



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, JULY 27, 2021, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

This meeting will also be live-streamed:
City's website at <https://angleton.tx.us/445/Meeting-Videos>
Facebook at <https://www.facebook.com/cityofangleton/>

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CEREMONIAL PRESENTATIONS

1. Presentation of the July 2021 Yard of the Month and Business of the Month by Keep Angleton Beautiful.

CONSENT AGENDA

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

2. Discussion and possible action on Resolution No. 20210727-002 adding new mitigation items to the adopted Brazoria County Mitigation Plan.
3. Discussion and possible action on Resolution No. 20210727-003 finding that the Brazoria County parade serves a public purpose and authorizing the City of Angleton to enter into an agreement with the State of Texas for the temporary closure of state right-of-way, providing an open meeting clause and providing an effective date.
4. Discussion and possible action on the Industrial District Agreements.

5. Discussion and possible action on a request from Brazoria County Community Development to waive permitting, building, and inspection fees for the residential reconstruction of 901 W. Miller St., Angleton, TX 77515.
6. Discussion and possible action on the Freedom Park Master Plan.

PUBLIC HEARINGS AND ACTION ITEMS

7. Conduct a public hearing, discussion, and possible action on Ordinance No. 20210727-007 rezoning approximately 1.6871 acres from Chapter 28, Article III, Section 28-57 Commercial-General District to Article III, Section 28-50 Single-Family Attached Residential District (Townhomes) of the Code of Ordinances of the City of Angleton, Texas; providing a severability clause; providing for a penalty; and providing for a repeal and an effective date.

REGULAR AGENDA

8. Discussion and possible action on a proposal from Jaco Roofing & Construction, Inc. for Duro-last mechanically fastened roof system.
9. Discussion and possible action on a contract amendment #1 to the AWIA Risk & Resiliency Assessment for the Emergency Response Plan (ERP) and Emergency Preparedness Plan (EPP).
10. Discussion and possible action on a proposal from HDR, Inc. for engineering services for design, bid, and construction phase services for the 2021 Street Bond Project.

ADJOURNMENT

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

CERTIFICATION

I, Frances Aguilar, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Thursday, July 22,

2021 by 6:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

/S/ Frances Aguilar

Frances Aguilar, TRMC, CMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/27/2021

PREPARED BY: Megan Mainer

AGENDA CONTENT: Ceremonial presentation of July 2021 Keep Angleton Beautiful Yard of the Month and Business of the Month.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, will present Yard of the Month to John and Rosemary Duke, at 420 Myrtle, and Business of the Month to Brazoria County Center for Independent Living, at 1104 E Mulberry.

RECOMMENDATION:

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: 07/27/2021

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible resolution to adopt an updated mitigation project and add it to the current Hazard Mitigation Action Plan.

AGENDA ITEM SECTION: Consent Agenda

BUDGETTED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The Winter storm of February 2021 revealed new mitigation projects including having radios to back up our communications when infrastructure is impacted. Mitigation grants are available in 2021 and these projects must be listed in our Mitigation Plan. This plan is considered a "living" document that can be updated regularly via resolution.

RECCOMENDATION:

Staff recommends approving this resolution adding the new mitigation projects

RESOLUTION NO. 20210727-002

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS TO ADD NEW MITIGATION ITEMS TO THE ADOPTED BRAZORIA COUNTY MITIGATION PLAN

WHEREAS, Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and,

WHEREAS, the Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, requires the jurisdictions to prepare and adopt a local mitigation plan every five years; and,

WHEREAS, the plan incorporates the comments, ideas and concerns of the community and of the public in general, which the plan is designed to protect, ascertained through a series of public meetings, publication of the draft plan, press releases, and other outreach activities; and

WHEREAS, the City of Angleton City Council approved and adopted the Brazoria County Hazard Mitigation Plan and resolved to execute the actions in the plan at their September 25, 2018 city council meeting; and

WHEREAS, the Federal Emergency Management Agency requires that all projects submitted for hazard mitigation grant funding be included in the Hazard Mitigation Plan per 44 CFR Section 201.6 (2)(C)(3)(i-iv); and

WHEREAS, the City of Angleton has identified additional mitigation actions not included in the plan; and

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

SECTION 1. The update of the Recommended Mitigation Actions, “EXHIBIT A”, be included in the year Current Brazoria County Hazard Mitigation Plan, is hereby approved and adopted by the City Council of the City of Angleton and resolves to execute the additional actions in the plan.

PASSED AND APPROVED THIS THE 27th DAY OF JULY 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, CMC
City Secretary

EXHIBIT A

Jurisdiction:	Angleton	Action Number:	O16
Hazard(s) Addressed:	All Hazards		
Project Title:	Back Up Radios		
Project Description:	Procure 10 handheld radios to provide reliable communications among staff and partner agencies during infrastructure lose or outages.		
Responsible Entity:	EMC and Police Department		
Losses avoided:	Information transmission and communications		
Cost Estimate:	\$38,013	Timeframe:	6 Months
Potential Funding Sources:	CDBG-MIT or HMPG	Benefit-Cost Ratio:	Approximately a 1:4 cost-benefit ratio
Does this action reduce effects of hazards on existing buildings?			Yes
Does this action reduce effects of hazards for new buildings, infrastructure, or future development?			Yes
Does mitigation action identify, analyze, and prioritize actions related to continued compliance with NFIP?			No



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 27, 2021

PREPARED BY: Lupe Valdez

AGENDA CONTENT: Discussion and possible action on Resolution No. 20210727-000 finding that the Brazoria County parade serves a public purpose and authorizing the City of Angleton to enter into an agreement with the State of Texas for the temporary closure of state right-of-way; providing an open meeting clause and providing an effective date.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: Brazoria County Fair is having a parade on October 16, 2021 from 8:00 a.m. and ends at 12:00 p.m.. The parade route will start at Loop 274 and Cannan Drive. All four lanes will be closed until the end of the parade makes the turn to Highway 288B at Wilkins Street. At that time Loop 274 will re-open. The parade will continue south on Highway 288B to Highway 35 where it will turn east. The parade will continue east on Highway 35 until Downing Street. Barricades will be placed at all city streets along the parade route. The City of Angleton would like an agreement made with the Texas Department of Transportation to close the roadways for this event to take place.

RECOMMENDATION:

Staff recommends the approval of Resolution No. 20210727-00 so that the Brazoria County Fair will be able to have the parade.

RESOLUTION NO. 20210727-003

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, FINDING THAT THE BRAZORIA COUNTY FAIR PARADE SERVES A PUBLIC PURPOSE AND AUTHORIZING THE CITY OF ANGLETON TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY, PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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 Brazoria County Fair Parade serves a public purpose and authorizes the City of Angleton to enter into an agreement with the State of Texas for the temporary closure of State right-of-way.

SECTION 2. The City Council has found and determined that the meeting at which this Resolution is considered was open to the public and that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

SECTION 3. This Resolution shall be effective immediately upon its passage and approval.

PASSED AND APPROVED THIS THE 27th DAY OF JULY 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Item 3.

STATE OF TEXAS §
COUNTY OF HARRIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY – MULTI-YEAR AGREEMENT**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Angleton, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including LOOP 274, HIGHWAY 35 AND HIGHWAY 288B, in BRAZORIA, County; and

WHEREAS, the local government has requested the temporary closure of LOOP 274, HWY 35 AND HWY 288B for the purpose of THE BRAZORIA COUNTY FAIR PARADE, from 8 AM to 12 PM as described in the attached “**Exhibit A**,” hereinafter identified as the “**Event**,” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 27 day of JULY, 2021, the CITY OF ANGLETON City Council passed Resolution / Ordinance No. _____, attached hereto and identified as “**Exhibit B**,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and the maximum duration of this agreement shall not exceed five years unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, number and type of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a **location map** and identified as “**Exhibit C.**”}

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State’s right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government’s traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State’s right of way and restore or repair the State’s right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State’s right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State’s notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Item 3.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Local Government:	State:
CITY OF ANGLETON JASON PEREZ, MAYOR 121 S VELASCO ANGLETON, TEXAS 77515	Texas Department of Transportation <u>ELIZA PAUL, P.E.</u> <u>DISTRICT ENGINEER</u> <u>HOUSTON DISTRICT</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF ANGLETON

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title JASON PEREZ, MAYOR

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Item 3.

Exhibit A “Event”

The Event is the Brazoria County Fair Parade. The parade route will start at Loop 274 and Cannan Drive. All four lanes will be closed until the end of the parade makes the turn to Highway 288B at Wilkins Street. At that time Loop 274 will re-open. The parade will continue south on Highway 288B to Highway 35 where it will turn east. The parade will continue east on Highway 35 until Downing Street. Barricades will be placed at all city streets along the parade route which is attached as Exhibit “C”

The parade is scheduled for October 16, 2021, and will start at 8:00 a.m. and end at 12:00 p.m.

Activities involved in the parade are floats, marching bands, model cars, bicycle riders and trail riders on horseback.,

Loop 274: 4 lane highway

288 B: 2 lane highway

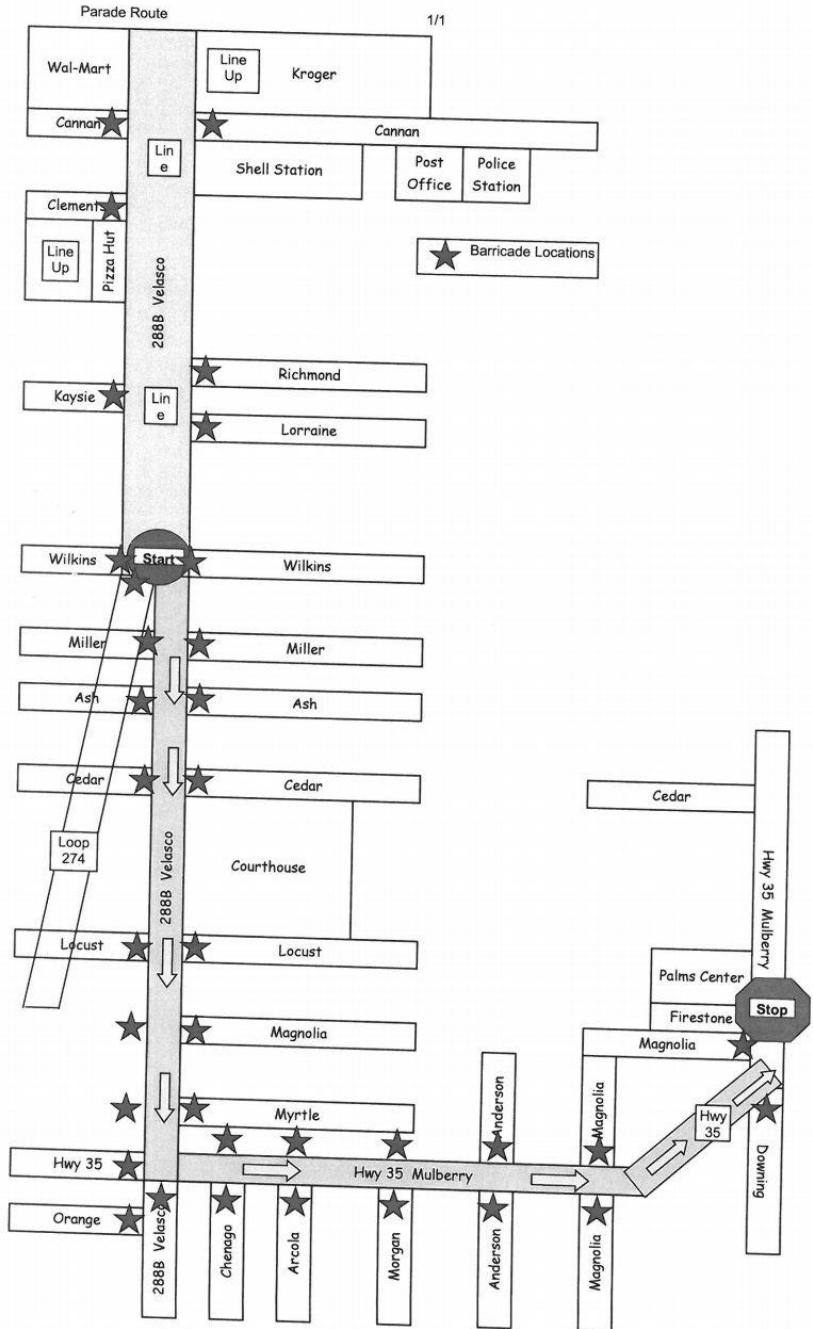
Hwy 35: 2 lane highway

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Item 3.

Exhibit B
Resolution / Ordinance

Exhibit C LOCATION MAP



Agreement No. _____
 District # _____
 Code Chart 64 # _____
 Project: _____

Exhibit C-2 Barricades



Brazoria County Fair Association
 PO BOX 818 • 901 S. Downing • Angleton, Texas 77515
 (979) 849-6416 • Fax (979)849-6985

Brazoria County Fair Parade Barricade Location

Location	# of Barricades
Loop 274	3
SH-35 (Mulberry) at SH-288B (Velasco)	2
E. Mulberry at Buchta Rd.	2
E. Mulberry at Downing Rd.	2
Velasco at Orange St.	2
Velasco at Henderson Rd.	2
Velasco at FM 523	2
Velasco at Cannan St.	2
Downing Rd. at Kiber St.	1
Downing Rd. at Orange St.	1
*S. Downing (CR 543) at Cemetery Rd.	2
Loop 274 at Cedar St.	2
Loop 274 at Locust St.	2
Loop 274 at Miller St.	2
Loop 274 at Wilkins St.	2
*Smith Place at Downing Rd.	2
*Smith Place at Southside Dr.	1
*Southside Dr. at Cemetery Rd.	1
*Southside Dr. at Park Lane	1

*Note: These barricades need to be left through October 23, 2021. We will need them during the week of the fair.

50 Traffic cones for the lane closures on N. Velasco from Wilkins to Cannan. We will store these cones at the Police Department in the Sally Port.

INDUSTRIAL DISTRICT AGREEMENT

NORTH 288-B INDUSTRIAL DISTRICT OF ANGLETON, TEXAS

This Industrial District Agreement (the "Agreement") is entered between the CITY OF ANGLETON, TEXAS, a municipal corporation, and home-rule city in Brazoria County, Texas, ("City"), and BENCHMARK ELECTRONICS, INC., a Texas Corporation with a place of business located at 3000 Technology Drive, Angleton, Texas, 77515, designated as "Company".

WHEREAS, it is the established policy of City to adopt such reasonable measures from time-to-time as are permitted by law, to endeavor to attract industry and expand its growth and thereby enhance the economic stability and growth of the City; and

WHEREAS, on January 9, 1995, pursuant to such policy, City enacted Ordinance No. 2342 designating the lands described therein as the NORTH 288-B INDUSTRIAL DISTRICT of the City of Angleton, Texas ("NID"), in accordance with Texas Local Government Code, Section 42.044; formerly Article 970a, Section 5, Vernon's Annotated Texas Civil Statutes, and;

WHEREAS, Company owns land within the exclusive extraterritorial jurisdiction of the City of Angleton, within the NID, said land described on Exhibit "A" ("Land"), attached, and incorporated by reference; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein, and pursuant to the authority granted to City under Section 42.044, Texas Local Government Code, City and Company hereby agree as follows:

Article I.

COMPANY'S OBLIGATIONS

A. Annual Payment. Commencing with the calendar year 2022, and each calendar year thereafter for the duration of this Agreement, the Company will pay the City a certain sum which will be computed on the assessed value of the Company's facilities and property, real, personal, and mixed located on Company's land covered by this Agreement. Company shall pay to City an amount which totals "in lieu of" taxes on Company's Property as of January 1st of the prior calendar year ("value year"). Said payments made "in lieu of" taxes under this Agreement shall be made in two (2) equal installments, the first being due on or before January 15, 2022, and the second being

due on or before July 15, 2022, with the remaining payments due on or before January 15th and July 15th of each year thereafter, through and including the year 2026.

B. For purposes of this agreement "value year exemptions" means exemptions granted to Company by Brazoria County, Texas, for its taxing purposes. The parties agree the appraised value for tax purposes of property lying within the corporate limits of the City, shall be determined by the Brazoria County Appraisal District ("BCAD").

C. The "in lieu of" taxes payable by Company will be calculated by first ascertaining the final Brazoria County Appraisal District ("BCAD") appraisal value after all appeals, protests, suits, if any, by the Company of the Property (Property is defined as land, improvements, and tangible personal property of every description, including without limitation, inventory, oil, gas, and mineral interests, items of leased equipment, pipelines, and products in storage located on the land.) on January 1st of each value year less value year exemptions and applying the following formulas:

1. Payment of eighty per cent (80%) regardless of taxable value of the ad valorem taxes which would be payable to the City if all the Property which existed on January 1st of value year had been within the corporate limits of City and appraised at market value by BCAD. If the facility is ever vacated or full-time jobs reduced to twenty-five (25) or less the fee automatically increases to ninety per cent (90%).

2. There shall be no "in lieu of" payments during the term of this Agreement on new construction commenced after the date of this Agreement. The purpose of this section is to provide an incentive for new construction.

For the purposes of this section, "new construction" contemplates new improvements to realty and new construction and expansion of existing facilities which constitutes an integral, permanent part of the plant, buildings, structures, and facilities of Company. Purchases or acquisitions by Company of existing real or personal properties are excluded.

The new construction incentive provisions of this section terminate at the expiration of this Agreement regardless of the status year of any new construction.

D. Any such amounts not paid when due shall become delinquent on January 16th and July 16th, respectively, of that year, and will be subject to the same provisions for interest, penalty and attorney's fees as are applicable to delinquent ad valorem taxes on lands within the City limits.

ARTICLE II

CITY'S OBLIGATIONS

A. City and Company agree that during the term of this Agreement, the Land shall be designated as located in the NID within the exclusive extraterritorial jurisdiction. City agrees

that it will not annex, attempt to annex or in any way cause or permit to be annexed any portion of the Land for the period of the Agreement.

B. Company and the Land already have City water and sewer services but shall have no right to any other City services; provided however City agrees to furnish fire protection to Company should such protection be requested by Company in the event an unusual emergency situation occurs. The City shall not extend, by ordinance, to the Company, its Land, and any property of Company situated on said Land any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of Company's business. The Parties agree that City shall have the right to institute or intervene in any judicial or administrative proceeding authorized by: the Texas Water Code; the Texas Clean Air Act, Chapter 382, Health & Safety Code; and the Texas Solid Waste Disposal Act, Chapter 361, Health & Safety Code.

C. Company shall pay such amount to City or before January 15 and July 15 of each year as set forth in Art. II, Section A of this Agreement. Upon receiving the annual payment due, the Finance Officer of the City shall issue an official receipt of the City acknowledging full, timely, final, and complete payment due for the property involved in this Agreement for the year for which such payment is made. If payment is not made on or before any due date, City shall be entitled to a tax lien on Company's Property in payment of "in lieu of taxes" required in this Agreement the same penalties, interest, attorneys' fees, and costs of collection shall be recoverable by the City as would be collectible in the case of delinquent ad valorem taxes.

ARTICLE III.

COVENANTS

A. The parties hereby agree that for the purposes of this Agreement, all appraisal values will be those determined to be the final appraised values by the BCAD after all appeals, protests, suits, if any, by the Company for property owned by the Company and subject to this Agreement. The parties recognize that in making such appraisal for "in lieu of taxes" as described Article I. Paragraph C, of this agreement; such appraiser must, if necessary, appraise the entire Land, and the improvements and tangible personal property of Company located thereon.

B. Term. This Agreement shall extend for a five (5) year period, beginning on January 1, 2022, and ending on December 31, 2026, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Texas Local Government Code. Any extension of this Agreement shall be negotiated six (6) months prior to the expiration of this Agreement. Provided, however, in the event this Agreement is not so extended for an additional period or periods of time the covenant of City not to annex the Land shall terminate, and City shall have the right to commence annexation proceedings as to all of Company's Land and Property covered by this Agreement. In such event, Company agrees that the rights of the parties shall be

determined in accordance with the provisions of the Texas Local Government Code Chapter 43, and specifically Section 43.0116, as amended.

C. This Agreement may be extended for an additional period or periods by agreement between City and Company pursuant to Texas Local Government Code Sec. 42.044(d). City has determined that industrial district agreements are conducive to the development of existing and future industry and are in the best interest of the City and encourages future City Councils to enter into future industrial district agreements, and to extend for additional periods permitted by law this Agreement upon request of Company. Provided, however, that nothing herein contained shall be deemed to obligate either party to agree to an extension of this Agreement.

D. This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property, and the agreements herein contained shall be held to be covenants running with the Land for so long as this Agreement or any extension thereof remains in force. Company shall notify City of any sale of any or all of Company's property to any person or entity if the value of such property substantially affects the current assessed value of the property as set forth by the Brazoria County Appraisal District. It is the intent of the parties that no sale of any of Company's Property will affect the amount to be paid to the City under this Agreement.

E. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections or other parts of this Agreement or the application thereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and separable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

F. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

G. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Angleton, Brazoria County, Texas.

H. **Venue and Applicable Law.** This Agreement is subject to all present and future valid laws, orders, rules, ordinances, and regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be exclusively in a court of appropriate jurisdiction in Brazoria County, Texas.

- I. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the “Texas Public Information Act”), such provision shall be void and have no force or effect.
- J. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
- K. **Entire Agreement.** This Agreement, including the exhibits, contains the entire agreement between the City and the Company and fully supersedes all prior agreements and understandings between the parties.
- L. **Severability Clause:** The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
- M. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
- N. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other. Each party agrees, represents, and conclusively stipulates that it has neither received nor relied upon any oral or written representations or promises concerning the subject matter of this agreement, except for the statements written in this document.
- O. **Modification.** The Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both the City and the Company.
- P. **Notices.** All notices, demands and requests which may be given, or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be given in the aforesaid manner, and shall be deemed effective when personally delivered to the address of the party to receive such notice set forth below, or, whether actually received or not, three (3) days after such written notice, demand or request has been deposited in any post office or mail receptacle regularly maintained by the United States government, certified or registered mail, return receipt requested, postage prepaid, addressed as set forth on the signature pages attached hereto and made a part hereof for all purposes, or such other place as either party may from time to time designate by written notice to the other.

Any written notice to be given to the City shall be given to the City at the following addresses:

City of Angleton, Texas
121 South Velasco
Angleton, Texas 77515
Attn: Chris Whittaker, City Manager

With a copy of any such notice to the City’s attorney at:

J. Grady Randle
Randle Law Office Ltd., L.L.P.
Memorial City Plaza II
820 Gessner, Suite 1570
Houston, Texas 77024-4494

Any written notice to be given to the Company at the following address:

Benchmark Electronics Inc.
Need Current Address

Q. The parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

Effective Date. The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

AGREED and SIGNED to be effective as of the Effective Date.

BENCHMARK ELECTRONICS, INC.:

CITY:

THE CITY OF ANGLETON, TEXAS

By: _____
Michael Buseman

By: _____
Jason Perez
Mayor

ATTEST:

ATTEST:

By: _____

By: _____
Frances Aguilar
City Secretary

Exhibit A

Benchmark Electronics, Inc.
Industrial District Agreement

Property Description

An 18.908 acre tract of land in the John W. Cloud League, Abstract 169, Brazoria County, Texas; said 18,908 acre tract of land conveyed to the Intermedics, Inc. by Deed dated November 6, 1981, and recorded in Volume 1604, page 639, of the Deed Records of Brazoria County, Texas; and

A 1.211 acre tract of land in the John W. Cloud League, Abstract 169, Brazoria County, Texas; said 1.211 acre tract being a portion of a 384.12 acre tract of land conveyed to Intermedics, Inc. by Deed dated November 6, 1981, and recorded in Volume 1604, page 639, of the Deed Records of Brazoria County, Texas.

MEMO

Estimated payment to City from Benchmark Electronics Inc., for 2021 only, based upon draft agreement and using 2020 values. Both parties acknowledge and are aware that appraised value may change on an annual basis. Adjusted Appraised Value means appraised value less exemptions and inventory reduction.

Payment due in 2021 for 2020

Account No.	Description	Value	Net
8900-0488-000	Personal Property	\$ 9,738,290.00	\$9,738,290.00
0169-1019-121	Land	\$ 378,160.00	\$ 378,160.00
ABAT-BENC-001	Improvements	\$ 2,406,580.00	\$2,406,580.00
ABAT-BENC-002	Improvements (Abate 1996-2001)	\$1,536,310.00	\$ _____ 0
TOTAL NON-ABATED			\$12,523,030.00
CITY TAX RATE			x _____ .00665144
			\$83,296.18
REDUCED PERCENTAGE			\$83,296.18
			_____ 70%
"IN LIEU OF" PAYMENT DUE			\$ 58,307.33
DUE 1-15-21			\$29,153.67
DUE 7-15-21			\$29,153.66

INDUSTRIAL DISTRICT AGREEMENT BENCHMARK ELECTRONICS, INC.
WITH THE CITY OF ANGLETON FOR YEAR 2020 TO BE PAID IN 2021.

MEMO

Estimated payment to City from Benchmark Electronics Inc., for 2020 only, based upon draft agreement and using 2019 values. Both parties acknowledge and are aware that appraised value may change on an annual basis. Adjusted Appraised Value means appraised value less exemptions and inventory reduction.

Payment due in 2020 for 2019

Account No.	Description	Value	Net
8900-0488-000	Personal Property	\$ 11,895,820.00	\$11,895,820.00
0169-1019-121	Land	378,160.00	\$ 378,160.00
ABAT-BENC-001	Improvements	\$2,482,510	\$2,482,510.00
ABAT-BENC-002	Improvements (Abate 1996-2001)	\$1,536,310.00	\$ _____ 0
	TOTAL NON-ABATED		14,756,490.00
	CITY TAX RATE		x <u>.0697580%</u>
			102,938.32
	REDUCED PERCENTAGE		\$ 102,938.32
			<u>.70%</u>
	"IN LIEU OF" PAYMENT DUE		\$ 72,056.85
	DUE 1-15-20		36,028.43
	DUE 7-15-20		36,028.43

INDUSTRIAL DISTRICT AGREEMENT BENCHMARK ELECTRONICS, INC.
WITH THE CITY OF ANGLETON FOR YEAR 2019 TO BE PAID IN 2020.

INDUSTRIAL DISTRICT AGREEMENT

NORTH 288-B INDUSTRIAL DISTRICT OF ANGLETON, TEXAS

This Industrial District Agreement (the "Agreement") is entered between the CITY OF ANGLETON, TEXAS, a municipal corporation, and home-rule city in Brazoria County, Texas, ("City"), and RULICA/ANGLETON, LLC, a Texas Limited Liability Corporation with a place of business located at 11823 Wilcrest Drive, Houston, Angleton, Texas, 77031, designated as "Company".

WHEREAS, it is the established policy of City to adopt such reasonable measures from time-to-time as are permitted by law, to endeavor to attract industry and expand its growth and thereby enhance the economic stability and growth of the City; and

WHEREAS, on January 9, 1995, pursuant to such policy, City enacted Ordinance No. 2342 designating the lands described therein as the NORTH 288-B INDUSTRIAL DISTRICT of the City of Angleton, Texas ("NID"), in accordance with Texas Local Government Code, Section 42.044; formerly Article 970a, Section 5, Vernon's Annotated Texas Civil Statutes, and;

WHEREAS, Company owns land within the exclusive extraterritorial jurisdiction of the City of Angleton, within the NID, said land described on Exhibit "A" ("Land"), attached, and incorporated by reference; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein, and pursuant to the authority granted to City under Section 42.044, Texas Local Government Code, City and Company hereby agree as follows:

Article I.

COMPANY'S OBLIGATIONS

A. Annual Payment. Commencing with the calendar year 2022, and each calendar year thereafter for the duration of this Agreement, the Company will pay the City a certain sum which will be computed on the assessed value of the Company's facilities and property, real, personal, and mixed located on Company's land covered by this Agreement. Company shall pay to City an amount which totals "in lieu of" taxes on Company's Property as of January 1st of the prior calendar year ("value year"). Said payments made "in lieu of" taxes under this Agreement shall be made in two (2) equal installments, the first being due on or before January 15, 2022, and the second being due on or before July 15, 2022, with the remaining payments due on or before January 15th and July 15th of each year thereafter, through and including the year 2026.

B. For purposes of this agreement "value year exemptions" means exemptions granted to Company by Brazoria County, Texas, for its taxing purposes. The parties agree the appraised value for tax purposes of property lying within the corporate limits of the City, shall be determined by the Brazoria County Appraisal District ("BCAD").

C. The "in lieu of" taxes payable by Company will be calculated by first ascertaining the final Brazoria County Appraisal District ("BCAD") appraisal value after all appeals, protests, suits, if any, by the Company of the Property (Property is defined as land, improvements, and tangible personal property of every description, including without limitation, inventory, oil, gas, and mineral interests, items of leased equipment, pipelines, and products in storage located on the land.) on January 1st of each value year less value year exemptions and applying the following formulas:

1. Payment of eighty per cent (80%) regardless of taxable value of the ad valorem taxes which would be payable to the City if all the Property which existed on January 1st of value year had been within the corporate limits of City and appraised at market value by BCAD.
2. There shall be no "in lieu of" payments during the term of this Agreement on new construction commenced after the date of this Agreement. The purpose of this section is to provide an incentive for new construction.

For the purposes of this section, "new construction" contemplates new improvements to realty and new construction and expansion of existing facilities which constitutes an integral, permanent part of the plant, buildings, structures, and facilities of Company. Purchases or acquisitions by Company of existing real or personal properties are excluded.

The new construction incentive provisions of this section terminate at the expiration of this Agreement regardless of the status year of any new construction.

D. Any such amounts not paid when due shall become delinquent on January 16th and July 16th, respectively, of that year, and will be subject to the same provisions for interest, penalty and attorney's fees as are applicable to delinquent ad valorem taxes on lands within the City limits.

ARTICLE II

CITY'S OBLIGATIONS

A. City and Company agree that during the term of this Agreement, the Land shall be designated as located in the NID within the exclusive extraterritorial jurisdiction. City agrees that it will not annex, attempt to annex or in any way cause or permit to be annexed any portion of the Land for the period of the Agreement.

B. Company and the Land already have City water and sewer services but shall have no right to any other City services; provided however City agrees to furnish fire protection to Company should such protection be requested by Company in the event an unusual emergency situation occurs. The City shall not extend, by ordinance, to the Company, its Land, and any property of Company situated on said Land any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of Company's business. The Parties agree that City shall have the right to institute or intervene in any judicial or

administrative proceeding authorized by: the Texas Water Code; the Texas Clean Air Act, Chapter 382, Health & Safety Code; and the Texas Solid Waste Disposal Act, Chapter 361, Health & Safety Code.

C. Company shall pay such amount to City or before January 15 and July 15 of each year as set forth in Art. II, Section A of this Agreement. Upon receiving the annual payment due, the Finance Officer of the City shall issue an official receipt of the City acknowledging full, timely, final, and complete payment due for the property involved in this Agreement for the year for which such payment is made. If payment is not made on or before any due date, City shall be entitled to a tax lien on Company's Property in payment of "in lieu of taxes" required in this Agreement the same penalties, interest, attorneys' fees, and costs of collection shall be recoverable by the City as would be collectible in the case of delinquent ad valorem taxes.

ARTICLE III.

COVENANTS

A. The parties hereby agree that for the purposes of this Agreement, all appraisal values will be those determined to be the final appraised values by the BCAD after all appeals, protests, suits, if any, by the Company for property owned by the Company and subject to this Agreement. The parties recognize that in making such appraisal for "in lieu of taxes" as described Article I. Paragraph C, of this agreement; such appraiser must, if necessary, appraise the entire Land, and the improvements and tangible personal property of Company located thereon.

B. Term. This Agreement shall extend for a five (5) year period, beginning on January 1, 2022, and ending on December 31, 2026, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Texas Local Government Code. Any extension of this Agreement shall be negotiated six (6) months prior to the expiration of this Agreement. Provided, however, in the event this Agreement is not so extended for an additional period or periods of time the covenant of City not to annex the Land shall terminate, and City shall have the right to commence annexation proceedings as to all of Company's Land and Property covered by this Agreement. In such event, Company agrees that the rights of the parties shall be determined in accordance with the provisions of the Texas Local Government Code Chapter 43, and specifically Section 43.0116, as amended.

C. This Agreement may be extended for an additional period or periods by agreement between City and Company pursuant to Texas Local Government Code Sec. 42.044(d). City has determined that industrial district agreements are conducive to the development of existing and future industry and are in the best interest of the City and encourages future City Councils to enter into future industrial district agreements, and to extend for additional periods permitted by law this Agreement upon request of Company. Provided, however, that nothing herein contained shall be deemed to obligate either party to agree to an extension of this Agreement.

D. This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force

whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property, and the agreements herein contained shall be held to be covenants running with the Land for so long as this Agreement or any extension thereof remains in force. Company shall notify City of any sale of any or all of Company's property to any person or entity if the value of such property substantially affects the current assessed value of the property as set forth by the Brazoria County Appraisal District. It is the intent of the parties that no sale of any of Company's Property will affect the amount to be paid to the City under this Agreement.

E. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections or other parts of this Agreement or the application thereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and separable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

F. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

G. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Angleton, Brazoria County, Texas.

H. **Venue and Applicable Law.** This Agreement is subject to all present and future valid laws, orders, rules, ordinances, and regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be exclusively in a court of appropriate jurisdiction in Brazoria County, Texas.

I. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

J. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

K. **Entire Agreement.** This Agreement, including the exhibits, contains the entire agreement between the City and the Company and fully supersedes all prior agreements and understandings between the parties.

L. **Severability Clause:** The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

M. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

N. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other. Each party agrees, represents, and conclusively stipulates that it has neither received nor relied upon any oral or written representations or promises concerning the subject matter of this agreement, except for the statements written in this document.

O. **Modification.** The Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both the City and the Company.

P. **Notices.** All notices, demands and requests which may be given, or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be given in the aforesaid manner, and shall be deemed effective when personally delivered to the address of the party to receive such notice set forth below, or, whether actually received or not, three (3) days after such written notice, demand or request has been deposited in any post office or mail receptacle regularly maintained by the United States government, certified or registered mail, return receipt requested, postage prepaid, addressed as set forth on the signature pages attached hereto and made a part hereof for all purposes, or such other place as either party may from time to time designate by written notice to the other.

Any written notice to be given to the City shall be given to the City at the following addresses:

City of Angleton, Texas
 121 South Velasco
 Angleton, Texas 77515
 Attn: Chris Whittaker, City Manager

With a copy of any such notice to the City's attorney at:

J. Grady Randle
 Randle Law Office Ltd., L.L.P.
 Memorial City Plaza II
 820 Gessner, Suite 1570
 Houston, Texas 77024-4494

Any written notice to be given to the Company at the following address:

Mike Latimer
Rulica/Angleton, LLC
11823 Wilcrest Dr.
Houston, Texas 77031-1919

Q. The parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

Effective Date. The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

AGREED and SIGNED to be effective as of the Effective Date.

RULICA/ANGLETON, LLC:

CITY:

THE CITY OF ANGLETON, TEXAS

By: _____
Mike E. Latimer

By: _____
Jason Perez
Mayor

ATTEST:

ATTEST:

By: _____

By: _____
Frances Aguilar
City Secretary

EXHIBIT "A"

BEING A 119,897 ACRE TRACT OF LAND IN THE J.W. CLOUD LEAGUE, ABSTRACT NO. 169, BRAZORIA COUNTY, TEXAS; SAID 119,897 ACRE TRACT BEING A PORTION OF THAT 338,705 ACRE TRACT CONVEYED TO SUGAR CREEK BAPTIST CHURCH FROM MART D. GREEN BY DEED DATED NOVEMBER 29, 2004 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2004075629 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); THE BEARINGS USED IN THIS DESCRIPTION ARE REFERENCED TO THE DESCRIPTION OF SAID 338,705 ACRE TRACT; SAID 119,897 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a one-half inch iron rod found at an interior of corner of said 338,705 acre tract and the northeast corner of a 27.03 acre tract conveyed to Walter Gary Jones, et al from Teddy R. Carr by deed dated March 30, 1998 and recorded under County Clerk's File No. 98-012896 of the O.R.B.C.T.; thence as follows:

South 89° 54' 49" West, along a northerly south line of said 338,705 acre tract and the north line of said 27.03 acre tract, a distance of 114.78 feet to a five-eighths inch iron rod with a plastic cap marked "Baker & Lawson" set for the POINT OF BEGINNING of the herein described tract at the intersection with the north line of a 70 feet wide easement conveyed to Houston Pipe Line Company from Miesie W. Metler, et al by deed dated April 4, 1950 and recorded in Volume 478, Page 634 of the Deed Records of Brazoria County, Texas (O.R.B.C.T.);

THENCE South 89° 54' 49" West, along a northerly south line of said 338,705 acre tract and the north line of said 27.03 acre tract, a distance of 755.53 feet to a one-half inch iron rod found for angle point in said northerly south line;

THENCE South 78° 57' 06" West, continuing along said northerly south line of said 338,705 acre tract and the north line of said 27.03 acre tract, a distance of 569.34 feet to a one-half inch iron rod found at the most westerly southwest corner of said 338,705 acre tract and at the most easterly southeast corner of an 89.71 acre tract conveyed to Walter Gary Jones, et al by said deed recorded under County Clerk's File No. 98-012896 of the O.R.B.C.T.;

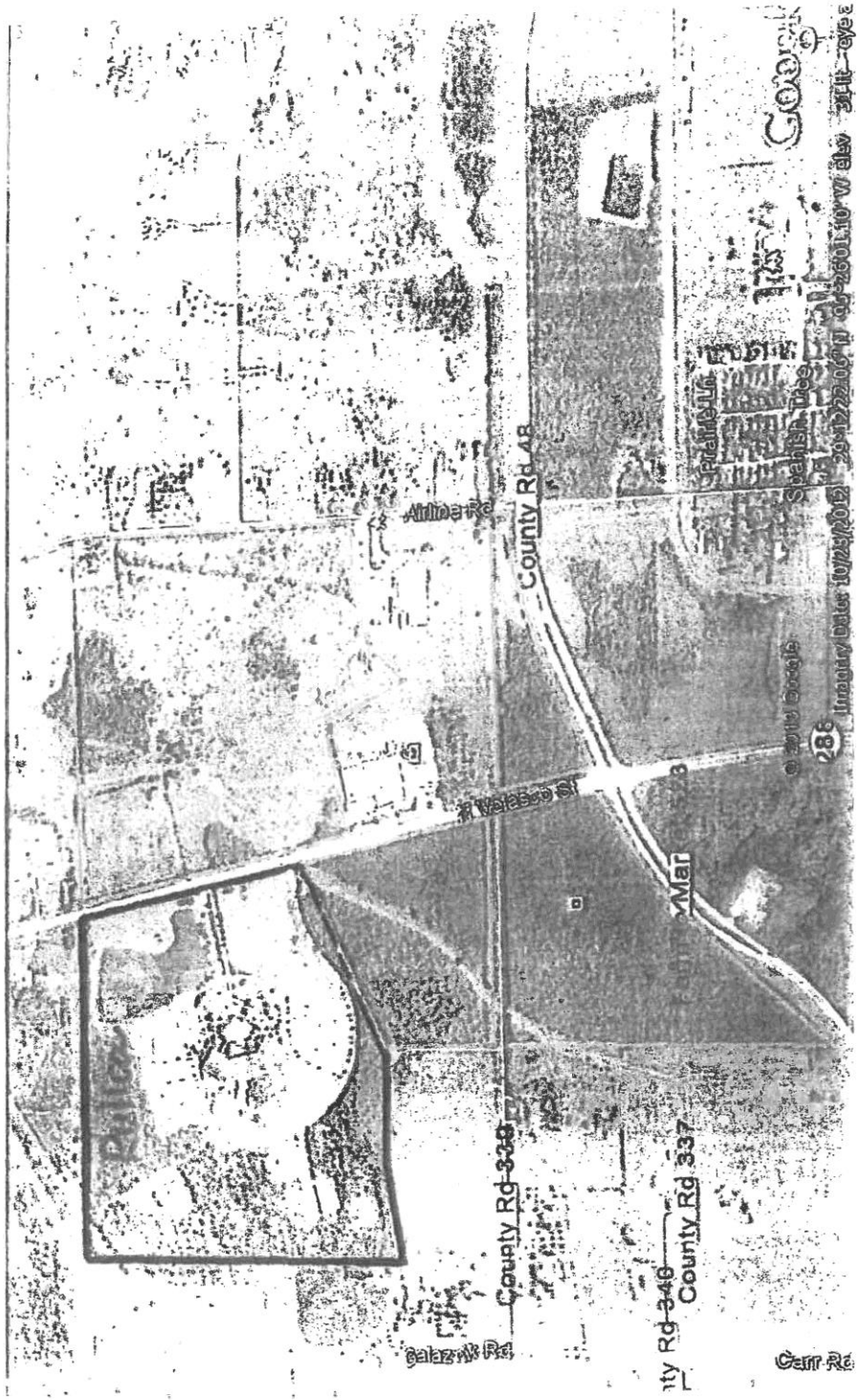
THENCE North 00° 00' 32" West, along the west line of said 338,705 acre tract and the east line of said 89.71 acre tract, at 842.19 pass a three-fourths inch iron rod found at the northeast corner of said 89.71 acre tract and the southeast corner of a tract conveyed to Mary G. Holland by Decree of Partition dated January 18, 1977 and recorded in Volume 1523, Page 467 of the D.R.B.C.T., continuing along the east line of said Holland tract, at 2,330.66 feet pass a five-eighths inch iron rod with a plastic cap marked "Baker & Lawson" set on line in the approximate center of the Angleton Flood Protection Levee, and continuing for a total distance of 2,375.66 feet to a point in a ditch along the north side of said Angleton Protection Levee for the northwest corner of said 338,705 acre tract, said corner being on the north line of said J.W. Cloud League and the south line of the Shubael Marsh Survey, Abstract Nos. 81 and 52,

EXHIBIT "A"

THENCE South 89° 55' 45" East, along said ditch along the north line of said J. W. Cloud League, the south line of said Shobael Marsin Survey and the north line of said 338.705 acre tract, a distance of 2,223.45 feet to a point for corner at the west right-of-way line of B. S. Highway 288B;

THENCE South 12° 18' 42" East, along the west right-of-way line of B. S. Highway 288B, at 44.55 feet pass a one-half inch iron rod found on line in the approximate center of the Angleton Flood Protection Levee, and continuing for a total distance of 1,716.23 feet to a five-eighths inch iron rod with a plastic cap marked "Baker & Lawson" set for corner on the north line of said 10 feet wide Houston Pipe Line Company easement;

THENCE South 64° 52' 03" West, along the north line of said 10 feet wide Houston Pipe Line Company easement, a distance of 1,408.81 to the POINT OF BEGINNING and containing 119.897 acres of land. This description is based on a survey performed on the ground in December 2002 and on October 2007 by Baker & Lawson, Inc.



Sandy

MEMO

Estimated payment to City from Company, RULICA for 2021 only, based upon draft agreement and using 2020 values. Both parties acknowledge and are aware that appraised value may change on an annual basis. Adjusted Appraised Value means appraised value less exemptions and inventory reduction.

Payment due in 2021 for 2020

<u>Account No.</u>	<u>Description</u>	<u>Value</u>	<u>Net</u>
0169-1019-005	Improvements	\$6,373,660.00	\$ 6,373,660.00
9200-2255-000	Personal Property	\$ 0	\$ 26,130.00
0169-1019-115	Land	\$ 1,126,340.00	<u>\$ 1,126,340.00</u>
	TOTAL NON-ABATED		\$ 7,526,130.00
			x <u>.00665144</u>
	REDUCED PERCENTAGE		\$ 50,059.60
			x <u>.80</u>
	"IN LIEU OF" PAYMENT DUE		\$ 40,047.68
	DUE 1-15-21	20,023.84	
	DUE 7-15-21	20,023.84	

INDUSTRIAL DISTRICT AGREEMENT RULICA WITH THE CITY OF ANGLETON FOR YEAR 2019 TO BE PAID IN 2020.

INDUSTRIAL DISTRICT AGREEMENT

NORTH 288-B INDUSTRIAL DISTRICT OF ANGLETON, TEXAS

This Industrial District Agreement (the "Agreement") is entered between the CITY OF ANGLETON, TEXAS, a municipal corporation, and home-rule city in Brazoria County, Texas, ("City"), and SUGAR CREEK BAPTIST CHURCH, a Texas Nonprofit Corporation with a place of business located at 13333 Southwest Freeway, Ste. 200, Sugar Land, Texas, 77478, designated as "Company".

WHEREAS, it is the established policy of City to adopt such reasonable measures from time-to-time as are permitted by law, to endeavor to attract industry and expand its growth and thereby enhance the economic stability and growth of the City; and

WHEREAS, on January 9, 1995, pursuant to such policy, City enacted Ordinance No. 2342 designating the lands described therein as the NORTH 288-B INDUSTRIAL DISTRICT of the City of Angleton, Texas ("NID"), in accordance with Texas Local Government Code, Section 42.044; formerly Article 970a, Section 5, Vernon's Annotated Texas Civil Statutes, and;

WHEREAS, Company owns land within the exclusive extraterritorial jurisdiction of the City of Angleton, within the NID, said land described on Exhibit "A" ("Land"), attached, and incorporated by reference; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein, and pursuant to the authority granted to City under Section 42.044, Texas Local Government Code, City and Company hereby agree as follows:

Article I.

COMPANY'S OBLIGATIONS

A. Annual Payment. Commencing with the calendar year 2022, and each calendar year thereafter for the duration of this Agreement, the Company will pay the City a certain sum which will be computed on the assessed value of the Company's facilities and property, real, personal, and mixed located on Company's land covered by this Agreement. Company shall pay to City an amount which totals "in lieu of" taxes on Company's Property as of January 1st of the prior calendar year ("value year"). Said payments made "in lieu of" taxes under this Agreement shall be made in two (2) equal installments, the first being due on or before January 15, 2022, and the second being due on or before July 15, 2022, with the remaining payments due on or before January 15th and July 15th of each year thereafter, through and including the year 2026.

B. For purposes of this agreement "value year exemptions" means exemptions granted to Company by Brazoria County, Texas, for its taxing purposes. The parties agree the appraised value for tax purposes of property lying within the corporate limits of the City, shall be determined by the Brazoria County Appraisal District ("BCAD").

C. The "in lieu of" taxes payable by Company will be calculated by first ascertaining the final Brazoria County Appraisal District ("BCAD") appraisal value after all appeals, protests, suits, if

any, by the Company of the Property (Property is defined as land, improvements, and tangible personal property of every description, including without limitation, inventory, oil, gas, and mineral interests, items of leased equipment, pipelines, and products in storage located on the land) on January 1st of each value year less value year exemptions and applying the following formulas:

1. Payment of eighty per cent (80%) regardless of taxable value of the ad valorem taxes which would be payable to the City if all the Property which existed on January 1st of value year had been within the corporate limits of City and appraised at market value by BCAD.
2. There shall be no "in lieu of" payments during the term of this Agreement on new construction commenced after the date of this Agreement. The purpose of this section is to provide an incentive for new construction.

For the purposes of this section, "new construction" contemplates new improvements to realty and new construction and expansion of existing facilities which constitutes an integral, permanent part of the plant, buildings, structures, and facilities of Company. Purchases or acquisitions by Company of existing real or personal properties are excluded.

The new construction incentive provisions of this section terminate at the expiration of this Agreement regardless of the status year of any new construction.

D. Any such amounts not paid when due shall become delinquent on January 16th and July 16th, respectively, of that year, and will be subject to the same provisions for interest, penalty and attorney's fees as are applicable to delinquent ad valorem taxes on lands within the City limits.

ARTICLE II

CITY'S OBLIGATIONS

A. City and Company agree that during the term of this Agreement, the Land shall be designated as located in the NID within the exclusive extraterritorial jurisdiction. City agrees that it will not annex, attempt to annex or in any way cause or permit to be annexed any portion of the Land for the period of the Agreement.

B. Company and the Land already have City water and sewer services but shall have no right to any other City services; provided however City agrees to furnish fire protection to Company should such protection be requested by Company in the event an unusual emergency situation occurs. The City shall not extend, by ordinance, to the Company, its Land, and any property of Company situated on said Land any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of Company's business. The Parties agree that City shall have the right to institute or intervene in any judicial or administrative proceeding authorized by: the Texas Water Code; the Texas Clean Air Act, Chapter 382, Health & Safety Code; and the Texas Solid Waste Disposal Act, Chapter 361, Health & Safety Code.

C. Company shall pay such amount to City or before January 15 and July 15 of each year as set forth in Art. II, Section A of this Agreement. Upon receiving the annual payment due, the Finance Officer of the City shall issue an official receipt of the City acknowledging full, timely, final, and complete payment due for the property involved in this Agreement for the year for which such payment is made. If payment is not made on or before any due date, City shall be entitled to a tax lien on Company's Property in payment of "in lieu of taxes" required in this Agreement the same penalties, interest, attorneys' fees, and costs of collection shall be recoverable by the City as would be collectible in the case of delinquent ad valorem taxes.

ARTICLE III.

COVENANTS

A. The parties hereby agree that for the purposes of this Agreement, all appraisal values will be those determined to be the final appraised values by the BCAD after all appeals, protests, suits, if any, by the Company for property owned by the Company and subject to this Agreement. The parties recognize that in making such appraisal for "in lieu of taxes" as described Article I. Paragraph C, of this agreement; such appraiser must, if necessary, appraise the entire Land, and the improvements and tangible personal property of Company located thereon.

B. Term. This Agreement shall extend for a five (5) year period, beginning on January 1, 2022, and ending on December 31, 2026, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Texas Local Government Code. Any extension of this Agreement shall be negotiated six (6) months prior to the expiration of this Agreement. Provided, however, in the event this Agreement is not so extended for an additional period or periods of time the covenant of City not to annex the Land shall terminate, and City shall have the right to commence annexation proceedings as to all of Company's Land and Property covered by this Agreement. In such event, Company agrees that the rights of the parties shall be determined in accordance with the provisions of the Texas Local Government Code Chapter 43, and specifically Section 43.0116, as amended.

C. This Agreement may be extended for an additional period or periods by agreement between City and Company pursuant to Texas Local Government Code Sec. 42.044(d). City has determined that industrial district agreements are conducive to the development of existing and future industry and are in the best interest of the City and encourages future City Councils to enter into future industrial district agreements, and to extend for additional periods permitted by law this Agreement upon request of Company. Provided, however, that nothing herein contained shall be deemed to obligate either party to agree to an extension of this Agreement.

D. This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property, and the agreements herein contained shall be held to be covenants running with the Land for so long as this Agreement or any extension thereof remains in force. Company shall notify City of any sale of any or all of Company's property to any person or entity if the value of such property substantially affects the current assessed value

of the property as set forth by the Brazoria County Appraisal District. It is the intent of the parties that no sale of any of Company's Property will affect the amount to be paid to the City under this Agreement.

E. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections or other parts of this Agreement or the application thereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and separable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

F. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

G. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Angleton, Brazoria County, Texas.

H. **Venue and Applicable Law.** This Agreement is subject to all present and future valid laws, orders, rules, ordinances, and regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be exclusively in a court of appropriate jurisdiction in Brazoria County, Texas.

I. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

J. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

K. **Entire Agreement.** This Agreement, including the exhibits, contains the entire agreement between the City and the Company and fully supersedes all prior agreements and understandings between the parties.

L. **Severability Clause:** The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

M. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. Each party has the full power and authority to enter into and perform this

Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

N. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other. Each party agrees, represents, and conclusively stipulates that it has neither received nor relied upon any oral or written representations or promises concerning the subject matter of this agreement, except for the statements written in this document.

O. **Modification.** The Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both the City and the Company.

P. **Notices.** All notices, demands and requests which may be given, or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be given in the aforesaid manner, and shall be deemed effective when personally delivered to the address of the party to receive such notice set forth below, or, whether actually received or not, three (3) days after such written notice, demand or request has been deposited in any post office or mail receptacle regularly maintained by the United States government, certified or registered mail, return receipt requested, postage prepaid, addressed as set forth on the signature pages attached hereto and made a part hereof for all purposes, or such other place as either party may from time to time designate by written notice to the other.

Any written notice to be given to the City shall be given to the City at the following addresses:

City of Angleton, Texas
121 South Velasco
Angleton, Texas 77515

Attn: Chris Whittaker, City Manager With a copy of any such notice to the City's attorney at:

J. Grady Randle
Randle Law Office Ltd., L.L.P.
Memorial City Plaza II
820 Gessner, Suite 1570
Houston, Texas 77024-4494

Any written notice to be given to the Company at the following address:

Sugar Creek Baptist Church
13333 Southwest Freeway, Ste. 200
Sugar Land, Texas 77478

Q. The parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

Effective Date. The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

AGREED and SIGNED to be effective as of the Effective Date.

SUGAR CREEK BAPTIST CHURCH:

CITY:

THE CITY OF ANGLETON, TEXAS

By: _____

By: _____
Jason Perez
Mayor

ATTEST:

ATTEST:

By: _____

By: _____
Frances Aguilar
City Secretary

EXHIBIT "A"

DESCRIPTION OF 338.705 ACRE TRACT

BEING A 338.705 ACRE TRACT OF LAND IN THE J DE J VALDERAS SURVEY, ABSTRACT NO 380 AND IN THE J W CLOUD LEAGUE, ABSTRACT NO 169, BRAZORIA COUNTY, TEXAS; SAID 338.705 ACRE TRACT BEING THE REMAINDER OF THAT 384.12 ACRE TRACT CONVEYED TO INTERMEDICS, INC. FROM RANCHO ISABELLA INVESTMENT CORPORATION BY DEED DATED NOVEMBER 6, 1981 AND RECORDED IN VOLUME 1604, PAGE 639 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS (D.R.B.C.T.), THE REST AND RESIDUE OF SAID 384.12 ACRE TRACT BEING CONVEYED TO SULZER INTERMEDICS INC. OF BRAZORIA COUNTY FROM SULZER MEDICA USA INC BY WARRANTY DEED DATED NOVEMBER 3, 1998 AND RECORDED UNDER COUNTY CLERK'S FILE NO 98-046557 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.). THE BEARINGS USED IN THIS DESCRIPTION ARE REFERENCED TO THE DESCRIPTION OF SAID 384.12 ACRE TRACT; SAID 338.705 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete right-of-way monument found at the intersection of the west right-of-way line of County Road 48 (80 feet width) with the north right-of-way line of F.M. Highway 523 (200 feet width); the north right-of-way line of F.M. Highway 523 being a curve to the left having a radius of 2,100.00 feet;

THENCE, in a westerly direction, along the south line of said 384.12 acre tract and the north right-of-way line of F.M. Highway 523, along said curve to the left having a radius of 2,100.00 feet, a central angle of $01^{\circ} 09' 37''$, an arc distance of 42.53 feet, and a chord bearing and distance of South $88^{\circ} 32' 56''$ West and 42.53 feet to a one-half inch iron rod found at the southeast corner of a 4.866 acre tract conveyed to Angleton Drainage District from Sulzermedica USA, Inc. by Gift Deed dated April 12, 1996 and recorded under County Clerk's File No. 96-013461 of the O.R.B.C.T.;

THENCE North $38^{\circ} 54' 08''$ West, along the most easterly east line of said 4.866 acre tract, a distance of 209.59 feet to a five-eighths inch iron rod with plastic cap marked "Baker & Lawson" set for the most easterly northeast corner of said 4.866 acre tract;

THENCE North $89^{\circ} 54' 00''$ West, along the most easterly north line of said 4.866 acre tract, a distance of 855.96 feet to a five-eighths inch iron rod with plastic cap marked "Baker & Lawson" set for an interior ell corner of said 4.866 acre tract;

THENCE North $00^{\circ} 05' 07''$ West, along an east line of said 4.866 acre tract, a distance of 7.01 feet to a one-half inch iron rod found at the southwest corner of a 20.00 acre tract conveyed to Angleton Independent School District from Intermedics, Inc. by Special Warranty Deed dated March 7, 1990 and recorded in Volume (90)822, Page 573 of the O.R.B.C.T.; said corner being on the north line of a platted 50 foot road (unimproved) according to the plat recorded in Volume 78, Page 573 of the D.R.B.C.T.;

THENCE North $89^{\circ} 58' 35''$ East, along the south line of said 20.00 acre tract and the north line of said 50 foot platted road, a distance of 1,029.85 feet to a five-eighths inch iron rod with plastic cap

EXHIBIT "A"

marked "Baker & Lawson" set for the southeast corner of said 20.00 acre tract, same being on the west right-of-way line of County Road 48;

THENCE North 00° 05' 07" West, along the east line of said 20.00 acre tract and the west right-of-way line of County Road 48, a distance of 920.00 feet to a one-half inch iron rod found at the northeast corner of said 20.00 acre tract,

THENCE South 89° 58' 35" West, along the north line of said 20.00 acre tract, a distance of 340.46 feet to a five-eighths inch iron rod found at the point of curvature of a tangent curve to the left having a radius of 820.00 feet,

THENCE, in a southwesterly direction, continuing along the north line of said 20.00 acre tract, along said curve to the left having a radius of 820.00 feet, a central angle of 50° 04' 02", an arc distance of 716.55 feet, and a chord bearing and distance of South 64° 56' 34" West and 693.97 feet to a five-eighths inch iron rod with plastic cap marked "Baker & Lawson" set at the point of tangency of said curve,

THENCE South 39° 54' 33" West, along the northwest line of said 20.00 acre tract, a distance of 93.82 feet to a one-half inch iron rod found at the northwest corner of said 20.00 acre tract,

THENCE South 00° 05' 07" East, along the west line of said 20.00 acre tract, a distance of 176.64 feet to a one-half inch iron rod found for corner at an angle point on the east line of said 4.866 acre tract;

THENCE North 12° 18' 42" West, along the east line of said 4.866 acre tract, a distance of 825.06 feet to a one-half inch iron rod found at the northeast corner of said 4.866 acre tract;

THENCE South 77° 41' 18" West, along the north line of said 4.866 acre tract, a distance of 80.00 feet to a one-half inch iron rod found at the northwest corner of said 4.866 acre tract; same being the northeast corner of an 18.908 acre tract conveyed to Benchmark Electronics, Inc. from Intermedics Inc. by warranty deed dated January 21, 1994 and recorded under County Clerk's File No. 94-002599 of the O.R.B.C.T.,

THENCE South 77° 41' 18" West, along the north line of said 18.908 acre tract, a distance of 753.60 feet to a one-half inch iron rod found at the northwest corner of said 18.908 acre tract, same being on the east right-of-way line of B.S. Highway 288B;

THENCE South 12° 18' 42" East, along the west line of said 18.908 acre tract and the east right-of-way line of B.S. Highway 288B, a distance of 687.35 feet to a five-eighths inch iron rod found at the point of curvature of a tangent curve to the right having a radius of 24,635.35 feet,

THENCE, in a southerly direction, continuing along the west line of said 18.908 acre tract and the east right-of-way line of B.S. Highway 288B, along said curve to the right having a radius of

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24,635.35 feet, a central angle of $00^{\circ}47'46''$, an arc distance of 342.25 feet, and a chord bearing and distance of South $11^{\circ}54'49''$ East and 342.25 feet to a five-eighths inch iron rod found at the southwest corner of said 18.908 acre tract; same being on the north line of said 50 foot platted road;

THENCE North $89^{\circ}58'35''$ East, along the south line of said 18.908 acre tract and the north line of said 50 foot platted road, a distance of 693.70 feet to a five-eighths inch iron rod with plastic cap marked "Baker & Lawson" set at the southeast corner of said 18.908 acre tract, same being on the west line of said 4.866 acre tract;

THENCE South $00^{\circ}05'07''$ East, along the west line of said 4.866 acre tract, a distance of 116.84 feet to a five-eighths inch iron rod with plastic cap marked "Baker & Lawson" set at the most westerly southwest corner of said 4.866 acre tract, from which a found one-half inch iron rod bears North $01^{\circ}45'$ East, 2.41 feet;

THENCE South $89^{\circ}54'00''$ East, along the south line of said 4.866 acre tract, a distance of 883.14 feet to a bent one-half inch iron rod found at an interior ell corner of said 4.866 acre tract;

THENCE South $38^{\circ}54'08''$ East, along the southwest line of said 4.866 acre tract, a distance of 80.02 feet to a one-half inch iron rod found at the most southerly southwest corner of said 4.866 acre tract, same being on the south line of said 384.12 acre tract and the north right-of-way line of F.M. Highway 523, said right-of-way being a non-tangent curve to the left having a radius of 2,100.00 feet;

THENCE, in a southwesterly direction, along the south line of said 384.12 acre tract and the north right-of-way line of F.M. Highway 523, along said curve to the left having a radius of 2,100.00 feet, a central angle of $18^{\circ}13'07''$, an arc distance of 667.75 feet, and a chord bearing and distance of South $75^{\circ}10'58''$ West and 664.94 feet to a five-eighths inch iron rod with plastic cap marked "Baker & Lawson" set at the point of tangency of said curve, from which a leaning concrete right-of-way monument bears North $77^{\circ}12'$ East, 1.02 feet;

THENCE South $66^{\circ}04'28''$ West, continuing along the south line of said 384.12 acre tract and the northwest right-of-way line of F.M. Highway 523, a distance of 877.43 feet to a five-eighths inch iron rod with plastic cap marked "Baker & Lawson" set at an angle point in said northwest right-of-way line, from which a broken concrete right-of-way monument bears North $57^{\circ}16'$ East, 1.95 feet;

THENCE North $61^{\circ}53'24''$ West, continuing along the south line of said 384.12 acre tract and the northwest right-of-way line of F.M. Highway 523, a distance of 61.52 feet to a five-eighths inch iron rod with plastic cap marked "Baker & Lawson" set at the intersection with the east right-of-way line of B.S. Highway 288B, from which a broken concrete right-of-way monument bears North $64^{\circ}40'$ East, 2.24 feet;

THENCE South $66^{\circ}04'03''$ West, continuing along the south line of said 384.12 acre tract across the B.S. Highway 288B right-of-way, a distance of 164.94 feet to a five-eighths inch iron rod with plastic cap marked "Baker & Lawson" set at the intersection with the northwest right-of-way line of

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F.M. Highway 523, from which a concrete right-of-way monument bears North 67° 36' East, 2.23 feet,

THENCE South 28° 09' 25" West, continuing along the south line of said 384.12 acre tract and the northwest right-of-way line of F.M. Highway 523, a distance of 78.89 feet to a five-eighths inch iron rod with plastic cap marked "Baker & Lawson" set at an angle point in said northwest right-of-way line, from which a leaning concrete right-of-way monument bears North 79° 47' East, 1.94 feet,

THENCE South 66° 04' 28" West, continuing along the south line of said 384.12 acre tract and the northwest right-of-way line of F.M. Highway 523, a distance of 26.95 feet to a concrete right-of-way monument found at the point of curvature of a tangent curve to the left having a radius of 2,100.00 feet,

THENCE, in a southwesterly direction, continuing along the south line of said 384.12 acre tract and the northwest right-of-way line of F.M. Highway 523, along said curve to the left having a radius of 2,100.00 feet, a central angle of 29° 58' 23", an arc distance of 1,098.57 feet, and a chord bearing and distance of South 51° 05' 17" West and 1,086.09 feet, to a concrete right-of-way monument found at the point of tangency of said curve,

THENCE South 36° 06' 05" West, continuing along the south line of said 384.12 acre tract and the northwest right-of-way line of F.M. Highway 523, a distance of 417.76 feet to a five-eighths inch iron rod with plastic cap marked "Baker & Lawson" set at the point of curvature of a tangent curve to the right having a radius of 1,900.00 feet, from which a concrete right-of-way monument bears North 34° 26' East, 2.15 feet,

THENCE, in a southwesterly direction, continuing the south line of said 384.12 acre tract and along the northwest right-of-way line of F.M. Highway 523, along said curve to the right having a radius of 1,900.00 feet, a central angle of 18° 17' 04", an arc distance of 606.34 feet, and a chord bearing and distance of South 45° 14' 37" West and 603.77 feet to a point for the southeast corner of the remainder of a 1.679 acre tract conveyed to the City of Angleton from Intermedics Inc. by deed dated September 17, 1986 and recorded in Volume (86)358, Page 545 of the O.R.B.C.T., from which a found one-half inch iron rod bears South 00° 12' 14" East, 0.58 feet;

THENCE North 00° 12' 14" West (called North 00° 12' 01" West), along the east line of said 1.679 acre tract, at 114.56 feet pass a one-half inch iron rod found at the northeast corner of said 1.679 acre tract and the southeast corner of a 4.753 acre tract conveyed to the Angleton Drainage District from Joe Galaznik by deed dated August 7, 1991 and recorded in Volume (91)937, Page 854 of the O.R.B.C.T., continuing along the southerly west line of said 384.12 acre tract and the east line of said 4.753 acre tract, at approximately 931.4 feet pass the northeast corner of said 4.753 acre tract and the southeast corner of a 2.49 acre tract conveyed to the Angleton Drainage District from Mary Galaznik Bulaich by deed dated August 7, 1991 and recorded in Volume (91)937, Page 847 of the O.R.B.C.T., continuing along the east line of said 2.49 acre tract, at 1,393.9 feet pass the northeast corner of said 2.49 acre tract and the southeast corner of a 27.87 acre tract conveyed to Marie Beth

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Jones from Teddy R. Carr by deed dated January 28, 1955 and recorded in Volume 612, Page 617 of the D.R.B.C.T., at 2,161.44 feet pass a one-half inch iron rod found at the northeast corner of said 27.87 acre tract on the south right-of-way line of County Road 339, at 2,221.44 feet pass a one-half inch iron rod found at the southeast corner of a 27.03 acre tract conveyed to Walter Gary Jones, et al from Teddy R. Carr by deed dated March 30, 1998 and recorded under County Clerk's File No. 98-012896 of the O.R.B.C.T., and continuing along the southerly west line of said 384.12 acre tract and the east line of said 27.03 acre tract a total distance of 3,014.75 feet to a one-half inch iron rod found at an interior ell corner of said 384.12 acre tract and the northeast corner of said 27.03 acre tract;

THENCE South 89° 54' 49" West, along a northerly south line of said 384.12 acre tract and the north line of said 27.03 acre tract, a distance of 870.31 feet (called South 89° 56' 56" West, 870.56 feet) to a one-half inch iron rod found for angle point in said northerly south line.

THENCE South 78° 57' 06" West, continuing along said northerly south line of said 384.12 acre tract and the north line of said 27.03 acre tract, a distance of 569.34 feet (called South 78° 57' 15" West, 569.40 feet) to a one-half inch iron rod found at the most westerly southwest corner of said 384.12 acre tract and at the most easterly southeast corner of an 89.71 acre tract conveyed to Walter Gary Jones, et al by said deed recorded under County Clerk's File No. 98-012896 of the O.R.B.C.T.;

THENCE North 00° 00' 32" West (called North 00° 00' 44" West), along the west line of said 384.12 acre tract and the east line of said 89.71 acre tract, at 842.19 pass a three-fourths inch iron rod found at the northeast corner of said 89.71 acre tract and the southeast corner of a tract conveyed to Mary G. Holland by Decree of Partition dated January 18, 1977 and recorded in Volume 1323, Page 467 of the D.R.B.C.T., continuing along the east line of said Holland tract, at 2,330.66 feet pass a five-eighths inch iron rod with a plastic cap marked "Baker & Lawson" set on line in the approximate center of the Angleton Flood Protection Levee, and continuing for a total distance of 2,379.66 feet (called 2,279.16 feet) to a point in a ditch along the north side of said Angleton Protection Levee for the northwest corner of said 384.12 acre tract, said corner being on the north line of said J.W. Cloud League and the south line of the Shubael Marsh Survey, Abstract Nos. 81 and 82;

THENCE South 89° 59' 45" East, along said ditch along the north line of said J.W. Cloud League, the south line of said Shubael Marsh Survey and the north line of said 384.12 acre tract, a distance of 2,225.45 feet to an angle point at the west right-of-way line of B.S. Highway 288B;

THENCE North 88° 24' 45" East, continuing along the north line of said J.W. Cloud League, the south line of said Shubael Marsh Survey and the north line of said 384.12 acre tract, a distance of 162.84 feet across the right-of-way of B.S. 288B to an angle point at the east right-of-way line of B.S. Highway 288B;

THENCE North 89° 54' 54" East, continuing said ditch along the north line of said J.W. Cloud League, the south line of said Shubael Marsh Survey and the north line of said 384.12 acre tract, at approximately 450 feet depart said ditch, and continuing for a total distance of 2,165.47 feet to a one-

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half inch iron rod found at the northeast corner of said 384.12 acre tract; same being the northwest corner of a 2.50 acre tract conveyed to Elsie Avirts from Paul O'Farrell by deed dated October 6, 1999 and recorded under County Clerk's File No. 99-045808 of the O.R.B.C.T.; a bent one and one-fourth inch iron pipe found at the southeast corner of the Morris Stern Survey, Abstract No. 734 bears North 89° 54' 54" East, 207.30 feet;

THENCE South 00° 05' 07" East, along a northerly east line of said 384.12 acre tract and the west line of said 2.50 acre tract, a distance of 330.00 feet to a one-half inch iron rod found for corner;

THENCE South 89° 54' 54" East, along a north line of said 384.12 acre tract and the south line of said 2.50 acre tract, at 290.00 feet pass a one-half inch iron rod found on the west right-of-way line of County Road 48, and continuing for a total distance of 330.00 feet to a point for corner at the centerline of County Road 48;

THENCE South 00° 05' 07" East, along the east line of said 384.12 acre tract and the centerline of County Road 48, a distance of 2,862.47 feet to a point for the southeast corner of said 384.12 acre tract;

THENCE North 89° 58' 32" West, along the south line of said 384.12 acre tract, a distance of 6.81 feet to a point for the point of curvature of a curve to the left having a radius of 2,100.00 feet;

THENCE, in a westerly direction, along the south line of said 384.12 acre tract, along said curve to the left having a radius of 2,100.00 feet, a central angle of 00° 54' 20", an arc distance of 33.19 feet, and a chord bearing and distance of South 89° 33' 45" West and 33.19 feet to the POINT OF BEGINNING and containing 338.705 acres of land. The herein described 338.705 acre tract includes 2.629 acres within the right-of-way of County Road 48, 13.996 acres within the right-of-way of B.S. Highway 288B; and 2.018 acres within the right-of-way of County Road 339, leaving a net area of 320.062 acres of land. This description is based on a survey performed on the ground in December 2002 by Baker & Lawson, Inc. and is prepared along with a survey plat of the property surveyed.

Save and except the following:

BEING A 119.897 ACRE TRACT OF LAND IN THE J.W. CLOUD EAGUE, ABSTRACT NO. 169, BRAZORIA COUNTY, TEXAS; SAID 119.897 ACRE TRACT BEING A PORTION OF THE 338.705 ACRE TRACT CONVEYED TO SUGAR CREEK BAPTIST CHURCH FROM MARTIN D. GREEN BY DEED DATED NOVEMBER 29, 2004 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2004075629 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); THE BEARINGS USED IN THIS DESCRIPTION ARE REFERENCED TO THE DESCRIPTION OF SAID 338.705 ACRE TRACT, SAID 119.897 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

EXHIBIT "A"

COMMENCING at a one-half inch iron rod found at an interior ell corner of said 338.705 acre tract and the northeast corner of a 27.03 acre tract conveyed to Walter Gary Jones, et al from Teddy R. Clark by deed dated March 30, 1998 and recorded under County Clerk's File No. 98-012896 of the O.R.B.C.T., thence as follows:

South 89° 54' 49" West, along a northerly south line of said 338.705 acre tract and the north line of said 27.03 acre tract, a distance of 114.78 feet to a five-eighths inch iron rod with a plastic cap marked "Baker & Lawson" set for the POINT OF BEGINNING of the herein described tract at the intersection with the north line of a 10 feet wide easement conveyed to Houston Pipe Line Company from Miriam W. Mettler, et al by deed dated April 4, 1950 and recorded in Volume 478, Page 634 of the Deed Records of Brazoria County, Texas (D.R.B.C.T.);

THENCE South 89° 54' 49" West, along a northerly south line of said 338.705 acre tract and the north line of said 27.03 acre tract, a distance of 755.53 feet to a one-half inch iron rod found for angle point in said westerly south line;

THENCE South 78° 57' 06" West, continuing along said northerly south line of said 338.705 acre tract and the north line of said 27.03 acre tract, a distance of 569.34 feet to a one-half inch iron rod found at the most westerly southwest corner of said 338.705 acre tract and at the most easterly southeast corner of an 89.71 acre tract conveyed to Walter Gary Jones, et al by said deed recorded under County Clerk's File No. 98-012896 of the O.R.B.C.T.;

THENCE North 00° 00' 32" West, along the west line of said 338.705 acre tract and the east line of said 89.71 acre tract, at 842.19 feet pass a three-fourths inch iron rod found at the northeast corner of said 89.71 acre tract and the southeast corner of a tract conveyed to Mary G. Holland by Decree of Partition dated January 18, 1977 and recorded in Volume 1323, Page 467 of the D.R.B.C.T., continuing along the east line of said Holland tract, at 2,330.66 feet pass a five-eighths inch iron rod with a plastic cap marked "Baker & Lawson" set on line in the approximate center of the Angleton Flood Protection Levee, and continuing for a total distance of 2,379.66 feet to a point in a ditch along the north side of said Angleton Protection Levee for the northwest corner of said 338.705 acre tract; said corner being on the north line of said J.W. Cloud League and the south line of the Shubael Marsh Survey, Abstract Nos. 81 and 82;

THENCE South 89° 59' 45" East, along said ditch along the north line of said J.W. Cloud League, the south line of said Shubael Marsh Survey and the north line of said 338.705 acre tract, a distance of 2,225.45 feet to a point for corner at the west right-of-way line of B.S. Highway 288B,

THENCE South 12° 18' 42" East (Reference Bearing), along the west right-of-way line of B.S. Highway 288B, at 44.55 feet pass a one-half inch iron rod found on line in the approximate center of the Angleton Flood Protection Levee, and continuing for a total distance of 1,710.23 feet to a five-eighths inch iron rod with a plastic cap marked "Baker & Lawson" set for corner on the north line of said 10 feet wide Houston Pipe Line Company easement,

THENCE South 64° 52' 01" West, along the north line of said 10 feet wide Houston Pipe Line Company easement, a distance of 1,408.81 to the POINT OF BEGINNING and containing 119.897 acres of land. This description is based on a survey performed on the ground in December 2002 and on October 2007, and field verified in December 2009 by Baker & Lawson, Inc.

Property Identification #: 171384

Property Information: 2019

Owner Identification #: Null

Geo ID: 0380-0179-140
Situs Address: FM 523 TX
Property Type: Real
State Code: Null

Legal Description: Null
Abstract: A0880
Neighborhood: ABST 318,380,169
Appraised Value: \$570,960.00
Jurisdictions: SAN, HAD, GBC, CAD, DR1, NAV, RDB, EM3

Name: SUGAR CREEK BAPTIST CHURCH
Exemptions:
DBA: Null



Brazoria CAD Map Search

This product is for informational purposes only 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. The Brazoria County Appraisal District expressly disclaims any and all liability in connection herewith.

Property Identification #: 171372

Property Information: 2019

Owner Identification #: Null

Geo ID: 0380-0179-000
Situs: HIGHWAY 288B @ FM 523
Address: TX
Property Type: Real
State Code: Null

Legal Description: Null
Abstract: A0380
Neighborhood: ABST 318,380,169
Appraised Value: \$176,730.00
Jurisdictions: CAD, DR1, NAV, SAN, HAD, EM3, RDB, GBC

Name: SUGAR CREEK BAPTIST CHURCH
Exemptions:
DBA: Null



Brazoria CAD Map Search

This product is for informational purposes only 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. The Brazoria County Appraisal District expressly disclaims any and all liability in connection herewith.

INDUSTRIAL DISTRICT AGREEMENT

2014-01 INDUSTRIAL DISTRICT OF ANGLETON, TEXAS

This Industrial District Agreement (the "Agreement") is entered between the CITY OF ANGLETON, TEXAS, a municipal corporation, and home-rule city in Brazoria County, Texas, ("City"), and ANGLETON 288 INDUSTRIAL PARK LLC, a Texas Limited Liability Corporation with a place of business located at 2526 Lakeside Landing, Seabrook, Texas, 77586, designated as "Company".

WHEREAS, it is the established policy of City to adopt such reasonable measures from time-to-time as are permitted by law, to endeavor to attract industry and expand its growth and thereby enhance the economic stability and growth of the City; and

WHEREAS, on October 28, 2014, City enacted Ordinance No. 2014-O-10E, disannexing and discontinuing a 5.46-acre unimproved tract of land that is now in the City of Angleton's extraterritorial jurisdiction; and

WHEREAS on October 28, 2014, pursuant to such policy, City enacted Ordinance No. 2014-O-10F, designating the lands described therein as the 2014-01 INDUSTRIAL DISTRICT of the City of Angleton, Texas ("2014-01-ID"), in accordance with Texas Local Government Code, Section 42.044, and;

WHEREAS, Company owns land within the exclusive extraterritorial jurisdiction of the City of Angleton, within the 2014-01-ID, said land described on Exhibit "A" ("Land"), attached, and incorporated by reference; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein, and pursuant to the authority granted to City under Section 42.044, Texas Local Government Code, City and Company hereby agree as follows:

Article I.

COMPANY'S OBLIGATIONS

A. Annual Payment. Commencing with the calendar year 2022, and each calendar year thereafter for the duration of this Agreement, the Company will pay the City a certain sum which will be computed on the assessed value of the Company's facilities and property, real, personal, and mixed located on Company's land covered by this Agreement. Company shall pay to City an amount which totals "in lieu of" taxes on Company's Property as of January 1st of the prior calendar year ("value year"). Said payments made "in lieu of" taxes under this Agreement shall be made in two (2) equal installments, the first being due on or before January 15, 2022, and the second being due on or before July 15, 2022, with the remaining payments due on or before January 15th and July 15th of each year thereafter, through and including the year 2026.

B. For purposes of this agreement "value year exemptions" means exemptions granted to Company by Brazoria County, Texas, for its taxing purposes. The parties agree the appraised value

for tax purposes of property lying within the corporate limits of the City, shall be determined by the Brazoria County Appraisal District ("BCAD").

C. The "in lieu of" taxes payable by Company will be calculated by first ascertaining the final Brazoria County Appraisal District ("BCAD") appraisal value after all appeals, protests, suits, if any, by the Company of the Property (Property is defined as land, improvements, and tangible personal property of every description, including without limitation, inventory, oil, gas, and mineral interests, items of leased equipment, pipelines, and products in storage located on the land) on January 1st of each value year less value year exemptions and applying the following formulas:

- 1. Payment of eighty per cent (80%) regardless of taxable value of the ad valorem taxes which would be payable to the City if all the Property which existed on January 1st of value year had been within the corporate limits of City and appraised at market value by BCAD.
- 2. There shall be no "in lieu of" payments during the term of this Agreement on new construction commenced after the date of this Agreement. The purpose of this section is to provide an incentive for new construction.

For the purposes of this section, "new construction" contemplates new improvements to realty and new construction and expansion of existing facilities which constitutes an integral, permanent part of the plant, buildings, structures, and facilities of Company. Purchases or acquisitions by Company of existing real or personal properties are excluded.

The new construction incentive provisions of this section terminate at the expiration of this Agreement regardless of the status year of any new construction.

D. Any such amounts not paid when due shall become delinquent on January 16th and July 16th, respectively, of that year, and will be subject to the same provisions for interest, penalty and attorney's fees as are applicable to delinquent ad valorem taxes on lands within the City limits.

ARTICLE II

CITY'S OBLIGATIONS

A. City and Company agree that during the term of this Agreement, the Land shall be designated as located in the 2014-01-ID within the exclusive extraterritorial jurisdiction. City agrees that it will not annex, attempt to annex or in any way cause or permit to be annexed any portion of the Land for the period of the Agreement.

B. Company and the Land already have City water and sewer services but shall have no right to any other City services; provided however City agrees to furnish fire protection to Company should such protection be requested by Company in the event an unusual emergency situation occurs. The City shall not extend, by ordinance, to the Company, its Land, and any property of Company situated on said Land any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of Company's business.

The Parties agree that City shall have the right to institute or intervene in any judicial or administrative proceeding authorized by: the Texas Water Code; the Texas Clean Air Act, Chapter 382, Health & Safety Code; and the Texas Solid Waste Disposal Act, Chapter 361, Health & Safety Code.

C. Company shall pay such amount to City or before January 15 and July 15 of each year as set forth in Art. II, Section A of this Agreement. Upon receiving the annual payment due, the Finance Officer of the City shall issue an official receipt of the City acknowledging full, timely, final, and complete payment due for the property involved in this Agreement for the year for which such payment is made. If payment is not made on or before any due date, City shall be entitled to a tax lien on Company's Property in payment of "in lieu of taxes" required in this Agreement the same penalties, interest, attorneys' fees, and costs of collection shall be recoverable by the City as would be collectible in the case of delinquent ad valorem taxes.

ARTICLE III.

COVENANTS

A. The parties hereby agree that for the purposes of this Agreement, all appraisal values will be those determined to be the final appraised values by the BCAD after all appeals, protests, suits, if any, by the Company for property owned by the Company and subject to this Agreement. The parties recognize that in making such appraisal for "in lieu of taxes" as described Article I. Paragraph C, of this agreement; such appraiser must, if necessary, appraise the entire Land, and the improvements and tangible personal property of Company located thereon.

B. Term. This Agreement shall extend for a five (5) year period, beginning on January 1, 2022, and ending on December 31, 2026, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Texas Local Government Code. Any extension of this Agreement shall be negotiated six (6) months prior to the expiration of this Agreement. Provided, however, in the event this Agreement is not so extended for an additional period or periods of time the covenant of City not to annex the Land shall terminate, and City shall have the right to commence annexation proceedings as to all of Company's Land and Property covered by this Agreement. In such event, Company agrees that the rights of the parties shall be determined in accordance with the provisions of the Texas Local Government Code Chapter 43, and specifically Section 43.0116, as amended.

C. This Agreement may be extended for an additional period or periods by agreement between City and Company pursuant to Texas Local Government Code Sec. 42.044(d). City has determined that industrial district agreements are conducive to the development of existing and future industry and are in the best interest of the City and encourages future City Councils to enter into future industrial district agreements, and to extend for additional periods permitted by law this Agreement upon request of Company. Provided, however, that nothing herein contained shall be deemed to obligate either party to agree to an extension of this Agreement.

D. This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force

whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property, and the agreements herein contained shall be held to be covenants running with the Land for so long as this Agreement or any extension thereof remains in force. Company shall notify City of any sale of any or all of Company's property to any person or entity if the value of such property substantially affects the current assessed value of the property as set forth by the Brazoria County Appraisal District. It is the intent of the parties that no sale of any of Company's Property will affect the amount to be paid to the City under this Agreement.

E. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections or other parts of this Agreement or the application thereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and separable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

F. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

G. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Angleton, Brazoria County, Texas.

H. **Venue and Applicable Law.** This Agreement is subject to all present and future valid laws, orders, rules, ordinances, and regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be exclusively in a court of appropriate jurisdiction in Brazoria County, Texas.

I. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

J. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

K. **Entire Agreement.** This Agreement, including the exhibits, contains the entire agreement between the City and the Company and fully supersedes all prior agreements and understandings between the parties.

L. **Severability Clause:** The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

M. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

N. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other. Each party agrees, represents, and conclusively stipulates that it has neither received nor relied upon any oral or written representations or promises concerning the subject matter of this agreement, except for the statements written in this document.

O. **Modification.** The Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both the City and the Company.

P. **Notices.** All notices, demands and requests which may be given, or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be given in the aforesaid manner, and shall be deemed effective when personally delivered to the address of the party to receive such notice set forth below, or, whether actually received or not, three (3) days after such written notice, demand or request has been deposited in any post office or mail receptacle regularly maintained by the United States government, certified or registered mail, return receipt requested, postage prepaid, addressed as set forth on the signature pages attached hereto and made a part hereof for all purposes, or such other place as either party may from time to time designate by written notice to the other.

Any written notice to be given to the City shall be given to the City at the following addresses:

City of Angleton, Texas
 121 South Velasco
 Angleton, Texas 77515
 Attn: Chris Whittaker, City Manager

With a copy of any such notice to the City's attorney at:

J. Grady Randle
 Randle Law Office Ltd., L.L.P.
 Memorial City Plaza II
 820 Gessner, Suite 1570
 Houston, Texas 77024-4494

Any written notice to be given to the Company at the following address:

Angleton 288 Industrial Park LLC
2526 Lakeside Landing
Seabrook, Texas 77586

Q. The parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

Effective Date. The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

AGREED and SIGNED to be effective as of the Effective Date.

ANGLETON 288 INDUSTRIAL PARK LLC: **CITY:**

THE CITY OF ANGLETON, TEXAS

By: _____
Phil Newton

By: _____
Jason Perez
Mayor

ATTEST:

ATTEST:

By: _____

By: _____
Frances Aguilar
City Secretary

ORDINANCE NO. 2014-O-10F

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, DESIGNATING A PART OF ITS EXTRATERRITORIAL JURISDICTION AS AN INDUSTRIAL DISTRICT TO BE KNOWN AS THE 2014-01 INDUSTRIAL DISTRICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Ordinance No. 2014-O-10E, the City of Angleton disannexed a 5.46 acre unimproved area as a part of the municipality pursuant to Texas Local Government Code §43.145; and

WHEREAS, Texas Local Government Code §42.044 authorizes the governing body of a municipality to designate any part of its extraterritorial jurisdiction as an industrial district and may treat the designated area in a manner considered by the governing body to be in the best interests of the municipality;

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

SECTION 1: That the City Council of the City of Angleton, Texas, hereby designates and creates the 2014-01 Industrial District containing 35.04 acres of land within the extraterritorial jurisdiction of the City of Angleton as more specifically described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2: That the City Council may enlarge or reduce the designated area of the 2014-01 Industrial District from time to time as permitted by law and hereby reserves all rights and powers of the City of Angleton with respect to such Industrial District.

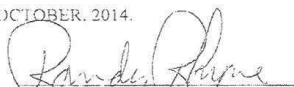
SECTION 3: That should any portion of the 35.04 acre area described in Exhibit "A" not actually be situated within the extraterritorial jurisdiction of the City of Angleton, Texas, and thus not be capable of being designated as a part of the 2014-01 Industrial District, such fact shall not effect the validity of the designation of the remaining portions of the area as part of the 2014-01 Industrial District.

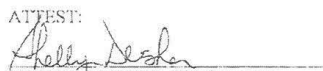
SECTION 4: That should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity of such section, or part shall in no wise affect, impair or invalidate the remaining portion thereof, but as to such remaining portion, the same shall remain in full force and effect.

SECTION 5: 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 6: That this Ordinance shall be effective immediately.

PASSED AND ADOPTED THIS 28th DAY OF OCTOBER, 2014.


RANDY RIIYYE, Mayor

ATTEST:

SHELLY DEISHER, City Secretary

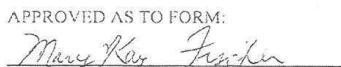
APPROVED AS TO FORM:

MARY KAY FISCHER, City Attorney

EXHIBIT A

File No. 20600-GATS (M)
Property: Hwy 288, Pk 522, Angleton, TX 77615

FIELD NOTES OF A 35.04 ACRE TRACT OF LAND OUT OF LOTS 61 AND 62 OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION OF THE J. DE J. VALDERAS SURVEY, ABSTRACT 340, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE RECORDED PLAT THEREOF IN VOLUME 20, PAGE 141 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

- BEGINNING at a 1/2" iron rod found at the intersection of the South right-of-way line of County Road 361 with the West right-of-way line of State Highway 288;
- THENCE, West 1535.43 feet, along the South right-of-way line of County Road 341, to a 1/2" iron rod found at the beginning of a curve to the left having a radius of 158.05 feet;
- THENCE, Along said right-of-way line, around said curve to the left having a radius of 158.05 feet, an arc length of 100.55 feet, and a chord which bears South 71° 45' 28" West 98.86 feet to a 1/2" iron rod found for corner;
- THENCE, South 53° 32' 53" West 61.60 feet, along said right-of-way line, to a 1/2" iron rod found at the beginning of a curve to the left having a radius of 119.64 feet;
- THENCE, Along said right-of-way line, around said curve to the left having a radius of 119.64 feet, an arc length of 51.73 feet and a chord which bears South 41° 08' 25" West 51.33 feet to a 1/2" iron rod found for corner;
- THENCE, South 78° 43' 56" West 38.94 feet, along said right-of-way line, to a 1/2" iron rod found at the beginning of a curve to the left having a radius of 381.53 feet;
- THENCE, Along said right-of-way line, around said curve to the left having a radius of 384.33 feet, an arc length of 103.20 feet, and a chord which bears South 21° 02' 26" West 102.09 feet to a 1/2" iron rod found for corner;
- THENCE, South 13° 20' 54" West 104.94 feet, along said right-of-way line, to a 1/2" iron rod found for corner in the Northeast right-of-way line of County Road 44 (Anchor Road);
- THENCE, South 44° 20' East 918.08 feet, along the Northeast right-of-way line of County Road 44 (Anchor Road), to a 1/2" iron pipe found marking the West corner of a 2.00 acre tract described in Volume 1606, Page 82 of the Deed Records of Brazoria County, Texas;
- THENCE, North 54° 41' 01" East 110.74 feet, along the Northwest line of said 2.00 acre tract and the Northwest line of a 7.93 acre tract, to a 5/8" iron rod found for corner; said rod marking the Northwest corner of said 7.93 acre tract as described in a deed recorded in Volume 1570, Page 68 of the Deed Records of Brazoria County, Texas;
- THENCE, South 89° 23' 59" East 172.70 feet, along the North line of said 7.97 acre tract and the North line of a 4.08 acre tract, to a 5/8" iron rod found for corner in the West right-of-way line of State Highway 288; said rod marking the Northeast corner of said 4.08 acre tract as described in a deed recorded in Volume 1570, Page 68 of the Deed Records of Brazoria County, Texas;

20600-GATS

1-1

Great American Title Company

File No: 20600-GAT81 (PS)
Date: June 05, 2014

TRANCE: North 2° 52' 26" East 120.10 feet, along the West right-of-way line of State Highway 288, to a 1/2" iron rod found for corner at an angle point in said right-of-way line;

TRANCE: North 42° 24' 42" West 59.10 feet, along the West right-of-way line of State Highway 288, to the Place of Beginning;

Said tract therein containing 35.94 Acres of Land.

A.P.N. 0360-0067 000 AND 0381-0087 1.

25569481.1

10.2



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 27, 2021

PREPARED BY: Lindsay Koskiniemi, CGFO, CPM, Assistant Director of Development Services

AGENDA CONTENT: Brazoria County Community Development request for waiver of permitting, building, inspection, and possibly tap fees for the residential reconstruction of 901 W. Miller St., Angleton, TX 77515.

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

The Brazoria County Community Development Department receives grant funding from the US Department of Housing and Urban Development (HUD) that can be used for the rehabilitation or reconstruction of single-family homes for qualifying low to moderate income families.

The City received a request from Brazoria County Community Development for a waiver of all fees for the reconstruction of the home located at 901 W. Miller Street. Fees charged for the construction of a home include building and trades permits. This project will include the demolition of the existing home, therefore a waiver of a demolition permit fee is requested as well as fees for any water or sewer taps that may be needed.

Requests for waiver of building and permitting fees for HUD-funded home construction have been honored by Angleton's City Council in the past. An example is 417 Evans Street (October 25, 2011).

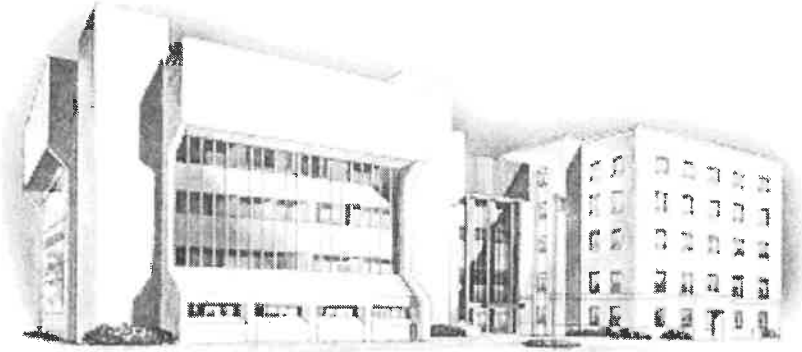
This request parallels the City's Land Use goal of "Image and Identity" for an "attractive and vibrant community with a positive image and identify that reflects the values and culture of the community" (p.29) and the Housing goal to strive to offer: "A community in which quality housing is attractive, available, and affordable to all residents." (p.103) as provided in the Angleton Comprehensive Plan.

RECOMMENDATION:

Staff recommends approval of the Brazoria County Community Development request for waiver of permitting, building, inspection, and possibly tap fees for the residential reconstruction of 901 W. Miller St., Angleton, TX 77515.

RECOMMENDED MOTION:

I move we approve the Brazoria County Community Development request for waiver of permitting, building, inspection, and possibly tap fees for the residential reconstruction of 901 W. Miller St., Angleton, TX 77515.



NANCY FRIUDENBERG
DIRECTOR

JENNIFER CRAINER
ASSISTANT DIRECTOR

MARI REYES
PROJECT COORDINATOR

TAMMY HUGHES
FINANCIAL COORDINATOR

BRAZORIA COUNTY
COMMUNITY DEVELOPMENT
DEPARTMENT

June 25, 2021

Council Members
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: Housing Reconstruction – 901 W Miller St, Angleton, 77515

To Whom It May Concern:

Please waive all permitting, building, and inspections fees for Residential Reconstruction for Pearl Griggs who resides at 901 W. Miller Street, and has been approved for assistance under the County’s HOME Reconstruction/Rehabilitation Program. Ms. Griggs has chosen Brizo Construction, LLC as her contractor, and construction is targeted for August 2021.

US Dept of Housing and Urban Development’s HOME Reconstruction/ Rehabilitation program assists low to moderate income families repair their homes. In the case that rehab is not feasible, Brazoria County reconstructs a new dwelling. These are HOME Program grant funds from HUD that the County manages and distributes to eligible applicants throughout the County. This program not only helps the individual with a more suitable living environment, but also prevents the City’s housing stock to become dilapidated, and in turn, promotes an increase in property values. The cost of the assistance is in the form of a deferred, forgivable loan which requires a lien to be placed on the property for a period of 10 years for rehabilitation, and 20 years for the reconstruction of the home. There is no mortgage payment required from the homeowner; however, they must maintain property taxes, insurance, and reside in the home for the period of the lien. Reducing the amount of fees in turn reduces the lien owed on the home.

If you have any questions, please feel free to call me at (979) 864-1953.

Sincerely,

Virginia C. Puente
Housing Coordinator



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/27/2021

PREPARED BY: Megan Mainer

AGENDA CONTENT: Discussion and possible action on the final draft of Freedom Park Master Plan presented by Burditt Consultants.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$70,000

FUNDS REQUESTED: NA

FUND: 96-500-577

EXECUTIVE SUMMARY:

Burditt Consultants will present a final draft of Freedom Park Master Plan based on feedback from the Parks & Recreation Board, Angleton Better Living Corporation (ABLC), and City Council on May 25, 2021.

Initial research and findings were based on previous Freedom Park plans, Parks & Recreation Master and Strategic Plan, stakeholder input, city surveys, and board and staff input.

Feedback from this meeting will help finalize the Freedom Park Master Plan for adoption at a future meeting date.

RECOMMENDATION:

Staff recommends City Council approve a final master plan based on the Parks and Recreation Board and ABLC input.

ANGLETON FREEDOM PARK

Master Plan Study



PRESENTED BY BURDITT
July 27, 2021



FREEDOM PARK | FINAL MASTER PLAN

Item 6.



PROGRAM SUMMARY:

Passive Recreation Zone (Detention Enhancements)

- Wet Detention
- Enhanced Dry Detention
- Nature Trails (0.89 MI)
- Accessible Loop Trail (0.65 MI)
- Pedestrian Bridge (100 FT)
- Educational Signage
- Beach
- Open/ Natural Spaces
- Wetland Edges
- Animal Habitat

Trails Recreation Zone (Linear Park)

- Pedestrian Trails (0.92 MI)
- Trail Lighting
- Educational Signage
- Seating/Picnic Stations
- Shade Trees

Events Recreation Zone (Amphitheater)

- Covered Amphitheater/Stage
- Events Lawn
- Butterfly Garden

Family Recreation Zone

- Restrooms/Pavilion (30x60)
- Party Pavilion (40x40)
- Picnic Pavilion
- Splash Pad
- ADA Playground
- Family Gathering
- Picnic/Gathering
- Volleyball (2)
- Washers Station (2)

Active Recreation Zone

- New Parking (+/-85)
- 325' Baseball Field
- Shaded Bleachers
- Field Storage (30x40)
- Small Playground
- Covered Batting Cages
- Gathering Plaza

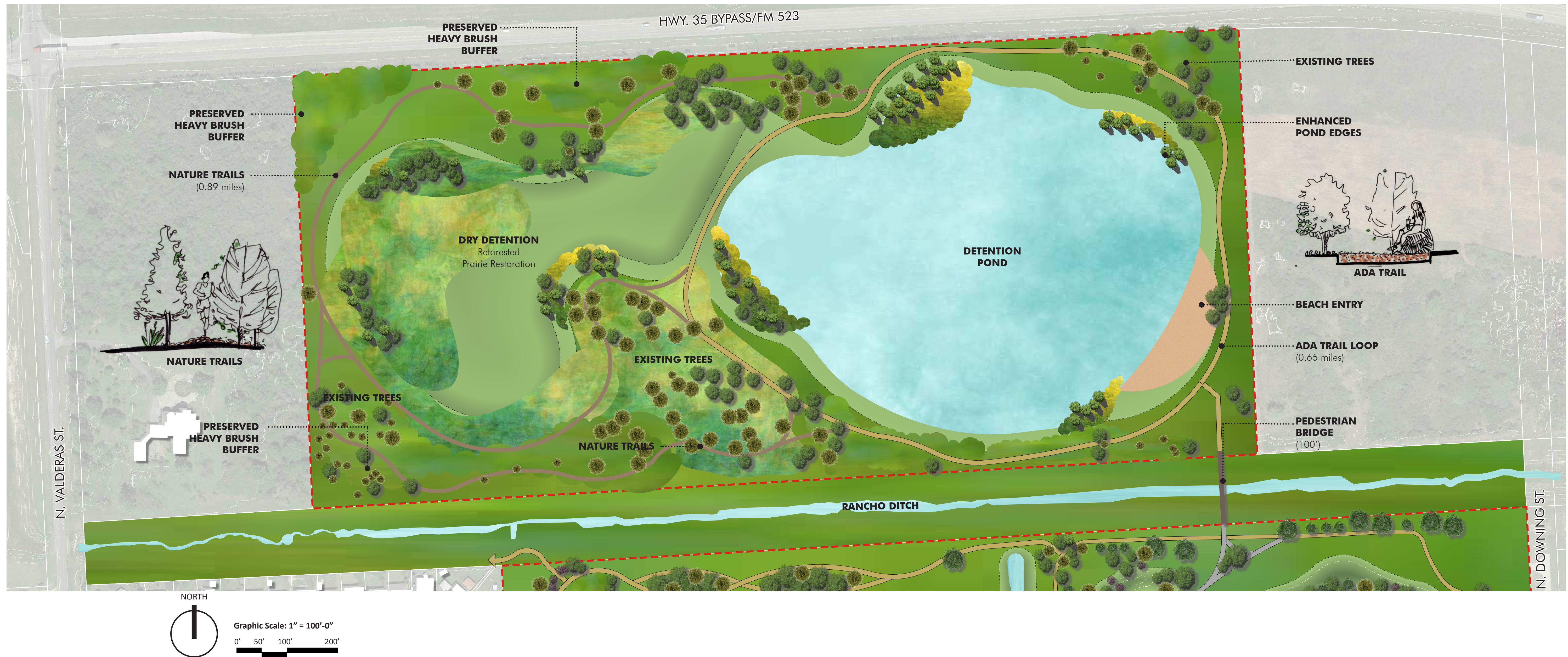
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OVERALL MASTER PLAN

FREEDOM PARK | FINAL MASTER PLAN

Item 6.



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NORTH SIDE ENLARGED PLAN

FREEDOM PARK | FINAL MASTER PLAN

Item 6.



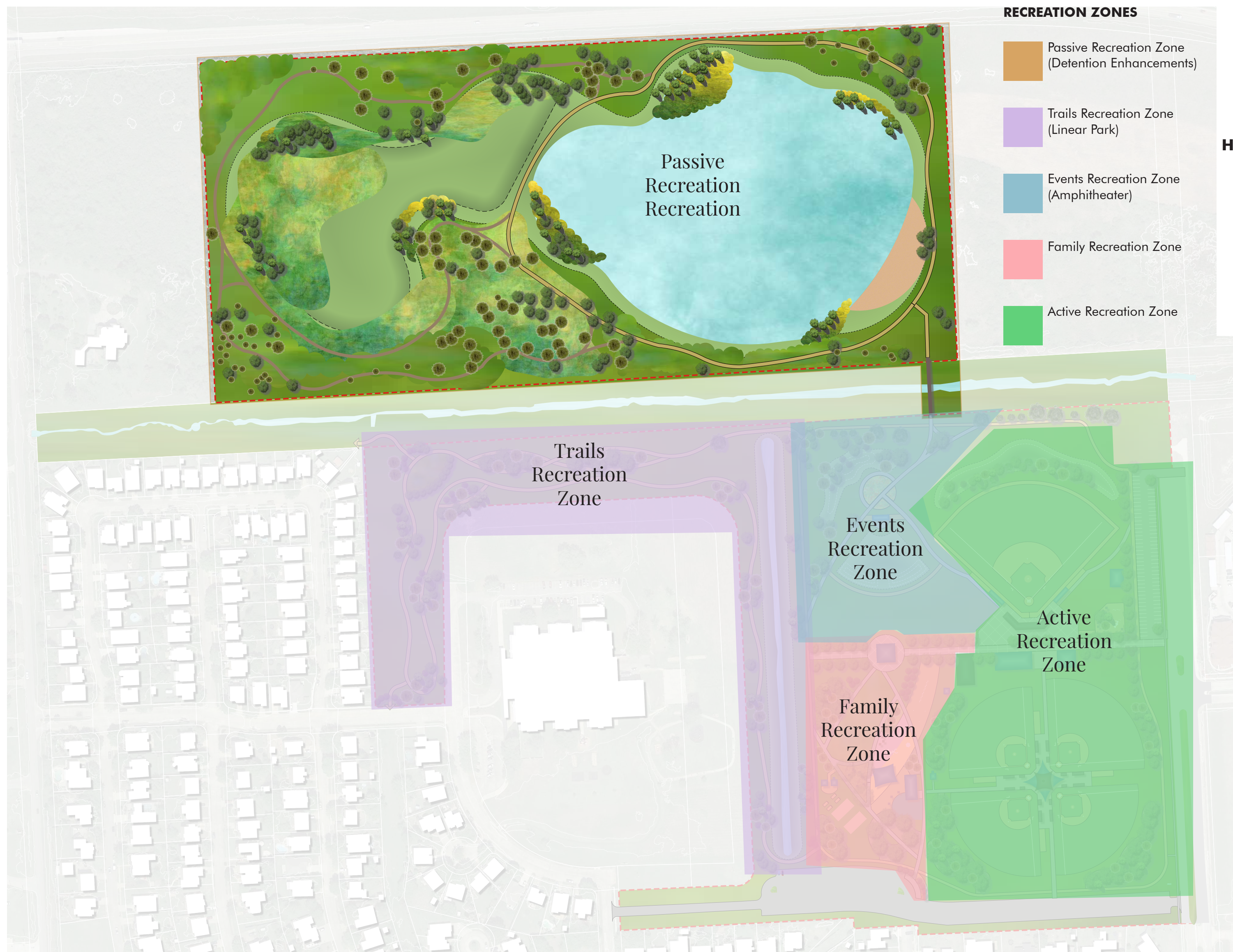
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 07.16.21

SOUTH SIDE PLAN **ALTERNATIVE**

FREEDOM PARK | FINAL MASTER PLAN

ZONE MAP



CONCEPT PLAN



Opinion of Probable Costs **\$559,643.50**

Item / Description	Total Costs
Site	\$10,000.00
Play Amenities/Hardscapes	\$387,600.00
Trails	
Mulch Trails	
Beach	
Pedestrian Bridge	
Signage - Wayfinding	
Furnishings	
Landscape	\$32,895.00
Reforestation	
Prairie	
Wetlands	
Landscape Beds, mulched	
Grass - Fine Grading, Seeded	
Subtotal	\$430,495.00
Contractor's OH/Markup	\$107,623.75
Contingency	\$21,524.75

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INSPIRATION IMAGES



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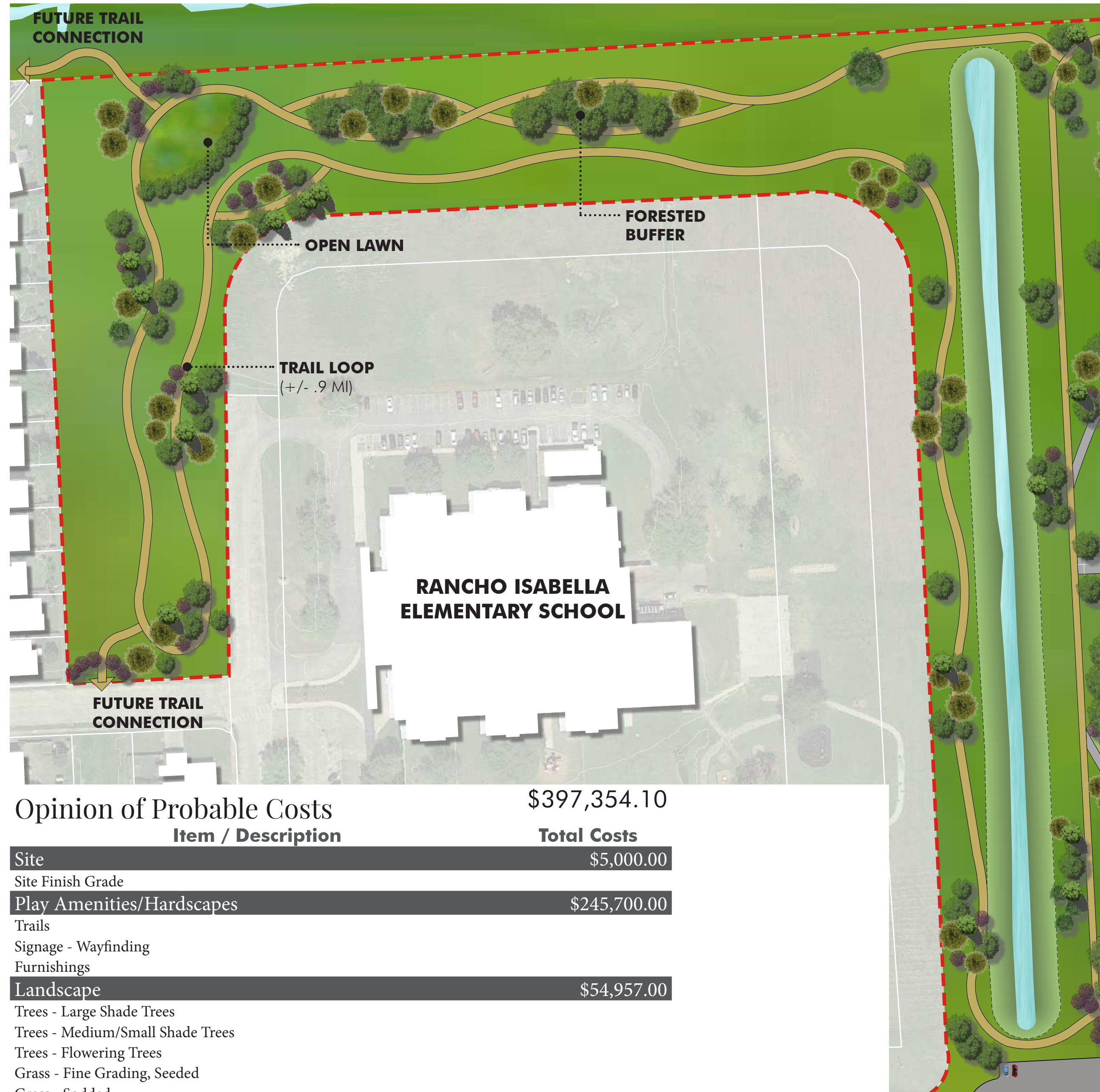
PASSIVE RECREATION ZONE (DETENTION ENHANCEMENTS)

FREEDOM PARK | FINAL MASTER PLAN

ZONE MAP



CONCEPT PLAN



Opinion of Probable Costs

Item / Description	Total Costs
Site	\$5,000.00
Site Finish Grade	
Play Amenities/Hardscapes	\$245,700.00
Trails	
Signage - Wayfinding	
Furnishings	
Landscape	\$54,957.00
Trees - Large Shade Trees	
Trees - Medium/Small Shade Trees	
Trees - Flowering Trees	
Grass - Fine Grading, Seeded	
Grass - Sodded	
Irrigation - Grass	
Irrigation - Trees	
Subtotal	\$305,657.00
Contractor's OH/Markup	\$76,414.25
Contingency	\$15,282.85
Total	\$397,354.10

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INSPIRATION IMAGES



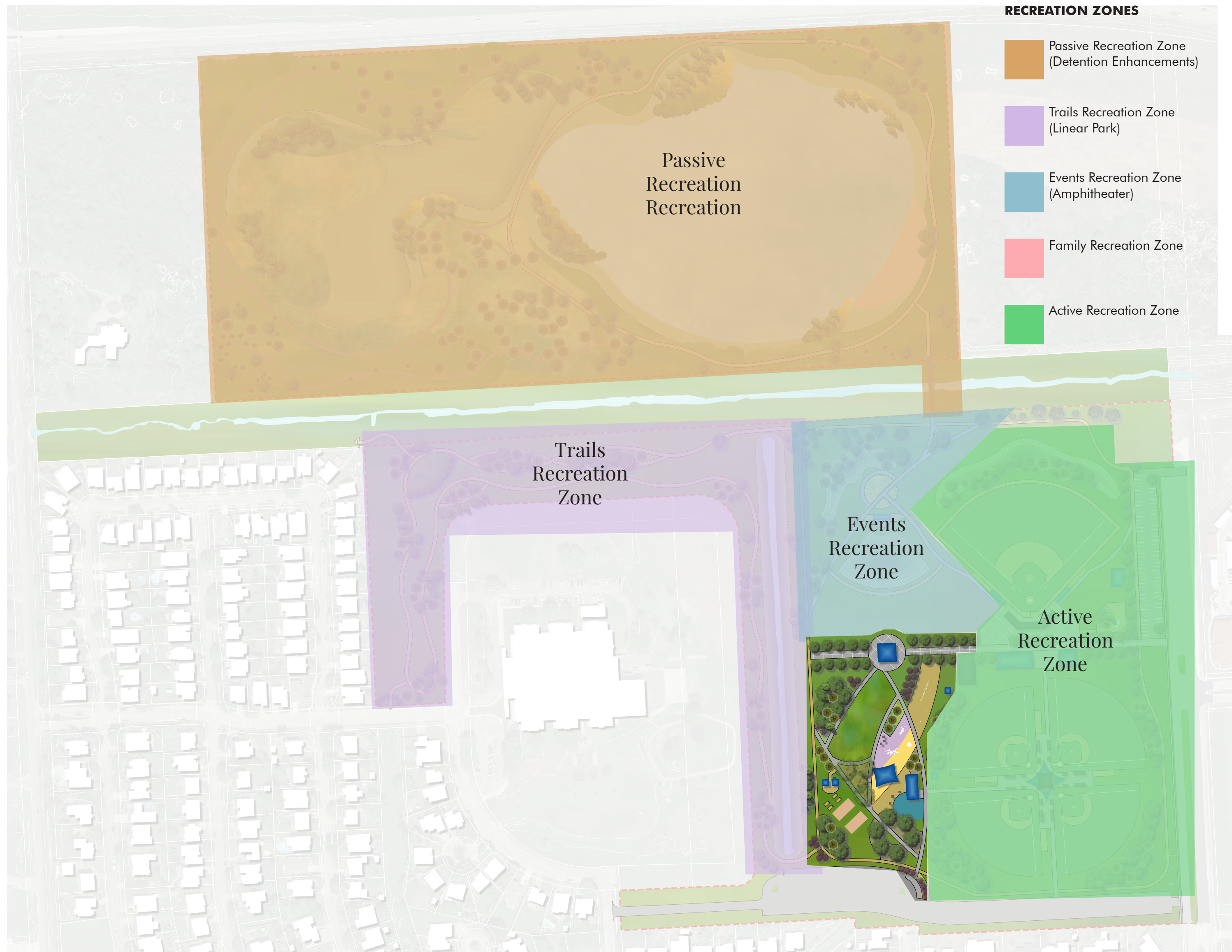
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TRAILS RECREATION ZONE (LINEAR PARK)

FREEDOM PARK | FINAL MASTER PLAN

ZONE MAP



CONCEPT PLAN



Opinion of Probable Costs \$1,841,885.11

Item / Description	Total Costs
Site	\$5,750.00
Site Finish Grade	
Tree Preservation/Protection	
Utilities	\$4,500.00
Water Connection to splash / pavilion	
Electric Connection to pavilion	
Structures	\$520,000.00
Party Pavilion	
Pavilion-Restroom	
Picnic Shelter	
Play Amenities/Hardscapes	\$818,500.00
Sidewalks	
Playground	
Splash Pad	
Sand Volleyball Court/ washers	
Granite Plaza	
Furnishings	
Landscape	\$68,084.70
Trees - Large Shade Trees	
Trees - Medium/Small Shade Trees	
Trees - Flowering Trees	
Mulch - Forested areas	
Grass - Fine Grading, Seeded	
Grass - Sodded	
Irrigation - Grass	
Irrigation - Trees	
Subtotal	\$1,416,834.70
Contractor's OH/Markup	\$354,208.68
Contingency	\$70,841.74

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INSPIRATION IMAGES



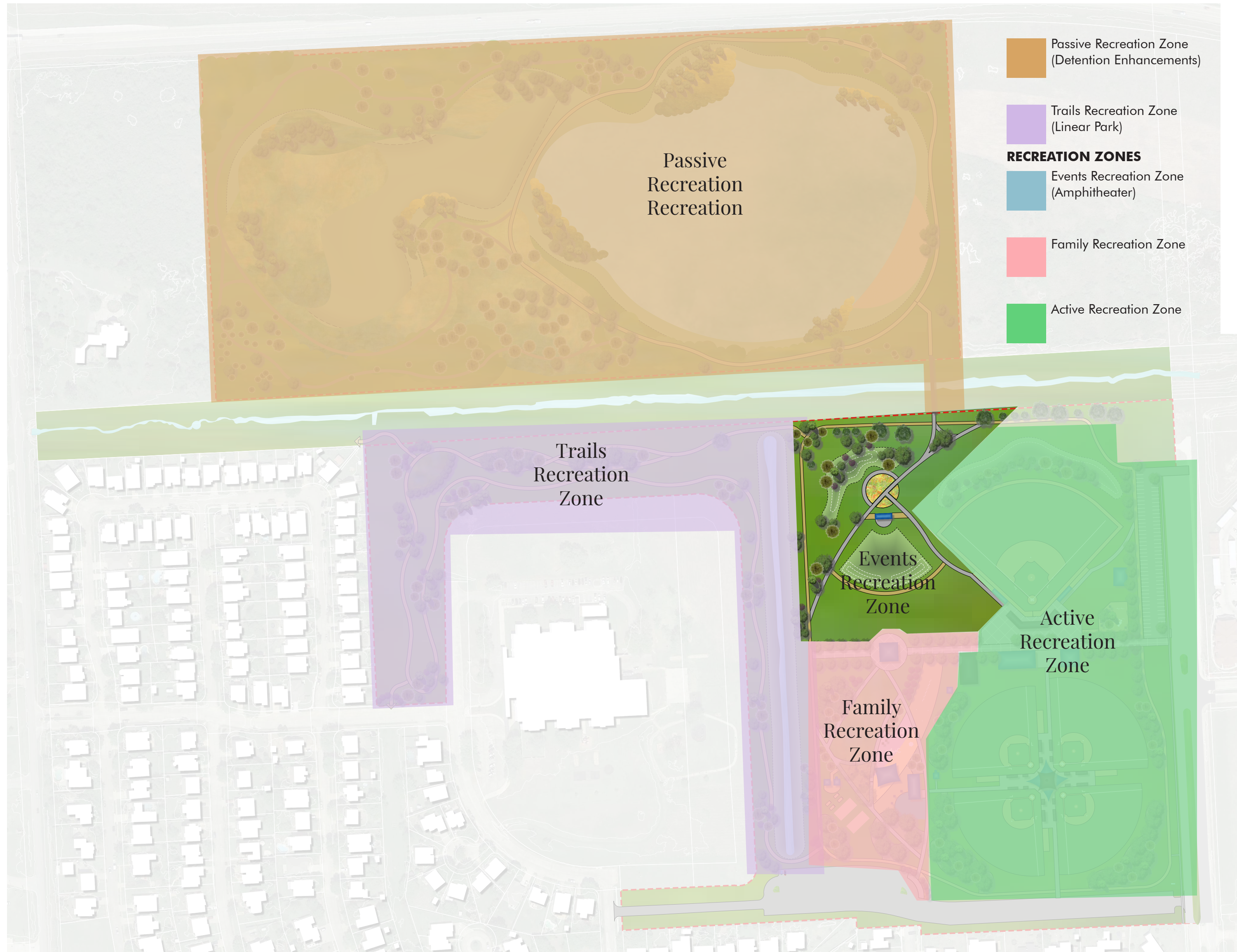
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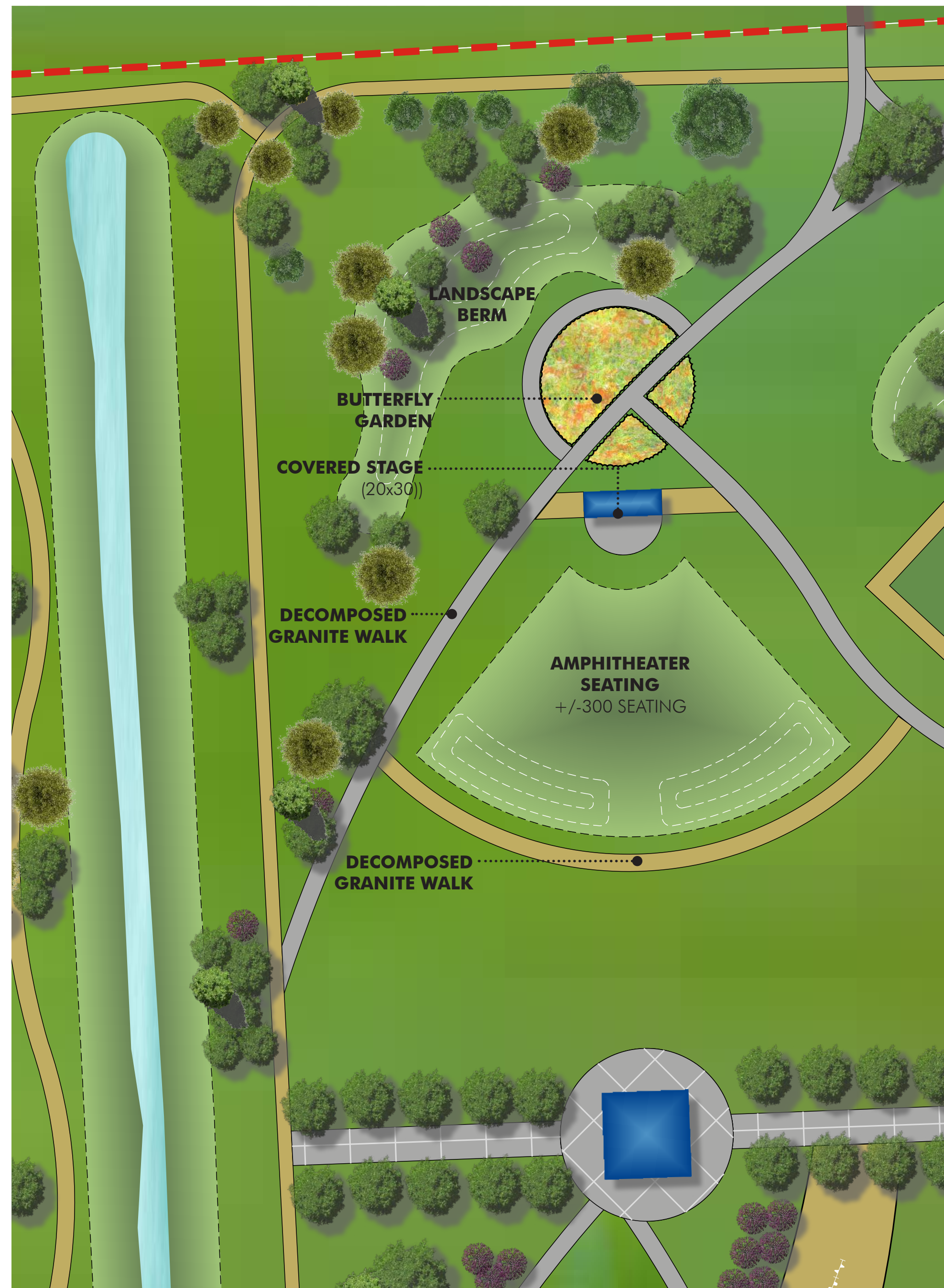
FAMILY RECREATION ZONE

FREEDOM PARK | FINAL MASTER PLAN

ZONE MAP



CONCEPT PLAN



Opinion of Probable Costs		\$416,252.20
Item / Description	Total Costs	
Site	\$6,750.00	
Site Finish Grade		
Tree Preservation/Protection		
Utilities	\$2,500.00	
Electric Connection to pavilion		
Structures	\$150,000.00	
Amphitheater with cover		
Play Amenities/Hardscapes	\$91,450.00	
Sidewalks		
Granite Plaza		
Landscape	\$69,494.00	
Trees - Large Shade Trees		
Trees - Medium/Small Shade Trees		
Trees - Flowering Trees		
Butterfly Garden		
Mulch - Forested areas		
Grass - Fine Grading, Seeded		
Grass - Sodded		
Irrigation - Grass		
Irrigation - Trees		
Subtotal	\$320,194.00	
Contractor's OH/Markup	\$80,048.50	
Contingency	\$16,009.70	

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EVENTS RECREATION ZONE AMPHITHEATER

FREEDOM PARK | FINAL MASTER PLAN

ZONE MAP



CONCEPT PLAN



Opinion of Probable Costs \$2,575,223.04

Item / Description	Total Costs
Site	\$11,000.00
Site Finish Grade	
Tree Preservation/Protection	
Parking	\$199,000.00
Pavement (parking lot and driveways, 6" conc fly ash/lime)	
Curb	
Stripping & Signage	
Parking Lot Lighting - single arm/fixture	
Structures	\$1,240,000.00
325' baseball field	
Covered Batting Cages	
Baseball Core Shade	
Large Pavilion	
Concession Upgrades	
Storage Shed	
Play Amenities/Hardscapes	\$449,750.00
Sidewalks	
Playground Small with fencing	
Granite Plaza	
Trails	
Signage - Wayfinding	
Furnishings	
Landscape	\$81,190.80
Trees - Large Shade Trees	
Trees - Medium/Small Shade Trees	
Trees - Flowering Trees	
Mulch - Forested areas	
Grass - Fine Grading, Seeded	
Grass - Sodded	
Irrigation - Grass	
Irrigation - Trees	
Subtotal	\$1,980,940.80
Contractor's OH/Markup	\$495,235.20
Contingency	\$99,047.04

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ACTIVE RECREATION ZONE

FREEDOM PARK | FINAL MASTER PLAN

ZONE MAP



FREEDOM PARK MASTER PLAN PROPOSED BUDGET

Total Projected Costs	\$5,790,357.95
Recreation Zone Breakdowns	Zone Construction Costs
Recreation Zones	\$5,790,357.95
Events Recreation	\$416,252.20
Family Recreation	\$1,841,885.11
Active Recreation	\$2,575,223.04
Linear Park	\$397,354.10
Detention Improvements	\$559,643.50

FREEDOM PARK MASTER PLAN PROJECTED O&M BUDGET

Freedom Park Maintenance Cost Estimate

Maintenance Task	Area	SF/Hour	Rate	Total Time (per Visit)	Total Cost	# of Visits	Total Annual Hours	Total Annual Cost
Sports Field Maintenance			\$ 180.00	30	\$ 900.00	91	454.00	\$ 13,620
Finish Cut Mowing	277,626	33,000						
Aerate		4 per year						
Fertilize		3 per year						
Weed Control		3 per season						
Overseeding		1 per year						
Skinned Area Repairs		1 per visit						
General Park Maintenance			\$ 80.00	45	\$ 1,275.00	156	1820.00	\$ 51,300
Common Area Mowing	1,565,115	51,750						
Landscape & Irrigation		Per Visit						
Restrooms & Trash		Per Visit						
Trail Maintenance (DG/Nat.)		Per Visit						
Expendables			\$ 1,060	3	\$ 1,060.00	105		\$ 4,120
Chemical, Materials, Etc		Annual Allowance						
Fuel		Per Visit						
General Maintenance		Per Visit						
							Total	\$ 69,040

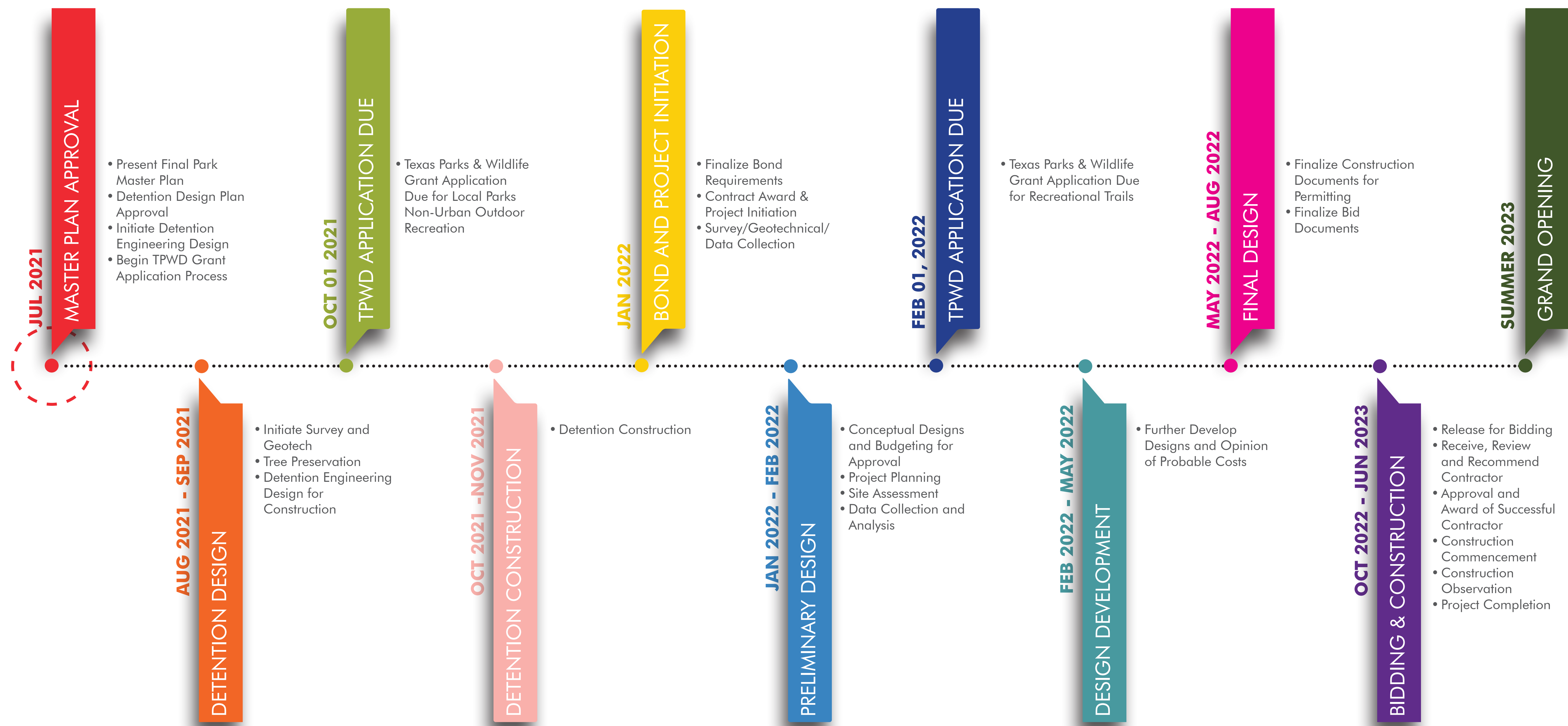
Annual FTE 1.137

OVERALL TOTAL PROJECTED COSTS

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FREEDOM PARK | FINAL MASTER PLAN



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PROJECTED PROJECT TIMELINE



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 27, 2021

PREPARED BY: Lindsay Koskiniemi, CGFO, CPM, Asst. Director Development Services

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on Ordinance No. 20210701-XXX rezoning approximately 1.6871 acres from Chapter 28, Article III, Section 28-57 Commercial-General District to Article III, Section 28-50 Single-Family Attached Residential District (Townhomes) of the Code of Ordinances of the City of Angleton, Texas; providing a severability clause; providing for a penalty; and providing for a repeal and an effective date.

AGENDA ITEM SECTION: Public Hearing

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

This is a request from Dewey Duane Lindsey, to rezone 1.6871 acres of land located on the south side of Clements Street approximately 275 feet west of North Velasco Street.

The Future Land Use Plan from the Angleton Comprehensive Plan Update designates the subject property as being appropriate for Office/Retail, however the property bordering the subject property to the west is designated as appropriate for Multi-Family Residential use.

The Office/Retail category is described in the plan as:

Office/Retail (Coral): This is a new district for Angleton designed to reserve the most desirable retail areas for office and retail uses, such as sites along SH 288. Office/Retail areas capture many of the locations in Angleton offering the high visibility needed for retail activity. In several instances, such as along SH 288, SH 288 and Business 288, the Office/Retail also serves as a buffer between arterial traffic and low-density residential areas.

The Multi-Family Residential category is described in the plan as:

Multi-Family (Dark Yellow): Multifamily represents structures of more than two units. While single family and duplex units may be included, the role of multifamily activity is to permit structures of higher density. Accessory uses such as recreation facilities, services and limited commercial activity, such as first floor commercial with residential structures above are appropriate. The zoning ordinance should provide for varying densities and development types through different zoning districts.

The proposed rezoning is further supported by Goals 1 & 2 of Chapter 8 Housing of the Comprehensive Plan.

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

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

Existing Land Use and Zoning

North: Undeveloped land.

East: Westport Apartments in the zoning district MFR-29, Multi-Family Residential.

South: Drainage easement and undeveloped tract in the C-G, Commercial-General zoning district.

West: Guadalajara Grill restaurant and TitleMax Title Loans in the zoning district C-G, Commercial-General.

The subject property is located on Clements Street to the west of the Business 288, also known as North Valderas Street. Clements Street is not designated in the Mobility Plan for any future use as a proposed arterial or major or minor collector. Clements Street terminates to the west with a cul-de-sac, and the property at the end of the Clements Street is occupied by the Westport Apartment complex. Therefore, there is no future plan to extend the roadway. Business 288 is designated as an existing arterial.

The maximum possibly density that could be achieved by re-zoning this area will not have a significant effect on the traffic impact to Business 288. Furthermore, there is a median cut along Business 288 at the intersection of Clements Street and Business 288, therefore drivers entering Business 288 from Clements Street have access to north and south bound directions of Business 288.

The proposed rezoning, while inconsistent with the Future Land Use Plan, is supported by Chapter 8 Housing, Goals 1 & 2 and adheres to the existing development pattern in the area. The proposed rezoning and any subsequent development of the property will have little impact upon the City's infrastructure.

The Planning and Zoning Commission held a public hearing on July 1, 2021 and unanimously (5 in-favor/0 opposed/2 absent) recommended approval of the ordinance rezoning an approximate 1.6871 acres from the Commercial-General District to the Single-Family Attached (Townhomes) District.

RECOMMENDATION:

Staff recommends approval of the request to rezone the approximate 1.6871 acres from the C-G district to SFA district.

SUGGESTED MOTION:

I move we approve the request to rezone the approximate 1.6871 acres from the C-G district to SFA district.

ORDINANCE NO. 20210727-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS REZONING 1.6871 ACRES FROM ARTICLE III ZONING DISTRICTS SECTION 28-57 C-G - COMMERCIAL-GENERAL DISTRICT TO ARTICLE III ZONING DISTRICTS SECTION 28-50 SFA-SINGLE-FAMILY ATTACHED RESIDENTIAL DISTRICT (TOWNHOMES) OF THE CODE OF ORDINANCES CITY OF ANGLETON, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR REPEAL AND AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 211 of the Texas Local Government Code to promulgate rules and regulations governing regulation of land use, structures, businesses, and related activities; and

WHEREAS, the City Council further finds that the rules and regulations governing land use, structures, and related activities within the territorial limits of the City promote the safe, orderly, and healthful development of the City; and

WHEREAS, on July 1, 2021 the Angleton Planning and Zoning Commission conducted a public hearing regarding a request by Dewey Duane Lindsey to rezone 1.6871 acres from Article III Zoning Districts Section 28-57 C-G – Commercial General District to the Article III Zoning Districts Section 28-50 SFA Single-Family Attached Residential District (Townhomes) of the Code of Ordinances City of Angleton, Texas following lawful publication of the notice of said public hearing; and

WHEREAS, on July 1, 2021 after considering the public testimony received at such hearing, if any, the Planning and Zoning Commission has recommended that the request by Dewey Duane Lindsey, to rezone 1.6871 acres from Article III Zoning Districts Section 28-57 C-G – Commercial General District to the Article III Zoning Districts Section 28-50 SFA Single-Family Attached Residential District (Townhomes) be approved; and

WHEREAS, on July 27, 2021 the City Council of the City of Angleton conducted a public hearing regarding a request by Dewey Duane Lindsey, to rezone 1.6871 acres from Article III Zoning Districts Section 28-57 C-G – Commercial General District to the Article III Zoning Districts Section 28-50 SFA Single-Family Attached Residential District (Townhomes) of the Code of Ordinances City of Angleton, Texas; and

WHEREAS, on July 27, 2021 the City Council of the City of Angleton, Texas approved the request by Dewey Duane Lindsey, to rezone 1.6871 acres from Article III Zoning Districts Section 28-57 C-G – Commercial General District to the Article III Zoning Districts Section 28-50 SFA Single-Family Attached Residential District (Townhomes) of the Code of Ordinances City of Angleton, Texas; and

WHEREAS, each and every applicable requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code and the Code of Ordinance of the City of Angleton, Texas, concerning public notices, hearings and other procedural matters have been fully met; and

WHEREAS, the City Council desires to rezone 1.6871 acres from Article III Zoning Districts Section 28-57 C-G – Commercial General District to the Article III Zoning Districts Section 28-50 SFA Single-Family Attached Residential District (Townhomes) of the Code of Ordinances, City of Angleton, Texas;

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

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

SECTION 2. The request by Dewey Duane Lindsey, to rezone 1.6871 acres, as described in Exhibit “A,” from Article III Zoning Districts Section 28-57 C-G – Commercial General District to the Article III Zoning Districts Section 28-50 SFA Single-Family Attached Residential District (Townhomes) of the Code of Ordinances, City of Angleton, Texas be approved.

SECTION 3. Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than Two Thousand and No/100 Dollars (\$2,000.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of the Ordinance occurs shall constitute a separate offense.

SECTION 4. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 5. In the event any clause, phrase provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be on or more parts.

SECTION 6. This ordinance shall be effective and in full force immediately upon its adoption.

SECTION 7. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code

PASSED AND APPROVED THIS THE 27TH DAY OF JULY 2021.

CITY OF ANGLETON, TEXAS

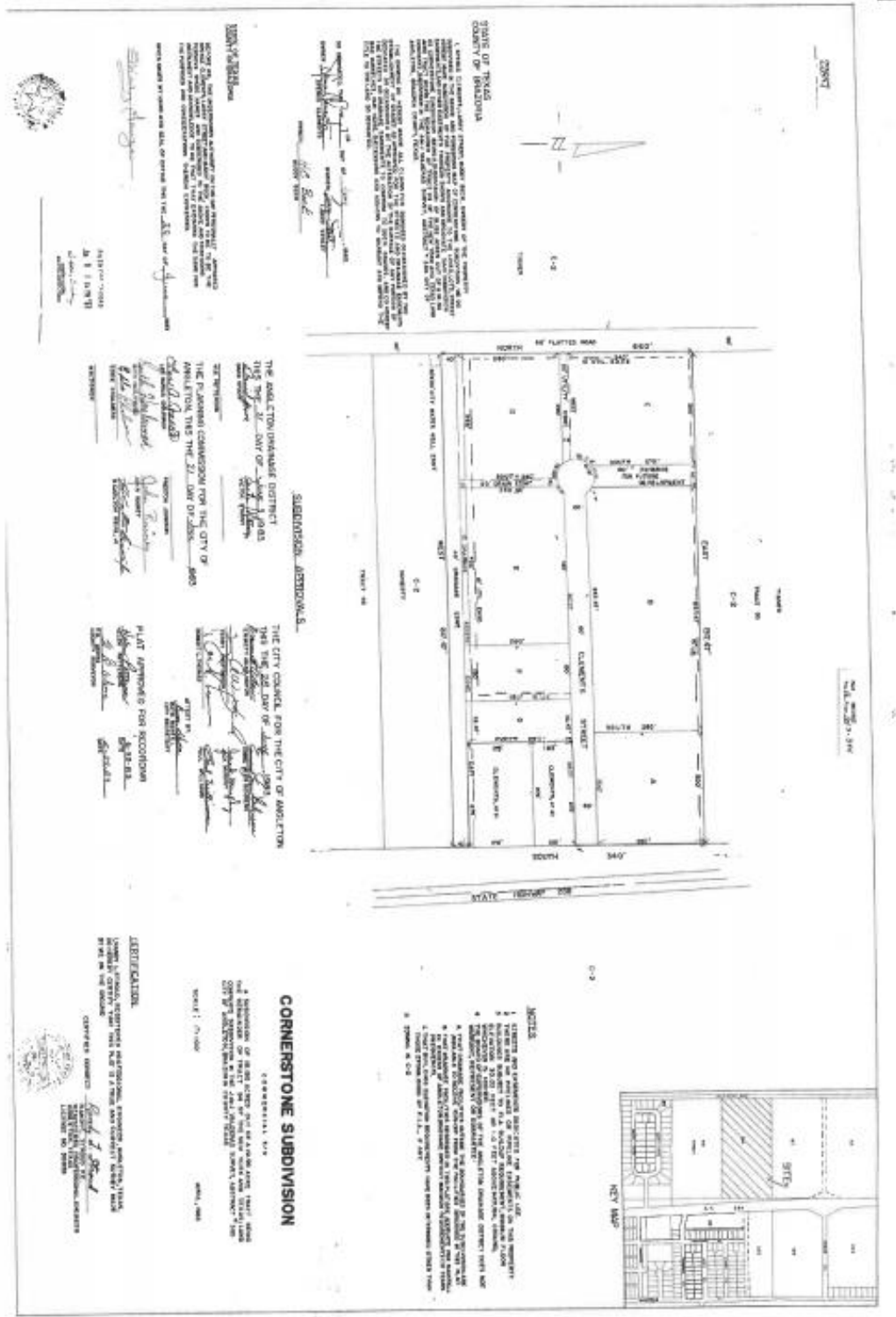
Jason Perez
Mayor

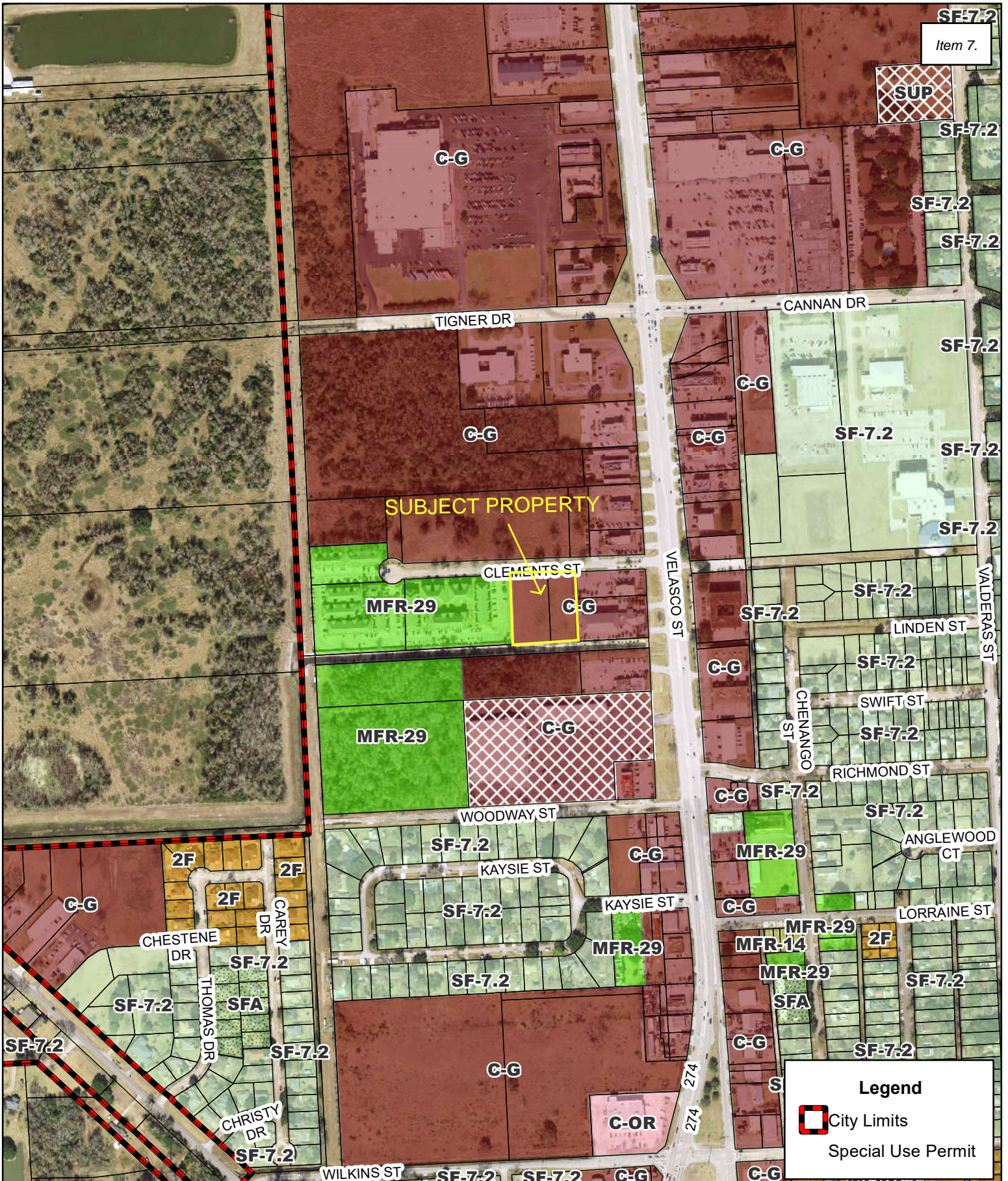
ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A

Being a tract of land containing 1.6871 acres located within Tract 94 of the New York and Texas Land Companys Subdivision in the J de J Valderas Survey, Abstract Number (No.) 380 in Brazoria County, Texas; Said 1.6871 acres being all of Lots F and G.





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.



Operated by:
 City of Angleton
 121 S. Velasco St.
 Angleton, TX 77515
 979-849-4364

City of Angleton GIS Mapping

1" = 494'

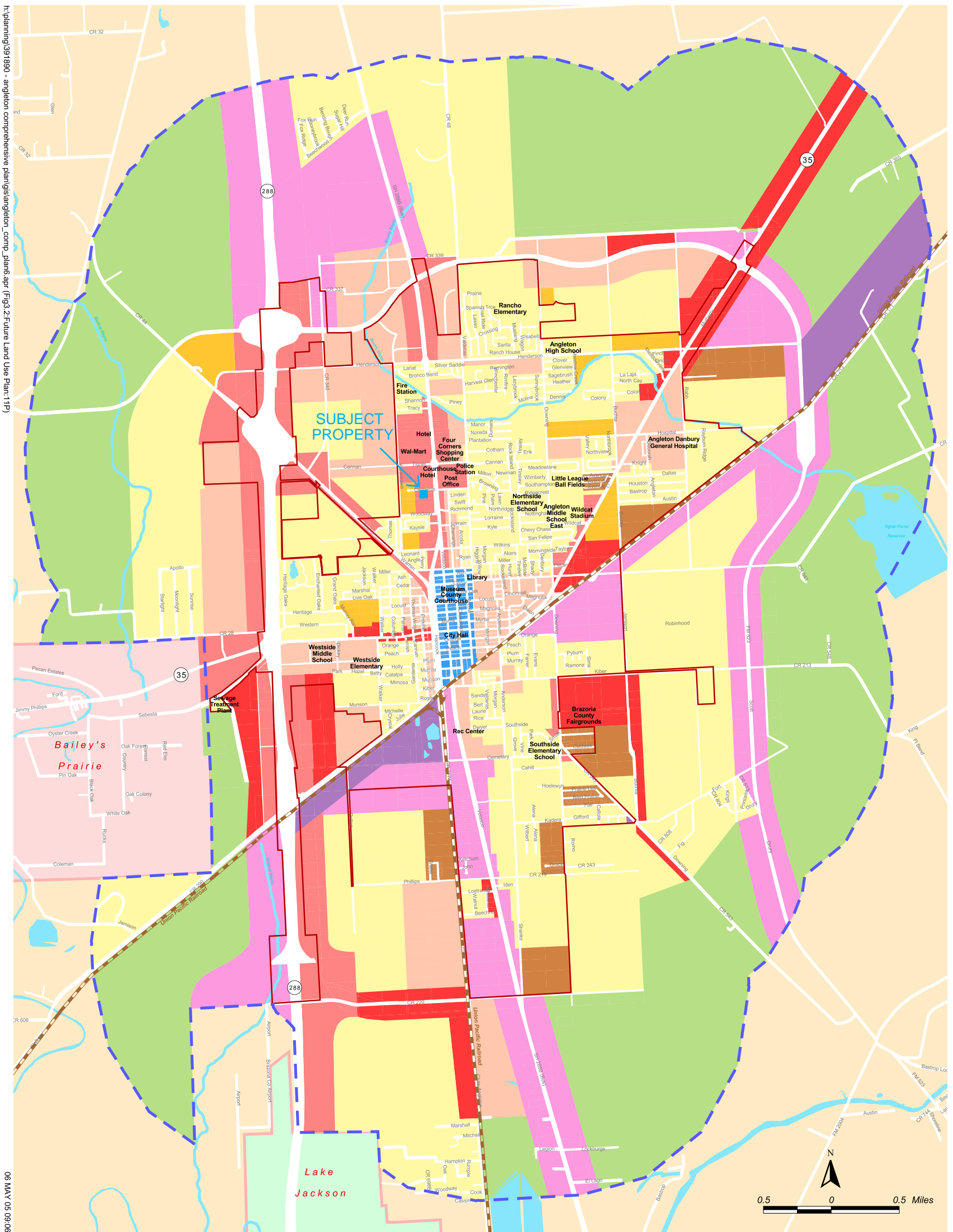


Figure 3.2
Future Land Use Plan

- | | |
|--|-----------------------|
| Agricultural | Industrial/Commercial |
| Single Family Residential | Industrial |
| Multi-Family Residential | Downtown |
| Manufactured Housing | Right Of Way |
| Office/Retail/Multi-Family Residential | Angleton Study Area |
| Office/Retail | Angleton City Limits |
| Commercial | |

NOTE: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.





AGENDA ITEM SUMMARY FORM

MEETING DATE: July 27, 2021

PREPARED BY: Kyle Reynolds

AGENDA CONTENT: Discussion and possible action on a proposal from Jaco Roofing & Construction, Inc. for Duro-last mechanically fastened roof system.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: 0.00

FUNDS REQUESTED: \$49,800.00

FUND: EnterTextHere

EXECUTIVE SUMMARY:

The Court side roof is a metal roof. The roof is original with numerous leaks. The metal gutters are around the edge of the roof are rusted. The Courtside roof is not the best design being there is a 3ft parapet wall around the outside of the building. The new roof would be 50mil pvc membrane on the roof and walls with a metal fascia trim. This design would give it a one-piece seamless design and eliminate all the seams and screws which tend to leak.

RECOMMENDATION:

Staff recommends approval.



Proposal - Based on Contract #180702 with TIPS

June 7, 2021

City of Angleton
121 S. Velasco St.
Angleton, TX 77515

RE: DURO-LAST MECHANICALLY FASTENED ROOF SYSTEM OVER EXISTING ROOF @ MUNICIPAL COURT BUILDING METAL ROOF AREA, APPROXIMATELY 8,350 SQ. FT. OF ROOF AND PARAPET WALLS

We hereby propose to furnish the necessary labor, material, equipment, insurance and supervision to install a 15-year labor and material, no-dollar limit, transferable, Duro-Last warranted roof system on the above referenced project. The Duro-Last warranty also does not exclude ponding water, as do most other warranted systems. This proposal is based on utilizing the following material and qualifications:

1. Duro-Last 50 mil. white PVC reinforced membrane on the roof and walls.
2. Duro-Last 4" fascia bar with metal fascia trim (owner to choose color).
3. Flute Filler: EPS flute fill 1.0# density, to be installed in between the ribs of the metal roof.
4. Cover Board: 1" thick PolyISO insulation cover board installed over the flute filler.
5. Duro-Last accessories to make system complete such as but not limited to pre-fabricated curbs, boots, parapets sheets, screws, caulk, plates and etc. per Duro-Last Roofing, Inc. manufacturer's specifications.

Qualifications/Clarifications:

1. Reuse the existing gutters, and line them with Duro-Last membrane for a monolithic roof system.
2. Includes full flashing/membrane coverage of the existing parapet walls.
3. Walkpads are not included, not needed.
4. Proposal based on overlaying of existing roof, per manufacturer specifications.
5. Wood blocking is included per manufacturer specifications.
6. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by a subcontractor of Owner's choice at Owner's expense.
7. Jaco Roofing & Construction, Inc. is not responsible for existing building conditions; Although Jaco Roofing & Construction, Inc. will take standard caution in loading the roof prior to installation, some leaks may occur due to the existing condition of the roof. Jaco Roofing & Construction, Inc. will not be responsible for leaks or possible interior damage.
8. Jaco Roofing & Construction, Inc. is not responsible for the calibration, recalibration, readjustment and/or testing on any electronic equipment such as but not limited to satellite dish, camera security, communication equipment, GPS devices, or recertification of lightning rods (grounding system).
9. **This proposal is intended and shall become in its entirety part of, as if attached and/or written into any other purchase order, contract, or letter of acceptance, written or issued by the owner and is intended and agreed upon to be an integral part of any contract agreement between the parties. There shall be no changes, exclusions, or revisions made to the proposal without explicit agreement and acknowledgement by Jaco Roofing and Construction, Inc.**

1725 S. Velasco – Angleton, TX 77515
(979)265-6101
Fax (979) 265-6448

"Duro-Last Platinum Contractor"
1-800-265-JACO
www.jacoroofting.com
info@jacoroofting.com

Mailing Address:
P. O. Box 937
Clute, TX 77531

- 10. This pricing proposal was developed using Jaco's contract number 180702 with the Interlocal Purchasing Systems (TIPS). If this proposal is accepted, the Jaco TIPS price schedule, terms and conditions will be applied. A purchase order, Notice to Proceed or AIA document will need to be sent to TIPS Purchasing @ tjpspo@tips-usa.com.
- 11. Windstorm inspection is included for roof system only; HVAC or other components are not included in certification.
- 12. City permit is included.
- 13. State and local taxes are not included.
- 14. Bond is not included.
- 15. Quotation based on Jaco's Standard Insurance Limits; 1 Million General Liability, 2 Million General Aggregate with 10 Million Excess/Umbrella Liability, 1 Million Automobile Liability.
- 16. Payment terms: One half of contract amount due upon reroof commencement, with progress billing thereafter of 100% labor and material stored or utilized on project. All invoices are due on/or before 10 days after receipt unless otherwise agreed upon.
- 17. Price subject to change if not accepted within 20 days of quote date due to fluctuation of material market.
- 18. Buyer can cancel this contract within 3 days without penalty.

TOTAL PROPOSAL \$49,800.00

Respectfully Submitted,

JACO ROOFING & CONSTRUCTION, INC.

Wayne Parker
Sales Manager

Agreed and Accepted:

By:

(Authorized Signing Officer)

(Printed Name)

(Title)

(Date)



THE INTERLOCAL PURCHASING SYSTEM

Jaco Roofing
1-800-265-5226 **& CONSTRUCTION, INC.**









AGENDA ITEM SUMMARY FORM

MEETING DATE: July 27, 2021

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and possible action on an amendment to the contract for AWIA Risk & Resiliency Assessment, AWIA Emergency Response Plan, and TCEQ Emergency Preparedness Plan.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT:
\$50,000

FUNDS REQUESTED: \$45,000

FUND:

EXECUTIVE SUMMARY:

HDR presented the Final Risk and Resiliency Assessment (RRA) Report which is the first phase of the America's Water Infrastructure Act of 2018 (AWIA) to City Council during Executive Session on June 23, 2021 and the City successfully certified compliance online to the Environmental Protection Agency (EPA) on June 24, 2021. AWIA also requires the City to submit a separate letter of certification to the EPA for an Emergency Response Plan (ERP) within six (6) months after certification of the RRA. For the City, the compliance deadline for submittal of the ERP is December 24, 2021. On February 9, 2021, the City of Angleton approved the update to the ERP for a not to exceed amount of \$50,000 (See attachment meeting minutes).

In addition, the Texas Government enacted Senate Bill 3 on June 8, 2021 which will require the City to develop and implement an Emergency Preparedness Plan (EPP) to keep their utility services operating during an extended power outage.

HDR has went back and performed a level of effort and can perform both the update to the ERP and EPP for a total amount of \$45,000 (see attached proposal). This is within the previously approved \$50,000 at the February 9th meeting.

RECOMMENDATION:

Staff recommends Council approve with both the ERP and EPP for the not to exceed amount of \$45,000.



July 27, 2021

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

**Re: Amendment #1 to Contract for AWIA Risk & Resiliency Assessment
 AWIA Emergency Response Plan & TCEQ Emergency Preparedness Plan**

Dear Mr. Whittaker:

HDR Engineering, Inc. (HDR) previously entered into a Professional Engineering Services Contract with the City of Angleton (City) on August 12, 2020 to perform a Risk and Resiliency Assessment (RRA) on the City's public water system as required by the America's Water Infrastructure Act of 2018 (AWIA). HDR presented the Final RRA Report to City Council during Executive Session on June 23, 2021 and the City successfully certified compliance online to the Environmental Protection Agency (EPA) on June 24, 2021.

AWIA also requires the City to submit a separate letter of certification to the EPA for an Emergency Response Plan (ERP) within six (6) months after certification of the RRA. For the City, the compliance deadline for submittal of the ERP is December 24, 2021.

In addition, the Texas Government enacted Senate Bill 3 on June 8, 2021 which will require the City to develop and implement an Emergency Preparedness Plan (EPP) to keep their utility services operating during an extended power outage. Key deadlines for compliance with this law are as follows:

- By Nov. 1, 2021: Identify critical water and wastewater facilities and notify the electrical provider(s) that they qualify for critical load status.
- By March 1, 2022: Submit the EPP, as well as a timeline for implementing it, to the Texas Commission on Environmental Quality (TCEQ) for approval.
- By July 1, 2022: Start implementing the EPP.

HDR has therefore prepared this Contract Amendment in order to assist the City in the creation of the required ERP and EPP to ensure compliance with AWIA and Texas Senate Bill 3. For your convenience, this proposal consists of a General Overview, Project Approach, AWIA Small System Assessment Standards, Scope of Services, Fees, Schedule, and Terms and Conditions Sections.

GENERAL OVERVIEW:

Emergency Response Plan:

As defined by AWIA, the ERP must contain the following elements:

- Strategies and resources to improve the resilience of the public water system, including the physical security and cybersecurity of the system;

hdrinc.com

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

- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
- Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers; and
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

Elements of the ERP can be developed using applicable information from existing emergency plans and is required to include response protocols for the types of emergencies or events identified as a threat during the RRA. The suggested format for the ERP is based on the Federal Emergency Management Agency Comprehensive Preparedness Guide (CPG101) and on American Water Works Association Guidance M19, with sections including the basic plan, hazard-specific procedures, and communication/coordination information. Community water systems shall, to the extent possible, coordinate with local emergency planning committees established under the Emergency Planning and Community Right-To-Know Act of 1986 when preparing or revising an assessment or emergency response plan under AWIA. Further, systems must maintain a copy of the RRA and ERP for five (5) years after certifying the plan to the EPA.

Emergency Preparedness Plan:

Following widespread power loss and grid instability during Winter Storm Uri in February 2021, the State of Texas's legislature passed Senate Bill 3 (SB 3) that outlines requirements to weatherize power production and key infrastructure. This includes requirements for public water suppliers to demonstrate their ability to provide emergency operations during extended power outages, defined as lasting more than 24 hours. This bill requires utilities serving more than one (1) customer to submit an EPP to confirm that the utility can continue to operate the facility at 20 psi or greater during an extended power outage. The results of this assessment are to be included in the State required EPP and submitted to the TCEQ.

PROJECT APPROACH:

While the EPA's ERP and the TCEQ's EPP are very different, these efforts are linked through a common risk management and emergency preparedness and response goal. Given the timing of these two independent regulatory requirements, there is value and additional efficiencies gained by coordinating these programs under one work plan.

HDR will assist the City in the preparation of its Drinking Water ERP under the EPA/AWIA requirements and support the City in its compliance with TCEQ's EPP requirements. To meet the City's unique needs, the project team can leverage risk priorities identified through the AWIA RRA process to promote effective emergency preparedness and response. The joint preparation of these three plans allows an integrated and consistent emergency preparedness organization, which benefits the City staff and all those served in the community.

The City's current Emergency Management Plan and associated documentation will be reviewed by HDR to extract elements that support compliance with AWIA requirements for the City's public water system. The ANSI/AWWA G440 Emergency Preparedness Practices will be used as a baseline for ERP best practices and content and TCEQ's provided template for SB 3 and EPP plans will be used

as the basis for the City's SB 3 compliance needs. Based on this "gap assessment", HDR will identify gaps and areas for improvement to target where additional planning is needed.

The ERP will be prepared using the ANSI/AWWA G440-17, Emergency Preparedness Practices Standard. In general, the tasks for the updated ERP will utilize a workshop approach to comply with the ERP portions of AWIA and facilitate a collaborative process. Following the gap assessment of ERP needs, HDR will guide the City to develop checklists for responses to specific threats. HDR will then prepare an ERP utilizing City provided information. In general, the tasks for the updated ERP would include the following:

- Revisions to or creation of emergency action checklists for threats/hazards relevant to the City. These may have actions for mitigation, preparedness, response, and recovery phases of an emergency.
- Establishment of framework for the ERP contents, derivation of communication contacts and protocols, and process for continual updates to the ERP.

In addition to the Federal AWIA requirements, HDR will support the City in providing guidance and support services for the development of the TCEQ driven EPP as outlined by Texas State Bill 3.

AWIA SMALL SYSTEM ASSESSMENT STANDARDS:

Based on the designated project approach, HDR proposes to use the following standards and reference documents to prepare this ERP:

1. Reference Document: ANSI/AWWA G440-17, Emergency Preparedness Practices, Revised August 2017.
2. Reference Document: M19 Emergency Planning for Water and Wastewater Utilities, American Water Works Association, Fifth Edition, 2018

In addition to the use of appropriate standards, HDR will maintain an information and file management structure to protect the confidential nature of the material provided and exchanged during the course of this project. This confidentiality is further supported as an exemption to the Federal Freedom of Information Act (FOIA), allowing utilities to keep this information confidential. During the initial organizational phases, HDR will discuss security guidelines with project participants and how to apply them. Consistent with the work performed during the recent RRA program, a secure file-sharing system will be used for the remote transfer of sensitive information between HDR and the City through the course of this project.

SCOPE OF SERVICES:

HDR's proposed scope of work for completing the ERP and EPP is described below.

I. Project Management

- This task will be used to establish coordination between HDR and the City and provide overall management and quality control of the project. The initiation activities will include a project kickoff meeting with key team members from HDR and the City.
- HDR will conduct a Kick-Off Meeting with the City to detail the project schedule, review the work plan, and identify City Staff to participate in ERP development (including utility leaders, finance, human resources, operations, field, and customer-service staff as well as potential non-utility agency staff such as from police or fire departments who may be asked to be part of the ERP Team), discuss utility background/history in emergencies and emergency exercises, and identify any additional information to be reviewed.

- Information such as existing emergency plans/information that is provided electronically by the City will be reviewed by the HDR team prior to before the kickoff meeting.
- Tasks include project contracting and set-up activities, coordination of project activities, and monitoring adherence with the scope of services.
- HDR will manage the project budget and schedule, prepare monthly invoices, and coordinate quality assurance and quality control (QA/QC) of the tasks and deliverables throughout the project.

Deliverables:

- Kickoff Meeting Agenda.
- HDR will provide a summary of meetings within two weeks of meeting completion to summarize major discussion items, issues, and action items.
- File sharing information and instructions.
- Monthly invoices and supporting materials.

Meetings:

- Emergency Planning Kick-Off Meeting.

Assumptions:

- Deliverables will be provided to attendees and others in electronic (PDF) format.
- The Kick-Off Meeting will be hosted by HDR and can be held in-person at a City facility with virtual participation as required or be held completely virtual upon City preference. If a virtual meeting is required, participating City staff will have access to a computer or tablet to be fully engaged with this format.
- The City will be available for workshops and meetings related to this task.

II. Data Review and Collection

- The City's current emergency planning related documents will be reviewed by HDR for compliance with AWIA requirements and establish what baseline information is available for compliance with SB 3. HDR will use ANSI/AWWA G440 Emergency Preparedness Practices and EPA example templates as well as the TCEQ provided templates for the best practices and content for these emergency planning program efforts.
- HDR will summarize the outcomes of the information gap assessment required for full AWIA and TCEQ compliance. Existing documentation will be assessed against AWIA requirements and industry best practices. The final document will include an overview of requirements, the identification of gaps and areas for improvement, and a recommended improvement plan to resolve identified areas of improvement.
- Following the review of emergency planning documentation from the City, HDR will provide a written data request of the data and information of any additional required information to support the development of the City's ERP. These items may include lists of emergency response supplies and employee and vendor contact lists.

Deliverables:

- Summary documentation of information review and data gaps.

Assumptions:

- Deliverables will be provided to attendees and others in electronic (PDF) format.

- The City will provide access to facility, planning, policy, and procedure information as applicable to project scope.
- Facility specific information provided by the City will represent the most accurate information available.

III. Emergency Response Plan

- **Workshop #1 – Information Collection**
 - HDR will conduct an ERP Workshop #1 with the City ERP Team and representatives from outside agencies such as emergency management, police, fire, HAZMAT, TCEQ, and others related to emergency response. It is paramount that decision-makers for the City attend this workshop so that the contents of the ERP contain procedures with leadership approval.
 - This workshop will include identification and initial development of up to eight (8) procedures for incident specific emergency response (including responses to the top threats identified in the RRA). HDR will utilize and further develop the City's existing response actions in development of these procedures.
 - The City will develop these procedures with HDR facilitation and utilize up to two (2) virtual follow-up check-in meetings to support procedure development.
 - The City will designate the incident management team, including identifying two people for each role. Attendees will also discuss resiliency measures and equipment needed.
- **Workshop #2 – Draft Emergency Plan**
 - Based on information gained from earlier tasks on existing the City's emergency plans and on industry guidance, HDR will draft the ERP. The document will be reviewed during ERP Workshop #2 with the City's ERP Team. The workshop will consist of an overview and discussions to check the information throughout the document.
 - HDR will update the draft ERP and deliver a final ERP document.
 - The City will then certify online to the Administrator of the EPA that the ERP has been completed and provide HDR a copy of the receipt email. Such certification will remain valid for five (5) years. It is recommended that the City perform a review yearly and significant revision after four years, recertifying to EPA following each revision.

Deliverables:

- Meeting and Workshop Agendas.
- HDR will provide a meeting or workshop summary within two weeks of meeting or workshop completion to the City.
- Draft ERP (electronic version (PDF) only).
- Final ERP (electronic (PDF) and one (1) hard copy).

Meetings:

- ERP Workshop #1 (up to four (4) hours duration).
- Virtual Only Check-In Meetings (up to 2 meetings).
- ERP Workshop #2 (up to two (2) hours duration).

Assumptions:

- Deliverables will be provided to attendees and others in electronic (PDF) format.
- The Workshops will be hosted by HDR and can be held in-person at a City facility with virtual participation as required or be held completely virtual upon City preference. If a virtual meeting is required, participating City staff will have access to a computer or tablet to be fully engaged with this format.
- The City will be available for workshops and meetings related to this task.
- The City will provide data as requested by HDR.
- The City will coordinate with non-utility agency staff (such as from police or fire departments) who are part of the ERP Team.
- The City will provide HDR with an updated list of emergency contacts for HDR to include in the ERP.
- The City will provide additional changes/comments on the draft ERP within ten (10) days after the workshop.
- All existing documents will be provided by the City in electronic files which can be utilized in the ERP.
- The City will file certification online to the Administrator of the EPA following completion of the ERP.

IV. Emergency Preparedness Plan Support Services

In response to the State of Texas Senate Bill 3, the City will develop an EPP that demonstrates the City's ability to provide emergency operations during extended power outages, which is defined as lasting for more than 24 hours. During extended power outages, the City will need to ensure continued operation of its water system and provide a minimum of 20 psi pressure in the distribution system during an 'extreme weather emergency' of below freezing conditions (28 degrees). Given the unknown nature of the breadth of services that the City may require for EPP compliance at this time, a list of potential support services that may be provided are outlined below.

- HDR may assist the City to determine water demands during extended power outage during high summer months and winter freeze events.
- HDR may provide hydraulic modeling expertise to guide evaluation of the potable water distribution system to determine alternative methods to maintain a minimum 20 psi in the distribution system during extended power outage.
- HDR may support evaluation of the assessment and alternatives for emergency power supply needs and opportunities.
- HDR can support EPP documentation development and/or support completion of the TCEQ provided EPP template.

Deliverables:

- Provide support content for Draft and Final EPP Document.

Meetings:

- Virtual Meetings as required or in conjunction with ERP Workshop Meetings.

Assumptions:

- Deliverables will be provided to attendees and others in electronic (PDF) format.
- Although the final date for approval of the Emergency Preparedness Plan by the TCEQ is July 1, 2022, it is assumed that the City will inform its electrical provider(s) by November 1, 2021 which facilities should be designated as a critical load facilities.
- The City will provide access to facility, planning, policy, and procedure information as applicable to project scope.
- Facility specific information provided by the City will represent the most accurate information available.

V. Emergency Management Training (NOT INCLUDED)

- The City may choose to engage future services related to Risk and Resiliency Planning and Emergency Planning services under a separate authorization. If desired, a separate detailed scope of services will be submitted to the City for tasks that could include:
 - ERP Document Training.
 - Emergency Response Exercises.
 - Emergency Communications Planning.
 - Emergency Response Training.
 - Continuity of Operations Planning (COOP).
 - Emergency Preparedness Planning Implementation Services

VI. Additional Services

Additional services are those services that are beyond the services provided for in the scope portion of this amendment. These include, but are not limited to, the following:

- Services resulting from significant changes in the extent of the Project or its design including but not limited to changes in scope, complexity, or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes outside of HDR's control.

HDR will endeavor to apprise the City of any potential additional or extended services which may result from the above listed items, prior to HDR's expenditure of time on such services. Any such extended or additional services shall only be performed when directed in writing by the City to HDR.

AMENDED FEE AMOUNT (AMENDMENT NO. 1):

HDR's Contract Amendment for the ERP and EPP services is outlined below:

Lump Sum Tasks

- Tasks 1-3 (Project Management, Data Collection, ERP) \$35,000.00

Hourly, Not-To-Exceed Tasks

- Task 4 (EPP Support Services) * \$10,000.00

Total Fee: \$45,000.00

* At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it may be accomplished by contract amendment or by utilizing available funds from other line items that may have under-run by contract amendment.

The total contract, including this amendment, is now as follows:

AWIA RRA Services

Lump Sum Tasks

- Tasks 1-5 (Project Management, Project Kick-Off, System Assessments, Cybersecurity Assessment, Final RRA Report) \$60,000.00

Total Fee = \$60,000.00

Amendment #1 – AWIA ERP & TCEQ EPP Services:

Lump Sum Tasks

- Tasks 1-3 (Project Management, Data Collection, ERP) \$35,000.00

Hourly, Not-To-Exceed Tasks

- Task 4 (EPP Support Services) * \$10,000.00

Total Fee: \$45,000.00

TOTAL REVISED FEE W/ AMENDMENT #1 = \$105,000.00

SCHEDULE:

The anticipated duration for the proposed scope of work in this Contract Amendment is approximately four (4) months. The key date is the City of Angleton’s Certification of the ERP by December 24, 2021 in accordance with the requirements of AWIA. The EPP must be submitted to TCEQ by March 22, 2022.

TERMS AND CONDITIONS:

The same Terms and Conditions shall apply to this Contract Amendment as the original Risk and Resiliency Assessment Professional Engineering Services Contract.

Invoices will be submitted on a monthly basis, reflecting charges to date on the basis specified in this proposal. Lump sum project tasks will be billed as a percentage of completion, based on the estimated progress of the work to date.

For all services billed on an hourly basis, the fee includes hourly costs for all personnel based on actual raw labor rates times a multiplier of 3.18 (covering burden, overhead and profit) for all employees. Hourly rates are subject to revision on an annual basis due to raises and personnel changes; however, the multiplier will not change without authorization from the City.

Reimbursable expenses for Tasks 1-3 are included in the lump sum portion of the fees. Any reimbursable expenses for Task 4 will be charged at cost plus 10%.

Mileage will be charged at the prevailing Federal rate.

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

Sincerely,

HDR Engineering, Inc.



David C. Weston
Vice President/Area Manager

Acceptance: HDR's services will be available upon the acceptance of this proposed letter agreement by all applicable parties as listed below. Please indicate acceptance of this letter agreement by affixing your signature or that of your authorized representative in the space below.

City of Angleton, Texas

By: Chris Whittaker – City Manager

Date:



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 27, 2021

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and possible action on a proposal for engineering services for design, bid, and construction phase services for the 2021 Street Bond Project.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:** \$999,300

FUND:

EXECUTIVE SUMMARY:

City Council requested HDR provide a proposal for the design, bid, and construction management for the 2021 Street Bond Projects. Council also requested that the project be package up so that construction on multiple streets can occur at one time. There are four street and one optional street included in the proposal. All of the streets included in the proposal were identified by the Street Task Force Committee and included in the bond issuance. HDR will design all street improvements at one time and then break them out into two separate bid packages. This will provide an opportunity for one contractor to win both packages if he has sufficient crews or two separate contractors to perform the project. HDR will guide both projects through the bid and construction phase. The streets are as follows

1. Package I

Ridgecrest Street - Approximately 1,300 LF of 28' wide paving and water line replacement

Robinhood Lane - Approximately 1,175 LF of 28' wide paving replacement

Opinion of Probable Construction Cost - \$2,105,000

2. Package II

Chevy Chase Street - Approximately 1,130 LF of 28' wide paving and water replacement

San Felipe Road - Approximately 1,130 LF of 28' wide paving replacement

Opinion of Probable Construction Cost - \$1,685,000

3. Optional Roadway

Hospital Drive – Approximately 1,800 LF of pavement, drainage, water line and sanitary sewer improvements.

Opinion of Probable Construction Cost - \$1,650,000

RECOMMENDATION: Staff recommends Council approve the proposal from HDR for the 2021 Street Bond Project.



July 21, 2021

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

Re: Proposal for Engineering services for Design, Bid, and Construction Phase Services For the 2021 Street Bond Project

Dear Mr. Whittaker:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for performing design, bidding, and construction phase services for the above referenced project. The proposal is based on our conversations held with the City on this project. The tasks include design, bid, and construction management phase services. For your convenience, this proposal consists of Project Understanding, Scope of Services, and Schedule.

PROJECT UNDERSTANDING

The City of Angleton created a Street Task Force Committee and they identified several streets to be reconstructed. The City Council has reviewed the Task Force's recommendations, accepted them, and successfully issued bonds for these projects. Proposed improvements for Ridgecrest Street, Robinhood Lane, Chevy Chase Street, San Felipe Road are included the 2021 Street Bond Project. The City also directed HDR to include another street identified by the Street Task Force Committee, Hospital Drive, to be included as an option in this project. The City Council requested that HDR provide a proposal for engineering services for the design, bidding, and construction phase for this project.

The City requested that four of the streets be separated into two bid packages: Package I including Ridgecrest Street and Robinhood Lane and Package II including Chevy Chase Street, and San Felipe Road to facilitate the construction of both packages simultaneously. The following scope of work was developed with the assumption that Notice to Proceed for engineering services as described in this proposal is received for both Package I and Package II concurrently. If the City elects to proceed with only one of the bid packages, additional fees will be required to be added to the contract due to the loss of efficiencies. The project understanding for Package I and Package II are as follows:

PACKAGE I – RIDGECREST AND ROBINHOOD

The existing roadway for Ridgecrest Street is twenty-eight-foot (28') wide concrete curb and gutter roadway that is approximately 1,300 linear feet. It is showing levels of distress and was identified by the Street Task Force as a roadway to be replaced. The proposed street improvements will consist of a concrete roadway twenty-eight-foot (28') wide with concrete curb between North Downing Street to North Tinsley Street. The Street Task force also identified water line replacement to be included in the project and elected to not replace the existing sidewalks on the street. The project will also include the replacement of driveways and limited storm sewer improvements within the project limits. No street lighting improvements are included in this section. The opinions of probable construction cost is approximately \$1.31 million.

The existing roadway for Robinhood Lane is twenty-eight-foot (28') wide concrete curb and gutter roadway that is approximately 1,175 linear feet. It is showing levels of distress and was identified by the Street Task Force as a roadway to be replaced. The proposed street improvements will consist of a concrete roadway twenty-eight-foot (28') wide with concrete curb between North Downing Street to North Tinsley Street. Driveway replacement is included in this section. There is no existing sidewalk in this area and the task force elected not to include sidewalk in the reconstruction of the street. No street lighting improvements are included in this section. The opinions of probable construction cost is approximately \$795,000.

PACKAGE II – CHEVY CHASE & SAN FELIPE

The existing roadway for Chevy Chase Street is twenty-eight-foot (28') wide concrete curb and gutter roadway that is approximately 1,130 linear feet. It is showing levels of distress and was identified by the Street Task Force as a roadway to be replaced. The proposed street improvements will consist of a concrete roadway twenty-eight-foot (28') wide with concrete curb between North Downing Street to North Tinsley Street. HDR will also include replacement of the existing water line and driveway replacement in this section. There is no existing sidewalk in this area and the task force elected not to include sidewalk in the reconstruction of the street. No street lighting improvements are included in this section. The opinions of probable construction cost is approximately \$905,000.

The existing roadway for San Felipe Street is twenty-eight-foot (28') wide concrete curb and gutter roadway that is approximately 1,130 linear feet. It is showing levels of distress and was identified by the Street Task Force as a roadway to be replaced. The proposed street improvements will consist of a concrete roadway twenty-eight-foot (28') wide with concrete curb between North Downing Street to North Tinsley Street. HDR will also include driveway replacement in this section. There is no existing sidewalk in this area and the task force elected not to include sidewalk in the reconstruction of the street. No street lighting improvements are included in this section. The opinions of probable construction cost is approximately \$780,000.

OPTIONAL ADDITIONAL SCOPE - HOSPITAL DRIVE

Per the City's request, an optional additional scope of services and fee is included for the reconstruction of Hospital Drive. The Scope of Services and Fees described below were developed with the assumption that Hospital Drive, if authorized, will be included in the plan set, contract documents, and bid package for either Package I or Package II. Authorization to proceed with the design of Hospital Drive must be received concurrently with authorizations for Package I and Package II. In the event the City wishes to prepare a separate bid package for Hospital Drive, additional fees must be negotiated and agreed upon as an amendment to this proposal.

The proposed reconstruction of Hospital Drive from E. Mulberry Street to 170 E. Hospital Drive at the east end of the UTMB Campus is to widen Hospital Drive to allow better and safer travel for emergency and supply vehicles. The project will also include the installation of storm sewer pipe to provide sufficient room to facilitate pavement widening, replacement of the existing water line, and rehabilitation of the existing sanitary sewer by pipe bursting methods. HDR will also include driveway replacement in this section. No street lighting improvements are included in this section. The opinions of probable construction cost is approximately \$1,649,100.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Design Services

- Hold "kick-off" meeting with City staff to finalize the requirements for the project.
- Gather and review available historical information (record drawings, reports/studies, GIS data).
- Coordinate with the City staff during the design phase.
- Research and gather information on private utilities (i.e. gas, electrical, telephone, pipelines, etc.) along the project alignment.
- Prepare background drawings in CADD from information obtained during survey.
- Perform site visit to verify survey and identify any other information that would impact design and construction.

- Examine geotechnical information to determine potential soil conditions, ground water conditions, and potential impact on construction methodology and construction costs.
- Perform design on the roadway with concrete curb, including driveway replacement.
- Develop typical cross sections, street grade lines, and street elevations.
- Develop a drainage area map of the project area.
- Evaluate and possibility of improving the storm sewer system on Ridgecrest Street to meet the City's design storm.
- Design 8" water line replacement complete with valves and long and short side service connections on Ridgecrest Street and Chevy Chase Drive.
- Prepare specification and contract documents.
- Prepare the engineer's opinion of probable construction costs. Any opinions of probable construction cost provided are made on the basis of information available to HDR and on the basis of HDR's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since HDR has no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractor(s') methods of determining prices, or over competitive bidding or market conditions, HDR does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable construction cost HDR prepares.
- Submit one (1) set of 75% design plans and specifications for review by the City.
- Conduct a meeting with the City staff to discuss the contents of the 75% design plans and specifications and review comments provided by the City staff.
- Incorporate the City's 75% review comments.
- Prepare contract documents including plans, specifications, and bidding documents associated with the design of the project in accordance with the design standards of the City.

- Prepare a final opinion of probable construction cost for the proposed improvements.
- Submit plans to private utility companies for approval and signatures.
- Provide two (2) sets of plans for both Package I and Package II to the City for use during construction.

B. Special Design Phase Services

1. Survey Services

- Baker and Lawson, Inc. will be performing the survey for Ridgecrest Street, Robinhood Lane, Chevy Chase Street, and San Felipe Road from North Tinsley Street to North Downing Street including 100-feet past the project extents.
- One Call will be performed to identify private utility companies' location in the field and collect with the survey data.
- Survey will provide a full topographic survey with 100 feet cross sections and all features along the right-of-way and 15 feet outside of it.
- All sizes, materials, and flow line elevations of all crossing sewers (sanitary and storm). All water valves shall be identified including a measure down to the top of the nut.
- The survey will include approximate right of way from pens located at property corners, easement locations, control points placed every 1,000 feet, and location of bore holes.
- Additional survey services to include collection of data as described above can be obtained for Hospital Drive from E. Mulberry to 170 E. Hospital Drive include approximately 100 linear feet south along a ditch on the east side of the UTMB Campus if City Council authorizes the addition of Hospital Drive into the 2021 Street Bond Project.

2. Geotechnical Investigation Services

- Terracon Consultants, Inc. will perform the geotechnical investigation services for the project.

- Boring locations shall be spaced at a maximum spacing of 500' intervals for a total of four (4) bores for a total of forty (40) vertical feet for Package I, four (4) bores for a total of forty (40) vertical feet for Package II.
- Three (3) additional bores for total of thirty (30) additional vertical feet will be included if design on Hospital Drive is authorized by the City.
- The information provided in the geotechnical report will include boring logs and test data, ground water conditions, pavement design recommendations, bedding and backfill recommendations, and general earthwork recommendations.

3. Traffic Control Plan

- Prepare traffic control plans for the project. This plan will include phasing, detours, and required signs and lane closures to complete the proposed improvements.

4. Storm Water Pollution Prevention Plan

- Prepare drawings for the required Storm Water Pollution Prevention Plan (SWPPP), in accordance with the Texas National Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from construction sites.

5. Tree Protection Plans

- HDR will utilize a subcontractor, C.N. Koehl Urban Forestry, Inc. to provide tree protection plans. The plans will include trees species, size and, current condition. The plans will also include tree protection measure to protect existing trees in the project area.

6. Coordination with Angleton Drainage District

- Coordinate with the Angleton Drainage District staff during the design phase. Submit 75% design plans to Angleton Drainage District for review and address comments accordingly. Submit final plan to Angleton Drainage District for approval.

7. Coordination with Angleton Independent School

- Coordinate with the Angleton Independent School staff during the design phase (two meetings assumed) to discuss the proposed improvements, traffic

control, and construction phasing. Submit 75% design plans in front of school to Angleton Independent School for review and address comments accordingly. Submit final plan in front of school to Angleton Independent School for approval.

8. Townhall Meetings

- HDR will attend one (1) public townhall meeting with residents to preview both Package I & II and Hospital Drive if included. HDR will aid the City in addressing the concerns from the citizens. HDR will provide information such as traffic detouring, scheduling, construction drawings of the project to discuss with those in attendance of these meetings and will stay after meeting to answer questions with individuals.

9. Texas Department of Transportation (TxDOT) Coordination – Hospital Drive

- The optional additional roadway, Hospital Drive has a major signalized intersection with State Highway 35 (TxDOT owned roadway). The proposed roadway reconstruction will require coordination with TxDOT for traffic control, temporary signalization and construction phasing during construction.
- No costs have been included in this proposal for permit fees associated with the coordination with TxDOT. The City shall pay all fees associated with TxDOT permitting.

10. Temporary Signalization Plan for E. Mulberry & Hospital Drive Intersection

- The optional additional roadway, Hospital Drive has a major signalized intersection with State Highway 35 (TxDOT owned roadway). The proposed roadway reconstruction will require temporary signalization during construction. This task includes the preparation of a temporary signalization plan during roadway construction at the E. Mulberry & Hospital Drive Intersection

C. Bid Phase Services

HDR will enter into this phase after the acceptance of the Design Phase documents. There will be two separate bid packages that will be advertised. The following tasks must be performed for each project. HDR shall:

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

D. Construction Management Phase Services

HDR will enter into this phase after the City accepts the bids and awards the contract to a contractor. There will be two separate construction projects occurring at the same time. The following tasks must be performed for each project. HDR shall:

- Prepare agenda, Hold a pre-construction meeting, document meeting, and issue meeting minutes.
- Conduct monthly progress meeting and issue meeting minutes.
- Review, process and make recommendation of contractor's Pay estimates.
- Act as the City's Project Representative during the construction phase.
- Review and respond accordingly to all submittals and request for information (RFI) as required by the contract specifications.
- Prepare change orders necessitated by field conditions for review and approval by the City prior to issuing to contractor.

- Visit the site at various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Full or Part time site representation is not included as part of the Construction Management phase tasks.
- HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits HDR will keep the City informed of the progress of the work, will endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and create a punch list to close out construction.
- Make a recommendation for Final Payment on the Project.
- A budgetary amount has been included for material testing services to be performed by a subconsultant to HDR during construction of this project. The City will notify HDR prior to construction on the selected material testing firm for the project.
- HDR will prepare Record Drawings utilizing the as-built drawings provided by the Contractor.
- One (1) electronic copy of the Record drawings for each Package I and II, scanned in PDF format, and placed on a disk will be provided to the City.

E. Part Time Site Representation Services

The HDR will enter into this phase after the construction begins. There will be two separate construction projects occurring at the same time. The following tasks must be performed for each project. HDR shall:

- Provide one construction observer (on-site representative) an average of ten (10) hours a week to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. The estimated construction duration for Package I is ten (10) months and Package II is eight (10) months. If Hospital Drive is included in the project, the estimated additional construction duration is six (6) months.

- Provide support to the on-site representative through supervisory and administrative services. Provide engineering and technical office personnel support throughout construction. This is to attend project progress meetings, provide on-site support to address Contractor's questions, resident's concerns and conflict issues.
- In the event of rain days where construction may be hindered or stopped, the representative may be on-site long enough to verify that inclement weather has occurred and the associated impact on the Contractor and construction.
- The on-site representative shall prepare daily reports on the days they are on-site (only). The on-site representative will not be responsible for any daily report when they are not on the site..
- The on-site representative will coordinate with the City and Contractor's representative to estimate quantities installed on the project. The on-site representative will review the Contractor's quantity measurements prior to HDR's project manager processing the Contractor's periodic monthly payment request.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City and the Contractor for construction scheduling, resident notification, and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up reviews.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, HDR shall endeavor to provide further protection for the City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make HDR responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.
- The on-site representative will assist the City inspector to assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.

ADDITIONAL SERVICES

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

FEE SUMMARY

PACKAGE I & II

Basic Design Services – Package I & II (Lump Sum):	\$ 275,800
Traffic Control Plan – Package I & II (Lump Sum):	\$ 15,650
Storm Water Pollution Prevention Plan – Package I & II (Lump Sum):	\$ 5,500
Coordination with Angleton I.S.D. (Lump Sum):	\$ 6,700
Townhall Meeting (Lump Sum):	\$ 7,700
Surveying Services (Subconsultant’s cost plus 10%):	\$ 18,700
Geotechnical Services (Subconsultant’s cost plus 10%):	\$ 18,300
<u>Tree Protection Plans (Subconsultant’s cost plus 10%):</u>	<u>\$ 4,950</u>
Total Design Fee:	\$ 353,300

Bid Phase Services – Package I & II (Lump Sum): \$ 15,000

Construction Management Phase Services (Lump Sum): \$ 141,050
Package I & II

Part-Time Site Representation Services (Hourly):	\$ 156,000
* <u>Construction Materials Testing (Subconsultant's cost +10%)</u>	\$ 60,000
TOTAL FEE – PACKAGE I & II:	\$ 725,350

OPTIONAL ADDITIONAL FEE - HOSPITAL DRIVE

Additional Basic Design Services (Lump Sum):	\$ 115,200
Additional Traffic Control Plan (Lump Sum):	\$ 9,600
Additional Storm Water Pollution Prevention Plan (Lump Sum):	\$ 3,000
Signalization Plan (Time & Materials):	\$ 11,900
TxDOT Coordination (Time & Materials):	\$ 8,000
Coordination with the Angleton Drainage District (Lump Sum):	\$ 1,050
Surveying Services (Subconsultant's cost plus 10%):	\$ 8,500
Geotechnical Services (Subconsultant's cost plus 10%):	\$ 4,550
<u>Tree Protection Plans (Subconsultant's cost plus 10%):</u>	<u>\$ 1,300</u>
Total Additional Design Fee for Hospital Drive:	\$ 163,100

Construction Management Phase Services (Lump Sum): \$ 44,250
Package I & II

Part-Time Site Representation Services (Hourly): \$ 51,600

*** Construction Materials Testing (Subconsultant's cost +10%)** \$ 15,000

TOTAL ADDITIONAL FEE FOR HOSPITAL DRIVE: \$ 273,950

* At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run, or funds from the miscellaneous special services line item or by contract amendment.

SCHEDULE

Package I & II Only (no Hospital Drive):

It is estimated that the schedule to accomplish the complete design phase for Package I & II is approximately seven (7) months from the date of authorization to proceed. Bid phase will be one (1) month, execution of the contract documents will be one (1) month, and construction will take approximately ten (10) months for each package.

Package I & II with Hospital Drive:

It is estimated that the schedule to accomplish the complete design phase for Package I & II is approximately nine (9) months from the date of authorization to proceed. Bid phase will be one (1) month, execution of the contract documents will be one (1) month, and construction will take approximately ten (10) months for each package with an additional six (6) months added for Hospital Drive construction.

INVOICES

HDR will submit monthly invoices for all engineering work completed to invoice date. The invoices for lump sum work will be based on a percentage of completion of each phase applied to the lump sum fee and based on the appropriate fee cost for work from our subconsultants. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 3.18 and direct cost plus 10%. Mileage will be charged at prevailing IRS rates.

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

Sincerely,

HDR ENGINEERING, INC.



David Weston
Vice President/Area Manager