



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, NOVEMBER 12, 2024, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

1. Presentation of the employee service award.
2. Presentation by the Gulf Coast Tennis Association to present the 2024 City Cup trophy to the City of Angleton.
3. Presentation of the Small Business Saturday proclamation to the Greater Angleton Chamber of Commerce and the Brazoria County Hispanic Chamber.

CONSENT AGENDA

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

4. Discussion and possible action on the 2025 employee health plan.

- [5.](#) Discussion and possible action to approve an agreement for a project of the Angleton Better Living Corporation and to authorize the City Manager to execute the agreement with Burditt Consultants, LLC for Abigail Arias Park design, construction document development, bidding, and construction administration.
- [6.](#) Discussion and possible action to approve an agreement for a project of the Angleton Better Living Corporation and to authorize the City Manager to execute the agreement with Burditt Consultants, LLC for Freedom Park Active Area design, construction document development, bidding, and construction administration.
- [7.](#) Discussion and possible action on the review and approval of the investment reports for Fiscal Year 2023-2024 for the quarters ended December 31, 2024, March 31, 2024, June 30, 2024, and September 30, 2024.

EXECUTIVE SESSION

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

- [8.](#) Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Texas Government Code, Section 551.074. (City Attorney)

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.

REGULAR AGENDA

- [9.](#) Annual Collection Report for the City of Angleton given by Mike Darlow with Perdue Brandon.
- [10.](#) Discussion and possible action to approve HDR Engineering proposal in the amount of \$58,100 for the design, bid, and construction administration for the BG Peck Soccer Complex Field Regrading Project.
- [11.](#) Discussion, update, and possible action on the proposed City of Angleton Comprehensive Fee Schedule as related to the User Fee Study.
- [12.](#) Discussion and possible action on the Fiscal Year 2025 Road Project Request - overlays, with Brazoria County.
- [13.](#) Discussion and update on the Texas Commission on Environmental Quality (TCEQ) compliance investigation.
- [14.](#) Discussion and possible action on approving Resolution No. 20241112-014 casting votes for the Board of Directors of the Brazoria County Appraisal District.

[15.](#) Discussion and possible action on possible changes to the City's Procurement Policy.

[16.](#) Discussion and possible action on the City Manager's performance review.

COMMUNICATIONS FROM MAYOR AND COUNCIL

ADJOURNMENT

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

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Thursday, November 7, 2024, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez
Michelle Perez, TRMC
City Secretary

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 12, 2024

PREPARED BY: Colleen Martin

AGENDA CONTENT: Presentation of employee service award.

AGENDA ITEM SECTION: Ceremonial Presentation

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

FUND: _____

EXECUTIVE SUMMARY:

Presentation of employee service awards to Timothy Williams, Javier Gonzalez, and Tiffany Ochoa for ten years of dedicated service to the City of Angleton.

RECOMMENDATION:

Presentation of Service Award.



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 12, 2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Presentation by the Gulf Coast Tennis Association to present the 2024 City Cup trophy to the City of Angleton.

AGENDA ITEM SECTION: Ceremonial Presentation

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

FUND: N/A

EXECUTIVE SUMMARY:

The Gulf Coast Tennis Association (GCTA) held our 5th annual Gulf Coast "City Cup" Tournament Challenge this summer. This is a 5 tournament series over the course of June-August playing Doubles and/or Singles. Each player declares the CITY they will be playing for during the entire tournament series. At the end of Series #5, the city with the most points is awarded the City Cup trophy, and bragging rights for a year. The players here tonight played hard for their city and came out victorious with a total of 76 wins. Other cities competing for this trophy were Lake Jackson, Sweeny, & West Columbia. Without further ado, the Gulf Coast Tennis Association would like to present our 2024 trophy, to our reigning champion for the 5th year, to the City of ANGLETON!

RECOMMENDATION:

N/A

Office of the **MAYOR**
City of Angleton, Texas
Proclamation

WHEREAS, the government of Angleton, Texas, celebrates our local, small businesses and the contributions they make to our economy and community; and

WHEREAS, American Express introduced the Saturday after Thanksgiving as Small Business Saturday in 2010 to support businesses facing challenges during the economic recession, and by 2012, advocacy groups and public and private organizations in all 50 states, joined in endorsing this initiative, which has continued to thrive each year since; and

WHEREAS, in 2022, Small Business Saturday drove an estimated \$17.9 billion with 72% of shoppers reporting that Small Business Saturday makes them want to shop and dine at small, independently-owned retailers and restaurants all year long; and

WHEREAS, the City of Angleton supports our local businesses that create jobs, boost our local economy, and preserve our communities and urges the residents of our community and communities across the country to support small businesses and merchants on Small Business Saturday and throughout the year.

NOW, THEREFORE, I, John Wright, Mayor of the City of Angleton, Texas, along with the City of Angleton City Council, do hereby proclaim November 30, 2024 as:

“Small Business Saturday”

PROCLAIMED this 12th day of November 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 12, 2024

PREPARED BY: Colleen Martin

AGENDA CONTENT: Discussion and possible action on the 2025 employee health plan.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$1.9 est.

FUNDS REQUESTED: \$1.9 est.

FUND: xx-140-xxx

EXECUTIVE SUMMARY:

Each year, during employee benefits open enrollment, the city offers medical, dental, vision, and life insurance along with ancillary products to all full-time employees and permanent part-time employees who work an average of 30 hours per week or more in a year (no qualified part-time employees as of this agenda item), as mandated by the Affordable Care Act (ACA).

Historically, the city has contributed to the enrolled members' medical and dental coverage, provided a \$25,000 basic term life policy, and contributed to a Health Savings Account for High Deductible Health Plan participants (13 participants as of this agenda item).

The city's health plan was under a 1-year agreement with BCBS of Texas. The estimated cost to the city for the health plan is \$1.9m. The city's consultant, Lockton, sought bids for the city's medical plan. As of September 2024, the city had a loss ratio of 101.8% and a year-to-date average annual cost of \$1.8m. The incumbent, Blue Cross Blue Shield of Texas, initially offered a renewal with a 19.3% increase, but as of October 30, 2024, they offered a rate pass. CIGNA declined to quote, and UHC offered a 4.4% decrease; however, it required the City to complete a new application of findings to determine if there were additional high dollar claims to consider before issuing a final quote. The city does have additional high-dollar claims; therefore, the UHC bid was uncertain, and it is, for this reason, recommended that BCBS be renewed. Both contributions and premiums will remain the same in 2025.

Rate Guarantees

The city's dental and vision plans have a rate guarantee through 12/31/2024, and the FSA and HSA administration and all other ancillary products have a rate guarantee through 12/31/2026.

RECOMMENDATION:

Staff recommends renewal of the BCBS health plan agreement with a rate pass.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/12/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to approve an agreement for a project of the Angleton Better Living Corporation and to authorize the City Manager to execute the agreement with Burditt Consultants, LLC for Abigail Arias Park design, construction document development, bidding, and construction administration.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$2,000,000.00

FUNDS REQUESTED: \$198,000.00

FUND: 40-506-625.10

EXECUTIVE SUMMARY:

On June 25, 2024, the City Council approved Burditt Land | Place as the consultant firm for Abigail Arias Park design, construction document development, bidding, and construction administration.

On August 19, 2024, Burditt sent over a proposal for services and an AIA agreement for the City to review. The Director reviewed Burditt's scope of work and AIA agreement and sent it to RLO for approval. On September 9, 2024, RLO sent revisions to the scope of work and AIA agreement on 9/9/24 to be reviewed by the Director and Burditt. Contract negotiations continued and were finalized on October 30, 2024.

RECOMMENDATION:

Staff recommends the City Council approve the agreement for a project of the Angleton Better Living Corporation and authorize the City Manager to execute the agreement with Burditt Consultants, LLC for Abigail Arias Park design, construction document development, bidding, and construction administration.

RECOMMENDED MOTION:

I move we approve the agreement for a project of the Angleton Better Living Corporation and authorize the City Manager to execute the agreement with Burditt Consultants, LLC for Abigail Arias Park design, construction document development, bidding, and construction administration.



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Angleton
121 S. Velasco, Angleton, TX 77515
Telephone: 979-849-4364
www.angleton.tx.us

and the Architect:
(Name, legal status, address and other information)

Burditt Consultants, LLC
310 Longmire Road, Conroe, TX 77304
Telephone: 936-756-3041
Fax: 936-539-3240

for the following Project:
(Name, location and detailed description)

Angleton – Abigail Arias Park Project-RFQ #2024-03
Angleton Texas
Professional design services for development and construction of a +/-6 acre park with
playgrounds, splash pad, trails, skate area and park amenities per minimum park standards.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(960051282)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Preliminary program established per RFQ No. 2024-03. Program is subject to change according to the Architect's approved Scope and Cost of the Work: 8/16/2024, and pursuant to the Terms of the Agreement provided herein.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Approximately 6-acre, open parcel with frontage road access. Parcel neighbors an apartment complex, single residential lots and connects to American Legions parcel. Anderson Cemetery is located across the street.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,00.00 USD)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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(960051282)

(Paragraphs deleted)

Construction commencement date:

Approximately 10 months after the date of the Executed Agreement but no later than 18 months (Includes Schematic Design, Design Development, Construction Document, Permitting, Bidding/Procurement, and Contract Negotiation phase.

.2 Substantial Completion date or dates:

Approximately 180 days after the Notice to Proceed, established upon execution of Agreement between Owner and the Awarded Contractor.

.3 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Sealed Proposal method in accordance with Texas Government Code Chapter 2269 and other applicable chapters and provisions.

§ 1.1.6 The Owner identifies the following representative in accordance with Section 5.3 and in accordance with the City of Angleton procurement ordinance and policies.:

(List name, address, and other contact information.)

Chris Whittaker
City Manager
City of Angleton
121 S. Velasco, Angleton, TX 77515
Telephone: 979-849-4364
Email: cwhittaker@angleton.tx.us

(Paragraph deleted)

§ 1.1.7 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.8 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer: To be determined after execution of the Agreement.

.2 Civil Engineer: To be determined after execution of the Agreement

- .3** Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.9 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Claudia T. Walker, RLA
310 Longmire Rd.
Conroe, Texas 77304
cwalker@burditt.com

(Paragraphs deleted)936-756-3041

§ 1.1.10 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.10.1 Consultants retained under Basic Services:

- .1** Structural Engineer: To be determined after execution of the agreement.

- .2** Civil Engineer: To be determined after execution of the agreement.

§ 1.1.10.2 Consultants retained under Supplemental Services:

To be determined after execution of the agreement.

§ 1.1.11 Other Initial Information on which the Agreement is based:

N/A

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

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User Notes:

(960051282)

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by competent architects practicing in the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4 The Architect shall maintain the following insurance until termination of this Agreement.

(Paragraphs deleted)

§ 2.4.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.4.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.4.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.4.4 Workers' Compensation at statutory limits.

§ 2.4.5 Employers' Liability with policy limits not less than One Hundred Thousand Dollars (\$ 100,000.00) each accident, One Hundred Thousand Dollars (\$ 100,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

§ 2.4.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate. Professional liability shall be maintained for not less than four (4) years following, Substantial Completion of the Project as defined in the AIA Document A201, Contract between Owner and the Contractor. Insurance of the following types and with indemnification limits not less than the amounts indicated are required.

§ 2.4.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability as set out in Texas Local Government Code Sec. 271.904, to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.4.8

1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative may contact the State Board of Insurance to confirm that the issuing company(ies) are admitted and authorized to

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- issue such policies in the State of Texas.
2. The policy so issued in the name of Architect shall also name the Owner as additional insured, except for professional liability insurance and worker's compensation insurance.
 3. **To the extent an Architect contracts with sub-consultants to perform any scope of Architect's services required by this Agreement, Architect shall ensure sub-consultants maintain the minimum level of insurance as required by Architect under this Agreement.** Architect's naming of a sub-consultant as an additional insured on any policy held by the Architect shall not relieve Architect or its sub-consultants of this obligation to provide separate coverage.
 4. Architect shall have its insurance carrier(s) furnish to Owner insurance endorsements and exclusions as well as Certificates of Insurance in forms satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.
 5. Insurance provided pursuant to this Section shall be considered a part of the Architect's Basic Services and shall not be Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.
 6. Architect's General Liability, Automobile Liability, and Worker's Compensation Insurance policies shall be endorsed to provide a waiver of subrogation in favor to the Owner.

§ 2.4.9 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.4.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall assist in the selection of a Contractor and shall consult with the Contractor to maintain the Project budget, increase value to the Owner, and ensure constructability. The Architect shall provide draft design documents for estimating and pricing at the 30%, 60% and 90% completion for review by the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The provision of the foregoing information does not relieve the Architect of its obligations nor does not absolve or lessen the Architect's obligations to perform its Work in accordance with the standard of care defined in this Agreement. The Architect shall not incorporate the information into the design elements or scope based solely on representations by the Owner or its agents. The Architect shall independently verify the information provided by or for the Owner and shall evaluate said information before incorporating it into the design or utilizing it for design decisions.

The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall submit plans for the Project to the Texas Department of Licensing and Regulation (TDLR) for handicap accessibility review. The Owner acknowledges that the Construction Documents are not completed until TDLR has approved them and any comments they require are incorporated in them even though construction may have begun or even been completed before comments are received. The Architect will forward the TDLR final inspection report to the Contractor for corrective work listed in the report to be completed.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. Architect will perform a detailed code and zoning review for the Project and consult with the Owner on any changes that impact the design.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. The Architect shall prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during the Schematic Design Phase.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Architect shall coordinate the consultants' Schematic Design Services.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. The Architect shall submit to Owner an updated Project Schedule for the Project.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.8 The Architect shall collaborate with the Owner to make adjustments to the scope of Work (Project requirements), Schematic Design cost opinion, and the Owner's construction budget such that they are in agreement and approval prior to moving to the next phase.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project in effect at the time of document preparation or reasonably foreseeable.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.5.1 The Architect shall attend meetings with Owner and Owner's staff to review the Construction Documents, the Construction Documents opinion of the Cost of Work, and status of the Project Schedule. The Architect shall prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during the Construction Documents Phase.

§ 3.4.6 The Architect shall collaborate with the Owner to make adjustments to the scope of Work (Project requirements), Construction Documents Phase opinion of the Cost of Work, and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or

negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of digital versions (PDF) of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- .5 review substitution requests from bidder up until 7 days prior to the bid due date, issue addenda documenting any approved substitution requests 3 days prior to bid due date;
- .6 assisting Owner in bid evaluations, as necessary or as requested by Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of digital versions of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 review substitution requests from bidder up until 7 days prior to the bid due date, issue addenda documenting any approved substitution requests 3 days prior to bid due date; and
- .5 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Failure to notify the Owner of observed defects and deficiencies constitutes a breach of this Agreement and shall be a deviation from the Architect's agreed standard of professional care. While on site, the Architect will attend OAC Meetings with the Owner and Contractor to review the Project status, previous set of construction meeting notes, submittal logs, ASI logs, RFI logs, sustainability documentation (if applicable), and construction schedule status along with coordination issues that need resolution by the Owner, Architect and Contractor.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be subject to the Owner's approval. The Architect will review substitution requests from the Contractor only for materials and products which become unavailable during the Construction Phase due to circumstances beyond the Contractor's control or on request by the Owner for the purposes of reducing the Project budget.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within 10 days excluding delivery time to and from the Contractor. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days. If the Contractor makes large, bulk submittals at one-time, additional time may be allocated to the Architect and his consultants to review them. The initial date for submittal review by Architect shall not commence until the submittal has been provided to the Architect in its entirety, the specific product being submitted is marked as such in the product literature, and the submittal has been reviewed and stamped by the Contractor. The date for initiation of submittals received after 3 pm shall be dated the following day

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect shall prepare Architect's Supplemental Instructions (ASIs) when deemed necessary by the Architect and issue them to Contractor.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Included in Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil Engineering	Included in Basic Services
§ 4.1.1.9 Landscape Architectural Design	Included in Basic Services
§ 4.1.1.10 Structural Engineering Design	Included in Basic Services

Init.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 MEP Engineering Design	Included in Basic Services
§ 4.1.1.14 Detailed cost estimating beyond that required in Section 6.3	Not Required
§ 4.1.1.15 On-site project representation	Not Provided
§ 4.1.1.16 Conformed documents for construction	Included in Basic Services
§ 4.1.1.17 As-designed record drawings	Included in Basic Services
§ 4.1.1.18 As-constructed record drawings	Not Provided
§ 4.1.1.19 Post-occupancy evaluation	Not Provided
§ 4.1.1.20 Facility support services	Not Provided
§ 4.1.1.21 Tenant-related services	Not Provided
§ 4.1.1.22 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.23 Telecommunications/data design	Not Provided
§ 4.1.1.24 Security evaluation and planning	Not Provided
§ 4.1.1.25 Commissioning	Not Provided
§ 4.1.1.26 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.27 Fast-track design services	Not Provided
§ 4.1.1.28 Multiple bid packages	Not Provided
§ 4.1.1.29 Historic preservation	Not Provided
§ 4.1.1.30 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.31 Geotechnical Analysis	Owner
§ 4.1.1.32 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.33 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

1. Existing facilities surveys - Services may include the following Scope:
 - a. Onsite point-cloud scanning and standard laser measuring of existing facilities within the Scope of the Contract Documents.
 - b. Complete facility survey package provided to Owner and Architect, including or AutoCAD files for developing and coordinating with the Contract Documents.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3. The provision of Additional Services in excess of those referenced in this Section 4, et. al. shall not entitle the Architect to additional compensation or an adjustment in the Architect's schedule unless specifically authorized by Owner and memorialized by written change order to this Agreement. .

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization: Such written authorization to proceed shall not be construed as a change order or acquiescence to a request for change order unless the Owner expressly states in such written authorization that the notice constitutes a change order entitling the Architect to additional compensation.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Design services in regards to existing physical conditions that could not be reasonably known or discovered prior to construction; .

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than the Architect and as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires an extensive detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.3.1 The Architect shall compile the preliminary opinion of the Cost of Work based on all or a portion of the following: design progress, utilizing historical data, material quotations, discussions with trade professions, and

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experience with similar projects. Bids will not be solicited for the Architect's estimating purposes; therefore, competitive bidding or lack thereof may affect the actual costs. The Owner shall acknowledge the following assumptions and cautions relative to the Architect's evaluations of the Owner's budget and preliminary opinion of the Cost of Work:

1. The Opinion of the Cost of Work will assume a competitive sealed proposal process for the entire scope of Work, as defined by the plans and specifications. Competitive sealed proposal process is defined as receiving responsive proposals from a minimum of three (3) Contractor proposers.
2. If the number of proposals indicated in 6.3.1.1 above are not received by the Owner, the proposals may deviate from the Architect's evaluation of the Owner's budget or the preliminary opinion of the Cost of Work.

Due to unpredictable conditions in the construction and other industries causing unusual fluctuations, such as the influence of commodity trading markets, regional/global supply and demand, regional inflation, global geopolitical policy changes, or natural disasters/acts of God, such as hurricanes, flooding, etc.; costs and availability of products and labor may fluctuate causing the Architect's evaluation of the Owner's budget and preliminary opinion of the Cost of Work to differ from actual bids.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 120 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner in its sole discretion, may choose adjust the Project accordingly.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 As part of the total compensation which Owner has agreed to pay Architect for the professional services to be rendered under the Contract, Architect agrees that hard copies of all finished and unfinished "Instruments of Service" including but not limited to documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, preliminary reports, reports, bid packet/construction contract documents/ advertisement for bids incorporating any Owner standard provisions provided by Architect, all of which are produced by Architect and paid for by Owner are, and will remain, the property of the Owner. Architect will furnish Owner with electronic copies in .PDF format, to the extent they are available, of all of the foregoing to facilitate coordination; however, ownership of

the underlying work product shall remain the intellectual property of the Architect. Owner shall have the right to use such work products for Owner's purposes on this Project. However, such documents are not intended to be suitable for reuse by Owner or others. Any reuse without the express written consent of the Architect will be at the Owner's sole risk and without liability or legal exposure to the Architect. The above notwithstanding, Architect shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The parties acknowledge and agree that indemnification by the City is prohibited by the Texas Constitution Sec. III, Art. 51, and therefore any type of hold harmless provision obligating the City is likely unenforceable or enforceable only to the extent authorized by the Constitution and laws of the State of Texas.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraph deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be submitted to senior management for each party for attempted resolution and then be referred to non-binding mediation as a condition precedent to the institution of legal proceedings by either party.

§ 8.2.2 Mediation, shall be administered through a private mediator mutually selected by the parties. In the event the parties cannot agree on a mediator, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Litigation in a court of competent jurisdiction
(Paragraphs deleted)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, expenses only paid if directly attributable to fault of Owner.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7
(Paragraphs deleted)

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. The parties acknowledge and agree the Owner is subject to the Texas Public Information Act as set out in Texas Government Code Chapter 552.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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(Paragraph deleted)

- .1 Percentage Basis
(Insert percentage value)

Eleven (11) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6. with initial agreed upon fee of ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS. (\$198,000.00 USD)

(Paragraph deleted)

- .2 Other – Adjustments to project budget will be made throughout the project based upon the City’s most recently approved OPINION OF PROBABLE COST (OPC) as developed and approved at the conclusion of each Phase. Opinion of probable costs are required to be approved in writing by City at the end of each Phase. The fee for the next phase will be adjusted commensurate with the agreed upon lump sum fee of eleven Percent (11%) of the OPC of Cost of Work and proportionally allocated to the individual phase fee increment shown in the fee schedule in 11.5.
- .24 The total adjusted fees are not to exceed \$198,000.00 for the Construction Documentation Phase unless the Construction Budget is increased by City over \$2,000,000.00. At that time the Architect may request additional fees of eleven Percent (11%) of the new construction budget from City for the design and construction of approved amenities.

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

N/A

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus TEN percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Any additional services must be approved by Owner in writing and may require city council approval.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design	Twenty	percent (20	%)
Design Development	Twenty-Five	percent	(25%)	
Construction Documents	Thirty-Five	percent (35	%)
(Row deleted)				
Bidding & Construction Phase	Twenty	percent (20	%)
(Row deleted)				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit D – 2024 Hourly Rates

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 *(Paragraphs deleted)*
Registration fees and permitting fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .2 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants as a plus TEN percent (10 %) of the expenses incurred.

§ 11.9

(Paragraphs deleted)
Payments to the Architect

(Paragraphs deleted)

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable in accordance with Chapter 2251 of the Texas Government Code. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

A. GENERAL. TO THE FULLEST EXTENT PERMITTED BY LAW, IN ACCORDANCE WITH SEC 271.904 TEXAS LOCAL GOVERNMENT CODE, ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "INDEMNITEE" AND COLLECTIVELY AS THE

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"INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY INDEMNITEES WHICH ARE:

1. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL;
2. CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF ARCHITECT'S STANDARD OF CARE, BY THE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL;
3. CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL;
4. DUE TO THE FAILURE OF ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL TO PAY THEIR CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR
5. OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL.

B. REIMBURSEMENT OF GOVERNMENTAL AGENCY'S FEES IN DEFENSE OF CLAIMS. To the extent Owner incurs attorney's fees in defense of any claim asserted against the Owner which arises or results from the alleged acts or omissions of the Architect described in Section A above, Architect shall reimburse Owner its reasonable attorney's fees in proportion to the Architect's liability found after a final adjudication of liability.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Other documents:
(List other documents, if any, forming part of the Agreement.)

Proposed Basic Services Scope of Work and Fee Proposal for Design

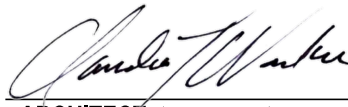
This Agreement entered into as of the day and year first written above.

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User Notes:

(960051282)



10/30/202

OWNER *(Signature)*

Chris Whittaker City Manager
(Printed name and title)

ARCHITECT *(Signature)*

Claudia T. Walker, RLA Dir. of Landscape
Architecture
(Printed name, title, and license number, if required)



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User Notes:

August 16, 2024

Megan Mainer
Parks & Recreation Director
City of Angleton
1601 N. Valderas Street
Angleton, TX 77515

Re: Abigail Arias Park Project; RFQ No. 2024-03 Proposed Basic Services Scope of Work and Fee Proposal for Design

Dear Ms. Mainer,

We are pleased to provide our proposed Scope of services for design and development of Abigail Arias Park as identified in the City's RFQ No. 2024-03. We appreciate the instructive meeting held last week at City Hall that further informed us of the objectives and importance of this project to the community.

Attached is our proposed Scope of Basic Services and Fee Proposal for your review. We have structured this proposal in response to the project requirements and the initial budget established at \$2,000,000 (inclusive of professional services fees). Our team is prepared to proceed expeditiously upon execution of either of the following:

1. AIA form contract as previously utilized in previous Professional Services Agreement for Freedom Park, or;
2. City of Angleton's standard Professional Services Agreement format.

Please advise of any revisions you see that improve upon the Scope of Work, Fee structure, or agreement style and wording. On behalf of all of us at Burditt, thank you again for the opportunity to collaborate with you on this important project for the community.

Very Sincerely,



Charles Burditt

CB/ek

cc: Claudia Walker, RLA, Director of Landscape Architecture Project Manager
Mark Goulas, AIA, RA, RID, Director of Design

Attachments: Exhibit "A" Project Understanding
Exhibit "B" Basic Services - Scope of Work
Exhibit "C" Fee Proposal
Exhibit "D" Burditt Consultants - Hourly Rate Sheet 2024
Exhibit "E" Terms and Conditions

Statement of Jurisdiction:

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding a registrant's professional practices. The Board may be contacted at:

TEXAS BOARD OF ARCHITECTURAL EXAMINERS
P. O. BOX 12337
AUSTIN, TEXAS 78711-2337

Conroe:
310 Longmire Road
Conroe, Texas 77304

Bryan:
105 N. Main, Ste. 123
Bryan, Texas 77803

www.burditt.com

Conroe 936.756.3041
Bryan 979.977.5846
Fax 936.539.3240

EXHIBIT "A" PROJECT UNDERSTANDING

The Abigail Arias Park Project is a unique and signature new park project for the City of Angleton that addresses elements of the following studies, programs, or surveys:

- Adopted 2019 Parks & Recreation Master and Strategic Plan's goals for services delivery to the south side of Angleton and gaps in the Level of Service (LOS) and programming.
- Responses to the 2021 Parks & Recreation Board's survey developed for community feedback regarding park development on the south side of town.
- Results of the 2022, 2023, and 2024 Angleton University's program designs and town hall meetings with community feedback.
- 2024 City published survey for public to provide additional feedback on desired park amenities, scale of amenities, and design elements.
- Meeting with City staff on July 23, 2024 to discuss the desired Scope of Work and general program elements.

The Consultant will incorporate as feasible take City approved program priorities along with basic Design Guideline Requirements to develop design and construction documentation for construction of park amenities consistent with the City's goals and financial constraints.

Based upon the selected program discussion with City staff, the Project Construction Budget (including allowances and contingencies) is initially agreed to be Two Million Dollars (\$2,000,000 USD) and may be adjusted as required and authorized by the City as the project is finalized.

This specific Scope of Services is related to schematic design, design development, construction documents and to provide construction administration/observation services.

The Project Manager/Landscape Architect will be responsible for the Design Team's compliance with schedule and budget, contract matters, client relationship, communication, project administration, and programming. The Project Manager will also ensure continuity between the individual project phases and their fit within the overall project concepts.

The Project Manager will be the technical and landscape architectural lead of the project and guide production teams and subconsultants through delivery of the project.

Burditt will perform its services consistent with the professional skill and care ordinarily provided by architects and landscape architects practicing in the same or similar locality under the same or similar circumstances. Burditt will perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

The City will provide availability of its Project Manager and staff as necessary to provide City's direction, review of responsibilities, and decision-making authority. Burditt will work closely with specific designees as directed to ensure a collaborative, timely, budget-efficient, and rewarding project.

Basic Services Fees include compensation for those design services inherent to any design project, regardless of type and are tailored to the project on a fixed-fee, lump-sum basis. Basic Services Fees are then invoiced as a percentage of the work completed for each Phase. Any subconsultants providing Basic Services utilized by Burditt are paid directly by Burditt.

The Basic Services Fees are a percentage of the City's budgeted Opinion of Probable Cost (OPC) and based on mutually agreed-upon construction budget estimates. Burditt acknowledges the City's budgeted Opinion of Probable Cost shall be adhered to as reasonably feasible for design constraints and budget discipline, and only modified at the direction of the City working in coordination with Burditt. City directed expansion of overall program resulting in budget increases beyond the City's initial budget may result in increased professional fees and may necessarily alter Basic Services Fees. Budget and fee adjustments will only occur with the expressed written authorization of the City's representative.

If Burditt’s Opinion of Probable Cost estimate exceeds the City’s budgeted Opinion of Probable Cost, Burditt and the City will cooperate to adjust the affected size, quality, or budget for the Opinion of Probable Cost.

The **Opinion of Probable Cost** for each relevant phase shall be the most recently City approved total Cost of Work to the City to construct all elements of the work designed or specified by the Landscape Architect and shall include contractors’ general conditions costs, overhead, and profit. The Cost of Work also includes the reasonable contingencies, value of labor, materials, and equipment, donated to, or otherwise furnished by, the City. The Opinion of Probable Cost does not include the compensation to Burditt; the costs of the land, rights-of-way, or financing for changes in the Work; or other costs that are the responsibility of the City.

Basic Services Fees are only subject to change should the Opinion of Probable Cost change for a given Phase. Some variations in budgeted construction costs are usual and customary.

Both parties recognize the initial information and Opinion of Probable Cost may change and agree that schedules and fees must necessarily change with any substantial or material changes to the Opinion of Probable Cost preceding the initiation of each phase. Conditions and timing for such adjustments are referenced in the Scope of Services and Fee Proposal.

The services included in the Basic Services Fee include:

- Landscape Architectural Design
- Architectural Design
- Structural Engineering Design
- MEP Engineering Design
- Civil Engineering Design
- Cost Estimating
- Park Facility Monument Signage and Wayfinding Design
- Urban Forest/Natural Resource Assessment

Any services not listed above in the Basic Services Fee would be considered Additional Services. **Additional Services Fees** include those third-party consultant service fees which are unique to the specific project(s) and are not included in the Basic Services Fee. They are used for those specialty areas of focus or expertise for which scope and cost are not immediately known and can fluctuate based on a variety of factors and decisions throughout the duration of the project.

When required, Additional Services will only be engaged by Burditt after discussion with City’s Representative as to the need for the services. When such services are requested by City or recommended by Burditt’s Project Manager, scope and cost proposals will be secured from the relevant consultants and provided to the City for approval prior to engagement. No such services will be engaged without the written approval of the County or its designee.

Additional Services Fees are invoiced to the City at actual cost plus ten percent markup fee (10%) to account for tort and performance risk, coordination costs, and administrative costs.

Some project costs are borne directly by the City for liability and cost control. These include:

- Survey (boundary and topographical)
- Geotechnical Analysis
- Environmental Assessment
- Building Commissioning
- TDLR Accessibility Fees
- Permitting Fees
- CPSI Inspection Fees

The Project Manager will coordinate the work of these consultants.

EXHIBIT "B"
SCOPE OF BASIC SERVICES

I. PRELIMINARY DESIGN PHASE:

Revisit Master Plan Study, Schematic Design, and Design Development of facilities, site structures, landscape, hardscape, and development of revised Opinion of Probable Cost (OPC). Meetings as listed are intended to be *virtual*.

A. SCHEMATIC DESIGN

1. Conduct initial Project Kickoff Meeting with City and Design Team. During this meeting, a recommended Project Schedule will be presented for consideration. Tasks will be addressed, and project goals and objectives reaffirmed.
2. During initial meetings with City, the Design Team will confirm previous design intentions and preliminary program needs, improvements, limits of work, and team member roles.
3. Review and affirm recommendations with City from the Abigail Arias Park program and latest City-approved target budget (Opinion of Probable Cost - OPC) from which to initiate the project. Conduct new discussion of design intentions and City's desired program.
4. Review the preliminary site assessment of the subject property, including, confirming preliminary site attributes, such as topography, floodplain data, accessibility, Traffic Impact Analysis (TIA provided by City or as a Supplemental Service), drainage features, existing landscape features/vegetation, tree canopy requirements, and suitability for intended use.
5. Initiate a preliminary review of relevant and current regulatory Zoning Ordinances and Code requirements adopted by Authorities Having Jurisdiction (AHJ).
6. Review previous conceptual plans and program to further develop Schematic Design plans and renderings.
7. Receive feedback on goals and vision from City staff and City recommended stakeholders, if any.
8. Develop schematic views of the proposed park.
9. Develop schematic designs of desired site improvements, including landscaping, architecture, hardscape, parking, and selected amenities.
10. Confirm sustainable development opportunities and associated natural systems to be considered as part of the Schematic Design.
11. Develop up to five (5) 3D rendered views of proposed park amenities and improvements for City marketing coordination goals.
12. Update OPC in association with more fully developed Schematic Design of facilities, site structures, landscapes, and other drainage improvements.
13. Meet with City staff for review and comment of Schematic Designs, rendered illustrations, and updated OPC.
14. Upon staff's direction, present selected concepts of Schematic Designs to City's elected officials, Parks Board, ABLC, City boards or committees, and selected stakeholders.
15. Revise Schematic designs as directed by staff.

16. Upon request, prepare and present revised Schematic Designs to additional City-selected audience(s).
17. Upon approval of Schematic Design and OPC by City, proceed with Design Development Phase.

B. DESIGN DEVELOPMENT

1. Proceed with Design Development services (Landscape Architecture, Architecture, Civil Engineering, Structural Engineering, MEP Engineering, and Irrigation) to further develop staff-approved Final Schematic Design to prepare Design Development Drawings.
2. Prepare Preliminary Landscape Architecture, Architecture, Civil Engineering, Structural Engineering, MEP Engineering Drawings and Irrigation Design Development Drawings.
3. Facilitate a pre-development meeting with the City of Angleton to confirm relevant development, zoning and code requirements, including fire lane access requirements, tree planting or preservation requirements, driveway access, etc.
4. Prepare Draft/Outline Specifications.
5. Meet with key City staff to review Design Development drawings and Outline Specifications at regular intervals.
6. Revise drawings, details, Outline Specifications, and updated OPC as applicable.
7. Present Final Design Development Drawings, Outline Specifications, and updated OPC.
8. Upon approval of Design Development Phase and OPC by City, proceed with Construction Document Phase.

II. FINAL DESIGN PHASE:

Final Design is comprised of *Construction Documents* (i.e. drawings, schedules, specifications), and Permit Review

A. CONSTRUCTION DOCUMENTS

1. Revise and update Design Development drawings from Landscape Architect, Architecture, Civil/Structural/MEP Engineers, Licensed Irrigation Designer, as required to prepare Construction Documents.
2. Review bidding requirements (front end documents) with staff/team.
3. Conduct initial assessment and preliminary accessibility review discussions with Burditt’s Architect and Registered Accessibility Specialist (RAS).
4. Review Construction Documents with the City at specific progress review milestones (30%, 60%, 90%, and 100%) as approved by appropriate City staff members with professional oversight.
5. Update OPC at each progress review.
6. Produce Final Sealed Landscape Architecture and Architecture Plans, Details, and Specifications.
7. Produce Final Sealed Engineering (Civil, Structural, MEP) Plans, Details and Specifications.
8. Produce Final Sealed Irrigation Plans, Details and Specifications.

9. Produce Final Tree Preservation Plans, Details, and Specifications (if any).
10. Submit for TDLR (TAS 2012) Review to Registered Accessibility Specialist (RAS). Registration Fee shall be reimbursed to Burditt by the City as the registrant.
11. Submit construction documents to Authorities Having Jurisdiction (AHJ) for Permit Review and address any review comments.

III. BIDDING AND CONSTRUCTION PHASE SERVICES:

Project Manual (i.e., bidding requirements), Bidding/Contract Award Management Support, and Construction Contract Administration services.

1. Prepare Project Manual (bidding requirements and specifications) and assist staff with Bidding, Requests for Information (RFI), and Addendums as needed.
2. Prepare electronic copies of the bid package (sealed drawings and project manual) for distribution to potential bidders.
3. Participate with City staff in pre-bid meeting to review project scope, instructions to bidders, bidding dates, and probable construction timelines/deadlines.
4. Respond to Requests for Information (RFI), questions from bidding contractors in the form of Addenda.
5. Assist with bid evaluation and provide contract award recommendations to staff.
6. Coordinate (or in coordination with City) and Attend the Project Pre-Construction Conference.
7. Attend scheduled construction progress meetings at regular intervals.
8. Attend weekly/biweekly web meetings during construction with City staff and contractor to review progress, schedules, and critical line items.
9. Provide Construction Observation reviews appropriate to the stage of construction to:
 - a) Become generally familiar and remain so with, and keep City staff generally informed about, the progress and quality of the portion of the construction completed.
 - b) Make reasonable efforts to identify and document non-conformance, defects, and deficiencies in the construction.
 - c) Determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with the plans and specifications.
 - d) Notify the City in writing of any observed substantial deviation from plans and specifications that may prevent facility from being occupied or utilized for its intended use.
10. Issue Observation Reports to Contractor and City staff following site visits.
11. Review Change Orders and provide recommendations to address changed or unforeseeable conditions that may arise during construction.
12. Issue Architect's Supplemental Instructions (ASI) to modify the contract documents as required due to

unforeseen conditions or demonstrably insufficient information to complete the Work.

13. Perform up to two (2) General Contractor Submittal Reviews for conformance of information provided with the design intent of the Contract Documents, including shop drawings, product submittals, test results, and other submittals from vendors and contractors. Review of submittals shall not be for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.
14. Perform Substantial Completion review of the project to prepare punch list items for completion.
15. Submit Substantial Completion Report to Contractor and City staff.
16. Review and certify construction progress Pay Applications as submitted by Contractor.
17. Communicate and direct contractor to prepare and deliver "As- Built" drawings, specifications, and other Close-out documents per General Requirements.
18. Review Contractor provided "As-Built" Record drawings and specifications and Close-out documents. Submit final Close-out documents to City and Contractor.
19. Coordinate Certified Playground Safety Inspector (CPSI) inspection of playground elements for obtaining a letter of compliance.
20. Coordinate Registered Accessibility Specialist (RAS) inspection for obtaining Certificate of Substantial Compliance (TAS 2012).
21. Conduct Final Completion Observation and Closeout; develop and deliver final report to City staff.
22. Walk through the project with Contractor and City staff to review relevant warranty issues within the contract scope to be corrected by the Contractor approximately 11 months after the date of Substantial Completion.

V. EXCLUSIONS TO BASIC SERVICES AND SUPPLEMENTAL SERVICES:

A. Requests for any of the following shall be considered Additional Services and compensation to CONSULTANT shall be made according to CONSULTANT'S published 2024 hourly rates (attached), fixed fees with prior approval by the CLIENT, OR AS Additional Sub-Consultant Service on a cost-plus ten percent basis (10%).

1. Cost Recovery Analysis
2. Life Cycle Cost Analysis
3. Geotechnical Analysis
4. Survey (boundary and topographic)
5. Archaeological Studies or Services
6. Ecological/Environmental or Hazardous Assessment
7. Hazard remediation for Asbestos, Brownfield Sites, site contamination, and other hazardous elements
8. Tree Survey
9. Historic Preservation
10. Fast-Track Design Services
11. Re-design of key elements of project after prior receipt of Owner Approval
12. Off-site utility infrastructure Engineering/Design
13. Construction Materials Testing
14. Design of off-site utility infrastructure improvements
15. Design of ancillary, offsite drainage impact mitigation

16. As-Built Plans
17. Measured Drawings of Existing Facilities
18. Existing Facilities Survey/3D Scanning
19. Traffic Impact Analysis (TIA)
20. LEED Design or Application/Audit
21. Commissioning
22. Fire Hydrant Flow Test for Fire Suppression and/or Plumbing Design
23. USACE 404 Permitting or other Wetland and Endangered Species Mitigation

C. Supplemental Services include certain project requirements necessary for the fulfillment of Basic Services, but which are treated separately from Basic Services or will be provided by the City. Such requirements would be determined collaboratively between the City and Burditt. Any of these services which the City determines should be addressed as Supplemental Services by Burditt will be followed by formal proposals from subconsultants to be approved by the City with costs reimbursed to Burditt plus applicable administrative markup fees. For this project, the potential additional project requirements are anticipated to include:

1. Surveying by a licensed surveyor (metes & bounds, easements, utilities, existing improvements, etc.)
2. Geotechnical engineering report
3. All permits and/or fees as required by Authorities Having Jurisdiction (AHJ)

Final Deliverables include printed copies as requested by City and electronic copies in portable document format (PDF).

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**EXHIBIT "C"
FEE PROPOSAL**

Based on the proposed Exhibit "B" Scope of Basic Services and general program as currently understood, we propose the following lump sum fees:

I. BASIC SERVICES FEE:

A. Methodology - Basic Services Fees are based upon an initial City-approved project budget (**inclusive of costs**) of:

TWO MILLION DOLLARS (\$2,000,000)

Professional Fees are **ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS (\$198,000)**, representing **Eleven Percent (11%)** of the total amount available for construction:

ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000).

Adjustments to the project budget will be made throughout the project based upon the City's most recently approved OPINION OF PROBABLE COST (OPC) as developed and approved at the conclusion of each Phase. Opinion of Probable Costs are required to be approved in writing by City at the end of each Phase. The fee for the next phase will be adjusted commensurate with the agreed upon lump sum fee of Eleven Percent (11%) of the OPC of Cost of Work and proportionally allocated to the individual phase fee increment shown in the fee schedule below.

B. Basic Services Fee Development -

Fixed Fee / Lump Sum amounts are billed according to the percentage of completion of each phase task as depicted in the Fee Schedule below. The following fee schedule is provided based upon the current program requirements.

1. Preliminary Design Services:	
i. Schematic Design (20% of Fee).....	\$39,600.00
ii. Design Development (25% of Fee).....	\$49,500.00
2. Final Design Services:	
i. Construction Documents (35% of Fee).....	\$ 69,300.00
3) Bidding and Construction Phase Services (20% of Fee).....	\$39,600.00
<hr/>	
Total Basic Fee Schedule (100% of Fee).....	\$198,000.00

II. ADDITIONAL SERVICES & SUPPLEMENTAL SERVICES FEES:

Any relevant Additional Services or Supplemental Services will be discussed with City and followed by a scope and cost proposal from the proposed subconsultant. This proposal will be submitted to the City for approval prior to engaging the subconsultant.

Supplemental Services Fees are invoiced to City at actual cost plus an administrative markup fee of 10% to account for tort and performance risk, coordination costs, and administrative costs. These costs will be invoiced to the City upon receipt of subconsultant invoices with copies of subconsultant invoices included for transparency.

III. EXPENSES:

All anticipated expenses are included in the Basic Services Fees. Therefore, no anticipated expenses are included within the fees for the current project scope. Additional sub-consultants or services that may be requested by the City in addition to those currently required for the project shall be provided as an Additional Service and shall be invoiced as described in Item II, Additional Services & Supplemental Services above.

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EXHIBIT "D"
2024 HOURLY RATES

HOURLY RATES APPLY ONLY TO ADDITIONAL SERVICES OR FOR REQUESTS MADE OUTSIDE OF BASIC SERVICES. Hourly Basis Rates for Professional Services not covered under Basic Services and requested by Owner shall be at the following rates:

DIVISION	CLASSIFICATION	RATE
DESIGN	Principal	\$225
	Program Manager	\$200
	Project Manager	\$175
	Project Architect	\$200
	Project Landscape Architect	\$200
	Licensed Irrigator	\$150
	Architect Associate	\$115
	Landscape Architect Associate	\$115
	CAD Design II	\$90
	CAD Design I	\$80
PLANNING	Senior Planner	\$160
	Planning Associate	\$150
	Geographic Information Systems (GIS) Planner	\$135
NATURAL RESOURCES	Natural Resource Planner/Forester	\$150
	Wetland Scientist	\$150
URBAN FORESTRY	Senior Urban Forester	\$160
ADMINISTRATION	Administrative Assistant II	\$70
	Administration Assistant I	\$55

Invoices are prepared monthly with payments due 30 days of receipt. Interest at the rate of 1 ½ % per month will be charged on all accounts not paid by the 30th day following the billing date. Reimbursable expenses and necessary sub-consultants not currently required by project and approved by Owner shall be invoiced at cost plus ten percent (10%).

EXHIBIT "E"
TERMS AND CONDITIONS

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at the Burditt established hourly rates OR an agreed upon Lump Sum amount. Additional assignments include, but are not limited to, any changes due to revisions in the original scope of work, base data relating to this matter, any additional meetings, or services and any such services requested by Client. Additional services will be provided, with prior written authorization from Client, and will be invoiced as additional services.

PAYMENT OF FEES

For the scope of services stated herein, Client agrees to pay Consultant the compensation stated in this agreement. Consultant agrees to submit invoices monthly for services rendered. Invoices shall be forwarded upon completion or, based upon the percentage of completion, or in the event projects is delayed beyond the control of Consultant, invoices will be forwarded based upon the percentage of completion. Invoices are due and payable within 30 days of receipt. Any invoice payment due past 30 days will be subject to interest at the rate of the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the maximum rate allowed by law.

REIMBURSABLE EXPENSES

There will be no expenses for Basic Services. Necessary expenses, such as copies (CAD plots), blue or blackline prints, xerox enlargements, shipping, etc., are already calculated into the Basic Services Fees; Additional sub-consultants beyond those currently required for Basic Service (none are currently anticipated) that are requested and authorized by Client shall be paid at cost plus ten percent (10%) after prior approval by City Staff.

FORCE MAJEURE

Circumstances or events may occur that are outside the control of either party. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

STANDARD OF CARE

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

INDEMNIFICATION

Client and Consultant each agree, to the fullest extent permitted by law, to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

RISK ALLOCATION

Burditt Consultants, LLC agrees to carry out and perform the services herein agreed to in a professional and competent manner. In recognition of the relative risks, rewards, and benefits of the project both to the Client and Burditt, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Burditt's total liability to the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of Burditt's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, Burditt's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of reuse by Client or by others acting through Client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consulting is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

OPINIONS OF COST

When included in Consultant's scope of service, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional general familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

TERMINATION OF CONTRACT

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client for cause. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

INSURANCE

Consultant shall maintain in force insurance in the following amounts
\$1,000,000 – General Liability
\$1,000,000 – Professional Liability
Commercial Automobile and Worker's Compensation in the amount required by state law.

TO BE PROVIDED BY CLIENT

Client shall provide the following information if needed:

1. Legal descriptions of property and available Plat(s)
2. Any available site plans, relevant documents impacting design, drainage maps, existing utilities or easements.
3. Existing Site Survey
4. Existing Geotech Reports



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/12/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to approve an agreement for a project of the Angleton Better Living Corporation and to authorize the City Manager to execute the agreement with Burditt Consultants, LLC for Freedom Park Active Area design, construction document development, bidding, and construction administration.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$900,000.00

FUNDS REQUESTED: \$99,000.00

FUND: 40-506-625.10

EXECUTIVE SUMMARY:

On June 17, 2024, the Angleton Better Living Corporation approved the proposal from Burditt Land | Place for professional services to provide a preliminary design, final design, bidding, and construction administration for the Freedom Park Active Recreation Area redevelopment project.

On June 18, 2024, staff sent the proposal for services to the Randall Law Office (RLO) for review and approval. Comments were received from RLO on June 30, 2024, and were forwarded to Burditt for review. Staff meet with Burditt to discuss revisions required on July 7, 2024, including executing an AIA. The Director reviewed Burditt's scope of work and AIA agreement and sent it to RLO for approval. RLO returned the scope of work and AIA agreement on September 23, 2024. The director reviewed and provided comments to RLO on October 4, 2024. The director sent a revised AIA to Burditt on October 15, 2024. Contract negotiations continued and were finalized on November 4, 2024.

RECOMMENDATION:

Staff recommends the City Council approve the agreement for a project of the Angleton Better Living Corporation and authorize the City Manager to execute the agreement with Burditt Consultants, LLC for Freedom Park Active Area design, construction document development, bidding, and construction administration.

RECOMMENDED MOTION:

I move we approve the agreement for a project of the Angleton Better Living Corporation and authorize the City Manager to execute the agreement with Burditt Consultants, LLC for Freedom Park Active Area design, construction document development, bidding, and construction administration.



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Angleton
121 S. Velasco, Angleton, TX 77515
Telephone: 979-849-4364
www.angleton.tx.us

and the Architect:
(Name, legal status, address and other information)

Burditt Consultants, LLC
310 Longmire Road, Conroe, TX 77304
Telephone: 936-756-3041
Fax: 936-539-3240

for the following Project:
(Name, location and detailed description)

Angleton - New 325' Baseball Field Project
Angleton Texas
Professional design services for development of a new 325' baseball field, dugouts and spectator seating.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(1299599981)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Preliminary program established per Freedom Park Master Plan dated August 26, 2021. Program is subject to change according to the approved Scope and Cost of the Work: 10/30/2024, and pursuant to the Terms of the Agreement provided herein.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to the Freedom Park Master Plan dated August 26, 2021

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

NINE HUNDRED THOUSAND DOLLARS (\$900,00.00 USD)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1

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(Paragraphs deleted)

Construction commencement date:

Approximately 6 months after the date of the Executed Agreement (Includes Schematic Design, Design Development, Construction Document, Permitting, Bidding/Procurement, and Contract Negotiation phase.

.2 Substantial Completion date or dates:

Approximately 160 days after the Notice to Proceed, established upon execution of Agreement between Owner and the Awarded Contractor.

.3 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Sealed Proposal method in accordance with Texas Government Code Chapter 2269 and other applicable chapters and provisions.

§ 1.1.6 The Owner identifies the following representative in accordance with Section 5.3 and in accordance with the City of Angleton procurement ordinance and policies.:
(List name, address, and other contact information.)

Chris Whittaker
City Manager
City of Angleton
121 S. Velasco, Angleton, TX 77515
Telephone: 979-849-4364
Email: cwhittaker@angleton.tx.us

(Paragraph deleted)

§ 1.1.7 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.8 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer: To be determined after execution of the Agreement.

.2 Civil Engineer: To be determined after execution of the Agreement

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- .3** Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.9 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Claudia T. Walker, RLA
310 Longmire Rd.
Conroe, Texas 77304
cwalker@burditt.com

(Paragraphs deleted)936-756-3041

§ 1.1.10 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.10.1 Consultants retained under Basic Services:

- .1** Structural Engineer: To be determined after execution of the agreement.

- .2** Civil Engineer: To be determined after execution of the agreement.

§ 1.1.10.2 Consultants retained under Supplemental Services:

To be determined after execution of the agreement.

§ 1.1.11 Other Initial Information on which the Agreement is based:

N/A

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

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(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by competent architects practicing in the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4 The Architect shall maintain the following insurance until termination of this Agreement.

(Paragraphs deleted)

§ 2.4.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.4.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.4.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.4.4 Workers' Compensation at statutory limits.

§ 2.4.5 Employers' Liability with policy limits not less than One Hundred Thousand Dollars (\$ 100,000.00) each accident, One Hundred Thousand Dollars (\$ 100,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

§ 2.4.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate. Professional liability shall be maintained for not less than four (4) years following, Substantial Completion of the Project as defined in the AIA Document A201, Contract between Owner and the Contractor. Insurance of the following types and with indemnification limits not less than the amounts indicated are required.

§ 2.4.7 **Additional Insured Obligations.** To the fullest extent permitted by law, as set out in Texas Local Government Code Sec. 271.904, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.4.8

1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative may contact the State Board of Insurance to confirm that the issuing company(ies) are admitted and authorized to

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- issue such policies in the State of Texas.
2. The policy so issued in the name of Architect shall also name the Owner as additional insured, except for professional liability insurance and worker's compensation insurance.
 3. **To the extent an Architect contracts with sub-consultants to perform any scope of Architect's services required by this Agreement, Architect shall ensure sub-consultants maintain the minimum level of insurance as required by Architect under this Agreement.** Architect's naming of a sub-consultant as an additional insured on any policy held by the Architect shall not relieve Architect or its sub-consultants of this obligation to provide separate coverage.
 4. Architect shall have its insurance carrier(s) furnish to Owner insurance endorsements and exclusions as well as Certificates of Insurance in forms satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.
 5. Insurance provided pursuant to this Section shall be considered a part of the Architect's Basic Services and shall not be Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.
 6. Architect's General Liability, Automobile Liability, and Worker's Compensation Insurance policies shall be endorsed to provide a waiver of subrogation in favor to the Owner.

§ 2.4.9 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.4.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall assist in the selection of a Contractor and shall consult with the Contractor to maintain the Project budget, increase value to the Owner, and ensure constructability. The Architect shall provide draft design documents for estimating and pricing at the 30%, 60% and 90% completion for review by the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The provision of the foregoing information does not relieve the Architect of its obligations nor does not absolve or lessen the Architect's obligations to perform its Work in accordance with the standard of care defined in this Agreement. The Architect shall not incorporate the information into the design elements or scope based solely on representations by the Owner or its agents. The Architect shall independently verify the information provided by or for the Owner and shall evaluate said information before incorporating it into the design or utilizing it for design decisions.

The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall submit plans for the Project to the Texas Department of Licensing and Regulation (TDLR) for handicap accessibility review. The Owner acknowledges that the Construction Documents are not completed until TDLR has approved them and any comments they require are incorporated in them even though construction may have begun or even been completed before comments are received. The Architect will forward the TDLR final inspection report to the Contractor for corrective work listed in the report to be completed.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. Architect will perform a detailed code and zoning review for the Project and consult with the Owner on any changes that impact the design.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. The Architect shall prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during the Schematic Design Phase.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Architect shall coordinate the consultants' Schematic Design Services.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. The Architect shall submit to Owner an updated Project Schedule for the Project.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.8 The Architect shall collaborate with the Owner to make adjustments to the scope of Work (Project requirements), Schematic Design cost opinion, and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project in effect at the time of document preparation or reasonably foreseeable.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.5.1 The Architect shall attend meetings with Owner and Owner's staff to review the Construction Documents, the Construction Documents opinion of the Cost of Work, and status of the Project Schedule. The Architect shall prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during the Construction Documents Phase.

§ 3.4.6 The Architect shall collaborate with the Owner to make adjustments to the scope of Work (Project requirements), Construction Documents Phase opinion of the Cost of Work, and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or

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negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of digital versions (PDF) of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- .5 review substitution requests from bidder up until 7 days prior to the bid due date, issue addenda documenting any approved substitution requests 3 days prior to bid due date;
- .6 assisting Owner in bid evaluations, as necessary or as requested by Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of digital versions of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 review substitution requests from bidder up until 7 days prior to the bid due date, issue addenda documenting any approved substitution requests 3 days prior to bid due date; and
- .5 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Owner and Architect shall review and revise General Conditions of the Contract prior to execution by Contractor.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Failure to notify the Owner of observed defects and deficiencies constitutes a breach of this Agreement and shall be a deviation from the Architect's agreed standard of professional care. While on site, the Architect will attend OAC Meetings with the Owner and Contractor to review the Project status, previous set of construction meeting notes, submittal logs, ASI logs, RFI logs, sustainability documentation (if applicable), and construction schedule status along with coordination issues that need resolution by the Owner, Architect and Contractor.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be subject to the Owner's approval. The Architect will review substitution requests from the Contractor only for materials and products which become unavailable during the Construction Phase due to circumstances beyond the Contractor's control or on request by the Owner for the purposes of reducing the Project budget.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within 10 days excluding delivery time to and from the Contractor. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days. If the Contractor makes large, bulk submittals at one-time, additional time may be allocated to the Architect and his consultants to review them. The initial date for submittal review by Architect shall not commence until the submittal has been provided to the Architect in its entirety, the specific product being submitted is marked as such in the product literature, and the submittal has been reviewed and stamped by the Contractor. The date for initiation of submittals received after 3 pm shall be dated the following day.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect shall prepare Architect's Supplemental Instructions (ASIs) when deemed necessary by the Architect and issue them to Contractor.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Included in Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil Engineering	Included in Basic Services
§ 4.1.1.9 Landscape Architectural Design	Included in Basic Services
§ 4.1.1.10 Structural Engineering Design	Included in Basic Services

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 MEP Engineering Design	Not Provided
§ 4.1.1.14 Detailed cost estimating beyond that required in Section 6.3	Not Required
§ 4.1.1.15 On-site project representation	Not Provided
§ 4.1.1.16 Conformed documents for construction	Included in Basic Services
§ 4.1.1.17 As-designed record drawings	Included in Basic Services
§ 4.1.1.18 As-constructed record drawings	Not Provided
§ 4.1.1.19 Post-occupancy evaluation	Not Provided
§ 4.1.1.20 Facility support services	Not Provided
§ 4.1.1.21 Tenant-related services	Not Provided
§ 4.1.1.22 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.23 Telecommunications/data design	Not Provided
§ 4.1.1.24 Security evaluation and planning	Not Provided
§ 4.1.1.25 Commissioning	Not Provided
§ 4.1.1.26 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.27 Fast-track design services	Not Provided
§ 4.1.1.28 Multiple bid packages	Not Provided
§ 4.1.1.29 Historic preservation	Not Provided
§ 4.1.1.30 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.31 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.32 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

1. Existing facilities surveys - Services may include the following Scope:
 - a. Onsite point-cloud scanning and standard laser measuring of existing facilities within the Scope of the Contract Documents.
 - b. Complete facility survey package provided to Owner and Architect, including or AutoCAD files for developing and coordinating with the Contract Documents.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3. The provision of Additional Services in excess of those referenced in this Section 4, et. al. shall not entitle the Architect to additional compensation or an adjustment in the Architect's schedule unless specifically authorized by Owner and memorialized by written change order to this Agreement. .

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization: Such written authorization to proceed shall not be construed as a change order or acquiescence to a request for change order unless the Owner expressly states in such written authorization that the notice constitutes a change order entitling the Architect to additional compensation.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Design services in regards to existing physical conditions that could not be reasonably known or discovered prior to construction; .

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Eight (8) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Sixteen (16) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

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Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires an extensive detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.3.1 The Architect shall compile the preliminary opinion of the Cost of Work based on all or a portion of the following: design progress, utilizing historical data, material quotations, discussions with trade professions, and

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experience with similar projects. Bids will not be solicited for the Architect's estimating purposes; therefore, competitive bidding or lack thereof may affect the actual costs. The Owner shall acknowledge the following assumptions and cautions relative to the Architect's evaluations of the Owner's budget and preliminary opinion of the Cost of Work:

1. The Opinion of the Cost of Work will assume a competitive sealed proposal process for the entire scope of Work, as defined by the plans and specifications. Competitive sealed proposal process is defined as receiving responsive proposals from a minimum of three (3) Contractor proposers.
2. If the number of proposals indicated in 6.3.1.1 above are not received by the Owner, the proposals may deviate from the Architect's evaluation of the Owner's budget or the preliminary opinion of the Cost of Work.

Due to unpredictable conditions in the construction and other industries causing unusual fluctuations, such as the influence of commodity trading markets, regional/global supply and demand, regional inflation, global geopolitical policy changes, or natural disasters/acts of God, such as hurricanes, flooding, etc.; costs and availability of products and labor may fluctuate causing the Architect's evaluation of the Owner's budget and preliminary opinion of the Cost of Work to differ from actual bids.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner in its sole discretion, may choose adjust the Project accordingly.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 As part of the total compensation which Owner has agreed to pay Architect for the professional services to be rendered under the Contract, Architect agrees that hard copies of all finished and unfinished "Instruments of Service" including but not limited to documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, preliminary reports, reports, bid packet/construction contract documents/ advertisement for bids incorporating any Owner standard provisions provided by Architect, all of which are produced by Architect and paid for by Owner are, and will remain, the property of the Owner. Architect will furnish Owner with electronic copies in .PDF format, to the extent they are available, of all of the foregoing to facilitate coordination; however, ownership of

the underlying work product shall remain the intellectual property of the Architect. Owner shall have the right to use such work products for Owner's purposes on this Project. However, such documents are not intended to be suitable for reuse by Owner or others. Any reuse without the express written consent of the Architect will be at the Owner's sole risk and without liability or legal exposure to the Architect. The above notwithstanding, Architect shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. The parties acknowledge and agree that indemnification by the City is prohibited by the Texas Constitution Sec. III, Art. 51, and therefore any type of hold harmless provision obligating the City is likely unenforceable or enforceable only to the extent authorized by the Constitution and laws of the State of Texas.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraph deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be submitted to senior management for each party for attempted resolution and then be referred to non-binding mediation as a condition precedent to the institution of legal proceedings by either party.

§ 8.2.2 Mediation, shall be administered through a private mediator mutually selected by the parties. In the event the parties cannot agree on a mediator, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Litigation in a court of competent jurisdiction
(Paragraphs deleted)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, expenses only paid if directly attributable to fault of Owner.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. The parties acknowledge and agree the Owner is subject to the Texas Public Information Act as set out in Texas Government Code Chapter 552.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

.1 Percentage Basis
(Insert percentage value)

Eleven (11) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraphs deleted)

with initial agreed upon fee of NINETY-NINE THOUSAND DOLLARS. (\$99,000.00 USD)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: Any additional services must be approved by Owner in writing and may require city council approval.

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus TEN percent (10%).

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Conceptual Design	Forty	percent (40	%)
Construction Documents	Forty	percent (40	%)
Bidding & Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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(Table deleted)

(Paragraphs deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1

(Paragraphs deleted)

Permitting and other fees required by authorities having jurisdiction over the Project;

.2 Registration fees and any permitting fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.3 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants as a lump sum not to exceed \$2,000.00. for ALL expenses incurred. If the amount of reimbursable expenses is in excess of \$2,000.00 the parties shall determine and discuss and any amount greater than \$2,000.00 must be reflected by a written agreement or amendment to this agreement.

§ 11.9

(Paragraphs deleted)

Payments to the Architect

(Paragraphs deleted)

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable in accordance with Chapter 2251 of the Texas Government Code. Amounts unpaid **THIRTY (30)** days after the invoice date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

A. GENERAL. TO THE FULLEST EXTENT PERMITTED BY LAW IN ACCORDANCE WITH SECTION 271.904 TEXAS LOCAL GOVERNMENT CODE, ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY INDEMNITEES WHICH ARE:

1. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY ARCHITECT, ITS AGENT,

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ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL;

2. CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF ARCHITECT’S STANDARD OF CARE, BY THE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL;

3. CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL;

4. DUE TO THE FAILURE OF ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL TO PAY THEIR CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR

5. OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL.

B. REIMBURSEMENT OF GOVERNMENTAL AGENCY’S FEES IN DEFENSE OF CLAIMS. To the extent Owner incurs attorney’s fees in defense of any claim asserted against the Owner which arises or results from the alleged acts or omissions of the Architect described in Section A above, Architect shall reimburse Owner its reasonable attorney’s fees in proportion to the Architect’s liability found after a final adjudication of liability.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

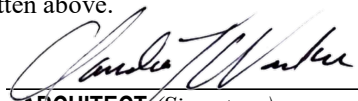
- .2 Other documents:
(List other documents, if any, forming part of the Agreement.)

Proposed Basic Services Scope of Work and Fee Proposal with Exhibits A through F

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Chris Whittaker City Manager
(Printed name and title)

 11/05/2024

ARCHITECT *(Signature)*

Claudia T. Walker RLA Director of Landscape Architecture

(Printed name, title, and license number, if required)

October 30, 2024

Megan Mainer
Parks & Recreation Director
City of Angleton
1601 N. Valderas Street
Angleton, TX 77515

Re: Freedom Park New 325' Baseball Field Project; Proposed Basic Services Scope of Work and Fee Proposal for Design

Dear Ms. Mainer,

Thank you for your request to provide a scope of services proposal for the above-mentioned project. It is our pleasure to provide scope of services for the design and development of a new 325' baseball field.

Attached is our proposed Scope of Basic Services and Fee Proposal for your review. We have structured this proposal in response to the budgeted \$900,000 for the construction of a 325' baseball field, dugouts, and spectator seating.

Our team is prepared to proceed upon execution of this proposal for services or a mutually approved Professional Services Agreement. Please advise of any revisions you see that improve upon the Scope of Work, Fee structure, or agreement document style and wording. Thank you again for the entrusting us in providing these services. We look forward to hearing from you.

Very Sincerely,



Claudia T. Walker

CB/ek

cc: Charles Burditt, President

- Attachments:
- Exhibit "A" Project Understanding
 - Exhibit "B" Basic Services - Scope of Work
 - Exhibit "C" Fee Proposal
 - Exhibit "D" Burditt Consultants - Hourly Rate Sheet 2024
 - Exhibit "E" Terms and Conditions
 - Exhibit "F" Opinion of Probable Costs

Statement of Jurisdiction:

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding a registrant's professional practices. The Board may be contacted at:

TEXAS BOARD OF ARCHITECTURAL EXAMINERS
P. O. BOX 12337
AUSTIN, TEXAS 78711-2337

Conroe:
310 Longmire Road
Conroe, Texas 77304

Bryan:
105 N. Main, Ste. 123
Bryan, Texas 77803

www.burditt.com

Conroe 936.756.3041
Bryan 979.977.5846
Fax 936.539.3240

**“EXHIBIT A”
PROJECT UNDERSTANDING**

Services provided will proceed according to the tasks outlined below and as identified in a Burditt work plan to be developed upon commencement of the project.

The Project Construction Budget (including allowances and contingencies) is initially agreed to be \$900,000.

The overall Project requirements and associated services are a detailed and iterative process; therefore, the following is not intended to be exhaustive. Rather, it serves to establish a basis of agreement on certain project parameters and an understanding of significant elements to be included in the Project Scope of Work.

Following are certain facts, understanding of City expectations, and initial *Project Requirements* as we understand them:

- New 325’ Baseball Field
- Dugouts
- Covered Seating
- Landscaping and irrigation
- Accessible Route Improvements

Basic Services includes the following technical and design disciplines and are included in the Basic Services Fee as depicted in the Fee section of this proposal:

- Landscape Architectural Design
- Architecture Design
- Civil Engineering Design
- Structural Engineering Design

Any services falling outside of those listed above or changes to the Scope of Services will be treated as Additional or Supplemental Services.

Additional Services include, but are not limited to, any changes due to revisions in the base data relating to this matter, additional design changes following approval by the City, and any other services requested by the City or previously not contemplated in the services defined under Basic Services. Additional services will be undertaken only with prior written authorization from City.

Substantive changes or increases to the Project Scope and Program beyond those identified in Project Understanding and Scope of Basic Services may be considered Additional Services and require mutually agreed upon fee adjustments.

Additional Services Fees are invoiced to the City at actual cost plus ten percent markup fee (10%) to account for tort and performance risk, coordination costs, and administrative costs.

Some project costs are borne directly by the City for liability and cost control. These include:

- Survey (boundary and topographical)
- Geotechnical Analysis
- Environmental Assessment
- Building Commissioning
- TDLR Accessibility Fees
- Permitting Fees

The Project Manager will coordinate the work of these consultants.

**EXHIBIT “B”
SCOPE OF BASIC SERVICES**

I. PRELIMINARY DESIGN PHASE:

Revisit Master Plan Study of facilities, site structures, landscape, hardscape, and development of revised Opinion of Probable Cost (OPC).

A. CONCEPTUAL DESIGN – 30%

1. Conduct initial Project Kickoff Meeting with City and Design Team. During this meeting, a recommended Project Schedule will be presented for consideration. Tasks will be addressed, and project goals and objectives reaffirmed.
2. During initial meetings with City, the Design Team will confirm previous design intentions and preliminary program needs, improvements, limits of work, and team member roles.
3. Review and affirm recommendations with City from the Freedom Park Master Plan and latest City-approved target budget (Opinion of Probable Cost - OPC) from which to initiate the project. Conduct new discussion of design intentions and City’s desired program.
4. Initiate a preliminary review of relevant and current regulatory Zoning Ordinances and Code requirements adopted by Authorities Having Jurisdiction (AHJ).
5. Develop two design alternatives of the proposed amenities and corresponding OPC.
6. Meet with City staff for review alternatives and OPC’s, with budgeting options to keep within budget requirements.
7. Upon staff’s direction, present selected rendered illustrations of Schematic Designs to City’s elected officials, Parks Board, ABLC, City boards or committees, and selected stakeholders.
8. Develop final Conceptual design layout and OPC in correspondence to meeting comments and staff direction.
9. Upon approval of Conceptual Design and OPC by City, proceed with Final Design Phase.

II. FINAL DESIGN PHASE:

Final Design is comprised of *Construction Documents* (i.e. drawings, schedules, specifications), and Permit Review

A. CONSTRUCTION DOCUMENTS

1. Proceed with Final Design services (Civil/Structural Engineers, Architecture, and Landscape Architecture) as required to prepare Construction Documents.
2. Review bidding requirements (front end documents) with staff/team.
3. Conduct initial assessment and preliminary accessibility review discussions with Burditt’s Architect and Registered Accessibility Specialist (RAS).
4. Review Construction Documents with the City at specific progress review milestones (60%, 90%, and 100%) as approved by appropriate City staff members with professional oversight.
5. Update OPC at each progress review.

6. Produce Final Sealed Engineering (Civil, Structural) Plans, Details and Specifications.
7. Produce Final Sealed Architecture Plan, Details and Specifications.
8. Produce Final Sealed Landscape Architecture Plans, Details and Specifications.
9. Submit for TDLR (TAS 2012) Review to Registered Accessibility Specialist (RAS). Registration Fee shall be reimbursed to Burditt by the City as the registrant.
10. Submit construction documents to Authorities Having Jurisdiction (AHJ) for Permit Review and address any review comments.

B. BIDDING AND CONSTRUCTION PHASE SERVICES:

Project Manual (i.e., bidding requirements), Bidding/Contract Award Management Support, and Construction Contract Administration services.

1. Prepare Project Manual (bidding requirements and specifications) and assist staff with Bidding, Requests for Information (RFI), and Addendums as needed.
2. Prepare electronic copies of the bid package (sealed drawings and project manual) for distribution to potential bidders.
3. Participate with City staff in pre-bid meeting to review project scope, instructions to bidders, bidding dates, and probable construction timelines/deadlines.
4. Respond to Requests for Information (RFI), questions from bidding contractors in the form of Addenda.
5. Assist with bid evaluation and provide contract award recommendations to staff.
6. Coordinate (or in coordination with City) and Attend the Project Pre-Construction Conference.
7. Attend scheduled construction progress meetings at regular intervals.
8. Provide Construction Observation reviews appropriate to the stage of construction to:
 - a) Become generally familiar and remain so with, and keep City staff generally informed about, the progress and quality of the portion of the construction completed.
 - b) Make reasonable efforts to identify and document defects and deficiencies in the construction.
 - c) Determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with the plans and specifications.
 - d) Notify the City in writing of any observed substantial deviation from plans and specifications that may prevent facility from being occupied or utilized for its intended use.
9. Issue Observation Reports to Contractor and City staff following site visits.
10. Review Change Orders and provide recommendations to address changed or unforeseeable conditions that may arise during construction.
11. Issue Architect's Supplemental Instructions (ASI) to modify the contract documents as required due to unforeseen conditions or demonstrably insufficient information to complete the Work.

12. Perform up to two (2) General Contractor Submittal Reviews for conformance of information provided with the design intent of the Contract Documents, including shop drawings, product submittals, test results, and other submittals from vendors and contractors. Review of submittals shall not be for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility.
13. Perform Substantial Completion review of the project to prepare punch list items for completion.
14. Submit Substantial Completion Report to Contractor and City staff.
15. Review and certify construction progress Pay Applications as submitted by Contractor.
16. Communicate and direct contractor to prepare and deliver “As- Built” drawings, specifications, and other Close-out documents per General Requirements.
17. Review Contractor provided "As-Built" Record drawings and specifications and Close-out documents. Submit final Close-out documents to City and Contractor.
18. Coordinate Registered Accessibility Specialist (RAS) inspection for obtaining Certificate of Substantial Compliance (TAS 2012).
19. Conduct Final Completion Observation and Closeout; develop and deliver final report to City staff.
20. Walk through the project with Contractor and City staff to review relevant warranty issues within the contract scope to be corrected by the Contractor approximately 11 months after the date of Substantial Completion.

V. EXCLUSIONS TO BASIC SERVICES AND SUPPLEMENTAL SERVICES:

A. Requests for any of the following shall be considered Additional Services and compensation to CONSULTANT shall be made according to CONSULTANT’S published 2024 hourly rates (attached), fixed fees with prior approval by the CLIENT, OR AS Additional Sub-Consultant Service on a cost-plus ten percent basis (10%).

1. Cost Recovery Analysis
2. Life Cycle Cost Analysis
3. Geotechnical Analysis
4. Survey (boundary and topographic)
5. Archaeological Studies or Services
6. Ecological/Environmental or Hazardous Assessment
7. Hazard remediation for Asbestos, Brownfield Sites, site contamination, and other hazardous elements
8. Tree Survey
9. Historic Preservation
10. Fast-Track Design Services
11. Re-design of key elements of project after prior receipt of Owner Approval
12. Off-site utility infrastructure Engineering/Design
13. Construction Materials Testing
14. Design of off-site utility infrastructure improvements
15. Design of ancillary, offsite drainage impact mitigation
16. As-Built Plans
17. Measured Drawings of Existing Facilities
18. Existing Facilities Survey/3D Scanning

19. Traffic Impact Analysis (TIA)
20. LEED Design or Application/Audit
21. Commissioning
- 22. Fire Hydrant Flow Test for Fire Suppression and/or Plumbing Design**
- 23. USACE 404 Permitting or other Wetland and Endangered Species Mitigation**

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**EXHIBIT "C"
 FEE PROPOSAL**

Based on the proposed Exhibit "A" Scope of Basic Services and general program as currently understood, we propose the following lump sum fees:

I. BASIC SERVICES FEE:

A. Methodology - Basic Services Fees are based upon a total lump sum fee of ELEVEN PERCENT (11%) of the budget of **Nine Hundred Thousand Dollars (\$ 900,000 USD)**.

Adjustments to the project budget will be made throughout the project based upon the City’s most recently approved OPINION OF PROBABLE COST (OPC) as developed and approved at the conclusion of each Phase. Opinions of Probable Cost are required to be approved in writing by the City at the end of each Phase.

Fees for the subsequent phases will be adjusted commensurate with the agreed upon lump sum fee of Eleven Percent (11%) of the most recently approved OPC of Cost of Work and proportionally allocated to the individual phase fee increment shown in the fee schedule below.

B. Basic Services Fee Development -

Fixed Fee / Lump Sum amounts are billed according to the percentage of completion of each phase task as depicted in the Fee Schedule below. The following fee schedule is provided based upon the current program requirements and budget.

1. Preliminary Design Services:	
i. Conceptual Design (40% of Fee).....	\$39,600.00
2. Final Design Services:	
i. Construction Documents (40% of Fee).....	\$39,600.00
ii. Bidding and Construction Phase Services (20% of Fee).....	\$19,800.00
<hr/>	
Total Basic Fee Schedule (100% of Fee).....	\$99,000.00

II. SUPPLEMENTAL SERVICES:

Any relevant Supplemental Services will be discussed with City and followed by a scope and cost proposal from the proposed subconsultant. This proposal will be submitted to the City for approval prior to engaging the subconsultant.

Supplemental Services Fees are invoiced to City at actual cost plus an administrative markup fee of 10% to account for tort and performance risk, coordination costs, and administrative costs. These costs will be invoiced to the City upon receipt of subconsultant invoices with copies of subconsultant invoices included for transparency.

The Supplemental Services and associated maximum budget required for this project are:

1. Surveying by a licensed surveyor (topography, metes & bounds, easements, utilities, existing improvements, etc.)
 - a. Budgeted amount - \$22,000.00

III. ADDITIONAL SERVICES:

No Additional Services are anticipated for this project.

IV. EXPENSES:

All anticipated expenses are included in the Basic Services Fees. Therefore, no anticipated expenses are included within the fees for the current project scope. Additional sub-consultants or services that may be requested by the City in addition to those currently required for the project shall be provided as an Additional Service and shall be invoiced as described in Item II, Additional Services & Supplemental Services above.

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EXHIBIT "D"
BURDITT CONSULTANTS, LLC
2024 HOURLY RATES

DIVISION	CLASSIFICATION	RATE
DESIGN	Principal	\$225
	Program Manager	\$200
	Project Manager	\$175
	Project Architect	\$200
	Project Landscape Architect	\$200
	Licensed Irrigator	\$150
	Architect Associate	\$115
	Landscape Architect Associate	\$115
	CAD Design II	\$90
	CAD Design I	\$80
PLANNING	Senior Planner	\$160
	Planning Associate	\$150
	Geographic Information Systems (GIS) Planner	\$135
NATURAL RESOURCES	Natural Resource Planner/Forester	\$150
	Wetland Scientist	\$150
URBAN FORESTRY	Senior Urban Forester	\$160
ADMINISTRATION	Administrative Assistant II	\$70
	Administration Assistant I	\$55

Invoices are prepared monthly with payments due 30 days of receipt. Interest at the rate of 1 ½ % per month will be charged on all accounts not paid by the 30th day following the billing date. Reimbursable expenses and necessary sub-consultants not currently required by project and approved by Owner shall be invoiced at cost plus ten percent (10%).

EXHIBIT "E"
TERMS AND CONDITIONS

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at the Burditt established hourly rates OR an agreed upon Lump Sum amount. Additional assignments include, but are not limited to, any changes due to revisions in the original scope of work, base data relating to this matter, any additional meetings, or services and any such services requested by Client. Additional services will be provided, with prior written authorization from Client, and will be invoiced as additional services.

PAYMENT OF FEES

For the scope of services stated herein, Client agrees to pay Consultant the compensation stated in this agreement. Consultant agrees to submit invoices monthly for services rendered. Invoices shall be forwarded upon completion or, based upon the percentage of completion, or in the event projects is delayed beyond the control of Consultant, invoices will be forwarded based upon the percentage of completion. Invoices are due and payable within 30 days of receipt. Any invoice payment due past 30 days will be subject to interest at the rate of the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the maximum rate allowed by law.

REIMBURSABLE EXPENSES

There will be no expenses for Basic Services. Necessary expenses, such as copies (CAD plots), blue or blackline prints, xerox enlargements, shipping, etc., are already calculated into the Basic Services Fees; Additional sub-consultants beyond those currently required for Basic Service (none are currently anticipated) that are requested and authorized by Client shall be paid at cost plus ten percent (10%) after prior approval by City Staff.

FORCE MAJEURE

Circumstances or events may occur that are outside the control of either party. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

STANDARD OF CARE

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

INDEMNIFICATION

Client and Consultant each agree, to the fullest extent permitted by law, to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

RISK ALLOCATION

Burditt Consultants, LLC agrees to carry out and perform the services herein agreed to in a professional and competent manner. In recognition of the relative risks, rewards, and benefits of the project both to the Client and Burditt, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Burditt's total liability to the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of Burditt's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, Burditt's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of reuse by Client or by others acting through Client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consulting is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

OPINIONS OF COST

When included in Consultant's scope of service, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional general familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

TERMINATION OF CONTRACT

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client for cause. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

INSURANCE

Consultant shall maintain in force insurance in the following amounts
 \$1,000,000 – General Liability
 \$1,000,000 – Professional Liability
 Commercial Automobile and Worker's Compensation in the amount required by state law.

TO BE PROVIDED BY CLIENT

Client shall provide the following information if needed:

1. Legal descriptions of property and available Plat(s)
2. Any available site plans, relevant documents impacting design, drainage maps, existing utilities or easements.
3. Existing Site Survey
4. Existing Geotech Reports

EXHIBIT "F"
OPINION OF PROBABLE COSTS

OPINION OF PROBABLE COSTS (SCHEMATIC DESIGN)
ACTIVE RECREATION - BASEBALL FIELD - no lighting

4/18/2024

#	Item / Description	Qty	Unit	Unit Rate	Range		
					-10% Low	Subtotal	+10% High
1	General Requirements				\$ 49,005	\$ 54,450	\$ 59,895
1.1	Mobilization, Demobilization & Maintenance	1	allow	\$ 18,000	\$ 17,820	\$ 19,800	\$ 21,780
1.2	Bonds & Insurance	1	allow	\$ 27,000	\$ 26,730	\$ 29,700	\$ 32,670
1.3	Traffic Control, Surveying, Safety Plan	1	allow	\$ 4,500	\$ 4,455	\$ 4,950	\$ 5,445
2	Demolition/Preservation				\$ 4,455	\$ 4,950	\$ 5,445
2.1	Demolition, Clearing & Tree Removal	1	allow	\$ 4,500	\$ 4,455	\$ 4,950	\$ 5,445
3	Grading Drainage & Utilities				\$ 4,455	\$ 4,950	\$ 5,445
3.1	Mass Grading, Site Work & Erosion Control	1	allow	\$ 4,500	\$ 4,455	\$ 4,950	\$ 5,445
4	Architecture				\$ 252,747	\$ 280,830	\$ 308,913
4.1	Covered Dugout	2	ea	\$ 59,500	\$ 117,810	\$ 130,900	\$ 143,990
4.2	Covered Spectator Seating	1	allow	\$ 136,300	\$ 134,937	\$ 149,930	\$ 164,923
5	Site Paving & Hardscapes				\$ 49,104	\$ 54,560	\$ 60,016
5.1	Concrete Pathways (allow)	8,000	sf	\$ 6.20	\$ 49,104	\$ 54,560	\$ 60,016
6	Sports Fields/Courts				\$ 353,439	\$ 392,710	\$ 431,981
6.1	Baseball Fields (325')	1	ea	\$ 357,009	\$ 353,439	\$ 392,710	\$ 431,981
7	Softcapes				\$ 1,584	\$ 1,760	\$ 1,936
7.1	Hydroseed (0.5 acres)	0.5	allow	\$ 3,200	\$ 1,584	\$ 1,760	\$ 1,936
Subtotal					\$ 714,789	\$ 794,210	\$ 873,631
	<i>General Conditions</i>	1	allow	7.5%	\$ 53,609	\$ 59,566	\$ 65,522
	<i>Design Contingency</i>	1	allow	5%	\$ 38,420	\$ 42,689	\$ 46,958
Total Project Cost with Range					\$ 806,818	\$ 896,464	\$ 986,111
	<i>Escalation</i>	1	allow	4.5%	\$ 36,306.81	\$ 40,340.90	\$ 44,374.99

Burditt Consultants has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Burditt Consultants cannot and does not guarantee that proposals, bids or actual construction will not vary from opinion of probable costs.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12 November 2024

PREPARED BY: Lindsay Koskiniemi, Interim Finance Director

AGENDA CONTENT: Discussion and possible action on the review and approval of the investment reports for Fiscal Year 2023-2024 for the quarters ended December 31, 2024, March 31, 2024, June 30, 2024, and September 30, 2024.

AGENDA ITEM SECTION: Consent Agenda

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

FUND: All Funds

EXECUTIVE SUMMARY:

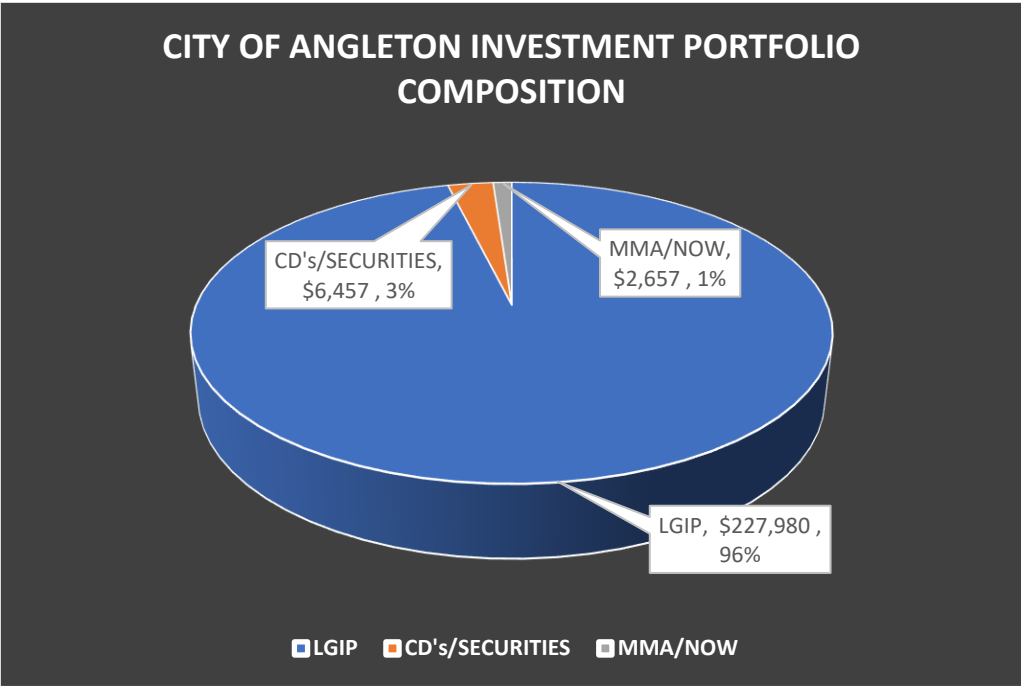
Chapter 2256 of the Texas Government Code is the Public Funds Investment Act. The Public Funds Investment Act (PFIA) governs the investment of public funds in Texas. The City of Angleton invests public funds in a manner which will provide the highest investment return with maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds. Public funds are invested through programs such as General Funds, General Debt Service Funds, and Enterprise Funds. The City's investment portfolio is designed with the objective of attaining the best feasible rate of return, throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements and the funds shall be undertaken in a manner that seeks to ensure the preservation of capital for the overall portfolio.

Reports included with this item cover the following time periods in Fiscal Year 2023-2024:

- Quarter 1: October, November, December 2023
- Quarter 2: January, February, March 2024
- Quarter 3: April, May, June 2024
- Quarter 4: July, August, September 2024

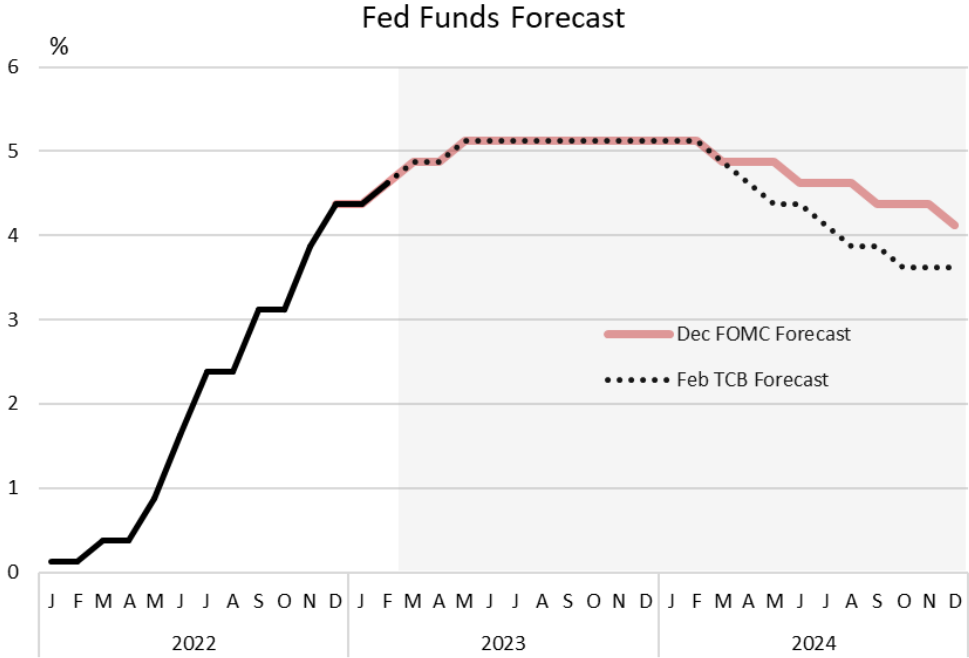
Federal interest rates throughout the 23/24 fiscal year were consistently over 4%, and even exceeded 5%, which rendered high interest income with fiscal year-end earnings totaling \$948,374. The high interest rates in FY24 were most evident in the local government investment pools, which comprised 96% of the City's portfolio investment earnings.

(graph next page)



The City of Angleton holds a majority of its bank accounts with First State Bank Louise and has the option to renegotiate interest earnings annually. The interest rate in all public funds interest bearing checking accounts (9 accounts total) was consistently 0.5%, and it is recommended that the City act to renegotiate the interest rate while rates are still relatively high. Presently, the City has accounts with FSBL earning 0.5%, with Texas Gulf Bank earning 0.05%, and Chase Bank (business checking) earning 0%. The Chase Bank account is currently receiving 0% interest in lieu of a \$95/month service fee.

Interest rates are declining and are expected to continue a downward trend through 2026. By the end of 2025, interest rates are conservatively expected to be around 2.5% - 3.0%



(The Conference Board [Fed hikes by 25 bps, but indicates terminal rate is close](#))

RECOMMENDATION:

Staff recommends review and approval of the attached quarterly investment reports for Fiscal Year 2023-2024. Going forward, these reports will be presented at the regular council meeting following the end of each fiscal quarter.

Staff recommends renegotiating the bank services terms with First State Bank Louise, Texas Gulf Bank, and Chase Bank to earn a higher percentage of interest before rates decrease.



QUARTERLY INVESTMENT REPORTS

For the Fiscal Year Ended September 30, 2024

November 5, 2024

Prepared by

Lindsay Koskiniemi, CGFO, CPM, MPA, MSA

To the best of our knowledge, this portfolio and reports are in compliance with the investment strategy expressed in Resolution No. 2020714-019 as amended and the Texas Public Funds Investment Act, Texas Local Government Code Chapter 2256, as amended.

A handwritten signature in blue ink, appearing to read "Lindsay Koskiniemi", written over a horizontal line.

Lindsay Koskiniemi, CGFO, CPM, MPA, MSA

A handwritten signature in blue ink, appearing to read "M. Veliz", written over a horizontal line.

Monica Veliz, BS

- (1) **Disclaimer:** These reports were compiled using information provided by the City's banking and investment institutions and provided to staff. Procedures performed to test the accuracy or completeness of the information contained in the statements used to prepare the quarterly reports was limited to staff review in a best faith effort to maintain compliance with state and federal laws. Due to market fluctuations, these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined by using standard performance formulas, are not representative of total return yields, and do not account for professional consultant or financial advisement fees.

CITY OF ANGLETON QUARTERLY INVESTMENT REPORT
Q1 FY 2023-2024

FOR THE QUARTER ENDED DECEMBER 31, 2024

ACCOUNT NAME	ACCOUNT NUMBER	INSTITUTION	ACCOUNT TYPE	MATURITY DATE	AVERAGE OR ENDING ACCOUNT BALANCE	AVERAGE MONTHLY INVESTMENT RATE	INTEREST EARNED
EMERGENCY FUND	6388	FSBL	CHECKING		\$ 48,559.25	0.50%	60.54
TRUST ACCOUNT	4978	FSBL	CHECKING		\$ 18,378.26	0.50%	22.90
GENERAL FUNDS INTEREST BEARING CHECKING ACCC	5173	FSBL	CHECKING		\$ 11,311.85	0.50%	14.11
GENERAL FUND	9672	FSBL	CHECKING		\$ 956,844.45	0.50%	1,184.92
KIBER RESERVE PID	470	FSBL	CHECKING		\$ 22,752.74	0.50%	28.09
GREYSTONE PID	492	FSBL	CHECKING		\$ 1,576.02	0.50%	33.49
RIVERWOOD RANCH PID	514	FSBL	CHECKING		\$ 39,900.31	0.50%	49.06
GREEN TRAILS PID	5739	FSBL	CHECKING		\$ 1,576.02	0.50%	1.91
SEIZURE ACCOUNT	7608	FSBL	CHECKING		\$ 8,366.07	0.00%	-
ABL	6792	FSBL	NON-INTEREST BEARING CHECKING		\$ 62,869.42	0.50%	78.38
6-MONTH BUSINESS CERTIFICATE	1208	FSBL	CERTIFICATE OF DEPOSIT	6/30/2024	\$ 360,019.33	4.00%	1,179.75
CERTIFICATE OF DEPOSIT	1216	FSBL	CERTIFICATE OF DEPOSIT	6/30/2024	\$ 360,019.33	4.00%	1,179.75
7-MONTH BUSINESS CERTIFICATE	1224	FSBL	CERTIFICATE OF DEPOSIT	6/30/2024	\$ 360,019.33	4.00%	1,179.75
							5,012.65
PLATINUM BUSINESS CHECKING		CHASE BANK	CHECKING		\$ 172,646.39	0.0000%	-
HOTEL ACCOUNT	6906	TEXAS GULF BANK	CHECKING		*NO STATEMENTS		-
PURCHASE ACCOUNT	7185	TEXAS GULF BANK	CHECKING		*NO STATEMENTS		-
2013 ISSUANCE CORPORATE OVERNIGHT		LONE STAR	LGIP		\$ 42,970.59	5.60%	602.93
2018 BOND SERIES GOVERNMENT OVERNIGHT		LONE STAR	LGIP		\$ 3,342,903.09	5.34%	44,873.74
ABL CORPORATE OVERNIGHT		LONE STAR	LGIP		\$ 57,948.19	5.5967%	813.08
COA POOLED CASH CORPORATE		LONE STAR	LGIP		\$ 286,704.82	5.5967%	4,249.25
COA POOLED CASH GOVERNMENT		LONE STAR	LGIP		\$ 68,932.03	5.3400%	924.08
							51,463.08
GENERAL ACCOUNT		TEXPOOL	LGIP		\$ 741,895.55	5.3667%	10,039.05
2020 BOND SERVICE		TEXPOOL	LGIP		\$ 1,384,760.04	5.3667%	18,727.67
							28,766.72
GENERAL ACCOUNT	1110	TEXSTAR	LGIP		\$ 518,561.32	#DIV/0!	7,007.00
2021 BOND SERIES	210	TEXSTAR	LGIP		\$ 1,227,712.25	#DIV/0!	16,494.61
2019 BOND SERIES	910	TEXSTAR	LGIP		\$ 40,196.18	#DIV/0!	540.06
2022 BOND	220	TEXSTAR	LGIP		\$ 7,976,306.16	#DIV/0!	107,163.36
							131,205.03
TOTAL INVESTMENT REVENUE Q1						\$	216,447.48

INVESTMENT REV FISCAL YEAR TO DATE
Q1 \$ 216,447.48
Q2
Q3
Q4
TOTAL \$ 216,447.48

PURSUANT TO CHAPTER 2256 OF TEXAS LOCAL GOVERNMENT CODE, I CERTIFY THIS REPORT IS COMPLIANT WITH THE PUBLIC FUNDS INVESTMENT ACT OF TEXAS.

[Signature]

[Signature]

CITY OF ANGLETON QUARTERLY INVESTMENT REPORT

2ND QUARTER FY 2023-2024
FOR THE QUARTER ENDED MARCH 31, 2024

ACCOUNT NAME	ACCOUNT NUMBER	INSTITUTION	ACCOUNT TYPE	MATURITY DATE	AVERAGE OR ENDING ACCOUNT BALANCE	AVERAGE MONTHLY INVESTMENT RATE	INTEREST EARNED
EMERGENCY FUND	6388	FSBL	CHECKING		\$ 48,620.04	0.50%	60.61
TRUST ACCOUNT	4978	FSBL	CHECKING		\$ 17,334.91	0.50%	21.61
PUBLIC FUNDS INTEREST BEARING CHECKING	5173	FSBL	CHECKING		\$ 11,326.01	0.50%	14.12
GENERAL FUND	9672	FSBL	CHECKING		\$ 3,622,551.01	0.50%	4,595.09
KIBER RESERVE PID	470	FSBL	CHECKING		\$ 111,253.03	0.50%	137.22
GREYSTONE PID	492	FSBL	CHECKING		\$ 111,162.42	0.50%	138.04
RIVERWOOD RANCH PID	514	FSBL	CHECKING		\$ 323,564.70	0.50%	400.95
GREEN TRAILS PID	5739	FSBL	CHECKING		\$ 69,767.86	0.50%	86.24
SEIZURE ACCOUNT	7608	FSBL	NON-INTEREST BEARING		\$ 8,366.07	0.00%	-
ABL	6792	FSBL	CHECKING		\$ 62,948.12	0.50%	78.47
7-MONTH SPECIAL BUSINESS CERTIFICATE OF DEPOSIT	1208	FSBL	CERTIFICATE OF DEPOSIT	7/31/2024	\$ 362,426.03	4.00%	2,406.70
7-MONTH BUSINESS CERTIFICATE	1216	FSBL	CERTIFICATE OF DEPOSIT	7/31/2024	\$ 369,895.64	4.00%	2,406.70
	1224	FSBL	CERTIFICATE OF DEPOSIT	7/31/2024	\$ 369,895.64	4.00%	2,406.70
							12,752.45
CHASE PLATINUM BUSINESS CHECKING	7895	CHASE BANK	BUSINESS CHECKING		\$ 160,123.76	0.00%	-
HOTEL ACCOUNT	6906	TEXSA GULF BANK	CHECKING		\$ 4,103.42	0.0500%	0.17
PURCHASE ACCOUNT	6185	TEXSA GULF BANK	CHECKING		\$ 2,090.19	0.0500%	0.09
							0.26
2013 DEBT ISSUANCE CORPORATE OVERNIGHT		LONE STAR	LGIP		\$ 43,569.22	5.5133%	594.36
2018 SERIES GOVERNMENT OVERNIGHT		LONE STAR	LGIP		\$ 2,881,771.78	5.3333%	38,058.98
ABL		LONE STAR	LGIP		\$ 58,755.47	5.4800%	801.52
COA POOLED CASH OVERNIGHT		LONE STAR	LGIP		\$ 290,698.90	5.51%	3,965.61
COA POOLED CASH GOVERNMENT		LONE STAR	LGIP		\$ 69,855.95	5.33%	43,420.47
							43,420.47
GENERAL ACCOUNT		TEXPOOL	LGIP		\$ 692,280.00	5.3300%	9,281.68
2020 BOND SERVICE		TEXPOOL	LGIP		\$ 1,403,545.33	5.3300%	18,641.68
							27,923.36
GENERAL ACCOUNT		TEXSTAR	LGIP		\$ 528,569.45	5.3074%	6,993.79
2021 BOND SERIES		TEXSTAR	LGIP		\$ 1,244,209.07	5.3074%	16,453.85
2019 BOND SERIES		TEXSTAR	LGIP		\$ 40,736.32	5.3074%	539.05
2022 BOND		TEXSTAR	LGIP		\$ 8,083,483.89	5.3074%	106,956.99
							130,943.68
							215,040.22

TOTAL INVESTMENT REVENUE Q2 \$ 215,040.22

INTEREST INCOME FISCAL YEAR-TO-DATE	
Q1	\$ 216,447.48
Q2	\$ 215,040.22
Q3	
Q4	
TOTAL	\$ 431,487.70

PURSUANT TO CHAPTER 2256 OF TEXAS LOCAL GOVERNMENT CODE, I CERTIFY THIS REPORT IS COMPLIANT WITH THE PUBLIC FUNDS INVESTMENT ACT OF TEXAS.

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**CITY OF ANGLETON QUARTERLY INVESTMENT REPORT
3RD QUARTER FY 2023-2024
FOR THE QUARTER ENDED JUNE 30, 2024**

ACCOUNT NAME	ACCOUNT NUMBER	INSTITUTION	ACCOUNT TYPE	MATURITY DATE	AVERAGE OR ENDING ACCOUNT BALANCE	AVERAGE MONTHLY INVESTMENT RATE	INTEREST EARNED
EMERGENCY FUND	6388	FSBL	CHECKING ACCOUNT	N/A	\$ 48,680.67	0.50%	50.68
TRUST ACCOUNT	4978	FSBL	CHECKING ACCOUNT	N/A	\$ 17,356.53	0.50%	21.64
PUBLIC FUNDS INTEREST BEARING CHECKING	5173	FSBL	CHECKING ACCOUNT	N/A	\$ 12,951.31	0.50%	16.00
GENERAL FUND	9672	FSBL	CHECKING ACCOUNT	N/A	\$ 1,139,616.96	0.50%	1,422.00
KIBER RESERVE PID	470	FSBL	CHECKING ACCOUNT	N/A	\$ 71,257.24	0.50%	91.17
GREYSTONE PID	492	FSBL	CHECKING ACCOUNT	N/A	\$ 81,032.79	0.50%	103.54
RIVERWOOD RANCH PID	514	FSBL	CHECKING ACCOUNT	N/A	\$ 188,765.62	0.50%	243.36
GREEN TRAILS PID	5739	FSBL	CHECKING ACCOUNT	N/A	\$ 54,774.77	0.50%	68.72
SEIZURE ACCOUNT	7608	FSBL	NON-INTEREST CHECKING	N/A	\$ 8,366.07	0.00%	-
ABL	6792	FSBL	CHECKING ACCOUNT	N/A	\$ 63,052.81	0.50%	79.45
7-MONTH SPECIAL BUSINESS CERTIFICATE OF DEPOSIT	1208	FSBL	CERTIFICATE OF DEPOSIT	7/31/2024	\$ 366,040.36	4.00%	3,614.33
7-MONTH BUSINESS CERTIFICATE	1216	FSBL	CERTIFICATE OF DEPOSIT	7/31/2024	\$ 366,040.36	4.00%	3,614.33
	1224	FSBL	CERTIFICATE OF DEPOSIT	7/31/2024	\$ 366,040.36	4.00%	3,614.33
							12,949.55
CHASE PLATINUM BUSINESS CHECKING	7895	CHASE BANK	BUSINESS CHECKING	N/A	\$ 191,276.92	0.00%	-
HOTEL ACCOUNT	6906	TEXAS GULF BANK	CHECKING ACCOUNT	N/A	\$ 4,103.77	0.0500%	0.52
PURCHASE ACCOUNT	6185	TEXAS GULF BANK	CHECKING ACCOUNT	N/A	\$ 1,590.34	0.0500%	0.21
							0.73
2013 DEBT ISSUANCE CORPORATE OVERNIGHT		LONE STAR	INVESTMENT POOL	N/A	\$ 44,163.41	5.4467%	595.24
2018 SERIES GOVERNMENT OVERNIGHT		LONE STAR	INVESTMENT POOL	N/A	\$ 6,954,817.44	5.3267%	90,534.68
ABL		LONE STAR	INVESTMENT POOL	N/A	\$ 59,556.77	5.4800%	802.71
COA POOLED CASH OVERNIGHT		LONE STAR	INVESTMENT POOL	N/A	\$ 293,778.81	5.45%	3,971.50
COA POOLED CASH GOVERNMENT		LONE STAR	INVESTMENT POOL	N/A	\$ 71,295.52	5.33%	95,904.13
GENERAL ACCOUNT		TEXPOOL	INVESTMENT POOL	N/A	\$ 701,469.90	5.3167%	9,291.47
2020 BOND SERVICE		TEXPOOL	INVESTMENT POOL	N/A	\$ 1,056,289.57	5.3167%	14,032.02
							23,323.49
GENERAL ACCOUNT		TEXSTAR	INVESTMENT POOL	N/A	\$ 535,590.81	5.3087%	7,088.00
2021 BOND SERIES		TEXSTAR	INVESTMENT POOL	N/A	\$ 1,260,736.79	5.3087%	16,684.59
2019 BOND SERIES		TEXSTAR	INVESTMENT POOL	N/A	\$ 41,277.49	5.3087%	546.28
2022 BOND		TEXSTAR	INVESTMENT POOL	N/A	\$ 8,190,862.50	5.3087%	108,398.08
							132,716.95
							\$ 264,894.85

TOTAL INVESTMENT REVENUE Q3

INTEREST INCOME FISCAL YEAR-TO-DATE	
Q1	\$ 216,447.48
Q2	\$ 215,040.22
Q3	\$ 264,894.85
Q4	
TOTAL	\$ 696,382.55

PURSUANT TO CHAPTER 2256 OF TEXAS LOCAL GOVERNMENT CODE, I CERTIFY THIS REPORT IS COMPLIANT WITH THE PUBLIC FUNDS INVESTMENT ACT OF TEXAS.


LINDSAY KOSKIENI, CGFO, CPM, MPA, MSA


MONICA VELIZ, BA

CITY OF ANGLETON QUARTERLY INVESTMENT REPORT
 4TH QUARTER FY 2023-2024
 FOR THE QUARTER ENDED SEPTEMBER 30, 2024

ACCOUNT NAME	ACCOUNT NUMBER	INSTITUTION	ACCOUNT TYPE	MATURITY DATE	AVERAGE OR ENDING ACCOUNT BALANCE	AVERAGE MONTHLY INVESTMENT RATE	INTEREST EARNED
EMERGENCY FUND	6388	FSBL	CHECKING ACCOUNT	N/A	\$ 48,741.60	0.50%	62.76
TRUST ACCOUNT	4978	FSBL	CHECKING ACCOUNT	N/A	\$ 17,378.25	0.50%	22.37
PUBLIC FUNDS INTEREST BEARING CHECKING	5173	FSBL	CHECKING ACCOUNT	N/A	\$ 20,886.39	0.50%	26.99
GENERAL FUND	9672	FSBL	CHECKING ACCOUNT	N/A	\$ 888,945.64	0.50%	1,143.55
KIBER RESERVE PID	470	FSBL	CHECKING ACCOUNT	N/A	\$ 37,543.37	0.50%	48.33
GREYSTONE PID	492	FSBL	CHECKING ACCOUNT	N/A	\$ 41,485.39	0.50%	53.41
RIVERWOOD RANCH PID	514	FSBL	CHECKING ACCOUNT	N/A	\$ 46,051.60	0.50%	59.30
GREEN TRAILS PID	5739	FSBL	CHECKING ACCOUNT	N/A	\$ 12,649.60	0.50%	16.28
SEIZURE ACCOUNT	7608	FSBL	NON-INTEREST CHECKING	N/A	\$ 8,366.07	0.00%	-
ABLC	6792	FSBL	CHECKING ACCOUNT	N/A	\$ 63,105.50	0.50%	81.25
7-MONTH SPECIAL BUSINESS CERTIFICATE OF DEPOSIT	1208	FSBL	CERTIFICATE OF DEPOSIT	7/31/2024	\$ 369,895.64	4.50%	1,408.33
7-MONTH BUSINESS CERTIFICATE	1216	FSBL	CERTIFICATE OF DEPOSIT	7/31/2024	\$ 369,895.64	4.50%	1,408.33
	1224	FSBL	CERTIFICATE OF DEPOSIT	7/31/2024	\$ 369,895.64	4.50%	1,408.33
							5,739.23
CHASE PLATINUM BUSINESS CHECKING	7895	CHASE BANK	BUSINESS CHECKING	N/A	\$ 160,903.29	0.00%	-
HOTEL ACCOUNT	6906	TEXAS GULF BANK	CHECKING ACCOUNT	N/A	\$ 4,104.29	0.0500%	0.52
PURCHASE ACCOUNT	6185	TEXAS GULF BANK	CHECKING ACCOUNT	N/A	*NO STATEMENT	0.0500%	-
							0.52
2013 DEBT ISSUANCE CORPORATE OVERNIGHT		LONE STAR	INVESTMENT POOL	N/A	\$ 44,768.32	5.4000%	604.48
2018 SERIES GOVERNMENT OVERNIGHT		LONE STAR	INVESTMENT POOL	N/A	\$ 7,006,918.30	5.2733%	92,656.25
ABLC CORPORATE OVERNIGHT		LONE STAR	INVESTMENT POOL	N/A	\$ 60,372.51	5.4800%	815.16
COA POOLED CASH OVERNIGHT		LONE STAR	INVESTMENT POOL	N/A	\$ 298,703.59	5.40%	4,033.17
COA POOLED CASH GOVERNMENT		LONE STAR	INVESTMENT POOL	N/A	\$ 73,908.08	5.27%	98,109.06
GENERAL ACCOUNT		TEXPOOL	INVESTMENT POOL	N/A	\$ 599,708.52	5.2733%	8,024.08
2020 BOND SERVICE		TEXPOOL	INVESTMENT POOL	N/A	\$ 431,625.57	5.2733%	5,721.54
							13,745.62
GENERAL ACCOUNT		TEXSTAR	INVESTMENT POOL	N/A	\$ 543,529.15	5.2465%	7,177.79
2021 BOND SERIES		TEXSTAR	INVESTMENT POOL	N/A	\$ 1,277,618.97	5.2465%	16,895.88
2019 BOND SERIES		TEXSTAR	INVESTMENT POOL	N/A	\$ 41,830.23	5.2465%	553.21
2022 BOND		TEXSTAR	INVESTMENT POOL	N/A	\$ 8,300,544.15	5.2465%	109,770.55
							134,397.43
							\$ 251,991.86

INTEREST INCOME FISCAL YEAR-TO-DATE	Q1	Q2	Q3	Q4	TOTAL
	\$ 216,447.48	\$ 215,040.22	\$ 264,894.85	\$ 251,991.86	948,374.41

PURSUANT TO CHAPTER 2256 OF TEXAS LOCAL GOVERNMENT CODE, I CERTIFY THIS REPORT IS COMPLIANT WITH THE PUBLIC FUNDS INVESTMENT ACT OF TEXAS.


 LINDSAY KÕSKINIEMI, CGFO, CPM, MPA, MSA


 MONICA VELIZ, BA



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 5, 2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Annual collection report for the City of Angleton given by Mike Darlow with Perdue Brandon.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Annual collection report for the City of Angleton given by Mike Darlow with Perdue Brandon.

RECOMMENDATION:

N/A

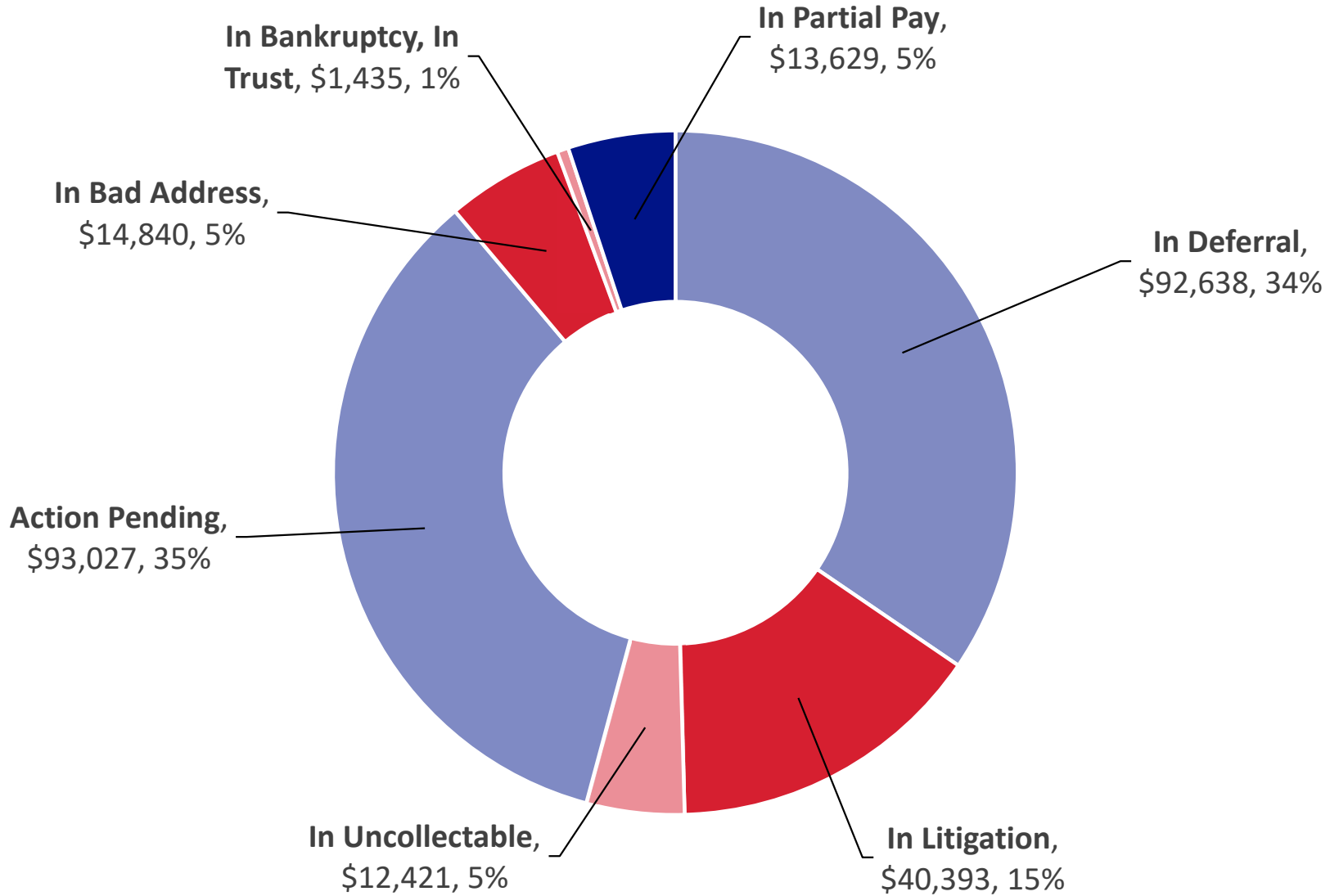


COLLECTION REPORT TO THE CITY OF ANGLETON

Submitted by: *Michael J. Darlow*
November 2024
www.pbfcm.com

ACCOUNT BREAKDOWN CHART FOR CITY OF ANGLETON

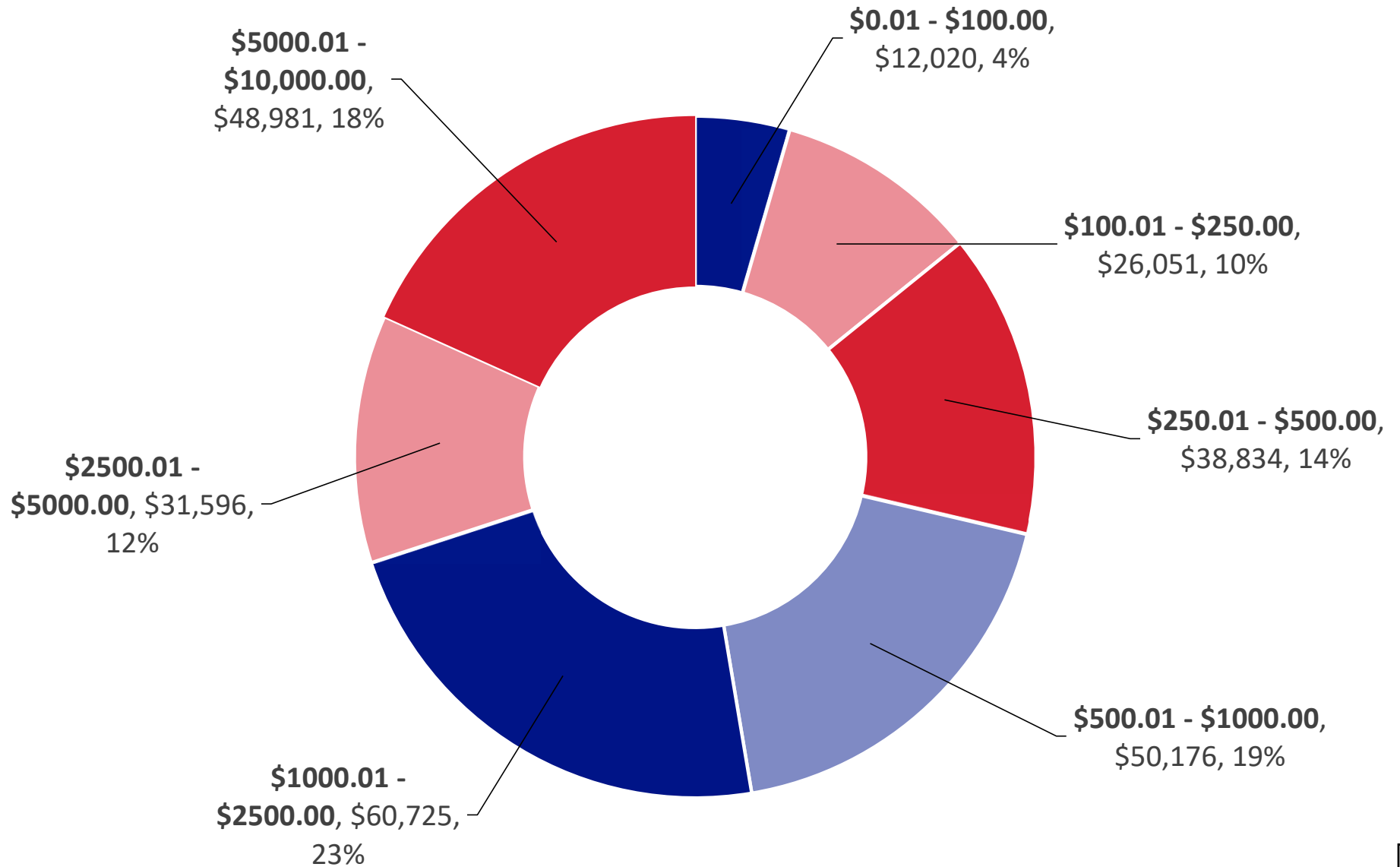
As of 10/30/2024 - Total Base Tax: \$268,383





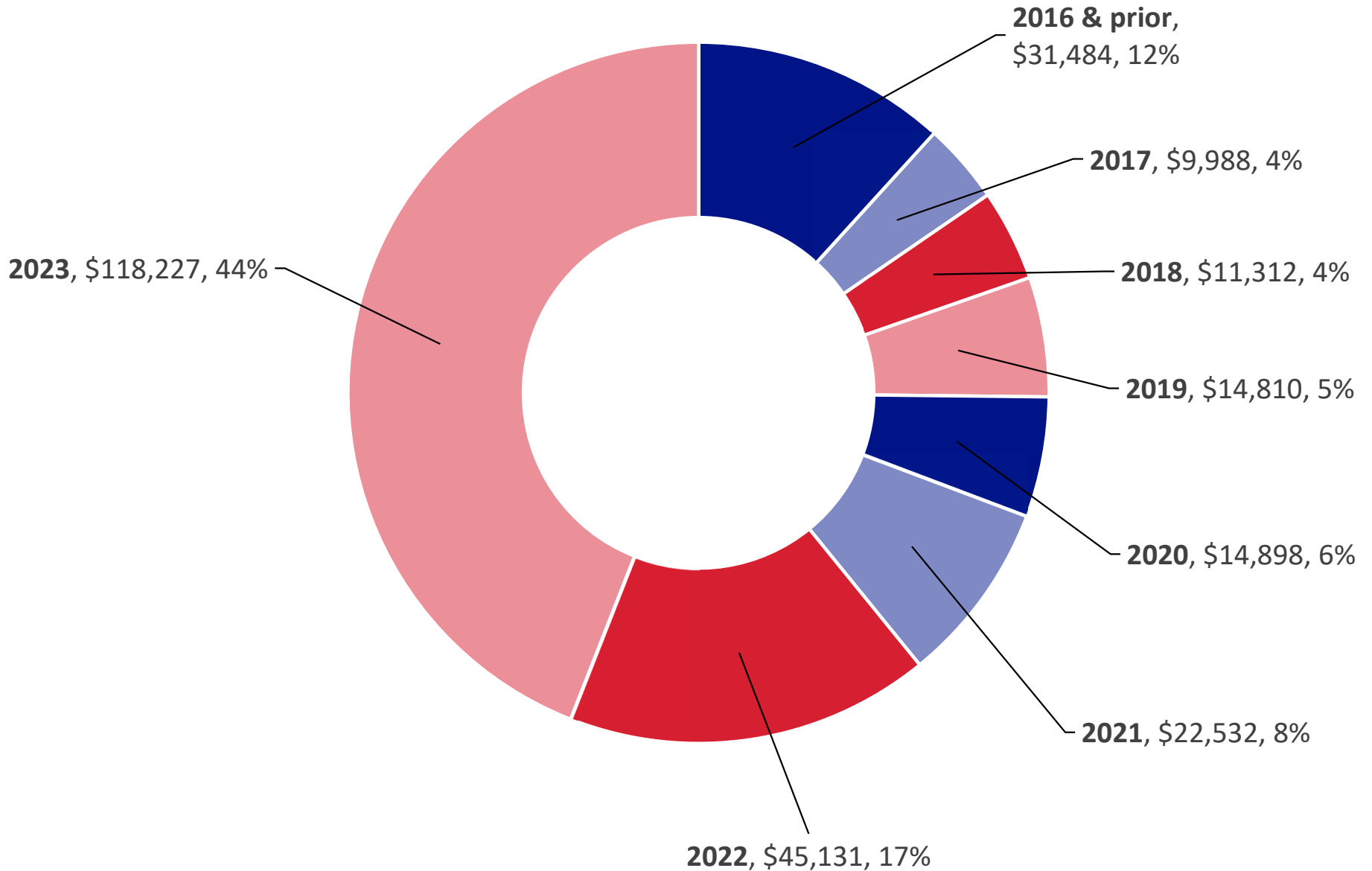
DOLLAR RANGE CHART FOR CITY OF ANGLETON

As of 10/22/2024 - Total Base Tax: \$1,197,621



TAX YEAR CHART FOR CITY OF ANGLETON

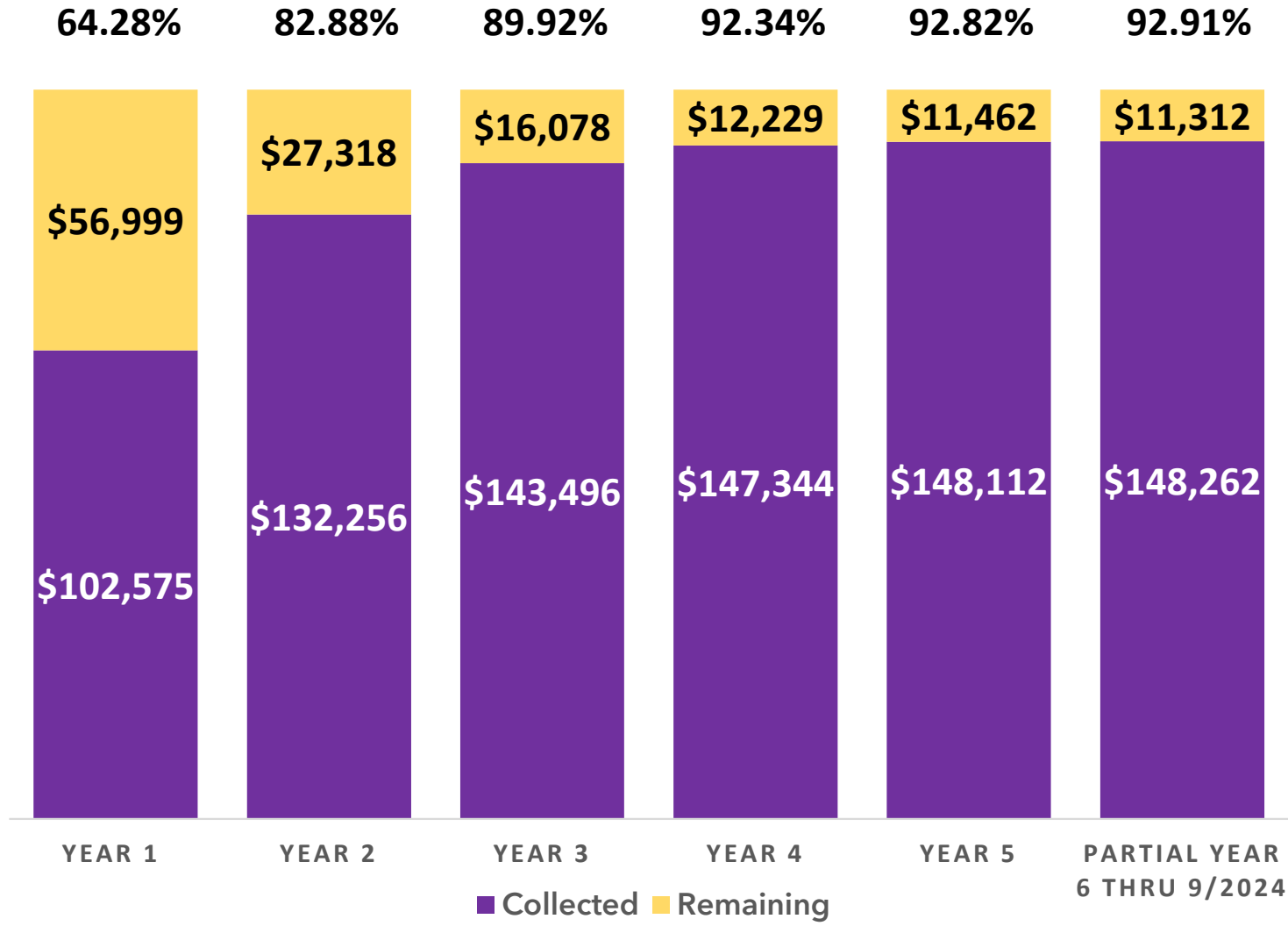
As of 10/22/2024 - Total Base Tax: \$1,197,621





2018 PERCENTAGE OF COLLECTION FOR CITY OF ANGLETON

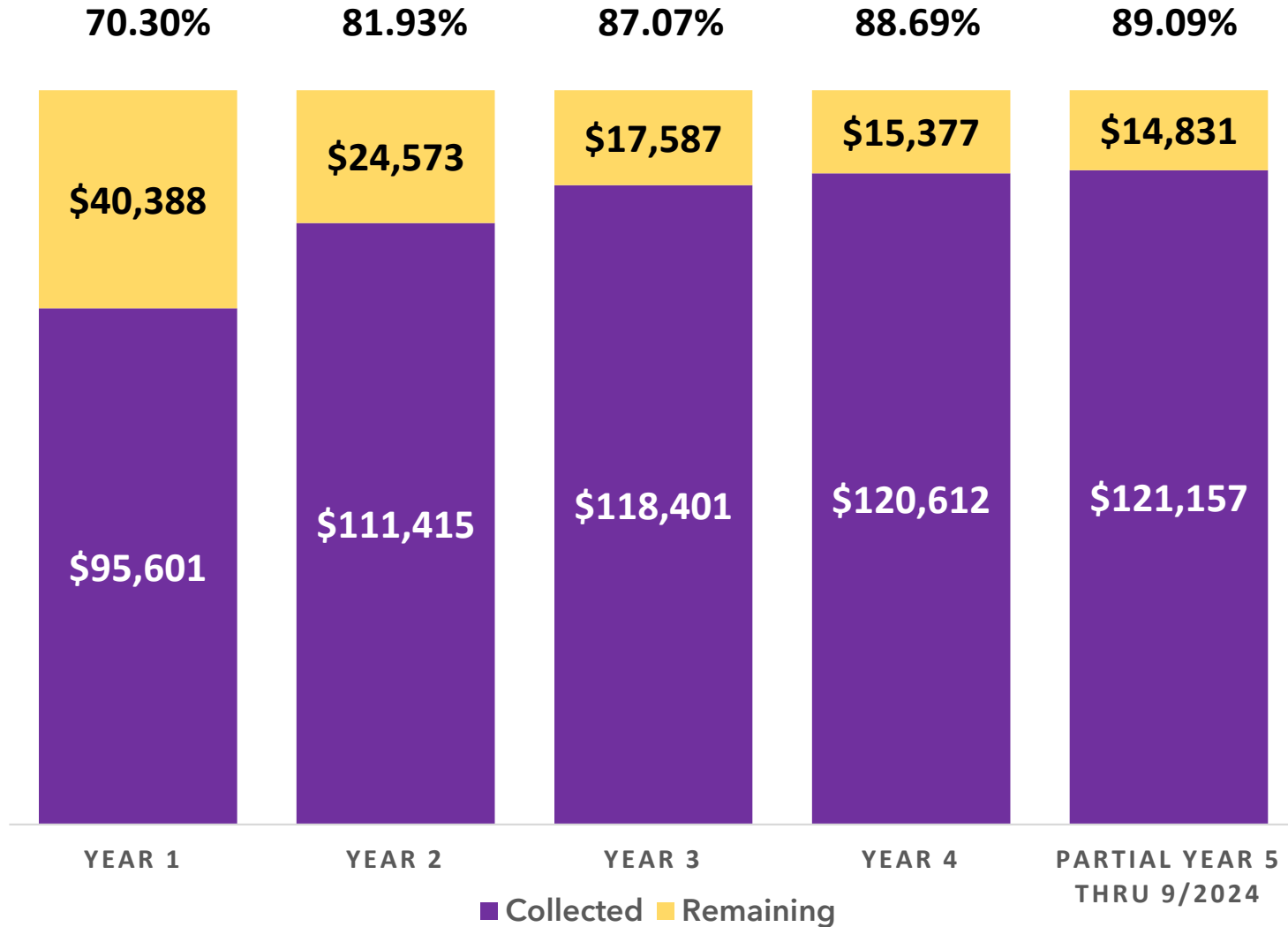
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$159,574





2019 PERCENTAGE OF COLLECTION FOR CITY OF ANGLETON

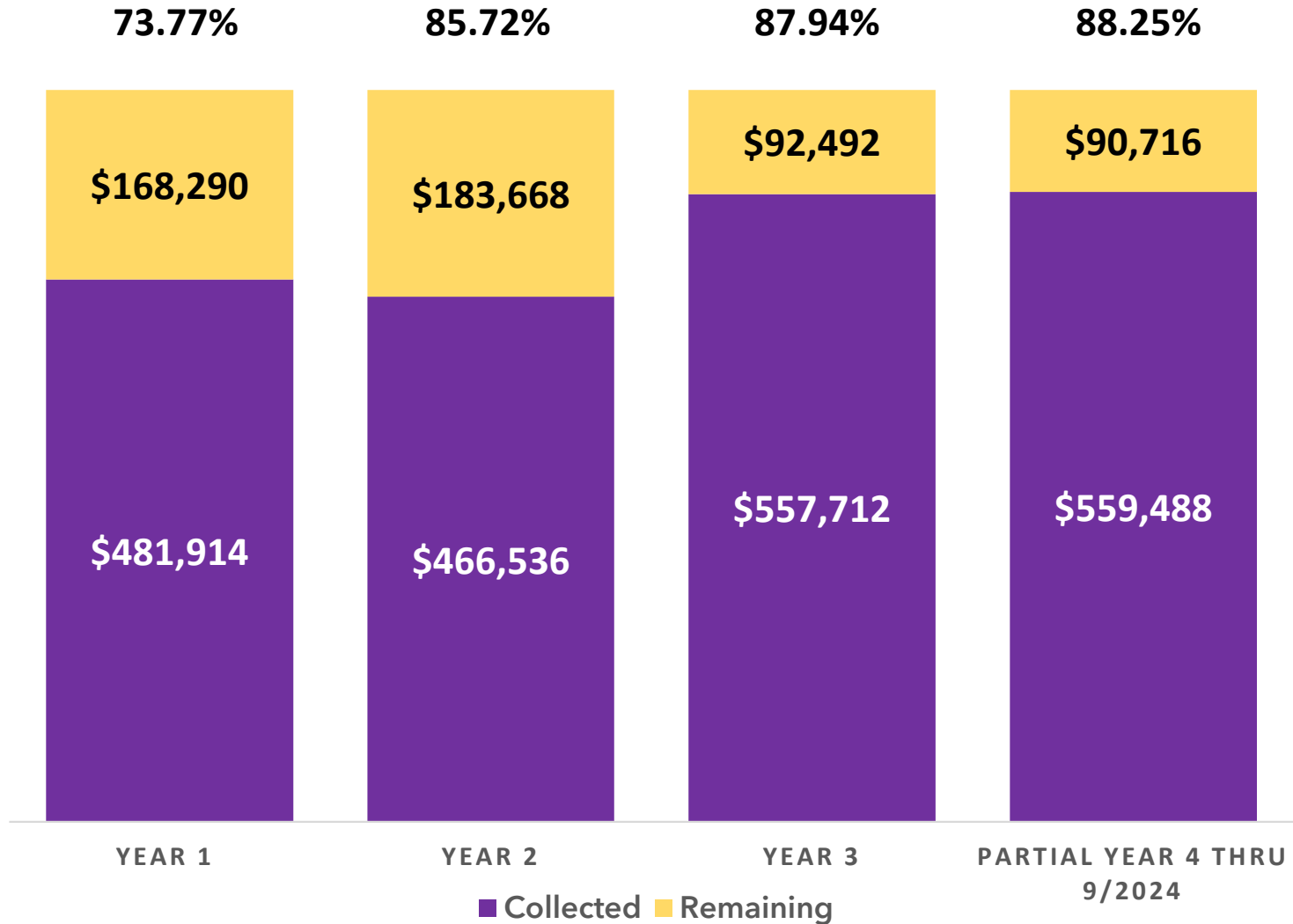
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$135,988





2020 PERCENTAGE OF COLLECTION FOR CITY OF ANGLETON

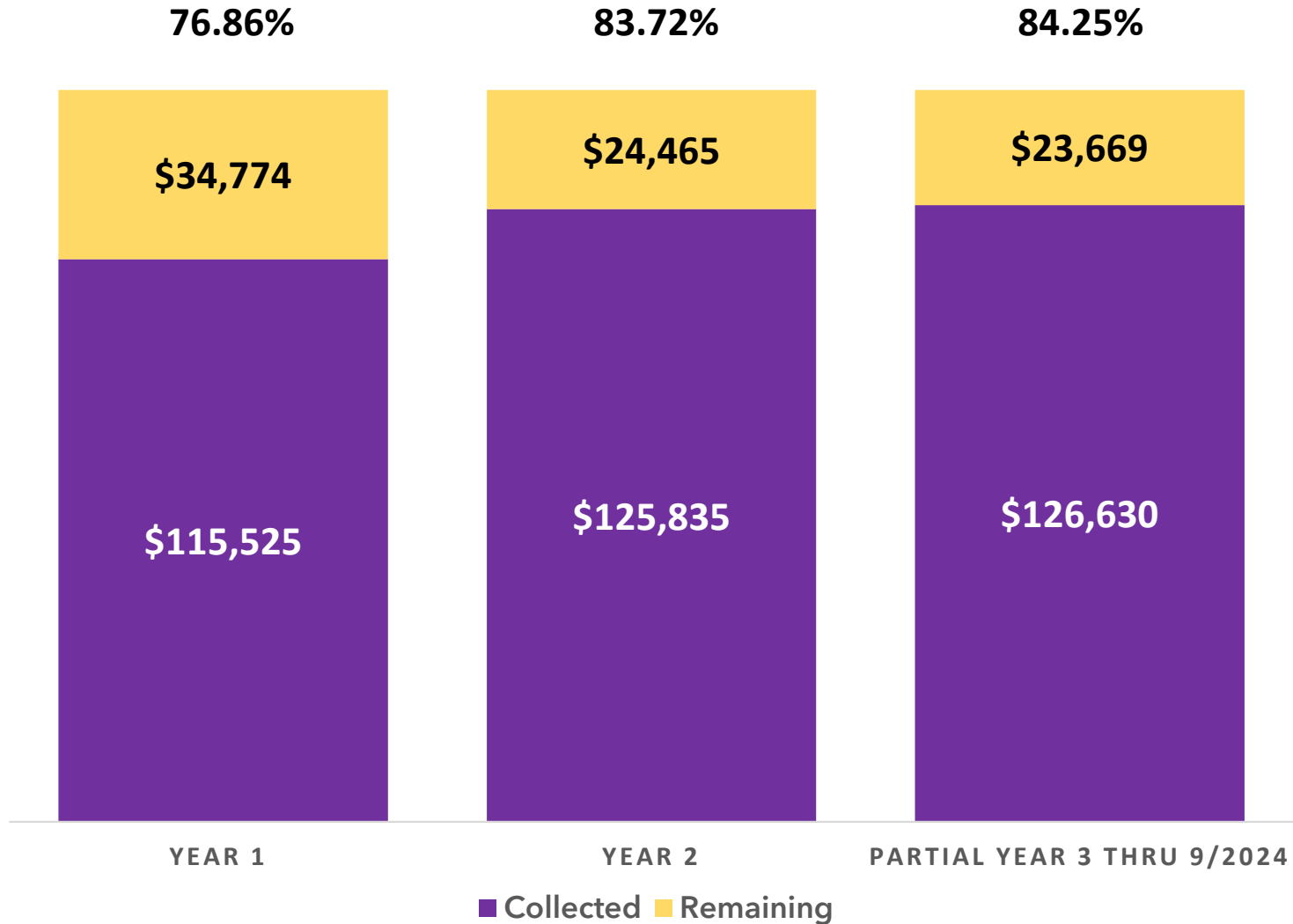
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$130,623





2021 PERCENTAGE OF COLLECTION FOR CITY OF ANGLETON

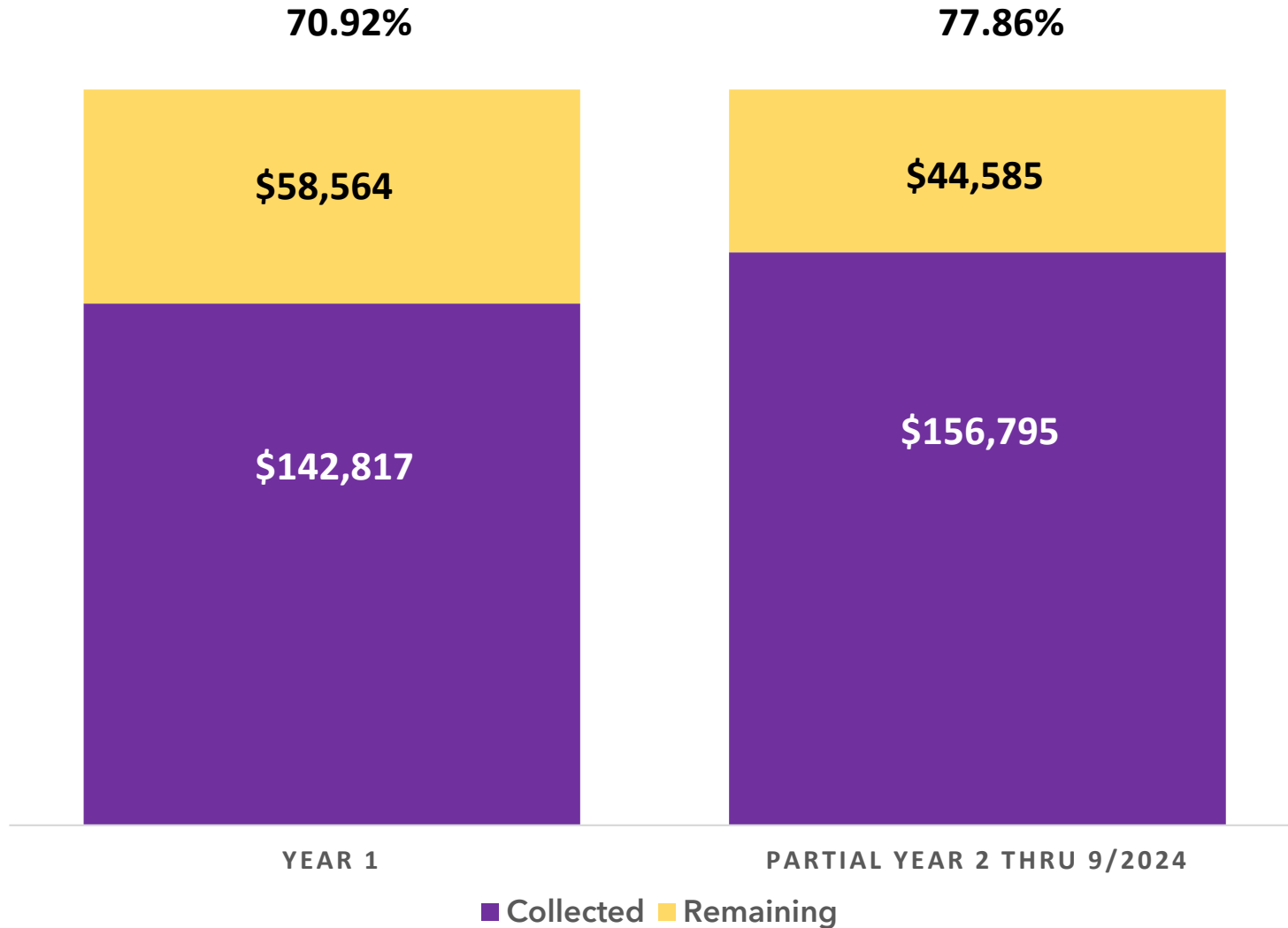
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$150,299





2022 PERCENTAGE OF COLLECTION FOR CITY OF ANGLETON

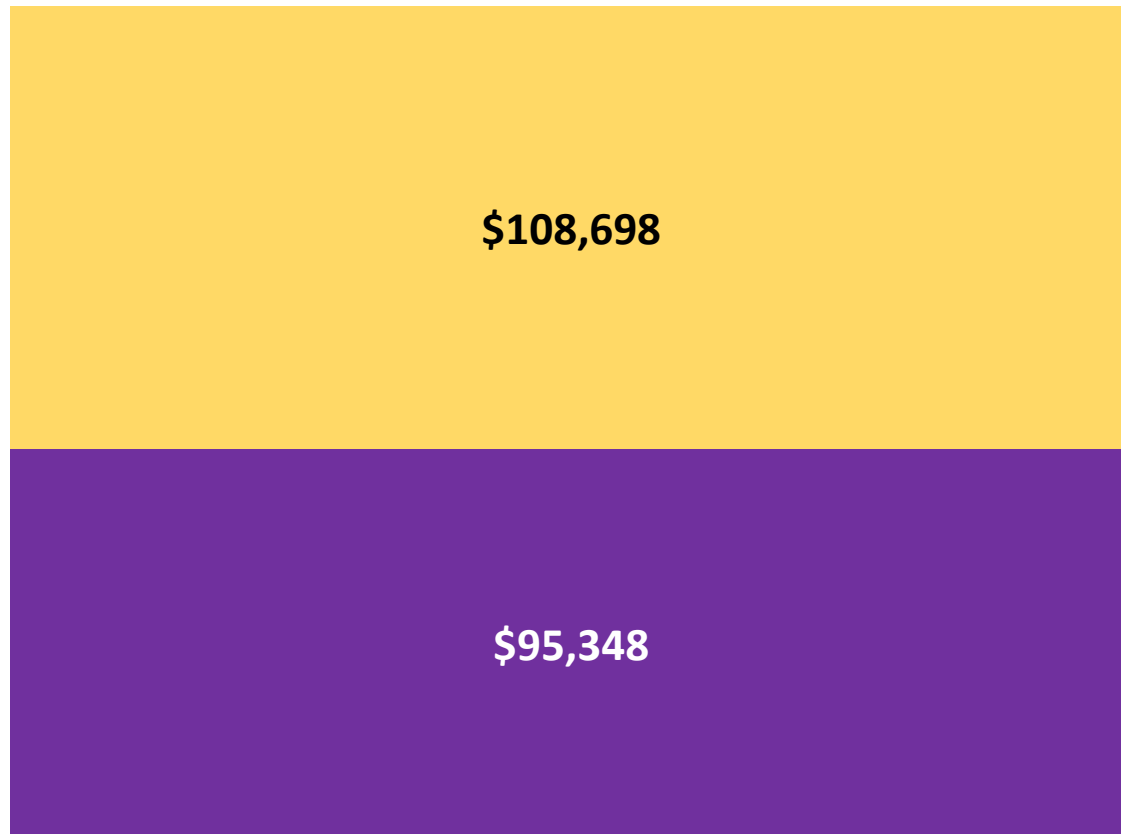
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$201,380



2023 PERCENTAGE OF COLLECTION FOR CITY OF ANGLETON

As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$204,047

46.73%



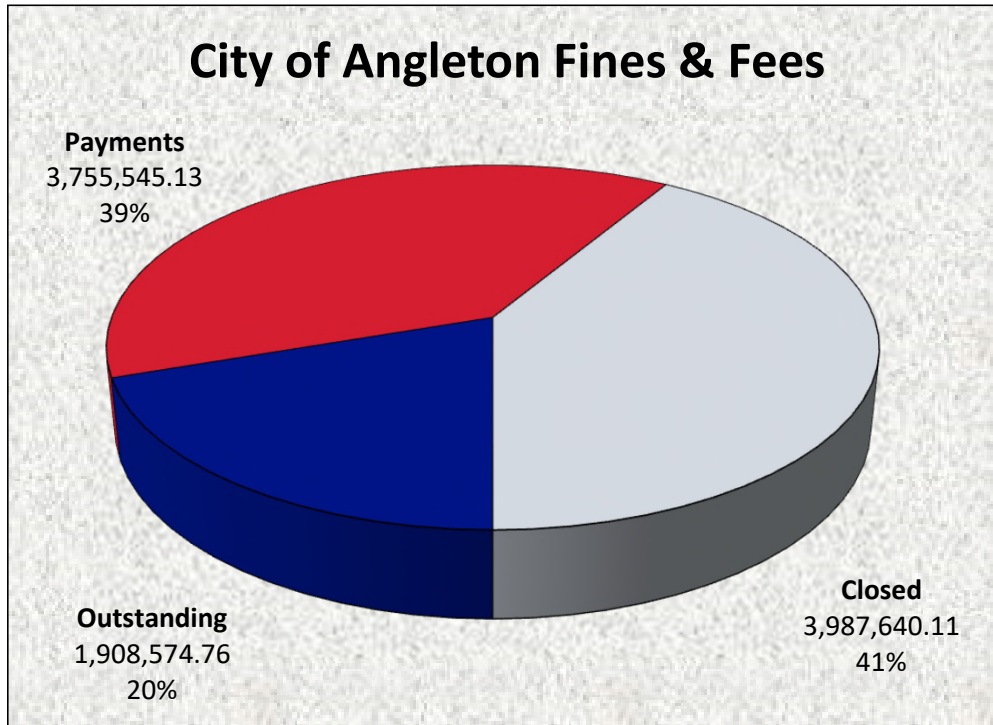
PARTIAL YEAR 1 THRU 9/2024

■ Collected ■ Remaining



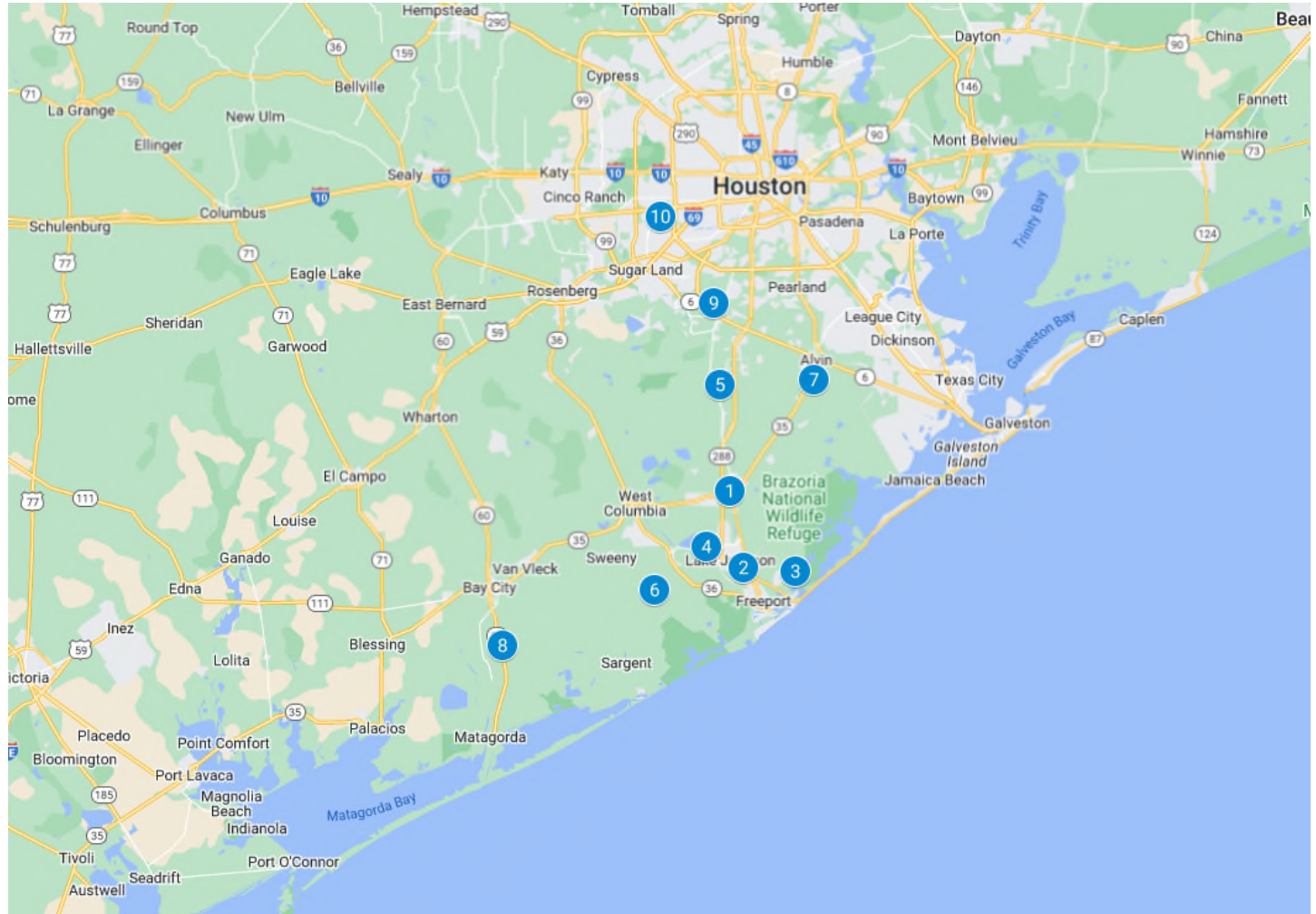
FINE & FEE COLLECTION REPORT AS OF NOVEMBER 1, 2024 FOR CITY OF ANGLETON

Court	Total Turnover		Payments and/or Partial Payments				Dismissed/Cleared				Total \$ % cleared	Total # % cleared	Letters Mailed	Address Corrections	Phone # Changes	Phone Contacts
	\$	#	\$	#	% of \$	% of #	\$	#	% of \$	% of #						
City of Angleton Fines	9,651,760.00	21,433	3,755,545.13	14,001	38.91%	65.32%	3,987,640.11	16,222	41.32%	75.69%	80.23%	141.01%	73,929	11,909	9,015	34,209



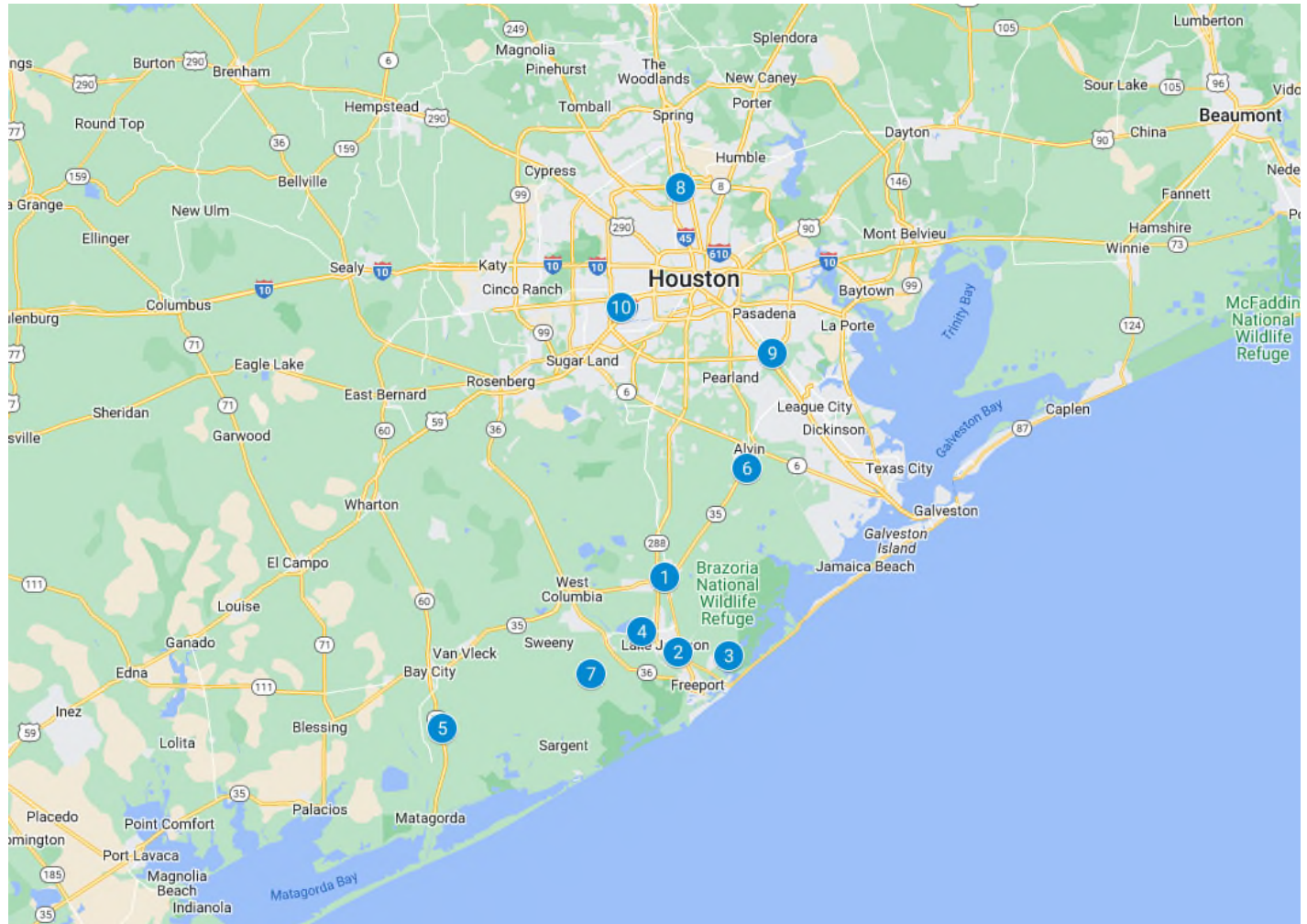
TOP 10 ACCOUNTS BY ZIP CODE FOR CITY OF ANGLETON

- 1
77515 - \$243789.83(270)
- 2
77531 - \$58728.71(76)
- 3
77541 - \$58777.22(56)
- 4
77566 - \$50373.12(54)
- 5
77583 - \$41338.27(44)
- 6
77422 - \$30235.62(39)
- 7
77511 - \$15317.51(18)
- 8
77414 - \$14051.31(17)
- 9
77545 - \$16617.41(16)
- 10
77072 - \$13582.45(13)




TOP 10 BAD ADDRESS ACCOUNTS BY ZIP CODE FOR CITY OF ANGLETON

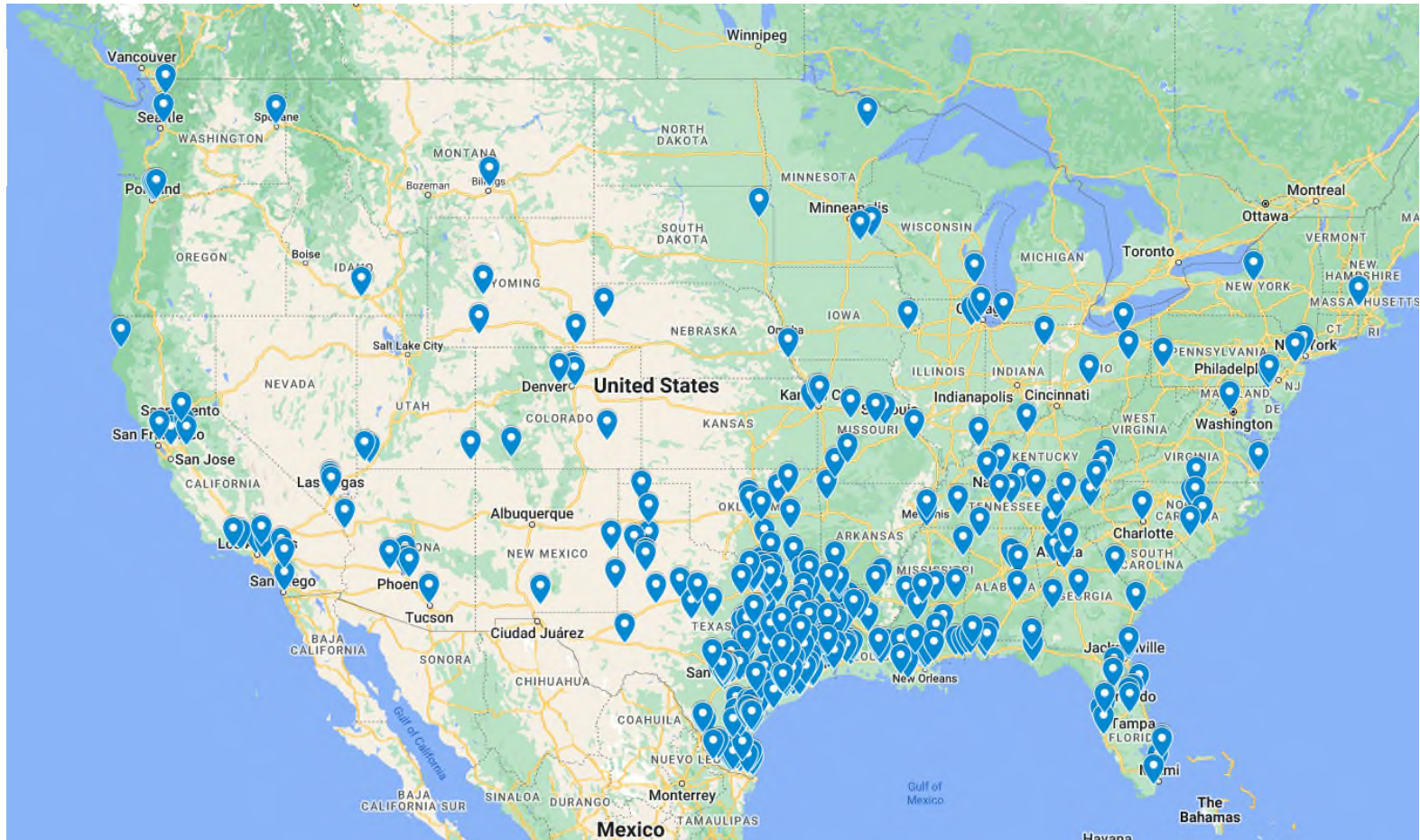
- 1
77515 - \$47085.23(59)
- 2
77531 - \$13881.73(14)
- 3
77541 - \$17073.69(14)
- 4
77566 - \$8491.11(10)
- 5
77414 - \$4784.21(6)
- 6
77511 - \$5904.03(6)
- 7
77422 - \$6182.60(5)
- 8
77060 - \$4755.53(4)
- 9
77034 - \$3286.79(2)
- 10
77036 - \$1872.00(2)





ALL ACCOUNTS FOR CITY OF ANGLETON


All items





AGENDA ITEM SUMMARY FORM

MEETING DATE: November 12, 2024
PREPARED BY: Chris Whittaker
AGENDA CONTENT: BG Peck Soccer Complex Field Regrading Project
AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: NA
FUNDS REQUESTED: \$58,100

FUND:

EXECUTIVE SUMMARY:

The City has previously stockpiled fill dirt at the BG Peck Soccer Complex in anticipation of the regrading of the 10 existing soccer fields. This proposal from HDR is for the design, bid and construction administration phase of the regrading of the identified fields. This included the regrading of the swales between the fields and replacement of the irrigation lines on fields 5&8.

RECOMMENDATION:

Approve HDR for the amount of \$58,100 for the design, bid and construction administration for the BG Peck Soccer Complex Field Regrading Project.



November 7, 2024

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

Re: Proposal for Engineering Services for BG Peck Soccer Complex Improvements

Dear Mr. Whittaker:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for design, bid and construction phase services for the above referenced project. The proposal is based on our understanding of the project from conversations with City Staff.

PROJECT UNDERSTANDING

The City of Angleton has expressed a desire to regrade the playing fields at the BG Peck Soccer Complex. BG Peck currently has 10 full fields. Fields 6, 7, & 8 are subdivided during game time creating smaller fields. The City has previously stockpiled fill dirt at the complex that will be utilized for this effort. The existing irrigation systems on two soccer fields (5 & 8) will be replaced. The remaining fields' irrigation systems will remain in service and unchanged. It is our understanding that the existing irrigation systems on the remaining fields are in good condition and are two (2) foot deep. The City believes that this amount of cover will allow the proposed tilling/disking of the existing grass field surface for the regrading of the fields to occur and not damage the irrigation system. The contractor will remove and salvage the existing sprinkler heads, plug the lines during construction, and reconnect the irrigation heads at the completion of the field regrading. Existing internal ditches in the soccer fields will be regraded to provide positive drainage in the area.

A topographical survey and preliminary regrading design was previously performed. HDR will utilize this information in the plan set.

The following Basic Services will be required for this project:

SCOPE OF SERVICES

A. Design Phase

1. Hold “kick-off” meeting with City staff to finalize the requirements for the project.
2. Data collection of the irrigation systems’ plan sets.
3. Design regrading of the soccer field with proposed elevations based on previously collected survey information.
4. The field layout will be the same as the existing field layout that was collected in the most recent survey performed by Baker and Lawson.
5. Provide a typical cross section of each field.
6. Calculate the fill required for each field to be regraded.
7. Set flowlines for the regrading of the existing ditches.
8. Site visits will be performed to verify the locations and numbers of sprinkler heads in the existing fields.
9. Provide the layout for the proposed irrigation lines on fields 5 & 8. Per our conversation with staff irrigation line sizes will remain the same as the existing irrigation system.
10. Create contract documents and specifications to be used in the bidding of this project.
11. Quantity takeoffs and opinion of probable construction cost (75% and 100%).
12. Submit 75% and 100% design packages to the City for review.
13. Incorporate City comments into the plans and specifications.
14. Prepare a SWPPP plan for the proposed construction activities.
15. No additional survey is included in this proposal.

16. The City has request that the fill dirt stockpiled at the soccer complex be utilized for this project. Therefore, there is no geotechnical services included in this proposal for selection of fill dirt to be utilized in this project.

B. Bid Phase

HDR will enter into this phase after the acceptance of the design phase documents. It is assumed that this project will be bid as one package. If the City elects to bid the improvements in multiple bid packages, additional fees will be required for the additional effort for each additional bid package. These fees will be negotiated at a later time. The following tasks are associated with this phase:

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

C. Construction Phase Services

HDR will enter into this phase after the City accepts the bids and awards the contract to a Contractor. This proposal assumes that there will be only one project and not broken down into multiple packages that will require additional effort for construction phase services. If the City elects to bid the improvements in multiple bid packages, additional

fees will be required for the additional effort for each additional bid package. These fees will be negotiated at a later time. The following tasks are associated with this phase:

1. Prepare agenda, hold a pre-construction meeting, document meeting, and issue meeting minutes.
2. Review, process, and make recommendation of contractor's Pay estimates.
3. Act as the City's Project Representative during the construction phase.
4. Review and respond accordingly to all submittals and requests for information (RFIs) as required by the contract specifications.
5. Prepare change orders necessitated by differing field conditions for review and approval by the City prior to issuing to Contractor.
6. Visit the site at various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Full or Part-time site representation is not included as part of the Construction Management phase tasks.
7. HDR will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits HDR will keep the City informed of the progress of the work, will endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
8. Conduct a final inspection of the Project and create a punch list to close out construction.
9. Make a recommendation for Final Payment on the Project.
10. HDR will prepare Record Drawings utilizing the as-built drawings provided by the Contractor.
11. One (1) electronic copy of the Record drawings, scanned in PDF format, and placed on a disk will be provided to the City.

ADDITIONAL SERVICES

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

FEE SUMMARY

Basic Design Services (Lump Sum):	\$ 33,700
Storm Water Pollution Prevention Plan (Lum Sum):	\$ 2,400
Bid Phase Services (Lump Sum)	\$ 7,800
Construction Administration (Lump Sum):	\$ 14,200
Total Design Fee:	\$ 58,100

SCHEDULE

It is estimated that the schedule to accomplish the complete design phase is approximately three (3) months from the date of authorization to proceed.

Construction phase is estimated to be three (3) months from Notice to Proceed to Contractor.

INVOICES

HDR will submit monthly invoices for all engineering work completed to invoice date. The invoices for lump sum work will be based on a percentage of completion of each

phase applied to the lump sum fee and based on the appropriate fee cost for work from our subconsultants, if applicable. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 3.18 or direct cost plus 10%, as applicable. Mileage will be charged at prevailing IRS rates.

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

Sincerely,

HDR ENGINEERING, INC.



David Weston
Vice President/Area Manager

cc: Files



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 12, 2024

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

AGENDA CONTENT: Discussion, update, and possible action on the proposed City of Angleton Comprehensive Fee Schedule as related to the User Fee Study.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

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

Staff requests that the City Council hold a second work session as we work towards final consideration and action.

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

Record of Proceedings, Planning and Zoning Commission Meeting held October 3, 2024:

Discussion and update on the proposed City of Angleton Comprehensive Fee Schedule Update related to the User Fee Study.

Mr. Spriggs gave a brief introduction and noted that this is the last Commission work session on the fee.

Commission Member Michelle Townsend added that her comments were addressed by D.S. Director Otis Spriggs

Commission Member Andrew Heston stated that last meeting he asked if any comparisons of the impact of the changes on current fees had been done?

Mr. Spriggs added that is something is working on with the Consultant. He presented a few of the sampling comparisons. For example, the platting fees typically are only \$250 for the actual application process so that the developers will see an increase from that standpoint. We are moving the formula to be based on the review fees and administrative review. So if you look at the table of comparisons, it will definitely exceed that \$250 threshold and that's the standard for most cities.

The new formula accounts for a base fee, a certain number of acres, and a certain number of lots for a proposed development. And that's how they calculate. So we tried to find a happy medium between the neighboring cities for all of those items.

The single-family home permits are currently estimated at about \$1,315.00 for a home, so the residents will see a slight increase on the permit side.

We are will be considering upgrading our building codes also in in in terms of our comprehensive planning process, to be more resistant to disasters. And we did get a grant for that, so the verdict is not out on that final fee yet. The SUP's and Rezoning fee was also compared. The applicants have been paying \$250 for rezonings. So you'll see an increase there. Zoning Variances is the same \$150.00 only it'll may raise to \$500.

The Board of Adjustment fees could discourage people from filing an influx of variances because they're based on hardship and it kind of pushes them to have a good reason to do so. Commercial rezoning should be more than \$250, based on the comparisons of the neighboring cities.

Mr Heston asked how many variances we see per year.

D.S. Director Otis Spriggs stated an average between 5 to 8 per year. It just depends on the season. Commission Member Michelle Townsend, who serves on the BOA, agreed.

Commission Member Michelle Townsend described recent variances such as a fence that's taller than what our ordinance says or if they want a carport that encroaches into a front yard that is prohibited by ordinance.

D.S. Director Otis Spriggs commented on staff review time and notices that must be posted and mailed or any legal review required.

No other comments were added by the Planning and Zoning Commission. Mr. Otis Spriggs noted the Comprehensive Fee Study will go before City Council in another work session on October 22, 2024 at 6:00 PM. We hope for final action in November.

Recommendation. The City Council is asked to hold the second work session and provide direction or possible action on the proposed fee schedule updates on the Comprehensive Fee Study.



CITY OF ANGLETON USER FEE STUDY

October 2024

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DRAFT FOR DISCUSSION

Introduction

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

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

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

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

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

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

Other items to consider when developing charges and fees are:

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

Purpose

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

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

The major objectives of this User Fee Study were as follows:

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

Preliminary Analysis of the Current Fee Structure

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

- Some of the fees are being charged by the City but are missing in the fee ordinance. Example - plats.
- Some fee types are missing. Examples are Tree Plan, Development Agreement, etc.

- Fees are not organized in a user-friendly manner as the fees are listed based on the section of the code.
- Some fees (plats) are being charged as a deposit. This requires additional follow up from the staff to return unused fee or obtain additional fee from the applicant if additional review is required.

Methodology

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

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

Detailed Project Approach

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

- **Current Fee Structure & Categories**
 - Identification and categorization of all fees: In an excel sheet, the fee types from the current fee schedule and City Code of Ordinances were identified and

categorized based on the type of the application and activity being undertaken. The current fee ordinance categorizes the fees based on the section of the code and that makes it difficult to use.

- **Cost Recovery Analysis**

- Approval processes: After staff interviews and analysis, the approval processes for each type of permit, and key staff and agencies involved were identified.
- Staff and effort: Based on the approval process detailed in the City Code of Ordinances, key staff involved in the processing, review and approval of each application type were identified to calculate the total cost incurred to the City and processing time required for each application. In July 2023, the excel worksheet was distributed to all City departments to add the hourly rate of each staff and time spent on each application. The time estimated did not appear to be a true reflection of the efforts undertaken. The observations were discussed with City staff and City staff updated their estimates to incorporate the missing staff hours and capture time spent on all related tasks (city secretary, legal, agenda preparation, staff report and presentations, engineering review time for development plat etc.).
- Cost recovery analysis: Based on the updated excel worksheet received from the staff in October 2023, the total cost incurred by the City to process each application was calculated by Ardurra (Appendix 2).

- **Comparative Fee Analysis**

- Comparison with benchmark cities: Angleton’s current fees were compared with existing fees in similar surrounding cities that were identified as benchmark cities, with staff’s assistance. These cities were selected based on their proximity to Angleton, and similarity in terms governance, demographic makeup, population, area, and growth patterns. A draft of initial fee comparison was shared with the City staff in April 2023. Examples of fee ordinances and reports from other cities were also shared with the City staff in October 2023 (Appendix 3).

The benchmark cities were

- Pearland
- Manvel
- Rosenberg
- Richmond
- Alvin
- Katy
- Fulshear
- Brookshire
- Pattison

- Omitted fees: A comprehensive list of fees charged by other cities was prepared. The City staff was requested to identify any missing fees or fees that were not being charged.

- Additional fees: The fee analysis included missing fee types not included in the current fee schedule but supported by the approved ordinances and charged by surrounding cities were identified, as potential sources of additional revenue.

- **Recommendations**

- Since the cost breakdown analysis did not provide a realistic picture of the total cost incurred on the processing of several applications, the new fee structure was proposed based on the comparative fee analysis. The proposed fees were discussed with City staff (development services, parks, and utilities) at several meetings and updated as directed. The updated fee study draft was shared with the City staff in May, July, and August 2024.

Stakeholder Input

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

- Staff Workshop - Staff held a Comprehensive Fee Schedule workshop on July 25, 2024 to discuss the proposed fee schedule.
- Developer/Public Workshop - The City staff organized a workshop with the developer community and public on August 6, 2024 and discussed the proposed fee schedule to obtain their input.
- P & Z update - The staff presented the proposed fee schedule to the P & Z on September 5, 2024 to obtain their input.
- City Council Work Session - Scheduled for October 22, 2024.

Revenue Projection Analysis

To be added

Conclusions

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

- Adopt an annual fee update / increase mechanism

Recommendations

General Considerations Regarding User Fee Determination: The primary goal of these recommendations was to provide a fair and equitable basis for determining the reasonable fees. The following factors were discussed with staff while proposing the new fees:

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

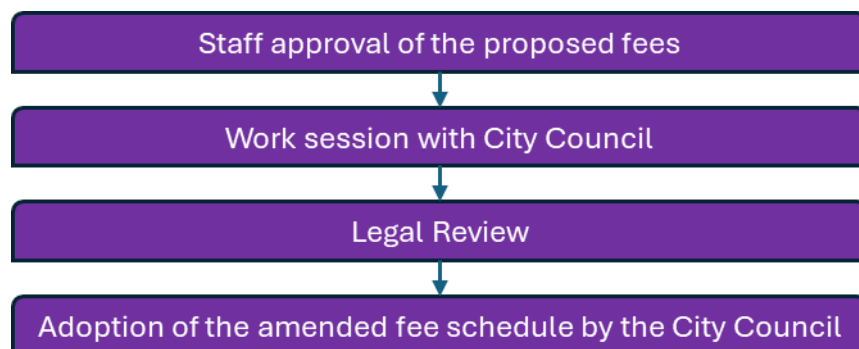
Recommendations:

The recommendations included:

- Reorganization of the fee structure based on the type of the application and activity being undertaken.
- Addition of processing fee for some applications such as building permit to ensure that the minimum cost incurred by the City is being captured.
Proposed fee structure = Application/Processing Fee + Review fees (if any)
- Additions and modifications of certain fees based on state law requirements. (E.g., platting, swimming pool, contractor registration, exemptions)
- Incorporation of facility rental fees provided by Parks Department. A comparison with benchmark cities for comparable fees was performed.
- Modification of utility fees based on the recommendations of the study undertaken by the Utility Department. (Appendix 4).

Future Steps

The steps are listed below.



Appendix

1. Proposed Fees
2. Comparative Fee Analysis
3. Cost Recovery Analysis
4. Existing Utility Fees and Results of Utility Department's Study

References

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

DRAFT FOR DISCUSSION

**City of Angleton
Proposed Fee Schedule**

Type of Fee	Existing Fee	Proposed Fee	Justification for the Increase
Administrative/ Processing fee	\$0.00	\$35 (include or exclude planning applications)	<ul style="list-style-type: none"> Recovers the minimum costs associated with application processing (excludes reviews and inspections).
Pre-development meeting	\$0.00	First meeting is free. \$50.00 per meeting from meeting #2 onwards. DAWG Meetings requiring Legal or Engineer presence must be prepaid at the hourly consultant rate.	<ul style="list-style-type: none"> First meeting is complementary to provide an overview of the development process, timeline, and submittal. Subsequent meetings need additional review and research from staff.
Preliminary Plat	<p>Commercial</p> <ul style="list-style-type: none"> •Less than two acres: \$1,000.00 •More than Two Acres: \$1,000.00 plus 25.00/additional acre •Plan Review Fee by City Engineer: \$1,000.00 deposit (typical review time 10-11 hours) <p>Residential</p> <ul style="list-style-type: none"> •200 Lots or less: \$800.00 plus \$6.00 per lot •More than 200 Lots: \$4.00 per additional lot over 200 •Plan Review Fee by City Engineer: \$1,000.00 deposit (typical review time 10-11 hours) 	<p>\$1000 (filing / application) fee) + + \$25/lot (residential) OR \$30/acre (commercial/multifamily)</p> <p>Subsequent resubmittals \$400/resubmittal, due upon resubmittal. (Sec. 23-86)</p>	<ul style="list-style-type: none"> • Similar to the fees being charged by other cities in the area. • Fee proportional to the size of development. • Includes submittal and resubmittal reviews, drainage plan review if needed, applicant meetings, agenda packet preparation for P & Z and CC meetings. • Eliminates deposit for engineering review • Increases fee per acreage for commercial and multi-family.
Replat	<p>Commercial</p> <ul style="list-style-type: none"> •Less than two acres - \$1,000.00 •More than Two Acres - \$1,000.00 plus 25.00/additional acre •Plan Review Fee by City Engineer deposit \$1,000.00 <p>Residential</p> <ul style="list-style-type: none"> •200 Lots or less -\$800.00 plus \$6.00 per lot •More than 200 Lots - \$4.00 per additional lot over 200 •Plan Review Fee by City Engineer deposit \$1,000.00 	<p>\$1000 (filing /application) fee) + + \$25/lot (residential) OR \$30/acre (commercial/multifamily)</p> <p>Subsequent resubmittals \$400/resubmittal, due upon resubmittal.</p>	<ul style="list-style-type: none"> • Similar to the fees being charged by other cities in the area. • Fee proportional to the size of development. • Includes submittal and resubmittal reviews, drainage plan review if needed, applicant meetings, agenda packet preparation for P & Z and CC meetings. • Eliminates deposit for engineering review • Increases fee per acreage for commercial and multi-family.
Final Plat	<p>Commercial</p> <ul style="list-style-type: none"> •Up to two acres: \$1,000.00 •More than Two Acres: \$1,000.00 plus 25.00/additional acre •Plan Review Fee by City Engineer: \$1,000.00 deposit <p>Residential</p> <ul style="list-style-type: none"> •200 Lots or less: \$800.00 plus \$6.00 per lot •More than 200 Lots: \$4.00 per additional lot over 200 •Plan Review Fee by City Engineer: \$1,000.00 deposit 	<p>\$1000 (filing /application) fee) + + \$25/lot (residential) OR \$30/acre (commercial/multifamily)</p> <p>Subsequent resubmittals \$400/resubmittal, due upon resubmittal.</p>	<ul style="list-style-type: none"> • Similar to the fees being charged by other cities in the area. • Fee proportional to the size of development. • Includes submittal and resubmittal reviews, drainage plan review if needed, applicant meetings, agenda packet preparation for P & Z and CC meetings. • Eliminates deposit for engineering review • Increases fee per acreage for commercial and multi-family.
Development Plat	\$250.00 plus review expense	<p>\$1000 (filing /application) fee) + + \$25/lot (residential) \$30/acre (commercial/multifamily)</p> <p>Subsequent resubmittals \$400/resubmittal, due upon resubmittal.</p>	<ul style="list-style-type: none"> • Similar to the fees being charged by other cities in the area. • Fee proportional to the size of development. • Includes review of submittals and resubmittals, application processing. • Increases fee per acreage for commercial and multi-family.
Amending Plat	\$250.00 plus review expense	<p>\$600 filing fee plus \$6 per lot increase (residential) \$600 filing fee plus \$300/acre (non-residential and multi-family).</p> <p>Additional resubmittal \$400 fee due upon resubmittal.</p>	<ul style="list-style-type: none"> • Similar to the fees being charged by other cities in the area. • Fee proportional to the size of development. • Includes review of submittals and resubmittals, application processing. • Increases fee per acreage for commercial and multi-family.
Minor Plat	\$250.00 plus review expense	<p>\$600 + \$6/lot (residential) \$600 + \$30/acres (nonresidential)</p>	<ul style="list-style-type: none"> • Reduces the fee for lots if there is a home or business exists. • Similar to the fees being charged by other cities in the area.

		\$150 (one existing home or business). Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	<ul style="list-style-type: none"> • Fee proportional to the size of development. • Includes review of submittals and resubmittals, application processing. • Increases fee per acreage for commercial and multi-family.
Vacate Plat	\$0.00	\$600.00/acre	<ul style="list-style-type: none"> • Includes review of submittals and resubmittals, application processing.
Alley/Easement Abandonment Fee	\$0.00	Application/processing fee - \$30.00 plus cost of publications	<ul style="list-style-type: none"> • Includes application processing and cost of publications.
Subdivision Variance	\$0.00	\$400.00	<ul style="list-style-type: none"> • Similar to the fees being charged by other cities in the area. • Includes staff review, application processing, public hearing, notifications, agenda packet.
Tree Plan	\$0.00	\$150.00	<ul style="list-style-type: none"> • Includes application processing and cost of publications.
Construction Plans for Subdivision Improvements	50% of commercial permit plus review costs	One percent (1%) of the actual construction cost for projects fifty thousand dollars (\$50,000.00) or less, or Five hundred dollars (\$500.00) for the first fifty thousand dollars (\$50,000.00) plus one-half percent (0.5%) of the actual construction cost over \$50,000.00 Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	<ul style="list-style-type: none"> • Similar to the fees being charged by other cities in the area. • Includes resubmittals and involves extensive technical review. • Encourages applicants to resubmit a complete packet addressing all the comments and minimize resubmittals.
Fee in Lieu of Parkland Dedication (subdivisions) <i>Per single-family residential subdivision, Per unit in duplex, townhouse, or multifamily development</i>	City uses a calculator based on Sec. 23-20 of the Code of Ordinances.	Refer to Sec. 23-20 for the methodology. Link the excel calculator prepared by PARD staff	<ul style="list-style-type: none"> • No change proposed.
Land Plan/Concept Plan	50% of commercial permit plus review costs	0 - 5 acres - \$1800.00 5 - 25 acres - \$2,000.00 25- 50 acres - \$2,400.00 50 - 75 acres - \$3,000.00 75 - 100 acres - \$3, 800 >100 acres - \$4, 600	<ul style="list-style-type: none"> • Requires extensive staff review and correspondence with applicants, application processing. • Fee proportional to the size of development. • Includes review of submittals and resubmittals, application processing.
Development and Public Improvement Agreements	Admin. Fee - 5% of Project Cost (up to \$10,000.00)	Require deposit for staff/consultant expenditure. \$5000 deposit for third party reviews fees. Additional cost if any will be billed to the applicant.	<ul style="list-style-type: none"> • Requires extensive staff review and correspondence with applicants, multiple resubmittals, application processing, legal review, preparation of agenda packet.
Extension of Preliminary Plat Approval	\$0.00	\$150.00	<ul style="list-style-type: none"> • Includes staff review and application processing.
Plat Recordation	\$0.00	County recordation fee plus City expenses	<ul style="list-style-type: none"> • Similar to the fees being charged by other cities in the area. • All expenses incurred by the City to record the plat.
Recheck fees - plats and construction drawings	\$0.00	\$400/submittal, due upon resubmittal	<ul style="list-style-type: none"> • Applicable for second resubmittal onwards. First resubmittal review is free. • Requires additional staff review. • Eliminates the deposit required for engineer review. • Encourages applicants to resubmit a complete packet addressing all the comments and minimize resubmittals.

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

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

Electrical Permits*	<p>Minimum permit fee - \$20.00 Base permit fee - \$7.50 (Additional to Minimum and Base Fee) Outlets: 1-4 - \$0.00 (110) Outlet, Switch or Lighting Each (Over 4) - \$0.50 Each 220-Volt Outlet - \$5.00</p> <p>Motors: Up To, But Not Including, 1 Horsepower - \$1.00 At Least 1 Horsepower, But Less Than 2 Horsepower - \$2.00 At Least 3 Horsepower, But Less Than 10 Horsepower - \$3.00 At Least 11 Horsepower, But Less Than 25 Horsepower - \$4.00 At Least 26 Horsepower, But Less Than 150 Horsepower - \$20.00 Each Horsepower In Excess of 150 Horsepower (per Horsepower) - \$0.15</p> <p>Lightning Arresters: Lightning Arrester System Permit Fee - \$2.00 First \$1,000.00 Valuation of the Lightning Arrester System - \$10.00 Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System - \$2.00</p> <p>Sound Equipment: Up To, But Not Including, 10 Watts Output - \$10.00 At Least 10 Watts, But Less Than 25 Watts, Output - \$15.00 At Least 25 Watts, But Less Than 100 Watts, Output - \$25.00 At Least 100 Watts, But Less Than 200 Watts, Output - \$30.00</p> <p>Miscellaneous: Meter Loop (Permanent or Temporary) - \$7.50 T-Pole - \$7.50 Spike Discharge Arrester in Distribution Enclosure - \$4.00 Motion Picture Machines - \$15.00 X-Ray Machines - \$4.00 Poles, Anchors, and Guy Stubs (except power company) - \$0.50 Incandescent Electric Signs (per circuit) - \$3.00 Gas Vacuum Tube Signs (per transformer) - \$5.00 Permanently Connected Electrical Appliances & Equipment of Any Nature Not Otherwise Specified Up to 1 K.W. (inclusive, each) - \$0.75 Above 1 K.W. to 10 K.W. (per K.W.) - \$0.50 Above 10 K.W. to 50 K.W. (per K.W.) - \$0.40 Above 50 K.W. to 100 K.W. (per K.W.) - \$0.30 Above 100 K.W. (per K.W. for the first 100 K.W.) - \$0.10 Above 100 K.W. (per K.W. in excess of first 100 K.W.) - \$0.05</p>	<p>beginning at \$15, \$15 for first \$1000 plus \$5 for each \$1000 of fraction thereof.</p> <p>Accessory structure \$120-\$180 Application/processing fee - \$30.00 Minimum permit fee - \$20.00 Base permit fee - \$7.50 (Additional to Minimum and Base Fee) Outlets: 1-4 - \$0.00 (110) Outlet, Switch or Lighting Each (Over 4) - \$0.50 Each 220-Volt Outlet - \$5.00</p> <p>Motors: Up To, But Not Including, 1 Horsepower - \$1.00 At Least 1 Horsepower, But Less Than 2 Horsepower - \$2.00 At Least 3 Horsepower, But Less Than 10 Horsepower - \$3.00 At Least 11 Horsepower, But Less Than 25 Horsepower - \$4.00 At Least 26 Horsepower, But Less Than 150 Horsepower - \$20.00 Each Horsepower In Excess of 150 Horsepower (per Horsepower) - \$0.15</p> <p>Lightning Arresters: Lightning Arrester System Permit Fee - \$2.00 First \$1,000.00 Valuation of the Lightning Arrester System - \$10.00 Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System - \$2.00</p> <p>Sound Equipment: Up To, But Not Including, 10 Watts Output - \$10.00 At Least 10 Watts, But Less Than 25 Watts, Output - \$15.00 At Least 25 Watts, But Less Than 100 Watts, Output - \$25.00 At Least 100 Watts, But Less Than 200 Watts, Output - \$30.00</p> <p>Miscellaneous: Meter Loop (Permanent or Temporary) - \$7.50 T-Pole - \$7.50 Spike Discharge Arrester in Distribution Enclosure - \$4.00 Motion Picture Machines - \$15.00 X-Ray Machines - \$4.00 Poles, Anchors, and Guy Stubs (except power company) - \$0.50 Incandescent Electric Signs (per circuit) - \$3.00 Gas Vacuum Tube Signs (per transformer) - \$5.00 Permanently Connected Electrical Appliances & Equipment of Any Nature Not Otherwise Specified Up to 1 K.W. (inclusive, each) - \$0.75 Above 1 K.W. to 10 K.W. (per K.W.) - \$0.50 Above 10 K.W. to 50 K.W. (per K.W.) - \$0.40 Above 50 K.W. to 100 K.W. (per K.W.) - \$0.30 Above 100 K.W. (per K.W. for the first 100 K.W.) - \$0.10 Above 100 K.W. (per K.W. in excess of first 100 K.W.) - \$0.05</p>	<ul style="list-style-type: none"> • Similar to the fees being charged by other cities in the area. • Addition of application processing fee to recover application processing cost
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Fire Alarm Permit* (also requires yearly Alarm Registration Permit)	Fire Alarm System Permit Fee - \$2.00 For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System - \$10.00 For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm Systems - \$2.00	Application/processing fee - \$30.00 Fire Alarm System Permit Fee - \$2.00 For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System - \$10.00 For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm Systems - \$2.00	<ul style="list-style-type: none"> Similar to the fees being charged by other cities in the area. Addition of application processing fee to recover application processing cost.
Mechanical Permits*	Minimum Permit Fee - \$20.00 Basic Permit Fee - \$7.50 (Additional to Base Fee) New Home Whole System - \$75.00 Replace or Repair - \$30.00 For the first \$1,000.00 or Portion of \$1,000.00 Valuation - \$10.50 For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation - \$2.00 Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00 - \$2.00	Application/processing fee - \$30.00 Minimum Permit Fee - \$20.00 Basic Permit Fee - \$7.50 (Additional to Base Fee) New Home Whole System - \$75.00 Replace or Repair - \$30.00 For the first \$1,000.00 or Portion of \$1,000.00 Valuation - \$10.50 For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation - \$2.00 Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00 - \$2.00	<ul style="list-style-type: none"> Similar to the fees being charged by other cities in the area. Addition of application processing fee to recover application processing cost.
Plumbing Permits*	Minimum Permit Fee - \$20.00 Basic Permit Fee For Issuing Each Permit - \$7.50 (Additional to Base Fee) For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping) - \$4.00 For each water line, whether new, replacement, or repaired - \$7.50 For each sewer line, whether new, replacement, or repaired - \$7.50 For Each Water Heater and/or Vent - \$4.00 For Each Gas Piping System Outlet - \$4.00 Gas Test Final - \$7.50 For Installation of Water Piping for Water Treating Equipment - \$3.00 For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads - \$3.00 For Each Additional Lawn Sprinkler Head Inspected After Five Heads - \$0.50	Application/processing fee - \$30 Minimum Permit Fee - \$20.00 (Additional to Base Fee) For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping) - \$4.00 For each water line, whether new, replacement, or repaired - \$7.50 For each sewer line, whether new, replacement, or repaired - \$7.50 For Each Water Heater and/or Vent - \$4.00 For Each Gas Piping System Outlet - \$4.00 Gas Test Final - \$7.50 For Installation of Water Piping for Water Treating Equipment - \$3.00 For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads - \$3.00 For Each Additional Lawn Sprinkler Head Inspected After Five Heads - \$0.50	<ul style="list-style-type: none"> Similar to the fees being charged by other cities in the area. Addition of application processing fee to recover application processing cost.
Plan Review*	50% of permit fee	50% of permit fee	<ul style="list-style-type: none"> No change proposed.
Solar Panels	\$20.00 (Electrical Minimum Permit Fee)	Residential -\$35.00 flat fee Application/processing fee - \$30.00 Commercial – based on valuation beginning at \$15, \$15 for first \$1000 plus \$5 for each \$1000 of fraction thereof.	<ul style="list-style-type: none"> Similar to the fees being charged by other cities in the area. Addition of application processing fee to recover application processing cost.
Swimming Pools*	Public - \$100.00 Private-in ground - \$50.00 Private above ground - \$25.00	Application/processing fee - \$30.00 Residential: \$35.00 Commercial: \$980.00	<ul style="list-style-type: none"> Similar to the fees being charged by other cities in the area. Addition of application processing fee to recover application processing cost.
Driveways/Flat work*	\$25.00	Application/processing fee - \$30.00 Residential \$25.00 Commercial \$300.00	<ul style="list-style-type: none"> Similar to the fees being charged by other cities in the area. Addition of application processing fee to recover application processing cost.
Roof Permit - Residential	\$60.00	Application/processing fee - \$30.00 Permit fee - \$60.00	<ul style="list-style-type: none"> Similar to the fees being charged by other cities in the area. Addition of application processing fee to recover application processing cost.
Demolition Permit* (Wrecking)	\$25.00	Application/processing fee - \$30.00 Permit fee - \$50.00	<ul style="list-style-type: none"> Similar to the fees being charged by other cities in the area. Addition of application processing fee to recover application processing cost.

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

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

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

Parks and Recreation Existing Fee with Proposed Changes		
Mass Gathering*	Application Fee - \$400.00 Inspection - \$200.00	No change proposed to mass gatherings. Recommended to add a deposit for following categories: Deposits: Clean-up and/or damage deposits Level I (\$100) – Events with up to 150 anticipated attendees where little activity is anticipated, and minimal setup is required. Level II (\$250) – Events with up to 499 anticipated attendees where moderate activity is anticipated, and some setup is required. Level III (\$500) – Events with up to 999 anticipated attendees where major activity is anticipated, and major setup is required. Level IV (\$1,000) – Events with up to 3,000 anticipated attendees where maximum activity is anticipated and maximum setup is required. Level V (\$2,000) – Events with over 3,000 anticipated attendees where maximum activity is anticipated, and maximum setup is required.
Recreation Center Fees		
Membership Options		
	Monthly	Annual (Pre-Pay)
Individual Membership Individuals 12 years & Up	Current Fee: \$35.00 Proposed Fee: Resident - \$35.00 Nonresident - \$50.00	Current Fee: \$350.00 Proposed Fee: Resident - \$350.00 Nonresident - \$450.00
Family Membership Up to 6 individuals from the same household	Current Fee: \$50.00 Proposed Fee: Resident - \$50 (Up to 6 individuals) Non-Resident - \$70 (Up to 6 individuals)	Current Fee: \$500.00 Proposed Fee: Resident - \$500 (Up to 6 individuals) Non-Resident - \$900 (Up to 6 individuals)
Silver Sneaker, Silver & Fit, or Renew Active Membership (Eligible individuals)	Free Enrollment	Free Enrollment
Silver and Fit Membership Eligible individuals	Free Enrollment (City staff is proposing to remove the fee type)	Free Enrollment (City staff is proposing to remove the fee type)
Eligible Membership Discounts Seniors (60+), Active Military, First Responder	-\$10.00	-\$75.00
Day Pass		
Single Use Day Pass	\$5.00	\$5.00 (City staff is proposing to remove the fee type)
Youth (monthly)	\$25.00	(City staff is proposing to remove the fee type)
Adult Day Rate	\$5.00	(City staff is proposing to remove the fee type)
Youth Day Rate	\$4.00	(City staff is proposing to remove the fee type)
Child Day Rate	\$2.00	(City staff is proposing to remove the fee type)
Spectator	\$2.00	(City staff is proposing to remove the fee type)
Swim Diaper	\$2.00	(City staff is proposing to remove the fee type)
Use of Public Parks User fees and obligations.		
Tournament Play – Other Than a Tournament – by Sponsor, Organizer, or Person Without Lights (per tournament, per day)	\$200.00	
Tournament Play – Other Than a Tournament – by Sponsor, Organizer, or Person With Lights (per tournament, per day)	\$250.00	

Deposit for Cleaning (per tournament)	Current Fee: \$100.00 Proposed Fee: \$180.00	
Practice Games for Any Athletic Team Other Than League or Tournament Teams With Lights (per hour)	Current Fee: \$20.00 Proposed Fee: \$30.00	
Practice Games for Any Athletic Team Other Than League or Tournament Teams Without Lights (per hour)	Current Fee: \$15.00 Proposed Fee: \$25.00	
Fee for Failing to Clean Space of Litter to Satisfaction of the Parks and Recreation Department (per hour)	\$20.00	
Use of Public Parks Use of city parks by athletic teams.		
Fee per Athletic Team	\$20.00	
Tournament (per team, per tournament)	\$10.00	
Use for Practice (per team, per day)	\$10.00	
Use of Public Parks Rental and deposit rates for pavilion and park rental facilities		
	Rate	Deposit
Two Hours (Non-Resident) (Non-Member)	Current Fee: \$35.00 Proposed Fee: \$40.00	\$50.00
Two Hours (Resident) (Member)	Current Fee: \$25.00 Proposed Fee: \$30.00	\$50.00
Four Hours (Non-Resident) (Non-Member)	Current Fee: \$60.00 Proposed Fee: \$80.00	\$50.00
Four Hours (Resident) (Member)	Current Fee: \$50.00 Proposed Fee: \$60.00	\$50.00
All Day (Non-Resident) (Non-Member)	Current Fee: \$85.00 Proposed Fee: \$160.00	\$50.00
All Day (Resident) (Member)	Current Fee: \$75.00 Proposed Fee: \$120.00	\$50.00
Lakeside Park Fees (New park opened in Feb. 2023, new fees associated with this park)		
Rental	Rental Rate	
Lakeside Park Overlook	\$125.00/hr 2 hours minimum 20% of rental rate	
Lakeside Park Stage	\$50.00/hr 2 hours minimum \$100 or 20% of rental rate (whichever is greater)	
Lakeside Stage & Greenspace	\$100.00/hr 2 hours minimum 20% of rental rate	
Lakeside Pavilion & Greenspace	\$275.00/hr 2 hours minimum 20% of rental rate	
Lakeside Park Tables & Chairs Fee 25 guests	\$20.00	
Lakeside Park Tables & Chairs Fee 50 guests	\$40.00	
Lakeside Park Tables & Chairs Fee 75 guest	\$60.00	

Lakeside Park Tables & Chairs Fee 100 guests	\$80.00	
Lakeside Park Tables & Chairs Fee 150 guests	\$100.00	
Lakeside Park Tables & Chairs Fee 200 guests	\$150.00	
	Rate	Deposit
Multipurpose Room 1 w/ Kitchen (Member)	\$75.00/hr	\$100
	\$115/hr (after hours)	(\$350 w/ alcohol)
Multipurpose Room 2 w/o Kitchen (Member)	\$50.00/hr	\$100
	\$90/hr (after hours)	(\$350 w/ alcohol)
Multipurpose Rooms 1&2, Kitchen included (Member)	\$125.00/hr	\$100
	\$165/hr (after hours)	(\$350 w/ alcohol)
Gymnasium Only	\$115.00/hr	\$300 (\$600 w/ alcohol)
Gymnasium w/ Kitchen	\$140.00/hr	\$350 (\$650 w/ alcohol)
Outdoor Plaza (Member)	\$50.00/hr	\$100 (\$350 w/ alcohol)
Indoor Party Package 1-25 Guests (Member)	\$100	\$100
Indoor Party Package 26-50 Guests (Member)	\$150	\$100
Indoor Party Package 51-75 Guests (Member)	\$200	\$100
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$250	\$200
Indoor Party Package 101-150 Guests, includes MP 1&2 (Member)	\$275	\$200
Outdoor Party Package 1-25 Guests (Member)	\$75	\$100
Indoor Party Package 26-50 Guests (Member)	\$100	\$100
Indoor Party Package 51-75 Guests (Member)	\$150	\$100
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$200	\$200
Private Pool Party Package 1-25 Guests (Member)	\$200	\$200
Private Pool Party Package 26-50 Guests (Member)	\$225	\$200
Private Pool Party Package 51-75 Guests (Member)	\$250	\$200
Private Pool Party Package 76- 100 Guests, includes MP 1&2 (Member)	\$275	\$200
Private Pool Party Package 101- 150 Guests (Member)	\$350	\$200
Multipurpose Room 1 w/ Kitchen (Non-Member)	\$100.00/hr	\$100
	\$140/hr (after hours)	(\$350 w/ alcohol)

Multipurpose Room 2 w/o Kitchen (Non-Member)	\$75.00/hr \$115/hr (after hours)	\$100 (\$350 w/ alcohol)
Multipurpose Rooms 1&2, Kitchen included (Non-Member)	\$150.00/hr \$190/hr (after hours)	\$100 (\$350 w/ alcohol)
Outdoor Plaza (Non-Member)	\$75.00/hr	\$100 (\$350 w/ alcohol)
Indoor Party Package 1-25 Guests (Non-Member)	\$125	\$100
Indoor Party Package 26-50 Guests (Non-Member)	\$175	\$100
Indoor Party Package 51-75 Guests (Non-Member)	\$225	\$100
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$275	\$200
Indoor Party Package 101-150 Guests, includes MP 1&2 (Non-Member)	\$300	\$200
Outdoor Party Package 1-25 Guests (Non-Member)	\$100	\$100
Indoor Party Package 26-50 Guests (Non-Member)	\$125	\$100
Indoor Party Package 51-75 Guests (Non-Member)	\$175	\$100
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$225	\$200
Private Pool Party Package 1-25 Guests (Non-Member)	\$250	\$200
Private Pool Party Package 26-50 Guests (Non-Member)	\$275	\$200
Private Pool Party Package 51-75 Guests (Non-Member)	\$300	\$200
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$350	\$200
Private Pool Party Package 101-150 Guests (Non-Member)	\$400	\$200
Indoor or Outdoor Party Package Additional Hour(s)	\$50/hr	
Set-up Fees (non-party packages) 25 guests	\$20	
Set-up Fees (non-party packages) 50 guests	\$40	
Set-up Fees (non-party packages) 75 guests	\$60	
Set-up Fees (non-party packages) 100 guests	\$80	
Set-up Fees (non-party packages) 150 guests	\$100	
Set-up Fees (non-party packages) 200 guests	\$150	

Animals			
Permit and Renewal*	<p>Initial Permit Application Fee - \$25.00 (chicken, duck, rabbit) This fee is made to the code enforcement and not to Animal Services. We have an officer do the inspection of the property which takes about an hour. Yearly Renewal Fee of Permit Application Fee - \$5.00 (chicken, duck, rabbit)</p> <p>Inspection of Grooming Facility: Permit Fee is paid through city hall We complete the inspection of the Facility which takes 1 hour by an ACO at \$19.50 an hour.</p>	TBD	No change is proposed.
Impoundment*	<p>First Impoundment: Spayed & Neutered Dogs and Cats \$25.00 Hours Required: 1 Cost per staff: \$19.50 Cost by Dept: \$15.00 Subsequent Impoundments: Spayed & Neutered Dogs & Cats & \$50.00 Hours Required: 1 Cost per Staff: \$19.50 Cost by Dept: \$15.00 Owner Surrender of Spayed & Neutered Dogs and Cats: \$50.00 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Impoundment of intact Dogs and Cats: \$50.00 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Subsequent impoundment of intact Dogs and Cats: \$100 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Owner Surrender of intact Dogs and Cats: \$75.00 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Impoundment of Small Livestock: \$50.00 Hours Required: 2 (2 ACO) Cost per Staff: \$19.50 Cost by Dept: \$25.00 Subsequent impoundment of Small Livestock: \$100.00 Hours Required: 2 (2 ACO) Cost per Staff: \$19.50 hr. Cost by Dept: \$25.00 Impoundment of Large Livestock: \$50 Hours Required: 3 Cost per Staff: \$19.50 Cost by Dept: Subsequent impoundment of Large Livestock: \$100.00 Hours Required: 3 Cost per Staff: \$19.50 Cost by Dept: Daily handling Fee for impounded Dogs and Cats: \$15.00 Hours Required: 3 ACO for a total of 16 hrs. a day between the officers. We are currently housing 60 animals and each day the ACO have to clean each kennel, feed twice a day and take outside. This takes approximately 16 hours of manpower a day. Daily handling fee for impounded Livestock: \$20.00 Hours Required: 1 Cost per Staff: \$19.50</p>	TBD	

	Microchipping (registration): \$15.00 Hours Required: 1 Cost per Staff: \$19.50 Cost by Dept: \$7.00 Adoption Fee: \$60.00 Hours Required: 1 Cost per Staff: \$19.50		
Commercial (exhibition, grooming, dealer, stables, others) *	Show or Exhibition Permit Fee - \$100.00 Grooming Permit Fee - \$250.00 Dealer Permit (Retail and/or Wholesale Distributor) Fee - \$250.00 Commercial (Not Covered by Dealer) Fee - \$250.00 Commercial Stables Fee - \$250.00	TBD	
Alcoholic Beverages License (annual)*	License Fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person). Permit Fee – Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit).	License Fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person). Permit Fee – Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit) in compliance with state law.	
Food Establishment Permit (annual)	Sit down Dining: # of Employees (full & part-time) 1-6 employees \$200.00 7-15 Employees \$250.00 16-25 Employees \$300.00 26-35 Employees \$350.00 36-50 Employees \$400.00 51-75 Employees \$450.00 76-100 Employees \$500.00 101-150 Employees \$550.00 151+ Employees \$600.00	TBD	
School Food Service Permit (annual)	# of Employees (full & part-time) 1-6 employees \$200.00 7-15 Employees \$250.00 16-25 Employees \$300.00 26-35 Employees \$350.00 36-50 Employees \$400.00 51-75 Employees \$450.00 76-100 Employees \$500.00 101-150 Employees \$550.00 151+ Employees \$600.00	TBD	
Day Care Facility Food Permit (annual)	1-20 Children \$150.00 21-30 Children \$175.00 31-50 Children \$200.00 51-75 Children \$225.00 76-100 Children \$250.00 101-150 Children \$275.00 151-200 Children \$300.00 201-250 Children \$325.00 251-300+ Children \$350.00	TBD	
Temporary Food Establishment Permit (single event up to 2 weeks) An additional late fee of \$40.00 will be assessed if the permit is not received prior to the opening of the event.	\$40.00	TBD	

Mobile Food Unit Permit (annual)	\$250.00	\$250.00	
Additional Fees Food Permits:	Late Fee - \$50.00 Reinstatement Fee of Suspended Permit - \$75.00 Re-inspection Fee - \$150.00	Late Fee - \$50.00 Reinstatement Fee of Suspended Permit - \$75.00 Re-inspection Fee - \$150.00	
Credit Access Business Registration (annual)*	\$50.00	\$50.00	
Peddlers, Solicitors, and Transient Merchant License*	Application Fee: \$100.00 Fee for Each Additional Person's Photo Identification - \$15.00	Application Fee: \$100.00 Fee for Each Additional Person's Photo Identification - \$15.00	
Carnival License*	Application Fee - \$250.00	\$500.00	
Dance Hall Licenses* (annual)	\$25.00	\$75.00	
Amusement Redemption Machine Game Rooms*	Initial certification fee for amusement redemption machine game room required: Up to 50 Amusement Redemption Machines - \$600.00 50 and Up to 75 Amusement Redemption Machines - \$900.00 More than 75 and Up to 100 Amusement Redemption Machines - \$1200.00 More than 100 and Up to 125 Amusement Redemption Machines - \$1500.00 For Each Amusement Redemption Machine Over 125 - \$12.00 Inspection and Amusement Redemption Machine Game Room License Fee (per machine) - \$50.00 Release of Machine Sealed for Non-Payment of License Fee - \$50.00	1/2 of the State Fee plus Single Machine and single person \$500.00 2 to 3 machines or players \$1,000.00 7 to 10 machines or players \$2,500.00 11 to 20 machines or players \$5,000.00 21 or more machines or players \$10,000.00 4 to 6 Machines or Players \$1,750.00	
Sexually Oriented Businesses* (annual)	Permitting or Licensing Fee (annual) - \$1500.00	Permitting or Licensing Fee (annual) - \$1500.00	
Issuance of tax Certificate*	\$10.00	\$10.00	
Administrative Fee (Lien Processing) Recording Fee (Lien Processing)	\$40.00	\$40.00	
Penalty for Delinquent Ad Valorem Taxes* (based on amount of taxes to be paid)	20%	20%	
Permit Issuance Fee* (per car to be operated in the city for a 12-month period, ending December 31)	Vehicle Permit Issuance Fee - \$50.00 Driver Background Information Check Fee - \$10.00	Vehicle Permit Issuance Fee - \$50.00 Driver Background Information Check Fee - \$10.00	

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

City of Angleton Fee Study

Comparative Analysis

Appendix 2

10/16/2024

Example calculations are highlighted in yellow

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Administrative/Processing fee	\$0.00	\$35 (include or exclude planning applications)	Depends on the fee type		Depends on the fee type	Depends on the fee type	Depends on the fee type	\$30.00	\$15.00	\$35.00 (excluding planning applications)	\$30.00 (excluding planning applications)
Pre-development meeting		TBD	\$0.00	Not found in the ordinance	\$0.00	Not found in the ordinance	Not found in the ordinance	\$0.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Platting											
Preliminary Plat	Commercial •Less than two acres: \$1,000.00 •More than Two Acres: \$1,000.00 plus 25.00/additional acre •Plan Review Fee by City Engineer: \$1,000.00 deposit (typical review time 10-11 hours) Residential •200 Lots or less: \$800.00 plus \$6.00 per lot •More than 200 Lots: \$4.00 per additional lot over 200 •Plan Review Fee by City Engineer: \$1,000.00 deposit (typical review time 10-11 hours)	\$1000 (filing / application) fee) + + \$25/lot (residential) OR \$30/acre (commercial/multifamily) Increase per lot fee. Subsequent resubmittals \$400/resubmittal, due upon resubmittal. Sec. 23-86	\$1000 (filing / application) fee) + + \$8/lot (residential) OR \$30/acre (commercial/multifamily)	\$200.00 plus \$5.00 per acre for multiple dwelling areas, business areas or industrial areas not subdivided into lots	\$750.00 + \$10/lot (\$15/acre for reserves)	Base fee: \$750.00 plus - Commercial and Reserve Acreage, per acre fee \$15.00 Residential Single-Family, per lot -\$5.00	Base \$500.00 Plus, per lot \$3.00 Plus, per acre of reserve \$15.00	Residential Base/ Application fee : \$500.00 plus \$2 per lot plus \$50.00 per acre or fraction thereof Commercial/multi-family or other Base/ Application fee : \$750.00 plus \$750.00 plus \$50.00 per acre or fraction thereof	Residential \$750.00 plus \$2.00 per lot plus \$50.00 per acre Commercial or other \$750.00 plus \$50.00 per acre Multi-family \$750.00 plus \$10.00 per unit	\$500.00 + \$3.50 Per Lot + \$12.50 Per Acre	Filing fee: \$650.00 plus \$5.00 per lot plus \$12.50 per acre Base fee: \$400.00 covers 2 hours of review; additional review \$200.00 per hour
Example Lot Area	(filing/application) fee	\$1,000.00									
2 acres	2	\$16.00									
2 lots	2	\$60.00									
Residential (2 lots)		\$1,016.00	\$1,016.00		\$770.00	\$760.00	\$506.00	\$634.00	\$869.00	\$532.00	\$1,085.00
Commercial (2 acres)		\$1,060.00	\$1,060.00		\$770.00	\$780.00	\$506.00	\$880.00	\$865.00	\$532.00	\$1,085.00
Estimated fees for a 100 lot single-family subdivision of 25 acres	\$2,400.00	\$1,915.00	\$1,800.00	\$700.00	\$1,750.00	\$1,250.00	\$800.00	\$1,980.00	\$2,215.00	\$1,197.50	\$1,862.50
Final Plat	Commercial •Up to two acres: \$1,000.00 •More than Two Acres: \$1,000.00 plus 25.00/additional acre •Plan Review Fee by City Engineer: \$1,000.00 deposit Residential •200 Lots or less: \$800.00 plus \$6.00 per lot •More than 200 Lots: \$4.00 per additional lot over 200 •Plan Review Fee by City Engineer: \$1,000.00 deposit	\$1000 (filing /application) fee) + + \$25/lot (residential) OR \$30/acre (commercial/multifamily) Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	\$1000 (filing /application) fee) + + \$8/lot (residential) OR \$30/acre (commercial/multifamily)	\$400.00 plus \$5.00 per acre, plus county filing fees, for multiple dwelling areas, business areas or industrial areas not subdivided into lots	\$750.00 + \$25/lot and \$15/acre or fraction in reserves	Base fee: \$750.00 plus - Commercial and Reserve Acreage, per acre fee \$15.00 Residential Single-Family, per lot -\$5.00	Base \$500.00 Plus, per lot \$3.00 Plus, per acre of reserve \$15.00	Residential Base/ Application fee: \$500.00 plus \$2 per lot plus \$50.00 per acre or fraction thereof Commercial/multi-family or other: \$500.00 plus \$50.00 per acre or fraction thereof	Multi Family \$500.00 plus \$10.00 per unit Residential \$500.00 plus \$50.00 per acre Commercial or other \$500.00 plus \$50.00 per acre	\$500.00 + \$5.00 Per Lot + \$25.00 Per Acre	Filing fee: \$650.00 plus \$15.00 per lot plus \$20 per acre Base fee: \$400.00 covers 2 hours of review; additional review \$200.00 per hour
Example Lot Area	(filing/application) fee	\$1,000.00									
2 lots	2	\$16.00									
2 acres	2	\$60.00									
Residential (2 lots)		\$1,016.00	\$1,016.00		\$800.00	\$760.00	\$506.00	\$634.00	\$630.00	\$560.00	\$1,120.00
Commercial (2 acres)		\$1,060.00	\$1,060.00		\$800.00	\$780.00	\$506.00	\$630.00	\$630.00	\$560.00	\$1,120.00
Estimated fees for a 100 lot single-family subdivision of 25 acres	\$2,400.00	\$1,915.00	\$1,800.00	\$900.00	\$3,250.00	\$1,250.00	\$800.00	\$1,980.00	\$1,765.00	\$1,625.00	\$3,050.00
Replat	Commercial •Less than two acres - \$1,000.00 •More than Two Acres - \$1,000.00 plus 25.00/additional acre •Plan Review Fee by City Engineer deposit \$1,000.00 Residential •200 Lots or less - \$800.00 plus \$6.00 per lot •More than 200 Lots - \$4.00 per additional lot over 200 •Plan Review Fee by City Engineer deposit \$1,000.00	\$1000 (filing /application) fee) + + \$25/lot (residential) OR \$30/acre (commercial/multifamily) Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	\$600 plus \$6 per lot increase (residential) \$600 plus \$300/acre (non-residential and multi-family)	\$400.00 plus \$5.00 per acre, plus county filing fees, for multiple dwelling areas, business areas or industrial areas not subdivided into lots	\$500.00	\$750.00	Not found in the ordinance	Residential Base/ Application fee: \$250.00 plus \$3.50 per lot plus \$50.00 per acre or fraction thereof Commercial/multi-family or other Base/ Application fee: \$750.00 plus \$50.00 per acre or fraction thereof	\$350.00	\$500.00 + \$5.00 Per Lot + \$25.00 Per Acre	\$650.00 plus \$5.00 per lot plus \$12.50 per acre Base fee: \$400.00 covers 2 hours of review; additional review \$200.00 per hour

WORKING DRAFT

City of Angleton Fee Study

Example calculations are highlighted in yellow

Comparative Analysis

Appendix 2

10/16/2024

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Example Lot Area	Filing/application fee plus base fee	\$1,050.00									
2 lots	2	\$10.00									
2 acres	2										
Residential (2 lots)		\$1,060.00	\$600.00		\$500.00	\$750.00		\$387.00	\$350.00	\$560.00	\$1,085.00
Commercial (2 acres)		\$1,060.00	\$1,200.00		\$500.00	\$750.00		\$880.00	\$350.00	\$560.00	\$1,085.00
Development Plat	\$250.00 plus review expense	\$1000 (filing /application) fee) + \$25/lot (residential) OR \$30/acre (commercial/multifamily) Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	\$1000 (filing /application) fee) + \$8/lot (residential) OR \$30/acre (commercial/multifamily)	\$400.00 plus \$5.00 per acre, plus county filing fees, for multiple dwelling areas, business areas or industrial areas not subdivided into lots	\$750.00 plus \$15/acre			Residential Base/ Application fee : \$500.00 plus \$3.50 per lot plus \$50.00 per acre or fraction thereof Commercial/multi-family or other Base/ Application fee : \$750.00 plus \$50.00 per acre or fraction thereof	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Example Lot Area	Filing/application fee plus base fee	\$1,000.00									
2 lots	2	\$16.00									
2 acres	2	\$60.00									
Residential (2 lots)		\$1,016.00	\$1,018.00					\$637.00			
Commercial (2 acres)		\$1,060.00	\$1,060.00		\$780.00			\$880.00			
Amending Plat	\$250.00 plus review expense	\$600 filing fee plus \$6 per lot increase (residential) \$600 filing fee plus \$300/acre (non-residential and multi-family). Additional resubmittal \$400 fee due upon resubmittal.	\$600 filing fee plus \$6 per lot increase (residential) \$600 filing fee plus \$30/acre (non-residential and multi-family)	\$200.00 plus county filing fees	\$500.00	\$750.00		Residential Base/ Application fee: \$250.00 plus \$3.50 per lot plus \$50.00 per acre or fraction thereof Commercial/multi-family or other Base/ Application fee: \$750.00 plus \$50.00 per acre or fraction thereof	\$350.00	\$200.00	\$650.00 plus \$5.00 per lot plus \$12.50 per acre Base fee: \$400.00 covers 2 hours of review; additional review \$200.00 per hour
Example Lot Area	Filing/application fee plus base fee	\$600.00									
2 lots	2	\$12.00									
2 acres	2	\$60.00									
Residential (2 lots)		\$612.00	\$1,012.00		\$500.00	\$750.00		\$387.00	\$350.00	\$200.00	\$1,085.00
Commercial (2 acres)		\$660.00	\$1,060.00		\$500.00	\$750.00		\$880.00	\$350.00	\$200.00	\$1,085.00
Minor Plat	\$250.00 plus review expense	\$600 + \$6/lot (residential) \$600 + \$30/acre (nonresidential) \$150 (one existing home or business). Subsequent resubmittals \$400/resubmittal, due upon resubmittal.	\$600 + \$6/lot (residential) \$600 + \$30/acre (nonresidential) \$150 (one existing home or business)	\$200.00 plus county filing fees	\$500.00	\$750.00		Residential Base/ Application fee: \$250.00 plus \$3.50 per lot plus \$50.00 per acre or fraction thereof Commercial/multi-family or other Base/ Application fee: \$750.00 plus \$50.00 per acre or fraction thereof	\$350.00	\$200.00	\$650.00 plus \$5.00 per lot plus \$12.50 per acre Base fee: \$400.00 covers 2 hours of review; additional review \$200.00 per hour
Example Lot Area	Filing/application fee plus base fee	\$600.00									
2 lots	2	\$12.00									
2 acres	2	\$60.00									
Residential (2 lots)		\$612.00	\$1,012.00		\$500.00	\$750.00		\$387.00	\$350.00	\$200.00	\$1,085.00
Commercial (2 acres)		\$660.00	\$1,060.00		\$500.00	\$750.00		\$880.00	\$350.00	\$200.00	\$1,085.00
Vacate Plat		\$600.00/acre	\$600.00/acre	Not found in the fee ordinance	Not found in the fee ordinance	\$750.00		\$500.00		\$500.00	Not found

City of Angleton Fee Study

Comparative Analysis

Appendix 2

10/16/2024

Example calculations are highlighted in yellow

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

WORKING DRAFT

City of Angleton Fee Study

Example calculations are highlighted in yellow

Comparative Analysis

Appendix 2

10/16/2024

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Rezoning / FLUM Amendment.	\$150.00	0-5 acres - Base fee \$1000 + \$25.00/each zone 5-25 acres - Base fee \$1000 + \$25.00/each zone 25-50 acres - Base fee \$1025 + \$25.00/each zone 50-75 acres - Base fee \$1050 + \$25.00/each zone 75-100 acres - Base fee \$1075 + \$25.00/each zone 100+ acres - Base fee \$1100 + \$25.00/each zone	0-5 acres - Base fee \$1000 + \$25.00/each zone 5-25 acres - Base fee \$1000 + \$25.00/each zone 25-50 acres - Base fee \$1025 + \$25.00/each zone 50-75 acres - Base fee \$1050 + \$25.00/each zone 75-100 acres - Base fee \$1075 + \$25.00/each zone 100+ acres - Base fee \$1100 + \$25.00/each zone	No zoning	\$1,800.00	Application fee: \$50.00 plus \$25 per acre	Not found in the fee ordinance	No zoning	No zoning	\$600.00 + \$15.00 Per Acre	\$1,500.00
Rezoning Application Fee (if waiver request granted before expiration)	150% of the zoning application fee	TBD. Needs to be increased	Not found in the fee ordinance	No zoning	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Specific Use Permit	\$150.00	0-5 acres - Base fee \$1000 + \$25.00/each zone 5-25 acres - Base fee \$1000 + \$25.00/each zone 25-50 acres - Base fee \$1025 + \$25.00/each zone 50-75 acres - Base fee \$1050 + \$25.00/each zone 75-100 acres - Base fee \$1075 + \$25.00/each zone 100+ acres - Base fee \$1100 + \$25.00/each zone	0-5 acres - Base fee \$1000 + \$25.00/each zone 5-25 acres - Base fee \$1000 + \$25.00/each zone 25-50 acres - Base fee \$1025 + \$25.00/each zone 50-75 acres - Base fee \$1050 + \$25.00/each zone 75-100 acres - Base fee \$1075 + \$25.00/each zone 100+ acres - Base fee \$1100 + \$25.00/each zone	No zoning	\$1,500.00						\$2,000.00 commercial use/ religious/other nonprofit uses \$100.00 for any single-family residential SUP when application is made by owner and use is for the benefit of owner who will occupy the property \$200.00 any review of the application beyond the initial review by city personnel either prior to filing or after filing for each review requested; \$50.00 for a review of application made by the owner occupied structure/use made the basis of the SUP
Zoning Variance	\$150.00	\$500.00	\$500.00	No zoning	\$750.00	\$400.00 for each item	\$400.00	No zoning	No zoning	Residential Zoning Variance \$150.00 Commercial Zoning Variance \$300.00	\$500.00 \$200.00 any review of the appeal beyond the initial review by city personnel either prior to filing or after filing for each review requested \$50.00 for a review of appeal made by the owner occupied structure/use made the basis of the appeal.
Special Exception/BOA- (Processed same as Zoning Variance)	\$150.00	\$500.00	\$150.00 base + \$250.00 filing fee	No zoning	\$500.00	\$450.00 per item	\$400.00	Residential \$150.00 Commercial \$300.00		Residential \$150.00 Commercial \$300.00	Base fee : \$500 \$200 per hour for additional reviews

City of Angleton Fee Study

Comparative Analysis

Appendix 2

10/16/2024

Example calculations are highlighted in yellow

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Special Exception/Administrative	\$150.00	\$150.00	Not found in the fee ordinance	No zoning	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Planned Development	150% of the zoning application fee	0-5 acres - \$1800.00* 5-25 acres - \$ 2000.00* 25-50 acres - \$2400* 50-75 acres - \$3000* 75-100 acres - \$3800* 100+ acres - \$4600* Deposit required for special districts	0-5 acres - \$1800.00 5-25 acres - \$ 2000.00 25-50 acres - \$2400 50-75 acres - \$3000 75-100 acres - \$3800 100+ acres - \$4600	No zoning	Public notice fee - \$150 Small PUD - \$4000 Medium PUD - \$4000 + \$40/acre Large PUD (<1000 acre) - \$10000 plus \$30/acre Large PUD (>1000 acre) - \$20000 plus \$20/acre PUD amendment - \$500	Not found in the ordinance.	Concept Plan - \$750.00	No zoning	No zoning		\$2,500.00
Waiver Fee	\$100.00	TBD	Not found in the fee ordinance	No zoning	Not found in the fee ordinance	Not found in the fee ordinance	No zoning	No zoning	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Zoning Verification Letter (without legal review)	\$0.00	\$25 residential, \$35 commercial	\$25 residential, \$35 commercial	No zoning	\$50.00	Not found in the fee ordinance	Not found in the fee ordinance	No zoning	No zoning	Not found in the fee ordinance	\$85.00
Zoning Verification Letter/interpretation (with legal review)	\$0.00	\$25 residential, \$35 commercial Additional fee for staff/consultant expense may be required.	Not found in the fee ordinance	No zoning	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Vested Rights Verification Letter	\$0.00	\$25 residential, \$35 commercial Additional fee for staff/consultant expense may be required.	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Written Interpretation of the Code		\$25 residential, \$35 commercial Additional fee for staff/consultant expense may be required.	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Land Development Code (LDC)/Zoning Text Amendment		Not in the current fee schedule. Not introduce	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Written Interpretation		Recommended to be removed.	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Legal Lot Verification		\$25 residential, \$35 commercial Additional fee for staff/consultant expense may be required.	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Land Plan/General Plan/Conceptual Plan/Site Development Plan applications if required by the code	Commercial - Plan Review Deposit Residential -	Already listed above		Not found in the fee ordinance							

WORKING DRAFT

Commercial Building Permits

City of Angleton Fee Study

Comparative Analysis

Appendix 2

10/16/2024

Example calculations are highlighted in yellow

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Commercial Building Permits	<p>Cost of Construction: \$1,000 and Less- \$20.00 minimum</p> <p>Cost of Construction: \$1,000 to \$49,999 - \$20.00 for first \$1,000.00 of construction cost, plus \$5.00 for each additional \$1,000.00 or fraction thereof.</p> <p>Cost of Construction: \$1,000 to \$49,999- \$20.00 for first \$1,000.00 of construction cost, plus \$5.00 for each additional \$1,000.00 or fraction thereof.</p> <p>Cost of Construction: \$1,000 to \$49,999 - \$20.00 for first \$1,000.00 of construction cost, plus \$5.00 for each additional \$1,000.00 or fraction thereof.</p> <p>Cost of Construction: \$50,000 to \$99,000 - \$260.00 for first \$50,000.00, plus \$4.00 for each additional \$1,000.00 or fraction thereof.</p> <p>Cost of Construction: \$50,000 to \$99,000 - \$260.00 for first \$50,000.00, plus \$4.00 for each additional \$1,000.00 or fraction thereof.</p> <p>Cost of Construction: \$100,000 to \$499,999 - \$460.00 for first \$100,000.00, plus \$3.00 for each additional \$1,000.00 or fraction thereof.</p> <p>Cost of Construction: \$500,000 and Up - \$1,660.00 for first \$500,000.00, plus \$2.00 for each additional \$1,000.00 or fraction thereof.</p>	<p>Application fee/processing : \$30.00</p> <p>Based on valuation beginning at \$15</p> <p>\$15 for first \$1000 plus \$5 for each \$1000 of fraction thereof. Minimum \$100.00 per square feet will be used as the valuation</p> <p>Accessory structure \$120-\$180</p>	<p>Application fee/processing : \$0.00</p> <p>Based on valuation beginning at \$16.50</p> <p>\$16.50 for first \$1000 plus \$5.5 for each \$1000 of fraction thereof. Minimum \$100.00 per square feet will be used as the valuation</p> <p>Accessory structure \$120-\$180</p>	<p>First \$1,000.00 of construction value plus - up to and including \$50,000.00 - \$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand or fraction thereof, up to and including \$50,000.00</p> <p>\$50,000.00 to \$100,000.00 - \$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof to and including \$100,000.00</p> <p>\$100,000.00 to \$500,000.00 - \$460.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.00</p> <p>\$500,000.00 and up - \$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof</p> <p>Minimum fee - \$50</p>	<p>Application fee/processing : \$30</p> <p>Minimum fee-\$50.00</p> <p>\$15.00 for the first \$1,000.00 of construction value plus; \$5.00 per thousand, up to and including \$50,000.00</p> <p>\$260 for the first \$50,000.00 plus \$4 per additional thousand \$460 for the first \$100,000.00 plus \$3 per additional thousand</p> <p>\$1,660 for the first \$500,000.00 plus \$2 per additional thousand.</p>	<p>General fee : \$25.00</p> <p>plus \$0.55 per square feet</p>	<p>\$1,000.00 and less - \$20.00</p> <p>\$1,000.00 to \$50,000.00 \$20.00 for the first \$1,000.00, plus \$7.00 for each additional thousand or fraction thereof, to and including \$50,000.00.*</p> <p>\$50,000.00 to \$100,000.00 \$363.00 for the first \$50,000.00, plus \$5.50 for each additional thousand or fraction thereof, to and including \$100,000.00.*</p> <p>\$100,000.00 to \$500,000.00 \$638.00 for the first \$100,000.00, plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000.00.*</p> <p>\$500,000.00 and up \$2,238.00 for the first \$500,000.00, plus \$2.50 for each additional thousand or fraction thereof.</p>	<p>Base fee : \$50.00</p> <p>plus third party review fees</p>	<p>Application/processing fee : Not found</p> <p>Valuation of \$0 - \$20,000. \$100.00</p> <p>Valuation of \$21,000 to \$50,000 \$100.00 the 1st</p> <p>\$21,000 plus \$5.00 for each additional \$1,000 or fraction thereof, up to and including \$50,000</p> <p>Valuation of \$50,001 to \$100,000 \$260 for the 1st</p> <p>\$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, up to and including \$100,000</p> <p>Valuation of \$100,001 to \$500,000 \$460 for the 1st</p> <p>\$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof, up to and including \$500,000</p> <p>Valuation of \$500,001 and up \$1,660 for the 1st</p> <p>\$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof</p>	<p>Application fee/processing : Not found</p> <p>\$50,000.00 or Less - \$700.00 + \$5.75 per thousand over \$1,000.00 or fraction thereof</p> <p>\$50,001.00 to \$100,000.00 - \$800.00 + \$4.75 per \$1,000.00 or fraction thereof over \$50,001</p> <p>\$100,001.00 to \$500,000.00 - \$1,000.00 + \$3.50 per \$1,000.00 or fraction thereof over \$100,001</p> <p>\$500,001.00 to \$1,000,000.00 - \$3,500.00 + \$3.00 per \$1,000.00 or fraction thereof over \$500,001.00</p> <p>\$1,000,001.00 or more - \$4,064.00+ \$3.00 per \$1,000.00 or fraction thereof over \$1,000,001.00</p>	<p>Application fee/processing : \$30.00</p> <p>\$1,000.00 and less \$250 base fee.</p> <p>\$1,001.00 to \$50,000.00 - \$700.00 for the first \$1,001.00 plus \$5.75 for each additional thousand or fraction thereof, to and including \$50,000.00.</p> <p>\$50,001.00 to \$100,000.00 - \$800.00 for the first \$50,001.00 plus \$4.75 for each additional thousand or fraction thereof, to and including \$100,000.00.</p> <p>\$100,001.00 to \$500,000.00 - \$1,000.00 for the first \$100,001.00 plus \$3.50 for each additional thousand or fraction thereof, to and including \$500,000.00.</p> <p>\$500,001.00 to \$1,000,000.00 - \$3,500.00 for the first \$500,001.00 plus \$3.00 for each additional thousand or fraction thereof.</p> <p>\$1,000,001.00 and up \$4,000.00 for the first \$1,000,001.00 plus \$3.00 for each additional thousand or fraction thereof</p>
Additional Fees for Construction Building Permit	<p>Storm Water Permit - \$45.00</p> <p>If Impervious Cover >30000 square feet - \$500.00</p>	<p>Ferer to site development permit fees</p>	<p>Not found in the fee ordinance</p>	<p>Minimum amount \$45.00</p> <p>Incremental amount for each full or partial acre site, in excess of one acre \$45.00</p>	<p>Not found in the fee ordinance</p>	<p>Not found in the fee ordinance</p>	<p>Not found in the fee ordinance</p>	<p>Not found in the fee ordinance</p>	<p>Not found in the fee ordinance</p>	<p>Not found in the fee ordinance</p>	<p>Not found in the fee ordinance</p>
Commercial Development - valued at \$500,000 and an area of 5000 square feet	\$1,660.00	\$2,791.00	\$2,761.00	\$1,660.00	\$1,660.00	\$2,775.00	\$2,238.00	\$1,980.00	\$1,675.00	\$2,400.00	\$2,430.00
Commercial Development - valued at \$1 million	\$2,660.00	\$5,541.00	\$5,511.00	\$2,660.00	\$2,660.00	\$5,575.00	\$3,488.00	\$2,530.00	\$2,675.00	\$5,500.00	\$5,580.00
Residential Building Permits											
New Construction - Residential	.50 per square foot (min \$60.00)	Application fee/processing : \$30.00 .50 per square foot (min \$60.00).	\$0.41/sf (incl two-family)	\$0.40 per sq. ft.	\$0.40/sf (\$50 min)	General fee - \$25 0.35 per square feet	\$0.40 per square foot of covered area	Base fee \$30.00 plus third party review fees	0-1,500 S.F. \$785.00 1,501-10,000 S.F. \$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F. Over 10,000 S.F. \$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F	<4,000 Sq. Ft. - \$0.42/S.F. +1/2 Plan Review Fee + \$35 Application Fee + \$600 Inspection Fee =>4,000 Sq. Ft. : \$0.50/S.F. +1/2 Plan Review Fee + \$35 Application Fee + \$600 Inspection Fee Plan Review Fee is 1/2 of the calculated permit fee	Application fee - \$30 \$0.35 per square foot plus Plan checking fee (half of permit fee)
Single Family Residential - 2,000 square feet	\$1,000.00	\$1,030.00	\$822.00	\$800.00	\$820.00	\$725.00	\$800.00	\$1,020.00	\$975.00	\$1,685.00	\$1,080.00

WORKING DRAFT

City of Angleton Fee Study

Example calculations are highlighted in yellow

Comparative Analysis

Appendix 2

10/16/2024

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Alterations/Additions/Remodel - Residential	.30 per square foot (min \$20.00)	Application fee/processing : \$30.00 \$0.40/sf	120.00-\$180.00	Not found in the ordinance	\$0.40/sf (\$50 min)	General fee - \$25 plus 0.35 per square feet	\$1,000.00 and less - \$20.00 \$1,000.00 to \$50,000.00 \$20.00 for the first \$1,000.00, plus \$7.00 for each additional thousand or fraction thereof, to and including \$50,000.00.* \$50,000.00 to \$100,000.00 \$363.00 for the first \$50,000.00, plus \$5.50 for each additional thousand or fraction thereof, to and including \$100,000.00.* \$100,000.00 to \$500,000.00 \$638.00 for the first \$100,000.00, plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000.00.* \$500,000.00 and up \$2,238.00 for the first \$500,000.00, plus \$2.50 for each additional thousand or fraction thereof.	Base fee : \$30.00 plus third party review fees	\$100.00 - \$160	Additions - <4,000 Sq. Ft. - \$0.42/S.F. +1/2 Plan Review Fee + \$35 Application Fee + \$600 Inspection Fee =>4,000 Sq. Ft. : \$0.50/S.F. +1/2 Plan Review Fee + \$35 Application Fee + \$600 Inspection Fee Plan Review Fee is 1/2 of the calculated permit fee Remodel: \$0.35/S.F. + 1/2 Plan Review Fee + \$35.00 Application Fee+ \$600.00 Inspection Fee	Application fee : \$30 Over 500 square feet with a concrete foundation is a base fee of \$100.00 plus \$.08 a square foot. Over 500 square feet without concrete foundation is \$25.00 Under 500 square feet with a concrete foundation is a base fee of \$50.00 plus \$.08 a square foot. Under 500 square feet without concrete foundation is \$25.00
Single Family Residential - 500 sq ft addition	\$150.00	\$230.00	\$180.00		\$200.00	\$200.00	\$300.00	\$160.00	\$175.00	\$853.75	\$170.00
Window Replacement Permit - Residential	1-5 windows - \$25.00 6+ windows - \$50.00	Application fee/processing : \$30.00 plus \$5.00 per window	Not found in the fee ordinance	First five windows: each additional window: \$7.00 each.	Not found in the fee ordinance	Not found in the fee ordinance	\$15.00 per window	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Plan Review	50% of permit fee	50% of permit fee	50% of permit fee	50% of permit fee	50% of permit fee	50% of permit fee	50% of permit fee Additional plan reviews (after second resubmittal) \$50.00/hr	50% of permit fee Included in the building permit fee	50% of permit fee Included in the building permit fee	50% of permit fee Included in the building permit fee	50% of permit fee
Re-Inspection Fee	\$25.00	Application fee/processing : \$30.00 Residential : \$20.00 Commercial : \$100	\$75.00	\$100.00	Residential : \$50.00 Commercial : 100	Depends on the type of permit	\$50.00	Third party fees	\$100.00	\$60.00	\$50 increases in increments of \$25.00 each for each subsequent reinspection
After-hours Inspection Fee		Application fee/processing : \$30.00 Commercial - \$120 Residential - \$35	\$120.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	\$50.00/hr. (minimum charge of three hours)	Third party fees	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Permit Renewal/Extension prior to Expiration		Case by case basis decision will be made by the City.	Not found in the ordinance	If job is not completed in six months : Commercial - \$300 Residential - \$100	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	\$0.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Permit Renewal after Expiration		Case by case basis decision will be made by the City.	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	\$0.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Work without issuance of a permit	Twice the permit fee	Twice the permit fee	Twice the permit fee	Not found in the ordinance	\$200.00	Commercial - \$250 Residential - \$75	Not found in the ordinance	Twice the permit fee	Twice the permit fee	\$350.00	Twice the permit fee
Contractor Registration	\$50.00	Application/processing fee - \$30 Registration fee - \$100 As per state law Electrical, Mechanical, or Plumbing Contractors are exempt from the fee (not from the registration requirement).	Not found in the fee ordinance	Not found in the ordinance	\$0.00	Not found in the fee ordinance	\$100.00	Annual fee : \$100 per contractor (not type)	Not found in the fee ordinance	General Residential & Commercial, Irrigation, Sign & Pool: \$200.00 Annually Electrical, Plumbing & Mechanical : No Fee	Annual fee : \$100 Administration fee: \$100

WORKING DRAFT

City of Angleton Fee Study

Example calculations are highlighted in yellow

Comparative Analysis

Appendix 2

10/16/2024

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Accessory Structures (sheds, patios, pole barns, decks) - Residential If has electric/plumbing or over 200 square feet	.30 per square foot (min \$60.00)	Application/processing fee - \$30 Permit fee - .30 per square foot	\$60-\$120	Not found in the fee ordinance	Not found in the fee ordinance	\$25	Carport and/or Patio Cover \$75 Decks - \$75 flat rate	Base fee : \$30.00 plus third party fees	\$100 per trade	\$0.11 per sq. ft. + 1/2 Plan Review Fee + \$35 Application Fee + \$120 inspection fee	Over 500 square feet with a concrete foundation is a base fee of \$100.00 plus \$.08 a square foot. Permit fee for structures over 500 square feet without concrete foundation is \$25.00 Under 500 square feet with a concrete foundation is a base fee of \$50.00 plus \$.08 a square foot Construction of patios with no cover, driveways, parking lots and sidewalks. (1) Application preparation: \$30.00. (2) First driveway: \$8.00. (3) Each additional driveway: \$4.50. (4) Flatwork, parking lots and paved areas: (A) Up to 1,000 square feet: \$30.00. (B) Each additional 1,000 square feet: \$1.50. (5) Sidewalks and/or walkways. (A) First 100 linear feet: \$15.00. (B) Each additional 100 linear feet: \$3.00. (C) 1st reinspection: \$50.00. Fee increases in increments of \$25.00 for each subsequent reinspection. (i) Dumpster enclosure and pad:\$50.00.
Detached garages/Carports - Residential	\$60.00	Application/processing fee - \$30 Permit fee - \$75	Minor (one inspection) - \$60 Major (two or more inspections) - \$180	Not found in the fee ordinance	Not found in the fee ordinance	\$25	\$75.00	Base fee : \$30.00 plus third party fees	\$100 per trade	\$0.11 per sq. ft. + 1/2 Plan Review Fee + \$35 Application Fee + \$120 inspection fee	Over 500 square feet with a concrete foundation is a base fee of \$100.00 plus \$.08 a square foot. Permit fee for structures over 500 square feet without concrete foundation is \$25.00 Under 500 square feet with a concrete foundation is a base fee of \$50.00 plus \$.08 a square foot Construction of patios with no cover, driveways, (Application preparation: \$30.00. First driveway: \$8.00. Each additional driveway: \$4.50. Flatwork, parking lots and paved areas: Up to 1,000 square feet: \$30.00. Each additional 1,000 square feet: \$1.50.
Fence	\$40.00	Application/processing fee - \$30 Commercial-based on valuation beginning at \$15, \$15 for first \$1000 plus \$5 for each \$1000 of fraction there of. Accessory structure \$120-\$180	Commercial-based on valuation, \$16.50 for first \$1,000.00; \$5.50 for each \$1,000.00 or fraction thereof thereafter	Not found in the fee ordinance	\$25.00	Residential \$25.00 for first 50 linear feet plus \$10 per each additional 50 linear feet Residential Administration Fee - \$10.00 Commercial General fee - \$25 Service Fee - \$25.00 \$25.00 for first 50 linear feet plus \$10 per each additional 50 linear feet	Residential - (over 7' high only) \$0.75 for the first 50 feet, then \$10.00 for each additional 50 linear feet	Base fee : \$30.00 plus third party fees	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Solar Panels (Electrical Permit - Minimum Fee)	\$20.00 (Electrical Minimum Permit Fee)	Residential - \$35 flat fee Application/processing fee - \$30 Commercial - based on valuation beginning at \$15, \$15 for first \$1000 plus \$5 for each \$1000 of fraction there of.	Not found in the fee ordinance	Residential: Panels: First 2,000 sq. ft., base fee: \$75.00, and each additional 1,000 sq. ft.: \$20.00 each. Plan review: half of the permit fee	Not found in the fee ordinance	Electrical permit fee plus \$50 for each solar panel	\$75 flat fee	Third party fees	Not found in the fee ordinance	\$250 (Includes plan review and inspection fees)	Not found in the fee ordinance
Swimming Pools	Public - \$100.00 Private-in ground - \$50.00 Private above ground - \$25.00	Application/processing fee - \$30 Residential: \$35.00. Commercial: \$980.00.	Residential - \$350 plus \$120 electrical permit fee	Residential: \$0.70 per sq. ft. of pool area Commercial: based on valuation, same as that of commercial building permit	Information missing. Electrical and plumbing can be included in one permit, fee is based on a minimum of 25 % of the permit fee	Residential - 0.35 per surface area plus electrical permit fee	Swimming Pools without Deck - \$300.00 flat fee Swimming Pools with Deck - \$350.00 flat fee	BV fees	Not found in the fee ordinance	\$950 (Includes plan review and inspection fees)	Application - \$30.00. Commercial: \$980.00. Residential: \$110.00.

City of Angleton Fee Study

Example calculations are highlighted in yellow

Comparative Analysis

Appendix 2

10/16/2024

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Driveways/Flatwork	\$25.00	Application/processing fee - \$30 Residential \$25.00 Commercial \$300.00	Not found in the fee ordinance	\$75.00	Residential - \$100.00 per crossing Commercial - \$150 Commercial fronting TxDOT - \$50	Not found in the fee ordinance	Per approach - \$75 expansion - 0.5 per square feet	Residential Base fee: \$50.00 per crossing Commercial Base fee: \$100.00 per crossing	Not found in the fee ordinance	Residential \$95.00 Commercial \$300.00	First driveway: \$8.00. Each additional driveway: \$4.50.
Roof Permit - Residential	\$60.00	Application/processing fee - \$30 Permit fee - \$60	Not found in the fee ordinance	First 2,000 sq. ft. (20 squares), base fee \$25. Each additional 1,000 sq. ft.: \$20.00 each	Not found in the fee ordinance	Administration fee - \$10 Reroof - \$50	Single family - \$75	Base fee: \$30.00 plus third party fees	Not found in the fee ordinance	Not found in the fee ordinance	\$15.00
Demolition Permit (Wrecking)	\$25.00	Application/processing fee - \$30 Permit fee - \$50	\$60.00	\$100.00	\$50.00	Residential - \$25 admin. fee \$10 plus Commercial - \$50 plus admin. fee \$25	0 up to 100,000 cu. ft. - \$50.00 100,000 cu. ft. and over - \$0.50/1,000 cu. ft.	With utilities \$200.00 Without utilities \$50.00	Not found in the fee ordinance	\$135.00 per building	0 up to 100,000 cu. ft. - \$50.00 100,000 cu. ft. and over - \$0.50/1,000 cu. ft.
Moving Permit (Structures)	\$25.00	Application/processing fee - \$30 Permit fee - \$100	Not found in the fee ordinance	\$100.00	Not found in the fee ordinance	Not found in the fee ordinance	\$100.00	\$100.00 per structure	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Temporary Structures (including tents)		Application/processing fee - \$30 Permit fee - \$100 (over 200 square feet)	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$250 per section	Electrical permit fee For the installation of 10 kva or less - \$20.00 All loads above 10 kva - \$2.00/kva	Third party fees	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Foundation Repair or House Leveling Permit - Residential	\$50.00	Application/processing fee - \$30 Permit fee - \$75	Not found in the fee ordinance	First 50 piers: \$80.00 base fee, and each additional pier: \$3.50 each	Not found in the fee ordinance	\$50 plus admin fee \$10	\$75.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Backflow/Irrigation/Lawn Sprinkler Permit	Minimum permit fee - \$20.00 Base permit fee - \$7.50 plus FIXTURE OF TRAP - \$4.00ea WATER LINE - \$7.50ea GAS TEST FINAL - \$7.50ea SEWER LINE - \$7.50ea GAS PIPING SYSTEM - \$4.00/outlet WATER HEATER - \$4.00ea GAS OR ELECTRIC YARD SPRINKLER - \$5.00ea more than 5 heads - \$0.50ea BACKFLOW DEVICE - \$25.00ea	Application/processing fee - \$30 Backflow Device test - \$10 plus plumbing fee (\$20 application fee plus \$5 per device) Residential irrigation - \$30 Commercial irrigation - \$100	Backflow prevention assembly testing: Test report fee \$40.00 Annual registration, year \$100.00	Irrigation systems: (1) Plan review \$50.00 (2) Permit approval \$40.00 (3) On-site inspection \$40.00 (4) Re-inspection fee \$40.00	Irrigation Residential: \$140 Commercial: \$200	Part of plumbing permit Back Flow Preventers: Not a Single Irrigation - \$25 Irrigation with Backflow device - \$75 Commercial admin, fee \$25	Backflow Device test - \$10 plus plumbing fee (\$20 application fee plus \$5 per device) Residential irrigation - \$30 Commercial irrigation - Up to 5 zones \$60.00 6 to 10 zones \$80.00 11 or more zones \$100.00	\$0.00	Not found in the fee ordinance	Not found in the fee ordinance	Backflow - Not found in the fee ordinance Sprinkler: • First five (5) sprinkler heads: \$10.00 • Each additional sprinkler head: \$1.50 ea. Total of Above (Minimum \$15.00): Application Fee: \$ 30.00
Manufactured Home Park License	License Fee - \$50.00 Renewal Fee - \$50.00 Additional Fee for Each MH Space over Five Spaces - \$10.00 Transfer Fee - \$50.00	Application/processing fee - \$30 Annual fee - \$50 plus \$15 per space Transfer Fee - \$50.00	Not found in the fee ordinance	Interim license and original manufactured home park license (section 241-32), per manufactured home space \$35.00 Transfer of license for manufactured home park (section 241-32) \$50.00	Annual fee: \$100 plus \$5 per space	Annual Park Renewal Application/Registration Fee - \$25.00 New Park Application Fee - \$500.00 Park Renewal Annual Fee per Space \$20.00	Annual fee - \$50 plus \$15 per stand	Annual license fee - \$25.00 for the first 2 spaces plus \$2 per mobile home Transfer fee - \$25	Not found in the fee ordinance	Not found in the fee ordinance	Annual license fee - \$25.00 for the first 2 spaces plus \$2 per mobile home Transfer fee - \$25

City of Angleton Fee Study

Comparative Analysis

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10/16/2024

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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Recreational Vehicle Parks	Inspection Fee - \$15.00 Permit Fee - \$15.00 Annual License Fee (per RV space) - \$20.00 Transfer of License Fee (per RV space) - \$20.00	Application/processing fee - \$30 Annual fee - \$50 plus \$15 per space Transfer Fee - \$50.00	Not found in the fee ordinance	(1)Annual recreational vehicle park/resort license fee (section 24½-107)\$150.00 Plus a fee per each recreational vehicle lot (fifty dollar (\$50.00) minimum requirement)\$5.00 (2)Transfer of license for recreational vehicle park/resort (section 24½-108)\$50.00	Annual fee : \$100 plus \$5 per space	Annual Park Renewal Application/Registration Fee - \$25.00 New Park Application Fee - \$500.00 Park Renewal Annual Fee Per Space \$ 20.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Garage Sale Permit	\$2.00	\$5.00	\$20.00	\$0.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Signs											
Class I Sign - Permit Fee	\$100.00	Application/processing fee - \$30 Permitted Signage \$75.00 each sign with the sign area exceeding 72 square feet - \$150.00 each	\$16.50 for first \$1,000.00 of valuation plus \$5.50 for each \$1,000.00 of valuation or fraction thereof thereafter.	\$1,000.00 and less No fee, unless inspection required, in which case a \$15.00 fee for each inspection shall be charged \$1,000.00 to \$50,000.00 \$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.00 \$50,000.00 to \$100,000.00 \$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof to and including \$100,000.00 \$100,000.00 to \$500,000.00 \$460.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.00 \$500,000.00 and up \$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof	\$100.00+\$50.00 review fee	Administration Fee Each \$25.00 Attached Signs \$25.00 Freestanding Signs \$25.00 Outside City Limit Fee per application \$25.00	Not found in the fee ordinance	BV fees	Not found in the fee ordinance	Permitted Signage \$75.00 Each Signage With The Sign Area Exceeding 72 S.F. \$150.00 Each	Application fee: \$30 Operating permit - \$25 (A) For 1st 50 square feet of sign face: \$20.00. (B) Each square foot or fraction thereof exceeding 50 square feet: \$0.15. (1) Site inspections: (A) Ground, projecting or portable signs: \$40.00. (B) Wall, roof, marquee or canopy signs: \$20.00. (C) Site reinspection fee: \$20.00.
Class II Sign - Permit Fee	\$40.00										
Temporary/Portable Signs/Banners	\$0.00	Application/processing fee - \$30 plus permit fee - \$25 501 (c) organizations will be exempt from the permit fee requirement.	\$20.00	Grand opening banners\$15.00 Across public right-of-way\$100.00 Temporary on-premises banners/feather flags permit, each\$10.00 Temporary A-Frame sign annual permit fee \$50.00	\$0.00	\$25.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Sign Removal - Sign Seizure Fee	\$50.00	Application/processing fee - \$30 plus permit fee - \$60	\$60.00	\$50.00	\$50.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$135.00	0 up to 100,000 cu. ft. \$50.00 100,000 cu. ft. and over \$0.50/1,000 cu. ft.
Sign Removal - Storage Fee (per day)	\$5.00	Application/processing fee - \$30 plus permit fee - \$10	Not found in the fee ordinance	\$5/day	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Master/ Common Signage Plan		\$0.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Certificates of Occupancy											
Certificate of Occupancy (built out)	\$25.00 (per app)	Application/processing fee - \$30 Nonresidential - \$50 (includes inspection)	\$50.00	Not found in the fee ordinance	Nonresidential (fire inspection) : \$150	Business - \$50 Residential - \$25 (includes inspection)	\$50.00	\$76.92 (third party fee for inspection)	Not found in the fee ordinance	Included in Permit Fee	\$0.00
CO - Change in Ownership or Name	\$25.00 (per app)	Application/processing fee - \$30	Not found in the fee ordinance	Not found in the fee ordinance	Nonresidential (fire inspection) : \$150	Business - \$50 Residential - \$25 (includes inspection)	\$50.00	\$76.92 (third party fee for inspection)	Not found in the fee ordinance	Not found in the fee ordinance	\$0.00
Temporary Certificate of Occupancy		Application/processing fee - \$30 Nonresidential - \$50 (includes inspection)	\$60/division inspection	Not found in the fee ordinance	Nonresidential (fire inspection) : \$150	Business - \$50 Residential - \$25 (includes inspection)	\$50.00	\$76.92 (third party fee for inspection)	Not found in the fee ordinance	Not found in the fee ordinance	\$0.00

City of Angleton Fee Study

Comparative Analysis

Appendix 2

10/16/2024

Example calculations are highlighted in yellow

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Copy of Certificate of Occupancy	\$20.00	\$20.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$50.00	\$76.92 (third party fee for inspection)	Included in Permit Fee	Not found in the fee ordinance	\$0.00
Name/Tenant Occupancy Change	\$25.00 (per app)	Application/processing fee - \$30 Nonresidential - \$50 (includes inspection)	\$20.00	Not found in the fee ordinance	Nonresidential (fire inspection) : \$150	Not found in the fee ordinance	\$50.00	\$76.92 (third party fee for inspection)	Included in Permit Fee	Not found in the fee ordinance	\$0.00
Life/Safety Inspection Annual Registration		\$0.00	Not found in the fee ordinance		Commercial/public - \$0.00 varies for foster care, group home, multi-family, hospitals, 24 hr care facilities	Not found in the fee ordinance	\$50.00 \$150 for boarding and lodging facilities	third party fees	Not found in the fee ordinance	Not found in the fee ordinance	\$0.00
Flood											
Development activities increasing flooding or drainage problems (Flood zone permit, Grading/Clearing)	Storm Water Permit - \$45.00 Impervious Coverage >80% - \$500.00	Grading Plans Total Acreage - 0.00 to 2.99 acres \$ 300.00 Grading Plans - Total Acreage - 15.00 or greater acres \$ 500.00 Grading Plans - Total Acreage - 3.0 to 14.99 acres \$ 400.00 >15 acres - \$5.00/acre Floodplain development permit - \$100 Clearing - \$100	Grading : \$125 Civil site work - Percent of construction value --- \$16.50 for first \$1,000.00; \$5.50.00 for each \$1,000.00 or fraction thereof thereafter	Not found in the fee ordinance	Civil site improvements- \$1000 flat fee for projects up to \$100,000. Addition \$8 for each thousand over \$100,000	Grading Plans Total Acreage - 0.00 to 2.99 acres \$ 300.00 Grading Plans - Total Acreage - 15.00 or greater acres \$ 500.00 Grading Plans - Total Acreage - 3.0 to 14.99 acres \$ 400.00 >15 acres - \$5.00/acre Floodplain development permit - \$100 Clearing - \$100	Development Permit Fee (not in floodplain), \$25.00 Development Permit Fee (in floodplain) \$50.00	Base fee: Area being recontoured 0 - 2.99 Acres \$100.00 3.0 - 14.99 Acres \$200.00 15 Acres or More \$300.00	Area being recontoured 0 - 2.99 Acres \$100.00 each 3.0 - 14.99 Acres \$200.00 15 Acres or More \$300.00	Grading: 2 Acres or Less \$100.00 2.1 Acres-10 Acres \$250.00 More Than 10 Acres \$500.00	Not found in the ordinance
Flood Map Revision Review and Processing		No separate fees	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Flood Zone Confirmation		\$0.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Site Development Permit	Commercial - Residential -	Site development activities Civil construction Grading Fee Calculation: (\$0.008 x valuation of civil construction) + \$75.00 City Engineer Review Deposit - \$250 Outside Consultant Review Deposit (if required) - \$250	Civil site work - Percent of construction value --- \$16.50 for first \$1,000.00; \$5.50.00 for each \$1,000.00 or fraction thereof thereafter	Not found in the fee ordinance	Civil site improvements- \$1000 flat fee for projects up to \$100,000. Addition \$8 for each thousand over \$100,000	Application Fee \$ 700.00 Resubmittal Fee Upon Each Submittal Thereafter - Requiring City Engineer Involvement \$ 525.00 Resubmittal Fee Upon Each Submittal Thereafter - Not Requiring City Engineer Involvement \$ 100.00	Development Permit Fee (not in floodplain), \$25.00 Development Permit Fee (in floodplain) \$50.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Electrical Permits											
Electrical Permits	Minimum permit fee - \$20.00 Base permit fee - \$7.50	Application/processing fee - \$30 Minimum permit fee - \$20.00 Base permit fee - \$7.50	Commercial- \$1 - \$2000 of valuation - \$50 \$2000.01 - \$50000 - \$50 for the first \$2000 of valuation plus \$2.25 for each additional \$1000 of valuation or fraction thereof \$50000.011 to \$500000 of valuation - \$1395.50 for the first \$50000 of valuation plus \$2.25 for each additional \$1000 of valuation or fraction thereof \$500000.01 and greater in valuation - \$1395.50 for the first \$500000 of valuation plus \$3.25 for each additional \$1000 of valuation or fraction thereof	Not found in the fee ordinance	Base fee for repairs - \$100 Residential (new/addition) - \$150 Commercial (new/addition) - \$200	General Fee Flat \$ 10.00 Appliance Outlets - Other 220 V Receptacles or Outlets Each \$ 5.00 Central Heating Circuit Includes: Electric Furnace, Heat Strip, Heat Pump Each \$ 10.00 Connections: Mobile Home, Manufacturing	Permit Application Fee - \$20.00 Meter loops \$10.00 each 110 outlets \$1.00 each (All lights, switches, and receptacle openings and bell ringing transformers are classed as 110 outlets) Electrical appliances, domestic: Appliances: 220 volts - \$5.00 each	Third party review fees plus base fee	Not found in the fee ordinance	\$95.00 Residential; \$300.00 Commercial	(1) Application preparation: \$30.00. (2) Meter loop and service: (A) Max 200 AMPS: \$10.00. (B) Each additional AMP: \$0.15. (3) Outlets: \$0.50. (4) Lighting fixtures: \$0050. (5) Receptacles: \$2.00

WORKING DRAFT

City of Angleton Fee Study

Comparative Analysis

Appendix 2

10/16/2024

Example calculations are highlighted in yellow

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy	
Fixtures	<p>(Additional to Minimum and Base Fee)</p> <p>Outlets: 1-4 - \$0.00</p> <p>(110) Outlet, Switch or Lighting Each (Over 4) - \$0.50 Each 220-Volt Outlet - \$5.00</p> <p>Motors: Up To, But Not Including, 1 Horsepower - \$1.00 At Least 1 Horsepower, But Less Than 2 Horsepower - \$2.00 At Least 3 Horsepower, But Less Than 10 Horsepower - \$3.00 At Least 11 Horsepower, But Less Than 25 Horsepower - \$4.00 At Least 26 Horsepower, But Less Than 150 Horsepower - \$20.00 Each Horsepower in Excess of 150 Horsepower (per Horsepower) - \$0.15</p> <p>Lightning Arresters: Lightning Arrester System Permit Fee - \$2.00 First \$1,000.00 Valuation of the Lightning Arrester System - \$10.00 Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System - \$2.00</p> <p>Sound Equipment: Up To, But Not Including, 10 Watts Output - \$10.00 At Least 10 Watts, But Less Than 25 Watts, Output - \$10.00</p> <p>Miscellaneous: Meter Loop (Permanent or Temporary) - \$7.50 T-Pole - \$7.50 Spike Discharge Arrester in Distribution Enclosure - \$4.00 Motion Picture Machines - \$15.00 X-Ray Machines - \$4.00 Poles, Anchors, and Guy Stubs (except power company) - \$0.50 Incandescent Electric Signs (per circuit) - \$3.00 Gas Vacuum Tube Signs (per transformer) - \$5.00 Permanently Connected Electrical Appliances & Equipment of Any Nature Not Otherwise Specified Up to 1 K.W. (inclusive, each) - \$0.75 Above 1 K.W. to 10 K.W. (per K.W.) - \$0.50 Above 10 K.W. to 50 K.W. (per K.W.) - \$0.40 Above 50 K.W. to 100 K.W. (per K.W.) - \$0.30 Above 100 K.W. (per K.W. for the first 100 K.W.) - \$0.10 Above 100 K.W. (per K.W. in excess of first 100 K.W.) - \$0.05</p>	<p>(Additional to Minimum and Base Fee)</p> <p>Outlets: 1-4 - \$0.00</p> <p>(110) Outlet, Switch or Lighting Each (Over 4) - \$0.50 Each 220-Volt Outlet - \$5.00</p> <p>Motors: Up To, But Not Including, 1 Horsepower - \$1.00 At Least 1 Horsepower, But Less Than 2 Horsepower - \$2.00 At Least 3 Horsepower, But Less Than 10 Horsepower - \$3.00 At Least 11 Horsepower, But Less Than 25 Horsepower - \$4.00 At Least 26 Horsepower, But Less Than 150 Horsepower - \$20.00 Each Horsepower in Excess of 150 Horsepower (per Horsepower) - \$0.15</p> <p>Lightning Arresters: Lightning Arrester System Permit Fee - \$2.00 First \$1,000.00 Valuation of the Lightning Arrester System - \$10.00 Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System - \$2.00</p> <p>Sound Equipment: Up To, But Not Including, 10 Watts Output - \$10.00</p> <p>Miscellaneous: Meter Loop (Permanent or Temporary) - \$7.50 T-Pole - \$7.50 Spike Discharge Arrester in Distribution Enclosure - \$4.00 Motion Picture Machines - \$15.00 X-Ray Machines - \$4.00 Poles, Anchors, and Guy Stubs (except power company) - \$0.50 Incandescent Electric Signs (per circuit) - \$3.00 Gas Vacuum Tube Signs (per transformer) - \$5.00 Permanently Connected Electrical Appliances & Equipment of Any Nature Not Otherwise Specified Up to 1 K.W. (inclusive, each) - \$0.75 Above 1 K.W. to 10 K.W. (per K.W.) - \$0.50 Above 10 K.W. to 50 K.W. (per K.W.) - \$0.40 Above 50 K.W. to 100 K.W. (per K.W.) - \$0.30 Above 100 K.W. (per K.W. for the first 100 K.W.) - \$0.10 Above 100 K.W. (per K.W. in excess of first 100 K.W.) - \$0.05</p>	<p>Residential new and addition - \$200 for the first 2500 square feet and \$6.50 for every square feet to fraction there of in excess</p> <p>Residential remodels and alterations - \$120</p>	<p>Meter loop and service \$16.00 Outlets (5-40), each \$0.35 Outlets (over 40), each \$0.25 Lighting fixtures, each \$0.35 Range receptacle \$1.25 Clothes dryer \$1.25 Cooking tops \$1.25 Ovens \$1.25 Garbage disposal \$1.25 Dishwasher \$1.25 Electric heaters \$1.25 Water heaters \$1.25 Window air conditioner receptacles \$1.25 T-pole, residential \$50.00 T-pole, commercial \$150.00 Door bell transformer \$0.50 Motors, including commercial AC: Up to but not including 1/2 H.P. \$2.00 1/2 H.P. and less than 2 H.P. \$4.00 2 H.P. and less than 10 H.P. \$5.00 10 H.P. and less than 25 H.P. \$8.00 25 H.P. and less than 100 H.P. \$15.00 All over 100 H.P., per H.P. \$0.15 X-ray machines \$10.00 Signs: Gas, neon tubes shop inspection per transformer \$4.00 Incandescent and vacuum tube sign \$4.00</p>			<p>Connections, more wire, manufacturing Housing, Modular Buildings Each \$ 50.00 Generators: Includes 1 Panel & 1 Transfer Switch Each \$ 50.00 H/VAC includes: Air Handler, Condenser, Compressor Each \$ 10.00 Light Pole: Parking Lot, Ballpark, Other Each \$ 25.00 Lights, Switches, Receptacles Each \$ 0.50 Meter Loop with Disconnect Each \$ 25.00 Motors - Permanently Installed Each \$ 30.00 Other: Not Otherwise Specified Each \$ 15.00 Service Fee - Commercial Flat \$ 25.00 Sign Circuit Each \$ 20.00 Solar Panels Each \$ 50.00 Stationary Appliances: 0.5hp Max Each \$ 5.00 Sub-Panels with 8 or more Circuits Each \$ 10.00 Swimming Pool: Includes 1 Panel Circuit, Pump, Heater, Lights & Grounding Each \$ 50.00 Temporary Cut In Each \$ 10.00 Temporary Pole Service with 1 Panel Each \$ 15.00 Transformers Each \$ 30.00 Underground Wiring, Per 100 Linear Ft Each \$ 10.00 Appliance Outlets - Clothes Washer/Dryer, Dish Washer, Water Fountain, Oven, Range, Cooktop, Water Heater, Room Heater, Vent Fan, Cen</p>	<p>Any receptacle, 220 volts - \$0.00 each Cooking tops - \$5.00 each Ovens - \$5.00 each Garbage disposals - \$5.00 each Dishwashers - \$5.00 each Window air conditioner receptacles - \$5.00 each Electric bath heater - \$5.00 each Electric ranges \$5.00 each Electric water heaters \$5.00 each Motors, permanently installed: Up to 10 hp \$5.00 10 hp to less than 50 hp \$8.00 50 hp to less than 100 hp \$12.00 100 hp to less than 150 hp \$15.00 150 hp and over \$18.00 (Motor control equipment is included in motor fees.) Miscellaneous: Motion picture machines - \$8.00 each Commercial sound equipment - \$8.00 each c. X-ray machines - \$8.00 each d. Incandescent electric signs and incandescent gas or vacuum tube signs (shop inspection)- \$8.00 per circuit e. Sign installation - \$10.00 per circuit 7. Permanently connected electrical appliances and equipment of any nature not otherwise specified shall be charged as follows: 0 to 5 kw - 5.00 each over 5 kw \$0.45/kw Temporary installations such as carnivals, or similar installations of amusement, show, display or similar uses: For the installation of 10 kva or less \$20.00 All loads above 10 kva \$2.00/kva For the purpose of this classification one horsepower of motor shall be considered as one kva. Temporary pole (per installation) \$15.00 Temporary cut-in made permanent \$15.00 Additions to old work shall be charged for the same rate as new work. Reconnection fee \$20.00</p>				<p>(7) range receptacle, 220 volts - \$2.00 each (6) Clothes dryer: \$2.00. (7) Cooking top: \$2.00. (8) Oven: \$2.00. (9) Garbage disposal: \$2.00. (10) Dishwasher: \$2.00. (11) Electric heater: \$2.00. (12) Window A/C recp.: \$2.00. (13) Temporary saw pole: (A) Max 100 AMPS: \$15.00. (B) Each additional AMP: \$0.15. (14) Temporary cut in: \$15.00. (15) Reconnection fee: \$15.00. (16) Motors: (A) Up to/not including 1/2HP: \$1.00. (B) 1/2HP/less than 10HP: \$5.00. (C) 10HP/less than 50HP: \$8.00. (D) 50HP/less than 100HP: \$12.00. (E) 100HP/less than 150HP: \$15.00. (F) 150HP and over: \$18.00. (G) Generator: \$100.00. (H) X-ray machine: \$8.00. (17) Signs: Sign install inspect KVA: \$6.00. (18) 1st reinspection: \$50.00. Fee increases in increments of \$25.00 for each subsequent reinspection.</p>
Fire Alarm Permit (also requires yearly Alarm Registration Permit?)	<p>Fire Alarm System Permit Fee - \$2.00 (Is this the Base Fee?) For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System - \$10.00 For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm Systems - \$2.00</p>	<p>Application/processing fee - \$30 Fire Alarm System Permit Fee - \$2.00 For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System - \$10.00 For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm Systems - \$2.00</p>	<p>\$60 for first \$8000 of valuation plus \$5.50 for each \$1000 of valuation thereafter Plan review - half of permit fee</p>	<p>Base fee : \$100 (1) Automatic fire-extinguishing system permit: Fee per riser \$60.00 Fee per fire pump \$75.00 Fee per storage tank \$100.00 Fee per standpipe \$50.00 Fee per sprinkler head \$2.00 Fee for hydrostatic testing \$50.00 (2) Changes to existing automatic fire-extinguishing system permit: Up to 10 sprinkler heads \$75.00 Over 10 sprinkler heads, each \$2.00 (3) Wet chemical fire-extinguishing system permit: Fee per system \$100.00 Fee per device \$2.00 Fee for blow-off and functional test \$25.00 (4) Compresses gas permit: Fee per system \$50.00 (5) Fire alarm and detection system permit: Fee per FAC \$75.00 Fee per device \$2.00 Fee for functional testing \$50.00 (6) Fire pump and related equipment permit: Fee per fire pump \$75.00 Fee per jockey pump \$25.00 Fee per generator \$100.00 Fee per storage tank \$100.00 Fee for functional testing \$50.00 (7) Flammable and combustible liquids permit: Pipeline fee \$500.00 Aboveground storage tank installation fee \$200.00 Aboveground storage tank repair and removal fee \$50.00 Underground storage tank installation \$400.00 Underground storage tank repair and removal \$100.00</p>	<p>Plan review - 50% of permit cost Each smoke detector, duct detectors, heat activated devices, manual pull device, releasing device, audio/visual device, additional device - \$5 Remote annunciator \$50 Emergency public address - \$50/floor Retest fee - \$175</p>	<p>Plan review - \$100 Fire Alarm System 1 to 10 Devices \$200.00 Fire Alarm System 11 to 25 Devices \$250.00 Fire Alarm System 26 to 99 Devices \$300.00 Fire Alarm System 99 to 199 Devices \$350.00 Fire Alarm System Over 199 Devices Each additional device \$1.50 Fire Extinguishing System \$ 150.00 Access Control/Gated Access \$ 100.00 Re-Inspection Fee \$150.00 Starting Work Without a Permit 3X Regular Permit Fee Plan Review Fee (After Rejection or Resubmittal) \$150.00</p>	<p>Base \$100.00 Each Device \$5.00 Work without a permit Five times (5x) permit fee 2nd and sequential re-inspection (new construction) \$85.00 3rd and sequential re-inspection (annual inspection) \$50.00 All other permits required by Fire Code \$50.00 State required inspection fee (excluding foster care) \$50.00</p>	<p>3rd party review fees</p>	<p>3rd party review fees</p>	<p>Not found in the fee ordinance</p>	<p>Fire alarm fees. (1) Application preparation: \$30.00. (2) \$1,000.00-\$50,000.00: \$15.00. Plus \$5.00/the over \$1,000 or fraction. (3) \$50,001.00-\$100,000.00: \$260.00. Plus \$4.00/the over \$50,000 or fraction. (4) 1st reinspection: \$50.00. Fee increases in increments of \$25.00 for each subsequent reinspection</p>	

City of Angleton Fee Study

Comparative Analysis

Appendix 2

10/16/2024

Example calculations are highlighted in yellow

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
				(8)Hazardous material permit: Permit fee\$250.00 (9)Industrial ovens permit: Permit fee\$200.00 (10)LP gas permit: Permit fee\$250.00 (11)Private fire hydrant permit: Fee per hydrant\$25.00 Fee for hydrostatic testing\$50.00 (12)Spraying of dipping permit: Fee per system\$100.00 Fee per device\$2.00 Fee for blow-off and functional test\$25.00							
Mechanical Permits	Minimum Permit Fee - \$20.00 Basic Permit Fee - \$7.50 (Additional to Base Fee) New Home Whole System - \$75.00 Replace or Repair - \$30.00 For the first \$1,000.00 or Portion of \$1,000.00 Valuation \$10.50 For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation - \$2.00 Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00 - \$2.00	Application/processing fee - \$30 Minimum Permit Fee - \$20.00 Basic Permit Fee - \$7.50 (Additional to Base Fee) New Home Whole System - \$75.00 Replace or Repair - \$30.00 For the first \$1,000.00 or Portion of \$1,000.00 Valuation - \$10.50 For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation - \$2.00 Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00 - \$2.00	New residential: <1,000 square feet = \$80.00 1,001 square feet - 2,000 square feet = \$80.00 for the first 1,000 square feet + \$6.50 per 100 square feet or fraction thereof in excess of 1,000 square feet. >2,001 square feet = \$145.00 for the first 2,000 square feet + \$6.50 per 100 square feet or fraction thereof in excess of 2,000 square feet. commercial projects and residential additions, alterations and expansion \$1.00 - \$2,000.00 = \$50.00 \$2,000.01 - \$50,000.00 = \$50.00 for the first \$2,000.00 + \$2.25 for each additional \$1,000.00 or fraction thereof. \$50,000.01 - \$500,000.00 = \$158.00 for the first \$50,000.00 + \$2.75 for each additional \$1,000.00 or fraction thereof. >\$500,000.01 = \$1,395.50 for the first \$500,000.00 + \$3.25 for each additional \$1,000.00 or fraction thereof.	(1)New residential\$100.00 (2)New commercial\$150.00 (3)Repairs\$50.00 (4)Installation of ventilation duct with or without hood screen: Dwelling kitchen/bath with independent venting system\$2.00 (5)Commercial industrial, institutional kitchen hood/venting system gravity system\$5.00 (6)Commercial, industrial, institutional kitchen hood/venting system per installation: Forced Air (Mech) Under 4,000 CFM, each\$7.00 Over 4,000 CFM, each\$10.00 (7)Industrial ventilation systems to comply with occupancy (no comfort cooling treatment) Forced air mechanical (each power unit)\$4.00 Gravity system (each install)\$2.00 Dryer vent\$2.00 (8)Installation/replacement of furnace: Up to 80,000 btu, 14 KW\$10.00 Above 80,000 btu, 14 KW (additional)\$5.00 (9)Installation of gas piping system One to five (5) outlets\$1.50 Six (6) or more (per outlet)\$0.30 (10)Each appliance, smoke stack, metal fireplace or equipment governed by code but not classified: Stack construction under fifteen (15) feet in total height\$3.00 Stack construction in excess of fifteen (15) feet in height\$6.00 (11)Air conditioner installation/replacement: Up to three (3) tons\$10.00 Each additional ton or fraction\$5.00 Each air outlet of duct air system ventilation, HVAC\$0.25 Each expansion coil, chilled water coil\$2.00 Each separate cooling tower\$2.00 Evaporative coolers\$2.00 (12)Special inspection investigation to determine code compliance, per hour or fraction thereof\$25.00 (13)Residential reinspection fee (payable in advance)\$50.00 (14)Commercial reinspection fee (payable in advance)\$100.00	Base fee for repairs - \$100 Residential (new/addition) - \$150 Commercial (new/addition) - \$200	Administration Fee Flat \$ 25.00 General Fee Flat \$ 10.00 Each Intake or Exhaust Duct Fan Each \$ 25.00 HVAC System, Complete Each \$ 65.00 Repairs: Compressor, Blower, Condenser, Furnace, other Repairs/Replacements - Each Component Each \$ 35.00 Repairs: Compressor, Blower, Condenser, Furnace, other Repairs/Replacements - Maximum \$ 65.00 Kitchen Ventilation Hood - Per Linear Ft Each \$10.00 Mechanical Permit - Per Sq Ft Each \$ 0.35	Permit Application Fee - 20.00 Fee + Replacement - 2% of total job cost New Construction - \$10.00 per ton Commercial kitchen exhaust Permit Application fee - \$20.00 Fee + Replacement or New Construction - 2% of total job cost	3rd party review fees	Residential - \$100	Residential - \$95.00 Commercial - \$300.00	(1) Application preparation: \$30.00. (2) \$20.00 basic. (3) \$10.00 first \$1,000.00 of valuation of work. (4) \$3.00 each additional \$1,000.00 or fraction of valuation of work. (5) 1st reinspection: \$50.00. Fee increases in increments of \$25.00 for each subsequent reinspection
Re-inspection	\$25.00										
Plumbing Permits	Minimum Permit Fee - \$20.00 Basic Permit Fee For Issuing Each Permit - \$7.50 (Additional to Base Fee) For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping) - \$4.00 For each water line, whether new, replacement, or repaired - \$7.50 For each sewer line, whether new, replacement, or repaired - \$7.50 For Each Water Heater and/or Vent - \$4.00 For Each Gas Piping System Outlet - \$4.00 Gas Test Final - \$7.50 For Installation of Water Piping for Water Treating	Application/processing fee - \$30 Minimum Permit Fee - \$20.00 (Additional to Base Fee) For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping) - \$4.00 For each water line, whether new, replacement, or repaired - \$7.50 For each sewer line, whether new, replacement, or repaired - \$7.50 For Each Water Heater and/or Vent - \$4.00 For Each Gas Piping System Outlet - \$4.00 Gas Test Final - \$7.50 For Installation of Water Piping for Water Treating	New residential <1,000 square feet - \$80.00 1,001 square feet to 2,000 square feet - \$80.00 for the first 1,000 square feet + \$6.50 per 100 square feet or fraction thereof in excess of 1,000 square feet. >2,001 square feet = \$145.00 for the first 2,000 square feet + \$6.50 per 100 square feet or fraction thereof in excess of 2,000 square feet. Commercial, residential additions, alterations and expansion	(1)New residential\$100.00 (2)New commercial\$150.00 (3)Repairs\$50.00 (4)Fixtures\$2.50 (5)Anti-siphon devices\$2.00 (6)House sewer laterals\$5.00 (7)Gas piping system: One to five (5) outlets\$5.00 Six (6) or more outlets, each\$1.00 (8)Remodel or replace water heater\$7.00 (9)Swimming pool: Commercial\$25.00 Residential, small\$15.00	Base fee for repairs - \$100 Residential (new/addition) - \$150 Commercial (new/addition) - \$200	Administration Fee for Commercial - \$25.00 General Fee - \$ 0.00 Back Flow Preventers: Not a Single Irrigation \$25.00 Gas Test Only: Repairs, Annual, Other \$25.00 Irrigation; includes one Backflow Device \$75.00 Items Not Otherwise Specified \$5.00 Manufacturing Housing/Modular Building - Sewer Connection \$25.00 Manufacturing Housing/Modular Building - Water Connection \$25.00	Application Fee \$20.00 (base fee) + Small Fixtures - \$5.00 per fixture (water closets, lavatories, tubs, showers, disposals, dishwashers, urinals, drinking fountains, sinks, washing machines, water heater, floor drain, a/c drain, vacuum breakers, ice maker, backflow device, gas range top, gas oven, gas water heater, gas bath heaters, miscellaneous) Large Fixtures - \$5.00 per fixture (water piping, sewer line, grease trap) Gas Test Only - \$25.00 Gas Piping with 1-4 Openings - \$20.00 Over 4 Gas Openings (per opening) - \$5.00	3rd party fees	3rd party fees	Residential - \$95.00 Commercial - \$300.00	Plumbing. (1) Application preparation: \$30.00. (2) Minimum fee: \$15.00. (3) Each fixture: \$3.00. (4) Each house sewer: \$10.00. (5) Each house sewer repair: \$10.00. (6) Water heater and/or vent: \$5.00. (7) Each house water supply: \$10.00. (8) Each house water supply repair: \$10.00. (9) Disconnect and plug main sewer trap: \$10.00. (10) Catchbasins and area drains: \$5.00. (11) Roof or outside drain connected to drain system: \$5.00.

City of Angleton Fee Study

Comparative Analysis

Appendix 2

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Example calculations are highlighted in yellow

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
	Equipment - \$3.00 For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads - \$3.00 For Each Additional Lawn Sprinkler Head Inspected After Five Heads - \$0.50	Equipment - \$3.00 For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads - \$3.00 For Each Additional Lawn Sprinkler Head Inspected After Five Heads - \$0.50	\$1.00 to \$2,000.00 = \$50.00 \$2,000.01 to \$50,000.00 = \$50.00 for the first \$2,000.00 + \$225 for each additional \$1,000.00 or fraction thereof. \$50,000.01 to \$500,000.00 = \$158.00 for the first \$50,000.00 + \$2.75 for each additional \$1,000.00 or fraction thereof. \$500,000.01 and greater = \$1,395.50 for the first \$500,000.00 + \$325.00 for each additional \$1,000.00 or fraction thereof.	Residential, large\$25.00 (10)Installation or repair of water piping\$5.00 (11)Repair drainage or vent piping\$2.00 (12)Sprinkler system installation\$30.00 (13)Gas piping alteration or repair, gas test\$20.00 (14)Storm sewer (plus each inlet at five dollars (\$5.00) each)\$25.00 (15)Pre-treatment interceptors and appurtenances\$2.00 (16)Grease trap\$20.00 (17)Septic tank and appurtenances\$20.00 (18)Heating system\$2.00 (19)Air-conditioning system\$2.00 (20)Trailer opening: One\$8.00 Two (2)\$10.00 More than two (2), each additional\$2.00 (21)Gas light\$1.00 (22)Re-inspection fee: Residential (payable in advance)\$50.00 Commercial (payable in advance)\$100.00		Manufacturing Housing/Modular Building Gas Connection \$25.00 Medical Gas System Flat \$25.00 Outside City Limits Fee Flat \$25.00 Plumbing Fixture, Trap, set of Fixtures on one Trap (Including Water and Drainage Piping) \$5.00 Roof Drain \$ 5.00 Sewer Yard Line \$ 25.00 Storm Sewer Tie In \$ 20.00 Waste Interceptor Each \$ 25.00 Water Heater \$ 10.00 Water Treating Equipment Each System \$ 10.00 Water Yard Line \$ 25.00 New Gas Piping/Outlets with Required Gas Test Included - Gas Outlets 1 to 4 \$ 25.00 New Gas Piping/Outlets with Required Gas Test Included - Gas Outlets Over 4 \$ 5.00 Medical Gas System - Each Outlet \$ 5.00					(12) Water piping for water treatment equipment: \$5.00. (13) Lawn sprinkler with 5 heads: \$10.00. (14) Each additional sprinkler head: \$1.50. (15) 1st reinspection: \$50.00. Fee increases in increments of \$25.00 for each subsequent reinspection. (16) Fire sprinkler system per head: \$1.50. (d) Gas. (1) Application preparation: \$30.00. (2) Minimum fee to 5 outlets: \$15.00. (3) Each additional outlet: \$1.00. (4) Gas fixtures (furnace, A/C, etc., per unit): \$10.00. (5) 1st reinspection: \$50.00. Fee increases in increments of \$25.00 for each subsequent reinspection.
Alarm Systems											
Residential	Registration - Initial Residential Fee (per year) - \$25.00 Residential Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$25.00 Fine for 4th & 5th False Alarm (Burglar) (each) - \$50.00 Fine for 6th & 7th False Alarm (Burglar) (each) - \$75.00 Fine for 8th or More False Alarm (Burglar) (each) - \$100.00 Fine for 4th False Alarm (Hold-Up/Panic) (each) - \$50.00 Fine for 5th or More False Alarm (Hold-Up/Panic) (each) - \$75.00 Fine for 4th False Alarm (Fire) (each) - \$50.00 Fine for 5th False Alarm (Fire) (each) - \$75.00 Fine for 6th or More False Alarm (Fire) (each) - \$100.00	Registration - Initial Residential Fee (per year) - \$25.00 Residential Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$25.00 Fine for 4th & 5th False Alarm (Burglar) (each) - \$50.00 Fine for 6th & 7th False Alarm (Burglar) (each) - \$75.00 Fine for 8th or More False Alarm (Burglar) (each) - \$100.00 Fine for 4th False Alarm (Hold-Up/Panic) (each) - \$50.00 Fine for 5th or More False Alarm (Hold-Up/Panic) (each) - \$75.00 Fine for 4th False Alarm (Fire) (each) - \$50.00 Fine for 5th False Alarm (Fire) (each) - \$75.00 Fine for 6th or More False Alarm (Fire) (each) - \$100.00	Registration fee - \$15	Not found in the ordinance	\$50/year False Burglar/fire alarm \$50- \$100 based on the number of false alarms within one year	New Permit Annual Fee \$20.00 Renewal Fee (Annual) \$10.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	New/first year -50.00 Renewal - \$25 False Alarms 0-3rd Response - \$0 4th-5th Response - \$25.0 6th-7th Response - \$50.00 8th+ Response - \$100.00	
Commercial	Registration - Initial Commercial Permit Fee (per year) - \$50.00 Commercial Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$50.00 Fine for 4th & 5th False Alarm (Burglar) (each) - \$50.00 Fine for 6th & 7th False Alarm (Burglar) (each) - \$75.00 Fine for 8th or More False Alarm (Burglar) (each) - \$100.00 Fine for 4th False Alarm (Hold-Up/Panic) (each) - \$100.00 Fine for 5th or More False Alarm (Hold-Up/Panic) (each) - \$200.00 Fine for 4th False Alarm (Fire) (each) - \$100.00 Fine for 5th False Alarm (Fire) (each) - \$200.00 Fine for 6th or More False Alarm (Fire) (each) - \$300.00	Registration - Initial Commercial Permit Fee (per year) - \$50.00 Commercial Fees and Fines: Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost - \$50.00 Fine for 4th & 5th False Alarm (Burglar) (each) - \$50.00 Fine for 6th & 7th False Alarm (Burglar) (each) - \$75.00 Fine for 8th or More False Alarm (Burglar) (each) - \$100.00 Fine for 4th False Alarm (Hold-Up/Panic) (each) - \$100.00 Fine for 5th or More False Alarm (Hold-Up/Panic) (each) - \$200.00 Fine for 4th False Alarm (Fire) (each) - \$100.00 Fine for 5th False Alarm (Fire) (each) - \$200.00 Fine for 6th or More False Alarm (Fire) (each) - \$300.00	Registration fee Burglar - \$30 Burglar & hold-up panic - \$40 Fire - \$20	Not found in the ordinance	\$100/year False Burglar/fire alarm \$50- \$100 based on the number of false alarms within one year	New Permit Annual Fee \$20.00 Renewal Fee (Annual) \$10.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	New/renewal - \$100 0-3rd Response - \$0 4th-5th Response - \$50.00 6th-7th Response - \$75.00 8th+ Response - \$75.00	Not found in the ordinance
Pipeline Permit	New Pipeline Permit Fee - \$1,200.00 Adjusted, Relocated, or Replaced Pipeline Permit Fee - \$500.00 Transfer of Ownership Fee - \$50.00	New Pipeline Permit Fee - \$1,200.00 Adjusted, Relocated, or Replaced Pipeline Permit Fee - \$500.00 Transfer of Ownership Fee - \$50.00	Drilling/complete/operate oil well - \$2500	Fir permit - \$500 Pipeline fees: (1) Permit fee - nonrefundable administrative application fee \$5,000.00 (2) Annual fees: Crossing right-of-way or easement, per year \$1,000.00 per crossing Occupying right-of-way or easement, first year \$21.00 per rod Occupying right-of-way or easement, subsequent years \$7.50 per rod A pipeline owner may pay up to ten (10) years of annual fees in advance in one lump sum payment. Payment of annual right-of-way or easement fees is cumulative of, and in addition to, any permit fees.	Plan review fee - 50% of permit cost Permit fee - \$600 Drilling - \$1000 plus additional fee for retest/cover etc. Pipeline franchise: Registration fee - \$100 Deposit - \$5000 admin. application fee - \$500 City inspection fee - \$150/hr	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Oil and gas drilling - \$500	Oil and gas drilling - \$2500

City of Angleton Fee Study

Comparative Analysis

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Example calculations are highlighted in yellow

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Fire Prevention and Life Safety Protection	Underground/Above Ground Storage Tank Permit Fee - \$50.00 Automatic Fire Alarm System (Install or Addition) Permit Fee - \$25.00 Fire Suppression System (Install or Addition) Permit Fee - \$75.00	Underground/Above Ground Storage Tank Permit Fee - \$50.00 Automatic Fire Alarm System (Install or Addition) Permit Fee - \$25.00 Fire Suppression System (Install or Addition) Permit Fee - \$75.00	Not found in the ordinance	Not found in the ordinance	Under/above ground storage tank - \$150	Permit fee - \$25 plus additional fire marshal operational permit fee for the material being stored Flammable - \$350	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Application fee - \$25 plus additional fee for the type of material Flammable liquids - \$65
Fee in Lieu of Parkland Dedication (subdivisions)											
Per single-family residential subdivision	\$575: Refer to Sec. 23-20	Refer to Sec. 23-20 for the methodology. Link the excel calculator prepared by PARD staff	Fee in lieu of land - \$1,225 per DU Park development fee including the fee for land - 1517 per DU	\$700 per DU	\$900 per DU	Not found in the ordinance	\$1700 per DU	Based on appraisal district's assessment	Not found in the ordinance	Fee in lieu of the land - \$350	Not found in the ordinance
Per unit in duplex, townhouse, or multifamily development:	\$475: Refer to Sec. 23-20	Refer to Sec. 23-20 for the methodology. Link the excel calculator prepared by PARD staff	\$900 per DU Park development fee including the fee for land - \$1114 per DU		\$900 per DU	Not found in the ordinance	\$1700 per DU	Based on appraisal district's assessment	Not found in the ordinance	Fee in lieu of the land - \$350	Not found in the ordinance
Sidewalk (fee in-lieu)											
		\$7/square feet	\$7/square feet. TBD.	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Right-of-Way Construction Permit - Non-Franchise Utilities Must Register as Contractor with City	\$1000.00 (subject to additional fees, if deemed applicable)	\$1000.00 (subject to additional fees, if deemed applicable)	Waiver of encroachment - \$500	Permit fee for construction, replacement or installation of facilities in public rights-of-way : \$50.00 plus \$0.10 per linear foot of the facility Driveway and culvert permits : \$75.00 Rental fee (electric and gas utilities) : 2% of the gross receipts received from business conducted in city limits	Right-of way crossing \$1,000.00/crossing Right-of way, first year per rod \$21.00 Annual renewal, per rod \$7.50	Not found in the ordinance	Small cell network poles: Application Fees: a. Application covering up to five network nodes - \$500.00 b. Each additional network node per application - \$250.00 c. Application for each pole - \$1,000.00 Annual public right-of-way rate per network node installed - \$250.00	\$0.00 (Not allowed to charge fee if there is an existing franchise agreement)	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Right-of-Way Construction Permit - Franchise Must Register as Contractor with City	\$200.00 (subject to additional fees, if deemed applicable)	May not be allowed to charge a fee if there is a franchise agreement.									
Drainage Pipe/Culvert	\$25.00	Residential - \$95.00 Commercial - \$300.00	Not found in the fee ordinance	\$75.00	\$100.00	Not found in the fee ordinance	\$200 \$15/foot for extension	If City installs: \$350.00 Inspection only: \$76.92	Not found in the fee ordinance	Residential - \$95.00 Commercial - \$300.00	Not found in the fee ordinance
Alley/Easement Abandonment Fee		Application/processing fee - \$30 plus cost of publications	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Consent to encroach City ROW		Can be combined with ROW permit	Waiver of encroachment - \$500	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Excavations within Existing Streets		Can be combined with ROW permit	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Water Wells		Application/processing fee - \$30 Private water wells - \$200 Annual fee - \$25	Not found in the fee ordinance	Not found in the fee ordinance	\$50	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$100 plus annual fee of \$25
Special Districts	Initial Deposit Sum - \$25,000.00 Additional Deposit Sum - \$10,000.00	No change proposed	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$2,500.00

City of Angleton Fee Study

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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Development and public improvement agreements	Admin. Fee - 5% of Project Cost (up to \$10,000.00)	\$5000 deposit for third party reviews fees. Additional cost if any will be billed to the applicant.	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Animals											
Permit and Renewal	Initial Permit Application Fee - \$25.00 (chicken, duck, rabbit) This fee is made to the code enforcement and not to Animal Services. We have an officer do the inspection of the property which takes about an hour. Yearly Renewal Fee of Permit Application Fee - \$5.00 (chicken, duck, rabbit) Inspection of Grooming Facility: Permit Fee is paid through city hall We complete the inspection of the Facility which takes 1 hour by an ACO at \$19.50 an hour.	TBD	No registration required Microchipping - \$25	Microchip for each animal, except those canines exempt by law \$25.00 Quarantine fee \$150.00 for each ten (10) day quarantine as required by state statute. After the mandatory quarantine above, the same fees for each quarantine shall apply as those for impound fee. Adoption An adoption fee of \$20.00 will be charged upon successful completion of all necessary provisions. Kennel license: Class I (5-8 dogs): Two-year license, unaltered*\$30.00 Two-year license, altered*\$15.00 Class II (9+ dogs): Two-year license, unaltered*\$60.00 Two-year license, altered*\$30.00 Cattery license: Cattery license (5+ cats): Two-year license, unaltered*\$30.00 Two-year license, altered*\$15.00 Animal seller permit: Permit fee, per thirty-day permit\$15.00 Animal rescuer: For five (5) to eight (8) dogs or cats on a parcel one-half (.5) acre to one acre\$15.00 For nine (9) or more dogs or cats, on a parcel one acre or larger\$30.00 Petting zoo permit: Required permit fee\$100.00 Owner-surrendered animals: City resident - for each animal or fowl, excluding livestock or exotics\$30.00 Nonresident - for each animal or fowl, excluding livestock and exotics\$45.00	Registration Fee: \$10.00 - without proof of Spay or Neuter \$5.00 - with proof of Spay or Neuter Impoundment - \$30 plus \$5/day	Dangerous dog annual registration fee - \$50.00	Boarding Fee Per Night - \$15.00 Repeat Offense Per Night - \$25.00 Quarantine Fee - \$50.00 Impound Fee - \$10.00 Repeat Offense - \$20.00 Tag Fee - \$10.00 Tag Fee for Altered Pet - \$1.00 Microchip Identification Fee (when purchased by Public; included in adoption price) - \$20.00 Owner Turn-In Fee - \$25.00 Dog Adoption Fee (Under 40lbs) - \$99.00 Dog Adoption Fee (Over 40lbs) - \$25.00 Cat Adoption Fee - \$49.00 Stray Intake Fee - \$35.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Livestock permit fee - \$20 Animal license fee - \$2 Redemption of impounded licensed dogs, 1st impoundment- \$25 plus \$5/day 2nd impoundment - \$40 plus \$5/day 3rd impoundment - \$75 plus \$5/day Redemption of impounded livestock or fowl: \$25 plus \$5/day
Impoundment	First Impoundment: Spayed & Neutered Dogs and Cats \$25.00 Hours Required: 1 Cost per staff: \$19.50 Cost by Dept:\$15.00 Subsequent Impoundments: Spayed & Neutered Dogs & Cats \$50.00 Hours Required: 1 Cost per Staff: \$19.50 Cost by Dept: \$15.00 Owner Surrender of Spayed & Neutered Dogs and Cats: \$50.00 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Impoundment of intact Dogs and Cats: \$50.00 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Subsequent impoundment of intact Dogs and Cats: \$100 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Owner Surrender of intact Dogs and Cats:\$75.00 Hours Required: 1 Cost per Staff: \$19.50 hr. Cost by Dept: \$15.00 Impoundment of Small Livestock: \$50.00 Hours Required: 2 (2 ACO) Cost per Staff: \$19.50 Cost by Dept: \$25.00 Subsequent impoundment of Small Livestock:\$100.00 Hours Required: 2 (2 ACO) Cost per Staff: \$19.50 hr. Cost by Dept: \$25.00 Impoundment of Large Livestock:\$50 Hours Required: 3 Cost per Staff: \$19.50 Cost by Dept: Subsequent impoundment of Large Livestock: \$100.00 Hours Required: 3 Cost per Staff:\$19.50 Cost by Dept: Daily handling Fee for impounded Dogs and Cats: \$15.00 Hours Required: 3 ACO for a total of 16 hrs. a day between the officers. We are currently housing 60 animals and each day the ACO have to clean each kennel, feed twice a day and take outside. This takes approximately 16 hours of manpower a day. Daily handling fee for impounded Livestock: \$20.00 Hours Required: 1 Cost per Staff: \$19.50 Microchipping (registration): \$15.00 Hours Required: 1 Cost per Staff: \$19.50 Cost by	TBD	1st impound\$30.00 2nd impound\$40.00 3rd impound\$50.00 Adoption unaltered\$35.00 Adoption altered with rabies\$90.00 Adoption altered w/out rabies\$75.00 Livestock impound per head\$125.00 2nd impound\$150.00 3rd impound\$200.00 Quarantine impound\$60.00 Daily board domestic, per day\$10.00 Daily board livestock, per day\$30.00 Dangerous dog registration\$100.00 Disposal domestic animals: Up to 25 lbs.\$30.00 26 lbs. to 60 lbs.\$60.00 61 lbs. and over\$90.00 Large animal contract\$375.00 Euthanasia on demand\$60.00 Surrender of owned pet\$50.00 Cat carrier\$5.00 Micro-chip implant includes chip registration\$25.00	Impound fee \$15.00 for each animal or fowl, excluding livestock or exotic, for each day or part of a day after the first day of impoundment							

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Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
	<p>Adoption Fee: \$60.00 Hours Required: 1 Cost per Staff: \$19.50</p>										
Commercial (exhibition, grooming, dealer, stables, others)	<p>Show or Exhibition Permit Fee - \$100.00 Grooming Permit Fee - \$250.00 Dealer Permit (Retail and/or Wholesale Distributor) Fee - \$250.00 Commercial (Not Covered by Dealer) Fee - \$250.00 Commercial Stables Fee - \$250.00</p>	TBD	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance
Food/Health											
Alcoholic Beverages License (annual)	<p>License Fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person). Permit Fee - Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit).</p>	No change proposed	<p>BE—(Malt beverage)Retail dealer's on-premises license\$150.00 BQ—Wine and malt beverage retailer's off-premises permit\$60.00 BF—Retail dealer's off-premises license\$60.00 BG—Wine and malt beverage retailer's permit\$175.00 MB—Mixed beverage restaurant w/food and beverage certification\$750.00 BP—Brew pub license\$500.00 P—Package store\$500.00 X—Market research packager's permit\$300.00 O—Private carrier's permit\$30.00 G—Winery permit\$75.00 Peddlers permit: Primary permit holder, max of 3 mo.\$75.00 Assistant working under primary, per mo./per assistant\$5.00 Surety bond (required)\$1,000.00 Pre-opening inspection fee \$100.00 Re-inspection fee for failing initial inspection \$75.00</p>	<p>(a)For person(s) holding a mixed beverage permit and mixed beverage with food and beverage certificate (FB) and (MB), \$750.00 every two years. (b)For person(s) holding a wine and malt beverage retailer's permit (BG) on-premises permit, \$175.00 every two years. (c)For person(s) holding a wine and malt beverage retailer's permit (BQ) off-premises permit, \$60.00 every two years. (d)For person(s) holding a malt beverage retail dealer's (BF) off-premises permit, \$60.00 every two years.</p>	Maximum half of TABC license fee	Half of TABC license fee	Generally half of TABC license fee	Not found in the fee ordinance	Not found in the fee ordinance	Half of TABC license fee	Not found in the fee ordinance
Food Establishment Permit (annual)	<p>Sit down Dining: # of Employees (full & part-time) 1-6 employees \$200.00 7-15 Employees \$250.00 16-25 Employees \$300.00 26-35 Employees \$350.00 36-50 Employees \$400.00 51-75 Employees \$450.00 76-100 Employees \$500.00 101-150 Employees \$550.00 151+ Employees \$600.00</p>	<p>Application Fee \$125.00 Plan Review Fee \$500.00 1-4 Employees \$225.00 5-9 Employees \$475.00 10-25 Employees \$725.00 26-50 Employees \$950.00 51-100 Employees \$1,250.00 101 or More Employees \$1,500.00</p>	<p>Full service 1-4 employees \$150.00 5-9 employees \$200.00 10-25 employees \$350.00 26-50 employees \$500.00 51-100 employees \$600.00 101 or more employees \$750.00 Limited preparation 1-4 employees \$125.00 5-9 employees \$150.00 10-25 employees \$200.00 26-50 employees \$225.00 51-100 employees \$250.00 101 or more employees \$250.00 Pre-opening inspection fee \$100.00 Re-inspection fee for failing initial inspection \$75.00 Health certificate: 1-5 employees\$75.00 6-10 employees\$100.00 11-15 employees\$125.00 16-20 employees\$150.00 21 or more employees\$200.00 Pre-opening inspection fee \$100.00 Re-inspection fee for failing initial inspection \$75.00</p>	<p>(a)Less than 1,000 sq. ft.\$125.00 (b)1,000 to 10,000 sq. ft.\$250.00 (c)10,001 sq. ft. and more\$468.75</p>	<p>Biannual inspection <1000 square feet - \$200 1001-10000square feet - \$400 >10000 square feet - \$600</p>	<p>Food Dealer Annual: 1-4 Employees \$200.00 Food Dealer Annual: 5-9 Employees \$300.00 Food Dealer Annual: 10-25 Employees \$400.00 Food Dealer Annual: 26-50 Employees \$500.00 Food Dealer Annual: 51-100 Employees \$600.00 Food Dealer Annual: 101 & more Employees \$700.00 Food Dealer Other: Complaint Inspection Fee \$150.00 Food Dealer Other: Late Fee for Expired Annual Permits \$100.00 Food Dealer Other: Plan Review \$100.00 Food Dealer Other: Pre-Opening & Post Opening Inspections \$75.00 Food Dealer Other: Re-Inspection Fee \$125.00</p>	<p>1-4 employees - \$200.00 5-9 employees - \$300.00 10-25 employees - \$400.00 26-50 employees - \$500.00 51-100 employees - \$600.00 101 or more employees - \$700.00</p>	Not found in the fee ordinance	Not found in the fee ordinance	<p>Application Fee \$125.00 Plan Review Fee \$500.00 1-4 Employees \$225.00 5-9 Employees \$475.00 10-25 Employees \$725.00 26-50 Employees \$950.00 51-100 Employees \$1,250.00 101 or More Employees \$1,500.00</p>	Interlocal agreement with Harris County
School Food Service Permit (annual)	<p># of Employees (full & part-time) 1-6 employees \$200.00 7-15 Employees \$250.00 16-25 Employees \$300.00 26-35 Employees \$350.00 36-50 Employees \$400.00 51-75 Employees \$450.00 76-100 Employees \$500.00 101-150 Employees \$550.00 151+ Employees \$600.00</p>	<p># of Employees (full & part-time) 1-6 employees \$200.00 7-15 Employees \$250.00 16-25 Employees \$300.00 26-35 Employees \$350.00 36-50 Employees \$400.00 51-75 Employees \$450.00 76-100 Employees \$500.00 101-150 Employees \$550.00 151+ Employees \$600.00</p>	<p>\$125/year Pre-opening inspection fee \$100.00 Re-inspection fee for failing initial inspection \$75.00</p>	Not found in the ordinance	Not listed separately	Not listed separately	\$150.00	Not found in the fee ordinance	Not found in the fee ordinance	Not listed separately	Interlocal agreement with Harris County

City of Angleton Fee Study

Example calculations are highlighted in yellow

Comparative Analysis

Appendix 2

10/16/2024

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Day Care Facility Food Permit (annual)	1-20 Children \$150.00 21-30 Children \$175.00 31-50 Children \$200.00 51-75 Children \$225.00 76-100 Children \$250.00 101-150 Children \$275.00 151-200 Children \$300.00 201-250 Children \$325.00 251-300+ Children \$350.00	1-20 Children \$150.00 21-30 Children \$175.00 31-50 Children \$200.00 51-75 Children \$225.00 76-100 Children \$250.00 101-150 Children \$275.00 151-200 Children \$300.00 201-250 Children \$325.00 251-300+ Children \$350.00	\$125/year Pre-opening inspection fee \$100.00 Re-inspection fee for failing initial inspection \$75.00	\$150.00	\$150 biannual inspection	Not listed separately	Childcare Center Kitchen (inspected 3 times per year) - \$200.00	Not found in the fee ordinance	Not found in the fee ordinance	Not listed separately	Interlocal agreement with Harris County
Temporary Food Establishment Permit (single event up to 2 weeks) An additional late fee of \$40.00 will be assessed if the permit is not received prior to the opening of the event.	\$40.00	First 72 hours - \$50.00 For each additional 72 hours - \$20.00 Non-Profit - \$40.00	\$50/year Pre-opening inspection fee \$100.00 Re-inspection fee for failing initial inspection \$75.00	\$50.00	\$50.00	Priced Per Day up to 3 Days (72 Hours) \$25	First 72 hours - \$50.00 For each additional 72 hours - \$20.00 Non-Profit - \$40.00	Not found in the fee ordinance	Not found in the fee ordinance	Temporary Food Establishment Permit TYPE 1 \$40.00 + \$25.00 Per Day of Operation Temporary Food Establishment Permit TYPE 2 \$510.00 Temporary Vendor \$25.00 Expedited Temporary Food Permit \$30.00	Interlocal agreement with Harris County
Mobile Food Unit Permit (annual)	\$250.00	\$250.00	\$150.00	\$200 plus \$50/additional permit	\$200/unit	Mobile Food Unit, Annual - If No Existing Fort Bend County Permit \$100.00	\$200.00	Not found in the fee ordinance	Not found in the fee ordinance	\$420.00	Interlocal agreement with Harris County
Additional Fees Food Permits:	Late Fee - \$50.00 Reinstatement Fee of Suspended Permit - \$75.00 Re-inspection Fee - \$150.00	Late Fee - \$50.00 Reinstatement Fee of Suspended Permit - \$75.00 Re-inspection Fee - \$150.00	Pre-opening inspection fee \$100.00 Re-inspection fee for failing initial inspection \$75.00 Produce vendor \$75.00 Club/tavern \$75.00 Other \$25.00	Group residence \$150.00	Reinspection - \$150 Owner initiated inspection - \$150 Group Residence - \$150 Ownership change will trigger inspections	Food Dealer Other: Complaint Inspection Fee \$150.00 Food Dealer Other: Late Fee for Expired Annual Permits \$100.00 Food Dealer Other: Plan Review \$100.00 Food Dealer Other: Pre-Opening & Post Opening Inspections \$75.00 Food Dealer Other: Re-Inspection Fee \$125.00	Re-Inspection Fee - \$75.00 Late fee for past due payment of annual permit fee - \$50.00	Not found in the fee ordinance	Not found in the fee ordinance	Food Establishment Permit Special Processing \$125.00 Food Establishment Pre-Opening Inspection \$180.00 Food Establishment Construction Re-Inspection \$125.00 Food Establishment Operations Re-Inspection 41% of Fee for Existing Permit Replacement of Permit or Medallion \$25.00	Interlocal agreement with Harris County
Garbage and Refuse Collection											
Residential		TBD	\$20.77 95-Gallon replacement cart (trash or recycling) \$62.55 Additional 95-gallon trash cart, per month \$12.11 Additional 95-gallon recycling cart, per month \$8.18 Unusual residential garbage accumulation service, per hour \$255.03 Disposal Fee—unusual residential garbage accumulation, per yard \$14.78	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$18.69/week	3rd party fees	Not found in the fee ordinance	Not found in the fee ordinance	Collection fee - \$10/container
Commercial		TBD	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Commercial containers charged separately plus \$28.75/week	3rd party fees	Not found in the fee ordinance	Not found in the fee ordinance	Collection fee - \$10/container
Credit Access Business Registration											
Credit Access Business Registration (annual)	\$50.00	\$50.00	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	Not found in the fee ordinance	\$35.00	Not found in the fee ordinance
Parks and Recreation											
Mass Gathering	Application Fee - \$400.00 Inspection - \$200.00	No change proposed to mass gatherings. Recommended to add a deposit for following	Not found in the fee ordinance	Carnival/amusement company, per day \$100.00 Plus \$5.00 per day for each separate attraction to which admission is	Type A - \$100 Type B - \$50	Barricades (Must be City approved) Each \$ Closing of a Street Per Street, Per Block	Nonprofit Entity Permit - \$100-\$500 (\$50/day for 2 to 10 days)	Not found in the fee ordinance	Not found in the fee ordinance	Additional City Service Fee May be Assessed \$100.00	Not found in the fee ordinance

City of Angleton Fee Study

Comparative Analysis

Appendix 2

10/16/2024

Example calculations are highlighted in yellow

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
		categories: Deposits: Clean-up and/or damage deposits Level I (\$100) – Events with up to 150 anticipated attendees where little activity is anticipated and minimal setup is required. Level II (\$250) – Events with up to 499 anticipated attendees where moderate activity is anticipated and some setup is required. Level III (\$500) – Events with up to 999 anticipated attendees where major activity is anticipated and major setup is required. Level IV (\$1,000) – Events with up to 3,000 anticipated attendees where maximum activity is anticipated and maximum setup is required. Level V (\$2,000) – Events with over 3,000 anticipated attendees where maximum activity is anticipated and maximum setup is required.		charged plus \$5.00 per day for each separate stand, stall or booth at which anything is offered for sale plus \$5.00 per day for each cane rack, doll rack, knife rack, shooting gallery, duck pond, wheel of fortune or any other device at which balls or rings are thrown or rolled or any other horse, flying jenny or other like attraction. Circus (if admission charged), per day \$100.00 Menageries/side shows/wax works or other exhibition (if admission charged), per day \$25.00 Theatrical performances/concerts (if admission charged for profit), per day \$25.00 Miscellaneous travelling shows and exhibits (if admission charged for profit), per day \$5.00	Type C (recurring) - \$25	Film Making – Per Day, Per Block Each \$ 1,000.00	Deposits: Clean-up and/or damage deposits Level I (\$100) – Events with up to 150 anticipated attendees where little activity is anticipated and minimal setup is required. Level II (\$250) – Events with up to 499 anticipated attendees where moderate activity is anticipated and some setup is required. Level III (\$500) – Events with up to 999 anticipated attendees where major activity is anticipated and major setup is required. Level IV (\$1,000) – Events with up to 3,000 anticipated attendees where maximum activity is anticipated and maximum setup is required. Level V (\$2,000) – Events with over 3,000 anticipated attendees where maximum activity is anticipated and maximum setup is required. Permit Fees: Events lasting up to 2 hours - \$10.00 Events lasting up to 4 hours - \$25.00 Events lasting up to 8 hours - \$50.00 Events lasting more than 8 hours - \$100.00 Mass Gatherings Permit Fee - \$300.00				
Recreation Center Fees	See below (Parks and Recreation fees)	TBD	Depends on the facility	Depends on the facility	Not found in the ordinance	Depends on the facility	Depends on the facility	Not found in the ordinance	Not found in the ordinance	Depends on the facility	Depends on the facility
Park use Fees	See below (Parks and Recreation fees)	See below parks and recreation fees	Depends on the facility	Depends on the facility	Not found in the ordinance	Depends on the facility	Depends on the facility	Not found in the ordinance	Not found in the ordinance	Depends on the facility	Depends on the facility
Others											
Peddlers, Solicitors, and Transient Merchant License	Application Fee: \$100.00 Fee for Each Additional Person's Photo Identification - \$15.00	Application Fee: \$100.00 Fee for Each Additional Person's Photo Identification - \$15.00	Primary permit holder, max of 3 mo. \$75.00 Assistant working under primary, per mo./per assistant \$5.00 Surety bond (required) \$1,000.00	Menageries/side shows/wax works or other exhibition (if admission charged), per day \$25.00 Theatrical performances/concerts (if admission charged for profit), per day \$25.00	30 day renewal, first person \$30 plus \$25 additional person	Each additional person selling (same company) \$25.00 License fee for the first person selling \$50.00	\$50.00	Not found in the ordinance	Not found in the ordinance	\$85/person	\$30 plus \$10/person
Carnival License	Application Fee - \$250.00	\$500.00	\$500.00	\$100 plus \$5 per day for each separate stand plus \$50 per day for merry-go-round, hobby horse, flying jenny or other like attraction	Not found in the ordinance	\$150.00	\$100 plus additional fee for electrical permits	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Dance Hall Licenses (annual)	\$25.00	\$75.00	Not found in the ordinance	Not found in the ordinance	Amusement building - \$75	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Amusement Redemption Machine Game Rooms	Initial certification fee for amusement redemption machine game room required: Up to 50 Amusement Redemption Machines - \$600.00	1/2 of the State Fee plus Single Machine and single person \$500.00 2 to 3 machines or players \$1,000.00	Not found in the ordinance	Annual license fee - \$200 per machine (max. \$2000 per center) Annual permit fee - \$200 per machine Replacement license or permit for amusement redemption machine	\$50/machine as tax	1/2 of the State Fee plus Single Machine and single person \$500.00 2 to 3 machines or players \$1,000.00	Permit Fee \$50.00 Plus annual license fee according to the following fee schedule:	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance

City of Angleton Fee Study

Example calculations are highlighted in yellow

Comparative Analysis

Appendix 2

10/16/2024

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
	50 and Up to 75 Amusement Redemption Machines - \$900.00 More than 75 and Up to 100 Amusement Redemption Machines - \$1200.00 More than 100 and Up to 125 Amusement Redemption Machines - \$1500.00 For Each Amusement Redemption Machine Over 125 - \$12.00 Inspection and Amusement Redemption Machine Game Room License Fee (per machine) - \$50.00 Release of Machine Sealed for Non-Payment of License Fee - \$50.00	7 to 10 machines or players \$2,500.00 11 to 20 machines or players \$5,000.00 21 or more machines or players \$10,000.00 4 to 6 Machines or Players \$1,750.00		center and amusement redemption machine place - \$20		7 to 10 machines or players \$2,500.00 11 to 20 machines or players \$5,000.00 21 or more machines or players \$10,000.00 4 to 6 Machines or Players \$1,750.00	For 1 to 3 machines \$500.00 For 4 to 6 machines \$1,750.00 For 7 to 10 machines \$2,500.00 For 11 or more machines \$5,000.00				
Sexually Oriented Businesses (annual)	Permitting or Licensing Fee (annual) - \$1500.00 City to Conduct a Survey - \$1000.00	Permitting or Licensing Fee (annual) - \$1500.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	\$1000 plus \$190/employee (annual)
Taxation											
Issuance of tax Certificate	\$10.00	\$10.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Administrative Fee (Lien Processing) Recording Fee (Lien Processing)	\$40.00	\$40.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Penalty for Delinquent Ad Valorem Taxes (based on amount of taxes to be paid)	20%	20%	15% of the total tax amount	15% of the total tax amount	15% of the total tax amount	Not found in the ordinance	20% of the total tax amount	Not found in the ordinance	Not found in the ordinance	20% of the total tax amount	5%-10% of the total tax amount
Vehicles for Hire											
TAXICABS, DIVISION 2. - (per car to be operated in the city for a 12-month period, ending December 31) TAXICABS, DIVISION 3. -	Vehicle Permit Issuance Fee - \$50.00 Driver Background Information Check Fee - \$10.00	Vehicle Permit Issuance Fee - \$50.00 Driver Background Information Check Fee - \$10.00	Not found in the ordinance	Annual license fee(s): One to 5 taxicabs \$300.00 Six to 10 taxicabs \$600.00 Eleven to 15 taxicabs \$800.00 Sixteen to 20 taxicabs \$1,000.00 Twenty-one or more taxicabs \$1,500.00 Driver's permit, annual fee \$15.00	Not found in the ordinance	Taxi Cab Business License Annual Renewal - Annual Application \$50.00 Annual Renewal - Per Cab \$ 100.00 Initial First-Time - Application Fee \$50.00 Initial First-Time - Initial Issuance Fee \$300.00 Initial First-Time - Initial Issuance Fee - Per Cab \$100.00 Suspension and Revocation Reissuance and Reinstatement Fee \$200.00 Taxi Cab Driver License Annual Renewal Fee \$25.00 Application Fee \$25.00 Initial Issuance Fee \$25.00 Suspension and Revocation Reissuance and Reinstatement Fee \$50.00 Taxi Cab Vehicle License Annual Renewal Fee E \$25.00 Application Fee \$25.00 Initial Issuance Fee \$25.00 Inspection Fee \$25.00 Suspension and Revocation Reissuance and Reinstatement Fee \$25.00	\$25 plus \$25 per additional vehicle	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	0-5 vehicles - \$200 6-10 vehicles - \$2000 11-15 vehicles - \$3000 16-20 vehicles - \$4000 >20 - \$5000
Utilities											
Disconnect Fee	Currently \$25.00	\$30.00	Temporary \$10	\$50.00				Not found in the ordinance	Not found in the ordinance		\$75.00
Reconnect Fee	Currently \$0.00	\$25.00		\$50.00		Not found in the ordinance	\$25 plus \$50 deposit	Not found in the ordinance	Not found in the ordinance		50% of new connection charge.
CAF fee	\$4,000.00	TBD	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Other existing utility fees and staff's study are listed in the next two sheets											

City of Angleton Fee Study

Comparative Analysis

Appendix 2

10/16/2024

Example calculations are highlighted in yellow

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Parks and Recreation (shared by PARD and includes staff's)											
Recreation Center Fees											
Membership Options											
Individual Membership Individuals 12 years & Up - Monthly	\$35.00	Resident - \$35.00 Nonresident - \$50.00	Resident - \$35.20 Non-Resident - \$52.80 Additional Person, Resident - \$17.60 Additional Person, Non-Resident - \$26.40 Active Adult (60 years+), Resident - \$24.20 Active Adult (60 years+), Non-Resident - \$36.50 Additional Active Adult, Resident - \$12.10 Additional Active Adult, Non-Resident - \$18.70	Alvin Resident - \$30.00 Non-Resident - \$45.00	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance	Not found in the ordinance
Individual Membership Individuals 12 years & Up - Annual (Pre-Pay)	\$350.00	Resident - \$350.00 Nonresident - \$450.00	Resident - \$330 Non-Resident - \$495 Additional Person, Resident - \$165 Additional Person, Non-Resident - \$247.50 Active Adult (60 years+), Resident - \$231 Active Adult (60 years+), Non-Resident - \$346.50 Additional Active Adult, Resident - \$110 Additional Active Adult, Non-Resident - \$165	Alvin Resident - \$300.00 Non-Resident - \$400.00							
Family Membership from the same household - Monthly	\$50 (Up to 6 individuals)	Resident - \$50 (Up to 6 individuals) Non-Resident - \$70 (Up to 6 individuals)	Resident - \$69.30 (Max 5 people) Non-Resident - \$104.50 (Max 5 people)	Alvin Resident - \$40.00 Non-Resident - \$55.00							
Family Membership Up to 6 individuals from the same household - Annual (Pre-Pay)	\$500 (Up to 6 individuals)	Resident - \$500 (Up to 6 individuals) Non-Resident - \$900 (Up to 6 individuals)	Resident - \$660 (Max 5 people) Non-Resident - \$990 (Max 5 people)	Resident - \$400.00 Non-Resident - \$550.00							
Silver Sneaker, Silver & Fit, or Renew Active Membership (Eligible Individuals)	Free Enrollment	Free Enrollment	Not found in the ordinance	Not found in the ordinance							
Eligible Membership Discounts	Seniors (60+), Active Military, First Responder \$10 (monthly) \$75 (annually)	Seniors (60+), Active Military, First Responder \$10 (monthly) \$75 (annually)	Military Active-Duty or Veterans and Pearland & Alvin ISD Staff Resident, monthly - \$6.20 Nonresident, monthly - \$13.8 Resident, annually - \$50 Nonresident, annually - \$215 \$29 monthly /\$280 annually 12-24 years of age & enrolled as a student Resident, monthly - \$11 Resident, annually - \$99 Non-Resident, monthly - \$16.3 Non-Resident, annually - \$148.5	Senior (65+) discount \$15.00 monthly / \$175.00 annually Veterans discount \$15.00 monthly / \$175.00 annually							
Day Pass											
Single Use Day Pass	\$5.00	\$5.00		\$10 per person \$5 per person for member guests (member must be present with guests)							
Youth (monthly)	\$25.00	Proposing to remove the fee type									
Adult Day Rate	\$5.00	Proposing to remove the fee type									
Youth Day Rate	\$4.00	Proposing to remove the fee type									
Child Day Rate	\$4.00	Proposing to remove the fee type									
Spectator	\$2.00	Proposing to remove the fee type									
Swim Diaper	\$2.00	\$2.00									
Use of Public Parks User fees and obligations											
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person Without Lights (per tournament, per day)	\$200.00	\$200.00		Non-Association Groups The cost to rent the athletic fields are: Daytime use is \$35 per hour per field Nighttime use is \$60 per hour per field		With electricity per hour - \$25.00 Without electricity per hour - \$10.00 For bounce house/moonwalk use, must provide a copy of valid insurance and current inspection report from the bounce house company. Bounce houses with waterslide are not allowed in City Park	Pavilion Rental Fee (Resident) \$16.00/hour Pavilion Rental Fee (Non-Resident) \$20.00/hour Athletic Field Rental Fee (Resident) \$16.00/hour Athletic Field Rental Fee (Non-Resident) \$20.00/hour Athletic Field with Lights Rental Fee (Resident) \$32.00/hour Athletic Field with Lights Rental Fee (Non-Resident) \$36.00/hour Seabourne Creek Park Gazebo \$50.00/hour, 2 hour minimum (Deposit of 50% of rental fee required)				Baseball, softball, multipurpose fields, tennis courts Deposit - \$100 Tournament deposit - \$250 Baseball, softball, multipurpose fields Unlighted, resident - \$10/hour Lighted, nonresident - \$20 per hour Unlighted, nonresident - \$20/hour Lighted, nonresident - \$30 per hour Tennis Courts Unlighted, resident - \$0/hour Lighted, resident - \$5 per hour Unlighted, nonresident - \$10/hour Lighted, resident - \$15 per hour Tournament Unlighted, resident - \$25/hour
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person With Lights (per tournament, per day)	\$250.00	\$250.00		Association Groups The cost to rent the athletic fields are: Daytime use is at no cost to the association group(s) Nighttime use is \$35 per hour per field							
Deposit for Cleaning (per tournament)	\$100.00	\$180.00	\$180.00	Security/Clean up deposit - \$200 Key deposit for key(s) to concession stands, bathrooms, and storage building is \$50 Damage deposit for concession stands, bathrooms and storage building is \$500							
Practice Games for Any Athletic Team Other Than League or Tournament Teams With Lights (per hour)	\$20.00	\$30/hour		Non-Association Groups Daytime: \$35 per hour per field Nighttime: \$60 per hour per field Association Groups Daytime: no cost to the association group(s) Nighttime: \$25 per hour per field							

WORKING DRAFT

City of Angleton Fee Study

Comparative Analysis

Appendix 2

10/16/2024

Example calculations are highlighted in yellow

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Practice Games for Any Athletic Team Other Than League or Tournament Teams Without Lights (per hour)	\$15.00	\$25/hour		Nighttime: \$35 per hour per field							Lighted, resident- \$35 per hour Unlighted, nonresident - \$35/hour Lighted, resident- \$45 per hour
Fee for Failing to Clean Space of Litter to Satisfaction of the Parks and Recreation Department (per hour)	\$20.00	\$20/hour									Ancillary fee, resident - \$250 Ancillary fee, noresident - \$350
Use of Public Parks Use of city parks by athletic teams.											
Fee per Athletic Team	\$20.00	\$20.00									
Tournament (per team, per tournament)	\$10.00	\$10.00									
Use for Practice (per team, per day)	\$10.00	\$10.00									
Recreation center fees. Additional fees that were missing from the fee schedule but were already in use											
Multipurpose Room 1 w/ Kitchen (Member)	\$75.00/hr	\$75.00/hr									Community Center Deposit - \$250 Cleaning fee - \$100 Resident rate - \$25/hour Non-resident - \$50/hour
	\$115/hr (after hours)	\$115/hr (after hours)									
Multipurpose Room 2 w/o Kitchen (Member)	\$50.00/hr	\$50.00/hr									
	\$90/hr (after hours)	\$90/hr (after hours)									
Multipurpose Rooms 1&2, Kitchen included (Member)	\$125.00/hr	\$125.00/hr									
	\$165/hr (after hours)	\$165/hr (after hours)									
Gymnasium Only	\$115.00/hr	\$115.00/hr									
Gymnasium w/ Kitchen	\$140.00/hr	\$140.00/hr									
Outdoor Plaza (Member)	\$50.00/hr	\$50.00/hr									
Indoor Party Package 1-25 Guests (Member)	\$100	\$100									
Indoor Party Package 26-50 Guests (Member)	\$150	\$150									
Indoor Party Package 51-75 Guests (Member)	\$200	\$200									
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$250	\$250									
Indoor Party Package 101-150 Guests, includes MP 1&2 (Member)	\$275	\$275									
Outdoor Party Package 1-25 Guests (Member)	\$75	\$75									
Indoor Party Package 26-50 Guests (Member)	\$100	\$100									
Indoor Party Package 51-75 Guests (Member)	\$150	\$150									
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$200	\$200									
Private Pool Party Package 1-25 Guests (Member)	\$200	\$200									
Private Pool Party Package 26-50 Guests (Member)	\$225	\$225									
Private Pool Party Package 51-75 Guests (Member)	\$250	\$250									
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Member)	\$275	\$275									
Private Pool Party Package 101-150 Guests (Member)	\$350	\$350									
Multipurpose Room 1 w/ Kitchen (Non-Member)	\$100.00/hr	\$100.00/hr									
	\$140/hr (after hours)	\$140/hr (after hours)									
Multipurpose Room 2 w/o Kitchen (Non-Member)	\$75.00/hr	\$75.00/hr									
	\$115/hr (after hours)	\$115/hr (after hours)									
Multipurpose Rooms 1&2, Kitchen included (Non-Member)	\$150.00/hr	\$150.00/hr									
	\$190/hr (after hours)	\$190/hr (after hours)									

City of Angleton Fee Study

Comparative Analysis

Appendix 2

10/16/2024

Example calculations are highlighted in yellow

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Outdoor Plaza (Non-Member)	\$75.00/hr	\$75.00/hr									
Indoor Party Package 1-25 Guests (Non-Member)	\$125	\$125									
Indoor Party Package 26-50 Guests (Non-Member)	\$175	\$175									
Indoor Party Package 51-75 Guests (Non-Member)	\$225	\$225									
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$275	\$275									
Indoor Party Package 101-150 Guests, includes MP 1&2 (Non-Member)	\$300	\$300									
Outdoor Party Package 1-25 Guests (Non-Member)	\$100	\$100									
Indoor Party Package 26-50 Guests (Non-Member)	\$125	\$125									
Indoor Party Package 51-75 Guests (Non-Member)	\$175	\$175									
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$225	\$225									
Private Pool Party Package 1-25 Guests (Non-Member)	\$250	\$250									
Private Pool Party Package 26-50 Guests (Non-Member)	\$275	\$275									
Private Pool Party Package 51-75 Guests (Non-Member)	\$300	\$300									
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$350	\$350									
Private Pool Party Package 101-150 Guests (Non-Member)	\$400	\$400									
Indoor or Outdoor Party Package Additional Hours	\$50/hr	\$50/hr									
Set-up Fees (non-party packages) 25 guests	\$20	\$20									
Set-up Fees (non-party packages) 50 guests	\$40	\$40									
Set-up Fees (non-party packages) 75 guests	\$60	\$60									
Set-up Fees (non-party packages) 100 guests	\$80	\$80									
Set-up Fees (non-party packages) 150 guests	\$100	\$100									
Set-up Fees (non-party packages) 200 guests	\$150	\$150									
Use of Public Parks Rental and deposit rates for pavilion and park rental facilities											
Two Hours (Non-Resident) (Non-Member)	\$35.00	\$40 for two hours Deposit: \$50	Pavilion deposit \$50-\$200 Halfday Resident \$60-\$180 Halfday Non-Resident \$90-\$270 Half Day Non-Profit \$90	Small Pavilion - Day usage Resident - \$15 per hour with a two hour minimum Nonresident - \$30 per hour with a two hour minimum			Pavilion Rental Fee (Resident) \$16.00/hour Pavilion Rental Fee (Non-Resident) \$20.00/hour Athletic Field Rental Fee (Resident) \$16.00/hour Athletic Field Rental Fee (Non-Resident) \$20.00/hour Athletic Field with Lights Rental Fee (Resident) \$32.00/hour Athletic Field with Lights Rental Fee (Non-Resident) \$36.00/hour Seabourne Creek Park Gazebo \$50.00/hour, 2 hour minimum (Deposit of 50% of rental fee required)				Deposit fee, all pavilions - \$100 Large pavilion, resident - \$25/block Large pavilion, nonresident - \$75/block Other pavilions, resident - \$25 to \$30/block Other pavilions, nonresident - \$50 to \$60 per block
Two Hours (Resident) (Member)	\$25.00	\$30 for two hours Deposit: \$50	Full Day Resident \$120-\$270 Full Day Non-Resident \$180-\$405	Large Pavilion - Day usage Resident - \$30 per hour with a two hour minimum Nonresident - \$45 per hour with a two hour minimum							
Four Hours (Non-Resident) (Non-Member)	\$60.00	\$80 for four hours Deposit: \$50		Large Pavilion - Night usage Resident - \$30 per hour with a two hour minimum Nonresident - \$45 per hour with a two hour minimum							
Four Hours (Resident) (Member)	\$50.00	\$60 for four hours Deposit: \$50									
All Day (Non-Resident) (Non-Member)	\$85.00	\$160 for four hours Deposit: \$50									
All Day (Resident) (Member)	\$75.00	\$120 for four hours Deposit: \$50									
Lakeside Park Fees (New park opened in Feb. 2023, new fees associated with this park)											
RENTAL	RENTAL RATE										
Lakeside Park Overlook	\$125.00/hr 2 hours minimum 20% of rental rate										
Lakeside Park Stage	\$50.00/hr 2 hours minimum \$100 or 20% of rental rate (whichever is greater)										
Lakeside Stage & Greenspace	\$100.00/hr 2 hours minimum 20% of rental rate										
Lakeside Pavilion & Greenspace	\$275.00/hr 2 hours minimum 20% of rental rate										
Lakeside Park Tables & Chairs Fee 25 guests	\$20.00										
Lakeside Park Tables & Chairs Fee 50 guests	\$40.00										

WORKING DRAFT

City of Angleton Fee Study

Example calculations are highlighted in yellow

Comparative Analysis

Appendix 2

10/16/2024

Type of Application	Current Fee (as per the fee ordinance and input from staff)	Angleton Proposed Fee (as discussed with the staff)	Pearland	Alvin	Manvel	Richmond	Rosenberg	Brookshire	Pattison	Fulshear	Katy
Lakeside Park Tables & Chairs Fee 75 guest	\$60.00										
Lakeside Park Tables & Chairs Fee 100 guests	\$80.00										
Lakeside Park Tables & Chairs Fee 150 guests	\$100.00										
Lakeside Park Tables & Chairs Fee 200 guests	\$150.00										

Type of Application	Current Fee (as per the fee schedule and input from staff)	Development Services Dept.	Building Official	Plan Reviewer	Inspectors	License Processor	Animal Control	Engineering Consultant	Fire Marshal	Parks Dept.	Public Works Dept. Admin.	Public Works Dept. Asst. Dir.	Public Works Dept. Dir.	Legal (Consultant)	Parks Dir.	Assoc. Parks Dir.	Police Dept.	Utility Billing Dept.	Emergency Management	City Secretary	Other expenses - mailing, news paper notification, etc.	Meeting Attendance/agenda packet, etc.	Total effort cost and hours incurred (Based on the information received from staff)
Sign Without Enclosure at Permit	None	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Construction Application	\$50.00	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Trade (Plumbing, Electrical, Heating)	See Fee Schedule (Minimum \$50.00)	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Accessory Structures (Sheds, patios, pool, decks, etc.) - Residential	See Fee Schedule (Minimum \$50.00)	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Special Program/Category 1	\$50.00	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Fees	\$50.00	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Other Fees (Electrical Permit, Mechanical)	\$50.00 (Electrical Permit Fee)	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Remediation Fees	Public: \$50.00 Private: \$100.00 Private: \$150.00	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Demolition/Removal	\$50.00	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Restoration/Reconstruction	\$50.00	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Construction Permit (Structural)	\$50.00	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Temporary Structures (Eventing)	\$50.00	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Construction Permit - Residential	\$50.00	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Residential/Single-Family Permit	Minimum Fee: \$50.00 Maximum Fee: \$50.00 Transfer Fee: \$50.00	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Residential Public Parks	Minimum Fee: \$50.00 Maximum Fee: \$50.00 Transfer of License Fee: \$50.00	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Single-Family Permit	\$50.00	None Required																					2
		Continued (per staff)	10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Total			10.1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

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

Angleton Fee Study - Study Results of Utility Department
Appendix 4

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

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

Angleton Fee Study - Current Fee of Utility Department

CHAPTER 26 - UTILITIES

Sec. 26-71. - Water/sewer rates - Inside city service.

Inside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge
			0K to 8K	8K to 23K	23K to 48K	over 48K	
Table I - Residential (ind. meter)	\$ 21.24	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	N/A
Table II - Multifamily (master meter)	\$ 20.18	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	N/A
Table III - Commercial (ind. meter)	\$ 21.24	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	N/A
Table IV - Commercial (master meter)	\$ 20.18	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	N/A

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

Inside City Rates - Sewer	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage		Maximum Monthly Charge
Table I - Residential (ind. meter)	\$ 9.84	0 Gallons	\$ 2.70	\$ 44.94	
Table II - Multifamily (master meter)	\$ 11.19	0 Gallons	\$ 3.52	N/A	
Table III - Commercial (ind. meter)	\$ 11.19	0 Gallons	\$ 3.52	N/A	
Table IV - Commercial (master meter)	\$ 11.19	0 Gallons	\$ 3.52	N/A	

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

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

CHAPTER 26 - UTILITIES

ARTICLE III. - UTILITY RATES AND CHARGES

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

Outside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge
			0K to 8K	8K to 23K	23K to 48K	over 48K	
Table I - Residential (ind. meter)	\$ 26.55	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	N/A
Table II - Multifamily (master meter)	\$ 25.23	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	N/A
Table III - Commercial (ind. meter)	\$ 26.55	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	N/A
Table IV - Commercial (master meter)	\$ 25.23	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	N/A

Table V - Wholesale Water Rates
The rate for the purchase of "Wholesale Water" through a fire hydrant meter provided by the city of from other locations established and metered by the city shall be the same as Table III - Commercial (ind. meter) under the Outside City Rate Table.

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

Outside City Rates - Sewer	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage		Maximum Monthly Charge
Table I - Residential (ind. meter)	\$ 12.30	0 Gallons	\$ 3.38	\$ 56.24	
Table II - Multifamily (master meter)	\$ 13.99	0 Gallons	\$ 4.40	N/A	
Table III - Commercial (ind. meter)	\$ 13.99	0 Gallons	\$ 4.40	N/A	
Table IV - Commercial (master meter)	\$ 13.99	0 Gallons	\$ 4.40	N/A	

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

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

CHAPTER 26 - UTILITIES

Angleton Fee Study - Current Fee of Utility Department

ARTICLE III. - UTILITY RATES AND CHARGES

Sec. 26-73. - Deposits.

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

ARTICLE III. - UTILITY RATES AND CHARGES

Sec. 26-73.1 - Deposits/connect fee.

Connect Fee (<i>taken from Deposit for All New Water Customers</i>)	\$	25.00					
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CHAPTER 26 - UTILITIES

ARTICLE III. - UTILITY RATES AND CHARGES

Sec. 26-73.2 - Closing of account.

Refund of Remaining Deposit	\$	75.00					
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CHAPTER 26 - UTILITIES

ARTICLE III. - UTILITY RATES AND CHARGES

Sec. 26-74. - Penalties.

Penalty on Any Unpaid or Past Due Account (<i>minimum</i>)	\$	10.00					
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CHAPTER 26 - UTILITIES

ARTICLE III. - UTILITY RATES AND CHARGES

Sec. 26-74.1. - Disconnect.

Disconnect/Reconnect Fee	\$	25.00					
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CHAPTER 26 - UTILITIES

ARTICLE III. - UTILITY RATES AND CHARGES

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

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

CHAPTER 26 - UTILITIES

ARTICLE III. - UTILITY RATES AND CHARGES

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

Water Meter Installations

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

Sewer Taps

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

CHAPTER 26 - UTILITIES

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

Sec. 26-76. - Capital cost recover fees

Inside Corporate City Limits

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

Angleton Fee Study - Current Fee of Utility Department

<i>Outside Corporate City Limits</i>							
3/4" Meter Pipe Size Fee	\$	312.00					
1" Meter Pipe Size Fee	\$	336.00					
1.5" Meter Pipe Size Fee	\$	384.00					
2" Meter Pipe Size Fee	\$	432.00					
Over 2" Meter Pipe Size Fee	<i>To be determined by city administrator.</i>						
<i>Other Water and Sewer Capital Cost Recovery Fees</i>							
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (<i>inside the corporate city limits</i>)	\$	156.00					
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (<i>outside the corporate city limits</i>)	\$	312.00					
Residential Sewer Capital Cost Recovery Fee (<i>inside the corporate city limits</i>)	\$	312.00					
Residential Sewer Capital Cost Recovery Fee (<i>outside the corporate city limits</i>)	\$	624.00					
Fee for Each Unit Using the Sewer Tap (<i>per unit</i>) After the First Unit Using the Sewer Tap	\$	200.00					
Nonresidential sewer capital cost recovery fee, per restroom (<i>inside the corporate city limits</i>)	\$	400.00					
Nonresidential sewer capital cost recovery fee, per restroom (<i>outside the corporate city limits</i>)	\$	800.00					
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-77. - Charges for misuse of utility service or meter.							
First Offense	\$	15.00					
Second Offense	\$	30.00					
Third Offense	\$	50.00					
Fourth Offense		<i>Legal Action</i>					
CHAPTER 26 - UTILITIES							
ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY							
Sec. 26-94. - Deposits and fees.							
Residential Deposit & Connection Fee (<i>for new customers</i>)	\$	100.00					
Commercial Deposit (<i>or, amount to cover one month's bill</i>)	\$	100.00					
High Volume Account Deposit (<i>or, amount to cover one month's bill</i>)	\$	400.00					
Apartment Deposit (<i>per unit or amount to cover one month's bill</i>)	\$	100.00					
Trailer Space Deposit (<i>per unit or amount to cover one month's bill</i>)	\$	100.00					
Late Fee (<i>percentage of utility bills, which shall include water, sewer, and garbage or refuse collection</i>)		10% or \$10.00 (<i>whichever is greater</i>)					
Disconnect Fee	\$	25.00					
Returned Check Fee	\$	30.00					
Install Lock on Meter (<i>to terminate service</i>)	\$	25.00					
Plug or Pull Meter (<i>to terminate service</i>)	\$	75.00					
Accuracy Test (<i>if meter is correct</i>)	\$	50.00					
Transfer of Service	\$	25.00					
Two Week Clean-Up (<i>plus usage</i>)	\$	10.00					
CHAPTER 26 - UTILITIES							

Angleton Fee Study - Current Fee of Utility Department

ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY							
Sec. 26-101. - Private water wells.							
Permit Fee	\$	200.00					
CHAPTER 27 - VEHICLES FOR HIRE							
ARTICLE II. - TAXICABS, DIVISION 2. - VEHICLE PERMITS							
Sec. 27-49. - Fee.							
Permit Issuance Fee (<i>per car to be operated in the city for a 12-month period, ending December 31</i>)	\$	50.00					
CHAPTER 27 - VEHICLES FOR HIRE							
ARTICLE II. - TAXICABS, DIVISION 3. - CITY TAXICAB DRIVER'S PERMIT							
Sec. 27-65. - Issuance of permit; fee.							
Background Information Check Fee	\$	10.00					
CHAPTER 27 - VEHICLES FOR HIRE							
ARTICLE III. - VEHICLE TOWING							
Sec. 27-91. - Fees for nonconsent tows.							
Fee for Nonconsent Tow			<i>Fee for Nonconsent Tow levied pursuant to V.T.C.A. Occupations Code Ch. 2308.</i>				
CHAPTER 28 - ZONING							
ARTICLE II. - ZONING PROCEDURES AND ADMINISTRATION							
Sec. 28-24. - Amendments to zoning ordinance and districts, administrative procedures, and enforcement.							
Waiver Request Fee	\$	100.00					
Rezoning Application Fee (<i>if waiver request granted before expiration date</i>)			<i>150% of the zoning application fee</i>				
CHAPTER 30 - SPECIAL DISTRICTS							
ARTICLE I. - GENERAL							
Sec. 30.5. - Deposit against expenditures.							
Initial Deposit Sum	\$	25,000.00					
Additional Deposit Sum	\$	10,000.00					

CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON

CHAPTER 3 - ALCOHOLIC BEVERAGES

Sec. 3-2. - License required.

License Fee	<i>License fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person).</i>						
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Sec. 3-3. - Permit required.

Permit Fee	<i>Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit).</i>						
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CHAPTER 4 - ANIMALS

ARTICLE I. - IN GENERAL, DIVISION 1. - GENERALLY

Sec. 4-5. - Livestock.

Fee (Neutered Animal)	\$	5.00					
Fee (Non-Neutered Animal)	\$	10.00					

CHAPTER 4 - ANIMALS

ARTICLE I. - IN GENERAL, DIVISION 2. - DOMESTIC FOWL AND RABBITS

Sec. 4-16. - Permit fee permit application and inspection of premises.

Initial Permit Application Fee	\$	25.00					
Yearly Renewal Fee of Permit Application Fee	\$	5.00					

CHAPTER 4 - ANIMALS

ARTICLE III. - IMPOUNDMENT

Sec. 4-80 - Impoundment fees.

	<i>First Impoundment</i>	<i>Subsequent Impoundments</i>	<i>Owner Surrender</i>				
Dogs and Cats							
Neutered & Spayed:	\$ 25.00	\$50.00 plus \$15.00 micro chip	\$ 50.00				
Not Spayed or Neutered:	\$ 50.00	\$100.00 plus \$15.00 micro chip	\$ 75.00				
Small livestock, such as: goats, sheep, lambs, pigs, sows, shoats, calves, foals, and animals of the same approximate size and weight, each animal	\$ 50.00	\$ 100.00					
Large livestock, such as: cattle, horses, ponies, mules, and animals of the same approximate size and weight, each animal	\$ 50.00	\$ 100.00					
All Other Animals Not Listed Herein	<i>Animals not listed herein shall be disposed of at discretion of animal control. The City of Angleton shall recover from the owner the actual cost of disposing of said animal.</i>						
Class A Daily Handling Fee	\$ 15.00						
Class B Daily Handling Fee	\$ 20.00						
Class C Daily Handling Fee	<i>Actual cost to the City of Angleton; not less than \$50.00.</i>						

CHAPTER 4 - ANIMALS

ARTICLE III. - IMPOUNDMENT

Sec. 4-81. - Adoption of impounded animal.

Fee for Adoption (<i>includes vaccinations, microchipping, worming, flea treatment and one month of heartworm preventative</i>)	\$	60.00					
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CHAPTER 4 - ANIMALS

ARTICLE V. - COMMERCIAL ENTERPRISES, DIVISION 1. - GENERALLY

Sec. 4-121. - Permit fees.

Show or Exhibition Permit Fee	\$	100.00					
Grooming Permit Fee	\$	250.00					

Dealer Permit (Retail and/or Wholesale Distributor) Fee	\$	250.00					
Commercial (Not Covered by Dealer) Fee	\$	250.00					
Commercial Stables Fee	\$	250.00					
CHAPTER 4 - ANIMALS							
ARTICLE V. - COMMERCIAL ENTERPRISES, DIVISION 2. - KENNELS							
Sec. 4-137. - License fee, issuance; violations.							
Kennel Licensing Fee	\$	200.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE II. - ADMINISTRATION							
Sec. 5-16. - Building permit and inspection fees.							
Cost of Construction: \$1,000 and Less			<i>\$20.00 minimum fee.</i>				
Cost of Construction: \$1,000 to \$49,999			<i>\$20.00 for first \$1,000.00 of construction cost plus \$5.00 for each additional \$1,000.00 or fraction thereof.</i>				
Cost of Construction: \$50,000 to \$99,000			<i>\$260.00 for first \$50,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof.</i>				
Cost of Construction: \$100,000 to \$499,999			<i>\$460.00 for first \$100,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof.</i>				
Cost of Construction: \$500,000 and Up			<i>\$1,660.00 for first \$500,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof.</i>				
Plan Review			<i>The plan review fee shall be equal to one-half of the building permit fee.</i>				
Re-Inspection Fee			<i>A re-inspection fee of \$25.00 shall be charged each time a project has failed the same inspection twice or each time it has requested an inspection for which it has not completed the necessary work.</i>				
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE II. - ADMINISTRATION							
Sec. 5-17. - Permit for pouring driveways or other flatwork.							
Driveway and/or Flatwork Permit	\$	25.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE II. - ADMINISTRATION							
Sec. 5-19. - Registration of contractors and others providing construction or labor on building, remodeling, or repair to structures, exceptions.							
Registration Fee	\$	50.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE V. - ELECTRICAL, DIVISION 6. - PERMITS							
Sec. 5-147. - Electrical permit fees.							
Minimum Permit Fee	\$	20.00					
Base Permit Fee	\$	7.50					
Outlets							
1-4 Outlets	\$	-					
Each Outlet Over 4	\$	0.50					
Each 220-Volt Outlet	\$	5.00					
Motors							
Up To, But Not Including, 1 Horsepower	\$	1.00					
At Least 1 Horsepower, But Less Than 2 Horsepower	\$	2.00					
At Least 3 Horsepower, But Less Than 10 Horsepower	\$	3.00					
At Least 11 Horsepower, But Less Than 25 Horsepower	\$	4.00					
At Least 26 Horsepower, But Less Than 150 Horsepower	\$	20.00					
Each Horsepower In Excess of 150 Horsepower (per Horsepower)	\$	0.15					
Lightning Arresters							
Lightning Arrester System Permit Fee	\$	2.00					
First \$1,000.00 Valuation of the Lightning Arrester System	\$	10.00					

Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System	\$	2.00					
Fire Alarm Systems							
Fire Alarm System Permit Fee	\$	2.00					
For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System	\$	10.00					
For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System	\$	2.00					
Sound Equipment							
Up To, But Not Including, 10 Watts Output	\$	10.00					
At Least 10 Watts, But Less Than 25 Watts, Output	\$	15.00					
At Least 25 Watts, But Less Than 100 Watts, Output	\$	25.00					
At Least 100 Watts, But Less Than 200 Watts, Output	\$	30.00					
Miscellaneous							
Meter Loop (Permanent or Temporary)	\$	7.50					
Spike Discharge Arrester in Distribution Enclosure	\$	4.00					
Motion Picture Machines	\$	15.00					
X-Ray Machines	\$	4.00					
Poles, Anchors, and Guy Stubs (except power company)	\$	0.50					
Incandescent Electric Signs (per circuit)	\$	3.00					
Gas Vacuum Tube Signs (per transformer)	\$	5.00					
Permanently Connected Electrical Appliances & Equipment of Any Nature Not Otherwise Specified							
Up to 1 K.W. (inclusive, each)	\$	0.75					
Above 1 K.W. to 10 K.W. (per K.W.)	\$	0.50					
Above 10 K.W. to 50 K.W. (per K.W.)	\$	0.40					
Above 50 K.W. to 100 K.W. (per K.W.)	\$	0.30					
Above 100 K.W. (per K.W. for the first 100 K.W.)	\$	0.10					
Above 100 K.W. (per K.W. in excess of first 100 K.W.)	\$	0.05					
Re-Inspection Fee							
Re-Inspection Fee (Subject to Additional Charges)	\$	25.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE VI. - MECHANICAL CODE, DIVISION 5. - PERMITS AND INSPECTIONS							
Sec. 5-227. - Mechanical permit fees.							
Mechanical Permit Fee	\$	20.00					
Basic Permit Fee	\$	7.50					
For the first \$1,000.00 or Portion of \$1,000.00 Valuation	\$	10.50					
For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation	\$	2.00					
Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00	\$	2.00					
Re-Inspection (Subject to Additional Charges)	\$	25.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE VII. - PLUMBING, DIVISION 5. - PERMITS, TESTS AND INSPECTIONS							
Sec. 5-334. - Plumbing permit fees.							
Minimum Permit Fee	\$	20.00					
For Issuing Each Permit	\$	7.50					
For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping)	\$	4.00					

For each house sewer, whether new, replacement, or repaired	\$	7.50					
For Each Water Heater and/or Vent	\$	3.00					
For Each Gas Piping System Outlet	\$	2.00					
For Installation of Water Piping for Water Treating Equipment	\$	3.00					
For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads	\$	3.00					
For Each Additional Lawn Sprinkler Head Inspected After Five Heads	\$	0.50					
Re-Inspection	\$	25.00	<i>A re-inspection fee shall be charged each time a project has failed the same inspection twice or each time it has requested an inspection for which it has not completed the necessary work.</i>				
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE VIII. - SWIMMING POOLS							
Sec. 5-497. - Same - Amendments.							
Public Pool	\$	100.00					
Private Pool -- In-Ground	\$	50.00					
Private Pool -- Above-Ground	\$	25.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE X. - MOVING OR WRECKING OF BUILDINGS							
Sec. 5-526. - Permit - Required.							
Permit Fee	\$	25.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE X. - MOVING OR WRECKING OF BUILDINGS							
Sec. 5-529. - Fees.							
Permit Fee	\$	25.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE XI. - ALARM SYSTEMS							
Sec. 5-547. - Registration permits.							
Initial Residential Fee (<i>per year</i>)	\$	25.00					
Initial Commercial Permit Fee (<i>per year</i>)	\$	50.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE XI. - ALARM SYSTEMS							
Sec. 5-553. - Fees and fines.							
<i>Residential Fees and Fines</i>							
Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost	\$	25.00					
Fine for 4th & 5th False Alarm (Burglar) (<i>each</i>)	\$	50.00					
Fine for 6th & 7th False Alarm (Burglar) (<i>each</i>)	\$	75.00					
Fine for 8th or More False Alarm (Burglar) (<i>each</i>)	\$	100.00					
Fine for 4th False Alarm (Hold-Up/Panic) (<i>each</i>)	\$	50.00					
Fine for 5th or More False Alarm (Hold-Up/Panic) (<i>each</i>)	\$	75.00					
Fine for 4th False Alarm (Fire) (<i>each</i>)	\$	50.00					
Fine for 5th False Alarm (Fire) (<i>each</i>)	\$	75.00					
Fine for 6th or More False Alarm (Fire) (<i>each</i>)	\$	100.00					
<i>Commercial Fees and Fines</i>							
Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost	\$	50.00					
Fine for 4th & 5th False Alarm (Burglar) (<i>each</i>)	\$	50.00					
Fine for 6th & 7th False Alarm (Burglar) (<i>each</i>)	\$	75.00					
Fine for 8th or More False Alarm (Burglar) (<i>each</i>)	\$	100.00					
Fine for 4th False Alarm (Hold-Up/Panic) (<i>each</i>)	\$	100.00					

Fine for 5th or More False Alarm (Hold-Up/Panic) (<i>each</i>)	\$	200.00					
Fine for 4th False Alarm (Fire) (<i>each</i>)	\$	100.00					
Fine for 5th False Alarm (Fire) (<i>each</i>)	\$	200.00					
Fine for 6th or More False Alarm (Fire) (<i>each</i>)	\$	300.00					
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS							
ARTICLE XIII. - PIPELINE REGULATIONS							
Sec. 5-609. - Fees.							
New Pipeline Permit Fee	\$	1,200.00					
Adjusted, Relocated, or Replaced Pipeline Permit Fee	\$	500.00					
Transfer of Ownership Fee	\$	50.00					
CHAPTER 7 - FIRE PREVENTION AND PROTECTION							
ARTICLE I. - IN GENERAL							
Sec. 7-3. - Permit fees.							
Permit Fees	\$	20.00					
CHAPTER 7 - FIRE PREVENTION AND PROTECTION							
ARTICLE VI. - LIFE AND/OR SAFETY HAZARDS							
Sec. 7-94. - Permit fees.							
Installation of Any Underground or Above Ground Flammable or Combustible Storage Tank	\$	50.00					
Installation of an Automatic Fire Alarm System or Addition to an Existing System	\$	25.00					
Installation of a Fire Suppression System or Addition to an Existing System Excluding Restaurant Vent Hoods	\$	75.00					
CHAPTER 8.5 - FOOD AND FOOD ESTABLISHMENTS							
ARTICLE II. - PERMIT							
Sec. 8.5-12. - Fees.							
<i>Annual Food Establishment Fees</i>							
0-1000 sq. ft.	\$	200.00					
Over 1,000 sq. ft.	\$	300.00					
<i>School Food Service</i>							
<i>Based on square footage kitchen/food operation as set out above.</i>							
<i>Day Care Facility</i>							
Day Care Facility	\$	150.00					
<i>Temporary Food Establishment</i>							
Temporary Food Establishment	\$	40.00					
Late Fee	<i>Permit not to exceed 7 days and valid for one event. An additional late fee of \$40.00 will be assessed if the permit is not received prior to the opening of the event.</i>						
<i>Late Fees (if permit not renewed prior to expiration of event)</i>							
Late Fees	\$	50.00					
<i>Reinstatement Fee of Suspended Permit</i>							
Reinstatement Fee of Suspended Permit	\$	75.00					
<i>Re-inspection Fee</i>							
Re-inspection Fee	\$	150.00					
<i>Mobile Food Unit Permit Fee</i>							
Mobile Food Unit Permit Fee	\$	250.00					

CHAPTER 9 - GARBAGE AND REFUSE

ARTICLE II. - COLLECTION

Sec. 9-21. - Garbage and refuse collection rates.

Rates for Section 9A - Residential

Residential Monthly Cost	\$	19.30					
Extra Trash Carts (Monthly)	\$	10.80					
Extra Recycling Carts (Monthly)	\$	10.80					

Rates for Section 9B - Hand Pick Commercial

90 Gallon Monthly Container Fee - Times Picked-Up Per Week

	<i>One Time</i>	<i>Two Times</i>	<i>Three Times</i>	<i>Four Times</i>				
First Container	\$	24.30	\$	36.20	\$	48.20	\$	60.20
Each Additional Container	\$	12.90	\$	23.70	\$	34.40	\$	45.20
Replacement of carts due to negligence by customer (each)	\$	56.00						

Rates for Section 9C - Regular Commercial and Industrial

Front Load Monthly Fee - Times Picked-Up Per Week

	<i>One Time</i>	<i>Two Times</i>	<i>Three Times</i>	<i>Four Times</i>	<i>Five Times</i>	<i>Six Times</i>		
Two-Yard Container	\$	54.80	\$	95.50	\$	137.40	\$	178.10
Three-Yard Container	\$	74.00	\$	120.70	\$	167.40	\$	214.00
Four-Yard Container	\$	85.90	\$	138.60	\$	190.10	\$	242.80
Six-Yard Container	\$	112.30	\$	180.50	\$	254.80	\$	329.00
Eight-Yard Container	\$	131.40	\$	229.60	\$	329.00	\$	427.20
Casters and Locking Devices (per item, per month)	\$	8.10						

Front Load Compactor Service

	<i>One Time</i>	<i>Two Times</i>	<i>Three Times</i>	<i>Four Times</i>	<i>Five Times</i>	<i>Six Times</i>	<i>Monthly</i>	
Two-Yard Container	\$	107.50	\$	188.90	\$	272.70	\$	354.10
Three-Yard Container	\$	145.80	\$	239.20	\$	332.60	\$	426.00
Four-Yard Container	\$	169.60	\$	275.10	\$	378.10	\$	483.50
Six-Yard Container	\$	222.40	\$	358.90	\$	507.40	\$	655.90
Eight-Yard Container	\$	260.70	\$	457.10	\$	655.90	\$	852.30
Casters and Locking Devices (per item, per month)	\$	8.10						

Rates for Section 9D - Intermittent Commercial and Industrial

Front Load Container

	<i>Two-Yard</i>	<i>Three-Yard</i>	<i>Four-Yard</i>	<i>Six-Yard</i>	<i>Eight-Yard</i>	
Each Extra Pick-Up	\$	50.00	\$	52.40	\$	54.80
Delivery Charges and Discontinued Removals	\$	62.00				

Commercial Roll Off Container

	<i>Delivery</i>	<i>Day Rental</i>	<i>Haul</i>	<i>Deposit</i>		
Twenty-Yard	\$	121.90	\$	5.70	\$	319.40
Thirty-Yard	\$	121.90	\$	5.70	\$	361.30
Forty-Yard	\$	121.90	\$	5.70	\$	391.30

Additional \$26.20 per ton for over six tons for all sizes.

Compactor Service

	<i>Delivery</i>	<i>Day Rental</i>	<i>Haul</i>	<i>Install</i>	<i>Deposit</i>	
Twenty-Eight Yard	\$	121.90	\$	16.10	\$	355.40
Thirty-Yard	\$	121.90	\$	16.10	\$	373.30
Thirty-Five Yard	\$	121.90	\$	16.10	\$	403.20
Forty-Yard	\$	121.90	\$	16.10	\$	373.30
Forty-Two Yard	\$	121.90	\$	21.90	\$	403.20

CHAPTER 9 - GARBAGE AND REFUSE							
ARTICLE III. - COMMERCIAL GARBAGE COLLECTION AND FRANCHISES							
Sec. 9-39. - Requirement that all persons or entities engaged in the business of hauling commercial garbage or refuse shall be required to obtain a non-exclusive franchise from the City of Angleton, pay a fee of five percent of the billed amounts, and utilize machinery and equipment that is clearly identified.							
Application Processing Fee	\$	100.00					
Franchise Fee (<i>percent of amount actually billed</i>)		5%					
CHAPTER 13 - MISCELLANEOUS OFFENSES							
ARTICLE VI. - CREDIT ACCESS BUSINESSES							
Sec. 13-130. - Registration application.							
Application Fee	\$	50.00					
CHAPTER 13 - MISCELLANEOUS OFFENSES							
ARTICLE VII. - MASS GATHERINGS							
Sec. 13-161. - Permit requirements.							
Permit Application Fee	\$	400.00					
CHAPTER 13 - MISCELLANEOUS OFFENSES							
ARTICLE VI. - MASS GATHERINGS							
Sec. 13-168. - Inspection fees.							
Inspection Fee	\$	200.00					
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS							
ARTICLE II. - LICENSES AND PERMITS							
Sec. 14-21. - Licenses for manufactured home parks.							
License Fee	\$	50.00					
Renewal Fee	\$	50.00					
Additional Fee for Each Manufactured Home Space Over Five Spaces	\$	10.00					
Transfer Fee	\$	50.00					
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS							
ARTICLE V. - TEMPORARY CONSTRUCTION USE							
Sec. 14-82. - Licensing.							
License Fee	\$	50.00					
License Renewal Fee	\$	50.00					
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS							
ARTICLE VI. - RECREATIONAL VEHICLES, DIVISION 2. - RECREATIONAL VEHICLE PARKS							
Sec. 14-122. - License issuance; fee.							
Inspection Fee	\$	15.00					
Permit Fee	\$	15.00					
Annual License Fee (per recreational vehicle space)	\$	20.00					
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS							
ARTICLE VI. - RECREATIONAL VEHICLES, DIVISION 2. - RECREATIONAL VEHICLE PARKS							
Sec. 14-123. - Transfer of license; fee.							
Transfer Fee (per recreational vehicle space)	\$	20.00					
CHAPTER 15 - MUNICIPAL COURT							
ARTICLE II. - MUNICIPAL COURT OF RECORD							
Sec. 15-37. - Appeals.							
Fee for the Preparation of the Clerk's Record	\$	25.00					

CHAPTER 17 - PARKS AND RECREATION

ARTICLE I. - IN GENERAL

Sec. 17-1. - Recreation center fees.

Family (monthly)	\$	44.00					
Individual (monthly)	\$	32.00					
Senior Family (monthly)	\$	35.00					
Senior Individual (monthly)	\$	25.00					
First Responder/Military Family (monthly)	\$	35.00					
First Respondent/Military Individual (monthly)	\$	25.00					
Youth (monthly)	\$	25.00					
Adult Day Rate	\$	5.00					
Youth Day Rate	\$	4.00					
Child Day Rate	\$	4.00					
Spectator	\$	2.00					
Swim Diaper	\$	2.00					

CHAPTER 17 - PARKS AND RECREATION

ARTICLE III. - USE OF PUBLIC PARKS

Sec. 17-45. - User fees and obligations.

Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person Without Lights (per tournament, per day)	\$	200.00					
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person With Lights (per tournament, per day)	\$	250.00					
Deposit for Cleaning (per tournament)	\$	100.00					
Practice Games for Any Athletic Team Other Than League or Tournament Teams With Lights (per hour)	\$	20.00					
Practice Games for Any Athletic Team Other Than League or Tournament Teams Without Lights (per hour)	\$	15.00					
Fee for Failing to Clean Space of Litter to Satisfaction of the Parks and Recreation Department (per hour)	\$	20.00					

CHAPTER 17 - PARKS AND RECREATION

ARTICLE III. - USE OF PUBLIC PARKS

Sec. 17-77. - Use of city parks by athletic teams.

Fee per Athletic Team	\$	20.00					
Tournament (per team, per tournament)	\$	10.00					
Use for Practice (per team, per day)	\$	10.00					

CHAPTER 17 - PARKS AND RECREATION

ARTICLE III. - USE OF PUBLIC PARKS

Sec. 17-79. - Rental and deposit rates for pavilion and park rental facilities.

		Rate	Deposit				
Two Hours (Non-Resident)	\$	35.00	\$ 50.00				
Two Hours (Resident)	\$	25.00	\$ 50.00				
Four Hours (Non-Resident)	\$	60.00	\$ 50.00				
Four Hours (Resident)	\$	50.00	\$ 50.00				
All Day (Non-Resident)	\$	85.00	\$ 50.00				
All Day (Resident)	\$	75.00	\$ 50.00				

CHAPTER 17 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

ARTICLE II. - LICENSING AND REGISTRATION

Sec. 18-3. - Licensing; exemptions.							
Application Fee for License	\$	100.00					
CHAPTER 17 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS							
ARTICLE II. - LICENSE TRANSFERABILITY AND EXHIBITION OF LICENSE							
Sec. 18-6. - License transferability and exhibition of license.							
Fee for Each Additional Person's Photo Identification	\$	15.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE II. - CARNIVALS, DIVISION 2. - LICENSES							
Sec. 21-29. - Fee.							
License Fee	\$	250.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE III. - DANCES AND DANCE HALLS, DIVISION 2. - DANCE HALL LICENSES							
Sec. 21-69. - Fee.							
Dance Hall License Fee (<i>annual</i>)	\$	25.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE V. - AMUSEMENT REDEMPTION MACHINE GAME ROOMS							
Sec. 21-152. - Local initial certification fee for amusement redemption machine game room required.							
Up to 50 Amusement Redemption Machines	\$	600.00					
More than 50 and Up to 75 Amusement Redemption Machines	\$	900.00					
More than 75 and Up to 100 Amusement Redemption Machines	\$	1,200.00					
More than 100 and Up to 125 Amusement Redemption Machines	\$	1,500.00					
For Each Amusement Redemption Machine Over 125	\$	12.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE V. - AMUSEMENT REDEMPTION MACHINE GAME ROOMS							
Sec. 21-153. - Local license fee for amusement redemption machine game room required.							
Inspection and Amusement Redemption Machine Game Room License Fee (<i>per machine</i>)	\$	50.00					
Release of Machine Sealed for Non-Payment of License Fee	\$	50.00					
CHAPTER 21.3 - SECONDHAND GOODS							
ARTICLE II. - GARAGE SALES							
Sec. 21.3-22. - Garage sale regulations.							
Garage Sale Permit Fee	\$	2.00					
CHAPTER 21.4 - SEXUALLY ORIENTED BUSINESSES							

ARTICLE II. - LICENSE							
Sec. 21.4-23. - Fees.							
Permitting or Licensing Fee (<i>annual</i>)	\$	1,500.00					
City to Conduct a Survey	\$	1,000.00					
CHAPTER 21.5 - SIGNS							
Sec. 21.5-18. - Fees.							
Permitting Fee - Class I Sign	\$	100.00					
Permitting Fee - Class II Sign	\$	40.00					
Permitting Fee - Temporary, Nonprofit, Portable Signs	\$	-					
CHAPTER 21.5 - SIGNS							
Sec. 21.5-20. - Sign maintenance and removal.							
Sign Seizure Fee	\$	50.00					
Daily Storage Fee (<i>per day</i>)	\$	5.00					
CHAPTER 22 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES							
ARTICLE II. - STREETS; DIVISION 2. - OBSTRUCTIONS							
Sec. 22-34. - Enforcement.							
Minimum Fee for Trimming, Pruning, or Removal Service	\$	10.00					
CHAPTER 22 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES							
ARTICLE IV. - RIGHTS-OF-WAY							
Sec. 22-61. - Application fees for permits to use rights-of-way.							
Non-Franchise Utilities Right-of-Way Permit (<i>subject to additional fees, if deemed applicable</i>)	\$	1,000.00					
Franchise (e.g. Southwestern Bell, Entex, and Texas New Mexico) Utility Right-of-Way Permit (<i>subject to additional fees, if deemed applicable</i>)	\$	200.00					
CHAPTER 23 - LAND DEVELOPMENT CODE							
ARTICLE II. - SUBDIVISION AND DEVELOPMENT DESIGN							
Sec. 23-20. - Park dedication and recreation improvements.							
Fee in Lieu of Parkland Dedication Accompanying Plat or Site Application (<i>per single-family residential subdivision</i>)	\$	575.00					
Fee in Lieu of Parkland Dedication Accompanying Plat or Site Application (<i>per dwelling unit in a duplex, townhouse, apartment, or other multi-family development</i>)	\$	475.00					
CHAPTER 23 - LAND DEVELOPMENT CODE							
Ordinance No. 20190528-021							
Water Capacity Acquisition Fee (<i>per dwelling unit, as determined by the City Engineer, for any non-residential use</i>)	\$	536.70					
Sanitary Sewer Capacity Acquisition Fee	<i>Computed on a case-by-case basis, relative to the location of a subdivision or development to the wastewater treatment plant, affected lift station, and other affected waste water collection and conveyance improvements, and shall be based on the improvements required to provide an adequate level of service based on the proposed use, as determined by the City Engineer, in accordance with the standards. A capacity acquisition fee study must be performed. See "Capacity Acquisition Fee Study Fee" below.</i>						
Capacity Acquisition Fee Study Fee	\$	4,000.00					
<i>Water and Sewer Capacity Acquisition Fees shall be determined by the City Engineer using the guidelines and standards set out in Chapter 23 - Land Development Code, Article III. - Public Improvement Responsibilities, Division 2. - Utility Responsibilities, Sec. 23-28 - Responsibilities of the subdivider or developer. and Sec. 23-32 - Rough proportionality. of the Code of Ordinances of the City of Angleton.</i>							
CHAPTER 23 - LAND DEVELOPMENT CODE							
ARTICLE III. - PUBLIC IMPROVEMENT RESPONSIBILITIES, DIVISION 3. - SPECIAL AGREEMENTS							
Sec. 23-36. - Development and public improvement agreements.							
Administrative Fee Based on Project Cost (<i>up to \$10,000.00</i>)		5%					
CHAPTER 24 - TAXATION							

ARTICLE I. - IN GENERAL

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

Issuance of Tax Certificate	\$	10.00					
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CHAPTER 24 - TAXATION

ARTICLE II. - AD VALOREM TAXES

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

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

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

Subdivision 11. - Miscellaneous Provisions

Sec. 26-54-127. - Industrial wastewater surcharge; generally.

Surcharges for All Other Pollutants (<i>per contaminant, per day</i>)	\$	25.00					
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CHAPTER 26 - UTILITIES

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

Subdivision 11. - Miscellaneous Provisions

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

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

CHAPTER 26 - UTILITIES

ARTICLE III. - UTILITY RATES AND CHARGES

Sec. 26-71. - Water/sewer rates - Inside city service.

Inside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge
			0K to 8K	8K to 23K	23K to 48K	over 48K	
Table I - Residential (<i>ind. meter</i>)	\$ 21.24	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	N/A
Table II - Multifamily (<i>master meter</i>)	\$ 20.18	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	N/A
Table III - Commercial (<i>ind. meter</i>)	\$ 21.24	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	N/A
Table IV - Commercial (<i>master meter</i>)	\$ 20.18	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	N/A

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

Inside City Rates - Sewer	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage	Maximum Monthly Charge
Table II - Multifamily (<i>master meter</i>)	\$ 11.19	0 Gallons	\$ 3.52	N/A
Table III - Commercial (<i>ind. meter</i>)	\$ 11.19	0 Gallons	\$ 3.52	N/A
Table IV - Commercial (<i>master meter</i>)	\$ 11.19	0 Gallons	\$ 3.52	N/A

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

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

CHAPTER 26 - UTILITIES

ARTICLE III. - UTILITY RATES AND CHARGES

Sec. 26-72. - Water/sewer rates - Outside city service.							
Outside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge
			<i>0K to 8K</i>	<i>8K to 23K</i>	<i>23K to 48K</i>	<i>over 48K</i>	
Table I - Residential (<i>ind. meter</i>)	\$ 26.55	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	N/A
Table II - Multifamily (<i>master meter</i>)	\$ 25.23	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	N/A
Table III - Commercial (<i>ind. meter</i>)	\$ 26.55	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	N/A
Table IV - Commercial (<i>master meter</i>)	\$ 25.23	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	N/A
Table V - Wholesale Water Rates	The rate for the purchase of "Wholesale Water" through a fire hydrant meter provided by the city of from other locations established and metered by the city shall be the same as Table III - Commercial (<i>ind. meter</i>) under the Outside City Rate Table.						
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>							
Outside City Rates - Sewer	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage				Maximum Monthly Charge
Table I - Residential (<i>ind. meter</i>)	\$ 12.30	0 Gallons			\$ 3.38	\$ 56.24	
Table II - Multifamily (<i>master meter</i>)	\$ 13.99	0 Gallons			\$ 4.40	N/A	
Table III - Commercial (<i>ind. meter</i>)	\$ 13.99	0 Gallons			\$ 4.40	N/A	
Table IV - Commercial (<i>master meter</i>)	\$ 13.99	0 Gallons			\$ 4.40	N/A	
Table V - Sewer Only Customer	Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).						
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>							
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-73. - Deposits.							
Deposit for All New Water Customers	\$ 100.00						
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-73.1 - Deposits/connect fee.							
Connect Fee (<i>taken from Deposit for All New Water Customers</i>)	\$ 25.00						
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-73.2 - Closing of account.							
Refund of Remaining Deposit	\$ 75.00						
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-74. - Penalties.							
Penalty on Any Unpaid or Past Due Account (<i>minimum</i>)	\$ 10.00						
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-74.1. - Disconnect.							
Disconnect/Reconnect Fee	\$ 25.00						
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-75. - Water meter and sewer tap direct cost recovery fees.							
<i>The Ordinance references an "Exhibit A," containing the fees charged by the city to new accounts for water and/or sewer taps. No Exhibit A observed.</i>							
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							

Sec. 26-75.1. - Charges for water meter installations and sewer taps.							
Water Meter Installations							
3/4" Meter Fee	\$	500.00					
1" Meter Fee	\$	575.00					
1 1/2" Meter Fee	\$	1,000.00					
2" Meter Fee	\$	1,200.00					
Sewer Taps							
4" Sewer Tap Fee	\$	700.00					
6" Sewer Tap Fee	\$	950.00					
CHAPTER 26 - UTILITIES							
ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY							
Sec. 26-76. - Capital cost recover fees							
<i>Inside Corporate City Limits</i>							
3/4" Meter Pipe Size Fee	\$	156.00					
1" Meter Pipe Size Fee	\$	168.00					
1 1/2" Meter Pipe Size Fee	\$	192.00					
2" Meter Pipe Size Fee	\$	216.00					
Over 2" Meter Pipe Size Fee	<i>To be determined by city administrator.</i>						
<i>Outside Corporate City Limits</i>							
3/4" Meter Pipe Size Fee	\$	312.00					
1" Meter Pipe Size Fee	\$	336.00					
1.5" Meter Pipe Size Fee	\$	384.00					
2" Meter Pipe Size Fee	\$	432.00					
Over 2" Meter Pipe Size Fee	<i>To be determined by city administrator.</i>						
<i>Other Water and Sewer Capital Cost Recovery Fees</i>							
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (<i>inside the corporate city limits</i>)	\$	156.00					
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (<i>outside the corporate city limits</i>)	\$	312.00					
Residential Sewer Capital Cost Recovery Fee (<i>inside the corporate city limits</i>)	\$	312.00					
Residential Sewer Capital Cost Recovery Fee (<i>outside the corporate city limits</i>)	\$	624.00					
Fee for Each Unit Using the Sewer Tap (<i>per unit</i>) After the First Unit Using the Sewer Tap	\$	200.00					
Nonresidential sewer capital cost recovery fee, per restroom (<i>inside the corporate city limits</i>)	\$	400.00					
Nonresidential sewer capital cost recovery fee, per restroom (<i>outside the corporate city limits</i>)	\$	800.00					
CHAPTER 26 - UTILITIES							
ARTICLE III. - UTILITY RATES AND CHARGES							
Sec. 26-77. - Charges for misuse of utility service or meter.							
First Offense	\$	15.00					
Second Offense	\$	30.00					
Third Offense	\$	50.00					
Fourth Offense	<i>Legal Action</i>						
CHAPTER 26 - UTILITIES							
ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY							
Sec. 26-94. - Deposits and fees.							

Residential Deposit & Connection Fee (for new customers)	\$	100.00					
Commercial Deposit (or, amount to cover one month's bill)	\$	100.00					
High Volume Account Deposit (or, amount to cover one month's bill)	\$	400.00					
Apartment Deposit (per unit or amount to cover one month's bill)	\$	100.00					
Trailer Space Deposit (per unit or amount to cover one month's bill)	\$	100.00					
Late Fee (percentage of utility bills, which shall include water, sewer, and garbage or refuse collection)		10% or \$10.00 (whichever is greater)					
Disconnect Fee	\$	25.00					
Returned Check Fee	\$	30.00					
Install Lock on Meter (to terminate service)	\$	25.00					
Plug or Pull Meter (to terminate service)	\$	75.00					
Accuracy Test (if meter is correct)	\$	50.00					
Transfer of Service	\$	25.00					
Two Week Clean-Up (plus usage)	\$	10.00					
CHAPTER 26 - UTILITIES							
ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY							
Sec. 26-101. - Private water wells.							
Permit Fee	\$	200.00					
CHAPTER 27 - VEHICLES FOR HIRE							
ARTICLE II. - TAXICABS, DIVISION 2. - VEHICLE PERMITS							
Sec. 27-49. - Fee.							
Permit Issuance Fee (per car to be operated in the city for a 12-month period, ending December 31)	\$	50.00					
CHAPTER 27 - VEHICLES FOR HIRE							
ARTICLE II. - TAXICABS, DIVISION 3. - CITY TAXICAB DRIVER'S PERMIT							
Sec. 27-65. - Issuance of permit; fee.							
Background Information Check Fee	\$	10.00					
CHAPTER 27 - VEHICLES FOR HIRE							
ARTICLE III. - VEHICLE TOWING							
Sec. 27-91. - Fees for nonconsent tows.							
Fee for Nonconsent Tow			<i>Fee for Nonconsent Tow levied pursuant to V.T.C.A. Occupations Code Ch. 2308.</i>				
CHAPTER 28 - ZONING							
ARTICLE II. - ZONING PROCEDURES AND ADMINISTRATION							
Sec. 28-24. - Amendments to zoning ordinance and districts, administrative procedures, and enforcement.							
Waiver Request Fee	\$	100.00					
Rezoning Application Fee (if waiver request granted before expiration date)			<i>150% of the zoning application fee</i>				
CHAPTER 30 - SPECIAL DISTRICTS							
ARTICLE I. - GENERAL							
Sec. 30.5. - Deposit against expenditures.							
Initial Deposit Sum	\$	25,000.00					
Additional Deposit Sum	\$	10,000.00					



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 22, 2024

PREPARED BY: Hector Renteria

AGENDA CONTENT: Overlays – FY 24-25 Projects

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: Annually the City of Angleton enters an interlocal with Brazoria County for road maintenance. This previously consisted of the county milling/overlaying up to 2 miles of city owned, asphalt roadways. However, this year that has changed. The county will only mill/overlay 1 mile of city owned, asphalt roadways. Or the county will perform only overlaying on up to 2 miles of city owned, asphalt roadways. If this does not fit the manner that the City of Angleton wants to continue road projects, we have provided other options.

RECOMMENDATION: Staff is looking for guidance on the continuation of overlays.

Matt Hanks, P.E., CFM
COUNTY ENGINEER



Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

979.864.1265
ANGLETON

979.388.1265
CLUTE

281.756.1265
HOUSTON

979.864.1270
FAX

BRAZORIA COUNTY ENGINEERING

451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

September 3, 2024

City of Angleton
121 South Velasco
Angleton, TX 77515

RE: Fiscal Year 2025 Road Project Request

Dear Mayor:

Attached is your FY25 Road Project Request Summary Form. Please be advised that some information regarding your requests and interlocals has changed. After reviewing the information contained in this letter, please complete and return the enclosed Project Request Summary listing all Road Construction Projects **and** Ditch Digging Requests (maximum of four (4) locations) in priority order for which you are requesting labor and equipment from Brazoria County Road and Bridge for Fiscal Year 2025. Please do not include the roads from your FY 2024 road project request.

Each Project Request Summary requires Mayoral approval by signature. It is very important for our Superintendent to be involved in the negotiation and planning process with your Administration as to the level of work the County can accomplish for you. **Please return your completed Project Request Summary prior to November 1, 2024 (note – this deadline has changed from previous years) by emailing to the following:**

engineer-interlocals@brazoriacountytx.gov

We encourage you to consider that the County would prefer to do **overlays only**, where appropriate, for **road construction** on an **entire road** to limit the number of mobilizations. Doing sub-base, base and stabilization of road materials is consuming and ties up resources. We request that you limit “road construction” to a total of approximately **two miles** per year.

Ditch Digging Requests must be included in your Project Request Summary **and** must include a map with the requested area highlighted. Any drainage design work necessary for this request is the responsibility of the city.

The County Road and Bridge Act authorized Commissioners Court to expend county funds and utilize county equipment to do road and street work within incorporated cities and towns, provided the governing body of the city or town consents **and it does not interfere with county road and bridge projects**. Therefore, work under this Interlocal agreement must be initiated by submitting a written request signed by your Mayor to the Engineer's Office. If such work is determined to be a benefit to the County by Commissioners Court, work will be performed as quickly as our Road Superintendent is able to schedule in coordination with other projects and commitments.

If unexpected projects come up during the year, please follow the same process of involving our appropriate Service Center. The Road Superintendent will schedule in coordination with other projects and commitments.

It is not necessary to involve the Superintendent in the planning process for driveways to be set, or pothole patching. Please submit a written request to engineer-interlocals@brazoriacountytx.gov. For culvert sets please include all of the following information in your request:

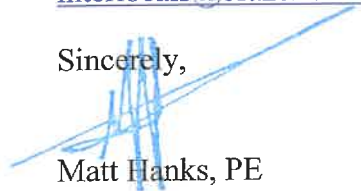
- Location
- Name and Contact Number (person requesting the work)
- Number of Culverts to be Set
- Diameter of Culverts to be Set

Culverts must be on-site with area staked out. The County will assist in spreading material providing the material is on-site prior to our arrival to perform the work.

Cities are responsible for all material (road material, patching material, signs, culverts, etc.) and may purchase through the County's suppliers providing they have a "separate" Interlocal agreement with the Brazoria County Purchasing Department to do so. Cities will be invoiced for any material depleted from County Road and Bridge inventory. Cities should obtain a Purchase Order directly with supplier, paying the supplier direct for material costs.

If you have any questions, please contact Tricia Simmons at (979)864-1265 or email engineer-interlocals@brazoriacountytx.gov.

Sincerely,



Matt Hanks, PE
County Engineer

**City of Angleton
Interlocal Agreement Project Request Summary FY-25**

STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY

Note: Must have Mayoral approval

Return to: County Engineer's Office
Engineer-interlocals@brazoriacountytx.gov

Approved By: Mayor

Date

City of Angleton
 FY20/ FY 23/24 Preliminary Overlays

Street/Location	From	To	Length (SY)	Work Description	Costs
Arcola	E Mulberry	RR Tracks	1516	1.5" Mill/Overlay	\$ 60,367.12
Magnolia	N Rock Island	E Mulberry	4057	1.5" Mill/Overlay	\$ 161,549.74
Valderas	Locust	Magnolia	744	1.5" Mill/Overlay	\$ 29,643.78
Anderson	Magnolia	Locust	1170	1.5" Mill/Overlay	\$ 29,355.30
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
		TOTAL	7487.444444		

\$ 280,915.94



City of Angleton
 FY20/ FY 23/24 Preliminary Overlays

Street/Location	From	To	Length (SY)	Work Description	Costs
Arcola	E Mulberry	RR Tracks	1516	1.5" Mill/Overlay	\$ 27,090.92
Magnolia	N Rock Island	E Mulberry	4057	1.5" Mill/Overlay	\$ 72,498.59
Valderas	Locust	Magnolia	744	1.5" Mill/Overlay	\$ 13,303.22
Anderson	Magnolia	Locust	1170	1.5" Mill/Overlay	\$ 20,907.90
Rock Island	Mulberry	Orange	872	1.5" Mill/Overlay	\$ 15,582.64
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
		TOTAL	8359.444444		

\$ 149,383.27



City of Angleton
 FY20, FY 23/24 Preliminary Overlays

Street/Location	From	To	Length (SY)	Work Description	Costs
Arcola	E Mulberry	RR Tracks	1516	1.5" Mill/Overlay	\$ 82,697.80
Magnolia	N Rock Island	E Mulberry	4057	1.5" Mill/Overlay	\$ 221,309.35
Valderas	Locust	Magnolia	744	1.5" Mill/Overlay	\$ 40,609.44
Anderson	Magnolia	Locust	1170	1.5" Mill/Overlay	\$ 63,823.50
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
		TOTAL	7487.444444		

\$ 408,440.09



City of Angleton
 FY20, FY 23/24 Preliminary Overlays

Street/Location	From	To	Length (ft)	Width (ft)	Work Description	Costs
Arcola	E Mulberry	RR Tracks	1370	20	1.5" Mill/Overlay	\$ 27,331.50
Magnolia	N Rock Island	E Mulberry	1640	20	1.5" Mill/Overlay	\$ 32,718.00
Valderas	Locust	Magnolia	370	20	1.5" Mill/Overlay	\$ 7,381.50
Anderson	Magnolia	Locust	820	20	1.5" Mill/Overlay	\$ 16,359.00
Rock Island	Mulberry	Orange	330	20	1.5" Mill/Overlay	\$ 6,583.50
Arcola	Live Oak	Mulberry	1500	60	1.5" Mill/Overlay	\$ 89,775.00
Chenango	E Locust	Mulberry	1080	60	1.5" Mill/Overlay	\$ 64,638.00
					1.5" Mill/Overlay	
					1.5" Mill/Overlay	
		TOTAL	7110	1.35		

\$ 244,786.50



City of Angleton
 FY20/ FY 23/24 Preliminary Overlays

Street/Location	From	To	Length (SY)	Work Description	Costs
Gifford Road	Cemetary	County Line	6704	1.5" Mill/Overlay	\$ 266,953.28
Gifford Lane	Gifford Road	Downing	5718	1.5" Mill/Overlay	\$ 227,690.76
Western Avenue	W Mulberry	W of Heritage Oaks	7336	1.5" Mill/Overlay	\$ 400,178.80
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
		TOTAL	19758		

\$ 894,822.84



City of Angleton
 FY20, FY 23/24 Preliminary Overlays

Street/Location	From	To	Length (ft)	Work Description	Costs
Gifford Road	Cemetary	County Line	6704	1.5" Mill/Overlay	\$ 365,703.20
Gifford Lane	Gifford Road	Downing	5718	1.5" Mill/Overlay	\$ 311,916.90
Western Avenue	HWY 35/W Mulberry	HWY 35/W Mulberry	7336	1.5" Mill/Overlay	\$ 400,178.80
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
				1.5" Mill/Overlay	
		TOTAL	19758		

\$ 1,077,798.90



City of Angleton
 FY20, FY 23/24 Preliminary Overlays

Street/Location	From	To	Length (ft)	Width (ft)	Work Description	Costs
Gifford Road	Cemetary	County Line	2800	20	1.5" Mill/Overlay	\$ 55,860.00
Gifford Lane	Gifford Road	Downing	2510	20	1.5" Mill/Overlay	\$ 50,074.50
Western Avenue	HWY 35/W Mulberry	HWY 35/W Mulberry	3100	20	1.5" Mill/Overlay	\$ 61,845.00
					1.5" Mill/Overlay	
					1.5" Mill/Overlay	
					1.5" Mill/Overlay	
					1.5" Mill/Overlay	
					1.5" Mill/Overlay	
					1.5" Mill/Overlay	
		TOTAL	8410	1.59		

\$ 167,779.50





AGENDA ITEM SUMMARY FORM

MEETING DATE: November 12th, 2024
PREPARED BY: Hector Renteria
AGENDA CONTENT: TCEQ Compliance Investigation Update
AGENDA ITEM SECTION: Regular Agenda

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

FUND:

EXECUTIVE SUMMARY: On October 16th, 2024, TCEQ scheduled a comprehensive compliance investigation for the Angleton Wastewater Treatment Plant. This investigation resulted in several alleged violations (AV). These AV's required corrective action to resolve, which were all fulfilled in the time frame allotted. Now that this has been submitted, we will await TCEQ response, and how they proceed forward. This investigation was not directly tied to the EPA's compliance order we received on May 16th, 2024, however there were observations in both instances that stem from the same root cause, low dissolved oxygen. In the EPA's compliance order there were instances of high ammonia. In TCEQ's investigation low dissolved oxygen was recorded. Without enough dissolved oxygen the ammonia cannot be removed from the wastewater. As we move forward with our capital improvement project at the wastewater treatment plant, these ongoing issues will be corrected.

RECOMMENDATION: This is only an informational item.



June 4, 2024

Judy Edelbrock
 Water Enforcement Branch
 U.S. EPA Region 6
 1201 Elm Street, Suite 500
 Dallas, TX 75270-2102

Re: City of Angleton Oyster Creek Wastewater Treatment Plant
 Docket Number CWA-06-2024-1751

Ms. Edelbrock:

The City of Angleton is in receipt of your email dated May 16, 2024, which included a Findings of Violation and Compliance Order, Docket Number CWA-06-2024-1751. The Compliance Order requires the City to a) submit a list of the specific actions taken to correct the Ammonia Nitrogen and Total Suspended Solids violations, and b) provide written certification to EPA Region 5 that the violations cited have been corrected and the facility is compliant with the requirements of the permit.

The Compliance Order pertains to the following effluent quality violations, which were provided in Attachment B of the Compliance Order:

Monitoring Period	Parameter	Units	Measure	Limit	DMR Value
March 2023	Ammonia	mg/L	Daily Avg	3	3.11
March 2023	Ammonia	mg/L	Daily Max	7	9.41
April 2023	Ammonia	mg/L	Daily Avg	3	3.51
April 2023	Ammonia	mg/L	Daily Max	7	13.8
June 2023	Ammonia	mg/L	Daily Avg	3	3.17
June 2023	Ammonia	mg/L	Daily Max	7	8.62
September 2023	Ammonia	mg/L	Daily Avg	3	3.95
September 2023	Ammonia	mg/L	Daily Max	7	15.47
September 2023	Total Suspended Solids	mg/L	Daily Avg	15	26.68
September 2023	Total Suspended Solids	mg/L	Daily Max	40	195



Capital Repairs That Likely Impacted Effluent Quality

The City performed two capital repair projects that may have been a factor in these violations.

1. The City replaced the air diffusers in the treatment plant's aeration basin. This work began on March 25, 2023, and concluded on June 21, 2023. The plant has two aeration basins. The replacement was performed sequentially so that one of the two basins was always in service. There was no other way feasible to perform this work. The reduced volume of aeration during this period may have resulted in a lesser performance of ammonia removal, since nitrification of ammonia requires sufficient air flow and hydraulic retention time.
2. On September 28, 2023, the City began having issues with the blowers. One blower had operational issues, and as it was being repaired, a second blower's motor became damaged. This left the plant operating on one blower. Then as one blower was repaired, the third blower's motor also became damaged. All these repairs were repaired as quickly as possible, but the plant operated on one blower for several days throughout this period. The City installed variable frequency drives on the three aeration blowers at the treatment plant to remedy this situation. In addition, a fourth blower was purchased and remains in protective storage in case it is needed. Much like the diffuser replacement project, insufficient aeration may have been a factor in the ammonia and total suspended solids levels in the effluent.

Proactive Steps Taken By the City

In 2024, the City has taken steps to improve the plant performance, one focused on operation and the other focused on capital.

Operations Steps

In March 2024, the City requested that its engineering firm, HDR Inc., perform an assessment of potential causes and remedies of recent treatment issues. The engineer recommendations for two areas of focus:

1. Better Methods for Solids Balance- One issue involved a highly fluctuating mixed liquor suspended solids (MLSS) concentration in the aeration basins. To keep this at a more uniform level, the recommendations were:
 - a. More frequent visits from the solids dewatering and transportation company. Longer times between visits resulted in more difficulty for the operators being able to waste solids to the digester as frequently as needed. This is occurring.
 - b. Determine MLSS with less delay. The plant regularly runs centrifuge tests to estimate MLSS levels, plus took two samples per week to send to a third party laboratory. It can be over a week before they get the results back, so they use the 30 minute settleometer test and centrifuge tests for determining the amount to waste. Although this is common industry practice, it is difficult to accurately determine MLSS concentrations. To better understand MLSS with less delay, the City now samples MLSS five times per week and has a much quicker turnaround time for results to be communicated back to them.



- c. Install a timer on the Waste Activated Sludge to have a more consistent wasting pattern. This has been done.
2. Optimize Air Flow to the Aeration Basins – In an attempt to increase aeration and prevent ammonia excursions, several of the new fine bubble diffusers appear to have been damaged. Operational recommendations to better manage aeration practices included:
 - a. Install flowmeter on the aeration header. This will be used to compare air flow to the maximum allowed by the diffusers.
 - b. Perform a treatment process model to identify shortcomings of the aeration system. This can be used to generate solutions for the medium term and long term.
 - c. Both of these recommendations for airflow optimization are potentially going to be included in the Schneider Electric project explained below.

Capital Related Steps

The City is in final negotiations with Schneider Electric to perform several capital related improvements that will likely result in more reliable effluent quality. Although the improvements include other items that are not related to the issues in this Compliance Order, there are several that will improve ammonia and TSS removal. These improvements include:

1. New, more efficient blowers and related controls
2. New mixers and fine bubble diffusers in the aeration basin
3. New on-site solids dewatering system

Angleton City Council has approved the City entering a contract with Schneider Electric that will likely utilize an energy savings performance contracting model to finance the project. It is anticipated that the design of these improvements will begin later in 2024.

If you have any questions or require additional information, please contact me at 979-824-3333.

Sincerely,

Hector Renteria
Public Works Director

Jon Niermann, *Chairman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 23, 2024

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

9489 0090 0027 6002 6893 55

The Honorable John Wright
Mayor of Angleton
121 South Velasco Street
Angleton, Texas 77515

Re: Notice of Enforcement
Oyster Creek Wastewater Treatment Facility
RN102179785, TPDES Permit No. WQ0010548004, EPA ID No. TX0056316
CCEDS Investigation No. 1950452

Dear Mayor John Wright:

We have conducted a record review investigation of the self-reported data for the above-referenced permit and noted the following alleged violations.

Alleged Violations

1.	Failure to comply with the permit effluent limit for Total Ammonia Nitrogen daily maximum (mg/L) at Outfall 001A for the monitoring periods ending 04/30/2023 and 09/30/2023.
2.	Failure to comply with other permit effluent limits during the period of 10/2022 through 09/2023.

Other Areas of Concern

The permittee needs to ensure that the Signatory Roles and Subscriber Agreements associated to this permit in the NetDMR system reflect the current Cognizant Official and any authorized users.

The Legislature has granted enforcement powers to the TCEQ to carry out its mission to protect human health and the environment. Due to the apparent seriousness of the alleged violations, formal enforcement action has been initiated, and additional violations may be cited upon further review. We encourage you to immediately begin taking actions to address the outstanding alleged violations.

In responding with prompt corrective action, the administrative penalty to be assessed may be limited.

Honorable John Wright
Page 2

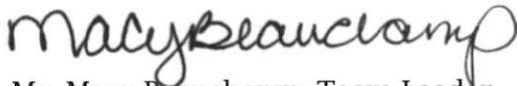
The Commission recognizes that the great majority of the regulated community wants to prevent pollution and to comply with environmental laws. We dedicate considerable resources toward making voluntary compliance achievable. But where compliance has not been met it is our duty to protect the public and the environment by enforcing the state's environmental laws, regulations, and permits.

Also, if you believe the violations documented in this notice have been cited in error, **and** you have additional information that we are unaware of, you may request a meeting to discuss this enforcement matter. To request a meeting, send a letter describing the additional information to the address shown below.

Manager, Water Section
Enforcement Division, MC 219
Re: Enforcement Meeting Request
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

If you or members of your staff have any questions, please feel free to contact Mr. Michael Garcia of my staff at (512) 239-1123 or michael.garcia@tceq.texas.gov.

Sincerely,



Ms. Macy Beauchamp, Team Leader
Compliance Monitoring Team (MC 224)
Texas Commission on Environmental Quality

TCEQ EXIT INTERVIEW FORM: Potential Violations and/or Records Requested

Item 13.

Regulated Entity/Site Name	City of Angleton Oyster Creek WWTF			TCEQ Add. ID No. RN No. (optional)	WQ0010548004; TX0056316	
Investigation Type	WWCCIMJMOD	Contact Made In-House (Y/N)	Y	Purpose of Investigation	Focused Compliance Investigation	
Regulated Entity Contact	Olga Flores, Javier Gonzalez			Telephone No.		Date Contacted 10/16/2024
Title	Wastewater Superintendent, Wastewater Treatment Plant Operator			Email Address:		Date Emailed 10/17/2024

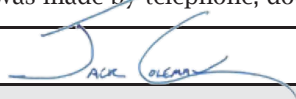
NOTICE: The information provided in this form is intended to provide clarity to issues that have arisen during the investigation process between the TCEQ and the regulated entity named above and *does not represent final TCEQ findings related to violations*. Any potential or alleged violations discovered after the date on this form will be communicated by telephone to the regulated entity representative prior to the issuance of a notice of violation or enforcement. Conclusions drawn from this investigation, including additional violations or potential violations discovered (if any) during the course of this investigation, will be documented in a final investigation report.

Issue		For Records Request: identify the necessary records, the company contact and date due to the agency. For Alleged and Potential Violation issues: include the rule in question with the clearly described potential problem. Other type of issues: fully describe.				
No.	Type ¹	Rule Citation (if known)	Description of Issue			
1	AV	Title 30 Texas Administrative Code (TAC) Chapter §305.125(1), §305.125(5); TPDES Permit No. WQ0010548004; TX0056316, Operational Requirements No. 1, Page 13	<p>Failed to operate and maintain the facility.</p> <p>Specifically, the plant A and B clarifier weirs were observed to be short circuiting.</p> <p>Corrective Action: <i>The wastewater treatment plant must be operated in a manner which minimizes the risk of untreated or inadequately treated wastewater from being discharged to the receiving stream.</i></p> <p><i>Submit documentation to the TCEQ Houston Region 12 Office indicating that the weirs are level and distributing flow evenly by October 27, 2024.</i></p>			
2	AV	Texas Water Code Chapter 26.121(a); 30 Texas Administrative Code (TAC) Chapter 305.125(1); TPDES Water Quality Permit, WQ0010548004; TX0056316, Effluent Limitations & Monitoring Requirements, Page 2a	<p>Failed to maintain compliance with the permitted effluent limits.</p> <p>Specifically, the grab sample collected during the investigation was not compliant with the total chlorine residual single grab limit of less than 0.1 mg/L following dechlorination. The result of the chlorine analysis was 0.18 mg/L (0.29 mg/L with a manganese correction of 0.11 mg/L).</p> <p>Corrective Action: <i>Compliance with the permitted effluent limits must be maintained. Submit documentation describing the action taken to prevent the recurrence of total chlorine residual exceedances following chlorination. Documentation shall be submitted to the TCEQ Houston Region 12 Office two weeks of compliant chlorine residual concentrations (following dechlorination). Submit by October 27, 2024.</i></p>			

3	AV	Title 30 Texas Administrative Code (TAC) Chapter 305.125(1); 305.125(9); TPDES Water Quality Permit, WQ0010548004; TX0056316, Monitoring and Reporting Requirements No. 7. Non-Compliance Notification, c., Page 7	Failed to submit a noncompliance notification in writing within five working days of becoming aware of the noncompliance. During the monitoring period ending April 30, 2024 and August 31, 2024, the daily maximum for E. Coli was 2420 (CFU/100 mL) (507% above the permitted daily maximum of 399 CFU/100 mL). This was at Outfall 001. Corrective Action: <i>A written submission of such information shall be provided by the permittee to the Regional Office and the Enforcement Division (MC 224) within five working days of becoming aware of the noncompliance. Submit the required noncompliance notifications by October 27, 2024.</i>	Item 13.
4	O	Title 30 Texas Administrative Code (TAC) Chapter §305.125(1); TPDES Permit No. WQ0010548004; TX0056316, Effluent and Monitoring Requirements, page 2h	There have been two self-reported effluent violations in the last 12 months. During the monitoring period ending April 30, 2024 and August 31, 2024, the daily maximum for E. Coli was 2420 (CFU/100 mL) (507% above the permitted daily maximum of 399 CFU/100 mL). This was at Outfall 001. <i>Self-reported effluent violations may be subject to enforcement, including penalties, upon review by the Enforcement Division.</i>	
5	O	Title 30 Texas Administrative Code (TAC) Chapter §305.125(1), §305.125(5); TPDES Permit No. WQ0010548004; TX0056316, Operational Requirements No. 1, Page 13	<i>Is the SV30 and the mixed liquor concentration within the recommended range (30-60%)?</i> The thirty-minute settleable solids concentration (SV30) in the aeration basin at the facility was 8% in Plant A and 10% in Plant B. The SV30 concentration was below the recommended 30% to 60% operating range.	
6	O	Title 30 Texas Administrative Code (TAC) Chapter §305.125(1), §305.125(5); TPDES Permit No. WQ0010548004; TX0056316, Operational Requirements No. 1, Page 13	<i>Is the Dissolved Oxygen concentration in aeration basin within the recommended range? (2.0 mg/L for plants with ammonia nitrogen limits, 1.0 mg/L for all others).</i> The dissolved oxygen concentration in the Plant A aeration basin was 1.02 mg/L.	
7	RR		Photos of the weir leveling for the clarifiers from the September 29, 2022 e-mail. This is for violation Track no. 828983 from the September 19, 2022 investigation.	

Issue Type Can Be One or More of: AV (Alleged Violation), PV (Potential Violation), O (Other), or RR (Records Request)

Did the TCEQ document the regulated entity named above operating without proper authorization?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<i>Item 13.</i>
Did the investigator advise the regulated entity representative that continued operation is not authorized?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Document Acknowledgment. Signature on this document establishes only that the regulated entity (company) representative received a copy of this document and associated continuation pages on the date noted. If contact was made by telephone, document will be faxed to regulated entity; therefore, signature not required.			
Jack Coleman		10/17/2024	
Investigator Name (Signed & Printed)		Date	Regulated Entity Representative Name (Optional)
			Date

If you have questions about any information on this form, please contact your local TCEQ Regional Office.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, call 512-239-3282.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/12/2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action on approving Resolution No. 20241112-000 casting votes for the Board of Directors of the Brazoria County Appraisal District.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

At the October 08, 2024, Council meeting, Council approved Resolution No. 20241008-012 to nominate Susan Spoor to the BCAD Board of Directors as representatives of Angleton.

The ballot has been received by BCAD and they are requesting that the City of Angleton cast their votes by December 15, 2024. Angleton receives a total of 42 votes that can be used all on one candidate or split between any number of candidates on the ballot.

RECOMMENDATION:

Approve Resolution No. 20241112-000 casting votes for the Brazoria County Appraisal District Board of Directors Ballot

BRAZORIA COUNTY APPRAISAL DISTRICT

Item 14.

MEMBERS OF THE BOARD

Kristin Bulanek
Elizabeth Day
Tommy King
John Luquette
Patrick O'Day
Gail Robinson
George Sandars
Susan Spoor
Robert York-Westbrook

CHIEF APPRAISER

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



October 21, 2024

Honorable John Wright
Mayor of Angleton
121 S. Velasco
Angleton, TX 77515

Dear Honorable John Wright,

Thirty-four voting taxing units were entitled to submit by written resolution, nominations to appoint five-members to the board of directors of the Brazoria County Appraisal District for the year 2025. **Attached is the official ballot with the nominations we received.**

CITY OF ANGLETON IS ENTITLED TO CAST **45** VOTE(S).

Each voting unit must vote by **Written Resolution** and submit it to the chief appraiser before **December 15, 2024**. The governing body of the taxing unit may cast all its votes for one candidate or distribute the votes among any number of candidates. When you add the column of your votes, your total should not be greater than your allotted number.

A voting unit must cast its votes for a person, or persons nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes cast for someone not listed on the official ballot.

Please complete the ballot and return to Marcel Pierel III, Chief Appraiser, by mail to 500 North Chenango, Angleton, Texas 77515, email mpierel@brazoriacad.org or fax to 979-849-7984 **along with a Written Resolution before December 15, 2024.** If you have any questions about the format of your resolution or any other matter, give me a call immediately.

It is important that you return your **Ballot and Resolution** to the chief appraiser before **December 15, 2024**, so that we may count the votes, declare the winners, and notify all taxing units and candidates of the results.

Sincerely,

A handwritten signature in black ink that reads "Marcel Pierel III". The signature is stylized and includes the Roman numeral "III" at the end.

Marcel Pierel III
Chief Appraiser

MP/td
Enclosure

**BRAZORIA COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS ELECTION 2024**

OFFICIAL BALLOT

<u>NOMINATIONS/CANDIDATES</u>	<u>VOTE(S) CAST</u>
1. <u>Kristin Bulanek</u>	1. _____
2. <u>Eric Hayes</u>	2. _____
3. <u>Wayman Hutchings</u>	3. _____
4. <u>Glen Jones</u>	4. _____
5. <u>Tommy King</u>	5. _____
6. <u>Arnetta Murray</u>	6. _____
7. <u>Marinell Music</u>	7. _____
8. <u>Patrick O'Day</u>	8. _____
9. <u>Gail Robinson</u>	9. _____
10. <u>George Sandars</u>	10. _____
11. <u>Susan Spoor</u>	11. _____

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY: _____

VOTES ENTITLED TO: _____

VOTES CAST: _____

RESOLUTION NO. 20241112-014

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS CASTING VOTES FOR THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT.

WHEREAS, the official ballot containing the names of the duly nominated candidates for the Board of Directors of the Brazoria County Appraisal District has been received from the Chief Appraiser of the Brazoria County Appraisal District; and

WHEREAS, the City of Angleton wishes to cast its votes thereon;

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

SECTION 1. The City of Angleton does hereby determine and cast its votes for the candidates for the Board of Directors of the Brazoria County Appraisal District as follows:

Name: _____ Cast Votes: _____

SECTION 2. The official ballot be marked in accordance with this resolution and returned to the Chief Appraiser of the Brazoria County Appraisal District with a copy of the resolution attached hereto prior to December 15, 2024.

PASSED AND APPROVED THIS THE 12TH DAY OF NOVEMBER 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12 November 2024

PREPARED BY: Lindsay Koskiniemi, CGFO, CPM, MPA, MSA

AGENDA CONTENT: Discussion and possible action on possible changes to the City's procurement and vendor selection process.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

This agenda item is presented to City Council to encourage discussion and solicit feedback on the vendor selection process done through municipal procurement as set out in Angleton ordinances and the Texas Local Government Code. The municipal expenditure of more than \$50,000.00 requires compliance with Chapter 252 Texas Local Government Code. This discussion arises from the city council consideration of the selection process for the contractor to perform the city hall annex refurbishment and construction of improvements. That procurement was based on the City's publication seeking Requests for Proposals (RFP) for services.

The City's purchasing guidelines can be found in Chapter 2, Article V (Sections 141-151) of the City's Code of Ordinances These guidelines are in compliance with Chapter 252 – Purchasing and Contracting Authority of Municipalities, of the Texas Local Government Code ([LOCAL GOVERNMENT CODE CHAPTER 252. PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES](#)).

For general procurement of goods or services (*special rules may apply to construction procurement e.g. Construction Manager at Risk*), a contract must be awarded to:

- (a) the lowest responsible bidder, **or**
- (b) the bidder who provides goods or services at the "best value." TEX. LOC. GOV'T CODE §252.043.

When determining "best value," the city may consider factors set out by statute other than the purchase price of the goods and services, including among other things: (1) the reputation of the bidder and the bidder's goods or services; (2) the quality of the bidder's goods or services; (3) the bidder's past relationship with the city; and (4) any other lawful criteria.

In Texas, the “lowest responsible bidder” refers to the vendor who submits the lowest price bid while also meeting all the necessary qualifications and requirements set out in the bid specifications. So not solely the cheapest price but also the bidder’s overall competency to complete the project.

Alternatively, the City may participate in Cooperative Purchasing Programs as set out in Chapter 271 of the Local Government Code. These programs include Buyboard, Houston Galveston Area Cooperative Purchasing Program and TexasSmartBuy. All permissible by both City Ordinance and State law and regularly used by the City. Cooperative purchasing programs help the City save money by leveraging the buying power of members to negotiate better prices and eliminates the need for bidding.

Separate state laws apply to seeking professional services as set out in the Professional Services Procurement Act in Chapter 2254 of the Texas Government Code. Professional services include a list of services which include accounting landscape architecture, land surveying professional engineering real estate appraising, certified public accountants, architects, land surveyors, legal services, and more. The city may not seek professional services by competitive bidding.

When selecting a vendor, the City’s process is to assemble a bid submittal review team if necessary (*only necessary when the City is not selecting the lowest responsible bidder*) to review bids received and to score the submittals based on the scoring criteria enumerated within the bid solicitation, or to apply the criteria for “best value” as set out above. (this was the method for the procurement of the city hall annex construction company). The City has a policy for creation of the review team and the scoring, however, scoring when considering vendors is dictated by the form of procurement.

RECOMMENDATION:

Staff recommends City Council provide input on any suggested procedural changes to the existing vendor selection process and possible modifications of City policies in place



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 12, 2024

PREPARED BY: Colleen Martin

AGENDA CONTENT: Discussion on the City Manager's performance review.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

In accordance with the City Manager Employment Agreement, Section 5.1 Evaluation Process, the City Council shall review the City Manager's performance at least annually but no more than twice in any fiscal year, and the annual review will occur in November each year.

The City Manager's last performance review was done on December 13, 2022, and City Council discussed in Executive Session.

The City Manager has requested that this review be discussed in an open session. Texas Open Meetings Act, Government Code Sec. 551.074 permits discussion of employment or personnel matters in executive (closed) session, however, an employee or officer does not have an inherent right to attend a closed meeting. The employee or officer who is to be discussed has a right to compel that the discussion be conducted in an open meeting instead of a closed meeting. Tex. Gov. Code Sec. 551.074(b).

The mayor and each council member were provided with a scoring mechanism developed by the International City Manager Association (ICMA), which allowed for comments. The scores were tallied and averaged, and those comments related to the City Manager only were included in the summary. The reviews were shared with the City Manager under cover, and they are anonymous. The average scores and comments provided by the City Council are found in the attached document.

RECOMMENDATION: