



**CITY OF ANGLETON
CITY COUNCIL AGENDA
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, FEBRUARY 10, 2026 AT 6:00 PM**

Mayor | John Wright

Mayor Pro-Tem | Travis Townsend

Council Members | Barbara Simmons, Blaine Smith, Tanner Sartin, Christiene Daniel

Acting City Manager | Guadalupe "Lupe" Valdez

City Secretary | Desiree Henson

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, FEBRUARY 10, 2026, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

- 1.** Recognition and swearing in of Fire Lieutenant Corey Castillo.
- 2.** Presentation of the Black History Month proclamation.

CONSENT AGENDA

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

- 3.** Discussion and possible action on Resolution No. 20260210-003 establishing the procedure for the May 2, 2026, General Election in Angleton, Texas; and providing for other related matters related thereto.

4. Discussion and possible action on approving a contract with Brazoria County for the May 2, 2026, General election.
5. Discussion and possible action to approve Landmark Aquatic proposal for water slide restoration at the Angleton Recreation Center Natatorium under BuyBoard Contract No. 701-23 and authorize the Acting City Manager to execute the associated agreement.
6. Discussion and possible action to award painting services in the Recreation Center Natatorium and authorize the Acting City Manager to execute an agreement with Alvarado Painting.
7. Discussion and possible action on the 2025 Angleton Racial Profiling Report.
8. Discussion and possible action on the renewal of the Wind and Hail insurance as part of the City's property insurance program for a policy beginning February 15, 2026.
9. Discussion and possible action to approve the regular meeting minutes of October 28, 2025, November 12, 2025, December 9, 2025, the special meeting minutes of December 16, 2025, the regular meeting minutes of January 13, 2026, and January 27, 2026.
10. Discussion and possible action to approve Resolution No. 20260204-010 authorizing the submission of a Criminal Justice Grant Program to the Office of the Governor, Criminal Justice Division, to fund rifle-rated body armor for the police department.
11. Discussion and possible action to approve Resolution No. 20260210-011 authorizing the submission of a Criminal Justice Grant Program to the Office of the Governor, Criminal Justice Division, to fund rifle-rated ballistic shields for the police department.
12. Discussion and possible action to approve Resolution No. 20260210-012 authorizing the submission of a Criminal Justice Grant Program to the Office of the Governor, Criminal Justice Division, to fund rifle-rated ballistic helmets for the police department.

PUBLIC HEARINGS AND ACTION ITEMS

13. Conduct a public hearing, discussion, and take possible action on Ordinance No. 20260210-013 approving an (SUP) Specific Use Permit, within the SF 6.3, Single Family District, allowing for an RV- Recreational Vehicle Temporary Housing for medical purposes, at 202 South Walker Street, Angleton, Texas.
14. Conduct a public hearing, discussion, and take possible action on Ordinance No. 20260210-014 granting the voluntary petition to annex approximately 10.646 acres into the City Limits and assigning an "MH" Zoning District/SUP, Specific Use Permit Overlay, originally within the Angleton ETxtraterritorial Jurisdiction, for the Angleton Recreational Vehicle (RV) Park LLC Facility located at 789 and 799 Anchor Road/County Road 44, Brazoria County, Angleton, TX 77515.

REGULAR AGENDA

15. Discussion and update on the Austin Colony Subdivision Development.

16. Discussion and possible action on a proposal from HDR Engineering for the 2026 Oyster Creek Wastewater Treatment Plant Permit Renewal.
17. Discussion and possible action on a proposal from HDR Engineering for the design, bid, and construction management on the Lorraine Street Sanitary Sewer Improvements.
18. Discussion and possible action on the Texas Department of Transportation (TxDOT) 288B Downtown Improvements and the possible approval to go to bid for 288B Utility Improvements.
19. Discussion and possible action regarding construction bids received for Bid No. 2026-04 Freedom Park Field.

REGULAR AGENDA

20. January Staff Reports

COMMUNICATIONS FROM MAYOR AND COUNCIL

ADJOURNMENT

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

CERTIFICATION

I, Desiree Henson, 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: Wednesday, February 4, 2026, by 6:00 p.m. and remained so posted continuously for at least three business days preceding the scheduled time of said meeting.

/S/ Desiree Henson

Desiree Henson, TRMC

City Secretary

Public participation is solicited without regard to race, color, religion, sex, age, national origin, disability, or family status. In compliance with the Americans with Disabilities Act, the City of Angleton will provide

reasonable modifications and/or auxiliary aids for persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (free of charge) attending any City-sponsored meetings. Please contact the City's ADA Coordinator, Colleen Martin, no later than seventy-two (72) hours prior to the meeting, at 979-849-4364, extension 2132, or email cmartin@angleton.tx.us to arrange auxiliary aides or accommodations necessary.

Office of the MAYOR

City of Angleton, Texas

Proclamation

WHEREAS, Black History month provides an opportunity to honor the lasting legacy and contributions of African Americans whose leadership and achievements have shaped our community's economic, cultural, spiritual, and civic life; and

WHEREAS, the theme is "A Century of Black History Commemorations" for Black History Month 2026 to mark a century of national commemorations and to reflect on the impact of how Black history and life commemorations are transforming the modern world; and

WHEREAS, the observance of Black History Month encourages reflection on past and present inequities and renews our commitment to cultural understanding, social justice, and equality in order to confront racism and uphold democratic values; and

WHEREAS, the City of Angleton is committed to fostering an inclusive and prosperous community that honors the history, experiences, and contributions of Black Americans and respects all residents;

NOW, THEREFORE, I, John Wright, Mayor of the City of Angleton, Texas, along with the City of Angleton City Council, do hereby proclaim that the month of February is recognized as:

"Black History Month"

PROCLAIMED this the 10th day of February, 2026.

CITY OF ANGLETON, TEXAS

John Wright
Mayor



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 10, 2026

PREPARED BY: Desiree Henson

AGENDA CONTENT: Discussion and possible action on Resolution No. 20260210-003 establishing the procedure for the May 2, 2026, General Election in Angleton, Texas; and providing for other related matters related thereto.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

This Resolution establishes the procedure for May 2, 2026, City Council General Election. The City currently conducts a joint election with the County and other Cities.

RECOMMENDATION:

Staff recommends Council approval.

RESOLUTION NO. 20260210-003

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ESTABLISHING THE PROCEDURE FOR THE MAY 2, 2026, GENERAL ELECTION IN ANGLETON, TEXAS; AND PROVIDING FOR OTHER RELATED MATTERS RELATED THERETO.

WHEREAS, Section 41.001 of the Texas Election Code, as amended (hereinafter referred to as the “Code”) establishes May 2, 2026, as a “uniform election date” for the purposes of conducting an election; and

WHEREAS, the City of Angleton, Texas (hereinafter the “City”), wishes to order a general election for the purpose of electing three (3) Council Members by position, from the City at large, for Council Member, Position one (1); Council Member, Position three (3); and Council Member, Position five (5), for a term of two (2) years as set forth by the City Charter and the Code; and

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

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

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

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

SECTION 2. General Election Ordered. The General Election of the City shall be held on Saturday, May 2, 2026, to elect members to the position of Council Member, Position one (1); Council Member, Position three (3); and Council Member, Position five (5), for a term of two (2) years or until their successors are duly elected and qualified.

SECTION 3. Filing Period. Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City at City Hall, 121 S. Velasco Street, Angleton, Texas 77515, beginning January 14, 2026, and continuing through February 13, 2026. Candidates shall file their applications with the City Secretary on any weekday that is not a City holiday, between 8:00 a.m. and 5:00 p.m., Monday through Friday. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*.

SECTION 4. Drawing. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by Section 52.094 of the *Texas Election Code*. Such drawing will be held in the Office of the City Secretary at City Hall on Thursday, February 19, 2026, at 4:00 p.m., for the general election.

SECTION 5. Notice of Election. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Texas Election Code*, the *Federal Voting Rights Act of 1965, as amended*, and the *City Charter* in all respects. Notice of the election shall be made by publishing the Notice of Election, by posting of the notice on the bulletin board used for posting notices of meetings of City Council at City Hall not later than the twenty-first (21st) day before the election, written in both English and Spanish. The notice shall also be posted on the City website.

SECTION 6. Ballots. The ballots for the election shall comply with the *Texas Election Code* and be in the form provided by the City to the Brazoria County Election Officer for use on the voting devices and ballots used by Brazoria County.

SECTION 7. Election Procedures. The Brazoria County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Texas Election Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law. The City of Angleton is hereby authorized to contract with Brazoria County for joint election services. In the event of a conflict between this Resolution and the Agreement, the Agreement shall control.

SECTION 8. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with Section 83.031 *et seq.* of the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in "Exhibit A." Early voting shall commence on Monday, April 20, 2026, and continue through Tuesday, April 28, 2026, and early voting polls shall remain open for the time specified by Section 85.001 of the *Texas Election Code*. Early voting shall also be held at any time and location authorized by the Brazoria County Election Officer. Early voting by City residents may be conducted at any Brazoria County early voting location and any location exclusively designated by the Brazoria County Election Officer.

SECTION 9. Election Precincts and Polling Places. The election precincts for the election shall be the election precincts established by Brazoria County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Brazoria County for such election precincts in Brazoria County and voting by residents of the City. Voting by City residents may be conducted at any Brazoria County voting location and any location exclusively designated by the Brazoria County Election Officer for City residents as described in "Exhibit B." The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Brazoria County will be provided by precinct and the Brazoria County Election Officer shall tabulate and provide the election returns for the election.

SECTION 10. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Brazoria County, provided that such political subdivision holds an election on May 2, 2026, in all or part of the same territory as the City (the “Political Subdivisions”). The joint election shall be conducted in accordance with state law, this Resolution, and the 2026 Joint Contract for Election Services with Brazoria County approved by the City Council.

SECTION 11. Duties of City Secretary and Election Officer. The City Secretary is authorized and directed to take all actions necessary to comply with the provisions of the Texas Election Code, the City Charter, and City Code of Ordinances in carrying out and conducting the election and runoff election if necessary, whether or not expressly authorized by this Order. Pursuant to the Election Agreement between Brazoria County and the City, the Brazoria County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Agreement. The Brazoria County Election Officer shall give the notices required by the *Texas Election Code* to be given for the election not required to be given by the City under the Election Agreement.

SECTION 12. General. The election shall be held and conducted by the Brazoria County Election Officer in compliance with the *Texas Election Code* and the Election Agreement.

SECTION 13. Effective Date. This Resolution shall be effective immediately upon adoption.

SECTION 14. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551 of the Texas Government Code*.

PASSED AND APPROVED THIS THE 10TH DAY OF FEBRUARY 2026.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary

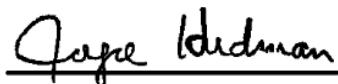
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

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

| | |
|-----------------------|-----------------------------------------------------------|
| Angleton (Main) | East Annex, 1524 E Mulberry |
| Alvin | Alvin Library, 105 S Gordon |
| Brazoria | Brazoria Library, 620 S Brooks |
| Freeport | Freeport Library, 410 Brazosport Blvd |
| Lake Jackson..... | Doris Williams Civic Center, 333 Hwy 332 East |
| Manvel | Keith Traylor Criminal Justice Center, 6605 North Masters |
| Pearland East | Tom Reid Library, 3522 Liberty Dr |
| Pearland West..... | West Pearland Community Center, 2150 Countryplace Pkwy |
| Shadow Creek | West Pearland Library, 11801 Shadow Creek Pkwy |
| Sweeny..... | Sweeny Community Center, 205 W Ashley Wilson Rd |
| West Columbia..... | Precinct 4 Building #2, 121 N 10 th St |

DATES AND HOURS:

| | |
|--------------------------------------|-------------|
| April 20 | 8 AM- 5 PM |
| April 21 .. (Closed San Jacinto Day) | |
| April 22-25..... | 8 AM – 5 PM |
| April 27-28..... | 8 AM – 5 PM |



Early Voting Clerk

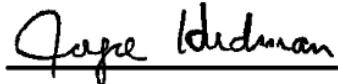
AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

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

| | |
|-------------------------------------|-----------------------------------------------------------|
| Angleton (Ubicación Principal)..... | East Annex, 1524 E Mulberry |
| Alvin | Alvin Library, 105 S Gordon |
| Brazoria | Brazoria Library, 620 S Brooks |
| Freeport | Freeport Library, 410 Brazosport Blvd |
| Lake Jackson | Doris Williams Civic Center, 333 Hwy 332 East |
| Manvel | Keith Traylor Criminal Justice Center, 6605 North Masters |
| Pearland Este | Tom Reid Library, 3522 Liberty Dr |
| Pearland Oeste | West Pearland Community Center, 2150 Countryplace Pkwy |
| Shadow Creek | West Pearland Library, 11801 Shadow Creek Pkwy |
| Sweeny..... | Sweeny Community Center, 205 W Ashley Wilson Rd |
| West Columbia | Precinct 4 Building #2, 121 N 10 th St |

FECHAS Y HORAS

| | |
|------------------------------------------|-------------|
| 20 de abril | 8 AM – 5 PM |
| 21 de abril (cerrado día de San Jacinto) | |
| 22-25 de abril | 8 AM – 5 PM |
| 27-28 de abril | 8 AM – 5 PM |



Secretaría de la Votación Adelantada

| May 2, 2026- Election Day Locations -Subject to Change | | |
|---------------------------------------------------------------|--------------------------------------------------------------------------|-----------------|
| Home Pct # | Polling Place | Zip Code |
| 1 | East Annex (Old Walmart), 1524 E Mulberry, Angleton | 77515 |
| 2 | Precinct 4 Building #2, 121 N 10th St, West Columbia | 77486 |
| 4 | Brazoria Library, 620 S Brooks, Brazoria | 77422 |
| 8 | Oyster Creek City Hall, 3210 FM 523, Oyster Creek | 77541 |
| 9 | Bonney Annex Building, 19025 FM 521, Bonney | 77583 |
| 12 | Drainage District No. 4 Building, 4813 W Broadway, Pearland | 77581 |
| 14 | Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny | 77480 |
| 15 | Danbury Community Center, 6115 5th St, Danbury | 77534 |
| 17 | Freeport Library, 410 Brazosport Blvd, Freeport | 77541 |
| 19 | Clute Event Center, 100 Parkview Dr, Clute | 77531 |
| 20 | Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek | 77541 |
| 23 | Doris Williams Civic Center, 333 Hwy 332 East, LJ | 77566 |
| 26 | Brookside Village Community Center, 6243 Brookside Rd, Brookside Village | 77581 |
| 29 | West Pearland Community Center, 2150 Countryplace Pkwy, Pearland | 77584 |
| 37 | Pearland Recreation Center, 4141 Bailey Rd, Pearland | 77584 |
| 38 | Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach | 77541 |
| 39 | Alvin Library, 105 S Gordon, Alvin | 77511 |
| 40 | Keith Traylor Criminal Justice Center, 6605 North Masters , Manvel | 77578 |
| 44 | Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland | 77584 |
| 46 | Tom Reid Library, 3522 Liberty Dr, Pearland | 77581 |
| 50 | West Pearland Library, 11801 Shadow Creek Pkwy, Pearland | 77584 |
| 75 | Richwood City Hall, 1800 Brazosport Blvd N, Richwood | 77531 |
| 79 | Iowa Colony Public Safety Building, 3144 Meridiana Pkwy, Iowa Colony | 77583 |
| ↓ Tentative - Subject to Change ↓ | | |
| 6 | Liverpool City Hall, 8901 County Road 171, Liverpool | 77577 |
| 25 | Hillcrest Village Municipal Building, 200 W Timberlane, Alvin | 77511 |
| 78 | Sandy Point Bible Church, 119 CR 42, Sandy Point | 77583 |
| | | |
| | | |



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 10, 2026

PREPARED BY: Desiree Henson

AGENDA CONTENT: Discussion and possible action on approving a contract with Brazoria County for the May 2, 2026, General election.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: 13,000

FUNDS REQUESTED: N/A

FUND:

EXECUTIVE SUMMARY:

The City contracts with Brazoria County to conduct election services. This year they will be conducting the general election. The total amount of the election is unknown at this time.

RECOMMENDATION:

Staff recommends Council approval.

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below) by and between the CITY OF ANGLETON, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 2, 2026. Political Subdivision and the County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF ANGLETON, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority outlined in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.7.2), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as this Agreement provides. Political Subdivision agrees to pay the County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and measures to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions outlined in the Election Code. Political Subdivision agrees that the County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such a case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall prepare, adopt, and publish all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. Regarding publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment." If a Political Subdivision holds any Special Election, it will have to publish its own "Notice of Election" to meet additional requirements.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide the County Clerk's Election Department with a copy of its election orders and notices.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement."

Failure to do so may prohibit the political subdivision's participation in a Joint Election.

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of, and pay for, all election-day voting locations. Voting locations will, whenever possible, be the usual voting locations for each election precinct in County elections. The proposed voting locations will be provided once the final candidate filing deadline has been met and will be listed in Attachment "A." If a voting location is unavailable, the Elections Department will arrange an alternate location with the Political Subdivision's approval. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A."

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A," at the entrance to any previous polling places in the jurisdiction, stating that the polling location has changed, and displaying the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A." Any voting location changes from those used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall appoint the presiding judge and alternate judge for each polling location per Chapter 32 of the Texas Election Code. If an emergency appointment is necessary, the appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon the County Clerk's request, the Political Subdivision agrees to assist in recruiting bilingual polling place officials (fluent in English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code. It will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall set the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will receive a letter from the Elections Department notifying them of their appointment, the training time and location, and the number of election clerks they may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional \$25.00 for picking up the election supplies before Election Day and returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00.

All Parties agree that, at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees, subject only to the benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment, including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information to enable election judges at voting locations with more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk's Election Department will order the maps and pass that charge on to that specific Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and propositions showing the order and the exact manner in which the candidate names and proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **THE POLITICAL SUBDIVISION SHALL PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK'S ELECTIONS OFFICE.** This list shall be delivered to the County Clerk Elections Department as soon as possible after each participating authority has determined ballot positions. Each participating authority shall proofread and approve the ballot on that authority's candidates and propositions. If any errors or changes are discovered after the Logic and Accuracy test has been conducted and ballots prepared, then the Political Subdivision will be responsible for all costs.

VII. EARLY VOTING

The Parties agree to conduct joint early Voting and appoint the County Clerk as the Early Voting Clerk per Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Early Voting Clerk will post a copy of the daily early voting report on the county election website and a cumulative final early voting report following the election. We shall provide the Political Subdivision with the reports with written advance notice.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. With the assistance of the County Clerk Elections Department, the Presiding Judge shall appoint three or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the Texas Election Code and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

| | |
|-------------------------------------|---------------------|
| Counting Station Manager: | Lisa Mujica |
| Alternate Counting Station Manager: | Brandy Pena |
| Tabulation Supervisor: | Krystal Alegria |
| Alternate Tabulation Supervisor: | Johnathan Escamilla |
| Presiding Judge: | Dottie Cornett |
| Alternate Presiding Judge: | Tamara Reynolds |

After all precincts have been counted, the County Clerk's Elections Department will prepare the unofficial canvass reports. It will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless the Secretary of State grants a waiver. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall electronically submit all Cities' precinct-by-precinct returns to the Texas Secretary of State's Office.

The County Clerk Elections Department shall post all election night results to the County website on election night. <https://www.brazoriacountyclerktx.gov>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Unless specifically stated otherwise, allocation of costs is mutually agreed to be shared. The County participates in "Vote Centers"; therefore, all political subdivisions can vote at any location.

It is agreed that the standard rental rate charged for the County's voting equipment used on Election Day shall be calculated per polling location and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) The total cost will be calculated and multiplied by the Political Subdivision percentage of registered voters, or a minimum of \$2500.00; for those with a lesser amount, additional costs will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charged with the same formula as Election Day. Those political subdivisions with a percentage of registered voters less than \$2500.00 will have a minimum of \$2500.00 for the early voting period.

The political subdivision conducting a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by the County Clerk on behalf of the Political Subdivision. Any monies deposited with the County by the withdrawing authority shall be refunded minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to election records shall be available to each participating authority and the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or an alternate facility used to keep county records. The County Clerk Elections Department shall ensure that records are maintained in an orderly manner so they are identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation, or open records request that may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor, and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount, and the cost of the recount depends on the size of the election and the number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office acts as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either Party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments to this Agreement shall be of no effect unless in writing and signed by all parties.
11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as outlined in this Agreement.
13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation.** The Parties acknowledge and agree that each payment contemplated by this Agreement fairly compensates the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing forty-five (45) days' written Notice of termination to the other Party.
16. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement conflicts 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.

19. **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.

20. **No Personal Liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

21. Nothing in this Agreement requires the Political Subdivision or County to incur debt, assess or collect funds, or create a sinking fund.

22. **Sovereign Immunity Acknowledged and Retained.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this Agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay the County a \$2,500.00 deposit. This Deposit shall be paid to the County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 13, 2026. Therefore, the Deposit is due by February 23, 2026.

The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the election on MAY 2, 2026. If the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay the County the balance due within forty-five (45) days after receipt of the final invoice from the County's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund the excess amount paid to the Political Subdivision within forty-five (45) days after the final costs are calculated.

IN TESTIMONY HEREOF, this Agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2026, been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2026, has been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST: CITY OF ANGLETON, TEXAS

By _____
Presiding Officer or Authorized Representative
CITY OF ANGLETON

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

MAY (COUNTYWIDE JOINT)

EQUIPMENT RENTAL

| | |
|--------------------------------------|---------------|
| CONTROLLER | \$350.00 each |
| SCANNER UNIT (additional 2023) | \$425.00 each |
| ACCESS WITH TOUCH UNIT (DOU) | \$375.00 each |
| TOUCH UNITS | \$325.00 each |
| POLLPADS | \$50.00 each |
| MI-FI/ HOTSPOT | \$50.00 each |

This is not a daily charge. This price is for the entire election, even if it is for 12 days of voting.

OTHER CHARGES

| | |
|--------------------------------------------------------------------------------------------------------|---------------------|
| Programming (increase 2023) | \$450.00 |
| Tabulating..... | \$45.00 |
| Equipment Delivery and Pickup | |
| Truck Rental (per delivery location) | \$50.00 |
| Labor (Per delivery location) | \$100.00 |
| Supply tubs EV-ED (see attached list for contents) | \$75.00 |
| Mail Ballots will be billed per entity kit, including postage... Domestic...\$2.18...Overseas...\$2.76 | |
| Publications will be divided equally if done by county..... | |
| Technical field support mileage will be divided equally..... | |
| Ballot Paper size 8.5 x 11..... | .25 cents per sheet |
| Ballot Paper size 8.5 x 14..... | .28 cents per sheet |

| | |
|----------------|--------------------------------------------------|
| Workers-Judges | \$14.00 per hour -Overtime rate \$21.00 per hour |
| Clerks | \$12.00 per hour- Overtime rate \$18.00 per hour |

ELECTION DAY (increase 2026)

For Election Day, we will calculate the cost for each location (see Exhibit ‘A2’). The total cost for Election Day will then be calculated based on the percentage of registered voters in each political subdivision. For all political subdivisions in Brazoria County with fewer than 6000 registered voters, the charges will be a minimum of \$2500.00 for Election Day.

EARLY VOTING (increase 2026) (11 Main Locations)

For Early Voting, we also calculate worksheets for each of the 10-11 early voting locations. Once we have the total cost for all locations, we use a spreadsheet to divide the cost among all political subdivisions based on each subdivision's percentage of registered voters. Since we have both large and small cities in our county, the minimum charge for early voting will be \$ 2,500.00.

OVERTIME

We keep a record of our overtime for the election, and our staff gets paid overtime for time outside regular business hours. The cost will be divided equally when the final bills are sent.

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS: NOVEMBER (COUNTYWIDE JOINT)

For the November Elections, the Election Day and Early Voting charges are the same as the countywide joint in May. If the only political subdivisions at a location are Brazoria County and one entity, the total cost will be calculated based on the entity's percentage of registered voters.

The cost of runoff elections will be the responsibility of the entity conducting the runoff.

Additional Early Voting Locations requested will be billed separately to the requester.

Any errors or changes related to a Political Subdivision oversight, and any that result in reprogramming the entirety of the election, will be charged a reprogramming fee of \$5,000.00.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/10/2026

PREPARED BY: Jason O'Mara, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to approve Landmark Aquatic proposal for water slide restoration at the Angleton Recreation Center Natatorium under BuyBoard Contract No. 701-23 and authorize the Acting City Manager to execute the associated agreement.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$1,762,830.00

FUNDS REQUESTED: \$0

FUND: 40-506-625.40

EXECUTIVE SUMMARY:

As part of the ongoing phased renovations at the Angleton Recreation Center natatorium funded through the 2024 Angleton Better Living Corporation (ABLC) Bond, staff have identified the existing water slide as requiring restoration due to surface deterioration and corrosion from prolonged exposure to water, chemicals, and high usage.

Staff obtained a proposal from Landmark Aquatic under BuyBoard Contract No. 701-23 to restore the water slide, including refinishing the slide tower, supports, railings, interior slide surface, and exterior components. The proposed improvements will extend the useful life of the slide, enhance safety and appearance.

The total cost of the proposed water slide restoration is **\$65,369**, and the full proposal is included in the agenda packet for City Council's review.

RECOMMENDATION:

Staff recommend that City Council approve the Landmark Aquatic proposal for water slide restoration in the amount of \$65,369 and authorize the Acting City Manager to execute the agreement under BuyBoard Contract No. 701-23.

GENERAL PROPOSAL

Customer: City of Angleton - Rec Center
Date: 1/27/2026
Project: Water Slide Refinish
Location: 1601 N Valderas St, Angleton, TX 77515, United States
Proposal #: 00000982
Expiration: 10/15/2025

SCOPE OF WORK

BUY BOARD #701-23

Progressive Commercial Aquatics
d/b/a Landmark Aquatic
2510 Farrell Rd.
Houston, TX
77073

SLIDE RESTORTATION

- Refinish Concrete slide tower and pillars
- Refinish Yellow Arm Supports with Rust Remediation
- Refinish Handrails and Tower Railings and replace hardware where applicable
- Full Interior Slide Refinish
- Pressure wash and clean slide exterior and check bolts and replace where applicable

EXCLUSIONS

- **ELECTRICAL EXCLUSION:** All necessary line voltage electrical work and materials required to complete installation and facilitate the proper operation of the above-listed equipment and/or system are hereby excluded from this proposal. Acceptance of this proposal indicates agreement by the Owner to provide such excluded work and materials, at the Owner's expense, to facilitate a properly functional system.
- **BONDING:** Bonding is required by the National Electrical Code (NEC 680-22). Installation quote assumes, if applicable, existing anchor is bonded and a usable bonding point is available. If a bonding point is not present, the owner is responsible, at their cost, for providing an electrician to ensure proper bonding of items is accomplished.
- **EXISTING ANCHORS:** Installation quote is based on the existing anchor(s) being solid and usable for the new application. If existing anchor is deemed unusable, additional labor and material cost will be quoted before installation can be completed.
- **FREIGHT/SHIPPING CHARGES:** Freight and/or shipping charges are estimated and may increase based on the actual cost of such. Actual shipping charge(s) will be reflected on the invoice.
- **BONDS AND/OR PERMITTING:** Bonds or permitting fees are not included unless requested.

BASE BID PRICING

| QTY | PRODUCT CODE | DESCRIPTION | UNIT PRICE | PRICE |
|------|--------------|------------------------------|-------------------|-------------|
| 1.00 | CI-001 | Refinish Railings | \$14,710.00 | \$14,710.00 |
| 1.00 | CI-001 | Refinish Arm Supports | \$10,485.00 | \$10,485.00 |
| 1.00 | CI-001 | Refinish Interior | \$14,477.00 | \$14,477.00 |
| 1.00 | CI-001 | Refinish Slide Tower/Pillars | \$22,523.00 | \$22,523.00 |
| 1.00 | CI-001 | Exterior Clean/Polish | \$3,174.00 | \$3,174.00 |
| | | | Subtotal | \$65,369.00 |
| | | | Tax (if required) | |
| | | | Total | \$65,369.00 |

We look forward to the opportunity of working with you. Please do not hesitate to contact me with any questions.

Best Regards,

Stephanie Manoogian
Sales Representative
2512 Farrell Road
Houston, TX 77075
Direct: (281) 982-0212
Email: smanoogian@landmarkaquatic.com

ACCEPTANCE

Purchase Order Number (Optional) _____

By signing below, Purchaser acknowledges and accepts the terms and conditions in this Agreement. This Agreement shall be effective upon signature of both parties.

| | |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Landmark Aquatic: Stephanie Manoogian | City of Angleton - Rec Center |
| By: _____ (Signature of Landmark Representative) | By: _____ (Signature of Authorized Individual) |
| Name: _____ | Name: _____ |
| Email: smanoogian@landmarkaquatic.com | Email: jomara@angleton.tx.us |
| Date Submitted: _____ | Date Submitted: _____ |

GENERAL TERMS AND CONDITIONS

1. Entire Agreement. This Agreement and any Seller's Credit Application signed by Buyer constitute the final expression of the agreement between Buyer & Seller with respect to the subject matter hereof and a complete, fully integrated and exclusive statement of their agreement in this regard and there are no understandings, agreements, covenants representations or warranties of any kind, express or implied, not expressly set forth herein. No provision of any purchase order or other document issued by Buyer will alter or add to the terms of this agreement, and any such provision or modification will be void and of no effect. No modification or extension of this Agreement by Buyer will be binding unless it is in writing and is signed by an authorized representative of seller, and no modification of this agreement shall be affected by the parties' course of dealing, usage, or trade custom. In addition, no application of 92.207 of the Uniform Commercial Code (or its local equivalent) to "knock out" or otherwise modify, amend, supplement or supersede any terms or conditions of this Agreement shall have any effect and is expressly rejected. By taking delivery of Product, Buyer shall be conclusively deemed to have accepted and assented to these General Terms and Conditions. In the event that Buyer and Seller engage in any electronic transactions, including, but not limited to, electronic data interchange or facsimile exchanges, such electronic exchanges shall be considered as valid and legally binding and shall be subject to the terms and conditions of this agreement.

2. Separate Transactions. All Purchase Orders shall be subject to written acceptance by Seller. Each shipment shall constitute a separate and independent transaction and Seller may recover for each such shipment without reference to any other. If Buyer is in default of any term or condition of the agreement, Seller may, at its option, without waiving its right to terminate this Agreement, defer further shipments hereunder until such default is remedied on which event Seller may elect to extend the Terms of this Agreement for a period of time equal to the period of time during which shipments were so deferred, or, in addition to any other right or remedy at law or in equity Seller may decline further performance of this Agreement, or if in Seller's opinion the delivery or use of Product may result in an environmental health or safety danger or hazard. Seller may, but shall not be obligated to, grant credit terms to Buyer. Acceptance of any order is subject to final credit approval by Seller. If, in the judgement of Seller, the financial responsibility of Buyer shall at any time become impaired, Seller may without notice to Buyer, suspend credit, cancel any unfilled orders, and/or decline to make further deliveries under this Agreement except upon receipt before shipment, of payment in cash or satisfactory security for such payment. Buyer agrees, upon request, to provide Seller with its most recent financial statements and such other evidence of corporate and financial standing as Seller may reasonably request from time to time to evaluate Buyer's creditworthiness.

3. Product Returns. No Product sold hereunder shall be returned to Seller without Seller's prior written permission. Approved Product returns shall be subject to a restocking charge equal to 30% of the then current sale price FOB Seller's warehouse as indicated in the product return approval, with return freight charges for Buyer's account. For Product that cannot be returned, Seller may, in its discretion, provide Buyer with assistance on regulatory issues, disposal options and cost estimates.

4. Warranties. 4.1 Subject to Clauses

4.2, 4.3 and 4.4, Seller will replace, if necessary, any Product that does not meet the "Product Specifications Submitted by Buyer", if any, on page one (1) of the attached Cover Sheet or if none, the manufacturer's specifications. Seller may, at its sole option, elect to credit Buyer for the purchase price of any defective Product in lieu of replacement.

4.2 Replacement of, or credit for, defective Products is subject to and conditional upon, (a) Buyer's account with Seller being current and in good standing; (b) written notice from the Buyer within seven (7) days of delivery of any Product that does not meet specifications; (c) provision of independent evidence satisfactory to Seller that the Product does not meet specifications; (d) the provision of a sample of the Product to Seller for testing; (e) proper storage of this Product in accordance with Seller's or manufacturer's instructions; (f) decontamination of storage receptacles in accordance with statutory regulations and use of best practices prior to placing any Product in the receptacle; and (g) use of Products for their intended purpose.

4.3 This Warranty excludes damage to or alteration of Products arising from circumstances outside the control of Seller, including, without limitation, mixing of other chemicals or products.

4.4 The Buyer agrees to use the Products in accordance with; (a) any instructions provided to it by Seller from time to time; (b) all federal state & local laws and regulations governing the storage, use and maintenance of the Products; and (c) best industry practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Determination of the suitability of the Product(s) supplied hereunder for the uses and applications contemplated by Buyer and others shall be the sole responsibility of the Buyer. The warranty in clause 4.1 constitutes Buyer's sole remedy and Seller's sole obligation with respect to Products furnished hereunder.

5. Claims. No claim shall be allowable after any such Product has been processed in any manner, and claims on account of defect in quality, or loss of, damage to, or shortage in quantity of, the Product shall be deemed to be waived by the Buyer unless made in writing within seven (7) days from the date of receipt at destination. No action, regardless of form, arising out of the sale or delivery of Product hereunder, may be commenced by Buyer more than one year after occurrence of the event giving rise to such cause of action.

6. Limitation of Liability: Limitation of Damages: Remedies. BUYER ASSUMES ALL RISKS AND RESPONSIBILITY RESULTING FROM THE HANDLING, USE, STORAGE OR RESALE OF THE PRODUCTS, WHETHER USED SINGLY OR IN A COMBINATION WITH OTHER PRODUCTS, SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF THE PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IS GIVEN AND ACCEPTED AT BUYER'S SOLE RISK, BUYER HEREBY WAIVES ALL CLAIMS AGAINST SELLER FOR CONSEQUENTIAL DAMAGES, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION, LOSS OF USE, LOSS OF PROFITS OR BUSINESS OPPORTUNITIES OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, LIABILITIES, COSTS AND EXPENSES ARISING OUT

OF ANY USE, HANDLING, STORAGE OR RESALE OF THE PRODUCTS. BUYER'S EXCLUSIVE REMEDY AND SELLER GROUPS TOTAL LIABILITY HEREUNDER WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY FOR INDEMNITY DEFENSE OR OTHERWISE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. IN THE CASE OF BULK DELIVERIES, SELLER GROUP'S TOTAL LIABILITY IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE DELIVERY OF PRODUCT IMMEDIATELY PRECEDING THE DATE OF SUCH CLAIM, SUBJECT IN ALL CASES TO AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. BUYER HERBY SPECIFICALLY WAIVES ALL OTHER RIGHTS, IF ANY, TO INDEMNIFICATION BY SELLER WHICH MAY BE AVAILABLE AT LAW OR IN EQUITY, INCLUDING INDEMNIFICATION UNDER STATE, FEDERAL, OR COMMON LAW. SELLER SHALL HAVE NO LIABILITY TO BUYER HEREUNDER IF THE PRODUCT IS NOT USED IN ACCORDANCE WITH ITS INTENDED PURPOSE. THE MANUFACTURER'S INSTRUCTIONS OR THE REQUIREMENTS OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT OR OTHER APPLICABLE LAW.

7. Safety. 7.1 Buyer acknowledges that there may be hazards associated with the possession and use of the Product and its containers and shall assume all liability resulting from, or in any way connected with, its or their possession, transportation, handling, resale or use or its or their suitability for any particular use. Buyer acknowledges the hazardous nature of the Product, and that it has a duty to warn, protect and train as appropriate all persons who may be exposed to these hazards. Buyer also acknowledges that Seller has provided it with appropriate Safety Data Sheet(s) ("SDS"). Upon request of Buyer, Seller shall supply Buyer with additional SDS. Buyer understands that the product must not be handled or used without first consulting the SDS. Buyer will ensure that all of its employees and all other persons who might become exposed to the Product receive and refer to copies of the SDS.

7.2 in the event that Seller elects to respond to an emergency involving Product sold by Seller, Buyer hereby consents to, and releases Seller Group, from liability for, any actions Seller Group may take or fail to take in connection with such emergency. Buyer furthermore agrees to defend, indemnify and save Seller Group harmless from and against any and all losses, damages, injuries, liabilities, actions, claims or proceedings of whatever nature, arising directly or indirectly in connection with such emergency, whether or not based on seller Groups acts or omissions.

8. Buyer. Buyer accepts full responsibility for the disposal of any containers and their contents in accordance with applicable law. Buyer agrees to defend, indemnify and save Seller Group harmless from and against any and all claims, losses, damages, or expenses arising from Buyer's handling, use, storage, or disposal of any container or its contents.

9. Delivery. 9.1 Unless otherwise agreed in writing by Seller (a) all prices are net, F.O.B. carrier, Seller's warehouse and (b) title to and risk of loss of the Product shall pass to Buyer at F.O.B. point. Seller is not responsible for any loss, damage, or delay that may occur after Products have been accepted for shipment by the carrier. Claims for shipping damages must be made directly with the carrier. Applicable taxes, duties, foreign exchange, and other charges shall be calculated at the rate in effect at the time transfer of title to Buyer.

9.2 Buyer shall cooperate fully with Seller's efforts to deliver Product, and shall be appropriately prepared to safely and promptly receive Product when delivered.

9.3 Buyer is responsible for checking all Products to ensure that the correct volume, concentration levels, and type of Products have been received. Any shortage, excess, miss-shipment, or defect in any Product must be reported to seller within seven (7) days of receipt of the product by Buyer. Seller shall not be responsible for any claim for shortages or failure to meet specifications after this time.

9.4 Buyer shall provide adequate access to on-site tanks, or other suitable receptacles, to allow for efficient unloading of Products.

9.5 Late delivery or failure to supply shall in no event entitle Buyer to vary or cancel this agreement, or to claim damages in respect thereof. Delivery of Products to Buyers location shall constitute delivery to Buyer; and all risk of loss or damage shall thereupon be assumed by Buyer.

9.6 Upon Buyer's reasonable request, Seller may, at its option, assist Buyer in loading or unloading Product, but such assistance will be rendered at Buyer's sole risk. BUYER SHALL DEFEND, INDEMNIFY AND SAVE SELLER GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, LIABILITIES, ACTIONS, CLAIMS OR PROCEEDINGS OF WHATEVER NATURE ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE LOADING, DELIVERY OR UNLOADING OF THE PRODUCTS WHETHER OR NOT BASED ON SELLER GROUPS ACT OR OMISSIONS.

10. Demurrage and Buyer's Delay. If the delivery of Products is delayed or prevented by circumstances caused by Buyer, including, without limitation, by Buyer's inability to accept delivery, Buyer shall pay all costs associated with the delayed delivery, storage of products, insurance, and any costs incurred by Seller in making further attempts to deliver the Products.

11. Revision of Price. Seller shall have the right to revise the price of any Product by written notice made by (I) email, (II) regular first class mail, or (III) facsimile transmission to Buyer. In the event Seller is prevented by any governmental restriction from increasing any price herein or from continuing any price already in effect, Seller may terminate this Agreement upon fifteen (15) days prior written notice to Buyer. Without limiting the generality of the foregoing, Seller may adjust the price of any imported product at any time after order acceptance to the extent necessary to account for changes in applicable foreign exchange rates or any changes in customs duties or other governmental imposts.

12. Payment, Price and Non-Price Charges; Credits. 12.1 Until a specific order is accepted by Seller, quoted prices are subject to change without notice. Orders may not be cancelled once accepted by Seller. Seller reserves the right to correct any clerical or mathematical errors.

12.2 Unless otherwise agreed in writing by seller, payment terms are net 30 days. All payments due hereunder shall be made to Seller in lawful money of the United States at the location indicated on Seller's invoice. Acceptance by Seller of Sales drafts, checks or other forms of payment is provisional only and is subject to immediate collection of the full face amount thereof. Buyer agrees to pay all taxes (if any) upon the sale, delivery, storage and use of the Product. Buyer shall reimburse Seller for all taxes, increases in or new taxes, excises, duties or other charges which Seller may be required to pay to any government (federal, state, provincial or local) upon, or measured by, the production, sale, transportation or use of, any Product sold hereunder.

12.3 If Buyer does not pay on time, Seller may (I) place Buyer on C.O.D. (II) suspend deliveries and/or (III) charge interest at a rate of 2% per month (24% per annum) or the maximum allowed under applicable law, if less, on all overdue charges and interest.

12.4 Buyer shall pay the fees and prices set forth in this Agreement and any other special non-Price charges (including temporary emergency, plant outage, insurance and fuel and energy surcharges) that Seller may assess, from time to time. Non-Price charges are not subject to provisions of paragraph 11 and may be amended or added at Seller's discretion. Any credit issued by Seller to Buyer on account of Products may only be applied against the cost of future purchases from Seller and will not be paid in cash. Any such credit will expire one (1) year after the date of issuance, and Seller will have no obligation with respect thereto in the event that Buyer does not apply the credit prior to such expiry date.

12.5 Buyer shall have no right of set-off or withholding and no deduction of amounts due from Buyer to Seller shall be made without Seller's prior express written approval.

13. Force Majeure; Allocation of Product. 13.1 Seller shall not be liable in damages or otherwise for delay or impairment or failure of performance (other than a failure to pay any monies due) by reason of causes beyond Seller's reasonable control, including without limitation, claims of force majeure, allocations of product, work stoppages or slow-downs, plant closures, or price increases by Seller's suppliers, strikes, labor difficulties, shortage of fuel, power, raw materials or supplies, inability to obtain shipping space, transportation delays, fire, floods, accidents, riots, acts of God, war or terrorism, governmental interference or embargo, and Buyer waives any right to assert a claim against Seller in respect thereof.

13.2 If, at any time, in Seller's opinion there is a period of shortage of supply of Product for any reason, seller may allocate its inventory between Buyer and Seller's other customers in its sole discretion with no liability on Seller's part for failure to deliver the quantity or any portion thereof specified on any order, and Buyer waives any right to assert a claim against Seller in respect thereof.

14. Shipping Methods and Schedules. Unless at the time of Buyer's acceptance of Seller's Quotation, Buyer specifies in writing the desired method of transportation (air express, motor freight, etc.) Seller will use its judgement in selecting a carrier and route. Delivery schedules are estimated and assume timely receipt of all necessary information and documentation from Buyer, and Seller assumes no responsibility for delays. If Buyer delays delivery of any Product, Seller may invoice Buyer for such Product and hold it at Buyer's sole risk and expense pending instructions from Buyer.

15. General Provisions. 15.1 If Buyer takes the benefit of or becomes subject to any provision of applicable bankruptcy or insolvency law or violates any applicable law, Seller will have the right, by written notice, to immediately terminate this agreement. Seller may also terminate this agreement. In addition to any other rights Seller may have at law or in equity, if within (10) days of being notified by Seller, Buyer has failed to remedy a monetary or any other default.

15.2 Buyer may not assign this Agreement without the prior written consent of Seller. For the purposes of this Agreement, assignment shall include any assignment by merger or other operation of law. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto, Buyer will obtain a written assumption of this Agreement, in form acceptable to Seller, from any permitted transferee of Buyer.

15.3 This Agreement shall be governed by and enforced in accordance with the laws of the state in which the Seller's corporate office is located without reference to its conflict of law rules. Any dispute, controversy, or claim arising out of or related in any way to this Agreement and/or any sale and purchase or use of Products hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties shall be solely, exclusively and finally resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration shall take place before a single arbitrator unless the amount in controversy exceeds \$250,000, and in such case the arbitration shall take place before a panel of three (3) arbitrators, each of whom shall have experience with and knowledge of the chemical distribution industry. Arbitration shall take place in the state in which the Seller's corporate office is located. The language of the arbitration shall be in English. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award any damages precluded by the Agreement, or any injunctive or any other equitable relief. Each party shall bear its own costs relating to the arbitration proceedings irrespective of the outcome. This section is the sole recourse for the resolution of any disputes arising out of, in connection with, or related to the Agreement, other than sections 15.12 and 15.14. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement, including, without limitation, article 35(2) thereof.

15.4 Except as to revisions in price which are governed by Paragraph 11 herein, any notices required or given in connection with this Agreement shall be sent or delivered in writing and be made by (I) registered mail, (II) certified mail, return receipt requested, (III) overnight mail, or (IV) fax (with confirmation of receipt), to the address and to the attention of the persons specified on the Cover Sheet, which the parties agree to promptly update as necessary. Notice shall be deemed given on the day on which it is actually received or refused by the other party.

15.5 The waiver by either party of any of the rights under this Agreement shall not be construed as constituting a precedent, and shall not in any way affect, limit or prevent such party's right thereafter to enforce and compel strict compliance with each and every term or condition contained herein. The acceptance by the Seller of any payment after the specified due date shall not constitute a waiver of the Buyer's obligation to make further payments on the specified due dates. Seller shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, in any suit brought by Seller in connection with this Agreement.

15.6 If any provisions of this Agreement shall be held to be illegal or unenforceable the legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The paragraph headings are for convenience only and shall not be used in interpreting or construing this Agreement.

15.7 All specifications, formulas, drawings, illustrations, descriptive matter and particulars contained in Seller's catalogs, website and marketing documents (the "Descriptions") are indicative only, do not form part of this Agreement, and are not representations or warranties of any kind. No discrepancy between the Products and the Descriptions will entitle the Buyer to rescind this Agreement or seek compensation or damages.

15.8 Seller may vary or amend this Agreement by notice in writing to Buyer at any time. Any variations or amendments, including, without limitation, any price increases, will apply to orders placed by Buyer after the due date of the notice.

15.9 If buyer requests any amendment to this Agreement, Seller may increase the price of Products to account for any increased costs occasioned thereby.

15.10 Buyer represents and warrants that it is not a "Prohibited Person" as defined by the Office of Foreign Assets Control.

15.11 Unless Buyer is authorized to distribute the Products delivered hereunder pursuant to a written agreement with Seller, the Products are supplied to Buyer for Buyer's internal use only, and Buyer may not repackage, resell or otherwise distribute the Products to third parties without the prior written consent of Seller. Even if Seller's consent is granted, Buyer agrees to comply with all applicable export laws and regulations with respect to the Products and not to transship or resell Product to any person or entity who is a "Prohibited Person" as defined by the Office of Foreign Assets Control.

15.12 Buyer shall not use the Seller's trademarks or any part thereof as part of Buyer's name, nor register any name, including domain names, or mark confusingly similar to the Seller's trademarks. Buyer acknowledges that Buyer is not being licensed any right or interest of any kind in Seller's trademarks and that Buyer may not use same without the prior written consent of Seller.

15.13 The relationship of the parties hereto is that of Buyer and Seller. Nothing in this agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Accordingly, neither party shall be empowered to bind the other party in any way, to incur any liability or otherwise act on behalf of the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), worker's compensation, and all other employment benefits.

15.14 The terms of this Agreement are strictly confidential and Buyer shall not use or disclose the terms hereof without Seller's prior written consent.

15.15 This Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation.

15.16 This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. Signature by facsimile or by e-mail in portable document format (.pdf) shall also bind the parties to this Agreement.

16. Price Adjustments Due to Delays or Unforeseen Circumstances. Landmark Aquatic reserves the right to adjust pricing if project commencement or completion is delayed due to circumstances beyond our control, including but not limited to unforeseen site conditions, regulatory changes, supply chain disruptions, force majeure events, customer-requested delays, or other extraordinary events that materially impact costs. Any such adjustments will be communicated in writing and shall be reasonably determined based on the increased costs incurred.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/10/2026

PREPARED BY: Jason O'Mara, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to award painting services in the Recreation Center Natatorium and authorize the Acting City Manager to execute an agreement with Alvarado Painting.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$1,762,830.00

FUNDS REQUESTED: \$0

FUND: 40-506-625.40

EXECUTIVE SUMMARY:

The City of Angleton Recreation Center Natatorium has experienced visible wear and deterioration to interior wall surfaces due to age, humidity, and the corrosive nature of an indoor aquatic environment. To maintain the facility's appearance, safety, and long-term durability, staff solicited proposals for interior wall painting within the natatorium.

Staff reviewed proposals from Alvarado Painting, CertaPro Painters, and Construction Masters of Houston. The scope of work generally included surface preparation and painting of interior gypsum board and CMU walls using coatings appropriate for an aquatic environment, along with protection of adjacent areas and final cleanup.

The proposals received were as follows:

- **Alvarado Painting:** \$17,300.00
- **CertaPro Painters:** \$19,763.00
- **Construction Masters of Houston:** \$25,560.45

Alvarado Painting submitted the lowest-cost proposal while meeting the project scope requirements for the natatorium.

Based on cost, prior experience and performance, and the ability to complete the work in coordination with Recreation Center operations timeline, staff recommend proceeding with Alvarado Painting for this project.

RECOMMENDATION:

Staff recommend that City Council approve the natatorium painting improvements and authorize the Acting City Manager to execute an agreement with Alvarado Painting in the amount of \$17,300.



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 10, 2025

PREPARED BY: Lupe Valdez

AGENDA CONTENT: 2025 Racial Profiling Report

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

2025 Racial Profiling Report

RECOMMENDATION:

Accept Report

ANGLETON POLICE DEPARTMENT

2025 RACIAL PROFILING REPORT



A photograph of a Texas state flag, featuring the blue, white, and red colors of the state, partially visible on the left. The background is a field of vibrant bluebonnet flowers, a iconic Texas wildflower. The quote is overlaid on the image.

"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)

January 30, 2026

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

Dear Distinguished Members of the City Council,

The Texas Racial Profiling Law, originally enacted by the Texas Legislature in 2001, was designed to address concerns regarding racial profiling practices in law enforcement. Throughout the preceding calendar year, the Angleton Police Department, in full compliance with statutory requirements, systematically collected and reported traffic and motor vehicle-related contact data for the express purpose of identifying, evaluating, and addressing any potential concerns regarding racial profiling practices within the department.



Since its initial enactment, the Texas Racial Profiling Law has undergone significant legislative modifications. During the 2009 legislative session, the law was amended to incorporate additional data collection and reporting requirements. Subsequently, in 2017, the Texas Legislature passed two landmark pieces of legislation: House Bill 3051, which standardized racial and ethnic classification categories, and the Sandra Bland Act (Senate Bill 1849), which substantially expanded data collection mandates and analytical requirements. The Sandra Bland Act represents the most comprehensive legislative framework in Texas history pertaining to law enforcement contact data requirements. I am pleased to confirm that the Angleton Police Department has satisfied all statutory requirements, and the documentation contained herein demonstrates full compliance with these legislative mandates.

This annual report is organized into distinct sections, each addressing specific components of the compliance framework. Section One contains the table of contents, providing navigational guidance throughout the document. Section Two presents documentation demonstrating the Angleton Police Department's compliance with the procedural requirements established under the Texas Racial Profiling Law, including evidence of mandatory training protocols for all sworn personnel on racial profiling prevention, as well as the institutionalization of formal compliment and complaint processes as required by statute.

Section Three contains comprehensive statistical data pertaining to motor vehicle-related contacts, as defined by applicable law, occurring between January 1, 2025, and December 31, 2025. This section includes the Tier 2 reporting form, which must be submitted to the Texas Commission on Law Enforcement (TCOLE) and the local governing authority by March 1 of each calendar year. All data presented in this report was compared against the Fair Roads Standard, a baseline measure derived from U.S. Census Bureau data. The analytical findings and corresponding recommendations are presented in detail within this section.

The final section of this report contains reference materials, including the original text of Senate Bill 1074 (the Texas Racial Profiling Law) and the Sandra Bland Act (current governing law). Additionally, this section includes a comprehensive listing of compliance requirements established by TCOLE. The findings documented in this report substantiate the Angleton Police Department's ongoing commitment to full compliance with the Texas Racial Profiling Law and its commitment to constitutional policing practices.

Respectfully submitted,
Alex del Carmen, Ph.D.
Criminologist

TABLE OF CONTENTS

INTRODUCTION

| | |
|---------------------------|---|
| Letter to Council Members | 2 |
| Table of Contents | 3 |

RESPONDING TO THE LAW

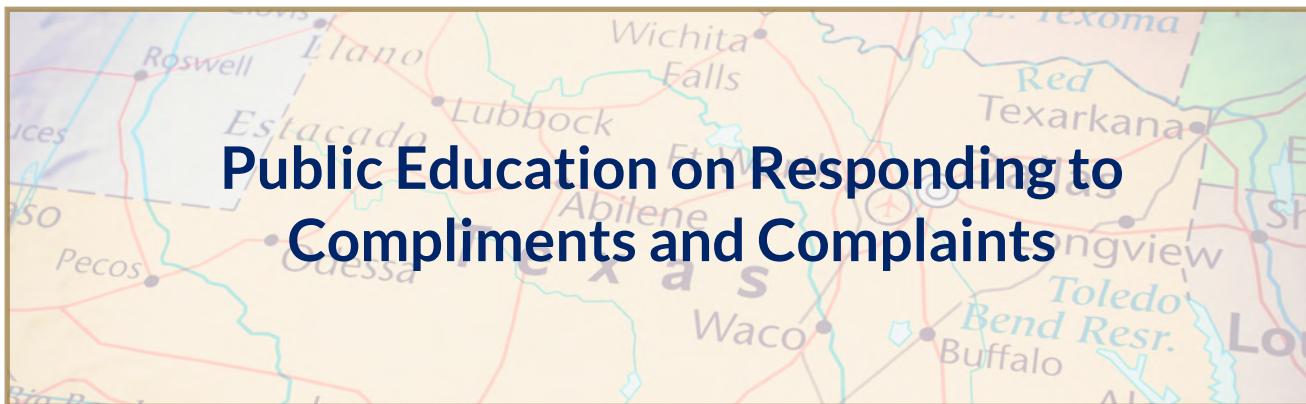
| | |
|--------------------------------------------------------|----|
| Public Education on Filing Compliments and Complaints | 4 |
| Racial Profiling Course Number 3256 | 5 |
| Reports on Compliments and Racial Profiling Complaints | 10 |
| Tier 2 Data (Includes tables) | 11 |

ANALYSIS AND INTERPRETATION OF DATA

| | |
|-----------------------------------------------|----|
| Tier 2 Motor Vehicle-Related Contact Analysis | 21 |
| Comparative Analysis | 23 |
| Summary of Findings | 24 |
| Checklist | 25 |

LEGISLATIVE AND ADMINISTRATIVE ADDENDUM

| | |
|----------------------------------------------------|----|
| TCOLE Guidelines | 27 |
| The Texas Law on Racial Profiling | 32 |
| Modifications to the Original Law | 39 |
| Racial and Ethnic Designations | 47 |
| The Sandra Bland Act | 48 |
| Angleton Police Department Racial Profiling Policy | 63 |



Informing the Public on the Process of Filing a Compliment or Complaint with the Angleton Police Department

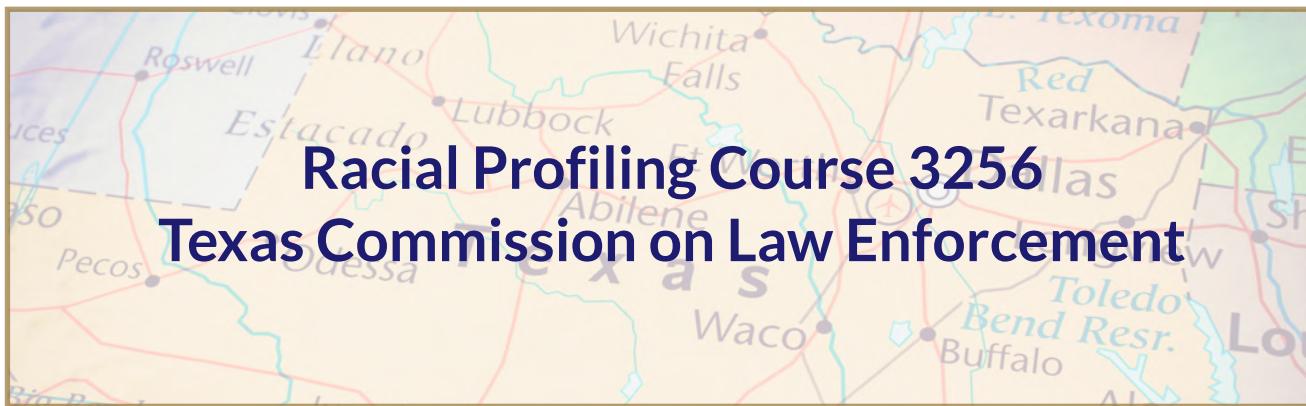
The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Angleton Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Angleton Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Angleton Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Angleton Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Angleton has been included in this report.

It is important to recognize that the Chief of the Angleton Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Angleton Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.



Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not *prima facie* evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)

2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole.
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

- A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements
- B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)
- C. A typical traffic stop resulting from racial profiling
 - 1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
 - 2. The driver and passengers are questioned about things that do not relate to the traffic violation
 - 3. The driver and passengers are ordered out of the vehicle
 - 4. The officers visually check all observable parts of the vehicle
 - 5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
 - 6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)



3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

- A. Drug courier profile (adapted from a profile developed by the DEA)
 - 1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
 - 2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
 - 3. Vehicle is rented
 - 4. Driver is a young male, 20-35
 - 5. No visible luggage, even though driver is traveling
 - 6. Driver was over-reckless or over-cautious in driving and responding to signals
 - 7. Use of air fresheners

- B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

- A. Thinking about the totality of circumstances in a vehicle stop

- B. Vehicle exterior
 - 1. Non-standard repainting (esp. on a new vehicle)
 - 2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
 - 3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
 - 4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

- C. Pre-stop indicators
 - 1. Not consistent with traffic flow
 - 2. Driver is overly cautious, or driver/passengers repeatedly look at police car
 - 3. Driver begins using a car- or cell-phone when signaled to stop
 - 4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

- D. Vehicle interior
 - 1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
 - 2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074



Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/25-12/31/25 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Angleton Police Department has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/25-12/31/25.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

| Complaint Number | Alleged Violation | Disposition of the Case |
|------------------|-------------------|-------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Additional Comments:

..

TOTAL STOPS: 9,080**STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.**

| | |
|------------------|-------|
| City Street | 7,205 |
| US Highway | 0 |
| State Highway | 1,582 |
| County Road | 27 |
| Private Property | 266 |

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

| | |
|-----|-------|
| Yes | 85 |
| No | 8,995 |

RACE OR ETHNICITY

| | |
|-------------------------------|-------|
| Alaska Native/American Indian | 26 |
| Asian/Pacific Islander | 101 |
| Black | 1,734 |
| White | 5,041 |
| Hispanic/Latino | 2,178 |

GENDER**Female Total: 3,912**

| | |
|-------------------------------|-------|
| Alaska Native/American Indian | 7 |
| Asian/Pacific Islander | 38 |
| Black | 714 |
| White | 2,327 |
| Hispanic/Latino | 826 |

Male Total: 5,168

| | |
|-------------------------------|-------|
| Alaska Native/American Indian | 19 |
| Asian/Pacific Islander | 63 |
| Black | 1,020 |
| White | 2,714 |
| Hispanic/Latino | 1,352 |

REASON FOR STOP?**Violation of Law Total: 66**

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 1 |
| Asian/Pacific Islander | 2 |
| Black | 15 |
| White | 36 |
| Hispanic/Latino | 12 |

Pre-existing Knowledge Total: 35

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 13 |
| White | 20 |
| Hispanic/Latino | 2 |

Moving Traffic Violation Total: 5,968

| | |
|-------------------------------|-------|
| Alaska Native/American Indian | 18 |
| Asian/Pacific Islander | 86 |
| Black | 1,096 |
| White | 3,411 |
| Hispanic/Latino | 1,357 |

Vehicle Traffic Violation Total: 3,011

| | |
|-------------------------------|-------|
| Alaska Native/American Indian | 7 |
| Asian/Pacific Islander | 13 |
| Black | 610 |
| White | 1,574 |
| Hispanic/Latino | 807 |

Contraband (in plain view) Total: 4

| | |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 1 |
| White | 3 |
| Hispanic/Latino | 0 |

WAS SEARCH CONDUCTED?

| | YES | NO |
|-------------------------------|------------|--------------|
| Alaska Native/American Indian | 0 | 26 |
| Asian/Pacific Islander | 0 | 101 |
| Black | 76 | 1,658 |
| White | 117 | 4,924 |
| Hispanic/Latino | 56 | 2,122 |
| TOTAL | 249 | 8,831 |

REASON FOR SEARCH?**Consent Total: 45**

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 10 |
| White | 28 |
| Hispanic/Latino | 7 |

Probable Cause Total: 142

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 52 |
| White | 55 |
| Hispanic/Latino | 35 |

Inventory Total: 36

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 9 |
| White | 19 |
| Hispanic/Latino | 8 |

Incident to Arrest Total: 22

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 4 |
| White | 12 |
| Hispanic/Latino | 6 |

WAS CONTRABAND DISCOVERED?

| | YES | NO |
|-------------------------------|------------|-----------|
| Alaska Native/American Indian | 0 | 0 |
| Asian/Pacific Islander | 0 | 0 |
| Black | 48 | 28 |
| White | 70 | 47 |
| Hispanic/Latino | 34 | 22 |
| TOTAL | 152 | 97 |

DESCRIPTION OF CONTRABAND

Drugs Total: 109

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 42 |
| White | 43 |
| Hispanic/Latino | 24 |

Currency Total: 0

| | |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic/Latino | 0 |

Weapons Total: 13

| | |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 2 |
| White | 7 |
| Hispanic/Latino | 4 |

Alcohol Total: 42

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 10 |
| White | 19 |
| Hispanic/Latino | 13 |

Stolen Property Total: 1

| | |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 0 |
| White | 1 |
| Hispanic/Latino | 0 |

Other Total: 18

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 6 |
| White | 11 |
| Hispanic/Latino | 1 |

RESULT OF THE STOP**Verbal Warning Total: 563**

| | |
|-------------------------------|-----|
| Alaska Native/American Indian | 3 |
| Asian/Pacific Islander | 4 |
| Black | 133 |
| White | 298 |
| Hispanic/Latino | 125 |

Written Warning Total: 5,575

| | |
|-------------------------------|-------|
| Alaska Native/American Indian | 18 |
| Asian/Pacific Islander | 59 |
| Black | 1,037 |
| White | 3,277 |
| Hispanic/Latino | 1,184 |

Citation Total: 2,763

| | |
|-------------------------------|-------|
| Alaska Native/American Indian | 5 |
| Asian/Pacific Islander | 38 |
| Black | 518 |
| White | 1,384 |
| Hispanic/Latino | 818 |

Written Warning and Arrest Total: 74

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 16 |
| White | 33 |
| Hispanic/Latino | 25 |

Citation and Arrest Total: 83

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 20 |
| White | 40 |
| Hispanic/Latino | 23 |

Arrest Total: 22

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 10 |
| White | 9 |
| Hispanic/Latino | 3 |

TIER 2 DATA

Item 7.

ARREST BASED ON Violation of Penal Code Total: 76

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 22 |
| White | 32 |
| Hispanic/Latino | 22 |

Violation of Traffic Law Total: 57

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 12 |
| White | 32 |
| Hispanic/Latino | 13 |

Violation of City Ordinance Total: 0

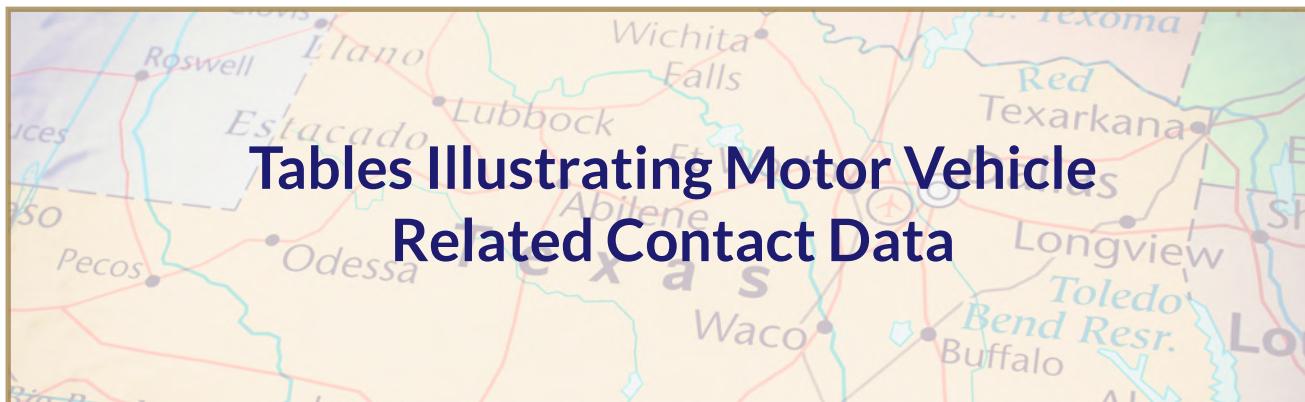
| | |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic/Latino | 0 |

Outstanding Warrant Total: 46

| | |
|-------------------------------|----|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander | 0 |
| Black | 12 |
| White | 18 |
| Hispanic/Latino | 16 |

Was physical force used resulting in bodily injury during the stop?

| | YES | NO |
|-------------------------------|----------|--------------|
| Alaska Native/American Indian | 0 | 26 |
| Asian/Pacific Islander | 0 | 101 |
| Black | 0 | 1,734 |
| White | 1 | 5,040 |
| Hispanic/Latino | 1 | 2,177 |
| TOTAL | 2 | 9,078 |



Tables Illustrating Motor Vehicle Related Contact Data

Table 1. Citations and Warnings

| Race/ Ethnicity | All Contacts | Citations | Verbal Warning | Written Warning | Contact Percent | Citation Percent | Verbal Percent | Written Percent |
|--------------------------------|--------------|--------------|----------------|-----------------|-----------------|------------------|----------------|-----------------|
| Alaska Native/ American Indian | 26 | 5 | 3 | 18 | 0% | 0% | 1% | 0% |
| Asian/ Pacific Islander | 101 | 38 | 4 | 59 | 1% | 1% | 1% | 1% |
| Black | 1,734 | 538 | 133 | 1,037 | 19% | 19% | 24% | 19% |
| White | 5,041 | 1,424 | 298 | 3,277 | 56% | 50% | 53% | 59% |
| Hispanic/ Latino | 2,178 | 841 | 125 | 1,184 | 24% | 30% | 22% | 21% |
| TOTAL | 9,080 | 2,846 | 563 | 5,575 | 100% | 100% | 100% | 100% |

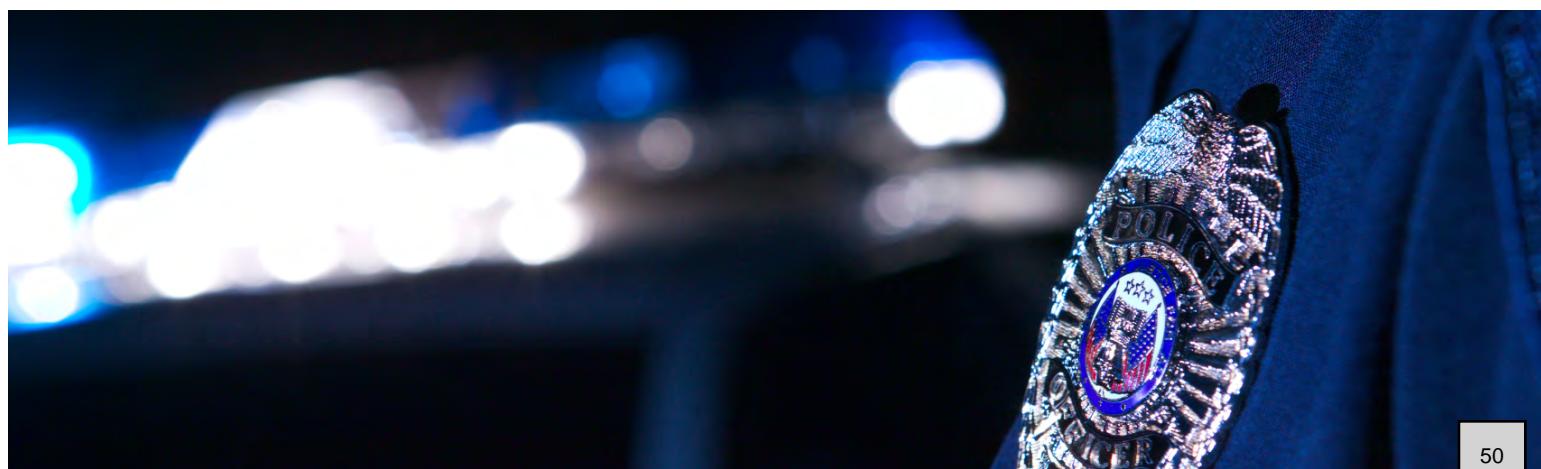


Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

| Race/Ethnicity | Contact Percentage | Households with Vehicle Access |
|--------------------------------------|--------------------|--------------------------------|
| | | |
| Alaska Native/American Indian | 0% | 0% |
| Asian/Pacific Islander | 1% | 6% |
| Black | 19% | 26% |
| White | 56% | 50% |
| Hispanic/Latino | 24% | 17% |
| | | |
| TOTAL | 100% | 99% |

Table 3. Motor Vehicle Searches and Arrests.

| Race/Ethnicity | Searches | Consent Searches | Arrests |
|--------------------------------------|----------|------------------|---------|
| | | | |
| Alaska Native/American Indian | 0 | 0 | 0 |
| Asian/Pacific Islander | 0 | 0 | 0 |
| Black | 76 | 10 | 46 |
| White | 117 | 28 | 82 |
| Hispanic/Latino | 56 | 7 | 51 |
| | | | |
| TOTAL | 249 | 45 | 179 |

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

| Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury | Arrest | Location of Stop | Reason for Stop | Bodily Harm |
|-----------------------------------------------------------------------------------|----------|--------------------------|--------------------------|-------------|
| 1 | 10/25/25 | 1113 Blk. Hoelewyn Dr. | Moving Traffic Violation | Officer |
| 2 | 11/12/25 | 700 Blk. W. Mulberry St. | Moving Traffic Violation | Both |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Table 5. Search Data

| Race/Ethnicity | Searches | Contraband Found Yes | Contraband Found No | Arrests | Percent Searches | Percent Contraband Found | Percent No Contraband | Percent Arrest |
|-------------------------------|----------|----------------------|---------------------|---------|------------------|--------------------------|-----------------------|----------------|
| Alaska Native/American Indian | 0 | 0 | 0 | 0 | 0% | 0% | 0% | 0% |
| Asian/Pacific Islander | 0 | 0 | 0 | 0 | 0% | 0% | 0% | 0% |
| Black | 76 | 48 | 28 | 46 | 31% | 32% | 29% | 26% |
| White | 117 | 70 | 47 | 82 | 47% | 46% | 48% | 46% |
| Hispanic/Latino | 56 | 34 | 22 | 51 | 22% | 22% | 23% | 28% |
| TOTAL | 249 | 152 | 97 | 179 | 100% | 100% | 100% | 100% |

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/25-12/31/25.

| Audit Data | Number of Data Audits Completed | Date of Completion | Outcome of Audit |
|-------------------|----------------------------------------|---------------------------|-----------------------------|
| 1 | 1 | 03/01/25 | Data was valid and reliable |
| 2 | 1 | 06/01/25 | Data was valid and reliable |
| 3 | 1 | 09/01/25 | Data was valid and reliable |
| 4 | 1 | 12/01/25 | Data was valid and reliable |

ADDITIONAL COMMENTS:**Table 7. Instance Where Force Resulted in Bodily Injury.**

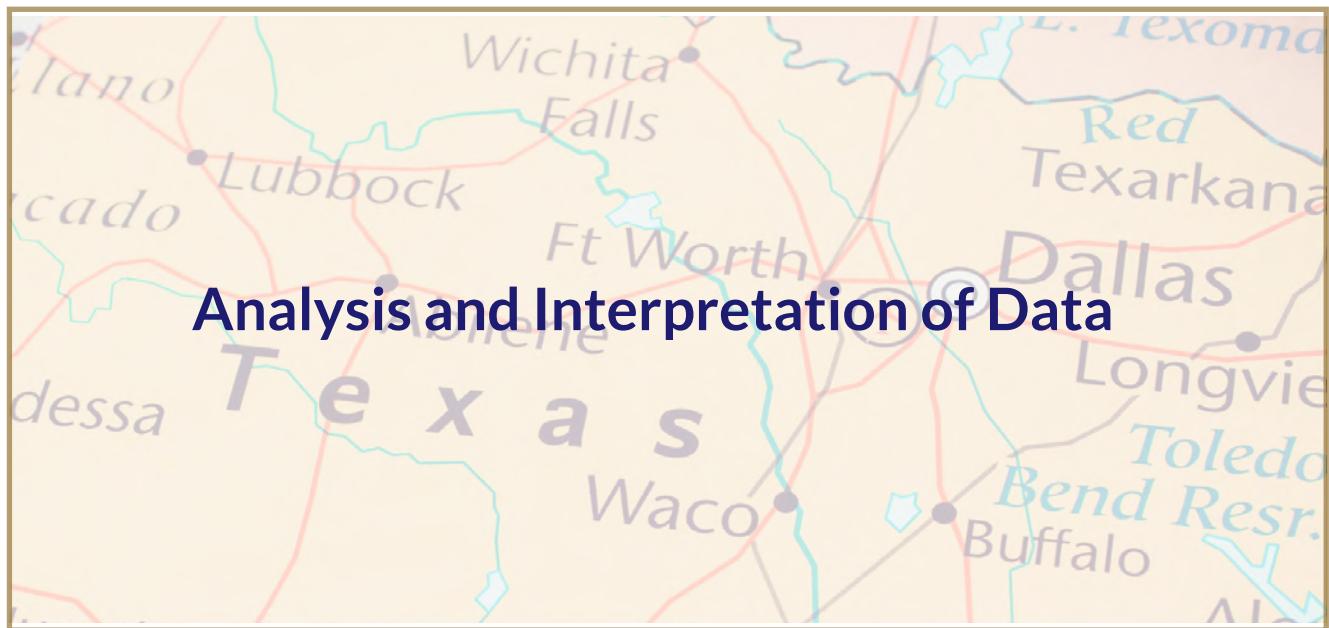
| Race/Ethnicity | Number | Percent |
|-------------------------------|---------------|----------------|
| Alaska Native/American Indian | 0 | 0% |
| Asian/Pacific Islander | 0 | 0% |
| Black | 0 | 0% |
| White | 1 | 50% |
| Hispanic/Latino | 1 | 50% |
| TOTAL | 2 | 100% |

Table 8. Reason for Arrests from Vehicle Contact

| Race/ Ethnicity | Violation of Penal Code | Violation of Traffic Law | Violation of City Ordinance | Outstanding Warrant | Percent Penal Code | Percent Traffic Law | Percent City Ordinance | Percent Warrant |
|--------------------------------|-------------------------|--------------------------|-----------------------------|---------------------|--------------------|---------------------|------------------------|-----------------|
| Alaska Native/ American Indian | 0 | 0 | 0 | 0 | 0% | 0% | 0% | 0% |
| Asian/Pacific Islander | 0 | 0 | 0 | 0 | 0% | 0% | 0% | 0% |
| Black | 22 | 12 | 0 | 12 | 29% | 21% | 0% | 26% |
| White | 32 | 32 | 0 | 18 | 42% | 56% | 0% | 39% |
| Hispanic/ Latino | 22 | 13 | 0 | 16 | 29% | 23% | 0% | 35% |
| TOTAL | 76 | 57 | 0 | 46 | 100% | 100% | 0% | 100% |

Table 9. Contraband Hit Rate

| Race/ Ethnicity | Searches | Contraband Found Yes | Contraband Hit Rate | Search Percent | Contraband Percent |
|--------------------------------|----------|----------------------|---------------------|----------------|--------------------|
| Alaska Native/ American Indian | 0 | 0 | 0% | 0% | 0% |
| Asian/ Pacific Islander | 0 | 0 | 0% | 0% | 0% |
| Black | 76 | 48 | 63% | 31% | 32% |
| White | 117 | 70 | 60% | 47% | 46% |
| Hispanic/Latino | 56 | 34 | 61% | 22% | 22% |



Legislative Background and Statutory Framework

In 2001, the Texas Legislature enacted Senate Bill 1074, establishing the Texas Racial Profiling Law. This legislation became effective on January 1, 2002, and required all law enforcement agencies in Texas to collect traffic-related contact data and submit annual reports to their respective local governing authorities by March 1 of each calendar year. The original statutory framework remained substantially unchanged until 2009, when the Texas Legislature passed House Bill 3389, introducing significant amendments to the data collection and reporting requirements.

The 2009 legislative amendments, which took effect on January 1, 2010, expanded the definition of reportable contacts to include all motor vehicle-related encounters resulting in the issuance of a citation or custodial arrest. Additionally, the amended statute required law enforcement officers to document whether they possessed knowledge of the individual's race or ethnicity prior to initiating the detention. The 2009 legislation also mandated the inclusion of "Middle Eastern" as a distinct racial and ethnic classification category and established TCOLE as the central repository for annual data submissions.

In 2017, the Texas Legislature enacted two significant pieces of legislation affecting racial profiling data collection requirements. House Bill 3051 eliminated the Middle Eastern classification category and standardized racial and ethnic designations to align with federal reporting standards. Concurrently, the Sandra Bland Act (Senate Bill 1849) was passed and signed into law, representing the most comprehensive legislative mandate in Texas history regarding law enforcement contact data requirements. The Sandra Bland Act, which became effective on January 1, 2018, not only expanded data collection requirements but also mandated detailed analytical assessments addressing the following statutory elements:

1. A comparative analysis of compiled information pursuant to Article 2.133, including:

- a. Evaluation and comparison of motor vehicle stops within the applicable jurisdiction between persons recognized as racial or ethnic minorities and persons not recognized as racial or ethnic minorities;
- b. Examination of the disposition of motor vehicle stops conducted by agency personnel, categorized according to the race or ethnicity of affected persons, including any searches resulting from stops within the applicable jurisdiction;
- c. Evaluation and comparison of searches resulting from motor vehicle stops within the applicable jurisdiction and documentation of whether contraband or other evidence was discovered during the course of such searches.

2. Documentation of all complaints filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

Analytical Methodology and Baseline Considerations

In accordance with the Texas Racial Profiling Law and Sandra Bland Act requirements, the Angleton Police Department commissioned an independent analysis of its 2025 motor vehicle contact data. The analytical framework employed in this study incorporated two distinct methodological approaches. The primary analysis involved a comprehensive evaluation of all motor vehicle-related contact data collected during the 2025 reporting period. This analysis measured, as required by statute, the number and percentage of contacts involving individuals classified as White, Black, Hispanic or Latino, Asian and Pacific Islander, and Alaska Native and American Indian, who encountered law enforcement during motor vehicle-related contacts resulting in the issuance of citations, warnings, or custodial arrests.

The Tier 2 data analysis encompassed multiple variables including, but not limited to: the number and percentage of contacts by race and ethnicity; gender distribution; documented reason for the stop; geographic location of the encounter; search activity including search type classification; outcome of the contact; legal basis for any resulting arrest; and any use of physical force resulting in bodily injury. This comprehensive data collection framework enables a thorough assessment of departmental practices and facilitates identification of any patterns warranting further examination.

The analytical framework employed in this report utilized a comparative methodology that assessed 2025 motor vehicle contact data against an established demographic baseline. It should be noted that considerable scholarly debate exists regarding the appropriate baseline measure for analyzing motor vehicle-related contact data. Among available baseline measures, the Angleton Police Department accepted the recommendation to employ the Fair Roads Standard as the primary comparative benchmark. This particular baseline is derived from U.S. Census Bureau data (2020) pertaining to the number of households with vehicle access, controlled for the race and ethnicity of heads of households.

It is important to acknowledge the methodological limitations inherent in utilizing census-derived baseline data for racial profiling analysis. Census data encompasses all residents within a given jurisdiction, regardless of their status within the driving population. Furthermore, census data captures information exclusively pertaining to municipal residents, thereby excluding individuals who may have encountered the Angleton Police Department during the reporting period but reside outside jurisdictional boundaries. In certain municipalities, contacts with non-residents constitute a substantial proportion of all motor vehicle-related encounters recorded during any given reporting period.

In 2002, prominent civil rights organizations in Texas advocated for the adoption of the Fair Roads Standard as the preferred baseline measure for all law enforcement agencies conducting racial profiling analyses. These standard compares census data specific to "households" with vehicle access against "contacts," which represent individual-level counts. This methodological approach introduces the potential for ecological fallacy, as household-level data is being compared with individual-level contact data. Notwithstanding these limitations, the Angleton Police Department elected to employ this comparison methodology to demonstrate institutional commitment to transparency and community accountability. The Fair Roads Standard data utilized in this analysis is specific to the jurisdiction of the Houston-Baytown CSA.

Tier 2 Motor Vehicle-Related Contact Analysis (2025)

Examination of the enhanced Tier 2 data collected during the 2025 reporting period reveals distinct patterns in motor vehicle-related contacts. The demographic distribution of contacts indicates that the majority of motor vehicle-related encounters involved White individuals, followed by Hispanic individuals. Among all individuals contacted by law enforcement, the greatest number of citations were issued to White and Hispanic individuals, followed by Black individuals. With respect to written warnings, the majority were issued to White individuals, with Hispanic individuals representing the second largest recipient group.

Analysis of search and arrest data reveals that the majority of searches were conducted involving White individuals. When examining search methodology, the greatest number of consent searches involved White and Black individuals. Similarly, the majority of custodial arrests involved White individuals. Overall, the preponderance of searches resulted in the discovery of contraband. Among searches that yielded contraband, the majority involved White individuals, followed by Black individuals. Among searches that did not produce contraband, the majority involved White individuals.

Arrest data indicates that the majority of custodial arrests involved White individuals. Among arrests originating from alleged violations of the Texas Penal Code, the majority involved White individuals. With respect to use of force, the department reports two instances where physical force was used resulting in bodily injury during the reporting period.

Comparative Analysis

A comprehensive comparative analysis was conducted examining 2025 motor vehicle contact data against census data pertaining to households within the Houston-Baytown CSA that reported vehicle access in the 2020 Census. This analysis produced the following findings:

The percentage of Black, Asian, and American Indian individuals who came into contact with law enforcement was equal to or lower than the percentage of Black, Asian, and American Indian households within the Houston-Baytown CSA that reported vehicle access in the most recent census enumeration. Conversely, the data revealed that a higher percentage of White and Hispanic individuals came into contact with law enforcement compared to the percentage of White and Hispanic households that reported vehicle access.

The contraband discovery rate analysis reveals that among all searches conducted during the 2025 reporting period, Black individuals demonstrated the highest contraband hit rate, followed by Hispanic and White individuals respectively. This indicates that among all searches performed, the highest percentage of searches resulting in contraband discovery involved Black individuals. The lowest contraband discovery rate was observed among White individuals.

Summary of Findings

As mandated by the current Texas Racial Profiling Law, law enforcement agencies are required to conduct data audits to validate the accuracy and reliability of reported data. In compliance with this requirement, the Angleton Police Department engaged Del Carmen Consulting, LLC to perform independent data audits consistent with normative statistical practices and methodological standards. As documented in the accompanying audit report, the validation process confirms that the data submitted is both valid and reliable.

Furthermore, as required by statute, this report includes a comprehensive analysis of search activity, including documentation of whether contraband was discovered as a result of searches while controlling for the race and ethnicity of searched individuals. The search analysis demonstrates that the Angleton Police Department is engaging in search practices consistent with prevailing national trends in law enforcement and does not reveal patterns indicative of discriminatory practices.

Based upon the analytical findings presented in this report, the following recommendations are offered to ensure continued compliance and institutional best practices:

1. Continue to collect and evaluate supplementary motor vehicle contact data elements, including but not limited to documented basis for probable cause searches and detailed contraband classification, which may prove valuable in assessing the nature and circumstances of law enforcement contacts with all individuals.
2. Commission an independent analysis of contact and search data during the upcoming reporting period to maintain analytical continuity and identify any emerging trends.
3. Continue to commission periodic data audits to ensure data integrity and verify that collected data is consistent with reported data, thereby maintaining the validity and reliability of all submissions.

Conclusion

The comprehensive data analysis presented in this report serves as documented evidence that the Angleton Police Department has achieved full compliance with the Texas Racial Profiling Law and all associated statutory requirements. This report demonstrates that the department has:

- Implemented and maintains a comprehensive racial profiling policy in accordance with statutory requirements;
- Established and publicized procedures for members of the public to file compliments or complaints regarding officer conduct;
- Commissioned periodic data audits to ensure the validity and reliability of all collected and reported data;
- Collected and commissioned independent analysis of all required Tier 2 data elements; and
- Ensured that the practice of racial profiling is expressly prohibited and will not be accepted or tolerated within the organization.

The Angleton Police Department remains committed to constitutional policing practices, equitable treatment of all individuals, and continued compliance with all applicable state and federal requirements pertaining to racial profiling prevention and reporting.

APPENDICES

[This section should include the following reference materials:]

-  Original text of Senate Bill 1074 (Texas Racial Profiling Law)
-  Sandra Bland Act (Senate Bill 1849) - Current governing law
-  TCOLE compliance requirements and guidelines
-  Agency racial profiling policy documentation
-  Training documentation and certifications
-  Complaint and compliment procedure documentation
-  Data audit methodology and validation results
-  Tier 2 data collection forms and submission confirmation



LEGISLATIVE & ADMINISTRATIVE

TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute *prima facie* evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILED AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and
(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute *prima facie* evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling; and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

- (7) the plea, the judgment, and whether bail was forfeited;
- (8) [(7)] the date of conviction; and
- (9) [(8)] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

Modifications to the Original Law

(H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

- (A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);
- (B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);
- (C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);
- (D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, ~~or~~ Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

- (A) the race or ethnicity of the individual detained; and
- (B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency~~] an annual report of the information collected under Subdivision (6) to:

- (A) the Commission on Law Enforcement Officer Standards and Education; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle [traffic] stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle [traffic] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle [traffic] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [TRAFFIC AND PEDESTRIAN] STOPS. (a) In this article, "race":

- [(1) "Race" or ethnicity" has the meaning assigned by Article 2.132(a).]
- [(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance [regulating traffic or who stops a pedestrian for any suspected offense] shall report to the law enforcement agency that employs the officer information relating to the stop, including:

- (1) a physical description of any [each] person operating the motor vehicle who is detained as a result of the stop, including:
 - (A) the person's gender; and
 - (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
- (2) the initial reason for the stop [traffic law or ordinance alleged to have been violated or the suspected offense];
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband or other evidence was discovered in the course of the search and a description [the type] of the contraband or evidence [discovered];
- (5) the reason for the search, including whether:
 - (A) any contraband or other evidence was in plain view;
 - (B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [existed and the facts supporting the existence of that probable cause];

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop[, including a description of the warning or a statement of the violation charged].

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[," pedestrian] stop" has the meaning assigned by Article 2.132(a) [means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [local] law enforcement agency shall submit a report containing the incident-based data [information] compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [in a manner approved by the agency].

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities [determine the prevalence of racial profiling by peace officers employed by the agency]; and

(B) examine the disposition of motor vehicle [traffic and pedestrian] stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [the] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle [traffic or pedestrian] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle ~~[traffic and pedestrian]~~ stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle ~~[traffic and pedestrian]~~ stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle ~~[traffic or pedestrian]~~ stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [\$5]; [and]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [\$5]; [and]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~[and]~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~[and]~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

- (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;

or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations

(H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

- (A) Alaska native or American Indian;
- (B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;
- (C) black;
- (D) white; and
- (E) Hispanic or Latino [, Native American, or Middle Eastern descent].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

- (1) Alaska native or American Indian;
- (2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;
- (3) black;
- (4) white; and
- (5) Hispanic or Latino [, or Native American descent].

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____
Date

Governor

The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. **EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION].** (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b)

or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

- (1) defendant is not charged with and has not been previously convicted of a violent offense;
- (2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];
- (3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

- (4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

- (1) mental illness or intellectual disability [mental retardation] is chronic in nature; or
- (2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
 - (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
 - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
 - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
 - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
 - (6) provide to local government officials consultation on and technical assistance for county jails;
 - (7) review and comment on plans for the construction and major modification or renovation of county jails;
 - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
 - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
 - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
 - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
 - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
 - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
 - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
 - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
 - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
 - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and

(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;

(2) an attempted suicide;

(3) a death;

(4) a serious bodily injury, as that term is defined by

Section 1.07, Penal Code;

(5) an assault;

(6) an escape;

(7) a sexual assault; and

(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

(1) topics selected by the agency; and

(2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:

(A) civil rights, racial sensitivity, and cultural diversity;

(B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]

(C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and

(D) unless determined by the agency head to be inconsistent with the officer's assigned duties:

(i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and

(ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;
 (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
 (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

- (1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
 - (A) the person's gender; and
 - (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
- (2) the initial reason for the stop;
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

- (A) any contraband or other evidence was in plain view;
- (B) any probable cause or reasonable suspicion existed to perform the search; or
- (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and (B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

President of the
Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yea 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yea 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,
Approved:

Date

Governor

Chief Clerk of the House

**ANGLETON
POLICE DEPARTMENT
RACIAL PROFILING POLICY**

| | | |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|--|
|  | ANGLETON POLICE DEPARTMENT | |
| | Policy 02.01.1 Bias-Based Profiling and Racial Profiling | |
| | Effective Date: 10/17/2022 Replaces: 02.01.01 | |
| | Approved: <u>Guadalupe Valdez</u> Chief of Police | |
| | Reference: TBP 2.01 | |

I. PURPOSE

The purpose of this policy is to reaffirm the commitment of the Angleton Police Department to unbiased policing in all encounters between a police officer and any person; to reinforce procedures that ensure public confidence and mutual trust by providing services in a fair and equitable fashion; and to protect police officers from unwarranted accusations of misconduct when they act within the dictates of this policy and the law.

II. POLICY

It is the policy of the Angleton Police Department to police in a proactive manner and to investigate suspected violations of law. Within that mandate, Angleton Police officers shall actively enforce local, state, and federal laws in a responsible and professional manner, without unlawful regard to race, gender, sexual orientation, ethnicity, or national origin. Moreover, the Angleton Police Department strictly prohibits its officers from engaging in bias-based profiling or racial profiling as those terms are defined in this policy.

Two of the fundamental rights guaranteed by the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. Accordingly, Angleton Police officers shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. Finally, bias-based profiling and racial profiling, in particular, are unacceptable policing tactics and are strictly prohibited.

This policy shall not preclude police officers from offering assistance, such as when they observe a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost, or confused. Nor does this policy prohibit an officer from stopping a person suspected of a crime based upon observed actions and/or information received about the person.

This policy applies to all police officers commissioned under the authority of the Angleton Police Department. Moreover, this policy applies to police officers' actions with respect to all persons, whether they are drivers, passengers or pedestrians.

III. DEFINITIONS

- A. Bias — the selection of an individual based solely on a common trait of a group, including, but not limited to, race, ethnicity, gender, sexual orientation, religion, economic status, age, and/or cultural background.
- B. Bias-Based Profiling — a law enforcement-initiated action, detention or interdiction based solely on a trait common to a group of people, rather than on the individual's behavior and/or information tending to identify the individual as having engaged in criminal activity.
- C. Law Enforcement Agency — means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.
- D. Motor Vehicle Stop — means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- E. Police Officer — any person licensed by the Texas Commission on Law Enforcement Officer Standards and Education and commissioned as a peace officer under the authority of the Angleton Police Department who is defined as a peace officer under Article 2.12 of the Texas Code of Criminal Procedure.
- F. Race or Ethnicity — means of a particular descent, including African, Asian, Caucasian, Hispanic, Middle Eastern or Native American descent. (Alternatively- Alaskan Native or American Indian, Asian or Pacific Islander, Black, Caucasian/White, Hispanic/Latino, or Middle Eastern)
- G. Racial Profiling — a law enforcement-initiated action based solely on an individual's race, ethnicity, and/or national origin, rather than on the individual's behavior and/or information tending to identify the individual as having engaged in criminal activity.

IV. PROHIBITION (TBP 2.01)

- A. The use of bias-based and/or racial profiling by police officers in any law enforcement encounters with persons viewed as suspects and/or potential suspects in criminal activities is strictly prohibited. The encounters to which this prohibition applies include, but are not limited to, motor vehicle stops, field contacts, and asset seizure and forfeiture operations.
- B. The prohibition against bias-based profiling and racial profiling does not preclude the Angleton Police Department from using race, ethnicity, or national origin as factors in a detention decision. For instance, a suspect's race, ethnicity, or national origin may be legitimate factors in deciding whether to detain the suspect when those factors are used as of a physical description of a specific suspect for whom a police officer is searching.

Detaining a person and inquiring into that person's activities solely because of that person's race, ethnicity, or national origin, or solely because of bias, is prohibited bias-based profiling or racial profiling.

Examples of racial profiling include, but are not limited to, the following:

1. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding, solely because of the cited driver's race, ethnicity, or national origin.

2. Detaining the driver of a vehicle solely based on the determination that a person of that race, ethnicity, or national origin is unlikely to own or possess that specific make or model of vehicle.
3. Detaining a person solely based on the determination that a person of that race, ethnicity, or national origin does not belong in a specific part of town or a specific place.

V. TRAINING

- A. A police officer shall complete the Texas Commission on Law Enforcement ("TCOLE") training and education program on racial profiling not later than (1) the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or (2) the date the officer applies for an intermediate proficiency certificate, whichever is earlier.
- B. As needed, the Angleton Police Department may schedule and require police officers to attend in-service training on bias-based profiling.

VI. COMPLAINT INVESTIGATION

- A. The Angleton Police Department shall accept complaints from any person who believes that an Angleton Police officer has engaged in bias-based profiling or racial profiling with respect to him or her. No person shall be discouraged, intimidated, or coerced from filing a complaint, nor discriminated against because he or she files such a complaint.
- B. In addition, any Angleton Police officer or Angleton Police Department employee who receives an allegation of bias-based profiling or racial profiling shall record the name, address and telephone number of the person who lodges the allegation, and shall (1) forward the complaint to the Chief of Police or his designee, or (2) direct the person how to do so. To direct the person on the filing of such a complaint, the officer or employee shall provide the person a copy of the complaint form (PD-14) and describe the process for filing a complaint.

All Angleton Police officers and Angleton Police Department employees shall report any allegations of bias-based profiling or racial profiling to their respective superiors before the end of their shifts.

- C. In processing and investigating any complaint alleging that an Angleton Police officer has engaged in bias-based profiling or racial profiling, the Angleton Police Department shall follow Angleton Police Department Directive 02.04.1 (Citizen Complaint).
- D. At the commencement of the investigation into the complaint, the appropriate Angleton Police Department shall determine whether there is a video and/or audio recording of the occurrence on which the complaint is based. If a recording exists, the department shall promptly provide a copy of it to the police officer who is the subject of the complaint on his or her written request.
- E. At the conclusion of the investigation, the department shall forward all findings and/or disciplinary action, retraining, or policy changes to the Chief of Police.
- F. If a bias-based profiling or racial profiling complaint is sustained against an Angleton Police officer in violation of this policy, that officer shall be subject to corrective action, which

may include performance improvement plan, counseling/correction, written reprimand, other appropriate training; paid or unpaid suspension; termination of employment, or other appropriate action as determined by the Chief of Police.

VII. PUBLIC EDUCATION

The Angleton Police Department will inform the public of its policy against bias-based profiling and racial profiling. This public information shall include the Department's telephone number, mailing address, and email address to make a compliment with respect to each ticket, citation, or warning issued by an officer. To do so, the Angleton Police Department may utilize news media, service or organization presentations, the Internet (including social media), campus meetings, and/or the Angleton Police Department web page located at angletonpd.net.

VIII. COLLECTION, ANALYSIS, AND REPORTING OF INFORMATION

A. PARTIAL EXEMPTION -- TIER 1 REPORTING - The Angleton Police Department shall collect information relating to (1) motor vehicle stops in which a citation (ticket or warning) is issued and (2) arrests made as a result of these stops. The information collected shall include:

1. The race or ethnicity of the person detained as stated by the person or as determined by the standard of any reasonable police officer to the best of his/her ability and whether the officer knew or did not know the race or ethnicity of the person detained before the detention occurred;
 - a) The race or ethnicity of the individual includes:
 - (1) Black
 - (2) Asian
 - (3) White
 - (4) Hispanic
 - (5) Middle Eastern
 - (6) Native American
 - (7) Other
2. The number of Contacts, Total Searches (combination of Consensual and Probable Cause Searches), Consensual Searches, Probably Cause Searches, Custodial Arrests, Racial Profiling Complaints received, and complaint outcomes to include: Sustained, Not Sustained, Unfounded, Exonerated
3. Whether the officer made an arrest.
4. Whether the officer issued a ticket, citation, or warning
5. Whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code ("means physical pain, illness, or any impairment of physical condition), during the stop;
6. The location of the stop.

7. The reason for the stop.
- B. Not later than February 1 of each year, the Sergeant of Professional Standards of shall submit to the Chief of Police a report containing the information required by Paragraph A that his or her police department compiled during the previous calendar year.
- C. After receiving the information described in Paragraph B, the Chief of Police shall compile and analyze the information contained in each report. Not later than March 1 of each year, the Chief of Police shall submit a report of the information collected under Paragraph A to TCOLE and to the City Council.
- D. The report required by Paragraph B shall not include identifying information about the peace officer who makes a motor vehicle stop or about the person who is stopped or arrested by the peace officer. However, this subsection does not affect the Angleton Police Department's duty to collect the information required by Paragraph A.

IX. USE OF VIDEO AND AUDIO EQUIPMENT

- A. The policy of the Angleton Police Department is that all Angleton Police vehicles regularly used by a police officer to make motor vehicle stops shall be equipped with a video camera and transmitter-activated equipment.
- B. Each motor vehicle stop made by a police officer shall be recorded by video and audio equipment or audio equipment.
- C. Angleton Police Department shall retain the video and audio recording or audio recording of each motor vehicle stop for at least 90 days after the date of the stop.
- D. If a complaint is filed alleging that a police officer has engaged in bias-based profiling or racial profiling with respect to a motor vehicle stop, the Angleton Police Department shall retain the video and audio recording or audio recording of the stop until final disposition of the complaint.
- E. Supervisors shall ensure that police officers record all motor vehicle stops and the Chief of Police or his designee shall periodically conduct reviews of a randomly selected sampling of video/audio recordings to determine if patterns of biased based profiling exist.
- F. Supervisors will complete a monthly body worn camera review for each officer assigned to their shift. This review will be documented on Form PD-
- G. If the equipment used to record motor vehicle stops is malfunctioning or otherwise not operable, the officer making the stop shall report the malfunction to his/her supervisor immediately and manually collect the data and properly record and report the information as required by this policy and Article 2.133, Texas Code of Criminal Procedure, "Reports Required for Motor Vehicle Stops". Repairs deemed necessary should be made as soon as practicable.



Copyright 2025 Del Carmen Consulting© All Rights Reserved.

For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting©
817.681.7840
www.texasracialprofiling.com
www.delcarmenconsulting.com

Disclaimer: The author of this report, Alejandro del Carmen/del Carmen Consulting©, is not liable for any omissions or errors committed in the acquisition, analysis, or creation of this report. Further, Dr. del Carmen/del Carmen Consulting© is not responsible for the inappropriate use and distribution of information contained in this report. Further, no liability shall be incurred as a result of any harm that may be caused to individuals and/or organizations as a result of the information contained in this report.



Copyright: This report may not be altered or reproduced outside the agreed terms, in any manner whatsoever without the written permission of the author.



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 10, 2026

PREPARED BY: Colleen Martin

AGENDA CONTENT: Discussion and possible action on the renewal of the Wind and Hail insurance as part of the City's property insurance program for a policy beginning February 15, 2026.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$414,219

FUNDS REQUESTED: \$242,818

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

EXECUTIVE SUMMARY:

Each year, the City of Angleton purchases Wind & Hail insurance as part of the property insurance program. The current policies expire on February 14, 2026. Over the past five (5) years, the City has had two windstorm claims: one in 2021 after Hurricane Nicholas, which paid the city \$18,809.70, and one in 2024, after Hurricane Beryl, which paid the city \$1,152.

In 2025, the city paid \$414,218.43 in windstorm/ hail premiums, which included Wind Buydown Deductibles. A deductible buydown is an insurance contract provision that allows an insured party to pay a higher premium to reduce the deductible if a claim is made and paid.

This year the City Wind and Hail insurance, placed with Hagan Insurance, has a total premium of \$242,817.82, a savings of \$171,400.61; the policies have the same coverages as 2025 but the deductible buydown has increased to \$10,000 for each location shown on the included chart.

RECOMMENDATION:

Staff recommend renewing the City's Wind and Hail insurance coverage for the policy year beginning February 15, 2026.

2026 City of Angleton, Texas
Wind/Hail

| Bldg No. | Facility | *Street Address | *Real Property Value (\$) | Machinery & Equipment Value (\$) | Personal Property Value (\$) | Total Insured Values | Wind Buydown Deductible | Deductible | Premium |
|----------|-----------------------------|--------------------|---------------------------|----------------------------------|------------------------------|----------------------|-------------------------|------------|----------------------|
| 1 | City Hall | 121 S. Velasco | \$ 5,472,400 | \$ - | \$ 528,000 | \$6,000,400 | \$10,000.00 | 5% | \$ 44,144.56 |
| 2 | Fire Station 3 | 2743 N Velasco | \$ 1,342,100 | \$ - | \$ 350,000 | \$1,692,100 | \$10,000.00 | 5% | \$ 12,440.21 |
| 3 | Fire Station 1 | 221 N Chenango | \$ 1,970,000 | \$ - | \$ 350,000 | \$2,320,000 | \$10,000.00 | 5% | \$ 17,056.49 |
| 4 | Fire Station 2 | 106 E. Cemetery Rd | \$ 253,000 | \$ - | \$ 10,000 | \$ 263,000 | \$10,000.00 | 5% | \$ 1,933.56 |
| 9 | Recreation Center & Pool | 1601 N. Valderas | \$ 7,000,000 | \$ - | \$ 650,000 | \$7,650,000 | \$10,000.00 | 5% | \$ 56,242.31 |
| 25 | Animal Control | 535 S Anderson | \$ 578,400 | \$ - | \$ - | \$ 578,400 | \$10,000.00 | 5% | \$ 4,252.36 |
| 26 | Police Station | 104 Cannan | \$ 3,614,568 | \$ - | \$2,000,000 | \$5,614,568 | \$10,000.00 | 5% | \$ 41,277.94 |
| | Main Water Plant Bldg | 1102 N Chenango | \$ 150,000 | \$ 1,000,000 | \$ 25,000 | \$1,175,000 | \$10,000.00 | 5% | \$ 8,638.52 |
| 31 | Sewer Plant Main Bldg | 500 Sebesta Rd | \$ 151,120 | \$ 800,000 | \$ 25,000 | \$ 976,120 | \$10,000.00 | 5% | \$ 7,176.37 |
| 38 | Water Plant Control Panel a | 400 W. Henderson | \$ 300,000 | \$ 800,000 | \$ - | \$1,100,000 | \$10,000.00 | 5% | \$ 8,087.13 |
| 46 | Sewer Plant Machinery | 500 Sebesta Rd. | \$ 150,000 | | \$ 160,000 | \$ 310,000 | \$10,000.00 | 5% | \$ 2,279.10 |
| | Water Treatment | 2600 Jamison | \$ 125,151 | \$ 500,000 | \$ 300,000 | \$ 925,151 | \$10,000.00 | 5% | \$ 6,801.65 |
| 71 | City Hall Annex | 116 S Velasco | \$ 4,223,000 | \$ - | \$ 200,000 | \$4,423,000 | \$10,000.00 | 5% | \$ 32,517.61 |
| | | | | | | | | | \$ 33,027,739 |
| | | | | | | | | | \$ 242,847.81 |

The 2025-2026 Premium was \$414,219. The savings in premium for 2026-2027 is \$171,400.61.



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 10, 2026

PREPARED BY: Desiree Henson

AGENDA CONTENT: Discussion and possible action to approve the regular meeting minutes of October 28, 2025, November 12, 2025, December 9, 2025, the special meeting minutes of December 16, 2025, the regular meeting minutes of January 13, 2026, and January 27, 2026.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Approval of the City Council regular meeting minutes of October 28, 2025, November 12, 2025, December 9, 2025, the special meeting minutes of December 16, 2025, the regular meeting minutes of January 13, 2026, and January 27, 2026.

RECOMMENDATION:

Approve the City Council regular meeting minutes of October 28, 2025, November 12, 2025, December 9, 2025, the special meeting minutes of December 16, 2025, the regular meeting minutes of January 13, 2026, and January 27, 2026.



**CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, OCTOBER 28, 2025 AT 6:00 PM**

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, OCTOBER 28, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

Mayor Wright called the meeting to order at 6:00 P.M.

PRESENT

Mayor John Wright
 Mayor Pro-Tem Travis Townsend
 Council Member Blaine Smith
 Council Member Tanner Sartin
 Council Member Christiene Daniel
 Council Member Barbara Simmons

Acting City Manager Guadalupe "Lupe" Valdez
 City Attorney Scott Francis
 City Secretary Michelle Perez

PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Townsend gave the Pledge of Allegiance.

INVOCATION

Reverend Michael Gable with First Presbyterian Church, gave the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CEREMONIAL PRESENTATIONS

1. Presentation of the Professional Municipal Court Week proclamation.

Mayor Wright presented the Professional Municipal Court Week proclamation to Municipal Court staff.

EXECUTIVE SESSION

The City Council held an executive session at 6:05 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

2. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Municipal Court Prosecutor Contract and Parks and Recreation Board Youth Member Appointment)
3. Discussion and possible action to approve Ordinance No. 20251014-003 appointing Jeffrey R. Gilbert the Municipal Court Judge for the Municipal Court of Record of the City of Angleton; and providing and effective date. Pursuant to Section 551.074 of the Texas Government Code.

OPEN SESSION

The City Council adjourned Executive Session at 6:28 P.M. and reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

2. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Municipal Court Prosecutor Contract and Parks and Recreation Board Youth Member Appointment)

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved a 3% raise for Prosecutor Perry Stevens and authorized the City Manager to negotiate the contract. The motion passed on a 6-0 vote.

2. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Municipal Court Prosecutor Contract and Parks and Recreation Board Youth Member Appointment)

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved Addyson Schwarz to be appointed as a youth board member to the Parks and Recreation Board for a term to expire 10/1/2026. The motion passed on a 6-0 vote.

3. Discussion and possible action to approve Ordinance No. 20251014-003 appointing Jeffrey R. Gilbert the Municipal Court Judge for the Municipal Court of Record of the City of Angleton; and providing and effective date. Pursuant to Section 551.074 of the Texas Government Code.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved Ordinance No. 20251028-003 appointing Jeffrey R. Gilbert, the Municipal Court Judge for the Municipal Court of Record of the City of Angleton and authorized a 3% raise. The motion passed on a 6-0 vote.

CONSENT AGENDA

4. Discussion and possible action on the 2026 City Holidays.
5. Discussion and possible action to approve an Engagement Letter with Crowe to provide a financial audit and report on the financial statements for Fiscal Year 2024-2025.
6. Discussion and possible action to approve the Quarterly Investment Reports for September 2025.
7. Discussion and possible action to approve Resolution No. 20251028-007 designating authorized signatories for contractual documents and documents for requesting funds pertaining to the General Land Office Community Development Block Grant – Mitigation Supplemental Program (CDBG-MIT Supplemental) and providing that this resolution shall become effective from and after its passage.
8. Discussion and possible action to approve a contract with Tetra Tech for debris monitoring services.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Smith, council approved consent agenda item No. 4. Discussion and possible action on the 2026 City Holidays; item No. 5. Discussion and possible action to approve an Engagement Letter with Crowe to provide a financial audit and report on the financial statements for Fiscal Year 2024-2025; item No. 6. Discussion and possible action to approve the Quarterly Investment Reports for September 2025; item No. 7. Discussion and possible action to approve Resolution No. 20251028-007 designating authorized signatories for contractual documents and documents for requesting funds pertaining to the General Land Office Community Development Block Grant – Mitigation Supplemental Program (CDBG-MIT Supplemental) and providing that this resolution shall become effective from and after its passage; and item No. 8. Discussion and possible action to approve a contract with Tetra Tech for debris monitoring services. The motion passed on a 6-0 vote.

REGULAR AGENDA

9. Discussion and possible action on street overlays for the Fiscal Year 2025-2026 projects.

Hector Renteria presented the agenda item and stated that annually the City of Angleton enters an interlocal agreement with Brazoria County for road maintenance. He stated the city is in the project selection portion of the interlocal agreement.

Matt Hanks, Brazoria County Engineer, and Mr. Renteria engaged in discussion with council regarding what streets to overlay. Mr. Hanks provided updates to the overlay process, and current construction.

Upon a motion by Council Member Sartin and seconded by Council Member Daniel, council approved street overlays for the Fiscal Year 2025-2026 projects for Henderson Road (Buchta Road to Highway 35 - 2,810 FT) and Western Avenue (Heritage Oaks Drive to Highway 35 - 2,890 FT). The motion passed on a 6-0 vote.

10. Update and discussion on the Abigail Arias Park Project by Claudia Walker with Burditt.

Jason O'Mara, Director of Parks and Recreation, introduced the agenda item and stated that Staff continue to advance the Abigail Arias Park project on schedule through the Construction Documents (CD) phase. Burditt delivered the 60% Construction Documents on October 14, 2025; staff completed and returned consolidated comments on October 21, 2025. Next milestones are 90% Construction Documents in early November. The current Preliminary Opinion of Probable Cost based on the 60% CD's, estimates a base construction total of approximately \$2,802,531, reflecting Phase 1 scope that includes: family restroom/pavilion, loop trail and sidewalks, parking and drives, site/parking lighting, playground, splash pad, poured-in-place surfacing, artificial-turf berm, site furnishings, dumpster enclosure, monument sign, and softscape/irrigation (with trees anticipated via donation). Staff are coordinating Abigail's Reach on a sponsorship campaign, and with vendors to maximize purchasing power and preserve Phase 1 scope within the budget.

Claudia Walker with Burditt. Ms. Walker presented the Abigail Arias Park preliminary 3D renderings.

Council discussed the sense of urgency to get the project completed. Mayor Pro-Tem Townsend gave Ms. Walker the date of June 28, 2026, to have something completed on the project, the day of Abigail's 14th birthday. Ms. Walker stated they can work with tighter deadlines to try and make things work.

No action taken.

11. Discussion and possible action to consider the Angleton Estuary LLC Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction (ETJ), being a tract containing 107.483 acres of land located in John W. Cloud League & the J.D.E J. Valderas Survey, Brazoria County, Texas. Pursuant to the provisions of Subchapter D, Chapter 42 of the Texas Local Government Code.

Otis Spriggs, Director of Development Services presented the agenda item and stated that this is a request for approval of a petition filed originally on December 16, 2024, requesting release of approximately 107.483 acres of land from the extraterritorial jurisdiction (ETJ) of the City of Angleton enabled by new legislation known as Senate Bill 2038. The request is from the owners of the property, Angleton Estuary LLC. The enacted state law allows landowners or residents to submit a written petition to a city to release their property from the city's extraterritorial jurisdiction (ETJ). In the 88th (Regular) Texas legislative session, Senate Bill 2038 was passed and is effective as of September 1, 2023. The newly enacted Local Government Code, Chapter 42, Subchapters D and E codified and established a petition and election process for releasing property from a city's ETJ. Staff have reviewed the property status that is subject to this petition for ETJ removal, as it relates to the long-range Comprehensive Land Use Plan. The land use plan recognized this study area as a commercial node/gateway into the city that recommends Industrial and Commercial uses along the SH288-B corridor. While this property lies within a distance of approximately 390 ft. to the city limits line, its removal could affect the core planning consistency for that region.

An appropriate mix of both commercial and industrial uses are recommended for this area with good access to highways and major arterials. City Council voted to deny this request on January 28, 2025, of the petition requesting removal from the Extraterritorial Jurisdiction. If no action is taken, the removal is automatically approved by operation of law.

Scott Francis, Randle Law Office City Attorney, addressed Council and stated the petition was received and city council denied it based on the fact that there was still a lawsuit pending and since the lawsuit has been dismissed, now the property has been released according to law but council can take action for a more formal action but the action take has no legal effect on the outcome.

Mayor Wright stated that this is the State Legislature for passing the law and there will be ramifications on the city in the long term. These are prime growth areas in the city, and the city has no recourse. This is landlocking the city on the North side of the city in some cases.

Mayor Pro-Tem stated that this is the State Legislator taking control away from local government. This is saying that the State is smarter and knows better than local government. Focusing on this particular tract that is on the North side of 523 across from Angleton High School, the developers would like to develop with no fees, and the problem it puts the City of Angleton in is that this means the land could be anything as long as it follows the guidelines of the county. The development could put a strip mall with strip bars and there would be no prohibition, could be a shooting range, hundreds of apartments, residential, and hypothetically speaking it could be HEB but the problem with that is that it takes all the sales tax away from the city. City government is funded by sales tax and wished the local legislators understood that but decided otherwise. The developer can do anything they want and the city has no binding authority.

Mayor Wright stated that if the landowner of this property decided that they wanted to build a well, they could, and they would be tapping into the same water system as the city. He stated that Texas Commission on Environmental Quality (TCEQ) needs to think about what they are doing.

Council Member Sartin stated that the citizens often ask how these developments and the buildouts of the developments are occurring and why there is not more regulation, and stated that this is a perfect example of the state stepping in and taking that control away from the city and not allowing the citizens to elect representation that can control these types of things in the extraterritorial jurisdiction (ETJ).

Mayor Wright stated that he has spoken many times to Senator Mayes Middleton and other senators and to no avail, nothing has happened regarding Senate Bill 2038.

Upon a motion by Council Daniel and seconded by Mayor Pro-Tem Townsend, Council moved to *DENY* the Angleton Estuary LLC Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction (ETJ), being a tract containing 107.483 acres of land located in John W. Cloud League & the J.D.E J. Valderas Survey, Brazoria County,

Texas. Pursuant to the provisions of Subchapter D, Chapter 42 of the Texas Local Government Code. The motion passed on a 6-0 vote.

Mayor moved to item No. 15

15. Discussion and possible action to approve Ordinance No. 20251028-015 an ordinance by the City Council of the City of Angleton, Texas authorizing the issuance and sale of the City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2025; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.

Joe Morrow with Hilltop Securities addressed Council and stated that the city is authorizing the issuance of Combination Tax and Revenue Certificate of Obligations Series 2025 in the amount of \$8,090,000 for the costs associated with the design, construction, acquisition and equipment of water and sewer system improvements including wastewater treatment plant improvements and the costs of professional services related. The city received an A+ rating.

Upon a motion by Mayor Pro-Tem Townsend and Council Member Sartin, council approved Ordinance No. 20251028-015 an ordinance by the City Council of the City of Angleton, Texas authorizing the issuance and sale of the City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2025; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto. The motion passed on a 6-0 vote.

Mayor Wright moved to item No. 12

12. Discussion and possible action to award the 2024 Community Development Lift Station No. 24 Sanitary Sewer Collection System Rehabilitation Project to King Solution Services, LLC in the amount of \$163,536.00

John Peterson, City Engineer with HDR, addressed council and stated on October 7, 2025, the City received seven (7) bids for the above reference project. The project includes trenchless rehabilitation of approximately 850 linear feet of sewer line and cementitious wall lining of 3 sanitary manholes, and removal and replacement of 1 sanitary manhole.

Upon a motion by Council Member Sartin and seconded by Mayor Pro-Tem Townsend, Council approved the award of the 2024 Community Development Lift Station No. 24 Sanitary Sewer Collection System Rehabilitation Project to King Solution Services, LLC in the amount of \$163,536.00. The motion passed on a 6-0 vote.

13. Discussion and possible action on the proposed Texas Department of Transportation 288B Downtown Improvements.

John Peterson, City Engineer with HDR, addressed council and presented the plans for the 288B Downtown Improvements. The city was selected for a \$5 Million grant for improvements to the 288B Downtown area. Texas Department of Transportation

(TxDot) has hired Pape-Dawson to provide engineering services for the 288B Downtown Improvements. HDR received the TxDOT plans on October 14, 2025.

Council gave direction to Mr. Peterson to submit comments and questions regarding facades, modifying the existing drainage, utilities, and removing bike lane to TxDOT before moving forward. The utility project will be on hold for now.

No action taken.

14. Discussion and possible action on a water tank maintenance contract with Utility Service Co., Inc.

Hector Renteria, Director of Public Works, addressed council and stated the services in this contract will include an upfront renovation of the tank, and the installation of a much-needed mixer. This mixer is needed to help keep the water in the tank in constant movement. The tower must be drained periodically due to stratification, and high-water age. Annually, the tank will be inspected and Utility Service Co., Inc. will provide a written report. Biennially, the tank will have a washout inspection performed by Utility Service Co., Inc. annual fee for contract year 1 shall be \$30,000.00. The annual fees for contract years 2, 3, and 4 shall be \$95,642.00 per contract year. The annual fee for contract year 5 shall be \$22,709.00.

Michael Conway with USG, addressed Council to speak on the company and contract. Mr. Conway stated

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, council approved a water tank maintenance contract with Utility Service Co., Inc. with the stipulation that the maintenance contract can be canceled with a 90 day notice. The motion passed on a 6-0 vote.

16. Discussion and possible action to approve Resolution No. 20251028-016 designating a representative and alternate to the Houston-Galveston Area Council 2026 General Assembly.

Upon a motion by Council Member Daniel to nominate Mayor Wright and Mayor Pro-Tem Townsend to the Houston-Galveston Area Council 2026 General Assembly.

Upon an amended motion by Council Member Daniel and seconded by Council Member Smith, council approved Resolution No. 20251028-016 designating Mayor Wright as representative and Council Member Sartin as alternate to the Houston-Galveston Area Council 2026 General Assembly. The motion passed on a 6-0 vote.

EXECUTIVE SESSION

The City Council held an executive session at 9:05 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

17. Deliberate regarding security devices or security audits; the deployment, or specific occasions for implementation, of security personnel or devices pursuant to Section 551.076 of the Texas Government Code.
18. Consultation with attorney, pursuant to Section 551.071 of the Texas Government Code.
19. Deliberation regarding economic development negotiations pursuant to Section 551.087 of the Texas Government Code.

OPEN SESSION

The City Council adjourned Executive Session and reconvened into Open Session at 10:20 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

17. Deliberate regarding security devices or security audits; the deployment, or specific occasions for implementation, of security personnel or devices pursuant to Section 551.076 of the Texas Government Code.

No action taken.

18. Consultation with attorney, pursuant to Section 551.071 of the Texas Government Code.

Upon a motion by Council Member Sartin and seconded by Council Member to authorize the City Attorney to initiate the termination clause for the waste water treatment project with Shneider Electric. The motion passed on a 6-0 vote.

19. Deliberation regarding economic development negotiations pursuant to Section 551.087 of the Texas Government Code.

No action taken.

COMMUNICATIONS FROM MAYOR AND COUNCIL

Mayor Pro-Tem Townsend requested an update at the next meeting on the bond funds dedicated to the Fire Department. Acting City Manager Valdez stated that the Fire Department decided they no longer needed the apparatus bay but could use the bond funds for maintenance.

Mayor Wright thanked staff for getting projects moving forward and faster, customer service levels are increasing and improving, it is great to see and hear.

Acting City Manager Valdez commented on the Facebook post regarding the commercial production that came to the city and stated that they brought 150 people to the city of Angleton, they compensated the apartment complex and the people that were immediately affected by their filming, a local church and business were compensated. Mr. Valdez stated that they brought money to Angleton, and they stated that they never worked for a city where the citizens were so nice to them.

ADJOURNMENT

The meeting was adjourned at 10:28 P.M.

These minutes were approved by Angleton City Council on this the 10th day of February, 2026.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary



**CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
WEDNESDAY, NOVEMBER 12, 2025 AT 6:00 PM**

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON WEDNESDAY, NOVEMBER 12, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor John Wright
Mayor Pro-Tem Travis Townsend
Council Member Blaine Smith
Council Member Christiene Daniel
Council Member Barbara Simmons

Acting City Manager Guadalupe "Lupe" Valdez
City Attorney Grady Randle
City Secretary Michelle Perez

ABSENT

Council Member Tanner Sartin

PLEDGE OF ALLEGIANCE

Council led the Pledge of Allegiance.

INVOCATION

Reverend Dr. Tammy Isaac with the University of Texas, gave the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CEREMONIAL PRESENTATIONS

1. Presentation of service awards.

Colleen Martin, Director of Human Resources, presented Jovita Danielle Tolbert for five years of service in Municipal Court and Cody Norris for five years of service in the Police Department.

2. Presentation of the Small Business Saturday Proclamation.

Mayor presented the Small Business Saturday Proclamation to Gina Aguirre Adams with the Hispanic Chamber of Commerce. Angleton Chamber of Commerce was not in attendance to accept.

CONSENT AGENDA

3. Discussion and possible action to approve the Cunningham Recreation proposal in the amount of \$389,095.34 for playground equipment, material transport, and installation at the Freedom Park and authorize the City Manager to execute the Cunningham Recreation proposal.
4. Discussion and possible action to approve Resolution No. 20251112-004 approving a contract with Government Capital Corporation for the purpose of financing playground equipment for Freedom Park.
5. Discussion and possible action to approve the contract for Lift Station No. 8 Sanitary Sewer Collection System Rehabilitation Project with King Solutions in the amount of \$821,310.00.
6. Discussion and possible action to approve the contract for the 2024 Community Development Lift Station No. 24 Sanitary Sewer Collection System Rehabilitation Project with Kings Solutions in the amount of \$163,536.00.
7. Discussion and possible action to approve the Mass Gathering Permit and waive the associated fees for the Angleton Soccer Club's South Texas Youth Soccer Eastern District Championships at BG Peck Park from December 6-7, 2025.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Smith, Council approved removing consent agenda item No. 7 for discussion and approving the remaining consent agenda item No. 3. Discussion and possible action to approve the Cunningham Recreation proposal in the amount of \$389,095.34 for playground equipment, material transport, and installation at the Freedom Park and authorize the City Manager to execute the Cunningham Recreation proposal; 4. Discussion and possible action to approve Resolution No. 20251112-004 approving a contract with Government Capital Corporation for the purpose of financing playground equipment for Freedom Park; 5. Discussion and possible action to approve the contract for Lift Station No. 8 Sanitary Sewer Collection System Rehabilitation Project with King Solutions in the amount of \$821,310.00; and 6. Discussion and possible action to approve the contract for the 2024 Community Development Lift Station No. 24 Sanitary Sewer Collection System Rehabilitation Project with Kings Solutions in the amount of \$163,536.00. The motion passed on a 5-0 vote with Council Member Sartin absent.

REGULAR AGENDA

7. Discussion and possible action to approve the Mass Gathering Permit and waive the associated fees for the Angleton Soccer Club's South Texas Youth Soccer Eastern District Championships at BG Peck Park from December 6-7, 2025.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Smith, Council approved the Mass Gathering Permit and waive the associated fees for the Angleton Soccer Club's South Texas Youth Soccer Eastern District Championships at BG Peck Park from December 6-7, 2025. The motion passed on a 5-0 vote with Council Member Sartin absent.

PUBLIC HEARING AND ACTION ITEM

8. Conduct a public hearing, discussion, and possible action on Ordinance No. 20251112-008 assigning a C-G, commercial general district zoning district with a specific use permit overlay, for the White Oak Power Distribution substation on a 26.084 acre site, located north of 3343 East Mulberry Street/Highway 35, Angleton, Texas 77515, providing a severability clause; providing for a penalty; and providing for repeal and effective date, and findings of fact.

Otis Spriggs, Director of Development Services, introduced the agenda item.

Upon a motion by Council Member Smith and seconded by Council Member Daniel, Council opened the public hearing at 6:21 PM. The motion passed on a 5-0 vote with Council Member Sartin absent.

There were no speakers for or against the item.

Upon a motion by Council Member Daniel and seconded by Mayor Pro-Tem Townsend, Council approved closed the public hearing at 6:22 PM. The motion passed on a 5-0 vote with Council Member Sartin absent.

Council and staff had a discussion on the similar issues they may have later on as they currently do with Gambit and stated that they would like to have a discussion with Texas New Mexico at the December or later council meeting

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council tabled Ordinance No. 20251112-008 assigning a C-G, commercial general district zoning district with a specific use permit overlay, for the White Oak Power Distribution substation on a 26.084 acre site, located north of 3343 East Mulberry Street/Highway 35, Angleton, Texas 77515, providing a severability clause; providing for a penalty; and providing for repeal and effective date, and findings of fact. The motion passed on a 5-0 vote with Council Member Sartin absent.

REGULAR AGENDA

9. Discussion and possible action on the 2026 city employee health plan.

Colleen Martin, Director of Human Resources, addressed Council and spoke on the 2026 city employee health plan options.

Upon a motion by Council Member Daniel and seconded by Council Member Smith, Council approved Option 1: No change to the plans or costs to the employees and for the city to absorb an increase of \$355,226, for the 2026 city employee health plan. The motion passed on a 5-0 vote with Council Member Sartin absent.

10. Update and discussion on Freedom Park Field expansion.

Jason O'Mara presented addressed Council and stated that on October 14, 2025, staff provided City Council with an update on the status of the Freedom Park Field Expansion Project. Since that meeting, staff and Burditt Land | Place have continued to refine project components based on Council feedback and direction. The project remains on schedule with 90% Construction Documents (CDs) completed. Staff are awaiting feedback from Angleton Independent School District (AISD) before proceeding to 100% CDs to ensure that the proposed field design aligns with potential district requirements should an interlocal agreement be established. Staff are coordinating with local vendors to explore completing sidewalk and concrete scope items through a city-managed contract, which may help reduce overall construction costs. Burditt prepared an updated Preliminary Opinion of Probable Costs (OPC) dated November 4, 2025, providing two cost scenarios to help evaluate base construction and add-alternate options. These include comparisons of sod versus artificial turf, as well as options for covered seating and field lighting. Staff have met with the AISD Superintendent to explore a potential interlocal agreement for shared use and community access. Discussions are progressing, but no formal agreement is currently in place. To ensure the project design aligns with AISD's potential needs, staff are awaiting feedback from AISD before advancing to 100% CDs, allowing the proposed field layout and amenities to meet their requirements should an agreement be reached. Staff anticipate returning to Council in December 2025 with additional details on partnership opportunities and potential costsharing considerations. 88 Item 10. Pending additional feedback, bidding could begin in late 2025 or early 2026, with final construction document approval projected for December 2025 and construction anticipated to begin in 2026.

Mr. O'Mara introduced Claudia Walker, Director of Landscape Architecture with Burditt Construction. Ms. Walker presented a Preliminary Opinion of Probable Costs (OPC) with a project construction total of \$2,099,840.

Mr. Omara stated the next step is to bring 100% construction plans for approval at the December meeting. Ms. Walker stated that once construction begins it should be completed in approximately three months but will confirm with the contractor.

No action was taken.

11. Discussion and possible action on an application for Tree Mitigation Plan for the Freedom Park - Detention and Drainage Project, located south of FM 523 and north of Freedom Park.

Agenda item removed from the agenda. No discussion.

12. Discussion and possible action on an application for the Tree Mitigation Site Plan for the Windrose Green community, located at the intersection of FM 523 and Windrose Green Blvd, directly east of Angleton High School.

Agenda item removed from the agenda. No discussion.

13. Update and discussion on the Comprehensive Plan Update and Study.

Otis Spriggs, Director of Development Services, addressed council and gave details on how to participate in the survey questionnaire. Mr. Spriggs encouraged Council and the public to participate in the survey by scanning the QR code or visiting the city website.

Mayor requested a quarterly update from Ardurra.

14. Update, discussion and possible action on drainage projects.

Hector Renteria, Director of Public Works, addressed council and presented a list of drainage projects to include Meadowview Lane, Laurie Lane, Northview Drive, Rayburn Ridge, N. Remmington Drive, and contracted ditch maintenance. Mr. Renteria stated that Rayburn Ridge and Meadow View are the worst of the list.

Mr. Renteria stated Meadowview Lane Drainage Improvements is a repair to an old concrete storm sewer outfall in Brushy Bayou. It appears that the movement in the ground has caused the joint to open and is causing a sinkhole above the pipe from soil intrusion into the drainage system. Laurie Lane Drainage Improvements is a rewarding and culvert cleaning project to increase capacity in the existing ditch. Elevations must be verified at the culvert at SH 288B and at the railroad crossing to ensure that the existing ditch can be lowered. Northview Dr. Drainage Improvement, the roadway's crown has settled causing water to spread outside of the gutter line onto the street. The existing drainage swale has silted in and requires regrading. Two options have been provided. Option 1 – is to remove and replace a portion of the existing roadway to reestablish the crown of the roadway and Option 2 – Is to use Uretek to slab jack the existing paving to reestablish the crow of the paving. Ditch regrading will occur on both options. Rayburn Ridge will require a new outfall beginning at Brushy Bayou to provide the required depth to extend a drainage system to the intersection of Rayburn and Richland. Beginning with a new outfall, new culverts and inlets will be installed in the existing ditch along Hospital Dr. The proposed storm sewer will turn south on Rayburn Ridge and continue to Richland Circle. Asphalt roadway point repairs and curb replacement will be required on Rayburn Ridge to install the new drainage system. North Remmington Drive is to reduce normal maintenance of an existing ditch by installing slope paving. Contracted Ditch Maintenance would be to hire a contractor for ditch maintenance. This would include the re-grading of ditches and cleaning out the

culverts. We have had previous costs of this of \$4.25 per linear foot of re-grading, and \$250.00 per culvert cleaning.

No action taken.

DEPARTMENT REPORTS

15. Department Reports for October

Mayor and Council asked questions and had discussions with staff on their departments submitted monthly reports for October.

COMMUNICATIONS FROM MAYOR AND COUNCIL

Mayor Wright thanked staff for addressing his concerns over the last two weeks. He appreciates everyone being receptive and engaged. Mayor stated that the people on Alexand Court on Halloween go above and beyond for the community.

Council Member Simmons asked Martha Eighme, Director of Communications and Marketing, to give an update on Market Days. Ms. Eighme gave the dates, times and location of the event.

ADJOURNMENT

The meeting was adjourned at 8:19 P.M.

These minutes were approved by Angleton City Council on this the 10th day of February, 2026.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary



**CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, DECEMBER 09, 2025 AT 6:00 PM**

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, DECEMBER 09, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor John Wright
Mayor Pro-Tem Travis Townsend
Council Member Blaine Smith
Council Member Barbara Simmons
Council Member Tanner Sartin
Council Member Christiene Daniel

Acting City Manager Guadelupe "Lupe" Valdez
City Attorney Grady Randle
City Secretary Michelle Perez

PLEDGE OF ALLEGIANCE

Council Member Simmons led the Pledge of Allegiance.

INVOCATION

Pastor Brian Van Doren with Second Baptist Church gave the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CONSENT AGENDA

1. Discussion and possible action to approve the regular meeting minutes of July 8, 2025, July 22, 2025, August 12, 2025, August 26, 2025, September 9, 2025, and September 23, 2025, the special meeting minutes of September 30, 2025, and the regular meeting minutes of October 14, 2025.
2. Discussion and possible action to approve an interlocal agreement with Brazoria County for the selected street overlays.

3. Discussion and possible action on Keep Angleton Beautiful Texas Department of Transportation (TxDOT) traffic controller cabinet wrap art recommendations and authorize the Acting City Manager to execute artist agreements after TxDOT approval.
4. Discussion and possible action on an interlocal agreement with Brazoria County Emergency Services District (ESD) No. 3 for fire protection, fire suppression, and rescue services.
5. Discussion and possible action to approve Resolution No. 20251209-005 declaring property salvage and authorizing the liquidation and/or disposal of city owned vehicle salvage property, providing an effective date.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved consent agenda items 1. Discussion and possible action to approve the regular meeting minutes of July 8, 2025, July 22, 2025, August 12, 2025, August 26, 2025, September 9, 2025, and September 23, 2025, the special meeting minutes of September 30, 2025, and the regular meeting minutes of October 14, 2025; 2. Discussion and possible action to approve an interlocal agreement with Brazoria County for the selected street overlays; 3. Discussion and possible action on Keep Angleton Beautiful Texas Department of Transportation (TxDOT) traffic controller cabinet wrap art recommendations and authorize the Acting City Manager to execute artist agreements after TxDOT approval; 4. Discussion and possible action on an interlocal agreement with Brazoria County Emergency Services District (ESD) No. 3 for fire protection, fire suppression, and rescue services; and 5. Discussion and possible action to approve Resolution No. 20251209-005 declaring property salvage and authorizing the liquidation and/or disposal of city owned vehicle salvage property, providing an effective date. The motion passed on a 6-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS

6. Conduct a public hearing, discussion, and possible action to approve Ordinance No. 2025112-008, zoning approximately 26.084 acres out of 41.876 acres to Commercial General (C-G)/Specific Use Permit (SUP) Overlay, Texas New Mexico Power (TNMP) and CenterPoint Substations, for property located adjacent and north of 3343 E. Mulberry Street/ Highway 35, Angleton, TX 77515, providing a severability clause; providing for a penalty; and providing for repeal and effective date, and findings of fact. (Tabled 11/12/25).

Otis Spriggs, Director of Development Services addressed council and stated Texas New Mexico Power Company (TNMP) and CenterPoint are requesting consideration of a Zoning and Specific Use Permit (SUP) for the balance of the White Oak Substation property recently annexed by Council on August 26, 2025, under Ordinance No. 20250826-009. The Planning and Zoning Commission and City Council are asked to assign the zoning and specific use permit to the said 26.084 acres. This action will update the mapping of the recently annexed property. Similarly, City Council previously granted the SUP for the Electrical Power Distribution Substations on July 23, 2024, under Ordinance No. 20240723-013 for the frontage portion of the site that remained within the City Limits for many years. On November 12, 2025, City Council held public

hearing on this item and voted to table the matter until the next meeting in order for the applicant to appear and provide clarity to proximity issues of potential impacts raised, such as sound on neighboring properties that may result from such facilities. Questions were raised by the Council as to the setback of the substation equipment and structures.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council opened the public hearing at 6:08 P.M. The motion passed on a 6-0 vote.

No one spoke for or against this item.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council closed the public hearing at 6:08 P.M. The motion passed on a 6-0 vote.

Council, staff and Michael O'Brien, Engineering Manager with TNMP entered into a discussion regarding the project. Mayor asked what TNMP is doing to make sure the noise is minimal and Mr. O'Brien stated that it is a substation and the only noise that will come out of it is when the transformer is on and the transformer is only on when the fan is on. Mayor asked if the noise fluctuates depending on the season/temperature and Mr. O'Brien stated that there are peak times when it's hot the fans need to run to keep the oil and transformers cool. Mayor Pro-Tem Townsend asked if TNMP has a standard volume level and Mr. O'Brien stated for the most part it will not be heard unless you are up under it. Mayor Pro-Tem asked if there has ever been an instance where they had to remediate an issue or ordinance because of the sound level and Mr. O'Brien said no. Council Member Daniel asked what the plans for the additional 15 acres on the site and Mr. O'Brien stated that it would be a staging site for hurricane response. Council Member Daniel asked if there are plans in the future to make deals with data mining sites or any other battery storage systems and Mr. O'Brien stated that TNMP is a service provider, that it is possible to connect but not on this property.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved Ordinance No. 2025112-008, zoning approximately 26.084 acres out of 41.876 acres to Commercial General (C-G)/Specific Use Permit (SUP) Overlay, Texas New Mexico Power (TNMP) and CenterPoint Substations, for property located adjacent and north of 3343 E. Mulberry Street/ Highway 35, Angleton, TX 77515, providing a severability clause; providing for a penalty; and providing for repeal and effective date, and findings of fact. (Tabled 11/12/25). The motion passed on a 6-0 vote.

REGULAR AGENDA

7. Update and discussion on boards and commissions vacant positions.

Council Member Simmons presented the agenda item and announced the vacant positions for Planning and Zoning Commission, Board of Adjustment, and Angleton Better Living. Ms. Simmons stated that each board meets at different times of the day, explained the importance of each board, and encouraged Angleton Residents to apply and serve on the city's boards and commissions.

8. Discussion and possible action to approve Resolution No. 20251209-008 designating one (1) representative to serve on the Brazoria County Joint Airport Zoning Board; providing for repeal; and providing for an effective date.

Upon a motion by Council Member Sartin and seconded by Council Member Mayor Pro-Tem Townsend, Council approved Resolution No. 20251209-008 designating Carl Baker to serve on the Brazoria County Joint Airport Zoning Board; providing for repeal; and providing for an effective date. The motion passed on a 5-0 vote. Council Member Daniel recused herself.

9. Discussion and possible action on an agreement between Anchor Holdings MP, LLC and the City of Angleton, accepting the donation of a 2-acre parcel of land located on the east side of FM 521, approximately 1,400 ft. south of the intersection of County Road 32/Ashland Boulevard, Brazoria County.

Removed from the agenda. No discussion or action taken.

10. Discussion and possible action on a request for the City of Angleton's consent to the Municipal Utility District (MUD) Boundary, as part of the Strategic Partnership Agreement, for a petition adding a 4.90 acre tract and a 1.943 acre tract into the MUD 82 District situated in the City's Extraterritorial Jurisdiction (ETJ), and part of the Ashland Development, located along SH288 and east of the FM 521 corridor.

Otis Spriggs, Director of Development Services, addressed council and stated Ashland Development is part of a Strategic Partnership Agreement (SPA) within Municipal Utility District (MUD)-82 (April 29, 2024), and also a Development Agreement executed with the City on June 6, 2023. The attorney for the MUD-82 is requesting the City of Angleton's consent, as part of the Strategic Partnership Agreement, for a petition adding a 4.90 acre tract and a 1.943 acre tract into the MUD 82 District situated in the City's Extraterritorial Jurisdiction (ETJ), and part of the Ashland Development, located along State Highway 288 at the future Ashland Boulevard corridor.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved a request for the City of Angleton's consent to the Municipal Utility District (MUD) Boundary, as part of the Strategic Partnership Agreement, for a petition adding a 4.90 acre tract and a 1.943 acre tract into the MUD 82 District situated in the City's Extraterritorial Jurisdiction (ETJ), and part of the Ashland Development, located along SH288 and east of the FM 521 corridor. The motion passed on a 6-0 vote.

11. Discussion and possible action on the Preliminary Plat of Ashland Section 7B as resubmitted, and to consider updates to the Ashland Land Plan as it relates to this section located on the northeast curved section of Sapphire Springs Trail, east of Section 6, and north of Section 7A.

Otis Spriggs, Director of Development Services addressed council and stated Ashland Development is part of a Strategic Partnership Agreement (SPA) within MUD-82 (April 29, 2024), and also a Development Agreement executed with the City on June 6, 2023. The Ashland Development developer is requesting minor adjustments to the lot layout.

The primary change involves increasing the product type from 50' to 60' lots in this section. This adjustment required shifting lot lines to accommodate the increased width. As a result, the lot count was reduced from 59 lots to 49 lots. The boundary was revised slightly; however, the right of way (ROW) and reserve acreage remains unchanged.

Mark Janik, Vice President of Ashland Development addressed Council and gave a presentation.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved a Preliminary Plat of Ashland Section 7B as resubmitted, and to consider updates to the Ashland Land Plan as it relates to this section located on the northeast curved section of Sapphire Springs Trail, east of Section 6, and north of Section 7A. The motion passed on a 6-0 vote.

12. Discussion of a concept review of a Preliminary Layout for the property at 416 N. Tinsley Street at Cincinnati Street, proposed by Torrian Miller for a 7-lot single residential subdivision, located on property zoned Multi-Family-29 Zoning District.

Otis Spriggs, Director of Development Services addressed council and stated ...

Council entered into discussion with the developer and discussed the concern with one of the lots blocking the possibility of connecting road.

13. Discussion and Possible Action on an application for the Tree Mitigation Site Plan for the Windrose Green community, located at the intersection of FM 523 and Windrose Green Blvd, directly east of Angleton High School.

Otis Spriggs, Director of Development Services, addressed council and stated the applicant has submitted the Tree Mitigation Site Plan for the Windrose Green community, located at the intersection of FM 523 and Windrose Green Blvd, directly east of Angleton High School. The City Engineer created a letter, with which the staff collaborated with the applicant. Staff met with the applicants and made clear that the city will accept a fee in lieu of the tree replacement. The fee in lieu of tree replacement must be consistent with the replacement costs for three (3) caliper-inch heritage trees (Live Oak or Pecan) from a local landscape provider. The site consisted of approximately 155 acres of thickly vegetated underbrush. A total of 24 heritage trees were removed from the site, due to the need for fill dirt placement on future home sites, at the locations shown on the attached exhibit. These 24 heritage trees combined totaled 198 caliper inches. The tree ordinance requires a 3:1 mitigation ratio for new developments, equaling $(198 \text{ inches} \times 3) = 594$ caliper inches of total mitigation required. During Phase 1 installation of the amenities for this community, 145 new heritage and significant trees were planted within the community, above and beyond the two-tree-minimum requirement for all single-family residential homebuilders per lot. The tree ordinance requires a minimum of 1.5 180 Item 13. 2 caliper-inch trees. Of these 145 new trees, the measured caliper sizes ranged between 2 inches and 4 inches, for a total of 389.5inches. The Phase 2 amenity project added another 26 trees, of which the minimum size planted

was 3- inch caliper, bringing the total to (78 inches + 389.5 inches) = 467.5 in. To meet the intent of the tree ordinance, the developer would need to plant an additional 126.5inches (594 inches required - 467.5 inches provided) = 126.5 inches remaining.

Upon a motion by Council Member Sartin and seconded by Council Member Daniel, Council approved an application for the Tree Mitigation Site Plan for the Windrose Green community, located at the intersection of FM 523 and Windrose Green Blvd, directly east of Angleton High School. With 15% ratio of trees planted (58.35 caliber inches). The motion passed on a 6-0 vote.

14. Discussion and Possible Action on an application for Tree Mitigation Plan for the Freedom Park - Detention and Drainage Project, located south of FM 523 and north of Freedom Park.

Otis Spriggs, Director of Development Services, addressed council and stated

Council, staff and the developer entered into a discussion and spoke regarding a fee in lieu of trees. Mayor stated that there is no purpose in planting trees since the park is not developed. Council Member Sartin requested that we charge a \$92,000 fee to recoup the trucks rentals to load dirt and a 1:1 tree fee of \$72,000. It was suggested that the request for the two separate fees be discussed separately at a future meeting. The developer requested that the city does another cost analysis of the trees and will come back with his cost to discuss in January.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council tabled an application for Tree Mitigation Plan for the Freedom Park - Detention and Drainage Project, located south of FM 523 and north of Freedom Park. The motion passed on a 6-0 vote.

15. Update, discussion and possible action on the 288B Downtown Improvements.

John Peterson, City Engineer with HDR addressed council and requested the council's decisions on the downtown project traffic light poles, antique lights, and pavement. Council decided on the fluted black traffic light pole but if the city has to replace or repair the traffic pole if damaged then council requested to go with the standard TxDOT pole where TxDOT would be responsible. Council decided on the antique lights post and requested to keep the old antique lights; council also request for Mr. Peterson to find out what type of lighting is used for the antique post. Mr. Peterson will come back with pavement, plantings, rocks or bolder ideas.

No action was taken.

16. Discussion and possible action to approve Amendment No. 2 with HDR for Lift Station No. 8 Sanitary Sewer Collection System Rehabilitation Project in the amount of \$19,600.

John Peterson, City Engineer with HDR stated that the contractor will hold their prices if the city can add 25% more to the project. HDR is currently working with the grant administrator to petition the General Land Office (GLO) for that extra 25%. Mr. Peterson stated that if the city continues with construction with the additional 25% and

GLO comes back and says no then the city will have to cover the cost. Council discussed waiting until a response is received from GLO.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council tabled Amendment No. 2 with HDR for Lift Station No. 8 Sanitary Sewer Collection System Rehabilitation Project in the amount of \$19,600 until the first meeting in January. The motion passed on a 6-0 vote.

17. Update and discussion on Abigail Arias Park Project.

Council requested to bring this item back for a special council meeting on December 16, 2025.

18. Update and discussion on Freedom Park Field expansion.

Council requested to bring this item back for a special council meeting on December 16, 2025.

19. Discussion and possible action on the city's current projects and funding.

Susie Hernandez, Director of Finance, addressed Council and presented a fund balance and cash history and presented current projects cost and funding. Ms. Hernandez suggested moving forward with the projects already in place to finish them to completion and to leave a 50/50 balance to Water and General fund for future projects.

The project and amounts to use are as following:

| 2022 Bond Series-Anex K-Mock-Bays | | | |
|--------------------------------------------------|-------------------|-------------------------------------|---------------------------------------------------------------|
| 2022 Bond Tx Star | K-Mock | Fund 122 | |
| TEAL | 5,005,919.63 | | 6,449,133.21 (3,550,532.94) 2,898,600.27 (40,637.10) |
| IAD | 290,264.00 | | |
| Fire Station | | 2,857,963.17 (500,000.00) | |
| | | 2,357,963.17 | 2,358,000.00 |
| 2018 bond/Silver Saddle and Parish Street | | | |
| Street Fund | | | 904,852.64 1,776,533.93 2,681,386.57 |
| Construction | | | (2,800,000.00) (75,000.00) |
| Engineering | | (193,613.43) | (193,613.00) |
| 288 construction project | | (1,400,000.00) | (1,400,000.00) |
| Construction | | | |
| Match | | (1,068,457.00) | (1,100,000.00) |
| Waste Water | | | 3,000,000.00 1,000,000.00 |
| Engineering | | | 4,000,000.00 |
| Lorraine | | | 1,000,000.00 |
| | | | 5,000,000.00 |
| Reimbursement | | | 3,000,000.00 |
| Freedom Park | 13 year old field | 831,000.00 (350,000) | 831,000.00 (350,000.00) |
| Bates Park | Extra field | (350,000) | (350,000.00) |
| Abilgat park | Phase 1 | (325,000) | (325,000.00) |
| | | | 2,702,030.60 |

As you can see we are able to meet all the needs for the existing project with money left over for more water and sewer projects.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council gave direction to move forward with moving forward with the projects already in place to finish them to completion and to leave a 50/50 balance to Water and General fund for future projects. The motion passed on a 6-0 vote.

20. Discussion and possible action on approving Resolution No. 20251209-020 casting votes for the Board of Directors of the Brazoria County Appraisal District.

Upon a motion by Council Member Daniel and seconded by Council Member Sartin, Council approved Resolution No. 20251209-020 casting 17 votes for Susan Spoor on the Board of Directors of the Brazoria County Appraisal District ballot. The motion passed on a 6-0 vote.

DEPARTMENT REPORTS

21. November Department Reports

Council discussed the reports with staff.

COMMUNICATIONS FROM MAYOR AND COUNCIL

Mayor Wright thanked all of PD and everyone who showed up with Shop with a Cop. Including Mayor Pro-Tem Townsend who took the time to assist two kids with Shop with a Cop. He wished everyone a Merry Christmas and Happy New Year. He appreciated Staff for all their hard work and acknowledged the Heart of Christ event.

Mayor Pro-Tem stated that staff did a fantastic job this year and sincerely appreciates it.

Council Member Blaine stated that he couldn't do his council job without staff taking their time out to assist him.

Council Member Daniel stated that council couldn't do what council is doing without staff and thanked everyone for the teamwork, it shows, she is excited about the future.

Council Member Sartin stated that he appreciates the enthusiasm he sees in everyone, there's a definite change. He thanked everyone.

Mayor Wright thanked council and thinks it is a great council and are going in the right direction.

ADJOURNMENT

The meeting was adjourned at 9:38 P.M.

These minutes were approved by Angleton City Council on this the 10th day of February 2026.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary



CITY OF ANGLETON
SPECIAL CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, DECEMBER 16, 2025 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, DECEMBER 16, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor John Wright
 Mayor Pro-Tem Travis Townsend
 Council Member Blaine Smith
 Council Member Barbara Simmons
 Council Member Tanner Sartin
 Council Member Christiene Daniel

Acting City Manager Guadelupe "Lupe" Valdez
 Assistant City Secretary Desiree Henson

REGULAR AGENDA

1. Update, discussion and possible action on Abigail Arias Park plans.

Jason O'Mara, Director of Parks and Recreation introduced the agenda item and stated that the Abigail Arias Park Project remains on schedule as staff complete the final stages of the Construction Document (CD) phase. The 100% Construction Documents / Permit Set were delivered on December 10, 2025, City permit review is complete, and staff are working with Burditt Land | Place on final bidding documents. Mr. O'Mara presented an updated project schedule and Phase 1 site plan for Council's reference. At the December 9, 2025 City Council meeting, Council approved an additional \$325,000 in funding to support the project, strengthening the City's ability to move forward with bidding and construction while maintaining the approved project scope and quality. As part of project development, staff met with a designer to review initial concept plans for a memorial and donor recognition wall at the pavilion entrance. Renderings are currently being refined, and staff plan to meet with the Arias Family in early December to review final concepts and gather input prior to completing the design and soliciting a vendor to support fabrication and installation. Vendor solicitation also continues for key project components, including the playground, splash pad, site furnishings, tree donations, signage, and the dumpster/electrical enclosure. Following a request at the

October 28 Council meeting to evaluate extending the driveway through the newly acquired property to Anderson Street, staff consulted Burditt for an initial review. Burditt provided a rough estimate of approximately \$145,000 for the driveway connection and two light poles, inclusive of survey, geotechnical work, and civil design. Because this property was not part of the original project scope, no survey or geotechnical data exists, and completing this work would add four to ten weeks to the schedule and require a contract amendment. Given the project is trending over budget, the added scope would further increase costs, and the additional survey and design work would delay the current project timeline, staff recommend that Council consider this connection as a potential Phase 2 improvement, rather than incorporating it into the current project. Milestones include 100 percent of CD's and permit set completed on December 10, 2025, city permit review on December 16, 2025, advertise for bids in the middle of December 2025, receive bids and provide a recommendation in early January 2026, approve contract is late January or early February. Claudia * with Claudia* with Burditt Consultants addressed Council to answer questions regarding the renderings. Ms. * stated that the splash pad will be approximately 3,600 square feet and the playground is 5,973 square feet. Mayor Pro-Tem Townsend stated that there might be a need in the future for additional parking to prevent visitors from parking on the roadways. Council Member Sartin stated that they could revisit adding parking spaces in Phase 2.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved the final plans for Abigail Arias Park. The motion passed on a 6-0 vote.

2. Update, discussion and possible action on Freedom Park Field expansion plans.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved the Freedom Park Field expansion plans with the following three modifications: reduce the left and right baselines from 375 foot to 325 foot; place three-foot CNU behind the backstop and netting from dugout to dugout; and to make the CNU on the backside height of the dugouts five foot. The motion passed on a 6-0 vote.

3. Discussion and possible action to approve Landmark Aquatics proposals for aquatic facility improvements at the Angleton Recreation Center as part of the 2024 Angleton Better Living Corporation (ABLC) Bond and Texas Parks and Wildlife Department (TPWD) Non-Urban Indoor Recreation Grant and authorize the Acting City Manager to execute the associated proposals.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved Landmark Aquatics proposals for aquatic facility improvements at the Angleton Recreation Center as part of the 2024 Angleton Better Living Corporation (ABLC) Bond and Texas Parks and Wildlife Department (TPWD) Non-Urban Indoor Recreation Grant and authorize the Acting City Manager to execute the associated proposals. The motion passed on a 6-0 vote.

ADJOURNMENT

The meeting was adjourned at 6:49 P.M.

These minutes were approved by Angleton City Council on this the 10th day of February 2026.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary



**CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, JANUARY 13, 2026 AT 6:00 PM**

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JANUARY 13, 2026, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor John Wright
Mayor Pro-Tem Travis Townsend
Council Member Blaine Smith
Council Member Barbara Simmons
Council Member Tanner Sartin
Council Member Christiene Daniel

Acting City Manager Guadelupe "Lupe" Valdez
Assistant City Secretary Desiree Henson
City Attorney Grady Randle

PLEDGE OF ALLEGIANCE

Council Member Smith gave the Pledge of Allegiance.

INVOCATION

Pastor Brad Du Bose, Angleton Central Assembly, gave the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CEREMONIAL PRESENTATIONS

1. Presentation of employee service award.
2. The presentation of Certificates of Appreciation to Rhonda Barton and Walmart for their dedication to the Shop with a Cop program.
3. Presentation of a Certificate of Appreciation to Janice Smithhart for her continuous donation of food to the Angleton Police Department.

4. Presentation of the Miss Rodeo Texas Reanna Santos Day proclamation.

Removed from the agenda.

CONSENT AGENDA

5. Discussion and possible action to approve Landmark Aquatics proposal for tile cleaning and tile repairs at the Angleton Recreation Center natatorium; and authorize the Acting City Manager to execute the associated proposals.
6. Discussion and possible action ratifying Resolution No. 20251209-010 for the City Council's December 9, 2025, approval consenting to the Municipal Utility District (MUD) Boundary Annexation, for a petition which adds a 4.90 acre tract and a 1.943 acre tract into the MUD 82 District, situated within the Ashland Development.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved consent agenda items 5. Discussion and possible action to approve Landmark Aquatics proposal for tile cleaning and tile repairs at the Angleton Recreation Center natatorium; and authorize the Acting City Manager to execute the associated proposals; and 6. Discussion and possible action ratifying Resolution No. 20251209-010 for the City Council's December 9, 2025 approval consenting to the Municipal Utility District (MUD) Boundary Annexation, for a petition which adds a 4.90 acre tract and a 1.943 acre tract into the MUD 82 District, situated within the Ashland Development. The motion passed on a 6-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS

7. Conduct a public hearing, discussion, and possible action to approve Ordinance No. 20260113-007, a Zoning Text Amendment, amending the Code of Ordinances, Section 28-81(b)- Use Regulations (Charts), adding "Studio Tattoo or Body Piercing" as a Specific Use Permit (S.U.P.) allowance within the Central Business District (CBD), Light Industrial (LI), Commercial- Mixed Use (C-MU), and Commercial- Office/Retail (C-OR) Zoning Districts.

Otis Spriggs, Director of Development Services, addressed council and introduced the agenda item.

Upon a motion by Council Member Daniel and seconded by Mayor Pro-Tem Townsend, Council opened the public hearing at 6:11 P.M. The motion passed on a 6-0 vote.

Janet Otiveros, applicant, and Angie Ganz, building owner, spoke in favor of the item. No one spoke against the item.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council closed the public hearing at 6:12 P.M. The motion passed on a 6-0 vote.

Upon a motion by Council Member Sartin and seconded by Council Member Daniel, Council approved Ordinance No. 20260113-007, a Zoning Text Amendment, amending the Code of Ordinances, Section 28-81(b)- Use Regulations (Charts), adding "Studio

Tattoo or Body Piercing" as a Specific Use Permit (S.U.P.) allowance within the Central Business District (CBD), Light Industrial (LI), and remove Commercial- Mixed Use (C-MU), and Commercial- Office/Retail (C-OR) Zoning Districts from the amendment. The motion passed on a 6-0 vote.

8. Conduct a public hearing, discussion, and possible action to approve Ordinance No. 20260113-008 approving a Specific Use Permit (S.U.P.) for a Tattoo Art Studio use within the Central Business Zoning District (CBD), for property located at 108 North Velasco Street, Angleton, Texas, Brazoria County.

Otis Spriggs, Director of Development Services, addressed council and introduced the agenda item.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council opened the public hearing at 6:25 P.M. The motion passed on a 6-0 vote.

No one spoke for or against this item.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council closed the public hearing at 6:25 P.M. The motion passed on a 6-0 vote.

Upon a motion by Council Member Sartin and seconded by Council Member Daniel, Council approved Ordinance No. 20260113-008 approving a Specific Use Permit (SUP) for Tattoo Art Studio use within the Central Business Zoning District (CBD), for property located at 108 North Velasco Street, Angleton, Texas, Brazoria County, subject to the following conditions 1.) Hours of Operation for the Tattoo Studio shall be from 7:00 AM to 9:00 PM, seven days a week. 61 Item 8. 2.) Revocation of the Specific Use Permit may occur at any time if one or more of the conditions set forth in this Ordinance have not been met or are violated. 3.) Specific Use Permit is conditioned upon a valid lease -hold interest being held by the business granted the Specific Use Permit; and 4.) The term of the granting of this SUP shall be temporary, expiring one year from date of the approval of this SUP being granted, to allow the applicant to demonstrate compliance with the above cited terms and conditions of the SUP and all City Codes of Ordinances. Upon its one- year review, the Council may extend the approval of the SUP for an additional temporary term or may revoke the approval of the SUP immediately. 5.) Commencement of the use shall not be carried out until the applicant has secured all the permits and approvals required by these zoning regulations, the city's Code of Ordinances, and any permits that may be required by all local referral and state agencies. The motion passed on a 6-0 vote.

9. Conduct a public hearing, discussion, and possible action to approve Ordinance No. 20260113-009 approving a Specific Use Permit (S.U.P.) for a Private, Non-Emergency Emergency Medical Services (EMS)-Ambulance use within the Commercial General (C-G) Zoning District for property located at 201 East Myrtle Street, Angleton, Texas, Brazoria County.

Otis Spriggs, Director of Development Services, addressed council and introduced the agenda item.

Upon a motion by Council Member Daniel and seconded by Council Member Smith, Council opened the public hearing at 6:30 P.M. The motion passed on a 6-0 vote.

No one spoke for or against this item.

Upon a motion by Council Member Daniel and seconded by Council Member Smith, Council closed the public hearing at 6:31 P.M. The motion passed on a 6-0 vote.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved Ordinance No. 20260113-009 approving a Specific Use Permit (S.U.P.) for a Private, Non-Emergency Emergency Medical Services (EMS)-Ambulance use within the Commercial General (C-G) Zoning District for property located at 201 East Myrtle Street, Angleton, Texas, Brazoria County. The motion passed on a 6-0 vote.

10. Conduct a public hearing, discussion, and take possible action to approve Ordinance No. 20260113-010 approving a Specific Use Permit (S.U.P.) for an In-Home Dog Grooming Business within the Single Family (SF) 6.3 Zoning District, pursuant to Code Sec. 28-109 for property located at 503 East Orange Street, Angleton, Texas, Brazoria County.

Otis Spriggs, Director of Development Services, addressed council and introduced the agenda item.

Upon a motion by Council Member Daniel and seconded by Mayor Pro-Tem Townsend, Council opened the public hearing at 6:33 P.M. The motion passed on a 6-0 vote.

Mr. Bush, the applicant, spoke in favor of the item. No one spoke against the item.

Upon a motion by Council Member Daniel and seconded by Mayor Pro-Tem Townsend, Council closed the public hearing at 6:34 P.M. The motion passed on a 6-0 vote.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved Ordinance No. 20260113-010 approving a Specific Use Permit (S.U.P.) for an In-Home Dog Grooming Business within the Single Family (SF) 6.3 Zoning District, pursuant to Code Sec. 28-109 for property located at 503 East Orange Street, Angleton, Texas, Brazoria County. The motion passed on a 6-0 vote.

11. Conduct a public hearing, discussion, and possible action to approve Ordinance No. 20260113-011 approving a request to abandon a 10-foot inactive Utility Easement for property located at 2201 South Velasco Street, Angleton, Texas, Brazoria County, on a 5.00-acre tract of land, west of Shanks Road, south of Iden Road.

Otis Spriggs, Director of Development Services, addressed council and introduced the agenda item.

Upon a motion by Council Member Daniel and seconded by Mayor Pro-Tem Townsend, Council opened the public hearing at 6:41 P.M. The motion passed on a 6-0 vote.

No one spoke for or against this item.

Upon a motion by Council Member Daniel and seconded by Mayor Pro-Tem Townsend, Council closed the public hearing at 6:41 P.M. The motion passed on a 6-0 vote.

Upon a motion by Council Member Daniel and seconded by Mayor Pro-Tem Townsend, Council approved Ordinance No. 20260113-011 approving a request to abandon a 10-foot inactive Utility Easement for property located at 2201 South Velasco Street, Angleton, Texas, Brazoria County, on a 5.00-acre tract of land, west of Shanks Road, south of Iden Road. The motion passed on a 6-0 vote.

REGULAR AGENDA

12. Discussion and possible action to approve Fire Department station repairs with existing bond funds.

Fire Chief presented a list of top equipment and repairs to be acquired with existing bond funds.

1.) Fire Station No. 1 Antenna Tower 2.) Emergency Generator at Station No. 1 3.) Emergency Generators at Stations No. 2 and No. 3 4.) Front Concrete Pad at Station No. 1 5.) Rear Concrete Pad at Station No. 1 6.) Firefighter Bunker Gear 7.) Radios and Pagers and 8.) Rear Pull Up Door at Station No. 2.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved Fire Station No. 1 Antenna Tower; Emergency Generators at Stations No. 2 and No. 3; Front Concrete Pad at Station No. 1; Rear Concrete Pad at Station No. 1; Firefighter Bunker Gear; and Rear Pull Up Door at Station No. 2. The motion passed on a 6-0 vote.

Listed items No. 2 and No. 7 were not approved.

Mayor moved to agenda item No 16.

16. Discussion and possible action on a request for a fee waiver or reduction for a Specific Use Permit (SUP) application for Recreational Vehicle (RV) temporary storage for medical purposes at 202 South Walker Street, Angleton, Texas.

Otis Spriggs, Director of Development Services, addressed council and stated that Laura Green, who has recently been diagnosed with a critical medical condition and can no longer live independently and has been residing in an RV placed on her daughter's property at 202 S. Walker, to provide her with immediate and essential care for the anticipated duration of six months to one year. This arrangement is the only way to accommodate her critical needs while providing a measure of comfort and personal space during this difficult time. Given the extreme and unforeseen financial and emotional hardship placed upon the family due to this medical emergency, she is respectfully asking the City Council to grant a waiver for the standard Specific Use Permit (SUP) application fee. She is fully prepared to comply with all conditions the City may impose regarding the placement and maintenance of the RV to ensure neighborhood safety and aesthetics. The applicant stated that she understands that the City Council holds the sole authority to grant such a waiver, and she sincerely

appreciates the consideration of her family's unique and urgent circumstances. Thanked council for their time and understanding and stated she is available to provide any further information or documentation that may be required, including medical verification.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council approved a request for a fee waiver or reduction for a Specific Use Permit (SUP) application for a Recreational Vehicle (RV) temporary storage for medical purposes at 202 South Walker Street, Angleton, Texas. The motion passed on a 6-0 vote.

The City Attorney agreed that he will not charge legal fees in regard to this request.

Mayor moved to agenda item No. 13

13. Discussion and possible action accepting the Utility Master Plan.

John Peterson, City Engineer with HDR presented the Utility Master Plan.

Upon a motion by Council member Sartin and seconded by Council Member Smith, Council approved the Utility Master Plan contingent upon priority. The motion passed on a 6-0 vote.

14. Annual update and discussion on Windrose Green Subdivision Development by the developer.

Joe Grabinski, Ember Company, developer of Windrose Green gave a presentation update on the development. He stated the development is approximately 150 acres with 648 homes at full buildout. The development is broken into Section 1-8. The first three sections of lots were delivered prior to last year. Section 4 and Section 5 are the two newest sections of lots and delivered those in the middle of this past year with a combination of 45- and 50-foot-wide lots, totaling 132 lots. Section 6 and 7 construction is completed with a couple of punch list items then can move with plat recordation next month. Section 8 is one street with 36 lots with some construction completed but have not yet paved the road. The community construction should be completed this summer.

Mayor moved to agenda item No. 17.

17. Discussion and Possible Action on an application for Tree Mitigation Plan for the Freedom Park - Detention and Drainage Project, located south of Farm-to-Market (FM) 523 and north of Freedom Park (Previously tabled on 12/2/25).

Otis Spriggs, Director of Development Services, addressed council and introduced the agenda item and stated the applicant has submitted the attached Tree Mitigation Plan for the Freedom Park - Detention and Drainage Project, located south of FM 523 and north of Freedom Park. Please refer to the attached letter from our City Engineer, with which the staff has collaborated with the applicant. Note that staff met with the applicants and made clear that the city will accept a fee in lieu of the tree replacement. The fee in lieu of tree replacement must be consistent with the replacement costs for three (3) caliper-inch heritage trees (Live Oak or Pecan) from a local landscape provider.

The applicant's application outlines the following: The site consisted of approximately 42 acres of thickly vegetated underbrush and trees. A total of 41 heritage trees were identified and removed from the detention pond excavation area and maintenance berm. The 41 heritage trees removed totaled 532 caliper inches. Meetings with City staff and consultants, including the Development Services Director, City Manager, and the City's third-party engineering consultant regarding the ratio results in the mitigation requirements of new or preserved trees. Staff will meet and discuss options with the Planning and Zoning Commission ahead of a final recommendation to City Council. Planning and Zoning Commission Meeting on November 6, 2025, Commission Member Townsend made a motion to recommend the City Council approve the Freedom Park Tree Mitigation Plan, with no mitigation needing to be performed, and we find that the "1 to 1" is reasonable for this very specific type of project and work.

Joe Grabinski, Ember Company, developer of Windrose Green and council entered into discussions.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved the proposal of \$72,000, 1/3 of the \$216,370,980 as a fee in lieu of tree mitigation. The motion passed on a 6-0 vote.

15. Update, discussion and possible action on the Gambit Energy Storage Park, 319 Murray Ranch Road, Angleton, Texas, currently a Specific Use Permit (SUP) within a Single-family Residential 7.2 District (SF-7.2).

Otis Spriggs, Director of Development Services addressed council and introduced the agenda item and stated that on 6/10/2025, under Mayor and Council Communications, Council Member Christiene Daniel requested that Development Services, with Legal, provide research and an update on the Gambit/Power Plus Battery Park Facility and the SUP(Specific Use Permit), and zoning history within the SF7.2 Zoning, as it relates to electrical generation. Routinely, staff, and City Leaders have routinely performed cursory visits to the vicinity to unofficially monitor noise levels. During recent complaint occurrences, the decibel device readings were performed by the Police Department and Development Services. Since that time the city was offered a site visit in August of 2025, in which the team walked the facility as the fan units were turned on and simulated. Additional noise from the transmitter area of the site was realized by the team. A modification was made to the approved Specific Use Permit, under Ordinance No. 20200114- 004 adopted on January 14, 2020, by City Council, allowing for the construction and operation of an energy storage park (ESS) and necessary substation equipment for the storage of electrical energy located at Property ID No. 570367. Last discussion was held on July 22, 2025. Randle Law Firm provided a written memo on the history and also the categories of land use, for the Council's review and discussion along with a series of Exhibit documentation. The leadership team has made site visits since, and in response to recent noise complaints, routine readings of the decibel levels have been provided.

Residents and Council engaged in discussion regarding the Gambit Energy Storage Park. Residents from an adjacent neighborhood stated that the sound is still very loud and can be heard from their back porches. Mayor and Council requested that Gambit return to

the March 24 council meeting with a noise study, a dedicated hotline phone number for residents to call and complain about the noise when it gets too loud and the lighting that continues to point to resident's back yards.

Council also discussed the option of the city doing a 24-hour noise study.

No action was taken.

18. Discussion and possible action to approve Resolution No. 20260113-018 accepting the donation to the city of a parcel of vacant land located on the east side of Farm-to-Market (FM) 521, approximately 1,400-foot south of the intersection of County Road 32 and Ashland Boulevard, Brazoria County, Texas, and authorizing the Mayor to execute the Special Warranty Deed.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved Resolution No. 20260113-018 accepting the donation to the city of a parcel of vacant land located on the east side of Farm-to-Market (FM) 521, approximately 1,400-foot south of the intersection of County Road 32 and Ashland Boulevard, Brazoria County, Texas, and authorizing the Mayor to execute the Special Warranty Deed. The motion passed on a 6-0 vote.

19. Discussion on the City's Customer Service

Acting City Manager Valdez presented a customer service report to council. Mr. Valdez stated that each department submitted their response to Council's request for insight into the city's customer service and addressed three questions. 1. How has your department improved customer service? 2. If your department has positions removed, how is it impacting your department? 3. What does your department lack to improve customer service? (employee(s); software; equipment; etc.). He stated that customer services was improved by adding a part-time receptionist to the front lobby entrance, rolling over phones so that it is answered by the next available person, and all employees attended mandatory customer service training in November.

Hector Renteria, Director of Public Works, addressed council and stated that their customer service is how quickly they can get things done and their main focus is how to respond better and faster.

Mayor Wright asked if the phones have been tested to see if they are working and Jason Crews, Director of Information Technology, stated that they have been teste and is working but have received comments from staff about receiving other departments' calls. Mayor suggested getting five citizens to call in and test the phones.

Council Member Simmons asked if an account of how many people are going to the new receptionist desk and Otis Spriggs, Director of Development Services stated they have taken a poll in the past and can begin doing that again with the new receptionist.

Council Member Simmons discussed making technology easier for residents.

Mayor asked staff to utilize Martha for posting information and How To videos on social media. He stated that in the future he thinks that council should review the department head, their goals, objectives for the year, and what their plans are. Then the review can be measured by asking did it get done, what were obstacles, what prevented it from getting done, what is the succession plan and who are the shining stars with the department to make sure Angleton is retaining them. He would like to begin hiring and promoting from within.

STAFF REPORTS

20. December Staff Reports

Council and staff discussed the December reports.

COMMUNICATIONS FROM MAYOR AND COUNCIL

Mayor thanked staff for putting everything together for the agenda and wished everyone a Happy New Year.

EXECUTIVE SESSION

The City Council will hold executive session at 10:54 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

21. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Angleton Better Living Corporation, Board of Adjustment, and Planning and Zoning Commission Appointments)

The City Council adjourned Executive Session at 11:10 P.M. and reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council approved the appointment of Dianna Matthys to the Angleton Better Living Corporation for a term to expire October 2027. The motion passed on a 6-0 vote.

OPEN SESSION

21. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Angleton Better Living Corporation, Board of Adjustment, and Planning and Zoning Commission Appointments)

ADJOURNMENT

The meeting was adjourned at 11:11 P.M.

These minutes were approved by Angleton City Council on this the 10th day of February 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary



CITY OF ANGLETON
AMENDED CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, JANUARY 27, 2026 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JANUARY 27, 2026, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor John Wright

Mayor Pro-Tem Travis Townsend
 Council Member Christiene Daniel
 Council Member Barbara Simmons
 Council Member Blaine Smith
 Council Member Tanner Sartin

Acting City Manager Lupe Valdez
 City Attorney Grady Randle
 City Secretary Michelle Perez

PLEDGE OF ALLEGIANCE

Elija Lara with the Boy Scouts led the Pledge of Allegiance

INVOCATION

Pastor Ryan Olivier with Heart City Church gave the invocation.

CEREMONIAL PRESENTATIONS

1. The presentation of Certificates of Appreciation to Pastor Ryan Olivier and Constable Willie Howell for their dedication to the Shop with a Cop program.

Mayor Wright presented Certificates of Appreciation to Pastor Ryan Olivier and Constable Willie Howell for their dedication to the Shop with a Cop program.

2. Presentation and recognition of the R.O.A.D. Ready Program Achievement and Proclamation.

The R.O.A.D. Ready program involves five key elements, promotes continuous education, and emphasizes proactive safety measures taken daily; and two of these

elements were instrumental in achieving this milestone for the city. One key element was Member Participation, demonstrated through employee-led training sessions. departments including Municipal Court, Public Works, Parks and Recreation, and the Police Department, each department conducted safety training for staff over the course of one week, fostering collaboration and shared responsibility for workplace safety; and another critical element was the requirement to perform at least one Hazard Survey. The city exceeded this requirement by conducting safety assessments at all city facilities. During this process, the State of Texas conducted an unannounced HAZCOM inspection. The city received zero discrepancies in the two facilities randomly selected for inspection- an achievement never attained by the city. These efforts reflect the city's strong commitment to safety, employee engagement, and continuous improvement.

Hector Renteria, Director of Public Works, addressed council and opened the introduction of the presentation.

Texas Municipal League (TML) representative presented a letter to council to explain the R.O.A.D Ready Program Achievement.

John Deptuch, Safety Coordinator, addressed council and presented coins to the people who helped achieve the award.

Mayor John Wright presented R.O.A.D Ready Program Achievement Proclamation to Public Works.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CONSENT AGENDA

3. Discussion and possible action to approve Resolution No.20260127-003 authorizing the submission of a general Victim Assistance Grant to the Office of the Governor, Criminal Justice Division, to fund a crime victim assistance program in the police department; finding that the meeting complied with the open meetings act; and declaring an effective date.
4. Discussion and possible action on the updates to the Employee Policy Manual.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved consent agenda items No. 3. Discussion and possible action to approve Resolution No.20260127-003 authorizing the submission of a general Victim Assistance Grant to the Office of the Governor, Criminal Justice Division, to fund a crime victim assistance program in the police department; finding that the meeting complied with the open meetings act; and declaring an effective date and 4. Discussion and possible action on the updates to the Employee Policy Manual. The motion was approved on a 6-0 vote.

REGULAR AGENDA

5. Annual update and discussion on the Ashland subdivision development.

Mark Janik, Vice President of Ashland Development gave a presentation.

Mr. Janik stated that Brazoria County Engineering has been cooperative in helping them complete a drainage study and the Texas Department of Transportation (TxDOT) has helped with allowing Ashland to design a temporary feeder.

Mr. Janik gave updates on the intersections for the development and stated the plan for County Road 44 at FM 521 is to realign this intersection and Brazoria County is attempting to get funding and visiting with TxDOT for their input and approval. TxDOT is reviewing County Road 44 at FM 523 for intersection improvements with one of the concepts being a round-about and are confident they may be able to do so quickly. Mr. Janik stated that their full build recommendations, when 18,000 homes have been completed in approximately 2030 is to add a traffic signal at the intersection of FM 521 at Roadway 3 (future South Ashland connection); construct an eastbound left turn lane on FM 523 with 100' of storage and 600' of deceleration (including 100' taper) and add an intersection traffic signal at FM 523 at South Highway 288 (north bound feeder road); and add a traffic signal to the intersection of FM 523 and South Highway 288 (south bound feeder).

6. Annual update and discussion on the Kiber Reserve subdivision development.

Otis Spriggs, Director of Development Services, presented the Kiber Reserve subdivision update to council with a handout provided by the developer. Mr. Spriggs stated that there are 5 lots available for sale, the year-to-date home sales were a total of 13 homes sold in 2025 with 1 sold in 2026. The year-to-date home sales for 2025 was an average of \$260.7 thousand with an average of 1,648 square feet. Mr. Spriggs confirmed that all lots have been sold to a builder.

Mayor Wright stated that he receives complaints from residents on Evans Street about the flooding that is pushing back towards them and asked if the berms are being maintained. Mr. Spriggs stated that they can bring up that concern when the developer attends the next council meeting.

7. Annual update and discussion on the Greystone subdivision development.

Hailey Guidry, Builder Superintendent with Adams Homes, addressed Council and gave an update on the Greystone subdivision. Ms. Guidry stated that of the 111 lots that 74 have certificate of occupancy and are 2/3 complete, averaging the sales of four homes a month.

Mayor asked if the homes are being built smaller than what was originally planned and Ms. Guidry stated that with the exception of the two plans that were recently added that they use the same 5 plans. Most plans were tailored to match the style of the homes that are in the Greyston subdivision.

Council Member Simmons asked about removing the gate at the back entrance of the subdivision, and Kyle Reynolds, Assistant Director with Development Services stated that they will be notifying residents and will have the gate removed by the end of February.

8. Update and discussion on the Austin Colony subdivision development, located on County Road 44, Anchor Road and Tigner Street.

No discussion. Item was removed from the agenda.

9. Update, discussion and possible action on the King Municipal Operations Center Project by Zachery Moquin with TEAL Construction.

Zachery Moquin, Project Manager with TEAL Construction, addressed council and gave a presentation on the update of the King Municipal Operations.

Mr. Moquin stated the project will be completed in June and is ahead of schedule.

10. Update and discussion on Wildscapes at Lakeside Park.

Jason O'Mara, Director of Parks and Recreation addressed Mayor and Council and gave a presentation on the agenda item and stated that in January 2025, staff presented the Parks & Recreation Board and City Council with a proposal for the Lakeside Park Wildscape Initiative, a long-term habitat restoration effort designed to realign the park with its original vision of balancing recreational use with environmental conservation. The approved proposal established seven designated wildscape areas where mowing was reduced, native vegetation was encouraged, and invasive species management began. Over the past year, significant foundational work has been completed. Seven wildscape areas have been clearly delineated and allowed to return to a more natural state. Native seeds representing 13 species of trees, shrubs, wildflowers, and emergent wetland plants were collected locally from Brazoria and Fort Bend Counties and planted in November 2025. These plantings included native tree species such as live oak, pecan, green ash, and rough leaf dogwood. Shrubs including American beautyberry and buttonbush, wetland plants, and a diverse mix of native wildflowers to support pollinators and wildlife. Initial site management efforts also included limited removal of non-native and invasive plant species. While the project remains in its early stages, several wildscape areas successfully supported native asters, sunflowers, and broomweed during the 2025 growing season, attracting butterflies and other pollinators and providing improved habitat for insects, birds, and small wildlife. As anticipated when the project was approved, progress has not been without challenges. Inadvertent mowing impacted portions of Areas 1, 4, and 5, and weather conditions (particularly prolonged dry periods) have limited seed propagation and late-season growth. These setbacks reinforce that the wildscape initiative is a multi-year effort that may appear unmanaged before visible improvements become fully established. Staff anticipate more noticeable ecological results by the end of 2026. The 2026 Wildscape Goals are to continue supporting native plant establishment, continue invasive species

management to protect and strengthen restored habitats, install signage and improve coordination to clearly identify and protect wildscape areas, expand native planting and seeding as conditions allow using locally sourced species, and increase community awareness and appreciation of wildscape areas through education and outreach. Overall, the Lakeside Park Wildscape Initiative continues to reinforce the park's original scope and vision by restoring planned natural areas while advancing city goals for sustainability, environmental stewardship, and long-term operational efficiency.

There was no action taken.

11. Discussion and possible action regarding construction bids received for Bid No. 2026-01 Abigail Arias Park Construction.

Jason O'Mara, Director of Parks and Recreation, addressed council and stated that the City of Angleton closed construction bidding for Bid No. 2026-01 Abigail Arias Park Construction on January 14, 2026, at 2:00 PM. Bids received were reviewed by Parks & Recreation staff in coordination with the city's design consultant using established evaluation criteria. Millis Development and Construction, LLC submitted a bid that exceeded the available project budget and did not acknowledge required addenda. C.A. Walker Construction submitted a bid with incomplete pricing information on the bid form, including the absence of required line-item breakdowns, which prevents verification of total project costs and bid responsiveness. Due to the bids exceeding the project budget, incomplete pricing documentation, and compliance issues, staff and the project consultant are unable to recommend award of a construction contract at this time. Additionally, identifying a viable path forward through scope reductions is difficult given the Texas Parks & Wildlife Department (TPWD) Local Parks Grant requirements, which require inclusion of key project elements including the playground, splash pad, trails, and native plantings and the need to maintain sufficient eligible project costs to satisfy the \$750,000 TPWD grant award with a required \$750,000 city match, including associated design costs. Rebidding the project would allow staff to clarify bid requirements, reinforce pricing and addenda acknowledgment expectations, and encourage more competitive and complete submissions while maintaining compliance with TPWD grant conditions and the overall intent of the Abigail Arias Park project.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, council approved to reject all bid submissions for Bid No. 2026-01 Abigail Arias Park Construction. The motion was approved on a 6-0 vote.

12. Discussion and possible action on the review of the splash pad proposals for Abigail Arias Park.

Jason O'Mara, Director of Parks and Recreation, addressed Mayor and Council and gave a presentation on the agenda item.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, council approved the proposal with Vortex Aquatic Structures for the splash pad for Abigail Arias Park. The motion passed on a 6-0 vote.

13. Discussion and possible action on the review of playground proposals for Abigail Arias Park.

Jason O'Mara, Director of Parks and Recreation, addressed Mayor and Council and gave a presentation on the agenda item.

Upon a motion by Council Member Daniel and seconded by Council Member Smith, council approved the proposal with Lonestar Recreation for the Playground for Abigail Arias Park. The motion passed on a 6-0 vote.

14. Discussion and possible action to approve vendor proposals related to the installation of Field No. 6 at Bates Park; and authorize the Acting City Manager to execute the associated proposals and agreements upon legal review.

Jason O'Mara, Director of Parks and Recreation, addressed Mayor and Council and gave a presentation on the agenda item.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, council approved the proposal with Paragon Sports Constructors for the installation of Field No. 6 at Bates Park; and authorized the Acting City Manager to execute the associated proposals and agreements upon legal review. The motion passed on a 6-0 vote.

15. Discussion and possible action to award the Street Bond Project III (Parish Street and Silver Saddle Drive) to Matula & Matula Construction, Inc. in the amount not to exceed \$2,861,267.24 and give authority to the mayor to execute the construction contract documents.

John Peterson, City Engineer with HDR, addressed Mayor and Council and gave a presentation on the agenda item.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, council approved to award the Street Bond Project III (Parish Street and Silver Saddle Drive) to Matula & Matula Construction, Inc. in the amount not to exceed \$2,861,267.24 and give authority to the mayor to execute the construction contract documents. The motion was approved on a 5-0 vote. Council Member Simmons abstained.

16. Discussion and possible action on the Texas Department of Transportation (TxDOT) 288B Downtown Improvements.

John Peterson, City Engineer with HDR, addressed Mayor and Council and gave a presentation on the agenda item.

The city of angleton was selected for a five million Dollar grant for improvements to the 288B Downtown area. The Texas Department of Transportation (TxDOT) has hired Pape-Dawson to provide engineering services for the 288B Downtown Improvements. HDR has received 60% of the plans. Mr. Peterson stated that he requested automobile lane widths to be 10-11ft, remove the bike lanes, and change the markings to make it a bike shared lane. TxDOT came back and stated they were able to widen the project's automobile lanes by over 10 feet and will continue to provide the bike lanes. Mr. Peterson stated he will request TxDOT to widen the automobile lanes to 12 feet and remove the bike lanes. Council agreed.

No action was taken.

17. Discussion and possible action on the 288B Utility Improvements to proceed with the bidding process.

John Peterson, City Engineer with HDR, addressed Mayor and Council and gave a presentation on the agenda item.

HDR coordinated with the Texas Department of Transportation (TxDOT) on the location of the proposed Utility Improvements and the proposed Downtown Improvements. This was to verify that the proposed improvements would not have to be adjusted in the TxDOT project, costing the city additional funds.

Council gave direction to work out the 60% plans prior to proceeding with the bid process.

No action was taken.

18. Discussion and possible action to approve the use of a fee-cap waiver for the General Land Office (GLO) grant contract No. 24-065-043-E535 on Lift Station No.8.

John Peterson, City Engineer with HDR, addressed Mayor and Council and gave a presentation on the agenda item.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, council approved Table 1, for the use of a fee-cap waiver for the General Land Office (GLO) grant contract No. 24-065-043-E535 on Lift Station No.8. The motion passed on a 6-0 vote.

19. Update, discussion and possible action on street projects.

Hector Renteria, Director of Public Works, gave the presentation and stated the current list of street projects are not yet funded.

Large Scale Replacement Projects is Swift Street – Full concrete road replacement. 2,334 total feet at an approximate cost of \$260,241.00 based on the 2023 Paving Assessment. This street had a rating of 3.; San Felipe – Full concrete road replacement. 7,092 total feet at an approximate cost of \$790,758.00 based on the 2023 Paving Assessment. This street had a rating of 3.; Rayburn Ridge/Richland Circle – Road

rebuilds and drainage repairs are needed; the roadway is asphalt Curb and Gutter (C&G) and approximately 940 feet. HDR evaluated this street in 2024 and determined an Opinion of Probable Construction Cost (OPCC) of \$1,911,900.00. This street had a rating of 3 in the 2023 Paving Assessment; Gifford Rd/Gifford Lane – Asphalt road rebuild on both roadways at approximately 12,422 feet. We received quotes from contractors in 2025 at a cost of \$677,620.10. This street had a rating of 4 on the 2023 Paving Assessment; Wayne Street – Asphalt road rebuild at approximately 970 feet. We received quotes from contractors in 2025 at an approximate cost of \$100,000.00. This street had a rating of 2 in the 2023 Paving Assessment; Arcola St – Asphalt road rebuild of approximately 56,500 SF. Based on previous costs received this project would cost approximately \$360,000. This street had a rating of 3 on the 2023 Paving Assessment; Locust St - Asphalt Road rebuild of approximately 56,500 SF. Based on previous costs received this project would cost approximately \$360,000. This street had a rating of 6 on the 2023 Paving Assessment.

Maintenance Project Areas listed are various concrete roadways that need at least a single panel replacement, some may need multiple. There may also need to be drainage, or sanitary sewer, repairs that need to be made as well once the pavement is removed. These are the typical causes of panel failures in the concrete roadways. We did not pursue individual costs on these projects. However, as an example the cost of the most recent paving maintenance project was completed at Hospital Drive and Downing. This was at \$177,069.38 and included replacement of storm sewer pipe, new inlets, sanitary sewer pipe, and pouring the new roadway, sidewalk and curbs. Northview Drive – Panel Replacements; Oriole Lane – Panel Replacements; Crossing – Panel Replacements; Downing/Dennis – Panel Replacements; 905 Plantation – Panel Replacements; 808 Noreda - Panel Replacements; Sarita - Panel Replacements; Cannan/Valderas - Panel Replacement; 1200 block Buchta - Panel Replacement; Buchta/Bastrop/Angleton Blvd - Panel Replacements; and Cay Court - Panel Replacement.

No action was taken.

20. Discussion and possible action on a proposal to amend the Code of Ordinances, Chapter 9, Garbage and Refuse Collection Rates.

Anthony Madrigal, Assistant Director of Finance, gave a presentation and stated that Section IXX Escalation Clause of the Contract with Wast Connections Inc, for garbage and trash collection allows annual increases or decreases in the 3rd year of Agreement based on the Consumer price Index (CPI_U) and All Urban Consumers, Garbage and Trash Collection with 45-day notice. On January 08, 2026, Waste Connections notified the city requesting a 2.9% CPI increase.

A different proposal was initialed, and what is being proposed is 1x/week trash service, every other week bulk/brush, and no recycle services with the residential rate of \$14.31/home and the cost of an extra cart at \$9.00/cart, the new commercial rates proposed is:

○ New Commercial rates:

| | 1xWeek | 2xWeek | 3xWeek | 4xWeek | 5xWeek | 6 xWeek |
|-----|-----------|-----------|-----------|-----------|-----------|-----------|
| 2YD | \$ 65.51 | \$ 116.11 | \$ 168.23 | \$ 218.85 | \$ 270.95 | \$ 331.99 |
| 3YD | \$ 89.33 | \$ 147.38 | \$ 205.44 | \$ 263.49 | \$ 321.56 | \$ 388.56 |
| 4YD | \$ 104.22 | \$ 169.71 | \$ 233.71 | \$ 299.23 | \$ 363.24 | \$ 437.68 |
| 6YD | \$ 136.96 | \$ 221.82 | \$ 314.11 | \$ 406.42 | \$ 498.72 | \$ 589.54 |
| 8YD | \$ 160.79 | \$ 282.86 | \$ 406.42 | \$ 528.50 | \$ 652.07 | \$ 774.13 |

- Commercial Overage Fee of \$55/overloaded dumpster

This Price would be for the first full year of the new contract. Pricing is subject to a 5-year extension of the current agreement with the City.

Council and Waste Management had discussions regarding the price of trash not fully being adjusted to the cost of removing the recycling fee and adding more cost to the commercial rates.

Council agreed to take no action and bring back the ordinance for approval with the Finance Department recommendation.

COMMUNICATIONS FROM MAYOR AND COUNCIL

Council Member Simmons thanked Staff for working the freeze weather over the weekend.

Mayor Wright thanked staff for being proactive with the freeze and stated there are some things that can be worked on but overall great job. Mayor stated this is agenda is what he likes to see with getting projects off the list and getting done.

Council Member Smith thanked staff for all they do and that he enjoys coming to city hall and seeing everyone happy and working hard, staff is always ready with an answer.

Council Member Daniel stated she is happy with the way things are going within the city.

Mayor Pro-Tem Townsend requested Jason O'Mara to begin publishing donations for Abigail Arias Park.

EXECUTIVE SESSION

The City Council held an executive session at 9:56 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

21. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (City Secretary) (City Manager)

OPEN SESSION

The City Council adjourned Executive Session at 11:15 P.M. and reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

21. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (City Secretary)

Upon a motion by Council Member Daniel and seconded by Council Member Smith, Council approved the acceptance of Michelle Perez, City Secretary, resignation. The motion was approved on a 6-0 vote.

Upon a motion by Council Member Daniel and seconded by Council Member Smith, Council approved the appointment of Assistant City Secretary, Desiree Henson to City Secretary. The motion was approved on a 6-0 vote.

Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (City Manager)

No action was taken.

ADJOURNMENT

The meeting was adjourned at 11:17 P.M.

These minutes were approved by Angleton City Council on this the 10th day of February 2026.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 02/04/2026

PREPARED BY: Guadalupe Valdez

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20260204-010 authorizing the submission of a Criminal Justice Grant Program to the Office of the Governor, Criminal Justice Division, to fund rifle-rated body armor for the police department.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

A Resolution by the Angleton Police Department of the City of Angleton, Texas, authorizing the submission of a Criminal Justice Grant Program to the Office of the Governor, Criminal Justice Division, to fund Rifle-Rated Ballistic Shields for the Police Department.

RECOMMENDATION:

For the Council to approve the submission of a Criminal Justice Grant for Rifle-Rated Body Armor for the Police Department.

RESOLUTION NO. 20260210-010**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ON BEHALF OF THE ANGLETON POLICE DEPARTMENT AUTHORIZING THE SUBMISSION OF A CRIMINAL JUSTICE GRANT PROGRAM TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, TO FUND RIFLE-RATED BODY ARMOR FOR THE POLICE DEPARTMENT.**

WHEREAS, the Angleton Police Department finds it in the best interest of the citizens of the City of Angleton that the Rifle-Rated Body Armor project be operated for the funding period of 2026/2027; and

WHEREAS, the Angleton Police Department agrees that in the event of loss or misuse of the Office of the Governor funds, the Angleton Police Department assures that the funds will be returned to the Office of the Governor in full.

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

WHEREAS, the Angleton Police Department designates the Director of Finance, of the City of Angleton as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Angleton Police Department approves submission of the grant application for the Rifle-Rated Body Armor Project to the Office of the Governor.

PASSED AND APPROVED THIS THE 10TH DAY OF FEBRUARY 2026.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 02/04/2026

PREPARED BY: Guadalupe Valdez

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20260210-011 authorizing the submission of a Criminal Justice Grant Program to the Office of the Governor, Criminal Justice Division, to fund rifle-rated ballistic shields for the police department.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

A Resolution by the Angleton Police Department of the City of Angleton, Texas, authorizing the submission of a Criminal Justice Grant Program to the Office of the Governor, Criminal Justice Division, to fund Rifle-Rated Ballistic Shields for the Police Department.

RECOMMENDATION:

For the Council to approve the submission of a Criminal Justice Grant for Rifle-Rated Ballistic Shields for the Police Department.

RESOLUTION NO. 20260210-011**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ON BEHALF OF THE ANGLETON POLICE DEPARTMENT AUTHORIZING THE SUBMISSION OF A CRIMINAL JUSTICE GRANT PROGRAM TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, TO FUND RIFLE-RATE BALLISTIC SHIELDS FOR THE POLICE DEPARTMENT.**

WHEREAS, the Angleton Police Department finds it in the best interest of the citizens of the City of Angleton that the Rifle-Rated Ballistic Shield project be operated for the funding period of 2026/2027; and

WHEREAS, the Angleton Police Department agrees that in the event of loss or misuse of the Office of the Governor funds, the Angleton Police Department assures that the funds will be returned to the Office of the Governor in full.

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

WHEREAS, the Angleton Police Department designates the Director of Finance, of the City of Angleton as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Angleton Police Department approves submission of the grant application for the Rifle-Rated Ballistic Shield Project to the Office of the Governor.

PASSED AND APPROVED THIS THE 10TH DAY OF FEBRUARY 2026.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary

Grant Number: 5799701



AGENDA ITEM SUMMARY FORM

MEETING DATE: 02/04/2026

PREPARED BY: Guadalupe Valdez

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20260210-012 authorizing the submission of a Criminal Justice Grant Program to the Office of the Governor, Criminal Justice Division, to fund rifle-rated ballistic helmets for the police department.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY: A Resolution by the Angleton Police Department of the City of Angleton, Texas, authorizing the submission of a Criminal Justice Grant Program to the Office of the Governor, Criminal Justice Division, to fund Ballistic-Rated Helmets for the Police Department.

RECOMMENDATION:

For the Council to approve the submission of a Criminal Justice Grant for Ballistic-Rated Helmets.

RESOLUTION NO. 20260210-012**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ON BEHALF OF THE ANGLETON POLICE DEPARTMENT AUTHORIZING THE SUBMISSION OF A CRIMINAL JUSTICE GRANT PROGRAM TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, TO FUND BALLISTIC-RATED HELMETS FOR THE POLICE DEPARTMENT.**

WHEREAS, the Angleton Police Department finds it in the best interest of the citizens of the City of Angleton that the Ballistic Rated Helmet project be operated for the funding period 2026/2027; and

WHEREAS, the Angleton Police Department agrees that in the event of loss or misuse of the Office of the Governor funds, the Angleton Police Department assures that the funds will be returned to the Office of the Governor in full.

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

WHEREAS, the Angleton Police Department designates the Director of Finance, of the City of Angleton as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Angleton Police Department approves submission of the grant application for the Ballistic-Rated Shield Project to the Office of the Governor.

PASSED AND APPROVED THIS THE 10TH DAY OF FEBRUARY 2026.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 10, 2026

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

AGENDA CONTENT: Conduct a public hearing, discussion, and take possible action on Ordinance No. 20260210-013 approving an (SUP) Specific Use Permit, within the SF 6.3, Single Family District, allowing for an RV-Recreational Vehicle Temporary Housing for medical purposes, at 202 S. Walker St., Angleton, Texas.

AGENDA ITEM SECTION: Regular Agenda Item.

BUDGETED AMOUNT: None **FUNDS REQUESTED:** Less than \$1,025.00

BUDGETED AMOUNT: None **FUNDS REQUESTED:** Less than \$1,025.00

FUND: Development Fees None

EXECUTIVE SUMMARY:

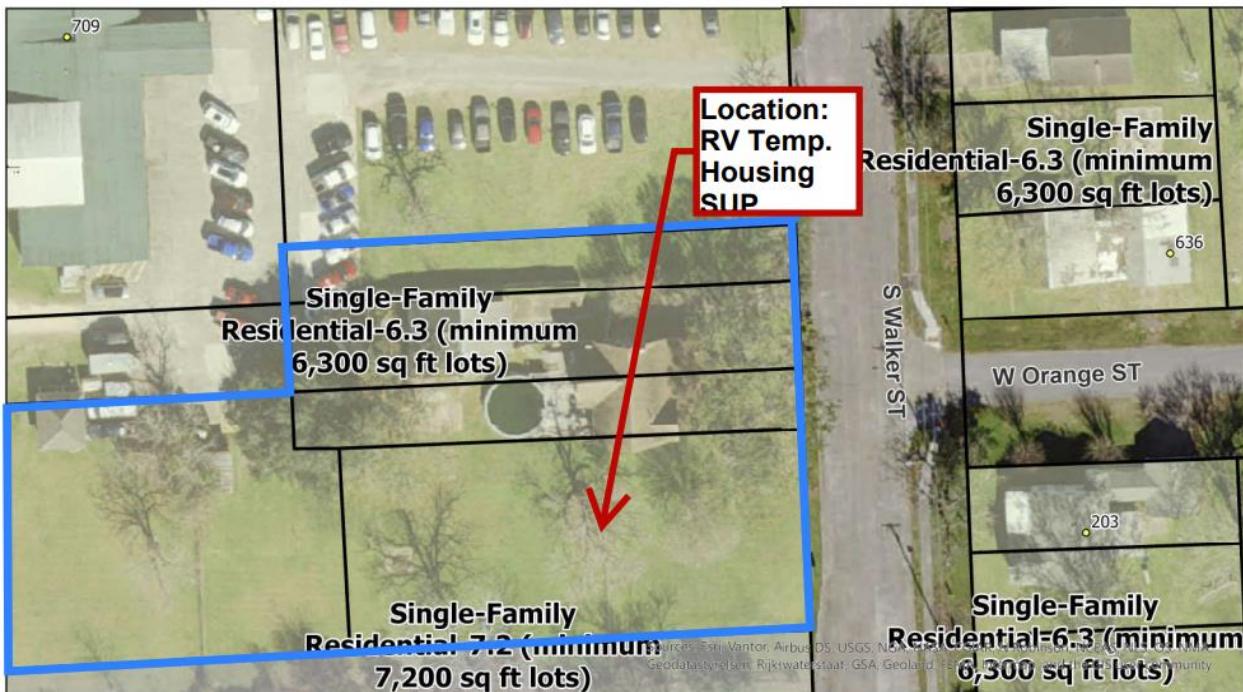
Laura Green, who has recently been diagnosed with a critical medical condition and can no longer live independently and has been residing in an RV placed on her daughter's property at 202 S. Walker, to provide her with immediate and essential care for the anticipated duration of six months to one year. This arrangement is the only way to accommodate her critical needs while providing a measure of comfort and personal space during this difficult time.

Given the extreme and unforeseen financial and emotional hardship placed upon the family due to this medical emergency, she respectfully asked the City Council to grant for a waiver for the standard SUP application fee, and on January 13, 2026 all fees were waived, as City Council fully established hardship was proven.

She is fully prepared to comply with all conditions the City may impose regarding the placement and maintenance of the RV to ensure neighborhood safety and aesthetics.

Section 28-63, 5 (e); SUP- Specific use permits, outlines the requirements and factors for consideration:

When considering applications for a specific use permit, the planning and zoning commission in making its recommendation and the city council in rendering its decision on the application shall, on the basis of the site plan and other information submitted, evaluate the impact of the specific use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The planning and zoning commission and the city council shall specifically consider the extent to which:



VICINITY MAP: EMERGENCY TEMP. HOUSING SUP

Location: 202 S. Walker St., Angleton, Texas



- a. The proposed use at the specified location is consistent with the goals, objectives and policies contained in the adopted comprehensive plan; **The use is permitted as a specific use permit.**
- b. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations, **No issues.**
- c. The proposed use meets all supplemental standards specifically applicable to the use as set forth in this chapter; **All supplemental standards are met. No issues apply.**
- d. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts, including but not limited to:
 - Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire; Access is adequate. **No issues apply.**
 - Off-street parking and loading areas; Parking is sufficient for the proposed use.
 - Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses; **No issues apply.**
 - Control of signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district; **N/A.**

- Required yards and open space; **No issues**.
- Height and bulk of structures; **No issues apply**.
- Hours of operation; **N/A**.
- Exterior construction material and building design; **No issues**. Roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic may be needed to reduce or eliminate development-generated traffic on neighborhood streets. Low volume use. **No issues apply**.

e. The proposed use is not materially detrimental to public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity. **No issues**.

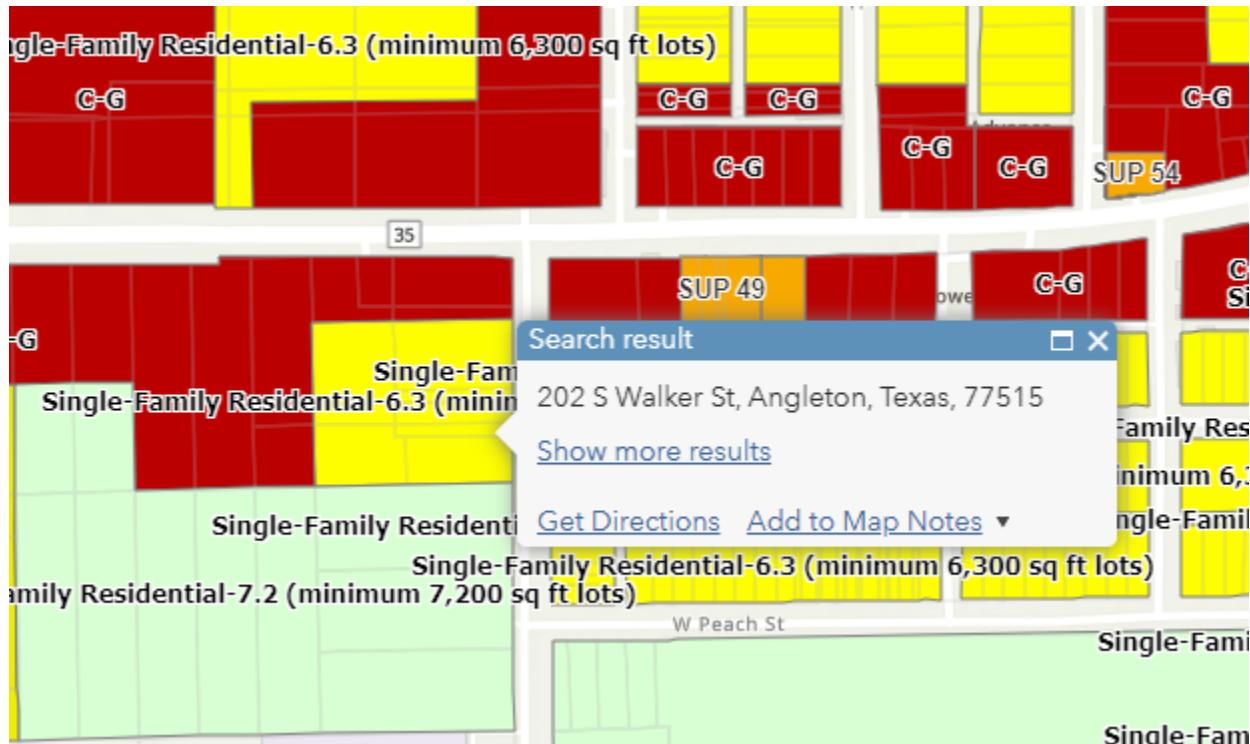
Staff have taken the above criteria into consideration when reviewing the proposed request approving of an SUP (Specific Use Permit) application for an RV Temporary storage for medical purposes, for the address location 202 S. Walker St., Angleton, Texas.

Public Notification

Staff sent public notices to the local newspaper, and to the property owners within 200 feet of the subject property under consideration for the SUP application.

Opposition to or Support of Proposed Request

To date, Staff has not received any notices in opposition of the proposed SUP request.



Recommendation: City Council should approve the ordinance to the City Council, granting the SUP for the RV Temporary housing, for medical purposes, subject to the following condition(s):

1. Placement and Specific Use Permit shall remain in compliance with Sec. 14-103. - Recreational vehicles outside licensed park for emergency housing.
2. The term of the granting of this SUP specific to this Laura Green, shall be temporary, expiring one year from the date of the approval of this SUP being granted, to allow the applicant sufficient quality of life, while demonstrating full compliance with the above cited City Codes of Ordinance requirements. Upon a one-year review, the City Manager may extend the approval of the SUP for an additional temporary term or may revoke the approval of the SUP immediately ordering the certificate of occupancy to be terminated, and the RV unit removal.

ORDINANCE NO. 20260210-013**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, APPROVING AN (SUP) SPECIFIC USE PERMIT, WITHIN THE SF 6.3 SINGLE FAMILY DISTRICT, ALLOWING FOR AN RV TEMPORARY HOUSING FOR MEDICAL PURPOSES, AT 202 S. WALKER ST., ANGLETON, TEXAS, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR REPEAL AND EFFECTIVE DATE, AND FINDINGS OF FACT.**

WHEREAS, the City of Angleton, Texas is granted implied powers under the Texas Local Government Code, Section 51.001 and may adopt, publish, amend or repeal an ordinance and adopt ordinances that are for the good government, peace, or order of the municipality and necessary for carrying out a power granted by law to the City of Angleton, Texas; and

WHEREAS, the City of Angleton, Texas may adopt or maintain an ordinance only if the ordinance is consistent with the laws of Texas as set out in Section 51.002 Texas Local Government Code; and

WHEREAS, On February 5, 2026, the City of Angleton Planning & Zoning Commission held a public hearing and approved the Specific Use Permit (SUP) submitted by Laura Green, for RV- Recreational Vehicle Temporary Housing for medical purposes, to be located at 202 S. Walker St., within the “SF 6.3 Residential Zoning District, and

WHEREAS, on February 5, 2026, the City of Angleton Planning & Zoning Commission, after conducting a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the RV- Recreational Vehicle Temporary Housing; and

WHEREAS, on February 10, 2026, the City of Angleton City Council conducted a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the RV- Recreational Vehicle Temporary Housing; and

WHEREAS, on January 13, 2026, the City of Angleton City Council granted a full application fee waiver, based on an established hardship for the SUP for the RV- Recreational Vehicle Temporary Housing; and

WHEREAS, on February 10, 2026, the City of Angleton City Council conducted a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the RV- Recreational Vehicle Temporary Housing; and

WHEREAS, the City considered the factors and provisions set forth in the City of Angleton Code of Ordinances, Chapter 28 Zoning, Sec. 28-63 Specific Use Permits, and considered the RV- Recreational Vehicle Temporary Housing, located at 202 S. Walker St., Angleton, TX., as depicted on Exhibit A; and

WHEREAS, the City Council desires to grant the Specific Use Permit (SUP) submitted by Laura Green, at 202 S. Walker St., Angleton, TX., to RV- Recreational Vehicle Temporary Housing, with the conditions set forth in Section 2 below.

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

Section 1. That 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. City Council approves the Specific Use Permit in accordance with City of Angleton Code of Ordinances Sec. 28-63, Specific Use Permits (SUP), and adopts the Planning and Zoning Commission recommendation, with the following conditions:

1. Placement and Specific Use Permit shall remain in compliance with Sec. 14-103. - Recreational vehicles outside licensed park for emergency housing.
2. The term of the granting of this SUP to Laura Green, shall be temporary, expiring one year from date of the approval of this SUP, to allow the applicant sufficient quality of life, while demonstrating full compliance with the above cited requirements of the City Code of Ordinances. Upon a one-year review, the City Manager may extend the approval of the SUP for an additional temporary term or may revoke the approval of the SUP, immediately ordering the certificate of occupancy to be terminated, and the RV unit removal.

SECTION 3. Penalty. Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than 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 this Ordinance occurs shall constitute a separate offense.

Section 4. Repeal. 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. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Effective date. That this Ordinance shall be effective and in full force immediately upon its adoption.

Section 7: Proper Notice & Meeting. 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, APPROVED AND ADOPTED THIS THE 10TH DAY OF FEBRUARY
2026.**

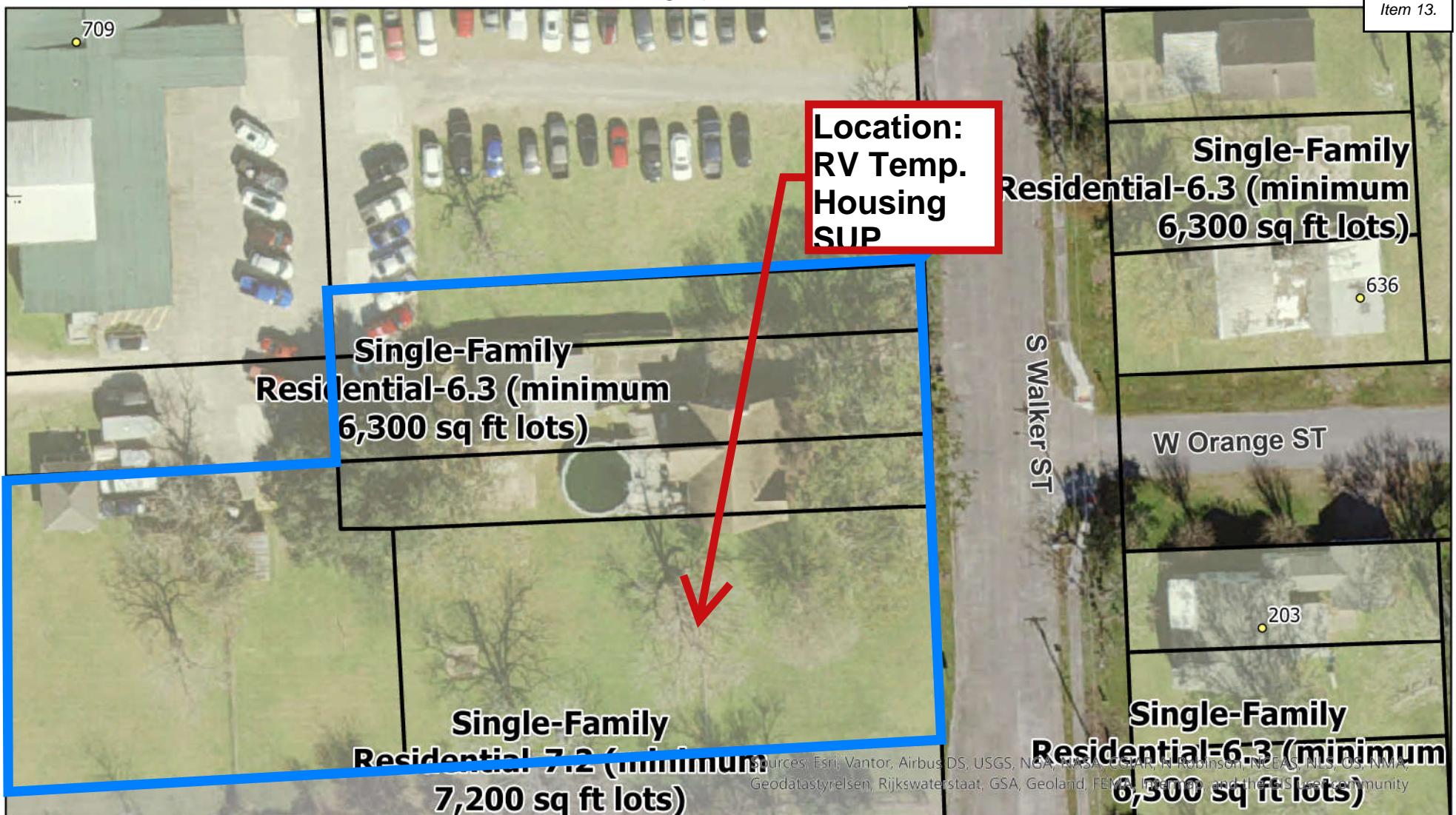
THE CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary

Exhibit "A"



VICINITY MAP: EMERGENCY TEMP. HOUSING SUP

Location: 202 S. Walker St., Angleton, Texas



0 50 100 200 Feet

APPLICATION SPECIAL USE PERMIT

Sec. 28-63 of the Code of Ordinances, Zoning Code

Submittal Instructions:

- Please check all the boxes. If an item is not applicable, please note that it is not applicable (NA).
- Please submit the completed application with all supporting documentation. Applications may be submitted in person or electronically (pdf format) by e-mail. Incomplete and partial applications will not be accepted.
- For electronic submittals, please include the address of the property and the type of application in the subject line of the e-mail.

Subject Line: Address of the project/Commercial or Residential/Type of application. Example: 1000 Main Street/Commercial/Fence Permit

- The City staff is available to assist you in person at City Hall or over the phone at 979-849-4364.

Requirement:

- Pre-Application Conference (DAWG Meeting). This is required prior to application submittal.

The application packet must be submitted with the following:

- A completed application signed by the owner/s of the property.
- Concept plan approval (if required).
- A site plan in conformance with the Sec-28-63.
- Payment of all applicable fees. Refer to Appendix B of the Administrative Development Procedures Manual.
- 8½ x 11 copy of the legal description (metes and bounds) of the area encompassing the Special Use Permit request. If the property is platted, a copy of the plat should be provided.
- Location/vicinity map showing the location and boundaries of the proposed Specific Use Permit. Indicate scale or not to scale (NTS) and provide north arrow.
- Tax Certificate showing that all taxes and obligations have been paid regarding the subject property.
- Notarized statement verifying land ownership.
- Electronic copies of the required exhibits in "PDF" format and shapefile for property boundary where applicable should be submitted in a USB flash drive or via email.

**DEVELOPMENT INFORMATION**

Project Name/Address/Location:

Brief Description of Project: *Placing Rv for mother*acreage: 1.21 (Total)Is property platted? No Yes Subdivision name: Ang. Subs on West Side No. of Lots: 6

Recordation #: _____ Parcel(s) Tax ID #: _____

Existing Use: _____ Proposed Use: _____

Current Zoning: _____ Proposed Zoning: _____

Occupancy Type: Res. Sq. Ft: 200 Bed #: 1 Bath #: 1 Car Garage #: 0Water System: Well Public Flood Zone: Yes No Sewer System: Septic Public**PROPERTY OWNER INFORMATION**Owner: Brandice R. MaradinerContact Name: Same

Address: _____

City/State/ZIP: Angleton TX 77515

Phone: _____

Email: _____

APPLICANT INFORMATION

Applicant/Developer: _____

Contact Name: _____

Address: _____

City/State/ZIP: _____

Phone: _____

Email: _____

KEY CONTACT INFORMATION

Name of the Individual: _____

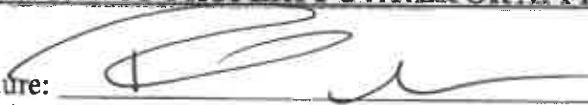
Contact Name: _____

Address: _____

City/State/ZIP: _____

Phone: _____

Email: _____

SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)Signature:  Date: 12-3-25
(Signed letter of authorization required if the application is signed by someone other than the property owner)

*****OFFICE USE ONLY*****

DATE REC'D: _____ BY: _____

FEES PAID: _____

APPROVED BY: _____ DATE APPROVED: _____

APPLICATION/PERMIT NO: _____ EXP DATE: _____

Applications shall be processed based on the City's official submission dates. When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda.

APPLICATION FEE: Specific Use Permit NA Base fee \$1000.00 + \$25.00/each zone - 0 to 5 acres

Base fee \$1000.00 + \$25.00/each zone - 5 to 25 acres

Base fee \$1025.00 + \$25.00/each zone - 25 to 50 acres

Base fee \$1050.00 + \$25.00/each zone - 50 to 75 acres

Base fee \$1075.00 + \$25.00/each zone - 75 to 100 acres

TYPE OF APPLICATION Please check appropriate box below:**Landuse, Policy, and Site Development**

- Annexation
- Rezoning/ FLUM Amendment
- Specific Use Permit
- Planned Development (PD)
- Amending Minor and Major Plat
- Minor Consolidation Plat
- Development Plat
- Concept Plan
- Preliminary Plat
- Final Plat
- Replat
- Construction Plans
- Special Exception
- Floodplain Development Permit
- Variance/Appeal
- On-Site Sewage Facility Permit (OSSF)
- Certificate of Occupancy (CO)
- Grading/Clearing Permit
- Site Development Permit/ Site Plan Review

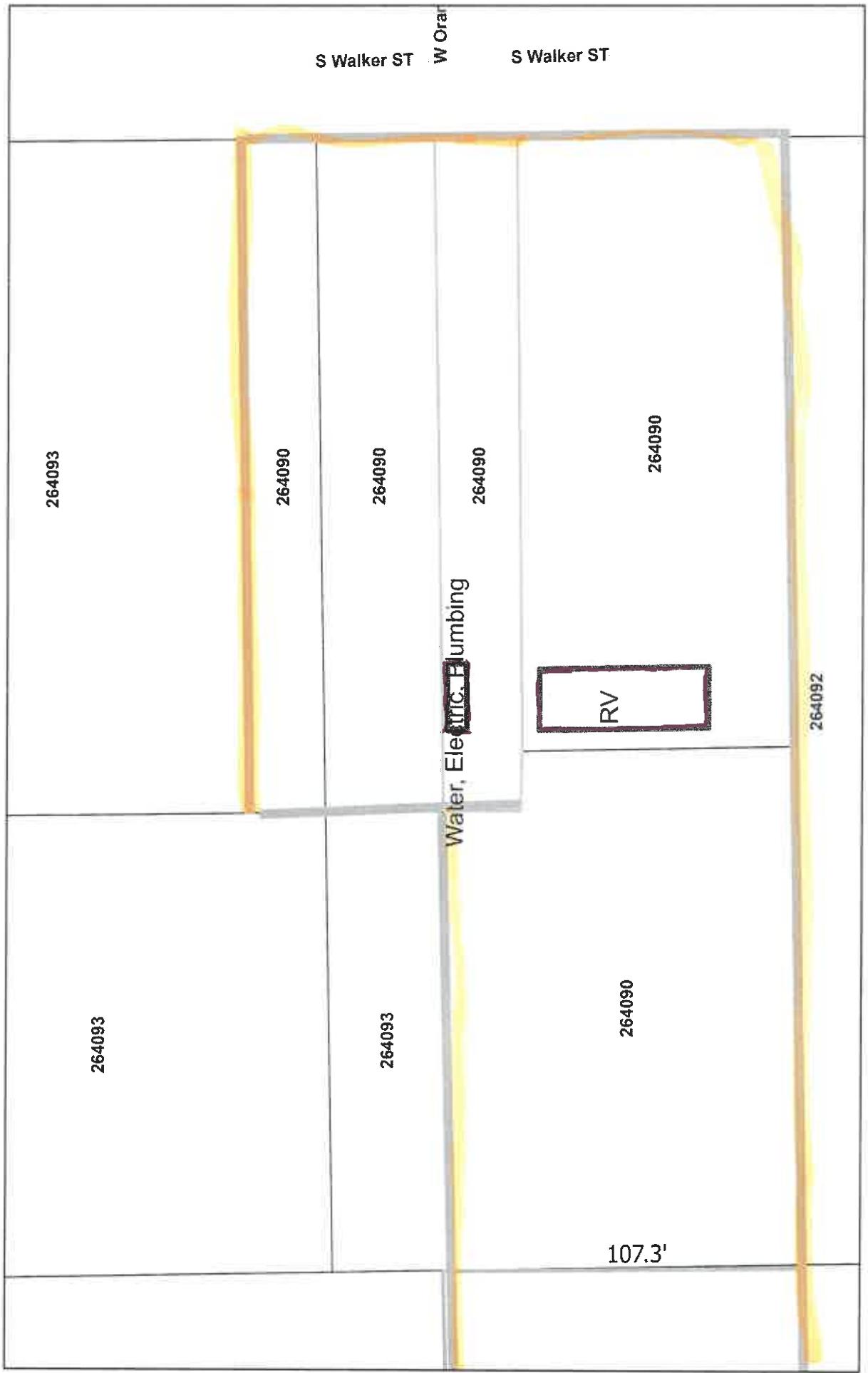
Interpretations/Verifications/Text Amendments

- Comprehensive Plan Amendment (Text)
- Land Development Code (LDC)/Zoning Text Amendment
- Vested Rights Verification Letter
- Letter of Regulatory Compliance
- Zoning Verification
- Letter/Written Interpretation
- Legal Lot Verification

Other Permits/Licenses/Registration

- Commercial -New/Remodel/Addition
- Residential Building Permit 1 & 2 Family
(New, Remodel, Addition, Patio Cover, Carport, Foundation Repair, House Leveling, Windows, New Mobile Home, Siding, Storage Building permits, Re-roof)
- Miscellaneous
- Fence
- Solar Panels
- Swimming Pool
- Demolition or Move
- Backflow/Irrigation
- Flatwork
- Electrical Permit
- Plumbing Permit
- Mechanical Permit
- Sign Permit
- Garage Sale Permit
- Master/ Common Signage Plan
- Fire Prevention Permit Form
- Right-of-Way Construction
- Pipeline Permit
- Drainage Pipe/Culvert Permit
- Roadside Banner Permit
- Mobile Home Park Registration
- Game Room Permit Form
- Grooming Facility License
- Alcohol permit
- Health Permit
- Temporary Health Permit
- Alarm Permit

Brazoria CAD Web Map



12/3/2025, 1:20:37 PM

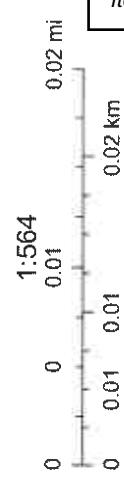
Abstracts

Streets

Brazoria County Boundary

Parcels

172



Item 13.

Disclaimer: This product is for informational purposes only and has not 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 boundaries.

Brazoria County Appraisal District, BIS Consulting - www.bisconsulting.com

W. Mulberry St

35

Central Assembly Of God

El Togoncito Mexican

Nena's Tacos

Mexican

W. Orange St

Swallow St



Cats Academy

35

W. Peach St

Google Maps

Layers



AGENDA ITEM SUMMARY REPORT

MEETING DATE: February 10, 2026

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

AGENDA CONTENT: Conduct a public hearing, discussion, and take possible action on Ordinance No. 20260210-014 granting the voluntary petition to annex approximately 10.646 acres into the City Limits and assigning an "MH" Zoning District/SUP, Specific Use Permit Overlay, originally within the Angleton ETJ, for the Angleton RV Park LLC Facility located at 789 and 799 Anchor Rd./CR 44, Brazoria County, Angleton, TX 77515.

AGENDA ITEM SECTION: Public Hearing and Action Item

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Bhavin Divecha, Managing Partner of Angleton RV Park, requests approval of an Ordinance assigning Zoning to "MH" Zoning District/SUP, Specific Use Permit Overlay for approximately 10.646 acres within the Angleton ETJ, into the City Limits, for the Angleton RV Park LLC Facility located at 789 and 799 Anchor Rd./CR 44. The annexation will be subject to a Service Agreement, for City of Angleton services including connection to water and sewer utilities.

Mr. Divecha asserts that the Angleton RV Park land is facing frontage 288 with a sanitary spray field in a visible site of all traffic in the area, causing an eyesore for future businesses to want to develop around the park. He intends to invest in removing the sanitary spray field, allowing future development on the Commercial frontage.

The amenities at the RV Park include the following:

Currently there are 78 RV Pads: Each pad is equipped with essential utilities to support the needs of our residents.

Laundry Room: A dedicated space providing laundry facilities for the convenience of our guests. **Office:** A central hub for park management and administrative tasks, ensuring efficient operation and guest support.

Single-Story Residential Home: On-site accommodation for the park manager, facilitating immediate and effective management of the park.

In April 2024, Angleton RV received a quote from Clements Plumbing, estimating \$39.5 K to install a lift station next to the existing septic system and run a 2" discharge line from the lift station to the City's manhole 700 ft. away, along the property line. This line will be sleeved where it crosses a driveway. The contractor will then pump out the septic and tie the sewer into the new lift station; fill the septic tank with sand topper, regrade and dress-up the site with a sand topper under permitting and inspections.

PROPOSED UTILITY SERVICE PLAN AND OTHER CITY SERVICES

The proposed Utility Service Plan (Exhibit "C") is attached to this agenda item, which outlines the expectations for the Facility as it relates to water and sewer service by the City.

Water Service

Existing/occupied Recreation Vehicles that are using water-well on the effective date of annexation may continue to use the same for a period not to exceed 36 months or for a period as approved by City Council.

After which, City Water Services are to be provided for: The property owner shall be responsible for the cost of extending water lines to his/her property. After any required water line is constructed by property owner in accordance with all applicable codes, ordinances and departmental policies, and final inspection has been completed and approved by the City. City water service will then be provided to the area.

The owner shall extend at least an 8" water line service line across his property frontage, so that the abutting property can tie to it as required.

Wastewater

Regarding the City wastewater sanitary sewer system, the owner must connect at the Owner's expense. Once connected to the City's wastewater sanitary sewer mains, the sanitary sewage service will be provided by the City at rates established by City ordinances for such service. The owner has option to seek sanitary sewage service from the City based on desire of owner and will be required to connect to both City water and sanitary sewage service in accordance to the terms of this service agreement.

Zoning Analysis

DIVISION 2. RECREATIONAL VEHICLE PARKS

Sec. 14-121. Location of parks.

Recreational vehicle parks may only be located in zoning districts M-1 and R-8 as defined in the zoning ordinance. Note that a Zoning application requesting assignment of a Zoning District (MH), and Specific Use Permit (SUP) for the site must be followed up by the applicant, after the annexation is granted, if approved.

Penalty for violation of this section shall be as set out in section 1-14 of the Angleton Code of Ordinances.

Sec. 14-122. License issuance; fee.

(a) License required. It shall be unlawful for any person to operate a recreational vehicle park within the corporate limits of the city unless such person holds a valid license issued in the name of such person for a specific park. See fees below.

(b) Inspection. Each recreational vehicle coming into a recreational vehicle park must be inspected by the city building inspector after placement and hook-up. If the vehicle passes inspection, the city building inspector shall grant a permit to the recreational vehicle and the applicant shall pay an inspection fee and permit fee as listed in the fee schedule of the City of Angleton.

(c) Application for original license.

(1) All original applications for an original license to operate a recreational vehicle park in the city shall be on forms furnished by the city, shall be signed by the applicant, accompanied by an affidavit of the applicant as to the truth of the matters contained in the application and accompanied by the annual license fee mentioned below. The application shall contain the following:

a. The name and address of the applicant and, if the applicant is not the owner of the premises on which the park is located, the name and address of the owner with a copy of a lease to the applicant from the owner being attached. The day and night phone number for the responsible manager and/or owner;

b. The legal description, street address, and zoning classification of the park; and

c. A site plan of the park showing all recreational vehicle spaces, structures, streets, driveways, walkways and other service facilities and such other information as the building official may reasonably require to establish that the park has been constructed, altered, or expanded according to the permit issued therefor.

(2) If the applicant is not the owner, the applicant must be a lessee of the owner pursuant to a written lease having a remaining term (including any provisions for renewal and extension of such lease) of not less than the term for which the license will be issued.

(3) The building official shall grant such application and issue an original license to operate a recreational vehicle park to the applicant unless he finds the information contained in such application to be inaccurate. The original license shall expire on January 2 of the calendar year next following the year in which it is issued.

(d) Application for license renewal. An application to renew a license to operate a recreational vehicle park in the city shall be made on forms furnished by the city, shall be signed by the licensee, shall contain such information as the building official may reasonably require to gather information reflecting any change in the information required in the

original application or last filed renewal application and shall be accompanied by an affidavit of the applicant as to the truth of the matters contained in the application and the annual license fee mentioned below. If the applicant is not the owner, the applicant must be a lessee of the owner pursuant to a written lease having a remaining term (including any provisions for renewal and extension of such lease) of not less than the term for which the license will be renewed. The building official shall grant such application unless the information contained therein is inaccurate or unless the building official believes that the licensee committed or allowed any violation of the provision of this article applicable to such park to occur, which has not been corrected. A license which has been suspended pursuant to section 14-127 may not be renewed during the period for which it was suspended.

(e) License fee. The annual license fee, per recreational vehicle space, shall be as listed in the fee schedule of the City of Angleton. The annual fee for an original license shall be prorated for the balance of the year. Penalty for violation of this section shall be as set out in section 1-14 of the Angleton Code of Ordinances.

RV Parking Licensing requirement Fee: \$50 plus \$15 per space - Annual Fee with a \$50.00 - Transfer Fee.

Total upon annexation due for licensing will be: $\$50.00 + \$15 \text{ per (78 RV pads)} = \$1,220.00$.

Sec. 14-123. Transfer of license; fee.

(a) Every person desiring to purchase a recreational vehicle park located in the city shall apply for a transfer of such license on forms to be furnished by the city which shall be signed by the licensee, shall contain such information as the building official may reasonably require to assure the building official that the park is being and will be operated in compliance with all the requirements of this article and shall be accompanied by an affidavit of the applicant as to the truth of the matters contained in the application and the license transfer fee mentioned below. A license which has been suspended as provided in section 14-127 may not be transferred during the period for which it was suspended.

(b) All applications for transfer of a license to operate a recreational vehicle park within the city shall be accompanied by a fee as listed in the fee schedule of the City of Angleton. Penalty for violation of this section shall be as set out in section 1-14 of the Angleton Code of Ordinances.

Sec. 14-125. Maintenance and operation of parks.

(a) Maintenance of site requirements. The site requirements for manufactured homes set forth in subsections 14-263(c) through (j), of the Angleton Code of Ordinances shall apply to recreational vehicle parks and shall be maintained at all times in good working order and condition.

(b) Fire safety standards.

(1) Storage and handling of liquified petroleum gases. In recreational vehicle parks in which liquified petroleum gases are stored and dispensed, their handling and storage shall comply with requirements of chapter 17 of the Standard Fire Prevention code adopted by subsection 7-16(a) of the Angleton Code of Ordinances.

(2) Storage and handling of flammable liquids. In recreational vehicle parks in which gasoline, fuel, oil, or other flammable liquids are stored and/or dispensed, their handling and storage shall comply with the provisions of chapter 9 of the Standard Fire Prevention Code adopted by subsection 7-16(a).

(3) Firefighting. Approaches to all recreational vehicle spaces shall be kept clear at all times for access by firefighting equipment. The recreational vehicle park shall provide an adequate water supply for fire department operations which shall be connected to the city's public water supply system. This shall include standard city fire hydrants located within 500 feet of all recreational vehicle spaces measured along the driveways and internal streets of the recreational vehicle park. These fire hydrants shall be made available for periodic inspection by the fire department and water department of the city. The adequacy of the water supply for firefighting shall be determined by state standards.

(4) Barbecue pits, fireplaces and stoves. All fireplaces, wood burning stoves and other forms of outdoor cooking shall be also located, constructed, maintained and used as to minimize fire hazards and smoke nuisance both in the area where used and in neighboring area of the recreational vehicle park. No open fire shall be permitted in the park.

(c) Solid waste disposal. The licensee or agent of a recreational vehicle park shall be responsible for the collection and lawful disposal of all solid waste generated in the park as follows:

(1) The licensee or agent of the park shall be responsible for maintaining the entire area of the park free from weeds, dry brush, leaves, high grass, and the accumulation of debris and to prevent the growth of noxious weeds detrimental to health in accordance with the applicable provision of this Code. All extermination methods and other methods to control insects and pests must conform to the requirements of the health director of the city.

(2) All refuse and garbage handling must be in accordance with the applicable city ordinance. One centralized container may be utilized but it must be of sufficient size to handle all trash and garbage generated within the park without having to be emptied more than twice per week.

(d) Restriction to recreational vehicles. With the exception of the service buildings, recreational buildings, and other community service buildings including but not being limited to management residence and/or office, repair shops, storage facilities, sanitary and

laundry facilities, and indoor recreation areas constructed and maintained pursuant to the provisions of section 14-266 of the Angleton Code of Ordinances only recreational vehicles shall be located in any recreational vehicle park.

(e) **Illumination of parks.** The illumination of all common access routes, driveways, internal streets, off-street parking areas, and service buildings within a recreational vehicle park shall meet the reasonable requirements of the building official to insure adequate visibility within such areas at night by park residents and guests and public safety personnel who might be called to the park at night.

(f) **Provisions for handicapped.** All buildings, walkways, and other structures in the park shall meet the standards for accessibility by the handicapped established by the applicable city, state and federal regulations.

(g) **Drainage.** The park shall have adequate draining as determined by the city engineer.

(h) **Green space and landscaping.** The plot plan of the park shall provide for adequate green space and landscaping so as to constitute and maintain the aesthetic components of a residential area.

(i) **Streets.** All spaces within the park shall be concrete or asphalt. All streets must comply with the provisions for streets in manufactured housing parks as set forth in section 14-264 of the Angleton Code of Ordinances.

(j) **Off-street parking.** There shall be two off-street vehicle parking spaces for each park space.

(k) **Utility hook-up.** Each space shall be equipped for electricity, water and sewer hook-up. Each sewage hook-up must have a P-trap (4) installed below grade. Each electrical hook-up must be of the "female" plug in type. Each water hook-up must be through the hose babb with vacuum breakers installed.

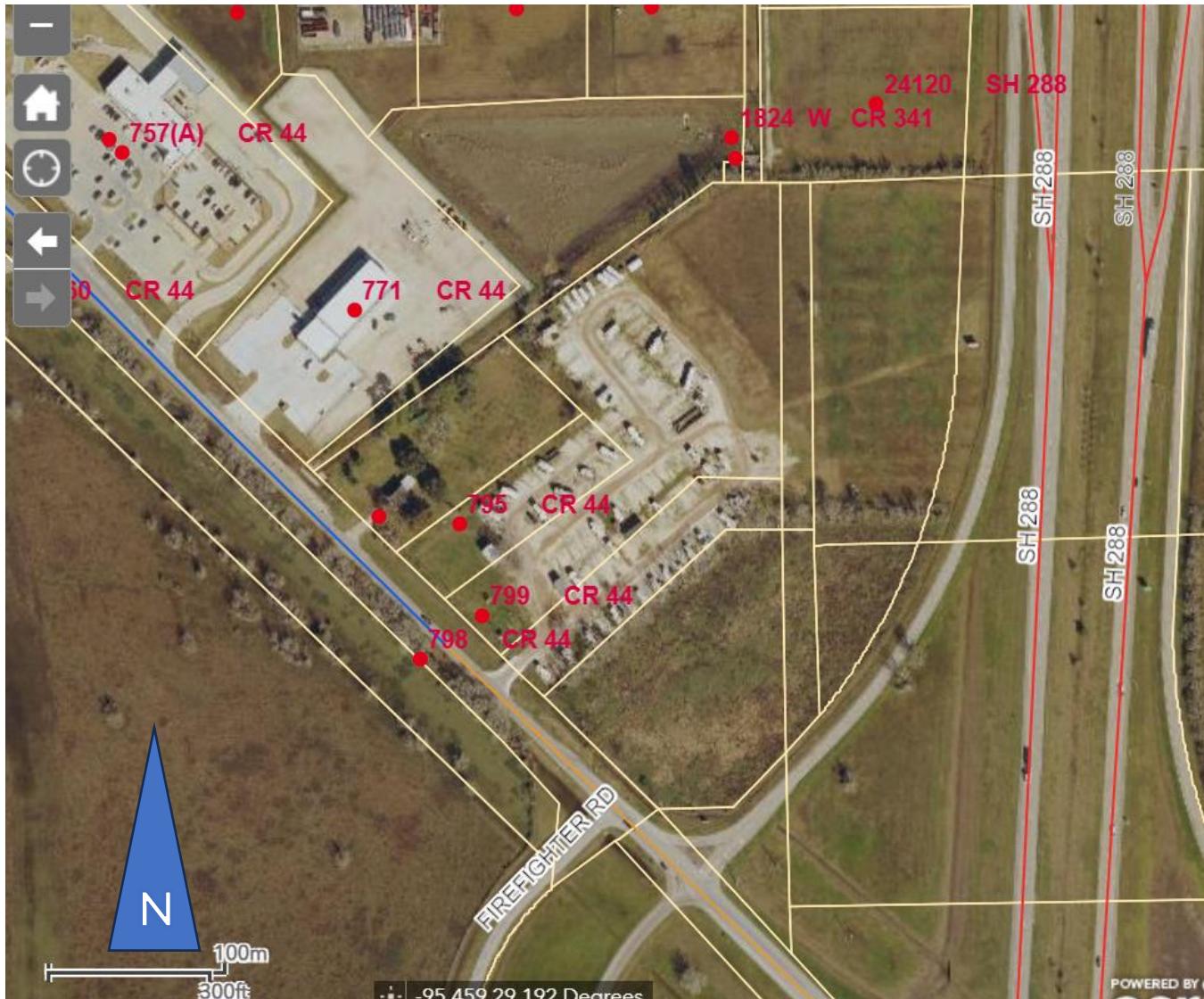
Sec. 14-126. Inspection of parks.

The building official, the health officer, the fire chief, and the police chief of the city and their respective designers shall have the right and are hereby directed at all reasonable times to enter upon any premises for which a license to operate a recreational vehicle park has been issued for the purpose of determining whether a condition or practice exists thereon in violation of the provisions of this article.

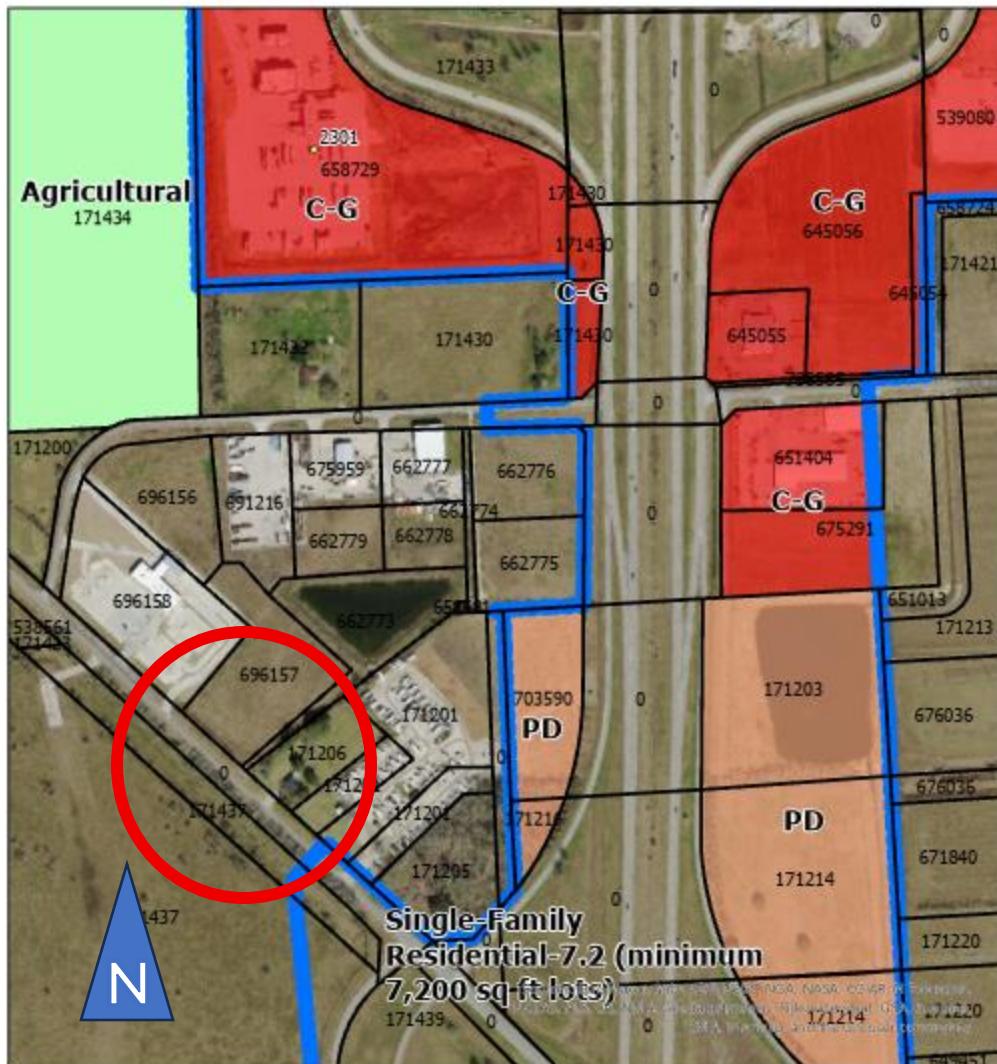
To avoid violations, or suspensions, inspections of any recreational vehicle park, is subject to the building official, the health officer, the fire chief, or the police chief of the city or their respective designee evaluating conditions or practices existing at such park which are in violation of any provision of this article, the building official shall issue and deliver writing notice forth each such condition or practice and notifying the licensee that unless such condition or practice is corrected or stopped within the time specified in such notice, which shall be in a reasonable time.

Police Protection:

Police protection will be reverted to Angleton Police as a condition of an approved annexation into the city limits. Angleton PD has submitted the Exhibit "D", Crime Report for Council's information which shows stats from 2022 through 2025 by agency responding. Approximately 165 calls for service were generated in the vicinity of this site location (Both EMS and Law Enforcement). 16 reports were generated for service. The distribution of call types is approximately 50% were non-emergency, 26 percent were 911 calls, and 25 percent were responded by Law Enforcement.



Aerial Map



Zoning Map

Sec. 28-6. Zoning upon annexation.

(a) As soon as practical following annexation, but in no event more than 180 calendar days thereafter, the city council shall, on its own motion or upon application by property owners of the annexed area, initiate proceedings to establish appropriate zoning on the newly annexed territory, thereupon the city manager shall commence public notification and other standard procedures for zoning amendments as set forth in section 28-24. Said proceedings to establish zoning may be undertaken concurrently with annexation procedures (i.e., notified at the same time, public hearings scheduled at the same time as annexation, etc.), however zoning approval and formal adoption of the ordinance establishing zoning must occur after annexation approval and adoption have occurred, and as a separate and distinct action by the city council.

RECOMMENDATION:

City Council should conduct the public hearing, hear all public input, and consider the Ordinance for annexation and Zoning of the RV Park property as "MH" Zoning District/SUP, Specific Use Permit for an RV Park, and consider the Utility Service Plan, subject to the following conditions:

1. This Zoning and approval of the Specific Use Permit is subject to the successful granting of the annexation of the subject 10.646 acres.
2. The Angleton RV Park shall be limited to a unit count of 78 spaces, as part of the Specific Use Permit. Any future expansions thereof shall be subject to an amendment application of the Specific Use Permit.
3. A privacy fence or screen wall shall be installed along the Southeast and East property boundary line. The property frontage along CR 44 frontage shall be enhanced with a continuous row of a transitional buffer strip with a 30" min. planting height landscaped hedge row, double row staggered, at maximum 30" off center.

ORDINANCE NO. 20260127-014

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS,
GRANTING THE VOLUNTARY PETITION TO ANNEX
APPROXIMATELY 10.646 ACRES INTO THE CITY LIMITS,
FOR THE ANGLETON RECREATION VEHICLE (RV)
PARK, LOCATED AT 789 & 799 ANCHOR RD./CR 44,
ANGLETON, TX; ASSIGNING A ZONING
CLASSIFICATION OF "MH" DISTRICT/SUP OVERLAY;
AUTHORIZING SAID AMENDMENT OF ALL OFFICIAL
BOUNDARY MAPS OF THE CITY OF ANGLETON TO
INCLUDE THE SAID ACRES IN THE CITY OF
ANGLETON; PROVIDING FOR AN OPEN MEETINGS
CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Texas Local Government Code§ 43.003 authorizes the City of Angleton, as a home-rule municipality, to extend its City limit boundaries through the annexation of area adjacent to those boundaries; and

WHEREAS, Section 1.03 of the City Charter of the City of Angleton provides that the City Council has authority by ordinance to fix the City limit boundaries, provide for the alteration and extension of said boundaries, and annex additional territory lying adjacent to said boundaries in any manner provided by law; and

WHEREAS, Texas Local Government Code § 43.0671 provides authority for municipalities to annex an area if each owner of land in the area requesting annexation; and

WHEREAS, the owner(s) of the said property, of their own free will and accord, did voluntarily request that the City of Angleton incorporate the 10.646 acres described herein into the municipal boundaries of the City of Angleton.

WHEREAS, on February 5, 2026, the City of Angleton Planning & Zoning Commission held a public hearing and approved the Zoning of approximately 10.646 acres to "MH" Zoning District/SUP, Specific Use Permit Overlay for the Angleton RV Park LLC Facility, originally within the Angleton ETJ, and

WHEREAS, on February 5, 2026, the City of Angleton Planning & Zoning Commission, after conducting a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the Angleton RV Park LLC Facility; and

WHEREAS, on February 10, 2026, the City of Angleton City Council held a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the proposed assigning of the Zoning Classification of "MH" Zoning District/SUP, Specific Use Permit Overlay, for the Angleton RV Park LLC Facility; and

WHEREAS, said tract of land is contiguous and adjacent to the City of Angleton, Texas, and is located in the Extraterritorial Jurisdiction of the City of Angleton; and

WHEREAS, the 10.646 acres described in Exhibits “A”, and “B”, herein satisfies all requirements of Texas Local Government Code §§ 43.0671 - 43.0673; and

WHEREAS, notice of the public hearing was published in The Facts and posted on the City’s Internet website pursuant to Texas Local Government Code § 43.0673; and

WHEREAS, the City Manager has prepared the Service plan directed by the City Council as required and described in Exhibit “C”, which stipulates the property, upon annexation, will be entitled for full City services and that the City is make available water or sanitary sewer lines at the owner’s expense to the said property at the time designated in the Service Agreement (Exhibit “C”), in order to facilitate full service to the said 10.646 acres; and

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

SECTION 1. The voluntary annexation petition as filed by Bhavin Divecha on behalf of Angleton RV Park, LLC, for the voluntary annexation of 10.646 acres into the City Limits and the Zoning to “MH” Zoning District/SUP, Specific Use Permit Overlay, for the Angleton RV Park LLC Facility, for property located at 788 and 789 Anchor Rd./CR44, Angleton, TX 77515, as graphically depicted in Exhibit “A” and “B”, into the City of Angleton is hereby granted subject to the following conditions:

1. This Zoning and approval of the Specific Use Permit is subject to the successful granting of the annexation of the subject 10.646 acres.
2. The Angleton RV Park shall be limited to a unit count of 78 spaces, as part of the Specific Use Permit. Any future expansions thereof shall be subject to an amendment application of the Specific Use Permit.
3. A privacy fence or screen wall shall be installed along the Southeast and East property boundary line. The property frontage along CR 44 frontage shall be enhanced with a continuous row of a transitional buffer strip with a 30” min. planting height landscaped hedge row, double row staggered, at maximum 30” off center.

SECTION 2. All official maps that depict the boundaries of the City Limits of the City of Angleton, Texas be revised to include the subject 10.646-acre tract within the City of Angleton, as depicted on Exhibits “A” and “B”.

SECTION 3. The City Manager is hereby directed to implement the annexation service plan described in Exhibit “C” to provide full municipal services to the area that is annexed as detailed in the Service Agreement.

SECTION 4. The meeting at which this Ordinance was approved was a regular meeting of the City Council, and in all things, was conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 5. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED this 10th day of February 2026.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary

County: Brazoria County
Project: 10.646 Acre
Job No.: 15260

**FIELD NOTES FOR 10.646 ACRES
ANNEXATION TRACT**

Being a 10.646 acre tract of land, located within the Jose De Jesus Valderas Survey, Abstract No. 380 being 1) out of a called 7.995 acre tract (Tract I) and a 2.00 acre tract (Tract II) as recorded in in County Clerk's File No. (C.C.F.N.) 2021081594 of the Official Public Records of Brazoria County Texas (O.P.R.B.C.T.), 2) out of a called 4.080 acre tract as recorded in C.C.F.N. 2021081526 of the O.P.R.B.C.T., and out of an abandoned right-of-way (R.O.W.) as recorded in Volume 1601, Page 878 of the Deed Records of Brazoria County Texas (D.R.B.C.T.), referred to hereinafter at the above referenced tract of land, said 10.646 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 1/2-inch iron rod with cap found for corner, being the West corner of the above referenced tract;

THENCE North 51°34'47" East, along the Northwest line of the above referenced tract, a distance of 910.85 feet to a 5/8-inch capped iron rod, stamped "Baker & Lawson", found for corner, being the Northwest corner of the above referenced tract;

THENCE North 87°20'06" East, along the North line of the above referenced tract, a distance of 430.92 feet to a point for corner;

THENCE South 00°31'39" West, over and across the above referenced tract, along the West city limit line of the City of Angleton, as provided in digital CADD format from said city, a distance of 4.67 feet to a point for corner;

THENCE South 86°54'45" West, over and across the above referenced tract, and along said West city limit line, a distance of 308.96 feet to a point for corner;

THENCE South 02°17'12" East, over and across the above referenced tract, and along said West city limit line, a distance of 2.55 feet to a point for corner;

THENCE North 86°27'11" East, over and across the above referenced tract, and along said West city limit line, a distance of 30.06 feet to a point for corner;

THENCE South 02°15'11" East, over and across the above referenced tract, along said West city limit line, a distance of 621.69 feet to a point for corner;

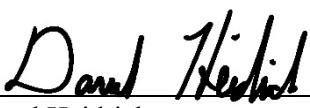
THENCE South 89°30'30" West, along the South line of the above referenced tract, a distance of 46.61 feet to a 1/2-inch iron rod found for corner;

THENCE North 86°35'30" West, along the South line of the above referenced tract, a distance of 56.39 feet to a 1/2-inch capped iron rod, stamped "Stroud", found for an interior corner of the above referenced tract;

THENCE South 48°19'27" West, along the South line of the above referenced tract, a distance of 497.82 feet to a 1/2-inch capped iron rod, stamped "Stroud", found for corner, being the South corner of the above referenced tract, same being on the Northeast R.O.W. line of said County Road 44;

THENCE North 47°09'21" West, along the Southwest line of the above referenced tract, same being the Northeast R.O.W. line of said County Road 44, a distance of 566.47 feet to the **POINT OF BEGINNING** of the herein described tract, containing 10.646 acres of land, more or less.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


08/29/2024
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378



MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF ANGLETON, TEXAS
AND ANGLETON RV PARK LLC

This Municipal Services Agreement ("Agreement") is entered into on 27th day of January, 2026 by and between the City of Angleton, Texas, a home-rule municipality of the State of Texas, ("City") and Angleton RV Park LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, the City is currently classified as a home-rule municipality for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0672 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Angleton, Texas, which consists of approximately 10.646 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Angleton City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

- i. Fire

Existing Services: Fire suppression is provided by the Angleton Volunteer Fire Fighters Association, who has an agreement with Brazoria County.

Services to be Provided: Fire suppression will be available by the Employees and Angleton Volunteer Fire Fighters Association, who has an agreement with the City of Angleton. Fire prevention and fire code enforcement activities will be provided by the Fire Marshal's office as needed. Fire cause and origin determination will be provided by the Fire Marshal's office.

- ii. Police

Existing Service: Brazoria County Sheriff's Department.

The City's Police Department will provide protection and law enforcement services.

- iii. Emergency Medical Services - The City's Fire Department and EMS will provide emergency medical services.
- iv. Planning, Zoning, Codes, and Building Compliance – Existing Services: None The City's Development Services will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.

Code Compliance – The City's Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property

- v. Publicly Owned Parks, Facilities, and Buildings

- 1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. The existing private parks, facilities, and buildings will be unaffected by the annexation and remain the responsibility of the OWNER.
- 2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

- vi. Streets - The City's Public Works Department will maintain all public accepted streets that are in constructed compliance with City standards, and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws. All private drives shall be maintained at the expense of the owner and

operator.

vii.

viii. **Storm Water Management**

Existing Services: Angleton Drainage District

Services to be Provided: Developers will provide storm water drainage at their expense in accordance with the requirements of Angleton Drainage District and inspections by City Engineer at time of completion. Further expansion will require additional detention to compensate for lack of detention on existing area. A letter of no objection shall be provided to the City of Angleton.

ix. **Existing Services: Angleton Drainage District**

Services to be Provided: Developers will provide storm water drainage at their expense in accordance with the requirements of Angleton Drainage District and inspections by City Engineer at time of completion. Further expansion will require additional detention to compensate for lack of detention on existing area.

x. **Water Service**

Existing Services: Existing/occupied Recreation Vehicles that are using water-well on the effective date of annexation may continue to use the same for a period not to exceed 36 months. After which, City Water Services are to be provided for: Property owner shall be responsible for the cost of extending water lines to his/her property. After any required water line is constructed by property owner in accordance with all applicable codes, ordinances and departmental policies and final inspection has been completed and approved by the City. City water service will then be provided to the area.

The owner shall extend at least an 8" water line service line across his property frontage, so that the abutting property can tie to it as required.

xi. **Wastewater**

1. Regarding the City wastewater sanitary sewer system, the owner must connect at the Owner's expense. Once connected to the City's wastewater sanitary sewer mains, the sanitary sewage service will be provided by the City at rates established by City ordinances for such service. The owner has option to seek sanitary sewage service from the City based on desire of owner and will be required to connect to both City water and sanitary sewage service in accordance to the terms of this service agreement.

xii. **Solid Waste Services** – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
- c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific

department also includes any subsequent City department that will provide the same or similar services.

- d. All existing property facilities and infrastructure shall be deemed 'grandfathered' and are exempt from compliance with City of Angleton code enforcement standards. As such, they shall not be subject to any requirement to conform to updated or revised municipal codes or regulations as a result of annexation

5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

9. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Brazoria County, Texas construed in conformity with the provisions of Texas Local Government Code Chapter 43.

10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

14. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF ANGLETON

By: _____
John Wright, Mayor

ANGLETON RV PARK LLC

By: _____
Name: _____
Title: _____

Attest:

City Secretary

Approvals:
M&C _____
Ordinance No. _____

State of Texas §
County of Brazoria §

This instrument was acknowledged before me on the _____ day of _____, 20____, by John Wright, Mayor of the City of Angleton, a Texas home rule municipality.

By: _____

Notary Public, State of Texas

State of Texas §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, _____ of [Name of individual signing, title (if any)] on behalf of said _____ [insert name of company or individual where applicable].

By: _____

Notary Public, State of Texas

September 18, 2024

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

Re: Annexation of 10.646 tract of land

Dear Ms. Perez,

Angleton RV Park, LLC, owner of the referenced property, request the City of Angleton annex the below referenced property. The property is located at SH 288 and CR 44.

Tax Parcel Numbers 0380-0064-000, 0380-0064-002, 0380-066-000

The 14.913 acres is being subdivided into two lots (Lot 1 - 12.939 and Lot 2 – 1.974).

Angleton RV Park, LLC would like to tie into the sanitary sewer services.

Attached are the following documents:

1. Deed of Property
2. Proposed Service Agreement for review
3. Current Survey prepared by Darrel Heidrich, RPLS

If any additional documentation is needed, please let us know.

Sincerely,

Bhavin Divecha

Bhavin Divecha
Angleton RV Park, LLC



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 10, 2026

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

AGENDA CONTENT: Discussion, development update, by the Developer for Austin Colony Development, located on CR 44, Anchor Road and Tigner St.

AGENDA ITEM SECTION: Regular Agenda Item.

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

This is a request from the owner/developer of the Austin Colony Development, PD No. 3, for the Austin Colony Development Agreement within PD No. 3, which was amended and adopted by City Council on January 10, 2023 under Ordinance No. 20230110-009. Due to a reconfiguration and reclassification of Austin Colony Blvd., the various sections were readjusted as result. Austin Colony Drive will serve access to the proposed 50 lots in Section 1A, with a tie-in to CR 44, Anchor Road which is currently under construction

RECOMMENDATION:

The City Council should receive the presentation by Mr. Wayne L. (Sandy) Rea, II, on the Austin Colony Development.



AGENDA ITEM SUMMARY FORM

| | |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | February 10, 2026 |
| PREPARED BY: | Hector Renteria |
| AGENDA CONTENT: | Discussion and possible action on HDR's proposal for Engineering service for the 2026 Oyster Creek Wastewater Treatment Plant Permit Renewal. |
| AGENDA ITEM SECTION: | Regular Agenda |
| BUDGETED AMOUNT: | FUNDS REQUESTED: \$24,600.00 |

FUND:**EXECUTIVE SUMMARY:**

The City owns and operates the Oyster Creek WWTP (SIC Code 4952) which is located at 500 Sebesta Road within the City of Angleton in Brazoria County, Texas. The plant's current permit will expire on January 2, 2027 and the City must submit an application for permit renewal to the Texas Commission on Environmental Quality (TCEQ) 180 calendar days prior to the expiration date which is on July 2, 2026. HDR has therefore prepared this proposal to complete the permit renewal application to the TCEQ for the City of Angleton.

RECOMMENDATION:

Approve and execute HDR's contract to complete the permitting of the Oyster Creek WWTP for the not to exceed amount of \$24,600.00.



January 28, 2026

Guadalupe Valdez
Acting City Manager
City of Angleton
121 South Velasco Street
Angleton, Texas 77515

**Re: Proposal for Professional Engineering Services
2026 Oyster Creek Wastewater Treatment Plant (WWTP) TPDES Permit Renewal**

Dear Mr. Valdez:

HDR Engineering, Inc. (HDR) is pleased to provide you with this fee proposal for Professional Engineering Services to assist the City of Angleton, Texas (City) in renewing their Oyster Creek Wastewater Treatment Plant (WWTP) Facility Texas Pollutant Discharge Elimination System (TPDES) Permit. For your convenience, this proposal consists of a General Overview, Scope of Services, Schedule, Deliverables, City Responsibilities, Fees, and Terms and Conditions Sections.

GENERAL OVERVIEW:

The City owns and operates the Oyster Creek WWTP (SIC Code 4952) which is located at 500 Sebesta Road within the City of Angleton in Brazoria County, Texas. It is currently operating under TPDES Permit No. WQ0010548004 that was issued on January 2, 2024. Per this permit, the WWTP has a daily average effluent flow of 3.6 million gallons per day (MGD), an average discharge 2-hour peak flow of 12,500 gallons per minute (GPM) and is authorized to treat and discharge wastewater to Oyster Creek Above Tidal in Segment No. 1110 of the San Jacinto-Brazos Coastal Basin.

This current permit will expire on January 2, 2027 and the City must submit an application for permit renewal to the Texas Commission on Environmental Quality (TCEQ) 180 calendar days prior to the expiration date which is on July 2, 2026. HDR has therefore prepared this proposal in order to complete the permit renewal application and submit it along with any associated fees to the TCEQ.

SCOPE OF SERVICES:

HDR's scope of services as described below identify the required tasks to complete and submit the permit renewal application to the TCEQ. It is HDR's understanding that there has been no change in the WWTP's capacity or treatment processes within the last five (5) years and thus HDR will be following the TCEQ standard permit renewal procedures.

I. Project Management

- Prepare the Project Management Plan, Quality Management Plan, and Safety Plan.
- Monitor and update the project schedule and budget. Prepare monthly invoices, assumed a total of (12) invoices.

II. TPDES Permit Renewal

- Conduct one (1) 1-hour internal kick-off meeting with four (4) HDR staff – Project Manager, Permitting Lead, GIS Lead, and EIT.

- Review existing TPDES Permit No. WQ0010548004 issued by the TCEQ and the materials available associated with the application for the permit.
- Assemble and complete forms for the permit renewal application. The permit renewal must be submitted to TCEQ no later than July 2, 2026 (180 calendar days before the current permit expiration date of January 2, 2027). The City shall provide information to HDR as necessary in order for HDR to complete the required permit renewal forms.
- Prepare an application for renewal of the permit consisting of the following parts:
 - Form 10400
 - TCEQ Core Data Form
 - Form 10053
 - Domestic Wastewater Permit Application Checklist
 - Application for a Domestic Wastewater Permit Administrative Report 1.0
 - Supplemental Permit Information Form (SPIF)
 - Payment Submittal Form
 - Form 10054
 - Domestic Technical Report 1.0
 - Domestic Technical Report Worksheet 2.0 Receiving Waters
 - Domestic Technical Report Worksheet 4.0 Pollutant Analyses Requirements
 - Domestic Technical Report Worksheet 5.0 Toxicity Testing Requirements
 - Domestic Worksheet 6.0 Industrial Waste Contribution
- Assemble and complete the following attachments to the permit renewal application:
 - USGS Topographic Map
 - WWTP Site Map
 - WWTP Process Flow Diagrams
 - WWTP Site Drawing
 - Pollutant analyses/laboratory sampling report
- Obtain water well location information as required from the Texas Water Development Board (TWDB).
- Provide a Draft of the permit renewal application in PDF format to the City for review. HDR will conduct a one (1) hour virtual meeting with the City to review the draft permit and discuss any questions. After this meeting, the City will have one week to provide comments and any missing data.
- Incorporate City review comments into the Draft permit renewal application and coordinate with the City on specific work items (i.e., sampling and testing) required to be included in the final permit application submittal to the TCEQ.
- Finalize permit application for submittal to TCEQ and mail it to TCEQ at least one (1) week (by June 25, 2026) before the July 2, 2026 deadline.
- Provide up to eight (8) hours of TCEQ coordination after submittal of application to TCEQ.
- Assist the City with two (2) rounds of coordination with local English and Spanish newspapers in order to have the TCEQ required public notices posted in the newspapers. The cost of the newspaper advertisements will be paid for by the City directly.

III. Additional Services (Not Part of Current Scope)

- The following professional services can be provided at the City's request and are not part of the above-described scope of services for this proposal.
 - Significant modifications to the initial permit application to incorporate TCEQ review comments.

- Testing or certification of any kind required by the permit or required for the permit application.
- Topographic surveys, stream surveys or other field surveys.
- TCEQ coordination beyond the time noted above.
- Public meeting attendance.
- Any other service not included specifically in the basic services.
- Preparation of sludge management plan.
- In the event that additional services are requested by the City, HDR will prepare a contract amendment for those services and present it to the City for approval.

SCHEDULE:

A summary of key project milestones and due dates are provided below:

- Anticipated Notice to Proceed from the City – 3/16/26
- Draft Permit Application to City with Data Request & Meeting – 3/30/26
- Finalize Permit Application – 4/20/26
- City Review of Final Permit Application – 5/4/2026
- HDR to Address Comments from Review and Submit Revised Final Permit Application for City Signatures – 5/21/26
- Submit/Mail to TCEQ – No later than 6/25/26
- Deadline for Permit Renewal Application to Arrive at TCEQ – 7/2/26

DELIVERABLES:

HDR will provide one (1) hard copy and one (1) electronic copy of the permit renewal application to the City. TCEQ requires submission of one (1) original application and three (3) printed copies of the permit renewal application. HDR will submit the permit renewal application to TCEQ.

CITY RESPONSIBILITIES:

The City shall be responsible for, and HDR may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the City and its operators to HDR pursuant to this Agreement. HDR may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

The City shall at its expense:

- Be responsible for payment of all required fees that must be submitted with the application. The application fee for renewals of wastewater treatment plants with flows greater than or equal to 1.0 MGD is \$2,015.00 (per TCEQ Form 10053 dated October 17, 2024).
- Provide all criteria and full information and furnish copies of all design and construction information.
- Furnish any other available information pertinent to the Project including previous design plans, reports and data relative to previous designs, or investigation at or adjacent to the Site.
- Following HDR's assessment of initially available Project information and data and upon HDR's request, furnish or otherwise make available such additional Project related information

and data as is reasonably required to enable HDR to complete the permit renewal application. Such additional information or data would generally include the following:

- One (1) copy of the existing permit and existing permit application.
- Test reports for all testing required to complete the permit application.
- Monitoring reports for the last 12 months.
- Groundwater monitoring data.
- Soil sample test data.
- Sludge sample test data.
- Property maps showing treatment facilities, effluent storage sites, irrigation sites and any crop sites.
- Signatures required on the completed application and copies.
- Payment of all application fees, testing fees and other fees assessed by the State or other entities associated with the permit renewal.
- Property descriptions.
- Zoning, deed, and other land use restrictions, if required.
- Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points, if required.
- Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof, if required.
- Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas, if required.
- Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- Sludge Management Plan.

• It is understood that the data provided by the City will contain all data necessary information to prepare the required TCEQ permit renewal application components, including:

- Detailed engineering reports/plans including design calculations, site controls, groundwater protection, odor/dust/bioaerosol management, ultimate use of finished product.
- Pathogen reduction alternatives.
- Vector attraction alternatives.
- Volume and frequency of sludge disposal.
- Calculations that show 25-year, 24-hour rainfall is prevented from leaving surface disposal unit.
- Copy of closure plan and post-closure maintenance plan.
- Groundwater monitoring data.
- Effluent land application rates, effluent storage pond volume and dimensions.

• If, through no fault of HDR, such periods of time or dates are changed, or the orderly and continuous progress of HDR's services is impaired, or HDR's services are delayed or suspended, then the time for completion of HDR's services, and the amounts of HDR's compensation, shall be adjusted equitably.

- If the City authorizes changes in the scope, extent, or character of the Project, then the time for completion of HDR's services, and the amounts of HDR's compensation, shall be adjusted equitably.
- The City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay HDR's performance of its services. The 180 calendar days before July 2, 2026 is a hard deadline and if not met the Permit Holder (City) will be out of compliance.

FEES:

HDR proposes to provide the above-described Scope of Services for an hourly, not-to-exceed fee of **\$24,600.00**.

TERMS AND CONDITIONS:

This project will be performed as a 'Project Engineering Design and Support Service' under the current Master Agreement for Professional Services with the City, and its terms and conditions will apply.

Invoices will be submitted on a monthly basis and the charges for lump sum services, hourly services, subcontract expenses, reimbursable expenses, and mileage will be in accordance with Attachment "A" – Fee Basis of the Master Agreement for Professional Services with the City.

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.



Scott A. Marr, P.E.
Vice President

Acceptance: 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

Signature: _____

Printed Name: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 10, 2026

PREPARED BY: Hector Renteria

AGENDA CONTENT: Discussion and possible action on HDR's proposal for Engineering Service for the Design, Bid, and Construction Management on the Lorraine Street Sanitary Sewer Improvements.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED: \$178,510.00**

FUND:

EXECUTIVE SUMMARY:

The City has been experiencing repeated maintenance issues with the existing 27-inch sanitary sewer line on Lorraine Street, beginning at the intersection of North Chenango Street and running west to the west side of State Highway 288B. This segment is approximately 450 feet and includes a crossing of State Highway 288B. The City has performed a closed-circuit TV (CCTV) inspection of this segment and found it to be a coated concrete pipe. The coating has begun to fail causing blockages in the pipe. This proposal is to install a new 30-inch sanitary sewer line and abandon the existing line in place.

RECOMMENDATION:

Approve and execute HDR's contract for engineering services for the Lorraine Street Sanitary Sewer Improvements for the not to exceed amount of \$178,510.00.



January 28, 2026

Mr. Guadalupe Valdez
 Acting City Manager
 City of Angleton
 121 S. Velasco
 Angleton, Texas 77515

Re: Proposal for Professional Engineering Services
 Design, Bid, and Construction Phase Services for
 Lorraine Street Sanitary Sewer Improvements Project
 City of Angleton

Dear Mr. Valdez:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for design, bid, and construction phase services for the above-referenced project. This proposal is based on our understanding of the project from previous discussions with City Staff. For your convenience, this proposal consists of a Project Understanding, Scope of Services, Fee Summary, Schedule, Terms and Conditions and Invoices sections.

PROJECT UNDERSTANDING:

The City has been experiencing repeated maintenance issues with the existing 27-inch sanitary sewer line on Lorraine Street, beginning at the intersection of North Chenango Street and running west to the west side of State Highway 288B. This segment is approximately 450 feet and includes a crossing of State Highway 288B. The City has performed a closed-circuit TV (CCTV) inspection of this segment and found it to be a coated concrete pipe. The coating has begun to fail causing blockages in the pipe. Approximately 200 feet of this line was unable to be televised due to its current condition.

HDR and City staff have evaluated different repair options and rehabilitation methods. It was decided to move forward with upsizing the line segment to a more common size of pipe (30-inch) and relocate it to the south side of the existing ROW and abandon the existing 27-inch pipe in place by grout filling.

The opinion of probable construction cost for the above-described improvements is approximately \$990,000.00.

SCOPE OF SERVICES

The following Scope of Services outlines the design, bid, and construction phase services that HDR will perform for this project.

I. DESIGN PHASE SERVICES

A. Basic Design Phase 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 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 AutoCAD from information obtained during survey.
- Perform a 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 new 30-inch sanitary sewer, including new services, pavement repair, and a steel casing bore under State Highway 288B.
- Prepare specifications 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 City staff to discuss the contents of the 75% design plans and specifications and review comments provided by 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.

B. Special Design Services

1. Survey Services

- HDR will utilize a subconsultant to perform the survey for 850 linear feet (including 100 feet past all intersections) of Lorriane Street.
- Texas 811 One Call will be performed to identify private utility companies in the field and their locations will be collected with the survey data.
- Survey will provide a full topographic survey with 100-foot 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 parallel and crossing water lines and storm/sanitary sewers. 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 pins located at property corners), easement locations, control points, and locations of geotechnical bore holes.

2. Geotechnical Investigation Services

- HDR will utilize a subconsultant to perform the geotechnical investigation services for the project.
- Boring locations shall be spaced at 500-foot intervals for a total of two (2) bores and fifty (50) vertical feet.
- The information provided in the geotechnical report will include boring logs and test data, ground water conditions, pavement design recommendations, structural fill requirements, bedding and backfill recommendations, and general earthwork recommendations.

3. Tree Protection Plans

- HDR will utilize a subcontractor to provide tree protection plans. The plans will include tree species, size and current condition. The plans will also include tree protection measures to protect existing trees in the project area.

4. 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.

5. 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.

6. TxDOT Coordination

- A portion of this project will include extending the proposed sanitary sewer under State Highway 288B. This will involve submitting both traffic control and design plans for permitting the proposed improvements. A budgetary fee amount will be created for this task as the required permitting effort is not known.

II. BID PHASE SERVICES

HDR will enter into this phase after the acceptance of the Design Phase documents by the City and upon receiving approval from TxDOT. Bid Phase Services shall include the following:

- 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 the project plans and specifications on Civcast to generate interest for the project during the bidding process. The cost for HDR to register the project on CivCast is included in this fee proposal.
- Conduct a pre-bid conference for potential bidders describing specific project requirements and answer questions from Contractors regarding the project. Prepare pre-bid meeting minutes and distribute to all attendees.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's Contract Documents and prepare addenda as necessary.
- Attend the public bid opening at a location agreed to by the City.
- Evaluate the bids and the qualifications of the apparent low bidder, prepare the bid tabulation, and advise the City as to the acceptability of the apparent low bidder.
- Prepare a letter of recommendation of award to the City and attend a City Council Meeting to award the construction project.

III. CONSTRUCTION PHASE SERVICES

HDR will enter into this phase after the City accepts the bids and awards the contract to a contractor. Construction Phase Services shall include the following:

- Act as the City's Project Representative during the construction phase.
- Conduct a pre-construction conference for the Project, including preparing the agenda and issuing the meeting minutes.
- Review and respond to Contractor Submittals and Requests For Information (RFIs) as required by the Contract Specifications.
- Prepare change orders necessitated by field conditions for review and approval by the City prior to issuing to the Contractor.
- Review the Contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at various stages of construction to observe the progress and quality of the 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 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 completion inspection, prepare a punch list, and submit project close-out documents to the City, including a recommendation for Final Payment on the Project.
- Prepare Record Drawings utilizing the as-built drawings provided by the Contractor. One (1) electronic copy of the Record Drawings, scanned in PDF format, will be provided to the City.

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 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.
- Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the construction contract time, (4) acceleration of the progress schedule involving services beyond normal working hours and (5) default of Contractor.
- 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

Design Phase Services

| | |
|------------------------------------------|------------------|
| <u>Basic Design Services (Lump Sum):</u> | \$ 90,000 |
| Total Design Fee: | \$ 90,000 |

Special Design Phase Services

| | |
|---------------------------------------------------|------------------|
| Survey Services (Cost Plus 10%): | \$ 4,450 |
| Geotechnical Services (Cost Plus 10%): | \$ 13,545 |
| Tree Protection Plan (Cost Plus 10%): | \$ 2,515 |
| Traffic Control Plan (Lump Sum): | \$ 6,000 |
| Storm Water Pollution Prevention Plan (Lump Sum): | \$ 2,900 |
| TxDOT Coordination* (Hourly): | \$ 9,600 |
| Total Design Fee: | \$ 39,010 |

| | |
|---------------------------------------|-----------------|
| Bid Phase Services (Lump Sum): | \$ 9,500 |
|---------------------------------------|-----------------|

| | |
|------------------------------------------------|------------------|
| Construction Phase Services (Lump Sum): | \$ 40,000 |
|------------------------------------------------|------------------|

| | |
|-------------------|-------------------|
| TOTAL FEE: | \$ 178,510 |
|-------------------|-------------------|

**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 been under-run, from special services line items, or by contract amendment.*

SCHEDULE

It is estimated that the schedule to complete the design phase is approximately five (5) months from the date of authorization to proceed. The bid phase will be one (1) month, execution of the contract documents will be one (1) month, and construction will take approximately five (5) months.

TERMS AND CONDITIONS

This project will be performed under the current on-going services contract with the City of Angleton executed on November 28, 2012, and its terms and conditions will apply.

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. Subconsultant cost will be invoiced at cost plus 10%. 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. Mileage will be charged at the prevailing IRS rate.

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

Sincerely,

HDR ENGINEERING, INC.



Scott A. Marr
Vice President

Approved:

Authorized signature on behalf of the City of Angleton: _____

Printed Name: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY FORM

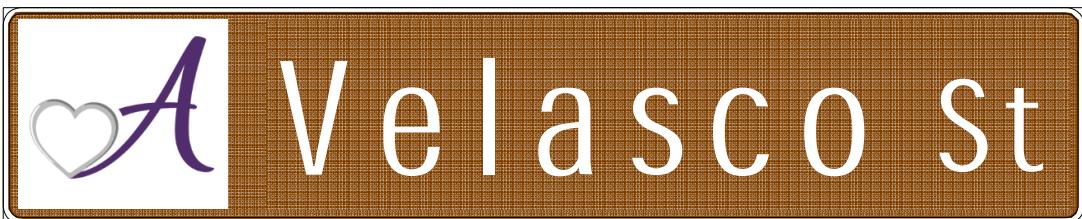
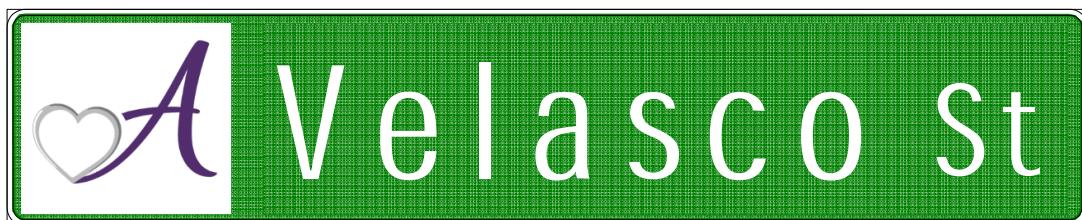
| | |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | February 10, 2026 |
| PREPARED BY: | Hector Renteria |
| AGENDA CONTENT: | Discussion and possible action on TxDOT's 288B Downtown Improvements and the possible approval to go to bid for the City's 288B Utility Improvements. |
| AGENDA ITEM SECTION: | Regular Agenda |
| BUDGETED AMOUNT: | FUNDS REQUESTED: |
| FUND: | |

EXECUTIVE SUMMARY:

The City of Angleton was selected for a five million Dollar grant for improvements to the 288B Downtown area. TxDOT has hired Pape-Dawson to provide engineering services for the 288B Downtown Improvements. HDR has received the 60% plans and met with TxDOT to discuss directions given to staff by Council. HDR will discuss conversation with TxDOT regarding the Downtown Improvements and street signs.

RECOMMENDATION:

Discussion from City council on how the City would like to proceed with the Downtown Improvements and the if they would like to proceed to bid on the 288B Utility Improvements.





AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/10/2026

PREPARED BY: Jason O'Mara, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action regarding construction bids received for Bid No. 2026-04 Freedom Park Field.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$1,250,000

FUNDS REQUESTED: N/A

FUND: 040-506-625.20

EXECUTIVE SUMMARY:

The City of Angleton closed construction bidding for Bid No. 2026-04 Freedom Park Field on February 4, 2026, at 2:00 PM. Bids received were reviewed by Parks & Recreation staff in coordination with the City's design consultant, Burditt Land | Place.

Bids Received:

- Hellas Construction Inc.
 - Base Bid: \$1,824,389.00
 - Ad Alternates: \$373,271.25
- Frost Construction Company
 - Base Bid: \$976,293.00
 - Ad Alternates: \$410,654.00

As part of the evaluation process, bids were reviewed for completeness, responsiveness, pricing, references, and overall qualifications. References were checked and bids were scored in accordance with the evaluation framework outlined in the bidding documents. Burditt Land | Place provided its evaluation findings and recommendation to staff following completion of their review.

The Freedom Park Field project is funded through a combination of Angleton Better Living Corporation (ABLC) Bond funding and the City's General Fund, with a total project budget of \$1,250,000. Current budget allocations include:

- \$99,000 – Design, construction documents, bidding, and construction administration (Burditt Land | Place)
- \$14,614 – Topographic Survey (Baker & Lawson)
- \$13,350 – Geotechnical Services (Terracon)

After accounting for these costs, the estimated remaining budget available for construction is \$1,123,036.

A detailed summary of bid pricing, evaluation scoring, and Burditt recommendations will be provided to City Council as part of this agenda item.

RECOMMENDATION:

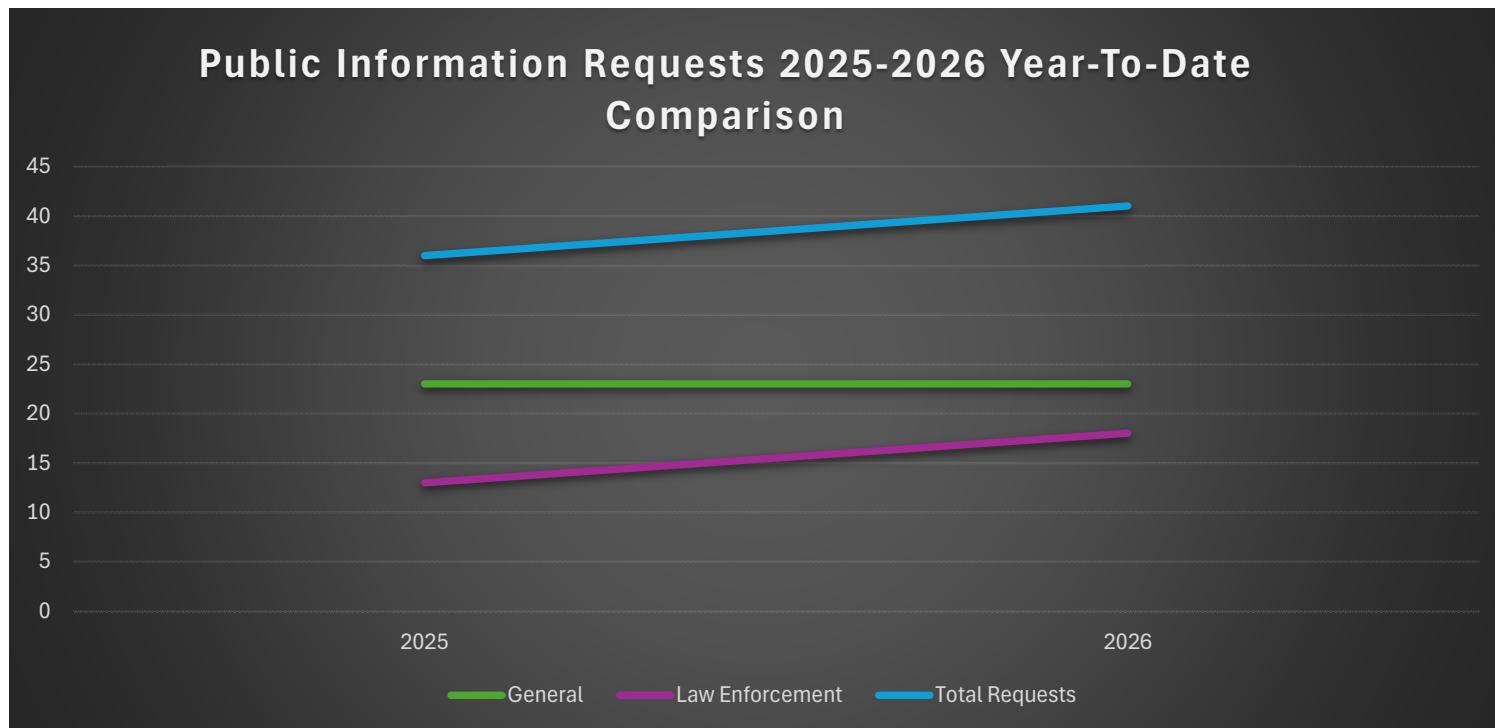
Staff recommend City Council review and consider bids received for Bid No. 2026-04 Freedom Park Field and take appropriate action.

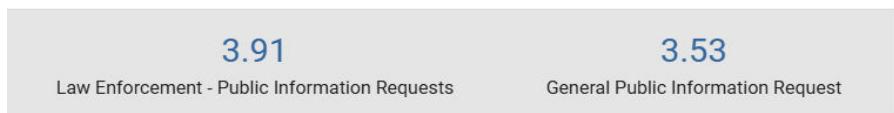
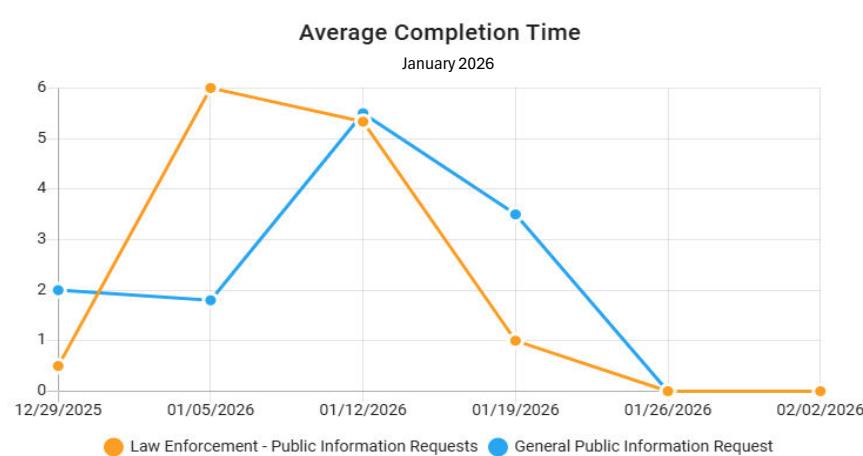
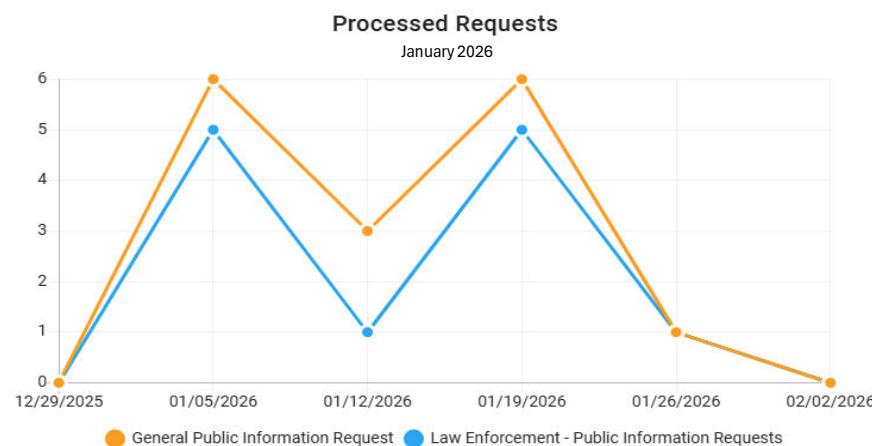
CITY SECRETARY'S OFFICE

CITY OF ANGLETON, TEXAS
OFFICE OF THE CITY SECRETARY
JANUARY 2026 REPORT

| ACTIVITY | DESCRIPTION | MONTHLY TOTAL | YEAR-TO-DATE TOTAL |
|------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------|
| City Council Agendas | City Council meetings, workshop agendas, & Notice of Quorum prepared & posted in accordance with Local Government Code. | 2 | 2 |
| Executive Sessions | Executive Sessions posted | 2 | 2 |
| Council Minutes | Minutes approved | 0 | 0 |
| Ordinances | Ordinances written, processed, &/or published | 5 | 5 |
| Resolutions | Resolutions written & processed | 2 | 2 |
| Contracts & Agreements | Contracts & Agreements approved & executed | 5 | 5 |
| Deeds / Easements | Plats / Deeds / Easements, executed & recorded | 1 | 1 |
| Laserfiche Imaging | Scanned pages City-wide documents | 1,700 | 1,700 |

OTHER:





COMMUNICATIONS & MARKETING



PROJECTS

1. King Municipal Operations Center (KMOC)

KMOC PROJECT UPDATE 1/5/2025

UPDATES (REFER TO LOOKAHEAD):

1. Seaming roof panels
2. Wall panels are nearing completion
3. Site grading in progress
4. Hauled off excess spoils
5. Field measure storefront and begin fabrication
6. Exterior steel door frames installed. Preparing to hang doors
7. Preparing to frame NW corner
8. Masonry scheduled for January
9. Overhead doors installed
10. Framing interior walls
11. In-wall and above ceiling MEP rough-in ongoing
12. Temporary power in progress
13. Fire sprinkler nearly complete
14. Site underground electrical in progress
15. Preparing for site concrete formwork

ISSUES:

1. No major issues on site

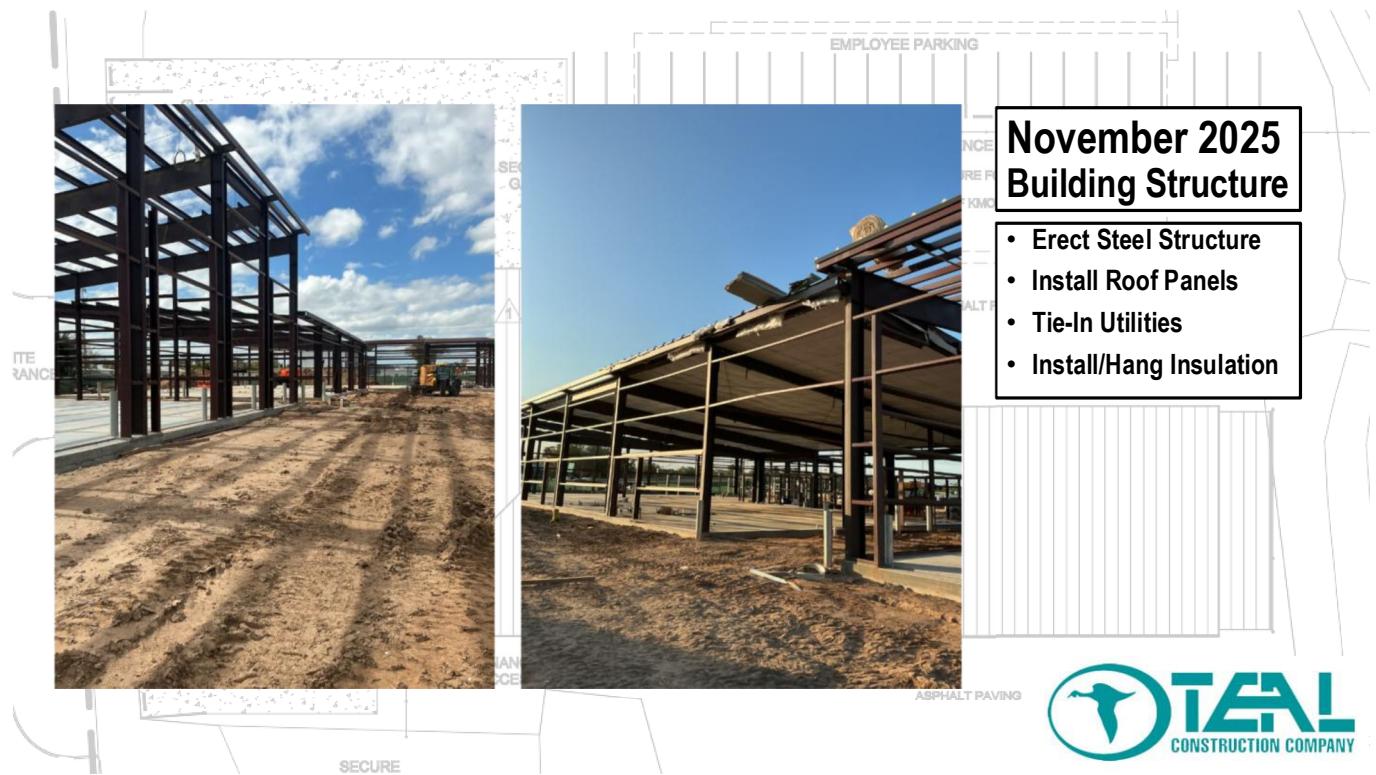
Memorial/Graphics

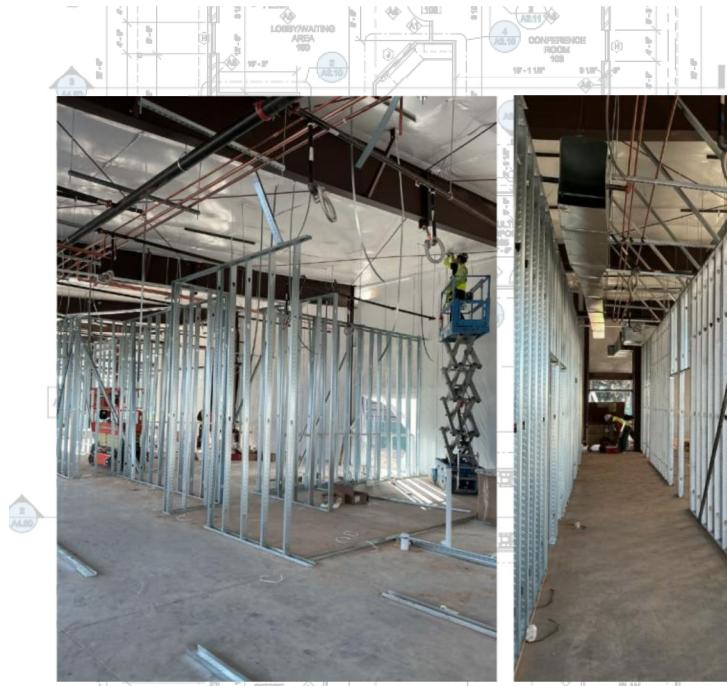
I met with graphic team that did Heartland and Heritage School. Proposal has been submitted and is under budget. We have begun work on design and will be reaching out to engage the King family.

Tours

Scheduling tour for SALT and City Council

PROGRESS PICTURES






December 2025
Envelope and Interior

- Install Wall Panels and Insulation
- Waterproof Openings
- Frame Interior Walls
- MEP Rough-In
- Begin Overhead Door Installation



January 2026
Envelope and Interior

- Continue Exterior Panels/Trim
- Continue MEP Rough-In
- Continue Interior Framing
- Complete Overhead Door Installation
- Pour Sidewalks
- Grade and Stabilize Site





January 2026 Envelope and Interior

- Continue Exterior Panels/Trim
- Continue MEP Rough-In
- Continue Interior Framing
- Complete Overhead Door Installation
- Pour Sidewalks
- Grade and Stabilize Site



DEPARTMENTAL SUPPORT/COLLABORATION

- Working with Jason O'Mara on Sponsorship video, giving structure, and memorial for Abigail Arias Park. Arias family has approved the design concept.
- Assisted with recent CPAC Development Tour and working on Comprehensive Plan focus groups support – Youth and Chamber

SPECIAL EVENTS

Angleton Market Days - March 21/22

Full Show!

Freedom Fireworks

Saturday, June 27 at 9:20 PM at The Brazoria County Fairgrounds

Artisan Market – Labor Day Weekend 2026

We reached out to vendors who participated in the inaugural year of this event in December to offer them priority registration in this juried show. We received a great response and are sending payment links now. After we get them registered and fill Angleton Market Days, we will begin posting a call for vendor applications for the Artisan Market and begin the jury process. We anticipate adding a third building with the amount of interest we are getting.

Angleton Market Days - November 21/22 Save the Date

Heart of Christmas – Saturday, December 5 Save the Date!

ECONOMIC DEVELOPMENT ROUNDTABLE

I was pleased to host a regional Economic Development Roundtable in January at The Cannon. I invited TXDOT and NaviRetail who presented to the group. It was a great opportunity for networking and learning.

NEW INITIATIVES

- **Industry Partnerships/Business Retention** - I have reached out to 3M and Rangen to set up a meeting.
- **Shop and Dine Local Campaign** – We have the structure of the campaign established and will roll out in conjunction with a May Concert downtown!

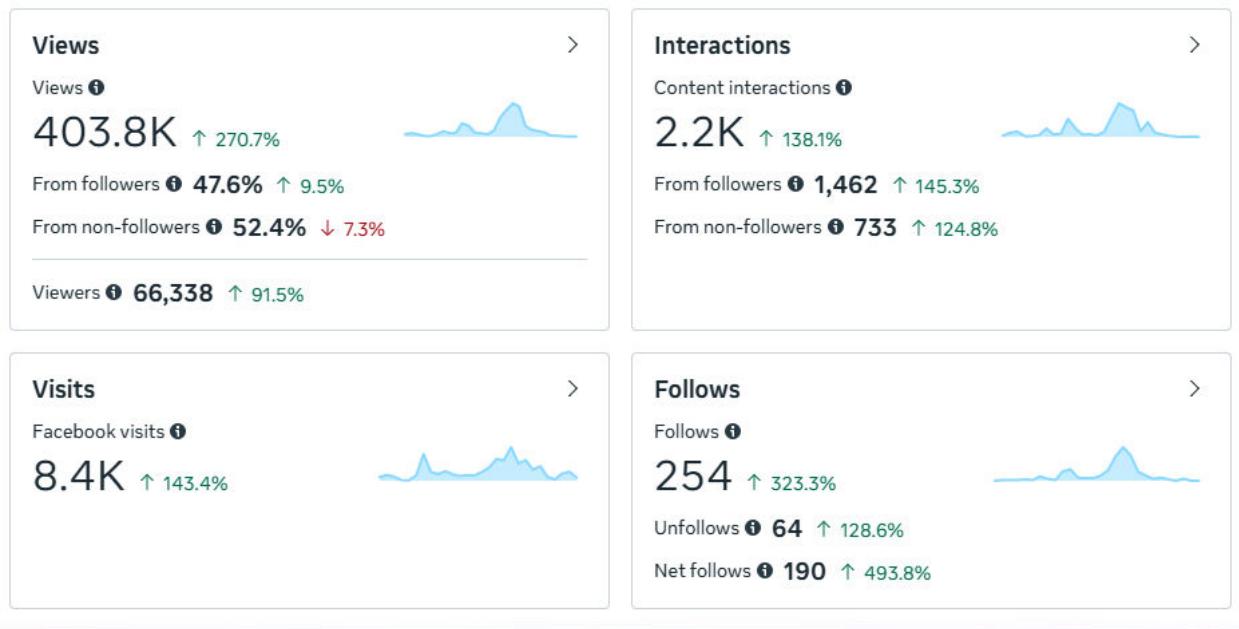
COMMUNICATIONS

Facebook Insights Last 28 Days

Performance

January 7, 2026 - February 3, 2026

Customize view: Business ▾



Benchmarking

Business comparison

Businesses to watch

Compare your performance against businesses in the Entities category

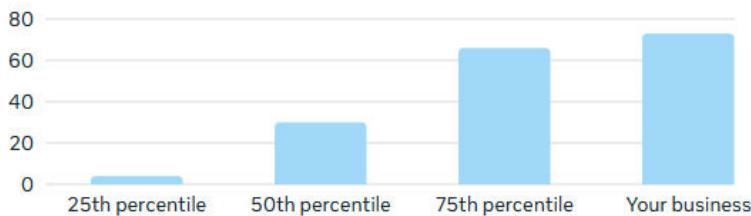
Results are based on businesses with similar organic 28-day reach in your category. [Edit category](#)

Published content

73

Higher than others

How often your business published versus others in this category



Over the last 28 days, you typically published more posts and stories compared to other businesses in this category. Keep up the great work by scheduling content in advance.

[Create post](#)

Facebook followers

13,610

Similar to others

Typically: 10,247

Follows

254

Similar to others

Typically: 179

Content interactions

2,195

Similar to others

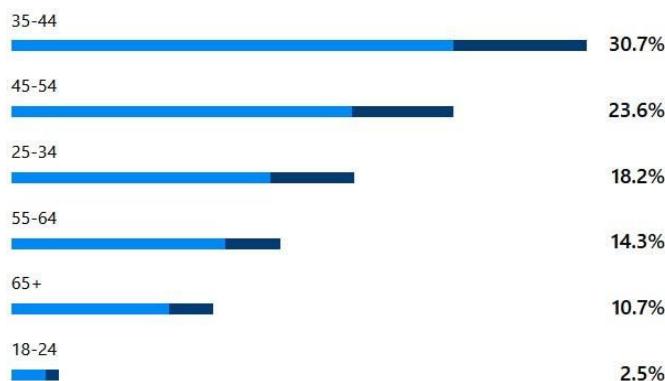
Typically: 3,626

AUDIENCE

Age & gender i

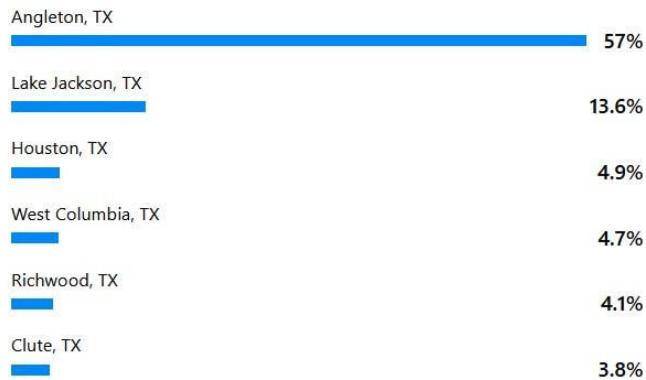
Lifetime

● Women ● Men ● Unknown



Cities i

Lifetime



Respectfully submitted,

Martha Eighme, PCED, CPC, CTE

Director of Communications and Marketing

DEVELOPMENT SERVICES

Development Services Report

February 4, 2026

PRIORITY PROJECTS

1. Comprehensive Master Plan Update:

| PHASE 1 COMPREHENSIVE PLAN UPDATE | |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MONTHS 1-8 | Status |
| MOBILIZATION | |
| Work session with the City Council, Planning and Zoning Commission, & others | <ul style="list-style-type: none"> City Council Work Session - May 27, 2025 at 6 p.m. |
| Formation of Advisory Committee (Comprehensive Plan Advisory Committee - CPAC) | <ul style="list-style-type: none"> Approved by the CC on May 27, 2025. Staff sent the list on June 6, 2025. |
| CPAC Advisory Committee meeting Update | <ul style="list-style-type: none"> July 17, 2025 Kick-off Session. Held on Sunday, August 31, 2025, 11AM – 3:30 PM <p>Community Engagement Booth at the Angleton Artisan Market, Brazoria County Fairgrounds</p> <p>Very good feedback was received from the public.</p> <p>Please Take the new Survey:</p> <p>https://www.surveymonkey.com/r/AngletonComprehensivePlanUpdate</p> |

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>CPAC Committee Meeting</p> <p>CPAC Engagement Opportunity</p> <p>Angleton Market Days (Engagement Activity)</p> <p>Heart of Christmas (Engagement Activity)</p> <p>CPAC Bus Tour Land Use Engagement Activity</p> | <ul style="list-style-type: none"> Wednesday, Oct. 15, 2025 City Leadership: 11/1/2025 Saturday, November 14, 2025 Saturday, December 6, 2025 Wednesday, January 14, 2026 |
| <p>CITY'S COMPREHENSIVE PLAN MAP EXERCISE</p>  <ul style="list-style-type: none"> Residential Uses Non-residential Uses Mobility Infrastructure Resiliency and Sustainability Facilities, Parks, and Open Spaces Character and Image | <p>COMP PLAN MAP TOOL:</p> <p>To give your input on specific area recommendations, please consider giving us your future ideas for Angleton by clicking the Mapping Exercise image. Once entered, you can track the mapping exercise progress entered to-date here: Link</p> <p>If you can access the links, please visit the Comprehensive Plan Website at our URL: https://www.angleton.tx.us/527/Comprehensive-Plan-2025-Update for updates and to access the links. Thank you.</p> |

MONTHLY REPORT TOPICS

Other development-related Issues:

Planning Commission/Council Upcoming Agenda Items:

PUBLIC HEARINGS AND ACTION ITEMS 2/10/2026

1. Conduct a public hearing, discussion, and take possible action on an Ordinance, approving an (SUP) Specific Use Permit, within the SF 6.3, Single Family District, allowing for an RV- Recreational Vehicle Temporary Housing for medical purposes, at 202 S. Walker St., Angleton, Texas.
2. Conduct a public hearing, discussion, and take possible action on an Ordinance, annexing land and approving a Utility Service Agreement, and assigning a Specific Use Permit (SUP) Overlay to an "MH" Zoning District, for property containing approximately 10.646 acres within the Angleton ETJ, into the City Limits, for the Angleton RV Park LLC Facility located at 789 and 799 Anchor Rd./CR 44, Brazoria County, Angleton, TX 77515.

REGULAR AGENDA ITEM:

1. Discussion and update of the Austin Colony Subdivision Development
2. Discussion and possible action on a request to approve a Natural Gas Pipeline extension by Marathon Pipe Line LLC, to run West to East transecting Coal Road., State Highway 288B, Shanks Road, Downing, and Farm-to-market (FM) 523, originating from Sweeny to Texas City, Texas.

CERTIFICATE OF OCCUPANCY REPORT:

The Certificate of Occupancy- Residential Report is attached.

| Month | 2026 Residential Total C.O.'s |
|---------------------|--------------------------------------|
| January | 19 |
| February | |
| March | |
| April | |
| May | |
| June | |
| July | |
| August | |
| September | |
| October | |
| November | |
| December | |
| Yearly Total | 19 |

HOT BUTTON UPDATES:

- 1. Gambit Discussion and Update to return March 24, 2026**
 - *Staff and Legal will follow up with updates of SUP status.*
 - *Sound Engineering Consultant cost-estimates for monitoring/instruments (locations)/ (permanent decibel monitoring) forthcoming by Staff.*
 - *Up-to-date Taxes Report Payments to the City of Angleton (Finance and Development Services will follow up with totals).*
 - *PowerPlus/Gambit is to return with the Plan of Action (March 24, 2026).*
- 2. Hookah Bars/Lounges: Text Amendment Pending. Staff is working with Legal**
- 3. Game Rooms: Text Amendment Pending. Staff is working with Legal**

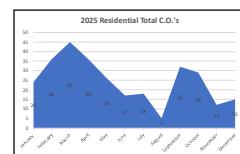
City of Angleton
Single Family Homes Completion Totals
Reported as of 2/02/2026

Item 20.

| Month | 2026 Residential Total C.O.'s |
|---------------------|-------------------------------|
| January | 10 |
| February | 10 |
| March | 10 |
| April | 10 |
| May | 10 |
| June | 10 |
| July | 10 |
| August | 10 |
| September | 10 |
| October | 10 |
| November | 10 |
| December | 10 |
| Yearly Total | 19 |



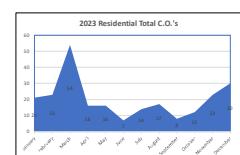
| Month | 2025 Residential Total C.O.'s |
|---------------------|-------------------------------|
| January | 24 |
| February | 35 |
| March | 45 |
| April | 36 |
| May | 26 |
| June | 17 |
| July | 18 |
| August | 11 |
| September | 32 |
| October | 23 |
| November | 13 |
| December | 15 |
| Yearly Total | 295 |



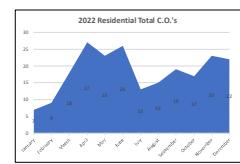
| Month | 2024 Residential Total C.O.'s |
|---------------------|-------------------------------|
| January | 21 |
| February | 10 |
| March | 20 |
| April | 22 |
| May | 23 |
| June | 10 |
| July | 18 |
| August | 13 |
| September | 24 |
| October | 28 |
| November | 34 |
| December | 15 |
| Yearly Total | 255 |



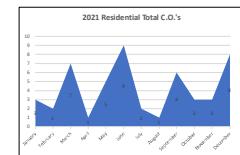
| Month | 2023 Residential Total C.O.'s |
|---------------------|-------------------------------|
| January | 21 |
| February | 21 |
| March | 54 |
| April | 13 |
| May | 16 |
| June | 7 |
| July | 14 |
| August | 13 |
| September | 6 |
| October | 12 |
| November | 23 |
| December | 37 |
| Yearly Total | 241 |



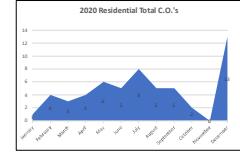
| Month | 2022 Residential Total C.O.'s |
|---------------------|-------------------------------|
| January | 7 |
| February | 9 |
| March | 18 |
| April | 27 |
| May | 23 |
| June | 20 |
| July | 13 |
| August | 15 |
| September | 19 |
| October | 17 |
| November | 23 |
| December | 21 |
| Yearly Total | 218 |



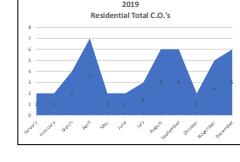
| Month | 2021 Residential Total C.O.'s |
|---------------------|-------------------------------|
| January | 3 |
| February | 2 |
| March | 4 |
| April | 1 |
| May | 5 |
| June | 9 |
| July | 1 |
| August | 1 |
| September | 0 |
| October | 3 |
| November | 3 |
| December | 8 |
| Yearly Total | 50 |



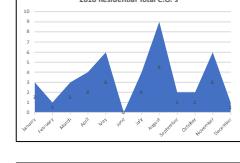
| Month | 2020 Residential Total C.O.'s |
|---------------------|-------------------------------|
| January | 1 |
| February | 4 |
| March | 4 |
| April | 4 |
| May | 0 |
| June | 0 |
| July | 0 |
| August | 5 |
| September | 0 |
| October | 0 |
| November | 0 |
| December | 13 |
| Yearly Total | 56 |



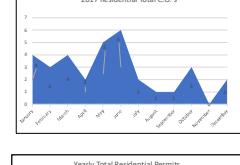
| Month | 2019 Residential Total C.O.'s |
|---------------------|-------------------------------|
| January | 2 |
| February | 2 |
| March | 4 |
| April | 7 |
| May | 2 |
| June | 0 |
| July | 4 |
| August | 0 |
| September | 0 |
| October | 0 |
| November | 0 |
| December | 0 |
| Yearly Total | 47 |



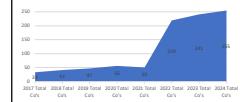
| Month | 2018 Residential Total C.O.'s |
|---------------------|-------------------------------|
| January | 3 |
| February | 3 |
| March | 3 |
| April | 4 |
| May | 0 |
| June | 0 |
| July | 4 |
| August | 0 |
| September | 2 |
| October | 2 |
| November | 0 |
| December | 1 |
| Yearly Total | 41 |



| Month | 2017 Residential Total C.O.'s |
|---------------------|-------------------------------|
| January | 4 |
| February | 3 |
| March | 4 |
| April | 2 |
| May | 9 |
| June | 0 |
| July | 2 |
| August | 1 |
| September | 0 |
| October | 3 |
| November | 0 |
| December | 2 |
| Yearly Total | 33 |



| Year | Yearly Total Residential Permits |
|----------------------------|----------------------------------|
| 2017 Total C.O.'s | 30 |
| 2018 Total C.O.'s | 41 |
| 2019 Total C.O.'s | 47 |
| 2020 Total C.O.'s | 50 |
| 2021 Total C.O.'s | 56 |
| 2022 Total C.O.'s | 211 |
| 2023 Total C.O.'s | 241 |
| 2024 Total C.O.'s | 255 |
| Yearly Total C.O.'s | 942 |



CITY OF ANGLETON CODE ENFORCEMENT REPORT - JANUARY, 2026

| Location | Certified Notice Sent | Issue Type | Municipal Court Update | Abated and Lien Issued or Released? | Staff | Notes/Description | Status |
|-----------------------------------------------|-----------------------|------------------------------------------|------------------------|--------------------------------------------------------------|---------------|-------------------|-----------|
| 701 Danbury | | Junk Vehicle | | | Paul McKeever | | Closed |
| 1180 Thomas | | Junk Vehicle | | | Paul McKeever | | Closed |
| 310 N. Rock Island | | High Grass | | | Paul McKeever | | Closed |
| 409 N Pecan | | High Grass | | | Paul McKeever | | Closed |
| 223 S Walker | | High Grass | | | Paul McKeever | | Closed |
| 300 Bryan Way | | High Grass | | | Paul McKeever | | Closed |
| 616 E Plum | | High Grass | | | Paul McKeever | | Closed |
| 3301 E Mulberry | | High Grass | | | Paul McKeever | | Closed |
| 1317 Molina | | High Grass | | Lien | Paul McKeever | | Closed |
| 5 Piney Way | | High Grass | | | Paul McKeever | | Closed |
| 628 Catalpa | | High Grass | | Lien | Paul McKeever | | Closed |
| 504 Farrer | | High Grass | | Liens | Paul McKeever | | Closed |
| Western Ave. @SH35/Shady Acres Prop ID 246699 | | High Grass | | Liens | Paul McKeever | | Closed |
| 1024 Robinhood | | High Grass | | 7 liens | Paul McKeever | | Closed |
| 1220 E Mulberry | | High Grass | | 9 liens | Paul McKeever | | Closed |
| 817 N Morgan | | High Grass | | | Billy Gipson | | Closed |
| 1105 E Miller | | High Grass | | | Billy Gipson | | Closed |
| 508 Hurst | Yes | Demo/without permit/left debris in ditch | Yes Pending | Lien paid | Paul McKeever | | Closed |
| 721 W. Mulberry St. | Demo 7/2025 | | | Closed | Paul McKeever | | Completed |
| 710 W. Mulberry | Yes | Prop Maintenance Pending Demo | | | Paul McKeever | | Completed |
| 1022 N. Chenango | | High Grass | | Yes/ 2 Liens/ 6/27/2023 10/08/2025 (\$403.24 pending Payoff) | Paul McKeever | | Completed |
| 321 Sagebrush | Yes, 9/18/2025 | Trash/Debris/Driveway | | | Billy Gipson | | Completed |
| 310 N Rock Island | | High Grass | | | Paul McKeever | | Completed |
| 3301 E Mulberry | | High Grass | | | Paul McKeever | | Completed |
| 1317 Molina | | High Grass | | yes/ 10/27/2025 | Paul McKeever | | Completed |
| 5 Piney Way | | High Grass | | | Paul McKeever | | Completed |
| 961 S Walker | | High Grass | | Lien | Paul McKeever | | Completed |
| Velasco Shell | Health Inspection | | | | Billy Gipson | 100 | Completed |
| Angleton ACE | Health Inspection | | | | Billy Gipson | 100 | Completed |
| AISD-Central | Health Inspection | | | | Billy Gipson | 100 | Completed |
| AISD-Frontier Elementary | Health Inspection | | | | Billy Gipson | 100 | Completed |
| AISD-High School | Health Inspection | | | | Billy Gipson | 100 | Completed |
| AISD-Junior High | Health Inspection | | | | Billy Gipson | 100 | Completed |
| AISD-Northside | Health Inspection | | | | Billy Gipson | 100 | Completed |
| AISD-Rancho Isabella | Health Inspection | | | | Billy Gipson | 100 | Completed |
| Wendy's | Health Inspection | | | | Billy Gipson | 100 | Completed |
| AISD-Soutside | Health Inspection | | | | Billy Gipson | 100 | Completed |
| AISD-Westside | Health Inspection | | | | Billy Gipson | 100 | Completed |
| AISD-CTE | Health Inspection | | | | Billy Gipson | 100 | Completed |
| Angleton School Pantry | Health Inspection | | | | Billy Gipson | 100 | Completed |
| Ten Pin Entertainment | Health Inspection | | | | Billy Gipson | 100 | Completed |
| Chopstix | Health Inspection | | | | Billy Gipson | 100 | Completed |
| Arby's | Health Inspection | | | | Billy Gipson | 100 | Completed |
| Angleton Seafood | Health Inspection | | | | Billy Gipson | 100 | Completed |
| Buckee's | Health Inspection | | | | Billy Gipson | 100 | Completed |
| Angleton Chevron | Health Inspection | | | | Billy Gipson | 100 | Completed |
| Holy Comforter Episcopal | Health Inspection | | | | Billy Gipson | 100 | Completed |
| E Z Gas | Health Inspection | | | | Billy Gipson | 100 | Completed |

CITY OF ANGLETON CODE ENFORCEMENT REPORT - JANUARY, 2026

| Location | Certified Notice Sent | Issue Type | Municipal Court Update | Abated and Lien Issued or Released? | Staff | Notes/Description | Status |
|----------------------------------|-----------------------|-------------------------|------------------------|-------------------------------------|--------------|-------------------|---------------|
| Paradise City | | Health Inspection | | | Billy Gipson | | 100 Completed |
| UTMB Angleton Cafe | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Daily Donuts | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Kenji's Bar B Q | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Snow Fox Sushi | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Popeyes Chicken | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Buckee's Mulberry | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Wild West Bar B Q | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Pump & Munch | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Chili's | | Health Inspection | | | Billy Gipson | | 98 Completed |
| Pump N' Munch | | Health Inspection | | | Billy Gipson | | 97 Completed |
| La' Casona | | Health Inspection | | | Billy Gipson | | 94 Completed |
| A.I.S.D. School Market | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Tiny Treasures | | Health Inspection | | | Billy Gipson | | 96 Completed |
| Angleton Exress | | Health Inspection | | | Billy Gipson | | 97 Completed |
| Arby's | | Health Inspection | | | Billy Gipson | | 98 Completed |
| Rock's Donuts | | Health Inspection | | | Billy Gipson | | 94 Completed |
| Signs | | Council Members Request | | | Billy Gipson | | Completed |
| Paradise City | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Best Value Inn | | Health Inspection | | | Billy Gipson | | 100 Completed |
| 717 W Ash | Yes | High Grass | | | Billy Gipson | | Completed |
| Best Wersern Inn | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Picket Fence | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Pizza Hut | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Po Boys Seafood | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Puerto Vallarta | | Health Inspection | | | Billy Gipson | | 98 Completed |
| Popeyes | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Save a Step | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Shipleys Donuts | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Smith's Grocery | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Sno Crush | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Snow Crush and More | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Snow Fox Sushi | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Sonic Drive Inn | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Spec's | | Health Inspection | | | Billy Gipson | | 100 Completed |
| St. Thomas CommunityFood Pantryu | | Health Inspection | | | Billy Gipson | | 100 Completed |
| StarBucks Coffee | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Subway #53549 | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Subway #56747 | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Taco Bell | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Taqueria EL Jimador | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Tiny Treasures | | Health Inspection | | | Billy Gipson | | 98 Completed |
| Umi Sushi | | Health Inspection | | | Billy Gipson | | 100 Completed |
| UTMB | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Velasco Shell | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Wakey Wakey's | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Walgreen's | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Walmart #527 | | Health Inspection | | | Billy Gipson | | 97 Completed |
| Walmart Deli | | Health Inspection | | | Billy Gipson | | 97 Completed |
| Wal Mart Meat Dept | | Health Inspection | | | Billy Gipson | | 97 Completed |
| Whataburger #419 | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Whire's Cottage | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Wendy's | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Wildwest Bar B Q | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Wing Stop | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Brunch to Dough | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Dynasty Cusine | | Health Inspection | | | Billy Gipson | | 100 Completed |
| Nena's Taqueria | | Health Inspection | | | Billy Gipson | | 98 Completed |
| Smithhart's Gril | | Health Inspection | | | Billy Gipson | | 100 Completed |
| McDonald's | | Health Inspection | | | Billy Gipson | | 100 Completed |

CITY OF ANGLETON CODE ENFORCEMENT REPORT - JANUARY, 2026

| Location | Certified Notice Sent | Issue Type | Municipal Court Update | Abated and Lien Issued or Released? | Staff | Notes/Description | Status |
|----------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------------------------------------------------------------------------|---------------|------------------------------------|-------------------------|
| Cypress Woods Care Center | | Health Inspection | | | Billy Gipson | | 100 |
| 711 E. Kiber | Yes. | High Grass | | | Billy Gipson | | c |
| 2825 S. Velasco | N/A | Dumping Heavy Trash | N/A | N/A | Paul McKeever | 7/7/2025 IQWorks Complaint | Completed |
| 612 Cannan | Yes | Water Leak and High Grass | | | Paul McKeever | | Completed |
| 1224 E Mulberry | Yes | High Grass | | | Paul McKeever | | Completed |
| 3301 E Mulberry | Yes | High Grass | | | Paul McKeever | | Completed |
| 113 W Myrtle (Brunch to Dough) | | Health Inspection | | | Paul McKeever | | Completed |
| 700 E Henderson (Greenhouse Learning Center) | | Health Inspection | | | Paul McKeever | | Completed |
| 976 Anchor Rd (Angleton Christian School) | | Health Inspection | | | Paul McKeever | | Completed |
| 9 Bandit Signs (11/5/2025) | | Bandit Signs | | | Paul McKeever | | Completed |
| 12 Bandit Signs (1/6/2025) | | Bandit Signs | | | Paul McKeever | | Completed |
| 1 Bandit Sign (11/12/2025) | | Bandit Sign | | | Paul McKeever | | Completed |
| 9 Bandit Signs (11/14/2025) | | Bandit Signs | | | Paul McKeever | | Completed |
| 3 Bandit Signs (11/17/2025) | | Bandit Signs | | | Paul McKeever | | Completed |
| 616 E Plum | | High Grass | | | Paul McKeever | | Corrected |
| 2024 E Mulberry | Yes | High Grass/Sign | | | Paul McKeever | | Corrected |
| 2024 E Mulberry | Yes | High Grass | | | Paul McKeever | | Corrected |
| 312 Northbrook | Yes | Outside Storage | | | Paul McKeever | | Corrected |
| 1328 Sagebrush | Yes | Junk Vehicle | | | Paul McKeever | | Corrected |
| 216 La Laja | Yes | Junk Vehicle | | | Paul McKeever | | Corrected |
| 103 Meadowview | Yes | Junk Vehicle | | | Paul McKeever | | Corrected |
| 208 Bastrop | Yes | Junk Vehicle | | | Paul McKeever | | Corrected |
| North Parrish Property ID 182041 | Yes | High Grass | | | Paul McKeever | | Corrected |
| 312 Swift | Yes | High Grass | | | Paul McKeever | | Corrected |
| 501 TJ Wright | Yes | Junk Vehicle | | | Paul McKeever | | Corrected |
| 1401EE Mulberry | | Feather Flags | | | Paul McKeever | | Corrected |
| 621 W Mulberry | | Feather Flags | | | Paul McKeever | | Corrected |
| 1233 Chevy Chase | Yes | Junk Vehicle | | | Paul McKeever | | Corrected |
| 45 S Texian | | Parking | | | Paul McKeever | | Corrected |
| 940 Buctha Rd. | Yes; warning letter 5/29/2024 | High Grass | | Yes 4 Liens/ 8/29/2024; 12/12/2024; 2/13/2025; 4/11/2025 (Pending \$2,743.65 payoff) | Paul McKeever | | Force Mowed 2 Times/ |
| 1516 Gifford | | Trash in Yard; High Weeds; Pool Fence missing panels; Roosters in City; People living in an accessory building. Potential unsafe structure; Fallen tree on fence. | | | Paul McKeever | Neighbor Complaint: Source I-Works | Ongoing since 3/11/2024 |
| 28 Texian Trail | | Parking | | | Paul McKeever | | Corrected |
| 420 S. Erskine | | Illegal Water and Sewer | | | Billy Gipson | | Corrected |
| 212 Bastrop | Yes | Junk Vehicle | | | Paul McKeever | | Corrected |
| 1313 Sagebrush | Yes | Junk Vehicle | | | Paul McKeever | | Open/Processing |
| 1200 Molina | Yes | Junk Vehicle | Citation Issued | | Paul McKeever | | Open/Processing |
| 1220 Molina | Yes | Junk Vehicle | Citation Issued | | Paul McKeever | | Corrected |
| 1309 Northbrook | Yes | Junk Vehicle | Citation Issued | | Paul McKeever | | Open/Processing |
| 108 Bastrop | Yes | Junk Vehicle | Citation Issued | | Paul McKeever | | Corrected |
| 320 N Columbia | Yes | Substandard Structure/High Grass/Junk Vehicle | | Lien Filed | Paul McKeever | Grass Abated | Corrected |
| 220 Austin | Yes | Substandard Structure | | | Paul McKeever | | Corrected |
| 1119 E. Pecan | | Fence Down | | | Billy Gipson | | Open Processing |
| 2610 N. Velasco (RoadHouse) | Yes. Since 2023 | Pending Building Code Violations/Lack of Permit | Yes Pending | | Paul McKeever | | Open Processing |
| 1036 Anderson | 1/30/2025 | Prop. Maintenance/Pending Demo | | | Paul McKeever | | Corrected |
| 320 W. Peach | Yes; since 2022 | Prop Maintenance Pending Demo | Citation Issued | | Paul McKeever | | Open/processing |
| 811 W. Miller | Yes | Prop Maintenance Pending Demo | | | Billy Gipson | | Corrected |
| Velasco Square Apts. | Yes | Prop Maintenance Pending Demo | Citation Issued | | Paul McKeever | | Open/processing |
| 840 E. Mulberry | Yes | Prop Maintenance Pending Demo | Pending Legal/Council Action | | Paul McKeever | | Open/processing |
| 2001 S. Velasco | Yes May 19, 2025 | | Pending Court Case | | Paul McKeever | | Open/processing |
| 409 N Pecan | | High Grass | | | Paul McKeever | | Corrected |
| 300 Bryan Way | | High Grass | | | Paul McKeever | | Corrected |
| 328 N Ranch House | | High Grass | Pending Court Case | Yes/ 2 Liens/ 8/28/2025 & 10/27/2025 | Paul McKeever | | Completed |
| 117 Bastrop | | Junk Vehicle | Warrant Pending | | Paul McKeever | | Open/processing |
| 601 Kyle | Yes | Substandard Structure (Garage) | | | Paul McKeever | | Open/Processing |
| 1 Dallas Ct No 1 | Yes | Junk Vehicle | | | Paul McKeever | | Corrected |

CITY OF ANGLETON CODE ENFORCEMENT REPORT - JANUARY, 2026

| Location | Certified Notice Sent | Issue Type | Municipal Court Update | Abated and Lien Issued or Released? | Staff | Notes/Description | Status |
|----------------------------------------|-----------------------|-------------------------------------------|------------------------|-------------------------------------|---------------|-----------------------------|-----------------|
| 325 La Jaja | Yes | Outside Storage/High Grass/Exterior Walls | | | Paul McKeever | Storage and Grass corrected | Open/Processing |
| 117 TJ Wright | Yes | Outside Storage | | | Paul McKeever | Corrected | |
| 505 N Velasco | Yes | Junk Vehicle (several) | Citation Issued | | Paul McKeever | Corrected | |
| 1240-1242 E Mulberry | Yes | Substandard Structure | | | Paul McKeever | Corrected | |
| 921 N Belle | Yes | Fence | | | Paul McKeever | | Open/Processing |
| Property ID 230204 | Yes | Grass/Weeds | | Lien Filed | Paul McKeever | corrected | |
| 1108 Rosewood | Yes | Fence | | | Paul McKeever | Corrected | |
| 1012 S Belle | Yes | Fence | | | Paul McKeever | Corrected | |
| Property ID 230205 | Yes | Grass/Weeds | | Lien Filed | Paul McKeever | Corrected | |
| 11 Chuck Wagon | Yes | Junk Vehicle | | | Paul McKeever | Corrected | |
| 720 N Plantation | Yes | Junk Vehicle | Citation Issued | | Paul McKeever | | Open/Processing |
| 813 N Plantation | Yes | Junk Vehicle | Citation Issued | | Paul McKeever | | Open/Processing |
| 10 Wagon Lane Loop | Yes | Junk Vehicle | | | Paul McKeever | Corrected | |
| 50 Alexander | Yes | Junk Vehicle | Citation Issued | | Paul McKeever | | Open/Processing |
| 2609 19 S Front | | No Water Service | | | Paul McKeever | Corrected | |
| 54 Alexander | Yes | Junk Vehicle | Citation Issued | | Paul McKeever | | Open/Processing |
| 801 Noreda | Yes | Junk Vehicle | Citation Issued | | Paul McKeever | Corrected | |
| 811 D Buchta | Yes | Grass/Door/Rotting Wood | | | Paul McKeever | Open/Processing | |
| 508 Betty | Yes | No Water | | | Paul McKeever | Corrected | |
| 220 Austin | Yes | Substandard Structure | | | Paul McKeever | Corrected | |
| 1125 Kadera | Yes | Grass/Weeds | | | Paul McKeever | Open/Processing | |
| 208 Austin | | Substandard Structure | | | Paul McKeever | Open/Processing | |
| 721 Newman | Yes | No Water/Outside Storage | 2 citations | | Paul McKeever | Open/Processing | |
| 36 Texian Trail | | Parking | | | Paul McKeever | Corrected | |
| 30 Texian Trail | | Parking | | | Paul McKeever | Corrected | |
| 29 Texian Trail | | Parking | | | Paul McKeever | Corrected | |
| 27 Texian Trail | | Parking | | | Paul McKeever | Corrected | |
| 24 Texian Trail | | Parking | | | Paul McKeever | Corrected | |
| 25 Texian Trail | | Parking | | | Paul McKeever | Corrected | |
| 44 Texian Trail | | Parking/Junk Vehicle | | | Paul McKeever | Corrected | |
| 105 N Rock Island | Yes | Substandard Structure | Citation Issued | | Paul McKeever | | Open/Processing |
| 913 N. Velasco | | Roof Damage | | | Billy Gipson | Corrected | |
| 1220 E Mulberry | Yes | Substandard Structure | | | Paul McKeever | | Open/Processing |
| 132 E. Peach | Yes | Substandard Structure (Garage) | Citations Issued (2) | | Billy Gipson | Set for Court 12/11/2025 | Pending |
| 420 S. Erskine | Yes. | Mobile Home Used as Residence | Citation Issued | | Billy Gipson | Set for Court 12/11/2025 | Corrected |
| 812 Perry | Yes | No Fence around Pool | Citation Issued | | Billy Gipson | Warrant Pending | Pending |
| Rocks Donuts | No | Operating Without Permit | Citation Issued | | Billy Gipson | No Action at this Time | Corrected |
| November Health Inspections | | Annual | | | Billy Gipson | Corrected | |
| 704 E. Murray | Yes | High Grass | | | Billy Gipson | Corrected | |
| 701 W. Ash | Yes | High Grass | | | Billy Gipson | Corrected | |
| 1119 E. Pecan | yes | Fence Down | | | Billy Gipson | | Pending |
| 617 E Miller | | RV to Sewage | | | Billy Gipson | Works complaint | Corrected |
| 1712 Shanks | Yes | High Grass | | | Billy Gipson | Corrected | |
| 5 Piney Way | Yes | Junk Vehicle | Citation Issued | | Paul McKeever | | Open Processing |
| 841 S Morgan | Yes | Junk Vehicle | Citation Issued | | Paul McKeever | | Open/Processing |
| 814 W. Ash | yes | Fallen Tree | | | Billy Gipson | | Pending |
| 252 Bastrop | Yes | High Grass | | | Billy Gipson | | Pending |
| 943 Magnolia | Yes | High Grass | | | Billy Gipson | Complete | |
| 202 S Walker | | RV Parking | | | Paul McKeever | | Open/Processing |
| 9 Pineview | Yes | High Grass | | | Paul McKeever | Corrected | |
| 5 Bandit Signs (11/24/2025) | | Bandit Signs | | | Paul McKeever | Completed | |
| 12 Piney Way | Yes | High Grass | Filed | Lien Filed | Paul McKeever | Completed | |
| Foundation Inspections (4 - 12/1/2025) | | Foundation Inspections | | | Paul McKeever | Completed | |
| Shipeley's Donuts | | Health Inspection (100) | | | Paul McKeever | Completed | |
| Vintage Dough | | Health Inspection (100) | | | Paul McKeever | Completed | |
| Dirty South | | Health Inspection (97) | | | Paul McKeever | Completed | |
| Bandit Signs (12-12/8/2025) | | Bandit Signs | | | Paul McKeever | Completed | |
| 817 W. Live Oak | Yes | No Water | | | Paul McKeever | | Open/Processing |
| 2125 S Front | Yes | R/V Parking | | | Paul McKeever | Corrected | |
| 745 Ash | Yes | Grass | | | Paul McKeever | | Open/Processing |
| 724 Ash | Yes | Grass | | | Paul McKeever | Corrected | |
| American Legion | | Health Inspection (100) | | | Paul McKeever | Completed | |

CITY OF ANGLETON CODE ENFORCEMENT REPORT - JANUARY, 2026

| Location | Certified Notice Sent | Issue Type | Municipal Court Update | Abated and Lien Issued or Released? | Staff | Notes/Description | Status |
|----------------------------|-----------------------|----------------------------|------------------------|-------------------------------------|---------------|--------------------|------------------|
| Bandit Signs (3-12/9/2025) | | Bandit Signs | | | Paul McKeever | | Completed |
| 1904 E Mulberry | Yes | Trash | | | Paul McKeever | | Corrected |
| 1712 N Velasco | | Unsafe Electrical | | | Paul McKeever | | Corrected |
| 317 Bastrop | | Burning/Trash | | | Paul McKeever | | Corrected |
| 1230 E Mulberry | Yes | Trash/Fence | | | Paul McKeever | | Corrected |
| 305 Silver Saddle | Yes | Grass | | | Paul McKeever | | Corrected |
| 1036 Grove | Yes | No Water | | | Paul McKeever | | Open/Processing |
| Brazoria County Day Care | | Health Inspection (100) | | | Paul McKeever | | Completed |
| 312 Swift | Yes | Grass/Weeds | | | Paul McKeever | | Open/Processing |
| 309 W Plum | Yes | Grass/Weeds | | Lien Filed | Paul McKeever | | Completed |
| W Plum | Yes | | | Lien Filed | Paul McKeever | | Completed |
| Best Western | | Health Inspection (95) | | | Paul McKeever | | Completed |
| 1032 N Arcola | | No Water | | | Paul McKeever | | Corrected |
| Zains Shawarma | | Health Inspection (Mobile) | | | Paul McKeever | inspected 1/5/2026 | Completed |
| 600 E Mimosa | yes | no pool fence | | | Paul McKeever | | Open/Processing |
| 821 Higgins | Yes | Falling Tree | | | Billy Gipson | | Corrected |
| 825 Higgins | Yes | Falling Tree | | | Billy Gipson | | Corrected |
| 3011 E Mulberry | Yes | occupied R/V | | | Paul McKeever | | Corrected |
| 512 W Mimosa | Yes | Substandard Structure | | | Paul McKeever | | Open/Processing |
| 1217 Clover | Yes | Fence | | | Paul McKeever | | Open/Processing |
| 814 W Ash | Yes | Fence | | | Paul McKeever | | Open/Processing |
| 904 Wimberly | Yes | Trash | | | Paul McKeever | | Open/Processing |
| 717 Marshall | Yes | Grass/Weeds | | | Paul McKeever | | corrected |
| 1821 N Valderas | Yes | Grass/Weeds | | | Paul McKeever | | Open/Processing |
| Bridge Church | No | Health Inspection(98) | | | Billy Gipson | | 26-Jan Completed |
| Church's | No | Health Inspection(100) | | | Billy Gipson | | 26-Jan Completed |
| Bridge Academy | No | Health Inspection(99) | | | Billy Gipson | | 26-Jan Completed |
| Burger King | No | Health Inspection(98) | | | Billy Gipson | | 20-Jan Complete |
| 905 N Valderas | Yes | Dead Tree | | | Billy Gipson | | 25-Jan Removed |
| 603 W Orange | Yes | Substandard Structure | | | Paul McKeever | | Open/Processing |
| 609 W Orange | Yes | Substandard Structure | | | Paul McKeever | | Open/Processing |
| 616 Marshall | Yes | Substandard Structure | | | Paul McKeever | | Open/Processing |
| 709 W Miller | Yes | Substandard Structure | | | Billy Gipson | | Open/Processing |
| 825 Higgins | Yes | Fence Down | | | Billy Gipson | | Open/Processing |
| Property ID 161367 | Yes | High Grass | | | Billy Gipson | | Open/Processing |
| | | | | | | | |
| | | | | | | | |

Summary Notes

Building permits are up from 106 in #Error 2025 to 142 in January 2026.

Angleton
Angleton



121 S. Velasco Street
Angleton, TX 77515

YTD Residential Fees Collected \$37,389.70

YTD Commercial Fees Collected \$35,339.50

The largest commercial project for the month:

Permit #: 2025-2115

Street: 40089 SH 288

Value: \$6,202,800.00

Inspections made year to date are as follows:

| | |
|-------------------------------|------------|
| Electrical Inspections | 82 |
| Flat Work Inspections | 15 |
| Food Inspections | 6 |
| Gas Inspections | 35 |
| Mechanical Inspections | 45 |
| Miscellaneous Inspections | 113 |
| Plumbing Inspections | 96 |
| Total # of Inspections | 392 |

Major categories of permits issued y.t.d. as follows:

| | |
|---------------------------|------------|
| Commercial | 34 |
| Residential | 108 |
| Total # of Permits | 142 |

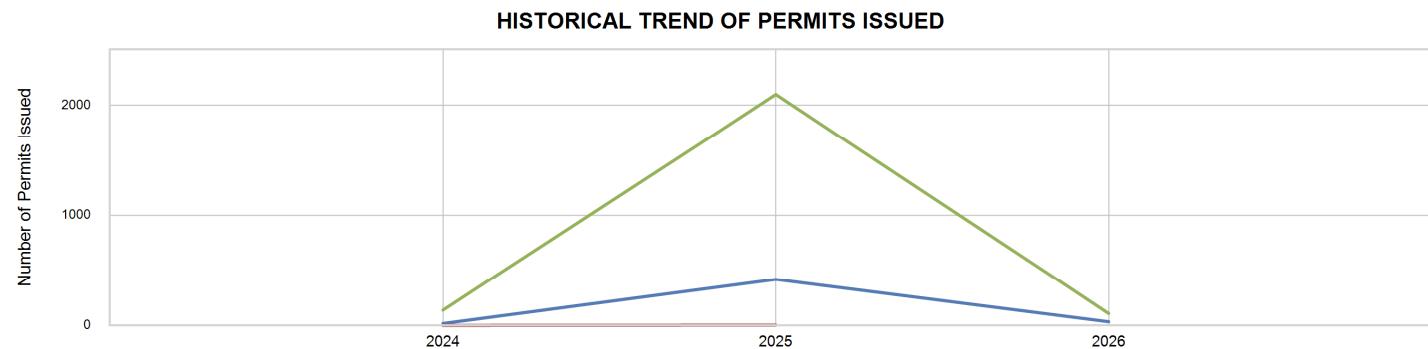
January, 2026

This month's report concerning the activities of the Inspection Division is respectfully submitted.
The summary is as follows:

| Last Year - This Year | January, 2025 | January, 2026 | % Change |
|-----------------------|---------------|---------------|----------|
| Number of Permits | 191 | 142 | -25.65% |
| Total Fees | \$69,913.80 | \$72,729.20 | 4.03% |

| Year to Date | January, 2025 | January, 2026 | % Change |
|-------------------|---------------|---------------|----------|
| Number of Permits | 191 | 142 | -25.65% |
| Total Fees | \$69,913.80 | \$72,729.20 | 4.03% |

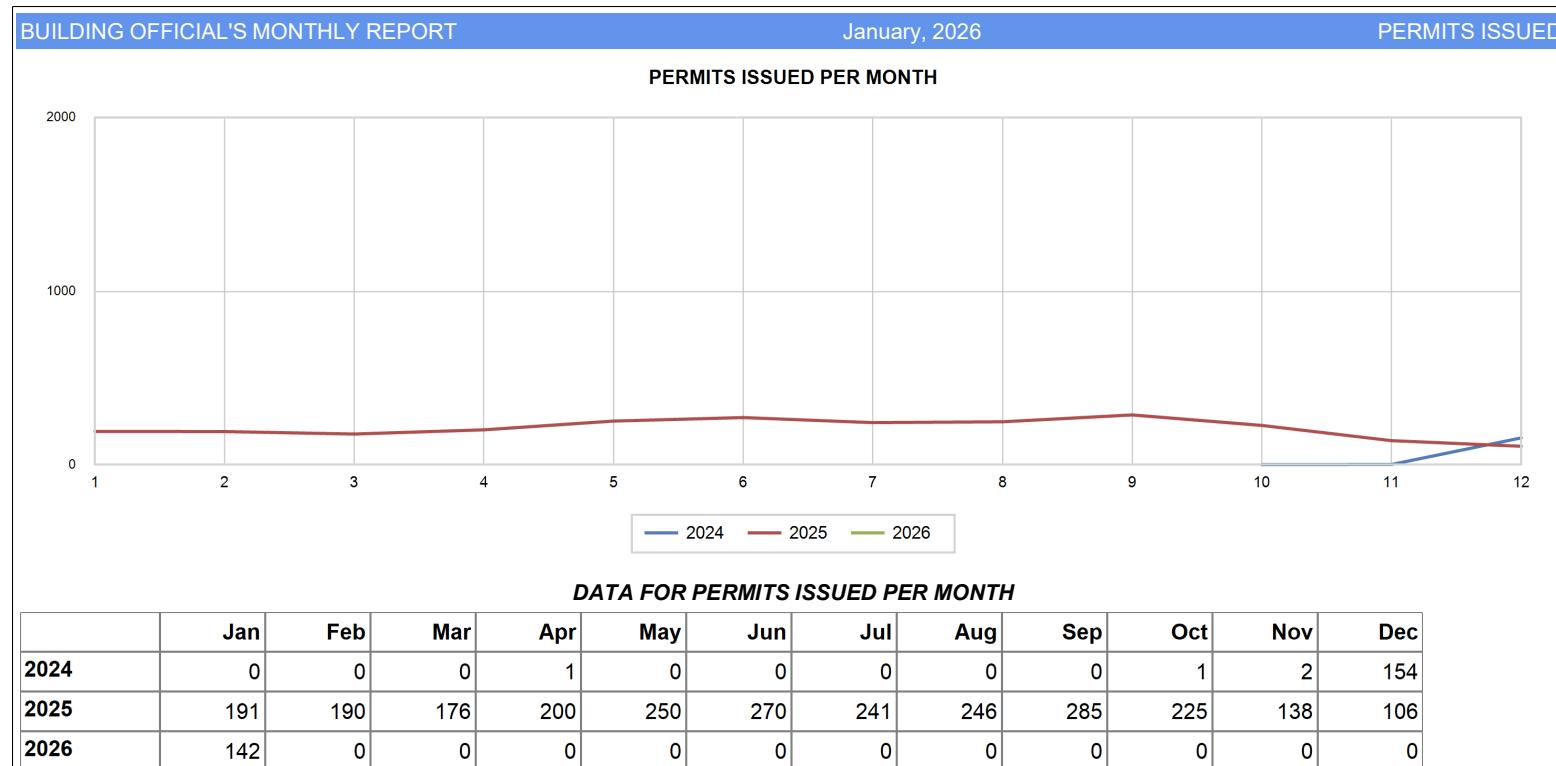
| 12 Months Previous Year | February, 2024 | February, 2025 | |
|-------------------------|----------------|----------------|-----------------|
| Year to Date | January, 2025 | January, 2026 | % Change |
| Number of Permits | 349 | 2469 | 607.45% |
| Total Fees | \$136,623.32 | \$742,257.69 | -13,661,788.71% |

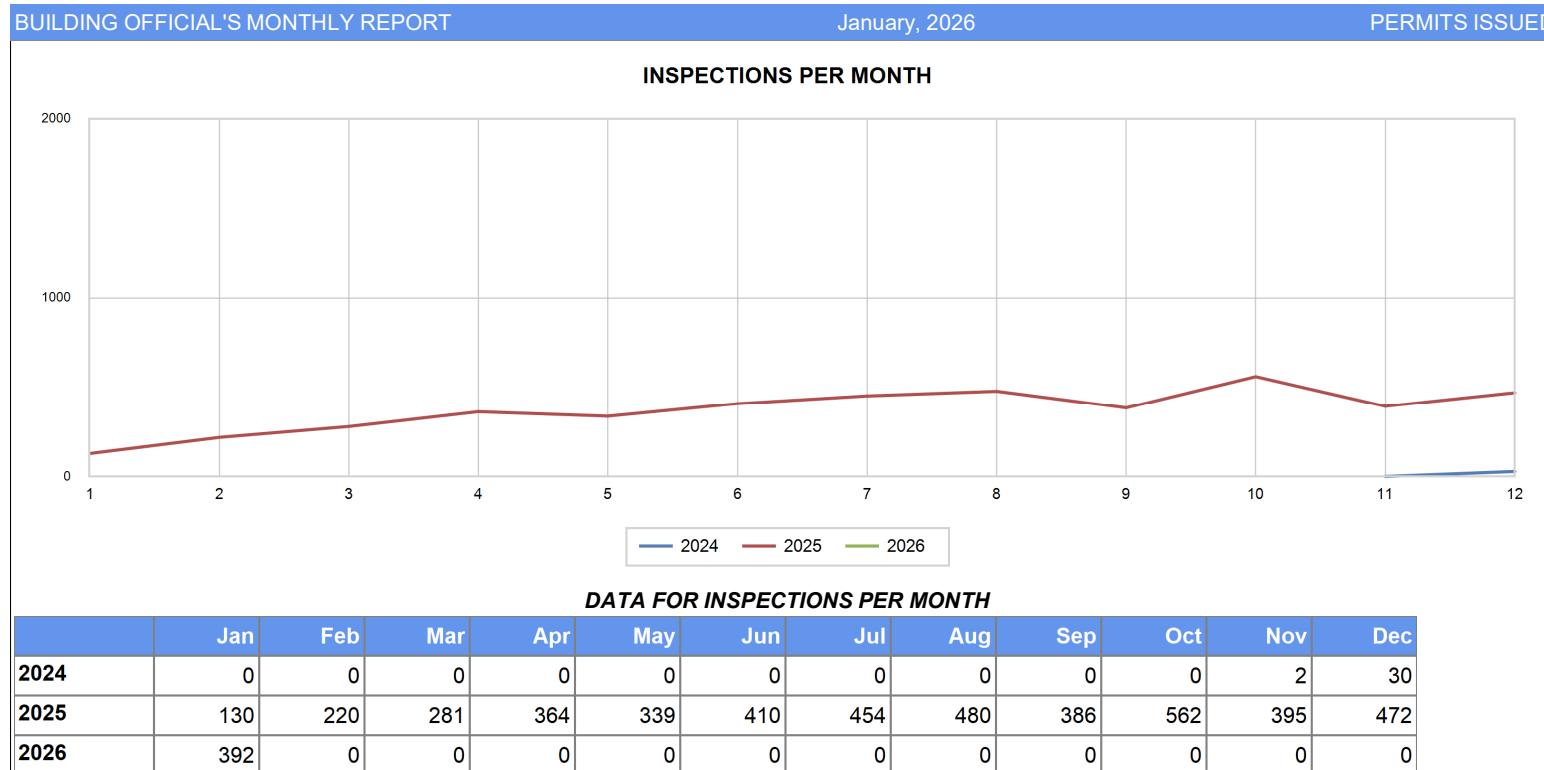


| | | Permits YoY | | |
|-------------|------------------------------------|-------------|------|------|
| Permit Type | Sub Category | 2024 | 2025 | 2026 |
| Commercial | Addition (C) | | | 1 |
| | Addition/Remodel (C) | | | 4 |
| | Alcohol (C) | | 11 | 2 |
| | Certificate of Occupancy (C) | | 18 | 3 |
| | Commercial New | 1 | 38 | 2 |
| | Credit Business (Pay Day Loan) (C) | 1 | 2 | |
| | Demolition (C) | | 5 | 3 |
| | Driveway Culvert Pipe Permit (C) | | 1 | |
| | Driveway Flatwork Permit (C) | | 6 | |
| | Driveway Flatwork Permit (R) | | 1 | |
| | Electrical (C) | 1 | 15 | 1 |
| | Fence (C) | | 2 | 1 |
| | Fire Prevention (C) | | 17 | 1 |
| | Game Room Permit (C) | | 2 | |
| | Garage Sale (C) | | 1 | |
| | Irrigation (C) | 1 | 1 | |
| | Mechanical (C) | 1 | 15 | |
| | Mobile Home Registration (C) | | 2 | 2 |
| | Mobile Vending Unit (C) | | 4 | 1 |
| | Not Set | | 3 | |

| | | Permits YoY | | |
|-------------------------|----------------------------------|-------------|------------|-----------|
| Permit Type | Sub Category | 2024 | 2025 | 2026 |
| Commercial | Plumbing (C) | 2 | 34 | 2 |
| | Remodel (C) | | 4 | |
| | Retail Food (C) | 9 | 125 | 7 |
| | Sign (C) | | 19 | 3 |
| | Special Event Permit (C) | | 1 | |
| | Temporary Food Service (C) | 2 | 45 | 2 |
| | Utility Right of Way (C) | | 40 | 4 |
| Total Commercial | | 18 | 417 | 34 |
| Not Set | Not Set | 1 | 3 | |
| Total Not Set | | 1 | 3 | |
| Residential | 1 and 2 Family Residential (R) | 24 | 221 | 16 |
| | Addition/Remodel(R) | | 2 | |
| | Animal (R) | | 3 | |
| | Certificate of Occupancy (R) | | 46 | |
| | Demolition (R) | 1 | 2 | 1 |
| | Driveway Culvert Pipe Permit (R) | | 10 | |
| | Driveway Flatwork Permit (R) | 3 | 48 | 2 |
| | Electrical (C) | | 1 | |
| | Electrical (R) | 26 | 483 | 22 |
| | Fence (R) | 6 | 55 | 2 |
| | Fire Prevention (R) | | 2 | 1 |
| | Garage Sale (C) | | 3 | |
| | Garage Sale (R) | 5 | 255 | 9 |
| | Irrigation (R) | | 28 | 1 |
| | Mechanical (R) | 28 | 281 | 9 |
| | Mobile Home Registration (R) | | 4 | |
| | Not Set | 1 | 3 | |
| | Plumbing (C) | | 1 | |
| | Plumbing (R) | 44 | 420 | 13 |
| | Remodel (R) | | 5 | 2 |
| | Residential New (R) | | 208 | 29 |
| | Swimming Pool/Hot Tub (R) | | 12 | 1 |
| | Utility Right of Way (R) | 1 | 5 | |

| | | Permits YoY | | |
|-------------------|--------------|-------------|-------|------|
| Permit Type | Sub Category | 2024 | 2025 | 2026 |
| Total Residential | | 139 | 2,098 | 108 |
| Total | | 158 | 2,518 | 142 |

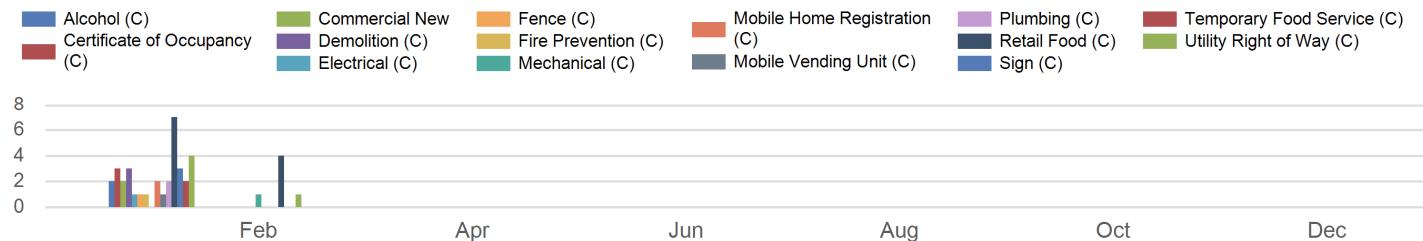


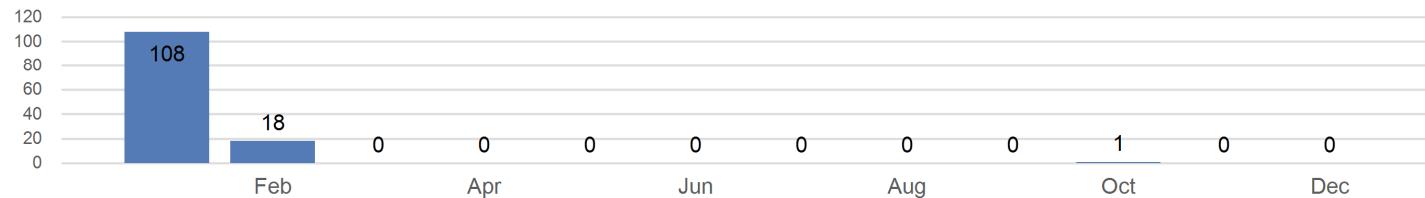


BUILDING OFFICIAL'S MONTHLY REPORT January, 2026 PERMITS ISSUED

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Totals |
|------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| COMMERCIAL | | | | | | | | | | | | | |
| Alcohol (C) | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Certificate of Occupancy (C) | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| Commercial New | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Demolition (C) | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| Electrical (C) | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |

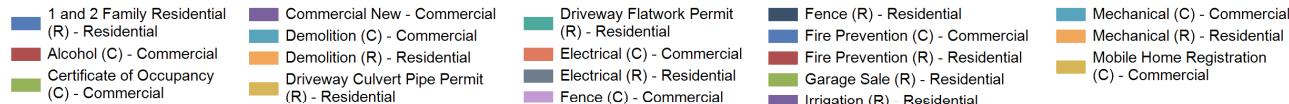
| BUILDING OFFICIAL'S MONTHLY REPORT | | | | | | | | | | | | January, 2026 | | PERMITS ISSUED | | |
|------------------------------------|------------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------------|--|----------------|--|--|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | | <i>Totals</i> | | |
| Fence (C) | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 1 | | |
| Fire Prevention (C) | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 1 | | |
| Mechanical (C) | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 1 | | |
| Mobile Home Registration (C) | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 2 | | |
| Mobile Vending Unit (C) | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 1 | | |
| Plumbing (C) | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 2 | | |
| Retail Food (C) | 7 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 11 | | |
| Sign (C) | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 3 | | |
| Temporary Food Service (C) | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 2 | | |
| Utility Right of Way (C) | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 5 | | |
| Total Commercial | 34 | 6 | 0 | | 40 | | |
| RESIDENTIAL | | | | | | | | | | | | | | | | |
| 1 and 2 Family Residential (R) | 16 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | | 18 | | |
| Demolition (R) | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 1 | | |
| Driveway Culvert Pipe Permit (R) | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 1 | | |
| Driveway Flatwork Permit (R) | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 3 | | |
| Electrical (R) | 22 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 27 | | |
| Fence (R) | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 2 | | |
| Fire Prevention (R) | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 1 | | |
| Garage Sale (R) | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 9 | | |
| Irrigation (R) | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 1 | | |
| Mechanical (R) | 9 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 11 | | |
| Plumbing (R) | 13 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 15 | | |
| Remodel (R) | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 2 | | |
| Residential New (R) | 29 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 34 | | |
| Swimming Pool/Hot Tub (R) | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 2 | | |
| Total Residential | 108 | 18 | 0 | 1 | 0 | 0 | | 127 | | |
| GRAND TOTALS | 142 | 24 | 0 | 1 | 0 | 0 | | 167 | | |

Total Commercial Per Sub Category By Month**Total Engineering Per Sub Category By Month****No Data Available****Total Fire By Month****No Data Available**

Total Public Works By Month**No Data Available****Total Public Works Per Sub Category By Month****No Data Available****Total Residential By Month****Permit Count****Total Residential Per Sub Category By Month**

| | | | | | |
|--------------------------------|----------------------------------|----------------|-----------------|--------------|---------------------------|
| 1 and 2 Family Residential (R) | Driveway Culvert Pipe Permit (R) | Electrical (R) | Garage Sale (R) | Plumbing (R) | Residential New (R) |
| Demolition (R) | Driveway Flatwork Permit (R) | Fence (R) | Irrigation (R) | Remodel (R) | Swimming Pool/Hot Tub (R) |



Total Not Set By Month**No Data Available****Total Not Set Per Sub Category By Month****No Data Available****Total Category and Sub category By Month**

BUILDING OFFICIAL'S MONTHLY REPORT

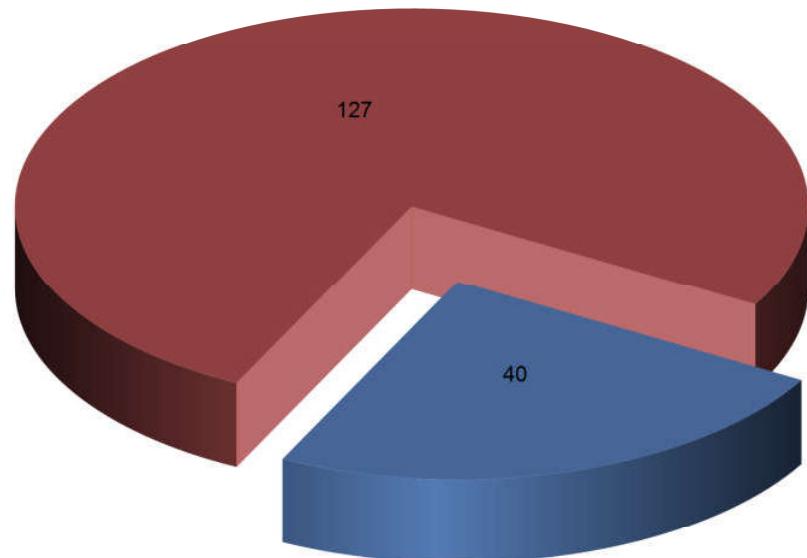
January, 2026

PERMITS ISSUED

PERMITS ISSUED

GRAPH DATA

| | |
|-------------------|------------|
| Total Commercial | 40 |
| Total Residential | 127 |
| TOTAL | 167 |



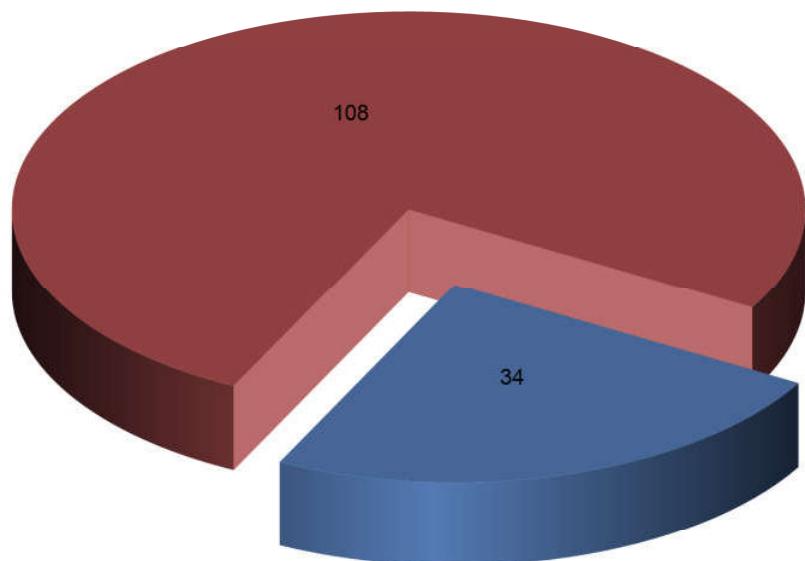
■ Total Commercial ■ Total Residential

BUILDING OFFICIAL'S MONTHLY REPORT

January, 2026

PERMITS ISSUED

PERMITS ISSUED For Month



GRAPH DATA

| | |
|-------------------|------------|
| Total Commercial | 34 |
| Total Residential | 108 |
| TOTAL | 142 |

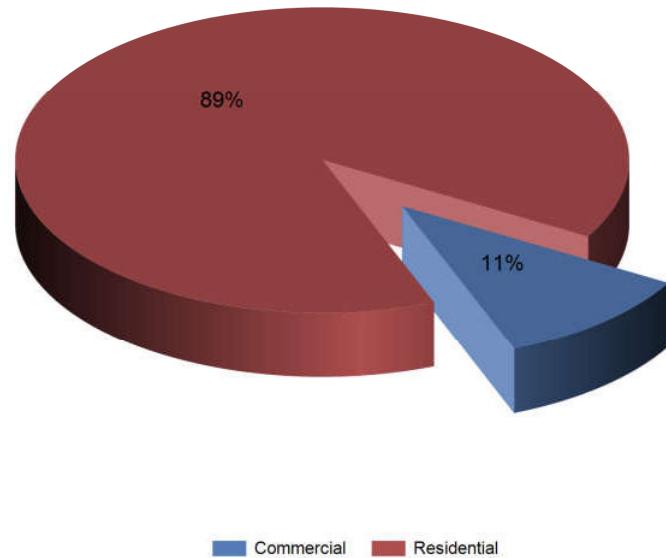
Commercial Residential

BUILDING OFFICIAL'S MONTHLY REPORT

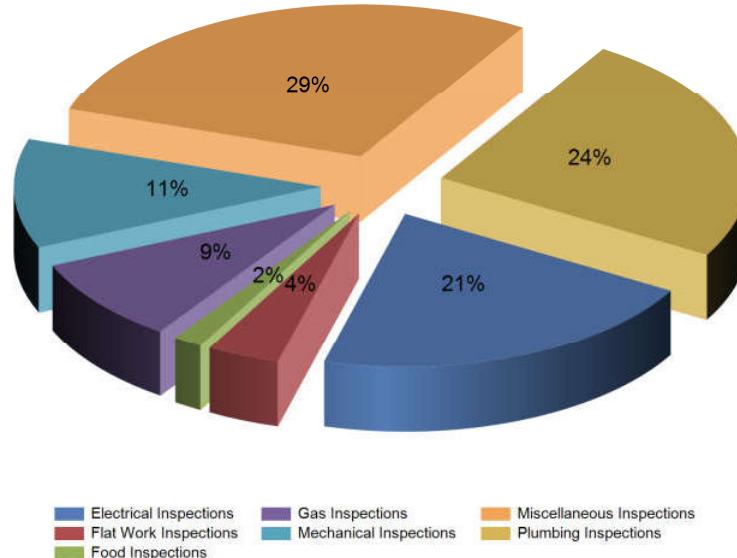
January, 2026

YTD

% PERMITS ISSUED (YTD)



% INSPECTIONS MADE (YTD)



PERMITS ISSUED GRAPH

| | | |
|----------------------------------|------------|-----|
| Residential | 416 | 89% |
| Commercial | 50 | 11% |
| Total # of Permits Issued | 466 | |

INSPECTIONS MADE GRAPH

| | | |
|-------------------------------|------------|-----|
| Electrical Inspections | 82 | 21% |
| Flat Work Inspections | 15 | 4% |
| Food Inspections | 6 | 2% |
| Gas Inspections | 35 | 9% |
| Mechanical Inspections | 45 | 11% |
| Miscellaneous Inspections | 113 | 29% |
| Plumbing Inspections | 96 | 24% |
| Total # of Inspections | 392 | |

EMERGENCY MANAGEMENT



City of Angleton Office of Emergency Management Report – January 2026

Exercises/Training: Intermediate Incident Command classes taught, upcoming Intermediate/Advanced Incident Command in February and March to help meet requirements of HB 33

Employees: Working through process of NIMS compliance needed for federal funding

Funding: Meeting scheduled with TDEM to facilitate FEMA closeout of Beryl projects and funding

Community: Supported winter storm operations and warming center. Met with BAHEP, Brazoria County Emergency Management and regional partners to discuss current preparedness initiatives.

| TDEM # | FEMA # | CATEGORY | SCOPE | PROCESS STEP | COST ESTIMATE | POSSIBLE SHARE | TASKS |
|--------|--------|-----------------------------------|--------------------------------------------------------|--------------|----------------|----------------|------------------|
| 88 | 754684 | A - Debris Removal | Beryl - Debris Removal | Obligated | \$2,825,662.75 | \$2,825,662.75 | Awaiting funding |
| 191 | 755610 | B - Emergency Protective Measures | Force Account Labor | PAID | \$105,281.59 | \$78,961.20 | PAID |
| 475 | 758000 | E - Buildings and Equipment | Bates Park Roof and Dumpster Enclosure Repairs | Obligated | \$18,712.16 | \$14,034.12 | COMPLETED |
| 477 | 758002 | G - Parks and Other | Antique Lights Downtown | PAID | \$15,113.76 | \$11,335.32 | PAID |
| 480 | 758005 | F - Utilities | Lift Station and Water Plant | PAID | \$98,392.47 | \$73,794.36 | PAID |
| 481 | 758006 | G - Parks and Other | Rec Center Freedom Park Fire Station #1 Animal Control | Obligated | \$49,717.10 | \$37,287.83 | COMPLETED |
| 1071 | 764738 | E - Buildings and Equipment | Water Treatment Plant and City Hall Repairs | PAID | \$20,396.93 | \$15,297.70 | PAID |
| 1072 | 764739 | G - Parks and Other | Public Works Building Repairs | PAID | \$9,827.46 | \$7,370.60 | PAID |

HUMAN RESOURCES

Colleen Martin February -2026

Human Resources Department Report-January 2026 Numbers

- **Currently, recruiting for**

- 3 Police Officers
- Contracted Bus Drivers-PT-Rec-As Needed
- Lifeguards
- Rec Facility Assistant-Part Time
- 1 Utility Billing Clerk

Labor Numbers 10/1/2025-11/19/2025

- Labor Cost FY26 \$4.3m
- Labor Hours FY26 84.6k
- Overtime Costs \$120k
- OT% of Labor Cost 2.8%
- Overtime hours worked 2.9k

Staff Numbers are in the chart below as of 1/26/2026.

- January Headcount 176
- Fiscal Year Turnover Rate 5.6%
- Average Tenure 5.2 years
- Fiscal Year Separations 8-2 Police Dept, 2 Parks Dept, 1 Fire Dept, 2 Public Works, and 1 PT Rec Center
- Fiscal Year New Hires-3 Police Officers, 1 Wastewater Operator, 1 Firefighter

| <u>FTE Count</u> | FY23 | FY24 | FY25 | FY26 |
|----------------------------|------------|------------|------------|------------|
| City Mgr | 1 | 1 | 0 | 0 |
| Animal Control | 4 | 4 | 4 | 4 |
| City Sec | 2 | 2 | 2 | 2 |
| Communications | 2 | 2 | 1 | 1 |
| Courts | 4 | 3 | 3 | 3 |
| Dev Svcs | 7 | 8 | 7 | 7 |
| Emer Mgmt | 2 | 3 | 1 | 1 |
| Finance | 4 | 4 | 4 | 3 |
| Fire | 7 | 6 | 4 | 6 |
| HR | 2 | 2 | 1 | 1 |
| IT | 3 | 3 | 3 | 4 |
| Parks | 17 | 19 | 16 | 16 |
| Police | 30 | 34 | 32 | 33 |
| Police Non-Uniformed | 14 | 14 | 13 | 13 |
| Public Works | 32 | 31 | 39 | 35 |
| Rec Center | 8 | 8 | 8 | 8 |
| Utility Collections | 6 | 5 | 5 | 6 |
| Part Time Staff | 25 | 25 | 37 | 32 |
| Total | 170 | 174 | 180 | 175 |
| Part Time Rec Staff | | | | |
| Lifeguards | | | 22 | |
| Desk Clerks | | | 6 | |
| Rec Facility Assistants | | | 2 | |
| | | Total | 30 | |

2026 Benefits Enrollment

| Health | | | | |
|----------|---------------|-----------|---------------------|--------------------|
| | | HDHP | #Enrolled | Cost To City |
| | | EO | 17 | \$167,986 |
| | | EC | 7 | \$121,273 |
| | | ES | 0 | \$0 |
| | | EF | 0 | \$0 |
| | H.S.A | All Tiers | 24 | \$47,998 |
| | | | Total | \$337,257 |
| | | EO | 82 | \$1,129,750 |
| | | EC | 12 | \$296,870 |
| | | ES | 4 | \$85,800 |
| | | EF | 5 | \$165,298 |
| | | | Total | \$1,677,718 |
| | | | Health Total | \$2,014,975 |
| | Dental | EO | 93 | \$25,443 |
| | EC | 18 | \$5,145 | |
| | ES | 11 | \$3,237 | |
| | EF | 12 | \$3,718 | |
| | | | Dental Total | \$37,543 |
| | | | | |
| Life Ins | \$25k Per FTE | | Life Total | \$4,667 |
| | | | | |
| | | | Grand Total | \$2,057,185 |

MUNICIPAL COURT

| CITY OF ANGLETON, TEXAS MUNICIPAL COURT JANUARY, 2026 REPORT | | |
|--------------------------------------------------------------------|------------------------------------|--------------|
| ACTIVITY | TOTAL | YTD |
| Transition to a paperless environment | 80% | 80% |
| Number of Citations filed | | |
| Police Department | citations 157 - warnings 360 = 517 | 517 |
| Code Enforcement | 3 | 3 |
| Animal Control | 3 | 3 |
| Municipal Court | 70 | 70 |
| School Officer | 0 | 0 |
| Warrants | | |
| Warrants outstanding | 213 | 213 |
| Warrants issued | 213 | 213 |
| Warrants cleared | 110 | 110 |
| Dismissals | | |
| Compliance Dismissals | 21 | 21 |
| Deferred/DSC Dismissals | 128 | 128 |
| Other | | |
| New cases filed | 163 | 163 |
| Fees | | |
| Omni Base State Fee | \$ 182.76 | \$ 182.76 |
| Child Safety Fee | \$ 770.00 | \$ 770.00 |
| State Criminal Costs and Fees | \$ 22,493.90 | \$ 22,493.90 |
| Amount collected by collection agency | \$ 2,513.00 | \$ 2,513.00 |

February 2026

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | WEEK TOTAL |
|--------|-----------|-----------------------------------------------------|-----------|----------|--------|----------|--------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| | 52 | | | | | | 52 |
| | | 16 | | | | | 16 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | |
| | | | | | | | 0 |
| | | | | | | | 0 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | |
| | | | | | | | 0 |
| | | | | | | | 0 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | |
| | | | | | | | 0 |
| | | | | | | | 0 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| | | | | | | | 0 |
| | | | | | | | 0 |
| 8 | 9 | <p>Notes</p> <p>WARNINGS</p> <hr/> <p>CITATIONS</p> | | | | | MONTH TOTAL |
| | | | | | | | 52 |
| | | | | | | | 16 |

PARKS & RECREATION

Parks & Recreation Monthly Report

Priority Projects

- **2024 ABLC Bond:** Funds \$4M
 - Abigail Arias Park
 - Current Status:
 - Initial Bids presented to Council on January 27th. All bids were rejected. The project is scheduled to repost for bidding on February 4th with a new bid opening date of February 18th at 3:00 PM.
 - Vendor solicitation: Staff received recommendations from Council on pursuing final design, agreement and pricing from Lonestar Recreation for the playground, and Vortex for the splashpad. Agreements have been sent to legal for review.
 - Staff and prepping final items for the donor campaign. Conversations with Abigail's Reach and Arias Family are ongoing. Final agreement between City and Abigail's Reach anticipated early February. Campaign video to be presented to Council.
 - Next Milestone: Present new bid proposals to Council for consideration and final playground and splash pad contracts to Council for approval on Feb 24th
 - Freedom Park Field Expansion:
 - The project was posted for bidding on January 21st and final bids are due by February 4th at 2:00PM.
 - Next Milestone: Present bid proposals to Council for consideration on Feb. 10th.
 - BG Peck Soccer Complex Grading:
 - Current Status: Comprehensive regrading on hold until funding is identified.
 - Texian Trail Drainage:
 - Current Status: Project Complete
 - Angleton Recreation Center:
 - Current projects and Tentative Schedules:
 - Natatorium Renovations - ongoing - **scheduled to reopen in March.**



New Playnuc by Vortex - Final components to be installed after pool plaster.



Tile & Deckings: pool decking removal and tile bead blasting started January 19th week.

- Pool slide repairs, and interior wall paint anticipated to start in mid-February.
- Basketball Gym Improvements (Flooring, ceiling, lighting, window shades): Moved to Summer 2026
- Multipurpose Room Improvements: Spring 2026
- ARC Sign: Spring 2026
- Facility flooring, Hot Water Boiler, HVAC BAS System Upgrade, Facility Lighting, Party Pad Shade Cover: 2026
- Exhaust fans and garage door replacement: TBD
- Bathroom & Locker Room Improvements: TBD
- **Freedom Park Playground**
 - Current Status: Equipment ordered with Cunningham Recreation and financing complete with Government Capital.
 - Next Milestone: Delivery of equipment tentative for late March to early April with installation anticipated to start at the end of April.
- **Bates Park Field #6**
 - Agreement with Paragon Sports was approved by Council on January 27th. Staff are scheduled to meet with Paragon Sports and Angleton Girls Softball Association on February 6th to discuss the project timeline and action items.
 - Next Milestone: Finalized selection of concrete and fencing vendors. Coordinate infield cutting with AGSA and schedule recurring biweekly meetings with Paragon to review project progress.

Parks - Fund 01-550

1. **Roof Repairs (FEMA):** Freedom and Bates Park roof repair have been completed.

2. **ARC Repairs:** Working on minor repairs and maintenance in the conference room including painting, TV and conference room furniture installation.
3. **Downtown Banners:** New 250 Anniversary banners installation began 1/30/26. Estimated completion 2/6/26
4. **Winter Projects:**
 - a. Pressure washing: Completed on Masterson Park and Lakeside Park playgrounds, all others scheduled for Feb.
 - b. Tree trimming: Completed at Freedom Park, Loop 274, 50% of Dickey park. Removed one dead tree & stump at Dickey Park.
 - c. Stump grinding: TBD
 - d. Clean-up and demo of old structures at Abigail Arias Park: Clean up of trash completed, received quotes to demo house slab.
5. **Facility Maintenance:** Continuing to work through staff requests including facility and park lighting, window and floor cleaning, minor facility repairs, and general maintenance upkeep.
6. **Work orders completed:** Park staff completed 52 worker orders for parks Facilities and other City facilities for the month of January. Includes, electrical, plumbing, general maintenance, mowing, freeze prep.
7. **Park Assessment:** Initial assessment with several Parks Board members and staff was completed in January. A preliminary report will be presented to Parks Board and ABLC in February.

Angleton Recreation Center - Fund 60

1. **Staffing:**
 - a. Accepting applications and interviews for a part-time Facility Assistant position.
 - b. Lifeguards are continuing to assist with opening and various other projects while the natatorium is under renovation.
 - i. Hiring campaign to start in mid-February to recruit spring and summer guards.
2. **HVAC Repairs:**
 - a. **RTU-1 (Completed)**
 - i. The condenser fan motor and blades replaced
 - b. **RTU-2 (Waiting on parts last update 1/5/25)**
 - i. Moisture was found on the unit, causing a heating issue. Hunton is working on a repair plan for this unit
 - c. **RTU-3 (Completed)**
 - i. Condenser coil, liquid line drier repaired
 - d. **RTU-4**
 - i. LOTO the unit and remove the 3 faulty condenser fan motors. (Completed)
 - ii. Install the new motors with capacitors and crackcase heaters. (Completed)
 - iii. Remove failed crackcase heater elements and install new heaters. (Completed)
 - e. **RTU-5 (Quote sent over to Lupe for signatures on January 30th)**
 - i. Remove old draft motor assembly and install new blower assembly
 - f. **RTU-6**
 - i. This scope of work outlines the replacement of the TXV, accumulator, liquid line drier, and motor pulley
 - Waiting on part ETA 2/10/26
 - ii. Replacing the compressor controller, but had a faulty LED indicator
 - g. **AHU- Split (Weightroom Outdoor Units) (Completed)**

- i. Installed new crankcase heaters and fuses, changed out the contactors, and installed a new float switch.

3. Programs and Promotions:

- a. Registration for Spring programs opens January 8th
- b. Staff are developing a new marketing and promotion calendar to increase membership registration, day passes, and member retention efforts.

Recreation - Fund 50

1. Marketing and Communication

- o The 2026 Winter & Spring digital playbook is available online. ([Playbook Link](#))
Playbook is available in English and Spanish.
- o Registration for Winter & Spring Programs opened on Thursday, January 8th.

2. Camps and Rec Programs

- o TAAF Youth Volleyball League concluded January 31st.
 - i. 98 participants registered on 15 teams.
- o Green Garden Workshop on Mulching on January 7th.
 - i. 16 participants
 - ii. Next workshop March 4th
- o Adult Cooking Methods Class - First class February 1st
 - i. 20 participants
- o Upcoming programs:
 - i. Mini Athletes - February 4th
 - ii. Adult Women's Volleyball - February 12th
 - iii. Spring Break Camp - March 9th

3. Senior Programs

- o Silver Hearts Monthly Drop in Program Participation Totals for December:
 - i. Bingo 85 | Bean Bag Baseball 12 | Chair Volleyball 58 | Bunco 14
- o Lunch Bunch - The Gripper Kitchen in Pearland
 - i. 23 participants
- o Day Trip - Galveston Tree Sculptures Tour
 - i. 32 participants (2 vehicles) - **7 waitlisted**
- o Potluck - 25 participants
- o Spring Program Registration
 - i. New programs opened on January 8th. Most programs were full within hours.
As of the end of January, we have active waitlists for 3 of our 4 Lunch Bunch Trips, our overnight trip, and 1 of our day trips.

4. Events

- o Father Daughter Dance: A Night In Emerald City is scheduled for Feb. 21 from 6:00 to 8:00PM
- o Lakeside Bridal Show - Sunday, May 3rd - Your one-stop destination for planning the perfect "I do"

Parkland Dedication - FUND 96

1. **Bates Park Pickleball Courts:** Completed - roadwork repairs done in January.
2. **Downing Tennis Courts:** - Project complete. Update signage installed.
3. **New Abigail Park Parcel:** Parks and Public Work have worked to remove more items which will reduce the funding needed to remove the remaining structural foundation.
4. **Ashland Fees:** Staff are expecting Parkland Fees from Ashland Development for just over \$40,000 for the first phase in the near future. Date still TBD. (Total Project \$1.9 million)

Angleton Better Living Corporation - FUND 40

1. **Freedom Park Passive Area:** Project on hold until funding is secured to continue. Staff are planning to submit a TPWD Grant to potentially secure funding.

Keep Angleton Beautiful - FUND 13

1. **Yard & Business of the Month:** Awards to resume in April.
2. **Upcoming Events:**
 - a. **Arbor Day Tree & Butterfly Seed Ball Giveaway:** April 24th
 - b. **Annual Spring Cleanup:** April 25th
3. **KTB Governors Achievement Award :** Staff and KAB continue to coordinate with TxDOT on identifying and starting renderings for use of the GCAA funds.
4. **Box Wraps:** Artwork for two new box wraps scheduled to be installed in February.

GRANTS

1. **TPWD Non-Urban Outdoor Grant** - Abigail Arias Park (50/50 match funded by 2024 ABLC Bond): TPWD reviewed and approved park plan sets. The director continues to complete quarterly reports as required with the grant.
2. **TPWD Non-Urban Indoor Grant** - Angleton Recreation Center (50/50 match funded by 2024 ABLC Bond): Director meeting with TPWD Coordinator monthly to review projects and ensure consistent communication with scheduled renovations at the Angleton Recreation Center.
3. **Step Into Swim:** Staff are working on a grant application for swim lesson funding through the Pool & Hot Tub Foundation. Grant funds available through a local business donation.



ARC Membership & Day Pass Performance

Select Fiscal Year

- 2023-2024
- 2024-2025

Membership Sales QTY by Month

Fiscal Year ● 2023-2024 ● 2024-2025 ● 2025-2026



Day Pass Sales QTY by Month

Fiscal Year ● 2023-2024 ● 2024-2025 ● 2025-2026



Total Membership Revenue by Month

Fiscal Year ● 2023-2024 ● 2024-2025 ● 2025-2026



Day Pass Revenue by Month

Fiscal Year ● 2023-2024 ● 2024-2025 ● 2025-2026





ARC Membership & Day Pass Performance

Select Fiscal Year

- 2023-2024
- 2024-2025

Membership Revenue by Month

| Month | 2023-2024 | 2024-2025 | 2025-2026 |
|--------------|---------------------|---------------------|--------------------|
| January | \$26,422 | \$29,666 | \$17,516.5 |
| February | \$25,417 | \$26,882 | |
| March | \$29,385 | \$26,099 | |
| April | \$30,497 | \$30,678 | |
| May | \$33,180 | \$35,220.5 | |
| June | \$32,970 | \$38,085.5 | |
| July | \$30,383 | \$39,409.08 | |
| August | \$30,055 | \$35,283 | |
| September | \$22,661 | \$32,785 | |
| October | \$25,251.5 | \$27,679 | \$32,080 |
| November | \$28,968.36 | \$31,066 | \$28,329 |
| December | \$25,884 | \$26,089 | \$27,954 |
| Total | \$341,073.86 | \$378,942.08 | \$105,879.5 |

Day Pass Revenue by Month

| Month | 2023-2024 | 2024-2025 | 2025-2026 |
|--------------|------------------|------------------|-----------------|
| January | \$7,310 | \$5,970 | \$3,585 |
| February | \$8,190 | \$6,855 | |
| March | \$19,880 | \$17,625 | |
| April | \$11,805 | \$10,293 | |
| May | \$19,465 | \$15,505 | |
| June | \$36,985 | \$42,385 | |
| July | \$10,525 | \$32,315 | |
| August | \$16,930 | \$16,115 | |
| September | \$8,380 | \$7,395 | |
| October | \$5,305 | \$5,795 | \$5,165 |
| November | \$4,850 | \$7,040 | \$7,000 |
| December | \$7,185 | \$5,245 | \$3,260 |
| Total | \$156,810 | \$172,538 | \$19,010 |

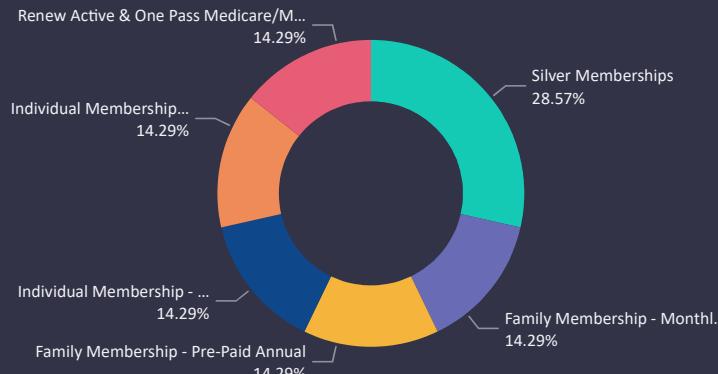


ARC Attendance

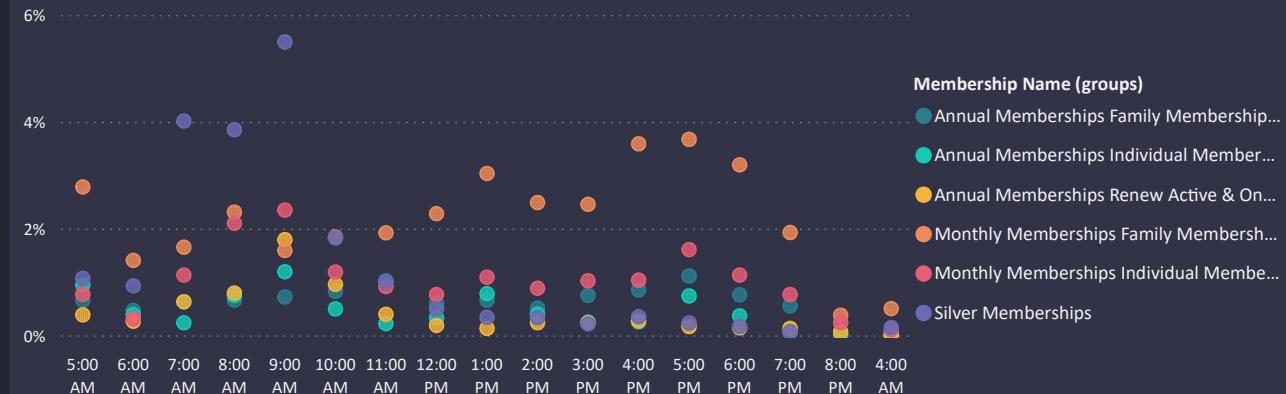
Select Fiscal Year

2025-2026

Distribution of Membership Account Types



ARC Membership Check-Ins by Time of Day



Membership Sales Info.

789

Total Households

2352

Transaction QTY.

\$105,879.5

Total FY Revenue

Membership Usage Info.

17822

Total Member Visits

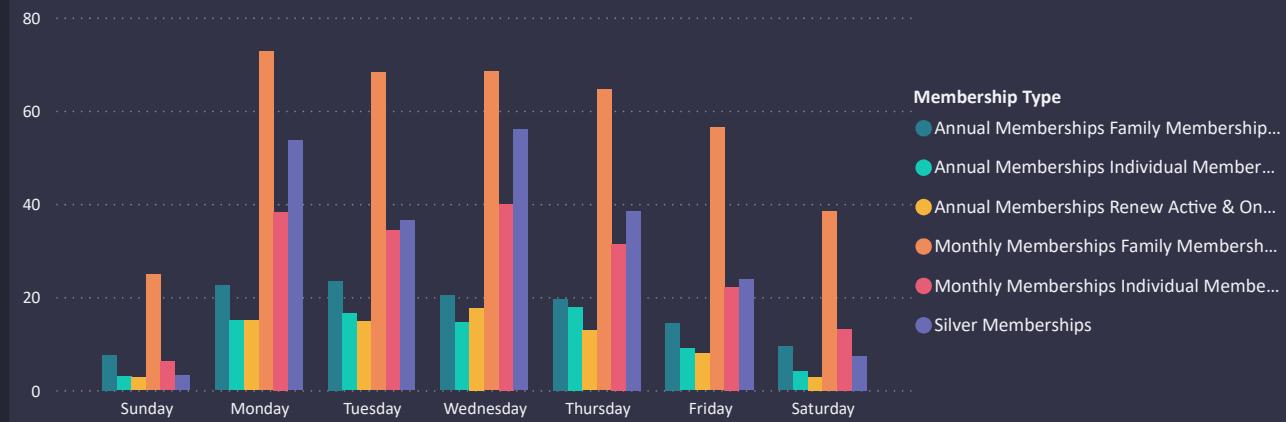
1501

Unique Member Visits

11.87

Average Visits per Individual

ARC Average Membership Check-Ins by Day of the Week



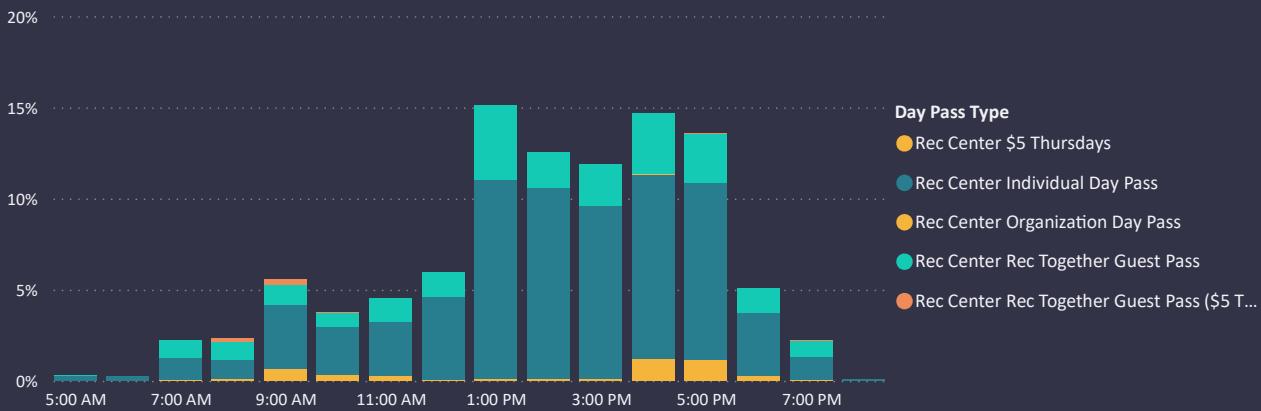


ARC Day Pass Sales

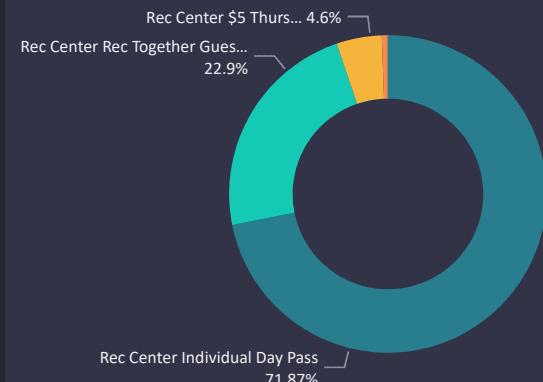
Select Fiscal Year

2025-2026

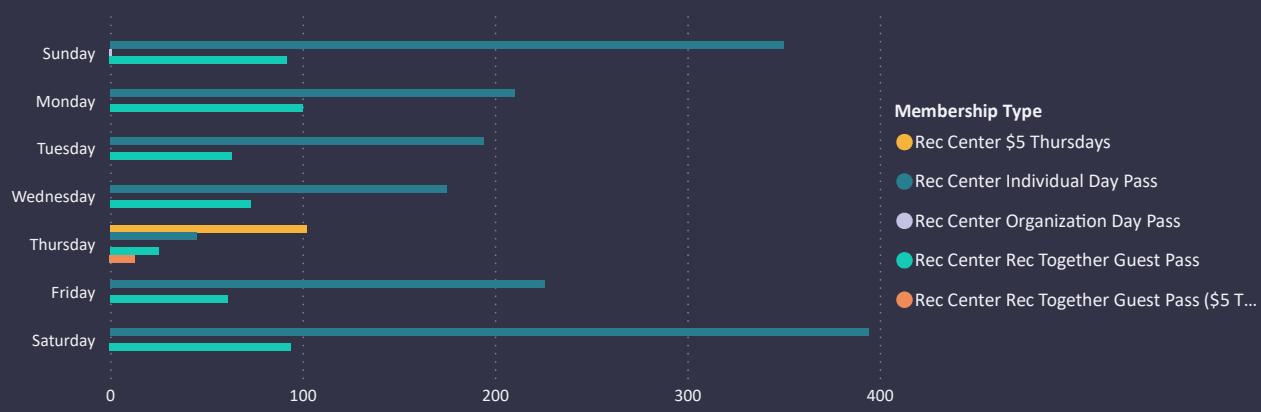
Day Pass Sales by Time of Day and Category



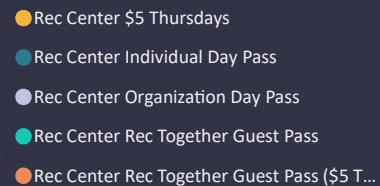
Quantity by Day Pass Type



ARC Average Membership Check-Ins by Day of the Week



Membership Type



Day Pass Sales Info.

2220

Quantity

779

Count of User

\$19,010

Total

Day Pass Revenue by Day

| Day Name | Total |
|--------------|-----------------|
| Sunday | \$3,950 |
| Monday | \$2,600 |
| Tuesday | \$2,255 |
| Wednesday | \$2,115 |
| Thursday | \$1,115 |
| Friday | \$2,565 |
| Saturday | \$4,410 |
| Total | \$19,010 |



ARC Revenue Performance

Select Fiscal Year

2024-2025

2025-2026

Total Angleton Recreation Center Revenue

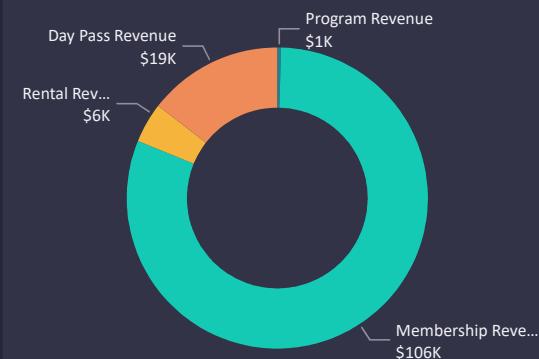
Fiscal Year 2024-2025 2025-2026



FY 25-26 ARC Total & Goal

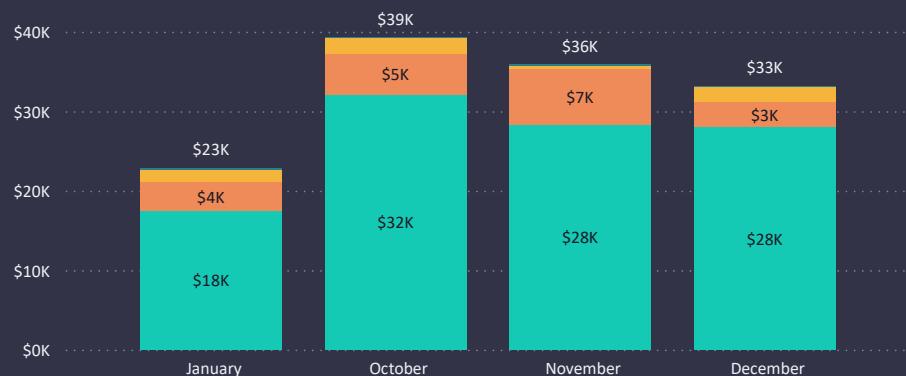
\$131,029
Goal: \$557,292

Revenue Breakdown



Revenue by Category

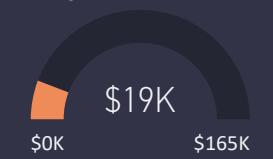
Total Revenue (Membership) Daily Entry Fee Room Rental Fees Total Revenue (ARC Programs)



Membership Revenue



Day Pass Revenue



Program Revenue



Rental Revenue





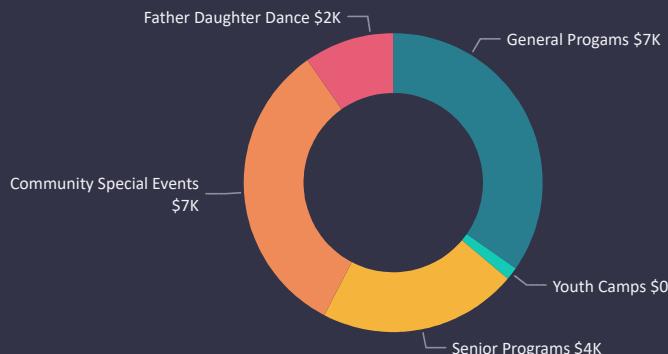
Recreation Division Revenue Performance

Select Fiscal Year

2024-2025

2025-2026

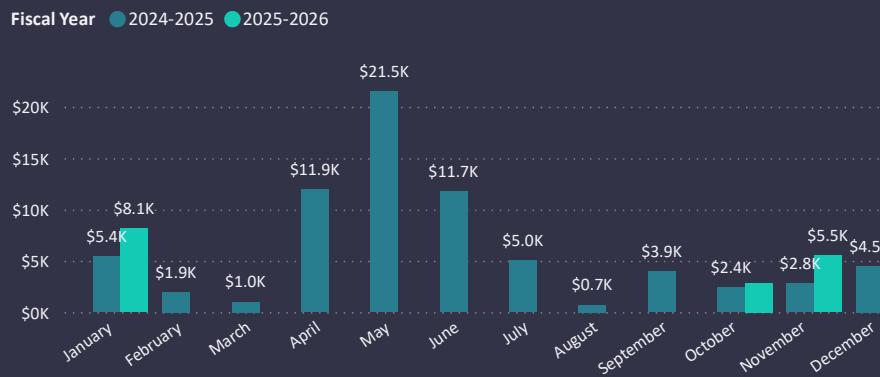
Sales Revenue Breakdown



FY 25-26 Recreation Total & Goal

\$20,658
Goal: \$82,752

Recreation Monthly Revenue Totals



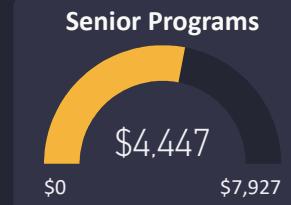
General Programs



Youth Camps



Senior Programs



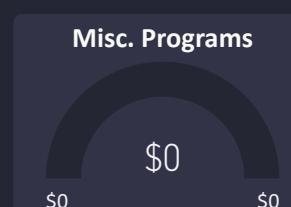
Events



Father Daughter



Misc. Programs



PUBLIC WORKS

Public Works

January 2026

PRIORITY PROJECTS

1. **Lift Station #8 Sanitary Sewer Rehabilitation:** King Solutions was active in the area this month performing CCTV work on all sanitary sewer lines. The fee cap waiver was approved to be used at the January 27th council meeting.
2. **Lift Station #24 Sanitary Sewer Rehabilitation:** Contracts have been executed. A pre-construction meeting has been scheduled for February 5th.
3. **WWTP Improvements:** Staff have worked with a contractor to get initial pricing on the project. Staff are also engaging city engineers to get their cost estimates on the project. City engineer to provide proposal to estimate the costs of this project.
4. **Meter Exchange Project:** Aqua Metric is working towards the next phase of replacing the 135 1.5"-2" meters. City staff will continue to replace the meters that had conflicts.
5. **Lorraine Street Sanitary Rehabilitation Project:** HDR will present their proposal for the design, bid and construction of this project on February 10th.
6. **Street Bond Package III (Parish/Sliver Saddle):** After the bid phase, the recommended contractor was approved by council on January 27th. We will coordinate a pre-construction meeting soon to kick off the project.
7. **Brazoria County Overlays (Interlocal) 24-25FY:** Henderson Road and Western Avenue were selected for the 25-26FY projects. We are still awaiting confirmation on the start date of the 24-25FY projects.
8. **288B Utility Improvements:** Meeting with TXDOT to discuss the 60% plans and potential bike lane options occurring on February 2nd. An update will be provided to council on this new information.
9. **Lead Service Line Inventory:** the PIF sent to TWDB for funding on the replacements was received by the state. TWDB is currently waiting for the allotment from EPA.

MONTHLY REPORT TOPICS

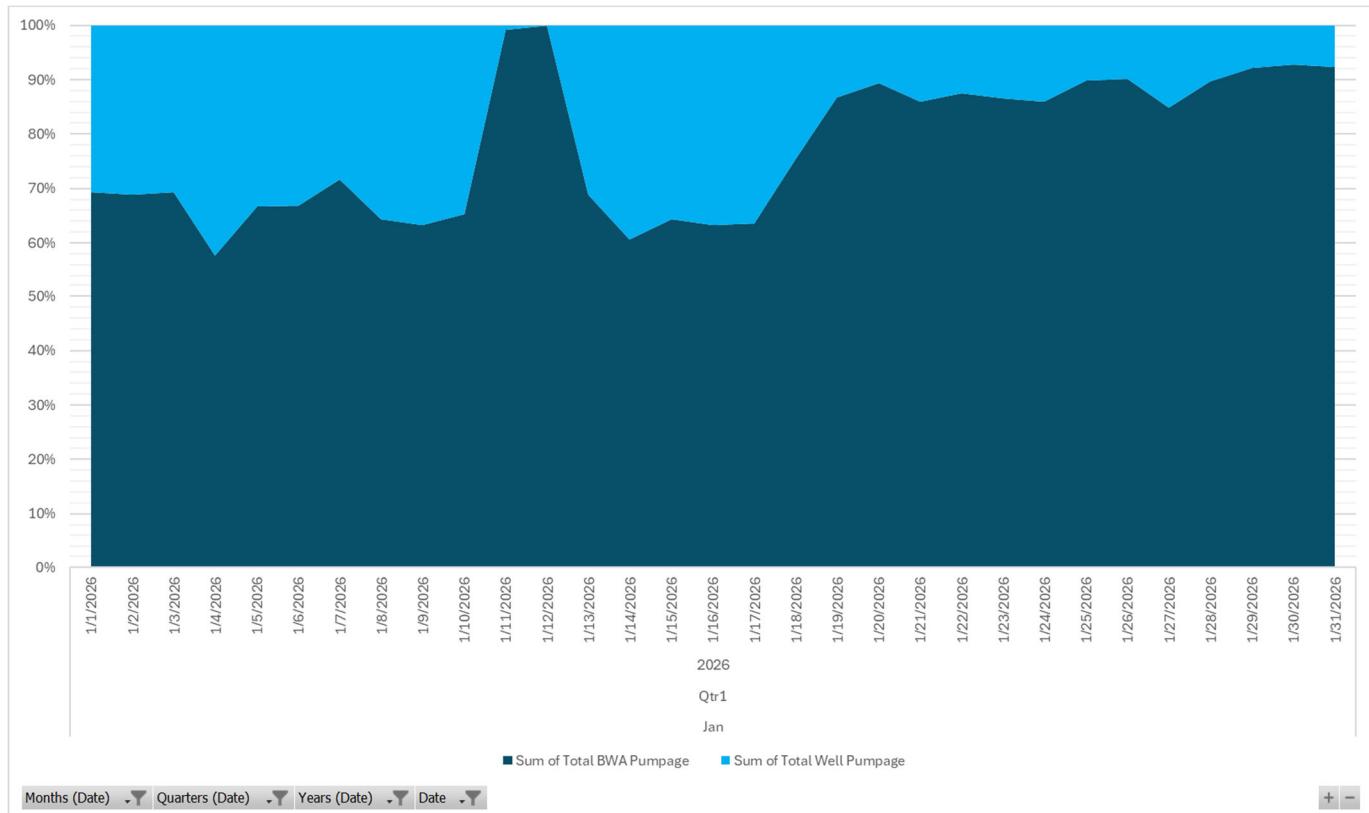
- **Equipment** –The backhoe still has a balance of \$20,417.62 to finish repairs. The patch truck was delivered on January 27th. Training for the operation of the truck will occur in the week of February 9th. The new dump truck is set for early delivery in May 2026.
- **Drainage** – In the month of January, the entire street of Ramona was completed (1,622 feet of ditch cutting and 33 culverts cleaned). Sims St was still being worked on at end of January (646 feet of ditch cutting and 16 culverts cleaned thus far). After Sims is completed, Pyburn, Kiber, S. Morgan, Rice, Grove and Park will be completed in that order.
- **Water Treatment** - In the month of January our water operations staff produced 62,540,000 gallons of water. The daily average flow was 1.938 MGD. The highest use day was January 27th at 2.865 MG. Overall we utilized 68.54% of the BWA contract water this month. Once

mixer is delivered, it will be installed in the tank. We are working on removing an old tank, and the old aeration structure at the Henderson Road Plant. City wide flushing began at the end of January and will continue into February, this will all occur on the north side of town.

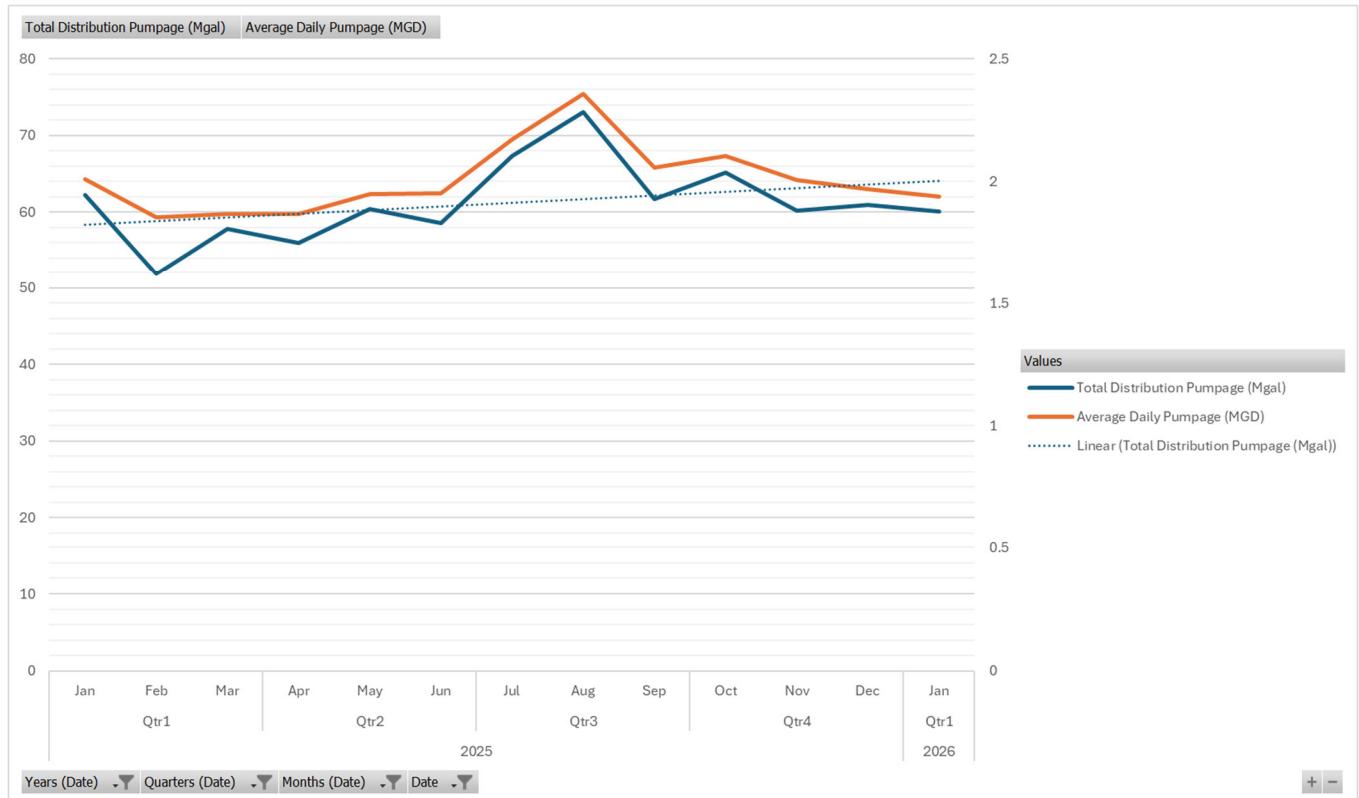
- **Wastewater Treatment Plant** - This month our wastewater treatment plant staff treated 52,836,000 gallons of wastewater. The daily average flow was 1.704 MGD. The total rainfall for the month was 5.39". The highest flow was recorded on January 25th, at 5.71 MG. This occurred during a rainfall event of 2.12", and 1.77" we received the day prior. We are currently working on costs to upgrade the VFD for the influent pumps. The automatic transfer switch is also being installed and will be online in early February.
- **Work Orders** – For the entire month of January we received 132 Public Works related work orders. Of these work orders 85 were completed. This puts us at a completion percentage rate of about 64% for this month. There were also 18 back logged work orders completed, putting PW at 103 work orders completed in January. The average turnaround time for work orders over the past month has been approximately 3 days. Our oldest 3 work orders are:
 - Street Repair at Ketchum Ct – 1/12/2023
 - Hydrant Replacement at 725 Cahill Road – 02/09/2023
 - Solar Street Light Request at Shannon St – 09/18/2023
- In total there have been 19,005 work orders entered into iWorQ. Of these, 18,319 have been completed to date. This gives an overall completion of approximately 96% across the city.

| Type of Work | Received | Resolved |
|-------------------------|------------|-----------|
| Water Leaks/Issues | 42 | 34 |
| Sewer Issues | 19 | 17 |
| Streets/Drainage Issues | 38 | 21 |
| Water Taps | 9 | 0 |
| Sewer Taps | 8 | 0 |
| Signage/Lighting | 16 | 13 |
| Total | 132 | 85 |

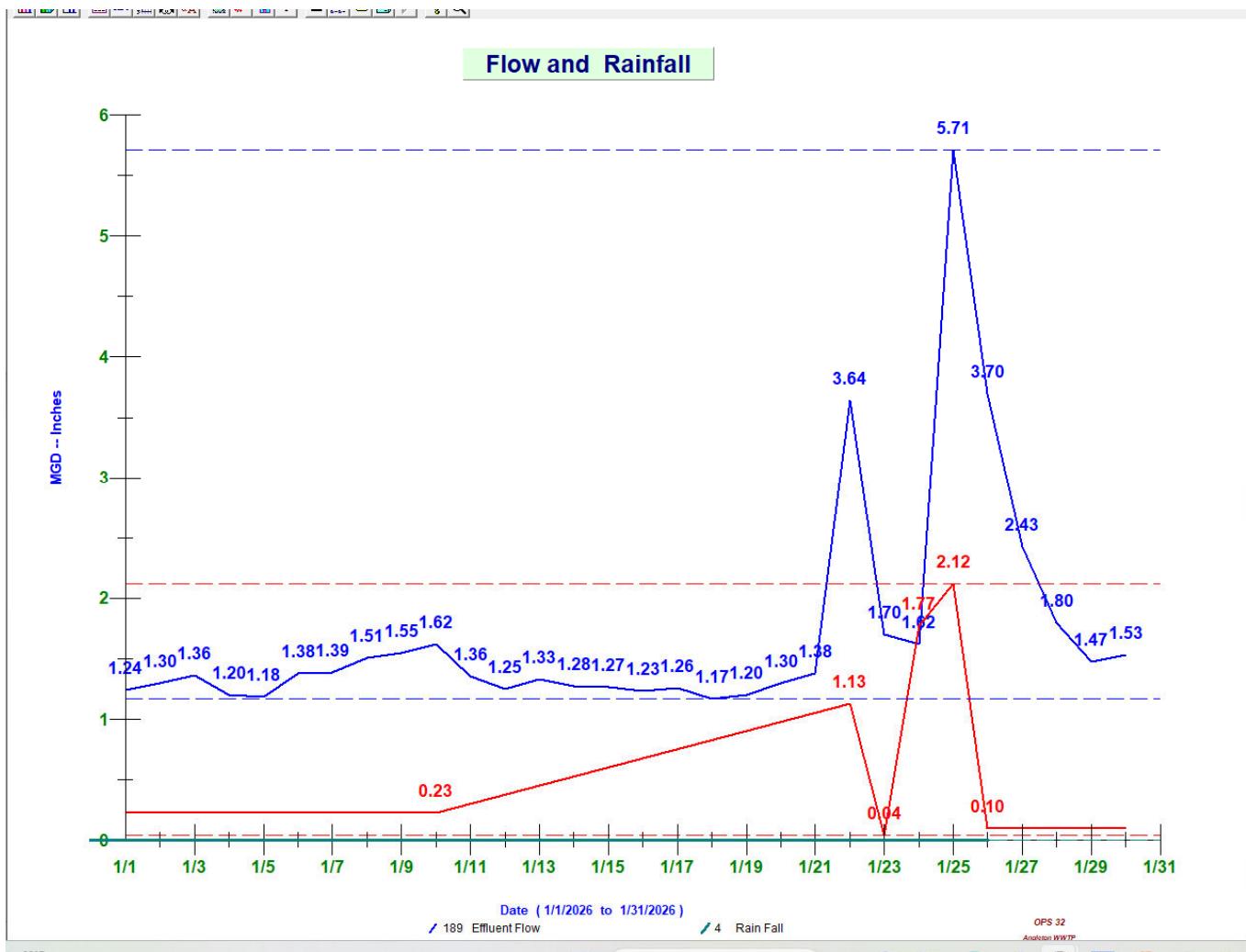
Water - November 2026 Source Water Utilization



Water – Monthly Distribution, 12 Months



Rainfall vs Flow – WWTP December 2026



UTILITY BILLING

2026 JANUARY

| ACCOUNTS | ACTIVE | DISCONNECTED | FINALED | INACTIVE | GRAND TOTAL |
|----------|-----------------|--------------|---------------|-----------|-----------------|
| TOTAL # | 7894 | 122 | 3195 | 25687 | 36898 |
| ARREARS | \$ 301,924.29 | \$ 23,081.57 | \$ 849,055.12 | \$ 153.88 | \$ 1,174,214.86 |
| CURRENT | \$ 1,343,500.60 | \$ 4,316.00 | | | \$ 1,347,816.60 |
| BALANCE | \$ 1,645,424.89 | \$ 27,397.57 | \$ 849,055.12 | \$ 153.88 | \$ 2,522,031.46 |

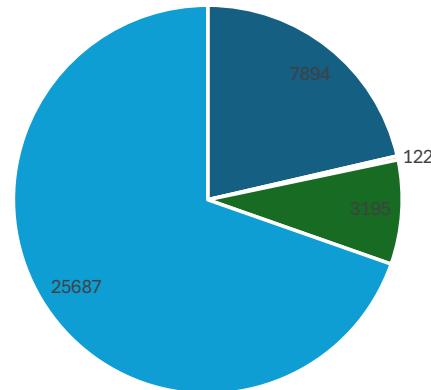
CALCULATION SUMMARY

| | |
|-----------------|-----------------|
| TOTAL CHARGES | \$ 1,351,366.60 |
| DEPOSIT RETURNS | \$ (3,550.00) |
| TOTAL CURRENT | \$ 1,347,816.60 |

ACTIVE ACCOUNT RECONCILIATION

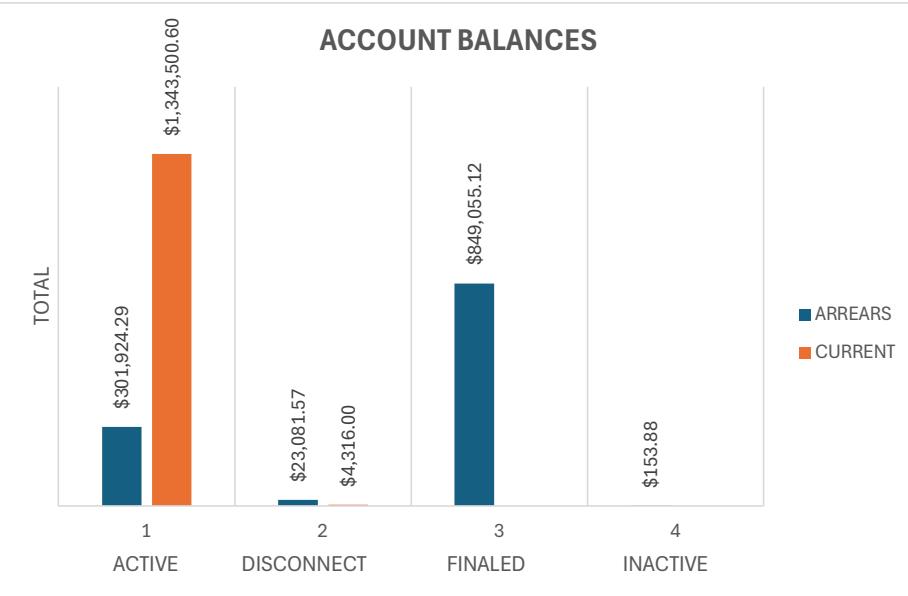
| | |
|------------------------|-----|
| NEW ACCOUNTS | 101 |
| DISCONNECT-NO TRANSFER | 117 |
| DISCONNECT-TRANSFER | 5 |

OF ACCOUNTS



■ ACTIVE ■ DISCONNECTED ■ FINALED ■ INACTIVE

ACCOUNT BALANCES



2025 NOVEMBER

| ACCOUNTS | ACTIVE | DISCONNECTED | FINALED | INACTIVE | GRAND TOTAL |
|----------|-----------------|--------------|---------------|-----------|-----------------|
| TOTAL # | 7865 | 152 | 3085 | 25583 | 36685 |
| ARREARS | \$ 307,233.17 | \$ 29,475.01 | \$ 809,867.21 | \$ 153.88 | \$ 1,146,729.27 |
| CURRENT | \$ 1,518,530.98 | \$ 8,737.42 | | | \$ 1,527,268.40 |
| BALANCE | \$ 1,825,764.15 | \$ 38,212.43 | \$ 809,867.21 | \$ 153.88 | \$ 2,673,997.67 |

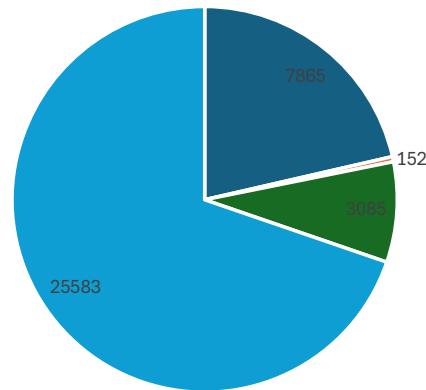
CALCULATION SUMMARY

| | |
|-----------------|-----------------|
| TOTAL CHARGES | \$ 1,536,068.40 |
| DEPOSIT RETURNS | \$ (8,800.00) |
| TOTAL CURRENT | \$ 1,527,268.40 |

ACTIVE ACCOUNT RECONCILIATION

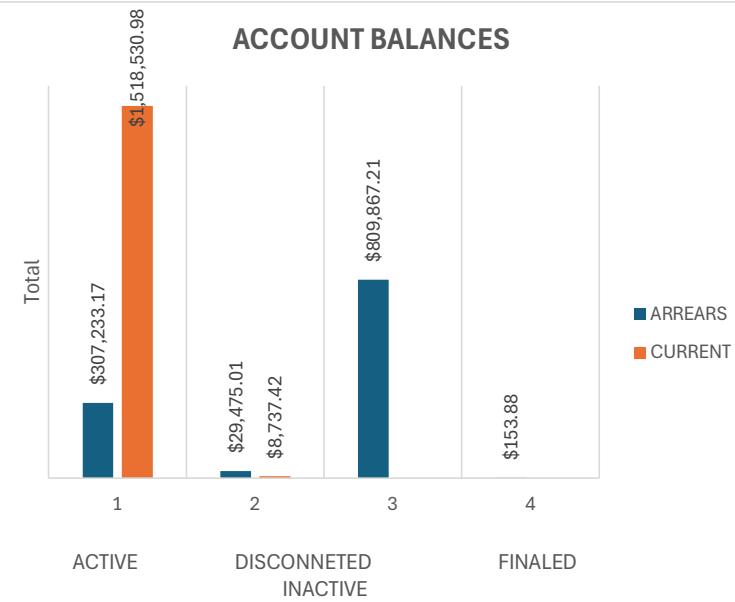
| | |
|------------------------|-----|
| NEW ACCOUNTS | 100 |
| DISCONNECT-NO TRANSFER | 144 |
| DISCONNECT-TRANSFER | 8 |

OF ACCOUNTS



■ ACTIVE ■ DISCONNECTED ■ FINALED ■ INACTIVE

ACCOUNT BALANCES



2025 DECEMBER

| ACCOUNTS | ACTIVE | DISCONNECTED | FINALED | INACTIVE | GRAND TOTAL |
|----------|-----------------|--------------|---------------|-----------|-----------------|
| TOTAL # | 7877 | 149 | 3140 | 25636 | 36802 |
| ARREARS | \$ 274,060.90 | \$ 12,225.67 | \$ 837,993.56 | \$ 153.88 | \$ 1,124,434.01 |
| CURRENT | \$ 1,316,935.10 | \$ 6,238.37 | | | \$ 1,323,173.47 |
| BALANCE | \$ 1,590,996.00 | \$ 18,464.04 | \$ 837,993.56 | \$ 153.88 | \$ 2,447,607.48 |

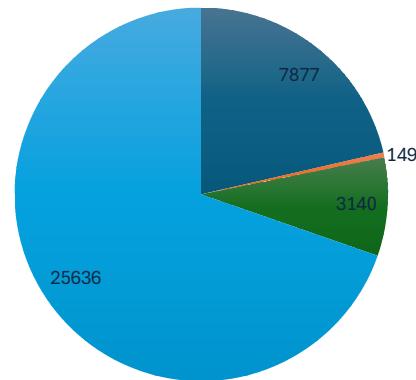
CALCULATION SUMMARY

| | |
|-----------------|-----------------|
| TOTAL CHARGES | \$ 1,326,903.47 |
| DEPOSIT RETURNS | \$ (3,730.00) |
| TOTAL CURRENT | \$ 1,323,173.47 |

ACTIVE ACCOUNT RECONCILIATION

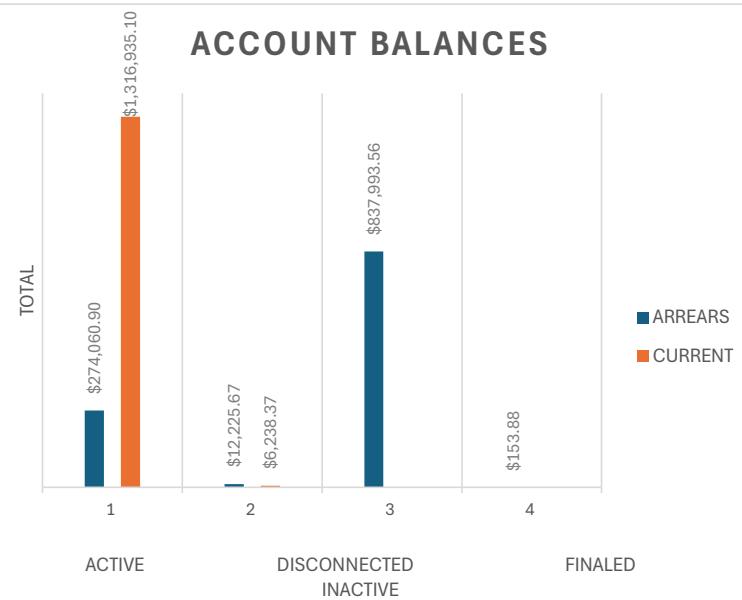
| | |
|------------------------|-----|
| NEW ACCOUNTS | 120 |
| DISCONNECT-NO TRANSFER | 137 |
| DISCONNECT-TRANSFER | 12 |

OF ACCOUNTS



■ ACTIVE ■ DISCONNECTED ■ FINALED ■ INACTIVE

ACCOUNT BALANCES



2026 JANUARY

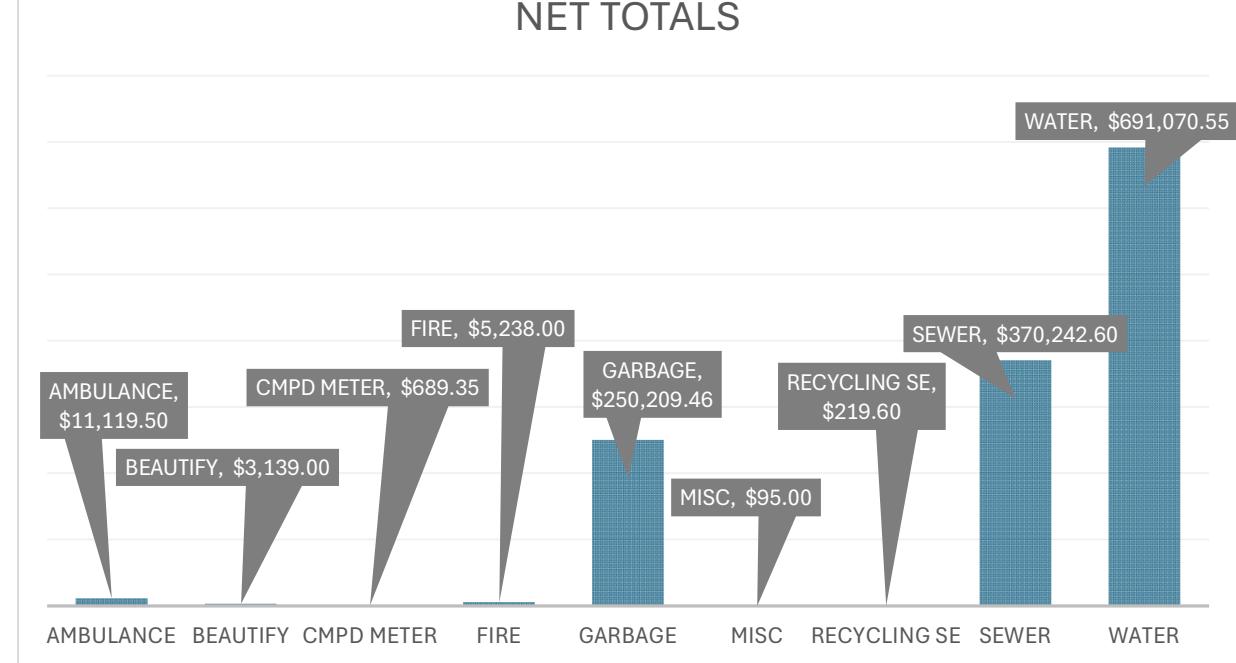
SERVICE CATEGORY TOTALS

| CATEGORY | NUMBER | TOTAL NET | TOTAL TAX | TAXABLE |
|---------------|--------|------------------------|---------------------|----------------------|
| AMBULANCE | 2471 | \$ 11,119.50 | | |
| BEAUTIFY | 3140 | \$ 3,139.00 | | |
| CMPD METER | 11 | \$ 689.35 | | |
| FIRE | 2619 | \$ 5,238.00 | | |
| GARBAGE | 7399 | \$ 250,209.46 | \$ 19,330.41 | \$ 234,549.79 |
| MISC | 5 | \$ 95.00 | | |
| RECYCLING SE | 18 | \$ 219.60 | \$ 13.13 | \$ 158.60 |
| SEWER | 7488 | \$ 370,242.60 | | |
| WATER | 7838 | \$ 691,070.55 | | |
| TOTALS | | \$ 1,332,023.06 | \$ 19,343.54 | \$ 234,708.39 |

CONSUMPTION

| BILLED | UNBILLED | TOTAL |
|-----------|----------|-----------|
| | | |
| 850.00 | | 4631.00 |
| | | |
| | | |
| 450277.00 | | 450277.00 |
| 490793.00 | 1027.00 | 488039.00 |

NET TOTALS



2025 NOVEMBER

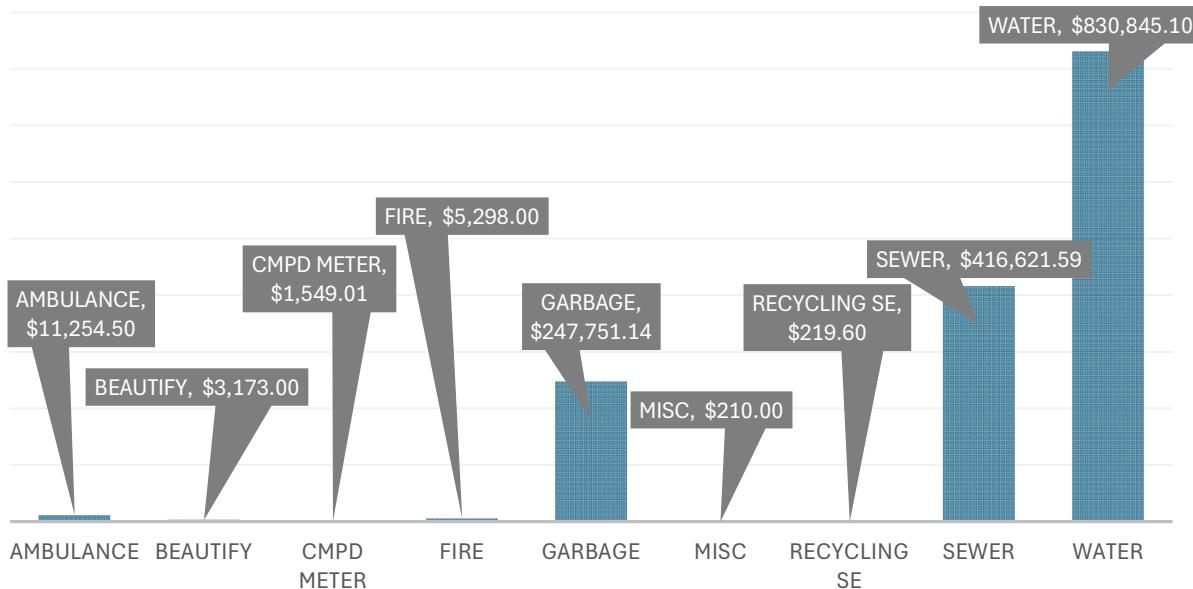
SERVICE CATEGORY TOTALS

| CATEGORY | NUMBER | TOTAL NET | TOTAL TAX | TAXABLE |
|---------------|--------|------------------------|---------------------|----------------------|
| AMBULANCE | 2501 | \$ 11,254.50 | | |
| BEAUTIFY | 3174 | \$ 3,173.00 | | |
| CMPD METER | 11 | \$ 1,549.01 | | |
| FIRE | 2649 | \$ 5,298.00 | | |
| GARBAGE | 7369 | \$ 247,751.14 | \$ 19,133.33 | \$ 232,159.51 |
| MISC | 12 | \$ 210.00 | | |
| RECYCLING SE | 18 | \$ 219.60 | \$ 13.13 | \$ 158.60 |
| SEWER | 7479 | \$ 416,621.59 | | |
| WATER | 7845 | \$ 830,845.10 | | |
| TOTALS | | \$ 1,516,921.94 | \$ 19,146.46 | \$ 232,318.11 |

CONSUMPTION

| BILLED | UNBILLED | TOTAL |
|-----------|-----------|-----------|
| | | |
| 1910.00 | 6284.00 | |
| | | |
| | | |
| 542336.00 | 542336.00 | |
| 602798.00 | 754.00 | 599178.00 |

NET TOTALS



2025 DECEMBER

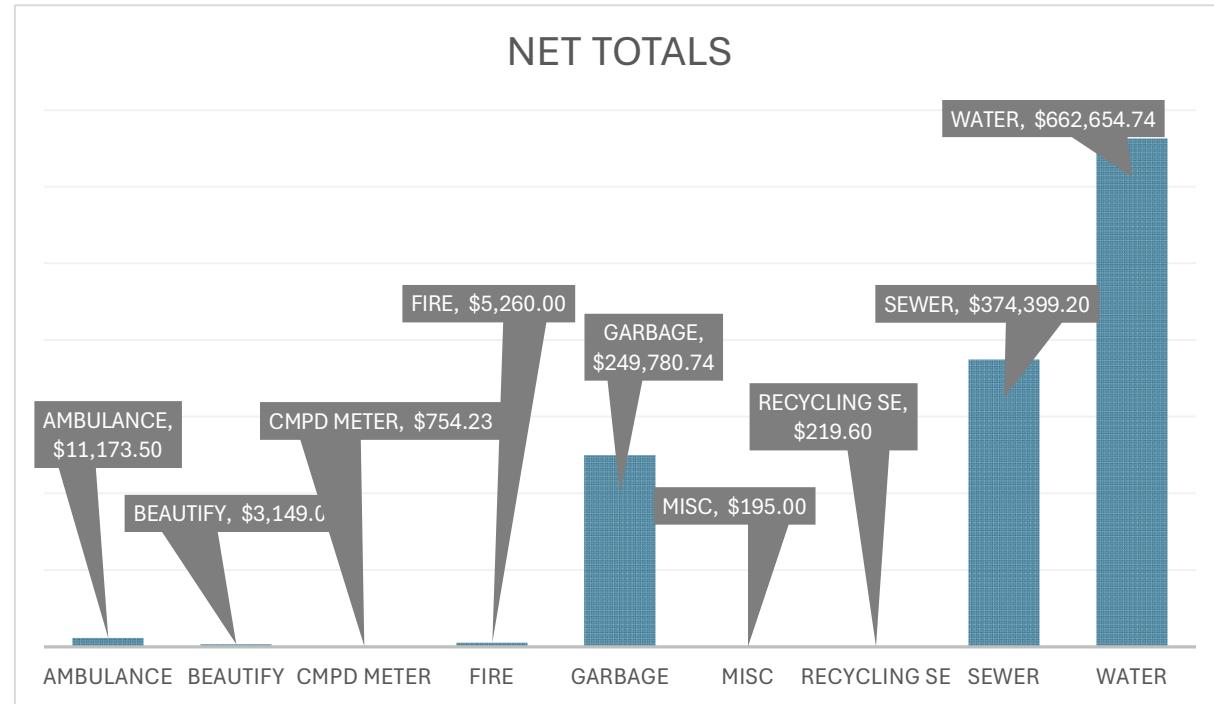
SERVICE CATEGORY TOTALS

| CATEGORY | NUMBER | TOTAL NET | TOTAL TAX | TAXABLE |
|---------------|--------|------------------------|---------------------|----------------------|
| AMBULANCE | 2483 | \$ 11,173.50 | | |
| BEAUTIFY | 3150 | \$ 3,149.00 | | |
| CMPD METER | 11 | \$ 754.23 | | |
| FIRE | 2630 | \$ 5,260.00 | | |
| GARBAGE | 7378 | \$ 249,780.74 | \$ 19,304.33 | \$ 234,232.44 |
| MISC | 9 | \$ 195.00 | | |
| RECYCLING SE | 18 | \$ 219.60 | \$ 13.13 | \$ 158.60 |
| SEWER | 7477 | \$ 374,399.20 | | |
| WATER | 7846 | \$ 662,654.74 | | |
| TOTALS | | \$ 1,307,586.01 | \$ 19,317.46 | \$ 234,391.04 |

CONSUMPTION

| BILLED | UNBILLED | TOTAL |
|-----------|----------|-----------|
| | | |
| 930.00 | | 7019.00 |
| | | |
| | | |
| 449114.00 | | 449114.00 |
| 496331.00 | 689.00 | 490931.00 |

NET TOTALS



2026 JANUARY

REVENUE CODE TOTALS

| R/C | DESCRIPTION | AMOUNT |
|-----|--------------------------|-----------------|
| SVC | | |
| | 100 WATER | \$ 675,531.54 |
| | 101 BEAUTIFICATION | \$ 3,139.00 |
| | 102 WATER | \$ 75.00 |
| | 103 COMPOUND METERS | \$ 689.35 |
| | 105 IMPACT FEES | \$ 15,539.01 |
| | 106 IMPACT FEES | \$ - |
| | 200 SEWER | \$ 336,236.99 |
| | 201 DOMESTIC SEWER | \$ 19,040.85 |
| | 205 SEWER FEE REVENUE | \$ 14,964.76 |
| | 300 GARBAGE | \$ 250,209.46 |
| | 305 RECYCLING COMMERCIAL | \$ 219.60 |
| | 500 AMBULANCE | \$ 11,119.50 |
| | 600 FIRE | \$ 5,238.00 |
| | 761 TWO WEEK CLEAN UP | \$ 20.00 |
| TAX | | |
| | 400 SALES TAX | \$ 19,330.41 |
| | 405 RECYCLING SALES TAX | \$ 13.13 |
| | R/C TOTALS | \$ 1,351,366.60 |

REVENUE TOTALS



2025 NOVEMBER

REVENUE CODE TOTALS

| R/C | DESCRIPTION | AMOUNT |
|-----|--------------------------|---------------|
| SVC | | |
| | 100 WATER | \$ 815,289.96 |
| | 101 BEAUTIFICATION | \$ 3,173.00 |
| | 102 WATER | \$ 150.00 |
| | 103 COMPOUND METERS | \$ 1,549.01 |
| | 105 IMPACT FEES | \$ 15,555.14 |
| | 106 IMPACT FEES | \$ - |
| | 200 SEWER | \$ 366,690.23 |
| | 201 DOMESTIC SEWER | \$ 34,982.60 |
| | 205 SEWER FEE REVENUE | \$ 14,948.76 |
| | 300 GARBAGE | \$ 247,751.14 |
| | 305 RECYCLING COMMERCIAL | \$ 219.60 |
| | 500 AMBULANCE | \$ 11,254.50 |
| | 600 FIRE | \$ 5,298.00 |
| | 761 TWO WEEK CLEAN UP | \$ 60.00 |
| TAX | | |
| | 400 SALES TAX | \$ 19,133.33 |
| | 405 RECYCLING SALES TAX | \$ 13.13 |
| | R/C TOTALS | 1536.068.40 |

REVENUE TOTALS



2025 DECEMBER

REVENUE CODE TOTALS

| R/C | DESCRIPTION | AMOUNT |
|--------------------------|-----------------|--------|
| SVC | | |
| 100 WATER | \$ 647,096.38 | |
| 101 BEAUTIFICATION | \$ 3,149.00 | |
| 102 WATER | \$ 175.00 | |
| 103 COMPOUND METERS | \$ 754.23 | |
| 105 IMPACT FEES | \$ 15,558.36 | |
| 106 IMPACT FEES | \$ - | |
| 200 SEWER | \$ 324,479.89 | |
| 201 DOMESTIC SEWER | \$ 34,975.18 | |
| 205 SEWER FEE REVENUE | \$ 14,944.13 | |
| 300 GARBAGE | \$ 249,780.74 | |
| 305 RECYCLING COMMERCIAL | \$ 219.60 | |
| 500 AMBULANCE | \$ 11,173.50 | |
| 600 FIRE | \$ 5,260.00 | |
| 761 TWO WEEK CLEAN UP | \$ 20.00 | |
| TAX | | |
| 400 SALES TAX | \$ 19,304.33 | |
| 405 RECYCLING SALES TAX | \$ 13.13 | |
| R/C TOTALS | \$ 1,326,903.47 | |

REVENUE TOTALS

