dealing with rate case matters, therefore providing a depth of experience in dealings with TNMP and the Public Utility Commission of Texas (“PUCT” or “Commission”).

CITY JURISDICTION AND RATE CASE EXPENSES

The City is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Section 33.001 of PURA, has exclusive original jurisdiction over TNMP’s rates, operations, and services within the municipality, and specifically over TNMP’s requested change in rates to recover increased distribution costs under Section 36.210 of PURA. Also, cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. Legal counsel and consultants approved by ATM will submit monthly invoices to ATM that will be forwarded to TNMP for reimbursement.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS AND COURT PROCEEDINGS, IF ANY

TNMP filed its Application for Approval for a DCRF with the City on the same date it filed its application with the Public Utility Commission of Texas. It is important to participate in the Commission’s proceeding because its final decision will impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the PUCT, including any appeal of the City’s decision on rates.

ACTION: DENIAL OF TNMP’S PROPOSED RATE INCREASE

TNMP’s application presents complex issues that merit careful review. The City only has 60 days to act on TNMP’s request. If the City has not acted within 60 days, the application is deemed denied and appealed to the PUCT to be consolidated with the DCRF proceeding pending at the PUCT. And even if the City approves TNMP’s application, under state law, even the approval is “deemed” appealed to the PUCT.

The application was filed on April 5, 2022; therefore, the City has until June 4, 2022 to act. It is virtually impossible for the City to set just and reasonable rates before the expiration of City’s jurisdiction at the 60-day mark. Denial does not preclude the City’s special regulatory counsel and experts an opportunity to perform a review of TNMP’s application and request additional information as necessary to fully evaluate the proposal and determine the most appropriate response. Further, a denial will not eliminate the possibility of resolving the proceeding through settlement.

RECOMMENDATION:

Staff recommends council approve the resolution as presented.

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF _____, TEXAS (“CITY”) DENYING THE DISTRIBUTION COST RECOVERY FACTOR RATE REQUEST OF TEXAS-NEW MEXICO POWER COMPANY MADE ON OR ABOUT APRIL 5, 2022; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, on about April 5, 2022, Texas-New Mexico Power Company (“TNMP”) filed an application for approval to amend its Distribution Cost Recovery Factor (“DCRF”) with the City that will increase TNMP’s rates effective September 1, 2022; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over TNMP’s rates, operations, and services within the municipality, and specifically over its requested amendment to its DCRF under Chapter 36, §36.210; and

WHEREAS, TNMP seeks to include in rates a profit related to its incremental investment in distribution assets it has made from January 1, 2021 through December 31, 2021; and

WHEREAS, the inclusion of TNMP’s profit on its investment in distribution assets in rates, has the effect of increasing TNMP’s revenue requirement by approximately \$9.7 million; and

WHEREAS, the jurisdictional deadline for the City to act in this rate matter is 60 days from the application date, or June 4, 2022; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of TNMP’s application to increase rates; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating TNMP’s rate request, it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by TNMP to change rates, has in the past joined with other local regulatory authorities to form the Alliance of Texas-New Mexico Power Municipalities Cities (“ATM”) and hereby continues its participation in ATM; and

WHEREAS, TNMP simultaneously filed an application for approval of a DCRF with the Public Utility Commission of Texas, and therefore the decision of the Public Utility Commission of Texas will have an impact on the rates paid by the City and its citizens who are customers in TNMP’s service territory, and in order for the City’s participation to be meaningful, it is important that the City promptly intervene in such proceeding at the Public Utility Commission of Texas; and

WHEREAS, TNMP failed to show that its proposed rate change in rates is reasonable and therefore the City has concluded that TNMP’s proposed rate change is unreasonable;

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. The City **DENIES** the rate change TNMP requested on or about April 5, 2022.

Section 3. The City authorizes intervention in proceedings related to TNMP’s application for approval of its DCRF before the Public Utility Commission of Texas and related proceedings in courts of law as part of the coalition of cities known as the Alliance of Texas-New Mexico Power Municipalities (“ATM”).

Section 4. The City hereby orders TNMP to reimburse the City’s rate case expenses as provided in the Public Utility Regulatory Act and that TNMP shall do so on a monthly basis and within 30 days after submission of the City’s invoices for the City’s reasonable

costs associated with the City's activities related to this rate review or to related proceedings involving TNMP before the City, the Public Utility Commission of Texas, or any court of law.

Section 5. Subject to the right to terminate engagement at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving TNMP before the City, the Public Utility Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of TNMP's rate application subject to approval by the City.

Section 6. The City, through its participation in ATM, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to TNMP for reimbursement.

Section 7. A copy of this resolution shall be sent to Texas-New Mexico Power Company, care of Mr. Scott Seamster, Texas-New Mexico Company, 577 N. Garden Ridge Blvd. Lewisville, Texas 75067; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Parkway, Austin, Texas 78756.

Section 8. 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 9. This resolution supersedes any prior inconsistent or conflicting resolution or ordinance.

Section 10. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2022.

Mayor

ATTEST:

City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 10, 2022

PREPARED BY: Patty Swords

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

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$155,791.28

FUNDS REQUESTED: N/A

FUND: Emergency Management

EXECUTIVE SUMMARY:

The Resolution designating authorized signatories for Contractual and Financial Documents is a standard requirement of funding for grant contract #22-119-002-D360. The city applied to the GLO for \$155,791.28 in 2020, to add emergency sirens within city limits. Notification of funding was received in March 2022. There is no matching of funds required.

RECOMMENDATION:

Staff recommends approval of the resolution.

RESOLUTION NO. 20220510-000

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the General Land Office Community Development Block Grant - Mitigation Supplemental Program (CDBG-MIT Supplemental) Contract Number 22-119-002-d360.

WHEREAS, the City of Angleton, Texas has received a 2020 GLO Community Development Block Grant- Mitigation Supplemental award to provide Infrastructure Improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the General Land Office, and;

WHEREAS, an original signed copy of the CDBG-MIT SUPPLEMENTAL *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Angleton, Texas acknowledges that if an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide GLO with the following:

A resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and

A revised CDBG-MIT SUPPLEMENTAL *Depository/ Authorized Signatories Designation Form*.

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

SECTION 1. The Mayor, City Manager, or City Secretary are authorized to execute contractual documents between the General Land Office and the City for the 2020 Community Development Block Grant – Mitigation Supplemental Program.

SECTION 2. The Mayor, City Manager, or City Secretary are authorized to execute the financial documents required for requesting funds approved in the 2020 Community Development Block Grant – Mitigation Supplemental Program.

PASSED AND APPROVED THIS THE 12TH DAY OF APRIL 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 10, 2022

PREPARED BY: Patty Swords

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

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$155,791.28

FUNDS REQUESTED: N/A

FUND: Emergency Management

EXECUTIVE SUMMARY:

The Civil Rights Resolution is a standard requirement of funding for grant contract #22-119 002-D360. The City applied to the GLO for \$155,791.28 in 2020, to add emergency sirens within City limits. Notification of funding was received in March 2022. There is no match of funds required. This is a required action to comply with funding awarded to add three new emergency sirens within the City of Angleton.

RECOMMENDATION:

Staff recommends approval of the resolution.

RESOLUTION NO. 20220510-000**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON ADOPTING/REAFFIRMING THE CIVIL RIGHTS POLICIES AND PROCEDURES FOR THE GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION SUPPLEMENTAL PROGRAM (CDBG-MIT SUPPLEMENTAL) CONTRACT NUMBER 22-119-002-D360 AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE**

WHEREAS, the City of Angleton, Texas, (hereinafter referred to as “City of Angleton”) has been awarded CDBG-MIT funding through a CDBG-MIT Supplemental grant from the Texas General Land Office (hereinafter referred to as “GLO”) for the addition of three emergency sirens;

WHEREAS, the City of Angleton, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

WHEREAS, the City of Angleton, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

WHEREAS, the City of Angleton, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG project area;

WHEREAS, the City of Angleton, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

WHEREAS, the City of Angleton, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City of Angleton, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the CDBG contract, to affirmatively further fair housing;

WHEREAS, the City of Angleton, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

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

SECTION 1. The City of Angleton adopts/reaffirms the following:

- Exhibit A: Citizen Participation Plan and Grievance Procedures;
- Exhibit B: Section 3 Policy;
- Exhibit C: Excessive Force Policy;
- Exhibit D: Section 504 Policy and Grievance Procedures;
- Exhibit E: Fair Housing Policy.

SECTION 2. This Resolution shall be in full force and effect from and after its passage.

PASSED AND APPROVED THIS THE 10TH DAY OF MAY 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A
CITIZEN PARTICIPATION PLAN AND GRIEVANCE PROCEDURES

THE CITY OF ANGLETON

REGARDING THE USE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Citizen Participation Plan was prepared in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended. The 24 CFR 91.105 federal regulations outline the “citizen participation” requirements.

The plan is to be used to address citizen participation in the Community Development Block Grant (CDBG) Program. With receipt of HOME Investment Partnerships (HOME) Program funds, the program will be included under this Citizen Participation Plan.

The Citizen Participation Plan (CPP) sets forth policies and procedures for citizen participation in the development of project specific applications and substantial amendments to these projects with funding.

CERTIFICATION OF COMPLIANCE

The City of Angleton is certifying to the U. S. Department of Housing and Urban Development (HUD) and State Agencies administering HUD programs that they have an approved Citizen Participation Plan, which:

- provides for and encourages citizen participation with emphasis on participation by persons who are residents of slum and blighted areas, by residents in low- and moderate-income neighborhoods, or targeted revitalization areas.
- provides for and encourages citizen participation of residents of public and assisted housing developments, as well as provides information to the public housing authorities within our jurisdiction activities related to these programs.
- provides for and encourages citizen participation of persons with disabilities as well as provides documents in a format accessible to persons with disabilities, upon request.
- provides for and encourages citizen participation of all citizens, including minorities and non-English speaking persons, and identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.
- provides citizens with reasonable and timely notification and access to local meetings, information, and records relating to the City’s proposed and actual use of federal Community Development Block Grant funds.
- provides for public hearings and/or public postings to obtain citizen views; to respond to proposals and questions at all stages of the community development program, including at least the development of needs; and the review of proposed activities, and review of program annual performance. If hearings are held, they shall be after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the disabled; and,

- provides for a timely written response to written complaints and grievances where applicable.

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the CDBG project, such citizens should have ‘meaningful access’ to all aspects of the CDBG project. To provide ‘meaningful access’, Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities. For more information, see LEP.gov.

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of HUD’s CDBG Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Angleton, 121 South Velasco Street, Angleton, Texas 77515, (979) 849-4364 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG program.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG project, whether it is a proposed, ongoing, or completed CDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Civil Rights Officer, at 121 South Velasco Street, Angleton, Texas 77515 or may call (979) 849-4364.
2. A copy of the complaint or grievance shall be transmitted by the Civil Rights Officer to the person/division that is the subject of the complaint or grievance and to the Mayor within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor or their representative shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within fifteen (15) days. The response may be a time extension to further review the complaint or grievance.
4. If the investigation cannot be completed within fifteen (15) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within twenty (20) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG Program Manager for their further review and comment.

If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH AND INVOLVEMENT

Citizens will be provided reasonable advance notice of, and opportunity to comment on proposed activities in an application to the state and for grants already made regarding activities which are proposed to be added, deleted, or substantially changed from the entity's application to the state. The public outreach and notification will be accomplished through one or more of the following methods:

1. Publication of notice in a local newspaper—a published newspaper article may also be used so long as it provides sufficient information regarding program activities and relevant dates.
2. Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
3. Posting of notice on the local entity website (if available).
4. Public Hearing; or
5. Individual notice to eligible cities and other entities as applicable using one or more of the following methods: Certified mail, Electronic mail or fax, First class (regular mail), Personal delivery (e.g., at a Council of Governments meeting).

These details will be included in the Public Comment Version of the Application, prior to submission.

Citizens, with emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals.

PUBLIC COMMENT PROVISIONS AS REQUIRED BY CERTAIN STATE AGENCIES IN THE ADMINISTRATION OF FEDERAL PROGRAMS

When public notice is the sole required notification process for the submission of an application from a State agency, the following provisions shall be observed the City

A copy of a substantially complete application will be made available to allow for 14 days of public comment, but are not limited to:

1. The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and any anticipated program income).
2. The range of activities that may be undertaken with the CDBG funds.
3. The estimated amount of the CDBG- funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate- income persons.
4. The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under § 570.488.

5. The development of housing and community development needs

When a public hearing is required for submission of an application from a State agency, the following provisions shall be observed by the City:

1. As stated in the COVID-19 Disaster Declaration Proclamation dated March 13th, 2020; public hearings may be held virtually or in person, pursuant to Section 418.017 of the code; “authorization to use all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.” Public notice of all hearings must be posted at least seventy-two (72) hours prior to the scheduled hearing.
2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens. An interpreter should be present to accommodate the needs of the non-English speaking residents at all public hearing where applicable.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must plan for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing, when required by a Federal Program, shall be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. If the agency requires a public hearing for submission, then a public notice shall be posted at city hall and the community’s website notifying the public of the project selected at least 5 days prior to the submission of the application.

The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

CITY OF ANGLETON, TEXAS

Jason Perez

Mayor

Signed this 10th day of May 2022

EXHIBIT B
SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u the City of Angleton agrees to implement the following steps, which, to the greatest extent feasible, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

1. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
2. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
3. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
4. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
5. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
6. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
7. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
8. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations. As officers and representatives of the City of Angleton, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

CITY OF ANGLETON, TEXAS

Jason Perez

Mayor

Signed this 10th day of May 2022

EXHIBIT C
EXCESSIVE FORCE POLICY

In accordance with 24 CFR 91.325(b)(6), the City of Angleton hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Angleton to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Angleton to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Angleton will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Angleton, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

CITY OF ANGLETON, TEXAS

Jason Perez

Mayor

Signed this 10th day of May 2022

EXHIBIT D
SECTION 504 POLICY AGAINST DISCRIMINATION
BASED ON HANDICAP AND GRIEVANCE PROCEDURES

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Angleton (Grant Recipient that employs fifteen or more persons) hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Angleton does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Angleton's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Angleton shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, the City of Angleton shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Angleton to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to: Colleen Martin, Human Resource Director, 121 South Velasco Street, Angleton, Texas 77515, (979) 849 – 4364, who has been designated to coordinate Section 504 compliance efforts.09/1/2019
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by Colleen Martin, Human Resource Director, Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Colleen Martin, Human Resource Director, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Angleton relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Angleton within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Angleton complies with Section 504 and HUD regulations.

CITY OF ANGLETON, TEXAS

Jason Perez

Mayor

Signed this 10th day of May 2022.

EXHIBIT E
FAIR HOUSING POLICY

In accordance with Fair Housing Act, the City of Angleton hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Angleton agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Angleton agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Angleton will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Angleton, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

CITY OF ANGLETON, TEXAS

Jason Perez

Mayor

Signed this 10th day of May 2022.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 05/10/2022

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20220510-000 extending the disaster declaration signed by the Mayor on March 17, 2020, through June 11, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date. (LaMont)

AGENDA ITEM SECTION: Consent Agenda

BUDGETTED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Extending the Mayor's COVID-19 Disaster Declaration for another 30 days.

RECCOMENDATION:

Staff recommends council approving this Resolution.

RESOLUTION NO. 20220510-000

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, RATIFYING THE DISASTER DECLARATION SIGNED BY THE MAYOR ON MARCH 17, 2020, AND CONSENTING TO ITS CONTINUATION THROUGH JUNE 11, 2022; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 17, 2020, Mayor Jason Perez, acting in accordance with authority granted to him under Section 418.108(a) of the Texas Government Code and the City's Home Rule Charter, declared a local state of disaster for the City due to concerns related to the novel coronavirus (COVID-19); and

WHEREAS, Section 418.108(b) of the Texas Government Code the City of Angleton, consenting to the renewal and continuation of the declaration of disaster in each subsequent month; and

WHEREAS, the conditions necessitating the disaster declaration continue to exist; and

WHEREAS, the City Council supports the disaster declaration signed by Mayor Jason Perez on March 17, 2020 and consented to its continuation.

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

SECTION 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. That a local state of disaster for public health is hereby declared for the City of Angleton, Texas pursuant to §418.108(a) of the Texas Government Code, and the City Council hereby consents to its continuation through June 11, 2022, or until such time as it is terminated by the Mayor, provided that the Mayor gives City Council seventy-two hours' notice of proposed termination.

SECTION 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster for public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster activates the City emergency management plan.

SECTION 5. The Mayor is authorized to sign this Resolution and the City Secretary to attest.

SECTION 6. This Resolution shall become effective and be in full force and effect upon execution by the Mayor.

RESOLUTION NO. 20220510-000

Page 2 of 2

PASSED AND APPROVED THIS THE 10TH DAY OF MAY 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 05/24/2022

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20220524-000 extending the disaster declaration signed by the Mayor on March 17, 2020, through July 10, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date. (LaMont)

AGENDA ITEM SECTION: Consent Agenda

BUDGETTED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Extending the Mayor's COVID-19 Disaster Declaration for another 30 days.

RECCOMENDATION:

Staff recommends council approving this Resolution.

RESOLUTION NO. 20220524-000

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, RATIFYING THE DISASTER DECLARATION SIGNED BY THE MAYOR ON MARCH 17, 2020, AND CONSENTING TO ITS CONTINUATION THROUGH JULY 10, 2022; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 17, 2020, Mayor Jason Perez, acting in accordance with authority granted to him under Section 418.108(a) of the Texas Government Code and the City's Home Rule Charter, declared a local state of disaster for the City due to concerns related to the novel coronavirus (COVID-19); and

WHEREAS, Section 418.108(b) of the Texas Government Code the City of Angleton, consenting to the renewal and continuation of the declaration of disaster in each subsequent month; and

WHEREAS, the conditions necessitating the disaster declaration continue to exist; and

WHEREAS, the City Council supports the disaster declaration signed by Mayor Jason Perez on March 17, 2020 and consented to its continuation.

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

SECTION 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. That a local state of disaster for public health is hereby declared for the City of Angleton, Texas pursuant to §418.108(a) of the Texas Government Code, and the City Council hereby consents to its continuation through July 10, 2022, or until such time as it is terminated by the Mayor, provided that the Mayor gives City Council seventy-two hours' notice of proposed termination.

SECTION 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster for public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster activates the City emergency management plan.

SECTION 5. The Mayor is authorized to sign this Resolution and the City Secretary to attest.

SECTION 6. This Resolution shall become effective and be in full force and effect upon execution by the Mayor.

RESOLUTION NO. 20220524-000

Page 2 of 2

PASSED AND APPROVED THIS THE 24TH DAY OF MAY 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 05/24/2022

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20220524-000 adopting a policy and procedure for contacting our medically fragile residents during and after a disaster or other event that may have a negative impact on the community. (LaMont)

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Adopting a policy on contacting medically vulnerable residents during disasters.

RECCOMENDATION:

Staff recommends council approving this Resolution.

RESOLUTION NO. 20220524-000**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS ADOPTING A POLICY AND PRECEDURE FOR CONDUCTING WELLNESS CHECKS ON MEDICALLY FRAGILE RESIDENTS DURING DISASTERS**

WHEREAS, the City of Angleton participates in the State initiative State of Texas Emergency Assistance Registry (STEAR) which provides names and contact information of residents who are more vulnerable to disasters; and,

WHEREAS, a wide variety of disaster situations have the potential to have a negative impact on our Medically Fragile residents: and,

WHEREAS, City residents may voluntarily participate in the STEAR program by signing up via telephone or online; and

WHEREAS, Texas Senate Bill 968, signed on June 16, 2021 amends Section 5 to Chapter 418 of the Government Code, requiring jurisdictions to conduct wellness checks on Medically Fragile Individuals during certain emergencies,

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

SECTION 1. The Emergency Management Policy and procedure titled STEAR Wellness Checks for Medically Fragile Residents is hereby adopted as shown in Exhibit A by the City Council of the City of Angleton and resolves to execute the actions stated in the policy.

SECTION 2. All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 3. The meeting at which this resolution was approved was in all things conducted in 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 24TH DAY OF MAY 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

Exhibit A**POLICY AND PROCEDURES
STEAR WELLNESS CHECKS FOR MEDICALLY FRAGILE RESIDENTS POLICY****POLICY:**

Medically fragile individual refers to any individual who, during a time of disaster or emergency would be particularly vulnerable because of a medical condition, including individuals with:

- Alzheimer's disease and other related disorders
- Receiving dialysis services
- Who are diagnosed with a debilitating chronic illness
- Who are dependent on oxygen treatment
- Who have medical conditions that require 24-hour supervision from a skilled nurse
- Have limited financial and transportation abilities

Wellness checks will be done in the event of:

- An extended power, water, or gas outage
- A state of disaster declared
- Any other event considered necessary by the City

If more than one disaster is declared for the same event, or the same event qualifies as an event requiring a wellness check for multiple reasons under events listed above, one wellness check is required to be conducted.

PROCEDURES:

- Wellness checks must be conducted as soon as practicable but not later than 24 hours after an event requiring a wellness check has occurred.
- Wellness checks must ensure that the individual has continuity of care and the ability to continue using electrically powered medical equipment if applicable.
- The Emergency Management Coordinator will conduct verification that wellness checks have been done to ensure that the individuals listed as medically fragile have been notified by the City.
- All registrants on the State's STEAR system will be automatically added to our CodeRED notification system.

Wellness checks must include:

- A personalized telephone call to the resident
- If the individual is unresponsive to a telephone call, an in-person wellness check and
- Be conducted in accordance with this policy, with empathy and discretion

REPORTING AND DOCUMENTATION:

Information collected as to the health, status and unmet needs of these residents will be captured on a shared file to allow other staff to plan and assist our impacted fragile residents. This file will have limited distribution to maintain confidentiality.

FILE RETENTION:

All files created in this process shall be retained electronically on a shared drive for three years following the end of the incident.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 05/24/2022

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20220524-000 providing a letter to the GLO concerning the City of Angleton creating its separate Hazard Mitigation Plan, vice a participant on the Brazoria County plan. This letter may or may not be required but if it is, not providing it will slow down the process. (LaMont)

AGENDA ITEM SECTION: Consent Agenda

BUDGETTED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

A "breakaway" letter to the GLO via H-GAC describing how the City plans to maintain its own Hazard Mitigation Plan.

RECCOMENDATION:

Staff recommends council approving this Resolution.



May 24, 2022

Texas General Land Office
1700 North Congress Avenue
Austin, TX 78701-1495

Mayor Jason Perez

**John Wright,
Mayor pro-tem,
Position 3**

**Mikey Svoboda
Council Member,
Position 1**

**Travis Townsend
Council Member,
Position 2**

**Cecil Booth
Council Member,
Position 4**

**Mark Gongora
Council Member,
Position 5**

**Chris Whittaker
City Manager**

**Frances Aguilar
City Secretary**

Since September of 2018, the City of Angleton has been a participant of the Brazoria County Hazard Mitigation Action Plan. The City has updated our section of the plan in keeping with changes in the City and reassessed priorities. The plan is due to be updated in 2023.

Currently, the City is electing to develop a Mitigation Action Plan independent of the County plan that will become effective when the current plan expires. Stakeholders and partners will be Angleton Independent School District and Angleton Drainage District. It is in the Cities best interest, in addition to maintaining our long partnership with Brazoria County, to be able plan better for our residents in the city limits.

We appreciate the Houston-Galveston Area Council and the Texas General Land Office on this planning project.

Sincerely,

Jason Perez
Mayor

**121 S Velasco
Angleton, TX 77515
Phone: 979-849-4364
Fax: 979-849-5561**

www.angleton.tx.us



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/24/2022

PREPARED BY: Megan Mainer, Director of Parks & Recreation, and Kyle Livesay, Assistant Director of Parks and Recreation.

AGENDA CONTENT: Discussion and possible action on Ordinance No. 20220510-XXX of the City of Angleton, Texas amending the Parks and Recreation tables in the fee schedule in the consolidated schedule of fees of the code of ordinances of the City of Angleton, Texas, revising and providing for an increase in the rates to be charged for membership by the City of Angleton; providing for repeal of conflicting ordinances; providing severability clause; providing for an open meetings clause; providing a penalty; and providing an effective date.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$0.00

FUNDS REQUESTED: \$0.00

FUND: \$0.00

EXECUTIVE SUMMARY:

Parks and Recreation staff have been meeting routinely since December 2021 to assess Angleton Recreation Center operations and annual revenue. The primary goal of this assessment was to determine opportunities to generate increased revenue. Staff analyzed several factors that impact Angleton Recreation Center revenue including how the facility compares to competitors within the market, needs of past and current ARC members, membership structure and offerings, as well as existing facility usage and conditions. Based on data collected, staff will propose recommendations in each of these respective areas to improve Angleton Recreation Center operations.

MARKET COMPARISON BACKGROUND

Enclosed, staff has provided a **local market comparison** of similar facilities and service offerings in the immediate area and includes information like the year facilities were established, hours of operation, daily entry rates, membership rates, and other information related to facility services. Three facilities we assessed opened prior to the Angleton Recreation Center and seven facilities opened after the Angleton Recreation Center. Angleton Recreation Center is one of the only facilities that is open on Sundays. Unlike most facilities, the Angleton Recreation Center offers facility usage until 9pm on Saturday with the exception of 24-hour gyms and gyms with class times as specified hours. Additionally, the Angleton Recreation Center is priced competitively in

comparison to other local offerings and has several daily admission rates available. Lastly, Angleton Recreation Center is the only facility that offers private pool party rentals.

MEMBERSHIP STRUCTURE & OFFERINGS

Staff determined additional revenue could be captured by incorporating scheduled payments via credit/debit card/ACH drafts for monthly membership renewals. Staff has developed a model projection of potential draft revenue collection for review. The Angleton Recreation Center had a successful membership draft system in place until the change in recreation management platforms that took place in early 2019. Upon the 2019 change, initial challenges were encountered with draft payments and staff determined to not utilize the draft process and moved to month to month purchasing for all monthly memberships.

- Over the course of 2021, the ARC sold monthly memberships to 889 different households.
- The average number of months for holding a monthly membership per individual household was 2.3 months.
- The average number of total transactions for monthly memberships was about 163.

Given this information, it can be estimated that the Angleton Recreation Center retains about 18.3% of households over a 1-year period. Because the ARC averages about 163 monthly membership sales per month, it can be estimated that about 60.5 of the 163 are lost at the end of each month.

The Angleton Recreation Center carries 163 memberships per month on average. It can be assumed that an average of 60.5 households per month are being cycled out of our membership base each month.

Industry membership retention averages are usually in the range of 60-70% annually for all memberships. By implementing an automatic draft to monthly memberships, it is reasonable to estimate that 40% retention could be met or exceeded within 6-12 months of implementing the changes. However, staff does not recommend an initial target of greater than 40% until at least 1-year after implementing automatic drafts for monthly memberships.

Staff, also, assessed membership categories and types to get a better understanding of who is purchasing membership and what our most valued membership types are. The Angleton Recreation Center currently offers 34 different types of memberships. Top membership types include monthly Family, Annual Family, Annual Senior Family, Individual Monthly, SilverSneaker/Silver & Fit, and Annual Employee Family memberships. Staff determined quarterly and semiannual membership offerings are not frequently purchased. Additionally, various membership types could be eliminated by embedding discounts into family and individual membership types to reduce the number of offers.

Membership Packages				
	Monthly	Quarterly	Semi-Annual	Annual
Individual 18-59 years	\$32	\$85	\$165	\$305
Family up to 6 dependents	\$44	\$120	\$225	\$425
Additional Person	\$8	\$20	\$40	\$75
Senior Individual 60+ years	\$25	\$65	\$125	\$240
Senior Family	\$35	\$95	\$180	\$335
Youth 11-17 years	\$25	\$65	\$125	\$240
Active Military & First Responder Individual	\$25	\$65	\$125	\$240
Active Military & First Responder Family	\$35	\$95	\$180	\$335

Day Pass Sales and Facility Usage

Daily pass user trends were assessed. Staff found that in the FY2020-21, day pass sales accounted for approximately 41% of all visits to the Angleton Recreation Center while the remaining 58% were made up of facility members. In FY2019-2020, day pass sales accounted for about 20% of all visits. It can be assumed that the increase in day pass usage, when compared to membership for facility usage, is a result of patron's sensitivity to a facility membership commitment during the ongoing COVID-19 pandemic.

Additionally, Day Pass sales made up roughly 40% of total recreation revenue in FY2020-2021 in comparison to the 40% of total revenue made up from membership sales. For comparison, day pass sales are about 30% of total recreation revenue to date in FY2021-22 with about 51% of total revenue made up from membership sales. While the total percentage of day pass sales is trending down in comparison to membership for the current fiscal year, the total percentage of day pass sales revenue will likely increase in the months of May-August as demand increases during the summer months.

Considering the option for facility membership at the Angleton Recreation Center, a demonstrated 3:4 or 1:1 ratio of revenue being generated from day pass sales when compared to membership sales indicates that the pricing structure and facility access options are competing with themselves and are likely impacting overall membership retention levels and revenue generation potential.

Negative impacts to retention and revenue may be mitigated by adopting a pricing structure that more effectively encourages facility users to choose to enroll in a facility membership package while adopting a day pass pricing structure that remains as an affordable option for those not interested in facility membership. Day pass options would benefit from a price point that encourages membership enrollment by users who would consider visiting the facility at a rate of four or more times per month.

Proposed Membership Options		
	Monthly (Draft)	Annual (Pre-Pay)
Individual Membership	\$ 35.00	\$ 350.00

Individuals 12 yrs & Up		
Family Membership Up to 6 individuals from the same household	\$ 50.00	\$ 500.00
Silver Sneaker Membership Eligible individuals	Free Enrollment	
Silver and Fit Membership Eligible individuals	Free Enrollment	
Eligible Membership Discounts Seniors (60+), Active Military, First Responder	-\$10	-\$75
Proposed Day Pass		
Single Use Day Pass	\$ 5.00	

Summary of ARC Membership Management Recommendations

- Re-institute automatic credit/debit/ACH drafts for all monthly membership category renewals.
- Eliminate semi-annual and quarterly membership options. Limit options to monthly or annual membership.
- Reduce the number of membership categories from 34 options to five. Monthly Individual, Annual Individual, Monthly Family, Annual Family, and insurance subsidized senior memberships.
- Used age-based pricing and automatic discounting tools to price adjust for youth, senior, military, and employee memberships.
- Adopt a plan for scheduled membership rate increases that take place every 5 years to account for inflationary changes and other economic considerations.
- Standardize the day pass options to a single per person option that remains affordable but encourages membership as the more cost-effective means of long-term participation at the Angleton Recreation Center.
- Implement retention tracking and member recovery efforts to reduce loss of membership continuity due to scheduled account expirations.
- Increase staff efficiency and availability for direct service by leveraging on-line membership sales, account management features, and advanced customer engagement features to reduce transaction volume for patrons and front-line staff. (ex. reduce 12 individual transactions to a single transaction annually for all monthly patrons)

At the April 18, 2022 ABLC meeting, the corporation voted to approve the proposed membership and day pass fees to begin in May 2022 which are enclosed in your summary.

RECOMMENDATION:

Staff recommends City Council approve Ordinance No. 20220510-XXX of the City of Angleton, Texas amending the Parks and Recreation tables in the fee schedule in the consolidated schedule of fees of the code of ordinances of the City of Angleton, Texas, revising and providing for an increase in the rates to be charged for membership by the City of Angleton; providing for repeal of

conflicting ordinances; providing severability clause; providing for an open meetings clause; providing a penalty; and providing an effective date.

SUGGESTED MOTION:

I move we approve Ordinance No. 20220510-XXX of the City of Angleton, Texas amending the Parks and Recreation tables in the fee schedule in the consolidated schedule of fees of the code of ordinances of the City of Angleton, Texas, revising and providing for an increase in the rates to be charged for membership by the City of Angleton; providing for repeal of conflicting ordinances; providing severability clause; providing for an open meetings clause; providing a penalty; and providing an effective date.

ORDINANCE NO. 20220510-000

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS AMENDING THE PARKS AND RECREATION TABLES IN THE FEE SCHEDULE IN THE CONSOLIDATED SCHEDULE OF FEES OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, REVISING AND PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR MEMBERSHIP BY THE CITY OF ANGLETON; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 10, 2021, the City Council of the City of Angleton established a fee schedule for permits, licenses, and for the services necessary to be performed as provided for under the provisions of this Code of Ordinances of the City of Angleton, Texas; 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;

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

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

SECTION 2. The Fee Schedule in the consolidated schedule of fees of the Code of Ordinances, City of Angleton, Texas, is hereby amended and the Angleton Recreation Center shall charge membership and daily rates for the categories and items as listed in the fee schedule of the City of Angleton shown in Exhibit "A".

SECTION 3. If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Angleton in adopting, and of the Mayor in approving this Ordinance, that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 5. The City Council has found and determined that the meeting at which this Ordinance is considered is open to the public and 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. That this Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED THIS THE 10TH DAY OF MAY 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

Exhibit A

Membership Options		
	Monthly (Draft)	Annual (Pre-Pay)
Individual Membership Individuals 12 years & Up	\$ 35.00	\$ 350.00
Family Membership Up to 6 individuals from the same household	\$ 50.00	\$ 500.00
Silver Sneaker Membership Eligible individuals	Free Enrollment	
Silver and Fit Membership Eligible individuals	Free Enrollment	
Eligible Membership Discounts Seniors (60+), Active Military, First Responder	-\$10	-\$75
Day Pass		
Single Use Day Pass	\$ 5.00	

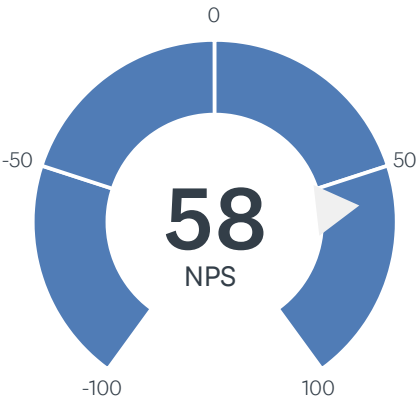
Facility	Year Established	Hours	Day Rates	Memberships	Other
Freeport Recreation Center	1950s	Monday – Friday 5:30AM – 9PM; Saturday 7AM – 1PM	Children 2- 12 years: \$1 Students with ID: \$3 Adults 18 years +: \$5 Seniors 60 years +: \$3 *Active-Duty Military	Family: Monthly \$40 Individual: Monthly \$30 Senior Individual: Monthly \$20 Senior Family: Monthly \$30 Active Military: Monthly \$20 Active Military Family: Monthly \$30 Youth: Monthly \$20 Residents receive \$10 off membership	Seasonal Pool
Lake Jackson Recreation Center	1998	Monday – Friday 5:45AM – 9PM; Saturday 8AM-6PM Pool Monday – Friday 5:45PM – 8:30PM; Saturday 8AM – 5:30PM	Children 3-17 years: \$4 Adults 18 years +: \$6 Seniors 60 years +: \$4	Family: Annual \$440; Monthly \$40; 3M \$120; 6M \$240 Individual: Annual \$330; Monthly \$30; 3M \$90; 6M \$180 Student (10-25): Annual \$275; Monthly \$25; 3M \$75; 6M \$150 Senior Couple (Both 60+): Annual \$330; Monthly \$30; 3M \$90; 6M \$180 Senior Individual: Annual \$275; Monthly \$25; 3M \$75; 6M \$150 Additional Dependent: Annual \$60; Monthly \$5; 3M \$15; 6M \$30 Offer Silver Sneakers, Silver & Fit, AARP Renew Fitness Offer corporate memberships Discounts during months of January and February	No discounts currently on purchases for member/non-member Only offer one party package; no private party options
Frank Stevens Center for Health & Wellness (UTMB) - Angleton	1999	Monday – Thursday 5AM – 8PM; Friday 5AM - 6PM; Saturday 8AM – 12PM	\$5 drop-in rate	Family: Annual \$375 Monthly \$35** draft Individual: Annual \$325; Monthly \$30** draft Family: Monthly \$50 Individual: Monthly \$40	Classes included with membership Direct Draft Payment Option
Angleton Recreation Center	2005	Monday - Friday 5AM - 9PM; Saturday 8AM - 9PM; Sunday 1PM - 6PM	Free - 2 and under \$2 Spectator \$4 3-17; Active Military; Senior 60+ \$5 18-59 \$18 Family Package - Two Adults and up to four children	Family: Annual \$425; Monthly \$44; 3M \$120; 6M \$225 Individual: Annual \$305; Monthly \$30; 3M \$90; 6M \$165 Youth (10-17): Annual \$240; Monthly \$25; 3M \$65; 6M \$125 Senior Couple (Both 60+): Annual \$335; Monthly \$35; 3M \$95; 6M \$180 Senior Individual: Annual \$240; Monthly \$25; 3M \$65; 6M \$125 Additional Dependent: Annual \$75; Monthly \$8; 3M \$20; 6M \$40 Active Military: Annual \$240; Monthly \$25; 3M \$65; 6M \$125 Active Military Family: Annual \$335; Monthly \$35; 3M \$95; 6M \$180	Classes included with membership

Evolution Fitness - Lake Jackson (former powerhouse)	2009	Accessible 24/7	Amenities: Group Classes, Women's Only, Child Care, Cycling, dry saunas, health assessments, hydromassage beds, recovery center, smoothie bar		
Clute Recreation Center	2013	Monday – Friday 5:30AM – 9PM; Saturday 7AM – 1PM	Children 13-17 years: \$3 Adults 18 years +: \$5 Seniors 60 years +: \$3 *Active Duty Military & Veterans	M Family: Annual \$288; Monthly \$30; 3M \$81; 6M \$153 NM Family: Annual \$336; Monthly \$35; 3M \$94; 6M \$178 M Individual: Annual \$192; Monthly \$20; 3M \$54; 6M \$102 NM Individual: Annual \$240; Monthly \$25; 3M \$67; 6M \$127 Senior Individual: Annual \$144; Monthly \$15; 3M \$40; 6M \$76 Senior Family: Annual \$192; Monthly \$20; 3M \$54; 6M \$402 Offer Silver Sneakers, Silver & Fit, AARP Renew Fitness	Seasonal Pool – Day Rates and Monthly Passes Hours T – S 1PM – 6:30PM; SN 1PM – 5:30PM 0 – 3yrs & seniors \$1; \$ 4 - 17yr \$2; 18+years \$3
Snap Fitness – Angleton	2013	Monday – Friday 4AM – 10PM; Saturday 7AM – 7PM Pool Monday – Friday 5:45PM – 8:30PM; Saturday 8AM – 5:30PM	Not advertised; Members must get permission to bring guest and pay fee before.	\$34.99 per month. Contact club to add additional family members.	
Grit Fitness – Lake Jackson	2016	Group Fitness and 24/7 Access to Gym	\$10/drop in. First 3 are free. OCR Training fee \$15/drop in	Month to Month \$120/month 6 Months \$100/month Add 1 Member - \$50/month Add full family \$100/month Punch Card \$80/10 visits	

Absolute Fitness - Angleton	2017	<p>24 Hour Gym Access Amenities: Childcare, Tanning Kids Hours M-F 8AM – 1PM / 4PM – 8PM; F 8AM – Member 1PM / 4PM – 7PM; S 9AM – 1PM 6M – 13 years</p> <p>Memberships have access to all four clubs; Sweeny, Brazoria, WC, Angleton</p> <p>Platinum Memberships have access to Gym, Tan, Childcare, Classes</p>	<p>\$10 day pass \$5 day pass with Active Member</p>	<p>Auto Draft Option Annual: \$24.99/month or \$299.88/year Platinum All Inclusive: \$39.99/month or \$479.88/year Additional Family Members – Add \$10 Open Ended Contract: \$34.99/Month Paid in Full Option 2 Years \$600 (Couple: \$840) 1 Year \$360 (Couple: \$480) 6 Months \$210 (Couple \$315) 3 Months \$120 (Couple \$180) 1 Month \$45 (Couple \$67.50) Silver Sneakers, Group Rate options; 1X Enrollment Fee \$24.99</p>	<p>No discounts currently on purchases for member/non-member</p> <p>Only offer one party package: no private party options</p>
Planet Fitness - Lake Jackson	2017	24/7 Open and Staffed	Can call to request a Day Pass	<p>PF Black Card Perks Offer different promotions. Currently \$22.99/month. Start up fee \$1. Annual fee \$39. Use of any PF Worldwide, Hydromassage, Bring a guest anytime, massage chairs, tanning, fitness training</p>	
F45 Fitness – Lake Jackson	2019	Group Fitness/Training. Book various times M- F 5AM – 6:15PM; S 7:30AM 8:45AM; SN 9AM	Walk in Visit \$20/credit 14 days for \$2		

Q1 How likely is it that you would recommend utilizing the Angleton Recreation Center to a friend or colleague?

Answered: 122 Skipped: 0



DETRACTORS (0-6)	PASSIVES (7-8)	PROMOTERS (9-10)	NET PROMOTER® SCORE
8% 10	25% 31	66% 81	58

Q2 What changes would the Angleton Recreation Center have to make for you to give it an even higher rating?

Answered: 122 Skipped: 0

#	RESPONSES	DATE
1	none	2/12/2022 6:42 PM
2	I live in West Columbia. It's only the drive for me. I would come more if I lived closer.	2/12/2022 8:00 AM
3	None. I rarely rate a 10	2/10/2022 10:45 PM
4	none	2/10/2022 8:44 PM
5	It would be wonderful if there was a kids club (childcare) for younger kids.	2/9/2022 9:31 AM
6	Honor the 12 month period I paid for. Thanks to COVID I was only able to utilize the center for 3 of the 12 months I paid for	2/9/2022 2:14 AM
7	More Aquatic programs.	2/8/2022 1:14 PM
8	Nothing	2/8/2022 12:44 PM
9	None	2/8/2022 9:46 AM
10	Open earlier on Sundays	2/7/2022 10:30 PM
11	I would love for the pool to have the slide working and all the things in the pool working. It wasn't working the entire last year and that was a disappointment.	2/7/2022 10:16 PM
12	Have more classes	2/7/2022 9:05 PM
13	Better temperature control in pool area during cooler months.	2/7/2022 7:55 PM
14	Stronger water aerobic exercises	2/7/2022 4:51 PM
15	have water slide repaired and open, also the times we have been there restrooms were dirty	2/7/2022 4:47 PM
16	Bring back towels and fix showers	2/7/2022 3:50 PM
17	none i enjoy it	2/7/2022 3:14 PM
18	fans	2/7/2022 2:01 PM
19	Larger exercise room with fans.	2/7/2022 1:33 PM
20	NA	2/7/2022 12:52 PM
21	Vacuum the pool (hasn't been done in several years!); clean the restrooms, showers, and lockers consistently. Years ago, when I first started going, the restrooms were always immaculate! It has been a long time since they were that clean.	2/7/2022 12:47 PM
22	I would like to see more variety in fitness classes.	2/7/2022 12:00 PM
23	none	2/7/2022 11:59 AM
24	x	2/7/2022 11:56 AM
25	None	2/7/2022 11:54 AM
26	Nothing	2/7/2022 11:29 AM
27	10	2/7/2022 11:03 AM
28	None	2/7/2022 10:34 AM
29	make the water activities teacher at the senior people in the pool a little nicer	2/7/2022 10:29 AM

Angleton Recreation Center - Facility & Member Feedback Survey

Item 12.

30	Organized game/sport competitions.	2/7/2022 10:08 AM
31	Fix pool slides.	2/7/2022 10:06 AM
32	Facility upgrades including lighting, ceiling tiles, flooring, wall treatment, gym pad replacement, paint, water amenity upgrades, locker room overhaul.	2/7/2022 9:53 AM
33	N/A	2/7/2022 9:44 AM
34	A senior center, a space allocated just for the seniors.	2/7/2022 9:40 AM
35	Stop charging more to people who live outside of the city limits for senior trips	2/7/2022 9:33 AM
36	Locker room showers need to be cleaned daily	2/7/2022 9:25 AM
37	A larger space for the exercise equipment. Even if there aren't many people there, it feels crowded. Keep the pool open until the rec center is closed.	2/7/2022 9:16 AM
38	It is good	2/7/2022 8:33 AM
39	Offer Zumba and yoga early in the morning, 7am at the latest, for people who work. Evening classes are difficult because of family obligations.	2/6/2022 5:57 PM
40	cleaner bathrooms. Specifically the showers. Many of us that are regulars laugh about how we would rather go take a shower at a truckstop in those can be nasty.	2/6/2022 5:27 PM
41	Offer Zumba and yoga early in the morning, 7am at the latest, for people who work. Evening classes are difficult because of family obligations.	2/6/2022 3:11 PM
42	I dont know.	2/4/2022 8:02 AM
43	better workout equipment	2/3/2022 1:46 PM
44	Love the new child care room. Do you have monitors in the weight room so moms can see their kids? Also: I know it's hard to get help, but the swim teacher we had last year was terrible. It would be nice to have les mils classes offered.	2/2/2022 5:55 PM
45	The staff is excellent, helpful, and friendly. At this time, maybe adding more classes. But overall, you do a great job.	2/2/2022 11:12 AM
46	Diversity of classes and more available one-on-one instruction.	2/2/2022 7:54 AM
47	More aqua fitness classes and more variety in the group fitness classes	2/1/2022 10:03 PM
48	If child daycare was available	2/1/2022 8:13 PM
49	I am recently attending the ARC. Employees are attentive and welcoming. Facility is clean. Leadership is responsive to requests. It would be nice if the heater in pool was left on because Monday morning the water is COLD!	2/1/2022 7:10 PM
50	N/A	2/1/2022 10:09 AM
51	Seldom give a ten	2/1/2022 8:11 AM
52	None, it is not for everyone.	2/1/2022 6:11 AM
53	None	1/31/2022 10:02 PM
54	Child area	1/31/2022 9:09 PM
55	?	1/31/2022 9:06 PM
56	Bigger free weights	1/31/2022 9:00 PM
57	I gave it a 10 ???	1/31/2022 8:17 PM
58	Accept UnitedHealthcare-AARP equivalent of Silver Sneakers. Many on Medicare use this insurance but you do not accept it for reimbursement through insurance	1/31/2022 6:48 PM
59	Child Care	1/31/2022 6:32 PM
60	A spectate heated therapeutic pool for adults to use for therapy	1/31/2022 6:26 PM
61	None	1/31/2022 5:04 PM

Angleton Recreation Center - Facility & Member Feedback Survey

Item 12.

62	More mid morning classes	1/31/2022 4:20 PM
63	none	1/31/2022 4:17 PM
64	I love ARC and would recommend it highly. Just as a personal interest, I would love to have an 8:30 am Zumba class offered.	1/31/2022 3:48 PM
65	Some of the kids need to be watched better. I have been there when there are fights and it's getting out of control.	1/31/2022 3:08 PM
66	At this time,I do not have an answer,the staff and employees are extremely competent,friendly and helpful	1/31/2022 2:49 PM
67	none	1/31/2022 2:07 PM
68	Na	1/31/2022 1:38 PM
69	More epilectable machines a little more room.wouks be nice	1/31/2022 1:36 PM
70	None	1/31/2022 1:32 PM
71	I haven't attended in awhile but when I was attending weekly the Dressing rooms needed to be kept cleaner. The pool area Life Guards needed to pay closer attention to ones in the pool.	1/31/2022 1:07 PM
72	The ladies' shower/dressing room has to be consistently cleaner. I mean clean!!! More than one person should be constantly cleaning. I was literally grossed out the last time I visited. I reported the problem to those in charge. All I got was excuses. I chose to not rejoin because I could tell cleanliness was not a priority. Someone should have gone immediately to check on the problem and solve the problem (go clean) no matter their job title or job responsibilities.	1/31/2022 12:59 PM
73	For the facility and pool to open earlier on Saturdays. Also to have a child watch.	1/31/2022 12:53 PM
74	Nothing really... everything is great!	1/31/2022 12:46 PM
75	Good afternoon, to answer your question, there's nothing I can think of to change the status in place at the rec center. A recreation center is a great place for individuals who want to train as well as families training together.	1/31/2022 12:46 PM
76	None	1/31/2022 12:42 PM
77	Yoga and fitness classes on the weekends	1/31/2022 12:41 PM
78	Updated bathroom facilities	1/31/2022 12:23 PM
79	I mostly use the facility for the exercise room, but I think it needs to be cleaned more frequently or given a deeper clean at least once a week, if it's not already being done. I do my best to wipe down everything when I'm done using it, and the wipes turn BLACK from every machine and bench. Sometimes my hands would turn black from using the equipment. I rarely saw anyone else wiping the equipment down after use. I know it's hard to regulate it and I promise I'm not trying to be a Karen about it, but I feel like if I'm wiping down a seat and the cloth turns black, something is wrong. Otherwise, y'all do have a good selection of machines and weights! I hardly have to wait for anything to free up while I'm there. Never too crowded.	1/31/2022 12:21 PM
80	More new and interesting senior trips and senior related programs.	1/31/2022 12:16 PM
81	None	1/31/2022 12:09 PM
82	24 hour access to gym and pool	1/31/2022 11:43 AM
83	child care	1/31/2022 11:37 AM
84	Fix the broken cable machine. The two currently functional cables force people to work back to back or take up a huge area when someone uses both for chest flys.	1/31/2022 11:33 AM
85	Re-implement early morning 5 am classes for those of us that work.	1/31/2022 11:32 AM
86	Install a sauna	1/31/2022 11:25 AM
87	I just didn't like that it seemed to be all older people. Im young. I felt like I didn't fit it.	1/31/2022 11:25 AM
88	None	1/31/2022 11:18 AM
89	nothing that I can think of	1/31/2022 11:18 AM

72

Angleton Recreation Center - Facility & Member Feedback Survey

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90	Sona	1/31/2022 10:57 AM
91	Free gym	1/31/2022 10:52 AM
92	Maybe a snack bar	1/31/2022 10:49 AM
93	cheaper daily rate	1/31/2022 10:49 AM
94	Love everything the way it is ran	1/31/2022 10:49 AM
95	None - can't get higher than a 10	1/31/2022 10:46 AM
96	Expanding	1/31/2022 10:45 AM
97	Maybe early open hrs for the pool on weekends	1/31/2022 10:44 AM
98	More classes for exercise	1/31/2022 10:44 AM
99	My disabled grandson use to go everyday to help him with medical situations to swim. He got along with everyone; until one day one of the ladies in the early morning classes complained about him. The staff would not tell him what the complaint was. (Even in court or on the job if you are accused you do know what your accused of) There was one lady who was not friendly and we were told by the other ladies that she was rude to everyone. He quit going at that point. The water made it easier on his joints and he got exercise that was not painful. This is a man in his mid 30's that is always polite, opens doors etc. I am his caretaker and was with him for every swim and there was no rude comments made by him to anyone, that is not is nature. Because of his disability and my age we both used silver sneakers.	1/31/2022 10:42 AM
100	Lower membership rate for seniors	1/31/2022 10:39 AM
101	Addition of outdoor sport courts - tennis, pickleball	1/31/2022 10:24 AM
102	slide needs to be fixed & reopened	1/31/2022 10:21 AM
103	My only complaint is the way the women's shower and locker area smells. I believe it is cleaned and / or mopped daily, but it never smells clean. It smells like mildew and mold to me. I realize this is a gym and a lot of people are in and out every day but it just does not smell as clean as I believe it could smell.	1/31/2022 10:20 AM
104	Maybe hours of adult swim in the winter not be cut back.	1/31/2022 10:19 AM
105	Probably give me a wake up call the morning of my early classes.	1/31/2022 10:19 AM
106	Have a dedicated check-in area/computer with a screen that also faces out so that members can confirm that their scan was successful.	1/31/2022 10:15 AM
107	Closing time	1/31/2022 10:12 AM
108	Make sure machine are sanitized	1/31/2022 10:08 AM
109	Child care like LJ	1/31/2022 10:07 AM
110	Vacuum the bottom of the pool and hot tub. There is a lot of sediment in the hot tub.	1/31/2022 10:04 AM
111	I really enjoyed working out at the gym located at the Recreation Center, however it is a little small and has limited equipment.	1/31/2022 10:02 AM
112	More fitness classes and bigger weight room	1/31/2022 10:02 AM
113	Instructions on machine use	1/31/2022 10:01 AM
114	More morning adult swim time	1/31/2022 10:01 AM
115	none	1/31/2022 10:00 AM
116	You cannot go higher than a 10!	1/31/2022 10:00 AM
117	More bicycles. Almost always have to wait for one	1/31/2022 9:59 AM
118	add walking trail around outside perimeter.	1/31/2022 9:59 AM
119	None	1/31/2022 9:57 AM

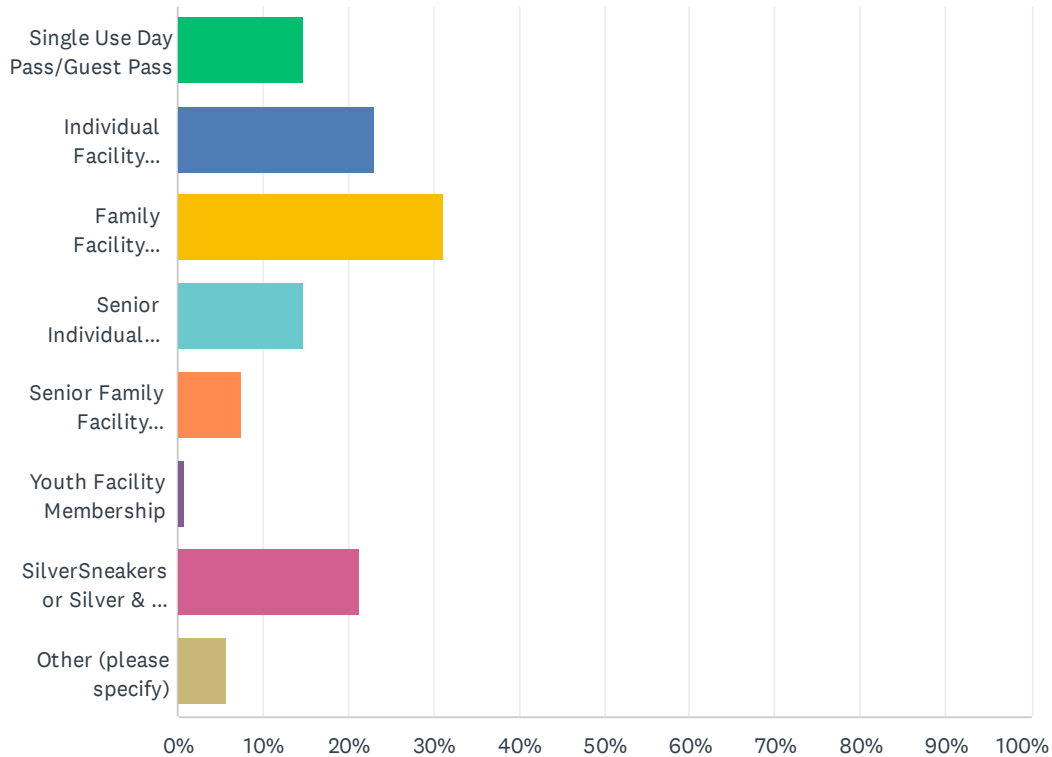
Angleton Recreation Center - Facility & Member Feedback Survey

Item 12.

120	Update some equipment	1/31/2022 9:57 AM
121	Lower the prices on memmberships	1/31/2022 9:53 AM
122	More activities are scheduled for the youth on a regular basis.	1/31/2022 7:37 AM

Q3 Which of our facility memberships or day pass offerings do you use when visiting the Angleton Recreation Center?

Answered: 122 Skipped: 0



ANSWER CHOICES	RESPONSES	
Single Use Day Pass/Guest Pass	14.75%	18
Individual Facility Membership	22.95%	28
Family Facility Membership	31.15%	38
Senior Individual Facility Membership	14.75%	18
Senior Family Facility Membership	7.38%	9
Youth Facility Membership	0.82%	1
SilverSneakers or Silver & Fit Membership	21.31%	26
Other (please specify)	5.74%	7
Total Respondents: 122		

#	OTHER (PLEASE SPECIFY)	DATE
1	Individual +1	2/9/2022 2:14 AM
2	City Employee Family Membership	2/7/2022 9:53 AM
3	City employee	2/7/2022 9:44 AM

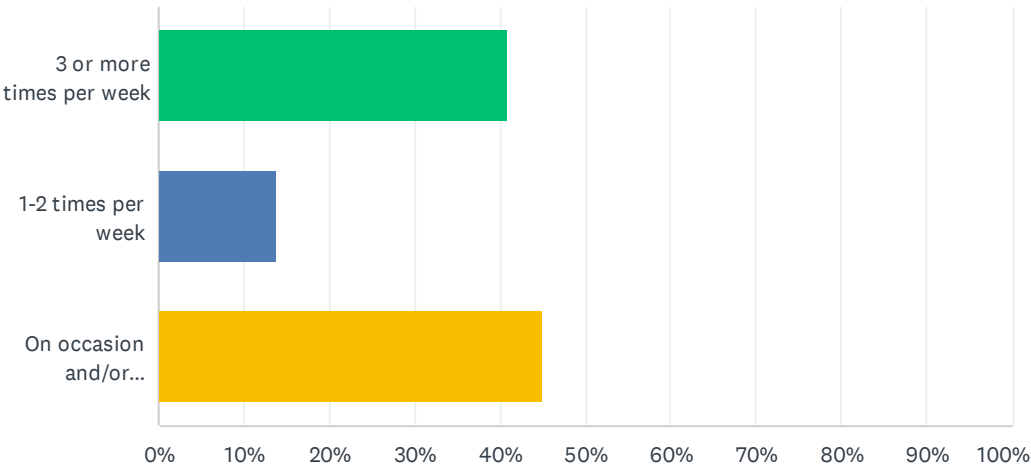
Angleton Recreation Center - Facility & Member Feedback Survey

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4	previously the sr. individual membership	2/2/2022 11:12 AM
5	Senior + 1	1/31/2022 6:26 PM
6	Plus One	1/31/2022 10:44 AM
7	Police family discount	1/31/2022 10:00 AM

Q4 How frequently do you visit the Angleton Recreation Center?

Answered: 122 Skipped: 0



ANSWER CHOICES	RESPONSES	
3 or more times per week	40.98%	50
1-2 times per week	13.93%	17
On occasion and/or seasonally	45.08%	55
TOTAL		122

Q5 What is your biggest personal barrier to visiting the Angleton Recreation Center more frequently?

Answered: 115 Skipped: 7

#	RESPONSES	DATE
1	personal health and health of family members	2/12/2022 6:42 PM
2	If it where closer to me	2/12/2022 8:00 AM
3	I just prefer working out three times per week.	2/10/2022 10:45 PM
4	our age and mobility	2/10/2022 8:44 PM
5	Childcare	2/9/2022 9:31 AM
6	The fact that the City wouldn't extend my membership to cover the 9 months my membership couldn't be used due to being closed and/or very limited access	2/9/2022 2:14 AM
7	Don't know	2/8/2022 1:14 PM
8	Time	2/8/2022 12:44 PM
9	Time	2/8/2022 9:46 AM
10	I don't live in Angleton— but I hope to!	2/7/2022 10:30 PM
11	Not super close to where we live	2/7/2022 10:16 PM
12	Cost and available services	2/7/2022 9:05 PM
13	Using pool is too uncomfortable during cooler months. I mostly utilize the water fitness.	2/7/2022 7:55 PM
14	None really	2/7/2022 4:51 PM
15	have the membership auto renew would be great	2/7/2022 4:47 PM
16	Needs to stay open later and on weekends open earlier	2/7/2022 3:50 PM
17	too busy	2/7/2022 3:14 PM
18	Close proximity to other people while exercising.	2/7/2022 1:33 PM
19	my own physical health	2/7/2022 12:47 PM
20	Lack of Time	2/7/2022 12:00 PM
21	getting up early enough for am classes....	2/7/2022 11:59 AM
22	lazy	2/7/2022 11:56 AM
23	Time availability	2/7/2022 11:54 AM
24	Injury	2/7/2022 11:29 AM
25	None	2/7/2022 11:03 AM
26	Time	2/7/2022 10:34 AM
27	Time	2/7/2022 10:29 AM
28	Time	2/7/2022 10:08 AM
29	No reason	2/7/2022 10:06 AM
30	Lack of time	2/7/2022 9:53 AM
31	I prefer to run outside	2/7/2022 9:44 AM

Angleton Recreation Center - Facility & Member Feedback Survey

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32	Not enough hours in the week-	2/7/2022 9:40 AM
33	Loss of senior trips	2/7/2022 9:33 AM
34	Time	2/7/2022 9:25 AM
35	Time	2/7/2022 9:16 AM
36	Time	2/7/2022 8:33 AM
37	My work schedule and family obligations. I also drive from Danbury so it's not as convenient.	2/6/2022 5:57 PM
38	NA	2/6/2022 5:27 PM
39	My work schedule and family obligations. I also drive from Danbury so it's not as convenient.	2/6/2022 3:11 PM
40	Family member needs day sitter because of illness.	2/4/2022 8:02 AM
41	I belong to another gym and use it for les mils classes	2/2/2022 5:55 PM
42	Getting back to more classes (stopped going regularly because of covid) but went once or twice a week before	2/2/2022 11:12 AM
43	The existing pandemic.	2/2/2022 7:54 AM
44	Time	2/1/2022 10:03 PM
45	Child care	2/1/2022 8:13 PM
46	Time.	2/1/2022 7:10 PM
47	Drive to town	2/1/2022 8:11 AM
48	My personal health issues.	2/1/2022 6:11 AM
49	We live in Brazoria	1/31/2022 10:02 PM
50	Child area	1/31/2022 9:09 PM
51	Back pain, age	1/31/2022 9:06 PM
52	Time	1/31/2022 9:00 PM
53	No barrier	1/31/2022 8:17 PM
54	Winter operation hours of pool. I would like to go between 10 and 12 in the morning	1/31/2022 6:48 PM
55	none	1/31/2022 6:32 PM
56	What needs to be warmer	1/31/2022 6:26 PM
57	Other committments	1/31/2022 5:04 PM
58	Other commitments	1/31/2022 4:20 PM
59	I only utilize ARC during the day so I welcome more Silver Sneaker level fitness classes during the hours of 8am & 3pm.	1/31/2022 3:48 PM
60	The behavior of kids and staff	1/31/2022 3:08 PM
61	my job and this time of year the days are short	1/31/2022 2:49 PM
62	Getting up in time before I go to work	1/31/2022 2:07 PM
63	None	1/31/2022 1:36 PM
64	None	1/31/2022 1:32 PM
65	I'm a senior and really enjoy the aqua classes. The time schedule was great for many of us around midday. Like many of the seniors during the winter Months the driving home in the dark was a problem.	1/31/2022 1:07 PM
66	Cleanliness	1/31/2022 12:59 PM
67	I like the indoor pool but I prefer swimming outside when weather permits so I use a facility	1/31/2022 12:53 PM

Angleton Recreation Center - Facility & Member Feedback Survey

Item 12.

with an outdoor pool on some days.

68	Lol... just making time	1/31/2022 12:46 PM
69	None	1/31/2022 12:46 PM
70	Another Zumba Class	1/31/2022 12:42 PM
71	Need more exercise classes	1/31/2022 12:41 PM
72	Distance from home	1/31/2022 12:23 PM
73	I'd love to be able to take more Zumba classes. Sadly, the schedule at the moment never matches up with my work and kids' extracurriculars. But that's not y'all's fault of course.	1/31/2022 12:21 PM
74	Right now, loss of spouse. Hope to get back in future.	1/31/2022 12:16 PM
75	Motivation	1/31/2022 12:09 PM
76	not 24 hours	1/31/2022 11:43 AM
77	child care	1/31/2022 11:37 AM
78	None. The least likely day question should not be required. Those who want to get a workout in will, regardless of the traffic.	1/31/2022 11:33 AM
79	Group classes have been pared down significantly. Would like to see 5 am classes put back at least 2-3 times per week. Plus a Saturday morning cardio type class (besides aqua). Please get a second yoga instructor as many yogis have stopped coming because Daniel is so repetitive and keeps doing the same routine over and over and over and over.	1/31/2022 11:32 AM
80	There are none	1/31/2022 11:25 AM
81	Distance	1/31/2022 11:25 AM
82	Hours of operation	1/31/2022 11:18 AM
83	I broke my thumb on my right hand. Waiting for ok from the Dr. to resume normal activity/	1/31/2022 11:18 AM
84	Transportation	1/31/2022 10:57 AM
85	Distance	1/31/2022 10:52 AM
86	Work	1/31/2022 10:49 AM
87	\$	1/31/2022 10:49 AM
88	Train my kids on the basketball court	1/31/2022 10:49 AM
89	Knee pain. In 2018 I was coming 5 times or more/week. Then covid hit and I quit coming. Late in 2021 we signed up again, but my knee pain was more than I can tolerate.	1/31/2022 10:46 AM
90	Need more things to do	1/31/2022 10:45 AM
91	As of now nothing, but a few months ago.. Broken Toe then Covid... so ready to start back	1/31/2022 10:44 AM
92	Schedule	1/31/2022 10:44 AM
93	We use to go 3 to 4 times a week faithfully until the above incident occurred.	1/31/2022 10:42 AM
94	Covid	1/31/2022 10:39 AM
95	None	1/31/2022 10:24 AM
96	slide is broke for a very long time	1/31/2022 10:21 AM
97	3x per week is about all I am able to work out.	1/31/2022 10:20 AM
98	None	1/31/2022 10:19 AM
99	My own schedule but would like a 8:30 yoga class on Mondays so I can do yoga Mon, Wed & Fri.	1/31/2022 10:19 AM
100	When I'm at home - I don't feel like driving all the way back into town.	1/31/2022 10:15 AM

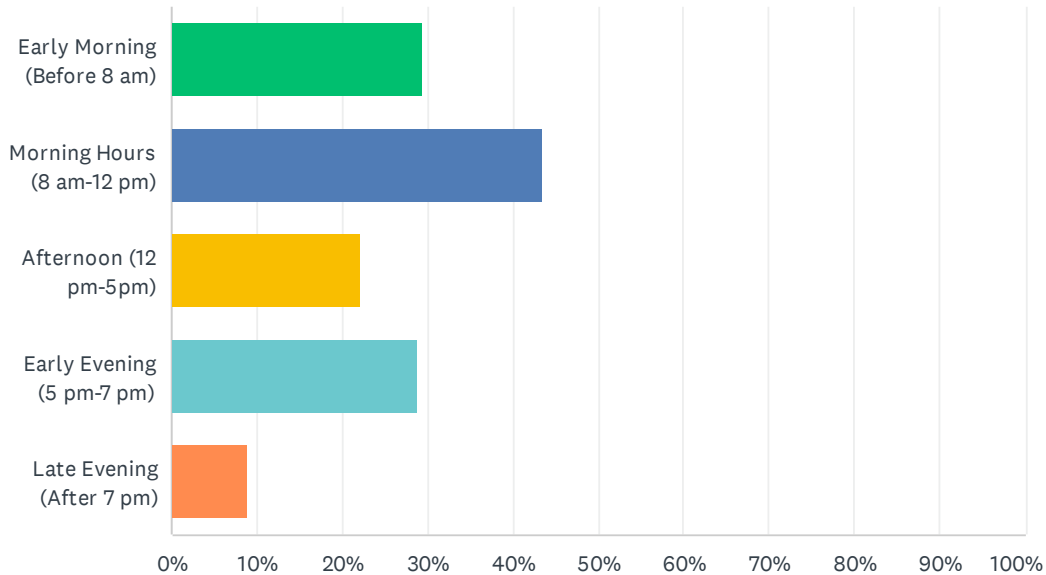
Angleton Recreation Center - Facility & Member Feedback Survey

Item 12.

101	Swimming pool	1/31/2022 10:11 AM
102	Coronavirus	1/31/2022 10:08 AM
103	Motivation	1/31/2022 10:07 AM
104	Pool is closed between 10 and 2. I would come earlier than noon if it was available.	1/31/2022 10:04 AM
105	The only barrier is the small gym, I enjoy working out but it can be difficult at times because there are few machines and equipment available.	1/31/2022 10:02 AM
106	Distance from Rosharon and fitness schedule sometimes	1/31/2022 10:02 AM
107	Lack of instructions on weight room machines. Noone could explain if I could swim in mens swim trunks, sports bra and tshirt..	1/31/2022 10:01 AM
108	busy	1/31/2022 10:00 AM
109	1) work 2) cold weather (pool)	1/31/2022 10:00 AM
110	Schedule with work	1/31/2022 9:59 AM
111	covid concerns, but this is not the fault of the facility.	1/31/2022 9:59 AM
112	I simply live very far away and the drive is quite extensive.	1/31/2022 9:57 AM
113	None	1/31/2022 9:57 AM
114	Nothing I go everyday	1/31/2022 9:53 AM
115	Balancing my personal schedule.	1/31/2022 7:37 AM

Q6 What time(s) of day do you prefer to visit the Angleton Recreation Center? (Choose all that apply)

Answered: 122 Skipped: 0

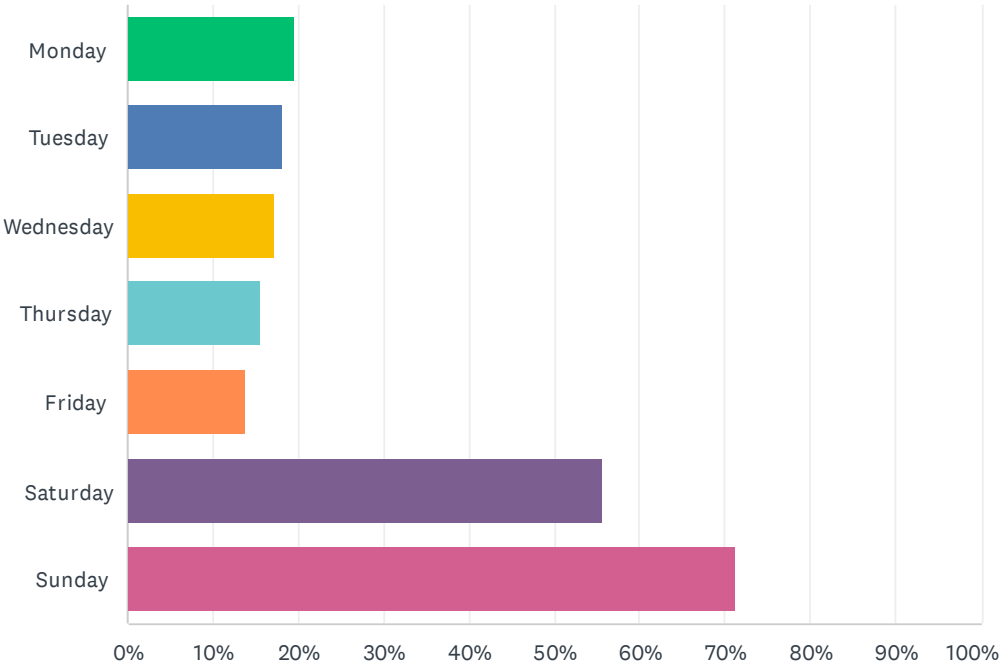


ANSWER CHOICES	RESPONSES	
Early Morning (Before 8 am)	29.51%	36
Morning Hours (8 am-12 pm)	43.44%	53
Afternoon (12 pm-5pm)	22.13%	27
Early Evening (5 pm-7 pm)	28.69%	35
Late Evening (After 7 pm)	9.02%	11
Total Respondents: 122		

#	ADDITIONAL FEEDBACK	DATE
1	This varies by weekday vs weekend days	2/6/2022 5:57 PM
2	This varies by weekday vs weekend days	2/6/2022 3:11 PM
3	Used to be a 9 am Saturday cardio type class that I attended	1/31/2022 11:32 AM
4	Due to working out of the area	1/31/2022 11:18 AM
5	On weekends morning hours	1/31/2022 10:44 AM
6	I do not understand why the pool is closed 10am to 12 pm daily. Many of us retired people would swim earlier than 12 noon if the pool were open. If pool is closed for maintenance at that time, why is maintenance still performed while people are in the pool (hot tub closed, work by men on ladders, etc.)..	1/31/2022 10:20 AM
7	I come on my lunch break. Would love to come early morning (5:00) if there were classes offered.	1/31/2022 10:15 AM
8	mornings on the days I am off	1/31/2022 10:00 AM

Q7 What days of the week are you least likely to visit the Angleton Recreation Center? (Choose all that apply)

Answered: 122 Skipped: 0

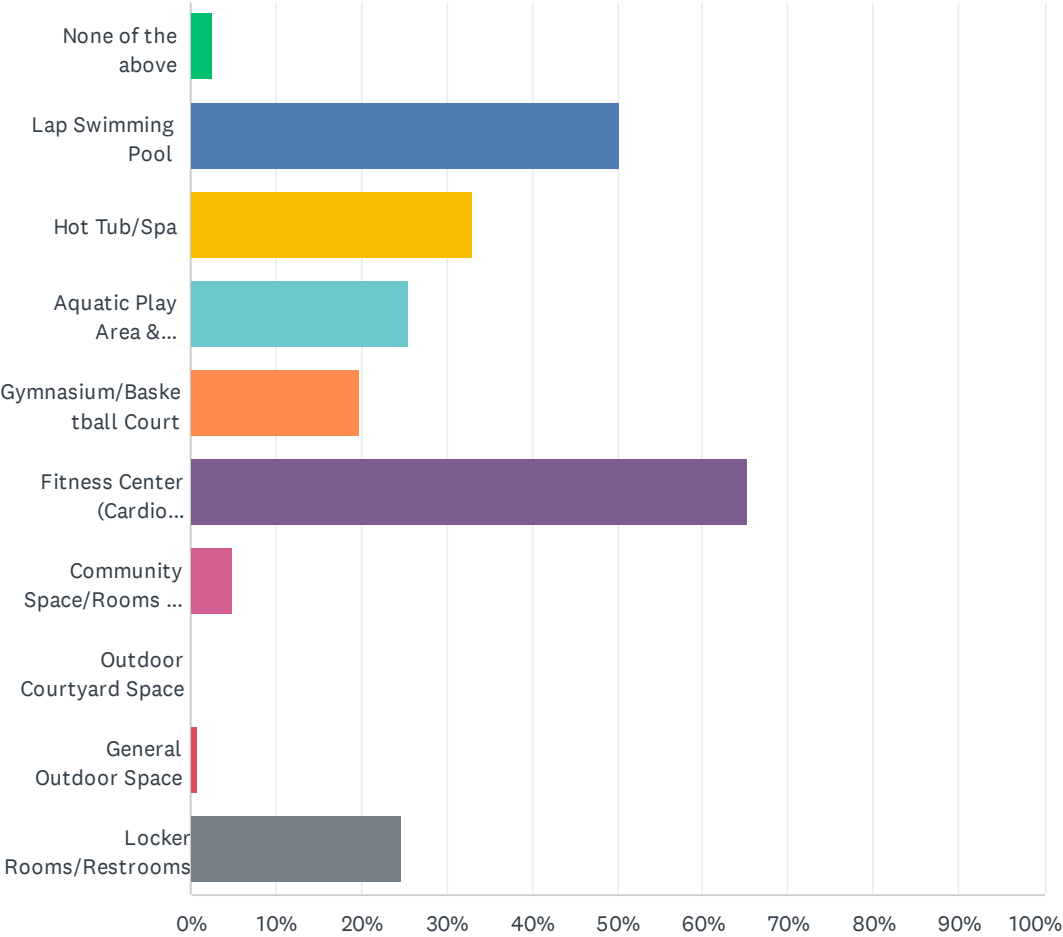


ANSWER CHOICES		RESPONSES	
Monday		19.67%	24
Tuesday		18.03%	22
Wednesday		17.21%	21
Thursday		15.57%	19
Friday		13.93%	17
Saturday		55.74%	68
Sunday		71.31%	87
Total Respondents: 122			

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q8 What facility features of the Angleton Recreation Center are most important to you when you visit the facility? (Choose up to 3 items)

Answered: 121 Skipped: 1

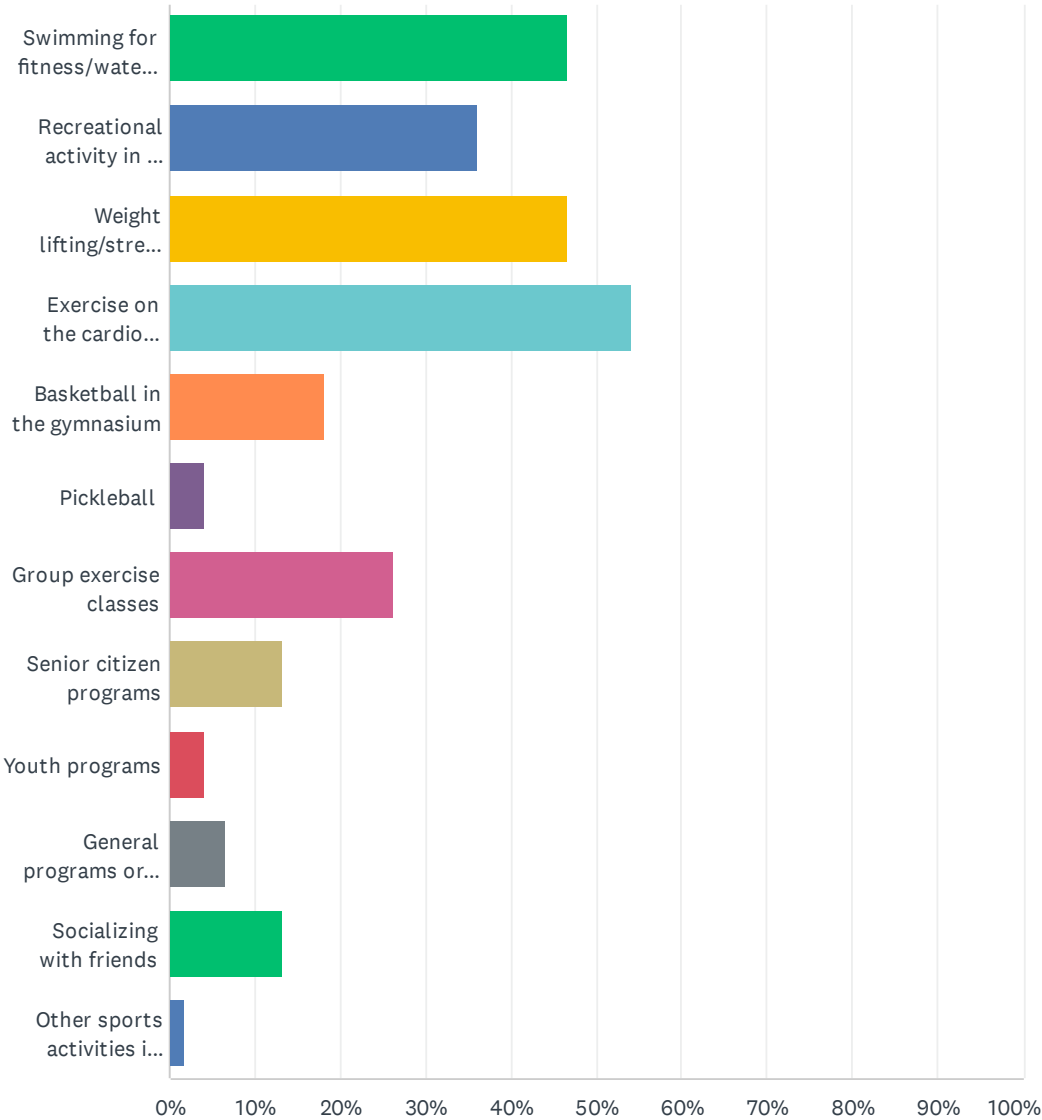


ANSWER CHOICES	RESPONSES
None of the above	2.48% 3
Lap Swimming Pool	50.41% 61
Hot Tub/Spa	33.06% 40
Aquatic Play Area & Waterslide	25.62% 31
Gymnasium/Basketball Court	19.83% 24
Fitness Center (Cardio Equipment/Weight Room)	65.29% 79
Community Space/Rooms for Rental	4.96% 6
Outdoor Courtyard Space	0.00% 0
General Outdoor Space	0.83% 1
Locker Rooms/Restrooms	24.79% 30
Total Respondents: 121	

#	PLEASE LIST OTHER FEATURES OR ADDITIONAL FEEDBACK	DATE
1	Group classes	2/9/2022 9:31 AM
2	senior trips or get togethers	2/7/2022 3:14 PM
3	NA	2/7/2022 12:52 PM
4	Water aerobics	2/7/2022 11:29 AM
5	You forgot to list the seniors room as an option.	2/7/2022 9:40 AM
6	Senior activities	2/7/2022 9:33 AM
7	exercise classes	2/2/2022 11:12 AM
8	The new clock in pool area is very difficult to see. Actually impossible. I looked at the clock to make sure I left on time for work.	2/1/2022 7:10 PM
9	Na	1/31/2022 9:09 PM
10	I attend 8:30am M/W yoga classes and 10:00am Tu Pound class. If offered, I would love to attend an 8:30 am Zumba class. I also utilize the cardio equipment/weight room 2-3 times per week. It would also be nice to have the opportunity to consult with a personal fitness trainer from time to time.	1/31/2022 3:48 PM
11	Zumba	1/31/2022 12:21 PM
12	none	1/31/2022 11:43 AM
13	Group workout rooms	1/31/2022 11:32 AM
14	I especially use this gym for the exercise I get in the Lazy River.	1/31/2022 10:20 AM
15	The lazy river whirl pool	1/31/2022 10:19 AM
16	Rooms for fitness classes	1/31/2022 10:19 AM
17	I would LOVE LOVE LOVE it if there was at least one racquetball court. I would come more often!!!	1/31/2022 10:15 AM

Q9 What activities do you or your family members usually participate in when visiting the Angleton Recreation Center? (check all that apply)

Answered: 122 Skipped: 0

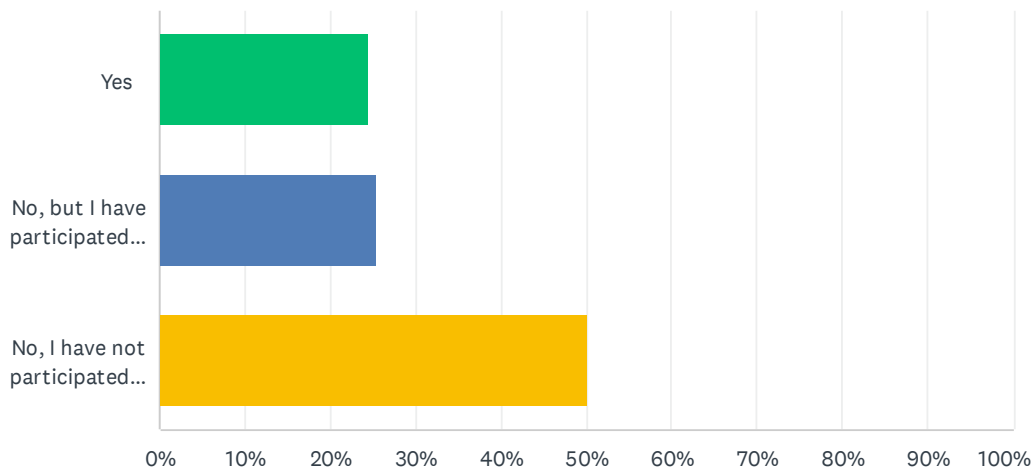


ANSWER CHOICES	RESPONSES	
Swimming for fitness/water exercise	46.72%	57
Recreational activity in the pool	36.07%	44
Weight lifting/strength training	46.72%	57
Exercise on the cardio machines	54.10%	66
Basketball in the gymnasium	18.03%	22
Pickleball	4.10%	5
Group exercise classes	26.23%	32
Senior citizen programs	13.11%	16
Youth programs	4.10%	5
General programs or enrichment classes	6.56%	8
Socializing with friends	13.11%	16
Other sports activities in the gymnasium	1.64%	2
Total Respondents: 122		

#	PLEASE LIST OTHER ACTIVITIES OR ADDITIONAL FEEDBACK	DATE
1	Free tree distribution. Fairs in the gym. Community sales in gym - resale, handcrafted, etc	2/7/2022 7:55 PM
2	NA	2/7/2022 12:52 PM
3	Love the swim lesson idea but the teacher was not good at her job. Sorry. We actually stopped coming.	2/2/2022 5:55 PM
4	I would like to add more swimming (just on a personal level). It's available but I need to take advantage of it.	2/2/2022 11:12 AM
5	Na	1/31/2022 9:09 PM
6	We have also registered for occasionally offered specialty classes.	1/31/2022 3:48 PM
7	I feel like sometimes there's a gap between kids' activities and adult activities. For instance, my 13 year old feels too old for the kid stuff, yet she isn't allowed to attend the adult classes like cookie decorating, painting classes, etc. More activities for teens would be great!	1/31/2022 12:21 PM
8	none	1/31/2022 11:43 AM
9	Would LOVE LOVE LOVE to play racquetball!	1/31/2022 10:15 AM
10	None	1/31/2022 10:00 AM

Q10 Do you participate in group exercise programs at the Angleton Recreation Center?

Answered: 122 Skipped: 0

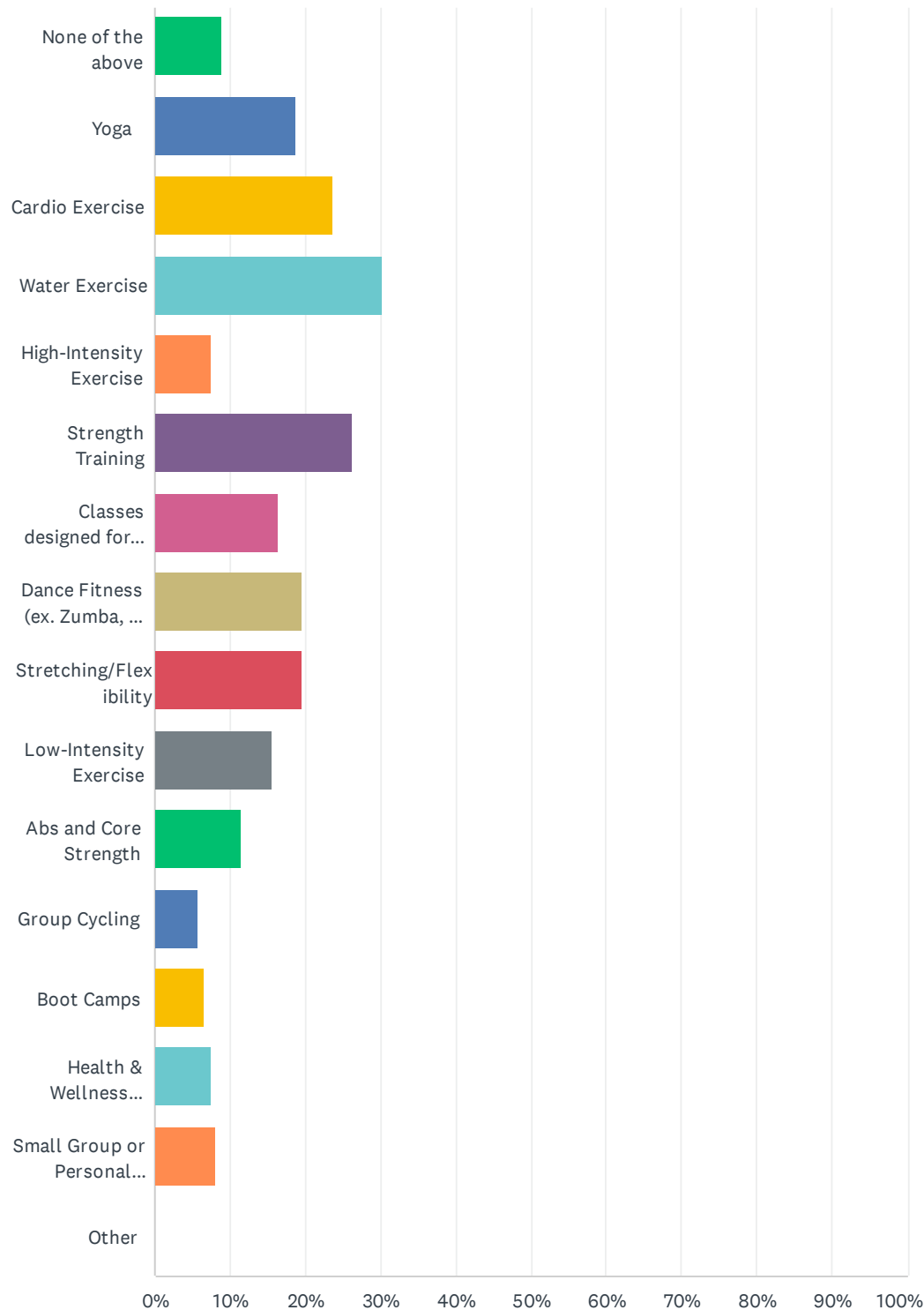


ANSWER CHOICES	RESPONSES	
Yes	24.59%	30
No, but I have participated in the past	25.41%	31
No, I have not participated in group exercise classes	50.00%	61
TOTAL		122

#	ADDITIONAL FEEDBACK	DATE
1	Not wrought classes or times available	2/7/2022 9:05 PM
2	I plan to again	2/7/2022 7:55 PM
3	I would but there are no classes that fit my schedule.	2/7/2022 1:33 PM
4	NA	2/7/2022 12:52 PM
5	Wanting to get back to the classes after Covid	2/2/2022 11:12 AM
6	Na	1/31/2022 9:09 PM
7	My husband would like to attend a daytime Tai Chi class at ARC..	1/31/2022 3:48 PM
8	I will participate	1/31/2022 1:36 PM
9	none	1/31/2022 11:43 AM
10	need more aqua zumba or zumba classes in evening after work	1/31/2022 10:21 AM
11	Yoga and TRX are my favorites	1/31/2022 10:19 AM
12	If they were offered either super early (5:00) or during my lunch, I would participate!	1/31/2022 10:15 AM
13	Aqua aerobics	1/31/2022 10:00 AM

Q11 What types of exercise classes/programs would appeal to you most?
(Choose up to three items)

Answered: 122 Skipped: 0



ANSWER CHOICES	RESPONSES	
None of the above	9.02%	11
Yoga	18.85%	23
Cardio Exercise	23.77%	29
Water Exercise	30.33%	37
High-Intensity Exercise	7.38%	9
Strength Training	26.23%	32
Classes designed for seniors	16.39%	20
Dance Fitness (ex. Zumba, Hip Hop)	19.67%	24
Stretching/Flexibility	19.67%	24
Low-Intensity Exercise	15.57%	19
Abs and Core Strength	11.48%	14
Group Cycling	5.74%	7
Boot Camps	6.56%	8
Health & Wellness Education	7.38%	9
Small Group or Personal Training (fee-based)	8.20%	10
Other	0.00%	0
Total Respondents: 122		

#	OTHER OR ADDITIONAL FEEDBACK	DATE
1	NA	2/7/2022 12:52 PM
2	I wish that they have early classes	2/7/2022 8:33 AM
3	n/a	2/4/2022 8:02 AM
4	Education on hobbies. Short discussion on hobbies.	2/1/2022 6:11 AM
5	Would also like a daytime Tai Chi class, small group/personal training, stretching/flexibility, strength training & abs and core strength.	1/31/2022 3:48 PM
6	I am not interested in any classes at this time	1/31/2022 12:53 PM
7	n/a	1/31/2022 12:21 PM
8	none	1/31/2022 11:43 AM
9	none other	1/31/2022 10:44 AM
10	None	1/31/2022 10:24 AM
11	need evening availability for after work	1/31/2022 10:21 AM
12	High intensity water exercises	1/31/2022 10:20 AM
13	What about an annual swimming stroke classes (freestyle, backstroke, breaststroke & possibly the fly). I imagine short, introductory stroke classes as a way of encouraging all ages to joint friendly, aerobic exercising.	1/31/2022 10:19 AM
14	None	1/31/2022 10:08 AM

Q12 What do you like most about the Angleton Recreation Center?

Answered: 117 Skipped: 5

#	RESPONSES	DATE
1	Clean, convenient, friendly personel	2/12/2022 6:42 PM
2	friendly	2/12/2022 8:00 AM
3	Employees are friendly and polite. Opportunity to visit with friends that also are working out.	2/10/2022 10:45 PM
4	the pool	2/10/2022 8:44 PM
5	Friendly staff	2/9/2022 9:31 AM
6	It's close by	2/9/2022 2:14 AM
7	Many programs offered.	2/8/2022 1:14 PM
8	Every one very nice	2/8/2022 12:44 PM
9	Convenience	2/8/2022 9:46 AM
10	The staff, the weight room, the hours of operation	2/7/2022 10:30 PM
11	The indoor pool	2/7/2022 10:16 PM
12	Location	2/7/2022 9:05 PM
13	Water Fitness classes and the people I meet and friends I make.	2/7/2022 7:55 PM
14	kid friendly while adults can swim as well	2/7/2022 4:47 PM
15	Most of the time clean	2/7/2022 3:50 PM
16	it is clean staff friendly	2/7/2022 3:14 PM
17	I like the classes and the instructors.	2/7/2022 2:01 PM
18	It is close to my house.	2/7/2022 1:33 PM
19	NA	2/7/2022 12:52 PM
20	Swimming pool	2/7/2022 12:47 PM
21	Relaxing atmosphere	2/7/2022 12:00 PM
22	many options for group exercises	2/7/2022 11:59 AM
23	ok	2/7/2022 11:56 AM
24	It's available to people at a low cost	2/7/2022 11:54 AM
25	Its,staff are great.	2/7/2022 11:29 AM
26	People	2/7/2022 10:34 AM
27	The Angleton Rec center team	2/7/2022 10:29 AM
28	Pool area	2/7/2022 10:08 AM
29	Pool	2/7/2022 10:06 AM
30	Weight Room	2/7/2022 9:53 AM
31	The people	2/7/2022 9:44 AM
32	Fantastic place to be. Positive and uplifting for physical and mental health-	2/7/2022 9:40 AM
33	Senior activities	2/7/2022 9:33 AM

Angleton Recreation Center - Facility & Member Feedback Survey

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34	The staff always friendly and professional	2/7/2022 9:25 AM
35	The exercise room has good machines and a lot of them. I never have to wait for a cardio machine.	2/7/2022 9:16 AM
36	Is clean	2/7/2022 8:33 AM
37	Low cost and rarely crowded!	2/6/2022 5:57 PM
38	The relationships I've built with fellow gym goers	2/6/2022 5:27 PM
39	Low cost and rarely crowded!	2/6/2022 3:11 PM
40	Can come and go as needed.	2/4/2022 8:02 AM
41	location	2/3/2022 1:46 PM
42	You have recently hired very good coaches. Melissa and Emily are extremely good- and I've been doing group classes for over a decade.	2/2/2022 5:55 PM
43	Staff, programs, observed great opportunities for all ages.	2/2/2022 11:12 AM
44	Silver Sneakers classes	2/2/2022 7:54 AM
45	One stop shop	2/1/2022 10:03 PM
46	Gym	2/1/2022 8:13 PM
47	Early hours. Reasonable fees.	2/1/2022 7:10 PM
48	Good clean equipment and friendly service	2/1/2022 8:11 AM
49	Community	2/1/2022 6:11 AM
50	My son has extra practice time for basketball	1/31/2022 10:02 PM
51	Cleanness	1/31/2022 9:09 PM
52	Nearby	1/31/2022 9:06 PM
53	That's it has a nice pool and the staff is very friendly	1/31/2022 9:00 PM
54	Atmosphere	1/31/2022 8:17 PM
55	Friendly staff. Nice facilities	1/31/2022 6:48 PM
56	Water Class	1/31/2022 6:32 PM
57	Hours	1/31/2022 6:26 PM
58	Proximity and equipment	1/31/2022 5:04 PM
59	Location and class instructors	1/31/2022 4:20 PM
60	swimming pool and the weight room	1/31/2022 4:17 PM
61	Since retiring, ARC has become a central part of our campaign to stay well and fit. I love it's availability, central location, helpful & friendly staff, affordability, class offerings, good instructors, and convenient parking, all offered in an environment that feels safe and welcoming. Many thanks ARC!	1/31/2022 3:48 PM
62	The weight room	1/31/2022 3:08 PM
63	It is a very nice facility and even though I do not take part in a lot of the activities, I am glad that they are offered.The rec ctr is always clean,well staffed and a safe place to work out.	1/31/2022 2:49 PM
64	It is covenant living in Angleton	1/31/2022 2:07 PM
65	The exercise classes	1/31/2022 1:38 PM
66	Guy	1/31/2022 1:36 PM
67	Convience	1/31/2022 1:32 PM

Angleton Recreation Center - Facility & Member Feedback Survey

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68	Staff has been friendly, once you start seeing the same staff 3 to 4 times a week they make you feel comfortable. Frequent visits to the Center you meet wonderful people and the socializing becomes a great part of my life.	1/31/2022 1:07 PM
69	Pool	1/31/2022 12:59 PM
70	Using the pool to swim laps	1/31/2022 12:53 PM
71	Friendly staff... never really crowded when I go😊	1/31/2022 12:46 PM
72	I Enjoy seeing the senior citizens work out it motivates me to train.	1/31/2022 12:46 PM
73	Cleanness, frienly front desk folks	1/31/2022 12:42 PM
74	I really enjoy the exercise classes	1/31/2022 12:41 PM
75	The aquatic pool	1/31/2022 12:23 PM
76	Good price for a family!	1/31/2022 12:21 PM
77	It's convenient and well maintained.	1/31/2022 12:16 PM
78	Weight room	1/31/2022 12:09 PM
79	friendly staff	1/31/2022 11:43 AM
80	spa kids pool	1/31/2022 11:37 AM
81	It's cheap.	1/31/2022 11:33 AM
82	Cost, location, that they hire our youth	1/31/2022 11:32 AM
83	Operating hours	1/31/2022 11:25 AM
84	Nothing	1/31/2022 11:25 AM
85	Location	1/31/2022 11:18 AM
86	location & hours	1/31/2022 11:18 AM
87	Easy access	1/31/2022 10:57 AM
88	Water	1/31/2022 10:52 AM
89	The pool.	1/31/2022 10:49 AM
90	the hours	1/31/2022 10:49 AM
91	Close to home family friendly.	1/31/2022 10:49 AM
92	Employees are friendly and helpful. Facility is always clean.	1/31/2022 10:46 AM
93	Convenient	1/31/2022 10:45 AM
94	Respectful Employees, Clean Equipment	1/31/2022 10:44 AM
95	I like the ability to exercise in a warm setting. The people are kind and ready to help.	1/31/2022 10:44 AM
96	I liked the staff and the cleanness of the facility	1/31/2022 10:42 AM
97	Updated Equipment and Close Proximity to my Home	1/31/2022 10:39 AM
98	Location, easy accessibility	1/31/2022 10:24 AM
99	family friendly	1/31/2022 10:21 AM
100	The pool area.	1/31/2022 10:20 AM
101	The lazy river	1/31/2022 10:19 AM
102	The variety of classes and the friendship with other attendees and the instructors. They also seem receptive to the comment cards when people have some issues with the Rec Ctr.	1/31/2022 10:19 AM
103	It's convenient when I'm at work. I could (and have) walk over.	1/31/2022 10:15 AM
104	Friendly staff	1/31/2022 10:12 AM

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105	Location	1/31/2022 10:08 AM
106	The instructors are great	1/31/2022 10:07 AM
107	Accessibility and the employees are the best.	1/31/2022 10:04 AM
108	The faculty is so nice! The facility is also really clean and pleasant.	1/31/2022 10:02 AM
109	fitness classes	1/31/2022 10:02 AM
110	It's close	1/31/2022 10:01 AM
111	convenient to have everything in one place	1/31/2022 10:00 AM
112	1) clean facility 2) friendly and helpful employees	1/31/2022 10:00 AM
113	Location	1/31/2022 9:59 AM
114	early morning availability. well maintained. clean.	1/31/2022 9:59 AM
115	Good equipment - not crowded — plenty of open hours - friendly staff !!	1/31/2022 9:57 AM
116	Everything	1/31/2022 9:53 AM
117	Location. Community driven. Generally affordable cost.	1/31/2022 7:37 AM

Q13 What would you like to see improved at the Angleton Recreation Center?

Answered: 106 Skipped: 16

#	RESPONSES	DATE
1	nothing	2/12/2022 8:00 AM
2	?	2/10/2022 10:45 PM
3	nothing	2/10/2022 8:44 PM
4	More variety in group classes	2/9/2022 9:31 AM
5	There's no reason for the people of Angleton whose taxes pay for the center to have to pay the same price as out of town owners who don't pay for the center with their taxes.	2/9/2022 2:14 AM
6	More Senior fitness programs.	2/8/2022 1:14 PM
7	Day time Zumba classes.	2/8/2022 12:44 PM
8	More of it! Open earlier on Sundays	2/7/2022 10:30 PM
9	Have the slide working in the pool and keep it open even though there is lightning outside. It shouldn't matter because it is inside.	2/7/2022 10:16 PM
10	Cleaner locker room. Always smell wet and moldy	2/7/2022 9:05 PM
11	Pool area and locker room warmer, particularly in cooler months	2/7/2022 7:55 PM
12	kids area and water slide	2/7/2022 4:47 PM
13	Give more work to the elderly. To many young kids and they don't pay attention to the front. They sit and talk a lot	2/7/2022 3:50 PM
14	I would like to have fans in the recreation room and in the gym. Also , some disinfective spray in both rooms	2/7/2022 2:01 PM
15	Can't think of anything at present.	2/7/2022 1:33 PM
16	NA	2/7/2022 12:52 PM
17	Cleaning	2/7/2022 12:47 PM
18	Fitness classes offered on Saturdays	2/7/2022 12:00 PM
19	more later am classes	2/7/2022 11:59 AM
20	ok	2/7/2022 11:56 AM
21	Nothing	2/7/2022 11:54 AM
22	Nothing	2/7/2022 10:34 AM
23	Swimming pool and gym	2/7/2022 10:29 AM
24	No comment	2/7/2022 10:06 AM
25	Open use for an aerobics room, more classes like cycling, expanded weight room, and locker room facilities.	2/7/2022 9:53 AM
26	N/A	2/7/2022 9:44 AM
27	A room allocated just for the seniors-	2/7/2022 9:40 AM
28	Charging more for out of town member trips	2/7/2022 9:33 AM
29	Extended pool hours, larger space for cardio equipment.	2/7/2022 9:16 AM

Angleton Recreation Center - Facility & Member Feedback Survey

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30	Cycling classes	2/7/2022 8:33 AM
31	Better TV setups in the cardio area of the weight room.	2/6/2022 5:57 PM
32	-The bathrooms (cleanliness) -maintenance on cardio and weightlifting equipment -additional weightlifting equipment ---Another squat rack ---A dead lift station	2/6/2022 5:27 PM
33	Better TV setups in the cardio area of the weight room.	2/6/2022 3:11 PM
34	n/a	2/4/2022 8:02 AM
35	workout equipment	2/3/2022 1:46 PM
36	Swim coach was totally ineffective. Our beginning swim coach was more frightened than engaging. I taught over 30 years. This girl was not a teacher- just a warm body in the water. It was painful to watch and again, we stopped coming.	2/2/2022 5:55 PM
37	Can't think of anything	2/2/2022 11:12 AM
38	You cannot do anything about pandemic, so when it passes I will be back.	2/2/2022 7:54 AM
39	Aqua fitness/ group exercise offerings	2/1/2022 10:03 PM
40	Restrooms/showers	2/1/2022 8:13 PM
41	Increased number of lap lanes. In AM, there are several folks trying to use lap lanes at same time. New clock in pool area. Heater for water in cooler times to be kept on.	2/1/2022 7:10 PM
42	Invite people to present interesting hobbies.	2/1/2022 6:11 AM
43	Nothing	1/31/2022 10:02 PM
44	Bigger gym area	1/31/2022 9:09 PM
45	?	1/31/2022 9:06 PM
46	Veterans discount	1/31/2022 9:00 PM
47	Updated pool features	1/31/2022 6:48 PM
48	A Place for Child Care	1/31/2022 6:32 PM
49	A separate heated therapeutic therapy pool	1/31/2022 6:26 PM
50	None	1/31/2022 5:04 PM
51	Better cleaning of gym floor and in exercise rooms	1/31/2022 4:20 PM
52	I would appreciate more specialty classes such as brain health, nutrition, community & personal safety, & keeping up with technology.	1/31/2022 3:48 PM
53	Staff to be more interested in what they are doing	1/31/2022 3:08 PM
54	I do not have a comment on that item	1/31/2022 2:49 PM
55	nothing	1/31/2022 2:07 PM
56	Gym	1/31/2022 1:36 PM
57	Nothing	1/31/2022 1:32 PM
58	Due to covid I haven't been attending therefore, I can't justify this question because improvements may have already been made.	1/31/2022 1:07 PM
59	Cleanliness	1/31/2022 12:59 PM
60	Opening the facility and the pool earlier on Saturdays.	1/31/2022 12:53 PM
61	Nada	1/31/2022 12:46 PM
62	Nothing	1/31/2022 12:46 PM
63	Morning Zumba classes	1/31/2022 12:42 PM

Angleton Recreation Center - Facility & Member Feedback Survey

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64	I love the classes that Susie teaches. She is very professional and encouraging	1/31/2022 12:41 PM
65	Bathroom facilities	1/31/2022 12:23 PM
66	Just what I mentioned above about the Weight Room.	1/31/2022 12:21 PM
67	More interesting trips for active seniors.	1/31/2022 12:16 PM
68	Nothing	1/31/2022 12:09 PM
69	monitoring of the clothes worn in the pool. people wear socks and street clothes.	1/31/2022 11:43 AM
70	not sure	1/31/2022 11:37 AM
71	Additional strength training equipment would be nice, but I also understand it's a government entity, so spending money on the community is not y'all's forte.	1/31/2022 11:33 AM
72	Youth at front desk need to be trained better and informed about what goes on there. Tell them to stay off their phones. Part of training should be to attend a group class or senior function to see what really goes on.	1/31/2022 11:32 AM
73	Sauna installation	1/31/2022 11:25 AM
74	Age and better classes	1/31/2022 11:25 AM
75	Would like to see a workout recovery area with machines to rub out soreness	1/31/2022 11:18 AM
76	nothing at this time	1/31/2022 11:18 AM
77	Add sauna	1/31/2022 10:57 AM
78	Temp	1/31/2022 10:52 AM
79	Sometimes the staff doesn't inform that the pool is closed so they let you find out on your own	1/31/2022 10:49 AM
80	cheaper daily rates	1/31/2022 10:49 AM
81	I think everything is perfect	1/31/2022 10:49 AM
82	Nothing	1/31/2022 10:46 AM
83	Upgrade	1/31/2022 10:45 AM
84	Shower Stalls	1/31/2022 10:44 AM
85	Newer machines	1/31/2022 10:44 AM
86	Complaint handling	1/31/2022 10:42 AM
87	None	1/31/2022 10:39 AM
88	N/A	1/31/2022 10:24 AM
89	slide fixed & more evening exercise classes for after work hours	1/31/2022 10:21 AM
90	Cleaner smelling shower area.	1/31/2022 10:20 AM
91	Clocks you can easily read in the swim area	1/31/2022 10:19 AM
92	Readily available digital scale! Probably in the weight room but visible to the front desk so the kids don't destroy them.	1/31/2022 10:19 AM
93	Racquetball courts!!! Classes offered during the lunch hour.	1/31/2022 10:15 AM
94	Closing time	1/31/2022 10:12 AM
95	Classes	1/31/2022 10:08 AM
96	More classes and child care	1/31/2022 10:07 AM
97	Cleaner pool and hot tub.	1/31/2022 10:04 AM
98	I would love to see an expansion or additions to the gym.	1/31/2022 10:02 AM
99	weight room	1/31/2022 10:02 AM

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100	The weight cardio machines with instructions	1/31/2022 10:01 AM
101	not sure	1/31/2022 10:00 AM
102	it works for me	1/31/2022 10:00 AM
103	Dressing room cleanliness. It's pretty gross first thing in the morning	1/31/2022 9:59 AM
104	Just fixing/ replacing older equipment in weight room	1/31/2022 9:57 AM
105	The outside	1/31/2022 9:53 AM
106	Overall facility conditions.	1/31/2022 7:37 AM

Q14 Is there anything else that you would like to share?

Answered: 90 Skipped: 32

#	RESPONSES	DATE
1	no	2/12/2022 8:00 AM
2	No.	2/10/2022 10:45 PM
3	no	2/10/2022 8:44 PM
4	No	2/9/2022 9:31 AM
5	No	2/9/2022 2:14 AM
6	no	2/8/2022 1:14 PM
7	No	2/8/2022 12:44 PM
8	No	2/7/2022 10:30 PM
9	no	2/7/2022 10:16 PM
10	No	2/7/2022 7:55 PM
11	I feel if the memberships would auto-renew you would make more off memberships and would be a lot more convenient for families like mine.	2/7/2022 4:47 PM
12	Clean showers in the morning	2/7/2022 3:50 PM
13	no	2/7/2022 2:01 PM
14	Not at this time.	2/7/2022 1:33 PM
15	NA	2/7/2022 12:52 PM
16	No	2/7/2022 12:00 PM
17	I love coming there, just too lazy to get up early enough to make the am classes. No one's fault but my own!	2/7/2022 11:59 AM
18	ok	2/7/2022 11:56 AM
19	N/A	2/7/2022 11:54 AM
20	No	2/7/2022 10:34 AM
21	No	2/7/2022 10:29 AM
22	No	2/7/2022 10:06 AM
23	Seniors spend their entire life giving to the community they live in. They pay taxes, vote for improvements and basically give of themselves so the next generation has a safe, enjoyable place to raise their kids. The least this community could do is give the seniors the same in return. A safe and enjoyable place to call their own.	2/7/2022 9:40 AM
24	No	2/7/2022 9:33 AM
25	I recommend this place because the people is nice	2/7/2022 8:33 AM
26	I love the Angleton Rec Center! I'd be very happy about a 7am weekday Zumba class. Or a Zumba class on Saturdays!	2/6/2022 5:57 PM
27	bathroom cleanliness and smell	2/6/2022 5:27 PM
28	I love the Angleton Rec Center! I'd be very happy about a 7am weekday Zumba class. Or a Zumba class on Saturdays!	2/6/2022 3:11 PM

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29	no	2/4/2022 8:02 AM
30	The people are great. The morning front desk crew is very welcoming	2/2/2022 5:55 PM
31	I really appreciate our tax dollars at work in our Rec Center. You improve the quality of life for so many people at every age level. You meet the needs of so many and it feels like family when I go. What an amazing way to communicate with our community. Thanks!	2/2/2022 11:12 AM
32	Lauren has been an excellent instructor, and I look forward to training with her again.	2/2/2022 7:54 AM
33	No	2/1/2022 10:03 PM
34	No	2/1/2022 8:13 PM
35	No	2/1/2022 6:11 AM
36	Not right now	1/31/2022 10:02 PM
37	Nope	1/31/2022 9:06 PM
38	I appreciate the staff and maintenance of the facilities	1/31/2022 6:48 PM
39	I think this facility is great only my family included children and I would like to see child care implemented	1/31/2022 6:32 PM
40	No	1/31/2022 6:26 PM
41	No	1/31/2022 5:04 PM
42	No	1/31/2022 4:20 PM
43	We love ARC and are so happy to have it as an important resource to help us stay healthy and happy. I also appreciate your willingness to solicit feedback from users. Thanks for all you do!	1/31/2022 3:48 PM
44	No	1/31/2022 3:08 PM
45	Thank you to the city of Angleton for providing a very well maintained and classy place for the community to enjoy	1/31/2022 2:49 PM
46	No	1/31/2022 2:07 PM
47	No	1/31/2022 1:36 PM
48	no	1/31/2022 1:32 PM
49	Not at this time!	1/31/2022 1:07 PM
50	IDK. Cleanliness is soooo important, everyone that works there should be vigilant about keeping the facility clean. The custodians should be retrained and the facility should be willing to pay for excellent service and cleanliness.	1/31/2022 12:59 PM
51	We are blessed to have the Angleton Rec Center. I am thankful for the facility and the great people that work there.	1/31/2022 12:53 PM
52	No	1/31/2022 12:46 PM
53	Keep up the great work...	1/31/2022 12:46 PM
54	Not likely	1/31/2022 12:42 PM
55	I like the yoga classes Susie and Daniel. I really enjoy the Zumba classes too	1/31/2022 12:41 PM
56	no	1/31/2022 12:23 PM
57	No	1/31/2022 12:09 PM
58	none	1/31/2022 11:43 AM
59	no	1/31/2022 11:37 AM
60	Please hire new Yoga instructor!	1/31/2022 11:32 AM
61	No	1/31/2022 11:25 AM
62	No	1/31/2022 11:25 AM

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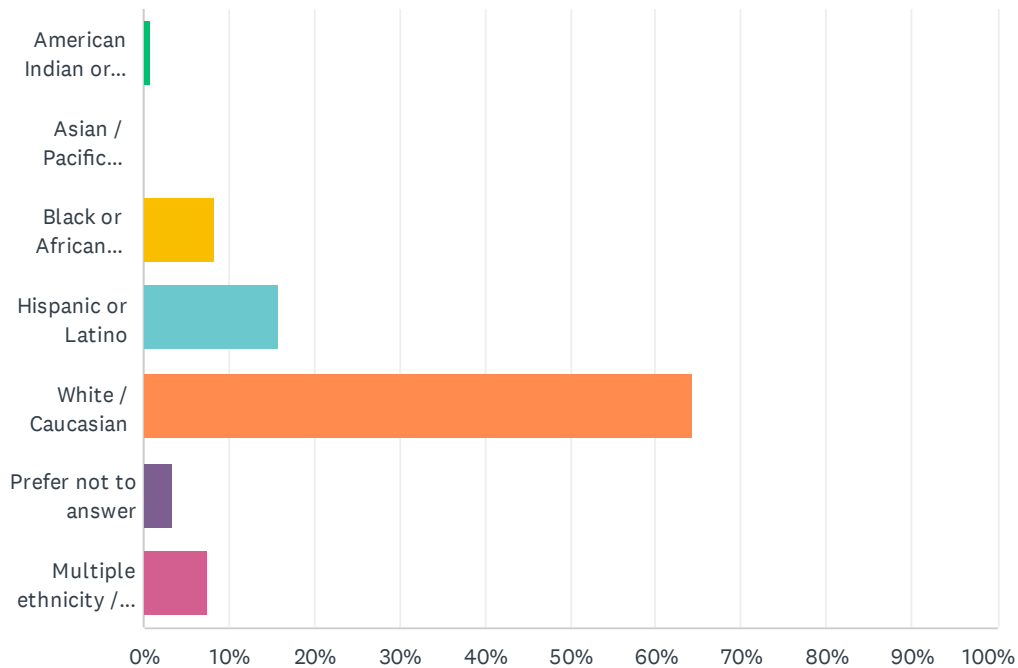
Angleton Recreation Center - Facility & Member Feedback Survey

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63	Longer hours of operation.	1/31/2022 11:18 AM
64	no	1/31/2022 11:18 AM
65	No	1/31/2022 10:57 AM
66	Great location	1/31/2022 10:52 AM
67	Keep up good work. The place is always so clean	1/31/2022 10:49 AM
68	no	1/31/2022 10:49 AM
69	Thank you for letting g me do this survey	1/31/2022 10:49 AM
70	No	1/31/2022 10:46 AM
71	No	1/31/2022 10:45 AM
72	Not at this time, Thank you	1/31/2022 10:44 AM
73	no	1/31/2022 10:44 AM
74	I would love to have him start back but until someone calls him and personally encourages him it won't happen. This is sad because of the health benefits that he received and the enjoyment he got from the experience. He normally only goes to the doctor and I take him to visit his Mom and Dad. So by the way that complaint was handled (not investigated) they took away something precious.	1/31/2022 10:42 AM
75	No	1/31/2022 10:39 AM
76	None	1/31/2022 10:24 AM
77	nope	1/31/2022 10:21 AM
78	Lifeguards should not be communicating or reading on their smart watches	1/31/2022 10:20 AM
79	No	1/31/2022 10:19 AM
80	There use to be problems with the temperature control in the exercise rooms but I haven't noticed a problem in the last year or so. Great job!	1/31/2022 10:19 AM
81	Would LOVE LOVE LOVE some racquetball courts!!	1/31/2022 10:15 AM
82	No	1/31/2022 10:08 AM
83	Nope	1/31/2022 10:07 AM
84	No	1/31/2022 10:04 AM
85	No	1/31/2022 10:02 AM
86	no	1/31/2022 10:02 AM
87	no	1/31/2022 10:00 AM
88	No	1/31/2022 9:59 AM
89	Nope	1/31/2022 9:53 AM
90	NA	1/31/2022 7:37 AM

Q15 Which race/ethnicity best describes you? (Please choose only one.)

Answered: 121 Skipped: 1



ANSWER CHOICES	RESPONSES	
American Indian or Alaskan Native	0.83%	1
Asian / Pacific Islander	0.00%	0
Black or African American	8.26%	10
Hispanic or Latino	15.70%	19
White / Caucasian	64.46%	78
Prefer not to answer	3.31%	4
Multiple ethnicity / Other (please specify)	7.44%	9
TOTAL		121

#	MULTIPLE ETHNICITY / OTHER (PLEASE SPECIFY)	DATE
1	None of your business	2/9/2022 2:14 AM
2	Angleton	2/8/2022 1:14 PM
3	angleton	2/7/2022 3:14 PM
4	Biracial. Black and white	2/7/2022 9:44 AM
5	Angleton	1/31/2022 3:48 PM
6	Angleton	1/31/2022 2:07 PM
7	Lake Jackson	1/31/2022 1:38 PM

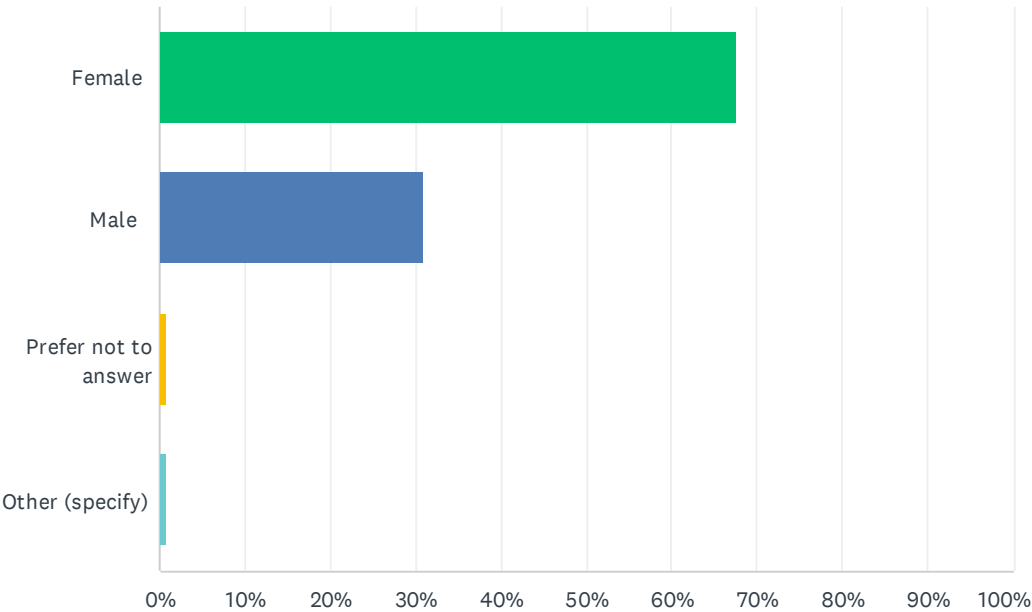
Angleton Recreation Center - Facility & Member Feedback Survey

Item 12.

8	Angleton	1/31/2022 10:57 AM
9	West Columbia	1/31/2022 10:20 AM

Q16 What is your gender?

Answered: 120 Skipped: 2

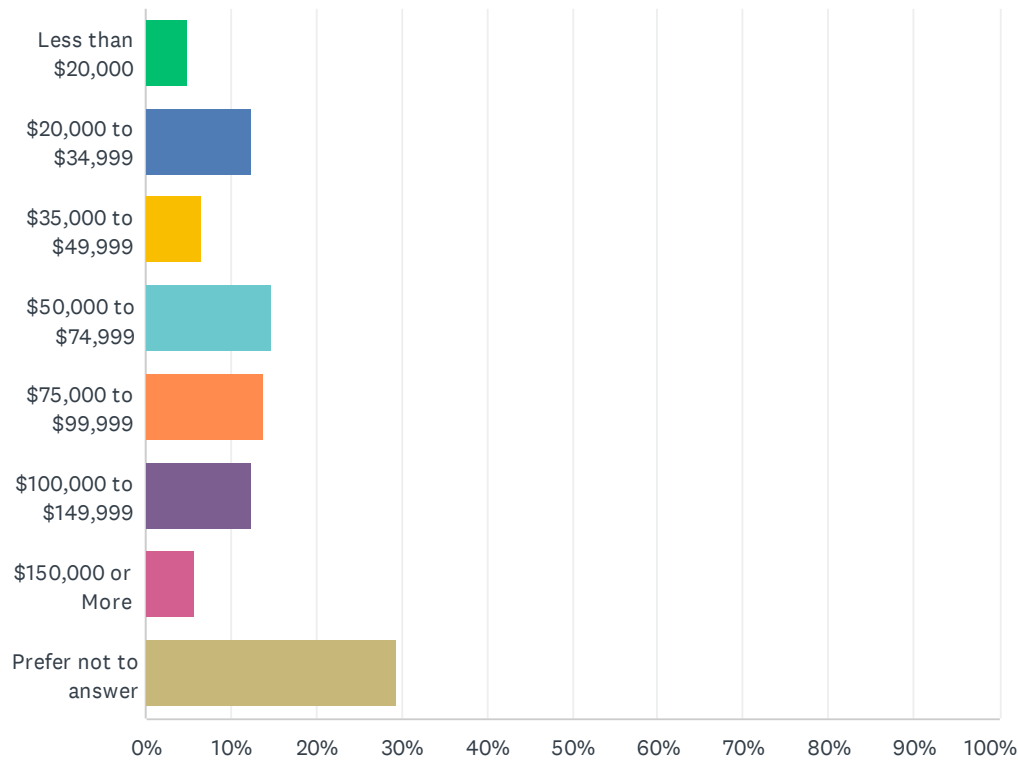


ANSWER CHOICES		RESPONSES	
Female		67.50%	81
Male		30.83%	37
Prefer not to answer		0.83%	1
Other (specify)		0.83%	1
TOTAL			120

#	OTHER (SPECIFY)	DATE
1	None of your business	2/9/2022 2:14 AM

Q17 What is your total household income?

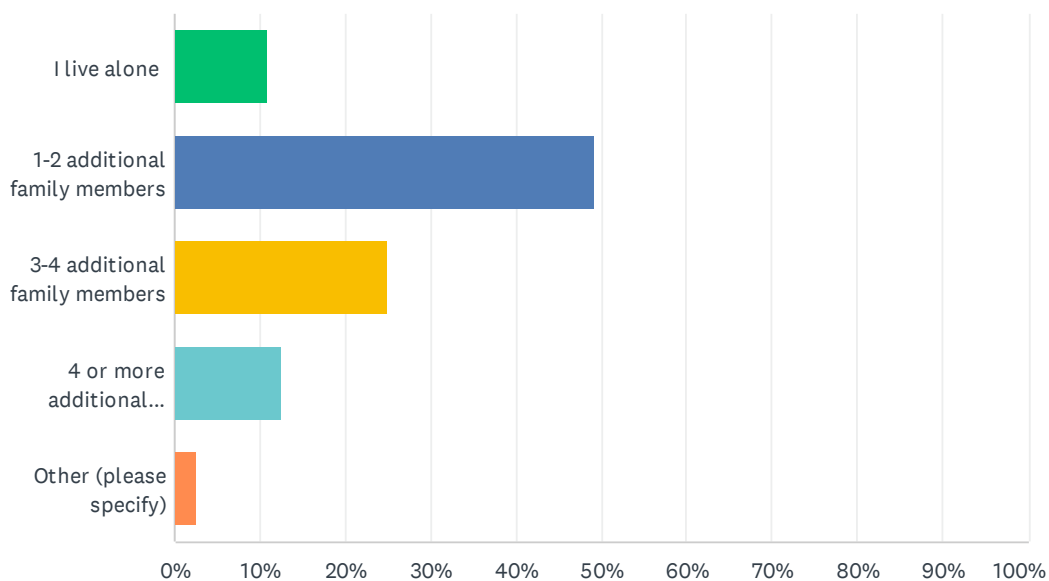
Answered: 122 Skipped: 0



ANSWER CHOICES	RESPONSES	
Less than \$20,000	4.92%	6
\$20,000 to \$34,999	12.30%	15
\$35,000 to \$49,999	6.56%	8
\$50,000 to \$74,999	14.75%	18
\$75,000 to \$99,999	13.93%	17
\$100,000 to \$149,999	12.30%	15
\$150,000 or More	5.74%	7
Prefer not to answer	29.51%	36
TOTAL		122

Q18 How many additional family members live as part of your household?

Answered: 120 Skipped: 2

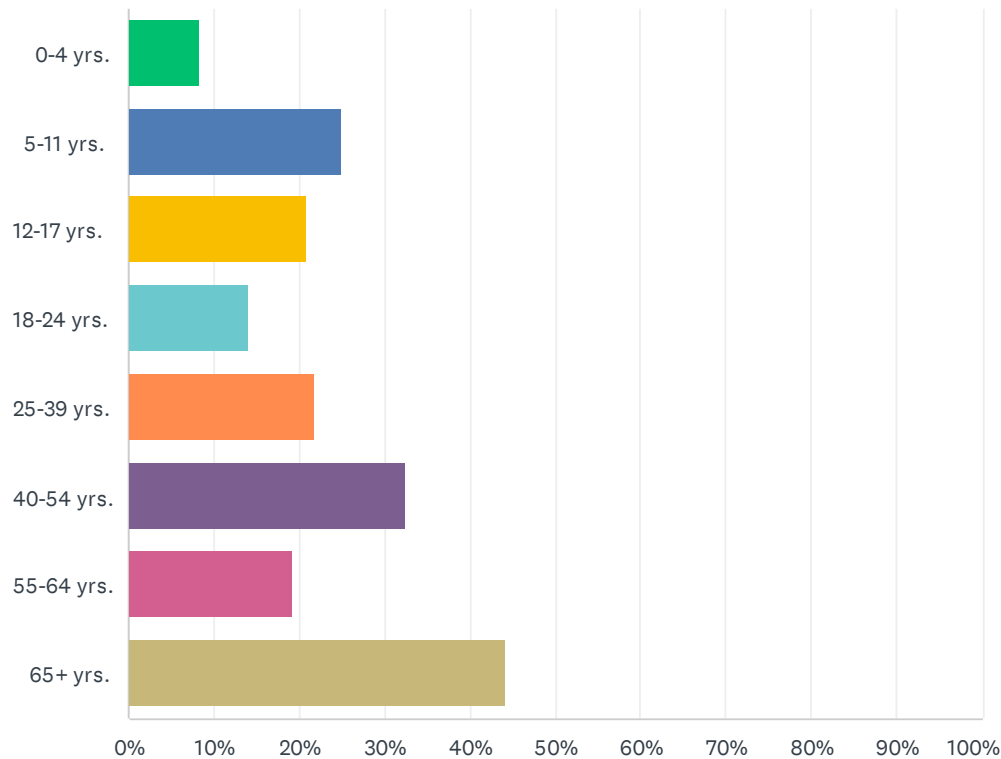


ANSWER CHOICES		RESPONSES	
I live alone		10.83%	13
1-2 additional family members		49.17%	59
3-4 additional family members		25.00%	30
4 or more additional family members		12.50%	15
Other (please specify)		2.50%	3
TOTAL			120

#	OTHER (PLEASE SPECIFY)	DATE
1	my wife	2/10/2022 10:45 PM
2	None of your business	2/9/2022 2:14 AM
3	grandchildren	1/31/2022 6:32 PM

Q19 Select the age ranges that of those living in your household.

Answered: 120 Skipped: 2



ANSWER CHOICES	RESPONSES	
0-4 yrs.	8.33%	10
5-11 yrs.	25.00%	30
12-17 yrs.	20.83%	25
18-24 yrs.	14.17%	17
25-39 yrs.	21.67%	26
40-54 yrs.	32.50%	39
55-64 yrs.	19.17%	23
65+ yrs.	44.17%	53
Total Respondents: 120		

ARC Membership Retention - Revenue Increase Modeling

Item 12.

Rate of Retention	# of Trans	50%	# of Trans	40%	# of Trans	30%	# of Trans	Current	
12/1/2022	405	\$14,231.70	357	\$12,530.92	308	\$10,830.15	163	\$5,727.82	
11/1/2022	375	\$13,168.72	332	\$11,680.54	290	\$10,192.36	163	\$5,727.82	
10/1/2022	345	\$12,105.73	308	\$10,830.15	272	\$9,554.57	163	\$5,727.82	
9/1/2022	314	\$11,042.75	284	\$9,979.76	254	\$8,916.78	163	\$5,727.82	
8/1/2022	284	\$9,979.76	260	\$9,129.37	236	\$8,278.98	163	\$5,727.82	
7/1/2022	254	\$8,916.78	236	\$8,278.98	217	\$7,641.19	163	\$5,727.82	
6/1/2022	224	\$7,853.79	211	\$7,428.60	199	\$7,003.40	163	\$5,727.82	
5/1/2022	193	\$6,790.81	187	\$6,578.21	181	\$6,365.61	163	\$5,727.82	
4/1/2022	163	5,727.82	163	5,727.82	163	5,727.82	163	5,727.82	
3/1/2022	163	5,727.82	163	5,727.82	163	5,727.82	163	5,727.82	
2/1/2022	163	5,727.82	163	5,727.82	163	5,727.82	163	5,727.82	
1/1/2022	228	7,536.00	228	7,536.00	228	7,536.00	228	7,536.00	
AVG Transactions/Potential Rev.	259	\$108,809	241	\$101,156	223	\$93,502	168	\$70,542	2022 Projection
Total Potential Revenue Increase		\$38,267		\$30,614		\$22,960		\$69,274.75	2021 Actual

ARC - Monthly Membership Leakage

# of 2021 Transactions	# of Potential Transactions	% of Possible Pay	Revenue Earned	Potential Revenue	Potential Rev Loss.	% of Potential Revenue
540	689	87.68%	\$18,246.00	\$23,468.00	(\$5,222.00)	77.75%

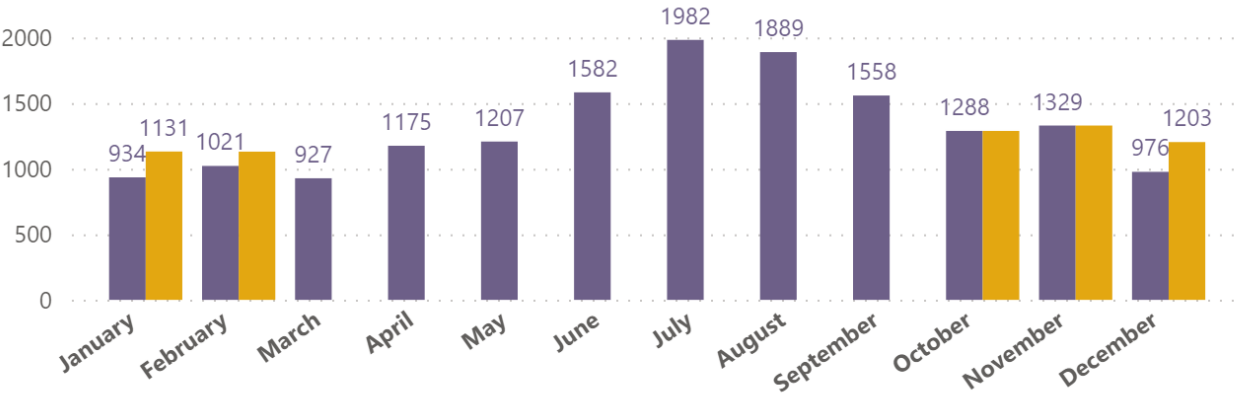
Membership Options	Payment Options	Price	% of Memberships	% of Total Category
Individual	Monthly	\$32.00	4.30%	8.18%
	Quarterly	\$85.00	0.76%	
	Semi-Annual	\$165.00	1.01%	
	Annual	\$305.00	2.11%	
Family	Monthly	\$44.00	16.85%	31.09%
	Quarterly	\$120.00	3.54%	
	Semi-Annual	\$225.00	3.29%	
	Annual	\$425.00	7.41%	
Additional Person *Sold as Add-On Option *Average about 15 transactions per month	Monthly	\$8.00	0.00%	0.00%
	Quarterly	\$20.00	0.00%	
	Semi-Annual	\$40.00	0.00%	
	Annual	\$75.00	0.00%	
Senior Individual	Monthly	\$25.00	3.88%	10.28%
	Quarterly	\$65.00	2.19%	
	Semi-Annual	\$125.00	0.84%	
	Annual	\$240.00	3.37%	
Senior Family	Monthly	\$35.00	1.01%	8.41%
	Quarterly	\$95.00	1.68%	
	Semi-Annual	\$180.00	0.67%	
	Annual	\$335.00	5.05%	
Youth	Monthly	\$25.00	0.42%	0.42%
	Quarterly	\$65.00	0.00%	
	Semi-Annual	\$125.00	0.00%	
	Annual	\$240.00	0.00%	
Individual - Active Military & First Responder	Monthly	\$25.00	0.34%	0.59%
	Quarterly	\$65.00	0.00%	
	Semi-Annual	\$125.00	0.08%	
	Annual	\$240.00	0.17%	
Family - Active Military & First Responder	Monthly	\$35.00	0.42%	1.51%
	Quarterly	\$95.00	0.42%	
	Semi-Annual	\$180.00	0.00%	
	Annual	\$335.00	0.67%	
Silver Sneakers/Silver & Fit				16.18%
	Annual		16.18%	
Individual - COA Employee				0.08%
	Annual		0.08%	
Family - COA Employee				23.25%
	Annual		23.25%	



ARC Membership Performance Measures

Membership Totals by Month

Fiscal Year 2020-2021 2021-2022



Member Count (prior month)

1130

FY Transaction QTY.

725

Total Households

458

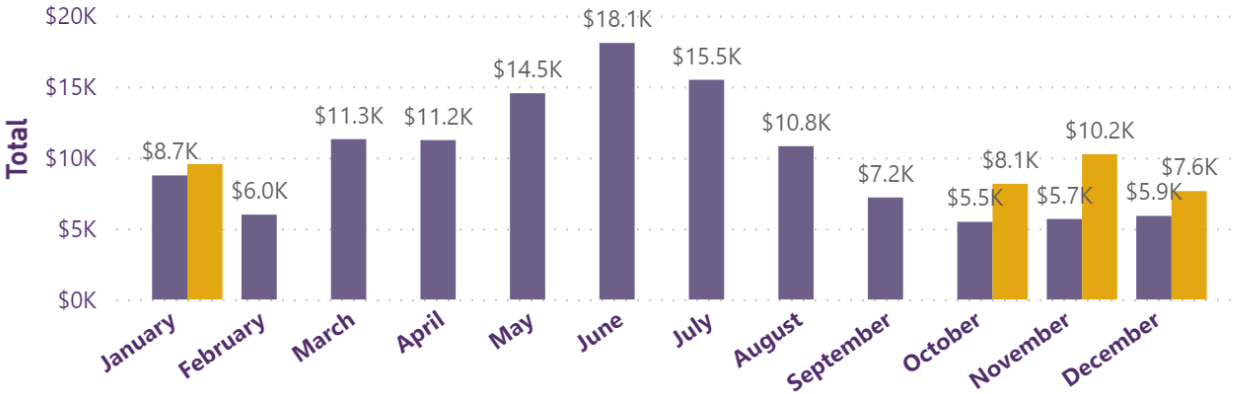
FY Total Membership Revenue

\$36.79K!

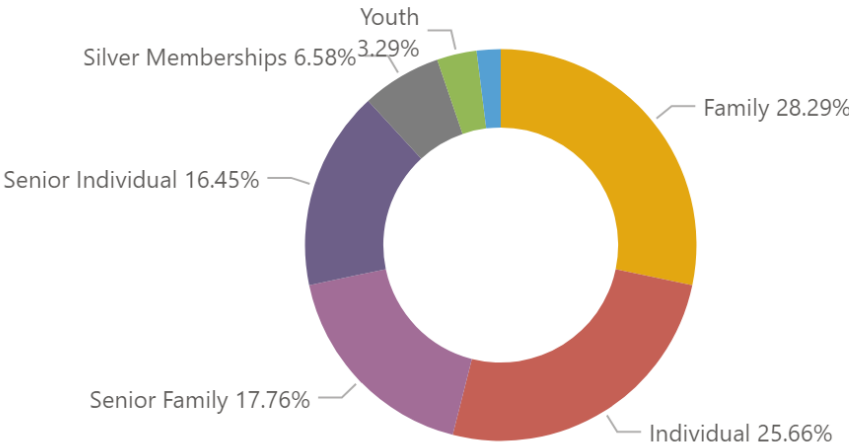
Goal: \$147.85K (-75.12%)

Total Revenue by Month

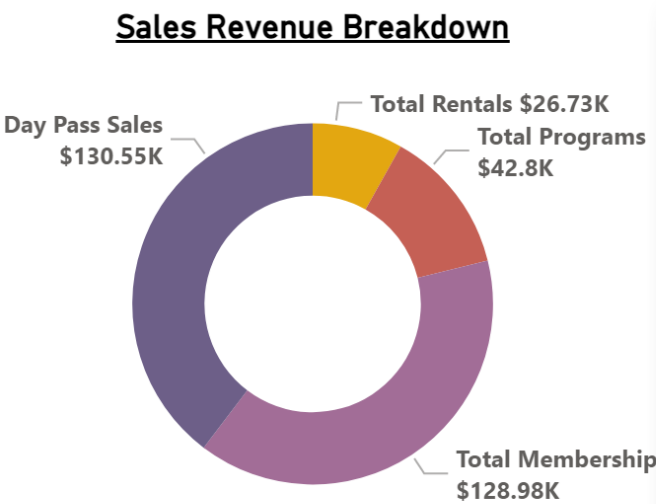
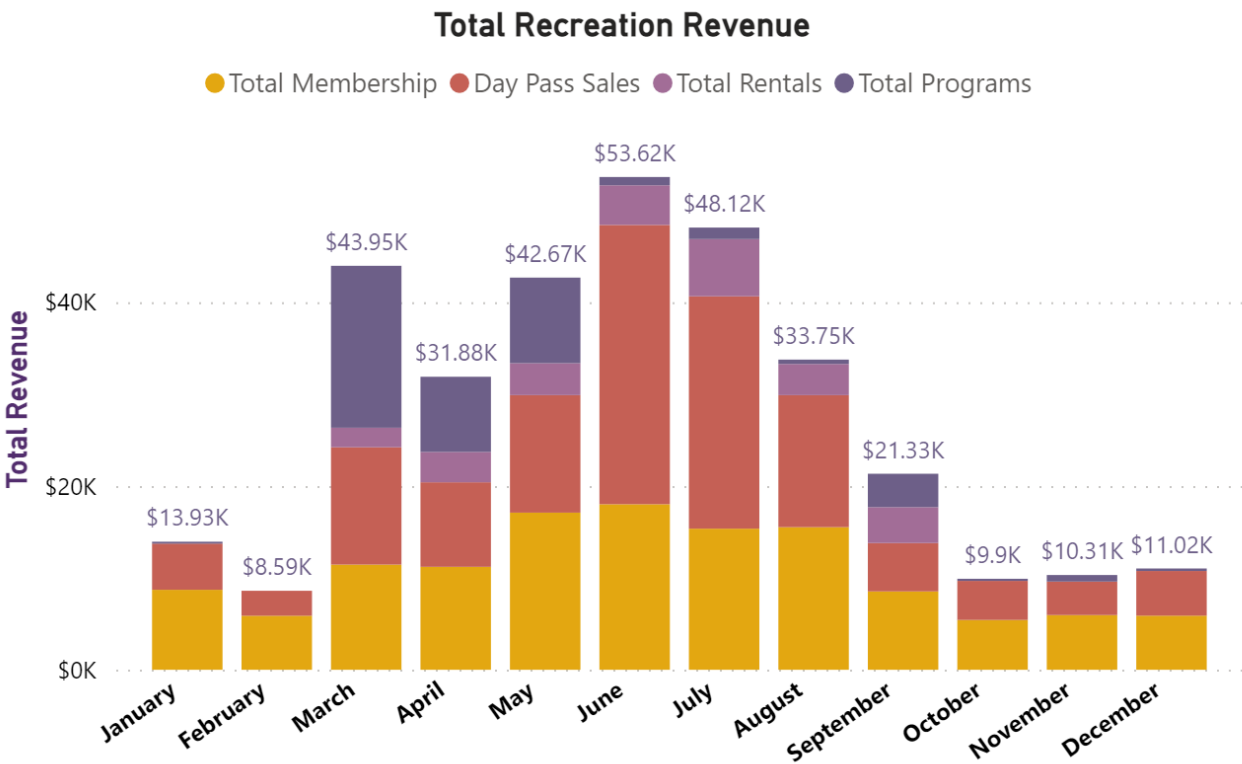
Fiscal Year 2020-2021 2021-2022



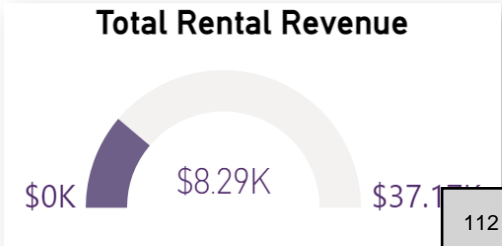
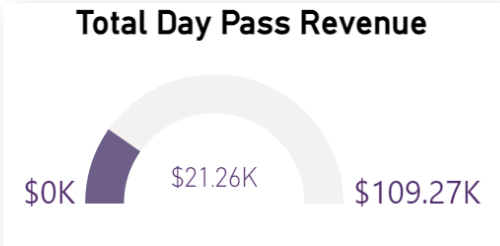
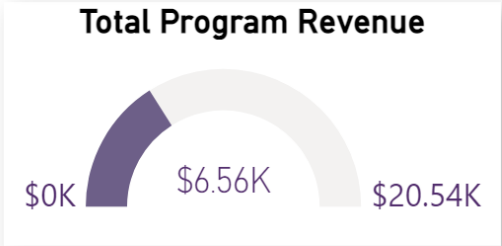
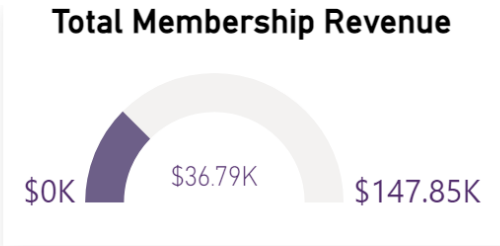
Distribution of Account Types



Recreation Revenue Performance

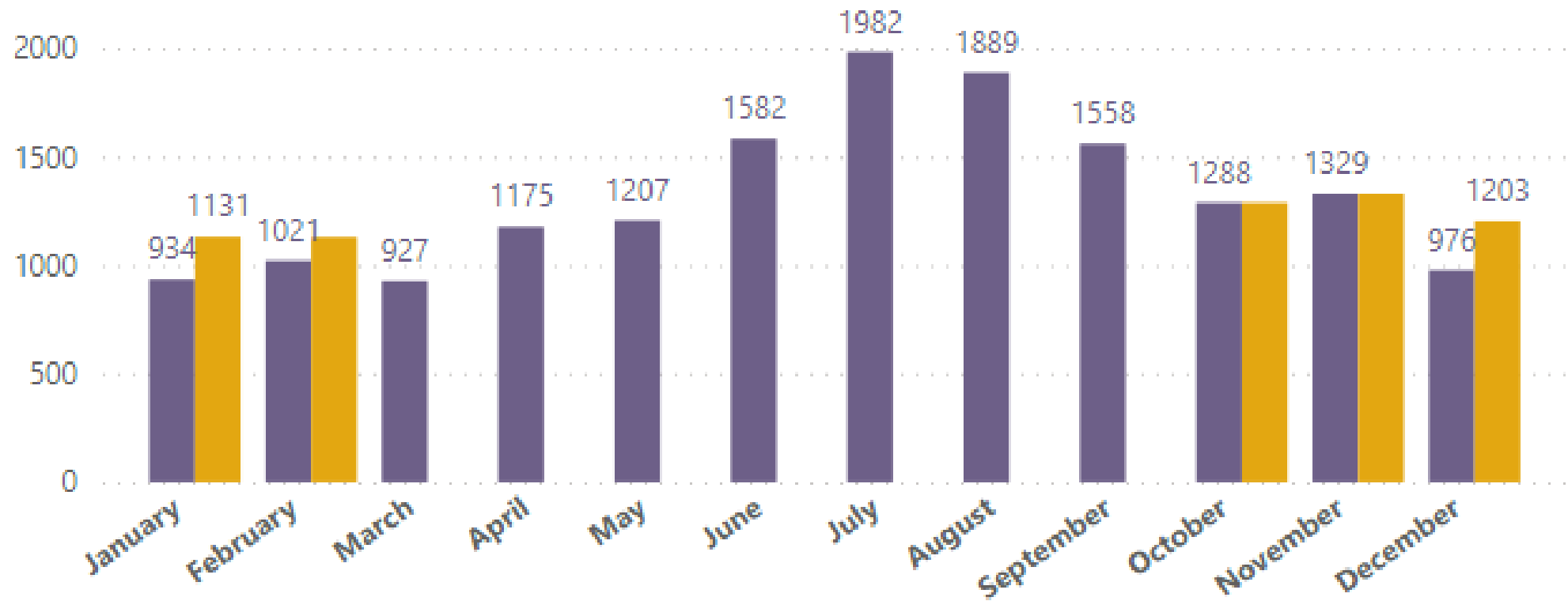


Fiscal Year	Date	Total Membership	Day Pass Sales	Total Programs	Total Rentals
2021-2022	October 2021	\$8,773	\$5,404	\$646	\$1,768
2021-2022	November 2021	\$9,606	\$4,999	\$932	\$3,420
2021-2022	December 2021	\$8,872.51	\$5,478	\$864	(\$310)
2021-2022	January 2022	\$9,539.75	\$5,381	\$4,120.75	\$3,415
Total		\$36,791.26	\$21,262	\$6,562.75	\$8,293



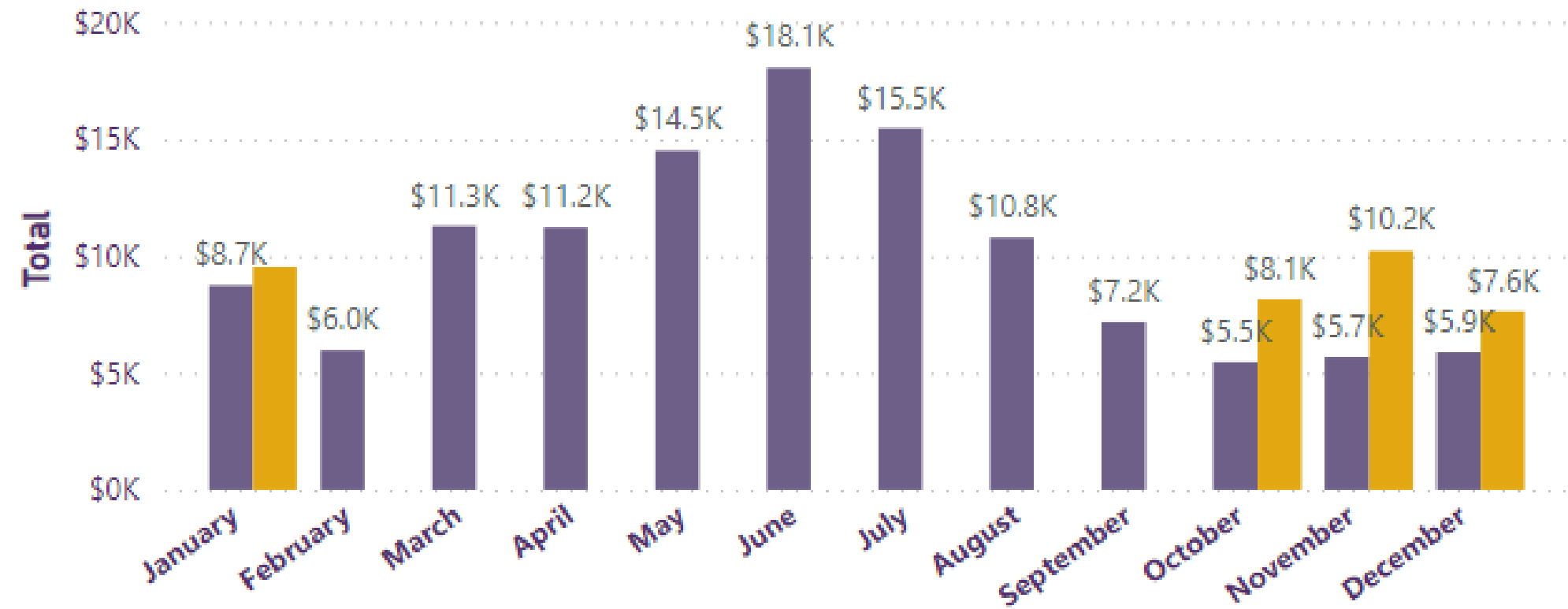
Membership Totals by Month

Fiscal Year ● 2020-2021 ● 2021-2022

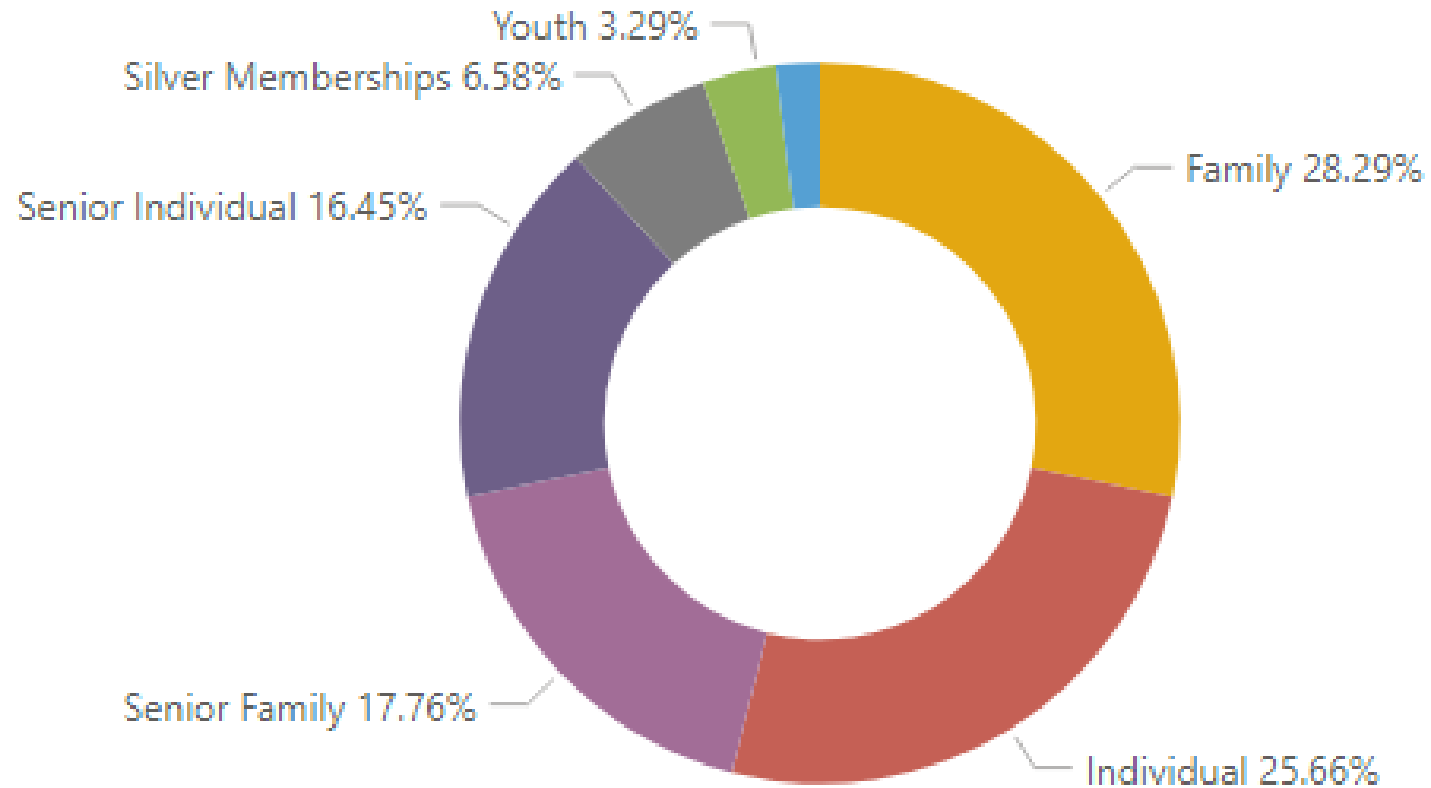


Total Revenue by Month

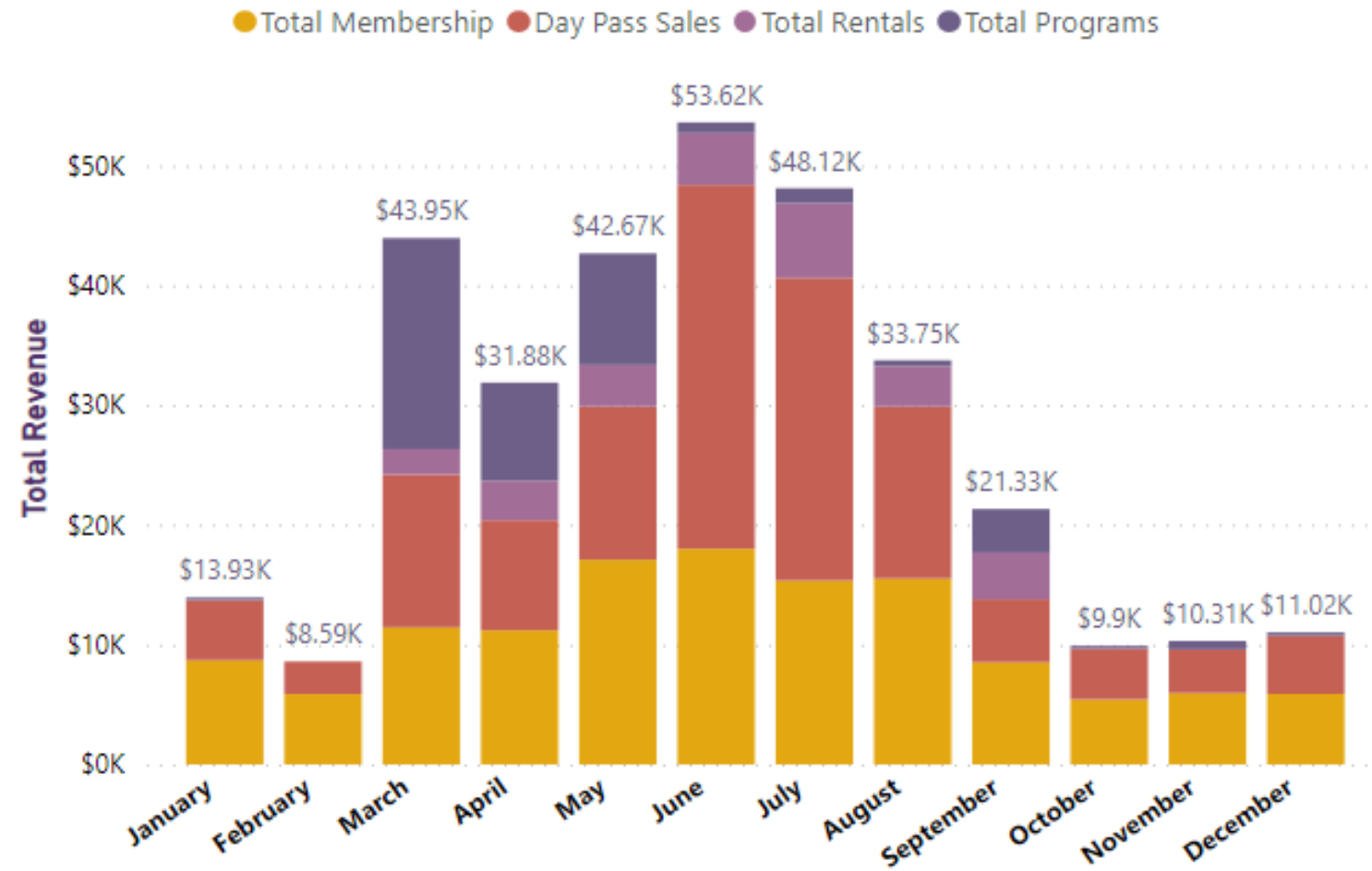
Fiscal Year ● 2020-2021 ● 2021-2022



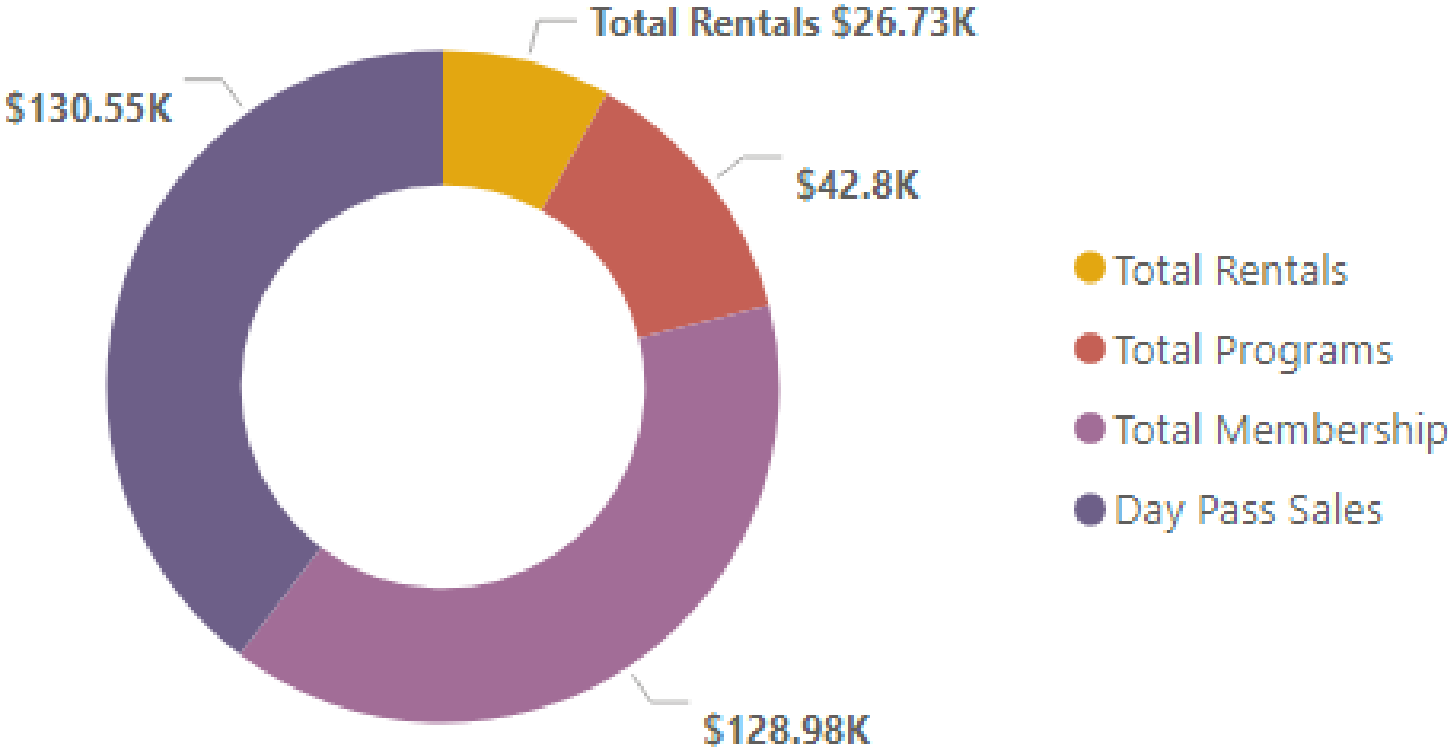
Distribution of Account Types



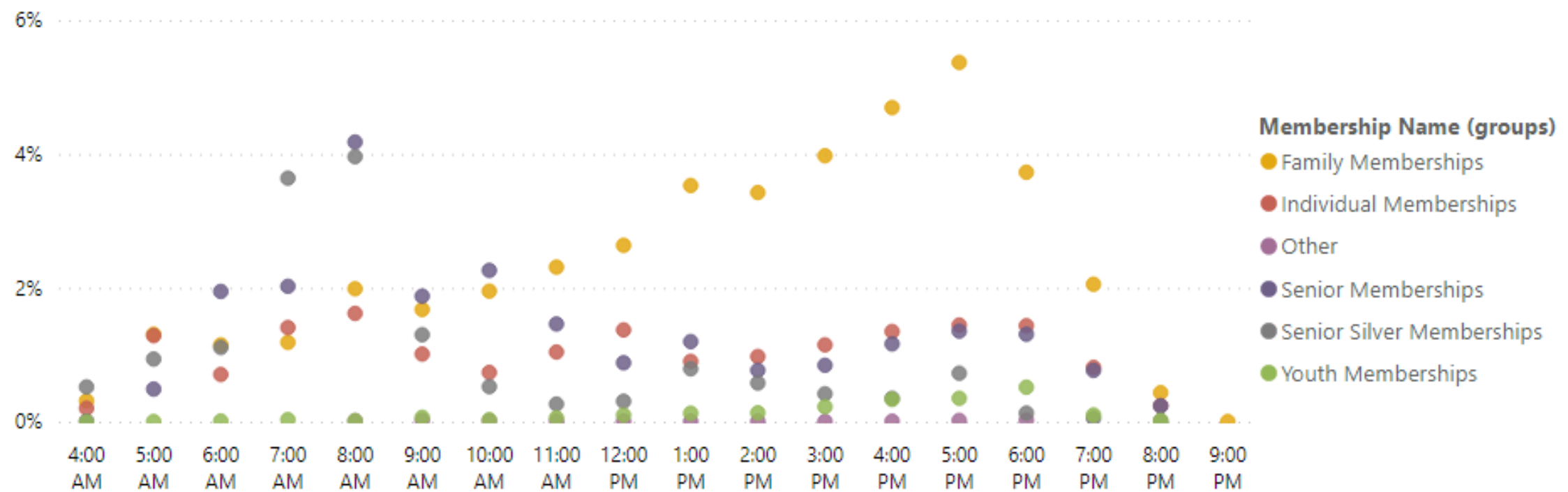
Total Recreation Revenue



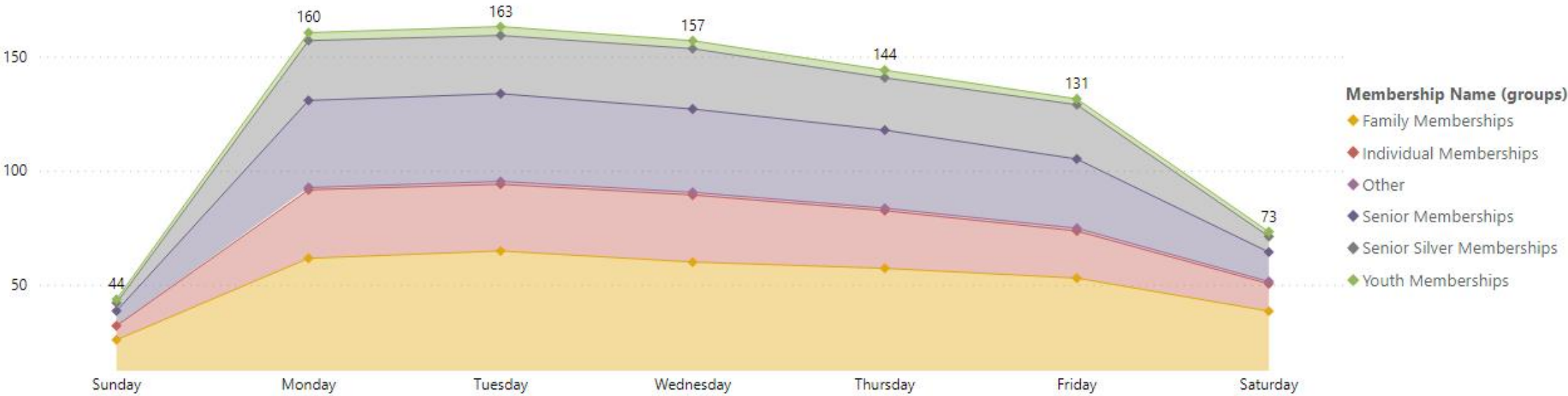
Sales Revenue Breakdown



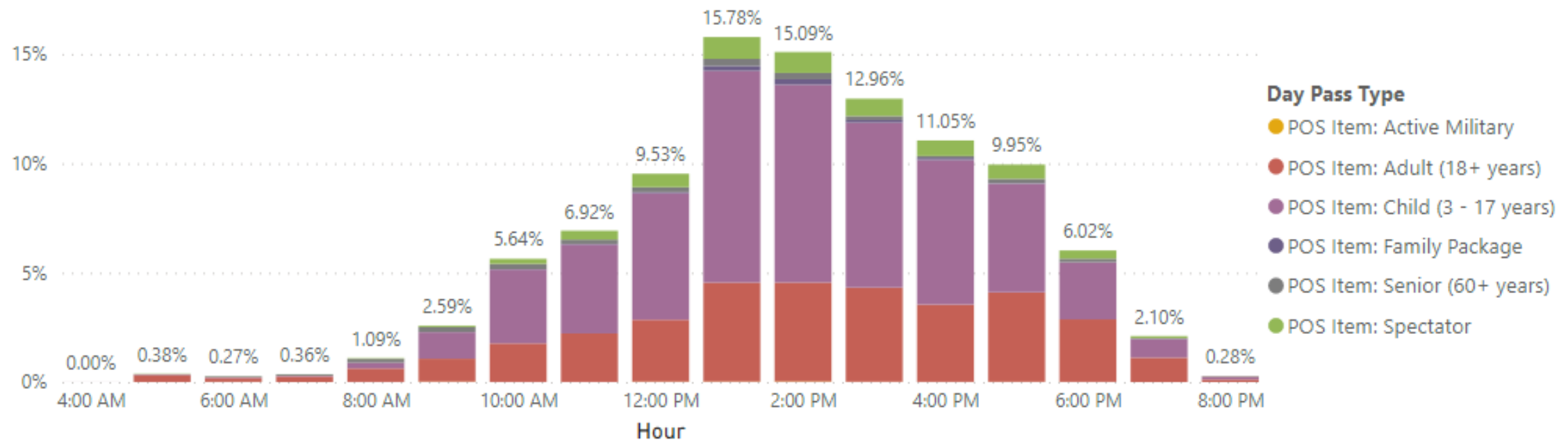
ARC Check-In Volume by Time/Day



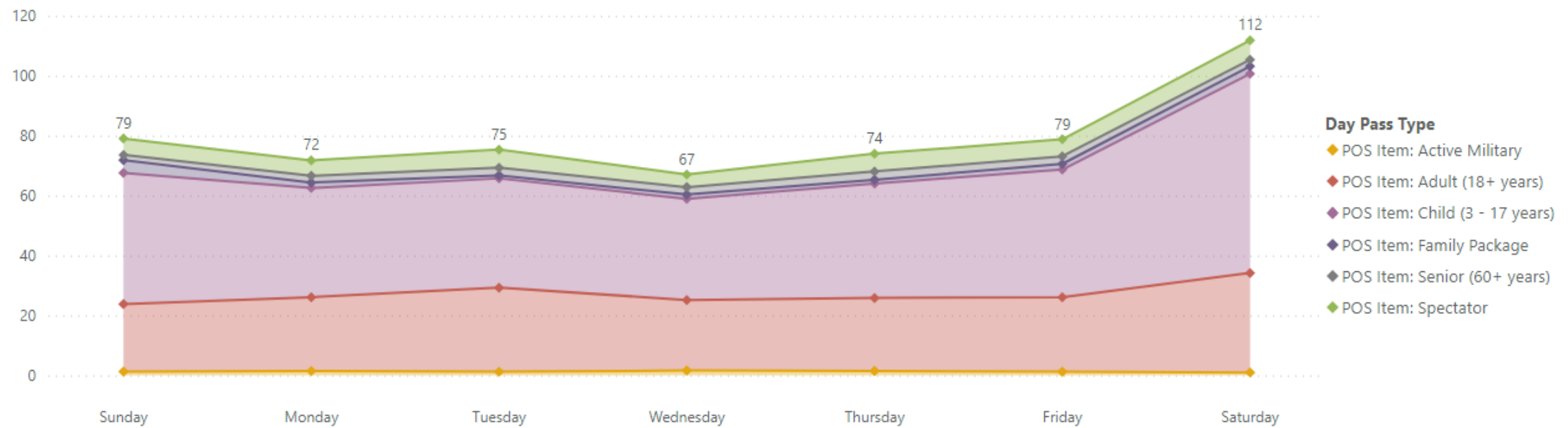
ARC Average Membership Check-Ins by Day of Week



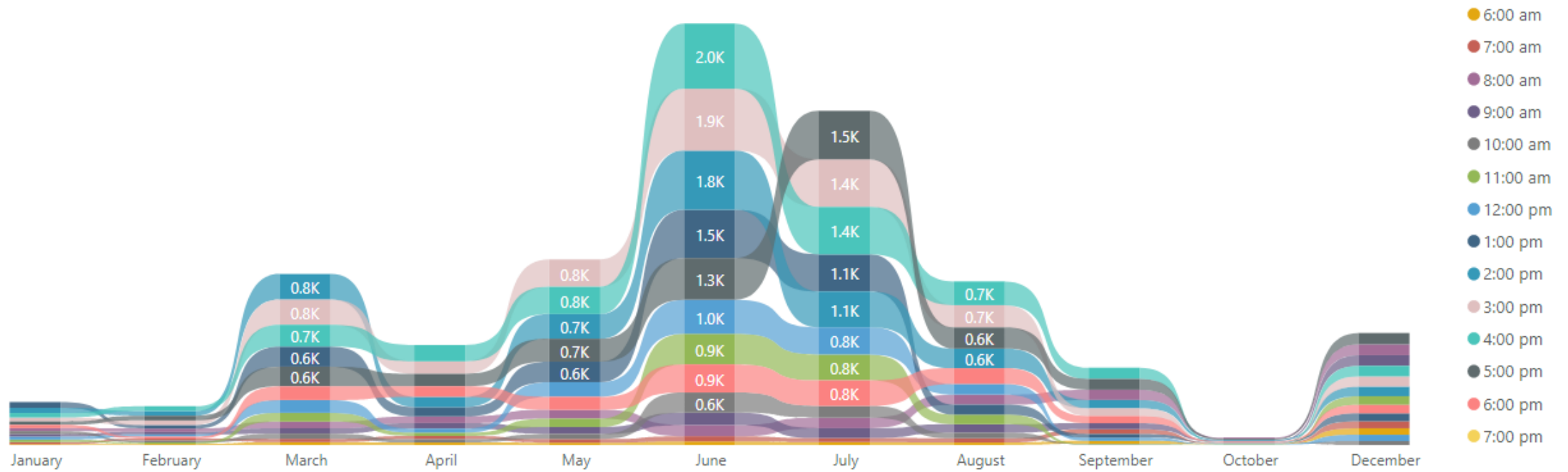
Day Pass Sales by Time of Day and Category



Average Total Day Pass Sales per Day of the Week

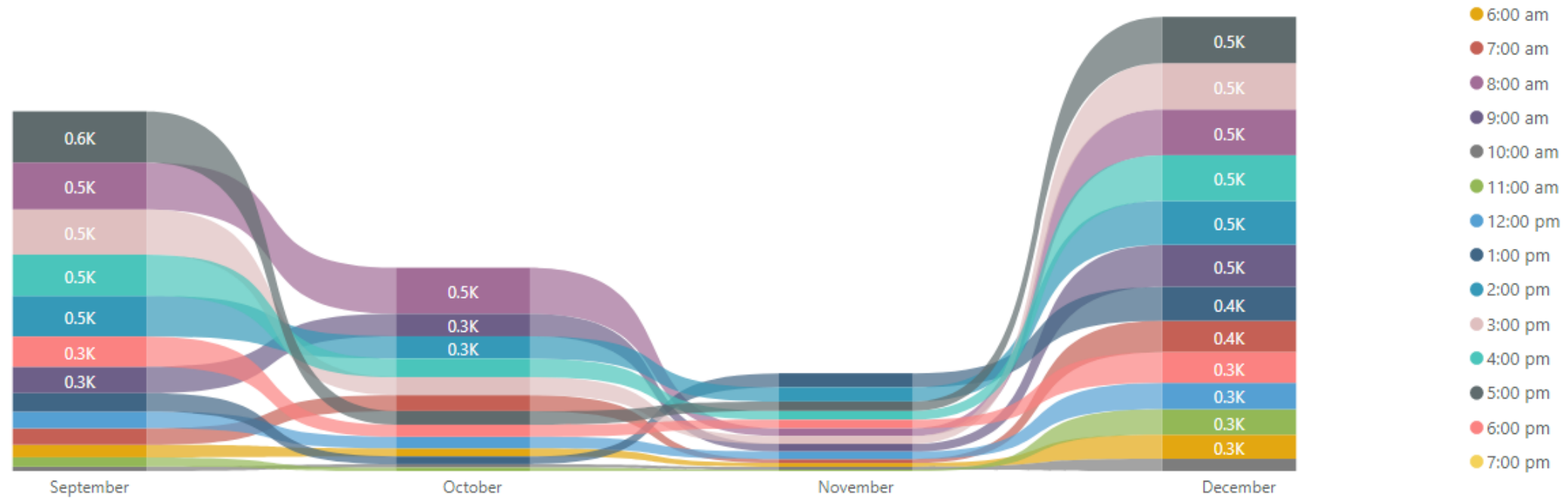


Natatorium Attendance Trend Over Time



Natatorium Attendance Trend Over Time

Item 12.

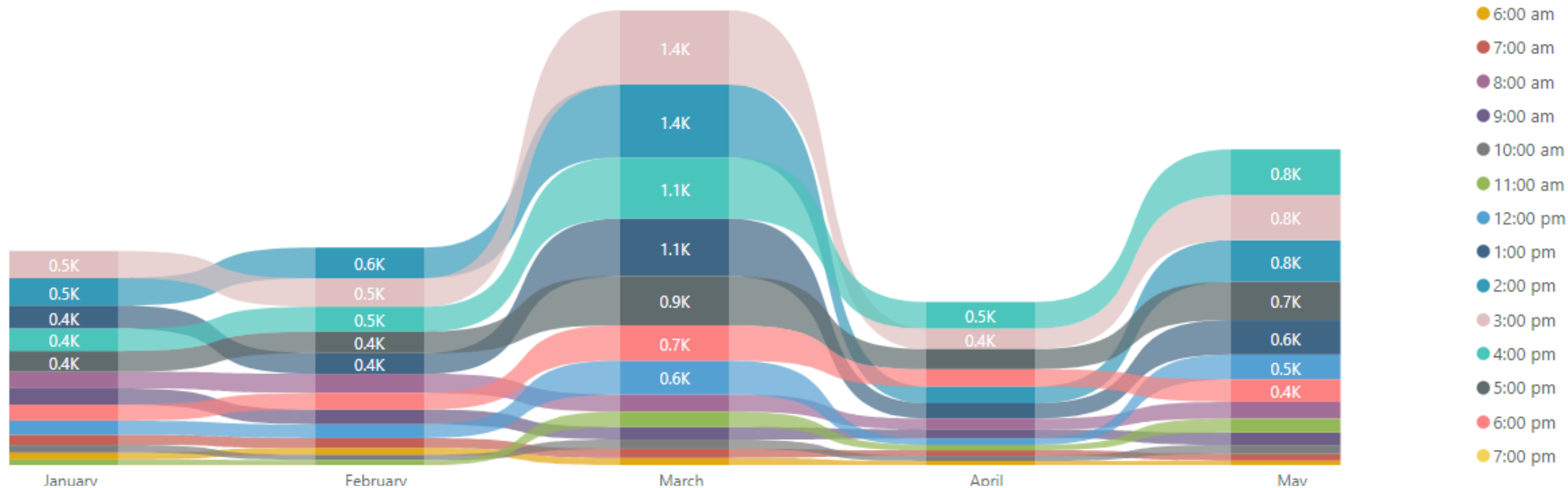


Average Natatorium Attendance by Hour

Day of Week	6:00 am	7:00 am	8:00 am	9:00 am	10:00 am	11:00 am	12:00 pm	1:00 pm	2:00 pm	3:00 pm	4:00 pm	5:00 pm	6:00 pm
Sunday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.04	10.11	12.68	11.82	5.39	0.89
Monday	3.94	5.30	10.00	4.67	0.61	0.94	2.88	4.88	4.45	5.88	4.79	9.48	5.88
Tuesday	3.77	6.37	9.26	7.46	1.06	3.83	5.60	4.09	6.32	4.29	3.17	4.74	4.60
Wednesday	3.58	4.67	9.58	5.06	0.85	1.61	2.15	3.88	3.24	4.61	5.00	5.33	5.52
Thursday	3.48	4.12	15.20	7.96	0.68	0.72	3.88	2.88	6.36	3.12	4.20	6.12	4.56
Friday	3.04	4.12	7.92	4.32	1.40	1.92	1.84	2.92	3.84	3.36	6.84	5.76	3.12
Saturday	0.10	0.10	3.48	7.59	4.14	5.55	6.66	5.90	12.10	10.45	8.34	8.62	5.45
Total	2.63	3.66	7.93	5.33	1.24	2.14	3.36	4.00	6.56	6.33	6.17	6.50	1.38

Natatorium Attendance Trend Over Time

Item 12.

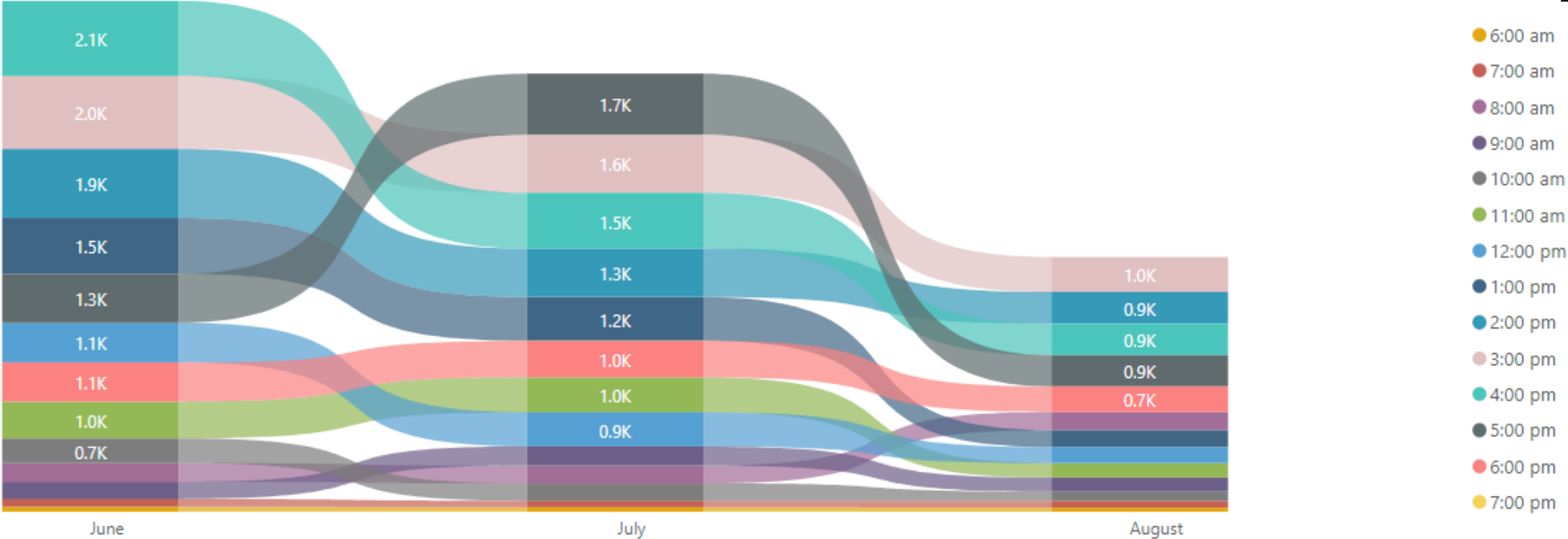


Average Natatorium Attendance by Hour

Day of Week	6:00 am	7:00 am	8:00 am	9:00 am	10:00 am	11:00 am	12:00 pm	1:00 pm	2:00 pm	3:00 pm	4:00 pm	5:00 pm	6:00 pm
Sunday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.70	28.50	32.53	28.34	19.24	4.32
Monday	3.54	5.46	10.14	8.29	2.75	3.93	8.64	14.25	18.61	18.89	16.14	15.75	13.79
Tuesday	3.71	4.82	9.18	6.94	3.65	3.53	8.59	11.15	11.44	8.94	7.44	7.88	10.88
Wednesday	3.43	5.04	8.25	5.25	3.39	3.50	7.89	10.79	11.61	11.21	11.46	10.64	9.50
Thursday	3.36	4.79	8.42	7.15	2.27	2.91	8.00	11.18	10.82	9.00	8.58	8.03	9.55
Friday	3.41	4.59	10.03	6.00	2.97	4.97	7.75	9.00	11.56	11.31	11.72	9.50	6.31
Saturday	0.04	0.33	2.79	6.14	7.50	9.25	16.39	22.54	25.18	30.50	30.29	23.43	12.04
Total	2.56	3.64	7.06	5.70	3.17	3.95	8.10	13.19	16.54	17.07	15.82	13.16	11.46

Natatorium Attendance Trend Over Time

Item 12.



Average Natatorium Attendance by Hour

Day of Week	6:00 am	7:00 am	8:00 am	9:00 am	10:00 am	11:00 am	12:00 pm	1:00 pm	2:00 pm	3:00 pm	4:00 pm	5:00 pm	6:00 pm
Sunday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.83	30.57	50.26	41.09	26.74	1.78
Monday	3.36	4.88	11.68	11.36	10.00	10.80	8.84	11.72	16.64	12.12	20.84	20.68	23.32
Tuesday	2.72	4.20	10.72	9.68	14.92	19.80	16.16	16.64	21.84	25.16	21.28	19.56	21.24
Wednesday	3.48	4.32	12.32	11.50	7.27	12.32	17.05	17.45	26.14	21.73	28.59	26.45	17.82
Thursday	2.70	4.26	12.52	9.22	13.22	26.26	22.87	25.78	25.74	22.83	16.09	19.04	17.39
Friday	3.04	5.72	12.12	8.72	7.56	15.36	18.16	22.52	21.48	27.52	27.64	21.16	17.16
Saturday	0.40	0.64	3.48	6.68	5.24	13.28	19.60	27.56	29.20	30.68	30.20	27.92	15.80
Total	2.23	3.45	8.98	8.19	8.38	14.02	14.70	18.97	24.40	27.06	26.45	23.02	1.49

Angleton Recreation Center
Facility Condition Assessment

				Average	Pts Possible
Facility Assessment Score	58.88	62.03	50.85	57.08	100.00

Scoring Rubric

Good Condition (Normal Wear for Age)	4 pts
OK Condition - Improved with minimal effort	3 pts
Cleaning or Moderate Repair Needed	2 pts
Safety Concern or Significant Repair	1 pt.
Should be removed from operation immediately	0 pts

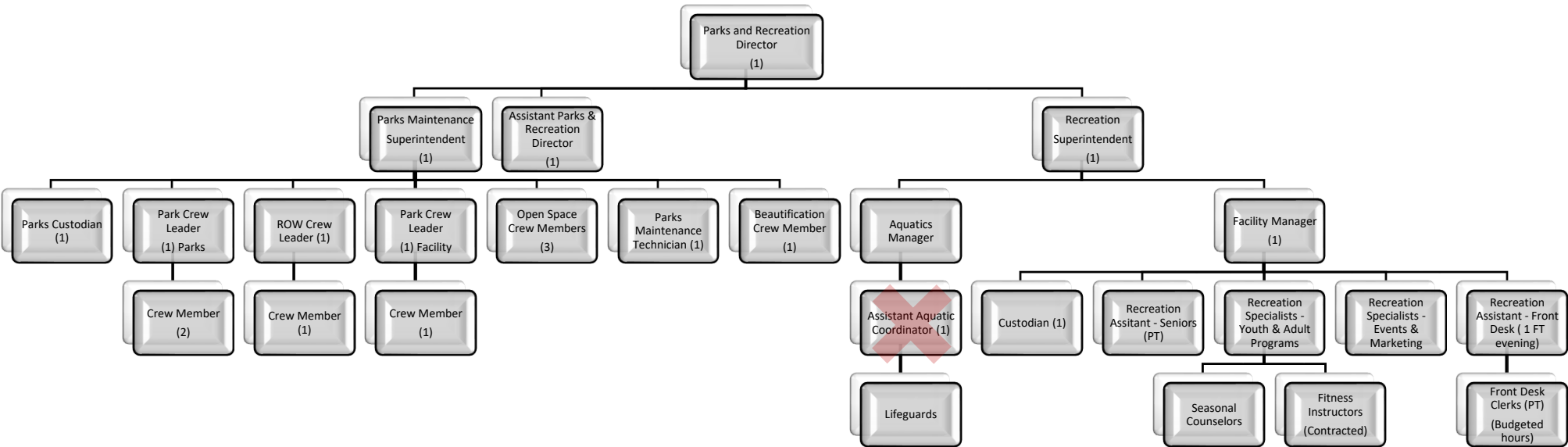
ARC Grounds & Exterior	Score	Score	Score	AVG Score	Pts Possible
Parking Lot Striping	4	3	4	3.67	4
Cleanliness of Concrete Surfaces	3	2	3	2.67	4
Parking Lot Lighting	2	4	4	3.33	4
Other Exterior Lighting	2	2	3	2.33	4
Grounds - Cleanliness & Curb Appeal	1	3	2	2.00	4
Grounds - Landscaping	3	2	2	2.33	4
Grounds - Trees	3	3	2	2.67	4
Ramps & Sidewalks	2	3	2	2.33	4
Curbs	4	3	3	3.33	4
Courtyard Area	2	3	3	2.67	4
Pool Patio Area	3	1	1	1.67	4
Exterior Walls	2	2	1	1.67	4
Exterior Doors	2	3	3	2.67	4
Exterior Windows	2	4	2	2.67	4
Exterior Signage	3	2	2	2.33	4
Other	NA	NA	NA		NA
Totals	38	40	37	38.33333333	60
% of Possible Score	63.33%	66.67%	61.67%	63.89%	100.00%
Weight Adjusted Score	6.33	6.67	6.17	6.39	10
Score Weight our of 100	10	10	10	10	100
ARC Lobby and Hallways	Score	Score	Score	AVG Score	Pts Possible
Lighting	2	2	2	2.00	4
General Cleanliness	3	3	3	3.00	4
Walls	3	2	3	2.67	4
Doors	3	2	2	2.33	4
Ceiling	2	3	1	2.00	4

Signage	2	2	3	2.33	4
Welcome Center Area	3	3	3	3.00	4
Windows	3	4	2	3.00	4
Paint	3	2	NA	2.50	4
Floors	3	3	2	2.67	4
Other	NA	NA	NA		NA
Totals	27	26	21	25.5	40
% of Possible Score	67.50%	65.00%	52.50%	63.75%	100.00%
Weight Adjusted Score	6.75	6.5	5.25	6.375	10
Score Weight our of 100	10	10	10	10	100
ARC Natatorium	Score	Score	Score	AVG Score	Pts Possible
Lighting	3	2	2	2.33	4
General Cleanliness	2	3	2	2.33	4
Walls & Paint	2	2	1	1.67	4
Doors	2	4	3	3.00	4
Ceiling	3	3	2	2.67	4
Signage	2	4	1	2.33	4
Windows	2	3	3	2.67	4
Flooring / Pool Deck Condition	2	2	1	1.67	4
Pool Amenities	2	2	1	1.67	4
Deck Area	1	3	1	1.67	4
Chemical Room	1	3	2	2.00	4
Other	NA	NA	1		NA
Totals	22	31	20	24	44
% of Possible Score	50.00%	70.45%	45.45%	54.55%	100.00%
Weight Adjusted Score	10.00	14.09	9.09	10.91	20
Score Weight our of 100	20	20	20	20	100
ARC Weight Room	Score	Score	Score	AVG Score	Pts Possible
Lighting	3	3	3	3.00	4

General Cleanliness	3	4	2	3.00	4
Walls & Paint	2	2	1	1.67	4
Doors	3	3	2	2.67	4
Ceiling	3	2	3	2.67	4
Signage	2	1	1	1.33	4
Windows	3	3	3	3.00	4
Flooring	3	2	3	2.67	4
Cadio Equipment	3	3	3	3.00	4
Strength Equipment	2	3	2	2.33	4
Sound System & TVs	3	1	1	1.67	4
Other	NA	NA	NA		NA
Totals	30	27	24	27	44
% of Possible Score	68.18%	61.36%	54.55%	61.36%	100.00%
Weight Adjusted Score	10.23	9.20	8.18	9.20	15
Score Weight our of 100	15	15	15	15	100
ARC Gymnasium	Score	Score	Score	AVG Score	Pts Possible
Lighting	2	2	1	1.67	4
General Cleanliness	3	2	2	2.33	4
Walls & Paint	2	1	2	1.67	4
Doors	3	3	3	3.00	4
Ceiling	1	1	1	1.00	4
Signage	2	1	1	1.33	4
Windows	3	4	3	3.33	4
Flooring	1	1	1	1.00	4
Court Divider	3	3	2	2.67	4
Basketball Goals	1	3	4	2.67	4
Other Amenities	2	1.5	1	1.50	4
Other	NA				NA
Totals	23	22.5	21	22.16666667	44

% of Possible Score	52.27%	51.14%	47.73%	50.38%	100.00%
Weight Adjusted Score	7.84	7.67	7.16	7.56	15
Score Weight our of 100	15	15	15	15	100
ARC MP 1 & 2	Score	Score	Score	AVG Score	Pts Possible
Lighting	3	3	2	2.67	4
General Cleanliness	3	2	3	2.67	4
Walls & Paint	2	3	2	2.33	4
Doors	2	2	2	2.00	4
Ceiling	2	3	2	2.33	4
Signage	3	3	2	2.67	4
Windows	2	4	2	2.67	4
Flooring	3	1	2	2.00	4
Room Divider	1	1	1	1.00	4
Kitchen Area	3	4	2	3.00	4
Other Amenities	2	1.5	1	1.50	4
Other	NA	NA	NA		NA
Totals	26	27.5	21	24.83333333	44
% of Possible Score	59.09%	62.50%	47.73%	56.44%	100.00%
Weight Adjusted Score	8.86	9.38	7.16	8.47	15
Score Weight our of 100	15	15	15	15	100
ARC Restrooms & Locker Rooms	Score	Score	Score	AVG Score	Pts Possible
Lighting	3	4	3	3.33	4
General Cleanliness	2	3	3	2.67	4
Walls & Paint	2	2	2	2.00	4
Doors	3	2	2	2.33	4
Ceiling	2	2	2	2.00	4
Signage	2	3	2	2.33	4
Water fixtures	2	2	2	2.00	4
Flooring	3	3	1	2.33	4
Stalls & Dividers	2	2	3	2.33	4
Counters and Cabinets	2	1	2	1.67	4
Lockers	3	1	1	1.67	4
Other	NA	NA	NA		NA
Totals	26	25	23	24	44
% of Possible Score	59.09%	56.82%	52.27%	54.55%	100.00%
Weight Adjusted Score	8.86	8.52	7.84	8.18	15.00
Score Weight out of 100	15	15	15	15	100
Total Facility Assessment Score	58.88	62.03	50.85	57.08	100.00

CURRENT ORGANIZATIONAL CHART

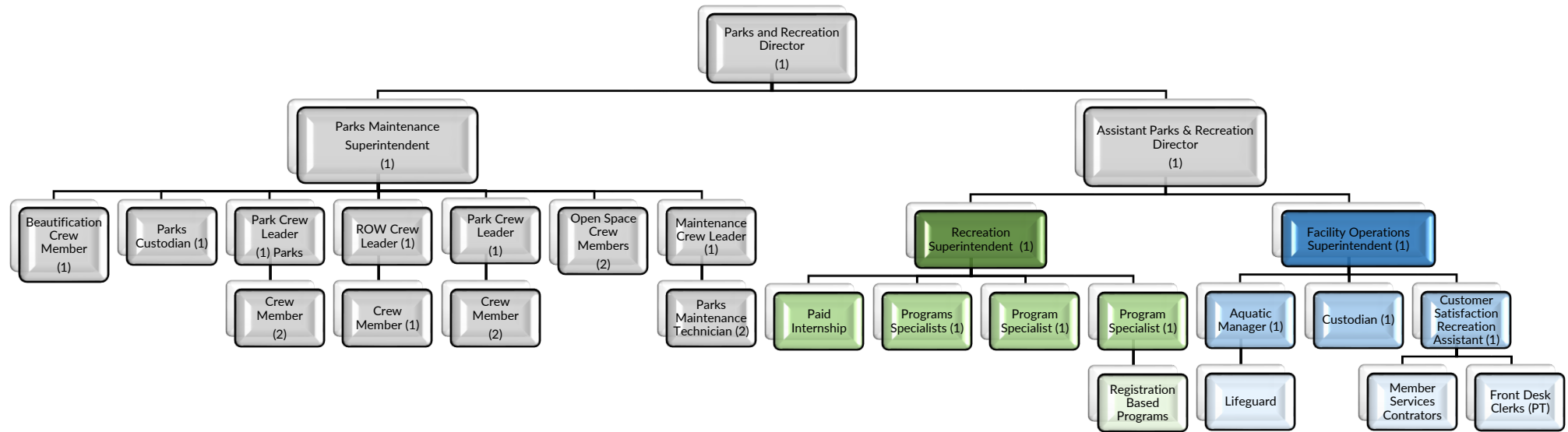


ANNUAL OPERATING BUDGET | \$1,281,370
ANNUAL REVENUE | \$355,833

RECREATION DIVISION DEFICIENCIES & OPPORTUNITIES

- The City of Angleton is growing and our ability to address needs should grow
- Operation deficiencies revolved around membership offerings and maintenance, facility maintenance, program offerings, and customer satisfaction have been identified
- Separation of duties will aid in increasing operational capacity and elevate standards
- Increasing the number of elevated positions will help to professionalize, recruit, and retain knowledgeable staff

REVISED ORGANIZATIONAL CHART



EST. ANNUAL OPERATING BUDGET | \$370,000

EST. ANNUAL REVENUE | \$22,000+*

*Based on cost recovery model

*Does not include proposed contract programs

EST. ANNUAL OPERATING BUDGET | \$840,000

EST. ANNUAL REVENUE | \$331,000

REVISED PERSONNEL CHANGES

- Separate Recreation and Angleton Recreation Center operations into two divisions
- Elevate the hourly Facility Manager position to a salaried Facility Operations Superintendent
- Eliminate the Assistant Aquatic Coordinator position and associated city benefits
- Move Aquatics, Custodial, and FT & PT Customer Satisfaction Recreation Assistants under direct supervision of the Facility Operations Superintendent
- Change PT Permanent Recreation Assistant to FT Recreation Specialist for Senior Programs
- Marketing and events to be managed by the Recreation Superintendent
- Move Recreation Specialists & paid internship positions under direct supervision of the Recreation Superintendent
- Change PT Permanent Recreation Assistant to FT Recreation Specialist for Senior Programs
- Recreational Specialists – Seniors, Environmental & Outdoor, and Athletics & Registration based programs



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/24/2022

PREPARED BY: Megan Mainer, Director of Parks & Recreation, and Kyle Livesay, Assistant Director of Parks and Recreation.

AGENDA CONTENT: Discussion and possible action on Angleton Recreation Center hours of operation.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$0.00

FUNDS REQUESTED: \$0.00

FUND: \$0.00

EXECUTIVE SUMMARY:

Parks and Recreation staff have been meeting routinely since December 2021 to assess Angleton Recreation Center operations and annual revenue. The primary goal of this assessment was to determine opportunities to generate increased revenue. Staff analyzed several factors that impact Angleton Recreation Center revenue including how the facility compares to competitors within the market, needs of past and current ARC members, membership structure and offerings, as well as existing facility usage and conditions. Based on data collected, staff will propose recommendations in each of these respective areas to improve Angleton Recreation Center operations.

MARKET COMPARISON BACKGROUND

Enclosed, staff has provided a local market comparison of similar facilities and service offerings in the immediate area and includes information like the year facilities were established, hours of operation, daily entry rates, membership rates, and other information related to facility services. Three facilities we assessed opened prior to the Angleton Recreation Center and seven facilities opened after the Angleton Recreation Center. Angleton Recreation Center is one of the only facilities that is open on Sundays. Unlike most facilities, the Angleton Recreation Center offers facility usage until 9pm on Saturday with the exception of 24-hour gyms and gyms with class times as specified hours. Additionally, the Angleton Recreation Center is priced competitively in comparison to other local offerings and has several daily admission rates available. Lastly, Angleton Recreation Center is the only facility that offers private pool party rentals.

ARC SURVEY RESULTS

Staff published a survey revolved around Angleton Recreation Center operations and services on Monday, January 31 and closed the survey on Monday, February 14. One hundred and twenty-two people responded to the survey.

Survey results indicated the following:

- **Question 1:** The net promoter score for respondents who would recommend utilizing the Angleton Recreation center to a friend or colleague was 58.
- **Question 2:** Respondents recommended several changes to the Angleton Recreation Center to provide a higher referral rating including a kids club for younger children, more aquatic programs, more group exercise classes, open earlier on Sunday, honor requests to pause memberships, temperature control in the pool area during cooler months, working aquatic amenities, cleaner restrooms, improved facility repairs, fans in exercise rooms, pool cleanliness, improved customer service, facility upgrades, dedicated senior center, larger weight room area, increased pool operating hours, early morning exercise classes, improved and a variety of workout equipment, exercise classes on the weekend, 24-hour access to the gym and pool, sauna, snack bar, inexpensive daily rates, lower membership rates, outdoor amenities, improved front desk operations, outdoor walking trail, and an increase in youth programs.
- **Question 3:** The top three memberships used were Family, Individual, and SilverSneakers or Silver & Fit.
- **Question 4:** Forty-five percent of respondents visit the Angleton Recreation Center on occasion while about forty percent of respondents visit the Angleton Recreation Center three or more times a week. Under fifteen percent of respondents visit the Angleton Recreation Center one to two times a week.
- **Question 5:** The biggest personal barrier for respondents to visit the Angleton Recreation Center includes location, lack of time, personal health, lack of childcare, costs, available services, hours of operation, injuries, existing pandemic, poor customer service, cleanliness of the facility, and broken equipment/slide.
- **Question 6:** About forty-three of respondents utilize the facility from 8am – 12pm, nearly thirty percent of respondents utilize the facility before 8am, twenty-nine percent of respondents utilize the facility between 5pm – 7pm, twenty-two percent use the facility between 12pm – 5pm, and nine percent use the facility after 7pm.
- **Question 7:** When asked what days respondents are least likely to visit the Angleton Recreation Center 71% said Sunday and about 56% said Saturday. All other days of the week were significantly less revealing that most respondents visit the facility Monday through Friday.
- **Question 8:** The top five facility features are the Fitness Center (cardio equipment/weight room), lap swimming pool, hot tub/spa, aquatic play area and waterslide, and locker rooms/restrooms.
- **Question 9:** The top five activities respondents or their family members participated in when visiting the Angleton Recreation Center includes exercise on the cardio machines, swimming for fitness/water exercise, weightlifting/strength training, recreational activity in the pool, and group exercise classes.
- **Question 10:** When asked if respondents participate in group exercise programs, fifty percent noted they have not participated in group exercise classes, twenty-five percent responded with yes and twenty-five responded with no, but they have participated in the past.
- **Question 11:** The top five requested group exercise classes are water exercise, cardio exercise, strength training, dance (e.g. Zumba), and stretching/flexibility.
- **Question 12:** When respondents were asked what they liked most about the Angleton Recreation Center they noted friendly staff, convenient location, many programs offered,

hours of operation, indoor pool, fitness classes offered, clean, low cost, weight room, senior activities, and gym.

- **Question 13:** When respondents were asked what they would like to see improved at the Angleton Recreation Center they noted more variety in group classes offered at different times and days, increased senior fitness programs, open earlier on Sundays, cleaner locker room facilities, pool and gym area, fans in workout areas, extended pool hours, larger space for cardio equipment, cycling classes, TVs in the cardio area, increased weight room area with additional equipment, water classes, increased number of lap lanes, childcare opportunities, separate heated therapeutic pool, interesting senior trips, sauna, workout recovery area, cheaper daily rates, customer service, racquetball courts, replace older equipment, and overall facility conditions.
- **Question 14:** When asked if respondents wanted to share additional information responses included the promotion of auto-renewing memberships, cleaner showers and restroom facilities, a safe and enjoyable place for seniors, additional Zumba classes, appreciation towards staff and maintenance of the facility, implementation of childcare, appreciation of staff and the facility, appreciation for group exercise instructors, need for a new yoga instructor, attentive lifeguards, racquetball courts, and longer hours of operation.

FACILITY USAGE AND CONDITIONS

In addition to the assessment of membership operations and revenue for the Angleton Recreation Center, staff also assessed the usage level of the facility over the yearly cycle and the general facility conditions as they impact aesthetics, user experience, and safety. To perform this assessment, staff conducted a Facility Conditions Assessment that consisted of scoring all major areas and features of the facility. This process allows for a quantitative assessment of condition to prioritize future building improvement needs as well as operational needs to address lower scoring items. Additionally, staff collected historical facility usage information that consisted of membership scans, individual day pass sales, and natatorium attendance logs to determine daily, seasonal, and annual usage patterns that impact facility operations.

Summary of Facility Conditions Assessment Findings

During the Facility Conditions Assessment, staff assessed the following areas of the Angleton Recreation Center: ARC Grounds and Exterior, ARC Lobby and Hallways, Natatorium, Weight Room/Fitness Area, Gymnasium, Multi-Purpose Rooms, and Restrooms and Locker Rooms

Through this assessment each area was scored and weighted to provide an overall Facility Assessment Score. Assessments were conducted by the department's Director, Assistant Director, and Recreation Superintendent and each were conducted independently. Each item was ranked on a scale of 0-4. The scale of each ranking is based on each item being identified in the range of good conditions relative to an item's age (score of 4) to significant repair and safety concerns (score of 1) to immediate removal from operation (score of 0).

The average Facility Assessment Score was 57.08 out of 100 total pts possible (Scoring Range 50.85-62.03). The lowest scoring facility areas were the Gymnasium, the Natatorium, and restrooms/locker rooms.

Additionally, staff identified items in each specific area of the facility with the lowest scores. Many items related to daily maintenance and cleanliness can begin to be addressed internally by staff.

However, many low scoring items can help guide future planning for facility improvements and purchasing.

General areas of concern based on the facility assessment that have the most immediate impact on the quality of the facility experience and impact the perceived value for patrons of the facility are facility lighting, Gym flooring, ceilings tiles and type (Gym), locker room/restroom amenities, and improvements or repair of doors, drywall, and paint.

Summary of Facility Usage Findings

Staff collected all available data related to the overall usage of the Angleton Recreation Center. This consisted of daily membership scans, individual day pass sales, and natatorium usage logs.

The primary findings of this assessment are provided below:

- On average, 124 facility members scan into the ARC each day. The average number of weekday scans is 151 per day and the average number of weekend scans is 58.5 per day.
- Peak facility usage by members is on Monday and Tuesday. Usage decreases daily Wednesday through Sunday.
- The highest volume of membership scans occurs between 7 am and 9 am in the morning and between 4 pm and 6 pm in the afternoon.
- Morning use is driven by senior memberships while afternoon use is driven by family memberships.
- Family membership sales and usage peaks during the months of May through August and decreases rapidly during the seasonal shift in December.
- On average, 78.2 day passes are sold per day. The average number of weekday sales is 64.6 per day and the average number of weekend sales is 83.5 per day.
- Day pass sales volume occurs inversely to membership scan volume. Day pass sales are highest on Friday through Sunday and lowest Monday through Thursday.
- Day pass sales peak at 1 pm and remain significantly elevated until 6 pm.
- Day pas sales volume peaks in the summer months of June through August. The month of March also shows a spike in sales which corresponds with the AISD Spring Break.
- Natatorium usage volume peaks and remains elevated during the months of May through August. The month of March also shows a spike in natatorium visits that corresponds with the AISD Spring Break.
- Membership scans, day pass sales, and natatorium usage are all heavily impacted by seasonal changes and AISD vacation periods.
- The lowest usage and sales period for all items are during the months of September and February immediately following a seasonal shift and school vacation period.

With these findings, staff are better able to understand seasonal changes to patterns of use as well as understand where the volume of daily visits takes place throughout the year. This understanding will allow staff to make better scheduling and budgeting decisions throughout seasonal shifts, optimize opportunities for staff to make operational changes that decrease the historical loss of membership that occurs during seasonal shift, and encourage day pass users to convert to facility members if desired. As an example, creating a membership experience that better engages families during non-summer months may increase the retention of family memberships during the transition into the school year.

Facility Usage During Holidays

Staff assessed historical facility usage during all major and city approved holidays to the volume of usage on these dates. During this assessment, it was found that most holidays where school was not in session resulted in a significant reduction in overall facility attendance.

From these findings, it is recommended that the Angleton Recreation Center adopts a standardized holiday operations schedule of 8 am – 5 pm for city approved holidays where the facility remains open. The facility would remain closed on New Year's Day, Easter Sunday, Thanksgiving Day, Christmas Eve, and Christmas Day.

Natatorium Operations and Private Pool Rental Availability

Staff reviewed all private pool party bookings from FY2019-20 and FY2020-21 to assess frequency of bookings, trends, and opportunities. Staff found the vast majority of private pool party bookings took place during the summer months that are typically associated with greater natatorium use. In addition, bookings were most often on Fridays, Saturdays, and Sundays. While limited bookings on weekday evenings took place, this accounted for less than 10 total bookings from October 2019-present.

With this information, it is recommended that private pool parties only be made available between Memorial Day and Labor Day holiday weekends and limited to weekends only. Changing the availability of times for private pool parties allows for more flexible scheduling of the natatorium during weekday evenings and weekends outside of the peak summer months.

DIVISION ORGANIZATION

Assessing Recreation Division operations and opportunities for potential revenue generation has helped staff identify operation deficiencies revolved around membership offerings and maintenance, facility maintenance, program offerings, and customer satisfaction. The City of Angleton is growing and our ability to address customer needs should reflect that change through staffing. Staff recommends the Recreation Division be separated into two divisions, Angleton Recreation Center Facility Operations and Recreation. The primary reason for establishing two divisions is to provide a clear delineation of Angleton Recreation Center operations and associated revenue and Recreation operations and associated revenue. Separation of duties will, also, aid in increasing operational capacity and elevating standards while, also, increasing the number of elevated positions to help professionalize, recruit, and retain knowledgeable staff.

Organizational changes will include the following:

- Elevating the hourly Facility Manager position to a salaried Facility Operations Superintendent
- Eliminating the Assistant Aquatic Coordinator position and associated city benefits
- Moving Aquatics, Custodial, and FT & PT Customer Satisfaction Recreation Assistants under direct supervision of the Facility Operations Superintendent
- Changing PT Permanent Recreation Assistant to FT Recreation Specialist for Senior Programs
- Marketing and events to be managed by the Recreation Superintendent
- Move Recreation Specialists & paid internship positions under direct supervision of the Recreation Superintendent

- Change PT Permanent Recreation Assistant to FT Recreation Specialist for Senior Programs
- Recreational Specialists – Seniors, Environmental & Outdoor, and Athletics & Registration based programs

Future recommended changes will revolve around adjusting part-time schedules based on Angleton Recreation Center user trends, levels of supervision needed, the volume of anticipated transactions, and seasonal changes that impact daily operations. Additionally, data collected will be used to guide the timeliness of hiring and relevant staff training to ensure staff are prepared to provide high-level service during major seasonal and business volume shifts.

At the April 18, 2022 ABLC meeting, the corporation voted to approve the reduction of natatorium hours on weekdays at a minimum of four hours to reflect use trends beginning in October 2022. ABLC also voted to approve changing the closing time of the facility to 6 pm on Saturdays to reduce weekend operating hours. Additionally, ABLC noted the restrooms, locker rooms, and lighting are their top priorities as it relates to facility renovation to be considered in FY2022-2023.

RECOMMENDATION:

Staff recommends City Council approve reducing natatorium hours of operations by a minimum of four hours on weekdays during non-peak seasons.

Staff recommends City Council approve revised facility hours of operations on Saturdays to 8am to 6pm.

SUGGESTED MOTION:

I move we approve reduce natatorium hours of operations by a minimum of four hours on weekdays during non-peak seasons.

I move we approve revised facility hours of operations on Saturdays to 8am to 6pm.

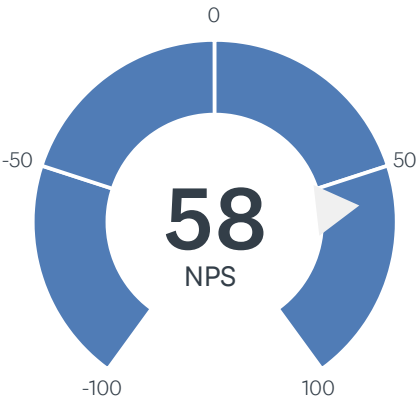
Facility	Year Established	Hours	Day Rates	Memberships	Other
Freeport Recreation Center	1950s	Monday – Friday 5:30AM – 9PM; Saturday 7AM – 1PM	Children 2- 12 years: \$1 Students with ID: \$3 Adults 18 years +: \$5 Seniors 60 years +: \$3 *Active-Duty Military	Family: Monthly \$40 Individual: Monthly \$30 Senior Individual: Monthly \$20 Senior Family: Monthly \$30 Active Military: Monthly \$20 Active Military Family: Monthly \$30 Youth: Monthly \$20 Residents receive \$10 off membership	Seasonal Pool
Lake Jackson Recreation Center	1998	Monday – Friday 5:45AM – 9PM; Saturday 8AM-6PM Pool Monday – Friday 5:45PM – 8:30PM; Saturday 8AM – 5:30PM	Children 3-17 years: \$4 Adults 18 years +: \$6 Seniors 60 years +: \$4	Family: Annual \$440; Monthly \$40; 3M \$120; 6M \$240 Individual: Annual \$330; Monthly \$30; 3M \$90; 6M \$180 Student (10-25): Annual \$275; Monthly \$25; 3M \$75; 6M \$150 Senior Couple (Both 60+): Annual \$330; Monthly \$30; 3M \$90; 6M \$180 Senior Individual: Annual \$275; Monthly \$25; 3M \$75; 6M \$150 Additional Dependent: Annual \$60; Monthly \$5; 3M \$15; 6M \$30 Offer Silver Sneakers, Silver & Fit, AARP Renew Fitness Offer corporate memberships Discounts during months of January and February	No discounts currently on purchases for member/non-member Only offer one party package; no private party options
Frank Stevens Center for Health & Wellness (UTMB) - Angleton	1999	Monday – Thursday 5AM – 8PM; Friday 5AM - 6PM; Saturday 8AM – 12PM	\$5 drop-in rate	Family: Annual \$375 Monthly \$35** draft Individual: Annual \$325; Monthly \$30** draft Family: Monthly \$50 Individual: Monthly \$40	Classes included with membership Direct Draft Payment Option
Angleton Recreation Center	2005	Monday - Friday 5AM - 9PM; Saturday 8AM - 9PM; Sunday 1PM - 6PM	Free - 2 and under \$2 Spectator \$4 3-17; Active Military; Senior 60+ \$5 18-59 \$18 Family Package - Two Adults and up to four children	Family: Annual \$425; Monthly \$44; 3M \$120; 6M \$225 Individual: Annual \$305; Monthly \$30; 3M \$90; 6M \$165 Youth (10-17): Annual \$240; Monthly \$25; 3M \$65; 6M \$125 Senior Couple (Both 60+): Annual \$335; Monthly \$35; 3M \$95; 6M \$180 Senior Individual: Annual \$240; Monthly \$25; 3M \$65; 6M \$125 Additional Dependent: Annual \$75; Monthly \$8; 3M \$20; 6M \$40 Active Military: Annual \$240; Monthly \$25; 3M \$65; 6M \$125 Active Military Family: Annual \$335; Monthly \$35; 3M \$95; 6M \$180	Classes included with membership

Evolution Fitness - Lake Jackson (former powerhouse)	2009	Accessible 24/7	Amenities: Group Classes, Women's Only, Child Care, Cycling, dry saunas, health assessments, hydromassage beds, recovery center, smoothie bar		
Clute Recreation Center	2013	Monday – Friday 5:30AM – 9PM; Saturday 7AM – 1PM	Children 13-17 years: \$3 Adults 18 years +: \$5 Seniors 60 years +: \$3 *Active Duty Military & Veterans	M Family: Annual \$288; Monthly \$30; 3M \$81; 6M \$153 NM Family: Annual \$336; Monthly \$35; 3M \$94; 6M \$178 M Individual: Annual \$192; Monthly \$20; 3M \$54; 6M \$102 NM Individual: Annual \$240; Monthly \$25; 3M \$67; 6M \$127 Senior Individual: Annual \$144; Monthly \$15; 3M \$40; 6M \$76 Senior Family: Annual \$192; Monthly \$20; 3M \$54; 6M \$402 Offer Silver Sneakers, Silver & Fit, AARP Renew Fitness	Seasonal Pool – Day Rates and Monthly Passes Hours T – S 1PM – 6:30PM; SN 1PM – 5:30PM 0 – 3yrs & seniors \$1; \$ 4 - 17yr \$2; 18+years \$3
Snap Fitness – Angleton	2013	Monday – Friday 4AM – 10PM; Saturday 7AM – 7PM Pool Monday – Friday 5:45PM – 8:30PM; Saturday 8AM – 5:30PM	Not advertised; Members must get permission to bring guest and pay fee before.	\$34.99 per month. Contact club to add additional family members.	
Grit Fitness – Lake Jackson	2016	Group Fitness and 24/7 Access to Gym	\$10/drop in. First 3 are free. OCR Training fee \$15/drop in	Month to Month \$120/month 6 Months \$100/month Add 1 Member - \$50/month Add full family \$100/month Punch Card \$80/10 visits	

Absolute Fitness - Angleton	2017	<p>24 Hour Gym Access Amenities: Childcare, Tanning Kids Hours M-F 8AM – 1PM / 4PM – 8PM; F 8AM – Member 1PM / 4PM – 7PM; S 9AM – 1PM 6M – 13 years</p> <p>Memberships have access to all four clubs; Sweeny, Brazoria, WC, Angleton</p> <p>Platinum Memberships have access to Gym, Tan, Childcare, Classes</p>	<p>\$10 day pass \$5 day pass with Active Member</p>	<p>Auto Draft Option Annual: \$24.99/month or \$299.88/year Platinum All Inclusive: \$39.99/month or \$479.88/year Additional Family Members – Add \$10 Open Ended Contract: \$34.99/Month Paid in Full Option 2 Years \$600 (Couple: \$840) 1 Year \$360 (Couple: \$480) 6 Months \$210 (Couple \$315) 3 Months \$120 (Couple \$180) 1 Month \$45 (Couple \$67.50) Silver Sneakers, Group Rate options; 1X Enrollment Fee \$24.99</p>	<p>No discounts currently on purchases for member/non-member</p> <p>Only offer one party package: no private party options</p>
Planet Fitness - Lake Jackson	2017	24/7 Open and Staffed	Can call to request a Day Pass	<p>PF Black Card Perks Offer different promotions. Currently \$22.99/month. Start up fee \$1. Annual fee \$39. Use of any PF Worldwide, Hydromassage, Bring a guest anytime, massage chairs, tanning, fitness training</p>	
F45 Fitness – Lake Jackson	2019	Group Fitness/Training. Book various times M- F 5AM – 6:15PM; S 7:30AM 8:45AM; SN 9AM	Walk in Visit \$20/credit 14 days for \$2		

Q1 How likely is it that you would recommend utilizing the Angleton Recreation Center to a friend or colleague?

Answered: 122 Skipped: 0



DETRACTORS (0-6)	PASSIVES (7-8)	PROMOTERS (9-10)	NET PROMOTER® SCORE
8% 10	25% 31	66% 81	58

Q2 What changes would the Angleton Recreation Center have to make for you to give it an even higher rating?

Answered: 122 Skipped: 0

#	RESPONSES	DATE
1	none	2/12/2022 6:42 PM
2	I live in West Columbia. It's only the drive for me. I would come more if I lived closer.	2/12/2022 8:00 AM
3	None. I rarely rate a 10	2/10/2022 10:45 PM
4	none	2/10/2022 8:44 PM
5	It would be wonderful if there was a kids club (childcare) for younger kids.	2/9/2022 9:31 AM
6	Honor the 12 month period I paid for. Thanks to COVID I was only able to utilize the center for 3 of the 12 months I paid for	2/9/2022 2:14 AM
7	More Aquatic programs.	2/8/2022 1:14 PM
8	Nothing	2/8/2022 12:44 PM
9	None	2/8/2022 9:46 AM
10	Open earlier on Sundays	2/7/2022 10:30 PM
11	I would love for the pool to have the slide working and all the things in the pool working. It wasn't working the entire last year and that was a disappointment.	2/7/2022 10:16 PM
12	Have more classes	2/7/2022 9:05 PM
13	Better temperature control in pool area during cooler months.	2/7/2022 7:55 PM
14	Stronger water aerobic exercises	2/7/2022 4:51 PM
15	have water slide repaired and open, also the times we have been there restrooms were dirty	2/7/2022 4:47 PM
16	Bring back towels and fix showers	2/7/2022 3:50 PM
17	none i enjoy it	2/7/2022 3:14 PM
18	fans	2/7/2022 2:01 PM
19	Larger exercise room with fans.	2/7/2022 1:33 PM
20	NA	2/7/2022 12:52 PM
21	Vacuum the pool (hasn't been done in several years!); clean the restrooms, showers, and lockers consistently. Years ago, when I first started going, the restrooms were always immaculate! It has been a long time since they were that clean.	2/7/2022 12:47 PM
22	I would like to see more variety in fitness classes.	2/7/2022 12:00 PM
23	none	2/7/2022 11:59 AM
24	x	2/7/2022 11:56 AM
25	None	2/7/2022 11:54 AM
26	Nothing	2/7/2022 11:29 AM
27	10	2/7/2022 11:03 AM
28	None	2/7/2022 10:34 AM
29	make the water activities teacher at the senior people in the pool a little nicer	2/7/2022 10:29 AM

Angleton Recreation Center - Facility & Member Feedback Survey

Item 13.

30	Organized game/sport competitions.	2/7/2022 10:08 AM
31	Fix pool slides.	2/7/2022 10:06 AM
32	Facility upgrades including lighting, ceiling tiles, flooring, wall treatment, gym pad replacement, paint, water amenity upgrades, locker room overhaul.	2/7/2022 9:53 AM
33	N/A	2/7/2022 9:44 AM
34	A senior center, a space allocated just for the seniors.	2/7/2022 9:40 AM
35	Stop charging more to people who live outside of the city limits for senior trips	2/7/2022 9:33 AM
36	Locker room showers need to be cleaned daily	2/7/2022 9:25 AM
37	A larger space for the exercise equipment. Even if there aren't many people there, it feels crowded. Keep the pool open until the rec center is closed.	2/7/2022 9:16 AM
38	It is good	2/7/2022 8:33 AM
39	Offer Zumba and yoga early in the morning, 7am at the latest, for people who work. Evening classes are difficult because of family obligations.	2/6/2022 5:57 PM
40	cleaner bathrooms. Specifically the showers. Many of us that are regulars laugh about how we would rather go take a shower at a truckstop in those can be nasty.	2/6/2022 5:27 PM
41	Offer Zumba and yoga early in the morning, 7am at the latest, for people who work. Evening classes are difficult because of family obligations.	2/6/2022 3:11 PM
42	I dont know.	2/4/2022 8:02 AM
43	better workout equipment	2/3/2022 1:46 PM
44	Love the new child care room. Do you have monitors in the weight room so moms can see their kids? Also: I know it's hard to get help, but the swim teacher we had last year was terrible. It would be nice to have les mils classes offered.	2/2/2022 5:55 PM
45	The staff is excellent, helpful, and friendly. At this time, maybe adding more classes. But overall, you do a great job.	2/2/2022 11:12 AM
46	Diversity of classes and more available one-on-one instruction.	2/2/2022 7:54 AM
47	More aqua fitness classes and more variety in the group fitness classes	2/1/2022 10:03 PM
48	If child daycare was available	2/1/2022 8:13 PM
49	I am recently attending the ARC. Employees are attentive and welcoming. Facility is clean. Leadership is responsive to requests. It would be nice if the heater in pool was left on because Monday morning the water is COLD!	2/1/2022 7:10 PM
50	N/A	2/1/2022 10:09 AM
51	Seldom give a ten	2/1/2022 8:11 AM
52	None, it is not for everyone.	2/1/2022 6:11 AM
53	None	1/31/2022 10:02 PM
54	Child area	1/31/2022 9:09 PM
55	?	1/31/2022 9:06 PM
56	Bigger free weights	1/31/2022 9:00 PM
57	I gave it a 10 ???	1/31/2022 8:17 PM
58	Accept UnitedHealthcare-AARP equivalent of Silver Sneakers. Many on Medicare use this insurance but you do not accept it for reimbursement through insurance	1/31/2022 6:48 PM
59	Child Care	1/31/2022 6:32 PM
60	A spectate heated therapeutic pool for adults to use for therapy	1/31/2022 6:26 PM
61	None	1/31/2022 5:04 PM

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62	More mid morning classes	1/31/2022 4:20 PM
63	none	1/31/2022 4:17 PM
64	I love ARC and would recommend it highly. Just as a personal interest, I would love to have an 8:30 am Zumba class offered.	1/31/2022 3:48 PM
65	Some of the kids need to be watched better. I have been there when there are fights and it's getting out of control.	1/31/2022 3:08 PM
66	At this time,I do not have an answer,the staff and employees are extremely competent,friendly and helpful	1/31/2022 2:49 PM
67	none	1/31/2022 2:07 PM
68	Na	1/31/2022 1:38 PM
69	More epilectable machines a little more room.wouks be nice	1/31/2022 1:36 PM
70	None	1/31/2022 1:32 PM
71	I haven't attended in awhile but when I was attending weekly the Dressing rooms needed to be kept cleaner. The pool area Life Guards needed to pay closer attention to ones in the pool.	1/31/2022 1:07 PM
72	The ladies' shower/dressing room has to be consistently cleaner. I mean clean!!! More than one person should be constantly cleaning. I was literally grossed out the last time I visited. I reported the problem to those in charge. All I got was excuses. I chose to not rejoin because I could tell cleanliness was not a priority. Someone should have gone immediately to check on the problem and solve the problem (go clean) no matter their job title or job responsibilities.	1/31/2022 12:59 PM
73	For the facility and pool to open earlier on Saturdays. Also to have a child watch.	1/31/2022 12:53 PM
74	Nothing really... everything is great!	1/31/2022 12:46 PM
75	Good afternoon, to answer your question, there's nothing I can think of to change the status in place at the rec center. A recreation center is a great place for individuals who want to train as well as families training together.	1/31/2022 12:46 PM
76	None	1/31/2022 12:42 PM
77	Yoga and fitness classes on the weekends	1/31/2022 12:41 PM
78	Updated bathroom facilities	1/31/2022 12:23 PM
79	I mostly use the facility for the exercise room, but I think it needs to be cleaned more frequently or given a deeper clean at least once a week, if it's not already being done. I do my best to wipe down everything when I'm done using it, and the wipes turn BLACK from every machine and bench. Sometimes my hands would turn black from using the equipment. I rarely saw anyone else wiping the equipment down after use. I know it's hard to regulate it and I promise I'm not trying to be a Karen about it, but I feel like if I'm wiping down a seat and the cloth turns black, something is wrong. Otherwise, y'all do have a good selection of machines and weights! I hardly have to wait for anything to free up while I'm there. Never too crowded.	1/31/2022 12:21 PM
80	More new and interesting senior trips and senior related programs.	1/31/2022 12:16 PM
81	None	1/31/2022 12:09 PM
82	24 hour access to gym and pool	1/31/2022 11:43 AM
83	child care	1/31/2022 11:37 AM
84	Fix the broken cable machine. The two currently functional cables force people to work back to back or take up a huge area when someone uses both for chest flys.	1/31/2022 11:33 AM
85	Re-implement early morning 5 am classes for those of us that work.	1/31/2022 11:32 AM
86	Install a sauna	1/31/2022 11:25 AM
87	I just didn't like that it seemed to be all older people. Im young. I felt like I didn't fit it.	1/31/2022 11:25 AM
88	None	1/31/2022 11:18 AM
89	nothing that I can think of	1/31/2022 11:18 AM

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90	Sona	1/31/2022 10:57 AM
91	Free gym	1/31/2022 10:52 AM
92	Maybe a snack bar	1/31/2022 10:49 AM
93	cheaper daily rate	1/31/2022 10:49 AM
94	Love everything the way it is ran	1/31/2022 10:49 AM
95	None - can't get higher than a 10	1/31/2022 10:46 AM
96	Expanding	1/31/2022 10:45 AM
97	Maybe early open hrs for the pool on weekends	1/31/2022 10:44 AM
98	More classes for exercise	1/31/2022 10:44 AM
99	My disabled grandson use to go everyday to help him with medical situations to swim. He got along with everyone; until one day one of the ladies in the early morning classes complained about him. The staff would not tell him what the complaint was. (Even in court or on the job if you are accused you do know what your accused of) There was one lady who was not friendly and we were told by the other ladies that she was rude to everyone. He quit going at that point. The water made it easier on his joints and he got exercise that was not painful. This is a man in his mid 30's that is always polite, opens doors etc. I am his caretaker and was with him for every swim and there was no rude comments made by him to anyone, that is not is nature. Because of his disability and my age we both used silver sneakers.	1/31/2022 10:42 AM
100	Lower membership rate for seniors	1/31/2022 10:39 AM
101	Addition of outdoor sport courts - tennis, pickleball	1/31/2022 10:24 AM
102	slide needs to be fixed & reopened	1/31/2022 10:21 AM
103	My only complaint is the way the women's shower and locker area smells. I believe it is cleaned and / or mopped daily, but it never smells clean. It smells like mildew and mold to me. I realize this is a gym and a lot of people are in and out every day but it just does not smell as clean as I believe it could smell.	1/31/2022 10:20 AM
104	Maybe hours of adult swim in the winter not be cut back.	1/31/2022 10:19 AM
105	Probably give me a wake up call the morning of my early classes.	1/31/2022 10:19 AM
106	Have a dedicated check-in area/computer with a screen that also faces out so that members can confirm that their scan was successful.	1/31/2022 10:15 AM
107	Closing time	1/31/2022 10:12 AM
108	Make sure machine are sanitized	1/31/2022 10:08 AM
109	Child care like LJ	1/31/2022 10:07 AM
110	Vacuum the bottom of the pool and hot tub. There is a lot of sediment in the hot tub.	1/31/2022 10:04 AM
111	I really enjoyed working out at the gym located at the Recreation Center, however it is a little small and has limited equipment.	1/31/2022 10:02 AM
112	More fitness classes and bigger weight room	1/31/2022 10:02 AM
113	Instructions on machine use	1/31/2022 10:01 AM
114	More morning adult swim time	1/31/2022 10:01 AM
115	none	1/31/2022 10:00 AM
116	You cannot go higher than a 10!	1/31/2022 10:00 AM
117	More bicycles. Almost always have to wait for one	1/31/2022 9:59 AM
118	add walking trail around outside perimeter.	1/31/2022 9:59 AM
119	None	1/31/2022 9:57 AM

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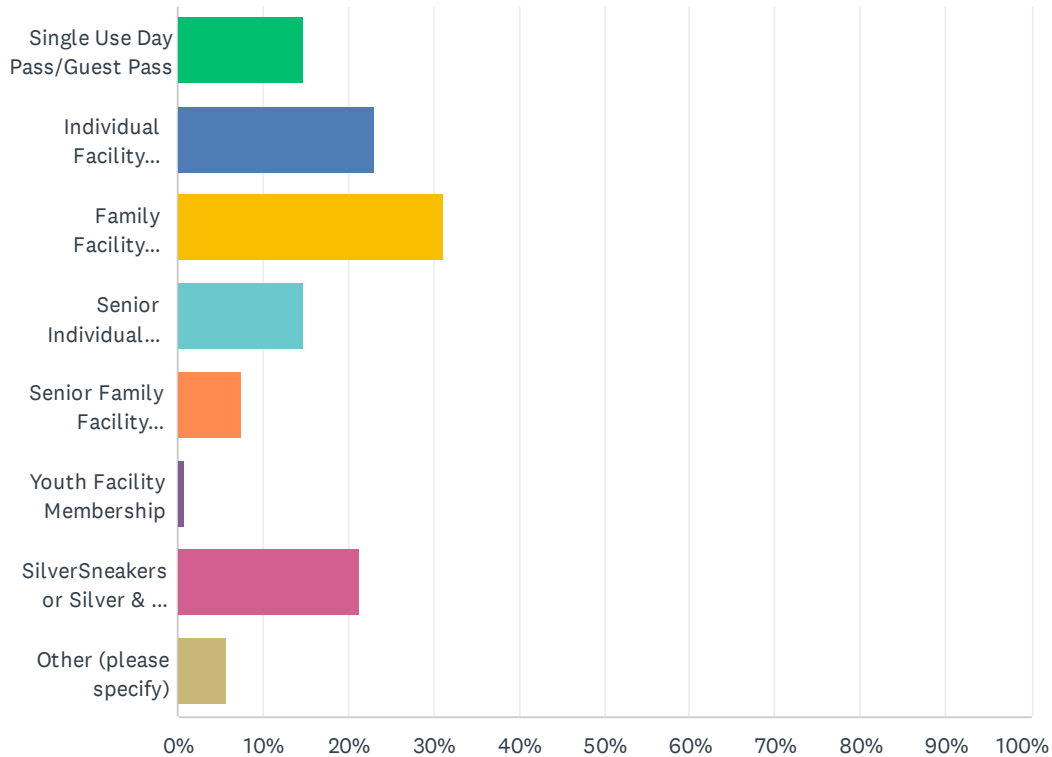
Angleton Recreation Center - Facility & Member Feedback Survey

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120	Update some equipment	1/31/2022 9:57 AM
121	Lower the prices on memmberships	1/31/2022 9:53 AM
122	More activities are scheduled for the youth on a regular basis.	1/31/2022 7:37 AM

Q3 Which of our facility memberships or day pass offerings do you use when visiting the Angleton Recreation Center?

Answered: 122 Skipped: 0



ANSWER CHOICES	RESPONSES	
Single Use Day Pass/Guest Pass	14.75%	18
Individual Facility Membership	22.95%	28
Family Facility Membership	31.15%	38
Senior Individual Facility Membership	14.75%	18
Senior Family Facility Membership	7.38%	9
Youth Facility Membership	0.82%	1
SilverSneakers or Silver & Fit Membership	21.31%	26
Other (please specify)	5.74%	7
Total Respondents: 122		

#	OTHER (PLEASE SPECIFY)	DATE
1	Individual +1	2/9/2022 2:14 AM
2	City Employee Family Membership	2/7/2022 9:53 AM
3	City employee	2/7/2022 9:44 AM

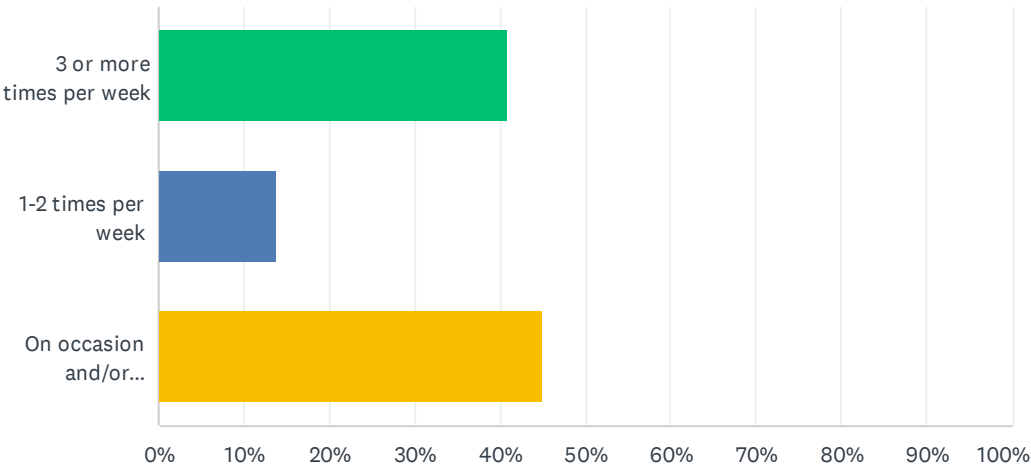
Angleton Recreation Center - Facility & Member Feedback Survey

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4	previously the sr. individual membership	2/2/2022 11:12 AM
5	Senior + 1	1/31/2022 6:26 PM
6	Plus One	1/31/2022 10:44 AM
7	Police family discount	1/31/2022 10:00 AM

Q4 How frequently do you visit the Angleton Recreation Center?

Answered: 122 Skipped: 0



ANSWER CHOICES	RESPONSES	
3 or more times per week	40.98%	50
1-2 times per week	13.93%	17
On occasion and/or seasonally	45.08%	55
TOTAL		122

Q5 What is your biggest personal barrier to visiting the Angleton Recreation Center more frequently?

Answered: 115 Skipped: 7

#	RESPONSES	DATE
1	personal health and health of family members	2/12/2022 6:42 PM
2	If it where closer to me	2/12/2022 8:00 AM
3	I just prefer working out three times per week.	2/10/2022 10:45 PM
4	our age and mobility	2/10/2022 8:44 PM
5	Childcare	2/9/2022 9:31 AM
6	The fact that the City wouldn't extend my membership to cover the 9 months my membership couldn't be used due to being closed and/or very limited access	2/9/2022 2:14 AM
7	Don't know	2/8/2022 1:14 PM
8	Time	2/8/2022 12:44 PM
9	Time	2/8/2022 9:46 AM
10	I don't live in Angleton— but I hope to!	2/7/2022 10:30 PM
11	Not super close to where we live	2/7/2022 10:16 PM
12	Cost and available services	2/7/2022 9:05 PM
13	Using pool is too uncomfortable during cooler months. I mostly utilize the water fitness.	2/7/2022 7:55 PM
14	None really	2/7/2022 4:51 PM
15	have the membership auto renew would be great	2/7/2022 4:47 PM
16	Needs to stay open later and on weekends open earlier	2/7/2022 3:50 PM
17	too busy	2/7/2022 3:14 PM
18	Close proximity to other people while exercising.	2/7/2022 1:33 PM
19	my own physical health	2/7/2022 12:47 PM
20	Lack of Time	2/7/2022 12:00 PM
21	getting up early enough for am classes....	2/7/2022 11:59 AM
22	lazy	2/7/2022 11:56 AM
23	Time availability	2/7/2022 11:54 AM
24	Injury	2/7/2022 11:29 AM
25	None	2/7/2022 11:03 AM
26	Time	2/7/2022 10:34 AM
27	Time	2/7/2022 10:29 AM
28	Time	2/7/2022 10:08 AM
29	No reason	2/7/2022 10:06 AM
30	Lack of time	2/7/2022 9:53 AM
31	I prefer to run outside	2/7/2022 9:44 AM

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32	Not enough hours in the week-	2/7/2022 9:40 AM
33	Loss of senior trips	2/7/2022 9:33 AM
34	Time	2/7/2022 9:25 AM
35	Time	2/7/2022 9:16 AM
36	Time	2/7/2022 8:33 AM
37	My work schedule and family obligations. I also drive from Danbury so it's not as convenient.	2/6/2022 5:57 PM
38	NA	2/6/2022 5:27 PM
39	My work schedule and family obligations. I also drive from Danbury so it's not as convenient.	2/6/2022 3:11 PM
40	Family member needs day sitter because of illness.	2/4/2022 8:02 AM
41	I belong to another gym and use it for les mils classes	2/2/2022 5:55 PM
42	Getting back to more classes (stopped going regularly because of covid) but went once or twice a week before	2/2/2022 11:12 AM
43	The existing pandemic.	2/2/2022 7:54 AM
44	Time	2/1/2022 10:03 PM
45	Child care	2/1/2022 8:13 PM
46	Time.	2/1/2022 7:10 PM
47	Drive to town	2/1/2022 8:11 AM
48	My personal health issues.	2/1/2022 6:11 AM
49	We live in Brazoria	1/31/2022 10:02 PM
50	Child area	1/31/2022 9:09 PM
51	Back pain, age	1/31/2022 9:06 PM
52	Time	1/31/2022 9:00 PM
53	No barrier	1/31/2022 8:17 PM
54	Winter operation hours of pool. I would like to go between 10 and 12 in the morning	1/31/2022 6:48 PM
55	none	1/31/2022 6:32 PM
56	What needs to be warmer	1/31/2022 6:26 PM
57	Other committments	1/31/2022 5:04 PM
58	Other commitments	1/31/2022 4:20 PM
59	I only utilize ARC during the day so I welcome more Silver Sneaker level fitness classes during the hours of 8am & 3pm.	1/31/2022 3:48 PM
60	The behavior of kids and staff	1/31/2022 3:08 PM
61	my job and this time of year the days are short	1/31/2022 2:49 PM
62	Getting up in time before I go to work	1/31/2022 2:07 PM
63	None	1/31/2022 1:36 PM
64	None	1/31/2022 1:32 PM
65	I'm a senior and really enjoy the aqua classes. The time schedule was great for many of us around midday. Like many of the seniors during the winter Months the driving home in the dark was a problem.	1/31/2022 1:07 PM
66	Cleanliness	1/31/2022 12:59 PM
67	I like the indoor pool but I prefer swimming outside when weather permits so I use a facility	1/31/2022 12:53 PM

Angleton Recreation Center - Facility & Member Feedback Survey

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with an outdoor pool on some days.

68	Lol... just making time	1/31/2022 12:46 PM
69	None	1/31/2022 12:46 PM
70	Another Zumba Class	1/31/2022 12:42 PM
71	Need more exercise classes	1/31/2022 12:41 PM
72	Distance from home	1/31/2022 12:23 PM
73	I'd love to be able to take more Zumba classes. Sadly, the schedule at the moment never matches up with my work and kids' extracurriculars. But that's not y'all's fault of course.	1/31/2022 12:21 PM
74	Right now, loss of spouse. Hope to get back in future.	1/31/2022 12:16 PM
75	Motivation	1/31/2022 12:09 PM
76	not 24 hours	1/31/2022 11:43 AM
77	child care	1/31/2022 11:37 AM
78	None. The least likely day question should not be required. Those who want to get a workout in will, regardless of the traffic.	1/31/2022 11:33 AM
79	Group classes have been pared down significantly. Would like to see 5 am classes put back at least 2-3 times per week. Plus a Saturday morning cardio type class (besides aqua). Please get a second yoga instructor as many yogis have stopped coming because Daniel is so repetitive and keeps doing the same routine over and over and over and over.	1/31/2022 11:32 AM
80	There are none	1/31/2022 11:25 AM
81	Distance	1/31/2022 11:25 AM
82	Hours of operation	1/31/2022 11:18 AM
83	I broke my thumb on my right hand. Waiting for ok from the Dr. to resume normal activity/	1/31/2022 11:18 AM
84	Transportation	1/31/2022 10:57 AM
85	Distance	1/31/2022 10:52 AM
86	Work	1/31/2022 10:49 AM
87	\$	1/31/2022 10:49 AM
88	Train my kids on the basketball court	1/31/2022 10:49 AM
89	Knee pain. In 2018 I was coming 5 times or more/week. Then covid hit and I quit coming. Late in 2021 we signed up again, but my knee pain was more than I can tolerate.	1/31/2022 10:46 AM
90	Need more things to do	1/31/2022 10:45 AM
91	As of now nothing, but a few months ago.. Broken Toe then Covid... so ready to start back	1/31/2022 10:44 AM
92	Schedule	1/31/2022 10:44 AM
93	We use to go 3 to 4 times a week faithfully until the above incident occurred.	1/31/2022 10:42 AM
94	Covid	1/31/2022 10:39 AM
95	None	1/31/2022 10:24 AM
96	slide is broke for a very long time	1/31/2022 10:21 AM
97	3x per week is about all I am able to work out.	1/31/2022 10:20 AM
98	None	1/31/2022 10:19 AM
99	My own schedule but would like a 8:30 yoga class on Mondays so I can do yoga Mon, Wed & Fri.	1/31/2022 10:19 AM
100	When I'm at home - I don't feel like driving all the way back into town.	1/31/2022 10:15 AM

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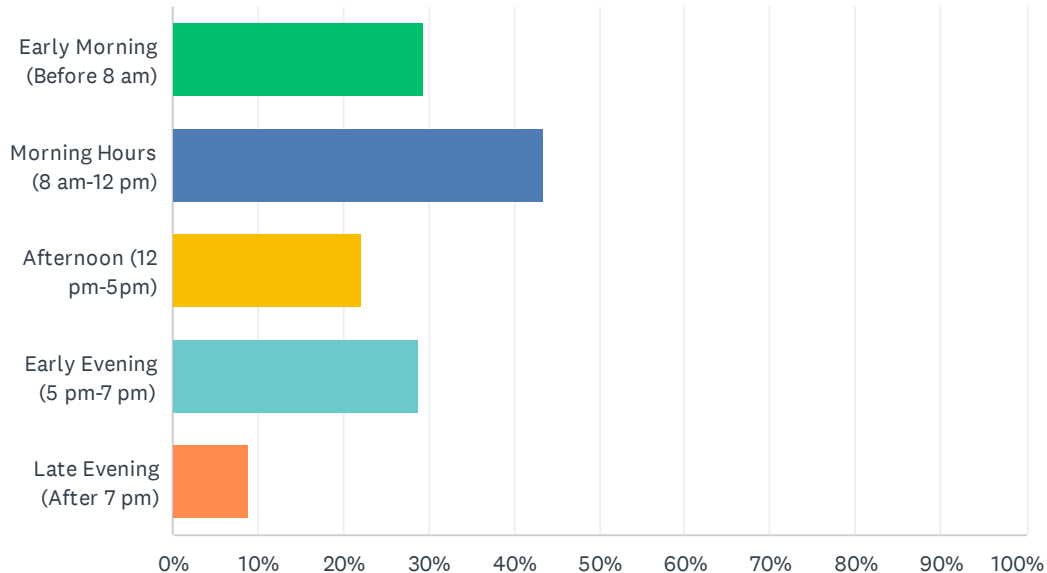
Angleton Recreation Center - Facility & Member Feedback Survey

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101	Swimming pool	1/31/2022 10:11 AM
102	Coronavirus	1/31/2022 10:08 AM
103	Motivation	1/31/2022 10:07 AM
104	Pool is closed between 10 and 2. I would come earlier than noon if it was available.	1/31/2022 10:04 AM
105	The only barrier is the small gym, I enjoy working out but it can be difficult at times because there are few machines and equipment available.	1/31/2022 10:02 AM
106	Distance from Rosharon and fitness schedule sometimes	1/31/2022 10:02 AM
107	Lack of instructions on weight room machines. Noone could explain if I could swim in mens swim trunks, sports bra and tshirt..	1/31/2022 10:01 AM
108	busy	1/31/2022 10:00 AM
109	1) work 2) cold weather (pool)	1/31/2022 10:00 AM
110	Schedule with work	1/31/2022 9:59 AM
111	covid concerns, but this is not the fault of the facility.	1/31/2022 9:59 AM
112	I simply live very far away and the drive is quite extensive.	1/31/2022 9:57 AM
113	None	1/31/2022 9:57 AM
114	Nothing I go everyday	1/31/2022 9:53 AM
115	Balancing my personal schedule.	1/31/2022 7:37 AM

Q6 What time(s) of day do you prefer to visit the Angleton Recreation Center? (Choose all that apply)

Answered: 122 Skipped: 0

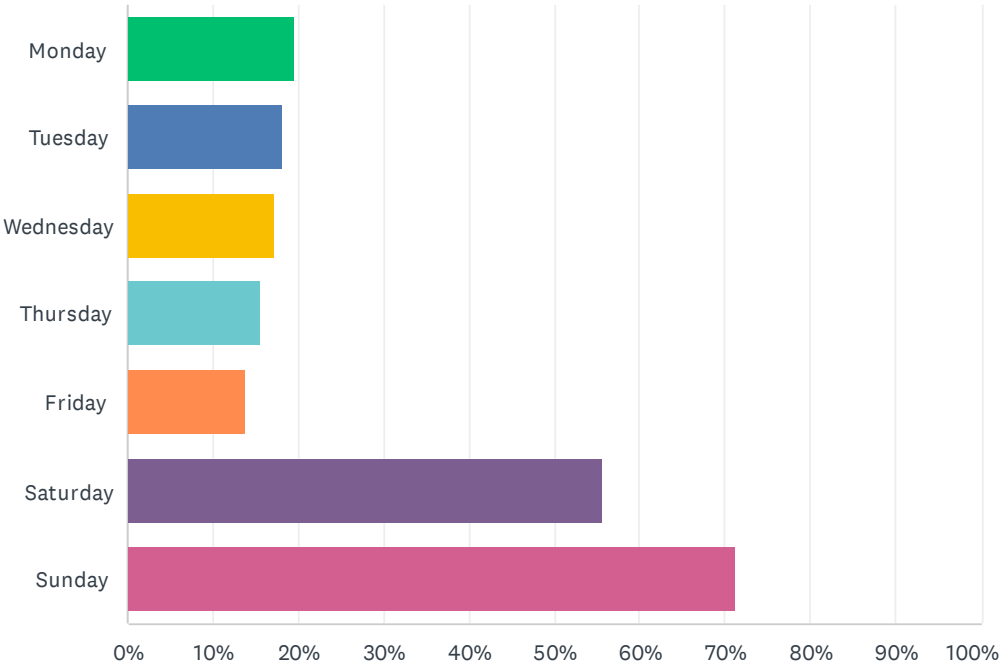


ANSWER CHOICES	RESPONSES	
Early Morning (Before 8 am)	29.51%	36
Morning Hours (8 am-12 pm)	43.44%	53
Afternoon (12 pm-5pm)	22.13%	27
Early Evening (5 pm-7 pm)	28.69%	35
Late Evening (After 7 pm)	9.02%	11
Total Respondents: 122		

#	ADDITIONAL FEEDBACK	DATE
1	This varies by weekday vs weekend days	2/6/2022 5:57 PM
2	This varies by weekday vs weekend days	2/6/2022 3:11 PM
3	Used to be a 9 am Saturday cardio type class that I attended	1/31/2022 11:32 AM
4	Due to working out of the area	1/31/2022 11:18 AM
5	On weekends morning hours	1/31/2022 10:44 AM
6	I do not understand why the pool is closed 10am to 12 pm daily. Many of us retired people would swim earlier than 12 noon if the pool were open. If pool is closed for maintenance at that time, why is maintenance still performed while people are in the pool (hot tub closed, work by men on ladders, etc.)..	1/31/2022 10:20 AM
7	I come on my lunch break. Would love to come early morning (5:00) if there were classes offered.	1/31/2022 10:15 AM
8	mornings on the days I am off	1/31/2022 10:00 AM

Q7 What days of the week are you least likely to visit the Angleton Recreation Center? (Choose all that apply)

Answered: 122 Skipped: 0

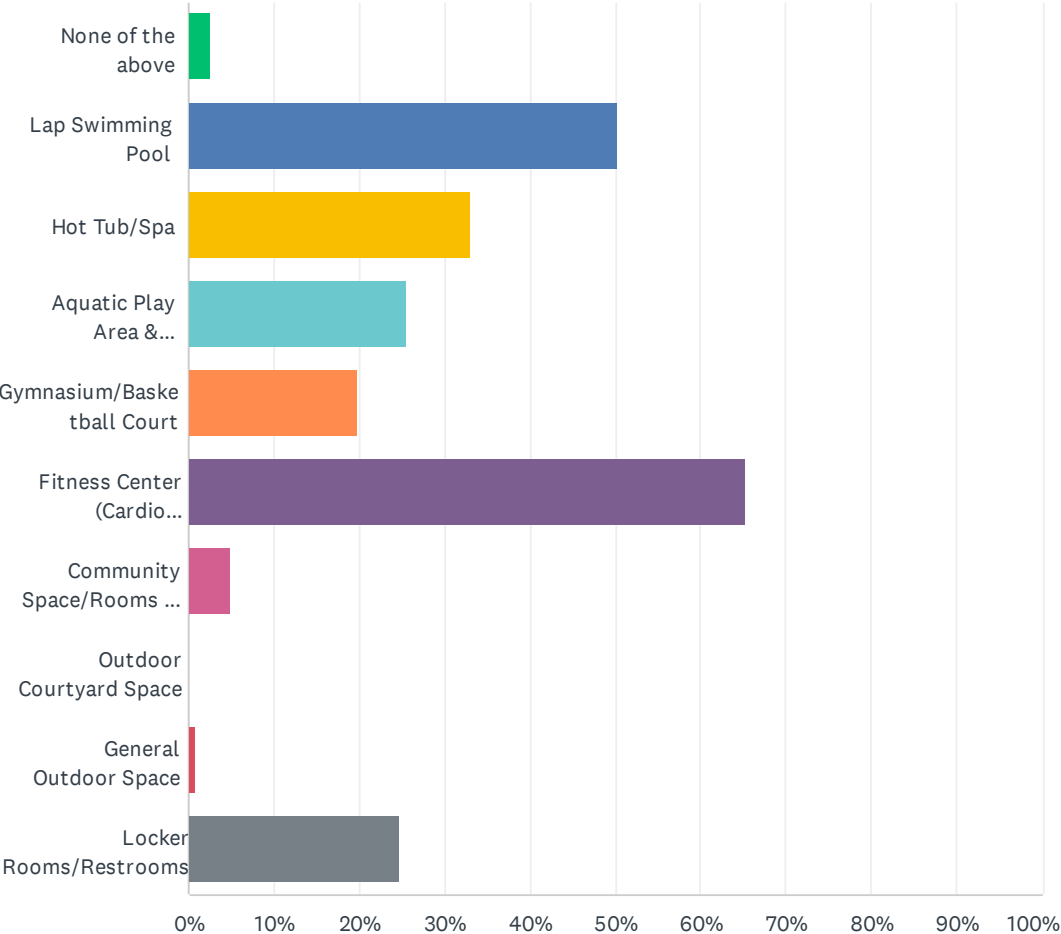


ANSWER CHOICES		RESPONSES	
Monday		19.67%	24
Tuesday		18.03%	22
Wednesday		17.21%	21
Thursday		15.57%	19
Friday		13.93%	17
Saturday		55.74%	68
Sunday		71.31%	87
Total Respondents: 122			

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q8 What facility features of the Angleton Recreation Center are most important to you when you visit the facility? (Choose up to 3 items)

Answered: 121 Skipped: 1

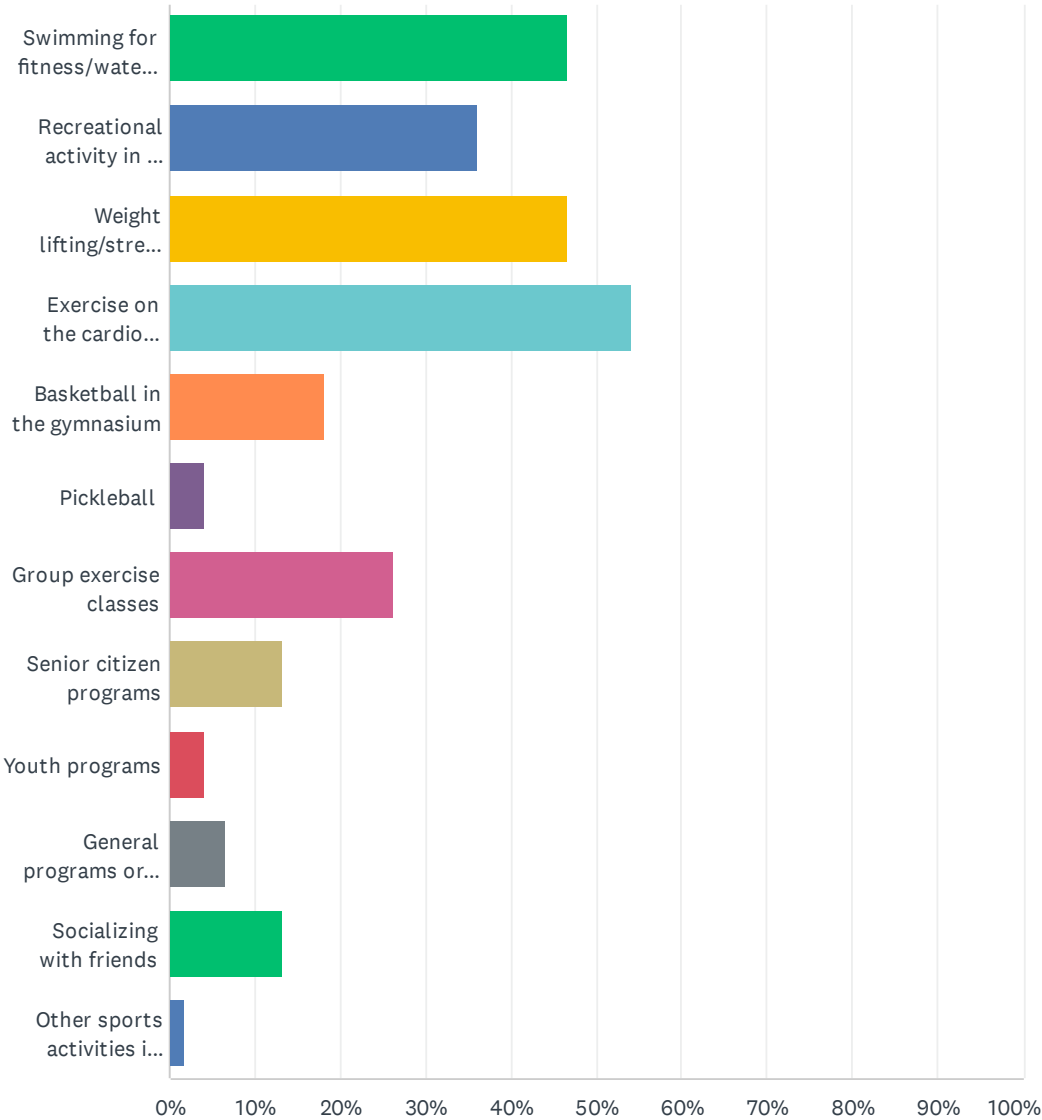


ANSWER CHOICES	RESPONSES
None of the above	2.48% 3
Lap Swimming Pool	50.41% 61
Hot Tub/Spa	33.06% 40
Aquatic Play Area & Waterslide	25.62% 31
Gymnasium/Basketball Court	19.83% 24
Fitness Center (Cardio Equipment/Weight Room)	65.29% 79
Community Space/Rooms for Rental	4.96% 6
Outdoor Courtyard Space	0.00% 0
General Outdoor Space	0.83% 1
Locker Rooms/Restrooms	24.79% 30
Total Respondents: 121	

#	PLEASE LIST OTHER FEATURES OR ADDITIONAL FEEDBACK	DATE
1	Group classes	2/9/2022 9:31 AM
2	senior trips or get togethers	2/7/2022 3:14 PM
3	NA	2/7/2022 12:52 PM
4	Water aerobics	2/7/2022 11:29 AM
5	You forgot to list the seniors room as an option.	2/7/2022 9:40 AM
6	Senior activities	2/7/2022 9:33 AM
7	exercise classes	2/2/2022 11:12 AM
8	The new clock in pool area is very difficult to see. Actually impossible. I looked at the clock to make sure I left on time for work.	2/1/2022 7:10 PM
9	Na	1/31/2022 9:09 PM
10	I attend 8:30am M/W yoga classes and 10:00am Tu Pound class. If offered, I would love to attend an 8:30 am Zumba class. I also utilize the cardio equipment/weight room 2-3 times per week. It would also be nice to have the opportunity to consult with a personal fitness trainer from time to time.	1/31/2022 3:48 PM
11	Zumba	1/31/2022 12:21 PM
12	none	1/31/2022 11:43 AM
13	Group workout rooms	1/31/2022 11:32 AM
14	I especially use this gym for the exercise I get in the Lazy River.	1/31/2022 10:20 AM
15	The lazy river whirl pool	1/31/2022 10:19 AM
16	Rooms for fitness classes	1/31/2022 10:19 AM
17	I would LOVE LOVE LOVE it if there was at least one racquetball court. I would come more often!!!	1/31/2022 10:15 AM

Q9 What activities do you or your family members usually participate in when visiting the Angleton Recreation Center? (check all that apply)

Answered: 122 Skipped: 0

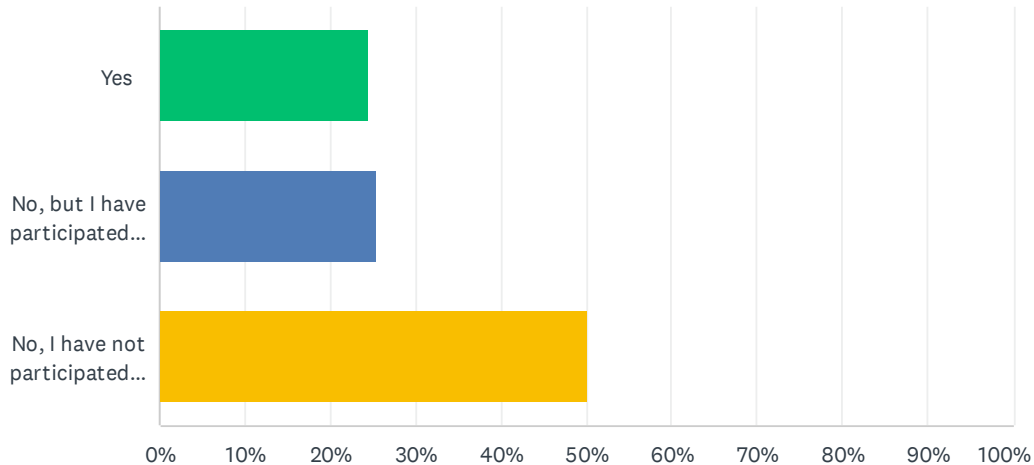


ANSWER CHOICES	RESPONSES	
Swimming for fitness/water exercise	46.72%	57
Recreational activity in the pool	36.07%	44
Weight lifting/strength training	46.72%	57
Exercise on the cardio machines	54.10%	66
Basketball in the gymnasium	18.03%	22
Pickleball	4.10%	5
Group exercise classes	26.23%	32
Senior citizen programs	13.11%	16
Youth programs	4.10%	5
General programs or enrichment classes	6.56%	8
Socializing with friends	13.11%	16
Other sports activities in the gymnasium	1.64%	2
Total Respondents: 122		

#	PLEASE LIST OTHER ACTIVITIES OR ADDITIONAL FEEDBACK	DATE
1	Free tree distribution. Fairs in the gym. Community sales in gym - resale, handcrafted, etc	2/7/2022 7:55 PM
2	NA	2/7/2022 12:52 PM
3	Love the swim lesson idea but the teacher was not good at her job. Sorry. We actually stopped coming.	2/2/2022 5:55 PM
4	I would like to add more swimming (just on a personal level). It's available but I need to take advantage of it.	2/2/2022 11:12 AM
5	Na	1/31/2022 9:09 PM
6	We have also registered for occasionally offered specialty classes.	1/31/2022 3:48 PM
7	I feel like sometimes there's a gap between kids' activities and adult activities. For instance, my 13 year old feels too old for the kid stuff, yet she isn't allowed to attend the adult classes like cookie decorating, painting classes, etc. More activities for teens would be great!	1/31/2022 12:21 PM
8	none	1/31/2022 11:43 AM
9	Would LOVE LOVE LOVE to play racquetball!	1/31/2022 10:15 AM
10	None	1/31/2022 10:00 AM

Q10 Do you participate in group exercise programs at the Angleton Recreation Center?

Answered: 122 Skipped: 0

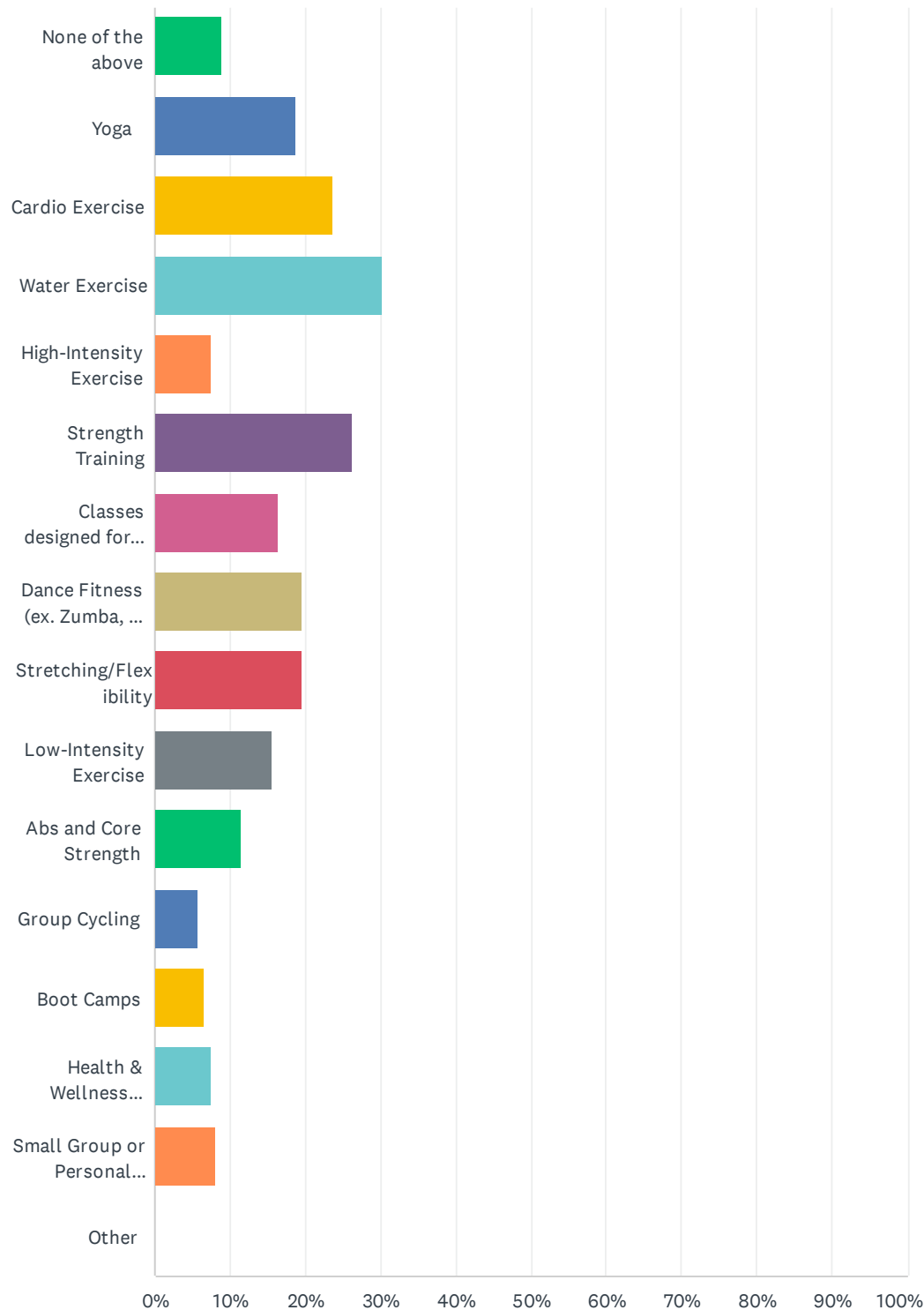


ANSWER CHOICES	RESPONSES	
Yes	24.59%	30
No, but I have participated in the past	25.41%	31
No, I have not participated in group exercise classes	50.00%	61
TOTAL		122

#	ADDITIONAL FEEDBACK	DATE
1	Not wrought classes or times available	2/7/2022 9:05 PM
2	I plan to again	2/7/2022 7:55 PM
3	I would but there are no classes that fit my schedule.	2/7/2022 1:33 PM
4	NA	2/7/2022 12:52 PM
5	Wanting to get back to the classes after Covid	2/2/2022 11:12 AM
6	Na	1/31/2022 9:09 PM
7	My husband would like to attend a daytime Tai Chi class at ARC..	1/31/2022 3:48 PM
8	I will participate	1/31/2022 1:36 PM
9	none	1/31/2022 11:43 AM
10	need more aqua zumba or zumba classes in evening after work	1/31/2022 10:21 AM
11	Yoga and TRX are my favorites	1/31/2022 10:19 AM
12	If they were offered either super early (5:00) or during my lunch, I would participate!	1/31/2022 10:15 AM
13	Aqua aerobics	1/31/2022 10:00 AM

Q11 What types of exercise classes/programs would appeal to you most?
(Choose up to three items)

Answered: 122 Skipped: 0



ANSWER CHOICES	RESPONSES	
None of the above	9.02%	11
Yoga	18.85%	23
Cardio Exercise	23.77%	29
Water Exercise	30.33%	37
High-Intensity Exercise	7.38%	9
Strength Training	26.23%	32
Classes designed for seniors	16.39%	20
Dance Fitness (ex. Zumba, Hip Hop)	19.67%	24
Stretching/Flexibility	19.67%	24
Low-Intensity Exercise	15.57%	19
Abs and Core Strength	11.48%	14
Group Cycling	5.74%	7
Boot Camps	6.56%	8
Health & Wellness Education	7.38%	9
Small Group or Personal Training (fee-based)	8.20%	10
Other	0.00%	0
Total Respondents: 122		

#	OTHER OR ADDITIONAL FEEDBACK	DATE
1	NA	2/7/2022 12:52 PM
2	I wish that they have early classes	2/7/2022 8:33 AM
3	n/a	2/4/2022 8:02 AM
4	Education on hobbies. Short discussion on hobbies.	2/1/2022 6:11 AM
5	Would also like a daytime Tai Chi class, small group/personal training, stretching/flexibility, strength training & abs and core strength.	1/31/2022 3:48 PM
6	I am not interested in any classes at this time	1/31/2022 12:53 PM
7	n/a	1/31/2022 12:21 PM
8	none	1/31/2022 11:43 AM
9	none other	1/31/2022 10:44 AM
10	None	1/31/2022 10:24 AM
11	need evening availability for after work	1/31/2022 10:21 AM
12	High intensity water exercises	1/31/2022 10:20 AM
13	What about an annual swimming stroke classes (freestyle, backstroke, breaststroke & possibly the fly). I imagine short, introductory stroke classes as a way of encouraging all ages to joint friendly, aerobic exercising.	1/31/2022 10:19 AM
14	None	1/31/2022 10:08 AM

Q12 What do you like most about the Angleton Recreation Center?

Answered: 117 Skipped: 5

#	RESPONSES	DATE
1	Clean, convenient, friendly personel	2/12/2022 6:42 PM
2	friendly	2/12/2022 8:00 AM
3	Employees are friendly and polite. Opportunity to visit with friends that also are working out.	2/10/2022 10:45 PM
4	the pool	2/10/2022 8:44 PM
5	Friendly staff	2/9/2022 9:31 AM
6	It's close by	2/9/2022 2:14 AM
7	Many programs offered.	2/8/2022 1:14 PM
8	Every one very nice	2/8/2022 12:44 PM
9	Convenience	2/8/2022 9:46 AM
10	The staff, the weight room, the hours of operation	2/7/2022 10:30 PM
11	The indoor pool	2/7/2022 10:16 PM
12	Location	2/7/2022 9:05 PM
13	Water Fitness classes and the people I meet and friends I make.	2/7/2022 7:55 PM
14	kid friendly while adults can swim as well	2/7/2022 4:47 PM
15	Most of the time clean	2/7/2022 3:50 PM
16	it is clean staff friendly	2/7/2022 3:14 PM
17	I like the classes and the instructors.	2/7/2022 2:01 PM
18	It is close to my house.	2/7/2022 1:33 PM
19	NA	2/7/2022 12:52 PM
20	Swimming pool	2/7/2022 12:47 PM
21	Relaxing atmosphere	2/7/2022 12:00 PM
22	many options for group exercises	2/7/2022 11:59 AM
23	ok	2/7/2022 11:56 AM
24	It's available to people at a low cost	2/7/2022 11:54 AM
25	Its,staff are great.	2/7/2022 11:29 AM
26	People	2/7/2022 10:34 AM
27	The Angleton Rec center team	2/7/2022 10:29 AM
28	Pool area	2/7/2022 10:08 AM
29	Pool	2/7/2022 10:06 AM
30	Weight Room	2/7/2022 9:53 AM
31	The people	2/7/2022 9:44 AM
32	Fantastic place to be. Positive and uplifting for physical and mental health-	2/7/2022 9:40 AM
33	Senior activities	2/7/2022 9:33 AM

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34	The staff always friendly and professional	2/7/2022 9:25 AM
35	The exercise room has good machines and a lot of them. I never have to wait for a cardio machine.	2/7/2022 9:16 AM
36	Is clean	2/7/2022 8:33 AM
37	Low cost and rarely crowded!	2/6/2022 5:57 PM
38	The relationships I've built with fellow gym goers	2/6/2022 5:27 PM
39	Low cost and rarely crowded!	2/6/2022 3:11 PM
40	Can come and go as needed.	2/4/2022 8:02 AM
41	location	2/3/2022 1:46 PM
42	You have recently hired very good coaches. Melissa and Emily are extremely good- and I've been doing group classes for over a decade.	2/2/2022 5:55 PM
43	Staff, programs, observed great opportunities for all ages.	2/2/2022 11:12 AM
44	Silver Sneakers classes	2/2/2022 7:54 AM
45	One stop shop	2/1/2022 10:03 PM
46	Gym	2/1/2022 8:13 PM
47	Early hours. Reasonable fees.	2/1/2022 7:10 PM
48	Good clean equipment and friendly service	2/1/2022 8:11 AM
49	Community	2/1/2022 6:11 AM
50	My son has extra practice time for basketball	1/31/2022 10:02 PM
51	Cleanness	1/31/2022 9:09 PM
52	Nearby	1/31/2022 9:06 PM
53	That's it has a nice pool and the staff is very friendly	1/31/2022 9:00 PM
54	Atmosphere	1/31/2022 8:17 PM
55	Friendly staff. Nice facilities	1/31/2022 6:48 PM
56	Water Class	1/31/2022 6:32 PM
57	Hours	1/31/2022 6:26 PM
58	Proximity and equipment	1/31/2022 5:04 PM
59	Location and class instructors	1/31/2022 4:20 PM
60	swimming pool and the weight room	1/31/2022 4:17 PM
61	Since retiring, ARC has become a central part of our campaign to stay well and fit. I love it's availability, central location, helpful & friendly staff, affordability, class offerings, good instructors, and convenient parking, all offered in an environment that feels safe and welcoming. Many thanks ARC!	1/31/2022 3:48 PM
62	The weight room	1/31/2022 3:08 PM
63	It is a very nice facility and even though I do not take part in a lot of the activities, I am glad that they are offered. The rec ctr is always clean, well staffed and a safe place to work out.	1/31/2022 2:49 PM
64	It is covenant living in Angleton	1/31/2022 2:07 PM
65	The exercise classes	1/31/2022 1:38 PM
66	Guy	1/31/2022 1:36 PM
67	Convenience	1/31/2022 1:32 PM

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68	Staff has been friendly, once you start seeing the same staff 3 to 4 times a week they make you feel comfortable. Frequent visits to the Center you meet wonderful people and the socializing becomes a great part of my life.	1/31/2022 1:07 PM
69	Pool	1/31/2022 12:59 PM
70	Using the pool to swim laps	1/31/2022 12:53 PM
71	Friendly staff... never really crowded when I go😊	1/31/2022 12:46 PM
72	I Enjoy seeing the senior citizens work out it motivates me to train.	1/31/2022 12:46 PM
73	Cleanness, frienly front desk folks	1/31/2022 12:42 PM
74	I really enjoy the exercise classes	1/31/2022 12:41 PM
75	The aquatic pool	1/31/2022 12:23 PM
76	Good price for a family!	1/31/2022 12:21 PM
77	It's convenient and well maintained.	1/31/2022 12:16 PM
78	Weight room	1/31/2022 12:09 PM
79	friendly staff	1/31/2022 11:43 AM
80	spa kids pool	1/31/2022 11:37 AM
81	It's cheap.	1/31/2022 11:33 AM
82	Cost, location, that they hire our youth	1/31/2022 11:32 AM
83	Operating hours	1/31/2022 11:25 AM
84	Nothing	1/31/2022 11:25 AM
85	Location	1/31/2022 11:18 AM
86	location & hours	1/31/2022 11:18 AM
87	Easy access	1/31/2022 10:57 AM
88	Water	1/31/2022 10:52 AM
89	The pool.	1/31/2022 10:49 AM
90	the hours	1/31/2022 10:49 AM
91	Close to home family friendly.	1/31/2022 10:49 AM
92	Employees are friendly and helpful. Facility is always clean.	1/31/2022 10:46 AM
93	Convenient	1/31/2022 10:45 AM
94	Respectful Employees, Clean Equipment	1/31/2022 10:44 AM
95	I like the ability to exercise in a warm setting. The people are kind and ready to help.	1/31/2022 10:44 AM
96	I liked the staff and the cleanness of the facility	1/31/2022 10:42 AM
97	Updated Equipment and Close Proximity to my Home	1/31/2022 10:39 AM
98	Location, easy accessibility	1/31/2022 10:24 AM
99	family friendly	1/31/2022 10:21 AM
100	The pool area.	1/31/2022 10:20 AM
101	The lazy river	1/31/2022 10:19 AM
102	The variety of classes and the friendship with other attendees and the instructors. They also seem receptive to the comment cards when people have some issues with the Rec Ctr.	1/31/2022 10:19 AM
103	It's convenient when I'm at work. I could (and have) walk over.	1/31/2022 10:15 AM
104	Friendly staff	1/31/2022 10:12 AM

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105	Location	1/31/2022 10:08 AM
106	The instructors are great	1/31/2022 10:07 AM
107	Accessibility and the employees are the best.	1/31/2022 10:04 AM
108	The faculty is so nice! The facility is also really clean and pleasant.	1/31/2022 10:02 AM
109	fitness classes	1/31/2022 10:02 AM
110	It's close	1/31/2022 10:01 AM
111	convenient to have everything in one place	1/31/2022 10:00 AM
112	1) clean facility 2) friendly and helpful employees	1/31/2022 10:00 AM
113	Location	1/31/2022 9:59 AM
114	early morning availability. well maintained. clean.	1/31/2022 9:59 AM
115	Good equipment - not crowded — plenty of open hours - friendly staff !!	1/31/2022 9:57 AM
116	Everything	1/31/2022 9:53 AM
117	Location. Community driven. Generally affordable cost.	1/31/2022 7:37 AM

Q13 What would you like to see improved at the Angleton Recreation Center?

Answered: 106 Skipped: 16

#	RESPONSES	DATE
1	nothing	2/12/2022 8:00 AM
2	?	2/10/2022 10:45 PM
3	nothing	2/10/2022 8:44 PM
4	More variety in group classes	2/9/2022 9:31 AM
5	There's no reason for the people of Angleton whose taxes pay for the center to have to pay the same price as out of t owners who don't pay for the center with their taxes.	2/9/2022 2:14 AM
6	More Senior fitness programs.	2/8/2022 1:14 PM
7	Day time Zumba classes.	2/8/2022 12:44 PM
8	More of it! Open earlier on Sundays	2/7/2022 10:30 PM
9	Have the slide working in the pool and keep it open even though there is lightning outside. It shouldn't matter because it is inside.	2/7/2022 10:16 PM
10	Cleaner locker room. Always smell wet and moldy	2/7/2022 9:05 PM
11	Pool area and locker room warmer, particularly in cooler months	2/7/2022 7:55 PM
12	kids area and water slide	2/7/2022 4:47 PM
13	Give more work to the elderly. To many young kids and they don't pay attention to the front. They sit and talk a lot	2/7/2022 3:50 PM
14	I would like to have fans in the recreation room and in the gym. Also , some disinfective spray in both rooms	2/7/2022 2:01 PM
15	Can't think of anything at present.	2/7/2022 1:33 PM
16	NA	2/7/2022 12:52 PM
17	Cleaning	2/7/2022 12:47 PM
18	Fitbess classes offered on Saturdats	2/7/2022 12:00 PM
19	more later am classes	2/7/2022 11:59 AM
20	ok	2/7/2022 11:56 AM
21	Nothing	2/7/2022 11:54 AM
22	Nothing	2/7/2022 10:34 AM
23	Swimming pool and gym	2/7/2022 10:29 AM
24	No comment	2/7/2022 10:06 AM
25	Open use for an aerobics room, more classes like cycling, expanded weight room, and locker room facilities.	2/7/2022 9:53 AM
26	N/A	2/7/2022 9:44 AM
27	A room allocated just for the seniors-	2/7/2022 9:40 AM
28	Charging more for out of town member trips	2/7/2022 9:33 AM
29	Extended pool hours, larger space for cardio equipment.	2/7/2022 9:16 AM

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30	Cycling classes	2/7/2022 8:33 AM
31	Better TV setups in the cardio area of the weight room.	2/6/2022 5:57 PM
32	-The bathrooms (cleanliness) -maintenance on cardio and weightlifting equipment -additional weightlifting equipment ---Another squat rack ---A dead lift station	2/6/2022 5:27 PM
33	Better TV setups in the cardio area of the weight room.	2/6/2022 3:11 PM
34	n/a	2/4/2022 8:02 AM
35	workout equipment	2/3/2022 1:46 PM
36	Swim coach was totally ineffective. Our beginning swim coach was more frightened than engaging. I taught over 30 years. This girl was not a teacher- just a warm body in the water. It was painful to watch and again, we stopped coming.	2/2/2022 5:55 PM
37	Can't think of anything	2/2/2022 11:12 AM
38	You cannot do anything about pandemic, so when it passes I will be back.	2/2/2022 7:54 AM
39	Aqua fitness/ group exercise offerings	2/1/2022 10:03 PM
40	Restrooms/showers	2/1/2022 8:13 PM
41	Increased number of lap lanes. In AM, there are several folks trying to use lap lanes at same time. New clock in pool area. Heater for water in cooler times to be kept on.	2/1/2022 7:10 PM
42	Invite people to present interesting hobbies.	2/1/2022 6:11 AM
43	Nothing	1/31/2022 10:02 PM
44	Bigger gym area	1/31/2022 9:09 PM
45	?	1/31/2022 9:06 PM
46	Veterans discount	1/31/2022 9:00 PM
47	Updated pool features	1/31/2022 6:48 PM
48	A Place for Child Care	1/31/2022 6:32 PM
49	A separate heated therapeutic therapy pool	1/31/2022 6:26 PM
50	None	1/31/2022 5:04 PM
51	Better cleaning of gym floor and in exercise rooms	1/31/2022 4:20 PM
52	I would appreciate more specialty classes such as brain health, nutrition, community & personal safety, & keeping up with technology.	1/31/2022 3:48 PM
53	Staff to be more interested in what they are doing	1/31/2022 3:08 PM
54	I do not have a comment on that item	1/31/2022 2:49 PM
55	nothing	1/31/2022 2:07 PM
56	Gym	1/31/2022 1:36 PM
57	Nothing	1/31/2022 1:32 PM
58	Due to covid I haven't been attending therefore, I can't justify this question because improvements may have already been made.	1/31/2022 1:07 PM
59	Cleanliness	1/31/2022 12:59 PM
60	Opening the facility and the pool earlier on Saturdays.	1/31/2022 12:53 PM
61	Nada	1/31/2022 12:46 PM
62	Nothing	1/31/2022 12:46 PM
63	Morning Zumba classes	1/31/2022 12:42 PM

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64	I love the classes that Susie teaches. She is very professional and encouraging	1/31/2022 12:41 PM
65	Bathroom facilities	1/31/2022 12:23 PM
66	Just what I mentioned above about the Weight Room.	1/31/2022 12:21 PM
67	More interesting trips for active seniors.	1/31/2022 12:16 PM
68	Nothing	1/31/2022 12:09 PM
69	monitoring of the clothes worn in the pool. people wear socks and street clothes.	1/31/2022 11:43 AM
70	not sure	1/31/2022 11:37 AM
71	Additional strength training equipment would be nice, but I also understand it's a government entity, so spending money on the community is not y'all's forte.	1/31/2022 11:33 AM
72	Youth at front desk need to be trained better and informed about what goes on there. Tell them to stay off their phones. Part of training should be to attend a group class or senior function to see what really goes on.	1/31/2022 11:32 AM
73	Sauna installation	1/31/2022 11:25 AM
74	Age and better classes	1/31/2022 11:25 AM
75	Would like to see a workout recovery area with machines to rub out soreness	1/31/2022 11:18 AM
76	nothing at this time	1/31/2022 11:18 AM
77	Add sauna	1/31/2022 10:57 AM
78	Temp	1/31/2022 10:52 AM
79	Sometimes the staff doesn't inform that the pool is closed so they let you find out on your own	1/31/2022 10:49 AM
80	cheaper daily rates	1/31/2022 10:49 AM
81	I think everything is perfect	1/31/2022 10:49 AM
82	Nothing	1/31/2022 10:46 AM
83	Upgrade	1/31/2022 10:45 AM
84	Shower Stalls	1/31/2022 10:44 AM
85	Newer machines	1/31/2022 10:44 AM
86	Complaint handling	1/31/2022 10:42 AM
87	None	1/31/2022 10:39 AM
88	N/A	1/31/2022 10:24 AM
89	slide fixed & more evening exercise classes for after work hours	1/31/2022 10:21 AM
90	Cleaner smelling shower area.	1/31/2022 10:20 AM
91	Clocks you can easily read in the swim area	1/31/2022 10:19 AM
92	Readily available digital scale! Probably in the weight room but visible to the front desk so the kids don't destroy them.	1/31/2022 10:19 AM
93	Racquetball courts!!! Classes offered during the lunch hour.	1/31/2022 10:15 AM
94	Closing time	1/31/2022 10:12 AM
95	Classes	1/31/2022 10:08 AM
96	More classes and child care	1/31/2022 10:07 AM
97	Cleaner pool and hot tub.	1/31/2022 10:04 AM
98	I would love to see an expansion or additions to the gym.	1/31/2022 10:02 AM
99	weight room	1/31/2022 10:02 AM

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100	The weight cardio machines with instructions	1/31/2022 10:01 AM
101	not sure	1/31/2022 10:00 AM
102	it works for me	1/31/2022 10:00 AM
103	Dressing room cleanliness. It's pretty gross first thing in the morning	1/31/2022 9:59 AM
104	Just fixing/ replacing older equipment in weight room	1/31/2022 9:57 AM
105	The outside	1/31/2022 9:53 AM
106	Overall facility conditions.	1/31/2022 7:37 AM

Q14 Is there anything else that you would like to share?

Answered: 90 Skipped: 32

#	RESPONSES	DATE
1	no	2/12/2022 8:00 AM
2	No.	2/10/2022 10:45 PM
3	no	2/10/2022 8:44 PM
4	No	2/9/2022 9:31 AM
5	No	2/9/2022 2:14 AM
6	no	2/8/2022 1:14 PM
7	No	2/8/2022 12:44 PM
8	No	2/7/2022 10:30 PM
9	no	2/7/2022 10:16 PM
10	No	2/7/2022 7:55 PM
11	I feel if the memberships would auto-renew you would make more off memberships and would be a lot more convenient for families like mine.	2/7/2022 4:47 PM
12	Clean showers in the morning	2/7/2022 3:50 PM
13	no	2/7/2022 2:01 PM
14	Not at this time.	2/7/2022 1:33 PM
15	NA	2/7/2022 12:52 PM
16	No	2/7/2022 12:00 PM
17	I love coming there, just too lazy to get up early enough to make the am classes. No one's fault but my own!	2/7/2022 11:59 AM
18	ok	2/7/2022 11:56 AM
19	N/A	2/7/2022 11:54 AM
20	No	2/7/2022 10:34 AM
21	No	2/7/2022 10:29 AM
22	No	2/7/2022 10:06 AM
23	Seniors spend their entire life giving to the community they live in. They pay taxes, vote for improvements and basically give of themselves so the next generation has a safe, enjoyable place to raise their kids. The least this community could do is give the seniors the same in return. A safe and enjoyable place to call their own.	2/7/2022 9:40 AM
24	No	2/7/2022 9:33 AM
25	I recommend this place because the people is nice	2/7/2022 8:33 AM
26	I love the Angleton Rec Center! I'd be very happy about a 7am weekday Zumba class. Or a Zumba class on Saturdays!	2/6/2022 5:57 PM
27	bathroom cleanliness and smell	2/6/2022 5:27 PM
28	I love the Angleton Rec Center! I'd be very happy about a 7am weekday Zumba class. Or a Zumba class on Saturdays!	2/6/2022 3:11 PM

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29	no	2/4/2022 8:02 AM
30	The people are great. The morning front desk crew is very welcoming	2/2/2022 5:55 PM
31	I really appreciate our tax dollars at work in our Rec Center. You improve the quality of life for so many people at every age level. You meet the needs of so many and it feels like family when I go. What an amazing way to communicate with our community. Thanks!	2/2/2022 11:12 AM
32	Lauren has been an excellent instructor, and I look forward to training with her again.	2/2/2022 7:54 AM
33	No	2/1/2022 10:03 PM
34	No	2/1/2022 8:13 PM
35	No	2/1/2022 6:11 AM
36	Not right now	1/31/2022 10:02 PM
37	Nope	1/31/2022 9:06 PM
38	I appreciate the staff and maintenance of the facilities	1/31/2022 6:48 PM
39	I think this facility is great only my family included children and I would like to see child care implemented	1/31/2022 6:32 PM
40	No	1/31/2022 6:26 PM
41	No	1/31/2022 5:04 PM
42	No	1/31/2022 4:20 PM
43	We love ARC and are so happy to have it as an important resource to help us stay healthy and happy. I also appreciate your willingness to solicit feedback from users. Thanks for all you do!	1/31/2022 3:48 PM
44	No	1/31/2022 3:08 PM
45	Thank you to the city of Angleton for providing a very well maintained and classy place for the community to enjoy	1/31/2022 2:49 PM
46	No	1/31/2022 2:07 PM
47	No	1/31/2022 1:36 PM
48	no	1/31/2022 1:32 PM
49	Not at this time!	1/31/2022 1:07 PM
50	IDK. Cleanliness is soooo important, everyone that works there should be vigilant about keeping the facility clean. The custodians should be retrained and the facility should be willing to pay for excellent service and cleanliness.	1/31/2022 12:59 PM
51	We are blessed to have the Angleton Rec Center. I am thankful for the facility and the great people that work there.	1/31/2022 12:53 PM
52	No	1/31/2022 12:46 PM
53	Keep up the great work...	1/31/2022 12:46 PM
54	Not likely	1/31/2022 12:42 PM
55	I like the yoga classes Susie and Daniel. I really enjoy the Zumba classes too	1/31/2022 12:41 PM
56	no	1/31/2022 12:23 PM
57	No	1/31/2022 12:09 PM
58	none	1/31/2022 11:43 AM
59	no	1/31/2022 11:37 AM
60	Please hire new Yoga instructor!	1/31/2022 11:32 AM
61	No	1/31/2022 11:25 AM
62	No	1/31/2022 11:25 AM

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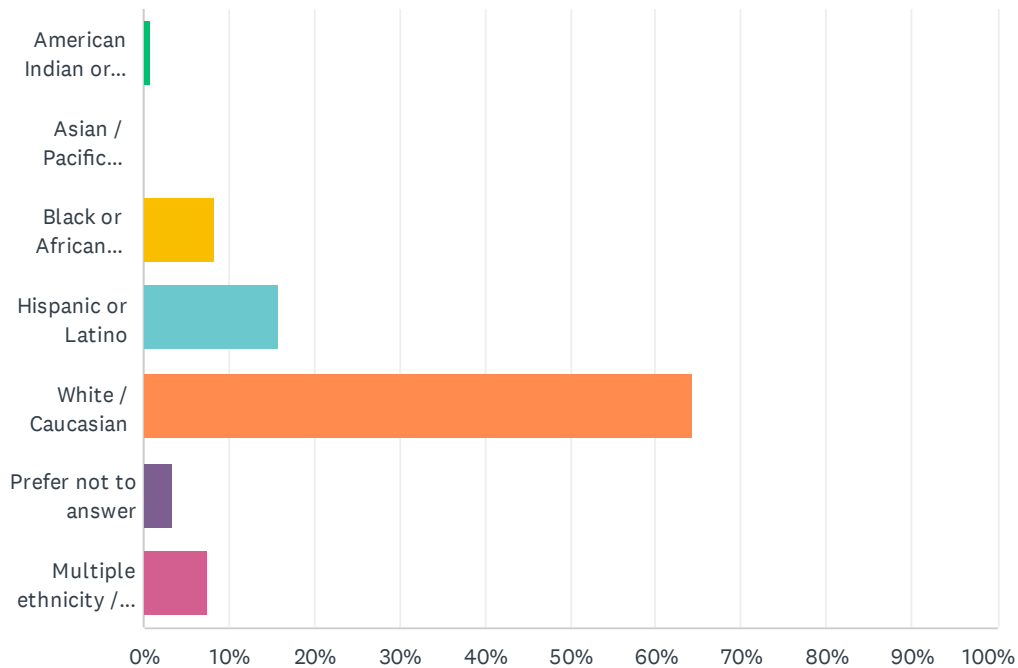
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63	Longer hours of operation.	1/31/2022 11:18 AM
64	no	1/31/2022 11:18 AM
65	No	1/31/2022 10:57 AM
66	Great location	1/31/2022 10:52 AM
67	Keep up good work. The place is always so clean	1/31/2022 10:49 AM
68	no	1/31/2022 10:49 AM
69	Thank you for letting g me do this survey	1/31/2022 10:49 AM
70	No	1/31/2022 10:46 AM
71	No	1/31/2022 10:45 AM
72	Not at this time, Thank you	1/31/2022 10:44 AM
73	no	1/31/2022 10:44 AM
74	I would love to have him start back but until someone calls him and personally encourages him it won't happen. This is sad because of the health benefits that he received and the enjoyment he got from the experience. He normally only goes to the doctor and I take him to visit his Mom and Dad. So by the way that complaint was handled (not investigated) they took away something precious.	1/31/2022 10:42 AM
75	No	1/31/2022 10:39 AM
76	None	1/31/2022 10:24 AM
77	nope	1/31/2022 10:21 AM
78	Lifeguards should not be communicating or reading on their smart watches	1/31/2022 10:20 AM
79	No	1/31/2022 10:19 AM
80	There use to be problems with the temperature control in the exercise rooms but I haven't noticed a problem in the last year or so. Great job!	1/31/2022 10:19 AM
81	Would LOVE LOVE LOVE some racquetball courts!!	1/31/2022 10:15 AM
82	No	1/31/2022 10:08 AM
83	Nope	1/31/2022 10:07 AM
84	No	1/31/2022 10:04 AM
85	No	1/31/2022 10:02 AM
86	no	1/31/2022 10:02 AM
87	no	1/31/2022 10:00 AM
88	No	1/31/2022 9:59 AM
89	Nope	1/31/2022 9:53 AM
90	NA	1/31/2022 7:37 AM

Q15 Which race/ethnicity best describes you? (Please choose only one.)

Answered: 121 Skipped: 1



ANSWER CHOICES	RESPONSES	
American Indian or Alaskan Native	0.83%	1
Asian / Pacific Islander	0.00%	0
Black or African American	8.26%	10
Hispanic or Latino	15.70%	19
White / Caucasian	64.46%	78
Prefer not to answer	3.31%	4
Multiple ethnicity / Other (please specify)	7.44%	9
TOTAL		121

#	MULTIPLE ETHNICITY / OTHER (PLEASE SPECIFY)	DATE
1	None of your business	2/9/2022 2:14 AM
2	Angleton	2/8/2022 1:14 PM
3	angleton	2/7/2022 3:14 PM
4	Biracial. Black and white	2/7/2022 9:44 AM
5	Angleton	1/31/2022 3:48 PM
6	Angleton	1/31/2022 2:07 PM
7	Lake Jackson	1/31/2022 1:38 PM

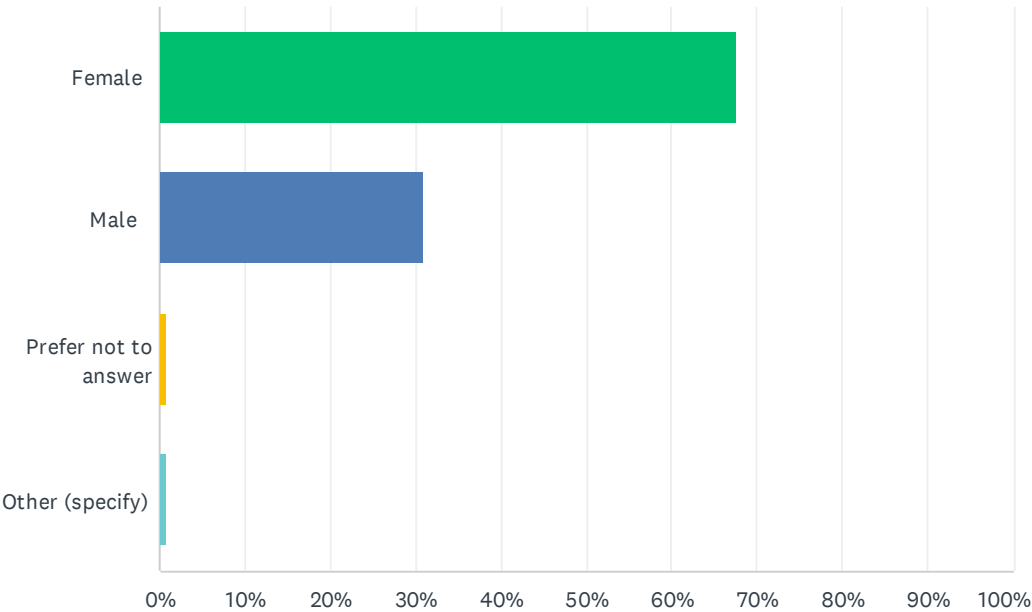
Angleton Recreation Center - Facility & Member Feedback Survey

Item 13.

8	Angleton	1/31/2022 10:57 AM
9	West Columbia	1/31/2022 10:20 AM

Q16 What is your gender?

Answered: 120 Skipped: 2

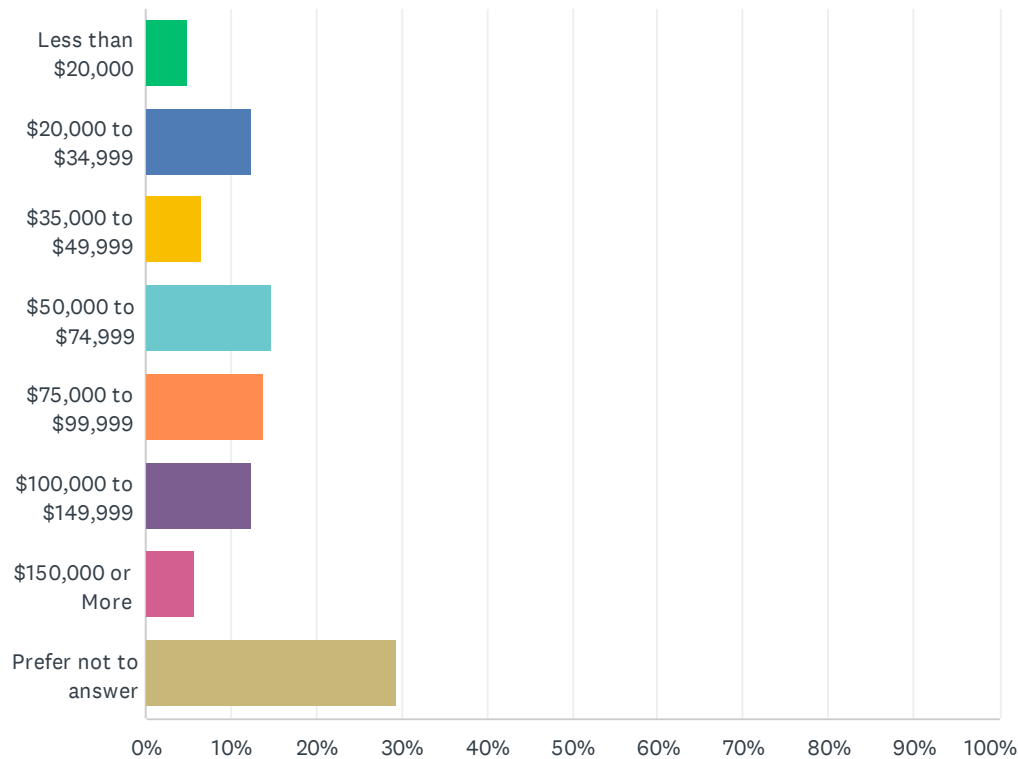


ANSWER CHOICES		RESPONSES	
Female		67.50%	81
Male		30.83%	37
Prefer not to answer		0.83%	1
Other (specify)		0.83%	1
TOTAL			120

#	OTHER (SPECIFY)	DATE
1	None of your business	2/9/2022 2:14 AM

Q17 What is your total household income?

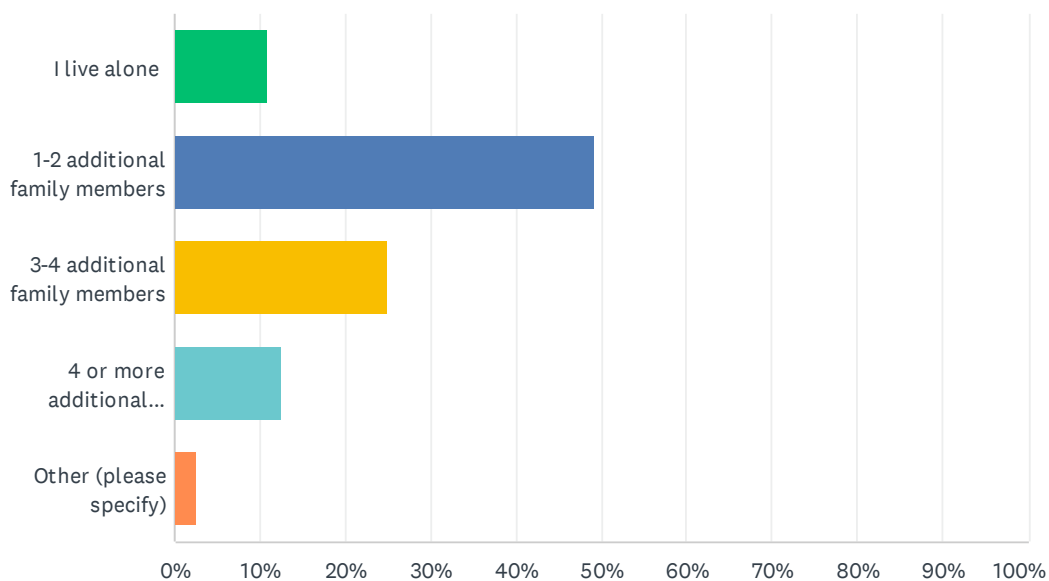
Answered: 122 Skipped: 0



ANSWER CHOICES	RESPONSES	
Less than \$20,000	4.92%	6
\$20,000 to \$34,999	12.30%	15
\$35,000 to \$49,999	6.56%	8
\$50,000 to \$74,999	14.75%	18
\$75,000 to \$99,999	13.93%	17
\$100,000 to \$149,999	12.30%	15
\$150,000 or More	5.74%	7
Prefer not to answer	29.51%	36
TOTAL		122

Q18 How many additional family members live as part of your household?

Answered: 120 Skipped: 2

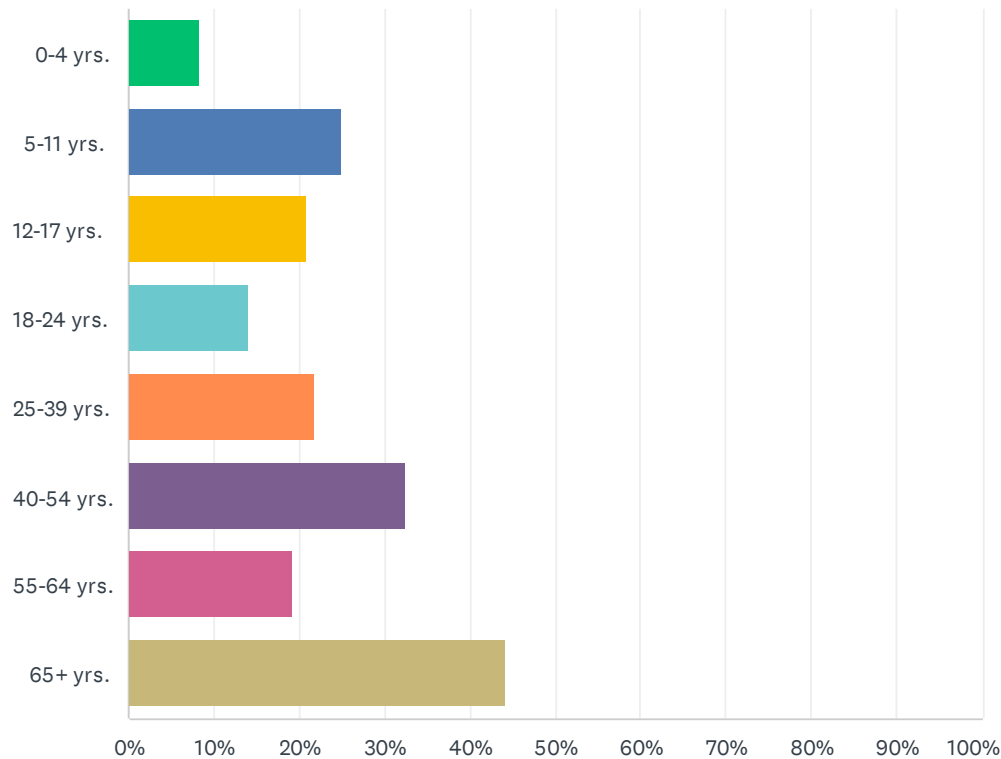


ANSWER CHOICES		RESPONSES	
I live alone		10.83%	13
1-2 additional family members		49.17%	59
3-4 additional family members		25.00%	30
4 or more additional family members		12.50%	15
Other (please specify)		2.50%	3
TOTAL			120

#	OTHER (PLEASE SPECIFY)	DATE
1	my wife	2/10/2022 10:45 PM
2	None of your business	2/9/2022 2:14 AM
3	grandchildren	1/31/2022 6:32 PM

Q19 Select the age ranges that of those living in your household.

Answered: 120 Skipped: 2



ANSWER CHOICES	RESPONSES	
0-4 yrs.	8.33%	10
5-11 yrs.	25.00%	30
12-17 yrs.	20.83%	25
18-24 yrs.	14.17%	17
25-39 yrs.	21.67%	26
40-54 yrs.	32.50%	39
55-64 yrs.	19.17%	23
65+ yrs.	44.17%	53
Total Respondents: 120		

ARC Membership Retention - Revenue Increase Modeling

Item 13.

Rate of Retention	# of Trans	50%	# of Trans	40%	# of Trans	30%	# of Trans	Current	
12/1/2022	405	\$14,231.70	357	\$12,530.92	308	\$10,830.15	163	\$5,727.82	
11/1/2022	375	\$13,168.72	332	\$11,680.54	290	\$10,192.36	163	\$5,727.82	
10/1/2022	345	\$12,105.73	308	\$10,830.15	272	\$9,554.57	163	\$5,727.82	
9/1/2022	314	\$11,042.75	284	\$9,979.76	254	\$8,916.78	163	\$5,727.82	
8/1/2022	284	\$9,979.76	260	\$9,129.37	236	\$8,278.98	163	\$5,727.82	
7/1/2022	254	\$8,916.78	236	\$8,278.98	217	\$7,641.19	163	\$5,727.82	
6/1/2022	224	\$7,853.79	211	\$7,428.60	199	\$7,003.40	163	\$5,727.82	
5/1/2022	193	\$6,790.81	187	\$6,578.21	181	\$6,365.61	163	\$5,727.82	
4/1/2022	163	5,727.82	163	5,727.82	163	5,727.82	163	5,727.82	
3/1/2022	163	5,727.82	163	5,727.82	163	5,727.82	163	5,727.82	
2/1/2022	163	5,727.82	163	5,727.82	163	5,727.82	163	5,727.82	
1/1/2022	228	7,536.00	228	7,536.00	228	7,536.00	228	7,536.00	
AVG Transactions/Potential Rev.	259	\$108,809	241	\$101,156	223	\$93,502	168	\$70,542	2022 Projection
Total Potential Revenue Increase		\$38,267		\$30,614		\$22,960		\$69,274.75	2021 Actual

ARC - Monthly Membership Leakage

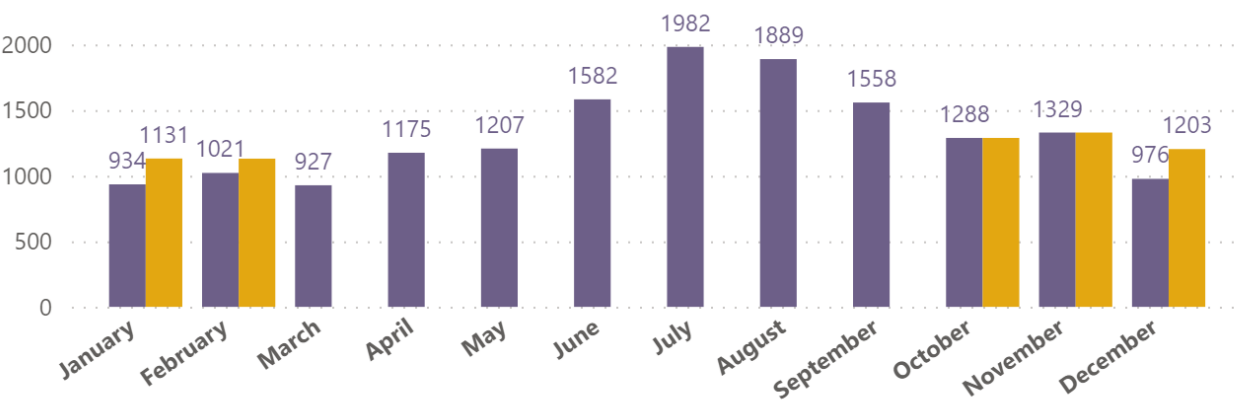
# of 2021 Transactions	# of Potential Transactions	% of Possible Pay	Revenue Earned	Potential Revenue	Potential Rev Loss.	% of Potential Revenue
540	689	87.68%	\$18,246.00	\$23,468.00	(\$5,222.00)	77.75%

Membership Options	Payment Options	Price	% of Memberships	% of Total Category
Individual	Monthly	\$32.00	4.30%	8.18%
	Quarterly	\$85.00	0.76%	
	Semi-Annual	\$165.00	1.01%	
	Annual	\$305.00	2.11%	
Family	Monthly	\$44.00	16.85%	31.09%
	Quarterly	\$120.00	3.54%	
	Semi-Annual	\$225.00	3.29%	
	Annual	\$425.00	7.41%	
Additional Person *Sold as Add-On Option *Average about 15 transactions per month	Monthly	\$8.00	0.00%	0.00%
	Quarterly	\$20.00	0.00%	
	Semi-Annual	\$40.00	0.00%	
	Annual	\$75.00	0.00%	
Senior Individual	Monthly	\$25.00	3.88%	10.28%
	Quarterly	\$65.00	2.19%	
	Semi-Annual	\$125.00	0.84%	
	Annual	\$240.00	3.37%	
Senior Family	Monthly	\$35.00	1.01%	8.41%
	Quarterly	\$95.00	1.68%	
	Semi-Annual	\$180.00	0.67%	
	Annual	\$335.00	5.05%	
Youth	Monthly	\$25.00	0.42%	0.42%
	Quarterly	\$65.00	0.00%	
	Semi-Annual	\$125.00	0.00%	
	Annual	\$240.00	0.00%	
Individual - Active Military & First Responder	Monthly	\$25.00	0.34%	0.59%
	Quarterly	\$65.00	0.00%	
	Semi-Annual	\$125.00	0.08%	
	Annual	\$240.00	0.17%	
Family - Active Military & First Responder	Monthly	\$35.00	0.42%	1.51%
	Quarterly	\$95.00	0.42%	
	Semi-Annual	\$180.00	0.00%	
	Annual	\$335.00	0.67%	
Silver Sneakers/Silver & Fit				16.18%
	Annual		16.18%	
Individual - COA Employee				0.08%
	Annual		0.08%	
Family - COA Employee				23.25%
	Annual		23.25%	

ARC Membership Performance Measures

Membership Totals by Month

Fiscal Year 2020-2021 2021-2022



Member Count (prior month)

1130

FY Transaction QTY.

725

Total Households

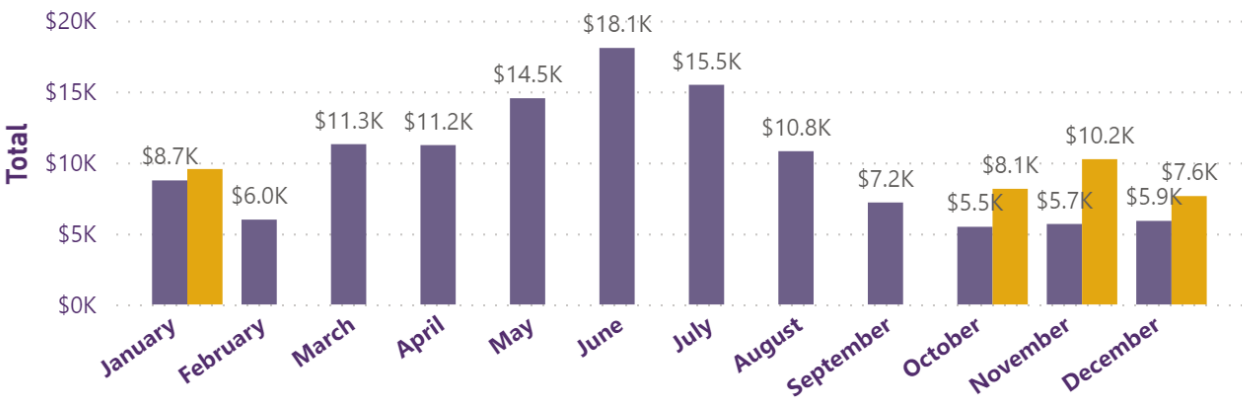
458

FY Total Membership Revenue

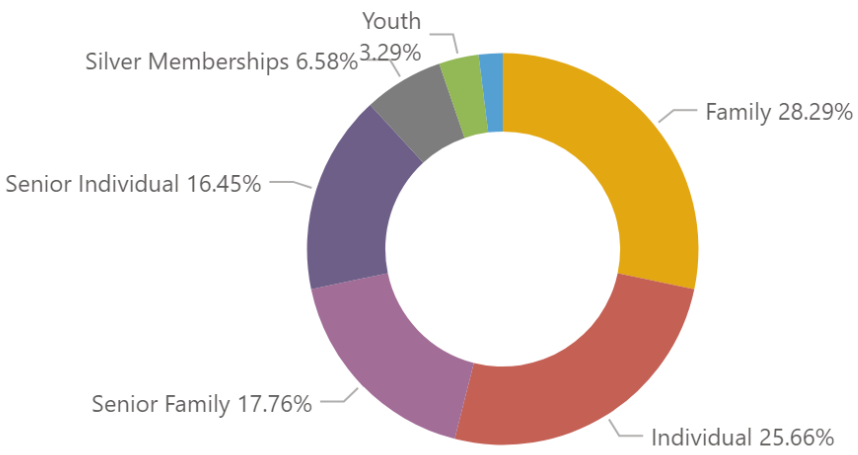
\$36.79K!
Goal: \$147.85K (-75.12%)

Total Revenue by Month

Fiscal Year 2020-2021 2021-2022



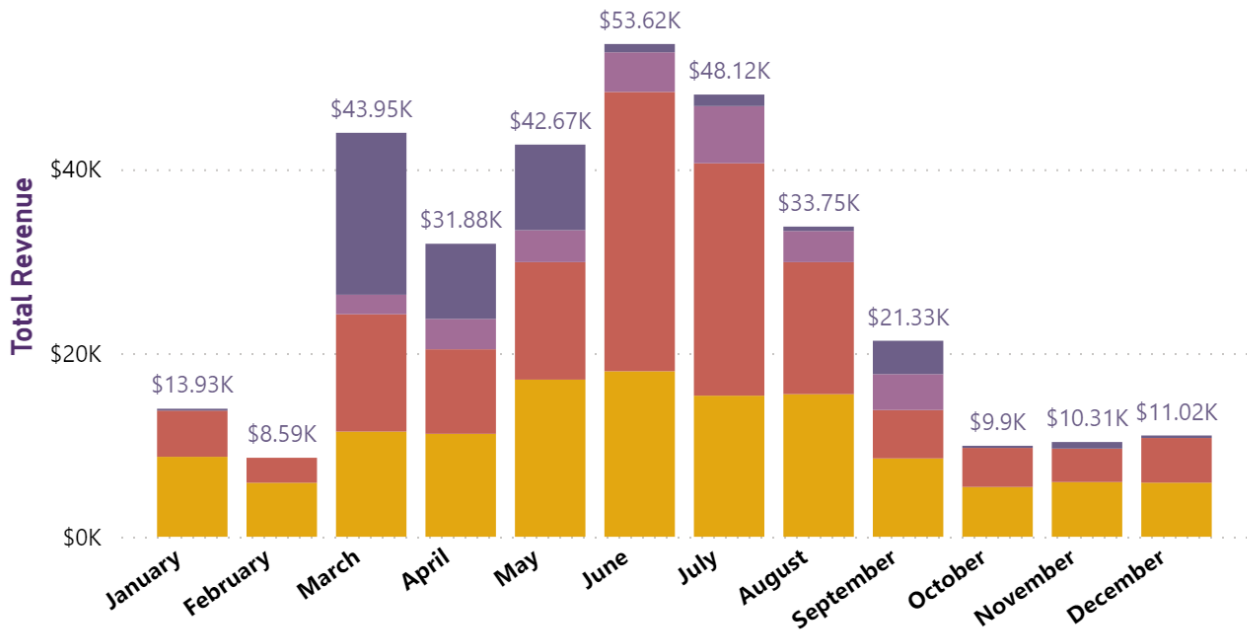
Distribution of Account Types



Recreation Revenue Performance

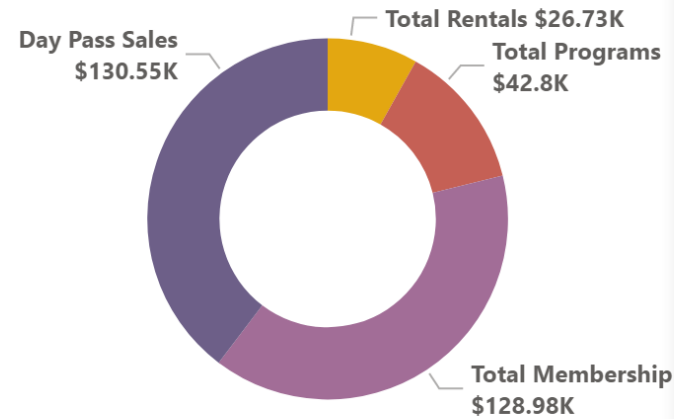
Total Recreation Revenue

● Total Membership
 ● Day Pass Sales
 ● Total Rentals
 ● Total Programs



Fiscal Year	Date	Total Membership	Day Pass Sales	Total Programs	Total Rentals
2021-2022	October 2021	\$8,773	\$5,404	\$646	\$1,768
2021-2022	November 2021	\$9,606	\$4,999	\$932	\$3,420
2021-2022	December 2021	\$8,872.51	\$5,478	\$864	(\$310)
2021-2022	January 2022	\$9,539.75	\$5,381	\$4,120.75	\$3,415
Total		\$36,791.26	\$21,262	\$6,562.75	\$8,293

Sales Revenue Breakdown



Total Rec Revenue

\$72.91K!
 Goal: \$318.57K (-77.11%)

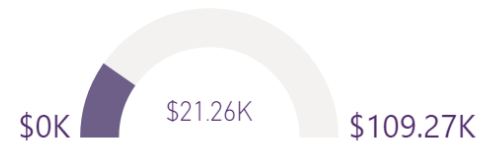
Total Membership Revenue



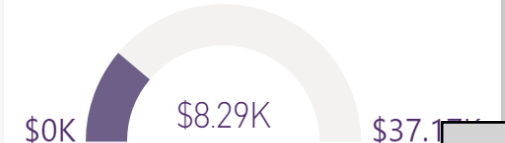
Total Program Revenue



Total Day Pass Revenue

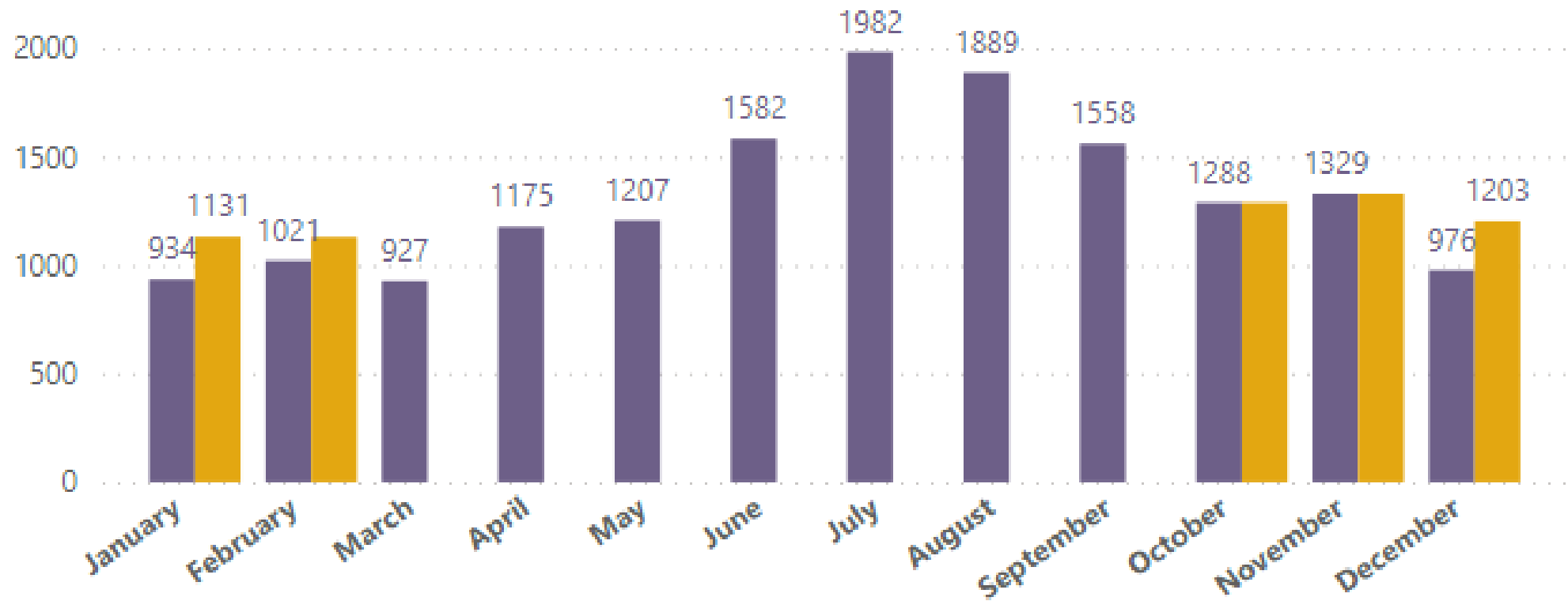


Total Rental Revenue



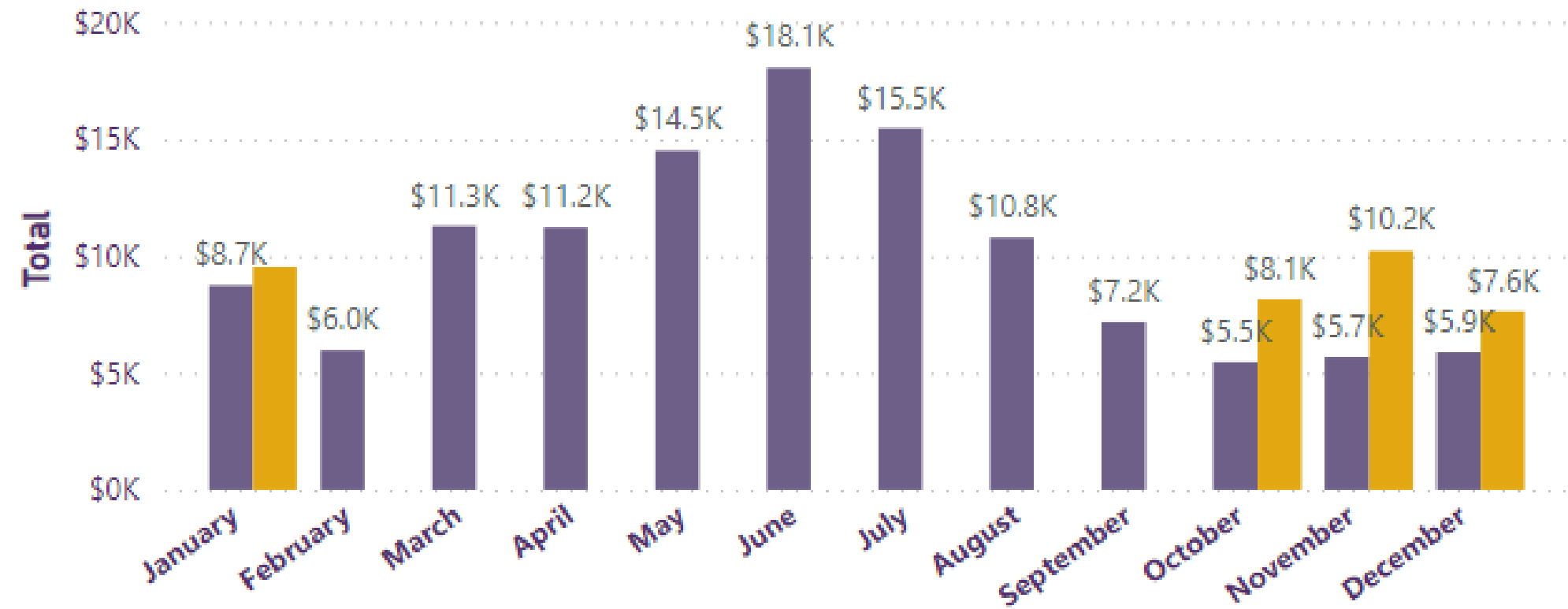
Membership Totals by Month

Fiscal Year ● 2020-2021 ● 2021-2022

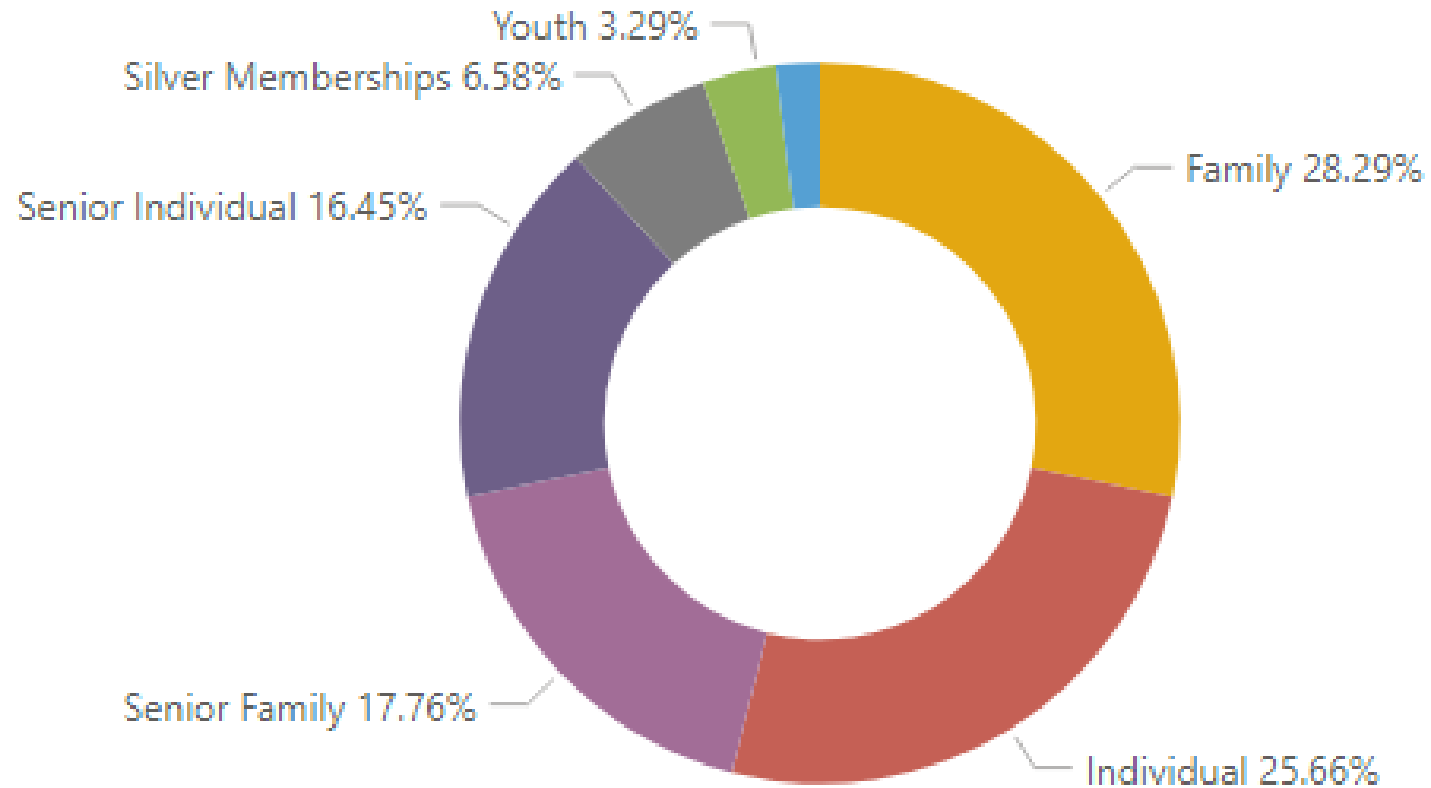


Total Revenue by Month

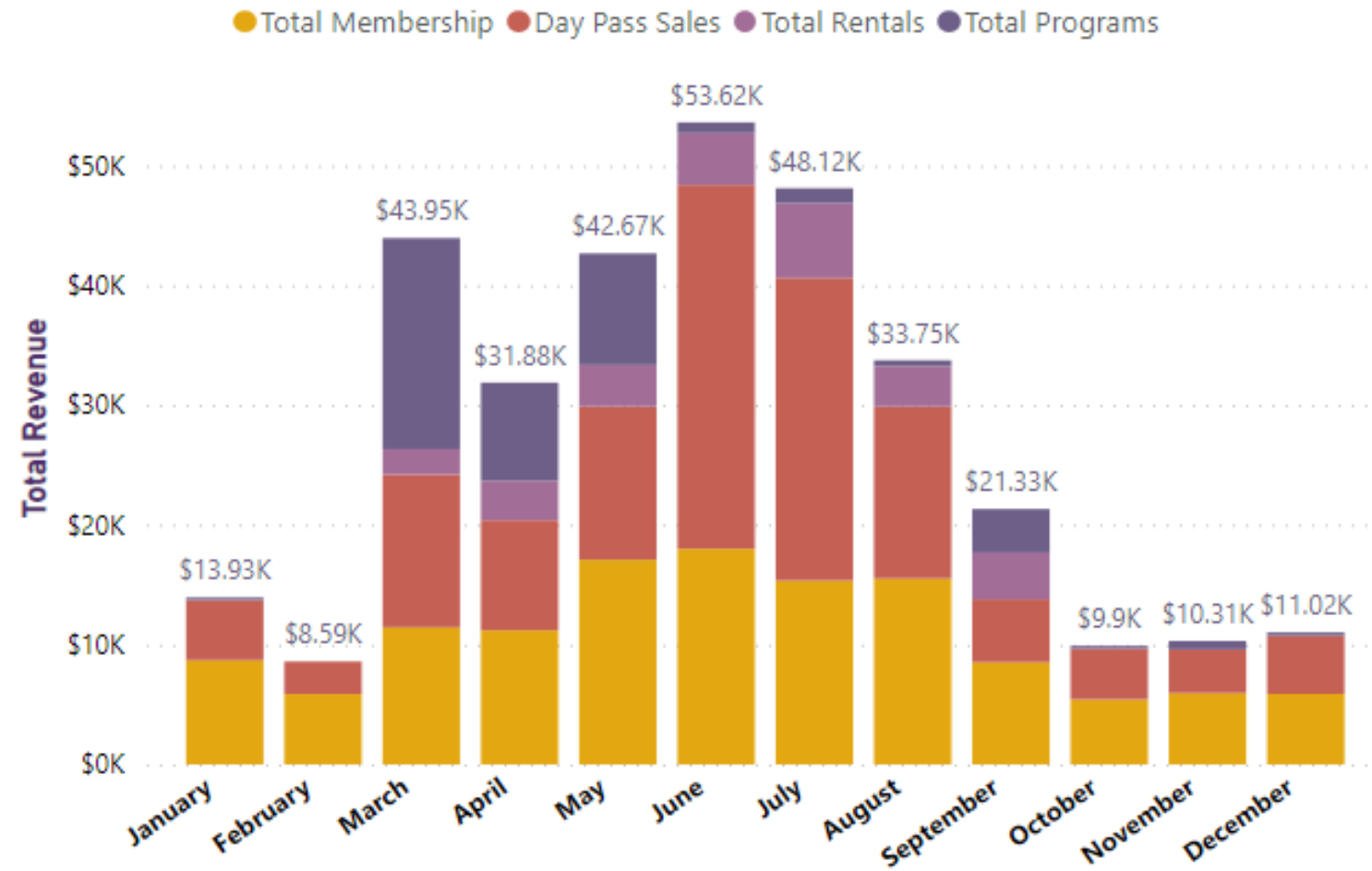
Fiscal Year ● 2020-2021 ● 2021-2022



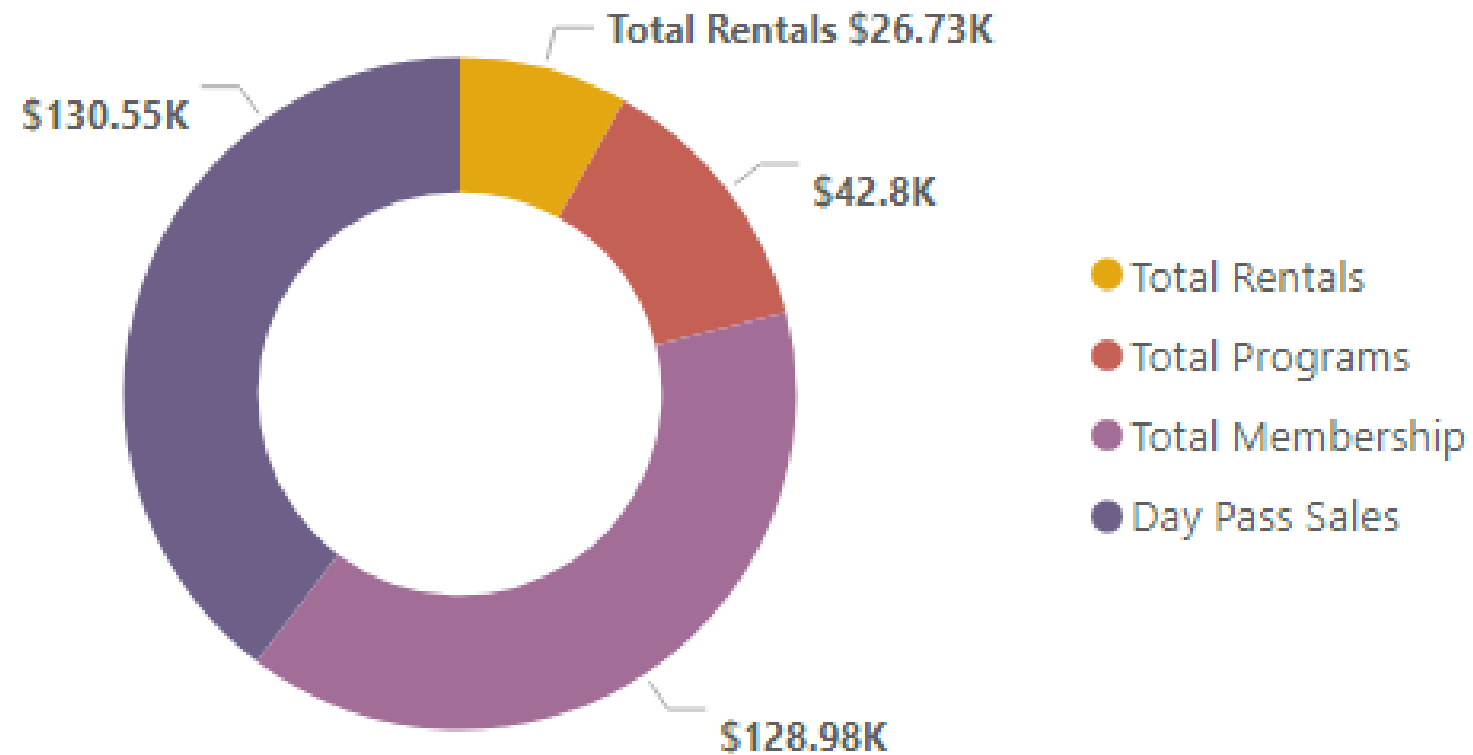
Distribution of Account Types



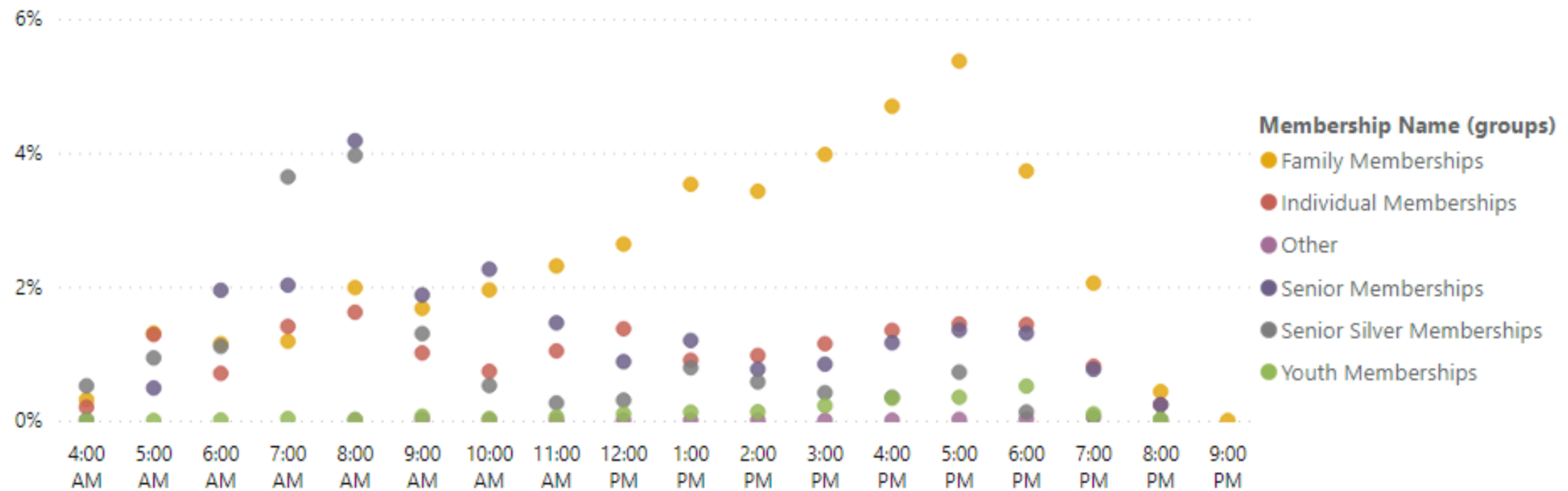
Total Recreation Revenue



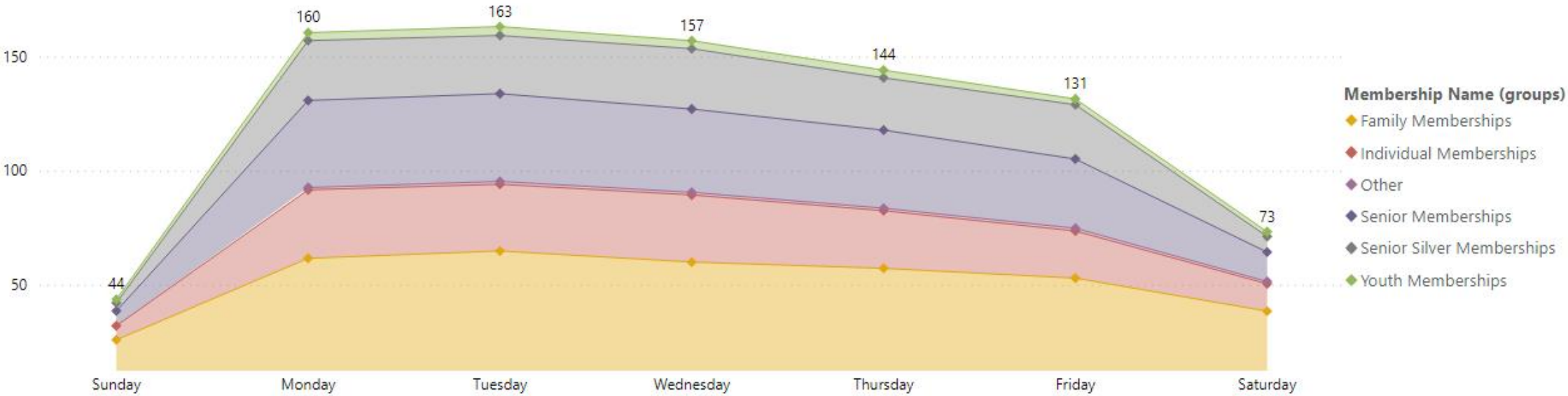
Sales Revenue Breakdown



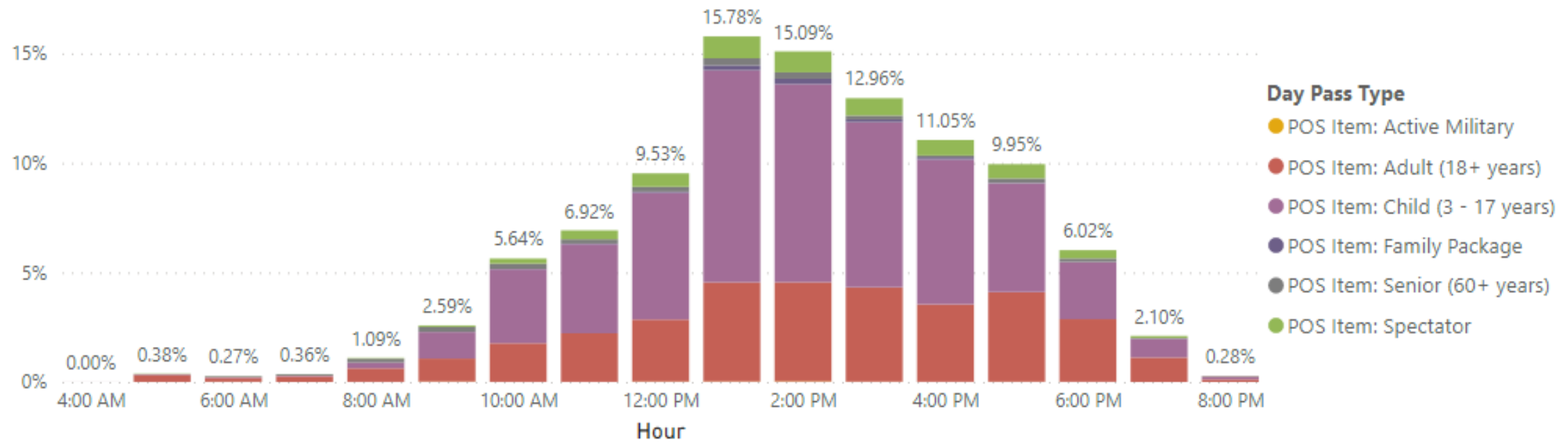
ARC Check-In Volume by Time/Day



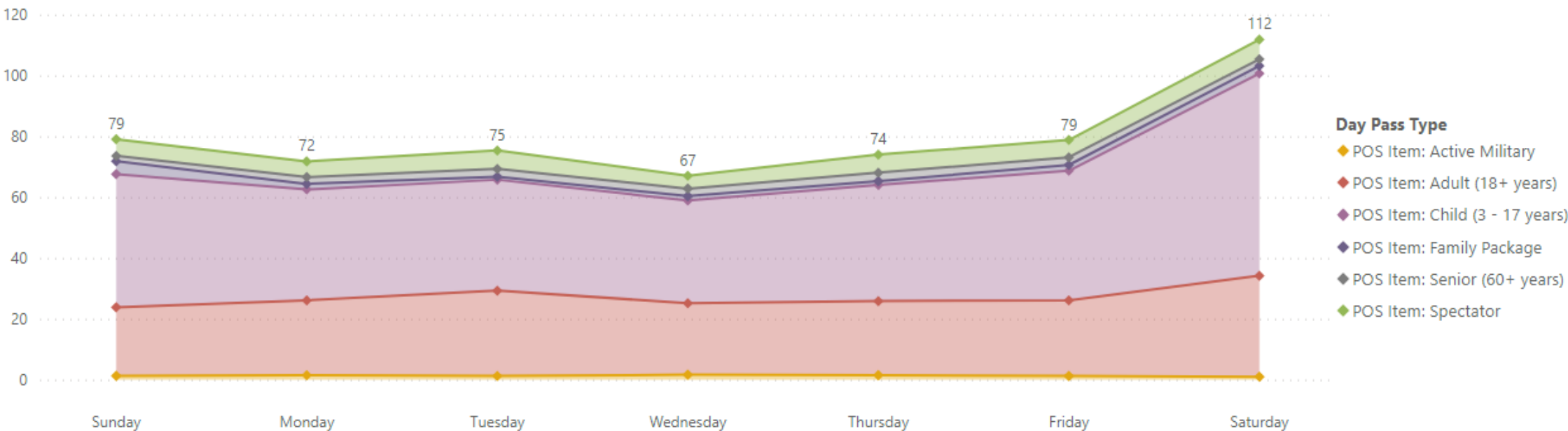
ARC Average Membership Check-Ins by Day of Week



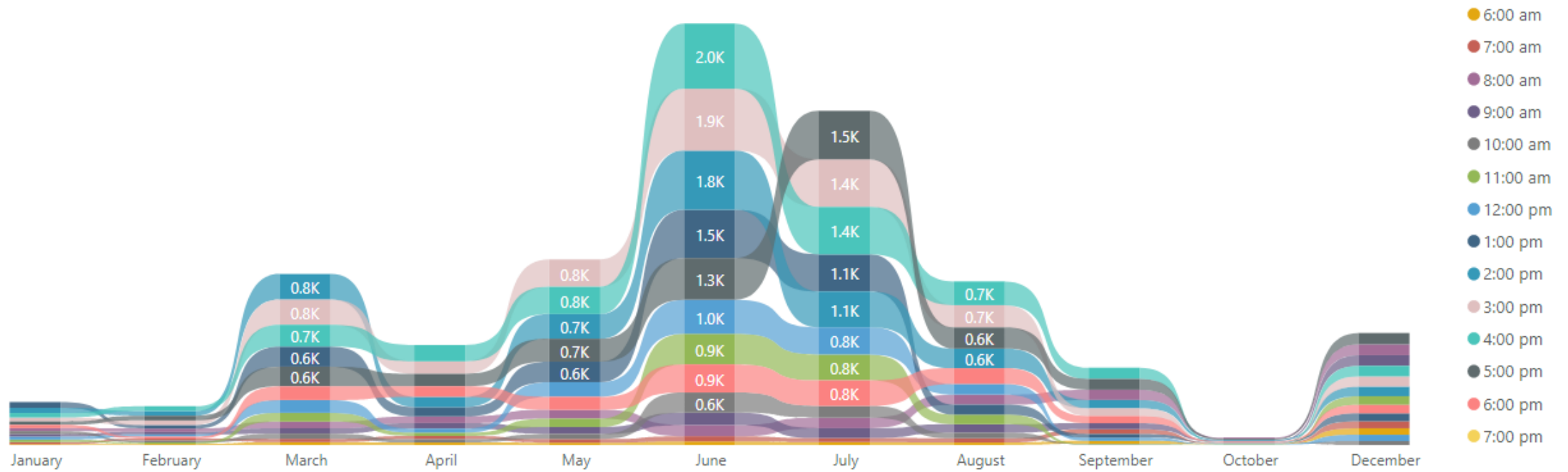
Day Pass Sales by Time of Day and Category



Average Total Day Pass Sales per Day of the Week

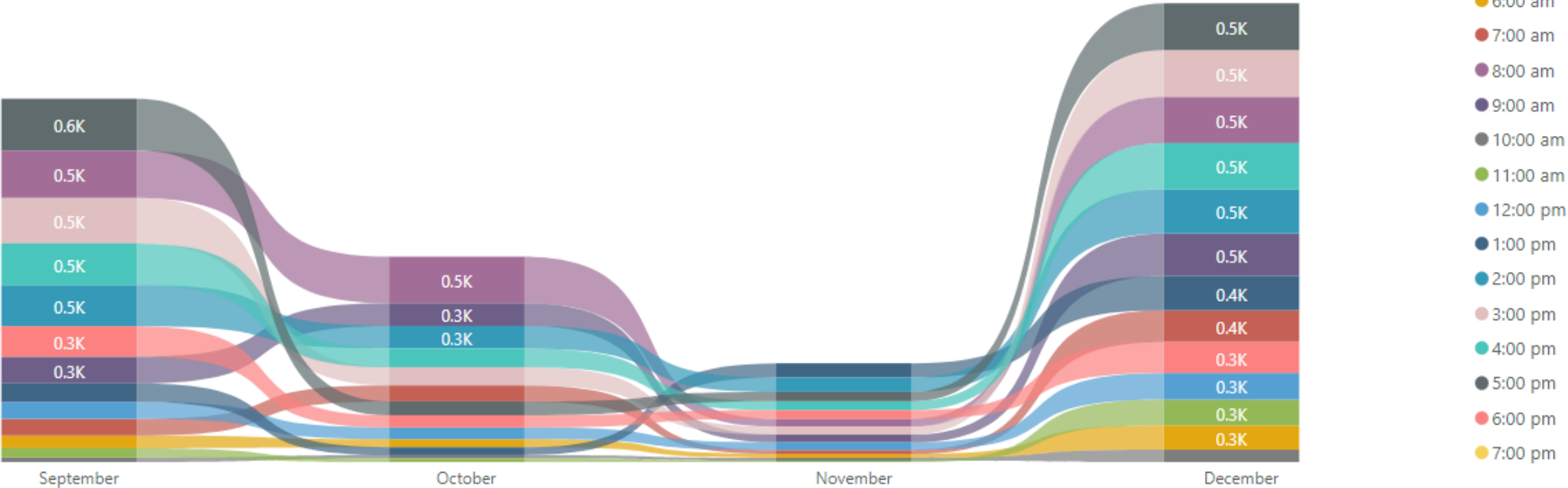


Natatorium Attendance Trend Over Time



Natatorium Attendance Trend Over Time

Item 13.

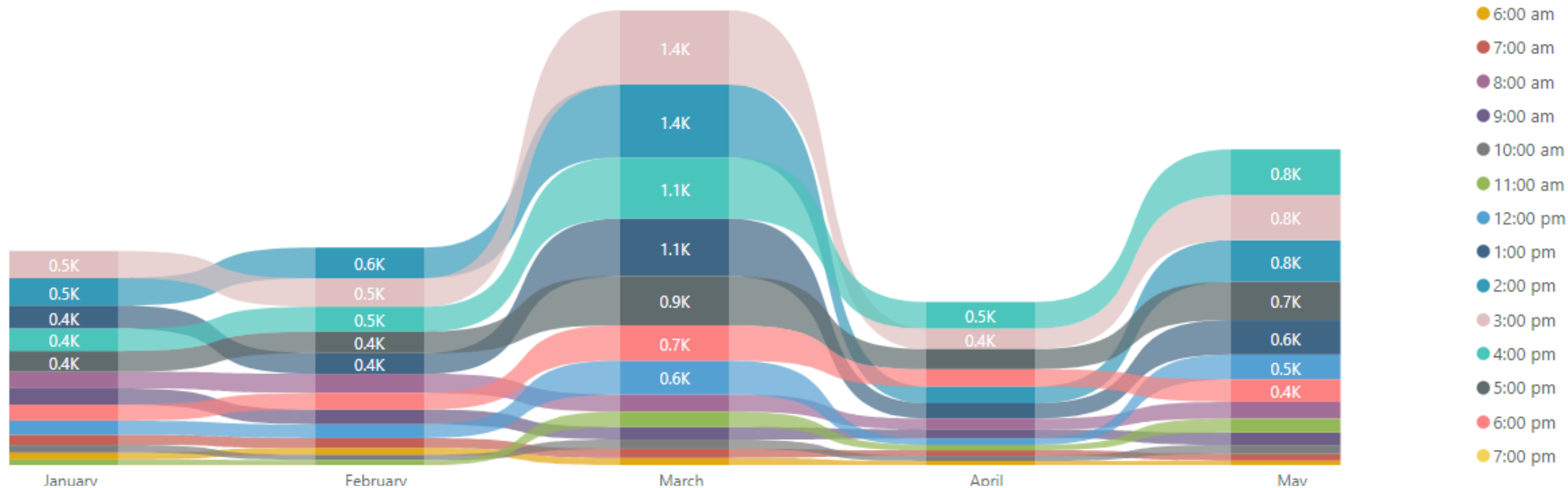


Average Natatorium Attendance by Hour

Day of Week	6:00 am	7:00 am	8:00 am	9:00 am	10:00 am	11:00 am	12:00 pm	1:00 pm	2:00 pm	3:00 pm	4:00 pm	5:00 pm	6:00 pm
Sunday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.04	10.11	12.68	11.82	5.39	0.89
Monday	3.94	5.30	10.00	4.67	0.61	0.94	2.88	4.88	4.45	5.88	4.79	9.48	5.88
Tuesday	3.77	6.37	9.26	7.46	1.06	3.83	5.60	4.09	6.32	4.29	3.17	4.74	4.60
Wednesday	3.58	4.67	9.58	5.06	0.85	1.61	2.15	3.88	3.24	4.61	5.00	5.33	5.52
Thursday	3.48	4.12	15.20	7.96	0.68	0.72	3.88	2.88	6.36	3.12	4.20	6.12	4.56
Friday	3.04	4.12	7.92	4.32	1.40	1.92	1.84	2.92	3.84	3.36	6.84	5.76	3.12
Saturday	0.10	0.10	3.48	7.59	4.14	5.55	6.66	5.90	12.10	10.45	8.34	8.62	5.45
Total	2.63	3.66	7.93	5.33	1.24	2.14	3.36	4.00	6.56	6.33	6.17	6.50	1.38

Natatorium Attendance Trend Over Time

Item 13.

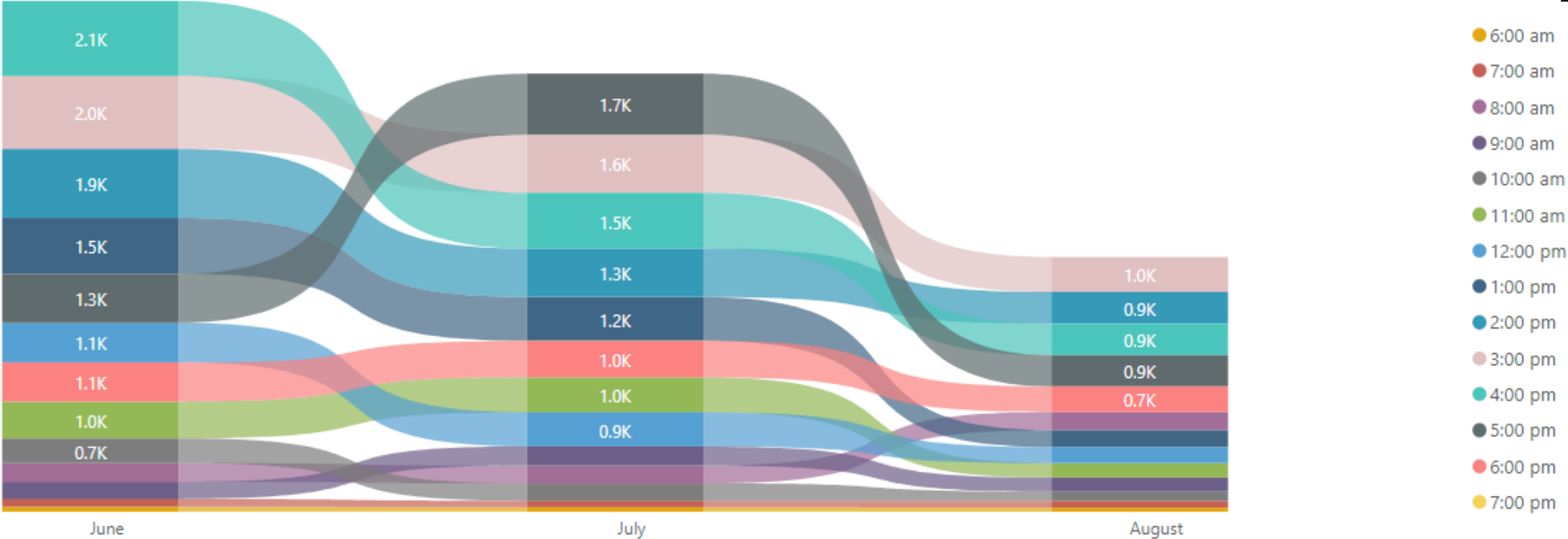


Average Natatorium Attendance by Hour

Day of Week	6:00 am	7:00 am	8:00 am	9:00 am	10:00 am	11:00 am	12:00 pm	1:00 pm	2:00 pm	3:00 pm	4:00 pm	5:00 pm	6:00 pm
Sunday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.70	28.50	32.53	28.34	19.24	4.32
Monday	3.54	5.46	10.14	8.29	2.75	3.93	8.64	14.25	18.61	18.89	16.14	15.75	13.79
Tuesday	3.71	4.82	9.18	6.94	3.65	3.53	8.59	11.15	11.44	8.94	7.44	7.88	10.88
Wednesday	3.43	5.04	8.25	5.25	3.39	3.50	7.89	10.79	11.61	11.21	11.46	10.64	9.50
Thursday	3.36	4.79	8.42	7.15	2.27	2.91	8.00	11.18	10.82	9.00	8.58	8.03	9.55
Friday	3.41	4.59	10.03	6.00	2.97	4.97	7.75	9.00	11.56	11.31	11.72	9.50	6.31
Saturday	0.04	0.33	2.79	6.14	7.50	9.25	16.39	22.54	25.18	30.50	30.29	23.43	12.04
Total	2.56	3.64	7.06	5.70	3.17	3.95	8.10	13.19	16.54	17.07	15.82	13.16	11.46

Natatorium Attendance Trend Over Time

Item 13.



Average Natatorium Attendance by Hour

Day of Week	6:00 am	7:00 am	8:00 am	9:00 am	10:00 am	11:00 am	12:00 pm	1:00 pm	2:00 pm	3:00 pm	4:00 pm	5:00 pm	6:00 pm
Sunday	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.83	30.57	50.26	41.09	26.74	1.78
Monday	3.36	4.88	11.68	11.36	10.00	10.80	8.84	11.72	16.64	12.12	20.84	20.68	23.32
Tuesday	2.72	4.20	10.72	9.68	14.92	19.80	16.16	16.64	21.84	25.16	21.28	19.56	21.24
Wednesday	3.48	4.32	12.32	11.50	7.27	12.32	17.05	17.45	26.14	21.73	28.59	26.45	17.82
Thursday	2.70	4.26	12.52	9.22	13.22	26.26	22.87	25.78	25.74	22.83	16.09	19.04	17.39
Friday	3.04	5.72	12.12	8.72	7.56	15.36	18.16	22.52	21.48	27.52	27.64	21.16	17.16
Saturday	0.40	0.64	3.48	6.68	5.24	13.28	19.60	27.56	29.20	30.68	30.20	27.92	15.80
Total	2.23	3.45	8.98	8.19	8.38	14.02	14.70	18.97	24.40	27.06	26.45	23.02	1.49

Angleton Recreation Center
Facility Condition Assessment

				Average	Pts Possible
Facility Assessment Score	58.88	62.03	50.85	57.08	100.00

Scoring Rubric

Good Condition (Normal Wear for Age)	4 pts
OK Condition - Improved with minimal effort	3 pts
Cleaning or Moderate Repair Needed	2 pts
Safety Concern or Significant Repair	1 pt.
Should be removed from operation immediately	0 pts

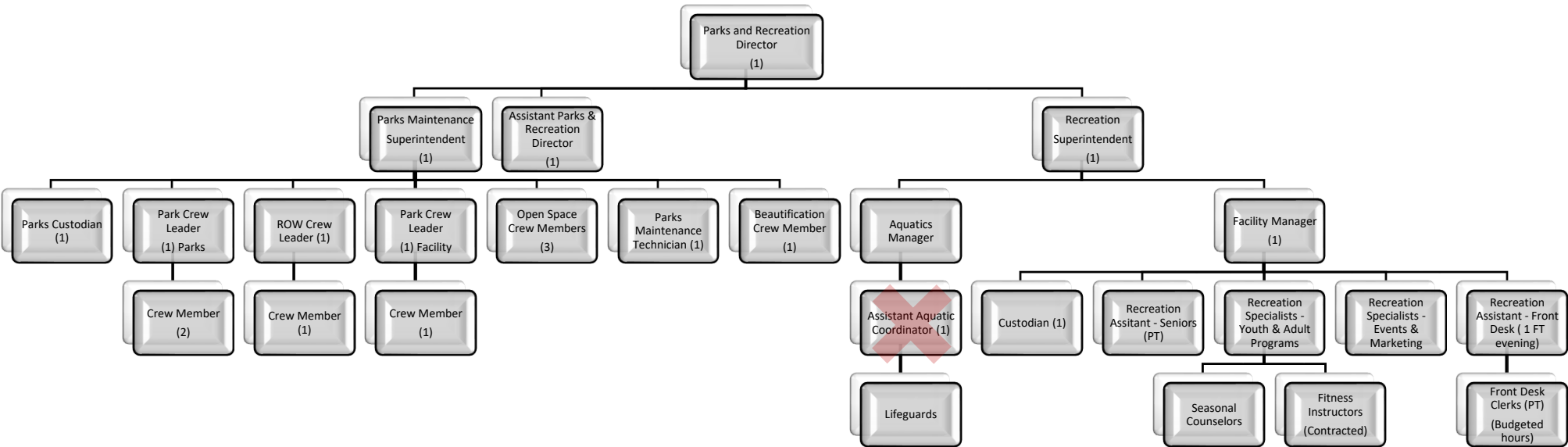
ARC Grounds & Exterior	Score	Score	Score	AVG Score	Pts Possible
Parking Lot Striping	4	3	4	3.67	4
Cleanliness of Concrete Surfaces	3	2	3	2.67	4
Parking Lot Lighting	2	4	4	3.33	4
Other Exterior Lighting	2	2	3	2.33	4
Grounds - Cleanliness & Curb Appeal	1	3	2	2.00	4
Grounds - Landscaping	3	2	2	2.33	4
Grounds - Trees	3	3	2	2.67	4
Ramps & Sidewalks	2	3	2	2.33	4
Curbs	4	3	3	3.33	4
Courtyard Area	2	3	3	2.67	4
Pool Patio Area	3	1	1	1.67	4
Exterior Walls	2	2	1	1.67	4
Exterior Doors	2	3	3	2.67	4
Exterior Windows	2	4	2	2.67	4
Exterior Signage	3	2	2	2.33	4
Other	NA	NA	NA		NA
Totals	38	40	37	38.33333333	60
% of Possible Score	63.33%	66.67%	61.67%	63.89%	100.00%
Weight Adjusted Score	6.33	6.67	6.17	6.39	10
Score Weight our of 100	10	10	10	10	100
ARC Lobby and Hallways	Score	Score	Score	AVG Score	Pts Possible
Lighting	2	2	2	2.00	4
General Cleanliness	3	3	3	3.00	4
Walls	3	2	3	2.67	4
Doors	3	2	2	2.33	4
Ceiling	2	3	1	2.00	4

Signage	2	2	3	2.33	4
Welcome Center Area	3	3	3	3.00	4
Windows	3	4	2	3.00	4
Paint	3	2	NA	2.50	4
Floors	3	3	2	2.67	4
Other	NA	NA	NA		NA
Totals	27	26	21	25.5	40
% of Possible Score	67.50%	65.00%	52.50%	63.75%	100.00%
Weight Adjusted Score	6.75	6.5	5.25	6.375	10
Score Weight our of 100	10	10	10	10	100
ARC Natatorium	Score	Score	Score	AVG Score	Pts Possible
Lighting	3	2	2	2.33	4
General Cleanliness	2	3	2	2.33	4
Walls & Paint	2	2	1	1.67	4
Doors	2	4	3	3.00	4
Ceiling	3	3	2	2.67	4
Signage	2	4	1	2.33	4
Windows	2	3	3	2.67	4
Flooring / Pool Deck Condition	2	2	1	1.67	4
Pool Amenities	2	2	1	1.67	4
Deck Area	1	3	1	1.67	4
Chemical Room	1	3	2	2.00	4
Other	NA	NA	1		NA
Totals	22	31	20	24	44
% of Possible Score	50.00%	70.45%	45.45%	54.55%	100.00%
Weight Adjusted Score	10.00	14.09	9.09	10.91	20
Score Weight our of 100	20	20	20	20	100
ARC Weight Room	Score	Score	Score	AVG Score	Pts Possible
Lighting	3	3	3	3.00	4

General Cleanliness	3	4	2	3.00	4
Walls & Paint	2	2	1	1.67	4
Doors	3	3	2	2.67	4
Ceiling	3	2	3	2.67	4
Signage	2	1	1	1.33	4
Windows	3	3	3	3.00	4
Flooring	3	2	3	2.67	4
Cadio Equipment	3	3	3	3.00	4
Strength Equipment	2	3	2	2.33	4
Sound System & TVs	3	1	1	1.67	4
Other	NA	NA	NA		NA
Totals	30	27	24	27	44
% of Possible Score	68.18%	61.36%	54.55%	61.36%	100.00%
Weight Adjusted Score	10.23	9.20	8.18	9.20	15
Score Weight our of 100	15	15	15	15	100
ARC Gymnasium	Score	Score	Score	AVG Score	Pts Possible
Lighting	2	2	1	1.67	4
General Cleanliness	3	2	2	2.33	4
Walls & Paint	2	1	2	1.67	4
Doors	3	3	3	3.00	4
Ceiling	1	1	1	1.00	4
Signage	2	1	1	1.33	4
Windows	3	4	3	3.33	4
Flooring	1	1	1	1.00	4
Court Divider	3	3	2	2.67	4
Basketball Goals	1	3	4	2.67	4
Other Amenities	2	1.5	1	1.50	4
Other	NA				NA
Totals	23	22.5	21	22.16666667	44

% of Possible Score	52.27%	51.14%	47.73%	50.38%	100.00%
Weight Adjusted Score	7.84	7.67	7.16	7.56	15
Score Weight our of 100	15	15	15	15	100
ARC MP 1 & 2	Score	Score	Score	AVG Score	Pts Possible
Lighting	3	3	2	2.67	4
General Cleanliness	3	2	3	2.67	4
Walls & Paint	2	3	2	2.33	4
Doors	2	2	2	2.00	4
Ceiling	2	3	2	2.33	4
Signage	3	3	2	2.67	4
Windows	2	4	2	2.67	4
Flooring	3	1	2	2.00	4
Room Divider	1	1	1	1.00	4
Kitchen Area	3	4	2	3.00	4
Other Amenities	2	1.5	1	1.50	4
Other	NA	NA	NA		NA
Totals	26	27.5	21	24.83333333	44
% of Possible Score	59.09%	62.50%	47.73%	56.44%	100.00%
Weight Adjusted Score	8.86	9.38	7.16	8.47	15
Score Weight our of 100	15	15	15	15	100
ARC Restrooms & Locker Rooms	Score	Score	Score	AVG Score	Pts Possible
Lighting	3	4	3	3.33	4
General Cleanliness	2	3	3	2.67	4
Walls & Paint	2	2	2	2.00	4
Doors	3	2	2	2.33	4
Ceiling	2	2	2	2.00	4
Signage	2	3	2	2.33	4
Water fixtures	2	2	2	2.00	4
Flooring	3	3	1	2.33	4
Stalls & Dividers	2	2	3	2.33	4
Counters and Cabinets	2	1	2	1.67	4
Lockers	3	1	1	1.67	4
Other	NA	NA	NA		NA
Totals	26	25	23	24	44
% of Possible Score	59.09%	56.82%	52.27%	54.55%	100.00%
Weight Adjusted Score	8.86	8.52	7.84	8.18	15.00
Score Weight out of 100	15	15	15	15	100
Total Facility Assessment Score	58.88	62.03	50.85	57.08	100.00

CURRENT ORGANIZATIONAL CHART

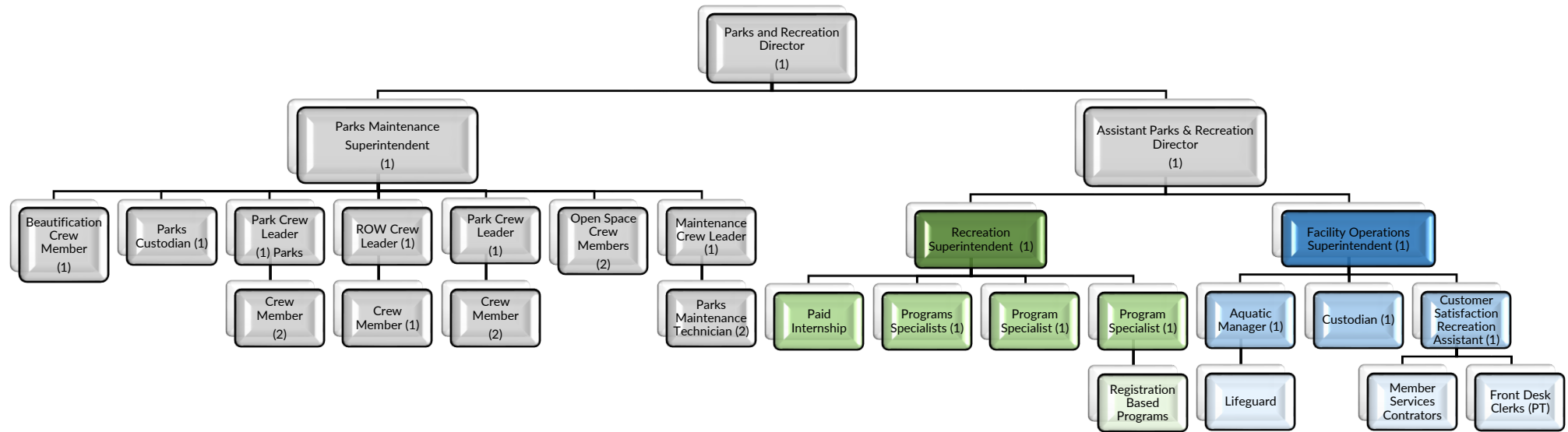


ANNUAL OPERATING BUDGET | \$1,281,370
ANNUAL REVENUE | \$355,833

RECREATION DIVISION DEFICIENCIES & OPPORTUNITIES

- The City of Angleton is growing and our ability to address needs should grow
- Operation deficiencies revolved around membership offerings and maintenance, facility maintenance, program offerings, and customer satisfaction have been identified
- Separation of duties will aid in increasing operational capacity and elevate standards
- Increasing the number of elevated positions will help to professionalize, recruit, and retain knowledgeable staff

REVISED ORGANIZATIONAL CHART



EST. ANNUAL OPERATING BUDGET | \$370,000

EST. ANNUAL REVENUE | \$22,000+*

*Based on cost recovery model

*Does not include proposed contract programs

EST. ANNUAL OPERATING BUDGET | \$840,000

EST. ANNUAL REVENUE | \$331,000

REVISED PERSONNEL CHANGES

- Separate Recreation and Angleton Recreation Center operations into two divisions
- Elevate the hourly Facility Manager position to a salaried Facility Operations Superintendent
- Eliminate the Assistant Aquatic Coordinator position and associated city benefits
- Move Aquatics, Custodial, and FT & PT Customer Satisfaction Recreation Assistants under direct supervision of the Facility Operations Superintendent
- Change PT Permanent Recreation Assistant to FT Recreation Specialist for Senior Programs
- Marketing and events to be managed by the Recreation Superintendent
- Move Recreation Specialists & paid internship positions under direct supervision of the Recreation Superintendent
- Change PT Permanent Recreation Assistant to FT Recreation Specialist for Senior Programs
- Recreational Specialists – Seniors, Environmental & Outdoor, and Athletics & Registration based programs



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/24/2022

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on the Parks & Recreation Standards Manual.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$80,000

FUNDS REQUESTED: NA

FUND: 40-506-625

EXECUTIVE SUMMARY:

On October 18, 2021, Angleton Better Living Corporation authorize the City Manager to execute an agreement with Kimley Horn to develop a Parks & Recreation Standards Manual as a resource for staff, boards and commissions, and developers regarding minimum park standards.

Staff has worked with Kimley-Horn representatives to develop a document that is at one hundred percent completion for City Council review. Since the last draft, Kimley-Horn has made revisions based on City comments provided on April 21, 2022 and May 2, 2022 – comment response letters enclosed. Previous revisions are documented in enclosed comment response letters dated March 10 and April 8.

RECOMMENDATION:

Staff recommends City Council approve the Parks & Recreation Standards Manual that is one hundred percent complete.

SUGGESTED MOTION:

I move we approve the Parks & Recreation Standards Manual that is one hundred percent complete.

City of Angleton

PARKS & RECREATION

DESIGN STANDARDS MANUAL

MAY 2022

THE HEART OF BRAZORIA COUNTY
 **ANGLETON**



DESIGN STANDARDS MANUAL

Item 14.

City of Angleton Department of
Parks & Recreation

CONTRIBUTING STAFF

Mayor and City Council

- > Jason Perez - Mayor
- > John Wright - Mayor Pro-Team
Position 3
- > Mikey Svoboda - Position 1
- > Travis Townsend - Position 2
- > Cecil Booth - Position 4
- > Mark Gongora - Position 5

Parks and Recreation Board

- > Chris Peltier - Chair
- > Bill Ahlstrom
- > Clara Dannhaus
- > Bonnie McDaniel
- > Steven Sebok
- > Jaime Moreno
- > Terry Roberts
- > Mark Gongora- Council Liason

Angleton Better Living Corporation

- > Jason Perez
- > John Wright
- > Charlyn Rogers
- > Chris Peltier
- > William Jackson
- > Ellen Eby
- > Rachel Ritter

Administration

- > Chris Whittaker - City Manager

Parks and Recreation Staff

- > Megan Mainer - Director of
Parks and Recreation
- > Kyle Livesay - Assistant
Director of Parks and
Recreation
- > Stewart Crouch - Parks
Superintendent Consultant
Team

Consultant Team

Kimley»Horn

INTRODUCTION

The City of Angleton, Texas Park System is comprised of over 275 acres of public open space, with nearly 20 discrete individual sites, and serves a diverse demographic of approximately 20,000 citizens.

Stewardship of the system is the responsibility of the City's Department of Park and Recreation. This effort includes planning, management, operations, and maintenance related to active and passive components of the system such as athletic fields, playgrounds, recreation courts, trails, pools, and natural areas.

This Design Standards Manual (Standards) establishes minimum design, construction and performance expectations for City Park features. The Standards are intended to sustain life-cycle resources investment in public space by informing/guiding open space planning capital improvements, and operational capacity. The Standards are a reference instrument for selection of materials, products and systems that integrate City criteria with contemporary industry standards. Criteria are established for each Standard by performance/function, safety, environmental impact, and anticipated operational resources needs.

Although first-established in June 2022, the Standards are a living-document that will periodically be re-evaluated and updated coincident with industry advancements, changes to practices related to the City's open space system and evolving recreation needs. Current parks do not need to update or change their facilities immediately upon adoption of these Standards. However, if equipment or facilities are changed, refreshed, or replaced following the adoption of June 2022, it must comply with the current Standards. Any proposed exceptions or alternatives from the Standards, must be approved by Park and Recreation Staff. Accessibility consistent with the American with Disabilities Act (ADA) is required for all Standards. Domestic manufacture of identified products is preferred.

Any privately funded and developed property is not required to adhere to the Standards. However, all park or open space developments are required to conform to the most current edition of the City of Angleton Park Land Dedication Ordinance.

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PARK STANDARDS

01. PARK DEVELOPMENT STANDARDS

- › Signature Park (SP)
- › Metro Park (MP)
- › Community Park (CP)
- › Neighborhood Park (NP)
- › Natural Area (NA)
- › Special Use Park (SU)
- › Linear Park (LP)
- › Urban Plaza (UP)
- › Undeveloped Park or Passive Park (UD)
- › Recommended Features by Classification

02. SITE FURNISHINGS

- › Bench
- › Bike Rack
- › Drinking Fountain
- › Flagpole
- › Grill
- › Pet Fountain
- › Pet Waste Bag Dispenser
- › Picnic Table
- › Trash Receptacle
- › Bollard

03. FENCING

- › Chain Link Fence
- › Metal Fence
- › Wood Enclosure

04. PAVING

- › Concrete Sidewalk
- › Crushed Stone Trail
- › Deck / Boardwalk
- › Foot Bridge
- › Natural Trail
- › Parking Lot
- › Park Walkways / Trails

05. PARK STRUCTURES AND SHELTERS

- › Dugout Cover / Bleacher
- › Metal Shelter
- › Restroom Facility
- › Shade Canopy
- › Picnic Pavilion

06. PLAYGROUNDS

- › Playground
- › Playground Boundary
- › Fall Surfacing - Engineered Wood Fiber
- › Fall Surfacing - Poured in Place Rubber
- › Fall Surfacing - Rubber Tile System

07. BALL COURTS AND ATHLETIC FIELDS

- › Ball Courts
- › Baseball / Softball Field
- › Baseball and Softball / Backstop
- › Basketball Court
- › Court Surfacing
- › Disc Golf
- › Football Field
- › Horseshoe Pit
- › Soccer Field
- › Tennis Court
- › Volleyball Court

08. UTILITY SYSTEMS

- › Park Utilities / Wireless Network Infrastructure
- › Clearing / Site Prep

09. SIGNS

- › General Sign Parameters
- › Educational / Interpretive
- › Wayfinding
- › Entry
- › Regulatory / Warning

10. LIGHTING

- › Athletic Field
- › Historic Pole
- › Solar
- › Street, Parking Lot, Path, and Area

11. PLANTING AND IRRIGATION

- › Planting Design
- › Irrigation

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01. PARK DEVELOPMENT STANDARDS



- › Signature Park (SP)
- › Metro Park (MP)
- › Community Park (CP)
- › Neighborhood Park (NP)
- › Natural Area (NA)
- › Special Use Park (SU)
- › Linear Park (LP)
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Signature Park (SP)



DEFINITION

A municipal outdoor recreation facility that is unique to the Angleton parks and recreation system. These sites serve a variety of ages and emphasize family and large organized group activities. Signature Parks often include facilities and supporting features that are of special use or single purpose such as fairgrounds, outdoor theaters, festivals or special-event areas. A user experience of up to a full-day is typically anticipated.



SIZE

Size varies depending on park facilities; typically greater than 100 acres in size.

STAFFING

Staffed with full-time or part-time municipal employees.

UTILITIES

Water, electric, telephone, sewer, Information Technology Systems (ITS), and stormwater management facilities.

UNIQUE FACILITIES

Substantial waterfront or other distinctive amenity.

TYPICAL FACILITIES

Multiple athletic fields and/or special events area, basketball, tennis, and volleyball courts, multiple playground areas, park trails, benches, multiple restrooms, Wi-Fi, vending machines, or concession areas, multiple picnic areas, large shelters, grills, large parking areas, specialized facilities for staff, stormwater management facilities, and maintenance buildings.

Signature Park typical amenity.

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Metro Park (MP)



Freedom Park

DEFINITION

A municipal outdoor recreation facility that provides a high-level of features and uses. These sites serve a variety of passive and active uses and feature multiple game-level athletic fields, skate parks, and/or disc-golf courses. Multiple age groups are served though organized sports programming while balancing protection of natural areas. A user experience of three-four hours is typically anticipated.



Freedom Park

SIZE

Size varies depending on park facilities; typically 50.1 to 100 acres.

STAFFING

Staffed full-time with municipal employees.

UTILITIES

Water, electric, telephone, sewer, and stormwater management facilities.

EXISTING SITES

- > Freedom Park
- > Bates Park
- > BG Peck Complex

UNIQUE FACILITIES

Multiple athletic fields, skate parks, and/or disc golf courses.

TYPICAL FACILITIES

Basketball, tennis, volleyball courts, multiple playgrounds, large open play areas, park trails and benches, Wi-Fi, restrooms and vending machines or concession areas, multiple picnic areas, large shelters, and grills, large parking areas, kiosks, stormwater management facilities, and staff/maintenance buildings.

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Community Park (CP)



Playground at Dickey Park

DEFINITION

A municipal outdoor recreation facility that provides a mid-range level of features and uses. These sites provide a balance of organized sports active uses and natural area based passive areas for various age groups. A user experience of two-three hours is typically anticipated.



Playground and Open Space at Dickey Park

SIZE

15.1 to 50 acres

STAFFING

Community parks are not generally staffed full-time. These parks may be staffed during programmed events by municipal staff or private/non-profit organizations.

UTILITIES

Water, electric, telephone, sewer, Information Technology Systems (ITS), and stormwater management facilities.

EXISTING SITES

- > Lakeside Park
- > Dickey Park

TYPICAL FACILITIES

Multiple athletic fields, basketball, tennis, and volleyball courts, playground areas, park trails, benches, Wi-Fi, restrooms, vending machines, or concession areas, multiple picnic areas, large shelters, and grills, large parking areas, specialized facilities for staff, stormwater management facilities, and maintenance buildings.

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Neighborhood Park (NP)



Playground and Tree Canopy at Masterson Park

DEFINITION

A municipal outdoor facility that provides a basic level of features and uses. These sites are limited to at-will group activities that serve various age groups with an emphasis on youth. Based on access and proximity of nearby residential areas, there is limited parking in comparison to higher level parks. Program features are typically customized based on nearby user community. A user experience of 1-2 hours is typically anticipated.



Park Feature and Sign

SIZE

Small Neighborhood Park:

0.25-5 acres

Large Neighborhood Park:

5-15 acres

STAFFING

These parks are not staffed.

UTILITIES

Water, electric, telephone, sewer, Information Technology Systems (ITS), and stormwater management facilities.

EXISTING SITES

- > Masterson Park
- > Brushy Bayou Park

UNIQUE FACILITIES

Unlit practice diamonds and rectangular athletic fields, basketball, tennis, and/or volleyball courts, playground equipment, open play areas, park trails, benches, small shelters, picnic tables, and stormwater management facilities.

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Natural Area (NA)



DEFINITION

A municipal outdoor area characterized by indigenous vegetation, wildlife and visual character in its natural state. These sites include sites of varying scale throughout the City. Retention of a natural state, visual relief and passive recreation such as informal trails/hiking birding, and environmental education are primary considerations. Passive waterway access, fishing, cultural/environmental site interpretation, and regional trail connectivity may be additional uses.



SIZE

There are no specific standards for size or acreage. Sites of sufficient size to protect cited resources and provide for appropriate use.

STAFFING

Natural areas can be staffed full-time or part-time; also, these parks may be staffed during programmed events or activities by municipal staff or private/non-profit organizations.

UTILITIES

Water, electric, sewer, and stormwater management facilities.

EXISTING SITES

- > Northern Tract at Freedom Park/523
- > Austin Town Site
- > Peach Street Detention

UNIQUE FACILITIES

Natural or cultural elements to be preserved and/or interpreted.

TYPICAL FACILITIES

Park trails, overlooks, benches, water access, wayfinding signage, interpretive signage, and picnic tables.

▼ Natural Area

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Special Use Park (SU)



Officer Cash Memorial Dog Park

DEFINITION

A municipal facility dedicated to intensive singular or focused combined uses. These sites may include competitive athletic complexes for diamond/rectangular field sports, golf, recreation centers, and active water/boating access. In addition to standards cited herein, such uses may be subject to specialized design and facility service standards consistent with the most current edition of the City of Angleton Park Land Dedication Ordinance.



Special Use Park typical amenity.

SIZE

Varies

STAFFING

Special use sites are typically staffed full time with municipal employees.

UTILITIES

Water access sites all have water, electric, telephone, and sewer.

EXISTING SITES

- > Officer Cash Memorial Dog Park

SPECIAL USE SITE TYPES

- > Athletic Complexes
- > Recreation Centers
- > Water Access Sites
- > Resort Area Parks
- > Gateway Parks
- > Dog Parks
- > Skate Parks
- > BMX Park

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Linear Park (LP)



DEFINITION

A municipal outdoor facility that provides or connects recreation, open space and community resources. These facilities are typically significantly greater in length than width and characterized by a primary trail with secondary connections, sequence of open spaces, extended viewsheds and a combination of active and passive uses. Multi-modal uses such as walking, biking and skateboarding are typical conditions of pass-through travel.



Linear Park typical amenity.

SIZE

A minimum 30 feet corridor width is recommended for linear parks. Park width may vary per contextual constraints or as approved by Park and Recreation Staff.

STAFFING

Linear Parks are typically not staffed.

UTILITIES

Water, electric, telephone, sewer, Information Technology Systems (ITS), and stormwater management facilities.

TYPICAL FACILITIES

Trails, overlooks, benches, bike racks, picnic tables, kiosks, and shelters (if appropriate).

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Urban Plaza (UP)



DEFINITION

A municipal outdoor space located among dense commercial or institutional building area. The space may be located on public or private property, at the intersection of important streets, civic uses or commercial activities. The space is characterized by a comparatively high proportion of paved surfaces, promotion of social interaction and ability to accommodate large scale civic events and uses.



Urban Plaza activity such as a farmers market

SIZE

5 acres or less

STAFFING

Staffed only during events.

UTILITIES

Water, electric, telephone, sewer, Information Technology Systems (ITS), and stormwater management facilities.

EXISTING SITES

> Veteran's Park

UNIQUE FACILITIES

Fountains, amphitheaters, seat walls, decorative pavers, memorial, and outdoor art feature.

TYPICAL FACILITIES

Tree plantings, outdoor cafe seating, benches, Wi-Fi, transit stop pedestrian scale lighting, and multi-modal access.

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Undeveloped Park or Passive Park (UD)



Angleton Recreation Center

DEFINITION

Parcels or a collection of land parcels that may be acquired by the City for grading, utility or drainage purposes that are held as easements or direct ownership. The land is typically not improved for recreation purposes but may be subject to future use(s) that are presently undefined. The sites typically remain in a natural state with exception of interpretive signs and informal use accessways.



Undeveloped parcel at Rueben Welch Park

SIZE

Varies

STAFFING

These parks are not staffed.

UTILITIES

Water, electric, telephone, and sewer.

EXISTING SITES

- > Rueben Welch Park
- > Municipal Pool
- > Western Avenue
- > Angleton Recreation Center
- > Bryan Street Park Detention Area

UNIQUE FACILITIES

Environmental and/or interpretive signs.

TYPICAL FACILITIES

Trees, shrubs, grasses, and littoral plants, and softscape materials.

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01. PARK DEVELOPMENT STANDARDS



Recommended Features by Classification

	Signature Park (SP)	Metro Park (MP)	Community Park (CP)	Neighborhood Park (NP)	Natural Area (NA)	Special Use Park (SU)	Linear Park (LP)	Urban Plaza (UP)	Undeveloped Park or Passive Park (UD)
Benches	✓	✓	✓	✓	✓	✓	✓	✓	✓
Bike Racks	✓	✓	✓	✓	✓	✓	✓	✓	✓
Drinking/Pet Fountain	✓	✓	✓	✓	✓	✓	✓	✓	
Flagpole	✓	✓						✓	
Grills	✓	✓	✓	✓					
Pet Waste Bag Dispenser	✓	✓	✓	✓	✓	✓	✓	✓	
Picnic Tables	✓	✓	✓	✓	✓		✓		
Trash Receptacles	✓	✓	✓	✓	✓	✓	✓	✓	
Bollards	✓	✓	✓	✓	✓	✓	✓	✓	✓
Fencing	✓	✓				✓			✓
Walking/Jogging Paths	✓	✓	✓	✓	✓		✓		✓
Trail Connections	✓	✓	✓	✓	✓		✓		✓
Parking Lot	✓	✓	✓	✓	✓	✓	✓		
Picnic Shelters	✓	✓	✓	✓					
Restrooms	✓	✓	✓	✓			✓		
Maintenance Building	✓	✓	✓						
Playground	✓	✓	✓	✓					
Ball Courts	✓	✓	✓	✓					
Ball Fields	✓	✓							
Disc Golf	✓	✓	✓						
Horseshoe Pit	✓	✓	✓	✓					
Wireless Network	✓	✓	✓					✓	
Signage	✓	✓	✓	✓	✓	✓	✓	✓	✓
Security Lighting	✓	✓	✓	✓		✓	✓	✓	✓
Landscape	✓	✓	✓	✓			✓	✓	
Irrigation	✓	✓	✓	✓			✓	✓	

Standard Recommendations per Park Type



Playground at BG Peck Park

PURPOSE

The chart above identifies recommended characteristics per park type. Park improvements may vary depending on park topography, size, environmental conditions, contextual constraints, community input, City program needs, and as approved by Park and Recreation Staff.

GENERAL INFORMATION

All parks to provide access for vehicles, bicycle, and pedestrians.

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02. SITE FURNISHINGS



- › Bench
- › Bike Rack
- › Drinking Fountain
- › Flagpole
- › Grill
- › Pet Fountain
- › Pet Waste Bag Dispenser
- › Picnic Table
- › Trash Receptacle
- › Bollard

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02. SITE FURNISHINGS



Bench



Tree Top Products, Champion Bench (Surface Mount)

STANDARD MODEL

Tree Top Products, Champion Bench (6 foot length)

- > Surface Mount (2ZK2607)
- > In-Ground (2ZK2608)

Finish: Premium Wood Grain

Material: Recycled Plastic

Wood Alternative: Ipe (Preferred), Walnut (Alternative)

OR CITY APPROVED EQUAL

PURPOSE

Locate park benches intermittently along paths and trails adjacent to activity areas.

GENERAL INFORMATION

Provide a back support to all standard, free-standing benches.

Site benches at a rate of 1 per 2 acres of greenspace, but no less than 2 per park.

Related Standards: Trash Receptacle

MATERIALS AND FINISH

Construct benches of sturdy, durable, metal such as galvanized steel, ductile cast iron, or other metals designed for commercial and exterior use.

Provide a metal finishing of high-quality, permanently affixed powder coating, applied through a heat-finished process.

Metal elements on the bench is a black color.

Provide smooth welds, joints, and corners on metal elements. Joint fasteners are required to be embedded or sealed.

The use of recycled materials is acceptable. Benches with 70% post-consumer steel is acceptable.

FEATURES

Side arms and center bench arms may be added as approved by Park and Recreation Staff.

Memorial plaques may be included on benches as approved by Park and Recreation Staff.

INSTALLATION

Affix benches to a hardscape surface (concrete, pavers, etc.).

Provide a 3 feet 4 inches minimum hardscape clearance companion space on an accessible side of benches.

Hardscape surfaces must provide additional accessible companion space directly adjacent to the bench.

Locate trash or recycling cans 5 feet minimum from a bench.

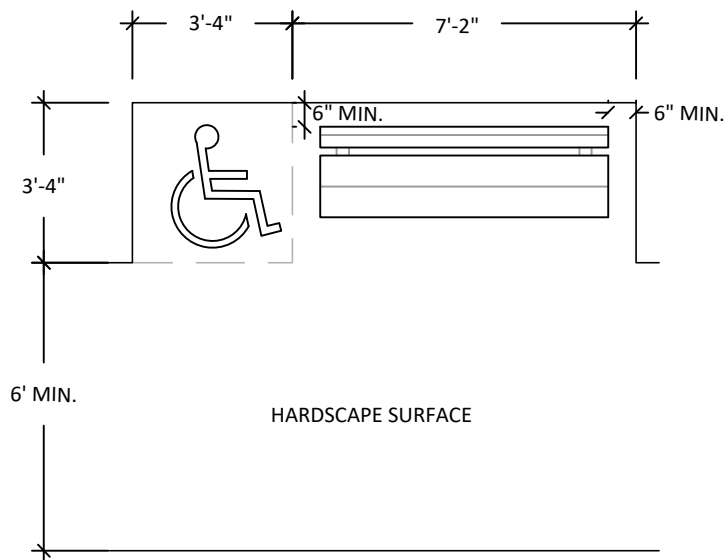
Locate bench in seasonally shaded areas when possible.

LIFE CYCLE EXPECTATIONS

A 10 year warranty is required.

Benches are anticipated to require replacement after 20 years of normal and ordinary use.

Bench



▼ Bench with ADA space, plan view - Not to Scale



Bike Rack



▼ MADRAX Metro Bike Rack

STANDARD MODEL

Madrax, Metro Bike Rack
Finish: Galvanized

OR CITY APPROVED EQUAL

PURPOSE

Provide bike racks at all parks and recreation facilities to support cycling transit.

GENERAL INFORMATION

Bike racks are to be Madrax Metro Bike Rack, "Inverted U" model type.

MATERIALS AND FINISH

Bike racks are to be hot dipped galvanized steel and powder-coated.

Metal products must have smooth welds, joints, and corners.

The use of recycled materials is acceptable.

FEATURES

Alternative bike racks are subject to approval by Park and Recreation Staff.

The preferred bike rack color is a powder coated grey finish, but alternatives may be approved by Park and Recreation Staff.

INSTALLATION

Mount bike racks on concrete, consistent with the manufacturer's recommendations.

Mount bike racks to be firm and plumb.

Where required, install steel shims prior to anchoring in place. Base plates more than 3/8 inch from grade require high-strength epoxy non-shrink grout.

Install multiple racks parallel with adjacent units, 3 feet apart.

Locate bike racks so that parked bikes do not impede pedestrians.

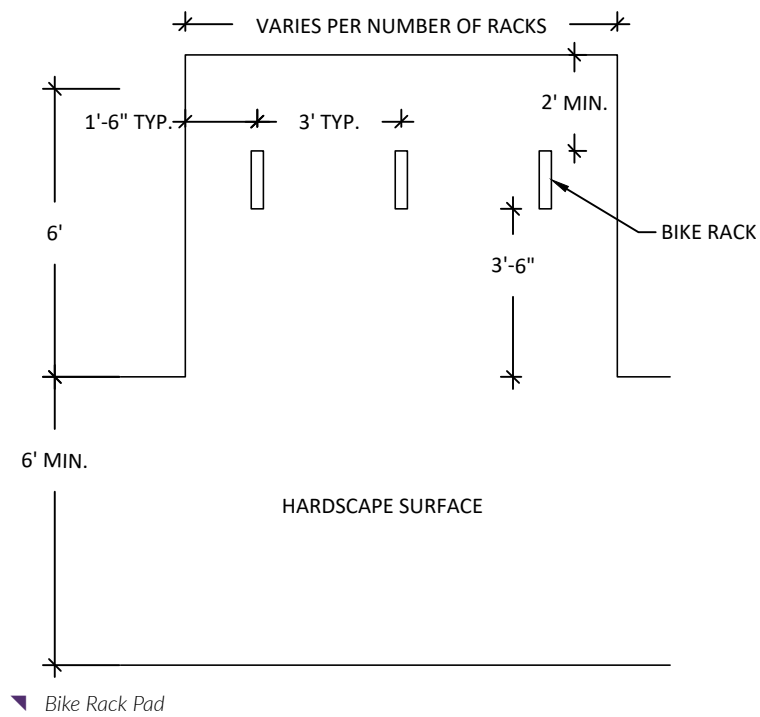
Located bike racks 3 feet - 6 inches minimum from adjacent walls.

LIFE CYCLE EXPECTATIONS

A 10 year minimum warranty is required.

Bike racks are anticipated to require replacement after 20 years of normal and ordinary use.

Bike Rack





Drinking Fountain



▼ Drinking fountain with accessible bowl and bottle filler

STANDARD MODEL

Most Dependable Fountain Inc.

> Model 10145

Satin finish stainless steel bowl

Color: Stainless Steel or Black powder-coated galvanized steel pedestal

OR CITY APPROVED EQUAL

PURPOSE

Provide drinking fountains in parks where water supply is desirable, particularly near active park sites and playgrounds.

GENERAL INFORMATION

Provide fountains with standard and wheelchair accessible drinking options.

Drinking fountains must maintain 2 feet 3 inch minimum vertical clearance and 2 feet 10 inch maximum vertical clearance from finished grade.

Drinking fountains are to be activated by a low-weight, 5 lbs or less, push-button operation mechanism located below the bowl.

Include a vandal proof panel for access to interior systems and filters on all drinking fountains.

Locate fountains along pathways on a separate concrete pad with ADA accessibility.

MATERIALS AND FINISH

Provide a drinking fountain that consists of standard steel or stainless steel for commercial and exterior use.

Provide a black powder coat drinking fountain. Provide a satin finish stainless steel for drinking fountain bubbler, bowl, and buttons.

Drinking fountain to consist of smooth welds, joints, and corners.

Provide weather resistant hinges, latches, and mechanical parts.

Include bottle fillers and hose bib on drinking fountains.

The use of recycled materials is acceptable.

INSTALLATION

Surface mount drinking fountains to hardscape surfaces per manufacturer's recommendations.

Provide a 3 feet - 4 inch minimum horizontal dimension of hardscape surface at the accessible perimeter of each fountain.

Install drinking fountains by a licensed Plumber consistent with applicable City and State codes.

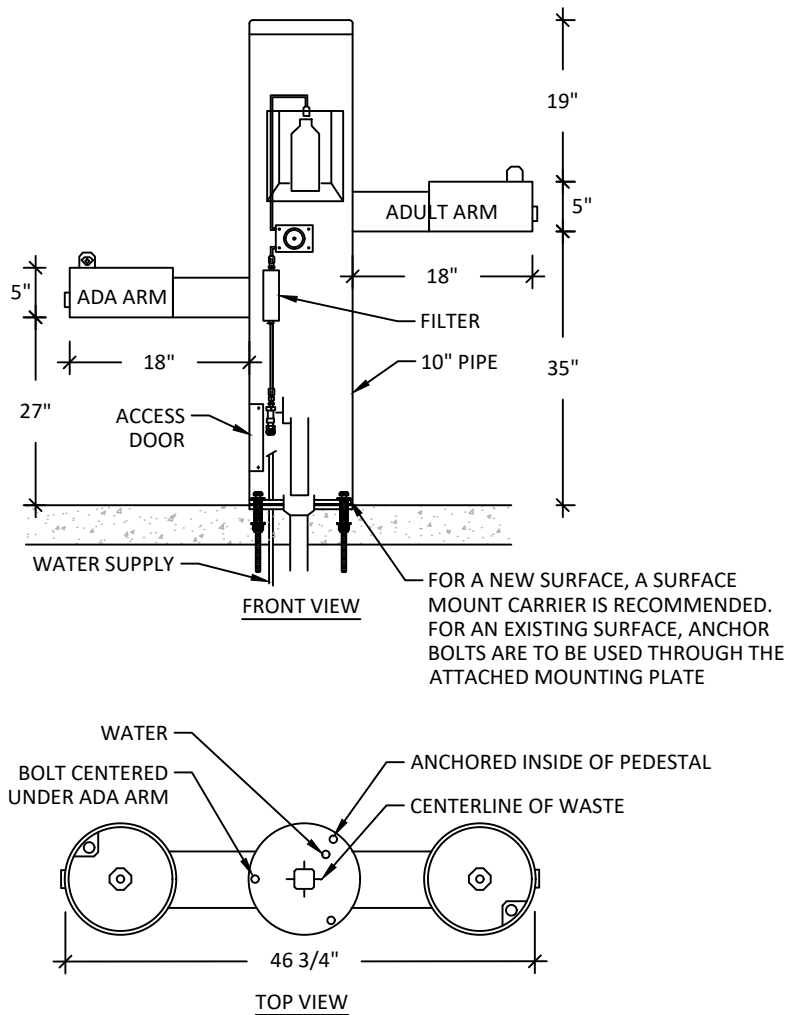
Slope the drinking fountain slab to shed water.

LIFE CYCLE EXPECTATIONS

A 1 year minimum warranty is required.

Drinking fountains are anticipated to require replacement after 5 years of normal and ordinary use.

Drinking Fountain



Drinking Fountain



Flagpole



Flagpoles

FLAGPOLE LOCATION

Flagpole locations may include but are not limited to: parks, ball fields, and municipal and or institutional buildings

PURPOSE

Install flagpoles to display local, state, and federal flags.

GENERAL INFORMATION

Use flags and flagpoles consistent with the United States Flag Code.

Flagpoles are to be 30 feet maximum vertical height unless otherwise approved by Park and Recreation Staff.

The pulley system is to be interior and accessed by a locked panel at the base of the pole.

MATERIALS AND FINISH

Construct flagpoles of seamless extruded aluminum alloy tubing, with a minimum wall thickness of 5/32 inch, and brushed satin finish.

Provide a grey medium satin polish to flagpoles. Seal flagpole flashing collar with a clear, hard-coat wax.

Flagpoles are to be designed to fly a 6 feet by 10 feet American flag, a 5 feet by 8 feet Texas State flag, and a 4 feet by 6 feet City of Angleton flag in combination.

The flag pole flying the American flag is not to exceed 30 feet in vertical height. The flag poles flying the Texas State flag, and the City of Angleton flag, is not to exceed 25 feet in vertical height.

INSTALLATION

Locate flagpoles not to conflict with active uses or with existing or proposed vegetation. Locate flagpoles adjacent to accessible hardscape surfaces.

Install flagpoles in locations that do not disrupt pedestrian traffic. Provide a 3 feet 4 inch minimum horizontal width hardscape surface adjacent to accessible pathway.

Construct concrete footings consistent with plans designed by a Professional Engineer. Slope the top of footing to shed water.

Design flagpole footings for wind loading consistent with City of Angleton code.

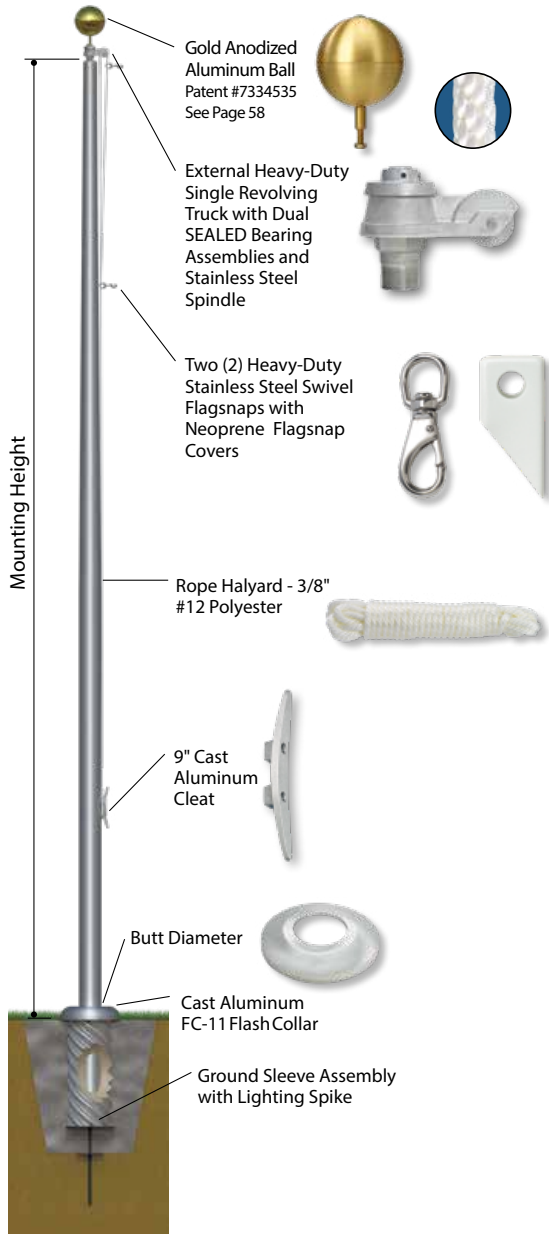
LIFE CYCLE EXPECTATIONS

A 10 year minimum warranty is required.

Flagpoles are anticipated to require replacement after 20 years of normal and ordinary use.

Flagpole

STANDARD FLAGPOLE ACCESSORIES - 6" TO 12" BUTT DIAMETERS



▼ Flagpole



Grill



Grill

STANDARD MODEL

Pilot Rock
Model: H-16

OR CITY APPROVED EQUAL

PURPOSE

Locate grills in park areas where food consumption is encouraged.

GENERAL INFORMATION

Where grills are permitted, provide at least 1 grill in each park as wheelchair accessible, and 1 accessible grill per every 5 installed. Place grills at a rate of 1 per 5 acres on concrete pads, but no less than 1 per park.

The standard grill model is Pilot Rock, Model H-16, or as approved equal by Park and Recreation Staff.

Locate grills based on prevailing winds, in relationship to pavilions or nearest picnic area, and away from overhangs, low branches, eaves, or other overhead obstructions. Locate grills to minimize impact of smoke, odors, noise, and fire in relation to adjacent uses. Place grills at a safe distance from foot traffic.

Related Standards: Trash Receptacle

MATERIALS AND FINISH

Finish is to be a non-toxic, heat-resistant flat black enamel.

Units must not contain plastic, resin, wood or unfinished metal.

Metal products must have smooth welds, joints, and corners. Joint fasteners to be embedded or sealed.

The use of recycled materials is acceptable.

FEATURES

Provide a metal scoop with each grill to dispose of ashes/coins.

Provide an anti-theft cooking grate.

INSTALLATION

Mount pedestal grills on in-ground posts. Cover adjacent grade with a surface layer of compacted stone dust 3 inches vertical depth over filter fabric and extend 4 feet in all directions from the base of the pedestal.

Provide a minimum clear space of 5-feet extending in all directions.

Mount ADA grills between 1 foot - 6 inches and 2-feet from finished grade to the cooking surface. Mount standard grills up to 4 feet from finished grade to the cooking surface.

Provide a solid surface of 4 feet by 4 feet minimum accessible area at the perimeter of each ADA grill unit on the side facing the hard surface path.

Locate grills a minimum of 15 feet from any tree trunk or structure, and 50 feet from any playground.

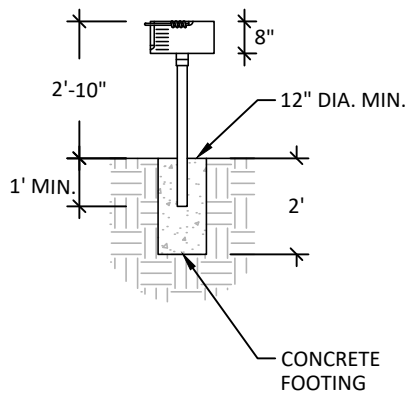
Slope the top of footing to shed water.

LIFE CYCLE EXPECTATIONS

A minimum warranty of 1 year is required.

Grills are anticipated to require replacement after 10 years of normal and ordinary use.

Grill



▼ Grill Installation Detail



Pet Fountain



Drinking fountain with accessible bowl, bottle filler, and pet bowl

STANDARD MODEL

Most Dependable Fountain Inc.

- > Model 10145 w/ Pet Fountain
- > Model 300 (when accessibility requirements and pet water systems conflict)

Satin finish stainless steel bowl

Color/Finish: Black powder coated and stainless steel

OR CITY APPROVED EQUAL

PURPOSE

Install a drinking fountain with a ground level dog fountain in parks with dedicated pet areas and other areas receiving large amounts of pedestrian traffic.

GENERAL INFORMATION

Only authorized pet fountains may be attached to standard drinking fountain systems.

Refer to Drinking Fountain standard for other applicable standards.

MATERIALS AND FINISH

Provide a pet fountain that consists of standard steel or stainless steel for commercial and exterior use.

Provide a black powder coat pet fountain. Provide a satin finish stainless steel for drinking fountain bubbler, bowl, and buttons.

Pet fountain to consist of smooth welds, joints, and corners.

Provide weather resistant hinges, latches, and mechanical parts.

Include a bottle filler and hose bib on drinking fountains.

The use of recycled materials is acceptable.

INSTALLATION

Surface mount drinking fountains to hardscape surfaces per manufacturer's recommendations.

Provide a 3 feet - 4 inch minimum horizontal dimension of hardscape surface at the accessible perimeter of each fountain.

Install drinking fountains by a licensed plumber consistent with applicable City and State codes.

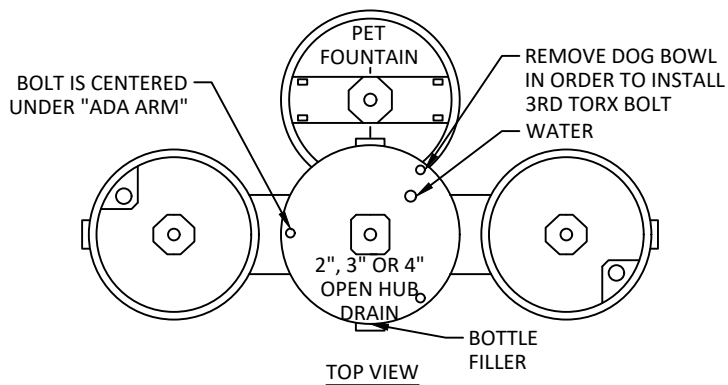
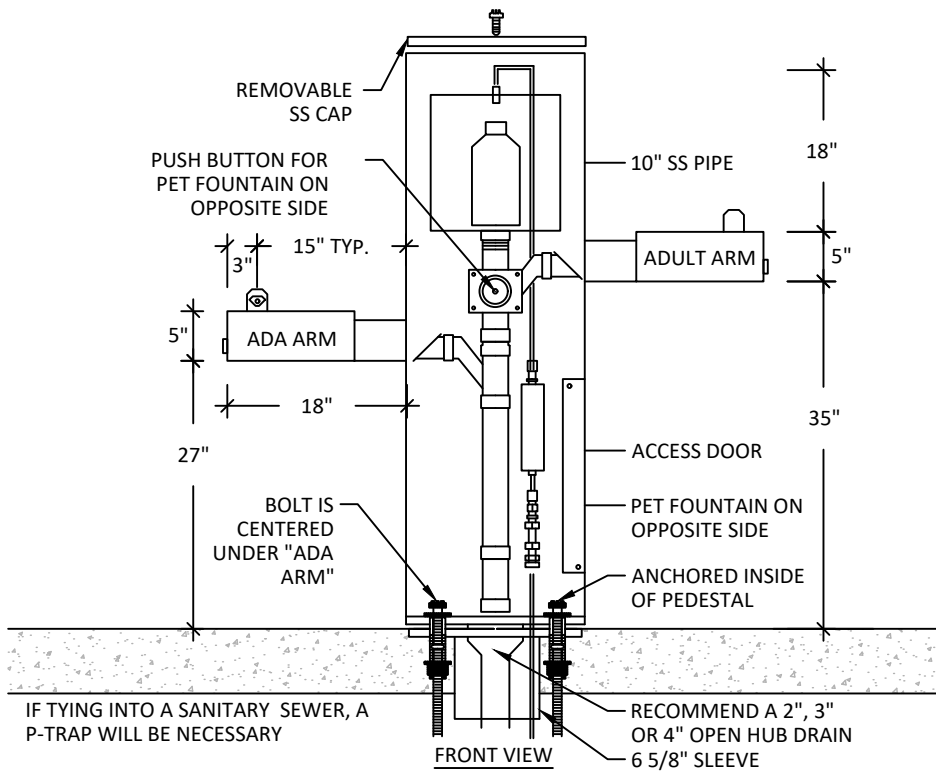
Slope the slab to shed water.

LIFE CYCLE EXPECTATIONS

A 1 year minimum warranty is required.

Pet fountains are anticipated to require replacement after 5 years of normal and ordinary use.

Pet Fountain



▼ Pet Fountain



Pet Waste Bag Dispenser



▼ Pet Waste Dispenser

STANDARD MODEL

Namco

Dispenser Model: SKU 2129

Bags Model: SKU 2124B

OR CITY APPROVED EQUAL

PURPOSE

Provide dog waste bag dispensers to encourage pet owner's to clean up after their pets.

GENERAL INFORMATION

Dog waste bag dispenser is the Namco, Doggy Do Dispenser model type, number SKU 2129.

The refillable bags is the Namco, Doggy Do Bags model type, number SKU 2124B

Related Standards: Trash Receptacle, Chain Link Fencing

MATERIALS AND FINISH

Provide a powder-coated galvanized steel post for dispensers.

Dispenser are to be hot dipped galvanized steel and powder-coated.

Pet waste bag dispensers to consist of smooth, weld joints and corners.

The use of recycled materials is acceptable.

FEATURES

Biodegradable bags is preferred.

INSTALLATION

Affix dispensers using stainless steel hardware to a 2 inch by 2 inch metal post or fencing.

Locate dispensers for convenient use including at park entrances near parking lots, at fencing enclosure gates, and as directed by Park and Recreation Staff. Locate dispensers as ADA accessible.

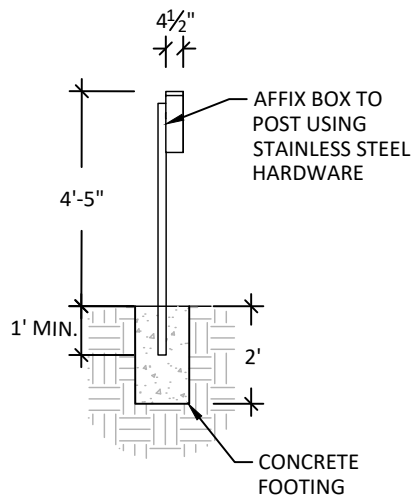
Locate a trash receptacle within 5 feet of each dispenser.

LIFE CYCLE EXPECTATIONS

A 1 year minimum warranty is required.

Pet waste bag dispensers are anticipated to require replacement after 10 years of normal and ordinary use.

Pet Waste Bag Dispenser



▼ Pet Waste Bag Dispenser Detail



Picnic Table



STANDARD MODEL

Tree Top Products, Traditional Recycled Plastic Picnic Table (8 foot length)

- > Standard Model (1ZK5530)
- > Accessible (1ZK5643)
- > Hexagon (1ZK5661)

Color: Brown Table w/ Black Frame

OR CITY APPROVED EQUAL

PURPOSE

Locate picnic tables in designated areas of parks.

GENERAL INFORMATION

Secure tables to finished grade for tip resistance.

Locate tables to permit 'walk through' access.

Accessible picnic table are to be placed at a rate of 1 per 5 acres on concrete pads, but no less than 1 per park.

Related Standards: Trash Receptacle

MATERIALS AND FINISH

Provide galvanized steel or other durable metals designed for exterior commercial use for tables.

Provide a high-quality, permanently affixed black powder coating done through a electrostatic process, or high performance thermoplastic finish for tables.

Alternative colors are subject to approval by Park and Recreation Staff.

Tables to consist of smooth welds, joints, and corners. Embed joint fasteners or seal to avoid corrosion and personal injury.

Table tops and seats to consist of extruded, UV resistant, recycled high-density polyethylene. The use of recycled materials is acceptable.

FEATURES

Picnic tables are available in multiple configurations; the standard rectangle with side benches is preferred.

Benches can be configured as an 8 feet long table with 6 feet long benches for compliance with ADA.

INSTALLATION

Mount tables with anchor bolts, or consistent with the manufacturer's recommended in-ground method.

Provide an accessible hard surface path to all picnic table areas.

Slope hard surface pad for a minimum 1% cross slope and provide minimum of 3 feet 4 inches of clearance on all sides and a minimum of 5 feet on the accessible side.

Locate tables in seasonal shade where possible. Locate a trash/recycling can within 15 feet, but 5 feet minimum from the picnic table.

LIFE CYCLE EXPECTATIONS

A 10 year minimum warranty is required.

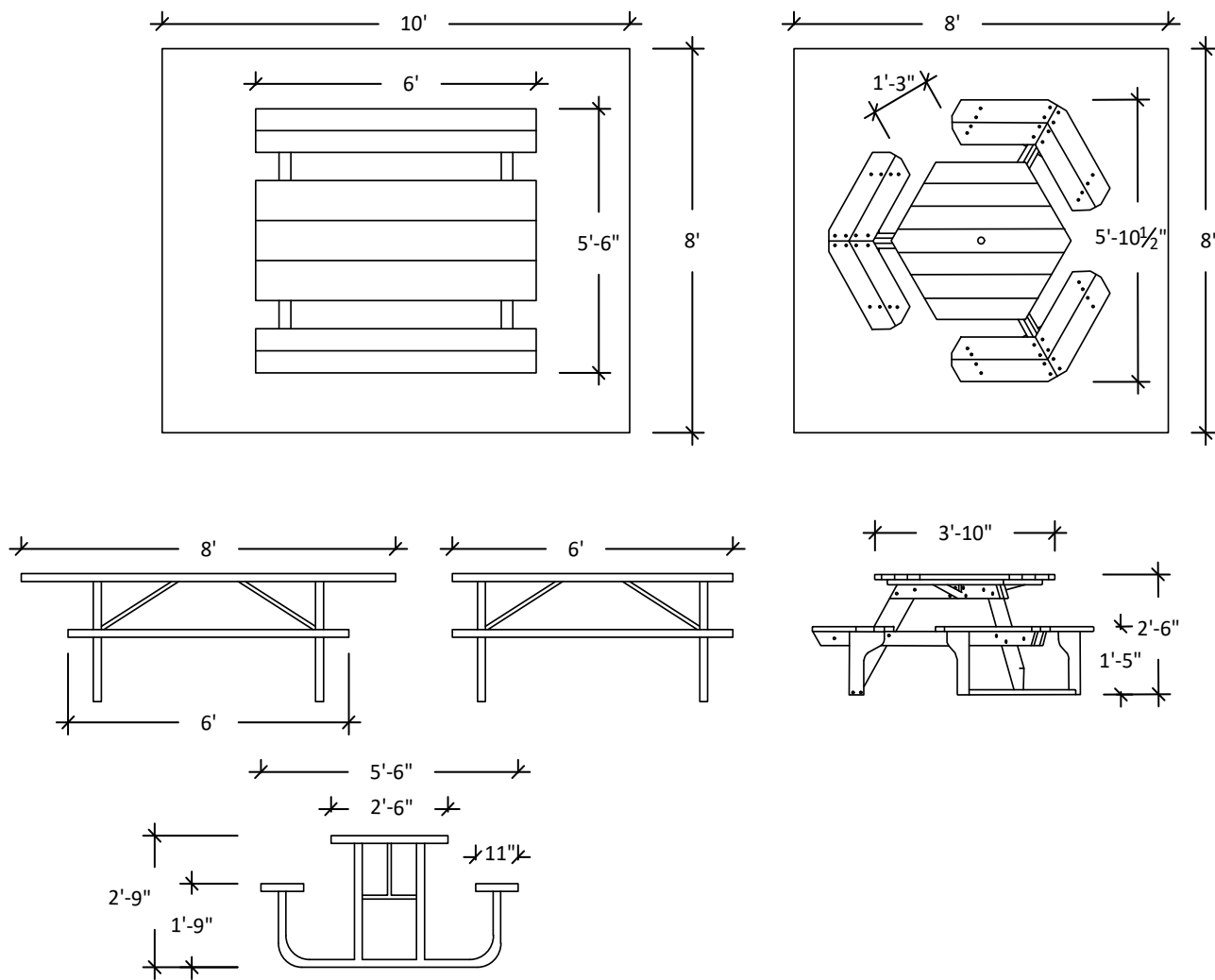
Picnic tables are anticipated to require replacement after 15 years of normal and ordinary use.

Top: Tree Top Products Standard Picnic Table

Middle: Tree Top Product Accessible Picnic Table

Bottom: Tree Top Product Hex Table

Picnic Table



Typical Picnic Table and Concrete Pad Dimensions



Trash Receptacle



Primary Trash Receptacle

STANDARD MODEL

Tree Top Products

Model: Northgate Receptacles

OR CITY APPROVED EQUAL



Secondary Trash Receptacle

PURPOSE

Provide trash receptacles at activity centers, trail heads, and other high-traffic areas within and around the park to encourage visitors to maintain a clean park.

GENERAL INFORMATION

The primary trash receptacle model is the Tree Top Products, Northgate receptacle.

Provide matching plastic interior liners.

Locate primary trash receptacles around major facilities, plazas, recreation centers, pavilions, and other high traffic areas.

The secondary trash receptacle is a plastic barrel attached to a post with a rotating hinge.

Locate secondary trash receptacles along trails and within general open spaces such as disc golf.

MATERIALS AND FINISH

Trash receptacles to consist of sturdy, durable metal such as galvanized steel, ductile cast iron, or other metals designed for commercial and exterior use.

Finished metal to consist of high-quality, permanently affixed powder coating with smooth welds, joints and corners. Embed or seal all joint fasteners.

Provide weather resistant hinges, latches, and moving parts that are oiled at the time of purchase.

Trash receptacles are a black color.

Recycled materials are acceptable.

FEATURES

Provide a rain cover/bonnet on primary trash receptacles.

INSTALLATION

Surface mount primary trash receptacles to hard surfaces consistent with manufacturer recommendations.

Provide an accessible, hard surface area of 3 feet 6 inches by 3 feet 6 inches adjacent to pathways for primary trash receptacles. Locate trash receptacles not to impede pedestrian access.

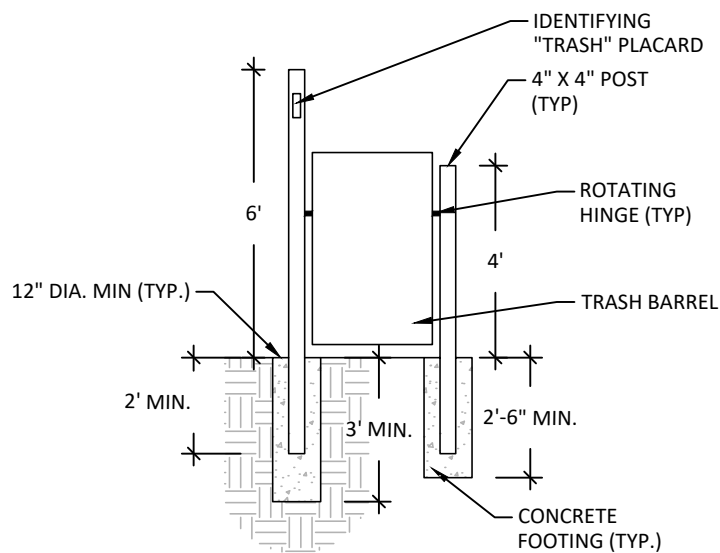
Locate all trash receptacles not to inhibit the monitoring or emptying of the contents.

LIFE CYCLE EXPECTATIONS

A 10 year minimum warranty is required.

Trash receptacles are anticipated to require replacement after 20 years of normal and ordinary use.

Trash Receptacle



▼ Secondary Trash Receptacle Detail



Bollard



Preferred Natural Bollard



Alternative Metal Bollard

ALTERNATIVE BOLLARD

Manufacturer: Post Guard

Model: 6.6" D x 36" H
Stainless Steel Bolt Down

OR CITY APPROVED EQUAL

PURPOSE

Use bollards to limit unauthorized vehicular traffic without restricting the movement of pedestrian and cyclists. Natural bollards are the preferred movement restriction method.

NATURAL BOLLARD

MATERIALS AND FINISH

Natural bollards include locally sourced boulders, trees, shrubs, or other natural material as approved by Park and Recreation Staff.

A licensed Landscape Architect in the State of Texas to approve condition of natural bollards.

INSTALLATION

Natural bollard spacing is approved by Park and Recreation Staff.

Construct natural bollards per details provided by a licensed Landscape Architect or Professional Engineer in the State of Texas

If the design accommodates other obstructions, such as light poles or signage, these elements may contribute to the bollard spacing as approved by Park and Recreation Staff.

LIFE CYCLE EXPECTATIONS

A 2 year minimum warranty is required.

Natural bollards are anticipated to require replacement only if damaged.

METAL BOLLARD

MATERIALS AND FINISH

Metal bollards to consist of smooth welds, joints, and corners.

Hinges, latches and moving parts must be weather resistant and lubricated at time of purchase.

The use of recycled materials is acceptable.

FEATURES

In instances where a chain will provide an additional barrier, an eye-bolt is required.

Mounting options are permanent embedded, surface bolted, and/or sleeved/removable.

INSTALLATION

Metal bollards spacing is 3 feet - 6 inches minimum horizontal distance.

Collar relief from the surface cannot exceed 1/4 inch.

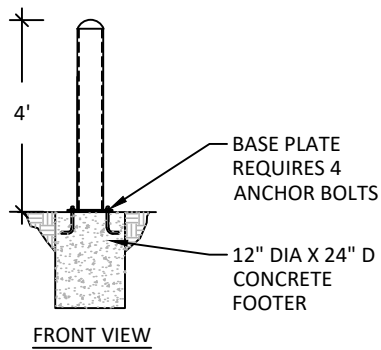
Where authorized and emergency access is needed, removable install is acceptable. Install a sleeve/casing 3 feet vertical depth minimum below finish grade. Secure removable bollards with lock and key.

LIFE CYCLE EXPECTATIONS

A 5 year minimum warranty is required for metal bollards.

Metal bollards are anticipated to require replacement after 15 years of normal and ordinary use.

Bollard



▼ *Alternative Metal Bollard*



03. FENCING



- › Chain Link Fence
- › Metal Fence
- › Wood Enclosure

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Chain Link Fence



Chain link fencing

GENERAL INFORMATION

Fence heights vary per use:

- > 4 feet maximum height (playground and use-separation fences)
- > 4 feet (baseball/softball field perimeter for ages 12 and under)
- > 6 feet (baseball/softball field perimeter for ages 13 and up)
- > 12 feet (ball courts).

Additional 15 feet maximum temporary netting is permitted around baseball/softball fields.

Park areas greater than 1/2 acre with fencing must have 2 entry points minimum.

Provide 4 feet minimum horizontal width pedestrian entrances.

FEATURES

Provide a "Poly-Cap" system on the top rail for fencing around diamond outfields.

Provide a lockable fork latch for single gates and a cane rod on double gates. Include a 2 feet horizontal width threshold the full length of the gate and posts.

Provide a 4 feet minimum width for single gates. Affix gate hinges to posts via clamps and pins that ensure hinges do not rotate on the post.

Provide 16 feet minimum horizontal width for maintenance access gates. Width variations may be approved by Park and Recreation Staff. Affix hinges to gate posts via clamps and pins that ensure hinges do not rotate on the post.

Include double entrance gates in order to provide leashing area for dog parks.

PURPOSE

Chain link fences are to be used to separate athletic fields, ball courts, playgrounds and active recreation play areas from adjacent uses, and to secure property boundaries.

LIFE CYCLE EXPECTATIONS

A 5 year minimum warranty is required.

Chain link fencing is anticipated to require replacement after 15-20 years of normal and ordinary use.

MATERIALS AND FINISH

Provide a black in color and matte finish fencing.

Chain link fabric is PVC coated, Class 2b, thermally fused and bonded.

Provide a core wire diameter of 9 gauge for chain link fabric. Provide a 2 inches diamond mesh without knots or ties, except as knuckling at the top and bottom of the fabric.

Provide 6 inch outside diameter posts for corner and terminal posts. Provide 2-1/2 inches outside diameter line posts. Provide 1-5/8 inch outside diameter rails/braces.

A top and bottom rail is required for chain link fencing. A middle rail is required for fencing exceeding 6 feet in height.

INSTALLATION

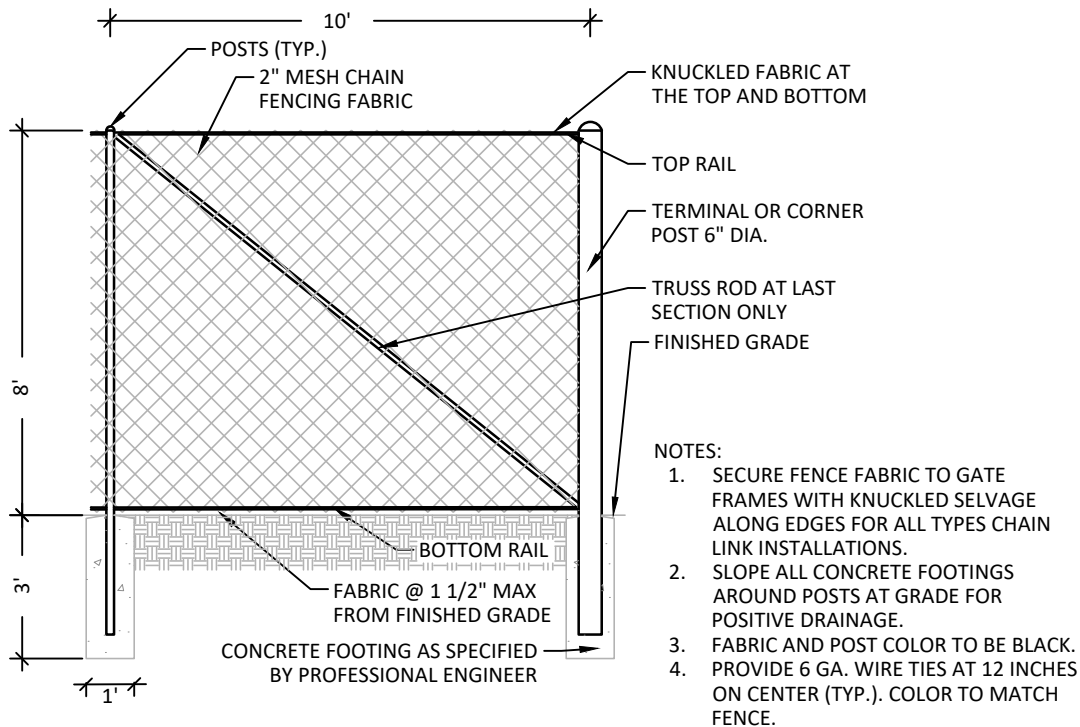
Fence posts and supports must be located outside the field of play for athletic facilities.

Fences must be permanently mounted into concrete footings, 1 foot-6 inches minimum diameter, 3 feet minimum depth. Top of footing is to be sloped to shed water.

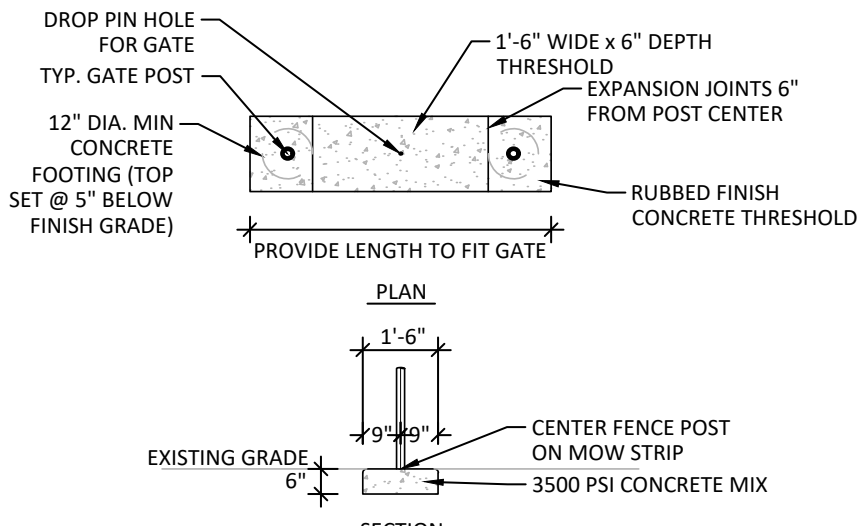
Footings must be installed flush to adjacent finish grade.

Fence fabric knuckling is to be installed 1-1/2 to 2 inches height above surrounding finish grade.

Chain Link Fence



Chain Link Specification



Chain Link Concrete Threshold



Metal Fence



▼ Metal fencing

METAL FENCING

Ameristar Fencing - Echelon Plus

PURPOSE

Provide metal fencing in historic districts and special conditions of park use.

GENERAL INFORMATION

Do not exceed 6 feet vertical height for metal fences.

For use-separation, provide a 3 feet - 6 inches minimum vertical height.

Provide a 4 feet minimum horizontal width for pedestrian entrances.

MATERIALS AND FINISH

Metal fence is black in color.

Provide 2-1/2 inch minimum square line posts with a 14 gauge wall thickness, constructed of steel or other durable metal designed for exterior use.

Provide 3/4 inch minimum solid bar pickets constructed of steel or other durable metal designed for exterior use.

Provide 3 inches square steel tubing, with a 3/16 inch wall thickness for corner and terminal posts.

FEATURES

Provide a newell post ball cap sized to fit post top.

Provide a lockable fork latch for single gates. Provide a cane rod for double gates. Include diagonal bracing for gates.

INSTALLATION

Provide shop drawings of fencing fabrication for approved by Park and Recreation Staff.

Permanently imbed fencing posts in concrete footings.

Install top of footer flush to adjacent finish grade. Slope top of footing to shed water.

Bottom of pickets not to exceed 2 inches maximum vertical height from the surrounding finish grade.

Fence panels are to step panel-to-panel, do not slope panels with the topography of the site.

LIFE CYCLE EXPECTATIONS

A 10 year minimum warranty is required.

Metal fencing is anticipated to require replacement after 20-30 years of normal and ordinary use.

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Wood Enclosure



▼ Cedar Wood Dumpster Enclosure

PURPOSE

Provide a solid board fence to create a physical/visual barrier surrounding dumpster areas only.

GENERAL INFORMATION

Solid board fences are 6 feet maximum vertical height.

Solid board fences consist of 8 inch by 1 inch (nominal dimensions) mounted horizontal to finish grade.

Board to board spacing not to exceed 1/8" inch.

Support posts are 6 inch by 6 inch (nominal sizes) square posts throughout.

Do not impede pedestrian access with wood enclosure.

MATERIALS AND FINISH

Provide pressure-treated cedar wood or as approved by Park and Recreation Staff.

Pressure-treated lumber treated with Chromated Copper Arsenate (CCA) is prohibited.

Provide stainless steel hardware.

Provide post top metal cap sized to fit post top.

Stain cedar wood a teak color. Paint steel posts black.

Fences with a decorative lattice or other patterns are prohibited.

LIFE CYCLE EXPECTATIONS

A 5 year minimum warranty is required.

Wood enclosures are anticipated to require replacement after 20 years of normal and ordinary use or if damaged.

INSTALLATION

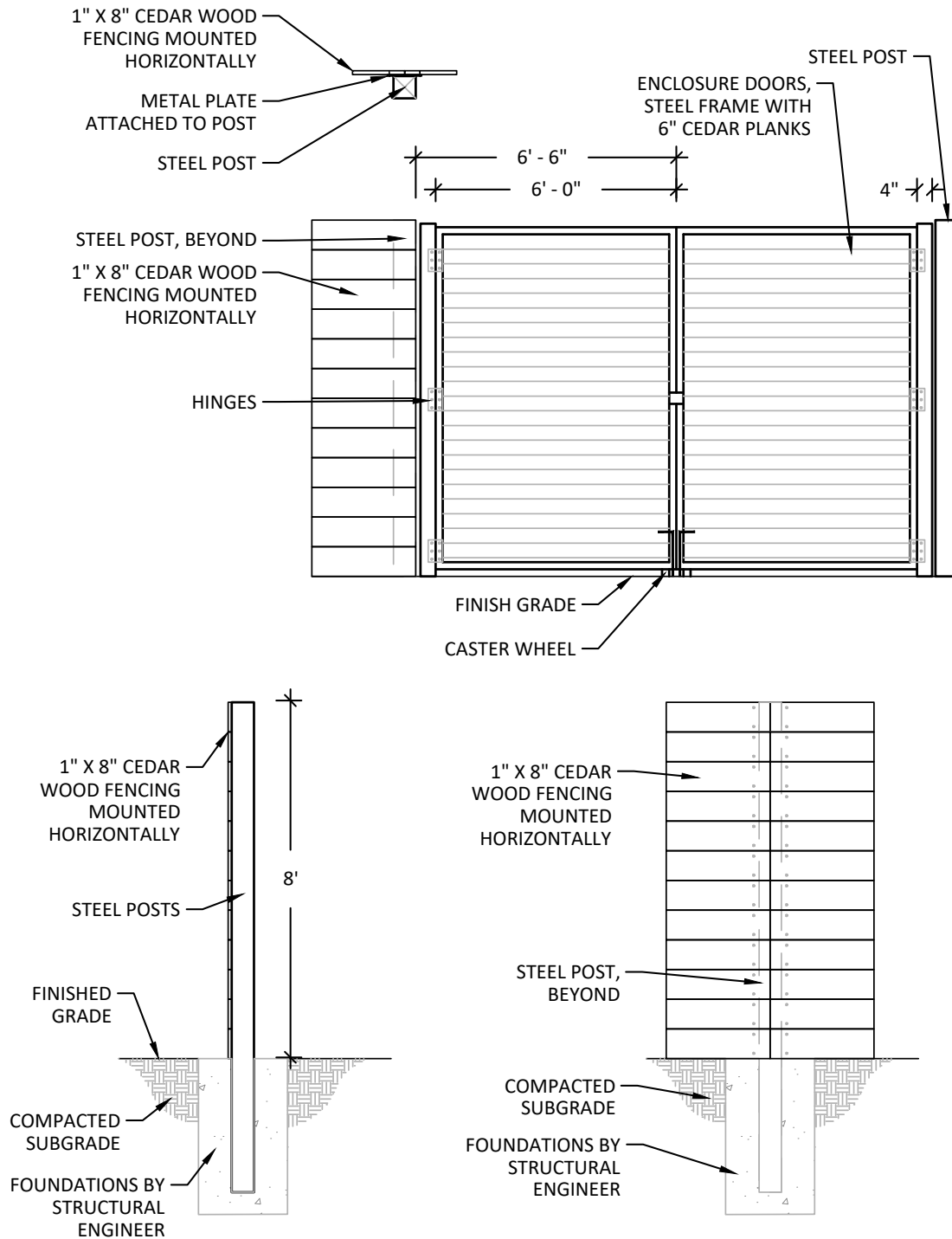
Mount fence posts in concrete. Footing size is 1 foot - 6 inches minimum diameter, 3 feet minimum depth. Install footing top flush with finished grade. Slope the top of footing to shed water.

Do not obstruct the view of parks and activity centers from public right-of-way.

Bottom of fence to be 1 inch maximum vertical height from the finish grade.

Fence panels are to step panel-to-panel, do not slope panels with the topography of the site.

Wood Enclosure



Wood Enclosure Details



04. PAVING



- › Concrete Sidewalk
- › Crushed Stone Trail
- › Deck / Boardwalk
- › Foot Bridge
- › Natural Trail
- › Parking Lot
- › Park Walkways / Trails

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Concrete Sidewalk



▼ Concrete Sidewalk

TYPICAL DIMENSIONS

Primary pathways: 10 feet in continuous width.

Secondary pathways: 6 feet in continuous width.

PURPOSE

Provide concrete paving materials for non vehicular circulation where a rigid system is desired.

GENERAL INFORMATION

Concrete materials including Portland cement, admixtures, aggregates, and reinforcement to comply with ASTM C-150 standards for Type I concrete.

Paved frontage with curbs and gutters for all required street frontages abutting the outside perimeter of the parkland.

Install a 4 foot minimum concrete sidewalk around play surfaces and along all street frontage of the park.

Trails designed and installed within the park to consist of 10 foot wide concrete trails for primary pathways and 6 foot wide concrete trails for secondary pathways.

All improvements to be reviewed by Texas Registered Accessibility Specialist and approved for compliance with the American Disabilities Act.

MATERIALS AND FINISH

Design mixes to appropriate project conditions, weather, site test results, and materials.

Finish exterior concrete pavement with a light broom finish perpendicular to travel direction unless otherwise specified.

Test concrete mixes for compressive strength, slump, and air content.

FEATURES

Include reinforcement, as determined by the Geotechnical or Professional Engineer.

Include integral color or decorative aggregate throughout the pavement section as approved by Park and Recreation Staff.

INSTALLATION

Include expansion and saw-cut control joints with concrete pavement.

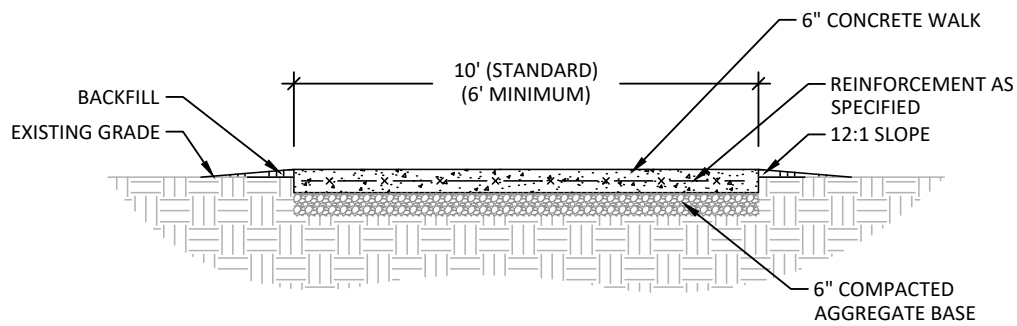
Forms and form release agents may be applied to appropriate concrete mixes and finishes, but must not impair subsequent treatment of the concrete.

Construct concrete pavement with a 2% minimum to 4.5% maximum slope, with a 1.5% cross slope.

LIFE CYCLE EXPECTATIONS

Pavement is anticipated to require replacement after 20-30 years of normal and ordinary use with regular maintenance.

Concrete Sidewalk



▼ Typical concrete sidewalk cross section.



Crushed Stone Trail



Crushed stone trail at Freedom Park

TYPICAL DIMENSIONS

Primary pathways: 10 feet in continuous width.

Secondary pathways: 6 feet in continuous width.

PURPOSE

Provide crushed stone trails in environmentally sensitive and natural areas where pedestrian access is desired.

GENERAL INFORMATION

Walkways: 10 feet minimum width

In certain circumstances, the use of a 6' wide path may be appropriate for minor connections, as approved by Park and Recreation Staff.

Provide a 4 foot wide shoulder on trails for horseback riding.

MATERIALS AND FINISH

Construct crushed stone trails to consist of a range of particle sizes, from fine dust to 3/8 inch maximum. Locally source stone. Over 90% of stone to pass a 3/8 inch sieve analysis.

Construct a 2 inch minimum crushed stone depth with a 6 inch compacted aggregate base.

Stone color is a grey mix/blend or as approved by Park and Recreation Staff.

FEATURES

Clean stone mix from all debris and sharpened stone pieces.

INSTALLATION

Adjacent trail construction standard clearing limits is as follows:

- > Clear brush and branches within 3 feet of the trail and overhead, to a 9 feet minimum vertical height.
- > Remove all roots and organic debris to a depth of 4 inches, where appropriate.

Construct a 2% cross-slope in sub-grade materials and compact aggregates to Geotechnical or Professional Engineer specifications.

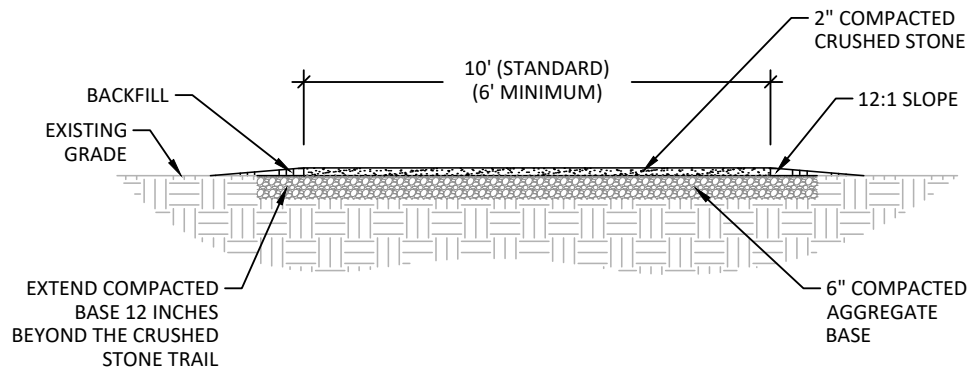
All tree work required for boardwalk install is performed or supervised by an ISA Certified Arborist.

LIFE CYCLE EXPECTATIONS

Crushed stone are anticipated to require replacement after 10 years of normal and ordinary use.

Replace crushed stone on an as-needed basis for areas of washout or erosion.

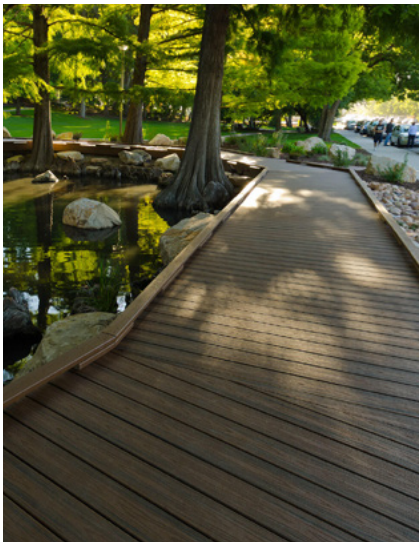
Crushed Stone Trail



▼ Crushed Stone Trail



Deck / Boardwalk



▼ Boardwalk

PURPOSE

Provide elevated structures, such as decks and boardwalks, where water bodies, unstable ground conditions, elevation changes, or other site conditions impede access, or for elevated pathways over protected natural scenic areas.

GENERAL INFORMATION

Construct structures and foundations consist with plans designed by a Structural Engineer licensed in the State of Texas.

Perform a subsurface and hydrologic investigation to inform structural designs.

Provide railings and handrails on elevated structures.

Provide a geotechnical report prior to structural design.

GENERAL INFORMATION CONTINUED

Design to floodplain performance requirements when decks, boardwalks, bridges, or other structures are located within the 100-year FEMA/FIRM floodplain.

Design structures to loading requirements. Loads include but are not limited to, dead, live, concentrated, vehicle, wind, and snow. Design structures to accommodate lightweight construction equipment and vehicles.

Design decks, boardwalks, bridges, or other structures consistent to the most current City parkland dedication ordinances, land development code, or other applicable standards within this document.

FEATURES

A 6 feet minimum horizontal clear width is required for all boardwalk and/or structures. Other features, such as handrails, load signs, limitations of vehicle load, and/or limitations of pedestrian/bike traffic, may be added as approved by Park and Recreation Staff.

MATERIALS AND FINISH

Deck and boardwalk materials to consist of marine grade weathering steel, fiberglass, composite resin, concrete or silicate impregnated lumber.

MATERIALS AND FINISH

Provide decking materials that are slip resistant.

Use wood materials on a limited basis. If wood is used, install crown side up. Hardwoods or silicate impregnated lumber must be approved by Park and Recreation Staff.

Construct concrete piling foundations with footing tops sloped to shed water.

Provide stainless-steel hardware.

INSTALLATION

Provide shop drawings to Park and Recreation Staff for approval prior to install.

Provide smooth approaches and transitions consistent to the current accessible standards. Transitions can not exceed 1/2 inch vertical dimensions.

Place deck planks perpendicular to travel direction.

Tree work required for boardwalk installation is performed or supervised by an ISA Certified Arborist.

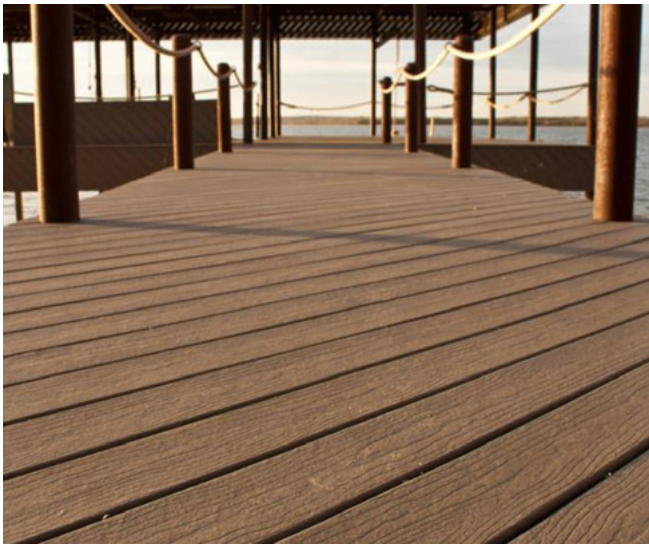
LIFE CYCLE EXPECTATIONS

A 10 year minimum warranty is required for natural woods.

A 10 year minimum warranty is required for synthetic materials.

Decking is anticipated to require replacement after 15 years based on normal and ordinary use.

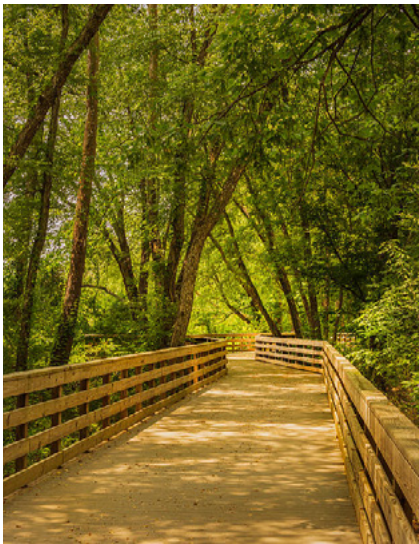
Decks / Boardwalk



▼ Composite Decking



Foot Bridge



Foot Bridge

TYPICAL DIMENSIONS

Prefabricated Bridge: 6 to 10 feet in width; clear spans from 20 to 100 feet; span-to-width ratio generally 12:1.

Where steep and unstable banks exist, add bridge length to account for bank re-grading and stabilization. Slope bank not to exceed 3:1 slope.

PURPOSE

Provide foot bridges to facilitate safe access across bodies of water, unstable ground conditions, elevation changes, or other site conditions

GENERAL INFORMATION

Construct bridges and abutments consistent to plans designed by a Structural Engineer licensed in the State of Texas.

Design bridges accounting for culverts subject to periodic flooding.

Design to floodplain performance requirements when decks, boardwalks, bridges, or other structures are located within the 100-year FEMA/FIRM floodplain.

Perform a subsurface and hydrologic investigation to inform structural designs.

Provide a geotechnical report prior to structural design.

Design structures to loading requirements. Loads include but are not limited to, dead, live, concentrated, vehicle, wind, and snow. Design structures to accommodate lightweight construction equipment and vehicles.

MATERIALS AND FINISH

Materials for foot bridges include:

- > Composite Wood
- > Concrete or timber abutments, treated for water contact
- > Stainless steel hardware

Paint or stain finish as approved by Park and Recreation Staff.

Provide deck material that is slip resistant. Slope bridge surfaces to shed water.

FEATURES

Provide railings and handrails on elevated structures.

Stabilize side slopes; side slopes not exceed 3 to 1 slope. Provide wing walls as necessary.

INSTALLATION

Provide shop drawings to Park and Recreation Staff for approval prior to installation.

In remote or difficult to access locations, assemble bridges on-site.

Locate utilities within the bridge structure or hidden from external view.

Place deck planks perpendicular to travel direction.

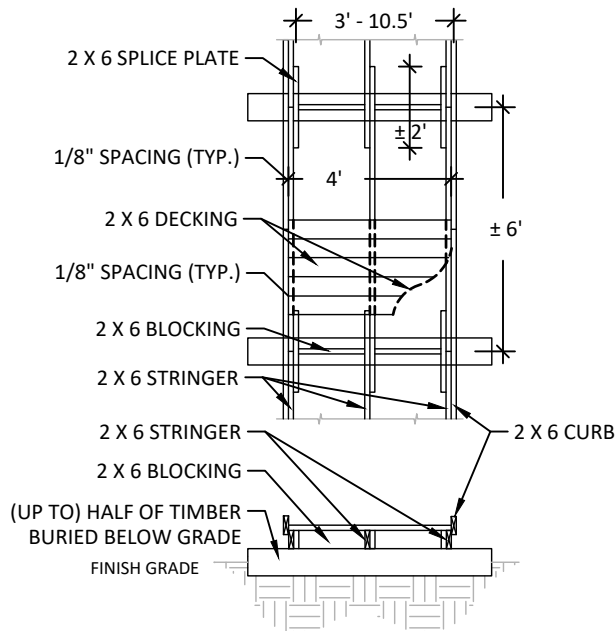
Tree work required for foot bridge installation is performed or supervised by an ISA Certified Arborist.

LIFE CYCLE EXPECTATIONS

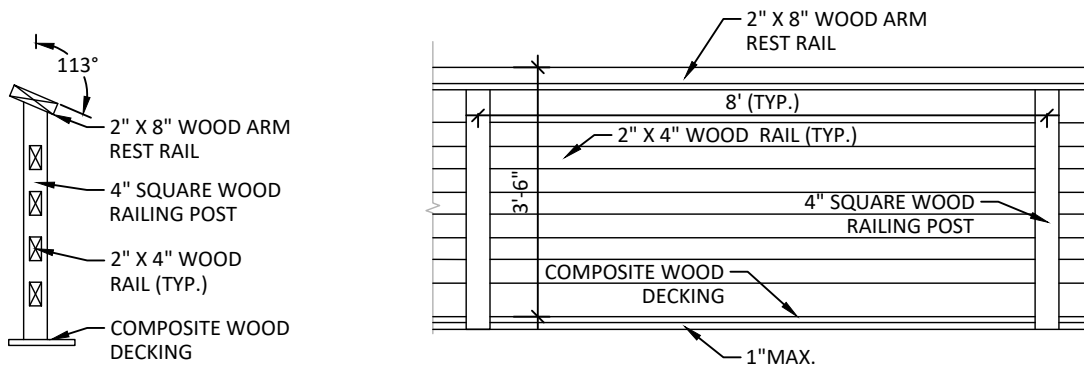
A 10 year minimum warranty for structural components and systems is required.

Bridges are anticipated to require replacement after 30 years based on normal and ordinary use.

Foot Bridge



▼ Raised Wooden Walkway



▼ Railing Section and Elevation



Natural Trail



Nature trail

TYPICAL DIMENSIONS

Primary trails: 10 feet in continuous width.

Secondary trails: 6 feet in continuous width.

PURPOSE

For use in environmentally sensitive areas where pedestrian access is desired.

GENERAL INFORMATION

Walkways: 10 feet minimum width

In certain circumstances, the use of a 6' wide path may be appropriate for minor connections, as approved by Park and Recreation Staff.

Provide a 4 foot wide shoulder on trails for horseback riding.

Conduct an environmental impact study by a licensed Environmental Engineer in the State of Texas prior to design to limit disturbance to any environmentally sensitive areas.

Design and install natural trails to meet standards approved by Park and Recreation Staff, in accordance with related federal, national, state or local codes including, but not limited to, the following:

- > United States Department of Agriculture Accessibility Guidebook for Outdoor Recreation and Trails
- > United States Forest Service Trail Accessibility Guidelines

MATERIALS AND FINISH

Provide a 2" depth decomposed granite, aggregate base course, and compacted sub-grade for primary pathways.

Provide a 2" depth decomposed granite, and compacted sub-grade for secondary pathways.

Provide a brown mix/blend of granite fines or as approved by Park and Recreation Staff.

FEATURES

Provide clean friable fines free of debris and other foreign objects.

Provide wayfinding signs, bike racks, and lighting at trail heads and intersections or as directed by Park and Recreation Staff.

INSTALLATION

Adjacent trail construction clearing limits are as follows:

- > Clear brush and branches within 3 feet of the trail and to 9 feet minimum vertical height.
- > Remove all stumps, roots and organic debris to a depth of 4 inches.

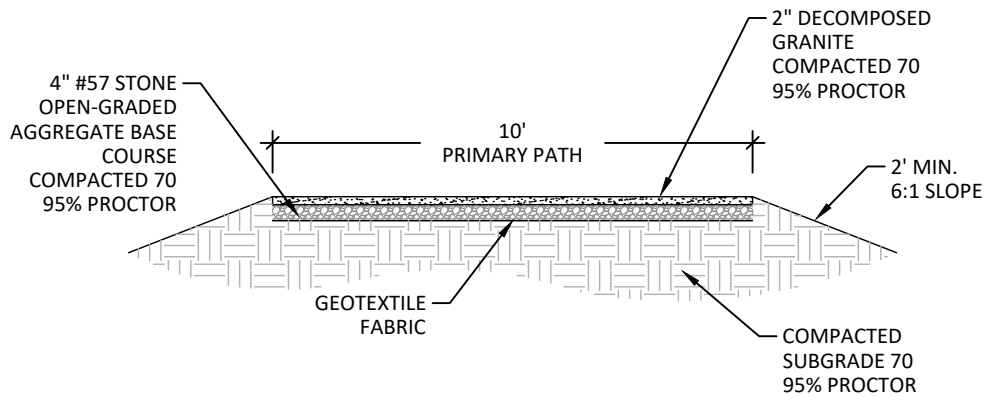
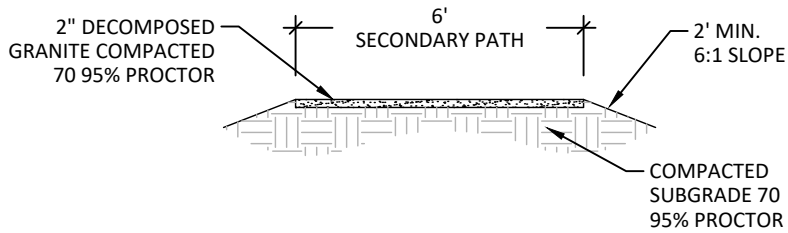
Construct a 2% cross-slope in sub-grade materials and compact aggregates to Geotechnical or Professional Engineer specifications.

LIFE CYCLE EXPECTATIONS

Granite fines are anticipated to require replacement every 10 years for normal and ordinary use.

Replace granite fines on an as-needed basis for areas of washout or erosion.

Natural Trail



▼ Natural Trail Section



Parking Lot



Concrete Parking Lot at Bates Park

GENERAL INFORMATION

A variety of paving options exist within the Angleton park system. Parking requirements will vary depending on park size.

Design parking lots to comply with the following:

- > City of Angleton Zoning Ordinance, most recent edition
- > AASHTO's policy of Geometric Design of Highways and Streets, most recent edition
- > Americans with Disabilities Act
- > Designed by a licensed Professional Engineer or Landscape Architect in the State of Texas

SAFETY

Provide infrastructure in parked vehicle areas for safe pedestrian routes including walkways, narrowed crosswalks, and striped paving.

Provide landscaping to separate, but maintain visibility, between pedestrian paths and vehicle paths.

Construct parking lots with a 2% minimum to 4.5% maximum slope, with a 1.5% cross slope.

LIFE CYCLE EXPECTANCY

Pavement is anticipated to require replacement after 20-30 years of normal and ordinary use with regular maintenance.

LOW IMPACT DEVELOPMENT (LID) STANDARDS

Provide methods of storm water management, such as LID techniques, into parking lots. These include:

- > Create bio-retention cell(s) with under drain(s) and landscaping in terminal parking islands.
- > Create bio-retention cells or drainage inlets (or curb cuts) in the terminal parking islands.
- > Create bio-retention cells and bio-retention strips to collect runoff between head-in parking.
- > Create bio-retention cells between lines of parking stalls to increase the total treatment surface area of these systems.
- > One-way drive aisles to reduce impervious surfaces, as approved by Park and Recreation Staff.
- > Permeable paving systems as approved by Park and Recreation Staff. Where permeable paving is not feasible in the entire parking lot, consider portions of the parking lot such as overflow areas and/or parking stalls.

BICYCLE FACILITIES

Provide bicycle lanes and parking at ingress and egress routes.

PURPOSE

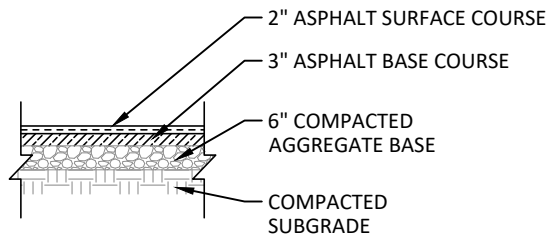
Design parking lots to provide safe and convenient access to the site and its facilities.

ENTRANCES/EXITS

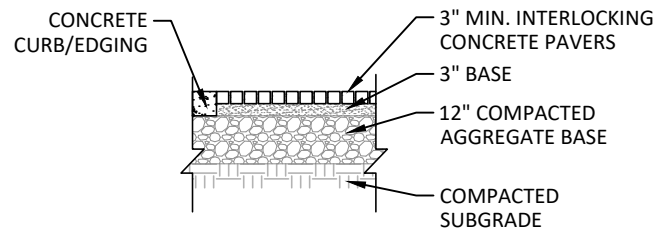
Provide a clear visibility zone at entrances and exits. The zone will vary due to adjacent street widths and speeds.

Locate entrances and exits directly across from or as far as possible from street intersections. Provide paved frontages with curbs and gutters abutting the outside perimeter of the park.

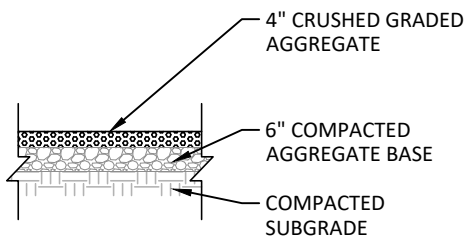
Parking Lot



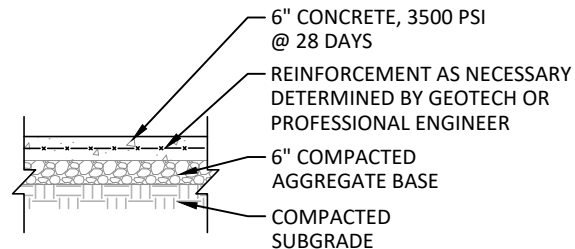
▼ Asphalt Parking Lot



▼ Pervious Parking Lot



▼ Gravel Parking Lot



▼ Concrete Parking Lot

ASPHALT PARKING LOT

USE: General standard for most applications.

EDGING: Preferred encroachment barriers include wheel stops or continuous concrete curbing of at least 6 inches in height.

STALL WIDTH: Standard parking space size is 9' x 20'. Install standard white thermoplastic striping to delineate all stalls.

ACCESSIBILITY GUIDELINES: Provide a minimum of two 8' x 20' parking stalls with a central van accessible area.

PERVIOUS PARKING LOT

USE: For use in environmentally sensitive areas or where a pervious pavement application is desired.

EDGING: Preferred encroachment barriers include wheel stops or continuous concrete curbing at 6 inches vertical height.

STALL WIDTH: Standard parking space size is 9' x 20'. Install standard white thermoplastic striping to delineate stalls if paving material allows. Otherwise, install contrasting color pavers, or alternate patterns to delineate stalls.

ACCESSIBILITY GUIDELINES: Consistent with asphalt parking lot.

GRAVEL PARKING LOT

USE: Gravel parking areas are acceptable low traffic and/or temporary parking areas, as approved by Park and Recreation Staff.

EDGING: Provide wheel stops for parking spaces.

STALL WIDTH: Standard size parking spaces are 9' x 20'.

ACCESSIBILITY GUIDELINES: Consistent with asphalt parking lot. Delineate spacing as stated above.

CONCRETE PARKING LOT

Concrete may be used for vehicular circulation as approved by Park and Recreation Staff.

Design parking lot consistent with consistent with asphalt parking lot specifications.

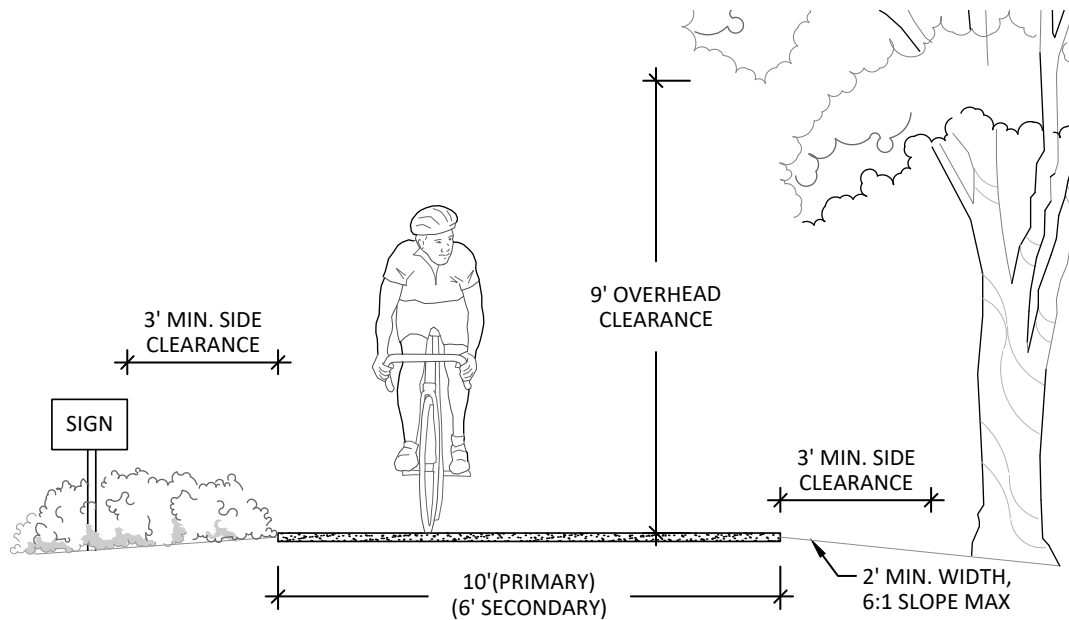
Concrete materials include Portland cement, admixtures, aggregates and reinforcement consistent with ASTM C-150.

Test concrete for compressive strength, slump, and air content. Construct expansion and saw-cut control joints per Professional Engineer specifications.

Include steel reinforcement as determined by the Geotechnical or Professional Engineer. Reinforcement materials to comply with ASTM standards.



Park Walkways / Trails



Shared Pathway



Bike Pathway

PURPOSE

This section establishes standards for public walkways, trails, and internal pedestrian circulation systems that provide safe pedestrian access.

GENERAL INFORMATION

For additional information related to the development of safe trail facilities, refer to the most recent edition of the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities.

FEATURES

Provide continuous internal pedestrian walkways from the public walkway or right-of-way to the main entrance of buildings and active amenity areas on the site. Connect walkways to pedestrian activities including transit stops, street crossings, buildings, and major site amenities.

Provide a 9 feet minimum overhead clearance from any obstruction for all pathways. If the pathway is a fire lane, minimum overhead clearance is 14 feet.

Primary trail - 10 foot width

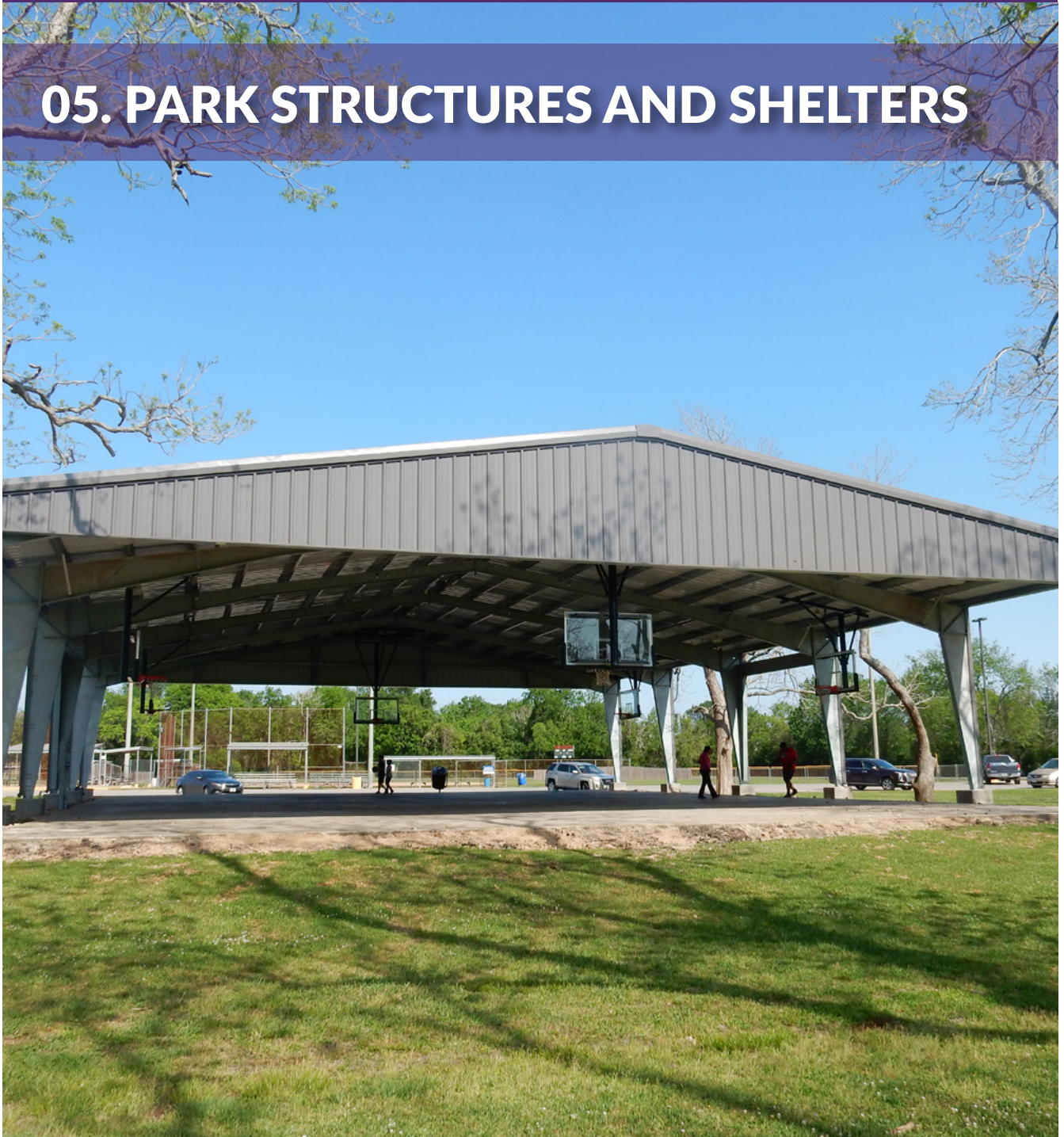
Secondary trail - 6 foot width

In certain circumstances, the use of 6' wide paths may be appropriate for minor connections as approved by Park and Recreation Staff.

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05. PARK STRUCTURES AND SHELTERS



- › Dugout Cover
- › Metal Shelter
- › Restroom Facility
- › Shade Canopy
- › Picnic Pavilion

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Dugout Cover / Bleacher



Black Chain Link Dugout

PURPOSE

Provide dugouts and bleachers for each diamond field for participant and spectator seating.

GENERAL INFORMATION

Provide 2 dugouts per diamond field; 1 along each foul line.

Construct bleachers to be consistent with the current building and accessibility codes including requirements for guardrails and barriers. Bleachers capacity not to exceed 50 patrons.

Related Standards: Chain Link Fencing

LIFE CYCLE EXPECTATIONS

A 5 year minimum warranty is required for dugout cover and bleacher.

Dugouts are anticipated to require replacement after 20 years of normal and ordinary use.

Bleachers are anticipated to require replacement after 10 years of normal and ordinary use.

PRIMARY DUGOUT STYLE

MATERIALS AND FINISH

The primary dugout style is a metal frame structure.

Corrugated metal roof is required on primary dugouts.

Provide black colored, metal roofs with exposed powder coated metal fascia's on all sides.

Chain link fabric is PVC coated, Class 2b, thermally fused and bonded.

Provide stainless steel hardware.

SECONDARY DUGOUT STYLE

The use of the secondary dugout style must be approved by Park and Recreation Staff.

MATERIALS AND FINISH

The secondary dugout style is a wood frame structure.

Construct wood dugout consistent with the latest edition of the following guidelines and standards:

- > American Institute of Timber Construction Standards
- > Standard Specification for Glued Laminated Timber
- > American National Standard of Wood Products - Structural Glued Laminated Timber
- > American Institute of Timber Construction Inspection Manual
- > American Wood Preserver's Association Standard
- > International Building Code

All lumber to be pressure treated.

Provide architectural shingles or standing seam aluminum roof on wood dugout.

Provide stainless steel hardware.

Architectural shingles is required on secondary dugouts.

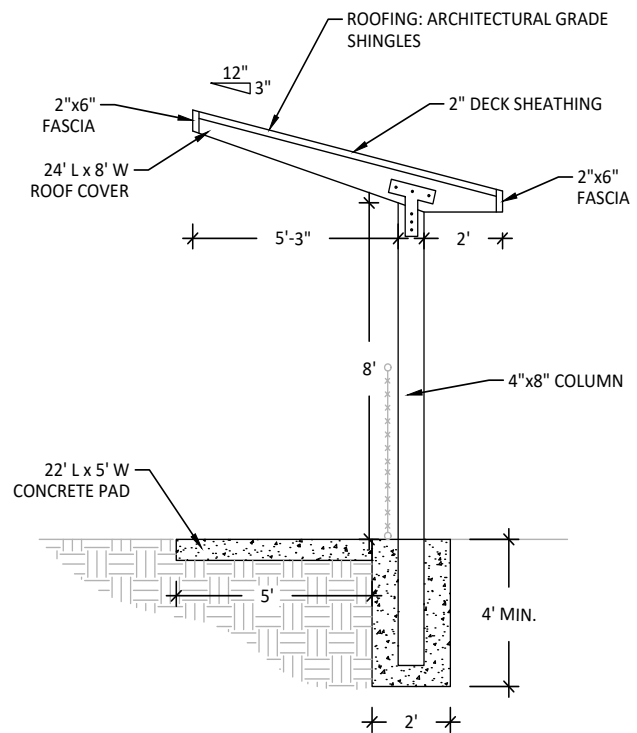
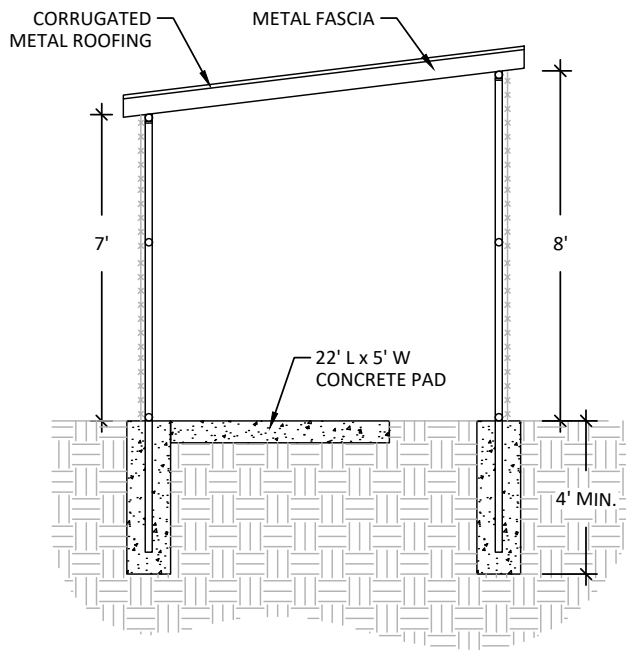
INSTALLATION

When dugouts are a pre-fabricated structure, install per the manufacturer's assembly instruction.

Provide shop drawings to Park and Recreation Staff for review prior to installation.

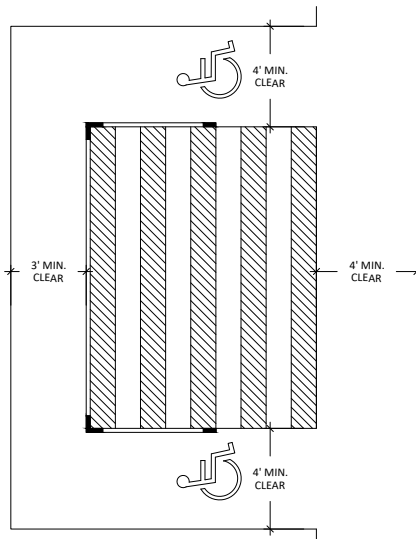
Design dugouts for wind loading consistent with City of Angleton code. Inspect dugout connections, foundations, roof, and other components every 5 years or after a high wind event.

Dugout Cover / Bleacher



Primary Dugout Style

Secondary Dugout Style



Typical Bleachers, plan view. Not to scale

BLEACHERS

The bleacher model is Belson Outdoor, Model BGS-008, or as approved by Park and Recreation Staff.

MATERIALS AND FINISH

Construct bleacher seats of anodized aluminum.

Provide a guard rail with a chain link fall barrier on bleachers with more than 5 rows of seats.

Provide slip resistant ribbed surface for bleacher treads and seats. Provide seats as a continuous bench.

Furnished assembly to be free from sharp edges, pinch points, corners or protrusions.

INSTALLATION

Comply with manufacturer's recommendations for assembly.

Install bleachers on a hardscape surface with 4 feet minimum clear horizontal distance from the edge of structure on accessible perimeter.

Where possible, install bleachers adjacent to accessible hardscape surface pathways.

Stabilize bleachers with wedge anchors.

Bleachers are anticipated to be inspected annually.



Metal Shelter



▼ Metal Shelter at Bates Park

PURPOSE

Provide metal shelters to shade activity areas and protect patrons from inclement weather.

GENERAL INFORMATION

Metal shelters are available in a variety of sizes and configurations. Size and configuration is as approved by Park and Recreation Staff.

The standard metal shelter manufacturer is RCP Shelters, or City approved equal.

Construct shelters consistent with current ADA/ADAAG standards and guidelines.

Do not impede movement of pedestrian access.

Provide at least 1 accessible covered picnic area per park. Provide covered picnic areas at a rate of 1 per 5 acres.

If a non pre-fabriacted shelter is desired, provide architectural plans designed by licensed Architect or Structural Engineer in the State of Texas.

MATERIALS AND FINISH

Provide a powder coat finish on all metal fascia's, roofs, rafters, columns and purlins of the metal shelter. Timber for interior structural components is acceptable.

Metal shelter component color is charcoal grey (SR.28 SRI 30).

Use A325 high-strength bolts, A563 structural nuts, and ASTM A307 grade anchor bolts for structural connections. Provide stainless steel for all hardware.

Stone veneer column bases may be provided as approved by Park and Recreation Staff.

Corrugated metal roof is required on metal shelters.

FEATURES

Architectural elements added to the roof, rafters, columns, fascia, or other component of the canopy must be approved by Park and Recreation Staff.

INSTALLATION

Provide shop drawings to Park and Recreation Staff for review prior to installation.

Locate metal canopies to minimize conflict with active uses or with vegetation.

Provide concrete footings consistent with manufacturer's recommendations. Slope the top of footing to shed water.

Provide a grounding device for shelters for lightning protection.

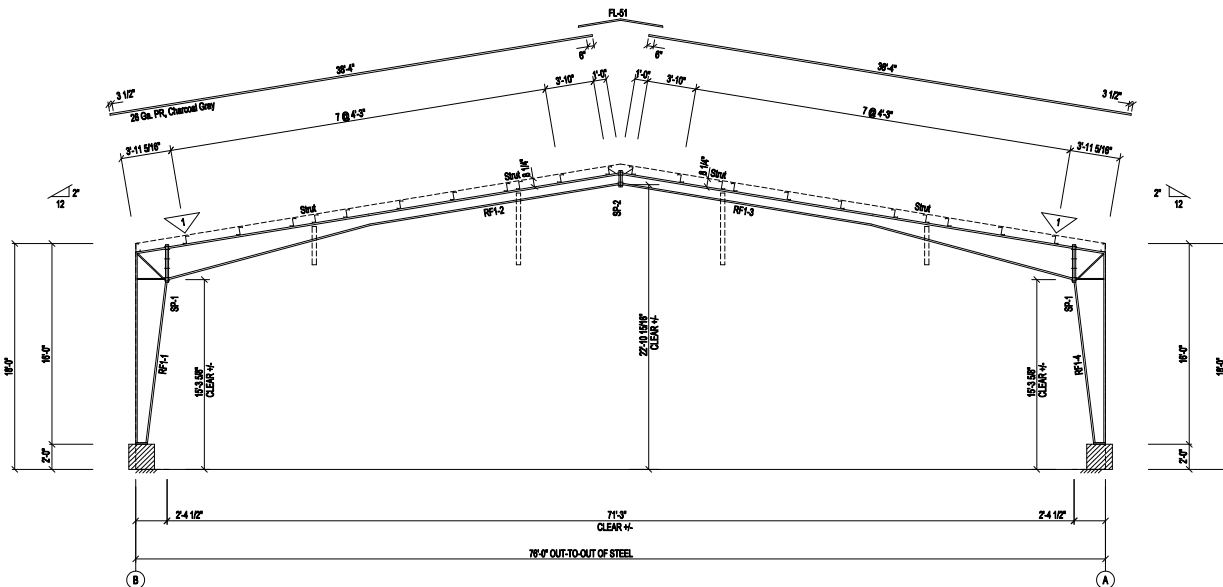
Design metal shelters for wind loading consistent with City of Angleton code. Inspect metal shelter connections, foundations, roof, and other components every 5 years or after a high wind event.

LIFE CYCLE EXPECTATIONS

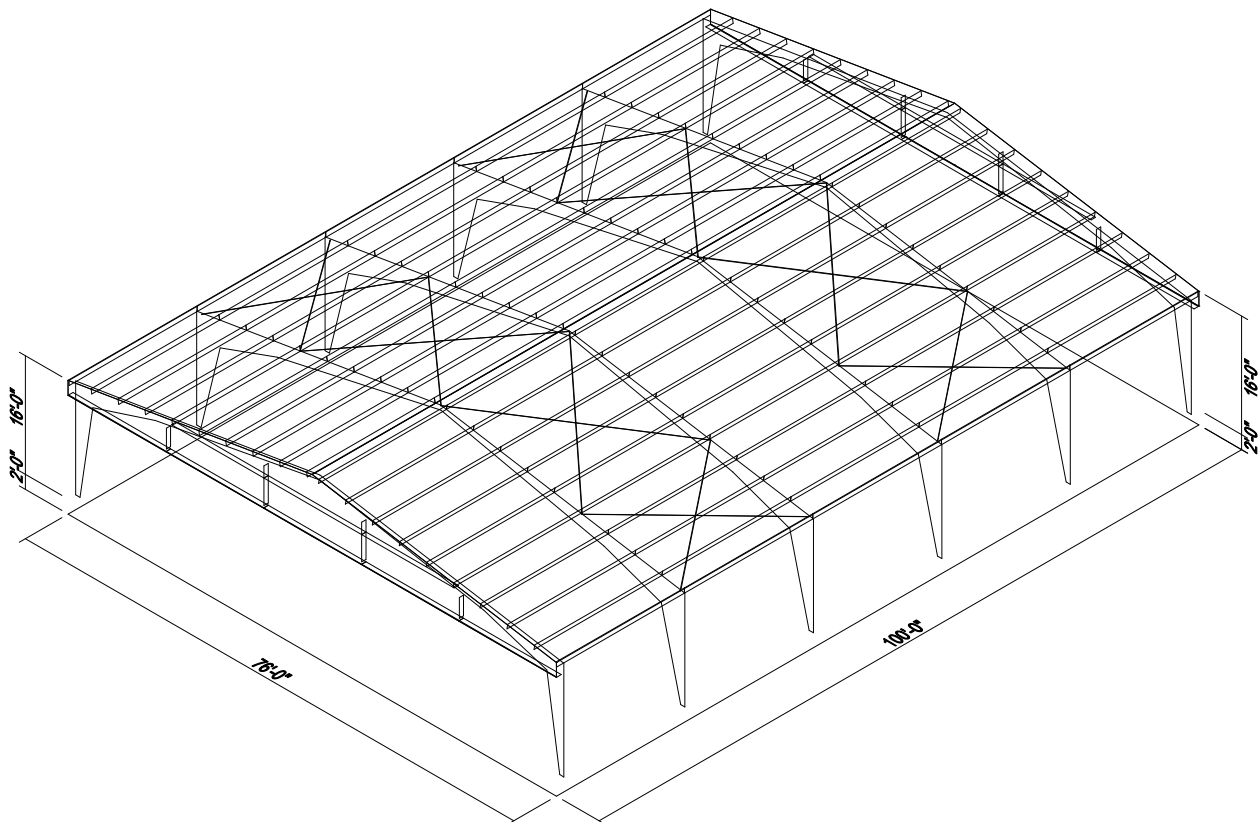
A 5 year minimum warranty is required for shade canopies.

Shade canopies are anticipated to require replacement after 20-30 years or normal and ordinary use.

Metal Shelter



▼ Bates Park Metal Shelter



▼ Bates Park Metal Shelter



Restroom Facility



Conceptual Building at Lakeside Park

PURPOSE

Restroom facilities provide convenience, shelter, and utility service in support of site programs.

GENERAL INFORMATION

Size and configuration of restroom facilities is as approved by Park and Recreation Staff. A prefabricated restroom facility is acceptable.

Site buildings to complement other facilities and the surrounding context in scale, materials, and placement.

Provide restroom facilities to City standards and be consistent with current ADA/ADAAG standards, International Building Codes, and International Plumbing Code.

Provide at least 1 restroom facility per park. Provide restroom facilities at a rate of 1 per 5 acres.

Design new restroom buildings inspired by City of Angleton Lakeside Park restroom facility.

Locate facility entrance to be clearly visible from adjacent public street or parking lot. Identify the primary entry by articulation of the building or other architectural features.

If a non pre-fabriacted building is desired, provide architectural plans designed by licensed Architect in the State of Texas.

Reference Metal Shelter standard for preferred non-prefabricated building style and materials.

Related Standards: Metal Shelter, Picnic Pavilion

MATERIALS AND FINISH

Restroom facilities may vary in material but be consistent with City of Angleton Identity Master Plan. Materials may include:

- > Cream Limestone
- > Stone Veneer
- > Concrete
- > Aluminum
- > Steel

Provide a powder coat finish on all exterior metals for the restroom facility.

Architectural shingles is required on restroom facilities.

FEATURES

Architectural elements added to the roof, rafters, columns, fascia, or other component of the canopy must be approved by Park and Recreation Staff.

Restroom facilities may incorporate storage or offices for park operations.

INSTALLATION

Provide shop drawings to Park and Recreation Staff for review prior to installation.

Locate restroom facilities to minimize conflict with active uses or with vegetation.

Provide concrete footings consistent with manufacturer's recommendations. Slope the top of footing to shed water.

Design restroom facilities for wind loading consistent with City of Angleton code. Inspect restroom facility connections, foundations, roof, and other components every 5 years or after a high wind event.

LIFE CYCLE EXPECTATIONS

A 5 year minimum warranty is required for restroom buildings.

Restroom buildings are anticipated to require replacement after 30-40 years with normal and ordinary use.

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Shade Canopy



Shade Canopy at Freedom Park

STANDARD MODEL

Superior Recreational
Products, Hanging Cantilever
Hip Shade Structure

> 18'L x 12'W x 11'H

Frame Color: Feather Gray

Shade Fabric: Midnight

OR CITY APPROVED EQUAL

PURPOSE

Provide shade canopies for shade and protection patrons from inclement weather in support of proposed facilities.

GENERAL INFORMATION

Shade canopies are available in a variety of sizes and configurations. Shade canopy size and configuration is as approved by Park and Recreation Staff.

Construct shade canopy to comply with the current ASTM standards and guidelines.

Do not impede movement of pedestrian access.

Example locations of a shade canopy use include: walking trail bench, athletic field/court benches, bleachers, playgrounds, or as directed by Park and Recreation Staff.

MATERIALS AND FINISH

Provide a powder coat finish on all metal posts of the shade canopy.

Shade canopy post and structure color is feather gray. Shade canopy fabric color is midnight.

Use A325 high-strength bolts, A563 structural nuts, and ASTM A307 grade anchor bolts for structural connections. Provide stainless steel for all hardware.

Stone veneer column bases may be provided as approved by Park and Recreation Staff.

FEATURES

Architectural elements added to the canopy, posts, or other component must be approved by Park and Recreation Staff.

INSTALLATION

Provide shop drawings to Park and Recreation Staff for review prior to installation.

Locate shade canopies not to conflict with active uses or with vegetation.

Install concrete footings consistent with manufacturer's recommendations. Slope the top of footing to shed water.

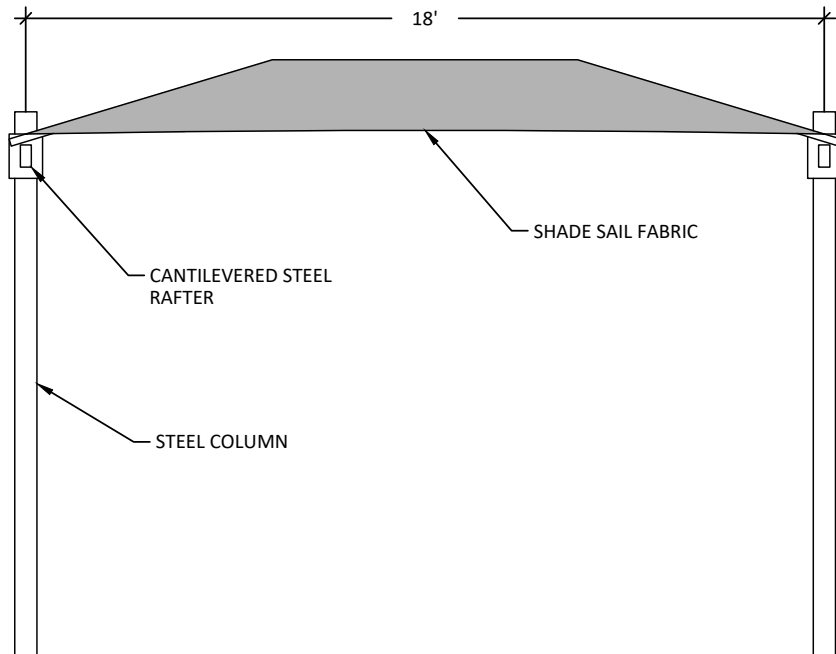
Design shade canopies for wind loading consistent with City of Angleton code. Inspect shade canopy connections, foundations, roof, and other components every 5 years or after a high wind event.

LIFE CYCLE EXPECTATIONS

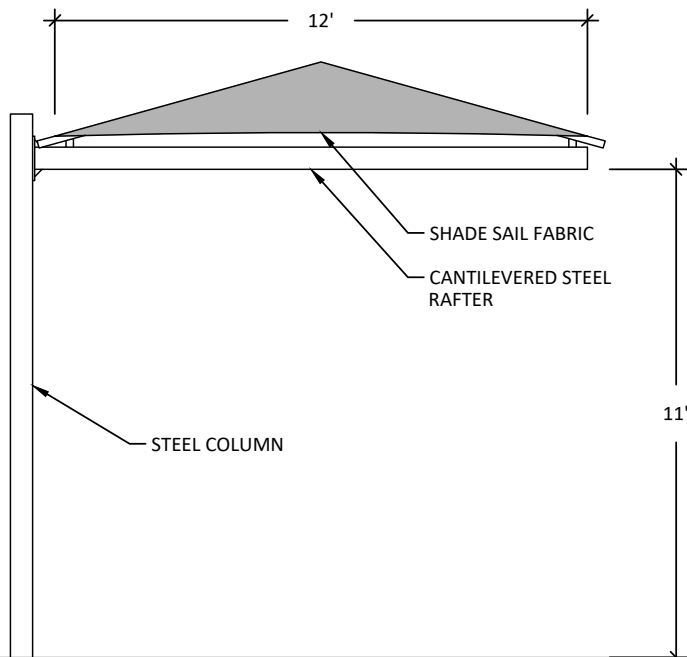
A 5 year minimum warranty is required for shade canopies.

Shade canopies are anticipated to require replacement after 10 years or normal and ordinary use.

Shade Canopy



▼ Typical Cantilevered Shade Canopy, front elevation. Not to scale



▼ Typical Cantilevered Shade Canopy, side elevation. Not to scale



Picnic Pavilion



Conceptual Pavilion at Lakeside Park

PURPOSE

Provide picnic pavilion to shade picnic areas and protect patrons from inclement weather.

GENERAL INFORMATION

Picnic Pavilions are available in a variety of sizes and configurations. Picnic Pavilion size and configuration is as approved by Park and Recreation Staff.

Design picnic pavilions consistent with the latest edition of the following guidelines and standards:

- › American Institute of Timber Construction Standards
- › Standard Specification for Glued Laminated Timber
- › American National Standard of Wood Products - Structural Glued Laminated Timber
- › American Institute of Timber Construction Inspection Manual

- › American Wood Preserver's Association Standard
- › International Building Code

Construct picnic pavilions consistent with city standards and the requirements of the American with Disabilities Act (ADA). At least 1 picnic pavilion is required for parks larger than 5 acres.

MATERIALS AND FINISH

Provide wood materials consistent with the previously mentioned guidelines and standards.

Architectural shingles is required on picnic pavilions.

Provide stainless steel hardware.

Stone veneer column bases may be provided as approved by Park and Recreation Staff.

FEATURES

Architectural elements added to the roof, columns, fascia, or other component of the pavilion must be approved by Park and Recreation Staff.

INSTALLATION

If pavilions are pre-fabricated, install consistent with manufacturer's recommendations.

Construct footings at 4 feet minimum depth.

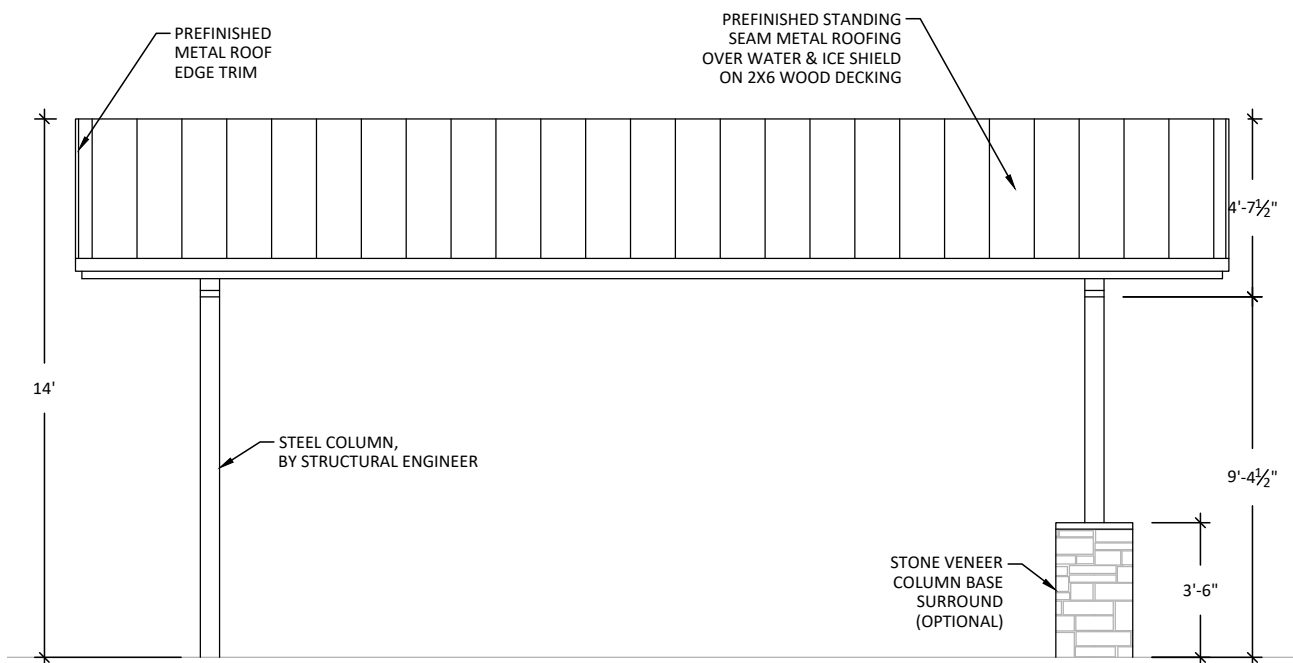
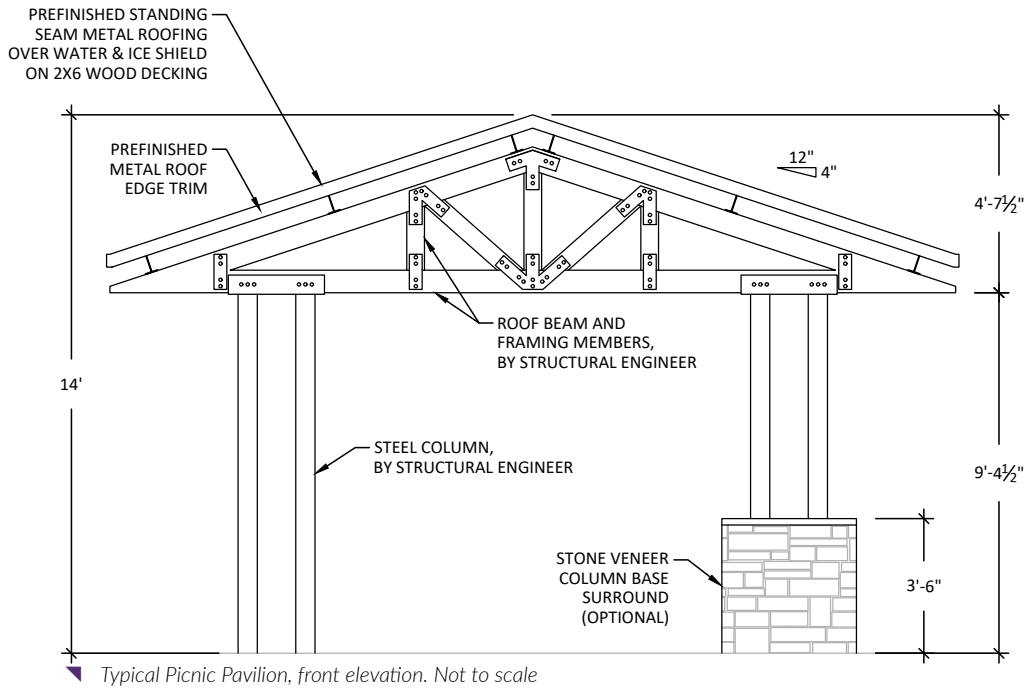
Design picnic pavilions for wind loading consistent with City of Angleton code. Inspect picnic pavilion connections, foundations, roof, and other components every 5 years or after a high wind event.

LIFE CYCLE EXPECTATIONS

A 5 year minimum warranty is required for picnic pavilions.

Picnic pavilions are anticipated to require replacement after 30 years of normal and ordinary use.

Picnic Pavilion





06. PLAYGROUNDS



- › Playground
- › Playground Boundary
- › Fall Surfacing - Engineered Wood Fiber
- › Fall Surfacing - Poured in Place Rubber
- › Fall Surfacing - Rubber Tile Surfacing

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Playground



Playground equipment at Dickey Park

GENERAL INFORMATION

Provide playground equipment consistent with current CPSC and ASTM safety standards.

Provide equipment consistent with current ADA/ADAAG standards.

Provide playgrounds and equipment to intended age groups. Typical age ranges include: pre-school (2-5 years old (y.o.)), school (5-12 y.o.), and general (2-12 y.o.).

Provide a playground, concrete edging, and surfacing with a 30 child minimum capacity per industry standards. If a playground in a dedicated park is within 1/4th mile, provide other facilities such as athletic courts or splash pads.

Fully concealed areas are prohibited.

Install a 4 foot minimum concrete sidewalk continuous at perimeter of play spaces.

MATERIALS AND FINISH

Provide equipment consisting of durable material designed for exterior use and resistance to climate/vandalism.

Structures with excessive joints, rough welded corners, pinch points, or sharp points are prohibited.

Provide double powder coated finish on all play equipment.

Provide stainless steel hardware.

Provide slip resistant surfacing on play equipment.

Minimize light/bright colors for equipment finishes.

Recycled material is acceptable as approved by Park and Recreation Staff.

FEATURES

Clearly identify a manufacturer on all play equipment.

Provide an age group and playground use sign. Locate the sign in a clearly designated area.

Include inclusive play equipment and shade features.

Include a minimum of 1 accessible swing seat.

Minimize the use of cables, ropes, and chains.

Provide a clear viewing opening for all tubes or enclosed play features. Such components are not to exceed 4 feet in length.

Sand boxes and loose toys are prohibited.

INSTALLATION

Provide drawings to Park and Recreation Staff prior to installation.

Provide approved safety surfacing per the play component specifications.

Construct equipment consistent with manufacturer recommendations and industry safety specifications.

Construct equipment footings in the surfacing sub-grade. Construct approved safety surfacing over top of footing; exposed footings are prohibited.

Upon completion of playground installation, a Certified Playground Safety Inspector (CPSI) must audit the playground and equipment.

Owner is required to have a CPSI periodically inspect facility after acceptance.

PURPOSE

Provide playground equipment in parks to maximize play value and safety, while minimizing long-term maintenance.

LIFE CYCLE EXPECTATIONS

Provide readily available replacement parts, maintenance kits, and fasteners for the life of the play equipment.

A warranty of 10 years minimum is required.

Play structures are anticipated to require replacement after 15-20 years based on normal and ordinary use.

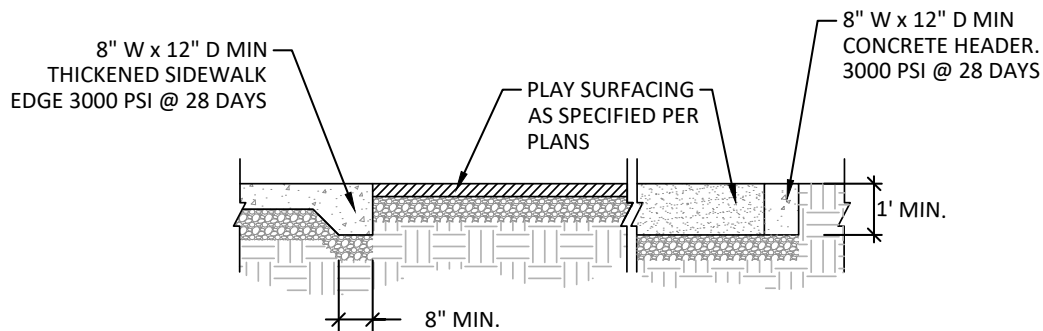
GENERAL INFORMATION

Provide certified components to the International Playground Equipment Manufacturers Association or equal.

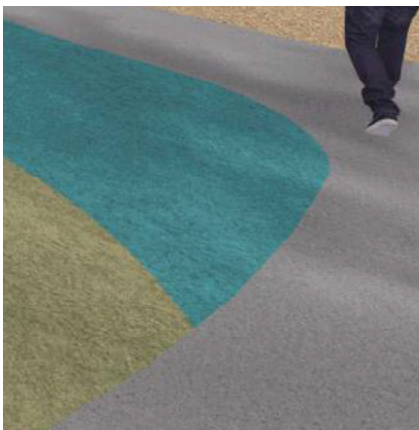
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Playground Boundary



Playground boundary conditions



Concrete playground boundary - Concept Plan for Lakeside Park

GENERAL INFORMATION

Enclose play surfacing with a concrete boundary. Design and install boundary to meet standards approved by Park and Recreation Staff, in accordance with related federal, national, state or local codes including, but not limited to, the following:

- > International Play Equipment Manufacturer's Association (IPEMA)
- > Consumer Product Safety Commission (CPSC) Handbook for Public Safety
- > American Society for Testing and Materials (ASTM)
- > Accessibility Standards for Play Areas through the ADA Accessibility Guidelines (ADAAG)

INSTALLATION

Construct containment borders wide enough to protect surfacing from mowing and other maintenance equipment.

Provide concrete sidewalk around play spaces and along all street frontage of park, at 4 feet minimum horizontal width.

Match concrete boundary finish grade to play surfacing finish grade.

Do not locate containment border within playground equipment use zone.

LIFE CYCLE EXPECTATIONS

A 3 year minimum warranty is required.

Concrete boundary are anticipated to require replacement after 20 years based on normal and ordinary use.

PURPOSE

Provide playground boundary to secure play surfacing for a safe and clean environment.

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Fall Surfacing - Engineered Wood Fiber



Engineered Wood Fiber

PURPOSE

Use engineered wood fiber on a limited basis with approval by Park and Recreation Staff in outdoor playgrounds and areas where an impact attenuating surface is desired at current facilities. Surface is not recommended for new facilities.

GENERAL INFORMATION

Install engineered wood fiber consistent with standards approved by Park and Recreation Staff, in accordance with related federal, national, state or local codes including, but not limited to, the following:

- > International Play Equipment Manufacturer's Association (IPEMA)
- > Consumer Product Safety Commission (CPSC) Handbook for Public Safety
- > American Society for Testing and Materials (ASTM)
- > Accessibility Standards for Play Areas through the ADA Accessibility Guidelines (ADAAG)

Construct a subsurface drainage system with all new safety surfacing. Connect playground subsurface drainage to stormwater collection system.

Related Standards: Playgrounds, Playground Boundary

MATERIALS AND FINISH

Install engineered wood fiber of Texas softwood or hardwoods that do not exceed 3/4 inches in length.

Use non-toxic materials. Chemicals, additives, recycled wood products, wood pallets or waste wood are prohibited.

Provide material free of disease, insects, invasive species, soil, leaves, bark, twigs, metals, or other foreign objects.

INSTALLATION

Coordinate installation of surfacing with play equipment installer.

Prior to installation, contractor to confirm existing sub-grade is free of weeds, and other debris.

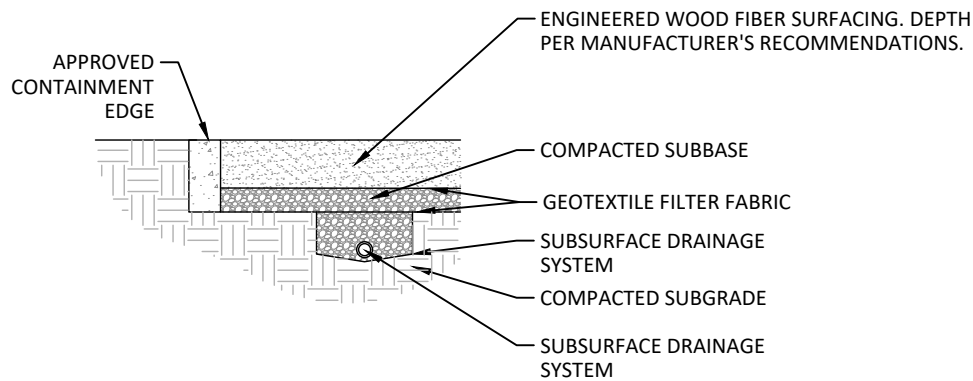
Install material according to depths specified by the manufacturer and CPSC guidelines.

After installation, a qualified third party must test the surfacing for GMAX and HIC scoring, consistent to ASTM standards.

LIFE CYCLE EXPECTATIONS

Engineered wood fiber is anticipated to require replenishment annually based on normal and ordinary use.

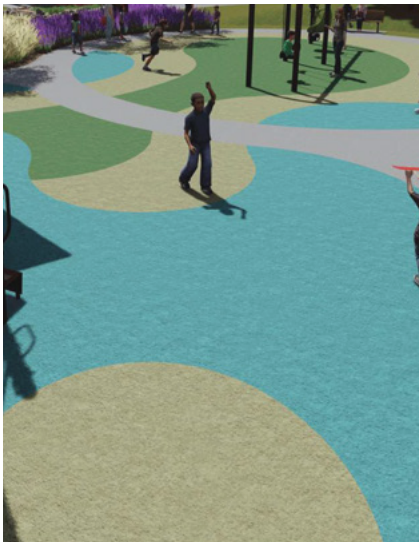
Fall Surfacing - Engineered Wood Fiber



▼ Engineered Wood Fiber Surfacing section



Fall Surfacing - Poured in Place Rubber



▼ Poured in Place Rubber Surfacing - Concept Plan for Lakeside Park

PURPOSE

Use poured in place rubber in outdoor playgrounds and areas where an impact attenuating surfacing is desired. Poured in place rubber is preferred for new facilities.

GENERAL INFORMATION

Construct a subsurface drainage system with all new safety surfacing. Connect playground subsurface drainage to stormwater collection system.

Related Standards: Playgrounds, Playground Boundary

GENERAL INFORMATION

Construct poured in place rubber consistent with standards approved by Park and Recreation Staff, in accordance with related federal, national, state or local codes including, but not limited to, the following:

- > International Play Equipment Manufacturer's Association (IPEMA)
- > Consumer Product Safety Commission (CPSC) Handbook for Public Safety
- > American Society for Testing and Materials (ASTM)
- > Accessibility Standards for Play Areas through the ADA Accessibility Guidelines (ADAAG)

MATERIALS AND FINISH

Install ethylene propylene diene monomer (EPDM) native rubber for surface material.

Minimize the use of light or bright colors. Color ratios should incorporate 25% black to 75% color.

Use 'aliphatic' 100% polyurethane with UV stabilizer binders.

Compacted aggregate is the preferred sub-base material. A minimum aggregate sub-base is 8 inches vertical depth.

Poured concrete may be used for poor or unstable soils.

Connect playground subsurface drainage to stormwater collection system.

Install surfacing as a two layer system consisting of EPDM. The minimum vertical depth of the top EPDM layer is 1/4 inch.

INSTALLATION

Coordinate installation of surfacing with play equipment installer.

Follow manufacturer installation recommendations. Install material consistent to manufacturer recommended depths and ASTM and CPSC guidelines.

Contractor to ensure sub-grade and all subsurface drainage systems drain properly.

A qualified third party to test the surfacing for GMAX and HIC scoring, consistent to ASTM standards, after installation.

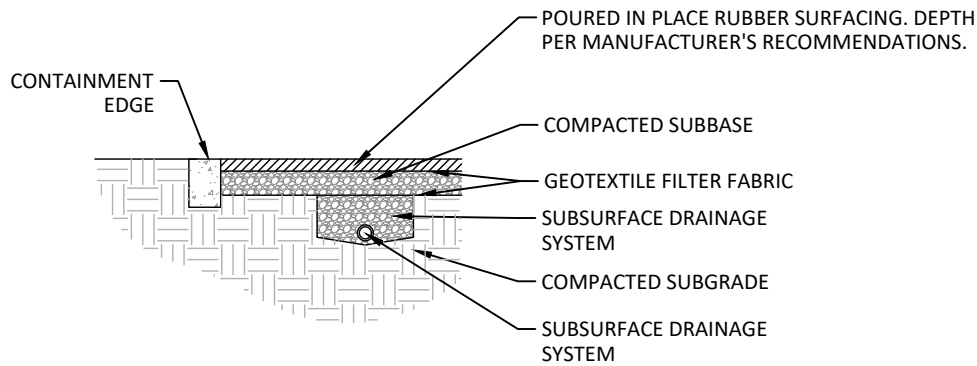
LIFE CYCLE EXPECTATIONS

A 5 year limited warranty is required.

Poured in place rubber is anticipated to require replacement after 10-15 years based on normal and ordinary use.

Areas of high traffic such as landing zones at apparatus may require spot replacement at more frequent intervals.

Fall Surfacing - Poured in Place



▼ Poured in Place Rubber Surfacing section



Fall Surfacing - Rubber Tile System



▼ SofSurfaces Rubber Tile System

RUBBER TILE SYSTEM

Manufacturer: SofSurfaces
Product: SofTILE KrosLOCK

PURPOSE

Use rubber tiles in outdoor playgrounds and areas where an impact attenuating surfacing is desired.

GENERAL INFORMATION

The standard interlocking tile system is "SofTILE KrosLOCK" manufactured by SofSurfaces, Inc., or City approved equal.

Construct a subsurface drainage system with all new safety surfacing. Connect playground subsurface drainage to stormwater collection system.

GENERAL INFORMATION

Construct poured in place rubber consistent with standards approved by Park and Recreation Staff, in accordance with related federal, national, state or local codes including, but not limited to, the following:

- > International Play Equipment Manufacturer's Association (IPEMA)
- > Consumer Product Safety Commission (CPSC) Handbook for Public Safety
- > American Society for Testing and Materials (ASTM)
- > Accessibility Standards for Play Areas through the ADA Accessibility Guidelines (ADAAG)

Related Standards: Playgrounds, Playground Boundary

MATERIALS AND FINISH

Use 2 inches minimum tile thickness, or greater, in compliance with CPSC and ASTM standard.

Minimize the use of light or bright colors. Color ratios should incorporate 25% black to 75% color.

Install tiles on concrete slab.

A poured concrete slab is the preferred sub-base for rubber tiles. Slope concrete sub-slab at 1% minimum to under-drains.

Connect playground subsurface drainage to stormwater collection system.

INSTALLATION

Coordinate installation of surfacing with play equipment installer.

Install material consistent to manufacturer recommended depths and ASTM and CPSC guidelines.

Contractor to ensure sub-grade and all subsurface drainage systems drain properly.

A qualified third party to test the surfacing for GMAX and HIC scoring, consistent to ASTM standards, after installation.

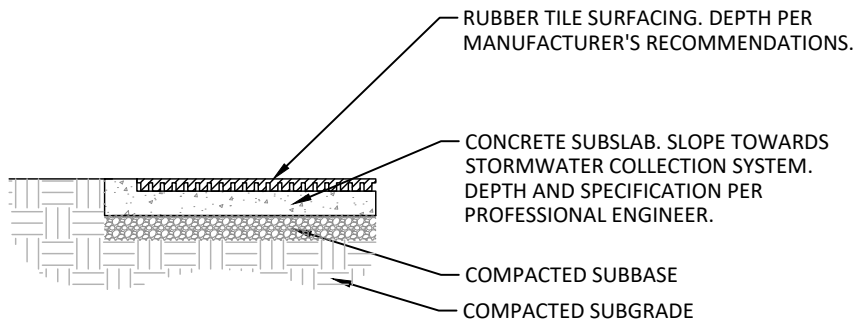
LIFE CYCLE EXPECTATIONS

An 8 year minimum warranty is required.

Rubber tile systems are anticipated to require replacement after 10-15 years based on normal and ordinary use.

Areas of high traffic such as landing zones at apparatus may require spot replacement at more frequent intervals.

Fall Surfacing - Rubber Tile System



▼ *Poured in Place Rubber Surfacing section*



07. BALL COURTS AND ATHLETIC FIELDS



- › Baseball / Softball Field
- › Basketball Court
- › Court Surfacing

- › Disc Golf
- › Football Field
- › Horseshoe Pit

- › Soccer Field
- › Tennis Court
- › Volleyball Court

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Ball Courts



▼ Tennis Court



▼ Basketball Court

PURPOSE

Provide outdoor ball courts to serve the recreation needs of the community.

GENERAL INFORMATION

Ball courts to comply with related federal, national, state or local standards including but not limited to, the following:

- > National Federation of State High School Associations (NFSH)
- > Sports Turf Management Association (STMA)

Provide positive drainage, maximum 1% slope, from court centerline to the base lines on all ball courts.

Provide an accessible pedestrian pathways to all ball courts.

Orient ball courts north-south on the long axis, with maximum 11 degrees off axis for optimal solar alignment.

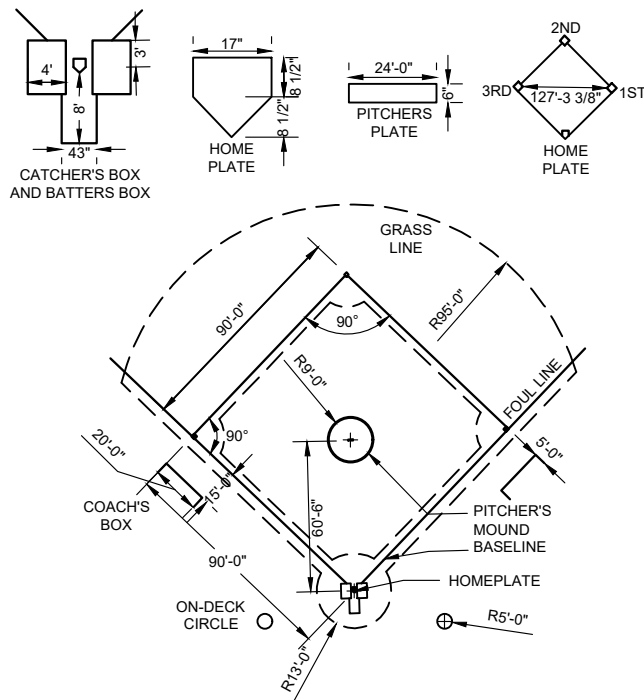
Ball courts may be designed to serve multiple sports as approved by Park and Recreation Staff.

Related Standards: Court Surfacing, Basketball Court, and Tennis Courts.

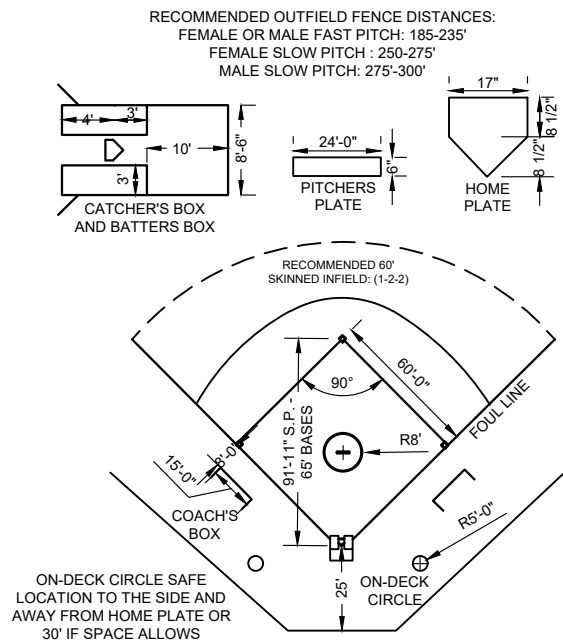
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Baseball / Softball Field



Baseball Field Diagram



▼ Softball Field Diagram



▼ *Baseball Field*



Softball Field

PURPOSE

To provide regulation fields for baseball or softball competition.

GENERAL INFORMATION - BASEBALL/SOFTBALL

Field layouts to conform to the most current National Federation of State High School Association (NFHS) standards or other governing bodies as appropriate.

Related Standards: Chain Link Fencing, Baseball/Softball Backstop

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Baseball and Softball / Backstop



▼ Backstop

PURPOSE

To provide a backstop with every diamond field.

GENERAL INFORMATION

Install backstops with a permanent, hooded, and flared/winged structure on diamond fields.

Backstop dimensions include:

- > 16 feet minimum horizontal wings (each)
- > 20 feet minimum horizontal center panel
- > 12 feet minimum vertical height fence at the wings and rear of hood
- > 20 feet minimum vertical height clearance at the front of hood

Related Standards: Baseball/Softball Field

MATERIALS AND FINISH

Use PVC coated, Class 2b, thermally fused and bonded for chain link fabric.

Install chain link fabric mesh with a core wire diameter of 9 gauge for the wings, hood, and center panels.

Use the color black for fabric mesh.

Include bottom rail on backstops.

Install 6 inches outside diameter, Schedule 40 for backstop posts.

Install hood frame rails 2 inches outside diameter.

Include a middle rail for fence panels over 6 feet in vertical height. Use 1-5/8 inch outside diameter middle rail/brace.

INSTALLATION

Site the diamond fields on a northeast or southeast orientation. Provide a 10-foot minimum unobstructed area within the foul area of the field.

Locate fence posts and supports outside the field of play for athletic facilities.

Mount posts in concrete footings to be flush to adjacent finished grade.

Slope the top of footing to shed water.

Footings and supports to be designed and sealed by a professional Structural Engineer.

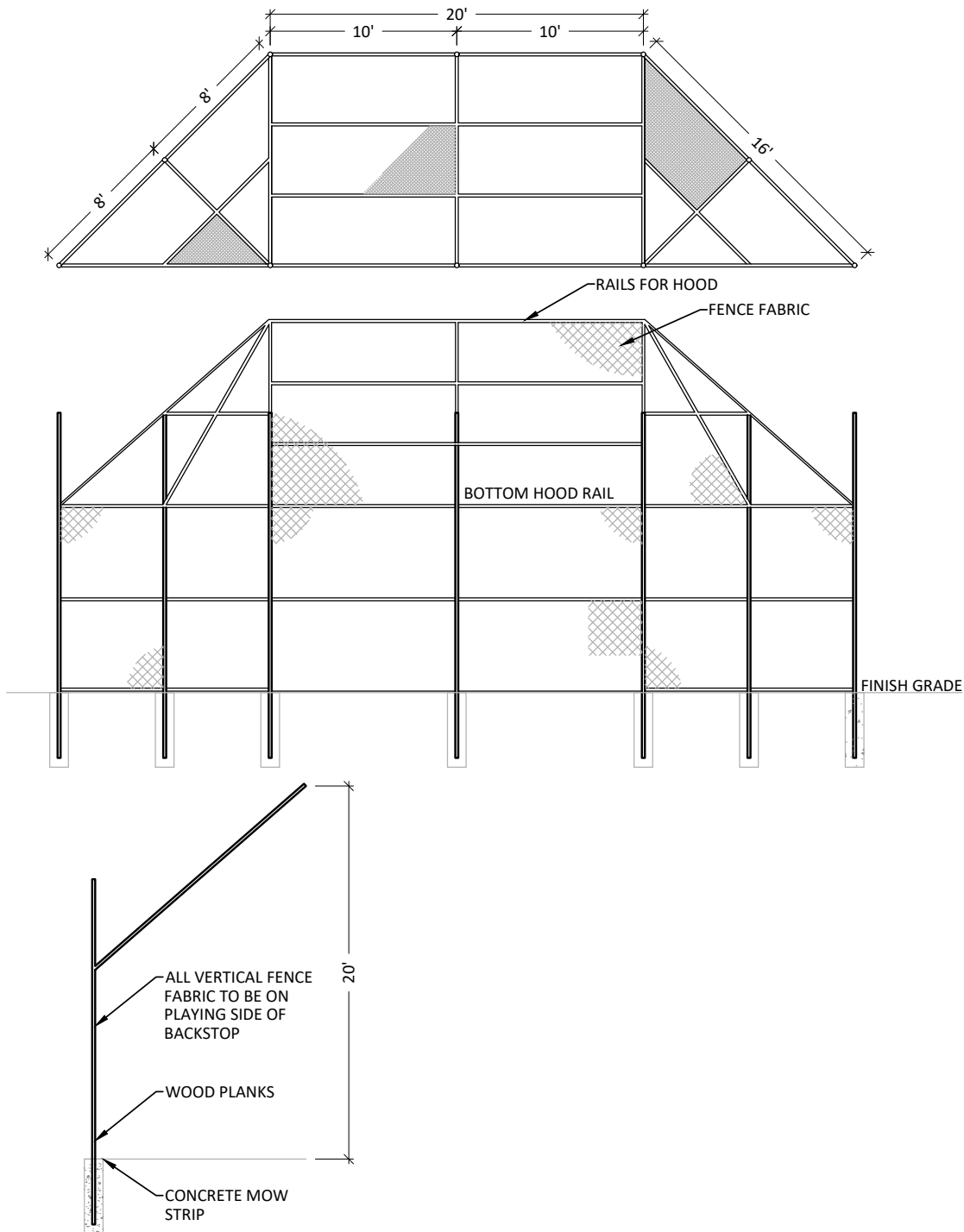
The fence fabric knuckling must not exceed 1-1/2 inches vertical height above the surrounding finish grade.

LIFE CYCLE EXPECTATIONS

A 5 year minimum warranty is required on metal framework.

Backstop structures are anticipated to require replacement after 20 years of normal and ordinary use.

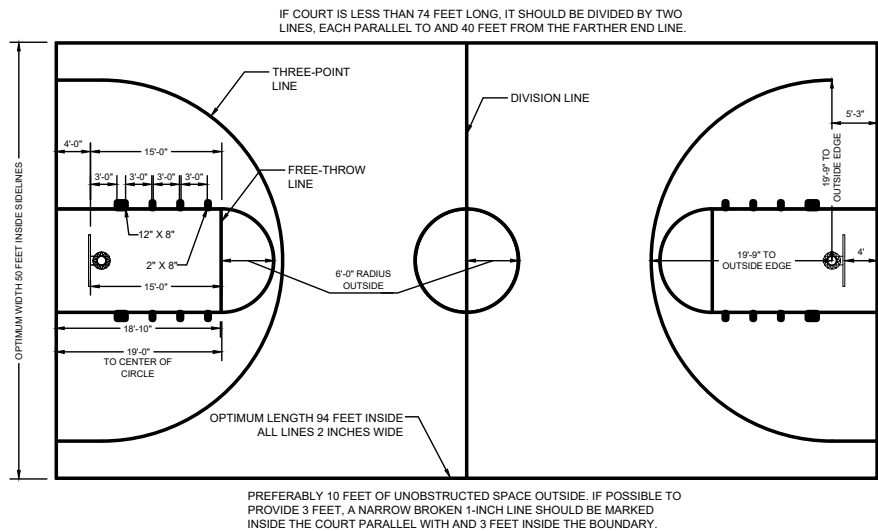
Baseball and Softball / Backstop



Backstop



Basketball Court



▼ IPI by Bison Basketball Hoop

PURPOSE

To provide competition style, heavy duty basketball hoops at outdoor basketball facilities.

GENERAL INFORMATION

Specify IPI by Bison basketball hoop.
Construct court layouts to comply to the most current National Federation of State High School Associations (NFHS) standards or other governing bodies as appropriate.

Post systems to comply with National Collegiate Athletic Association (NCAA) regulations or other governing authority.

Site the basketball court on a north to south orientation. Provide a 10-foot minimum unobstructed area on all sides of the court.

Related Standards: Court Surfacing, Chain Link Fencing.

▼ Court Diagram

MATERIALS AND FINISH

Posts and supports to be 6 inches minimum square structural steel tubing with 1/4 inch thick walls.

Steel components to have a black color, double powder coat finish.

The backboard to be square, clear, unbreakable 1/2 inch thick polycarbonate with official perimeter and target area markings.

The goals to be double 5/8" diameter solid steel rim, with a continuous net attachment system.

The nets to be a white color, heavy duty, weather resistant nylon fiber.

FEATURES

Locate the backboard 4 feet inside the baseline with the rim 10 feet above the playing surface.

Provide post and backboard padding for upright posts located within court run out area.

INSTALLATION

Install posts consistent with manufacturer's recommendations. Position backboards consistent with NCAA standards.

Slope post foundations to shed water and be flush to finished grade.

Wind loading design to comply with American Society of Civil Engineers (ASCE) 7-98.

LIFE CYCLE EXPECTATIONS

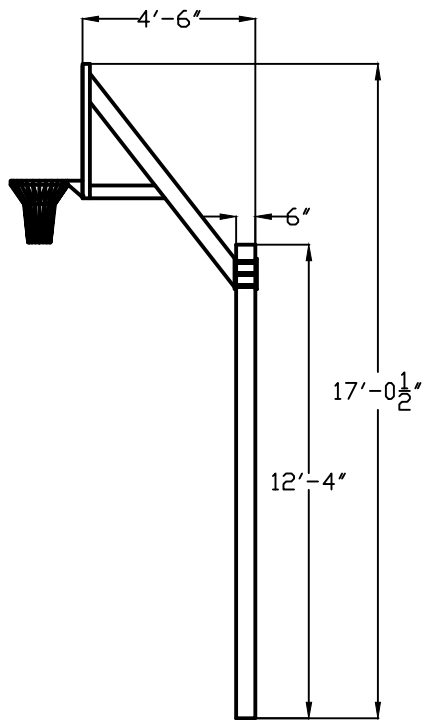
A 10 year minimum warranty is required.

Basketball hoops are anticipated to require replacement after 20 years of normal and ordinary use.

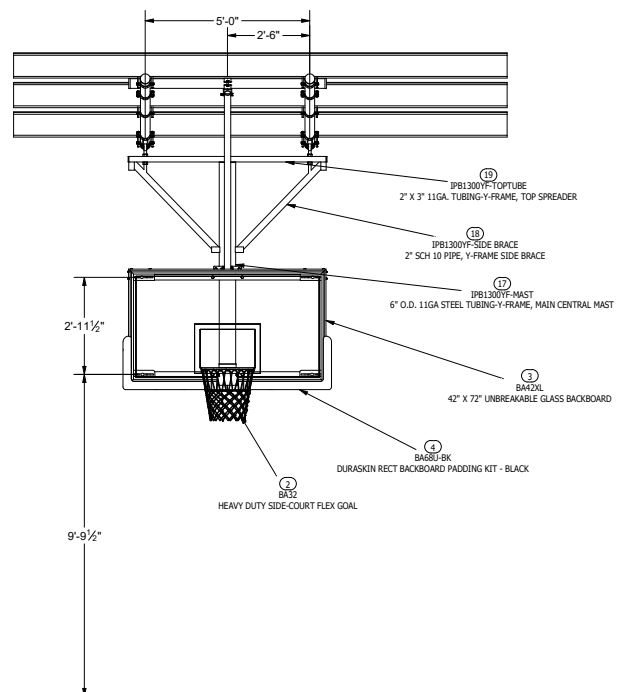
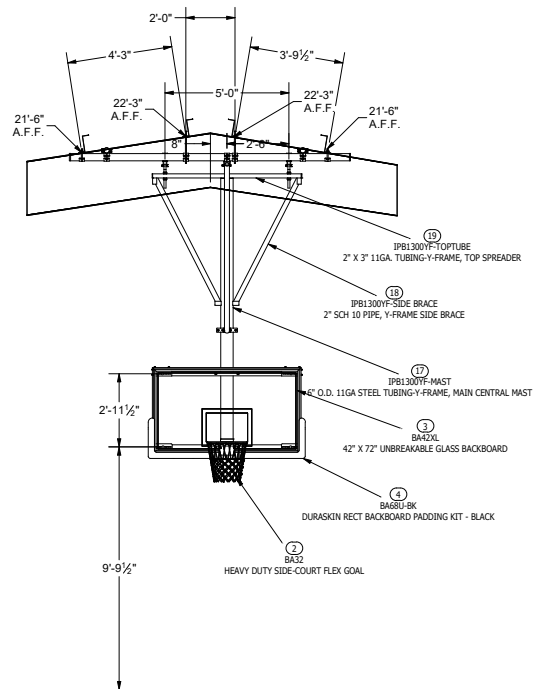
Nets are anticipated to require annual replacement with normal and ordinary use.

Posts are anticipated to require replacement after 10 years of normal and ordinary use.

Basketball Court



BACK ELEVATION



IPB by Bison Basketball Hoop



Court Surfacing



Tennis Court Surfacing

COURT SPECIFICATIONS

3" surfacing base minimum

4" Course base minimum

Colors: Purple or Gray

PURPOSE

All tennis, basketball, and multi-purpose courts to use a textured slip resistant surfacing.

GENERAL INFORMATION

Surfacing material and lining to meet United States Tennis Association standards and National Federation of State High School Associations.

Related Standards: Basketball Court, Tennis Court

MATERIALS AND FINISH

Construct courts on a 4 inch minimum depth aggregate base course compacted to specification by Geotechnical or Professional Engineer.

Construct asphalt surfacing to a 3 inch minimum depth.

Provide paved run out areas on all court sides at 10 feet minimum horizontal width.

Use primers or resurfacers to fill and seal the asphalt. Air pockets, holes, cracks, seams, depressions and other blemishes are unacceptable.

Color coating to consist of a mixture of 100% acrylic resins, water, sand and Portland cement.

Provide minimum two coats during color coating.

Provide solid and consistent black lines with sharp edges and corners.

FEATURES

The standard colors are Purple and Gray, with black lines.

Line tennis courts for both singles and doubles play.

Pickelball lines may be added as approved by Park and Recreation Staff.

INSTALLATION

Trained and certified crews to install court surfacing.

Courts to drain baseline-to-baseline at a 1% slope.

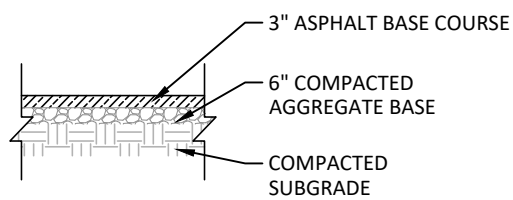
Ensure sub-grade and all subsurface drainage systems drain properly.

Standing water or water ponding on surfacing is unacceptable.

LIFE CYCLE EXPECTATIONS

Color coating is anticipated to require re-application after 5 years of normal and ordinary use.

Court Surfacing



▼ Court Surfacing Section

07. BALL COURTS AND ATHLETIC FIELDS



Disc Golf



Disc Golf Basket at Bates Park



Disc Golf Tee Pad at Bates Park

DESCRIPTION

Disc Golf is played much like traditional golf, except players use a flying disc. A golf disc is thrown from a tee pad area to a target.

PURPOSE

Provide suitable disc golf baskets and tee for recreational play.

GENERAL INFORMATION

A well-balanced course has a mixture of holes that traverse through wooded and open areas. Typically, fairways in wooded area range from 20-40 feet wide. Small recreational courses typically fit two (2) to three (3) holes per acre depending on the terrain.

Fairways should not cross one another and be located far enough apart so errant throws do not become a safety hazard for other players. Avoid installing fairways that are close to public streets, sidewalks, and other areas where non-players congregate.

Course for recreational players should average less than 250 feet per hole, although, no hole should be shorter than 120 feet.

Courses are typically nine (9) or eighteen (18) holes.

LIFE CYCLE EXPECTATIONS

A 5 year minimum warranty is required.

Disc golf baskets are anticipated to require replacement after 15 years of normal and ordinary use.

MATERIALS AND FINISH

Provide one (beginner) and one (experienced) 5 feet width by 12 feet long tee pad for each hole. This provides opportunity for players of varying skill levels. Locate experienced tee pads 30 feet minimum from the back of the beginner tee pad.

Tee pads must be level from left to right. Provide a maximum slope of 1% from front to back of tee pad.

FEATURES

Provide a colored band at the top of the disc golf basket for visibility. Provide galvanized coating to basket chains to increase durability. Provide the corresponding hole number on the basket.

Provide a directional sign at each beginner tee pad. Provide the hole number, course map, and hole directional information on each sign.

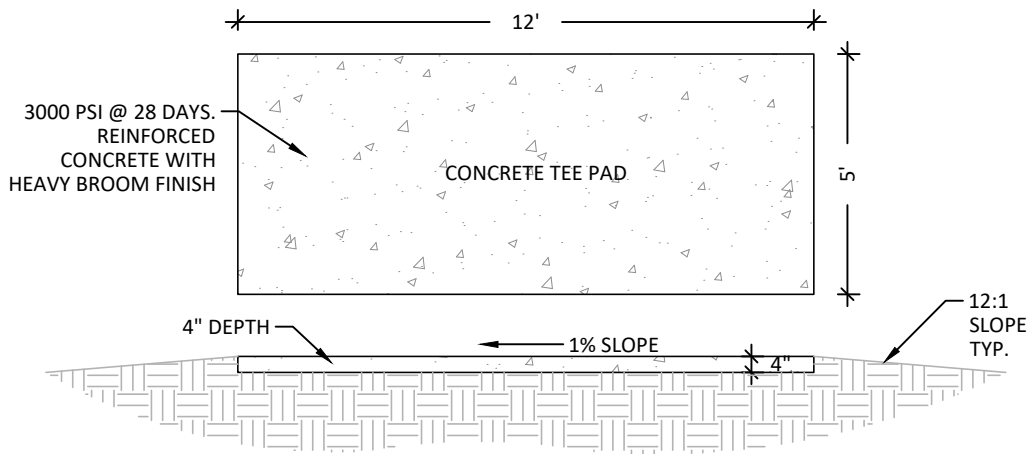
Provide a heavy broom finish for increased traction and slip resistance on all tee pads.

Provide a direction arrow affixed to each basket, pointing in the direction of the next tee pad.

INSTALLATION

Locate baskets and tee pads in compliance to park design layout.

Disc Golf



▼ Standard disc golf concrete tee pad layout and dimensions.



Football Field

GENERAL INFORMATION

Field layouts to conform to the most current National Federation of State High School Associations (NFHS) standards.

Site the football field on a north to south orientation. Provide a 10-foot minimum unobstructed area on all sides of the field.

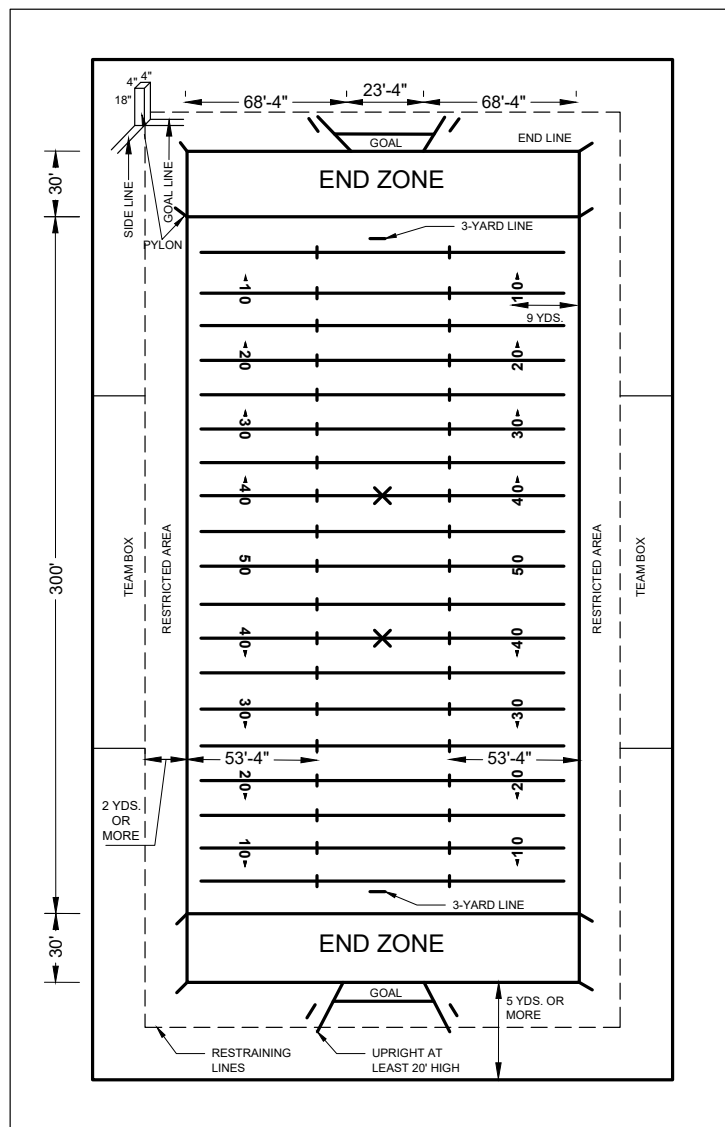
Related Standards: Fencing, Park Structures and Shelters, Ball Courts and Athletic Fields, Signage, Lighting, and Planting and Irrigation

FEATURES

Dimensions:

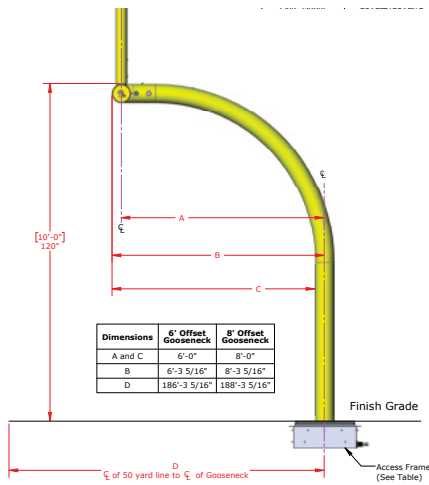
The total field width is measured from face of side line to face of side line.

The total field length is measured from face of back-end line to face of back-end line.

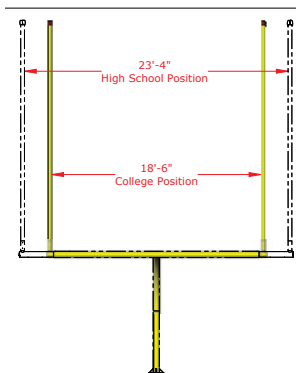


Field Diagram

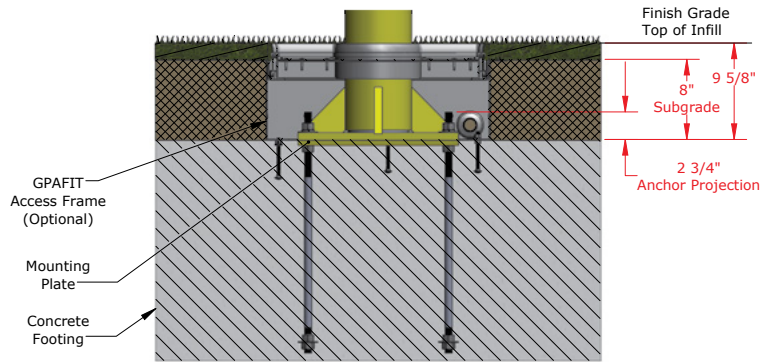
Football Field



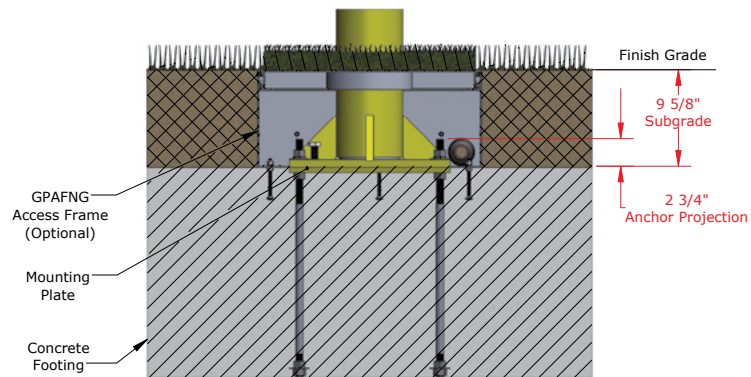
▼ Goal Post Gooseneck



▼ Goal Post Width

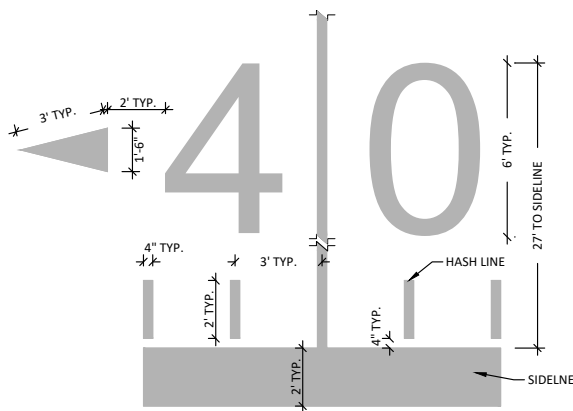


Synthetic Infill Turf Application

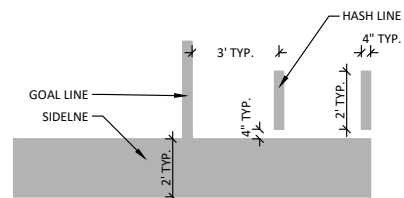


Natural Grass Application

▼ Goal Post Natural and Synthetic Turf Install



▼ Football Hash Mark

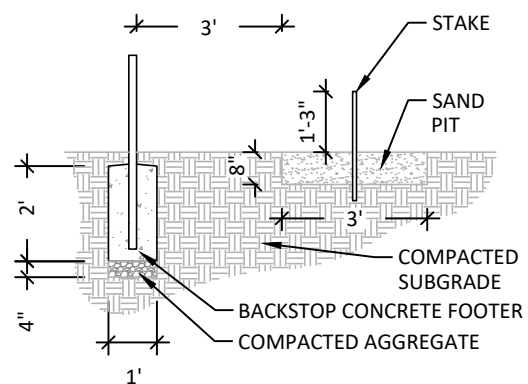
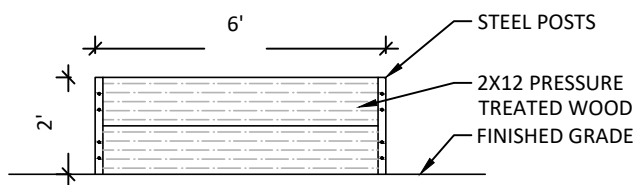
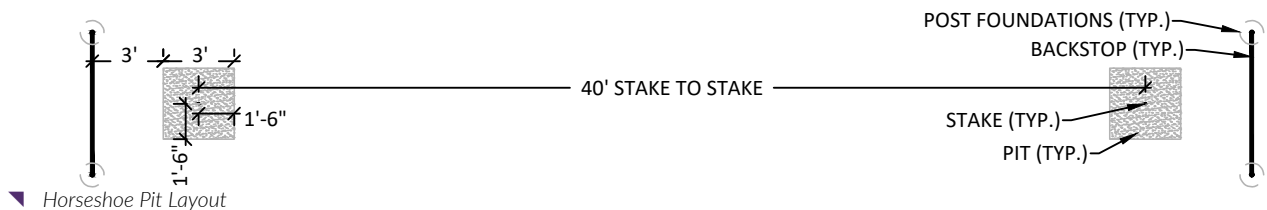


▼ Football Goal Line

07. BALL COURTS AND ATHLETIC FIELDS



Horseshoe Pit



Horseshoe Pit Backboard



Horseshoe Pit at Dickey Park

PURPOSE

Provide suitable horseshoe stakes and backstops at appropriate parks for recreational use.

GENERAL INFORMATION

Site horseshoe pits on a north to south axis.

Space adjacent courts at 12 feet minimum apart horizontal distance from stake to stake.

MATERIALS AND FINISH

Use pressure treated cedar wood for horseshoe backstops.

Paint backstops black.

Sand must be high quality sand, fast draining, free of shells, rocks, clay, and other debris.

INSTALLATION

Fill pit areas with sand, 8 inch depth minimum.

LIFE CYCLE EXPECTATIONS

Provide sand as a top layer annually based on normal and ordinary use.

Backstop boards are anticipated to be replaced every 5 years based on normal and ordinary use.

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07. BALL COURTS AND ATHLETIC FIELDS



Soccer Field

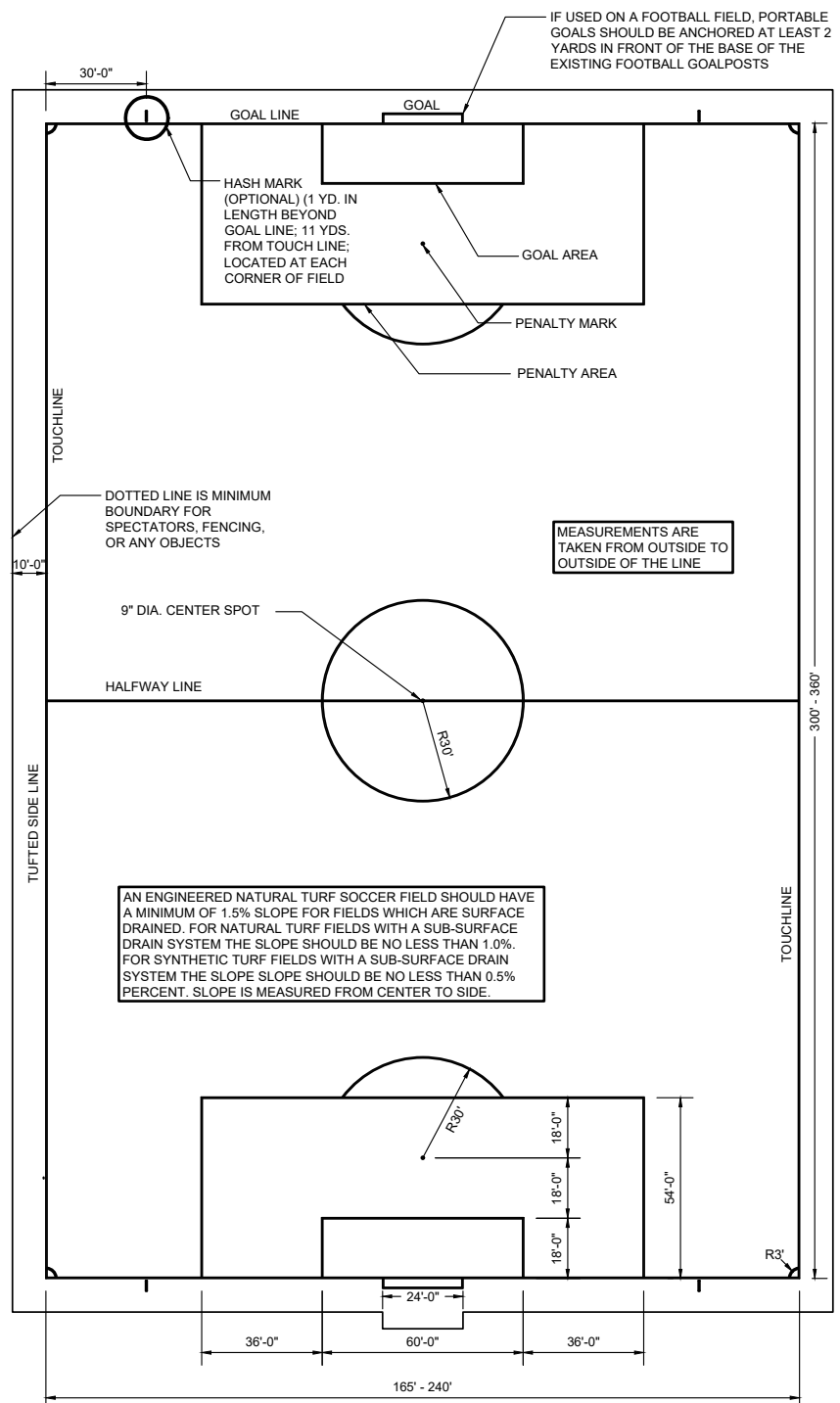
GENERAL INFORMATION

Field layouts to conform to the most current National Federation of State High School Associations (NFHS) standards or other approved governing bodies as appropriate.

Use soccer goal and football goal post combination goals on athletic fields that share the same field.

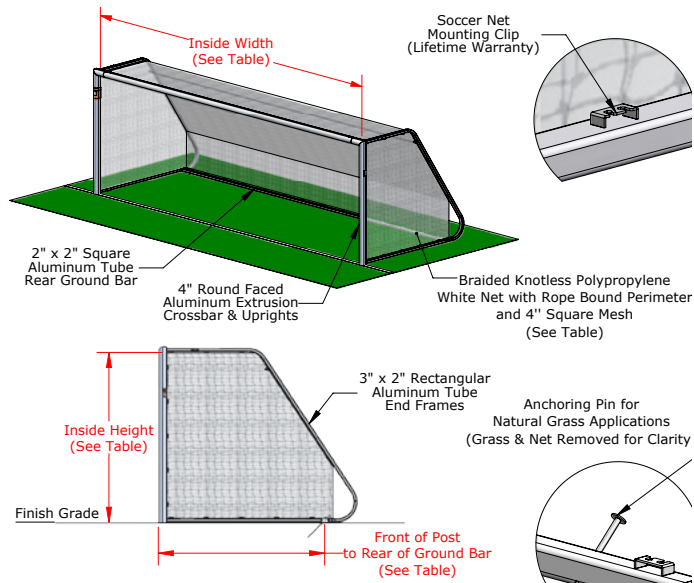
Site the soccer fields on a north to south orientation. Provide a 10-foot minimum unobstructed area on all sides of the field.

Related Standards: Fencing, Park Structures and Shelters, Ball Courts and Athletic Fields, Football Field Diagram, Signage, Lighting, and Planting and Irrigation.

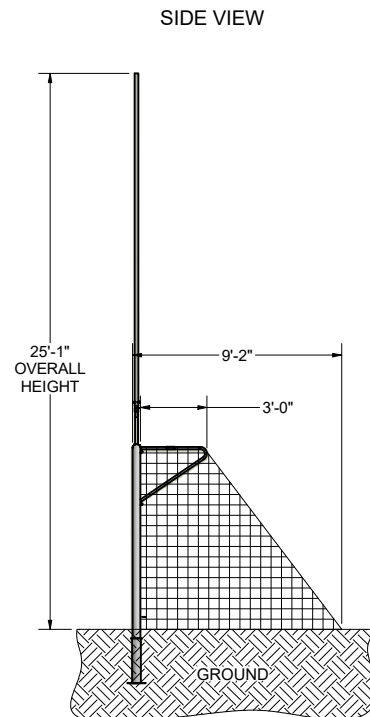
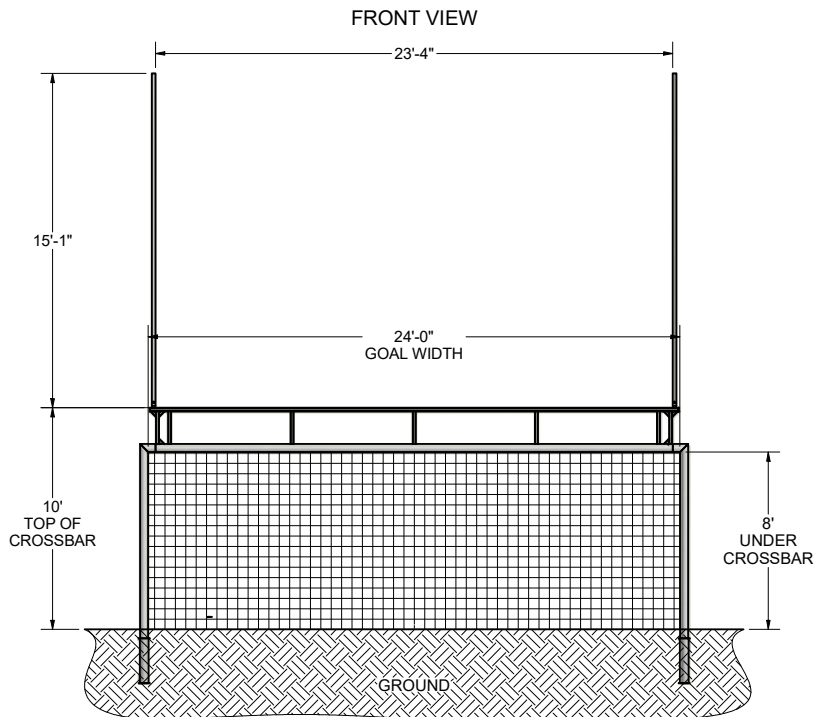


Field Diagram

Soccer Field



▼ Soccer Goal



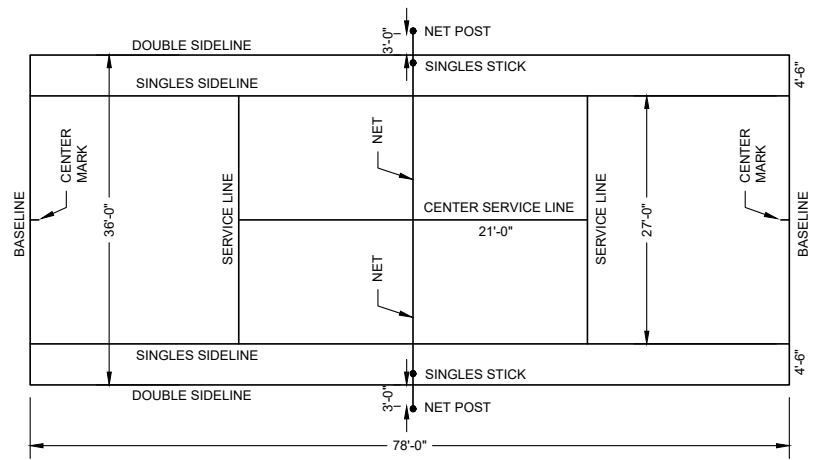
▼ Soccer and Football Goal Combination



Tennis Court



▼ Tennis Court



NOTE: ALL COURT MEASUREMENTS SHALL BE MADE TO THE OUTSIDE OF THE LINES.

PURPOSE

Provide regulation tennis net systems at outdoor tennis facilities.

GENERAL INFORMATION

Court layouts to conform to the most current United State Tennis Association (USTA) standards or other governing bodies as approved.

Regulation nets to comply with USTA standards or other governing authority.

Related Standards: Court Surfacing,
Chain Link Fencing

LIFE CYCLE EXPECTATIONS

Posts require a 2 year minimum warranty and are anticipated to require replacement after 10 years of normal and ordinary use.

Nets are anticipated to require replacement annually with normal and ordinary use.

▼ Court Diagram

MATERIALS AND FINISH

Provide 3-1/2 inches min. aluminum or galvanized steel net posts with a green powder coat finish and caps.

Use weather resistant No. 36 nylon net fabric. Provide a galvanized top cable with a white headband on all nets. Install protective net edging at bottom and ends.

FEATURES

Provide a vandal resistant with heavy duty gear net tensioning reel.

Conceal, or install removable, wheel handle.

Provide center net anchors.

Install net posts foundations as designed by a Professional Engineer.

INSTALLATION

Site the tennis court on a north to south orientation. Provide a 10-foot minimum unobstructed area on all sides of the court.

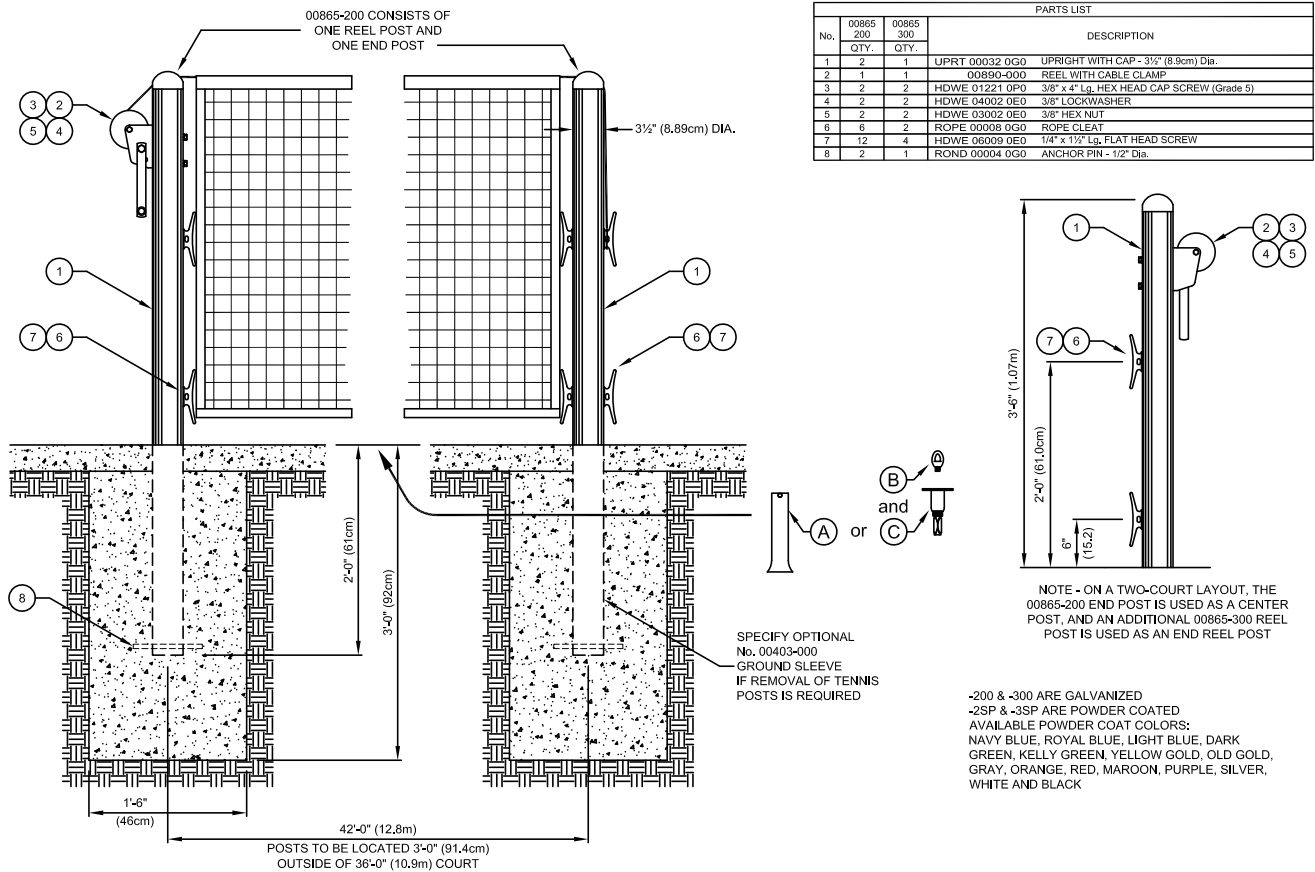
Install the posts in the ground prior to final surface installation and court lining.

Post layout to comply with USTA athletic standards.

Install the top of post foundation flush with final surface. Slope the top of footing to shed water. Install concrete net posts as 1 foot-6 inches diameter and 3 feet vertical depth minimum.

Set center net anchors in, 1 foot by 1 foot horizontal dimension and 1 foot minimum vertical depth, concrete footings.

Tennis Court



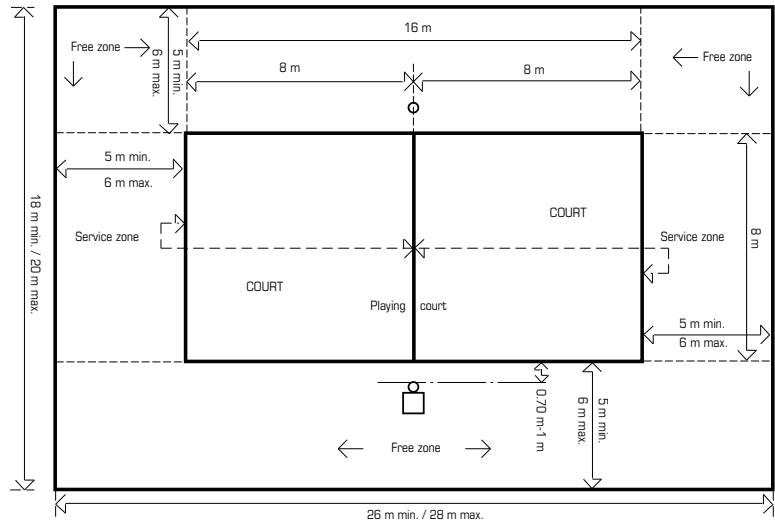
▼ Tennis Court Netting



Volleyball Court



Sand Volleyball Court



Court Diagram

PURPOSE

Provide volleyball court and sand mixes for safe athletic play at outdoor volleyball facilities.

GENERAL INFORMATION

Construct court layouts to conform to the most current standards of the International Federation of Volleyball or other governing bodies as appropriate.

Contain volleyball court sand within limits of the volleyball court area.

Provide a USDA soil classification analysis prior to installing court.

MATERIALS AND FINISH

Provide high quality, low clay content, and fast draining sand, free of shells, rocks and other debris.

Install volleyball court sand with 1 foot minimum continuous vertical depth.

Ensure sub-grade and all subsurface drainage systems drain properly.

Provide stainless steel hardware for net and boundary line components.

FEATURES

Install a nylon material volley ball net with dimensions of 36-feet long, by 39" wide, by 7' 4-1/8 inches tall, measured at the center of the playing court.

Define court boundary with 2 inch, black, UV treated vinyl lines.

INSTALLATION

Site the volleyball court on a north to south orientation. Provide a 10-foot minimum unobstructed area on all sides of the court.

Stake court boundary lines in sand. Bury stake in excess sand at 45 degree angle.

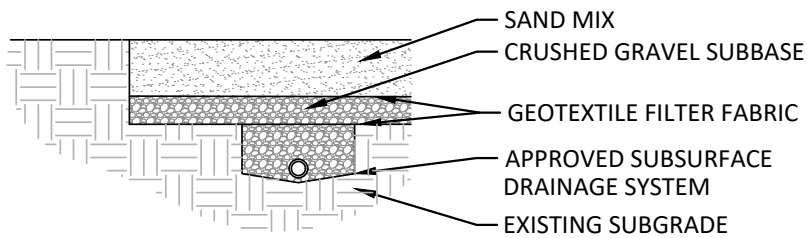
LIFE CYCLE EXPECTATIONS

Volleyball court sand is anticipated to require sieving, cleaning, and replenishing annually based on normal and ordinary use.

Nets are anticipated to require replacement annually with normal and ordinary use.

Posts are anticipated to require replacement after 10 years of normal and ordinary use.

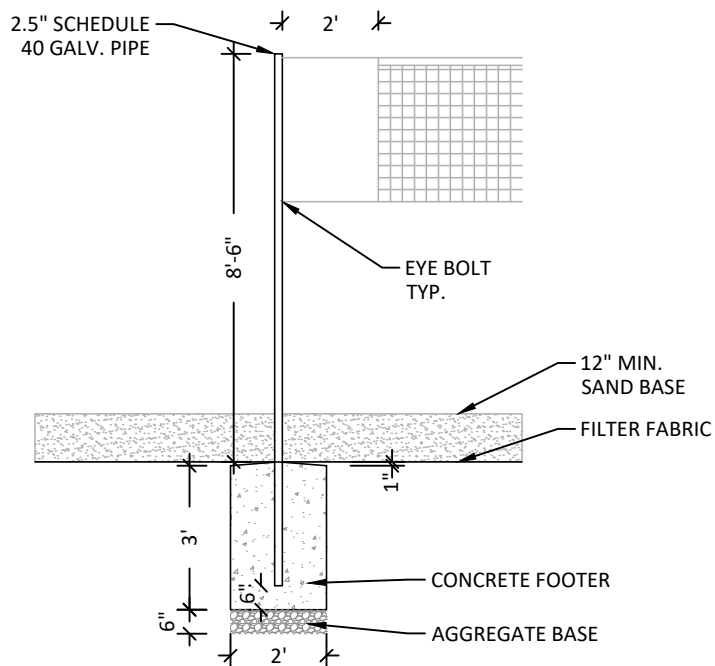
Volleyball Court



▼ Volleyball Court sand cross section



▼ Volleyball Court Boundary Lines



▼ Volleyball Net



08. UTILITY SYSTEMS



- › Park Utilities / Wireless Network Infrastructure
- › Clearing / Site Prep

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Park Utilities / Wireless Network Infrastructure



Wifi Pole

STANDARD MODEL

Manufacturer: Strong Poles

Model: 4 Inch Square Poles

OR CITY APPROVED EQUAL

PURPOSE

Provides wireless network throughout the extents of the park for patrons use.

GENERAL INFORMATION

Wireless network infrastructure is the Strong Poles, 4 inch square pole.

Provide a utility plan, including photometric lines, for all park developments.

MATERIALS AND FINISH

Construct wireless network of sturdy, durable, metal such as galvanized steel, ductile cast iron, or other metals designed for commercial and exterior use.

Provide a metal finishing of high-quality, permanently affixed black powder coating, applied through a heat-finished process.

Provide smooth welds, joints, and corners on metal elements. Joint fasteners are required to be embedded or sealed.

FEATURES

Include a remote monitoring system on all wireless network infrastructure.

INSTALLATION

Design wireless network infrastructure footings for wind loading consistent with City of Angleton code.

Design foundations by a Professional Structural Engineer licensed in the State of Texas.

Locate WiFi poles in high traffic areas, but not to impede on pedestrian access.

Store additional network equipment within a secure location such as a maintenance building, bathroom storage closet, or other room intended for Park and Recreation Staff only.

LIFE CYCLE EXPECTATIONS

A 5 year warranty is required.

Wireless network infrastructure is anticipated to be upgraded in technology after 5-10 years.

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Clearing / Site Prep



Tree protection measures

PURPOSE

All sites commencing for construction are prepared to protect the health, safety, and welfare of the public, construction crews, and surrounding natural and built environments.

GENERAL INFORMATION

Design and construct parks to meet City of Angleton and Brazoria County requirements, any standards approved by Park and Recreation Staff, and in accordance with related federal, national, state or local codes including but not limited to, the following:

- > City of Angleton Land Development Code
- > Texas 811 - Call 811 Before You Dig

Install erosion and sediment control and tree protection materials per plans as designed by a Professional Engineer or licensed Landscape Architect.

All tree work is to be performed or supervised by an ISA Certified Arborist.

Water, wastewater, electrical services, and all other utilities provided to the remainder of the subdivision is to be provided to the park as part of standard subdivision improvements.

Contractor responsible to remove all trash, dead trees and other unusable materials from the property.

Disposing of construction materials within the park by the owner or developer's contractors, subcontractors, employees or agents at any time while the park is being built is prohibited. If materials are deposited or disposed of within the park, the owner is required to remove these materials within 72 hours of written notice by the City.

Contractors to mark each corner of the park land to be dedicated with a permanent monument consisting of 3/4 inch iron pins set in concrete. Locate and identify the corners on a recordable land survey completed by a land surveyor registered in the State of Texas and provide to the City.

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09. SIGNS



- › General Sign Parameters
- › Educational / Interpretive
- › Wayfinding
- › Entry
- › Regulatory / Warning

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General Sign Parameters



▼ Type A Sign from City of Angleton Gateways and Identity Master Plan

PURPOSE

To establish a consistency throughout the City of Angleton park system that identify, inform, regulate, protect, and educate park users.

GENERAL INFORMATION

Informational signs include:

- > Educational/Interpretive
- > Entry
- > Regulatory / Warning
- > Wayfinding

Other signs include:

- > MUTCD Manual of Uniform Traffic Control Devices
- > Site Specific Warnings and Regulation

New park developments are required to include a site sign package. The package will identify location and design of all signs.

Signs designating the area as a park is supplied by the developer.

MATERIALS AND FINISH

Sign types per the City of Angleton Gateway and Identity Master Plan vary in material. Materials may include:

- > Cream Limestone
- > Stone Veneer
- > Concrete
- > Aluminum
- > Vinyl

FEATURES

Sign designs are to comply with the City of Angleton Gateways and Identity Master Plan or otherwise specified by Park and Recreation Staff.

INSTALLATION

Structural foundations for signs is to be designed by a licensed Structural Engineer in the State of Texas.

Locate signs not to conflict with existing or proposed vegetation or plantings.

LIFE CYCLE EXPECTATIONS

A 3 year minimum warranty is required on educational signs.

Signs are anticipated to require replacement after 20-30 years based on normal and ordinary wear.

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Educational / Interpretive



▼ Vacker Sign Story Walk Sign

STANDARD MODEL

Vacker Sign

Model: StoryWalk Sign

OR CITY APPROVED EQUAL

PURPOSE

Inform, educate, and communicate messages to patrons of parks, recreation areas, and open spaces.

GENERAL INFORMATION

The standard educational signage is the Vacker Sign, Model Story Walk, or City approved equal.

Locate educational and interpretive signs where:

- > Significant historic or contemporary events occurred.
- > There are thought-provoking features, structures, or processes.
- > A change in the visitor's mindset or actions is encouraged.

Sign dimension is 16.75 inches tall with a 18 inches wide by 24 inches long panel.

Related Standards: Park Walkways / Trails

MATERIALS AND FINISH

Provide black, powder coated aluminum sign post and frame.

Provide stainless steel for all hardware.

FEATURES

Angled sign is preferred.

Education or interpretive graphics provided by owner.

QR codes may be included on signs as approved by Park and Recreation Staff.

INSTALLATION

Locate signs not to conflict with existing or proposed vegetation or plantings.

Locate signs a minimum of 3 feet from the edge of all shared-use paths or pedestrian walkways.

Install per manufacturer's recommendations.

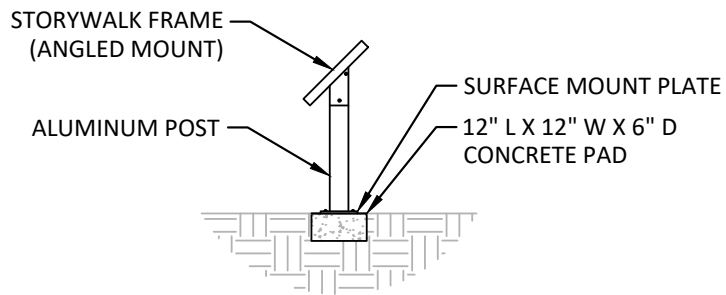
Slope the top of foundations to shed water and must be flush to finished grade.

LIFE CYCLE EXPECTATIONS

A 3 year minimum warranty is required on educational signs.

Signs are anticipated to require replacement after 15-20 years based on normal and ordinary wear.

Educational / Interpretive



▼ StoryWalk Sign - Surface Mount Installation



Wayfinding



▼ Type D Sign from City of Angleton Gateways and Identity Master Plan



▼ Type F Sign from City of Angleton Gateways and Identity Master Plan

PURPOSE

Inform, orient, and direct patrons to nearby features, amenities, and spaces.

GENERAL INFORMATION

Wayfinding signs are an information system to guide people through the natural and built environment.

Signs emphasize direction, entry, and orientation.

Related Standards: Parking Lot, Park Walkways / Trails

MATERIALS AND FINISH

Sign types per the City of Angleton Gateway and Identity Master Plan vary in material. Materials for sign type D and F include:

- > Vinyl
- > Stone Veneer
- > Concrete
- > Aluminum

FEATURES

Sign designs to comply with the City of Angleton Gateways and Identity Master Plan or otherwise specified by Park and Recreation Staff.

INSTALLATION

Design structural foundations for signs by licensed Structural Engineer in the State of Texas.

Locate wayfinding signs at trail heads and intersections, entrance drives, and high traffic pedestrian areas.

Locate signs not to conflict with existing or proposed vegetation or plantings.

LIFE CYCLE EXPECTATIONS

A 3 year minimum warranty is required on educational signs.

Signs are anticipated to require replacement after 15-20 years based on normal and ordinary wear.

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Entry



▼ Type E Sign from City of Angleton Gateways and Identity Master Plan

PURPOSE

Locate identity signs at the entrances of city owned buildings and designated parks.

GENERAL INFORMATION

All new parks, except Undeveloped Park or Passive Park (UD), are to have an entry sign.

One entry sign per egress/ingress or as approved by Park and Recreation Staff.

Signs designating the area as a park is supplied by the developer.

Related Standards: Parking Lot

MATERIALS AND FINISH

Sign types per the City of Angleton Gateway and Identity Master Plan vary in material. Materials for sign type E include:

- > Cream Limestone
- > Stone Veneer
- > Concrete
- > Aluminum

FEATURES

Sign designs to comply with the City of Angleton Gateways and Identity Master Plan or otherwise specified by Park and Recreation Staff.

INSTALLATION

Design structural foundations for signs by licensed Structural Engineer in the State of Texas.

Locate entry signs outside the clear visibility zone of a parking lot egress/ingress.

LIFE CYCLE EXPECTATIONS

A 3 year minimum warranty is required on educational signs.

Signs are anticipated to require replacement after 20-30 years based on normal and ordinary wear.

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Regulatory / Warning

Welcome to

Park Name Here

Park Address Here

- Park hours are from sunrise to sunset, except by permitted use
- Dogs must be on a leash and handlers must clean up after their pet
- Use trash cans to dispose of all waste
- No amplified sound, except by permitted use.
- No alcoholic beverages or glass containers
- No alcoholic beverages
- All vehicle parking in designated parking

For non-emergency police assistance, call 979-849-2283
For general recreation information, call 979-849-4364 or visit
www.tx.angleton2.civicplus.com/3948/Parks-Recreation
Use of this park is subject to the City of Angleton code.



Department of Park
and Recreation

▼ Park Rules Sign at Dickey Park

PURPOSE

Permanent regulatory signs provide information such as park hours, rules, regulations, emergency contact information and non-essential programming at all parks.

GENERAL INFORMATION

State the name of the park, the City of Angleton as the park operator, and a contact number to report safety issues on all signs.

Post signs in unobstructed viewsheds near activity centers or park entrances.

Additional languages may be included on signs as approved by Park and Recreation Staff.

MATERIALS AND FINISH

Materials to be durable, reflective, weather resistant, UV resistant and low-glare.

Sign graphics, colors and fonts to comply with City of Angleton Brand Standards.

Signs to be 1/16 inch minimum thick aluminum.

INSTALLATION

Mount signs to fences or attached to a standard post.

Post signs at a 4 feet vertical height from finish grade to the center of the sign board.

Any outdated or repetitive signs to be removed at time of installation.

FEATURES

Sign designs are to comply with the City of Angleton Gateways and Identity Master Plan or otherwise specified by Park and Recreation Staff.

The following sign sizes are acceptable as determined by location, size of park, visibility, and as approved by Park and Recreation Staff:

- > 24 inch length x 18 inches width
- > 24 inch length x 24 inches width
- > 36 inch length x 24 inch width
- > 48 inch length x 36 inch width

QR codes may be included on signs as approved by Park and Recreation Staff.

Orient signs in a portrait direction.

Authorized signs are approved for the following areas:

- > Fields/Active Recreation Sites
- > Natural Areas
- > Picnic Areas
- > Playgrounds
- > Ponds
- > Residential Neighborhoods
- > Waterfront, including Marina
- > Dog Park

LIFE CYCLE EXPECTATIONS

A 3 year minimum warranty is required on educational signs.

Signs are anticipated to require replacement after 10-15 years based on normal and ordinary wear.

Regulatory / Warning Signs

PURPOSE

The following text is used for park regulatory signs.

ALL PARK AREAS

(except user specific, such as dog parks, waterfront parks, athletic fields, etc.)

- › Park hours are from sunrise to sunset, except by permitted use
- › Dogs must be on a leash and handlers must clean up after their pet
- › Use trash cans to dispose of all waste
- › No amplified sound, except by permitted use
- › No firearms or explosives
- › No alcoholic beverages or glass containers
- › All vehicles in designated parking

For non-emergency police assistance, call 979-849-2283. For General recreation information, call 979-549-0410 opt. 5 or visit www.tx-angleton2.civicplus.com/394/Parks-Recreation. Use of this park is subject to the City of Angleton code.

NATURAL AREAS

- › Park hours are from sunrise to sunset, except by permitted use
- › Dogs must be on a leash and handlers must clean up after their pet
- › Use trash cans to dispose of all waste
- › No amplified sound
- › No firearms or explosives
- › No alcoholic beverages or glass containers
- › All vehicles in designated parking
- › Stay on trails to protect native plants and to avoid poison ivy
- › Disturbing park wildlife or plants is prohibited

FIELD / ACTIVE RECREATION SITES

- › Park hours are from sunrise to sunset, except by permitted use
- › Dogs must be on a leash and handlers must clean up after their pet
- › Use trash cans to dispose of all waste
- › No amplified sound, except by permitted use
- › No firearms or explosives
- › No alcoholic beverages or glass containers
- › No dogs allowed on field
- › Field use by permit only
- › No golfing
- › Vehicles in designated areas only; the City of Angleton is not responsible for damages to vehicles in this lot.
- › No vehicle maintenance allowed on site
- › Add for diamond fields: No hitting balls into fence

PICNIC AREAS

- › Park hours are from sunrise to sunset, except by permitted use
- › Dogs must be on a leash and handlers must clean up after their pet
- › Use trash cans dispose of all waste
- › No amplified sound, except by permitted use
- › No firearms or explosives
- › No alcoholic beverages or glass containers
- › All vehicles in designated parking
- › No organized sports allowed in picnic areas
- › Fires are permitted in park grills only
- › Picnic areas available by reservation; reserve online at <https://secure.rec1.com/TX/angleton-tx/catalog>



10. LIGHTING



- › Athletic Field
- › Historic Pole
- › Solar
- › Street, Parking Lot, Path, and Area

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10. LIGHTING



Athletic Field



Typical Athletic Field Lighting

PURPOSE

Provides athletic field and court lighting systems to ensure safe play environments where athletic field/court use is desired beyond normal daylight hours.

LIFE CYCLE EXPECTATIONS

A 25 year warranty is required on athletic lighting systems.

Lighting systems are anticipated to require replacement after 40 years of normal and ordinary use.

GENERAL INFORMATION

Provide athletic field and court lighting as a complete sports lighting system.

The standard system is the LED Musco Light-Structure, or City approved equal.

Provide lighting levels for safe play for the programmed sports. The average foot candle level on a rectangular playing surface is 50 foot candles (fc) with uniformity at 2.0:1.0. The average foot candle level on a court playing surface is 30 fc with uniformity at 2.0:1.0.

Include photometric plan for all park developments. Provide ample overhead lighting throughout the park to provide a safe and secure environment.

Design lighting consistent with standards approved by Park and Recreation Staff, in accordance with related federal, national, state, or local codes, including, but not limited to, the following:

- Illuminating Engineering Society of North American (IESNA)

FEATURES

Include a remote monitoring system on all light systems for performance tracking.

Include a remote lighting control system on all light systems that allows operation via website, phone, and email. Program system up to a year in advance and accept a seven day schedule.

Include an accessible on-off selector switch located on one of the poles for all lighting systems.

Include pegs on poles for maintenance access on lighting.

Locate ballasts on individual poles.

Light BUG rating as approved by Park and Recreation Staff.

MATERIALS AND FINISH

Light poles and cross arms to be galvanized steel, and meet wind loading requirements of the IBC Building Code and AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals.

Use pre-stressed direct burial concrete for bases. Design foundations by a Professional Structural Engineer licensed in the State of Texas.

The mounting heights for athletic fields are 60-90 feet above the playing surface. Mounting heights for athletic courts are 20-40 feet above the playing surface.

Contain wiring inside the cross arms and poles.

Use 1500W or 1000W metal halide lamps with external visors to minimize light glare and spill on light fixtures.

Light fixture to emit between a 5,000 and 5,800 Kelvin temperature.

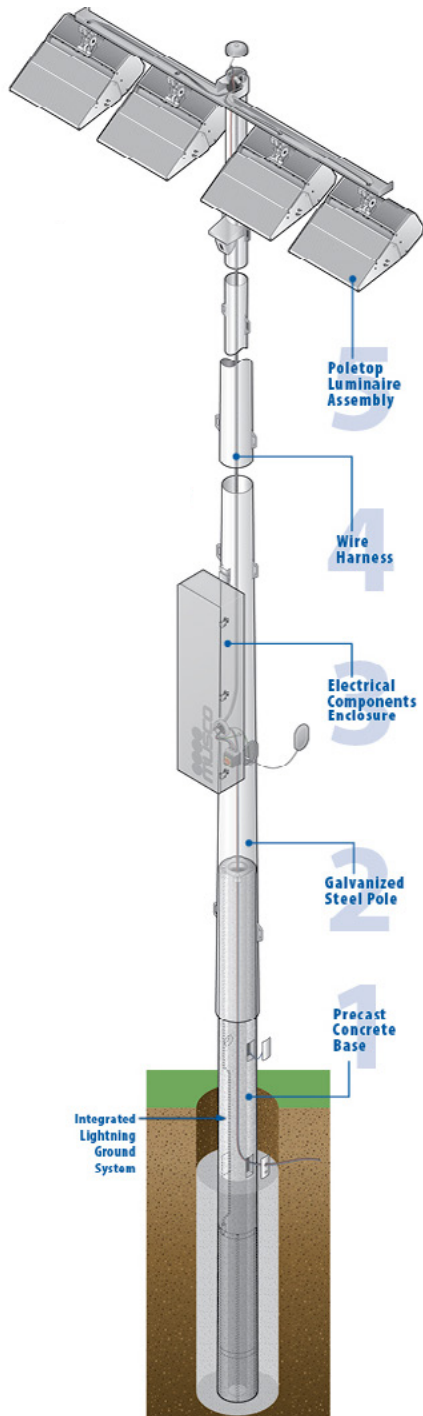
INSTALLATION

Light pole installation require separate permits.

Coordinate player-activated switches and timers to minimize additional infrastructure.

Include direct burial concrete bases for poles.

Athletic Lighting



▼ Typical Athletic Lighting

10. LIGHTING



Historic Pole



▼ Amerlux AP24 Light Fixture

LIGHT FIXTURE

Amerlux

Model: AP24 (D131/AP24)

LIGHT POLE

Holophane

Model: Wadsworth Aluminum

PURPOSE

The historic pole light is used as a street, park road, or pathway light in the City's Historic District to illuminate portions of public land or right-of-way.

GENERAL INFORMATION

Amerlux AP24 Series light fixture is the approved light fixture in the Historic District. Alternatives must be approved by Park and Recreation Staff.

Include photometric plan for all park developments. Provide ample overhead lighting throughout the park to provide a safe and secure environment.

Design lighting consistent with standards approved by Park and Recreation Staff, in accordance with related federal, national, state, or local codes, including, but not limited to, the following:

- > Illuminating Engineering Society of North American (IESNA)

MATERIALS AND FINISH

Mount light fixtures on Holophane Wadsworth aluminum poles.

Finish poles and fixtures with a satin black UV-resistant catalyzed urethane coating.

Light poles and fixtures are not to exceed 14 feet total height from finished grade to top of fixture.

Install an anchor base with poles.

The ornamental base must cover anchor bolts with one or two pieces, be vandal resistant, and finished to match the pole.

The pole top to meet the Department of Transportation and Environmental Services requirements.

A fixture cage, band, or finial is prohibited.

All metal finishing must be a high-quality, permanently affixed powder coating, done through a heat-finished process.

FEATURES

Light fixtures with separate ballast boxes are prohibited.

Light fixture to emit between a 3,000 and 4,000 Kelvin temperature.

Light BUG rating not to exceed 1.

Include full top reflectors for all globes/post top light fixtures.

INSTALLATION

Locate light poles not to conflict with existing or proposed vegetation or plantings.

Locate lights a minimum of 3 feet from the edge of all shared-use paths or pedestrian walkways.

Slope the top of light pole foundations to shed water and must be flush to finished grade.

Sleeve conduit and connections installed beneath paving.

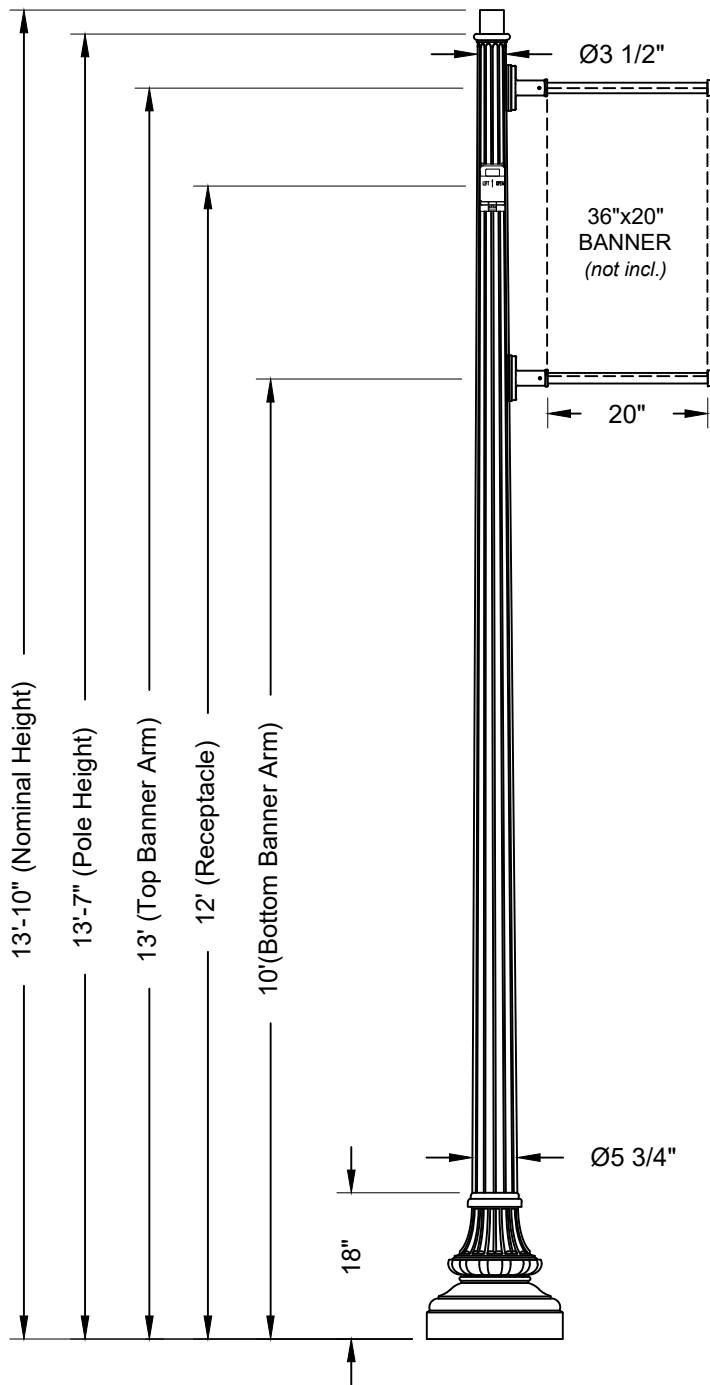
Install lights on a GFI circuit and switch.

LIFE CYCLE EXPECTATIONS

A 3 year minimum warranty is required on fixtures and poles.

Fixtures and poles are anticipated to require replacement after 20 years of normal and ordinary use.

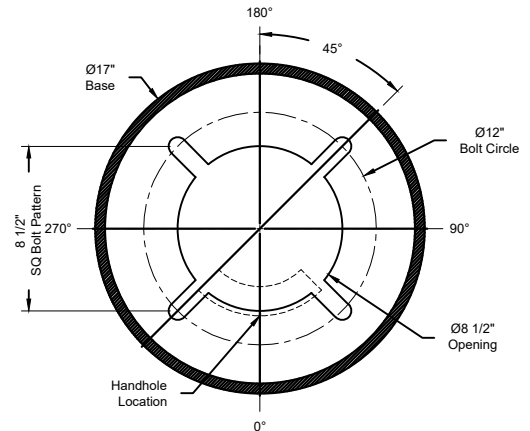
Historic Pole



Accessory Mounting Detail

	Orientation	Height
RECEPTACLE	0°	12'-0"
BANNER ARMS	180°	13'-0 & 10'-0"

Anchorage Detail



▼ Holophane Wadsworth Aluminum Pole

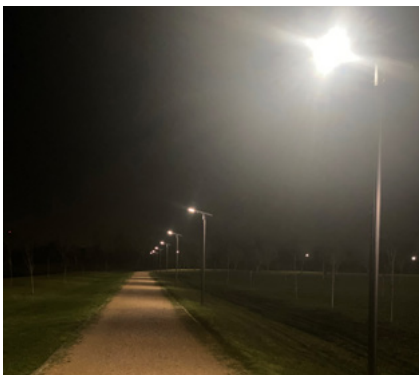
10. LIGHTING



Solar



JEC Solar Light



Middle and Bottom: Solar Lights at Freedom Park

SOLAR

Manufacturer: JEC

Model: All In One Smart Solar Light

PURPOSE

Locate lighting to illuminate portions of the park including trail heads and intersections and designated areas.

GENERAL INFORMATION

The JEC All in One Smart Solar fixture may be installed in park locations as approved by Park and Recreation Staff.

Include photometric plan for all park developments. Provide ample overhead lighting throughout the park for a safe and secure environment.

Design lighting consistent with standards approved by Park and Recreation Staff, in accordance with related federal, national, state, or local codes, including, but not limited to, the following:

- > Illuminating Engineering Society of North American (IESNA)

MATERIALS AND FINISH

Provide a black metal pole with a powder coat finish.

Light pole total height must not exceed 15 feet from finished grade to top of fixture. Recess anchor bolts anchor base casting. Provide tamper resistant covers.

FEATURES

Light fixtures to operate at 30W.

Light fixture to emit between a 3,000 and 4,000 Kelvin temperature.

Light BUG rating not to exceed 1.

INSTALLATION

Locate light poles not to conflict with existing or proposed vegetation or plantings.

Lights to be located a minimum of 3 feet from the edge of all shared-use paths or pedestrian walkways.

Mount light pole foundations to be flush to finished grade. Slope top of footing to shed water.

Sleeve conduit and connections installed beneath paving.

LIFE CYCLE EXPECTATIONS

A 5 year minimum warranty is required.

Lights are anticipated to require replacement after 20 years of normal and ordinary use.

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Street, Parking Lot, Path, and Area



▼ National LED DoradoXLE Fixture

LIGHT POLE

National LED

Model: DoradoXLE

PURPOSE

Portions of the park, street, trails, roads, parking lots and designated areas is illuminated by standard LED lighting.

GENERAL INFORMATION

Install square, down light, National LED DoradoXLE fixtures in park locations subject to City of Angleton guidelines.

Include photometric plan for all park developments. Provide ample overhead lighting throughout the park to provide a safe and secure environment.

Design lighting consistent with standards approved by Park and Recreation Staff, in accordance with related federal, national, state, or local codes, including, but not limited to, the following:

- > Illuminating Engineering Society of North American (IESNA)

MATERIALS AND FINISH

Black, die-cast aluminum powder coat finish for lamp housing and lens frame.

Install hinge assembly with lens frame for maintenance. Lens to be high-impact, clear tempered glass.

Metal poles to be black, powder coat finish with matching anchor base and tamper resistant cover.

Mount light fixture on square aluminum poles with an extended pole mounting arm to offset the fixture.

Pole bases to cover the anchor bolts in one or two pieces, be vandal resistant, and be finished to match the pole.

Pedestrian area light poles not to exceed 15 feet in height from finished grade to top of the fixture. Vehicular area light poles to comply with Department of Transportation Requirements.

FEATURES

Light fixtures that require separate ballast boxes are prohibited.

Lamps may include a wire guard.

Light fixture to emit between a 3,000 and 4,000 Kelvin temperature.

Light BUG rating not to exceed 1.

INSTALLATION

Locate light poles not to conflict with existing or proposed vegetation or plantings.

Locate lights a minimum of 3 feet from the edge of all shared-use paths or pedestrian walkways.

Slope the top of light pole foundations to shed water and be flush to finished grade.

Sleeve conduit and connections installed beneath paving.

LIFE CYCLE EXPECTATIONS

A 3 year minimum warranty is required on all light fixtures and poles.

Lights are anticipated to require replacement after 20 years of normal and ordinary use.

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11. PLANTING AND IRRIGATION



- › Planting Design
- › Irrigation

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Planting Design



▼ Southern Live Oak (*Quercus virginiana*)

PURPOSE

Provide a consistent palette of plantings that compliments existing native vegetation.

GENERAL INFORMATION

The City prefers plant material that is native, low-maintenance, drought-tolerant, cost effective, and conditioned to regional environmental and maintenance practices.

Include a landscape plan for all park developments. Focus landscape plans on tree and shrub massing with limited perennial/annual beds.

For the City preferred plant palette material and design principles, reference the current edition of the following documents:

- > Angleton Gateway & Identity Master Plan
- > Angleton Lakeside Park Master Plan
- > American Nursery and Landscape Association Standards
- > American Standard for Nursery Stock (ANSI Section Z60.1)
- > Crime Prevention Through Environmental Design (CPTED)
- > Native Landscape Certification Program Plant List (Houston Area)

Locate large canopy trees on the south and west sides of playgrounds.

MATERIALS AND FINISH

A licensed Landscape Architect in the State of Texas to approve condition of plant material.

Cover all planting areas with 3" of locally sourced shredded hardwood mulch. Do not mound mulch around or against the base of tree trunk.

FEATURES

Diversity of plant species is recommended in order to improve the health, sustainability, resiliency, and successional ecosystem benefits of the City.

INSTALLATION

Install per details provided by a licensed Landscape Architect in the State of Texas.

LIFE CYCLE EXPECTATIONS

A 1 year minimum warranty is required on all landscape material.

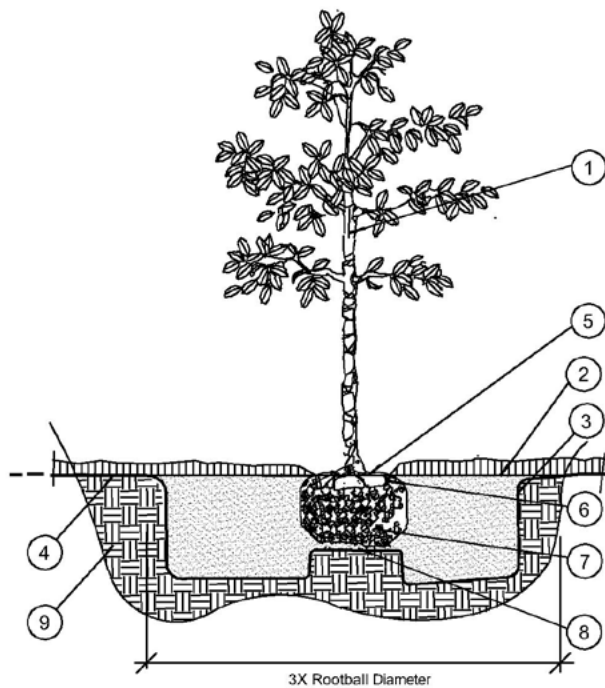
Trees are anticipated to require replacement after 30-50 years of normal and ordinary conditions.

Shrubs are anticipated to require replacement after 10-20 years of normal and ordinary conditions.

Mulch areas are anticipated to require replacement annually.

Plantings are anticipated to require replacement only if dead or damaged.

Planting Design



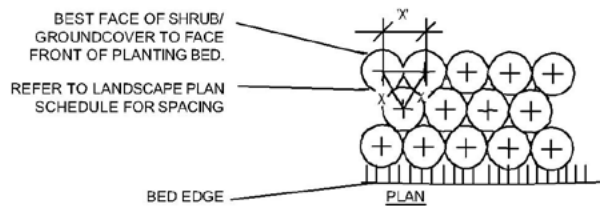
TREE PLANTING

1. TRUNK
2. 3" MINIMUM OF MULCH AS SPECIFIED, WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES COVER ROOTBALL SIDES AND EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
3. SHALLOW/ WIDE PLANT HOLE; DIG TO BE 3X THE SIZE OF ROOTBALL
4. FINISHED GRADE
5. FIND TOP-MOST ROOT ON ROOTBALL; POSITION ROOTBALL SO THIS TOP ROOT IS 2" ABOVE LANDSCAPE SOIL.
6. B & B OR CONTAINER
7. REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL.
8. PLACE ROOTBALL ON UNDISTURBED SOIL TO PREVENT SETTLING.
9. BACKFILL MATERIAL PER LANDSCAPE ARCHITECT SPECIFICATIONS.

NOTES:

- A. CONTRACTOR TO PROVIDE OF PERCOLATION PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
- B. FINAL TREE STAKING AND PLACEMENT TO BE APPROVED BY OWNER.

* ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.



SHRUB PLANTING

NOTES:

1. FIND POINT WHERE TOPMOST ROOT EMERGES FROM TRUNK WITHIN 2" OF SURFACE. CLEAR EXCESS SOIL IF NECESSARY.
2. TOP 10% OF SHRUB AND GROUNDCOVER ROOTBALLS TO BE PLANTED ABOVE THE LANDSCAPE GRADE. DO NOT COVER EXPOSED 10% ON SIDES WITH SOIL.
3. PRUNE ALL LIKE SHRUBS WITHIN A PLANTED MASS TO ACHIEVE A UNIFORM MASS/HEIGHT.
4. 3" MINIMUM MULCH AS SPECIFIED
5. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER.
6. FINISHED GRADE.
7. 12" DEPTH PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND-COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
8. SCARIFY ROOTBALL SIDES AND BOTTOM.

* ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

▼ Typical Tree and Shrub/Groundcover Planting Details



Irrigation



PURPOSE

Irrigation and water management systems is to provide supplementary water for plantings and turf areas during periods of drought.

GENERAL INFORMATION

Each park irrigation system will operate as a stand-alone system.

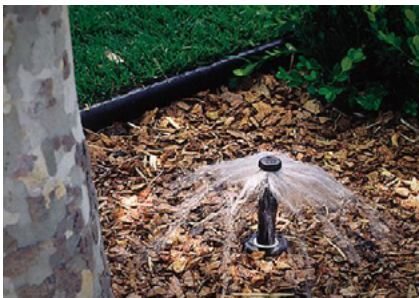
Standard irrigation components include: Hunter, Rainbird, Toro, or City approved equal.



MATERIALS AND FINISH

All irrigation systems must include communication devices to coordinate with the controller including: cluster control unit, site satellite or radio antenna, flow sensor, and rain sensor. Small sites may be exempt at the determination of Park and Recreation Staff.

Use heavy duty, H-20 loaded, Carson valve boxes with black covers. Include 3 inches minimum vertical depth of gravel at the base in all valve boxes.



▼ Irrigation types from top to bottom: drip, spray head, rotors, and bubblers.

FEATURES

All new irrigation installations to include an accurate, complete, data report of all components installed, precipitation rates and water pressure/flow rates.

Irrigation systems may include drip, spray-head, rotors, and bubblers as applicable for site specific needs.

INSTALLATION

Install irrigation systems consistent with plans designed by a Professional Irrigator licensed in the State of Texas.

Irrigation systems to operate at a minimum 60 static pressure unless otherwise noted by a Professional Irrigator licensed in the State of Texas.

Provide as-built drawings, detailing component type and information, location and connections, to Park and Recreation Staff.

Provide head-to-head (100%) coverage for all irrigation systems.

LIFE CYCLE EXPECTATIONS

A 5 year minimum warranty is required on communication components.

A 1 year minimum warranty is required on irrigation components.

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City of Angleton
Department of Parks & Recreation

121 S. Velasco St.
Angleton, TX 77515

979.849.4364

www.angleton.tx.us



May 03, 2022

To: Meghan Mainer
Director of Parks and Recreation
City of Angleton
Re: **Angleton Parks and Recreation Design Standards Manual – 100%**

Dear Ms. Mainer:

Please find the following responses addressing comments and questions from City of Angleton Parks & Recreation as detailed in your email dated April 21, 2022:

- Comment 1: **Front and Back Page:**
I like the photo but would like to use one of our own if possible.
Response 1: *Front and back cover sheets has been updated.*
- Comment 2: **Page 7:**
Change out picture to one uploaded.
Response 2: *Image has been updated.*
- Comment 3: **Page 11:**
Change both pictures to ones uploaded.
Response 3: *Images have been updated.*
- Comment 4: **Page 15:**
Change the top large picture (possibly the small one as well) and remove Peach Street Detention and move it to Natural Area listing.
Response 4: *Images have been updated. Peach Street Detention has been moved to Natural Area.*
- Comment 5: **Page 16:**
Remove "& Freedom Park".
Response 5: *Existing Sites text has been revised.*
- Comment 6: **Page 19:**
Change out the top picture to a dog park stock photo. What are we trying to say in last sentence of the definition? Is there specific information you're trying to reference? I'm not sure we have design and facility service standards listed in the Strategic Plan.
Response 6: *Image has been updated. Language has been revised to referencing the Park Land Dedication Ordinance.*

- Comment 7: **Page 23:**
Change “5 acres of less” to “5 acres or less”.
Response 7: *Size text has been updated.*
- Comment 8: **Page 25:**
Top/large picture looks blurry, change it out with an updated pic and crop out the bollard in the side picture.
Response 8: *Image resolution has been increased. Image has been cropped to remove bollard.*
- Comment 9: **Page 31:**
Wood: Walnut (we’re finding lpe is no longer available).
Response 9: *Material finishes has been revised.*
- Comment 10: **Page 36:**
Will there be an install design provided on this page?
Response 10: *Install design has been added.*
- Comment 11: **Page 37:**
The last sentence under Materials and Finish may not be accurate for our facilities. We have several locations that have multiple poles so we may need to keep this as a standard but note what the designated heights need to be if there are multiple poles for each flag. Stewart, will you look into this?
Response 11: *Additional language has been added to the standard, bearing approval from City Staff.*
- Comment 12: **Page 42:**
Will there be an install design provided on this page?
Response 12: *Install design has been added.*
- Comment 13: **Page 44:**
Will there be an install design provided on this page?
Response 13: *Install design has been added.*
- Comment 14: **Page 45:**
We also allow hex tables for plaza areas -
<https://www.treetopproducts.com/recycled-plastic-hex-table> (reference the same colors).

Response 14: The hexagon model table has been added.

Comment 15: **Page 46:**
Add diagrams for hex tables as well.

Response 15: The hexagon model table diagrams have been added.

Comment 16: **Page 50:**
Will there be an install design provided on this page?

Response 16: Install design has been added.

Comment 17: **Page 51:**
Need a clearer picture of a black chain-link fence.

Response 17: Image has been revised.

Comment 18: **Page 53:**
Remove "woodland/dark green".

Response 18: Material and finish text has been revised.

Comment 19: **Page 57:**
Rework the layout since the picture is not large enough and so that it's similar to either page 53 or 55.

Response 19: Pages 53 through 57 have been reformatted for consistency.

Comment 20: **Page 61:**
Do we have a better photo for sidewalks?

Response 20: Concrete sidewalk image has been revised.

Comment 21: **Page 65:**
I think this picture needs to be of the material we're using for the boardwalk at Lakeside. I think it's more similar to the picture you have on page 66.

Response 21: Image has been revised.

Comment 22: **Page 67:**
Would we not use the same material as the boardwalk? I don't like the railing here and don't think it's consistent with lakeside. Please reference the railing on the fishing pier for lakeside park.

Response 22: Image has been revised. Railing detail is consistent with Lakeside Park plans dated 04/24/2021; railing detail found on sheet L1.19.

Comment 23: **Page 71:**

Change out with a new parking lot photo.

Response 23: *Image has been updated.*

Comment 24: **Page 75:**
See if we have another pavilion picture that would be better suited for the cover.

Response 24: *Image has been updated.*

Comment 25: **Page 77:**
See if we have another picture that would be better suited for this page, dugout fencing should be black mesh as well - matte black in color for fencing. Chain link fabric is PVC coated, Class 2b, thermally fused and bonded. (what's listed under fencing should be here also).

Response 25: *Image has been updated and chain link specification has been added.*

Comment 26: **Page 85:**
Picture needs to be changed with a similar image on page 23:
[https://angleton.tx.us/DocumentCenter/View/5143/Angleton_Lakeside-Park_Presentation-201208?bidId=.](https://angleton.tx.us/DocumentCenter/View/5143/Angleton_Lakeside-Park_Presentation-201208?bidId=)

Response 26: *Image has been updated.*

Comment 27: **Page 99:**
Change out picture.

Response 27: *Image has been updated.*

Comment 28: **Page 101 and 109:**
Change out small picture – not clear enough.

Response 28: *Image has been updated.*

Comment 29: **Page 123:**
Consider a new picture.

Response 29: *The image has been revised to the provided image identified in comment 30.*

Comment 30: **Page 125:**
Change out wifi picture with the one attached from strongpoles.com.



Response 30: *The standard and image has been updated to reflect the strong poles specification.*

Comment 31: **Page 139:**
Are we able to adjust the white to go all the way across the sign so it doesn't look offset?

Response 31: *Park sign has been revised.*

Comment 32: **Page 147:**
Is there a picture of a black pole by chance for the first photo?

Response 32: *Specification documents provided by manufacturer primarily displays a white pole and fixture. Additional images have been added displaying black poles and fixtures.*

Comment 33: **Email from Stewart Crouch dated 4/21/2022:**
Jeffrey, The attachment is for the pavilion goal standards. Don't think it make the manual.

Response 32: *Additional Bates Basketball Goal specification sheets were added to the document.*

Comment 34: **Email from Megan Mainer dated 05/02/2022:**
Change out the Cover to the one you had before (it looks like Dickey Park) or try any of the photos attached as an alternative.

Response 32: *Image has been updated.*

Comment 35: **Email from Megan Mainer dated 05/02/2022:**
Replace page 7 photo with the cover photo.

Response 32: *Image has been updated.*

Comment 36: **Email from Megan Mainer dated 05/02/2022:**
Change pic on page 61 with the one attached.

Response 32: *Image has been updated.*

Comment 37: **Email from Megan Mainer dated 05/02/2022:**
On page 25 please cut out the bollard in the bottom photo
Response 32: *Image has been revised.*

Sincerely,



Jeffrey Holzer, PLA, CPSI / Kimley-Horn
Project Manager / Landscape Architect



April 29, 2022

To: Meghan Mainer
Director of Parks and Recreation
City of Angleton

Re: **Angleton Parks and Recreation Design Standards Manual – 90% Draft**

Dear Ms. Mainer:

Please find the following responses addressing comments and questions from City of Angleton Parks & Recreation as detailed in your email dated April 21, 2022:

Comment 1: **Front and Back Page:**

I like the photo but would like to use one of our own if possible.

Response 1: *Front and back cover sheets has been updated.*

Comment 2: **Page 7:**

Change out picture to one uploaded.

Response 2: *Image has been updated.*

Comment 3: **Page 11:**

Change both pictures to ones uploaded.

Response 3: *Images have been updated.*

Comment 4: **Page 15:**

Change the top large picture (possibly the small one as well) and remove Peach Street Detention and move it to Natural Area listing.

Response 4: *Images have been updated. Peach Street Detention has been moved to Natural Area.*

Comment 5: **Page 16:**

Remove "& Freedom Park".

Response 5: *Existing Sites text has been revised.*

Comment 6: **Page 19:**

Change out the top picture to a dog park stock photo. What are we trying to say in last sentence of the definition? Is there specific information you're trying to reference? I'm not sure we have design and facility service standards listed in the Strategic Plan.

Response 6: *Image has been updated. Language has been revised to referencing the Park Land Dedication Ordinance.*

- Comment 7: **Page 23:**
Change “5 acres of less” to “5 acres or less”.
Response 7: *Size text has been updated.*
- Comment 8: **Page 25:**
Top/large picture looks blurry, change it out with an updated pic and crop out the bollard in the side picture.
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Response 32: *Additional Bates Basketball Goal specification sheets were added to the document.*

Sincerely,

Jeffrey Holzer, PLA, CPSI / Kimley-Horn
Project Manager / Landscape Architect



April 08, 2022

To: Meghan Mainer
Director of Parks and Recreation
City of Angleton

Re: Angleton Parks and Recreation Design Standards Manual – 60% Draft

Dear Ms. Mainer:

Please find the following responses addressing comments and questions from City of Angleton Parks & Recreation as detailed in your email dated March 24, 2022:

COMMENTS

- Comment 1: Parks & Recreation Board – Add Terry Roberts.
Response 1: *Terry Roberts has been added to the Parks and Recreation Board.*
- Comment 2: Introduction: mention that all exceptions to the standard must be approved by Park & Recreation Staff (please use Parks & Recreation Staff in other applicable areas as well) and note that amenities don't have to be immediately updated or changed if the standard changes; however, if equipment or amenity is changed, refreshed or replaced, it must comply with updated standard.
Response 2: *Introduction has been revised.*
- Comment 3: Change out information regarding alternatives being approved by the Director of Parks & Recreation to Park & Recreation Staff.
Response 3: *Information has been revised to be per Park and Recreation Staff.*
- Comment 4: I think we should eliminate the wood shelter.
Response 4: *Wood shelter has been identified as picnic pavilion per City conversation on April 4, 2022.*
- Comment 5: Signature Park – Size may vary depending on the types of amenities. Traditionally greater than 100 acres in size.
Response 5: *Signature Park size has been updated.*
- Comment 6: Metro Park – Size may vary depending on the types of amenities. Traditionally these sites may be up 50.1-100 acres in size.

Response 6: Metro Park size has been updated.

Comment 7: Undeveloped Park or Passive Park (UD) – change “Western Avenue Detention Area” to “Western Avenue”.

Response 7: Western Avenue has been updated.

Comment 8: Page 3 - From: The standards are intended to **sustain-life cycle** resources investment in public space by informing/guiding open space planning capital improvements, and operational capacity. To: The standards are intended to **sustain life-cycle** resources investment in public space by informing/guiding open space planning capital improvements, and operational capacity.

Response 8: Introduction has been updated.

Comment 9: Page 9 and other pages: The acronym **ITS** (is used before it is defined. I, for one, do not know what **ITS** stands for.

Response 9: Information Technology Systems (ITS) has been updated.

Comment 10: Page 23 - From: Set bike racks **must to be** firm and plumb. To: Set bike racks **must be** firm and plumb.

Response 10: Bike rack installation information has been updated, per page 33.

Comment 11: Page 25 – Fill photo to the full width of text.

Response 11: Angleton Recreation Center image expanded to fill text width.

Comment 12: Page 27 – Notes Disc Golf is not found at a community park but we have disc golf at Dickey and we have classified Dickey as a community park.

Response 12: Recommended Features by Classification chart has been updated.

Comment 13: Page 49 - From: Natural Bollards **is** To: Natural Bollards **are**; we may also want to point out that trees and vegetation can be natural bollards.

Response 13: Natural bollard information has been updated.

Comment 14: Page 51 – the purple block at the bottom doesn’t meet the picture.

Response 14: Image has been revised to meet bottom purple block.

Comment 15: Page 57 – picture needs to be replaced to reflect our standard. See <https://angleton.tx.us/DocumentCenter/View/5461/Angleton-University-Lakeside-Park?bidId=> on page 21 for the Aluminum Post with cedar horizontal fencing. We can get you a better picture.

Response 15: *Image has been replaced.*

Comment 16: Page 58 – we have design work in the Lakeside Construction Plans for specifications of the Wood Enclosure.

Response 16: *Wood Enclosure details have been added.*

Comment 17: Page 59 – need a higher resolution photo.

Response 17: *The image has been replaced.*

Comment 18: Page 61 – General information should include ADA compliance; we need to include sidewalks around playgrounds and along street fronts are required to be ADA compliant, or 4' currently.

Response 18: *Minimum park standards have been added to include ADA compliance, street frontages, and sidewalks around playgrounds.*

Comment 19: Page 71 – replace with a better/closer up picture.

Response 19: *Image has been replaced.*

Comment 20: Page 73 – Under Features it mentions 12' and 8' and needs to be 10' and 6'; Overhead clearance needs to reflect our city ordinances which I believe are 9'.
https://library.municode.com/tx/angleon/codes/code_of_ordinances?nodeId=PTIICOOR_CH22STSIOTPUPL_ARTIST_DIV20B

Response 20: *Pathway and overhead clearance dimensions have been updated.*

Comment 21: Page 77 – bleacher and dugout cover should be black with a gray hardware/metal structure.

Response 21: *Bleacher and dugout covers is identified as black color with stainless steel hardware.*

Comment 22: Page 99 – we need to get you a clearer picture.

Response 22: *Additional imagery is being coordinated with Kimley-Horn, the City of Angleton, and a professional photographer.*

Comment 23: Page 103 – needs a clearer design for the lefthand image.

Response 23: *Diagram has been updated.*

Comment 24: Page 105 – change out picture with what Stewart sent.

Response 24: *Image has been replaced.*

Comment 25: Page 109 – change out picture with the one on page 101; colors purple, black, and gray.

Response 25: *Image has been replaced.*

Comment 26: Page 111 – I would add info about numbered baskets, directional signage, and course map; tee pad specifications are written, only shown on the backside – please add spec on page 111.

Response 26: *Basket and sign specifications have been provided to the standard.*

Comment 27: Page 115 – add that the backstops should be black and what materials should be used.

Response 27: *Backstop material and finish has been updated.*

Comment 28: Page 121 – remove concrete border for court; we will require something like this for the boundary lines in black

<https://www.volleyballusa.com/2-inch-premium-boundary-lines/>

Response 28: *Concrete border has been removed from volleyball court standard. Boundary lines have been added to the standard.*

Comment 29: Page 129 – we need a clearer picture. We'll see if we can get one from Clark Condon.

Response 29: *The image has been updated.*

Comment 30: Page 135 – refer to Gateway, wayfinding signage should be specified in that packet.

Response 30: *City of Angleton Gateway and Identity Master Plan document is referenced in all monument sign standards.*

Comment 31: Page 139 – we need to change the picture out with a different design. We'll have to reference Virginia Park or Alexandria for a pic to reflect the style.

Response 31: *Picture has been revised to Alexandria style.*

Comment 32: Page 147 – we need a clearer picture.

Response 32: *Image has been updated. Page number updated to 145.*

Comment 33: Page 152 – we'll use information in the gateway master plan and Lakeside park master plan.

Response 33: *Angleton Gateway and Identity Master Plan and Lakeside Park Master plan referenced in planting standard.*

Comment 34: Back cover – phone number is 979-849-4364.

Response 34: *Phone number has been updated.*

QUESTIONS

Comment 35: Do we need to include Approximate public open space acres and number of individual sites? This may change as we grow so I don't want to have to constantly update. Is there another way we can say this like Over 275 acres of parkland and nearly 20 individual sites? Or something like that.

Response 35: *Introduction has been revised.*

Comment 36: There may be some confusion with Public Parks and HOA parks. Can we add a page to specify the difference and note HOA parks constructed after 2022 will be required to construct parks to park standards? [NOTE: This statement needs to be better defined. For example, an HOA that is in a MUD has the possibility of being annexed should comply with the standards as should an HOA park in a development that is seeking parkland credit for their park.

Response 36: *Additional language has been added to the introduction page stating reference to the City of Angleton Park Land Dedication Ordinance as directed by City staff during April 4, 2022 meeting.*

Comment 37: If an HOA is private and self funded then the standards have no jurisdiction there. Please make sure that is clearly stated.

Response 37: *Additional language has been added to the introduction page.*

Comment 38: Page 27 – would we have a maintenance building at an undeveloped or passive park?

Response 38: *Recommended Features by Classification chart has been updated.*

Comment 39: Page 31 – do we need to mention anything under materials and finish with respect to recycled plastic?

Response 39: *The use of recycled materials is acceptable per City conversation of April 4, 2022. The standard has been updated accordingly.*

Comment 40: Page 43 – did we supply you with the pet waste bag dispenser we’d like to use? We have it designated and can send the info if you don’t already have it.

Response 40: Dog waste bag dispenser information has been updated.

Comment 41: Page 45 – do we need to mention anything under materials and finish with respect to recycled plastic?

Response 41: The use of recycled materials is acceptable per City conversation of April 4, 2022. The standard has been updated accordingly.

Comment 42: Page 47 – Do you have the information you need for trash receptacles? We have two options we’d like to include depending on the facility/size of the park.

Response 42: Additional trash receptacle information has been added.

Comment 43: Page 79 – Is this what you mean by metal shelter? Page 23 https://angleton.tx.us/DocumentCenter/View/5143/Angleton_Lakeside-Park_Presentation-201208?bidId=. If not, we’ll need to get you spec on the Bates Pavilion and we can keep Page 23 shelter as our “Wood Shelter” – design requirements for both can be provided.

Response 43: Metal shelter information has been updated per Bates Park metal shelter. Wood shelter has been updated and renamed to Picnic Pavilion.

Comment 44: Page -83 – do you have the information you need for this? If not we can provide it.

Response 44: Shade canopy information updated.

Comment 45: Page 119 – we reference USTA standards in installation but not general information. Are NGHS standards and USTA standards the same? If not, we want to ensure ours are USTA.

Response 45: USTA and NFHS tennis court dimensions are the same, general information updated to reference USTA standard.

Comment 46: Page 133 – do you have the information you need for this? If not here is a link:
<https://vackersign.com/products/storywalk-frames/#>

Response 46: Educational signage has been updated. Page number updated to 131.

Sincerely,



Jeffrey Holzer, PLA, CPSI
Project Manager / Landscape Architect
Kimley-Horn



March 10, 2022

To: Meghan Mainer
Director of Parks & Recreation
City of Angleton

Re: **Angleton Parks and Recreation Design Standards Manual – 30% Draft**

Dear Ms. Mainer:

Please find the following responses addressing comments received on February 10, 2022, in both email and PDF format from the Department of Parks & Recreation:

Meghan Mainer, Email dated 2/10/22

Comment 1: I would recommend we use the adoption date of the Parks & Recreation Design Standards Manual on the front cover.

Response 1: Adoption date updated to May 2022.

Comment 2: For “City of Angleton” please use Playlist Script as the font.

Response 2: City of Angleton font has been updated.

Comment 3: I’d like to see the date block either eliminated or placed elsewhere on the front cover.

Response 3: Date block has been relocated to bottom left of page.

Comment 4: Are you able to make the navigation tab that is gray at the top of the page purple like page 7 rather than gray on all other pages?

Response 4: Navigation tab has been updated to purple.

Comment 5: I’d like to see the transparent purple block that is on page 7 carried out on each park component. If it doesn’t look right once we see it this way we will need to move the gray section break line up towards to the title of each page as well as the picture. Example attached and depicted below:



Response 5: All headers have been updated with transparent purple header.

Comment 6: Signature Park – “staffing”: May be staffed with part-time or full-time employees; Lakeside Park is only 44 acres (25 acres is pond feature), we don’t have any sports fields here so we may consider removing Lakeside as an existing site and moving it to Community Park; add wifi to typical amenities or infrastructure section.

Response 6: Staffing has been revised to include part-time employees. Lakeside Park has been moved to Community Park standard. Wi-Fi has been added to the Typical Amenities section.

Comment 7: Metro Park – add a period at the end of the description; add wifi to a to typical amenities or infrastructure section.

Response 7: A period has been added to the end of the description. Wi-Fi has been added to the Typical Amenities section.

Comment 8: Community Park – add Lakeside to existing parks and add wifi to typical amenities or infrastructure section.

Response 8: Lakeside Park has been added to Community Park standard. Wi-Fi has been added to the Typical Amenities section.

Comment 9: Special Use Park – add Dog Park, Skate Park, and BMX Park under Special Use Site Types.

Response 9: Dog Park, Skate Park, and BMX Park has been added under Special Use Site Types section.

Comment 10: Linear Park – remove horseback riding and replace it with skateboarding under the description.

Response 10: Horseback riding has been replaced with skateboarding under the Linear Park description.

Comment 11: Urban Plaza – add wifi to a typical amenities or infrastructure section and add memorials and amphitheaters under Unique Amenities.

Response 11: Wi-Fi has been added to the Typical Amenities section. Memorials and amphitheaters have been added under the Unique Amenities section.

Comment 12: Underdeveloped Park – change 1 acre or less to varies under Size.

Response 12: Size description has been changed to varies.

Comment 13: Undeveloped or passive parks need to mention the following items somewhere on the standards because it's listed in our parkland dedication calculations:

Grading, Drainage and Utilities:
Lighting and Electrical:
Softscape:

Response 13: Grading, Drainage and Utilities has been added to the Underdeveloped Park description. Lighting and Electrical has been identified in the Utility section. Softscape has been identified in the Typical Amenities section.

Comment 14: Starting under site furnishings, fencing, paving, etc. we go back to the double line titles, please change them to one.

Response 14: Standard headers have been revised as a single line of text.

Comment 15: Please find a black drinking fountain example for the picture on page 33.

Response 15: A black drinking fountain example has been included.

Comment 16: Need a clearer picture on page 36 but you may be using that as a placeholder.

Response 16: The picture has been revised.

Comment 17: Please find a black pet fountain example for the picture on page 39.

Response 17: A black pet fountain example has been included.

Comment 18: Need a clearer picture on page 108 but you may be using that as a placeholder.

Response 18: The picture has been revised.

Kyle Livesay, Email dated 2/10/22

Comment 19: Presentation looks much improved over previous version.

Response 19: Acknowledged.

Comment 20: Look will improve and become more personalized to Angleton with the inclusion of photos from Angleton locations.

Response 20: Acknowledged, Angleton photos have been included.

Comment 21: Logical and consistent in most cases. There are a few examples of standards where the layout seems mismatched with others (example in comments document):

- (a) Page 1: Will date be an adoption date or version date? May need labeled as such to make the date relevant?
- (b) Page 2: Page number and footer format changes every other page. I assume this is for printable/binded format. But something that I noticed.
- (c) Page 5: Since numbered, indent the second line of text for these? Number 11 stood out. 1, 5, and 7 were not noticeable. However, possible that it could make alignment look off.
- (d) Page 7: Not sure what this line under the purple text block is. May be corrected when photo is changed.
- (e) Page 31: Single line of text to match other sections. Especially on such a short title.
- (f) Page 33: (i) Single Line of Text; and (ii) Could section start under General Information Section to eliminate centered white space?
- (g) Page 36: Should heading on specs page be different font color?
- (h) Page 43: Would photo be better sized above the text since in other examples, photo is atypically along the top? Refer to Concrete Sidewalk Example.

*Response 21: A) Adoption date updated to May 2022.
 B) Page numbers alternative sides is intentional. When the document is printed as a book, the numbers will correspond to the appropriate corners.
 C) Second lines have been indented.
 D) Header line has been removed.
 E) Headers have been updated to a single text line.*

F-i) Standard headers have been revised as a single line of text.

F-ii) Each standard is organized per a standard format and each standard has a volume of different content. Minor modifications are made to the format to ensure complete content information is provided. White space will vary on each standard.

G) Yes, the font colors are intentional. The purple heading is to indicate the primary content page while the gray color indicates the secondary page with diagrams.

H) Page layout has been revised.

Comment 22: Will users recognize the button for returning to the Parks Standards table of contents? Will digital version have some sort of instruction? Seems easy to miss.

Response 22: *Return to Table of Contents icon has been revised to a home icon for better recognition of functionality.*

Sincerely,



Jeffrey Holzer, PLA (VA), CPSI
Kimley-Horn



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/24/2022

PREPARED BY: Megan Mainer

AGENDA CONTENT: Discussion and possible action on a variance to waive fees for the Juneteenth Mass Gatherings permit.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: NA **FUNDS REQUESTED:** TBD

FUND: TBD

EXECUTIVE SUMMARY:

The Juneteenth Celebration Committee submitted a letter to Chris Whittaker requesting a variance for the Mass Gatherings Permit fee for their annual Juneteenth Celebration scheduled for June 18, 2022, from 11am – 8pm. The Juneteenth Celebration Committee would like your consideration to waive the fees associated with the Mass Gatherings Permit. Food will be free for patrons and a DJ will be onsite. A band will play from 5-7pm.

Additionally, the Parks Division has historically provided additional trashcans and trashcan liners for the event.

RECOMMENDATION:

Staff recommends City Council approve variance to waive fees for the Juneteenth Mass Gatherings permit.

SUGGESTED MOTION:

I move we approve variance to waive fees for the Juneteenth Mass Gatherings permit.

**CITY OF
ANGLETON**
Mass Gathering
Application

Event Name: JUNETEENTH CELEBRATION

Performers:

Name and address of each performer who has agreed to appear at the mass gathering:

NONE

Name and address of each performer's agent: NA

SUBMIT A DESCRIPTION OF THE TERMS OF THE AGREEMENT BETWEEN THE PROMOTER AND THE PERFORMER

HEALTH AND SANITATION COMPLIANCE:

Following the minimum standards of the Texas Administrative Code, Title 25, Section 265.3 (water supply, toilet facilities, vector control, solid waste facilities, noise control, food sanitation, medical and nursing care and final site clean-up)

Describe the water supply, meeting minimum standards noted above:

THE GROUP WILL USE PUBLIC WATER SUPPLY VIA RESTROOMS IF NEEDED

Describe the Toilet facilities, meeting minimum standards noted above:

THE GROUP WILL USE PUBLIC RESTROOMS DURING PARK HOURS OF OPERATION

Describe Vector Control, meeting minimum standards noted above:

NA

Final Site Clean Up Plan

The promoter must include a site clean-up plan for returning the site to its pre-event condition, meeting the minimum standards for final site clean up noted above.

SECURITY AND PUBLIC SAFETY COMPLIANCE:

Following the minimum standards of the Texas Administrative Code, Title 37, Chapter 1, Subchapter L, Section 1.161-1.169,

Describe the method promoter will use to ensure maximum number of attendees is not exceeded:

THIS IS A COME AND GO EVENT SO MAX OCCUPANCY IS NOT AN ISSUE AT THIS EVENT.

Describe the preparations you will take to provide traffic control and physical security, including a copy of a contract or agreement between the promoter and the City of Angleton Police Department and/or Brazoria County Sheriff's Department listing the exact number of off-duty police officer and deputies to be on site at the mass gathering, submitting a security plan and how security will be handled for the event:

PARTICIPANTS WILL BE ASKED TO FOLLOW ALL TRAFFIC LAWS AND PARK IN

DESIGNATED PARKING AREAS. ANGLETON PD WILL BE ASKED TO DO DRIVE

THROUGH THE PARK.

Describe the steps you will take to ensure that the mass gathering will be conducted in an orderly manner:

JUNETEENTH CELEBRATION COMMITTEE WILL COMMUNICATED TO PARTICIPANTS

AND ADVERTISE IN ADVANCE SPECIFIC SAFETY PROTOCOL.

SUBMIT PLAN TO ADDRESS HAZARDOUS CONDITIONS, INCLUDING, BUT NOT LIMITED TO EVACUATION, CANCELLATION OR DELAY OF THE MASS GATHERING.

Identify the locations on the grounds where promoter or representative will be available at all times during the event:

BATES PAVILION

INDEMNIFICATION PROVISION

THE PROMOTER AGREES TO 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.

Information True and Correct

The undersigned promoter affirms that all of the information provided or to be provided by the promoter is true and correct.

Promoter: JUNETEENTH CELEBRATION COMMITTEE

By: Ada Pierce

ADA PIERCE

Signature

Printed Name

Title: JUNETEENTH CELEBRATION COMMITTEE CHAIR PERSON

Date: 4/27/22

WHEN APPLICATION IS COMPLETE, TURN APPLICATION AND ALL REQUIRED DOCUMENTS IN TO THE CITY MANAGER AT 121 S. VELASCO, ANGLETON, TEXAS.

FOR OFFICE USE ONLY:

Angleton Police Department:

Approved

or

Denied

By:

Name: Assistant Chief Chris DeHaven

Signature: P.C. DeHaven

Date: 5/02/22

Notes: _____

Angleton Health Authority:

Approved

or

Denied

By:

Name: Laura GutierrezSignature: Laura Gutierrez Date: 5/2/2022

Notes: _____

Angleton Fire Marshal:

Approved

or

Denied

By:

Name: Scott Myers (Fire Chief)Signature: Scott Myers Date: 5/2/22

Notes: _____

Juneteenth Celebration Committee

P. O. Box 1465
Clute, Texas 77531

March 22, 2022

Dear City Council:

The Juneteenth Celebration Committee is requesting a noise variance for our Juneteenth Celebration in Jesse Bates Park on June 18, 2022. The celebration is from 11 am. until 8:00 pm. Thank you.

Yours truly,

Ada Pierce
Juneteenth Celebration Committee Chairman
(832) 921-1744



AGENDA ITEM SUMMARY FORM

MEETING DATE: 05/10/2022

PREPARED BY: Jeff Sifford

AGENDA CONTENT: Due to tree roots making the sidewalk impassable and dangerous, we need to move the easement for the sidewalk.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Grantor wishes for Grantee to remove, maintain, and repair the sidewalk which crosses the Property, a portion of which now requires replacement due to the natural growth of certain trees that both the Grantor and Grantee wish to preserve; and Grantor wishes to grant to Grantee a five-foot (5') easement for the removal, maintenance, repair, and possible relocation of the sidewalk; and Grantor and Grantee desire to establish the easement and rights and obligations benefiting and burdening the easement and the Property, as hereinafter provided.

RECOMMENDATION: Staff recommends city council accept the sidewalk easement agreement.

AFTER RECORDING RETURN TO:

City of Angleton
City Secretary
 121 S. Velasco St.
 Angleton, Texas 77534

NON-EXCLUSIVE, PERPETUAL SIDEWALK EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERPETUAL SIDEWALK EASEMENT AGREEMENT (the “Agreement”) is made this _____ day of _____, 2022 (the “Effective Date”) by and between **Robert R. Jones (hereinafter referred to as “Grantor”)** and the City of Angleton, Texas, a municipal corporation in the State of Texas (**hereinafter referred to as “Grantee”**). The Grantor and the Grantee may be referred to, singularly, as each a “Party,” and may be referred to, collectively, as the “Parties.”

WITNESSETH:

WHEREAS, Grantor is the owner of those certain tracts or parcels of land lying and being in Brazoria County, Texas, being more particularly described in Exhibit A, attached and incorporated hereto and made a part hereof by this reference (hereinafter referred to as the “Property”); and

WHEREAS, Grantor wishes for Grantee to remove, maintain, and repair the sidewalk which crosses the Property, a portion of which now requires replacement due to the natural growth of certain trees that both the Grantor and Grantee wish to preserve; and

WHEREAS, Grantor wishes to grant to Grantee a five-foot (5’) easement for the removal, maintenance, repair, and possible relocation of the sidewalk; and

WHEREAS, Grantor and Grantee desire to establish the easement and rights and obligations benefiting and burdening the easement and the Property, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the parties hereto, Grantor and Grantee do hereby covenant and agree as follows:

1. **Benefited Parties; Binding Effect.** The rights, easements, and obligations established in this Agreement shall run with the land, be for the benefit of the parties, and shall be binding upon the Property.
2. **Sidewalk Easement.** Grantor does hereby grant and convey, and by these presents does hereby grant and convey, unto Grantee and its successors, for the benefit of and as an appurtenance to the Property, a non-exclusive, perpetual easement, five-foot (5’) in width, in, on, over, across, through, and under the Property to remove, place, construct, build, operate, maintain, use, repair, relocate, and replace the existing sidewalk in, under, over, or across the Property (the “Sidewalk Easement”) and together with all rights and privileges necessary or convenient for the Grantee’s full enjoyment and use thereof for the above-mentioned purposes, including but not limited to the right of ingress and egress over and across the Property for the purpose of exercising the easement rights herein granted, subject to the terms and provisions hereinafter set forth. Grantee and its successor shall use the Sidewalk Easement only to remove, place, construct, build, operate, maintain, use, repair,

relocate, and replace the sidewalk in, under, over, or across the Property, as that sidewalk currently exists and hereafter exists in the future. Grantee, and its successors, has the right to remove, place, construct, build, operate, maintain, use, repair, relocate, and replace the existing sidewalk in, under, over, or across any portion of the Sidewalk Easement. All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the existing sidewalk are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement and Grantee's compliance with all applicable laws and matters of record.

Except as set forth herein, Grantee has the right to eliminate any encroachments into or obstructions of the Sidewalk Easement as provided herein which would unreasonably interfere with Grantee's use thereof upon giving Grantor ten (10) days' written notice, unless an event occurs that, in the sole discretion of the Grantee, presents a danger to life, health, safety, welfare, or property, in which case Grantee may act without prior notice to the Grantor. Notwithstanding the foregoing, the Grantee shall not remove any driveway, road, parking lot, pipelines, utilities, or any other improvements, whether now or hereafter existing, nor shall same qualify as an encroachment or obstruction for the purpose of this Agreement.

Grantee shall, to the extent reasonably possible, remove, place, construct, build, operate, maintain, use, repair, relocate, or replace the existing sidewalk in a manner that will allow Grantor to utilize the Property to the fullest extent possible, and Grantee shall install, construct, and maintain, or cause the installation, construction, or maintenance of such sidewalk so as to minimize impact on the Property.

3. **Manner of Performing Work.** Whenever a party shall perform any construction, maintenance, repairs, or replacements in the Sidewalk Easement granted by this Agreement or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes, and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable. Any damage caused to Property due to exercise of the rights granted by this Agreement shall be repaired and returned to their prior condition by the Party causing such damage.
4. **Extent of Liability.** Notwithstanding any other provision contained in this Agreement to the contrary, Grantor and Grantee hereby expressly agree that the obligations and liability of each Party shall be limited solely to such Party's interest in this Agreement, as such interest is constituted from time-to-time. Grantor and Grantee agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in this Agreement, as such interest is constituted from time-to-time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in this Agreement, as such interest may be constituted from time-to-time.
5. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received three (3) days after deposit in the United States mail, certified mail, postage prepaid, and return receipt requested, addressed to a party's address of record.
6. **Duration.** The provisions of Sections 2 and 3 of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law. All rights and obligations granted herein shall also be deemed granted to each Party's successors,

assigns, and tenants/lessees. Other provisions of this Agreement are perpetual except as may be specifically limited in time as stated therein.

7. **Miscellaneous.** This Agreement shall be governed in accordance with the laws of the State of Texas. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege, or remedy granted, created, conferred, or established hereunder. This Agreement may be amended, modified, or terminated only in writing, executed and acknowledged by all Parties to this Agreement or their respective successors or assigns, and only with the prior written consent of the then current tenant of the Property. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have set their hands and seals as of the day, month, and year first above written.

GRANTOR

ROBERT R. JONES

By: _____

Name: _____

Title: _____

GRANTEE

THE CITY OF ANGLETON, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

§

BRAZORIA COUNTY

§

Personally appeared on this _____ day of _____ 2022, **ROBERT R. JONES**, who, being duly sworn, did acknowledged the foregoing instrument to be a voluntary act and deed.

[PLACE SEAL BELOW]

 Notary Public, State of Texas

STATE OF TEXAS

§

§

BRAZORIA COUNTY

§

Before me, the undersigned authority, on this day personally appeared **JASON PEREZ**, who acknowledged to me that he executed the above and foregoing document in his capacity as **Mayor for and on behalf of the City of Angleton, Texas**.

Given under my hand and seal of office this, the _____ day of _____ 2022.

[PLACE SEAL]

 Notary Public in and for the State of Texas

EXHIBIT A***Description of Property***

Physical Address: 501 E. Mulberry Street, Angleton, Brazoria County, Texas 77515

Legal Description: Lots 13, 14, 15, and 16, Block 88, Moore & Miller Addition to the City of Angleton, Brazoria County, Texas, according to map or plat thereof recorded in the office of the County Clerk of Brazoria County, Texas.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 05/10/2022

PREPARED BY: TENCHA WILLIAMS

AGENDA CONTENT: Discussion and possible action to approve the Quarterly Investment Reports for December 2021.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Attached is the Quarterly Investment Report for the 1st Quarter of 2022 fiscal year. City funds are divided between seven financial institutions (Texas Gulf Bank, Wells Fargo Bank, JP Morgan Chase Bank, First State Bank-Louise, TexPool, Lone Star and TexSTAR). The City also has certificates of deposit through First State Bank which matures in May of 2022. The 2021 bond was added to the portfolio, therefore, contributing to the \$337K increase due to property taxes collected and a \$2.4 million increase due to the addition of the 2021 bond.

The City's current Investment Policy sets an interest rate goal equal to that of the 91-day treasury bill which was approximately .06%. Some of the City's accounts with fixed interest rates did not reach this benchmark but overall the City maintained this benchmark. Police Seizure account earns no interest by state law, but no service charges are being incurred. Transfers may be needed to maximize returns. However, safety of principal, diversity of funds and the financial contract with First State bank will limit some movement of funds.

RECOMMENDATION:

Staff recommends Council approve the Quarterly Investment Reports for December 31, 2021.

BANK INVESTMENTS



ACCOUNT NAME	INSTITUTION	FY 2021 1st Quarter As of Dec 31, 2021	FY 2022 2nd Quarter As of March 31, 2022	FY 2022 3rd Quarter As of June 30, 2022	FY 2022 4th Quarter As of Sept 30, 2022	Last Qtr. Change	Average Monthly Investment Rate
Pool Cash (City Funds)	WELLS FARGO	\$982,670.68				\$79.98	0.1600%
Pool Cash (City Funds)	FSB - LOUISE	\$5,129,583.88				\$472,991.85	0.2500%
Pool Cash (Emergency Funds)	FSB - LOUISE	\$2,048,528.30				\$110.82	0.0100%
Pool Cash (City Funds)	LONE STAR	\$1,773,093.34				\$14,243.07	0.0305%
General Account (City Funds)	TEX POOL	\$1,603,382.88				\$149.40	0.0373%
JPMorgan Chase Bank	CHASE	\$263,626.40				\$18,363.98	0.0000%
General Account (City Funds)	TEX STAR	\$1,695,856.32				\$48.42	0.0139%
2013 Debt Issue	LONE STAR	\$152,578.38				\$24.45	0.0600%
2018 Bond Series	LONE STAR	\$4,988,610.19				\$64.25	0.0100%
2019 Bond Series	TEX STAR	\$2,239,571.11				\$64.01	0.0139%
2020 Bond Series	TEX POOL	\$3,001,326.55				\$279.62	0.0373%
2021 Bond Series	TEX STAR	\$2,400,033.84				\$2,400,033.84	0.0139%
Debt Issue Service Acct	FSB - LOUISE	\$11,272.28				\$7.10	0.2500%
Trust Account	FSB - LOUISE	\$3,574.92				(\$418.23)	0.2500%
Certificate of Deposit (12 months)	FSB - LOUISE	\$1,050,152.37				\$925.62	0.3500%
		\$27,343,861.44	\$0.00	\$0.00	\$0.00	\$2,906,988.18	
Liquidity Plus Fund (ABLC)	LONE STAR	\$54,288.66				\$8.70	0.0600%
Bank Account (ABLC)	FSB - LOUISE	\$866,684.51				(\$169,019.10)	0.2500%
		\$920,953.17	\$0.00	\$0.00	\$0.00	(\$169,010.40)	
	ABLC Subtotal						
Police Seizure Account	FSB - LOUISE	\$6,616.07				\$0.00	0.0000%
Drug Investigation Acct.	TEXAS GULF BANK	\$2,087.84				\$0.26	0.0500%
		\$8,703.91	\$0.00	\$0.00	\$0.00	\$0.26	
	Police Special Subtotal						
Hotel/Motel Bank Account	TEXAS GULF BANK	\$4,098.81				\$0.52	0.0500%
		\$4,098.81	\$0.00	\$0.00	\$0.00	\$0.52	
	Hotel Subtotal						
Total Cash Investments		\$28,277,617.33	\$0.00	\$0.00	\$0.00	\$2,737,958.56	

91 Day Treasury Bill 0.0600%

Tenecha Williams
Tenecha Williams, Investment Officer

(City Funds - General Fund, Utility/Water Fund, Street Fund, Debt Service Fund, Special Funds, Capital Funds)

The investment portfolio of the City of Angleton is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 05/24/2022

PREPARED BY: TENCHA WILLIAMS

AGENDA CONTENT: Discussion and possible action to approve the Quarterly Investment Reports for March 2022.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Attached is the Quarterly Investment Report for the 2nd Quarter of 2022 fiscal year. City funds are divided between six financial institutions (Texas Gulf Bank, JP Morgan Chase Bank, First State Bank-Louise, TexPool, Lone Star and TexSTAR). The City no longer banks with Wells Fargo because of the continuous monthly fees. All WF pool funds were moved to the FSB Pool cash account. The City also has certificates of deposit through First State Bank which matures in May of 2022. The overall total of the portfolio decreased by \$300K due to Bond funds being spent on approved projects.

The City's current Investment Policy sets an interest rate goal equal to that of the 91-day treasury bill which was approximately .51%. Some of the City's accounts with fixed interest rates did not reach this benchmark since the rates have recently changed from .06% last QE to .51% this quarter. We should expect to see the rates increase that are provided on our pool accounts to reflect this change by next quarter. Police Seizure account earns no interest by state law, but no service charges are being incurred. Transfers may be needed to maximize returns. However, safety of principal, diversity of funds and the financial contract with First State bank will limit some movement of funds.

RECOMMENDATION:

Staff recommends Council approve the Quarterly Investment Reports for March 31, 2022.



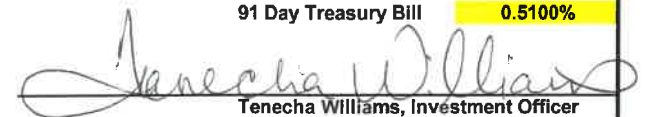
BANK INVESTMENTS

ACCOUNT NAME	INSTITUTION	FY 2021 1st Quarter As of Dec 31, 2021	FY 2022 2nd Quarter As of March 31, 2022	FY 2022 3rd Quarter As of June 30, 2022	FY 2022 4th Quarter As of Sept 30, 2022	Last Qtr. Change	Average Monthly Investment Rate
Pool Cash (City Funds)	WELLS FARGO	\$982,670.68	\$0.00			(\$982,670.68)	0.1600%
Pool Cash (City Funds)	FSB - LOUISE	\$5,129,583.88	\$6,485,806.45			\$1,356,222.57	0.1000%
Pool Cash (Emergency Funds)	FSB - LOUISE	\$2,048,528.30	\$2,049,259.87			\$731.57	0.5000%
Pool Cash (City Funds)	LONE STAR	\$1,773,093.34	\$1,773,491.02			\$397.68	0.1800%
General Account (City Funds)	TEX POOL	\$1,603,382.88	\$1,603,721.00			\$338.12	0.1500%
JPMorgan Chase Bank	CHASE	\$263,626.40	\$226,549.80			(\$37,076.60)	0.0000%
General Account (City Funds)	TEX STAR	\$1,695,856.32	\$1,696,038.11			\$181.79	0.1070%
2013 Debt Issue	LONE STAR	\$152,578.38	\$95,458.93			(\$57,119.45)	0.1100%
2018 Bond Series	LONE STAR	\$4,988,610.19	\$4,658,384.72			(\$330,225.47)	0.1100%
2019 Bond Series	TEX STAR	\$2,239,571.11	\$1,069,055.93			(\$1,170,515.18)	0.1070%
2020 Bond Series	TEX POOL	\$3,001,326.55	\$2,178,646.97			(\$822,679.58)	0.1500%
2021 Bond Series	TEX STAR	\$2,400,033.84	\$2,287,681.47			(\$112,352.37)	0.1070%
Debt Issue Service Acct	FSB - LOUISE	\$11,272.28	\$11,275.06			\$2.78	0.1000%
Trust Account	FSB - LOUISE	\$3,574.92	\$3,375.43			(\$199.49)	0.1000%
Certificate of Deposit (12 months)	FSB - LOUISE	\$1,050,152.37	\$1,051,058.67			\$906.30	0.3500%
		\$27,343,861.44	\$25,189,803.43	\$0.00	\$0.00	(\$2,154,058.01)	
Liquidity Plus Fund (ABLC)	LONE STAR	\$54,288.66	\$54,308.92			\$20.26	0.2500%
Bank Account (ABLC)	FSB - LOUISE	\$866,664.51	\$320,170.46			(\$546,494.05)	0.1000%
ABLC Subtotal		\$920,953.17	\$374,479.38	\$0.00	\$0.00	(\$546,473.79)	
Police Seizure Account	FSB - LOUISE	\$6,616.07	\$6,616.07			\$0.00	0.0000%
Drug Investigation Acct.	TEXAS GULF BANK	\$2,087.84	\$2,088.10			\$0.26	0.0500%
Police Special Subtotal		\$8,703.91	\$8,704.17	\$0.00	\$0.00	\$0.26	
Hotel/Motel Bank Account	TEXAS GULF BANK	\$4,098.81	\$4,099.32			\$0.51	0.0500%
Hotel Subtotal		\$4,098.81	\$4,099.32	\$0.00	\$0.00	\$0.51	
Total Cash Investments		\$28,277,617.33	\$25,577,086.30	\$0.00	\$0.00	(\$2,700,531.03)	

91 Day Treasury Bill **0.5100%**

(City Funds - General Fund, Utility/Water Fund, Street Fund, Debt Service Fund, Special Funds, Capital Funds)

The Investment portfolio of the City of Angleton is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government.


 Tenecha Williams, Investment Officer



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, Assistant Director of Development Services

AGENDA CONTENT: Discussion and possible action on a request from Brazoria County Community Development Department to the members of the Angleton City Council for a waiver of all permitting and building fees associated with the reconstruction of a residential structure at 317 N. Parrish Street in Angleton, Texas, under the Brazoria County HOME Reconstruction/Rehabilitation Program.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

This is a request for a waiver of all permitting and building fees associated with the proposed reconstruction of a residential structure at 317 N. Parrish Street in Angleton, Texas from Brazoria County Department of Community Development.

Reconstruction of 317 N. Parrish Street is funded by the US Department of Housing and Urban Development HOME Reconstruction / Rehabilitation Program, a federal grant program that is locally managed by Brazoria County. This grant requires the homeowner to maintain property taxes, insurance, and for the homeowner to reside in the home for the period of the lien (20 years).

The scope of work includes demolition and full reconstruction of the home at 317 N. Parrish St. on a concrete slab by Brizo Construction. The floorplan for the new home includes 1,120 living space with a 56 square-foot covered concrete front porch, three bedrooms, two bathrooms, kitchen, dining room, and family room.

317 N. Parrish is within the Single Family 6.3 zoning district. The floor plan of the proposed home shows the outside dimensions of the home with a width of 40 linear feet. The set back requirements meet the zoning district requirements. Submitted plans will be reviewed by city staff.

Estimated building and permitting fees are approximate \$723 for new construction, calculated by square footage, plumbing, electrical, and demolition. The home is proposed to have only electric service and no gas.

PERMITTING FEES 317 N. PARRISH	FEES \$
DEMOLITION PERMIT	25.00
NEW CONSTRUCTION PERMIT	588.00
PLUMBING (MIN \$20)	60.00
ELECTRICAL (MIN \$20)	50.00
TOTAL ESTIMATED PERMIT FEES	723.00

RECOMMENDATION:

Staff recommends approval of a waiver of building permitting fees estimated to total \$723 for the demolition and subsequent reconstruction of the residential structure at 317 N. Parrish.

NANCY FRIUDENBERG
DIRECTOR

JENNIFER CRAINER
ASSISTANT DIRECTOR



MARI REYES
PROJECT COORDINATOR

VIRGINIA PUENTE
HOUSING COORDINATOR

BRAZORIA COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT

April 22, 2022

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

Re: Housing Reconstruction – 317 N. Parrish Street, Angleton, Tx 77515

To Whom It May Concern:

Please waive all permitting, building, and inspections fees for Residential Reconstruction for Vanessa K. Joseph who resides at 317 N. Parrish Street, and has been approved for assistance under the County's HOME Reconstruction/Rehabilitation Program. Ms. Joseph has chosen Brizo Construction as her contractor, and construction is targeted for May 2022.

US Dept of Housing and Urban Development's HOME Reconstruction/ Rehabilitation program assists low to moderate income families repair their homes. In the case that rehab is not feasible, Brazoria County reconstructs a new dwelling. These are HOME Program grant funds from HUD that the County manages and distributes to eligible applicants throughout the County. This program not only helps the individual with a more suitable living environment, but also prevents the City's housing stock to become dilapidated, and in turn, promotes an increase in property values. The cost of the assistance is in the form of a deferred, forgivable loan which requires a lien to be placed on the property for a period of 10 years for rehabilitation, and 20 years for the reconstruction of the home. There is no mortgage payment required from the homeowner; however, they must maintain property taxes, insurance, and reside in the home for the period of the lien. Reducing the amount of fees in turn reduces the lien owed on the home.

If you have any questions, please feel free to call me at (979) 864-1953.

Sincerely,

Virginia Puente
Housing Coordinator

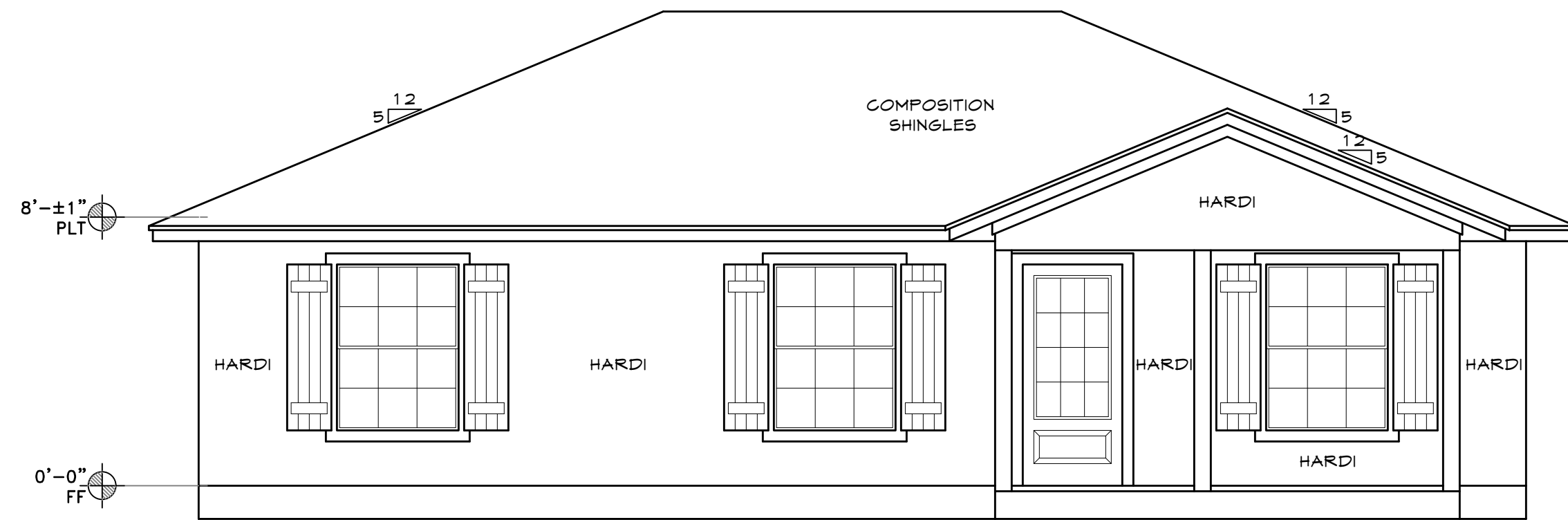
1524 EAST MULBERRY, SUITE 162, ANGLETON, TEXAS 77515

Angleton Area
(979) 864-1427

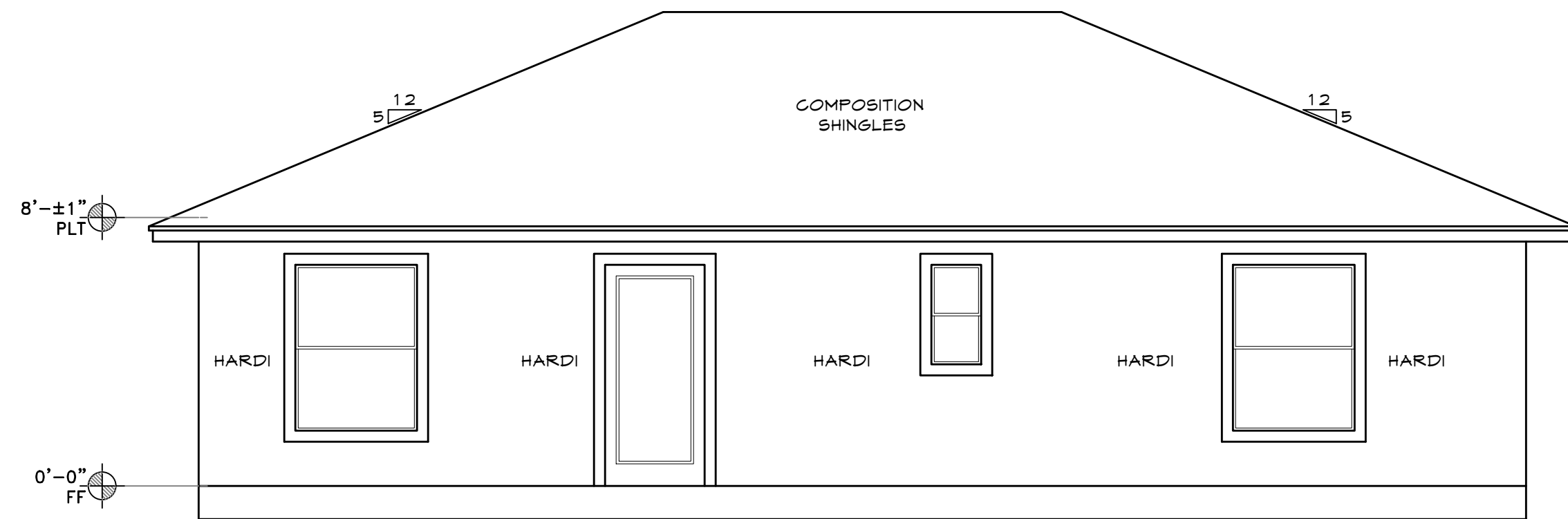
Brazosport Area
(979) 388-1427

Houston Area
(281) 756-1427

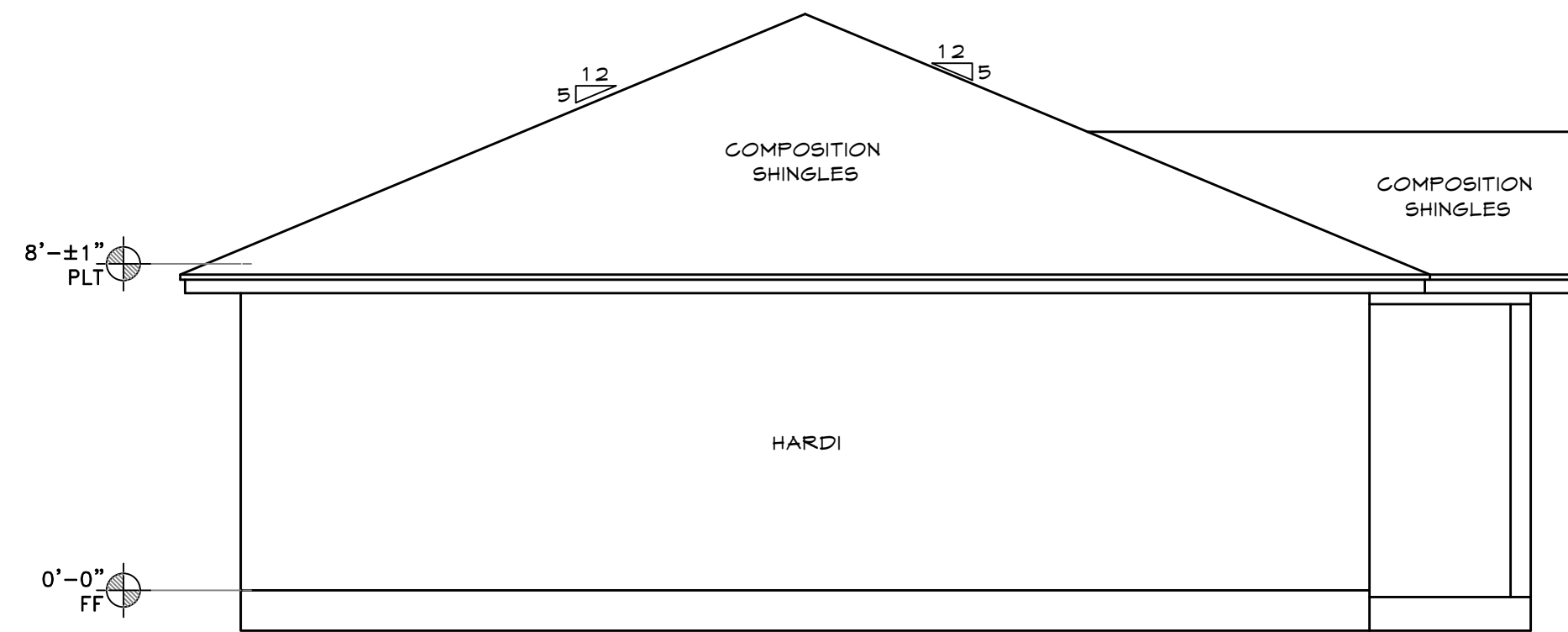
Fax Number
(979) 864-1089



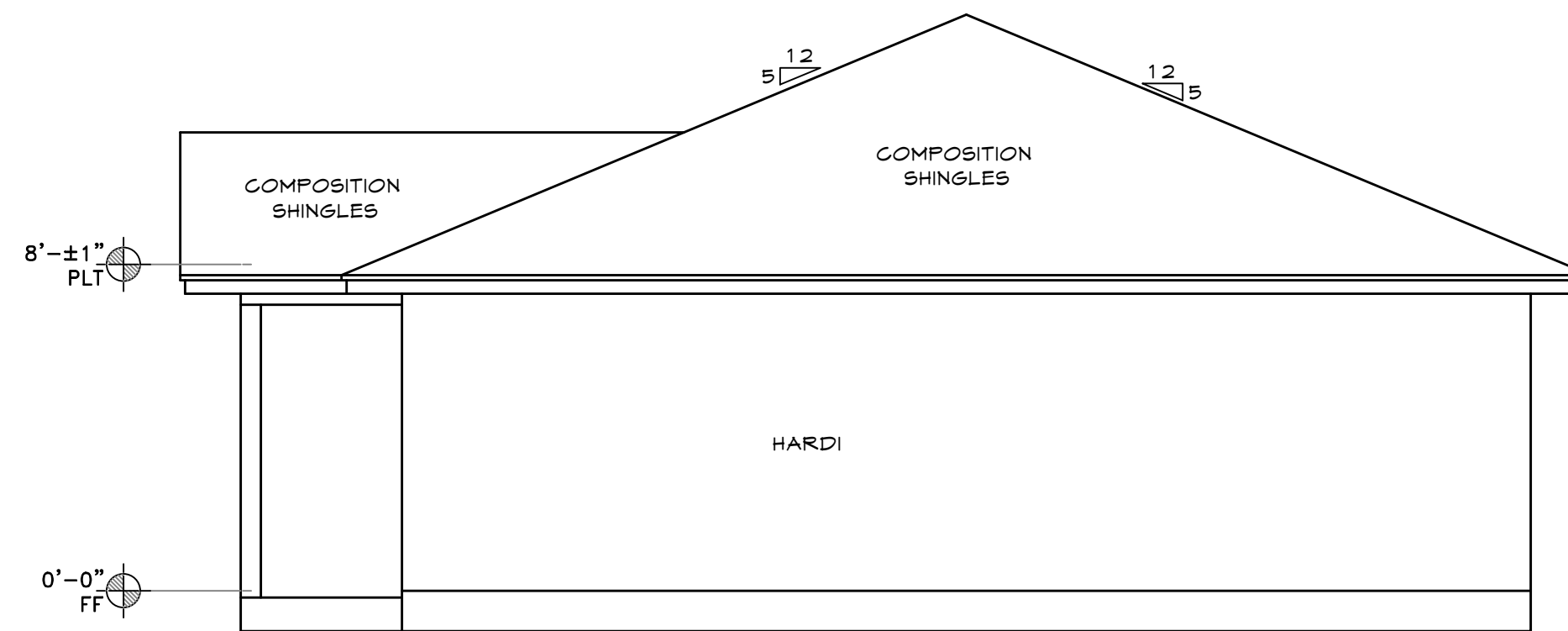
1 FRONT VIEW
A1 SCALE: 1/4" = 1'



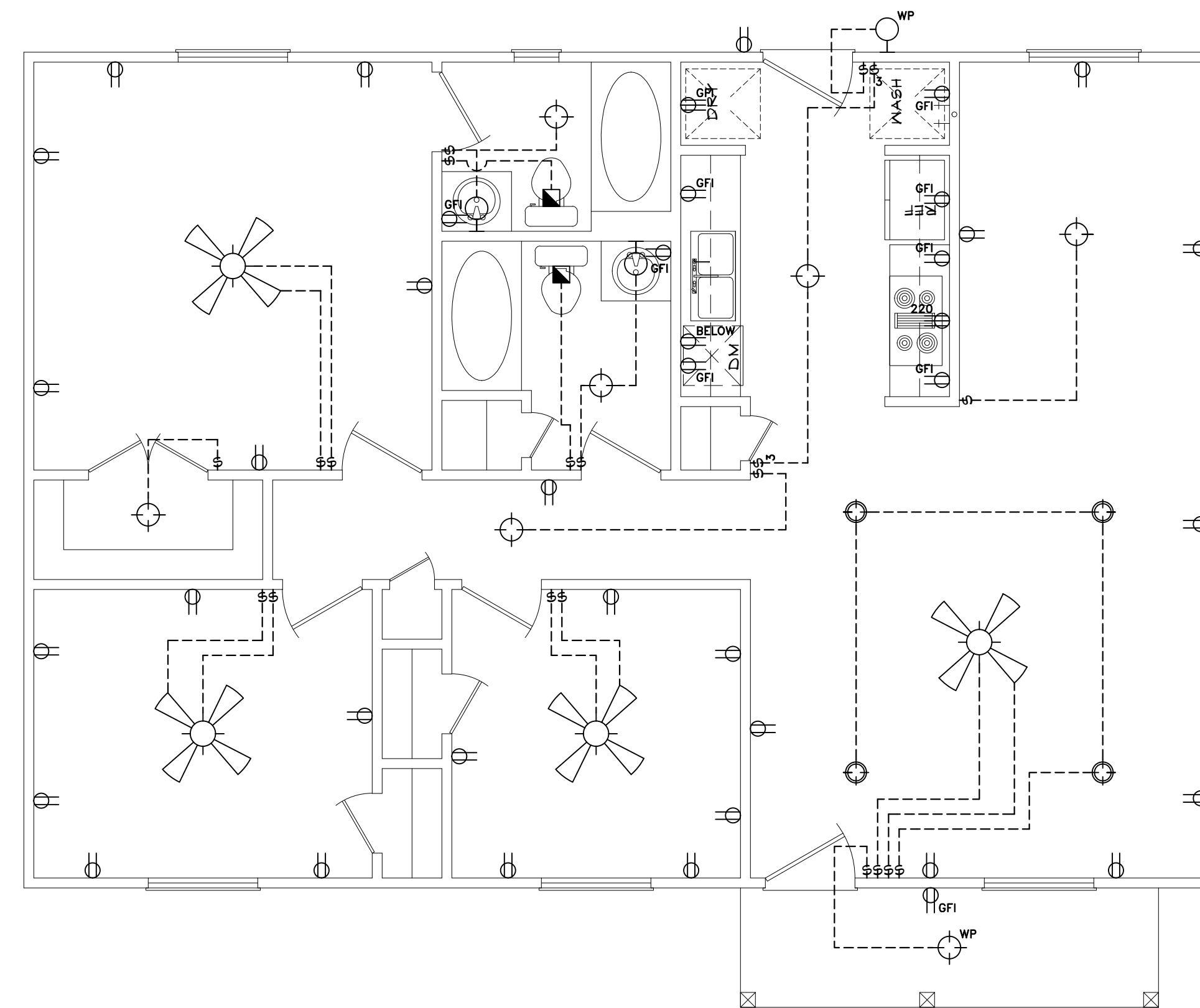
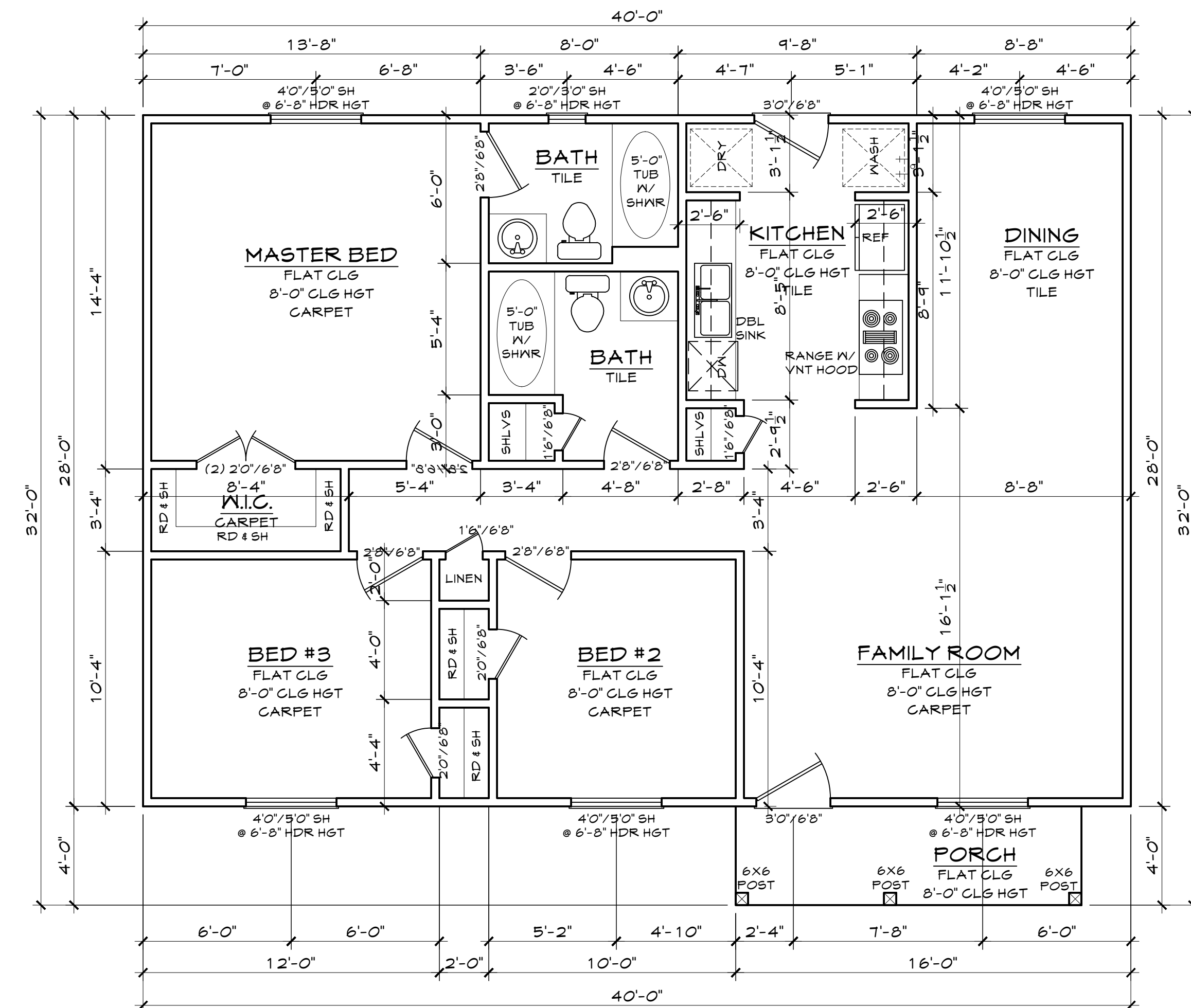
1 REAR VIEW
A2 SCALE: 1/4" = 1'



2 LEFT SIDE VIEW
A2 SCALE: 1/4" = 1'



2 RIGHT SIDE VIEW
A1 SCALE: 1/4" = 1'



ELECTRICAL LEGEND	
SYMBOL	DESCRIPTION
	RECESSED LIGHT FIXTURE
	CEILING MOUNTED LIGHT FIXTURE
	WALL MOUNT LIGHT FIXTURE
	VENT
	SMOKE DETECTOR
	220 V. DUPLEX RECEPT OUTLET
	110 V. DUPLEX RECEPT OUTLET
	110 V. FLOOR OUTLET
	GROUND FAULT INTERRUPTER DUPLEX RECEPTACLE OUTLET
	WATER PROOF OUTLET
	SINGLE POLE SWITCH
	2 WAY SWITCH
	DIMMER SWITCH
	2 WAY SWITCH WITH DIMMER
	PUSH BUTTON GARAGE DOOR
	DOOR BELL
	CHIME
	TELEVISION JACK
	PHONE JACK
	GAS LINE CONNECTION
	GARAGE DOOR OPENER
	JUNCTION BOX
	FLOOD LIGHTS

ELECTRICAL NOTES:
 -SMOKE DETECTORS IN ALL BED ROOMS, REQUIRE 110V TO HOUSE WIRING, BATTERY BACKUP & INTERCONNECT
 -VENT ALL EXHAUST FANS TO OUTSIDE
 -PROVIDE G.F.I. PROTECTION ON BATH PLUGS
 -PROVIDE LIGHT FIXTURE & SMOKE DETECTORS AT WATER HEATER & A/C UNIT
 -PROVIDE ELECTRIC DISCONNECT AT A/C UNIT

ABBREVIATIONS							
SH	SINGLE HUNG	EB	EYE BROW	PAN	PANTRY	W.I.C.	WALK-IN CLOSET
DL	DIVIDED LIGHTS	PKT	POCKET	RM	ROOM	DBL	DOUBLE
HD	HEADER	DR	DOOR	CLST	CLOSET	SNK	SINK
HT	HEIGHT	FG	FIXED GLASS	SHLVS	SHELVES	DW	DISH WASHER
OH	OVERHEAD	OBSSG	OBSCURED GLASS	CW	COLD WATER TAP	MSTR	MASTER
SECT	SECTIONAL	/BTH	HALF BATH	CLG	CEILING		

MOONLIGHT HOUSE PLANS IS A DRAFTING FIRM, NOT AN ENGINEERING OR ARCHITECTURAL FIRM. THESE PRINTS ARE NOT TO BE USED FOR ANY STRUCTURAL OR DESIGN MISTAKES. MOONLIGHT HOUSE PLANS IS NOT RESPONSIBLE FOR ANY STRUCTURAL OR DESIGN MISTAKES. DIMENSIONS, DETAILS & SPECIFICATIONS. DESIGNER WILL NOT BE LIABLE FOR HUMAN ERROR AFTER CONSTRUCTION IS STARTED. THESE DRAWINGS, SPECIFICATIONS AND DEAS ARE THE PROPERTY OF MOONLIGHT HOUSE PLANS, AND SHALL NOT BE REUSED, REPRODUCED, OR ALTERED IN ANY WAY.

Moonlight House Plans
979-482-1967

REVISION HISTORY	DATE
NUMBER	

DWG. SCALE:
1/4" = 1'-0"

FLOOR PLAN
BRAZORIA COUNTY
PLAN 1120

JOB #: 20152968

12-07-15

A1



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, Assistant Director of Development Services

AGENDA CONTENT: Discussion and possible action on the approval and execution of an interlocal agreement between the City of Angleton and South Central Planning and Development Commission (SCPDC) through its agent, The Capital Area Council of Governments (CAPCOG), for the provision of My Government Online software for the Development Services Department.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:** \$20,000

FUND: General Fund, Administration, Professional Services 01-500-417

EXECUTIVE SUMMARY:

This item is a request for approval to allow the City Manager to execute an interlocal agreement with South Central Planning and Development Commission (SCPDC) through its agent, The Capital Area Council of Governments (CAPCOG) for the provision of My Government Online software for the Development Services Department.

Development Services staff researched several different types of software providers and software capabilities and identified the My Government Online software to be the most compatible with the department's needs and most capable of supporting the breadth of all areas of work within the Development Services Department which include, but are not limited to, short term responsibilities such as permitting and inspections, code enforcement, health inspections, etc. as well as long term responsibilities such as zoning change requests, variance requests, and plan reviews.

My Government Online software will not only support the dynamic areas of departmental responsibilities, but also offers end-user interfacing and workflow management that can be fully operated via software application, thus we anticipate will increase output and reduce process times for staff and end users by providing notification when processes are complete (for example, notification to applicant of inspection outcome).

Future steps that will need to be in place to offer the highest tier of service, will include a user kiosk for public use at City Hall that will promote paperless work processes. Additionally, staff will need an additional 3 field tablets to enable field operation in real time. Some of the additional support devices will be included in the Fiscal Year 2022 – 2023 budget request.

Per the City of Angleton City Charter, Part I – Home Rule Charter Angleton, Texas, Chapter 2 – Administration, Division 2 – Purchasing, Section 2-146(c), the City Manager may authorize purchases up to

\$50,000. The anticipated cost associated with software procurement and implementation is anticipated to cost no more than \$26,000, conservatively. There is no start-up cost, but the City would be responsible for reimbursing the technicians for travel costs associated with installation and training and a one-time fee for ACH transaction integration. The anticipated cost includes travel reimbursement for SCPDC technicians. After software is installed, the monthly cost for all modules is anticipated to be approximately \$1,150.00 based on the tier of issued permits, for an annual cost of approximately \$13,800.

The proposed interlocal agreement for My Government Online software has been amended by staff and reviewed by legal.

RECOMMENDATION:

Staff recommends approval.

INTERLOCAL CONTRACT
FOR LICENSING SCPDC SOFTWARE

Item 20.

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for Licensor.

1.2. The City of Angleton, Texas ("Licensee" or "City").

1.3. The South Central Planning and Development Commission (Licensor) ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created MyPermitNow, MyProjectNow, MyAddressNow, Inspection Anywhere and MyGovernmentOnline software (the "SCPDC Software") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license City to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This INTERLOCAL CONTRACT FOR LICENSING SOFTWARE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

Proprietary Information and Texas Public Information Act: All material submitted to the City shall become public property and subject to the Texas Public Information Act upon receipt. If SCPDC does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary

information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The City will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by SCPDC, the City may choose to place such information on the City's website or a similar public database without obtaining any type of prior consent from SCPDC.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that the City of Angleton, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the City of Angleton as to whether or not the same are available to the public. It is further understood that the City's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the City, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the City by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have both signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 “PERMIT” shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

2.10 “License Fee(s)” shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licenser grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the Licenser’s Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the Licenser’s products known as MyPermitNow, MyProjectNow, MyAddressNow, MyGovernmentOnline, Inspection Anywhere. The scope of the foregoing license encompasses Licensee’s internal use of Licenser’s Software in connection with providing services to Licensee’s customers, allowing customers of Licensee access to Licensee’s portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of Licenser’s Software, uploading or otherwise transferring, or providing direct access to, the Licenser’s Software to any third party without Licenser’s prior written consent, including access by any third party to the Licenser’s Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC’s Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC’s express written permission.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select “jurisdiction login.” The login account shall be comprised of a unique username (for instance johndoe@scpdc.org) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of: (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

5.2 TAXES. Licensee agrees to pay or reimburse SCPDC for all federal, state, parish, or local sales, use, personal property, payroll, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of SCPDC), however, the parties agree and acknowledge Licensee is an exempt government entity by Texas law, and does not pay sales and use tax.

5.3 NO OFFSET. Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

Item 20.

6. MAINTENANCE AND SUPPORT. Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Upon failure to pay fees with respect to any software module, SCPDC shall provide written notice to Angleton of its failure to pay such fees. If the fees are not paid 30 days after the notice is delivered to Angleton, the failure to pay shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH

RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public records request pursuant to Texas Public Information Act, Government Code 552.001 *et seq.*, (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

9. TERM AND TERMINATION

9.1 Term. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter.

9.2 TERMINATION. This Agreement is terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 30 calendar days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

(c) This agreement is subject to the availability and appropriation of budgeted funds by the parties, and upon an occurrence of non-appropriation by either party, this Agreement shall terminate immediately.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) business days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by the City Manager of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MyPermitNow will be available to Licensee.

10. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered

to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

Item 20.

To: South Central Planning and
Development Commission

To: City of Angleton

Address: 5058 West Main St.
Houma, LA 70360

Address: 121 S Velasco
Angleton, TX 77515

And

J. Grady Randle, City Attorney
Randle Law Office, LTD, L.L.P.
820 Gessner, Suite 1570
Houston, Texas 77024

12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain: (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, ~~but the inability to meet financial obligations is expressly excluded.~~

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.10 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a mediator selected by mutual agreement of the parties.~~from the Panel Members of LAMA.~~

Mediation: The parties agree to use mediation for dispute resolution prior to formal legal action being taken on this Contract. However, this does not prohibit a party from seeking relief in a Court of competent jurisdiction.

Venue and Governing Law: Venue of this contract shall be Brazoria County, Texas, and the law of the State of Texas shall govern.

12.11 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF ANGLETON

SOUTH CENTRAL PLANNING AND

By:

Chris Whittaker, City Manager

Date

Witness

Date: _____

By:

Betty Voights, Executive Director

Date

INTERLOCAL CONTRACT**South Central Planning and Development Commission and Jurisdiction Government****SOFTWARE AND LICENSE FEE****A. SOFTWARE USE**

Licensee use of SCPDC's My Permit Now System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into My Permit Now System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

Specific system capabilities will support the following departmental activities with end-user interfacing:

- Permitting and building inspections – “e-ticket” generation to request inspections sent directly to the inspectors
- Health inspections of restaurants and food service providers – Restaurant owner or manager can retrieve prior inspection reports and see pass/fail information
- Code Enforcement – generation of “e-ticket” for citizen to submit concern, system support to provide Code Enforcement officer to correspond with resident and document enforcement actions.
- Rental registrations and inspections
- Subdivision development
- Plat applications and processing
- Re-Plat applications and processing
- Variance requests
- Re-Zoning requests
- Other issues - City Hall facility maintenance, pre-development meetings, facilitating Planning & Zoning Commission meetings, providing reports to Boards, Commissions, and City Council, responding to open records requests consistent with FOIA, hosting pre-construction meetings, processing and approving right-of-way user permits, etc.

System attributes include the following features:

- paperless operation
- 100% system data storage support
- ability to export data reports
- customer interface, so that external users can access information such as building and health inspection pass/fail info and reports and payment information
- workflow progression in real time marked by user
- Ease of system integration when City converts to new accounting system
- Ability to reconcile financial info between development services software and city's accounting system
- Plan for data input and storage during system conversion and migration of historical data
- System should be implemented in a manner that supports continuous improvement, should expansion to system capabilities be necessary.

Integrating the SCPDC My Permit Now System configuration will achieve the following:

- Coverting to a system that can support all areas of responsibility for the DS Dept: **Health inspections** - inspection results accessible to restaurant owner, **Building Inspections** - scheduling, inspection results, re-inspections, **Rental Registration and Inspection** - rental property annual registration and inspection reporting; and status in real-time accessible to applicant, **Permitting** - accessible to applicant, **Rezone, Replat and Variance applications** - checklist of documents required where application's submit button is enabled when all attachments are uploaded to complete application, **Code Enforcement** - all communication with residents concerning CE issues entered and saved into new system.
- Removing all subsidiary reporting and process redundancy. Example: Currently, health inspection status information is maintained in various spreadsheets - not in any licensed software.
- All applications completely digital with signature capability (where applicable) with updated City logo. All applications that require supporting documentation cannot be submitted until all documents are uploaded.
- Software app for inspectors to use on City-issued ipads while in the field.
- Kiosk at City Hall (to be provided by municipality) operable by external parties to apply for permits, request inspections, etc.

B. LICENSE FEE

1. MyPermitNow and Inspection Anywhere:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

Permit Volume	Overage Rate	Permits	MONTHLY RATE		
			Planning and Zoning	Code Enforcement	Addressing / GIS Integration
0 - 500	\$10.00	\$260.42	\$99.00	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$156.25	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$300.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$575.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,100.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,500.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$1,900.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,250.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,550.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$2,800.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,000.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,150.00	\$812.50	\$230.00
			\$3,250.00		

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 501 – 1000 Permit Volume package. It is understood this will be billed on a levelized billing system of \$500.00 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit

volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Item 20.

Add on modules of a standard configuration of Solution Center / Code Enforcement, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

Other Fees:

On-Site Visits: Reimbursement of lodging, transportation and meals as defined in section Schedule C Section 3.3.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B

COOPERATIVE ENDEAVOR USE AGREEMENT South Central Planning and Development Commission and Jurisdiction

EQUIPMENT SITE, USER NAME, AND PERSONAL ACCESS PASSWORD

B.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

B.2. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee

is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

Item 20.

SCHEDULE C
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

Item 20.

MAINTENANCE AND SUPPORT

DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address 5058 West Main Street Houma, LA 70360	Hours of Operation 8:00 a.m. to 4:30 p.m.
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Contact Information

Tel: 1 866 957 3764
Ryan Hutchinson,
Chief Technology Officer

E-mail: support@mygovernmentonline.org

2. **TERM AND TERMINATION.** SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew only with written notice to Licensee. Licensee may terminate the Maintenance and Support at any time with written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

3. **MAINTENANCE AND SUPPORT SERVICES.** Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by MyPermitNow system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by

SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyPermitNow Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. **Causes which are not attributable to SCPDC include but are not limited to:**

3.4.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

3.4.4 Software programs made by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

5. MAINTENANCE FEE. For Jurisdiction the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7. Project Abandonment – Should SCPDC abandon development and support of MyPermitNow system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of My Permit Now Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. Licensee data - Upon the client's written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

9. Role of Agent – The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent's responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as "CAPCOG". The SCPDC and CAPCOG agreement may provide additional

services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.

Item 20.

Accepted:

CITY OF ANGLETON, TEXAS

By: Chris Whittaker, City Manager

Date: _____

Witness

Date: _____

South Central Planning and Development Commission,
Through its agent, CAPCOG

By: Betty Voights, Executive Director

Date: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Lindsay Koskiniemi, CPM, CFO, Assistant Director of Development Services

AGENDA CONTENT: Conduct a public hearing in accordance with Ordinance No. 20220412-000 and with Section 214.001 of the Local Government Code and pursuant to Chapter 5 - Buildings and Building Regulations, Article XII - Substandard Buildings, Sec. 5-575 to determine whether the structure located on the property at 316 W. Rogers Street, Angleton, Brazoria County, Texas 77515 complies with the Code of Ordinances, specifically those in Chapter 5 - Buildings and Building Regulations and Chapter 11 - Housing, and whether such structure shall be demolished in accordance with Chapter 5 - Buildings and Building Regulations, Article XII - Substandard Buildings, Sec. 5-572 - "Authority regarding substandard building" of the Code of Ordinances.

AGENDA ITEM SECTION: Public Hearing

BUDGETED AMOUNT: \$45,470.00

FUNDS REQUESTED: \$6,000

FUND: General Fund, Development Services, Account number 01-535-465

EXECUTIVE SUMMARY:

On April 12, 2022, City staff members of the Development Services Department brought to Council for discussion and action, Ordinance Number 20220412-000, which was approved by City Council. The ordinance provided a public hearing would be held on May 24, 2022 regarding the determination of the compliance with the City of Angleton Code of Ordinances of the structure located at 316 W. Rogers Street.

In February 2021, the Code Enforcement Division of the Development Services Department received a complaint on the structure located at 316 Rogers Street, made a site visit and observed several Code violations, and determined the structure on the property was substandard. Enforcement was initiated and the property owner was mailed via regular USPS mail and certified mail, a notice of violation detailing the observed Code violations. In May 2021, after no response was received from the property owner, a written warning was mailed certified and regular mail.

In June 2021, the property owner stated the property was used as a rental and communicated a 90-day plan to remediate the Code violations. In October, Code Enforcement contacted the

property owner because no work had been done and no repairs made. The property owner communicated a hardship. As of May 2022, the property owner has not contacted the City or responded to any attempts at communication, and no repairs have been made.

Staff has determined that the structure would cost more than 50% of the 2021 appraised value of the property to bring to current Code compliance. The 2022 appraisal of 316 W. Rogers Street is \$4,980.00, and the 2021 appraised value was \$29,780.00, according to the Brazoria County Appraisal District. Currently, the structure is believed to be unoccupied.

RECOMMENDATION:

Staff's recommendation is to conduct the public hearing and allow the property owner to provide any evidence relevant to this public hearing concerning whether the structure located at 316 W. Rogers Street is compliant with the City's Code of Ordinances. After concluding and closing the public hearing, staff recommends acting to declare the property condemned.



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 12, 2022

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, Assistant Director of Development Services

AGENDA CONTENT: Request for approval of ordinance to conduct a public hearing for the demolition of substandard structure at 316 Rogers Street within the City of Angleton, Texas.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$45,740 budgeted
FY21/22, remaining
balance \$42,340

FUNDS REQUESTED: \$7,500 (estimated
cost to demolish and
haul away)

FUND: General Fund, Development Services Department, Account No. 01-535-465

EXECUTIVE SUMMARY:

In January 2021, the Development Services Department conducted a city-wide substandard building identification effort to begin correspondence with property owners of identified substandard structures to initiate enforcement action. The approved Fiscal Year 2021-2022 budget included \$45,740 for demolition of substandard structures. Now that the City's Code Enforcement staff have been conducting enforcement efforts for the identified substandard structures and has worked with Legal, staff is ready to approach Council to request public hearings required by statutory law to move toward condemnation and demolition.

316 Rogers Street:

This is a single-family structure that has been deemed to exceed more than fifty percent (50%) of the value of the home to bring the property into compliance with the City's Code of Ordinances. The structure has several holes in the siding on all sides of the structure, which has resulted in external elements intrusion into the structure. City staff has issued warnings to the property owner for various Code violations. The property owner has made no attempt to communication timelines for repairs to bring the structure into compliance with all applicable Codes. City staff has determined that enforcement to demolish the structure is appropriate.

Complaints received by City staff and verification of communication attempts from City staff are included. Specific Code non-compliance issues include the following International Property Maintenance Code (IPMC 2015) violations: observed rotting eaves and holes in roof, leaning structure, broken windows, holes in walls due to severely rotted siding on exterior of the structure.

Because this structure has been deemed to cost more than fifty percent (50%) of the value of the home to repair to the point of meeting code compliance standards, in addition to the threat the dilapidated state of the structure presents to the public, city staff has deemed it necessary to demolish the structure. City staff has worked closely with the City's legal counsel to navigate the process to make sure all statutory compliance is met throughout the process.

An ordinance is provided that, if approved by City Council, will allow staff to advertise and hold a public hearing open to public to gather comment concerning the condemnation and possible demolition of the structure located at 316 Rogers Street. A lien will be filed with the County against the property to recuperate expenditures incurred for demolition, advertisement of public hearing, and any other associated costs with interest.



Siding rotted and holes in siding observed



Holes in roof, rotted door frame, collapsed eaves



Rotted exterior siding, broken windows



RECOMMENDATION:

Staff recommends approval of the attached ordinance to conduct a public hearing to condemn and possibly demolish the dilapidated, substandard structure at 316 Rogers Street.

ORDINANCE NO. 20220412-000

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, REGARDING THE POSSIBLE DETERMINATION OF A SUBSTANDARD BUILDING LOCATED AT 316 ROGERS STREET, ANGLETON, BRAZORIA COUNTY, TEXAS 77515; PROVIDING A DATE FOR A PUBLIC HEARING TO MAKE SUCH A DETERMINATION; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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, Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the City of Angleton’s Code of Ordinances (the “Code of Ordinances”), requires, in part, the demolition of a building that is (1) dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare or, (2) regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; and

WHEREAS, Development Services of the City of Angleton, Texas (the “City”), after inspection, believes it has identified a structure located on the property at **316 Rogers Street, Angleton, Brazoria County, Texas 77515** (the “Property”), that violates the Code of Ordinances and requires demolition pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances; and

WHEREAS, Development Services notified the homeowner of the Property of such potential violations of the Code of Ordinances on or about **February 21, 2021**, requesting that the homeowner of the Property address such violations listed in the notice, attached and incorporated hereto as Exhibit A; and

WHEREAS, the City, in accordance with Section 214.001 of the Local Government Code, wishes to hold a public hearing, pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to determine whether a structure located on the Property complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing of the City’s Code of Ordinances, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

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

SECTION 1. All the facts recited in the preamble to this Ordinance are found by the City Council of the City of Angleton, Texas (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. A public hearing, in accordance Section 214.001 of the Local Government Code and pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, shall be held by City Council on May 24, 2022, at 6:00 p.m. in order to determine whether the structure located on the property at **316 Rogers Street, Angleton, Brazoria County, Texas 77515** complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

SECTION 3. The City shall send a copy of this Ordinance, along with the notice of public hearing described in Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to an owner, lienholder, or mortgagee of the Property.

SECTION 4. At the public hearing, an owner, lienholder, or mortgagee of the Property shall be required to submit proof of the scope of any work that may be required to comply with the Code of Ordinances and the time it will take to reasonably perform the work in order to comply.

SECTION 5. Repeal. All ordinances or parts of ordinances inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 6. 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 7. 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 in full force immediately upon its adoption.

SECTION 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED THIS THE 12TH DAY OF APRIL 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A

1. On February 03, 2021, City staff received a complaint through the City's E-Gov system concerning rotting wood siding on house and rotting wood around door and window frames.
2. On February 03, 2021, Code Enforcement Officer Follin received the complaint and responded. Code violations were observed, so a letter detailing the Code violations was generated and sent regular and certified mail to property owner detailing observed Code violations.
3. On May 2, 2021, a written warning was mailed certified and regular mail.
4. On June 01, 2021, property owner had phone call discussion with Code Enforcement Officer Follin and communicated a plan to update the property.
5. On October 01, 2021, Officer Follin attempted to contact property owner, as no work has been done to repair the structure. The property owner stated they had been hospitalized due to an illness the week prior.
6. As of April 5, 2022, no communication from property owner concerning repairs to structure have been received by City staff.



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 12, 2022

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, Assistant Director of Development Services

AGENDA CONTENT: Request for approval of ordinance to conduct a public hearing for the demolition of substandard structure at 320 Peach Street within the City of Angleton, Texas.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$45,740 budgeted
FY21/22, remaining
balance \$42,340

FUNDS REQUESTED: \$8,500 (estimated
cost to demolish and
haul away)

FUND: General Fund, Development Services Department, Account No. 01-535-465

EXECUTIVE SUMMARY:

In January 2021, the Development Services Department conducted a city-wide substandard building identification effort to begin correspondence with property owners of identified substandard structures to initiate enforcement action. The approved Fiscal Year 2021-2022 budget included \$45,740 for demolition of substandard structures. Now that the City's Code Enforcement staff have been conducting enforcement efforts for the identified substandard structures and has worked with Legal, staff is ready to approach Council to request public hearings required by statutory law to move toward condemnation and demolition.

320 W. Peach Street:

This is a single-family structure that has been deemed to exceed more than fifty percent (50%) of the value of the building to bring into compliance with the City's Code of Ordinances. The structure has had a gaping hole in the roof for over a year and a half, as observed by City staff. External elements have intruded into the structure. City staff has corresponded with the property owner and while timelines for repairs have been communicated to staff by the property owner, no repairs have been made to the home since staff first contacted the property owner. City staff has determined that enforcement to condemn and demolish the structure is appropriate.

Complaints received and verification of communication attempts from City staff are included. Specific Code non-compliance issues include the following International Property Maintenance Code (IPMC 2015) violations: observed rotting eaves, leaning structure, broken windows, several holes in roof including a hole approximately five (5) feet across in diameter.

An ordinance is provided that, if approved by City Council, will allow staff to advertise and hold a public hearing to gather public comment concerning the condemnation and possible demolition of the substandard structure located at 320 W. Peach St. City staff has worked closely with the City's legal counsel to navigate the process to make sure all statutory compliance is met throughout the process. A lien will be filed with the County against the property to recuperate expenditures incurred for demolition, advertisement of public hearing, and any other associated costs with interest.





RECOMMENDATION:

Staff recommends approval of the attached ordinance to conduct a public hearing to condemn and possibly demolish the dilapidated, substandard structure at 320 Peach Street.

ORDINANCE NO. 20220412-000

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, REGARDING THE POSSIBLE DETERMINATION OF A SUBSTANDARD BUILDING LOCATED AT 320 W. PEACH STREET, ANGLETON, BRAZORIA COUNTY, TEXAS 77515; PROVIDING A DATE FOR A PUBLIC HEARING TO MAKE SUCH A DETERMINATION; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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, Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the City of Angleton’s Code of Ordinances (the “Code of Ordinances”), requires, in part, the demolition of a building that is (1) dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare or, (2) regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; and

WHEREAS, Development Services of the City of Angleton, Texas (the “City”), after inspection, believes it has identified a structure located on the property at **320 W. Peach Street, Angleton, Brazoria County, Texas 77515** (the “Property”), that violates the Code of Ordinances and requires demolition pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances; and

WHEREAS, Development Services notified the homeowner of the Property of such potential violations of the Code of Ordinances on or about **February 8, 2021**, requesting that the homeowner of the Property address such violations listed in the notice, attached and incorporated hereto as Exhibit A; and

WHEREAS, the City, in accordance with Section 214.001 of the Local Government Code, wishes to hold a public hearing, pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to determine whether a structure located on the Property complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing of the City’s Code of Ordinances, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

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

SECTION 1. All the facts recited in the preamble to this Ordinance are found by the City Council of the City of Angleton, Texas (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. A public hearing, in accordance Section 214.001 of the Local Government Code and pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, shall be held by City Council on May 24, 2022, at 6:00 p.m. in order to determine whether the structure located on the property at **320 W. Peach Street, Angleton, Brazoria County, Texas 77515** complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

SECTION 3. The City shall send a copy of this Ordinance, along with the notice of public hearing described in Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to an owner, lienholder, or mortgagee of the Property.

SECTION 4. At the public hearing, an owner, lienholder, or mortgagee of the Property shall be required to submit proof of the scope of any work that may be required to comply with the Code of Ordinances and the time it will take to reasonably perform the work in order to comply.

SECTION 5. Repeal. All ordinances or parts of ordinances inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 6. 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 7. 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 in full force immediately upon its adoption.

SECTION 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED THIS THE 12TH DAY OF APRIL 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A

1. Case opened on February 08, 2021. City received E-Gov system ticket complaint of unoccupied residential structure with numerous holes in roof and broken windows.
2. Case assigned to Code Enforcement Officer Follin. Investigation conducted on Code violations, and a letter detailing the observed Code violations was mailed to property owner via regular USPS mail and certified USPS mail.
3. On May 18, 2021, Officer Follin contacted property owner to instruct property owner to mow grass in front yard observed to be in violation of the City's Code of Ordinances.
4. On May 27, 2021, Officer Follin contacted property owner to instruct property owner to mow grass in front yard observed to be in violation of the City's Code of Ordinances.
5. On August 17, 2021, property owner contacted Officer Follin and stated repairs to patch roof were in progress to stop water intrusion.
6. As of April 05, 2022, no repairs to roof have been made. Property is further deteriorated since Code Enforcement case was opened on February 08, 2021, and water intrusion from several holes in roof including an approximate 5' in diameter hole has resulted in the collapse of the interior ceiling and extensive mold.



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, Assistant Director of Development Services

AGENDA CONTENT: Conduct a public hearing in accordance with Ordinance No. 20220412-000 and with Section 214.001 of the Local Government Code and pursuant to Chapter 5 - Buildings and Building Regulations, Article XII - Substandard Buildings, Sec. 5-575 to determine whether the structure located on the property at 504 Farrer Street, Angleton, Brazoria County, Texas 77515 complies with the Code of Ordinances, specifically those in Chapter 5 - Buildings and Building Regulations and Chapter 11 - Housing, and whether such structure shall be demolished in accordance with Chapter 5 - Buildings and Building Regulations, Article XII - Substandard Buildings, Sec. 5-572 - "Authority regarding substandard building" of the Code of Ordinances.

AGENDA ITEM SECTION: Public Hearing

BUDGETED AMOUNT: \$45,740.00

FUNDS REQUESTED: \$7,500

FUND: General Fund, Development Services, Demolition, Account Number 01-535-465

EXECUTIVE SUMMARY:

On April 12, 2022, City staff members of the Development Services Department brought to Council for discussion and action, Ordinance Number 20220412-000, which was approved by City Council. The ordinance provided a public hearing would be held on May 24, 2022, regarding the determination of the compliance with the City of Angleton Code of Ordinances of the structure located at 504 Farrer Street.

The structure located at 504 Farrer Street was observed by Code Enforcement officers as recently as January 2022 as being completely collapsed on the backside. Evidence of rodent harborage and unauthorized vagrant occupancy was observed by Code Enforcement and is determined to pose a significant risk to public health and safety, especially to the surrounding neighbors, as there are neighbors on all sides of the structure located centrally in a residential neighborhood.

Code Enforcement staff members have made several attempts to contact the property owner since 2015 for other Code violations such as tall grass. Over the years, the property has accrued dozens of liens for the city's expense to hiring a contractor to mow, as the property owner has

never responded to staff's attempts to communicate. Because the backside of the structure is not viewable from the roadway, current staff did not become aware the backside of the home was completely collapsed until entering the backyard to investigate a complaint of rodents and mosquitos, knowing the home was unoccupied.

This structure cannot be repaired and is determined to be completely dilapidated and uninhabitable. In its current state, what remains of the structure poses a significant threat to public health and safety, as it is an attraction for rodents and other pests and criminal activity. Staff has determined that it is in the best interest of the public to remove what remains of the structure as quickly as possible.

RECOMMENDATION:

Staff's recommendation is to conduct the public hearing and allow the property owner to provide any evidence relevant to this public hearing concerning whether the structure located at 504 Farrer Street is compliant with the City's Code of Ordinances. After concluding and closing the public hearing, staff recommends acting to declare the property condemned.



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 12, 2022

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, Assistant Director of Development Services

AGENDA CONTENT: Substandard structure update for 504 Farrer Street within the City of Angleton, Texas and request for approval of ordinance to hold public hearing.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$45,740 budgeted
FY21/22, remaining
balance \$42,340

FUNDS REQUESTED: \$8,500 (estimated
cost to demolish and
haul away)

FUND: General Fund, Development Services Department, Account No. 01-535-465

EXECUTIVE SUMMARY:

In January 2021, the Development Services Department conducted a city-wide substandard building identification effort to begin correspondence with property owners of identified substandard structures to initiate enforcement action. The approved Fiscal Year 2021-2022 budget included \$45,740 for demolition of substandard structures. Now that the City's Code Enforcement staff have been conducting enforcement efforts for the identified substandard structures and has worked with Legal, staff is ready to approach Council to request public hearings required by statutory law to move toward demolition.

This property is a single-family home, unoccupied, and has been deemed to be an immediate threat to public health and safety, particularly to surrounding neighbors, because the structure is fully collapsed on the backside. There is no restricted access, as the interior of the home is fully exposed by the collapsed back wall. Upon investigating a complaint of mosquitos, city staff discovered the backside of the home has been collapsed for some time, and the interior of the home has been exposed to environmental elements due to the decomposed state of the collapsed portion on the ground. City staff also observed evidence of transient occupation within the front room of the home. The driveway has become an attraction for parking unused, junked vehicles.

Because this structure has been deemed to cost more than fifty percent (50%) of the value of the home to repair to the point of meeting code compliance standards, in addition to the threat the dilapidated state of the structure presents to the public, city staff has deemed it necessary to demolish the structure. City staff has worked closely with the City's legal counsel to navigate the process to make sure all statutory compliance is met throughout the process.

City staff has attempted to contact the property owner on several occasions dating back several years concerning numerous Code violations such as a tall grass. Additionally, the City has an extensive list of liens issued against this property for mowing tall grass in violation of the City's Code of Ordinances over several years of attempting to contact property owner without any response to certified mail or regular mail.

A lien will be filed with the County against the property to recuperate expenditures incurred for demolition, advertisement of public hearing, and any other associated costs with interest.



Backside of 504 Farrer Street



Backside of garage



Kitchen visible – back wall missing



Back bedroom collapsed



Decomposed collapsed backside of home





Broken windows, ceiling caved in



Windows boarded, windows broken, structure leaning



Doorknob hole in front door – Evidence of vagrants occupying unsafe structure



RECOMMENDATION:

Staff recommends approval of the attached ordinance to conduct a public hearing to condemn and possibly demolish dilapidated, substandard, unsafe structure at 504 Farrer Street.

ORDINANCE NO. 20220412-000

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, REGARDING THE POSSIBLE DETERMINATION OF A SUBSTANDARD BUILDING LOCATED AT 504 FARRER STREET, ANGLETON, BRAZORIA COUNTY, TEXAS 77515; PROVIDING A DATE FOR A PUBLIC HEARING TO MAKE SUCH A DETERMINATION; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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, Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the City of Angleton’s Code of Ordinances (the “Code of Ordinances”), requires, in part, the demolition of a building that is (1) dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare or, (2) regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; and

WHEREAS, Development Services of the City of Angleton, Texas (the “City”), after inspection, believes it has identified a structure located on the property at **504 Farrer Street, Angleton, Brazoria County, Texas 77515** (the “Property”), that violates the Code of Ordinances and requires demolition pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances; and

WHEREAS, Development Services notified the homeowner of the Property of such potential violations of the Code of Ordinances **on multiple occasions**, requesting that the homeowner of the Property address such violations listed in the notice, attached and incorporated hereto as Exhibit A; and

WHEREAS, the City, in accordance with Section 214.001 of the Local Government Code, wishes to hold a public hearing, pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to determine whether a structure located on the Property complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing of the City’s Code of Ordinances, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

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

SECTION 1. All the facts recited in the preamble to this Ordinance are found by the City Council of the City of Angleton, Texas (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. A public hearing, in accordance Section 214.001 of the Local Government Code and pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, shall be held by City Council on May 24, 2022, at 6:00 p.m. in order to determine whether the structure located on the property at **504 Farrer Street, Angleton, Brazoria County, Texas 77515** complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

SECTION 3. The City shall send a copy of this Ordinance, along with the notice of public hearing described in Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to an owner, lienholder, or mortgagee of the Property.

SECTION 4. At the public hearing, an owner, lienholder, or mortgagee of the Property shall be required to submit proof of the scope of any work that may be required to comply with the Code of Ordinances and the time it will take to reasonably perform the work in order to comply.

SECTION 5. Repeal. All ordinances or parts of ordinances inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 6. 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 7. 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 in full force immediately upon its adoption.

SECTION 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED THIS THE 12TH DAY OF APRIL 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A

1. On July 17, 2019, Code Enforcement Officer Levya issued a notice of violation of the City's Code of Ordinances referencing the requirement to remove or demolish the structure at 504 Farrer St.
2. On January 13, 2021, Chief Building Inspector and Code Enforcement Officer, Kyle Reynolds issued and mailed a citation to property owner of 504 Farrer for dilapidated structure with a reference to violation notices sent on May 20, 2020.
3. On May 18, 2020, Code Enforcement Officer, Heidi Guzman received complaint of dilapidated structure at 504 Farrer Street. Upon investigation, Officer Guzman determined the structure to be substandard and initiated enforcement by generating a letter detailing the Code violations and mailing via certified and standard USPS to the property owner.
4. On April 06, 2021, the 504 Farrer Code Enforcement case was assigned to Officer Follin and a notice of violation for tall grass and dilapidated structure was mailed via certified and standard USPS mail to property owner.
5. Citation issued by Code Enforcement Officer Follin on April 27, 2021 for junk vehicles parked in driveway.
6. Citation issued by Officer Follin on April 27, 2021 for tall grass Code violation.
7. Citation issued by Officer Follin on April 27, 2021 for dilapidated structure.
8. On or about January 2022, the Code Enforcement division received a complaint of mosquitos, odd for the time of year and observed the back side of the structure at 504 Farrer had completely collapsed. Code Enforcement Officers observed evidence of vagrants occupying the front room through a doorknob hole in the front door, and there is not doorknob on the front door. Officers observed rodent harborage, overgrown grass, and stacked items including a hot water heater against the fence. Windows on the structure are mostly boarded, however, officers observed a smashed window, and inside the structure, the roof was collapsed.
9. Structure poses a significant threat to public health and safety.



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Walter E. Reeves Jr., AICP, Development Services Director

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on a request for approval of an ordinance rezoning an approximate 2.748 acres in the J. De J. Valderes Survey, Abstract No. 380, City of Angleton, Brazoria County, Texas, from the Commercial General (C-G) District to the Single Family Residential-7.2 (SF-7.2) District. The subject property is located on the west side of N. Valderas Street just north of N. Plantation Drive.

AGENDA ITEM SECTION: Public Hearing

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

This is a request from Patrick and Gail Thomas, to rezone an approximate 2.748 acres of land located on the west side of N. Valderas just north of N. Plantation Drive from the Commercial General (C-G) District to the Single Family Residential-7.2 (SF-7.2) District. The Thomases own an approximate 7.711 acres and wish to build a residence on the 2.748 acres and develop the remainder for commercial use.

The Future Land Use Plan (FLUP) from the Angleton Comprehensive Plan Update designates the subject property as being appropriate for Office/Retail/Multi-Family use. The proposed rezoning is not consistent with the FLUP; however, the proposed rezoning is supported by Goals 1 & 2 of Chapter 8 Housing of the Comprehensive Plan.

Goal One: A community in which quality housing is attractive available and affordable to all residents.

Goal Two: A variety of housing options that meets the needs of an increasingly diverse population.

Existing Land Use and Zoning

North: Undeveloped land in the C-G District.

East: Single family residential use in the SF-7.2 District.

South: Day care, retail, multi-family and single family in the C-G and SF-7.2 Districts.

West: Commercial uses along Business 288 in the C-G District.

Valderas Street is designated on the Mobility Plan as a Major Collector and pursuant to Section 23-11.C.2.a: “New residential lots shall only front on local and minor collector streets, and shall not front on major collector or arterial streets, or highways.” Should the proposed rezoning be granted, a variance of Section 23-11.C.2.a will be necessary as part of the platting process.

The proposed rezoning, while not consistent with the Future Land Use Plan, is supported by Chapter 8 Housing, Goals 1 & 2 and is in keeping with the existing development pattern in the area. The proposed rezoning and any subsequent development of the property will have negligible impact upon the City’s infrastructure.

The Planning and Zoning Commission held a public hearing on May 5, 2022 and voted 4 in-favor/0 opposed/2 absent/1 resigned to approve the ordinance rezoning an approximate 2.748 acres in the J. De J. Valderes Survey, Abstract No. 380, City of Angleton, Brazoria County, Texas, from the Commercial General (C-G) District to the Single Family Residential-7.2 (SF-7.2) District.

RECOMMENDATION:

Staff recommends approval of the ordinance rezoning an approximate 2.748 acres in the J. De J. Valderes Survey, Abstract No. 380, City of Angleton, Brazoria County, Texas, from the Commercial General (C-G) District to the Single Family Residential-7.2 (SF-7.2) District.

SUGGESTED MOTION

I move we recommend approval of the ordinance rezoning an approximate 2.748 acres in the J. De J. Valderes Survey, Abstract No. 380, City of Angleton, Brazoria County, Texas, from the Commercial General (C-G) District to the Single Family Residential-7.2 (SF-7.2) District.

ATTACHMENT 1

Item 24.



4/28/2022

1:6,628
0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources:

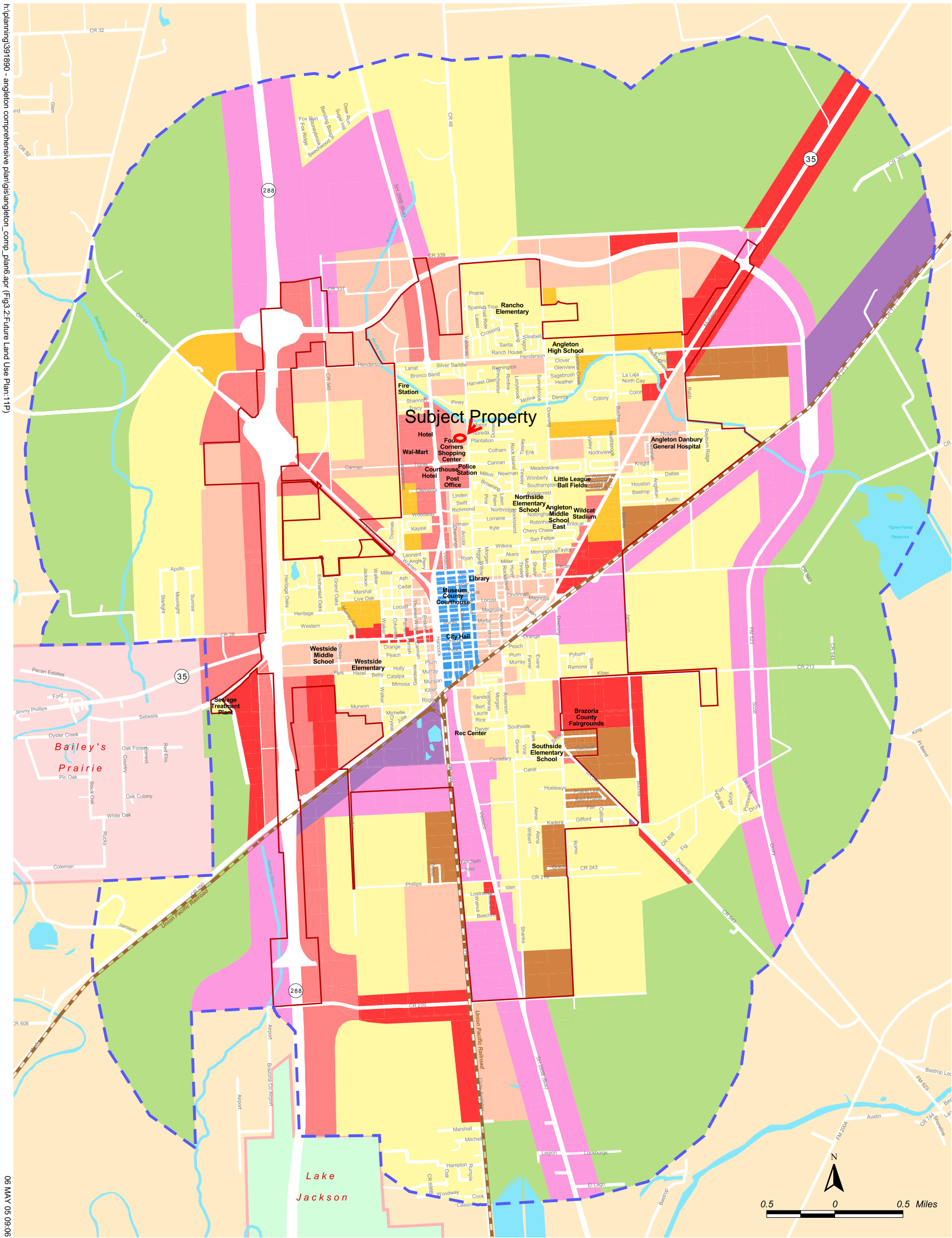


Figure 3.2
Future Land Use Plan

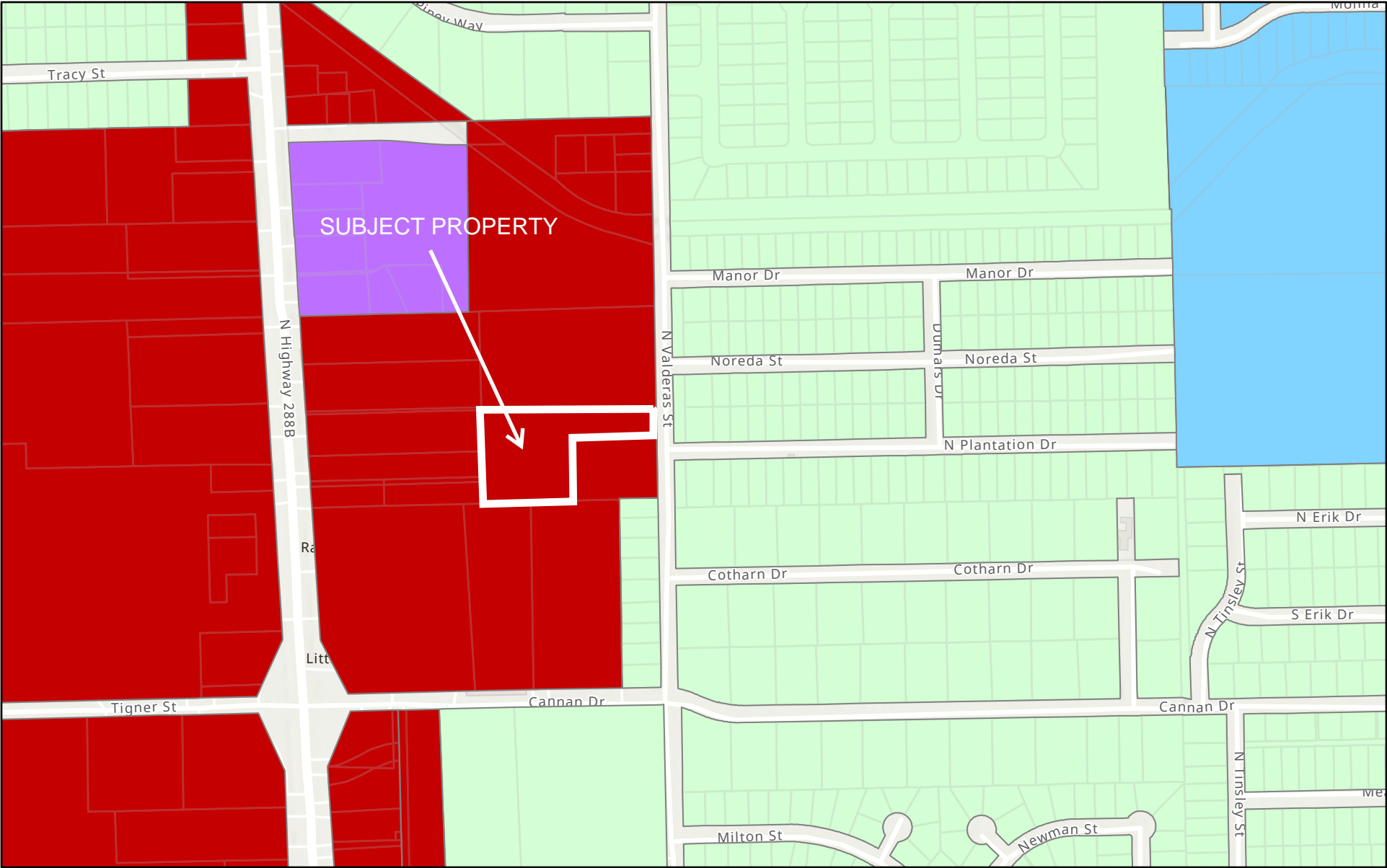
- Land Use Categories
- | | | | |
|--|--|--|-----------------------|
| | Agricultural | | Industrial/Commercial |
| | Single Family Residential | | Industrial |
| | Multi-Family Residential | | Downtown |
| | Manufactured Housing | | Right Of Way |
| | Office/Retail/Multi-Family Residential | | Angleton Study Area |
| | Office/Retail | | Angleton City Limits |
| | Commercial | | |

NOTE: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

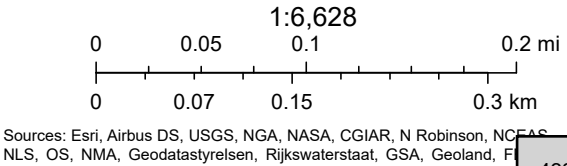


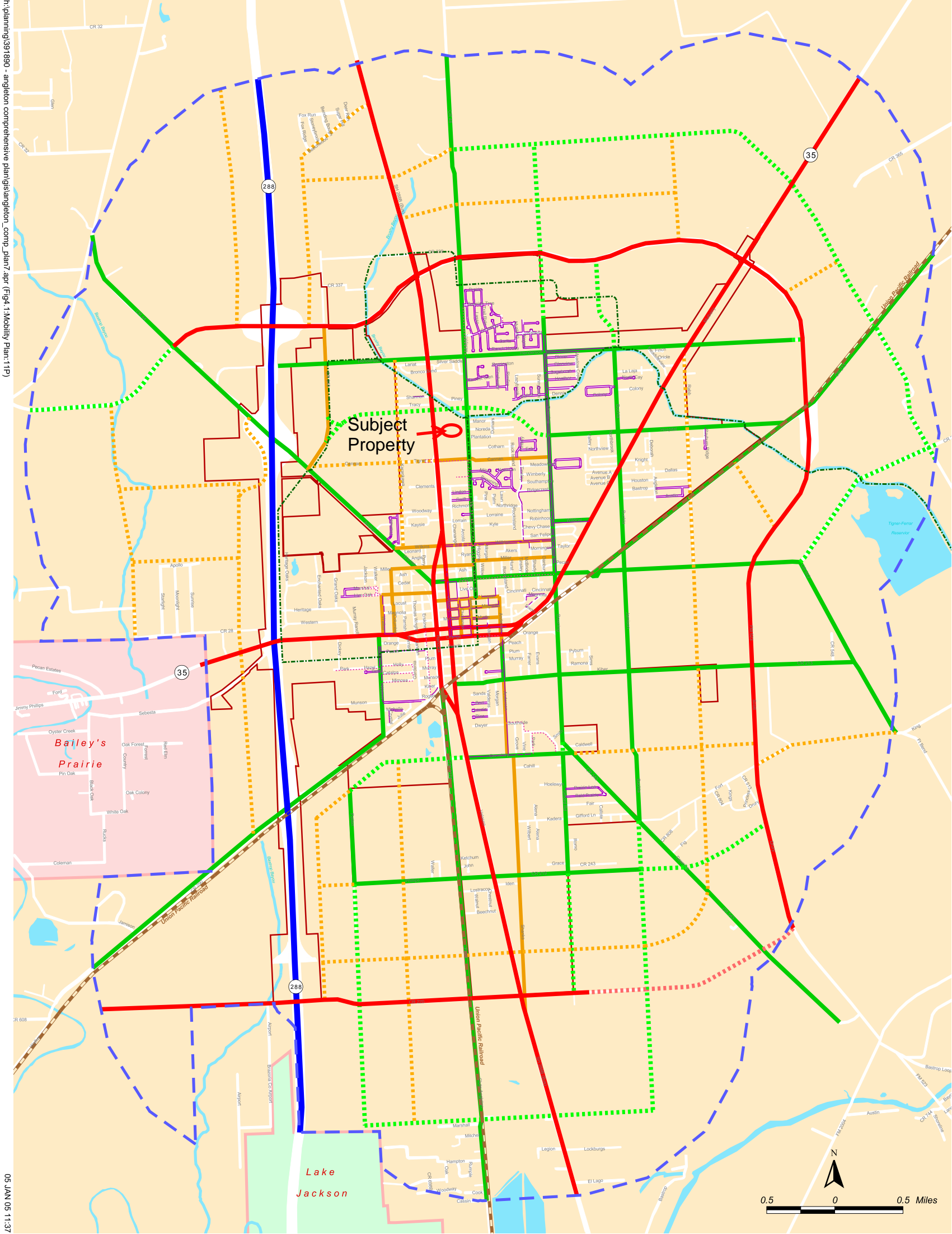
ATTACHMENT 3

Item 24.



4/28/2022





h:\planning\391890 - angleton comprehensive plan\gis\angletont_comp_plan7.apr (Fig4.1)Mobility Plan.11P

05 JAN 05 11:37

Figure 4.1
Mobility Plan

- | | | | |
|--|--------------------------|--|----------------------|
| | Existing Freeway | | Rail |
| | Existing Arterial | | Existing Sidewalk |
| | Existing Major Collector | | Proposed Sidewalk |
| | Existing Minor Collector | | Proposed Trail |
| | Proposed Arterial | | Angleton Study Area |
| | Proposed Major Collector | | Angleton City Limits |
| | Proposed Minor Collector | | |

ORDINANCE NO. 20220524-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS REZONING AN APPROXIMATE 2.748 ACRES IN THE J. DE J. VALDERES SURVEY, ABSTRACT NO. 380, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, FROM CHAPTER 28, ZONING, ARTICLE III ZONING DISTRICTS SECTION 28-57 C-G - COMMERCIAL-GENERAL DISTRICT TO CHAPTER 28 ZONING, ARTICLE III ZONING DISTRICTS SECTION 28-45 SF-7.2 SINGLE-FAMILY RESIDENTIAL-7.2 DISTRICT OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR REPEAL AND AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 211 of the Texas Local Government Code to promulgate rules and regulations governing regulation of land use, structures, businesses, and related activities; and

WHEREAS, the City Council further finds that the rules and regulations governing land use, structures, and related activities within the territorial limits of the City promote the safe, orderly, and healthful development of the City; and

WHEREAS, on May 5, 2022 the Angleton Planning and Zoning Commission conducted a public hearing regarding a request by Patrick and Gail Thomas to rezone an approximate 2.748 acres from Chapter 28 Zoning, Article III Zoning Districts Section 28-57 C-G – Commercial General District to the Chapter 28 Zoning, Article III Zoning Districts Section 28-45 SF-7.2 Single-Family Residential-7.2 District of the Code of Ordinances City of Angleton, Texas following lawful publication of the notice of said public hearing; and

WHEREAS, on May 5, 2022 after considering the public testimony received at such hearing, if any, the Planning and Zoning Commission has recommended that the request by Patrick and Gail Thomas to rezone an approximate 2.748 acres from Chapter 28 Zoning, Article III Zoning Districts Section 28-57 C-G – Commercial General District to the Chapter 28 Zoning, Article III Zoning Districts Section 28-45 SF-7.2 Single-Family Residential-7.2 District be approved; and

WHEREAS, on May 24, 2022 the City Council of the City of Angleton conducted a public hearing regarding a request by Patrick and Gail Thomas to rezone an approximate 2.748 acres from Chapter 28 Zoning, Article III Zoning Districts Section 28-57 C-G – Commercial General District to the Chapter 28 Zoning, Article III Zoning Districts Section 28-45 SF-7.2 Single-Family Residential-7.2 District of the Code of Ordinances City of Angleton, Texas; and

WHEREAS, on May 24, 2022 the City Council of the City of Angleton, Texas approved the request by Patrick and Gail Thomas to rezone an approximate 2.748 acres from Chapter 28 Zoning, Article III Zoning Districts Section 28-57 C-G – Commercial General District to the Chapter 28 Zoning, Article III Zoning Districts Section 28-45 SF-7.2 Single-Family Residential-7.2 District of the Code of Ordinances City of Angleton, Texas; and

WHEREAS, each and every applicable requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code and the Code of Ordinance of the City of Angleton, Texas, concerning public notices, hearings and other procedural matters have been fully met; and

WHEREAS, the City Council desires to rezone an approximate 2.748 acres from Chapter 28 Zoning, Article III Zoning Districts Section 28-57 C-G – Commercial General District to the Chapter 28 Zoning, Article III Zoning Districts Section 28-45 SF-7.2 Single-Family Residential-7.2 District of the Code of Ordinances, City of Angleton, Texas;

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

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

SECTION 2. The request by Patrick and Gail Thomas to rezone an approximate 2.748 acres from Chapter 28 Zoning, Article III Zoning Districts Section 28-57 C-G – Commercial General District to the Chapter 28 Zoning, Article III Zoning Districts Section 28-45 SF-7.2 Single-Family Residential-7.2 District of the Code of Ordinances, City of Angleton, Texas be approved.

SECTION 3. 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 Two Thousand and No/100 Dollars (\$2,000.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of the Ordinance occurs shall constitute a separate offense.

SECTION 4. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 5. 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 on or more parts.

SECTION 6. This ordinance shall be effective and in full force immediately upon its adoption.

SECTION 7. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said

meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code

PASSED AND APPROVED THIS THE 24TH DAY OF MAY 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A



County: Brazoria County
Project: 2.748 Acre N Tract
Job No.: 15239

FIELD NOTES FOR 2.748 ACRES

Being a tract of land containing 2.748 acres, located within the J. De J. Valderes Survey, Abstract No. 380, Brazoria County, Texas; Said 2.748 acre tract, being a portion of the tract conveyed to Theresa Gail and Patrick Thomas, as recorded in Brazoria County Clerk's File No. (B.C.C.F.N.) 2018064937, said 2.748 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) Central Zone, per GPS observations):

BEGINNING at a point in the west right-of-way (R.O.W.) line of N. Valderas Street, for the northeast corner of the herein described tract;

THENCE South $00^{\circ}00'25''$ East, along the west R.O.W. line of said N. Valderas Road and the east line of the herein described tract, a distance of 77.00 feet to a point for the most southerly northeast corner of the herein described tract;

THENCE South $89^{\circ}59'48''$ East, along the south line of the herein described tract, a distance of 289.90 feet to a point for an interior corner of the herein described tract;

THENCE South $00^{\circ}01'54''$ East, along a southeasterly line of the herein described tract, a distance of 229.83 feet to a point for the southeast corner of the herein described tract;

THENCE South $89^{\circ}59'41''$ West, along the south line of the herein described tract, a distance of 315.81 feet to a point for the southwest corner of the herein described tract;

THENCE North $00^{\circ}50'10''$ West, along the west line of the herein described tract, a distance of 306.25 feet to a point for the northwest corner of the herein described tract;

THENCE North $89^{\circ}56'28''$ East, along the north line of the herein described tract, a distance of 610.04 feet to the **POINT OF BEGINNING**, containing 2.748 acres of land, more or less.

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Walter E. Reeves Jr., AICP, Development Services Director

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on a request for approval of an ordinance authorizing a Specific Use Permit for use of a recreational vehicle as a residence on property described as Lot 24, Block 134, of the Lorraine Subdivision. The subject property consists of an approximate 7,900 sq. ft., is in the Single Family Residential-7.2 (SF-7.2), is located on the east side of N. Arcola Street approximately 100 ft. south of E. Lorraine Street and is more commonly known as 1124 N. Arcola Street.

AGENDA ITEM SECTION: Public Hearing

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

FUND: N/A

EXECUTIVE SUMMARY:

This is a request for authorization of a SUP for use of a recreational vehicle (RV) as a residence. This application was generated out of Development Services Department staff identifying the existing structure on the property as being a candidate for code enforcement action as a substandard structure and noticing the RV in the rear of the property (Attachment 2). Further investigation identified the RV as inhabited and connected to City water via a hose bib on the exterior of the existing structure, and to City sewer service via the existing structure's service line. The subject property is more commonly known as 1124 N. Arcola Street (Attachment 1).

The existing structure is uninhabitable at this point (see pictures). While there is no way to know when the RV was placed on the property and occupied, the applicants did purchase the property in June 2019. After discovery of the use of the RV as a residence, code enforcement was begun regarding the RV (Attachment 2). A building permit for renovation of the existing structure was issued on February 9, 2022 (Attachment 3), and application for a SUP was received on March 28, 2022.

Section 14-101 of the Angleton Code of Ordinances defines "recreational vehicle" as: "...a vehicular-type unit primarily designed as temporary living quarters for recreational camping or travel use that either has its own motive power or is mounted on or towed by another vehicle and requiring no special permit by the Texas Department of Highways and Public Transportation. The

basic entities are travel trailers, camping trailers, truck campers, and motor homes. A recreational vehicle is not a mobile home or a HUD-Code manufactured dwelling as defined in this article.”

Section 14-103.(a) prohibits locating or maintaining a RV within the City limits outside of a licensed recreational vehicle park. Section 14-103.(b).(1) provides an exception if the RV is not connected to water or sanitary sewer systems serving the premises on which the RV is located. Section 14-103.(b).(3) allows for temporary placement of an RV for six (6) months with approval of an SUP which shall be based upon:

1. The purpose for which the RV will be used; **As a residence.**
2. The necessity for which the RV will be placed; **The existing residential structure is uninhabitable**
3. The appropriateness of the location; **The subject property is in a long developed residential neighborhood**
4. The amount of space available for the RV; **Space is available for the RV**
5. The availability of water and sewer service to which the RV will be connected; **The RV is currently connected to city water and sewer services**
6. Potential conflict with deed restrictions and homeowner’s associations; and **Unknown if there are any potential conflicts.**
7. Other factors deemed relevant.

Pursuant to Section 23-63.(e).(1) the following factors for consideration apply:

- a. The proposed use at the specified location is consistent with the goals, objectives and policies contained in the adopted comprehensive plan; **The proposed use is not consistent with the Comprehensive Plan.**
- b. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations; **The proposed use is not consistent with the general purpose and intent of the applicable zoning district regulations.**
- c. The proposed use meets all supplemental standards specifically applicable to the use as set forth in this chapter; **The proposed use does not meet the minimum side yard setback (5 feet) required in the SF 7.2 district.**
- d. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts, including but not limited to: **The proposed use is not compatible with and does not preserve the character and integrity of adjacent development and neighborhoods.**
 1. Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire; **This criterion is met.**
 2. Off-street parking and loading areas; **This criterion is met.**
 3. Refuse and service areas; **This criterion is met.**

4. Utilities with reference to location, availability, and compatibility; ***Utilities are available to the property.***
 5. Screening and buffering, features to minimize visual impacts, and/or set-backs from adjacent uses; ***No screening or buffering is required, and none is proposed.***
 6. Control of signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district; ***No signage is proposed.***
 7. Required yards and open space; ***The required side yard setback is not met.***
 8. Height and bulk of structures; ***The RV does not exceed height and bulk restrictions.***
 9. Hours of operation; ***Not applicable.***
 10. Exterior construction material and building design; and ***The RV is metal.***
 11. Roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets. ***Not applicable.***
- e. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity. ***The use of the RV as a residence is inconsistent with surrounding uses in the neighborhood.***

(2) *Conditions:* In approving the application, the planning and zoning commission may recommend, and the city council may impose, such additional conditions (e.g., hours of operation, etc.) as are reasonably necessary to assure compliance with these standards and the purpose and intent of this section, in accordance with the procedures in [Section 28-24](#). Such additional conditions shall exceed the minimum standards contained herein or in any other applicable city Code or Ordinance, and they cannot, in effect, relax or grant relief from any of the city's minimum standards (see subsection (3) below). Any conditions imposed shall be set forth in the ordinance approving the specific use permit, and shall be incorporated into or noted on the site plan for final approval. The city manager shall verify that the plan incorporates all conditions set forth in the ordinance authorizing the specific use permit, and shall sign the site plan to indicate final approval. The city shall maintain a record of such approved specific use permits and the site plans and conditions attached thereto.

(3) *Prohibition on waivers and variance* The foregoing additional conditions (i.e., standards of development for the SUP) shall not be subject to variances that otherwise could be granted by the board of adjustments, nor may conditions imposed by the city council subsequently be waived or varied by the BOA. In conformity with the authority of the city council to authorize specific use permits, the city council may waive or modify specific standards otherwise made applicable to the use by this chapter, to secure the general objectives of this section; provided, however, that the city council shall not waive or modify any approval factor set forth in subsection (a) of this subsection [28-63\(e\)](#).

The RV was setup on the property without consultation with the City regarding rules for its placement and has been on the property for an unknown period of time. It is connected to both the City's water and sewer service, also for an unknown period of time. The water connection is via a hose and how the sewer has been connected is unknown. The proposed use does not meet the criteria of Section 23-63.(e).(1) for an SUP. While the "intent" of the use of the RV as a residence is to allow the applicant to work on rehabilitating the existing structure, no construction schedule with verifiable benchmarks has been proposed for said rehabilitation.

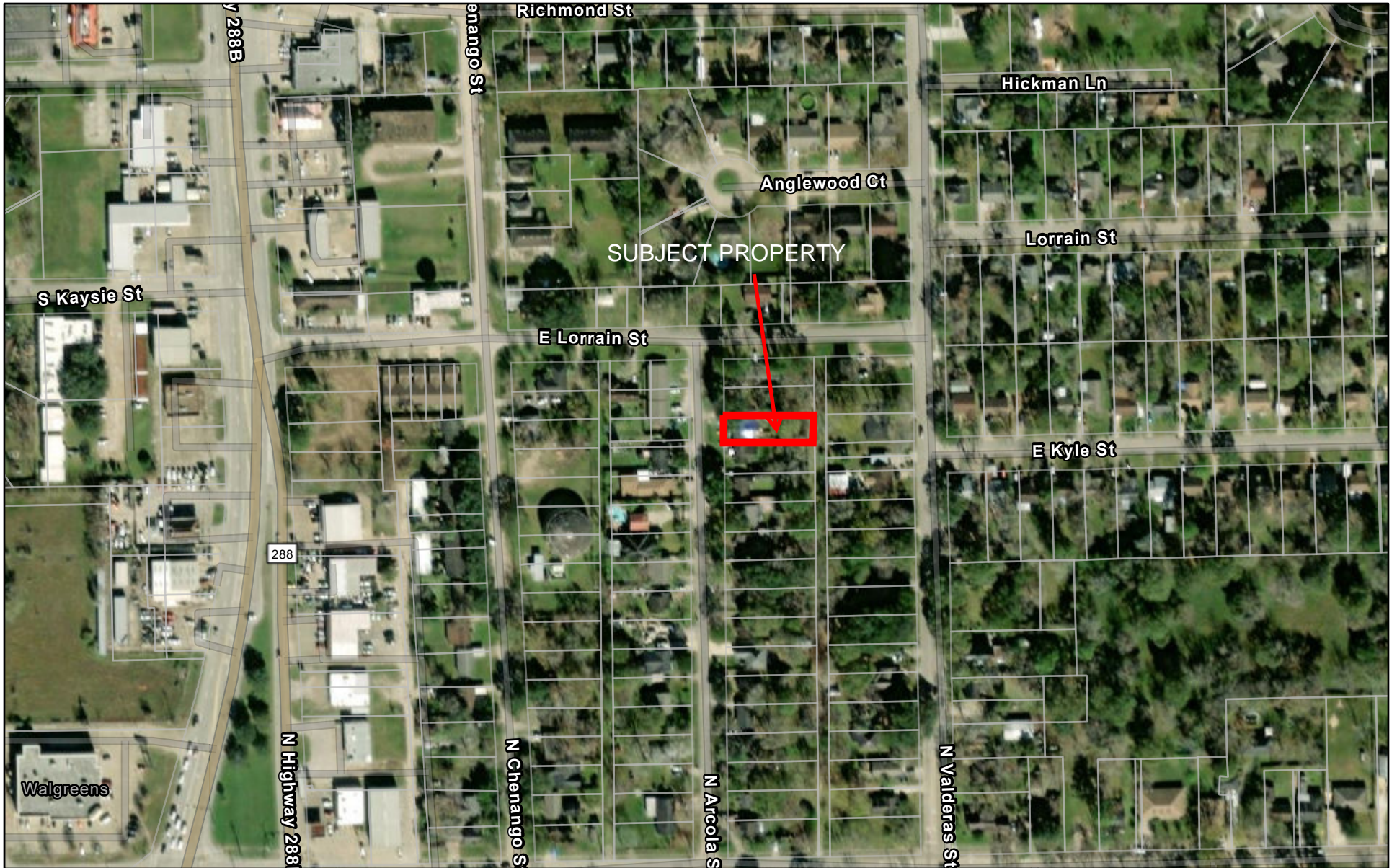
The Planning and Zoning Commission held a public hearing on May 5, 2022 and voted 4 in-favor/0 opposed/2 absent/1 resigned to recommend denial of the requested SUP.

RECOMMENDATION:

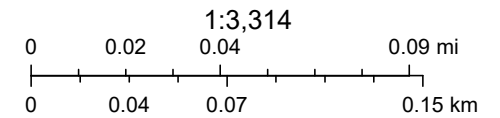
Staff recommends denial of the Specific Use Permit for the temporary use of a recreational vehicle as a residence.

SUGGESTED MOTION:

I move we deny the Specific Use Permit for the temporary use of a recreational vehicle as a residence.



4/28/2022



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources:





Item 25.



475

Item 25.



476







AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Walter E. Reeves Jr., AICP, Development Services Director

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on an ordinance annexing an approximate 20.00 acres into the City of Angleton and an annexation service plan. The subject property is located at the southwest corner of the intersection of CR 220 and SH 288B.

AGENDA ITEM SECTION: Public Hearing,

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

This annexation is requested by Land 288, LLC, owner of the property, to annex an approximate 20 acres of land to the City of Angleton, Texas. The site is located on the southwest corner of the intersection of CR 220 and SH 288B. The Local Government Code requires a single public hearing for voluntary annexation requests for the City Council to gather comment on the requested annexation. After closing the public hearing City Council can act to approve the annexation ordinance and annexation services agreement, continue the agenda item to a date certain, or deny the annexation ordinance and service agreement. Pursuant to Section 28-6;

"... interim zoning of the land shall be considered to be agricultural ("AG"), and all zoning and development regulations of the "AG" zoning district shall be adhered to with respect to development and use of the land that has been newly annexed. This interim "AG" zoning classification shall continue until the zoning of the property has been officially changed in accordance with [section 28-24](#)."

The petitioner wishes to develop the land as described in Attachment 2.

RECOMMENDATION:

Staff recommends approval of the annexation ordinance and annexation services agreement.

ORDINANCE NO. 20210309-000

AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF ANGLETON BY ANNEXING THE PROPERTY SHOWN HEREIN AS ANNEXATION AREA FOUR; ADOPTING THE CITY SERVICES PLAN OFFICIALLY; AUTHORIZING THE AMENDMENT OF THE OFFICIAL MAPS OF THE CITY TO INCLUDE THE ANNEXED ACREAGE AS A PART OF THE CITY; AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE ANNEXED PROPERTY WITH THE INTERIM ZONING CLASSIFICATION OF AGRICULTURAL (AG); PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code §43.003 authorizes the City of Angleton, as a home-rule municipality, to extend its City limit boundaries through the annexation of area adjacent to those boundaries; and

WHEREAS, Section 1.03 of the City Charter of the City of Angleton provides that the City Council has authority by ordinance to fix the City limit boundaries, provide for the alteration and extension of said boundaries, and annex additional territory lying adjacent to said boundaries in any manner provided by law; and

WHEREAS, said tract of land is contiguous and adjacent to the City of Angleton, Texas, and is located in the Extraterritorial Jurisdiction of the City of Angleton; and

WHEREAS, the property in the proposed annexation is exempt from the Texas Local Government Code Chapter 43 requirement that the land be identified in an annexation plan; and

WHEREAS, Texas Local Government Code Section 43.0671 stipulates that a municipality may annex an area if each owner of land in the area requests the annexation, and Section 43.072 stipulates the governing body of the municipality must first negotiate and enter into a written agreement with the owners of the land in the area for the provision of services in the area; and

WHEREAS, the City and property owners and negotiated, prepared, and executed a City Services Plan stipulating that the annexed property is entitled to full City services; and

WHEREAS, on the 24th day of May 2022, the City Council of the City of Angleton, Texas held a Public Hearing on the proposed annexation of the area comprising Annexation Area Four, allowing all interested persons the right to appear and be heard on the proposed annexation of such land; and

WHEREAS, notice of the above referenced Public Hearing was published in *The Brazoria County Facts* on May 10, 2022, a newspaper having general circulation in the City of Angleton, Texas and within the territory to be annexed, in accordance with law; and

WHEREAS, notice of the above referenced Public Hearing was posted on the City of Angleton, Texas website, in accordance with law; and

WHEREAS, the City Services Plan was made available for public inspection, explained, and approved at the Public Hearing; and

WHEREAS, the Public Hearing was conducted not more that twenty (20) days nor less that ten (10) days prior to the institution of annexation proceedings.

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

SECTION 1. The land and territory lying outside of, but adjacent to and adjoining the City of Angleton, Texas, more particularly described in **Exhibit 'A'**, attached hereto and incorporated herein by reference, is hereby annexed into the City of Angleton, Texas, and said territory, as described, shall hereafter be included within the boundary limits of said City, and the present boundary limits of said City, at the various points contiguous to the area described in **Exhibit 'A'**, are altered and amended so as to include said areas within the corporate limits of the City of Angleton, Texas.

SECTION 2. The land and territory more particularly described in **Exhibit 'A'**, shall be part of the City of Angleton, Texas and inhabitants thereof shall be entitled to all of the rights and privileges as citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Angleton, Texas.

SECTION 3. The City Services Plan attached hereto, and incorporated herein, as **Exhibit 'B'** that outlines the provisions of necessary municipal services to the property was approved and executed on May 24, 2022 by Angleton City Council, and the implementation of said plan is hereby authorized.

SECTION 4. The Official Zoning Map of the City of Angleton shall be amended to include the annexed property within the City of Angleton with the interim zoning designation of Agricultural (AG) in accordance with the City of Angleton Code of Ordinances Sec. 28-6.

SECTION 5. All official maps that depict the boundaries of the City Limits of the City of Angleton, Texas shall be revised to include the annexed property within the City of Angleton.

SECTION 6. The meeting at which this Ordinance was approved was a regular meeting of the City Council, and in all things, was conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 7. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED THIS THE 24th DAY OF MAY 2022.

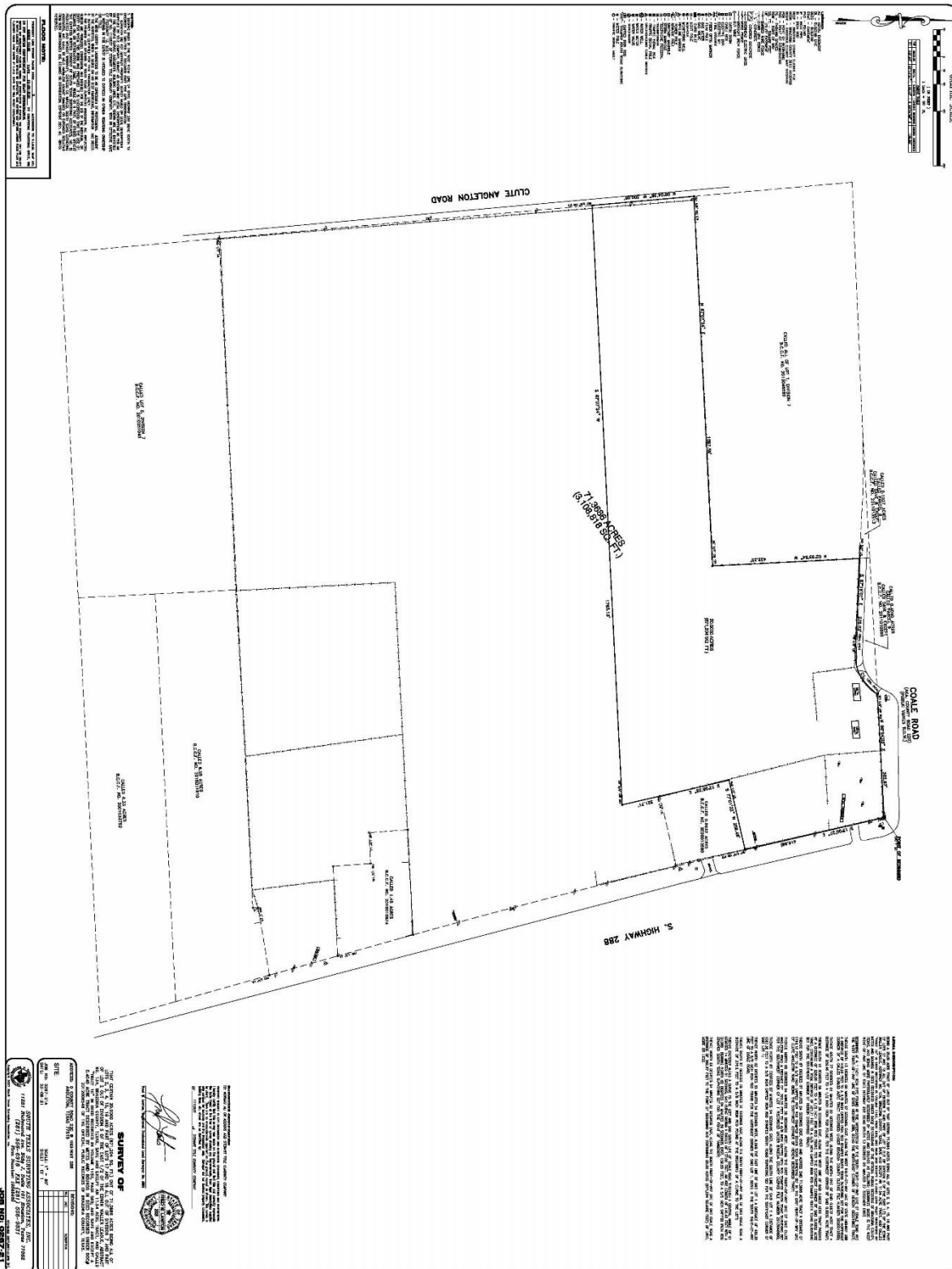
CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, CMC
City Secretary

EXHIBIT "A" ANNEXATION AREA



GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

That SHERRIE ROBINSON as Independent Executor of the Estate of LARRY DON SMITH, and as Trustee of the Trusts created in the Last Will and Testament of LARRY DON SMITH probated in Case No. 11-CPR-023426 in County Court at Law No. 4, Fort Bend County, Texas, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto LAND 288 LLC, a Texas limited liability company, herein called "Grantee" (whether one or more), the following real property (together with all improvements thereon the "Property") situated in Brazoria County, Texas, to-wit:

BEING A 20.00 ACRE TRACT OF LAND OUT OF THAT CERTAIN 71.3686 ACRES BEING ALL OF LOTS 2, 3, 4, 15, 16 AND PART OF LOTS 17 AND 18 ALL OUT OF DIVISION 7 AND PART OF LOT 2 OUT OF DIVISION 5 OF THE EAST 1/2 OF THE EDWIN WALLER LEAGUE, ABSTRACT NO. 134, BRAZORIA COUNTY, TEXAS, SAVE AND EXCEPT AN 11.54 ACRE TRACT, AND CALLED "TRACT 10" IN DEED RECORDED IN VOLUME 1152, PAGE 565; AND SAVE AND EXCEPT A 0.4040 ACRE TRACT DESCRIBED BY METES AND BOUNDS IN DEED RECORDED UNDER DOC# 2012006546 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASIS IS THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288 BEING SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST)

BEGINNING AT A 1 INCH IRON PIPE FOUND AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF COALE ROAD AND THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288, BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288 A DISTANCE OF 418.90 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE NORTHEAST CORNER OF A CALLED 0.9932 ACRE TRACT RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER 2020010560;

THENCE SOUTH 77 DEGREES 01 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID 0.9932 ACRE TRACT A DISTANCE OF 209.46 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 0.9932 ACRE TRACT;

THENCE SOUTH 12 DEGREES 58 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF SAID 0.9932 ACRE TRACT PASSING AT A DISTANCE OF 208.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 0.9932 ACRE TRACT, CONTINUING A TOTAL DISTANCE OF 321.71 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

General Warranty Deed
Page 1 of 3

STEWART TITLE 1110637
KK/61

THENCE SOUTH 87 DEGREES 07 MINUTES 24 SECONDS WEST, OVER AND ACROSS SAID 71.3686 ACRE TRACT A DISTANCE OF 1763.13 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET IN THE EAST RIGHT-OF-WAY LINE OF CLUTE ANGLETON ROAD, BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 05 DEGREES 04 MINUTES 36 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CLUTE ANGLETON ROAD A DISTANCE OF 300.05 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE SOUTHWEST CORNER OF LOT 1 RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER 2013046690;

THENCE NORTH 87 DEGREES 07 MINUTES 24 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 1087.36 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 02 DEGREES 55 MINUTES 54 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 432.35 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1, BEING IN THE SOUTH RIGHT-OF-WAY LINE OF COALE ROAD;

THENCE SOUTH 87 DEGREES 18 MINUTES 01 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID COALE ROAD A DISTANCE OF 276.2 FEET TO A 5/8 INCH IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE EASTERLY ALONG A CURVE TO THE LEFT AND SAID SOUTH LINE OF COALE ROAD THROUGH A CENTRAL ANGLE OF 61 DEGREES 14 MINUTES 01 SECONDS, SAID CURVE HAVING A RADIUS OF 137.00 FEET, AN ARC LENGTH OF 146.42 FEET WITH A CHORD BEARING NORTH 62 DEGREES 04 MINUTES 59 SECONDS EAST, 139.55 FEET, TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE POINT OF TANGENCY;

THENCE NORTH 86 DEGREES 54 MINUTES 02 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID COALE ROAD A DISTANCE OF 362.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.00 ACRES (871,204 SQUARE FEET) OF LAND, MORE OR LESS.

This conveyance is made and accepted subject to any and all easements, rights of way, title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways, valid restrictions, all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, encumbrances, conditions, maintenance charges, building set back lines, rights of tenants, and assigns; as tenants only, under currently effective lease agreements, and governmental regulations, if any, to the extent, but only to the extent that they are reflected by the records of the Office of the County Clerk of the above-mentioned County and State.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the reservations from and exceptions to conveyance and warranty.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation, a trustee or other legal entity that is not a

General Warranty Deed
Page 2 of 3

natural person, the pertinent words "heirs, executors and administrators" and/or "heirs and assigns" shall be construed to mean "successors and assigns," respectively. Reference to any gender shall include either gender and, in the case of a legal entity that is not a natural person, shall include the neuter gender, all as the case may be.

Current ad valorem taxes on the Property have been prorated, the payment thereof is assumed by Grantee.

EXCEPT FOR THE WARRANTY OF TITLE, THE SALE OF THE SUBJECT PROPERTY IS "AS IS" AND "WHERE IS".

EXECUTED THIS 10 day of January, 2022.

Sherrie Robinson
SHERRIE ROBINSON as Independent Executor
 of the Estate of **LARRY DON SMITH**, and as
 Trustee of the Trusts created in the Last Will and
 Testament of **LARRY DON SMITH** probated in
 Case No. 11-CPR-023426 in County Court at Law
 No. 4, Fort Bend County, Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Genzelles

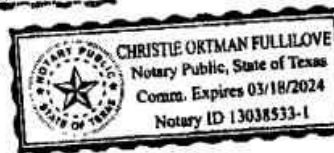
This instrument was acknowledged before me on this 10 day of January, 2022, by **SHERRIE ROBINSON** as Independent Executor of the Estate of **LARRY DON SMITH**, and as Trustee of the Trusts created in the Last Will and Testament of **LARRY DON SMITH** probated in Case No. 11-CPR-023426 in County Court at Law No. 4, Fort Bend County, Texas.



Christie Orkman Fullilove
 Notary Public in and for
 The State of TEXAS

GRANTEE'S ADDRESS:

Land 288 LLC
 5811 Parkdale Court
 Sugar Land, Texas 77479



AFTER RECORDING, RETURN TO:

Land 288 LLC
 5811 Parkdale Court
 Sugar Land, Texas 77479

PREPARED IN THE LAW OFFICE OF:

MURRAY | LOBB, PLLC
 2200 Space Park Drive, #350
 Houston, Texas 77058
 Telephone 281.488.0630

GF# 1110637 (1.22)

General Warranty Deed
 Page 3 of 3

EXHIBIT "B"
ANNEXATION CITY SERVICES PLAN

**CITY OF ANGLETON SERVICES AGREEMENT FOR
THE ANNEXATION OF LAND LOCATED IN
THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANGLETON**

I. Introduction

This Municipal Services Agreement ("Agreement") is entered into on the 24th day of May 2022 by the City of Angleton, a home-rule municipality of the State of Texas, ("City") and property owner, Land 288, LLC ("Owner"), a Texas limited liability company. This Agreement pertains to the land ("tract") attached as Exhibit "A", incorporated herein and made a part of for all purposes.

II. Term and Effective Date

The Owner has requested that the City annex the Tract. Pursuant to Texas Local Government Code Sec. 43.0672, the parties enter this Agreement regarding services to be provided to the Tract.

This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the owner.

III. Services to be Provided Immediately Upon Annexation of the Tract

A. Services. According to this Agreement, the City shall provide services to the Tract including police protection; fire protection; emergency medical services; solid waste collection; operation and maintenance of roads and streets, including road and street lighting; operation and maintenance of parks, playgrounds, and swimming pools; and operation and maintenance of any other publicly owned facility, building, or service. The City shall provide such services to the Tract to the extent that the City currently offers such services to similarly situated landowners. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law. The City shall provide such services on the effective date of annexation. The City anticipates initiating the acquisition or construction of other capital improvements after the effective date of annexation which would be necessary for providing municipal services to serve the Tract.

This City may cause or allow public or private utilities, contractors, governmental entities, and other public service organizations to provide such services to the Tract, in whole or in part.

B. Scope and Quality of Proposed Service. The City shall provide services to the Tract pursuant to any methods by which it extends or is authorized to extend services to any other area of the City. Under this Services Agreement, the City shall not provide fewer services or a lower level of services to the Tract than were in existence in the area immediately preceding the date of annexation. However, it is not the intent of this Services

Agreement to require that a uniform level of services be provided to all areas of the City, including the Tract, where differing characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

C. Fees. The City may impose a fee for a service to the Tract if the same fee is imposed within the corporate boundaries of the City before annexation. The CITY may impose a fee to the Tract, over and above ad valorem taxes and fees imposed within the corporate boundaries of the City before annexation to maintain the level of services that existed to the Tract before annexation, if applicable.

NOTHING IN THIS SERVICES AGREEMENT SHALL BE INTERPRETED TO WAIVE OR OVERRIDE ANY PRE-EXISTING OBLIGATION THAT ANY OTHER PUBLIC AND/OR POLITICAL SUBDIVISION OR GOVERNMENTAL ENTITY CURRENTLY HAS TO CONSTRUCT AND/OR OTHERWISE MAINTAIN THE PUBLIC IMPROVEMENTS OR INFRASTRUCTURE CURRENTLY EXISTING TO THE TRACT.

IV. AMENDMENT; GOVERNING LAW

This Services Agreement may not be amended or repealed except as provided by the Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the services nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Services Agreement, and the City reserves the right to make such changes. This Services Agreement is subject to and shall be interpreted in accordance with the Texas Local Government Code, the Texas Constitution, and laws of the State of Texas.

V. ADDITIONAL TERMS

City and Owner represent that they have full power authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

The parties to this Agreement agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

Venue shall be in the state courts located in Brazoria County, Texas and construed in conformity with the provisions of the Texas Local Government Code Chapter 43.

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

The captions of the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

VI. FORCE MAJEURE

Should a *force majeure* interrupt the services described herein, the City shall resume services under this Services Agreement within a reasonable time after the cessation of the *force majeure*. The term "*force majeure*," for the purposes of this Services Agreement, shall include, but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government, explosions, collisions, and any other inability imposed upon the City whether similar to those enumerated or otherwise, which is not within the control of the City.

VII. ENTIRE AGREEMENT

This document contains the entire Services Agreement relating to the Tract and supersedes all other negotiations, representations, plans and agreements, whether written or oral.

*Intentionally Left Blank
Execution Page to Follow*

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF ANGLETON

Owner

By: _____
Mayor Jason Perez

By:  _____
Name: Karim Ali
(Sole Owner of LAND 288 LLC)

By: _____
Name: _____

Attest:

Frances Aguilar
City Secretary

Exhibit A

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That SHERRIE ROBINSON as Independent Executor of the Estate of LARRY DON SMITH, and as Trustee of the Trusts created in the Last Will and Testament of LARRY DON SMITH probated in Case No. 11-CPR-023426 in County Court at Law No. 4, Fort Bend County, Texas, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto LAND 288 LLC, a Texas limited liability company, herein called "Grantee" (whether one or more), the following real property (together with all improvements thereon the "Property") situated in Brazoria County, Texas, to-wit:

BEING A 20.00 ACRE TRACT OF LAND OUT OF THAT CERTAIN 71.3686 ACRES BEING ALL OF LOTS 2, 3, 4, 15, 16 AND PART OF LOTS 17 AND 18 ALL OUT OF DIVISION 7 AND PART OF LOT 2 OUT OF DIVISION 5 OF THE EAST 1/2 OF THE EDWIN WALLER LEAGUE, ABSTRACT NO. 134, BRAZORIA COUNTY, TEXAS, SAVE AND EXCEPT AN 11.54 ACRE TRACT, AND CALLED "TRACT 10" IN DEED RECORDED IN VOLUME 1152, PAGE 565; AND SAVE AND EXCEPT A 0.4040 ACRE TRACT DESCRIBED BY METES AND BOUNDS IN DEED RECORDED UNDER DOC# 2012006546 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASIS IS THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288 BEING SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST)

BEGINNING AT A 1 INCH IRON PIPE FOUND AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF COALE ROAD AND THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288, BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288 A DISTANCE OF 418.96 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE NORTHEAST CORNER OF A CALLED 0.9932 ACRE TRACT RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER 2020010560;

THENCE SOUTH 77 DEGREES 01 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID 0.9932 ACRE TRACT A DISTANCE OF 209.46 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 0.9932 ACRE TRACT;

THENCE SOUTH 12 DEGREES 58 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF SAID 0.9932 ACRE TRACT PASSING AT A DISTANCE OF 208.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 0.9932 ACRE TRACT, CONTINUING A TOTAL DISTANCE OF 321.71 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

General Warranty Deed
Page 1 of 3

STEWART TITLE 1110637
KF/ce

Exhibit A

THENCE SOUTH 87 DEGREES 07 MINUTES 24 SECONDS WEST, OVER AND ACROSS SAID 71.3686 ACRE TRACT A DISTANCE OF 1763.13 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET IN THE EAST RIGHT-OF-WAY LINE OF CLUTE ANGLETON ROAD, BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 05 DEGREES 04 MINUTES 36 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CLUTE ANGLETON ROAD A DISTANCE OF 300.05 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE SOUTHWEST CORNER OF LOT 1 RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER 2013046690;

THENCE NORTH 87 DEGREES 07 MINUTES 24 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 1087.36 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 02 DEGREES 55 MINUTES 54 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 432.35 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1, BEING IN THE SOUTH RIGHT-OF-WAY LINE OF COALE ROAD;

THENCE SOUTH 87 DEGREES 15 MINUTES 01 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID COALE ROAD A DISTANCE OF 276.2 FEET TO A 5/8 INCH IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE EASTERLY ALONG A CURVE TO THE LEFT AND SAID SOUTH LINE OF COALE ROAD THROUGH A CENTRAL ANGLE OF 61 DEGREES 14 MINUTES 01 SECONDS, SAID CURVE HAVING A RADIUS OF 137.00 FEET, AN ARC LENGTH OF 146.42 FEET WITH A CHORD BEARING NORTH 62 DEGREES 04 MINUTES 59 SECONDS EAST, 139.55 FEET, TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE POINT OF TANGENCY;

THENCE NORTH 86 DEGREES 54 MINUTES 02 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID COALE ROAD A DISTANCE OF 362.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.00 ACRES (871,204 SQUARE FEET) OF LAND, MORE OR LESS.

This conveyance is made and accepted subject to any and all easements, rights of way, title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways, valid restrictions, all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, encumbrances, conditions, maintenance charges, building set back lines, rights of tenants, and assigns, as tenants only, under currently effective lease agreements, and governmental regulations, if any, to the extent, but only to the extent that they are reflected by the records of the Office of the County Clerk of the above-mentioned County and State.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the reservations from and exceptions to conveyance and warranty.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation, a trustee or other legal entity that is not a

General Warranty Deed
Page 2 of 3

Exhibit A

natural person, the pertinent words "heirs, executors and administrators" and/or "heirs and assigns" shall be construed to mean "successors and assigns," respectively. Reference to any gender shall include either gender and, in the case of a legal entity that is not a natural person, shall include the neuter gender, all as the case may be.

Current ad valorem taxes on the Property have been prorated, the payment thereof is assumed by Grantee.

EXCEPT FOR THE WARRANTY OF TITLE, THE SALE OF THE SUBJECT PROPERTY IS "AS IS" AND "WHERE IS".

EXECUTED THIS 10 day of January, 2022.

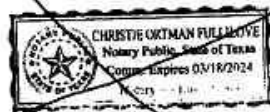
Sherrie Robinson
 SHERRIE ROBINSON as Independent Executor
 of the Estate of LARRY DON SMITH, and as
 Trustee of the Trusts created in the Last Will and
 Testament of LARRY DON SMITH probated in
 Case No. 11-CPR-023426 in County Court at Law
 No. 4, Fort Bend County, Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Genzales§
§
§

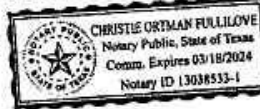
This instrument was acknowledged before me on this 10 day of January, 2022, by SHERRIE ROBINSON as Independent Executor of the Estate of LARRY DON SMITH, and as Trustee of the Trusts created in the Last Will and Testament of LARRY DON SMITH probated in Case No. 11-CPR-023426 in County Court at Law No. 4, Fort Bend County, Texas.



Christie Fullilove
 Notary Public in and for
 The State of TEXAS

GRANTEE'S ADDRESS:

Land 288 LLC
 5811 Parkdale Court
 Sugar Land, Texas 77479



AFTER RECORDING, RETURN TO:

Land 288 LLC
 5811 Parkdale Court
 Sugar Land, Texas 77479

PREPARED IN THE LAW OFFICE OF:

MURRAY | LOBB, PLLC
 2200 Space Park Drive, #350
 Houston, Texas 77058
 Telephone 281.488.0630

GFW 1110637 (1.22)

General Warranty Deed
 Page 3 of 3

B of 6

CURVE TABLE					
C#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	137.00'	61°14'01"	146.42'	N 62°04'59" E	139.55'

- [illegible]

[illegible]

FLOOD NOTE:

PROPERTY LIES WITHIN FLOOD ZONE X, ACCORDING TO F.I.R.M. MAP NO. 48039C 0610K, DATE 12-30-2020, BY GRAPHING PLOTTING ONLY, WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAIN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

BEING A 20.00 ACRE TRACT OF AND OUT OF THAT CERTAIN 3.5686 ACRES BEING ALL OF LOTS 2, 3, 4, 15, 16 AND PART OF LOTS 17 AND 18 ALL OUT OF DIVISION 7 AND PART OF LOT 2 OUT OF DIVISION 5 OF THE EAST 1/2 OF THE EDWIN WALLER LEAGUE, ABSTRACT NO. 134, BRAZORIA COUNTY, TEXAS, SAVE AND EXCEPT AN 11.54 ACRE TRACT, AND CALLED "TRACT 1" IN DEED RECORDED IN VOLUME 1152, PAGE 565; AND SAVE AND EXCEPT A 0.4040 ACRE TRACT DESCRIBED BY METES AND BOUNDS IN DEED RECORDED UNDER DOC# 2012006546 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASIS IS THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 288 BEING SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST)

BEGINNING AT A 1 INCH IRON PIPE FOUND AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF COALE ROAD AND THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288, BEING THE NORTHEAST CORNER OF HEREON DESCRIBED TRACT;

THENCE SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288
A DISTANCE OF 418.90 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE NORTHEAST

CORNER OF A CALLED 0.9932 ACRE TRACT RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER 2020010560;
THENCE SOUTH 77 DEGREES 01 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID 0.9932 ACRE TRACT A

DISTANCE OF 209.46 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 0.9932 ACRE TRACT;
THENCE SOUTH 12 DEGREES 58 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF SAID 0.9932 ACRE TRACT PASSING

AT A DISTANCE OF 208.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 0.9932 ACRE TRACT, CONTINUING A TOTAL DISTANCE OF 321.71 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE SOUTH 87 DEGREES 07 MINUTES 24 SECONDS WEST, OVER AND ACROSS SAID 71.3686 ACRE TRACT A DISTANCE OF 1767.13 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET IN THE EAST RIGHT-OF-WAY LINE

THENCE NORTH 05 DEGREES 04 MINUTES 36 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CLUTE

ANCE NORTH OF CORNELIUS 24 MINUTES 30 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CLOVE
ANGLETON ROAD A DISTANCE OF 300.05 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET
FOR THE SOUTHWEST CORNER OF LOT 1 RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER 201304669D;

THENCE NORTH 87 DEGREES 07 MINUTES 24 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 1087.36 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE SOUTHEAST CORNER OF

THENCE NORTH 02 DEGREES 55 MINUTES 54 SECONDS WEST, ALONG THE EAST LINE OF S&D LOT 1 A DISTANCE OF 432.35

FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1, BEING IN THE SOUTH RIGHT-OF-WAY
LINE OF COALE ROAD;

SURVEYOR'S CERTIFICATION

PROPERTY SUBJECT TO CITY ORDINANCES AND SUBDIVISION COVENANTS, CONDITIONS AND RESTRICTIONS. I hereby certify that this survey was made on the ground and that this plot correctly represents the facts found at the time of survey showing any improvements, from legal descriptions supplied.

by client. There are no encroachments apparent on the ground, except as only certified for boundary and this transaction only. Surveyor did not observe building lines, etc. shown are as identified by:

GP 1110637 of STEWART TITLE GUARANTY COMPANY

Fred W. Lawton, Registered Professional Land Surveyor No. 232



SURVEY OF

THAT CERTAIN 20.0000 ACRES (871,204 SQ. FT.) OUT OF 71.3686 ACRES BEING ALL OF
LOTS 2, 3, 4, 15, 16 AND PART OF LOTS 17 AND 18 ALL OUT OF DIVISION 7 AND PART
OF LOT 2 OUT OF DIVISION 5 OF THE EAST 1/2 OF THE EDWIN WALLER LEAGUE, ABSTRACT
NO. 134, BRAZORIA COUNTY, TEXAS, SAVE AND EXCEPT AN 11.54 ACRE TRACT, AND CALLED
"TRACT 10" IN DEED RECORDED IN VOLUME 1152, PAGE 565; AND SAVE AND EXCEPT A
0.4040 ACRE TRACT DESCRIBED BY METES AND BOUNDS IN DEED RECORDED UNDER DOC#
2012006546 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS.

ADDRESS: 0 COUNTY ROAD 220 @ HIGHWAY 288
ANGLETON, TEXAS 77515


SITE:

JOB NO: 0267-21A
DATE: 03-08-21

SCALE: 1" = 80'
SHEET 1 OF 1

REVISIONS

NO.	DATE	DESCRIPTION
1.	4-7-21	COMMENTS
2.	4-19-21	COMMENTS

 **SOUTH TEXAS SURVEYING ASSOCIATES, INC.**
11281 Richmond Ave. Bldg J, Suite 101 Houston, Texas 77082
(281) 556-6918 FAX (281) 556-9331
Firm Number: 10045400



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, Assistant Director of Development Services

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on a request for approval of the preliminary replat of Riverwood Ranch Sections 3 & 4. The proposed preliminary plat consists of approximately 144 single family residential lots on approximately 35.6 acres and is generally located north of Hospital Drive between N. Downing Street to the west and Buchta Road to the east.

AGENDA ITEM SECTION: Public Hearing

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The subject property consists of approximately 35.6 acres, is a Planned Development, (PD) district, and is located generally north of Hospital Drive situated between N. Downing Street to the west and Buchta Road to the east. The proposed preliminary replat is to subdivide the property into 144 single family residential lots. As the Commission will recall, Riverwood Ranch Section 1 consisted of 96 single family residential lots on 22.691 acres, and Riverwood Ranch Section 2 consisted of 85 single family residential lots on 19.793 acres.

Attached is the city engineer's memo containing comments. The permitted lot sizes and density for the Riverwood Ranch project were established as part of an ordinance (ORD. 20200609-006) approving the Planned Development zoning on the property. That ordinance was subsequently amended by ORD. 20200112-014. To include agricultural uses to allow the property owner to obtain an agricultural exemption on the undeveloped portion of the property.

In addition to the comments noted by the city engineer, for Section 3 and 4 of Riverwood Ranch, the city engineer will require a Traffic Impact Analysis (TIA) based on the threshold requirement for exceeding peak hour trips, per Section 23-25 of the City of Angleton Code of Ordinances – Land Development Code. The city engineer has concluded that the preliminary plat is incomplete, and review cannot be completed until corrections are made, additional information is received, and the Section 3 & 4 Preliminary Plat is resubmitted.

Finally, Local Government Code (LGC) Section 212.005 “Approval by Municipality Required,” states: The municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies all applicable regulations.”

On May 05, 2022, the Planning and Zoning Commission members voted to recommend approval of the proposed preliminary replat for Sections 3 and 4 of the Riverwood Ranch subdivision, subject to clearing all city engineer comments (3 in favor/1 opposed/ 2absent – one member resigned). A re-submittal was received, and staff received the city engineer comments on 05 MAY 2022. City engineer takes no objection to the Riverwood Ranch Section 3 and 4 Preliminary Plat with the exception of remaining 5 comments, which includes a requirement for a traffic impact analysis.

RECOMMENDATION:

Staff recommend conditional approval of the Riverwood Ranch Section 3 and 4 preliminary replat subject to the completion of Traffic Impact Analysis (TIA) and correction of all city engineer comments.

May 5, 2022

Mr. Walter Reeves
Director of Development Services
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: On-Going Services
Plat Review of Riverwood Ranch Sections 3 & 4 Preliminary Plat – 2nd Submittal Review
Angleton, Texas
HDR Job No. 10336228

Dear Mr. Reeves:

HDR Engineering, Inc. (HDR) has reviewed the plat for the above referenced subdivision and offers the following comments:

Preliminary Plat Review:

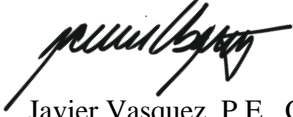
1. Please provide a revised preliminary to incorporate the minor textual and format items noted on the attached preliminary plat PDF.
2. The Angleton Drainage District (A.D.D.) approval will be required as part of the Construction Plans and Final Plat approval.
3. A Variance Request was provided by Mr.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

HDR takes no objection to the Riverwood Ranch Sections 3 & 4 Preliminary Plat with the exceptions noted. It is noted that this does not necessarily mean that the entire plat submittal set, including all supporting data and calculations, has been completely checked and verified; however, the drawings and supporting data were prepared and signed and sealed by a Registered Professional Land Surveyor licensed to practice in the State of Texas, which therefore conveys the planner's and surveyor's responsibility and accountability.

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

Sincerely,

HDR Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Javier Vasquez', written over a horizontal line.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10336228)

Attachments

FIELD NOTES FOR 35.608 ACRE TRACT

BEING A 35.608 ACRE TRACT OF LAND, LOCATED IN THE T.S. LEE SURVEY, ABSTRACT NO. 318, IN BRAZORIA COUNTY, TEXAS, BEING A PORTION OF A CALLED 73.74 ACRE TRACT IN THE NAME RIVERWOOD RANCH LAND HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS RECORDED IN COUNTY CLERKS FILE NO. (C.C.F.N.) 2020043779 OF THE BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS (B.C.O.P.R.), BEING REFERRED TO HEREIN AFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 35.608 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

BEGINNING AT 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET ON THE SOUTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE NORTH RIGHT OF WAY LINE OF HOSPITAL DRIVE;

THENCE NORTH 47°34'23" WEST, ALONG THE EAST LINE OF RIVERWOOD RANCH SUBDIVISION, SECTION 2 (PROPOSED), A DISTANCE OF 28.14 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE NORTH 02°52'30" WEST, CONTINUING ALONG THE EAST LINE OF RIVERWOOD RANCH SUBDIVISION, SECTION 2 (PROPOSED), A DISTANCE OF 80.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR CORNER, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE CONTINUING ALONG THE EAST LINE OF RIVERWOOD RANCH SUBDIVISION, SECTION 2 (PROPOSED) AND SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 31.42 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR CORNER, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 42°07'30" EAST AND A DISTANCE OF 28.28 FEET;

THENCE NORTH 02°52'30" WEST, CONTINUING ALONG THE EAST LINE OF RIVERWOOD RANCH SUBDIVISION, SECTION 2 (PROPOSED), A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR CORNER, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE SOUTH 87°07'30" WEST, CONTINUING ALONG THE EAST LINE OF RIVERWOOD RANCH SUBDIVISION, SECTION 2 (PROPOSED), A DISTANCE OF 240.48 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR CORNER, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE CONTINUING ALONG THE EAST LINE OF RIVERWOOD RANCH SUBDIVISION, SECTION 2 (PROPOSED) AND SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 31.42 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR CORNER, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 47°52'30" EAST AND A DISTANCE OF 28.28 FEET;

THENCE NORTH 02°52'30" WEST, CONTINUING ALONG THE EAST LINE OF RIVERWOOD RANCH SUBDIVISION, SECTION 2 (PROPOSED), A DISTANCE OF 411.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE SOUTH 87°07'30" WEST, CONTINUING ALONG THE EAST LINE OF RIVERWOOD RANCH SUBDIVISION, SECTION 2 (PROPOSED) A DISTANCE OF 170.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE NORTH 02°52'30" WEST, CONTINUING ALONG THE EAST LINE OF RIVERWOOD RANCH SUBDIVISION, SECTION 2 (PROPOSED), PASSING THE SOUTHEAST CORNER OF RIVERWOOD RANCH SUBDIVISION, SECTION 1 AS RECORDED IN C.C.F.N. 2021015058 OF THE B.C.O.P.R. AT A DISTANCE OF 49.00 FEET, CONTINUING ALONG THE EAST LINE OF SAID RIVERWOOD RANCH SUBDIVISION, SECTION 1, A TOTAL DISTANCE OF 679.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" FOUND FOR CORNER, BEING ON THE NORTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE SOUTH LINE OF COLONY SQUARE SUBDIVISION, AS RECORDED IN VOLUME 16, PAGE 321 OF THE BRAZORIA COUNTY PLAT RECORDS;

THENCE NORTH 87°07'30" EAST, ALONG THE COMMON LINE OF THE ABOVE REFERENCED TRACT AND SAID COLONY SQUARE SUBDIVISION, A DISTANCE OF 1,317.70 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PINPOINT" FOUND FOR CORNER, BEING THE NORTHEAST CORNER OF THE ABOVE REFERENCED TRACT, SAME BEING ON THE WEST RIGHT OF WAY LINE OF BUCHTA ROAD;

THENCE SOUTH 02°52'30" EAST, ALONG THE COMMON LINE OF THE ABOVE REFERENCED TRACT AND SAID BUCHTA ROAD, A DISTANCE OF 1,290.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR CORNER, BEING THE SOUTHEAST CORNER OF THE ABOVE REFERENCED TRACT, SAME BEING ON SAID NORTH RIGHT OF WAY LINE OF HOSPITAL DRIVE;

THENCE SOUTH 87°07'30" WEST, ALONG THE COMMON LINE OF THE ABOVE REFERENCED TRACT AND SAID NORTH RIGHT OF WAY LINE OF HOSPITAL DRIVE, A DISTANCE OF 887.42 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 35.608 ACRES OF LAND, MORE OR LESS.

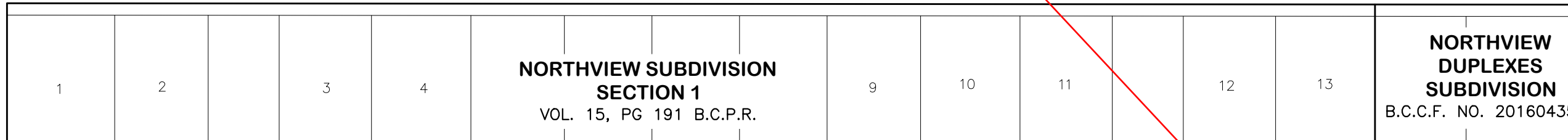
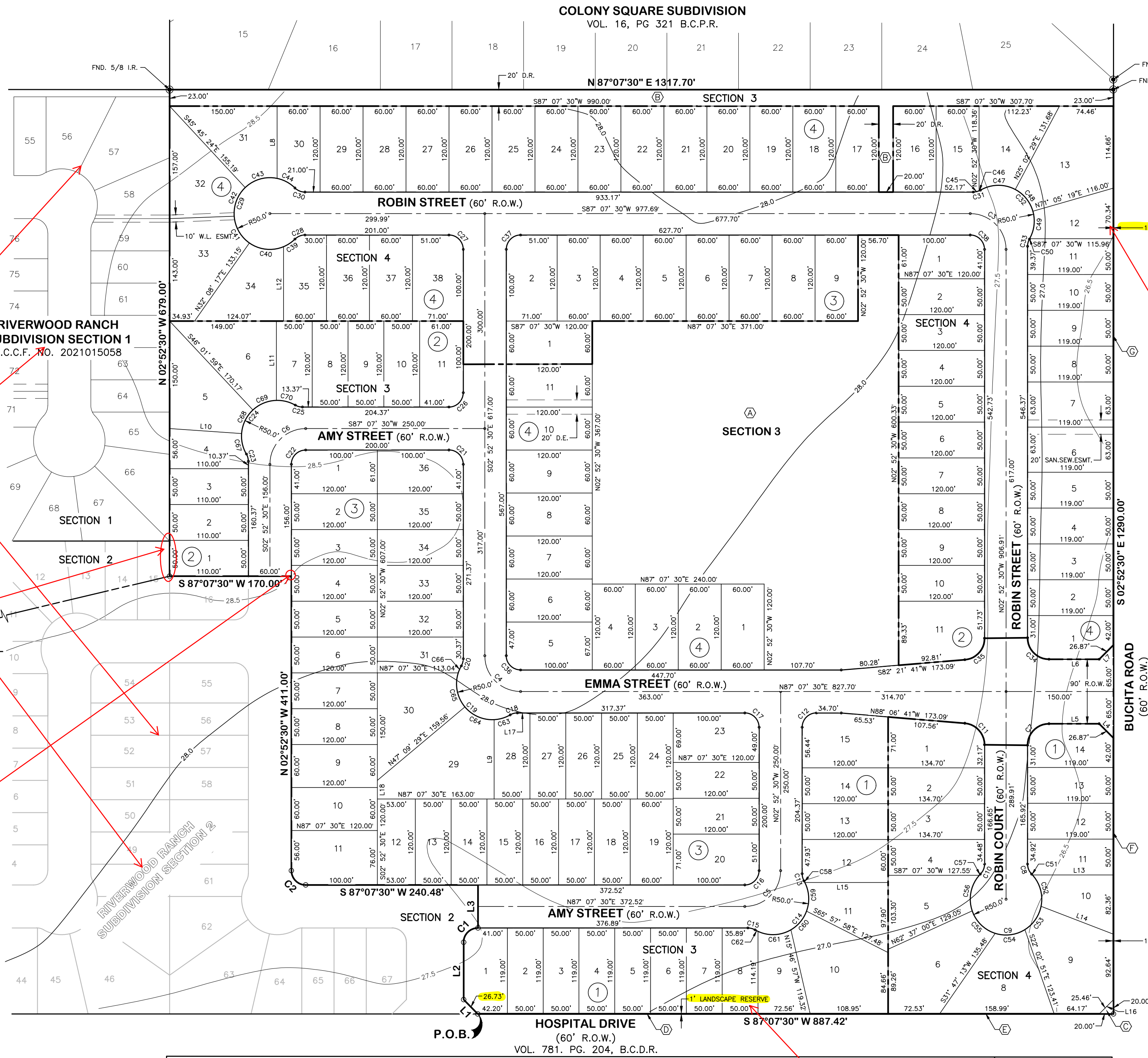
Match linescale (grayscale) type with Section 2

Show iron rod as noted in the field notes

Show distance as referenced in the field notes

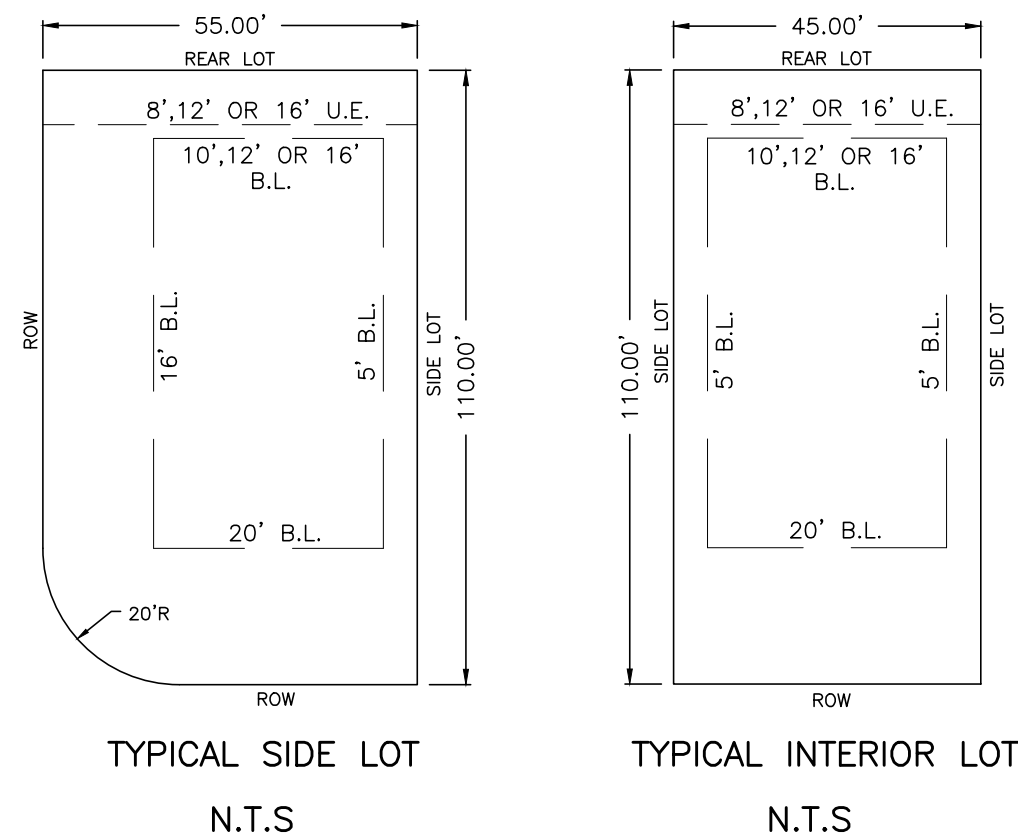
CURVE TABLE						CURVE TABLE					
Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance	Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	31.42'	20.00'	90°00'00"	N42°07'30"E	28.28'	C36	31.42'	20.00'	90°00'00"	S47°52'30"E	28.28'
C2	31.42'	20.00'	90°00'00"	N47°52'30"W	28.28'	C37	31.42'	20.00'	90°00'00"	S42°07'30"W	28.28'
C3	78.54'	50.00'	90°00'00"	N47°52'30"W	70.71'	C38	31.42'	20.00'	90°00'00"	N47°52'30"W	28.28'
C4	78.54'	50.00'	90°00'00"	S47°52'30"E	70.71'	C39	19.28'	22°05'39"	S53°45'24"W	19.16'	
C5	78.54'	50.00'	90°00'04"	N42°07'32"E	70.71'	C40	50.03'	50.00'	57°20'03"	N86°31'44"W	47.97'
C6	78.54'	50.00'	90°00'00"	S42°07'30"W	70.71'	C41	44.29'	50.00'	50°45'14"	N32°29'06"W	42.86'
C7	47.12'	30.00'	90°00'00"	S42°07'30"W	42.43'	C42	44.29'	50.00'	50°45'14"	N18°16'08"E	42.86'
C8	15.50'	20.00'	44°24'55"	S20°04'58"E	15.12'	C43	48.00'	50.00'	55°00'15"	N71°08'53"E	46.18'
C9	234.60'	50.00'	288°49'50"	N87°07'30"E	71.43'	C44	28.70'	50.00'	32°53'25"	S64°54'18"E	28.31'
C10	15.50'	20.00'	44°24'55"	N19°19'57"E	15.12'	C45	8.16'	19.81'	23°36'48"	N75°28'10"E	8.10'
C11	44.63'	30.00'	85°14'11"	N49°29'36"W	40.63'	C46	2.32'	19.81'	6°42'50"	N60°18'21"E	2.32'
C12	31.42'	20.00'	90°00'00"	S42°07'30"W	28.28'	C47	50.66'	49.96'	58°05'33"	N85°59'43"E	48.52'
C13	10.48'	20.00'	37°01'29"	S17°53'15"E	10.36'	C48	40.16'	49.96'	46°02'50"	S41°56'06"E	39.08'
C14	130.94'	50.00'	150°02'59"	N42°07'30"E	96.60'	C49	39.58'	49.96'	45°23'10"	S03°46'54"W	38.55'
C15	10.48'	20.00'	37°01'29"	N77°51'46"W	10.36'	C50	0.72'	49.96'	0°49'34"	S26°53'16"W	0.72'
C16	31.42'	20.00'	90°00'00"	N42°07'30"E	28.28'	C51	1.50'	50.00'	1°43'01"	S48°25'55"E	1.50'
C17	31.42'	20.00'	90°00'00"	S47°52'30"W	28.28'	C52	47.20'	50.00'	54°05'28"	S18°31'40"E	45.47'
C18	10.48'	20.00'	37°01'29"	S72°06'45"W	10.36'	C53	40.91'	50.00'	46°52'37"	S31°57'22"W	39.78'
C19	130.94'	50.00'	150°02'59"	S47°52'30"E	96.60'	C54	43.04'	50.00'	49°19'18"	S80°03'20"W	41.72'
C20	10.48'	20.00'	37°01'29"	N12°08'14"E	10.36'	C55	46.58'	50.00'	53°22'52"	N48°35'35"W	44.92'
C21	31.42'	20.00'	90°00'00"	N47°52'30"W	28.28'	C56	53.27'	50.00'	61°02'25"	N08°37'03"E	50.78'
C22	31.42'	20.00'	90°00'00"	S42°07'30"W	28.28'	C57	2.10'	50.00'	2°24'09"	N40°20'30"E	2.10'
C23	10.48'	20.00'	37°01'29"	N17°53'15"W	10.36'	C58	2.35'	50.00'	2°41'52"	S31°33'04"E	2.35'
C24	130.94'	50.00'	150°02'59"	S42°07'30"W	96.60'	C59	41.46'	50.00'	47°30'51"	S06°26'42"E	40.29'
C25	10.48'	20.00'	37°01'29"	S77°51'46"E	10.36'	C60	34.74'	50.00'	39°48'52"	S37°13'10"W	34.05'
C26	31.42'	20.00'	90°00'00"	N42°07'30"E	28.28'	C61	47.75'	50.00'	54°43'17"	S84°29'15"W	45.96'
C27	31.42'	20.00'	90°00'00"	N47°52'30"W	28.28'	C62	4.63'	50.00'	0°18'06"	N65°30'04"W	4.62'
C28	15.50'	20.00'	44°24'55"	S64°55'02"W	15.12'	C63	23.81'	50.00'	27°16'52"	S70°44'26"W	23.58'
C29	234.60'	50.00'	288°49'50"	S02°52'30"E	71.43'	C64	46.08'	50.00'	52°46'37"	N69°13'49"W	44.45'
C30	15.50'	20.00'	44°24'55"	S70°40'03"E	15.12'	C65	50.53'	50.00'	57°53'51"	N13°53'35"W	48.40'
C31	10.48'	19.81'	30°19'37"	N72°06'45"E	10.36'	C66	10.55'	50.00'	12°05'39"	N21°06'10"E	10.53'
C32	131.11'	49.96'	150°21'07"	N47°52'30"W	96.60'	C67	29.72'	50.00'	34°03'12"	N15°52'24"W	29.28'
C33	10.48'	19.81'	30°19'37"	S17°08'14"W	10.36'	C68	37.36'	50.00'	42°48'24"	N22°33'24"E	36.49'
C34	47.12'	30.00'	90°00'00"	S47°52'30"E	42.43'	C69	36.06'	50.00'	41°19'24"	N64°37'19"E	35.28'
C35	44.63'	30.00'	85°14'11"	N39°44'35"E	40.63'	C70	27.81'	50.00'	31°51'58"	S78°47'00"E	27.45'

BLOCK 1 SECTION 3		BLOCK 2 SECTION 3		BLOCK 3 SECTION 3		BLOCK 4 SECTION 3		BLOCK 1 SECTION 4		BLOCK 2 SECTION 4		BLOCK 3 SECTION 4		BLOCK 4 SECTION 4	
PARCEL TABLE	AREA S.F.	PARCEL TABLE	AREA S.F.	PARCEL TABLE	AREA S.F.	PARCEL TABLE	AREA S.F.	PARCEL TABLE	AREA S.F.	PARCEL TABLE	AREA S.F.	PARCEL TABLE	AREA S.F.	PARCEL TABLE	AREA S.F.
LOT NO.	6,995	LOT NO.	5,500	LOT NO.	7,234	LOT NO.	6,000	LOT NO.	7,234	LOT NO.	6,000	LOT NO.	7,200	LOT NO.	6,885
1	6,995	1	5,500	1	7,234	1	6,000	1	7,234	1	6,000	1	7,200	1	6,885
2	5,950	2	5,500	2	6,000	2	6,000	2	6,735	2	6,000	2	6,434	2	5,950
3	5,950	3	5,515	3	6,000	23	8,194	3	6,735	3	6,000	3	7,200	3	5,950
4	5,950	4	10,361	4	6,000	24	6,000	4	6,700	4	6,000	4	7,200	4	5,950
5	5,950	5	10,975	5	6,000	25	6,000	5	9,001	5	6,000	5	7,200	5	5,950
6	5,950	6	5,796	6	6,000	26	6,000	6	13,258	6	6,000	6	7,200	6	7,497
7	5,950	7	6,000	7	6,000	27	6,000	7	11,247	7	6,000	7	7,200	7	7,497
8	5,926	8	6,000	8	6,000	28	5,833	8	13,375	8	6,000	8	7,200	8	5,950
9	6,668	9	6,000	9	7,200	29	14,158	9	6,407	9	6,000	9	7,200	9	5,950
10	14,121	10	7,234	10	7,200	30	11,652	10	5,918	10	6,000	10	6,827	10	5,950
11	7,786	11	7,234	11	9,034	31	5,943	11	5,950	11	9,961	11	5,940	11	10,595
12	7,184	12	6,360	12	6,360	32	6,000	12	5,918	12	6,000	12	6,041	12	6,041
13	6,000	13	6,000	13	6,000	33	6,000	13	6,885	13	6,000	13	11,439	13	11,439
14	6,000	14	6,000	14	6,000	34	6,000	14	9,293	14	6,000	14	9,293	14	9,293
15	8,910	15	6,000	15	6,000	35	6,000	15	7,196	15	6,000	15	7,196	15	6,987
		16	6,000	16	6,000	36	7,234	16	7,200	16	7,200	16	7,200	16	7,200
		17	6,000	17	6,000			17	7,200	17	7,200	17	7,200	17	7,200
		18	6,000	18	6,000			18	7,200	18	7,200	18	7,200	18	7,200
		19	7,200	19	7,200			19	7,200	19	7,200	19	7,200	19	7,200
		20	8,434	20	8,434			20	7,200	20	7,200	20	7,200	20	7,200

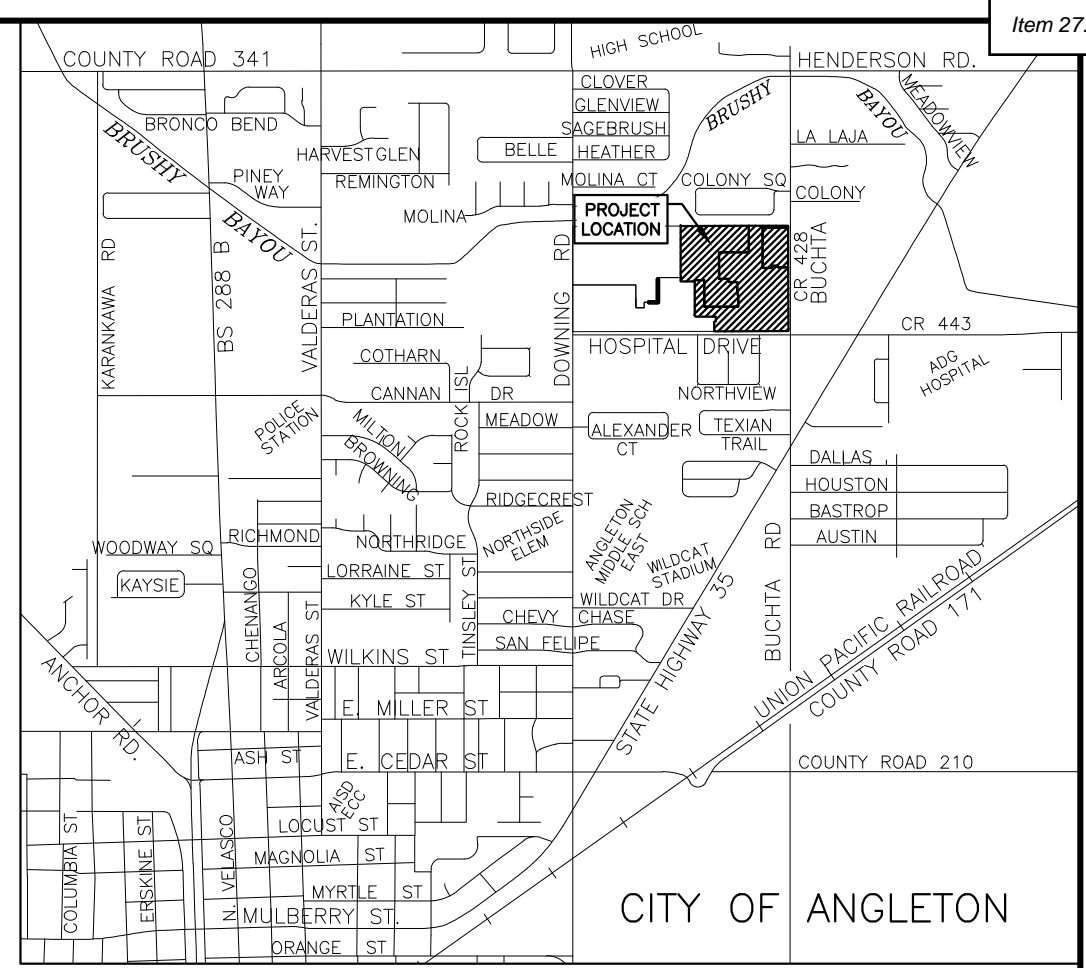


PROPOSED STREETS		
STREET NAME	R.O.W. WIDTH	TOTAL LENGTH
EMMA STREET	60' TO 90'	1,523.24
ROBIN STREET	60'	1,673.23
ROBIN COURT	60'	289.91
AMY STREET	60'	1,185.60

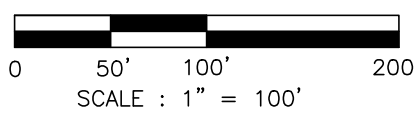
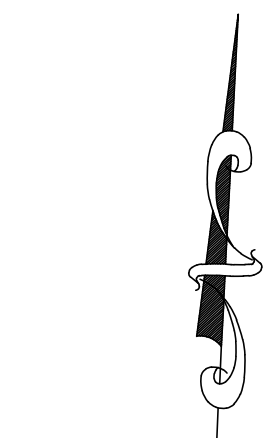
RESERVE TABLE		
SYMBOL	DESCRIPTION	AREA
(A)	DRAINAGE RESERVE "A"	RESTRICTED TO DRAINAGE USE 4.270 AC.
(B)	DRAINAGE RESERVE "B"	RESTRICTED TO DRAINAGE USE 0.751 AC.
(C)	LANDSCAPE RESERVE "C"	RESTRICTED TO LANDSCAPE USE 0.046 AC.
(D)	LANDSCAPE RESERVE "D"	RESTRICTED TO LANDSCAPE USE 0.013 AC.
(E)	LANDSCAPE RESERVE "E"	RESTRICTED TO LANDSCAPE USE 0.007 AC.
(F)	LANDSCAPE RESERVE "F"	RESTRICTED TO LANDSCAPE USE 0.008 AC.
(G)	LANDSCAPE RESERVE "G"	RESTRICTED TO LANDSCAPE USE 0.017 AC.



OWNERS:
JOHN SANTASIERO
RIVERWOOD RANCH LLC
1027 YALE STREET
HOUSTON, TEXAS 77008



VICINITY MAP



LEGEND

B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
B.L. = BUILDING LINE
B.M. = BENCHMARK
D.E. = DRAINAGE EASEMENT
FND = FOUND
I.R. = IRON ROD
C.I.R. = CAPPED IRON ROD
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
VOL., Pg. = VOLUME, PAGE
W.L.E. = WATERLINE EASEMENT

SYMBOLS

○ = SET 5/8" I.R. W/CAP "BAKER & LAWSON"
● = FOUND MONUMENT (AS NOTED)
⊕ = (TBM) TEMPORARY BENCHMARK

REVISED:

PRELIMINARY PLAT

RIVERWOOD RANCH SUBDIVISION

SECTIONS 3 & 4

SECTION 3 - 4 BLOCKS, 73 LOTS 3 RESERVES

SECTION 4 - 4 BLOCKS, 72 LOTS 4 RESERVES

A 145-LOT 7 RESERVE SUBDIVISION

PORTION OF LOTS 2, 14 AND 15, OF THE NEW YORK & TEXAS LAND COMPANY SUBDIVISION OF THE T.S. LEE SURVEY, VOL. 42, Pg. 164 B.C.D.R.
LOCATED IN THE THEODORE S. LEE SURVEY, ABSTRACT NO. 318 BRAZORIA COUNTY, TEXAS



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

PROJECT NO.: 14396 SCALE: 1" = 100' DRAWN BY: BT
DRAWING NO.: 14396 SEC 3-4 PLAT PRELIM.DWG DATE: 04/29/2022 CHECKED BY: DRR

DEDICATION STATEMENT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT JOHN SANTASIERO, President And CEO of Riverway Realty Investment Corp., the Manager of Riverway Capital Partners, LLC as the Manager of Riverwood Ranch, LLC, a Texas liability company, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Riverwood Ranch Subdivision, a subdivision in the jurisdiction of the City of Angleton, Texas; and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

Drainage Easements Maintained by a Homeowners' Association.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successor, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision by and through a lawfully created homeowners association to be created by the Owners. The Owners covenant and agree that such a homeowners' association (called "Association") shall be created prior to the final acceptance of the City. All Association documents shall be subject to the approval of the City and shall specifically contain covenants binding the Association to continuously maintain all Drainage Easements. Such covenants shall not relieve the individual lot owners of the responsibility to maintain the Drainage Easements should the Association default in the performance of its maintenance responsibility. The Association documents shall also contain provisions that they may not be amended with regard to the Drainage Easement maintenance responsibilities without the approval of the City. The fee simple title to all Drainage Easements shall always remain in the Association.

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

The City and Angleton Drainage District reserves the right, but not the obligation, to enter upon any Drainage Easement at any point, or points, with all rights of ingress and egress, to investigate, survey, erect, construct, or maintain any drainage facility deemed necessary by the City for drainage and safety purposes.

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

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Riverwood Ranch, LLC, a Texas limited liability company
1027 Yale Street
Houston, TX 77008

BY: Riverway Capital Partners, LLC, its Manager

BY: Riverway Realty Investment Corporation, its Manager

BY: _____

Name: John Santasiero
Title: President

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Notary Public
State of Texas

PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

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

BILL GARWOOD, Chairman, Planning and Zoning Commission

FRANCES AGUILAR, City Secretary

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

JASON PEREZ, Mayor

FRANCES AGUILAR, City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

FRANCES AGUILAR, City Secretary, City of Angleton, on behalf of the City.

Notary Public
State of Texas

ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED, THIS THE _____ DAY OF _____, 20____, THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

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

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

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

CHAIRMAN, BOARD OF SUPERVISORS _____

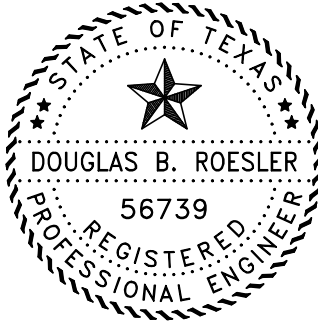
BOARD MEMBER _____

BOARD MEMBER _____

KNOW ALL MEN BY THESE PRESENTS:

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

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



KNOW ALL MEN BY THESE PRESENTS:

That I, Phil Hammons, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

SIGNED: _____ DATE _____
PHIL HAMMONS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5840



LEGEND

B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
B.L. = BUILDING LINE
BM = BENCHMARK
D.M.E. = DRAINAGE/MAINTENANCE EASEMENT
FND = FOUND
I.R. = IRON ROD
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
VOL., Pg. = VOLUME, PAGE

SYMBOLS

○ = SET 5/8" I.R. W/CAP "BAKER & LAWSON"
● = FOUND MONUMENT (AS NOTED)
⦿ = (TBM) TEMPORARY BENCHMARK

NOTES:

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
2. FLOOD ZONE STATEMENT: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, MAP NUMBER 48039C0440K, WITH EFFECTIVE DATE OF DECEMBER 30, 2020, THE PROPERTY SURVEYED LIES FULLY WITHIN ZONE "X" (UNSHADED). AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
3. REFERENCE BENCHMARK:
NGS MONUMENT R1182 (PID AW1171)
A BRASS DISK STAMPED R1182, ON THE NORTH LINE OF CR 171, ON THE CURB OF A BRIDGE, APPROXIMATELY 275 SOUTHWEST OF INTERSECTION WITH CR 428.
ELEVATION = 26.31 FEET NGVD29
3. 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.
4. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
5. NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
6. NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
7. NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
8. NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
9. SIDEWALKS THAT CONFORM TO ACM SPECIFICATIONS AND ALL ACCESSIBILITY STANDARDS SHALL BE INSTALLED CONCURRENT WITH CONSTRUCTION OF DEVELOPMENT.
10. FRONT SETBACKS SHALL BE 20', REAR SETBACKS SHALL BE 10', SIDE SETBACKS SHALL BE 16' FOR LOTS ADJACENT TO THE R.O.W., 5' FOR INTERIORS, 10' FOR KEY CORNER LOTS. THE LOT SETBACKS CANNOT ENCROACH INTO THE U.I.'S. or D.E.'s
11. IT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION TO MAINTAIN LANDSCAPE RESERVE.
12. IT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION TO MAINTAIN DRAINAGE RESERVES A & B.
13. THE PURPOSE OF THE 1' WIDE RESERVE IS TO RESTRICT DRIVEWAY ACCESS TO BUCHTA ROAD AND HOSPITAL DRIVE. THE CITY OF ANGLETON WILL MAINTAIN THE 1' WIDE RESERVE.

REVISED:

PRELIMINARY PLAT

RIVERWOOD RANCH SUBDIVISION

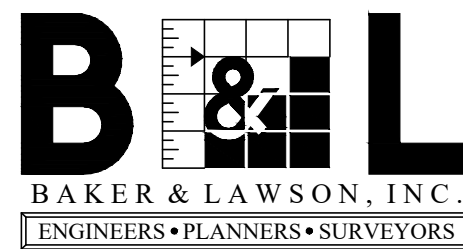
SECTIONS 3 & 4

SECTION 3 - 4 BLOCKS, 73 LOTS 3 RESERVES

SECTION 4 - 4 BLOCKS, 72 LOTS 4 RESERVES

A 145-LOT 7 RESERVE SUBDIVISION

PORTION OF LOTS 2, 14 AND 15, OF THE NEW YORK & TEXAS LAND COMPANY SUBDIVISION OF THE T.S. LEE SURVEY,
VOL. 42, Pg. 164 B.C.D.R.
LOCATED IN THE THEODORE S. LEE SURVEY, ABSTRACT No. 318
BRAZORIA COUNTY, TEXAS



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

OWNERS:
JOHN SANTASIERO
RIVERWOOD RANCH, LLC
1027 YALE STREET
HOUSTON, TEXAS 77008

PROJECT NO.: 14396	SCALE: 1" = 100'	DRAWN BY: BT
DRAWING NO.: 14396 SEC 3-4.DWG	DATE: 04/29/2022	CHECKED BY: DRR



AGENDA ITEM SUMMARY FORM

MEETING DATE: 05/24/2022

PREPARED BY: Tenecha Williams, Interim Finance Director

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

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The City staff and Financial Advisor are seeking guidance on the issuance of approximately \$10 Million of Debt for the Angleton Operations Center, Street projects, Fire Department Support Building and other potential needs such as a generator.

The Public Works department, Parks Department and IT Departments have been in temporary facilities since February 2021.

Hilltop Securities, the City's financial advisory company, is here to speak with City Council about the debt issuance options.

RECOMMENDATION:

Staff recommends council approve the city to pursue the issuance of City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022 for approximately \$10 Million.

ORDINANCE NO. _____

AUTHORIZING THE
ISSUANCE OF

CITY OF ANGLETON, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2022

Adopted: May 24, 2022

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ANGLETON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF ANGLETON §

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the “Act”), the City of Angleton, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by a direct and continuing annual ad valorem tax levied, within the limits prescribed by law, on all taxable property within the City, in combination with a limited pledge of a subordinate lien on the Net Revenues (as defined herein) of the City’s waterworks and sanitary sewer system (the “System”) in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City’s website in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$10,000,000 and the proceeds would be used for the costs associated with the (i) acquisition, construction and equipment of a facility for parks and recreation, public works, and information technology; (ii) acquisition, construction and equipment of firefighting facilities; (iii) acquisition of waterworks and sewer system equipment; (iv) acquisition, construction and equipment of city streets and related infrastructure; and (v) costs of professional services related thereto; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on May 24, 2022; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

Unless otherwise expressly provided in this Ordinance or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of Angleton, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulation promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means June 15, 2022.

“Debt Service Fund” means the debt service fund established by Section 2.2 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying

Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Initial Purchaser” means the initial purchaser of the Certificates identified in Section 7.1 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing on February 15, 2023.

“Maturity” means the date on which the principal of the Certificates becomes due and payable according to the terms thereof, or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the revenues to be derived from the System, after the payment of all operation and maintenance expenses thereof.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Certificates.

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the certificate register specified in Section 3.6(a) of this Ordinance.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“State” means the State of Texas.

“System” as used in this Ordinance means the City’s waterworks and sanitary sewer system.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance and associated expenses.

Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022, Debt Service Fund" (the "Debt Service Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in, or required by this Ordinance to be deposited to, the Debt Service Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable and associated costs in accordance with their terms and this Ordinance.

(c) To pay debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are

hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 2.3. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed \$1,000 are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the revenues of the System to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, that the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the revenues of the System, secured by a pledge of the revenues of the System that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates. The revenues of the System available after the payment of all operation and maintenance expenses of the System, any debt service payable from gross revenues, net revenues, or Net Revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1. Authorization.

The City's "City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended. The Certificates shall be issued in the aggregate principal amount of [\$_____] for the costs associated with the (i) acquisition, construction and equipment of a facility for parks and recreation, public works, and information technology; (ii) acquisition, construction and equipment of firefighting facilities; (iii) acquisition of waterworks and sewer system equipment; (iv) acquisition, construction and equipment of city streets and related infrastructure; and (v) costs of professional services related thereto; and

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2023	\$_____	_____%	2038	\$_____	_____%
2024	_____	_____	2039	_____	_____
2025	_____	_____	2040	_____	_____
2026	_____	_____	2041	_____	_____
2027	_____	_____	2042	_____	_____
2028	_____	_____	2043	_____	_____
2029	_____	_____	2044	_____	_____
2030	_____	_____	2045	_____	_____
2031	_____	_____	2046	_____	_____
2032	_____	_____	2047	_____	_____
2033	_____	_____	2048	_____	_____
2034	_____	_____	2049	_____	_____
2035	_____	_____	2050	_____	_____
2036	_____	_____	2051	_____	_____
2037	_____	_____	2052	_____	_____

(c) Interest shall accrue and be paid on each Certificate, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 3.3. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be paid by check dated as of the Interest Payment Date, and sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Certificate shall be paid to the Owner thereof at Maturity or upon prior redemption upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interests shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date"), which shall be fifteen (15) days after the Special Record Date, shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

Section 3.4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State and that it is a valid

and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one initial Certificate (the "Initial Certificate"), representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary of the City, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates to DTC in accordance with Section 3.9 hereof. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates transferred or exchanged in accordance with this Section. A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.8. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.9. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and

consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book entry only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after August 15, 2032, in whole or from time to time in part, before their respective scheduled maturity dates, on August 15, 2031, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Certificates to be redeemed.

Section 4.3. Mandatory Sinking Fund Redemption.

(a) The Certificates designated as “Term Certificates” in the form of Certificate contained in Section 6.2(a) (“Term Certificates”), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Certificate contained in Section 6.2(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities (or mandatory sinking fund payment with

respect to the Term Certificates, if any) and the principal amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and if less than all Certificates outstanding are to be redeemed and subject to Section 4.4 hereof, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in case of a conditional redemption, the failure of the City to make moneys and or authorized securities

available in whole or in part on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice having been so given and due provision for the payment of the same having been made, the Certificate called of redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificate or portion thereof shall cease to accrue.

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as its initial registrar and transfer agent (the “Paying Agent/Registrar”) to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit its inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(c) The form of Paying Agent/Registrar Agreement is hereby approved. The City hereby approves and the Mayor or Mayor Pro Tem and the City Secretary are hereby authorized to execute and deliver a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar.

Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar, the Assignment form and the Statement of Insurance, if any, to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typed, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State may be typed and photocopied or otherwise reproduced.

Section 6.2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZORIA

CITY OF ANGLETON, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2022

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>CLOSING DATE:</u>	<u>CUSIP NUMBER:</u>
_____ %	August 15, 20__	June 21, 2022	_____

The City of Angleton (the "City"), in the County of Brazoria, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing on August 15, 2023.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated June 15, 2022 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of [\$] (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the costs associated with the (i) acquisition, construction and equipment of a facility for parks and recreation, public works, and information technology; (ii) acquisition, construction and equipment of firefighting facilities; (iii) acquisition of waterworks and sewer system equipment; (iv) acquisition, construction and equipment of city streets and related infrastructure; and (v) costs of professional services related thereto.

The City has reserved the right to redeem the Certificates maturing on and after August 15, 2032, in whole or from time to time in part, before their respective scheduled maturity dates, on August 15, 2031, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Certificates maturing on August 15, 20__ (the “Term Certificates”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>\$ Term Certificates Maturing August 15, 20__</u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	\$ _____
August 15, 20__	\$ _____
August 15, 20__ (maturity)	\$ _____

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The City reserves the right to give notice of its election or direction to redeem Certificates pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the Net Revenues (as defined in the Ordinance) of the City's waterworks and sanitary sewer system are pledged to the payment of the principal of and interest on the Certificates in an amount not to exceed \$1,000; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the revenues of the System to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the revenues of the System, secured by a pledge of the revenues of the System that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

City Secretary
City of Angleton, Texas

Mayor [Pro Tem] ¹
City of Angleton, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

¹ Delete if the Mayor executes the Initial Certificate

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the expression “As Shown Below” and “CUSIP NUMBER _____” deleted; and

(ii) in the first paragraph of the Certificate, the words “on the Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:”

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

(iii) the Initial Certificate shall be numbered I-1.

Section 6.3. CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, or another entity that provides securities identification numbers for municipal securities and may print such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1. Sale of Certificates.

(a) The sale and delivery of the Certificates, having been duly advertised and offered for sale at competitive bid, are hereby sold and awarded to [] (the “Initial Purchaser”) for a purchase price equal to the principal amount thereof plus a cash premium of [\$], being the bid which produced the lowest true interest cost, subject to the approving opinion as to the legality of the Certificates of the Attorney General of the Texas and the opinion of Bond Counsel. The Initial Certificate shall be registered in the name of the Initial Purchaser or its designee. The Mayor or Mayor Pro Tem and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions to and to provide for the issuance and delivery of the Certificates.

Section 7.2. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) The amount of [\$_____], consisting of [\$_____] principal amount of Certificate proceeds plus premium received from the sale of the Certificates in the amount of [\$_____], shall be used for the purposes set forth in Section 3.1.

(b) Premium received from the sale of the Certificates in the amount of [\$_____] shall be used to pay the costs of issuance.

(c) Any amounts remaining after accomplishing such purposes and paying costs of issuance shall be used for the purposes described in Section 3.1 or deposited to the Debt Service Fund.

Section 7.3. Control and Delivery of Certificates.

(a) The Mayor or Mayor Pro Tem of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Initial Purchaser under and subject to the general supervision and direction of the Mayor or Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates.

Section 7.4. Official Statement.

The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, is hereby ratified and approved, and has been deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule. The City hereby authorizes and approves the preparation of a final Official Statement to add the terms of the Initial Purchaser's bid and other relevant information. The use of such final Official Statement in the reoffering of the Certificates by the Initial Purchaser is hereby approved and authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 8.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 8.3. Provisions Concerning Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the City is not in effect for a particular project, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount authorized by this Ordinance for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed

in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE IX

DISCHARGE

Section 9.1. Discharge.

The Certificates may be defeased, discharged or refunded in any manner now or hereafter permitted by applicable law.

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.

(a) The City shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in or after 2022, financial information and operating data with respect to the City of the general type included in the Official Statement under the Tables numbered 1 through 6 and 8 through 16, and in Appendix B and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part of such financial information and operating data, audited financial statements when, and if, they become available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the notes to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 10.2. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.1, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1 of this Ordinance by the time required by such Section.

Section 10.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does

not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriter of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of the State.

Section 11.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11.3. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 11.4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 11.6. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE this 24th day of May, 2022.

City Secretary
City of Angleton, Texas

Mayor
City of Angleton, Texas

[SEAL]

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

I, the undersigned officer of the City Council of the City of Angleton, Texas, hereby certify as follows:

1. The City Council of the City of Angleton, Texas, convened in a regular meeting on the 24th day of May, 2022, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Jason Perez	Mayor
John Wright	Mayor Pro Tem and Councilmember, Position 3
Mikey Svaboda	Councilmember, Position 1
Travis Townsend	Councilmember, Position 2
Cecil Booth	Councilmember, Position 4
Mark Gongora	Councilmember, Position 5

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ANGLETON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

_____ Member(s) of City Council shown present voted "Aye."

_____ Member(s) of City Council shown present voted "No."

_____ Member(s) of City Council shown present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in the City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 24st day of May, 2022.

City Secretary
City of Angleton, Texas

[SEAL]



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/24/2022

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on the sale of property within the City limits.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: NA

EXECUTIVE SUMMARY:

Staff is moving forward with various action items within the Comprehensive Parks and Recreation Master and Strategic plan including addressing low scoring park components, increase programming and revenue, as well as renovating substandard facilities. One of the parks in need of attention is the Municipal Pool Site.

A survey was developed and active from September 3 to September 30, 2021. In summary, 79 people took the survey and survey results regarding the Municipal Pool Site included the following:

- A majority of respondents would like to see this site used for park development
- Top three park amenity ideas include splash pad, playground (5-12), and playground (2-5)
- 74% of respondents are in favor of this site being a special use park for something like a skate park
- A majority of respondents are not in favor of selling this property
- If there was sidewalk connectivity, individuals would most likely bike or walk

Survey results were discussed with the Parks and Recreation Board and Angleton Better Living Corporation, the following comments were provided:

- June 14 Parks & Recreation Board Meeting: Install a large (epic) splash pad along with a playground unit. Ensure shade structures are present for rental income. Expand the park to other adjacent property and possibly include a dog park in the same area.
- August 9 Parks & Recreation Board Meeting: The Parks & Recreation Board had concerns with redeveloping the municipal pool site due to the size. Staff is researching other options

and will develop a community survey to assess what types of amenities are desired on the south side of Angleton.

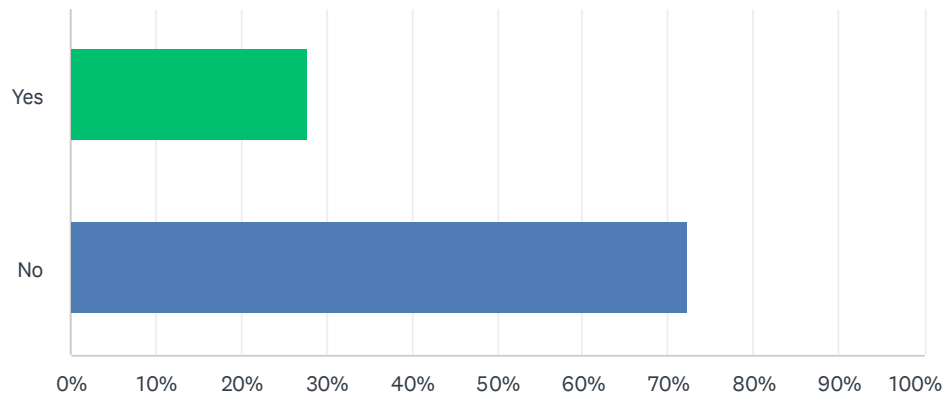
- October 11 Parks & Recreation Board Meeting: The Parks & Recreation Board noted they would be willing to sell the current municipal pool site to help fund a future land purchase or use the site for future city infrastructure.
- October 18 ABLC Meeting: Utilize the lot for new Animal Control Center.

On March 8, staff presented information to City Council and staff was directed to publish an additional public survey revolved around development for the Municipal Pool Site since the City had recently acquired land for a park on the south side of town. City Council wanted to understand if acquiring land for future park development would impact public input regarding future development on that site. A survey was developed and active from Friday, April 8, 2022 to Monday, May 2, 2022. In summary, 179 people took the survey and survey regarding the Municipal Pool Site included the following:

- Nearly 63% of 86 respondents noted they would recommend the City sell the municipal pool property for future land acquisition. Ninety-three respondents skipped this question.
- About 59% of 86 respondents noted they would like to see the municipal pool site developed into a food truck park. Ninety-three respondents skipped this question.
- About 52% of 86 respondents noted they would like to see the municipal pool site developed into a skate park. Ninety-three respondents skipped this question.
- When asked if respondents would rather see the site developed as a food truck park or a skate park, about 41%, or 35 respondents, responded with food truck and about 45%, or 38 respondents, responded with skate park. About 14%, or 12 respondents, noted other.

RECOMMENDATION:

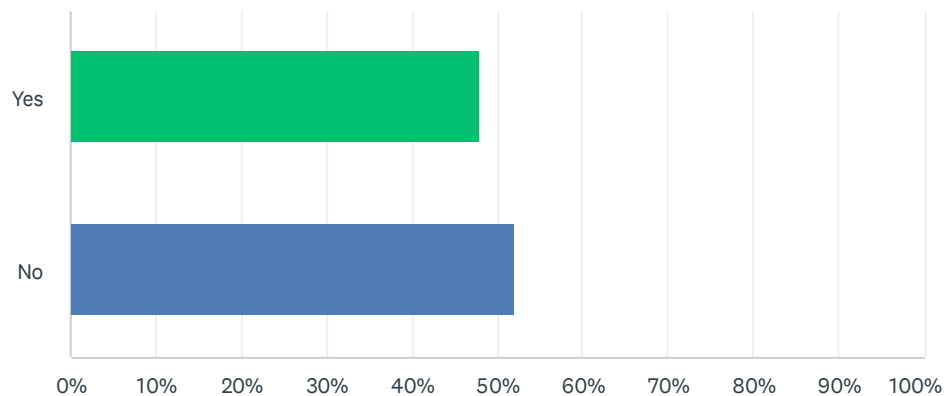
Staff recommends City Council consider and discuss the sale of the Municipal Pool site property within the City limits.



ANSWER CHOICES	RESPONSES	
Yes	27.68%	49
No	72.32%	128
TOTAL		177

Q27 Would you like to participate in a survey regarding Park Development on the south side of Angleton?

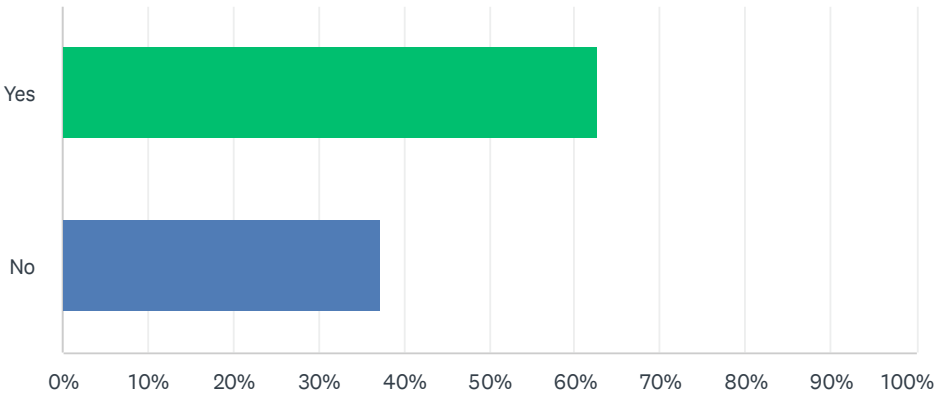
Answered: 179 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	48.04%	86
No	51.96%	93
TOTAL		179

Q28 Since a park will be developed on the south side of Angleton, would you recommend the City sell the municipal pool property for future land acquisition?

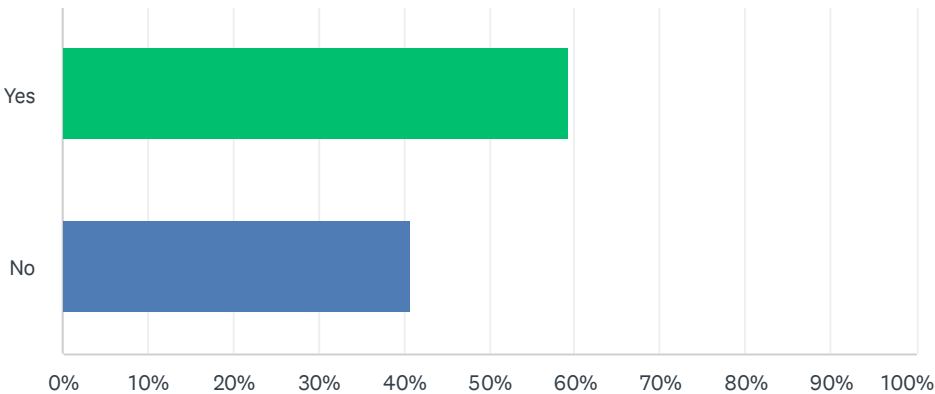
Answered: 86 Skipped: 93



ANSWER CHOICES	RESPONSES	
Yes	62.79%	54
No	37.21%	32
TOTAL		86

Q29 Would you like to see the municipal pool site developed into a food truck park?

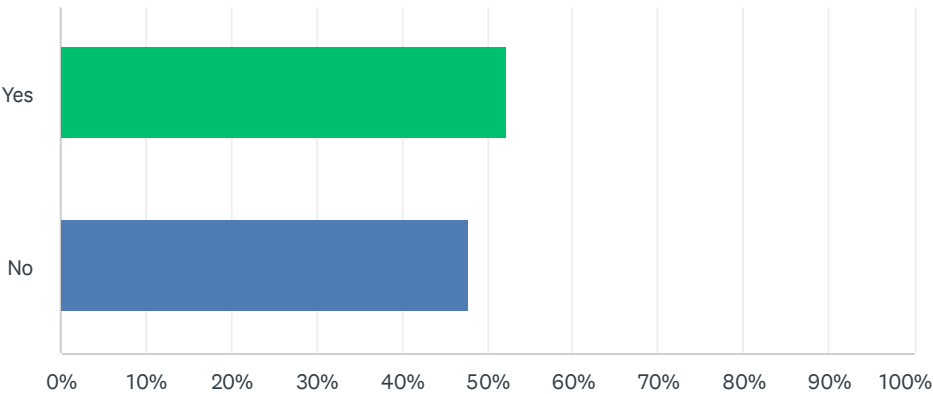
Answered: 86 Skipped: 93



ANSWER CHOICES	RESPONSES	
Yes	59.30%	51
No	40.70%	35
TOTAL		86

Q30 Would you like to see the municipal pool site developed into a skate park?

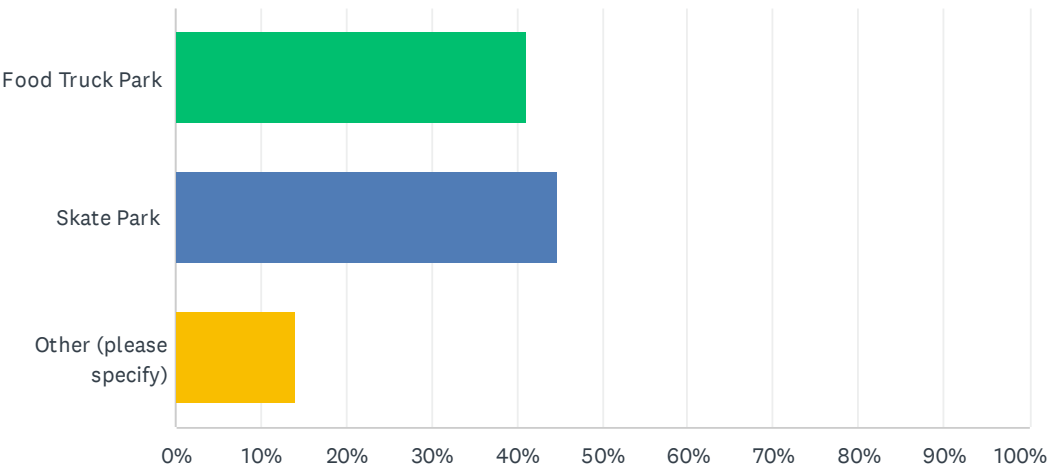
Answered: 86 Skipped: 93



ANSWER CHOICES	RESPONSES	
Yes	52.33%	45
No	47.67%	41
TOTAL		86

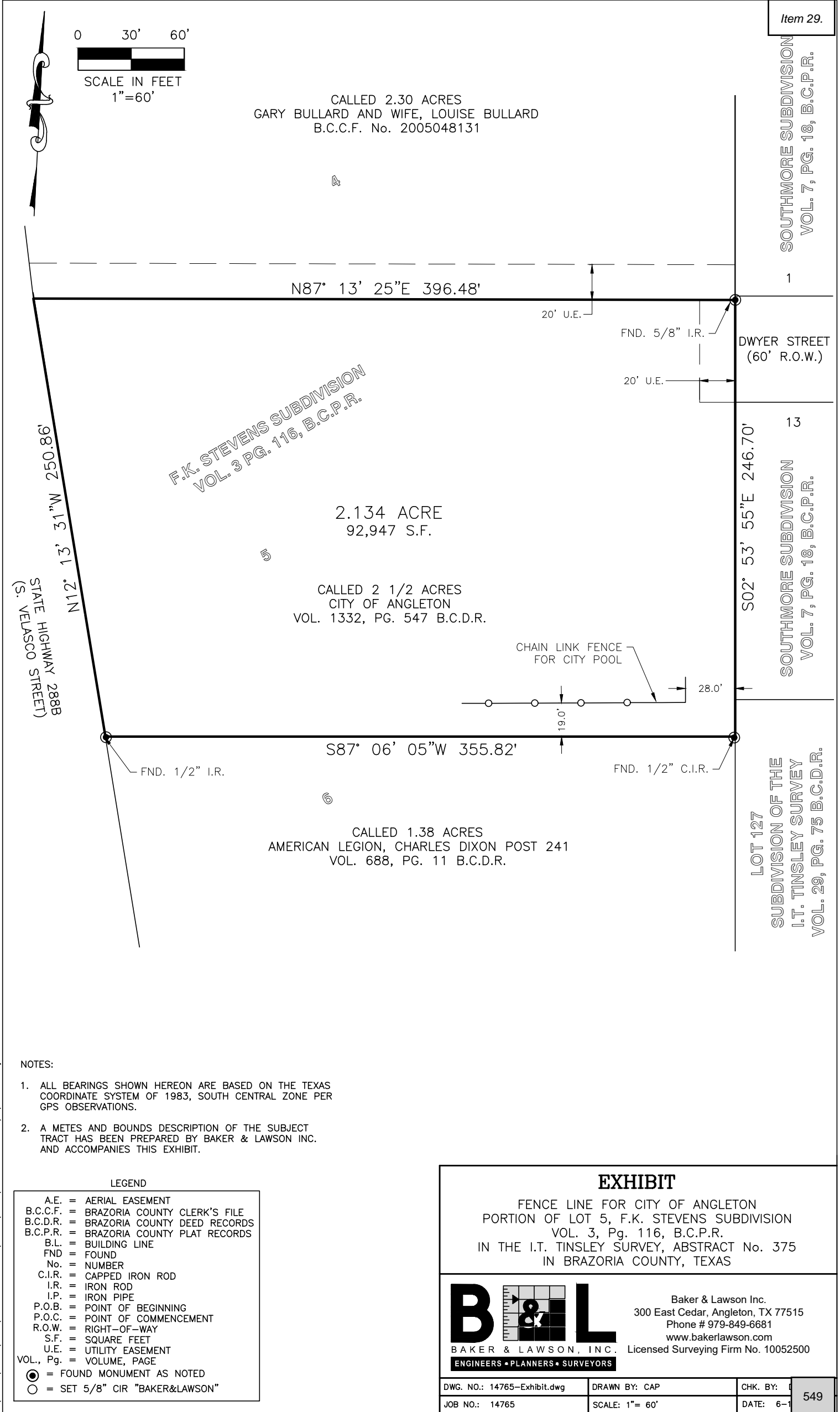
Q31 Would you rather see this site developed as a food truck park or a skate park?

Answered: 85 Skipped: 94



ANSWER CHOICES	RESPONSES	
Food Truck Park	41.18%	35
Skate Park	44.71%	38
Other (please specify)	14.12%	12
TOTAL		85

J:\140005\147005\14765\ENGINEERING-SURVEY\DRAWING\14765-EXHIBIT.DWG 6/17/21 Devin Royd





AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Patty Swords

AGENDA CONTENT: Update on H-GAC/Transportation Improvement Program Grant (TIP) for Henderson Road Improvement Project

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

In the interest of pedestrian, bicycle, and vehicle safety, Henderson Rd. is in immediate need of improvement. Information has been previously presented to Council by John Peterson of HDR regarding the preliminary Drainage Study and Traffic Study. Since that time, additional work has been done to identify the probable costs associated with obtaining the Right of Way for road expansion.

At this point, the estimated total project cost will be \$32,500,000.00. The TIP grant can accommodate a major project such as this. There is a 25% match required.

The TIP Call for Grants will be announced sometime between July and October 2022. Preliminary discussions with TIP grant managers have been encouraging. There has also been a meeting with County Commissioner Ryan Cade, and he has pledged his political support for the Henderson Road Improvement Project TIP grant.

RECOMMENDATION:

Staff recommends discussion and possible action to pursue the H-GAC Transportation Improvement Program grant funding.



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Walter E. Reeves Jr., AICP, Development Services Director

AGENDA CONTENT: Discussion and possible action on Riverwood Ranch private park

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

After months of discussions with several developers regarding park dedication and/or payment of fee-in-lieu of dedication, a special City Council meeting was held on March 30, 2021, to discuss and provide direction to developers on that and other issues. Council instructed the developer on how to proceed with resolving the park issue associated with the Riverwood Ranch project (Attachment 1). Prior to the special meeting, the developer of the Riverwood Ranch project maintained that construction of a private park in Section 1 would meet the requirements of Section 23-20 Parks Dedication and Recreation Improvements pursuant to an email from then City Manager, Mr. Scott Albert (Attachment 2). The developer paid the \$575 fee-in-lieu of dedication for Sections 1 & 2 to facilitate recording of those plats; however, the developer has continued to maintain that the private park be credited towards payment of fee-in-lieu. The private park has been constructed on land identified on the plat of Phase 1 as Detention Reserve (Attachment 3) and no signed and stamped plans were ever submitted to the Parks and Recreation Director for review and approval regarding the facilities proposed in the private park.

Section 23-20 was recently repealed and replaced by Ordinance #20220222-018 (February 22, 2022) but the Riverwood Ranch project is vested to the previous regulations (Attachment 4), including the \$575 fee-in-lieu of dedication, under the criteria of Texas Local Government Code Section 245. The Riverwood Ranch project consists of 96 lots in Section 1, 109 lots in Section 2, and 144 lots in Sections 3 & 4 for a total of 349 lots. The total fee-in-lieu of dedication would be \$200,675. There is no real mechanism under either the new Section 23-20 nor the old requirements that would allow crediting of the private park towards the required dedication or payment of fee-in-lieu. Nor is the email from the City Manager binding as a contract or agreement and no evidence has been found or provided that City Council ever approved such an agreement. The only path forward, if the City Council is inclined to credit the private park, would be to either amend the Facilities and Construction Cost Reimbursement Agreement, or preparation of a separate development agreement addressing the issue.

RECOMMENDATION:

The staff recommends that the Council not credit the private park towards the dedication requirement or payment of fee-in-lieu of dedication.



CITY OF ANGLETON
CITY COUNCIL SPECIAL MEETING
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, MARCH 30, 2021 AT 6:00 PM

MINUTES

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A REGULAR MEETING ON TUESDAY, MARCH 30, 2020, AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

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

PRESENT

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

Mayor Perez recessed the Council Meeting at 6:02 P.M.

EXECUTIVE SESSION

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

1. Consult with the City Attorney regarding a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Act, pursuant to Section 551.071(2) of the Texas Government Code.

Conducted

2. Deliberate regarding economic development negotiations - capacity acquisition fees, dedication of parkland and payment of park fees in lieu of dedication and other development matters for Greystone Development, Gifford Meadows, Heritage Oaks, Section 7, Kiber Reserve, The Reserve, and Riverwood Ranch, pursuant to Section 551.087 of the Texas Government Code.

Not conducted

3. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Police Chief and Director of Human Resources,

and to hear a complaint against the Police Chief and Human Resources Director, pursuant to Section 551.074 of the Texas Government Code.

Conducted

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.

Mayor Perez reconvened the Council Meeting back to order at 8:42 P.M.

2. Deliberate regarding economic development negotiations - capacity acquisition fees, dedication of parkland and payment of park fees in lieu of dedication and other development matters for Greystone Development, Gifford Meadows, Heritage Oaks, Section 7, Kiber Reserve, The Reserve, and Riverwood Ranch, pursuant to Section 551.087 of the Texas Government Code.

Council directed staff the following developer action items:

Greystone Development

Action – staff will send park requirements to developer for creation of park plans, which are expected to be stamped by a landscape architect or similar professional.	Deadline
Developer to provide specifications of park plan to determine if park meets minimum standard. Staff to recommend private park or meet park fees-in-lieu requirement.	April 13, 2021 (2 wks from council meeting for developer to provide park plan to Megan, City 2 wks to respond.)
Staff to provide comments to developer on specs	April 27, 2021 (agreement first Council meeting in May)
Developer Agreement	

Developer to pay the following:

Capacity Acquisition Fees: \$188,362.56

Development Permit Fee (remaining balance of \$17, 098.44): \$8,549.22

Parkland dedication fees-in-lieu: \$63,825.00 TBD on meeting minimum park standards

Gifford Meadows

Action	Deadline
Present final developer agreement to Council for approval	April 13, 2021 – agreement from legal on Friday 02 APR 2021.

Developer to pay the following:

Capacity Acquisition Fees: \$221,199.75
 Development Permit Fee: \$11,326.03
 Parkland dedication fees-in-lieu: \$48,875.00

Heritage Oaks, Section 7

Action	Deadline
Baker & Lawson to provide estimate of 12" waterline upgrade	HDR confirmed valuation of B&L water line upgrade estimate.
Possible credit of upgrade costs towards CAF study and fees	
Developer Agreement	TBD based on CAF timeline.

Developer to pay the following:

Capacity Acquisition Fees: TBD according to LDC
 Development Permit Fee: \$6,949.71 PAID
 Parkland dedication fees-in-lieu: WAIVED BY COUNCIL (\$19,550.00)
 CAF credit in the amount of the 12" water line upgrade valued at \$36,960

Kiber Reserve

Action	Deadline
Fees to be paid in phases	
Baker & Lawson to provide estimate of upgrades –	13 APR 2021 stamped park plans, or 20 APR 2021 if the 13 th is not achievable.
Possible credit of upgrade costs towards CAF study and fees	
Developer Agreement	

Developer to pay the following:

Phase 1

Capacity Acquisition Fees: \$131,148.00
 Development Permit Fee: \$6,059.66
 Parkland dedication fees-in-lieu: \$27,600.00

Phase 2

Capacity Acquisition Fees: \$122,951.25
 Development Permit Fee: TBD according to LDC
 Parkland dedication fees-in-lieu: \$25,875.00

The Reserve

Action	Deadline
Staff to provide developer agreement requirements	April 9, 2021
Developer Agreement	

Developer to pay the following:

Impact fee: \$3,063,744.45

Riverwood Ranch

Action	Deadline
Staff to provide minimum park standards to developer	April 15, 2021
Developer to provide park plans to determine if park meets minimum standards	13 APR 2021 stamped park plans, or 20 APR 2021 if the 13 th is not achievable.
Staff to provide comments to developer on specs	Deadlines for agenda item submission by April 20, 2021 and May 4, 2021, respectively.
Developer Agreement	NOT NEEDED

Phase 1

Capacity Acquisition Fees (remaining balance of \$156,189.12): \$6,189.12

Development Permit Fee: \$14,558.68

Parkland dedication fees-in-lieu: \$55,200.00 TBD on meeting minimum park standards

Phase 2

Capacity Acquisition Fees: \$110,663.96

Development Permit Fee: TBD according to LDC

Parkland dedication fees-in-lieu: \$39,100.00 TBD on meeting minimum park standards

Remaining phases

Capacity Acquisition Fees: \$250,553.38

Development Permit Fee: TBD according to LDC

Parkland dedication fees-in-lieu: \$88,550.00 TBD on meeting minimum park standards

ADJOURNMENT

The meeting was adjourned at 11:40 P.M.

These minutes were approved by Angleton City Council on this the 13th day of April 2021, upon a motion by Mayor pro-tem Wright, seconded by Council Member Townsend. The motion passed on a 6-0 vote.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, CMC
City Secretary

From: mfoley@riverwayproperties.com
Sent: Thursday, March 4, 2021 5:59 PM
To: [Megan Mainer](#)
Cc: [Walter Reeves](#); [Chris Whittaker](#)
Subject: [EXTERNAL] Fw: Riverwood Ranch

Megan and Walter,

I went through our older emails and found this.

Please read below how Scott Albert said our park dedication requirements would be met.

Thanks,

J Michael Foley
 O: 713.621.6111 ext. 1002
 M: 832.752.6265

From: Doug Roesler <drolesler@bakerlawson.com>
Sent: Tuesday, November 26, 2019 7:56 AM
To: Mike Carroll <mcarroll@riverwayproperties.com>; John Santasiero <john@riverwayproperties.com>; Michael Foley <mfoley@riverwayproperties.com>
Cc: Robin Crouch <rcrouch@bakerlawson.com>
Subject: FW: Riverwood Ranch
 FYI

From: Scott Albert <salbert@angleton.tx.us>
Sent: Saturday, November 23, 2019 5:52 PM
To: Doug Roesler <drolesler@bakerlawson.com>; Robin Crouch <rcrouch@bakerlawson.com>
Subject: RE: Riverwood Ranch

Robin & Doug – if the developer provides amenities (trail, benches, fountain) that costs \$185,000 or greater the park dedication requirement has been met.

Scott L. Albert

City Manager
 City of Angleton
 121 S. Velasco Street
 Angleton, Texas 77515
 (979)849-4364 ext. 2112
www.angleton.tx.us



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Doug Roesler <drolesler@bakerlawson.com>
Sent: Friday, November 22, 2019 6:56 AM
To: Robin Crouch <rcrouch@bakerlawson.com>; Scott Albert <salbert@angleton.tx.us>
Subject: RE: Riverwood Ranch
 We expect a walking trail, trees benches and a fountain. May have half the pond with dry bottom for green space activity area.

From: Robin Crouch <rcrouch@bakerlawson.com> i
Sent: Thursday, November 21, 2019 8:20 PM

To: Doug Roesler <drolesler@bakerlawson.com>

Subject: Fwd: Riverwood Ranch

Sent from my iPhone

Begin forwarded message:

From: Scott Albert <salbert@angleton.tx.us>

Date: November 21, 2019 at 8:09:18 PM CST

To: Robin Crouch <rcrouch@bakerlawson.com>

Subject: RE: Riverwood Ranch

Robin – will Riverway be adding amenities around the pond (trails, benches, etc.) and will the pond include a fountain since it's a wet bottom pond? How are they going aerate the static water?

Scott L. Albert

City Manager

City of Angleton

121 S. Velasco Street

Angleton, Texas 77515

(979)849-4364 ext. 2112

www.angleton.tx.us



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Robin Crouch <rcrouch@bakerlawson.com>

Sent: Wednesday, November 20, 2019 2:02 PM

To: Scott Albert <salbert@angleton.tx.us>

Cc: Doug Roesler <drolesler@bakerlawson.com>

Subject: Riverwood Ranch

Good Afternoon Scott –

Attached is the proposed detention pond for Riverwood Ranch Subdivision. It shows the total acreage of the detention reserve. It also shows the acreage of the static water surface area.

The original pond site (no "S" curve in entry road) is 6.78 acres

The static water surface area is 2.36 acres.

Does the City consider lake surface as park area? We were wondering if Riverway could get credit for this arrangement or does just the green area count? Also, do they need to add amenities to get credit against the per lot park fee?

Total green is 4.42 Acres.

Thanks,

Robin Crouch

Baker & Lawson, Inc.

300 E. Cedar

Angleton, Texas 77515

979-849-6681



ATTACHMENT 3

BROOKHOLLOW SUBDIVISION
SECTION II
VOL. 16, Pg. 21 B.C.P.R.

2021015058

Total Pages: 2

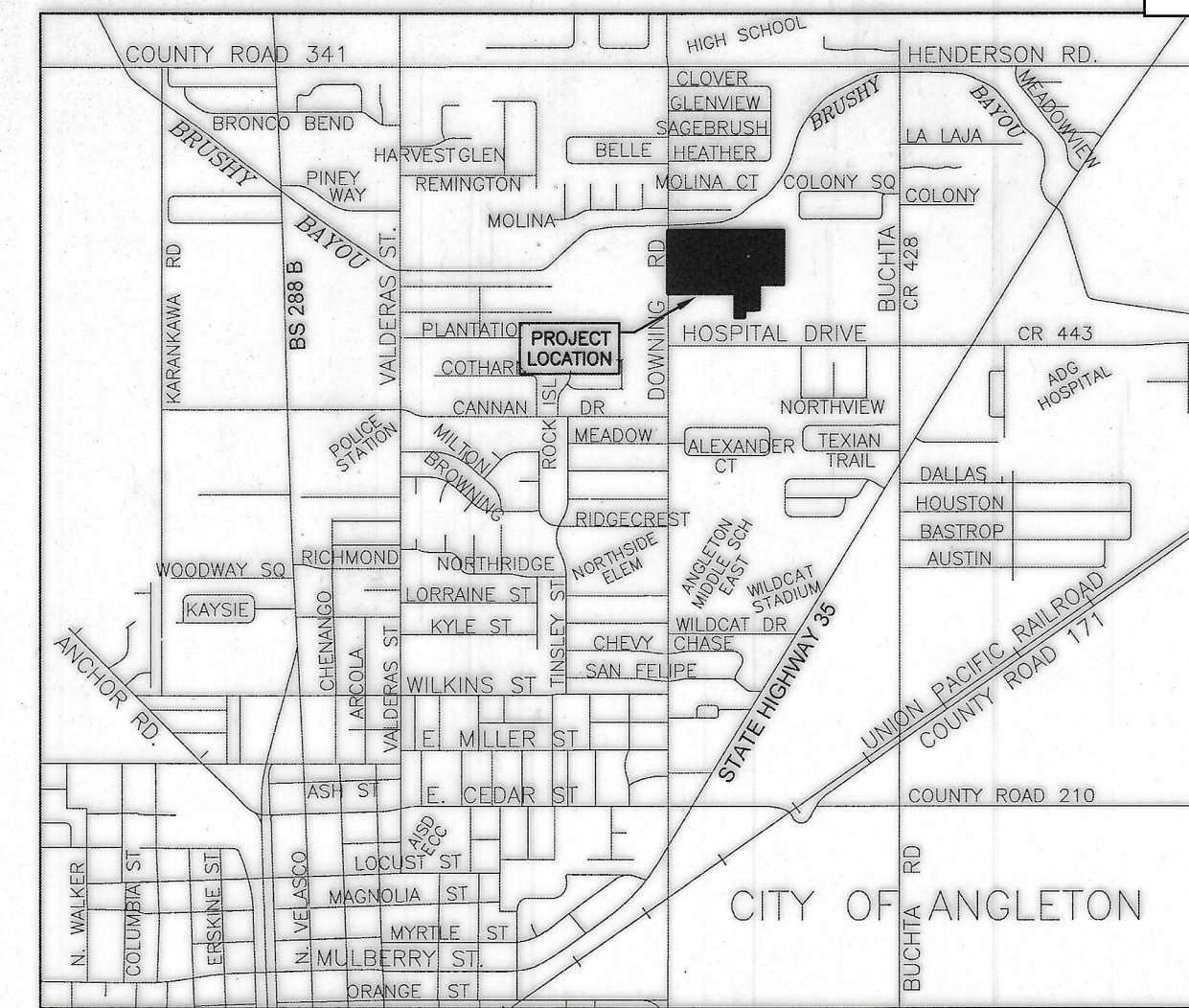
AP

COLONY SQUARE SUBDIVISION
VOL. 16, Pg. 321 B.C.P.R.

26

N87° 07' 30"E 1320.00'
FND. 1/2" C.I.R.

FND. 1/2" C.I.R.



VICINITY MAP

LEGEND

B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
BL = BUILDING LINE
BM = BENCHMARK
D.M.E. = DRAINAGE/MAINTENANCE EASEMENT
FND = FOUND
I.R. = IRON ROD
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
U.E. = UTILITY EASEMENT
VOL. Pg. = VOLUME, PAGE

SYMBOLS

○ = SET 5/8" I.R. W/ CAP "BAKER & LAWSON"
● = FOUND MONUMENT (AS NOTED)
+ = (TBM) TEMPORARY BENCHMARK

Line Table		
Line No.	Length	Direction
L1	5.71'	S42°07'30"W

Curve Table				
Curve No.	Length	Radius	Delta	Chord Bearing
C1	15.50'	20.00'	44°24'55"	S25°04'58"E
C2	234.60'	50.00'	268°49'50"	S87°07'30"W
C3	15.50'	20.00'	44°24'55"	N19°19'57"E
C4	31.42'	20.00'	90°00'00"	S42°07'30"W
C5	31.42'	20.00'	90°00'00"	S47°52'30"E
C6	15.50'	20.00'	44°24'55"	N64°55'02"E
C7	234.60'	50.00'	268°49'50"	S02°52'30"E
C8	15.50'	20.00'	44°24'55"	N70°40'03"W
C9	10.48'	20.00'	30°01'29"	N72°06'45"E
C10	130.94'	50.00'	150°02'59"	S47°52'30"E
C11	10.48'	20.00'	30°01'29"	S12°08'14"W
C12	15.50'	20.00'	44°24'55"	S25°04'58"E
C13	234.60'	50.00'	268°49'50"	S87°07'30"W
C14	15.50'	20.00'	44°24'55"	N19°19'57"E
C15	31.42'	20.00'	90°00'00"	N47°52'30"W
C16	31.42'	20.00'	90°00'00"	S42°07'30"W
C17	31.42'	20.00'	90°00'00"	N47°52'30"W
C18	31.42'	20.00'	90°00'00"	N42°07'30"E
C19	31.42'	20.00'	90°00'00"	N47°52'30"W
C20	78.54'	50.00'	90°00'00"	N47°52'30"W

SHEET 1 OF 2

REVISED: 06/29/20 ADJUSTED ENTRY ROAD
REVISED: 06/23/20 ADDED SIDEWALK & DRAINAGE RESERVE
REVISED: 06/19/20 NEW OWNER

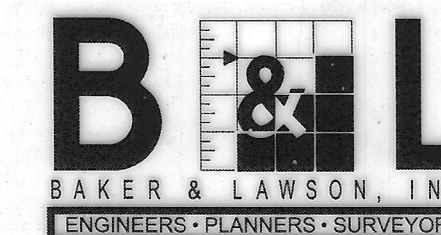
FINAL REPLAT

RIVERWOOD RANCH SUBDIVISION

SECTION 1

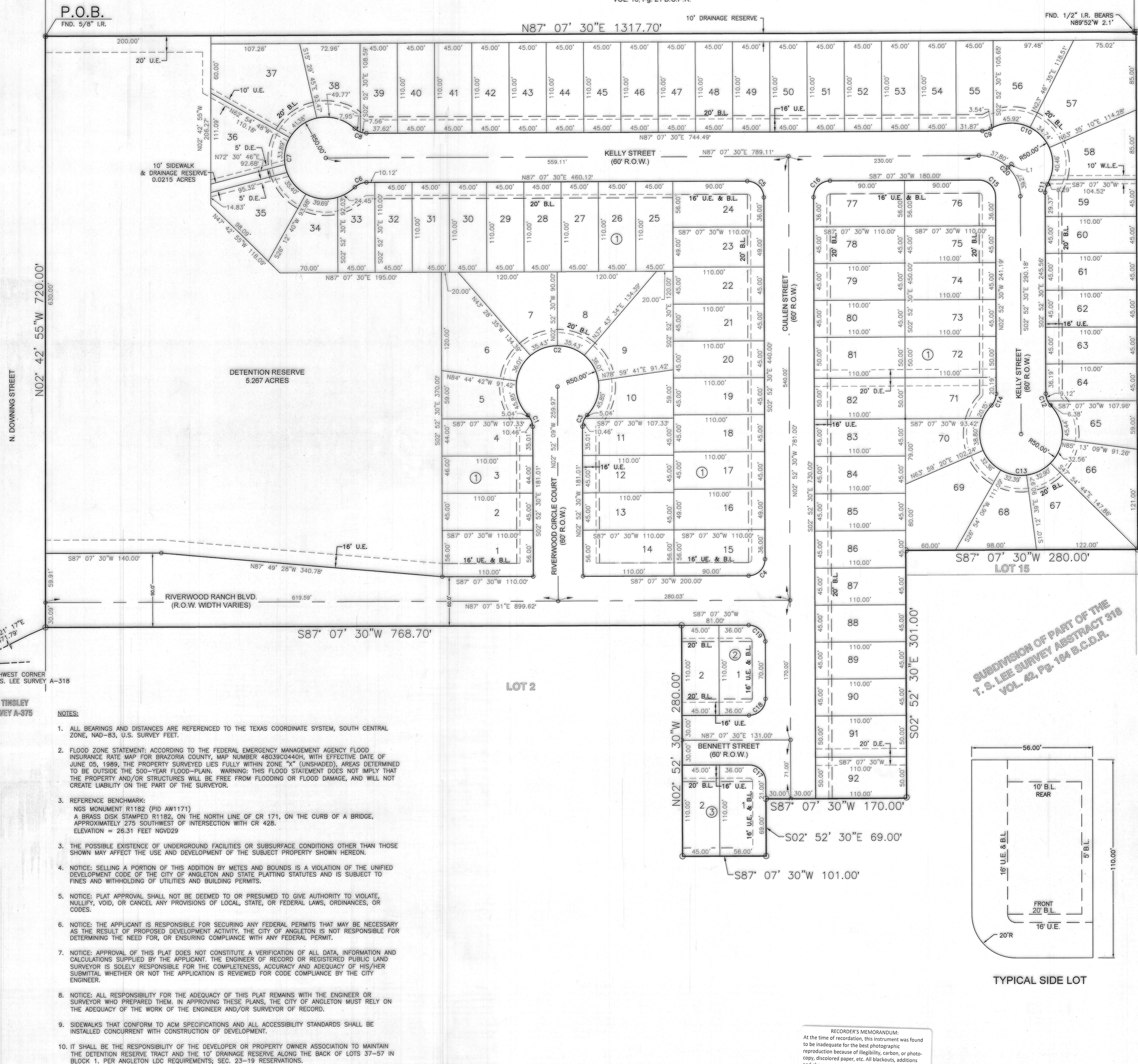
A 22.691 ACRE, 96-LOT, 3 BLOCK, 2 RESERVE SUBDIVISION

PORTION OF LOTS 2, 14 AND 15, OF THE NEW YORK & TEXAS LAND COMPANY SUBDIVISION OF THE T.S. LEE SURVEY,
VOL. 42, Pg. 164 B.C.D.R.
LOCATED IN THE THEODORE S. LEE SURVEY, ABSTRACT No. 318
BRAZORIA COUNTY, TEXAS

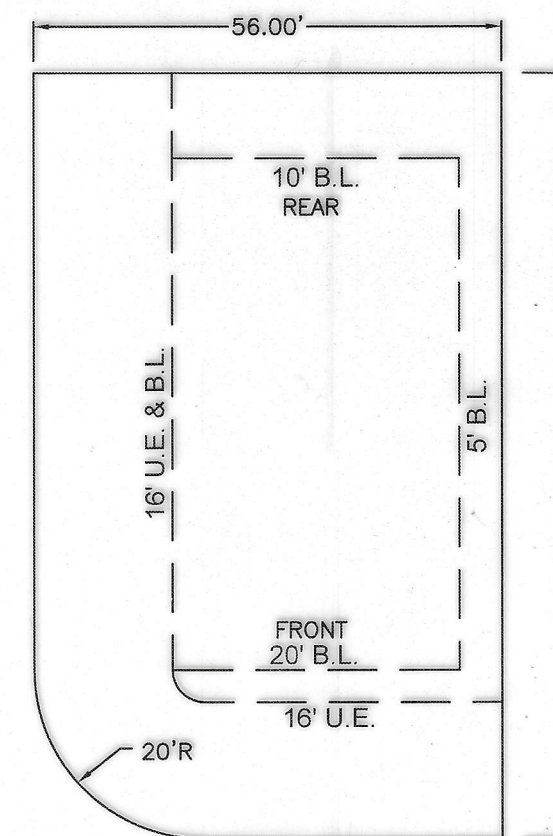


300 EAST CEDAR ST.
ANGLETON, TEXAS 77515
OFFICE: (979) 849-6681
TBPLS No. 10052500
REG. NO. F-825

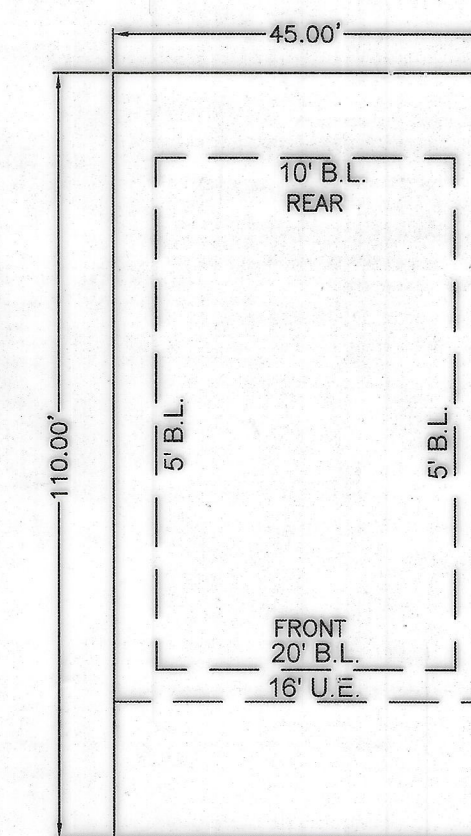
PROJECT NO.: 13032 SCALE: 1" = 60' DRAWN BY: BWB
DRAWING NO.: 13032 PLAT DATE: 12/17/2019 CHECKED BY: DRR



SUBDIVISION OF PART OF THE
T.S. LEE SURVEY ABSTRACT 318
VOL. 42, Pg. 164 B.C.D.R.



TYPICAL SIDE LOT



TYPICAL INTERIOR LOT

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photocopy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

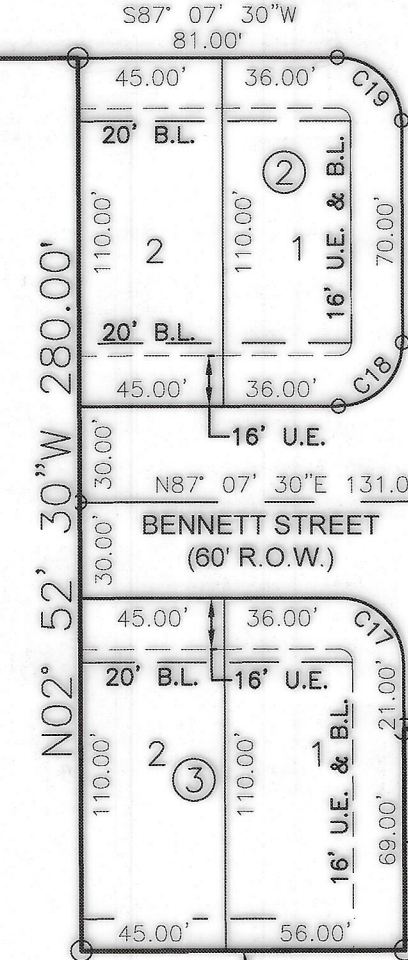
P.O.B.
FND. 5/8" I.R.10' SIDEWALK
& DRAINAGE RESERVE
0.0215 ACRESDETENTION RESERVE
5.267 ACRESRIVERWOOD RANCH BLVD.
(R.O.W. WIDTH VARIES)

S87° 07' 30"W 768.70'

LOT 2

S87° 07' 30"W 170.00'

S87° 07' 30"W 101.00'



LOT 2
N02° 52' 30"W 280.00'
S02° 52' 30"E 69.00'
S87° 07' 30"W 101.00'

- NOTES:
- ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
 - FLOOD ZONE STATEMENT: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, MAP NUMBER 48039C0440H, WITH EFFECTIVE DATE OF JUNE 05, 1989, THE PROPERTY SURVEYED LIES FULLY WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
 - REFERENCE BENCHMARK:
NGS MONUMENT R1182 (PID AW1171)
A BRASS DISK STAMPED R1182, ON THE NORTH LINE OF CR 171, ON THE CURB OF A BRIDGE, APPROXIMATELY 275 SOUTHWEST OF INTERSECTION WITH CR 428.
ELEVATION = 28.31 FEET NGVD29
 - 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.
 - NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 - NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
 - NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
 - NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
 - NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
 - SIDEWALKS THAT CONFORM TO ACM SPECIFICATIONS AND ALL ACCESSIBILITY STANDARDS SHALL BE INSTALLED CONCURRENT WITH CONSTRUCTION OF DEVELOPMENT.
 - IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR PROPERTY OWNER ASSOCIATION TO MAINTAIN THE DETENTION RESERVE TROUGH AND THE 10' SIDEWALK ALONG THE BACK OF LOTS 37-57 IN BLOCK 1, PER ANGLETON LDC REQUIREMENTS, SEC. 23-19 RESERVATIONS.

DEDICATION STATEMENT:

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

Drainage Easements Maintained by a Homeowners' Association.
STATE OF TEXAS §
COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision and through a lawfully created homeowners association to be created by the Owners. The Owners covenant and agree that such a homeowners' association (called "Association") shall be created prior to the final acceptance of the City. All Association documents shall be subject to the approval of the City and shall specifically contain covenants binding the Association to continuously maintain all Drainage Easements. Such covenants shall not relieve the individual lot owners of the responsibility to maintain the Drainage Easements should the Association default in the performance of its maintenance responsibility. The Association documents shall also contain provisions that they may not be amended with regard to the Drainage Easement maintenance responsibilities without the approval of the City. The fee simple title to all Drainage Easements shall always remain in the Association.

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

The City and Angleton Drainage District reserves the right, but not the obligation, to enter upon any Drainage Easement at any point, or points, with all rights of ingress and egress, to investigate, survey, erect, construct, or maintain any drainage facility deemed necessary by the City for drainage and safety purposes.

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

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

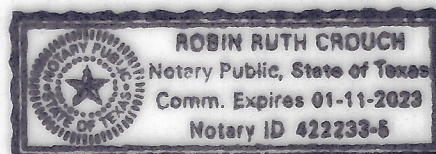
Michael D. Carroll II

MICHAEL D. CARROLL II, President

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared Michael D. Carroll II, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated. Given under my hand and seal of office this 13 day of January, 2021.

Rob R. Crouch
Notary Public
State of Texas



PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

APPROVED this 20th day of April, 2020, by the Planning and Zoning Commission, City of Angleton, Texas.

Bill Garwood
BILL GARWOOD, Chairman, Planning and Zoning Commission

Frances Aguilar
FRANCES AGUILAR, City Secretary

APPROVED this 14th day of April, 2020, by the City Council, City of Angleton, Texas.

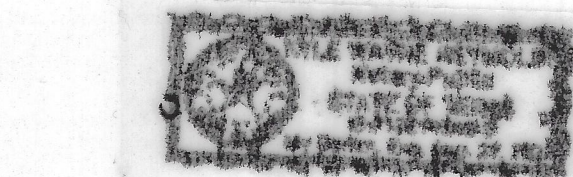
Jason Perez
JASON PEREZ, Mayor

Frances Aguilar
FRANCES AGUILAR, City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 11th day of March, 2021, by

Kyle Reynolds *Michael D. Carroll II* City of Angleton, on behalf of the City.



ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED, THIS 11th DAY OF February, 2020.
THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

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

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

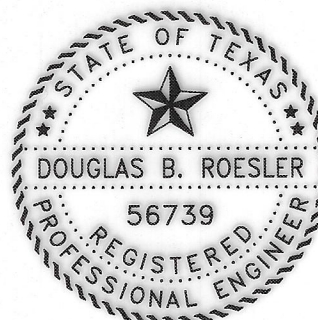
THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

Douglas B. Roessler
CHAIRMAN, BOARD OF SUPERVISORS
Walter J. Jack
BOARD MEMBER

KNOW ALL MEN BY THESE PRESENTS:

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

SIGNED: *Douglas B. Roessler* 01-19-21 DATE
DOUGLAS B. ROESSLER
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 56739



KNOW ALL MEN BY THESE PRESENTS:

That I, Devin R. Royal, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

SIGNED: *Devin R. Royal* 1-22-21 DATE
DEVIN R. ROYAL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6667



FIELD NOTES FOR 22.691 ACRE

Being a tract of land containing 22.691 acre (988,413 square feet), located within T. S. Lee Survey, Abstract Number (No.) 318, in Brazoria County, Texas; Said 22.691 acre being all of a portion of Lots 2, 14, and 15 of the subdivision of the T. S. Lee Survey, Abstract 318 recorded in Volume (Vol.) 42, Page (Pg.) 164 of the Brazoria County Deed Records (B.C.D.R.); Said 22.691 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

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

Thence, with the south lines of said Brookhollow S/D Section II and Colony Square S/D, a subdivision of record in Vol. 16, pg. 321 of the B.C.P.R., with the north lines of said Lots 15 and 14, North 87 degrees 07 minutes 30 seconds East, at a distance of 1315.39 feet pass a 1/2-inch iron rod found at the southwest corner of said Colony Square S/D, continue in all a distance of 1,317.70 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the northeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Pinpoint" found on the west R.O.W. line of Buchta Road (variable width) at the southeast corner of said Colony Square S/D, for the northeast corner of said Lot 14 bears North 87 degrees 07 minutes 30 seconds East, a distance of 1,320.00 feet;

THENCE, through and across said Lot 14, South 02 degrees 52 minutes 30 seconds East, a distance of 630.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the east southeast corner of the herein described tract;

THENCE, through and across said Lots 14 and 15, South 87 degrees 07 minutes 30 seconds West, a distance of 280.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;

THENCE, through and across said Lots 15 and 2, South 02 degrees 52 minutes 30 seconds East, a distance of 301.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;

THENCE, through and across said Lot 2 the following five (5) courses:

1. South 87 degrees 07 minutes 30 seconds West, a distance of 170.00 feet to 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
2. South 02 degrees 52 minutes 30 seconds East, a distance of 69.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the south southeast corner of the herein described tract;
3. South 87 degrees 07 minutes 30 seconds West, a distance of 101.00 feet to 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the south southwest corner of the herein described tract;
4. North 02 degrees 52 minutes 30 seconds West, a distance of 280.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
5. South 87 degrees 07 minutes 30 seconds West, a distance of 768.70 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the east R.O.W. line of said North Downing Street, being the west line of said Lot 15, for the west southwest corner of the herein described tract;

THENCE, with the east R.O.W. line of said Downing Street and the west line of said Lot 15, North 02 degrees 42 minutes 55 seconds West, a distance of 720.00 feet to the POINT OF BEGINNING and containing 22.691 acres of land.

LEGEND

B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
B.L. = BUILDING LINE
BM = BENCHMARK
D.M.E. = DRAINAGE/MAINTENANCE EASEMENT
FND = FOUND
I.R. = IRON ROD
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
U.E. = UTILITY EASEMENT
VOL., Pg. = VOLUME, PAGE

SYMBOLS

○ = SET 5/8" I.R. W/CAP "BAKER & LAWSON"
● = FOUND MONUMENT (AS NOTED)
⊕ = (TBM) TEMPORARY BENCHMARK

SHEET 2 OF 2

REVISED: 06/29/20 ADJUSTED ENTRY ROAD
REVISED: 06/23/20 ADDED SIDEWALK & DRAINAGE RESERVE
REVISED: 06/19/20 NEW OWNER

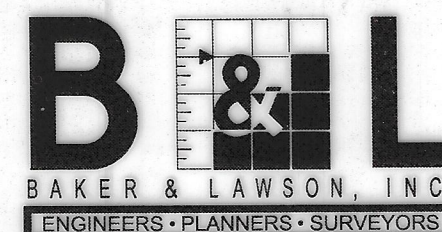
FINAL REPLAT

RIVERWOOD RANCH SUBDIVISION

SECTION 1

A 22.691 ACRE, 96-LOT, 3 BLOCK, 2 RESERVE SUBDIVISION

PORTION OF LOTS 2, 14 AND 15, OF THE NEW YORK & TEXAS LAND COMPANY SUBDIVISION OF THE T.S. LEE SURVEY, VOL. 42, Pg. 164 B.C.D.R.
LOCATED IN THE THEODORE S. LEE SURVEY, ABSTRACT No. 318 BRAZORIA COUNTY, TEXAS



300 EAST CEDAR ST.
ANGLETON, TEXAS 77515
OFFICE: (979) 849-6681
TBPLS No. 10052500
REG. NO. F-825

OWNER:
MICHAEL D. CARROLL II
RIVERWOOD RANCH, LLC
1027 YALE STREET
HOUSTON, TEXAS 77008

2021015058
Brazoria County - Joyce Hudman, County Clerk
03/11/2021 04:06 PM
Total Pages: 2
Fee: 225.66
Joyce Hudman

PROJECT NO.: 13032 SCALE: 1" = 60' DRAWN BY: BWB
DRAWING NO.: 13032 PLAT DATE: 12/17/2019 CHECKED BY: DRR

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

Item 31.

A. *Purposes.* The purposes of this section are to recognize that:

1. The provision of parks and open space will consider the 2001 Parks and Recreation Comprehensive Master Plan and Open Space Plan and the comprehensive plan;
2. The need for parkland generated by new development should be proportionate to the scale of the development that created the demand;
3. A combination of coordinated public and private solutions can preserve usable space for parks and recreation opportunities by preserving wetlands, floodplains, mature tree stands, and wildlife habitat, use BMP practices to maintaining vegetation around water features to improve water quality, design of stormwater areas to allow multiple uses, and using easement corridors;
4. All land is not suitable for public parkland but may be ideal for smaller scale private parks and recreation facilities maintained by a property owner association; and
5. The need for parkland can addressed by:
 - a. A community parks that serve several neighborhoods;
 - b. Adding new improvements to existing parks located in close proximity to new development;
 - c. Providing usable open space in exchange for development density bonuses for new development to provide recreation areas for the residents of that development;
 - d. Allowing developers to propose usable open space that can be used for recreation with recreation improvements that result in a fully improved private park that is maintained by a private property owners' association to sufficiently addresses the need for parkland generated by that development; and
 - e. Allowing developers to enter into improvement agreements with the city and Angleton Drainage District to provide regional detention areas with parks and recreation improvements.
6. The decision selected should be based on the considerations of each new development, the area of the city where development is proposed, and the constraints and opportunities of each site.

B. *Policy.* The parkland policies of the city are:

1. Parks and recreation opportunities shall be distributed equitably across the city;
2. Underserved areas will be given the highest priority for new parks and recreation facilities;
3. It is desirable to provide a variety of park sizes and improvements and essential that all parks and improvement comply with all ADA/TAS standards;
4. It is essential to update the fee in lieu of parkland dedication regularly so that it reflects the current cost of obtaining parkland;
5. The city shall map and annotate developments where fees in lieu of parkland are collected to ensure that parkland is obtained within the vicinity of each development, in accordance with TLGC requirements, and shall track the dates on which fees are collected to ensure that fees are utilized before they expire and are required to be refunded, in accordance with the TLGC;
6. It is desirable to consider a variety of public or private park alternatives as parks and usable open space in the areas where the residents who would use these spaces reside;
7. It is desirable that park improvement fees, if collected, are based on a rational study of the actual expenses associated with providing improvements within each of park type in the city and that this fee, if collected, be regularly updated to reflect current expenses;
8. All fees in lieu of parkland dedication, and park improvement fee, if collected, shall be applied equitably and proportionately to the immediate area where each fee is collected and equitably across the city to the greatest degree practical; and
9. Development incentives that encourage public park dedication with public park improvements, clustering to preserve open space, and private recreation spaces with active or passive recreation or park improvements are desirable and may be considered as alternatives.

C. *Considerations and residential development characteristics.*

1. The city is:
 - a. Traversed by ditches, bayous, streams, wetlands, and areas subject to periodic inundation that should remain in a natural condition;

- b. Underdeveloped in many areas that are readily accessible by regional highways and that can be provided utility service to the city;
 - c. Highly developed in its central core, with many residential areas that are underserved with parks and recreation facilities and are suitable for in-fill and redevelopment; and
 - d. Located within an area that may experience rapid growth and development due to its proximity to Houston, Galveston, and Port Freeport.
2. Based on those considerations, residential development of all types will:
- a. Be common on tracts of all sizes as in-fill development, with the redevelopment of older sections of the city, and as tract home development on large acreage tracts around the periphery of the city and the ETJ;
 - b. Need to be clustered in some areas, or have a higher density, to avoid natural hazards and maximize utility service to ensure that projects are economically viable;
 - c. Trend toward higher density development in some areas to compensate for development feasibility issues.
3. As a result of these considerations, the city, may find it desirable to accept fees in lieu of parkland with a size or location that does suit the needs of the city, or may accept usable open space, with or without park improvements, as a common recreation or conservation area maintained by a property owners' association. It's appropriate, and often desirable, to allow developers to provide and maintain such areas to provide park and recreation space and opportunities to the residents that are generating the demand to allow the city to focus on underserved areas and concentrate operations and maintenance funding on other parks. Each project shall be reviewed on a case-by-case basis, subject to recommendations by the parks and recreation director and the decision of the city council.

D. Parkland dedication requirements.

1. *Exemptions.* This section shall not apply to the following:
 - a. Any subdivision for which a preliminary plat or application was filed prior to the effective date of this LDC;
 - b. Alterations or expansion of an existing residential unit or a building of multiple units where no additional residential units are created and where the use is not changed;
 - c. The construction of accessory buildings or structures, including an accessory dwelling unit;
 - d. The replacement an existing manufactured home;
 - e. The replacement of a destroyed or partially destroyed residence; and
 - f. Replats or amending plats where the development density will not increase.
2. *Size.* Parks smaller than one acre may be approved if the city council finds that:
 - a. A public benefit would be derived;
 - b. The park is located in any underserved area; or
 - c. The park would address a public need or goal identified in the 2001 Parks and Recreation Comprehensive Master Plan and Open Space Plan or the 2007 Comprehensive Plan.
3. *Location.* Where practical, parklands shall be located adjacent to:
 - a. Schools to allow shared facilities;
 - b. Ponds and drainage improvements that have usable space for recreation; and
 - c. In proximity to an easement that can be used to install or bike path to link parks across the city into a linear park network.
4. *Park improvement standards.*
 - a. Park improvements shall be designed and installed to meet the minimum standards of the ACM, Americans With Disabilities Act (ADA), and U.S. Consumer Protection Report 325;
 - b. Where possible, parklands shall be designed and located to allow for an extension or connection to other park and recreational facility that abut the subdivision; and
 - c. Water and sewer stub outs shall be provided to all parkland conveyed to the city.
5. *Public improvements required.* Parkland conveyed to the city shall be improved as follows:
 - a. Park frontage shall be paved, and include curb and gutter, sidewalks, and utility stub outs the extension of all utilities

extensions for all park frontage abutting a right-of-way;

- b. Accessible parking spaces and routes shall be provided for all parkland, with an accessible route into the park interior, compliant with all ADA/TAS construction standards; and
- c. Grading, erosion control, irrigation, landscape plans shall indicate where existing vegetation will be preserved in an undisturbed condition and where natural vegetation will be preserved to satisfy BMP standards for TCEQ MS4 water quality purposes.

6. *Dedication requirements.*

- a. The subdivider or developer shall dedicate a site, or sites, to the public for parkland at a ratio of one-half acre of parkland for every 100 persons in the City of Angleton.
- b. Population shall be derived at a rate of 3.3 persons per single-family residence or 2.8 persons per multi-family living unit. For the purpose of administering these requirements, duplex, multiplex, and townhome development shall use the 3.3 persons per residence.
- c. The planning and zoning commission and city council shall approve the site(s) selected. The following definitions and conditions shall apply if there is a site dedication for park purposes:
 - i. The area of the park to be dedicated shall be clearly defined. Where streets, ditches or easements infringe on or are part of the area to be dedicated, the planning commission must agree to the acceptance of those areas.
 - ii. When a subdivision or residential development will be developed in phases or units, the platting, or dedication, of the park area by the subdivider or developer shall be completed and delivered to the city with the final plat of the first phase or unit of said subdivision, or in accordance with an approved phasing plan, as set out in section 23-18, Development phasing, terms a development or public improvement agreement, as set out in section 23-35, Development and public improvement agreements, or as set out in section 23-37, Deferral and permitting.
 - iii. Subsections 6.c.i and ii above, shall not apply in the case of a replat of a plat, subdivision or addition that has previously met park requirements or the re-subdividing of existing single lots, unless the replatting results in an increase in park requirements.
 - iv. Each park shall have access to a public street, with exceptions permitted to preserve wetlands, riverine land, mature tree stands, and similar conservation areas in a natural condition, and in the case of linear parks, all of which shall be made accessible by pedestrian access easements or other appropriate alternatives.
 - v. Final acceptance and approval of parklands and any improvements to be dedicated to the public shall be made by the city council.
- d. The city council, at its discretion, upon determining that an area proposed to be dedicated as parkland is not suitable or desirable, for any reason, may elect to accept fees in lieu of the dedication.
- e. A subdivider or developer may make a request with a plat or site plan application for paying a fee in lieu of dedication with a written statement of intent to deposit money in the city's park and recreation development fund at the initial rates of those listed in the fee schedule of the City of Angleton for each lot in a single-family residential subdivision and for each dwelling unit in a duplex, townhouse, apartment, or other multi-family development.
- f. The amount of money in lieu of park acres shall be set by the city council and shall be reviewed annually and adjusted as market values warrant.
- g. After approval of the application of the city council, the subdivider or developer shall make payment of the approved amount of money to the city prior to plat recordation.

(Ord. No. 1-12-2018, § 1(Exh. A), 12-11-2018; Ord. No. 20210810-009, § 52, 8-10-21)



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Walter E. Reeves Jr., AICP, Development Services Director

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

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

As Council will recall, a development agreement was on the Council's December 14, 2021 agenda. It was approved subject to the conditions that the City's bond counsel review the document and that the development agreement be brought back to Council for approval if the City Attorney determined that there were substantive changes. After bond counsel review, the development agreement has been substantially revised and will need to be brought back to Council for approval. Negotiations with the developer and the developer's legal representation have been ongoing and the document is close to being finalized.

RECOMMENDATION:

N/A



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, Assistant Director of Development Services

AGENDA CONTENT: Discussion and possible action on Heritage Park Section Three Final Plat. Subject property is an approximate 11-acre tract of land proposed to have thirty lots, located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas north of Henderson Road and west of Heritage Park Drive and belonging to the Single Family Residential 7.2 (SF-7.2) zoning district.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

This is a request for a recommendation for approval for the final plat for the Heritage Park Section Three subdivision. The subject property is an approximate 11-acre tract of land proposed to have thirty lots, located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas north of Henderson Road and west of Heritage Park Drive and belonging to the Single Family Residential 7.2 (SF-7.2) zoning district.

Heritage Park Section Three is the third phase of the Heritage Park subdivision and includes phases one and two consisting of Bluebonnet Lanes North and South. With the inclusion of Phase Three, the Heritage Park Subdivision consists of 89 lots and a total of 15.872 acres.

In January 2022, a variance was granted to Section 23-11(I) of the Land Development Code which provides that subdivisions consisting of at least thirty lots must have a minimum of two points of vehicular access to an existing public right-of-way was granted.

The city engineer has provided a list of comments to be addressed in full, and several comments have already been addressed by the developer's engineer. Additionally, at the time of preparing this agenda item, the Angleton Fire Department had not reviewed the Elm Court turn radius at the terminating end of the street. The city engineer has requested AFD's review and approval.

Finally, in a review of prior phases of this project, staff became aware that the existing detention pond ("Reserve A," Phase 2) and common spaces within the subdivision are to be maintained by a homeowners' association and are presently not being managed by an HOA. As such, the existing

detention pond appears to be neglected, as trees and other vegetation have grown from the bottom of the pond.

On May 05, 2022, the Planning and Zoning Commission members voted to recommend approval of the proposed final plat for Section 3 of the Heritage Park subdivision, subject to clearing all city engineer comments and pending Angleton Fire Department's review and approval of the turn radii at the terminus of Elm Court (3 in favor/1 opposed/ 2absent – one member resigned).

Angleton Fire Department reviewed and approved the turn radius at the end of Elm Court.

UPDATE

On May 17, 2022, City staff met with developer Clint Peltier, Baker and Lawson, and Legal Counsel for Mr. Peltier to discuss the Homeowners' Association (HOA) at Heritage Park Section One. After hearing several complaints from Heritage Park residents after the preliminary plat went before Planning and Zoning and City Council earlier this year, staff and the City's engineer assessed the recommendation should be to recommend approval subject to the developer providing evidence to support a viable HOA and conducting a pond survey.

At the meeting, City staff learned that an HOA was filed in 2004, and the HOA Declaration of Covenants, Condition, and restrictions of Heritage Park Subdivision Section 1 provided that the developer cannot add additional to the subdivision after a period of 15 years. The developer's engineer suggested that an alternate name for the subdivision be created with a separate HOA. At the time of updating this item, an alternate name for Heritage Park Section 3 had not been provided to staff.

The ownership of the detention pond remains in question. The Brazoria County Appraisal District shows property ID 675057 as owned by Peltier Sebesta Investments, LLC., however, the Final (recorded) Plat for Section 2 of Heritage Park states:

"1) All drainage easements & reserves shown hereon shall be dedicated to and maintained by the Homeowners Association as stated in the Heritage Park covenants section 1.06 & 2.01 (File No. 2004065826).

2)All common areas & facilities shall be maintained by the homeowners association as stated in the Heritage Park Covenants Section 1.06 & 2.01, excluding the lift station and the 30' x 30' lift station easement. Common areas and facilities include but are not limited to: The section No. 1 O.R.B.C. Vol. 24 pg. 203 and deeded to the homeowners association by deed file No. 2010022289, wood fence along Henderson Rd., the entry features to the Heritage Park Subdivision and the lake/detention reserve for the Heritage Park Development."

It is unclear if the common areas and detention pond (Property ID 675057) were deeded and ownership transferred to the HOA. City has sought legal counsel's opinion.

With consideration to the additional information staff received regarding the possible ownership of the detention pond, common spaces, and deed restrictions excluding developer from adding additional lots to the Heritage Park subdivision, staff is willing to recommend approval subject to

the receipt of construction plans and plat that reflect no attachment to the Heritage Park subdivision and subdivision name change.

RECOMMENDATION:

Staff recommends conditional approval subject to the correcting all comments provided by the city engineer and the receipt of construction plans and plat that reflect no attachment to the Heritage Park subdivision or detention pond and subdivision name change.

May 4, 2022

Mr. Walter Reeves
Director of Development Services
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: On-Going Services
Heritage Park Sec. 3 Subdivision Plat and Plan Review – 2nd Submittal Review
Angleton, Texas
HDR Job No. 10283980

Dear Mr. Reeves:

HDR Engineering, Inc. (HDR) has reviewed the final plat and construction plans for the above referenced property and offers the following comments:

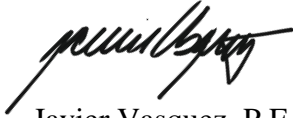
1. The Angleton Drainage District provided a letter of approval, dated April 26, 2022, with stipulations noted and is provided as an attachment in this review. No additional action is required.
2. Prior to bidding of the project, a geotechnical report shall be provided for review of the recommendations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

HDR takes no objection to the Heritage Park Sec. 3 Subdivision final plat and construction plans with the exceptions noted. Please note, this does not necessarily mean that the entire drawings, including all supporting data and calculations, has been completely checked and verified; however, the drawings and calculations are signed, dated, and sealed by a professional engineer licensed to practice in the State of Texas, which therefore conveys the engineer's responsibility and accountability.

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

Sincerely,

HDR Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Javier Vasquez', with a stylized flourish at the end.

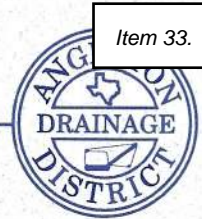
Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10283980)

Attachments

ANGLETON DRAINAGE DISTRICT

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



April 26, 2022

Clint Peltier Homes, LLC
765 Spur 28
Danbury, Texas 77534

Re: Heritage Park, Section III
Plat and Drainage & Detention Plan

Dear Mr. Peltier:

During the special public of the Angleton Drainage District held on April 19, 2022, the Board of Supervisors unanimously approved the plat, drainage and detention plan of Heritage Park, Section III as presented.

As presented, Heritage Park, Section III will consist of 30 residential lots 70-feet in width. There will also be a 0.31 unrestricted reserve "B". This development consists of 11-acres. The existing detention pond will be expanded to accommodate the addition of Section 111 to the subdivision.

If any structures are added to this site in the future, a subsequent review by the Angleton Drainage District will be required to ensure there are no adverse impacts to adjacent landowners.

Approval of this plat and drainage and detention plan in no way represents that Heritage Park, Section III, has complied with any federal, state, county or other law, statute, procedure or requirement of any type beyond the approval of the drainage and detention plan approved, with the stipulations listed in this letter, if any, by the District.

Should you have any questions regarding this matter, please contact the Angleton Drainage District at 979.849.2414, Monday through Thursday, 7:00 a.m. to 5:30 p.m.

Sincerely,

A handwritten signature in dark ink, appearing to read "David B. Spoor".

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

FIELD NOTES FOR 11.00 ACRE TRACT

BEING A TRACT OF LAND CONTAINING 11.00 ACRES (479,160 SQUARE FEET) OF LAND, LOCATED IN THE T.S. LEE SURVEY, ABSTRACT NUMBER (NO.) 318, IN BRAZORIA COUNTY, TEXAS, BEING A PORTION OF TRACT 20 OF THE OLIVER AND BARROWS SUBDIVISION UNDER VOLUME (VOL.) 2, PAGE 97 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), AND A PORTION OF DETENTION RESERVE "A" OF HERITAGE PARK SECTION ONE SUBDIVISION RECORDED UNDER VOL. 24, PAGE 203 OF THE B.C.P.R., BEING OUT OF A CALLED 38.00 ACRE TRACT RECORDED IN THE NAME OF ANGLETON INDEPENDENT SCHOOL DISTRICT UNDER BRAZORIA COUNTY CLERK'S FILE NO. 2009057153 AND A CALLED 4.929 ACRE TRACT RECORDED IN THE NAME OF ANGLETON INDEPENDENT SCHOOL DISTRICT UNDER B.C.C.F. NO. 2009057153; SAID 11.00 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) CENTRAL ZONE, PER GPS OBSERVATIONS):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "COBB FENDLEY" FOUND ON THE WEST LINE OF A CALLED 9.032 ACRE TRACT (140-FOOT DRAINAGE RIGHT-OF-WAY (R.O.W.)) RECORDED UNDER VOL. (86)239, PAGE 340 OF THE BRAZORIA COUNTY DEED RECORDS (B.C.D.R.), AT THE NORTHEAST CORNER OF RESERVE "A" OF HERITAGE PARK SECTION TWO RECORDED UNDER FILE NO. 2017045675 B.C.P.R., FOR THE SOUTHEAST CORNER OF SAID 4.929 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

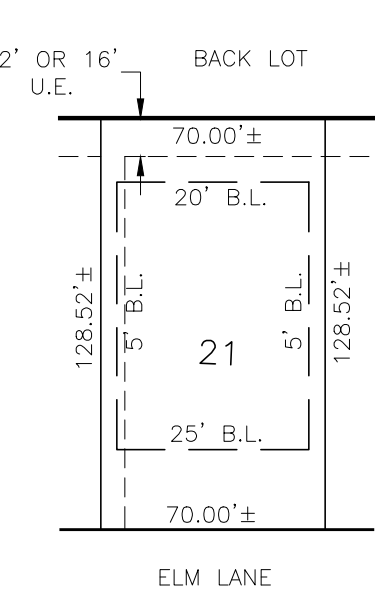
THENCE, WITH THE NORTH LINE OF SAID HERITAGE PARK SECTION TWO, BEING THE SOUTH LINES OF SAID 4.929 AND 38.00 ACRE TRACT, SOUTH 87 DEGREES 08 MINUTES 15 SECONDS WEST, AT A DISTANCE OF 361.46 FEET PASS A 5/8-INCH IRON ROD WITH CAP STAMPED "COBB FENDLEY" AT THE NORTHEAST CORNER OF THE TERMINUS LINE OF HERITAGE PARK DRIVE (60-FOET WIDE PER FILE NO. 2017045675 B.C.P.R.), ON THE WEST LINE OF SAID RESERVE "A", AT A DISTANCE OF 1,354.96 FEET PASS A 5/8-INCH IRON ROD WITH CAP STAMPED "COBB FENDLEY" FOUND AT THE COMMON NORTH CORNER OF LOTS 4 AND 5, BLOCK 1 OF SAID HERITAGE PARK SECTION TWO, CONTINUE IN ALL A DISTANCE OF 1,511.39 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET ON THE EAST LINE OF A CALLED 40.00 ACRE TRACT RECORDED IN THE NAME OF ANGLETON INDEPENDENT SCHOOL DISTRICT UNDER VOL. 841, PAGE 632 B.C.D.R., AT THE NORTHWEST CORNER OF SAID HERITAGE PARK SECTION TWO, FOR THE SOUTHWEST CORNER OF SAID 38.00 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EAST LINE OF SAID 40.00 ACRE TRACT, BEING THE WEST LINE OF SAID 38.00 ACRE TRACT, NORTH 02 DEGREES 51 MINUTES 13 SECONDS WEST, A DISTANCE OF 317.04 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

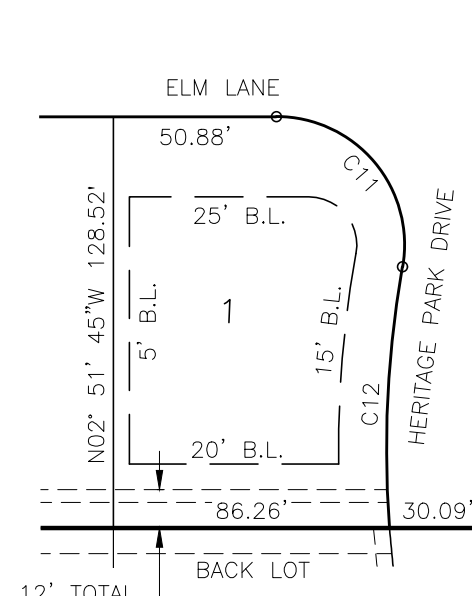
THENCE, THROUGH AND ACROSS SAID 38.00 AND 4.929 ACRE TRACTS, NORTH 87 DEGREES 08 MINUTES 15 SECONDS EAST, A DISTANCE OF 1,511.35 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET ON THE WEST LINE OF SAID ANGLETON DRAINAGE DISTRICT 9.032 ACRE TRACT, BEING THE EAST LINE OF SAID 4.929 ACRE TRACT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" FOUND AT THE NORTHEAST CORNER OF SAID DETENTION RESERVE "A" BEARS NORTH 02 DEGREES 51 MINUTES 41 SECONDS WEST, A DISTANCE OF 409.38 FEET;

THENCE, WITH THE WEST LINE OF SAID ANGLETON DRAINAGE DISTRICT 9.032 ACRE TRACT, BEING THE EAST LINE OF SAID 4.929 ACRE TRACT, SOUTH 02 DEGREES 51 MINUTES 41 SECONDS EAST, A DISTANCE OF 317.04 FEET TO THE **POINT OF BEGINNING**, CONTAINING 11.00 ACRES OF LAND, MORE OR LESS.

TYPICAL INTERIOR LOT



TYPICAL CORNER LOT



RESERVE TABLE

SYMBOL	DESCRIPTION	RESERVE USE	AREA
(A)	RESTRICTED RESERVE	RESTRICTED TO DETENTION USE	2.34 AC.
(B)	RESERVE LOT	RESIDENTIAL LOT OR RIGHT-OF-WAY	0.31 AC.

CURVE TABLE					
Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	163.43'	300.00'	31°12'49"	S08°01'08"W	161.42'
C3	15.50'	20.00'	44°24'55"	S70°39'17"E	15.12'
C4	234.60'	50.00'	268°49'50"	S02°51'45"E	71.43'
C5	15.50'	20.00'	44°24'55"	S64°55'47"W	15.12'
C6	50.19'	50.00'	57°30'37"	N77°12'08"W	48.11'
C7	41.88'	50.00'	47°59'21"	S50°02'53"W	40.67'
C8	42.74'	50.00'	48°58'29"	S01°33'58"W	41.45'
C9	44.33'	50.00'	50°48'15"	S48°19'24"E	42.90'
C10	55.46'	50.00'	63°33'09"	N74°29'54"E	52.66'
C11	69.76'	40.00'	99°55'48"	N42°53'51"W	61.25'
C12	81.93'	330.00'	14°13'30"	S00°02'42"E	81.72'
C13	179.62'	270.00'	38°06'59"	S10°56'37"W	176.33'
C14	20.16'	300.00'	3°51'00"	N28°04'37"E	20.15'
C15	76.33'	300.00'	14°34'43"	N18°51'45"E	76.13'

PARCEL TABLE		PARCEL TABLE	
LOT NO.	AREA S.F.	LOT NO.	AREA S.F.
1	10,984	21	8,996
2	9,446	22	8,996
3	9,446	23	8,996
4	9,446	24	8,996
5	9,446	25	8,996
6	9,446	26	8,996
7	9,446	27	8,996
8	9,446	28	8,996
9	9,446	29	8,996
10	9,446	30	8,996
11	9,446		
12	9,380		
13	7,895		
14	15,249		
15	10,714		
16	14,340		
17	8,896		
18	8,996		
19	8,996		
20	8,996		

LEGEND

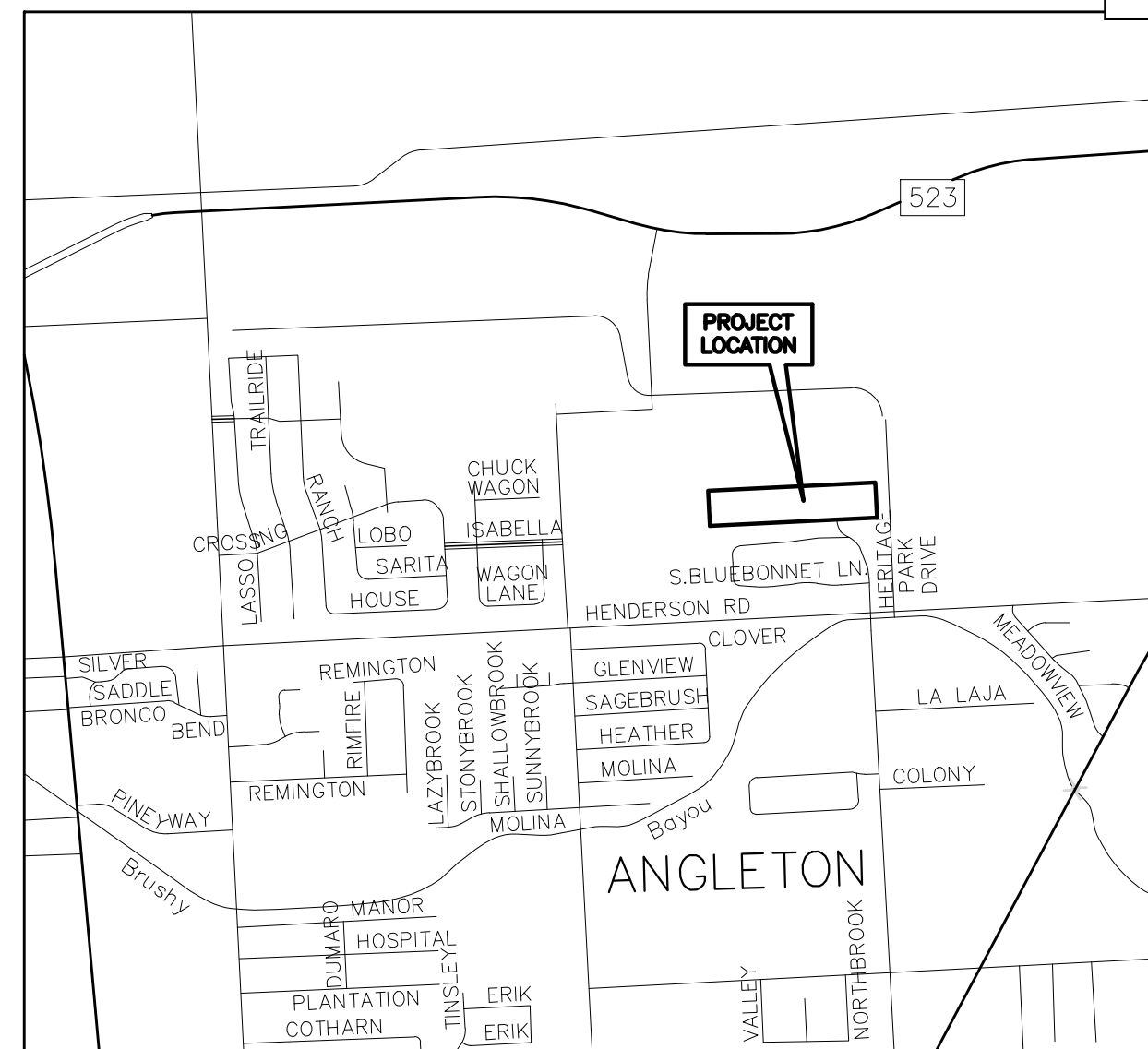
B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
B.L. = BUILDING LINE
BM = BENCHMARK
D.&D.E. = DRAINAGE AND DETENTION EASEMENT
FND = FOUND
I.R. = IRON ROD
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
U.E. = UTILITY EASEMENT
E.E. = ELECTRICAL EASEMENT
L.S. = LIFT STATION
VOL., Pg. = VOLUME, PAGE

SYMBOLS

○ = SET 5/8" I.R. W/CAP "BAKER & LAWSON"
● = FOUND MONUMENT (AS NOTED)
⊕ = (TBM) TEMPORARY BENCHMARK

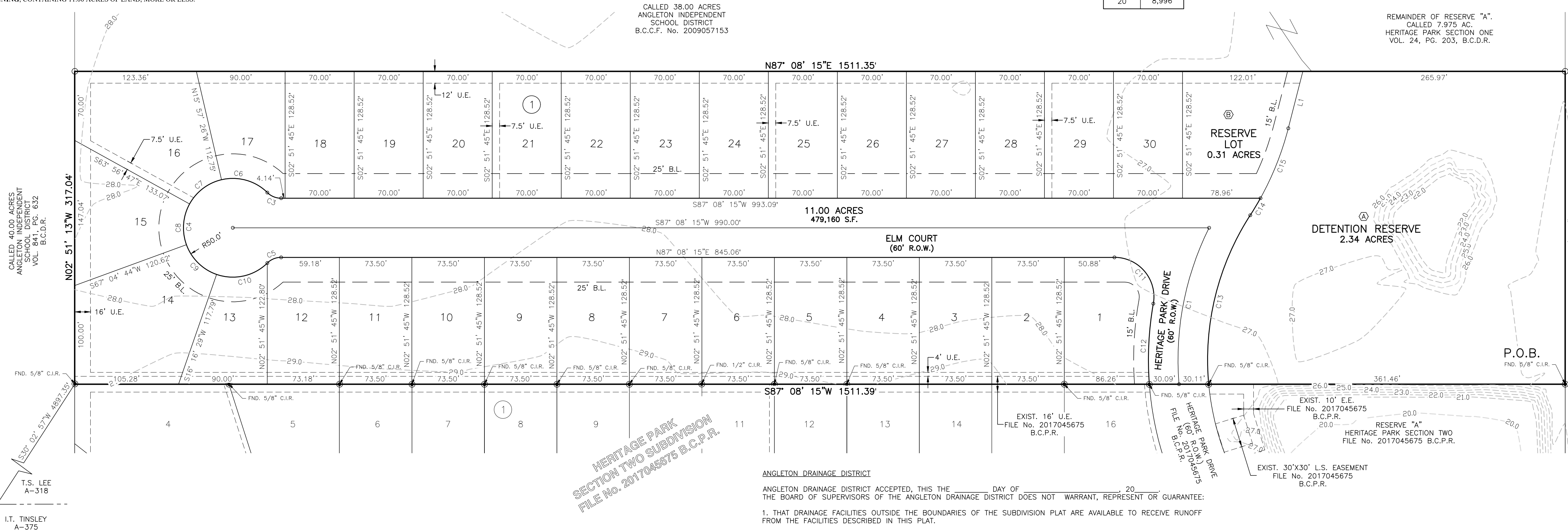
LINE TABLE		
Line No.	Length	Direction
L1	59.68'	N11°34'23"E

0 30' 60' 120'
SCALE : 1" = 60'

VICINITY MAP
NOT TO SCALE

NOTES:

- ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
- FLOOD ZONE STATEMENT:
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48039C0435K, REVISED DATE OF DECEMBER 30, 2020, THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- REFERENCE BENCHMARK:
NGS MONUMENT R1182 (PID AW1171):A BRASS DISK STAMPED R1182 SET ON CONCRETE CURB OF BRIDGE ON THE NORTH SIDE OF COUNTY ROAD 171, APPROXIMATELY 275 FEET SOUTHWEST OF INTERSECTION WITH CR 428. ELEVATION = 26.31 FEET NGVD29
- 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.
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- THE PROPERTY OWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF THE 2.34 AC. DETENTION RESERVE, PER LDC SEC. 23-19 RESERVATION.
- ALL REAR BUILDING LINES SHALL BE 20 FEET FROM PROPERTY LINE. SIDE BUILDING LINES SHALL BE 5 FEET FOR INTERIOR SIDE LOTS, 15 FEET FOR CORNER LOTS ADJACENT TO THE RIGHT-OF-WAY, AND 25 FEET FOR KEY CORNER LOTS. THE FRONT OF THE BUILDING LINE SHALL BE 25 FEET.
- THE OWNER, CLINT PELTIER, WILL BE RESPONSIBLE FOR MAINTENANCE OF RESERVE LOT B. RESERVE LOT B MAY BE RE-PLATTED AS A RESIDENTIAL LOT OR RIGHT-OF-WAY FOR FUTURE DEVELOPMENT.



OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Clint Peltier

Duly Authorized Agent

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared Clint Peltier known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____, 20____.

Notary Public
State of Texas

DEDICATION STATEMENT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Clint Peltier, do hereby adopt this plat designating the hereinabove described property as HERITAGE PARK SECTION 3, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

Drainage Easements Maintained by a Homeowners' Association.
STATE OF TEXAS §
COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successor, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision by and through a lawfully created homeowners' association to be created by the Owners. The Owners covenant and agree that such a homeowners' association (called "Association") shall be created prior to the final acceptance of the City. All Association documents shall be subject to the approval of the City and shall specifically contain covenants binding the Association to continuously maintain all Drainage Easements. Such covenants shall not relieve the individual lot owners of the responsibility to maintain the Drainage Easements should the Association default in the performance of its maintenance responsibility. The Association documents shall also contain provisions that they may not be amended with regard to the Drainage Easement maintenance responsibilities without the approval of the City. The fee simple title to all Drainage Easements shall always remain in the Association.

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

The City and Angleton Drainage District reserves the right, but not the obligation, to enter upon any Drainage Easement at any point, or points, with all rights of ingress and egress, to investigate, survey, erect, construct, or maintain any drainage facility deemed necessary by the City for drainage and safety purposes.

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

ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED, THIS ____ DAY OF _____, 20____, THAT THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

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

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

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

CHAIRMAN

MEMBER

MEMBER

PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

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

BILL GARWOOD, Chairman, Planning and Zoning Commission

FRANCES AGUILAR, City Secretary

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

JASON PEREZ, Mayor

FRANCES AGUILAR, City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

FRANCES AGUILAR, City Secretary, City of Angleton, on behalf of the City.

Notary Public
State of Texas

SIGNED:

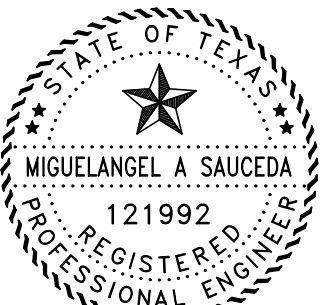
LUTHER J. DAILY, DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6150

KNOW ALL MEN BY THESE PRESENTS:

That I, Miguelangel A. Saucedo, do hereby certify that I prepared this plat from an ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

SIGNED:

MIGUELANGEL A. SAUCEDA, DATE
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 121992

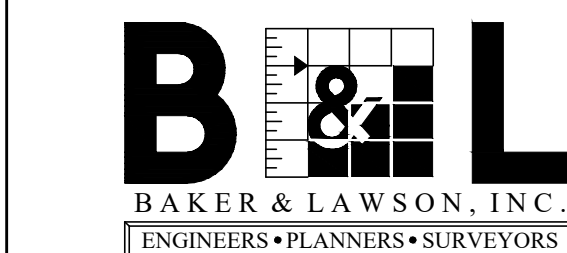


OWNER/DEVELOPER:
CLINT PELTIER
435 SPUR 28
DANBURY TEXAS 77534
cpchinvoices@gmail.com

REVISED:

FINAL PLAT

HERITAGE PARK SUBDIVISION SECTION 3 A 11.00 ACRE, 30-LOT, 1 BLOCK, 2 RESERVE SUBDIVISION BEING A PORTION OF TRACT 20 OF THE OLIVER AND BARROWS SUBDIVISION VOL. 2, Pg. 97, B.C.P.R. AND A PORTION OF DETENTION RESERVE "A" OF HERITAGE PARK SECTION ONE SUBDIVISION VOL. 24, PG. 97, B.C.P.R. LOCATED IN THE T.S. LEE SURVEY, ABSTRACT No. 318 IN BRAZORIA COUNTY, TEXAS



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

PROJECT NO.: 15012	SCALE: 1" = 60'	DRAWN BY: BT
DRAWING NO.: 15012 PLAT.DWG	DATE: 04/22/2022	CHECKED BY: LJD

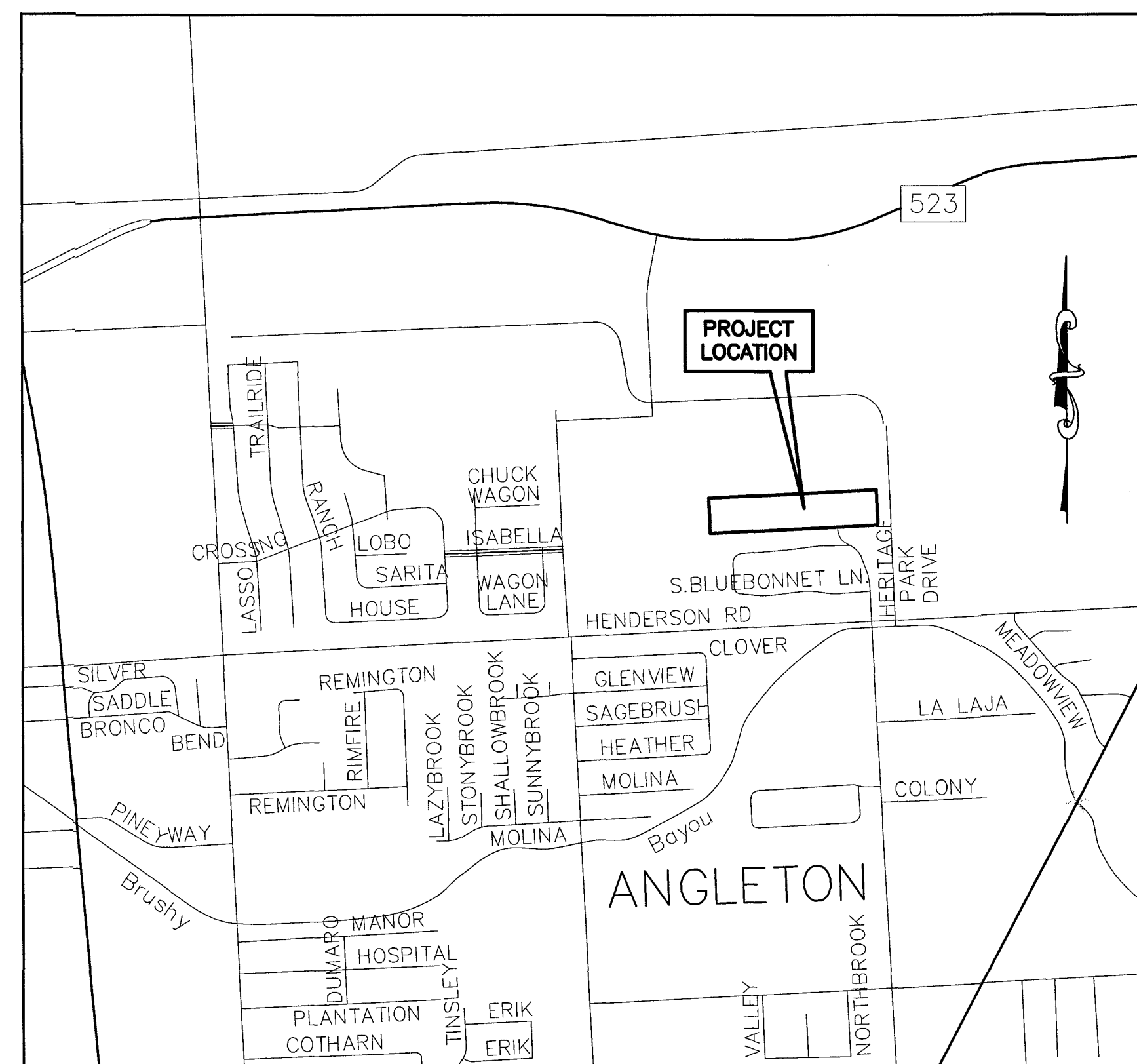
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SHEET NO. SHEET NAME

DETAIL SHEETS

SHEET NO. SHEET NAME

17	MISCELLANEOUS DETAILS
18	(SL-03) STORM SEWER MANHOLE CONSTRUCTION DETAILS
19	(SL-08) STORM SEWER INLET CONSTRUCTION DETAILS II
20	(SL-09) STORM SEWER INLET CONSTRUCTION DETAILS III
21	(SL-10) STORM SEWER CONSTRUCTION DETAILS
22	(SL-14) SANITARY SEWER CONSTRUCTION DETAILS
23	(SL-15) WATER LINE CONSTRUCTION DETAILS
24	(SL-16) WATER LINE CROSSING DETAILS
25	(SL-19) WATER LINE, SAN. SEW. F.M. BEDDING DETAILS
26	(SL-20) STORM SEW. BEDDING AND BACKFILL DETAILS
27	(SL-21) CONCRETE PAVEMENT CONSTRUCTION DETAILS
28	(SL-22) CONCRETE PAVEMENT CONSTRUCTION DETAILS
29	(SL-23) RESIDENTIAL CURB CONSTRUCTION DETAILS
30	(SL-25) WHEEL CHAIR RAMP & SIDEWALK DETAILS I
31	(SL-26) WHEEL CHAIR RAMP & SIDEWALK DETAILS II
32	(SL-33) GENERAL EROSION CONTROL NOTES
33	(SL-34) EROSION CONTROL DETAILS I
34	(SL-35) EROSION CONTROL DETAILS II



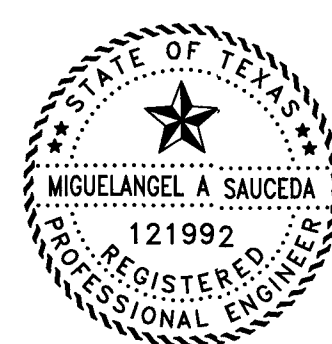
CITY OF ANGLETON

CITY COUNCIL

MIKEY SVOBODA
CECIL BOOTH
JOHN WRIGHT
TRAVIS TOWNSEN
MARK GONGORA

"All responsibility for the adequacy of these plans remains with the Engineer who prepared them. In approving these plans, the City of Angleton must rely on the adequacy of the work of the Design Engineer."

DESIGNED MS
DRAWN _____
CHECKED _____
DATE _____



OWNER:
Clint Peltier
Clint Peltier Custom Homes
979-481-4840

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

TITLE SHEET

PROJECT NO. 15012

GENERAL NOTES:

1. CONTACT THE ENGINEERING INSPECTORS WITH THE CITY'S DEVELOPMENT SERVICES AT (979) 849-4364 PRIOR TO STARTING WORK TO SCHEDULE A PRE-CONSTRUCTION MEETING.
2. CONTRACTOR IS RESPONSIBLE FOR HAVING ALL BURIED UTILITIES IDENTIFIED, PROTECTED, REPLACED AND/OR PROPERLY REPAIRED IF DAMAGED. REPAIRS/REPLACEMENT SHALL BE AT CONTRACTOR'S EXPENSE.
3. CONTRACTOR SHALL OBTAIN AND MAINTAIN ON SITE ALL APPLICABLE PERMITS AND AN APPROVED COPY OF THE PLANS AND SPECIFICATIONS. NOTIFY THE CITY'S ENGINEERING DEPARTMENT 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
4. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE CITY'S ENGINEERING DEPARTMENT 24 HOURS PRIOR TO WEEKDAY WORK REQUIRING INSPECTION INCLUDING, BUT NOT LIMITED TO, LIMING, PAVING OPERATIONS, CONCRETE PLACEMENT, FORMING AND SET-UP, DENSITIES, PIPE INSTALLATION, AND ANY TESTING BY LABORATORIES. THE ENGINEERING DEPARTMENT MAY BE REACHED AT 979-849-4364 OR BY CONTACTING THE ASSIGNED INSPECTOR.
5. ALL SATURDAY WORK SHALL BE REQUESTED, IN WRITING, WITH THE CITY'S ENGINEERING DEPARTMENT AT LEAST 48-HOURS IN ADVANCE. SUNDAY AND HOLIDAY WORK REQUIRES 72 HR. WRITTEN REQUESTS AND MUST BE APPROVED BY THE CITY ENGINEER. REQUIRED INSPECTIONS MAY BE SUBJECT TO INSPECTION FEES. NON-NOTIFICATIONS MAY RESULT IN NON-COMPLIANCE, WORK ORDERED STOPPAGE AND DOUBLE INSPECTION FEES.
6. FULL-TIME RESIDENT INSPECTION BY THE PROJECT ENGINEER'S REPRESENTATIVE SHALL BE PROVIDED AT ALL CRITICAL POINTS OF CONSTRUCTION OR AS DEEMED NECESSARY BY THE CITY OF ANGLETON.
7. FOLLOW-UP INSPECTIONS OF ALL PUBLIC INFRASTRUCTURE SHALL BE SCHEDULED WITHIN 60 DAYS OF THE INITIAL INSPECTION. COMPLETE RE-INSPECTION AND A NEW PUNCH LIST MAY BE REQUIRED AFTER THE 60 DAY PERIOD.
8. DESIGN AND CONSTRUCTION SHALL CONFORM TO THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS, THE CITY OF SUGAR LAND DESIGN MANUAL (ISSUED 2007), AND THE CITY OF SUGAR LAND STANDARD DETAIL SHEETS. THE CITY OF SUGAR LAND DESIGN STANDARDS SHALL BE ACQUIRED (AND USED) FROM THE ENGINEERING DEPARTMENT, THE LATEST REVISIONS AND/OR AMENDMENTS SHALL BE OBSERVED. WHERE CONFLICT MAY ARISE BETWEEN INFORMATION ON APPROVED CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS AND CITY OF SUGAR LAND STANDARDS, THEN THE CITY DESIGN STANDARDS SHALL GOVERN.
9. ALL STATIONS ARE CENTERLINE OF STREET RIGHT-OF-WAY UNLESS OTHERWISE NOTED ON THE PLANS EXCEPT IN SIDE OR BACK LOT EASEMENTS WHERE CENTERLINE IS CENTER OF PIPE. IN EASEMENTS WHERE SANITARY AND STORM SEWER ARE PRESENT PARALLEL, STATIONS SHALL BE BASED ON CENTERLINE OF STORM SEWER PIPING.
10. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. ANY DRAINAGE AREA OR STRUCTURE DISTURBED, DURING CONSTRUCTION, SHALL BE RESTORED TO THE SATISFACTION OF THE CITY OF ANGLETON. ALL CONSTRUCTION STORM RUNOFF SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF SUGAR LAND DESIGN STANDARDS. IF NON-COMPLIANCE OCCURS, CONTRACTOR SHALL REMEDY IMMEDIATELY AT HIS OWN EXPENSE.
11. ANY POLLUTION CONTROL DEVICE, SOD, OR SEEDED AREA DAMAGED, DISTURBED, OR REMOVED SHALL BE REPLACED OR REPAIRED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR WATERING ANY SEED OR SOD WHICH HE HAS INSTALLED UNTIL ADEQUATE GROWTH IS ACHIEVED TO PREVENT EROSION.
12. STORM WATER POLLUTION PROTECTION SHALL BE DESIGNED, CONSTRUCTED, MAINTAINED AND SHALL BE IN TOTAL COMPLIANCE WITH THE STORM WATER QUALITY MANUAL OF THE CITY OF ANGLETON.
13. ANY MATERIALS OR WORKMANSHIP NOT MEETING OR EXCEEDING CITY OF SUGAR LAND STANDARDS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
14. THE CONTRACTOR SHALL KEEP THE STREETS, RIGHT-OF-WAY, AND WORK AREA CLEAN OF DIRT, MUD, AND DEBRIS AS NEEDED OR AS REQUIRED BY CITY STAFF.
15. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL REQUIRED TRAFFIC SAFETY CONTROL DEVICES UP TO AND INCLUDING FLAGMEN OR POLICE OFFICERS, IF DEEMED NECESSARY BY THE CITY OF ANGLETON.
16. THE CONTRACTOR SHALL CONTACT THE CITY OR LOCAL MUD AS APPROPRIATE TO OPERATE EXISTING UTILITIES AND PRIOR TO MAKING TIE-INS.
17. ALL BACKFILL WITHIN PUBLIC RIGHTS-OF-WAY OR EASEMENTS SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY (IN 8 INCH LIFTS) AND TESTED FOR ±2% OPTIMUM MOISTURE BY AN APPROVED LAB.
18. IT IS PERMISSIBLE TO USE A BACKHOE FOR TRENCH EXCAVATION IN LIEU OF A TRENCHING MACHINE.
19. THE CONTRACTOR SHALL NEVER UNLOAD ANY TRUCK- TYPE VEHICLE OR EQUIPMENT ON ANY EXISTING PAVEMENT OR CROSS OVER ANY EXISTING PAVEMENT OR CURB.
20. ALL FINISH GRADES ARE TO CONFORM TO A MINIMUM SLOPE OF 6" PER 100 FT. POSITIVE DRAINAGE IS DEPICTED BY ARROWS.
21. CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT ALL "POINTS OF CROSSING" TO DETERMINE IF CONFLICTS EXIST BEFORE COMMENCING ANY CONSTRUCTION. NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICT.
22. ALL FINISHED GRADES SHALL VARY UNIFORMLY BETWEEN FINISHED ELEVATIONS.
23. ALL TESTING PROCEDURES SHALL CONFORM TO THE CITY OF SUGAR LAND STANDARDS. THE INITIAL TESTING EXPENSE SHALL BE BORNE BY THE OWNER. IF ANY OF THE TESTS DO NOT MEET THE TESTING STANDARDS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE OR REPLACE SUCH MATERIAL SO THE TESTING STANDARDS CAN BE MET. ADDITIONAL TESTING TO MEET COMPLIANCE SHALL BE AT THE CONTRACTOR'S EXPENSE.
24. CONTRACTOR SHALL PROVIDE SHEETING, SHORING, AND BRACING AS NECESSARY TO PROTECT WORKMEN AND EXISTING UTILITIES DURING ALL PHASES OF CONSTRUCTION AS PER O.S.H.A. REQUIREMENTS.
25. ALL MATERIALS AND WORKMANSHIP NOT GOVERNED BY CITY STANDARDS SHALL CONFORM TO THE LATEST VERSION OF THE TXDOT STANDARD SPECIFICATIONS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND ANY REVISIONS THERETO.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFEGUARDING AND PROTECTING ALL MATERIALS AND EQUIPMENT STORED ON THE JOBSITE IN A SAFE AND WORKMAN-LIKE MANNER (DURING AND AFTER WORKING HOURS), UNTIL JOB COMPLETION.
27. THE LOADING AND UNLOADING OF ALL PIPE, VALVES, HYDRANTS, MANHOLES, AND OTHER ACCESSORIES SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICES AND SHALL BE PERFORMED WITH CARE TO AVOID ANY DAMAGE TO THE MATERIAL. THE CONTRACTOR SHALL LOCATE AND PROVIDE THE NECESSARY STORAGE AREAS FOR MATERIAL AND EQUIPMENT.
28. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, AND LABOR FOR EXCAVATION, INSTALLATION, AND COMPLETION OF THE PROJECT AS SHOWN ON THE PLANS AND SPECIAL PROVISIONS TO COMPLY WITH CITY OF SUGAR LAND STANDARDS.
29. NO PRIVATE UTILITIES (I.E., PHONE, CABLE T.V., ELECTRICITY, ETC.) SHALL BE INSTALLED WITHIN 4 FEET BACK OF CURB.
30. PLANS DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF THE REGISTERED PROFESSIONAL ENGINEER(S) HEREON DOES NOT EXTEND TO ANY SUCH SYSTEMS THAT MAY NOW OR HEREFTER BE INCORPORATED IN THE PLANS. THE CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING CURRENT OSHA STANDARDS FOR TRENCH SAFETY SYSTEMS, SEALED BY A LICENSED PROFESSIONAL ENGINEER. APPROPRIATE TRENCH SAFETY PLANS SHALL BE SUBMITTED BY THE CONTRACTOR PRIOR TO EXECUTION OF A CONTRACT FOR HIS WORK.

CONCRETE/PAVING NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND AUTHORIZATION REQUIRED BY CITY OF ANGLETON.
2. CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO CONSTRUCTION AND WILL REPAIR OR REPLACE ANY DAMAGE AT CONTRACTOR'S EXPENSE.
3. PAVING CONTRACTOR SHALL PROTECT WATER, SEWER, AND DRAINAGE FACILITIES AND WILL REPLACE ANY DAMAGED FACILITIES AT HIS OWN EXPENSE. ALL MANHOLES AND VALVES WITHIN THE PAVEMENT AREA SHALL BE ADJUSTED TO FINISH GRADE BY THE PAVING CONTRACTOR WITH THE USE OF APPROVED BLOCKOUTS.
4. WHEN THE TOP OF CURB OR BOTTOM OF SIDEWALK SLAB ELEVATION VARIES FROM THE NATURAL GROUND, THE PAVING CONTRACTOR SHALL BACKFILL IN LAYERS NOT EXCEEDING 8-INCHES IN DEPTH. EACH LAYER WILL BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY. THE DISTURBED AREA SHALL BE SEED, SOODED, FERTILIZED, AND/OR SILT BARRIER FENCED WITHIN 10 WORKING DAYS. THE TYPE OF POLLUTION CONTROL WILL BE DETERMINED BY THE APPROVED PLANS AND/OR THE CITY OF ANGLETON CITY ENGINEER.
5. ALL PAVING SHALL BE IN ACCORDANCE WITH THE CITY OF SUGAR LAND DESIGN STANDARDS, APPROVED PLANS AND SPECIFICATIONS WITH THE LATEST REVISIONS OR AMENDMENTS. IN THE EVENT OF A CONFLICT, THE CITY OF SUGAR LAND DESIGN STANDARDS GOVERNS.
6. PAVING CONTRACTOR SHALL PROVIDE AND MAINTAIN SILT PROTECTION FENCES ON ALL STAGE I CURB INLETS. THE PAVING CONTRACTOR SHALL MAINTAIN ANY OTHER POLLUTION CONTROLS ESTABLISHED, I.E., ADDITIONAL SILT BARRIERS, SANDBAGS, ETC., FOR THE DURATION OF THE PROJECT. ANY DAMAGED OR MISSING DEVICES SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
7. EXISTING PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, ETC., DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO THE CITY OF SUGAR LAND STANDARDS AT THE CONTRACTOR'S EXPENSE.
8. CONDITION OF THE WORK AREA (INCLUDING ROADS, RIGHT-OF-WAYS, ETC.) UPON COMPLETION OF THE JOB SHALL BE AS GOOD OR BETTER THAN THE CONDITION PRIOR TO STARTING THE WORK.
9. ALL DRIVEWAYS WILL BE LOCATED TO AVOID EXISTING CURB INLET STRUCTURES.
10. REDWOOD AND KEYWAYS SHALL NOT INTERSECT WITHIN 2 FEET OF AN INLET.
11. AT INITIAL AND FINAL INSPECTIONS THE PAVEMENT WILL BE FLOODED TO CHECK FOR BIRDBATHS AND CRACKS. FLOODING OF STREETS SHALL OCCUR 1 HOUR PRIOR TO INSPECTION.
12. ALL CONCRETE PLACED SHALL BE UNIFORMLY SPRAYED WITH A MEMBRANE CURING COMPOUND AS DESCRIBED IN ITEM 526 IN THE TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. IMPROPER APPLICATION WILL RESULT IN THE REJECTION OF THE CONCRETE.

13. SIX (6) INCH, 5.5 SK, 3500 PSI @ 28 DAYS, REINFORCED WITH #4 REBAR, 24" C-C EACH WAY IS THE MINIMUM ACCEPTABLE CONSTRUCTION FOR LOCAL STREETS.
14. SEVEN (7) INCH, 5.5 SK, 3500 PSI @ 28 DAYS, REINFORCED WITH #4 REBAR, 18" C-C EACH WAY IS THE MINIMUM ACCEPTABLE PAVEMENT CONSTRUCTION FOR COLLECTOR STREETS.
15. EIGHT (8) INCH, 5.5 SK, 3500 PSI @ 28 DAYS, REINFORCED WITH #4 18" C-C EACH WAY IS THE MINIMUM ACCEPTABLE FOR ARTERIAL STREETS.
16. WHEN CONCRETE PAVEMENT INTERSECTS THICKER PAVEMENT, THE THICKER PAVEMENT SHALL BE CONSTRUCTED TO THE ENDS OF ALL CURB RETURNS.
17. ALL RETURNS SHALL HAVE A MIN. 25 FT. RADIUS. AT THE FACE OF CURB UNLESS OTHERWISE NOTED.
18. ALL INTERSECTIONS SHALL BE CONSTRUCTED WITH WHEELCHAIR RAMPS IN ACCORDANCE WITH THE TEXAS ACCESSIBILITY STANDARD, THE AMERICAN DISABILITIES ACT, AND THE CITY OF SUGAR LAND STANDARDS (LATEST REVISIONS). (NO BLOCKOUTS).
19. CONCRETE SIDEWALKS SHALL BE CONSTRUCTED WITHIN EACH STREET RIGHT-OF-WAY IN ACCORDANCE WITH CITY OF SUGAR LAND, THE A.D.A., AND THE T.A.S. STANDARDS (LATEST REVISIONS).
20. CRACKS LARGER THAN 1/16-INCH ARE NOT ACCEPTABLE IN NEW PAVEMENT. CRACKS 1/16-INCH OR LESS SHALL BE ADDRESSED ON AN INDIVIDUAL BASIS BY DRILL AND EPOXY INJECTION, SUBJECT TO APPROVAL OR REJECTION.
21. PROPER TESTING AND LAB DOCUMENTATION IS REQUIRED. FAILURE TO MEET THE MINIMUM PAVEMENT REQUIREMENTS WILL RESULT IN THE REJECTION OF SAID PAVEMENT. IMMEDIATE REMOVAL AND REPLACEMENT OF SUBSTANDARD PAVEMENT SECTIONS WILL BE NECESSARY TO SATISFY THESE REQUIREMENTS.
22. 4-CONCRETE CYLINDERS, SLUMP, AND AIR ENTRAINMENT TESTS ARE REQUIRED FOR EACH 100 CUBIC YARDS OF CONCRETE PAVING WITH A MINIMUM OF ONE SET OF 4 PER PLACEMENT. THE CITY OF ANGLETON RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL TESTS AT THE CONTRACTOR'S EXPENSE, IF ANY MATERIAL APPEARS BELOW STANDARDS.
23. NO. 3 REBAR, 18-INCH C-C E.W. IS THE MINIMUM ACCEPTABLE FOR SIDEWALKS. NUMBER 4-REBAR, 24-INCH C-C E.W. IS THE MINIMUM ACCEPTABLE FOR COMMERCIAL APPROACHES, HANDICAP RAMPS, RESIDENTIAL APPROACHES AND DRIVEWAYS.
24. COLD WEATHER PRECAUTIONS. CONCRETE PAVEMENT SHALL NOT BE PLACED WHEN THE AMBIENT TEMPERATURE IS 40°F AND FALLING. CONCRETE MAY BE PLACED IF THE AMBIENT TEMPERATURE IS 35°F AND RISING. CONTRACTOR SHALL PROVIDE AN APPROVED COVERING MATERIAL (COTTON MATS, POLYETHYLENE SHEETING, ETC.) IN THE EVENT TEMPERATURE SHOULD FALL BELOW 32°F. NO SALT OR OTHER CHEMICALS SHALL BE ADDED TO CONCRETE TO PREVENT FREEZING.
25. HOT WEATHER: NO CONCRETE PAVEMENT MIXTURE SHALL BE PLACED IF THE MIXTURE TEMPERATURE IS ABOVE 95°F. AIR AND WATER REDUCER ARE REQUIRED IF MIXTURE TEMPERATURE REACHES 85°F OR ABOVE.
26. IF NO AIR AND WATER REDUCER HAS BEEN ADDED, NO CONCRETE SHALL BE PLACED IF MORE THAN 60 MINUTES PAST BATCH TIME. IF AIR AND WATER REDUCER HAS BEEN ADDED, NO CONCRETE SHALL BE PLACED IF MORE THAN 90 MINUTES PAST BATCH TIME.
27. STRUCTURE TEMPERATURES AND TIMING FOR CONCRETE PLACEMENT MAY VARY. REFER TO TXDOT STANDARDS ITEM 420 FOR DETAILS.
28. TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT ALL POINTS OF CURVATURE, POINTS OF TANGENCY AND ALL INTERSECTION CURB RETURN POINTS. MAXIMUM SPACING SHALL BE 200' AND BE SEALED WITH SEALANT CONFORMING TO TXDOT ITEM 360 (& ITEM 438) AND TXDOT DMS-6310, CLASS-2.
29. CONTROL JOINTS SHALL BE PLACED AT 20' C-C.
30. EXPANSION JOINT LAYOUT FOR INTERSECTIONS SHALL BE PROVIDED BY ENGINEER FOR CITY APPROVAL.
31. NO WIRE MESH IS ALLOWED IN ANY CONCRETE WITHIN THE CITY LIMITS OR ETJ.
32. ALL REBAR SHALL BE 100% TIED. OVERLAPS SHALL BE DOUBLE TIED MINIMUM. REINFORCED STEEL BE A MINIMUM 60% COVERAGE.
33. ALL NEW CURB REQUIRES 3,500 P.S.I. @ 28-DAYS. 4 CONCRETE CYLINDERS, SLUMP, AND AIR ENTRAINMENT TESTS ARE REQUIRED FOR EACH 500 CUBIC YARDS OF CONCRETE CURB WITH A MINIMUM OF ONE SET OF 4 PER PLACEMENT.
34. A CITY INSPECTOR MUST BE PRESENT ON ALL PROOF ROLLS, LIME DEPTH CHECKS AND DENSITY TESTS AND MUST BE CONTACTED AT LEAST 24 HOURS PRIOR TO THE TEST.
35. CONCRETE MIX DESIGN MUST BE SENT TO THE CITY FOR APPROVAL A MINIMUM 72 HOURS BEFORE THE FIRST CONCRETE POUR.
36. FOR A REGULAR MIX, SLUMP SHALL BE A MAXIMUM OF 5". FOR A MIX WITH A WATER REDUCER, SLUMP SHALL BE A MAXIMUM OF 8".
37. VEHICLES OF ALL TYPES ARE PROHIBITED FROM DRIVING ON NEW PAVEMENTS SEVEN (7) DAYS AFTER THE CONCRETE POUR AND UNTIL THE CONCRETE HAS REACHED A MINIMUM OF 3,000 PSI. PAVEMENT PROTECTION SUCH AS A DIRT LAYER OF AT LEAST 12" IS REQUIRED FOR TRACK EQUIPMENT AT PAVEMENT CROSSINGS.
38. IN LIEU OF MECHANICALLY CONTROLLED VIBRATORS CONTROLLED BY A SLIP-FORM PAVING MACHINE, HAND MANIPULATED MECHANICAL VIBRATORS SHALL BE USED FOR PROPER CONSOLIDATION OF CONCRETE IN ALL PAVEMENT AREAS (ALONG FORMS, AT JOINTS, ETC.)
39. ALL CONCRETE STREETS AND BRIDGE SURFACES SHALL HAVE A "BAKER BROOM" FINISH, WHILE ALL OTHER CONCRETE PLACEMENT SHALL HAVE A MEDIUM BROOM FINISH.
40. ALL PAVEMENT MARKINGS TO BE DONE IN CONFORMANCE WITH THE LATEST VERSION OF TMUTCD AND TXDOT STANDARD SPECIFICATIONS AND ANY REVISIONS THERETO.
41. REFER TO GENERAL NOTES.

CEMENT STABILIZED SAND:

1. ALL STABILIZED SAND SHALL BE A MINIMUM OF 1.5 SK PER CUBIC YARD.
2. CEMENT STABILIZED SAND (C.S.S.) SHALL ACHIEVE A MINIMUM OF 100 PSI WITHIN 48 HOURS.
3. A MINIMUM OF 2 RANDOM SAMPLES SHALL BE TAKEN EACH WEEK. (FOR SMALLER PROJECTS, ONE SAMPLE MAY SUFFICE WITH CITY OF SUGAR LAND APPROVAL.) THE CITY OF ANGLETON RESERVES THE RIGHT TO REQUIRE ADDITIONAL TESTS, AT THE CONTRACTOR'S EXPENSE IF IT IS DEEMED NECESSARY.
4. ANY C.S.S. NOT MEETING CITY OF SUGAR LAND STANDARDS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
5. BOTH CEMENT CONTENT AND COMPRESSIVE TESTS SHALL BE CONDUCTED ON C.S.S. SAMPLES.
6. ALL C.S.S. SHALL BE COMPACTED IN MAXIMUM OF 8-INCH LIFTS AND REQUIRED TO REACH A MINIMUM DENSITY OF 95%.
7. REFER TO GENERAL NOTES.

BANK SAND:

1. BANK SAND IS DEFINED AS A WELL-GRADED SAND, FREE OF SILT, CLAY, FRIABLE OR SOLUBLE MATERIALS AND ORGANIC WATER, MEETING THE UNIFIED SOILS CLASSIFICATIONS SYSTEM GROUP SYMBOL SW CRITERIA WITH A PLASTICITY INDEX OF LESS THAN 10. NO MORE THAN 12% OF MATERIAL CAN PASS THE No. 200 SIEVE.

LIMING SUBGRADE:

1. LIME SHALL BE A "SLURRY" AS PER TXDOT 260 UNLESS SPECIFICALLY RECOMMENDED BY THE GEOTECHNICAL ENGINEER AND APPROVED BY THE CITY ENGINEER.
2. ALL LIME SLURRIES SHALL BE FURNISHED AT OR ABOVE THE MINIMUM "DRY SOLIDS" CONTENTS AS APPROVED BY THE ENGINEER.
3. SUBGRADES SHALL BE STABILIZED WITH A MINIMUM SIX PERCENT (6%) LIME BY WEIGHT, EIGHT INCHES (8") THICK THE INITIAL MIX TO REDUCE PLASTICITY INDEX (PI) TO 20 OR LESS AS DETERMINED BY THE LIME SERIES. THE FINAL MIX SHALL BE AT SIX INCHES (6") THICK.
4. LIME DRY SOLID CONTENT TESTS SHALL BE CONDUCTED ON SITE, ONCE PER ONE HUNDRED (one hundred) TONS OF MATERIAL DISTRIBUTED, UNLESS OTHERWISE NOTED.
5. THE SUBGRADE SHALL BE SHAPED AND GRADED TO CONFORM TO THE TYPICAL SECTIONS, AS SHOWN ON THE PLANS, PRIOR TO TREATING THE EXISTING MATERIAL.
6. UNLESS APPROVED BY THE CITY ENGINEER, LIME OPERATIONS SHALL NOT BE STARTED WHEN THE AMBIENT AIR TEMPERATURE IS BELOW 40F. AND FALLING. LIMING MAY, WITH APPROVAL, BE STARTED WHEN THE AMBIENT AIR TEMPERATURE IS 35F AND RISING. LIME SHALL NOT BE PLACED WHEN WEATHER CONDITIONS, IN THE ENGINEER'S OPINION, ARE UNSUITABLE.
7. THE SUBGRADE MATERIAL AND SLURRY SHALL BE THOROUGHLY MIXED, BROUGHT TO THE PROPER MOISTURE CONTENT (±2) AND LEFT TO CURE USUALLY 3 DAYS (72 HRS.) MINIMUM AS APPROVED BY THE CITY ENGINEER.
8. AFTER CURING, THE SUBGRADE SHALL BE REMIXED UNTIL PULVERIZATION REQUIREMENTS ARE MET, AS PER TXDOT. TEX-101-E, PART III.

PERCENT MINIMUM PASSING 1-3/4" SIEVE	100
PERCENT MINIMUM PASSING 3/4" SIEVE	85
PERCENT MINIMUM PASSING No. 4 SIEVE	60
9. SIEVE TESTS SHALL BE CONDUCTED EVERY 150 LF ON ALTERNATING LANES OF TRAFFIC OR EVERY 300 LF ON SINGLE LANES AS REQUIRED. AT LEAST ONE TEST SHALL BE CONDUCTED ON EACH ROADWAY OR CUL-DE-SAC.

10. THE MATERIAL SHALL BE AERATED OR MOISTENED TO + OR -2% OPTIMUM PRIOR TO COMPACTION. COMPACTION TO A MINIMUM 95% DENSITY SHALL BEGIN IMMEDIATELY AFTER ALL PULVERIZATION AND MOISTURE REQUIREMENTS ARE MET. THROUGHOUT THIS ENTIRE OPERATION, THE SURFACE SHALL BE SMOOTH AND IN CONFORMITY WITH THE LINES AND GRADES ON THE PLANS.
11. WHEN THE SUBGRADE FAILS TO MEET DENSITY REQUIREMENTS OR SHOULD IT LOSE THE REQUIRED STABILITY, DENSITY OR FINISH, IT SHALL BE REWORKED IN ACCORDANCE WITH TXDOT SUBARTICLE 260.4(7) "REWORKING A SECTION", WHICH MAY REQUIRE AN ADDITIONAL 25% OF THE SPECIFIED LIME AMOUNT.
12. THE TREATED SUBGRADE SHALL BE KEPT MOIST AND PREVENTED FROM DRYING. IN THE EVENT OF A ONE-HALF (1/2) INCH RAINFALL AND/OR IF THE MATERIAL BECOMES DRY AND IS NOT IN COMPLIANCE WITH THE ±2% OPTIMUM MOISTURE, DENSITY AND MOISTURE TESTS SHALL BE RETAKEN.
13. LIME DEPTH DETERMINATIONS WILL BE CONDUCTED AT EACH LOCATION OF DENSITY TESTING. LIME-STABILIZED SUBGRADE SHALL BE A MINIMUM OF 6% AT 8" UNLESS OTHERWISE DIRECTED BY CITY ENGINEER. DENSITY TESTING SHALL BE DONE IMMEDIATELY PRIOR TO PLACEMENT OF REINFORCING STEEL AND SHALL BE COMPACTED TO A MINIMUM OF 95%. LIME DEPTH TESTS SHALL BE CONDUCTED AT EVERY 150 LF OF ROADWAY ON ALTERNATING LANES OR EVERY 300 LF OF SINGLE LANE. AT LEAST ONE TEST SHALL BE CONDUCTED ON EACH ROADWAY AND/OR CUL-DE-SAC.
14. NO SUBGRADE SHALL BE COVERED WITH ANOTHER MATERIAL UNLESS APPROVED BY THE CITY OF ANGLETON AND LIME DEPTH TESTS HAVE BEEN COMPLETED.

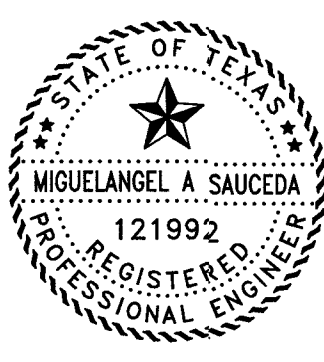
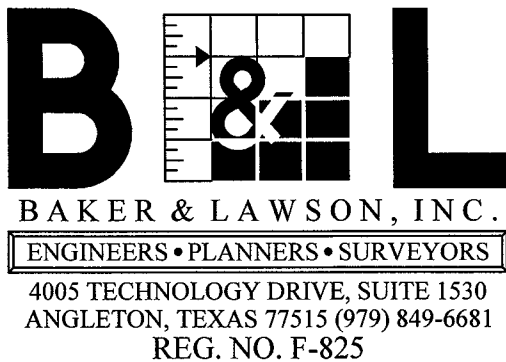
STABILIZED CRUSHED CONCRETE:

1. TEST AND ANALYSIS OF AGGREGATE AND BINDER MATERIALS WILL BE PERFORMED IN ACCORDANCE WITH ASTM D 1557 AND ASTM D 4318. CEMENT SHALL BE ASTM C 150 TYPE I.
2. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES (1993) AND ITS LATEST REVISIONS AND CITY OF SUGAR LAND STANDARDS.
3. PRIME COAT SHALL BE M.C. 30 OR EPR-1 PRIME.
4. DESIGN MIX FOR MINIMUM AVERAGE COMPRESSIVE STRENGTH OF 200 PSI IN 48 HRS. PROVIDE MINIMUM CEMENT CONTENT OF 2 SK PER TON OF MIX. CEMENT CONTENT MAY BE RAISED AT THE CONTRACTOR'S EXPENSE IF TESTS ON FIELD SAMPLES FALL BELOW 200 PSI.
5. THREE SAMPLES SHALL BE MOLDED EACH DAY FOR EACH 300 TONS OF PRODUCTION. COMPRESSIVE STRENGTH SHALL BE THE AVERAGE OF THREE TESTS FOR EACH PRODUCTION LOT. CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE, ANY MATERIAL BELOW MINIMUM REQUIREMENTS.
6. CONTRACTOR SHALL VERIFY LINES, GRADES, AND COMPACTED SUBGRADING AS READY TO RECEIVE MATERIALS PRIOR TO ITS PLACEMENT.
7. CEMENT STABILIZED BASE MAY NOT BE PLACED IF AMBIENT TEMPERATURE IS 40°F AND FALLING. BASE MATERIAL MAY BE PLACED IF AMBIENT TEMPERATURE IS 35°F AND RISING.
8. MATERIAL MAY NOT BE PLACED IN LIFTS EXCEEDING 6 INCHES IN DEPTH. EACH LIFT SHALL HAVE DENSITIES TAKEN.
9. CEMENT STABILIZED BASE MAY NOT BE STORED FOR LONG PERIODS. DELIVERY OF MATERIAL AND UTILIZATION SHOULD BE TIMED ACCORDINGLY. MAXIMUM TIME ALLOWED 3 HRS. FROM BATCH TIME TO HAVING BEEN INSTALLED.
10. CEMENT STABILIZED BASE SHALL NOT BE INSTALLED IN WET OR SOFT AREAS.
11. COMPACT TO MINIMUM DENSITY OF 95% OF MAXIMUM DRY DENSITY. UNLESS OTHERWISE INDICATED ON DRAWINGS, MOISTURE SHALL BE BETWEEN + OR -2% OPTIMUM AS DETERMINED BY ASTM D 698.
12. AFTER COMPACTING FINAL COURSE, BLADE SURFACE TO FINAL GRADE. ANY IRREGULARITIES, WEAK SPOTS, AREAS OF EXCESSIVE WETNESS, OR SURFACE HAIR LINE CRACKING SHALL BE REPAIRED AND/OR REPLACED AT CONTRACTOR'S EXPENSE.
13. A CERTIFIED LAB SHALL BE ON SITE AT ALL TIMES TO TEST AND PROPERLY DOCUMENT THE CONSTRUCTION METHODS AND QUALITY OF MATERIALS.
14. COMPACTION TESTING WILL BE PERFORMED IN ACCORDANCE WITH ASTM D 1556 OR ASTM D 2922 AND ASTM D 3017 AT RANDOMLY SELECTED LOCATIONS AS DIRECTED BY CITY OF ANGLETON CONSTRUCTION INSPECTOR.
15. A MINIMUM OF ONE CORE SHALL BE TAKEN AT RANDOM LOCATIONS PER 300 LF PER LANE OF ROADWAY OR ONE PER 250 SQ. YD., WHICHEVER MAY APPLY AND SHALL BE STAGGERED RELATIVE TO TESTING SITES IN ADJUTING TRAFFIC LANES.
16. CURE FOR A MINIMUM OF 7 DAYS BEFORE ADDING ASPHALT PAVEMENT COURSES.
17. COVER SURFACE WITH CURING MEMBRANES AT THE FOLLOWING RATES: MC-30:01 GAL. PER SQ. YD., OR EPR-1 PRIME: 0.15 GAL. PER SQ. YD. DO NOT USE CUTBACK ASPHALT APRIL 16 TO SEPTEMBER 15. PROTECT THE MEMBRANE BY ALLOWING MEMBRANE TO FULLY CURE PRIOR TO PERMITTING TRAFFIC TO DRIVE ON IT.
18. UNSTABILIZED CRUSHED CONCRETE MAY NOT BE USED ON PUBLIC STREETS, ROADS, OR RIGHTS-OF-WAY.
19. STABILIZED LESTONE BASE MAY BE SUBSTITUTED FOR STABILIZED CRUSHED CONCRETE IF SUBMITTED AND APPROVED BY THE CITY ENGINEER.

STABILIZED CRUSHED CONCRETE:

1. TEST AND ANALYSIS OF AGGREGATE AND BINDER MATERIALS WILL BE PERFORMED IN ACCORDANCE WITH ASTM D 1557 AND ASTM D 4318. CEMENT SHALL BE ASTM C 150 TYPE I.
2. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES (1993) AND ITS LATEST REVISIONS AND CITY OF SUGAR LAND STANDARDS.
3. PRIME COAT SHALL BE M.C. 30 OR EPR-1 PRIME.
4. DESIGN MIX FOR MINIMUM AVERAGE COMPRESSIVE STRENGTH OF 200 PSI IN 48 HRS. PROVIDE MINIMUM CEMENT CONTENT OF 2 SK PER TON OF MIX. CEMENT CONTENT MAY BE RAISED AT THE CONTRACTOR'S EXPENSE IF TESTS ON FIELD SAMPLES FALL BELOW 200 PSI.
5. THREE SAMPLES SHALL BE MOLDED EACH DAY FOR EACH 300 TONS OF PRODUCTION. COMPRESSIVE STRENGTH SHALL BE THE AVERAGE OF THREE TESTS FOR EACH PRODUCTION LOT. CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE, ANY MATERIAL BELOW MINIMUM REQUIREMENTS.
6. CONTRACTOR SHALL VERIFY LINES, GRADES, AND COMPACTED SUBGRADING AS READY TO RECEIVE MATERIALS PRIOR TO ITS PLACEMENT.
7. CEMENT STABILIZED BASE MAY NOT BE PLACED IF AMBIENT TEMPERATURE IS 40°F AND FALLING. BASE MATERIAL MAY BE PLACED IF AMBIENT TEMPERATURE IS 35°F AND RISING.
8. MATERIAL MAY NOT BE PLACED IN LIFTS EXCEEDING 6 INCHES IN DEPTH. EACH LIFT SHALL HAVE DENSITIES TAKEN.
9. CEMENT STABILIZED BASE MAY NOT BE STORED FOR LONG PERIODS. DELIVERY OF MATERIAL AND UTILIZATION SHOULD BE TIMED ACCORDINGLY. MAXIMUM TIME ALLOWED 3 HRS. FROM BATCH TIME TO HAVING BEEN INSTALLED.
10. CEMENT STABILIZED BASE SHALL NOT BE INSTALLED IN WET OR SOFT AREAS.
11. COMPACT TO MINIMUM DENSITY OF 95% OF MAXIMUM DRY DENSITY. UNLESS OTHERWISE INDICATED ON DRAWINGS, MOISTURE SHALL BE BETWEEN + OR -2% OPTIMUM AS DETERMINED BY ASTM D 698.
12. AFTER COMPACTING FINAL COURSE, BLADE SURFACE TO FINAL GRADE. ANY IRREGULARITIES, WEAK SPOTS, AREAS OF EXCESSIVE WETNESS, OR SURFACE HAIR LINE CRACKING SHALL BE REPAIRED AND/OR REPLACED AT CONTRACTOR'S EXPENSE.
13. A CERTIFIED LAB SHALL BE ON SITE AT ALL TIMES TO TEST AND PROPERLY DOCUMENT THE CONSTRUCTION METHODS AND QUALITY OF MATERIALS.
14. COMPACTION TESTING WILL BE PERFORMED IN ACCORDANCE WITH ASTM D 1556 OR ASTM D 2922 AND ASTM D 3017 AT RANDOMLY SELECTED LOCATIONS AS DIRECTED BY CITY OF ANGLETON CONSTRUCTION INSPECTOR.
15. A MINIMUM OF ONE CORE SHALL BE TAKEN AT RANDOM LOCATIONS PER 300 LF PER LANE OF ROADWAY OR ONE PER 250 SQ. YD., WHICHEVER MAY APPLY AND SHALL BE STAGGERED RELATIVE TO TESTING SITES IN ADJUTING TRAFFIC LANES.
16. CURE FOR A MINIMUM OF 7 DAYS BEFORE ADDING ASPHALT PAVEMENT COURSES.
17. COVER SURFACE WITH CURING MEMBRANES AT THE FOLLOWING RATES: MC-30:01 GAL. PER SQ. YD., OR EPR-1 PRIME: 0.15 GAL. PER SQ. YD. DO NOT USE CUTBACK ASPHALT APRIL 16 TO SEPTEMBER 15. PROTECT THE MEMBRANE BY ALLOWING MEMBRANE TO FULLY CURE PRIOR TO PERMITTING TRAFFIC TO DRIVE ON IT.
18. UNSTABILIZED CRUSHED CONCRETE MAY NOT BE USED ON PUBLIC STREETS, ROADS, OR RIGHTS-OF-WAY.
19. STABILIZED LESTONE BASE MAY BE SUBSTITUTED FOR STABILIZED CRUSHED CONCRETE IF SUBMITTED AND APPROVED BY THE CITY ENGINEER.

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Date: 4/23/22

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Clint Peltier Custom Homes
979-481-4840

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PROFILE: _____
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VERTICAL: _____

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

CONSTRUCTION NOTES
(1 OF 2)

STORM SEWER NOTES:

1. STORM SEWERS SHALL BE DESIGNED AND CONSTRUCTED WITH CITY OF SUGAR LAND STANDARD CONSTRUCTION SPECIFICATIONS AND IN ACCORDANCE WITH CITY OF SUGAR LAND STANDARD DETAILS SHEET AND LATEST REVISIONS.
2. ALL PIPE STORM SEWERS SHALL BE INSTALLED, BEDDED, AND BACKFILLED IN ACCORDANCE WITH CITY OF SUGAR LAND STANDARD DETAIL DRAWINGS.
3. ALL CEMENT STABILIZED SAND (C.S.S.) SHALL BE 1-1/2 SK PER CUBIC YD. AND MEET MINIMUM C.S.S. STANDARDS COMPACTED TO 95%.
4. ALL PROPOSED PIPE STUB-OUTS FROM MANHOLES OR INLETS ARE TO BE PLUGGED WITH 8" BRICK WALLS WITH FULL MORTAR HEAD AND BED JOINTS AND GROUTED WITH A MINIMUM OF 1/2-INCH NON-SHRINK GROUT INSIDE AND OUTSIDE, UNLESS OTHERWISE NOTED.
5. AVOID TO MAXIMUM EXTENT, MANHOLES IN HANDICAP RAMPS.
6. ALL STORM SEWER MANHOLES SHALL BE OF SUGAR LAND TYPE "C" UNLESS OTHERWISE NOTED AND SHALL BE LOCATED A MINIMUM OF THREE (3) FEET BACK OF CURB. IF CONFLICT EXISTS, RACK OVER MANHOLE TO MISS PROPOSED CURB.
7. RIM ELEVATIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. UTILITY CONTRACTOR SHALL ADJUST RIM ELEVATIONS TO 0.4 FEET ABOVE THE FINISH GRADE AT EACH LOCATION AFTER CONTRACTOR HAS COMPLETED FINAL GRADING. SLOPED FILL SHALL BE ADDED FOR STORM WATER DRAINAGE AWAY FROM RIM.
8. RIM ELEVATIONS SHALL BE PROPERLY ADJUSTED TO GRADE IN PAVEMENT AND SIDEWALKS. APPROVED BLOCKOUTS SHALL BE USED IN PAVEMENT.
9. ALL STORM SEWER MANHOLE COVERS MUST INCLUDE "STORM SEWER" AND "DUMP NO WASTE", "DRAINS TO WATERWAYS" WITH CITY OF ANGLETON EMBLEM AS DEPICTED IN THE DETAIL SHEETS.
10. MINIMUM STORM SEWER SIZE SHALL BE 24-INCH DIAMETER. ALL STORM SEWER PIPES 24" AND LARGER ARE TO BE REINFORCED CONCRETE PIPE ASTM C-76 CLASS III, INCLUDING INLET LEADS CROSSING UNDER EXISTING OR PROPOSED PAVEMENTS. ALL INLET LEADS SHALL BE 24" R.O.P. OR LARGER. ALL STORM SEWER PIPE SHALL BE RUBBER GASKETED. ALL CMP PIPE SHALL BE IN ACCORDANCE WITH C.O.S.L. APPROVED PRODUCT LIST AND STANDARD DETAILS.
11. CONTRACTOR SHALL VERIFY NATURAL GROUND SHOTS PRIOR TO MANHOLE CONSTRUCTION.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATION OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION. DURING THE COURSE OF ANY AND ALL CLEARING, GRUBBING, FILL, GRADING, EXCAVATION OR OTHER CONSTRUCTION, CONTRACTOR SHALL ENSURE THAT STORM DRAINAGE PATHWAYS ARE MAINTAINED AND REMAIN OPEN TO ENSURE POSITIVE DRAINAGE AND THAT SUCH CONVEYANCES ARE NOT IMPEDED OR BLOCKED IN ANY WAY. STORM SEWER INLETS SHALL BE PROTECTED FROM ENTRY OF SILT, TRASH, DEBRIS AND ANY SUBSTANCES DELETERIOUS TO THE STORM SEWER SYSTEM AND/OR WATERWAYS RECEIVING STORM RUNOFF. CONTRACTOR SHALL, AT COMPLETION OF WORK, FILL LOW SPOTS AND GRADE ALL RIGHTS-OF-WAY AND UTILITY EASEMENTS AND REGRADE/RESTORE DITCHES AS NECESSARY TO MAINTAIN AND/OR ESTABLISH POSITIVE DRAINAGE.
13. CONTRACTOR TO PROVIDE A MINIMUM OF 6-INCHES CLEARANCE AT UTILITY CROSSINGS AND A MINIMUM OF TWELVE (12) INCHES AT SANITARY SEWER CROSSING.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING, MAINTAINING, AND RESTORING ANY BACKSLOPE DRAINAGE SYSTEM DISTURBED AS A RESULT OF HIS WORK.
15. ALL DITCHES SHALL BE RESTORED TO PROPOSED ELEVATIONS TO INSURE PROPER DRAINAGE. ALL OUTFALLS SHALL BE COMPACTED AND ALL DISTURBED AREAS SHALL BE RE-SEEDED OR SODDED WITHIN 10 WORKING DAYS OF EACH OCCURRENCE (NO SEPARATE PAY).
16. THE UTILITY CONTRACTOR SHALL ROUGH CUT ALL ROADSIDE SWALES IN PROPER ALIGNMENT AND SLOPE TO WITHIN 0.2 FT. OF FINISH GRADE. THE PAVING CONTRACTOR, UPON COMPLETION OF PAVING, SHALL COMPLETE FINAL GRADING ALIGNMENT OF SWALES AND RESTORE ALL AREAS WITHIN RIGHT-OF-WAY FOR SEEDING OR SODDING AND FERTILIZATION.
17. ALL STORM SEWERS MUST BE CLEAN/FREE OF DIRT AND DEBRIS AT THE TIME AND INITIAL AND FINAL ACCEPTANCE.
18. REFER TO GENERAL NOTES AND C.S.S. NOTES.

SANITARY SEWER NOTES:

1. SANITARY SEWERS, FORCE MAINS, MANHOLES, LIFT STATIONS AND WASTEWATER TREATMENT PLANTS SHALL BE DESIGNED AND CONSTRUCTED AS PER THE REQUIREMENTS OF THE CITY OF SUGAR LAND DESIGN STANDARDS AND CORRESPONDING STANDARD CONSTRUCTION DETAILS SHEETS AND AS PER THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY "DESIGN CRITERIA FOR SEWERAGE SYSTEMS". SHOULD A CONFLICT ARISE BETWEEN INFORMATION DEPICTED ON APPROVED CONSTRUCTION DRAWINGS AND/OR INFORMATION INCLUDED IN PROJECT SPECIFICATIONS, CITY OF SUGAR LAND DESIGN STANDARDS SHALL GOVERN.
2. ALL MATERIALS AND PRODUCTS USED IN THE CONSTRUCTION OF SANITARY SEWERS, FORCE MAINS, MANHOLES, LIFT STATIONS AND WASTEWATER TREATMENT PLANTS SHALL COMPLY WITH THE CITY OF SUGAR LAND DESIGN STANDARDS AND THE CURRENT APPROVED PRODUCTS LIST.
3. STACKS SHALL BE BUILT IN ACCORDANCE WITH THE CITY OF SUGAR LAND STANDARD DETAIL DRAWING REQUIREMENTS. EXACT LOCATION OF THE STACK SHALL BE SUPPLIED TO THE CITY ENGINEER OF ANGLETON BY THE PROJECT ENGINEER (BAKER & LAWSON) ON SEALED AS-BUILT DRAWINGS AT COMPLETION OF CONSTRUCTION. ALL STACKS. TERMINATED AT A DEPTH OF 4 FEET BELOW FINISHED GRADE, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
4. EACH SANITARY SEWER SERVICE LEAD STUB, PLUGGED WYE BRANCH OUTLET AND STACK SHALL BE MARKED IN ACCORDANCE WITH THE DETAILS AT THE TIME OF CONSTRUCTION, BEGINNING AT THE INVERT ELEVATION OF THE STUB OR WYE AND AT AN ELEVATION TWO FEET BELOW THE CAPPED TERMINATION POINT OF THE STACK AND EXTENDING TWO FEET ABOVE FINISHED GRADE.
5. SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED AS PER DRAWINGS INCORPORATED IN CITY OF SUGAR LAND STANDARD CONSTRUCTION DETAILS SHEETS. SUCH MANHOLES SHALL BE CONSTRUCTED A MINIMUM OF ONE FOOT FROM BACK OF CURB ON CURB AND GUTTER ROADWAYS AND THREE FEET FROM EDGE OF TRAVELED ROADWAY ON THOSE THOROUGHFARES HAVING NO CURBING, MEASURED FROM OUTSIDE DIAMETER OF MANHOLE. ALL SANITARY SEWER MANHOLES SHALL INCORPORATE INFLOW PROTECTORS. SANITARY SEWER MANHOLES SHALL NOT BE INSTALLED BENEATH STREET PAVING EXCEPT WHERE SPECIFICALLY AUTHORIZED BY CITY ENGINEER AND SO DESIGNATED ON APPROVED CONSTRUCTION DRAWINGS. BRICK MANHOLES AND FIBERGLASS MANHOLES ARE PROHIBITED. MANHOLES DEEPER THAN EIGHT FEET SHALL HAVE ECCENTRIC CONES.
6. SANITARY SEWER MANHOLE COVERS SHALL BE MINIMUM OF 32 INCHES IN DIAMETER. ALL SUCH MANHOLE COVERS SHALL HAVE THE CITY OF ANGLETON EMBLEM AND THE WORDS "ANGLETON" AND "SANITARY SEWER" CAST IN RAISED RELIEF AS DEPICTED IN CITY OF ANGLETON STANDARD CONSTRUCTION DETAILS SHEETS.
7. MANHOLE RIM ELEVATIONS SHOWN ON PLANS ARE APPROXIMATE ONLY. UTILITY CONTRACTORS SHALL ADJUST RIM ELEVATIONS TO 0.4 FEET ABOVE FINISHED GRADE, AND 0.5 FEET ABOVE NATURAL GROUND WITHIN RIGHTS-OF-WAY AND EASEMENTS AT EACH MANHOLE LOCATION AFTER PAVEMENT CONTRACTOR HAS COMPLETED FINAL GRADING. THE AREA ADJACENT TO SANITARY SEWER MANHOLE LOCATIONS SHALL BE GRADED AWAY FROM SUCH MANHOLES SO AS PREVENT ENTRY OF STORM WATER RUNOFF TO THE SANITARY SEWER SYSTEM.
8. MINIMUM SEPARATION DISTANCES AS REQUIRED BY TCEQ SECTION 317.13, APPENDIX E MUST BE MAINTAINED BETWEEN POTABLE WATER LINES AND SANITARY SEWERS, FORCE MAINS, MANHOLES, LIFT STATIONS AND WASTEWATER TREATMENT PLANTS. INSTALLATION OF FIRE HYDRANTS WITHIN NINE FEET OF A SANITARY SEWER SYSTEM IS PROHIBITED. REFER TO THE CITY OF SUGAR LAND INFRASTRUCTURE STANDARDS AND CORRESPONDING STANDARD CONSTRUCTION DETAILS SHEETS FOR CONSTRUCTION REQUIREMENTS OF OTHER INSTALLATIONS WHERE SEPARATION DISTANCES OF GREATER THAN NINE FEET CANNOT BE MAINTAINED.
9. TESTING OF SANITARY SEWERS, FORCE MAINS, MANHOLES, LIFT STATIONS AND WASTEWATER TREATMENT PLANTS SHALL BE CONDUCTED AS NOTED IN SANITARY SEWER CHAPTER OF THE CITY OF SUGAR LAND DESIGN STANDARDS AND AS PER THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY "DESIGN CRITERIA FOR SEWERAGE SYSTEMS".
10. ALL SANITARY SEWER PIPING AND BEDDING SHALL BE INSPECTED BY CITY CONSTRUCTION INSPECTOR FOR CONFORMANCE WITH CITY DESIGN STANDARDS PRIOR TO BACKFILLING OF PIPING IN TRENCH. CONTRACTOR SHALL NOT COVER PIPING UNTIL SUCH TIME AS INSPECTOR HAS NOTIFIED CONTRACTOR THAT RESULTS OF PIPING INSPECTION ARE SATISFACTORY AND THAT BACKFILLING MAY BE ACCOMPLISHED. ANY PIPING INSTALLED AND/OR BACKFILLED WITHOUT INSPECTOR'S SPECIFIC APPROVAL SHALL BE UNCOVERED AT INSPECTOR'S DIRECTION AND INSPECTED ACCORDINGLY. CONTRACTOR SHALL NOTIFY INSPECTOR 24-HOURS PRIOR TO INSPECTION.
11. ALL COMMERCIAL DEVELOPMENTS WITH A FAR SIDE SANITARY SERVICE LEAD ACROSS THE STREET SHALL PROVIDE A SIX (6) INCH RISER AND CLEAR OUT ON THE PROPERTY SIDE. PUBLIC MAINTENANCE OF THE FAR SIDE LEAD SHALL END AT THIS RISER.

WATER DISTRIBUTION NOTES:

1. WATER MAINS, WATER SERVICE LINES AND ASSOCIATED APPURTENANCES SHALL BE DESIGNED AND CONSTRUCTED AS PER REQUIREMENTS OF THE CITY OF SUGAR LAND DESIGN STANDARDS AND CORRESPONDING STANDARD CONSTRUCTION DETAILS SHEETS AND AS PER THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY. SHOULD A CONFLICT ARISE BETWEEN INFORMATION DEPICTED ON APPROVED CONSTRUCTION DRAWINGS AND/OR INFORMATION INCLUDED IN PROJECT SPECIFICATIONS, CITY OF SUGAR LAND DESIGN STANDARDS SHALL GOVERN.
2. ALL MATERIALS AND PRODUCTS USED IN THE CONSTRUCTION OF WATER MAINS, WATER SERVICE LINES AND ASSOCIATED APPURTENANCES SHALL COMPLY WITH THE CITY OF SUGAR LAND DESIGN STANDARDS AND THE CURRENT APPROVED PRODUCTS LIST AS MAINTAINED BY THE CITY'S ENGINEERING DEPARTMENT.
3. ALL GATE VALVES INSTALLED BELOW GRADE SHALL BE OF NON-RISING STEM DESIGN.
4. ALL FIRE HYDRANTS SHALL BE PAINTED AND/OR REPAINTED WITH GEO-GLEN 301 BRIGHT SILVER POLYURETHANE ENAMEL MANUFACTURED BY GEO-GLEN ENTERPRISES, INC. SURFACE PREPARATION SHALL INCLUDE REMOVAL OF OIL, GREASE AND MOISTURE, FOLLOWED BY MEDIA BLASTING TO SSPC-SP15-10-63 SPECIFICATIONS (NEAR WHITE METAL) AS PER MANUFACTURER'S RECOMMENDATIONS. PRIME BARE METAL WITH TP-251 EPOXY PRIMER EPOXY PRIMER OR WITH TP-221, TP-231 OR TP-241 UNIVERSAL PRIMER. BOT AND 50% RELATIVE HUMIDITY ARE OPTIMAL CONDITIONS FOR APPLICATION OF PRIMER AND OF PAINT. DO NOT APPLY PRIMER AND/OR PAINT WHEN SURFACE TO BE PAINTED IS LESS THAN 4" ABOVE THE DEW POINT IN ORDER TO PREVENT MOISTURE FROM CONDENSING ON THE SURFACE TO BE PRIMED AND/OR PAINTED. A BLUE TRAFFIC BUTTON SHALL BE INSTALLED ON THE STREET 12" OFF THE CENTER LINE FOR EACH HYDRANT.

5. MINIMUM SEPARATION DISTANCES AS REQUIRED BY TCEQ SECTION 317.13, 290. APPENDIX E MUST BE MAINTAINED BETWEEN POTABLE WATER LINES AND SANITARY SEWERS, FORCE MAINS, LIFT STATIONS AND WASTEWATER TREATMENT PLANTS. INSTALLATION OF FIRE HYDRANTS WITHIN 9' (FT) OF A SANITARY SEWER SYSTEM IS PROHIBITED. REFER TO C.O.S.L. STANDARDS FOR CONSTRUCTION REQUIREMENTS OF OTHER INSTALLATIONS WHERE DISTANCES ARE GREATER THAN 9' (NINE) FT. CANNOT BE MAINTAINED.
6. EACH WATER SERVICE LEAD STUB SHALL BE MARKED WITH A PRESSURE TREATED 4 X 4 TIMBER OR PVC PIPE AT THE TIME OF CONSTRUCTION, BEGINNING AT THE INVERT ELEVATION OF THE STUB AND EXTENDING TWO FEET ABOVE FINISHED GRADE. EACH TIMBER MARKER SHALL BE PAINTED BLUE AND LABELED "POTABLE WATER" WITH PIPE SIZE NOTED.
7. TESTING OF WATER MAINS, WATER SERVICE LINES AND ASSOCIATED APPURTENANCES SHALL BE CONDUCTED AS PER REQUIREMENTS OF AWWA C605-94.
8. DISINFECTION OF WATER MAINS, WATER SERVICE LINES AND ASSOCIATED APPURTENANCES SHALL BE CONDUCTED AS PER REQUIREMENTS OF AWWA C651 AND TCEQ. NO CONNECTIONS SHALL BE MADE TO EXISTING WATER LINES UNTIL NEWLY CONSTRUCTED WATER LINES HAVE BEEN THOROUGHLY DISINFECTED, TESTED, FLUSHED, AND SAMPLED AND CONNECTION HAS BEEN AUTHORIZED BY THE CITY ENGINEER.
9. ALL WATER PIPING AND BEDDING SHALL BE INSPECTED BY THE CITY INSPECTOR FOR CONFORMANCE TO DESIGN STANDARDS PRIOR TO BACKFILLING OF PIPING IN TRENCH. CONTRACTOR SHALL NOT COVER PIPING UNTIL SUCH TIME AS INSPECTOR HAS NOTIFIED CONTRACTOR THAT RESULTS OF PIPING INSPECTION ARE SATISFACTORY AND THAT BACKFILLING MAY BE ACCOMPLISHED. ANY PIPING INSTALLED AND/OR BACKFILLED WITHOUT INSPECTOR'S SPECIFIC APPROVAL SHALL BE UNCOVERED AT INSPECTOR'S DIRECTION AND INSPECTED ACCORDINGLY. 24-HOUR NOTICE REQUIRED.
10. ALL MECHANICALLY RESTRAINED FITTINGS MUST BE MEGALUG RESTRAINED JOINTS OR APPROVED EQUAL.
11. THE CITY OF ANGLETON MUST HAVE A COPY OF THE BACTERIOLOGICAL TEST RESULTS AT LEAST 24 HOURS PRIOR TO THE INITIAL INSPECTION. IF NOT, THEN THE INSPECTION WILL BE RESCHEDULED.

CENTERPOINT ENERGY / ENTEX NOTES
CAUTION: UNDERGROUND GAS FACILITIES

LOCATIONS OF CENTERPOINT ENERGY MAIN LINES (TO INCLUDE CENTERPOINT ENERGY, INTRASTATE PIPELINE, LLC, WHERE APPLICABLE) ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. SERVICE LINES ARE NOT USUALLY SHOWN. OUR SIGNATURE ON THESE PLANS ONLY INDICATES THAT OUR FACILITIES ARE SHOWN IN APPROXIMATE LOCATION. IT DOES NOT IMPLY THAT A CONFLICT ANALYSIS HAS BEEN MADE. THE CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT (979) 849-4364 OR 811 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE MAIN AND SERVICE LINES FIELD LOCATED. * WHEN CENTERPOINT ENERGY PIPE LINE MARKINGS ARE NOT VISIBLE, CALL (800) 752-8036 OR (713) 659-2111 (7:00 A.M. TO 4:30 P.M.) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS.* WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF CENTERPOINT ENERGY FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES. * WHEN CENTERPOINT ENERGY FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING. * FOR EMERGENCIES REGARDING GAS LINES CALL (800) 659-2111 OR (713) 659-2111. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES. ACTIVITIES ON OR ACROSS CENTERPOINT ENERGY FEE OR EASEMENT PROPERTY NO APPROVAL TO USE, CROSS OR OCCUPY CENTERPOINT FEE OR EASEMENT PROPERTY IS GIVEN. IF YOU NEED TO USE CENTERPOINT PROPERTY, PLEASE CONTACT OUR SURVEYING & RIGHT OF WAY DIVISION AT (713) 207-5769.

WARNING: OVERHEAD ELECTRICAL FACILITIES

OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL TEXAS NEW MEXICO ENERGY AT 888-866-7456.

SBC NOTES

THE LOCATIONS OF SOUTHWESTERN BELL TELEPHONE CO. UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND UTILITIES.

TEXAS NEW MEXICO POWER NOTES

OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL TEXAS NEW MEXICO POWER AT (888) 866-7456.

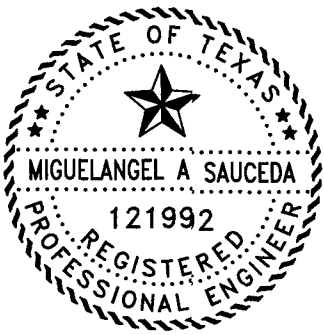
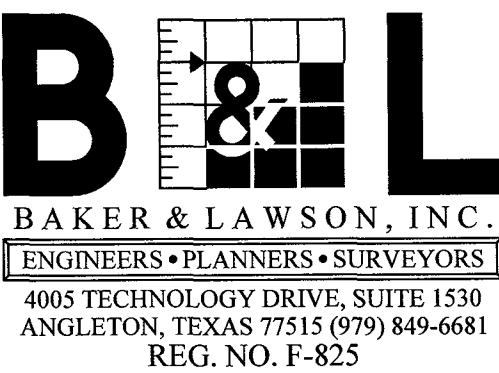
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Miguel Saucedo

Date: 4/23/22

OWNER:

Clint Peltier

Clint Peltier Custom Homes

979-481-4840

PLAN: _____

PROFILE: _____

HORIZONTAL: _____

VERTICAL: _____

HERITAGE PARK SECTION 3

ANGLETON, TEXAS

PLANS FOR

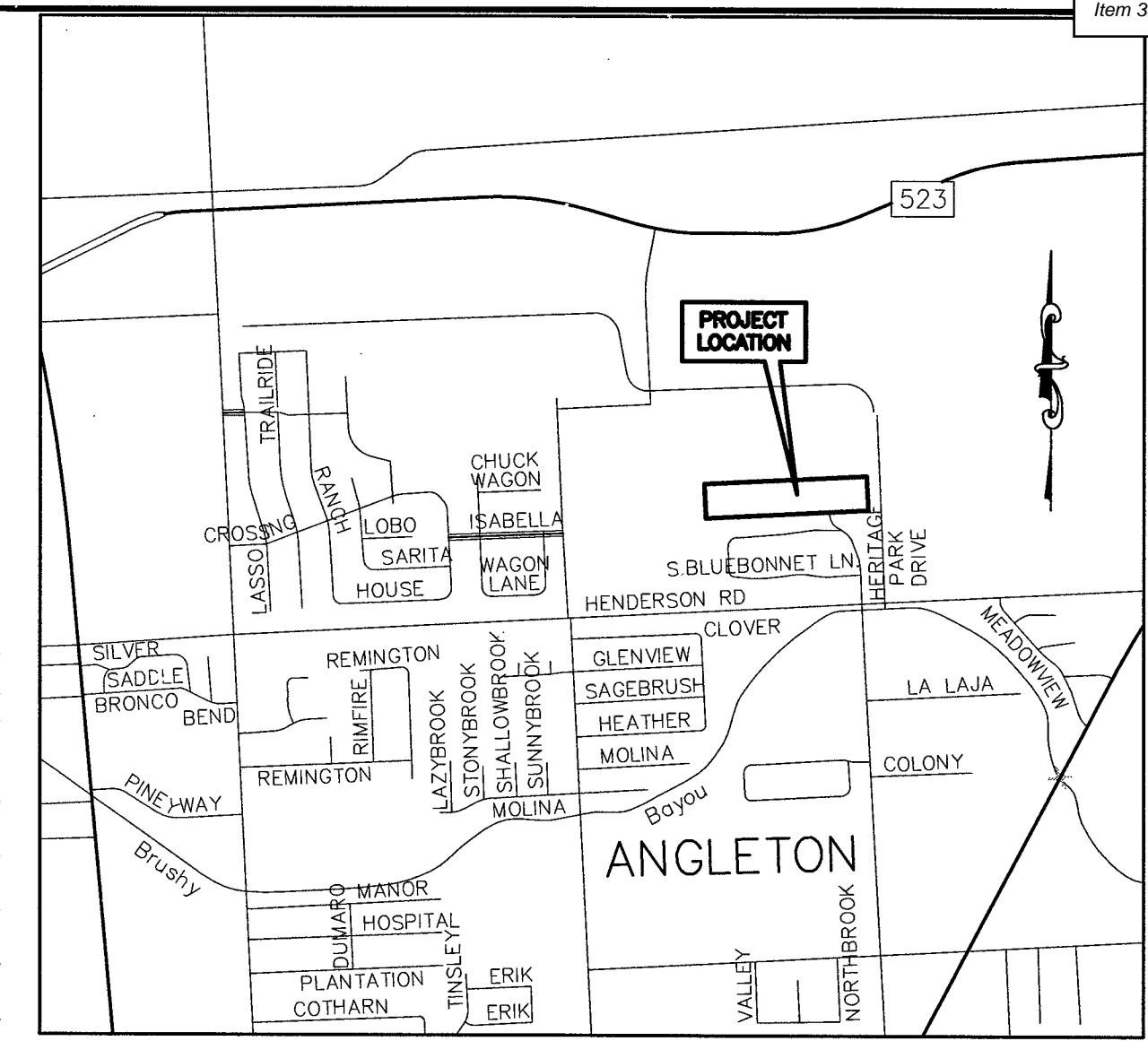
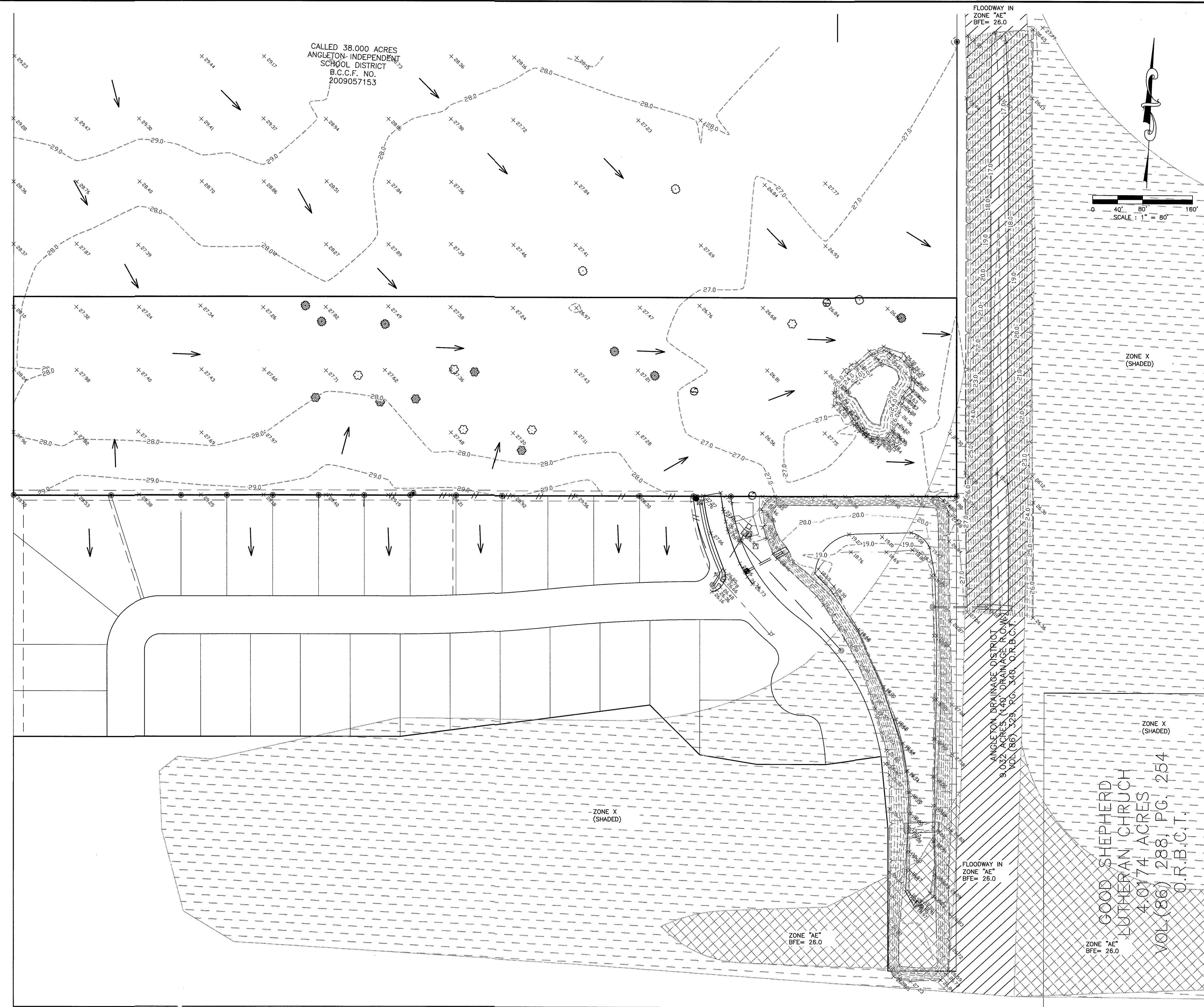
GRADING, PAVING, UTILITIES

AND DETENTION

CONSTRUCTION NOTES

(2 OF 2)

PROJECT NO. 15012



VICINITY MAP

FLOOD ZONE STATEMENT

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48539C0435K EFFECTIVE DECEMBER 30, 2020, THE SITE LIES PARTIALLY IN ZONE "X" (SHADED), AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

PROJECT BENCHMARK:
NGS MONUMENT R1182 (PID AW1171)
A BRASS DISK STAMPED R1182, ON THE NORTH LINE OF CR 171, ON THE CURB OF A BRIDGE, APPROXIMATELY 275' SOUTHWEST OF INTERSECTION WITH CR 428.
ELEVATION = 26.31 FEET NGVD1929

SITE BENCHMARK:
HERITAGE PARK TBM--A CHISELED SQUARE ON THE SOUTHWEST CORNER OF CONCRETE FOOTING FOR PIPE SUPPORT ON THE SOUTH SIDE OF HENDERSON ROAD, WEST OF CULVERT, AND 215 FEET EAST OF BUCHTA ROAD. ELEVATION = 26.08 NGVD1929

ALL COORDINATES SHOWN HEREON ARE IN GRID, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.

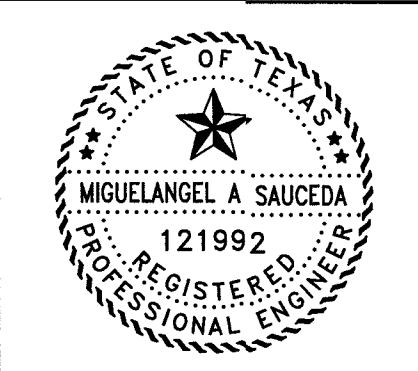
- SYMBOLS**
- = FND IMPLEMENT AS NOTED
 - = SET 5/8" IRON ROD
 - ⊙ = BENCHMARK
 - ⊕ = GAS VALVE
 - ⊗ = GAS METER
 - ⊘ = IRRIGATION CONTROL
 - ⊙ = WATER VALVE
 - ⊙ = WATER METER
 - ⊙ = FIRE HYDRANT
 - ⊙ = GUY WIRE
 - ⊙ = POWER POLE
 - ⊙ = SIGNAL POLE
 - ⊙ = LIGHT POLE
 - ⊙ = LIGHT BOLLARD
 - ⊙ = BOLLARD
 - ⊙ = MONITOR WELL
 - ⊙ = CLEANOUT
 - ⊙ = SIGN
 - ⊙ = TELE PEDESTAL
 - ⊙ = TREE
 - ⊙ = MANHOLE
 - ⊙ = INLET

- LEGEND:**
- EXISTING OVERFLOW PATH
 - EXISTING NATURAL GROUND ELEV.

NO.	DATE	DESCRIPTION	APPROVED

DESIGNED MS
DRAWN
CHECKED
DATE

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
4005 TECHNOLOGY DRIVE, SUITE 1530
ANGLETON, TEXAS 77515 (979) 849-6681
REG. NO. F-825



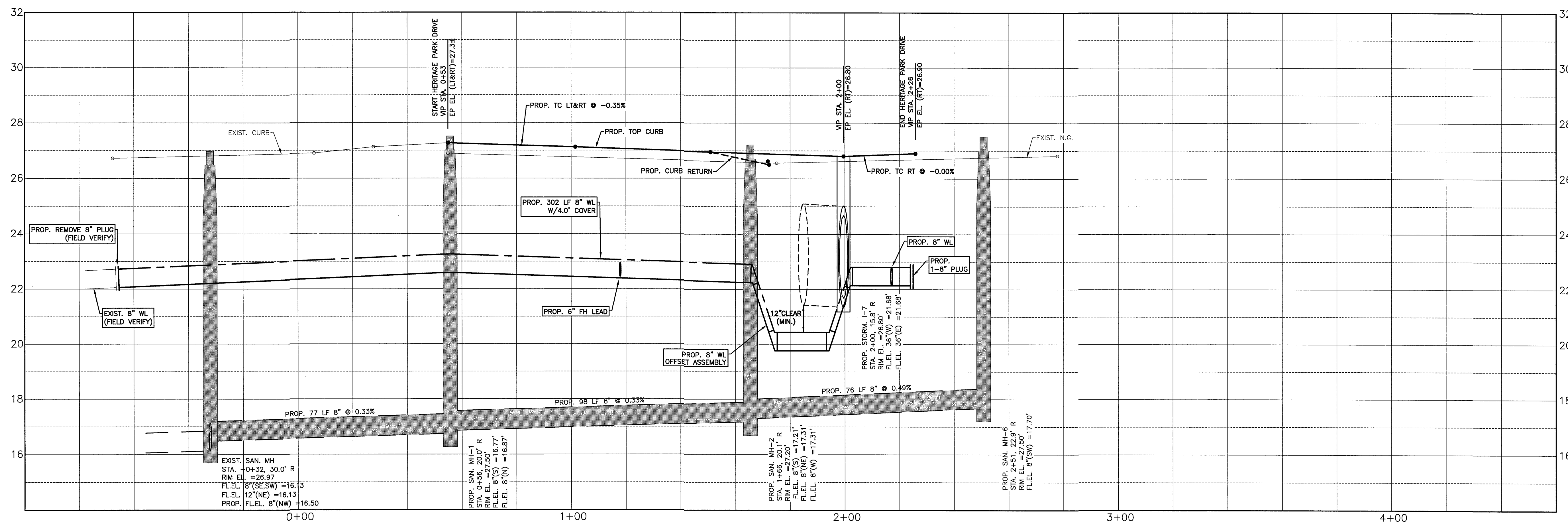
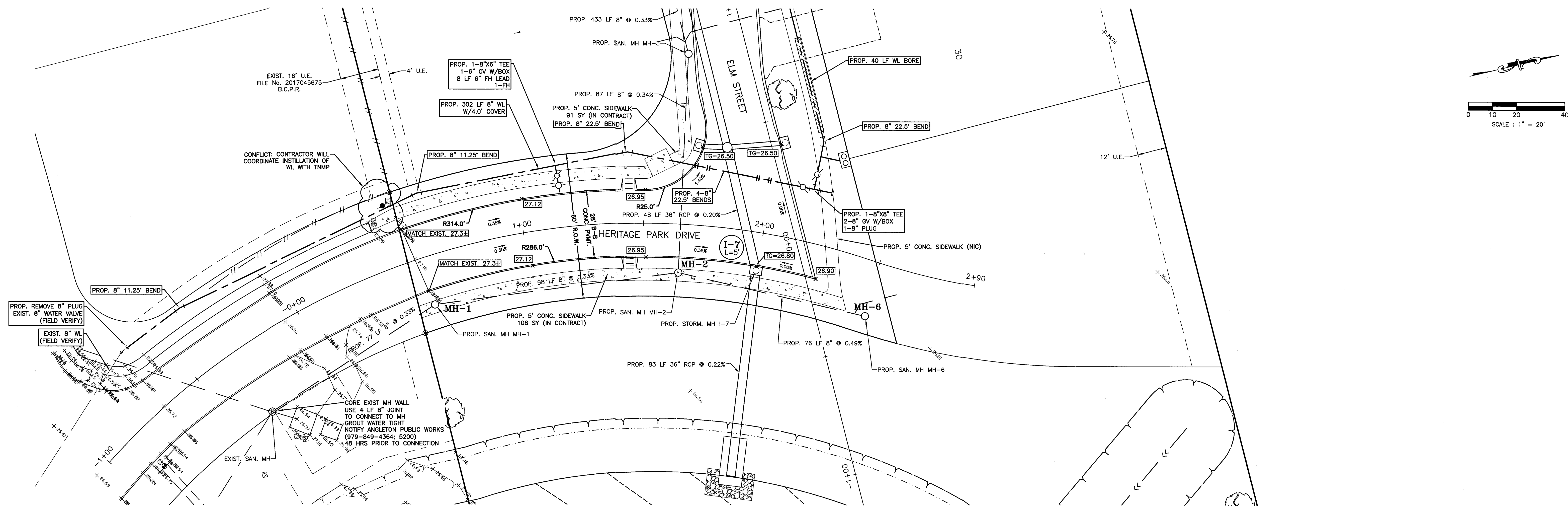
The seal appearing on this document was authorized by Miguel Saucedo P.E. 121992
Date: 4/23/22

OWNER:
Clint Peltier
Clint Peltier Custom Homes
979-481-4840

PLAN: 1" = 80'
PROFILE:
HORIZONTAL:
VERTICAL:

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

EXISTING CONDITIONS
PROJECT NO. 15012



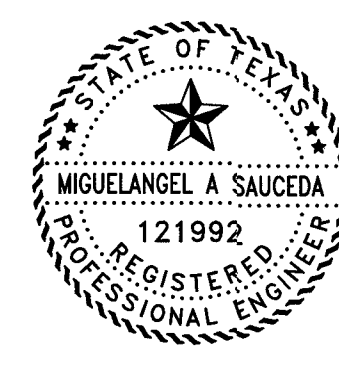
SYMBOLS LEGEND

- WATER METER
- FIRE HYDRANT
- WATER VALVE
- TAPPING SLEEVE AND VALVE
- REDUCER
- STORM SEWER MANHOLE (SMH-1)
- SANITARY SEWER MANHOLE (MH-1)
- TOP BANK
- STORM SEWER LINE (REINFORCED CONCRETE PIPE, ASTM C76)
- SANITARY SEWER LINE (D3034, SDR 26, 160 PR)
- WATERLINE (AWWA C900, CLASS 150, DR18)
- BACK OF CURB ELEVATION

NO.	DATE	DESCRIPTION	APPROVED

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DRAWN BT
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DATE

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ANGLETON, TEXAS 77515 (979) 849-6681
REG. NO. F-825



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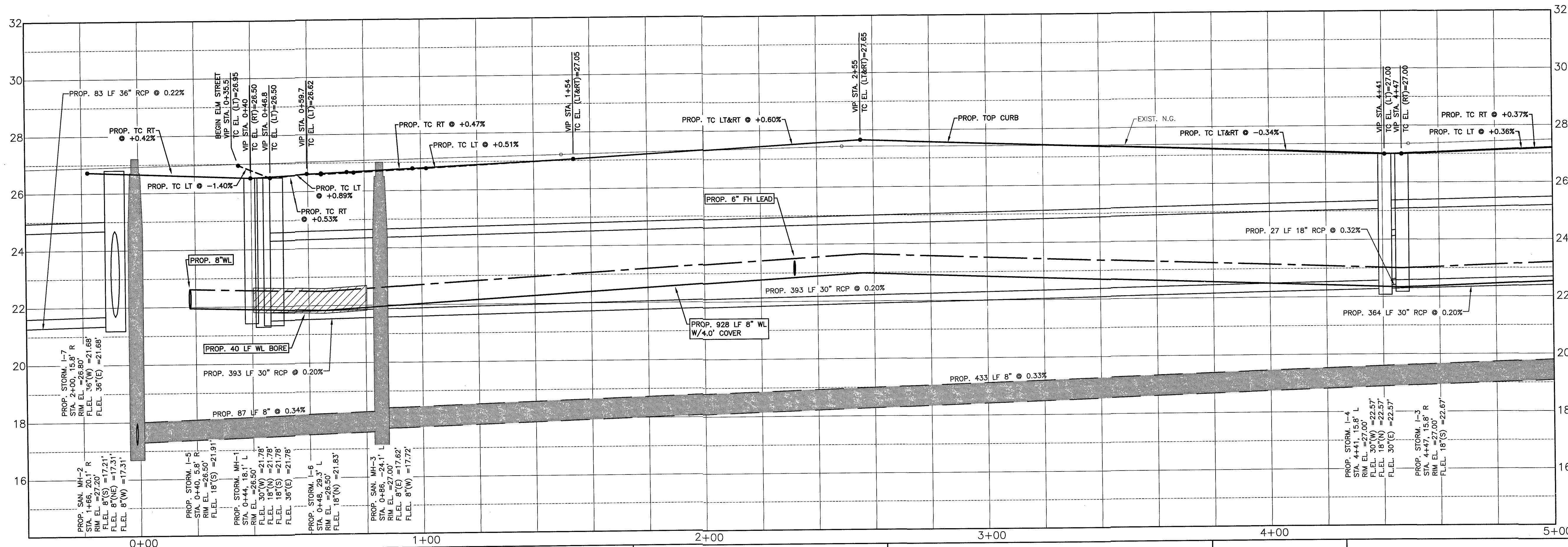
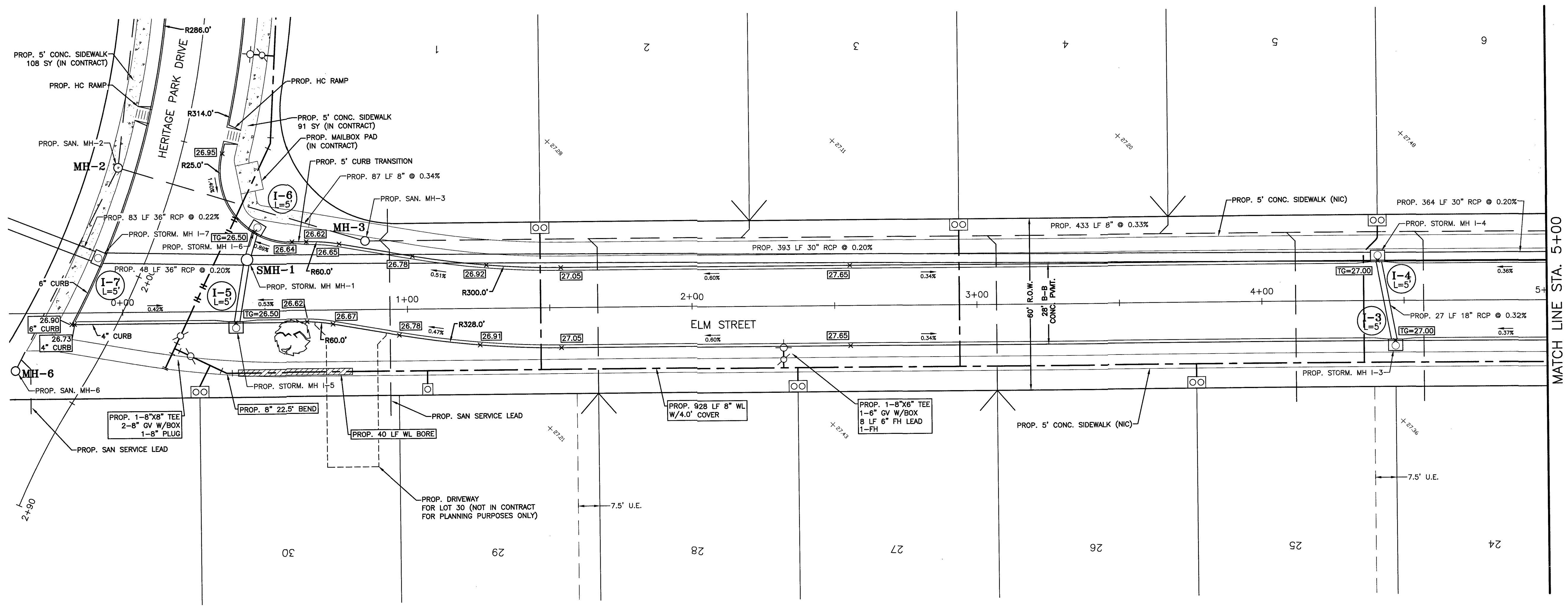
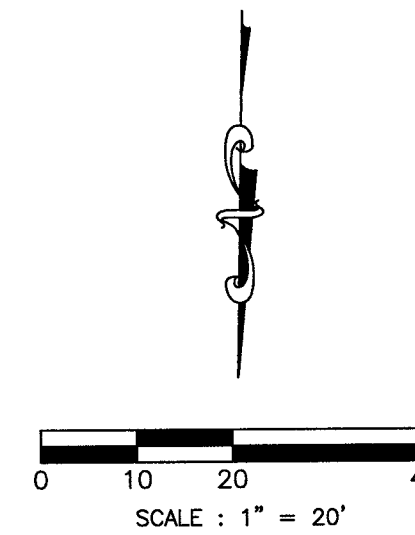
OWNER:
Clint Peltier
Clint Peltier Custom Homes
979-481-4840

PLAN: 1" = 20'
PROFILE:
HORIZONTAL: 1" = 20'
VERTICAL: 1" = 2'

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

PLAN & PROFILE
HERITAGE PARK DRIVE

PROJECT NO. 15012



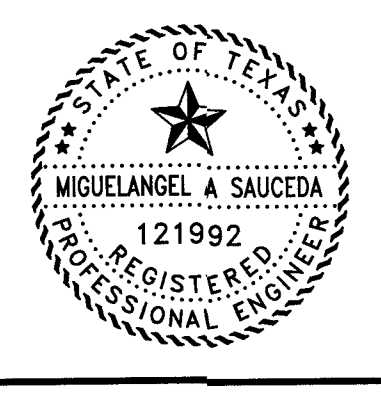
SYMBOLS LEGEND

- WATER METER
- FIRE HYDRANT
- WATER VALVE
- TAPPING SLEEVE AND VALVE
- REDUCER
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- WATERLINE (AWWA C900, CLASS 150, DR18)
- BACK OF CURB ELEVATION

NO.	DATE	DESCRIPTION	APPROVED

DESIGNED	MS
DRAWN	BT
CHECKED	
DATE	

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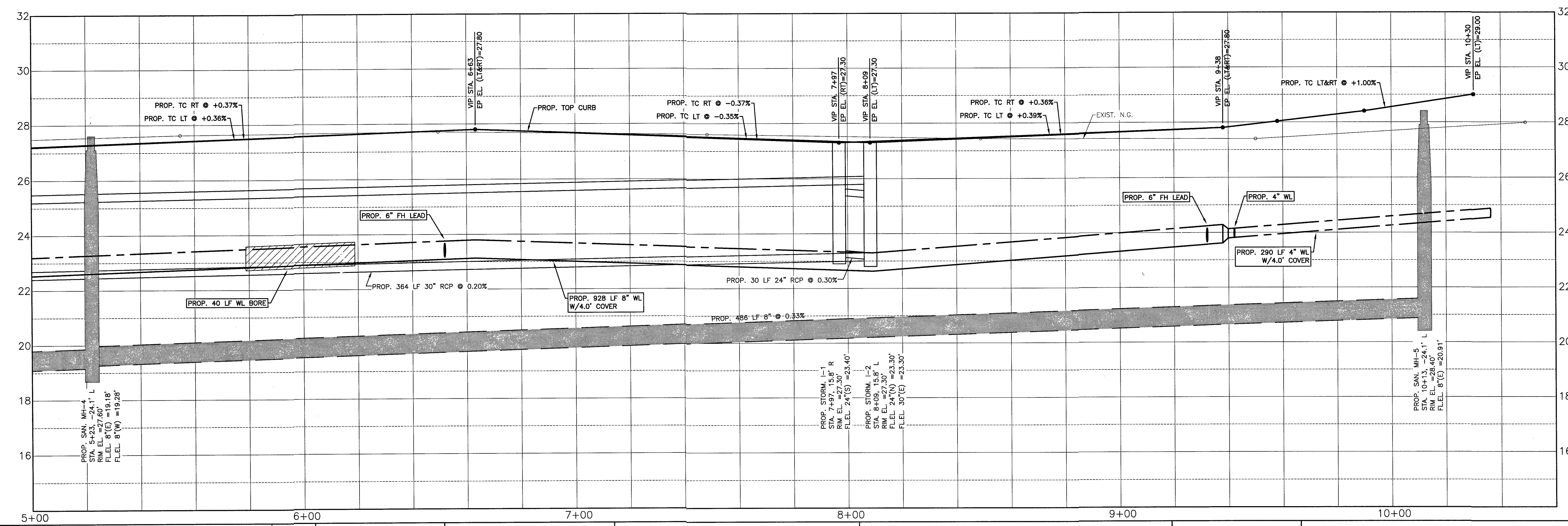
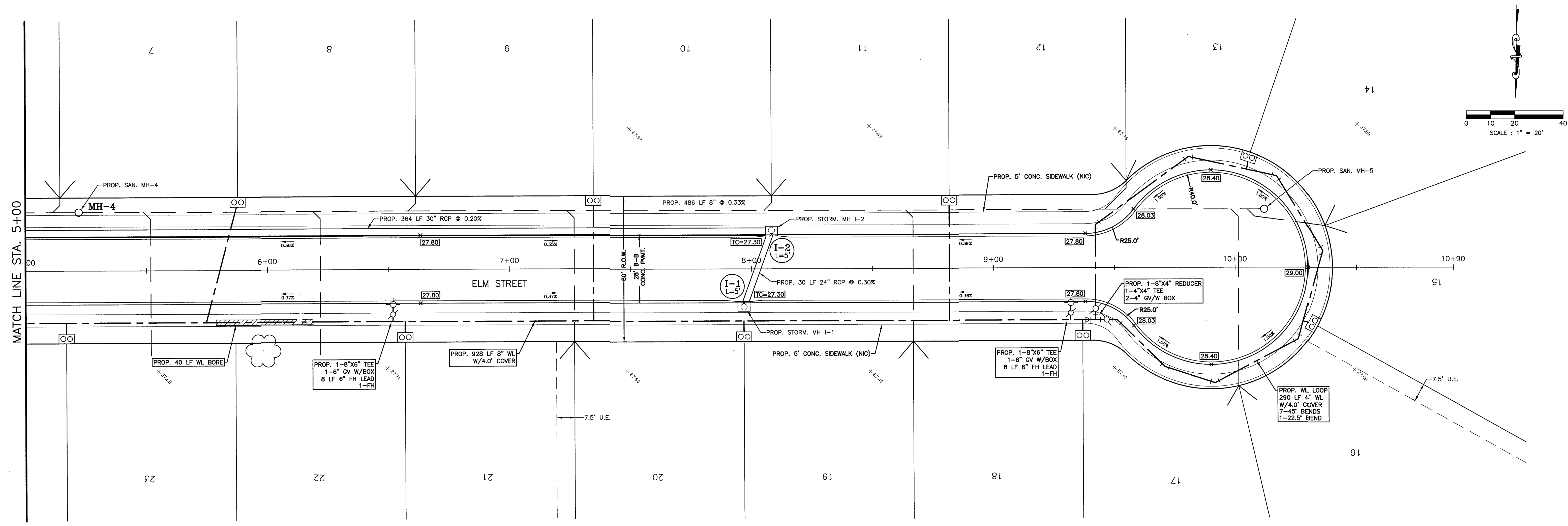
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OWNER:
Clint Peltier
Clint Peltier Custom Homes
979-481-4840

PLAN: 1" = 20'
 PROFILE:
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 2'

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

PLAN & PROFILE
 ELM STREET
 PROJECT NO. 15012

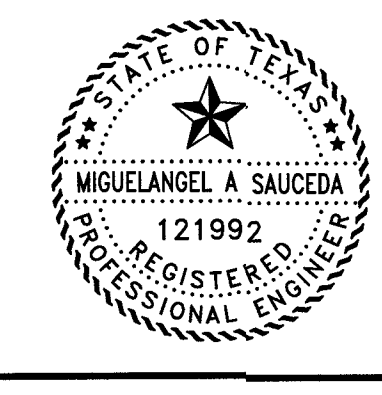


- SYMBOLS LEGEND**
- WATER METER
 - FIRE HYDRANT
 - WATER VALVE
 - TAPPING SLEEVE AND VALVE
 - REDUCER
 - SANITARY SEWER MANHOLE (SMH-1)
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 - WATERLINE (AWWA C900, CLASS 150, DR18)
 - BACK OF CURB ELEVATION

NO.	DATE	DESCRIPTION	APPROVED

DESIGNED MS
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 CHECKED
 DATE

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 4005 TECHNOLOGY DRIVE, SUITE 1530
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 REG. NO. F-825



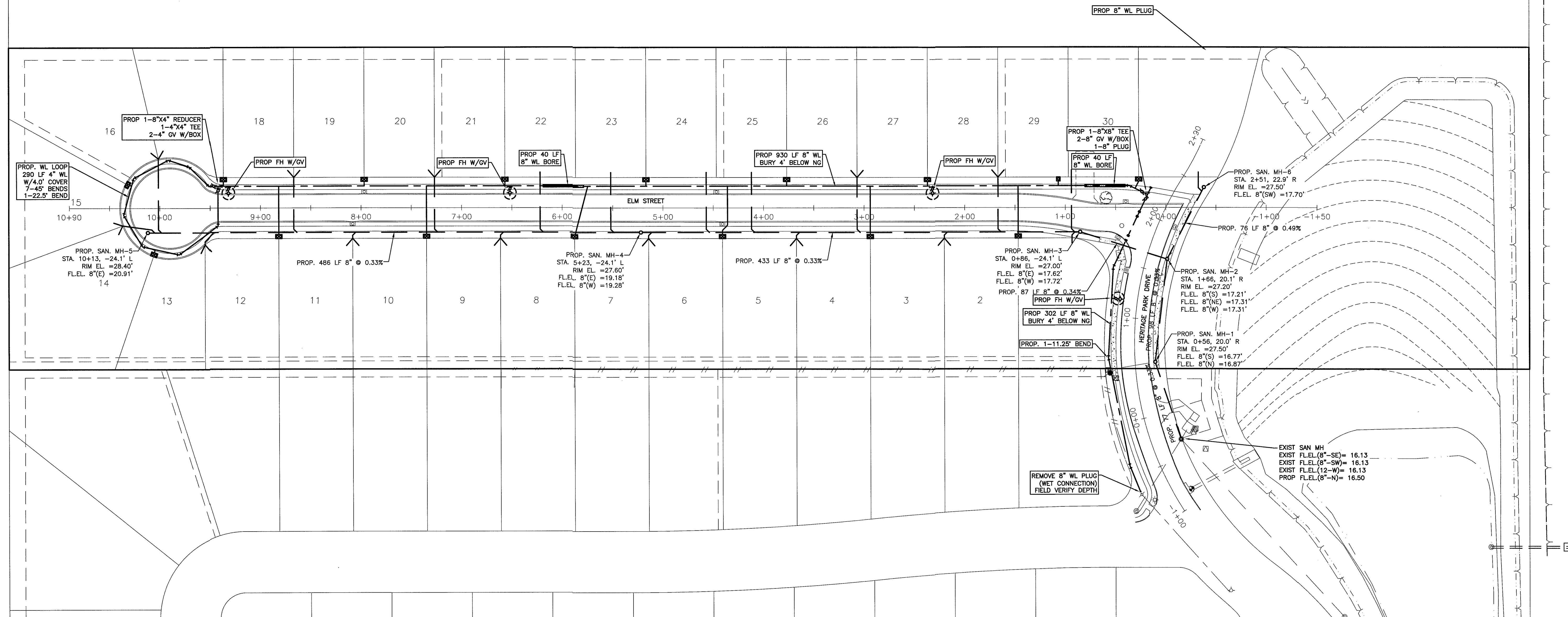
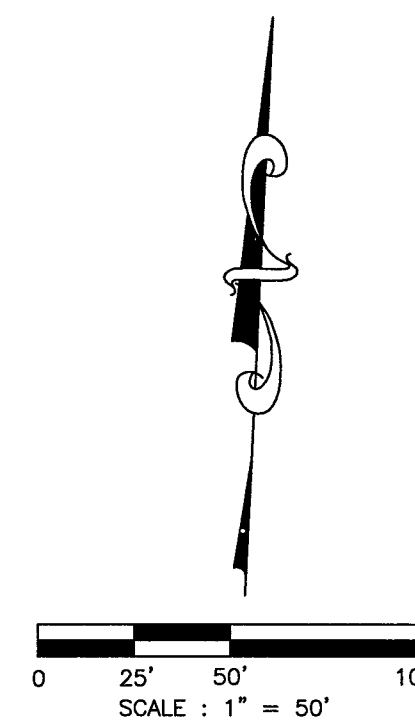
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 Date: 4/23/22

OWNER:
 Clint Peltier
 Clint Peltier Custom Homes
 979-481-4840

PLAN: 1" = 20'
 PROFILE:
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 2'

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

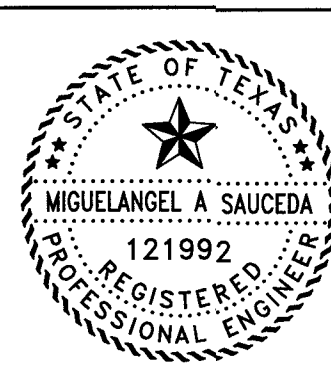
PLAN & PROFILE
ELM STREET
 PROJECT NO. 15012



NO.	DATE	DESCRIPTION	APPROVED

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 REG. NO. F-825



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OWNER:
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 Clint Peltier Custom Homes
 979-481-4840

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

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
 PLANS FOR
 GRADING, PAVING, UTILITIES
 AND DETENTION

UTILITY LAYOUT
 PROJECT NO. 15012

POND INFORMATION

EXIST POND INFORMATION

AVE TOP BANK EL= 26.70'
 AREA TOP BANK = 115,200 SF
 FREEBOARD= 1.0'
 100-YR WSEL= 25.70'
 AREA @ 100-YR WSEL= 107,400 SF
 AVE TOE EL= 20.20'
 AREA TOE= 77,800 SF

DETENTION DEPTH= 5.5'
 AVE AREA= 96,500 SF

EXIST DETENTION= 530,750 CF = 12.18 AC-FT

EXPANDED POND INFORMATION

AVE TOP BANK EL= 26.70'
 AREA TOP BANK = 187,500 SF
 FREEBOARD= 1.0'
 100-YR WSEL= 25.70'
 AREA @ 100-YR WSEL= 177,800 SF
 AVE TOE EL= 20.90'
 AREA TOE= 137,500 SF

DETENTION DEPTH= 4.8'
 AVE AREA= 157,650 SF

DETENTION PROVIDED = 756,720 CF = 17.37 AC-FT

DETENTION POND EXPANSION ADDS 5.19 AC-FT OF
 DETENTION WHICH EXCEEDS THE REQUIRE 4.725
 AC-FT FOR SECTION 3

DETENTION CALCULATIONS (SECTION 3 ONLY)

PRE-DEVELOPMENT FLOW RATE CALCULATION (100-YEAR STORM)

TC = 15.0 MIN. + 1510 LF GRASS @ 0.5 FPS
 = 65.33 MIN
 I = 4.408 IN/HR
 Q100 = 0.80 CFS/AC x 11.00 ACRES = 8.80 CFS MAXIMUM

ALLOWABLE OUTFALL RATE IN 0.80 CFS PER ACRE ACCORDING TO
 BRAZORIA COUNTY MASTER DRAINAGE STUDY (BASTROP BAYOU
 BB35).

PROPOSED CONDITION (100-YEAR STORM)

Q = CIA x 1.25 PK
 A = 11.0 ACRES
 C = 0.55
 TC = 15 MIN. + 120 LF GRASS @ 0.5 FPS
 + 220 LF GUTTER @ 2.0 FPS
 + 850 LF STM SEW @ 3.0 FPS
 + 310 LF POND @ 2.0 FPS = 28.8 MIN.

I = 6.612 IN/HR

Q = 0.55 x 6.612 x 11.0 x 1.25 = 50.00 CFS

DETENTION REQUIRED = 4.725 AC-FT = 205,821 CF

DETENTION CALCULATIONS (SECTION 1-3)

PRE-DEVELOPMENT FLOW RATE CALCULATION (100-YEAR STORM)

TC = 15.0 MIN. + 1510 LF GRASS @ 0.5 FPS 1,400
 = 6.583 IN/HR
 Q100 = 0.80 CFS/AC x 37.40 ACRES = 29.92 CFS MAXIMUM

ALLOWABLE OUTFALL RATE IN 0.80 CFS PER ACRE ACCORDING TO
 BRAZORIA COUNTY MASTER DRAINAGE STUDY (BASTROP BAYOU
 BB35).

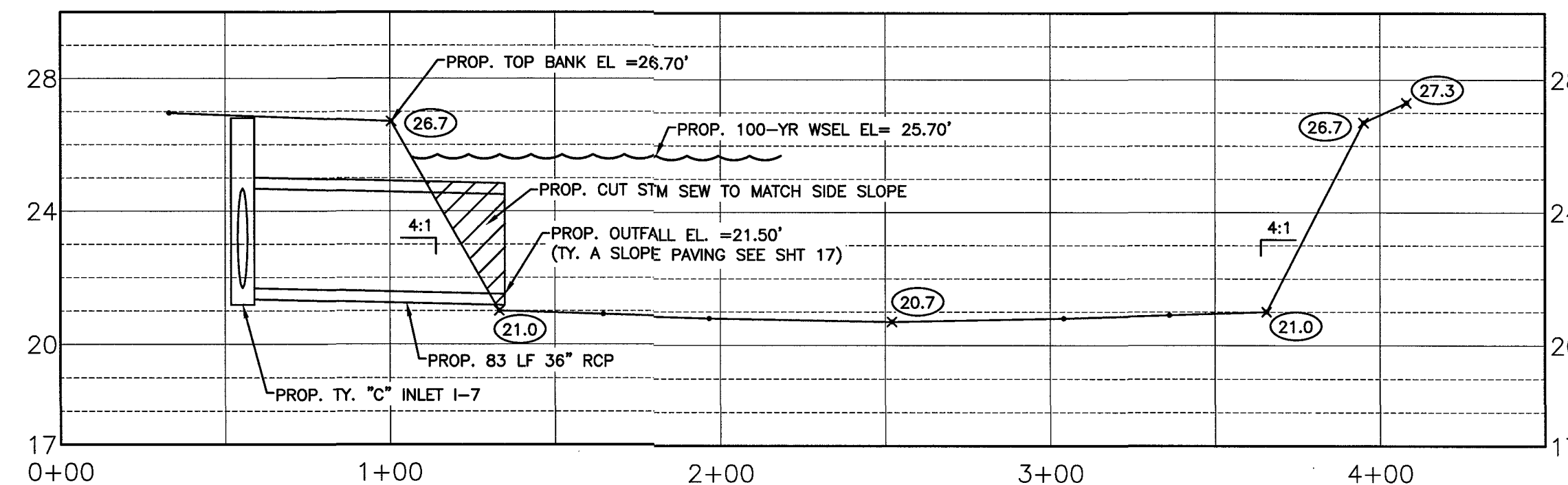
PROPOSED CONDITION (100-YEAR STORM)

Q = CIA x 1.25 PK
 A = 37.4 ACRES
 C = 0.55
 TC = 15 MIN. + 120 LF GRASS @ 0.5 FPS
 + 220 LF GUTTER @ 2.0 FPS
 + 850 LF STM SEW @ 3.0 FPS
 + 310 LF POND @ 2.0 FPS = 28.8 MIN.

I = 6.612 IN/HR

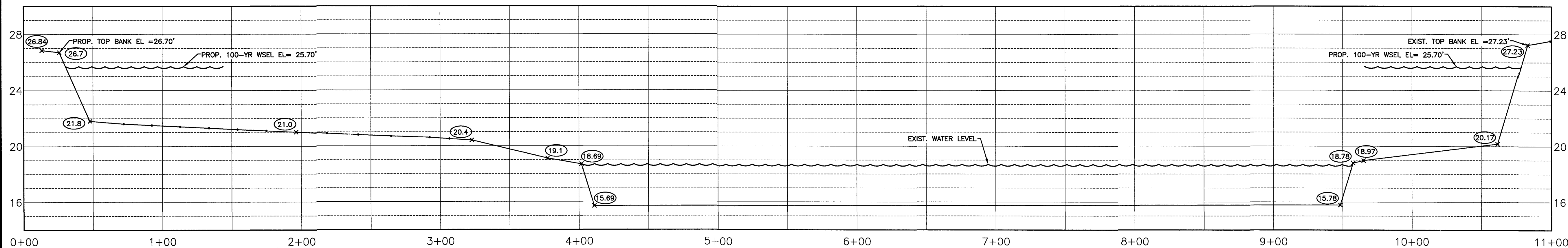
Q = 0.55 x 6.612 x 37.4 x 1.25 = 170.00 CFS

DETENTION REQUIRED = 16.066 AC-FT



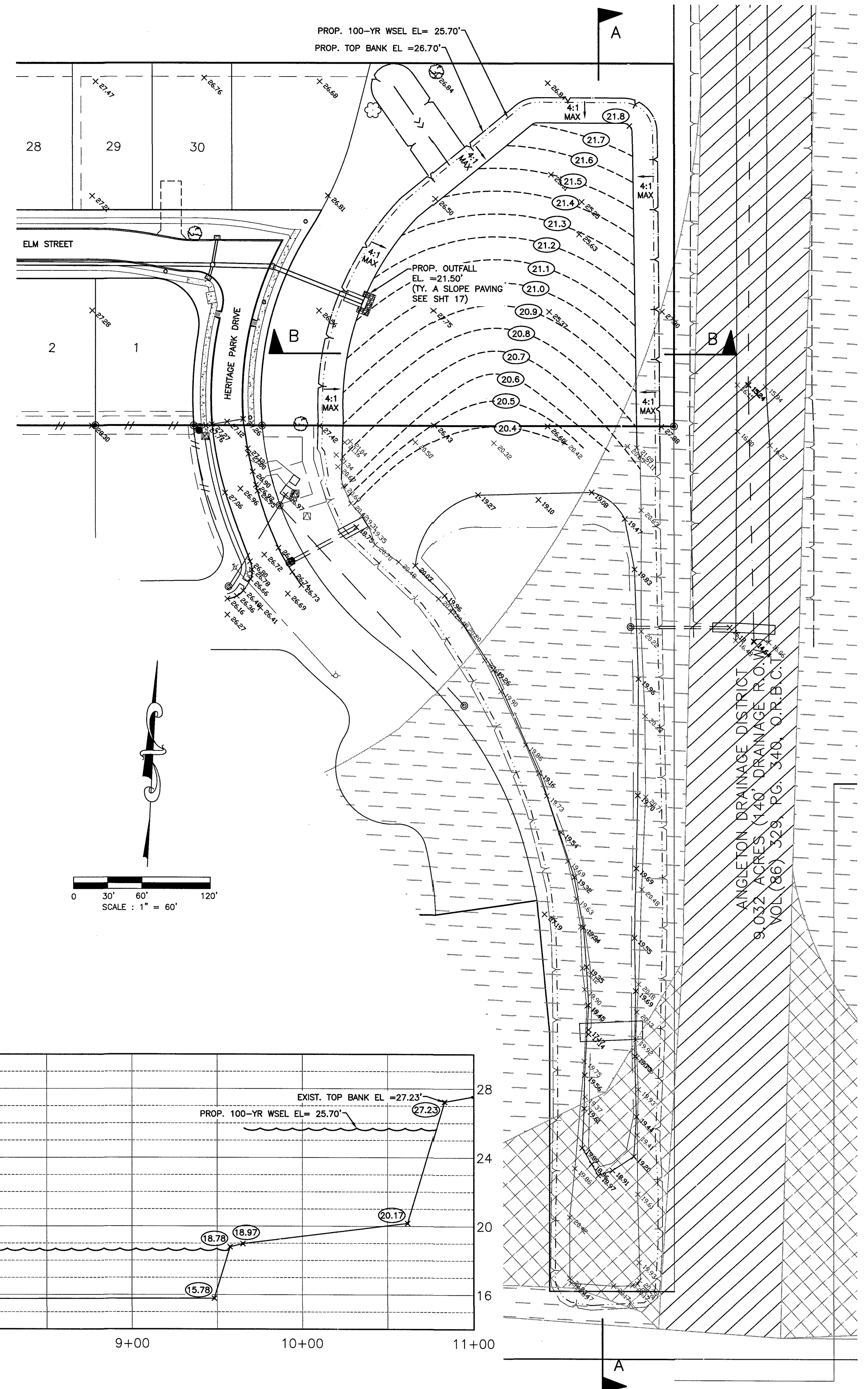
SECTION B-B

1" = 40' (HORIZ.)
 1" = 4' (VERT.)



SECTION A-A

1" = 40' (HORIZ.)
 1" = 4' (VERT.)



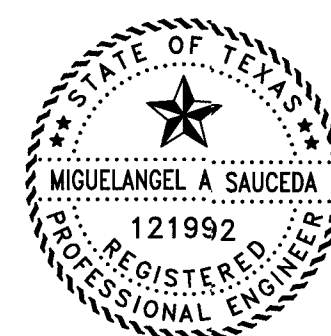
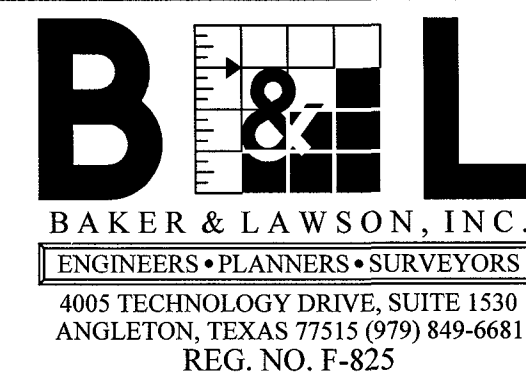
NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED MS

DRAWN

CHECKED

DATE



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Date: 4/23/22

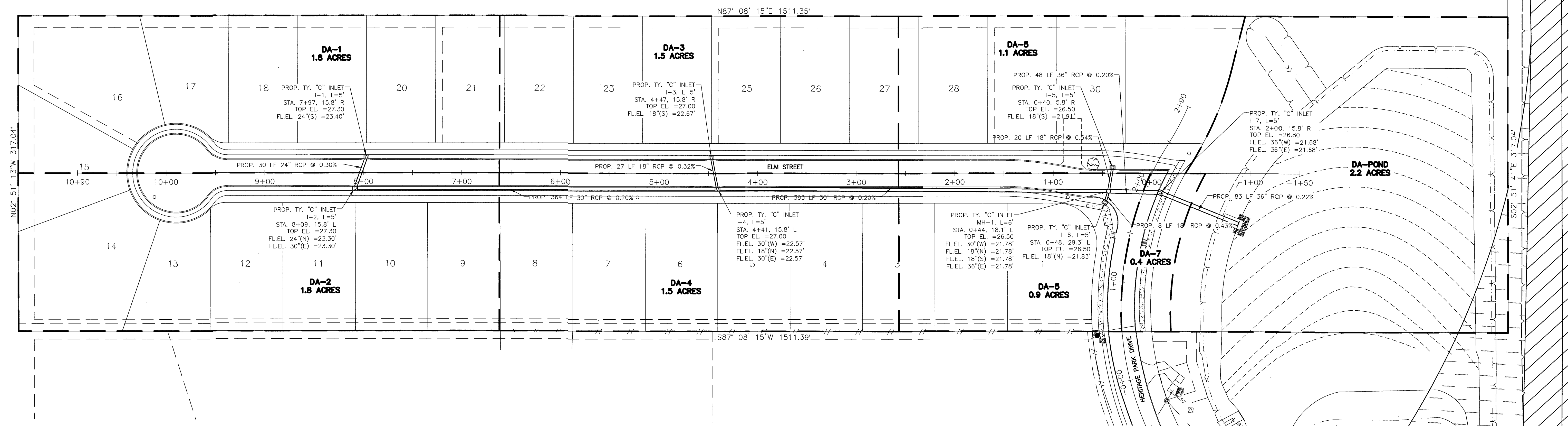
OWNER:
 Clint Peltier
 Clint Peltier Custom Homes
 979-481-4840

PLAN: 1" = 60'
 PROFILE:
 HORIZONTAL:
 VERTICAL:

HERITAGE PARK SECTION 3
 ANGLETON, TEXAS
 PLANS FOR
 GRADING, PAVING, UTILITIES
 AND DETENTION

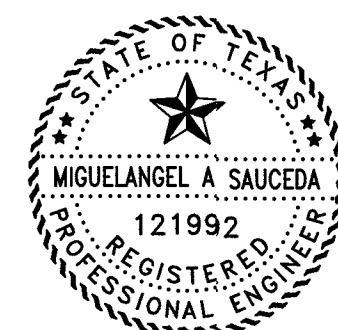
DETENTION POND LAYOUT
 & CALCULATIONS

PROJECT NO. 15012




NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED MS
DRAWN _____
CHECKED _____
DATE _____



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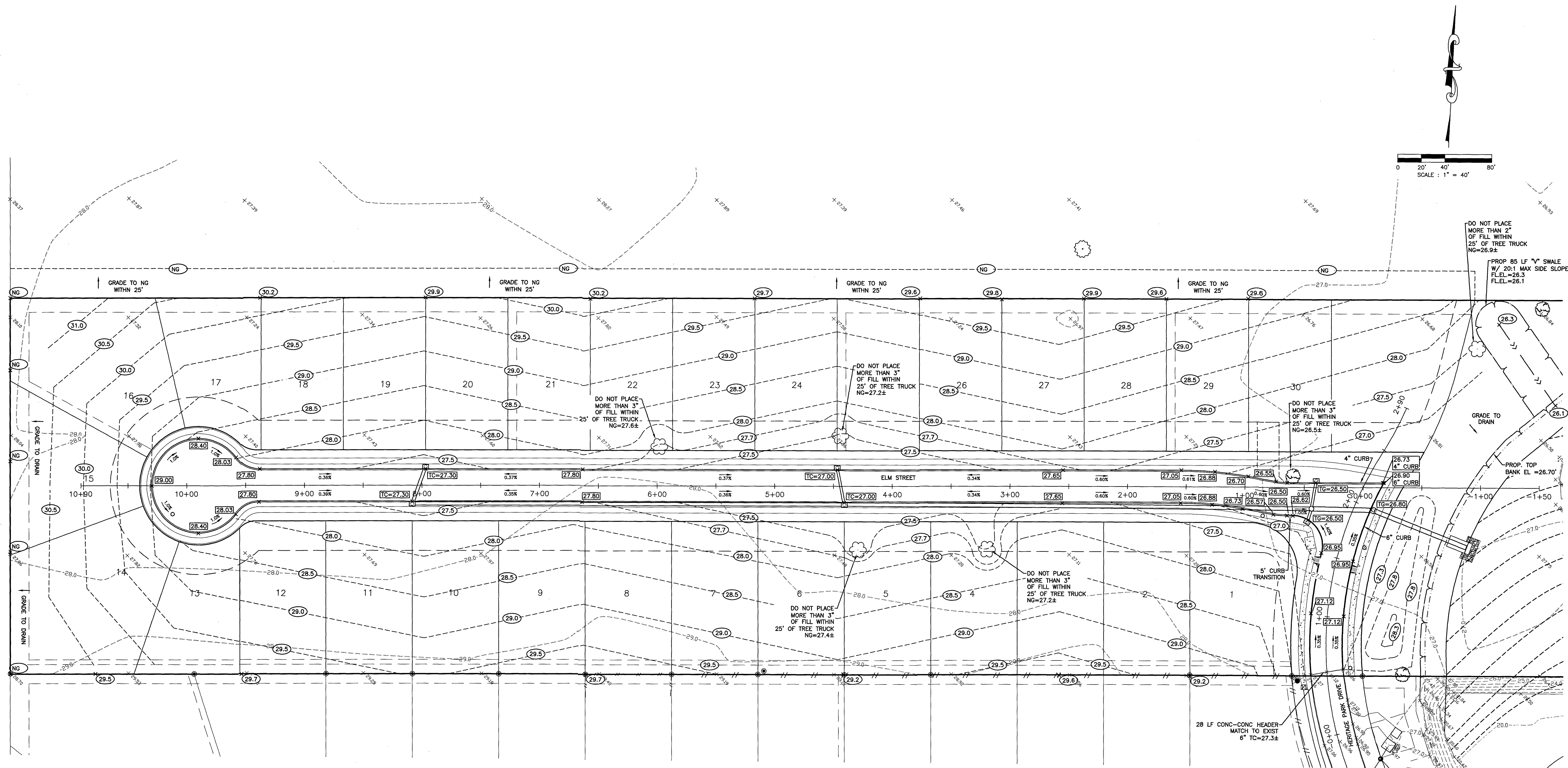
OWNER:
Clint Peltier
Clint Peltier Custom Homes
979-481-4840

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

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

DRAINAGE ANALYSIS & STORM SEWER LAYOUT

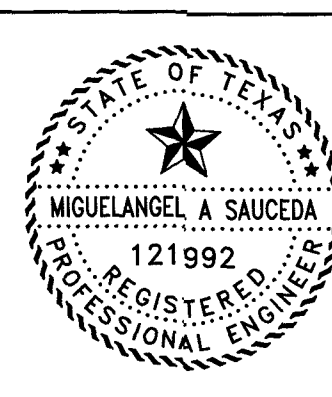
PROJECT NO. 15012



NO.	DATE	DESCRIPTION	APPROVED

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 ENGINEERS • PLANNERS • SURVEYORS
 4005 TECHNOLOGY DRIVE, SUITE 1530
 ANGLETON, TEXAS 77515 (979) 849-6681
 REG. NO. F-825



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 Clint Peltier Custom Homes
 979-481-4840

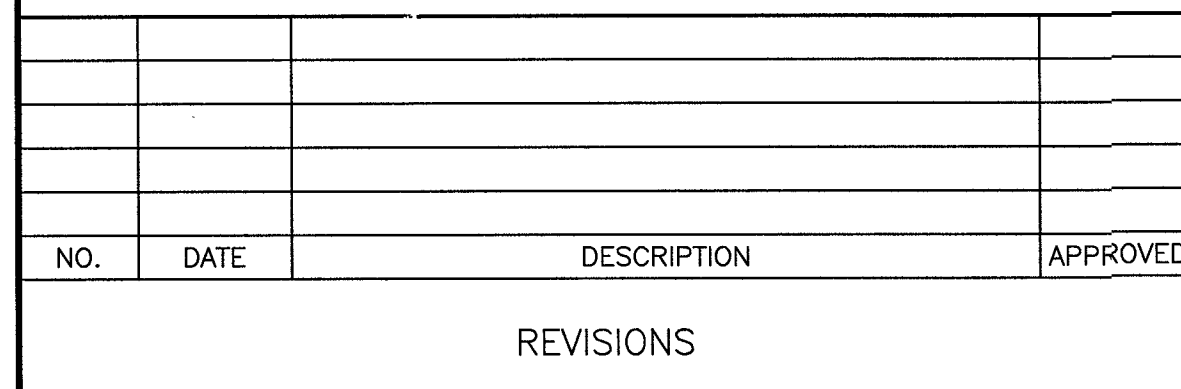
PLAN: 1" = 40'
 PROFILE:
 HORIZONTAL:
 VERTICAL:

HERITAGE PARK SECTION 3
 ANGLETON, TEXAS
 PLANS FOR
 GRADING, PAVING, UTILITIES
 AND DETENTION

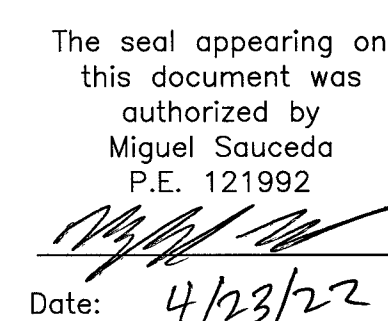
LOT GRADING PLAN

PROJECT NO. 15012

583



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4005 TECHNOLOGY DRIVE, SUITE 1530
ANGLETON, TEXAS 77515 (979) 849-6681
REG. NO. F-825



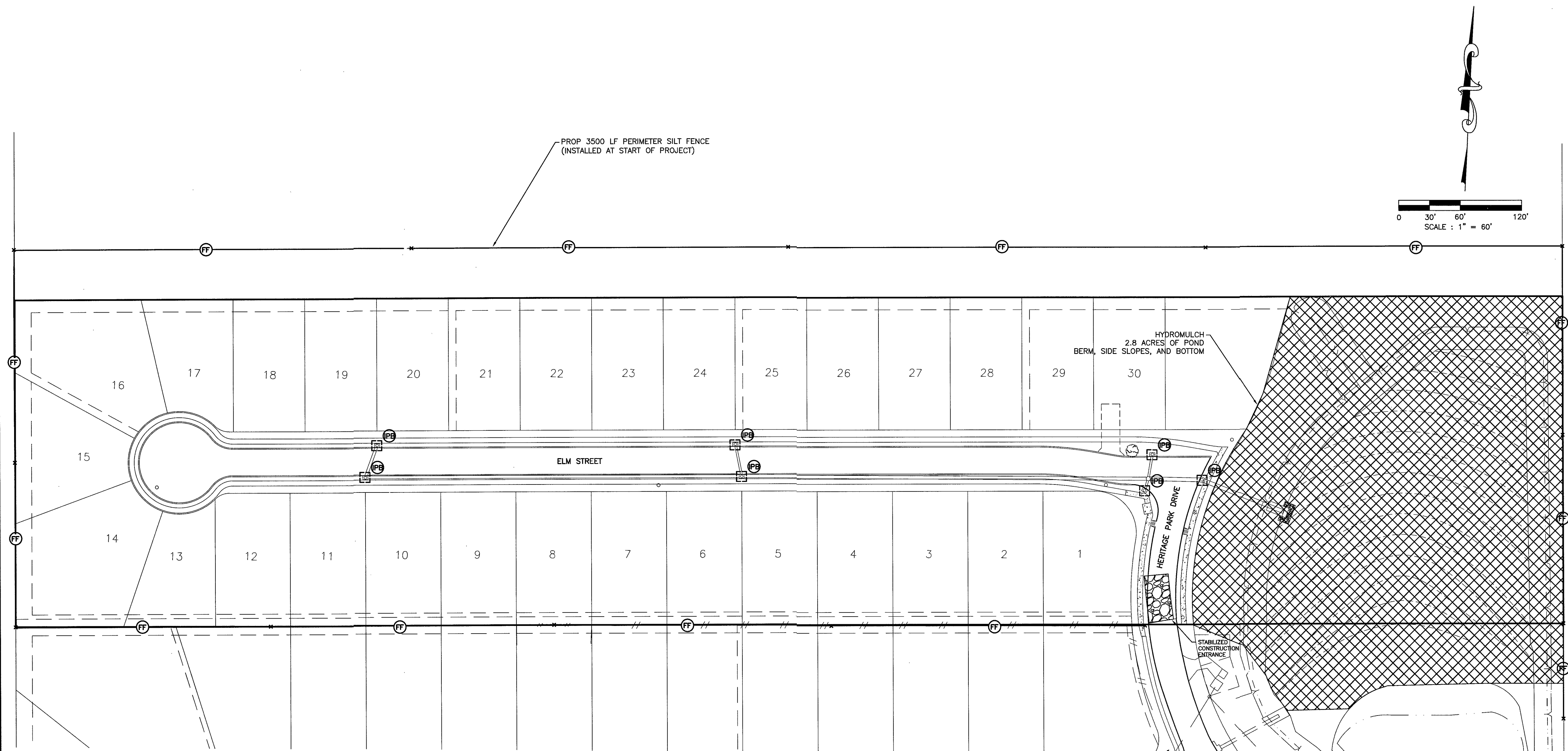
PLAN: 1" = 50'
 PROFILE:
 HORIZONTAL: _____
 VERTICAL: _____

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

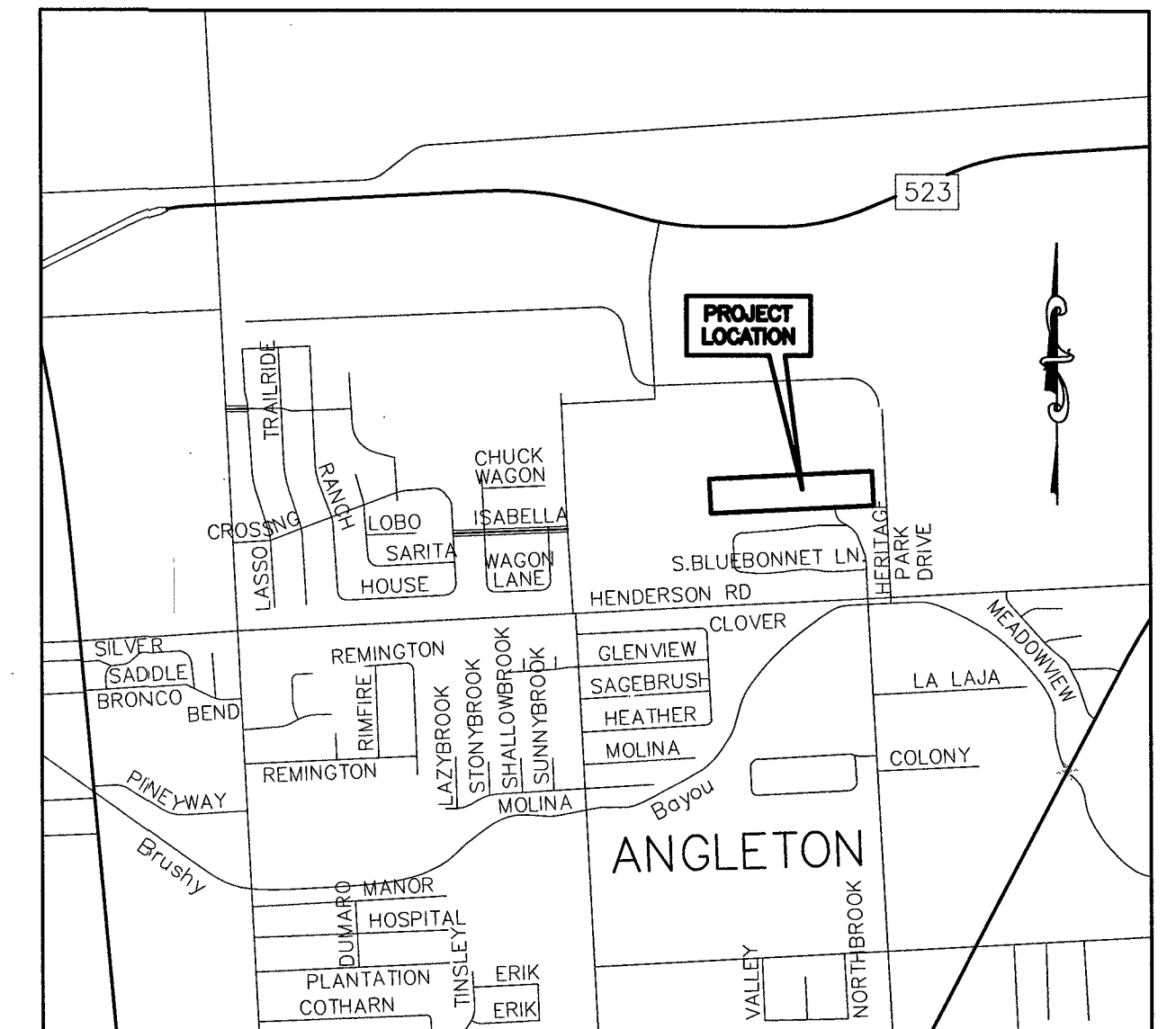
CUT AND FILL CALCULATIONS

PROJECT NO. 15012

PROJECT NO. 15012



GENERAL LOCATION MAP

VICINITY MAP
N.T.S.

PROJECT/SITE INFORMATION

PROJECT NAME: HERITAGE PARK SECTION 3
 PROJECT ADDRESS/LOCATION: 0 HERITAGE PARK DRIVE
 CITY: ANGLETON STATE: TX. ZIP CODE: 77515
 LATITUDE: 29°11'48.1" LONGITUDE: 95°24'41.3" COUNTY: BRAZORIA
 NAME OF RECEIVING WATERS: GULF OF MEXICO

05/01/2022 05/01/2023
 MONTH/DAY/YEAR MONTH/DAY/YEAR
 ESTIMATED CONSTRUCTION START DATE ESTIMATED COMPLETION DATE
 ESTIMATE OF AREA TO BE DISTURBED: 13.00 ACRES
 ESTIMATE OF LIKELIHOOD OF DISCHARGE:

☐ UNLIKELY ☐ ONCE PER WEEK ☐ CONTINUAL
☒ ONCE PER MONTH ☐ ONCE PER DAY

ARE THERE ANY LISTED ENDANGERED OR THREATENED SPECIES, OR
 DESIGNATED CRITICAL HABITAT IN THE PROJECT AREA?

☐ YES ☒ NO

ELIGIBILITY WITH REGARD TO PROTECTION OF ENDANGERED SPECIES HAS BEEN
 SATISFIED THROUGH THE INDICATED SECTION OF PART 1.B.3.e.(2) OF
 THE PERMIT.

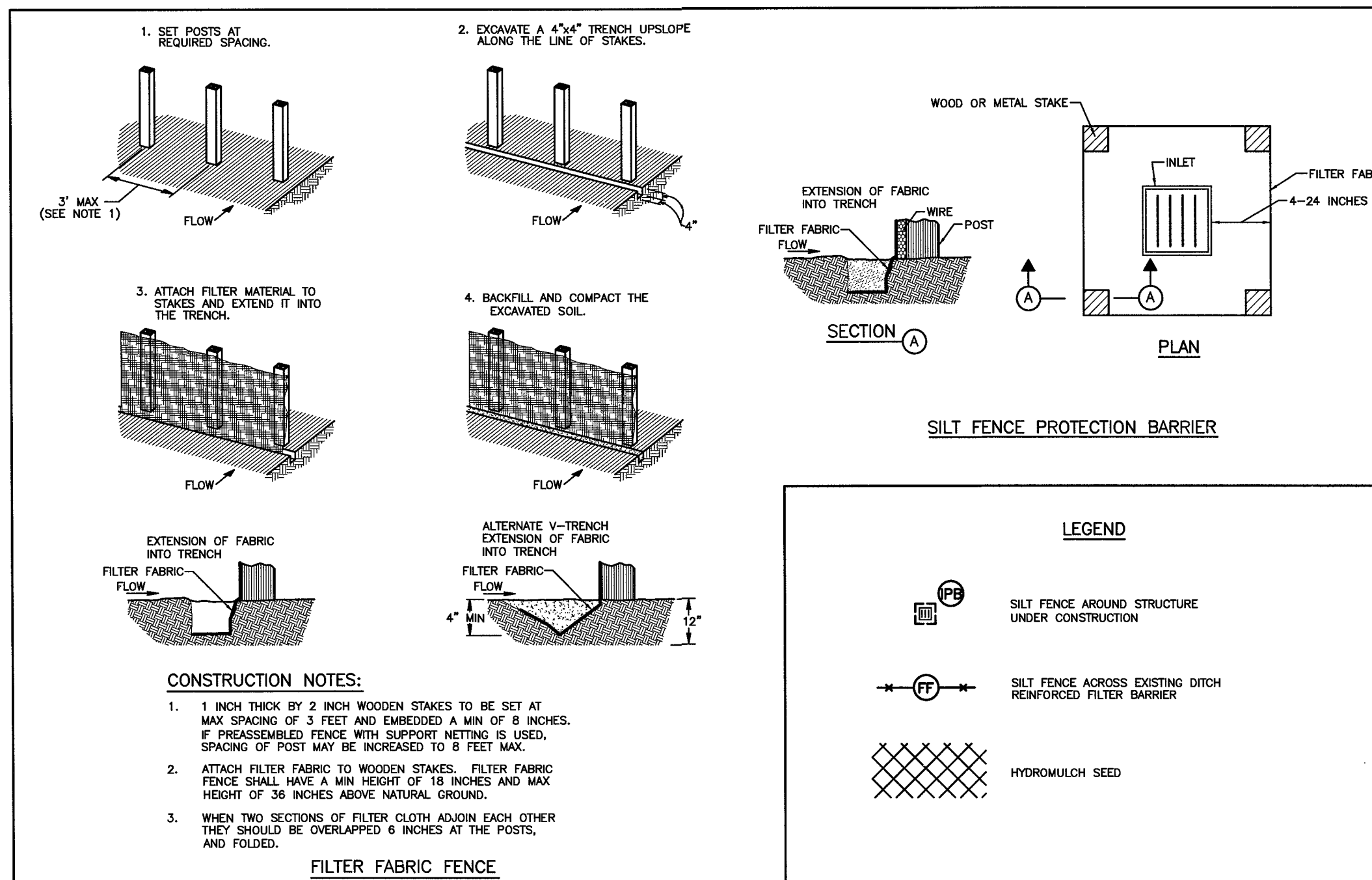
(a) ☒ (b) ☐ (c) ☐ (d) ☐

NOTES:

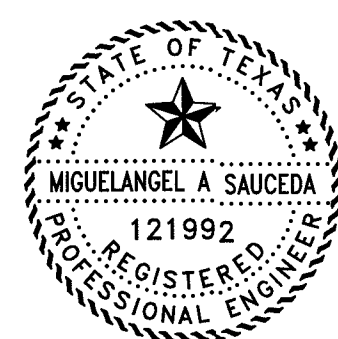
CONTRACTOR WILL DRY SEED APPROXIMATELY
 13.0 ACRES OF LAND AT PROJECT COMPLETION

CONTRACTOR WILL INSTALL SILT FENCING BEHIND
 ALL BACK OF CURB AT PROJECT COMPLETION
 (2450 LF)

CONTRACTOR WILL INSTALL PRE-CONCRETE AND
 POST-CONCRETE INLET PROTECTION BARRIERS ON
 CURB INLETS



NO.	DATE	DESCRIPTION	APPROVED

DESIGNED MSDRAWN CHECKED DATE 

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 P.E. 121992
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OWNER:
Clint Peltier
Clint Peltier Custom Homes
979-481-4840

PLAN: 1" = 60'
 PROFILE:
 HORIZONTAL:
 VERTICAL:

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

SWPPP LAYOUT

PROJECT NO. 15012

1. SITE DESCRIPTION

- A. NATURE OF THE CONSTRUCTION ACTIVITY: HERITAGE PARK, SECTION 3 SUBDIVISION ANGLETON, BRAZORIA COUNTY, TEXAS. BEING 11.0 ACRE DEVELOPED AREA WHICH WILL BE A RESIDENTIAL SUBDIVISION OF 30 LOTS (70' WIDE USUALLY). CONSTRUCTION WILL INCLUDE UNDERGROUND UTILITIES, STORM SEWERS, CONCRETE ROADWAYS WITH CURBS AND DETENTION POND EXCAVATION WITH MATERIAL SPREAD FOR LOT GRADING.
- B. INTENDED SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES: STREET RIGHT OF WAY AND LOT AREAS WILL BE STRIPPED OF ALL VEGETATIVE MATTER. THIS MATERIAL WILL BE STOCKPILED ADJACENT TO THE WORK TO BE SPREAD ON DEVELOPED LOTS AFTER FINAL GRADING. UTILITY AND STORM SEWER CONSTRUCTION WILL REQUIRE TRENCHING. EXCAVATION FOR ROADWAY SUBGRADE AND DETENTION POND WILL INVOLVE SPREADING EXCAVATED MATERIAL ON ADJACENT LOTS. RAINFALL RUNOFF WILL BE DIRECTED TO THE STREET GUTTERS AND TO THE CONSTRUCTED STORM SEWER SYSTEM. TRUCKS WILL BE USED TO DELIVER MATERIAL TO THE PROJECT INCLUDING LIME, CONCRETE, UTILITY AND STORM SEWER MATERIALS AND OTHER CONSTRUCTION MATERIALS. TRUCKS WILL ALSO BE USED TO HAUL CONSTRUCTION DEBRIS AWAY FROM THE SITE. THESE TRUCKS WILL BE ROUTED ALONG HERITAGE PARK DRIVE FOR INGRESS AND EGRESS. RUTTING DURING WET WEATHER WILL PROVIDE POTENTIAL FOR TRACKING MUD ALONG THE ROUTE.
- C. TOTAL PROJECT AREA: 11.00 ACRES
- D. TOTAL AREA TO BE DISTURBED: 13.00 ACRES
- WEIGHTED RUNOFF COEFFICIENT (BEFORE CONSTRUCTION): 0.30 (AFTER CONSTRUCTION): 0.55
- E. REFER TO GENERAL LOCATION MAP AND SITE MAP FOR DRAINAGE PATTERNS AND APPROXIMATE SLOPES ANTICIPATED AFTER MAJOR GRADING ACTIVITIES; AREAS OF SOIL DISTURBANCE; AREAS WHICH WILL NOT BE DISTURBED; LOCATIONS OF MAJOR STRUCTURAL AND NON-STRUCTURAL CONTROLS; LOCATIONS WHERE STABILIZATION PRACTICES ARE EXPECTED TO OCCUR; LOCATION OF OFF-SITE MATERIAL, WASTE, BORROW OR EQUIPMENT STORAGE AREAS; SURFACE WATERS (INCLUDING WETLANDS); AND LOCATIONS WHERE STORM WATER DISCHARGES TO A SURFACE WATER.
- F. LOCATION AND DESCRIPTION OF ANY DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY OTHER THAN CONSTRUCTION: _____
- G. NAME OF RECEIVING WATERS: RUNOFF WILL BE COLLECTED IN THE STORM SEWER SYSTEM AND ROUTED TO THE DETENTION POND. THE POND OUTFALLS INTO RANCHO DITCH WHICH THEN OUTFALLS TO BRUSHY BAYOU, AND THEN TO THE GULF OF MEXICO.
- AREAL EXTENT AND DESCRIPTION OF WETLAND OR SPECIAL AQUATIC SITE AT OR NEAR THE SITE WHICH WILL BE DISTURBED OR WHICH WILL RECEIVE DISCHARGES FROM DISTURBED AREAS OF THE PROJECT. NONE
- H. REFER TO FEDERAL REGISTER, VOLUME 63, NO.128, MONDAY JULY 6, 1998, PAGES 36497 TO 36515 FOR REQUIREMENTS OF NPDES GENERAL PERMITS FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES IN REGION 6.
- I. LISTED ENDANGERED OR THREATENED SPECIES OR CRITICAL HABITAT FOUND IN PROXIMITY TO THE CONSTRUCTION ACTIVITY: NONE
- J. PROPERTY LISTED OR ELIGIBLE FOR LISTING ON THE NATIONAL REGISTER OF HISTORIC PLACES: NONE

2. CONTROLS

NARRATIVE — SEQUENCE OF CONSTRUCTION ACTIVITIES AND APPROPRIATE CONTROL MEASURES DURING CONSTRUCTION

THE ORDER OF CONSTRUCTION WILL BEGIN WITH STRIPPING OF ALL VEGETATION FROM THE WORK AREA.

1. INSTALL SILT FENCE AROUND THE PERIMETER OF THE AREA TO BE DISTURBED. THE ORDER OF ACTIVITIES WILL BEGIN WITH THE COMPLETE STRIPPING OF ALL AREAS TO RECEIVE FILL MATERIAL. REMOVED VEGETATION TO BE STOCKPILED ADJACENT TO THE WORK TO BE SPREAD AFTER LOT GRADING IS COMPLETE.
2. REGRADE THE EXISTING POND AND SPREAD MATERIALS ON SITE. INSTALL WATER LINES, SANITARY SEWER LINES AND MANHOLES AND STORM SEWER PIPES, INLETS AND MANHOLES. INSTALL INLET PROTECTION BARRIERS AROUND ALL INLETS. FULLY EXCAVATE THE DETENTION POND TO PROVIDE OUTFALL PATH FOR THE STORM SEWER SYSTEM. INSTALL THE RESTRICTIVE OUTLET.
3. ROADWAY EXCAVATION, LIME STABILIZATION AND CONCRETE PAVING WILL FOLLOW UNDERGROUND UTILITY AND STORM SEWER CONSTRUCTION. DURING ROADWAY WORK, THE REMAINDER OF THE DETENTION POND WILL BE EXCAVATED AND MATERIAL SPREAD ON LOTS. INSTALL SILT FENCE IN THE BOTTOM OF THE POND UPSTREAM OF THE RESTRICTIVE OUTFALL CULVERT.
4. AS SOON AS CONCRETE CURBS ARE INSTALLED, INSTALL SILT FENCING BEHIND ALL CURBS.
5. ALL SEEDED AND FERTILIZED AREA TO BE IRRIGATED TO ENSURE GROWTH.

- A. EROSION AND SEDIMENT CONTROLS: EROSION AND SEDIMENT CONTROLS SHALL RETAIN SEDIMENT ON SITE TO THE EXTENT PRACTICABLE. CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS (WHERE APPLICABLE) AND GOOD ENGINEERING PRACTICES. OFFSITE SEDIMENT ACCUMULATIONS MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFFSITE IMPACTS. SEDIMENT MUST BE REMOVED FROM SEDIMENT TRAPS OR SEDIMENTATION PONDS WHEN CAPACITY HAS BEEN REDUCED BY 50%. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WALL SHALL BE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.

SOIL STABILIZATION PRACTICES:	OWNER/ DEVELOPER	GENERAL CNTRTR.	BUILDER	OTHER
TEMPORARY SEEDING				
PERMANENT PLANTING, SODDING, OR SEEDING		X		
MULCHING— WHERE INDICATED		X		
SOIL RETENTION BLANKET		X		
VEGETATIVE BUFFER STRIPS				
PRESERVATION OF NATURAL RESOURCES				
OTHER:				

THE FOLLOWING RECORDS SHALL BE MAINTAINED AND ATTACHED TO THIS SWPPP:
DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, DATES WHEN STABILIZATION MEASURES ARE INITIATED.

STRUCTURAL PRACTICES:	OWNER/ DEVELOPER	GENERAL CNTRTR.	BUILDER	OTHER
REINFORCED SILT FENCES		X		
HAY BALES				
ROCK BERMS				
DIVERSION, INTERCEPTOR, OR PERIMETER DIKES				
DIVERSION, INTERCEPTOR, OR PERIMETER SWALES				
DIVERSION DIKE AND SWALE COMBINATIONS				
PIPE SLOPE DRAINS				
ROCK BEDDING AT CONSTRUCTION EXIT		X		
TIMBER MATTING AT CONSTRUCTION EXIT				
SEDIMENT TRAPS				
SEDIMENT BASINS				
STORM INLET PROTECTION		X		
STONE OUTLET STRUCTURES				
OTHER:				

- B. STORM WATER MANAGEMENT MEASURES INSTALLED DURING CONSTRUCTION TO CONTROL POLLUTANTS IN STORM WATER DISCHARGES THAT WILL OCCUR AFTER CONSTRUCTION:

CURBS & GUTTERS STORM SEWERS

C. OTHER CONTROLS

NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED TO WATERS OF THE UNITED STATES, EXCEPT AS AUTHORIZED BY A PERMIT ISSUED UNDER SECTION 404 OF THE CLEAN WATER ACT.

WASTE MATERIALS: ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL CONTAINER. THE CONTAINER SHALL MEET ALL STATE AND CITY SOLID WASTE MANAGEMENT REGULATIONS. THE CONTAINER SHALL BE EMPTIED AS NECESSARY AND THE TRASH HAULED TO AN APPROPRIATE DUMP SITE. NO CONSTRUCTION MATERIALS WILL BE BURIED ON SITE.

HAZARDOUS WASTE (INCLUDING SPILL REPORTING): AT A MINIMUM, ANY PRODUCTS IN THE FOLLOWING CATEGORIES ARE CONSIDERED TO BE HAZARDOUS: PAINT, CLEANING SOLVENTS, ASPHALT PRODUCTS, PETROLEUM PRODUCTS, CHEMICAL ADDITIVES FOR SOIL STABILIZATION, AND CONCRETE CURING COMPOUNDS AND ADDITIVES. IN THE EVENT OF A SPILL WHICH MAY BE HAZARDOUS, THE SPILL COORDINATOR SHOULD BE CONTACTED IMMEDIATELY.

SANITARY WASTE: PORTABLE SANITARY FACILITIES WILL BE PROVIDED BY THE CONTRACTOR. ALL SANITARY WASTES WILL BE COLLECTED FROM PORTABLE UNITS AND SERVICED BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR.

OFFSITE VEHICLE TRACKING SHALL BE MINIMIZED BY:

- X HAUL ROADS DAMPENED FOR DUST CONTROL LOADED
X HAUL TRUCKS TO BE COVERED WITH TARPULIN
X EXCESS DIRT ON ROAD REMOVED DAILY STABILIZED
 CONSTRUCTION ENTRANCE

OTHER: TRUCKS HAULING VEGETATION AND DEBRIS WILL BE MONITORED AND SHALL BE COVERED WITH TARPULAINS IF REQUIRED TO PREVENT DUST OR OTHER PARTICLES FROM BLOWING OR FALLING FROM TRUCK.

REMARKS: ALL OPERATIONS WILL BE CONDUCTED IN A MANNER THAT WILL MINIMIZE AND CONTROL THE AMOUNTS OF SEDIMENT THAT MAY ENTER THE RECEIVING WATERS. DISPOSAL AREAS SHALL NOT BE LOCATED IN ANY WETLAND, WATERBODY, OR STREAMBED. CONSTRUCTION STAGING AREAS AND VEHICLE MAINTENANCE AREAS SHALL BE CONSTRUCTED BY THE CONTRACTOR IN A MANNER TO MINIMIZE THE RUNOFF OF POLLUTANTS.

3. MAINTENANCE

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN EFFECTIVE OPERATING CONDITION. IF A REPAIR IS NECESSARY IT SHALL BE DONE AT THE EARLIEST TIME POSSIBLE, BUT NO LATER THAN SEVEN CALENDAR DAYS AFTER THE GROUND HAS DRIED SUFFICIENTLY TO PREVENT FURTHER DAMAGE FROM HEAVY EQUIPMENT. THE AREAS ADJACENT TO DRAINAGE WAYS SHALL HAVE PRIORITY, FOLLOWED BY DEVICES PROTECTING STORM SEWER INLETS. MAINTENANCE SHALL BE PERFORMED BEFORE THE NEXT ANTICIPATED STORM EVENT OR AS SOON AS PRACTICABLE.

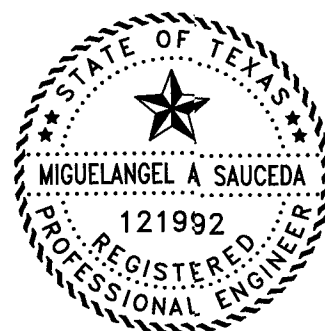
4. INSPECTION

AN INSPECTION WILL BE PERFORMED BY THE PERMITEE EVERY FOURTEEN DAYS AS WELL AS AFTER EVERY ONE-HALF INCH OR GREATER RAINFALL EVENT. AN INSPECTION AND RAINFALL REPORT WILL BE MADE AFTER EACH INSPECTION. ANY DEFICIENCIES WILL BE NOTED AND APPROPRIATE CHANGES SHALL BE MADE TO THE SYSTEM TO COMPLY WITH REQUIREMENTS.

5. NON-STORMWATER DISCHARGES

- FIRE HYDRANT FLUSHING
X BUILDING WASHDOWN WITHOUT DETERGENTS
X PAVEMENT WASHDOWN WITHOUT DETERGENTS
X CONDENSATE
 UNCONTAMINATED GROUNDWATER
 UNCONTAMINATED FOUNDATION DRAINS

				DESIGNED <u>MS</u>
				DRAWN _____
				CHECKED _____
				DATE _____
NO.	DATE	DESCRIPTION	APPROVED	
REVISIONS				



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VERTICAL: _____

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

SWPPP NARRATIVE

PROJECT NO. 15012

Hydrological and Hydraulic Impacts

Heritage Park 3, Angleton TX
Job # 15012

Brazoria County, Texas

A = 11.0 Acre Development :

Pre Development:

C = 0.1815
TC = 65.3 Minutes, I = 4.408 in/hr
Q = 100 Year Storm = 8.80 cfs

Post Development

C = 0.55
T/C = 28.8 Minutes, I = 6.612 in/hr
Q = 100 Year Storm = 50.00 cfs

Required Detention:

4.725 acre - feet (205,821 c.f.)

Maximum allowable outfall rate is 0.80 cfs/acre
ac according to Bra Co Master Study for
Drainage Areas BB35 & BB36 of Bastrop Bayou

Pre Q100 = 0.80 x 11.0 = 8.8 CFS

Miguel Saucedo, P.E. Feb 28, 2022

Drainage Analysis

Job # 15012 - Heritage Park 3, Angleton TX

Rainfall intensity calculations for Brazoria County

I = intensity (in/hr)
b = coefficient
t = time of concentration
d = coefficient
e = coefficient

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

i := 1..6

b _i :=	S _b :=	d _i :=
75.5	0.807	14.7
82.8	0.775	16.9
88.1	0.756	18.4
100.8	0.753	19.1
107.3	0.742	19.8
120.2	0.741	21.3

T₀ := 65.3 ENTER PREDEVELOPMENT
TIME OF CONCENTRATION

I_i := $\frac{b_i}{(d_i + T_0)^a}$ I₆ = 4.408 Predevelopment
intensity of interest

C₀ := 0.1815 ENTER PREDEVELOPMENT C VALUE

A₀ := 11.0 ENTER AREA

C_r := 1.00

Q := C_rI₆A

Q = 8.8

V₀ := (C)₀A-43560-1.08

V = 9,392 × 10⁴

Must Insert correct subscript for I to obtain the relevant Q

For these calculations, total volume storage is assumed to
equal (C)₀A with A converted to square feet multiplied
by 13³ (1.08³)

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

T := $\frac{V}{1.39 \cdot Q}$ T = 7.679 × 10³

t := 0, 1000..84000

f(t) := $\left(\frac{Q}{2}\right) \cdot \left(1 - \cos\left(\frac{t \cdot \pi}{T}\right)\right)$

f(t) describes rising limb of hydrograph

g(t) := 4.34 · Q · exp $\left[-1.30 \cdot \left(\frac{t}{T}\right)\right]$

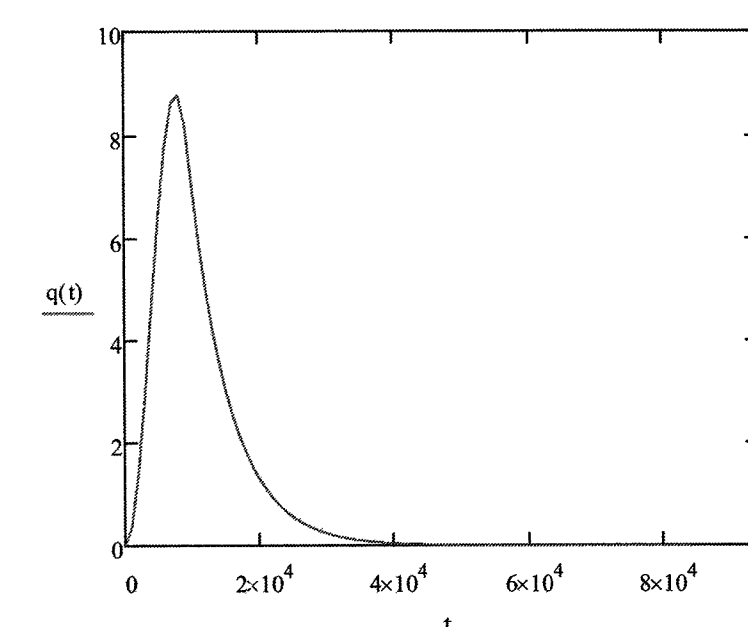
g(t) describes descending limb of hydrograph

q(t) := if(t ≤ 1.25 · T, f(t), g(t))

Volume_{pre} := $\int_0^{86400} q(t) dt$

Volume_{pre} = 9.426 × 10⁴

Predevelopment hydrograph



T₀ := 28.8

ENTER POST DEVELOPMENT TIME OF
CONCENTRATION

I₁ := $\frac{b_1}{(d_1 + T_0)^a}$

I₆ = 6.612 Post development I of interest

C₀ := 0.55

ENTER POST DEVELOPMENT C FACTOR
REVISE C AND AREA IF NECESSARY

C₀ := 1.25

Q₀ := C₀I₆A · C_r

Q = 50.002

V₀ := (C)₀A-43560-1.08

5

V = 2.846 × 10⁵

T := $\frac{V}{1.39 \cdot Q}$ T = 4.095 × 10³

t := 0, 1000..25000

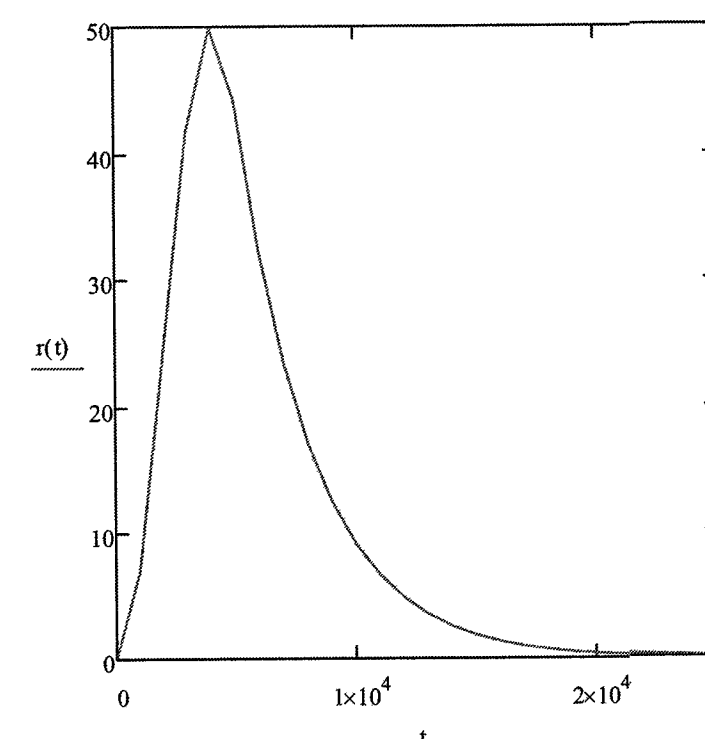
f(t) := $\left(\frac{Q}{2}\right) \cdot \left(1 - \cos\left(\frac{t \cdot \pi}{T}\right)\right)$

g(t) := 4.34 · Q · exp $\left[-1.30 \cdot \left(\frac{t}{T}\right)\right]$

r(t) := if(t ≤ 1.25 · T, f(t), g(t))

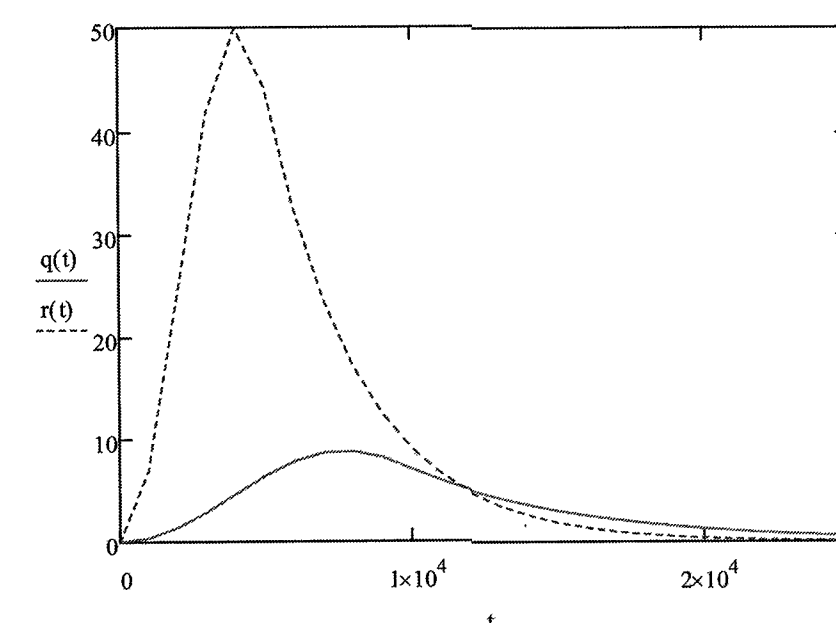
Volume_{post} := $\int_0^{86400} r(t) dt$

Volume_{post} = 2.856 × 10⁵
Post development
hydrograph



6

Combined pre and post development
hydrographs



h(t) := ((r(t) - q(t)) · 1)

v(t) := if(f(t) > 0, f(t), 0)

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

ACRE- FEET

$\int_0^{86400} v(t) dt$
= 4.725

5

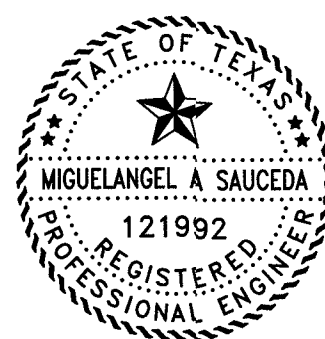
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PROFILE:

HORIZONTAL:

VERTICAL:

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

HYDROLOGIC
CALCULATIONS

PROJECT NO. 15012

WinStorm (STORM DRAIN DESIGN)

Version 3.05, Jan. 25, 2002
Run @ 2/21/2022 12:28:43 PMPROJECT NAME : Heritage Park 3
JOB NUMBER : 15012
PROJECT DESCRIPTION :
DESIGN FREQUENCY : 5 Years
ANALYSIS FREQUENCY : 100 Years
MEASUREMENT UNITS: ENGLISH

OUTPUT FOR DESIGN FREQUENCY of: 5 Years

Runoff Computation for Design Frequency:

ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total Q (cfs)
A-1	0.55	1.80	15.00	15.00	6.64	0.000	6.578
A-2	0.55	1.80	15.00	15.00	6.64	0.000	6.578
A-3	0.55	1.50	15.00	15.00	6.64	0.000	5.481
A-4	0.55	1.50	15.00	15.00	6.64	0.000	5.481
A-5	0.55	1.10	15.00	15.00	6.64	0.000	4.020
A-6	0.55	0.90	15.00	15.00	6.64	0.000	3.289
A-7	0.55	0.40	15.00	15.00	6.64	0.000	1.462

Sag Inlets Configuration Data:

Inlet ID	Inlet Type	Inlet Length (ft)	Gutter Perim. (sf)	Grate Area (sf)	Left-Slope (%)	Right-Slope (%)	Gutter n	Depth Allowed (ft)	Critic Elev. (ft)
A-1	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50
A-2	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50
A-3	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50
A-4	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50
A-5	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50
A-6	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50
A-7	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50

Sag Inlets Computation Data:

Inlet ID	Inlet Type	Inlet Length (ft)	Gutter Perim. (sf)	Grate Area (sf)	Total Q (cfs)	Inlet Capacity (cfs)	Total Head (ft)	Ponded Left (ft)	Width Right
A-1	Curb	5.00	n/a	n/a	6.578	6.718	0.490	12.20	12.20
A-2	Curb	5.00	n/a	n/a	6.578	6.718	0.490	12.20	12.20
A-3	Curb	5.00	n/a	n/a	5.481	6.261	0.458	11.40	11.40
A-4	Curb	5.00	n/a	n/a	5.481	6.261	0.458	11.40	11.40
A-5	Curb	5.00	n/a	n/a	4.020	6.261	0.372	10.15	10.15
A-6	Curb	5.00	n/a	n/a	3.289	6.261	0.325	9.40	9.40
A-7	Curb	5.00	n/a	n/a	1.462	6.261	0.190	6.95	6.95

Cumulative Junction Discharge Computations

Node I.D.	Node Type	Node C-Value	Node Weighted Dr.Area (acres)	Cumulat. Tc (min)	Cumulat. Intens. (in/hr)	User Supply Q (cfs)	Additional Q in Node (cfs)	Total Disch. (cfs)
A-1	Curb	0.550	1.80	15.00	6.64	0.000	0.00	6.578
A-2	Curb	0.550	3.60	15.12	6.62	0.000	0.00	13.104
A-3	Curb	0.550	1.50	15.00	6.64	0.000	0.00	5.481
A-4	Curb	0.550	6.60	16.61	6.31	0.000	0.00	22.921
A-5	Curb	0.550	1.10	15.00	6.64	0.000	0.00	4.020
A-6	Curb	0.550	0.90	15.00	6.64	0.000	0.00	3.289
SMH-1	CircMh	0.550	8.60	18.02	6.06	0.000	0.00	28.647
A-7	Curb	0.550	9.00	18.18	6.03	0.000	0.00	29.837
OUT	Outlet	0.550	9.00	18.18	6.03	0.000	0.00	29.837

Conveyance Configuration Data

Run#	Node I.D.	US	DS	Flowline Elev. (ft)	Shape	#	Span (ft)	Rise (ft)	Length (ft)	Slope (%)	n_value
1	A-1	A-2	23.40	23.30	Circ	1	0.00	2.00	30.00	0.33	0.013
2	A-2	A-4	23.30	22.57	Circ	1	0.00	2.50	364.00	0.20	0.013
3	A-3	A-4	22.67	22.57	Circ	1	0.00	1.50	27.00	0.37	0.013
4	A-4	SMH-1	22.57	21.78	Circ	1	0.00	3.00	393.00	0.20	0.013
5	A-5	SMH-1	21.91	21.78	Circ	1	0.00	1.50	20.00	0.65	0.013
6	A-6	SMH-1	21.83	21.78	Circ	1	0.00	1.50	7.00	0.71	0.013
7	SMH-1	A-7	21.78	21.68	Circ	1	0.00	3.00	48.00	0.21	0.013
8	A-7	OUT	21.68	21.50	Circ	1	0.00	3.00	83.00	0.22	0.013

Conveyance Hydraulic Computations. Tailwater = 24.200 (ft)

Run#	Hydraulic Grade	US Elev (ft)	DS Elev (ft)	Fr.Slope (%)	Depth (ft)	Unif. Actual (ft/s)	Unif. Actual (ft/s)	Q (cfs)	Cap (cfs)	Loss (ft)	Junc
1	25.17	25.16	0.085	1.00	1.86	4.19	2.16	6.58	13.06	0.000	
2	25.16	24.83	0.102	1.56	2.26	4.06	2.81	13.10	18.37	0.000	
3	24.90	24.83	0.272	1.08	1.50	4.03	3.10	5.48	6.39	0.000	
4	24.83	24.42	0.118	1.97	2.64	4.66	3.48	22.92	29.91	0.000	
5*	24.44	24.42	0.146	0.73	1.50	4.74	2.27	4.02	8.47	0.000	
6*	24.42	24.42	0.098	0.63	1.50	4.64	1.86	3.29	8.88	0.000	
7	24.42	24.34	0.184	2.34	2.66	4.84	4.32	28.65	30.45	0.000	
8	24.34	24.20	0.200	2.34	2.70	5.04	4.45	29.84	31.07	0.000	

OUTPUT FOR ANALYSIS FREQUENCY of: 100 Years

Runoff Computation for Analysis Frequency:

ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total Q (cfs)
A-1	0.55	1.80	15.00	15.00	10.10	0.000	9.998
A-2	0.55	1.80	15.00	15.00	10.10	0.000	9.998
A-3	0.55	1.50	15.00	15.00	10.10	0.000	8.331
A-4	0.55	1.50	15.00	15.00	10.10	0.000	8.331
A-5	0.55	1.10	15.00	15.00	10.10	0.000	6.110
A-6	0.55	0.90	15.00	15.00	10.10	0.000	4.999
A-7	0.55	0.40	15.00	15.00	10.10	0.000	2.222

Sag Inlets Configuration Data:

Inlet ID	Inlet Type	Inlet Length (ft)	Gutter Perim. (sf)	Grate Area (sf)	Left-Slope (%)	Right-Slope (%)	Gutter n	Depth Allowed (ft)	Critic Elev. (ft)
A-1	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50
A-2	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50
A-3	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50
A-4	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50
A-5	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50
A-6	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50
A-7	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50

Sag Inlets Computation Data:

Inlet ID	Inlet Type	Inlet Length (ft)	Gutter Perim. (sf)	Grate Area (sf)	Total Q (cfs)	Inlet Capacity (cfs)	Total Head (ft)	Ponded Left (ft)	Width Right
A-1	Curb	5.00	n/a	n/a	9.998	6.718	0.804	14.25	14.25
A-2	Curb	5.00	n/a	n/a	9.998	6.718	0.804	14.25	14.25
A-3	Curb	5.00	n/a	n/a	8.331	6.718	0.634	13.35	13.35
A-4	Curb	5.00	n/a	n/a	8.331	6.718	0.634	13.35	13.35
A-5	Curb	5.00	n/a	n/a	6.110	6.261	0.492	11.85	11.85
A-6	Curb	5.00	n/a	n/a	4.999	6.261	0.430	11.00	11.00
A-7	Curb	5.00	n/a	n/a	2.222	6.261	0.251	8.10	8.10

Cumulative Junction Discharge Computations

Node I.D.	Node Type	Node C-Value	Node Weighted Dr.Area (acres)	Cumulat. Tc (min)	Cumulat. Intens. (in/hr)	User Supply Q (cfs)	Additional Q in Node (cfs)	Total Disch. (cfs)
A-1	Curb	0.550	1.80	15.00	10.10	0.000	0.00	9.998
A-2	Curb	0.550	3.60	15.11	10.07	0.000	0.00	19.929
A-3	Curb	0.550	1.50	15.00	10.10	0.000	0.00	8.331
A-4	Curb	0.550	6.60	16.56	9.64	0.000	0.00	35.003
A-5	Curb	0.550	1.10	15.00	10.10	0.000	0.00	6.110
A-6	Curb	0.550	0.90	15.00	10.10	0.000	0.00	4.999
SMH-1	CircMh	0.550	8.60	17.89	9.29	0.000	0.00	43.963
A-7	Curb	0.550	9.00	18.02	9.26	0.000	0.00	45.848
OUT	Outlet	0.550	9.00	18.02	9.26	0.000	0.00	45.848

Conveyance Configuration Data

Run#	Node I.D.	US	DS	Flowline Elev. (ft)	Shape	#	Span (ft)	Rise (ft)	Length (ft)	Slope (%)	n_value
1	A-1	A-2	23.40	23.30	Circ	1	0.00	2.00	30.00	0.33	0.013
2	A-2	A-4	23.30	22.57	Circ	1	0.00	2.50	364.00	0.20	0.013
3	A-3	A-4	22.67	22.57	Circ	1	0.00	1.50	27.00	0.37	0.013
4	A-4	SMH-1	22.57	21.78	Circ	1	0.00	3.00	393.00	0.20	0.013
5	A-5	SMH-1	21.91	21.78	Circ	1	0.00	1.50	20.00	0.65	0.013
6	A-6	SMH-1	21.83	21.78	Circ	1	0.00	1.50	7.00	0.71	0.013
7	SMH-1	A-7	21.78	21.68	Circ	1	0.00	3.00	48.00	0.21	0.013
8	A-7	OUT	21.68	21.50	Circ	1	0.00	3.00	83.00	0.22	0.013

Conveyance Hydraulic Computations. Tailwater = 24.200 (ft)

Run#	Hydraulic Grade	US Elev (ft)	DS Elev (ft)	Fr.Slope (%)	Depth (ft)	Unif. Actual (ft/s)	Unif. Actual (ft/s)	Q (cfs)	Cap (cfs)	Loss (ft)	Junc
1	27.10	27.04	0.195	1.31	2.00	4.57	3.18	10.00	13.06	0.000	
2	27.04	26.18	0.236	2.34	2.50	4.17	4.06	19.93	18.37	0.000	
3	26.35	26.18	0.629	1.50	1.50	4.71	4.71	8.33	6.39	0.000	
4	26.18	25.10	0.275	3.00	3.00	4.95	4.95	35.00	29.91	0.000	
5*	25.17	25.10	0.338	0.94	1.50	5.22	3.46	6.11	8.47	0.000	
6*	25.12	25.10	0.226	0.81	1.50	5.15	2.83	5.00	8.88	0.000	
7	25.10	24.89	0.434	3.00	3.00	6.22	6.22	43.96	30.45	0.000	
8	24.89	24.50	0.472	3.00	3.00	6.49	6.49	45.85	31.07	0.000	

* Super critical flow.

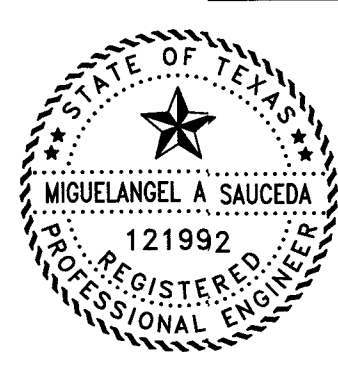
NORMAL TERMINATION OF WINSTORM.

DESIGNED MS

DRAWN

CHECKED

DATE



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Date: 4/23/22

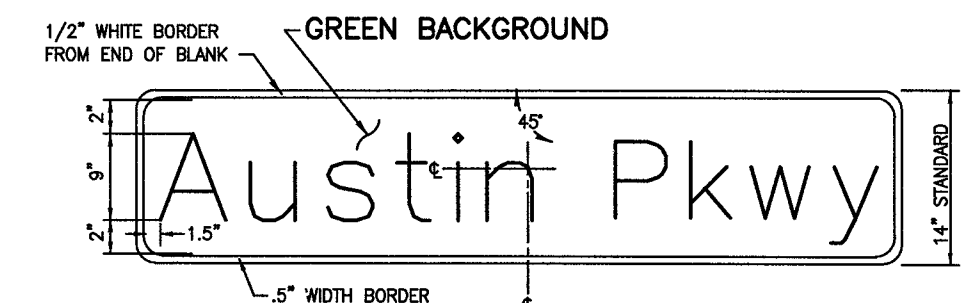
OWNER:

Clint Peltier
Clint Peltier Custom Homes
979-481-4840PLAN:
PROFILE:
HORIZONTAL:
VERTICAL:HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTIONWINDSTORM DATA
I-1 TO I-7

PROJECT NO. 15012

- GENERAL CONSTRUCTION NOTES:
1. SECURELY ATTACH STREET NAME SIGN TO TRAFFIC SIGNAL SUPPORT WIRES WITH MULTI-LEVELING, WIND DAMPING BRACKETS.
 2. SUPPORT WIRES SHOULD NOT BE PROTECTED FROM INDEPENDENT MOVEMENT.
 3. INSTALL ONE STREET NAME SIGN APPROXIMATE 2' FROM POLE ABOVE ON-COMING TRAFFIC ON EACH TRAFFIC SIGNAL SIDE.
 4. THE FIRST LETTER OF EACH WORD SHALL BE UPPER CASE, SUBSEQUENT LETTERS SHALL BE LOWER CASE, ALL INDIVIDUAL LETTERS FOR EXAMPLE "M.A.T." SHALL BE UPPER CASE. STREET SUPPORTS & "NO OUTLET" SHALL BE UPPER CASE.
 5. ALL SHEETING SHALL BE "DIAMOND GRADE" OR APPROVED EQUAL.
 6. USE AVOIDED BLANKS ONLY.
 7. STREET SIGN FONTS SHALL BE HELVETICA BOLD, MEDIUM STYLE.
 8. MINIMUM SIGN THICKNESS: 9" SIGNS = .000", 14" SIGNS = .1875"

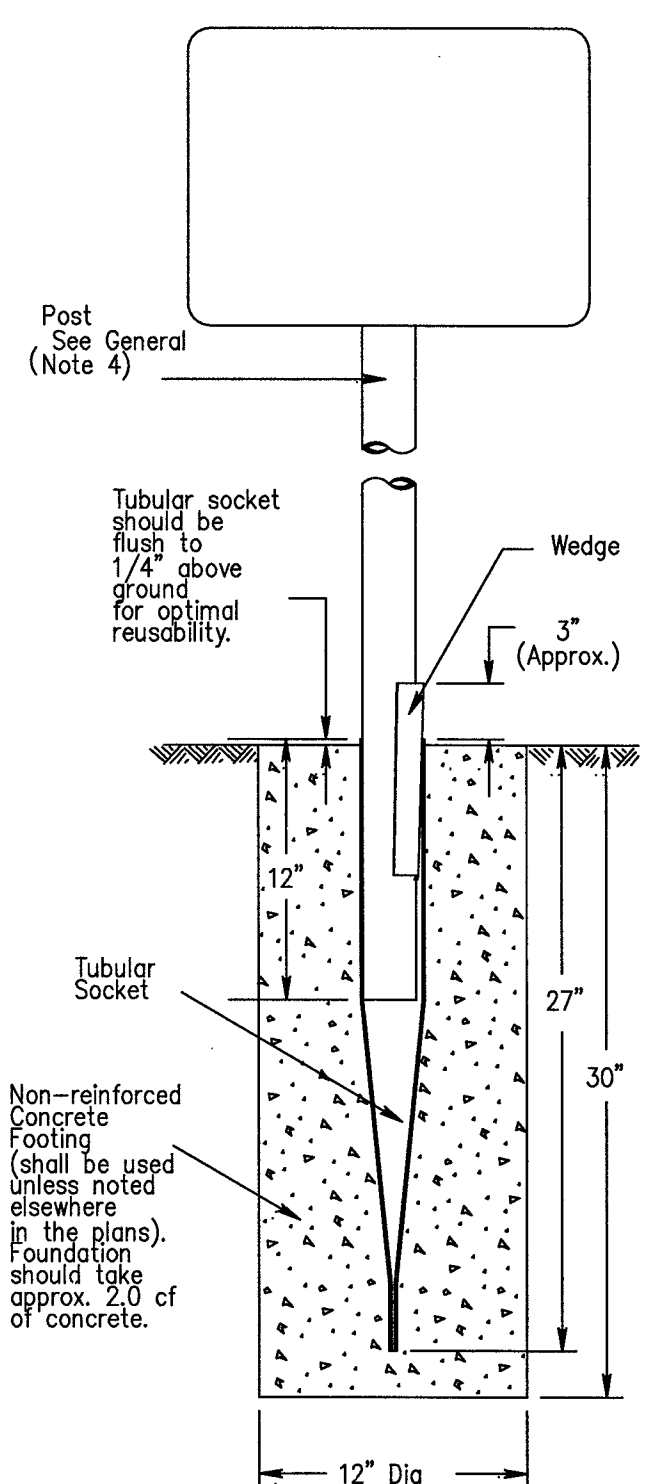
SL-ST-68



DETAIL OF SIGN
FOR MAST ARM TRAFFIC
SIGNAL POLES

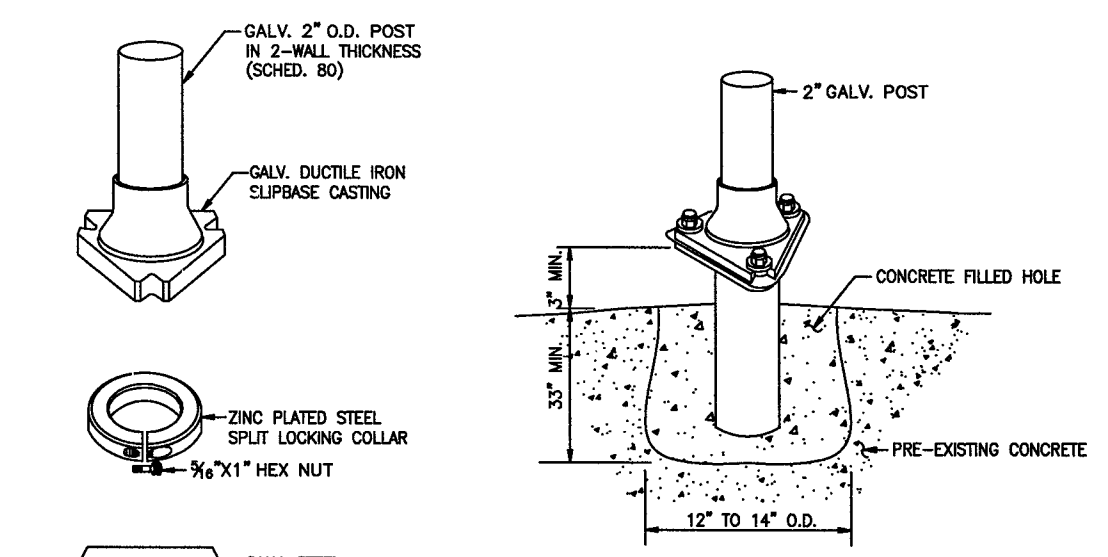
- NOTES:
1. HELVETICA BOLD, MEDIUM STYLE WITH 9" UPPER CASE LETTERS AND 8" LOWER CASE LETTERS.
 2. REFER TO C.O.S.L. DESIGN STANDARDS FOR MORE INFO.
- SL-ST-67

Wedge Anchor System

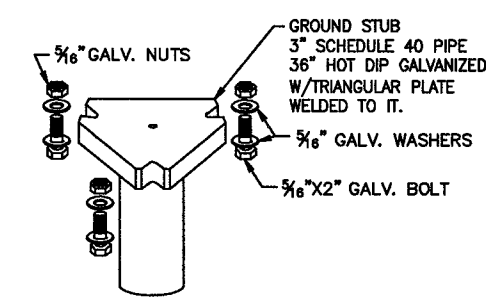


SM RD SGN ASSM TY TWT(X)WA(P)
SL-ST-62

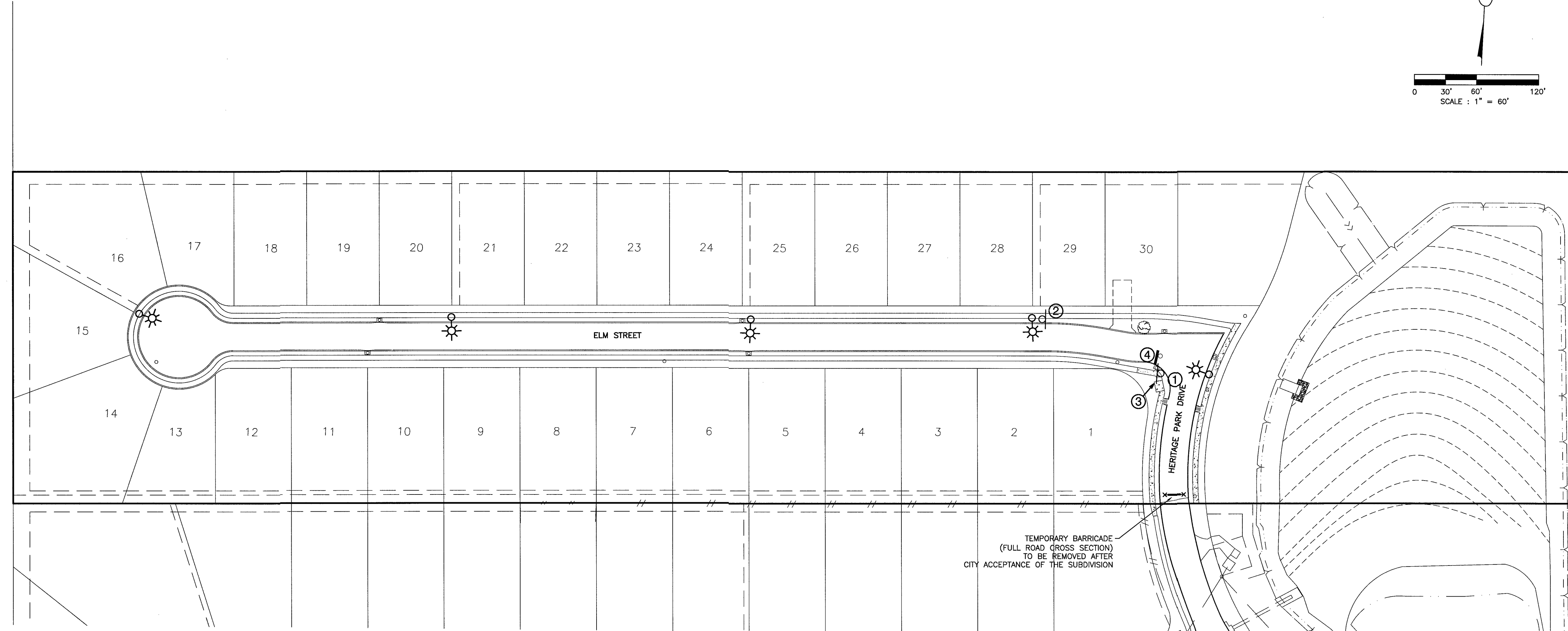
SL-ST-68



CONCRETE SIGN PEDESTAL
SL-ST-65



POZ-LOCK SLIPBASE SYSTEM
SL-ST-64



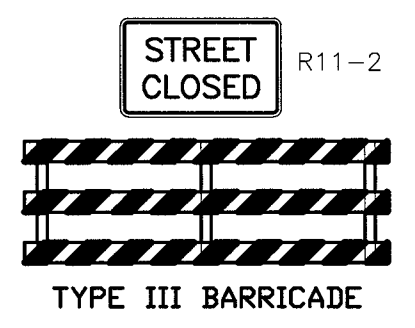
STREET AREA LIGHTING (5 LOCATIONS)

STREET SIGNS

- 1 STOP - FACING ELM STREET
ELM STREET / HERITAGE PARK DRIVE
"NO OUTLET" SIGN FACING HERITAGE PARK DRIVE
- 2 30 MPH SPEED LIMIT
- 3 CBU POST OFFICE MAIL BOXES
- 4 24" WIDE THERMOPLASTIC STOP BAR

LIGHTING PLAN PROVIDED IS SHOWN AS RECOMMENDED. FINAL LOCATIONS AND QUANTITIES ARE DETERMINED BY TEXAS NEW MEXICO POWER (TNMP).

ALL SIGN PLACARDS WILL BE GREEN WITH WHITE LETTERING
BLOCK NUMBERING IS NOT REQUIRED ON PLACARD

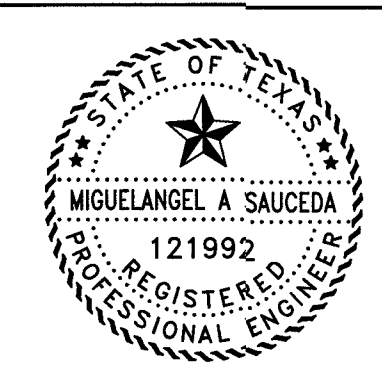


TYPE III BARRICADE

NO.	DATE	DESCRIPTION	APPROVED

DESIGNED MS
DRAWN
CHECKED
DATE

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
4005 TECHNOLOGY DRIVE, SUITE 1530
ANGLETON, TEXAS 77515 (979) 849-6681
REG. NO. F-825



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Date: 4/23/22

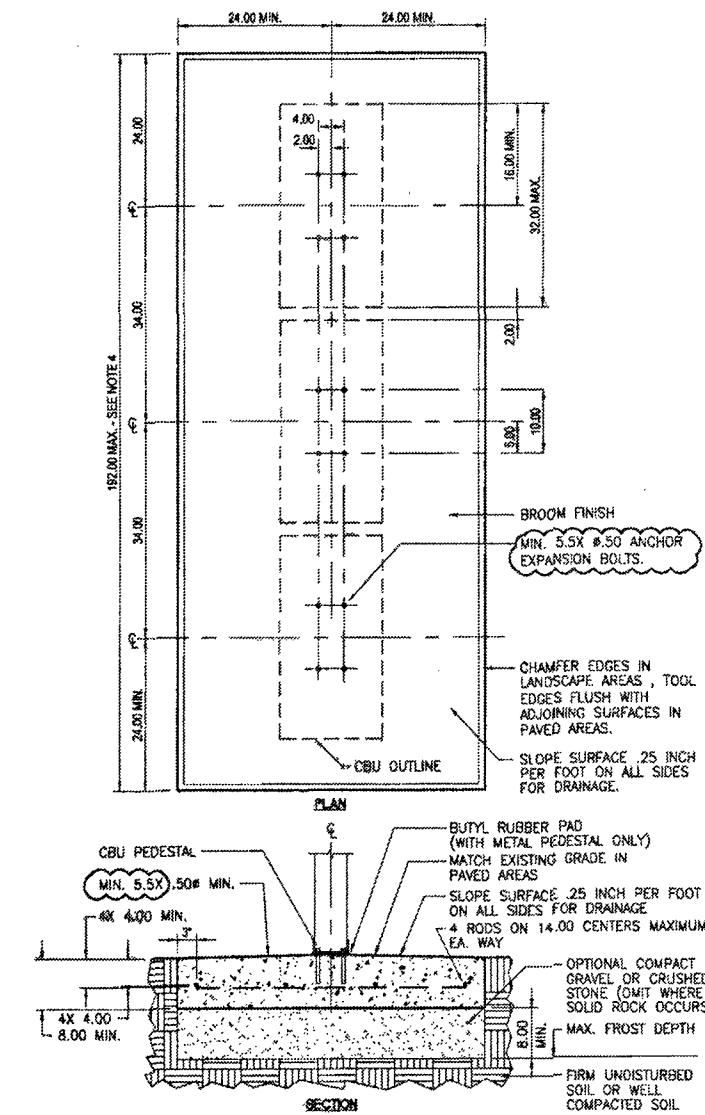
OWNER:
Clint Peltier
Clint Peltier Custom Homes
979-481-4840

PLAN: 1" = 60'
PROFILE:
HORIZONTAL:
VERTICAL:

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

PAVEMENT MARKING,
MAIL BOXES,
STREET SIGNS, AND
ROADWAY LIGHTING LAYOUT
PROJECT NO. 15012

NOTES TO A/E:

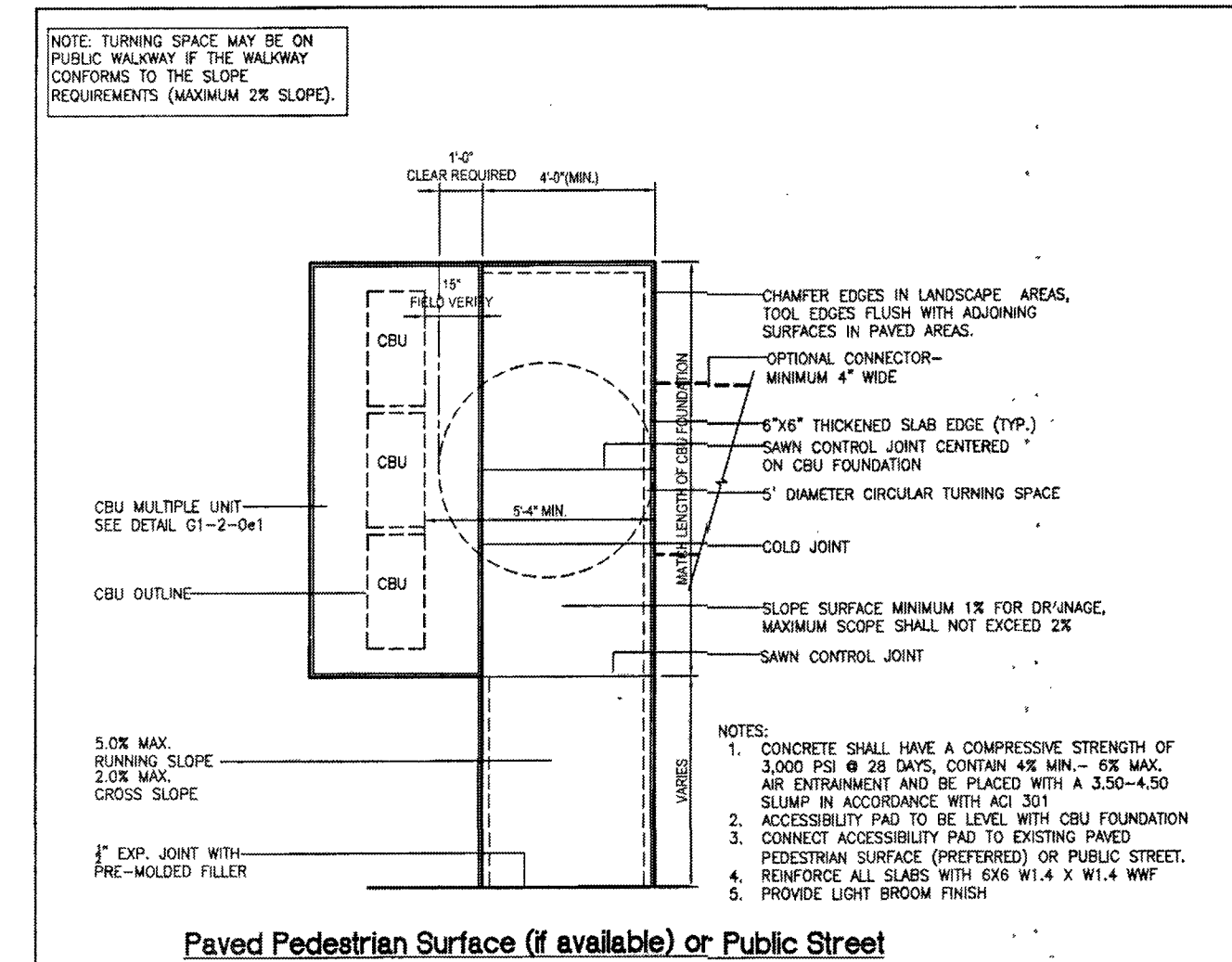


- NOTES:
1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS, CONTAIN 4% MIN. AIR, AND BE PLACED WITH A 3.50 - 4.50 SLUMP IN ACCORDANCE WITH AC 301.
 2. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60.
 3. EXPANSION JOINTS SHALL BE EQUIVALENT TO THE FOLLOWING PROVIDER:
 - a. EXPANSION JOINT: (www.usps.com) 1/2" DIA. x 5'-11 1/2" OVERALL LENGTH.
 - b. PRECAST CONCRETE: (www.usps.com) 1/2" DIA. x 5'-11 1/2" OVERALL LENGTH.
 - c. PRECAST CONCRETE: (www.usps.com) 1/2" DIA. x 5'-11 1/2" OVERALL LENGTH.
 4. A 3" CBU CONFIGURATION IS DELETED. A 2" OR 4" CBU CONFIGURATION MAY BE USED AS LONG AS THEY ARE APPROVED IN GROUPS SUCH THAT THE OVERALL DIMENSION OF THE CONCRETE BASE DOES NOT EXCEED 16 FEET.

Detail	CLUSTER BOX UNIT (CBU) INSTALLATION - MULTIPLE UNIT	Fac.	Ch.	Sect.	Para.	Detail
						G1-2-0 e1
CAD File:	/usps/library/details/G1-2-0e1	Scale:	1/2" = 1'-0"	1/2"	1'	USPS SOL Issued: 10/1/2016 Last Revised: 10/2/2016
UNITED STATES POSTAL SERVICE STANDARD DETAIL LIBRARY						

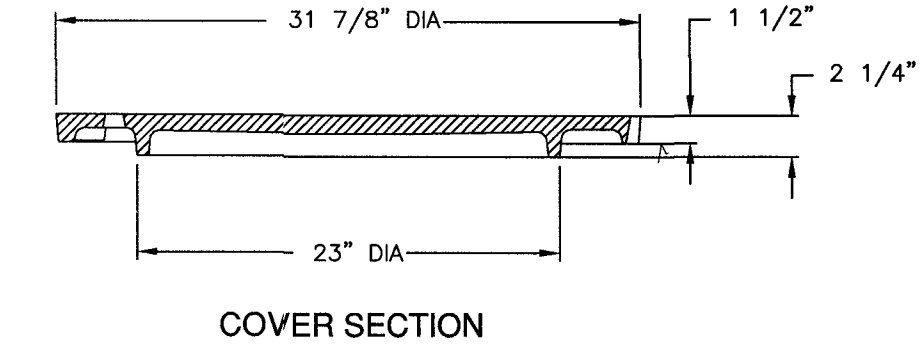
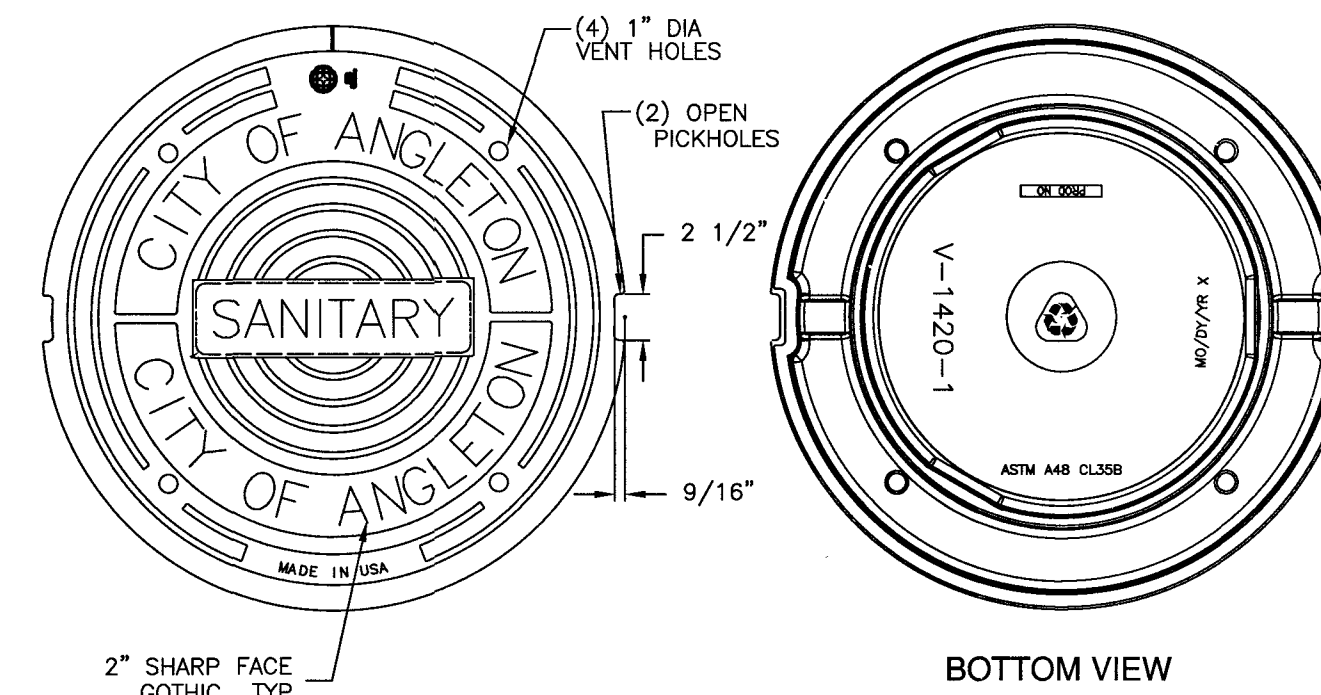
NOTES TO A/E:

1. IF THE ACCESSIBLE ROUTE FROM THE CBU(S) CONNECTS WITH A STREET OR OTHER PAVED SURFACE AT A VERTICAL CURB, A CURB RAMP SHOULD BE INSTALLED IN ACCORDANCE WITH RE-4 REQUIREMENTS.



Detail	CLUSTER BOX UNIT (CBU) ACCESS MANEUVERING SPACE - MULTIPLE UNIT	Fac.	Ch.	Sect.	Para.	Detail
						G1-2-0 e3
CAD File:	/usps/library/details/G1-2-0e3.dwg	Scale:	1/4" = 1'-0"	1/4"	1'	USPS SOL Issued: 10/1/2016 Last Revised: 7/14/2016
UNITED STATES POSTAL SERVICE STANDARD DETAIL LIBRARY						

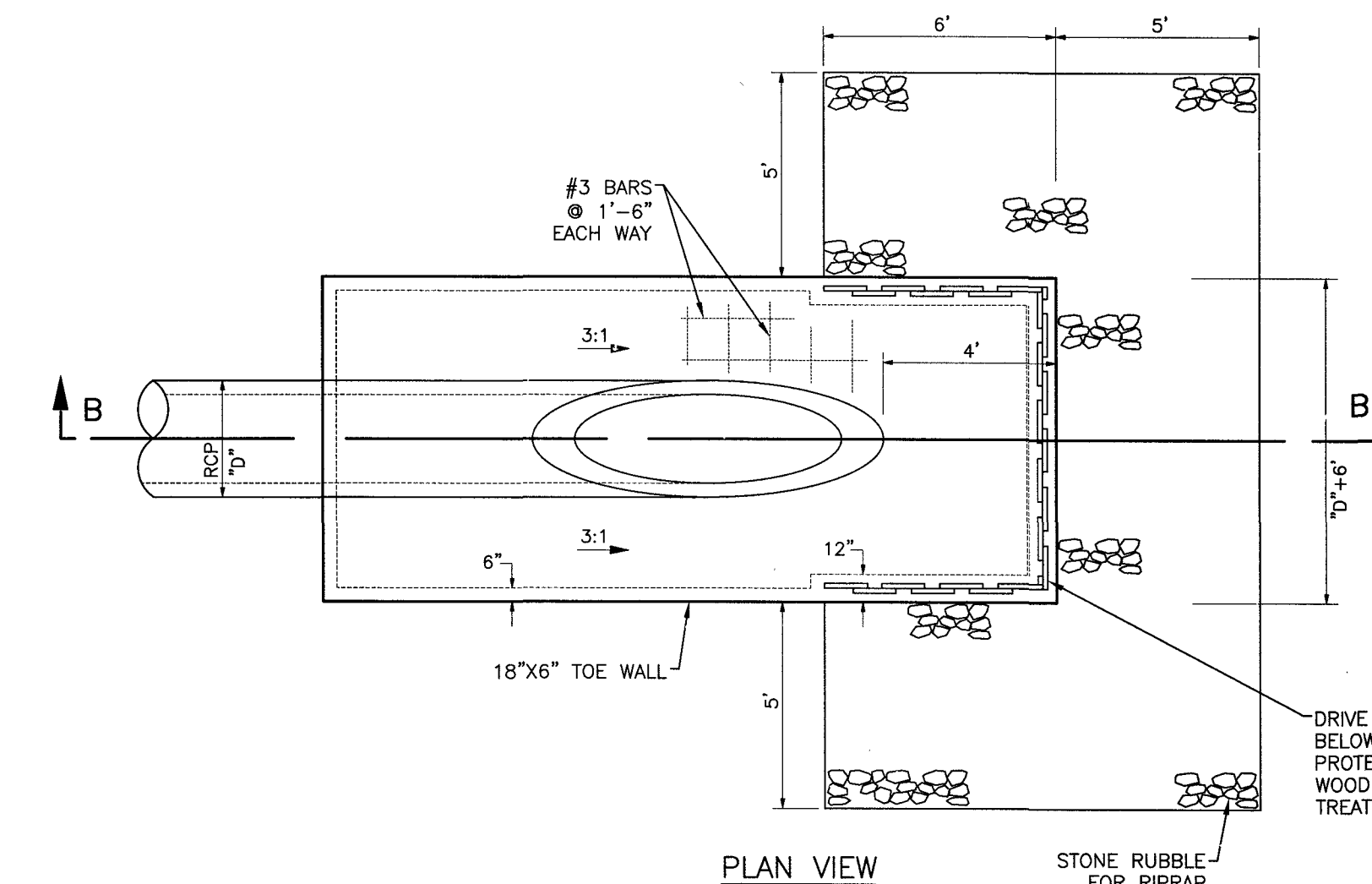
V1420-1 Cover



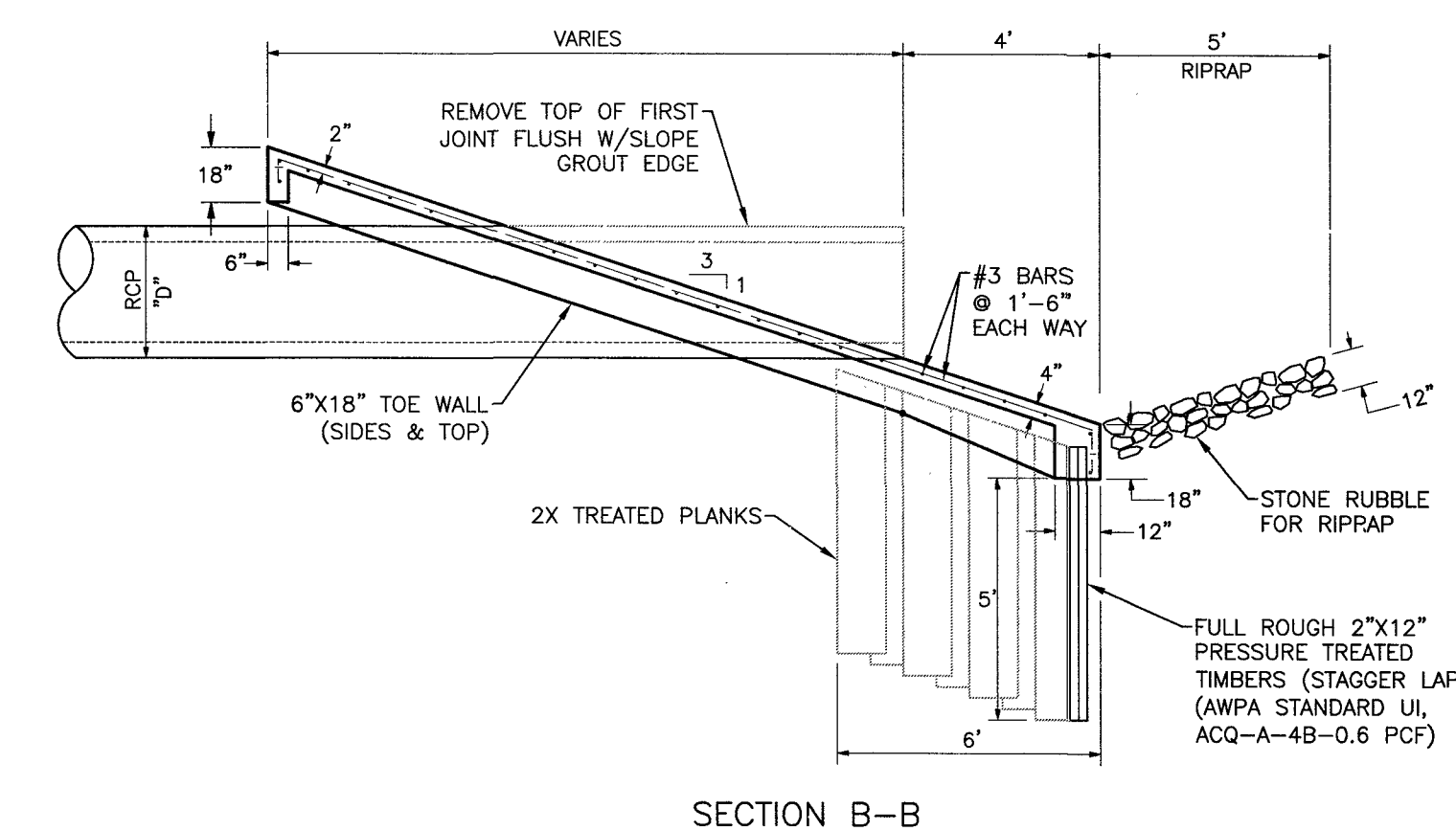
NOTES

1. MATERIAL SPECIFICATION SHALL BE ASTM A-48 CLASS 35B.
2. COVER TO BE SOLID, WITHOUT HOLES AND WITH NON-PENETRATION RIM ACCESS RECESSES ONLY.
3. HORIZONTAL BEARING SURFACES TO BE MACHINED AND SEALED AT INSTALLATION WITH WATERPROOF GREASE COATING.
4. LOAD RATING TO BE HEAVY-DUTY.
5. MANHOLE FRAMES AND COVERS SET IN FARM TO MARKET ROADS OR HIGHWAYS SHALL FOLLOW TxDOT SPECIFICATIONS. (UNLESS OTHERWISE NOTED BY ANGLETON)

1 32" Manhole Cover and Frame
Scale: NTS



- NOTES:
1. RIP-RAP SHALL BE BROKEN CONCRETE OR NATURAL STONE: SPEC. GRAVITY - 2.4; SIZE - 0.25 TO 1.25 CF (40-190#); DIMENSION - >3 IN.; WIDTH - <2.5 X THICKNESS; LENGTH - <3 X THICKNESS.
 2. ALL PLANKING FOR CUT-OFF WALLS AND RUBBLE RIPRAP TO BE INCIDENTAL TO THE ITEM-CONCRETE FOR STRUCTURES, CLASS "B" RIPRAP.



TYPE (A)

STANDARD CONCRETE SLOPE PAVING PIPE OUTFALL
NTS

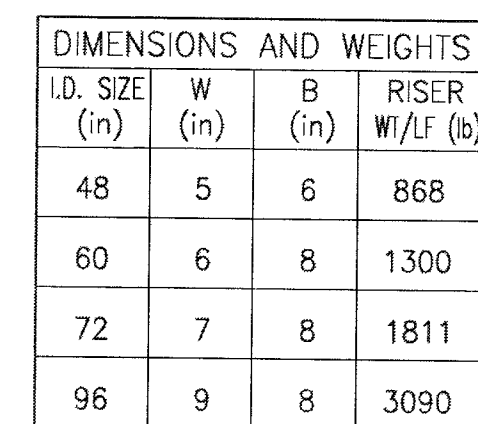
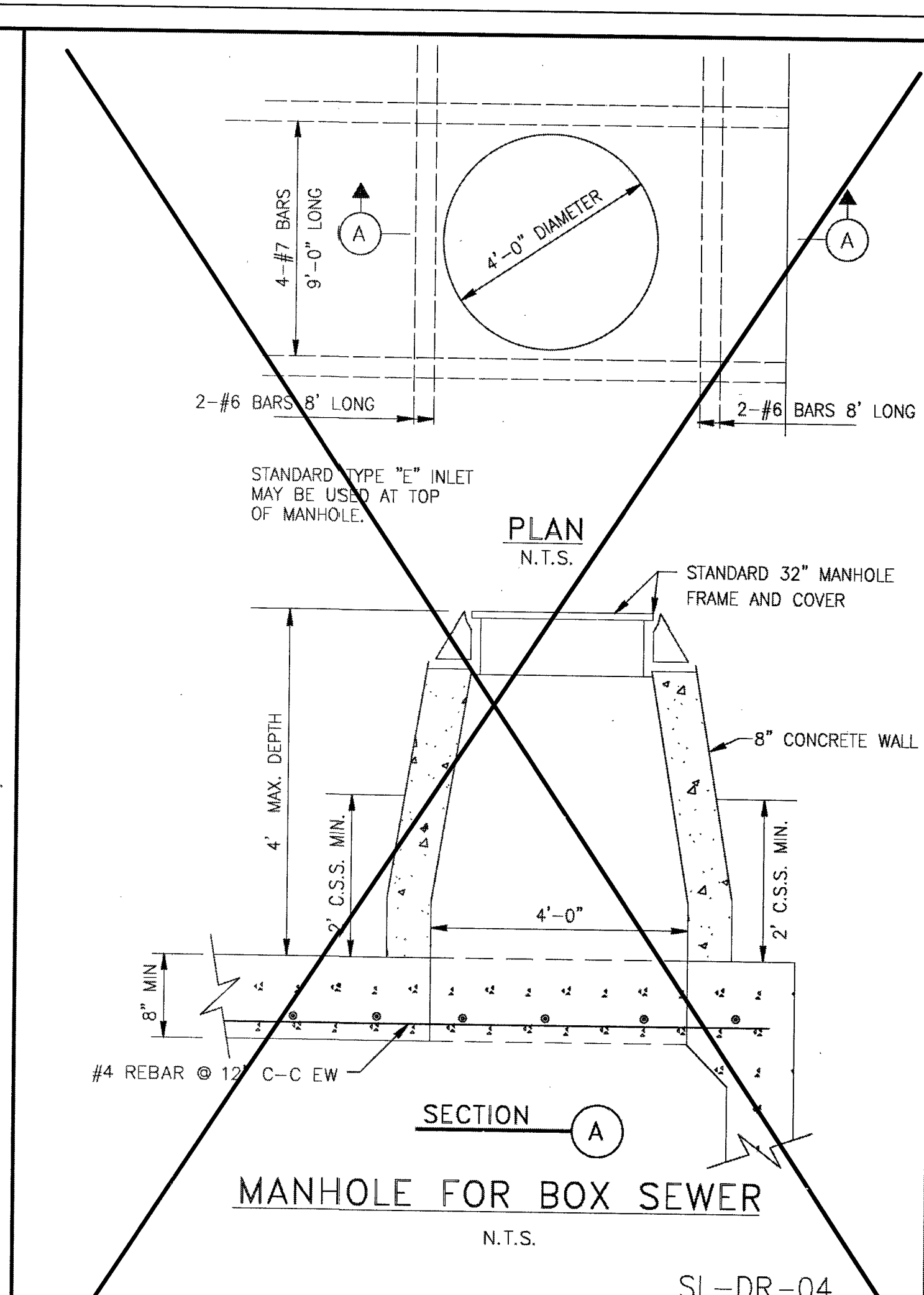
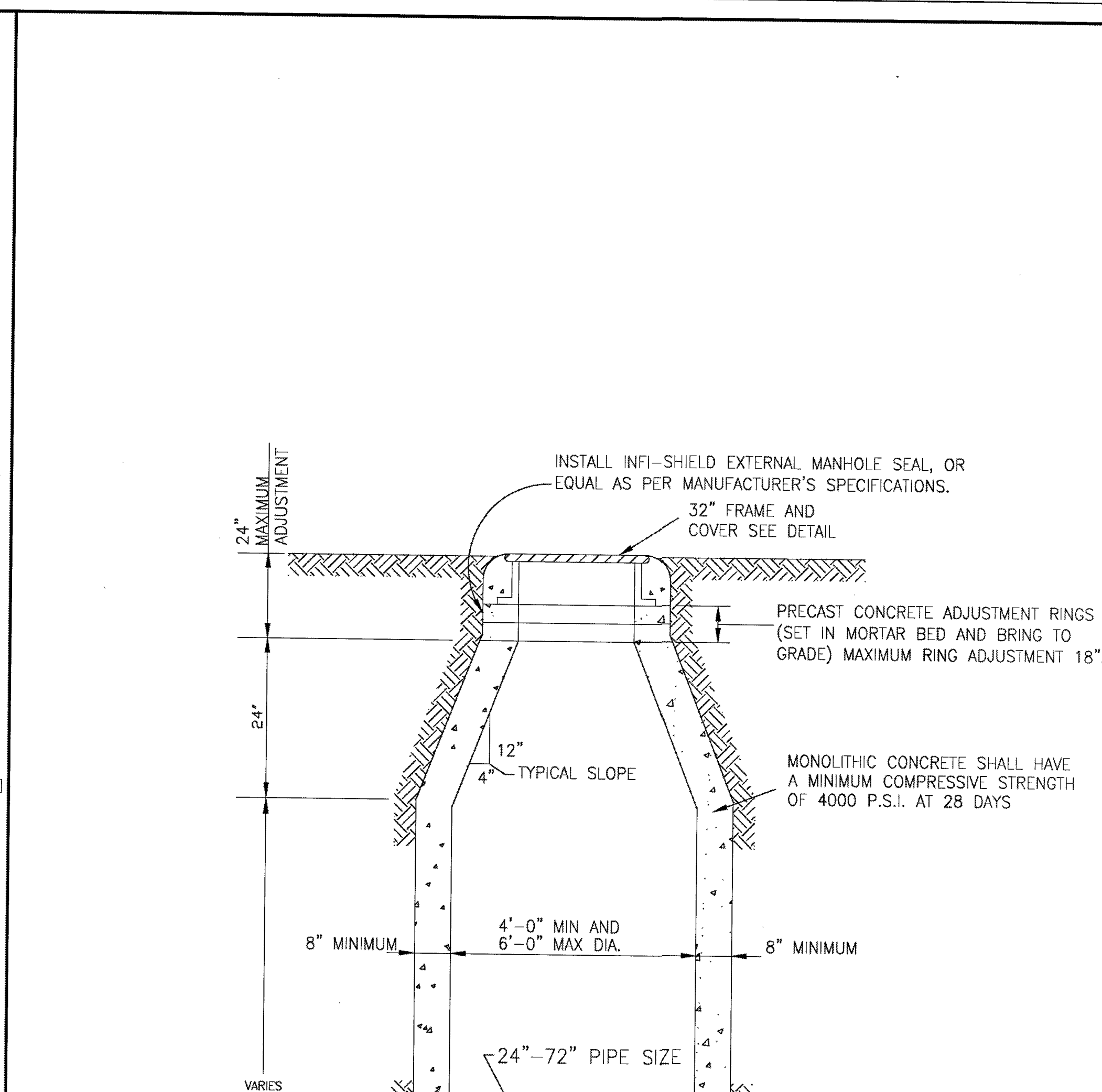
OWNER:
Clint Peltier
Clint Peltier Custom Homes
979-481-4840

PLAN:
PROFILE:
HORIZONTAL:
VERTICAL:

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

MISCELLANEOUS
DETAILS

PROJECT NO. 15012



- ## NOTES

1. LIFT INSERTS AS REQUIRED.
2. ALL JOINTS SHALL BE SEALED WITH APPROVED RUBBER CASKET
3. STRUCTURE TO BE PLACED ON 9" STABILIZED BASE.
4. C.S.S. SHALL BE BROUGHT TO WITHIN 2 FT OF TOP OF MANHOLE.
5. BASE SECTIONS MAY BE ROUND OR RECTANGULAR WITH TRANSITION SLABS AS REQUIRED TO USE 48" RISER SECTIONS.

SPECIFICATIONS:

CONCRETE: CLASS 1 CONCRETE WITH A DESIGN STRENGTH OF 4500 PSI AT 28 DAYS. RATES FOR HL93 LOADING.

REINFORCEMENT: STRUCTURAL REINFORCEMENT CONFORMING TO
ASTM-C-478.

C.I. CASTINGS: CAST IRON FRAMES AND GRATES ARE MANUFACTURED OF GREY CAST IRON CONFORMING TO ASTM A48-76 CLASS 35.

PRECAST CONCRETE MANHOLE

N.T.S.

SL-DR-02

STUBOUTS TO BE A MINIMUM
OF 5' LONG WITH CONCRETE
CRADLE UNDER ENTIRE
LENGTH.

COUPLING W/O -
RING RUBBER
GASKETS,
OR-N-SEAL, A-LOK
OR APPROVED EQUAL.

TYPE "C" CAST-IN-PLACE MANHOLE

N.T.S.

- NOTES:

1. CONCRETE SHALL BE A MONOLITHIC POUR.
2. #4 REBAR TO BE PLACED IN BASE AND WALLS @ 12" C-C EW.
3. 1-1/2" C.S.S. BACKFILL TO BE PLACED AROUND MANHOLE COMPACTED IN 8" LIFTS (MAX).

GENERAL CONSTRUCTION NOTES:

- GENERAL CONSTRUCTION NOTES:
1. ALL CAST CONCRETE BASES AND WALLS SHALL HAVE # 4 REBAR @ 12" C-C EW
 2. CONCRETE SHALL BE 3000 PSI MIN.
 3. USE C.S.S. BEDDING AS PER DETAILS 1 1/2 SK, COMPACTED 8" LIFTS (MAX.). TO 95% STANDARD.

REFER TO:

1. GENERAL NOTES, C.S.S & CONCRETE NOTES
2. STORM SEWER NOTES

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED MS

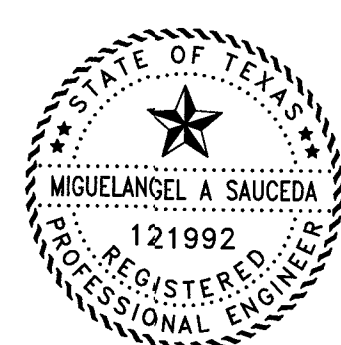
DRAWN

CHECKED

DATE _____

6

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4005 TECHNOLOGY DRIVE, SUITE 1530
ANGLETON, TEXAS 77515 (979) 849-6681
REG. NO. F-825



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Miguel Saucedo
P.E. 121992

Date: 3/11/22

OWNER:
Clint Peltier
Clint Peltier Custom Homes
979-481-4840

PLAN:

PROFILE:

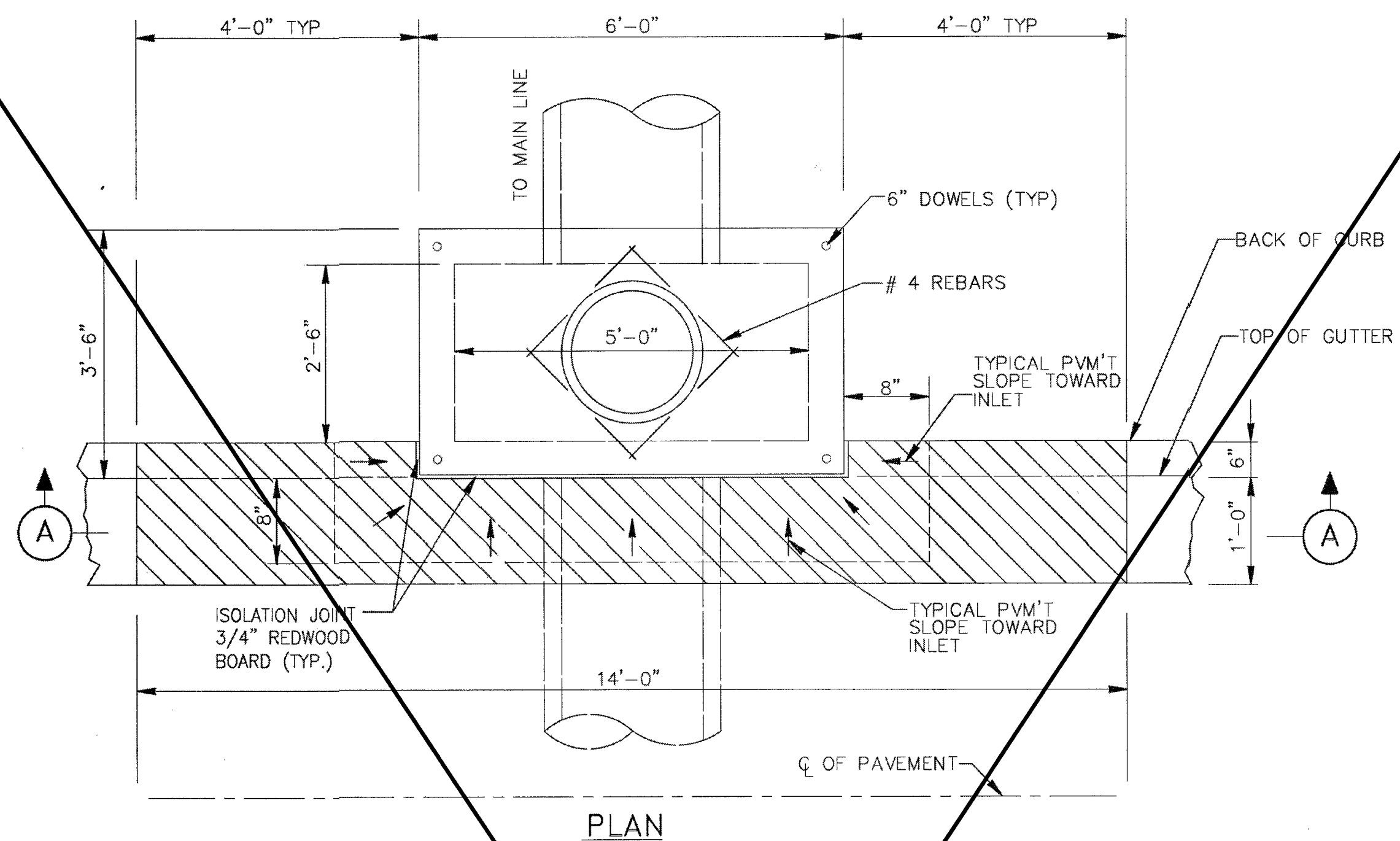
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VERTICAL:

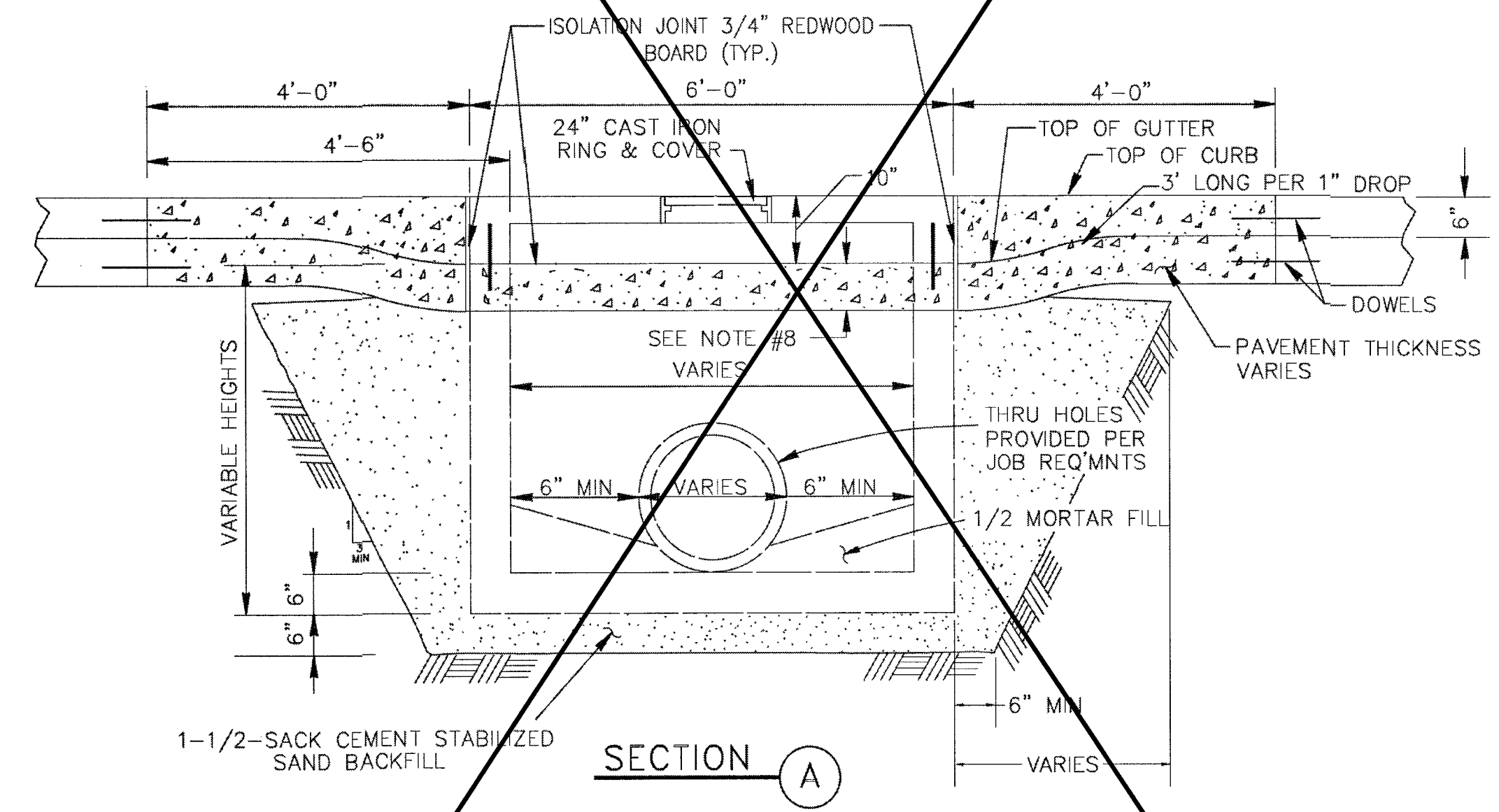
HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

STORM SEWER MANHOLE
CONSTRUCTION DETAILS
SL-03

PROJECT NO. 15012



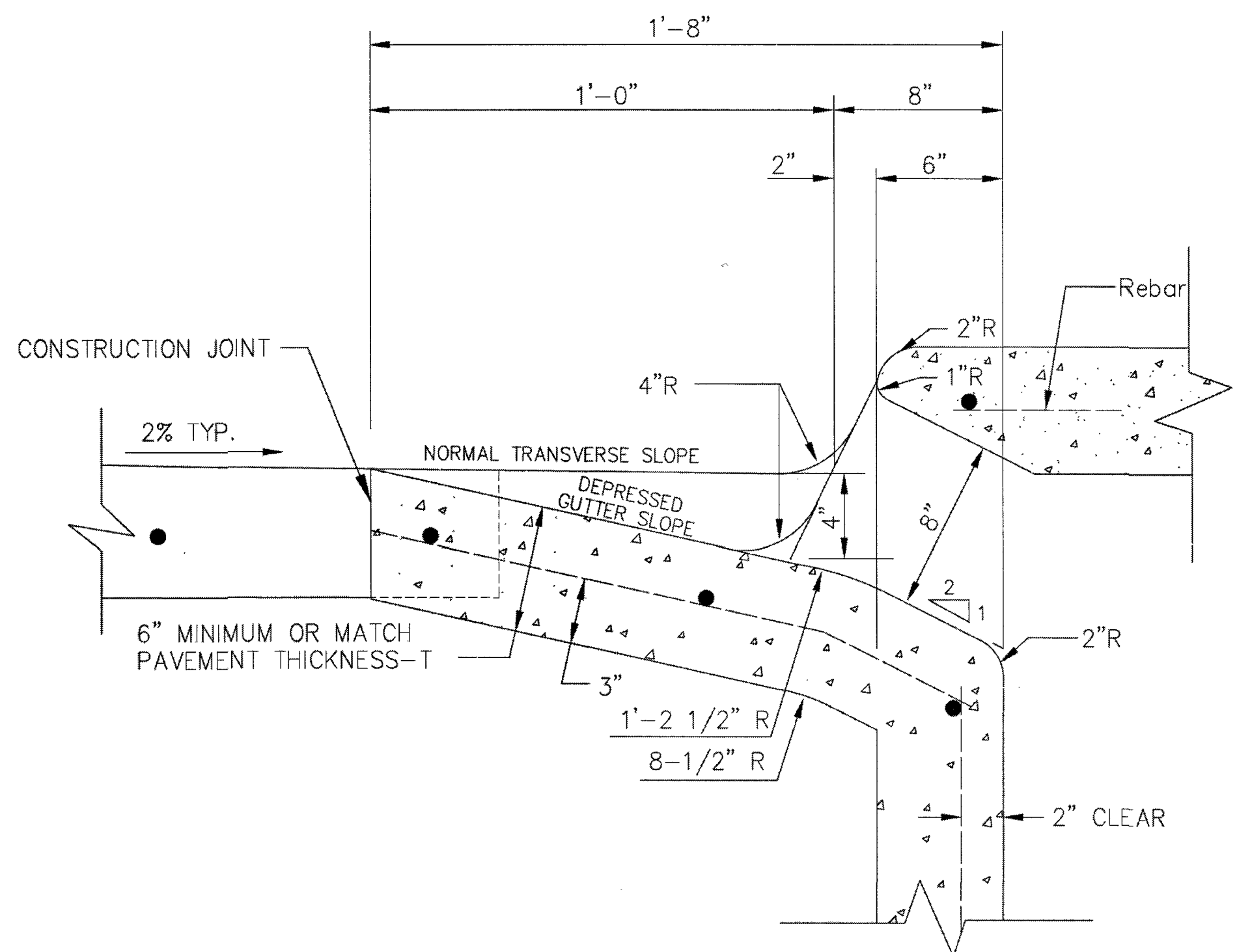
PLAN



TYPE "H-2" INLET

SL-DR-25

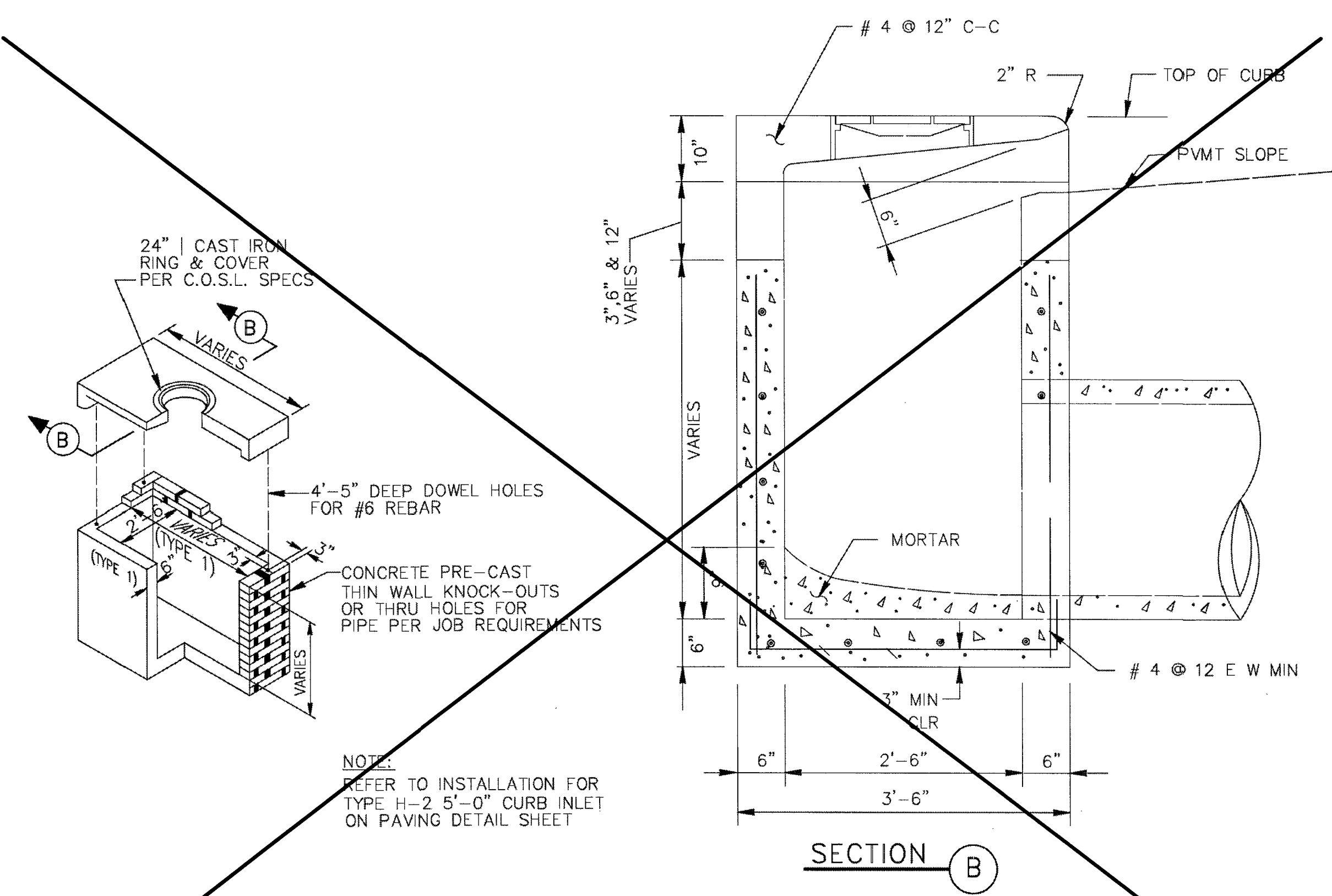
- NOTES:
1. INLET WALLS MAY BE EXTENDED USING PRECAST RISER SECTION.
 2. INLET TOPS MUST BE SECURED TO THE INLET WALL USING #6 DOWELS DRILLED AND GROUTED A MINIMUM DEPTH OF 5" INTO THE INLET WALL. A PLAN PREPARED BY THE MANUFACTURER MUST BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION. THE PLAN SHOULD DETAIL CONNECTIONS AND SEALING OF JOINTS.
 3. PRECAST INLET TOPS SHALL NOT UTILIZE MULTIPLE ONE-FOOT SECTIONS TO ACHIEVE GRADE.
 4. INLET BACKFILL SHALL BE CEMENT STABILIZED SAND TO THE TOP OF THE INLET FIRST STAGE.
 5. GRADE 60 REINFORCEMENT, #4 STEEL REBAR TO CONFORM TO ASTM A615 ON REQUIRED CENTERS OR EQUAL.
 6. PRECAST INLET MUST BE CONSTRUCTED TO SPECIFICATIONS REQUIRED BY APPROVED DRAWINGS. (SEE GENERAL NOTES).
 7. TOPS POURED-IN-PLACE REQUIRE #4 REBAR @ 12" C-C EACH WAY, 4,500 PSI CONCRETE MINIMUM AND 3" THICK MINIMUM.
 8. PAVEMENT DEPTH AT INLET SHALL BE EQUAL TO OR GREATER THAN REQUIRED PAVEMENT DEPTH.
 9. DEPRESS GUTTER TO INLET.
 10. ALL SIDES OF ALL INLETS MUST BE COMPACTED.
 11. REFER TO GEOTECHNICAL REPORTS FOR RECOMMENDED TRENCH SIDE SLOPES.



THROAT DETAIL FOR STANDARD INLETS ON CONCRETE STREETS

N.T.S.

SL-DR-40



TYPE "H-2" PRECAST INLET

N.T.S.

SL-DR-26

- REFER TO:
1. GENERAL NOTES
 2. C.S.S PAVEMENT NOTES

No.	DATE	REVISION
SEAL:		
DESIGN ENGINEER: _____ DATE: _____		
CONSTRUCTION PLANS FOR:		
STORM SEWER INLET CONSTRUCTION DETAILS II		
JOB No.: _____	DATE: _____	SL-08
DESIGNED BY: _____	DRAWN BY: _____	SHEET OF _____
CHECKED BY: _____	SCALE: _____	

NO.	DATE	DESCRIPTION	APPROVED

DESIGNED MS

DRAWN _____

CHECKED _____

DATE _____

B & L

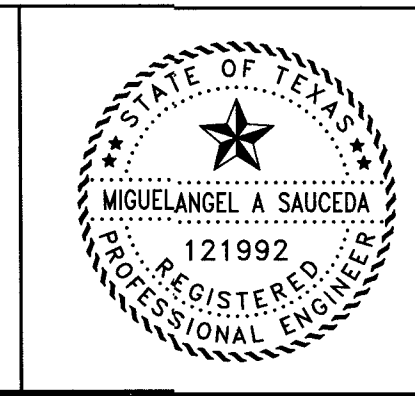
BAKER & LAWSON, INC.

ENGINEERS • PLANNERS • SURVEYORS

4005 TECHNOLOGY DRIVE, SUITE 1530

ANGLETON, TEXAS 77515 (979) 849-6681

REG. NO. F-825



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Date: 3/11/22

OWNER:

Clint Peltier

Clint Peltier Custom Homes

979-481-4840

PLAN: _____

PROFILE: _____

HORIZONTAL: _____

VERTICAL: _____

HERITAGE PARK SECTION 3

ANGLETON, TEXAS

PLANS FOR

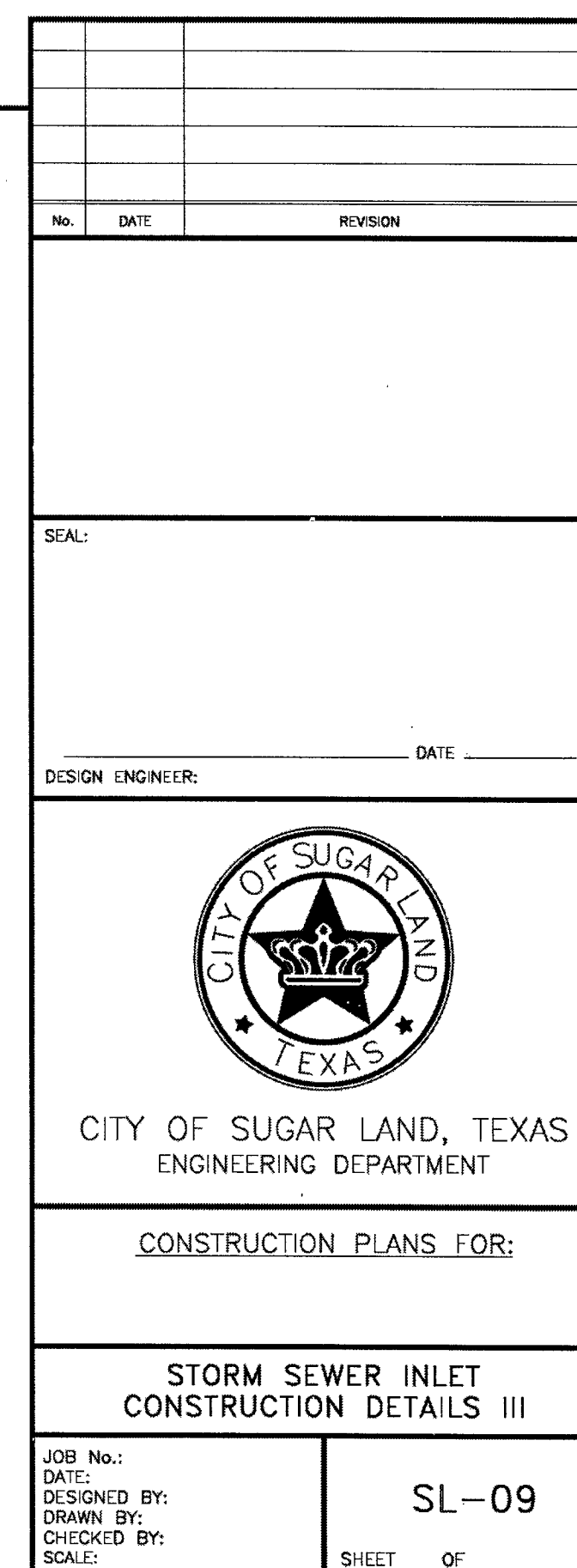
GRADING, PAVING, UTILITIES

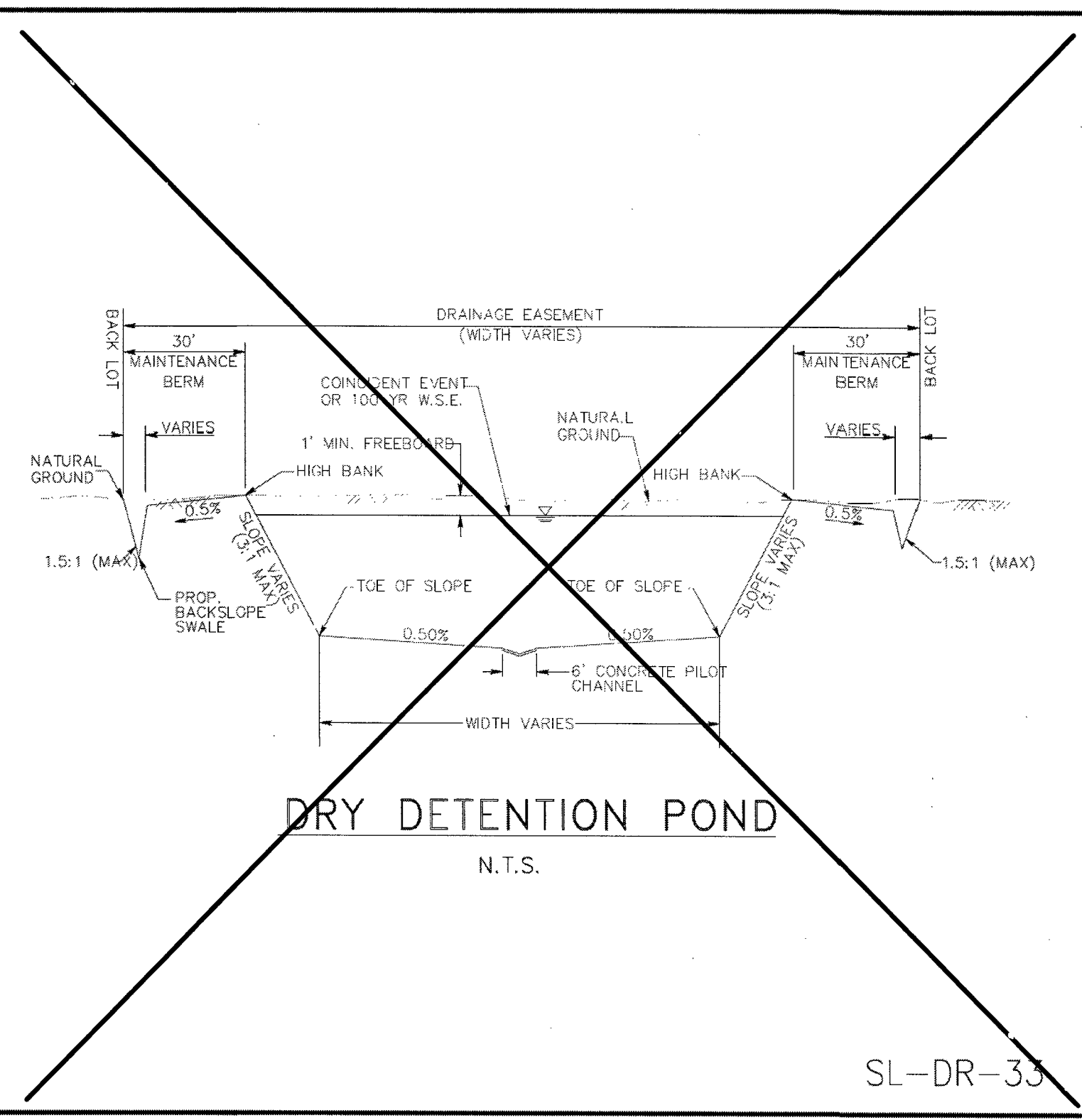
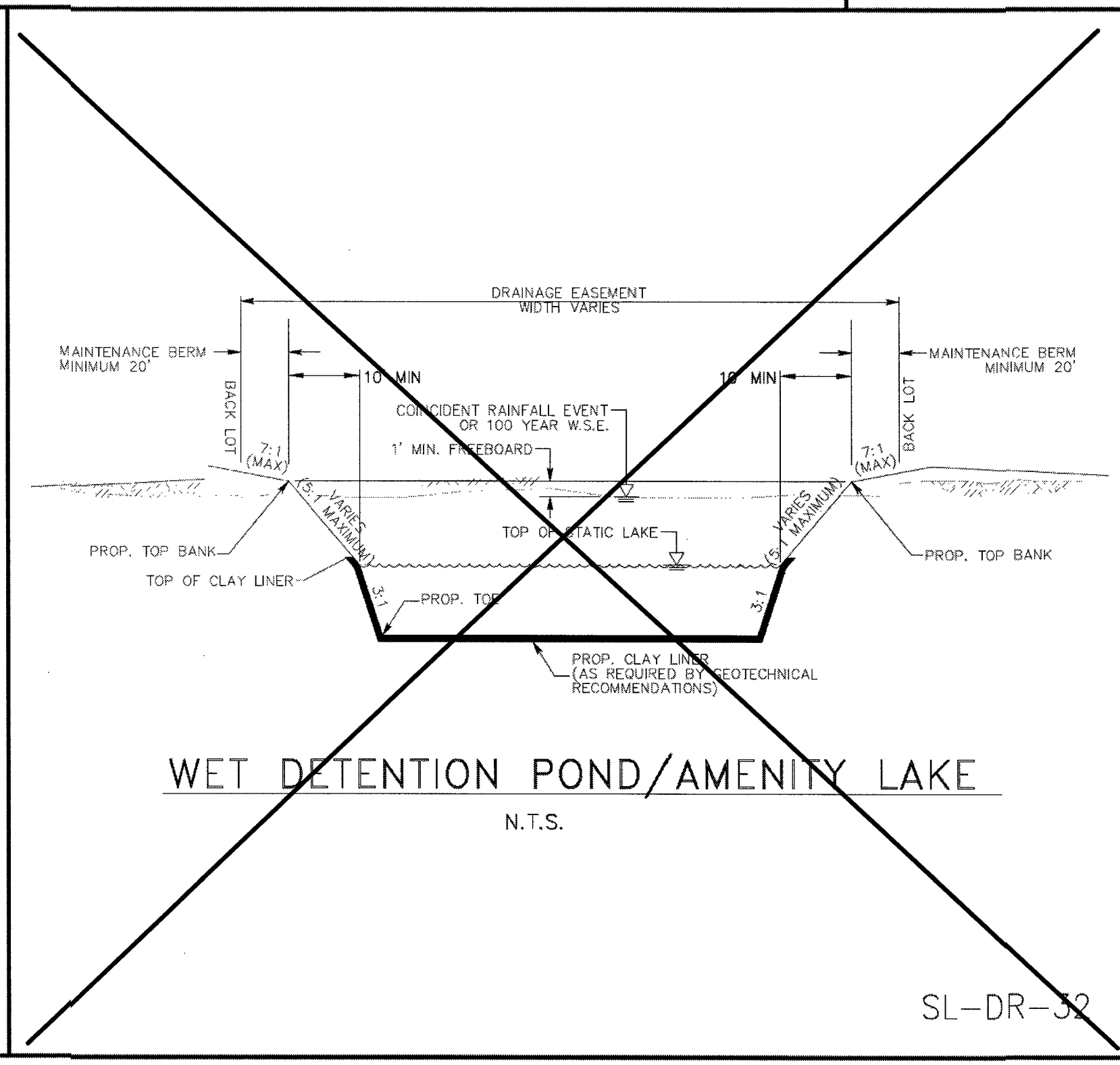
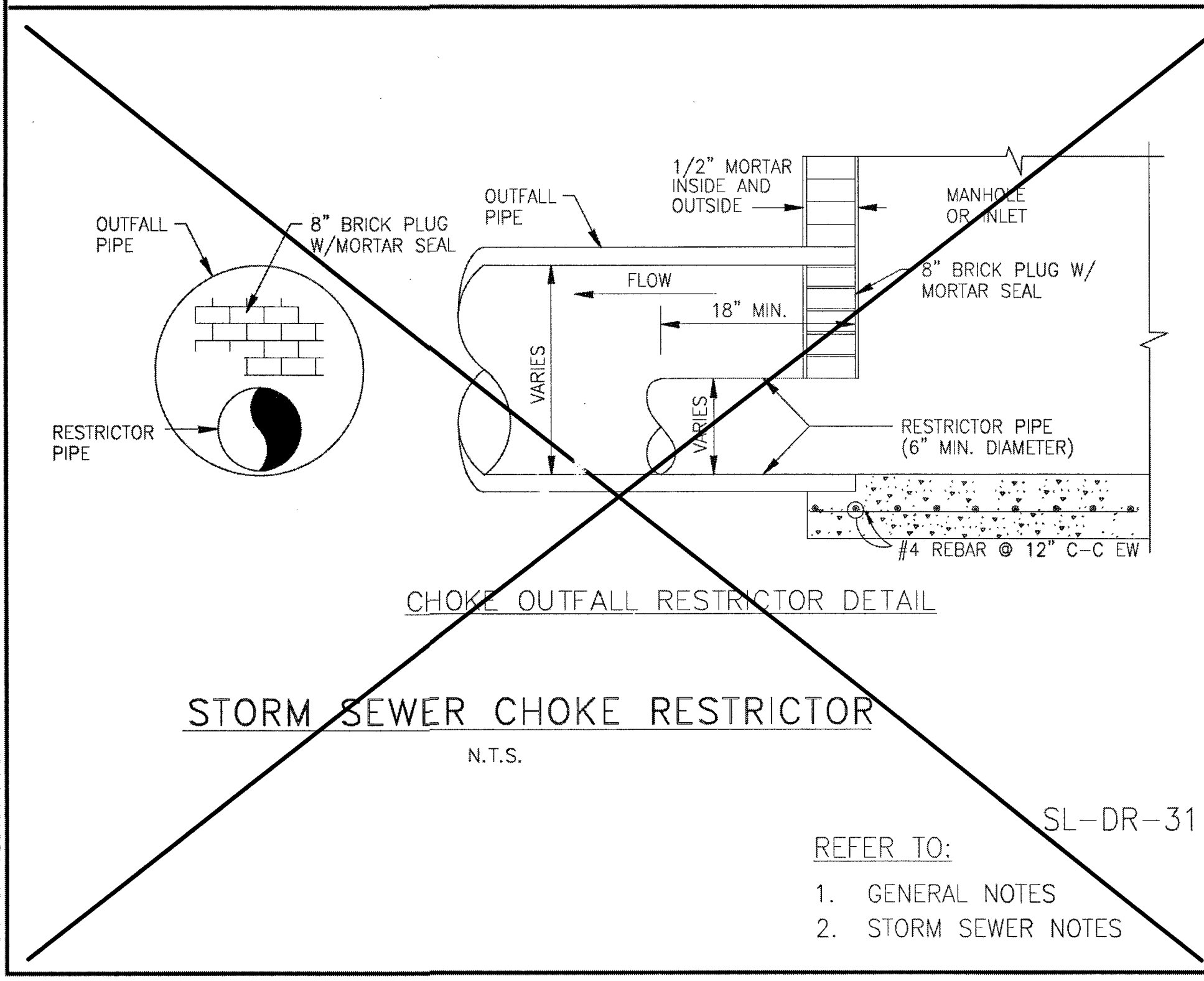
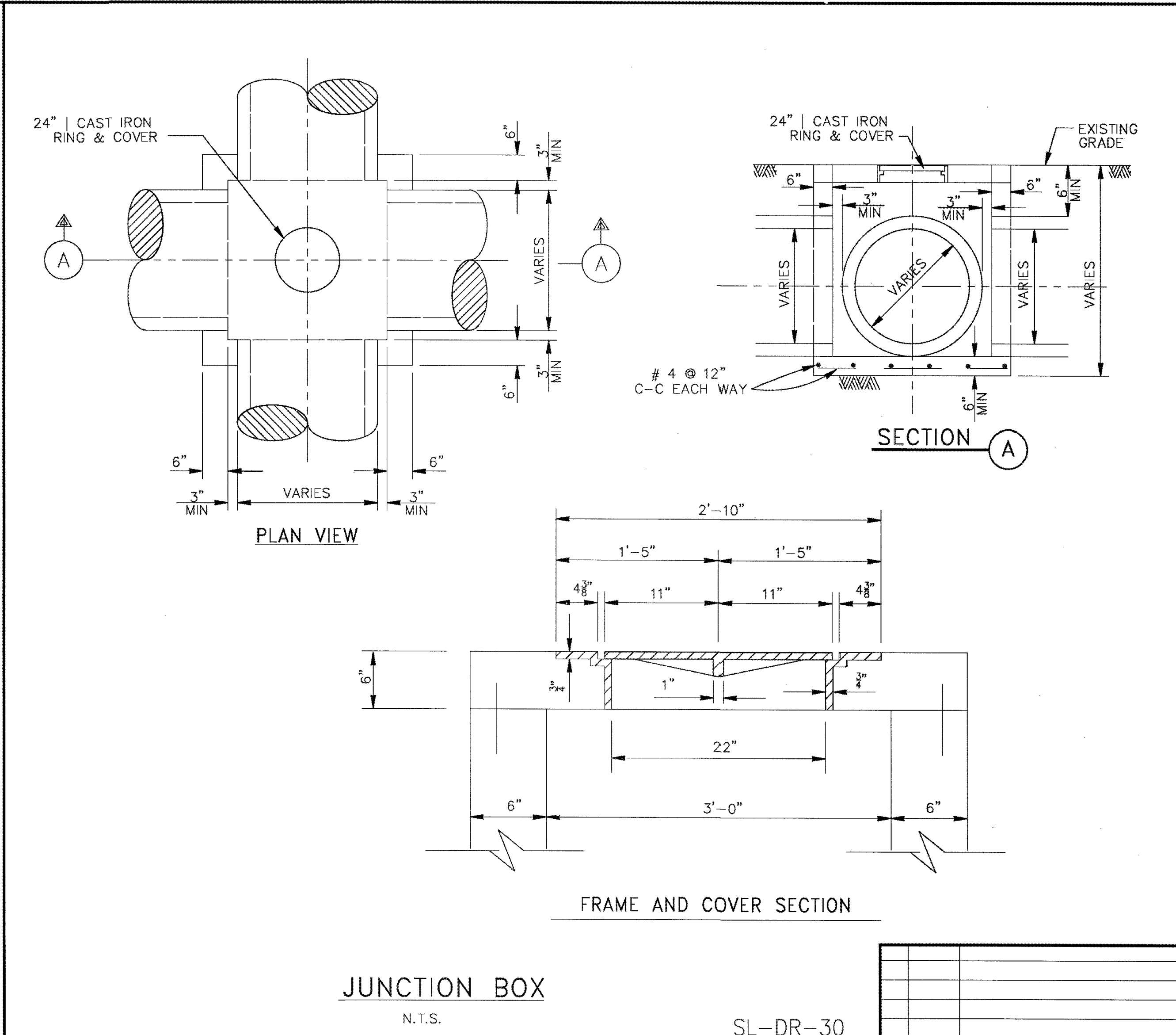
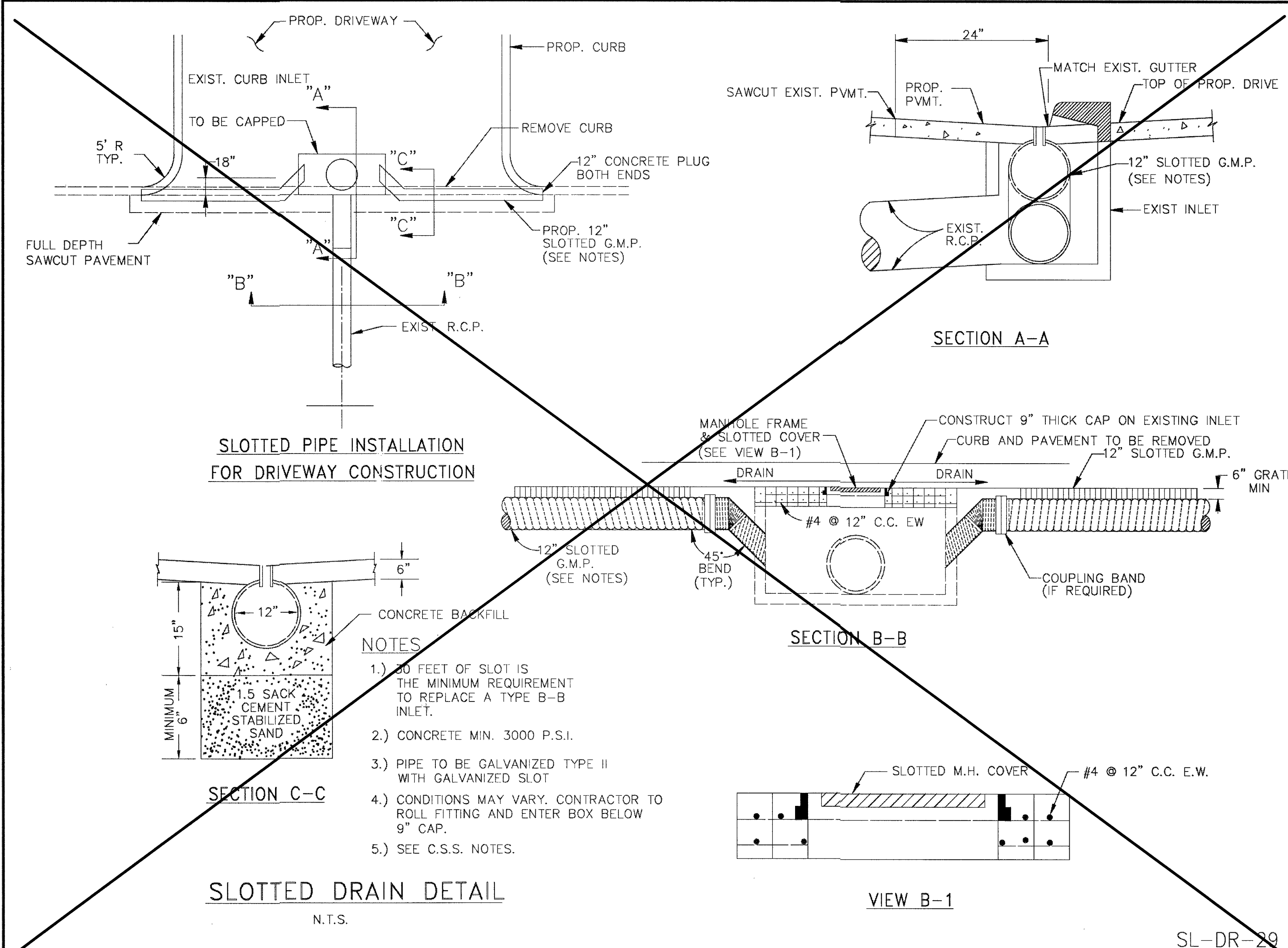
AND DETENTION

STORM SEWER INLET CONSTRUCTION DETAILS II

SL-08

PROJECT NO. 15012





No.	DATE	REVISION

SEAL: _____

DESIGN ENGINEER: _____

CITY OF SUGAR LAND, TEXAS
ENGINEERING DEPARTMENT

CONSTRUCTION PLANS FOR:

STORM SEWER CONSTRUCTION DETAILS

JOB No.: _____
DATE: _____
DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: _____

SL-10

SHEET OF

NO.	DATE	DESCRIPTION	APPROVED

REVISIONS

DESIGNED MS

DRAWN

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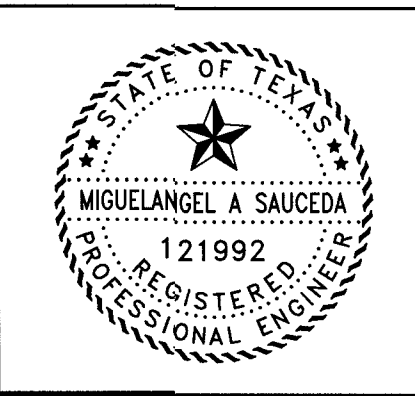
DATE

B & L

BAKER & LAWSON, INC.

ENGINEERS • PLANNERS • SURVEYORS

4005 TECHNOLOGY DRIVE, SUITE 1530
ANGLETON, TEXAS 77515 (979) 849-6681
REG. NO. F-825



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OWNER:

Clint Peltier

Clint Peltier Custom Homes

979-481-4840

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PROFILE: _____

HORIZONTAL: _____

VERTICAL: _____

HERITAGE PARK SECTION 3

ANGLETON, TEXAS

PLANS FOR

GRADING, PAVING, UTILITIES

AND DETENTION

STORM SEWER CONSTRUCTION DETAILS

SL-10

PROJECT NO. 15012



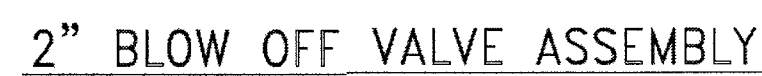
EASEMENT INSTALLATION
N.T.S.



NOTE:
ALL FIRE HYDRANTS SHALL BE
MUELLER, KENNEDY, AMERICAN,
M & H OR APPROVED EQUAL WITH
PUMPER NOZZLE SIZE 4.125"
HOSE NOZZLE SIZE 2.5" N.S.T.

ALL FLUSHING VALVES TO BE SAND
BLASTED AND PAINTED AS PER C.O.S.I.
DESIGN STANDARDS.

SL-WA-01



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WATER LINE
CONSTRUCTION DETAILS
SL-15

PROJECT NO. 15012

597



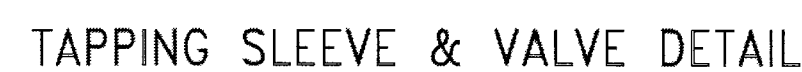
SL-WA-03



NOTE: ALL VALVES MUST HAVE CONCRETE PAD



SL-WA-04



NTS

~~AIR RELEASE VALVE DETAIL~~

SL-WA-06

SL-WA-06

CONSTRUCTION NOTES:

1. WATER LINES 12" (IN.) AND LESS SHALL BE AWWA C-900 DR18
WATER LINE GREATER THAN 12" (IN.) IN Ø SHALL BE AWWA C-905 DR 18
2. ALL FLUSHING VALVES AND GATE VALVES TO BE AMERICAN WATER WORKS ASSOC. (AWWA) STANDARD COUNTERCLOCKWISE OPENING WITH NON-RIISING STEM DESIGN.
3. ALL DUCTILE IRON PIPE SHALL BE CLASS 50 MORTAR LINED. NO A.C. PIPE WILL BE ALLOWED AND ALL DUCTILE IRON FITTINGS SHALL BE MORTAR LINED PUSHON OR MECHANICAL JOINTS.
4. ALL BACKFILL WITHIN THE R.O.W. SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
5. MINIMUM SPACING BETWEEN TAPS SHALL BE 2' AT ALTERNATING TAP ANGLES.

SL-WA-08

SL-15

SHEET OF

NOTE:

1. POLYETHYLENE FILM SHALL BE USED AS A WRAP TO PROTECT CAST IRON AND OTHER METALS IN A CORROSIVE SOIL ENVIRONMENT.
2. AN 8 MIL POLYETHYLENE FILM WRAP SHALL BE REQUIRED AROUND ALL METAL PIPE AND APPURTENANCES (EXCEPT FINE HYDRANTS).
3. POLYETHYLENE FILM SHALL BE FURNISHED AND INSTALLED EITHER IN TUBULAR FORM PRIOR TO LOWERING THE PIPE IN TRENCH OR IN SHEET FORM.
4. POLYETHYLENE TUBE ENCASUREMENT SHALL CONFORM WITH THE MINIMUM REQUIREMENTS OF "POLYETHYLENE ENCASEMENT FOR DRAIN AND DUCTILE CAST-IRON PIPING FOR WATERS AND OTHER LIQUIDS" - ANSI/AWWA C105, CURRENT REVISION. SOILS WITHIN A PROJECT SHALL BE TESTED IN ACCORDANCE WITH APPENDIX A OF ANSI/AWWA C105 TO ADEQUATELY DETERMINE THE REQUIREMENTS FOR ENCASUREMENT.
5. ALL FITTINGS AND PIPE JOINTS WITHIN 10' OF A FITTING SHALL HAVE RESTRAINT JOINTS

SIZE	90° BEND		45° BEND		22 1/2° BEND		TEES		PLUGS	
	A	B	A	B	A	B	A	B	A	B
2 1/2"	12"	7"	6"	7"	6"	6"	7"	8"	8"	14"
6"	16"	10"	9"	10"	6"	12"	10"	12"	10"	21"
8"	22"	13"	12"	13"	8"	10"	13"	16"	12"	29"
10"	26"	17"	14"	17"	10"	13"	16"	20"	14"	36"
12"	29"	21"	16"	21"	11"	11"	16"	18"	24"	41"
14"	35"	24"	19"	24"	12"	20"	22"	27"	18"	48"
16"	38"	27"	21"	27"	12"	24"	24"	30"	20"	54"
20"	50"	40"	30"	40"	18"	30"	30"	30"	30"	71"
24"	50"	40"	30"	40"	18"	30"	30"	40"	30"	71"
30"	60"	48"	36"	48"	20"	36"	36"	48"	36"	86"

BENDS, TEES & PLUGS FOR PIPE OF VARIOUS SIZES

SL-WA-08

No.	DATE	REVISION

SEA

DESIGN ENGINEER:



CITY OF SUGAR LAND, TEXAS
ENGINEERING DEPARTMENT

CONSTRUCTION PLANS FOR:

WATER LINE CONSTRUCTION DETAILS

JOB No.:
DATE:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
SCALE:

SL-15

SL-WA-10

SL-WA-11

SL-WA-12

SL-WA-13

SI-WA-14

SI-WA-15

SI-WA-16

SI-WA-17

SI-WA-18

SL-WA-19

IV ENCASED WASTEWATER LINE

NEW POTABLE WATERLINE CROSSING NEW PRESSURE
RATED WASTEWATER LINE WITH SEGMENT LENGTHS OF
OF LESS THAN EIGHTEEN (18) FEET


CARRIER PIPE	NOMINAL CASING	MIN. WALL THICKNESS (IN.)
6"	12"	0.11
8"	14"	0.15
10"	16"	0.18
12"	18"	0.20


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DESIGN ENGINEER: _____ DATE: _____





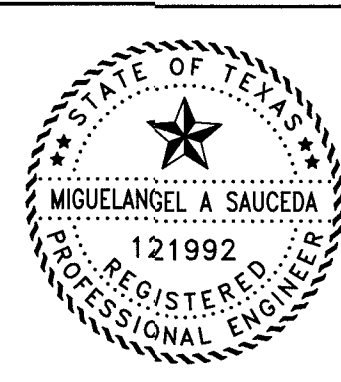
CITY OF SUGAR LAND, TEXAS
ENGINEERING DEPARTMENT

CONSTRUCTION PLANS FOR:


WATER LINE
CROSSING DETAIL

CROSSING DETAILS	
JOB No.: DATE: DESIGNED BY: DRAWN BY: CHECKED BY: SCALE:	SL-16 SHEET OF

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					DRAWN <u> </u>
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REVISIONS					



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Clint Peltier Custom Homes
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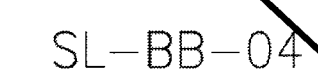
HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

WATER LINE
CROSSING DETAILS
SL-16

PROJECT NO. 15012



SL-BB-01



1. CONTRACTOR SHALL CONTACT SUGAR LAND ENGINEERING DEPARTMENT IMMEDIATELY IF WET SAND CONDITIONS ARE ENCOUNTERED.
2. LIMESTONE AND RECYCLED CONCRETE DIMENSIONS SHOWN ARE TYPICAL BUT MAY BE VARIED BY ORDER OF CITY ENGINEER.
3. LIMESTONE OR RECYCLED CONCRETE SHALL BE IN ACCORDANCE WITH TXDOT SPECIFICATION No. 243 FLEXIBLE BASE, TYPE A, GRADE 2 AGGREGATE.
4. NO BEDDING SHALL BE INSTALLED IN WET CONDITIONS. WHEN WELL POINTING OR IN WET SAND CONDITIONS, MAINTAIN GROUND WATER 1 (FT) BELOW BOTTOM OF TRENCH FOR A MINIMUM OF 24-HRS AFTER BEDDING AND BACKFILL IS IN PLACE.
5. ALL MATERIALS SHALL BE FROM THE APPROVED PRODUCTS LIST UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
6. SANITARY SEWER BEDDING FOR WET SAND CONDITIONS SHALL BE AS PER MODIFIED "A".
7. ALL SAND BEDDING FOR WATER LINES SHALL BE CLEAN, MECHANICALLY COMPACTED BANK SAND.
8. REFER TO: MANHOLE DETAILS, SANITARY, C.S.S., GENERAL, WATER CROSSING, WATER DISTRIBUTION DETAILS AND NOTES.
9. ALL BEDDING WILL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
10. A GEOTECHNICAL REPORT MAY BE REQUIRED TO ANALYZE THE BEARING CAPACITY OF EXISTING SOILS AND MAKE A DETERMINATION IF ADDITIONAL BEDDING AND BACKFILL IS APPROPRIATE.

SI-BB-05



SI-BB-16




NOTE: C.S.S. SHALL BE INSTALLED A MIN. 1' ABOVE
TOP OF PIPE.

SANITARY SEWER
BEDDING AND BACKFILL

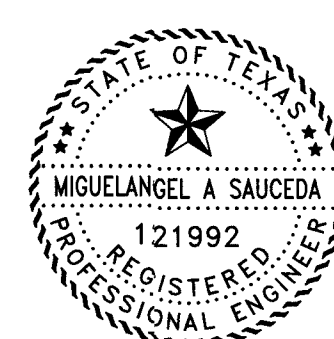
SL-BB-03

1. GENERAL NOTES
2. C.S.S. NOTES


No.		DATE		REVISION			
SEAL:							
DESIGN ENGINEER:				DATE			
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<u>CONSTRUCTION PLANS FOR:</u>							
WATER LINE, SANITARY SEWER FORCE MAIN BEDDING DETAILS							
JOB No.: DATE: DESIGNED BY: DRAWN BY: CHECKED BY: SCALE:				<div style="font-size: 1.5em; font-weight: bold;">SL-19</div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> SHEET OF </div>			

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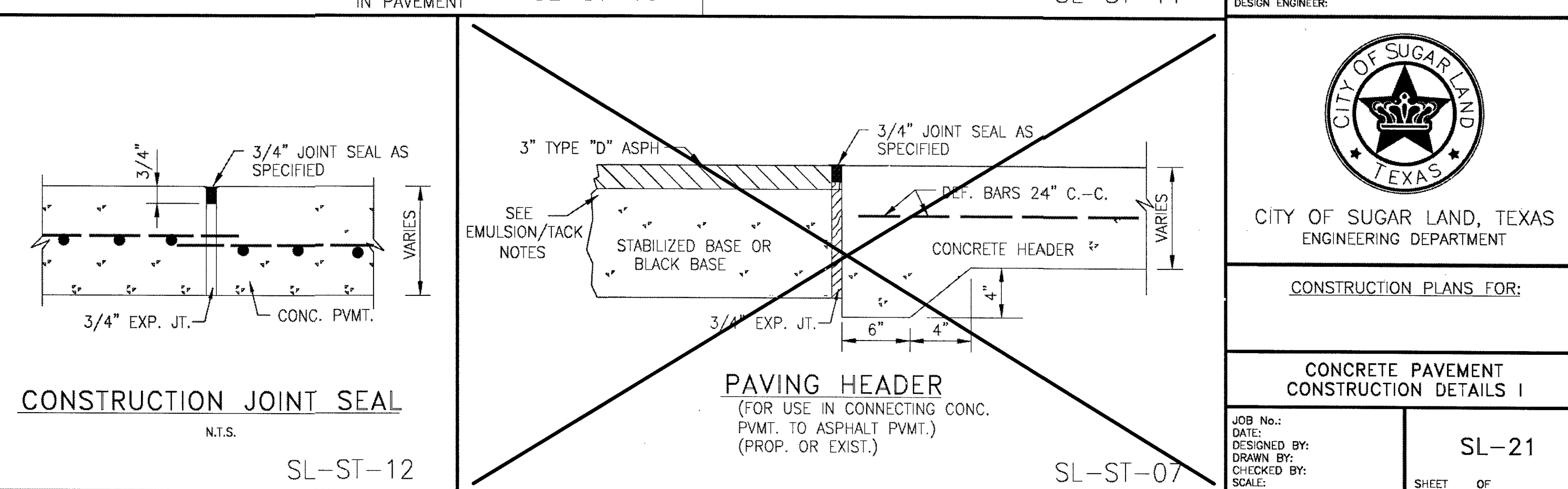
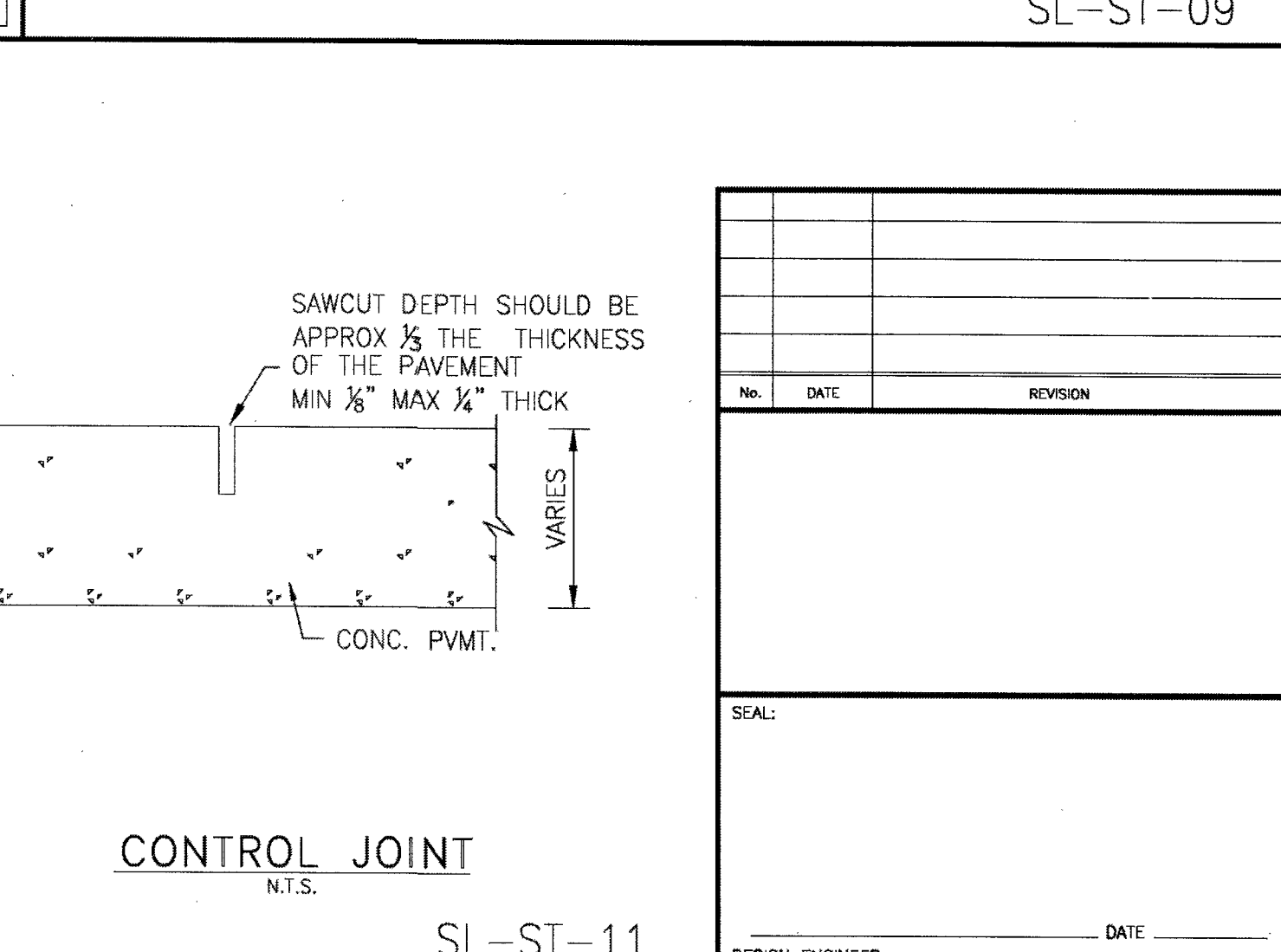
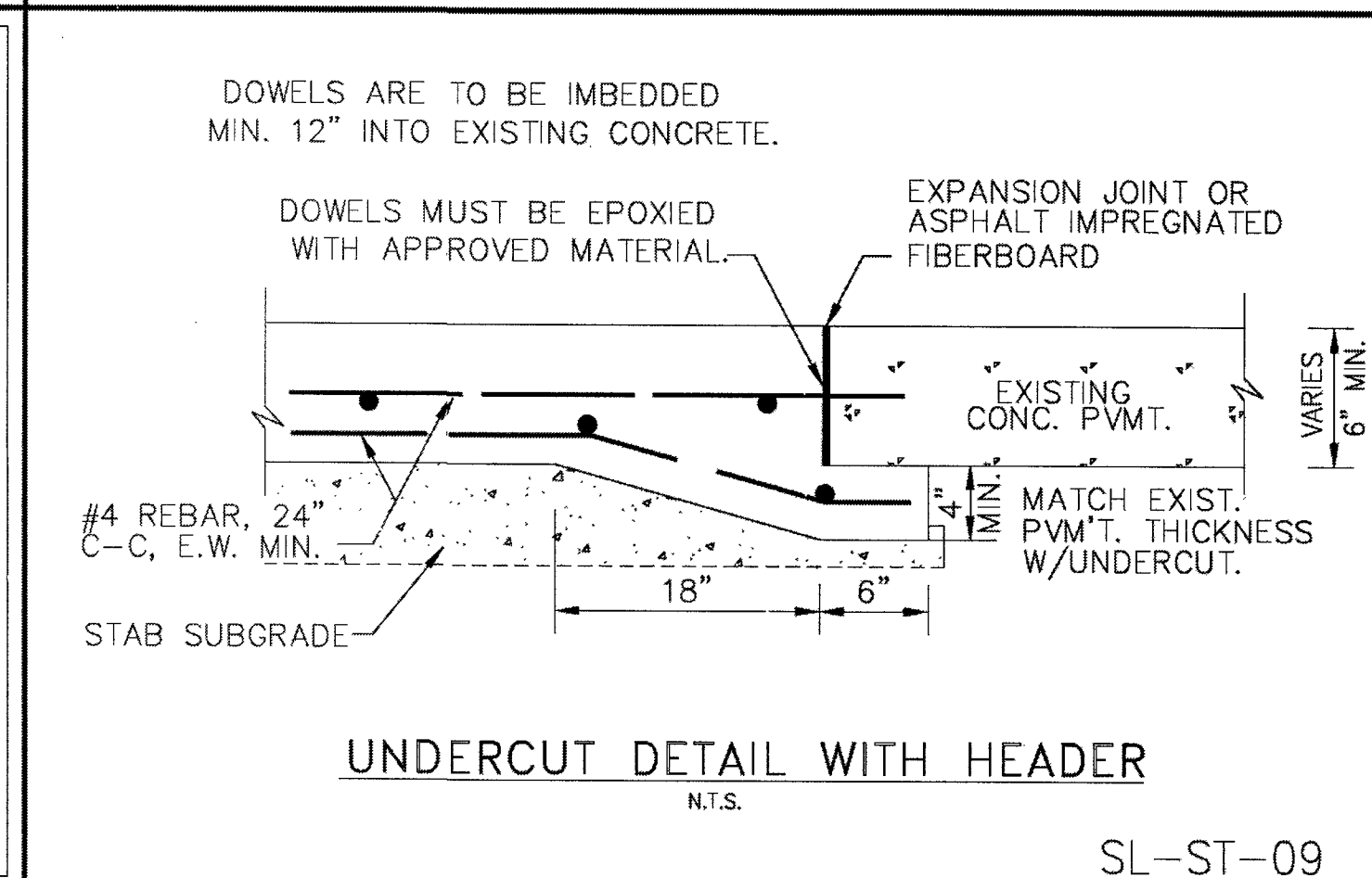
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 PROFILE: _____
 HORIZONTAL: _____
 VERTICAL: _____

HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

WATER LINE, SANITARY
SEWER FORCE MAIN
BEDDING DETAILS
SL-19

PROJECT NO. 15012

SL-ST-12



CONCRETE PAVEMENT
CONSTRUCTION DETAILS I
SL-21



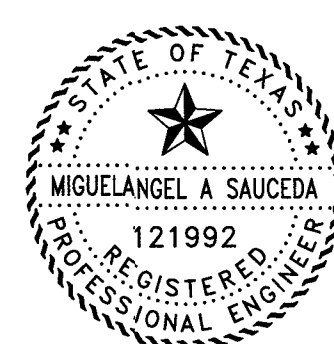
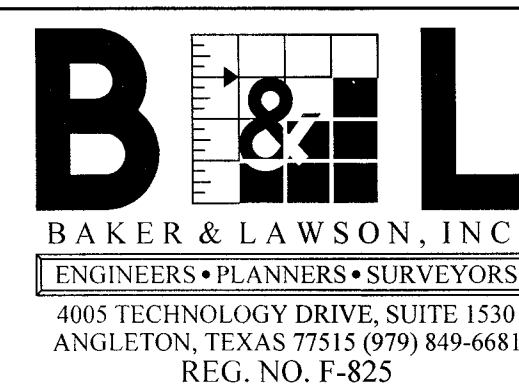
1. SPACING OF EXPANSION JOINTS SHALL NOT EXCEED 200 FEET.
2. ALL EXPANSION JOINT DOWEL BARS SHALL BE HELD FIRMLY IN PLACE PARALLEL WITH THE PAVEMENT SURFACE WITH WIRE BASKETS MODIFIED TO MOLD AROUND THE REDWOOD EXPANSION BOARD.
3. ALL TIE BARS SHALL BE 24" MIN. LENGTH AND CENTERED ON THE LONGITUDINAL JOINT.

SL-ST-12A


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DESIGN ENGINEER: _____ DATE _____		
<p>CITY OF SUGAR LAND, TEXAS ENGINEERING DEPARTMENT</p>		
<u>CONSTRUCTION PLANS FOR;</u>		
CONCRETE PAVEMENT CONSTRUCTION DETAILS II		
JOB No.: DATE: DESIGNED BY: DRAWN BY: CHECKED BY: SCALE:	SL-22 SHEET OF	

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HERITAGE PARK SECTION 3

ANGLETON, TEXAS

PLANS FOR GRADING, PAVING, UTILITIES AND DETENTION

CONCRETE PAVEMENT
CONSTRUCTION DETAILS II
SL-22

PROJECT NO. 15012



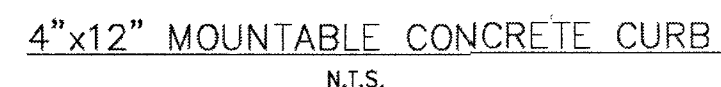
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SL-ST-15



SI-ST-16



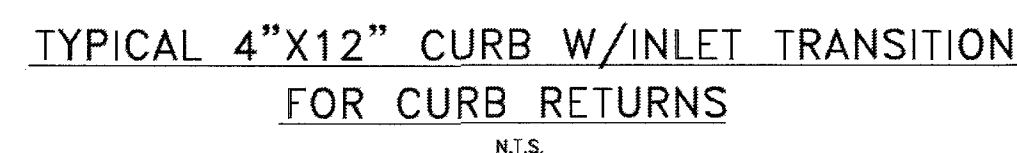
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SL-ST-18

1. 6-INCH CONCRETE CURB TO BE CONSTRUCTED ON ALL ESPLANADES, ISLANDS AND NON-RESIDENTIAL STREETS. RESIDENTIAL STREETS MAY BE CONSTRUCTED WITH EITHER 6-INCH CONCRETE CURB OR 4-INCH x 12-INCH CONCRETE CURB AS SHOWN ON THE PLAN.
2. ALL 4-INCH x 12-INCH CONCRETE CURBS TO BE POURED SEPARATE FROM PROPOSED CONCRETE PAVEMENT.
3. TRANSITIONS FROM 6-INCH CONCRETE CURB TO 4-INCH x 12-INCH CONCRETE CURB TO BE ACCOMPLISHED WITHIN 5 FEET (15'-), UNLESS OTHERWISE SHOWN.
4. READING SIDE CURB AS SHOWN IN "4-INCH x 12-INCH TRANSITION CURB" DETAIL IS TO BE INSTALLED.

SL-ST-20




MT

SI-ST-14

1. 6 INCH, 5.5 SACK CEMENT PER CUBIC YARD CONCRETE, 3500 PSI
REINFORCED CONCRETE WITH #4 BARS 24 INCHES C-C, E.W. IS THE
MINIMUM ACCEPTABLE PAVEMENT CONSTRUCTION FOR RESIDENTIAL STREETS.
2. 7 INCH, 5.5 SACK CEMENT PER CUBIC YARD CONCRETE, 3500 PSI
REINFORCED CONCRETE WITH #4 BARS 24 INCHES C-C, IS THE
MINIMUM ACCEPTABLE PAVEMENT CONSTRUCTION FOR COLLECTOR STREETS
3. EIGHT (8) INCH, 5.5 SK, 3500 PSI @ 28 DAYS, REINFORCED WITH
#4 18" C.C. EACH WAY IS THE MINIMUM ACCEPTABLE FOR ARTERIAL STREETS.
4. TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT ALL POINTS OF
CURVATURE, POINTS OF TANGENCY AND ALL INTERSECTION CURB RETURN POINTS
MAXIMUM SPACING SHALL BE 200' AND BE SEALED CONFORMING TO TXDOT
ITEM 360 (& ITEM 438) AND TXDOT DMS-6310, CLASS-2.
5. TRANSVERSE CONTROL JOINTS ARE REQUIRED AT MAXIMUM SPACING OF
20'-0" C-C, AND VERTICAL CURB JOINTS TO BE SEALED WITH SPECIAL JOINT
SEALANT ASTM-D-1190-74 OR AASHTO-M173-60 FOR PAVEMENT 8" THICK AND
GREATER. (ELASTOMETRIC TYPE HOT POURED)
6. PAVEMENT FINISH SHALL BE BAKER BROOM FINISH. CURING COMPOUND
ON ALL CONCRETE.
7. STORM WATER POLLUTION PROTECTION SHALL BE DESIGNED, CONSTRUCTED,
MAINTAINED AND SHALL BE IN TOTAL COMPLIANCE WITH THE STORM WATER
QUALITY MANUAL OF THE CITY OF SUGAR LAND.
8. UNSTABLE SUBGRADE SHALL BE EXCAVATED AND REPLACED WITH CEMENT
STABILIZED SAND.
9. USE 1"x2" REDWOOD STAKES FOR HEADERS.
10. EDGE ALL SIDES WITH EDGING TOOL.
11. DOWEL SHALL BE 3/4" DIAMETER, WITH MINIMUM 8" PENETRATION (BOTH SIDES).
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CITY OF SUGAR LAND
OF ANY BIRDBATH PROBLEMS PRIOR TO CONSTRUCTION OF DRIVEWAY.
13. REFER TO GENERAL, C.S.S., AND PAVEMENT NOTES.
14. 1.0 LBS. OF APPROVED POLYPROPYLENE FIBER MESH PER C/Y IN 4"x12"
CURBS REQUIRED.

SL-ST-20

No.	DATE	REVISION	
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<div style="text-align: center;"><p>CITY OF SUGAR LAND, TEXAS ENGINEERING DEPARTMENT</p></div>			
<u>CONSTRUCTION PLANS FOR:</u>			
<div style="text-align: center;">RESIDENTIAL CURB CONSTRUCTION DETAILS</div>			
JOB No.: DATE: DRAWN BY: CHECKED BY: SCALE:	SL-23 SHEET OF		

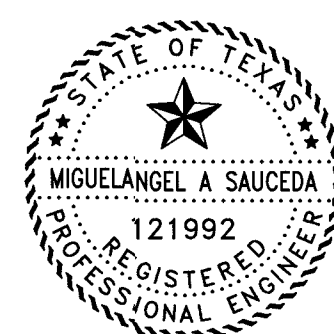
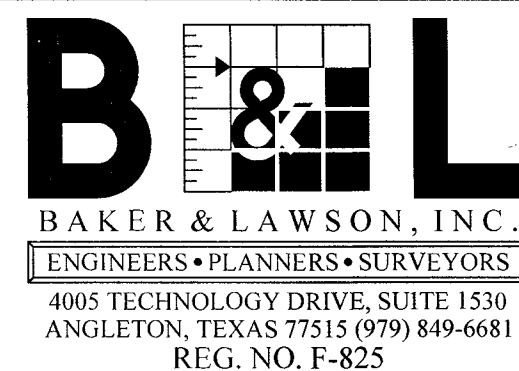


* SEE 4" x 12" MOUNTABLE CURB DETAIL
(THIS SHEET)
N.T.S.


SI-ST-19

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HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

RESIDENTIAL CURB
CONSTRUCTION DETAILS
SL-23

PROJECT NO. 15012

SL-ST-23

SL-ST-24

SL-ST-26

NOTES:

1. EXISTING CURB AND GUTTER TO BE SAW CUT, REMOVED AND REPLACED. DOWEL STEEL FOR MINIMUM REINFORCING OVERLAP OF 10 INCHES (10") DOWELS SHALL BE EIGHTEEN INCHES (18") LONG AND EPOXIED A MINIMUM OF (8") EIGHT INCHES INTO EXISTING PAVEMENT.
2. IF SIDEWALKS ARE NEITHER EXISTING NOR PROPOSED WHERE WHEELCHAIR RAMP ACCESS IS REQUIRED, CONCRETE SIDEWALKS SURFACE 4 1/2" THICK SHALL BE INSTALLED TO PROVIDE ACCESS TO THE PEDESTRIAN PUSH BUTTONS.
3. DETECTABLE WARNINGS REQUIRED BY T.A.S. SECTIONS 4.1 AND 4.7 SHALL COMPLY WITH T.A.S. SECTION 4.29
4. THE MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE. DETECTABLE WARNINGS USED ON INTERIOR SURFACE SHALL DIFFER FROM ADJOINING WALKING SURFACES IN RESILIENCY OR SOUND-ON-CANE.
5. DETECTABLE WARNINGS SURFACE SHALL COVER THE ENTIRE WIDTH AND DEPTH OF RAMP.
6. DETECTABLE WARNINGS SHALL BE INSTALLED WITH PAVERS IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
7. CONCRETE PAVES UNIT SHALL MEET ALL REQUIREMENTS OF ASTM C-935, C-33, AND SHALL BE PLACED IN A TWO BY TWO UNIT BASKET WEAVE PATTERN, UNLESS SHOWN OTHERWISE IN THE PLANS.
8. CONCRETE PAVES UNIT SHALL HAVE A TRUNCATED DOME TOP SURFACE FOR DETECTABLE WARNING TO PEDESTRIANS. DOMES SHALL BE ALIGNED IN THE DIRECTION OF PEDESTRIAN TRAVEL.
9. CONCRETE PAVES UNIT COLOR FOR THE RAMP SHALL BE A CONTRASTING COLOR THAT PROVIDES A LIGHT REFLECTIVE THAT SIGNIFICANTLY CONTRASTS WITH THE ADJACENT SURFACES. ADJACENT SURFACES INCLUDE SIDE FLARES.
10. CONCRETE PAVES UNIT SHALL BE SAW CUT ONLY, AND ANY CUT UNIT SHALL NOT BE LESS THAN 25% OF A FULL UNIT.

CONSTRUCTION NOTES:

1. THE MAXIMUM WIDTH BETWEEN EXPANSION JOINTS SHALL NOT EXCEED 20'-0"
2. EXPANSION JOINT IS TO BE 1/2" THICK CLEAR HEART REDWOOD WITH DOWELS.
3. SCORED CONTRACTION JOINTS SHALL BE EVERY 5' OR EQUAL TO WIDTH OF SIDEWALK.
4. ALL EARTHEN AREAS ARE TO BE SODDED UNLESS SHOWN OTHERWISE ON DRAWINGS.
5. 4 INCH, 5 SACK CEMENT PER CUBIC YARD CONCRETE, 3000 PSI. REINFORCED CONCRETE WITH #3 BARS, 18 INCHES C-C, FOR SIDEWALKS, #4 BARS 18" C-C FOR WHEEL CHAIR RAMPS IS THE MINIMUM ACCEPTED. MINIMUM 3 LONGITUDINAL BARS. FIBER REINFORCING SIDEWALKS--STEEL AND POLYPROPYLENE BLENDED FIBER REINFORCEMENT SYSTEM SUCH AS NOVOMESH e3 AS MANUFACTURED BY S.I. CONCRETE SYSTEMS (OR PRE-APPROVED EQUAL) MAY BE USED AS AN ALTERNATE TO CONVENTIONAL REBAR REINFORCING AT A DOSAGE RATE OF 24 LBS. PER CUBIC YARD OF CONCRETE.
6. USE RADIUS TOOL ON ALL EXPOSED EDGES.
7. TOP OF THE SIDEWALK ELEVATION TO BE TOP OF CURB.
8. MEMBRANE CURING COMPOUND IS REQUIRED AS DESCRIBED IN ITEM 526 IN THE TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
9. REFER TO GENERAL NOTES AND CONCRETE/PAVING NOTES.
10. SIDEWALK EXPANSION JOINTS SHALL CONFORM TO STREET EXPANSION JOINT STANDARDS.

SL-ST-29

 ~~$S| - S| - 25$~~

SL-ST-25

TYPICAL SINGLE ROADWAY SIDEWALK


TRUNCATED DOME PATTERN CURB RAMP

CONCRETE PAVER WITH
TRUNCATED DOME SURFACE

SL-ST-27

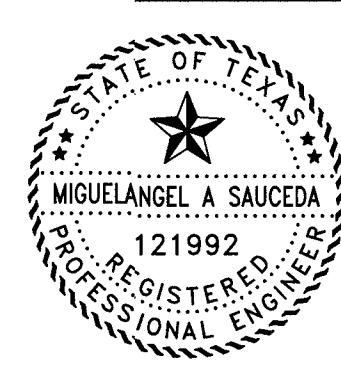
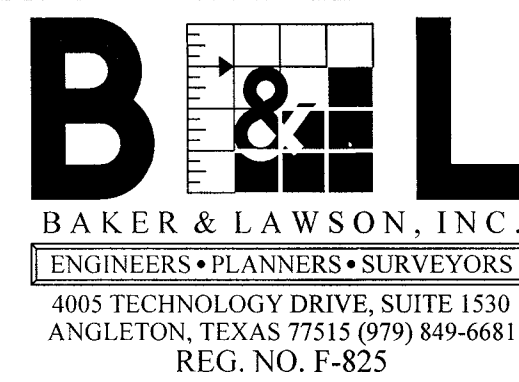
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SL-ST-33


No.	DATE	REVISION
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DESIGN ENGINEER: _____		DATE _____
 <p>CITY OF SUGAR LAND, TEXAS ENGINEERING DEPARTMENT</p>		
<u>CONSTRUCTION PLANS FOR:</u>		
WHEELCHAIR RAMP & SIDEWALK DETAILS I		
JOB No.: DATE: DESIGNED BY: DRAWN BY: CHECKED BY: SCALE:	<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">SL-25</div> SHEET OF	

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HERITAGE PARK SECTION 3

ANGLETON, TEXAS

PLANS FOR GRADING, PAVING, UTILITIES AND DETENTION

WHEELCHAIR RAMP &
SIDEWALK DETAILS I
SL-25

PROJECT NO. 15012

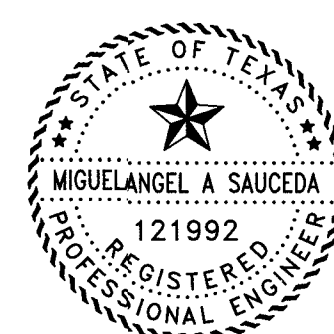


- SL-ST-40




WHEELCHAIR RAMP &
SIDEWALK DETAILS II
SL-26

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P.E. 121992



Date: 3/11/22

OWNER:
Clint Peltier
Clint Peltier Custom Homes
979-481-4840

PLAN: _____
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HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

PROJECT NO. 15012

CONCRETE SAWCUTTING WASTE NOTES

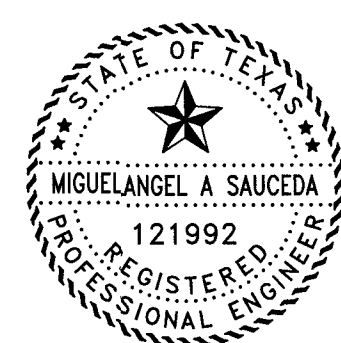
1. DURING SAWCUTTING OPERATIONS, THE SLURRY AND CUTTINGS SHALL BE CONTINUOUSLY VACUUMED OR OTHERWISE RECOVERED AND NOT BE ALLOWED TO DISCHARGE FROM THE SITE.
2. IF THE PAVEMENT TO BE CUT IS NEAR A STORM DRAIN INLET, THE INLET SHALL BE BLOCKED BY SANDBAGS OR EQUIVALENT TEMPORARY MEASURES TO PREVENT THE SLURRY FROM ENTERING THE INLET. REMOVE THE SANDBAGS IMMEDIATELY AFTER COMPLETING SAWCUTTING OPERATIONS, SO THEY DO NOT CAUSE DRAINAGE PROBLEMS DURING STORM EVENTS.
3. SLURRY AND CUTTINGS SHALL NOT BE ALLOWED TO REMAIN ON THE PAVEMENT TO DRY OUT.
4. DEVELOP PRE-DETERMINED, SAFE SLURRY DISPOSAL AREAS.
5. COLLECTED SLURRY AND CUTTINGS SHOULD BE IMMEDIATELY HAULED FROM THE SITE FOR DISPOSAL AT A WASTE FACILITY. IF THIS IS NOT POSSIBLE, THE SLURRY AND CUTTINGS SHALL BE DISCHARGED INTO ONSITE CONTAINMENT.
6. IF ONSITE CONTAINMENT MAY BE EXCAVATED OR BERMED PIT LINED WITH PLASTIC MINIMUM OF 10 MILLIMETERS THICK, IF THE PROJECT INCLUDES PLACEMENT OF NEW CONCRETE, SLURRY FROM SAWCUTTING MAY BE DISPOSED OF IN FACILITIES DESIGNATED FOR THE WASH-OUT OF CONCRETE TRUCKS INSTEAD CONSTRUCTING A SEPARATE CONTAINMENT.
7. IF THE COLLECTION AREA MAY BE LOCATED WITHIN 20 FEET AWAY FROM INLETS, DRAINS, WASTAGE WAYS, CHANNELS, AND OTHER WATERS, IF THE SITE CONFIGURATION PROVIDES SUFFICIENT SPACE TO DO SO, IN NO CASE SHALL THE COLLECTION AREA BE CLOSER THAN 20 FEET FROM INLETS, SWALES, DRAINAGE WAYS, CHANNELS AND OTHER WATERS.
8. IF PORTLAND CEMENT-FABRICATED, CONCRETE WASH-OUT, COLLECTION BASINS ARE COMMERCIALY AVAILABLE AND ARE AN ACCEPTABLE ALTERNATIVE TO AN ONSITE CONTAINMENT PIT.
9. REMOVE WASTER CONCRETE WHEN THE CONTAINMENT IS HALF FULL. ALWAYS MAINTAIN A MINIMUM OF ONE FOOT FREEBOARD.
10. ONSITE EVALUATION OF THE WASTER AFTER RECYCLING OF THE CONCRETE WASTE IS THE PREFERRED DISPOSAL METHOD. WHEN THIS IS NOT FEASIBLE, DISCHARGE FROM THE COLLECTION AREA SHALL ONLY BE ALLOWED IF A PASSIVE TREATMENT SYSTEM IS USED TO REMOVE THE FINES. MECHANICAL MIXING IS REQUIRED IN THE COLLECTION AREA. THE pH MUST BE TESTED, AND DISCHARGE IS ALLOWED IF THE pH DOES NOT EXCEED 8.0. THE pH MAY BE LOWERED BY ADDING SULFURIC ACID TO THE SURFATE WATER.
11. CARE SHALL BE EXERCISED WHEN TREATING THE SLURRY WATER FOR DISCHARGE. MONITORING MUST BE IMPLEMENTED TO VERIFY THAT DISCHARGES FROM THE COLLECTION AREA DO NOT VIOLATE GROUNDWATER OR SURFACE WATER QUALITY STANDARDS.
12. SUBMITTAL OF SAMPLES AS THOSE USED FOR SILT FENCE SHOULD NOT BE USED TO CONTROL SAWCUTTING WASTE, SINCE THE GRAIN SIZE IS SIGNIFICANTLY SMALLER THAN THE APPARENT OPENING SIZE OF THE FABRIC.

SANDBLASTING WASTE NOTES


1. THE CONTRACTOR SHOULD BE REQUIRED TO DESIGNATE THE SITE SUPERINTENDENT, FOREMAN, OR OTHER PERSON WHO IS RESPONSIBLE FOR SANDBLASTING TO ALSO BE RESPONSIBLE FOR SANDBLASTING WASTE MANAGEMENT.
2. PROHIBIT THE DISCHARGE OF SANDBLASTING WASTE.
3. USE ONLY INERT, NON-DEGRADABLE SANDBLAST MEDIA.
4. USE APPROPRIATE EQUIPMENT FOR THE JOB, DO NOT OVER-BLAST.
5. BLASTING SHOULD BE DONE IN A BLAST IN A DOWNWARD DIRECTION.
6. CEASE BLASTING ACTIVITIES IN HIGH WINDS OR IF WIND DIRECTION COULD TRANSPORT GRIT TO DRAINAGE FACILITIES.
7. INSTALL DUST SHIELDING AROUND SANDBLASTING AREAS.
8. COLLECT AND DISPOSE OF ALL SPENT SANDBLAST GRIT, USE DUST CONTAINMENT, FABRICS AND DUST COLLECTION HOPPERS AND BARRELS.
9. NON-HAZARDOUS SANDBLAST GRIT SHOULD BE DISPOSED IN PERMITTED CONSTRUCTION DEBRIS LANDFILLS OR PERMITTED SANITARY LANDFILLS.
10. IF SANDBLAST MEDIA CANNOT BE FULLY CONTAINED, CONSTRUCT SEDIMENT TRAPS DOWNSTREAM FROM BLASTING AREA WHERE APPROPRIATE.
11. USE SAND FENCING WHERE APPROPRIATE IN AREAS WHERE BLAST MEDIA CANNOT BE FULLY CONTAINED.
12. IF NECESSARY, INSTALL MISTING EQUIPMENT TO REMOVE SANDBLAST GRIT FROM AIR, PREVENT RUNOFF FROM MISTING OPERATIONS FROM ENTERING DRAINAGE SYSTEMS.
13. USE VACUUM GRIT COLLECTION SYSTEMS WHERE POSSIBLE.
14. KEEP RECORDS OF SANDBLASTING MATERIALS, PROCEDURES, AND WEATHER CONDITIONS ON A DAILY BASIS.
15. TAKE ALL REASONABLE PRECAUTIONS TO ENSURE THAT SANDBLASTING GRIT IS CONTAINED AND KEPT AWAY FROM DRAINAGE STRUCTURES.
16. SAND BLASTING MEDIA SHOULD ALWAYS BE STORED UNDER COVER AWAY FROM DRAINAGE STRUCTURES.
17. ENSURE THAT STORED MEDIA OR GRIT IS NOT SUBJECTED TO TRANSPORT BY WIND.
18. ENSURE THAT ALL SANDBLASTING EQUIPMENT AND STORAGE CONTAINERS COMPLY WITH CURRENT LOCAL, STATE, AND FEDERAL REGULATIONS.
19. CAPTURE AND TREAT RUNOFF, WHICH COMES INTO CONTACT WITH SANDBLASTING MATERIALS OR WASTE.

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

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P.E. 121992



Date: 3/11/22

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979-481-4840

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PROFILE: _____

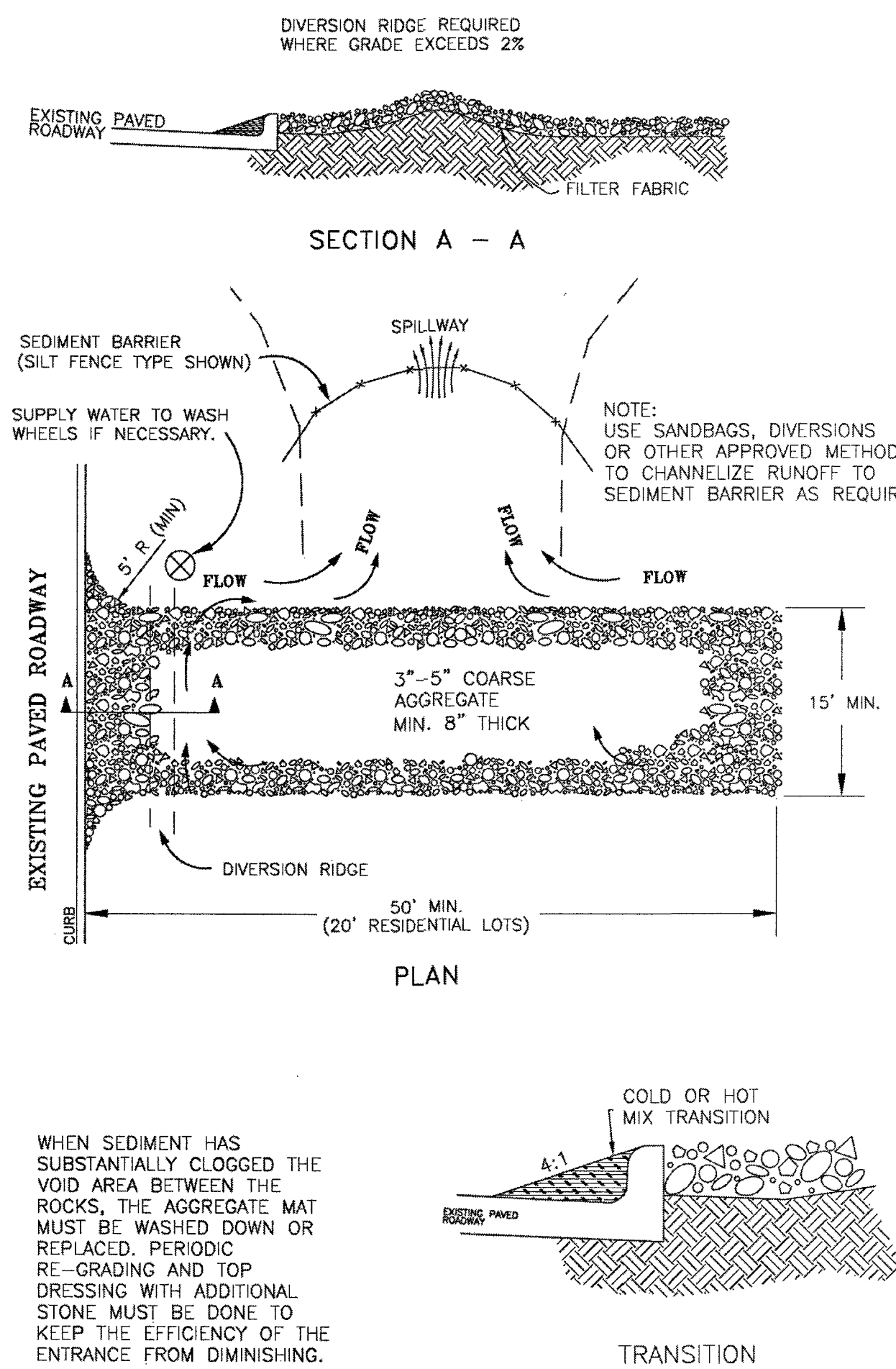
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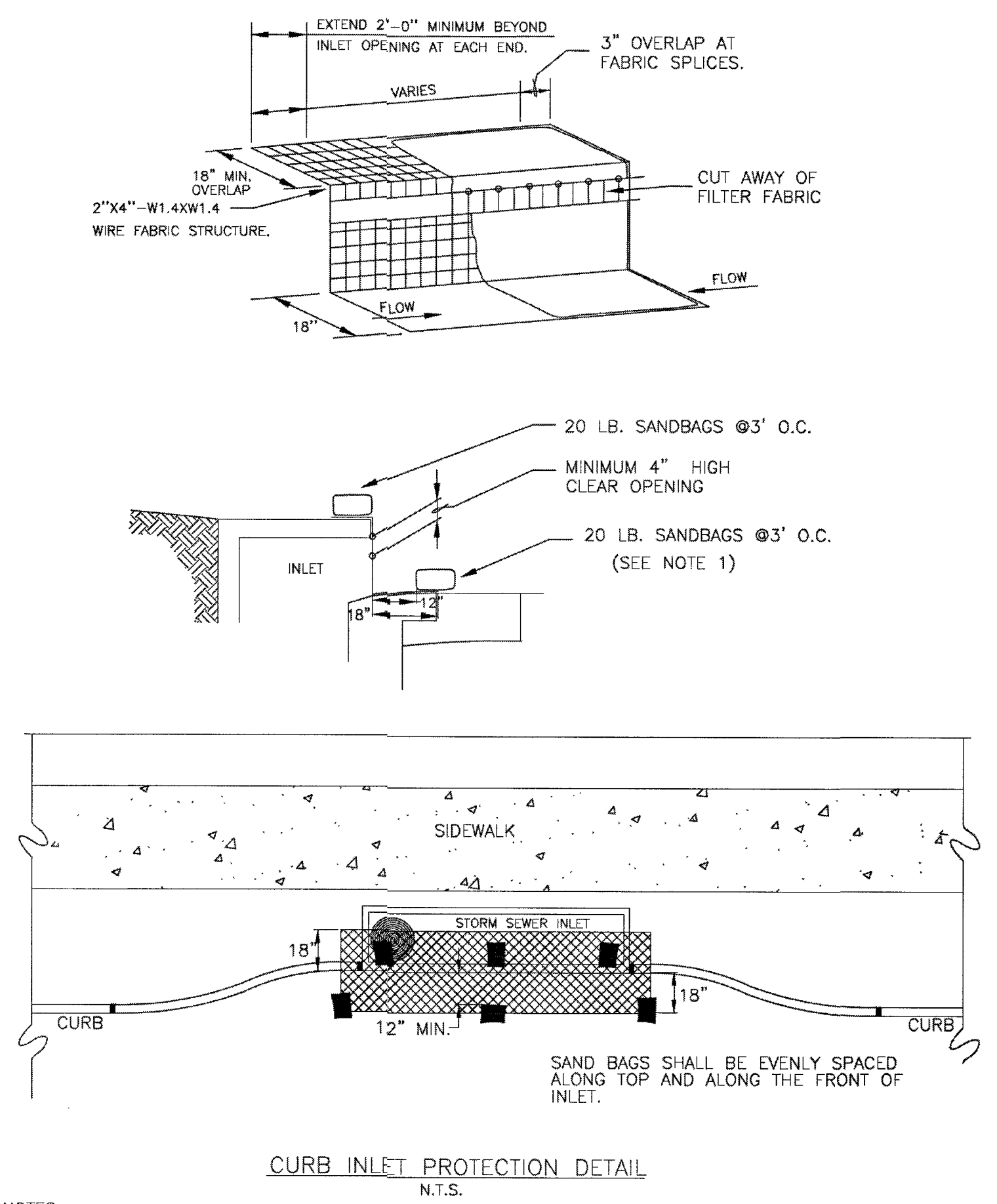
HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

GENERAL EROSION
CONTROL NOTES
SL-33

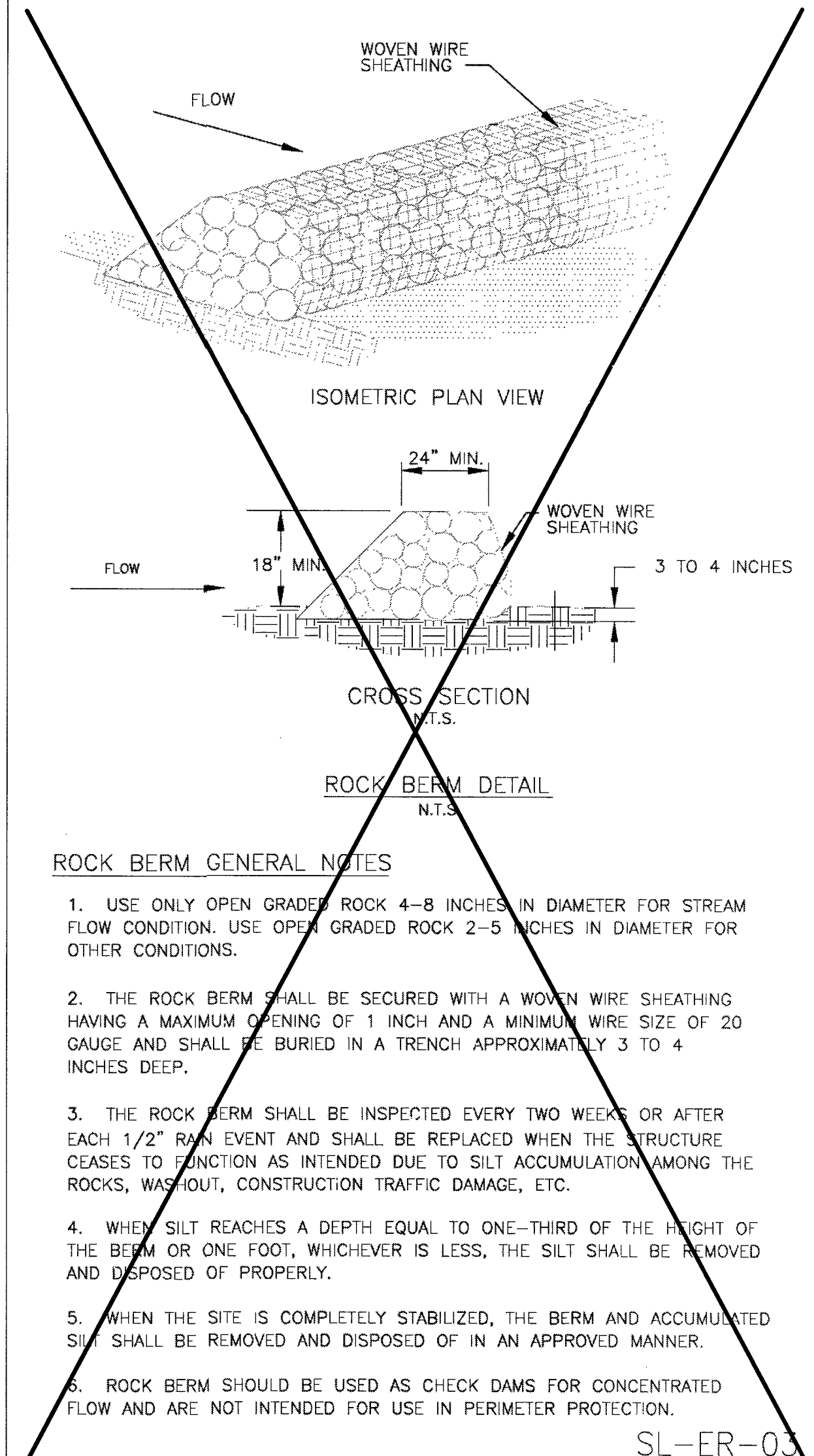
PROJECT NO. 15012



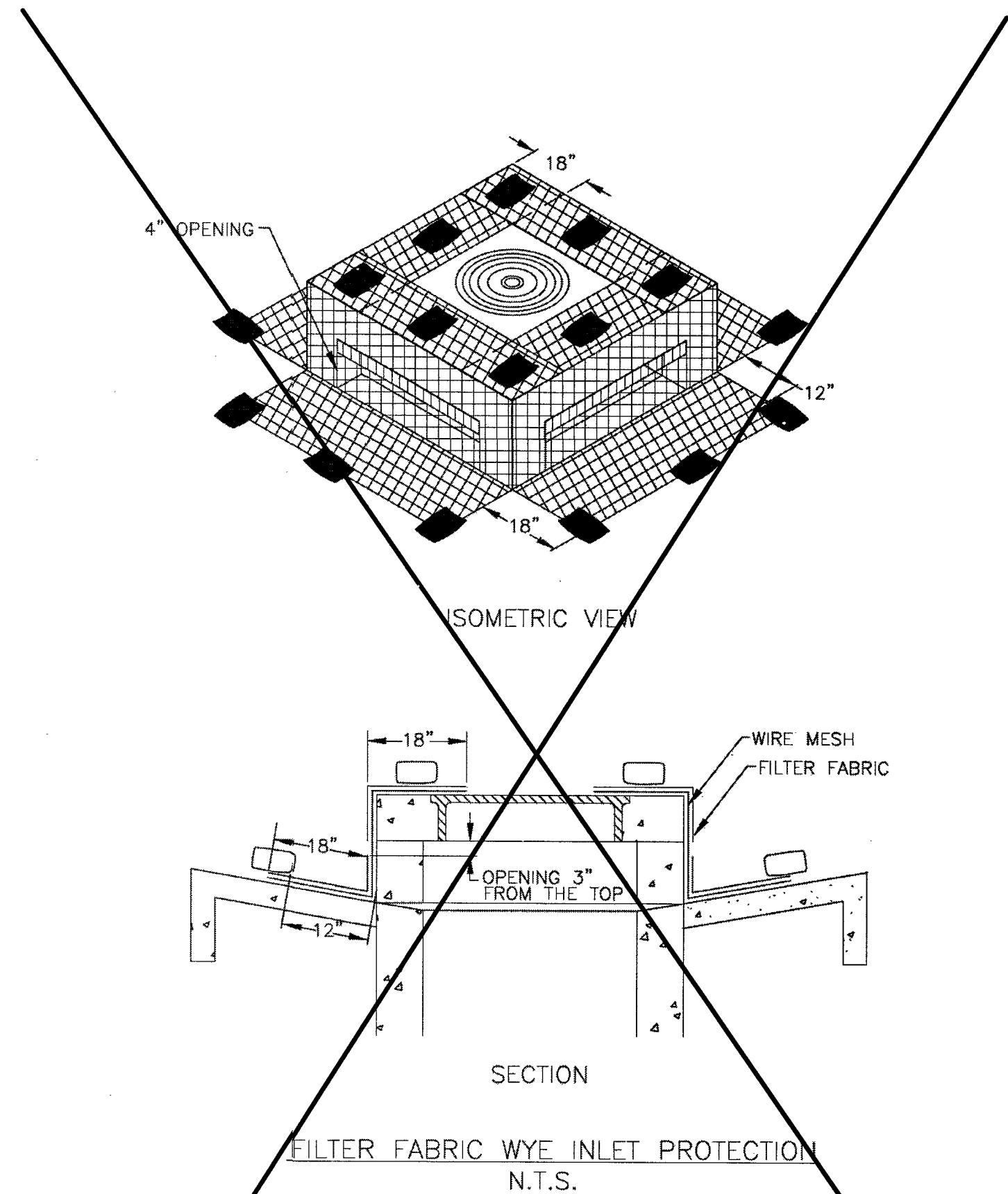
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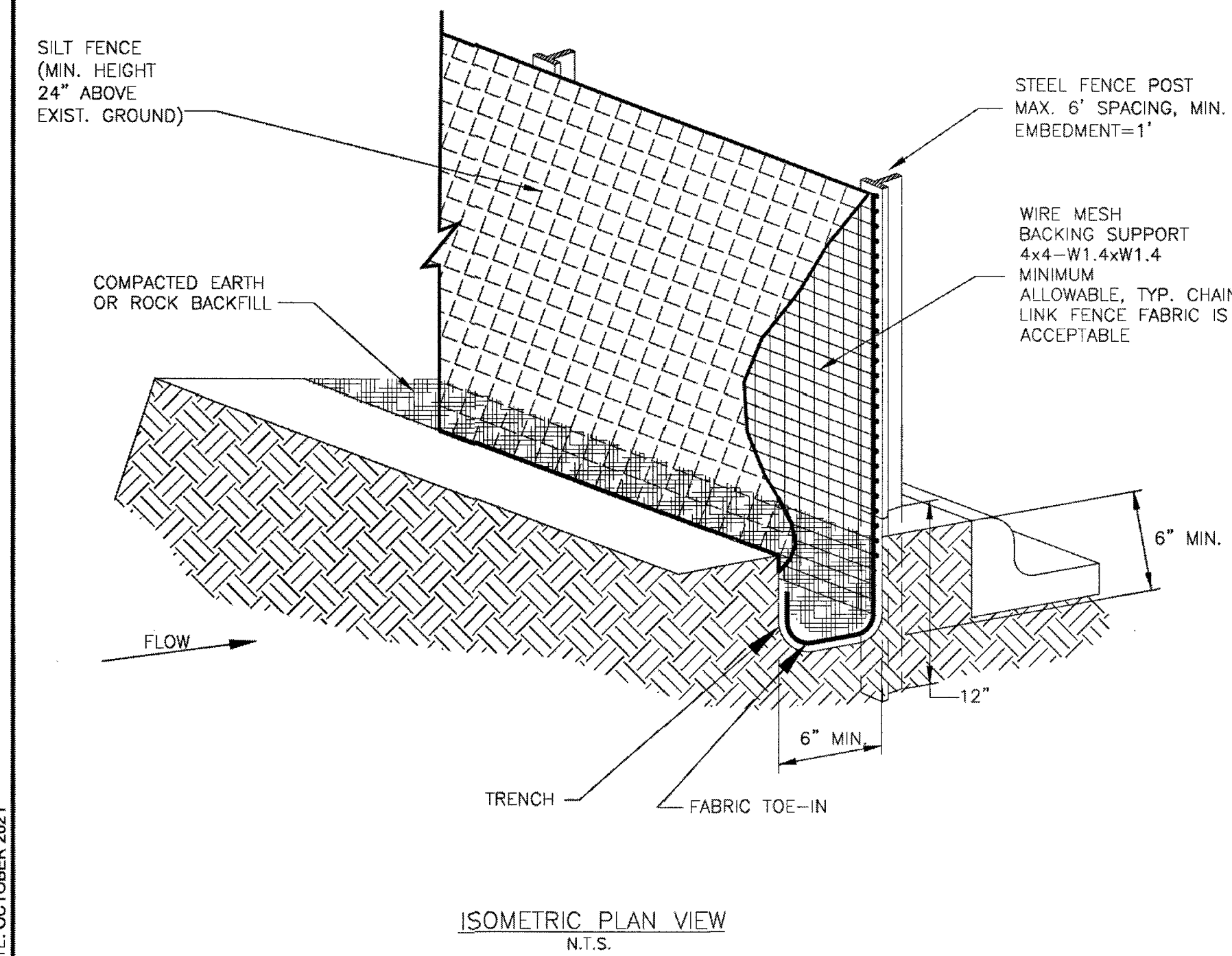
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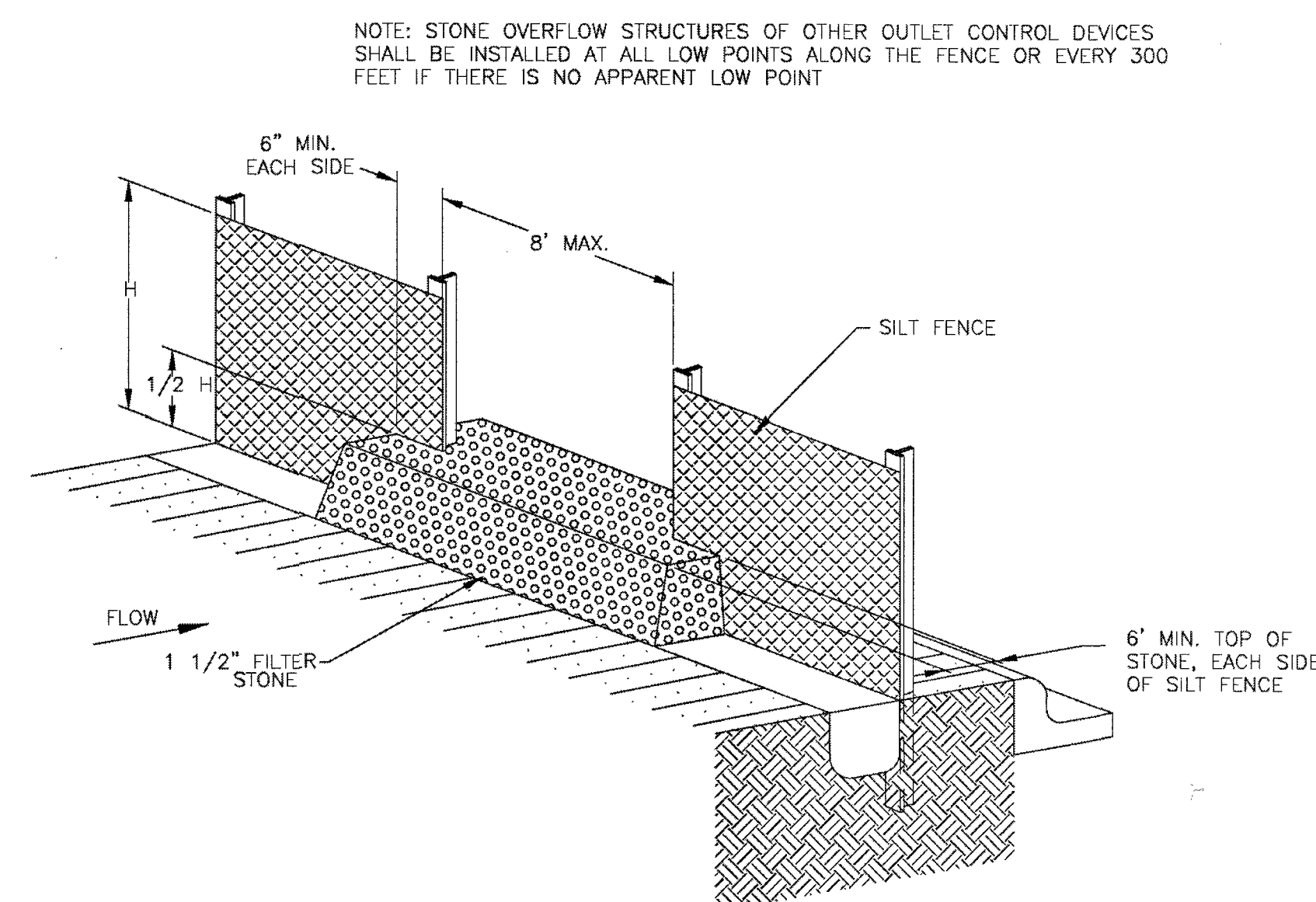


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SL-ER-05

- SILT FENCE GENERAL NOTES**
- STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
 - THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
 - THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
 - SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS ATTACHED TO THE STEEL FENCE POST. THERE SHALL BE A 3' FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
 - INSPECTION SHALL BE MADE EVERY TWO WEEKS AND AFTER EACH 1/2" RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
 - SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
 - ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF HALF THE HEIGHT OF THE FENCE. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SITUATION.



No.	DATE	REVISION

DESIGN ENGINEER: _____ DATE: _____

SEAL: _____

CITY OF SUGAR LAND, TEXAS
ENGINEERING DEPARTMENT

CONSTRUCTION PLANS FOR:

EROSION CONTROL DETAILS I

JOB No.: _____
DATE: _____
DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: _____

SL-34
SHEET OF

NO.	DATE	DESCRIPTION	APPROVED

REVISIONS

DESIGNED: MS

DRAWN: _____

CHECKED: _____

DATE: _____

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
4005 TECHNOLOGY DRIVE, SUITE 1330
ANGLETON, TEXAS 77515 (979) 849-6681
REG. NO. F-825

STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER
121992
MIGUEL A. SAUCEDA
P.E.
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Date: 3/11/22

OWNER:
Clint Peltier
Clint Peltier Custom Homes
979-481-4840

PLAN: _____

PROFILE: _____

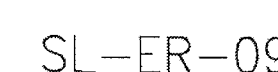
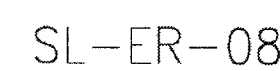
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HERITAGE PARK SECTION 3
ANGLETON, TEXAS
PLANS FOR
GRADING, PAVING, UTILITIES
AND DETENTION

EROSION CONTROL
DETAILS I
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PROJECT NO. 15012



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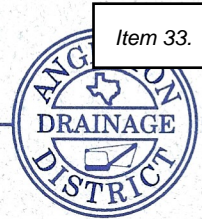
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EROSION CONTROL
DETAILS II
SL-35

PROJECT NO. 15012

ANGLETON DRAINAGE DISTRICT

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



April 26, 2022

Clint Peltier Homes, LLC
765 Spur 28
Danbury, Texas 77534

Re: Heritage Park, Section III
Plat and Drainage & Detention Plan

Dear Mr. Peltier:

During the special public of the Angleton Drainage District held on April 19, 2022, the Board of Supervisors unanimously approved the plat, drainage and detention plan of Heritage Park, Section III as presented.

As presented, Heritage Park, Section III will consist of 30 residential lots 70-feet in width. There will also be a 0.31 unrestricted reserve "B". This development consists of 11-acres. The existing detention pond will be expanded to accommodate the addition of Section 111 to the subdivision.

If any structures are added to this site in the future, a subsequent review by the Angleton Drainage District will be required to ensure there are no adverse impacts to adjacent landowners.

Approval of this plat and drainage and detention plan in no way represents that Heritage Park, Section III, has complied with any federal, state, county or other law, statute, procedure or requirement of any type beyond the approval of the drainage and detention plan approved, with the stipulations listed in this letter, if any, by the District.

Should you have any questions regarding this matter, please contact the Angleton Drainage District at 979.849.2414, Monday through Thursday, 7:00 a.m. to 5:30 p.m.

Sincerely,

A handwritten signature in dark ink, appearing to read "David B. Spoor".

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

PREPARED BY: Walter E. Reeves jr., AICP, Development Services Director

AGENDA CONTENT: Discussion and possible action to provide staff direction on amending the public acceptance process.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

City Council has indicated that staff should consider amending Section 23-98 regarding the acceptance of public improvements. Staff has examined that section and feels that amending the public acceptance process will not require an extensive amendment of Section 23-98.

The acceptance of public improvements currently is a two-step process, as articulated in Section 23-98. The first step is a preliminary acceptance of public improvements that is an administrative where the City Engineer recommends acceptance to the City Manager and the City Manager approves the preliminary acceptance. This preliminary acceptance requires a one-year maintenance bond. The second step is final acceptance. City Council accepts the public improvements after recommendation from the City Engineer and City Manager. The final acceptance also requires posting of a one-year maintenance bond. The required maintenance bond is \$25,000 or 20% of the construction costs of the improvements, whichever is greater.

Processing this amendment gives the City an opportunity to amend its regulations to reflect the desires of the City moving forward. To process an amendment to the public acceptance process, staff needs Council direction on the following questions:

1. Does the Council wish to make the maintenance bond a two-year, rather than one-year, maintenance bond?
2. Does the Council wish to increase the amount of the maintenance bond?
3. Does the Council wish to make acceptance of the public improvements an administrative act by the staff, or continue the current process of acceptance by the Council?

Staff has researched other cities in the area (Attachment 1) which provides a comparison of their respective requirements.

RECOMMENDATION:

Staff recommends that the public acceptance process be amended to reflect:

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

CITY	WHEN ACCEPTED	SURETY	LENGTH OF SURETY	AMOUNT OF SURETY	TAX CERTIFICATE	ACCEPTANCE	“AS BUILTS”	REQUEST FOR ACCEPTANCE
Manvel	Prior to Recording of Final Plat	Maintenance Bond Letter of Credit	2 years 1 year	100% of total cost of infrastructure 50% of total cost of infrastructure	Yes	City Council	Yes	
Webster	Prior to Recording of Final Plat	Maintenance Bond	2 years	10% of total cost of infrastructure	No	City Engineer	Yes	
League City	Inspection Approval	Maintenance Bond	2 years	100% of cost of construction	No	City Council	Yes	Yes
Missouri City	Prior to Recording Final Plat	Maintenance Bond	1 year	100% of total cost of infrastructure	No	City Engineer	Yes	
Sugar Land	Prior to Recording Final Plat	Maintenance Bond	1 year	10 % of total construction cost	No	City	Yes	
Pearland	Prior to Recording of Final Plat	Maintenance Bond	2 years	50% of total costs	No	City Engineer	Yes	
Angleton	Prior to Recording of Final Plat	Maintenance Bond	1 year	\$25,000 or 20% of total construction cost, whichever is greater	No	City Council	Yes	Yes