



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, JANUARY 24, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

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.

1. Discussion and possible action on Resolution No. 20230124-001 to impose a percentage-based collection penalty on delinquent taxes and assessments owed to the City and Public Improvement District to defray the cost of collections.
2. Discussion and possible action on the selection of Wind and Hail property insurance as part of the City's property insurance program for a policy beginning February 16, 2023.
3. Discussion and possible action on a Preliminary Replat for PT Patrick Thomas Estate, for a 7.732 -acre subdivision, 1-Block, 2 Lots, 1 Reserve, formally known as Vera Subdivision.

- [4.](#) Discussion and possible action on Resolution No. 20230124-004 establishing the procedure for the May 6, 2023, General Election in Angleton, Texas; and providing for other related matters related thereto.
- [5.](#) Discussion and possible action on Resolution No. 20230124-005 supporting a housing tax credit application for the Amber Ridge Apartments LP, 114 Woodway Drive.
- [6.](#) Discussion and possible action on Ordinance No. 20230110-009, Attachment- Exhibit B, Land Plan Updates, of a previously approved Planned Development (PD) District No. 3., on an approximate 164.50 acres of land located on the north side of Anchor Road (CR 44) approximately 2,000 feet northwest of W. Wilkins Street.

PUBLIC HEARINGS AND ACTION ITEMS

- [7.](#) Conduct a public hearing, discussion, and possible action on Ordinance No. 20230124-007 rezoning 0.4213 acres from Commercial Office-Retail District to C-OR to 2F, Two-Family Residential District (duplex homes), for property located at 425 N. Walker St. at the SW corner of W. Live Oak St., Tract 163A20 Jose De Jesus Valderas Survey, A-380, City of Angleton, TX, Brazoria County.
- [8.](#) Conduct a public hearing, discussion and possible action on Ordinance No. 20230124-008 rezoning approximately 10.12 acres from the Planned Development District (PD) to Agricultural District (AG), for property located on the east side of the Shanks Road extension, north of CR220, Angleton, TX, Brazoria County.

REGULAR AGENDA

- [9.](#) Discussion and possible action on approving the Brazoria County Veteran Association to hold the 25th Annual Veteran Day parade in Angleton on November 11, 2023, and to allow representative(s) from Council and staff.
- [10.](#) Discussion and possible action on the Multimodal Pathway grant project, presentation given by Texas Department of Transportation representatives (TxDOT).
- [11.](#) Discussion and possible action on approving Resolution No. 20230124-011 to contribute \$193,834 toward the Police Console Upgrade Project to be further funded by \$248,106 from a State Homeland Security Project Grant administered by H-GAC.
- [12.](#) Discussion and possible action on Ordinance No. 20230124-012 to impose a percentage-based collection fee on delinquent utility accounts to defray the cost of collections.
- [13.](#) Discussion and possible action on a proposed Concept Plan for Whispering Oaks Subdivision, for 49 lots, 2 Blocks, on 28.203 acres located north of Western Avenue and east of Heritage Oaks Drive.
- [14.](#) Discussion and possible action on awarding the Request for Qualification (RFQ) Legal Services for the Collection of Delinquent Utility Bills, Delinquent Property Taxes and Delinquent Municipal Court Fines and Fee to Perdue Brandon Fielder Collins, & Mott, LLP and authorize the City Manager to execute contingent fee contracts with Perdue Brandon

Fielder Collins and Mott. LLP once legal review is complete for the collection of delinquent ad valorem taxes and public improvement district assessments, court fines, fees and court costs, and utility accounts owed to the City of Angleton and written findings related to said contracts; notice of said contracts and written findings were posted with the agenda in accordance with Section 2254 of the Government Code.

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: Friday, January 20, 2023, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez
Michelle Perez, TRMC
City Secretary

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

RESOLUTION NO. 20230124-001

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS PROVIDING FOR ADDITIONAL PENALTY FOR TAX COLLECTION COSTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CITY OF ANGLETON on behalf of the Riverwood Ranch Public Improvement District, Greystone Public Improvement District, Kiber Reserve Public Improvement District and all subsequent Public Improvement Districts created by the City of Angleton (collectively, the “City”) desires to impose an additional penalty to defray costs incurred in the collection of delinquent taxes and or assessments pursuant to Sections 33.07, 33.08, and 33.11 of the Texas Property Tax Code, as amended; and

WHEREAS, the City has contracted with a delinquent tax attorney to enforce the collection of delinquent taxes and or assessments pursuant to Section 6.30 of the Texas Property Tax Code, as amended; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON THAT:

SECTION 1. The City adopts the additional twenty percent (20%) penalty to defray the costs of collection of delinquent taxes or assessments by the City as authorized by Texas Property Tax Code, Sections 33.07, 33.08, and 33.11, as amended, for the 2022 tax year and each succeeding year hereafter. This penalty shall be in addition to any penalty and interest owed the City for the delinquent taxes and or assessments pursuant to Section 33.01 of the Texas Property Tax Code, as amended.

SECTION 2. The City’s tax assessor and collector shall deliver a notice of delinquency and of the penalty imposed in accordance with this Resolution to the property owner in accordance with the requirements of Sections 33.07, 33.08, and 33.11 of the Texas Property Tax Code, as amended.

SECTION 3. This Resolution constitutes official action of the governing body of the City to impose an additional penalty for tax collection and or assessment costs as provided in Sections 33.07, 33.08, and 33.11 of the Texas Property Tax Code, as amended.

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

PASSED AND APPROVED ON THE 24TH DAY OF JANUARY, 2023.

On behalf of the Riverwood Ranch Public Improvement District,
Greystone Public Improvement District, and the Kiber Reserve
Public Improvement District

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez. TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 22, 2023

PREPARED BY: Colleen Martin

AGENDA CONTENT: The staff requests discussion and possible action in the selection of Wind and Hail property insurance as part of the City's property insurance program for a policy beginning February 16, 2023.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$207,253

FUNDS REQUESTED: \$225,000

FUND: 01-506-505, 01-525-507, 01-530-507, 03-560-507, and 60-506-507

EXECUTIVE SUMMARY:

Each year the City of Angleton purchases Wind & Hail insurance as part of our property insurance. The current policies will expire on February 15, 2023.

Over the past five (5) years, the City has made one (1) Wind claim which was denied.

Historically, The Neal Agency has provided a quote for Wind and Hail insurance. The Neal Agency is offering the City a quote for Wind and Hail insurance in the amount of a \$225,000 premium.

The insured buildings and associated carrier and deductible are on the attached sheet.

RECOMMENDATION:

Staff recommends The Neal Agency for the City's Wind and Hail insurance coverage for the policy year beginning February 16, 2023.

City of Angleton, Texas
Wind/Hail Schedule 2022

Bldg No.	Location Name	Premium	*Street Address	*Real Property Value (\$)	Machinery & Equipment Value (\$)	Personal Property Value (\$)	Scheduled Outdoor Property / Fine Art Value (\$)	*Total TIV	
1	Rec Center & Pool		1601 N. Valderas	\$ 4,000,000	\$ -	\$ 424,000	\$ -	\$ 4,424,000	
2	City Hall		121 S. Velasco	\$ 2,228,120	\$ -	\$ 528,000	\$ -	\$ 2,756,120	
3	Sewer Plant- Chemical Bldg **		500 Sebesta Rd.	\$ 30,080	\$ -	\$ 290,400	\$ -	\$ 320,480	
4	Office Bldg - Temp		901 S. Velasco	\$ 138,270	\$ -	\$ 10,000	\$ -	\$ 148,270	
5	Fire Station #1		221 N. Chenango	\$ 750,000	\$ -	\$ 350,000	\$ -	\$ 1,100,000	
6	Fire Station #2		106 E. Cemetery Rd	\$ 350,000	\$ -	\$ 10,000	\$ -	\$ 360,000	
	TWIA	\$ 92,205.00		\$ 7,296,470	\$ -	\$ 1,612,400	\$ -	\$ 8,908,870	
26	Police Station		104 Caman	\$ 3,342,180	\$ -	\$ 2,000,000	\$ -	\$ 5,342,180	
2	Fire Station #3		2743 N Velasco	\$ 1,000,000	\$ -	\$ 50,000	\$ -	\$ 1,050,000	
	Velocity	\$ 74,349.00		\$ 4,342,180	\$ -	\$ 2,050,000	\$ -	\$ 6,392,180	
25	Animal Control		535 S Anderson	\$ 434,722	\$ -	\$ 50,000	\$ -	\$ 484,722	
29	Public Works Service Center		901 S. Velasco	\$ 760,000	\$ -	\$ 100,000	\$ -	\$ 860,000	
30	Main Bldg Water Treatment		1102 N Chenango	\$ 150,000	\$ -	\$ 84,480	\$ -	\$ 234,480	
31	Sewer Plant-Main Bldg		500 Sebesta Rd	\$ 50,000	\$ -	\$ 316,800	\$ -	\$ 366,800	
38	Control Panel & Chlorinator		400 W. Henderson	\$ 140,000	\$ -	\$ 150,000	\$ -	\$ 290,000	
41	Water Plant		2600 Jamison Blvd	\$ -	\$ 500,000	\$ 300,000	\$ -	\$ 800,000	
69	Sewer Lift Station		2600 Jamison Blvd	\$ -	\$ 125,000	\$ -	\$ -	\$ 125,000	
	Lloyds	\$50,271.66	Deductible Buy Back	\$ 7,058.45	\$ 1,534,722	\$ 625,000	\$ 1,001,280	\$ -	\$ 3,161,002
	Total Premium			\$ 223,884.11	\$ 13,173,372	\$ 625,000	\$ 4,663,680	\$ -	\$ 18,462,052



AGENDA ITEM SUMMARY FORM

(Revised)

MEETING DATE: January 24, 2023

PREPARED BY: Otis T. Spriggs, AICP

AGENDA CONTENT: Discussion and possible action on a Preliminary Replat for PT Patrick Thomas Estate, for a 7.732 -acre subdivision, 1-Block, 2 Lots, 1 Reserve, formally known as Vera Subdivision.

AGENDA ITEM SECTION: Consent Agenda Item

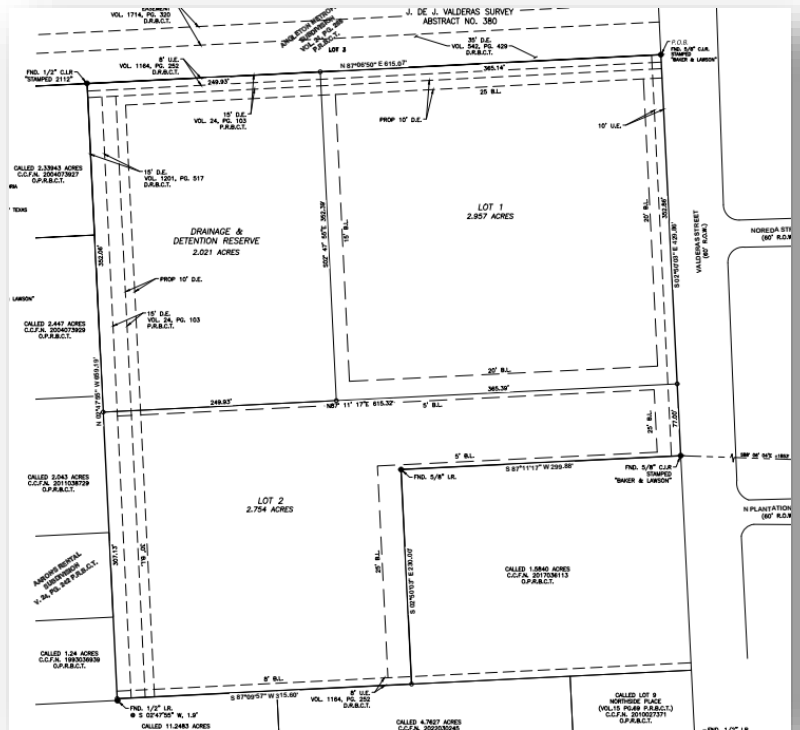
BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The 7.732 acre tract is located in the north central area of Angleton and is bound by Angleton Metroplex Subdivision (north), Aaron's Rental Subdivision (west), commercial tracts (south), and North Valderas Street (east). For surrounding developments, the tract is adjacent to residential tract (SF-7.2) to the south and east, commercial development (C-G) to the south and west, and undeveloped commercial tracts (C-G) to the north. The 7.732 acre tract will be subdivided into 2 lots and 1 detention reserve.



PROPOSED PRELIMINARY PLAT

Property History:

City historical records in Laserfiche reflect the subject 7.736 acres were platted as Vera Subdivision Plat and approved by Council on November 21st 2003.

Action: Motion by Councilman Collins; Seconded by Council man Henry; 0 against; 2 absent.

Unofficial image/record of filed plat of 2003 is below:

Document Type
PLAT

Recording Information
Document Number: 2003079651 Recording Date: 12/19/2003 12:00:00 AM

Book Page
Book: OPR Volume: 24 Page: 103

Names
Grantor: VERA SUBDIVISION
Grantee: VERA JAIME
VERA ELVA

Legal
7.736A NY & TX LAND CD SD A380 V24 P103 PLAT RECORDS

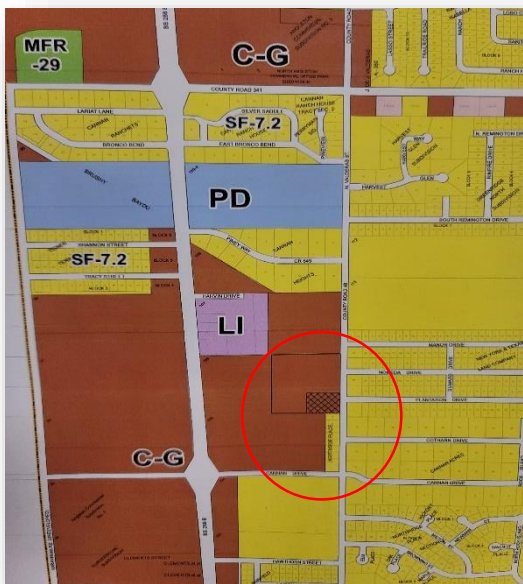
Document Remarks:
7.736A NY & TX LAND CD SD A380 V24 P103 PLAT RECORDS

County Notes:
7.736A NY & TX LAND CD SD A380 V24 P103 PLAT RECORDS

Related Documents - 1 Total Results
ASSUMED NAME WIT... 10/08/1982 1980023237

PLAT RECORDS
VERA SUBDIVISION
TRACT 107
ABSTRACT METROPOLIS SUBDIVISION
VOL. 21, PG. 409
PAGE 103

VERA SUBDIVISION
A 1 LOT SUBDIVISION OF 7.736 ACRES
OUT OF TRACT 108 OF THE
NEW YORK AND TEXAS LAND COMPANY SUBDIVISION
IN THE J. DE J. VALDEZAS SURVEY, ABSTRACT NO. 380,
BRAZORIA COUNTY, TEXAS.



Staff has referenced the Zoning Map-2009 (at left), as adopted on April of 2009, reflecting the entire acreage of this subject tract as zoned C-G, General commercial during that period.

Zoning Map-2009

Lot 1 and the detention reserve remain zoned as commercial (C-G). Lot 1 and the detention reserve are currently undeveloped. The proposed use for Lot 1 is to be develop a self-service storage facility (proposed improvement drawings are attached), which is a permitted use within the existing C-G, Commercial General Zoning District. Lot 2 was rezoned to residential (SF-7.2) (Rezoned May of 2022, ORD_20220524-024). Lot 2 remains currently under residential use since May of 2022.

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

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

Action

On January 10, 2023, City Council voted to table this Preliminary Plat agenda item, at the agreement of the applicant requesting a 30-day extension on the consideration of approval; Motion by Mayor pro-tem Wright; 2nd by Council Member Booth. All Ayes, Motion carried to table pending further classification on the zoning and council comments.

Parkland Dedication Statement:

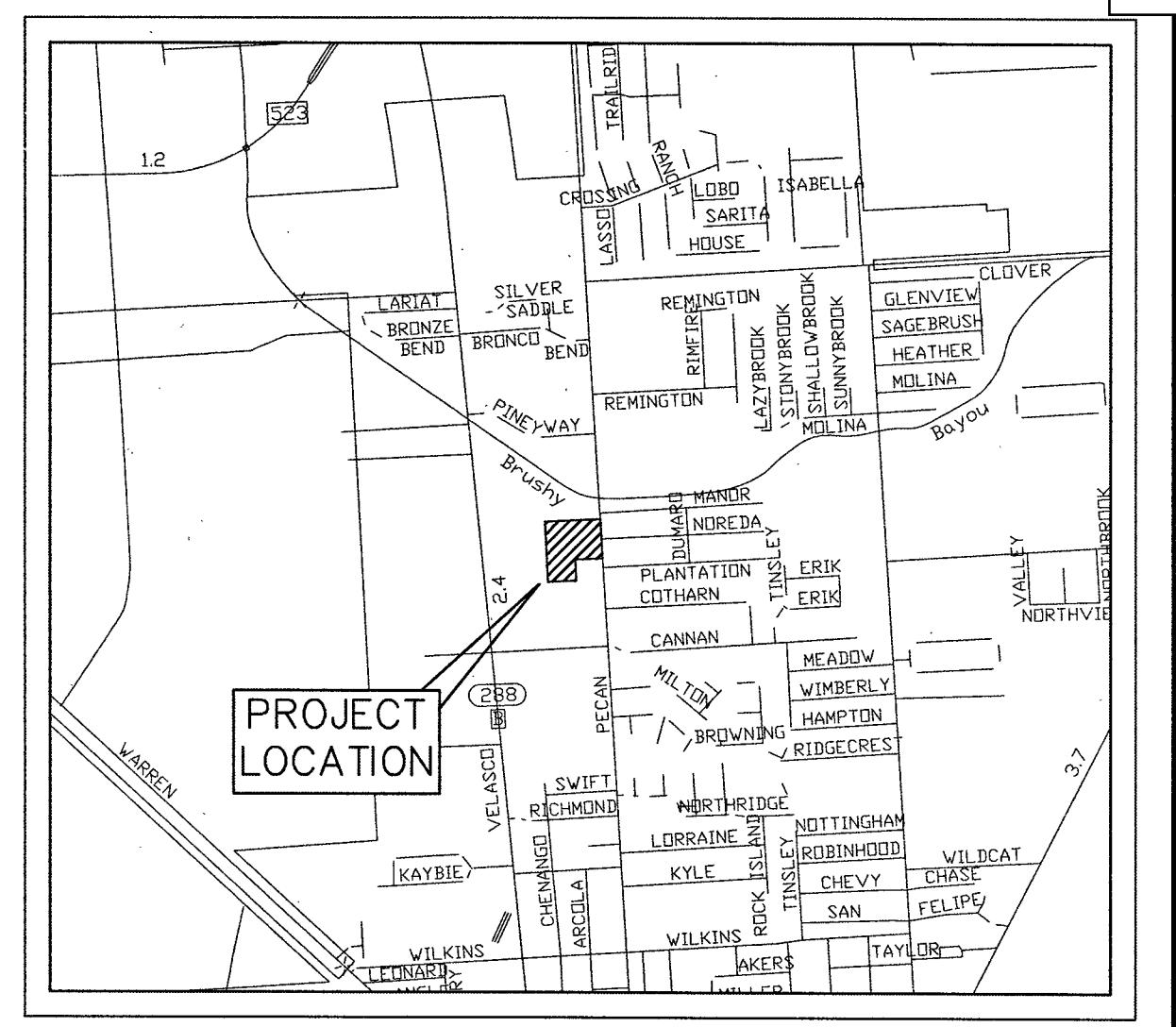
There is no land dedication on the property for parks. The owner requests parkland fees in lieu of parkland dedication.

Engineering and Planning Comments:

1. Provide review and approval correspondence from Angleton Drainage District (A.D.D). If no approval letter is to be provided by A.D.D., provide correspondence from their office that states the plat/plan was received and that no comments.
2. Provide Sidewalk requirement note per LDC Sec. 23.14 Sidewalks and Accessibility.
3. Owner shall satisfy Parkland Dedication requirements and fees.
4. Geotechnical report shall be required to be submitted.
5. The owner shall fully satisfy the Heritage Tree Ordinance.
6. Textual corrections to be made to plat certificates and drawing
7. Valderas Street is listed as a Major Collector on the City Thoroughfare Plan, where 70'-80' ROW is classified . Existing ROW shown is 60-ft, therefore it is recommended that a minimum 5-ft ROW dedication be provided along the subdivision to meet the Thoroughfare Plan classifications. **(Council discussed consideration of a waiver of this requirement due to no need to expend roadway in this area in the future).**
8. Verify if additional drainage easement is needed along the north property line of proposed Lot 2.

RECOMMENDATION: The Planning Commission voted unanimously to approve the final replat subject to the staff comments and forwards the plat to Council for final consideration.

SAMPLE MOTION: I move to approve the Preliminary Plat for PT Patrick Thomas Estate subject to all pending staff comments, except we waive the thorough-fare right of way recommendation and requirement, due to a lack of need to widen this segment of Valderas Street in the future.



VICINITY MAP N.T.S.

LEGEND

- C.C.F.N. = COUNTY CLERK'S FILE NUMBER
 - O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY, TEXAS
 - D.R.B.C.T. = DEED RECORDS BRAZORIA COUNTY, TEXAS
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - C.I.R. = CAPPED IRON ROD
 - I.R. = IRON ROD
 - FND. = FOUND
 - R.O.W. = RIGHT-OF-WAY
 - VOL. = VOLUME
 - PG. = PAGE
-
- SYMBOLS
- ⊙ = MANHOLE
 - ⊕ = CLEAN OUT
 - ⊗ = WATER METER
 - ⊙ = POWER POLE
 - ⊕ = TELEPHONE PEDESTAL
 - ⊗ = GAS METER
 - ⊙ = WATER VALVE
 - ⊕ = INLET
 - ⊗ = GUY ANCHOR
 - ⊙ = SIGN
 - ⊕ = MAIL BOX
 - ⊗ = UTILITY BOX
 - ⊙ = LIGHT POLE
 - ⊕ = FIRE HYDRANT
 - ⊗ = BENCHMARK
 - ⊙ = FOUND MONUMENT AS NOTED
 - ⊕ = SET 5/8" C.I.R. "BAKER&LAWSON"
-
- = OVERHEAD ELECTRIC
 - = BARBED WIRE FENCE
 - = WOOD FENCE
 - = CHAIN LINK FENCE
-
- ☁ = LIVE OAK (HERITAGE TREE)
 - ☁ = PECAN (HERITAGE TREE)
 - ☁ = ELM (SIGNIFICANT TREE)
 - ☁ = INSIGNIFICANT TREE
 - ☁ = HATCHING DENOTES TREE TO BE REMOVED
-
- = EXIST SHEET FLOW PATH

FLOOD ZONE STATEMENT

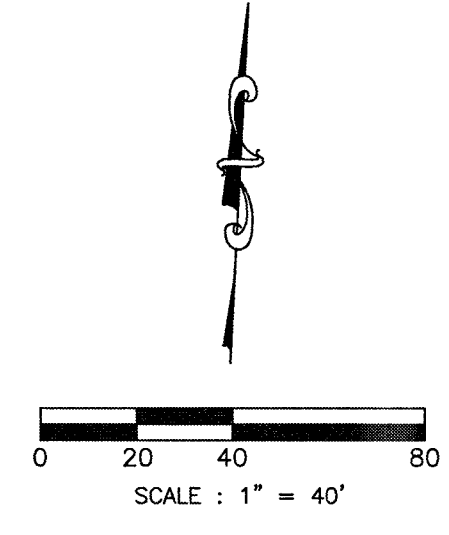
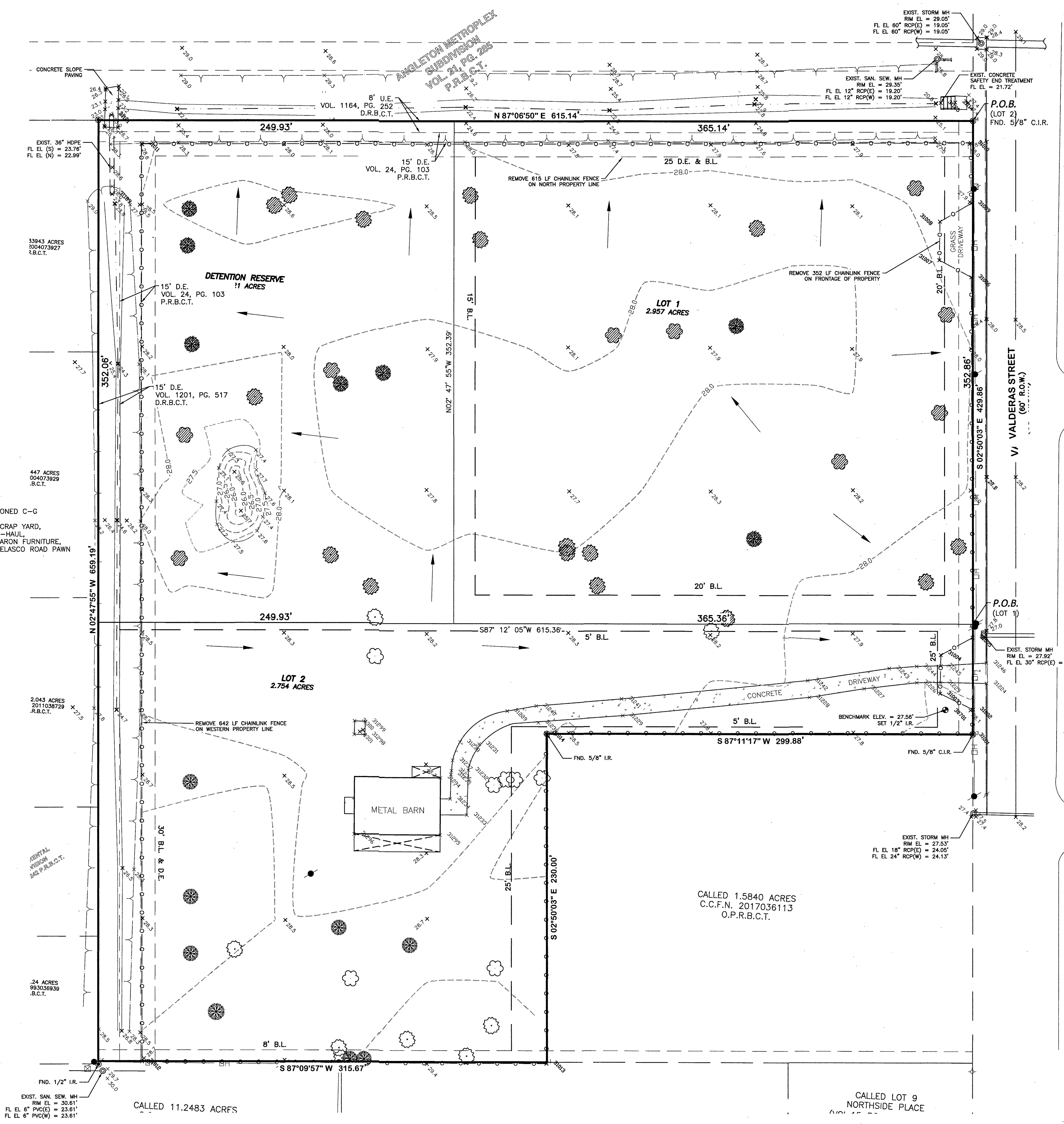
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48539C0435K EFFECTIVE DECEMBER 30, 2020, THE SITE LIES PARTIALLY IN ZONE "X" (SHADED), AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

BENCHMARK:

BENCHMARK ELEV. = 27.56'
 DESCRIPTION: 1/2" IRON ROD SET FOR CONTROL POINT
 NORTHING: 13,632,295.05, EASTING: 3,107,655.12

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48039C0445K, REVISED DATE OF DECEMBER 30, 2020, THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED).
3. ALL ELEVATIONS SHOWN HEREON ARE GPS DERIVED (NAVD88, U.S. FOOT) AND ARE NOT TIED TO A PUBLISHED BENCHMARK.
4. THIS MAP IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON DEED RECORDATIONS OF THE SUBJECT TRACT AND IS NOT A RESULT OF AN ON-THE-GROUND SURVEY.



N PLA

DESIGNED	RL
DRAWN	JLH
CHECKED	RL
DATE	September 2022

BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 4005 TECHNOLOGY DRIVE, SUITE 1530
 ANGLETON, TEXAS 77515 (979) 849-6681
 REG. NO. F-825



The seal appearing on this document was authorized by MIGUELANGEL A SAUCEDO P.E. 121992
 Date: 12/19/22

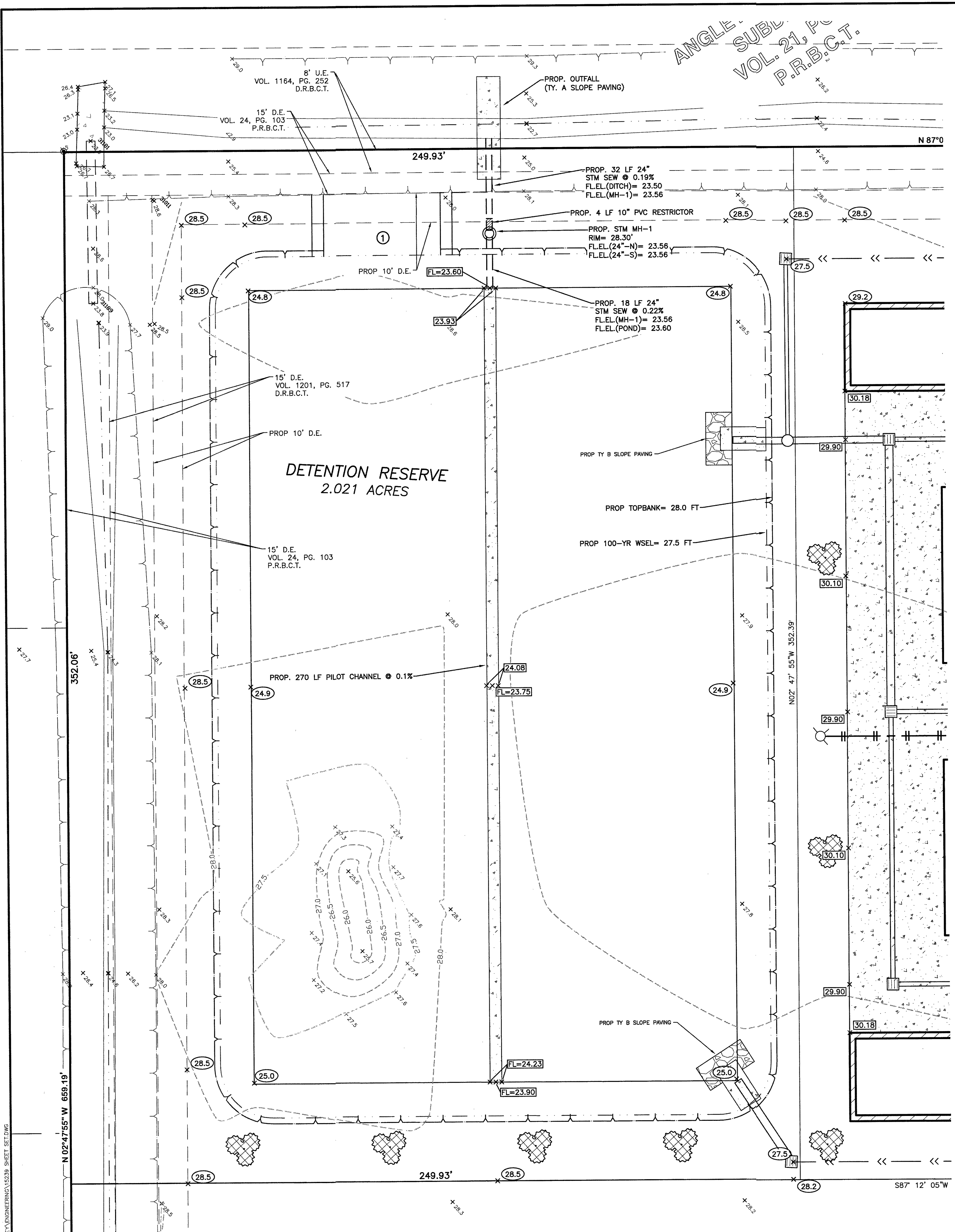
OWNER:
DR. PATRICK THOMAS, DDS
 913 CANNAN DRIVE
 ANGLETON, TX 77515

PLAN: 1" = 40'
 PROFILE:
 HORIZONTAL:
 VERTICAL:

PT STORAGE FACILITY
 ANGLETON, TEXAS 77515

EXISTING CONDITIONS
 (PRELIMINARY)

ANGLE SUBD.
VOL. 21, P. 1
P.R.B.C.T.



POND CALCULATIONS

AREA @ TOP BANK (EL=28.0') = 57,000 SF
 AREA @ 100-YR WSEL (EL=27.5') = 55,100 SF
 AREA @ BOTTOM (EL= 24.6') = 44,900 SF

STORAGE DEPTH= 2.9'
 AVE AREA= 50,000 SF

PROP DETENTION= 3.32 AC-FT
 REQUIRED = 3.305 AC-FT

RESTRICTOR CALCULATIONS

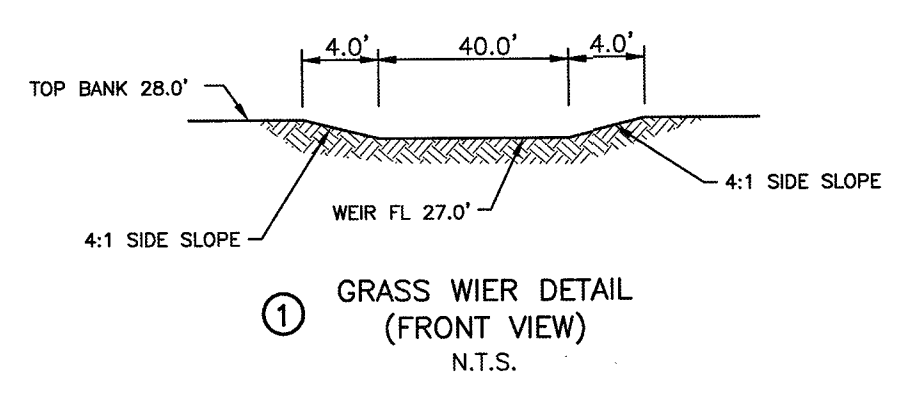
HEAD = 27.5 - 24.0 = 3.5'

ORIFICE EQUATION	
$Q = Cd * A * (2 * G * H)^{0.5}$	
Where:	
Cd =	0.8
G =	32.2
H =	3.5
Q =	7.597
A =	0.63
USE 10" Dia. = 0.55 SF FOR RESTRICTOR	

WEIR CALCULATIONS

TRAPEZOIDAL WEIR FORMULA	
$Q = 3.247LH^{1.48} - \frac{0.566L^3}{1 + 2L^3} H^{1.9} + 0.609H^{2.5}$	
Where:	
Q = Flow Rate in cfs.	
L = Width of the weir crest in feet.	
H = Height of the upstream water above the weir crest in feet.	
L =	40 FT
H =	0.5 FT
Q =	46.56 CFS

DOES NOT EXCEED POST DEVELOPMENT
 Q100=50.00 CFS

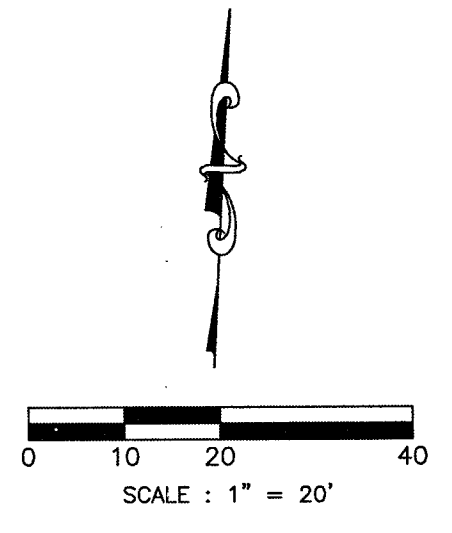


DETENTION NOTES:

THE DETENTION PLAN IS PROVIDED FOR THE DEVELOPMENT OF LOT 1 ONLY.

THE CURRENT USE OF LOT 2 IS RESIDENTIAL AND ZONED SF-7.2. DETENTION IS NOT REQUIRED FOR LOT 2.

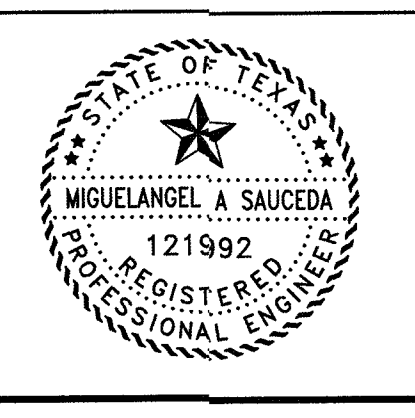
IF THE LAND USE OF LOT 2 CHANGES OR IF LOT 2 IS SUDIVIDED, A DETENTION PLAN WILL BE REQUIRED.



NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED	RL
DRAWN	JLH
CHECKED	RL
DATE	August 2022

B&L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 4005 TECHNOLOGY DRIVE, SUITE 1530
 ANGLETON, TEXAS 77515 (979) 849-6681
 REG. NO. F-825



The seal appearing on this document was authorized by MIGUEL ANGEL A SAUCEDO P.E. 121992
 Date: 12/12/22

OWNER:
DR. PATRICK THOMAS, DDS
 913 CANNAN DRIVE
 ANGLETON, TX 77515

PLAN: 1" = 20'
 PROFILE:
 HORIZONTAL:
 VERTICAL:

PT STORAGE FACILITY
 ANGLETON, TEXAS 77515

POND LAYOUT
 (PRELIMINARY)

PROJECT NO. 15239

5-YEAR STORM SEWER CALCULATIONS

PATRICK THOMAS STORAGE UNITS, ANGLETON, TX
DRAINAGE HYDRAULIC CALCULATIONS FOR THE 100-YEAR STORM EVENT
BAKER & LAWSON, INC. JOB NO. 15239

D.A. NO.	RUN	AREA (AC)	C	Tc (MIN)	1.5-YR (MIN)	TOTAL AC	COMP. C	TRAVEL LENGTH (FT)	ACCUM Tc (MIN)	ACCUM. I 100-YR	INLET Q (CFS)	INLET OPENING (SF)	PIPE Q (SF)	CULVERT IN. DIA	SLOPE (%)	CAPAC. (CFS)
I-1	I-1 to I-2	0.17	0.75	10	7.068	0.17	0.75	149	10.83	6.859	0.90	0.2	0.9	12	0.2	1.88
I-2	I-2 to I-3	0.24	0.75	10	7.068	0.41	0.75	149	10.83	6.859	1.27	0.3	2.1	15	0.2	3.41
I-3	I-3 to I-6	0.17	0.75	10	7.068	0.58	0.75	93	10.52	6.936	0.90	0.2	3.0	15	0.2	3.41
I-4	I-4 to I-5	0.2	0.75	10	7.068	0.2	0.75	149	10.83	6.859	1.06	0.3	1.0	12	0.2	1.88
I-5	I-5 to I-6	0.29	0.75	10	7.068	0.49	0.75	149	10.83	6.859	1.54	0.4	2.5	15	0.2	3.41
I-6	I-6 to I-9	0.2	0.75	10	7.068	1.27	0.75	93	10.52	6.936	1.06	0.3	6.6	24	0.2	11.96
I-7	I-7 to I-8	0.17	0.75	10	7.068	0.17	0.75	149	10.83	6.859	0.90	0.2	0.9	12	0.2	1.88
I-8	I-8 to I-9	0.24	0.75	10	7.068	0.41	0.75	149	10.83	6.859	1.27	0.3	2.1	15	0.2	3.41
I-9	I-9 to SMH-2	0.17	0.75	10	7.068	1.85	0.75	35	10.19	7.017	0.90	0.2	9.7	24	0.2	11.96
I-10	I-10 to SMH-2	0.27	0.75	10	7.068	0.27	0.75	62	10.34	6.979	1.43	0.4	1.4	12	0.2	1.88
SMH-2	SMH-2 to OUT	0	0.75	10	7.068	2.12	0.75	19	10.11	7.040			11.2	24	0.2	11.96
I-11	I-1 to I-3	0.18	0.75	10	7.068	0.18	0.75	33	10.18	7.020	0.95	0.2	0.9	10	0.2	1.16

Inlet Opening = Q/4 minimum

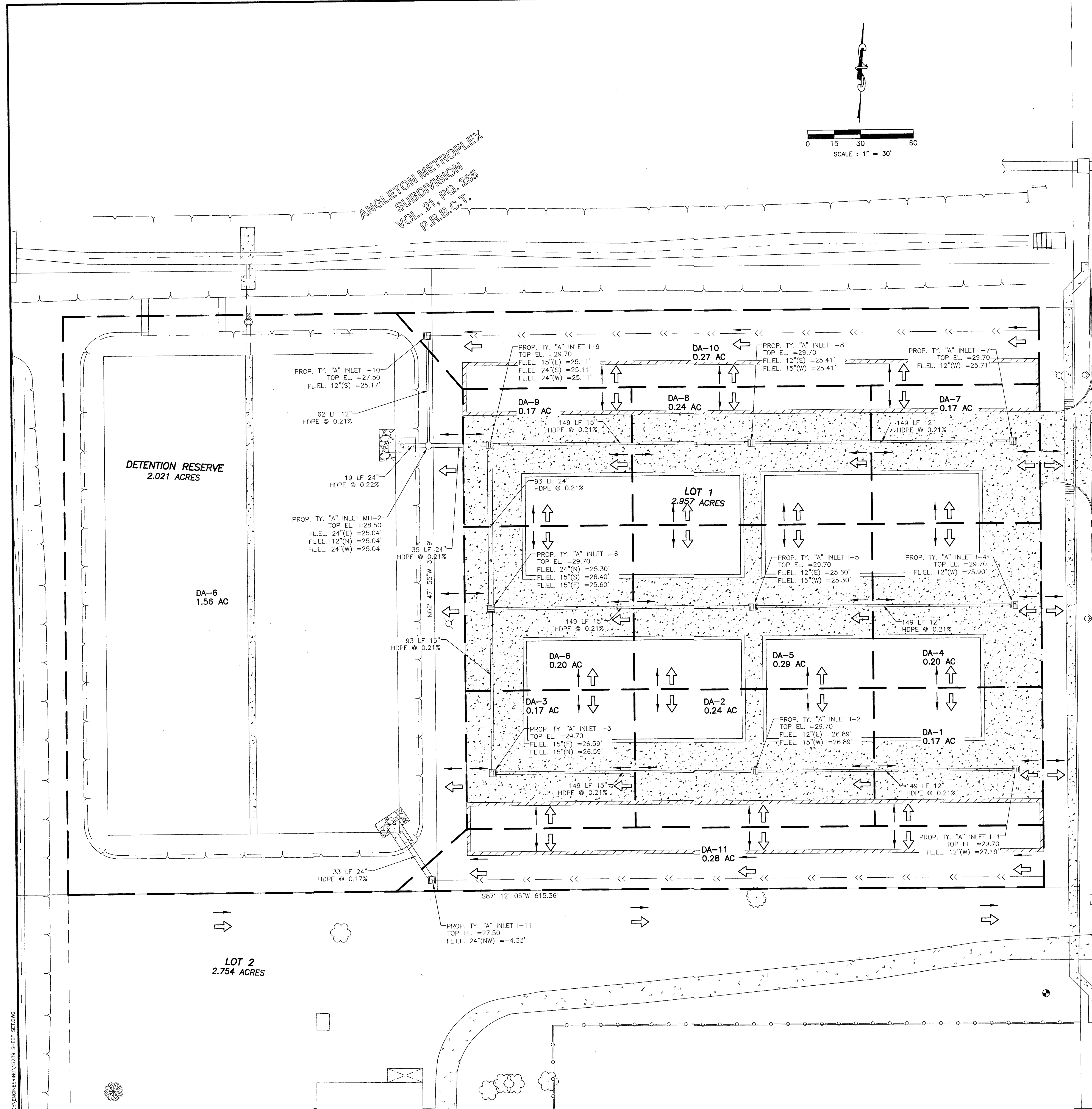
100-YEAR DITCH CALCULATIONS

DRAINAGE HYDRAULIC CALCULATIONS FOR THE 100-YEAR STORM EVENT

D.A. NO.	RUN	AREA (AC)	C	Ditch Length	To (MIN)	Tc (MIN)	I 100-YR (in/hr)	Q 100-YR (CFS)
DA-D1	DITCH D1 to I-10	0.27	0.75	350	10	12.33	11.153	2.26
DA-D2	DITCH D2 to I-11	0.28	0.75	350	10	12.33	11.153	2.34

ID	NGELEV FT	PROP FLEL	DITCH DEPTH (D) FT	DITCH BOTTOM WIDTH	SIDE SLOPE	CROSS SEC AREA (A) SF	WET PERIMETER (P) FT	HYDRAULIC RADIUS (R) ²	ROUGHNESS COEFFICIENT (N)	SLOPE (S) FT/FT	VELOCITY (Q) FPS	CAPACITY (Q) CFS	REQUIRED CAPACITY (Q) CFS
DITCH D1	28.5	27.5	1	0	4	4.0	8	0.50	0.025	0.0015	1.45	5.8	2.26
DITCH D2	28.5	27.5	1	0	4	4.0	8	0.50	0.025	0.0015	1.45	5.8	2.34

LEGEND



NO.	DATE	DESCRIPTION	APPROVED

DESIGNED: RL
DRAWN: JLH
CHECKED: RL
DATE: August 2022

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
4005 TECHNOLOGY DRIVE, SUITE 1530
ANGLETON, TEXAS 77515 (979) 849-6681
REG. NO. F-825

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MIGUEL ANGEL A SAUCEDA P.E. 121992

121992 REGISTERED PROFESSIONAL ENGINEER

Date: 12/19/22

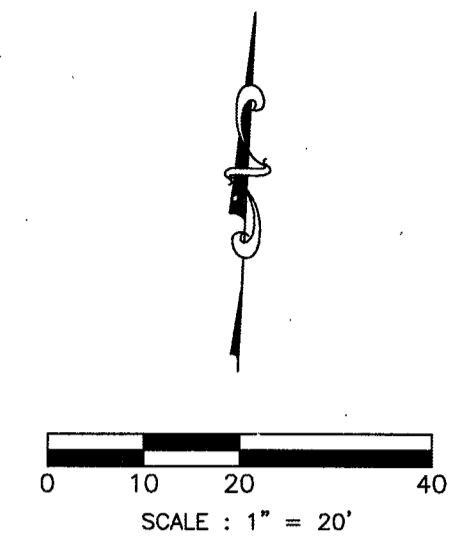
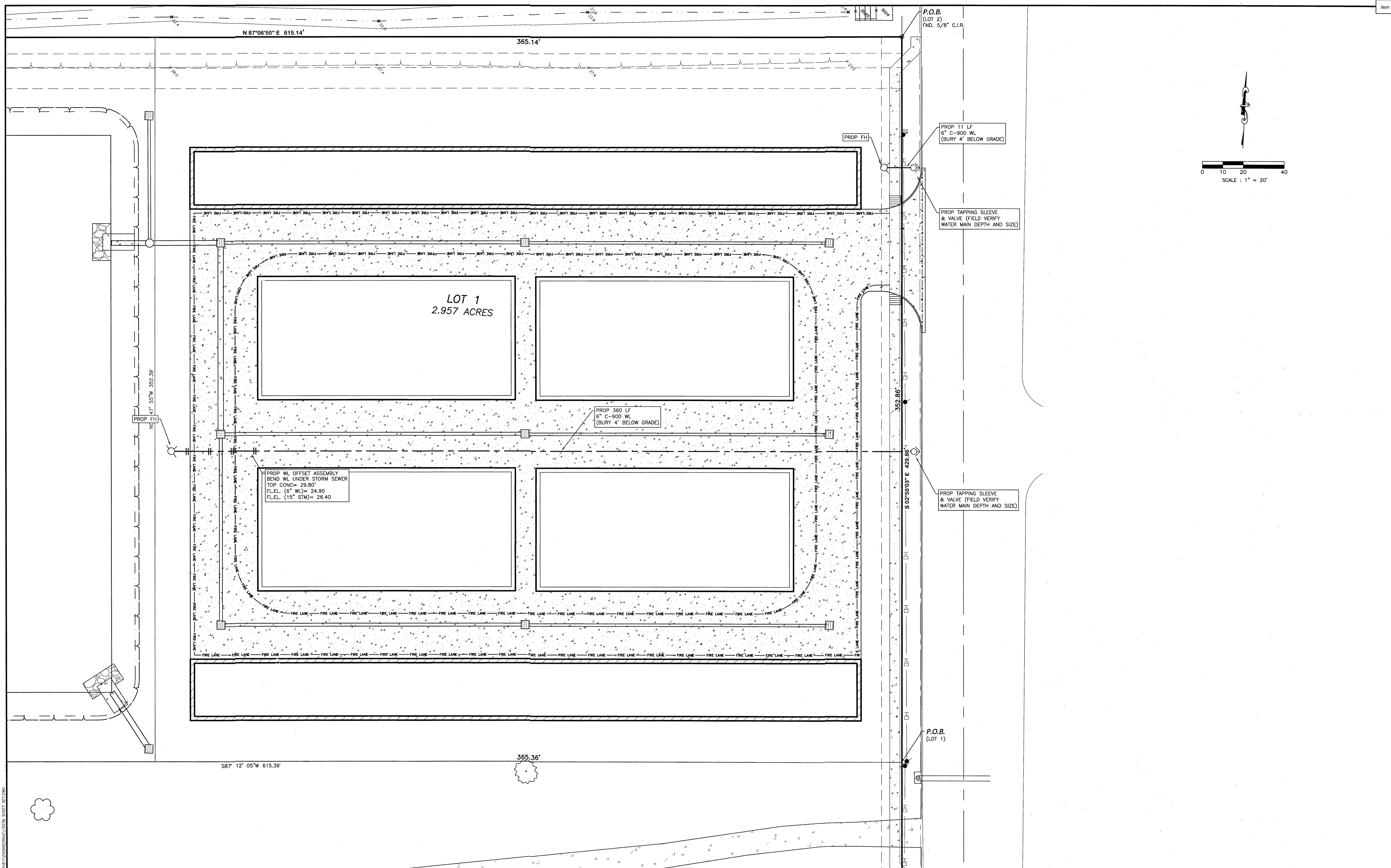
OWNER:
DR. PATRICK THOMAS, DDS
913 CANNAN DRIVE
ANGLETON, TX 77515

PLAN: 1" = 30'
PROFILE:
HORIZONTAL:
VERTICAL:

PT STORAGE FACILITY
ANGLETON, TEXAS 77515

DRAINAGE AREA MAP
(PRELIMINARY)

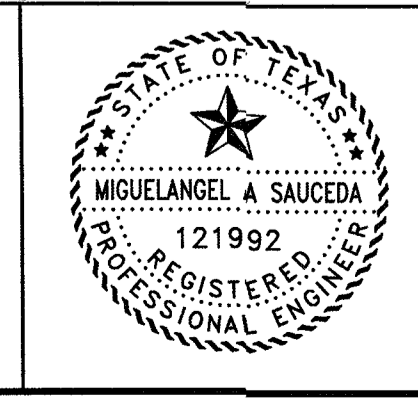
PROJECT NO. 15239



NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED RL
 DRAWN JLH
 CHECKED RL
 DATE August 2022

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 4005 TECHNOLOGY DRIVE, SUITE 1530
 ANGLETON, TEXAS 77515 (979) 849-6681
 REG. NO. F-825



The seal appearing on this document was authorized by MIGUEL ANGEL A SAUCEDA P.E. 121992
 Date: 12/19/22

OWNER:
DR. PATRICK THOMAS, DDS
913 CANNAN DRIVE
ANGLETON, TX 77515

PLAN: 1" = 20'
 PROFILE:
 HORIZONTAL:
 VERTICAL:

PT STORAGE FACILITY
ANGLETON, TEXAS 77515

UTILITY LAYOUT
 (PRELIMINARY)
 PROJECT NO. 15239

A:\WORK\15239\15239 UTILITY LAYOUT SURVEY\DWG\15239 UTILITY LAYOUT SURVEY SHEET 02.DWG

15239 UTILITY LAYOUT SURVEY SHEET 02.DWG

①

Hydrological and Hydraulic Impacts
Patrick Thomas - Angleton, Texas
Job # 15239

Brazoria County, Texas

A = 4.13 Acre Development

Pre Development:
C = 0.2
TC = 30.0 Minutes, I = 7.357 in/hr
Q = 100 Year Storm = 47.788 cfs

Post Development:
C = 0.75
TC = 10.4 Minutes, I = 12.342 in/hr
Q = 100 Year Storm = 47.788 cfs

Required Detention:
3.305 acre - feet

Miguel Saucedo, P.E. December 15, 2022

②

Drainage Analysis (Brazoria County; Region 1)
Job # 15239 - Patrick Thomas Storage, Angleton TX

Rainfall intensity calculations for Brazoria County (Region 1)

I = intensity (in/hr)
b = coefficient
t = time of concentration
d = coefficient
e = coefficient

subscript i=1 = 2 year storm
i=2 = 5 year storm
i=3 = 10 year storm
i=4 = 25 year storm
i=5 = 50 year storm
i=6 = 100 year storm

i := 1..6

b ₁ :=	b ₂ :=	b ₃ :=
57.440	0.754	11.511
58.019	0.712	9.236
57.515	0.676	7.777
52.780	0.618	5.022
49.157	0.574	3.081
46.316	0.533	1.555

ENTER PREDEVELOPMENT TIME OF CONCENTRATION
T₀ := 30

ENTER PREDEVELOPMENT C VALUE
C₀ := 0.20

ENTER AREA (acres)
A₀ := 4.13

Predevelopment Intensity of interest
I₀ = 7.357 in/hr

③

C_f := 1.25

Q := C · C_f · I₀ · A
Q = 7.597 cfs

P := 17 in Enter Atlas 14 Rainfall Depth: Region 2

V₀ := (C) · A · 43560 · $\frac{P}{12}$
V = 5.097 × 10⁴

DEVELOPMENT OF RUNOFF HYDROGRAPH
MALCOM'S METHOD AS DESCRIBED IN THE
BRAZORIA COUNTY DRAINAGE CRITERIA
MANUAL

T := $\frac{V}{1.39 \cdot Q}$ T = 4.827 × 10³

t := 0, 1000.., 84000

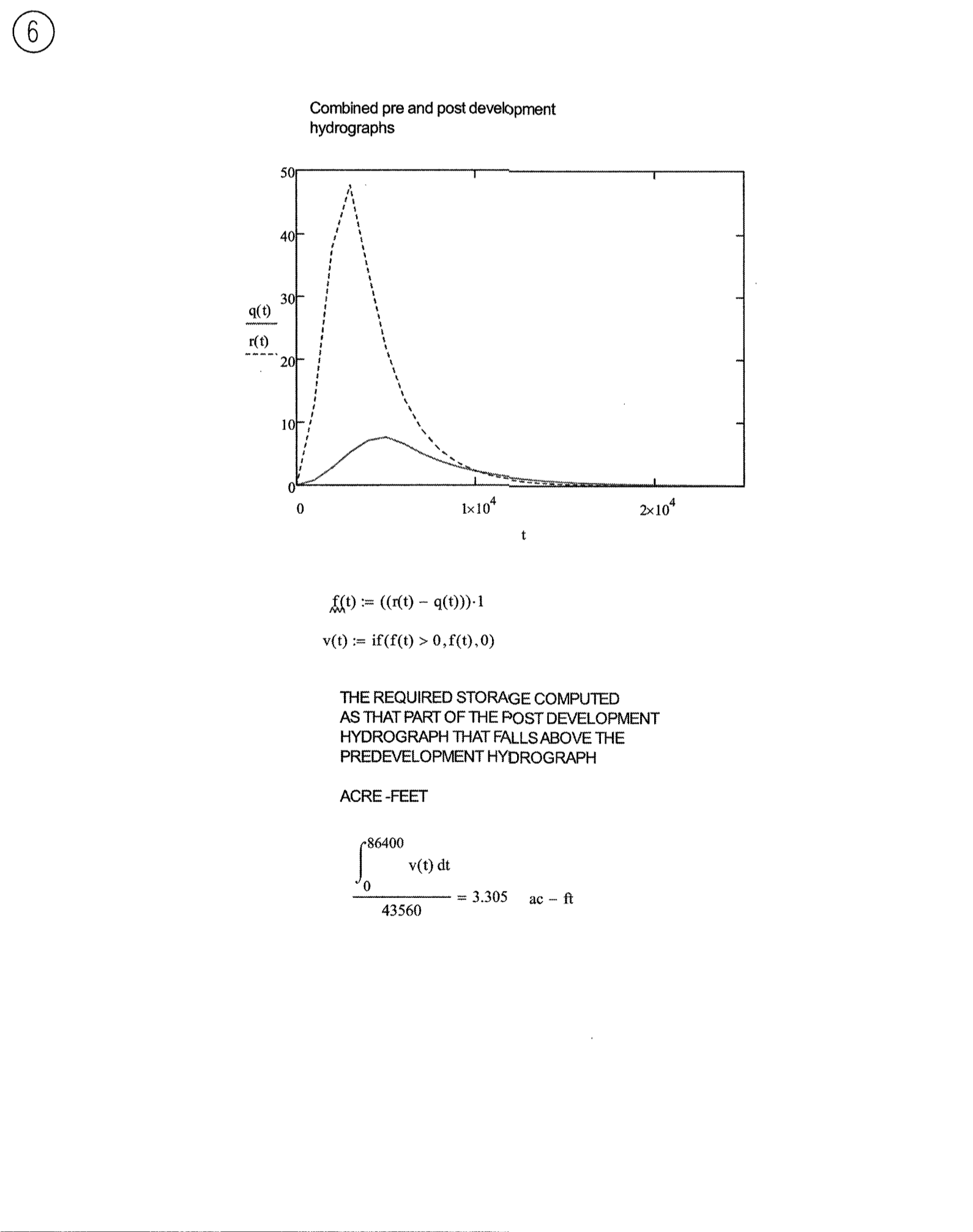
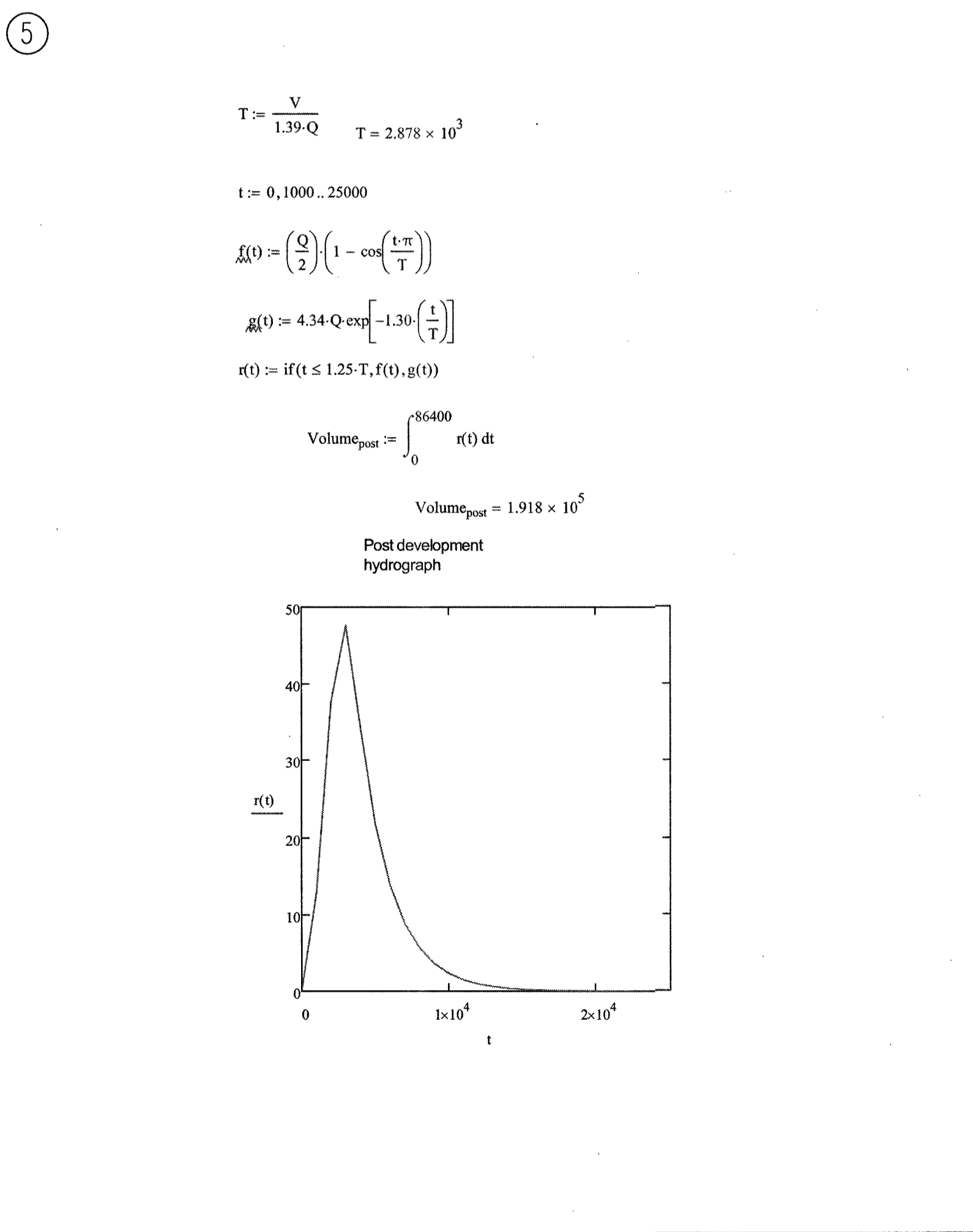
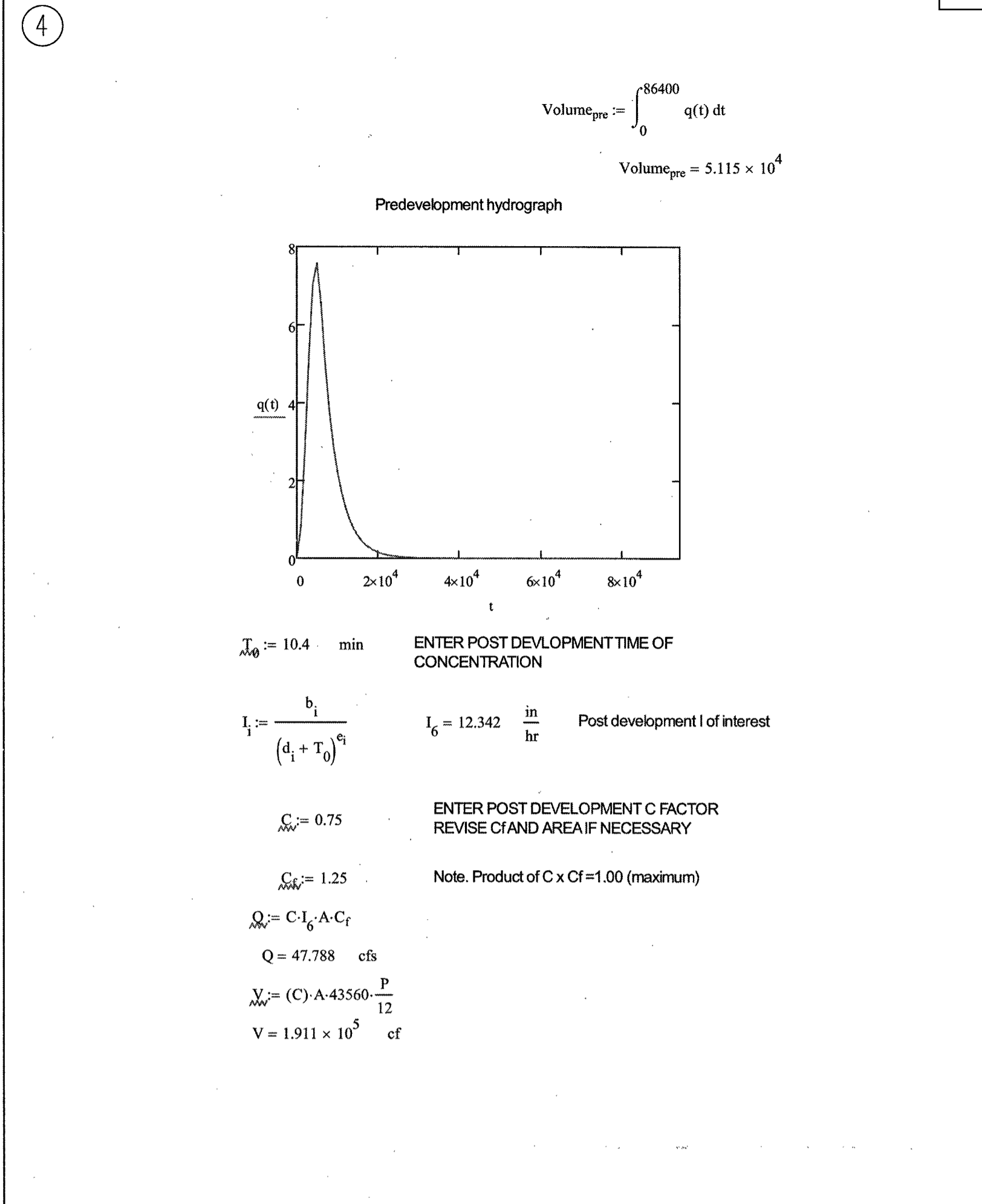
f(t) := $\left(\frac{Q}{2}\right) \left(1 - \cos\left(\frac{t-\pi}{T}\right)\right)$ f(t) describes rising limb of hydrograph

g(t) := 4.34 · Q · exp $\left[-1.30 \left(\frac{t}{T}\right)\right]$ g(t) describes descending limb of hydrograph

q(t) := if(t ≤ 1.25 · T, f(t), g(t))

For these calculations, total volume storage is assumed to equal (C)₀A with A converted to square feet multiplied by rainfall depth (P)

T = Time to peak, presented as a function of volume and peak flow and therefore indirectly related to time of concentration



DESIGNED	RL
DRAWN	JLH
CHECKED	RL
DATE	August 2022

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
4005 TECHNOLOGY DRIVE, SUITE 1530
ANGLETON, TEXAS 77515 (979) 849-6681
REG. NO. F-825

STATE OF TEXAS
MIGUEL ANGEL A SAUCEDA
121992
REGISTERED PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by MIGUEL ANGEL A SAUCEDA P.E. 121992

Date: 12/19/22

OWNER:
DR. PATRICK THOMAS, DDS
913 CANNAN DRIVE
ANGLETON, TX 77515

PROFILE: _____
HORIZONTAL: _____
VERTICAL: _____

PT STORAGE FACILITY
ANGLETON, TEXAS 77515

HYDROLOGIC CALCULATION
(PRELIMINARY)

PROJECT NO. 15239



AGENDA ITEM SUMMARY FORM

MEETING DATE: January 24, 2023

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action on Resolution No. 20230124-004 establishing the procedure for the May 6, 2023, General Election in Angleton, Texas; and providing for other related matters related thereto.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

This Resolution establishes the procedure for the May 6, 2023, City Council General Election. The City currently conducts a joint election with the County and other Cities.

RECOMMENDATION:

Staff recommends Council approve Resolution No. 20230124-004 as presented.

RESOLUTION NO. 20230124-004

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ESTABLISHING THE PROCEDURE FOR THE MAY 6, 2023, GENERAL ELECTION IN ANGLETON, TEXAS; AND PROVIDING FOR OTHER RELATED MATTERS RELATED THERETO.

WHEREAS, Section 41.001 of the Texas Election Code, as amended (hereinafter referred to as the “Code”) establishes May 6, 2023, as a “uniform election date” for the purposes of conducting an election; and

WHEREAS, the City of Angleton, Texas (hereinafter the “City”), wishes to order a general election for the purpose of electing a Mayor and two (2) Council Members by position, from the City at large, for Mayor, Council Member, Position two (2); and Council Member, Position four (4), for a term of two (2) years as set forth by the City Charter and the Code; and

WHEREAS, the *Code* is applicable to the election and this Resolution establishes procedures consistent with the Code, and designates the voting places and times for the election; and

WHEREAS, the City has made provision to contract with Brazoria County to conduct the City’s election, pursuant to *Chapter 31 of the Texas Election Code*, and *Chapter 791 of the Texas Government Code* (the Joint Election Agreement and Contract for Election Services, hereafter called the “Election Agreement”), and such Election Agreement provides for political subdivisions subject to the election agreement that hold elections on the same day in all or part of the same territory to hold a joint election as authorized in *Chapter 271 of the Texas Election Code*;

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

SECTION 1. That the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2. General Election Ordered. The General Election of the City shall be held on Saturday, May 6, 2022, to elect members to the position of Mayor, Council Member, Position two (2); and Council Member, Position four (4), for a term of two (2) years or until their successors are duly elected and qualified.

SECTION 2. Filing Period. Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City at City Hall, 121 S. Velasco Street, Angleton, Texas 77515, beginning January 18, 2023, and continuing through February 17, 2023. Candidates shall file their applications with the City Secretary on any weekday that is not a City holiday, between 8:00 a.m. and 5:00 p.m., Monday through Friday. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*.

SECTION 3. Drawing. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the *Texas Election Code*. Such drawing will be held in the Office of the City Secretary at City Hall on Thursday, February 23, 2023, at 10:00 a.m., for the general election.

SECTION 4. Notice of Election. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Texas Election Code*, *the Federal Voting Rights Act of 1965, as amended*, and the *City Charter* in all respects. Notice of the election shall be made by publishing the Notice of Election, by posting of the notice on the bulletin board used for posting notices of meetings of City Council at City Hall not later than the twenty-first (21st) day before the election, written in both English and Spanish. The notice shall also be posted on the City website.

SECTION 5. Ballots. The ballots for the election shall comply with the *Texas Election Code* and be in the form provided by the City to the Brazoria County Election Officer for use on the voting devices and ballots used by Brazoria County.

SECTION 6. Election Procedures. The Brazoria County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Texas Election Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law. The City of Angleton is hereby authorized to contract with Brazoria County for joint election services. In the event of a conflict between this Resolution and the Agreement, the Agreement shall control.

SECTION 7. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in "Exhibit A." Early voting shall commence on Monday, April 24, 2023, and continue through Tuesday, May 2, 2023, and early voting polls shall remain open for the time specified by the *Texas Election Code*. Early voting shall also be held at any time and location authorized by the Brazoria County Election Officer. Early voting by City residents may be conducted at any Brazoria County early voting location and any location exclusively designated by the Brazoria County Election Officer.

SECTION 8. Election Precincts and Polling Places. The election precincts for the election shall be the election precincts established by Brazoria County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Brazoria County for such election precincts in Brazoria County and voting by residents of the City. Voting by City residents may be conducted at any Brazoria County voting location and any location exclusively designated by the Brazoria County Election Officer for City residents. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Brazoria County will be provided by precinct and the Brazoria County Election Officer shall tabulate and provide the election returns for the election.

SECTION 9. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Brazoria County, provided that such political subdivision holds an election on May 6, 2023, in all or part of the same territory as the City (the “Political Subdivisions”). The joint election shall be conducted in accordance with state law, this Resolution, and the 2023 Joint Election Agreement and Contract for Election Services with Brazoria County approved by the City Council.

SECTION 10. Duties of City Secretary and Election Officer. The City Secretary is authorized and directed to take all actions necessary to comply with the provisions of the Texas Election Code, the City Charter, and City Code of Ordinances in carrying out and conducting the election and run-off election if necessary, whether or not expressly authorized by this Order. Pursuant to the Election Agreement between Brazoria County and the City, the Brazoria County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Agreement. The Brazoria County Election Officer shall give the notices required by the *Texas Election Code* to be given for the election not required to be given by the City under the Election Agreement.

SECTION 11. General. The election shall be held and conducted by the Brazoria County Election Officer in compliance with the *Texas Election Code* and the Election Agreement.

SECTION 12. Effective Date. This Resolution shall be effective immediately upon adoption.

SECTION 13. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551 of the Texas Government Code*.

PASSED AND APPROVED THIS THE 24TH DAY OF JANUARY 2023.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

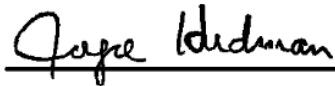
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

- Angleton (Main)East Annex, 1524 E Mulberry
- AlvinAlvin Library, 105 S Gordon
- BrazoriaBrazoria Library, 620 S Brooks
- FreeportFreeport Library, 410 Brazosport Blvd
- Lake Jackson.....Lake Jackson Civic Center, 333 Hwy 332 East
- ManvelNorth Annex, 7313 Corporate Dr
- Pearland EastTom Reid Library, 3522 Liberty Dr
- Pearland West.....West Pearland Community Center, 2150 Countryplace Pkwy
- Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
- Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
- West Columbia.....Precinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

- April 24-28.....8 AM – 5 PM
- April 297 AM – 7 PM
- May 1-27 AM – 7 PM



Early Voting Clerk

AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

- Angleton (*Ubicación Principal*)East Annex, 1524 E Mulberry
- AlvinAlvin Library, 105 S Gordon
- BrazoriaBrazoria Library, 620 S Brooks
- FreeportFreeport Library, 410 Brazosport Blvd
- Lake JacksonLake Jackson Civic Center, 333 Hwy 332 East
- ManvelNorth Annex, 7313 Corporate Dr
- Pearland EsteTom Reid Library, 3522 Liberty Dr
- Pearland OesteWest Pearland Community Center, 2150 Countryplace Pkwy
- Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
- Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
- West ColumbiaPrecinct 4 Building #2, 121 N 10th St

FECHAS Y HORAS

- 24-28 de abril.....8 AM – 5 PM
- 29 de abril7 AM – 7 PM
- 1-2 de mayo7 AM – 7 PM

Item 4.

Joye Hedman

Secretaria de la Votación Adelantada



AGENDA ITEM SUMMARY REPORT

MEETING DATE: January 24, 2023

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

AGENDA CONTENT: Discussion and possible action on a resolution supporting a housing tax credit application for the Amber Ridge Apartments LP, 114 Woodway Drive.

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Amber Ridge Apartments, LP is submitting an application for the competitive 9% Low Income Housing Tax Credit through the Texas Department of Housing and Community Affairs (TDHCA) in order to construct an affordable multi-family project at 114 Woodway Drive. The potential multifamily project will consist of 48 dwelling units for income restricted residents.

As part of the application for the competitive tax credit, TDHCA requires an adopted resolution of the community's governing body in support of the application to receive the tax credit. The resolution includes a provision waiving \$250 of development/permit fees.

City Council approved a resolution for the same property on February 9, 2021, that also included a request for a financial contribution in the form of reduced building permit fees in the amount of \$250. The applicant has committed to keeping the number of units identical to what was considered in 2022.

RECOMMENDATION:

Staff recommends approval of the resolution in support of the application as well as a financial contribution of a reduction in building permit fees of \$250.

RESOLUTION NO. 20230124-005

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, INDICATING SUPPORT FOR THE APPLICATION OF AMBER RIDGE APARTMENTS, LP AND ITS AFFILIATES, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE 2023 COMPETITIVE 9% HOUSING TAX CREDIT PROGRAM, AND APPROVING AWAIVER OF DEVELOPMENT AND PERMIT FEES.

WHEREAS, AMBER RIDGE APARTMENTS, LP has proposed a development for affordable rental housing at 114 WOODWAY DRIVE named AMBER RIDGE APARTMENTS in ANGLETON, TEXAS 77515, BRAZORIA COUNTY; and

WHEREAS, AMBER RIDGE APARTMENTS, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2022 Competitive 9% Housing Tax Credits for AMBER RIDGE APARTMENTS; and

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

SECTION 1. The CITY OF ANGLETON, acting through its governing body, hereby confirms that it supports the proposed AMBER RIDGE APARTMENTS AT 114 WOODWAY DR., (TDHCA Application) and that this formal action has been taken to put on record the opinion expressed by the ANGLETON, TEXAS on January 24, 2023, and

SECTION 2. The City of Angleton, acting through its governing body, hereby confirms it shall provide a financial contribution in the form of reduced building or development permit fees in the amount of Two Hundred Fifty Dollars (\$250.00) to Amber Ridge Apartments, LP, if the Texas Department of Housing and Community Affairs awards 9% Housing Tax Credits to Amber Ridge Apartments LP.

PASSED AND APPROVED THIS THE 24TH DAY OF JANUARY 2023.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

AMBER RIDGE APARTMENTS, LP

A high quality family apartment community for the residents of Angleton, Texas



2023

PROPOSAL OVERVIEW

- JMZ Land Company, LLC is excited to have the opportunity to apply for Federal Tax credit funding for the 2023 allocation.
- Our site selection is located at 114 Woodway and would be targeted as a 48 unit - General population community.
- To be competitive in this Tax Credit Application Cycle, our team will need to gain the support of the Governing Body of Angleton. In the form of a Resolution of Support, with a one time fee reduction in the amount of \$250 as an indication of support.

HISTORY OF JMZ LAND COMPANY, LLC.

- Our Cross Country Industry experience includes:
 - 35+ years in Real Estate Development
 - 25+ years in Tax Credit Compliance
 - 25+ years in Tax Credit Property Management
 - 25+ years in Real Estate Underwriting

TAX CREDIT PROGRAM HIGHLIGHTS

- ALL tenants must go through a thorough screening process
 - Credit checks
 - Rental history
 - Criminal background checks
 - No felony criminal violations
- Compliance with Texas Department of Housing and Community Affairs to ensure safe, efficient, and quality housing.

DEVELOPMENT OVERVIEW

- 2 Three Story Apartment Buildings
- Mix of 2 and 3 bedroom units
- Resident clubhouse
- Fitness center
- Community courtyard
- Playground/Tot Lot
- Picnic Area and BBQ Area
- Education and Resource center with computers
- 48 units (24) 2 bedrooms and (24) 3 bedrooms

PROPOSED DEVELOPMENT

Units and proposed rents:

# of Units		AMI Set Aside	Proposed Rents
3	2 bed/2 bath	30% Unit	\$636
3	3 bed/2 bath	30% Unit	\$762
6	2 bed/2 bath	50% Unit	\$1105
6	2 bed/2 bath	60% Unit	\$1352
15	2 bed/2 bath	60% Unit	\$1340
15	3 bed/2 bath	60% Unit	\$1544
48	Total Units		

configurations and rent prices subject to change

SIMILAR DESIGN RESULTS



*Dunes Apartments
Seminole, TX*



*Riverstone Trails
Sunnyvale, TX*

SIMILAR DESIGN RESULTS



*Valley Creek
Ft. Stockton, TX*



*Riverstone Park
Early, TX*

SIMILAR DESIGN RESULTS



*Winchester Arms
Comanche, TX*



*Stone Canyon Apartments
Amarillo, Texas*

PROFESSIONAL MANAGEMENT

As a Fully integrated Company, Wilhoit Properties, Inc. is the proposed management company providing the following:

- On-Site Management and Staff
- Professional Landscaping and Maintenance
- Ongoing preventative maintenance for both the buildings and units
- Residents are screened thoroughly via various checks that include credit, criminal, rental history and income
- Residents must comply with community rules and regulations or may be evicted.

THANK YOU FOR THE OPPORTUNITY

JMZ Land Company, LLC, would like to thank the City of Angleton for the opportunity to bring quality affordable housing to your community.

We look forward to gaining your support and I'm happy to answer any questions you may have.

CONTACT US

Justin M. Zimmerman
Principal
(417) 883-1632

Sandy Watson
VP of Development
512-971-9866



AGENDA ITEM SUMMARY FORM

(REVISED)

MEETING DATE: January 24, 2023

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

AGENDA CONTENT: Discussion and possible action on Ordinance No. 20230110-009, Attachment- Exhibit B, Land Plan Updates, of a previously approved Planned Development (PD) District No. 3., on an approximate 164.50 acres of land located on the north side of Anchor Road (CR 44) approximately 2,000 feet northwest of W. Wilkins Street.

AGENDA ITEM SECTION: Consent Agenda Item

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

This is a request from the owner/developer of the Austin Colony Development, PD No. 3, regarding modifications to ordinance on an approximate 164.50 acres of land.

A request to rezone the property from the AG Zoning District originates as earlier as March of 2021. After a number of renditions of the plan it was adopted as PD No. 3 on August 10, 2021 and amended on February 22, 2022 by City Council. The owner/developer has provided a revised phasing plan (Exhibit C) that further explains the components of the attached Land Plan (Exhibit B). The owner/developer would like to keep the same number of 50 ft. lots. The additional 22 lots were moved to the 60 ft. lot width category.

SUMMARY OF REVISIONS: The developer has agreed and has submitted a revised Land Plan, (Exhibit B, attached), as advised in the last City Council Public Hearing on January 10, 2023. Adjustments to the plan include the following as agreed by the developer:

- South ½ of Section 1A was changed to 60-ft. lots at the Anchor Rd. entry point.
- North ½ of Section 1A was changed to 50-ft. lots. 50 ft. lots were moved also to Sections 1B, and 2A.
- Modification of Exhibit B resulted in a reduction of 4 lots.

1/10/2023 Action: Motion was made by Council Member Townsend; Seconded by Mayor pro-tem Wright to approve the ordinances subject to the Land Plan (Exhibit B), being revised and brought back to the Consent Agenda for January 24, 2023. to reflect the noted lot-size changes and distribution. Action: 6-0 vote unanimously, motion carried.

Current Approved Land Plan: Ordinance No. 20220222-016

LOT SIZE	NUMBER	PERCENTAGE OF TOTAL
Minimum 50 ft wide	100	18.52%
Minimum 55 ft wide	219	40.56%
Minimum 60 ft. wide	221	40.92%
TOTAL	540	100%

Proposed Amended Land Plan

LOT SIZE	NUMBER	PERCENTAGE OF TOTAL
Minimum 50 ft wide	100	17.67%
Minimum 55 ft wide	215	37.99%
Minimum 60 ft. wide	247	44.34%
TOTAL	562	100%

The applicant’s primary purpose for this amendment is to make minor adjustments to the land plan, redesigning Austin Colony Boulevard to be a local interior street with single family homes fronting on both sides. The four-lane Boulevard- Tigner St. will remain as approved: Austin Colony Boulevard was originally designed the same with no houses fronting on the corridor. This modification was made to avoid safety issues for children, as well as cost increases.

The timing of Tigner Street, full connection of Tigner St. to CR 44 will be contingent upon the Commercial area developing at Anchor Rd.

All amenities of the original PD No. 3 remain, such as the proposed entry monument and private open space within the project. Tigner Road will be extended east/west across the property with 25 ft. of paving in each direction and a six-foot median. Landscaping and “premium” fencing are proposed along Tigner Street, the revised fencing plan has been updated. Private open space is also proposed that will be developed as playgrounds although no details have been provided on how those will be developed. The developer has chosen parks fee-in-lieu of dedication of parkland.

The Future Land Use Plan from the Angleton Comprehensive Plan Update designates the subject property as being appropriate for single family residential use and office/retail/multi-family residential use. The proposed rezoning is further supported by Goals 1 & 2 of Chapter 3 Land Use as well as Goals 1 & 2 of Chapter 8 Housing of the Comprehensive Plan.

Chapter 3 – Land Use

Goal One: High quality development that promotes sensible growth patterns and respects the small-town atmosphere and image of the community.

Goal Two: A pattern of development that promotes livable neighborhoods, viable commercial centers, and economic prosperity.

Chapter 8 – Housing

Goal One: A community in which quality housing is attractive available and affordable to all residents.

Goal Two: A variety of housing options that meets the needs of an increasingly diverse population.

Existing Land Use and Zoning

North: Undeveloped land in the ETJ and further north largely undeveloped land in the Commercial General District (C-G).

East: Undeveloped land in the Commercial General District (C-G) and the Planned Development District (PD) and developed land in the Single Family 7.2 District (SF 7.2), and undeveloped Multifamily Residential 29 (MFR-29) district for apartments having a maximum density of 29 dwelling units per acre.

South: Anchor Road (CR 44), Agricultural (AG) district with a church, single family residential development in the SF-7. 2 district and Lakeside Park.

West: Some development the ETJ across Carr Road and then some development in the Planned Development District (PD) and Commercial General (C-G) districts along SH 288.

Anchor Road is designated as a Minor Collector on the Mobility Plan in this area. Carr Road is designated as a Minor Collector. Cannan/Tigner Drive is designated to extend into the property. Karankawa Lane (along the eastern property line) is designated in part as an existing Minor Collector and in-part as a proposed Minor Collector.

The proposed request is consistent with the Future Land Use Plan and is supported by several goals of the Comprehensive Plan.

Staff Summary/Comments:

The planned development district shall be developed in accordance with the Angleton Code, including the City of Angleton LDC and Zoning Ordinance, specifically, all regulations governing the Land Plan (Exhibit "B") attached hereto and made a part hereof for all purposes, and is subject to the following regulations and restrictions:

Use regulations. In the planned development district, no building, structure, or land shall be used, and no building or structure shall be hereafter erected, reconstructed, altered or enlarged except as provided in this Ordinance. The uses may only be located in the locations indicated for such uses in Exhibit "C":

Signage, Fencing, Heritage Tree Preservation, and Parkland regulations. All amenities of the original PD No. Three (3) shall remain including the proposed entry monument and private open space within the project. Tigner Street will be extended east/west across the property with 25 ft. of paving in each direction and a six-foot median. Landscaping and "premium" fencing shall be installed along Tigner Street, per the revised fencing plan (Exhibit "D"). The parkland dedication requirements shall be satisfied by the applicant/owner for the chosen option of parks fee-in-lieu of dedication of parkland.

Development Schedule. The property shall be developed in accordance with the development schedule attached hereto as Exhibit "C".

STAFF & P&Z COMMISSION RECOMMENDATION:

The Planning Commission voted unanimously (7-0) to adopt this as its final report and recommends approval of the proposed amendment to PD#3, Planned Development (PD) District.

ACTION: No Action is required.

Council is requested to accept Exhibit B, as an attachment to the ordinance amending Austin Colony, Planned Development (PD) District (PD#3), as forwarded by the P&Z Commission with the noted changes to Exhibit B, Land Plan.

ORDINANCE NO. 20230110-009

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING REGULATIONS IN PD PLANNED DEVELOPMENT DISTRICT NO. THREE (3), AUSTIN COLONY; AMENDING THE LAND PLAN AUTHORIZED WITHIN SUCH PD PLANNED DEVELOPMENT DISTRICT TO ALLOW STREET CONNECTIVITY; AMENDING THE LAND PLAN AND DEVELOPMENT SCHEDULE; DESCRIBING 164.5 ACRES OF LAND; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF ANGLETON; PROVIDING FOR REPEAL; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, Tejas-Angleton Development LLC, are the owner/applicant of approximately 164.5 acres of land within the corporate limits of the City of Angleton, Texas (the “Property”); and

WHEREAS, said the Property presently has a zoning classification of PD Planned Development District No. 3 pursuant to Ordinance No. 20210810-008 and 20220222-016, adopted on August 10, 2021 and February 22, 2022 consecutively; and

WHEREAS, the owner/applicant has made application to the City of Angleton to amend PD Plan Development District No. Three (3); and

WHEREAS, pursuant to Sec. 28-24 of the City of Angleton LDC and Zoning Ordinance, said application was submitted to the City of Angleton with proof of unified ownership or control of the Property; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Angleton have each conducted, in the time and manner and after the notice required and the City of Angleton LDC and Zoning Ordinance, a public hearing proposed change in zoning regulations; and

WHEREAS, the City of Angleton Planning and Zoning Commission has issued its final report and the City Council of the City of Angleton now deems it appropriate to grant such requested amendments; now therefore,

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

SECTION 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. As required by law, the City Council of the City of Angleton conducted the public hearing on the request and closed the public hearing prior to the final adoption of this Ordinance.

SECTION 3. The Property is more fully described in Exhibit “A,” attached hereto and made a part hereof for all purposes.

SECTION 4. The planned development district shall be developed in accordance with the Angleton Code, including the City of Angleton LDC and Zoning Ordinance, specifically, all regulations governing the Land Plan (Exhibit “B”) attached hereto and made a part hereof for all purposes, and is subject to the following regulations and restrictions:

- A. Use regulations.** In the planned development district, no building, structure, or land shall be used, and no building or structure shall be hereafter erected, reconstructed, altered or enlarged except as provided in this Ordinance. The uses may only be located in the locations indicated for such uses in Exhibit “C”:
- B. Signage, Fencing, Heritage Tree Preservation, and Parkland regulations.** All amenities of the original PD No. Three (3) shall remain including the proposed entry monument and private open space within the project. Tigner Street will be extended east/west across the property with 25 ft. of paving in each direction and a six-foot median. Landscaping and “premium” fencing shall be installed along Tigner Street, per the revised fencing plan (Exhibit “D”). The parkland dedication requirements shall be satisfied by the applicant/owner for the chosen option of parks fee-in-lieu of dedication of parkland.
- C. Development Schedule.** The property shall be developed in accordance with the development schedule attached hereto as Exhibit “C”.

SECTION 5. The Zoning District Map of the City of Angleton shall be revised and amended to show the zoning classification of said 164.5-acre tract of land with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of these changes.

SECTION 6. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Angleton, save and except the changes and the imposition of the findings, regulations, restrictions and conditions contained herein.

SECTION 7. Repeal. Ordinance Number 20220222-016, adopted by the City Council of the City of Angleton on February 22, 2022, is hereby repealed only to the extent of conflict with this Ordinance. Any ordinance or any other part of any other ordinance in conflict here with shall be and is hereby repealed only to the extent of such conflict.

SECTION 8. Penalty. Any person, firm, partnership, association, corporation, company, or organization of any kind who or which violates any provision of this zoning ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day during which said violation shall exist or occur shall constitute a separate offense. The owner or owners of any property or of premises where any violation of this zoning ordinance shall occur, and any agent, contractor, builder, architect, person, or corporation who shall assist in the commission of such offense

shall be guilty of a separate offense unless otherwise prohibited by law and, upon conviction thereof, shall be punished as above provided.

SECTION 9. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the Angleton, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED AND APPROVED THIS 10TH DAY OF JANUARY, 2023.

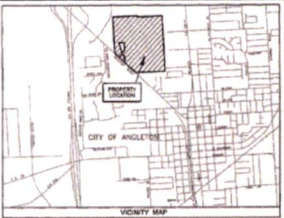
CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

Exhibit A
The Property



- NOTES
1. THIS SURVEY WAS PREPARED AND THE PREPARED BY A LICENSED SURVEYOR FOR THE PURPOSES OF RECORDING THE SAME IN THE PUBLIC RECORDS OF THE COUNTY OF BRAZORIA, TEXAS. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.
 2. ALL DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.
 3. ACCORDING TO THE FEDERAL BUREAU OF INVESTIGATION (FBI) RECORDS, THE PROPERTY WAS ACQUIRED BY THE UNITED STATES GOVERNMENT IN 1943. THE PROPERTY WAS TRANSFERRED TO THE CITY OF ANGLETON BY DEED IN 1943. THE CITY OF ANGLETON HAS BEEN SUCCESSFUL IN OBTAINING TITLE TO THE PROPERTY AND HAS BEEN SUCCESSFUL IN OBTAINING TITLE TO THE PROPERTY.
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FOR RECORD AND INFORMATION OF THE PUBLIC, THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

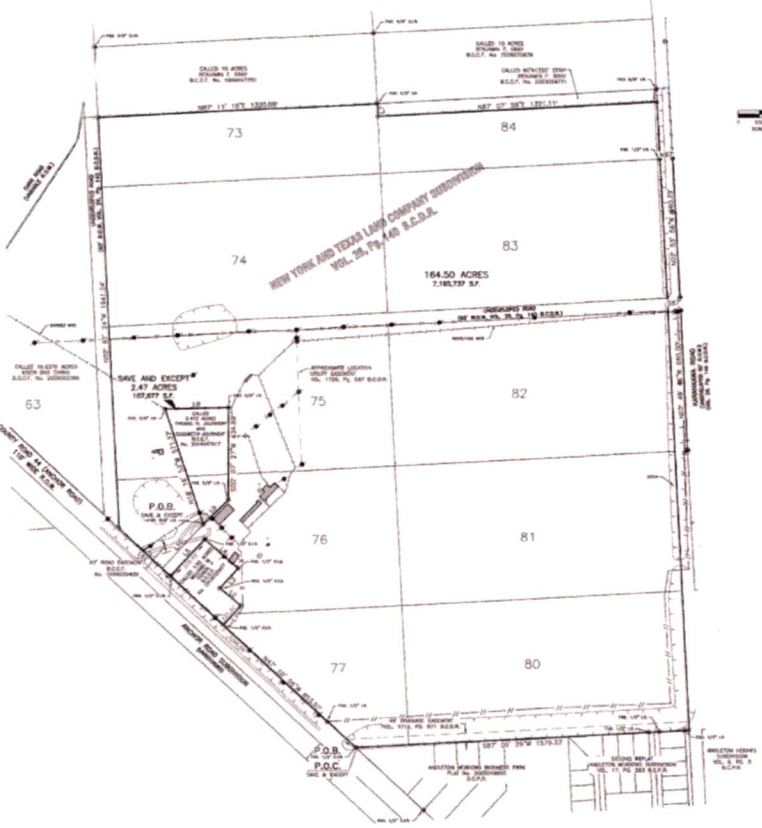
DATE: 10/10/2022
 SURVEYOR: [Signature]
 STATE OF TEXAS
 COUNTY OF BRAZORIA

LAND TITLE SURVEY
 164.50 ACRES
 BEING 166.97 ACRES, SAVE AND EXCEPT 2.47 ACRES
 LOTS 74, 80, 81, 82 AND 83 AND A PORTION OF LOTS 73, 75,
 76, 77 AND 84 OF NEW YORK AND TEXAS LAND COMPANY
 SUBDIVISION
 VOL. 26, Pg. 140 B.C.D.R.
 LOCATED IN THE
 J. DE J. VALDEARAS SURVEY, ABSTRACT No. 380
 BRAZORIA COUNTY, TEXAS

B & L
 300 EAST CEDAR ST.
 ANGLETON, TEXAS 77515
 OFFICE (979) 649-6681
 TEXAS REG. NO. 1009200
 REG. NO. F-825

PROJECT NO. 1402 SCALE: 1" = 200' DRAWN BY: [Signature]
 SHEET NO. 1402-15 DATE: 10/10/2022 CHECKED BY: [Signature]

Exhibit A
The Property



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Exhibit A
The Property
 pg.2



County: Brazoria
 Project: 150 Acres Anchor Rd
 Job No.: 14257

FIELD NOTES FOR 164.50 ACRE

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

Overall 166.97 acre tract:

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

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

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

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

300 E Cedar St, Angleton, Texas 77515 • Phone: (979) 849-6681
 Texas Firm Registration No. 10052500

Exhibit A
The Property
 pg.3



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

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

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

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

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

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

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

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

300 E Cedar St, Angleton, Texas 77515 • Phone: (979) 849-6681
 Texas Firm Registration No. 10052500

Exhibit A
The Property
pg.4



SAVE AND EXCEPT 2.47 ACRES:

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

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

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

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

OVERALL: 166.97 ACRES

SAVE AND EXCEPT: 2.47 ACRES

TOTAL: 164.50 ACRES

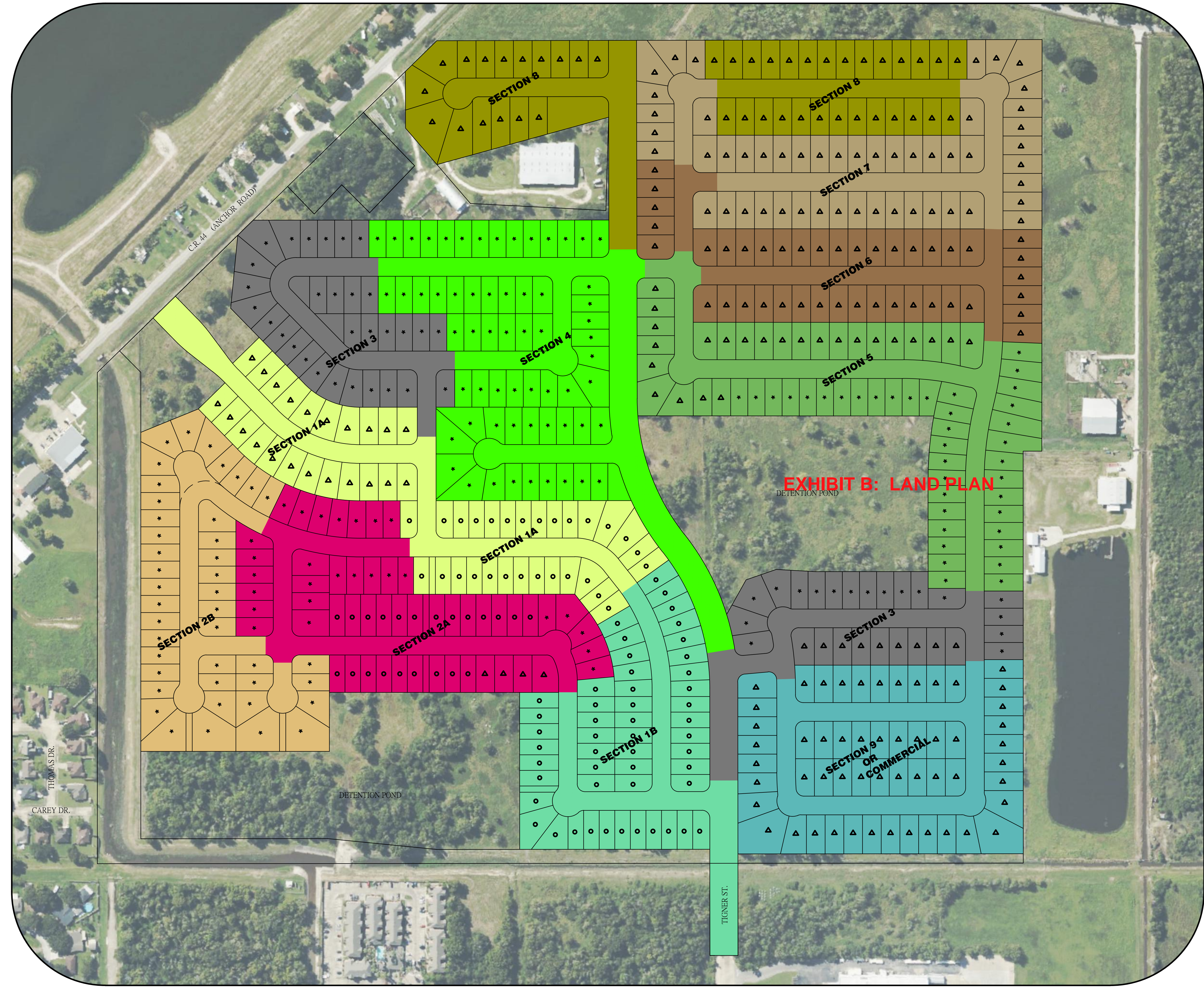
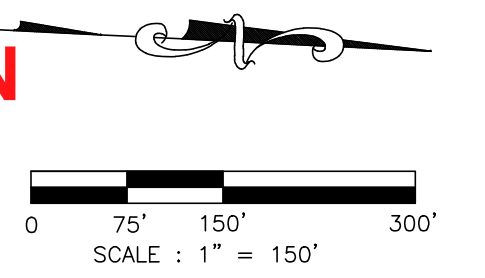
A land title survey of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description.

Devin Royal 12-22-20
Devin R. Royal
Registered Professional Land Surveyor
Texas Registration No. 6667



300 E Cedar St, Angleton, Texas 77515 • Phone: (979) 849-6681
Texas Firm Registration No. 10052500

EXHIBIT B: LAND PLAN



LOT SUMMARY

- SECTION 1A
50 LOTS
28-50', 22-60'
- SECTION 1B
50 LOTS
50-50'
- SECTION 2A
53 LOTS
22-50', 27-55', 4-60'
- SECTION 2B
42 LOTS
42-55'
- SECTION 3
56 LOTS
47-55', 9-60'
- SECTION 4
61 LOTS
61-55'
- SECTION 5
62 LOTS
38-55', 24-60'
- SECTION 6
41 LOTS
41-60'
- SECTION 7
50 LOTS
50-60'
- SECTION 8
43 LOTS
43-60'
- SECTION 9
COMMERCIAL
RESERVE
OR 54-60' LOTS

- 50' LOTS
- * 55' LOTS
- △ 60' LOTS

TOTAL LOTS
562

100 - 50' LOTS
215 - 55' LOTS
247 - 60' LOTS

Austin Colony Subdivision

164.50 ACRES OF LAND

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
REG. NO. F-825, TBPLS NO. 10052500
DATE: 01/17/23
FILE NAME: 14257 OVERALL EXHIBIT 6.DWG

Exhibit C
Development Standards and District Regulations

All regulations of the Code of Ordinances of the City of Angleton shall apply in this Planned Development PD Three (3) unless otherwise modified in this Exhibit or the PD Planned Development Overlay District Three (3) Ordinance.

REGULATIONS for Phases 1A, 1B, 2A, 2B, 3, 4, 5, 6, 7, 8 and 9. as identified in Exhibit "B":

- 1. Base District.** The provisions of Section 28-47 SF-5 Single Family Residential 5 District of the City of Angleton Code of Ordinances, as adopted upon the effective date of this ordinance shall apply to Phases 1A, 1B, 2A, 2B, 3, 4, 5, 6, 7, 8 and 9, except as otherwise modified herein.
- 2. Uses.** Those uses described for the SF-5 district in Section 28-81 Use Regulations (Charts) shall be permitted for Phases 1A, 1B, 2A, 2B, 3, 4, 5, 6, 7, 8 and 9.
- 3. Lot Dimensions and Development.** The lots shall be the size depicted in Exhibit "B" and shall be approximately 120 feet in length, with the front width of each lot as set forth in this Sections and Lot Summary Chart.

SECTIONS AND LOT SUMMARY CHART				
Section	Lot Width 50 Feet	Lot Width 55 Feet	Lot Width 60 Feet	Section Lot Total
1A	30 Lots	20 Lots		50 Lots
1B		50 Lots		50 Lots
Section 2A	24 Lots	29 Lots		53 Lots
Section 2B	46 Lots	1 Lots		47 Lots
Section 3		43 Lots	9 Lots	52 Lots
Section 4		46 Lots	17 Lots	63 Lots
Section 5		26 Lots	35 Lots	61 Lots
Section 6			41 Lots	41 Lots
Section 7			50 Lots	50 Lots
Section 8			44 Lots	44 Lots
Section 9 Commercial reserve or 55-60 Lots			55 Lots	
Lot Size Total	100 Lots	215 Lots	251 Lots	566 Lots
Size%	17.67%	37.99%	44.34%	100%

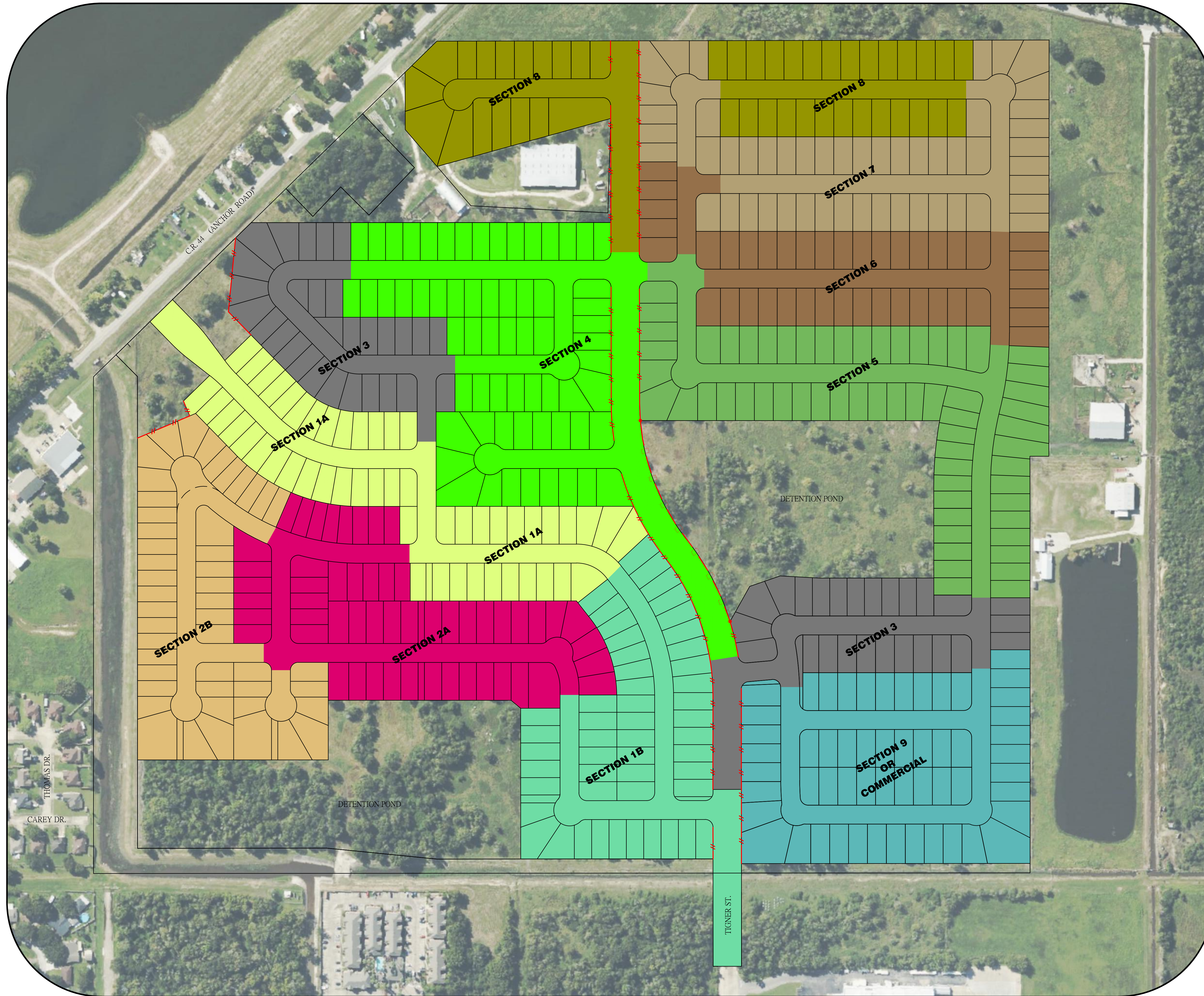
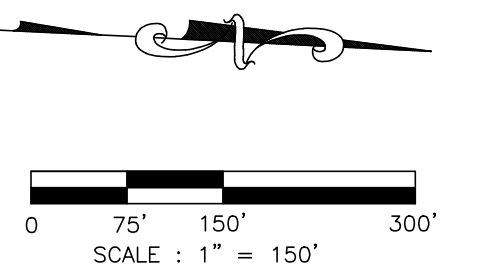
- 4. Entry Monument.** An Entry Monument shall be placed at the corner of Austin Colony Boulevard and County Road 44, which is the entry to the Project off County Road 44. The Entry Monument shall be either brick or stone with landscaping, planted grass, shrubs, an irrigation system and lighting.
- 5. Fencing.** Developer agrees to install perimeter fencing as depicted in **Exhibit "D"** attached hereto. Developer agrees to install premium, stained, crowned fencing along the

rear Property lines of all lots at the intersection of the Austin Colony Boulevard entrance at CR 44 (Anchor Road) and along both sides of the extension of Tigner Street. All perimeter fencing shall be maintained by the Homeowners' Association. Perimeter fencing shall not be installed within any street intersection sight triangles. All fencing for each proposed development phase shall be installed prior to the occupancy of any residence in that phase. All wood fencing will have a top cap.

REGULATIONS for Phase 9 as identified by Exhibit "B":

- 1. Base District.** The provisions of Section 28-58 C-O/R Commercial-Office/Retail District of the City of Angleton Code of Ordinances, as adopted upon the effective date of this ordinance, shall apply to Phase 9 of the Property subject to the provisions of this Exhibit and the PD Planned Development Overlay District Three (3) Ordinance.
- 2.** In the event the then current owner of the property depicted as Phase 9 of Exhibit "B" hereof has not applied for a building permit for an office or retail use permitted by Section 28-81 of the City of Angleton Code of Ordinances (C-O/R - Commercial office-Retail District) within six (6) years of the issuance of the first building permit in the project, the then current owner shall be automatically, and with no additional legislative action, be permitted to take all necessary steps to construct single family residential product consistent with the requirements of Section 28-47 SF-5 Single Family Residential District and Exhibit "B".

EXHIBIT D FENCING PLAN

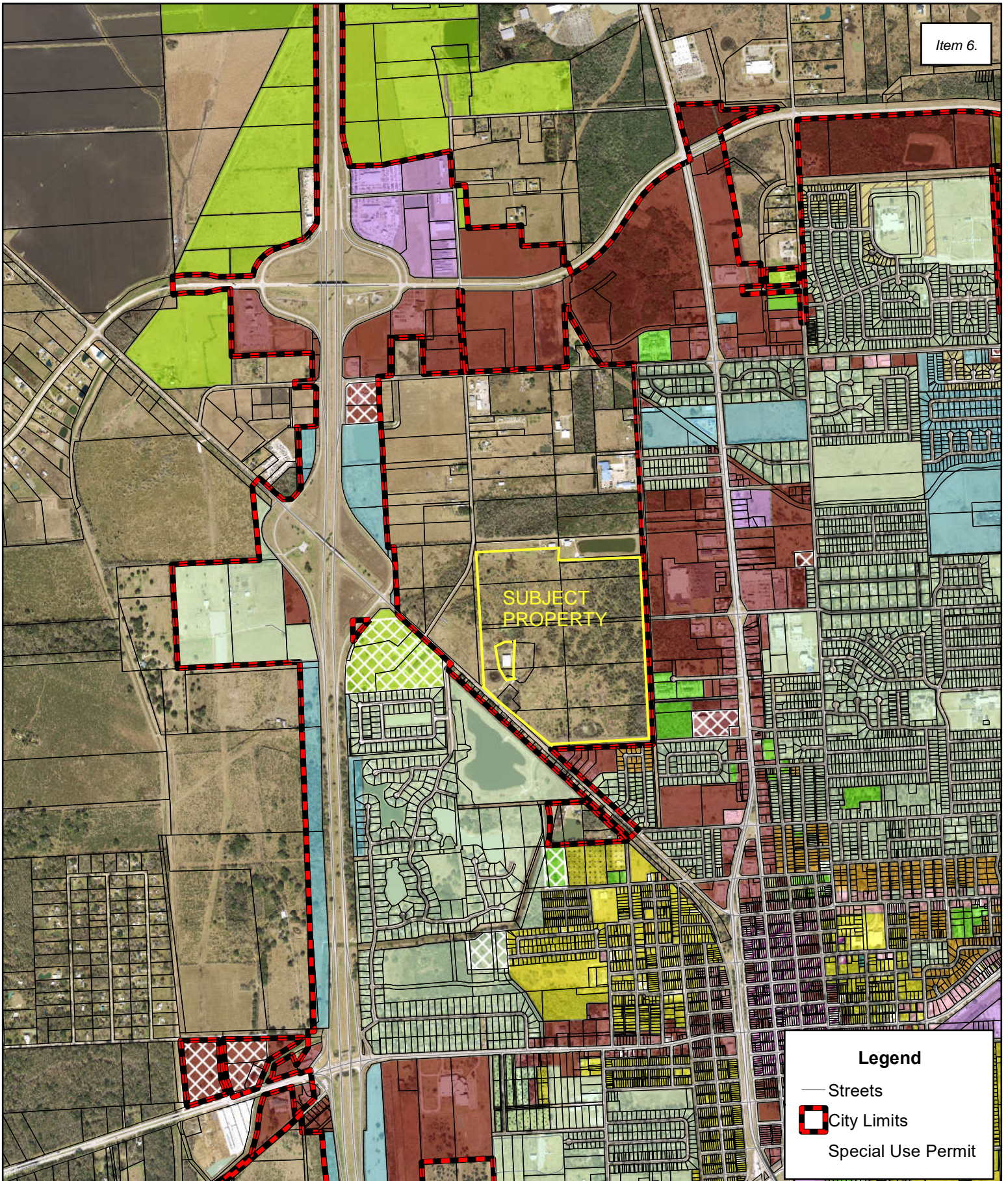


-  PREMIUM CEDAR FENCE W/CROWN
-  WROUGHT IRON FENCE W/BRICK COLUMNS FOR VISUAL TO DETENTION POND

Austin Colony Subdivision



164.50 ACRES OF LAND

B & L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 REG. NO. F-825, TBPLS NO. 10052500
 DATE: 12/09/22
 FILE NAME: 14257 OVERALL EXHIBIT 5.DWG



SUBJECT PROPERTY

Legend

- Streets
-  City Limits
-  Special Use Permit

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Angleton makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Angleton from any damage, loss, or liability arising from such use.



AGENDA ITEM SUMMARY REPORT

MEETING DATE: January 24, 2023

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

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on an ordinance rezoning 0.4213 acres from Commercial Office-Retail District to C-OR to 2F, Two-Family Residential District (duplex homes), for property located at 425 N. Walker St. at the SW corner of W. Live Oak St., Tract 163A20 Jose De Jesus Valderas Survey, A-380, City of Angleton, TX, Brazoria County.

AGENDA ITEM SECTION: Public Hearing and Action Item

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

FUND: N/A

EXECUTIVE SUMMARY:

This is a request from Cory Morris to rezone 0.4213 acres of land from Commercial Office-Retail District (C-OR) to 2F, Two-Family Residential District (duplex home). The applicant's primary purpose is to convert the existing structure which was previously zoned to commercial, having one side unit formerly used for storage; the building is said to be completely gutted internally. The structure at one time is said to have been a laundry washeteria. The applicant hopes to add covered parking to the structure and utilize it as a duplex.

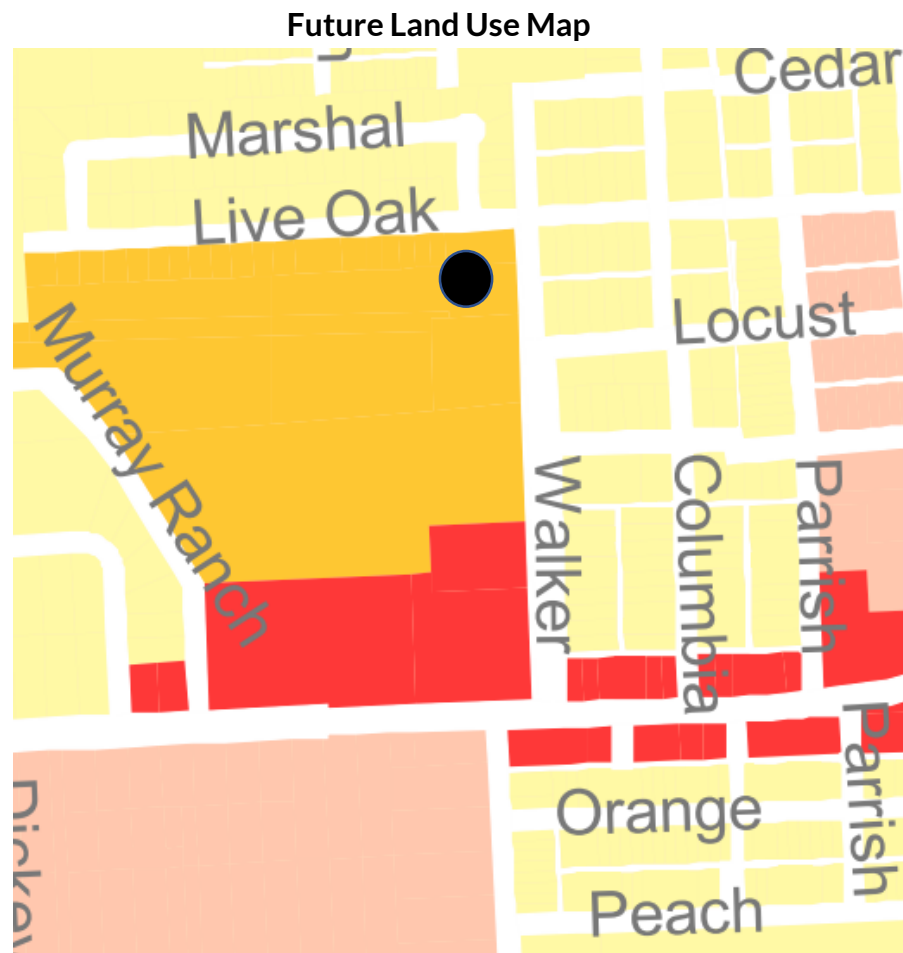
Property Description: Lot 163A20, 380 J DE VALDERAS, City of Angleton, Texas, as filed in Volume 1718, Page 9 of the Deed Records of Brazoria County, Texas.

Review Criteria and Findings of Fact:

In making a determination regarding a requested zoning change, the planning and zoning commission and the city council shall consider the following factors:

- a. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole. ***(Staff concurs the property is more appropriate as residential as opposed to the existing commercial zoning which results in spot zoning).***
- b. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area; ***(There will be no negative impact on said capacity of public improvements).***

- c. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the city, and any special circumstances which may make a substantial part of such vacant land unavailable for development; (***Opportunities for infill development are adequate in the surrounding area; developing the property as commercial is not feasible and would not provide adequate commercial parking.***)
- d. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change (***Area is a stable residential neighborhood (approximately 40 yrs. old); this will provide a buffer next to the Broad Reach Power BRP utility power plant to the south.***)
- e. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved. (***This rezoning will provide for infill reinvestment, and a positive façade improvement to the neighborhood.***)
- f. Any other factors that will substantially affect the public health, safety, morals, or general welfare. (***No factors will negatively affect the public health, safety, morals or general welfare.***)



The Future Land Use Plan from the City of Angleton Comprehensive Plan Update designates the subject property as multi-family residential and consistency is achieved. The general vicinity has primarily single-family housing, the Washington Terrace Subdivision, originally platted in 1977-1978.

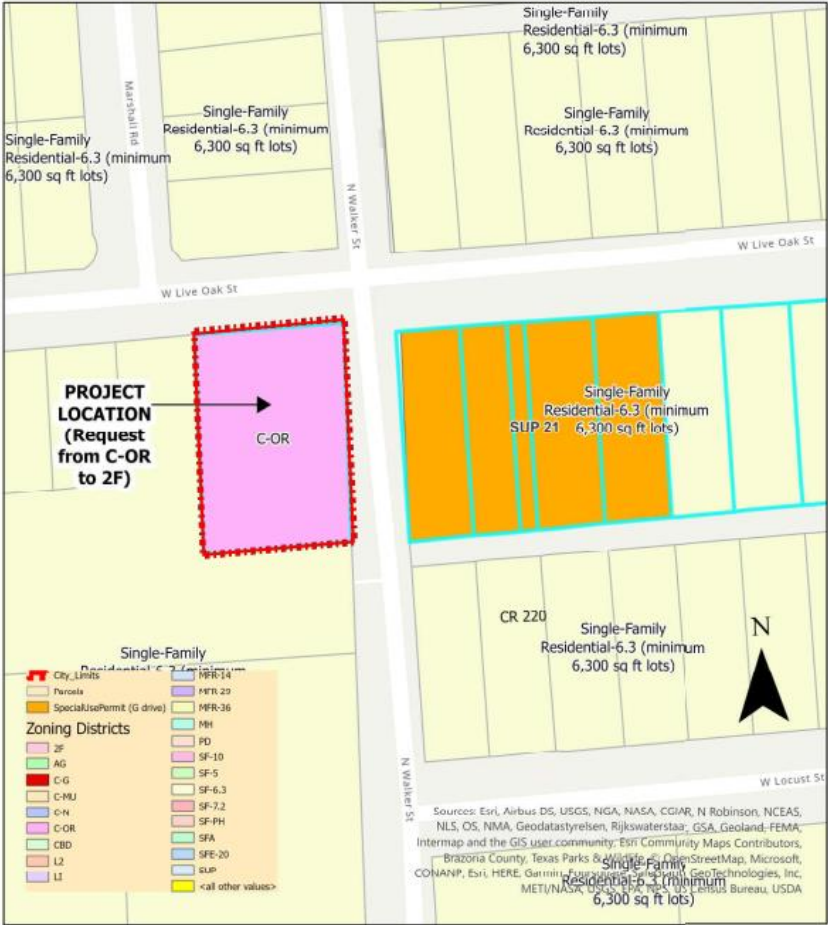
Existing Land Use and Zoning

North: Single Family Home, SF Residential 6.3

East: SUP 21; Single Fam. Home (Now); Daycare Center, Approved 2006; ORD 2006-O-6B.

West: Single Family Home, SF Residential 6.3

South: Broad Reach Power BRP utility power plant; zoned SF Residential 6.3



Property Location Map



Staff Analysis:

The Zoning Ordinance Sec. 28-49. - 2F for *Two-family residential district (Duplex homes)* outlines the requirements that must be met by this request.

General purpose and description: The 2F—Two-Family Residential District is intended to promote stable, quality multiple-occupancy residential development at slightly increased densities. Individual ownership of each of the two-family or duplex units is encouraged.

- Minimum lot area: 10,000 square feet per pair of dwelling units; 5,000 square feet per dwelling unit. This proposal would comply with the maximum density threshold.
- Parking regulations: A minimum of two parking spaces for each dwelling unit on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
- Off-street parking and loading regulations shall remain in compliance with Section 28-101.
- Minimum floor area per dwelling unit for two-family/duplex homes: None.
- Maximum impervious surface coverage: shall not exceed 60 percent.
- Setback requirements for the structure shall remain in compliance with Sec. 28-49. - 2F. As noted, the applicant proposes to add a carport to the existing structure that must meet the setback requirements. No further setback encroachment shall be permitted along the rear property line.
- The existing vegetation screen in the rear should be manicured and shall remain as a permanent natural screen to the adjacent residential.

SITE PHOTOS



VIEW LOOKING WEST AT PROJECT SITE



VIEW LOOKING SOUTH AT PROJECT SITE



VIEW LOOKING NORTHWEST AT SITE



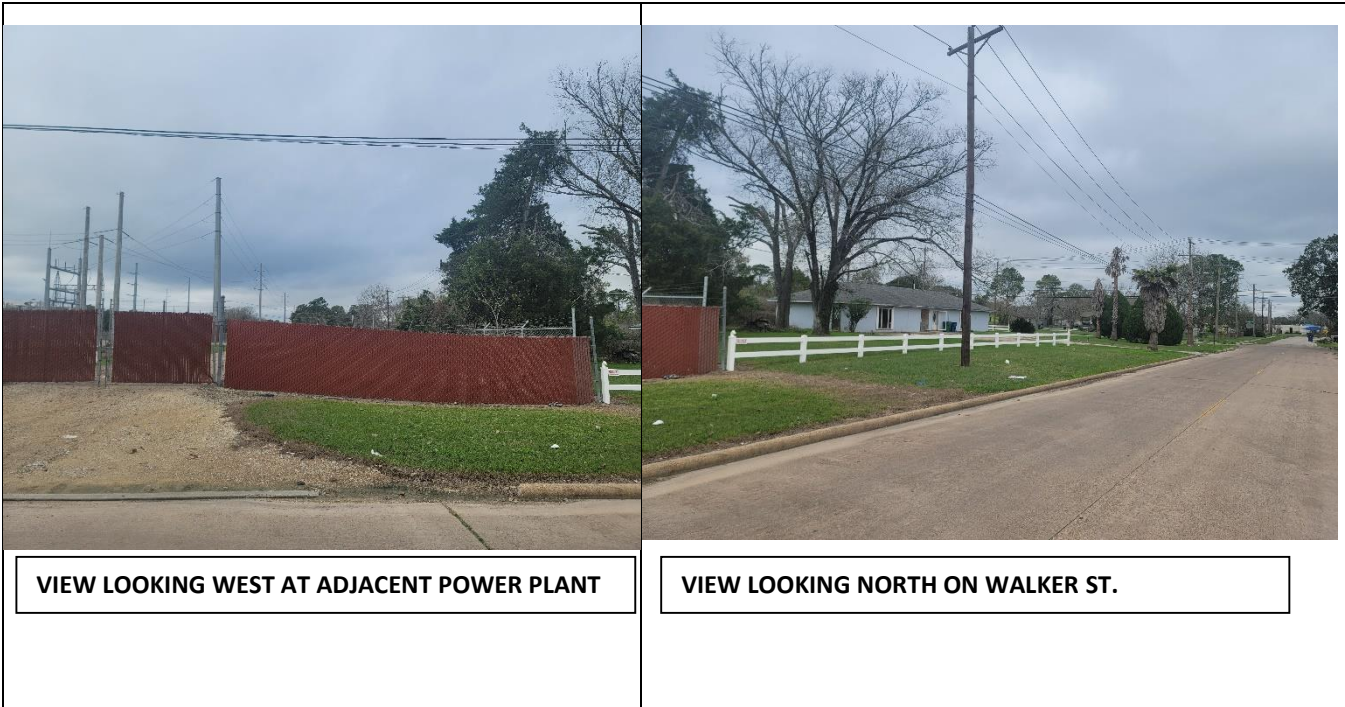
VIEW LOOKING NORTHEAST AT ADJACENT HOME



VIEW LOOKING NORTH ON WALKER ST.



VIEW OF RESIDENTIAL NEAR THE SITE



VIEW LOOKING WEST AT ADJACENT POWER PLANT

VIEW LOOKING NORTH ON WALKER ST.

P&Z RECOMMENDATION:

The Planning and Zoning Commission voted unanimously (7-0) to adopt this as its final report and recommends approval of the rezoning of 0.4213 acres from Commercial Office-Retail District to C-OR to 2F, Two-Family Residential District (duplex homes), for property located at 425 N. Walker St., to Council for final consideration and approval.

SUGGESTED MOTIONS:

(Motion: Open/Close Public Hearing) Motion: I move we accept the P&Z Commission’s recommendation and adopt the ordinance rezoning 0.4213 acres from Commercial Office-Retail District (C-OR) to 2F, Two-Family Residential District (duplex homes), for property located at 425 N. Walker St..

ORDINANCE NO. 20230124-007

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, TO AMEND THE "ZONING MAP OF THE CITY OF ANGLETON" BY CHANGING THE ZONING MAP DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE TO A TRACT OF LAND CONTAINING 0.4213 ACRE, LOCATED AT 425 N. WALKER ST., ANGLETON, TEXAS; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission conducted a public hearing on January 5, 2023; and

WHEREAS, the City Council conducted a public hearing on January 24, 2023; and

WHEREAS, notice of the public hearings was published in *The Facts* and mailed to property owners within 200 feet of the zoning request; and

WHEREAS, the Planning and Zoning Commission, on January 5, 2023, made findings of fact that rezoning of the property from the Commercial- Office Retail (C-OR) District to the 2F, Two-Family Residential District (Duplex) be approved.

WHEREAS, the City Council, on January 24, 2023, adopted the final report by reference the findings of fact made by the Planning and Zoning Commission.

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

SECTION 1. That the foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part of this Ordinance for all purposes as findings of fact.

SECTION 2. That the tract of land containing 0.4213 Acre, being Lot 163A20 in the Jose De Jesus Valderas Survey, Abstract 380 in the City of Angleton, Brazoria County, Texas. being the same tract recorded in the name of Kevin Manzano under Brazoria County Clerk's File (B.C.C.F.) No. 2016041486 of the Official Records of Brazoria County, Texas (O.R.B.C.T.), being further described in Volume 1718, Page 9 of the Brazoria County Deed records (B.C.D.R.), and being more particularly described by metes and bounds in Exhibit A, be rezoned from the Commercial- Office Retail (C-OR) District to the 2F, Two-Family Residential District (Duplex).

SECTION 3. That the Official Zoning Map of the City of Angleton is hereby amended in

accordance with the provisions of this Ordinance to show the change in zoning district classification.

SECTION 4. That any person or corporation violating any of the provisions of this Ordinance shall upon conviction be fined any sum not exceeding \$2,000 and each and every day that the provisions of this Ordinance are violated shall constitute a separate and distinct offense.

SECTION 5. That should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity of such section, or part shall in no way affect, impair or invalidate the remaining portion thereof, but as to such remaining portion, the same shall remain in full force and effect.

SECTION 6. That it is hereby found and determined that the meetings at which this Ordinance is considered are open to the public and that notice of the time, place and purpose thereof was given in accordance with the provisions of the Texas Government Code - Chapter 551, as amended, and that a quorum of the City Council was present.

SECTION 7. That this Ordinance shall be effective and in full force immediately upon its adoption.

PASSED AND APPROVED THIS 24TH DAY OF JANUARY, 2023.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

Exhibit A
Legal Description

A tract of land containing 0.4213 Acre, being Lot 163A20 in the Jose De Jesus Valderas Survey, Abstract 380 in the City of Angleton, Brazoria County, Texas. being the same tract recorded in the name of Kevin Manzano under Brazoria County Clerk's File (B.C.C.F.) No. 2016041486 of the Official Records of Brazoria County, Texas (O.R.B.C.T.), being further described in Volume 1718, Page 9 of the Brazoria County Deed records (B.C.D.R.), and being more particularly described by metes and bounds as follows: (Bearings based on Volume 1718, Page 9 of the B.C.D.R.)

BEGINNING at a ½ inch iron rod with a "Precision" cap set at the intersection of the south right-of-way line of West Live Oak Street (60 Feet wide), and the west right-of-way of North Walker Street, being the southeast corner of Washington Terrace Subdivision. Section 1 as recorded in Volume 8, Page 15 of the Brazoria County Plat Records, being the northeast corner of this tract;

THENCE, SOUTH 02° 32' 57" EAST, with said west right-of-way line, a distance of 166.10 Feet to a 5/8 Inch iron rod found at the southeast corner of this tract;

THENCE, with lines of a tract recorded in the name of Community Service Company in Volume 1467, Page 234 of the B.C.D.R., the following two (2) courses:

1. SOUTH 86° 53' 17" WEST, a distance of 110.49 Feet to a point at the southwest corner of this corner of this tract (from which a fence post bears South 30° 56' 06" East, a distance of 2.14 Feet);
2. NORTH 02° 32' 57" WEST, a distance of 166.10 Feet to a ½ Inch rod with a "Precision" cap set on the aforementioned south right-of-way line of West Live Oak Street at the northwest corner of this tract (from which a ½ Inch rod found bears South 86° 53' 17" West, a distance of 58.34 Feet, from said a 1/2 Inch rod found a 3/8 Iron rod found bears South 86° 53' 17" West, a distance of 101.92 Feet, From said 3/8 Inch iron found a second ½ Inch iron rod found bears South 86° 30' 46" West, a distance of 287.37 Feet, from said second 1/2 Inch Iron rod found a third 1/2 Inch Iron rod found bears South 86o 30' 46" West, A distance of 60.37 Feet, from said third 1/2 Inch iron rod found a fourth 1/2 Inch iron rod found bears South 86° 30' 46" West, a distance of 54.91 Feet);

THENCE, NORTH 86° 53' 17" East, with said south right-of-

way line, being the south line of the aforementioned Washington Terrace Subdivision, Section 1, a distance of 110.49 Feet to the POINT OF BEGINNING and containing 0.4213 Acre of land, more or less.

Property commonly known as: 425 N. Walker, Angleton, TX 77515

12190504 12/09/2022 9:17 AM
TAB TERM: 105
1024

300.1190 ZONING VAR/PLATTING
WING/VARIANCE/PLA 150.00CR

RENDERED: 150.00 CHECK
APPLIED: 150.00-

CHANGE: 0.00

OFFICE USE ONLY	
Date received: <u>12/9/22</u>	Fee: \$ <u>150.00</u>
P&Z Public Hearing date: _____	
Date to send cert. letters: _____	
Date to publish: _____	
Proof of taxes paid: _____	date verified: _____

CITY OF ANGLETON RE-ZONE APPLICATION

Name(s) of Property Owner: MidAtlantic IRA, LLC FBO Karsnia IRA

Current Address: 118 W Church St. Email: —

City: Frederick State: MD Zip: 21701

Home Phone: — Business Phone: 240-515-3580 Cell: 281-7287521

ATTACH PROOF THAT ALL TAXES, FEES AND OBLIGATIONS HAVE BEEN PAID TO THE CITY OF ANGLETON.

Name of Applicant: Cory Morris
(If different than Property Owner)

Address: 3710 CR 36 Email: Cralco 979 @ Gmail

City: Angleton State: TX Zip: 77515

Home Phone: — Business Phone: — Cell: 269-547-4929

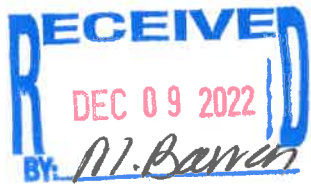
Address/Location of Property to be Re-zoned: 425 N Walker St.
Angleton TX 77515

Legal Description: See Attached 163A20
Metes & Bounds Lot(s) Block Subdivision

ATTACH MAP/SURVEY OF PROPERTY

Has the property been platted? YES NO
Current Zoning: C-OR Current Use: Last used as duplex, currently vacant with inside completely demo-ed
Proposed Zoning: MFR-14 Proposed Use: Use as multi-family (triplex) after rehabilitation

Application Fee: \$150.00 (must be submitted with application)





CITY OF ANGLETON APPOINTMENT OF AGENT

As owner of the property described as 425 N Walker St, Angleton, TX 77515
I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: Cory Morris

Mailing Address: 3710 County Rd 36 Email: armyof178@aol.com

City: Angleton State: TX Zip: 77515 - 9776

Home Phone: (269) 547-4929 Business Phone: ()

I verify that I am the legal owner of the subject property and I acknowledge and affirm that I will be legally bound by the words and acts of my agent, and by my signature below, I fully authorize my agent to:

be the point of contact between myself and the City; make legally binding representations of fact and commitments of every kind on my behalf; grant legally binding waivers of rights and releases of liabilities of every kind on my behalf; to consent to legally binding modifications, conditions, and exceptions on my behalf; and, to execute documents on my behalf which are legally binding on me.

I understand that the City will deal only with a fully authorized agent. At any time it should appear that my agent has less than full authority to act, then the application may be suspended and I will have to personally participate in the disposition of the application. I understand that all communications related to this application are part of an official proceeding of City government and, that the City will rely upon statements made by my agent. Therefore, I agree to hold harmless and indemnify the City of Angleton, its officers, agents, employees, and third parties who act in reliance upon my agent's words and actions from all damages, attorney fees, interest and costs arising from this matter. If my property is owned by a corporation, partnership, venture, or other legal entity, then I certify that I have legal authority to make this binding appointment on behalf of the entity, and every reference herein to 'I', 'my', or 'me' is a reference to the entity.

THIS AGREEMENT WILL TERMINATE 1/31/2023

Signature of owner [Signature] Title President

Printed/Typed Name of owner Allen Karsnia Date 12/06/2022

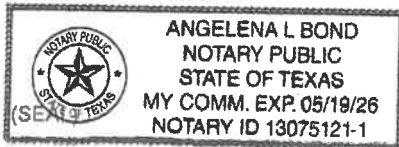
*Application must be signed by the individual applicant, by each partner of a partnership, or by an officer of a corporation or association.

STATE OF TEXAS §

COUNTY OF Harris §

Before me, Angelena L. Bond, on this day personally appeared Allen Karsnia, known to me (or proved to me on the oath of or through TX DL) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 6 day of December, 2022



Angelena L. Bond
Notary Public Signature
05/19/2026
Commission Expires

Issue Date : 11/21/2022 **Certificate Fee : \$88.00**

Customer : Patten Title Company
 Branch : Main
 Closer : System Integration
 GF # : 9994-22-32628CM
 Version : 1

Remit Certificate Fee To :
 CERTSIMPLE, INC
 P.O. Box 340787
 Austin, TX 78734
 (800) 806-3639
 taxcerts@certsimpleusa.com

Buyer(s) : Criss Maynard, Albert Maynard

Owner(s) / Seller(s): MidAtlantic IRA, LLC FBO Allen Karsnia IRA

Address : 425 North Walker Street, Angleton, TX

Account # : 171481

Total Taxes Summary for CAD Account(s): 171481					
Collector	Tax Year	Base Tax	Base Due	Due By 11/30/2022	Due By 12/31/2022
Brazoria County	2022	\$3,868.75	\$3,868.75	\$3,868.75	\$3,868.75
Acct #: 171481	Collector Total :	\$3,868.75	\$3,868.75	\$3,868.75	\$3,868.75
Payable to: Brazoria County 111 E. Locust St. Angleton, TX 77515 (979) 849-5711					
Total Taxes :		\$3,868.75	\$3,868.75	\$3,868.75	\$3,868.75

IMPORTANT CERTIFICATE COMMENTS

Please Verify Legal Description(s) being reported on the Tax Cert matches the Legal Description(s) reported on the Title Commitment. If any discrepancies are found, please request an update for validation prior to closing.

Parcel 1 of 1		Assessment Data	
Geographic ID	: 0380-0233-110	2021 Values	2022 Values
Property ID	: 171481	Land : \$10,980	\$14,270
Situs Address	: 425 N WALKER ST	Improvement : \$139,020	\$143,290
	: ANGLETON , TX 77515	Agricultural : \$0	\$0
Assessed Owner(s)	: MIDATLANTIC IRA (100%)	Appraised : \$150,000	\$157,560
Mailing Address(es)	: FBO ALLEN KARSNIA IRA, 118 W CHURCH ST, FREDERICK, MD 21701	10% Cap : \$0	\$0
		Assessed : \$150,000	\$157,560
Deed Reference	: N: V: 2022 P: 021712 D: 04062022	Est Taxes w/o : \$3,683	\$3,869
Subdivision	: A0380	Exemptions	
Acreage	: 0.42	Exemptions : Homestead	No Exemptions

Legal Description
A0380 J DE J VALDERAS TRACT 163A20 (ANGLETON) ACRES 0.42

Tax Bill Summary					
Collector	Tax Year	Base Tax	Base Due	Due By 11/30/2022	Due By 12/31/2022
Brazoria County	2022	\$3,868.75	\$3,868.75	\$3,868.75	\$3,868.75
Acct #: 171481	Collector Total :	\$3,868.75	\$3,868.75	\$3,868.75	\$3,868.75
Payable to: Brazoria County 111 E. Locust St. Angleton, TX 77515 (979) 849-5711					
Total Taxes :		\$3,868.75	\$3,868.75	\$3,868.75	\$3,868.75

This Section is for Information Purposes Only - Tax Bill Payment Status is Not reflected Below

Taxing Jurisdictions - Total Tax Rate: 2.4554090000						
Collector	Taxing Jurisdiction	Rate Year	Tax Rate	Est Taxes	Bill Year	Base Amount
Brazoria County	Angleton Drainage District	2022	0.0700000000	\$110	2022	\$110.29
Brazoria County	Angleton ISD	2022	1.2296000000	\$1,937	2022	\$1,937.36
Brazoria County	Angleton-Danbury Hospital District	2022	0.1609430000	\$254	2022	\$253.58
Brazoria County	Brazoria County	2022	0.2911060000	\$459	2022	\$458.67
Brazoria County	City of Angleton	2022	0.6187600000	\$975	2022	\$974.92
Brazoria County	Port Freeport	2022	0.0350000000	\$55	2022	\$55.15
Brazoria County	Road & Bridge	2022	0.0500000000	\$79	2022	\$78.78

Bond Information			
Name	Bonds Approved	Bonds Issued	Standby Fees
Angleton Drainage District	\$0	\$0	\$0

HOA Certificate

HOA Completed: 11/21/2022

Property Address: 425 N WALKER ST, ANGLETON , TX 77515
Owner Name: MIDATLANTIC IRA
Mailing Address: FBO ALLEN KARSNIA IRA, 118 W CHURCH ST, FREDERICK, MD 21701
Legal Description: A0380 J DE J VALDERAS TRACT 163A20 (ANGLETON) ACRES 0.42
Tax Account Number:
Parcel ID: 171481
Acreage: 0.42
Subcode: A0380

HOA: HOA NOT FOUND - VERIFY HOA ADDENDUM DOCUMENT
Date Verified:
Collection Cycle:

HOA Notes:

RESEARCH CONDUCTED THROUGH VARIOUS RESOURCES SUCH AS DEED RESTRICTIONS, ONLINE INFORMATION, ETC.. HAS INDICATED THIS SUBDIVISION MAY NOT BE PART OF A HOMEOWNERS ASSOCIATION

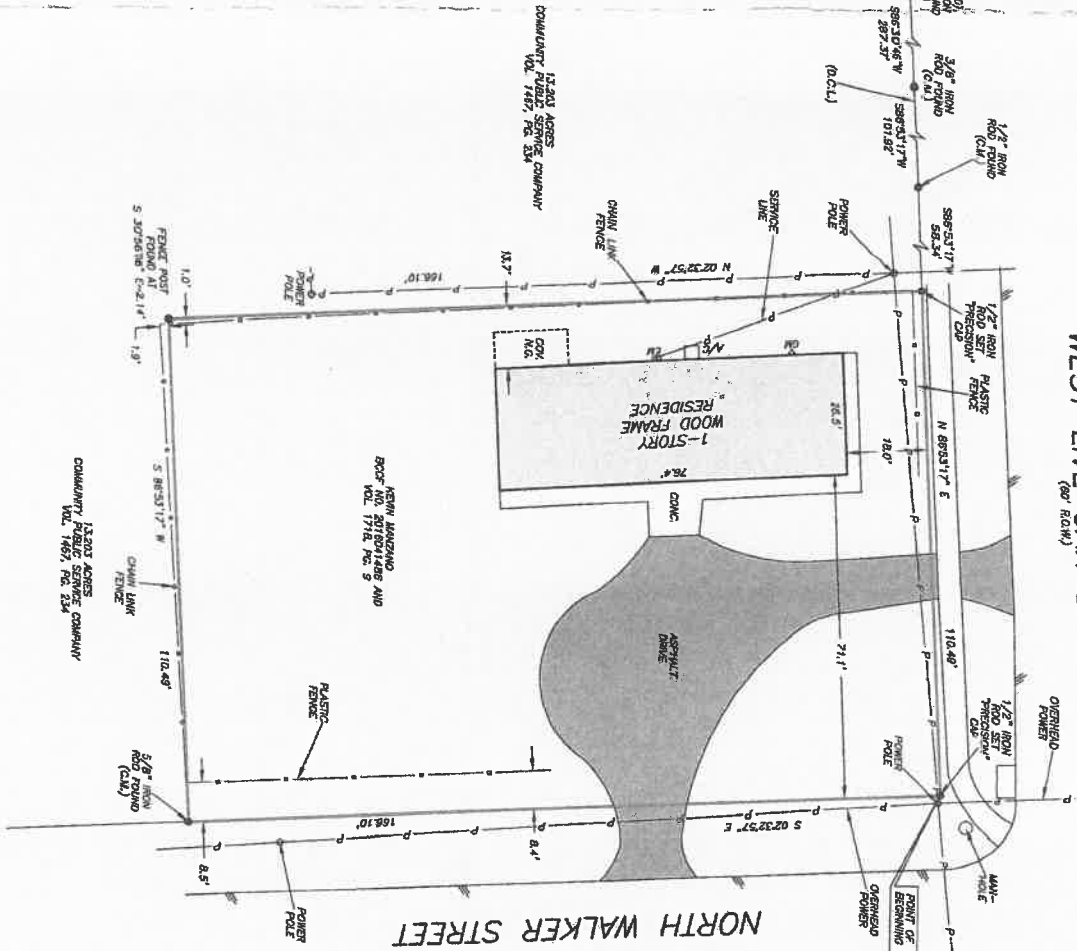
*** IF ADDITIONAL INFORMATION IS AVAILABLE IN THE HOA ADDENDUM, OR FROM THE SELLER OR REALTOR/AGENT, PLEASE CONTACT US SO WE MAY REVIEW AND UPDATE OUR DATABASE *****

HOA Certificate Disclaimer:

HOA Assessments being reported are good for 30 days OR through the end of HOA Billing Cycle. Please Request an Update Prior to Closing. Please Review All Comments and Statements furnished on this Certificate. Research is conducted through various resources such as Deed Restrictions, online information, etc.. however, Information Not Readily Available to Certsimple, such as Sales Contract HOA addendums, may need to be forwarded to CertSimple for further review.

WASHINGTON TERRACE SUBDIVISION
VOL. 8, P.C. 15 B2P8

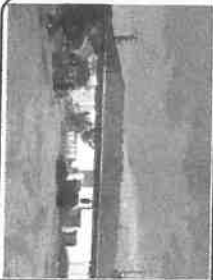
WEST LIVE OAK STREET
(60' ROW)



OF NO. FTH-21-FAH21014431A FIDELITY NATIONAL TITLE
ADDRESS: 425 NORTH WALKER STREET
ANGLETON, TEXAS 77515
BORROWER: OPENDOOR PROPERTY TRUST I

0.4213 ACRE
LOT 163A20
JOSE DE JESUS VALDERAS
SURVEY, A-380
CITY OF ANGLETON, TEXAS
OF BRAZORIA COUNTY, TEXAS
(SEE ATTACHED METES AND BOUNDS DESCRIPTION)

NOTE: BUILDING SETBACK LINES AND DIMENSIONS PER VOL. 713, PG. 48 DIRECT.
NOTE: RIGHT OF WAY AND EASEMENT PER VOL. 611, PG. 98 DIRECT.
NOTE: BASEMENT TO CITY OF ANGLETON PER VOL. 1348, PG. 53 DIRECT.



THIS PROPERTY DOES NOT LIE WITHIN THE
100 FOOT ZONED DISTRICT 581798B
PAID BY: 4800000 0440 X
ZONING REVISION: 12/20/2020
BASED ONLY ON VISUAL EXAMINATION OF MAPS
AND DIMENSIONS OF FEMA MAPS PRESENTLY EXACT
REPRESENTATION WITHOUT DETAILED FIELD STUDY.

A SURVEYANCE INVESTIGATION
WAS BEYOND THE SCOPE OF THIS SURVEY

D.C.L. = DIRECTIONAL CONTROL LINE
RECORD REFERENCE: VOL. 1718, PG. 8
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE
IN ACCORDANCE WITH THE RULES AND REGULATIONS
GOVERNING THE PRACTICE OF SURVEYING IN THE
STATE OF TEXAS AND THAT THERE ARE NO
UNRECORDED INTERESTS OR CLAIMS OF ANY
KIND OR CHARACTER WHICH MIGHT AFFECT THE
ACCURACY OF THIS SURVEY. THE SURVEY WAS
CONDUCTED IN ACCORDANCE WITH THE RULES AND
REGULATIONS GOVERNING THE PRACTICE OF
SURVEYING IN THE STATE OF TEXAS AND THE
PROFESSIONAL LAND SURVEYOR
TERENCE MISH
NO. 49811-06829
EXPIRES: 07/2021
REVISED: APRIL 22, 2022 (CONNECTED LOTS)



DRAWN BY: AG

Fidelity National Title

AMANDA CHAPA
713-966-4080



PRECISION
Surveyors

281-496-1566
950 HAMBURG STREET SUITE 1501 HOUSTON, TEXAS 77029

1-800-LANDSURVEY
www.precisiontitle.com

210-429-4841
1777 NE 100th Ave Suite 600 San Antonio, TX 78217



Draft

CITY OF ANGLETON
 PLANNING AND ZONING
 COMMISSION
 120 S. CHENANGO STREET,
 ANGLETON, TEXAS 77515
 THURSDAY, DECEMBER 5, 2022 AT
 12:00 PM

MINUTES

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON PLANNING AND ZONING COMMISSION IN THE ORDER THEY OCCURRED DURING THE MEETING. THE PLANNING AND ZONING COMMISSION OF ANGLETON, TEXAS CONVENED IN A REGULAR MEETING ON THURSDAY, JANUARY 5, 2023 AT 12:00 PM, IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Chair Garwood called the Commission Meeting to order at 12:00 P.M.

PRESENT

Chair William Garwood
 Commission Member Henry Munson
 Commission Member Ellen Eby
 Commission Member Deborah Spoor
 Commission Member Michelle Townsend
 Commission Member Regina Bieri
 Commission Member Bonnie McDaniel

1. Approval of Meeting Minutes for December 1, 2022

Motion was made by Commission Member Henry Munson to approve the minutes; Motion was seconded by Commission Member Regina Bieri.

Commission Action: Approved. Motion carried unanimously, 7-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS

2. Conduct a public hearing, discussion, and take possible action on a request for approval of an ordinance rezoning 0.4213 acres from Commercial Office-Retail District (C-OR) to 2F, Two-Family Residential District (duplex homes), for property located at 425 N. Walker St. at the SW corner of W. Live Oak St., Tract 163A20 Jose De Jesus Valderas Survey, A-380, City of Angleton, TX, Brazoria County.

Staff Presentation: Mr. Otis Spriggs introduced the case and presented the staff report findings.

This is a request to rezone from the Commercial Office-retail District to convert an existing structure to a duplex. The property is located at 425 N Walker Street, and is surrounded by a well-established single family subdivision which probably has existed there for 30 to 40 years. However, this building has been in transition. It's what we would consider spot zoning in the middle of a residential area. Potentially they could come in and do those things as allowed within the Commercial Code that as listed under the Commercial- Office Retail District. In the area. Staff feels that would be not fitting within the core residential area.

The overall future plan (land use) recommends the property as multifamily. The request would be consistent with our master land use and comprehensive plan. To the South is the power plant and this would provide a buffer to the neighborhood. Staff listed that point in the criteria section and that justifies why this request makes practical sense. The duplex would probably be compatible than commercial. The potential owner of the property would like to do some upgrades to the façade and provide a cover for the parking- with a carport option. Note that there is some existing vegetation in the rear of the property in which we made some suggestions that the landscape area be manicured.

In terms of the previous uses of the property, we were told that at one time it was a laundry or washeteria. An individual later lived there and used the adjacent unit for storage. They later gutted the structure completely; and it is now vacant.

Typically, the SF-2 District requires 5,000 square foot area of lot per unit; so this would fall in those parameters in terms of density and will accommodate the required parking/2 spaces per units. Staff recommends approval and entertains any questions of the Commission.

Chair Garwood opened the Public Hearing, with no objection.

Resident Patricia Milligan appeared before the P&Z Commission:

Ms. Milligan stated that she has a problem with this. They have tried to use this as a residence before it brought bad company into the neighborhood. It was unsafe to the neighborhood; as well as I think it would devalue our property.

Resident Iva Robinson appeared before the P&Z Commission:

She stated that she is requesting that you do not approve it. Because of the things that have happened in the past. This is already a low-income area. And we would request that you please do not bring anything else into our area. It seems like our area gets everything that no one else wants and you just keep approving everything that comes along, gets dumped on us. Please do not do this for the safety of our children, and like she said, it devalues our property.

Applicants:

Laura Cooper approached the mic and stated she is Mr. Warren's real estate agent. She stated she is a local real estate agent and she has worked in the area frequently. She has absolutely respect for the neighborhood and the feelings of the neighborhood. And whenever she first approached the

property to show it, the property was unlocked, it was unsecured and there had been some property damage. You could tell that people were able to come in and out of the property without any security to the building.

She has shown the property to two or three real estate investors. And Mr. Morris was the most promising and he's just a regular individual who wants to make the area nicer. He has really great plans. She met with his contractor on several occasions and he wants to make the property nice and he wants to bring higher value to the area and build nice units that bring decent rent, and he is not looking to bring low income, and low rental units to the property.

Resident Patricia Milligan, a rebuttal: My question is, what's going to happen 10 years from now? Two years from now, when he decided he no longer wants to rent, he no longer wants the property and it gets sold. Same thing that happens to all the other low-income properties in town. It's going to happen. Someone else is going to purchase the property someone else is going to move people in. There's no Homeowners association there's nothing to stop people from destroying the property. What's going to happen then? He may fix it up now, but it's not going to stay that way.

Commission Member Bonnie McDaniel: asked under commercial office retail somebody could put in a bar?

DS Director Otis Spriggs noted that you can place a beauty shop or barber shop; laundry facility, financial institution bank; other retail types of service oriented businesses including medical.

Commission Member Bonnie McDaniel noted that she is concerned about their concerns, but then on the other hand, just knowing how real estate is developing at this point, this is probably as good a time as any for it to go into a state of improvement. She commented that she thinks the change will actually do the neighbor's a favor by allowing some improvement to the property. By changing the zoning, you are having a nice duplex for somebody to occupy, who can afford to pay the rent.

Chair William Garwood asked about the surrounding properties and uses; are the mostly residential?

DS Director Otis Spriggs noted that there was a petition for some form of daycare facility SUP, which is no longer across the street. The property has since been redeveloped as a single family home on the corner.

The applicant **Mr. Morris** added that he is going to have strict guidelines.

Commission Action:

Commission Member Bonnie McDaniel

Made a motion that we accept the staff recommendation adopting this as the final report and recommend approval of the ordinance, rezoning these 0.4213 acres from commercial office retail district to 2F, Duplex homes for property located at 425 N Walker St. and forward it to the City Council for final consideration and approval.

Commission Member Regina Bieri seconded the motion .

Roll Call Vote: (7-0 Vote).

Commission Member Henry Munson- Aye; Commission Member Ellen Eby- Aye; Commission Member Michelle Townsend- Aye; Commission Member Deborah Spoor- Aye; Commission Member Regina Bieri - Aye; Commission Member Bonnie McDaniel- Aye; Chair William Garwood- Aye. Motion carried unanimously

5. Conduct a public hearing, discussion, and take possible action on a request for approval of an ordinance amending the PD Planned Development Overlay District Three (3), ORD_20220222-016 for Austin Colony

Subdivision, rezoning 164.50 acres, for property located on the northside of Anchor Rd, East of Carr Rd., West of the terminus of Tigner St.

REGULAR AGENDA

4. Consideration of approval of a final plat for Smart Storage, for a 12.390-acre subdivision.

Mr. Spriggs presented the final plat subject to the requested variances to be satisfied during the construction stage:

1. Variance is requested to allow the utility plan to be submitted at the time the first tract is considered for development.
2. Variance is requested to provide utility and drainage plans, heritage tree preservation and the geotechnical report at the time each tract is developed.

Mr. Spriggs presented the staff summary noting the Engineering comments per the review including the A.D.D. drainage coordination.

Commission Action:

Motion was made by Commission Member Henry Munson-to approve the proposed Final Plat for Smart Storage, seconded by Commission Member Deborah Spoor.

Roll Call Vote:

Commission Member Henry Munson- Aye; Commission Member Ellen Eby- Aye; Commission Member Deborah Spoor- Aye; Commission Member Regina Bieri - Aye; Chair William Garwood- Aye; Commission Member Michelle Townsend- Aye. Motion carried unanimously, 6-0 vote.

5. Presentation, discussion, and possible comment on a Site plan, for Angleton Park Place Sections 4-6; Presentation of Site plan, 70.838 acre tract in the southeast area of Angleton, Texas (60 ft. Lot option). No action is required.

Public Input:

“Chip” James Gayle, Shanks Rd.: Abutting neighbor to the south, appeared before the Commission voicing opposition to the proposal, he cited water sewer drainage, traffic, road frontage and crime statistics on the prior mobile home parks in the area. Chair recognized others in the audience that voiced the same concerns.

Applicant: Michael Morgan appeared and explaining Plan A; 60 ft. lots on both sides of the road. He plans to develop both sides of the existing Angleton Park Place.

Lots will be self-owned for-sale/no rentals. Manufactured home subdivision with the homes on slabs.

Chair Bill Garwood asked if this would require a rezoning. Mr. Spriggs noted that it would have to be annexed and rezoned. One (1) side is within the City Limits/PD holding zoning district.

Commission Member Henry Munson asked if Mr. Morgan proposes to have an HOA. Mr. Morgan replied yes. He advised Mr. Morgan that it will be tough to get this concept approved. Commission Member Ellen Eby asked about pricing: Mr. Morgan added that the price range would be \$165k to \$195 per lot.

Commission Member Deborah Spoor asked what the lot depths were: Mr. Morgan stated 125 ft. She also commented on the capacity of water/sewer taps. Can the City handle that? Mr. Spriggs stated that the capacity analysis would be done if an official request is submitted. She added that her concern is regarding high density in that area.

6. Presentation, discussion, and possible comment on a potential Rezoning Request, for a potential industrial development site located on 15.482 vacant acres on the North side of Hwy. 220, east of Shanks Road, for property currently zoned PD District. No action is required.

Mr. Robert Campbell, the applicant, appeared before the Commission. He noted that he owns a metal fabrication business that is purchasing the property; he wants to rezone it to Light Industrial. They are a metal fabrication (small parts, custom railings for home owners and contractors) business now in Clute, Tx. He is wanting to build a 50'x150' shop near CR 220/SW of the property with 10 employees with a desire to double. He noted that 400 ft. is the distance to the back property line.

Chair Garwood asked if this requires a lot of water. Mr. Campbell stated he wants to put in well and septic; they have a small kitchen with a couple of bathrooms. Operating hours are: 7:30 to 3:30 pm, M-F. Chair Garwood stated that it is a favorable proposal. Commission Member Deborah Spoor stated that this is fitting for that corridor.

ADJOURNMENT

Planning and Zoning Commission Chair Bill Garwood adjourned the meeting at 12:57 P.M.

These minutes were approved by Angleton Planning and Zoning Commission on this the _____ day of _____ 2022, upon a motion by Commission Member XX, seconded by Commission Member XX. The motion passed on X-X vote.

CITY OF ANGLETON, TEXAS

William Garwood
Chair

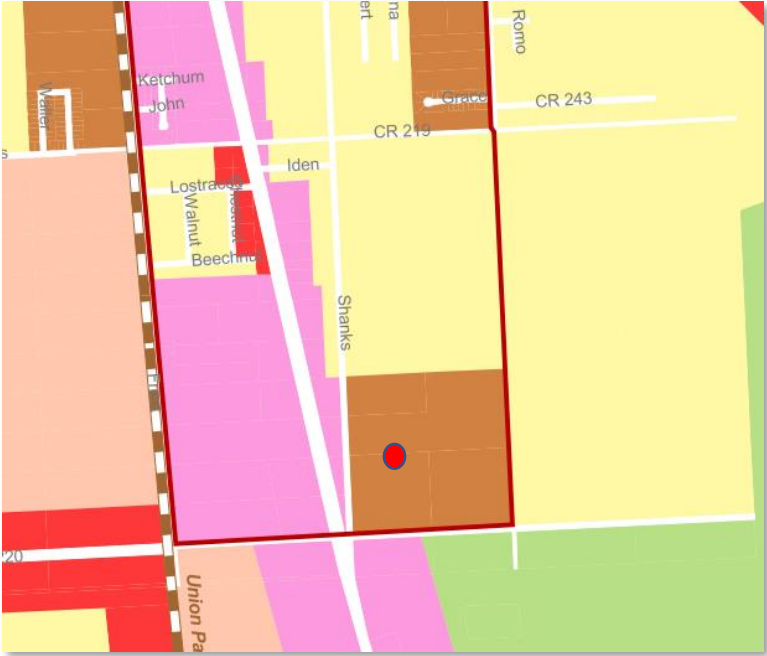
Otis T. Spriggs, AICP
Director of Development Services

- b. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area; **(There will be no negative impact on said capacity of public improvements).**
- c. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the city, and any special circumstances which may make a substantial part of such vacant land unavailable for development; **(Opportunities for infill development are adequate in the surrounding Shanks Rd. area; developing the property as manufactured housing is not feasible and would have an impact on public services and infrastructure).**
- d. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change **(Area is at the most southern boundary next to the ETJ, other agriculture and estate sites exist in the area).**
- e. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved. **(This rezoning will provide for infill reinvestment, and pose no negative impact on the surrounding area).**
- f. Any other factors that will substantially affect the public health, safety, morals, or general welfare. **(No factors will negatively affect the public health, safety, morals or general welfare if developed as proposed).**

Surrounding Conditions:

Existing Land Use and Zoning

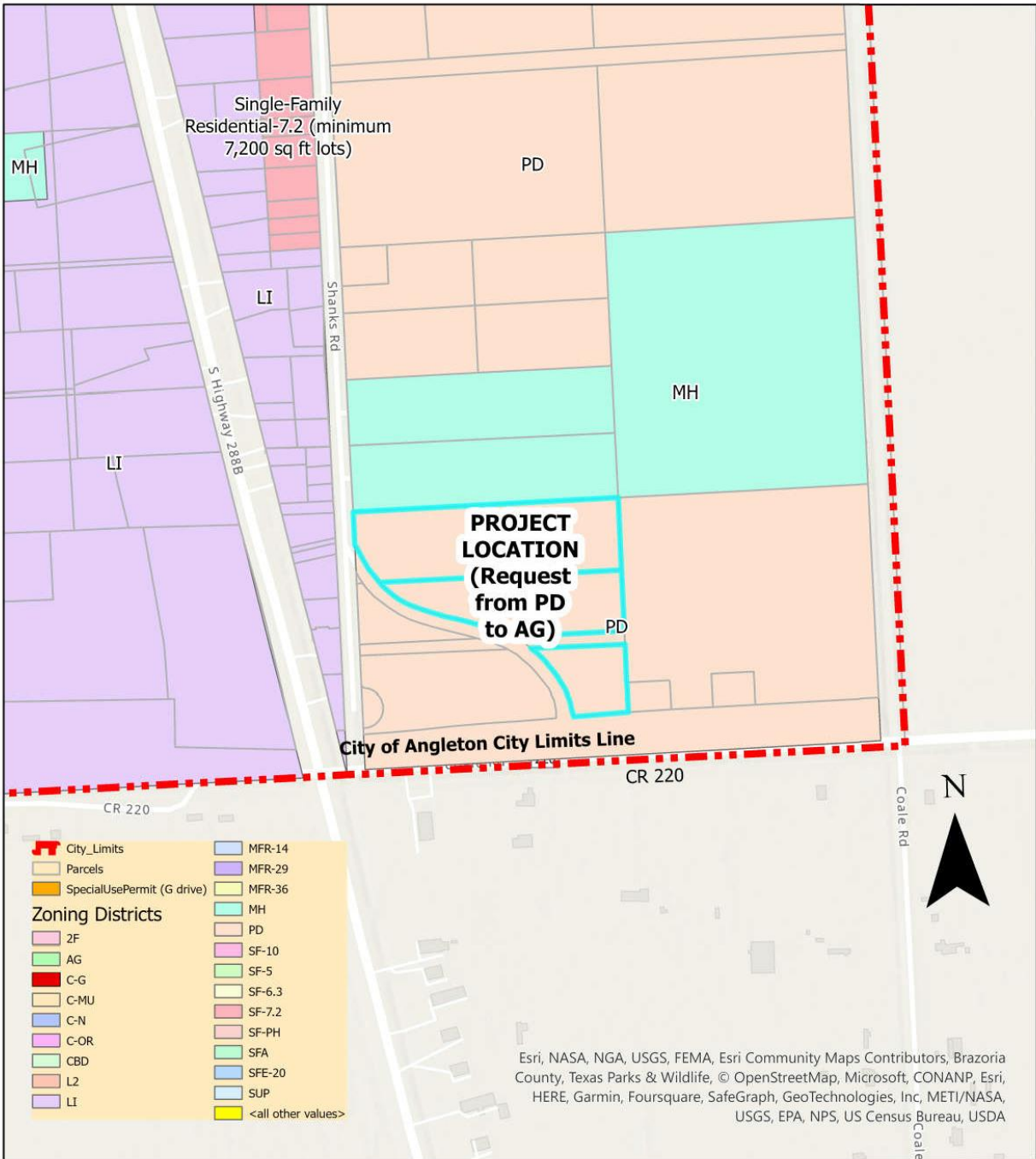
- North:** Manufactured Homes (MH) District.
- East:** PD, Planned District, Holding Zone
- West:** Light Industrial District and PD, Planned District, Holding Zone
- South:** City Limits Line, CR 220, ETJ Rural Residential area



Future Land Use Map

The Future Land Use Plan from the City of Angleton Comprehensive Plan Update designates the subject property as **Manufactured Housing Category**. The general vicinity of Shanks Road has primarily single-family housing, with a number of Manufactured Housing units situated adjacent to the project site. Staff supports that a change to the future Land Use Map is advisable due to the impact on utility and infrastructure, if the site were utilized as Manufactured Housing. Note that most of the commercial uses abut the major arterials.





Property Location Map

SITE PHOTOS

Item 8.



View from Shanks RD. looking East



View from Shanks looking East



VIEW LOOKING SOUTH ON SHANKS RD.



VIEW LOOKING EAST FROM SHANKS RD.



VIEW LOOKING FROM SHANKS RD., SITE ON LEFT



VIEW LOOKING FROM SHANKS RD., SITE ON

SITE PHOTOS-2



VIEW LOOKING SOUTH ON SHANKS RD.



VIEW LOOKING FROM SHANKS RD. AT THE SITE



VIEW LOOKING SOUTH ON SHANKS RD.



VIEW FROM SHANKS RD. AT CR220

P&Z RECOMMENDATION:

The Planning and Zoning Commission voted (7-0) to adopt this as its final report and recommends approval of the ordinance rezoning 10.12 acres from PD District to Agricultural Zoning District.

SUGGESTED MOTIONS:

(Motions: Open/Close Public Hearing); Motion: I move we accept the final report and adopt the ordinance rezoning 10.12 acres from PD District to Agricultural Zoning District.

ORDINANCE NO. 20230124-008

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, TO AMEND THE "ZONING MAP OF THE CITY OF ANGLETON" BY CHANGING THE ZONING MAP DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE OF 10.12 ACRES FROM THE PLANNED DEVELOPMENT DISTRICT (PD) TO AGRICULTURAL DISTRICT (AG), FOR PROPERTY LOCATED ON THE WEST SIDE OF SHANKS ROAD, AT THE INTERSECTION OF CR220, ANGLETON, TX, BRAZORIA COUNTY; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission conducted a public hearing on January 5, 2023; and

WHEREAS, the City Council conducted a public hearing on January 24, 2023; and

WHEREAS, notice of the public hearings was published in *The Facts* and mailed to property owners within 200 feet of the zoning request; and

WHEREAS, the Planning and Zoning Commission, on January 5, 2023, made findings of fact that rezoning 10.12 acres from PD District to Agricultural Zoning District, for property located on the west side of Shanks Road, at the intersection of CR220 would be consistent with the adjacent property in the area with generally accepted urban planning principals; and

WHEREAS, the City Council, on January 24, 2023, adopted by reference the findings of fact made by the Planning and Zoning Commission.

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

SECTION 1. That the foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part of this Ordinance for all purposes as findings of fact.

SECTION 2. The Property is more fully described in Exhibit "A," and depicted on the Rezoning Plat, Exhibit "B", attached hereto and made a part hereof for all purposes be rezoned from the Planned District to the Light Industrial District (LI).

SECTION 3. That the Official Zoning Map of the City of Angleton is hereby amended in

accordance with the provisions of this Ordinance to show the change in zoning district classification.

SECTION 4. That any person or corporation violating any of the provisions of this Ordinance shall upon conviction be fined any sum not exceeding \$2,000 and each and every day that the provisions of this Ordinance are violated shall constitute a separate and distinct offense.

SECTION 5. That should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity of such section, or part shall in no way affect, impair or invalidate the remaining portion thereof, but as to such remaining portion, the same shall remain in full force and effect.

SECTION 6. That it is hereby found and determined that the meetings at which this Ordinance is considered are open to the public and that notice of the time, place and purpose thereof was given in accordance with the provisions of the Texas Government Code - Chapter 551, as amended, and that a quorum of the City Council was present.

SECTION 7. That this Ordinance shall be effective and in full force immediately upon its adoption.

PASSED AND APPROVED THIS 24th DAY OF JANUARY, 2023.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

Exhibit A
LEGAL DESCRIPTION

FIELD NOTES OF A 10.12 ACRE TRACT OUT OF TRACT 5, BLOCK 5 OF THE SUBDIVISION OF THE EAST ONE-HALF OF THE EDWIN WALLER LEAGUE, ABSTRACT 134, BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found marking the Northeast corner of said Tract 5, Block 5 of the Subdivision of the East one-half of the Edwin Waller League, Abstract 134, Brazoria County, Texas;

THENCE; South 0 degrees 02' 41" East 748.52 feet, along the East line of said Tract 5, Block 5, to a 1/2" iron rod found for corner in the North right-of-way line of County Road 220;

THENCE; South 88 degrees 06' 13" West 167.23 feet, along the North right-of-way line of County Road 220, to a 5/8" iron rod found for corner in the Northeast right-of-way line of Shanks Road extension;

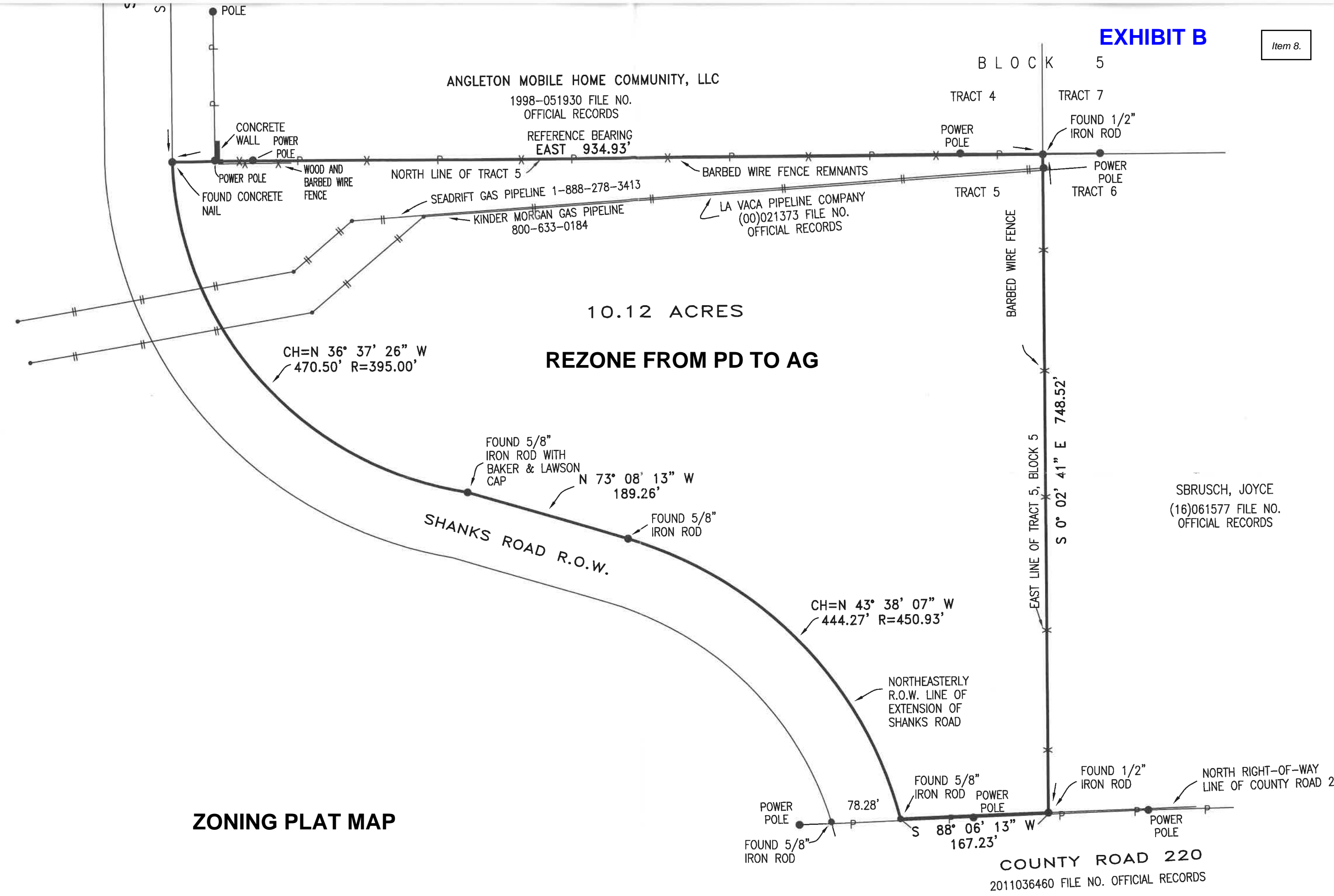
THENCE; In a Northwesterly direction, along the Northeasterly right-of-way line of the extension of Shanks Road, around a non-tangent curve to the left having a radius of 450.93 feet, through a chord which bears North 43 degrees 38' 07" West 444.27 feet to a 5/8" iron rod, with Baker and Lawson cap, found at the end of said curve;

THENCE; North 73 degrees 08' 13" West 189.26 feet, along the Northeast right-of-way line of the extension of Shanks Road, to a 5/8" iron rod, with Baker and Lawson cap, found at the beginning of a non-tangent curve to the right having a radius of 395.00 feet;

THENCE; Along the Northeast right-of-way line of the extension of Shanks Road, around said curve to the right through a chord which bears North 36 degrees 37' 26" West 470.50 feet to a concrete nail found for corner at the intersection of the East right-of-way line of Shanks Road proper with the North line of said Tract 5, Block 5;

THENCE; East (Reference Bearing) 934.93 feet, along the North line of said Tract 5, Block 5 to the place of beginning.

Said tract therein containing 10.12 acres of land.



ZONING PLAT MAP

OUT OF TRACT 5, BLOCK 5 OF THE SUBDIVISION OF THE EAST ONE-HALF OF THE 134, BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY



Draft

CITY OF ANGLETON
 PLANNING AND ZONING
 COMMISSION
 120 S. CHENANGO STREET,
 ANGLETON, TEXAS 77515
 THURSDAY, JANUARY 5, 2023 AT
 12:00 PM

RECORD OF PROCEEDINGS

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON PLANNING AND ZONING COMMISSION IN THE ORDER THEY OCCURRED DURING THE MEETING. THE PLANNING AND ZONING COMMISSION OF ANGLETON, TEXAS CONVENED IN A REGULAR MEETING ON THURSDAY, JANUARY 5, 2023 AT 12:00 PM, IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Chair Garwood called the Commission Meeting to order at 12:00 P.M.

PRESENT

Chair William Garwood
 Commission Member Henry Munson
 Commission Member Ellen Eby
 Commission Member Deborah Spoor
 Commission Member Michelle Townsend
 Commission Member Regina Bieri
 Commission Member Bonnie McDaniel

1. Approval of Meeting Minutes for December 1, 2022

Motion was made by Commission Member Henry Munson to approve the minutes; Motion was seconded by Commission Member Regina Bieri.

Commission Action: Approved. Motion carried unanimously, 7-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS

2. Conduct a public hearing discussion and take possible action on the request for approval of an ordinance rezoning approximately 10.12 acres from the planned development district to agricultural districts for property located on the West side of Shank Rd. North County. Road 220 Angleton TX, Brazoria County.

Staff Presentation: Mr. Otis Spriggs presented the Staff Report stating this request is to rezone the property from considered our holding zone PD. This is a PD plan district that does not have an ordinance attached in terms of proposed or allowed uses. The applicant Mr. Roderick Williams

would like to utilize the property for agricultural use, allowing for a single-family estate and some small farm animals with a small accessory barn.

The Comprehensive/Land Use plan recommend mobile homes for this tract. He added that with a high level of density on this large acreage, it would not be within the direction of what's happening in the area and along Shanks Rd., which basically is a major pass-through for most of the residential homes in the area. Mr. Spriggs discussed the approval criteria and noted Staff felt that it would be in keeping and spirit and the intent of the land development code as well as the zoning ordinance. Staff is recommending that you would forward this to Council for consideration and approval with a positive recommendation.

Chair Garwood opened the Public Hearing, with no objection.

Robert Williams, applicant, appeared before the Commission stated that he purchased the property build a house and have an area for his kids to show animals.

Chair Garwood opened the Public Hearing, with no objection.

Commission Action:

Commission Member Michelle Townsend made a motion to approve the ordinance adopting this as the final report. Recommended approval of the ordinance rezoning 10.12 acres from PD District to AG, Agricultural Zoning District, and that we send it to City Council for consideration and approval. The motion was seconded by **Commission Member Regina Bieri**

Roll Call Vote: (7-0 Vote).

Commission Member Henry Munson- Aye; Commission Member Ellen Eby- Aye; Commission Member Michelle Townsend- Aye; Commission Member Deborah Spoor- Aye; Commission Member Regina Bieri - Aye; Commission Member Bonnie McDaniel- Aye; Chair William Garwood- Aye. Motion carried unanimously

ADJOURNMENT

Planning and Zoning Commission Chair Bill Garwood adjourned the meeting at 12:57 P.M.

These minutes were approved by Angleton Planning and Zoning Commission on this the _____ day of _____ 2022, upon a motion by Commission Member XX, seconded by Commission Member XX. The motion passed on X-X vote.

CITY OF ANGLETON, TEXAS

William Garwood
Chair

Otis T. Spriggs, AICP
Director of Development Services



AGENDA ITEM SUMMARY FORM

MEETING DATE: January 24, 2023

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action on approving the Brazoria County Veteran Association to hold the 25th Annual Veteran Day parade in Angleton on November 11, 2023, and to allow representative(s) from Council and staff.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

John Jasso, Chairman of the Brazoria County Veterans Association is requesting to hold the 25th Annual Veteran’s Day parade in Angleton this year. Mr. Jasso would also like representatives from various city departments and Council to be a part of the Host Committee.

RECOMMENDATION:

Michelle Perez

From: Jasso, John (J)
Sent: Monday, January 9, 2023 7:07 AM Michelle Perez
To: Jasso, John (J); Ray Smith Commander Post-241; Gloria Leflore; Glen Moody; Marine Corps league
Cc: DEtachment 982
[EXTERNAL] 2023 Veterans Day Parade
Subject:

Hello Michelle , This is John Jasso, Chairman of the Brazoria County Veterans Ass. I would like to see about getting put on the January 24 City Council Agenda to see about getting the city approval for the 25 th Annual Veteran Day Parade on Nov 11, 2023, at 11;00am. We would like to have 1 or 2 representative from the following group. City Council, Police , Fire, Park, Chambers of Commerce. To be apart of the Host Committee. We will be setting up the Host Committee meeting at the Charles Dixon American Legion Post-241 on the second Wednesday at 6:00 pm for 1 hour. I can be reach on my cell Phone # 979-824-1198 for any questions. Thank you for your time on this matter.

John Jasso Veterans Committee Chairman

General Business



AGENDA ITEM SUMMARY FORM

MEETING DATE: January 24, 2022

PREPARED BY: Phill Conner

AGENDA CONTENT: Presentation by TXDOT representatives on the Multimodal Pathway grant project

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT:
N/A

FUNDS REQUESTED:
N/A

FUND:

EXECUTIVE SUMMARY:

Representatives from TXDOT will be here to brief the City Council on the Multimodal Pathway grant project. We were notified on Jan 10 that TXDOT's Houston District office was exploring the possibility of providing the local match for this grant project. If the Houston District office cannot provide the match, we can withdraw our grant application.

RECOMMENDATION:



AGENDA ITEM SUMMARY FORM

MEETING DATE: 01/24/2023

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on approving a Resolution to contribute \$193,834 toward the Police Console Upgrade Project to be further funded by \$248,106 from a State Homeland Security Project Grant administered by H-GAC. (LaMont)

AGENDA ITEM SECTION: Regular Agenda

BUDGETTED AMOUNT: \$0.00 **FUNDS REQUESTED:** \$193,834

FUND: ARPA Funds

EXECUTIVE SUMMARY:

The Angleton Police Department can apply for a Homeland Security Program Grant if they can contribute approximately half the required funding for this project. The current console is outdated and is no longer supported. Should this project *not* be chosen for funding, the requested funds will remain in the current APRA project.

RECCOMENDATION:

Staff recommends council approving this Resolution.

RESOLUTION NO. 20230124-011

A RESOLUTION OF THE CITY OF ANGLETON, TEXAS, SUPPORTING AND AUTHORIZING THE CITY'S PARTICIPATION IN THE HOMELAND SECURITY PROGRAM ("HSP") GRANT AND THE EXPENDITURE OF FUNDS TO PROVIDE SHARED FUNDING FOR THE PURCHASE AND INSTALLATION OF A MOTOROLA MCC7500E CONSOLE FOR THE ANGLETON POLICE DEPARTMENT.

WHEREAS, the Houston-Galveston Area Council (the "HGAC") administrates the HSP, a program providing funding for projects supporting State and local efforts to prepare for threats and hazards that pose risk to the security of the public; and,

WHEREAS, the Angleton Police Department (the "APD") requires a new console, the console required being a Motorola MCC7500E, as the APD's current console has been rendered obsolete and is no longer supported by its manufacturer (the "Dispatch Console Upgrade Project"); and,

WHEREAS, the APD has not budgeted to acquire and install the required upgrade; and,

WHEREAS, the HGAC'S HSP grant may help fund the needed acquisition and upgrade; and

WHEREAS, this acquisition and upgrade appears on the City's approved Capital Improvement Plan; and,

WHEREAS, the City believes that this acquisition and upgrade shall have a positive impact in reducing actual or potential hazards, dangers, and disasters which threaten the life and property of the City's citizens and those surrounding communities; and,

WHEREAS, the APD now desires to seek HSP grant funding for such an acquisition and upgrade; and,

WHEREAS, HGAC is more likely to approve an HSP grant application that is for a scalable project or has committed shared funding; and

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

SECTION 1. The City Council of the City of Angleton, Texas, finds that the statements set forth in the recitals of this Resolution are true and correct, and the City Council hereby incorporates such recitals as a part of this Resolution.

SECTION 2. The City Council supports the City's desire to apply to the HGAC's HSP grant program for APD's acquisition of a new console, that the console being that Motorola MCC7500E.

SECTION 3. The City Council authorizes the City to apply for HGAC’s HSP grant program for the Dispatch Console Upgrade Project, with the total Project Cost being \$441,940.00, and commits to the City’s shared funding contribution of no more than \$193,834.00 of ARPA Funds should the Dispatch Console Upgrade Project be selected as an HGAC HSP project.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED THIS THE 24TH DAY OF JANUARY 2023.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/24/23

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible action adopting an ordinance that imposes a percentage-based fee on delinquent utility accounts to defray the cost of collection.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

This ordinance will allow an additional 20 percent penalty to be added to the amount owed by utility customers who are more than 60 days past due and have been referred to a private firm for collection. This penalty will be used to defray the cost of collection.

RECOMMENDATION:

Staff recommends that the City Council adopt the ordinance authorizing the additional 20% penalty for delinquent utility bills.

ORDINANCE NO. 20230124-012

AN ORDINANCE PROVIDING FOR A FEE TO DEFRAY COSTS OF COLLECTING DELINQUENT UTILITY ACCOUNTS RECEIVABLE.

WHEREAS, the City of Angleton, pursuant to Subchapter A of Chapter 51, Texas Local Government Code, may adopt an ordinance that is for the good government, peace, or order of the municipality and is necessary or proper for carrying out a power granted by law to the municipality; and

WHEREAS, the governing body of a municipality, pursuant to Subchapter A of Chapter 54, Texas Local Government Code, may enforce each rule or ordinance of the municipality; and

WHEREAS, the City of Angleton, pursuant to Texas Local Government Code Section 552.001(b), may purchase, construct, or operate a utility system and may regulate the system in a manner that protects the interests of the municipality; and

WHEREAS, the City Council has determined that it is in the public interest to ensure the prompt payment of delinquent utility accounts; and

WHEREAS, the City of Angleton has entered into a contract with a private firm to provide services for the collection of debts and accounts receivable related to delinquent utility accounts;

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

SECTION 1. There shall be imposed an additional fee of twenty percent (20%) on all debts and accounts receivable, i.e. fines, fees, restitution, other debts, and costs, that are more than sixty (60) days past due and have been referred to a private firm for collection, and that relate to delinquent utility accounts owed to the City.

PASSED AND APPROVED THIS THE 24TH DAY OF JANUARY 2023.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: January 24, 2023

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

AGENDA CONTENT: Discussion and possible action on a proposed Concept Plan for Whispering Oaks Subdivision, for 49 lots, 2 Blocks, on 28.203 acres located north of Western Avenue and east of Heritage Oaks Drive.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The developer of property located north of Western Avenue and east of Heritage Oaks Drive (Attachment 1) submitted the concept plan consideration for Whispering Oaks Subdivision.

The proposed land plan (Attached) consists of 49 single family residential lots having typical lot dimensions of 100 feet of width and 130 ft. of depth, a central detention pond and two areas designated as "park areas." The subject property is in the Single Family Residential 7.2 zoning district which has minimum lot dimension of 60 feet of width, 100 feet of depth and 7,200 square feet of lot area. The proposed land plan exceeds those minimum requirements, and the density is 1.73 dwelling units per acre.

Section 23-11.I requires the following: 1. All subdivisions containing 30 or more lots must have at least two points of 100-year storm compliant public access constructed to ACM standards, that connect to paved public streets. 2. The city council may approve subdivisions that have more than 30 lots, but fewer than 50 lots, with a single entrance to a paved public street provided that such connection to an existing paved public street is designed as a boulevard with a width sufficient on each driving lane for fire truck access, with an unbroken median length of 100 feet, unless left-turn lanes and median breaks designed to ACM standards, are installed at any crossing streets. 3. The city council may approve subdivisions that have more than 50 lots, with a single entrance to a paved street subject to the entrance to the development being designated as a boulevard with a width sufficient on each driving lane for fire truck access, with an unbroken median length of 150 feet, unless left-turn lanes and median breaks, designed to ACM standards, are installed at any crossings, subject to a phasing plan that stipulates when the second access will be provided and the developer or subdivider posts surety for the second access point. The council may defer plat recordation until adequate access is provided.

To meet the boulevard entrance requirement the developer proposed a revised cross-section (Attachment 4) for the existing stub street that is the proposed entrance into the Whispering Pines project. After input from Fire Chief Scott Meyers, EMS Director Lucille Maes, and Police Chief Guadalupe Valdez, the consensus staff direction to the developer in regard to the proposed entrance cross-section was the following: 1. Widen the pavement to 48 feet in width and remove the median due to the property owner to the south taking driveway access to the existing stub street. 2. Post “No Parking” signs along the entrance into the Whispering Pines project. 3. The curbs be rollover curbs.

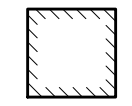
Pursuant to Section 23-104 D.3. applicants are encouraged as part of the plan submittal contents to “Cite any design deviations that are contemplated. Without such declarations it is assumed that the project will comply with all applicable development requirements.” While no design deviations have been cited, the boulevard entrance requirement has been a topic of discussion with the applicant. Unfortunately, even if a design deviation as proposed by the previous 80 lot development were specifically requested for the boulevard entrance, staff would advise that the Commission not address that deviation. Such a deviation is a variance of the requirement of Section 23-11.1.2 and variances requested as part of a residential replat (which this proposal would be) must comply with the requirements of the Texas Local Government Code (LGC). LGC Section 212.015.(a).(1) requires conformance with LGC Section 212.015 if during the preceding five years, any lot in the preceding plat was limited by an interim or permanent zoning classification to residential use for not more than two residential units per lot. The subject property is in the (SF-7.2) district which limits the number of residential units per lot to one.

Staff Comments/Conditions:

1. That the applicant shall submit a preliminary plat for the subject property prior to any construction plans being submitted for consideration.
2. The applicant shall satisfy the requirements of the Heritage Tree Ordinance and the Parkland Dedication Regulations.
3. The Boulevard Style Entrance deviation should be approved as to concept and form, subject to formal procedures being completed with the Preliminary Plat Submittal.

Recommendation: The Planning Commission voted unanimously (7-0) to approve the Concept Plan and forwards this application to the city council for final consideration and appropriate action.

ANGLETON DRAINAGE DISTRICT
DITCH 10



PROP. 2,000
SQ.FT. HOME

0 50 100
SCALE : 1" = 100'
JOB #15328

HERITAGE OAKS DR.

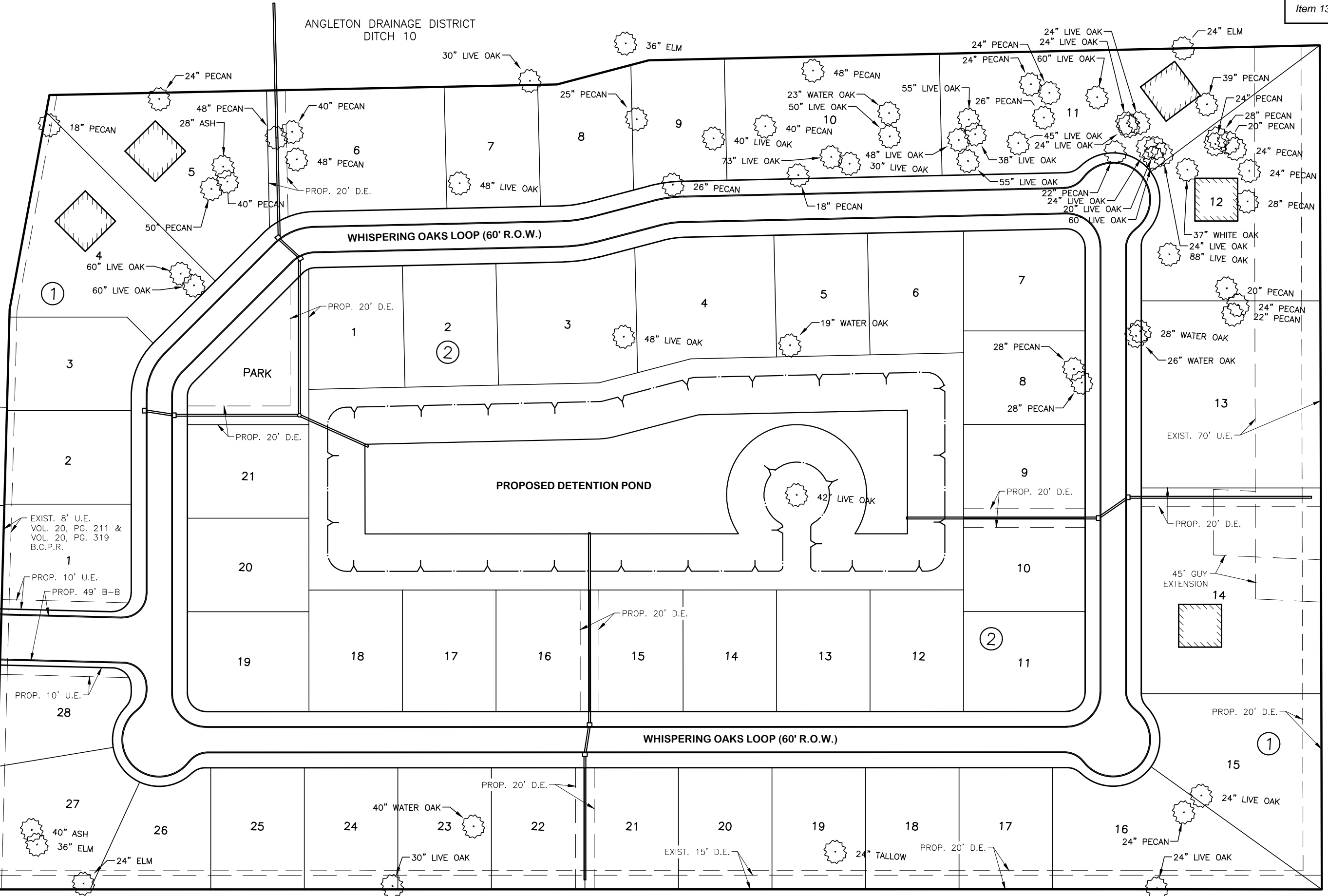
WHISPERING OAKS
BLVD. (60' R.O.W.)

WHISPERING OAKS LOOP (60' R.O.W.)

WHISPERING OAKS LOOP (60' R.O.W.)

PARK

PROPOSED DETENTION POND



Whispering Oaks

CONCEPT PLAN
±28.203 ACRES OF LAND
2 BLOCKS, 49 LOTS



October 26, 2022

Mr. Otis Spriggs
 Director of Development and Planning
 City of Angleton
 121 S. Velasco
 Angleton, Texas 77515

Re: Public Access to Subdivisions
 Whispering Oaks Subdivision

Dear Mr. Spriggs,

We are requesting a waiver for the following Section of the City of Angleton Land Development Code (LDC):

Section 23-12. Streets and Driveways, Subsection I. Public Access to Subdivisions to allow 80 lots with only one access to public roadway.

I. Public Access to Subdivisions.

1. Subdivisions containing 30 or more lots, or multi-family developments with 50 or more units, shall have a minimum of two points of vehicular access to an existing public right-of-way separated as far apart as practical; or
2. The City Council may consider a boulevard style entrance with the following design elements:
 - a. A boulevard entrance with a median that has a minimum width of six feet;
 - b. Extension of the median into the subdivision an unbroken distance of at least 75 feet to the first intersecting interior street; and
 - c. Boulevard lanes with an adequate pavement for emergency access into the development.

The preliminary layout for Whispering Oaks Subdivision currently shows a development of 49 lots with a single 60 feet wide right of way access connection to Heritage Oaks Drive on the west side of the subdivision. There is no other available path to another access point because of Western Avenue subdivision to the south Heritage Oaks Subdivision to the west, Angleton Drainage District Ditch 10 to the north and Gambit Energy Battery facility and Private property to the east. A previously platted 60' right of way road through the private property owned now by Richard Willy was allowed to be abandoned a few years ago by the City. The City's abandonment of the right of way prevents a second access point.

Staff met with the original developer on June 9, 2021 and discussed the requirements of Section 23-11.I. To meet the boulevard entrance requirement the developer proposed a revised cross-section (Attachment 4) for the existing stub street that is the proposed entrance into the Whispering Pines project. After input from Fire Chief Scott Meyers, EMS Director Lucille Maes, and Police Chief Guadalupe Valdez, the consensus staff direction to the developer in regard to the proposed entrance cross-section was the following:

DOUGLAS B. ROESLER, P.E. - Principal Engineer
 4005 TECHNOLOGY DRIVE, SUITE 1530, ANGLETON, TEXAS 77515
 (979) 849-6681 • Fax (979) 849-4689

consensus staff direction to the developer in regard to the proposed entrance cross-section was the following:

1. Widen the pavement to 48 feet in width and remove the median due to the property owner to the south taking driveway access to the existing stub street.
2. Post "No Parking" signs along the entrance into the Whispering Pines project.
3. The curbs be rollover curbs

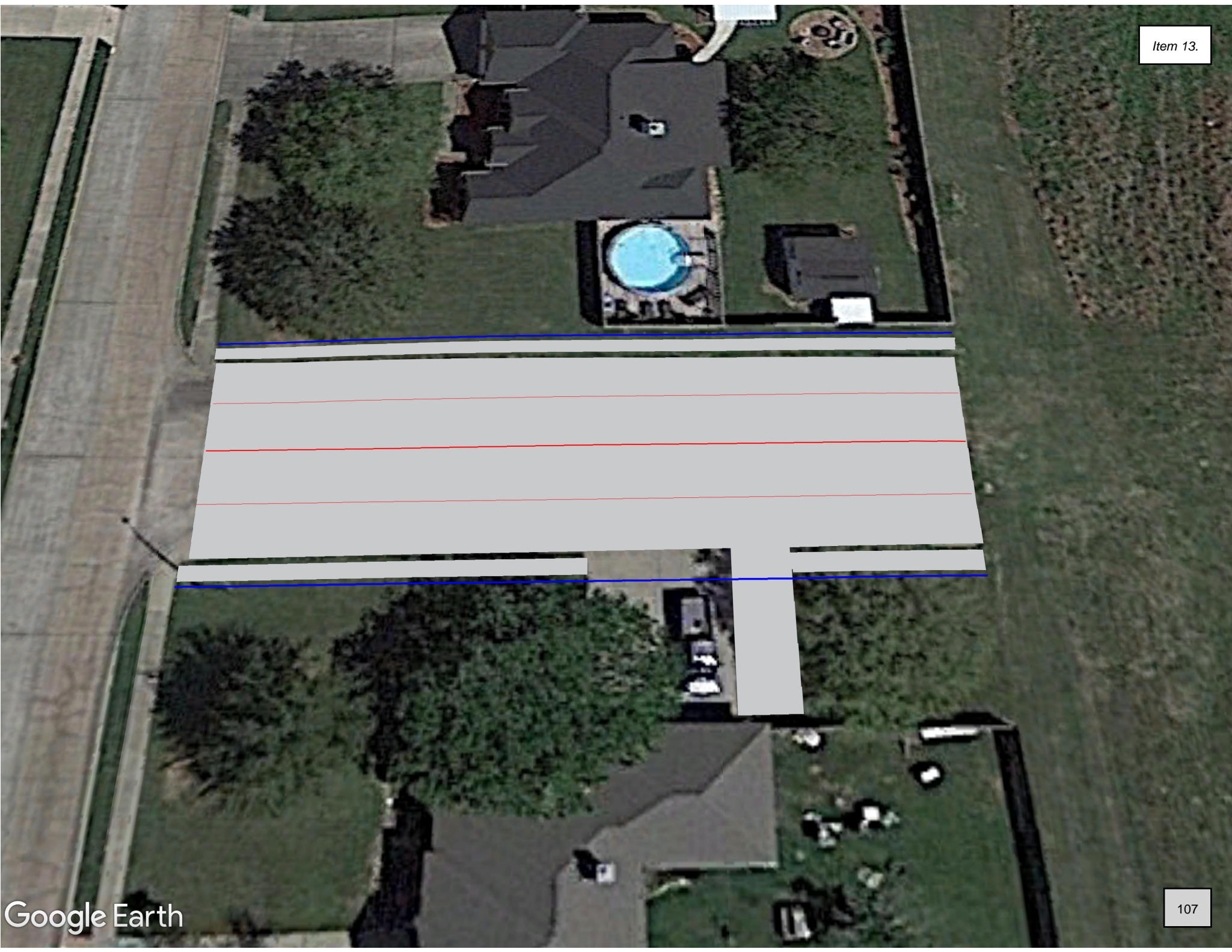
If you have any questions or require further information concerning this waiver request, please contact Baker & Lawson, Inc.

Sincerely,



Douglas B. Roesler, P.E.
President, Principal Engineer

(File: 15328/Single Access Waiver)





AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/24/23

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible action authorizing the City Manager to enter into an agreement with Perdue, Brandon, Fielder, Collins, & Mott, LLP for collection of delinquent tax, utility bill and municipal court fines and fees.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

In December we sent out an RFQ for collection of our delinquent property tax (including PID assessments), utility bills and municipal court fines and fees. Of the two law firms that received a copy of our RFQ, only the firm of Perdue, Brandon, et al responded. On Tuesday, January 3, 2023, the response by Perdue, Brandon was reviewed by 4 employees and 1 City Council Member. The group ranked the response from Perdue, Brandon and the average of the rankings was 90.40.

Perdue, Brandon has been collecting delinquent taxes and municipal court fines for several years. They collect delinquent taxes for many of the taxing entities in Brazoria County.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the agreements with the law firm of Perdue, Brandon, Fielder, Collins, & Mott, LLP for the collection of delinquent property taxes, utility bills and municipal court fines and fees.

Collection of Delinquent Utility Bills, Property Taxes & Municipal Court Fines aka. Attorney Services	
	Perdue Brandon
Evaluator 1	85
Evaluator 2	95
Evaluator 3	100
Evaluator 4	76
Evaluator 5	96
Average	90.40
Rank	1

Attorney Services Rating Sheet

Entity Perdue Brandon
 Name of Respondent _____
 Evaluator's Name Evaluator 1

Date of Rating 1/3/2023

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously delinquent fee clients	20	<u>16</u>	
2. Has worked on federally funded projects	15	<u>12</u>	
3. Has worked with clients that were located in this general region	10	<u>9</u>	
4. Extent of experience in delinquent costs management	15	<u>12</u>	
Subtotal, Experience	60	<u>49</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>21</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	_____
<input type="checkbox"/> Work Performance	25	_____
<input type="checkbox"/> Capacity to Perform	15	_____
Total Score	100	<u>85</u>

Attorney Services Rating Sheet

Entity Perdue Brandon
 Name of Respondent _____
 Evaluator's Name Evaluator 2

Date of Rating 1/3/2023

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously delinquent fee clients	20	<u>20</u>	
2. Has worked on federally funded projects	15	<u>15</u>	-
3. Has worked with clients that were located in this general region	10	<u>10</u>	
4. Extent of experience in delinquent costs management	15	<u>15</u>	
Subtotal, Experience		<u>60</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance		<u>20</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform		<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>60</u>
<input type="checkbox"/> Work Performance	25	<u>20</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score		<u>95</u>

Attorney Services Rating Sheet

Entity Perdue Brandon
 Name of Respondent _____
 Evaluator's Name Evaluator 3

Date of Rating 1/3/2023

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously delinquent fee clients	20	<u>20</u>	
2. Has worked on federally funded projects	15	<u>15</u>	
3. Has worked with clients that were located in this general region	10	<u>10</u>	
4. Extent of experience in delinquent costs management	15	<u>15</u>	
Subtotal, Experience		<u>60</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance		<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform		<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>60</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score		<u>100</u>

Attorney Services Rating Sheet

Entity Perdue Brandon
 Name of Respondent _____
 Evaluator's Name Evaluator 4

Date of Rating 1/3/2023

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously delinquent fee clients	20	<u>18</u>	
2. Has worked on federally funded projects	15	<u>1</u>	
3. Has worked with clients that were located in this general region	10	<u>9</u>	
4. Extent of experience in delinquent costs management	15	<u>14</u>	
Subtotal, Experience	60	<u>51</u>	41 DH

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>4.5</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>22</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>51</u>
<input type="checkbox"/> Work Performance	25	<u>22</u>
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>
Total Score	100	<u>86</u>

41 DH
76 DH

Attorney Services Rating Sheet

Entity Perdue Brandon
 Name of Respondent _____
 Evaluator's Name Evaluator 5

Date of Rating 1/3/2023

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously delinquent fee clients	20	<u>20</u>	
2. Has worked on federally funded projects	15	<u>13</u>	
3. Has worked with clients that were located in this general region	10	<u>10</u>	
4. Extent of experience in delinquent costs management	15	<u>14</u>	
Subtotal, Experience	60	<u>57</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>9</u>
Subtotal, Performance	25	<u>24</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>57</u>
<input type="checkbox"/> Work Performance	25	<u>24</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>96</u>

over to the Firm. Client and Firm shall work together to expeditiously respond to any debtor correspondence regarding a disputed debt and requests for verification of debt received by the Firm. Client agrees to provide the Firm with all copies of records necessary to verify a debt within 10 days of the Firm's request.

The Client shall refer all Delinquent Utility Accounts by electronic medium, or in any other way that is most favorable to the Client.

D. Return of Accounts – The Client and Firm agree that the Firm has no obligation to perform collection services for Delinquent Utility Accounts that are determined by the Firm to be time-barred from collections by an applicable statute of limitation or other similar limitation. Following the return of such accounts from the Firm to Client, the Firm shall have no further obligations on these accounts.

E. Receipt of Payments - Client gives the Firm exclusive authority to collect amounts due on Delinquent Utility Accounts turned over to the Firm. It is understood and agreed that the Firm will instruct debtors to make all payments payable to Client, and the Firm will forward the payment to Client. In the event the Firm is identified as the payee, the Firm will endorse the payment over to Client.

F. Credit Reporting - Client understands and agrees that the Firm will not report information on Client's Delinquent Utility Accounts to credit reporting agencies. If it is desired, the Client shall, in its sole discretion, report Delinquent Utility Accounts information to any such agency.

G. Reporting - Upon request, the Firm will provide reports to the Client setting forth the status of Delinquent Utility Accounts turned over to the Firm by Client.

II. Compensation

As compensation for services required hereunder, the Firm shall receive a twenty percent (20%) collection fee of the total amount on the Delinquent Utility Accounts turned over to the Firm. It is expressly understood that the Firm is not entitled to receive payment on any delinquent utility account subsequently paid but that was not turned over to the Firm. The twenty percent (20%) collection fee shall

be added to the total amount owed on a Delinquent Utility Account turned over to the Firm, pursuant to Section 552.001(b) of the Texas Local Government Code.

The Firm will submit billing invoices to the Client monthly and Client agrees to remit payment to the Firm within thirty (30) days of receipt of said invoice.

III. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on January 24, 2023 and continue in force and effect until January 23, 2026 (hereinafter referred to as the “Term”), at which time the parties may mutually agree to renew this Contract for two additional one-year terms and thereafter the Contract shall continue on a month-to-month basis until terminated by written notice. The parties may agree before the end of the Term to extend this Contract. This Contract amends, supersedes, and replaces all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties.

During the term of this Contract, either party may cancel and terminate this Contract for cause by giving the Firm written notice of the specific cause for termination and providing sixty (60) days for cure. If the Firm does not cure, then the Client shall provide the Firm written notice of termination.

After this Contract expires at the end of its Term or is otherwise terminated, the Firm shall have an additional six months to complete work on all delinquent accounts referred prior to the notice of termination and will be entitled to compensation on such accounts if collected. During such six-month period, the Firm will be entitled to compensation in accordance with this Contract.

IV. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the City shall be sent to Perdue Brandon by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
 Attn: Michael J. Darlow
 1235 North Loop West, Suite 600
 Houston, Texas 77008

All notices from the Firm shall be sent to the Client by certified United States mail, or delivered by hand or courier, and addressed as follows:

City of Angleton
Attn: Chris Whittaker
City Hall
121 South Velasco
Angleton, Texas 77515
Telephone: 979-848-5600

V. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes performance of said Contract as set forth herein.

This Contract constitutes the entire agreement and understanding between the Firm and Client. All modifications to this contract must be made in writing and signed by both parties. Furthermore, this Contract cannot be transferred or assigned by either party without the consent of both parties.

This Contract is executed on behalf of the Client by the presiding officer of its governing body who is authorized to execute this instrument by action of its governing body that was duly passed and recorded in its minutes.

VI. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract. Any remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

VII. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Brazoria County, Texas.

VIII. INDEMNIFICATION AND RELEASE

It is further agreed that the Firm (separately and collectively the “Indemnitee”) shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Firm under this contract. Such indemnity shall apply, to the extent permitted by law, regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

The Firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm’s work to be performed hereunder.

This release shall apply, to the extent permitted by law, regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Firm, or any third party.

IX. COMPLIANCE PROVISIONS

Pursuant to Chapters 2252, 2271, and 2274 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that it does not have a policy which discriminates against a firearm entity or firearm trade association nor will it create

such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar’s Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

WITNESS the signatures of all parties hereto this the ____ day of _____, 2023.

CITY OF ANGLETON

By: _____
JASON PEREZ, MAYOR

**PERDUE, BRANDON, FIELDER, COLLINS & MOTT,
L.L.P.**

By: _____
MICHAEL J. DARLOW, PARTNER

Attachment A: Written Findings

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP

In an open meeting, the City of Angleton Council considered all matters listed in Section 2254.1036(a)(1) of the Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

The City Council, pursuant to Section 2254.1036(b) of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Angleton; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because City of Angleton does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, the City of Angleton hereby approves the formation of the contract by and between the City of Angleton and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent utility accounts, as described in the contract, with services to be paid in accordance with Section 552.001(b) of the Local Government Code.

APPROVED and EXECUTED this the _____ day of _____, 2023.

CITY OF ANGLETON

delinquency when such property is under litigation or comes under litigation or is referred to the Firm for collection by the Taxing Authority's Tax Assessor-Collector.

- 3) Taxes on personal property that become delinquent during the Term of this Contract that are not delinquent for any prior tax year become subject to the terms of this Contract on the first (1st) day of the month in which penalties attach pursuant to Section 33.11 of the Texas Property Tax Code. All delinquent personal property taxes shall become subject to this Contract and are to be turned over to the Firm for collection sixty (60) days after the delinquency date of said taxes.
- 4) Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.

B. Taxing Authority agrees to furnish to the Firm all data and information as to the name, and address of the taxpayer, the legal description of the property, years and amount of taxes due. Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as necessary.

II. FIRM'S RESPONSIBILITIES

- A. The Firm is to call to the attention of the Tax Assessor-Collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work and is to intervene on behalf of the Taxing Authority in all litigation for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.
- B. The Firm agrees to make progress reports to the Taxing Authority on request and to advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.
- C. Section 33.48(a) (4) of the Texas Property Tax Code provides "In addition to other costs authorized by law, a taxing unit is entitled to recover...reasonable expenses that are incurred by the

taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due..." The Firm agrees to advance on behalf of Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against Taxing Authority for uncollected costs or expenses.

III. COMPENSATION

Taxing Authority agrees to pay the Firm as compensation for services rendered hereunder, the percentages as set forth below, of the total amount of delinquent taxes, penalty and interest which are subject to this Contract and which are collected and paid to the Taxing Authority's Tax Assessor-Collector, when an equal amount of Section 33.07, 33.08, or 33.11 penalties is recovered from the taxpayer:

- 1) Fifteen percent (15%) of tax year 2001 and prior year collections; and
- 2) Twenty percent (20%) of tax year 2002 and subsequent year collections.

Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in bankruptcy, with other federal authorities, or for other reasons, shall become subject to the terms of this Contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage-based compensation, as set forth herein, of any amounts of delinquent taxes, penalties, and interest received by the Taxing Authority. The Firm also shall be entitled to the appropriate percentage-based compensation, as set forth herein, of current taxes received by the Taxing Authority when such percentage-based compensation is collected from the taxpayer, if collected prior to July 1st of any tax year.

Such compensation shall become the property of the Firm at the time such delinquent taxes, penalty, and interest are actually paid to the Taxing Authority's Tax Assessor-Collector. The Tax Assessor-Collector shall pay said compensation to the Firm monthly by check.

IV. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on January 24, 2023 and continue in force and effect until January 23, 2026 (hereinafter referred to as the "Term"), at which time the parties may mutually agree to renew this Contract for two additional one-year terms and thereafter the Contract shall continue on a month-to-month basis until terminated by written notice. The parties may agree before the end of the Term to extend this Contract. This Contract amends, supersedes, and replaces all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties.

During the term of this Contract, either party may cancel and terminate this Contract for cause by giving the Firm written notice of the specific cause for termination and providing sixty (60) days for cure. If the Firm does not cure, then the Taxing Authority shall provide the Firm written notice of termination.

After this Contract expires at the end of its Term or is otherwise terminated, the Firm shall have an additional six months to bring to payment or judgment or otherwise resolve or nonsuit all tax litigation and bankruptcy claims filed by the Firm on behalf of the Taxing Authority prior to the termination of this Contract. During such a six-month period, the Firm will be entitled to compensation in accordance with this Contract for delinquent taxes, penalty and interest collected and paid to the Taxing Authority's Tax Assessor-Collector for which the Firm filed suit prior to the termination of this Contract.

V. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the City shall be sent to Perdue Brandon by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Michael J. Darlow
1235 North Loop West, Suite 600
Houston, Texas 77008

All notices from the Firm shall be sent to the Client by certified United States mail, or delivered by hand or courier, and addressed as follows:

City of Angleton
Attn: Chris Whittaker
City Hall
121 South Velasco
Angleton, Texas 77515
Telephone: 979-848-5600

VI. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract. Any remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

VII. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Brazoria County, Texas.

VIII. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation stated herein, the Firm hereby accepts said employment and undertakes the performance of this Contract.

This Contract constitutes the entire agreement and understanding between the Firm and Client. All modifications to this contract must be made in writing and signed by both parties. Furthermore, this Contract cannot be transferred or assigned by either party without the consent of both parties.

This Contract is executed on behalf of the Taxing Authority by the presiding officer of its governing body who is authorized to execute this instrument by action of its governing body duly that was passed and recorded in its minutes.

IX. INDEMNIFICATION AND RELEASE

It is further agreed that the Firm (separately and collectively the “Indemnitee”) shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Firm under this contract. Such indemnity shall apply, to the extent permitted by law, regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

The Firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm’s work to be performed hereunder.

This release shall apply, to the extent permitted by law, regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Firm, or any third party.

X. COMPLAINT PROVISIONS

Pursuant to Chapters 2252, 2271, and 2274 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that

it does not have a policy which discriminates against a firearm entity or firearm trade association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar’s Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of _____, 2023.

CITY OF ANGLETON

BY: _____
JASON PEREZ, MAYOR

**PERDUE, BRANDON, FIELDER
COLLINS & MOTT, L.L.P.**

BY: _____
MICHAEL J. DARLOW, PARTNER

Attachment A: Written Findings

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP

In an open meeting, the City of Angleton Council considered all matters listed in Section 2254.1036(a)(1) of the Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

The City Council, pursuant to Section 2254.1036(b) of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Angleton; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because City of Angleton does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, the City of Angleton hereby approves the formation of the contract by and between the City of Angleton and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent ad valorem taxes and public improvement district assessments with services to be paid in accordance with Sections 33.07, 33.08 and 33.11 of the Texas Property Tax Code.

APPROVED and EXECUTED this the _____ day of _____, 2023.

CITY OF ANGLETON

B. An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date, provided however that no case on which a jury trial has been requested, no case within a deferral period for court ordered deferred disposition, and no case awaiting successful completion of a driving safety course shall be considered delinquent until such case results in a final conviction.

C. The Client will provide the Firm with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

III. FIRM'S RESPONSIBILITIES

A. The Firm agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. The Firm reserves the right to return any accounts not collected within one (1) year of referral by the Client, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other with regard to returned accounts.

B. The Firm agrees to use its best efforts to collect the delinquent accounts received from the Client and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

C. If requested by the Client, the Firm agrees to provide legal advice to the Client on its delinquent accounts.

IV. COLLECTION FEE

The Client agrees to pay the Firm as compensation for services rendered hereinunder, the percentage-based collection fees as set forth below, of the collected fines and fee subject to this Contract and which are collected and paid:

Zero percent (0%) for all unadjudicated offenses committed on or before June 18, 2003;

Thirty percent (30%) for all adjudicated offenses committed on or before June 18, 2003; and

Thirty percent (30%) for all offenses committed after June 18, 2003.

The percentage-based collection fee shall be added to the amount owed by a defendant that is more than sixty (60) days past due pursuant to Article 103.0031(b), Texas Code of Criminal Procedure.

V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(d), Texas Code of Criminal Procedure, the Firm cannot collect from a defendant the percentages referred to in section IV. COLLECTION FEE of this Contract if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service.

The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than sixty (60) days past due.

Additionally, the Firm shall waive any collection fee if the police initiate contact with, or arrest, a defendant for any reason that is unrelated to the collection fee warrant (i.e. defendant is stopped for traffic and is arrested for a pending collection fee warrant).

VI. METHOD OF PAYMENT

The compensation stated herein shall become the property of the Firm at the time such delinquent fines and fees are actually paid, and shall be paid to the Firm by check or ACH on a monthly basis.

VII. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on January 24, 2023 and continue in force and effect until January 23, 2026 (hereinafter referred to as the “Term”), at which time the parties may mutually agree to renew this Contract for two additional one-year terms and thereafter the Contract shall continue on a month-to-

month basis until terminated by written notice. The parties may agree before the end of the Term to extend this Contract.

During the term of this Contract, either party may cancel and terminate this Contract for cause by giving the Firm written notice of the specific cause for termination and providing sixty (60) days for cure. If the Firm does not cure, then the Client shall provide the Firm written notice of termination.

After this Contract expires at the end of its Term or is otherwise terminated, the Firm shall have an additional six months to complete work on all delinquent accounts referred prior to the notice of termination and will be entitled to compensation on such accounts if collected. During such six-month period, the Firm will be entitled to compensation in accordance with this Contract.

VIII. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the City shall be sent to Perdue Brandon by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Michael J. Darlow
1235 North Loop West, Suite 600
Houston, Texas 77008
BY U.S. MAIL OR BY COURIER DELIVERY

All notices from the Firm shall be sent to the Client by certified United States mail, or delivered by hand or courier, and addressed as follows:

City of Angleton
Attn: Chris Whittaker
City Hall
121 South Velasco
Angleton, Texas 77515
Telephone: 979-848-5600

IX. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Brazoria County, Texas.

X. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes performance of said Contract as set forth herein.

This Contract constitutes the entire agreement and understanding between the Firm and Client. All modifications to this contract must be made in writing and signed by both parties. Furthermore, this Contract cannot be transferred or assigned by either party without the consent of both parties.

This Contract is executed on behalf of the Client by the presiding officer of its governing body who is authorized to execute this instrument by action of its governing body that was duly passed and recorded in its minutes.

XI. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract. Any remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

XII. INDEMNIFICATION AND RELEASE

It is further agreed that the Firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation,

court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Firm under this contract. Such indemnity shall apply, to the extent permitted by law, regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

The Firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply, to the extent permitted by law, regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Firm, or any third party.

The Client expressly agrees that the Firm's performance of this Contract is authorized by applicable state and federal laws, including Article 103.001 of the Texas Code of Criminal Procedures.

XIII. COMPLIANCE PROVISIONS

Pursuant to Chapters 2252, 2271, and 2274 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that it does not have a policy which discriminates against a firearm entity or firearm trade association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct,

the State Bar’s Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

WITNESS the signature of all parties hereto this _____ day of _____, 2023 in Brazoria County, Texas.

CITY OF ANGLETON

By: _____
JASON PEREZ, MAYOR

**PERDUE, BRANDON, FIELDER, COLLINS & MOTT,
L.L.P.**

By: _____
MICHAEL J. DARLOW, PARTNER

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The City Council, pursuant to Section 2254.1036(b) of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Angleton; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because City of Angleton does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, the City of Angleton hereby approves the formation of the contract by and between the City of Angleton and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent court fines, fees and court costs with services to be paid in accordance with Article 103.0031(b) of the Texas Code of Criminal Procedure.

APPROVED and EXECUTED this the _____ day of _____, 2023.

CITY OF ANGLETON