



AGENDA

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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, JULY 13, 2021 AT 6:00 PM, AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

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

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

1. Presentation of employee service awards.
2. Presentation of Proclamations by the Mayor.
3. Presentation of June 2021 Yard of the Month and Business of the Month by Keep Angleton Beautiful.

CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by

the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

- [4.](#) Discussion and possible action to approve the minutes of the Angleton City Council regular called meeting of April 13, 2021 and regular called meeting of April 27, 2021.
- [5.](#) Discussion and possible action on Resolution No. 20210713-005 ratifying the disaster declaration signed by the Mayor on February 15, 2021 and consenting to its continuation through August 14, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
- [6.](#) Discussion and possible action on Resolution No. 20210713-006 ratifying the disaster declaration signed by the Mayor on March 17, 2020 and consenting to its continuation through August 15, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
- [7.](#) Discussion and possible action on Ordinance No. 20210713-007 adopting a consolidated schedule of fees reflecting those fees contained in the Code of Ordinances of the City of Angleton, Texas; providing for repeal; providing for penalty; providing for severability; providing for an effective date.
- [8.](#) Discussion and possible action on any of Governor Abbott's latest executive orders, Brazoria County's emergency declarations and impact on the City of Angleton and how to proceed with city business in the future.
- [9.](#) Discussion and possible action on the TxDOT traffic controller cabinet wrap art recommendations, artist agreements, and authorize the City Manager the documents.
- [10.](#) Discussion and possible action on an offer for certain property(s) held in trust.
- [11.](#) Discussion and possible action on a development agreement with Waterstone Development Group, LLC. for the Kiber Reserve project, waiver of the preliminary acceptance of public improvements, and public improvement acceptance.

REGULAR AGENDA

- [12.](#) Discussion and possible action on a Public Improvement District (PID) policy.
- [13.](#) Discussion and possible action on financial services consulting agreement with Hilltop Securities, Inc. for Public Improvement Districts.
- [14.](#) Discussion on the FY 2021-2022 Proposed Budget.
- [15.](#) Discussion and possible action on the proposed ad valorem tax rate and schedule a public hearing.

ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be

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

CERTIFICATION

I, Frances Aguilar, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, July 9, 2021 by 6:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

/S/ Frances Aguilar

Frances Aguilar, TRMC, MMC
City Secretary

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

Designation of July as Park and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including Angleton, Texas; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Angleton, Texas recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANGLETON, TEXAS that July is recognized as Park and Recreation Month in the city of Angleton.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/13/2021

PREPARED BY: Megan Mainer

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

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, will present Yard of the Month to Eddie and Cindy Garcia-Meitin, at 36 Colony Square, and Business of the Month to Hope Animal Hospital, at 41360 State Hwy 288.

RECOMMENDATION:

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 13, 2021

PREPARED BY: Frances Aguilar

AGENDA CONTENT: Discussion and possible action to approve the minutes of the Angleton City Council regular called meeting of April 13, 2021 and regular called meeting of April 27, 2021.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: EnterTextHere

FUNDS REQUESTED: EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY:

Approve the minutes of the Angleton City Council regular called meeting of April 13, 2021 and regular called meeting of April 27, 2021.

RECOMMENDATION:

Staff recommends Council approve the minutes as presented.



CITY OF ANGLETON
CITY COUNCIL REGULAR MEETING
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, APRIL 13, 2021 AT 6:00 PM

MINUTES

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A REGULAR MEETING ON TUESDAY, APRIL 13, 2021, AT 6:00 P.M, IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Perez called the Council Meeting to order at 6:04 P.M.

PRESENT

Mayor Jason Perez
 Mayor pro-tem John Wright
 Council Member Cecil Booth
 Council Member Mark Gongora
 Council Member Mikey Svoboda
 Council Member Travis Townsend

PLEDGE OF ALLEGIANCE

Council Member Gongora led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Williams Tigner addressed Council regarding the development of the Tigner property.

CEREMONIAL PRESENTATIONS

1. Presentation of employee service awards.
2. Presentation of Proclamations by the Mayor.

CONSENT AGENDA

The following items were acted on in one motion.

3. Discussion and possible action to approve the minutes of the Angleton City Council special called meeting of January 12, 2021, regular called meeting of January 12, 2021, regular called meeting of January 26, 2021, regular called meeting of February 9, 2021,

regular called meeting of February 23, 2021, regular called meeting of March 9, 2021, regular called meeting of March 23, 2021, and special called meeting of March 30, 2021.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved the minutes of the Angleton City Council special called meeting of January 12, 2021, regular called meeting of January 12, 2021, regular called meeting of January 26, 2021, regular called meeting of February 9, 2021, regular called meeting of February 23, 2021, regular called meeting of March 9, 2021, regular called meeting of March 23, 2021, and special called meeting of March 30, 2021. The motion passed on a 6-0 vote.

Item 4 was pulled for discussion.

Item 5 was pulled for discussion.

6. Discussion and possible action on Resolution No. 20210413-006 ratifying the disaster declaration signed by the Mayor on March 17, 2020 and consenting to its continuation through May 17, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved Resolution No. 20210413-006. The motion passed on a 6-0 vote.

7. Discussion and possible action on Resolution No. 20210309-007 ratifying the disaster declaration signed by the Mayor on February 15, 2021 and consenting to its continuation through April 14, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved Resolution No. 20210309-007. The motion passed on a 6-0 vote.

Item 8 was pulled for discussion.

Item 9 was pulled for discussion.

Item 10 was pulled for discussion.

11. Discussion and possible action on the Financial Statements for January 2021.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved the Financial Statements for January 2021. The motion passed on a 6-0 vote.

12. Discussion and possible action on the Financial Statements for February 2021.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved Financial Statements for February 2021. The motion passed on a 6-0 vote.

13. Discussion and possible action on the accounts payable reports for the month of January 2021.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved the accounts payable reports for the month of January 2021. The motion passed on a 6-0 vote.

14. Discussion and possible action on the accounts payable reports for the month of February 2021.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved the accounts payable reports for the month of February 2021. The motion passed on a 6-0 vote.

15. Discussion and possible action on the Quarterly Investment Reports for September 30, 2020 and December 31, 2020.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved the Quarterly Investment Reports for September 30, 2020 and December 31, 2020. The motion passed on a 6-0 vote.

16. Discussion and possible action on an agreement with Brazoria County to lease the Brazoria County Fairgrounds for the Freedom Fireworks and authorize the City Manager to execute the document.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved an agreement with Brazoria County. The motion passed on a 6-0 vote.

17. Discussion and possible action on an Interlocal agreement with Angleton ISD for sharing the Angleton Police Department communication transmission tower.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved an Interlocal agreement with Angleton ISD. The motion passed on a 6-0 vote.

Item 18 was pulled for discussion.

Item 19 was pulled for discussion.

Item 20 was pulled for discussion.

21. Discussion and possible action on the Assignment and Sale Agreement between Angleton Green Trails, LLC. and Texas PID Financing I, LLC and authorize the City Manager to execute the document.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved the Assignment and Sale Agreement between Angleton Green Trails, LLC. and Texas PID Financing I, LLC and authorize the City Manager to execute the document. The motion passed on a 6-0 vote.

Item 22 was pulled for discussion.

Item 23 was pulled for discussion.

Item 24 was pulled for discussion.

Item 25 was pulled for discussion.

REGULAR AGENDA

4. Discussion and possible on Resolution No. 20210413-004 designating two (2) representatives to the Brazoria County Joint Airport Zoning Board.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved Resolution No. 20210413-004. The motion passed on a 6-0 vote.

5. Discussion and possible action on Resolution No. 20210413-005 supporting the presentation of planning, zoning, and other development related agenda items to council on a date certain.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved Resolution No. 20210413-005. The motion passed on a 6-0 vote.

8. Discussion and possible action on Resolution No. 20210413-008 authorizing the submission of a water reclamation grant.

Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved Resolution No. 20210413-008. The motion passed on a 6-0 vote.

9. Discussion and possible action on Ordinance No. 20210413-009 amending the City of Angleton Code of Ordinances to update state law reference citations that have been changed by the Texas Legislature.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved Ordinance No. 20210413-009. The motion passed on a 6-0 vote.

10. Discussion and possible action on an Ordinance No. 20210413-010 amending Chapter 17 – Parks and Recreation, Article 1. – In General of the Code of Ordinances of Angleton, Texas; adding “Section 17-2. – Standards of Care” to Chapter 17 – Parks and Recreation, Article 1. – In General of the code of Ordinances of the City of Angleton, Texas; defining minimum standards of care by which the City of Angleton, Texas, and its Parks and Recreation Department will operate its youth recreational programs; providing for an annual review and adoption date thereafter; providing severability; providing for repeal; and providing an effective date.

Upon a motion by Council Member Townsend and seconded by Council Member Gongora, Council approved Ordinance No. 20210413-010. The motion passed on a 6-0 vote.

18. Discussion and possible action on the Lakeside Park site plan.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved the Lakeside Park site plan. The motion passed on a 6-0 vote.

19. Discussion and possible action to award a contract to C3 Constructors for the Oyster Creek WWTP Headworks Improvements project in the amount of \$563,000.00 and authorize the City Manager to execute the document.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council awarded a contract to C3 Constructors in the amount of \$563,000.00 and authorized the City Manager to execute the document. The motion passed on a 6-0 vote.

20. Discussion and possible action to award a contract to BL Technology, Inc. for the SCADA Phase II Improvements project in the amount of \$178,987.00 and authorize the City Manager to execute the document.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council awarded a contract to BL Technology, Inc. in the amount of \$178,987.00 and authorized the City Manager to execute the document. The motion passed on a 6-0 vote.

22. Discussion and possible action on the Gifford Meadows Development Agreement.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council approved the Gifford Meadows Development Agreement. The motion passed on a 6-0 vote.

23. Discussion and possible action on the Final Replat of Kiber Reserve Phase 1.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the Final Replat of Kiber Reserve Phase 1, subject to the plat review. The motion passed on a 6-0 vote.

24. Discussion and possible action on the Windrose Green Section 3 Preliminary Plat.

Upon a motion by Council Member Booth and seconded by Council Member Svoboda, Council approved Windrose Green Section 3 Preliminary Plat. The motion passed on a 4-2 vote. Mayor pro-tem Wright and Council Member Townsend voted against.

25. Discussion and possible action on a Planning Services Contract with Gunda Corporation.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council approved the Planning Services Contract with Gunda Corporation. The motion passed on a 6-0 vote.

Mayor Perez recessed the Council Meeting at 8:21 P.M.

Mayor Perez reconvened the Council Meeting back to order at 8:32 P.M.

PUBLIC HEARINGS AND ACTION ITEMS

26. Conduct a public hearing, discussion, and possible action on Ordinance No. 20210413-026 amending Section 28-109 of the City of Angleton Code of Ordinances related to the definition of home occupations to allow gunsmithing and firearms sales as permissible home occupations.

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

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

Upon a motion Mayor pro-tem Wright and seconded by Council Member Booth, the Council approved Ordinance No. 20210413-026. The motion passed on 6-0 vote.

27. Conduct a public hearing, discussion, and possible action on Ordinance No. 20210413-027 rezoning Chapter 28 Zoning Article III Zoning Districts Section 28-60 Light Industrial District (LI) to Article III Zoning Districts Section 28-43 Single Family Estate Residential 20 District (SFE-20) of the Code of Ordinances City of Angleton, Texas; providing a severability clause; providing for a penalty; and providing for repeal and an effective date.

Upon a motion by Council Member Booth and seconded by Council Member Gongora, the Council opened the public hearing. The motion passed on 6-0 vote.

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

Upon a motion Mayor pro-tem Wright and seconded by Council Member Svoboda, the Council approved Ordinance No. 20210413-027. The motion passed on 6-0 vote.

28. Conduct a public hearing, discussion and possible action on Ordinance No. 20210413-028 adopting the "Downtown Angleton Livable Center Study".

Presentation was provided by Dawn Warrick with Freese and Nichols, Inc.

Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, the Council opened the public hearing. The motion passed on 6-0 vote.

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

Upon a motion Mayor pro-tem Wright and seconded by Council Member Gongora, the Council approved Ordinance No. 20210413-028. The motion passed on 6-0 vote.

REGULAR AGENDA

29. Discussion and possible action on a credit toward Parkland Dedication Fees for Kiber Reserve Pond by Waterstone Development.

Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council denied credit toward Parkland Dedication Fees for Waterstone Development. The motion passed on a 4-2 vote. Mayor Perez and Council Member Booth voted against.

30. Presentation on the Austin Colony project.

Presentation was provided by Wayne L. "Sandy" Rea, II of Tejas-Angleton Development, LLC.

31. Presentation on the Freedom Park Master Plan program findings by Burditt Consulting.

Presentation was provided by Claudia Walker with Burditt Consulting.

32. Discussion and possible action on Gateway Master Plan.

Presentation was provided by Jason Miller with Clark Condon.

33. Discussion and possible action on amending Chapter 28 Zoning of the Code of Ordinances and amending the zoning map.

No action taken.

34. Discussion on TxDOT Transportation Alternative Set-Aside (TA) Program for sidewalks.

No action taken.

35. Discussion on possible action on the direction and guidelines FY 2021-2022 Budget.

No action taken.

36. Discussion and possible action on any of Governor Abbott's latest executive orders, Brazoria County's and the City's emergency declarations and impact on the City of Angleton and how to proceed with city business in the future.

No action taken.

ADJOURNMENT

The meeting was adjourned at 12:47 A.M.

These minutes were approved by Angleton City Council on this the 13th day of July 2021, upon a motion by XX, seconded by XX. The motion passed on a 6-0 vote.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL REGULAR MEETING
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, APRIL 27, 2021 AT 6:00 PM

MINUTES

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A REGULAR MEETING ON TUESDAY, APRIL 27, 2021, AT 6:00 P.M, IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Perez called the Council Meeting to order at 6:01 P.M.

PRESENT

Mayor Jason Perez
 Mayor pro-tem John Wright
 Council Member Cecil Booth
 Council Member Mark Gongora
 Council Member Travis Townsend

ABSENT

Council Member Mikey Svoboda

DECLARATION OF A QUORUM AND CALL TO ORDER

Council Member Townsend led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Council Member Booth led the invocation.

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CEREMONIAL PRESENTATIONS

1. Presentation of Proclamations by the Mayor.
Proclamation was presented to United Way of Brazoria County.
2. Presentation of April 2021 Yard of the Month and Business of the Month by Keep Angleton Beautiful.

Presentation was made for Yard of the Month too Jo Roberts White and Business of the Month to Dees Financial Services.

3. Presentation of Employee Service Awards.

Presentation was made to Ernest Roberts for 5 years of service, and Thomas Hall for 10 years.

4. Presentation of the Municipal Clerk's Office Achievement of Excellence Award.

Presentation was made to Frances Aguilar, City Secretary.

CONSENT AGENDA

The following items were acted on in one motion.

5. Discussion and possible action on Ordinance No. 20210427-005 amending the fiscal year 2019-2020 budget to include the general fund, the street fund, the water fund, and miscellaneous minor funds; declaring a public necessity; providing a severability clause; providing an open meetings clause and an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved Ordinance No. 20210427-005. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

6. Discussion and possible action on Resolution No. 20210427-006 declaring property salvage or surplus and authorizing the disposal or sale of certain items of surplus or salvage property, providing an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved Resolution No. 20210427-006. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

Item 7 was pulled for discussion.

Item 8 was pulled for discussion.

9. Discussion and possible action on continuing the participation in the Brazoria County CDBG and HOME Program for Federal FY 2022-2024.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved continuing the participation in the Brazoria County CDBG and HOME Program for Federal FY 2022-2024. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

Item 10 was pulled for discussion.

REGULAR AGENDA

7. Discussion and possible action on Resolution No. 20210427-007 authorizing the submission of a Downtown Revitalization Grant to Texas Department of Transportation (TxDOT) for improvements to Velasco Street; and declaring an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved Resolution No. 20210427-007. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

8. Discussion and possible action to award a contract to Wilson Building Services, Inc. for the E. Cedar Street Sidewalk Project, not to exceed \$80,000.00 and authorize the City Manager to execute the document.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council awarded the contract to Wilson Building Services, Inc. for the E. Cedar Street Sidewalk Project, not to exceed \$80,000.00 and authorized the City Manager to execute the document. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

10. Discussion and possible action on amending the Hazard Mitigation Action Plan.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved amending the Hazard Mitigation Action Plan. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

11. Presentation on Gifford Meadows Public Improvement District (PID).

Presentation was made by Scott Bean, Partner with Hawes Hill and Associates, LLP.

12. Discussion on Public Improvement Districts (PID) and Tax Increment Reinvestment Zones (TIRZ).

Discussion was held on how a PID works in conjunction with a TIRZ.

13. Discussion and possible action on the FY 2019-2020 Financial Audits.

Presentation was made by Joe Huang, CPA - Audit Manager with Belt, Harris, Pechacek, LLLP.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved FY 2019-2020 Financial Audits. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

14. Discussion and possible action on a proposal for the Lakeside Park bidding and construction phase services and authorizing the City Manager to execute the proposal.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council approved the proposal to Clark Condon and authorized the City Manager to execute the proposal. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

- 15. Discussion and possible action on a mass gathering and closure of Bates Park for the 2021 USA Softball - Texas 6U State Tournament.

Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council approved the mass gathering and closure of Bates Park for the 2021 USA Softball - Texas 6U State Tournament contingent on a Mass Gathering Permit and waiving the payment of associated fees and working with staff on funding the event, using HOT funds. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

- 16. Discussion and possible action on any of Governor Abbott’s latest executive orders, Brazoria County’s emergency declarations and impact on the City of Angleton and how to proceed with city business in the future.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved the list of expenditures:

Unleaded Fuel (Stored at PD)	\$2,895.22
Station 3 generator install	\$5,000.00
Police Department Dispatch upgrade	\$70,000.00
Backup generator connection for rec center	\$29,212.85
8 Air pack replacements	\$52,000.00
Freedom Park Bleacher Shades	\$59,392.00
Repair/replace shade at Freedom Park	\$10,500.00
Wastewater Treatment Plant Lab	\$124,000.00
WWTP Asbestos Survey / Cleanup	\$25,000.00
Kitchen for Service Center	\$6,000.00

Council directed Staff to prioritize the following:

TPW Grant administration	\$51,400.00
Automatic Door Locks at all park restrooms	\$10,000.00
Epoxy Coating Station 3 Bay floors	\$28,000.00
Station 1 Media Room update	\$10,000.00
Court renovations	\$25,000.00
PD Parking lot striping	\$1,004.25
Sidewalk Project	\$80,000.00
Solar Lights	\$60,000.00
Police Department Bank Fence Project	\$2,700.00
GIS System Plotter	\$8,738.92
Donation to Actions	\$5,000.00
City Hall and PD Disposal	\$2,000.00

The motion passed on a 5-0 vote. Council Member Svoboda was absent.

ADJOURNMENT

The meeting was adjourned at 9:26 P.M.

These minutes were approved by Angleton City Council on this the 13th day of July 2021, upon a motion by XX, seconded by XX. The motion passed on a 6-0 vote.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 07/13/2021

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20210713-005 ratifying the disaster declaration signed by the Mayor on February 15, 2021 and consenting to its continuation through August 14, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date. (LaMont)

AGENDA ITEM SECTION: Consent Agenda

BUDGETTED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Extending the Mayor’s Winter Storm February 2021 Declaration until August 14, 2021.

RECCOMENDATION:

Staff recommends council approving this Resolution.

RESOLUTION NO. 20210713-005

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, RATIFYING THE DISASTER DECLARATION SIGNED BY THE MAYOR ON FEBRUARY 15, 2021 AND CONSENTING TO ITS CONTINUATION THROUGH AUGUST 14, 2021; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on February 15, 2021, Mayor Jason Perez, acting in accordance with authority granted to him under Section 418.108(a) of the Texas Government Code and the City’s Home Rule Charter, declared a local state of disaster for the City due to damages caused by an intense winter storm system that brought record cold temperatures, freezing conditions including severe ice, and snow, harsh weather conditions, and prolonged, widespread power outages; and

WHEREAS, Section 418.108(b) of the Texas Government Code the City of Angleton, consenting to the renewal and continuation of the declaration of disaster for thirty days; and

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

WHEREAS, the City Council supports the disaster declaration signed by Mayor Jason Perez on February 15, 2021 and consents to its continuation.

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

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

SECTION 2. That a local state of disaster is hereby declared for the City of Angleton, Texas pursuant to §418.108(a) of the Texas Government Code, and the City Council hereby consents to its continuation through August 14, 2021, or until such time as it is terminated by the Mayor provided that the Mayor gives City Council seventy-two hours’ notice of proposed termination.

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

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

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

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

RESOLUTION NO. 20210713-005

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PASSED AND APPROVED THIS THE 13th DAY OF JULY 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 07/13/2021

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20210713-006 ratifying the disaster declaration signed by the Mayor on March 17, 2020 and consenting to its continuation through August 15, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date. (LaMont)

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

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

RECCOMENDATION:

Staff recommends council approving this Resolution.

RESOLUTION NO. 20210713-006

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, RATIFYING THE DISASTER DECLARATION SIGNED BY THE MAYOR ON MARCH 17, 2020 AND CONSENTING TO ITS CONTINUATION THROUGH AUGUST 15, 2021; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 2. That a local state of disaster for public health is hereby declared for the City of Angleton, Texas pursuant to §418.108(a) of the Texas Government Code, and the City Council hereby consents to its continuation through August 15, 2021, or until such time as it is terminated by the Mayor provided that the Mayor gives City Council seventy-two hours' notice of proposed termination.

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

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

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

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

RESOLUTION NO. 20210713-006

Page 2 of 2

PASSED AND APPROVED THIS THE 13th DAY OF AUGUST 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: July 13, 2021

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

AGENDA CONTENT: Discussion and possible action on Ordinance No. 20210713-007 adopting a consolidated schedule of fees reflecting those fees contained in the Code of Ordinances of the City of Angleton, Texas; providing for repeal; providing for penalty; providing for severability; providing for an effective date.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

City staff has compiled a comprehensive schedule of fees, supported by the City's Code of Ordinances, into one user-friendly document. Presently, fees are found throughout the City's Code of Ordinances that can be cumbersome and difficult for users to find.

The goal of compiling all fees found in the City's Code into one document is to create a single-source reference of fees to reduce research time and provide a better service to the public and all users of the City's Code.

The proposed schedule has been reviewed and approved by all City department heads and the City's legal counsel. Once adopted, this document will be a "living" document that can be changed as needed with Council action. An ordinance with all fees reflective of the proposed consolidated fee schedule is provided for adoption.

RECOMMENDATION:

Staff recommends Council approve Ordinance No. 20210713-007.

ORDINANCE NO. 20210713-007

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ADOPTING A CONSOLIDATED SCHEDULE OF FEES REFLECTING THOSE FEES CONTAINED IN THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS; PROVIDING FOR REPEAL; PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 54.004 of the Local Government Code, a home-rule municipality may enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, pursuant to Section 2.01 of the Home Rule Charter of the City of Angleton, Texas, the City of Angleton, Texas, may make and may pass ordinances for the protection and maintenance of good government, the peace and welfare of the community, and for the performance and functions thereof; and

WHEREAS, the City Council of the City of Angleton, Texas, constantly reviews the Code of Ordinances of the City of Angleton, Texas, to identify opportunities to refine and improve such Code of Ordinances; and

WHEREAS, the City Council of the City of Angleton, Texas, desires to amend such Code of Ordinances to provide for a uniform and consolidated schedule of fees; and

WHEREAS, the City Council of the City of Angleton, Texas, finds and determines that the adoption of a consolidated schedule of fees and of conforming amendments and additions to the Code of Ordinances of the City of Angleton, Texas, necessary to preserve the good government, order, and security of the City of Angleton, Texas, and its inhabitants.

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

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

SECTION 2. Chapter 1 – General Provisions, “Section 1-2. – Definitions and rules of construction.” of the Code of Ordinances of the City of Angleton, Texas, is amended by adding a new definition to read as follows:

“Fee schedule. The words “fee schedule” or “schedule of fees” shall mean the most recent fee schedule adopted by the City Council, including any amendments. An official copy of the fee schedule shall be kept on file in the office of the City Secretary and may be published on the City’s website. In the event of a conflict between the fee schedule kept on

file with the City Secretary and the fee schedule published on the City’s website, the copy on file with the City Secretary shall control.”

SECTION 3. The Code of Ordinances, City of Angleton, Texas is hereby amended by adding the following:

An Article to Chapter 2 – Administration, to be numbered Article X. – Fee Schedule of the Code of Ordinances of the City of Angleton, Texas, which said article and corresponding section(s) shall read as follows:

“ARTICLE X. – FEE SCHEDULE

Sec. 2-266. – Fee Schedule.

The City Council shall establish a fee schedule for permits, licenses, and for the services necessary to be performed as provided for under the provisions of this Code of Ordinances of the City of Angleton, Texas.

- (1) All fee schedules established by City Council shall be established by ordinance and shall be promulgated by filing a copy with the City Secretary, a copy of which may be published on the City’s website.
- (2) Any person who, in any way, shall fail to comply with any fee, fee schedule, or schedule of fees adopted under the provisions as herein set out shall be deemed in violation of the terms and provisions of this Code of Ordinances and may be prosecuted accordingly.
- (3) In the event of a conflict between the fee schedule kept on file with the City Secretary and the fee schedule published on the City’s website, the copy on file with the City Secretary shall control.”

SECTION 4. That Chapter 3 – Alcoholic Beverages, Sec. 3-2 – “License required.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 3-2. License required.

- (a) The city does levy a license fee pursuant to the fee schedule of the City of Angleton on every person permitted by V.T.C.A. Alcoholic Beverage Code § 61.36 unless prohibited by state law.”

SECTION 5. That Chapter 3 – Alcoholic Beverages, Sec. 3-3 – “Permit required.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 3-3. Permit required.

- (a) A permit fee shall be assessed on every person doing business in the city as set forth in the fee schedule of the City of Angleton and as permitted by the State Alcoholic Beverage Code.

SECTION 6. That Chapter 4 – Animals, Article I. – In General, Division 1. – Generally, Sec. 4.5 – “Livestock.”, Subsection (a)(3) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 4-5. – Livestock.

- (a) It shall be unlawful for a person to keep any swine within the city limits except in a zoning district in which a stockyard or stable is permitted or the following exception:

...

- (3) Every owner of a domesticated miniature potbellied pig shall obtain a license for such pig within seven days after bringing such pig into the city and annually thereafter. The license fee is set forth in the fee schedule of the City of Angleton. The provisions of article II, sections 4-26 through 4-47 shall apply to the license and registration required under this chapter.”

SECTION 7. That Chapter 4 – Animals, Article I. – In General, Division 2. – Domestic Fowl and Rabbits, Sec. 4.16 – “Permit fee permit application and inspection of premises.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 4-16. – Permit fee permit application and inspection of premises.

- (a) A permit application fee and subsequent yearly renewal fee will be assessed as set forth in the fee schedule of the City of Angleton. Senior citizens 55 years of age or older, persons with a disabled property tax exemption, and persons who receive Social Security disability benefits are exempt from paying any permit fee but must submit a permit application and comply with all provisions contained in this division.”

SECTION 8. That Chapter 4 – Animals, Article III. – Impoundment, Sec. 4-80. – “Impoundment fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 4-80. Impoundment fees.

- (a) Minimum impoundment fees are set forth in the fee schedule of the City of Angleton. If actual cost to the city is more than the minimum, the city will recover the actual costs from the owner of the animal.
- (b) A daily handling fee shall be charged for every day, or fraction thereof, that an animal is at the animal shelter. Said fee shall be based upon the class of animal enumerated in Subsection (a), above, and shall be payable pursuant to the fee schedule of the City of Angleton.

- (c) If the animal is kept in any other facility, the owner shall pay the additional cost of that facility directly to that facility.”

SECTION 9. That Chapter 4 – Animals, Article III. – Impoundment, Sec. 4-81. – “Adoption of impounded animal.”, Subsection (a)(4) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 4-81. – Adoption of impounded animal.

- (a) An individual may adopt an animal from the city animal shelter under the following conditions:

...

- (4) The fee for adoption shall be payable as set forth in the fee schedule of the City of Angleton. This fee shall include vaccinations, microchipping, worming, flea treatment and one month of heartworm preventative. The purchaser of any animal must have it spayed or neutered and vaccinated for rabies within 30 days after purchase, or animal services shall have the right of immediate return of the animal to the animal shelter.”

SECTION 10. That Chapter 4 – Animals, Article V. – Commercial Enterprises, Division 1. – Generally, Sec. 4-121. – “Permit fees.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 4-121. – Permit fees.

- (a) Permitting fees for show, exhibition, grooming, dealing (retail and wholesale distributor), commercial (not covered by dealer), and commercial stables shall be payable as laid out in the fee schedule of the City of Angleton.”

SECTION 11. That Chapter 4 – Animals, Article V. – Commercial Enterprises, Division 2. – Kennels, Sec. 4-137. – “License fee, issuance; violations.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 4-137. – License fee, issuance; violations.

- (a) Upon approval of such application by the city council, the city secretary shall notify such applicant to pay a kennel fee as laid out in the fee schedule of the City of Angleton.”

SECTION 12. That Chapter 5 – Buildings and Building Regulations, Article II. – Administration, Sec. 5-16. – “Building permit and inspection fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 5-16. – Building permit and inspections fees.

All fees for building permits (residential, commercial, and industrial) shall be paid at the time of filing application for such permit. The amount of such fee shall be based on the cost of construction in the amounts listed in the fee schedule of the City of Angleton. Permit fees shall be doubled for projects that begin without a permit.”

SECTION 13. That Chapter 5 – Buildings and Building Regulations, Article II. – Administration, Sec. 5-17 – “Permit for pouring driveways or other flatwork.”, Subsection (d) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 5-17. – Permit for pouring driveways or other flatwork.

...

- (d) *Enforcement.* The code enforcement officer for the City of Angleton shall be responsible for enforcing this section and assessing and collecting a fee for each driveway or flatwork permit as laid out in the fee schedule of the City of Angleton. In the event that a driveway or other flatwork is poured or constructed without obtaining a permit, the code enforcement officer, upon discovery of same, shall assess a fee as laid out in the fee schedule for City of Angleton at the time the driveway or other flatwork is discovered.”

SECTION 14. That Chapter 5 – Buildings and Building Regulations, Article II. – Administration, Sec. 5-19. – “Registration of contractors and others providing construction or labor on building, remodeling, or repair to structures, exceptions.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 5-19. – Registration of contractors and others providing construction or labor on building, remodeling, or repair to structures, exceptions.

- (a) Any person, firm, corporation or other legal entity that is required to secure a permit from or the consent of any administrative department within the corporate structure of the city, prior to commencing any construction, repair, work, labor or service shall be required to register with the city and furnish the appropriate department head having the authority to issue said permit, or the authority to give the necessary consent, valid certificates of insurance evidencing that said person, firm, corporation or other legal entity has in full force and effect a valid policy of public liability insurance or builders risk insurance to be issued by an insurance company licensed to do business in the State of Texas. The public liability insurance policy shall provide liability insurance in an amount not less than \$300,000.00 for injuries in any one accident, not less than \$100,000.00 for injury to any one person and not less than \$250,000.00 for property damage. The builders risk insurance shall provide coverage in the amount of the job cost. The registration fee shall be as listed in the fee schedule of the City of Angleton and payable prior to obtaining any permit

for construction work inside the city limits. The registration shall be good for one year from the time of issuance and cover any permits issued during the time it is valid. The registration shall expire at the end of one year from the registration date. The valid registration shall be revoked, at any time during the year of its validity if the liability insurance policy or builder risk insurance is canceled. It shall be unlawful for any person, firm, corporation or other legal entity to build, alter, repair or remodel any building, structure, or concrete paving without having first registered with the building department and providing a copy of their construction liability or builders risk insurance.”

SECTION 15. That Chapter 5 – Buildings and Building Regulations, Article V. – Electrical, Division 6. – Permits, Sec. 5-147. – “Electrical permit fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 5-147. – Electrical permit fees.

The holder of the master electrician’s license making or supervising any installation, alteration or change of the electrical wiring and apparatus in any building within the jurisdiction of the city shall pay the city through the code enforcement department inspections fees in the amount(s) listed in the fee schedule of the City of Angleton for each of the items disclosed by the permit application. In any case, the minimum permit fee charged shall be \$20.00.”

SECTION 16. That Chapter 5 – Buildings and Building Regulations, Article VI. – Mechanical Code, Division 5. – Permits and Inspections, Sec. 5-227. – “Mechanical permit fees.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 5-227. – Mechanical permit fees.

- (a) The person requesting a permit under this article may pay the city through the code enforcement department mechanical permitting fees in the amount(s) listed in the fee schedule of the City of Angleton. In any case, the minimum permit fee charged shall be \$20.00.”

SECTION 17. That Chapter 5 – Buildings and Building Regulations, Article VII. – Plumbing, Division 5. – Permits, Tests and Inspections, Sec. 5-334. – “Plumbing permit fees.”, Subsection (b) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 5-334. – Plumbing permit fees.

...

- (b) The permitting and inspections fees provided herein are laid out in the fee schedule of the City of Angleton.”

SECTION 18. That Chapter 5 – Buildings and Building Regulations, Article VIII. – Swimming Pools, Sec. 5-497. – “Same—Amendments.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 5-497. – Same—Amendments.

- (a) *Section 105.6* of the Standard Swimming Pool Code is hereby amended to read as follows:

“Schedule of Fees:

Please refer to the fee schedule of the City of Angleton.”

SECTION 19. That Chapter 5 – Buildings and Building Regulations, Article X. – Moving or Wrecking of Buildings, Sec. 5-526. – “Permit—Required.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 5-526. – Permit—Required.

- (a) It shall hereafter be unlawful for any person to move or cause to be moved a house or building from one location to another within the city or to move a house or building from without the city to a location within the city or to move a house or building within the city to a point outside the city without first securing a permit as set forth in the fee schedule of the City of Angleton.
- (b) It shall hereafter be unlawful for any person to wreck or dismantle any house or building within the city without securing a permit as set forth in the fee schedule of the City of Angleton.”

SECTION 20. That Chapter 5 – Buildings and Building Regulations, Article X. – Moving or Wrecking of Buildings, Sec. 5-529. – “Fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 5-529. - Fees.

The building department will issue the permit required in subsection 5-526(a) upon the payment of a permit fee as set forth in the fee schedule of the City of Angleton.”

SECTION 21. That Chapter 5 – Buildings and Building Regulations, Article XI. – Alarm Systems, Sec. 5-547. – “Registration permits.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 5-547. – Registration permits.

- (a) Any person operating or causing to be operated an alarm system or a fire alarm must apply to the police chief for a permit and pay the requisite fee as listed in the fee schedule of the City of Angleton. The initial residential fee shall be prorated from the date the permit is issued until December 31, and the fee must be paid before a residence may use an alarm system in the City of Angleton. The initial commercial permit shall be prorated from the date the permit is issued until December 31, and the fee must be paid before a business may use an alarm system in the City of Angleton.”

SECTION 22. That Chapter 5- Buildings and Building Regulations, Article XI. – Alarm Systems, Sec. 5-553. – “Fees and fines.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 5-553. – Fees and fines.

A fine will be assessed to the alarm user of an alarm system or fire alarm for each response by the city to each false alarm as laid out in the fee schedule of the City of Angleton. The calculation of false alarms is done by using the preceding 12-month period from when the false alarm occurred, this is also known as the reckoning period. The person designated by the city manager to collect fees and fines for false alarms will furnish to the city attorney a list of those alarm users who have failed to pay their assessed fines or fees for false alarms. The city attorney will take appropriate action for collection.”

SECTION 23. That Chapter 5- Buildings and Building Regulations, Article XIII. – Pipeline Regulations, Sec. 5-609. – “Fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 5-609. – Fees.

The fees for permits and inspections of pipelines are fixed and established for the respective purposes as listed in the fee schedule of the City of Angleton.”

SECTION 24. That Chapter 7 – Fire Prevention and Protection, Article I. – In General, Sec. 7-3. – “Permit fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 7-3. – Permit fees.

The amount of any fee created in this chapter or referenced in the technical codes shall be specified in the fee schedule of the City of Angleton. Any permit that does not have a set fee by council shall have a fee from this day forward and will have a fee of \$20.00.”

SECTION 25. That Chapter 7 – Fire Prevention and Protection, Article VI. – Life and/or Safety Hazards, Sec. 7-94. – “Permit fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 7-94. – Permit fees.

No permit shall be issued by the fire marshal’s office until the applicable fees set forth in the fee schedule of the City of Angleton have been paid; and no work will commence until the permit has been issued.”

SECTION 26. That Chapter 8.5 – Food and Food Establishments, Article II. – Permit, Sec. 8.5-12. – “Fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 8.5-12. – Fees.

- (a) Before any permit shall be issued under this chapter, the applicant shall pay the applicable fees as set forth in the fee schedule of the City of Angleton.
- (b) The re-inspection fee set forth in the fee schedule of the City of Angleton shall apply in cases where re-inspection is deemed necessary by the city’s health official or code enforcement officer.
- (c) Nonprofit organization as defined by this article is required to submit an application for permit, and upon submission of supporting documentation of nonprofit status, the organization will be issued a permit, but all fees associated with this permit shall be waived.”

SECTION 27. That Chapter 9 – Garbage and Refuse, Article II. – Collection, Sec. 9-21. – “Garbage and refuse collection rates.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“All water customers located within the city limits of the City of Angleton, Texas, shall pay the rates for solid waste collection as listed in the fee schedule of the City of Angleton.”

SECTION 28. That Chapter 9 – Garbage and Refuse, Article III. – Commercial Garbage Collection and Franchises, Sec. 9-39. – “Requirement that all persons or entities engaged in the business of hauling commercial garbage or refuse shall be required to obtain a non-exclusive franchise from the City of Angleton, pay a fee of five percent of the billed amounts, and utilize machinery and equipment that is clearly defined.”, Subsections (b)(1) and (e) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 9-39. – Requirement that all persons or entities engaged in the business of hauling commercial garbage or refuse shall be required to obtain a non-exclusive franchise from the City of Angleton, pay a percentage fee of the billed amounts, and utilize machinery and equipment that is clearly identified.

...

(b) All applicants for a nonexclusive franchise shall complete an application form provided by the city and attach the following:

(1) A check in the amount listed in the fee schedule of the City of Angleton made payable to the City of Angleton for processing the application.

...

(e) All commercial haulers or refuse haulers shall pay to the city a franchise fee, based on the amount actually billed, as listed in the fee schedule of the City of Angleton. Payment from the hauler to the city shall be on the 20th day of the month in which the services are rendered by hauler. The fee shall be subject to change by action of the city council of the city.”

SECTION 29. That Chapter 13 – Miscellaneous Offenses, Article VI. – Credit Access Business, Sec. 13-130. – “Registration application.”, Subsection (a)(6) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 13-130. – Registration application.

(a) To obtain a certificate of registration for a credit access business, a person must submit an application on a form provided for that purpose to the director. The application must contain the following:

...

(6) A nonrefundable application fee in the amount listed in the fee schedule of the City of Angleton.”

SECTION 30. That Chapter 13 – Miscellaneous Offenses, Article VII. – Mass Gatherings, Sec. 13-161. – “Permit requirements.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 13-161. – Permit requirements.

A person may not promote a mass gathering without a permit issued under this article. The permit application fee shall be that listed in the fee schedule of the City of Angleton and shall be nonrefundable and payable with submission of application.”

SECTION 31. That Chapter 13 – Miscellaneous Offenses, Article VII. – Mass Gatherings, Sec. 13-168. – “Inspection fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 13-168. – Inspection fees.

The inspection fee for an inspection performed by each departmental official under section 13-167 shall be as listed in the fee schedule of the City of Angleton. The inspection fee may not exceed the amount necessary to defray the costs of performing the inspections. The fee shall be deposited into the general fund of the city.”

SECTION 32. That Chapter 14 – Manufactured Homes and Manufactured Home Parks, Article II. – Licenses and Permits, Sec. 14-21. – “Licenses for manufactured home parks.”, Subsections (e) and (f) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 14-21. – Licenses for manufactured home parks.

...

- (e) The fee for each license, for each renewal, and for each manufactured home space over five spaces shall be that listed on the fee schedule of the City of Angleton. Such fees shall be paid to the building inspection department by the applicant for such license or renewal, at the time of application. If the license or renewal is refused, the license fee shall be retained by the city to compensate for the expense of the inspections and processing provided.
- (f) Licenses hereunder are nontransferable as to location. A license hereunder may be transferred to a new licensee in the same manner as obtaining a renewal, and the transfer fee shall be that listed in the fee schedule of the City of Angleton.”

SECTION 33. That Chapter 14 – Manufactured Homes and Manufactured Home Parks, Article V. – Temporary Construction Use, Sec. 14-82. – “Licensing.”, Subsection (g) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 14-82. – Licensing.

...

- (g) The fee for each license and each license renewal shall be that listed on the fee schedule of the City of Angleton. Such fee shall be paid to the building inspection department by the applicant for such license or renewal, at the time of application. If the license or renewal is refused, the license fee shall be retained by the city as compensation for the expense of the inspections and processing provided.”

SECTION 34. That Chapter 14 – Manufactured Homes and Manufactured Home Parks, Article VI. – Recreational Vehicles, Division 2. – Recreational Vehicle Parks, Sec. 14-122. – “License issuance; fee.”, Subsections (b) and (e) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 14-122. – License issuance; fee.

...

(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.

...

(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 sections 1-14 of the Angleton Code of Ordinances.”

SECTION 35. That Chapter 14 – Manufactured Homes and Manufactured Home Parks, Article VI. – Recreational Vehicles, Division 2. – Recreational Vehicle Parks, Sec. 14-123. – “Transfer of license; fee.”, Subsection (b) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 14-123. – Transfer of license; fee.

...

(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 sections 1-14 of the Angleton Code of Ordinances.”

SECTION 36. That Chapter 15 – Municipal Court, Article II. – Municipal Court of Record, Sec. 15-37. – “Appeals.”, Subsection (d) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 15-37. – Appeals.

...

- (d) After an order overruling a motion for new trial, the defendant shall give written notice of the appeal and pay the fee for the preparation of the clerk’s record, as listed in the fee schedule of the City of Angleton not later than ten days after the date on which the motion is overruled. The court shall note the payment of the fee on the docket of the court. If the case is reversed on appeal, the fee shall be refunded to the defendant.”

SECTION 37. That Chapter 17 – Parks and Recreation, Article I. – In General, Sec. 17-1. – “Recreation center fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 17-1. – Recreation center fees.

The Angleton Recreation Center shall charge membership and daily rates for the categories and items as listed in the fee schedule of the City of Angleton.”

SECTION 38. That Chapter 17 – Parks and Recreation, Article III. – Use of Public Parks, Sec. 17-45. – “User fees and obligations.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 17-45. – User fees and obligations.

- (a) The members of each athletic team using any city park for league play will sign a co-sponsorship agreement with the City of Angleton Parks and Recreation Department. Agreements will be signed prior to marketing distribution and prior to registration. Co-sponsorship agreements are valid for one season only and must be renewed every season unless an annual contract has been approved by city council. This agreement includes tournaments that are included in the schedule under subsection (f) and that involve only teams in the league.
- (b) The sponsor, organizer, or person using any city park for tournament play, other than a tournament described in subsection (a), will deliver to the parks and recreation director at least two weeks prior to such tournament beginning, the fees as listed in the fee schedule of the City of Angleton. Fees not received two weeks in advance will be denied or not considered.
- (1) Any organization using a city building, structure, office space, or equipment shall be responsible (while in use by them) for all repairs and routine maintenance deemed necessary by the parks and recreation board or city code enforcement officer. If the requests for upkeep are not taken care of within a reasonable amount of time, the

parks and recreation board has the authority to order the parks and recreation director to notify any such organizations that the facility and equipment will no longer be made available for use.

- (2) Any organization that has not submitted a co-sponsorship agreement prior to marketing distribution and prior to registration is expelled from future use of city facilities until arrangements have been made with the parks and recreation director.
 - (3) The organization using a city facility shall not be responsible for damages caused exclusively by natural disasters.
- (c) Any athletic team, other than league or tournament teams who are included under subsections (a) or (b), wishing to use any city park for practice of games will pay, per usage, the fee as listed in the fee schedule of the City of Angleton to the parks and recreation department. Payment must be made at least one week prior to desired use. Payments submitted without at least one week's notice will be void and usage denied. Practices of games that are not able to be held due to inclement weather, will be issued a refund, by check, or rescheduled, if available, when the responsible party contacts the recreation specialist within the first business day. Athletic teams will be contacted by the parks and recreation department staff if practices or games need to be cancelled due to fields being too wet or unsafe to play on.
 - (d) Any league, team, group, or person using a city park under this section 17-45, and who fail to leave it clean of litter to the satisfaction of the parks and recreation department, will pay a fee as listed in the fee schedule of the City of Angleton for every hour used to clean the facility. Failure to make such a payment will be grounds to bar such league, team, group, or person from use of the facility until the fee is paid. Each league, group, person, or team will be responsible for the litter of all persons using the facility during the league's, group's, person's, or team's designated hours.
 - (e) During seasonable play, each league shall be responsible for mowing and maintaining the fields used and the immediate surrounding areas. The parks and recreation director is authorized, but not required, to arrange for the city to mow a field or fields for a league in exchange for a fee.
 - (f) Each league shall submit a schedule of field use to the parks and recreation director at least two weeks prior to the first game of the season. The schedule shall include all games, practices and tournaments for the entire season. Leagues that have submitted their schedules and paid the fees hereunder shall have first priority for field use during the season. The schedules shall be submitted for approval to the city parks and recreation board, which will resolve conflicts in schedules. If a schedule is submitted

after the two-week deadline, consideration will be denied and agreement void.”

SECTION 39. That Chapter 17 – Parks and Recreation, Article III. – Use of Public Parks, Sec. 17-77. – “Use of city parks by athletic teams.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 17-77. – Use of city parks by athletic teams.

The members of each athletic team using any city park for league play shall deliver to the city administrator a fee as listed in the fee schedule of the City of Angleton, per team, per season before the beginning of such athletic season. The members of each athletic team using any city park for tournament play shall deliver to the city administrator a fee as listed in the fee schedule of the City of Angleton, per team, per tournament before such tournament begins. The members of each athletic team using any city park for practice shall deliver to the city administrator a fee as listed in the fee schedule of the City of Angleton, per team, per day of use, before such use”

SECTION 40. That Chapter 17 – Parks and Recreation, Article III. – Use of Public Parks, Sec. 17-79. – “Rental and deposit rates for pavilion and park rental facilities.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 17-79. – Rental and deposit rates for pavilion and park rental facilities.

- (a) The rental and deposit rates for the pavilion and park rental facility soccer complex pavilion, per day, shall be as listed in the fee schedule of the City of Angleton.”

SECTION 41. That Chapter 18 – Peddlers, Solicitors and Transient Merchants, Article II. – Licensing and Registration, Sec. 18-3. – “Licensing; exemptions.”, Subsection (d) of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 18-3. – Licensing; exemptions.

...

- (d) *Fee.* All applications for a license under this chapter shall require a fee for each issuance as listed in the fee schedule of the City of Angleton. The city licensing fee may be increased or changed from time to time by action of the city council. A license issued hereunder shall expire at the end of 21 days from its issuance or at an earlier date if the license is for a period of less than 21 days. Any changes in the information required in the application shall require the re-issuance of the license by submitting a new application. At the end of the 21-day period or any lesser time period set forth in the license, the applicant must apply for a new license.”

SECTION 42. That Chapter 18 – Peddlers, Solicitors and Transient Merchants, Article II. – Licensing and Registration, Sec. 18-6. – “License transferability and exhibition of license.”, Subsection (b) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 18-6 – License transferability and exhibition of license.

...

- (b) Photographic identification of the licensee, employee or agent attached thereto which shall be prepared by the police department. Upon demand, the licensee, the licensee’s employees and agents must exhibit the license and the photo identification to the mayor, city secretary and the police or code enforcement officers of the city or any person to whom a sales or solicitation is attempted to be made. In addition to exhibiting of the license and the photo identification, any licensee, the licensee’s employees or agents shall also exhibit upon demand identification of and authorization from the company or other entity represented by such licensee. All the costs of city-issued photographic identification cards prepared by the police department shall be paid for by the licensee. All costs of city-issued photographic identification cards prepared by the police department, including the licensee’s fee for each additional person’s photo identification, shall be those as listed in the fee schedule of the City of Angleton.”

SECTION 43. That Chapter 21 – Public Amusements, Article II. – Carnivals, Division 2. – Licenses, Sec. 21-29. – “Fee.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 21-29. – Fee.

As a condition and requirement to the licensing of a carnival to show in the city, the applicant for such license shall pay to the city secretary a license fee as set forth in the fee schedule of the City of Angleton.”

SECTION 44. That Chapter 21 – Public Amusements, Article III. – Dances and Dance Halls, Division 2. – Dance Hall Licenses, Sec. 21-69. – “Fee.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 21-69. – Fee.

An annual fee as listed in the fee schedule of the City of Angleton shall be charged for each dance hall license, which fee shall be paid prior to issuance of the license.”

SECTION 45. That Chapter 21 – Public Amusements, Article V. – Amusement Redemption Machine Game Rooms, Sec. 21-152. – “Local initial certification fee for amusement redemption machine game room required.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 21-152. – Local initial certification fee for amusement redemption machine game room required.

Payment of fee and issuance of certificate. In order to ensure that the proposed business has adequate parking spaces and that the business complies with other requirements of the city, an owner, operator, or lessee of an amusement redemption machine game room shall be required to secure a certificate of operation by paying to the city an initial certification fee for each location as laid out in the fee schedule of the City of Angleton.

This certificate shall be issued by the city’s chief building official, only upon the advance payment of the above fee and only after the city is satisfied that the business is in the proper zone, has adequate striped parking spaces (see requirements below), adequate square footage to safely house that number of machines and submission of a site plan showing the building, parking spaces, and placement of the machines.”

SECTION 46. That Chapter 21 – Public Amusements, Article V. – Amusement Redemption Machine Game Rooms, Sec. 21-153. – “Local license fee for amusement redemption machine game room required.”, Subsections (a) and (d) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 21-153. – Local license fee for amusement redemption machine game room required.

(a) *Payment of fee and issuance of license.* An owner, operator, or lessee of an amusement redemption machine game room shall be required to secure a license by paying to the city an annual inspection and amusement redemption machine game room license fee, per machine, as listed in the fee schedule of the City of Angleton. Upon payment of the license or renewal license and compliance with all provisions of chapter 21, article V, sections 21-151 through sections 21-161, the building official shall issue a license.

...

(d) *Sealing.* The city shall have the authority to seal any coin-operated machine located at any amusement redemption machine game room for which a license fee has not been secured. A fee as listed in the fee schedule of the City of Angleton will be charged for the release of any machine sealed for non-payment of said license fee.”

SECTION 47. That Chapter 21.4 – Sexually Oriented Businesses, Article II. – License, Sec. 21.4-23. – “Fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 21.4-23. – Fees.

- (a) The annual fee for a permit or license to operate a sexually oriented business shall be that as listed in the fee schedule of the City of Angleton to be paid upon application and on the last business day prior to expiration of any previous permit, license, or renewal. If the application is denied, this fee shall be refunded.
- (b) In addition to the fees required by subsection (a) of this section, an applicant for a license or permit to operate a sexually oriented business shall, at the time of making application, pay a nonrefundable fee of that as listed in the fee schedule of the City of Angleton for the city to conduct a survey to ensure that the proposed sexually oriented business is in compliance with the locational restrictions set forth in section 21.4-46 of this chapter.
- (c) If an applicant is required by this Code to also obtain a dance hall license for the business at the same location, payment of the fee for the sexually oriented business license exempts the applicant from payment of the fees for the dance hall license.”

SECTION 48. That Chapter 21.5 – Signs, Sec. 21.5-18. – “Fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 21.5-18. – Fees.

All fees of any nature under this chapter shall be nonrefundable. Permit fees shall be those as listed in the fee schedule of the City of Angleton.”

SECTION 49. That Subsection (d)(4) of Chapter 21.5 – Signs, Sec. 21.5-20. – “Sign maintenance and removal.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 21.5-20. – Sign maintenance and removal.

...

- (d) *Removal of signs.*

...

- (4) Any sign in violation of this chapter may be seized, transported, and impounded by the sign inspector after a hearing as provided by the Code of Ordinances. The custodian of the storage area shall

maintain records of where such signs were located when they were impounded and the date of impoundment, and shall hold the signs in the storage area for a period of not more than 30 days. Any sign so held may be deemed by the owner thereof upon the payment of a fee to the city consisting of those sign seizure and daily storage fees as listed in the fee schedule of the City of Angleton. Such fees shall be in addition to and not in lieu of any fine imposed upon such owner for violation of this chapter. Any sign impounded and stored and not redeemed by the owner thereof within 30 days may be destroyed or sold at auction by the city.”

SECTION 50. That Chapter 22 – Streets, Sidewalks and Other Public Places, Article II. – Streets, Division 2. – Obstructions, Sec. 22-34. – “Enforcement.”, Subsection (d) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 22-34. – Enforcement.

...

- (d) The cost of such trimming, pruning or removal shall be assessed against the property owner or abutting property owner, as the case may be. The minimum fee for such service shall be as listed in the fee schedule of the City of Angleton.”

SECTION 51. That Chapter 22 – Streets, Sidewalks and Other Public Places, Article IV. – Rights-of-Way, Sec. 22-61. – “Application fees for permits to use right of ways.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 22-61. – Application fees for permits to use rights-of-way.

All applications for permits to use city rights-of-way for “non-franchise” utilities shall be assessed a minimum fee as listed in the fee schedule of the City of Angleton, with such fee being submitted with the application for permit. In the event the application calls for a substantial amount of work in the city rights-of-way, then the city administrator, after consultation with the city’s engineer, shall establish an additional fee to fairly compensate the city for the expenses associated with the preparation of the permit, the time the city streets or rights-of-way will be in use by the applicant, and the amount of city rights-of-way that will be used by the applicant. The additional amount, if any, shall be paid at the time the permit is issued. Notwithstanding the foregoing, the application fee for all network nodes installed and operational on or after September 1, 2017 shall not exceed the maximum amount permitted by V.T.C.A., Local Government Code Ch. 284.

For franchise utilities, namely Southwestern Bell, Entex and Texas New Mexico, the minimum application/permit fee will be that fee as listed in the fee schedule of the City of Angleton, subject to adjustment pursuant to the guidelines stated above.

All permit/application fees are non-refundable.”

SECTION 52. That Chapter 23 – Land Development Code, Article II. – Subdivision and Development Design, Sec. 23-20. – “Park dedication and recreation improvements.”, Subsection 6(e) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 23-20. – Park dedication and recreation improvements.

...

6. *Dedication requirements.*

...

- (e) A subdivider or developer may make a request with a plat or site plan application for paying a fee in lieu of dedication with a written statement of intent to deposit money in the city’s park and recreation development fund at the initial rates of those listed in the fee schedule of the City of Angleton for each lot in a single-family residential subdivision and for each dwelling unit in a duplex, townhouse, apartment, or other multi-family development.”

SECTION 53. That Chapter 23 – Land Development Code, Article III. – Public Improvement Responsibilities, Division 3. – Special Agreements, Sec. 23-36. – “Development and public improvement agreements.”, Subsections (D)(2)(a) and (D)(2)(c) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 23-36. – Development and public improvement agreements.

...

- (D) *Agreement content.* If a special agreement is warranted, the agreement shall be in the general form set out in sub-appendix 23-A.2, Standard City Forms and Certification Language, executed by the city manager, upon city council approval. Agreements shall contain the following details:

...

(2) *Security.*

- (a) The agreement shall require the subdivider to provide financial security for the required public improvements in accordance with the provisions of the agreement in an amount and form sufficient to ensure timely completion of the improvements in accordance with the city standards of

that certain percentage listed in the fee schedule of the City of Angleton of the cost of improvements.

...

- (c) The city will add an administration fee of that percentage, based on project cost, up to \$10,000.00, as listed in the fee schedule of the City of Angleton to oversee construction should the subdivider or developer fail to complete any improvements.”

SECTION 54. That Chapter 24 – Taxation, Article I. – In General, Sec. 24-1. – “Issuance of tax certificates.”, Subsection (b) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 24-1. – Issuance of tax certificates.

...

- (b) *Fee.* The city tax assessor/collector shall charge a fee, for each such certificate, as set forth in the fee schedule of the City of Angleton. The city council hereby finds that the cost of providing such certificate is in consideration of the costs of materials, supplies, computers, and other office machinery and equipment, and the time of the city tax assessor/collector, computer operators, typists, recordkeepers, and other clerical staff in receiving and processing such request.”

SECTION 55. That Chapter 24 – Taxation, Article II. – Ad Valorem Taxes, Sec. 24-16. – “Penalty for delinquent ad valorem taxes.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 24-16. – Penalty for delinquent ad valorem taxes.

- (a) Ad valorem taxes that remain delinquent on July 1 of the year in which they become delinquent shall incur an additional penalty or defray costs of collection, said penalty to be in the amount of that percentage of the amount of taxes as that listed in the fee schedule of the City of Angleton, with penalty and interest due the City of Angleton, which fee shall be an authorized collection expense.”

SECTION 56. That Chapter 26 – Utilities, Article II. – Sanitary Sewer System, Division 2. – Sewer Use Regulations, Subdivision 11. – Miscellaneous Provisions, Sec. 26-54-127. – “Industrial wastewater surcharge; generally.”, Subsection (b) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 26-54.127. – Industrial wastewater surcharge; generally.

...

- (b) *Surcharges for all other pollutants:* Industrial users shall be assessed a surcharge, per contaminant, per day, as listed in the fee schedule of the City of Angleton for all other violations of the pretreatment ordinance. Monthly surcharges are not penalty payments for violation of the industrial users discharge permit but a reimbursement for exceptional treatment costs. Assessment of surcharges does not alleviate the industrial user of the responsibility to comply with pretreatment requirements. Consistent noncompliance by an industrial user will result in enforcement actions as defined by this division.”

SECTION 57. That Chapter 26 – Utilities, Article II. – Sanitary Sewer System, Division 2. – Sewer Use Regulations, Subdivision 11. – Miscellaneous Provisions, Sec. 26-54.128. – “Surcharge rates and administrative fees.”, Subsections (b) and (c) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 26-54.128. – Surcharge rates and administrative fees.

...

- (b) *Industrial pretreatment administrative fees.* This section sets forth general administrative fees authorized under section 26-54.126 of the Sewer Use Ordinance No. 2362 of the City of Angleton, Texas. Industrial pretreatment administrative fees are to be charged to the industries receiving industrial wastewater discharge permits. These fees are to recover costs incurred by the city associated with the preparation of discharge permits and industrial compliance inspections. These fees are listed in the fee schedule of the City of Angleton and are for permit preparation and an average of four hours of compliance inspections per year. Discharge permits will be issued for a five-year term. The permit holder shall be charged the permit preparation fee plus a total of 20 hours for inspections during the term of the permit at a rate, per hour, of that listed in the fee schedule of the City of Angleton. A total industrial pretreatment fee of that listed in the fee schedule of the City of Angleton will be assessed to each permit holder upon issuance of the permit and shall be paid in equal installments over the term of the permit. Annual fee payments of those as listed in the fee schedule of the City of Angleton shall be due and payable on the effective date of the permit and annually thereafter on the anniversary date of the permit.
- (c) *Industrial surcharge rates.* This section sets forth surcharge rates authorized under section 26-54.127 of Ordinance No. 2362 of the City of Angleton, Texas. These rates are based on the cost of treatment of the conventional pollutants of biochemical oxygen demand (BOD), chemical oxygen

demand (COD), and total suspended solids (TSS). The derivation of these rates shall follow the guidelines of the city's industrial pretreatment manual for the "Derivation: Cost of Treatment for BOD, COD, and TSS" and shall be based on the operational data collected at the city's wastewater treatment plant and the actual operation, maintenance, and capital improvement costs associated with the wastewater treatment plant and the sewer collection system. The industrial surcharge rates shall be as listed in the fee schedule of the City of Angleton."

SECTION 58. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-71. – "Water/sewer rates – Inside city service." of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

"Sec. 26-71. – Water/sewer rates—Inside city service.

The charges for water and sewer service to customers living inside the city limits shall be as those listed in the fee schedule of the City of Angleton."

SECTION 59. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-72. – "Water/sewer rates – Outside city service." of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

"Sec. 26-72. – Water/sewer rates—Outside city service.

Customers living outside of the City of Angleton shall be charged at a rate equal to 1.25 times the inside city rates, as listed in the fee schedule of the City of Angleton. Inasmuch as the cost of providing utility service to customers living outside the city is higher and as the utility system is supported by tax dollars coming from the residents of the City of Angleton, this charge is necessary for the health, safety, and welfare of the residents of the City of Angleton and for the nonresidents receiving utility services from the city."

SECTION 60. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-73. – "Deposits." of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

"Sec. 26-73. – Deposits.

All new water customers shall be assessed a deposit on any water/sewer account as listed in the fee schedule of the City of Angleton."

SECTION 61. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-73.1. – "Deposit/connect fee." of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-73.1. – Connect Fee.

All deposits shall be held in a separate account from the general fund of the city. From each account, upon receipt of the deposit described in Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-73. – “Deposits.” of the Code of Ordinances, City of Angleton, Texas, the city shall be paid – into the water/sewer fund – a connect fee as listed in the fee schedule of the City of Angleton immediately upon receipt of the deposit. It is clearly understood that the connect fee is not refundable under any circumstances.”

SECTION 62. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-73.2. – “Closing of account.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-73.2. – Closing of account.

If the customer desires to close or terminate the customer’s account, the customer shall be refunded the remainder of the customer’s deposit, after subtracting the connect fee from the customer’s initial deposit payment. The deposit account shall be held in a separate escrow account, so that the maximum account refund amount shall remain in the separate account until such time as the refund is authorized; in the event the customer closes the customer’s account with the city, and the customer has a positive balance on the customer’s account at the time of closing the account, then the remainder of the customer’s deposit shall be reimbursed to the customer; in the event that there is any sum due to the city, the city shall be reimbursed any past due amount from the remainder of the customer’s deposit prior to any refund to the customer.”

SECTION 63. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-74. – “Penalties.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-74. – Penalties.

All customers are billed on or about the first day of each month. In the event the customer has not paid the bill on or before the 20th day of that month, on the 21st day of that month the city shall assess the customer a penalty of ten percent of the current bill or a fee as listed in the fee schedule of the City of Angleton, whichever is greater.”

SECTION 64. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-74.1. – “Disconnect.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-74.1. – Disconnect.

In the event any account is 30 days past due, then service for that account shall be disconnected and assessed the disconnect/reconnect fee as listed in the fee schedule

of the City of Angleton; or in the event that the service as not physically been disconnected, on the 30th day after the due date, these accounts will still be assessed a disconnect/reconnect fee.”

SECTION 65. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-75. – “Water meter and sewer tap direct cost recover fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-75. – Water meter and sewer tap direct cost recovery fees.

The fees charged by the city to new accounts for water and sewer taps shall be as set forth in the fee schedule of the City of Angleton.”

SECTION 66. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-75.1. – “Charges for water meter installations and sewer taps.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-75.1. – Charges for water meter installations and sewer taps.

- (a) *Water meter installations.* The City of Angleton shall charge and collect the fees as listed in the fee schedule of the City of Angleton for water meter installations.
- (b) *Sewer taps.* The City of Angleton shall charge and collect the fees as listed in the fee schedule of the City of Angleton for sewer taps.”

SECTION 67. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-76. – “Capital cost recovery fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-76. – Capital cost recovery fees.

- (a) *Purpose of fees.* The purpose of the fees generated by this section is to recover the capital costs of new distribution, transmission, and treatment facilities for water and sanitary sewer.
- (b) *Time of payment.* The fees provided by this section shall be payable upon the request for water or sewer service, as applicable, and before such service is commenced. The capital cost recovery fees hereby provided are independent of any fees for the recovery of direct labor and materials costs for the installation or inspection of water meters or sewer taps and are independent of fees for water and sewer usage provided by other ordinances.
- (c) *Water capital cost recovery fees.*

- (1) The fees per each water meter inside corporate city limits and outside corporate city limits, respectively, shall be those listed in the fee schedule of the City of Angleton.
 - (2) In addition to the fee described in Subsection (c)(1), above, where multiple residential units use the same water meter, either inside the corporate city limits or outside the corporate city limits, there shall be a fee for each unit after the first unit using the meter, in the amount as listed in the fee schedule of the City of Angleton
- (d) *Sewer capital costs recover fee.*
- (1) *Residential.* The residential sewer capital cost recovery fees inside corporate city limits and outside corporate city limits, respectively, shall be those as set forth in the fee schedule of the City of Angleton. In addition, where multiple residential units use the same sewer tap, there shall be a fee, per unit, after the first unit using the sewer tap, of that as listed in the fee schedule of the City of Angleton.
 - (2) *Nonresidential.* The nonresidential sewer capital cost recovery fee shall be as listed in the fee schedule of the City of Angleton both inside and outside the corporate city limits, respectively.
- (e) All capital cost recovery fees provided by this section shall be used for capital expenditures for sewer and water services.”

SECTION 68. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-77. – “Charges for misuse of utility service or meter.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-77. – Charges for misuse of utility service or meter.

The charge as listed in the fee schedule of the City of Angleton shall be collected by the city for the misuse of any city utility service or meter.”

SECTION 69. That Chapter 26 – Utilities, Article IV. – Utility Service Regulations, Division 1. – Generally, Sec. 26-94. – “Deposits and fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26.94. – Deposits and fees.

- (a) *Deposits.* The following provisions shall apply to deposits made for city services:

- (1) Required deposits for all new customers shall be as listed in the fee schedule of the City of Angleton and may be subject to the following:
 - (i) High volume accounts using over 400,000 gallons of water may submit an irrevocable and unconditional letter of credit to be approved by the city attorney and city administrator.
 - (ii) Apartment complexes using over 400,000 gallons of water may submit an irrevocable and unconditional letter of credit to be approved by the city attorney and city administrator.
 - (iii) A meter deposit shall be required for each meter in service. The meter deposit shall not be waived for letters of credit or cosigners.
 - (2) A deposit will not be required for public schools, governmental agencies, or churches.
 - (3) A deposit for temporary or seasonal service may be required by the city in such amount as determined by the director of utilities to be sufficient to protect the city against the risk of loss of payment for services.
 - (4) Utility deposits will be released by the city after the customer has made 12 consecutive monthly payments without being late or the customer has discontinued service, whichever occurs first. Released deposits shall be applied to the following monthly utility bill(s) or the final bill if service has been discontinued. If applied to a final bill, any negative balance remaining will be billed to the customer, and any positive balance will be refunded to the customer. Service shall not be provided to a new address until any current amount due is paid in full.
 - (5) Interest on deposits shall not be paid by the city.
- (b) *Fees.* Service and termination of service fees, including but not limited to late fees, reconnection fees, fees associated with returned checks, fees for installation of lock on meter (to terminate service), fees to plug or pull meter (to terminate service), fees for accuracy tests (to test if meter is correct), fees for the transfer of service, and fees for two-week clean-up (plus usage, shall be those as listed in the fee schedule of the City of Angleton.”

SECTION 70. That Chapter 26 – Utilities, Article IV. – Utility Service Regulations, Division 1. – Generally, Sec. 26-101. – “Private water wells.”, Subsection (b) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 26.101. – Private water wells.

...

- (b) *Permit required.* No water well may be drilled without first obtaining a permit from the city building inspector. All existing private water wells shall be required to obtain a permit within the six months after the passage of this section. Permits may be obtained by filing an application with the building inspection stating the following:
- (1) The name of the owner of the property, the owner’s street address and mailing address, home and business telephone numbers;
 - (2) If the applicant is not the owner, the applicant’s name, street address, mailing address, home and business telephone numbers;
 - (3) The name of the landowner, the landowner’s street address and mailing address, home and business telephone numbers;
 - (4) A scaled drawing of the premises showing the location of wells, courses of all water lines operated or to be operated from the well, location of nearest source of municipal water supply, location of nearest septic system field and sanitary sewer lines; and
 - (5) The name, address, and telephone number of the person or firm drilling the well, or in the case of existing wells, the name, address, and telephone number of the person or firm that drilled the well.

The application shall be signed by the applicant only for existing wells, and both the applicant and driller for new wells, and accompanied by the permit fee as listed in the fee schedule of the City of Angleton for new wells only. If the building inspector determines that the applicant and the proposed well comply with this section, he shall authorize issuance of the permit.”

SECTION 71. That Chapter 27 – Vehicles for Hire, Article II. – Taxicabs, Division 2. – Vehicle Permits, Sec. 27-49. – “Fee.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 27-49. – Fee.

At the time of issuance of a permit, the permittee shall pay to the city the sum, per car to be operated in the city for a 12-month period, ending December 31st, as listed in the fee schedule of the City of Angleton.”

SECTION 72. That Chapter 27 – Vehicles for Hire, Article II. – Taxicabs, Division 3. – City Taxicab Driver’s Permit, Sec. 27-65. – “Issuance of permit; fee.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 27-65. – Issuance of permit; fee.

- (a) Upon approval by the city administrator, each driver’s permit shall be issued.
- (b) A fee, as listed in the fee schedule of the City of Angleton, shall be charged for a background information check.”

SECTION 73. That Chapter 27 – Vehicles for Hire, Article III. – Vehicle Towing, Sec. 27-91. – “Fees for nonconsent tows.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 27-91. – Fees for nonconsent tows.

The city does hereby levy a fee pursuant to the fee schedule for the City of Angleton for fees charged to the city by vehicle towing service providers for nonconsent towing services, not to exceed those maximum fees set out in V.T.C.A., Occupations Code Chapter 2308, as amended. The chief of police or his or her designee shall maintain and revise the fee schedule, as the fee schedule relates to fees for nonconsent tows, as necessary and in conformance with state law. It shall be unlawful for any person to charge or attempt to charge the city for nonconsent towing services a fee in excess of that established by this article or to charge or attempt to charge for a service not performed or equipment not used.”

SECTION 74. That Chapter 28 – Zoning, Article II. – Zoning Procedures and Administration, Sec. 28-23. – “Board of adjustment (BOA).”, Subsections (g)(6)(c) and (g)(6)(d) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 28-23 – Board of adjustment (BOA).

...

(6) *Required waiting period.*

...

- c. Upon filing a waiver request and a payment of that as listed in the fee schedule of the City of Angleton, the applicant may request the city council to waive the waiting prior upon a finding of changed conditions or significant new information. The city manager, or his or her designee, may submit the request for waiver to the planning and zoning commission for a recommendation to the city council.
- d. If the requested waiver is granted and the applicant files an application for rezoning before the expiration date of the waiting period specified in subsection (g)(6) above, the application fee shall be a percentage of the zoning application fee as listed in the fee schedule of the City of Angleton.”

SECTION 75. That Chapter 30 – Special Districts, Article I. – General, Sec. 30.5. – “Deposit against expenditures.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 30-5. – Deposit against expenditures.

- (a) Upon or prior to presentation of a petition for the city’s consent to the creation of a district, the proponent shall deposit with the city the initial sum as listed in the fee schedule of the City of Angleton to reimburse the city for all costs, expenses, and professional fees, including – but not limited to – legal, engineering, financial advisory, and other consultant services incurred by the city and relating to:
 - (1) The evaluation of the necessity and feasibility of the creation of the proposed district;
 - (2) The evaluation of the petition for consent to the creation of the proposed district, including all materials presented in connection therewith;
 - (3) The preparation and review and submittal for approval of any agreements associated with the creation of the proposed district (e.g., development and utility services agreements, related agreements, and consent ordinances); and

- (4) Any other matters related to the proposed district and its operations including – but not limited to – bond sales and approval, annexations, ordinances, fire service agreements, review and approval of plats, site plans, construction plans for water, wastewater, streets, parks, drainage, etc.
- (b) When, at any time, the total amount of the proponent’s deposit held by the city decreases to \$5,000.00, the city manager shall send notice that the proponent must deposit an additional sum as listed in the fee schedule of the City of Angleton, or such lesser sum as the city manager may approve, with the city.
- (c) No interest will be allowed on any deposit provided for herein.
- (d) If any portion of the deposit is not needed for the purpose of paying such fees and expenses, such unused portion shall be returned forthwith to the proponent.
- (e) The fees and expenses paid in relation to the initial deposit and any additional deposits will be those actually incurred for such purposes by the city and that the city will present all invoices for and make an accounting of all such expenditures to the proponent.
- (f) The proponent shall be obligated to guarantee payment to the city of the sums set forth herein.
- (g) The payment and acceptance of the deposit required hereby is not and shall not be construed to obligate the city to grant its consent to the creation of a district or to approve any particular agreements, terms, or conditions in connection with same.”

SECTION 76. The fee schedule attached hereto as Exhibit “A” is hereby adopted.

SECTION 77. All remaining portions of provisions amended by this Ordinance, as contained within the Code of Ordinances of the City of Angleton, Texas, not hereby amended shall remain in full force and effect, in accordance with the terms of this Ordinance, as published in the Code of Ordinances of the City of Angleton, Texas.

SECTION 78. Repeal. All ordinances or parts of ordinances inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 79. 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 Five Hundred Dollars (\$500.00), unless such violation is governed by fire safety, zoning, or public health and sanitation including dumping of refuse in which case the fine amount shall not be more than Two Thousand Dollars (\$2,000.00),

except where state law provides otherwise, in which case the range of the fine shall be as provided in such state law. 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 80. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional whether there be one or more parts.

SECTION 81. Effective Date. This Ordinance shall take effect immediately upon execution, with passage and approval by the City Council of the City of Angleton, Texas, and shall be enforceable when published, as required by law.

PASSED AND APPROVED THIS THE 13th DAY OF JULY 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

Exhibit "A"

CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON										
CHAPTER 3 - ALCOHOLIC BEVERAGES										
Sec. 3-2. - License required.										
License Fee										<i>License fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person).</i>
Sec. 3-3. - Permit required.										
Permit Fee										<i>Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit).</i>
CHAPTER 4 - ANIMALS										
ARTICLE I. - IN GENERAL, DIVISION 1. - GENERALLY										
Sec. 4-5. - Livestock.										
Fee (Neutered Animal)	\$	5.00								
Fee (Non-Neutered Animal)	\$	10.00								
CHAPTER 4 - ANIMALS										
ARTICLE I. - IN GENERAL, DIVISION 2. - DOMESTIC FOWL AND RABBITS										
Sec. 4-16. - Permit fee permit application and inspection of premises.										
Initial Permit Application Fee	\$	25.00								
Yearly Renewal Fee of Permit Application Fee	\$	5.00								
CHAPTER 4 - ANIMALS										
ARTICLE III. - IMPOUNDMENT										
Sec. 4-80 - Impoundment fees.										
		<i>First Impoundment</i>		<i>Subsequent Impoundments</i>		<i>Owner Surrender</i>				
Dogs and Cats				\$50.00						
Neutered & Spayed	\$	25.00		plus \$15.00 micro chip	\$	50.00				
Kid Spayed or Neutered	\$	50.00		plus \$100.00	\$	75.00				
Small livestock, such as goats, sheep, lambs, pigs, sows, shoats, calves, foals, and animals of the same approximate size and weight, each animal	\$	50.00	\$	100.00						
Large livestock, such as cattle, horses, ponies, mules, and animals of the same approximate size and weight, each animal	\$	50.00	\$	100.00						
All Other Animals Not Listed Herein										<i>Animals not listed herein shall be disposed of at discretion of animal control. The City of Angleton shall recover from the owner the actual cost of disposing of said animal.</i>
Class A Daily Handling Fee	\$	15.00								
Class B Daily Handling Fee	\$	20.00								
Class C Daily Handling Fee										<i>Actual cost to the City of Angleton; not less than \$30.00.</i>
CHAPTER 4 - ANIMALS										
ARTICLE III. - IMPOUNDMENT										
Sec. 4-81. - Adoption of impounded animal.										
Fee for Adoption (includes vaccinations, microchipping, worming, flea treatment and one month of heartworm preventative)	\$	60.00								
CHAPTER 4 - ANIMALS										
ARTICLE V. - COMMERCIAL ENTERPRISES, DIVISION 1. - GENERALLY										
Sec. 4-121. - Permit fees.										
Show or Exhibition Permit Fee	\$	100.00								
Grooming Permit Fee	\$	250.00								

Dealer Permit (Retail and/or Wholesale Distributor) Fee	\$	250.00								
Commercial (Not Covered by Dealer) Fee	\$	250.00								
Commercial Studies Fee	\$	250.00								
CHAPTER 4 - ANIMALS										
ARTICLE V. - COMMERCIAL ENTERPRISES, DIVISION 2. - KENNELS										
Sec. 4-137. - License fee, issuance; violations.										
Kennel Licensing Fee	\$	200.00								
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS										
ARTICLE II. - ADMINISTRATION										
Sec. 5-16. - Building permit and inspection fees.										
Cost of Construction: \$1,000 and Less										<i>\$20.00 minimum fee.</i>
Cost of Construction: \$1,000 to \$49,999										<i>\$20.00 for first \$1,000.00 of construction cost plus \$3.00 for each additional \$1,000.00 or fraction thereof.</i>
Cost of Construction: \$50,000 to \$99,999										<i>\$260.00 for first \$50,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof.</i>
Cost of Construction: \$100,000 to \$499,999										<i>\$460.00 for first \$100,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof.</i>
Cost of Construction: \$500,000 and Up										<i>\$1,660.00 for first \$500,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof.</i>
Plan Review										<i>The plan review fee shall be equal to one-half of the building permit fee.</i>
Re-Inspection Fee										<i>A re-inspection fee of \$25.00 shall be charged each time a project has failed the same inspection twice or each time it has requested an inspection for which it has not completed the necessary work.</i>
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS										
ARTICLE II. - ADMINISTRATION										
Sec. 5-17. - Permit for pouring driveways or other flatwork.										
Driveway and/or Flatwork Permit	\$	25.00								
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS										
ARTICLE II. - ADMINISTRATION										
Sec. 5-19. - Registration of contractors and others providing construction or labor on building, remodeling or repair to structures, exceptions.										
Registration Fee	\$	50.00								
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS										
ARTICLE V. - ELECTRICAL, DIVISION 6. - PERMITS										
Sec. 5-147. - Electrical permit fees.										
Minimum Permit Fee	\$	20.00								
Base Permit Fee	\$	7.50								
Outlets										
1-4 Outlets	\$	-								
Each Outlet Over 4	\$	0.50								
Each 220-Volt Outlet	\$	5.00								
Motors										
Up To, But Not Including, 1 Horsepower	\$	1.00								
At Least 1 Horsepower, But Less Than 2 Horsepower	\$	2.00								
At Least 2 Horsepower, But Less Than 10 Horsepower	\$	3.00								
At Least 11 Horsepower, But Less Than 25 Horsepower	\$	4.00								
At Least 26 Horsepower, But Less Than 150 Horsepower	\$	20.00								
Each Horsepower In Excess of 150 Horsepower (per Horsepower)	\$	0.15								
Lighting Arresters										
Lighting Arrester System Permit Fee	\$	2.00								
First \$1,000.00 Valuation of the Lighting Arrester System	\$	10.00								

Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System	\$	2.00						
Fire Alarm Systems								
Fire Alarm System Permit Fee	\$	2.00						
For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System	\$	10.00						
For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System	\$	2.00						
Sound Equipment								
Up To, But Not Including, 10 Watts Output	\$	10.00						
At Least 10 Watts, But Less Than 25 Watts, Output	\$	15.00						
At Least 25 Watts, But Less Than 100 Watts, Output	\$	25.00						
At Least 100 Watts, But Less Than 200 Watts, Output	\$	30.00						
Miscellaneous								
Meter Loop (Permanent or Temporary)	\$	7.50						
Spike Discharge Arrester in Distribution Enclosure	\$	4.00						
Motion Picture Machines	\$	15.00						
X-Ray Machines	\$	4.00						
Poles, Anchors, and Guy Stubs (except power company)	\$	0.50						
Incandescent Electric Signs (per circuit)	\$	3.00						
Gas Vacuum Tube Signs (per transformer)	\$	5.00						
Permanently Connected Electrical Appliances & Equipment of Any Nature Not Otherwise Specified								
Up to 1 K.W. (inclusive, each)	\$	0.75						
Above 1 K.W. to 10 K.W. (per K.W.)	\$	0.50						
Above 10 K.W. to 50 K.W. (per K.W.)	\$	0.40						
Above 50 K.W. to 100 K.W. (per K.W.)	\$	0.30						
Above 100 K.W. (per K.W. for the first 100 K.W.)	\$	0.10						
Above 100 K.W. (per K.W. in excess of first 100 K.W.)	\$	0.05						
Re-Inspection Fee (Subject to Additional Charges)	\$	25.00						
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE VI. - MECHANICAL CODE, DIVISION 5. - PERMITS AND INSPECTIONS								
Sec. 5-227. - Mechanical permit fees.								
Mechanical Permit Fee	\$	20.00						
Basic Permit Fee	\$	7.50						
For the first \$1,000.00 or Portion of \$1,000.00 Valuation	\$	10.50						
For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation	\$	2.00						
Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00	\$	2.00						
Re-Inspection (Subject to Additional Charges)	\$	25.00						
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE VII. - PLUMBING, DIVISION 5. - PERMITS, TESTS AND INSPECTIONS								
Sec. 5-334. - Plumbing permit fees.								
Minimum Permit Fee	\$	20.00						
For Issuing Each Permit	\$	7.50						
For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping)	\$	4.00						

For each house sewer, whether new, replacement, or repaired	\$	7.50						
For Each Water Heater and/or Vent	\$	3.00						
For Each Gas Piping System Outlet	\$	2.00						
For Installation of Water Piping for Water Treating Equipment	\$	3.00						
For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads	\$	3.00						
For Each Additional Lawn Sprinkler Head Inspected After Five Heads	\$	0.50						
Re-Inspection	\$	25.00						<i>A re-inspection fee shall be charged each time a project has failed the same inspection twice or each time it has requested an inspection for which it has not completed the necessary work.</i>
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE VIII. - SWIMMING POOLS								
Sec. 5-497. - Same - Amendments.								
Public Pool	\$	100.00						
Private Pool - In-Ground	\$	50.00						
Private Pool - Above-Ground	\$	25.00						
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE X. - MOVING OR WRECKING OF BUILDINGS								
Sec. 5-526. - Permit - Required.								
Permit Fee	\$	25.00						
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE X. - MOVING OR WRECKING OF BUILDINGS								
Sec. 5-529. - Fees.								
Permit Fee	\$	25.00						
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE XI. - ALARM SYSTEMS								
Sec. 5-547. - Registration permits.								
Initial Residential Fee (per year)	\$	25.00						
Initial Commercial Permit Fee (per year)	\$	50.00						
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE XI. - ALARM SYSTEMS								
Sec. 5-553. - Fees and fines.								
<i>Residential Fees and Fines</i>								
Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost	\$	25.00						
Fine for 4th & 5th False Alarm (Burglar) (each)	\$	50.00						
Fine for 6th & 7th False Alarm (Burglar) (each)	\$	75.00						
Fine for 8th or More False Alarm (Burglar) (each)	\$	100.00						
Fine for 4th False Alarm (Hold-Up/Panic) (each)	\$	50.00						
Fine for 5th or More False Alarm (Hold-Up/Panic) (each)	\$	75.00						
Fine for 4th False Alarm (Fire) (each)	\$	50.00						
Fine for 5th False Alarm (Fire) (each)	\$	75.00						
Fine for 6th or More False Alarm (Fire) (each)	\$	100.00						
<i>Commercial Fees and Fines</i>								
Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost	\$	50.00						
Fine for 4th & 5th False Alarm (Burglar) (each)	\$	50.00						
Fine for 6th & 7th False Alarm (Burglar) (each)	\$	75.00						
Fine for 8th or More False Alarm (Burglar) (each)	\$	100.00						
Fine for 4th False Alarm (Hold-Up/Panic) (each)	\$	100.00						

Fine for 5th or More False Alarm (Hold-Up/Panic) (each)	\$	200.00							
Fine for 4th False Alarm (Fire) (each)	\$	100.00							
Fine for 5th False Alarm (Fire) (each)	\$	200.00							
Fine for 6th or More False Alarm (Fire) (each)	\$	300.00							
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS									
ARTICLE XIII - PIPELINE REGULATIONS									
Sec. 5-609 - Fees.									
New Pipeline Permit Fee	\$	1,200.00							
Adjusted, Relocated, or Replaced Pipeline Permit Fee	\$	500.00							
Transfer of Ownership Fee	\$	50.00							
CHAPTER 7 - FIRE PREVENTION AND PROTECTION									
ARTICLE I - IN GENERAL									
Sec. 7-3 - Permit fees.									
Permit Fees	\$	20.00							
CHAPTER 7 - FIRE PREVENTION AND PROTECTION									
ARTICLE VI - LIFE AND/OR SAFETY HAZARDS									
Sec. 7-94 - Permit fees.									
Installation of Any Underground or Above Ground Flammable or Combustible Storage Tank	\$	50.00							
Installation of an Automatic Fire Alarm System or Addition to an Existing System	\$	75.00							
Installation of a Fire Suppression System or Addition to an Existing System (Excluding Restaurants/Venue Hooks)	\$	75.00							
CHAPTER 8 - FOOD AND FOOD ESTABLISHMENTS									
ARTICLE II - PERMIT									
Sec. 8-5-12 - Fees.									
<i>Annual Food Establishment Fees</i>									
0-1000 sq. ft.	\$	200.00							
Over 1,000 sq. ft.	\$	300.00							
<i>School Food Service</i>									
<i>Based on square footage kitchen/food operation as set out above.</i>									
<i>Day Care Facility</i>									
Day Care Facility	\$	150.00							
<i>Temporary Food Establishment</i>									
Temporary Food Establishment	\$	40.00							
<i>Late Fee</i>									
<i>Permit not to exceed 7 days and valid for one event. An additional late fee of \$40.00 will be assessed if the permit is not received prior to the opening of the event.</i>									
<i>Late Fees of permit not renewed prior to expiration of event</i>									
Late Fees	\$	50.00							
<i>Reinstatement Fee of Suspended Permit</i>									
Reinstatement Fee of Suspended Permit	\$	75.00							
<i>Re-inspection Fee</i>									
Re-inspection Fee	\$	150.00							
<i>Mobile Food Unit Permit Fee</i>									
Mobile Food Unit Permit Fee	\$	250.00							

CHAPTER 9 - GARBAGE AND REFUSE									
ARTICLE II - COLLECTION									
Sec. 9-21 - Garbage and refuse collection rates.									
<i>Rates for Section 9A - Residential</i>									
Residential Monthly Cost	\$	19.30							
Extra Trash Cans (Monthly)	\$	10.80							
Extra Recycling Cans (Monthly)	\$	10.80							
<i>Rates for Section 9B - Hand Pick Commercial</i>									
90 Gallon Monthly Container Fee - Times Picked-Up Per Week									
First Container	\$	24.30	\$	36.20	\$	48.20	\$	60.20	
Each Additional Container	\$	12.50	\$	23.70	\$	34.40	\$	45.20	
Replacement of cans due to negligence by customer (each)	\$	56.00							
<i>Rates for Section 9C - Regular Commercial and Industrial</i>									
Front Load Monthly Fee - Times Picked-Up Per Week									
		<i>One Time</i>		<i>Two Times</i>		<i>Three Times</i>		<i>Four Times</i>	<i>Five Times</i>
Two-Yard Container	\$	54.80	\$	95.50	\$	137.40	\$	178.10	\$
Three-Yard Container	\$	74.00	\$	120.70	\$	167.40	\$	214.00	\$
Four-Yard Container	\$	85.50	\$	138.60	\$	190.10	\$	242.80	\$
Six-Yard Container	\$	112.50	\$	180.50	\$	254.80	\$	329.00	\$
Eight-Yard Container	\$	141.40	\$	229.60	\$	329.00	\$	427.20	\$
Containers and Locking Devices (per item, per month)	\$	8.10							
Front Load Compactor Service									
		<i>One Time</i>		<i>Two Times</i>		<i>Three Times</i>		<i>Four Times</i>	<i>Five Times</i>
Two-Yard Container	\$	107.50	\$	188.90	\$	272.70	\$	354.10	\$
Three-Yard Container	\$	145.80	\$	239.20	\$	332.60	\$	426.00	\$
Four-Yard Container	\$	169.60	\$	275.10	\$	378.10	\$	483.50	\$
Six-Yard Container	\$	222.40	\$	358.90	\$	507.40	\$	655.00	\$
Eight-Yard Container	\$	260.70	\$	457.10	\$	655.90	\$	852.30	\$
Containers and Locking Devices (per item, per month)	\$	8.10							
<i>Rates for Section 9D - Intermittent Commercial and Industrial</i>									
Front Load Container									
		<i>Two-Yard</i>		<i>Three-Yard</i>		<i>Four-Yard</i>		<i>Six-Yard</i>	<i>Eight-Yard</i>
Each Extra Pick-Up	\$	50.00	\$	52.40	\$	54.80	\$	59.60	\$
Delivery Charges and Discourteous Removals	\$	62.00							
Commercial Roll Off Container									
		<i>Delivery</i>		<i>Day Rental</i>		<i>Hand</i>		<i>Deposit</i>	
Twenty-Yard	\$	121.50	\$	5.70	\$	319.40		None	
Thirty-Yard	\$	121.50	\$	5.70	\$	361.30		None	
Forty-Yard	\$	121.50	\$	5.70	\$	391.50		None	
<i>Additional \$26.20 per ton for over six tons for all sizes.</i>									
Compactor Service									
		<i>Delivery</i>		<i>Day Rental</i>		<i>Hand</i>		<i>Install</i>	<i>Deposit</i>
Twenty-Eight Yard	\$	121.50	\$	16.10	\$	355.40		TTD	None
Thirty-Yard	\$	121.50	\$	16.10	\$	373.30		TTD	None
Thirty-Five Yard	\$	121.50	\$	16.10	\$	403.20		TTD	None
Forty-Yard	\$	121.50	\$	16.10	\$	573.30		TTD	None
Forty-Two Yard	\$	121.50	\$	21.90	\$	403.20		TTD	None

CHAPTER 9 - GARBAGE AND REFUSE						
ARTICLE III - COMMERCIAL GARBAGE COLLECTION AND FRANCHISES						
Sec. 9-39 - Requirement that all persons or entities engaged in the business of hauling commercial garbage or refuse shall be required to obtain a non-exclusive franchise from the City of Angleton, pay a fee of five percent of the billed amounts, and utilize machinery and equipment that is clearly identified.						
Application Processing Fee	\$	100.00				
Franchise Fee (percent of amount actually billed)		5%				
CHAPTER 13 - MISCELLANEOUS OFFENSES						
ARTICLE VI - CREDIT ACCESS BUSINESSES						
Sec. 13-130 - Registration application.						
Application Fee	\$	50.00				
CHAPTER 13 - MISCELLANEOUS OFFENSES						
ARTICLE VII - MASS GATHERINGS						
Sec. 13-161 - Permit requirements.						
Permit Application Fee	\$	400.00				
CHAPTER 13 - MISCELLANEOUS OFFENSES						
ARTICLE VI - MASS GATHERINGS						
Sec. 13-168 - Inspection fees.						
Inspection Fee	\$	200.00				
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS						
ARTICLE II - LICENSES AND PERMITS						
Sec. 14-21 - Licenses for manufactured home parks.						
License Fee	\$	50.00				
Renewal Fee	\$	50.00				
Additional Fee for Each Manufactured Home Space Over Five Spaces	\$	10.00				
Transfer Fee	\$	50.00				
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS						
ARTICLE V - TEMPORARY CONSTRUCTION USE						
Sec. 14-82 - Licensing.						
License Fee	\$	50.00				
License Renewal Fee	\$	50.00				
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS						
ARTICLE VI - RECREATIONAL VEHICLES, DIVISION 2 - RECREATIONAL VEHICLE PARKS						
Sec. 14-122 - License issuance; fee.						
Inspection Fee	\$	15.00				
Permit Fee	\$	15.00				
Annual License Fee (per recreational vehicle space)	\$	20.00				
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS						
ARTICLE VI - RECREATIONAL VEHICLES, DIVISION 2 - RECREATIONAL VEHICLE PARKS						
Sec. 14-123 - Transfer of license; fee.						
Transfer Fee (per recreational vehicle space)	\$	20.00				
CHAPTER 15 - MUNICIPAL COURT						
ARTICLE II - MUNICIPAL COURT OF RECORD						
Sec. 15-37 - Appeals.						
Fee for the Preparation of the Clerk's Record	\$	25.00				

CHAPTER 17 - PARKS AND RECREATION						
ARTICLE I - IN GENERAL						
Sec. 17-1 - Recreation center fees.						
Family (monthly)	\$	44.00				
Individual (monthly)	\$	32.00				
Senior Family (monthly)	\$	35.00				
Senior Individual (monthly)	\$	25.00				
First Responder/Military Family (monthly)	\$	35.00				
First Responder/Military Individual (monthly)	\$	25.00				
Youth (monthly)	\$	25.00				
Adult Day Rate	\$	5.00				
Youth Day Rate	\$	4.00				
Child Day Rate	\$	4.00				
Spectator	\$	2.00				
Swim Diaper	\$	2.00				
CHAPTER 17 - PARKS AND RECREATION						
ARTICLE III - USE OF PUBLIC PARKS						
Sec. 17-45 - User fees and obligations.						
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person Without Lights (per tournament, per day)	\$	200.00				
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person With Lights (per tournament, per day)	\$	250.00				
Deposit for Cleaning (per tournament)	\$	100.00				
Practice Games for Any Athletic Team Other Than League or Tournament Teams With Lights (per hour)	\$	20.00				
Practice Games for Any Athletic Team Other Than League or Tournament Teams Without Lights (per hour)	\$	15.00				
Fee for Failing to Clean Space of Litter to Satisfaction of the Parks and Recreation Department (per hour)	\$	20.00				
CHAPTER 17 - PARKS AND RECREATION						
ARTICLE III - USE OF PUBLIC PARKS						
Sec. 17-77 - Use of city parks by athletic teams.						
Fee per Athletic Team	\$	20.00				
Tournament (per team, per tournament)	\$	10.00				
Use for Practice (per team, per day)	\$	10.00				
CHAPTER 17 - PARKS AND RECREATION						
ARTICLE III - USE OF PUBLIC PARKS						
Sec. 17-79 - Rental and deposit rates for pavilion and park rental facilities.						
Two Hours (Non-Resident)	\$	35.00	\$	50.00		
Two Hours (Resident)	\$	25.00	\$	50.00		
Four Hours (Non-Resident)	\$	60.00	\$	50.00		
Four Hours (Resident)	\$	50.00	\$	50.00		
All Day (Non-Resident)	\$	85.00	\$	50.00		
All Day (Resident)	\$	75.00	\$	50.00		
CHAPTER 17 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS						
ARTICLE II - LICENSING AND REGISTRATION						

Sec. 18.3. - Licensing; exemptions.							
Application Fee for License	\$	100.00					
CHAPTER 17 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS							
ARTICLE II - LICENSE TRANSFERABILITY AND EXHIBITION OF LICENSE							
Sec. 18-6. - License transferability and exhibition of license.							
Fee for Each Additional Person's Photo Identification	\$	15.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE II - CARNIVALS, DIVISION 2. - LICENSES							
Sec. 21-29. - Fee.							
License Fee	\$	250.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE III - DANCES AND DANCE HALLS, DIVISION 2. - DANCE HALL LICENSES							
Sec. 21-69. - Fee.							
Dance Hall License Fee (annual)	\$	25.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE V. - AMUSEMENT REDEMPTION MACHINE GAME ROOMS							
Sec. 21-152. - Local initial certification fee for amusement redemption machine game room required.							
Up to 50 Amusement Redemption Machines	\$	600.00					
More than 50 and Up to 75 Amusement Redemption Machines	\$	900.00					
More than 75 and Up to 100 Amusement Redemption Machines	\$	1,200.00					
More than 100 and Up to 125 Amusement Redemption Machines	\$	1,500.00					
For Each Amusement Redemption Machine Over 125	\$	12.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE V. - AMUSEMENT REDEMPTION MACHINE GAME ROOMS							
Sec. 21-153. - Local license fee for amusement redemption machine game room required.							
Inspection and Amusement Redemption Machine Game Room License Fee (per machine)	\$	50.00					
Release of Machine Sealed for Non-Payment of License Fee	\$	50.00					
CHAPTER 21.3 - SECONDHAND GOODS							
ARTICLE II. - GARAGE SALES							
Sec. 21.3-22. - Garage sale regulations.							
Garage Sale Permit Fee	\$	2.00					
CHAPTER 21.4 - SEXUALLY ORIENTED BUSINESSES							

ARTICLE II - LICENSE							
Sec. 21.4-23. - Fees.							
Permitting or Licensing Fee (annual)	\$	1,500.00					
City to Conduct a Survey	\$	1,000.00					
CHAPTER 21.5 - SIGNS							
Sec. 21.5-18. - Fees							
Permitting Fee - Class I Sign	\$	100.00					
Permitting Fee - Class II Sign	\$	40.00					
Permitting Fee - Temporary, Nonprofit, Portable Signs	\$	-					
CHAPTER 21.5 - SIGNS							
Sec. 21.5-20. - Sign maintenance and removal.							
Sign Seizure Fee	\$	50.00					
Daily Storage Fee (per day)	\$	5.00					
CHAPTER 22 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES							
ARTICLE II - STREETS; DIVISION 2. - OBSTRUCTIONS							
Sec. 22-34. - Enforcement.							
Minimum Fee for Trimming, Pruning, or Removal Service	\$	10.00					
CHAPTER 22 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES							
ARTICLE IV. - RIGHTS-OF-WAY							
Sec. 22-61. - Application fees for permits to use rights-of-way.							
Non-Franchise Utility Right-of-Way Permit (subject to additional fees, if deemed applicable)	\$	1,000.00					
Franchise (e.g. Southwestern Bell, Entel, and Texas New Mexico) Utility Right-of-Way Permit (subject to additional fees, if deemed applicable)	\$	200.00					
CHAPTER 23 - LAND DEVELOPMENT CODE							
ARTICLE II - SUBDIVISION AND DEVELOPMENT DESIGN							
Sec. 23-20. - Park dedication and recreation improvements.							
Fee in Lieu of Parkland Dedication Accompanying Plat or Site Application (per single-family residential subdivision)	\$	575.00					
Fee in Lieu of Parkland Dedication Accompanying Plat or Site Application (per dwelling unit in a duplex, townhouse, apartment, or other multi-family development)	\$	475.00					
CHAPTER 23 - LAND DEVELOPMENT CODE							
Ordinance No. 20190528-021							
Water Capacity Acquisition Fee (per dwelling unit, as determined by the City Engineer, for any non-residential use)	\$	536.70					
Sanitary Sewer Capacity Acquisition Fee			Computed on a case-by-case basis, relative to the location of a subdivision or development to the wastewater treatment plant, affected lift station, and other affected waste water collection and conveyance improvements, and shall be based on the improvements required to provide an adequate level of service based on the proposed use, as determined by the City Engineer, in accordance with the standards. A capacity acquisition fee study must be performed. See "Capacity Acquisition Fee Study Fee" below.				
Capacity Acquisition Fee Study Fee	\$	4,000.00					
<i>Water and Sewer Capacity Acquisition Fees shall be determined by the City Engineer using the guidelines and standards set out in Chapter 23 - Land Development Code, Article III. - Public Improvement Responsibilities, Division 2. - Utility Responsibilities, Sec. 23-28 - Responsibilities of the subdivision or developer, and Sec. 23-32 - Rough proportionality, of the Code of Ordinances of the City of Angeleno.</i>							
CHAPTER 23 - LAND DEVELOPMENT CODE							
ARTICLE III. - PUBLIC IMPROVEMENT RESPONSIBILITIES, DIVISION 3. - SPECIAL AGREEMENTS							
Sec. 23-36. - Development and public improvement agreements.							
Administrative Fee Based on Project Cost (up to \$10,000.00)		5%					
CHAPTER 24 - TAXATION							

ARTICLE I. - IN GENERAL									
Sec. 24.1. - Issuance of tax certificates.									
Issuance of Tax Certificate	\$	10.00							
CHAPTER 24. - TAXATION									
ARTICLE II. - AD VALOREM TAXES									
Sec. 24.16. - Penalty for delinquent ad valorem taxes.									
Penalty for Delinquent Ad Valorem Taxes (based on amount of taxes to be paid)		20%							
CHAPTER 26 - UTILITIES									
ARTICLE II. - SANITARY SEWER SYSTEM, DIVISION 2. - SEWER USE REGULATIONS									
<i>Subdivision 11. - Miscellaneous Provisions</i>									
Sec. 26.54.127. - Industrial wastewater surcharge; generally.									
Surcharges for All Other Pollutants (per contaminant, per day)	\$	25.00							
CHAPTER 26 - UTILITIES									
ARTICLE II. - SANITARY SEWER SYSTEM, DIVISION 2. - SEWER USE REGULATIONS									
<i>Subdivision 11. - Miscellaneous Provisions</i>									
Sec. 26.54.128. - Surcharge rates and administrative fees.									
Permit Preparation Fee	\$	300.00							
Industrial Compliance Inspections (per hour, min. of 70 hours)	\$	25.00							
Biochemical Oxygen Demand (BOD) (per pound)	\$	0.42							
Chemical Oxygen Demand (COD)	\$	0.12							
Total Suspended Solids (TSS)	\$	0.47							
CHAPTER 26 - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.71. - Water/sewer rates - Inside city service.									
Inside City Rates - Water									
	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge		
			<i>0K to 8K</i>	<i>8K to 24K</i>	<i>24K to 48K</i>	<i>over 48K</i>			
Table I - Residential (ind. meter)	\$ 21.24	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	NA		
Table II - Multi-family (master meter)	\$ 20.18	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	NA		
Table III - Commercial (ind. meter)	\$ 21.24	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	NA		
Table IV - Commercial (master meter)	\$ 20.18	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	NA		
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>									
Inside City Rates - Sewer									
	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage				Maximum Monthly Charge		
Table I - Residential (ind. meter)	\$ 9.84	0 Gallons			\$ 2.70	\$ 44.24			
Table II - Multi-family (master meter)	\$ 11.19	0 Gallons			\$ 3.52	NA			
Table III - Commercial (ind. meter)	\$ 11.19	0 Gallons			\$ 3.52	NA			
Table IV - Commercial (master meter)	\$ 11.19	0 Gallons			\$ 3.52	NA			
<i>Table V - Sewer Only Customer</i>									
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>									
CHAPTER 26 - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									

Sec. 26.72. - Water/sewer rates - Outside city service.									
Outside City Rates - Water									
	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge		
			<i>0K to 8K</i>	<i>8K to 24K</i>	<i>24K to 48K</i>	<i>over 48K</i>			
Table I - Residential (ind. meter)	\$ 26.55	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	NA		
Table II - Multi-family (master meter)	\$ 25.23	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	NA		
Table III - Commercial (ind. meter)	\$ 26.55	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	NA		
Table IV - Commercial (master meter)	\$ 25.23	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	NA		
<i>Table V - Wholesale Water Rates</i>									
<i>The rate for the purchase of "Wholesale Water" through a fire hydrant meter provided by the city of from other locations established and metered by the city shall be the same as Table III - Commercial (ind. meter) under the Outside City Rate Table.</i>									
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>									
Outside City Rates - Sewer									
	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage				Maximum Monthly Charge		
Table I - Residential (ind. meter)	\$ 12.30	0 Gallons			\$ 3.38	\$ 56.24			
Table II - Multi-family (master meter)	\$ 13.95	0 Gallons			\$ 4.40	NA			
Table III - Commercial (ind. meter)	\$ 13.95	0 Gallons			\$ 4.40	NA			
Table IV - Commercial (master meter)	\$ 13.95	0 Gallons			\$ 4.40	NA			
<i>Table V - Sewer Only Customer</i>									
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>									
CHAPTER 26 - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.73. - Deposits.									
Deposit for All New Water Customers	\$	100.00							
CHAPTER 26 - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.73.1 - Deposit/connect fee.									
Connect Fee (taken from Deposit for All New Water Customers)	\$	75.00							
CHAPTER 26 - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.73.2 - Closing of account.									
Refund of Remaining Deposit	\$	75.00							
CHAPTER 26 - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.74. - Penalties.									
Penalty on Any Unpaid or Past Due Account (minimum)	\$	10.00							
CHAPTER 26 - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.74.1 - Disconnect.									
Disconnect/Reconnect Fee	\$	25.00							
CHAPTER 26 - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.75. - Water meter and sewer tap direct cost recovery fees.									
<i>The Ordinance references an "Exhibit A," containing the fees charged by the city to new accounts for water and/or sewer taps. No Exhibit A observed.</i>									
CHAPTER 26 - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									

Sec. 26-75.1 - Charges for water meter installations and sewer taps.						
Water Meter Installations						
3/4" Meter Fee	\$	500.00				
1" Meter Fee	\$	575.00				
1 1/2" Meter Fee	\$	1,000.00				
2" Meter Fee	\$	1,200.00				
Sewer Taps						
4" Sewer Tap Fee	\$	700.00				
6" Sewer Tap Fee	\$	950.00				
CHAPTER 26 - UTILITIES						
ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY						
Sec. 26-76 - Capital cost recover fees						
<i>Inside Corporate City Limits</i>						
3/4" Meter Pipe Size Fee	\$	156.00				
1" Meter Pipe Size Fee	\$	168.00				
1 1/2" Meter Pipe Size Fee	\$	192.00				
2" Meter Pipe Size Fee	\$	216.00				
Over 2" Meter Pipe Size Fee			<i>To be determined by city administrator.</i>			
<i>Outside Corporate City Limits</i>						
3/4" Meter Pipe Size Fee	\$	312.00				
1" Meter Pipe Size Fee	\$	336.00				
1 1/2" Meter Pipe Size Fee	\$	384.00				
2" Meter Pipe Size Fee	\$	432.00				
Over 2" Meter Pipe Size Fee			<i>To be determined by city administrator.</i>			
<i>Other Water and Sewer Capital Cost Recovery Fees</i>						
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (inside the corporate city limits)	\$	156.00				
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (outside the corporate city limits)	\$	312.00				
Residential Sewer Capital Cost Recovery Fee (inside the corporate city limits)	\$	312.00				
Residential Sewer Capital Cost Recovery Fee (outside the corporate city limits)	\$	624.00				
Fee for Each Unit Using the Sewer Tap (per unit) After the First Unit Using the Sewer Tap	\$	200.00				
Nonresidential sewer capital cost recovery fee, per restroom (inside the corporate city limits)	\$	400.00				
Nonresidential sewer capital cost recovery fee, per restroom (outside the corporate city limits)	\$	800.00				
CHAPTER 26 - UTILITIES						
ARTICLE III. - UTILITY RATES AND CHARGES						
Sec. 26-77 - Charges for misuse of utility service or meter.						
First Offense	\$	15.00				
Second Offense	\$	30.00				
Third Offense	\$	50.00				
Usual Offense			<i>Legal Action</i>			
CHAPTER 26 - UTILITIES						
ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY						
Sec. 26-94 - Deposits and fees.						

Residential Deposit & Connection Fee (for new customers)	\$	100.00				
Commercial Deposit (or amount to cover one month's bill)	\$	100.00				
High Volume Account Deposit (or amount to cover one month's bill)	\$	400.00				
Apartment Deposit (per unit or amount to cover one month's bill)	\$	100.00				
Trailer Space Deposit (per unit or amount to cover one month's bill)	\$	100.00				
Late Fee (percentage of utility bills, which shall include water, sewer, and garbage or refuse collection)			<i>10% or \$10.00, whichever is greater</i>			
Disconnect Fee	\$	25.00				
Returned Check Fee	\$	30.00				
Install Lock on Meter (to terminate service)	\$	25.00				
Plug or Pull Meter (to terminate service)	\$	75.00				
Accuracy Test (if meter is correct)	\$	50.00				
Transfer of Service	\$	25.00				
Two Week Clean-Up (plus usage)	\$	10.00				
CHAPTER 26 - UTILITIES						
ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY						
Sec. 26-101 - Private water wells.						
Permit Fee	\$	200.00				
CHAPTER 27 - VEHICLES FOR HIRE						
ARTICLE II. - TAXICABS, DIVISION 2. - VEHICLE PERMITS						
Sec. 27-49 - Fee.						
Permit Insurance Fee (per car to be operated in the city for a 12-month period ending December 31)	\$	50.00				
CHAPTER 27 - VEHICLES FOR HIRE						
ARTICLE II. - TAXICABS, DIVISION 3. - CITY TAXICAB DRIVER'S PERMIT						
Sec. 27-65 - Issuance of permit; fee.						
Background Information Check Fee	\$	10.00				
CHAPTER 27 - VEHICLES FOR HIRE						
ARTICLE III. - VEHICLE TOWING						
Sec. 27-91. - Fees for nonconsent tows.						
Fee for Nonconsent Tow			<i>Fee for Nonconsent Tow levied pursuant to V.T.C.A. Occupations Code Ch. 2308.</i>			
CHAPTER 28 - ZONING						
ARTICLE II. - ZONING PROCEDURES AND ADMINISTRATION						
Sec. 28-24. - Amendments to zoning ordinance and districts, administrative procedures, and enforcement.						
Waiver Request Fee	\$	100.00				
Renewing Application Fee (if waiver request granted before expiration date)			<i>150% of the zoning application fee</i>			
CHAPTER 30 - SPECIAL DISTRICTS						
ARTICLE I. - GENERAL						
Sec. 30.5. - Deposit against expenditures.						
Initial Deposit Sum	\$	25,000.00				
Additional Deposit Sum	\$	10,000.00				



AGENDA ITEM SUMMARY FORM

MEETING DATE: 07/13/2021

PREPARED BY: Glenn LaMont, Megan Mainer, Martha Eighme, and Colleen Martin

AGENDA CONTENT: Discussion and possible actions on any of Governor Abbott's latest executive orders, Brazoria County's emergency declarations and impact on the City of Angleton and how to proceed with city business in the future.

AGENDA ITEM SECTION: Regular Agenda

BUDGETTED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Staff would like City Council's advice and direction on latest policies and priorities as COVID-19 issues are abating and more of the area is reopening. This is also an Opportunity for Council to ask questions on COVID-19 response. Topics include vaccination updates, funding, and personnel policies.

RECCOMENDATION:

None.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 7/13/2021

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on KAB TxDOT traffic controller cabinet wrap art recommendations and authorize the City Manager to execute artist agreements.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$5,415

FUNDS REQUESTED: NA

FUND: 13-500-407

EXECUTIVE SUMMARY:

On May 13, staff advertised a Request for Proposal (RFP) for traffic signal controller cabinet wrap art for three new locations within Angleton including: Cedar and Loop 274, Orange and Velasco, and S. Velasco and HWY35.

This is an opportunity to support the aesthetic improvement of the state highway system within Angleton city limits and, also, fulfills goal four, revitalize downtown, objective three, attract arts, entertainment, and specialty retail downtown, of the Strategic Plan adopted by City Council on June 26, 2018. KAB provided staff direction regarding a theme which included Texas Wildflowers, historical Texas heroes, coastal birds, and Texas butterflies, for the RFP. The RFP was advertised on May 13, 2021 and closed on June 8, 2021.

Staff received several submissions from four artists which were evaluated and ranked by KAB members and the Executive Director. Results were compiled and KAB recommended the top three submissions for wrap installation: Sign Us a Song by Joy Chandler, Monarch by Lauren Luna, and Butterflies and Magnolias by Wendy Delgado.

KAB approved the top three submissions for wrap installation including Sign Us a Song by Joy Chandler at S. Velasco and HWY35, Monarch by Lauren Luna at Orange and Velasco, and Butterflies and Magnolias by Wendy Delgado at Cedar and Loop 274.

RECOMMENDATION:

Staff recommends City Council approve KAB TxDOT traffic controller cabinet wrap art recommendations and authorize the City Manager to execute artist agreements.

First Name	Last Name	JC Great Egret - Time and Space	JC Sing Us a Song	JC Taking Flight	AL Matagorda Memories	AL Texas Reds	LL Monarch	LL Pond at Sunset	LL Wetlands	UW Bluejays and Fall Maples	UW Butterflies an Magnolias	UW Peregrine
	OVERALL	86.25	92.75	90.75	66.75	79	87.5	80	75.25	79.25	81.5	73.5

- Top 3**
- Sign Us a Song - Joy Chandler**
- Monarch - Lauren Luna**
- Butterflies and Magnolias - Wendy Delgado**

CITY OF ANGLETON, TEXAS
CONTRACT FOR THE DESIGN OF A TRAFFIC SIGNAL BOX PUBLIC ART WRAP

This Contract (“Contract”) is made between the City of Angleton, a Texas municipal corporation, (“City”), and Joy Chandler, (“Artist”), providing for an art wrap design for a traffic signal box for the City. The foregoing parties are herein collectively referred to as “Parties” and individually referred to as a “Party”. The purpose of this agreement is to set forth the terms for selected art to be used on display in the public and in particular for wraps on traffic signal boxes. For good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereby agree as follows:

1. Definitions. In this contract:

Work means the art and design for a traffic signal box art wrap, the design to be created by the Artist and provided to the City for fabrication and installation on a traffic signal control box/cabinet in the City, as described in the proposal provided by the Artist, attached to this Contract as Exhibit A (hereinafter, the “Proposal”).

Wrap means a traffic signal box art wrap displaying the Work that has been fabricated by and installed on a traffic signal control box/cabinet by the City.

2. Effective Date. This Contract will be effective as of the latest of the dates signed by the Parties (“Effective Date”).

3. Artist’s Obligations.

- (a) Artist will create and provide to the City the Work described in this Contract, in conformity with the Proposal and the terms of this Contract.
- (b) Artist will provide the Work to the City in a digital format.
- (c) Artist grants an irrevocable license for the use of the Work to the City, and to make reproductions of the Work for any municipal or public purpose, including but not limited to any publicity the City deems appropriate or beneficial.

4. City’s Obligations.

- (a) The City will provide credit to the Artist and a copyright notice substantially in the following form: Copyright © [Joy Chandler] [2021]. This credit may be included on the City website next to a digital copy of the Wrap. Any reproductions of the Work made by the City will credit the Artist and contain a copyright notice.

- (b) The City will fabricate and install any traffic signal box art wraps displaying the Work, and pay all costs associated with the fabrication and installation, however, the City is not obligated hereunder to use the Work on any traffic signal box art wraps.

5. Compensation.

- (a) The City will pay the Artist a total one-time payment of two hundred and fifty dollars (\$250.00), upon the Effective Date of this Contract.
- (b) This amount, as specified in Subsection 5(a) above, is the only compensation to be paid by the City and the payment is intended to cover all of Artist's costs associated with the Work including, but not limited to, Artist's design fee, project documentation, and any other costs associated with the creation of the Work, including the irrevocable license granted to the City.

6. Final Design.

- (a) Artist submitted her Proposal pursuant to a request for proposals seeking to commission traffic signal box art wraps suitable for fabrication and installation on traffic signal control boxes/cabinets in the City. The Proposal included a proposed concept or concepts for the traffic box art wrap(s) instrumental in the City selecting the Artist for this project.
- (b) Upon execution of this Contract, Artist will undertake the preparation of the final concept for the Work (the "Final Design").
- (c) Artist will provide the Final Design to the City for review and final approval and acceptance within three (3) business days of the Effective Date of this Contract. Within three (3) business days after receipt of the Final Design from Artist, the City will notify the Artist, in writing: (1) of the City's approval and acceptance of the Final Design; or (2) if the City requires any revisions to the Final Design in order to comply with the Proposal, or any other reasons. If agreed upon by all Parties, such revisions will become a part of the Final Design.
- (d) Upon the City's approval and acceptance of the Final Design, the Final Design, and license for its use, will immediately be conveyed to the City, and is subject to any Copyright rights retained by Artist.

- 7. Fabrication and Installation.** After approval of the Final Design, the City may fabricate and install traffic box art wraps displaying the Work in substantial conformity with the

Final Design. As part of the license granted to the City under this Contract, the City is expressly authorized to use the Work to fabricate and install an unlimited number of additional traffic box art wraps.

8. Warranties of Title. Artist represents and warrants that:

- (a) The Work is solely the result of the artistic effort of the Artist and Artist is the sole author, as that term is used in the United States Copyright laws, of the Work. Artist further represents that it will be the sole author, as that term is used in the United States Copyright laws, of all artistic works created pursuant to this Contract, including any intermediate works created during the creation of the Work;
- (b) Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright or the rights of any person;
- (c) The Work (or duplicate thereof) has not been accepted for use, license, or sale elsewhere;
- (d) Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Work or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- (e) Upon payment to the Artist by, and delivery of the Work to, the City, that the title transferred to the Work is free and clear of any claims or encumbrances from any source whatsoever;
- (f) All Work created or performed by the Artist under this Contract, including any intermediate works created during the creation of the Work, will be wholly with the Artist and will not infringe upon or violate the rights of any third party;
- (g) Artist has not and will not grant any licenses to the Work, including but not limited to the Work and any intermediate works created during the creation of the Work, other than the exclusive license granted herein to the City, its successors, and assigns;
- (h) Artist has the full power to enter into and perform this Contract and to make the grant of rights contained in this Contract, and Artist created the Work in accordance with all applicable laws, regulations, ordinances, and with all necessary care, skill, and diligence;

9. Wrap Duration, Repair; Removal; Replacement. A Wrap is expected to have a lifespan of five (5) to seven (7) years. A Wrap will be removed by the City after 5 to 7 years, depending on its condition, in the City's sole discretion. The City will have the right to remove, repair, or replace any Wrap, as needed, in the City's sole discretion.

10. Wrap Maintenance. The City will be responsible for maintenance and conservation of any Wrap, for so long as the Wrap remains in use. The City will have the right, in its sole discretion, and without Artist's input or approval, to determine the appropriate method of maintenance.

11. Term of Contract & Survival of Obligations. The Contract is effective as of the Effective Date and, unless terminated earlier pursuant to such provisions in the Contract, will extend until approval and acceptance of the Final Design by the City under Subsection 6(c) above, but in no event will extend beyond a period of one year. All provisions of this Contract that impose continuing obligations on the Parties, including but not limited to granting an irrevocable license to the City, warranty, indemnification, limitation of liability, and keeping addresses for notice current, shall survive the expiration or termination of this Contract.

12. Termination.

- (a) The City may terminate this Contract during its term at any time for any reason by giving written notice to Artist not less than three (3) business days prior to the termination date.
- (b) Termination of this Contract will not terminate the license or any other rights granted to City.

13. Liability and Indemnity.

- (a) ARTIST HEREBY RELEASES THE CITY AND THE CITY'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE "CITY-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST, ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY

DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES OR OTHER COSTS INCURRED IN CONNECTION WITH ANY MATTER RELATING TO THE TERMS OF THIS CONTRACT, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:

(1) **ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT CAUSED BY ARTIST.**

14. Title. Title to the Work subject to Section 15 of this Agreement is exclusively and irrevocably licensed to the City upon the City's approval and acceptance of the Final Design.

15. Copyright Ownership.

(a) Subject to the terms of this Contract, including any covenants herein prohibiting the creation of additional works, the exclusive license granted to the City, its successors and assigns, and the tangible ownership rights of the City in the Work, Artist will have and retain all rights to the Work afforded to Artist by the Copyright Laws of the United States. Artist agrees to do and perform all acts necessary to effect and protect the copyright and renewals thereof. However, if necessary, the City, its successors, and assigns, may take reasonable steps to conserve or maintain the Work in its original form upon prior consultation with the Artist.

(b) The requirements and obligations in this Section 15 will survive termination or expiration of the Contract.

16. Covenant; License; Reproduction Rights.

(a) In view of the intention that the final Work will be unique, Artist on behalf of itself and its successors, assigns, and affiliates, covenants, warrants, and agrees that it will not knowingly aid, abet, participate in, assist, authorize, condone, or permit the making, copying, displaying, or selling of any exact duplicate, or two- or three-dimensional reproductions of the final Work, nor will the Artist grant permission to others to do so except with the written permission of the City. This covenant will survive termination or expiration of the Contract. However, nothing herein will prevent the Artist from creating future works in the Artist's manner and style of artistic expression, including works that include design elements similar to the Work, so long as such works do not replicate the exact composition of the Work.

(b) Artist grants to the City, its successors and assigns, an irrevocable, fully transferable, fully sub-licensable, exclusive license to make unlimited two- and three-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, additional Wraps, photographs and digital reproductions of the Work for inclusion in the City of Angleton's catalogues, books, brochures, website, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic, online media. The City may include information about the Work and Artist on other plaques or materials and in other information as determined by the City.

(c) All reproductions by the City will contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Joy Chandler], [2021].

(d) Artist will use the Artist's best efforts in any public showing or résumé use of reproductions to give acknowledgment to the City in substantially the following form: "an original Work commissioned by and in the public art collection of the City of Angleton."

(e) Artist will, at Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Work in the Artist's name.

(f) If the City wishes to make reproductions of the Work for commercial purposes, including, but not limited to, tee shirts, post cards, and posters, the Parties will execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist will receive, if any.

(g) Third Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

17. Artist's Waiver Under 17 U.S.C. §106A.

(a) Scope of Waiver. Artist's waiver applies to the Work described herein.

(b) Uses Covered. This waiver applies to the following uses: any and all applications in which either the attribution right or the integrity right may be implicated.

(c) Waiver. With respect to works enumerated in subparagraph (a) above for uses enumerated in subparagraph (b) above, Artist hereby expressly and forever waives any and all rights arising under 17 U.S.C. § 106A, and any rights arising under United States federal law, the laws of any states within the United States, or the laws of any other country that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, or any other

type of moral right.

18. Assignment and Transfer.

- (a) Except as otherwise provided in this Contract, no Party has the right to assign this Contract without the prior written consent of the other Parties.
- (b) The Work and services required of the Artist are sole and personal and will not be assigned, sublet, or transferred. Any attempt by Artist to assign any rights, duties, or obligations arising under this Contract will be void and of no effect unless prior written consent is given by the City.

The City will have the right to assign or transfer the Contract, and any and all of the City's rights and obligations under the Contract, without Artist's consent, if ownership of the Work is transferred.

19. Entire Contract. This Contract represents the entire Contract between the City and the Artist. This Contract may be amended only by written instrument signed by both parties.

20. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

21. Waivers. A waiver of any breach of any of the provisions of this Contract will not be construed as a continuing waiver of other breaches of the same or other provisions.

22. Notices. All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three days after the date of deposit in the United States mail. Unless otherwise provided in this Contract, all notices will be delivered to the following addresses:

To Artist: Joy Chandler
16911 Driver Lane
Sugar Land, TX 77498
Email: joyechandler@hotmail.com

To the City: Chris Whittaker
City Manager
City of Angleton
121 S Velasco
Angleton, TX 77515
Email: cwhittaker@angleton.tx.us

If any Party changes its mailing or email address it will notify the other Parties in writing of the change, as provided for in this section.

23. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Brazoria County, Texas.

24. Compliance with Laws. Artist must comply with any federal, state, and local laws, rules, and regulations applicable to the Work and its services under this Contract.

25. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Artist's Additional Contract Documents:

A. Joy Chandler's Traffic Box Art Wrap Project Proposal (___ pages).

Exhibit B. City's Additional Contract Documents:

B. City of Angleton Request for Proposal – Traffic Box Art Wrap Project (9 pages)

[Signature Page Follows]

**CITY OF ANGLETON, a Texas
municipal corporation**

**Joy Chandler
Artist**

Jason Perez, Mayor

By: _____, Artist

Date: _____

Date: _____

ATTEST:

Frances Aguilar, City Secretary

EXHIBIT A-1

Joy Chandler's Traffic Box Art Wrap Project Proposal

EXHIBIT B-1

City of Angleton Request for Proposals – Traffic Box Art Wrap Project

(See Attached)

Education

2012 Masters of Fine Arts, Academy of Art University, San Francisco, CA
 2004 Masters of Science, Manhattan College, Riverdale, NY
 2000 Bachelors of Fine Art, Kent State University, Kent, Ohio

Awards

2020 City of Houston Proclamation of “Lauren Luna Day”
 2020 Houston First *Art in the Sky* Winner
 2018 Pearland Art League People Choice Award for Best In Show- Pearland, Texas
 2017 Black Girl Excellence Award- Houston, Texas
 2016 Pearland Art League 2nd Place- Pearland Texas
 2015 Congressional Record; House of Representatives, 114th Congress, Austin, Texas
 2015 Pearland Art League Best In Show-Pearland, Texas
 2014 Margot Siegel Design Award, Goldstein Museum of Design, Minneapolis, Minnesota
 2012 Scion’s Top 50 Entrepreneur, Los Angeles, California
 2008 Honorable Mention-*Art Buzz* 2009 Collection
 2008 Award of Merit-*International Art Show: Part II – Abstract* Guests Gallery
 2008 1st place popular vote- *Fire and Rebirth* – www.zhibit.org
 1999 Honorable Mention- Steward Art Show, Kent, Ohio

Solo Exhibitions

2020 *Urban Playground*, Bisong Gallery, Houston, TX
 2017 Featured Artist, Friendswood Public Library, Friendswood, Texas
 2010 *The State of Our (un)Union*, KIACA Gallery, Columbus, Ohio
 2000 *On the Outside Looking In* Senior BFA Show, Sculpture Gallery, Kent Ohio
 2000 *Where Ya From?* Snaps and Taps, Columbus, Ohio
 1999 *Little of This, Little of That* Snaps and Taps, Columbus, Ohio

Select Group Exhibitions

2017-current *Bayou City Art Festival*, Houston, TX
 2016 *yART Sale*, BlueOrange Gallery, Houston, TX
 2016 *Chocolate and Art*, Spring Street Studios, Houston, TX
 2015 *Houston on Fire*, Houston Fire Museum, Houston, TX
 2015 *Fusion of the Arts*, Pearland Art League, Pearland, TX
 2015 *Dark Matter: An Art Show of Science and Civil Rights*, Mother Dog Studios, Houston, TX
 2014 Galveston Art Walk Featured Artist, Affaire d’ Arte, Galveston, TX
 2013 *Stepping Into the Limelight*, GRASSI Museum for Applied Arts, Germany
 2012 *Body Awareness*, Stark Naked Theatre, Houston, TX
 2012 *You’ll Find This Offensive*, Red Door Space, Pittsburg, PA
 2012 *The Faces of Color*, Performing Arts Center, Bethune-Cookman Univ. Daytona Beach, FL
 2011 *Artopia*, Winter Street Studios, Houston, TX
 2011 *Via Colori*, Houston, TX

- 2011 *The Many Faces of Nico*, War'haus Gallery, Houston, TX
 2011 *Introducing the New Members of Montrose Art Society*, Caroline Collective, Houston, TX
 2009 *Columbus-The Crossroads to Ohio*, James A. Rhodes State Office Tower, Columbus, Ohio
 2009 *Via Colori*, Pearl Alley, Columbus, Ohio
 2009 *TrU-Rrt*, Kiaca Gallery, Columbus, Ohio
 2008 *Passing the Torch*, James A. Rhodes State Office Tower, Columbus, Ohio
 2008 *C Note Art Show*, Junctionview Studios, Columbus, Ohio
 2008 *Art of Democracy: Farewell to the Wasteland*, Ball State University, Muncie, IN^[SEP]2008
Art of Politics, BoMa, Columbus, Ohio^[SEP]2008 *Red Chair Art Affair*, Columbus Museum of
 Art, Columbus, Ohio^[SEP]2008 *Salon Show*, Terra Gallery, Columbus, Ohio^[SEP]2008 *One
 Night: High*, Ohio Art League, Columbus, Ohio^[SEP]2008 *Agora V*, Junctionview Studios,
 Columbus, Ohio^[SEP]2008 *Via Colori*, Goodale Park, Columbus, Ohio
 2008 Gahanna Gallery Walk, Gahanna, Ohio
 2008 *Stripped Away* MadLab Gallery, Columbus, Ohio
 2008 Bar of Modern Art, Columbus, Ohio
 2008 *Inside the Artist's Studio*, Mahan Gallery, Columbus, Ohio^[SEP]2008 *Rhythm of Art*, Terra
 Gallery, Columbus, Ohio^[SEP]2008 *Movement, Color and Light*, Agni Gallery, New York, New
 York^[SEP]2008 *Contemporary Media Show*, Terra Gallery, Columbus, Ohio
 2008 *Agora IV*, Junctionview Studios, Columbus, Ohio
 2008 *C-Note Show*, Junctionview Studios, Columbus, Ohio
 2008 *Age of Aquarius*, Butler Art Center, Butler, Pennsylvania
 2008 Terra Gallery, Columbus, Ohio
 2008 *Abstract works from the Terra Gallery*, Concourse Gallery, Upper Arlington,
 2008 Morpho Gallery, Chicago, Illinois
 2008 Utrecht Gallery, Chicago, Illinois
 2001 *Founders & Friends* Exhibition, Cinque Gallery, New York, New York
 2001 *Roots and Wings*, Cinque Gallery, New York, New York
 2000 *Stewart Art Show*, Stewart Hall, Kent, Ohio
 2000 *From Roots to Recovery*, Music Listening Center, Kent, Ohio
 2000 *Cold Exchange*, Millworks Gallery Inc, Akron, Ohio
 2000 *Express Yourself*, Stark State College Of Technology, Canton, Ohio
 2000 *When Harlem was in Vogue*, Uumbaji Gallery, Kent, Ohio
 1999 *Variations and Perspectives*, Uumbaji Gallery, Kent, Ohio
 1999 *Xposure*, Uumbaji Gallery, Kent, Ohio
 1997 Black Art Plus, Columbus, Ohio

Permanent Collections/Public Installations:

- City of Angleton Angleton, Texas
 City of Sugarland. Sugarland, Texas
 KHOU Houston, Texas
 Camden Travis St. Apartments, Houston, Texas
 Mark Twain Elementary, Alvin, Texas
 Goldstein Museum of Design, Minneapolis, Minnesota
 KIACA Gallery, Columbus, Ohio

Cinque Gallery, New York, New York
 Drs. Oswagu- Bosah, New Albany, Ohio
 Mr. & Mrs. Lee, Columbus, Ohio

Select Media Coverage

2021 Isiah Factor: Uncensored: Diversity in the Arts, *KRIV 26*
 2020 Art Valet: Luna becomes well-known name in local art scene, *The Leader News*
 2020 BSA & Art Association Bring Artist Lauren Luna to Campus for Speaker Event, *UHCL The Signal*
 2020 In the Age of Coronavirus, Street Chalk Event Goes Viral, *Houston Chronicle*
 2019 A Local Artist Draws Up an Opportunity For Minorities In The Arts, *KHOU 11*
 2019 Bayou City Art Festival Features Art From Around the World, *ABC13*
 2019 Fulfilling dreams: Houston Painter Using Art Show to Fund Scholarship, *The Leader News*
 2018 Bayou City Guest Artists, *Houston Life KHOU*
 2015 Mark Twain Art Teacher Claims Top Award in Recent Show, *Alvin Advertiser*
 2015 Fusion of the Arts' includes PAL's 5th Annual Juried Exhibition, *Friendswood Journal*
 2015 Art Valet: Examining art in the Heights, *The Leader News*
 2015 Local Artist works to be featured in Montrose eatery, Breakfast Klub, *The Leader News*
 2015 "Artist Spotlight" *Professional Artist Magazine*
 2014 "Artist Spotlight" *Professional Artist Magazine*
 2013 "Lauren Luna: Shoe Designer & Artist" *Why Blue Matters*
 2012 "100 Houston Creatives" *Houston Press*
 2012 "Summer of Shoes" *Houston Chronicle*
 2011 "The Artist that Lived in a Shoe" *Genteel Magazine*
 2010 "Rise, Grind, Rinse, Repeat...Artista Style" *Urban Elements*
 2010 Artist Makes Shoes Her New Canvas, *WSYX 6 Good Day Columbus*
 2010 Q & A: Shoe Designer Lauren Luna, *Columbus Alive*
 2010 :Lauren Luna" *R-A-WShoesBlog*
 2010 "Demonstrator Yells at Photographer 1968" by Lauren Luna" *Soul Portrait Magazine*,
 2010 "Customized Heels by Lauren Luna", *This Next*,
 2010 "Featured Addiktions Lauren "Artista" Luna" Addiketd to Fashio
 2010 "'Irony' by Lauren Luna", *Soul Portrait Magazine*,
 2010 Nike Air Force 1 Low "Newport" Customs for Noreaga" *Sneaker Obsession*,
 2010 "Lauren Luna-Ed Lover Custom Nike Air Force 1", *Paint or Thread*
 2010 "Custom Air Force 1's Designed by Lauren Luna" *Material Killers*,
 2010 "Art and creativity coming to a shoe near you.", *The Examiner*,

Teaching Experience

2016- Current Adjunct Professor, Drawing, Painting and Art Appreciation
 2012- 2019; Middle School Art Teacher, Alvin, Texas
 2009 Adjunct Professor Drawing Basics, Columbus State Community College

LAUREN LUNA

1502 Sawyer St. #113.

Houston, TX 77002

832-713-7217

lauren@artistaluna.com

<http://www.artistaluna.com>

My name is Lauren Luna and I am wishing to be chosen as one of the artists for your beautification project. I believe that my experience, professionalism, and the high quality of my work will bring the ideal aesthetic to the new project. I have been practicing as a professional artist for more than twenty years and have worked very hard of achieving my goal of being a full time artist.

Relocating nine years ago to Houston from Columbus, Ohio in pursuit of my goal, I finished my Masters Degree in Fine Arts in 2012 focusing on painting. During that time and since, I have been able to achieve my dream; teaching elementary art in Alvin ISD and college level art classes at Alvin, San Jacinto and Lone Star Community Colleges. I also participate within Houston's art community, at local art festivals such as Midtown Art in the Park and White Linen Night in the Heights. I also have had the pleasure of presenting the honorable Sylvester Turner with a painting at the Pinnacle Awards on behalf the Greater Houston Black Chamber of Commerce.

I am excited at the possibility to do another installation. In 2012, I completed a 22 ft. wall installation at the school building where I was employed. The mosaic, made in memorandum of past teachers who had recently passed away, was made of colored glass. I was assisted by my afterschool art club with the assemblage of the wall mosaic. Following my direction, we installed a scene that had three open books with the deceased teachers' names, two rainbows connecting the books and multicolored flowers that sprung up all along the bottom border of the mosaic. On the top border included the zig zag pattern that was reminiscent of the old building that this one had replaced. Working during my lunch, planning period and afterschool, from conception to completion took about six months. That spring, our school did a dedication to the families of the departed teachers, also receiving publicity in the local paper.

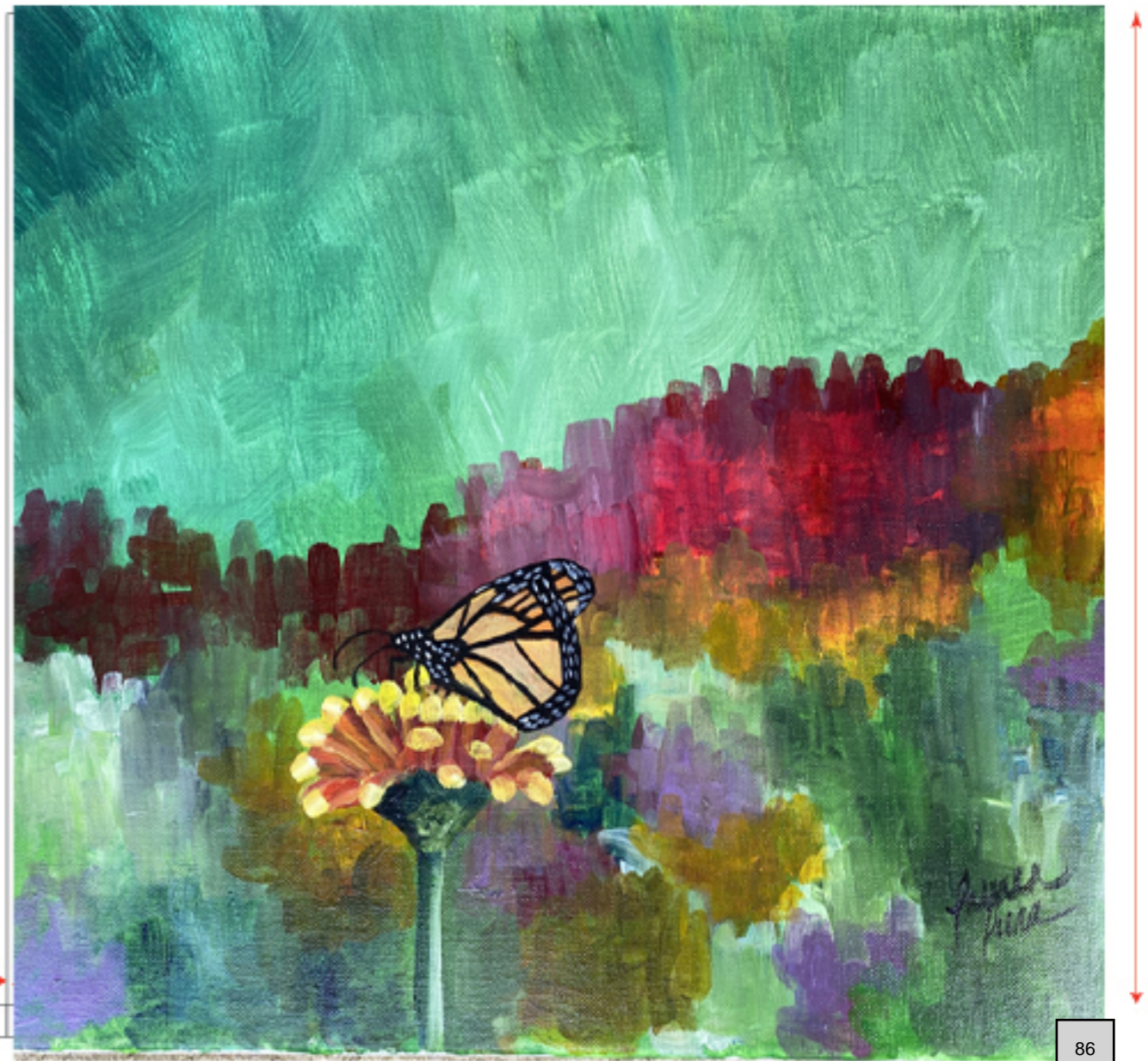
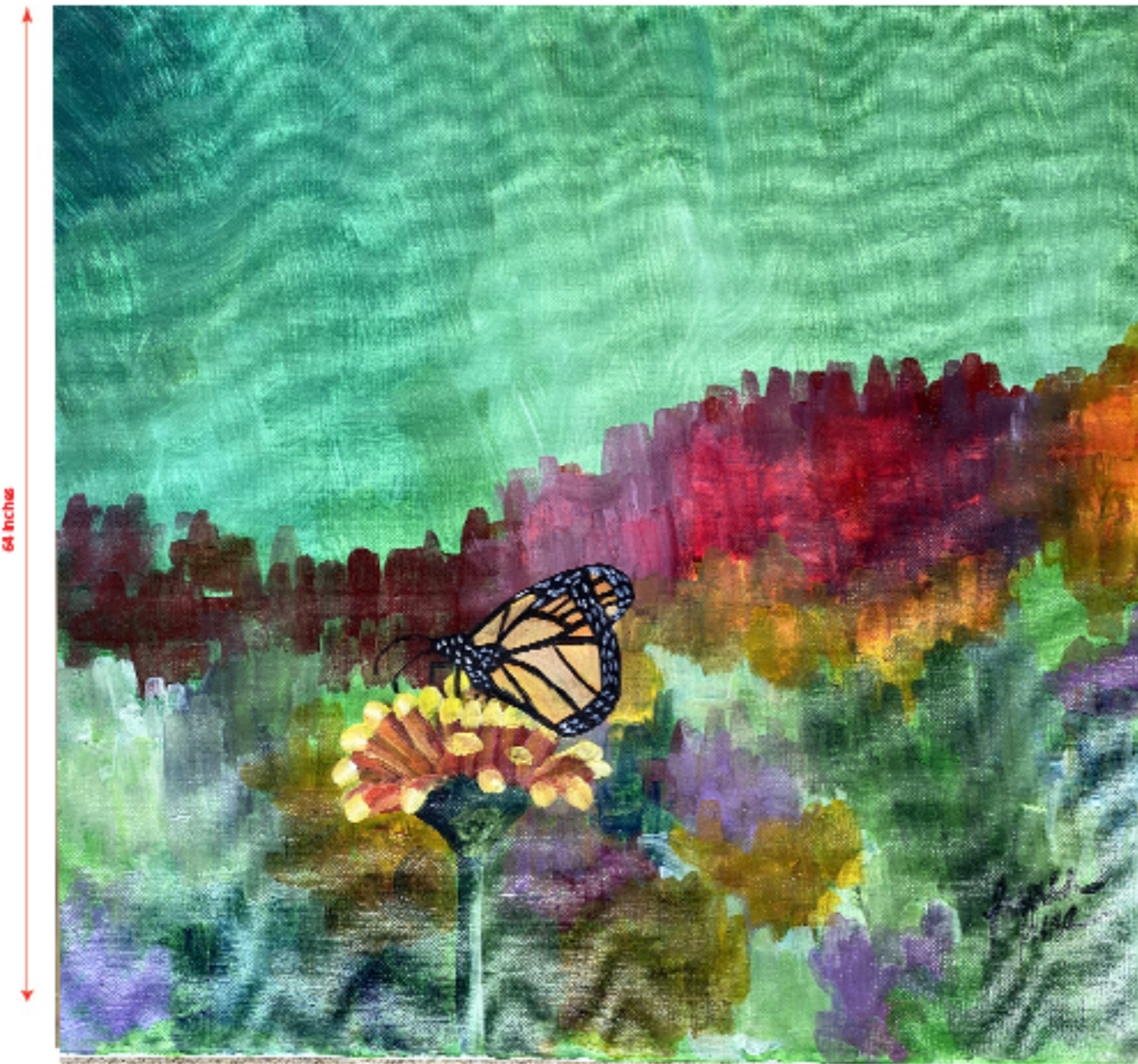
I feel if I was chosen to be the artist to complete another traffic box in Angleton, I would be able to assist in the city's goal of adding art to the area. I am a good candidate for this project and meet all requirements. I am not currently under any other contracts nor have any family relatives in City Hall or City Council.

References

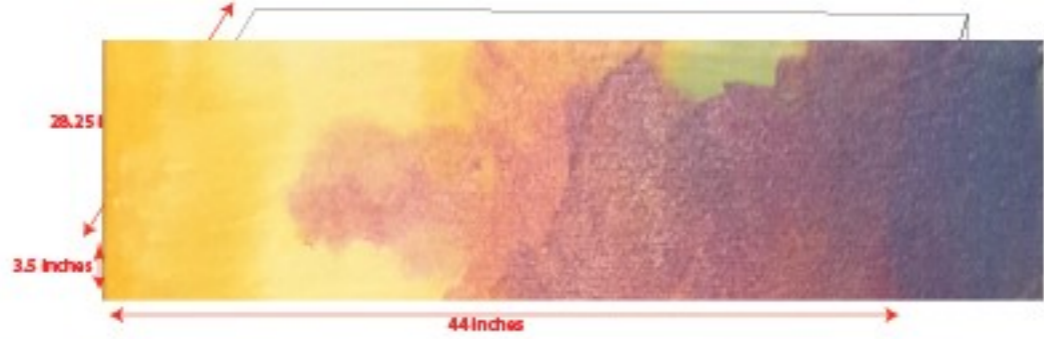
1. Cynthia Alvarado
Operations Manager
Midtown Management District
calvarado@midtown-tx.org
713-526-7577
2. Mitchell Cohen
Owner of First Saturday Art Market
artvalet@gmail.com
832-273-4798
3. Carla Bisong
Owner of Bisong Art Gallery
carla@bisonggallery.com
713-498-3015



* Drawing may not be to scale



* Drawing may not be to scale



* Drawing may not be to scale

CITY OF ANGLETON, TEXAS
CONTRACT FOR THE DESIGN OF A TRAFFIC SIGNAL BOX PUBLIC ART WRAP

This Contract (“Contract”) is made between the City of Angleton, a Texas municipal corporation, (“City”), and Lauren Luna, (“Artist”), providing for an art wrap design for a traffic signal box for the City. The foregoing parties are herein collectively referred to as “Parties” and individually referred to as a “Party”. The purpose of this agreement is to set forth the terms for selected art to be used on display in the public and in particular for wraps on traffic signal boxes. For good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereby agree as follows:

1. Definitions. In this contract:

Work means the art and design for a traffic signal box art wrap, the design to be created by the Artist and provided to the City for fabrication and installation on a traffic signal control box/cabinet in the City, as described in the proposal provided by the Artist, attached to this Contract as Exhibit A (hereinafter, the “Proposal”).

Wrap means a traffic signal box art wrap displaying the Work that has been fabricated by and installed on a traffic signal control box/cabinet by the City.

2. Effective Date. This Contract will be effective as of the latest of the dates signed by the Parties (“Effective Date”).

3. Artist’s Obligations.

- (a) Artist will create and provide to the City the Work described in this Contract, in conformity with the Proposal and the terms of this Contract.
- (b) Artist will provide the Work to the City in a digital format.
- (c) Artist grants an irrevocable license for the use of the Work to the City, and to make reproductions of the Work for any municipal or public purpose, including but not limited to any publicity the City deems appropriate or beneficial.

4. City’s Obligations.

- (a) The City will provide credit to the Artist and a copyright notice substantially in the following form: Copyright © [Lauren Luna] [2021]. This credit may be included on the City website next to a digital copy of the Wrap. Any reproductions of the Work made by the City will credit the Artist and contain a copyright notice.

- (b) The City will fabricate and install any traffic signal box art wraps displaying the Work, and pay all costs associated with the fabrication and installation, however, the City is not obligated hereunder to use the Work on any traffic signal box art wraps.

5. Compensation.

- (a) The City will pay the Artist a total one-time payment of two hundred and fifty dollars (\$250.00), upon the Effective Date of this Contract.
- (b) This amount, as specified in Subsection 5(a) above, is the only compensation to be paid by the City and the payment is intended to cover all of Artist's costs associated with the Work including, but not limited to, Artist's design fee, project documentation, and any other costs associated with the creation of the Work, including the irrevocable license granted to the City.

6. Final Design.

- (a) Artist submitted her Proposal pursuant to a request for proposals seeking to commission traffic signal box art wraps suitable for fabrication and installation on traffic signal control boxes/cabinets in the City. The Proposal included a proposed concept or concepts for the traffic box art wrap(s) instrumental in the City selecting the Artist for this project.
- (b) Upon execution of this Contract, Artist will undertake the preparation of the final concept for the Work (the "Final Design").
- (c) Artist will provide the Final Design to the City for review and final approval and acceptance within three (3) business days of the Effective Date of this Contract. Within three (3) business days after receipt of the Final Design from Artist, the City will notify the Artist, in writing: (1) of the City's approval and acceptance of the Final Design; or (2) if the City requires any revisions to the Final Design in order to comply with the Proposal, or any other reasons. If agreed upon by all Parties, such revisions will become a part of the Final Design.
- (d) Upon the City's approval and acceptance of the Final Design, the Final Design, and license for its use, will immediately be conveyed to the City, and is subject to any Copyright rights retained by Artist.

- 7. Fabrication and Installation.** After approval of the Final Design, the City may fabricate and install traffic box art wraps displaying the Work in substantial conformity with the

Final Design. As part of the license granted to the City under this Contract, the City is expressly authorized to use the Work to fabricate and install an unlimited number of additional traffic box art wraps.

8. Warranties of Title. Artist represents and warrants that:

- (a) The Work is solely the result of the artistic effort of the Artist and Artist is the sole author, as that term is used in the United States Copyright laws, of the Work. Artist further represents that it will be the sole author, as that term is used in the United States Copyright laws, of all artistic works created pursuant to this Contract, including any intermediate works created during the creation of the Work;
- (b) Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright or the rights of any person;
- (c) The Work (or duplicate thereof) has not been accepted for use, license, or sale elsewhere;
- (d) Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Work or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- (e) Upon payment to the Artist by, and delivery of the Work to, the City, that the title transferred to the Work is free and clear of any claims or encumbrances from any source whatsoever;
- (f) All Work created or performed by the Artist under this Contract, including any intermediate works created during the creation of the Work, will be wholly with the Artist and will not infringe upon or violate the rights of any third party;
- (g) Artist has not and will not grant any licenses to the Work, including but not limited to the Work and any intermediate works created during the creation of the Work, other than the exclusive license granted herein to the City, its successors, and assigns;
- (h) Artist has the full power to enter into and perform this Contract and to make the grant of rights contained in this Contract, and Artist created the Work in accordance with all applicable laws, regulations, ordinances, and with all necessary care, skill, and diligence;

9. Wrap Duration, Repair; Removal; Replacement. A Wrap is expected to have a lifespan of five (5) to seven (7) years. A Wrap will be removed by the City after 5 to 7 years, depending on its condition, in the City's sole discretion. The City will have the right to remove, repair, or replace any Wrap, as needed, in the City's sole discretion.

10. Wrap Maintenance. The City will be responsible for maintenance and conservation of any Wrap, for so long as the Wrap remains in use. The City will have the right, in its sole discretion, and without Artist's input or approval, to determine the appropriate method of maintenance.

11. Term of Contract & Survival of Obligations. The Contract is effective as of the Effective Date and, unless terminated earlier pursuant to such provisions in the Contract, will extend until approval and acceptance of the Final Design by the City under Subsection 6(c) above, but in no event will extend beyond a period of one year. All provisions of this Contract that impose continuing obligations on the Parties, including but not limited to granting an irrevocable license to the City, warranty, indemnification, limitation of liability, and keeping addresses for notice current, shall survive the expiration or termination of this Contract.

12. Termination.

- (a) The City may terminate this Contract during its term at any time for any reason by giving written notice to Artist not less than three (3) business days prior to the termination date.
- (b) Termination of this Contract will not terminate the license, or any other rights granted to City.

13. Liability and Indemnity.

- (a) ARTIST HEREBY RELEASES THE CITY AND THE CITY'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE "CITY-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST, ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY

DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES OR OTHER COSTS INCURRED IN CONNECTION WITH ANY MATTER RELATING TO THE TERMS OF THIS CONTRACT, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:

(1) **ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT CAUSED BY ARTIST.**

14. Title. Title to the Work subject to Section 15 of this Agreement is exclusively and irrevocably licensed to the City upon the City's approval and acceptance of the Final Design.

15. Copyright Ownership.

(a) Subject to the terms of this Contract, including any covenants herein prohibiting the creation of additional works, the exclusive license granted to the City, its successors and assigns, and the tangible ownership rights of the City in the Work, Artist will have and retain all rights to the Work afforded to Artist by the Copyright Laws of the United States. Artist agrees to do and perform all acts necessary to effect and protect the copyright and renewals thereof. However, if necessary, the City, its successors, and assigns, may take reasonable steps to conserve or maintain the Work in its original form upon prior consultation with the Artist.

(b) The requirements and obligations in this Section 15 will survive termination or expiration of the Contract.

16. Covenant; License; Reproduction Rights.

(a) In view of the intention that the final Work will be unique, Artist on behalf of itself and its successors, assigns, and affiliates, covenants, warrants, and agrees that it will not knowingly aid, abet, participate in, assist, authorize, condone, or permit the making, copying, displaying, or selling of any exact duplicate, or two- or three-dimensional reproductions of the final Work, nor will the Artist grant permission to others to do so except with the written permission of the City. This covenant will survive termination or expiration of the Contract. However, nothing herein will prevent the Artist from creating future works in the Artist's manner and style of artistic expression, including works that include design elements similar to the Work, so long as such works do not replicate the exact composition of the Work.

(b) Artist grants to the City, its successors and assigns, an irrevocable, fully transferable, fully sub-licensable, exclusive license to make unlimited two- and three-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, additional Wraps, photographs and digital reproductions of the Work for inclusion in the City of Angleton's catalogues, books, brochures, website, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic, online media. The City may include information about the Work and Artist on other plaques or materials and in other information as determined by the City.

(c) All reproductions by the City will contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Lauren Luna], [2021].

(d) Artist will use the Artist's best efforts in any public showing or résumé use of reproductions to give acknowledgment to the City in substantially the following form: "an original Work commissioned by and in the public art collection of the City of Angleton."

(e) Artist will, at Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Work in the Artist's name.

(f) If the City wishes to make reproductions of the Work for commercial purposes, including, but not limited to, tee shirts, post cards, and posters, the Parties will execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist will receive, if any.

(g) Third Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

17. Artist's Waiver Under 17 U.S.C. §106A.

(a) Scope of Waiver. Artist's waiver applies to the Work described herein.

(b) Uses Covered. This waiver applies to the following uses: any and all applications in which either the attribution right or the integrity right may be implicated.

(c) Waiver. With respect to works enumerated in subparagraph (a) above for uses enumerated in subparagraph (b) above, Artist hereby expressly and forever waives any and all rights arising under 17 U.S.C. § 106A, and any rights arising under United States federal law, the laws of any states within the United States, or the laws of any other country that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, or any other

type of moral right.

18. Assignment and Transfer.

- (a) Except as otherwise provided in this Contract, no Party has the right to assign this Contract without the prior written consent of the other Parties.
- (b) The Work and services required of the Artist are sole and personal and will not be assigned, sublet, or transferred. Any attempt by Artist to assign any rights, duties, or obligations arising under this Contract will be void and of no effect unless prior written consent is given by the City.

The City will have the right to assign or transfer the Contract, and any and all of the City's rights and obligations under the Contract, without Artist's consent, if ownership of the Work is transferred.

19. Entire Contract. This Contract represents the entire Contract between the City and the Artist. This Contract may be amended only by written instrument signed by both parties.

20. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

21. Waivers. A waiver of any breach of any of the provisions of this Contract will not be construed as a continuing waiver of other breaches of the same or other provisions.

22. Notices. All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three days after the date of deposit in the United States mail. Unless otherwise provided in this Contract, all notices will be delivered to the following addresses:

To Artist: Lauren Luna
 1502 Sawyer Street, Suite 132
 Houston, TX 77007
 Email: lauren@artistaluna.com

To the City: Chris Whittaker
 City Manager
 City of Angleton
 121 S Velasco
 Angleton, TX 77515
 Email: cwhittaker@angleton.tx.us

CONTRACT FOR TRAFFIC BOX ART WRAP/Page 7

If any Party changes its mailing or email address it will notify the other Parties in writing of the change, as provided for in this section.

23. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Brazoria County, Texas.

24. Compliance with Laws. Artist must comply with any federal, state, and local laws, rules, and regulations applicable to the Work and its services under this Contract.

25. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Artist’s Additional Contract Documents:

A. Lauren Luna’s Traffic Box Art Wrap Project Proposal (___ pages).

Exhibit B. City’s Additional Contract Documents:

B. City of Angleton Request for Proposal – Traffic Box Art Wrap Project (9 pages)

[Signature Page Follows]

**CITY OF ANGLETON, a Texas
municipal corporation**

**Lauren Luna
Artist**

Jason Perez, Mayor

By: _____, Artist

Date: _____

Date: _____

ATTEST:

Frances Aguilar, City Secretary

EXHIBIT A-1

Lauren Luna's Traffic Box Art Wrap Project Proposal

EXHIBIT B-1

City of Angleton Request for Proposals – Traffic Box Art Wrap Project

(See Attached)



REQUEST FOR PROPOSALS

CITY OF ANGLETON

TRAFFIC CONTROLLER CABINET ART WRAP PROJECT
BID NO. P-202105



Invitation

The City of Angleton is seeking artists to aesthetically treat utility infrastructure throughout the community. Artists will be commissioned to transform traffic signal controller cabinets in Angleton from functional infrastructure into colorful and inspired works of art.

The City of Angleton will accept responses to the RFP until 2:00 p. m. on Tuesday, June 8, 2021, at the following address:

Attention: Office of the City Secretary
City of Angleton – City Hall
121 South Velasco Street Angleton, TX 77515

If you have any questions regarding the Request for Proposals contact:

Megan Mainer
Parks and Recreation Director
979-849-4364 ext.4101
mmainer@angleton.tx.us

Background

The City of Angleton, with input from the Keep Angleton Beautiful Board, will select up to three artists and artist teams to develop designs for signal boxes in Angleton. Artists will submit digital files that can be fabricated into vinyl wraps. Signal box locations include areas along Cedar/Loop 274, Orange/S Velasco, and S. Velasco/ SH 35. The Keep Angleton Beautiful Board will determine the specific location of each artwork.

Eligibility

The specific goals of the project include the following:

- Artists, students, schools, and community organizations are encouraged to apply.
- This opportunity is limited to Angleton-area, and regional artists (living/working within 70-mile radius of Angleton, Texas).
- Artists who apply in teams will have the opportunity to work collaboratively on their design. All artists contributing to a team project will receive equal recognition for their artistic input but will need to divide the \$250 stipend amongst themselves as they desire.
- Staff members, board members, advisory board members, City Council members and/or family members of City of Angleton are ineligible to apply.

Artwork Location

Traffic cabinets to be wrapped are located along Cedar/Loop 274, Orange/S Velasco, and S. Velasco/ SH 35. The Keep Angleton Beautiful Board will assign specific traffic cabinet locations to selected artist designs.

Traffic Box locations include:

- Cedar/Loop 274
- Orange/S Velasco
- S. Velasco/ SH 35

Duration

Wraps will be removed after 5 -7 years depending on condition. They may be removed at any time at the discretion of the City of Angleton.

Scope of Work

The scope of work will be finalized once an artist is selected. The proposed Scope of Services is not intended to be a detailed scope of work that will be required as part of the final agreement but is intended to provide general information to firms wishing to submit proposals. The City of Angleton will negotiate the detailed Scope of Services with the artist should the organization elect to proceed with the project. The selected, qualified artist will be retained to work with Keep Angleton Beautiful commission members and city staff. Artists should submit via [www. publicartist.org](http://www.publicartist.org) the following items:

1. **Resume and/or Biography/Artist Statement:** A current résumé that outlines your professional accomplishments as an artist. If applying as a team, please submit a resume for each artist, with the lead artist's resume first. If you select to submit a biography/artist statement, please do not exceed 500-word maximum.
2. **Letter of Intent:** Include a description of how the artist or artist team meets the criteria listed in the RFP. Please do not exceed 500-word maximum.
3. **Work Examples/Digital Images.** Digital images of 3-5 previously completed artworks that were commissioned or acquired as public art. If you have no previous works commissioned/acquired, please include relevant work samples.

File format: Both JPEG, Vector, and Adobe Illustrator formats are required

File dimensions: No smaller than 1920 pixels on the longest side File resolution: 72 ppi/dpi (standard web resolution)

File size: 5 MB maximum

4. **Image list:** Include artist, title, year completed, dimensions, material, and budget or price (as applicable) for each image selected in your portfolio.
5. **Design for traffic box wrap utilizing provided template:** Include design concept utilizing template within the RFP. Designs must fit on the templated provided. Incomplete or ineligible applications will not be considered. Please do not submit hard copies.

Submission Guidelines & Design Considerations

- In the creation of designs, please carefully consider the sample template provided at the last page this document. Designs must conform to the shape of the attached template. Actual size of traffic boxes may vary. Selected artists should be prepared to coordinate with the City of Angleton and the Keep Angleton Beautiful Board to finalize the design.
- The art may be a new original piece or an existing work of the artist but may not be on display in other public art programs. This does not include ongoing gallery exhibitions.
- The art may be representational or abstract, but may not contain advertising, religious art, sexual content, negative imagery, or convey political partisanship.
- The Art must Follow the Keep Angleton Beautiful Proposed theme of Texas Wildflowers, Texas birds, or butterflies.
- Due to the heat sensitivity of the electronics contained within the utility boxes, artists are discouraged from using very dark color palates in their designs.
- Submitted designs must illustrate original artwork.
- All submissions must be provided as a digital graphic design.
- Artists may submit up to (3) designs for consideration.

Required Completion of Applicable Attachments:

- Attachment A – Traffic Controller Box Locations
- Attachment B – Traffic Controller Box Measurements
- Attachment C – Traffic Controller Box Template (Pages 7-11)
- Attachment D – References
- Attachment E – Conflict of Interest Questionnaire (Last two pages)

Evaluation and Selection Criteria

Criteria used to select artwork include but are not limited to appropriateness of art to the community, aesthetic quality, quality of previous work, commitment to carrying out the project, references, site suitability, and a complete application.

Percent Component

25	Appropriateness of the art to the community
25	Aesthetic quality
20	Quality of previous work
10	Commitment to carrying out the project
10	References
5	Site Suitability
5	Additional Factors: Application completed as specified.

Additional Information

Completed artwork will become a part of the City of Angleton's Public Art collection and will be owned by the City. Selected artists will sign an agreement with the City of Angleton.

Preliminary Project Schedule

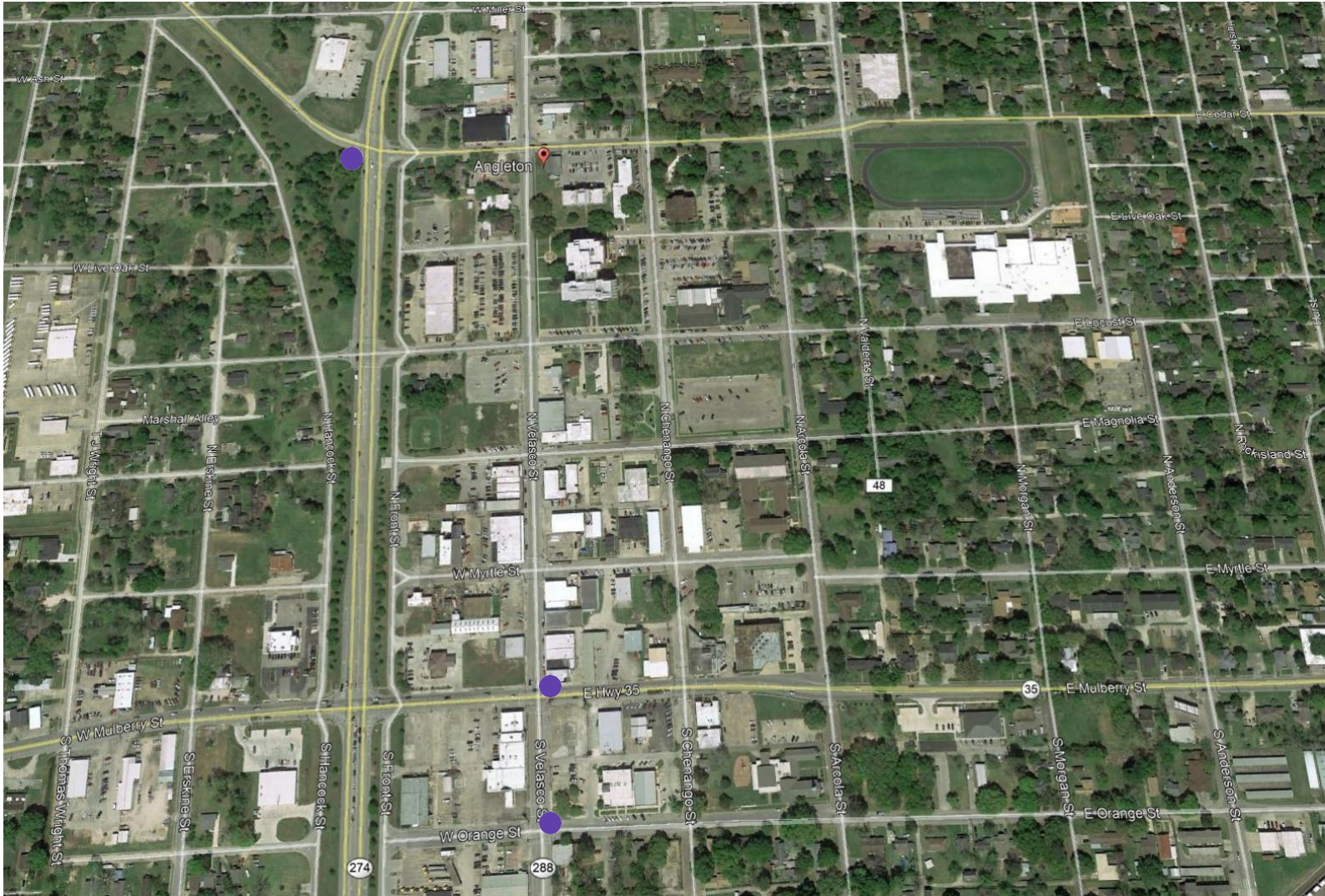
The following tentative schedule is anticipated for selection, contract negotiations and contract award.

Task	Start
RFP Issue Date	May 11, 2021
Proposal Submittal Deadline	June 8, 2021
KAB Review	June 14-18, 2021
KAB Recommendation	June 28, 2021
TXDOT Approval	July 5, 2021
City Council Approval	July 13, 2021
Artist Notified	July 20, 2021
Wrap Installation	August – September

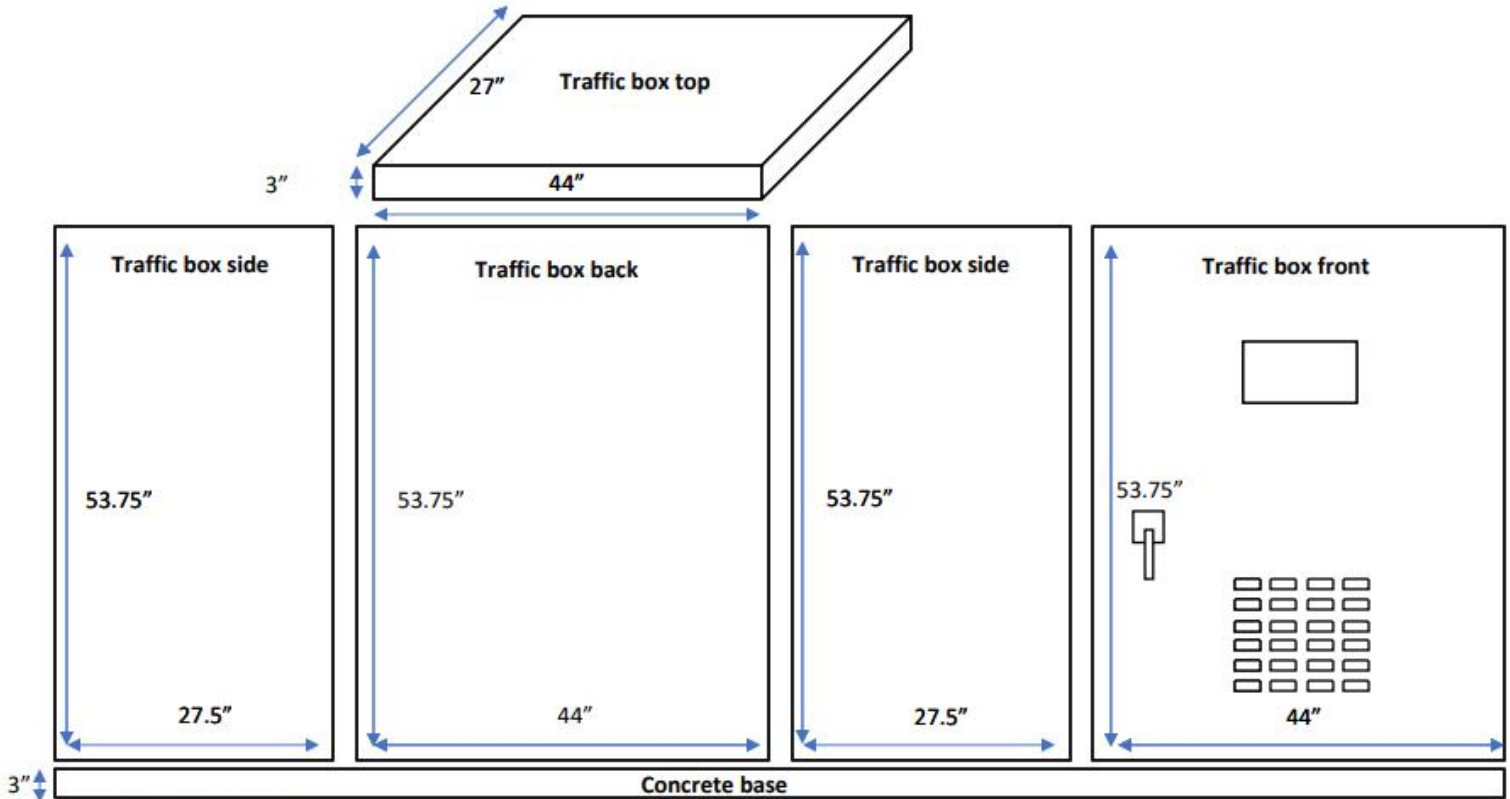
Attachment A - Traffic Controller Box Locations

Item 9.

- Cedar/Loop 274
- Orange/S Velasco
- S. Velasco/SH 35



Attachment B - Traffic Controller Box Measurements



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CITY OF ANGLETON, TEXAS
CONTRACT FOR THE DESIGN OF A TRAFFIC SIGNAL BOX PUBLIC ART WRAP

This Contract (“Contract”) is made between the City of Angleton, a Texas municipal corporation, (“City”), and Wendy Delgado, (“Artist”), providing for an art wrap design for a traffic signal box for the City. The foregoing parties are herein collectively referred to as “Parties” and individually referred to as a “Party”. The purpose of this agreement is to set forth the terms for selected art to be used on display in the public and in particular for wraps on traffic signal boxes. For good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereby agree as follows:

1. Definitions. In this contract:

Work means the art and design for a traffic signal box art wrap, the design to be created by the Artist and provided to the City for fabrication and installation on a traffic signal control box/cabinet in the City, as described in the proposal provided by the Artist, attached to this Contract as Exhibit A (hereinafter, the “Proposal”).

Wrap means a traffic signal box art wrap displaying the Work that has been fabricated by and installed on a traffic signal control box/cabinet by the City.

2. Effective Date. This Contract will be effective as of the latest of the dates signed by the Parties (“Effective Date”).

3. Artist’s Obligations.

- (a) Artist will create and provide to the City the Work described in this Contract, in conformity with the Proposal and the terms of this Contract.
- (b) Artist will provide the Work to the City in a digital format.
- (c) Artist grants an irrevocable license for the use of the Work to the City, and to make reproductions of the Work for any municipal or public purpose, including but not limited to any publicity the City deems appropriate or beneficial.

4. City’s Obligations.

- (a) The City will provide credit to the Artist and a copyright notice substantially in the following form: Copyright © [Wendy Delgado] [2021]. This credit may be included on the City website next to a digital copy of the Wrap. Any reproductions of the Work made by the City will credit the Artist and contain a copyright notice.

- (b) The City will fabricate and install any traffic signal box art wraps displaying the Work, and pay all costs associated with the fabrication and installation, however, the City is not obligated hereunder to use the Work on any traffic signal box art wraps.

5. Compensation.

- (a) The City will pay the Artist a total one-time payment of two hundred and fifty dollars (\$250.00), upon the Effective Date of this Contract.
- (b) This amount, as specified in Subsection 5(a) above, is the only compensation to be paid by the City and the payment is intended to cover all of Artist's costs associated with the Work including, but not limited to, Artist's design fee, project documentation, and any other costs associated with the creation of the Work, including the irrevocable license granted to the City.

6. Final Design.

- (a) Artist submitted her Proposal pursuant to a request for proposals seeking to commission traffic signal box art wraps suitable for fabrication and installation on traffic signal control boxes/cabinets in the City. The Proposal included a proposed concept or concepts for the traffic box art wrap(s) instrumental in the City selecting the Artist for this project.
- (b) Upon execution of this Contract, Artist will undertake the preparation of the final concept for the Work (the "Final Design").
- (c) Artist will provide the Final Design to the City for review and final approval and acceptance within three (3) business days of the Effective Date of this Contract. Within three (3) business days after receipt of the Final Design from Artist, the City will notify the Artist, in writing: (1) of the City's approval and acceptance of the Final Design; or (2) if the City requires any revisions to the Final Design in order to comply with the Proposal, or any other reasons. If agreed upon by all Parties, such revisions will become a part of the Final Design.
- (d) Upon the City's approval and acceptance of the Final Design, the Final Design, and license for its use, will immediately be conveyed to the City, and is subject to any Copyright rights retained by Artist.

- 7. Fabrication and Installation.** After approval of the Final Design, the City may fabricate and install traffic box art wraps displaying the Work in substantial conformity with the
- CONTRACT FOR TRAFFIC BOX ART WRAP/Page 2

Final Design. As part of the license granted to the City under this Contract, the City is expressly authorized to use the Work to fabricate and install an unlimited number of additional traffic box art wraps.

8. Warranties of Title. Artist represents and warrants that:

- (a) The Work is solely the result of the artistic effort of the Artist and Artist is the sole author, as that term is used in the United States Copyright laws, of the Work. Artist further represents that it will be the sole author, as that term is used in the United States Copyright laws, of all artistic works created pursuant to this Contract, including any intermediate works created during the creation of the Work;
- (b) Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright or the rights of any person;
- (c) The Work (or duplicate thereof) has not been accepted for use, license, or sale elsewhere;
- (d) Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Work or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- (e) Upon payment to the Artist by, and delivery of the Work to, the City, that the title transferred to the Work is free and clear of any claims or encumbrances from any source whatsoever;
- (f) All Work created or performed by the Artist under this Contract, including any intermediate works created during the creation of the Work, will be wholly with the Artist and will not infringe upon or violate the rights of any third party;
- (g) Artist has not and will not grant any licenses to the Work, including but not limited to the Work and any intermediate works created during the creation of the Work, other than the exclusive license granted herein to the City, its successors, and assigns;
- (h) Artist has the full power to enter into and perform this Contract and to make the grant of rights contained in this Contract, and Artist created the Work in accordance with all applicable laws, regulations, ordinances, and with all necessary care, skill, and diligence;

9. Wrap Duration, Repair; Removal; Replacement. A Wrap is expected to have a lifespan of five (5) to seven (7) years. A Wrap will be removed by the City after 5 to 7 years, depending on its condition, in the City's sole discretion. The City will have the right to remove, repair, or replace any Wrap, as needed, in the City's sole discretion.

10. Wrap Maintenance. The City will be responsible for maintenance and conservation of any Wrap, for so long as the Wrap remains in use. The City will have the right, in its sole discretion, and without Artist's input or approval, to determine the appropriate method of maintenance.

11. Term of Contract & Survival of Obligations. The Contract is effective as of the Effective Date and, unless terminated earlier pursuant to such provisions in the Contract, will extend until approval and acceptance of the Final Design by the City under Subsection 6(c) above, but in no event will extend beyond a period of one year. All provisions of this Contract that impose continuing obligations on the Parties, including but not limited to granting an irrevocable license to the City, warranty, indemnification, limitation of liability, and keeping addresses for notice current, shall survive the expiration or termination of this Contract.

12. Termination.

- (a) The City may terminate this Contract during its term at any time for any reason by giving written notice to Artist not less than three (3) business days prior to the termination date.
- (b) Termination of this Contract will not terminate the license, or any other rights granted to City.

13. Liability and Indemnity.

- (a) ARTIST HEREBY RELEASES THE CITY AND THE CITY'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE "CITY-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST, ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY

DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES OR OTHER COSTS INCURRED IN CONNECTION WITH ANY MATTER RELATING TO THE TERMS OF THIS CONTRACT, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:

(1) **ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT CAUSED BY ARTIST.**

14. Title. Title to the Work subject to Section 15 of this Agreement is exclusively and irrevocably licensed to the City upon the City's approval and acceptance of the Final Design.

15. Copyright Ownership.

- (a) Subject to the terms of this Contract, including any covenants herein prohibiting the creation of additional works, the exclusive license granted to the City, its successors and assigns, and the tangible ownership rights of the City in the Work, Artist will have and retain all rights to the Work afforded to Artist by the Copyright Laws of the United States. Artist agrees to do and perform all acts necessary to effect and protect the copyright and renewals thereof. However, if necessary, the City, its successors, and assigns, may take reasonable steps to conserve or maintain the Work in its original form upon prior consultation with the Artist.
- (b) The requirements and obligations in this Section 15 will survive termination or expiration of the Contract.

16. Covenant; License; Reproduction Rights.

(a) In view of the intention that the final Work will be unique, Artist on behalf of itself and its successors, assigns, and affiliates, covenants, warrants, and agrees that it will not knowingly aid, abet, participate in, assist, authorize, condone, or permit the making, copying, displaying, or selling of any exact duplicate, or two- or three-dimensional reproductions of the final Work, nor will the Artist grant permission to others to do so except with the written permission of the City. This covenant will survive termination or expiration of the Contract. However, nothing herein will prevent the Artist from creating future works in the Artist's manner and style of artistic expression, including works that include design elements similar to the Work, so long as such works do not replicate the exact composition of the Work.

(b) Artist grants to the City, its successors and assigns, an irrevocable, fully transferable, fully sub-licensable, exclusive license to make unlimited two- and three-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, additional Wraps, photographs and digital reproductions of the Work for inclusion in the City of Angleton's catalogues, books, brochures, website, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic, online media. The City may include information about the Work and Artist on other plaques or materials and in other information as determined by the City.

(c) All reproductions by the City will contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Wendy Delgado], [2021].

(d) Artist will use the Artist's best efforts in any public showing or résumé use of reproductions to give acknowledgment to the City in substantially the following form: "an original Work commissioned by and in the public art collection of the City of Angleton."

(e) Artist will, at Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Work in the Artist's name.

(f) If the City wishes to make reproductions of the Work for commercial purposes, including, but not limited to, tee shirts, post cards, and posters, the Parties will execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist will receive, if any.

(g) Third Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

17. Artist's Waiver Under 17 U.S.C. §106A.

(a) Scope of Waiver. Artist's waiver applies to the Work described herein.

(b) Uses Covered. This waiver applies to the following uses: any and all applications in which either the attribution right or the integrity right may be implicated.

(c) Waiver. With respect to works enumerated in subparagraph (a) above for uses enumerated in subparagraph (b) above, Artist hereby expressly and forever waives any and all rights arising under 17 U.S.C. § 106A, and any rights arising under United States federal law, the laws of any states within the United States, or the laws of any other country that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, or any other

type of moral right.

18. Assignment and Transfer.

- (a) Except as otherwise provided in this Contract, no Party has the right to assign this Contract without the prior written consent of the other Parties.
- (b) The Work and services required of the Artist are sole and personal and will not be assigned, sublet, or transferred. Any attempt by Artist to assign any rights, duties, or obligations arising under this Contract will be void and of no effect unless prior written consent is given by the City.

The City will have the right to assign or transfer the Contract, and any and all of the City's rights and obligations under the Contract, without Artist's consent, if ownership of the Work is transferred.

19. Entire Contract. This Contract represents the entire Contract between the City and the Artist. This Contract may be amended only by written instrument signed by both parties.

20. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

21. Waivers. A waiver of any breach of any of the provisions of this Contract will not be construed as a continuing waiver of other breaches of the same or other provisions.

22. Notices. All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three days after the date of deposit in the United States mail. Unless otherwise provided in this Contract, all notices will be delivered to the following addresses:

To Artist: Wendy Delgado
7202 Las Brisas Drive
Houston, TX 77083
Email: usagiwasabi@yahoo.com

To the City: Chris Whittaker
City Manager
City of Angleton
121 S Velasco
Angleton, TX 77515
Email: cwhittaker@angleton.tx.us

CONTRACT FOR TRAFFIC BOX ART WRAP/Page 7

If any Party changes its mailing or email address it will notify the other Parties in writing of the change, as provided for in this section.

23. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Brazoria County, Texas.

24. Compliance with Laws. Artist must comply with any federal, state, and local laws, rules, and regulations applicable to the Work and its services under this Contract.

25. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Artist’s Additional Contract Documents:

- A. Wendy Delgado’s Traffic Box Art Wrap Project Proposal (___ pages).

Exhibit B. City’s Additional Contract Documents:

- B. City of Angleton Request for Proposal – Traffic Box Art Wrap Project (9 pages)

[Signature Page Follows]

**CITY OF ANGLETON, a Texas
municipal corporation**

**Wendy Delgado
Artist**

Jason Perez, Mayor

By: _____, Artist

Date: _____

Date: _____

ATTEST:

Frances Aguilar, City Secretary

EXHIBIT A-1

Wendy Delgado's Traffic Box Art Wrap Project Proposal

EXHIBIT B-1

City of Angleton Request for Proposals – Traffic Box Art Wrap Project

(See Attached)

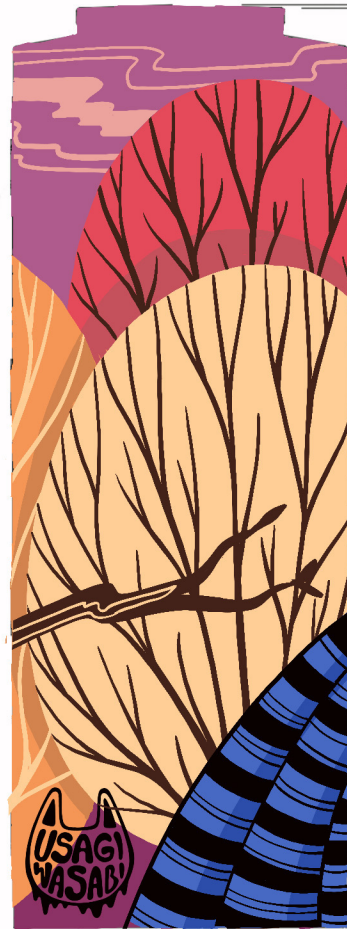
UTILITY BOX PROPOSAL

by WENDY DELGADO

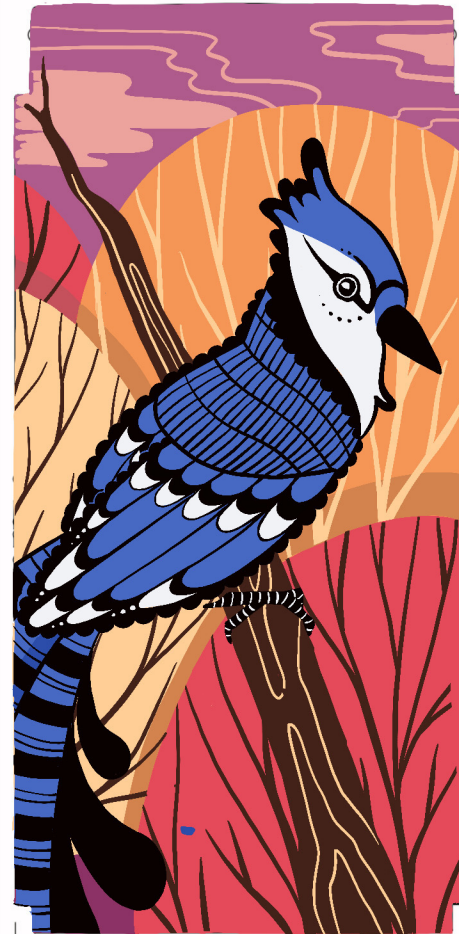
“BLUEJAYS & FALL MAPLES”



FRONT



SIDE 1



BACK

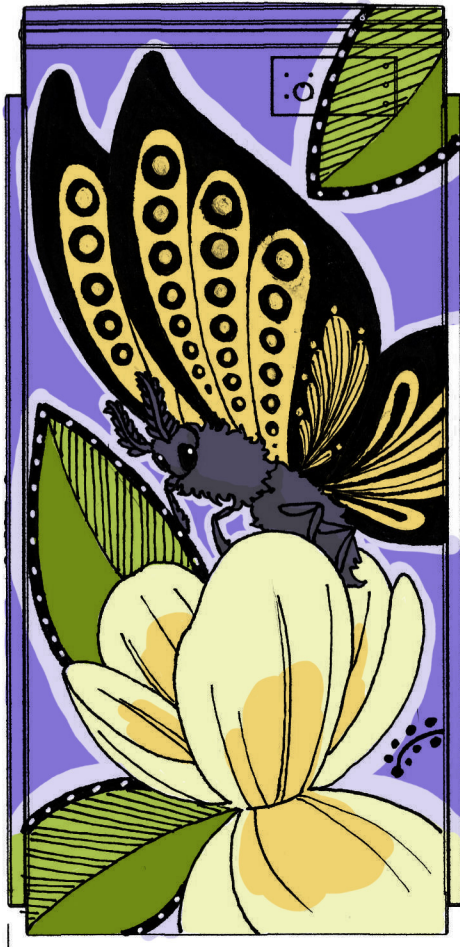


SIDE 2

UTILITY BOX PROPOSAL

by WENDY DELGADO

“BUTTERFLIES & MAGNOLIAS”



FRONT



SIDE 1



BACK



SIDE 2

UTILITY BOX PROPOSAL

by WENDY DELGADO

“PEREGRINE FALCON & TEXAS WILFLOWERS”



FRONT



SIDE 1



BACK



SIDE 2



Joy E Chandler

Experience

October 2019–

- Published Children’s Illustrator • [A Time to Fly: The Story of Annie the Butterfly](#)

Learn more:

https://www.amazon.com/dp/1693907704/ref=cm_sw_em_r_mt_dp_XbTvFbCMNJEF5

November 2020-Current

Traffic Light Box Wrap Artist of “Ibis” • City of Angelton Texas

October 2019–Current

Traffic Light Box Wrap Phase 2 • Artist of “Love”, “Monarch Migration”, and “Springtime in Sugar Land” • City of Sugar Land Texas

June 2018–Current

Traffic Light Box Wrap Phase 1 • Artist of “Sweet Transformation”
• City of Sugar Land Texas June 2018–Current

2017-current

Art Teacher • Donald Leonetti Elementary
• Fort Bend ISD, Sugar Land TX

2011-2016

Art Teacher • Sugar Land Middle School



16911 Driver Lane
Sugarland TX 77498



713-858-3959



joyechandler@hotmail.com

- 
- Fort Bend ISD, Sugar Land TX

Education

Lamar University, Beaumont, TX

- BFA Graphic Design
- Art Certification
- ESL Certification
- Teaching Certification
- Teacher of the Year, SLMS 2014-2015

Philosophy

- *As an Artist, I look for ways to publicly display and share my personal works and visions with groups and communities.*
- *As an Illustrator, I enjoy illustrating and bringing to life positive messages that authors have written for children.*
- *As an Art Teacher, I share with students an appreciation for art and a different way of looking at our world.*

References

Nancy Cartie:
713-724-1668
<https://anniethebutterfly.com/>

Lindsay Davis:
254-718-5821
lindsay@daviscohenart.com

Robert Rivera
832-867-7733
rrivera@nb-USA.net

Joy E Chandler
 16911 Driver Lane
 Sugar Land, TX
 713-858-3959

joyechandler@hotmail.com

joy.chandler@fortbendisd.com

YouTube: @NjoyArt with Joy Chandler

Instagram: @njoyartjoy

Biography

Being drawn into a moment where an idea comes to life through line, shape and form is what thrills me as an artist. I love the magic of integrating skill and interpreting my environment as I see it. I graduated with a BFA in Graphic Design from Lamar University and currently teach Art at Donald Leonetti Elementary, FBISD in Missouri City. I currently reside in Sugar Land, Tx.

I enjoy working with a combination of materials like watercolor, acrylic, colored pencil, pastel, pen and ink, and then allow the process to take over... leading me and guiding me to my final product. I start with just exploring a material or medium and then add to it with another material. From nothingness, form begins to appear where I am intuitively led to an idea or image.

I am an illusionist, an observer of life, a life-long learner, an innovator, a scientist, a teacher...I am an artist who thrills at the moment my viewer is drawn to my canvas or paper and thinks, "How did she do that?" or "What a neat view point!"

Education:

1988 Lamar University Bachelor of Fine Arts in Graphic Design

Honors & Awards:

2015 Teacher of the Year FBISD Teacher of the Year Sugar Land Middle School

Professional Positions and Affiliations:

Traffic Box Wrap-Local Artist, City of Angleton, TX 2020

Traffic Box Wrap-Local Artist, City of Sugar Land, TX 2018

Traffic Box Wrap Phase 2-Local Artist, City of Sugar Land, Texas 2019

Illustrator, A Time to Fly: The Story of Annie the Butterfly 2019

Illustrator, A Time to Be Kind 2021

Art Teacher, Donald Leonetti Elementary FBISD 2017 - Present

Art Teacher, Sugar Land Middle School FBISD 2011 - 2017

NjoyArt
Joy Chandler
16911 Driver Lane
Sugar Land, TX 77498
713-858-3959
joyechandler@hotmail.com

<https://twitter.com/NjoyartJoy>

City of Angleton

Megan Mainer

Director of Parks & Recreation
City of Angleton
121 S. Velasco
Angleton, TX 77515

Ms. Mainer,

I am excited for the opportunity to collaborate with the City of Angleton once again by submitting a proposal for your Keep Angleton Beautiful Traffic Box Wrap Art Project #2. I am honored and grateful to be an artist selected in the first process of the Beautification of Angleton.

I am pleased to submit three art pieces for your consideration in the Traffic Signal Controller Cabinet Wraps for the City of Angleton for the next phase in 2021.

They are as follows:

1. "Taking Flight"-This mixed media piece shows a Monarch Butterfly taking flight for the first time. This is a great representation or symbol of the City of Angleton's transition and beautification project.
2. "Great White Egret"-This mixed media piece shows a Great Egret taking it all in and enjoying this moment. It is important for us to take care of our environment for these beautiful birds.
3. "Sing to Us"-This mixed media piece shows a little wren ready to serenade us with a loud, melodious tune. We can only delight in its happy song from the heart.

I am attaching my proposal for your consideration.

Warm regards,

Joy Chandler

Local Artist, Illustrator, and Art Teacher

Joy Chandler

16911 Driver Lane
Sugar Land, Texas 77498
713-858-3959

joyechandler@hotmail.com

Artist Statement

A Study in Line, Space and Planes:

I see line

I see planes

I see peace

I see space

I see time

I see tranquility

I see dimensions

I see healing

Come, let me show you.

I get lost and found...

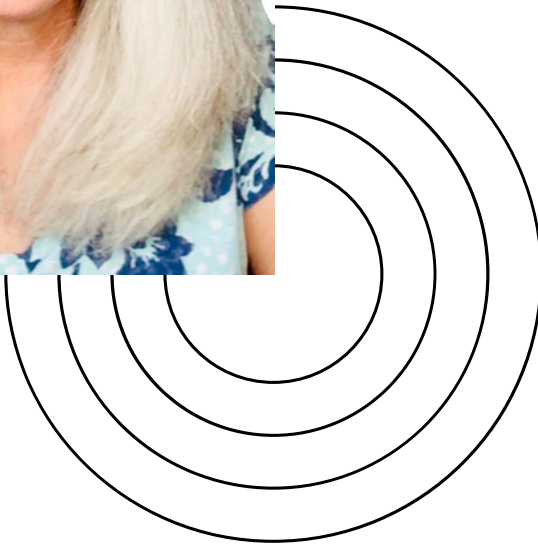
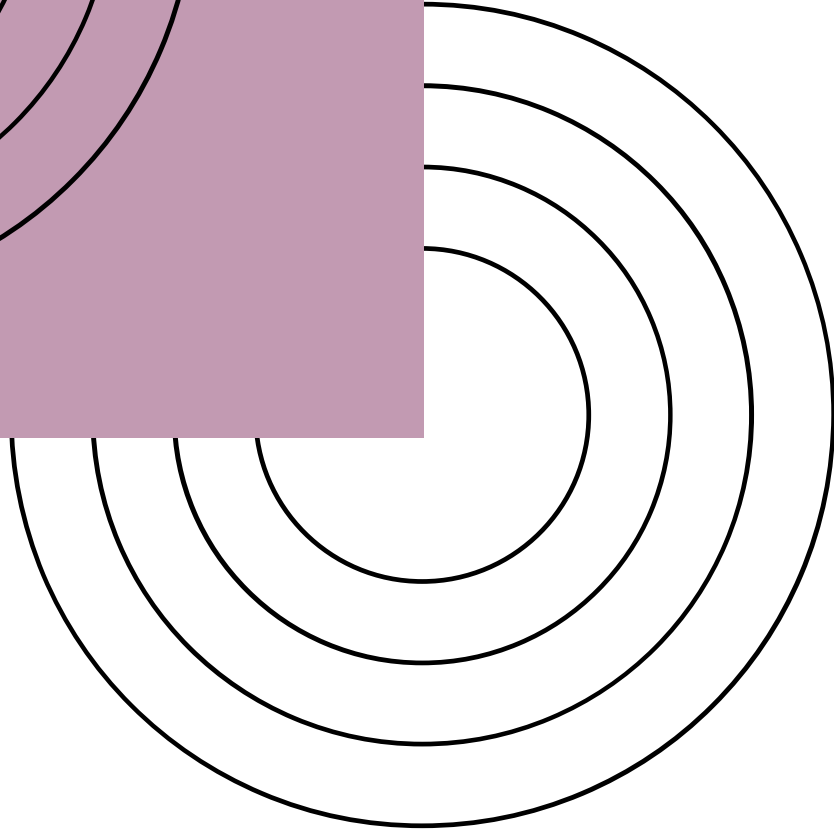
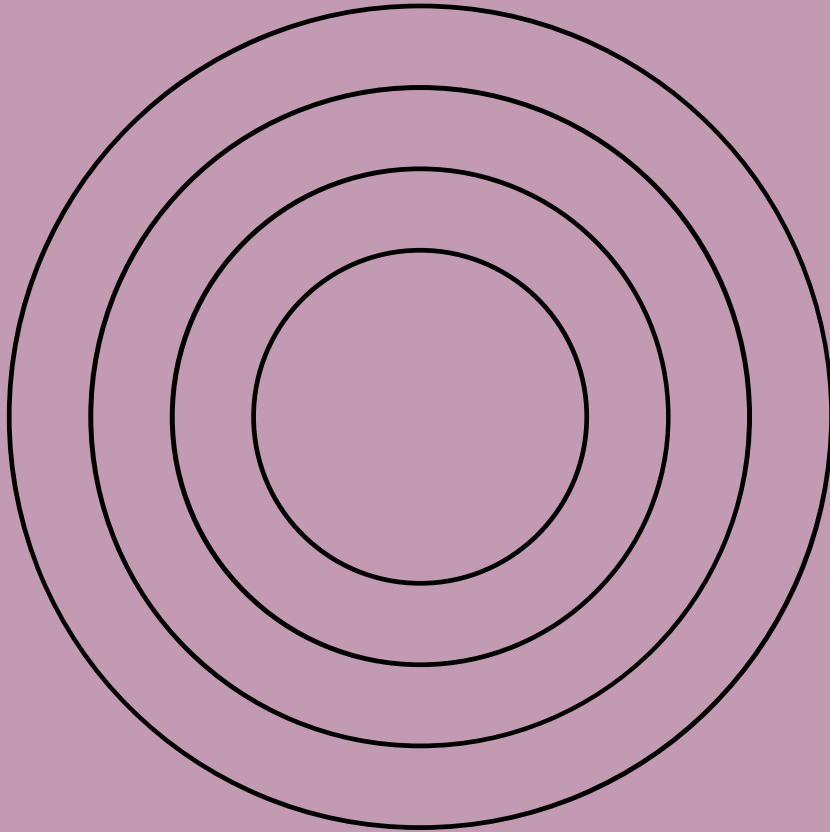
I get lost and found in my paintings all at the same time. I push past the fear and make a dot...a mark. I push this dot as I see fit all around the paper. I trust my instincts as an Artist and create what wants to be created. When it feels done, I stop. The line comes from nothing and then becomes something I see and recognize. I see and experience the movement over and over. I can be thrilled and elated or extremely disappointed, but I press on knowing this is part of the process. I trust the process. Process in Art reveals ourselves in the raw. It creates a space of safety to grow and heal. So, I move on to the next step applying water, tissue paper, and watercolor. I allow it to flow and be fluid. I am reminded to go with the flow of life. Sometimes geometric shapes form and sometimes it becomes something more dimensional. The balance of light and dark must coincide to help us see the space...to see the dimensions...to see the planes. Once the painting is dry, I see the treasure or surprise. This part is like opening an unexpected gift from a beloved parent, friend, or lover. At this point in the process I get lost in the painting, it calls me, "COME HERE LOOK...What do you see?" I then add color pencil to create more contrast and bring out what I am discovering in it, yet I don't want to overpower the work. I want it to happen naturally, so I allow time to show me my next steps. I get lost again in the ebb and flow and it lulls me into a sense of peacefulness. I think about the beauty of the animal or subject and its place here on earth. I want to draw attention to this beauty to remind us to take care of and respect their space ...their place. After all, we ALL deserve our own space and place in this world.

I have enjoyed this Series on a Study in Line, Space and Planes. It is my hope that the viewer too will get lost and found in my Art. I hope they will come away with a tranquil feeling of wanting to be in that time and space and wanting to discover a little something of their own to take away with them.



Proposal for Traffic Box Wraps #2 City of Angleton

JUNE 1, 2021

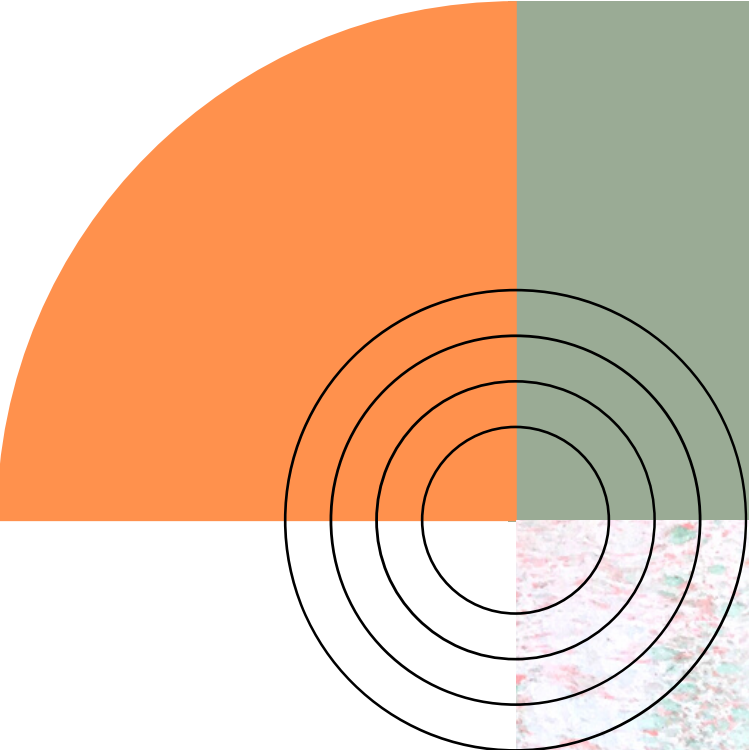
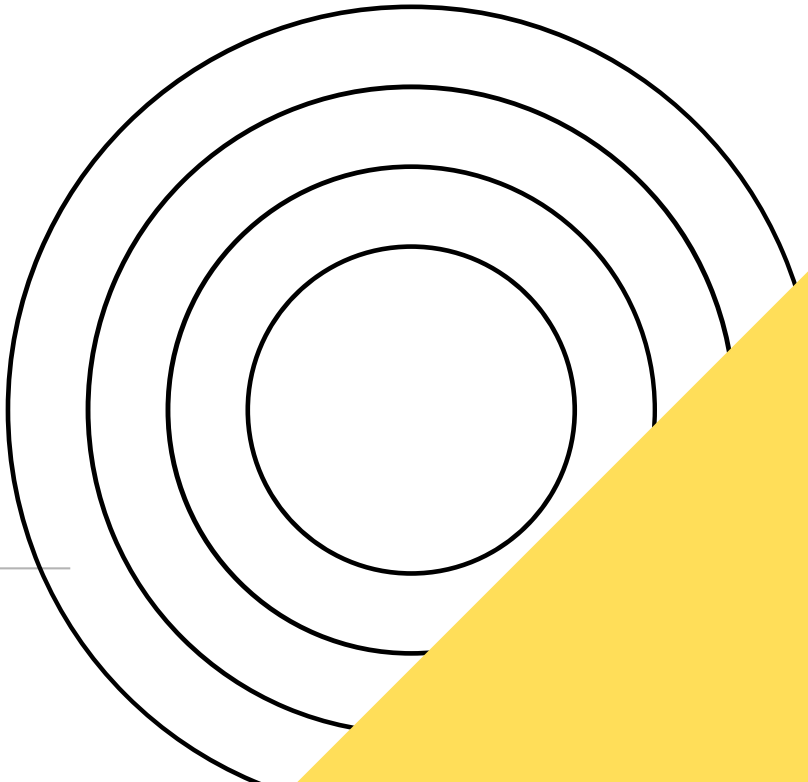


Traffic Box Proposal

THIS PROPOSAL INCLUDES:



- Work Examples
- Image List/Portfolio
- Design ideas for Traffic Boxes



EXPERIENCED
TRAFFIC BOX WRAP
ARTIST

*in the City of
Sugar Land*



A study in line...

WITH ATTENTION TO SPACE AND PLANES
A PORTFOLIO BY JOY CHANDLER

GENTLE STRENGTH
MIXED MEDIA 2020



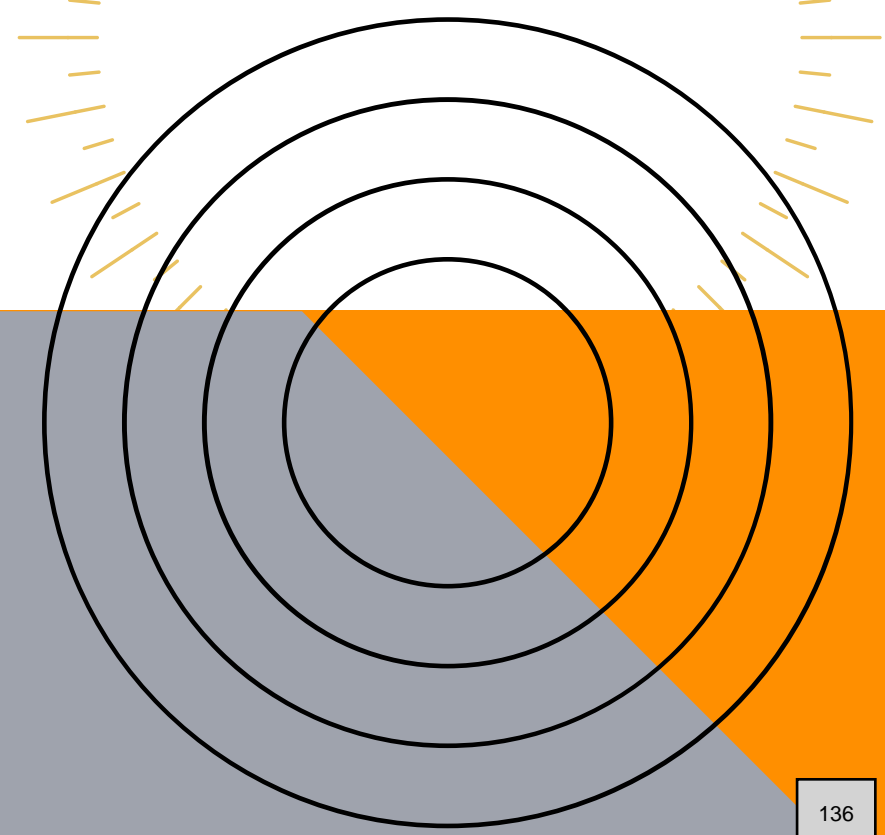
I SEE
MIXED MEDIA
2020



REACH HIGH
MIXED MEDIA 2020



IN THE LIGHT
MIXED MEDIAS 2020



"Taking Flight"-

This mixed media piece shows a Monarch Butterfly taking flight for the first time. This is a great representation or symbol of the City of Angleton's transition and beautification project.



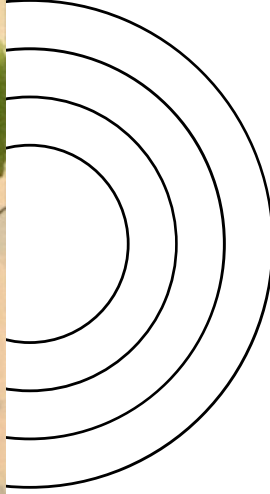
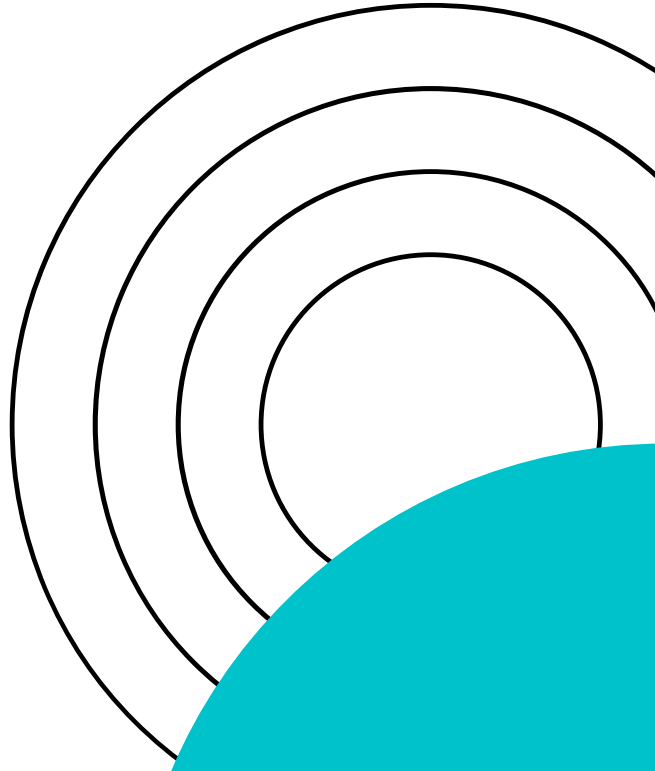
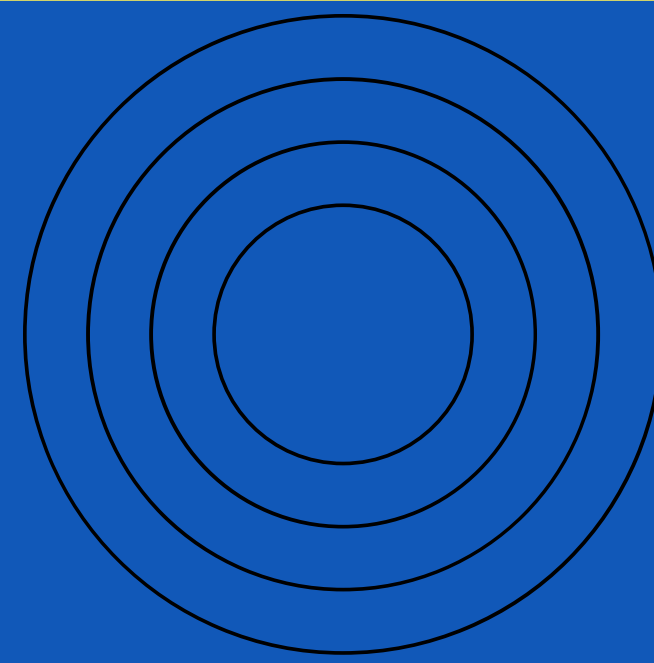
TRAFFIC BOX

Idea #1

"Great White Egret"-

This mixed media piece shows a Great Egret taking it all in and enjoying this moment.

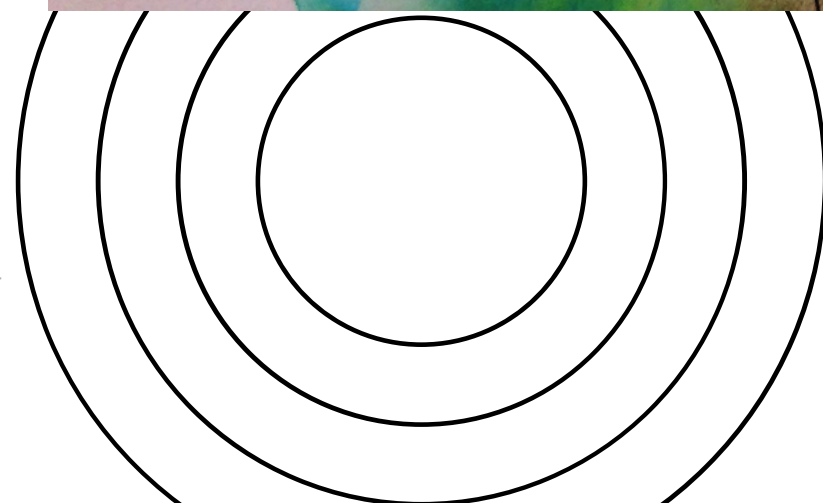
It is important for us to take care of our environment for these beautiful birds.



"Sing to Us"-

This mixed media piece shows a little wren ready to serenade us with a loud, melodious tune.

We can only delight in its happy song from the heart.



TRAFFIC BOX

Idea # 3



AGENDA ITEM SUMMARY FORM

MEETING DATE: 07/13/2021
PREPARED BY: Chris Hill, Finance Director
AGENDA CONTENT: Consider and Approve Property Sale Request by Brazoria County.
AGENDA ITEM SECTION: Consent Agenda

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

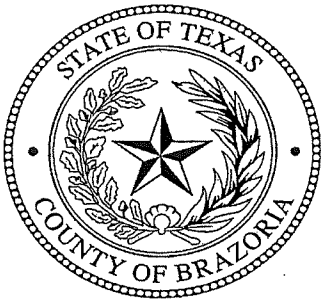
EXECUTIVE SUMMARY:

The Property Tax Resale Committee of Brazoria County has received an offer on certain property held in trust. The Resale Committee has approved the offer and asks for approval from the City Council.

Property Account Number is 1960-0003-005 (Property ID 188844) received offer is \$3,704. Address is E. Mulberry St. Details are attached.

RECOMMENDATION:

Staff recommends council approve sale of property for received offer.



Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Tuesday April 27, 2021

City of Angleton

% Scott Albert
121 South Velasco
Angleton, Texas 77515

Re: See Attached

Dear Council Members:

The Property Tax Resale Committee of Brazoria County has received an offer on certain property(s) held in trust.

The Resale Committee has approved the attached offers and asks that you present them to your governing body for approval. When your governing body has made their decision, notify the Brazoria County Tax office and include your minutes. Also, include the property Tax Account number in your reply.

If you have any questions contact me at 979-864-1329.

Sincerely,

Jona Filipp

Tax Resale Property Information

RESALE MEETING OF: April 27, 2021

Legal Description: BORUK (ANGLETON) BLK 1 LOT 1 (SUITE# 93T5112)

Physical Address: ACRES .0425
E MULBERRY ST

Account Number: 1960-0003-005

In Trust To: CITY OF ANGLETON

Adjudged Value: \$4,160.00

Minimum Bid at Sale: \$4,160.00

Offer: \$3,704.00

Offer made by: ALEXANDER PAUL VITENAS

Sheriff's Deed Filed: 1/19/1996

Redemption Expiration: 7/19/1996

Post Judgment Taxes: \$0.00

Post Judgment Years: 1993-1996

City weed/demo liens: UNKNOWN

Land Value: (Current) \$5,550.00

Improvement Value:(Current) \$0.00

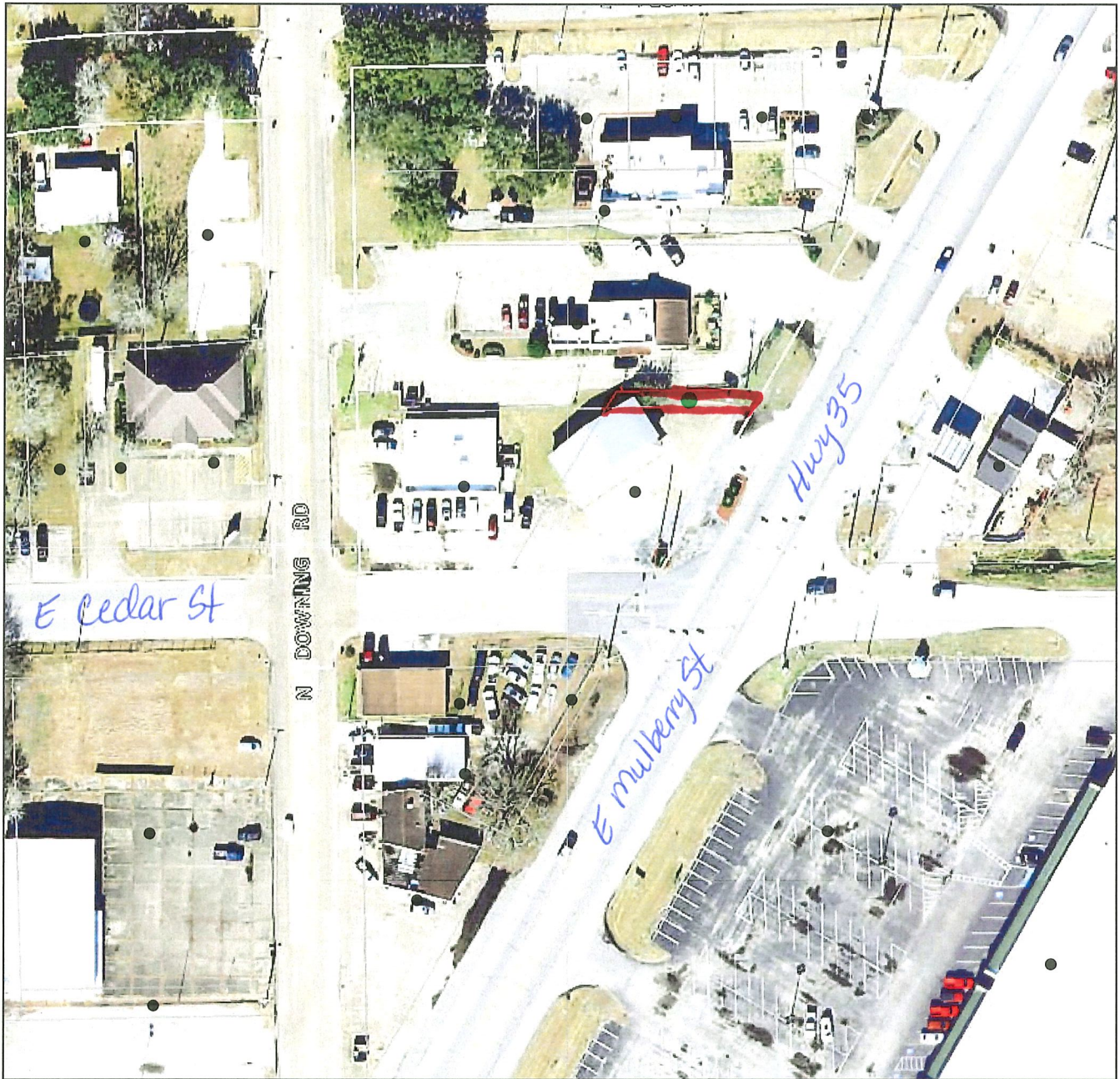
Previous Owner: EUNICE BORUK MAGLIOLO

Precinct: 1

School District: ANGLETON ISD

Vote:	AYE	NAY
K. Bulanek	X	
K. Stewart	X	
Judge Sebesta	X	
D. Payne	X	
Civil Div. Rep.	X	

Notes: PBFCM representative present



1 Property with Geographic ID matching "19600003005"

PCT. 1

BORUK (ANGLETON) BLK 1 LOT 1 (SUIT# 93T5112)

Property ID 188844

Geo ID 1960-0003-005

Owned by CITY OF ANGLETON IN TRUST

Address E MULBERRY ST , ANGLETON

[Full Details](#)



1 Property with Geographic ID matching "19600003005"

PCT. 1

BORUK (ANGLETON) BLK 1 LOT 1 (SUIT# 93T5112)

Property ID 188844

Geo ID 1960-0003-005

Owned by CITY OF ANGLETON IN TRUST

Address E MULBERRY ST , ANGLETON

[Full Details](#)

1960-0003-005 PCT. 1





AGENDA ITEM SUMMARY FORM

MEETING DATE: July 13, 2021

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

AGENDA CONTENT: Discussion and possible action on the execution of a development agreement between the City of Angleton and Waterstone Development, LLC, waiver of the preliminary acceptance of public improvements, and public improvement acceptance

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

This item was previously heard with no action taken at the regular City Council meeting on June 22, 2021. The parties stated in the agreement felt the agreement was not ready. After some revisions to the agreement and resending to the City's legal counsel for additional review, this item is read for City Council's consideration to execute a development agreement between the Waterstone Development Group, LLC and the City of Angleton as well as acceptance of public improvements for phase one and a consideration of a waiver request of the preliminary acceptance of public improvements with a one-year maintenance bond.

Development Agreement: Waterstone Development Group has constructed the first of two phases of a residential subdivision known as Kiber Reserve, located to the west of South Downing bordered by Orange Street to the north and Kiber street to the south.

This subdivision has a total of 93 slots with 48 lots included in the first phase and 45 in the second phase. The construction of the first phase of lots and public improvements is complete. The City received payment in the amount of one hundred fifty-eight thousand seven hundred forty-eight dollars (\$158,748.00) the payment of phase one development fees for capacity acquisition and parkland dedication fees-in-lieu on May 21, 2021.

The City's legal counsel has reviewed the approved the proposed development agreement.

Public Improvement Acceptance and Preliminary Acceptance Waiver Request: The public improvements acceptance process, as described in Section 23-98(l) is a two-step process consisting of:

1. Preliminary acceptance with a minimum one-year maintenance bond as an administrative act by the City Manager after recommendation by the City Engineer; and
2. Final acceptance (with a one-year maintenance bond) by City Council after recommendation from the City Manager and City Engineer at least one year after preliminary acceptance.

Prior to the adoption of the LDC, the public improvement acceptance process consisted of final acceptance with a one-year maintenance bond.

In conjunction with the project contractor, Clear Water Utilities, Inc., and the project engineering/design consult, Baker & Lawson, City staff members from the Public Works and Development Services Department completed preliminary and final inspections for Kiber Reserve, Phase One. A punch list was developed with noted deficiencies, including an order for additional bacterial tests of the water line in the preliminary project walk through inspection. Prior to the final walk-through inspection, the City received passing bacterial test reports, and punch list items were remediated.

The City has received record drawings for Kiber Reserve Phase One that have been reviewed by HDR with no objections to final acceptance of public improvements.

RECOMMENDATION:

City staff recommends approval of the development agreement between Waterstone Development Group, LLC and the City of Angleton, waiver of preliminary acceptance of public improvements with a one-year maintenance bond, and acceptance of public improvements for phase one.

**RESIDENTIAL DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ANGLETON, TEXAS, AND
WATERSTONE DEVELOPMENT GROUP LLC**

This Development Agreement (“Agreement”) is made and entered into by THE CITY OF ANGLETON, TEXAS (the “City”), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of the City of Angleton, Texas, and Waterstone Development Group, LLC, a Texas limited liability company (the “Developer”).

WHEREAS, Developer is the owner of that certain tract of land located within the corporate boundaries of the City, being more particularly described within the attached **Exhibit A** (the “Property”), and Developer intends to develop the Property for single family residential development; and

WHEREAS, it is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property, to be known as “Kiber Reserve”, and the Development is more fully described in **Exhibit B** (Development Plan); and

WHEREAS, the City and the Developer each acknowledge that the development of the Property can best proceed pursuant to a development agreement; and

WHEREAS, it is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property. The City and the Developer are proceeding in reliance on the enforceability of this Agreement; and

WHEREAS, the City is authorized by the constitution and laws of the State of Texas to enter into this Agreement, including Section 212.172 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and Developer agree as follows:

Definitions

Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

Capacity Acquisition Fee means the fee that is a one-time charge to Developer by the City and is a fee based on the roughly proportional fair share guidelines and standards set forth in LDC Sec. 23-32 per Equivalent Single-family Connection (“ESFC”) platted to cover the capital costs incurred by the City related to the provision of water supply and sewage treatment.

City means the City of Angleton, Texas.

City Council means the City Council of the City or any successor governing body.

Developer means Waterstone Development Group, LLC.

Development means the tract of land or property more fully described in Exhibits “A” and “B” a

residential development consisting of 93 lots of varying dimensions.

Development Ordinance means those regulations adopted by ordinance by the City of Angleton, in Chapter 23 *Land Development Code* (“LDC”), and Chapter 28 *Zoning*, Code of Ordinances of the City of Angleton, Texas, and not including any future amendments or changes, except future amendments or changes exempted from Chapter 245, Local Government Code, Section 245.004; provided, however, that Developer may elect to have such future amendments or changes apply to the development of the Property.

Effective Date means the date of mutual execution by all necessary parties on this agreement.

HOA means the homeowners association(s) for the homes within the Development.

Property means the 19.8 acres further described in Exhibit “A” to be named “Kiber Reserve” a single-family residential neighborhood consisting of ninety-three residential dwellings (93) to be developed on the Property.

Utility Improvements means all infrastructure, public developments as defined and set out in the City of Angleton Code of Ordinances including but not limited to water, wastewater drainage system, and sanitary sewer utilities for the Development.

ARTICLE I. Covenants

1.01 The City shall provide water and wastewater treatment services to the Property as needed by the Property and shall expand its water and wastewater treatment facilities from time to time so that it may provide such services to the Property.

1.02 The City shall provide emergency services including police and fire services to the Property.

1.03 The City and Developer agree that all local City ordinances and regulations shall apply to the Development contemplated by this Agreement, including, without limitation, the City’s development ordinance, parks ordinance, sign ordinance, and building code.

1.04 The Development shall be developed in compliance with the specific requirements of Chapter 28, Article III, Section 28-47 SF-5 Single-Family Residential District and all other applicable requirements of the Code of Ordinances of the City of Angleton except as modified by Ordinance No. 20200811-005 and this agreement. The Developer is required to plat any subdivision of the Development in accordance with the requirements of the Development Ordinance.

1.05 Developer agrees to pay City a capacity acquisition fee (“CAF”) per dwelling unit, or per dwelling unit equivalent, as determined by the City Engineer prior to the recording of any final plat for the Development determined to be the total amount of Two Hundred Thousand Fifty-Four and Ninety-Nine and 25/100 dollars (\$254,099.25). This amount represents the amount of Two Thousand Seven Hundred Thirty-Two dollars and 25/100 dollars (\$2,732.25) per lot. The CAF may be paid in two payments. The Developer has paid approximately half of this amount or One Hundred Thirty-One Thousand One Hundred Forty-Eight and 03/100 (\$131,148.00) on or about

May 20, 2021. The remaining amount or One Hundred Twenty-Two Thousand Nine Hundred Fifty-One and 25/100 dollars (\$122,952.25) prior to the approval of permits to commence construction of the second phase of the Development. No construction will commence in the second phase without the payment of any remaining amount due for payment of the CAF.

1.06 The City and Developer Agree the Development shall be developed in no more than two (2) phases as proposed by Developer and depicted in **Exhibit “C”** attached and incorporated herein.

1.07 The Developer agrees to pay City fees in lieu of dedication of park acres in the amount of Fifty-Three Thousand Four Hundred Seventy-Five and No/100 Dollars (\$53,475.00). The fee is calculated at the rate of ninety-three (93) residential lots at Five Hundred Seventy-Five and No/100 Dollars (\$575.00) per lot for all ninety-three (93) residential lots prior to recording of any final plat of the project as set forth in the LDC (Section 23-20.D.6 *Dedication Requirements*). The Developer has paid approximately half of this amount or Twenty-Seven Thousand Six Hundred and 00/100 dollars (\$27,600.00) on or about May 20, 2021. The remaining amount of Twenty-Five Thousand Eight Hundred Seventy-Five and 00/100 dollars (\$25,875.00) prior to the approval of permits to commence construction of the second phase of the Development. No construction will commence in the second phase without the payment of any remaining amount due for payment of the fees in lieu of dedication of park fees.

1.08 Developer agrees to install perimeter fencing as depicted in **Exhibit “D”** attached and incorporated herein. Perimeter fencing shall be installed along the property lines of all lots and reserves with frontage along E. Kiber Street, E. Orange Street and S. Downing Street. Perimeter fencing shall not be installed within any street intersection sight triangles. All fencing for each proposed development phase shall be installed prior the occupancy of any residence in that phase. All wood fencing will have a top cap. All perimeter fencing as identified in **Exhibit “D”** shall be maintained by the HOA

1.09 Developer Agrees to install and provide conduit for the installation of fiber internet in the entire Development and will provide a will-serve letter from AT & T, attached as **Exhibit “E”**.

1.10 Developer agrees that all streetlights will be LED (light-emitting diode), and all streetlight poles will be permitted and satisfy the requirements of Texas New Mexico Power Company. (TXNM).

1.11 **Homeowner’s Association.** Developer will create detailed Deed Restrictions and a homeowner’s association (“HOA”) that will enforce the restrictions set forth herein. In the event Owner's Association becomes insolvent or fails to maintain proper documentation and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas then the City shall have the right to but is not obligated to enforce deed restrictions and other matters as set forth in this agreement and shall have all authority granted to the Association by virtue of this document and related Property Owner's Association Bylaws including but not limited to the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of subdivision improvements as stipulated herein and as deemed necessary by the City.

a. Maintenance of such open spaces shall be the responsibility of the subdivider or the homeowners' association, unless accepted by the city council.

b. The articles of the homeowner's association shall require homeowner assessment sufficient to meet the necessary annual cost of the improvements. Further, the articles shall provide that the board of directors shall be required to expend money for the improvements and repairs to maintain all infrastructures under its jurisdiction. Further, the articles shall require that board of directors file with the city annual reports of maintenance and that the board of directors shall be required to initiate any and all repairs in a timely manner as shall be identified by either the board or the city.

Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict with Agreement and the Development Ordinance, the Development Ordinance shall prevail.

The City shall notify the Developer in writing of any alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

ARTICLE II MATERIAL BREACH, NOTICE AND REMEDIES

2.01 Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement and that Developer follow the development plans as set out in the Development Plan.

(a) The parties acknowledge and agree that any material deviation from the Development Plan and the concepts of development contained therein and any material deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. A material breach of this Agreement by Developer shall be deemed to have occurred in any of the following instances:

1. Developer's failure to develop the Tract in compliance with the approved Development Plan, as from time to time amended; or Developer's failure to secure the City's approval of any material or significant modification or amendment to the Development Plan; or

2. Failure of the Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the land in the Development.

(b) The parties agree that nothing in this Agreement can compel the Developer to proceed or continue to develop the Tract within any time period.

(c) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:

1. The imposition or attempted imposition of any moratorium on building or growth on the Tract prohibited by State law or that treats development authorized under this Agreement differently than other development occurring throughout the City's regulatory jurisdiction;
2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than the plan set forth in this Agreement;
3. An attempt by the City to enforce any City ordinance within the Tract that is inconsistent with the terms and conditions of this Agreement, unless such ordinance is required by state or federal law;
4. An attempt by the City to require modification or amendment of the Development Plan where it complies with the requirements of this Agreement; or
5. An attempt by the City to unreasonably withhold approval of a plat that complies with the requirements of this Agreement.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article VI shall provide the remedies for such default.

2.02 Notice of Developer's Default.

(a) The City shall notify the Developer and each Designated Mortgagee in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall exercise good faith and determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available to the City, if requested, any records, documents, or other information necessary to make the determination.

(c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 6.04 and subsequently exercise the applicable remedy under Section 6.05.

Section 2.03 Notice of City's Default.

(a) The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice or such longer period of time as the Developer may specify in such notice, either cure such alleged failure or, in a written response to the Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The Developer shall exercise good faith and determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents, or other information necessary to make the determination.

(c) In the event that the Developer determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under Section 2.04 and subsequently exercise the applicable remedy under Section 2.05.

Section 2.04 Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 6.02 or 6.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within fourteen (14) days after the mediation is initiated or thirty (30) days after mediation is requested, whichever is later. The parties participating in the mediation shall share the costs of the mediation equally.

Section 2.05 Remedies.

(a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 6.04, the City may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching Developer.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 6.04, the Developer may, without expanding City's liability beyond the statutory limits of the Texas Tort Claims Act or under other law; and, without the City waiving or demising its immunity beyond the scope of that allowed by the Texas Tort Claims Act or other law, and without the City ever being liable for Developer's consequential, special, indirect or incidental losses or damages, file suit in a court of competent jurisdiction in Brazoria County, Texas, for the limited remedy of seeking City's specific performance of its obligations under this Agreement.

ARTICLE III. ADDITIONAL TERMS

3.01 This Agreement shall be effective upon the mutual execution of this Agreement (the “Effective Date”) and shall terminate fifteen (15) years from the date of execution.

3.02 Any person who acquires the Property or any portion of the Property shall take the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors, and assigns, as provided herein; provided, however, notwithstanding anything to the contrary herein, the Developer’s assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become the Developer for purposes of this Agreement and notice is sent by the Developer to the City. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property shall recite and incorporate this Agreement as binding on any purchaser or assignee. Notwithstanding the above if developer sells the lots to its own or other builders the subject and terms of this agreement shall automatically pass with the lot to said builder who shall retain the rights and obligations of this agreement which shall be set out in a separate recorded document.

3.03 This Agreement may be amended only upon written amendment executed by the City and Developer. In the event Developer sells any portion of the Property, the Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

3.04 The Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of the Developer. As used herein, the words “substantial change in ownership or control” shall mean a change of more than 49% of the stock or equitable ownership of the Developer. Any contract or agreement for the sale, transfer, or assignment of control or ownership of the Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

3.05 The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail.

City: City of Angleton
Chris Whittaker
City Manager
121 S. Velasco
Angleton, Texas 77515
Attn: City Secretary

With copy to: J. Grady Randle
 Randle Law Office LTD, LLP
 820 Gessner, Suite 1570
 Houston, Texas 77024

Developer: Waterstone Development Group, LLC
 Charles Von Schmidt
 185 Cedar Point Drive
 Livingston, Texas 77351

3.06 Time is of the essence in all things pertaining to the performance of the provisions of this Agreement.

3.07 If any provision of this Agreement or the application thereof to any person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.

3.08 If any provision of this Agreement or the application thereof to any person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

3.09 Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

3.10 The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

3.11 To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

3.12 The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties. The City has exclusive control over and under the public highways, streets, and alleys of the City and shall have dominant control over the project contemplated by this Agreement.

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

3.14 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.

3.15 The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that either the City incur debt, assess, or collect funds, or create a sinking fund.

3.16 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 RETAINS ALL GOVERNMENTAL IMMUNITIES.

3.17 This Agreement shall not be assigned by either Party without the express written consent of the other Parties.

3.18 **Further Documents.** The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

3.19 **Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

3.20 **Effect of State and Federal Laws.** Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

3.21 **Authority for Execution.** The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter, City ordinances and the laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF ANGLETON, TEXAS

By: _____
Jason Perez, Mayor

Date: _____

ATTEST

By: _____
Frances Aguilar, City Secretary

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on _____, 2021, by Jason Perez, Mayor of the City Angleton, Texas.

Notary Public, State of Texas

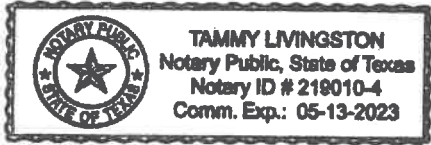
DEVELOPER and LANDOWNER

By: [Signature]
Waterstone Development Group, LLC
Charles Von Schmidt

Title: Pres. Devt / Mgmt Member
Date: 6/25/21

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me, the undersigned authority, this 25th day of June, 2021, by Charles Von Schmidt WDG of Waterstone Development Group, LLC, on behalf of said entity.



[Signature]
Notary Public, State of Texas

Exhibit A

FIELD NOTES FOR 19.84 ACRE TRACT

Being a tract of land containing 19.84 acres (864,041 square feet), located within I.T. Tinsley Survey, Abstract Number (No.) 375, in Brazoria County, Texas; Said 19.84 acre being a portion of Lots 12 and 69 of the Bryan and Kiber Subdivision of the I.T. Tinsley Survey as recorded in Volume (Vol.) 29, Page 75 of the Brazoria County Deed Records (B.C.D.R.), being all of a called 19.836 acre tract recorded in the name of the Angleton Family Partnership, Ltd. Under Brazoria County Clerk's File (B.C.C.F.) No. 2018054389; Said 19.84 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 1/2-inch Iron rod with cap found on the north right-of-way (R.O.W.) line of East Kiber Street (sixty feet wide per Vol. 29, Page 75 B.C.D.R.) at the southeast corner of Lot 27, Block 3 of the McCormack Addition to the City of Angleton, a subdivision recorded under Vol. 4, Pg. 107 of the Brazoria County Plat Records (B.C.P.R.), for the southwest corner of the herein described tract;

THENCE, with the east line of said McCormack Addition, North 02 degrees 57 minutes 55 seconds West, a distance of 1,640.26 feet to a 1/2-inch Iron rod found on the south R.O.W. line of East Orange Street (sixty feet wide per Vol. 29, Page 75 B.C.D.R.) at the northeast corner of Lot 1 of said Block 3, for the northwest corner of the herein described tract, from which a 1-inch iron pipe bears North 03 degrees 16 minutes East, a distance of 1.8 feet;

THENCE, with the south R.O.W. line of said East Orange Street, North 87 degrees 08 minutes 43 seconds East, a distance of 560.03 feet to a 5/8-inch iron rod found in the southwest corner of the intersection of East Orange Street and South Downing Road (sixty feet wide per Vol. 29, Page 75 B.C.D.R.), for the northeast corner of the herein described tract;

THENCE, with the west R.O.W. line of said South Downing Road, South 02 degrees 56 minutes 02 seconds East, a distance of 595.66 feet to a 1/2-inch Iron pipe found at the northeast corner of a called 5.000 acre tract recorded in the name of Michael McLendon under B.C.C.F. No. 2018032280, for an angle point;

THENCE, with the north line of said 5.000 acre tract, South 87 degrees 01 minutes 51 seconds West, a distance of 400.24 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northwest corner of said 5.000 acre tract, for an interior corner of the herein described tract;

THENCE, with the west line of said 5.000 acre tract, South 02 degrees 56 minutes 59 seconds East, a distance of 344.16 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of said 5.000 acre tract, for an interior corner of the herein described tract;

THENCE, with the south line of said 5.000 acre tract, North 87 degrees 05 minutes 37 seconds East, a distance of 400.09 feet to a 3/4-inch iron pipe found on the west R.O.W. line of said South Downing Road, at the southeast corner of said 5.000 acre tract, for an angle point;

THENCE, with the west R.O.W. line of said South Downing Road, South 02 degrees 56 minutes 02 seconds East, a distance of 500.00 feet to a 5/8-inch Iron rod with cap stamped "Baker & Lawson" set in the northwest corner of the intersection of South Downing Road and East Kiber Street, for the southeast corner of the herein described tract;

THENCE, with the north R.O.W. line of said East Kiber Street, South 87 degrees 08 minutes 43 seconds West, a distance of 659.13 feet to the POINT OF BEGINNING and containing 19.84 acres of land.



6" VERTICAL PICKET FENCE WITH TOP CAP,
FINISHED SIDE TO FACE STREET



OPTION 1: BLACK METAL WROUGHT IRON
STYLE ALUMINUM FENCE, 4' MAXIMUM HEIGHT



Kiber Reserve

"Affordable Housing with Style"

Featuring 93 50' Homesites
Angleton, TX

June 28, 2021
PROPOSED FENCE PERIMETER

Item 11.



SOUTH HOUSTON, TX 77587

Southwestern Telephone
Company
510 ARKANSAS ST
Suite 2

T: 8322604502
F: 7139435486
www.att.com

February 02, 2021

Ken Schott
Waterstone Development Group
Waterstone Opportunity Funds
Cell: 713-206-8291

RE: Kiber Reserve Subdivision

Dear Ken Schott

This letter is in response to your request for information on the availability of service at the above list project, location or development by AT&T. This project will be served by fiber optics to the premise which will be available to the customers approximately by May 2021 along with all future developments in the Lake Jackson AT&T wire center.

This letter acknowledges that the above referenced list development, location, or development is located in an area served by AT&T. Any service arrangements for the list development, location, or development will be subject to later discussions and agreements between the developer and AT&T. Please be advised that this letter is not a commitment by AT&T to provide service to project, location or development.

Please contact me at the phone number included in this letter with any questions.

Thank you for contacting AT&T.

Sincerely,

Donnie Mize

Manager OSP Planning & Engineering- AT&T
510 Arkansas
South Houston Tx, 77587
Office: 713-943-5685
Cell: 832-260-4502



May 1, 2021

Mr. Walter Reeves
Director of Development and Planning
City of Angleton
121 S. Velasco
Angleton, Texas 77515

Re: Public Acceptance Process

Dear Mr. Reeves,

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

Section 23-98 – Public Improvements Acceptance - K - Public Acceptance Process.

2. Final Acceptance (Part II and III).

- c. Final Acceptance of the all public improvements is subject to City Council approval, based on the favorable recommendations of the City Administrator and City Engineer and the assurance that the Maintenance Bond will extend for 365 days after Final Acceptance is granted.

After completion of the construction of the subdivision, a final inspection is held. A "Punch List" of deficiencies discovered during the final inspection is given to the contractor to correct. After completion of the "Punch List" items, the subdivision, in the past, has been accepted as final. Then the Contractor's one year maintenance bond goes into affect. After 365 days, the public improvements in the subdivision are accepted by the City.

Section 23-98 -K.2.c requires an additional 365 day Maintenance Bond after the Contractor's one year maintenance bond expires. We are requesting a waiver not require the additional 365 day Maintenance Bond.

Prior to the adoption of the 2018 Land Development Code, the Contractor's one year maintenance bond was all that was required before final acceptance of the public improvements by the City.

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

Sincerely,

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

(File: 13032/Maintenance Waiver)

DOUGLAS B. ROESLER, P.E. - Principal Engineer
300 EAST CEDAR, ANGLETON, TEXAS 77515
(979) 849-6681 • Fax (979) 849-4689



May 13, 2021

Mr. Walter Reeves
 Director of Development and Planning
 City of Angleton
 121 S. Velasco
 Angleton, Texas 77515

Re: Public Acceptance Process - Kiber Reserve Subdivision Phase 1

Dear Mr. Reeves,

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

Section 23-98. K. 1. Preliminary Acceptance to make this a final acceptance with a 1 year maintenance bond.

After completion of the construction of the public improvements in a subdivision a field inspection is conducted and a "punch list" of repairs or corrections of deficiencies is prepared for the construction contractor. In the past, after resolution of the "punch list" items, the City accepted the improvements with a one-year maintenance bond.

With the adoption of the Land Development Code in 2018 the public improvement acceptance process changed from a one-step process to a two-step process. The acceptance process described in the LDC is:

1. Preliminary acceptance with a minimum one-year maintenance bond as an administrative act by the City Manager after recommendation by the City Engineer; and
2. Final acceptance (with a one-year maintenance bond) by City Council after recommendation from the City Manager and City Engineer at least one year after preliminary acceptance.

The developer of {subdivision name} is requesting a waiver of Section 23-98.K.1 Preliminary Acceptance and that City Council accept the public improvements with a one-year maintenance bond.

Prior to the adoption of the 2018 Land Development Code, the Contractor's one year maintenance bond was all that was required before final acceptance of the public improvements by the City.

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

Sincerely,

Douglas B. Roesler, P.E.

President, Principal Engineer

(File: 13499/Maintenance Waiver)

DOUGLAS B. ROESLER, P.E. - Principal Engineer
 300 EAST CEDAR, ANGLETON, TEXAS 77515
 (979) 849-6681 • Fax (979) 849-4689



June 16, 2021

Mr. Walter Reeves
Director of Development Services
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: On-Going Services
Public Improvements Acceptance of Kiber Reserve Section 1 Subdivision
Angleton, Texas
HDR Job No. 10283980

Dear Mr. Reeves:

HDR Engineering, Inc. (HDR) is in receipt of the request for Public Acceptance of the Kiber Reserve Section 1 public improvements in accordance to the Angleton Land Development Code (LDC) Sec. 23-98 – Public Improvements Acceptance. The following are exceptions noted in review of the Public Acceptance Process Criteria:

1. A Final Inspection walkthrough was performed on May 3, 2021 to review and verify the public improvements were constructed per the approved plat and plans. A Final Inspection report was generated for items to be completed and or corrected. Completion and correction of the items noted were provided and re-inspected on May 13, 2021. No additional action is required for this item.
2. A pdf set of As-Built (Record Drawing) plans dated May 7, 2021 by the Engineer of Record have been received by the City. As a condition of the Final Acceptance, an electronic set of the As-Built plans shall be submitted in a GIS compatible format.
3. Testing reports as noted by LDC Sec. 23-98 have been received. No additional action is required for these items.
4. As a condition of Final Acceptance, a maintenance bond shall be filed with the City in accordance to the LDC Sec. 23-98.
5. As a condition of Final Acceptance, the Developer shall provide proof that there are no outstanding judgements or liens against the improvements within the public rights-of-way or against property on which easements contain public improvements.
6. As a condition of Final Acceptance, for the portion of public sidewalks constructed, the Developer shall provide the TDLR certification of compliance with Texas Accessibility Standards per LDC Sec. 23-14. A.5 Sidewalks and Accessibility.

HDR takes no objection for the request of Final Acceptance with the following exceptions noted. Please note that HDR has only reviewed the improvements for consistency with the Final Plat and Construction Plans and the general conformance of public improvements to the City requirements. It is noted that this does not release the Developer of any liability resulting from non-conformance of these items.



If you have any questions, please feel free to contact us at our office (713)-622-9264.

Sincerely,

HDR Engineering, Inc.



John Peterson, P.E., CFM
City Engineer

cc: Files (10283980/20-007)

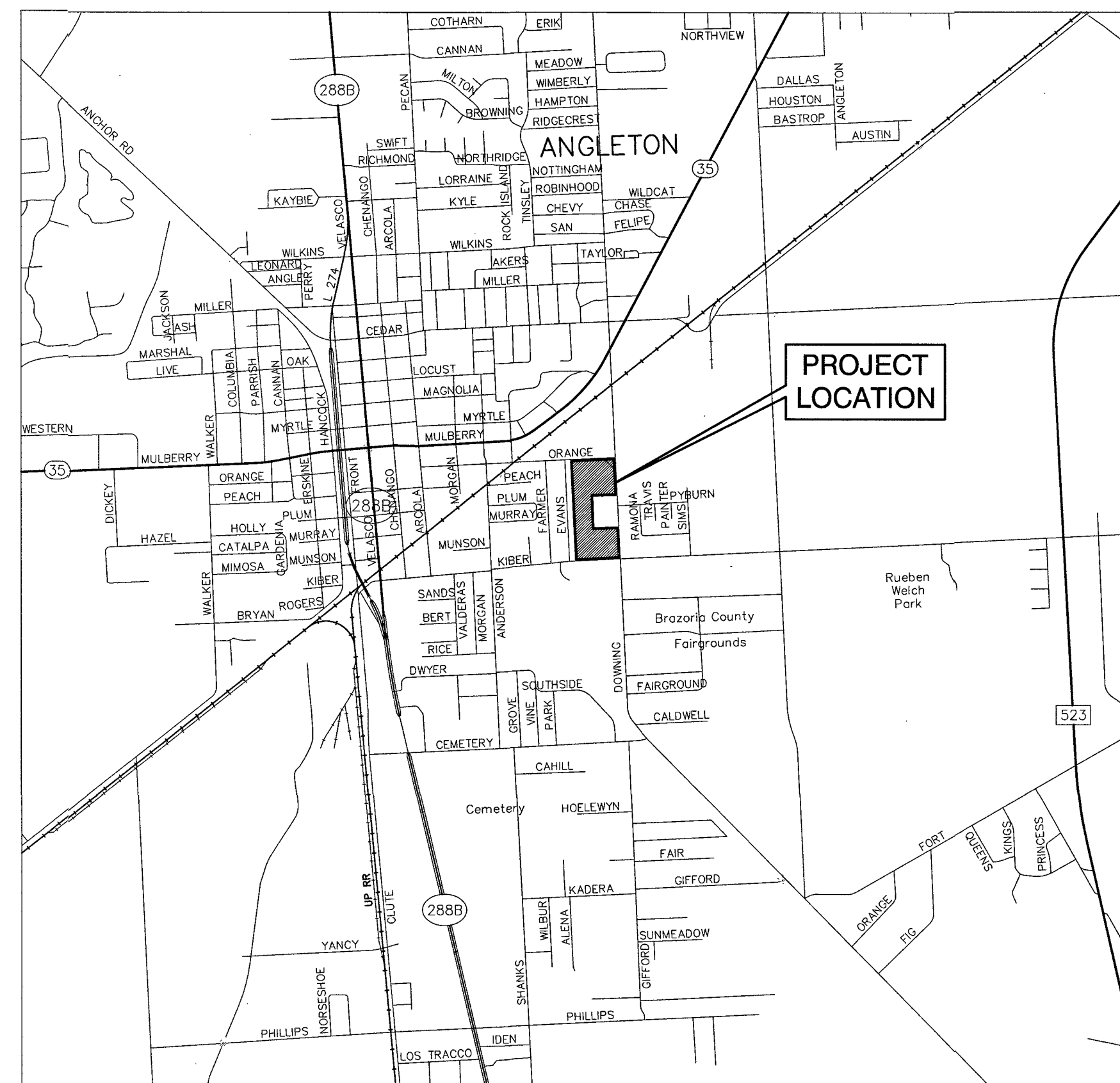
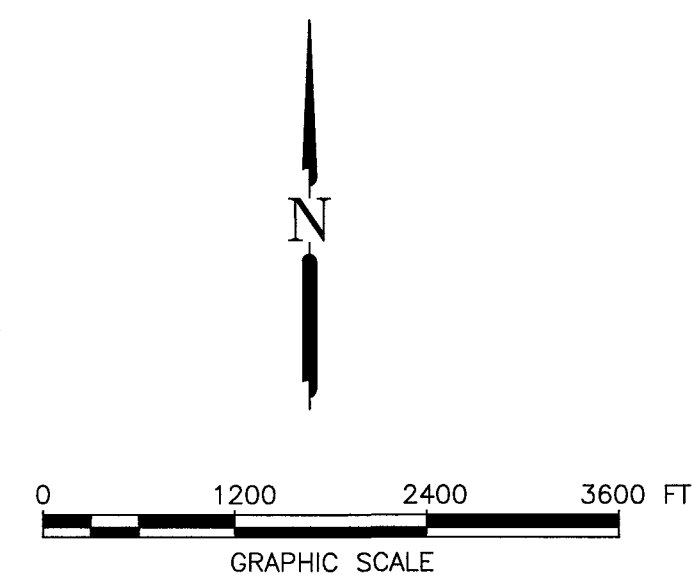
PLANS FOR CONSTRUCTION OF PAVING, DRAINAGE AND UTILITIES ON KIBER RESERVE (PHASE I) A 11.88 AC, 48-LOT SUBDIVISION FOR THE CITY OF ANGLETON BRAZORIA COUNTY B&L JOB No. 13499

INDEX OF DRAWINGS

SHEET NO.	SHEET NAME
1	TITLE SHEET
1A	PRELIMINARY PLAT
1B	FINAL PLAT
2	CONSTRUCTION NOTES
3	EXISTING CONDITIONS
4	PLAN & PROFILE - BRYAN WAY STA 0+00 TO 5+00
5	PLAN & PROFILE - BRYAN WAY STA 5+00 TO 10+20
6	PLAN & PROFILE - BRYAN WAY STA 10+20 TO 15+40
7	PLAN & PROFILE - BRYAN WAY STA 15+40 TO 17+02
8	NOT USED
9	NOT USED
10	PLAN & PROFILE - LAGO COURT STA 0+00 TO 3+60
11	STORM SEWER RUN 1 - BETWEEN LOTS 9 & 10, STORM SEWER RUN 2 - BETWEEN LOTS 3 & 4
12	UTILITY LAYOUT
13	DETENTION POND DESIGN, CROSS SECTIONS AND LANDSCAPE PLAN
14	DRAINAGE AREA MAP
15	GRADING PLAN
16	CUT AND FILL PLAN
17	SWPPP LAYOUT
18	SWPPP NARRATIVE
19	HYDROLOGIC CALCULATIONS
20	WINDSTORM DATA I-1 TO I-17 & WINDSTORM DATA I-18 TO I-19
21	TRAFFIC CONTROL PLAN - TCP (1-2) - 18
22	PAVEMENT MARKINGS, MAIL BOXES, STREET SIGNS AND ROADWAY LIGHTING LAYOUT

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40 (SL-33)	GENERAL EROSION CONTROL NOTES
41 (SL-34)	EROSION CONTROL DETAILS - 1
42 (SL-35)	EROSION CONTROL DETAILS - 2



VICINITY MAP

CITY OF ANGLETON

MAYOR
JASON PEREZ

CITY MANAGER
CHRIS WHITTAKER

CITY COUNCIL
MIKEY SVOBODA
CECIL BOOTH
JOHN WRIGHT
TRAVIS TOWNSEND
MARK GONGORA

"Release of this application does not constitute a verification of all data, information and calculations supplied by the applicant. The engineer of record is solely responsible for the completeness, accuracy and adequacy of their submittal, whether or not the application is reviewed for Code compliance by the City Engineer."

"All responsibility for the adequacy of these plans remains with the Engineer who prepared them. In approving these plans, the City of Angleton must rely on the adequacy of the work of the Design Engineer."

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED	MS
DRAWN	BT/BB
CHECKED	
DATE	

BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
300 E CEDAR ST., ANGLETON, TEXAS 77515
PHONE: (979) 849-6681 FAX: (979) 849-4689
REG. NO. F-825

The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
Date: 5/7/21

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
185 CEDAR POINT DRIVE
LIVINGSTON, TX 77351
936-646-6767

PLAN:	
PROFILE:	
HORIZONTAL:	
VERTICAL:	

KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515

TITLE SHEET
PROJECT NO. 13499

DEDICATION STATEMENT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT CHARLES VON SCHMIDT, President And Managing Director of the WATERSTONE DEVELOPMENT GROUP, LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as KIBER RESERVE PHASE I, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

Drainage Easements Maintained by a Homeowners' Association. STATE OF TEXAS § COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successor, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision by and through a lawfully created homeowners association to be created by the Owners. The Owners covenant and agree that such a homeowners' association (called "Association") shall be created prior to the final acceptance of the City. All Association documents shall be subject to the approval of the City and shall specifically contain covenants binding the Association to continuously maintain all Drainage Easements. Such covenants shall not relieve the individual owners of the responsibility to maintain the Drainage Easements should the Association default in the performance of its maintenance responsibility. The Association documents shall also contain provisions that they may not be amended with regard to the Drainage Easement maintenance responsibilities without the approval of the City. The fee simple title to all Drainage Easements shall always remain in the Association.

The City and Angleton Drainage District are not responsible for the maintenance and operation of said easements or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved.

The City and Angleton Drainage District reserves the right, but not the obligation, to enter upon any Drainage Easement at any point, or points, with all rights of ingress and egress, to investigate, survey, erect, construct, or maintain any drainage facility deemed necessary by the City for drainage and safety purposes.

The Owners shall keep all Drainage Easements clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Angleton or Angleton Drainage District shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners to alleviate any public health or safety issues. The Association hereby agrees to indemnify and hold harmless the City from any such damages and injuries.

DRAINAGE AND DETENTION EASEMENT.

STATE OF TEXAS § COUNTY OF BRAZORIA §

This plat is hereby adopted by the Owners and approved by the City of Angleton (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of stormwater run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS § COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

PRESIDENT AND MANAGING DIRECTOR

STATE OF TEXAS § COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared CHARLES VON SCHMIDT known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ___ day of _____.

Notary Public State of Texas

PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

APPROVED this _____ day of _____, 20____, by the Planning and Zoning Commission, City of Angleton, Texas.

BILL GARWOOD, Chairman, Planning and Zoning Commission

FRANCÉS AGUILAR, City Secretary

APPROVED this _____ day of _____, 20____, by the City Council, City of Angleton, Texas.

JASON PEREZ, Mayor

FRANCÉS AGUILAR, City Secretary

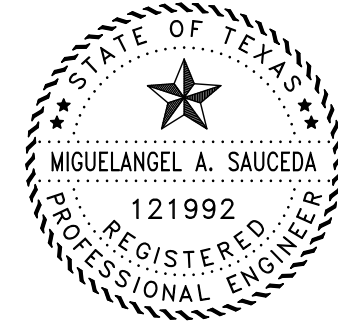
STATE OF TEXAS § COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 20____, by

FRANCÉS AGUILAR, City Secretary, City of Angleton, on behalf of the City.

Notary Public State of Texas

KNOW ALL MEN BY THESE PRESENTS: That I, Miguelangel A. Saucedo, do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council.



SIGNED: DEVIN R. ROYAL, REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION NO. 6667



ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED, THIS THE _____ DAY OF _____, 20____. THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

- 1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS BOARD MEMBER

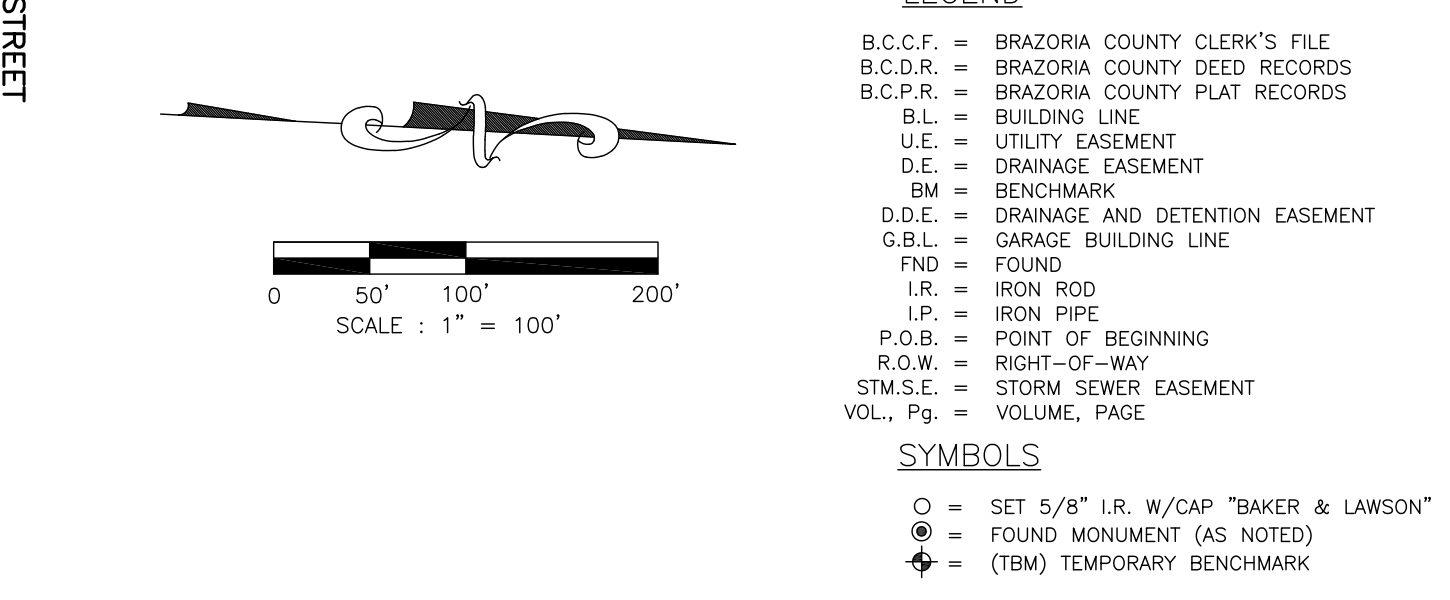
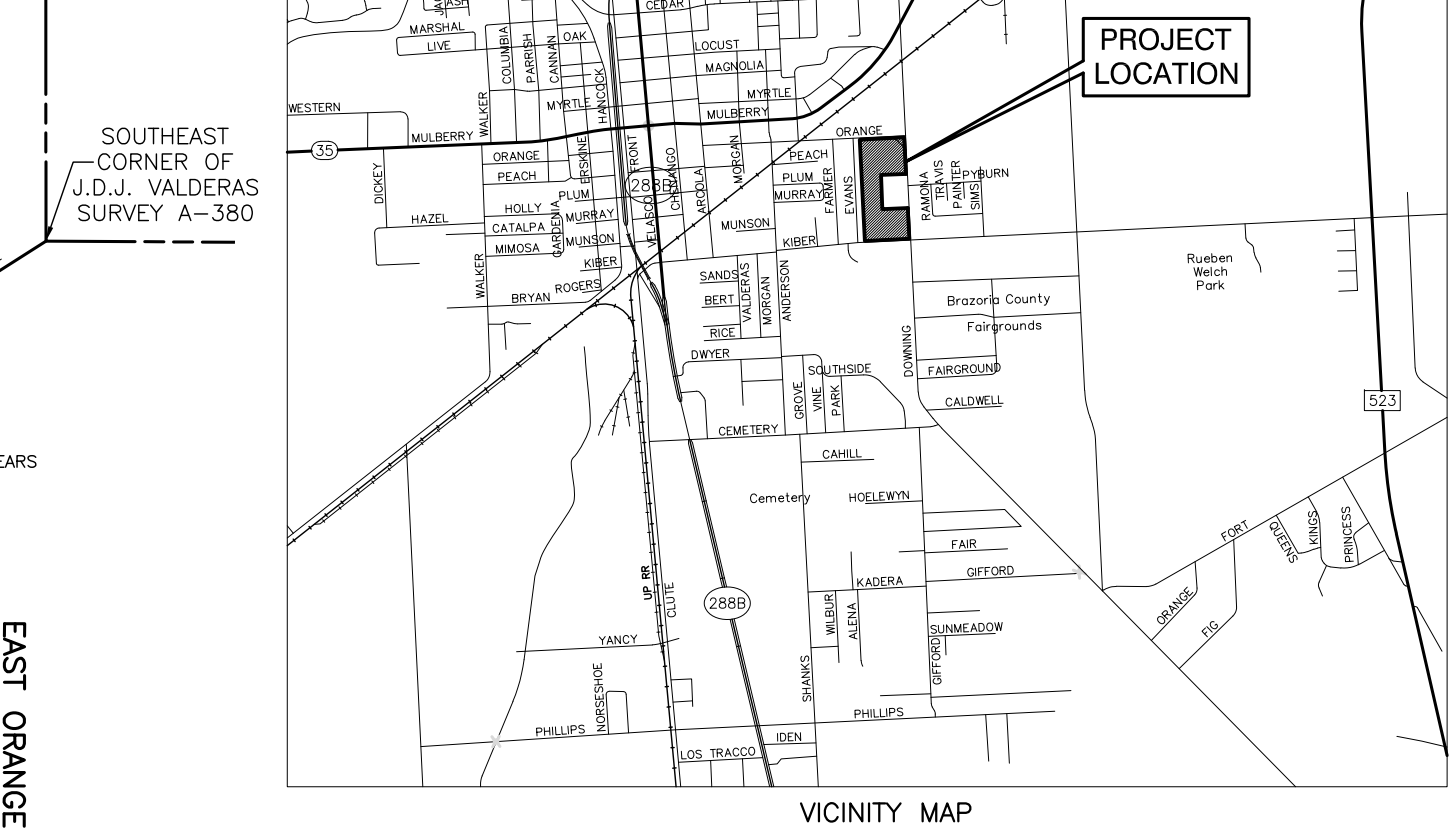
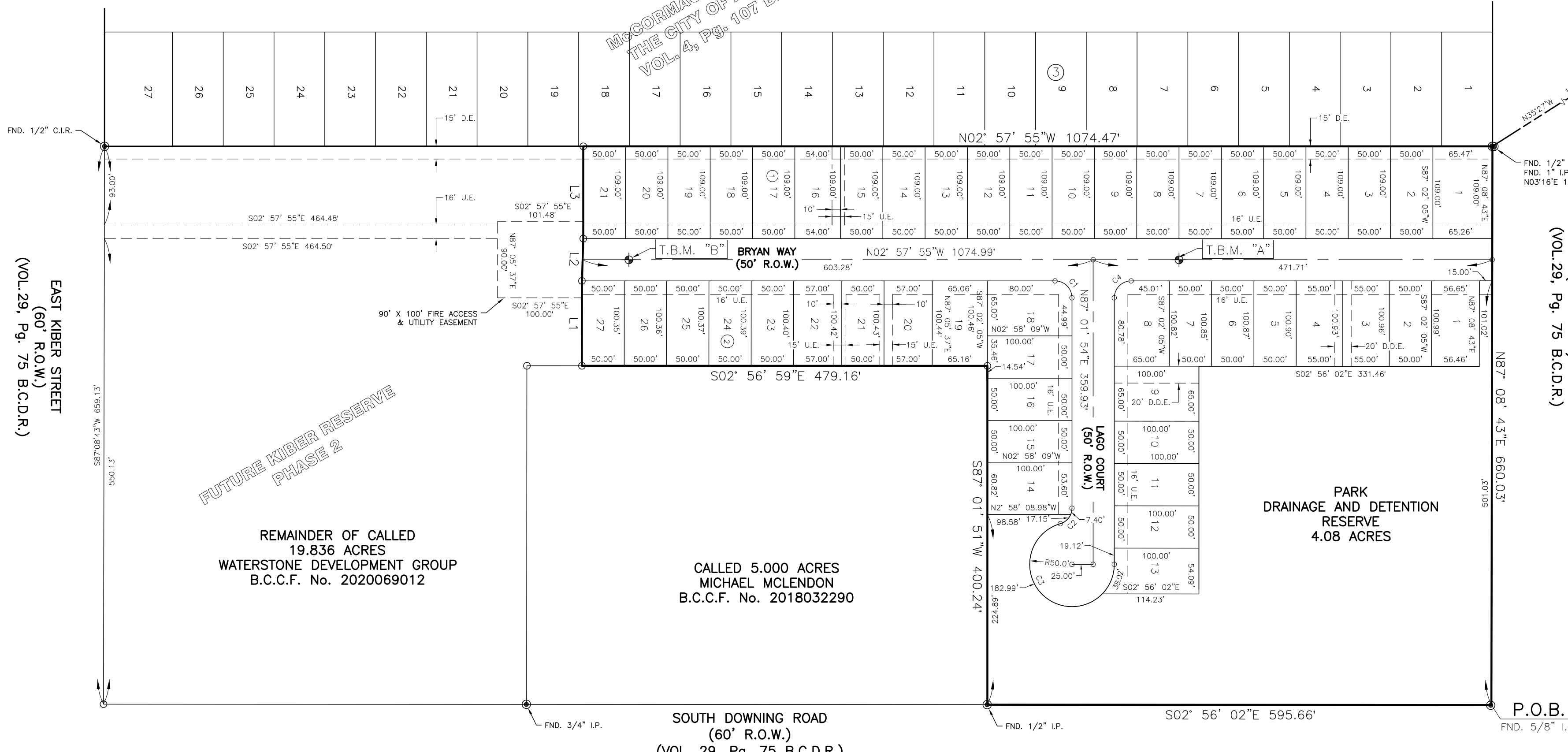
BOARD MEMBER

Curve Table with columns: Curve No., Length, Radius, Delta, Chord Bearing, Chord Distance. Rows C1-C4.

Line Table with columns: Line No., Length, Direction. Rows L1-L3.

KNOW ALL MEN BY THESE PRESENTS: That I, Devin R. Royal, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

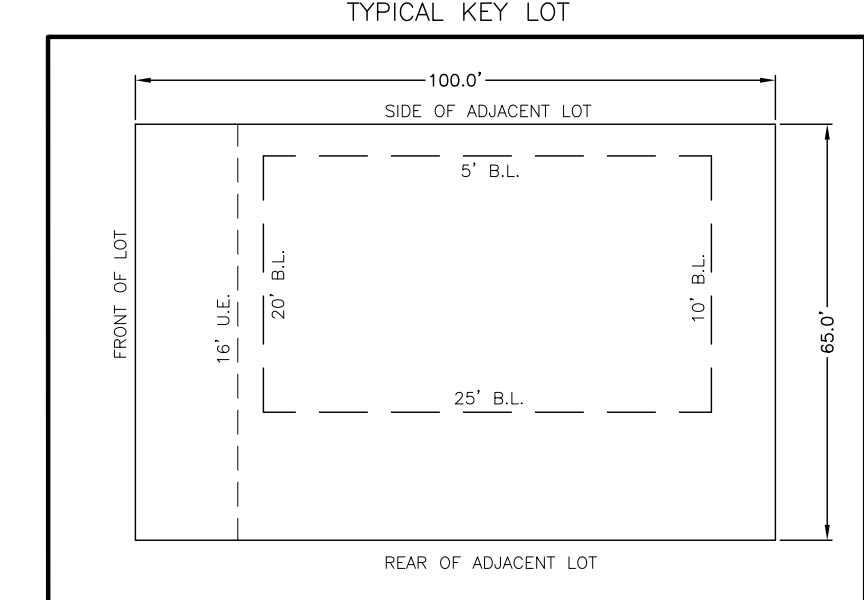
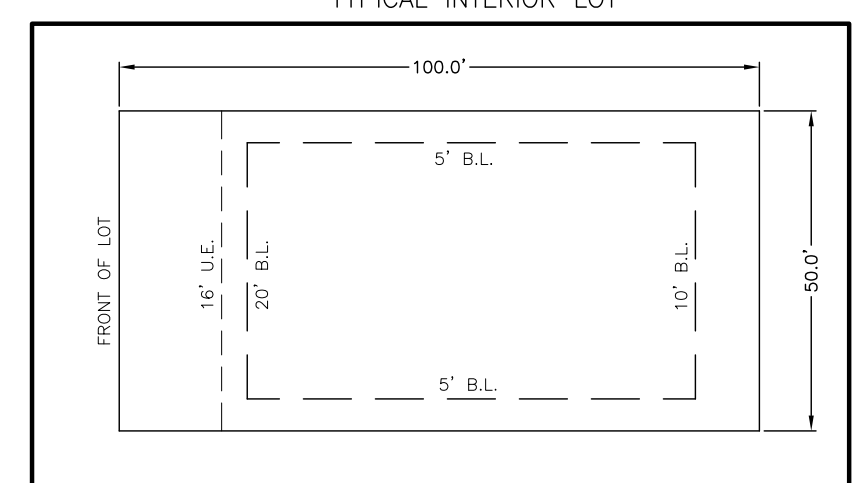
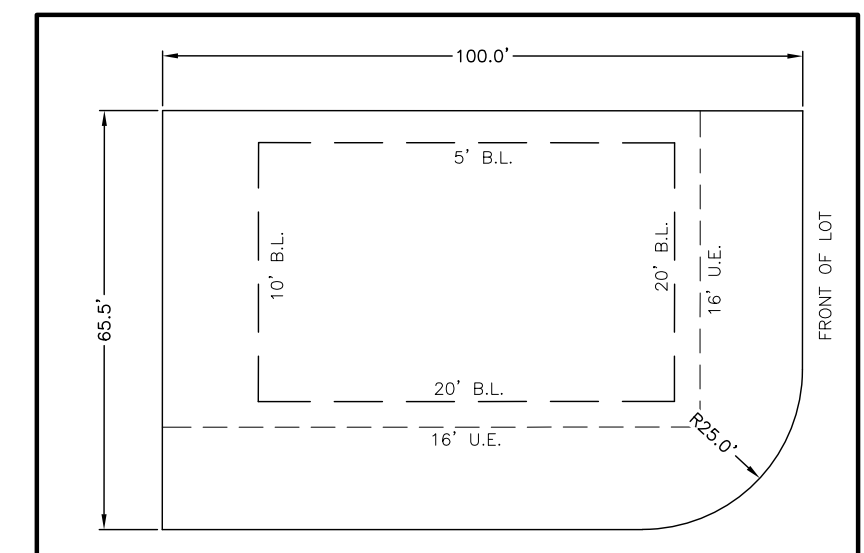
SIGNED: DEVIN R. ROYAL, REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION NO. 6667



FIELD NOTES FOR 11.88 ACRE

Being a tract of land containing 11.88 acres (517,552 square feet), located within I.T. Tinsley Survey, Abstract Number (No.) 375, in Brazoria County, Texas; Said 11.88 acre being a portion of Lots 12 and 69 of the Bryan and Kiber Subdivision of the I.T. Tinsley Survey as recorded in Volume (Vol.) 29, Page 75 of the Brazoria County Deed Records (B.C.D.R.), being a portion of a called 19.836 acre tract recorded in the name of the Waterstone Development Group, LLC Under Brazoria County Clerk's File (B.C.C.F.) No. 2020069012; Said 11.88 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

- NOTES: 1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET. 2. FLOOD ZONE STATEMENT: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, MAP NUMBER 480390445H, WITH EFFECTIVE DATE OF JUNE 05, 1989, THE PROPERTY SURVEYED LIES FULLY WITHIN ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. 3. REFERENCE BENCHMARK: TXDOT L200203 A 5/8" I.R. WITH ALUMINUM CAP SET IN CONCRETE AT THE SOUTHWEST CORNER OF THE INTERSECTION OF S.H. 35 AND SOUTH DOWNING ROAD AND 121' EAST OF THE CENTERLINE OF SOUTH DOWNING ROAD. ELEVATION = 25.74 FEET NGVD29 SUBDIVISION BENCHMARKS: T.B.M. "A" - BRASS DISK SET IN THE CENTERLINE OF BRYAN WAY, APPROXIMATELY 375' SOUTH OF INTERSECTION WITH EAST ORANGE STREET. ELEVATION = 26.12 FEET NGVD29 T.B.M. "B" - BRASS DISK SET IN THE CENTERLINE OF BRYAN WAY, APPROXIMATELY 1,050' SOUTH OF INTERSECTION WITH EAST ORANGE STREET. ELEVATION = 25.39 FEET NGVD29 4. THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON. 5. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS. 6. NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES. 7. NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY; THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT. 8. NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER. 9. NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM; IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD. 10. SIDEWALKS SHALL BE REQUIRED PER ANGLETON LDC SEC. 23.14 - SIDEWALKS AND ACCESSIBILITY. 11. A MINIMUM OF TWO PARKING SPACES ON THE SAME LOT AS THE MAIN STRUCTURE AND ON A PAVED DRIVEWAY HAVING A MINIMUM LENGTH OF 20 FEET AS MEASURED FROM THE STREET RIGHT-OF-WAY LINE. 12. NOTICE: PRIVACY FENCING CROSSING PERPENDICULAR TO THE 15' DRAINAGE EASEMENT SHALL PROVIDE ADEQUATE OPENING (1 S.F. MINIMUM) FOR FLOW THROUGH FENCE OPENING. 13. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR PROPERTY OWNER ASSOCIATION TO MAINTAIN THE PARK, DETENTION, DRAINAGE, AND UTILITY RESERVE TRACT PER ANGLETON LDC REQUIREMENTS; SEC. 23-19 RESERVATIONS. 14. ALL REAR BUILDING LINES SHALL BE 10 FEET FROM PROPERTY LINE. SIDE BUILDING LINES SHALL BE 5 FEET FOR INTERIOR SIDE LOTS, 20 FEET FOR CORNER LOTS ON THE STREET, AND 25 FEET FOR KEY CORNER LOTS. THE FRONT BUILDING LINE SHALL BE 20 FEET.



FINAL REPLAT KIBER RESERVE PHASE I A 11.88 ACRE, 48-LOT, 1 RESERVE, 2 BLOCK SUBDIVISION PORTION OF LOTS 12 AND 69, OF THE BRYAN AND KIBER SUBDIVISION, VOL. 29, Pg. 75 B.C.D.R. LOCATED IN THE I. T. TINSLEY SURVEY, ABSTRACT No. 375 BRAZORIA COUNTY, TEXAS. Includes B&L logo and contact information for Charles von Schmidt.

DEDICATION STATEMENT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT CHARLES VON SCHMIDT, President And Managing Director of the WATERSTONE DEVELOPMENT GROUP, LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as KIBER RESERVE PHASE I, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon.

Drainage Easements Maintained by a Homeowners' Association. STATE OF TEXAS § COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successor, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision by and through a lawfully created homeowners association to be created by the Owners. The Owners covenant and agree that such a homeowners' association (called "Association") shall be created prior to the final acceptance of the City.

The City and Angleton Drainage District are not responsible for the maintenance and operation of said easements or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved.

The Owners shall keep all Drainage Easements clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Angleton or Angleton Drainage District shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners to alleviate any public health or safety issues.

The City and Angleton Drainage District reserves the right, but not the obligation, to enter upon any Drainage Easement at any point, or points, with all rights of ingress and egress, to investigate, survey, erect, construct, or maintain any drainage facility deemed necessary by the City for drainage and safety purposes.

DRAINAGE AND DETENTION EASEMENT.

STATE OF TEXAS § COUNTY OF BRAZORIA §

This plat is hereby adopted by the Owners and approved by the City of Angleton (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement.

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS § COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

PRESIDENT AND MANAGING DIRECTOR

STATE OF TEXAS § COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared CHARLES VON SCHMIDT known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated, given under my hand and seal of office this ____ day of _____, 20____.

Notary Public State of Texas

PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

APPROVED this ____ day of _____, 20____, by the Planning and Zoning Commission, City of Angleton, Texas.

BILL GARWOOD, Chairman, Planning and Zoning Commission

FRANCES AGUILAR, City Secretary

APPROVED this ____ day of _____, 20____, by the City Council, City of Angleton, Texas.

JASON PEREZ, Mayor

FRANCES AGUILAR, City Secretary

STATE OF TEXAS § COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20____, by

FRANCES AGUILAR, City Secretary, City of Angleton, on behalf of the City.

Notary Public State of Texas

KNOW ALL MEN BY THESE PRESENTS: That I, Miguelangel A. Saucedo, do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council.

SIGNED: Miguelangel A. Saucedo DATE PROFESSIONAL ENGINEER TEXAS REGISTRATION NO. 121992

ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED, THIS THE ____ DAY OF _____, 20____ THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

- 1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS BOARD MEMBER

BOARD MEMBER

Table with 5 columns: Curve No., Length, Radius, Delta, Chord Bearing, Chord Distance. Contains 4 rows of curve data.

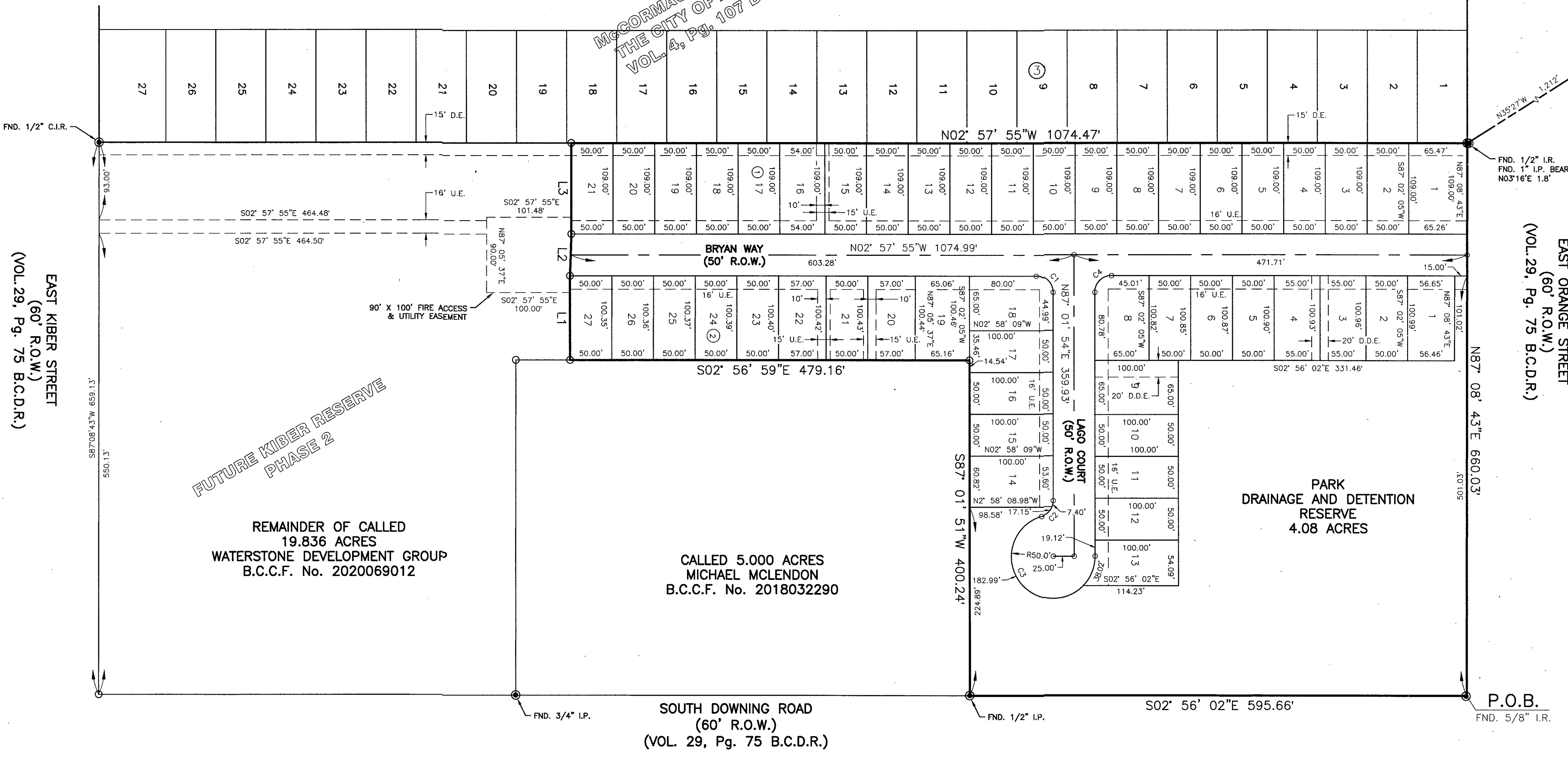
Table with 3 columns: Line No., Length, Direction. Contains 3 rows of line data.

SIGNED: DEVIN R. ROYAL DATE REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6667

KNOW ALL MEN BY THESE PRESENTS: That I, Devin R. Royal, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

SIGNED:

DEVIN R. ROYAL DATE REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6667

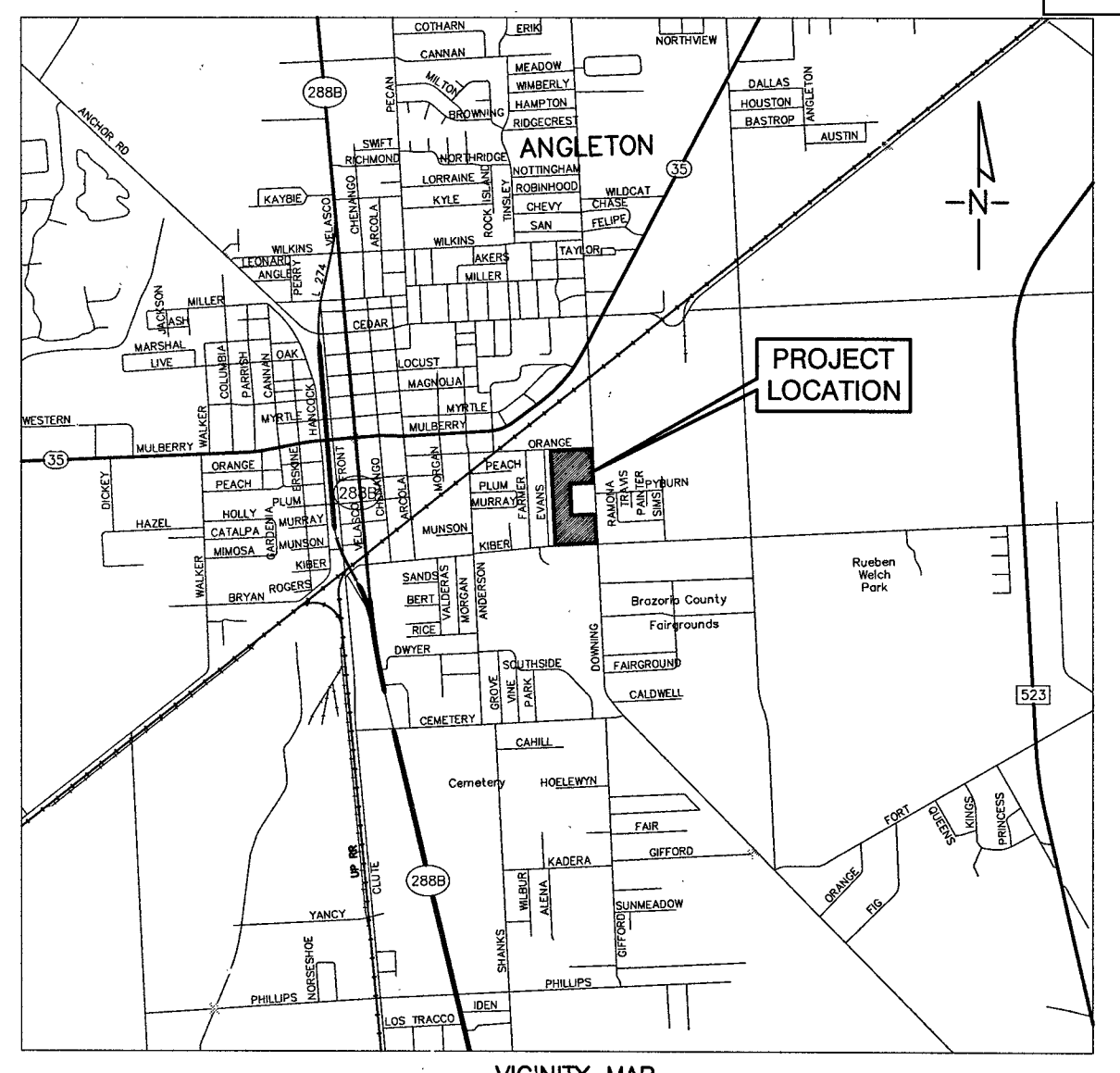


McCORMACK ADDITION TO THE CITY OF ANGLETON VOL. 4, Pg. 107 B.C.P.R.

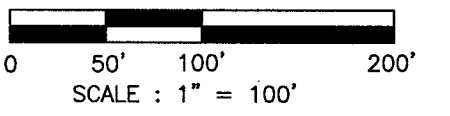
FUTURE KIBER RESERVE PHASE 2

EAST ORANGE STREET (VOL. 29, Pg. 75 B.C.D.R.)

P.O.B. FND. 5/8" I.P.



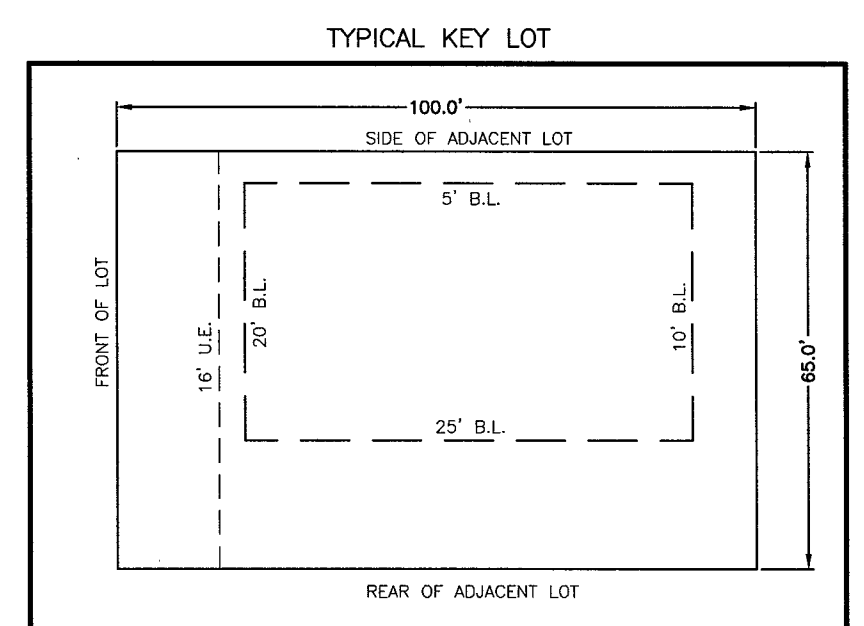
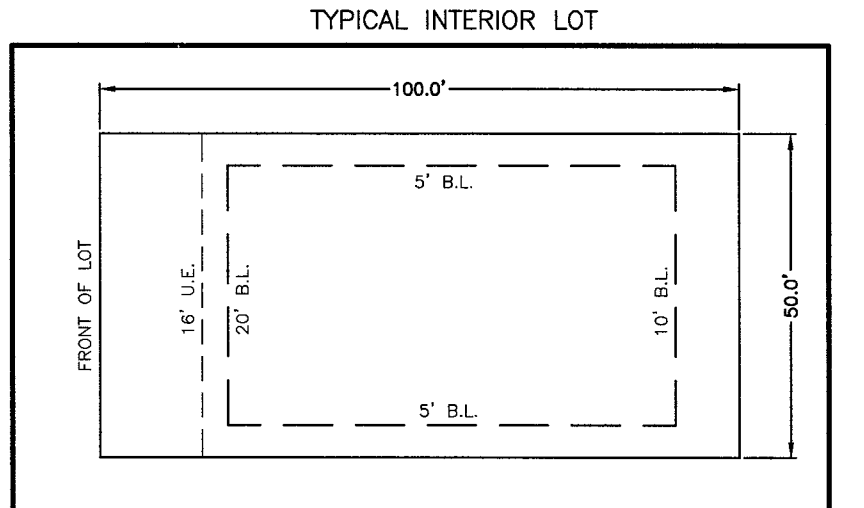
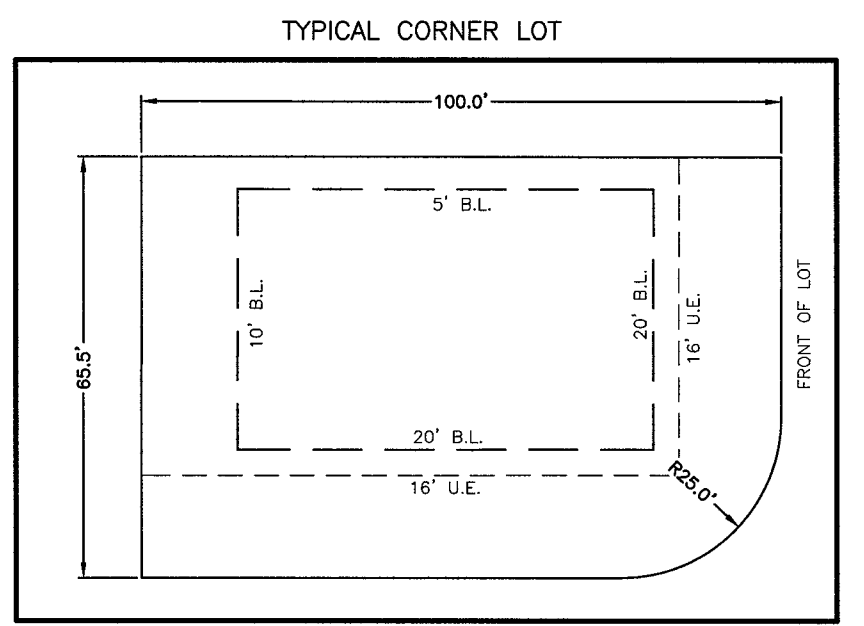
- LEGEND: B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE, B.C.D.R. = BRAZORIA COUNTY DEED RECORDS, B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS, B.L. = BUILDING LINE, U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT, BM = BENCHMARK, D.D.E. = DRAINAGE AND DETENTION EASEMENT, G.B.L. = GARAGE BUILDING LINE, FND = FOUND, I.R. = IRON ROD, I.P. = IRON PIPE, P.O.B. = POINT OF BEGINNING, R.O.W. = RIGHT-OF-WAY, STM.S.E. = STORM SEWER EASEMENT, VOL. Pg. = VOLUME, PAGE



FIELD NOTES FOR 11.88 ACRES

Being a tract of land containing 11.88 acres (517,552 square feet), located within I.T. Tinsley Survey, Abstract Number (No.) 375, in Brazoria County, Texas; Said 11.88 acre being a portion of Lots 12 and 69 of the Bryan and Kiber Subdivision of the I.T. Tinsley Survey as recorded in Volume (Vol.) 29, Page 75 of the Brazoria County Deed Records (B.C.D.R.), being a portion of a called 19.836 acre tract recorded in the name of the Waterstone Development Group, LLC Under Brazoria County Clerk's File (B.C.C.F.) No. 2020069012; Said 11.88 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

- BEGINNING at a 5/8-inch iron rod found in the southwest corner of the intersection of East Orange Street (sixty feet wide per Vol. 29, Page 75 B.C.D.R.) and South Downing Road (sixty feet wide per Vol. 29, Page 75 B.C.D.R.), for the northeast corner of the herein described tract;
THENCE, with the west R.O.W. line of said South Downing Road, South 02 degrees 56 minutes 02 seconds East, a distance of 595.66 feet to a 1/2-inch iron pipe found at the northeast corner of a called 5.000 acre tract recorded in the name of Michael McLendon Under B.C.C.F. No. 2018032290, for an angle point;
THENCE, with the north line of said 5.000 acre tract, South 87 degrees 01 minutes 51 seconds West, a distance of 400.24 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northwest corner of said 5.000 acre tract, for an interior corner of the herein described tract;
THENCE, with the west line of said 5.000 acre tract, South 02 degrees 56 minutes 59 seconds East, a distance of 479.16 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southeast corner of the herein described tract;
THENCE, through and across said 19.836 acre tract, the following three (3) courses:
1. South 87 degrees 05 minutes 37 seconds West, a distance of 100.33 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;
2. South 88 degrees 48 minutes 26 seconds West, a distance of 50.02 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;
3. South 87 degrees 02 minutes 05 seconds West, a distance of 109.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the east line of Block 3 of the McCormack Addition to the City of Angleton, a subdivision recorded under Vol. 4, Pg. 107 of the Brazoria County Plat Records (B.C.P.R.), for the southwest corner of the herein described tract;
THENCE, with the east line of said McCormack Addition, North 02 degrees 57 minutes 55 seconds West, a distance of 1074.47 feet to a 1/2-inch iron rod found on the south R.O.W. line of said East Orange Street at the northeast corner of Lot 1 of said Block 3, for the northeast corner of the herein described tract, from which a 1-inch iron pipe bears North 03 degrees 16 minutes East, a distance of 1.8 feet;
THENCE, with the south R.O.W. line of said East Orange Street, North 87 degrees 01 minutes 43 seconds East, a distance of 660.03 feet to the POINT OF BEGINNING and containing 11.88 acres of land.



- NOTES: 1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
2. FLOOD ZONE STATEMENT: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, MAP NUMBER 48030C0445H, WITH EFFECTIVE DATE OF JUNE 05, 1989, THE PROPERTY SURVEYED LIES FULLY WITHIN ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
3. REFERENCE BENCHMARK: TXDOT L200203
A 5/8" I.R. WITH ALUMINUM CAP SET IN CONCRETE AT THE SOUTHEAST CORNER OF THE INTERSECTION OF S.H. 35 AND SOUTH DOWNING ROAD AND 121' EAST OF THE CENTERLINE OF SOUTH DOWNING ROAD. ELEVATION = 25.74 FEET NGVD29
4. THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON.
5. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
6. NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
7. NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
8. NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
9. NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
10. SIDEWALKS SHALL BE REQUIRED PER ANGLETON LDC SEC. 23.14 - SIDEWALKS AND ACCESSIBILITY.
11. A MINIMUM OF TWO PARKING SPACES ON THE SAME LOT AS THE MAIN STRUCTURE AND ON A PAVED DRIVEWAY HAVING A MINIMUM LENGTH OF 20 FEET AS MEASURED FROM THE STREET RIGHT-OF-WAY LINE.
12. NOTICE: PRIVACY FENCING CROSSING PERPENDICULAR TO THE 15' DRAINAGE EASEMENT SHALL PROVIDE ADEQUATE OPENING (1 S.F. MINIMUM) FOR FLOW THROUGH FENCE OPENING.
13. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR PROPERTY OWNER ASSOCIATION TO MAINTAIN THE PARK, DETENTION, DRAINAGE, AND UTILITY RESERVE TRACT PER ANGLETON LDC REQUIREMENTS; SEC. 23-19 RESERVATIONS.
14. ALL REAR BUILDING LINES SHALL BE 10 FEET FROM PROPERTY LINE. SIDE BUILDING LINES SHALL BE 5 FEET FOR INTERIOR SIDE LOTS, 20 FEET FOR CORNER LOTS ON THE STREET, AND 25 FEET FOR KEY CORNER LOTS. THE FRONT BUILDING LINE SHALL BE 20 FEET.

FINAL REPLAT KIBER RESERVE PHASE I A 11.88 ACRE, 48-LOT, 1 RESERVE, 2 BLOCK SUBDIVISION PORTION OF LOTS 12 AND 69, OF THE BRYAN AND KIBER SUBDIVISION, VOL. 29, Pg. 75 B.C.D.R. LOCATED IN THE I. T. TINSLEY SURVEY, ABSTRACT No. 375 BRAZORIA COUNTY, TEXAS. Includes Baker & Lawson logo and contact information for Charles von Schmidt.

GENERAL CONSTRUCTION NOTES

- 1. CONTRACTOR SHALL NOTIFY THE "UNDERGROUND UTILITY COORDINATING COMMITTEE" (TELEPHONE NO. (979) 849-4364 AND THE CITY OF ANGLETON (TELEPHONE NO. (979) 849-4364) 48 HOURS BEFORE STARTING WORK IN STREET RIGHT-OF-WAYS OR EASEMENTS.
2. ALL EXISTING UNDERGROUND UTILITIES ARE NOT GUARANTEED TO BE COMPLETE OR DEFINITE, BUT WERE OBTAINED FROM INFORMATION AVAILABLE, CONTRACTOR HAS SOLE RESPONSIBILITY FOR FIELD VERIFICATION OF ALL EXISTING FACILITIES SHOWN ON DRAWINGS, CONTRACTOR SHALL COORDINATE ALL CONFLICTS WITH THE APPROPRIATE GOVERNING AGENCY. NO SEPARATE PAY.
3. CONTRACTOR SHALL PROVIDE A TRENCH SAFETY SYSTEM TO MEET, AS A MINIMUM, THE REQUIREMENTS OF OSHA SAFETY AND HEALTH REGULATION, PART 1926, SUBPART P AS PUBLISHED IN THE FEDERAL REGISTER, VOLUME 54, NO. 209, DATED OCTOBER 31, 1989.
4. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TEXAS MUTCD MOST RECENT EDITION AS REVISED) DURING CONSTRUCTION.
5. CONTRACTOR SHALL COVER OPEN EXCAVATIONS IN PUBLIC STREETS WITH ANCHORED STEEL PLATES DURING NON-WORKING HOURS.
6. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION, AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNING AUTHORITY. ALL CONSTRUCTION STORM RUNOFF SHALL COMPLY WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.
7. EXISTING PAVEMENTS, CURBS, SIDEWALKS, CULVERTS AND DRIVEWAYS (ADJACENT TO THE WORK) DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO EQUAL OR BETTER THAN THEIR ORIGINAL CONDITION AT CONTRACTOR EXPENSE.
8. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB, SHALL BE AS GOOD AS OR BETTER THAN THE CONDITION PRIOR TO STARTING WORK. CONTRACTOR SHALL TAKE NECESSARY ACTIONS TO PROTECT THE EXISTING SURFACES OUTSIDE THE WORK AREA FROM THE EQUIPMENT USED. ALL TRACKED MACHINERY (STREET PADS INCLUDED) SHALL NOT BE OPERATED DIRECTLY ATOP THE PAVEMENT WITHOUT APPROPRIATE PADDING AND PROTECTION OF THE SURFACES. ANY MARRED OR DISTRESSED AREAS SHALL BE REMOVED AND RESTORED WITH NEW MATERIALS TO THE SATISFACTION OF THE ENGINEER. ANY EXISTING DISTRESSED AREAS SHALL BE MADE KNOWN TO THE ENGINEER PRIOR TO OPERATIONS IN THE WORK AREA.
9. ALIGNMENT, CENTERLINE CURVE DATA AND STATIONING TO BE VERIFIED BY ON-THE-GROUND SURVEY FROM APPROVED SUBDIVISION PLAT (OR APPROVED PLOT FOR OFF-SITE EASEMENTS), AND ELEVATIONS OF ALL CONNECTIONS TO EXISTING FACILITIES TO BE CONFIRMED PRIOR TO WORK START. CONTRACTOR TO NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
10. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK.
11. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK.
12. ALL UTILITY TRENCHES TO BE BACK FILLED TO 90 PERCENT (90%) STANDARD PROCTOR DENSITY UNLESS OTHERWISE NOTED.
13. ALL SURVEY, LAYOUT, MEASUREMENT, AND GRADE STAKE WORK SHALL BE PERFORMED BY BAKER & LAWSON, INC. AS PART OF THE WORK UNDER THIS CONTACT.
14. BAKER & LAWSON, INC. WILL PROVIDE EXPERIENCED INSTRUMENT MEN, COMPETENT ASSISTANTS, AND SUCH INSTRUMENTS, TOOLS, STAKES, AND OTHER MATERIALS REQUIRED TO COMPLETE THE SURVEY, LAYOUT AND MEASUREMENT WORK.
15. CONSTRUCTION DEBRIS AND OTHER UNCLASSIFIED UNSUITABLE EXCESS MATERIAL SHALL BE HAULED TO A STATE APPROVED DISPOSAL SITE OR AS DIRECTED BY THE ENGINEER. AN EXISTING LANDFILL APPROXIMATELY 10 MILES FROM THE PROJECT SITE IS THE NEAREST STATE APPROVED FEE FACILITY. ALL REFUSE MATERIALS (BROKEN CONCRETE, TREES, ASPHALT, ETC.) SHALL BE DISPOSED OF BY THE CONTRACTOR AT HIS EXPENSE.
16. PLAN QUANTITIES WILL BE USED FOR FINAL PAYMENT UNLESS DESIGN CHANGES ARE MADE DURING CONSTRUCTION.

CONSTRUCTION NOTES FOR PAVING & DRAINAGE

- 1. GUIDELINES SET FORTH IN THE MANUAL ON UNIFORM CONTROL DEVICES SHALL BE OBSERVED.
2. FILL SHALL BE PLACED IN MAXIMUM 8" LOOSE LIFTS AND COMPACTED TO 95% OF OPTIMUM DENSITY AS DETERMINED USING TESTING METHOD ASTM D698.
3. CONTRACTOR RESPONSIBLE FOR MAINTAINING BARRICADES TO PREVENT TRAFFIC FROM USING NEW PAVEMENT UNTIL PROJECT IS COMPLETED AND ACCEPTED BY PROPER AUTHORITY OR AS AUTHORIZED BY ENGINEER.
4. B-B INDICATES ROAD WIDTH TO BACK OF CURB. CURB RADI ARE TO FACE OF CURB. T.C. INDICATES TOP OF CURB ELEVATIONS (BASED ON 4" CURB UNLESS OTHERWISE NOTED) T.P. INDICATES TOP OF PAVEMENT ELEVATION.
5. TRANSVERSE EXPANSION JOINTS SHALL BE INSTALLED AT MAXIMUM SPACING OF 40-FOOT INTERVALS (SAWCUTS @ 20"(2 1/2"DEEP), LONGITUDINAL JOINTS SHALL BE AT MAXIMUM OF 14-FOOT SPACING. WOOD JOINT SHALL BE SOUND HEART REDWOOD.
6. 6-INCH CONCRETE PAVEMENT TO BE 5.5 SACK MIX MIN. (3,500 PSI) REINFORCING STEEL TO CONFORM TO ASTM A-615, GRADE 60. PROVIDE MINIMUM 18-INCH LAPS. (36 BAR DIA)
7. SAW CUT TO EXPOSE EXISTING LONGITUDINAL STEEL REQUIRED TO CREATE A MINIMUM TWELVE-INCH (12") OVERLAP OF PROPOSED AND EXISTING LONGITUDINAL REINFORCING STEEL WHEN MAKING A CONNECTION TO EXISTING CONCRETE PAVEMENT. WHERE SPACING OF EXISTING LONGITUDINAL STEEL DIFFERS FROM PROPOSED STEEL SPACING, NOTIFY THE ENGINEER.
8. USE PLASTIC CHAIRS TO SUPPORT REINFORCEMENT AT 24-INCH SPACING EACH WAY.
9. SUBGRADE TO BE STABILIZED 1-FOOT BACK OF PROPOSED CURB OR EDGE OF PAVEMENT. EXCESS LIME STABILIZED SOIL SHALL BE UTILIZED IN THE PREPARATION OF SUBGRADE FOR DRIVEWAYS. THERE WILL BE NO PAYMENT FOR PREPARING SUBGRADE FOR DRIVEWAYS AND SIDEWALKS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE ASSOCIATED CONCRETE PAY ITEMS. SUBGRADE PREPARATION FOR DRIVEWAYS AND PAVING SHALL INCLUDE PROOF ROLLING. SOFT AREAS TO BE EXCAVATED AND RECOMPACTED TO ADJACENT SOIL DENSITY.
10. USE CONTINUOUS LONGITUDINAL REINFORCING BAR IN CURB.
11. BACK FILL AND BEDDING FOR HEADWALL STRUCTURES, TYPE "C" INLETS, R.C.P. LEADS AND STORM SEWERS SHALL BE WITH 1.5 SACK CEMENT. STABILIZED SAND SHALL BE COMPACTED TO A DENSITY OF AT LEAST 90% OF DENSITY DETERMINED BY STANDARD MOISTURE-DENSITY RELATION (ASTM D-698) AT OPTIMUM MOISTURE AND SHALL BE PLACED AND FINISHED WITHIN 3 HRS. OF MIXING. TEMPORARY TRAVEL WAY SURFACE SHALL BE WITH CEMENT STABILIZED LIMESTONE. PAYMENT FOR THESE ITEMS SHALL BE SUBSIDIARY TO THE VARIOUS STRUCTURAL BID ITEMS. VERIFICATION OF CEMENT STABILIZED SAND MIXTURE SHALL BE FURNISHED UPON REQUEST OF ENGINEER.
12. THE SUBGRADE SHALL BE BROUGHT TO THE REQUIRED GRADE BY THE USE OF GRADE STAKES (BLUE TOPS) AND APPROVED BY THE ENGINEER BEFORE LIME IS APPLIED.

- 13. RATE OF APPLICATION FOR LIME SHALL BE SEVEN PERCENT (7%) OF THE DRY WEIGHT OF SOIL (QUALITY BASE ON 100 #/ C.F.) OR THIRTY ONE AND ONE HALF (31.5) POUNDS PER SQUARE YARD FOR SIX (6) INCH STABILIZED SUBGRADE. LIME STABILIZED SUBGRADE SHALL NOT BE MIXED MORE THAN ONE INCH IN EXCESS OF THE REQUIRED DEPTH. LIME STABILIZED SUBGRADE SHALL BE BROUGHT TO THE OPTIMUM MOISTURE CONTENT DURING THE FIRST MIXING OPERATIONS THEN LEFT TO CURE FOR TWO CURING DAYS BEFORE FINAL MIXING CAN BEGIN. AFTER FINAL MIXING IS COMPLETED AND BEFORE SOIL DENSITY TESTS ARE TAKEN, LIME STABILIZED SUBGRADE SHALL BE BROUGHT TO THE REQUIRED GRADE BY THE USE OF GRADE STAKES (BLUE TOPS) AND APPROVED BY THE ENGINEER. DENSITY SHALL BE NINETY-FIVE PERCENT (95%) OF THE STANDARD PROCTOR DENSITY AT OPTIMUM MOISTURE. TESTED AND COMPLETED SECTIONS SHALL BE KEPT MOIST CURED ON A DAILY BASIS WITH WATER TRUCKS OR SUBSTANTIAL SUPPLY HOSES FOR THE ENTIRE PERIOD THE SURFACE REMAINS UNCOVERED WITH ADDITIONAL COURSES. AFTER FINAL TESTING AND APPROVAL IS COMPLETE, TRACK EQUIPMENT, GRADERS AND OTHER HEAVY EQUIPMENT WILL NOT BE PERMITTED ON THE COMPLETED LIME STABILIZED AREA. LIGHT MOTOR GRADERS, RUBBER TIERED TRACTORS, WATER TRUCKS AND ROLLERS USED IN THE FINISHING OPERATIONS WILL BE PERMITTED WITH THE APPROVAL OF THE ENGINEER. CONCRETE AND LOADED HAUL TRUCKS ARE STRICTLY PROHIBITED ON COMPLETED AREAS UNLESS THE TRAVELED AREA REGARDLESS OF CONDITION IS REMIXED AND COMPACTED AND TESTED FOR APPROVAL A SECOND TIME.
14. FORMS SHALL BE EITHER WOOD OR STEEL OF GOOD QUALITY, FREE OF WARP AND SUFFICIENTLY STAKED TO AVOID SHIFTING WHEN LOAD IS APPLIED. ALL REDWOOD EXPANSION BOARDS SHALL BE STAKED WITH 1X2 REDWOOD STAKES AND ALLOWED TO REMAIN WITHIN THE POUR. METAL STAKES ARE APPROVED FOR USE TO STAKE METAL KEYS.
15. REINFORCING SHALL BE SECURELY TIED AT ALL INTERSECTIONS AND SPLICES. ALL DOWELS SHALL BE SECURELY TIED. REINFORCEMENT SHALL BE CLEAN AND FREE OF RUST AT TIME OF USE. PLASTIC CHAIR OF THE CORRECT HEIGHT SHALL BE USED. SPACING SHALL BE SUFFICIENT TO SUPPORT REINFORCEMENT.
16. PRIOR TO CONCRETE PLACEMENT, CONTRACTOR SHALL PRESENT A CERTIFIED COPY OF TOP OF FORM GRADES TO THE ENGINEER FOR REVIEW AND APPROVAL. ELEVATIONS OF FORMS SHALL BE RECORDED AT 10' INTERVALS. ADJUSTMENTS TO FORMS SHALL BE COMPLETE 4 HRS. PRIOR TO CONCRETE PLACEMENT.
17. CONCRETE FOR STREET PAVEMENTS SHALL BE "CLASS A" CONCRETE, SHALL NOT HAVE LESS THAN FIVE AND ONE HALF (5 1/2) SACKS OF CEMENT PER CUBIC YARD, AND SHALL NOT HAVE MORE THAN SIX AND ONE HALF (6 1/2) GALLONS OF WATER PER SACK OF CEMENT. SLUMP SHALL NOT EXCEED FIVE (5) INCHES AND SHALL DEVELOP A MODULUS OF RUPTURE STRENGTH OF THREE THOUSAND FIVE HUNDRED (3500) P.S.I. AT TWENTY EIGHT (28) DAYS. CONCRETE SHALL BE PLACED IN SUCH A MANNER AS TO REQUIRE AS LITTLE HANDLING AS POSSIBLE. USE OF AN APPROVED VIBRATING SCREEN WILL BE REQUIRED. AT INTERSECTIONS AND SMALL AREAS WHERE A VIBRATORY SCREEN CAN NOT BE USED, A HAND VIBRATOR OR "JITTERBUG" SHALL BE USED. USE OF A TEN FOOT (10') CONCRETE PAVEMENT STRAIGHT EDGE WILL ALSO BE REQUIRED. ALL EXPOSED JOINTS SHALL BE EDGED AS NOTED ON DETAILS. SURFACE SHALL BE TYPICALLY A BELT FINISH OR BROOM FINISH (COARSE, MEDIUM OR LIGHT) AS REQUIRED BY THE APPLICATION AND DIRECTED BY THE ENGINEER.
18. FLY ASH SHALL MAKE UP FROM 20-25% BY VOLUME OF THE SPECIFIED CEMENT VOLUME AND SHALL CONFORM TO ASTM C 618, CLASS F.
19. CURING COMPOUND SHALL BE TYPE II WITH WHITE PIGMENT. APPLIED AT THE UNDLUTED RATE OF ONE GALLON PER TWO HUNDRED (200) SQUARE FEET.
20. EXPANSION JOINTS SHALL BE CLEANED, WIRE BRUSHED, BLOWN OR FLAME DRIED SEALED WITH APPROVED LIST RUBBERIZED HOT LAID ASPHALT JOINT AND CRACK SEALANT OR A TWO (2) COMPONENT POLYMERIC SELF LEVELING COLD APPLIED SEALANT.
21. CONTRACTOR WILL NOT PERMIT TRAFFIC ON NEW CONCRETE PAVEMENT UNTIL BOTH A MINIMUM OF SEVEN (7) CURING DAYS AND MODULUS OF RUPTURE STRENGTH OF THIRTY THOUSAND FIVE HUNDRED (3500) P.S.I. TAKES PLACE OR AS APPROVED BY THE ENGINEER/PUBLIC WORKS DEPARTMENT.
22. CONCRETE FOR CURB SHALL BE A 3000 P.S.I. PERFORMANCE STRENGTH CONCRETE WITH A MINIMUM FIVE (5) SACK CEMENT PER CUBIC YARD CONTENT. CURB CONCRETE MIX MAY BE A SMALL AGGREGATE BATCH DESIGN.
23. A CONCRETE MIX DESIGN OF CONCRETE PLUS FLY ASH MAY BE SUBSTITUTED IN LIEU OF THE STANDARD CONCRETE BATCH DESIGN. THE FLY ASH SHALL CONFORM TO THE REQUIREMENTS OF TxDOT MATERIAL SPECIFICATION D-9-8900, AND SHALL NOT EXCEED 25% BY ABSOLUTE VOLUME OF THE SPECIFIED CEMENT CONTENT. THE MODULUS OF RUPTURE STRENGTHS MINIMUMS AND DEVELOPMENT PERIOD OF THE STANDARD CONCRETE MIX DESIGN SHALL REMAIN IN EFFECT AND SHALL BE VERIFIED BY A CONCRETE BATCH MIX DESIGN PREPARED AND TESTED BY A GEOTECHNICAL LAB AND SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY ENGINEERING/PUBLIC WORKS DEPARTMENT PRIOR TO PAVING OPERATIONS.

- 24. ALL PAVEMENT SAW CUT REQUIRED IN THE PLANS SHALL BE CONSIDERED SUBSIDIARY TO THE PAVING REMOVAL PAY ITEM REQUIRING IT.
25. REINFORCED FILTER FABRIC OR BLOCK SOD SHALL BE PLACED 16" (ONE BLOCK WIDTH) WIDE ALONG THE EDGE OF ALL NEWLY CONSTRUCTED CURBS AND TO DRIVEWAY REPLACEMENT LIMITS.
26. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANALYZING WEATHER CONDITIONS AND TO SUSPEND OPERATIONS DURING PERIODS WHEN ADVERSE WEATHER CONDITIONS APPEAR LIKELY. NO CONCRETE SHALL BE PLACED WHEN THE TEMPERATURE IS 35°F AND RISING. HOWEVER, NO CONCRETE SHALL BE PLACED WHEN THE CONCRETE TEMPERATURE IS ABOVE 100°F. THE CONTRACTOR SHALL KEEP SUFFICIENT LENGTH OF COVERING MATERIAL ON THE JOB SITE TO PLACE OVER AND PROTECT THE SURFACE OF "FRESH" CONCRETE DURING PERIODS OF UNPREDICTED RAINS.
27. CUR-DE-SACS TO BE PAVED COMPLETELY WITH NO ISLANDS

WASTEWATER CONSTRUCTION NOTES

- 1. CONTRACTOR SHALL PROVIDE RECORD OF LOCATION OF ALL STACKS, STUBS, LEADS, ETC. TO CITY OF ANGLETON.
2. SEPARATION DISTANCES FOR ALL SANITARY SEWER AND WATER MAIN CONSTRUCTION SHALL BE GOVERNED BY THE "TEXAS NATURAL RESOURCE CONSERVATION COMMISSION RULES AND REGULATIONS FOR DESIGN CONSERVATION COMMISSION RULES AND REGULATIONS FOR DESIGN CRITERIA FOR SEWAGE SYSTEMS "SECTION 317.20," LATEST PRINTING.
3. MAINTAIN 12-INCH MINIMUM VERTICAL CLEARANCE AT CROSSINGS BETWEEN SANITARY SEWERS AND CULVERTS, UNLESS OTHERWISE NOTED.
4. WHERE SANITARY SEWER LINE CROSSES A WATER LINE WITH LESS THAN 9-Feet BUT MORE THAN 6-INCHES VERTICAL SEPARATION, PROVIDE ONE MINIMUM 18-FOOT JOINT OF PRESSURE RATED P.V.C. SANITARY SEWER (ASTM D2241, CLASS 150, SDR 26) CENTERED ON WATER LINE. INCLUDE COST OF WATER LINE CROSSING IN UNIT PRICE BID PER LINEAR FOOT FOR SANITARY SEWER IN APPROPRIATE SIZES.
5. CONTRACTOR TO NOTIFY OWNER'S REPRESENTATIVE UPON ENCOUNTERING ANY UNSUITABLE TRENCH CONDITIONS.
6. SANITARY SEWER LEADS UNDER OR WITHIN 1' OF EXISTING OR FUTURE PAVEMENT SHALL BE BACK FILLED WITH CEMENT STABILIZED SAND UP TO WITHIN OF TOP OF PAVING SUBGRADE. CEMENT STABILIZED SAND BACK-FILL FOR LEADS SHALL BE INCLUDED IN THE BID UNIT PRICE FOR LEADS.
7. LOW PRESSURE AIR TEST SHALL BE CONDUCTED PER TNRC TAC 317.2. HOLDING TIMES SHALL BE ESTABLISHED BY TNRC. CONTRACTOR TO PROVIDE TEST PLUGS AND RISERS. NO SEPARATE PAY.

- 8. CONTRACTOR TO OPEN CUT ALL SANITARY SEWER CONSTRUCTION UNLESS NOTE OTHER WISE, SEWER SERVICES TO BE INSTALLED FULL WIDTH OF ROADWAY--NO HALF STREET INSTALLATIONS.
9. CONTRACTOR SHALL AT ALL TIMES PROVIDE MAXIMUM UNINTERRUPTED SERVICE AND SHALL AVOID OF ANY ROUTING METHOD AND EQUIPMENT TO ACCOMPLISH THIS.
10. ALL SINGLE AND DOUBLE SERVICE LEAD SHALL BE A MINIMUM SIX INCH (6") UNLESS OTHERWISE DIRECTED BY THE ENGINEER/PUBLIC WORKS AND/OR FIELD ADJUSTED BY THE UTILITY DEPARTMENT IN THE FUTURE.

WATER CONSTRUCTION NOTES

- 1. CONTRACTOR SHALL PROVIDE ADEQUATE THRUST BLOCKING TO WITHSTAND TEST PRESSURE AS SPECIFIED IN CONTRACT DOCUMENTS. THRUST BLOCKING SHALL BE CLASS "B" CONCRETE 2500 P.S.I. AND SHALL BE SUBSIDIARY TO THE BID ITEM PERTINENT TO ITS USE. ALL CEMENT STABILIZED SAND BACKFILL SHALL BE 1.5 SK/CY CEMENT CONTENT. ALL M.J. D.I. FITTINGS WILL HAVE M.J. RESTRAINTS (STARGRIP OR EQUAL) WRAP FITTINGS & RESTRAINTS WITH 10 MIL POLY.
2. SEPARATION DISTANCES OF ALL WATER MAIN AND SANITARY SEWER MAIN CONSTRUCTION SHALL BE GOVERNED BY THE "TEXAS NATURAL RESOURCE CONSERVATION COMMISSION RULES AND REGULATIONS FOR DESIGN CRITERIA FOR SEWAGE SYSTEMS," SECTION 317.20, LATEST PRINTING.
3. ALL 4" THROUGH 12" WATER MAINS TO BE P.V.C. PIPE, AWWA C-900, CLASS 150, SDR 18, MEETING THE REQUIREMENTS OF ANSI/NSF 61 UNLESS OTHERWISE NOTED.
4. WATER LINES UNDER OR WITHIN 1 FEET OF NEW OR EXISTING PAVEMENTS (STREETS AND DRIVEWAYS) SHALL BE BACK FILLED WITH CEMENT STABILIZED SAND AS SPECIFIED IN THE CONSTRUCTION DETAIL.
5. PROVIDE A MINIMUM SIX-INCHES (6") OF CLEARANCE AT STORM SEWER AND WATER LINE CROSSINGS.
6. 4-INCH THROUGH 12-INCH LINES TO HAVE A MINIMUM OF 4'-0" COVER BELOW TOP OF CURB. UNLESS OTHERWISE NOTED, VARY FLOW LINE UNIFORMLY FROM DEPTH SHOWN ON PLANS.
7. CENTERLINE OF FIRE HYDRANT TO BE LOCATED AT 3' FROM BACK OF CURB WITH CENTERLINE OF STEAMER NOZZLE 22 INCHES ABOVE FINISHED GRADE. TURN STEAMER OUTLET TO FACE STREET.
8. WHERE WATER LINE CROSSES SANITARY SEWER LINE OR LEAD WITH LESS THAN NINE FEET (9') VERTICAL SEPARATION, PROVIDE ONE MINIMUM 18-FOOT JOINT OF WATER LINE CENTERED ON LEAD. INCLUDE COST OF LEAD CROSSING IN UNIT PRICE BID PER LINEAR FOOT FOR WATER LINE IN APPROPRIATE SIZES.
9. THE CONTRACTOR AT ALL TIMES PROVIDE MAXIMUM UNINTERRUPTED FLOW TO ALL SERVICES AND MAINS AND SHALL AVOID OF ANY ROUTING METHOD AND EQUIPMENT TO ACCOMPLISH THIS.

CENTERPOINT ENERGY / ENTEX NOTES

CAUTION: UNDERGROUND GAS FACILITIES
LOCATIONS OF CENTERPOINT ENERGY MAIN LINES (TO INCLUDE CENTERPOINT ENERGY INTRASTATE PIPELINE, LLC. WHERE APPLICABLE) ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. SERVICE LINES ARE NOT USUALLY SHOWN. OUR SIGNATURE ON THESE PLANS ONLY INDICATES THAT OUR FACILITIES ARE SHOWN IN APPROXIMATE LOCATION. IT DOES NOT IMPLY THAT A CONFLICT ANALYSIS HAS BEEN MADE. THE CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT (979) 849-4364 OR 811 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE MAIN AND SERVICE LINES FIELD LOCATED.

- * WHEN CENTERPOINT ENERGY PIPE LINE MARKINGS ARE NOT VISIBLE, CALL (800) 752-8036 OR (713) 659-2111 (7:00 A.M. TO 4:30 P.M.) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS.
* WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF CENTERPOINT ENERGY FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.
* WHEN CENTERPOINT ENERGY FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.
* FOR EMERGENCIES REGARDING GAS LINES CALL (800) 659-2111 OR (713) 659-2111.

THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

ACTIVITIES ON OR ACROSS CENTERPOINT ENERGY FEE OR EASEMENT PROPERTY
NO APPROVAL TO USE, CROSS OR OCCUPY CENTERPOINT FEE OR EASEMENT PROPERTY IS GIVEN. IF YOU NEED TO USE CENTERPOINT PROPERTY, PLEASE CONTACT OUR SURVEYING & RIGHT OF WAY DIVISION AT (713) 207-5769.

WARNING: OVERHEAD ELECTRICAL FACILITIES
OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL TEXAS NEW MEXICO ENERGY AT 888-866-7456.

SBC NOTES

THE LOCATIONS OF SOUTHWESTERN BELL TELEPHONE CO. UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND UTILITIES.

TEXAS NEW MEXICO POWER NOTES

OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL TEXAS NEW MEXICO POWER AT (888) 866-7456.

GENERAL CONSTRUCTION NOTES

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ANGLETON CONSTRUCTION MANUAL (ACM) AND LAND DEVELOPMENT CODE, HEREAFTER REFERRED TO THE ACM AND THE LDC.
2. APPROVAL OF THESE CONSTRUCTION PLANS DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, ADEQUACY, AND COMPLIANCE OF THE SUBMITTED PLANS.
3. ALL RESPONSIBILITY FOR RESTS ON DESIGN ENGINEER WHO PREPARED THEM, IN APPROVING THESE PLANS, THE CITY MUST RELY ON THE ADEQUACY AND ACCURACY OF THE DESIGN ENGINEER.
4. DESIGNS SHALL BE IN COMPLETE COMPLIANCE WITH THE LDC AND THE ACM. ANY WAIVER, DEVIATION, VARIANCE, OR EXCEPTION FROM ANY SPECIFIC REQUIREMENT(S) OF THE LDC OR ACM THAT WERE NOT EXPRESSLY REQUESTED WHEN PLANS ARE SUBMITTED, SHALL NOT BE CONSTRUED TO HAVE BEEN GRANTED IF PLANS ARE APPROVED. IT IS THE RESPONSIBILITY OF THE ENGINEER TO MAKE SUCH A WAIVER PROACTIVELY WHEN PLANS ARE SUBMITTED.
5. A MINIMUM OF TWO EXISTING BENCHMARKS SHOULD BE SHOWN ON THE PLANS. IN ADDITION, TWO PERMANENT BENCHMARKS PER SUBDIVISION SHALL BE INSTALLED IN EACH NEW SUBDIVISION TO INCLUDE DESCRIPTION, LOCATION, AND ELEVATION AND TIE TO CITY STANDARDS.
6. CAST BRONZE SURVEY MARKERS SHALL BE PLACED IN CONCRETE IN PERMANENT, ACCESSIBLE LOCATIONS AT THE TIME OF CONSTRUCTION. THE LOCATIONS OF THE MARKERS SHALL BE INDICATED ON THE CONSTRUCTION PLANS. A MINIMUM OF ONE MARKER SHALL BE PLACED FOR EACH 20 ACRES OF THE PROJECT.
7. PRIOR TO BEGINNING CONSTRUCTION, THE OWNER OR HIS AUTHORIZED REPRESENTATIVE SHALL CONVEY A PRE-CONSTRUCTION CONFERENCE WITH THE CITY, THE DEVELOPER'S CONSULTING ENGINEER, CONTRACTOR, AND ANY OTHER AFFECTED PARTIES. THE CITY SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE TIME OF THE CONFERENCE AND 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
8. THE CONTRACTOR SHALL PROVIDE THE CITY A MINIMUM OF 48 HOURS' NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
9. BARRICADES, BUILT TO CITY SPECIFICATIONS, SHALL BE CONSTRUCTED ON ALL DEAD-END STREETS AND AS NECESSARY DURING CONSTRUCTION TO MAINTAIN JOB SAFETY.
10. IF BLASTING IS PLANNED, A BLASTING PERMIT MUST BE SECURED PRIOR TO COMMENCEMENT OF ANY BLASTING.
11. ANY EXISTING PAVEMENT, CURBS, AND/OR SIDEWALKS DAMAGED OR REMOVED WILL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE BEFORE ACCEPTANCE OF THE SUBDIVISION.
12. THE LOCATION OF ANY WATER OR WASTEWATER LINES SHOWN ON THE PLANS MUST BE VERIFIED BY THE PUBLIC WORKS DEPARTMENT.
13. USE ONE CALL UTILITY SYSTEM: DIAL 1-800-344-8377, 48 HOURS BEFORE YOU DIG.
14. ALL STORM SEWER PIPES TO BE CLASS III RCP UNLESS NOTED OTHERWISE. SPECIAL NOTES FOR PLANS, WHEN APPLICABLE.
15. THE SUBGRADE MATERIAL IN KIBER RESERVE (PHASE I) WAS TESTED BY GEOSCIENCES ENGINEERING AND TESTING ON MAY 28, 2020 AND THE STREET SECTION DESIGNED ACCORDING TO THE LDC AND ACM.
16. CONSTRUCTED STREET SECTIONS SHALL SHOW THE FOLLOWING:
a. PROVIDE STREET NAMES, WIDTH OF R.O.W., OR OTHER METHODS TO IDENTIFY PROPOSED DESIGN OF DIFFERENT PAVEMENT THICKNESS. IN WRITING OR GRAPHICALLY, DESCRIBE THE STREET SECTION(S) TO BE CONSTRUCTED.
b. MANHOLE FRAMES, COVERS, AND WATER VALVE COVERS WILL BE RAISED TO FINISHED PAVEMENT GRADE AT THE OWNER'S EXPENSE BY A QUALIFIED CONTRACTOR WITH CITY INSPECTION. ALL UTILITY ADJUSTMENTS SHALL BE COMPLETED PRIOR TO FINAL PAVING CONSTRUCTION.
c. CROWNS OF INTERSECTING STREETS WILL CULMINATE IN A DISTANCE OF 40 FEET FROM THE INTERSECTING CURB LINE UNLESS OTHERWISE NOTED. INLETS ON THE INTERSECTING STREET SHALL NOT BE CONSTRUCTED WITHIN 40 FEET OF THE VALLEY GUTTER, UNLESS OTHERWISE NOTED.
d. PRIOR TO FINAL ACCEPTANCE OF A STREET OUTSIDE THE CITY LIMITS, STREET NAME SIGNS CONFORMING TO COUNTY STANDARDS SHALL BE INSTALLED BY DEVELOPER.
e. SIDEWALK REQUIREMENTS (GIVE STREET NAME AND LOCATION OF REQUIRED SIDEWALK, I.E., NORTH, SOUTH, EAST, OR WEST SIDE).
f. A CURB LAY DOWN WHERE REQUIRED WHEN ALL POINTS OF SIDEWALKS INTERSECTS CURBS.
g. INSIDE THE CITY LIMITS, SIDEWALKS SHALL BE COMPLETED PRIOR TO ACCEPTANCE OF ANY DRIVEWAY APPROACHES AND/OR ISSUANCE OF A CERTIFICATE OF OCCUPANCY. WHEN OUTSIDE THE CITY LIMITS, A LETTER OF CREDIT MAY BE POSTED OR OTHER SUITABLE FINANCIAL ARRANGEMENTS MAY BE MADE TO ENSURE CONSTRUCTION OF THE SIDEWALKS. IN EITHER CASE, SIDEWALKS ADJACENT TO "COMMON AREAS", PARKWAYS, OR OTHER LOCATIONS ON WHICH NO BUILDING CONSTRUCTION WILL TAKE PLACE, MUST BE CONSTRUCTED PRIOR TO FINAL ACCEPTANCE OF THE SUBDIVISION.
h. A LICENSE AGREEMENT FOR LANDSCAPING MAINTENANCE AND IRRIGATION IN STREET R.O.W. SHALL BE EXECUTED BY THE DEVELOPER IN PARTY WITH THE CITY PRIOR TO FINAL ACCEPTANCE.
17. CALL THE CITY 48 HOURS PRIOR TO BEGINNING ANY WORK AND SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY AND ALL AFFECTED UTILITY PROVIDERS, THE GENERAL CONTRACTOR, THE DEVELOPER AND THE DEVELOPER'S ENGINEER.

CONSTRUCTION SEQUENCING

CALL THE CITY 48 HOURS PRIOR TO BEGINNING ANY WORK AND SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY AND ALL AFFECTED UTILITY PROVIDERS, THE GENERAL CONTRACTOR, THE DEVELOPER AND THE DEVELOPER'S ENGINEER.

OBTAIN A DEVELOPMENT PERMIT FROM THE CITY.
PROVIDE THE CITY WITH EVIDENCE ALL TCEQ LICENSES AND REQUIREMENTS ARE UP TO DATE.

INSTALL TEMPORARY EROSION CONTROLS AND TREE PROTECTION FENCING PRIOR TO ANY CLEARING AND GRUBBING. NOTIFY THE CITY WHEN INSTALLED.

ROUGH-CUT ALL REQUIRED OR NECESSARY PONDS. EITHER THE PERMANENT OUTLET STRUCTURE OR A TEMPORARY OUTLET MUST BE CONSTRUCTED PRIOR TO DEVELOPMENT OF ANY EMBANKMENT OR EXCAVATION THAT LEADS TO PONDING CONDITIONS. THE OUTLET SYSTEM MUST CONSIST OF A LOW-LEVEL OUTLET AND AN EMERGENCY OVERFLOW MEETING THE REQUIREMENTS OF THE LDC. THE OUTLET SYSTEM SHALL BE PROTECTED FROM EROSION AND SHALL BE MAINTAINED THROUGHOUT THE COURSE OF CONSTRUCTION UNTIL FINAL RESTORATION IS ACHIEVED.

DELIVER APPROVED ROUGH-CUT SHEETS TO THE CITY ENGINEER PRIOR TO CLEARING AND GRUBBING.

ROUGH GRADE STREETS. NO DEVELOPMENT OF EMBANKMENT WILL BE PERMITTED AT THIS TIME.

INSTALL ALL UTILITIES TO BE LOCATED UNDER THE PROPOSED PAVEMENT OR WITHIN THE ROAD RIGHT-OF-WAY.

DELIVER STORM SEWER CUT SHEETS TO THE CITY ENGINEER.

BEGIN INSTALLATION OF STORM SEWER LINES. UPON COMPLETION, RESTORE AS MUCH DISTURBED AREAS AS POSSIBLE, PARTICULARLY CHANNELS AND LARGE OPEN AREAS.

DELIVER FINAL GRADE CUT SHEETS TO THE CITY ENGINEER.

RE-GRADE STREETS TO SUB-GRADE.

ENSURE THAT UNDERGROUND UTILITY CROSSINGS ARE COMPLETED. LAY 1ST/ COURSE BASE MATERIAL ON STREETS.

INSTALL CURB AND GUTTER

LAY FINAL BASE COURSE ON ALL STREETS.

PLACE CONCRETE.

COMPLETE FINAL GRADING AND RESTORATION OF DETENTION, SEDIMENTATION/FILTRATION PONDS.

COMPLETE PERMANENT EROSION CONTROL AND RESTORATION OF SITE VEGETATION.

REMOVE AND DISPOSE OF TEMPORARY EROSION CONTROLS.

COMPLETE ANY NECESSARY FINAL DRESS UP OF AREAS DISTURBED.

RECORD DRAWING

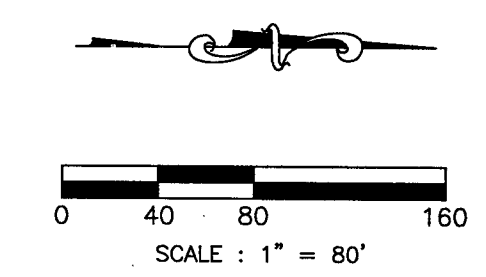
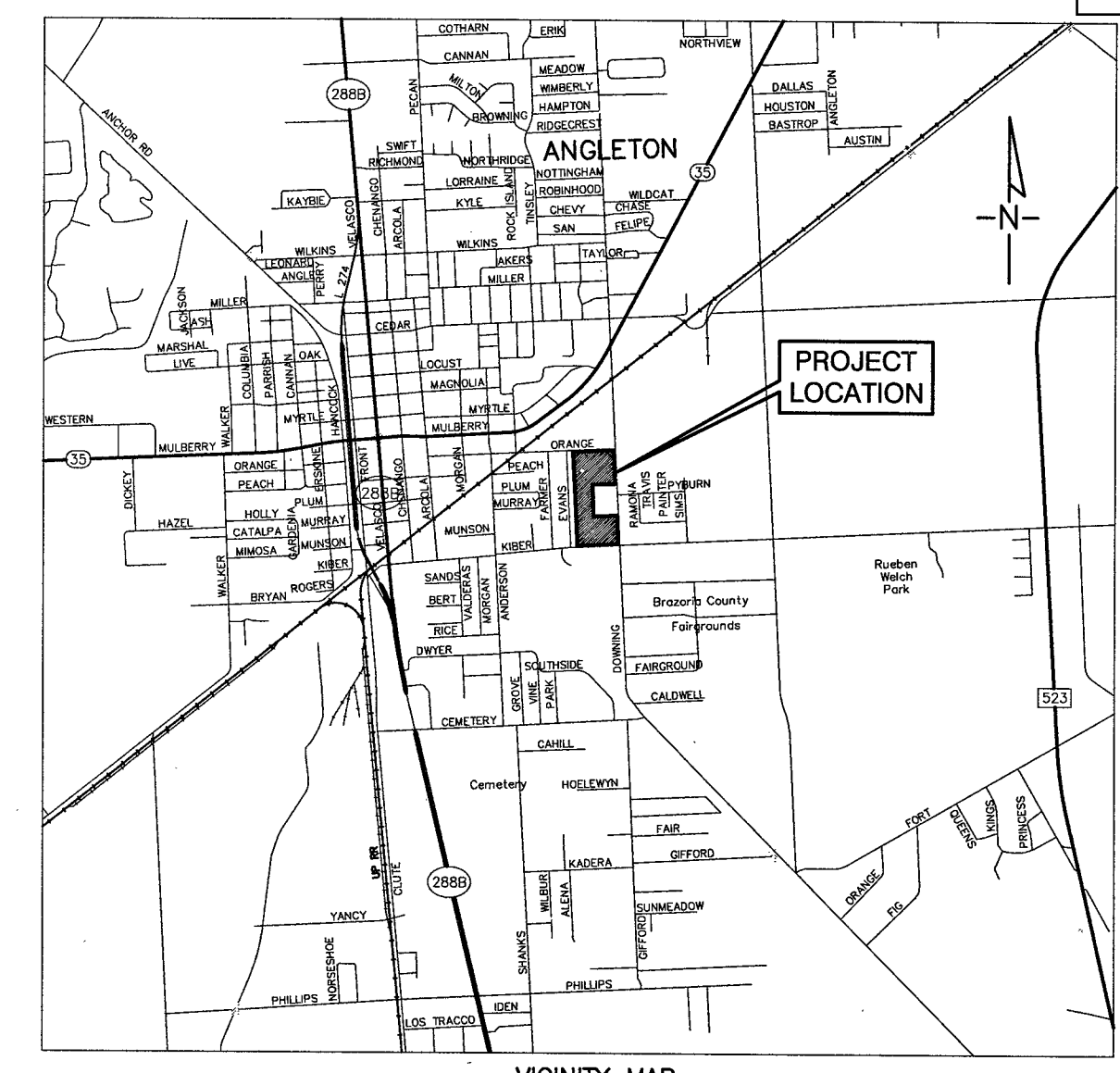
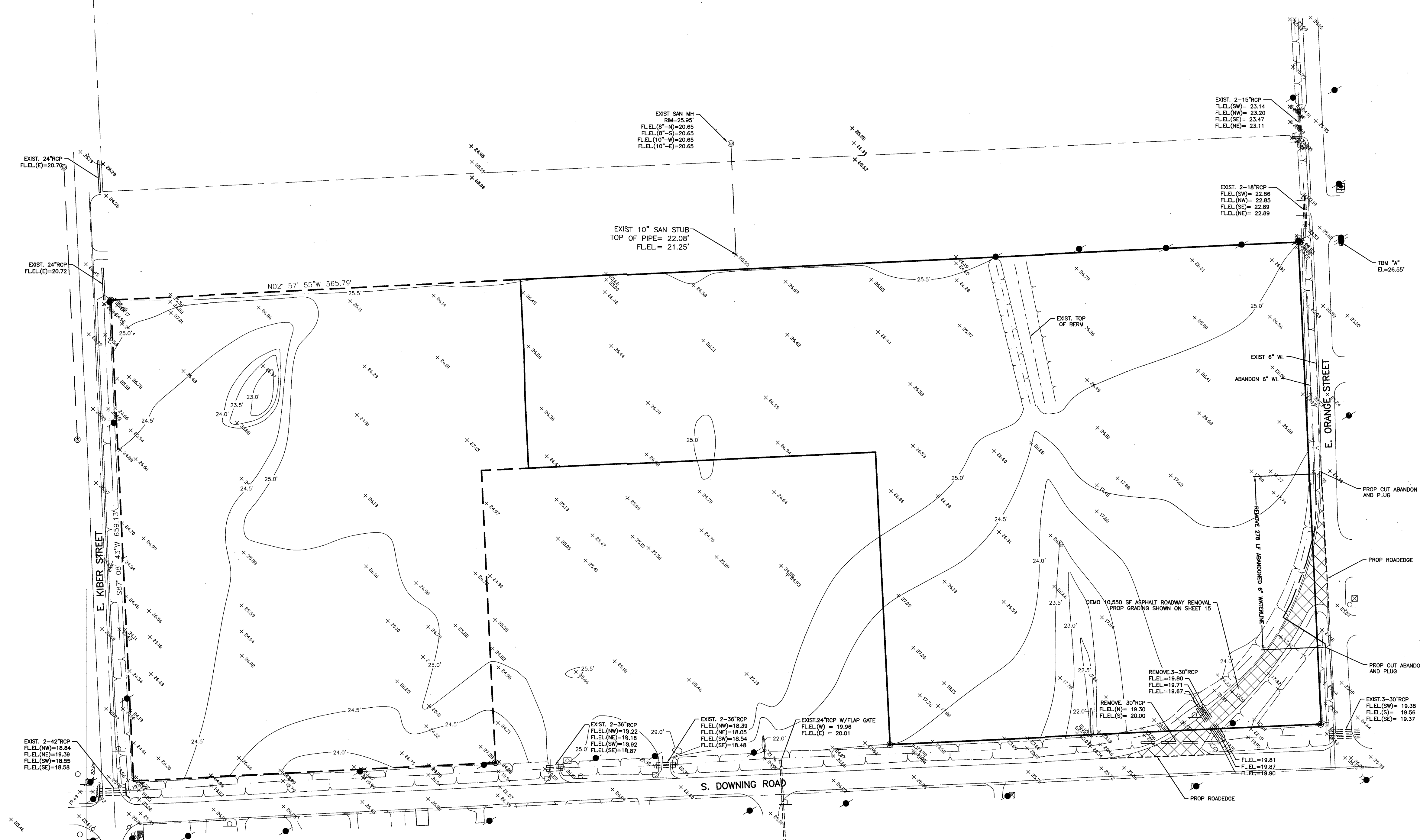
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Professional Engineer seal for Miguelangel A. Saucedo, P.E. 121992, Baker & Lawson, Inc. Engineers - Planners - Surveyors. Date: 5/7/21

OWNER: CHARLES VON SCHMIDT WATERSTONE DEVELOPMENT GROUP 185 CEDAR POINT DRIVE LIVINGSTON, TX 77351 936-646-6767

PLAN: KIBER RESERVE (PHASE I) A 11.88 AC, 48-LOT SUBDIVISION ANGLETON, TEXAS 77515

CONSTRUCTION NOTES PROJECT NO. 13499



FLOOD ZONE STATEMENT

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48039C0445H EFFECTIVE JUNE 5, 1989, REVISED BY CASE No. 03-06-2336P EFFECTIVE JUNE 5, 2004, ZONE X (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

THE SITE IS FULLY WITHIN ZONE X (UNSHADED) AREAS, OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ON PROPOSED FEMA PANEL 48039C0445K (NAVD 1988 DATUM)

PROJECT BENCHMARK

TXDOT L200203
A 5/8" I.R. WITH ALUMINUM CAP SET IN CONCRETE AT THE SOUTHEAST CORNER OF THE INTERSECTION OF S.H. 35 AND S. DOWNING ROAD AND 121' EAST OF THE CENTERLINE OF S. DOWNING ROAD.
ELEVATION = 25.74 FEET NGVD29

TBM-A: A 60D NAIL SET IN A POWER POLE ON THE NORTH SIDE OF ORANGE STREET, EAST POLE OF THE 2 POLES AT THE NORTHWEST CORNER OF THE SUBJECT TRACT.
ELEVATION = 26.55 FEET NGVD29

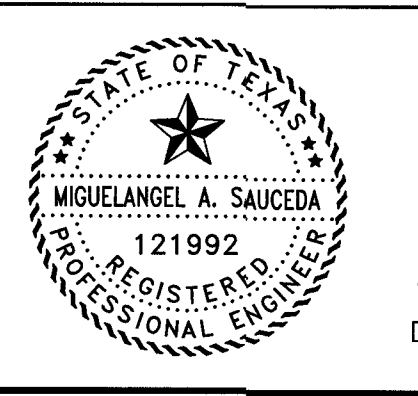
ALL COORDINATES SHOWN HEREON ARE IN GRID, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED	MS
DRAWN	BT
CHECKED	
DATE	

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
300 E CEDAR ST. ANGLETON, TEXAS 77515
PHONE: (979) 849-6681 FAX: (979) 849-4689
REG. NO. F-825



The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
Date: 5/1/21

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
185 CEDAR POINT DRIVE
LIVINGSTON, TX 77351
936-646-6767

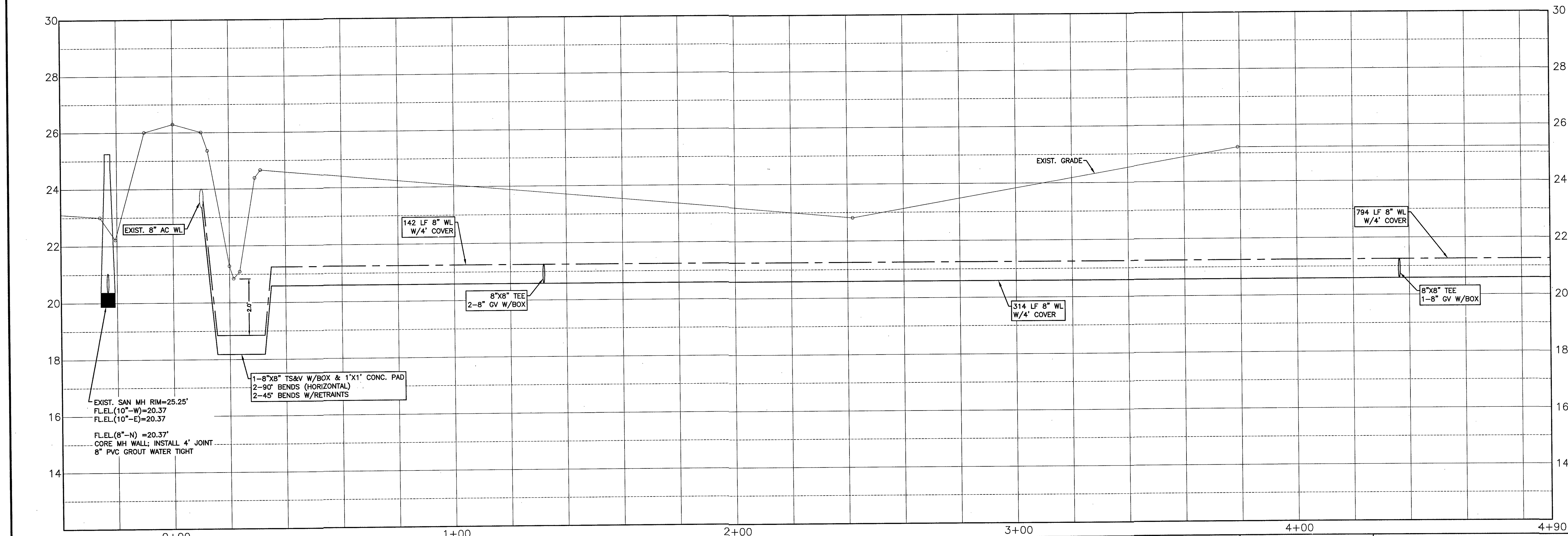
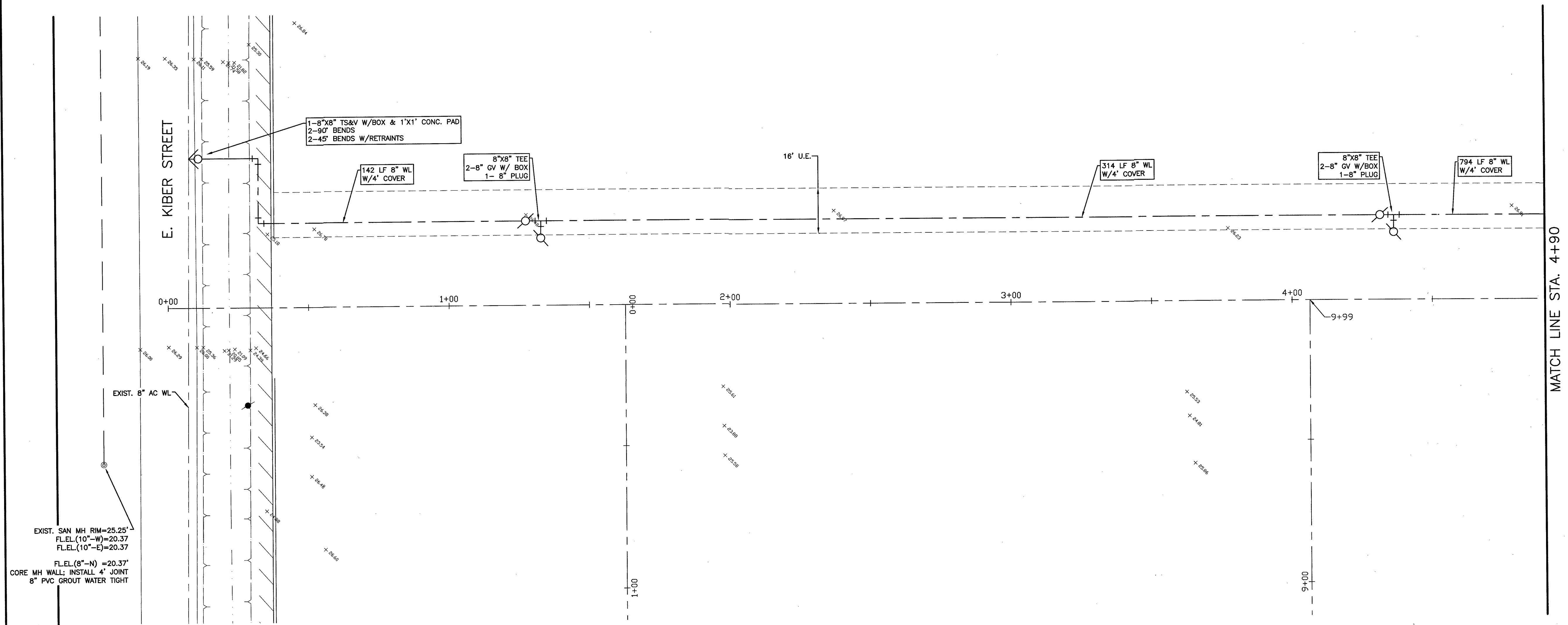
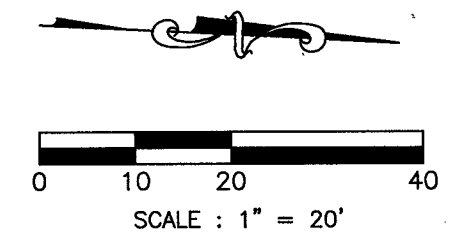
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PROFILE:
HORIZONTAL:
VERTICAL:

KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515

EXISTING CONDITION

PROJECT NO. 13499

3
174



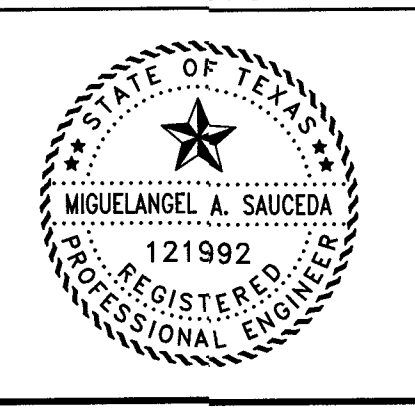
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- WATER METER
 - FIRE HYDRANT
 - WATER VALVE
 - TAPPING SLEEVE AND VALVE
 - REDUCER
 - STORM SEWER MANHOLE (SMH-1)
 - SANITARY SEWER MANHOLE (MH-1)
 - TOP BANK
 - STORM SEWER LINE (REINFORCED CONCRETE PIPE, ASTM C76)
 - SANITARY SEWER LINE (D3034, SDR 26, 160 PR)
 - WATERLINE (AWWA C900, CLASS 150, DR18)

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
1	9/23/20	ADDED 2 WL PLUGS	
REVISIONS			

DESIGNED MS
 DRAWN BT/BB
 CHECKED
 DATE

B & L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 300 E. CEDAR ST. ANGLETON, TEXAS 77515
 PHONE: (979) 849-6881 FAX: (979) 849-4889
 REG. NO. F-825



The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 9/7/21

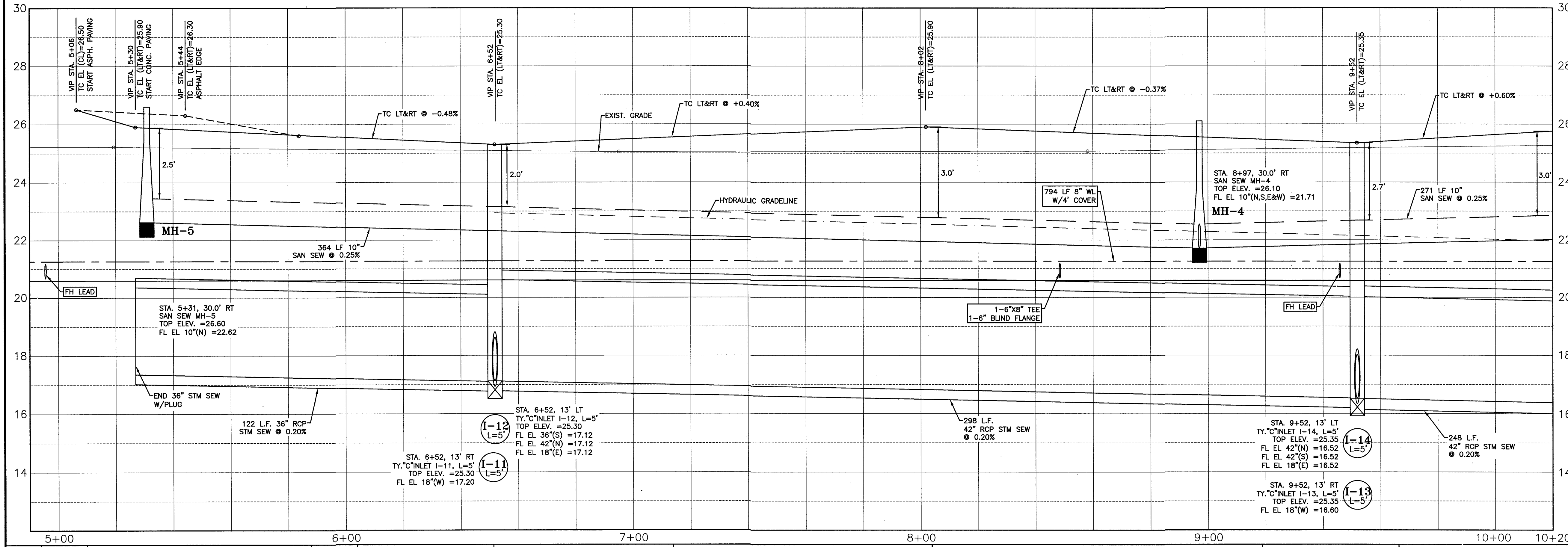
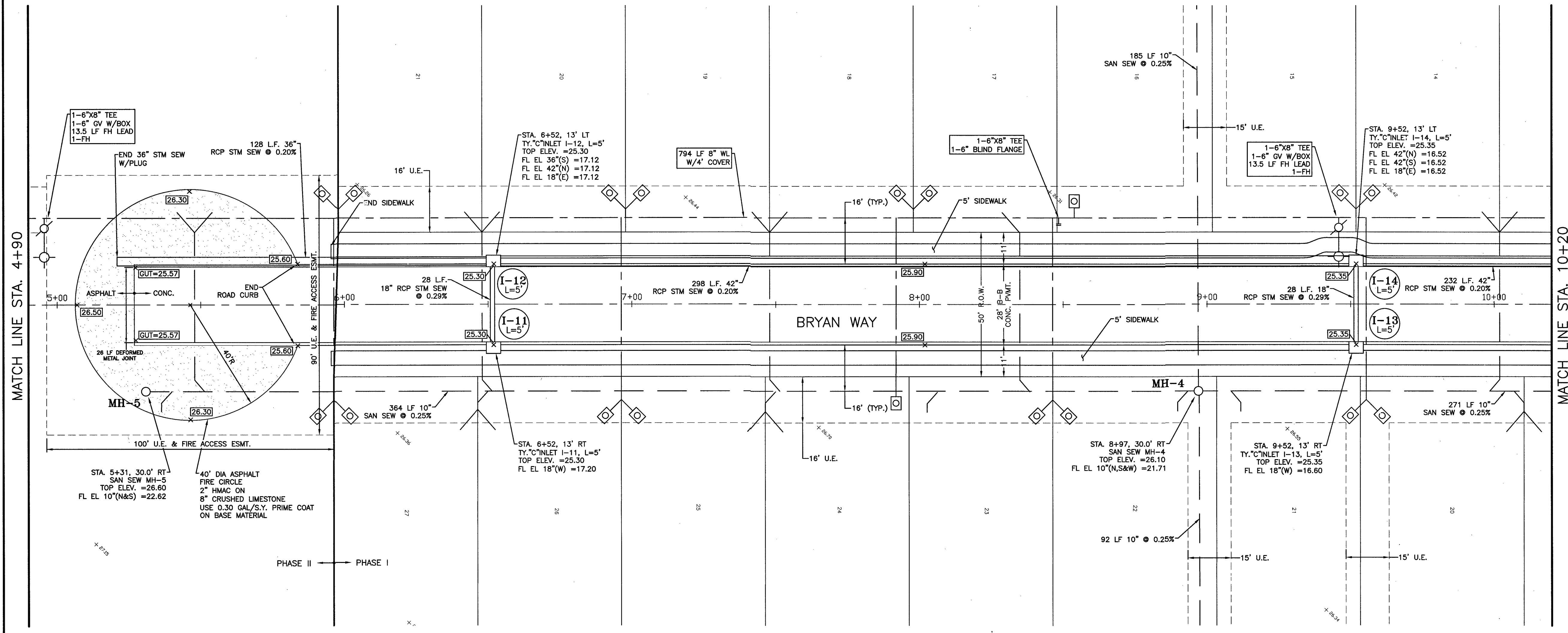
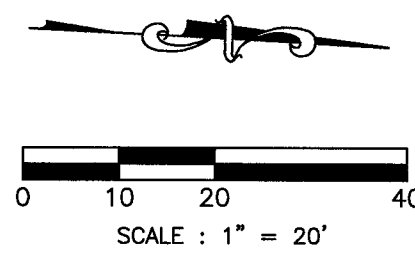
OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: 1" = 20'
 PROFILE:
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 2'

KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
 ANGLETON, TEXAS 77515

PLAN & PROFILE
 BRYAN WAY
 STA. 0+00 TO 4+90

PROJECT NO. 13499



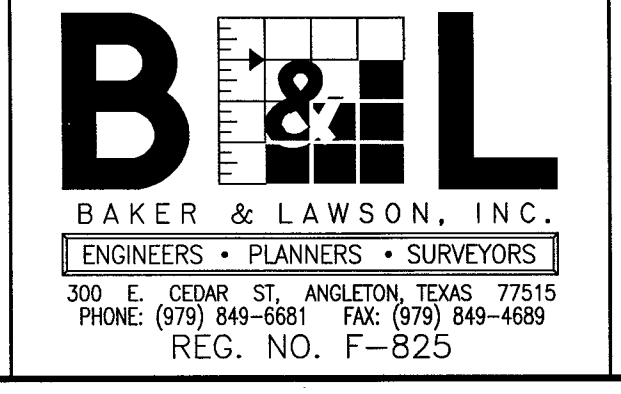
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 - WATERLINE (AWWA C900, CLASS 150, DR18)

RECORD DRAWING

DESIGNED	MS
DRAWN	BT
CHECKED	
DATE	

NO.	DATE	DESCRIPTION	APPROVED
1	9/23/20	ADDED 6 LF 36" RCP	
REVISIONS			

BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 300 E CEDAR ST., ANGLETON, TEXAS 77515
 PHONE: (979) 849-6581 FAX: (979) 849-4889
 REG. NO. F-825



The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 9/21

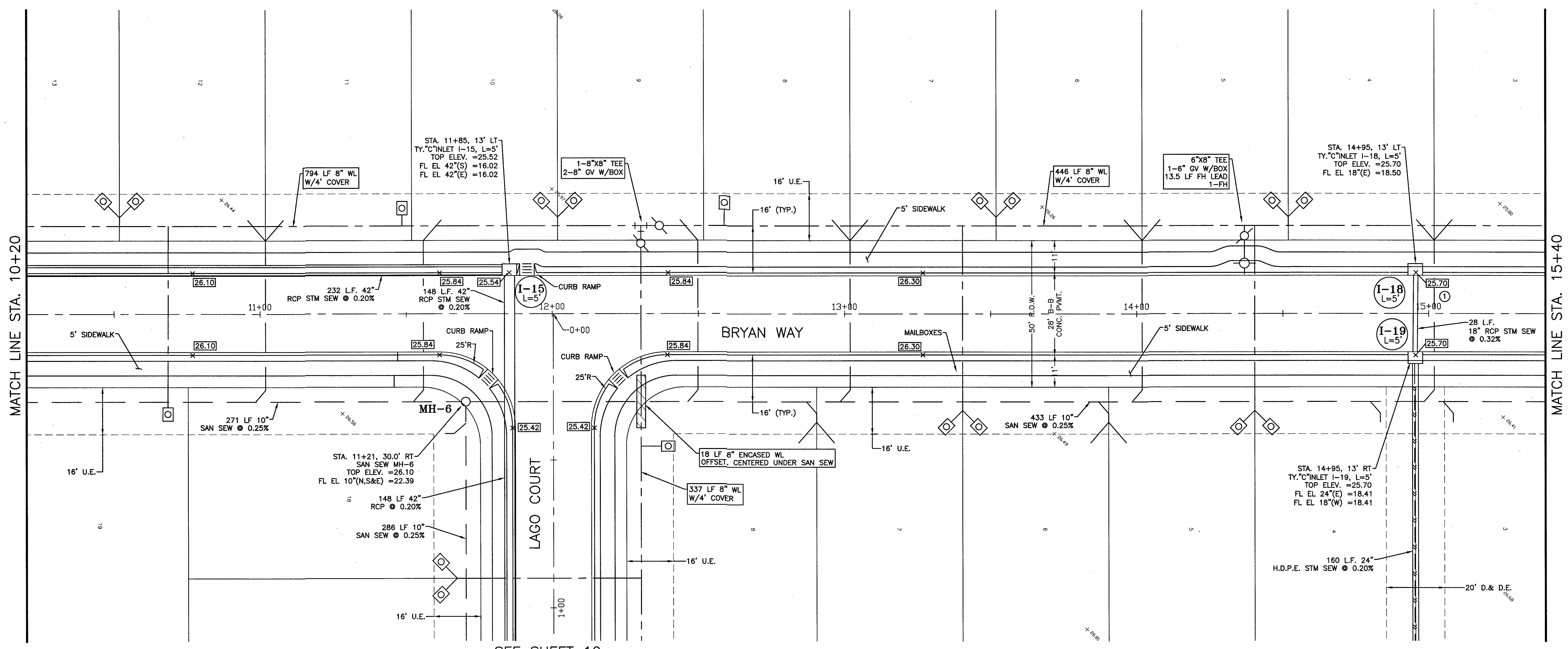
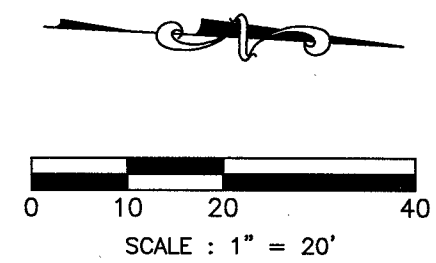
OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: 1" = 20'
 PROFILE:
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 2'

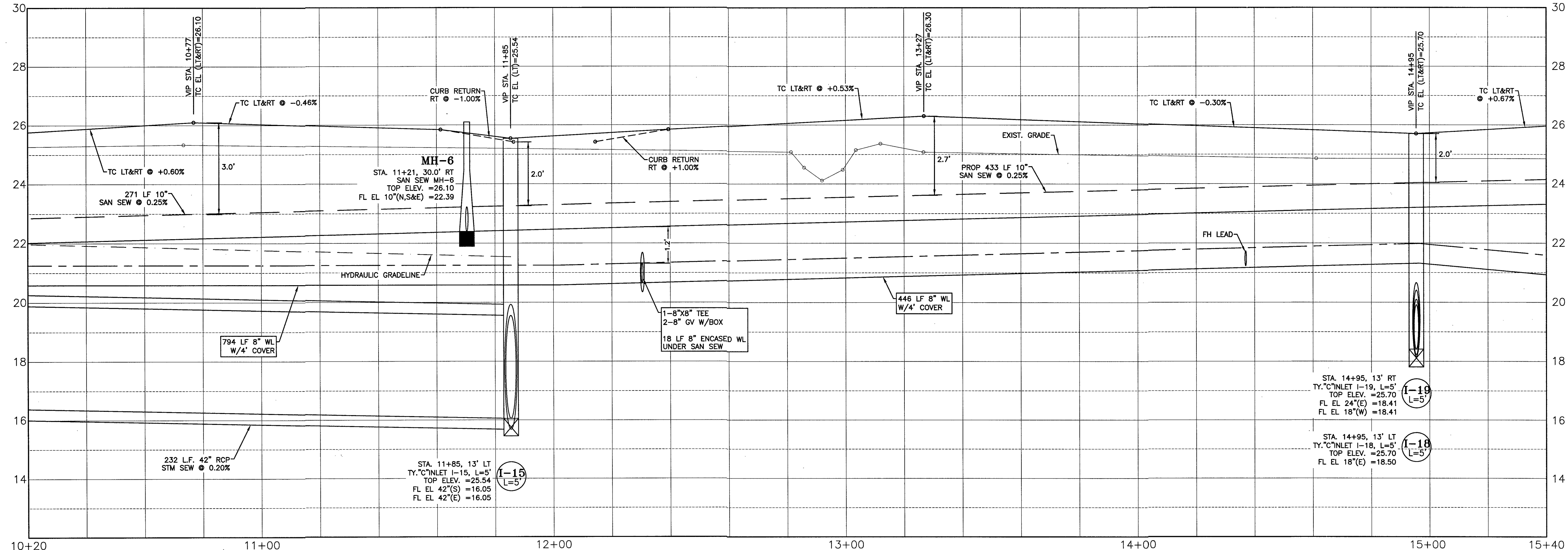
KIBER RESERVE (PHASE I)
 A 11.88 AC, 48-LOT SUBDIVISION
 ANGLETON, TEXAS 77515

PLAN & PROFILE
 BRYAN WAY
 STA. 5+00 TO 10+20

PROJECT NO. 13499



SEE SHEET 10



① INSTALL LEAD AFTER ROADWAY LIME STABILIZATION. INSTALL SANITARY SEWER LEAD AND BACKFILL W/COMPACTED STABILIZED SAND. LEAD SHALL BE ASTM 2241, DR26, 160 PSI. WYE SHALL BE ASTM D2665, DR26.

SYMBOLS LEGEND

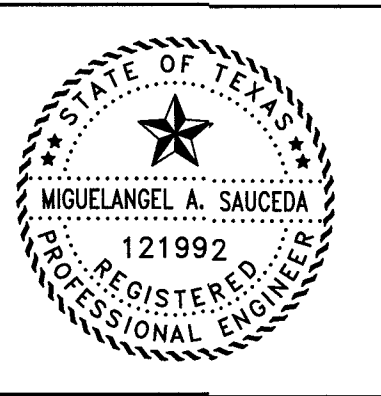
- WATER METER
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- SANITARY SEWER LINE (D3034, SDR 26, 160 PR)
- WATERLINE (AWWA C900, CLASS 150, DR18)

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
1	9/23/20	CORRECT STATION I-15	
REVISIONS			

DESIGNED MS
 DRAWN BT
 CHECKED
 DATE

B & L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 300 E. CEDAR ST. ANGLETON, TEXAS 77515
 PHONE: (979) 849-6881 FAX: (979) 849-4688
 REG. NO. F-825



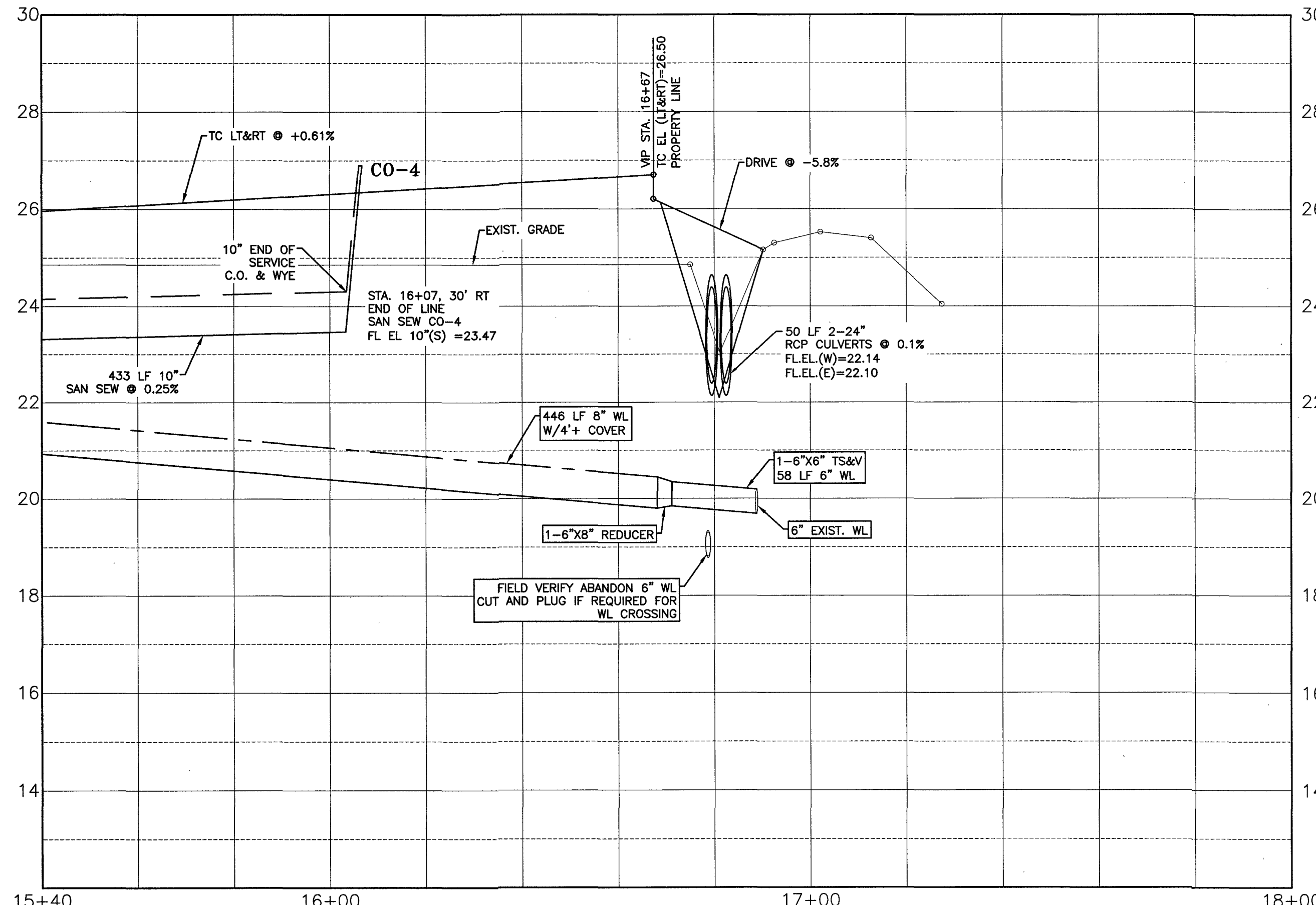
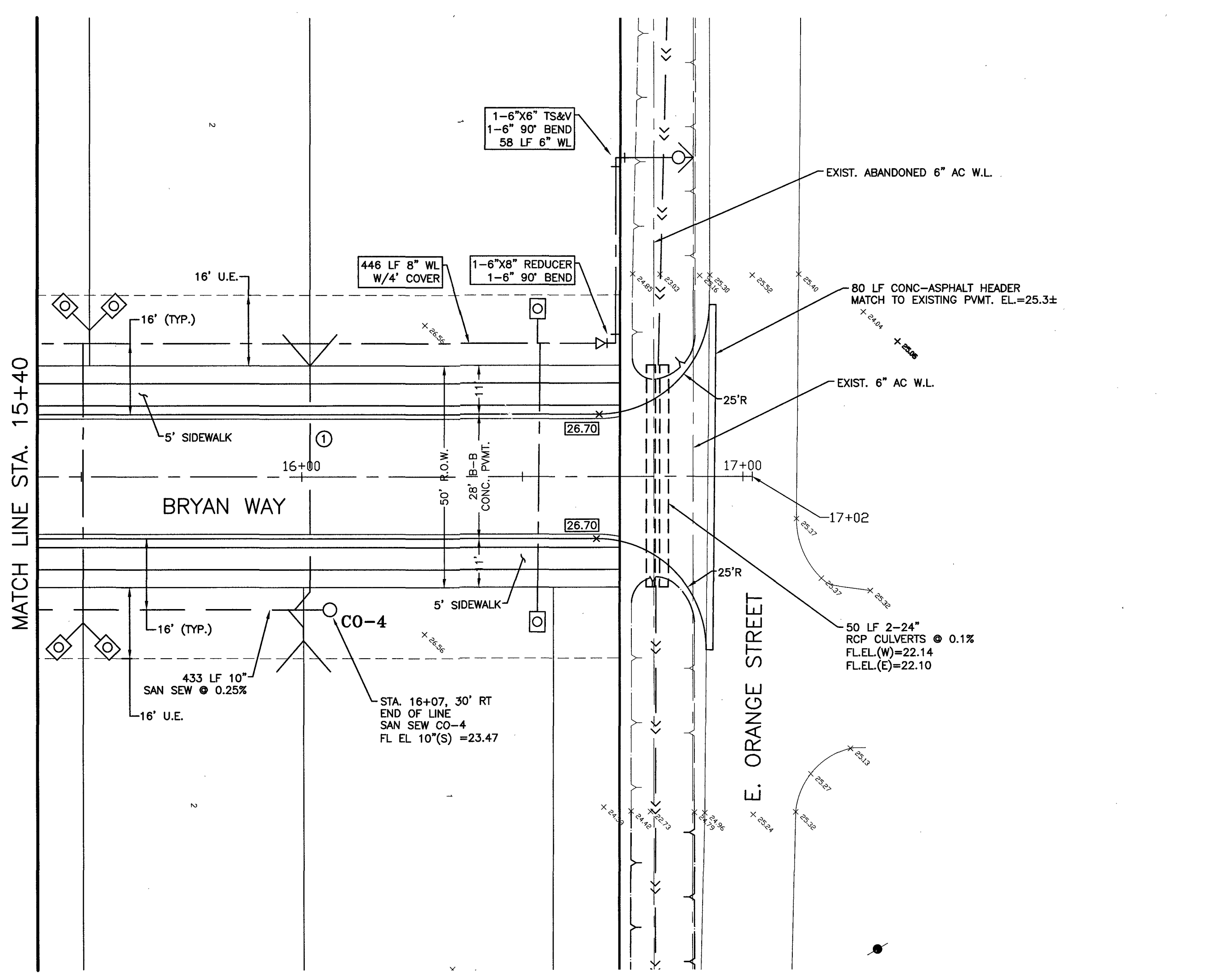
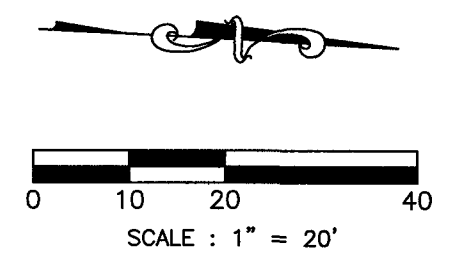
The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 5/7/21

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: 1" = 20'
 PROFILE:
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 2'

KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515

PLAN & PROFILE
 BRYAN WAY
 STA. 10+20 TO 15+40
 PROJECT NO. 13499



① INSTALL LEAD AFTER ROADWAY LINE STABILIZATION. INSTALL SANITARY SEWER LEAD AND BACKFILL W/COMPACTED STABILIZED SAND. LEAD SHALL BE ASTM 2241, DR26, 160 PSI. WYE SHALL BE ASTM D2665, DR26.

SYMBOLS LEGEND

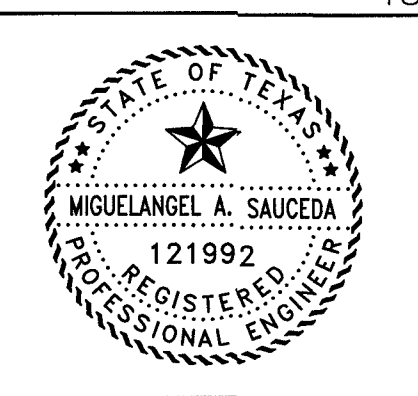
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- TAPPING SLEEVE AND VALVE
- REDUCER
- STORM SEWER MANHOLE (SMH-1)
- SANITARY SEWER MANHOLE (MH-1)
- TOP BANK
- STORM SEWER LINE (REINFORCED CONCRETE PIPE, ASTM C76)
- SANITARY SEWER LINE (D3034, SDR 26, 160 PR)
- WATERLINE (AWWA C900, CLASS 150, DR18)

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
1	1/21/21	RELOCATED GATE VALVE; ADD SIDEWALK AND RAMPS	
REVISIONS			

DESIGNED MS
 DRAWN BT
 CHECKED
 DATE

B & L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 300 E. CEDAR ST. ANGLETON, TEXAS 77515
 PHONE: (979) 840-6881 FAX: (979) 848-4689
 REG. NO. F-825



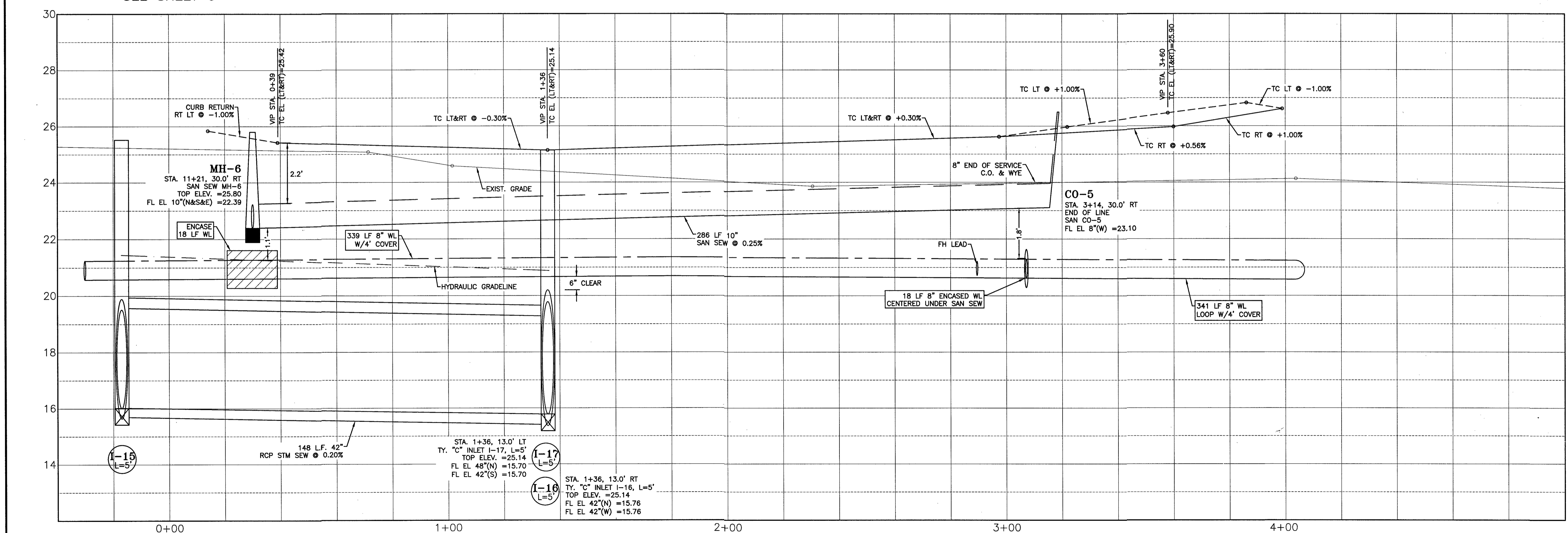
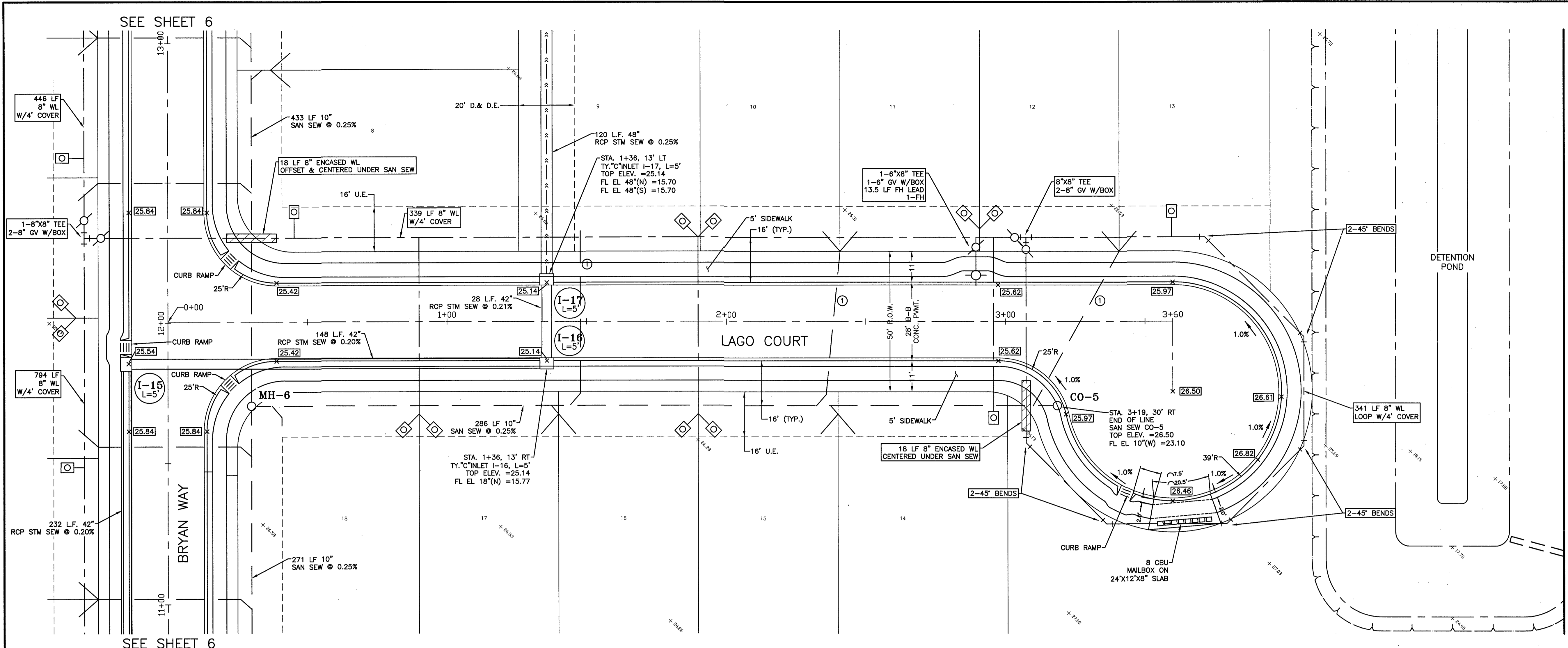
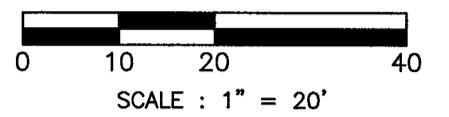
The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 5/7/21

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: 1" = 20'
 PROFILE:
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 2'

KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515

PLAN & PROFILE
 BRYAN WAY
 STA. 15+40 TO 17+02
 PROJECT NO. 13499



① INSTALL LEAD AFTER ROADWAY LIME STABILIZATION. INSTALL SANITARY SEWER LEAD AND BACKFILL W/COMPACTED STABILIZED SAND. LEAD SHALL BE ASTM 2241, DR26, 160 PSI. WYE SHALL BE ASTM D2665, DR26.

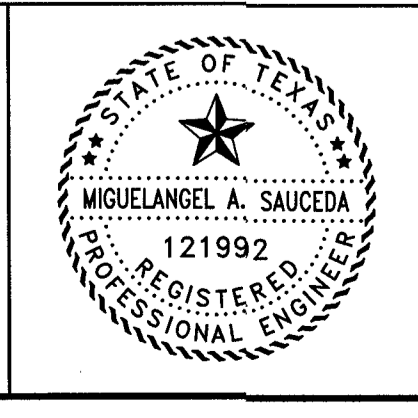
- SYMBOLS LEGEND**
- WATER METER
 - FIRE HYDRANT
 - WATER VALVE
 - TAPPING SLEEVE AND VALVE
 - REDUCER
 - STORM SEWER MANHOLE (SMH-1)
 - SANITARY SEWER MANHOLE (MH-1)
 - TOP BANK
 - STORM SEWER LINE (REINFORCED CONCRETE PIPE, ASTM C76)
 - SANITARY SEWER LINE (D3034, SDR 26, 160 PR)
 - WATERLINE (AWWA C900, CLASS 150, DR18)

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
1	9/23/20	REVISED WATER LOOP QUANTITY	
REVISIONS			

DESIGNED MS
 DRAWN BT
 CHECKED
 DATE

B & L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 309 E CEDAR ST ANGLETON, TEXAS 77515
 PHONE: (979) 849-6688 FAX: (979) 849-6689
 REG. NO. F-825



The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 5/7/21

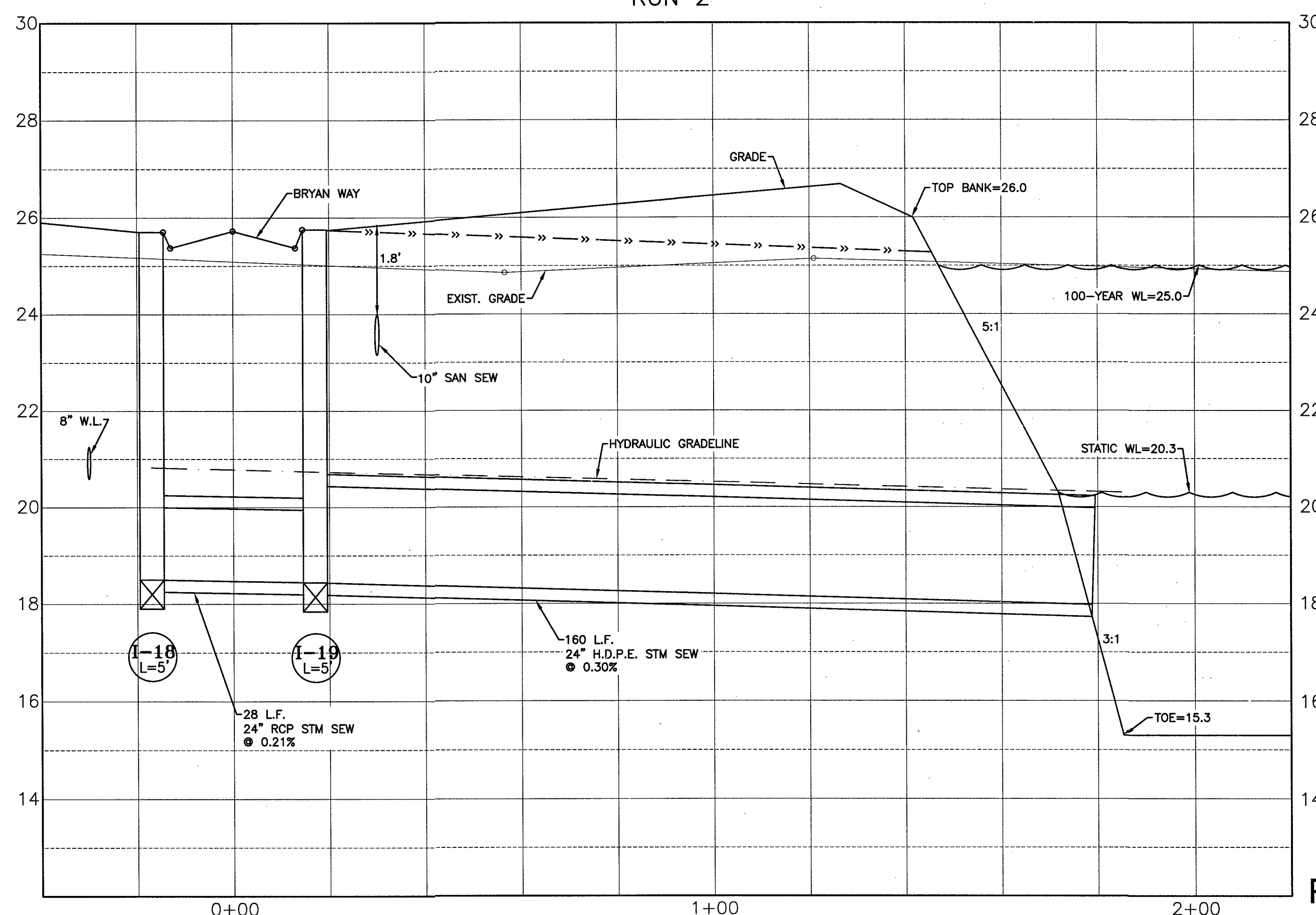
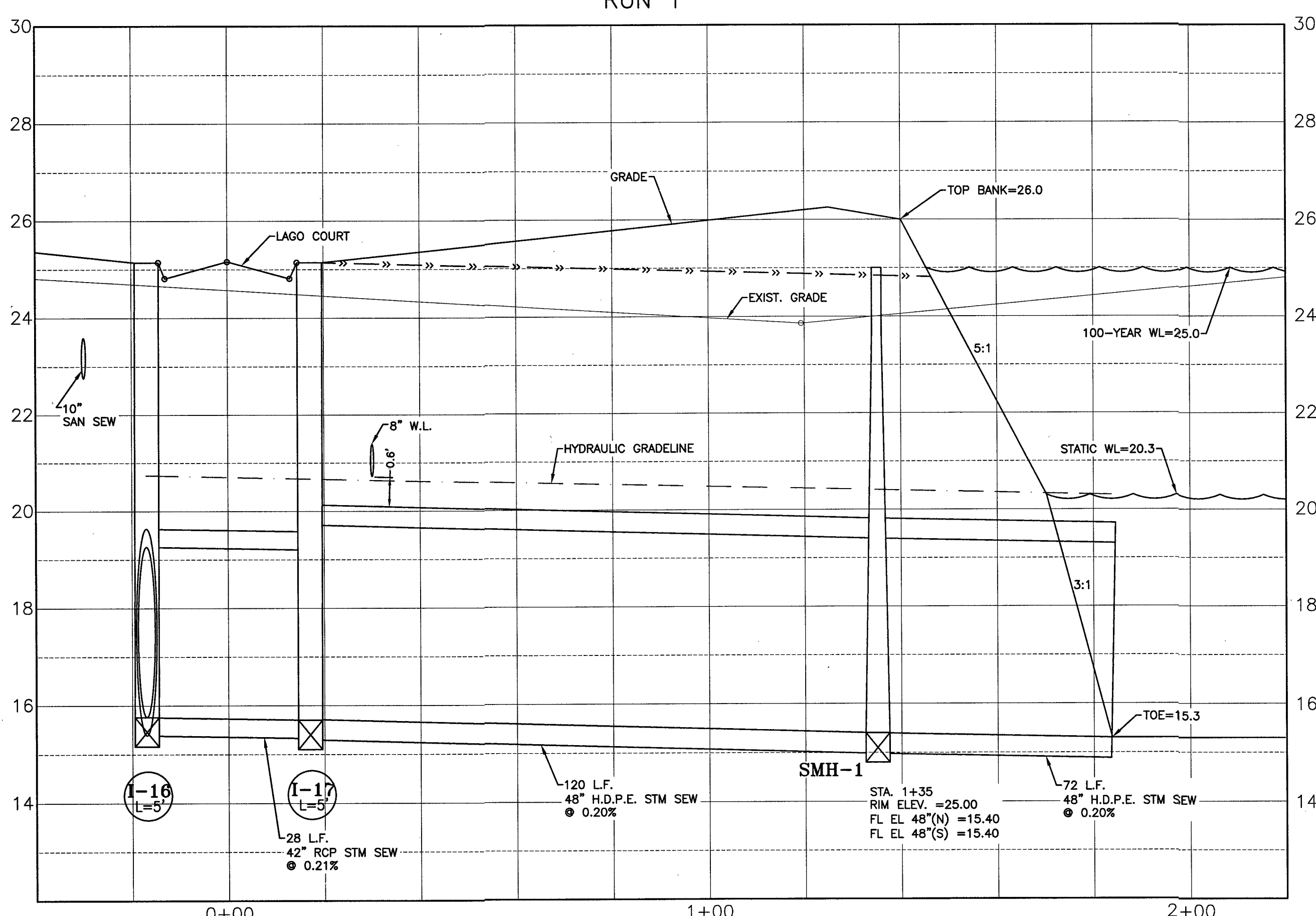
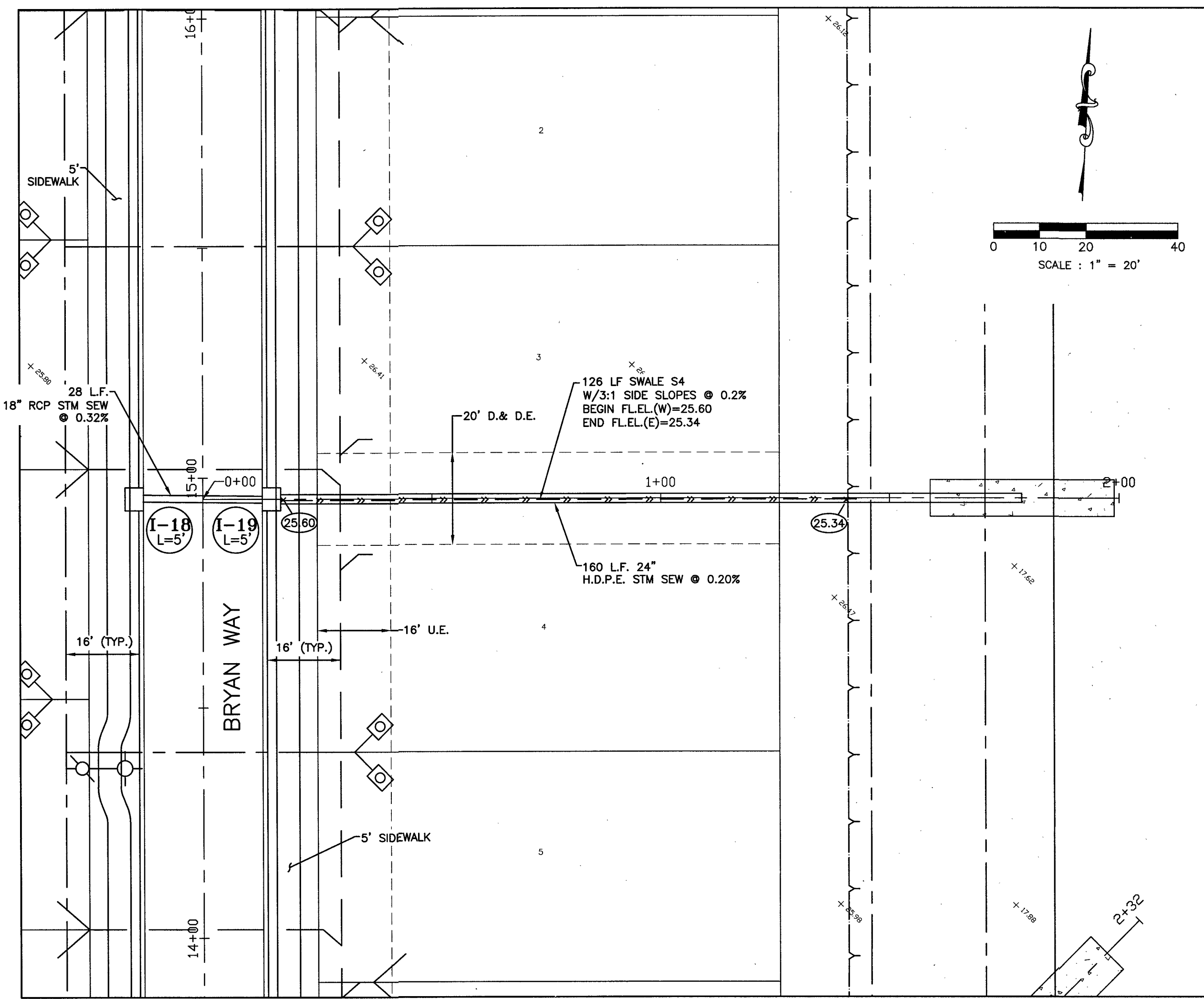
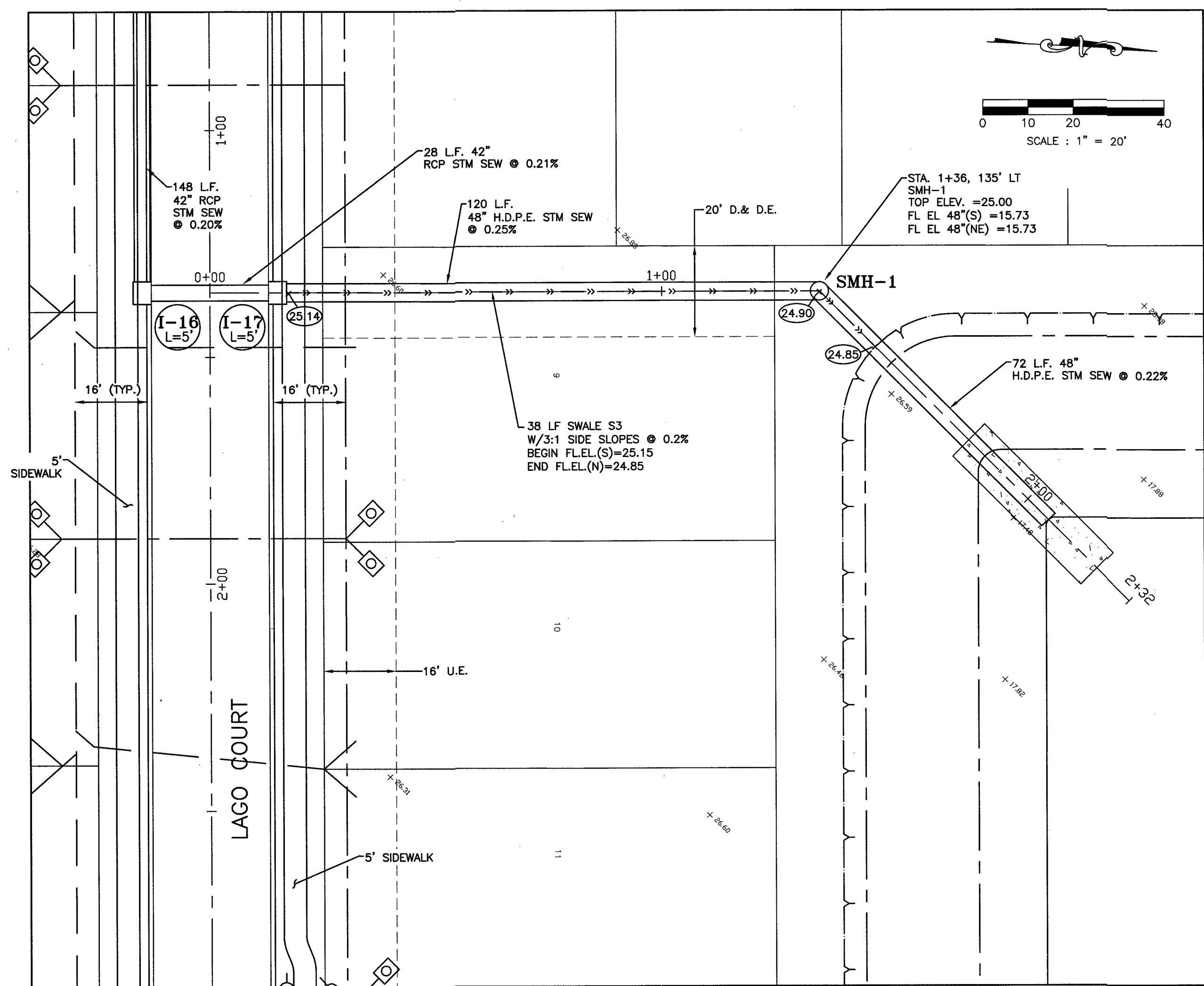
OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: 1" = 20'
 PROFILE:
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 2'

KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515

PLAN & PROFILE
LAGO COURT
STA. 0+00 TO 3+60

PROJECT NO. 13499



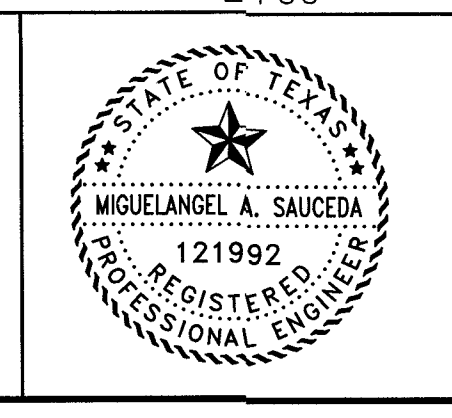
- SYMBOLS LEGEND**
- WATER METER
 - FIRE HYDRANT
 - WATER VALVE
 - TAPPING SLEEVE AND VALVE
 - REDUCER
 - STORM SEWER MANHOLE (SMH-1)
 - SANITARY SEWER MANHOLE (MH-1)
 - TOP BANK
 - STORM SEWER LINE (REINFORCED CONCRETE PIPE, ASTM C76)
 - SANITARY SEWER LINE (D3034, SDR 26, 160 PR)
 - WATERLINE (AWWA C900, CLASS 150, DR18)

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED	MS
DRAWN	BT
CHECKED	
DATE	

B & L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 300 E CEDAR ST. ANGLETON, TEXAS 77515
 PHONE: (979) 849-6861 FAX: (979) 849-4688
 REG. NO. F-825



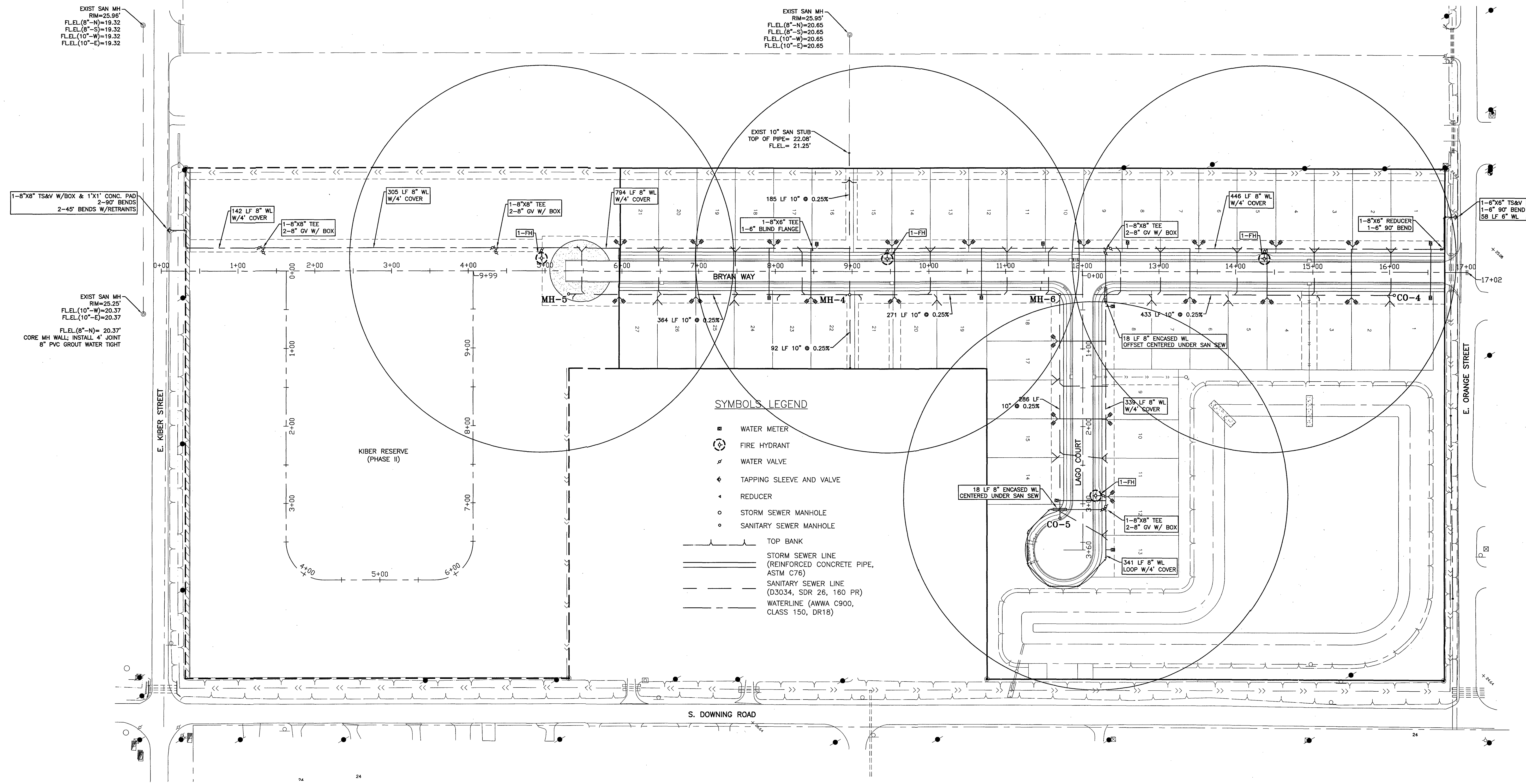
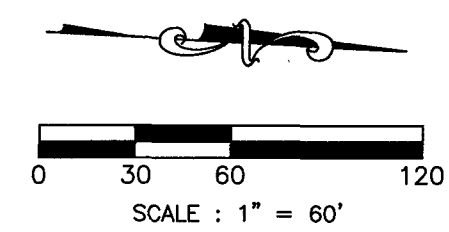
The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 5/7/21

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: 1" = 20'
 PROFILE:
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 2'

KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
 ANGLETON, TEXAS 77515

PLAN & PROFILE
 STORM SEWER RUN 1
 BETWEEN LOTS 9 & 10
 STORM SEWER RUN 2
 BETWEEN LOTS 3 & 4
 PROJECT NO. 13499



SYMBOLS LEGEND

- WATER METER
- ⊙ FIRE HYDRANT
- ⚡ WATER VALVE
- ⚡ TAPPING SLEEVE AND VALVE
- ◊ REDUCER
- STORM SEWER MANHOLE
- SANITARY SEWER MANHOLE
- TOP BANK
- STORM SEWER LINE (REINFORCED CONCRETE PIPE, ASTM C76)
- SANITARY SEWER LINE (D3034, SDR 26, 160 PR)
- WATERLINE (AWWA C900, CLASS 150, DR18)

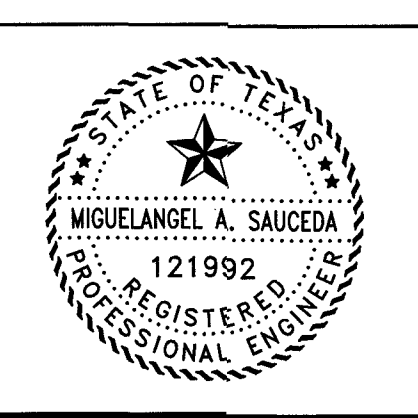
RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
2	1/22/21	RELOCATED THREE FIRE HYDRANTS	
1	9/23/20	REVISE WATER LOOP QUANTITY	

REVISIONS

DESIGNED MS
 DRAWN BT
 CHECKED
 DATE

B & L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 300 E. CEDAR ST. ANGLETON, TEXAS 77515
 PHONE: (979) 849-6681 FAX: (979) 849-6689
 REG. NO. F-825



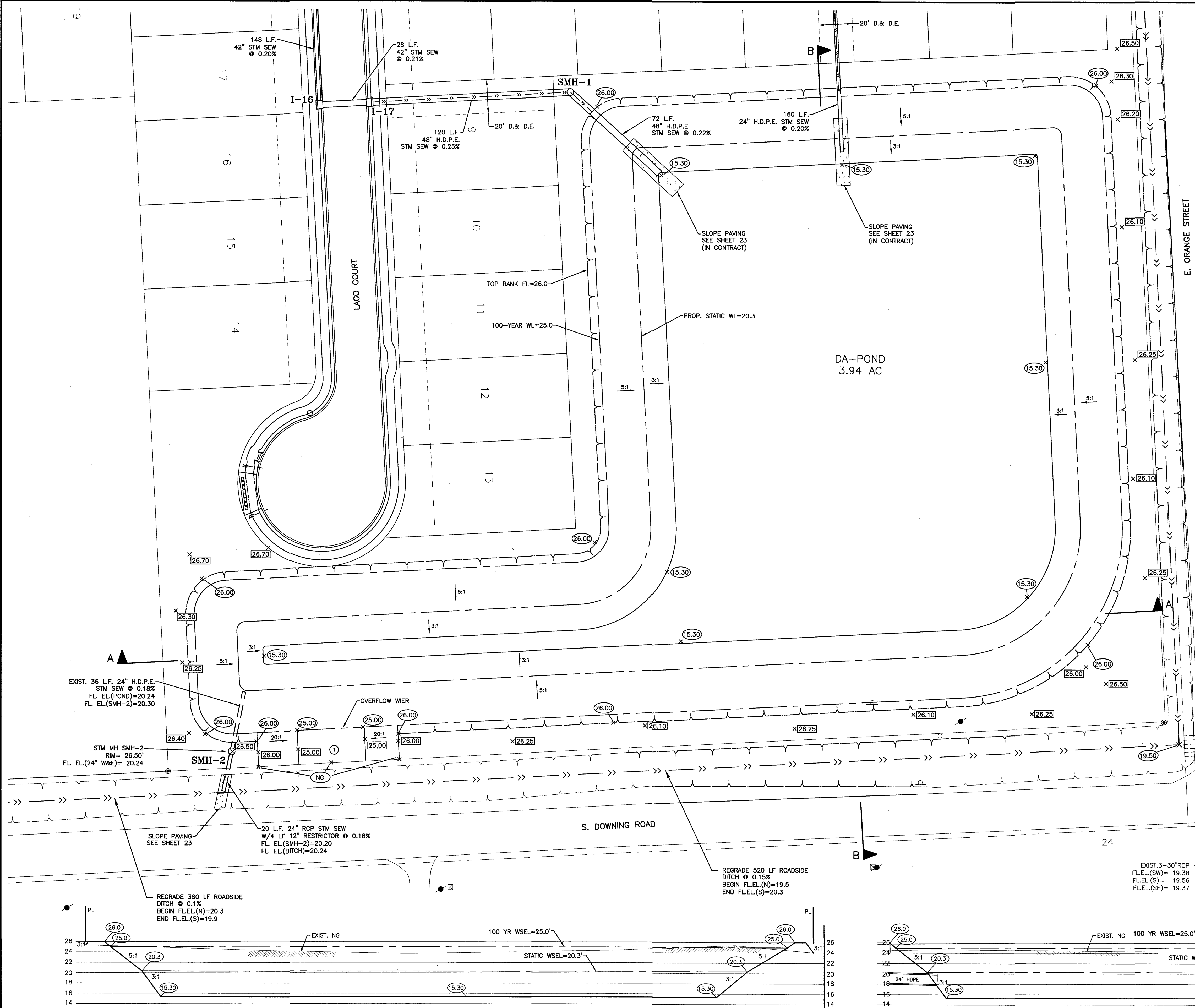
The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 5/7/21

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: 1" = 60'
 PROFILE:
 HORIZONTAL:
 VERTICAL:

KIBER RESERVE (PHASE I)
 A 11.88 AC, 48-LOT SUBDIVISION
 ANGLETON, TEXAS 77515

UTILITY LAYOUT
 PROJECT NO. 13499



RETENTION CALCULATIONS

PREDEVELOPMENT FLOW RATE CALCULATION (100-YEAR STORM)
 $Q_{100} = CIA \times 1.00 \text{ PK}$
 $A = 19.84 \text{ ACRES}$
 $C = 0.30$
 $TC = 15 \text{ MIN}$
 + 200 LF GRASS @ 0.5 FPS
 + 2010 LF DITCH @ 1.5 FPS
 = 44 MIN
 $I_{100} = 5.366 \text{ IN/HR}$
 $Q_{100} = 19.84 \times 5.366 \times 0.3 \times 1.0 = 31.94 \text{ CFS}$
 MAX ALLOWABLE PER ADD DRAINAGE STUDY $0.74 \times 19.84 = 14.7 \text{ CFS}$

PROPOSED CONDITION 100-YEAR STORM
 $Q = CIA \times 1.25 \text{ PK}$
 $A = 19.84 \text{ ACRES}$
 $C = 0.65$
 $TC = 15 \text{ MIN} + 180 \text{ CF GRASS} @ 0.5 + 145 \text{ LF GUT} @ 2.0 \text{ FPS}$
 + 1775 LF SEW @ 2.0
 = 32.07 MIN
 $I_{100} = 6.309 \text{ IN/HR}$
 $Q_{100} = 0.65 \times 6.309 \times 19.84 \times 1.25 = 101.71 \text{ CFS}$

RETENTION REQUIRED = 506,777 CF = 11.634 AC-FT

POND INFORMATION
 TOP BANK ELEVATION = 26.0'
 ELEVATION TOP (WSEL = 25.0') = 131,900 SF
 ELEVATION STATIC WATER (EL = 20.3') = 89,500 SF
 ELEVATION TOE (EL = 15.3') = 66,400 SF
 AVERAGE DETENTION AREA = 110,700
 DETENTION DEPTH = 4.7'

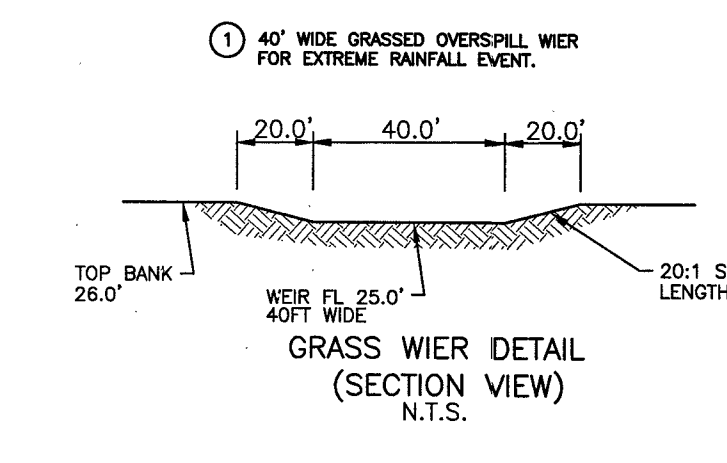
RETENTION PROVIDED = 520,290 CF = 11.94 AC-FT

TRAPEZOIDAL WEIR FORMULA
 $Q = 3.247LH^{1.48} - \frac{0.566L^{1.9}}{1 + 2L^{1.9}} + 0.609H^{2.5}$

Where:
 Q = Flow Rate in cfs.
 L = Width of the weir crest in feet.
 H = Height of the upstream water above the weir crest in feet.

L=	40 FT
H=	1 FT
Q=	130.08 CFS

EXCEEDS PROP 100 YEAR STORM EVENT = 101.7 CFS



SECTION A-A
 (APPROX. SCALE) 1" = 40' (HORIZ)
 1" = 10' (VERT)

SECTION B-B
 (APPROX. SCALE) 1" = 40' (HORIZ)
 1" = 10' (VERT)

CLAY LINER WILL BE INSTALLED AT THE RECOMMENDATION OF THE GEOTECHNICAL REPORT. LEAN CLAYS LOCATED WITHIN THE 0-6 FT DEPTH STRATUM OF THE PROPOSED POND AREA CAN BE USED AS LINER MATERIAL.

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
2	1/22/21	MOVED OUTFALL	
1	11.17.20	ADDENDUM 2	
NO.	DATE	DESCRIPTION	APPROVED

DESIGNED MS
 DRAWN BT
 CHECKED
 DATE

B & L
BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 300 E. CEDAR ST. ANGLETON, TEXAS 77515
 PHONE: (979) 849-6881 FAX: (979) 849-4689
 REG. NO. F-825

STATE OF TEXAS
 REGISTERED PROFESSIONAL ENGINEER
 121992
 MIGUELANGELO A. SAUCEDA
 The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 5/7/25

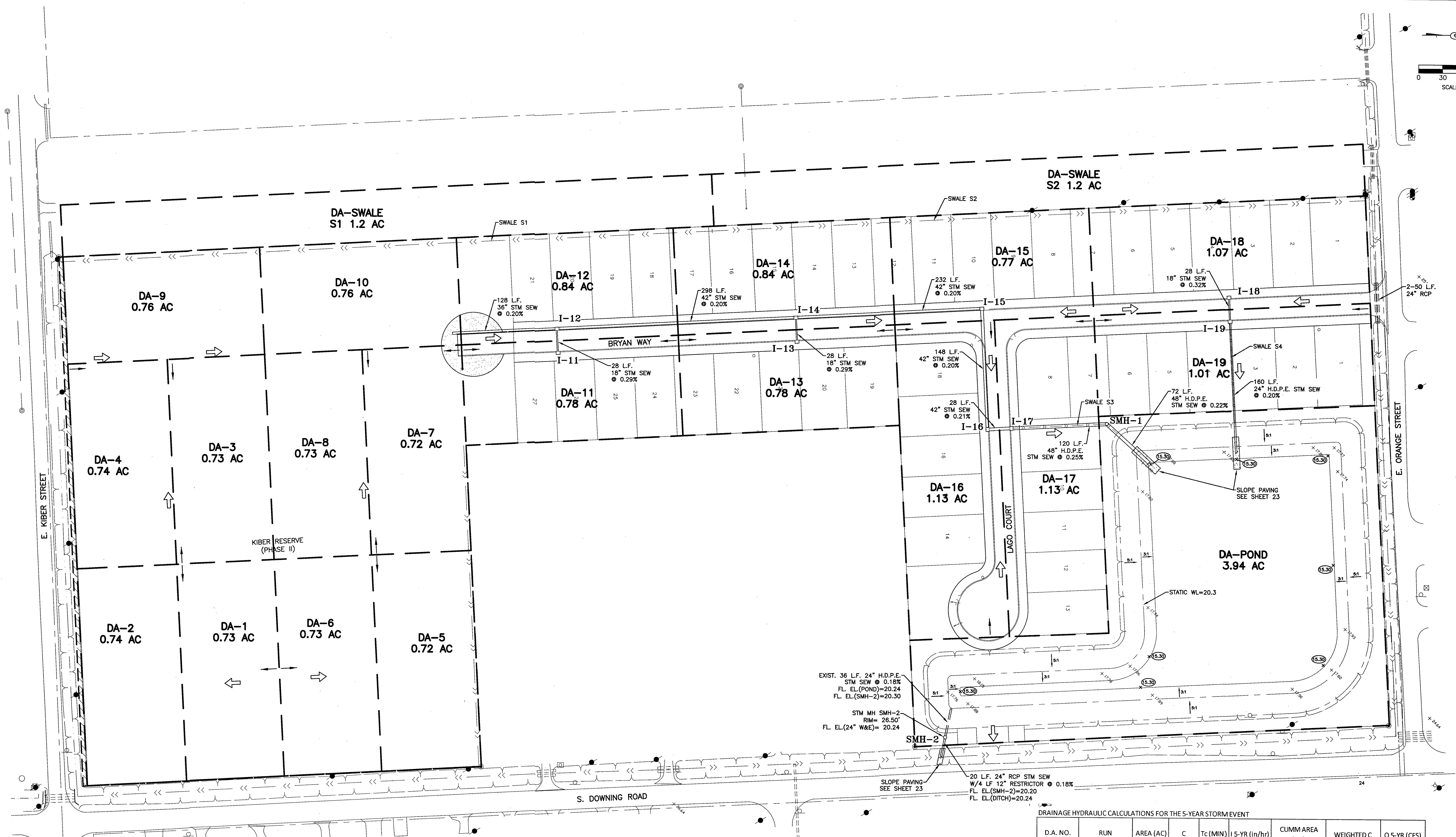
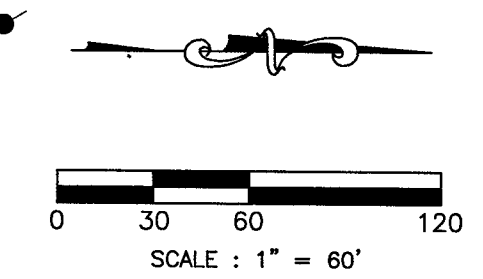
OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

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

KIBER RESERVE (PHASE I)
 A 11.88 AC, 48-LOT SUBDIVISION
 ANGLETON, TEXAS 77515

DETENTION POND DESIGN,
 CROSS SECTIONS
 AND LANDSCAPE PLAN

PROJECT NO. 13499



ORIFICE EQUATION
 $Q = C_d \sqrt{A} (2gH)^{0.5}$
 Where:
 C_d = 0.8
 G = 32.2
 H = 4.2
 Q = 14.68
 A = 1.12
 USE 12" Dia. = 0.80 SF
 FOR RESTRICTOR

RESTRICTOR CALCULATIONS

DRAINAGE ANALYSIS FOR SWALES

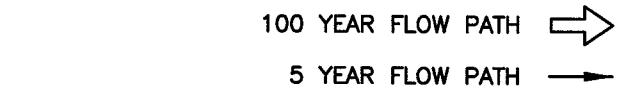
DRAINAGE HYDRAULIC CALCULATIONS FOR THE 5-YEAR STORM EVENT

D.A. NO.	RUN	AREA (AC)	C	T _c (MIN)	1.5-YR (in/hr)	CUMM AREA (AC)	WEIGHTED C	Q 5-YR (CFS)
DA-S1	S1 TO KIBER	1.20	0.65	15	5.657	1.20	0.65	4.41
DA-SA	S2 TO ORANGE	1.20	0.65	15	5.657	1.20	0.65	4.41

DITCH CAPACITY

ID	NG ELEV FT	PROP FL FT	DITCH DEPTH (D) FT	DITCH BOTTOM (D) FT	CROSS SEC AREA (A) SF	WET PERIMETER (P) FT	HYDRAULIC RADIUS (R)'	ROUGHNESS COEFFICIENT (N)	SLOPE (S) FT/FT	CAPACITY (Q) CFS	REQUIRED CAPACITY (Q) CFS
S1	25.4	24.4	1	-	3	6	0.5	0.025	0.002	5.0	4.41
S2	25.5	24.4	1.1	-	3.63	3.3	1.1	0.025	0.002	10.3	4.41
S3	26.65	25.2	1.45	11.3	22.69	15.65	1.45	0.025	0.002	77.5	4.41
S4	26.5	25.6	0.9	14.6	15.57	17.3	0.9	0.025	0.002	38.7	*

*COMBINATION OF FLOW FROM SWALES S3 AND S4 EXCEEDS 100-YEAR STORM CAPACITY=101 CFS



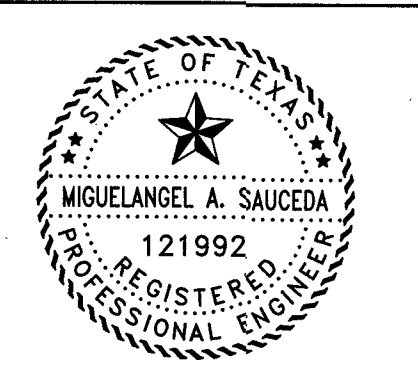
DRAINAGE AREAS DA-1 TO DA-10 ARE FOR PHASE II DEVELOPMENT

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
2	1/21/21	MOVED OUTFALL	
1	9/23/20	REVISE RUN BETWEEN I-12 AND I-14	

DESIGNED MS
 DRAWN BT
 CHECKED
 DATE

B & L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 300 E. CEDAR ST. ANGLETON, TEXAS 77515
 PHONE: (979) 849-6681 FAX: (979) 849-4689
 REG. NO. F-825



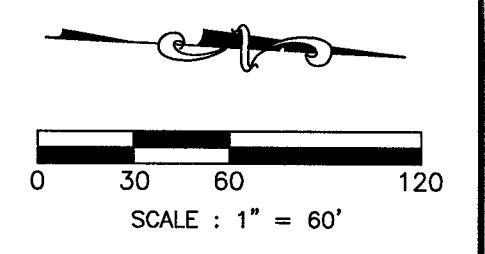
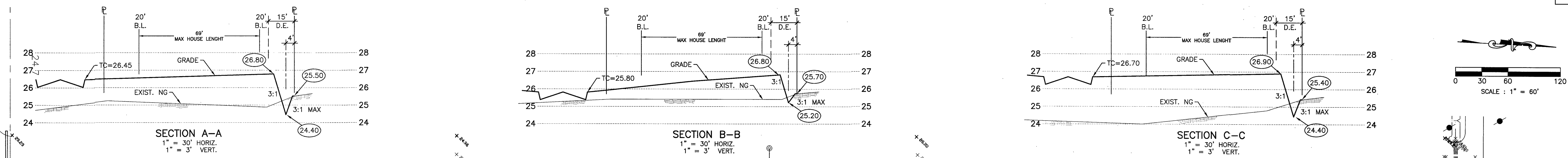
The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 5/7/21

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: 1" = 60'
 PROFILE:
 HORIZONTAL:
 VERTICAL:

KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515

DRAINAGE AREA MAP
(PHASE I & PHASE II)



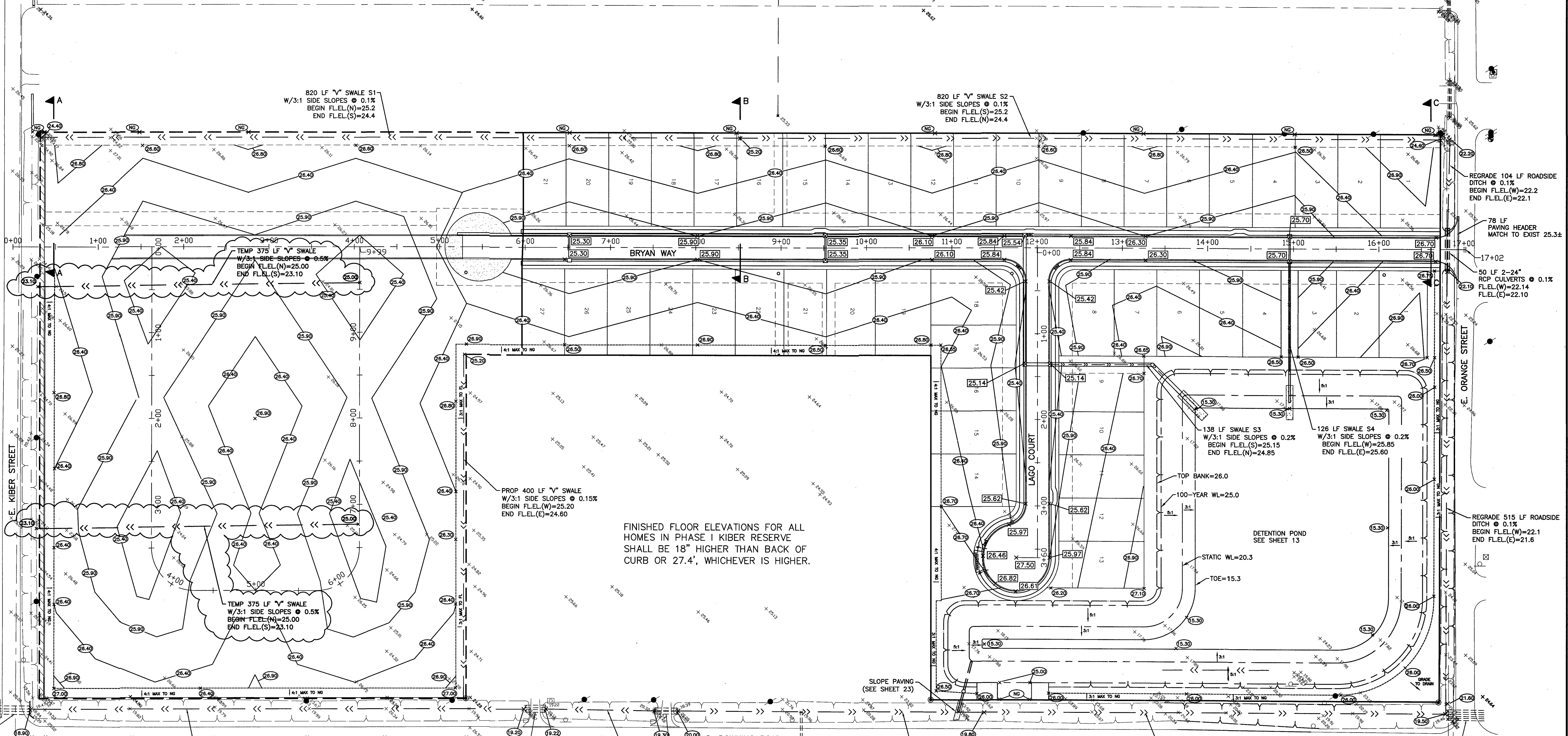
EXIST SAN MH
RIM=25.96'
F.L.E.L.(B-N)=19.32
F.L.E.L.(B-S)=19.32
F.L.E.L.(10-W)=19.32
F.L.E.L.(10-E)=19.32

SECTION A-A
1" = 30' HORIZ.
1" = 3' VERT.

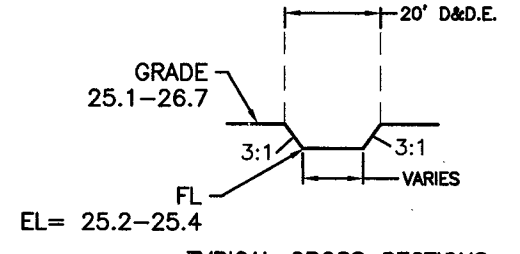
SECTION B-B
1" = 30' HORIZ.
1" = 3' VERT.

SECTION C-C
1" = 30' HORIZ.
1" = 3' VERT.

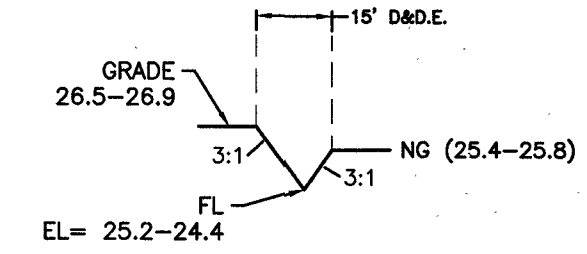
EXIST SAN MH
RIM=25.25'
F.L.E.L.(10-W)=20.37
F.L.E.L.(10-E)=20.37



FINISHED FLOOR ELEVATIONS FOR ALL HOMES IN PHASE I KIBER RESERVE SHALL BE 18" HIGHER THAN BACK OF CURB OR 27.4', WHICHEVER IS HIGHER.



TYPICAL CROSS SECTIONS OF SWALES IN 20' D&D.E. EASEMENTS (SWALES S3 AND S4)
CAPACITY CALCULATIONS FOR SWALES ON SHEET 14



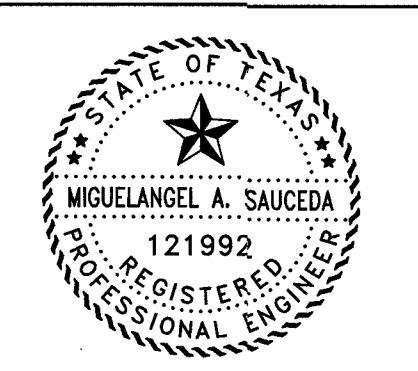
TYPICAL CROSS SECTIONS OF SWALES S1 AND S2
CAPACITY CALCULATIONS FOR SWALES ON SHEET 14

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
2	12.17.20	ADDED SECTIONS A-A, B-B, C-C	
1	12.09.20	ADDED TEMPORARY SWALES	
NO.	DATE	DESCRIPTION	APPROVED

DESIGNED MS
DRAWN BT/BB
CHECKED
DATE

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BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
300 E. CEDAR ST. ANGLETON, TEXAS 77515
PHONE: (979) 849-6881 FAX: (979) 849-4689
REG. NO. F-825



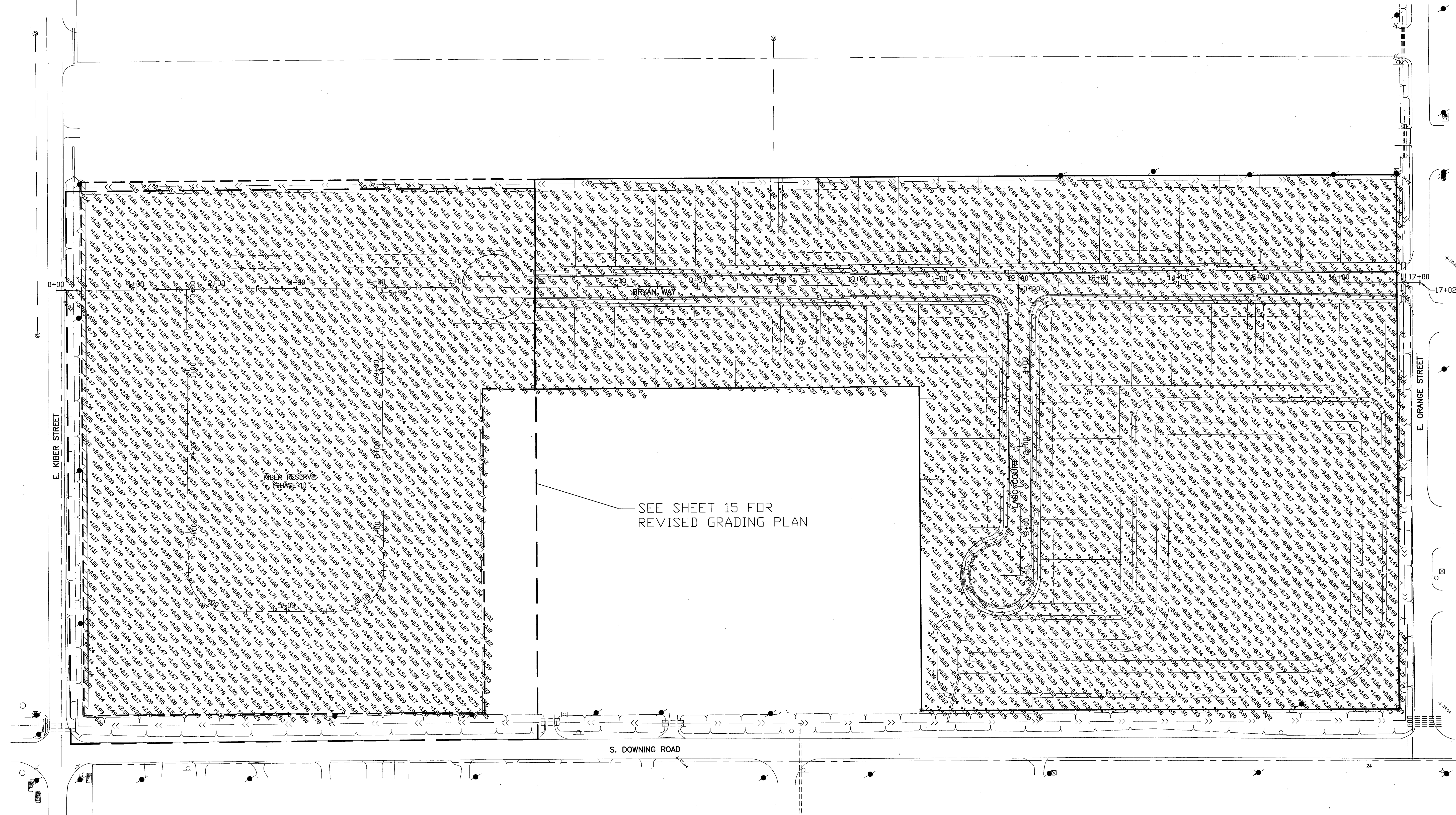
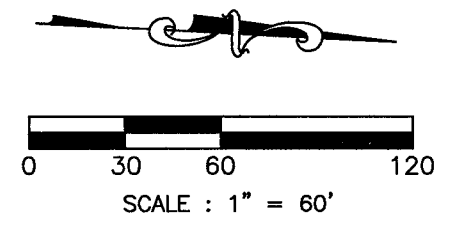
The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
Date: 5/7/21

OWNER:
**CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
185 CEDAR POINT DRIVE
LIVINGSTON, TX 77351
936-646-6767**

PLAN: 1" = 60'
PROFILE:
HORIZONTAL:
VERTICAL:

**KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515**

GRADING PLAN
PROJECT NO. 13499



SEE SHEET 15 FOR
REVISED GRADING PLAN

NOTE:
QUANTITIES WERE ESTIMATED WITH TOPOGRAPHIC
DATA COLLECTED BEFORE SITE CLEARING.
QUANTITIES SHALL BE REVISED AFTER LAND
CLEARING FOR BETTER ESTIMATE ON FILL.

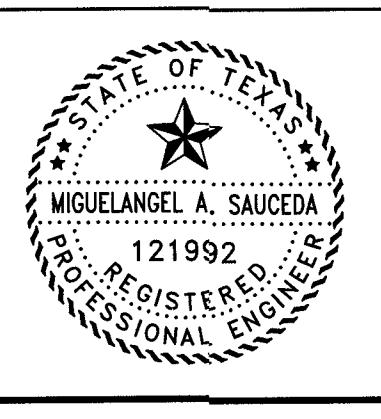
EARTHWORK QUANTITY:
CUT VOLUME: 29,732 CuYd
FILL VOLUME: 30,024 CuYd
NET FILL : 292 CuYd

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED MS
DRAWN BT
CHECKED
DATE

BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
300 E CEDAR ST. ANGLETON, TEXAS 77515
PHONE: (979) 946-6681 FAX: (979) 943-4688
REG. NO. F-825



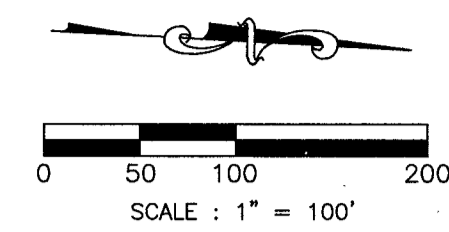
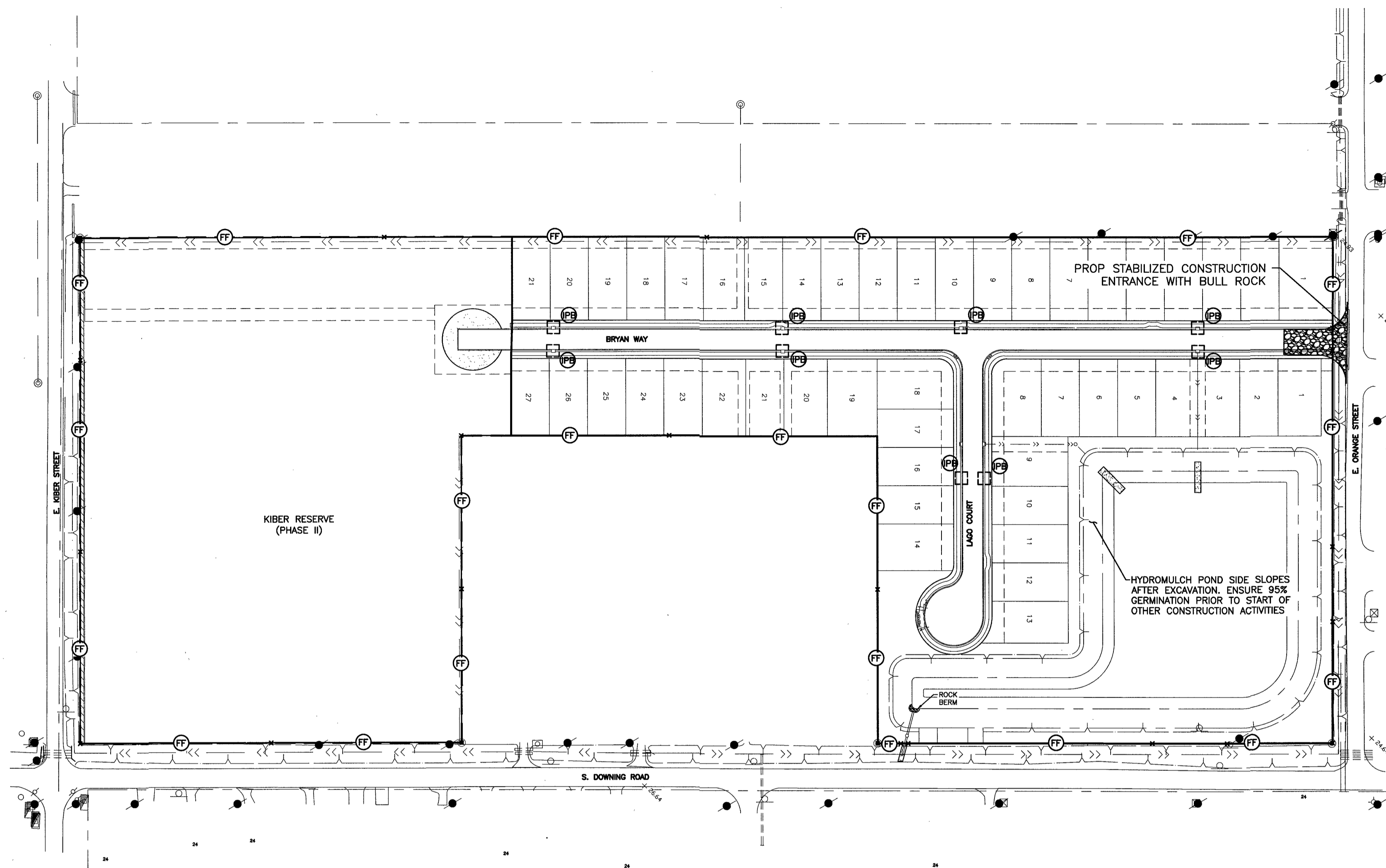
The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
Date: 5/7/21

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
185 CEDAR POINT DRIVE
LIVINGSTON, TX 77351
936-646-6767

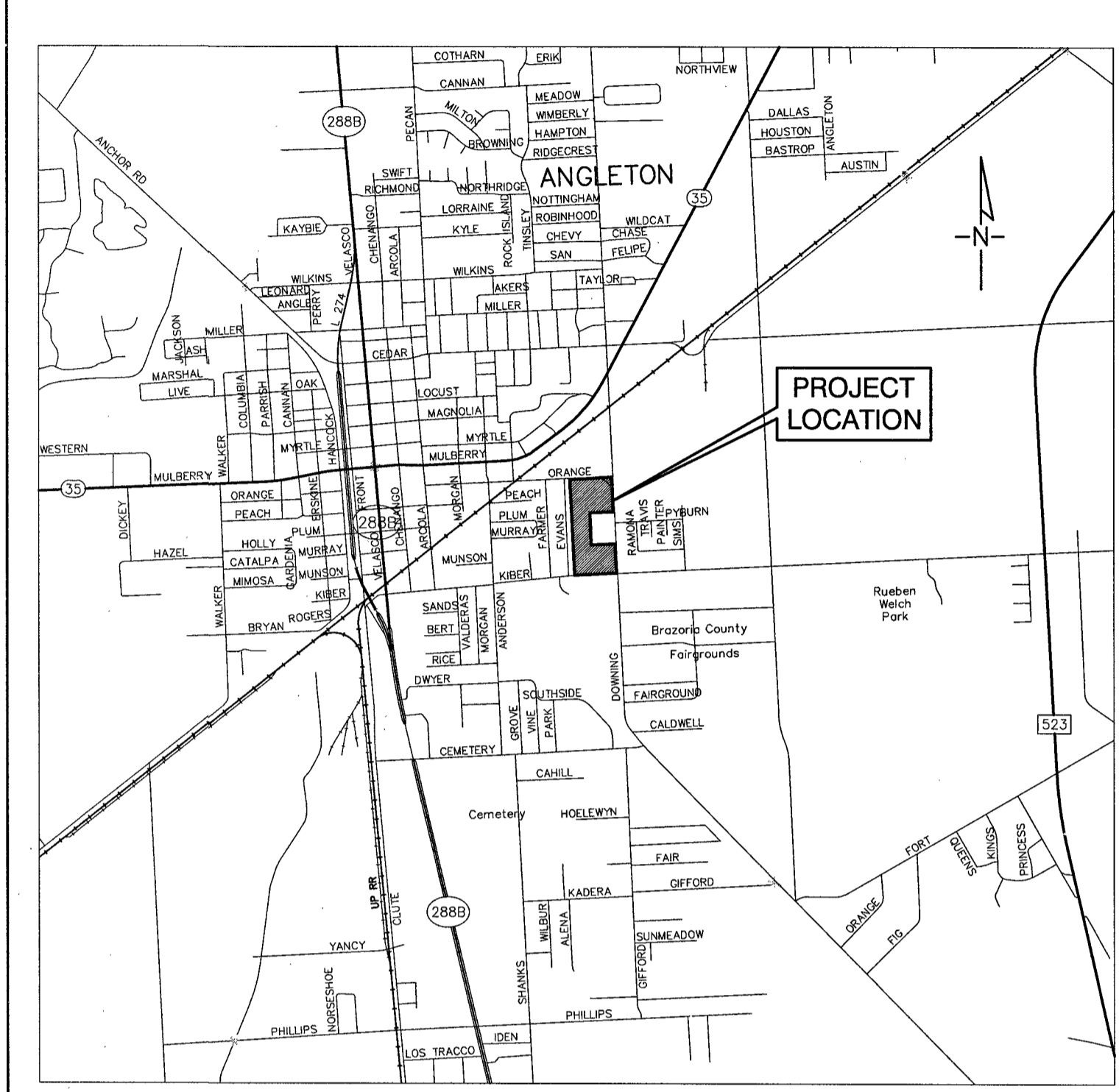
PLAN: 1" = 60'
PROFILE:
HORIZONTAL:
VERTICAL:

KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515

CUT AND FILL PLAN
PROJECT NO. 13499



GENERAL LOCATION MAP



PROJECT/SITE INFORMATION

PROJECT NAME: KIBER RESERVE (PHASE I)
 PROJECT ADDRESS/LOCATION: W. SIDE OF DOWLING STREET AND N. SIDE OF KIBER STREET
 CITY: ANGLETON STATE: TX. ZIP CODE: 77515
 LATITUDE: 95°29'09.5" LONGITUDE: 29°09'40.4" COUNTY: BRAZORIA
 NAME OF RECEIVING WATERS: GULF OF MEXICO

12/01/2021 06/01/2021
 MONTH/DAY/YEAR MONTH/DAY/YEAR
 ESTIMATED CONSTRUCTION START DATE ESTIMATED COMPLETION DATE
 ESTIMATE OF AREA TO BE DISTURBED: 19.84 ACRES
 ESTIMATE OF LIKELYHOOD OF DISCHARGE:

- UNLIKELY ONCE PER WEEK CONTINUAL
- ONCE PER MONTH ONCE PER DAY

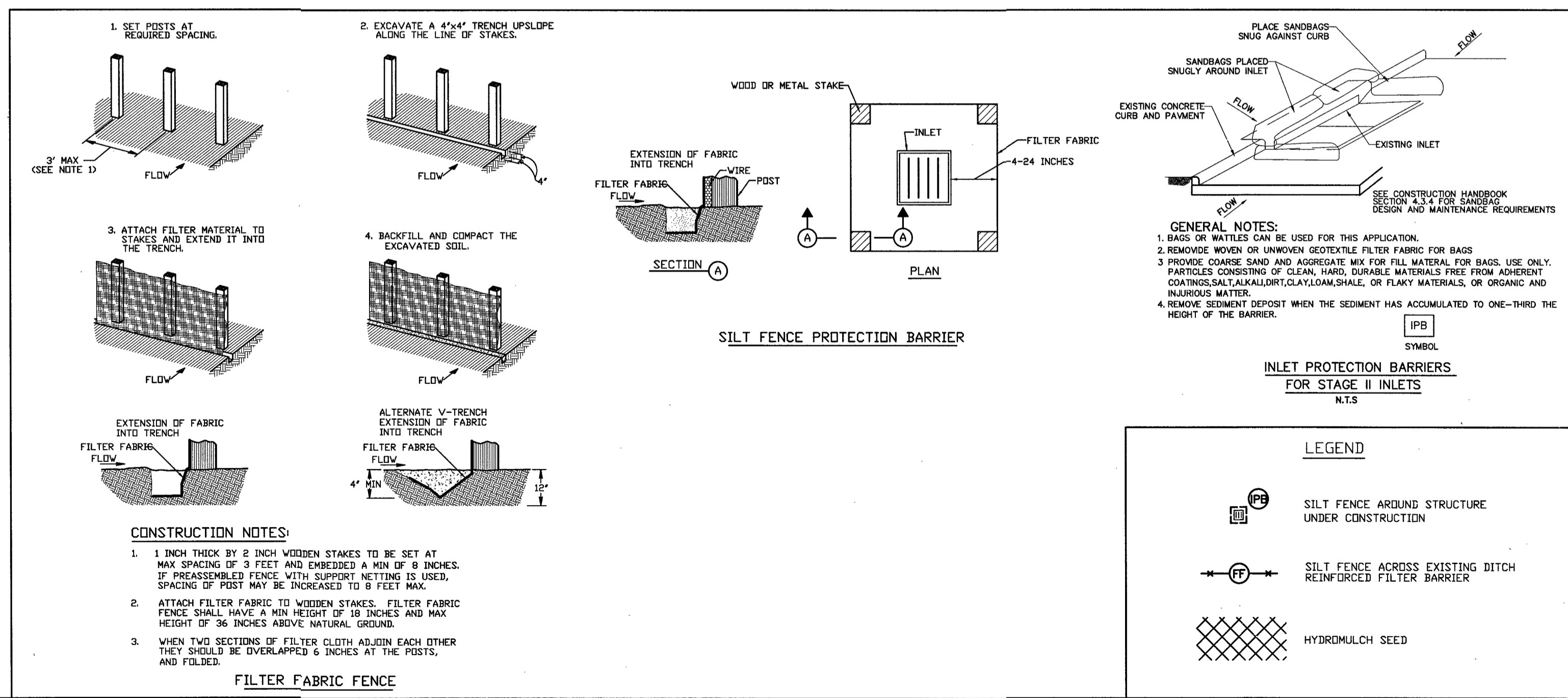
ARE THERE ANY LISTED ENDANGERED OR THREATENED SPECIES, OR DESIGNATED CRITICAL HABITAT IN THE PROJECT AREA?
 YES NO

ELIGIBILITY WITH REGARD TO PROTECTION OF ENDANGERED SPECIES HAS BEEN SATISFIED THROUGH THE INDICATED SECTION OF PART 1.B.3.e.(2) OF THE PERMIT.

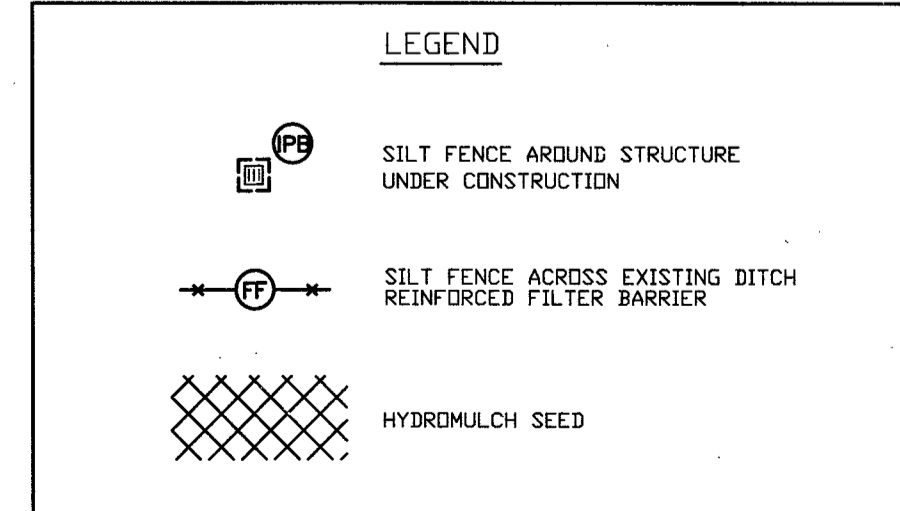
- (a) (b) (c) (d)

RECORD DRAWING

NOTE:
 AS SOON AS CONCRETE CURBS ARE INSTALLED, PLACE 18" WIDE SOLID SOD OR REINFORCED FILTER FABRIC BEHIND ALL CURBS.



- CONSTRUCTION NOTES:**
1. 1 INCH THICK BY 2 INCH WOODEN STAKES TO BE SET AT MAX SPACING OF 9 FEET AND EMBEDDED A MIN OF 8 INCHES. IF PREASSEMBLED FENCE WITH SUPPORT NETTING IS USED, SPACING OF POST MAY BE INCREASED TO 6 FEET MAX.
 2. ATTACH FILTER FABRIC TO WOODEN STAKES. FILTER FABRIC FENCE SHALL HAVE A MIN HEIGHT OF 18 INCHES AND MAX HEIGHT OF 36 INCHES ABOVE NATURAL GROUND.
 3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHOULD BE OVERLAPPED 6 INCHES AT THE POSTS, AND FOLDED.



NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED MS
 DRAWN BT
 CHECKED
 DATE

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: 1" = 100'
 PROFILE:
 HORIZONTAL:
 VERTICAL:

KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515

SWPPP LAYOUT
 (PHASE I & PHASE II)

PROJECT NO. 13499

1. SITE DESCRIPTION

- A. NATURE OF THE CONSTRUCTION ACTIVITY:

KIBER RESERVE (PHASE I) SUBDIVISION ANGLETON, BRAZORIA COUNTY, TEXAS, BEING 11.88 ACRE DEVELOPED AREA WHICH WILL BE A RESIDENTIAL SUBDIVISION OF 48 LOTS (50' WIDE USUALLY). CONSTRUCTION WILL INCLUDE UNDERGROUND UTILITIES, STORM SEWERS, CONCRETE ROADWAYS WITH CURBS AND DETENTION POND EXCAVATION WITH MATERIAL SPREAD FOR LOT GRADING.
- B. INTENDED SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

STREET RIGHT OF WAY AND LOT AREAS WILL BE STRIPPED OF ALL VEGETATIVE MATTER. THIS MATERIAL WILL BE STOCKPILED ADJACENT TO THE WORK TO BE SPREAD ON DEVELOPED LOTS AFTER FINAL GRADING. UTILITY AND STORM SEWER CONSTRUCTION WILL REQUIRE TRENCHING. EXCAVATION FOR ROADWAY SUBGRADE AND DETENTION POND WILL INVOLVE SPREADING EXCAVATED MATERIAL ON ADJACENT LOTS. RAINFALL RUNOFF WILL BE DIRECTED TO THE STREET GUTTERS AND TO THE CONSTRUCTED STORM SEWER SYSTEM. TRUCKS WILL BE USED TO DELIVER MATERIAL TO THE PROJECT INCLUDING LIME, CONCRETE, UTILITY AND STORM SEWER MATERIALS AND OTHER CONSTRUCTION MATERIALS. TRUCKS WILL ALSO BE USED TO HAUL CONSTRUCTION DEBRIS AWAY FROM THE SITE. THESE TRUCKS WILL BE ROUTED ALONG ORANGE STREET FOR INGRESS AND EGRESS. RUTTING DURING WET WEATHER WILL PROVIDE POTENTIAL FOR TRACKING MUD ALONG THE ROUTE.
- C. TOTAL PROJECT AREA: 19.84 ACRES
- D. TOTAL AREA TO BE DISTURBED: 19.84 ACRES

WEIGHTED RUNOFF COEFFICIENT
(BEFORE CONSTRUCTION): 0.30 (AFTER CONSTRUCTION): 0.65

- E. REFER TO GENERAL LOCATION MAP AND SITE MAP FOR DRAINAGE PATTERNS AND APPROXIMATE SLOPES ANTICIPATED AFTER MAJOR GRADING ACTIVITIES; AREAS OF SOIL DISTURBANCE; AREAS WHICH WILL NOT BE DISTURBED; LOCATIONS OF MAJOR STRUCTURAL AND NON-STRUCTURAL CONTROLS; LOCATIONS WHERE STABILIZATION PRACTICES ARE EXPECTED TO OCCUR; LOCATION OF OFF-SITE MATERIAL, WASTE, BORROW OR EQUIPMENT STORAGE AREAS; SURFACE WATERS (INCLUDING WETLANDS); AND LOCATIONS WHERE STORM WATER DISCHARGES TO A SURFACE WATER.
- F. LOCATION AND DESCRIPTION OF ANY DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY OTHER THAN CONSTRUCTION:

NONE
- G. NAME OF RECEIVING WATERS:

RUNOFF WILL BE COLLECTED IN THE STORM SEWER SYSTEM AND ROUTED TO THE DETENTION POND. THE POND OUTFALLS INTO ROADSIDE DITCH ON DOWNING STREET. DOWNING STREET OUTFALLS TO BASTROP BAYOU AND THEN TO THE GULF OF MEXICO.

AREAL EXTENT AND DESCRIPTION OF WETLAND OR SPECIAL AQUATIC SITE AT OR NEAR THE SITE WHICH WILL BE DISTURBED OR WHICH WILL RECEIVE DISCHARGES FROM DISTURBED AREAS OF THE PROJECT.

NONE

- H. REFER TO FEDERAL REGISTER, VOLUME 63, NO.128, MONDAY JULY 6, 1998, PAGES 36497 TO 36515 FOR REQUIREMENTS OF NPDES GENERAL PERMITS FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES IN REGION 6.
- I. LISTED ENDANGERED OR THREATENED SPECIES OR CRITICAL HABITAT FOUND IN PROXIMITY TO THE CONSTRUCTION ACTIVITY:

NONE
- J. PROPERTY LISTED OR ELIGIBLE FOR LISTING ON THE NATIONAL REGISTER OF HISTORIC PLACES:

NONE

2. CONTROLS

NARRATIVE - SEQUENCE OF CONSTRUCTION ACTIVITIES AND APPROPRIATE CONTROL MEASURES DURING CONSTRUCTION

- THE ORDER OF CONSTRUCTION WILL BEGIN WITH STRIPPING OF ALL VEGETATION FROM THE WORK AREA.
1. INSTALL SILT FENCE AROUND THE PERIMETER OF THE AREA TO BE DISTURBED. THE ORDER OF ACTIVITIES WILL BEGIN WITH THE COMPLETE STRIPPING OF ALL AREAS TO RECEIVE FILL MATERIAL. REMOVED VEGETATION TO BE STOCKPILED ADJACENT TO THE WORK TO BE SPREAD AFTER LOT GRADING IS COMPLETE.
 2. DEMOLISE THE MERGE LANE FROM ORANGE STREET TO DOWNING STREET. REGRADE THE ROADSIDE DITCH EAST OF DOWNING STREET AND SOUTH OF ORANGE STREET. INSTALL WATER LINES, SANITARY SEWER LINES AND MANHOLES AND STORM SEWER PIPES, INLETS AND MANHOLES. INSTALL INLET PROTECTION BARRIERS AROUND ALL INLETS. FULLY EXCAVATE THE DETENTION POND TO PROVIDE OUTFALL PATH FOR THE STORM SEWER SYSTEM. INSTALL THE RESTRICTIVE OUTFALL.
 3. ROADWAY EXCAVATION, LIME STABILIZATION AND CONCRETE PAVING WILL FOLLOW UNDERGROUND UTILITY AND STORM SEWER CONSTRUCTION. DURING ROADWAY WORK, THE REMAINDER OF THE DETENTION POND WILL BE EXCAVATED AND MATERIAL SPREAD ON LOTS. INSTALL SILT FENCE IN THE BOTTOM OF THE POND UPSTREAM OF THE RESTRICTIVE OUTFALL CULVERT.
 4. AS SOON AS CONCRETE CURBS ARE INSTALLED, PLACE 18" WIDE SOLID SOD OR REINFORCED FILTER FABRIC BEHIND ALL CURBS.
 5. THE NORTH SWALE AND THE DETENTION POND SHALL BE SEEDED AND FERTILIZED UPON COMPLETION OF THE EXCAVATION. ALL SEEDED AND FERTILIZED AREA TO BE IRRIGATED TO ENSURE GROWTH.

- A. EROSION AND SEDIMENT CONTROLS: EROSION AND SEDIMENT CONTROLS SHALL RETAIN SEDIMENT ON SITE TO THE EXTENT PRACTICABLE. CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS (WHERE APPLICABLE) AND GOOD ENGINEERING PRACTICES. OFFSITE SEDIMENT ACCUMULATIONS MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFFSITE IMPACTS. SEDIMENT MUST BE REMOVED FROM SEDIMENT TRAPS OR SEDIMENTATION PONDS WHEN CAPACITY HAS BEEN REDUCED BY 50%. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WALL SHALL BE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.

SOIL STABILIZATION PRACTICES:	OWNER/DEVELOPER	GENERAL CNTRTR.	BUILDER	OTHER
TEMPORARY SEEDING				
PERMANENT PLANTING, SODDING, OR SEEDING		X		
MULCHING- WHERE INDICATED		X		
SOIL RETENTION BLANKET				
VEGETATIVE BUFFER STRIPS				
PRESERVATION OF NATURAL RESOURCES				
OTHER:				

THE FOLLOWING RECORDS SHALL BE MAINTAINED AND ATTACHED TO THIS SWPPP:
 DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, DATES WHEN STABILIZATION MEASURES ARE INITIATED.

STRUCTURAL PRACTICES:	OWNER/DEVELOPER	GENERAL CNTRTR.	BUILDER	OTHER
REINFORCED SILT FENCES		X		
HAY BALES				
ROCK BERMS				
DIVERSION, INTERCEPTOR, OR PERIMETER DIKES				
DIVERSION, INTERCEPTOR, OR PERIMETER SWALES				
DIVERSION DIKE AND SWALE COMBINATIONS				
PIPE SLOPE DRAINS				
ROCK BEDDING AT CONSTRUCTION EXIT		X		
TIMBER MATTING AT CONSTRUCTION EXIT				
SEDIMENT TRAPS				
SEDIMENT BASINS				
STORM INLET PROTECTION		X		
STONE OUTLET STRUCTURES				
OTHER:				

- B. STORM WATER MANAGEMENT MEASURES INSTALLED DURING CONSTRUCTION TO CONTROL POLLUTANTS IN STORM WATER DISCHARGES THAT WILL OCCUR AFTER CONSTRUCTION:

CURBS & GUTTERS STORM SEWERS

C. OTHER CONTROLS

NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED TO WATERS OF THE UNITED STATES, EXCEPT AS AUTHORIZED BY A PERMIT ISSUED UNDER SECTION 404 OF THE CLEAN WATER ACT.

WASTE MATERIALS: ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL CONTAINER. THE CONTAINER SHALL MEET ALL STATE AND CITY SOLID WASTE MANAGEMENT REGULATIONS. THE CONTAINER SHALL BE EMPTIED AS NECESSARY AND THE TRASH HAULED TO AN APPROPRIATE DUMP SITE. NO CONSTRUCTION MATERIALS WILL BE BURIED ON SITE.

HAZARDOUS WASTE (INCLUDING SPILL REPORTING) AT A MINIMUM, ANY PRODUCTS IN THE FOLLOWING CATEGORIES ARE CONSIDERED TO BE HAZARDOUS: PAINT, CLEANING SOLVENTS, ASPHALT PRODUCTS, PETROLEUM PRODUCTS, CHEMICAL ADDITIVES FOR SOIL STABILIZATION, AND CONCRETE CURING COMPOUNDS AND ADDITIVES. IN THE EVENT OF A SPILL WHICH MAY BE HAZARDOUS, THE SPILL COORDINATOR SHOULD BE CONTACTED IMMEDIATELY.

SANITARY WASTE: PORTABLE SANITARY FACILITIES WILL BE PROVIDED BY THE CONTRACTOR. ALL SANITARY WASTES WILL BE COLLECTED FROM PORTABLE UNITS AND SERVICED BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR.

OFFSITE VEHICLE TRACKING SHALL BE MINIMIZED BY:

- HAUL ROADS DAMPENED FOR DUST CONTROL LOADED
- HAUL TRUCKS TO BE COVERED WITH TARPULIN
- EXCESS DIRT ON ROAD REMOVED DAILY STABILIZED
- CONSTRUCTION ENTRANCE

OTHER: TRUCKS HAULING VEGETATION AND DEBRIS WILL BE MONITORED AND SHALL BE COVERED WITH TARPULINS IF REQUIRED TO PREVENT DUST OR OTHER PARTICLES FROM BLOWING OR FALLING FROM TRUCK.

REMARKS: ALL OPERATIONS WILL BE CONDUCTED IN A MANNER THAT WILL MINIMIZE AND CONTROL THE AMOUNTS OF SEDIMENT THAT MAY ENTER THE RECEIVING WATERS. DISPOSAL AREAS SHALL NOT BE LOCATED IN ANY WETLAND, WATERBODY, OR STREAMBED. CONSTRUCTION STAGING AREAS AND VEHICLE MAINTENANCE AREAS SHALL BE CONSTRUCTED BY THE CONTRACTOR IN A MANNER TO MINIMIZE THE RUNOFF OF POLLUTANTS.

3. MAINTENANCE

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN EFFECTIVE OPERATING CONDITION. IF A REPAIR IS NECESSARY IT SHALL BE DONE AT THE EARLIEST TIME POSSIBLE, BUT NO LATER THAN SEVEN CALENDAR DAYS AFTER THE GROUND HAS DRIED SUFFICIENTLY TO PREVENT FURTHER DAMAGE FROM HEAVY EQUIPMENT. THE AREAS ADJACENT TO DRAINAGE WAYS SHALL HAVE PRIORITY, FOLLOWED BY DEVICES PROTECTING STORM SEWER INLETS. MAINTENANCE SHALL BE PERFORMED BEFORE THE NEXT ANTICIPATED STORM EVENT OR AS SOON AS PRACTICABLE.

4. INSPECTION

AN INSPECTION WILL BE PERFORMED BY THE PERMITEE EVERY FOURTEEN DAYS AS WELL AS AFTER EVERY ONE-HALF INCH OR GREATER RAINFALL EVENT. AN INSPECTION AND RAINFALL REPORT WILL BE MADE AFTER EACH INSPECTION. ANY DEFICIENCIES WILL BE NOTED AND APPROPRIATE CHANGES SHALL BE MADE TO THE SYSTEM TO COMPLY WITH REQUIREMENTS.

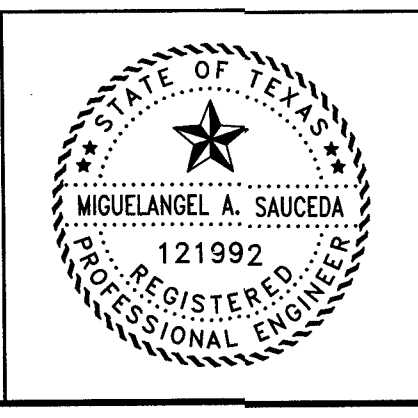
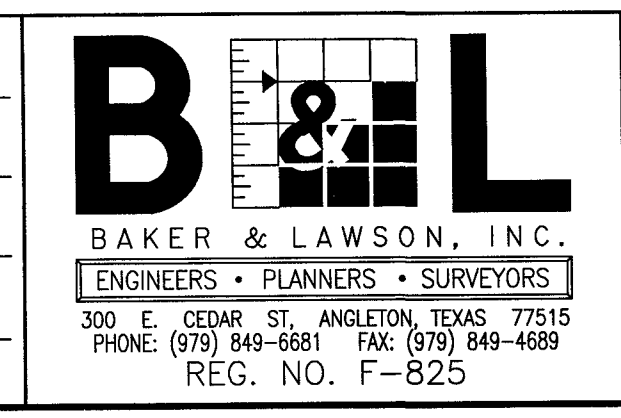
5. NON-STORMWATER DISCHARGES

- FIRE HYDRANT FLUSHING
- BUILDING WASHDOWN WITHOUT DETERGENTS
- PAVEMENT WASHDOWN WITHOUT DETERGENTS
- CONDENSATE
- UNCONTAMINATED GROUNDWATER
- UNCONTAMINATED FOUNDATION DRAINS

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
1	9/23/20	ADDED CONSTRUCTION EXIT	
REVISIONS			

DESIGNED MS
 DRAWN BT
 CHECKED
 DATE



The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 5/7/21

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
185 CEDAR POINT DRIVE
LIVINGSTON, TX 77351
936-646-6767

PLAN:
 PROFILE:
 HORIZONTAL:
 VERTICAL:

KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515

SWPPP NARRATIVE
 PROJECT NO. 13499

1

Hydrological and Hydraulic Impacts
Kber Tract Subdivision

Job # 13651

Brazoria County, Texas

A = 19.84 Acre Development

Pre Development:
C = 0.10895
TC = 44.0 Minutes, I = 5.366
Q = 100 Year Storm = 14.68 cfs
Q-allowable is 0.74 cfs / ac. = 14.68 cfs

Post Development
C = 0.65
TC = 32.07 Minutes, I = 6.309
Q = 100 Year Storm = 101.71 cfs

Required Detention:
11.634 acre - feet (506,777 c.f.)

Miguel Saucedo, P.E. Feb 21, 2020

EXISTING CONDITIONS
Bra. Co. Master Drg. Study allows only 0.74 cfs/acre in this area (Bastrop Bayou drainage area BB 18)

TC = 15 Minutes + 200 LF overland at 0.50 fps + 2010 LF ditch @ 1.5 fps = 44.0 Minutes

PROPOSED CONDITIONS
TC = 15 Minutes + 180 LF overland @ 0.5 FPS + 145 LF gutter @ 2.0 FPS + 1775 LF sewer @ 3.0 FPS = 32.07

C = 0.65 per Brazoria Drainage Criteria Manual for lots under 1/8 acre

2

Drainage Analysis
Job # 13499 - Kber Tract Subdivision

Rainfall intensity calculations for Brazoria County

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

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

i = 1.6

b ₁	b ₂	b ₃
71.0	0.774	8.4
70.1	0.752	7.7
96.6	0.770	17.2
89.2	0.736	10.4
86.5	0.709	10.0
120.2	0.741	21.3

T_{pre} = 44.0 ENTER PREDEVELOPMENT TIME OF CONCENTRATION

I₁ = $\frac{b_1}{(d_1 + T_0)^{0.5}}$ I₀ = 5.433 Predevelopment Intensity of interest

C_{pre} = 0.10895 ENTER PREDEVELOPMENT C VALUE

A = 19.84 ENTER AREA

3

C_r = 1.25

Q = C_rI₀A
Q = 14.68

V_{pre} = (C)A-43560-1.08
V = 1.017 × 10⁵

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

T = $\frac{V}{1.39Q}$ T = 4.983 × 10³

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

t = 0, 1000, 84000

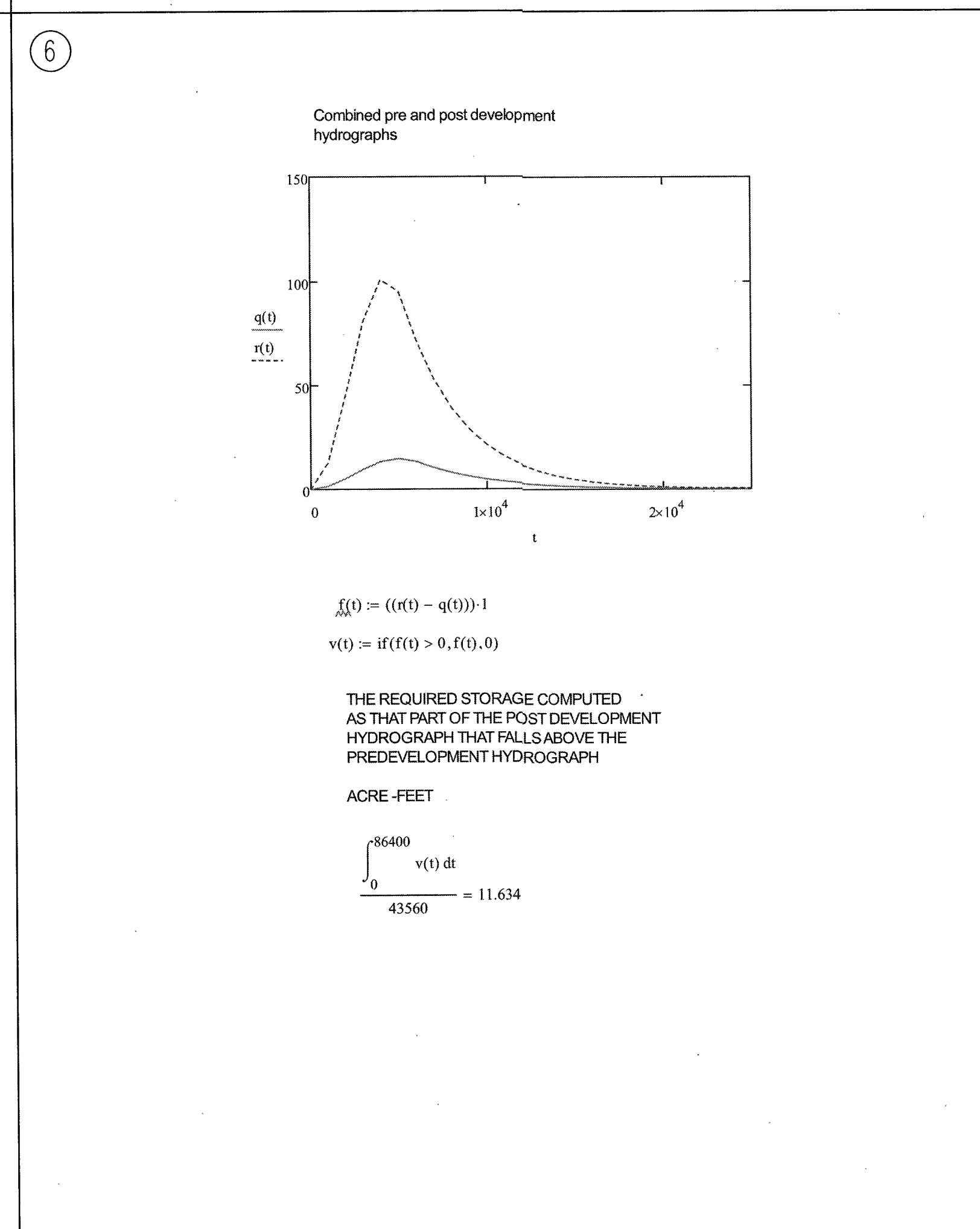
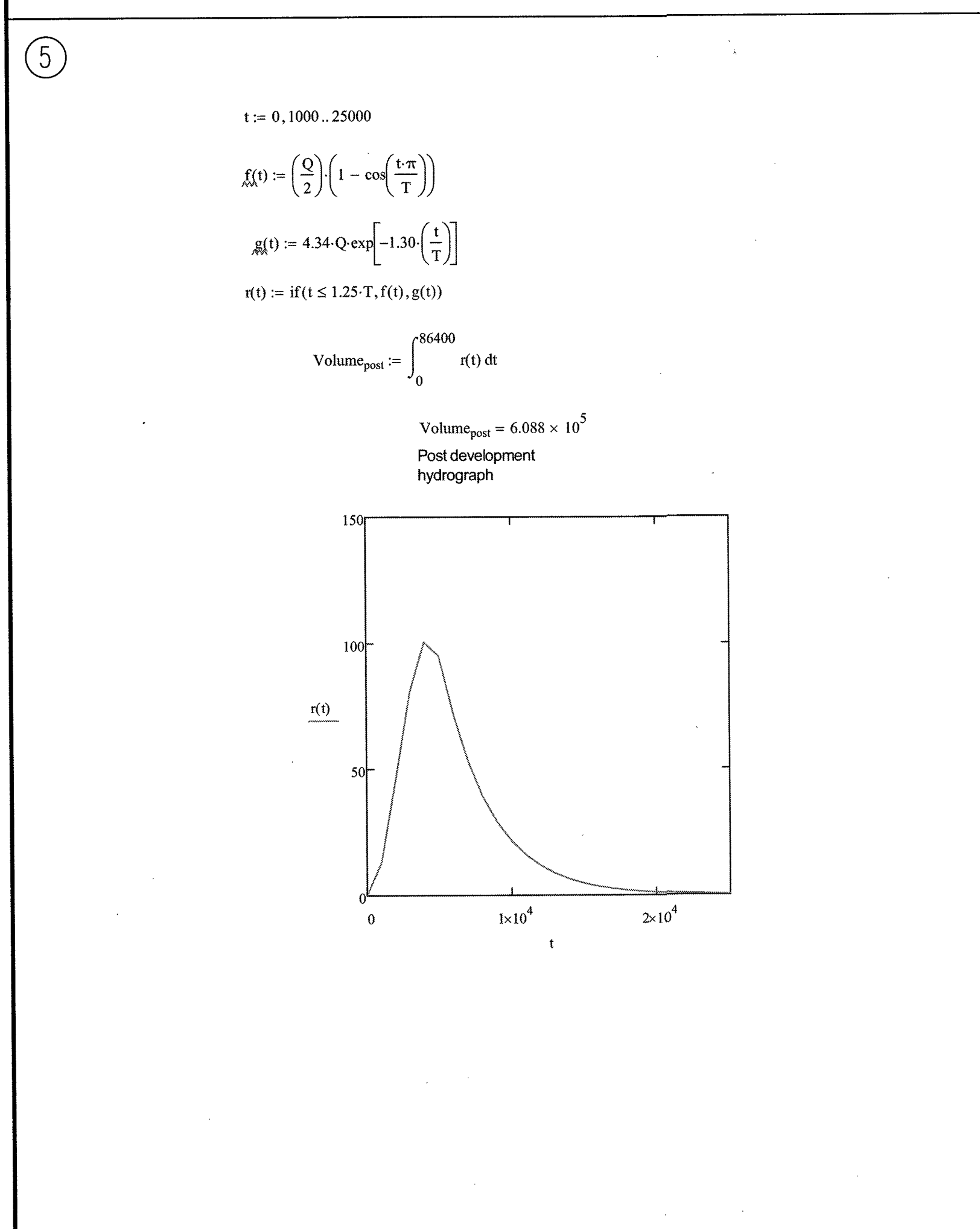
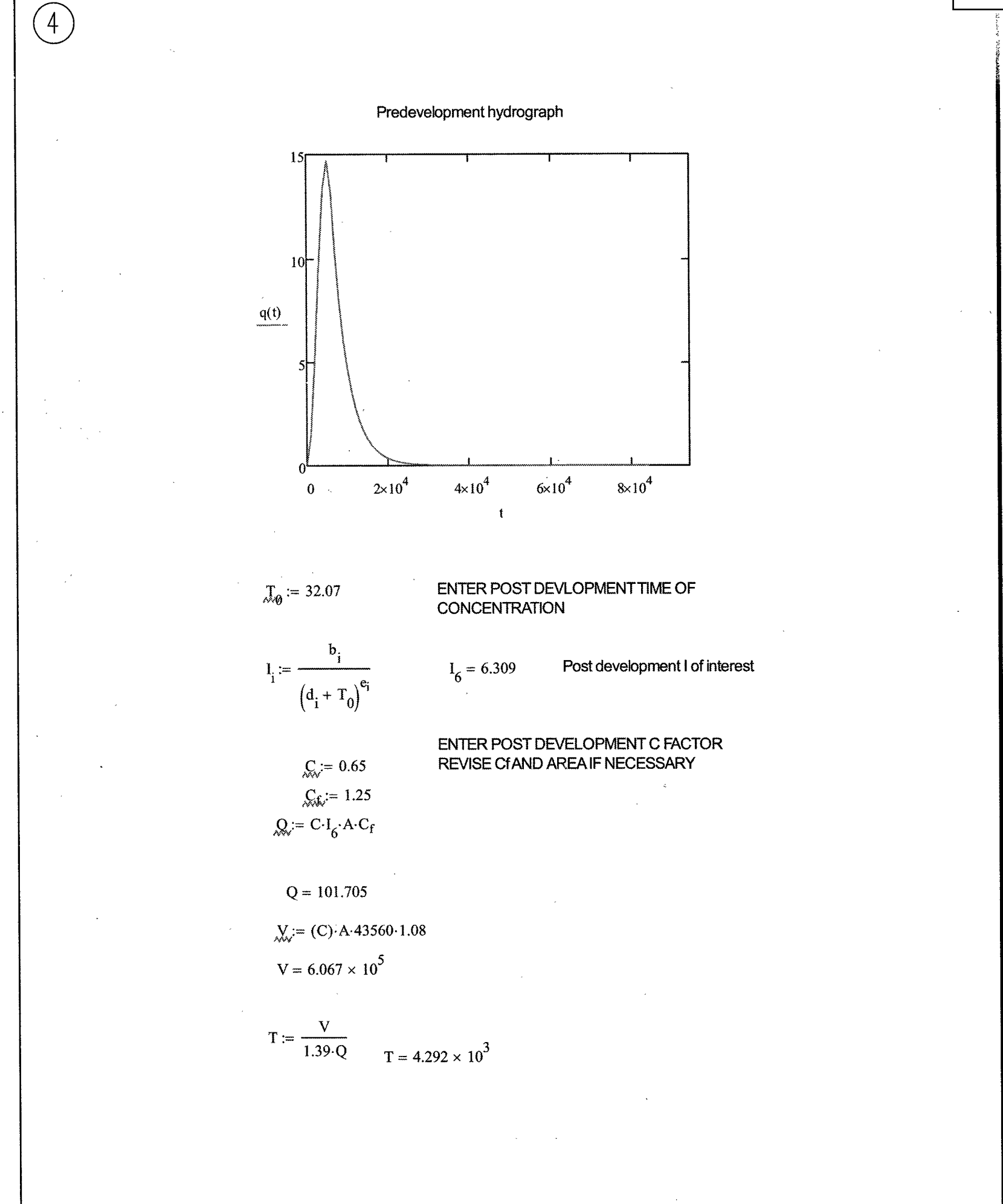
f(t) = $\left(\frac{Q}{2}\right)\left(1 - \cos\left(\frac{t\pi}{T}\right)\right)$ f(t) describes rising limb of hydrograph

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

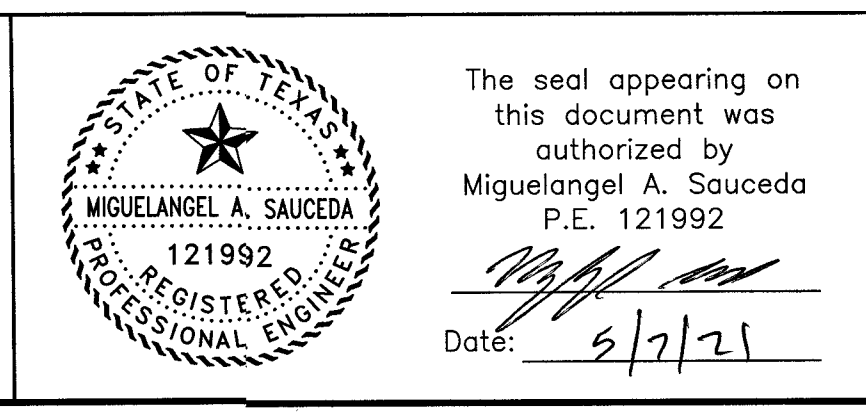
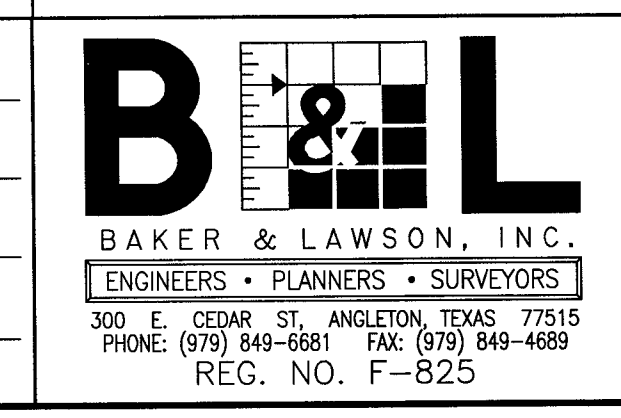
q(t) = if(t ≤ 1.25T, f(t), g(t))

Volume_{pre} = $\int_0^{86400} q(t) dt$

Volume_{pre} = 1.021 × 10⁵



DESIGNED	MS		
DRAWN	BT		
CHECKED			
DATE			
NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			



OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
185 CEDAR POINT DRIVE
LIVINGSTON, TX 77351
936-646-6767

PLAN: _____
PROFILE: _____
HORIZONTAL: _____
VERTICAL: _____

KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515

RECORD DRAWING

HYDROLOGIC CALCULATIONS

PROJECT NO. 13499

PROJECT NAME : Untitled
JOB NUMBER :
PROJECT DESCRIPTION :
DESIGN FREQUENCY : 5 Years
ANALYSIS FREQUENCY : 100 Years
MEASUREMENT UNITS : ENGLISH

OUTPUT FOR DESIGN FREQUENCY OF: 5 Years

Runoff Computation for Design Frequency. Table with columns: ID, C Value, Area (acre), Tc (min), Tc Used (min), Intensity (in/hr), Supply Q (cfs), Total Q (cfs). Rows A-1 to A-17.

Sag Inlets Configuration Data.

Inlet Inlet Length/Grate Left-Slope Right-Slope Gutter Depth Critic Elev. Table with columns: ID, Type, Length (ft), Perim. Area (sf), Left-Slope (%), Right-Slope (%), n, Depwr (ft), Allowed (ft), Elev. (ft). Rows A-1 to A-17.

Sag Inlets Computation Data.

Inlet Inlet Length/Grate Left-Slope Right-Slope Gutter Depth Critic Elev. Table with columns: ID, Type, Length (ft), Perim. Area (sf), Left-Slope (%), Right-Slope (%), n, Depwr (ft), Allowed (ft), Elev. (ft). Rows A-1 to A-17.

Cumulative Junction Discharge Computations

Node Node Weighted Cumulat. Cumulat. Intens. User Additional Total Disch. Table with columns: I.D., Type, C-Value, Dr. Area (acres), Tc (min), (in/hr), Supply Q (cfs), Q in Node (cfs), Disch. (cfs). Rows A-1 to A-17.

Conveyance Configuration Data. Table with columns: Run# US DS Flowline Elev. Shape # Span Rise Length Slope n_value. Rows 1 to 20.

Conveyance Configuration Data. Table with columns: Run# US DS Flowline Elev. Shape # Span Rise Length Slope n_value. Rows 1 to 20.

Conveyance Hydraulic Computations. Tailwater = 20.300 (ft)

Hydraulic GradeLine Depth Velocity Q Cap Loss Junc Loss Table with columns: Run# US Elev DS Elev Fr.Slope Unif. Actual Unif. Actual Q Cap Loss Junc Loss. Rows 1 to 20.

OUTPUT FOR ANALYSIS FREQUENCY OF: 100 Years

Runoff Computation for Analysis Frequency.

ID C Value Area (acre) Tc (min) Tc Used (min) Intensity (in/hr) Supply Q (cfs) Total Q (cfs). Rows A-1 to A-17.

Sag Inlets Configuration Data.

Inlet Inlet Length/Grate Left-Slope Right-Slope Gutter Depth Critic Elev. Table with columns: ID, Type, Length (ft), Perim. Area (sf), Left-Slope (%), Right-Slope (%), n, Depwr (ft), Allowed (ft), Elev. (ft). Rows A-1 to A-17.

Sag Inlets Computation Data.

Inlet Inlet Length/Grate Left-Slope Right-Slope Gutter Depth Critic Elev. Table with columns: ID, Type, Length (ft), Perim. Area (sf), Left-Slope (%), Right-Slope (%), n, Depwr (ft), Allowed (ft), Elev. (ft). Rows A-1 to A-17.

Conveyance Configuration Data. Table with columns: Run# US DS Flowline Elev. Shape # Span Rise Length Slope n_value. Rows 1 to 20.

Cumulative Junction Discharge Computations

Node Node Weighted Cumulat. Cumulat. Intens. User Additional Total Disch. Table with columns: I.D., Type, C-Value, Dr. Area (acres), Tc (min), (in/hr), Supply Q (cfs), Q in Node (cfs), Disch. (cfs). Rows A-1 to A-17.

Conveyance Configuration Data

Run# US DS Flowline Elev. Shape # Span Rise Length Slope n_value. Rows 1 to 20.

Conveyance Hydraulic Computations. Tailwater = 20.300 (ft)

Hydraulic GradeLine Depth Velocity Q Cap Loss Junc Loss Table with columns: Run# US Elev DS Elev Fr.Slope Unif. Actual Unif. Actual Q Cap Loss Junc Loss. Rows 1 to 20.

NORMAL TERMINATION OF WINSTORM.

PROJECT NAME : Untitled
JOB NUMBER :
PROJECT DESCRIPTION :
DESIGN FREQUENCY : 5 Years
ANALYSIS FREQUENCY : 100 Years
MEASUREMENT UNITS : ENGLISH

OUTPUT FOR DESIGN FREQUENCY OF: 5 Years

Runoff Computation for Design Frequency. Table with columns: ID, C Value, Area (acre), Tc (min), Tc Used (min), Intensity (in/hr), Supply Q (cfs), Total Q (cfs). Rows A-18 to A-19.

Sag Inlets Configuration Data.

Inlet Inlet Length/Grate Left-Slope Right-Slope Gutter Depth Critic Elev. Table with columns: ID, Type, Length (ft), Perim. Area (sf), Left-Slope (%), Right-Slope (%), n, Depwr (ft), Allowed (ft), Elev. (ft). Rows A-18 to A-19.

Sag Inlets Computation Data.

Inlet Inlet Length/Grate Left-Slope Right-Slope Gutter Depth Critic Elev. Table with columns: ID, Type, Length (ft), Perim. Area (sf), Left-Slope (%), Right-Slope (%), n, Depwr (ft), Allowed (ft), Elev. (ft). Rows A-18 to A-19.

Cumulative Junction Discharge Computations

Node Node Weighted Cumulat. Cumulat. Intens. User Additional Total Disch. Table with columns: I.D., Type, C-Value, Dr. Area (acres), Tc (min), (in/hr), Supply Q (cfs), Q in Node (cfs), Disch. (cfs). Rows A-18 to A-19.

NORMAL TERMINATION OF WINSTORM.

OUTPUT FOR ANALYSIS FREQUENCY OF: 100 Years

Runoff Computation for Analysis Frequency. Table with columns: ID, C Value, Area (acre), Tc (min), Tc Used (min), Intensity (in/hr), Supply Q (cfs), Total Q (cfs). Rows A-18 to A-19.

Sag Inlets Configuration Data.

Inlet Inlet Length/Grate Left-Slope Right-Slope Gutter Depth Critic Elev. Table with columns: ID, Type, Length (ft), Perim. Area (sf), Left-Slope (%), Right-Slope (%), n, Depwr (ft), Allowed (ft), Elev. (ft). Rows A-18 to A-19.

Cumulative Junction Discharge Computations

Node Node Weighted Cumulat. Cumulat. Intens. User Additional Total Disch. Table with columns: I.D., Type, C-Value, Dr. Area (acres), Tc (min), (in/hr), Supply Q (cfs), Q in Node (cfs), Disch. (cfs). Rows A-18 to A-19.

NORMAL TERMINATION OF WINSTORM.

RECORD DRAWING

DESIGNED MS
DRAWN BT
CHECKED
NO. DATE DESCRIPTION APPROVED
REVISIONS

BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
300 E. CEDAR ST., ANGLETON, TEXAS 77515
PHONE: (979) 849-6681 FAX: (979) 849-6689
REG. NO. F-825

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
185 CEDAR POINT DRIVE
LIVINGSTON, TX 77351
936-646-6767

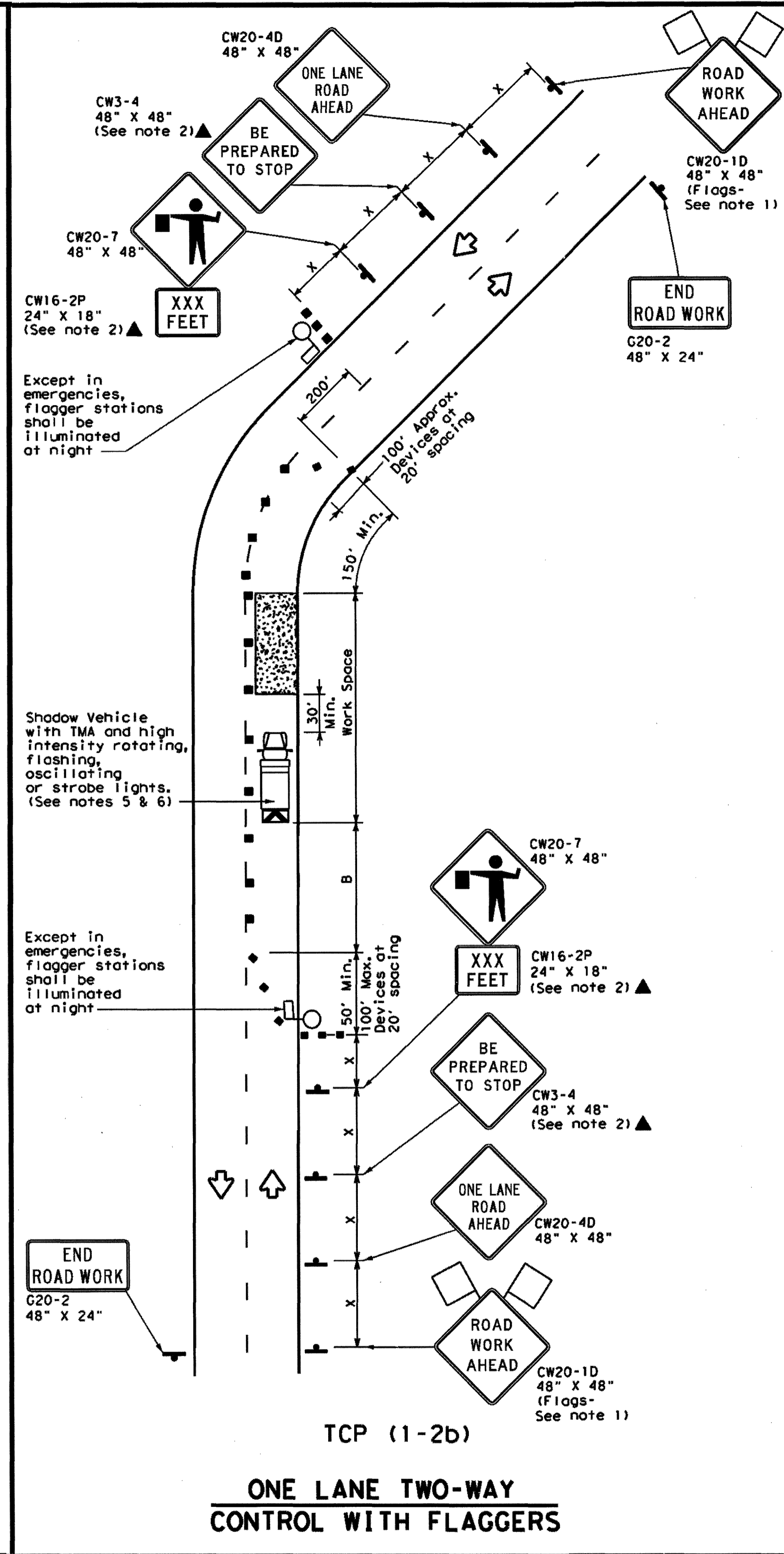
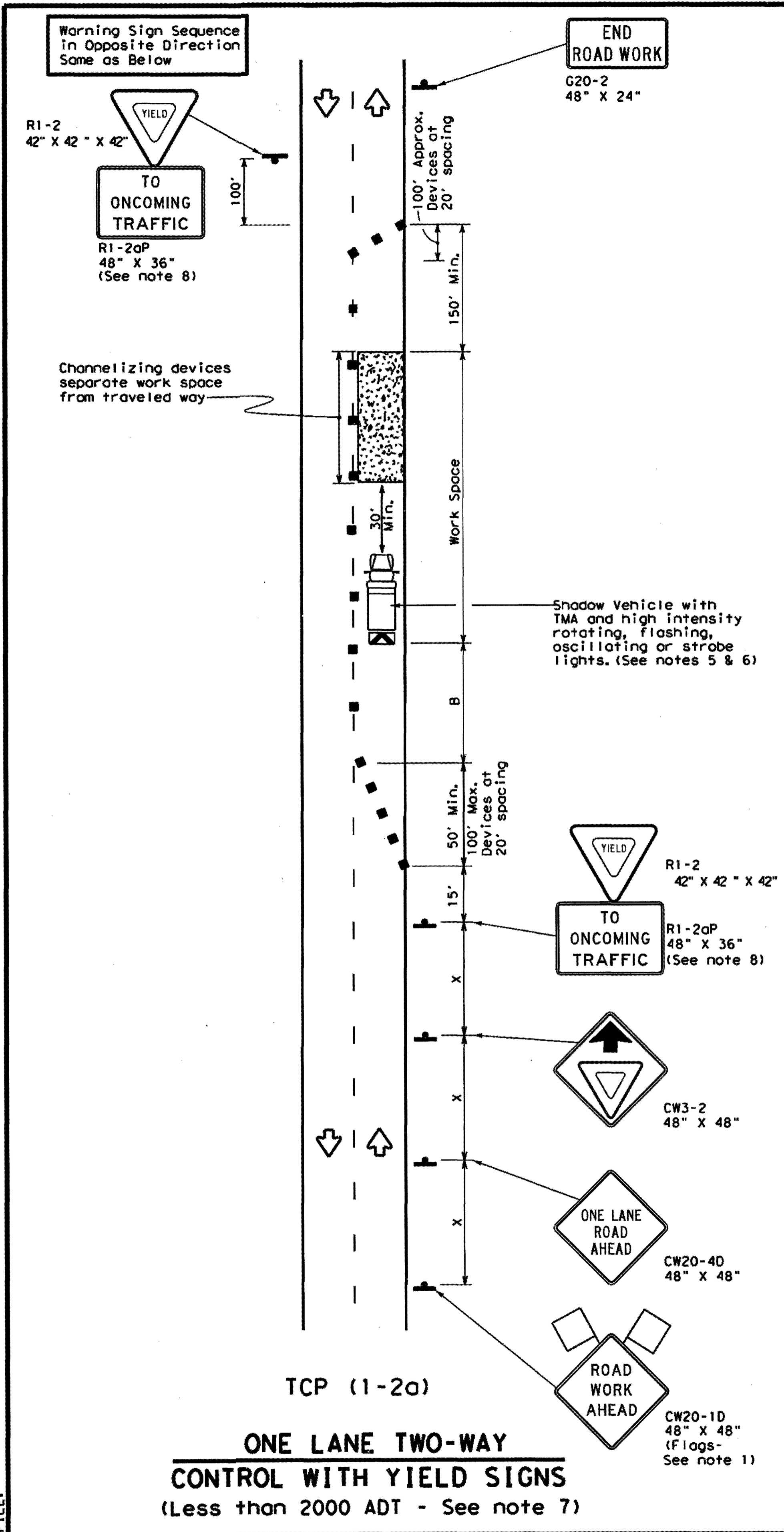
PLANNING
PROFILE:
HORIZONTAL:
VERTICAL:

KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515

WINDSTORM DATA
I-1 TO I-17
AND
I-18 TO I-19
PROJECT NO. 13499

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DATE: FILE:



LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed * S	Formula L = WS ² / 60	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x"	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30		150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45		450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
 - Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-2a)**
- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
 - R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.
- TCP (1-2b)**
- Flaggers should use two-way radios or other methods of communication to control traffic.
 - Length of work space should be based on the ability of flaggers to communicate.
 - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
 - Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
 - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation
 Traffic Operations Division Standard

**TRAFFIC CONTROL PLAN
 ONE-LANE TWO-WAY
 TRAFFIC CONTROL**

TCP (1-2) - 18

FILE: tcp1-2-18.dgn	DATE: 12/18/98	CHK1:	DWG:	CHK1:
© TxDOT December 1985	CONT:	SECT:	JOB:	HIGHWAY:
REVISIONS	DIST:	COUNTY:	SHEET NO.	
4-90 4-98				
2-94 2-12				
1-97 2-18				

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

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 REG. NO. F-825

STATE OF TEXAS
 MIGUEL ANGEL A. SAUCEDA
 121992
 REGISTERED PROFESSIONAL ENGINEER

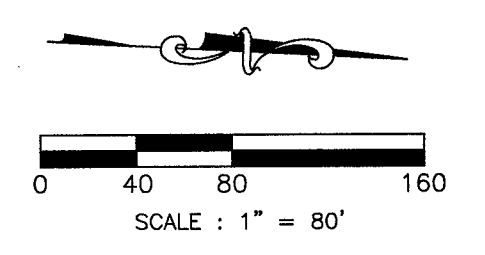
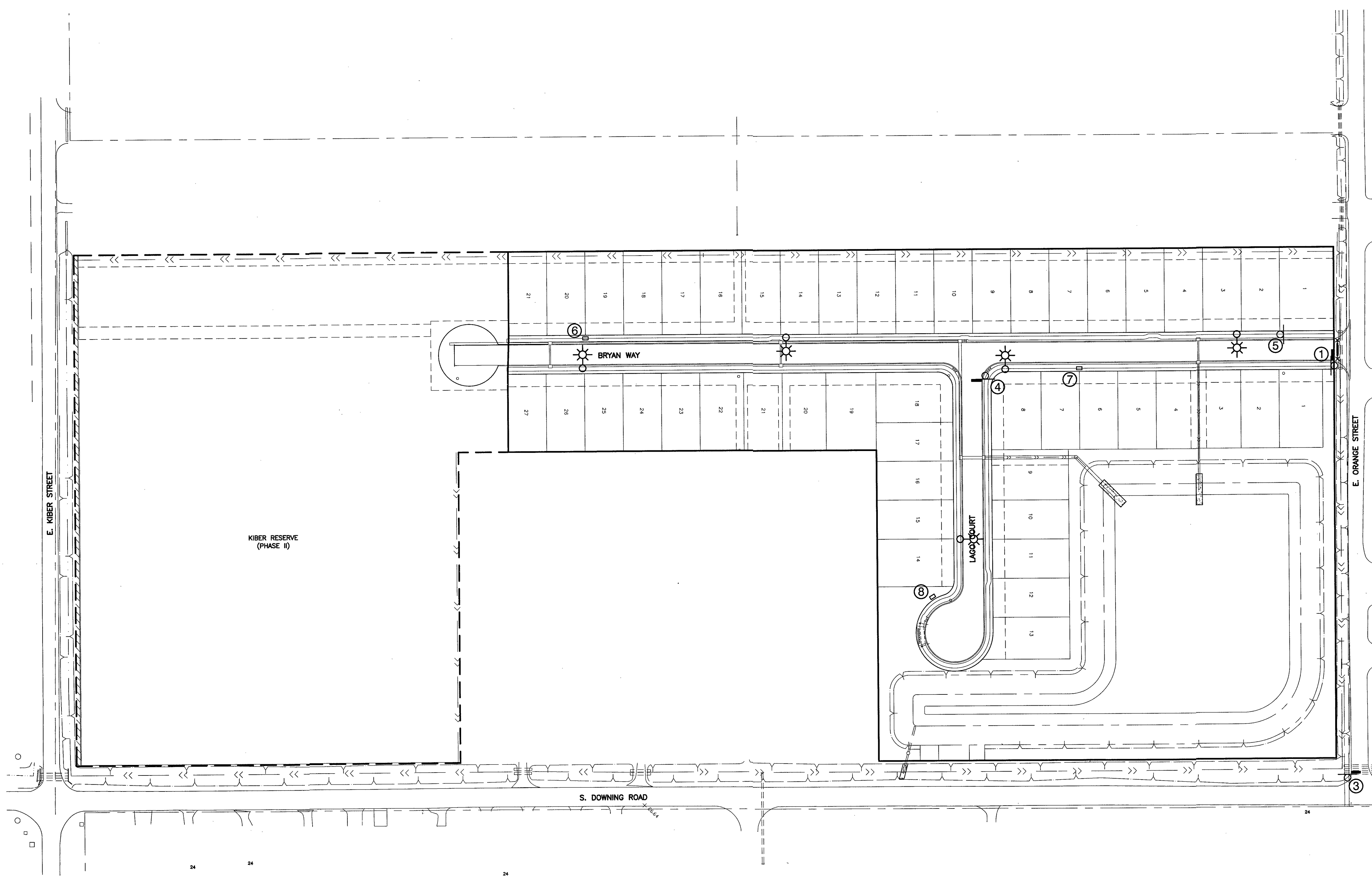
The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 9/2/21

OWNER:
**CHARLES VON SCHMIDT
 WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767**

PLAN:
 PROFILE:
 HORIZONTAL:
 VERTICAL:

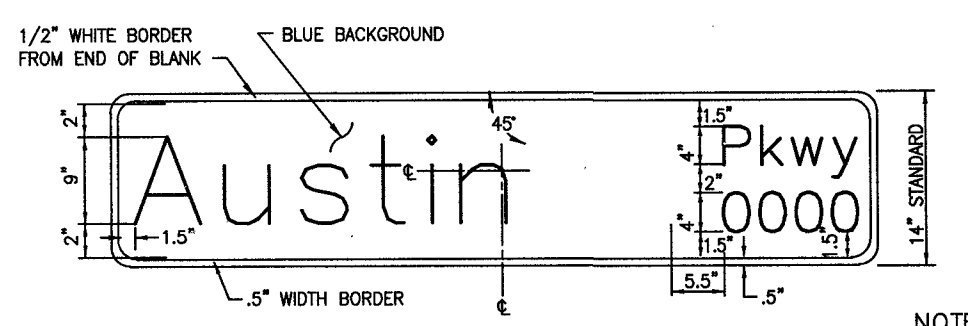
**KIBER RESERVE (PHASE I)
 A 11.88 AC, 48-LOT SUBDIVISION
 ANGLETON, TEXAS 77515**

TRAFFIC CONTROL PLAN
 TCP (1-2) - 18
 PROJECT NO. 13499

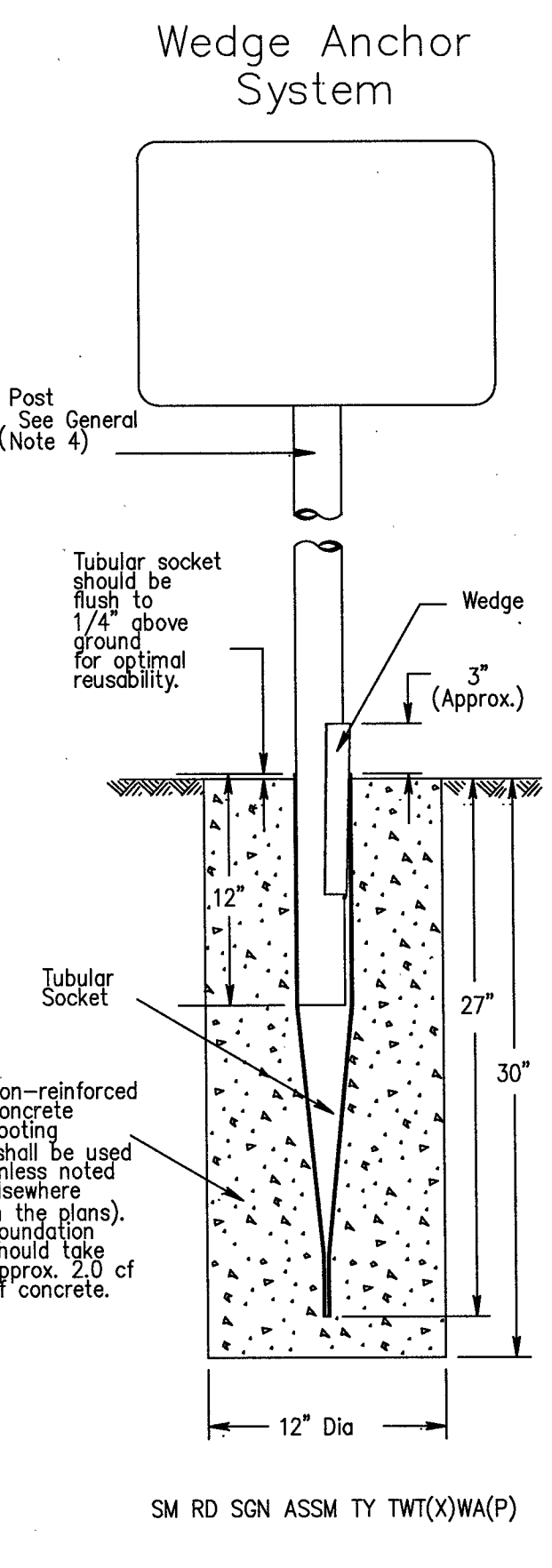
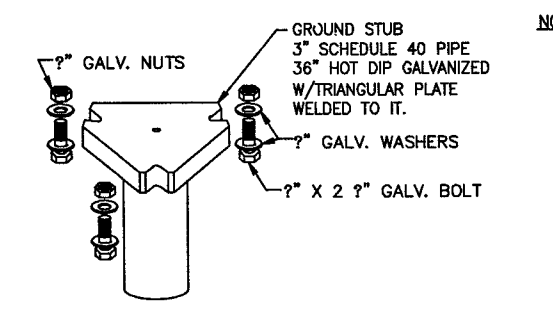
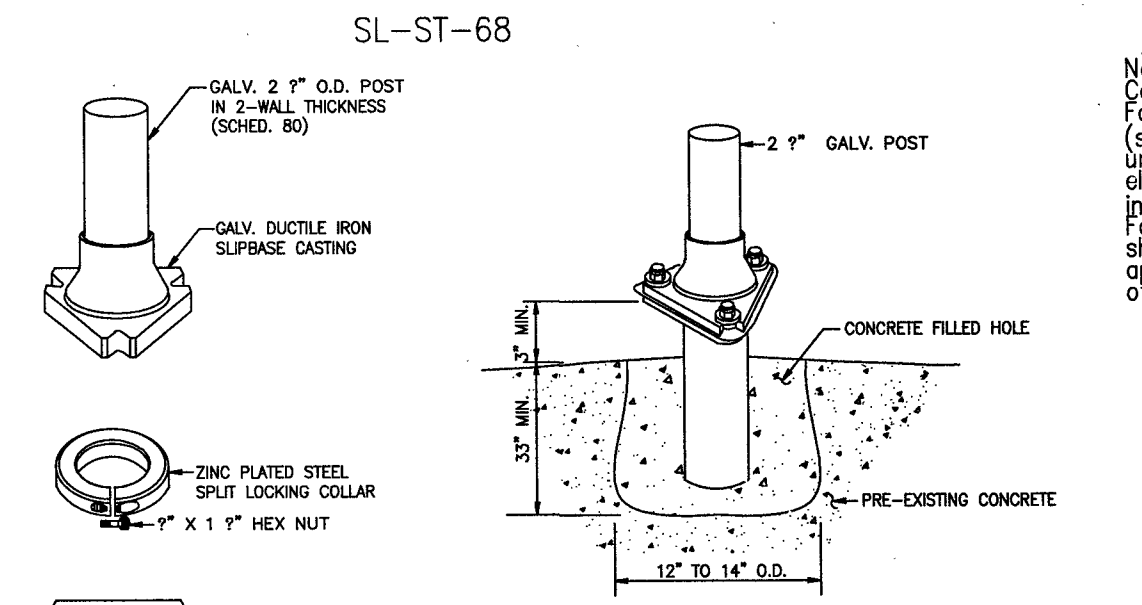


GENERAL CONSTRUCTION NOTES:

1. SECURELY ATTACH STREET NAME SIGN TO TRAFFIC SIGNAL SUPPORT WIRES WITH MULTI-LEVELING, WIND DAMPING BRACKETS.
2. SUPPORT WIRES SHOULD NOT BE PROHIBITED FROM INDEPENDENT MOVEMENT.
3. NOTIFY ONE STREET NAME SIGN APPROXIMATELY 2' FROM POLE ABOVE ON-COMING TRAFFIC ON EACH TRAFFIC SIGNAL SPAN.
4. THE FIRST LETTER OF EACH WORD SHALL BE UPPER CASE, SUBSEQUENT LETTERS SHALL BE LOWER CASE, ALL INDIVIDUAL LETTERS FOR EXAMPLE "T.M." SHALL BE UPPER CASE. STREET SUFFIXES & "NO OUTLET" SHALL BE UPPER CASE.
5. ALL SIGNETRY SHALL BE "ROMANO BRACKET" OR APPROVED EQUAL.
6. USE ANOZIZED BLANKS ONLY.
7. STREET SIGN FONTS SHALL BE HELVETICA BOLD, MEDIUM STYLE.
8. MINIMUM SIGN THICKNESS: 8" SIGNS = .060", 14" SIGNS = .1875"



- NOTES:**
1. HELVETICA BOLD, MEDIUM STYLE, WITH 8" UPPER CASE LETTERS AND 8" LOWER CASE LETTERS.
 2. REFER TO C.O.S.L. DESIGN STANDARDS FOR MORE INFO.



- ☼ STREET AREA LIGHTING (5 LOCATIONS)
- ⊖ STREET SIGNS
- STOP BAR
- ① STREET NAMES W/ STOP SIGN - FACING BRYAN WAY W/ STOP BAR
- ③ STREET NAMES W/ STOP SIGN - FACING ORANGE STREET W/ STOP BAR
- ④ STREET NAMES W/ STOP SIGN - FACING LAGO COURT W/ STOP BAR
- ⑤ SPEED LIMIT SIGN 30 MPH
- ⑥ 2 CBU (2-TYPE III 16 SLOT) ON 7'X4'X8" SLAB
- ⑦ 2 CBU (2-TYPE III 16 SLOT) ON 7'X4'X8" SLAB
- ⑧ 8 CBU (2-TYPE III 8 SLOT) ON 7'X4'X8" SLAB
- TYPE III BARRICADE

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
1	9/23/20	REDUCE LIGHT COUNT FOR PHASE I	
REVISIONS			

DESIGNED MS
 DRAWN BT
 CHECKED _____
 DATE _____

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 PHONE: (979) 949-6681 FAX: (979) 949-4689
 REG. NO. F-825

STATE OF TEXAS
 MIGUELANGELO A. SAUCEDA
 121992
 REGISTERED PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 5/7/21

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: 1" = 80'
 PROFILE: _____
 HORIZONTAL: _____
 VERTICAL: _____

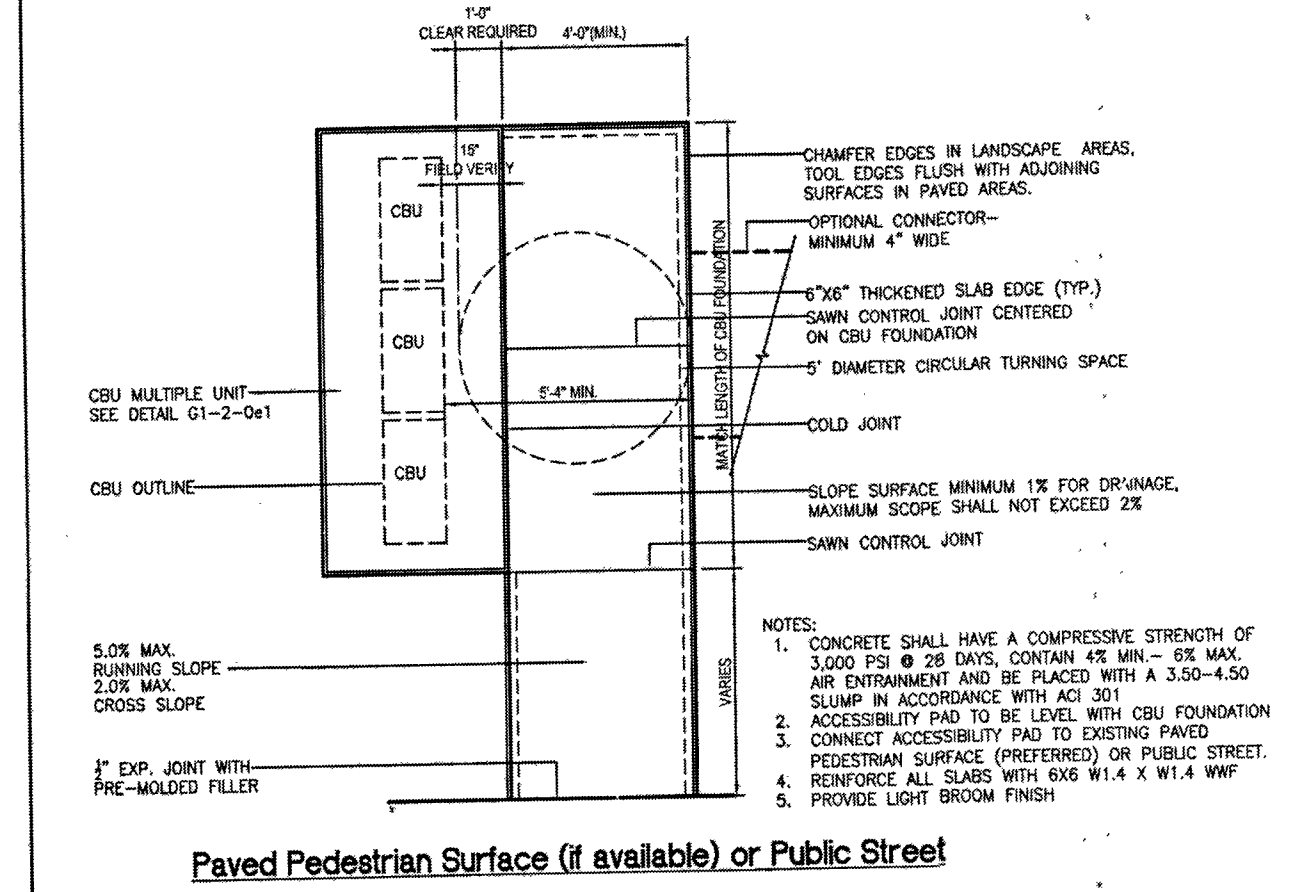
KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515

PAVEMENT MARKINGS,
 MAIL BOXES
 STREET SIGNS AND
 ROADWAY LIGHTING LAYOUT
 PROJECT NO. 13499

NOTES TO A/E:

- IF THE ACCESSIBLE ROUTE FROM THE CBU(S) CONNECTS WITH A STREET OR OTHER PAVED SURFACE AT A VERTICAL CURB, A CURB RAMP SHOULD BE INSTALLED IN ACCORDANCE WITH RE-4 REQUIREMENTS.

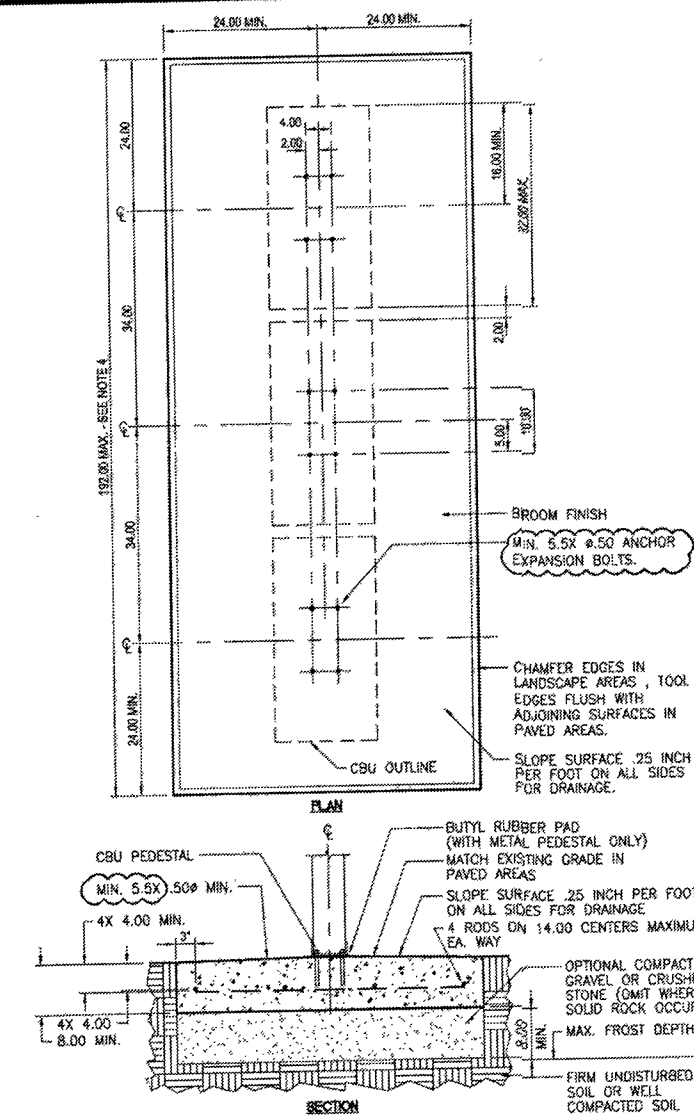
NOTE: TURNING SPACE MAY BE ON PUBLIC WALKWAY IF THE WALKWAY CONFORMS TO THE SLOPE REQUIREMENTS (MAXIMUM 2% SLOPE).



Detail: **CLUSTER BOX UNIT (CBU) ACCESS MANEUVERING SPACE - MULTIPLE UNIT**
 Scale: 1/4" = 1'-0"
 Date: 10/1/2016
 Author: G1-2-0 e3

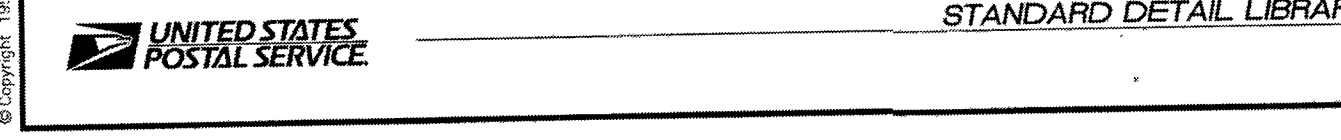


NOTES TO A/E:

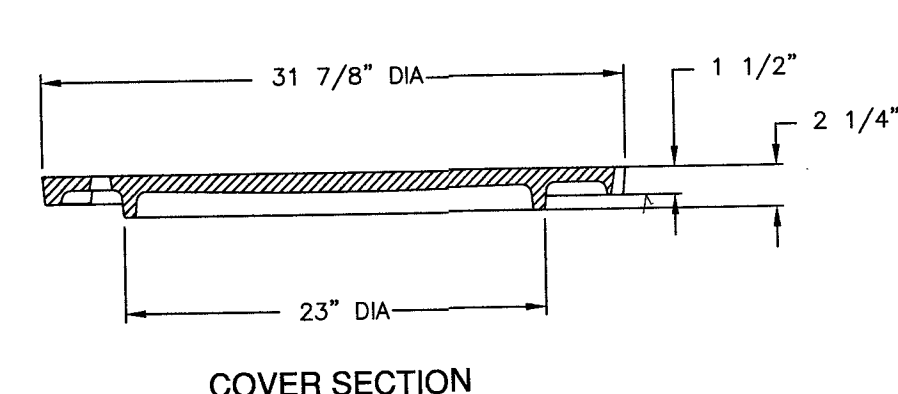
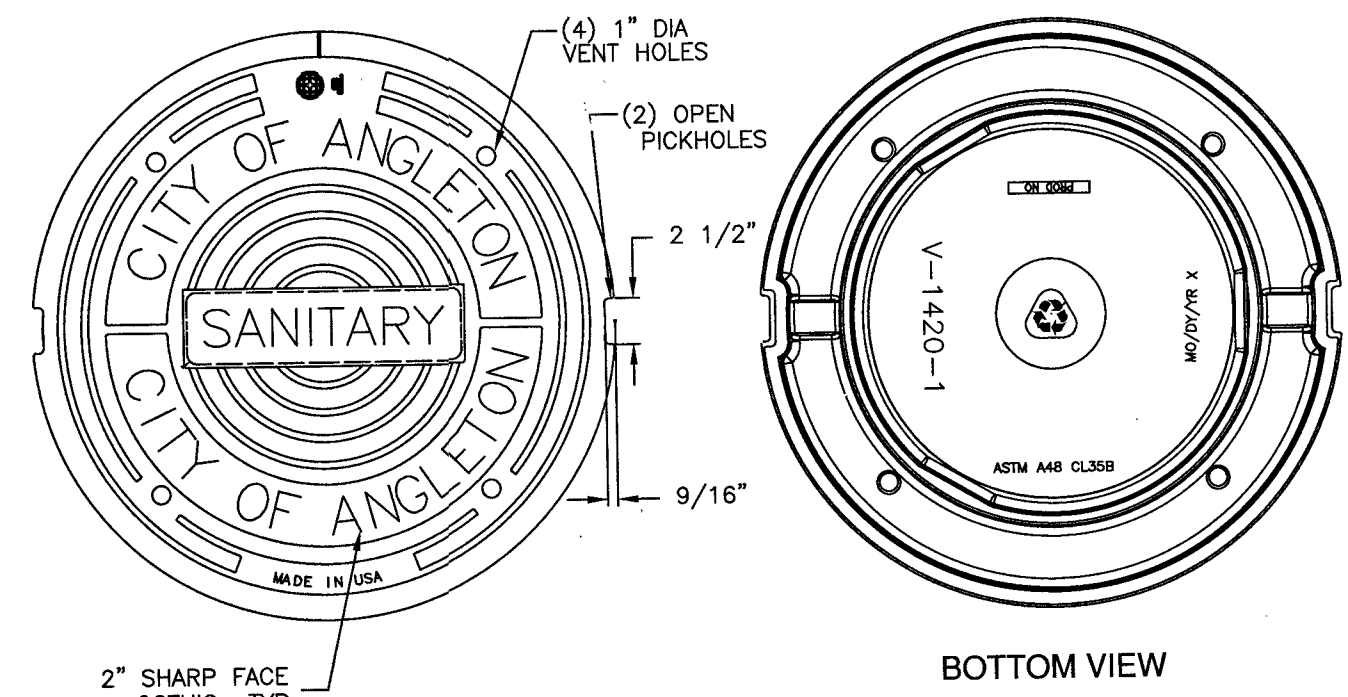


- NOTES:
- CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS, CONTAIN 4% AIR ENTRAINMENT AND BE PLACED WITH A 3:5:4:10 RATIO.
 - ACCESSIBILITY PAD TO BE LEVEL WITH CBU FOUNDATION.
 - CONNECT ACCESSIBILITY PAD TO EXISTING PAVED PEDESTRIAN SURFACE (PREFERRED) ON PUBLIC STREET.
 - REINFORCE ALL SLABS WITH 4#4 X 14\"/>

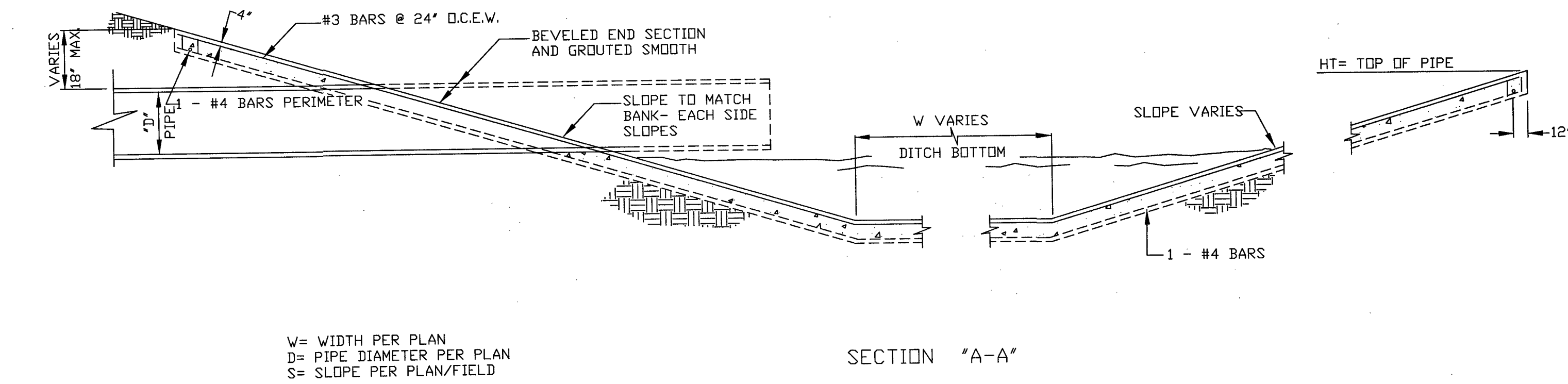
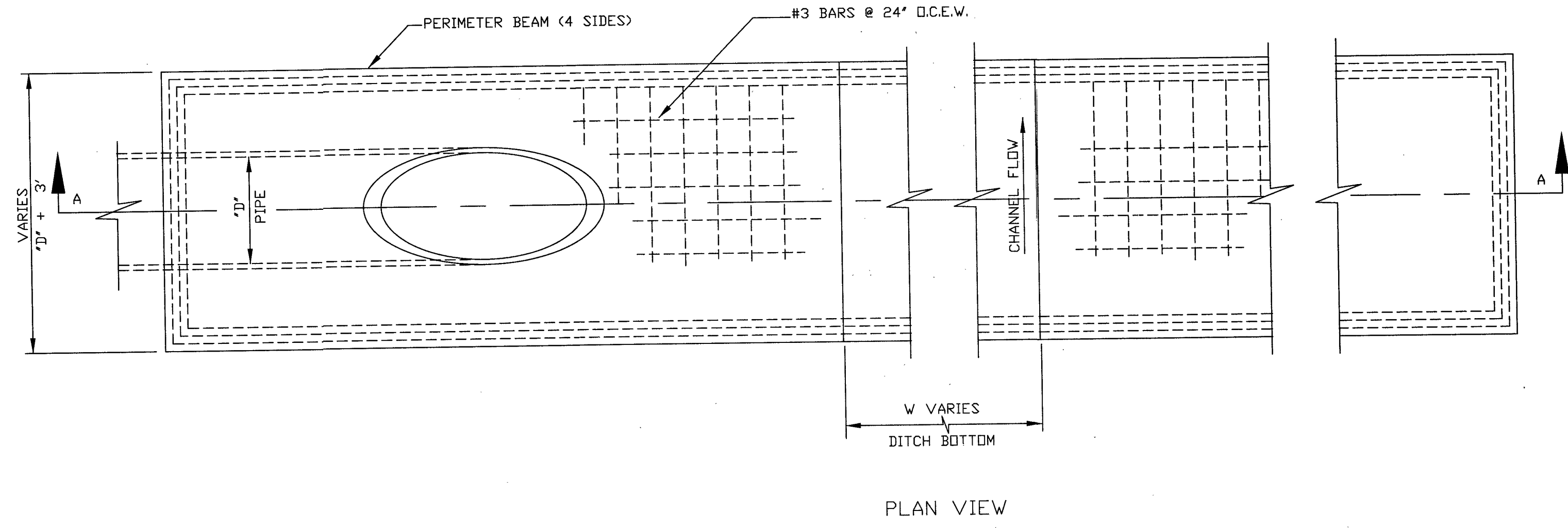
Detail: **CLUSTER BOX UNIT (CBU) INSTALLATION - MULTIPLE UNIT**
 Scale: 1/2" = 1'-0"
 Date: 10/1/2016
 Author: G1-2-0 e1



V1420-1 Cover



- NOTES:
- MATERIAL SPECIFICATION SHALL BE ASTM A-48 CLASS 35B.
 - COVER TO BE SOLID, WITHOUT HOLES AND WITH NON-PENETRATION RIM ACCESS RECESSES ONLY.
 - HORIZONTAL BEARING SURFACES TO BE MACHINED AND SEALED AT INSTALLATION WITH WATERPROOF GREASE COATING.
 - LOAD RATING TO BE HEAVY-DUTY.



W= WIDTH PER PLAN
 D= PIPE DIAMETER PER PLAN
 S= SLOPE PER PLAN/FIELD

TYPICAL DRAINAGE OUTFALL CHANNEL RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
1	9/23/20	REVISED SLOPE PAVING DETAIL	
REVISIONS			

DESIGNED	MS
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DATE	

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 PHONE: (979) 849-6661 FAX: (979) 849-4689
 REG. NO. F-825

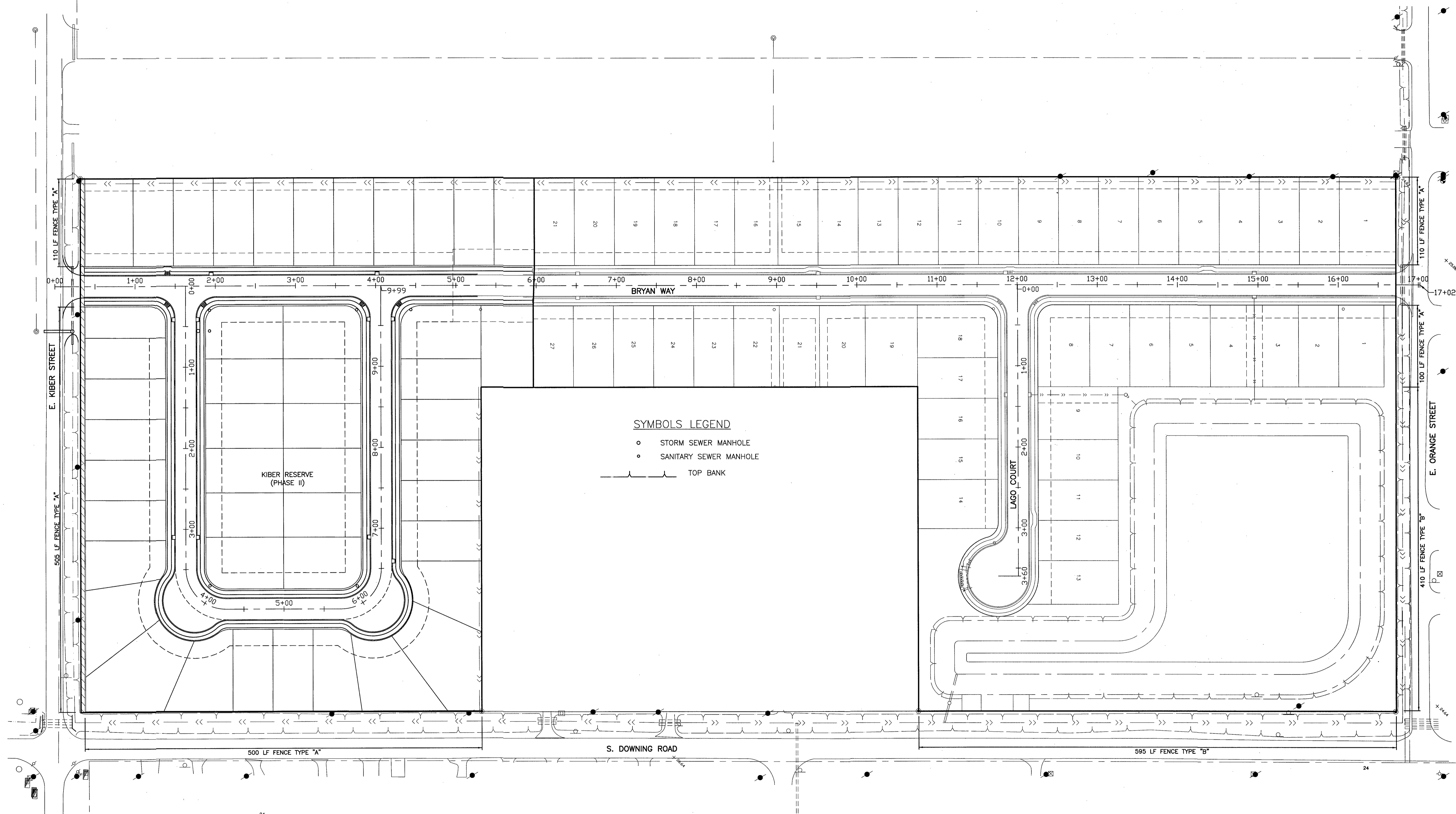
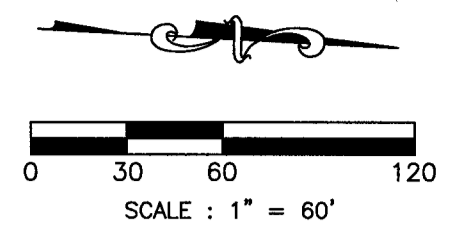
STATE OF TEXAS
 MIGUEL ANGEL A. SAUCEDA
 121992
 REGISTERED PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 5/7/21

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: 1" = 60'
 PROFILE:
 HORIZONTAL:
 VERTICAL:
KIBER RESERVE (PHASE I)
A 11.88 AC, 48-LOT SUBDIVISION
ANGLETON, TEXAS 77515

MISCELLANEOUS DETAILS
 PROJECT NO. 13499
 23
 13499 SHEET SET.dwg



SYMBOLS LEGEND

- STORM SEWER MANHOLE
- SANITARY SEWER MANHOLE
- TOP BANK

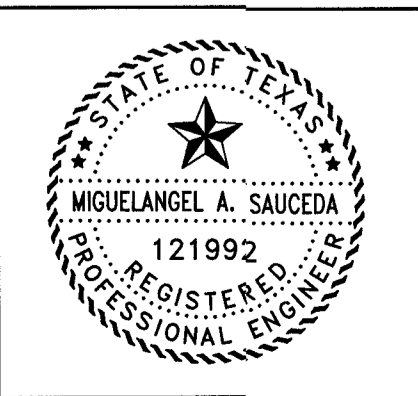
FENCE TYPE "A" = 6' WOOD (1325 LF)
 FENCE TYPE "B" = SHORT PICKET STYLE (1005 LF)

RECORD DRAWING

NO.	DATE	DESCRIPTION	APPROVED
1	9/23/20	REVISE WATER LOOP QUANTITY	
REVISIONS			

DESIGNED MS
 DRAWN BT
 CHECKED _____
 DATE _____

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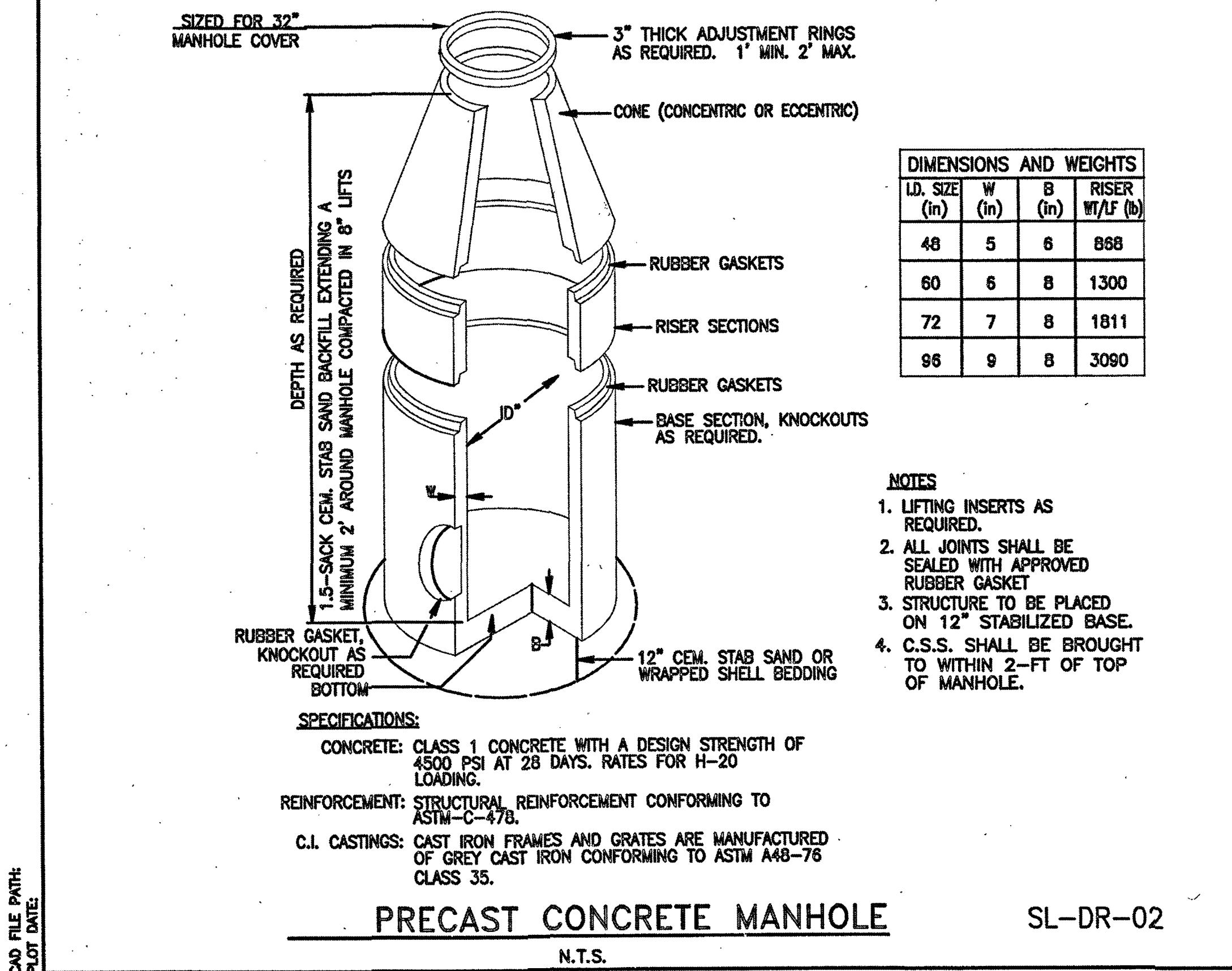
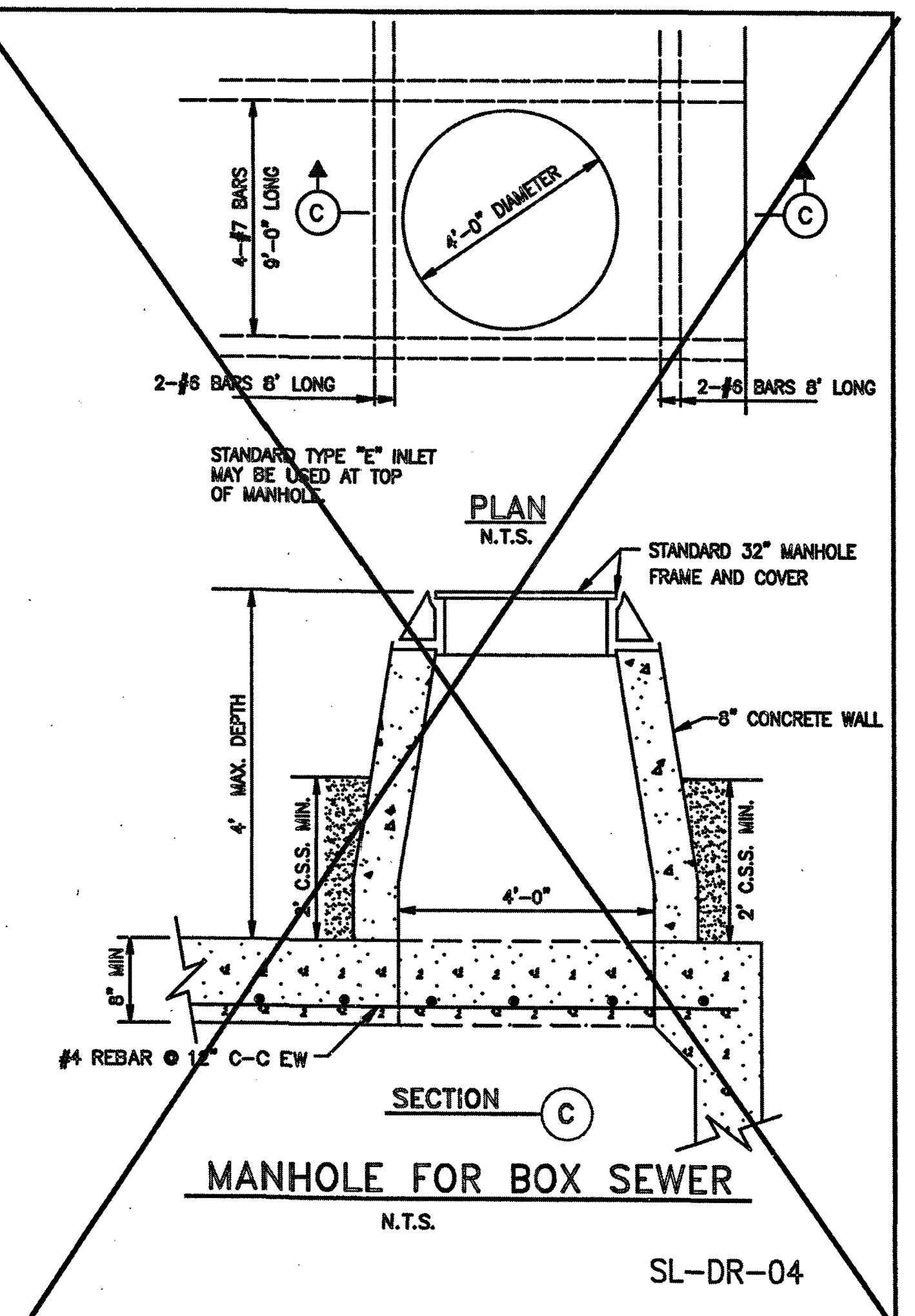
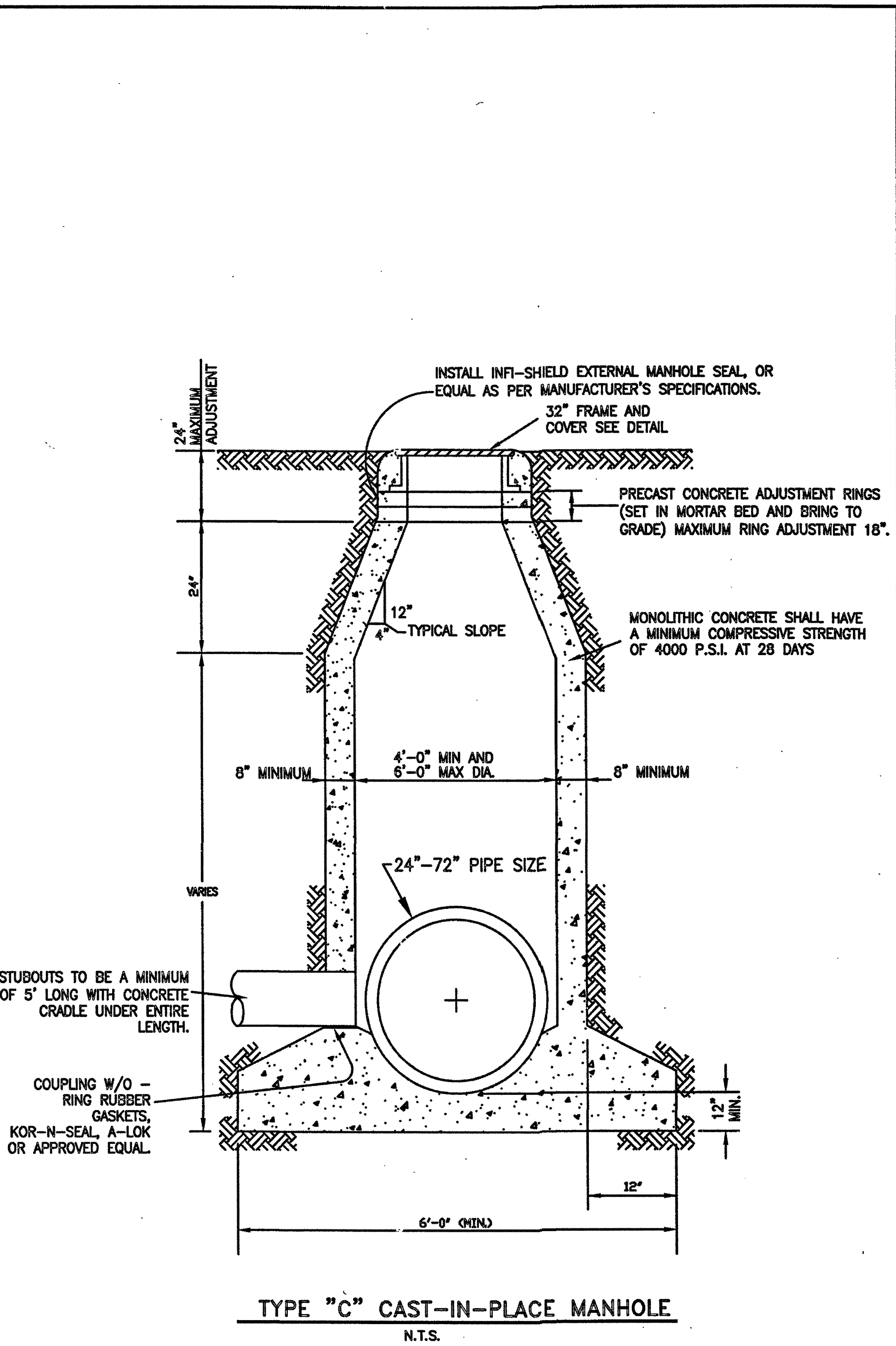
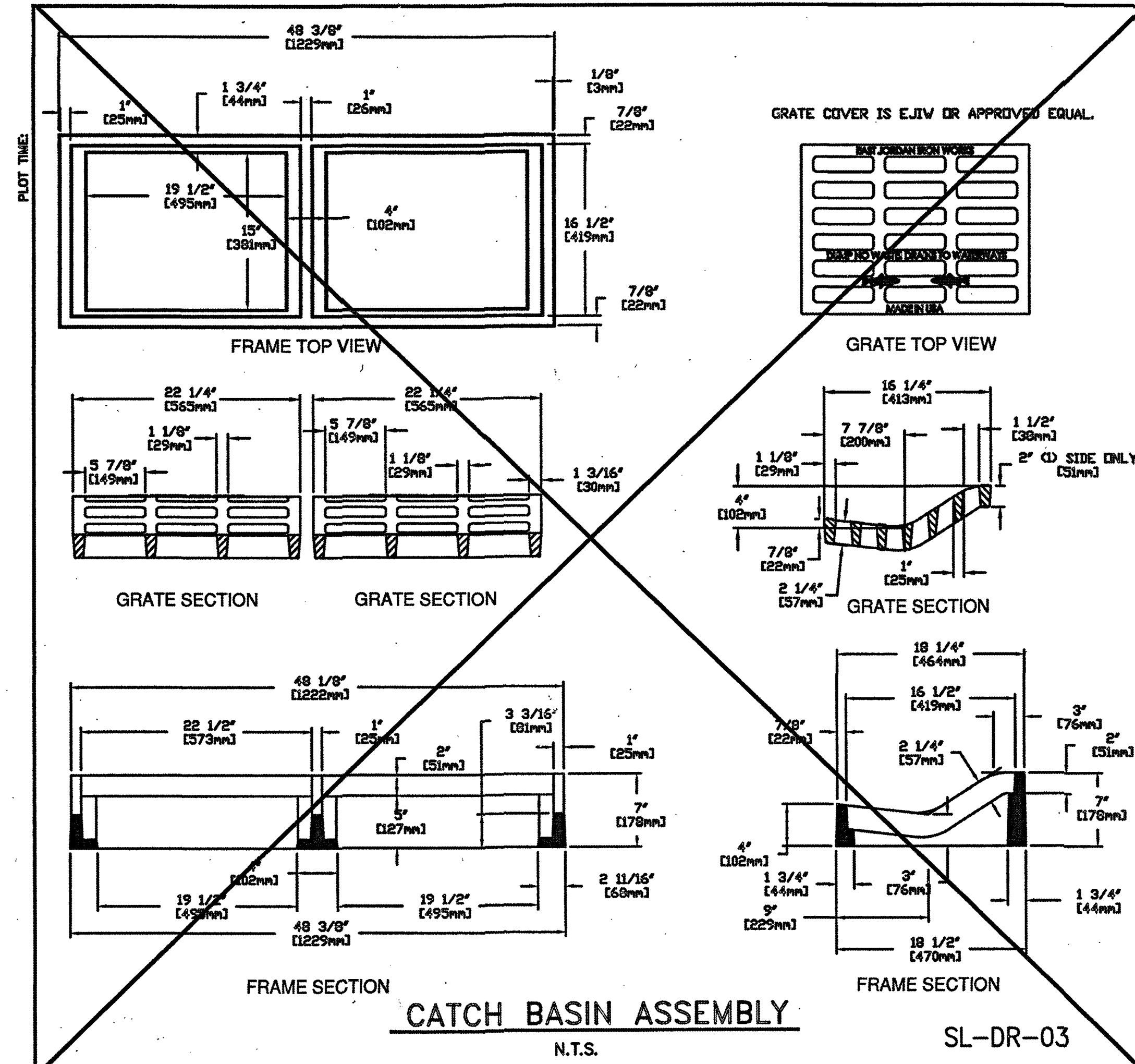
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PLAN: 1" = 60'
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 HORIZONTAL: _____
 VERTICAL: _____

KIBER RESERVE (PHASE I)
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 ANGLETON, TEXAS 77515

FENCE EXHIBIT
 PROJECT NO. 13499



STUBOUTS TO BE A MINIMUM OF 5' LONG WITH CONCRETE CRADLE UNDER ENTIRE LENGTH.

COUPLING W/O RING RUBBER GASKETS, KOR-N-SEAL, A-LOK OR APPROVED EQUAL.

GENERAL CONSTRUCTION NOTES:

1. ALL CAST CONCRETE BASES AND WALLS SHALL HAVE # 4 REBAR @ 12" C-C EW
2. CONCRETE SHALL BE 3000 PSI MIN.
3. USE C.S.S. BEDDING AS PER DETAILS 1 1/2" SK, COMPACTED 8" LIFTS (MAX.), TO 95% STANDARD.

REFER TO:

1. GENERAL NOTES, C.S.S. & CONCRETE NOTES.
2. STORM SEWER NOTES

NOTES:

1. CONCRETE SHALL BE A MONOLITHIC POUR.
2. #4 REBAR TO BE PLACED IN BASE AND WALLS @ 12" C-C EW.
3. 1-1/2" C.S.S. BACKFILL TO BE PLACED AROUND MANHOLE COMPACTED IN 8" LIFTS (MAX).

DESIGNER: _____ **DATE:** _____

CITY OF SUGAR LAND, TEXAS
ENGINEERING DEPARTMENT

CONSTRUCTION PLANS FOR:

STORM SEWER MANHOLE CONSTRUCTION DETAILS

JOB No.: _____ **DATE:** _____

DESIGNED BY: _____ **DRAWN BY:** _____

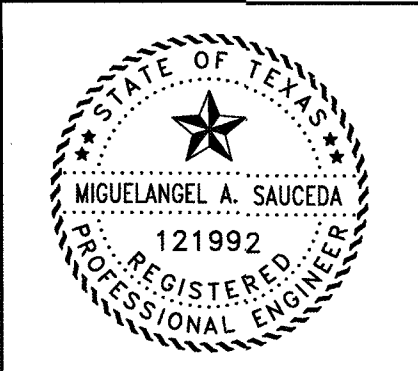
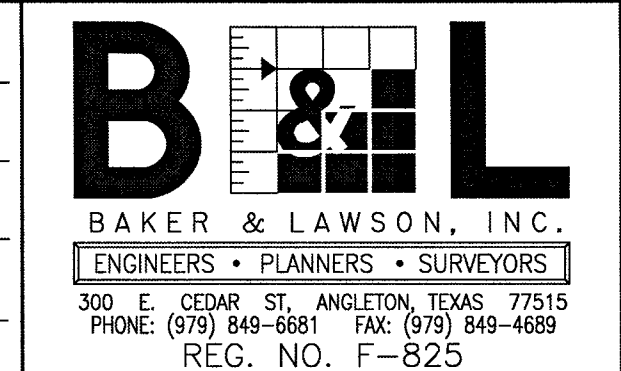
CHECKED BY: _____ **SCALE:** _____

SL-03
SHEET OF

NO. DATE DESCRIPTION APPROVED

REVISIONS

DESIGNED MS
DRAWN BT
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DATE _____



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Date: 3/16/20

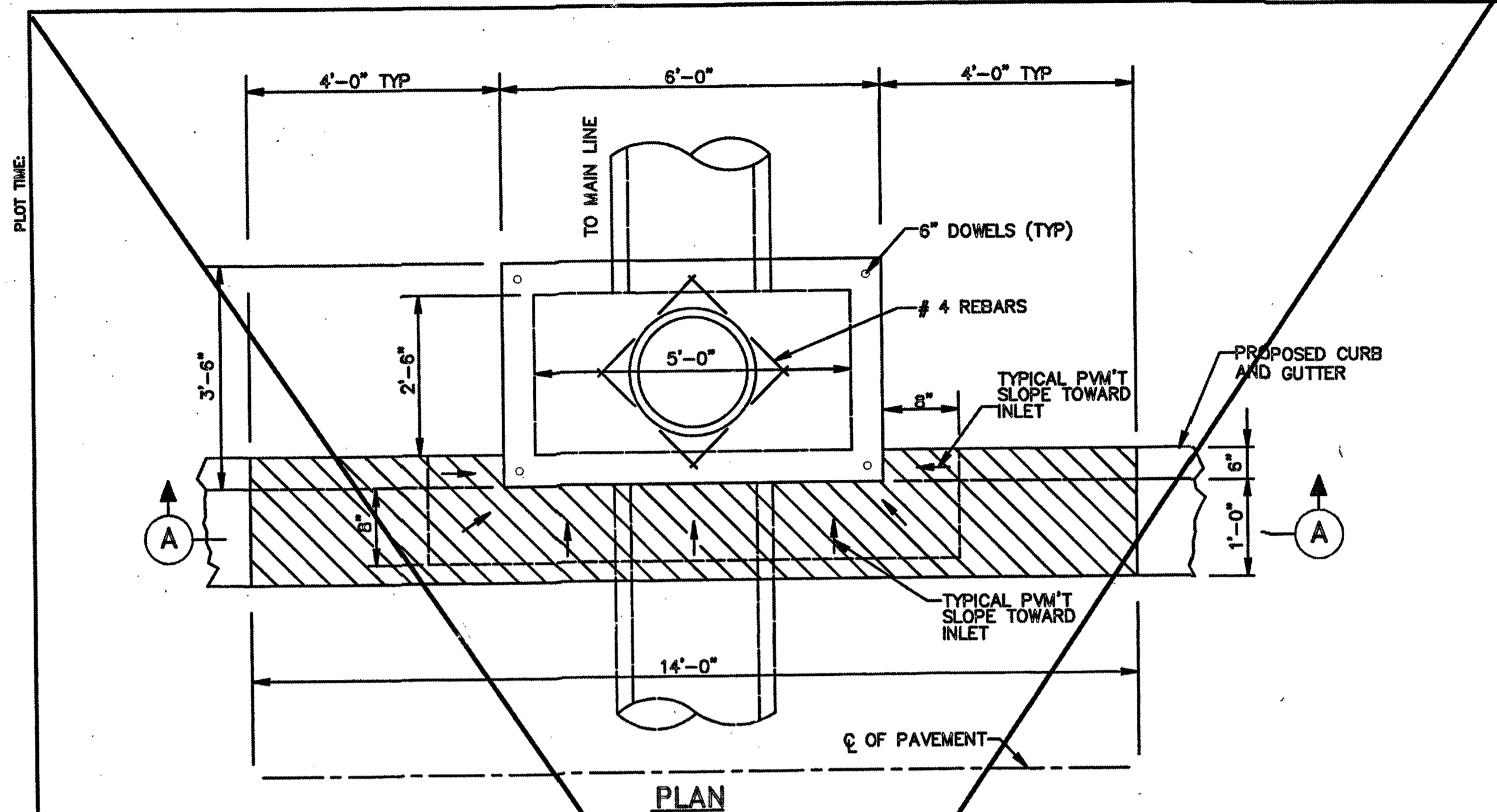
OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
185 CEDAR POINT DRIVE
LIVINGSTON, TX 77351
936-646-6767

PLAN: _____
PROFILE: _____
HORIZONTAL: _____
VERTICAL: _____

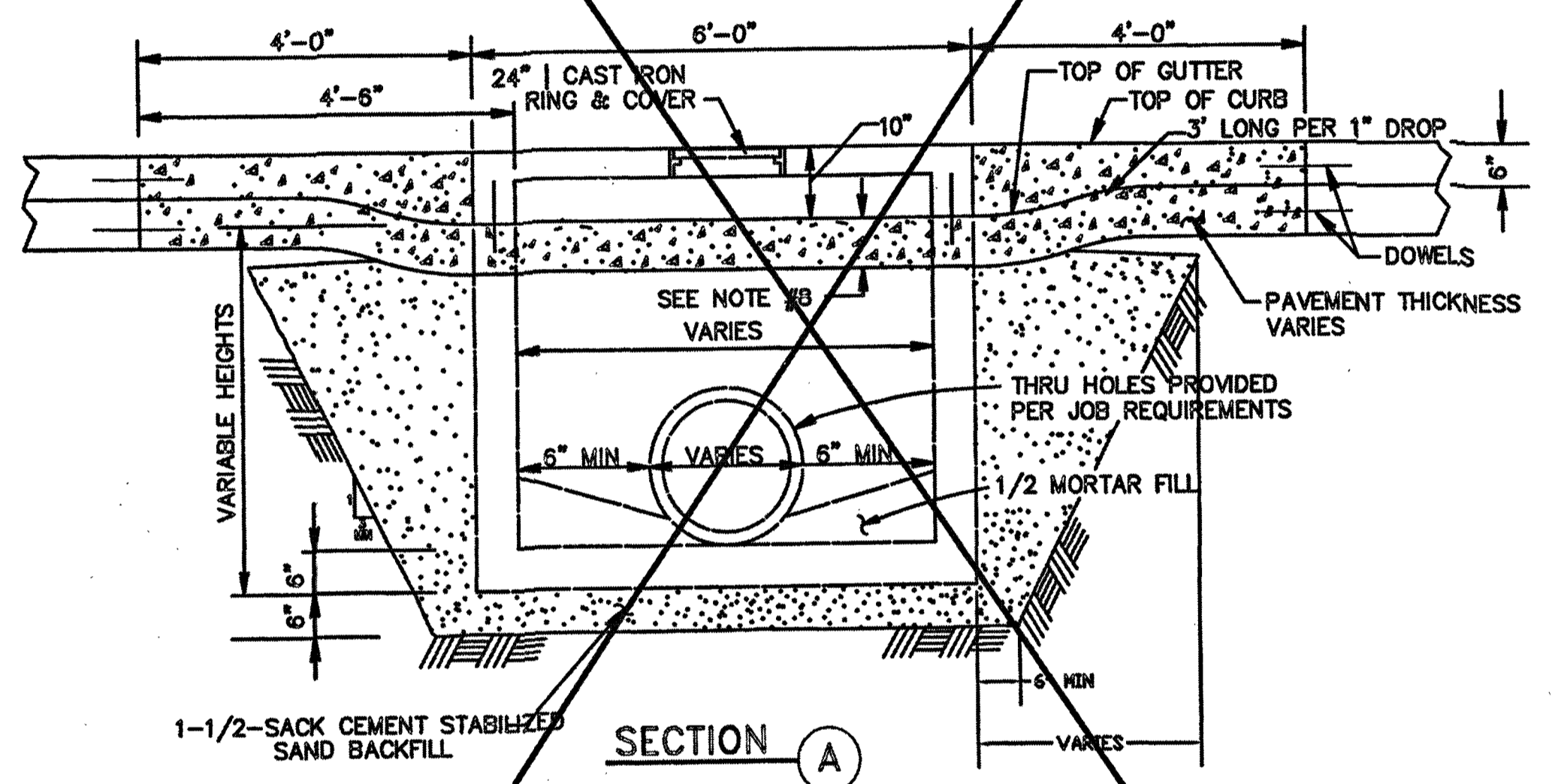
KIBER RESERVE
A 19.84 AC, 93-LOT SUBDIVISION
ANGLETON, TEXAS 77515

STORM SEWER MANHOLE CONSTRUCTION DETAILS
SL-03

PROJECT NO. 13499



PLAN



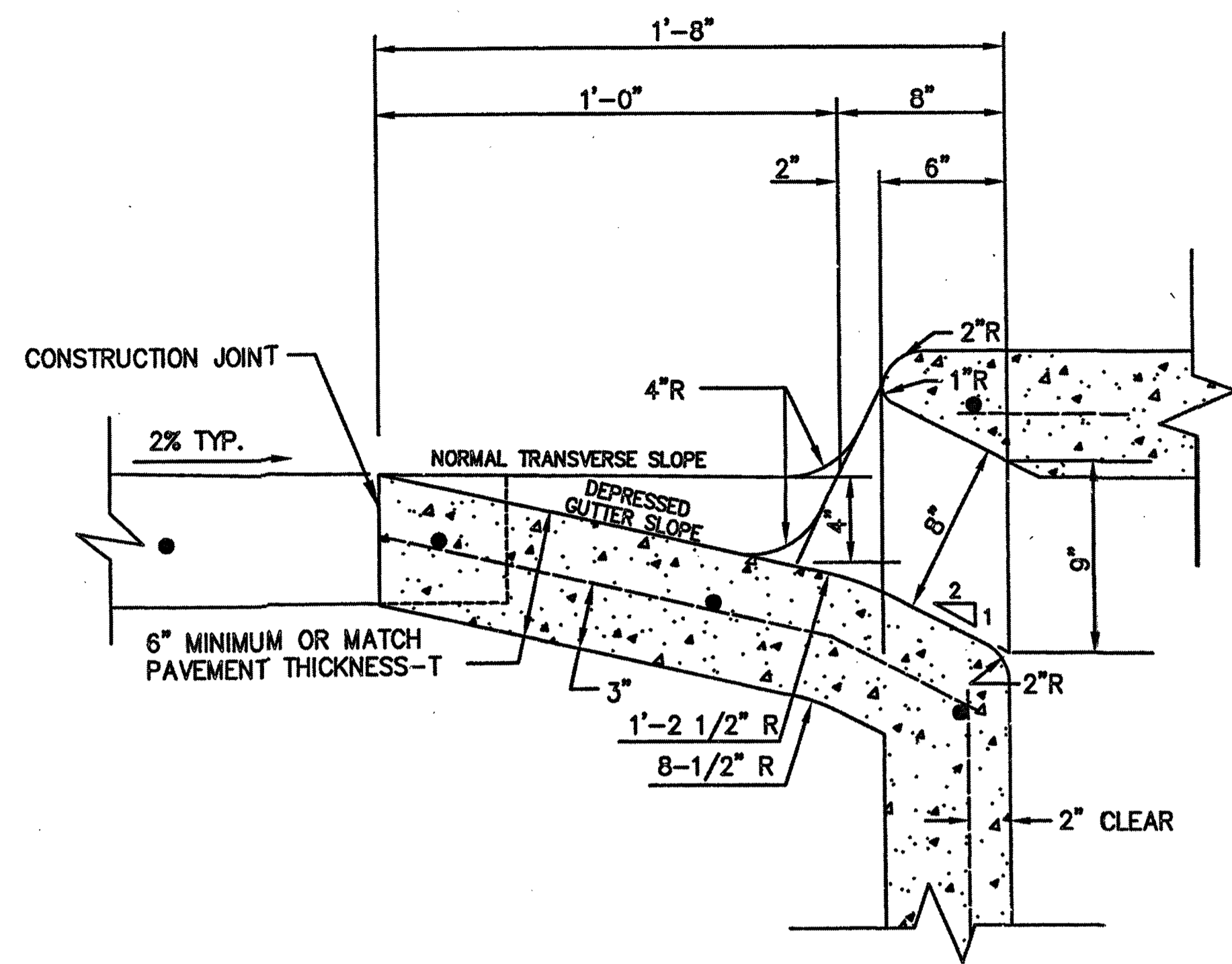
SECTION A

TYPE "H-2" INLET

SL-DR-25

NOTES:

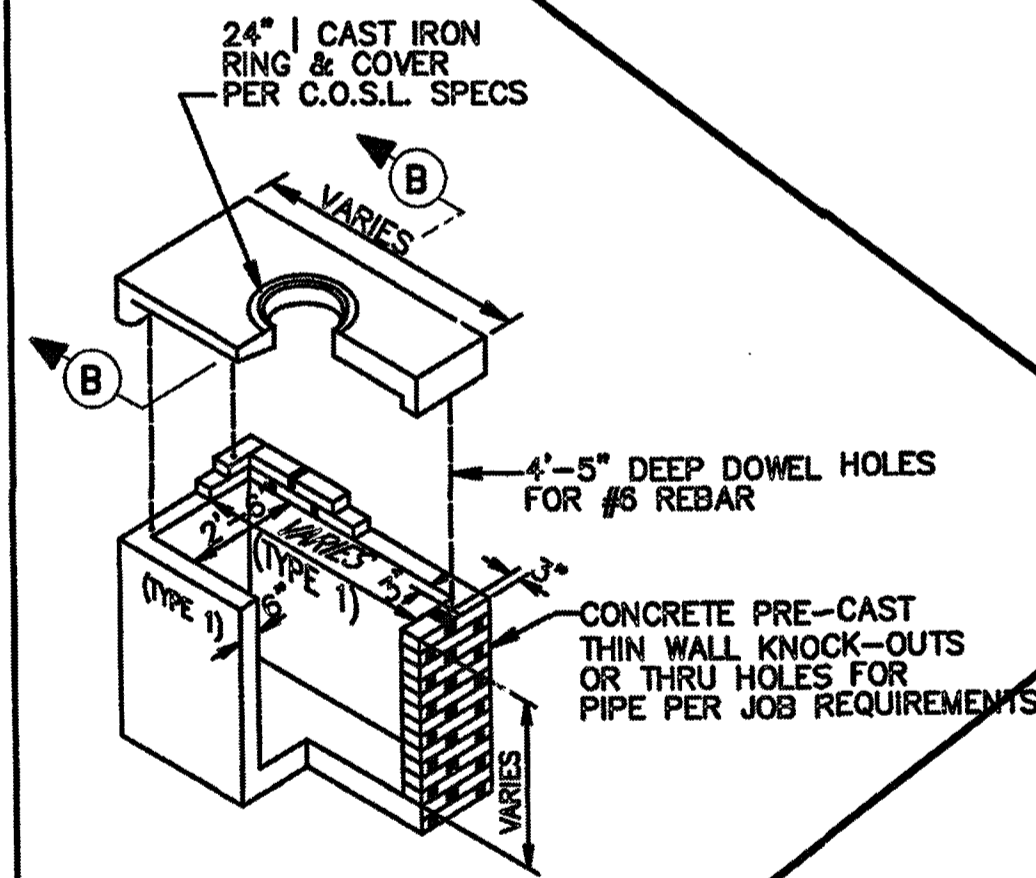
1. INLET WALLS MAY BE EXTENDED USING PRECAST RISER SECTION.
2. INLET TOPS MUST BE SECURED TO THE INLET WALL USING #5 DOWELS DRILLED AND GROUTED A MINIMUM DEPTH OF 5" INTO THE INLET WALL. A PLAN PREPARED BY THE MANUFACTURER MUST BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION. THE PLAN SHOULD DETAIL CONNECTIONS AND SEALING OF JOINTS.
3. PRECAST INLET TOPS SHALL NOT UTILIZE MULTIPLE ONE-FOOT SECTIONS TO ACHIEVE GRADE.
4. INLET BACKFILL SHALL BE CEMENT STABILIZED SAND TO THE TOP OF THE INLET FIRST STAGE.
5. GRADE 60 REINFORCEMENT. #4 STEEL REBAR TO CONFORM TO ASTM A615 ON REQUIRED CENTERS OR EQUAL.
6. PRECAST INLET MUST BE CONSTRUCTED TO SPECIFICATIONS REQUIRED BY APPROVED DRAWINGS. (SEE GENERAL NOTES).
7. TOPS POURED-IN-PLACE REQUIRE #4 REBAR @ 12" C-C EACH WAY, 4,500 PSI CONCRETE MINIMUM AND 3" THICK MINIMUM.
8. PAVEMENT DEPTH AT INLET SHALL BE EQUAL TO OR GREATER THAN REQUIRED PAVEMENT DEPTH.
9. DEPRESS GUTTER TO INLET.
10. ALL SIDES OF ALL INLETS MUST BE COMPACTED.
11. REFER TO GEOTECHNICAL REPORTS FOR RECOMMENDED TRENCH SIDE SLOPES.



THROAT DETAIL FOR STANDARD INLETS ON CONCRETE STREETS

SCALE: N.T.S.

SL-DR-40



SECTION B

TYPE "H-2" PRECAST INLET

N.T.S.

SL-DR-26

REFER TO:

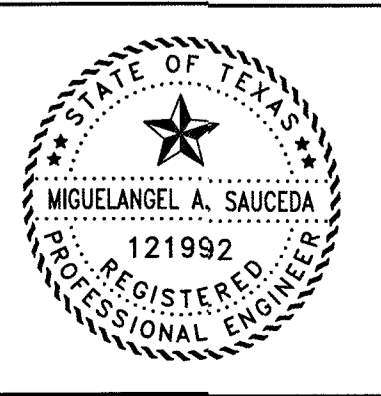
1. GENERAL NOTES
2. SEE C.S.S., PAVEMENT NOTES

No.	DATE	REVISION
CITY OF SUGAR LAND, TEXAS ENGINEERING DEPARTMENT		
CONSTRUCTION PLANS FOR:		
STORM SEWER INLET CONSTRUCTION DETAILS II		
JOB No.:	DATE:	SL-08
DESIGNED BY:	DRAWN BY:	SHEET OF
CHECKED BY:	SCALE:	

CAD FILE PATH: PLOT DATE:

DESIGNED	MS		
DRAWN	BT		
CHECKED			
DATE			
NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

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 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 300 CEDAR ST. ANGLETON, TEXAS 77515
 PHONE: (979) 849-6681 FAX: (979) 849-4689
 REG. NO. F-825



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 Date: 3/16/20

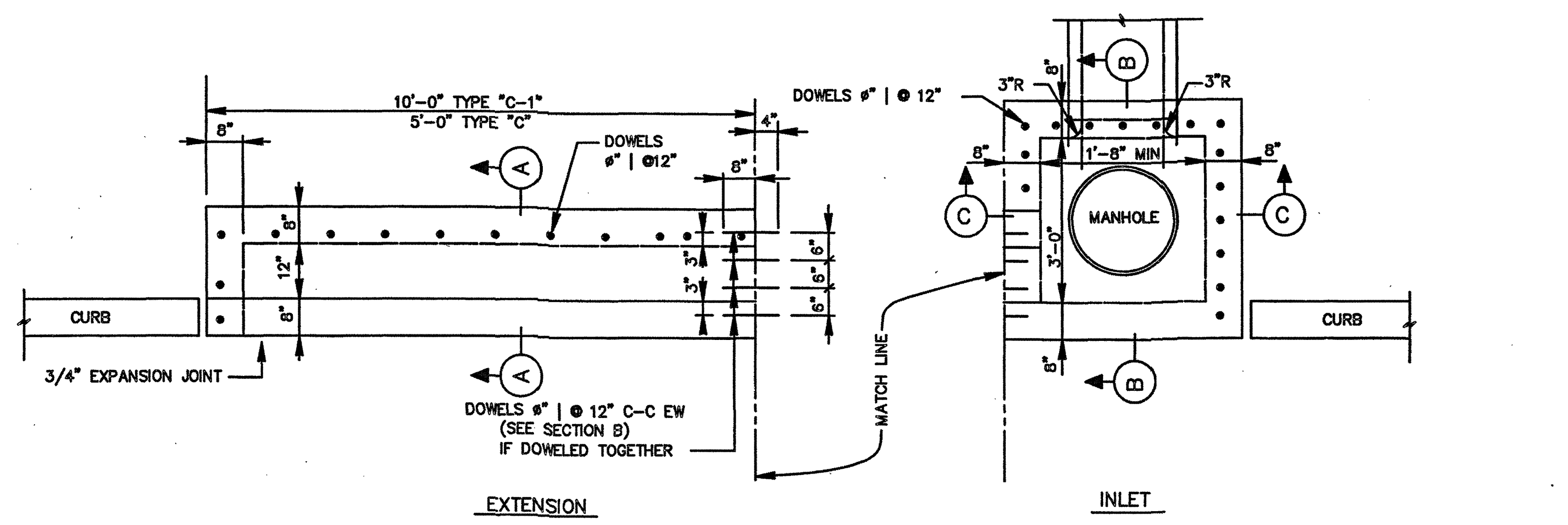
OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: _____
 PROFILE: _____
 HORIZONTAL: _____
 VERTICAL: _____

KIBER RESERVE
 A 19.84 AC, 93-LOT SUBDIVISION
 ANGLETON, TEXAS 77515

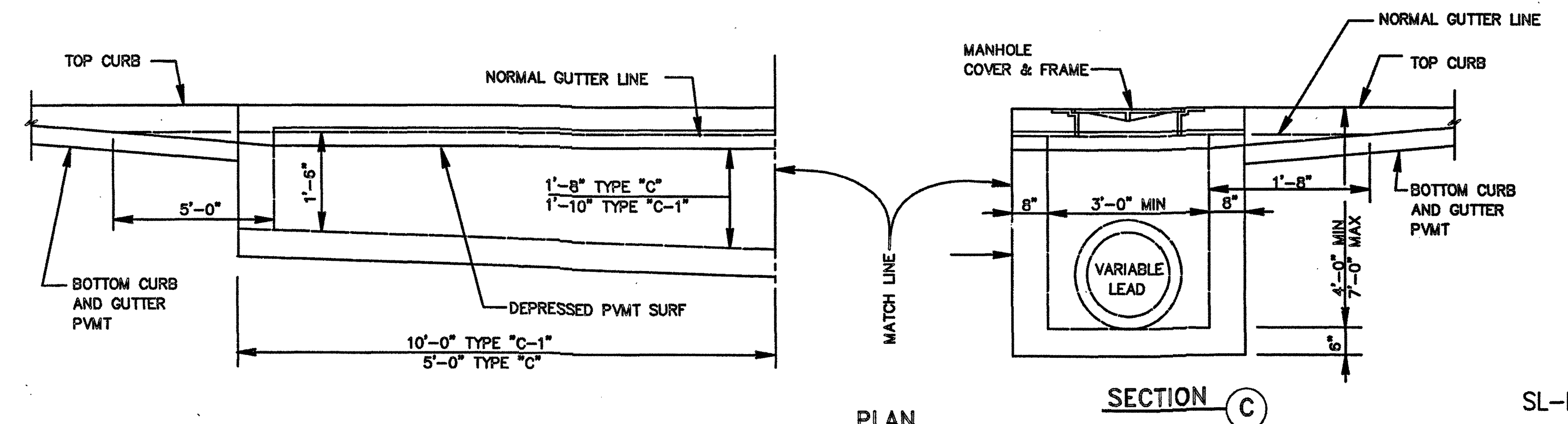
STORM SEWER INLET
 CONSTRUCTION DETAILS II
 SL-08
 PROJECT NO. 13499

PLOT TIME:

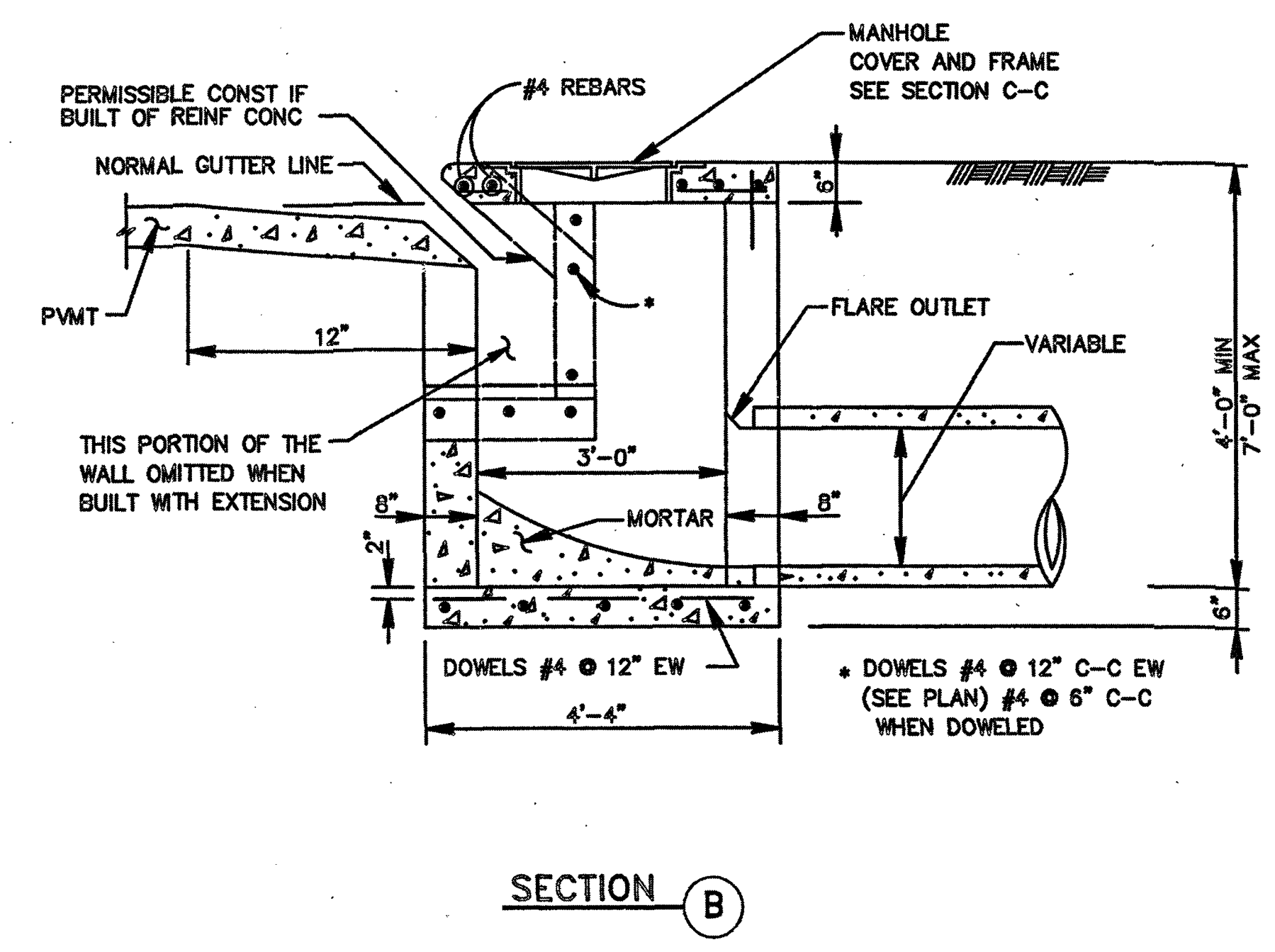


GENERAL NOTES:
TYPE "C" INLET WITH ONE EXTENSION
TYPE "C-1" INLET WITH DOUBLE EXTENSION
TYPE "C-2" INLET WITH EXTEN. ON EACH SIDE
TYPE "C-2A" INLET WITH NO EXTENSION

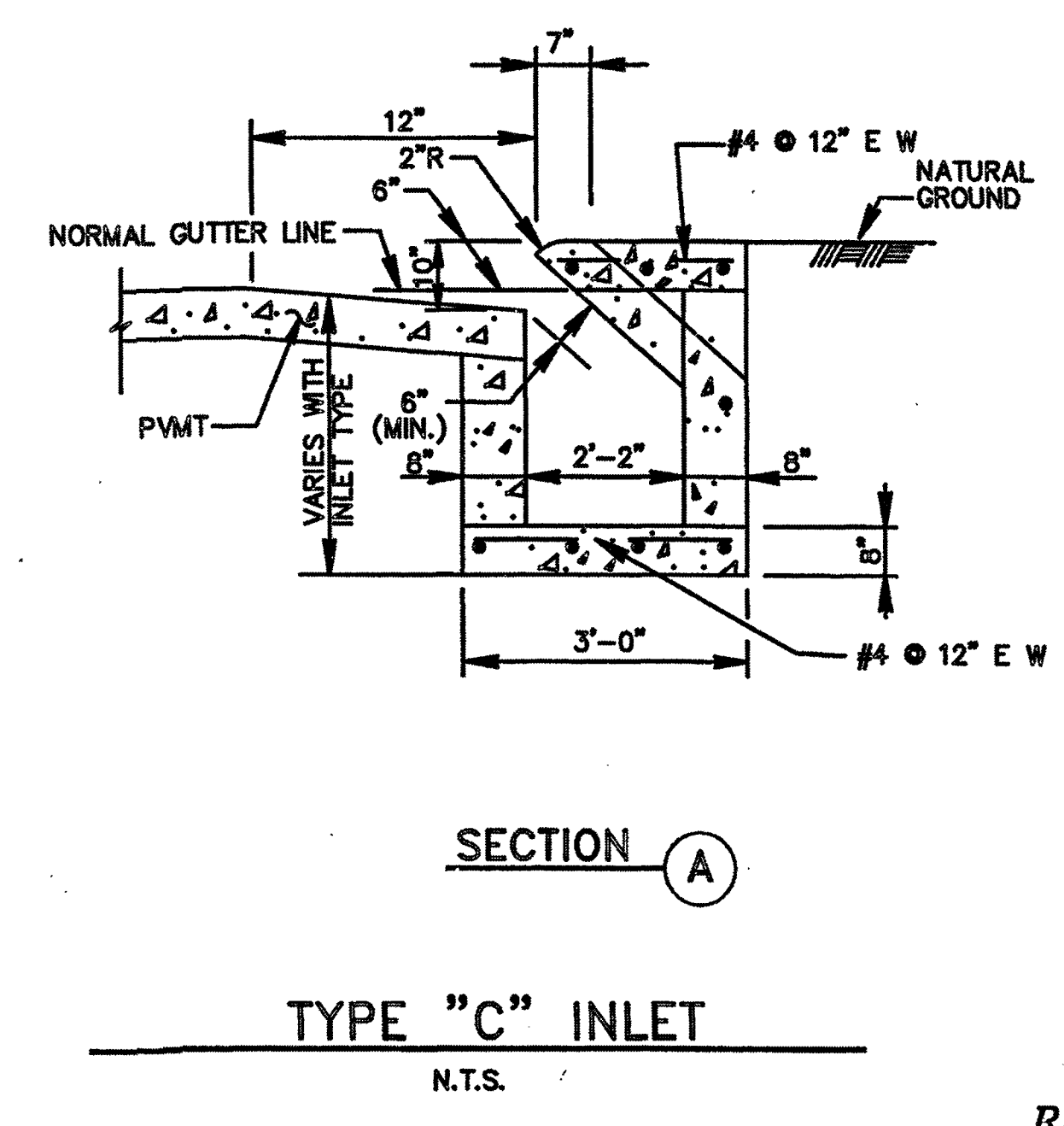
NOTES:
1. FOR TYPE "C-1" INLETS PROVIDE A CENTER 6"x6" COLUMNS IN THE CURB LINE BETWEEN ALL EXTENSIONS.
2. WALLS TO BE 8" IF BUILT WITH REINFORCED CONCRETE. BRICK WALLS ARE NOT ALLOWED.



SL-DR-27



SECTION B

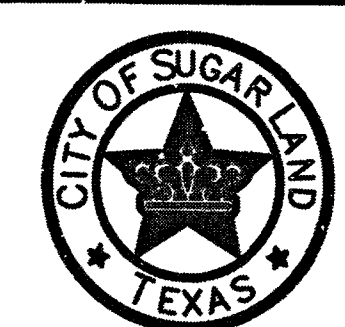


SECTION A

TYPE "C" INLET
N.T.S.

SL-DR-28

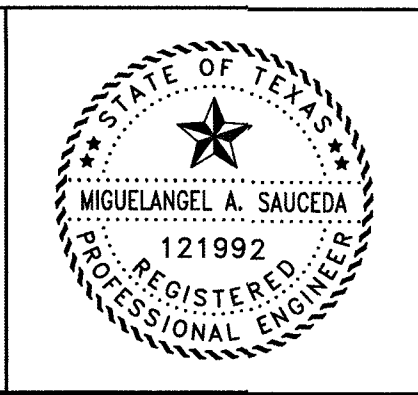
REFER TO:
1. GENERAL NOTES
2. STORM SEWER NOTES

No.	DATE	REVISIONS
 CITY OF SUGAR LAND, TEXAS ENGINEERING DEPARTMENT		
CONSTRUCTION PLANS FOR:		
STORM SEWER INLET CONSTRUCTION DETAILS III		
JOB No.:	SL-09	SHEET OF
DATE:		
DESIGNED BY:		
DRAWN BY:		
CHECKED BY:		
SCALE:		

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PLOT DATE:

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DATE			
REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED

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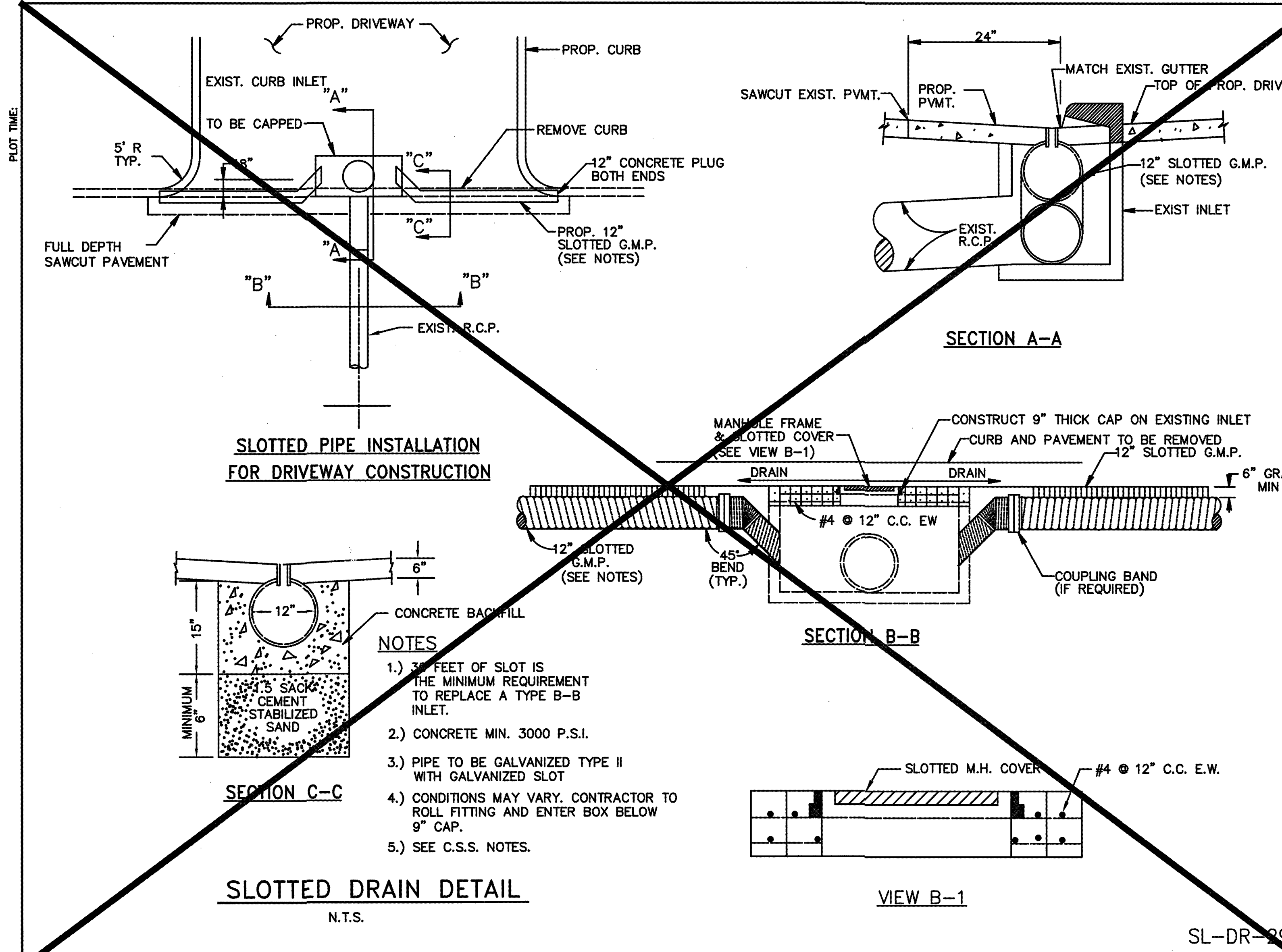
OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
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936-646-6767

PLAN: _____
PROFILE: _____
HORIZONTAL: _____
VERTICAL: _____

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STORM SEWER INLET
CONSTRUCTION DETAILS III
SL-09

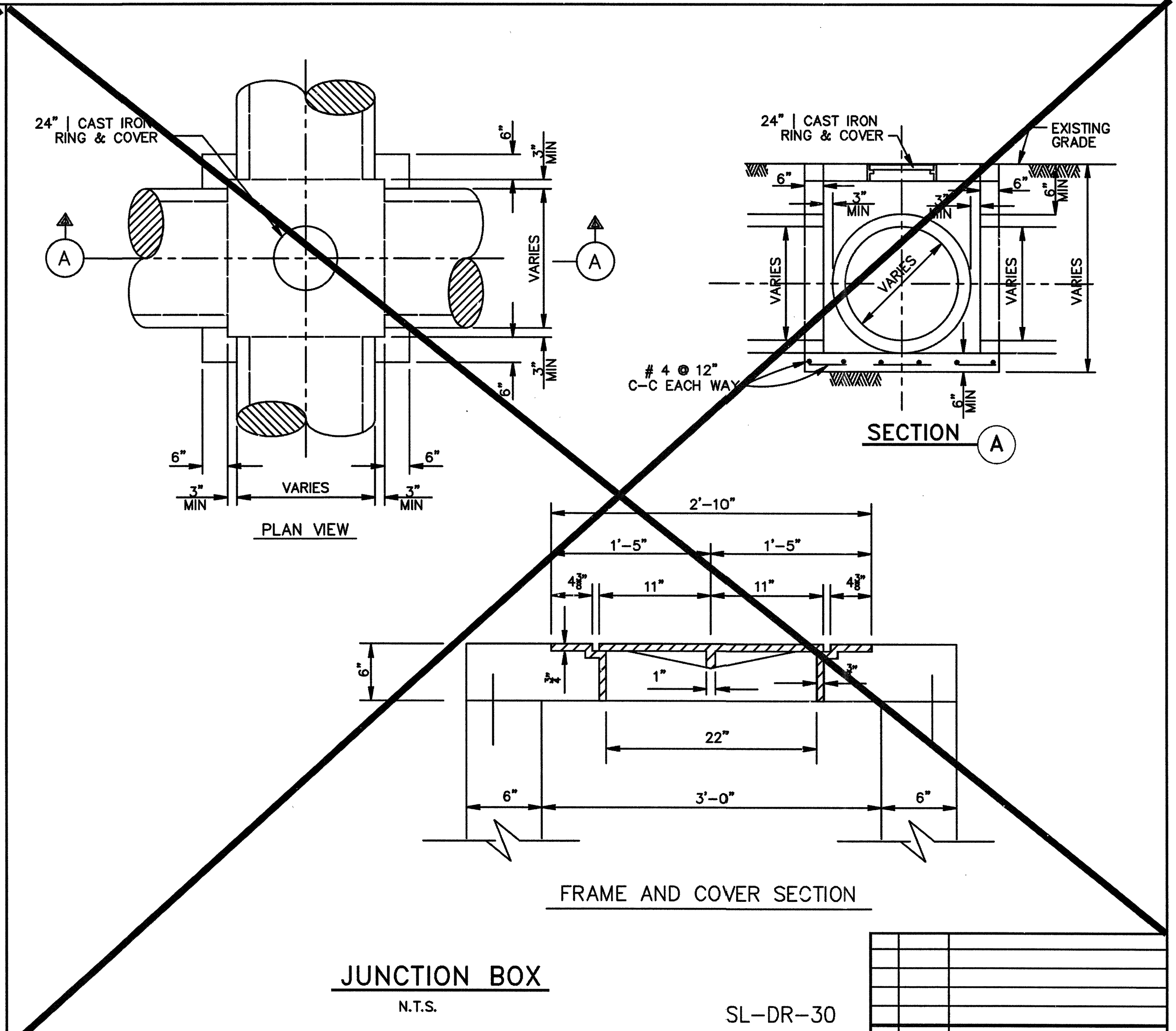
PROJECT NO. 13499



SLOTTED PIPE INSTALLATION FOR DRIVEWAY CONSTRUCTION

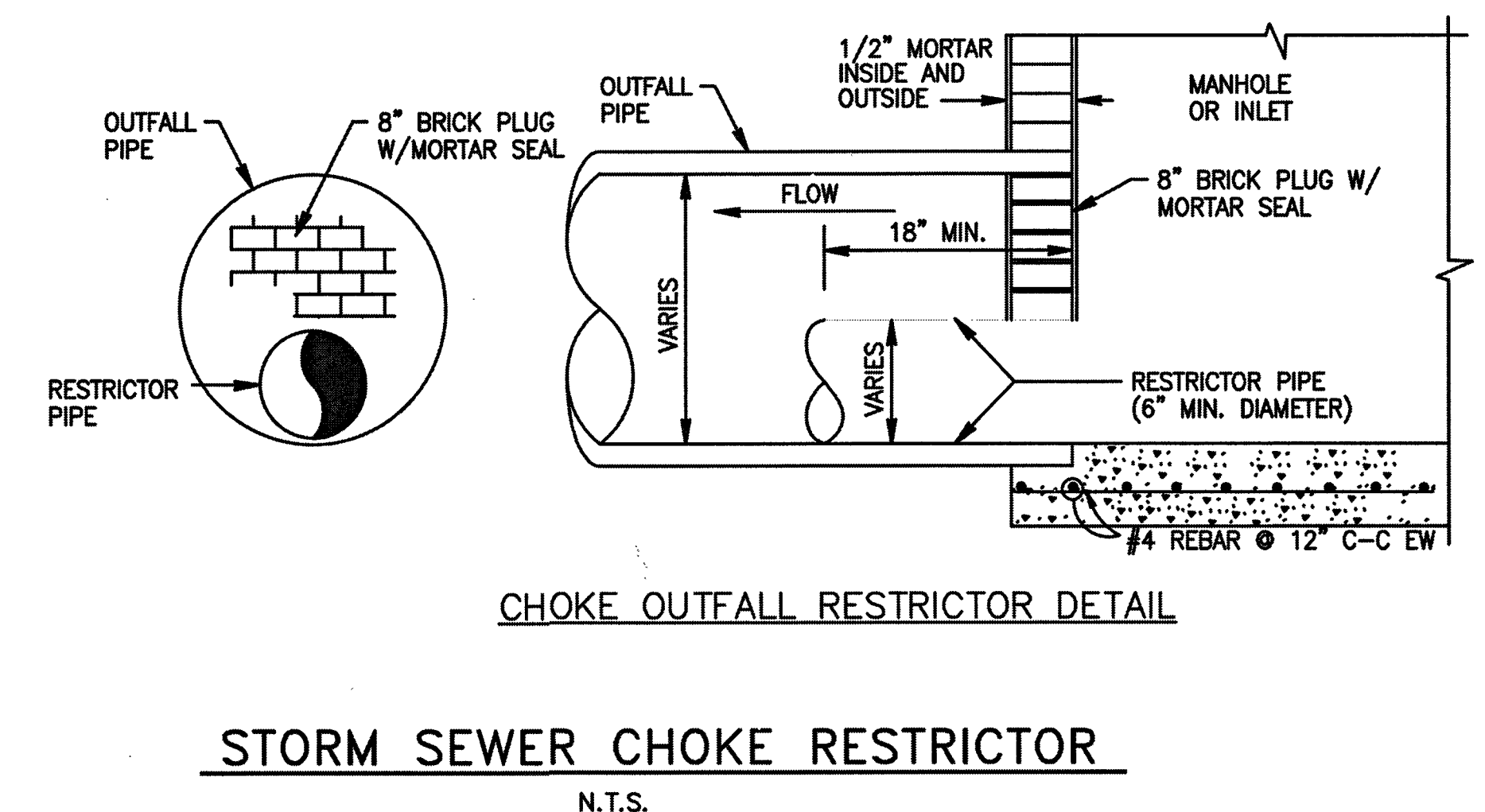
SLOTTED DRAIN DETAIL

N.T.S.



JUNCTION BOX

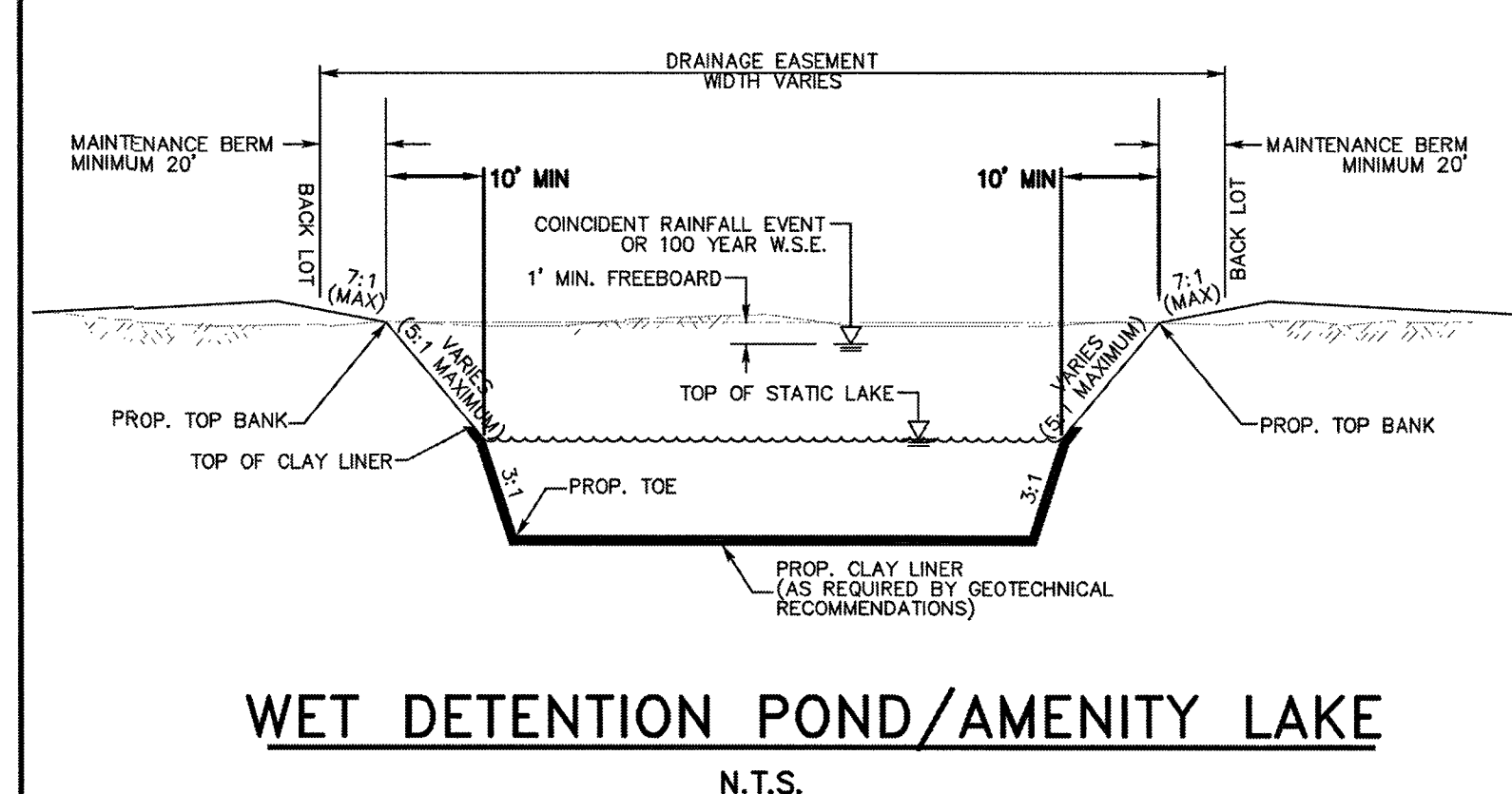
N.T.S.



STORM SEWER CHOKO RESTRICTOR

N.T.S.

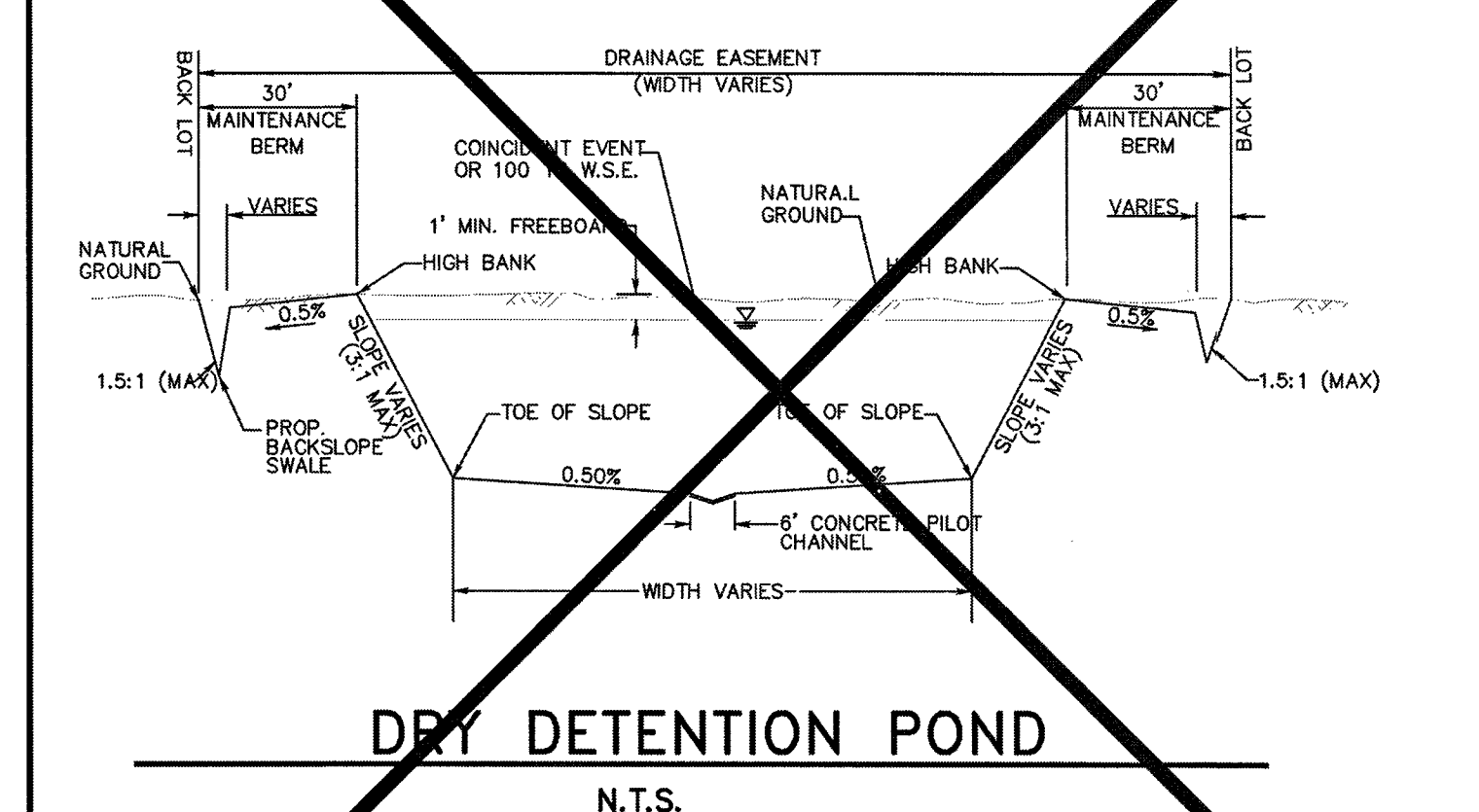
SL-DR-31



WET DETENTION POND/AMENITY LAKE

N.T.S.

SL-DR-32



N.T.S.

SL-DR-33


REFER TO:

1. GENERAL NOTES
2. STORM SEWER NOTES

No.	DATE	REVISION

SEAL: _____

DESIGN ENGINEER: _____ DATE: _____



CITY OF SUGAR LAND, TEXAS
ENGINEERING DEPARTMENT

CONSTRUCTION PLANS FOR:

STORM SEWER CONSTRUCTION DETAILS

JOB No.: _____
DATE: _____
DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: _____

SL-10


SHEET OF _____

0:00 FILE PATH:
PLOT DATE:

NO.	DATE	DESCRIPTION	APPROVED

DESIGNED MS
DRAWN BT
CHECKED _____
DATE _____

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PHONE: (979) 849-6681 FAX: (979) 849-4689
REG. NO. F-825



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Date: 3/16/20

OWNER:
**CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
185 CEDAR POINT DRIVE
LIVINGSTON, TX 77351
936-646-6767**

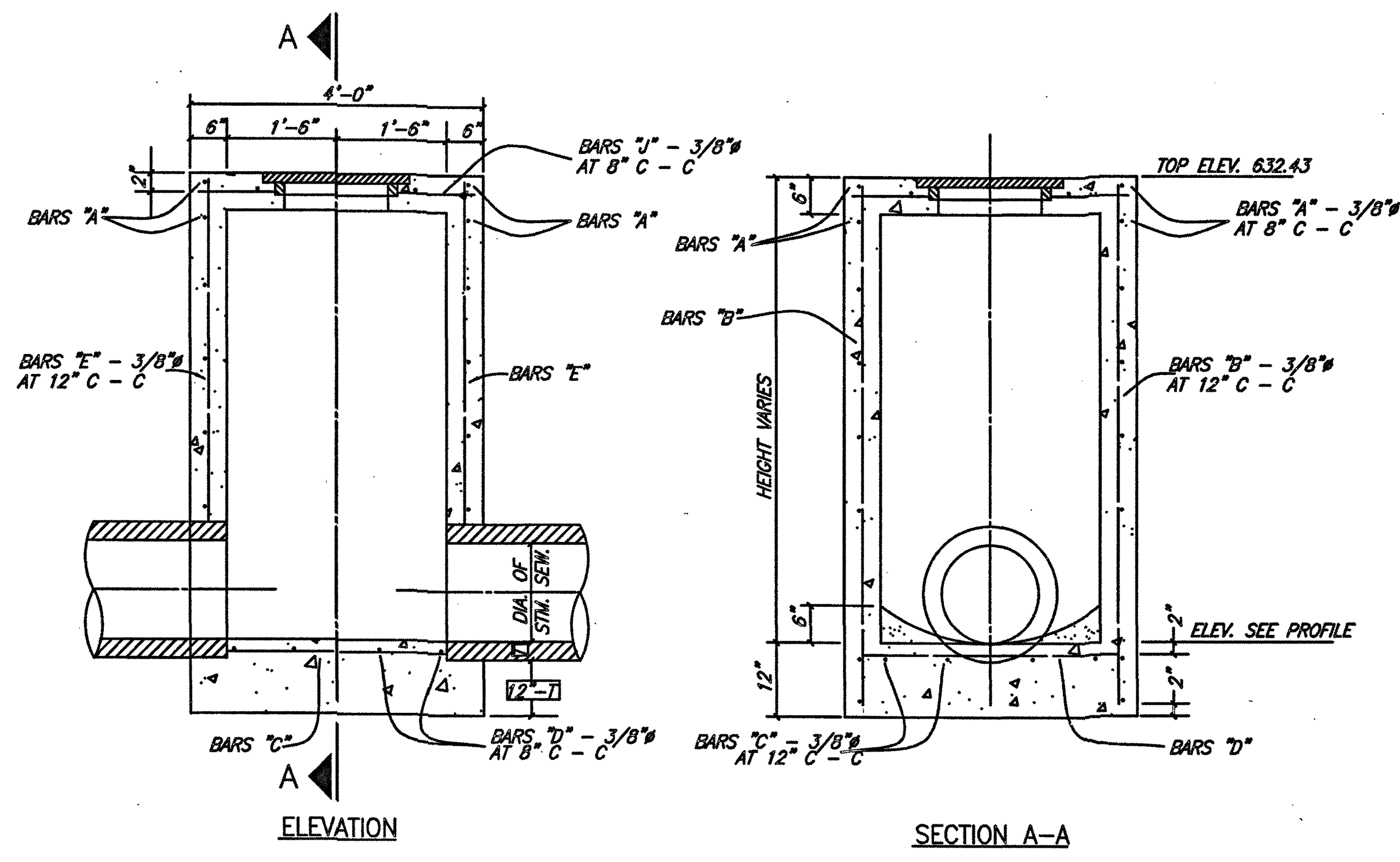
PLAN: _____
PROFILE: _____
HORIZONTAL: _____
VERTICAL: _____

**KIBER RESERVE
A 19.84 AC, 93-LOT SUBDIVISION
ANGLETON, TEXAS 77515**

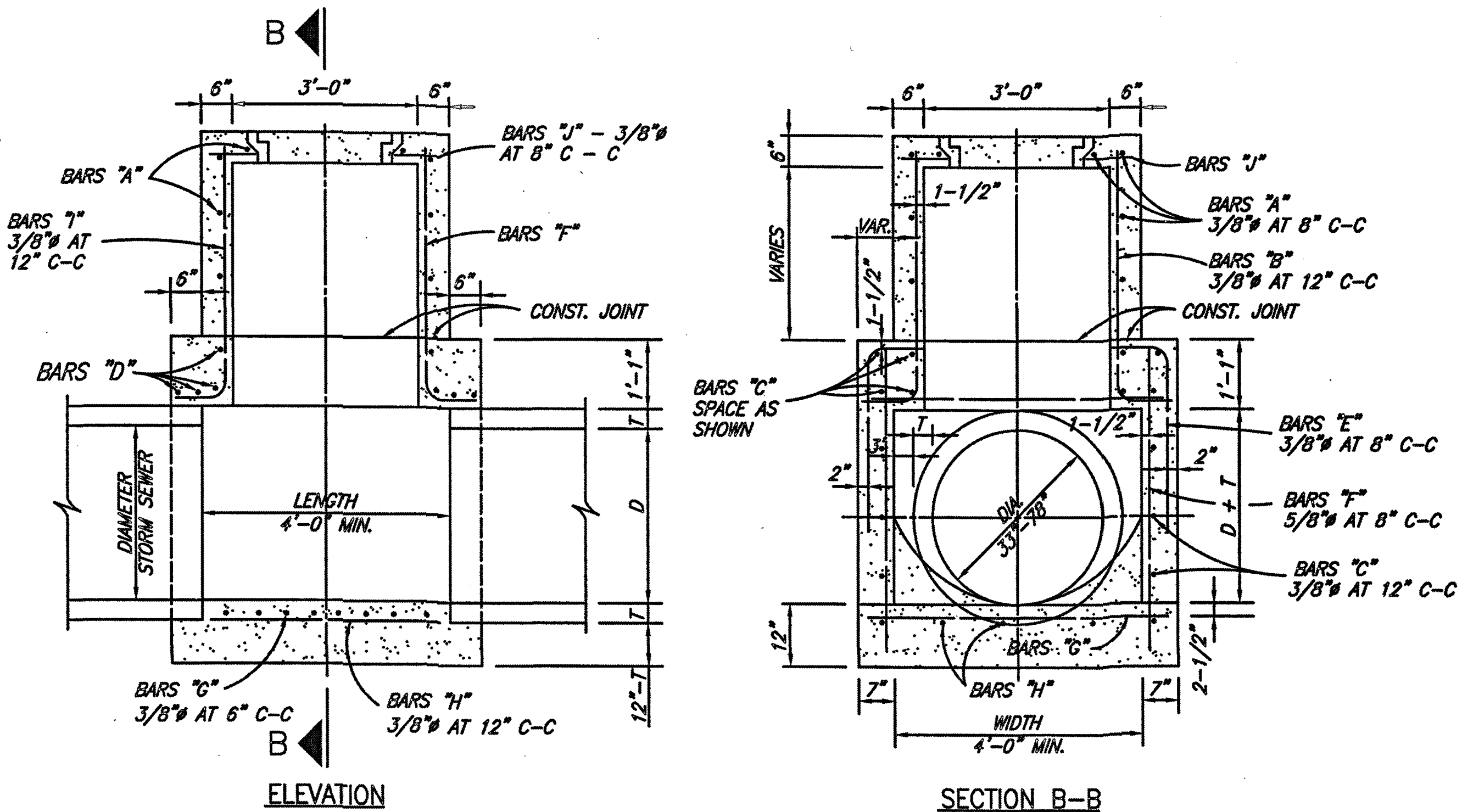
**STORM SEWER CONSTRUCTION DETAILS
SL-10**

PROJECT NO. 13499


PLOT TIME:



STORM SEWER TYPE A MANHOLE
MAX. PIPE SIZE 30" - N.T.S.



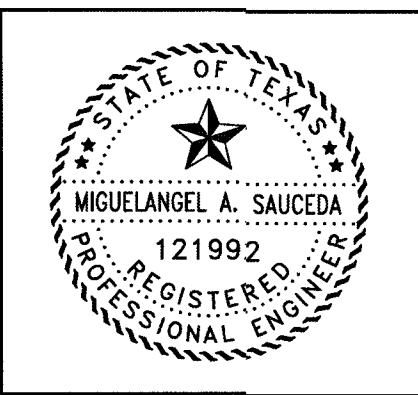
TYPE B STORM SEWER MANHOLE
MAX. PIPE SIZE 78" - N.T.S.

No.	DATE	REVISION
SEAL:		
DESIGN ENGINEER: _____ DATE: _____		
 CITY OF SUGAR LAND, TEXAS ENGINEERING DEPARTMENT		
CONSTRUCTION PLANS FOR:		
JUNCTION BOX MANHOLES		
JOB No.:	DATE:	SL-11 SHEET OF
DESIGNED BY:	DRAWN BY:	
CHECKED BY:	SCALE:	

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

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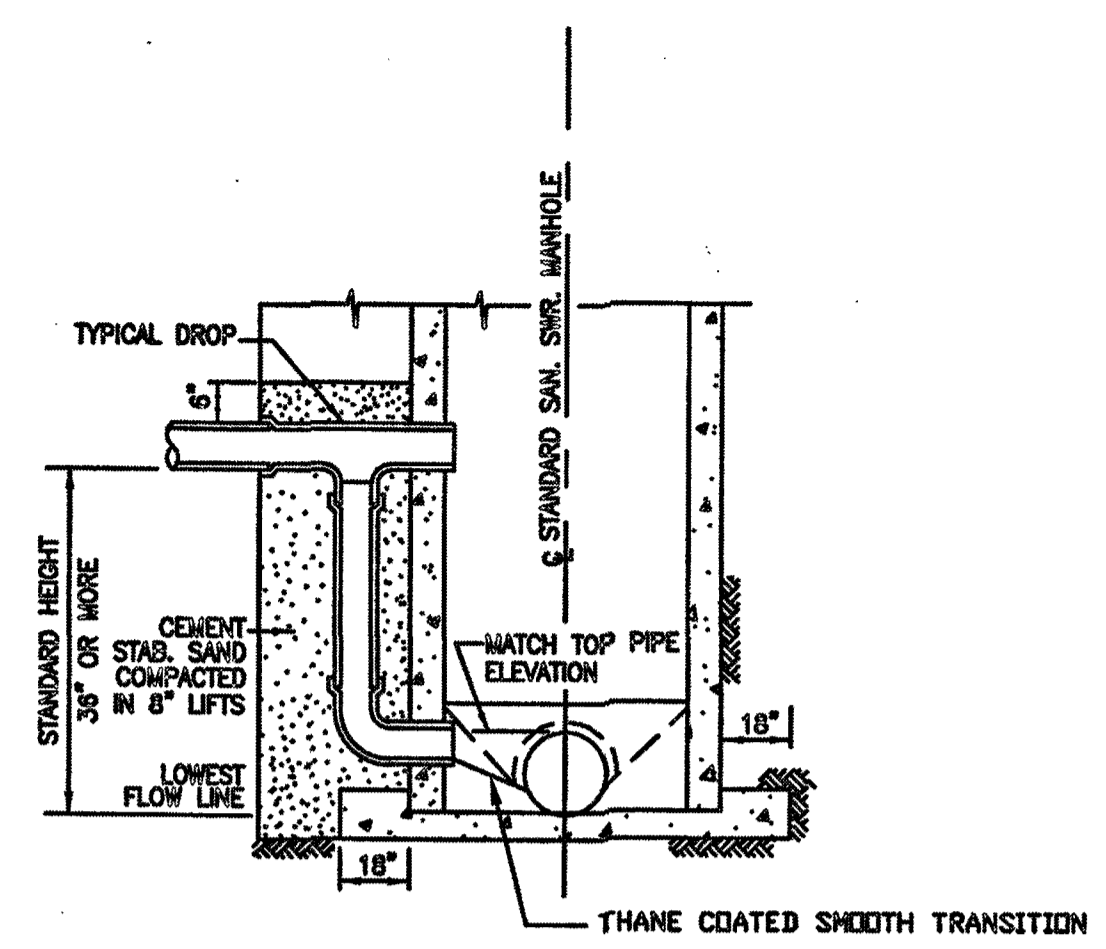
PLAN: _____
PROFILE: _____
HORIZONTAL: _____
VERTICAL: _____

KIBER RESERVE
A 19.84 AC, 93-LOT SUBDIVISION
ANGLETON, TEXAS 77515

JUNCTION BOX
MANHOLES
SL-11

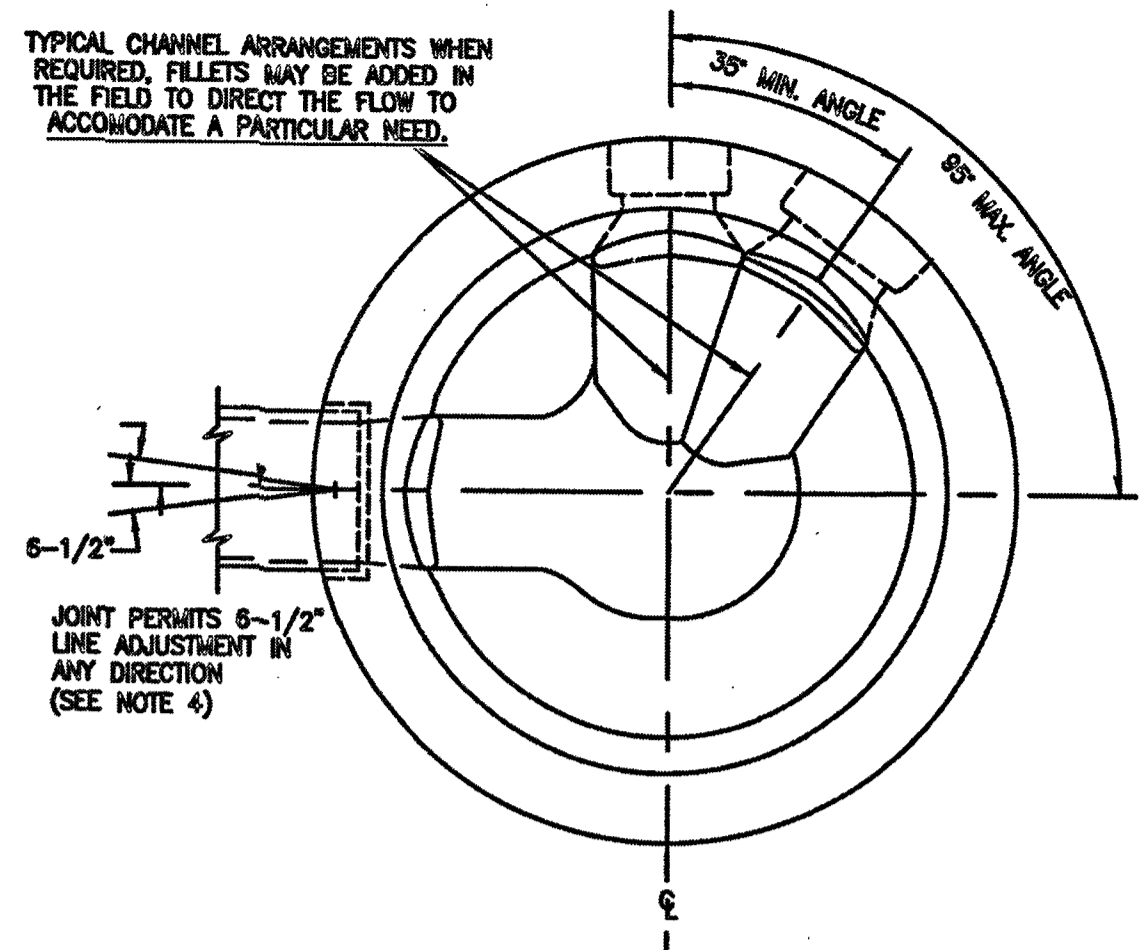
PROJECT NO. 13499

PLOT TIME



STANDARD DROP DETAIL
(SEE C.S.S. NOTES)

SL-SS-05



PIPING CONNECTIONS DETAIL

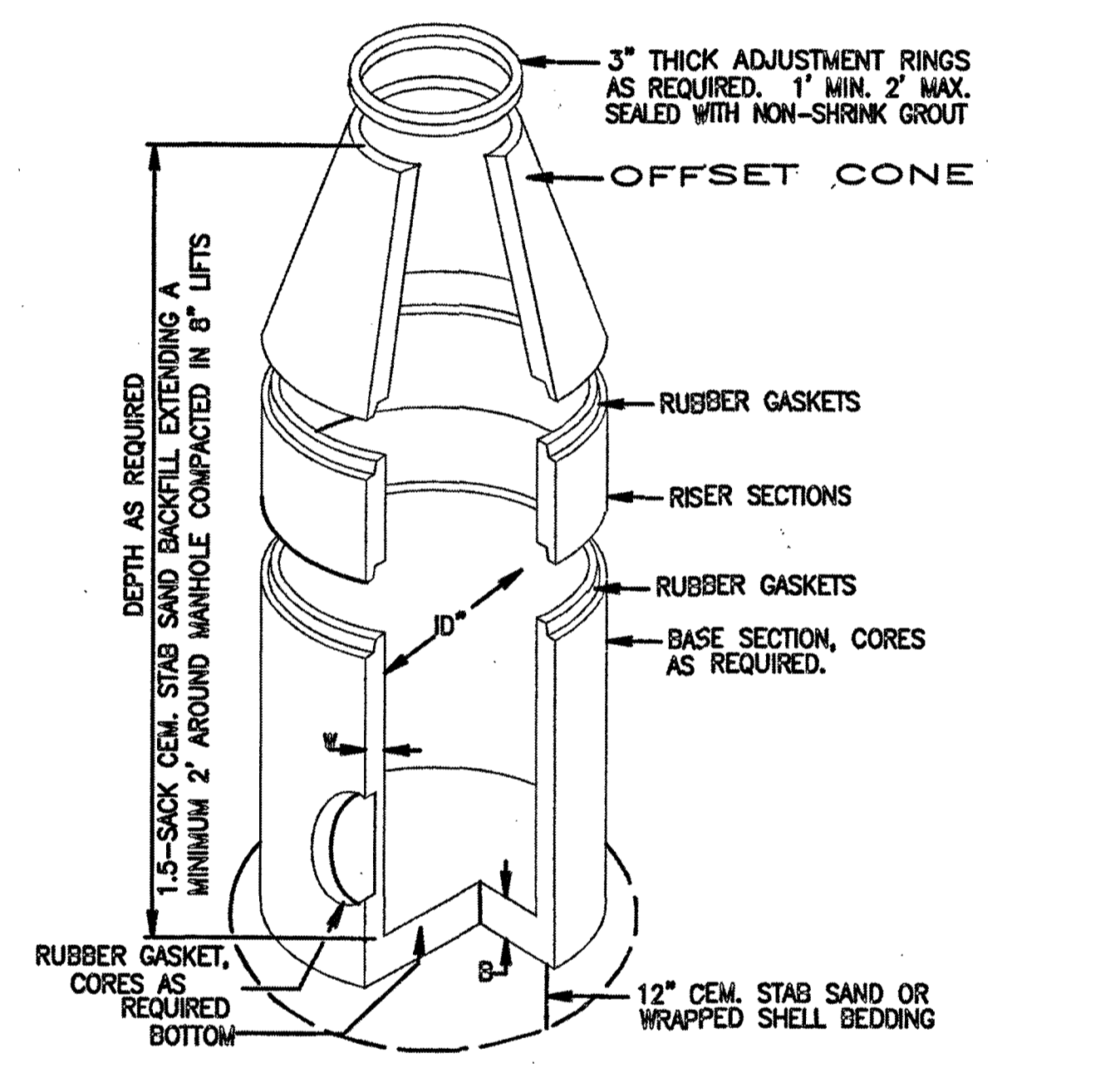
SL-SS-05

- NOTE:
1. INFLUENT AND EXFLUENT PIPING CONNECTIONS TO MANHOLE SHALL BE ALIGNED TO PREVENT REVERSE FLOW.
 2. INFLUENT AND EXFLUENT CONNECTIONS ARE LIMITED TO A MAXIMUM 90° INCLUDED ANGLE OF CONVERGENCE.
 3. MINIMUM 35° AND MAXIMUM 90° INCLUDED ANGLES MUST BE PROVIDED BETWEEN MULTIPLE INFLUENT CONNECTIONS.
 4. ANGLE OF DEFLECTION AT PIPING JOINTS AS PER MANUFACTURE'S RECOMMENDATIONS.

NOTES:

1. CONTRACTOR SHALL CONTACT CITY OF ANGLETON ENGINEERING DEPARTMENT AT (979) 849-4384 IF WET SAND OR OTHER UNSTABLE SOIL CONDITIONS, HIGH WATER TABLE AND/OR UNDERGROUND OBSTRUCTIONS ARE ENCOUNTERED.
2. SHOULD A CONFLICT ARISE BETWEEN INFORMATION DEPICTED ON APPROVED CONSTRUCTION DRAWINGS AND INFORMATION INCLUDED IN PROJECT SPECIFICATIONS, CITY OF ANGLETON DESIGN STANDARDS SHALL GOVERN.
3. SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED A MINIMUM OF FOUR FOOT FROM BACK OF CURB ON CURB AND GUTTER ROADWAYS AND THREE FEET FROM EDGE OF TRAVELLED ROADWAY ON THOSE THOROUGHFARES HAVING NO CURBING, MEASURED FROM OUTSIDE DIAMETER OF MANHOLE. SANITARY SEWER MANHOLES SHALL NOT BE INSTALLED BENEATH STREET PAVING EXCEPT WHERE SPECIFICALLY AUTHORIZED BY CITY ENGINEER AND SO DESIGNATED ON APPROVED CONSTRUCTION DRAWINGS.
4. ALL SUCH MANHOLE COVERS SHALL HAVE THE CITY OF ANGLETON EMBLEM AND THE WORDS "ANGLETON" AND "SANITARY SEWER" CAST IN RAISED RELIEF AS DEPICTED IN CITY OF ANGLETON STANDARD CONSTRUCTION DETAILS SHEETS. ALL SANITARY SEWER MANHOLES SHALL INCORPORATE INFLOW PROTECTORS.
5. MANHOLE RIM ELEVATIONS SHOWN ON PLANS ARE APPROXIMATE ONLY. CONTRACTORS SHALL ADJUST RIM ELEVATIONS TO 0.4 FEET ABOVE FINISHED GRADE WITHIN RIGHTS-OF-WAY AND EASEMENTS AT EACH MANHOLE LOCATION AFTER FINAL GRADING. ADJUSTMENTS TO MANHOLE RIM ELEVATIONS SHALL BE ACCOMPLISHED BY THE USE OF THROAT RINGS ONLY (MAX. OF 24 INCHES PERMITTED). THE AREA ADJACENT TO SANITARY SEWER MANHOLE LOCATIONS SHALL BE GRADED AWAY FROM SUCH MANHOLES SO AS PREVENT ENTRY OF STORM WATER RUNOFF TO THE SANITARY SEWER SYSTEM.
6. DROP CONNECTIONS ARE REQUIRED WHEN INVERT ELEVATION OF SEWER LINE TO BE CONNECTED EXCEEDS 36 INCHES DISTANCE ABOVE INVERT ELEVATION OF MANHOLE BASE. ALL DROP CONNECTIONS SHALL BE CONSTRUCTED OF SAME MATERIALS AS SEWER AND SHALL BE CONSTRUCTED EXTERIOR TO MANHOLE. PIPE CONNECTIONS TO MANHOLES SHALL BE SO CONSTRUCTED AS TO BE WATER TIGHT AND TO ALIGN UPPER INSIDE PIPE WALL ELEVATIONS OF ALL PIPING CONNECTED TO BASE OF MANHOLE UNIFORMLY, REGARDLESS OF PIPE DIAMETERS. DROP ASSEMBLIES SHALL BE BEDDED IN CEMENT STABILIZED SAND. CEMENT STABILIZED SAND SHALL EXTEND A MINIMUM OF SIX INCHES PAST PIPING LATERALLY FROM BASE OF MANHOLE UPWARD TO A POINT SIX INCHES (MINIMUM) ABOVE THE HORIZONTAL SEWER PIPING WHERE CONNECTED TO THE MANHOLE ABOVE THE VERTICAL DROP.
7. CONNECTIONS TO EXISTING AND/OR NEW SANITARY SEWER MANHOLES CONSTRUCTED OF PRECAST CONCRETE NOT HAVING PRECURED HOLES OF CORRECT DIAMETER, LOCATION AND FIELD COVERING ONLY SHALL ACCOMPLISH INVERT ELEVATION. IN NO INSTANCE WILL EITHER MANUAL OR PNEUMATIC CHISELS AND/OR HAMMER DRILLS BE UTILIZED TO BREAK HOLES IN PRECAST CONCRETE MANHOLES, PIPE SEGMENTS OR OTHER PRECAST STRUCTURES SUCH AS LIFT STATIONS.
8. BEDDING AND BACKFILL OF SANITARY SEWER PIPING AND MANHOLES SHALL BE ACCOMPLISHED IN ACCORDANCE WITH CITY OF ANGLETON DESIGN STANDARDS. A 1.5-SACK MIX IS REQUIRED FOR ALL CEMENT STABILIZED SAND BEDDING AND SUCH BEDDING SHALL BE INSTALLED IN LIFTS OF EIGHT INCHES MAXIMUM.
9. SOLVENT WELDED JOINTS ARE NOT AN ACCEPTABLE JOINING METHOD FOR SANITARY SEWERS CONSTRUCTED OF PVC PIPING MATERIALS AND LOCATED WITHIN RIGHTS-OF-WAY OR EASEMENTS. RUBBER GASKETED BELL AND SPIGOT SANITARY SEWER JOINTS ARE MANDATORY. BELL (FEMALE) ENDS OF PIPE SHALL BE INSTALLED ON UPSTREAM SIDE WITH SPIGOT (MALE) ENDS ORIENTED DOWNSTREAM.
10. SANITARY SEWER SERVICE LEADS SHALL BE EXTENDED TO RIGHTS-OF-WAY AND/OR EASEMENT LINES AS APPLICABLE AND CAPPED/PLUGGED FOR FUTURE CONNECTIONS. SERVICE LEADS ARE TO BE INSTALLED SO AS TO PASS UNDER POTABLE WATER PIPING AT CROSSINGS WHERE POSSIBLE.
11. EACH SANITARY SEWER SERVICE LEAD STUB, PLUGGED WYE BRANCH OUTLET AND STACK SHALL BE MARKED WITH A PRESSURE TREATED 4 X 4 TIMBER AT THE TIME OF CONSTRUCTION, BEGINNING AT THE INVERT ELEVATION OF THE STUB OR WYE AND AT AN ELEVATION TWO FEET BELOW THE CAPPED TERMINATION POINT OF THE STACK AND EXTENDING TWO FEET ABOVE FINISHED GRADE. EACH TIMBER MARKER SHALL BE PAINTED RED AND LABELED "SANITARY SEWER STUB", "SANITARY SEWER WYE" OR "SANITARY SEWER STACK" AS APPROPRIATE WITH STUB, WYE BRANCH OUTLET OR STACK SIZE NOTED.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATION OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION. DURING THE COURSE OF ANY AND ALL CLEARING, GRUBBING, FILL, GRADING, EXCAVATION OR OTHER CONSTRUCTION, CONTRACTOR SHALL ENSURE THAT STORM DRAINAGE PATHWAYS ARE UNOBTAINED AND REMAIN OPEN TO ENSURE POSITIVE DRAINAGE AND THAT SUCH CONVEYANCES ARE NOT IMPAIRED OR BLOCKED IN ANY WAY. STORM SEWER INLETS SHALL BE PROTECTED FROM ENTRY OF SILT, TRASH, DEBRIS AND ANY SUBSTANCES DELETERIOUS TO THE STORM SEWER SYSTEM AND/OR WATERWAYS RECEIVING STORM WATER RUNOFF. CONTRACTOR SHALL AT COMPLETION OF WORK, FILL LOW SPOTS AND GRADE ALL RIGHTS-OF-WAY AND UTILITY EASEMENTS AND REGRADE/RESTORE DITCHES AS NECESSARY TO MAINTAIN AND/OR ESTABLISH POSITIVE DRAINAGE.
13. ALL SANITARY SEWER PIPING AND BEDDING SHALL BE INSPECTED BY CITY CONSTRUCTION INSPECTOR FOR CONFORMANCE WITH CITY INFRASTRUCTURE STANDARDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY NOTIFY THE CITY OF ALL CONSTRUCTION ACTIVITIES AND TO CONFORM TO CITY OF ANGLETON PUBLIC WORKS DEPARTMENT INSPECTION POLICY.
14. C.S.S. 1' ABOVE PIPE AND 6" BELOW PIPE MINIMUM.
15. SEE GENERAL NOTES AND C.S.S. NOTES.

SL-SS-07

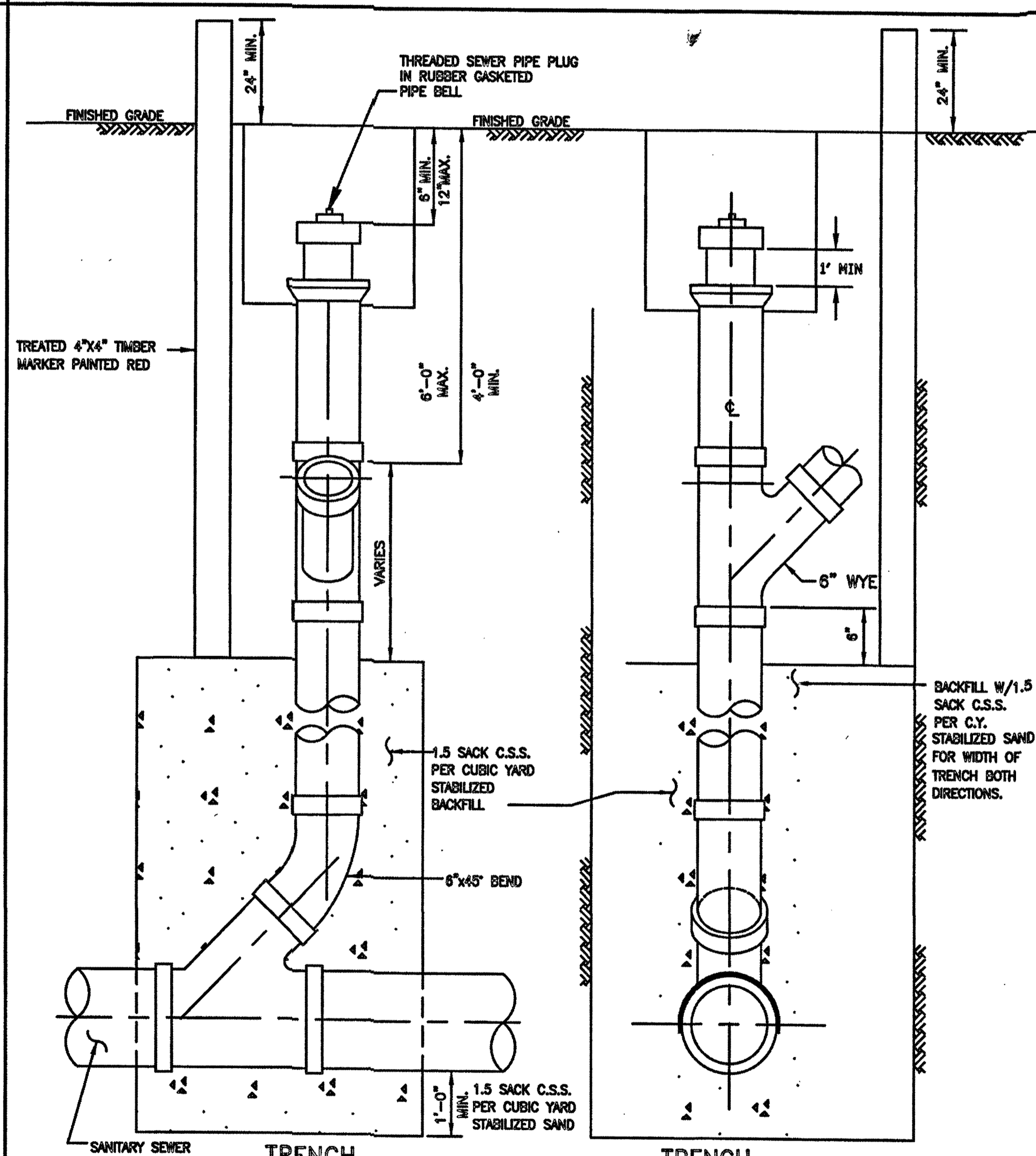


- SPECIFICATIONS:
- CONCRETE: CLASS 1 CONCRETE WITH A DESIGN STRENGTH OF 4500 PSI AT 28 DAYS. RATES FOR H-20 LOADING.
 - REINFORCEMENT: STRUCTURAL REINFORCEMENT CONFORMING TO ASTM-C-478.
 - C.I. CASTINGS: CAST IRON FRAMES AND LIDS ARE MANUFACTURED OF GREY CAST IRON CONFORMING TO ASTM A48-78 CLASS 35.

- NOTES:
1. LIFTING INSERTS AS REQUIRED.
 2. ALL JOINTS SHALL BE SEALED WITH APPROVED RUBBER GASKET
 3. STRUCTURE TO BE PLACED ON 12" STABILIZED BASE.
 4. C.S.S. SHALL BE BROUGHT TO WITHIN 2'-FT OF TOP OF MANHOLE.
 5. PRE-CAST MANHOLE SHALL BE IN COMPLIANCE APPROVED PRODUCT LIST.
 6. THANE COAT SHALL BE IN COMPLIANCE WITH APPROVED PRODUCT LIST.
 7. INVERTS SHALL COMPLY WITH C.O.S.L. DESIGN MANUAL SPECIFICATIONS.
 8. INFLOW PROTECTORS REQUIRED ON ALL SANITARY MANHOLES.
 9. REFER TO SANITARY MANHOLE LIDS, C.S.S. NOTES, MODIFIED BEDDING DETAILS AND NOTES.

PRECAST SANITARY MANHOLE

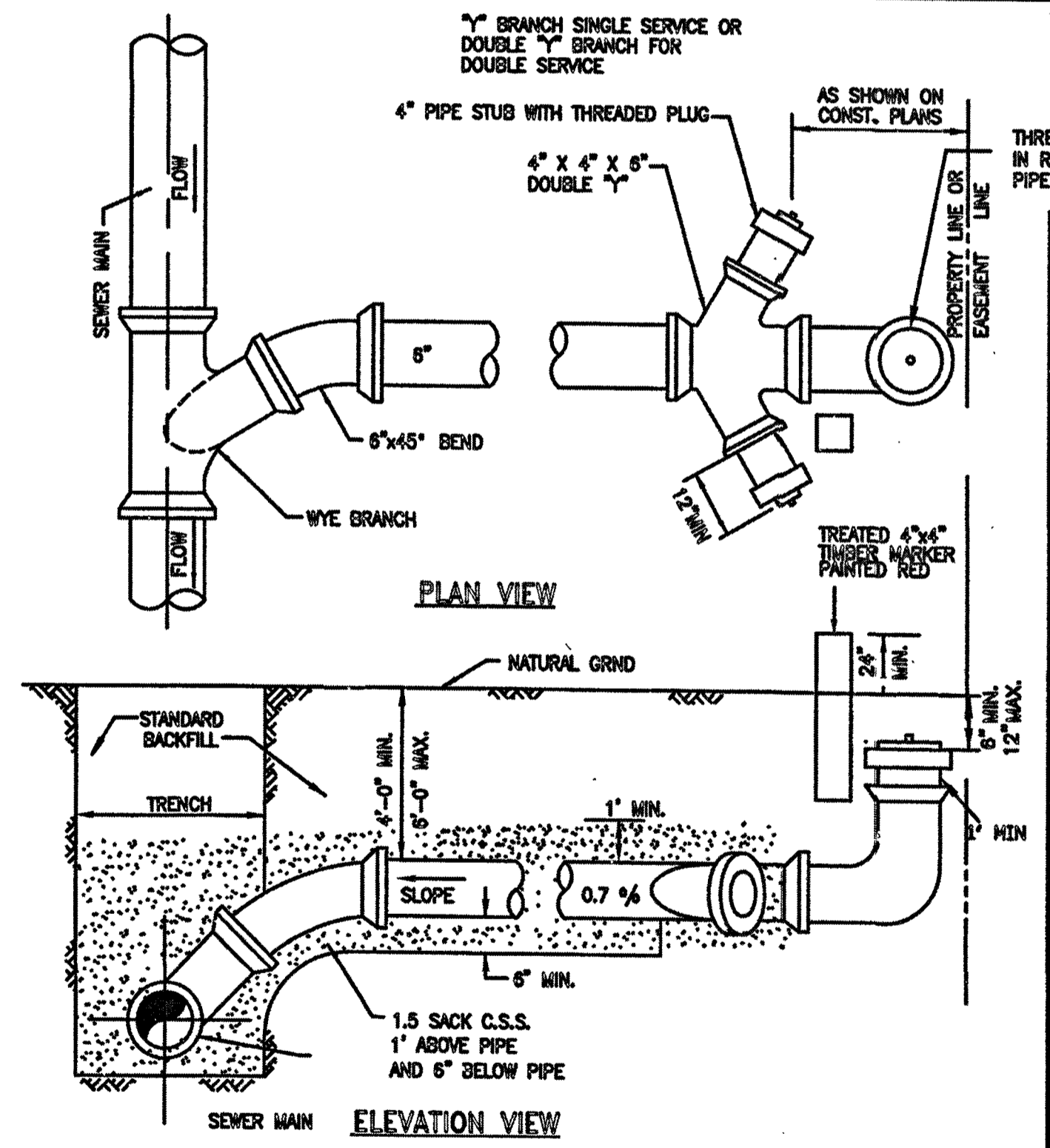
N.T.S. SL-SS-03



SANITARY SEWER STACK DETAIL

N.T.S. SL-SS-04

- NOTES:
- A) NO STACKS ON MAINS OVER 18' DEEP OR IN WET SAND CONDITIONS.
 - B) ALL STACK CONNECTIONS SHALL BE IN-LINE FITTINGS.




SANITARY SEWER SERVICE CONNECTION

SL-SS-06

No.	DATE	REVISION

DESIGN ENGINEER: _____ DATE: _____


 CITY OF SUGAR LAND, TEXAS
 ENGINEERING DEPARTMENT

CONSTRUCTION PLANS FOR:

SANITARY SEWER CONSTRUCTION DETAILS

JOB No.: _____	DESIGNED BY: _____	SL-14
DRAWN BY: _____	CHECKED BY: _____	

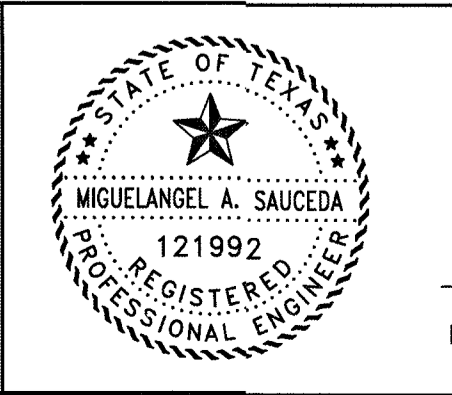
SHEET OF _____

NO.	DATE	DESCRIPTION	APPROVED

REVISIONS

DESIGNED MS
 DRAWN BT
 CHECKED _____
 DATE _____

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 300 E CEDAR ST. ANGLETON, TEXAS 77515
 PHONE: (979) 849-6681 FAX: (979) 849-4689
 REG. NO. F-825



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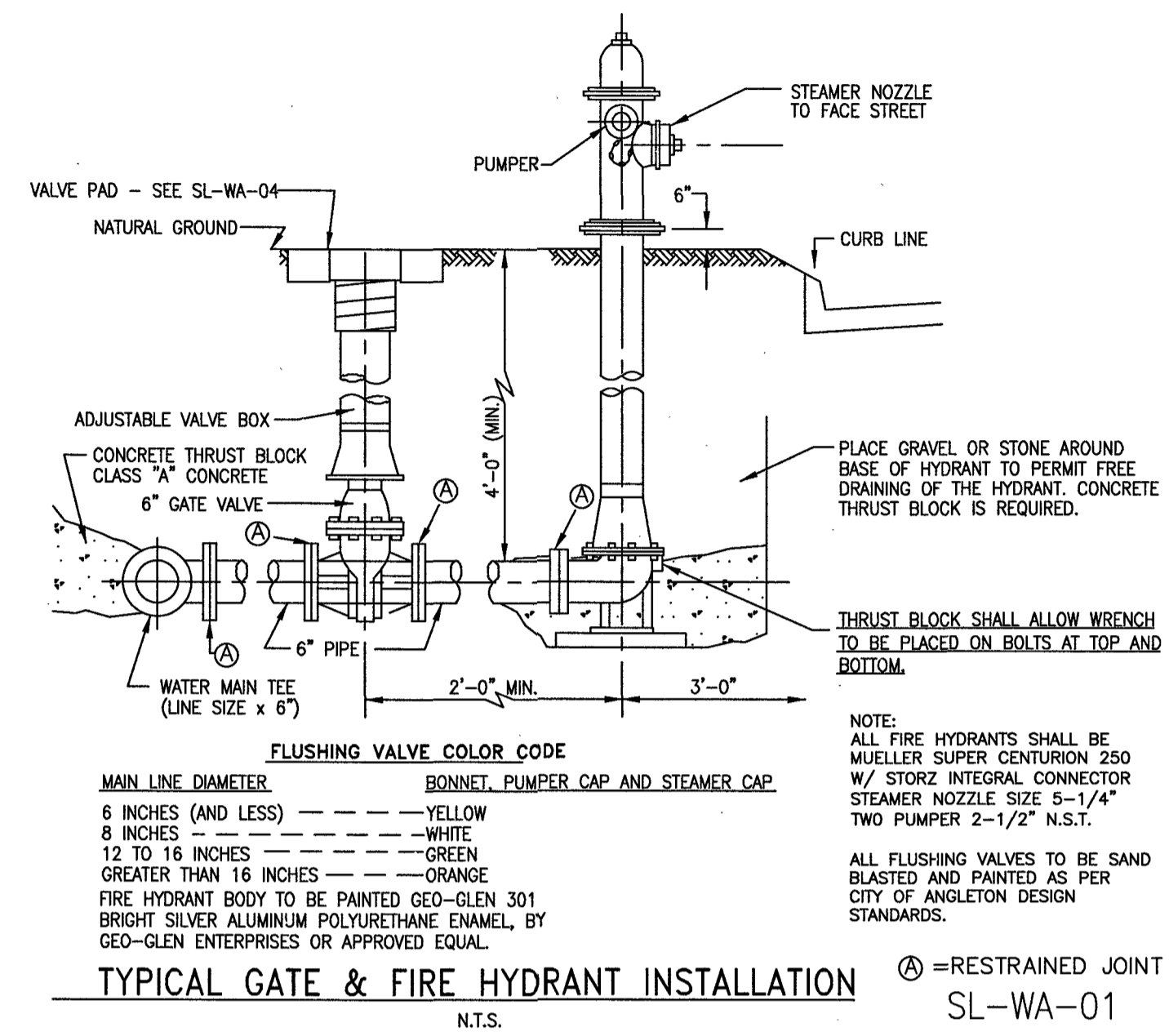
OWNER:
CHARLES VON SCHMIDT WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: _____
 PROFILE: _____
 HORIZONTAL: _____
 VERTICAL: _____

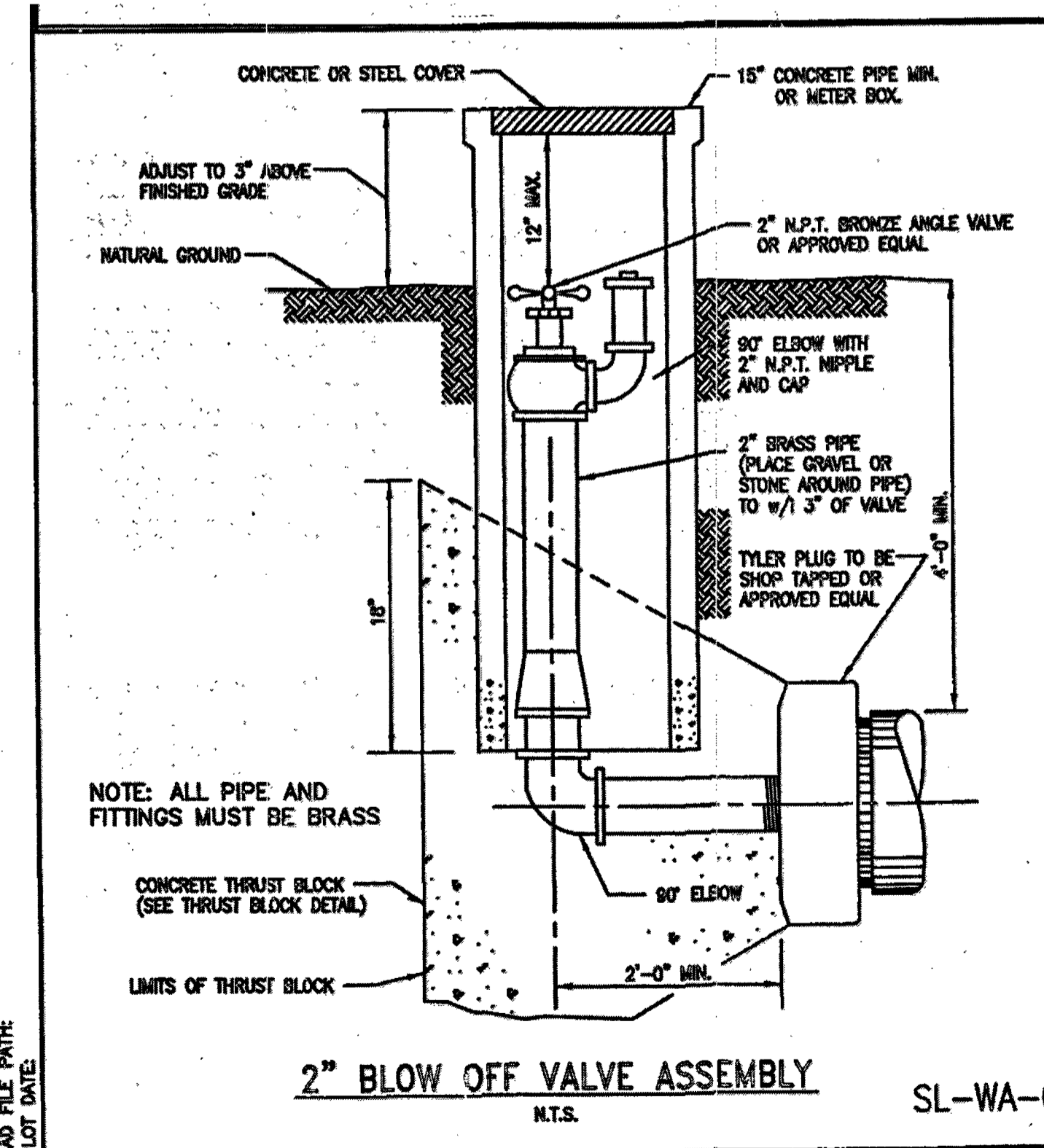
KIBER RESERVE
 A 19.84 AC, 93-LOT SUBDIVISION
 ANGLETON, TEXAS 77515

SANITARY SEWER CONSTRUCTION DETAILS
 SL-14

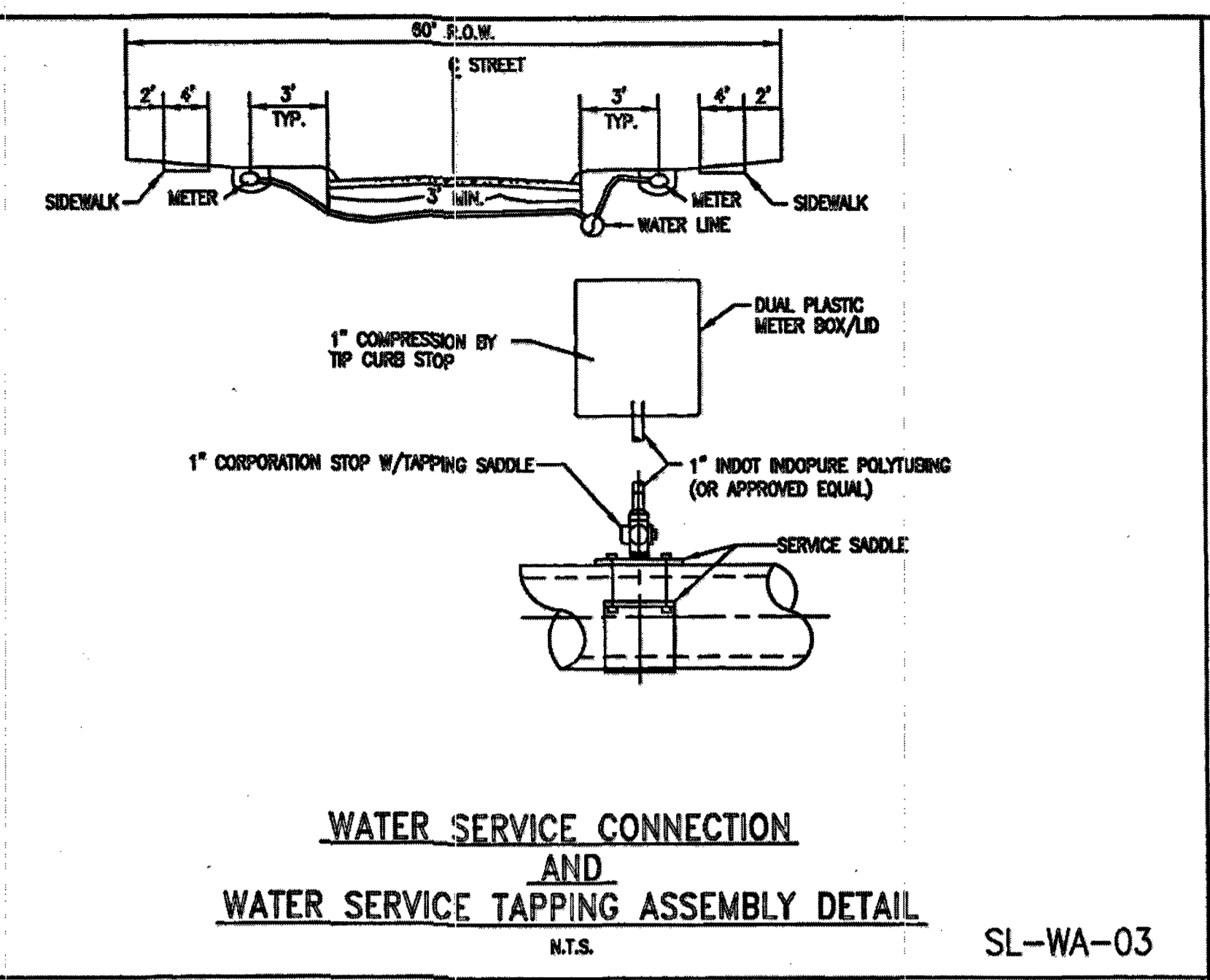
PROJECT NO. 13499



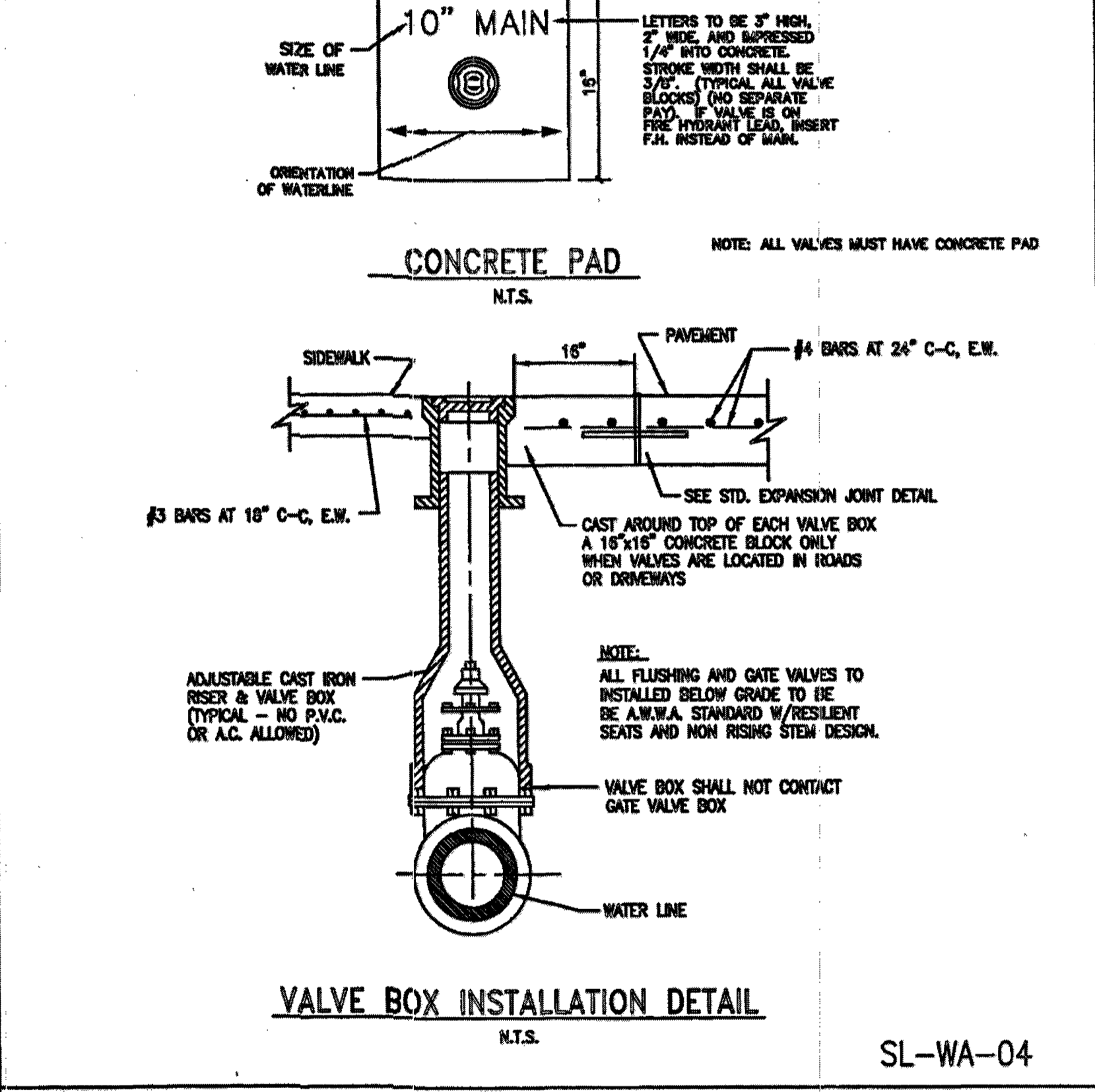
TYPICAL GATE & FIRE HYDRANT INSTALLATION SL-WA-01



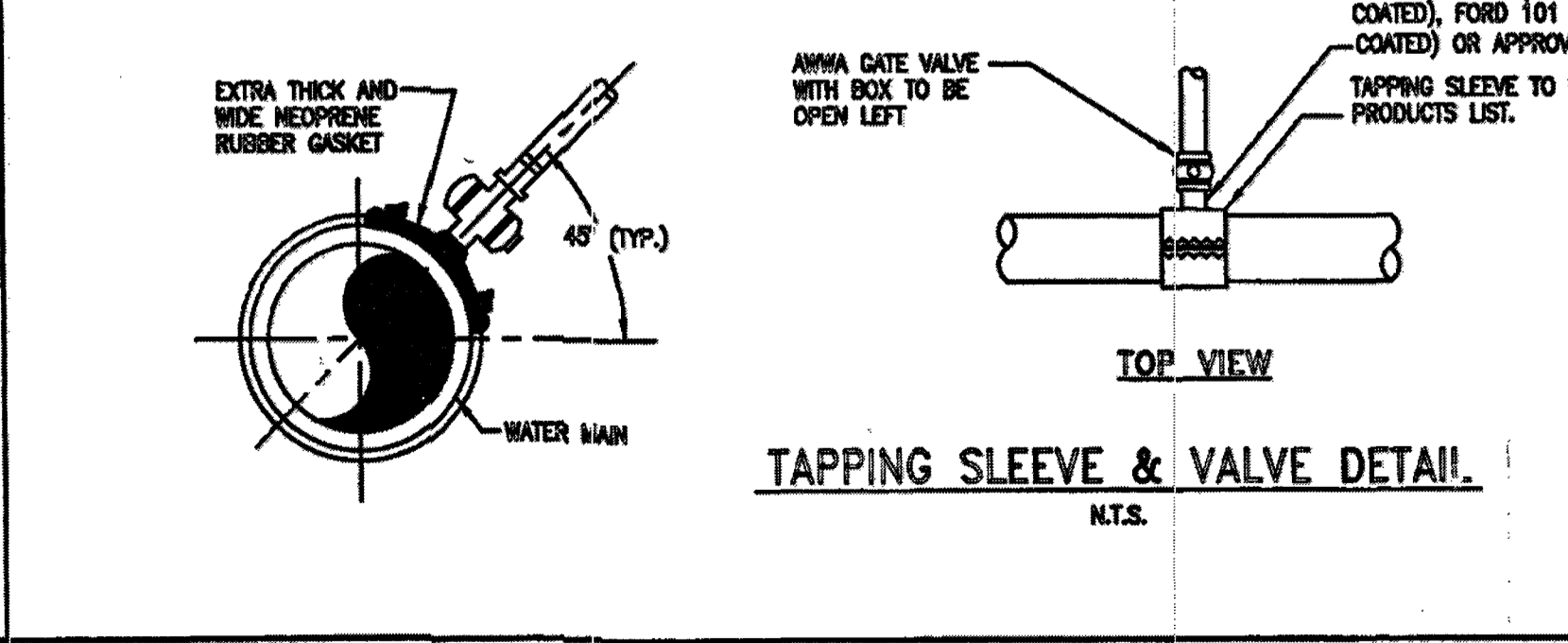
2" BLOW OFF VALVE ASSEMBLY SL-WA-02



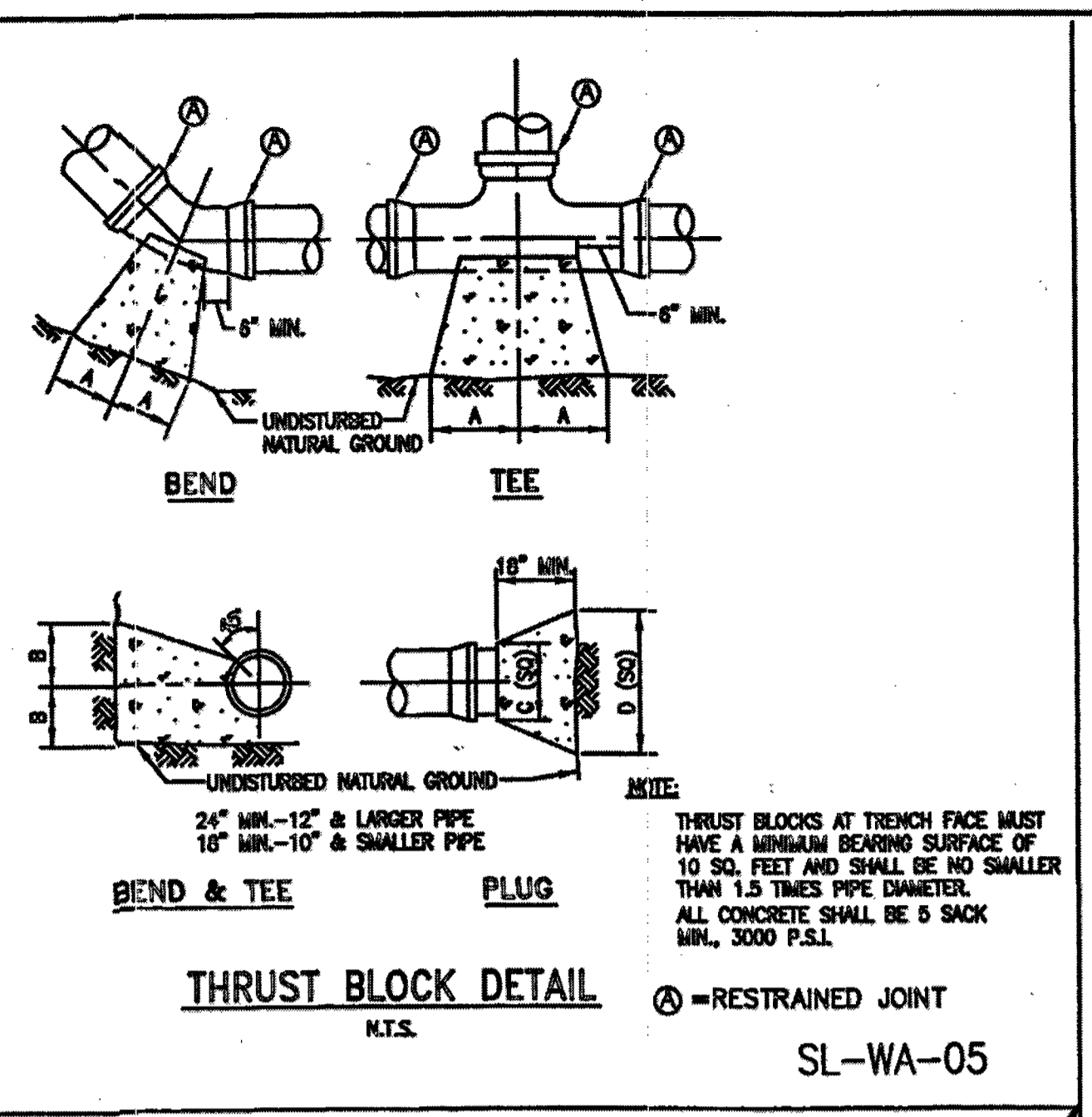
WATER SERVICE CONNECTION AND WATER SERVICE TAPPING ASSEMBLY DETAIL SL-WA-03



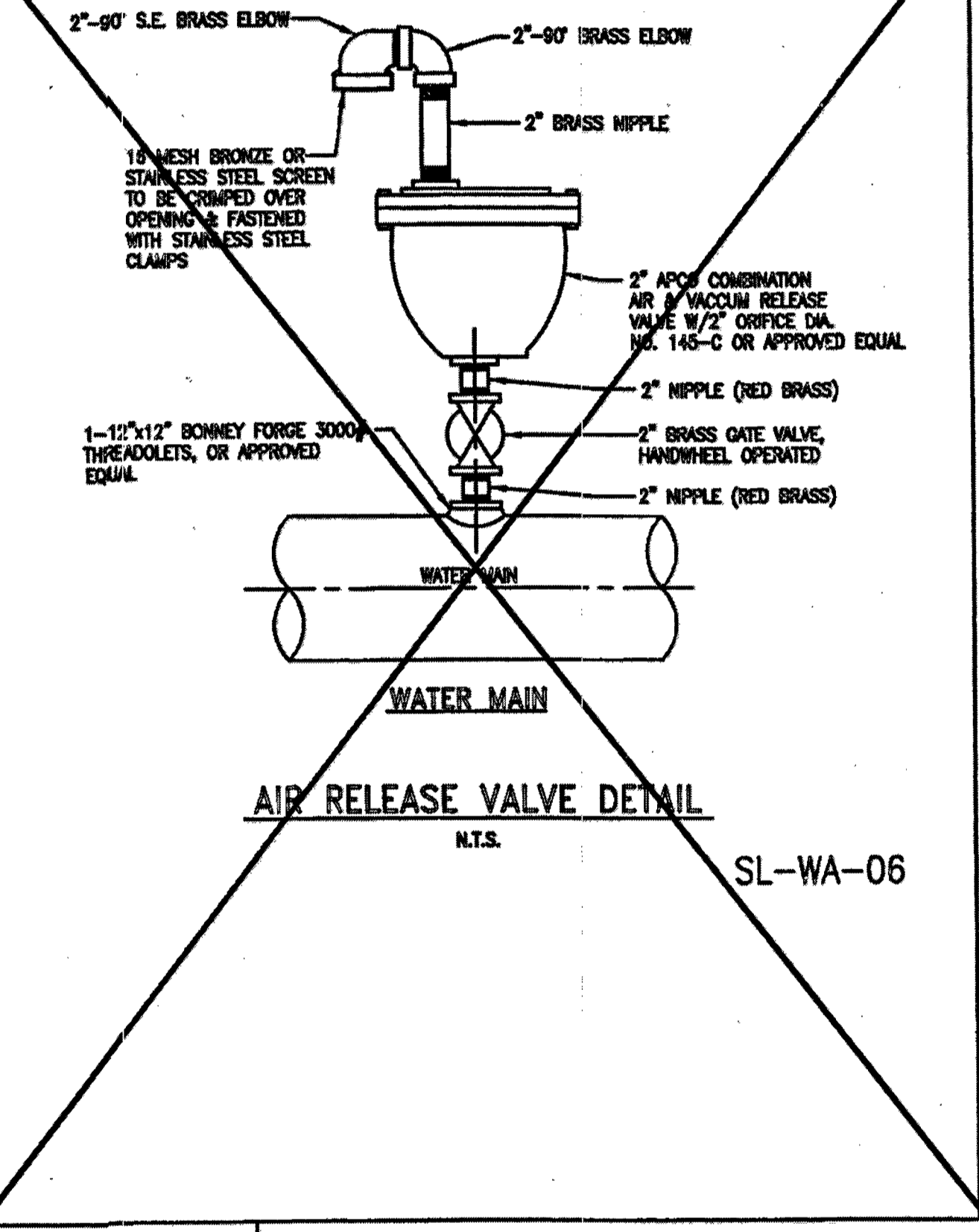
CONCRETE PAD VALVE BOX INSTALLATION DETAIL SL-WA-04



TAPPING SLEEVE & VALVE DETAIL SL-WA-07



THRUST BLOCK DETAIL SL-WA-05



AIR RELEASE VALVE DETAIL SL-WA-06

NOTES:
POLYETHYLENE WRAP FOR IRON PIPE

NOTE:
 1. POLYETHYLENE FILM SHALL BE USED AS A WRAP TO PROTECT CAST IRON AND OTHER METALS IN A CORROSIVE SOIL ENVIRONMENT.
 2. AN 8 MIL POLYETHYLENE FILM WRAP SHALL BE REQUIRED AROUND ALL METAL PIPE AND APPURTENANCES (EXCEPT FIRE HYDRANTS).
 3. POLYETHYLENE FILM SHALL BE FURNISHED AND INSTALLED EITHER IN TUBULAR FORM PRIOR TO LOWERING THE PIPE IN TRENCH OR IN SHEET FORM.
 4. POLYETHYLENE TUBE ENCASEMENT SHALL CONFORM WITH THE MINIMUM REQUIREMENTS OF "POLYETHYLENE ENCASEMENT FOR GRAY AND DUCTILE CAST-IRON PIPING FOR WATER AND OTHER LIQUIDS", ANSI/AMPA C105, CURRENT REVISION. SOILS WITHIN A PROJECT SHALL BE TESTED IN ACCORDANCE WITH APPENDIX A OF ANSI/AMPA C105 TO ADEQUATELY DETERMINE THE REQUIREMENTS FOR ENCASEMENT.
 5. ALL FITTINGS AND PIPE JOINTS WITHIN 10' OF A FITTING SHALL HAVE RESTRAINT JOINTS

BENDS, TEES & PLUGS FOR PIPE OF VARIOUS SIZES

SIZE	90° BEND		45° BEND		22 1/2° BEND		TEES		PLUGS	
	A	B	A	B	A	B	A	B	A	B
8 1/2"	12"	7"	6"	7"	6"	6"	7"	6"	8"	14"
6"	10"	10"	9"	10"	6"	12"	10"	12"	10"	21"
8"	22"	13"	12"	13"	8"	10"	13"	16"	12"	29"
10"	25"	17"	14"	17"	10"	15"	16"	20"	14"	36"
12"	29"	21"	18"	21"	11"	16"	18"	24"	16"	41"
14"	35"	24"	19"	24"	12"	20"	22"	27"	18"	48"
16"	38"	27"	21"	27"	12"	24"	24"	30"	20"	54"
20"	50"	40"	30"	40"	16"	30"	30"	40"	30"	67 1/2"
24"	50"	40"	30"	40"	18"	30"	30"	40"	30"	67 1/2"
30"	80"	48"	38"	48"	20"	38"	38"	48"	38"	69 1/2"

BENDS, TEES & PLUGS FOR PIPE OF VARIOUS SIZES SL-WA-08

- CONSTRUCTION NOTES:**
1. WATER LINES 12" (N.) AND LESS SHALL BE AMMA C-900 DR18 WATER LINE GREATER THAN 12" (N.) IN # SHALL BE AMMA C-905 DR 18
 2. ALL FLUSHING VALVES AND GATE VALVES TO BE AMERICAN WATER WORKS ASSOC. (AMWA) STANDARD COUNTERCLOCKWISE OPENING WITH NON-RISING STEM DESIGN.
 3. ALL DUCTILE IRON PIPE SHALL BE CLASS 50 MORTAR LINED. NO A.C. PIPE WILL BE ALLOWED AND ALL DUCTILE IRON FITTINGS SHALL BE MORTAR LINED PUSH ON OR MECHANICAL JOINTS.
 4. ALL BACKFILL WITHIN THE R.O.W. SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 5. MINIMUM SPACING BETWEEN TAPS SHALL BE 2' AT ALTERNATING TAP ANGLES.

DESIGN ENGINEER: _____ DATE: _____

DESIGN ENGINEER: _____ DATE: _____

CITY OF SUGAR LAND TEXAS

CITY OF SUGAR LAND, TEXAS
 ENGINEERING DEPARTMENT

CONSTRUCTION PLANS FOR:
WATER LINE CONSTRUCTION DETAILS

JOB No.: _____
 DATE: _____
 DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 SCALE: _____

SL-15
 SHEET OF _____

NO.	DATE	DESCRIPTION	APPROVED

DESIGNED MS
 DRAWN BT
 CHECKED _____
 DATE _____

B & L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 300 E. CEDAR ST. ANGLETON, TEXAS 77515
 PHONE: (979) 849-6681 FAX: (979) 849-6689
 REG. NO. F-825

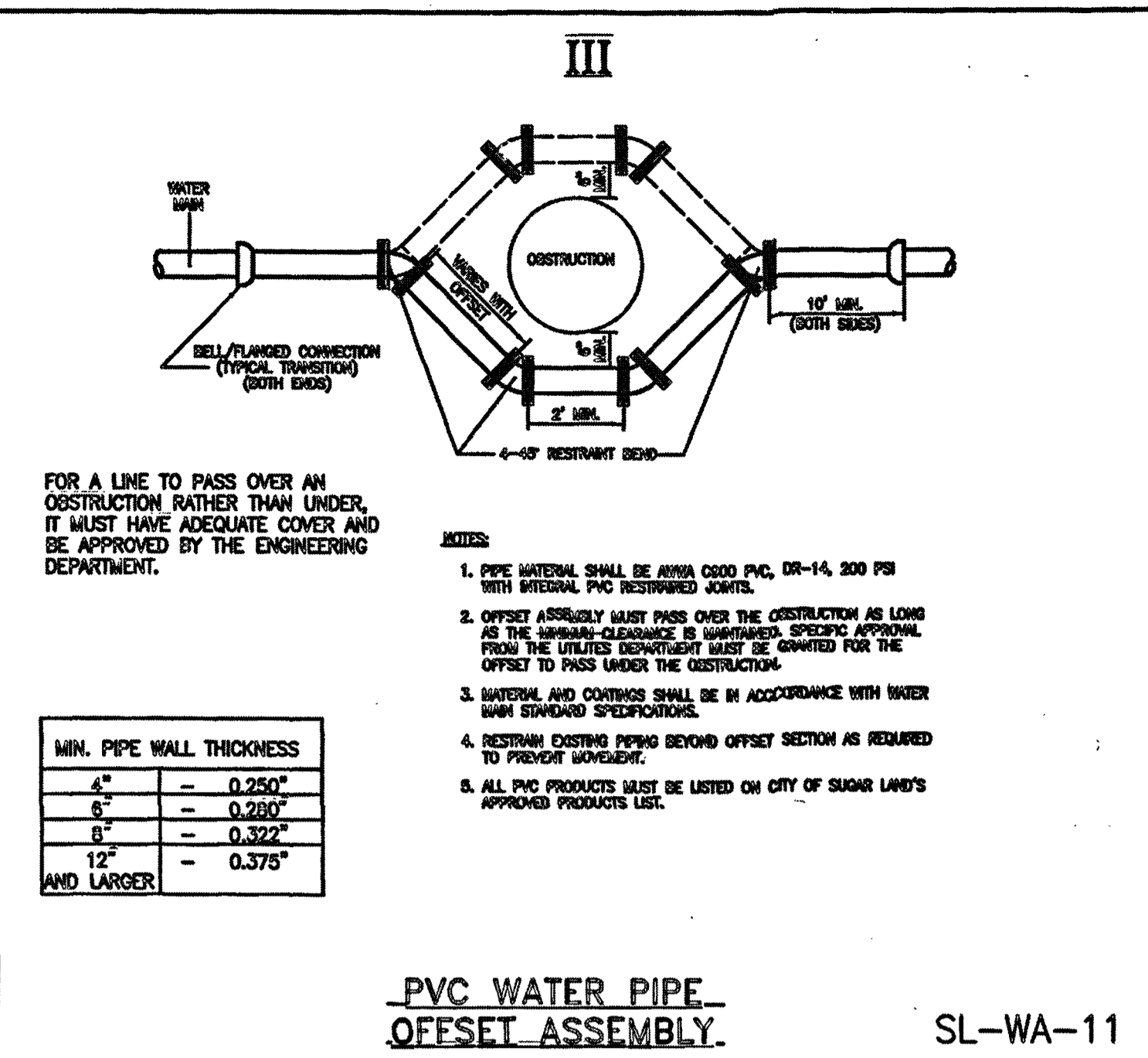
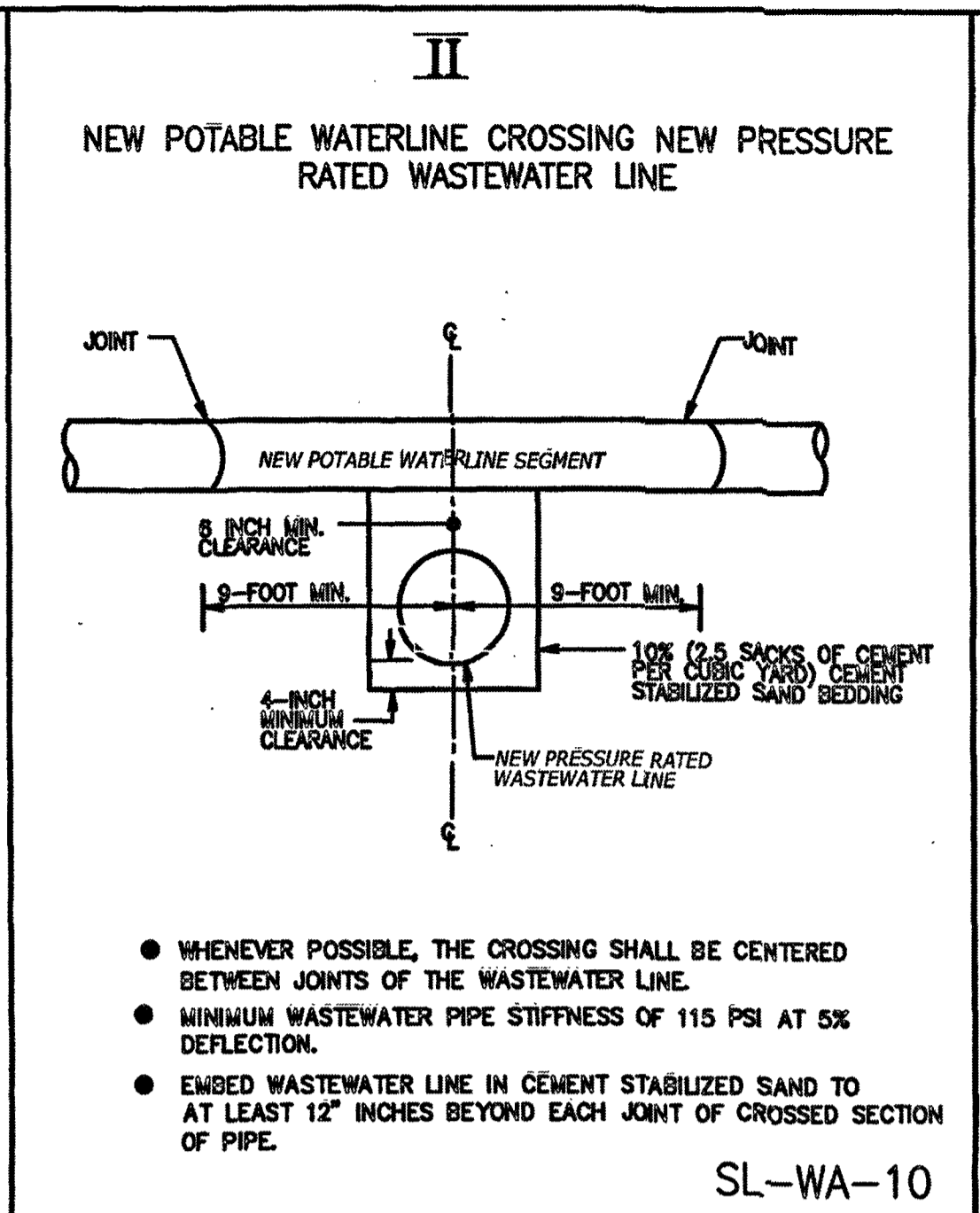
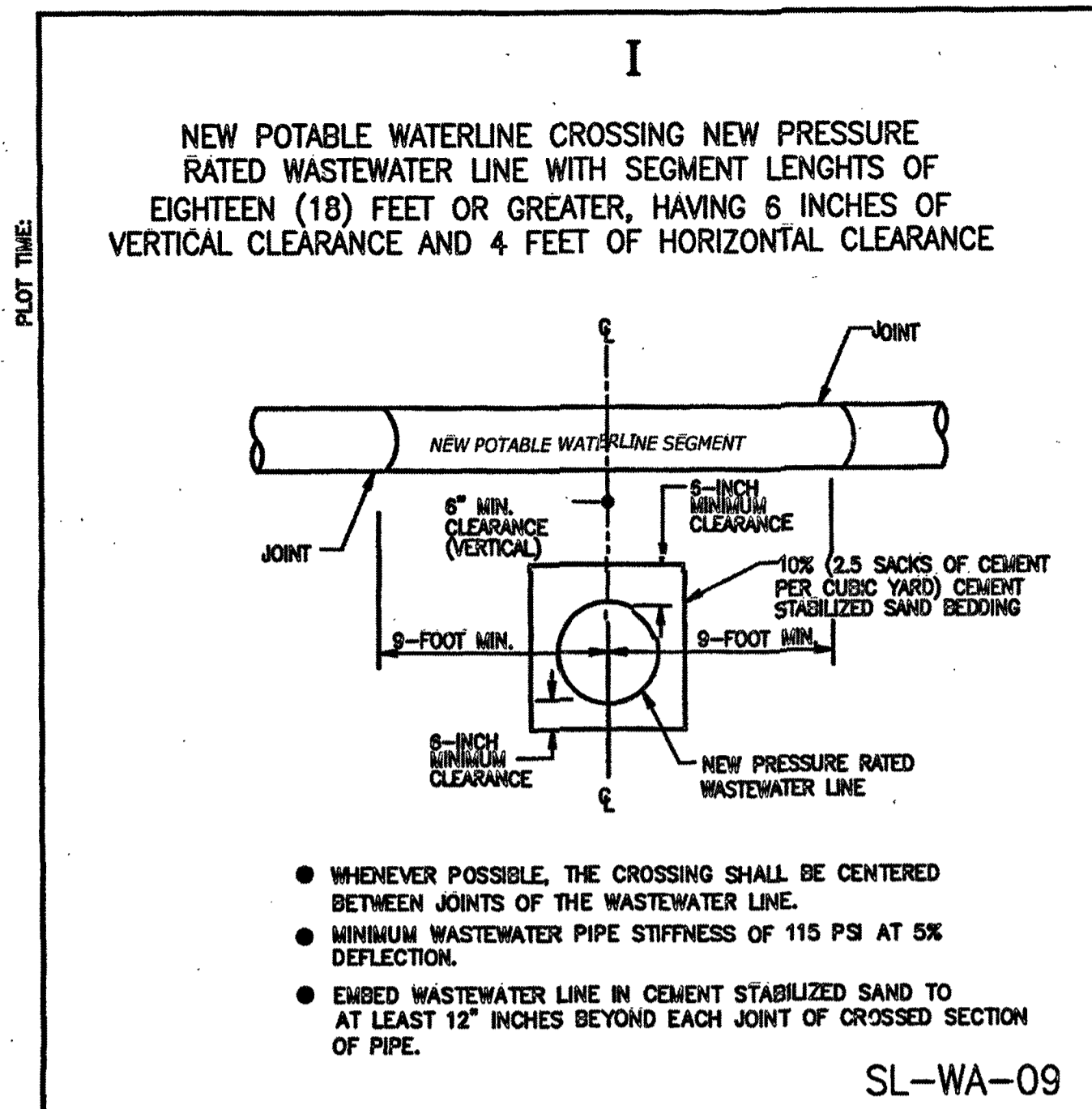
STATE OF TEXAS
 MIGUEL ANGEL A. SAUCEDA
 121992
 REGISTERED PROFESSIONAL ENGINEER
 Date: 4/28/20

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

PLAN: _____
 PROFILE: _____
 HORIZONTAL: _____
 VERTICAL: _____

KIBER RESERVE
A 19.84 AC, 93-LOT SUBDIVISION
ANGLETON, TEXAS 77515

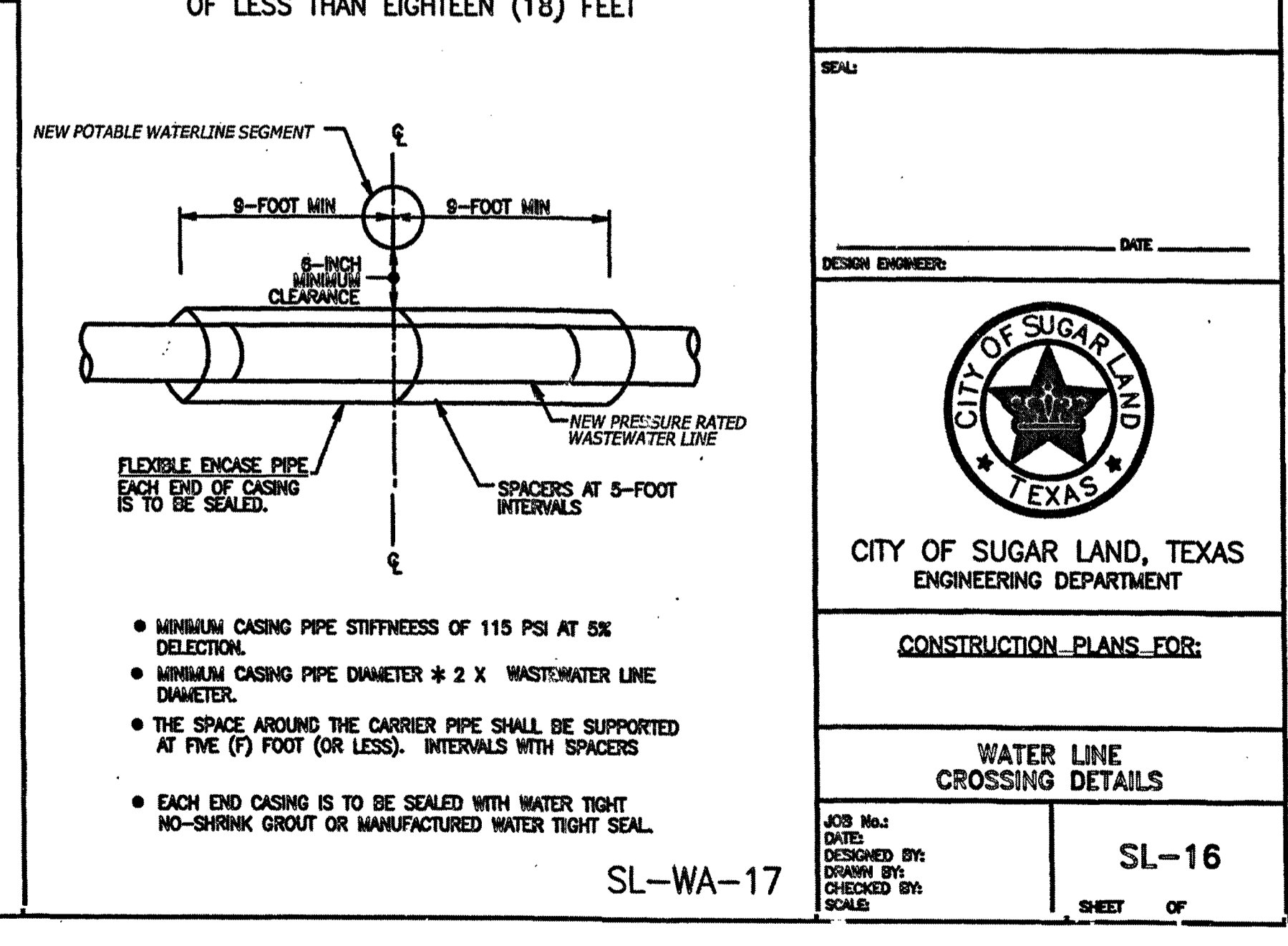
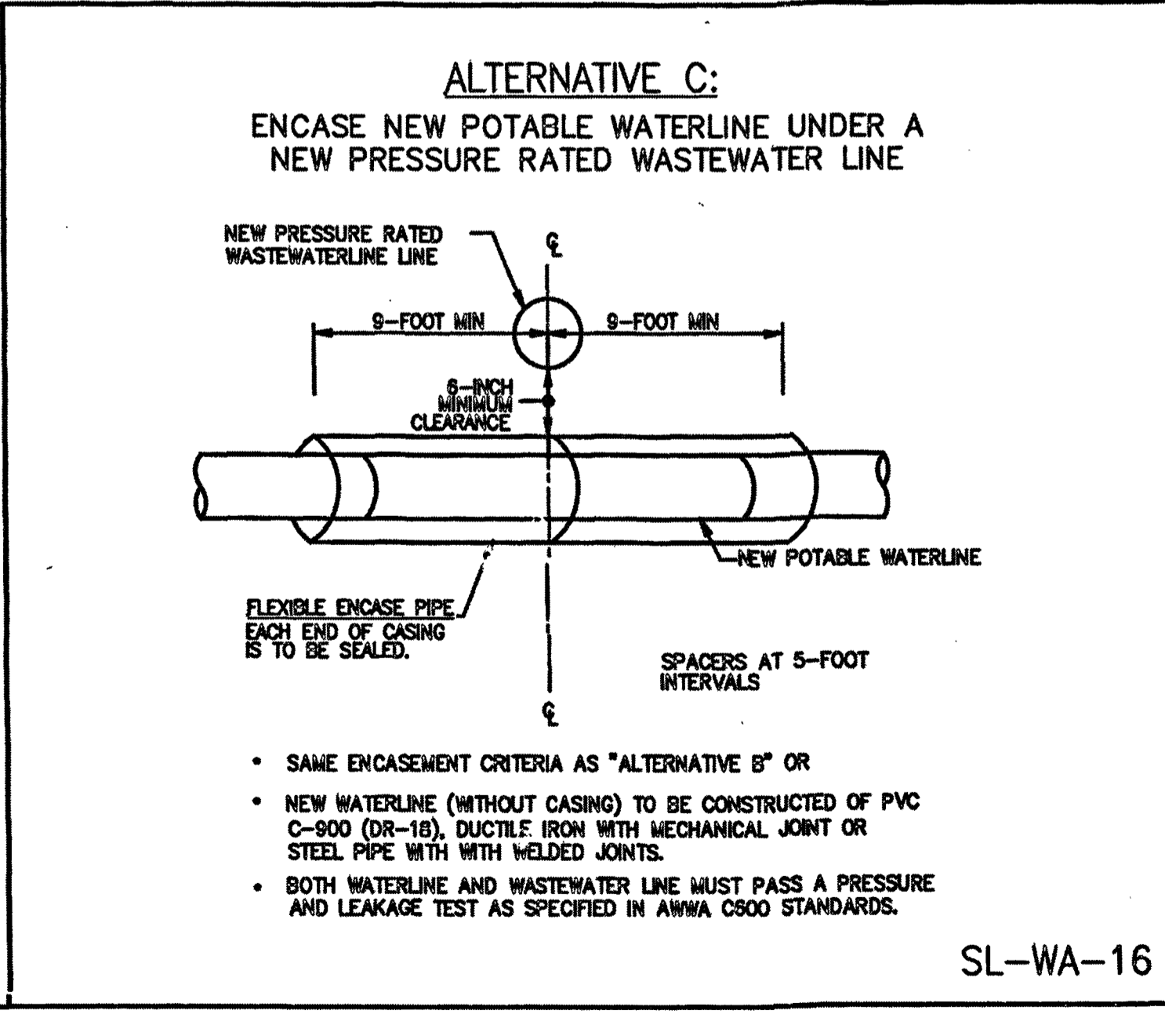
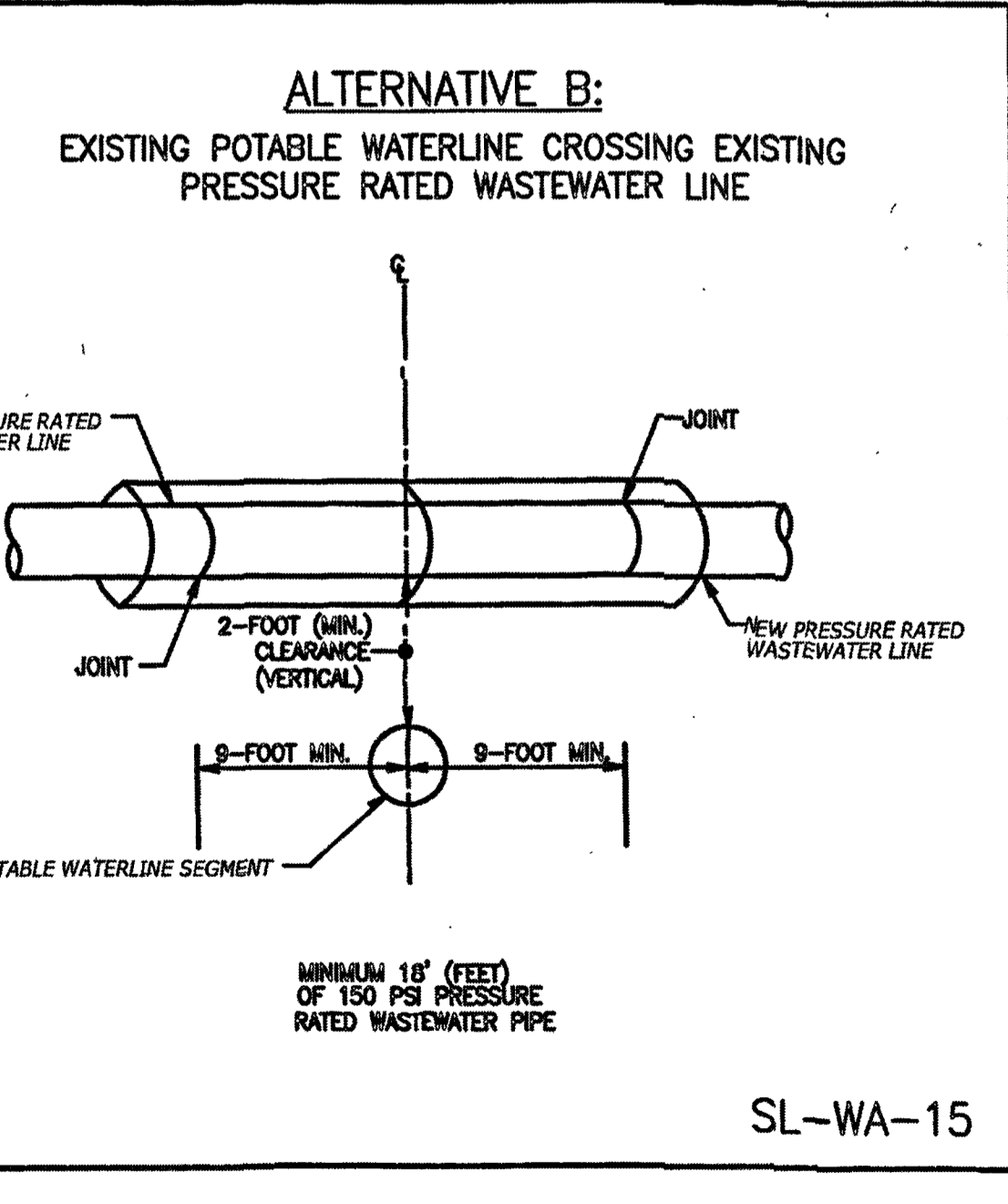
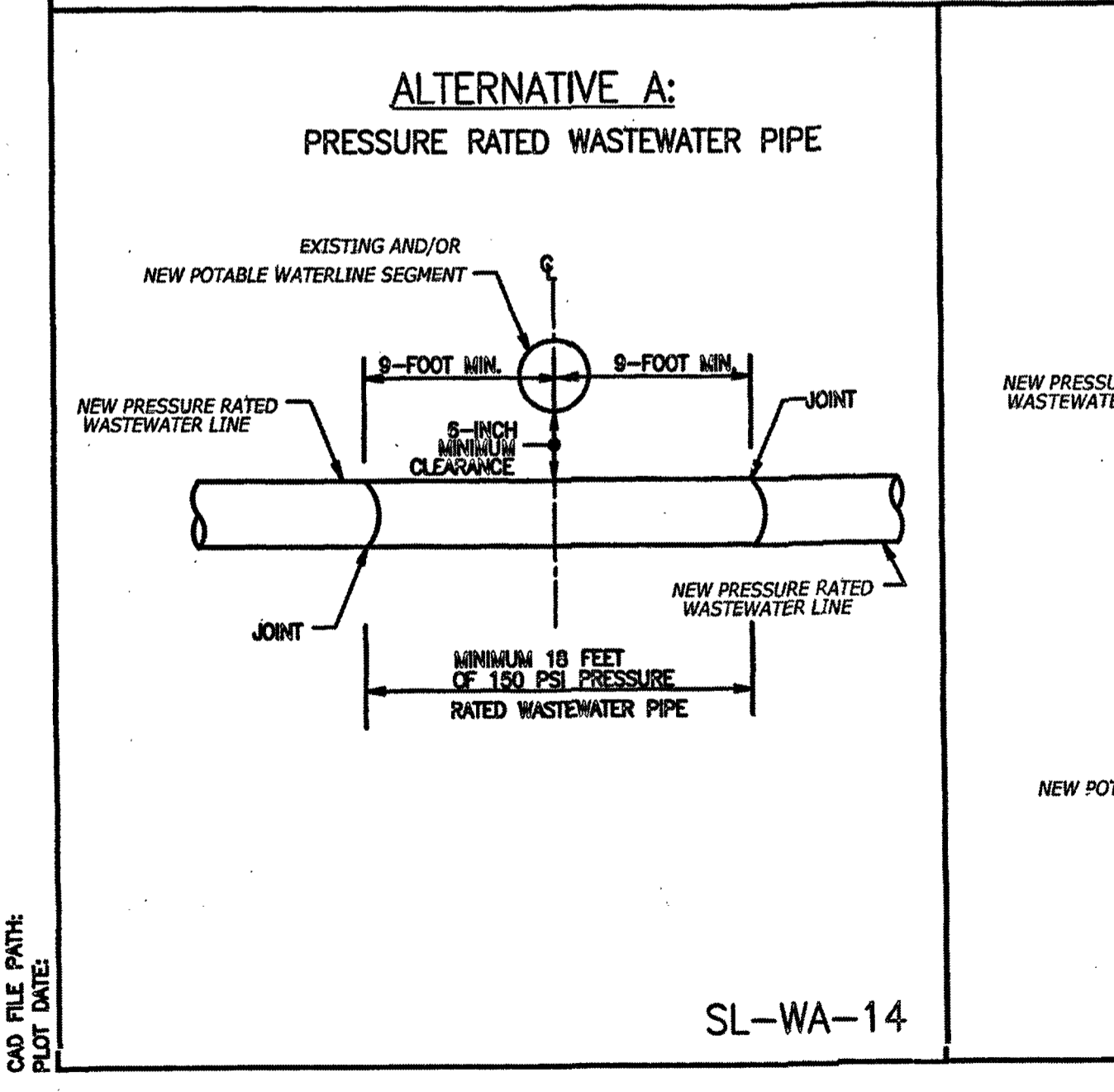
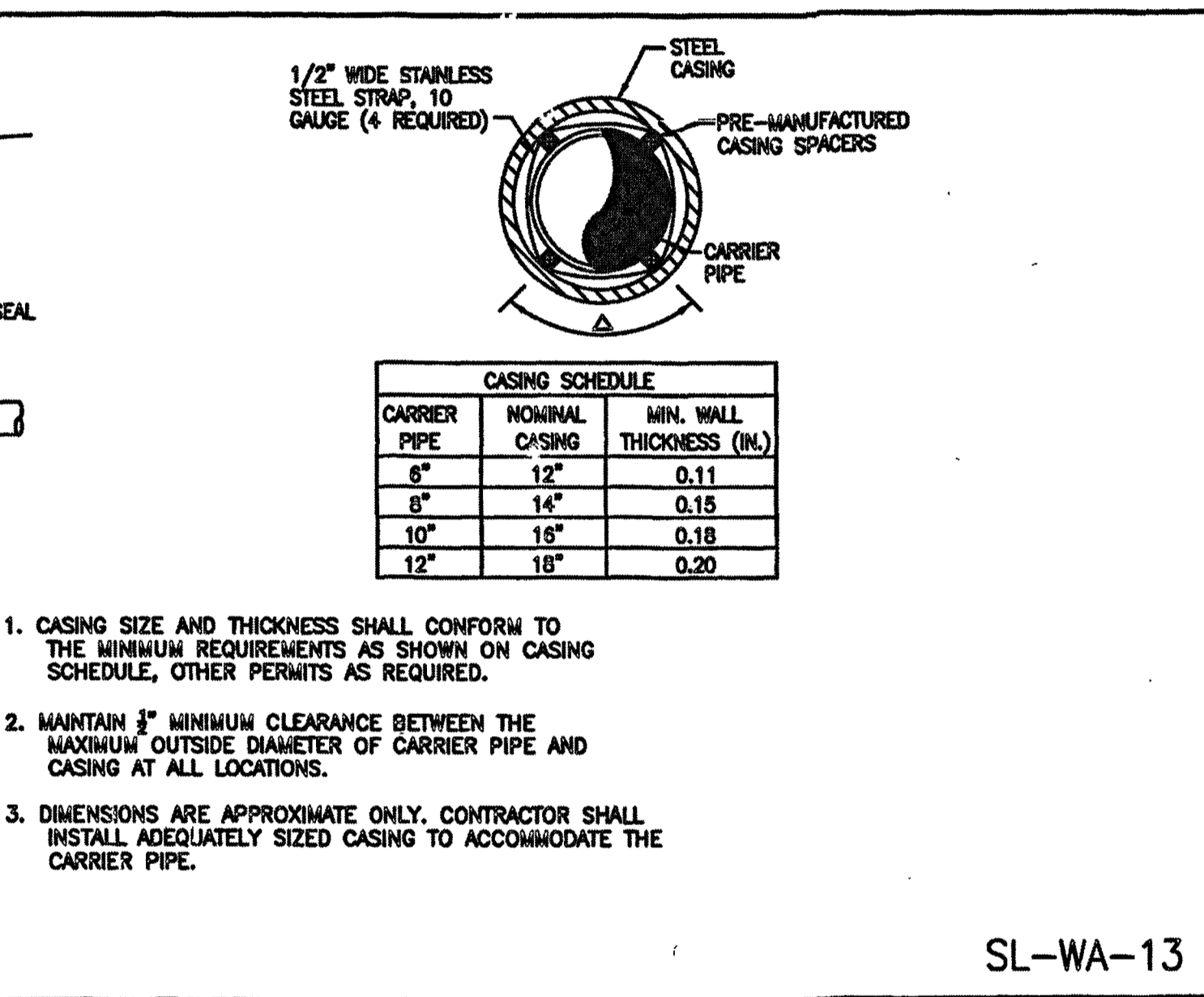
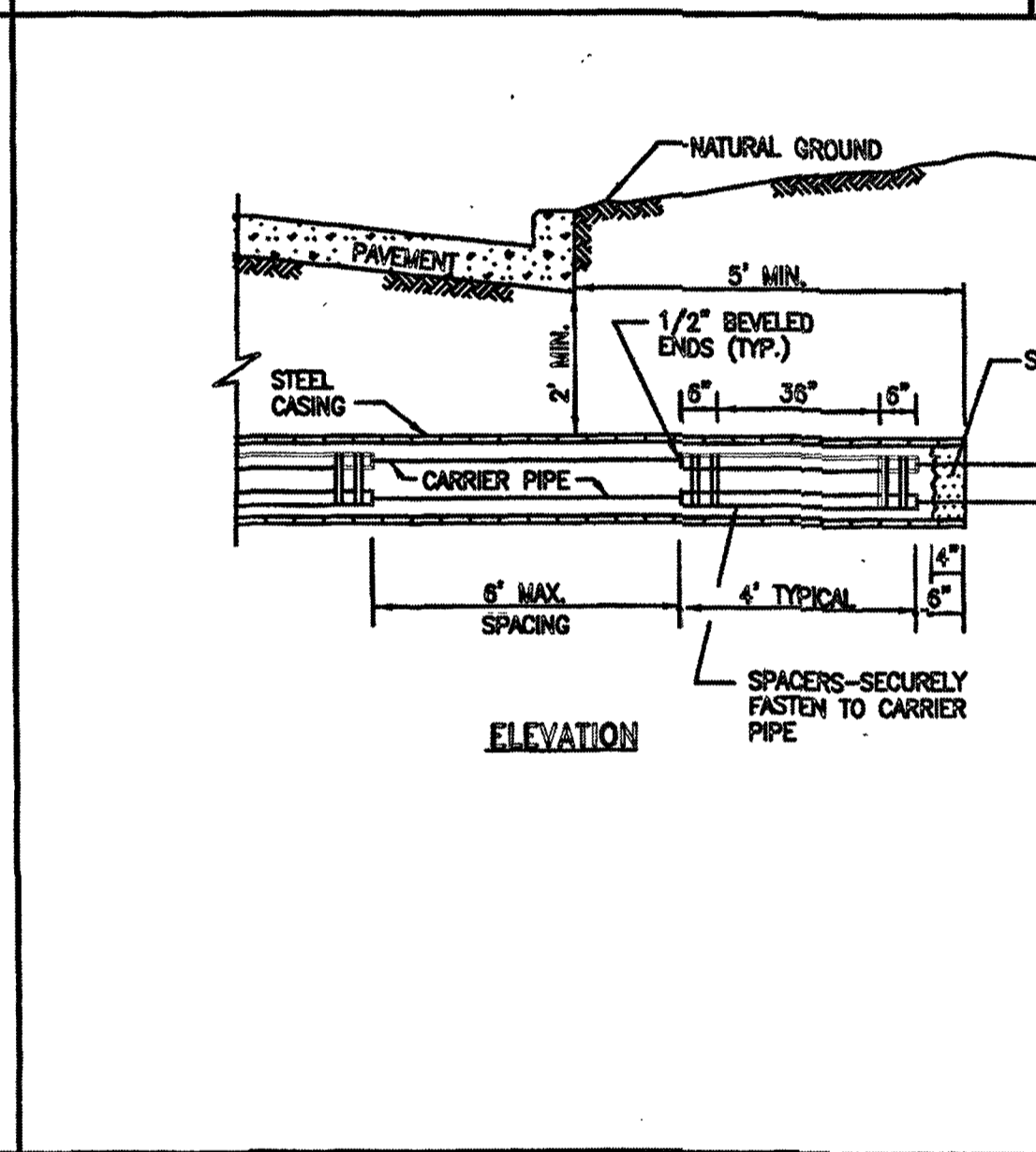
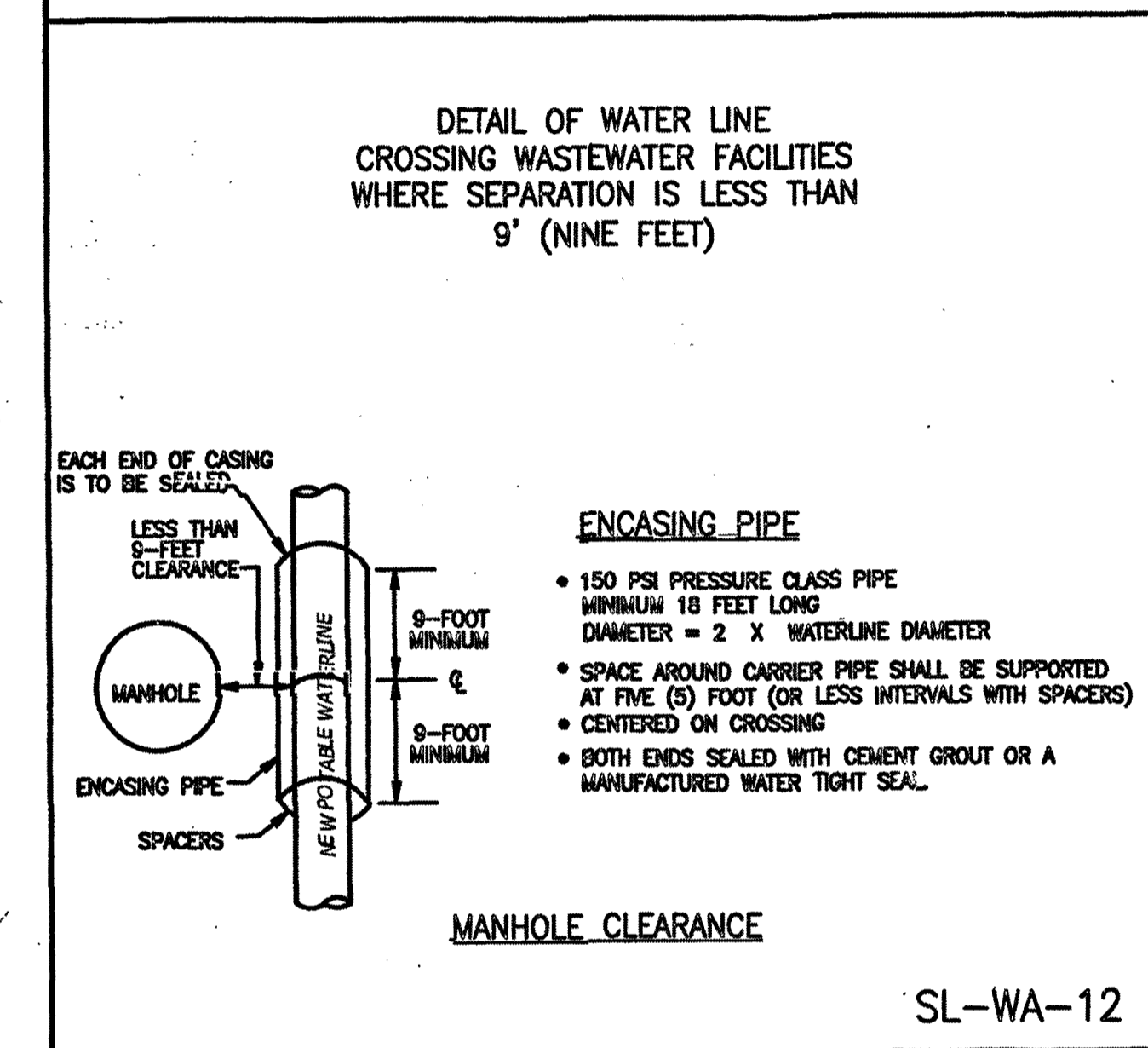
WATER LINE CONSTRUCTION DETAILS
 SL-15
 PROJECT NO. 13499
 3/200



GENERAL NOTES:

- THE CONTRACTOR SHALL CONTACT CITY OF ANGLETON ENGINEERING DEPARTMENT AT 979 049 4364 IF WET SAND OR OTHER UNSTABLE SOIL CONDITIONS, HIGH WATER TABLE AND/OR UNDERGROUND OBSTRUCTIONS ARE ENCOUNTERED.
- SHOULD A CONFLICT ARISE BETWEEN INFORMATION DEPICTED ON APPROVED CONSTRUCTION DRAWINGS AND INFORMATION INCLUDED IN PROJECT SPECIFICATIONS, CITY OF ANGLETON STANDARDS SHALL GOVERN.
- ALL NEW POTABLE WATER LINES AND SANITARY SEWER FORCE MAINS SHALL BE BEDDED IN COMPACTED BANK SAND A MINIMUM OF 6 INCHES BELOW, ABOVE AND TO EITHER SIDE OF SUCH PIPING.
- ALL NEW SANITARY SEWER GRAVITY DRAIN LINES SHALL BE BEDDED IN CEMENT STABILIZED SAND CONFORMING TO THE REQUIREMENTS FOR EITHER CLASS "A" STANDARD BEDDING OR CLASS "A-1" BEDDING AS APPLICABLE. USE OF MODIFIED "A" OR MODIFIED "A-1" BEDDING FOR SANITARY SEWER INSTALLATIONS WHERE WET SAND CONDITIONS ARE ENCOUNTERED AND SEPARATION DISTANCE TO POTABLE WATER LINES IS LESS THAN 9 FEET REQUIRES APPROVAL BY CITY ENGINEER.
- CEMENT STABILIZED BEDDING SHALL BE A MINIMUM 1.5 SACK PER CUBIC YARD C.S.S., INSTALLED IN MAXIMUM LIFTS OF 8 INCHES AND MECHANICALLY TRAPPED TO 85% PROCTOR.
- WHERE REQUIRED, SLEEVING (ENCASEMENT) OF POTABLE WATER PIPING AND/OR SANITARY SEWER GRAVITY DRAIN LINES AND FORCE MAINS SHALL BE PROVIDED. SUCH SLEEVING (ENCASEMENT) SHALL BE CONSTRUCTED OF APPROVED PIPING MATERIALS HAVING A MINIMUM PRESSURE RATING OF 150 PSI AND ANNULAR SPACES AT EACH END SHALL BE SEALED WITH A MATERIAL APPROVED FOR SUCH USE.
- ALL NEW POTABLE WATER LINES SHALL BE SLEEVED (ENCASED) WHERE A MINIMUM OF 9 FEET SEPARATION DISTANCE TO EXISTING OR PROPOSED SANITARY SEWER MANHOLE, LIFT STATION OR WASTEWATER TREATMENT PLANT CANNOT BE MAINTAINED. SLEEVING SHALL BE A MINIMUM OF 18 FEET IN LENGTH AND CENTERED ON THE POINT OF CLOSEST PROXIMITY.
- ALL NEW POTABLE WATER LINES SHALL BE SLEEVED (ENCASED) WHERE LESS THAN 2 FEET VERTICAL OR 4 FEET HORIZONTAL CLEARANCE TO EXISTING OR PROPOSED SANITARY SEWER GRAVITY LINES OR FORCE MAINS CANNOT BE MAINTAINED. SLEEVING SHALL BE A MINIMUM OF 18 FEET IN LENGTH AND CENTERED ON THE POINT OF CROSSING. WHERE SEPARATION DISTANCES CANNOT BE MAINTAINED, SLEEVING SHALL EXTEND AT LEAST 9 FEET PAST THE POINT WHERE MINIMUM SEPARATION DISTANCES ARE ACHIEVED.
- ALL NEW POTABLE WATER LINES SHALL BE CONSTRUCTED ABOVE EXISTING OR PROPOSED SANITARY SEWER GRAVITY LINES OR FORCE MAINS WHERE POSSIBLE. WHERE INSTALLATION BENEATH SANITARY SEWER GRAVITY LINES IS UNAVOIDABLE, SLEEVING (ENCASEMENT) IS REQUIRED FOR ALL POINTS OF CROSSING. SLEEVING (ENCASEMENT) IS REQUIRED FOR ALL NEW POTABLE WATER LINES CONSTRUCTED OF PVC PIPING MATERIALS, REGARDLESS OF SEPARATION DISTANCE. SLEEVING SHALL BE A MINIMUM OF 18 FEET IN LENGTH AND CENTERED ON THE POINT OF CROSSING.
- ALL NEW SANITARY SEWER GRAVITY LINES AND/OR FORCE MAINS CONSTRUCTED OF PVC PIPING MATERIALS SHALL BE SLEEVED (ENCASED) WHERE LESS THAN 2 FEET VERTICAL OR 4 FEET HORIZONTAL CLEARANCE TO EXISTING POTABLE WATER PIPING CANNOT BE MAINTAINED. SLEEVING SHALL BE A MINIMUM OF 18 FEET IN LENGTH AND CENTERED ON THE POINT OF CLOSEST PROXIMITY.
- WHERE POSSIBLE, WHERE INSTALLATION ABOVE POTABLE WATER LINES IS UNAVOIDABLE, SLEEVING (ENCASEMENT) IS REQUIRED FOR ALL SUCH SANITARY SEWER LINES CONSTRUCTED OF PVC PIPING MATERIALS, REGARDLESS OF SEPARATION DISTANCE. SLEEVING SHALL BE A MINIMUM OF 18 FEET IN LENGTH AND CENTERED ON THE POINT OF CROSSING.
- WHERE NEW SANITARY SEWER SIZING (24 INCH OR GREATER) PRECLUDES THE USE OF PVC PIPING MATERIALS AND SLEEVING (ENCASEMENT) OF THE SANITARY SEWER WOULD OTHERWISE BE REQUIRED BUT IS IMPRACTICAL, THE EXISTING POTABLE WATER PIPING SHALL EITHER BE OFFSET TO PROVIDE THE REQUIRED MINIMUM CLEARANCES OR SLEEVED (ENCASED) IN LIEU OF SLEEVING (ENCASING) THE SANITARY SEWER LINE. SLEEVING SHALL BE A MINIMUM OF 18 FEET IN LENGTH AND CENTERED ON THE POINT OF CROSSING.
- IN NO INSTANCE SHALL A FIRE HYDRANT BE INSTALLED WITHIN 9 LINEAR FEET OF A SANITARY SEWER SYSTEM.
- NOTE: SEPARATION DISTANCES ARE MEASURED FROM THE OUTSIDE DIAMETERS OF EACH PIPE AND FROM THE EXTERIOR SURFACES OF MANHOLES, LIFT STATIONS, WASTEWATER TREATMENT PLANTS AND ASSOCIATED APPURTENANCES.
- REFER TO GENERAL SANITARY, WATER AND C.S.S. NOTES.

SL-WA-18



NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED MS
DRAWN BT
CHECKED
DATE

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
300 E. CEDAR ST. ANGLETON, TEXAS 77515
PHONE: (979) 849-6681 FAX: (979) 849-6689
REG. NO. F-825

STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER
121992
MIGUEL ANGEL A. SAUCEDA

The seal appearing on this document was authorized by Miguel Angel A. Saucedo P.E. 121992
Date: 3/16/20

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
185 CEDAR POINT DRIVE
LIVINGSTON, TX 77351
936-646-6767

PLAN: _____
PROFILE: _____
HORIZONTAL: _____
VERTICAL: _____

CITY OF SUGAR LAND, TEXAS
ENGINEERING DEPARTMENT

CONSTRUCTION PLANS FOR:
WATER LINE CROSSING DETAILS

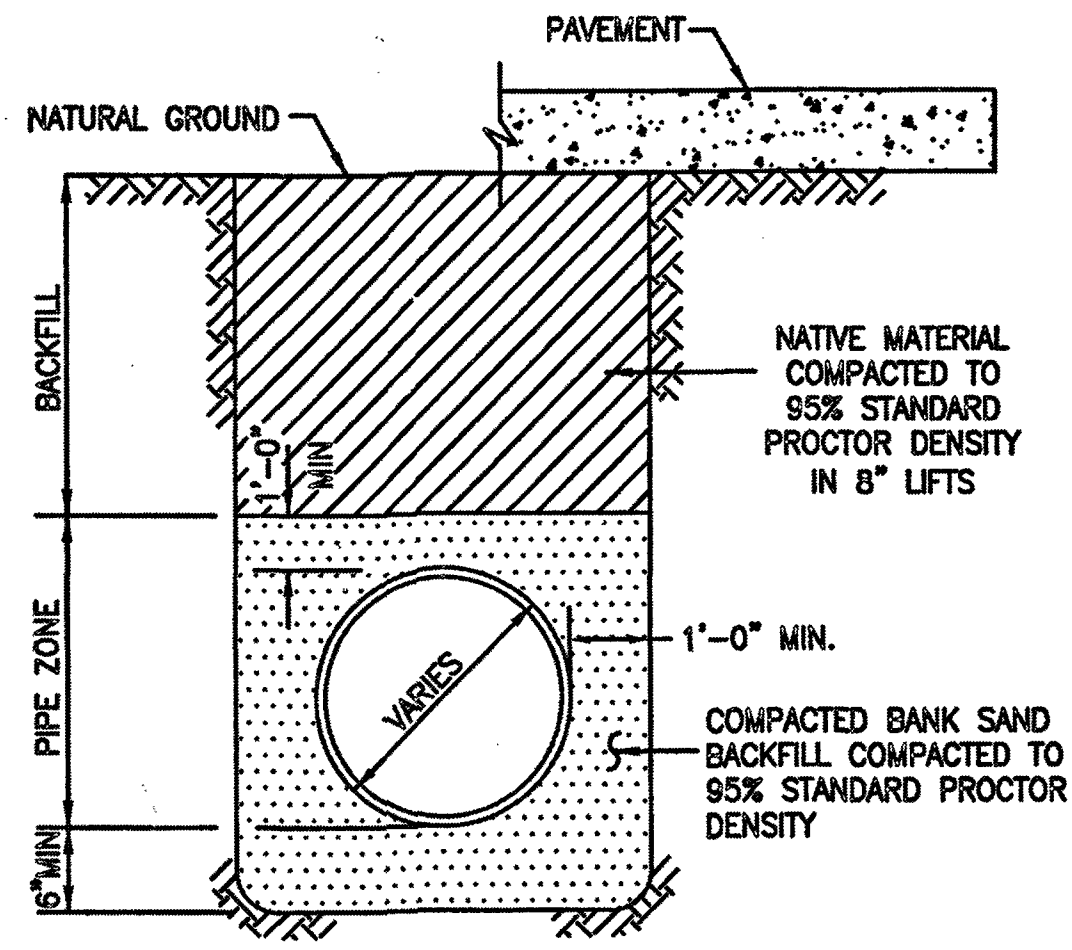
JOB No.: _____
DATE DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: _____

SL-16
SHEET OF

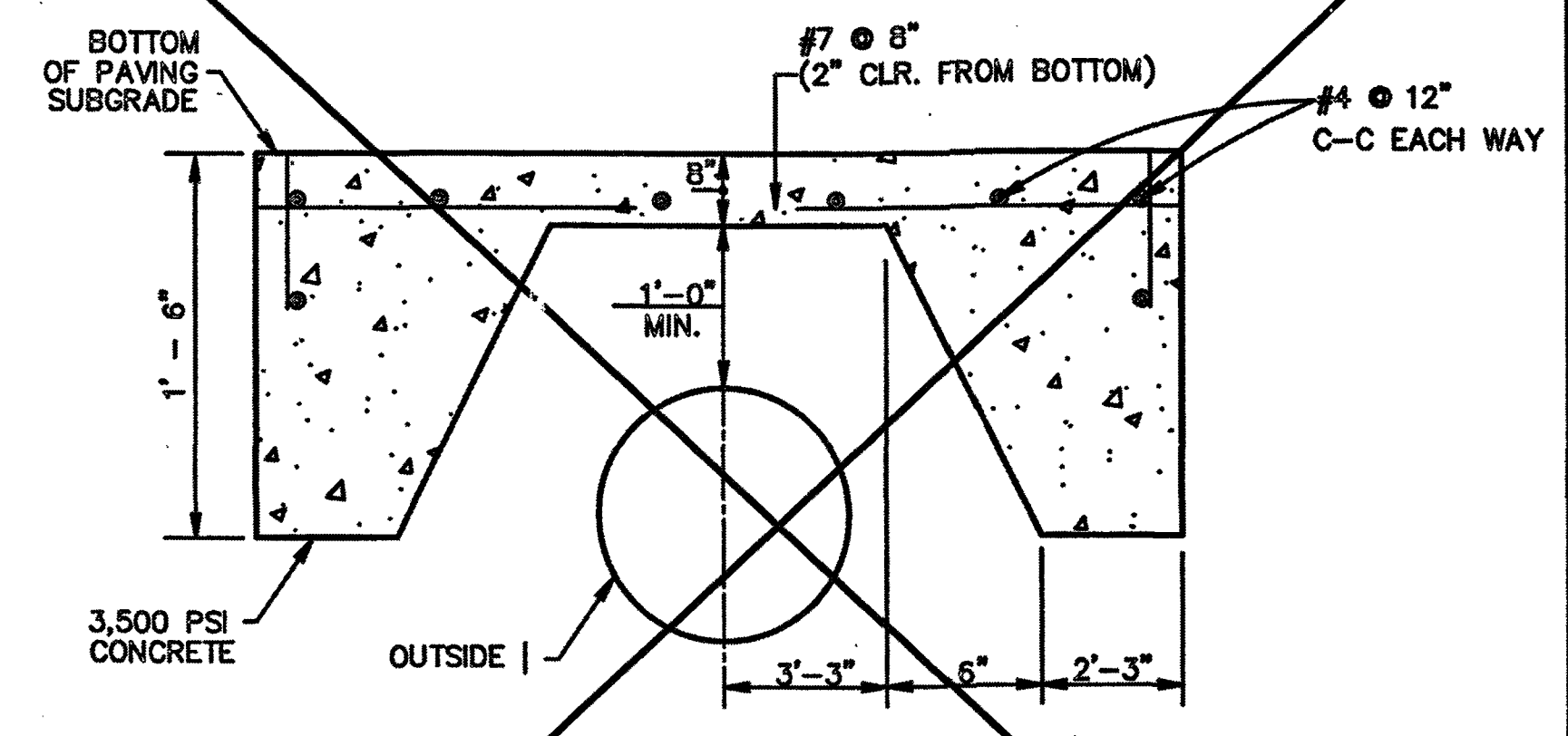
KIBER RESERVE
A 19.84 AC, 93-LOT SUBDIVISION
ANGLETON, TEXAS 77515

WATER LINE CROSSING DETAILS
SL-16

PROJECT NO. 13499



P.V.C. PIPE BEDDING & BACKFILL
N.T.S.
*SEE CONSTRUCTION NOTES



PROTECTIVE SLAB DETAIL
ZERO LOAD TRANSFER CONCRETE SLAB

CONSTRUCTION NOTES

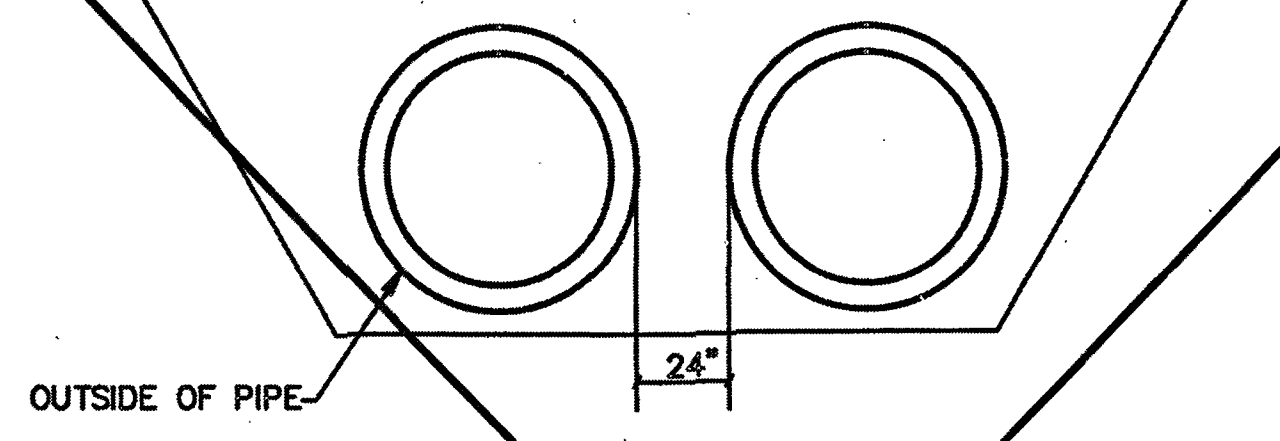
1. CONTRACTOR SHALL CONTACT CITY OF ANGLETON ENGINEERING DEPARTMENT AT (979) 849-4364 IMMEDIATELY IF WET SAND CONDITIONS ARE ENCOUNTERED.
2. LIMESTONE AND RECYCLED CONCRETE DIMENSIONS SHOWN ARE TYPICAL BUT MAY BE VARIED BY ORDER OF CITY ENGINEER.
3. LIMESTONE OR RECYCLED CONCRETE SHALL BE IN ACCORDANCE WITH TXDOT SPECIFICATION NO. 248 FLEXIBLE BASE, TYPE A, GRADE 2 AGGREGATE.
4. NO BEDDING SHALL BE INSTALLED IN WET CONDITIONS, WHEN WILL POINTING OR IN WET SAND CONDITIONS, MAINTAIN GROOUND WATER 1 (FT) BELOW BOTTOM OF TRENCH FOR A MINIMUM OF 24-HOURS AFTER BEDDING ANND BACKFILL IS IN PLACE.
5. ALL MATERIALS SHALL BE FROM THE APPROVED PRODUCTS LIST UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
6. SANITARY SEWER BEDDING FOR WET SAND CONDITIONS SHALL BE AS PER MODIFIED "A".
7. ALL SAND BEDDING FOR WATER LINES SHALL BE CLEAN, MECHANICALLY COMPACTED BANK SAND.
8. REFER TO: MANHOLE DETAILS, SANITARY, C.S.S., GENERAL, WATER CROSSING, WATER DISTRIBUTION DETAILS AND NOTES.
9. ALL BEDDING WILL BE COMPACTED TO 95% STANDARD DENSITY.
10. A GEOTECHNICAL REPORT MAY BE REQUIRED TO ANALYZE THE BEARING CAPACITY OF EXISTING SOILS AND MAKE A DETERMINATION IF ADDITIONAL BEDDING AND BACKFILL IS APPROPRIATE.

SANITARY FORCE MAIN & WATER LINE BEDDING AND BACKFILL

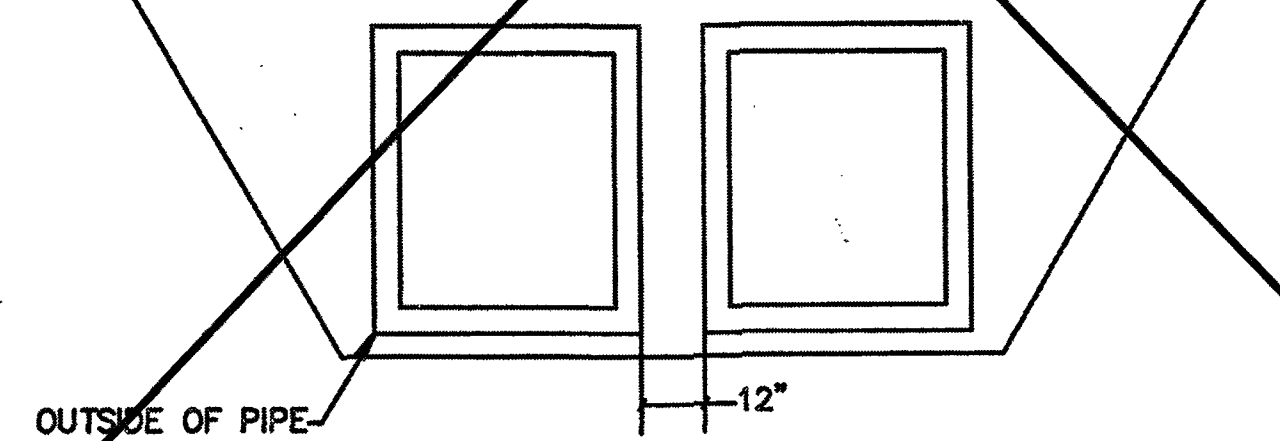
SL-BB-01

SL-BB-04

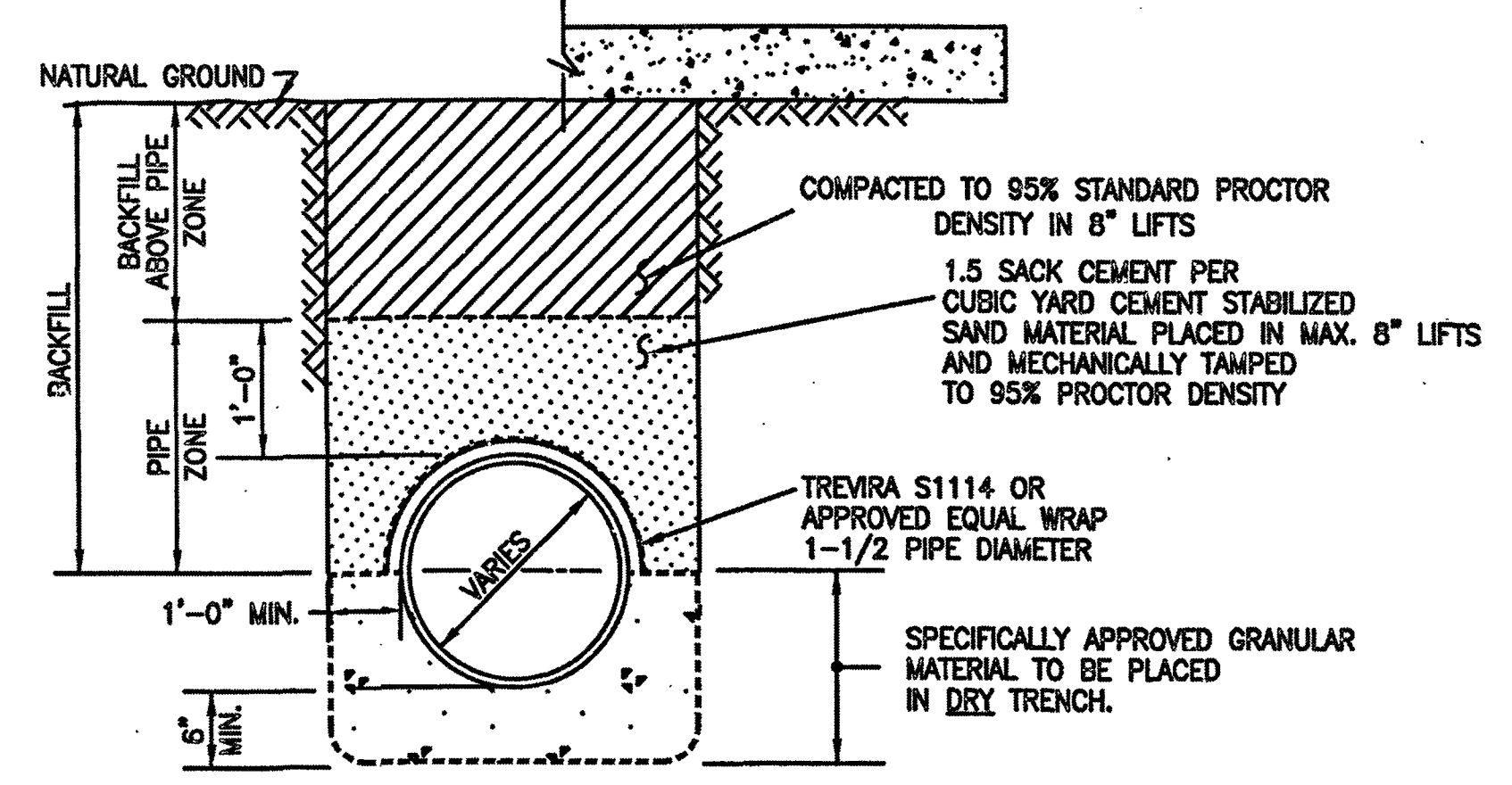
SL-BB-05



PIPE SEPARATION



RCB SEPARATION



MODIFIED "A"
N.T.S.


NOTE: C.S.S. SHALL BE INSTALLED A MIN. 1' ABOVE TOP OF PIPE.

SANITARY SEWER BEDDING AND BACKFILL

SL-BB-03

REFER TO:

1. GENERAL NOTES
2. C.S.S. NOTES

NO.	DATE	REVISION
SEAL:		
DESIGN ENGINEER: _____ DATE _____		
 CITY OF SUGAR LAND, TEXAS ENGINEERING DEPARTMENT		
CONSTRUCTION PLANS FOR:		
WATER LINE, SANITARY SEWER FORCE MAIN BEDDING DETAILS		
JOB No.: DATE: DESIGNED BY: DRAWN BY: CHECKED BY: SCALE:	SL-19 SHEET OF	

PLOT TIME:

CAD FILE PATH:
PLOT DATE:

DESIGNED	MS		
DRAWN	BT		
CHECKED			
DATE			
NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

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PHONE: (979) 849-6681 FAX: (979) 849-4689
REG. NO. F-825



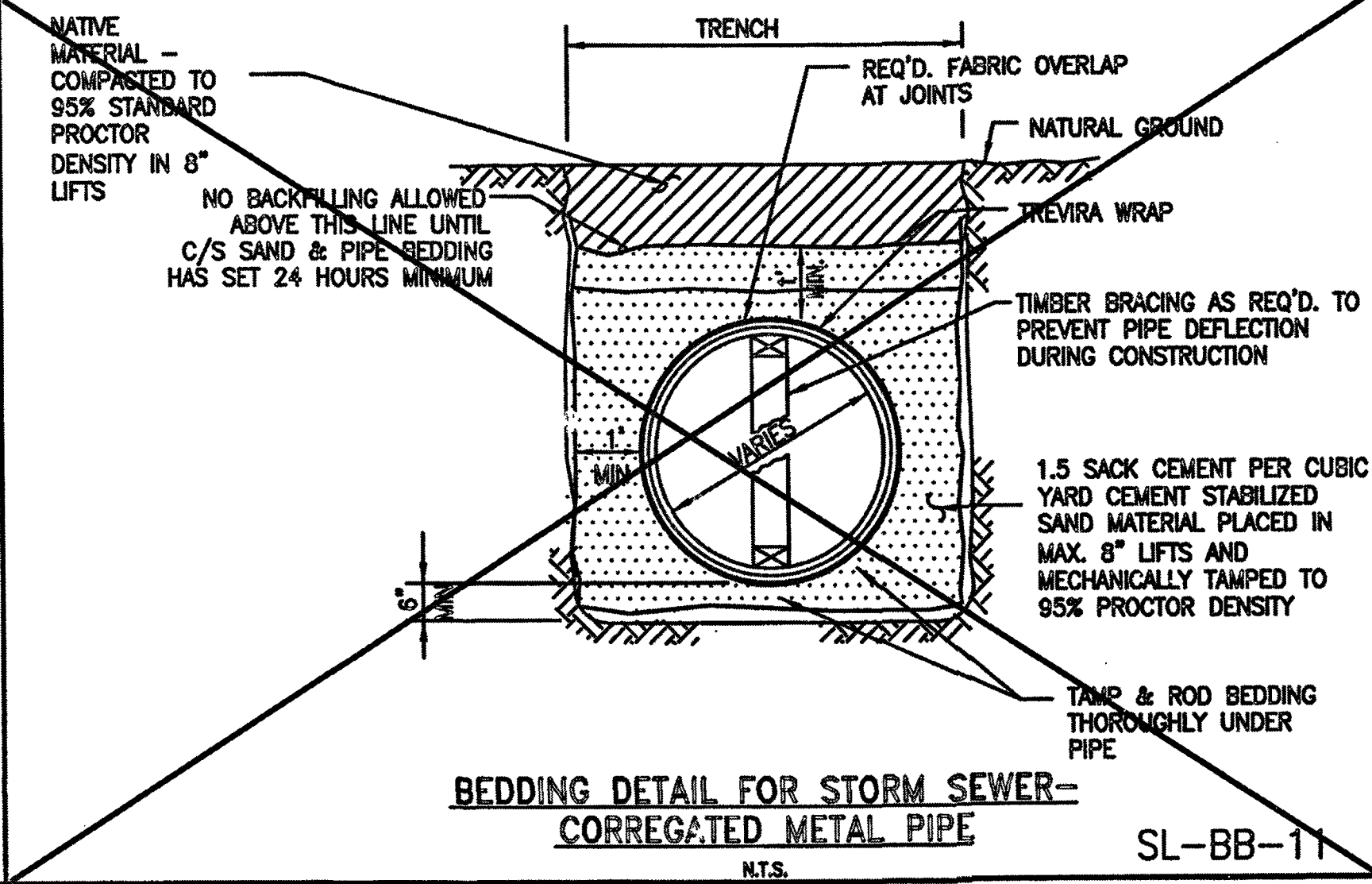
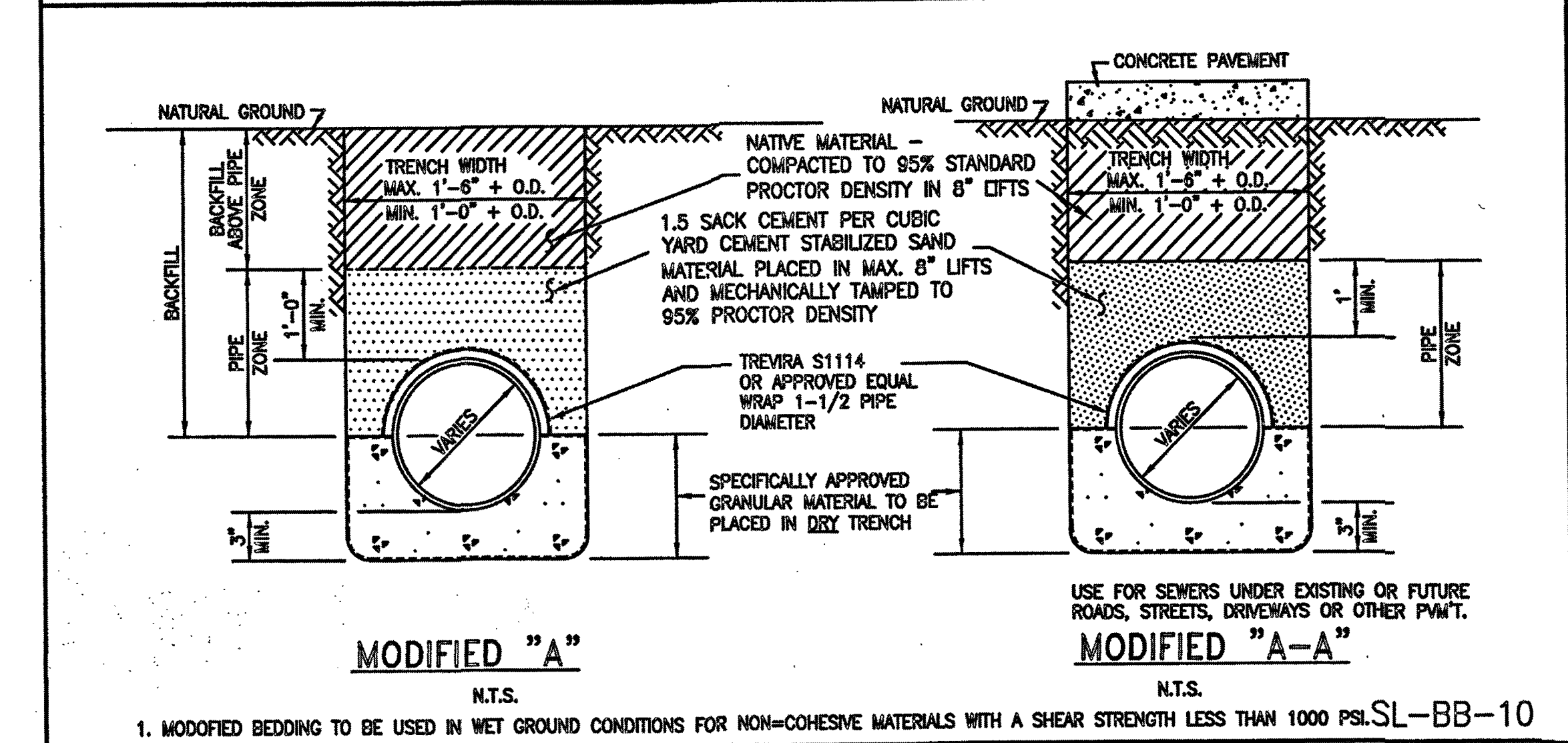
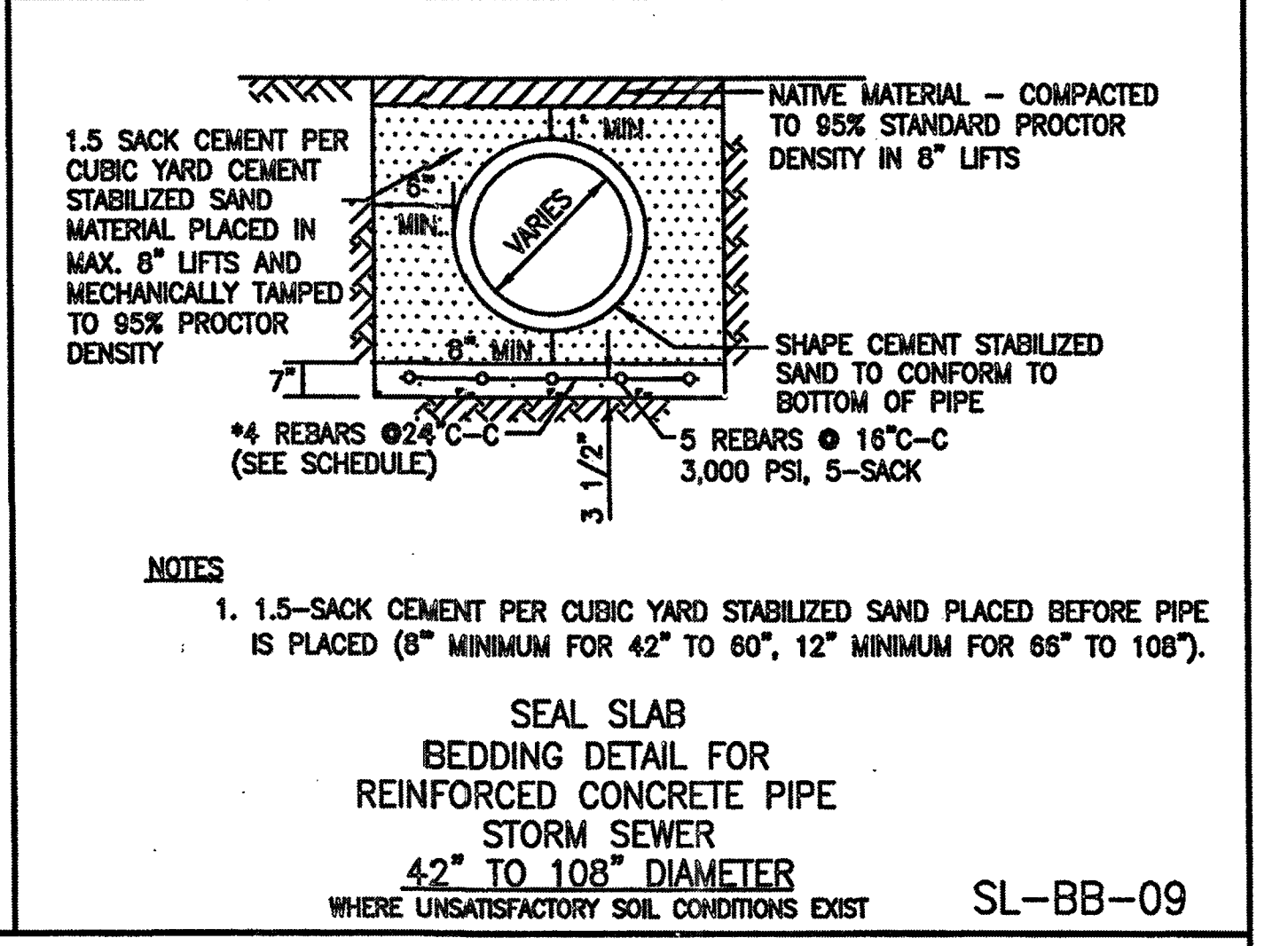
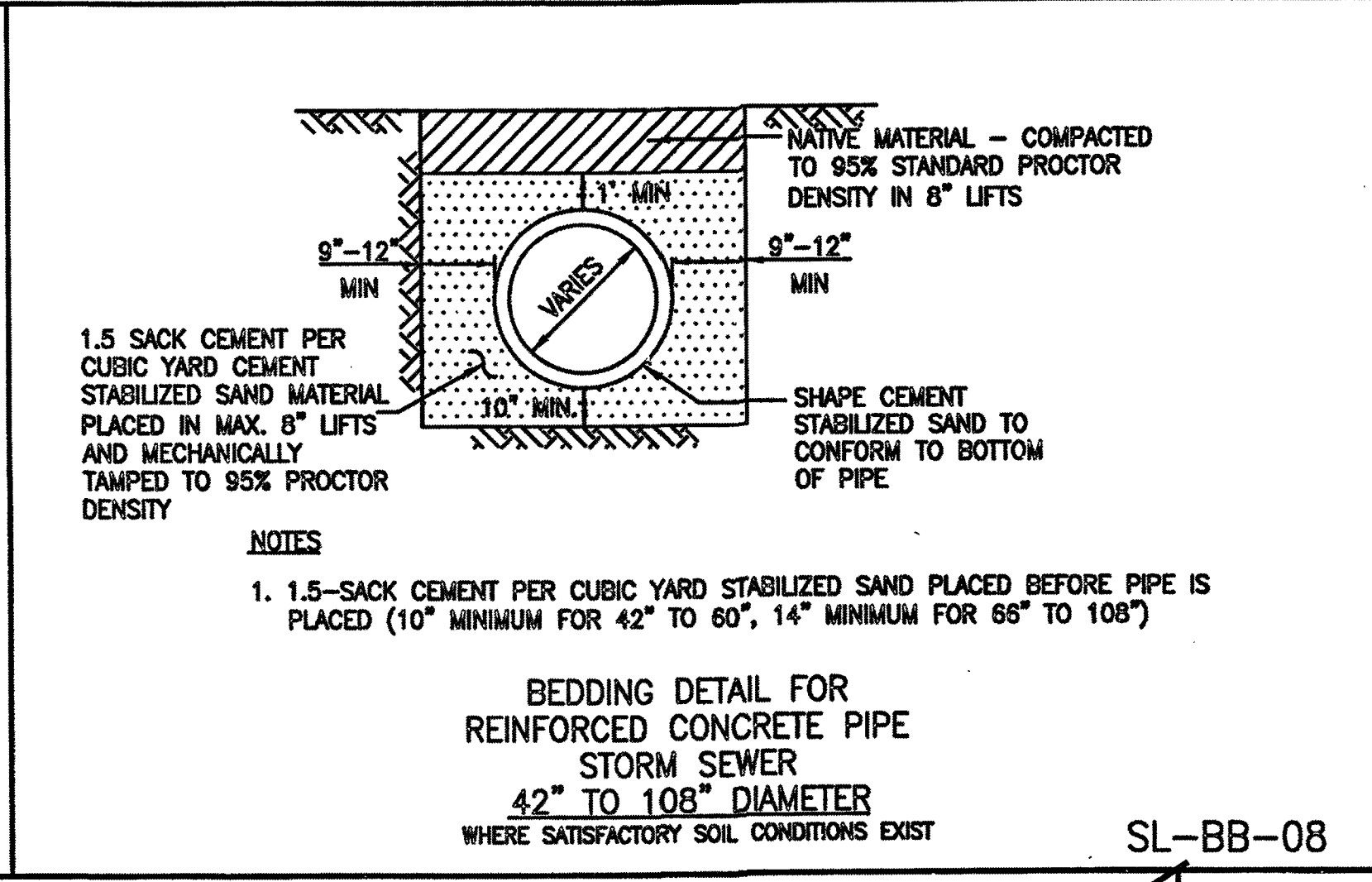
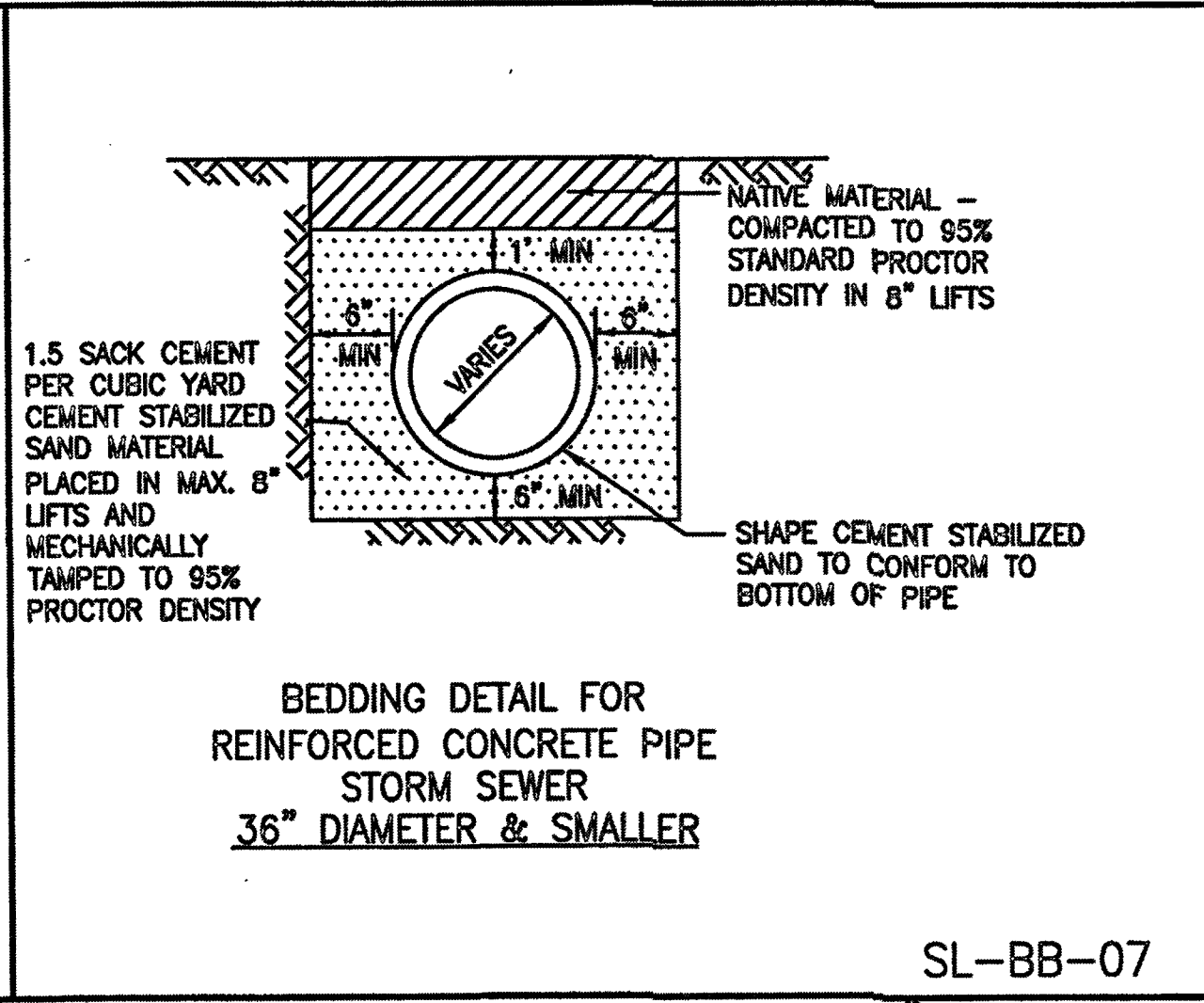
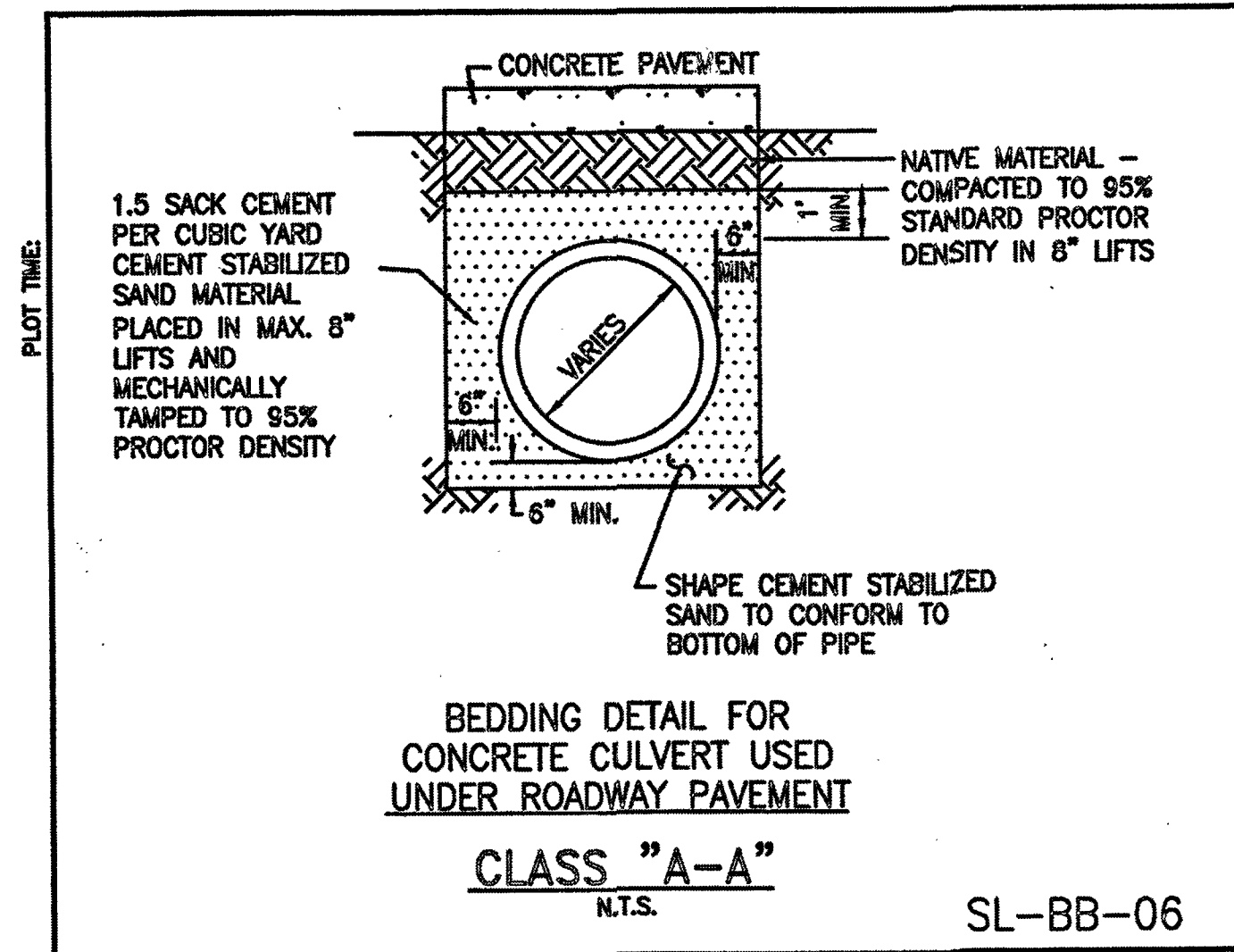
The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
Date: 3/16/20

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
185 CEDAR POINT DRIVE
LIVINGSTON, TX 77351
936-646-6767

PLAN: _____
PROFILE: _____
HORIZONTAL: _____
VERTICAL: _____

KIBER RESERVE
A 19.84 AC, 93-LOT SUBDIVISION
ANGLETON, TEXAS 77515

WATER LINE, SANITARY SEWER FORCE MAIN BEDDING DETAILS
SL-19

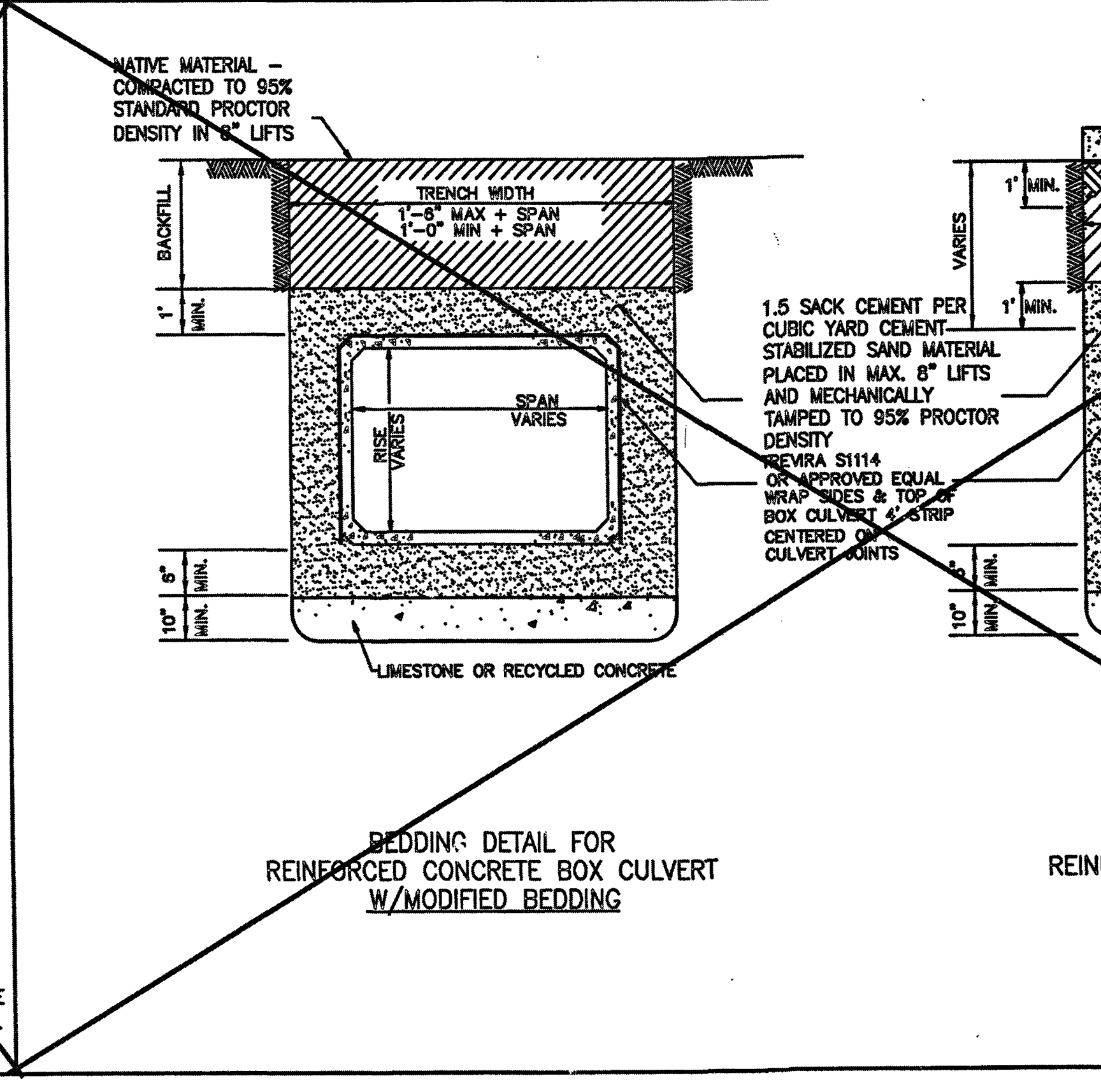
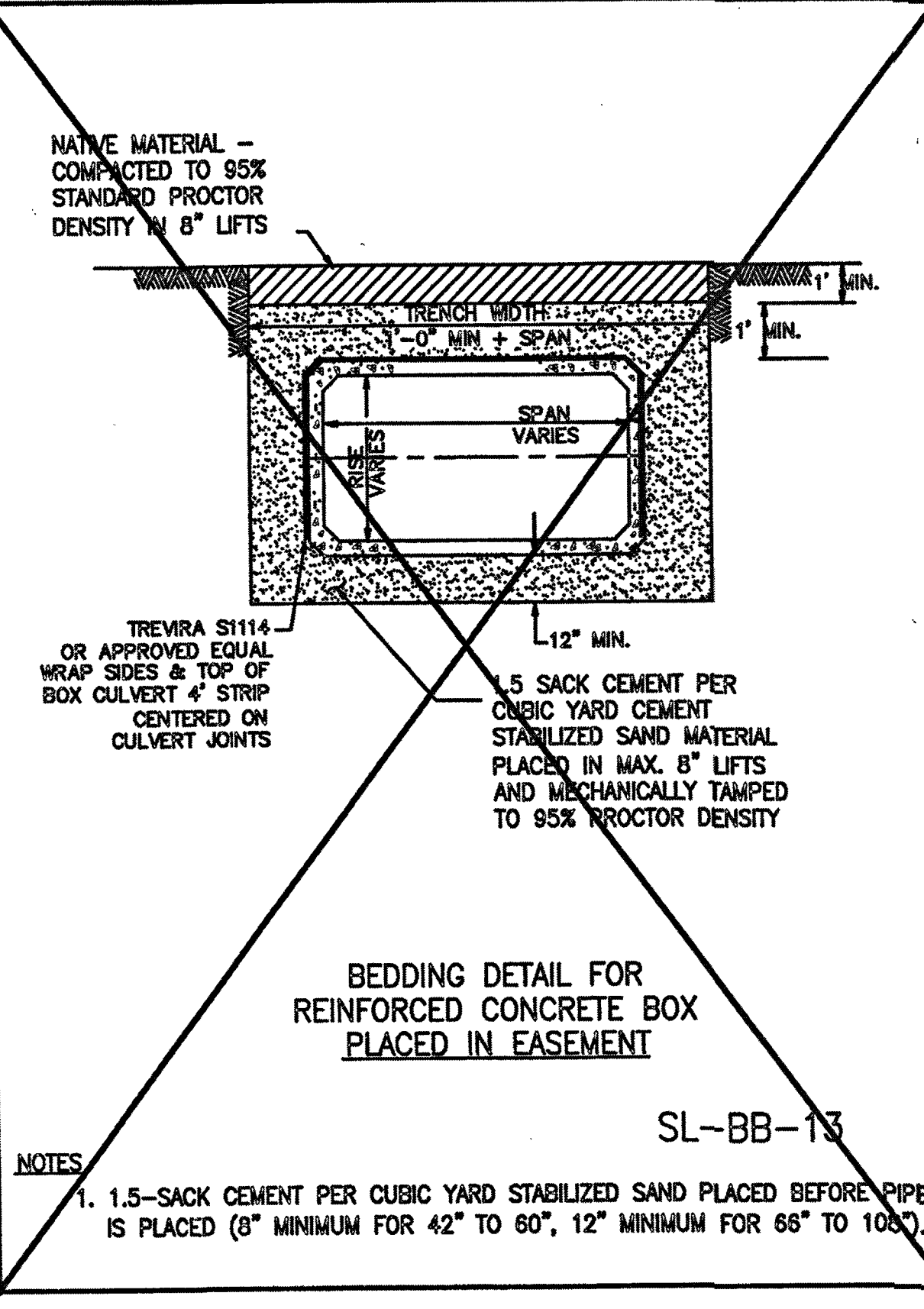
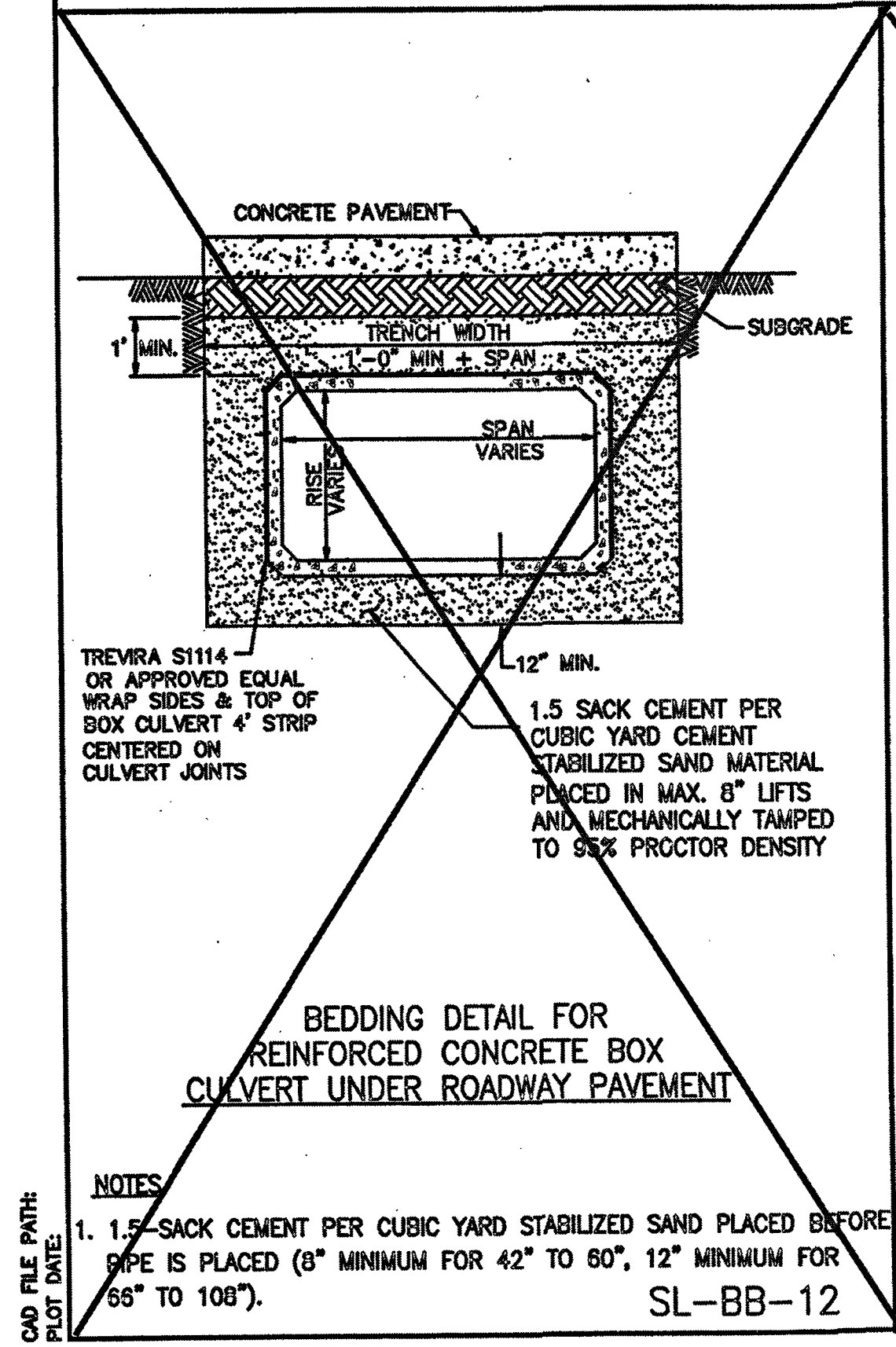


CONSTRUCTION NOTES

- CONTRACTOR SHALL CONTACT THE CITY OF ANGLETON ENGINEERING DEPARTMENT IMMEDIATELY IF WET SAND CONDITIONS ARE ENCOUNTERED.
- SPECIFICALLY APPROVED GRANULAR MATERIAL DIMENSIONS SHOWN ARE TYPICAL BUT MAY BE VARIED BY ORDER OF CITY ENGINEER.
- SPECIFICALLY APPROVED GRANULAR MATERIAL SHALL BE IN ACCORDANCE WITH TxDOT SPECIFICATION No. 247 FLEXIBLE BASE, TYPE A, GRADE 2 AGGREGATE.
- NO BEDDING SHALL BE INSTALLED IN WET CONDITIONS. WHEN WELL POINTING OR IN WET SAND CONDITIONS, MAINTAIN GROUND WATER 1' (FT.) BELOW BOTTOM OF TRENCH FOR A MINIMUM OF 24-HRS AFTER BEDDING AND BACKFILL IS IN PLACE.
- R.C.P. AND BOX CULVERTS SHALL BE INSTALLED WITH APPROVED GASKETS ONLY.
- MANHOLES SHALL BE PROVIDED WHERE MODIFIED "A" OR MODIFIED "A-A" BEDDING IS USED. STACKS ARE NOT ALLOWED.
- REFER TO: MANHOLE DETAILS, INLETS, OUTFALL AND END TREATMENT DETAILS, C.S.S., GENERAL NOTES, AND STORM NOTES.
- SPECIFIC DESIGNS MUST BE SUBMITTED AND APPROVED BY THE CITY ENGINEER FOR MANHOLE ACCESS TO BOX CULVERTS AS REQUIRED.
- ALL BACKFILL WITHIN THE R.O.W. SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- A GEOTECHNICAL REPORT MAY BE REQUIRED TO ANALYZE THE BEARING CAPACITY OF EXISTING SOILS AND MAKE A DETERMINATION IF ADDITIONAL BEDDING AND BACKFILL IS APPROPRIATE.

PIPE SIZE	LET #	LAT #	NO LONGIT #	NO BARS
42"	5'4"			5
48"	6'8"			6
54"	8'0"			6
60"	9'0"			7
66"	10'0"			7
72"	11'0"			8
78"	12'0"			8
84"	13'0"			8
90"	14'0"			9
96"	15'0"			9
102"	16'0"			10
108"	17'0"			10

SL-BB-15



CITY OF SUGAR LAND, TEXAS
ENGINEERING DEPARTMENT

CONSTRUCTION PLANS FOR:
STORM SEWER PIPE BEDDING AND BACKFILL DETAILS

SL-20

DESIGNED: MS
DRAWN: BT
CHECKED: _____
DATE: _____

NO.	DATE	DESCRIPTION	APPROVED

REVISIONS

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
300 E. CEDAR ST., ANGLETON, TEXAS 77515
PHONE: (979) 849-6681 FAX: (979) 849-4689
REG. NO. F-825

STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER
MIGUEL ANGEL A. SAUCEDA
121992
Date: 3/16/20

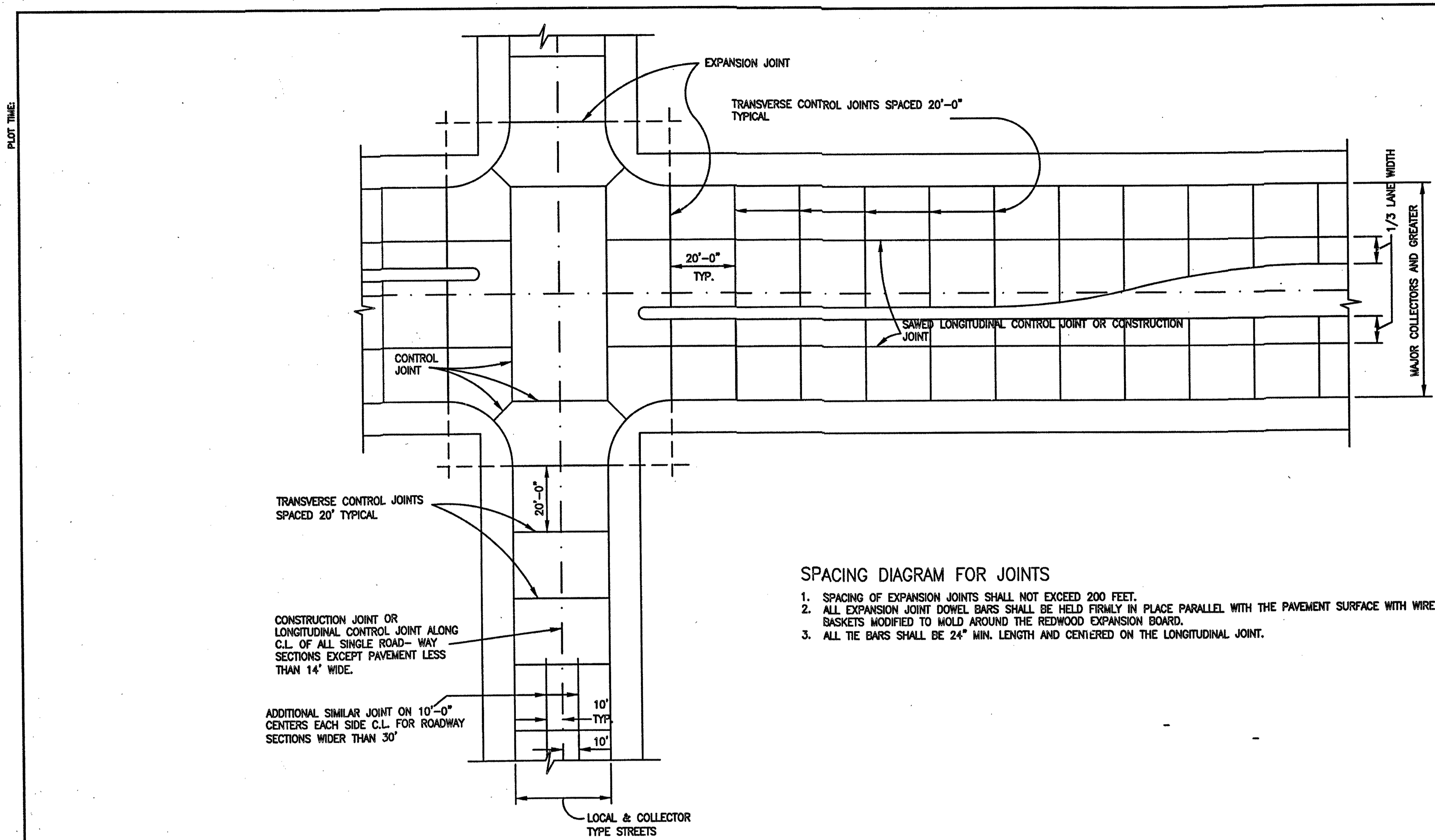
OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
185 CEDAR POINT DRIVE
LIVINGSTON, TX 77351
936-646-6767

PLAN: _____
PROFILE: _____
HORIZONTAL: _____
VERTICAL: _____

KIBER RESERVE
A 19.84 AC, 93-LOT SUBDIVISION
ANGLETON, TEXAS 77515

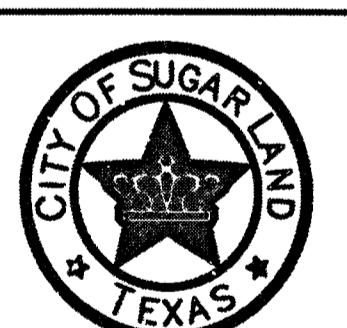
STORM SEWER PIPE BEDDING AND BACKFILL DETAILS
SL-20

PROJECT NO. 13499



- SPACING DIAGRAM FOR JOINTS**
1. SPACING OF EXPANSION JOINTS SHALL NOT EXCEED 200 FEET.
 2. ALL EXPANSION JOINT DOWEL BARS SHALL BE HELD FIRMLY IN PLACE PARALLEL WITH THE PAVEMENT SURFACE WITH WIRE BASKETS MODIFIED TO MOLD AROUND THE REDWOOD EXPANSION BOARD.
 3. ALL TIE BARS SHALL BE 24" MIN. LENGTH AND CENTERED ON THE LONGITUDINAL JOINT.

PLOT TIME: CAD FILE PATH: PLOT DATE:

No.	DATE	REVISION
SEAL:		
DESIGN ENGINEER:		DATE:
 CITY OF SUGAR LAND, TEXAS ENGINEERING DEPARTMENT		
CONSTRUCTION PLANS FOR:		
CONCRETE PAVEMENT CONSTRUCTION DETAILS		
JOB No.: DATE: DESIGNED BY: DRAWN BY: CHECKED BY: SCALE:		SL-22 SHEET OF

DESIGNED	MS		
DRAWN	BT		
CHECKED			
DATE			
NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

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BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 300 E. CEDAR ST. ANGLETON, TEXAS 77515
 PHONE: (979) 849-6681 FAX: (979) 849-4689
 REG. NO. F-825



The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
 Date: 3/16/20

OWNER:
CHARLES VON SCHMIDT
WATERSTONE DEVELOPMENT GROUP
 185 CEDAR POINT DRIVE
 LIVINGSTON, TX 77351
 936-646-6767

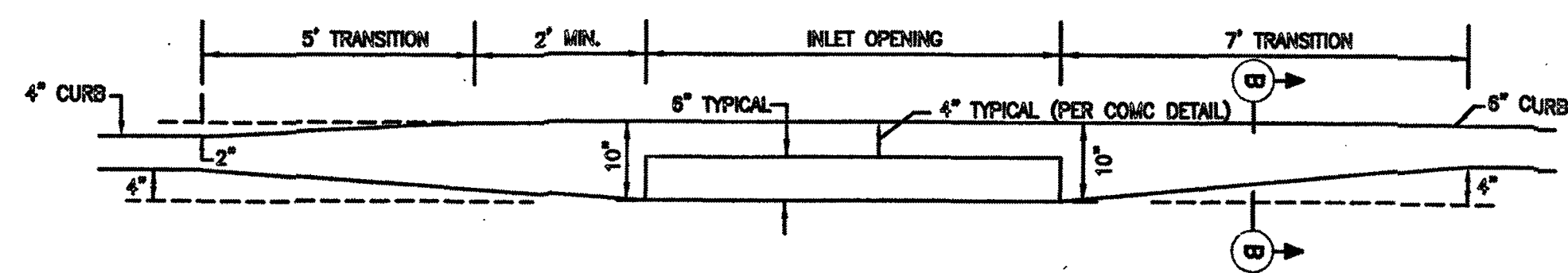
PLAN: _____
 PROFILE: _____
 HORIZONTAL: _____
 VERTICAL: _____

KIBER RESERVE
 A 19.84 AC, 93-LOT SUBDIVISION
 ANGLETON, TEXAS 77515

CONCRETE PAVEMENT
 CONSTRUCTION DETAILS
 SL-22

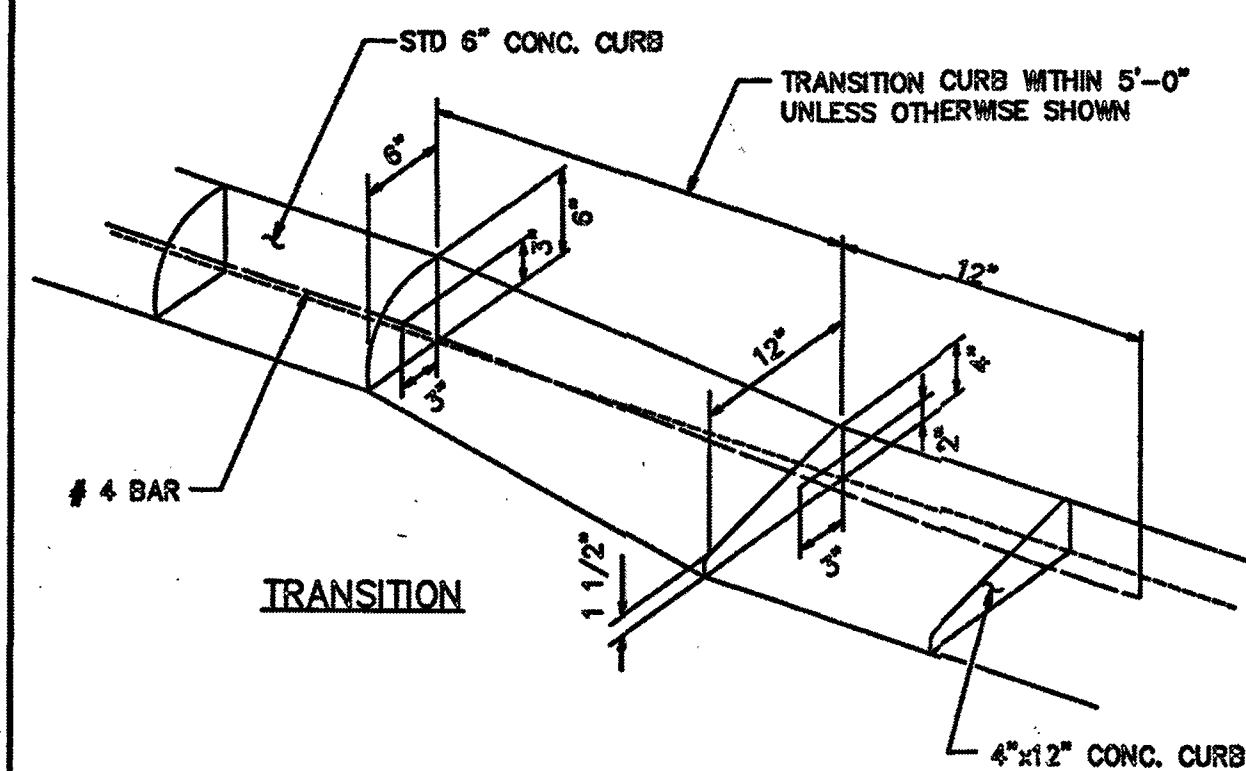
PROJECT NO. 13499

PLOT TIME



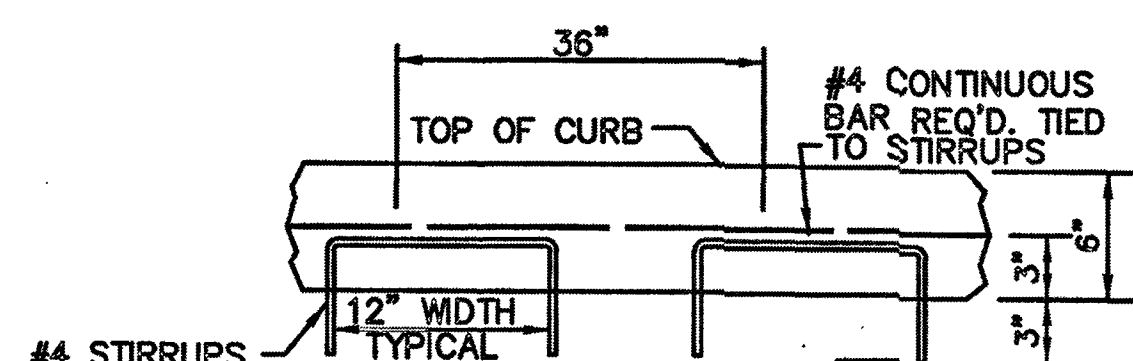
TYPICAL CURB TRANSITION FOR INLET INSTALLATION

SL-ST-13



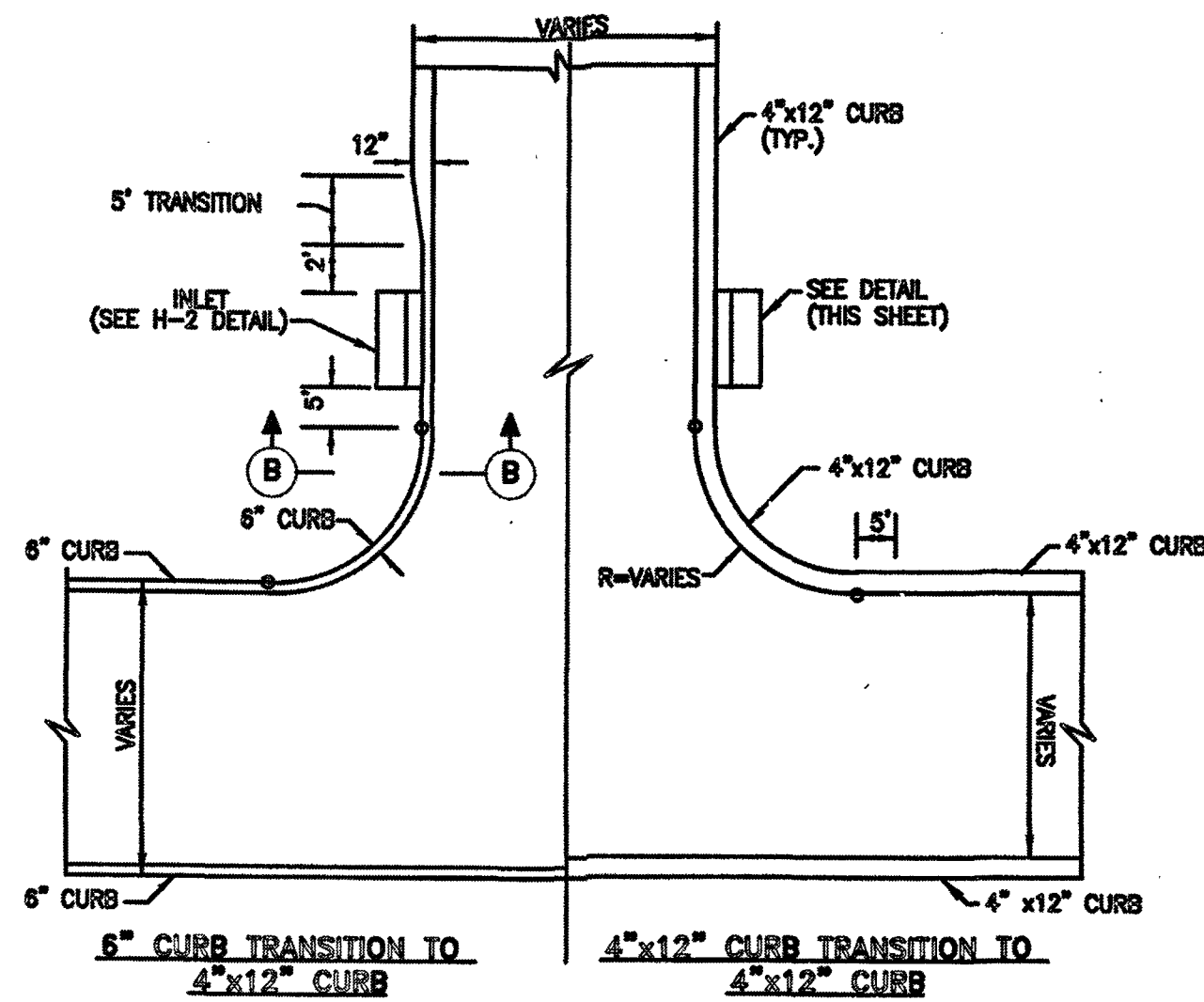
TYPICAL CURB TRANSITION

SL-ST-15



TYPICAL CONCRETE CURB REINFORCING

SL-ST-16

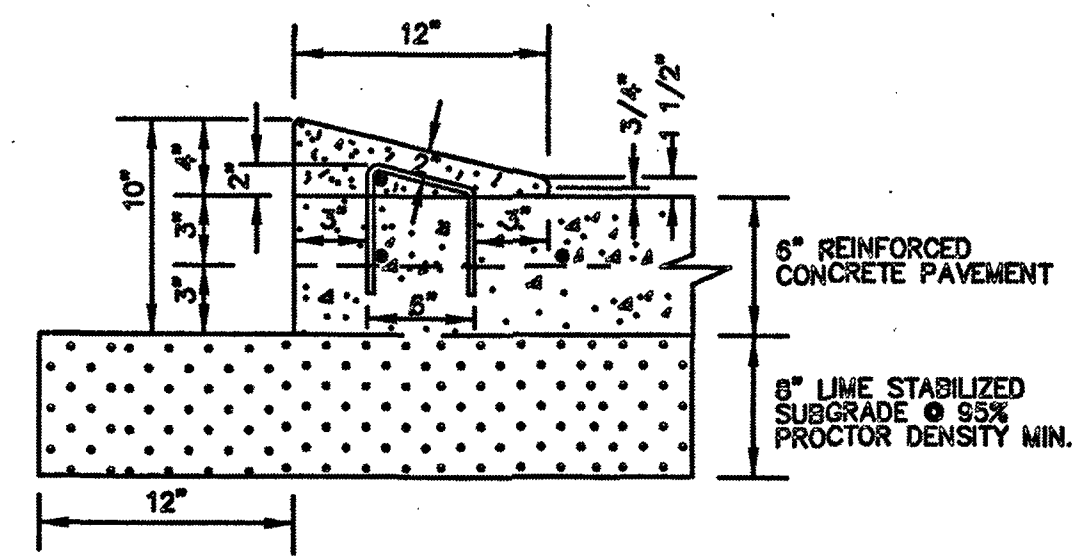


TYPICAL 4"x12" CURB W/INLET TRANSITION FOR CURB RETURNS

SL-ST-14

- CONSTRUCTION NOTES: 1. 6 INCH, 5.5 SACK CEMENT PER CUBIC YARD CONCRETE, 3500 PSI REINFORCED CONCRETE WITH #4 BARS 24 INCHES C-C, E.W. IS THE MINIMUM ACCEPTABLE PAVEMENT CONSTRUCTION FOR RESIDENTIAL STREETS. 2. 7 INCH, 5.5 SACK CEMENT PER CUBIC YARD CONCRETE, 3500 PSI REINFORCED CONCRETE WITH #4 BARS 24 INCHES C-C, IS THE MINIMUM ACCEPTABLE PAVEMENT CONSTRUCTION FOR COLLECTOR STREETS. 3. EIGHT (8) INCH, 5.5 SK, 3500 PSI @ 28 DAYS, REINFORCED WITH #4 18" C.C. EACH WAY IS THE MINIMUM ACCEPTABLE FOR ARTERIAL STREETS. 4. TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT ALL POINTS OF CURVATURE, POINTS OF TANGENCY AND ALL INTERSECTION CURB RETURN POINTS MAXIMUM SPACING SHALL BE 200' AND BE SEALED CONFORMING TO TXDOT ITEM 360 (& ITEM 43B) AND TXDOT DMS-6310, CLASS-2. 5. TRANSVERSE CONTROL JOINTS ARE REQUIRED AT MAXIMUM SPACING OF 20'-0" C-C, AND VERTICAL CURB JOINTS TO BE SEALED WITH SPECIAL JOINT SEALANT ASTM-D-1190-74 OR AASHTO-M173-60 FOR PAVEMENT 8" THICK AND GREATER. (ELASTONETRIC TYPE HOT POURED) 6. PAVEMENT FINISH SHALL BE BAKER BROOM FINISH. CURING COMPOUND ON ALL CONCRETE. 7. STORM WATER POLLUTION PROTECTION SHALL BE DESIGNED, CONSTRUCTED, MAINTAINED AND SHALL BE IN TOTAL COMPLIANCE WITH THE STORM WATER QUALITY MANUAL OF THE CITY OF SUGAR LAND. 8. UNSTABLE SUBGRADE SHALL BE EXCAVATED AND REPLACED WITH CEMENT STABILIZED SAND. 9. USE 1"x2" REDWOOD STAKES FOR HEADERS. 10. EDGE ALL SIDES WITH EDGING TOOL. 11. DOWEL SHALL BE 3/4" DIAMETER, WITH MINIMUM 8" PENETRATION (BOTH SIDES). 12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CITY OF ANGLETON OF ANY BIRDBATH PROBLEMS PRIOR TO CONSTRUCTION OF DRIVEWAY. 13. REFER TO GENERAL, C.S.S., AND PAVEMENT NOTES. 14. 1.0 LBS. OF APPROVED POLYPROPYLENE FIBER MESH PER C/Y IN 4"x12" CURBS REQUIRED.

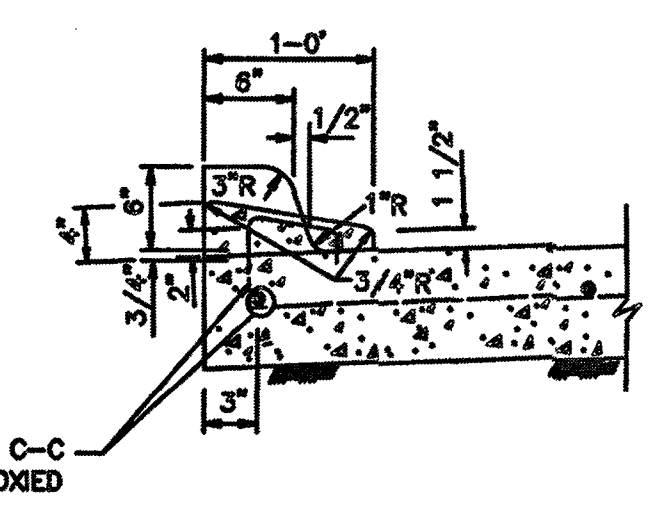
SL-ST-20



4"x12" MOUNTABLE CONCRETE CURB

- NOTES: 1.) 1.0 LBS. OF APPROVED NON-METALLIC FIBER MESH PER C/Y IN 4"x12" CURBS. 2.) #3 RE-BAR STIRRUPS TO BE PLACED AT INTERVALS OF 2' (FT) C-C. 3.) #4 RE-BAR LONGITUDINAL SHALL BE TIED TO EACH STIRRUP. 4.) MOUNTABLE CURB ONLY ALLOWED ON <= 41' (FT), UNDIVIDED, RESIDENTIAL ROADWAYS WITHIN SUBDIVISIONS.

SL-ST-17

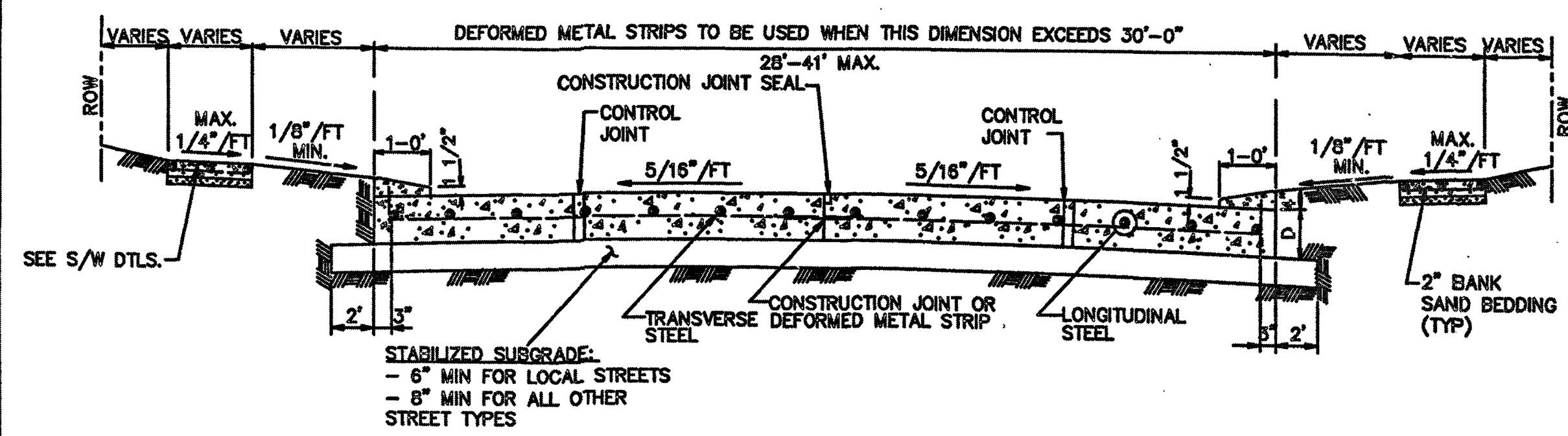


4-INCH x 12-INCH TRANSITION CURB

SL-ST-18

- 4"x12" MOUNTABLE CONCRETE CURB AND TRANSITION CURB NOTES: 1. 6-INCH CONCRETE CURB TO BE CONSTRUCTED ON ALL ESPLANADES, ISLANDS AND NON-RESIDENTIAL STREETS. RESIDENTIAL STREETS MAY BE CONSTRUCTED WITH EITHER 6-INCH CONCRETE CURB OR 4-INCH x 12-INCH CONCRETE CURB AS NOTED ON PLANS. 2. ALL 4-INCH x 12-INCH CONCRETE CURBS TO BE POURED SEPARATE FROM PROPOSED CONCRETE PAVEMENT. 3. TRANSITIONS FROM 6-INCH CONCRETE CURB TO 4-INCH x 12-INCH CONCRETE CURB TO BE ACCOMPLISHED WITHIN 5 FEET (TYP.), UNLESS OTHERWISE SHOWN. REINFORCING STEEL AS SHOWN IN "4-INCH x 12-INCH TRANSITION CURB" DETAIL IS TO BE INSTALLED.

SL-ST-20



TYPICAL SINGLE ROADWAY SECTION FOR CONCRETE PAVEMENT WITH 4"x12" CURB

* SEE 4" x 12" MOUNTABLE CURB DETAIL (THIS SHEET)

SL-ST-19

Table with columns for No., DATE, REVISIONS. Includes City of Sugar Land, Texas logo and Engineering Department information. DESIGNER: DATE: DESIGN ENGINEER: DATE: CONSTRUCTION PLANS FOR: RESIDENTIAL CURB CONSTRUCTION DETAILS. JOB No.: DATE: DESIGNED BY: DRAWN BY: CHECKED BY: BOULE: SL-23 SHEET OF

CAD FILE PATH: PLOT DATE:

Table with columns: NO., DATE, DESCRIPTION, APPROVED. Includes a REVISIONS section.

Table with columns: DESIGNED, DRAWN, CHECKED, DATE. Values: MS, BT, DATE.

Baker & Lawson, Inc. logo and contact information: 300 E CEDAR ST., ANGLETON, TEXAS 77515. PHONE: (979) 846-6881 FAX: (979) 846-4889 REG. NO. F-825

Professional Engineer seal for Miguelangel A. Saucedo, Registered Professional Engineer, No. 121992.

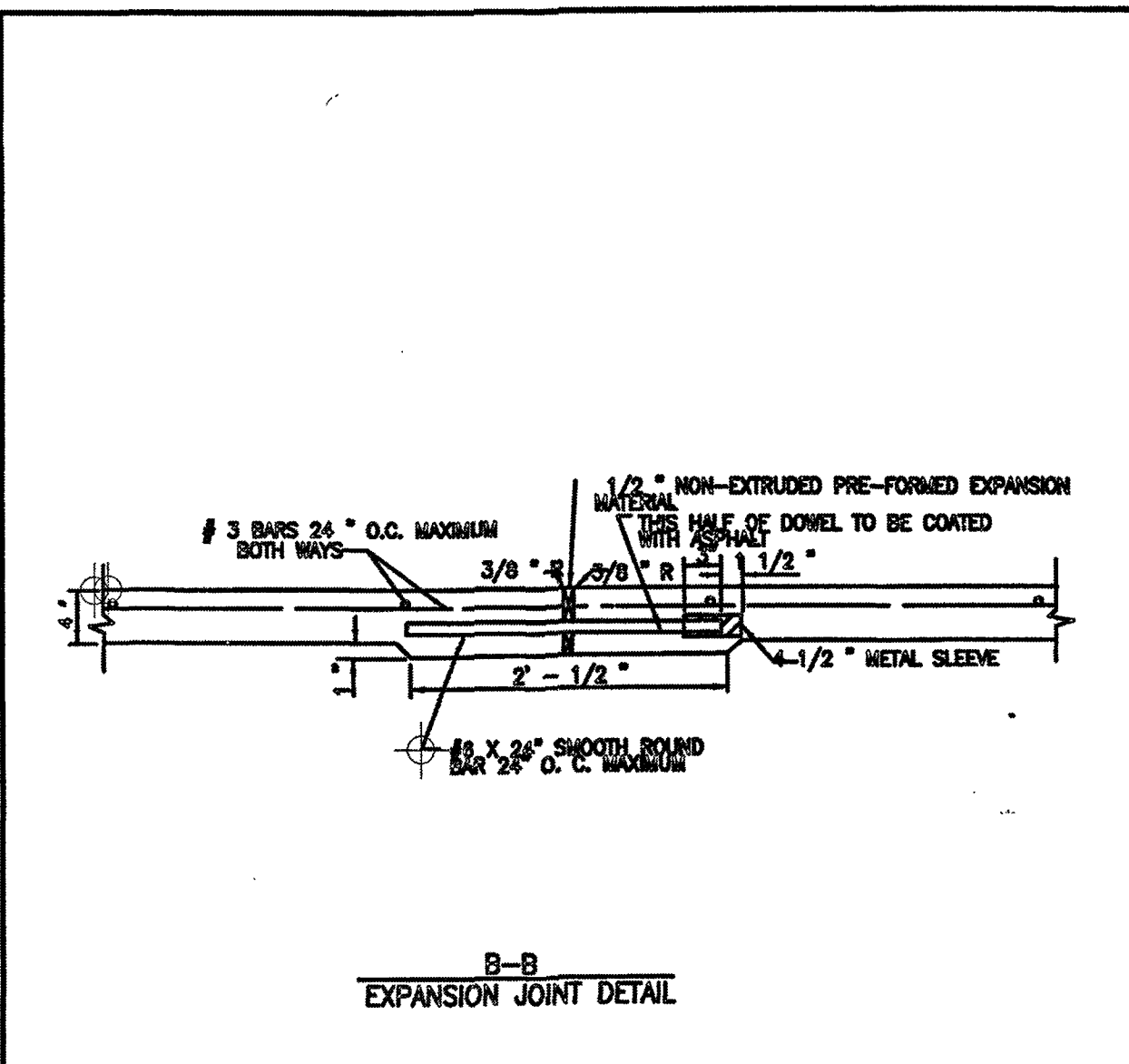
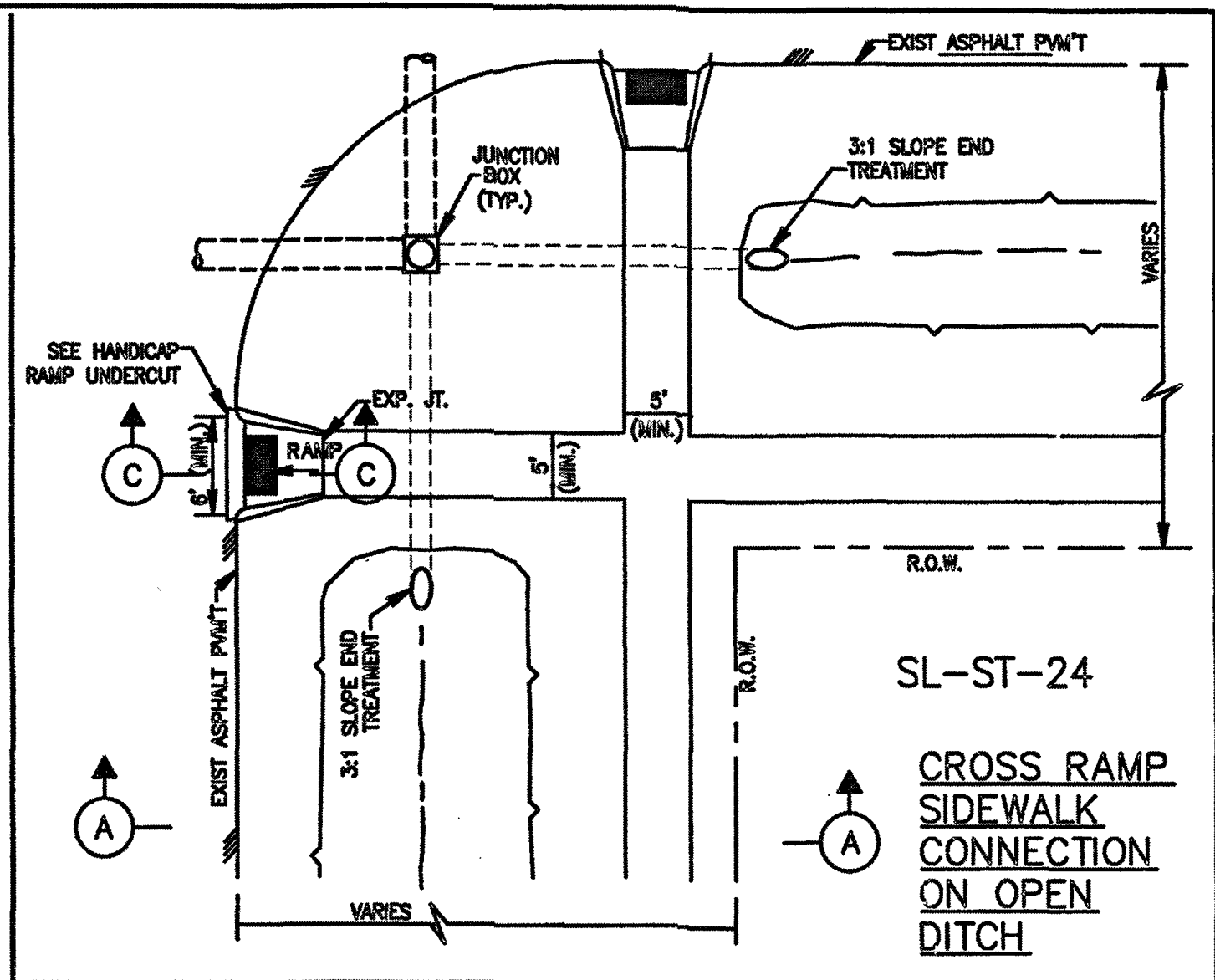
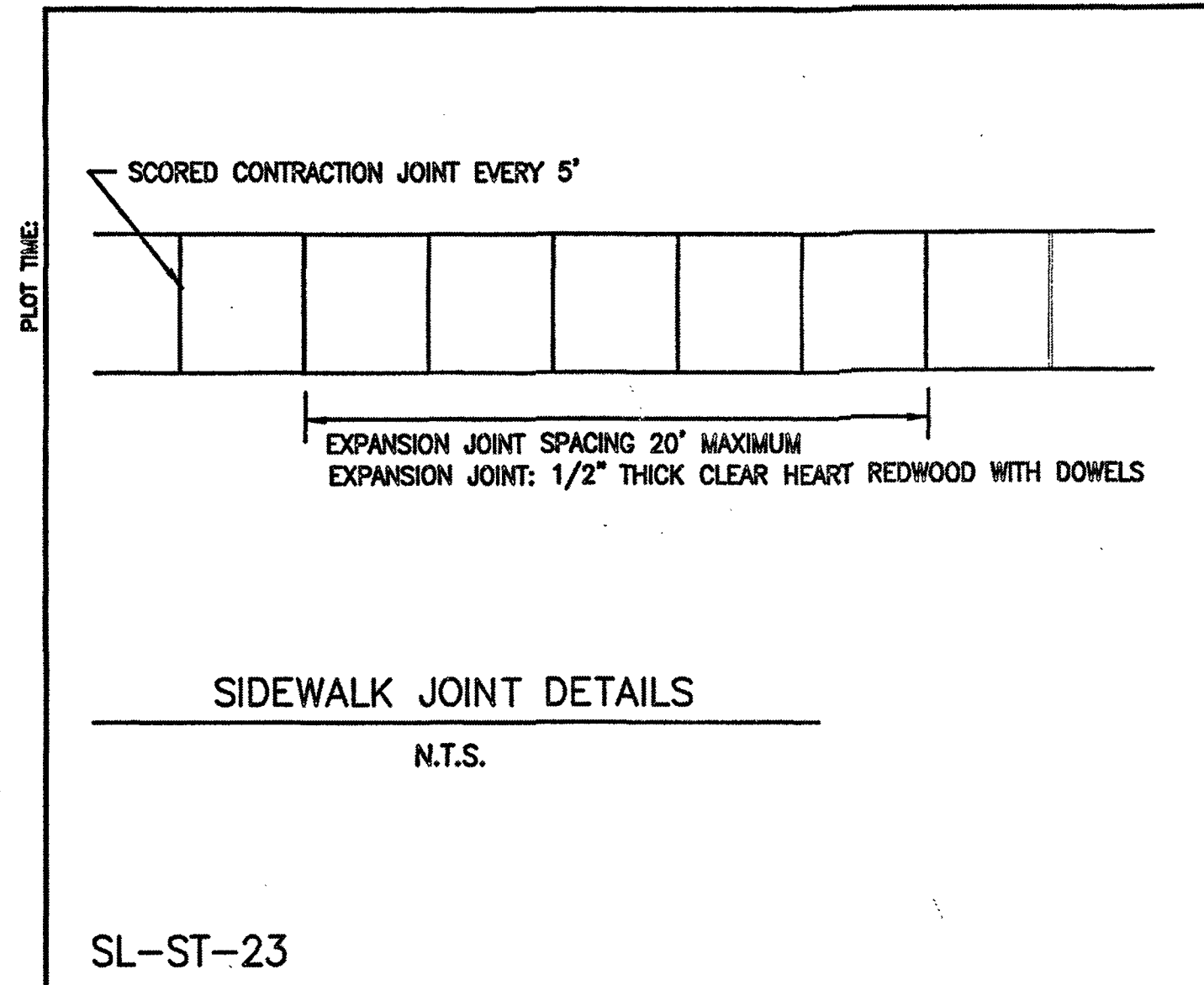
The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992. Date: 3/16/20

OWNER: CHARLES VON SCHMIDT WATERSTONE DEVELOPMENT GROUP 185 CEDAR POINT DRIVE LIVINGSTON, TX 77351 936-646-6767

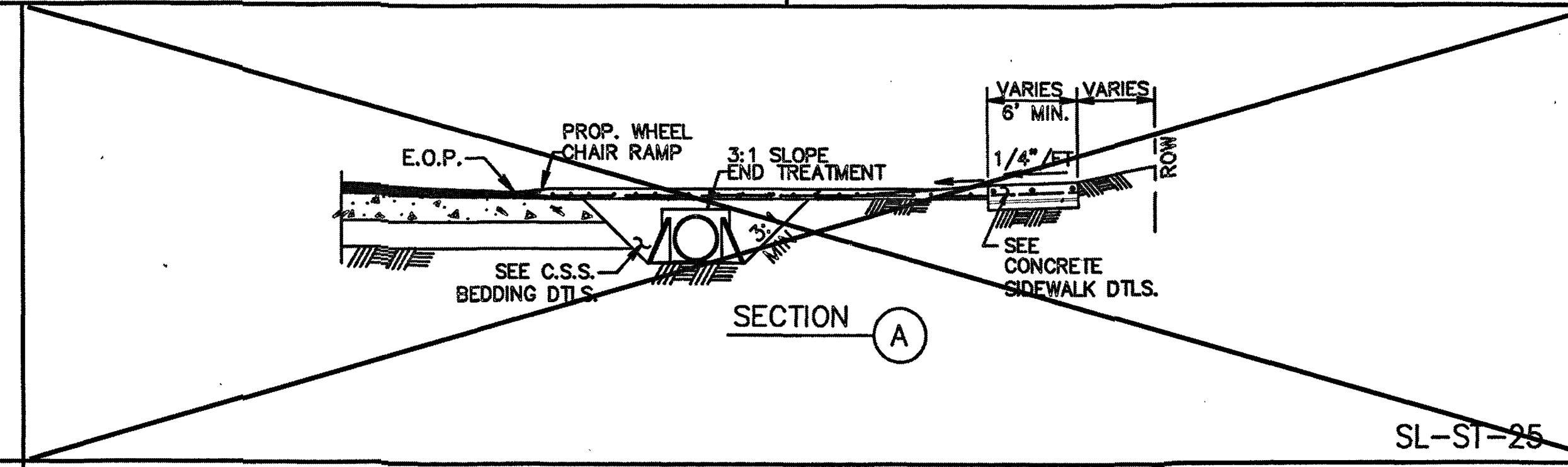
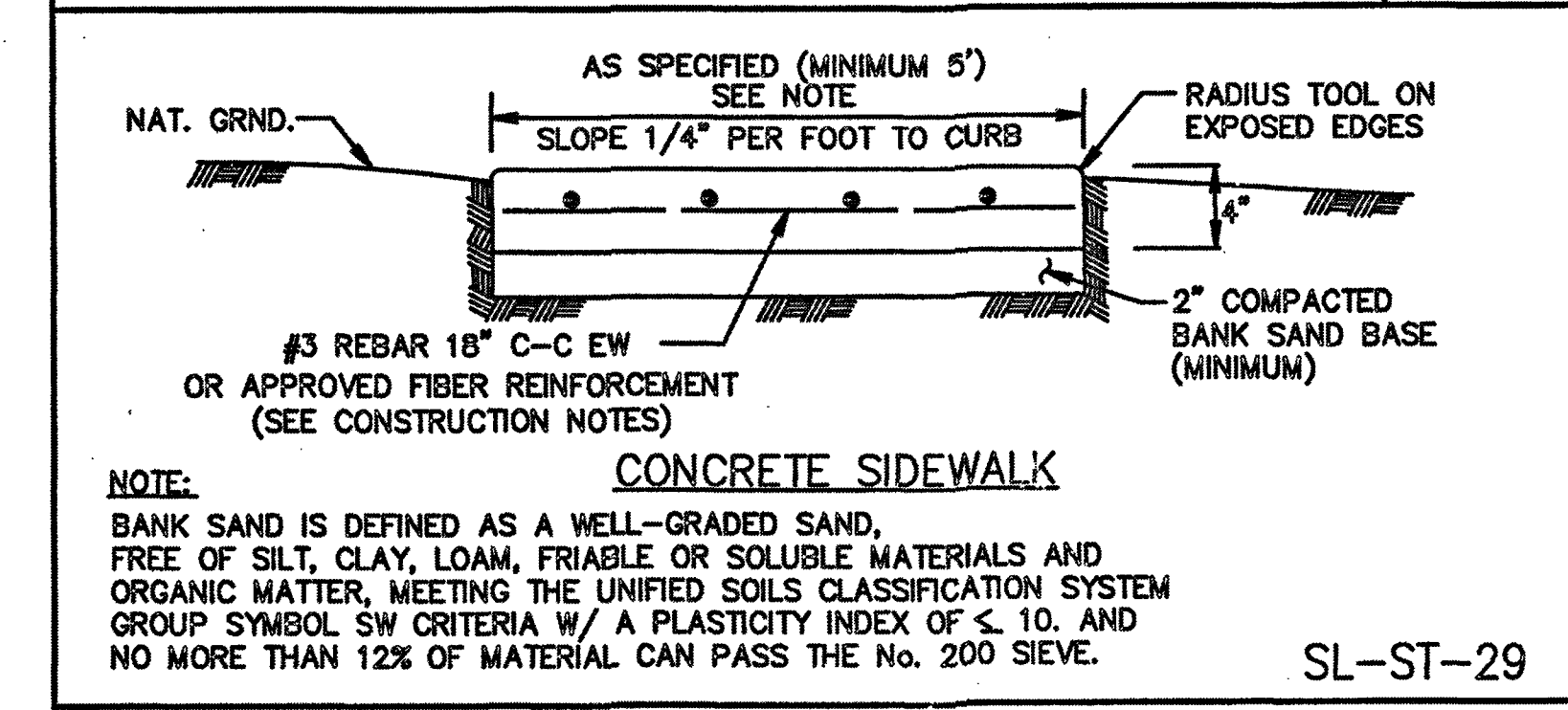
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KIBER RESERVE A 19.84 AC, 93-LOT SUBDIVISION ANGLETON, TEXAS 77515

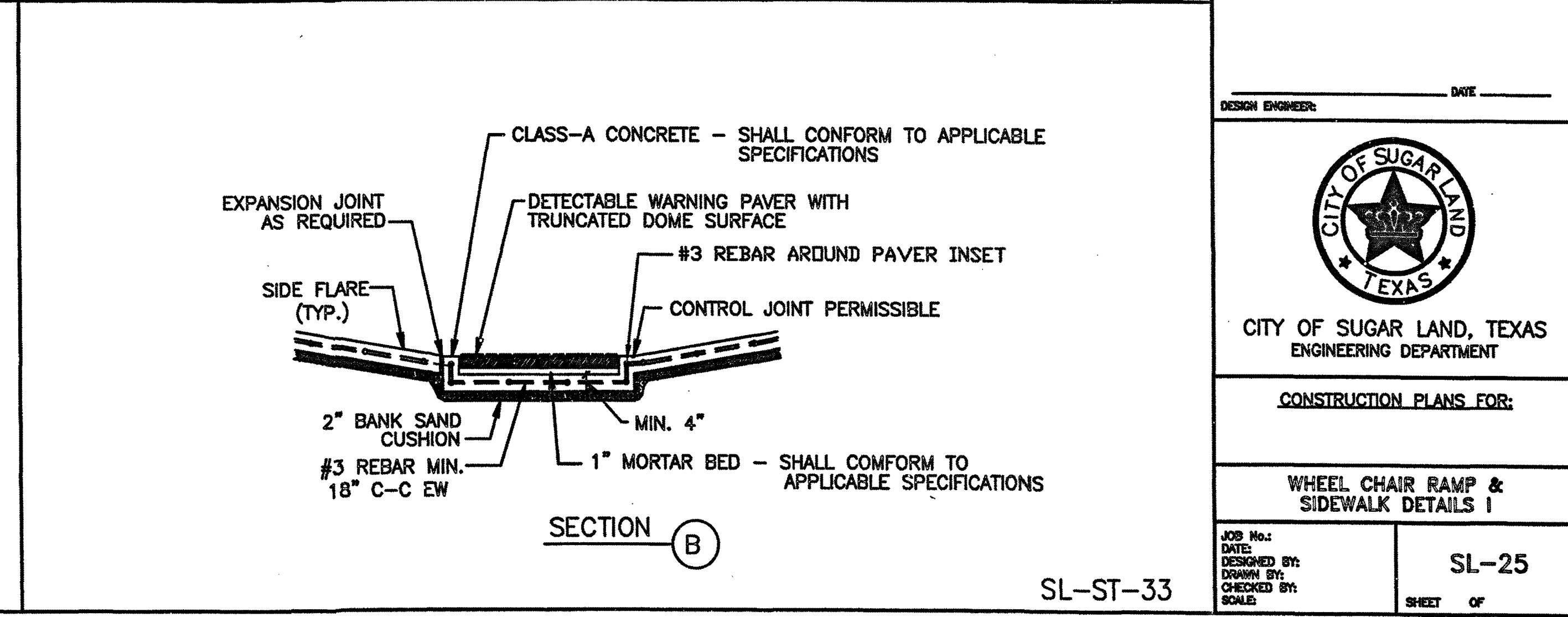
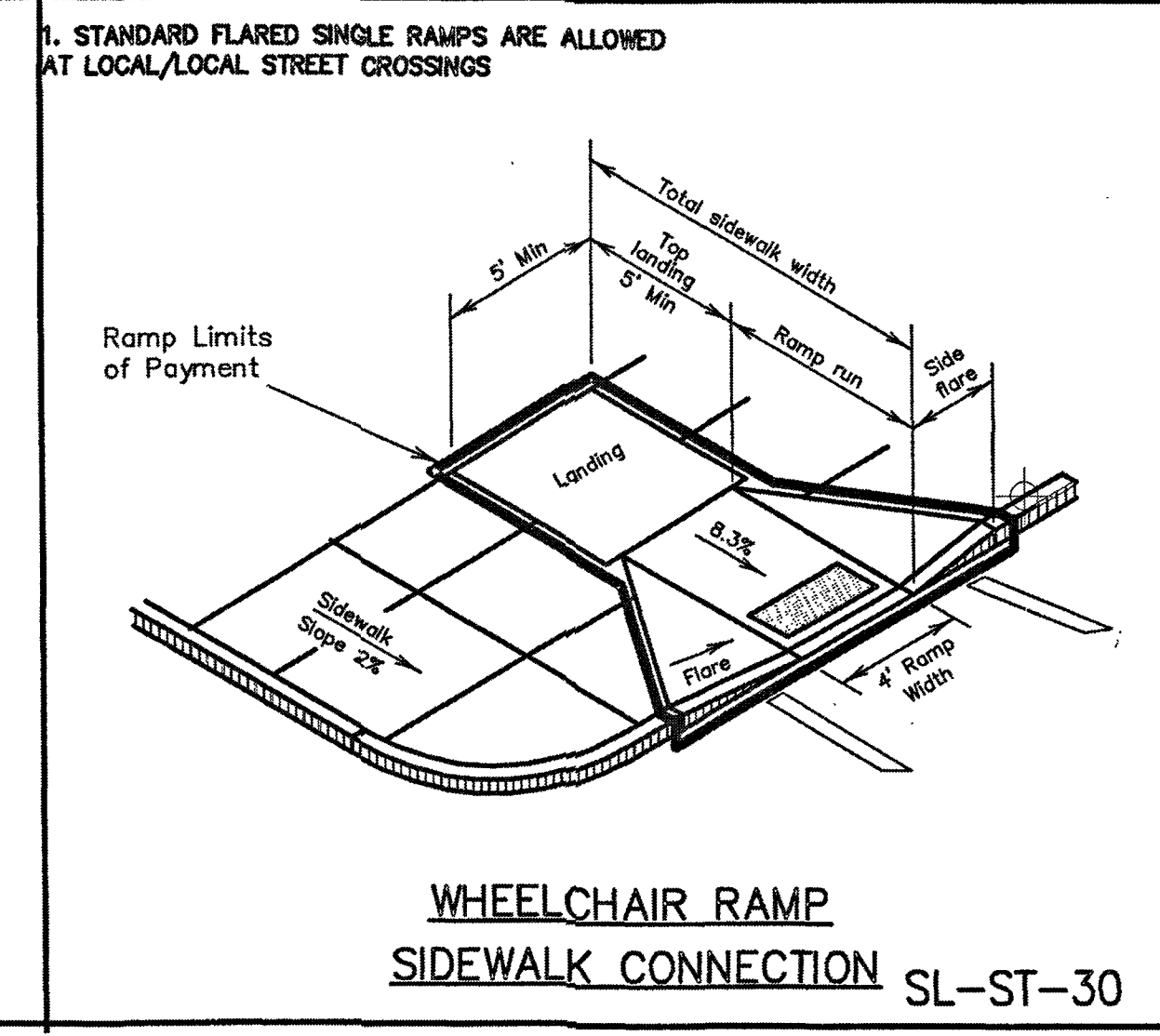
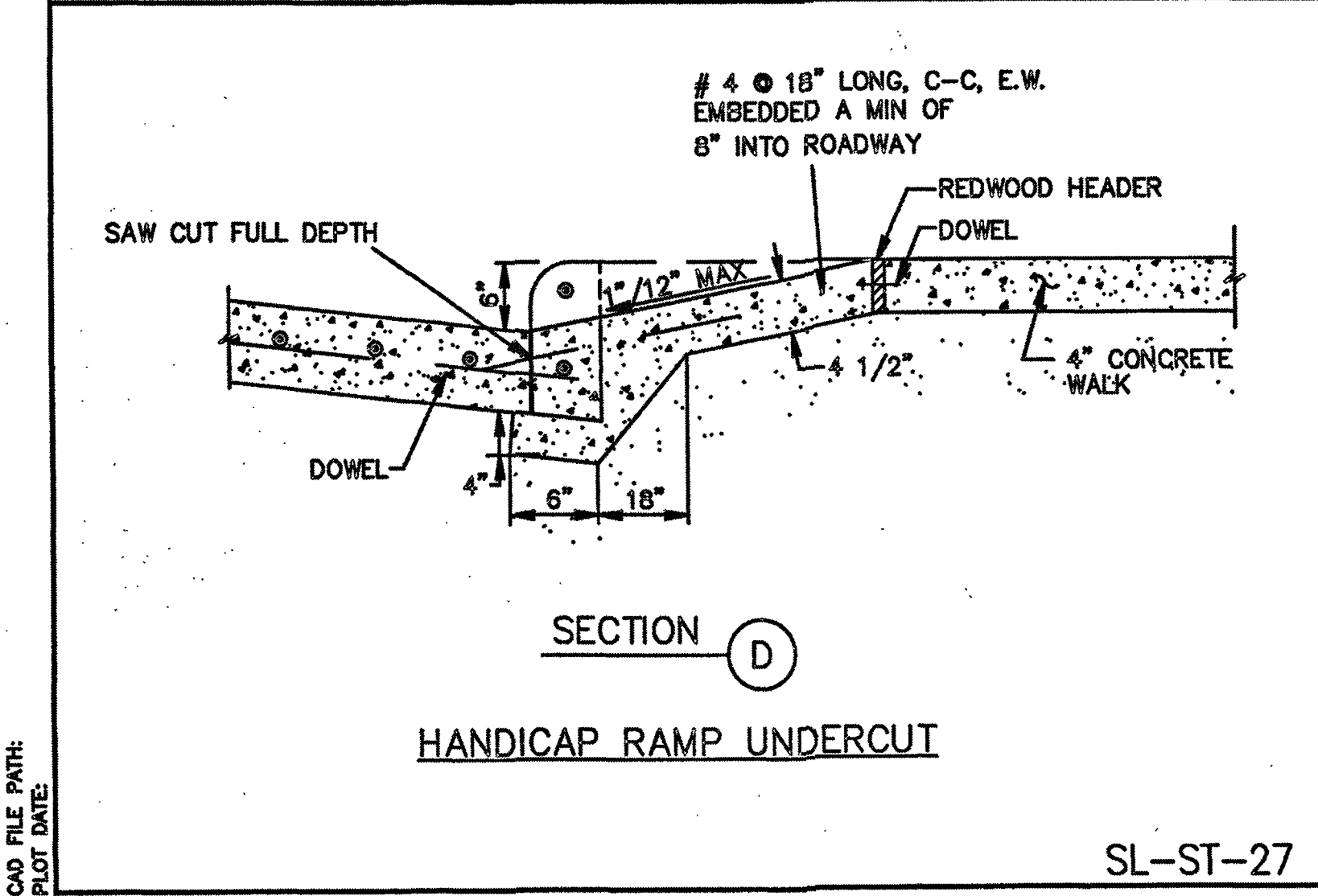
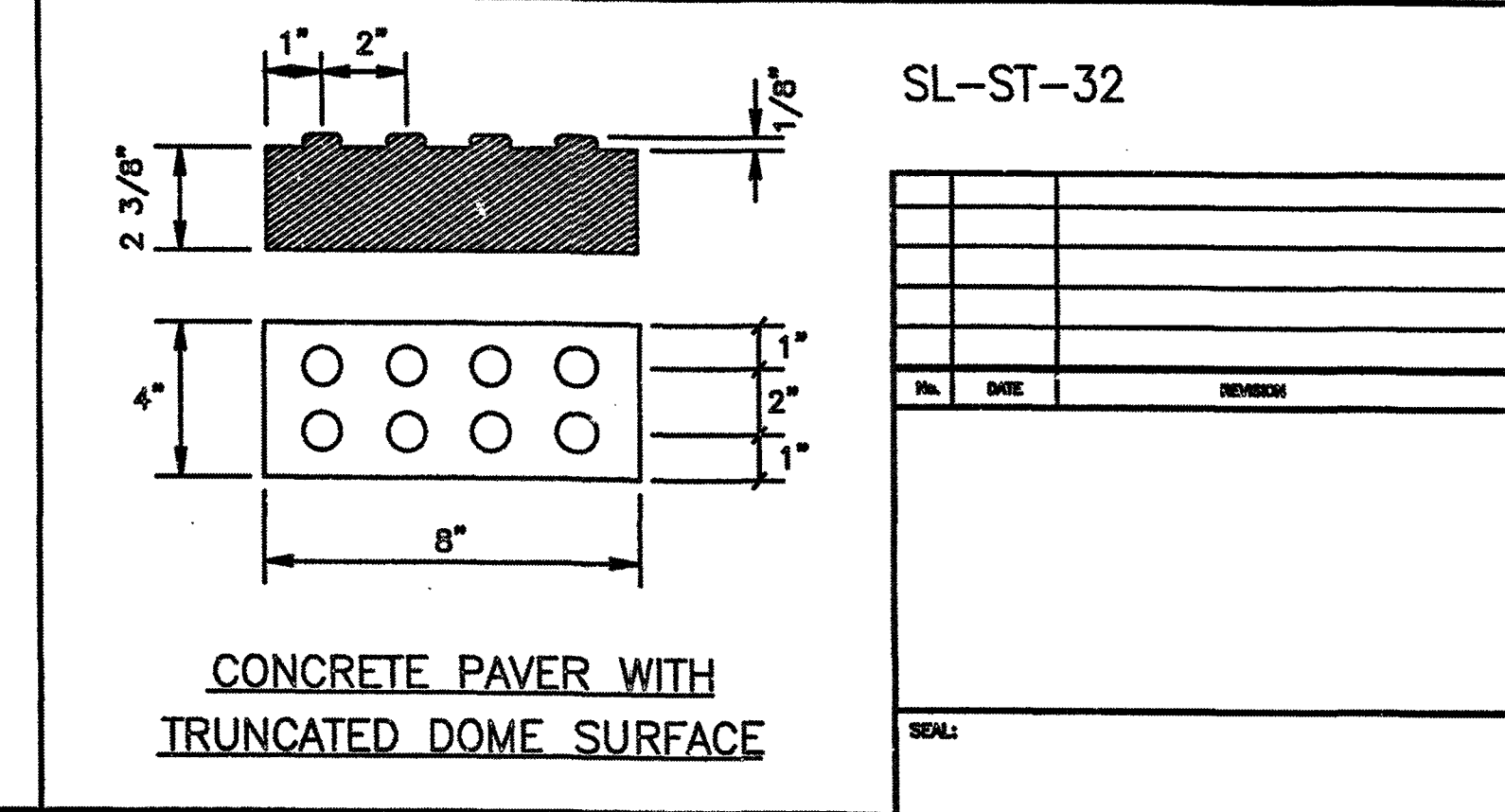
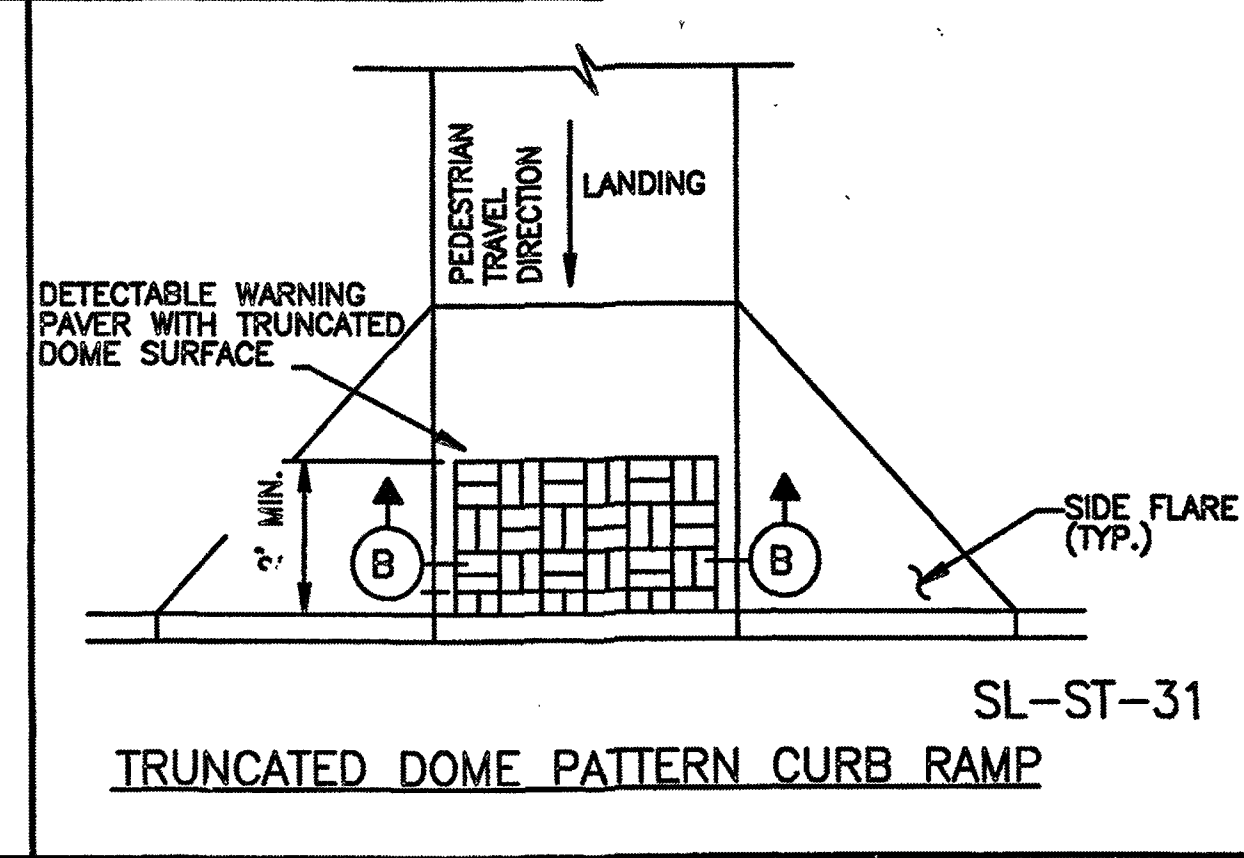
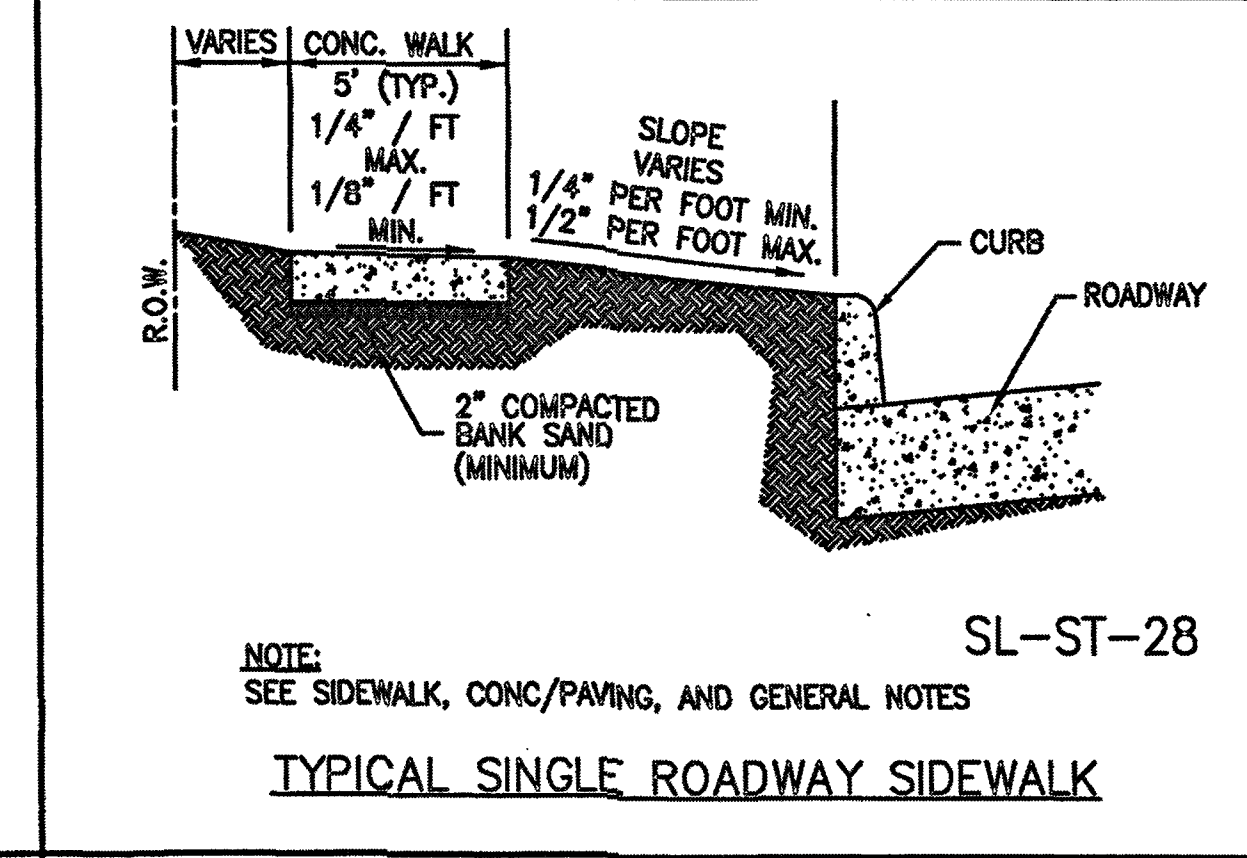
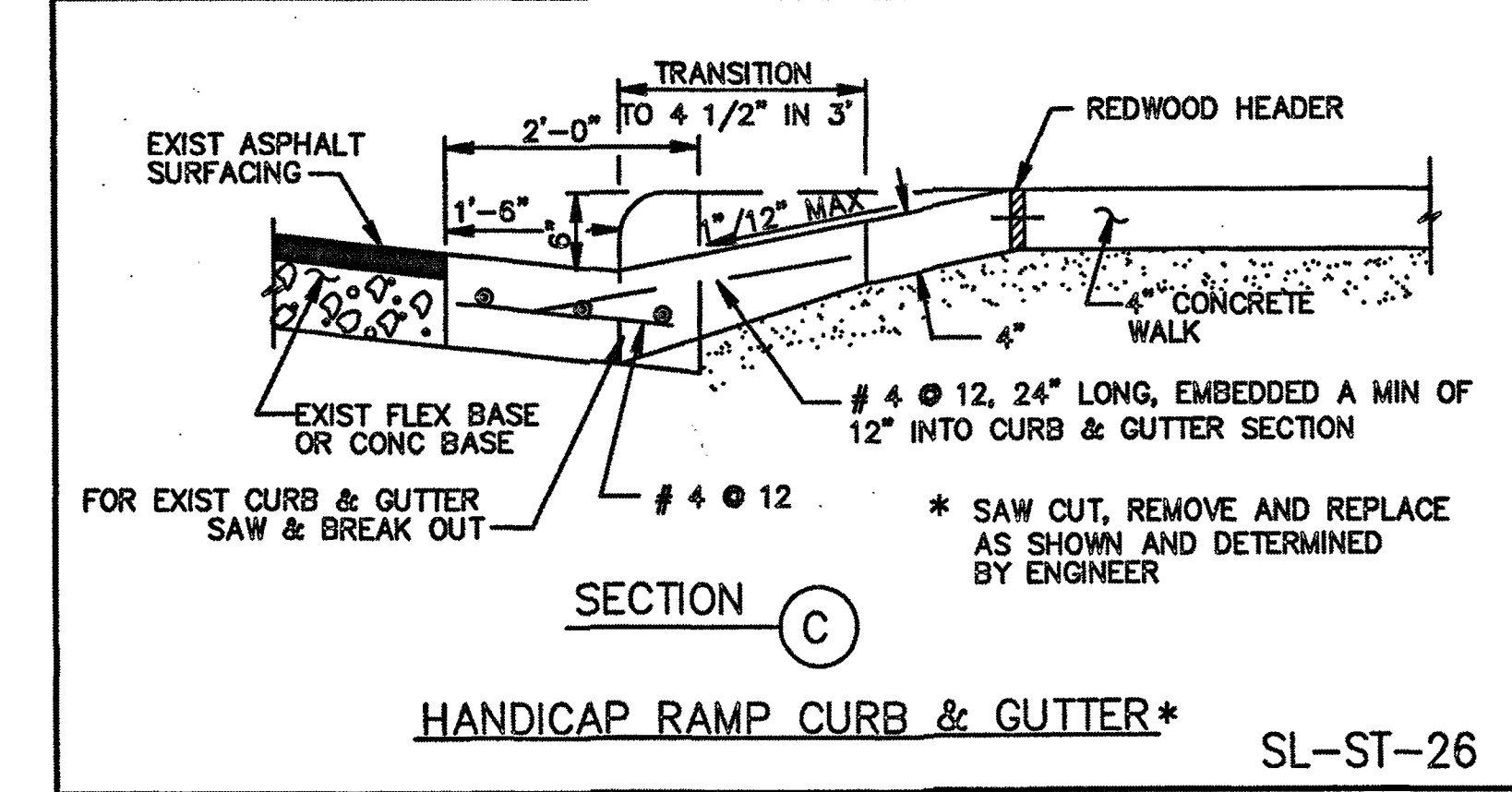
RESIDENTIAL CURB CONSTRUCTION DETAILS SL-23 PROJECT NO. 13499



- NOTES:**
- EXISTING CURB AND GUTTER TO BE SAW CUT, REMOVED AND REPLACED. DOWEL STEEL FOR MINIMUM REINFORCING OVERLAP OF 10 INCHES (10") DOWELS SHALL BE EIGHTEEN INCHES (18") LONG AND EPOXIED A MINIMUM OF (8") EIGHT INCHES INTO EXISTING PAVEMENT.
 - IF SIDEWALKS ARE NEITHER EXISTING NOR PROPOSED WHERE WHEELCHAIR RAMP ACCESS IS REQUIRED, CONCRETE SIDEWALKS SURFACE 4 1/2" THICK SHALL BE INSTALLED TO PROVIDE ACCESS TO THE PEDESTRIAN PUSH BUTTONS.
 - DETECTABLE WARNINGS REQUIRED BY T.A.S. SECTIONS 4.1 AND 4.7 SHALL COMPLY WITH T.A.S. SECTION 4.29
 - THE MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE. DETECTABLE WARNINGS USED ON INTERIOR SURFACE SHALL DIFFER FROM ADJOINING WALKING SURFACES IN RESILIENCY OR SOUND-ON-CANE.
 - DETECTABLE WARNING SURFACE SHALL COVER THE ENTIRE WIDTH AND DEPTH OF RAMP.
 - DETECTABLE WARNINGS SHALL BE INSTALLED WITH PAVERS IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
 - CONCRETE PAVER UNITS SHALL MEET ALL REQUIREMENTS OF ASTM C-935, C-33, AND SHALL BE PLACED IN A TWO BY TWO UNIT BASKET WEAVE PATTERN, UNLESS OTHERWISE IN THE PLANS.
 - CONCRETE PAVER UNITS SHALL HAVE A TRUNCATED DOME TOP SURFACE FOR DETECTABLE WARNING TO PEDESTRIANS. DOMES SHALL BE ALIGNED IN THE DIRECTION OF PEDESTRIAN TRAVEL.
 - CONCRETE PAVER UNIT COLOR FOR THE RAMP SHALL BE A CONTRASTING COLOR THAT PROVIDES A LIGHT REFLECTIVE THAT SIGNIFICANTLY CONTRASTS WITH THE ADJACENT SURFACES. ADJACENT SURFACES INCLUDE SIDE FLARES.
 - CONCRETE PAVER UNITS SHALL BE SAW CUT ONLY, AND ANY CUT UNIT SHALL NOT BE LESS THAN 25% OF A FULL UNIT.
- CONSTRUCTION NOTES:**
- THE MAXIMUM WIDTH BETWEEN EXPANSION JOINTS SHALL NOT EXCEED 20'-0"
 - EXPANSION JOINT IS TO BE 1/2" THICK CLEAR HEART REDWOOD WITH DOWELS.
 - SCORED CONTRACTION JOINTS SHALL BE EVERY 5' OR EQUAL TO WIDTH OF SIDEWALK.
 - ALL EARTHEN AREAS ARE TO BE SODDED UNLESS SHOWN OTHERWISE ON DRAWINGS.
 - 4 INCH, 5 SACK CEMENT PER CUBIC YARD CONCRETE, 3000 PSL REINFORCED CONCRETE WITH #3 BARS, 18 INCHES C-C, FOR SIDEWALKS, #4 BARS 18" C-C FOR WHEEL CHAIR RAMPS IS THE MINIMUM ACCEPTED. MINIMUM 3 LONGITUDINAL BARS. FIBER REINFORCING SIDEWALKS-STEEL AND POLYPROPYLENE BLENDED FIBER REINFORCEMENT SYSTEM SUCH AS NOVOMESH #3 AS MANUFACTURED BY S.I. CONCRETE SYSTEMS (OR PRE-APPROVED EQUAL) MAY BE USED AS AN ALTERNATE TO CONVENTIONAL REBAR REINFORCING AT A DOSAGE RATE OF 24 LBS. PER CUBIC YARD OF CONCRETE.
 - USE RADIUS TOOL ON ALL EXPOSED EDGES.
 - TOP OF THE SIDEWALK ELEVATION TO BE TOP OF CURB.
 - MEMBRANE CURING COMPOUND IS REQUIRED AS DESCRIBED IN ITEM 525 IN THE TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 - REFER TO GENERAL NOTES AND CONCRETE/PAVING NOTES.
 - SIDEWALK EXPANSION JOINTS SHALL CONFORM TO STREET EXPANSION JOINT STANDARDS.



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DESIGNED: MS
DRAWN: BT
CHECKED: _____
DATE: _____

NO. DATE DESCRIPTION APPROVED

REVISIONS

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
300 E. CEDAR ST. ANGLETON, TEXAS 77515
PHONE: (979) 849-6881 FAX: (979) 849-4689
REG. NO. F-825

STATE OF TEXAS
MIGUEL A. SAUCEDA
121992
REGISTERED PROFESSIONAL ENGINEER
The seal appearing on this document was authorized by Miguelangel A. Saucedo P.E. 121992
Date: 3/16/20

OWNER:
CHARLES VON SCHMIDT WATERSTONE DEVELOPMENT GROUP
185 CEDAR POINT DRIVE
LIVINGSTON, TX 77351
936-646-6767

PLAN: _____
PROFILE: _____
HORIZONTAL: _____
VERTICAL: _____

KIBER RESERVE
A 19.84 AC, 93-LOT SUBDIVISION
ANGLETON, TEXAS 77515

CITY OF SUGAR LAND, TEXAS
ENGINEERING DEPARTMENT
CONSTRUCTION PLANS FOR:
WHEEL CHAIR RAMP & SIDEWALK DETAILS I
SL-25
SHEET OF

BID SUMMARY

Owner: Waterstone Development Group
185 Cedar Point Drive
Livingston, Texas 77351

Engineer: Baker & Lawson, Inc.
300 E Cedar
Angleton, Texas 77515

Project: Waterstone Development Group
Kiber Place – Section 1

Base Bid (Sum of all Schedule of Items – Total Amount of Bid) in words <u>Seven hundred eighty four thousand</u> <u>eighty two dollars and fifty cents</u> Dollars	\$ 784,082.50
Base Bid – Number of Calendar Days	60

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions for the Bidding Documents.

Receipt is hereby acknowledged of the following addenda to the Plans and Contract Documents.

Addendum No. 1	Dated <u>11/10/2020</u>	Received <u>K. Zelanda</u>
Addendum No. 2	Dated <u>11/18/2020</u>	Received <u>K. Zelanda</u>
Addendum No. 3	Dated <u>11/19/2020</u>	Received <u>K. Zelanda</u>

In submitting this bid, Bidder represents that Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

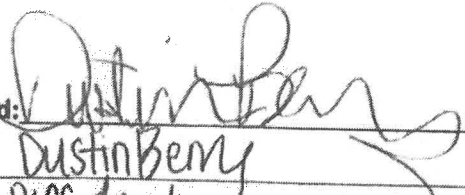
The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled bid opening for bids.

Each item of the bid schedule/schedules shall be completed with words and figures. In the event of discrepancy

between words and figures, words shall govern.

Accompanying this Bid is a Certified Check, Cashier's Check or acceptable Bidder's Bond payable to the order of the Waterstone Development Group, Texas in the amount equal to Five (5%) percent of the largest possible Bid combination submitted, said check or bond to be returned to the Bidder, unless this Bid is accepted and he/they shall fail to execute a contract and, if required, file a Performance Bond within fifteen (15) days of its acceptance and the award of a Contract, in which case the Bidder agrees said check or bond shall be forfeited and become the property of the Waterstone Development Group, Texas on account of failure of the Bidder to execute a Contract and file the Performance Bond required by the Contract Documents. It is understood that The Waterstone Development Group, Texas may require the BIDDER to submit prior to Award of Contract a "Financial Statement". It is further understood that The Waterstone Development Group, Texas reserves the right to reject any and all Bids when, in the opinion of The Waterstone Development Group, the rejection of all Proposals is considered to be in their best interest. The Work proposed to be done shall be accepted only when fully completed and finished to the entire satisfaction of the ENGINEER and The Waterstone Development Group in strict compliance with the provisions of the Contract Documents.

Bidder: Clearwater Utilities, Inc.
Address: Clearwater Utilities, Inc.
22903 Schiel Road
Cypress, Texas 77433
Telephone: 281-373-0367

Signed: 
By: Dustin Berry
Title: President
Date: December 4, 2020
Attest: K. Zulanda
(Seal, if Bidder is a Corporation)

SCHEDULE OF ITEMS
KIBER RESERVE - SECTION 1

ITEM #	SPEC #	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENSION
1	4	Lot Grading (Spread Utility Spoils on Lot and behind curb)	C.Y.	1825	5.00	9,125.00
2	30	6" Lime Stabilized Subgrade	S.Y.	5,225	5.00	26,125.00
3	30	Lime (7% by Weight)	Ton	82	200.00	16,400.00
4	33	8" Limestone	S.Y.	380	65.00	24,700.00
5	60	2" Hot Mix Asphaltic Concrete Pavement	S.Y.	380	50.00	19,000.00
6	70	Concrete Pavement 6" Thick	S.Y.	4,876	40.00	234,040.00
7	70	Concrete Curb (4" to 6")	L.F.	3,380	3.50	11,930.00
8	70	Mailboxes Foundations (3 Ea.)	EA	2	1,500.00	3,000.00
9	74	Wheelchair Ramps	EA	3	2,000.00	6,000.00
10	75	Slope Paving (outfall)	EA	2	7,095.00	14,190.00
11	85	Inlets (Type C - L=5')	EA.	9	3,440.00	30,960.00
12	85	Storm Sewer Manholes	EA.	1	5,994.00	5,994.00
13	86	Sanitary Sewer Manhole (0'-5')	EA.	3	2,397.00	7,191.00
14	90	18" Storm Sewer (Under Pavement)	L.F.	84	60.00	5,040.00
15	90	24" Storm Sewer (HDPE Outfall to Pond)	L.F.	160	61.00	9,760.00
16	90	36" Storm Sewer (Under Pavement)	L.F.	128	101.00	12,928.00
17	90	42" Storm Sewer (Under Pavement)	L.F.	678	20.00	13,560.00
18	90	48" Storm Sewer (HDPE Outfall)	L.F.	192	104.00	20,000.00
19	90	10" Sanitary Sewer (0' to 5' Depth)	L.F.	1,539	30.00	50,400.00
20	90	Sanitary Cleanout	EA.	2	595.00	1,190.00
21	91	Sanitary Sewer Service (Short-Single)	EA.	9	920.00	8,280.00
22	91	Sanitary Sewer Service (Short-Double)	EA.	8	945.00	7,560.00
23	91	Sanitary Sewer Service (Long-Single)	EA.	3	2,203.00	6,609.00
24	91	Sanitary Sewer Service (Long-Single) ASTM 2241 DR26 160 psi pipe with ASTM 2665 DR26 Wye	EA.	1	2,203.00	2,203.00
25	91	Sanitary Sewer Service (Long-Double)	EA.	7	2,255.00	15,785.00
26	91	Sanitary Sewer Service (Long-Double) ASTM 2241 DR26 160 psi pipe with ASTM 2665 DR26 Wye	EA.	4	2,255.00	9,020.00
27	111	6" FH Lead (6' Long)	EA	3	100.00	300.00
28	111	8" Waterline	L.F.	2,364	10.00	23,640.00
29	111	16" Steel Casing on 8" Waterline	L.F.	18	60.00	1,080.00
30	111	Fittings (Includes Restraints & Bolt Pack)	TON	1.5	2,751.00	4,126.50
31	112	Water Line Service (Short-Single)	EA.	6	419.00	2,514.00

32	112	Water Line Service (Short-Double)	EA.	11	407.00	5062.00
33	112	Water Line Service (Long-Single)	EA.	4	1,199.00	4,792.00
34	112	Water Line Service (Long-Double)	EA.	9	1,260.00	11,349.00
35	115	6" Gate Valve w/ Box	EA.	5	857.00	4,285.00
36	115	8" Gate Valve w/ Box	EA.	10	1,189.00	11,890.00
37	111	8" X 8" Wet Connection	EA.	1	1,991.00	1,991.00
38	111	6" X 6" Wet Connection	EA.	1	2,045.00	2,045.00
39	116	Fire Hydrant	EA.	3	3,494.60	10,482.00
40	204	Striping and Pavement Markings (12" Thermoplastic Stop Bar)	LF.	28	20.00	560.00
41	400	Deep Trench Construction (Storm Sewer Over 7')	LF.	1,200	0.10	120.00
42	501	Stop Signs w/ Street Names	EA.	3	350.00	1,050.00
43	501	Speed Limit Signs	EA.	1	350.00	350.00
44	1000	General Conditions	L.S.	1	12,050.00	12,050.00
45	500	Construction Staking	L.S.	1	10,000.00	10,000.00
46	1000	Type III Barricades	EA.	1	400.00	400.00
47	2000	Storm Water Pollution Prevention Plan ***	L.S.	1	7,912.00	7,912.00
TOTAL AMOUNT OF BID						794,097.50

* This bid item also includes the stabilized construction access, inlet protection barriers, and silt fence back of curb.

NAME: Cleawater Utilities, Inc.
 ADDRESS: 27903 Schuel Road
Cypress, Texas 77433
 PHONE NO.: 281-373-0367
 DATE: December 4, 2020

ATTEST:
R. Mulanda
 Seal, if Corporation

PERFORMANCE BOND

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

Bond No. SUR0066091

KNOW ALL BY THESE PRESENTS, that we, Clearwater Utilities, Inc., as Principal, and **Argonaut Insurance Company**, licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Waterstone Development Group (Obligee), in the penal sum of Seven Hundred Eighty-Four Thousand Eighty-Two and 50/100 Dollars (\$784,082.50), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered, or is about to enter, into a written agreement dated _____ with the Obligee for Kiber Reserve Section 1 (hereinafter referred to as the Contract) and more fully described in said Contract, said Contract is hereby referred to and made part hereof.

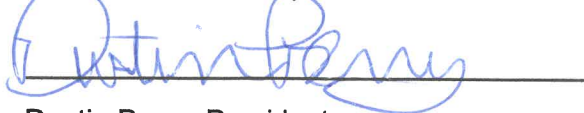
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform and carry out the covenants, terms and conditions of said Contract, then this obligation shall become null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

Sealed with our seals and dated this _____ day of _____, _____.

PRINCIPAL

Clearwater Utilities, Inc.



Dustin Berry, President


Witness Cale Kobza, Vice President

ARGONAUT INSURANCE COMPANY



Michael Maddux, Attorney-in-Fact


Witness

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Item 11.

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

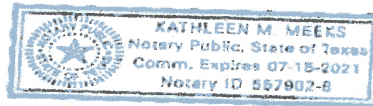
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____, _____.



James Bluzard

James Bluzard, Vice President-Surety

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

**Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606**

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771**

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

Final Inspection Report for Kiber Reserve, Section 1, Angleton Texas

Date: May 3, 2021

Waterstone Development Group
185 Cedar Point Drive
Livingston, TX 77351
Engineers Project No. 13499

Ken checking
grade @ South
most lot

Research Specs
for:
Brass
Monuments

Respond to Ken's
email -
4/8/21

Attendees:

- Andy Billingsley - City of Angleton, Public Works
- John Peterson P.E. - City of Angleton Consulting Engineer (HDR)
- Lindsay Koskiniemi - City of Angleton, Assistant Director of Development Services
- Kyle Reynolds - City of Angleton - Inspections
- Ken Schott - Waterstone Development
- Miguel Saucedo - Baker and Lawson, Inc.

On this date a Final Inspection was held to determine acceptance of work as completed and note items of work which need correction prior to Final Acceptance into City Public Works System.

The following items were noted for correction or additional work as needed:

- Remove grout from inside culvert at South East end of 24" RCP at Orange and Bryan Street.
- Final dress approx. 120 feet along roadside ditch adjacent to Orange Street, from northwest property corner and Bryan Street Entrance. Slope fill at ends of 24" RCP to top of pipes.
- Remove tree stumps in swale at back of Lot 1, Block 1.
- Remove spray enamel paint Stop Bars and install thermo-plastic pavement markings at Stop Bars.
- Supply Product Manufacture Data Sheets for TS&V installations. — Need stainless steel shown on sheets
- Regrade storm overflow swale to drain to detention pond at +/-Sta. 15+00. — Joe sending cut sheets to Steve M.
- Seed area between mailbox handicap ramp and sidewalk on Lago Court.
- Sawcut, Remove and repair damaged curbs at Sta 11+75 Bryan Street, 3+40 Lago Court and Sta 3+70 Lago Court. Dowel replacement reinforcing into existing curb and pavement.
- Grout lifting eyes inside precast Inlet I-14, Sta 9+52.
- Backfill around fire Hydrant and gate valve at Sta 9+45, Bryan Street.
- RegROUT Sanitary Sewer Manhole ring at Sta 8+90, Bryan Street.
- Excavate water line gate valves and stub outs in Section II at Sta. 1+30 and Sta. 4+40 to determine source of backflushing out of top of gate valve boxes when valves opened and closed. Raise top of gate valves above natural ground elevation.
- Contractor to provide additional Bacteriological Test Reports to City upon resolving issue at gate valves in section II.
- Install Intergral Storz Connection on fire hydrants per SL-15.

Upon completion of Items noted, Contractor to notify City of Angleton Public Works Director and Baker & Lawson, Inc. to confirm all items are corrected to satisfaction all parties involved.

END OF REPORT

Laboratory Analysis Report

Total Number of Pages: 7

Job ID : 21050558



10100 East Freeway, Suite 100, Houston, TX 77029 tel: 713-453-6060, fax: 713-453-6091, http://www.ablabs.com

Client Project Name : 29173 / Kiber Reserve Sec 1 / City of Angleton

Report To :	Client Name:	Clearwater Utilities Inc.	P.O.#.: 29173
	Attn:	Shannan Stephens	Sample Collected By: Joe Cerda
	Client Address:	22803 Schiel Rd.	Date Collected: 05/07/21
	City, State, Zip:	Cypress, Texas, 77433	

A&B Labs has analyzed the following samples...

Client Sample ID	Matrix	A&B Sample ID
1B Bryan Way FV Sta 8+98	Drinking Water	21050558.01
2B Bryan Way FV Sta 14+38	Drinking Water	21050558.02
3B Lago CT FV Sta 2+88	Drinking Water	21050558.03

Released By: Senthikumar Sevukan
 Title: Vice President Operations
 Date: 5/10/2021



This Laboratory is NELAP (T104704213) accredited. Effective: 04/01/2021; Expires: 3/31/2022
 Scope: Non-Potable Water, Drinking Water, Air, Solid, Biological Tissue, Hazardous Waste

I am the laboratory manager, or his/her designee, and I am responsible for the release of this data package. This laboratory data package has been reviewed and is complete and technically compliant with the requirements of the methods used, except where noted in the attached exception reports. I affirm, to the best of my knowledge that all problems/anomalies observed by this laboratory (and if applicable, any and all laboratories subcontracted through this laboratory) that might affect the quality of the data, have been identified in the Laboratory Review Checklist, and that no information or data have been knowingly withheld that would affect the quality of the data.

This report cannot be reproduced, except in full, without prior written permission of A&B Labs. Results shown relate only to the items tested. Results apply to the sample as received. Samples are assumed to be in acceptable condition unless otherwise noted. Blank correction is not made unless otherwise noted. Air concentrations reported are based on field sampling information provided by client. Soil samples are reported on a wet weight basis unless otherwise noted. Uncertainty estimates are available on request.

ab-q210-0321

Date Received : 05/07/2021 11:00 AM

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LABORATORY TERM AND QUALIFIER DEFINITION REPORT

Item 11.



Job ID : 21050558

Date: 5/10/2021

General Term Definition

Back-Wt	Back Weight	Post-Wt	Post Weight
BRL	Below Reporting Limit	ppm	parts per million
cfu	colony-forming units	Pre-Wt	Previous Weight
Conc.	Concentration	Q	Qualifier
D.F.	Dilution Factor	RegLimit	Regulatory Limit
Front-Wt	Front Weight	RPD	Relative Percent Difference
LCS	Laboratory Check Standard	RptLimit	Reporting Limit
LCSD	Laboratory Check Standard Duplicate	SDL	Sample Detection Limit
MS	Matrix Spike	surr	Surrogate
MSD	Matrix Spike Duplicate	T	Time
MW	Molecular Weight	TNTC	Too numerous to count
J	Estimation. Below calibration range but above MDL		

Qualifier Definition

--



LABORATORY TEST RESULTS

Job ID : 21050558

Date 5/10/2021

Client Name: Clearwater Utilities Inc. Attn: Shannan Stephens
 Project Name: 29173 / Kiber Reserve Sec 1 / City of Angleton

Client Sample ID: 1B Bryan Way FV Sta 8+98 Job Sample ID: 21050558.01
 Date Collected: 05/07/21 Sample Matrix: Drinking Water
 Time Collected: 08:40
 Other Information:

Test Method	Parameter/Test Description	Result	Units	DF	Rpt Limit	Reg Limit	Q	Date Time	Analyst
SM 9223B	Coliform, Drinking Water								
	Coliform, Total	Absent	/100mL					05/07/21 13:45	SB
	E. coli	Absent	/100mL					05/07/21 13:45	SB



LABORATORY TEST RESULTS

Job ID : 21050558

Date 5/10/2021

Client Name: Clearwater Utilities Inc. Attn: Shannan Stephens
 Project Name: 29173 / Kiber Reserve Sec 1 / City of Angleton

Client Sample ID: 2B Bryan Way FV Sta 14+38 Job Sample ID: 21050558.02
 Date Collected: 05/07/21 Sample Matrix: Drinking Water
 Time Collected: 08:43
 Other Information:

Test Method	Parameter/Test Description	Result	Units	DF	Rpt Limit	Reg Limit	Q	Date Time	Analyst
SM 9223B	Coliform, Drinking Water								
	Coliform, Total	Absent	/100mL					05/07/21 13:45	SB
	E. coli	Absent	/100mL					05/07/21 13:45	SB



LABORATORY TEST RESULTS

Job ID : 21050558

Date 5/10/2021

Client Name: Clearwater Utilities Inc. Attn: Shannan Stephens
 Project Name: 29173 / Kiber Reserve Sec 1 / City of Angleton

Client Sample ID: 3B Lago CT FV Sta 2+88 Job Sample ID: 21050558.03
 Date Collected: 05/07/21 Sample Matrix: Drinking Water
 Time Collected: 08:48
 Other Information:

Test Method	Parameter/Test Description	Result	Units	DF	Rpt Limit	Reg Limit	Q	Date Time	Analyst
SM 9223B	Coliform, Drinking Water								
	Coliform, Total	Absent	/100mL					05/07/21 13:45	SB
	E. coli	Absent	/100mL					05/07/21 13:45	SB



Sample Condition Checklist

Item 11.

A&B JobID : 21050558		Date Received : 05/07/2021		Time Received : 1:14PM								
Client Name : Clearwater Utilities Inc.												
Temperature : 22.2-0.1cf=22.1°C		Sample pH : N/A										
Thermometer ID : 1070629		pH Paper ID : N/A										
Perservative :												
	Check Points					Yes	No	N/A				
1.	Cooler seal present and signed.							X				
2.	Sample(s) in a cooler.						X					
3.	If yes, ice in cooler.							X				
4.	Sample(s) received with chain-of-custody.					X						
5.	C-O-C signed and dated.					X						
6.	Sample(s) received with signed sample custody seal.						X					
7.	Sample containers arrived intact. (If no comment).					X						
8.	Matrix	Water	Soil	Liquid	Sludge	Solid	Cassette	Tube	Bulk	Badge	Food	Other
:		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Sample(s) were received in appropriate container(s).					X						
10.	Sample(s) were received with proper preservative					X						
11.	All samples were logged or labeled.					X						
12.	Sample ID labels match C-O-C ID's					X						
13.	Bottle count on C-O-C matches bottles found.					X						
14.	Sample volume is sufficient for analyses requested.					X						
15.	Samples were received within the hold time.					X						
16.	VOA vials completely filled.							X				
17.	Sample accepted.					X						
18.	Has client been contacted about sub-out							X				
Comments : Include actions taken to resolve discrepancies/problem:												

Received by : JMontemayor

Check in by/date : JMontemayor / 05/07/2021

ab-s005-0321

Phone : 713-453-6060

www.ablabs.com

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Item 11.

10100 East Fwy (I-10)
Suite 100

*** Job ID: 21050558**



TAT: 2 Days PM: Ashute

5. Project # 29173

1. **REPORT TO:**
Company: Clearwater Utilities, Inc.
Address: 22803 Schiel Road
Cypress, TX 77433
Contact: Shannan Stephens
Phone: 281.373.0367
281.373.4587
E-mail: Sstephens@cr-wtr.com

2. **INVOICE TO:**
Company: * Same *
Address: _____
Contact: _____
Phone: _____
Fax: _____
E-mail: _____

3. PO # 29173
3a. A&B Quote # _____
4. Turnaround Time (Business Days)
 1 Day* Other:
 2 Days*
 3 Days* *Surcharge applies
 7 Days - Standard

6. Project Name/Location
Kiber Reserve Sec 1 | City of Angleton

7. Reporting Requirement:
 TRRP Limits only TRRP Rpt. Package See Attached Standard Level II PST MDL EDD

8. Sampler's Name & Company (PLEASE PRINT) Joe Cerda Clearwater Utilities, Inc.
Sampler's Signature & Date _____

LAB USE ONLY	9. Sample ID and Description	10. Sampling		12. Matrix																
		Date	Time 24hr	11. Comp.	Grab	Water	Soil	Sludge	Oil	Drinking Water	Air	Other								
NA	1B Bryan Way FV Sta 8+98	5-7-21	0840											X						
NA	2B Bryan Way FV Sta 14+38	5-7-21	0843											X						
NA	3B Lago Ct. FV Sta. 2+88	5-7-21	0849											X						

13. No. of Containers	14. Containers*																			
	15. Preservatives**																			
	16. PH-Lab Only																			
	17. Analyses/Methods	<u>DW for M - DW</u>																		
18. REMARKS																				

19. RELINQUISHED BY [Signature] DATE _____ TIME 1314

20. RECEIVED BY [Signature] DATE 5-7-21 TIME 1314

21. KNOWN HAZARDS/COMMENTS
NC
Temperature: 22.2-9.1 = °C 22.1°C
Thermometer ID 170462A
Intact: Y or N _____ Initials [Signature]
A&B cannot accept verbal changes
Please FAX written changes to 713-261-1111
Samples will be disposed of after _____
A&B reserves the right to return samples

*Containers: VOA - 40 ml vial A/G - Amber/Glass 1 Liter **Preservatives: C - Cool H - HCl N - HNO₃ S - H₂SO₄
4 oz/8 oz - glass wide mouth P/O - Plastic/other OH - NaOH T - Na₂S₂O₃ X - Other

METHOD OF SHIPMENT _____ BILL OF LADING/TRACKING # _____

LAB USE ONLY SAMPLING _____ RENTAL _____ P/U _____ Supplies _____ Field Work _____

Final Inspection Report for Kiber Reserve, Section 1, Angleton Texas

Date: May 3, 2021

Waterstone Development Group
 185 Cedar Point Drive
 Livingston, TX 77351
 Engineers Project No. 13499

Attendees:

Andy Billingsley - City of Angleton, Public Works
 John Peterson P.E. - City of Angleton Consulting Engineer (HDR)
 Lindsay Koskiniemi – City of Angleton, Assistant Director of Development Services
 Kyle Reynolds – City of Angleton - Inspections
 Ken Schott – Waterstone Development
 Miguel Saucedo – Baker and Lawson, Inc.

On this date a Final Inspection was held to determine acceptance of work as completed and note items of work which need correction prior to Final Acceptance into City Public Works System.

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- Install Intergral Storz Connection on fire hydrants per SL-15.

Upon completion of Items noted, Contractor to notify City of Angleton Public Works Director and Baker & Lawson, Inc. to confirm all items are corrected to satisfaction all parties involved.

END OF REPORT



AGENDA ITEM SUMMARY FORM

MEETING DATE: 13 JULY 21
PREPARED BY: Chris Whittaker
AGENDA CONTENT: PID Policy
AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: n/a **FUNDS REQUESTED:** n/a
FUND: n/a

EXECUTIVE SUMMARY:

This new policy allows for a policy for developers that desire to have a PID as part of their development. This policy details a process which reviews the proposal and provides a recommendation to City Council. PIDs must be self-sufficient and not adversely impact the ordinary service delivery of the City, except where City Council elects to participate in the project's costs. PIDs must be established carefully and only when related to a public purpose.

The policy outlines such things as general procedures, city processes, petition requirements, information to property owners, and determination of annual plan of services, budget, and assessments. This policy sets forth city policies and procedures as well as the city requirements which are in addition to the requirements of state law.

This policy puts all fees up front to the developer to include application and funding to enact the PID at no cost to the city. The developer pays all fees to P3 and the city. This policy also provides for a 10% fee to the developer for using the city to bond out the project. This fee can be used for city projects such as the Capital Improvement Program.

This policy has been approved by legal and written with P3 and our finance team.

RECOMMENDATION:

The staff recommends approval.

City of Angleton, Texas

Policy and Procedures for Public Improvement Districts

I. PURPOSE

The purpose of the Public Improvement District, (“PID” or “District”), policy is to outline the issues to be addressed before the City Council can support the establishment and continuation of a PID as allowed by Chapter 372 of the Texas Local Government Code. The policy outlines such things as general procedures, city processes, petition requirements, information to property owners, and determination of annual plan of services, budget and assessments. This policy sets forth city policies and procedures as well as the city requirements which are in addition to the requirements of state law.

II. GENERAL

PIDs must be self-sufficient and not adversely impact the ordinary service delivery of the City, except where City Council elects to participate in the project's costs.

PIDs must be established carefully and only when related to a public purpose to avoid a proliferation of special districts.

PID petition signatures should reflect that a reasonable attempt was made to obtain full support of the PID by the majority of the property owners, and that the PID petition reflects the majority ownership.

III. PROCESS

The process for the consideration of a PID petition is a two (2) step process.

Step one (1) consists of an initial city feasibility review of the application, and Step two (2) requires completion of all Texas statutory and city procedures to create the PID.

Step 1 Requirements:

- (a) Payment of a non-refundable PID application review fee in the set amount of \$15,000.00;
- (b) Full compliance with PID Petition requirements set forth in Appendix 1 of this Policy.
- (c) City Council approval.

See generally Paragraph IV, Sections A, C, D, E, and F of this policy.

Neither Completion of Step 1 requirements nor payment of this fee are a guarantee of PID approval, and final approval is subject to city council approval.

Step two (2) commences only upon successful completion of Step one (1)

Step 2 Requirements:

- (a) Required steps as set forth in Chapter 372 of the Texas Local Government Code and all steps and procedures set for in city policy to create the PID;
- (b) Payment of a mandatory PID Professional Service Fee in the amount of \$50,000.00. Professional services incurred necessary for creation of the fee will be assessed and deducted from this amount and if the PID Professional Service Fee is depleted due to the professional services incurred an additional amount may be required.

See generally Paragraph IV, Sections B, and G and all financial requirements of this policy.

Neither Completion of Step 2 requirements nor payment of this fee are a guarantee of PID approval, and final approval is subject to city council approval.

Final PID Creation

Upon completion of all steps and all necessary approvals an executed Development Agreement shall include the Developer obligation of a PID Enhancement Fund equivalent to ten per cent (10%) of the total PID Value payable to City prior to bond issuance

IV. APPLICATION

A. REQUIREMENTS FOR CITY APPLICATION REVIEW

In agreeing to consider a petition for creation of a PID, the City will require the following from the developer of the PID at the time the application is submitted; these requirements reflect the minimum requirements and the City at its option may require additional items:

1. Payment to the City of a non-refundable PID application review fee in the amount of fifteen thousand and 00/100 dollars (\$15,000.00). The application review fee serves to cover all administrative or operational costs incurred by the City for legal, engineering, administrative, consulting, and financial advisory services and fees in connection with vetting the request for a District and drafting of a development agreement. The payment of such fee is not a guarantee that the City will approve the creation of the District but is an initial fee for review of the application, processing the PID petition, and creating the PID, if applicable.
2. Evidence that the developer has the expertise, experience, necessary capital, and financial backing to complete the new development to be supported by the District financing. The developer must provide the City with adequate evidence of its committed and anticipated sources of funding to fund the balance of the improvements in the District not eligible to be funded by District issued financing.
3. Proposed site plan and general plan for the development, that will include the major components of a Development Agreement including a proposed construction schedule.

4. Identify all project expenses and costs, including acquisition, construction, and any applicable long-term management costs.
 - a. Source and Uses budget and project proforma detailing projected cash flows over the life of the proposed District including other public sources, private financing, and developer equity contribution to the project
 - b. Demonstration of financial capability, solvency and generally the necessary capital to meet project costs through project completion. By way of example but not limited to current (not less than) three years of financial statements, complete Sources and Uses budget, and Letters of Credit or Letters of Support from Bank or Lending Institution.
5. Demonstrated and proven previous experience developing similar scale and type of project.
6. The proposed development must be consistent with the zoning of the property. Zoning for the proposed development must be in place prior to PID creation or concurrent with PID creation, at the discretion of the City. The Developer must provide evidence to the City that the utility service provider has sufficient capacity to provide all necessary utility services for a PID.
7. The City shall, upon reasonable prior written notice to the developer and during normal business hours, have the right to audit and inspect the developer's records, books, and all other relevant records. The City, the developer, PID Consultant (P-3), and any other necessary parties involved in the approval of the PID Petition and financing, will agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, local or state laws or ordinances, or at the direction of the Attorney General.

B. REQUIREMENT FOR DEVELOPMENT AGREEMENT

With an application for a Public Improvement District, the applicant acknowledges the obligation to provide written acknowledgment of all application requirements. Developer also acknowledges the City requirement of a Development Agreement. The following additional application requirements are required:

1. All Districts shall be self-sufficient and in no case shall any consideration or approval of a PID create a recourse position for the City, where the City is asked to pledge its full faith and credit or responsible for repayment of any debt.
2. Voluntary annexation of the project area, prior to (or concurrently with) the creation of the PID when the District is not within City limits.
3. Outline at least three (3) of the City's desired community benefits as set forth in Section C. of this policy must be incorporated by the proposed development;
4. A site plan or general plan of development that outlines, at a minimum, land use and thoroughfare connections and is consistent with the City's Comprehensive Plan,

Angleton Strategic Plan, and all other City plans formally approved by City Council, as amended.

5. The proposed development will substantially contribute to funding the expansion of arterial and connector streets, major collector roadways or highways, and trunk line utility infrastructure, as applicable when necessary to address the projected demand for services and the impacts of the development;
6. Plans for the proposed development shall be prepared and reviewed by the City in compliance with the City's development ordinances regarding land use, development, infrastructure design, permitting, and inspections. Applicants shall seek City development approvals prior to the commencement of any construction.
7. A written development agreement must be prepared by developer, and entered and executed by both developer and City and the Development Agreement shall include the Developer obligation of a PID Enhancement Fund equivalent to ten per cent (10%) of the total PID Value payable to City prior to bond issuance.

C. COMMUNITY BENEFITS

City Council will prioritize approval of PID petitions for land in the City or Extraterritorial Jurisdiction of the City, ("ETJ") per the requirements of Chapter 372 of the Texas Local Government Code, and land use that provides the public benefits both superior to the benefits typically generated by real estate development projects not involving PID financing, and in excess of city minimum requirements. The City Manager has the discretion to evaluate community benefit prior to consideration by the City Council. The following are possible benefits:

1. Projects that will generate primary employment or other long-term economic development benefits to the City, beyond the economic development benefits generated by typical residential developments.
2. Improvements or services that meet or exceed the City's design standards in the Land Development Code, as amended, and take measures to protect, create or sustain environmentally sensitive areas or natural features within the area for development.
3. Projects that create or enhance parks, hike and bike trails, recreational facilities, open space benefits, and other outdoor benefits that surpass the requirements of the development ordinances and policies; in conformity with the Angleton Comprehensive Plan, Angleton Parks Plan; as amended, and all other City plans formally adopted.
4. Projects that improve environmental protection, storm water quality, and flood control mitigation or benefits that meet or exceed city requirements.

Affordable Housing Developments that may include senior housing, workforce housing or veteran's housing. Projects claiming to be affordable housing as a Community Benefit shall

provide a detailed financial analysis that demonstrates the affordability of the housing in the City of Angleton and how the developer proposes to maintain affordability.

- 5.
6. Projects that increase or enhance municipal transportation options.
7. Projects that improve public educational programs or public education facilities.
8. Projects that provide enhanced benefits to improve the public roads in the City.
9. Projects that provide enhanced water and wastewater infrastructure in the City.
10. Projects as identified by the City Council or the City Manager to address community need as authorized by Chapter 372.

D. ADDITIONAL REQUIREMENTS FOR PIDS WITHIN THE ETJ

1. For proposed PIDs in the ETJ, the petitioner shall be responsible for notice and coordination with and between the City, County, Angleton Drainage District, and Angleton Independent School District (AISD) at the earliest possible date to assess municipal annexation plans, the maximum PID assessment relative to municipal taxation, responsibilities for acceptance and maintenance of PID improvements to be financed by the PID, and related matters.
2. Generally, the City will consider PID petitions for property in the ETJ only if a development agreement has been executed and approved that requires that the entire project is voluntarily annexed into the City prior to the creation of the PID, and the project will enhance the City's tax base.
3. Petitioner will dissolve or agree to not create any other special district vehicles that may overlay the PID; including, but not limited to Municipal Utility Districts, or Water Control & Improvement Districts.

E. MINIMUM REQUIREMENTS FOR A PID

To be considered by the City Council, the real estate development project supported by the PID must meet the following minimum requirements:

1. The PID must achieve at least three (3) of the possible benefits listed in Section C. Community Benefits.
2. Prior to the creation of a PID District, the property shall be zoned appropriately for the proposed development or zoned concurrently with the creation of the PID.

Petitioner will be required to pay fees as set forth in Paragraph III of this policy for administrative or operational costs incurred by the City during the creation of a PID and the bond issuance process for a PID. Payment of fees is for the administrative or

operational costs incurred by the City, including but not limited to legal, engineering, administrative, financial advisory services, bond counsel services and fees in connection with continual vetting of the request for a District, and negotiating any associated documents. ***The payment of such fees is not a guarantee that the City will approve the PID.*** The costs a Petitioner will pay include but are not limited to:

- a. Reviewing the PID petition;
 - b. Publishing required legal notices;
 - c. Preparation and review of creation proceedings and levy of assessments;
 - d. Cost of the appraisal and reviewing the appraisal, the Feasibility Study, and Engineering Report including the cost of services provided by City consultants, attorneys, bond counsel, financial advisors and PID consultant, P-3 or an alternate consultant and PID administrator;
 - e. Preparation of the initial Service and Assessment Plan by a third-party PID Administration Firm or PID Consultant (P3) engaged by the City
 - f. Bond issuance;
 - g. Review and approval of plans for and inspection of construction of PID improvements; not including fees paid for review and inspection required by the City's Land Development Code or applicable Angleton City Code of Ordinances, as amended.
 - h. Procurement of contracts for PID administration and operation, collection of assessments, foreclosures or other similar matters.
3. The City's ongoing administrative and operational costs related to an approved PID, such as collection of PID assessments, review and approval of Service and Assessment Plan updates, and other costs shall be reimbursed from PID assessments. The City's costs will be determined on an annual basis.
4. Administration and management of ongoing PID responsibilities, such as preparation and updating of the Service and Assessment Plan, issuance of notices for annual City Council action on the Service and Assessment Plan, operation and maintenance of PID improvements, and other related matters shall be paid by PID assessments and performed by a third-party firm under contract with the City.
5. The City will use PID bond proceeds only to pay or reimburse the costs of PID improvements that have been designed and constructed to the applicable standards, and accepted for maintenance, or otherwise approved by the governmental entity responsible for them.
6. In the event of default under the terms of the PID Financing Agreement, the City shall, after providing notice and an opportunity to cure, have the right to capture reimbursements to complete development of public infrastructure.
7. Before a PID petition may be approved, the PID petitioner and the City must enter into a written acknowledgment that establishes:
- a. The basic terms and conditions for creation of the PID, including the provision of community benefits;
 - b. Developer has paid the mandatory PID Application Review fee which serves to

reimburse the City's ongoing administrative and operational costs, including the cost of outside consultants to assist with PID formation and financing, including but not limited to city attorney, financial advisor, bond counsel, underwriter and PID consultant or administrator;

c. The financing of the PID improvements and the payment of assessment revenues or PID Bond proceeds to pay for the costs of the PID Improvements; and

d. The planning, development, construction, management, and maintenance of the PID improvements, including review and approval by the governmental entities ultimately responsible for the PID improvements;

8. Property in the PID owned by the City shall not be subject to PID assessments. Property in the PID owned by another governmental entity may be assessed only pursuant to an inter-local agreement between the entity and the City.

9. The PID may not finance improvements or services that would not be accessible to the general public.

10. If minimum requirements cannot be met, an explanation of why the minimum requirements cannot be met and alternatives provided to meet or exceed the requirement.

F. PREFERENTIAL FACTORS FOR CITY CONSIDERATION

PIDs, in which the costs of public improvements are financed without City financial participation, other than revenue generated from PID assessments and proceeds from PID bonds, are preferred. Except for public improvements specifically approved in a City bond proposition, the City will not expend or pledge a tax increment, general fund revenue, general obligation bonds or certificate of obligation proceeds, etc. to support the costs of PID improvements unless it is explicitly approved by City Council as advancing a City purpose. In addition:

1. PID petitions signed by 100% of the owners in the PID boundaries are preferred;

2. PIDs that have a value-to-lien ratio that exceed 3:1 are preferred;

3. PIDs that have a tax rate equivalent comparable to surrounding developments.

4. Petitioners that can demonstrate indication of demand (letters of intent, builder contracts with earnest money) are preferred;

5. PIDs that provide four or more community benefits are preferred;

6. PIDs that have Engineer's Reports for improvements authorized by the PID and subdivision development are preferred.

7. A PID's budget shall include sufficient funds to pay for all costs above and beyond the City's ordinary costs, including additional administrative or operational costs, including costs and fees associated with a third-party PID administrator engaged by the City.

G. NOTICE, PUBLIC HEARING, APPROVAL OF THE PETITION AND PID PROCESS

1. City staff and consultants will assess the adequacy of the PID petition and the PID agreement and their compliance with this chapter and Chapter 372 and recommend to the City Council whether to proceed with a public hearing on the PID petition.
2. If the City Council approves setting a public hearing on the PID petition, City staff will publish the newspaper notice and mail the notice to property owners required by Chapter 372.
3. The hearing may be continued from time to time. After the final adjournment of the public hearing, the City Council has six months to adopt a resolution making the findings required by Chapter 372 to approve the PID petition.
4. The PID Financing and Reimbursement agreement must be executed on or before the date the PID assessments are levied.

H. FINANCIAL LIMITATIONS AND PERFORMANCE STANDARDS

The City may issue PID Bonds solely for the purposes of acquiring or constructing Authorized Improvements. The Developer may request issuance of PID Bonds by filing with the City a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. The Developer acknowledges that the mandatory PID Professional Service Fee, as required in Paragraph III Process, obligates the Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to all of the following conditions.

1. The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.
2. The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Authorized Improvement Costs to be financed and that there is sufficient security for the PID Bonds to be creditworthy.
3. All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.
4. The adoption of a service and assessment plan (the "Service and Assessment Plan") and an assessment ordinance levying assessments on all or any portion of the PID Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID Bonds and said PID Bonds shall be at a 3:1 Value to Lien ratio ("VTL") based on the anticipated final lots values as provided in a third-party appraisal; provided, however, it shall be at the City's discretion if the VTL is less than 3:1 ratio, at which time, the amount of funds below the 3:1 VTL ratio shall be "restricted" from access by the Developer until such a time as the value of the Development reaches the 3:1 ratio.
5. The City has formed and utilized its own financing team including, but not limited to, bond counsel, financial advisor, PID Administrator P-3 or an alternate Administrator, and

underwriters related to the issuance of PID Bonds and bond financing proceedings.

6. The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant. Any and all costs incurred by these activities will be included in City administration costs recouped from special assessments. The continuing disclosure will be divided into City disclosure and Developer disclosure, and the City will not be responsible or liable for Developer disclosure, but the City's disclosures professional will be used for both disclosures.
7. The aggregate principal amount of PID Bonds issued and to be issued shall will be documented in a Development Agreement and any other necessary written acknowledgment or agreement the City deems necessary.
8. Each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued.
9. The appraisal from an independent appraiser both approved and acceptable to the City will address whether the special benefits conferred on the properties being assessed for the Authorized Improvements increase the value of the property by an amount at least equal to the amount assessed against such property.
10. Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.
11. The Developer is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Assessments.
12. The Developer is not in default of any requirement of the PID Policy and it's approval requirements or, with respect to the Property, any other agreement to which Developer and the City are parties.
13. No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.
14. The Administrator has certified that the specified portions of the costs of the Authorized Improvements to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.
15. The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the approved Development Standards imposed by this Agreement including without limitation any applicable City Regulations.
16. The City has determined that the amount of proposed PID assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.

17. The maximum maturity for each individual PID Bond shall not exceed 30 years from the date of delivery thereof.
18. The maximum maturity for all PID Bonds will be documented in a Development Agreement.
19. The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.
20. Unless otherwise agreed to by the City, the PID Bonds shall be sold and may be transferred or assigned only (i) in compliance with applicable securities laws and (ii) in minimum denominations of \$100,000 or integral multiples of \$1,000 in excess thereof; provided, however, that the limitation on transferability or assignment in this subparagraph (ii) shall not apply if the PID Bonds have a rating of not less than BBB- from Fitch Ratings or Standard & Poor's Ratings Services or from Moody's Investors Service, Inc.
21. If the applicable portion of Authorized Improvements, as allowed by state law, has not already been constructed and to the extent PID Bond Proceeds are insufficient to fund such Authorized Improvement Costs, Developer shall, at time of closing the PID Bonds, fund or cause the funding of the difference between the Authorized Improvement Costs and the PID Bond Proceeds available to fund such Authorized Improvement Costs related to the applicable Authorized Improvement (without limiting any other provision, in the event Developer does not or cannot provide such funding, the City shall not be required to sell such PID Bonds, and Developer shall reimburse the City for all expenses and liabilities incurred by the City in connection with the proposed issuance of the PID Bonds).
22. No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.
23. The Developer agrees to provide periodic information and notices of material events regarding the Developer and the Developer's development within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Developer in connection with the issuance of PID Bonds.
24. The Developer satisfies the City Engineer or his designee that the Budgeted Cost(s) are reasonable.
25. Developer is not in default under a Developer Continuing Disclosure Agreement.
26. The issuance of any Refunding Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded.
27. The maximum tax equivalent assessment rate for the assessment levy shall be documented in a Development Agreement (or PID Finance Agreement).
28. The Developer and the City shall have entered into a PID reimbursement agreement that provides for the Developer's construction of certain Authorized Improvements and the

City's reimbursement to the Developer of certain Authorized Improvement Costs.

I. QUALIFIED TAX-EXEMPT STATUS

In any calendar year in which PID Bonds are issued, Developer agrees to pay the City its actual additional costs (“Additional Costs”) the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the “City Obligations”), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations (“QTEO”), as defined in section 265(b)(3) of the Internal Revenue Code (“IRC”) as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Developer and any deficiencies in the estimated Additional Costs paid to the City by Developer shall be remitted to the City by the Developer.).

Issuance of PID Bonds prior to City Obligations.

In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its financial advisor (“Financial Advisor”), shall estimate the Additional Costs based on the market conditions as they exist approximately 30 days prior to the date of the pricing of the PID Bonds (the “Estimated Costs”). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer in an amount less than or equal to the Estimated Costs. Developer, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) 15 business days after the date of said invoice, or (ii) 5 business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until Developer has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

Upon the City’s approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non-QTEO. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to Developer of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City’s notice to Developer required under this paragraph. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City’s notice required under this paragraph. If Developer does not pay the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City’s notice required under this paragraph, Developer shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the Development until such payment of Additional Costs is made in full.

Issuance of City Obligations prior to PID Bonds.

In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, and bond counsel if necessary, shall calculate the Estimated Costs based on the market conditions as they exist 20 days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer: (1) in an amount less than or equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. The Developer, in turn, shall remunerate to the City the amount shown on said invoice at least 15 days prior to the pricing date indicated on the invoice. If Developer fails to pay the Estimated Costs as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing non-QTEO City Obligations. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to Developer of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice to Developer. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice. If Developer does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then Developer shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the Development until such payment of Additional Costs is made in full.

To the extent any developer(s) or property owner(s) (including Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including Developer, as applicable) as necessary so as to put all developers and property owners (including Developer, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of Developer's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to Developer. The portion owed by Developer shall be determined by dividing the total proceeds from any debt issued on behalf of Developer in such calendar year by the total proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including Developer) in such calendar year.

V. PID ADMINISTRATION AND MANAGEMENT

The City will contract with an outside consultant, either P-3 or an alternative consultant to administer the PID and to bill, collect, and track PID assessments. This cost will be considered a reimbursable project cost and shall be included in the PID Service and Assessment Plan.

APPENDIX 1.

PETITION REQUIREMENTS

In order to initiate Step 1 Feasibility Review, applicant or PID Petitioner shall notify the City Manager at least thirty (30) days in advance of their intent to file a PID petition. Petitioner must attend one or more pre-filing meetings or development meetings scheduled by City Staff. Petitions requesting establishment of a public improvement district must satisfy all statutory requirements under §372.004 of the Texas Local Government Code.

In addition, all petitions submitted for establishment of a public improvement district shall include the following:

1. The basic terms and conditions for creation of the PID, including the provision of community benefits.
2. The petitioner's qualifications and previous experience with real estate development, financing of the development, prior PIDs, etc.
3. A legal description of the boundaries of the PID, a black and white map of the PID boundaries suitable for publication for the legal notices and a "commonly known" description of the area to be included in the District.
4. A current tax roll of the owners in the PID.
5. Any plan for phasing of both the real estate development supported by the PID and construction of public improvements in the PID.
6. The estimated costs of the proposed improvements (in dollars, \$)
7. The not to exceed maximum Assessment (in dollars, \$).
8. The not to exceed maximum bond issuance (in dollars, \$).
9. The not to exceed maximum tax equivalent Rate (in cents, \$).
10. A sunset clause, and a pre-executed petition to dissolve the PID by the landowner in case the SAP is not approved, and assessments levied for either reimbursement or bond issuance within three (3) years of the date of the Development Agreement.
11. A plan for ensuring dissolution of the PID will not impose unintended costs on the City or other governmental entities, and that addresses the maintenance or disposition of PID improvements if a PID is dissolved.
12. Evidence that the petition's signatures are genuine, or the petition will be accompanied by a reasonable fee to cover the city costs of signature verification.
13. If the proposed District is an expansion of an existing public improvement district, a petition for the new segment of the proposed District must identify each subdivision, or portion thereof, within the proposed boundaries of the new District, and each subdivision or portion thereof, that is not currently in an existing PID shall individually satisfy the requirements for a petition under §372.005 of the Texas Local Government Code. Subdivision has the meaning assigned by §232.021 of the Texas Local Government Code.
14. A section, which clearly identifies the Community Benefits of the PID to the affected property owners (for use in public hearing(s)) and to the city as a whole (i.e., promotes the interests of the city).
15. Description of all city-owned land within the District as well as its proposed share of project costs, if any.

16. Specified assurances to the City that the construction of improvements in the public right-of-way (not including roads or utilities maintained by the City as required by the Angleton City Code of Ordinances) will be maintained by the PID and in no way obligates the City to future maintenance or operational costs, unless otherwise stated in a subsequent agreement.
17. Statement that the petitioners understand that the annual budget for the District is subject to review by city staff with final approval by the City Council.
18. A certified check or a wire transfer for the application fee will be paid by the applicant to reimburse the city for the cost of evaluating the petition. This application fee must be paid in full when the petition is submitted to the City for evaluation and review. Petitioners must pay all direct costs of processing the PID petition, such as newspaper advertisements, postage, and contractors pursuant to the City's current Fee Schedule. If a Development Fee Agreement has been executed and the fees paid to the City, the application fee and review costs to evaluate the petition will be taken from the fees paid to the City.
19. All estimated costs must be identified before a decision is reached on a request to establish a PID. Costs to be identified include costs related to establishing the District; costs for maintenance, operations and administration; and costs for later revision, repair or replacement of any improvements.
20. An independently prepared market analysis or feasibility study – to be prepared and submitted prior to the public hearing. The market analysis or feasibility study will assess the reasonableness of the public improvements and overall development plan in light of market conditions. The costs of the third-party market analysis will be paid by the PID Petitioner and the City will order the study.
21. Include a provision that at the time of contract closing, a notification that anyone selling land in a public improvement district must include a "title encumbrance" which notifies any prospective property owner of the existence or proposal of special assessments on the property. All closing statements must specify who is responsible for payment of the PID assessment on a pro rata share thereof.
22. A plan for ensuring dissolution of the PID will not impose unintended costs on the City or other governmental entities and that addresses the maintenance or disposition of PID improvements if a PID is dissolved;

For all of the necessary forms, information and details please see the City website.

**Joe Morrow**

Managing Director

June 16, 2021

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

Re: Financial Services Consulting Agreement for Public Improvement Districts

Dear Mr. Whittaker:

HilltopSecurities Inc. is currently providing the City of Angleton (the "City") with financial advisory services pursuant to a certain Financial Advisory Agreement, dated November 16, 1999 (the "FA Agreement"). The FA Agreement provides for HilltopSecurities to advise the City regarding the issuance and sale of certain indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the City from time to time during the term of the FA Agreement.

The City has requested that HilltopSecurities provide additional proprietary, strategic and financial services (the "Strategic Consulting and Debt Issuance Services") to the City related to real estate development, development districts, assessment districts, economic incentives, and the issuance of resulting speculative noninvestment grade or low investment grade bonds, indebtedness or debt obligations. The Strategic Consulting and Debt Issuance Services were not contemplated by and are not within the description of services of the existing FA Agreement. Scope of Services and Discharge of Responsibilities.

Scope of Services:

In consideration of the compensation set forth below, HilltopSecurities agrees to conduct an objective financial analysis and modeling of costs and benefits, including the effect and anticipated timing of approvals and funding of any proposed program related to the Riverwood Ranch Development Project based on HilltopSecurities' experience with municipalities in Texas. HilltopSecurities will seek to understand land use, density, development timing, projected absorption, and product type to develop a build out proforma. HilltopSecurities will identify and model projected revenues and will work with the City, the developer, and the developer's engineer to identify, model and allocate capital requirements for internal improvements, major improvements and off-site improvements (water, sewer, drainage, roads, public safety, parks, etc). Upon a thorough understanding of the project, HilltopSecurities will develop a comprehensive financial model used throughout the engagement. HilltopSecurities will advise the City on the timing of the debt issuance and will assist in the review of the preliminary official statement. HilltopSecurities will also advise on the pricing of the bonds.

The parties hereto acknowledge that the Issuer shall not be required to act in accordance with any advice or recommendation provided by HilltopSecurities to the Issuer. Upon providing such advice or recommendation to the Issuer, together with the basis for such advice or recommendation, HilltopSecurities shall have discharged its duties with regard to such advice or recommendation and shall not be liable for any financial or other damages resulting from the Issuer's election not to act in accordance with such advice or recommendation. Furthermore, the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer as a result of its election not to act in accordance with any advice or recommendation by HilltopSecurities, including but not limited to any claim that HilltopSecurities should have taken steps, in addition to providing its advice or recommendation together with the basis therefor, to cause the Issuer to follow its advice or recommendation.

Compensation:

Recognizing the additional unique and proprietary financial services expertise that HilltopSecurities possesses, the significant time and effort involved, and the additional responsibilities and liability involved in the issuance of noninvestment grade or low investment grade bonds, indebtedness or debt obligations, the fee for assisting the City for Strategic Consulting and Debt Issuance Services shall be: A financial advisory fee of 2% of the amount of any resulting debt issuance related to the Project for the provision of the financial consulting services ("Consulting Fee"), payable upon closing of each transaction paid from PID bond proceeds. In addition, HilltopSecurities may seek a nonrefundable upfront fee of \$25,000 from the City which shall be funded by the developer of the Project (the "Upfront Payment"). Upon the successful closing of the first bond issuance of the Project, the Consulting fee shall be reduced by the Upfront Payment.

Term of Engagement:

This engagement shall begin upon your written acceptance below and shall remain in effect (i) until consummation of all the Consulting Services set forth above, or (ii) upon termination by either party (the "Expiration Date").

Miscellaneous:

In rendering its services hereunder, HilltopSecurities will be using and relying on information provided by the City without independent verification by HilltopSecurities, and HilltopSecurities does not assume responsibility for the accuracy or completeness of that information or any other information that it may receive regarding the Project, including but not limited to the work product of any of the City's other consultants. Any advice rendered by HilltopSecurities pursuant to this engagement is solely for the benefit of the City and may not be relied upon in any manner whatsoever by any other person and may not be disclosed to others without the prior written consent of HilltopSecurities.

In any event regardless of the cause of action, HilltopSecurities' total liability (including loss and expense) to the City in the aggregate shall not exceed the gross amount of fees received by HilltopSecurities pursuant to this letter agreement. The limitations of liability set forth in this Agreement are fundamental elements of the basis of the bargain between HilltopSecurities and the City, and the pricing for the services set forth above reflect such limitations. In addition, HilltopSecurities will not be liable in any event for lost profits or any consequential, indirect, punitive, exemplary or special damages.

HilltopSecurities is providing its Municipal Advisor Disclosure Statement (the "Disclosure Statement"), current as of the date of this Agreement, setting for the disclosures by HilltopSecurities of material conflicts of interest, if any, and of any legal or disciplinary events required to be disclosed pursuant to Municipal Securities Rulemaking Board G-42. The Disclosure Statement also describes how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the Securities and Exchange Commission.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning two copies to me.

Sincerely yours,

Joe Morrow
Managing Director

Agreed and Accepted:

By: _____

Title: _____

Name: _____

Date: _____

MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with this letter agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate’s business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client’s business activities with the affiliates

or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities

may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

VII. Additional Conflicts Disclosures.

In addition to serving as Municipal Advisor to the Issuer on the transaction, the Firm or an affiliate may be providing other services to the Issuer unrelated to the transaction or outside the scope of the Municipal Advisory Agreement and either will receive additional fees or may receive additional fees for such other services from the Issuer.

- The Firm has served as financial advisor to the general partner on prior or current transactions, for which it will receive a financial advisory fee in addition to the fees to be received for serving as Municipal Advisor to the Issuer under a separate contract.
- The Firm serves as bidding agent escrow agent, GIC bidding agent, or swap advisor for the Issuer or provides derivatives or commodities hedging services to the Issuer and receives fees either under a separate contract or from a third-party.
- The Firm's affiliate, Hilltop Securities Asset Management, LLC, provides arbitrage rebate compliance services to the Issuer either under a separate contract or under the municipal advisory fee structure.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event : The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's BrokerCheck webpage.
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by Broker Check at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take you to the electronic version [MA-Clients-Brochure](#).

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 07/13/2021

PREPARED BY: Chris Hill, Finance Director

AGENDA CONTENT: Consider and Approve Financial Services Consulting Agreement with Hilltop Securities, Inc. for Public Improvement Districts.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Hilltop Securities is currently providing the City with financial advisory services since 1999 regarding the issuance and sale of certain indebtedness or debt obligations that may be authorized and issued by the City.

The City staff has requested that Hilltop Securities provide additional services related to any Public Improvement District (PID).

Hilltop Securities will be paid a financial advisory fee from any PID bond proceeds or funded by the developer of the project.

RECOMMENDATION:

Staff recommends council approve Consulting Agreement with Hilltop Securities, Inc. for Public Improvement Districts.

FY 2021-2022 PROPOSED BUDGET SCHEDULE

March 23	Council Meeting – Review Proposed Budget Schedule.
April 13	Council Meeting – Budget Direction at Council Meeting.
April 20	Budget Kick-Off memo sent out to Departments regarding the budget process. Finance Department will provide Departments with general information on how the budget process will proceed for FY 2021-22.
May 24	Department heads submit budgets. All budget requests must be submitted to the Director of Finance by COB (Close of Business).
End of May	Preliminary Values Received from the Appraisal District.
June 2	Director of Finance presents draft budget to City Manager. Director of Finance briefs the City Manager on departments’ requests in comparison to revenues and provides the City Manager with a draft budget for review.
June 7-18	City Manager meets with each Department to review budget and priorities. Times & Dates TBD
July 1	City Manager submits copies of the proposed budget to the City Secretary for distribution to all interested persons.
July 1	City Council receives draft budget for review. The City Charter requires the City Manager, between 60 and 90 days prior (July 1-August 1) to the beginning of each fiscal year, or as soon as practicable after all necessary information is obtained from the county appraisal and taxing authorities to present council a proposed budget.
Saturday, July 10	<p>First Budget Workshop with City Council.</p> <p>8:30AM - Chris Whittaker / Chris Hill – General Overview, Revenues, Taxes, Personnel & Benefits. Administration Department and Debt Service Fund.</p> <p>9:00AM - Megan Mainer – Parks Department, ABLC, Angleton Recreation Center, Keep Angleton Beautiful (KAB) Events, Street / Park ROW.</p> <p>10AM – Break as necessary.</p> <p>10:15AM - Scott Myers – Fire Department, Angleton Emergency Services District #3</p> <p>11:15AM Jeff Sifford – Public Works in General Fund, Utility Fund (Utility Billing, Water, Sewer, and Plant Operations.)</p> <p>12:15AM to 12:45PM – Lunch Break</p>

12:45PM - Lupe Valdez – Police Department & Animal Services, Police Donations, Animal Control Donations, Police Drug Confiscation.
1:45PM - Martha Eighme – Economic Development, Community Events, Hotel/Motel, Downtown Revitalization.
2:45PM - Jason Crews – IT Department.

July 13 Council Meeting – Second Budget Workshop with City Council.
Lindsay Koskiniemi – Development Services Department (Consolidated with Maintenance.)
Frances Aguilar – City Secretary, City Council.
Colleen Martin – HR Department.
Glenn LaMont – Emergency Management Department.
Angelia Hayes – Municipal Court, Municipal Court Technology, Municipal Court Security, Child Safety.
Patty Swords – Grant Administration Current and Future Projects.
Chris Hill – Finance, Tax & Non-Departments in General Fund, Capital Projects Funds, Other Special Funds such as Capital Expense Revolving, Capital Replacement funds, Unemployment fund, City Employee fund, TIRZ No. 1 & 2.

Council Meeting – Discuss tax rate. Take a Roll Call record vote to propose a tax rate. Governing body must schedule and announce date, time, and location of public hearing on tax rate.

End of July Certified values received from Appraisal District.

August 10 Council Meeting – Third and Final Budget Workshop with City Council.
Follow-up on any outstanding items and revisit departments, as necessary.

August 17 The notice must appear at least five days before the meeting or public hearing. In addition, the governing body of a taxing unit may not hold a public hearing on a tax rate or hold a meeting to adopt a tax rate until the 5th day after the Appraisal District has complied with Texas Property Tax Code Section 26.05(d-1).

August 24 Council Meeting/Public hearing on the tax rate. Must announce time and location that tax rate will be approved.

September 14 Council Meeting – Council considers adopting the Budget and Tax Rate. Take a record vote to propose a tax rate.
City Secretary files copy of the budget with Brazoria County Clerk. Finance Department sends a copy of the approved budget to each department.
Martha Uploads Adopted Budget to City Website.

City of Angleton
Fiscal Year 2021/2022
Proposed Budget Summary

Mayor Perez and City Council Members,

The City of Angleton staff is pleased to present the Fiscal Year 2021/2022 Annual Budget based on the No-New Revenue Property Tax Rate. The Total Budget for FY 2021/2022 is \$48,710,945, a decrease of approximately 7.27% from FY 2020/2021 Budget. The budget contains increases in expenditures related to increased staffing personnel costs, total city services, required maintenance and capital projects but Capital Bond Project funds are declining resulting in overall decrease.

The budget is divided into seven sections: General Fund, Street Fund, Utility (Water) Fund, Debt Service Fund, Special Funds, Capital Project Funds, and the Angleton Better Living Corporation / Recreation Center Funds. The proposed budgets are balanced.

The proposed budgets for the General Fund and Utility (Water) Fund assume the General Fund adopts the No-New Revenue Property Tax Rate and the Utility Fund adopts a Rate increase covering the necessary operating and capital projects along with all costs being allocated to each fund (Green Highlighted Columns). In the alternative, the second option would include the General Fund adopts a Higher-Voter Approved Property Tax Rate with all costs being allocated to each fund but Utility Fund Rate increase for only necessary operating and capital projects (Grey Highlighted Columns). The first proposal assumes \$916,000 of projects requested will not be completed in the General Fund. The alternative proposal assumes \$435,000 of projects requested will not be completed in the General Fund and \$625,000 of projects requested will not be completed in the Utility Fund (highlighted reductions in blue.) The projects requested that will not be included are provided on a separate list.

Other notable key factors:

- ❖ Water rate increases for City operations, maintenance and capital projects have not occurred since FY 2013-2014 (other than passthrough to Brazosport Water Authority (BWA) and Impact fees). Despite from 2013-2020, inflation is up 12% plus an additional 5% through May 2021 totaling 17% inflation during the same period.
- ❖ NewGen Strategies & Solutions is working on a Water and Wastewater Financial Plan to sustain the failing infrastructure. The gap between required expenditures to maintain the failing infrastructure and available revenue continues to widen.

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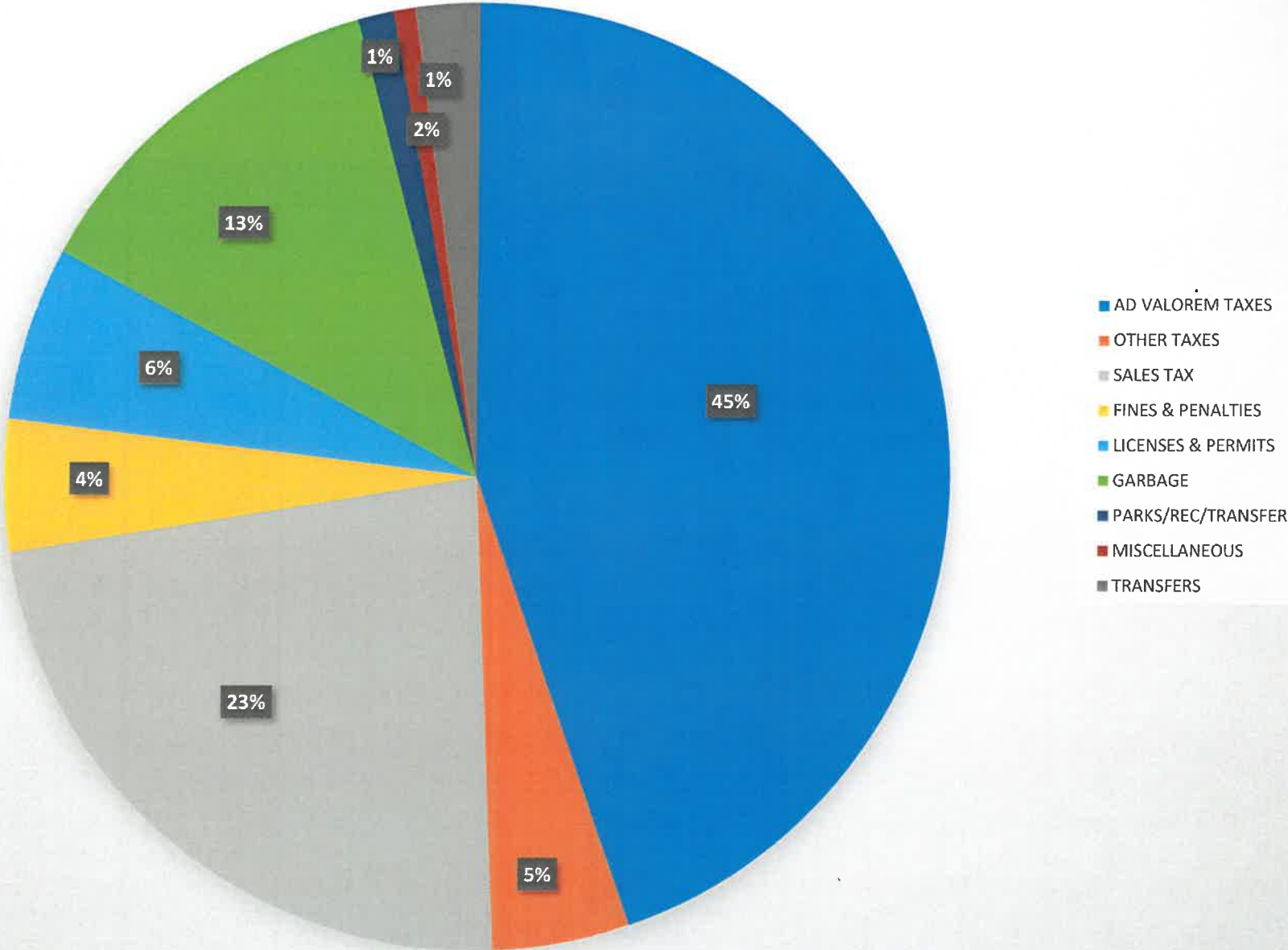
GENERAL FUND	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET NO-NEW REV RATE	% CHG. BUD	% CHG. PROJ	REQUESTED BUDGET HIGHER-VOTER RATE	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
REVENUE														
AD VALOREM TAXES	\$6,163,892	\$6,580,255	7%	\$6,059,156	\$6,580,842	\$7,041,452	7%	7%	\$7,518,714	14%	14%	PROPERTY TAXES	\$461,197	\$460,610
OTHER TAXES	\$699,836	\$777,063	11%	\$343,054	\$746,784	\$779,171	0%	4%	\$779,171	0%	4%	INDUSTRIAL / FRANCHISE	\$2,108	\$32,387
SALES TAX	\$3,360,918	\$3,484,843	4%	\$1,664,412	\$3,528,964	\$3,881,860	11%	10%	\$3,881,860	11%	10%	SALES TAX LAW CHG 10/1	\$397,017	\$352,896
FINES & PENALTIES	\$540,813	\$715,261	32%	\$262,561	\$629,738	\$757,679	6%	20%	\$757,679	6%	20%	COURT FINES	\$42,418	\$127,941
LICENSES & PERMITS	\$435,069	\$753,810	73%	\$488,086	\$769,758	\$1,000,830	33%	30%	\$1,000,830	33%	30%	DEV. SERVICES PERMITS	\$247,020	\$231,072
GARBAGE	\$2,111,464	\$2,196,796	4%	\$1,055,653	\$2,111,306	\$2,164,089	-1%	3%	\$2,164,089	-1%	3%	WASTE CONNECTIONS	(\$32,707)	\$52,783
PARKS/REC/TRANSFER	\$1,480	\$242,834		\$1,120	\$3,005	\$206,500			\$210,261	-13%		TRANSFER FROM FUND 19	(\$36,334)	\$203,495
MISCELLANEOUS	\$127,232	\$264,950	108%	\$57,766	\$80,792	\$126,310	-52%	56%	\$126,310	-52%	56%	SALE OF ASSETS / INTEREST	(\$138,640)	\$45,518
TRANSFERS	\$509,613	\$415,662	-18%	\$203,776	\$410,000	\$373,801	-10%	-9%	\$373,801	-10%	-9%	REDUCE ABLC PARKS		
												PAYROLL FUNDING	(\$41,861)	(\$36,199)
TOTAL REVENUE	\$13,950,318	\$15,431,474	11%	\$10,135,585	\$14,861,188	\$16,331,690	6%	10%	\$16,812,713	9%	13%		\$900,216	\$1,470,503
	% CHANGE	11%			-4%	10%			13%					
DEPARTMENT EXPENSES														
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET WITHOUT MAJOR ITEMS	% CHG. PROJ	% CHG. BUD	REQUESTED BUDGET LOADED	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
ADMINISTRATION 500	\$1,058,832	\$983,667	-7%	\$585,088	\$989,523	\$594,212	-40%	-40%	\$594,212	-40%	-40%	MOVED FEES TO DEV. SERV. AND NON-DEPT.	(\$389,455)	(\$395,312)
CITY COUNCIL 501	\$31,472	\$33,400	6%	\$20,022	\$37,675	\$27,400	-18%	-27%	\$27,400	-18%	-27%		(\$6,000)	(\$10,275)
HUMAN RESOURCES 502	\$310,560	\$294,831	-5%	\$166,072	\$294,099	\$338,051	15%	15%	\$338,051	15%	15%	PROF. SERVICES / APPREC.	\$43,220	\$43,953
MAINTENANCE 506	\$163,216	\$160,294	-2%	\$54,275	\$180,948	\$0			\$0			MOVE TO DEV. SERVICES	(\$160,294)	(\$180,948)
CITY SECRETARY 510	\$216,353	\$189,909	-12%	\$129,515	\$172,239	\$302,973	60%	76%	\$302,973	60%	76%	ASST. SEC. / CAR ALLOW / SWAGIT / ELECTION	\$113,064	\$130,734
TAX 512	\$47,251	\$48,000	2%	\$37,073	\$48,452	\$51,000	6%	5%	\$51,000	6%	5%	COUNTY FEES	\$3,000	\$2,548
EMERG. MGMT 513	\$31,832	\$92,486	191%	\$42,185	\$92,121	\$109,136	18%	18%	\$154,906	67%	68%	BROCHURE / CODE RED	\$16,650	\$17,014
FINANCE 515	\$417,698	\$554,371	33%	\$221,389	\$436,958	\$415,105	-25%	-5%	\$415,105	-25%	-5%		(\$139,266)	(\$21,853)
MUNICIPAL COURT 520	\$473,887	\$556,285	17%	\$221,218	\$397,939	\$605,288	9%	52%	\$605,288	9%	52%	PARTIAL OFFSET IN REV.	\$49,003	\$207,349
POLICE DEPARTMENT 525	\$5,069,052	\$5,131,630	1%	\$2,470,183	\$4,814,830	\$5,745,269	12%	19%	\$5,845,269	14%	21%	PAYROLL / MAINT. AGMT / PROJECTS	\$613,639	\$930,438
ANIMAL SERVICES 526	\$227,972	\$305,087	34%	\$127,412	\$240,078	\$371,907	22%	55%	\$371,907	22%	55%	NEW EMPLOYEE / HVAC / KENNEL & SHELTER IMP	\$66,820	\$131,829

CITY OF ANGLETON
 FISCAL BUDGET YEAR
 OCT. 1, 2021 TO SEPT. 30, 2022
 GENERAL

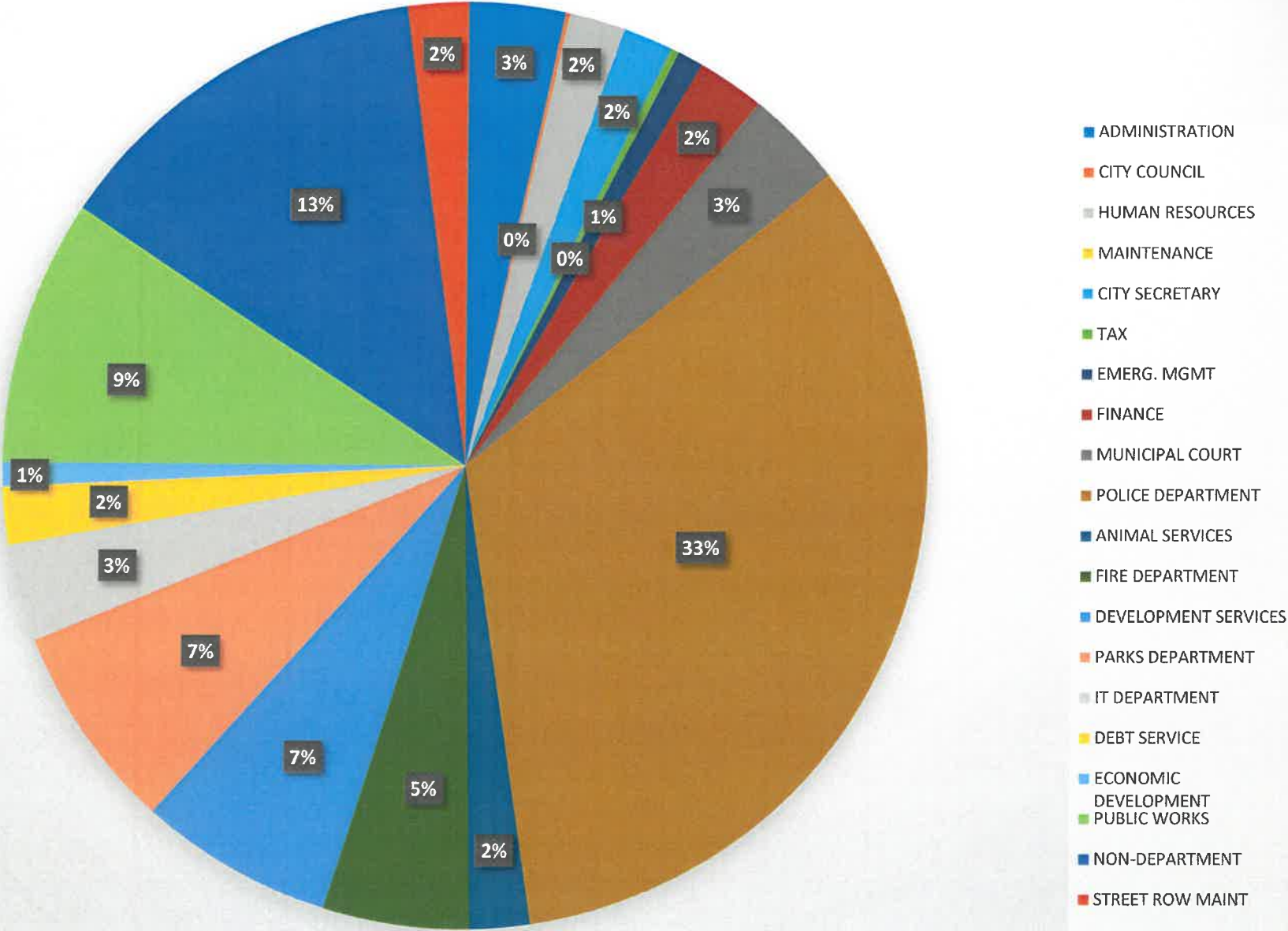
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GENERAL FUND	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET NO-NEW REV RATE	% CHG. BUD	% CHG. PROJ	REQUESTED BUDGET HIGHER-VOTER RATE	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
FIRE DEPARTMENT 530	\$674,353	\$738,103	9%	\$387,398	\$730,520	\$894,215	21%	22%	\$894,215	21%	22%	NEW FIREMAN / ST. 1 REMODEL / ST. 2 FLOORS / ST2 & 3 LIGHTING	\$156,112	\$163,695
DEVELOPMENT SERVICES 535	\$501,121	\$755,556	51%	\$303,618	\$593,579	\$1,124,308	49%	89%	\$1,184,308	57%	100%	DEMO / COMP. MASTER PLAN / MOVED MAINT, ATTORNEY AND ENG. FEES	\$368,752	\$530,729
PARKS DEPARTMENT 550	\$1,006,114	\$1,148,424	14%	\$578,751	\$1,135,324	\$1,238,501	8%	9%	\$1,268,501	10%	12%	ASST. DIR / GRANT ADMIN / INFRASTRUCTURE	\$90,077	\$103,177
IT DEPARTMENT 555	\$345,250	\$488,452	41%	\$279,211	\$442,752	\$448,173	-8%	1%	\$593,426	21%	34%	NEW TECH & PT EMPLOYEE / CJIS HARDWARE	(\$40,279)	\$5,421
DEBT SERVICE 556	\$45,650	\$245,282	437%	\$54,433	\$127,896	\$350,280	43%	174%	\$350,280	43%	174%	ENTERPRISE VEH. LEASE	\$104,998	\$222,384
ECONOMIC DEVELOPMENT 557	\$33,483	\$99,218	196%	\$62,894	\$102,537	\$150,304	51%	47%	\$150,304	51%	47%	RETAIL RECRUITMENT	\$51,086	\$47,767
PUBLIC WORKS 558	\$1,149,196	\$1,251,511	9%	\$416,870	\$1,206,892	\$1,522,822	22%	26%	\$1,622,822	30%	34%	STREET OVERLAYS / SIDEWALKS / SOLAR LIGHTS	\$271,311	\$315,930
NON-DEPARTMENT 559	\$2,096,508	\$2,028,239	-3%	\$1,082,778	\$2,109,609	\$2,355,147	16%	12%	\$2,355,147	16%	12%	WASTE CONNECTIONS / MOVE FROM OTHER DEPTS	\$326,908	\$245,538
STREET ROW MAINT 560	\$275,615	\$326,729	19%	\$162,906	\$339,985	\$377,149	15%	11%	\$377,149	15%	11%	MANAGED BY PARKS	\$50,420	\$37,164
PHASE 3 COMP PAY PLAN 999						\$162,531			\$162,531			EFFECTIVE 4/1/22	\$162,531	\$162,531
TOTAL EXPENDITURES	\$14,175,415	\$15,431,474	9%	\$7,403,292	\$14,493,956	\$17,183,768	11%	19%	\$17,664,791	14%	22%		\$1,752,294	\$2,689,813
	% CHANGE	9%			-6%	19%			22%					
REVENUE OVER / (UNDER) EXPENDITURES	(\$225,097)	\$0		\$2,732,292	\$367,232	(\$852,078)			(\$852,078)			COSTS & FRANCHISE MINUS GENERAL PAYING FOR WATER AND SEWER		
					WATER COSTS IN GENERAL	\$852,078			\$852,078					
					DIFFERENCE	\$0			(\$0)					

GENERAL FUND PROPOSED BUDGET REVENUE

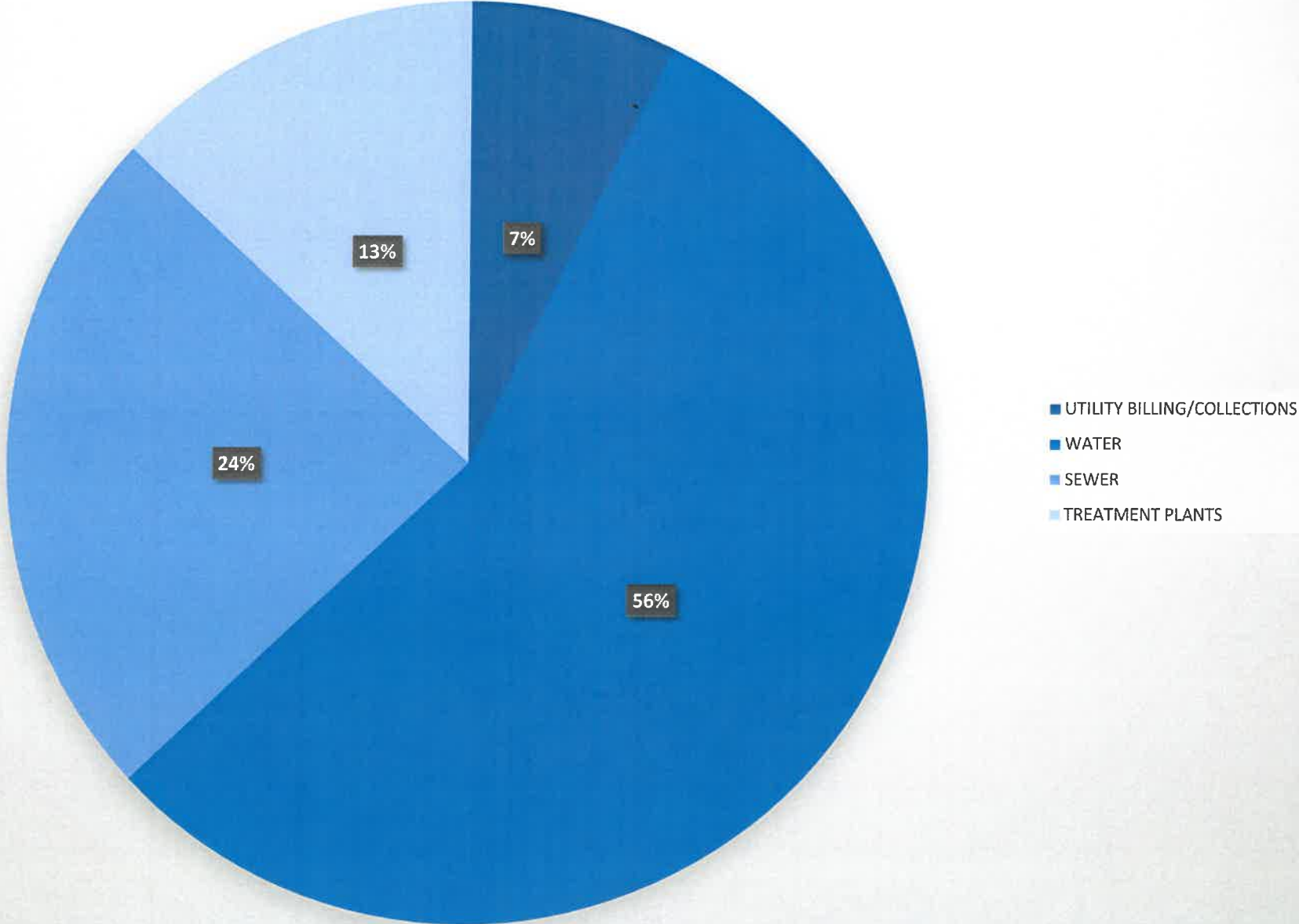


GENERAL FUND REQUESTED BUDGET EXPENDITURES



CITY OF ANGLETON													
FISCAL BUDGET YEAR													
OCT. 1, 2021 TO SEPT. 30, 2022													
UTILITY WATER/SEWER FUND 03													
REVENUE		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET NO RATE INCREASE	% CHG. BUD	% CHG. PROJ	REQUESTED BUDGET RATE INC. & TRANSFER	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
UTILITIES INCOME		\$5,903,085	\$7,282,574	23%	\$3,499,473	\$6,999,096	\$7,139,078	-2%	2%	\$8,816,156		(\$143,496)	\$139,982
INTERNET FEE		\$33,686	\$38,000	13%	\$20,652	\$35,403	\$36,111	-5%	2%	\$36,111	INTERNET FEES	(\$1,889)	\$708
MISCELLANEOUS TRANSFERS		\$37,383	\$74,600	100%	\$29,899	\$54,459	\$66,558	-11%	22%	\$66,558	T-MOBILE TOWER RENTAL	(\$8,042)	\$12,100
		\$0	\$0		\$0	\$0	\$0			(\$1,052,078)		\$0	\$0
TOTAL REVENUE		\$5,974,154	\$7,395,174	24%	\$3,550,024	\$7,088,958	\$7,241,748	-2%	2%	\$7,866,748		(\$153,426)	\$152,790
		% CHANGE	24%			-4%	2%			11%			
DEPARTMENTS		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET WITHOUT MAJOR ITEMS	% CHG. BUD	% CHG. PROJ	REQUESTED BUDGET LOADED	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
UTILITY BILLING/COLLECTIONS	560	\$511,520	\$526,993	3%	\$223,723	\$464,764	\$529,032	0%	14%	\$529,032		\$2,039	\$64,268
WATER	565	\$3,055,285	\$3,882,676	27%	\$1,683,021	\$3,808,603	\$4,034,991	4%	6%	\$4,109,991	WATER PURCHASE INCREASE / REPAIRS & MAINT. INFRASTRUCTURE	\$152,315	\$226,388
SEWER TREATMENT PLANTS	570	\$876,239	\$1,835,938	110%	\$840,030	\$1,661,837	\$1,731,381	-6%	4%	\$1,931,381	NEW EMPLOYEE / REPAIR LINES / ESCAVATOR	(\$104,557)	\$69,544
	571	\$917,567	\$1,149,567	25%	\$422,692	\$1,056,384	\$946,343	-18%	-10%	\$1,296,343	PAYROLL / SLUDGE / EQUIPMENT	(\$203,224)	(\$110,041)
										\$0		\$0	\$0
TOTAL DEPARTMENT		\$5,360,611	\$7,395,174	38%	\$3,169,467	\$6,991,588	\$7,241,748	-2%	4%	\$7,866,748		(\$153,426)	\$250,160
		% CHANGE	38%			-5%	4%			13%			
REVENUE OVER /(UNDER) EXPENDITURES		\$613,543	\$0		\$380,557	\$97,370	(\$0)			(\$0)			

REQUESTED UTILITY BUDGET EXPENDITURES

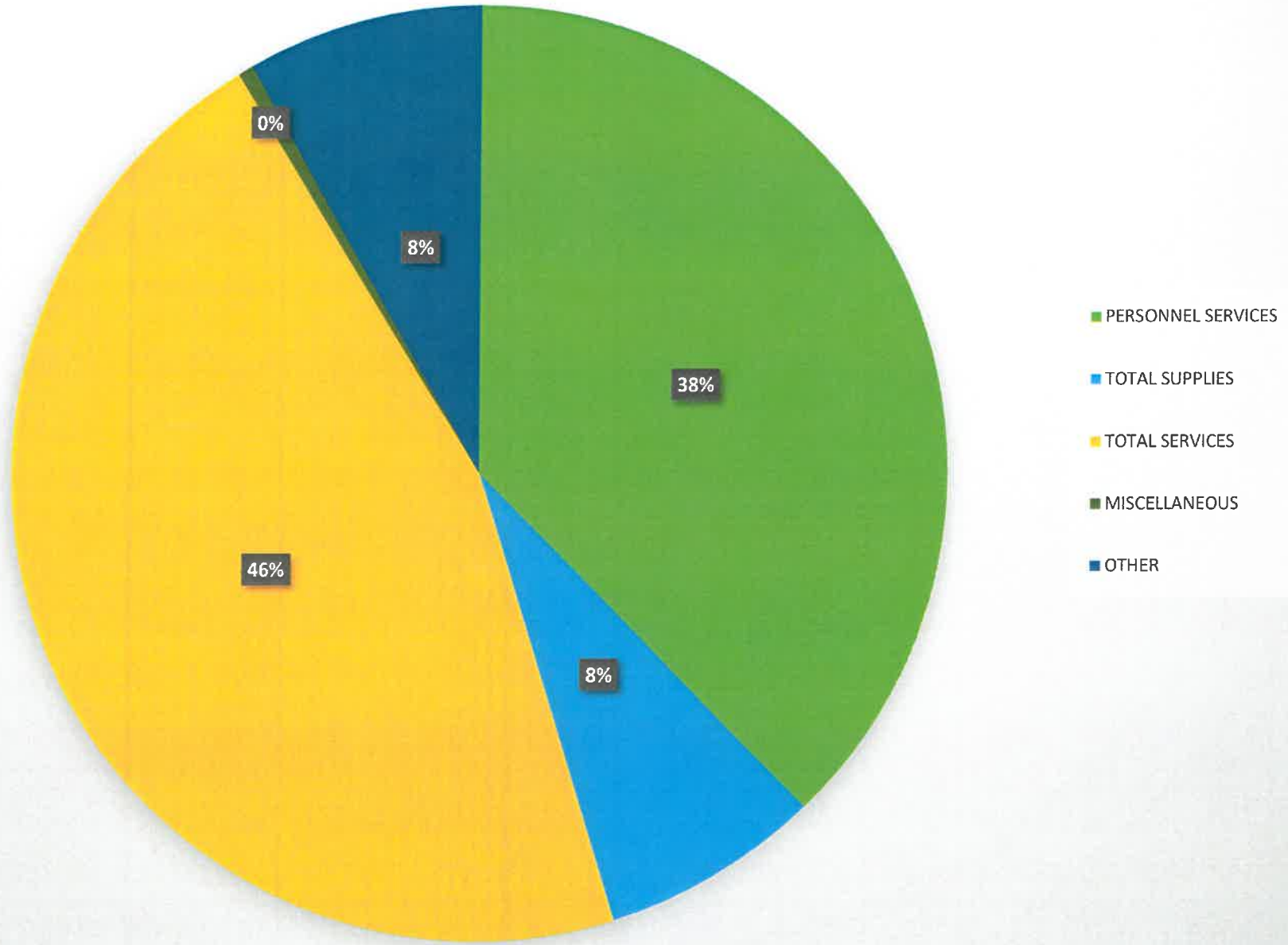


PROJECTS REMOVED TO BALANCE BUDGET

<u>DEPARTMENT</u>	<u>PROJECT NAME</u>	<u>FY 21-22 NO RATE INCREASE</u>	<u>DEPT. TOTALS</u>	
UTILITY	FIRE HYDRANT REPLACEMENTS	\$ 25,000		
UTILITY	WATER LINE PROJECT	\$ 50,000	\$ 75,000	WATER
UTILITY	SEWER LINE PROJECT	\$ 150,000		
UTILITY	EXCAVATOR	\$ 50,000	\$ 200,000	SEWER
UTILITY	WATER TREATMENT MEMBRANE	\$ 150,000		
UTILITY	LIFT STATION REHABILITATION	\$ 200,000	\$ 350,000	WT PLANT
		\$ 625,000	\$ 625,000	

CITY OF ANGLETON											
FISCAL BUDGET YEAR											
OCT. 1, 2021 TO SEPT. 30, 2022											
HOTEL											
04											
REVENUE	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
AD VALOREM TAXES	\$0	\$0		\$0	\$0	\$0					
HOTEL / MOTEL TAX	\$55,347	\$250,000		\$78,245	\$156,489	\$273,380	9%	75%	RETURN TO NORMAL	\$23,380	\$116,891
MISCELLANEOUS	\$3,111	\$1,545		\$460	\$920	\$950	-39%	3%		(\$595)	\$30
TRANSFERS	\$707	\$0		\$0	\$0	\$0					
TOTAL REVENUE	\$59,165	\$251,545		\$78,705	\$157,409	\$274,330	9%	74%		\$22,785	\$116,921
	% CHANGE				-37%	74%					
HOTEL/MOTEL EXPENSES	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
PERSONNEL SERVICES	\$86,560	\$92,348	7%	\$51,296	\$100,329	\$103,277	12%	3%		\$10,929	\$2,948
TOTAL SUPPLIES	\$45	\$21,000		\$3	\$5	\$21,000	0%			\$0	\$20,995
TOTAL SERVICES	\$93,941	\$103,100		\$6,585	\$13,171	\$126,000	22%		CONTRACT LABOR / SPECIAL	\$22,900	\$112,829
MISCELLANEOUS	\$20	\$1,500	100%	\$0	\$0	\$1,500	0%		EVENTS / ADVERTISING	\$0	\$1,500
OTHER	\$17,783	\$33,597	89%	\$11,276	\$22,553	\$22,553	-33%	0%		(\$11,044)	\$0
TOTAL DEPARTMENT	\$198,349	\$251,545	27%	\$69,161	\$136,058	\$274,330	9%	102%		\$22,785	\$138,272
	% CHANGE	27%			-46%	102%					
REVENUE OVER/ (UNDER) EXPENDITURES	(\$139,184)	\$0		\$9,544	\$21,351	(\$0)					

HOTEL REQUESTED BUDGET EXPENDITURES



CITY OF ANGLETON												
FISCAL BUDGET YEAR												
OCT. 1, 2021 TO SEPT. 30, 2022												
COURT TECHNOLOGY												
7												
REVENUE		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD.	% CHG. PROJ.	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ.
FINES AND PENALTIES		\$9,327	\$10,000	7%	\$4,861	\$9,861	\$10,000	0%	1%	RETURN TO NORMAL	\$0	\$139
TRANSFERS		\$0	\$0		\$0	\$0	\$0				\$0	\$0
TOTAL REVENUE		\$9,327	\$10,000	7%	\$4,861	\$9,861	\$10,000	0%	1%		\$0	\$139
		% CHANGE	7%			-1%	1%					
EXPENDITURES		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD.	% CHG. PROJ.	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ.
REPAIR & MAINTENANCE		\$35,382	\$10,000		\$0	\$2,000	\$10,000	0%		RETURN TO NORMAL	\$0	\$8,000
TOTAL DEPARTMENT		\$35,382	\$10,000	-72%	\$0	\$2,000	\$10,000	0%			\$0	\$8,000
		% CHANGE	-72%			-80%						
REVENUE OVER/ (UNDER) EXPENDITURES		(\$26,055)	\$0		\$4,861	\$7,861	\$0					

CITY OF ANGLETON												
FISCAL BUDGET YEAR												
OCT. 1, 2021 TO SEPT. 30, 2022												
COURT SECURITY												
	8											
<u>REVENUE</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
FINES AND PENALTIES		\$8,691	\$7,000	-19%	\$5,429	\$7,200	\$5,460	-22%	-24%	RETURN TO NORMAL	(\$1,540)	(\$1,740)
MISCELLANEOUS		\$136	\$160	18%	\$28	\$38	\$40	-75%	5%		(\$120)	\$2
TRANSFERS		\$0	\$5,000		\$0	\$0	\$0				(\$5,000)	\$0
TOTAL REVENUE		\$8,827	\$12,160	38%	\$5,457	\$7,238	\$5,500	-55%	-24%		(\$6,660)	(\$1,738)
		% CHANGE	38%			-40%	-24%					
<u>EXPENDITURES</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
TOTAL SUPPLIES		\$32	\$1,940		\$0	\$0	\$500	-74%		RETURN TO NORMAL	(\$1,440)	\$500
TOTAL SERVICES		\$150	\$5,220		\$1,119	\$2,238	\$0				(\$5,220)	(\$2,238)
OTHER		\$5,000	\$5,000	0%	\$2,500	\$5,000	\$5,000	0%	0%	TRANSFER TO COURT	\$0	\$0
TOTAL DEPARTMENT		\$5,182	\$12,160		\$3,619	\$7,238	\$5,500	-55%	-24%		(\$6,660)	(\$1,738)
		% CHANGE				-40%	-24%					
REVENUE OVER/ (UNDER) EXPENDITURES		\$3,645	\$0		\$1,838	(\$0)	\$0					

CITY OF ANGLETON												
FISCAL BUDGET YEAR												
OCT. 1, 2021 TO SEPT. 30, 2022												
STEP GRANT - CMV												
	9											
<u>REVENUE</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
GRANT INCOME		\$0	\$15,015		\$1,727	\$15,015	\$15,015		0%			
TOTAL REVENUE		\$0	\$15,015		\$1,727	\$15,015	\$15,015	0%	0%		\$0	\$0
		% CHANGE				0%	0%					
<u>EXPENDITURES</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
REPAIR & MAINTENANCE		\$0	\$0		\$0	\$0	\$0				\$0	\$0
TOTAL DEPARTMENT		\$0	\$15,015		\$1,167	\$15,015	\$15,015	0%	0%		\$0	\$0
		% CHANGE				0%	0%					
REVENUE OVER/ (UNDER) EXPENDITURES		\$0	\$0		\$560	\$0	\$0					

CITY OF ANGLETON												
FISCAL BUDGET YEAR												
OCT. 1, 2021 TO SEPT. 30, 2022												
POLICE DRUG CONFISCATION 10												
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ	
REVENUE												
FINES AND PENALTIES	\$26,643	\$11,198	-58%	\$11,198	\$11,198	\$0			NO ACTIVITY	(\$11,198)	(\$11,198)	
TRANSFERS	\$0	\$5,900		\$0	\$5,900	\$950	-84%	-84%		(\$4,950)	(\$4,950)	
TOTAL REVENUE	\$26,727	\$17,198	-36%	\$11,235	\$17,172	\$1,000	-94%	-94%		(\$16,198)	(\$16,172)	
	% CHANGE	-36%			0%	-94%						
EXPENDITURES												
REPAIR & MAINTENANCE	\$0	\$0		\$0	\$0	\$0				\$0	\$0	
TOTAL DEPARTMENT	\$6,187	\$17,198	178%	\$0	\$17,322	\$1,000	-94%	-94%		(\$16,198)	(\$16,322)	
	% CHANGE	178%			1%	-94%						
REVENUE OVER/ (UNDER) EXPENDITURES	\$20,540	\$0		\$11,235	(\$150)	\$0						

CITY OF ANGLETON												
FISCAL BUDGET YEAR												
OCT. 1, 2021 TO SEPT. 30, 2022												
CHILD SAFETY												
	12											
<u>REVENUE</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
FINES AND PENALTIES		\$2,259	\$2,000	-11%	\$1,441	\$2,019	\$2,025	1%	0%	RETURN TO NORMAL	\$25	\$6
MISCELLANEOUS		\$48	\$25	-48%	\$5	\$6	\$0				(\$25)	(\$6)
TRANSFERS		\$0	\$0		\$0	\$0	\$0				\$0	\$0
TOTAL REVENUE		\$2,307	\$2,025	-12%	\$1,446	\$2,025	\$2,025	0%	0%		\$0	\$0
% CHANGE			-12%			0%	0%					
<u>EXPENDITURES</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
OTHER		\$5,000	\$2,025	-60%	\$1,000	\$2,025	\$2,025	0%	0%	TRANSFER TO COURT	\$0	\$0
TOTAL DEPARTMENT		\$5,000	\$2,025	-60%	\$1,000	\$2,025	\$2,025	0%	0%		\$0	\$0
% CHANGE			-60%			0%	0%					
REVENUE OVER/ (UNDER) EXPENDITURES		(\$2,693)	\$0		\$446	\$0	\$0					

CITY OF ANGLETON											
FISCAL BUDGET YEAR											
OCT. 1, 2021 TO SEPT. 30, 2022											
KEEP ANGLETON BEAUTIFUL	13										
REVENUE											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
UTILITIES INCOME	\$0	\$1,450		\$2,577	\$3,450	\$3,500		1%		\$2,050	\$50
PARKS & RECREATION	\$31,650	\$0		\$0	\$0	\$0	0%	0%		\$0	\$0
MISCELLANEOUS	\$32,220	\$29,625	-8%	\$13,732	\$27,464	\$30,625	3%	12%		\$1,000	\$3,161
TRANSFERS	\$0	\$51,625		\$0	\$0	\$500,000	100%	100%	GENERAL FUND BALANCE	\$448,375	\$500,000
TOTAL REVENUE	\$63,870	\$82,700	29%	\$16,309	\$30,914	\$534,125				\$451,425	\$503,211
	% CHANGE	29%			-63%						
KAB EXPENDITURES											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
TOTAL SUPPLIES	\$1,245	\$1,250	0%	\$617	\$2,341	\$2,300	84%	-2%		\$1,050	(\$41)
TOTAL SERVICES	\$17,121	\$29,425	72%	\$9,013	\$25,931	\$31,325	6%	21%		\$1,900	\$5,394
MISCELLANEOUS	\$300	\$400	33%	\$468	\$468	\$500	25%	7%		\$100	\$32
CAPITAL EXPENDITURES	\$0	\$0		\$0	\$0	\$500,000	100%	100%	PHASE 1 GATEWAY SIGNAGE AND LOOP 274	\$500,000	\$500,000
										\$0	\$0
TOTAL DEPARTMENT	\$18,666	\$31,075	66%	\$10,098	\$28,740	\$534,125				\$503,050	\$505,385
	% CHANGE	66%			-8%						
REVENUE OVER/(UNDER) EXPENDITURES	\$45,204	\$51,625		\$6,211	\$2,174	\$0					

CITY OF ANGLETON												
FISCAL BUDGET YEAR												
OCT. 1, 2021 TO SEPT. 30, 2022												
STEP GRANT												
	16											
<u>REVENUE</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
GRANT INCOME		\$0	\$0		\$0	\$0	\$0					
TOTAL REVENUE		\$0	\$15,015		\$2,606	\$15,015	\$15,015	0%	0%		\$0	\$0
		% CHANGE				0%	0%					
<u>EXPENDITURES</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
REPAIR & MAINTENANCE		\$0	\$0		\$0	\$0	\$0				\$0	\$0
TOTAL DEPARTMENT		\$0	\$15,015		\$4,229	\$15,015	\$15,015	0%	0%		\$0	\$0
		% CHANGE				0%	0%					
REVENUE OVER/ (UNDER) EXPENDITURES		\$0	\$0		(\$1,623)	\$0	(\$0)					

CITY OF ANGLETON													
FISCAL BUDGET YEAR													
OCT. 1, 2021 TO SEPT. 30, 2022													
CAPITAL EXP REVOLVING FUND													
	19												
<u>REVENUE</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	CY BUDGET DIFF	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
MISCELLANEOUS		\$1,891	\$1,000		\$492	\$984	(\$16)	\$500	-50%	-49%		(\$500)	(\$484)
TRANSFERS		\$55,000	\$235,334		\$0	\$0	(\$235,334)	\$199,500	-15%			(\$35,834)	\$199,500
TOTAL REVENUE		\$56,891	\$236,334		\$492	\$984	(\$235,350)	\$200,000	-15%			(\$36,334)	\$199,016
		% CHANGE											
<u>EXPENDITURES</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	CY BUDGET DIFF	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
REPAIR & MAINTENANCE		\$0	\$0		\$0	\$0	\$0	\$0				\$0	\$0
TOTAL DEPARTMENT		\$0	\$236,334		\$0	\$0	(\$236,334)	\$200,000	-15%			(\$36,334)	\$200,000
		% CHANGE											
REVENUE OVER/ (UNDER) EXPENDITURES		\$56,891	\$0		\$492	\$984	\$984	\$0					

CITY OF ANGLETON												
FISCAL BUDGET YEAR												
OCT. 1, 2021 TO SEPT. 30, 2022												
UNEMPLOYMENT FUND												
	41											
<u>REVENUE</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
GRANT INCOME		\$0	\$0		\$0	\$0	\$0					
TOTAL REVENUE		\$14,189	\$50,000		\$5,162	\$5,162	\$50,000	0%			\$0	\$44,838
		% CHANGE				-90%						
<u>EXPENDITURES</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
REPAIR & MAINTENANCE		\$0	\$0		\$0	\$0	\$0				\$0	\$0
TOTAL DEPARTMENT		\$27	\$50,000		\$30,317	\$30,317	\$50,000	0%			\$0	\$19,683
		% CHANGE										
REVENUE OVER/ (UNDER) EXPENDITURES		\$14,162	\$0		(\$25,155)	(\$25,155)	\$0					

CITY OF ANGLETON												
FISCAL BUDGET YEAR												
OCT. 1, 2021 TO SEPT. 30, 2022												
TIRZ #1												
58												
REVENUE												
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ	
AD VALOREM TAXES	\$27,237	\$32,129	18%	\$19,760	\$26,290	\$26,741		2%				
MISCELLANEOUS	\$40	\$100		\$25	\$49	\$25	-75%	-49%		(\$75)	(\$24)	
TOTAL REVENUE	\$27,277	\$32,229		\$19,785	\$26,340	\$26,766	-17%			(\$5,463)	\$426	
	% CHANGE				-18%							
EXPENDITURES												
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ	
REPAIR & MAINTENANCE	\$0	\$0		\$0	\$0	\$0				\$0	\$0	
TOTAL DEPARTMENT	\$0	\$32,229		\$0	\$26,340	\$26,766	-17%			(\$5,463)	\$426	
	% CHANGE											
REVENUE OVER/ (UNDER) EXPENDITURES	\$27,277	\$0		\$19,785	(\$0)	\$0						

CITY OF ANGLETON
 FISCAL BUDGET YEAR
 OCT. 1, 2021 TO SEPT. 30, 2022
 POLICE DONATIONS

80

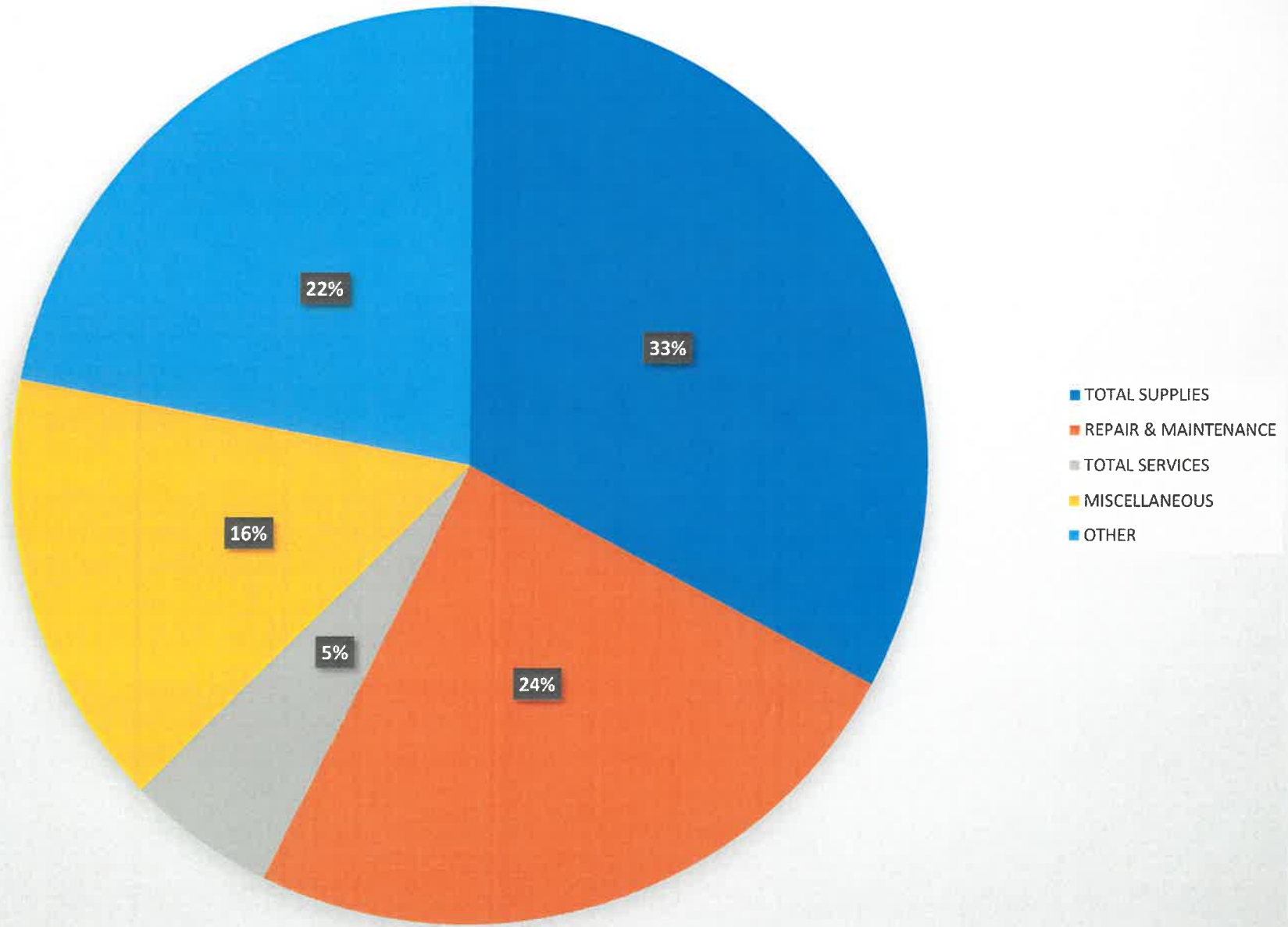
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
REVENUE											
UTILITIES INCOME	\$36,974	\$10,000	-73%	\$5,002	\$10,000	\$5,000		-50%			
MISCELLANEOUS	\$33	\$50	52%	\$26	\$52	\$25	-50%	-52%		(\$25)	(\$27)
TRANSFERS	\$0	\$4,950		\$0	\$4,950	\$11,275	128%	128%		\$6,325	\$6,325
TOTAL REVENUE	\$37,007	\$15,000	-59%	\$5,028	\$15,002	\$16,300	9%	9%		\$1,300	\$1,298
	% CHANGE	-59%			0%	9%					
EXPENDITURES											
REPAIR & MAINTENANCE	\$0	\$0		\$0	\$0	\$0				\$0	\$0
TOTAL DEPARTMENT	\$13,800	\$15,000	9%	\$16,300	\$16,300	\$16,300	9%	0%		\$1,300	\$0
	% CHANGE	9%			9%	0%					
REVENUE OVER/ (UNDER) EXPENDITURES	\$23,207	\$0		(\$11,272)	(\$1,298)	\$0					

CITY OF ANGLETON												
FISCAL BUDGET YEAR												
OCT. 1, 2021 TO SEPT. 30, 2022												
CITY EMPLOYEE FUND												
	82											
<u>REVENUE</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
	MISCELLANEOUS	\$11	\$0		\$11	\$11	\$10		-12%		\$10	(\$1)
	TRANSFERS	\$0	\$176		\$0	\$0	\$5,990				\$5,814	\$5,990
	TOTAL REVENUE	\$11	\$176		\$11	\$11	\$6,000				\$5,824	\$5,989
		% CHANGE										
<u>EXPENDITURES</u>		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
	TOTAL SUPPLIES	\$3,437	\$176		\$2,374	\$2,374	\$6,000				\$5,824	\$3,626
	TOTAL DEPARTMENT	\$3,437	\$176		\$2,374	\$2,374	\$6,000				\$5,824	\$3,626
		% CHANGE										
	REVENUE OVER/ (UNDER) EXPENDITURES	(\$3,426)	\$0		(\$2,362)	(\$2,362)	\$0					

CITY OF ANGLETON												
FISCAL BUDGET YEAR												
OCT. 1, 2021 TO SEPT. 30, 2022												
ANIMAL SERVICES DONATIONS 101												
<u>REVENUE</u>	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ	
DONATIONS	\$7,223	\$15,950	121%	\$9,867	\$9,867	\$7,000		-29%		(\$8,950)	(\$2,867)	
MISCELLANEOUS	\$70	\$4,050		\$21	\$41	\$5,000	23%			\$950	\$4,959	
TOTAL REVENUE	\$7,293	\$20,000	174%	\$9,888	\$9,908	\$12,000	-40%	21%		(\$8,000)	\$2,092	
	% CHANGE	174%			-50%	21%						
<u>EXPENDITURES</u>	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ	
TOTAL SUPPLIES	\$13,492	\$20,000		\$0	\$9,908	\$12,000	-40%			(\$8,000)	\$2,092	
TOTAL DEPARTMENT	\$13,492	\$20,000	48%	\$0	\$9,908	\$12,000	-40%	21%		(\$8,000)	\$2,092	
	% CHANGE	48%			-50%	21%						
REVENUE OVER/ (UNDER) EXPENDITURES	(\$6,199)	\$0		\$9,888	\$0	\$0						

CITY OF ANGLETON												
FISCAL BUDGET YEAR												
OCT. 1, 2021 TO SEPT. 30, 2022												
ANGLETON ESD #3												
	107											
REVENUE		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
MISCELLANEOUS		\$290,440	\$291,402	0%	\$217,877	\$290,563	\$324,540	11%	12%	REQUEST INCREASE	\$33,138	\$33,977
TRANSFERS		\$0	\$0		\$0	\$0	\$25,188			CARRYOVER FROM LAST YEAR	\$25,188	\$25,188
TOTAL REVENUE		\$290,440	\$291,402	0%	\$217,877	\$290,563	\$349,728	20%	20%		\$58,326	\$59,165
		% CHANGE		0%		0%						
ESD EXPENDITURES		LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
TOTAL SUPPLIES		\$102,154	\$105,572	3%	\$23,773	\$76,500	\$106,372	1%	39%	EQUIPMENT / VEHICLE	\$800	\$29,872
REPAIR & MAINTENANCE		\$75,516	\$53,000	-30%	\$7,686	\$53,000	\$78,650	48%	48%	5% INCREASE IN BUILDING, VEHICLE AND EQUIP MAINTENANCE / TIRES / SCBA TESTING / ST. 1 REMODEL / ST. 3 EPOXY FLOORS	\$25,650	\$25,650
TOTAL SERVICES		\$15,362	\$14,473	-6%	\$0	\$14,473	\$17,000	17%	17%		\$2,527	\$2,527
MISCELLANEOUS		\$5,115	\$45,000	780%	\$27,182	\$50,000	\$50,000	11%	0%		\$5,000	\$0
OTHER		\$72,273	\$73,357	1%	\$0	\$72,241	\$71,145	-3%	-2%		(\$2,212)	(\$1,096)
											\$0	\$0
TOTAL DEPARTMENT		\$270,420	\$291,402	8%	\$58,642	\$266,214	\$323,167	11%	21%		\$31,765	\$56,953
		% CHANGE		8%		-9%	21%					
REVENUE OVER/(UNDER) EXPENDITURES		\$20,020	\$0		\$159,235	\$24,349	\$26,561					

ESD #3 REQUESTED BUDGET EXPENDITURES



CITY OF ANGLETON											
FISCAL BUDGET YEAR											
OCT. 1, 2021 TO SEPT. 30, 2022											
DOWNTOWN REVITALIZATION 117											
REVENUE											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
MISCELLANEOUS	\$70	\$0		\$12	\$24	\$0				\$0	(\$24)
TRANSFERS	\$0	\$10,000		\$0	\$0	\$10,000	0%	100%		\$0	\$10,000
TOTAL REVENUE	\$70	\$10,000		\$12	\$24	\$10,000	0%	100%		\$0	\$9,976
	% CHANGE				-100%						
EXPENSES											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG.	% CHG.	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
TOTAL SERVICES	\$0	\$10,000		\$0	\$0	\$10,000	0%	100%		\$0	\$10,000
OTHER	\$0	\$0		\$0	\$0	\$0	0%	0%			
TOTAL DEPARTMENT	\$0	\$10,000		\$0	\$0	\$10,000	0%	100%	\$10,000	\$0	\$10,000
	% CHANGE				-100%						
REVENUE OVER/(UNDER) EXPENDITURES	\$70	\$0		\$12	\$24	\$0					

CITY OF ANGLETON											
FISCAL BUDGET YEAR											
OCT. 1, 2021 TO SEPT. 30, 2022											
DEBT SERVICE FUND											
	05										
REVENUE											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
AD VALOREM TAXES	\$1,028,680	\$959,706	-7%	\$894,532	\$959,899	\$926,732	-3%	-3%		(\$32,974)	(\$33,167)
MISCELLANEOUS	\$2,907	\$1,000	-66%	\$538	\$807	\$500	-50%	-38%		(\$500)	(\$307)
TRANSFERS	\$1,639,391	\$2,059,140		\$1,445,567	\$2,059,140	\$2,159,647	100%	100%		\$100,507	\$100,507
TOTAL REVENUE	\$2,670,978	\$3,019,846	13%	\$2,340,637	\$3,019,846	\$3,086,879				\$67,033	\$67,033
	% CHANGE	13%			0%						
EXPENDITURES											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
TOTAL SERVICES	\$6,750	\$17,475	159%	\$8,130	\$17,475	\$17,475	0%	0%		\$0	\$0
MISCELLANEOUS	\$3,061,822	\$3,002,371	-2%	\$2,234,505	\$3,002,371	\$3,055,559	2%	2%		\$53,188	\$53,188
OTHER	\$13,998	\$0		\$0	\$0	\$13,845				\$13,845	\$13,845
										\$0	\$0
TOTAL DEPARTMENT	\$3,082,570	\$3,019,846	-2%	\$2,242,635	\$3,019,846	\$3,086,879				\$67,033	\$67,033
	% CHANGE	-2%			0%						
REVENUE OVER/(UNDER) EXPENDITURES	(\$411,592)	\$0		\$98,002	\$0	\$0					

**GENERAL FUND DEBT SERVICE PAYMENTS BY SERIES
ANNUAL BUDGET - FISCAL YEAR 2021/2022**

Fiscal Year	2016 Refunding Com & Tax		2019 Debt Issue		Annual Total				I&S W/STREETS
	Principal	Interest	Principal	Interest	Principal	Interest	Admin	Total	
FYE 2021	\$ 30,000	\$ 6,200	\$ 80,000	\$ 37,850	\$110,000	\$44,050	\$2,625	\$156,675	\$974,537
FYE 2022	\$ 30,000	\$ 5,600	\$ 80,000	\$ 34,650	\$110,000	\$40,250	\$2,625	\$152,875	\$913,387
FYE 2023	\$ 35,000	\$ 4,775	\$ 80,000	\$ 31,450	\$115,000	\$36,225	\$2,625	\$153,850	\$914,712
FYE 2024	\$ 35,000	\$ 3,725	\$ 80,000	\$ 28,250	\$115,000	\$31,975	\$2,625	\$149,600	\$909,663
FYE 2025	\$ 25,000	\$ 2,700	\$ 80,000	\$ 25,050	\$105,000	\$27,750	\$2,625	\$135,375	\$812,313
FYE 2026	\$ 25,000	\$ 1,700	\$ 80,000	\$ 21,850	\$105,000	\$23,550	\$2,625	\$131,175	\$797,963
FYE 2027	\$ 15,000	\$ 900	\$ 75,000	\$ 18,750	\$90,000	\$19,650	\$2,625	\$112,275	\$739,313
FYE 2028	\$ 15,000	\$ 300	\$ 75,000	\$ 15,750	\$90,000	\$16,050	\$2,625	\$108,675	\$726,362
FYE 2029			\$ 75,000	\$ 12,750	\$75,000	\$12,750	\$2,625	\$90,375	\$659,313
FYE 2030			\$ 75,000	\$ 10,125	\$75,000	\$10,125	\$2,625	\$87,750	\$643,638
FYE 2031			\$ 75,000	\$ 7,875	\$75,000	\$7,875	\$2,625	\$85,500	\$628,338
FYE 2032			\$ 75,000	\$ 5,625	\$75,000	\$5,625	\$2,625	\$83,250	\$608,113
FYE 2033			\$ 75,000	\$ 3,375	\$75,000	\$3,375	\$2,625	\$81,000	\$592,425
FYE 2034			\$ 75,000	\$ 1,125	\$75,000	\$1,125	\$2,625	\$78,750	\$576,200
FYE 2035									\$488,394
FYE 2036									\$473,930
FYE 2037									\$459,140
FYE 2038									\$439,435
FYE 2039									\$0
FYE 2040									\$0
TOTALS	\$180,000	\$ 19,700	\$1,000,000	\$ 216,625	\$1,180,000	\$ 236,325	\$34,125	\$1,450,450	

Original 12-16	General Fund	Original 11-19	General Fund
Total 4,555,000	1,230,000	Total 9,445,000	1,200,000
Fire (Platform Truck)		Fire(Truck)	
Refunding of 2008			
Municipal Court, Remodle PD,AC			
2016 GF Debt		\$180,000	
2016 ST Debt		\$405,000	
2018 ST COMB		\$7,425,000	
2019 GF DEBT		\$1,000,000	
TOTAL		\$9,010,000	

**STREET FUND DEBT SERVICE PAYMENTS BY SERIES
ANNUAL BUDGET - FISCAL YEAR 2021/2022**

Fiscal Year	& Rev		2018 Comb Tax & Rev		Annual Totals			
	Principal	Interest	Principal	Interest	Principal	Interest	Admin Exp.	Total
FYE 2021	\$70,000	\$13,800	\$480,000	\$251,937	\$550,000	\$265,737	\$2,125	\$817,862
FYE 2022	\$75,000	\$12,350	\$435,000	\$236,037	\$510,000	\$248,387	\$2,125	\$760,512
FYE 2023	\$80,000	\$10,400	\$450,000	\$218,337	\$530,000	\$228,737	\$2,125	\$760,862
FYE 2024	\$80,000	\$8,000	\$470,000	\$199,938	\$550,000	\$207,938	\$2,125	\$760,063
FYE 2025	\$50,000	\$5,800	\$435,000	\$184,013	\$485,000	\$189,813	\$2,125	\$676,938
FYE 2026	\$55,000	\$3,700	\$435,000	\$170,963	\$490,000	\$174,663	\$2,125	\$666,788
FYE 2027	\$30,000	\$2,000	\$435,000	\$157,913	\$465,000	\$159,913	\$2,125	\$627,038
FYE 2028	\$35,000	\$700	\$435,000	\$144,862	\$470,000	\$145,562	\$2,125	\$617,687
FYE 2029			\$435,000	\$131,813	\$435,000	\$131,813	\$2,125	\$568,938
FYE2030			\$435,000	\$118,763	\$435,000	\$118,763	\$2,125	\$555,888
FYE2031			\$435,000	\$105,713	\$435,000	\$105,713	\$2,125	\$542,838
FYE2032			\$430,000	\$92,738	\$430,000	\$92,738	\$2,125	\$524,863
FYE2033			\$430,000	\$79,300	\$430,000	\$79,300	\$2,125	\$511,425
FYE2034			\$430,000	\$65,325	\$430,000	\$65,325	\$2,125	\$497,450
FYE 2035			\$435,000	\$51,269	\$435,000	\$51,269	\$2,125	\$488,394
FYE 2036			\$435,000	\$36,805	\$435,000	\$36,805	\$2,125	\$473,930
FYE 2037			\$435,000	\$22,015	\$435,000	\$22,015	\$2,125	\$459,140
FYE 2038			\$430,000	\$7,310	\$430,000	\$7,310	\$2,125	\$439,435
TOTAL	\$405,000	\$42,950	\$7,425,000	\$2,023,113	\$7,830,000	\$2,066,063	\$36,125	\$9,932,188

Original 12-16 **Street**
 Total 4,555,000 1,750,000
 New High School Road, Stadium
 Drive & Campus Drive

Original 2-18 **Street**
 Total 9,640,000 8,740,000
 Street Improvement (Various)

**UTILITY (WATER) FUND DEBT SERVICE PAYMENTS BY SERIES
ANNUAL BUDGET - FISCAL YEAR 2021/2022**

Fiscal Year	2016 Refunding Tax & R 200-523		2019 Comb		2013 Refunding		2013 C.O.		Annual Total			
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Admin Exp.	Total
FYE 2021	\$195,000	\$46,100	\$205,000	\$203,113	\$306,227	\$13,322	\$275,000	46,911	\$981,227	\$309,446	\$8,100	\$1,298,774
FYE 2022	\$325,000	\$40,900	\$215,000	\$194,713	\$240,403	\$7,963	\$225,000	41,211	\$1,005,403	\$284,787	\$8,100	\$1,298,290
FYE 2023	\$390,000	\$31,800	\$40,000	\$189,613	\$214,645	\$3,756	\$200,000	36,366	\$844,645	\$261,535	\$8,100	\$1,114,281
FYE 2024	\$245,000	\$22,275	\$275,000	\$185,753			\$315,000	30,495	\$835,000	\$238,523	\$8,100	\$1,081,623
FYE 2025	\$235,000	\$13,900	\$315,000	\$179,603			\$310,000	23,370	\$860,000	\$216,873	\$8,100	\$1,084,973
FYE 2026	\$230,000	\$4,600	\$175,000	\$175,084			\$305,000	16,359	\$710,000	\$196,043	\$8,100	\$914,143
FYE 2027			\$445,000	\$164,756			\$285,000	9,633	\$730,000	\$174,389	\$8,100	\$912,489
FYE 2028			\$475,000	\$146,356			\$280,000	3,192	\$755,000	\$149,548	\$8,100	\$912,648
FYE 2029			\$570,000	\$128,681					\$570,000	\$128,681	\$8,100	\$706,781
FYE 2030			\$575,000	\$111,881					\$575,000	\$111,881	\$8,100	\$694,981
FYE 2031			\$580,000	\$97,831					\$580,000	\$97,831	\$8,100	\$685,931
FYE 2032			\$480,000	\$87,981					\$480,000	\$87,981	\$8,100	\$576,081
FYE 2033			\$480,000	\$79,131					\$480,000	\$79,131	\$8,100	\$567,231
FYE 2034			\$490,000	\$69,475					\$490,000	\$69,475	\$8,100	\$567,575
FYE 2035			\$500,000	\$58,619					\$500,000	\$58,619	\$8,100	\$566,719
FYE 2036			\$545,000	\$46,863					\$545,000	\$46,863	\$8,100	\$599,963
FYE 2037			\$555,000	\$34,140					\$555,000	\$34,140	\$8,100	\$597,240
FYE 2038			\$570,000	\$20,781					\$570,000	\$20,781	\$8,100	\$598,881
FYE 2039			\$590,000	\$7,006					\$590,000	\$7,006	\$8,100	\$605,106
TOTAL	\$1,620,000	\$159,575	\$8,080,000	\$2,181,380	\$761,275	\$25,042	\$2,195,000	207,537	\$12,656,275	\$2,573,533	\$153,900	\$15,383,709

Water Fund Debt Service is split between two line items			
03-565-705	Transfer to Debt Service		\$649,145
03-570-705	Transfer to Debt Service		\$649,145
	Total		\$1,298,290

2015 C.O. - this debt issue is included as part of the Impact Fee Special Fund.

Original 12-16	Water Fund	Original 11-19	Water Fund	Original 6-13	Water Fund	Original 6-13	Water Fund	
Total 4,555,000	2,260,000	Total 9,445,000	8,245,000	Total 5,265,000	3,013,619	Total 3,500,000	3,500,000	
Refunded Series, 2005,2007,2008		AMI Meters, Freedom Park		Refunded Series 2001,2002,2003		Northside Water Tower Maintenance		740,000
		Water Well, Sewer Plant, South				CR 220 Utility Replacement		50,000
		Side Water Tower				Utility System Mapping & Master Plan		300,000
						WWTP Generator (local match)		100,000
						County Grant local match - 2 Generators		200,000
						Water Well - Freedom Park (local match)		190,000
						Campus Drive Force Main		565,000
						Pearl Snaps Water Line		62,750

**IMPACT FEE DEBT SERVICE PAYMENTS (Fund 124 & 125)
ANNUAL BUDGET - FISCAL YEAR 2021/2022**

Fiscal Year	2015 Com & Tax				Annual Total			
	Principal	Interest	Principal	Interest	Principal	Interest	Admin	Total
FYE 2021	\$ 190,000	\$ 113,063			\$190,000	\$113,063	\$2,000	\$305,063
FYE 2022	\$ 195,000	\$ 107,288			\$195,000	\$107,288	\$2,000	\$304,288
FYE 2023	\$ 200,000	\$ 101,363			\$200,000	\$101,363	\$2,000	\$303,363
FYE 2024	\$ 210,000	\$ 94,163			\$210,000	\$94,163	\$2,000	\$306,163
FYE 2025	\$ 215,000	\$ 85,663			\$215,000	\$85,663	\$2,000	\$302,663
FYE 2026	\$ 225,000	\$ 77,988			\$225,000	\$77,988	\$2,000	\$304,988
FYE 2027	\$ 230,000	\$ 71,163			\$230,000	\$71,163	\$2,000	\$303,163
FYE 2028	\$ 235,000	\$ 64,188			\$235,000	\$64,188	\$2,000	\$301,188
FYE 2029	\$ 245,000	\$ 56,988			\$245,000	\$56,988	\$2,000	\$303,988
FYE 2030	\$ 250,000	\$ 49,563			\$250,000	\$49,563	\$2,000	\$301,563
FYE 2031	\$ 260,000	\$ 41,913			\$260,000	\$41,913	\$2,000	\$303,913
FYE 2032	\$ 270,000	\$ 33,625			\$270,000	\$33,625	\$2,000	\$305,625
FYE 2033	\$ 275,000	\$ 24,769			\$275,000	\$24,769	\$2,000	\$301,769
FYE 2034	\$ 285,000	\$ 15,313			\$285,000	\$15,313	\$2,000	\$302,313
FYE 2035	\$ 295,000	\$ 5,162			\$295,000	\$5,162	\$2,000	\$302,162
TOTALS	\$3,390,000	\$ 829,143			\$3,390,000	\$829,143	\$28,000	\$4,247,143

Fund 124 - 288/523 Impact Fee Capital Fund
Fund 125 - 220 Impact Fee Capital Fund

- 55% of Debt Issue Pmt
- 45% of Debt Issue Pmt

Original 8-2015 **Wt. Impact Fees**
Total 4,445,000 4,445,000

**ABLC DEBT SERVICE PAYMENTS BY SERIES
ANNUAL BUDGET - FISCAL YEAR 2021/2022**

Fiscal Year	2016 Refunding Tax & Rev. Cert		2018 Debt		2013 Refunding		2020 Comb tax		Annual Total			
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Admin Exp.	Total
FYE 2021	\$ 110,000	\$ 19,950	\$ 45,000	\$ 25,173	\$ 228,773	\$ 9,953	\$ 130,000	\$ 54,005	\$ 513,773	\$ 109,080	\$ 2,625	\$ 625,478
FYE 2022	\$ 65,000	\$ 18,200	\$ 45,000	\$ 23,598	\$ 179,597	\$ 5,949	\$ 150,000	\$ 67,100	\$ 439,597	\$ 114,847	\$ 2,625	\$ 557,069
FYE 2023	\$ 70,000	\$ 16,500	\$ 50,000	\$ 21,698	\$ 160,355	\$ 2,806	\$ 150,000	\$ 62,600	\$ 430,355	\$ 103,604	\$ 2,625	\$ 536,583
FYE 2024	\$ 135,000	\$ 13,425	\$ 50,000	\$ 19,698			\$ 150,000	\$ 58,100	\$ 335,000	\$ 91,223	\$ 2,625	\$ 428,848
FYE 2025	\$ 145,000	\$ 8,500	\$ 50,000	\$ 17,948			\$ 150,000	\$ 53,600	\$ 345,000	\$ 80,048	\$ 2,625	\$ 427,673
FYE 2026	\$ 140,000	\$ 2,800	\$ 50,000	\$ 16,448			\$ 150,000	\$ 49,100	\$ 340,000	\$ 68,348	\$ 2,625	\$ 410,973
FYE 2027			\$ 50,000	\$ 14,948			\$ 150,000	\$ 44,600	\$ 200,000	\$ 59,548	\$ 2,625	\$ 262,173
FYE 2028			\$ 45,000	\$ 13,523			\$ 150,000	\$ 40,100	\$ 195,000	\$ 53,623	\$ 2,625	\$ 251,248
FYE 2029			\$ 45,000	\$ 12,173			\$ 150,000	\$ 35,600	\$ 195,000	\$ 47,773	\$ 2,625	\$ 245,398
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TOTAL	\$ 555,000	\$ 59,425	\$ 745,000	\$ 187,269	\$ 339,952	\$ 8,755	\$ 2,795,000	\$ 586,975	\$ 4,434,952	\$ 842,424	\$ 44,250	\$ 5,321,626

Original 2-16 **ABLC**
 Total 4,555,000 1,615,000
 Refund Series 2005,2007,2008
 Construction of Freedom Park (2007)

Original 2-18 **ABLC**
 Total 9,640,000 900,000
 HVAC System, Lake Side Park Match
 400,000 500,000

Original **ABLC**
 Total 5,265,000 2,251,381
 Refunding of 2001,2002,2003
 Construction of Rec Center(2003)

Original 11-20 **ABLC**
 Total 2,925,000 2,925,000
 Funding Lake Side Park

CITY OF ANGLETON											
FISCAL BUDGET YEAR											
OCT. 1, 2021 TO SEPT. 30, 2022											
2018 BOND FUND											
	121										
REVENUE											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
BOND PROCEEDS /STREET	\$0	\$7,676,013		\$0	\$2,193,955	\$5,405,989	0%	0%	BOND / STREET TRANSFER	(\$2,270,025)	\$3,212,034
MISCELLANEOUS	\$63,077	\$70,000	11%	\$0	\$15,000	\$10,000	-86%	-33%	INTEREST	(\$60,000)	(\$5,000)
TOTAL REVENUE	\$63,077	\$7,746,013		\$0	\$2,208,955	\$5,415,989				(\$2,330,025)	\$3,207,034
EXPENDITURES											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
TOTAL SERVICES	\$0	\$0		\$0	\$0	\$0				\$0	\$0
MISCELLANEOUS	\$2,213,704	\$7,746,013		\$203,702	\$2,208,955	\$5,415,989	-30%	145%		(\$2,330,025)	\$3,207,034
OTHER	\$0	\$0		\$0	\$0	\$0				\$0	\$0
TOTAL DEPARTMENT	\$2,213,704	\$7,746,013		\$203,702	\$2,208,955	\$5,415,989				(\$2,330,025)	\$3,207,034
REVENUE OVER/(UNDER)											
EXPENDITURES	(\$2,150,627)	\$0		(\$203,702)	\$0	\$0					

CITY OF ANGLETON											
FISCAL BUDGET YEAR											
OCT. 1, 2021 TO SEPT. 30, 2022											
INFRASTRUCTURE FUND											
	128										
REVENUE											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
UTILITIES INCOME	\$314,465	\$324,700		\$212,314	\$318,471	\$325,000		2%		\$300	\$6,529
TRANSFERS	\$0	\$250,064		\$0	\$0	\$239,549				(\$10,515)	\$239,549
TOTAL REVENUE	\$314,465	\$574,764		\$212,314	\$318,471	\$564,549				(\$10,215)	\$246,078
EXPENDITURES											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
TOTAL SERVICES	\$0	\$0		\$0	\$0	\$0				\$0	\$0
MISCELLANEOUS	\$0	\$269,701		\$10,140	\$10,140	\$259,561	-4%			(\$10,140)	\$249,421
OTHER	\$245,731	\$305,063		\$247,956	\$305,063	\$304,988				(\$75)	(\$75)
										\$0	\$0
TOTAL DEPARTMENT	\$245,731	\$574,764		\$258,096	\$315,203	\$564,549				(\$10,215)	\$249,346
REVENUE OVER/(UNDER) EXPENDITURES	\$68,734	\$0		(\$45,783)	\$3,268	\$0					

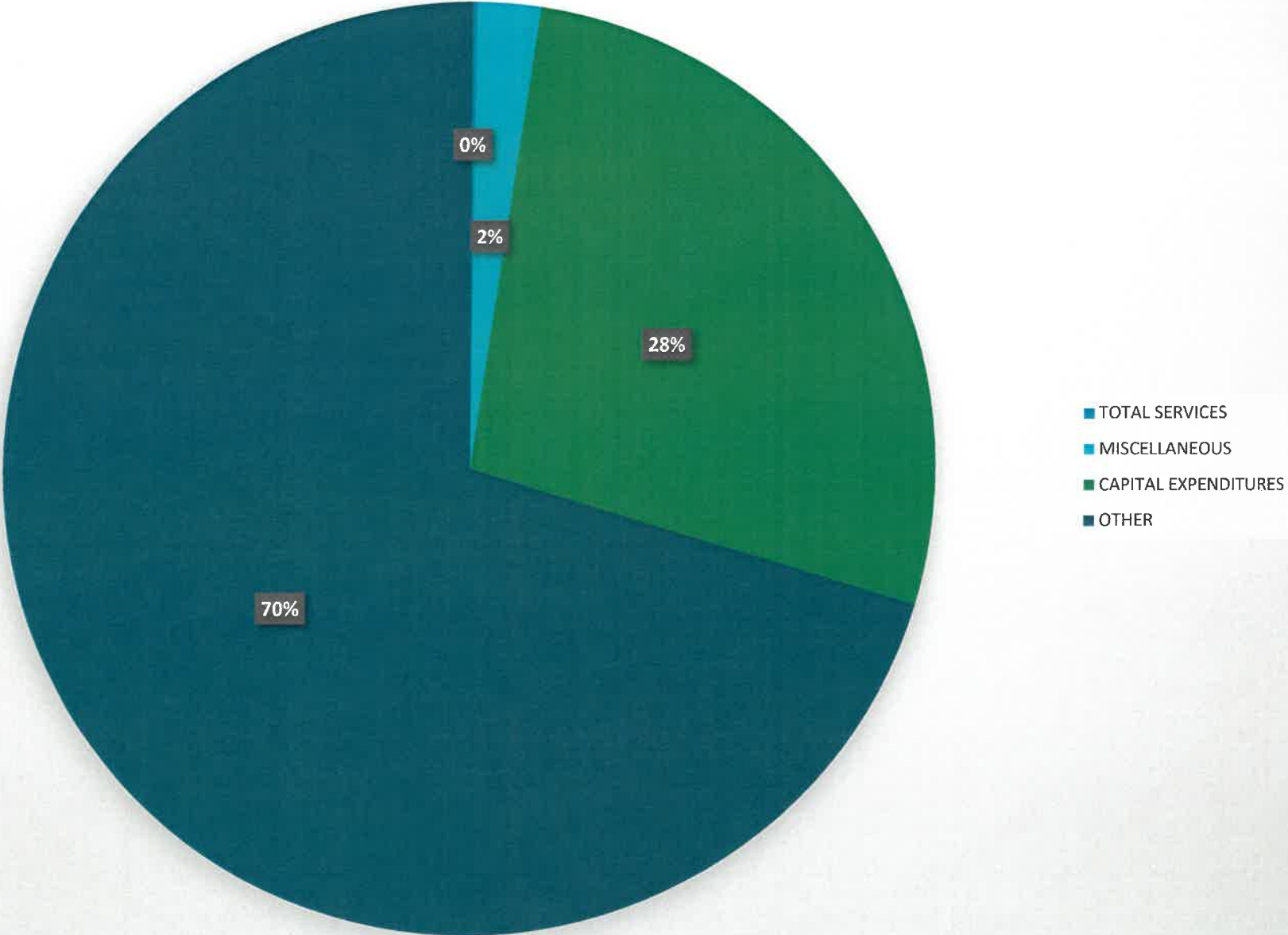
CITY OF ANGLETON											
FISCAL BUDGET YEAR											
OCT. 1, 2021 TO SEPT. 30, 2022											
2019 BOND FUND 129											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
REVENUE											
BOND PROCEEDS	\$9,660,000	\$0		\$0	\$0	\$0				\$0	\$0
FUND BALANCE	\$0	\$8,028,252		\$3,068,998	\$4,529,581	\$1,533,379				(\$6,494,873)	(\$2,996,201)
MISCELLANEOUS	\$67,798	\$0		\$2,475	\$4,950	\$2,500			INTEREST	\$2,500	(\$2,450)
TOTAL REVENUE	\$9,727,798	\$8,028,252		\$3,071,473	\$4,534,531	\$1,535,879				(\$6,492,373)	(\$2,998,651)
EXPENDITURES											
TOTAL SERVICES	\$34,342	\$0		\$0	\$0	\$0				\$0	\$0
MISCELLANEOUS	\$2,200,086	\$7,816,448		\$3,123,365	\$4,440,840	\$1,417,765				(\$6,398,683)	(\$3,023,075)
OTHER	\$35,899	\$211,804		\$93,690	\$93,690	\$118,114				(\$93,690)	\$24,424
										\$0	\$0
TOTAL DEPARTMENT	\$2,270,327	\$8,028,252		\$3,217,055	\$4,534,530	\$1,535,880				(\$6,492,372)	(\$2,998,651)
REVENUE OVER/(UNDER) EXPENDITURES	\$7,457,471	\$0		(\$145,583)	\$0	(\$0)					

CITY OF ANGLETON											
FISCAL BUDGET YEAR											
OCT. 1, 2021 TO SEPT. 30, 2022											
2020 BOND LAKESIDE PARK 130											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
REVENUE											
BOND PROCEEDS	\$0	\$3,002,556		\$3,004,620	\$0	\$0				(\$3,002,556)	\$0
FUND BALANCE	\$0	\$0		\$0	\$0	\$3,150,000			BOND PLUS TWPD GRANT	\$3,150,000	\$3,150,000
MISCELLANEOUS	\$0	\$1,500		\$841	\$841	\$0			INTEREST	(\$1,500)	(\$841)
TOTAL REVENUE	\$0	\$3,004,056		\$3,005,461	\$841	\$3,150,000				\$145,944	\$3,149,159
EXPENDITURES											
TOTAL SERVICES	\$0	\$0		\$0	\$0	\$0				\$0	\$0
MISCELLANEOUS	\$0	\$3,004,056		\$0	\$0	\$3,150,000				\$145,944	\$3,150,000
OTHER	\$0	\$0		\$0	\$0	\$0				\$0	\$0
TOTAL DEPARTMENT	\$0	\$3,004,056		\$0	\$0	\$3,150,000				\$145,944	\$3,150,000
REVENUE OVER/(UNDER)											
EXPENDITURES	\$0	\$0		\$3,005,461	\$841	\$0					

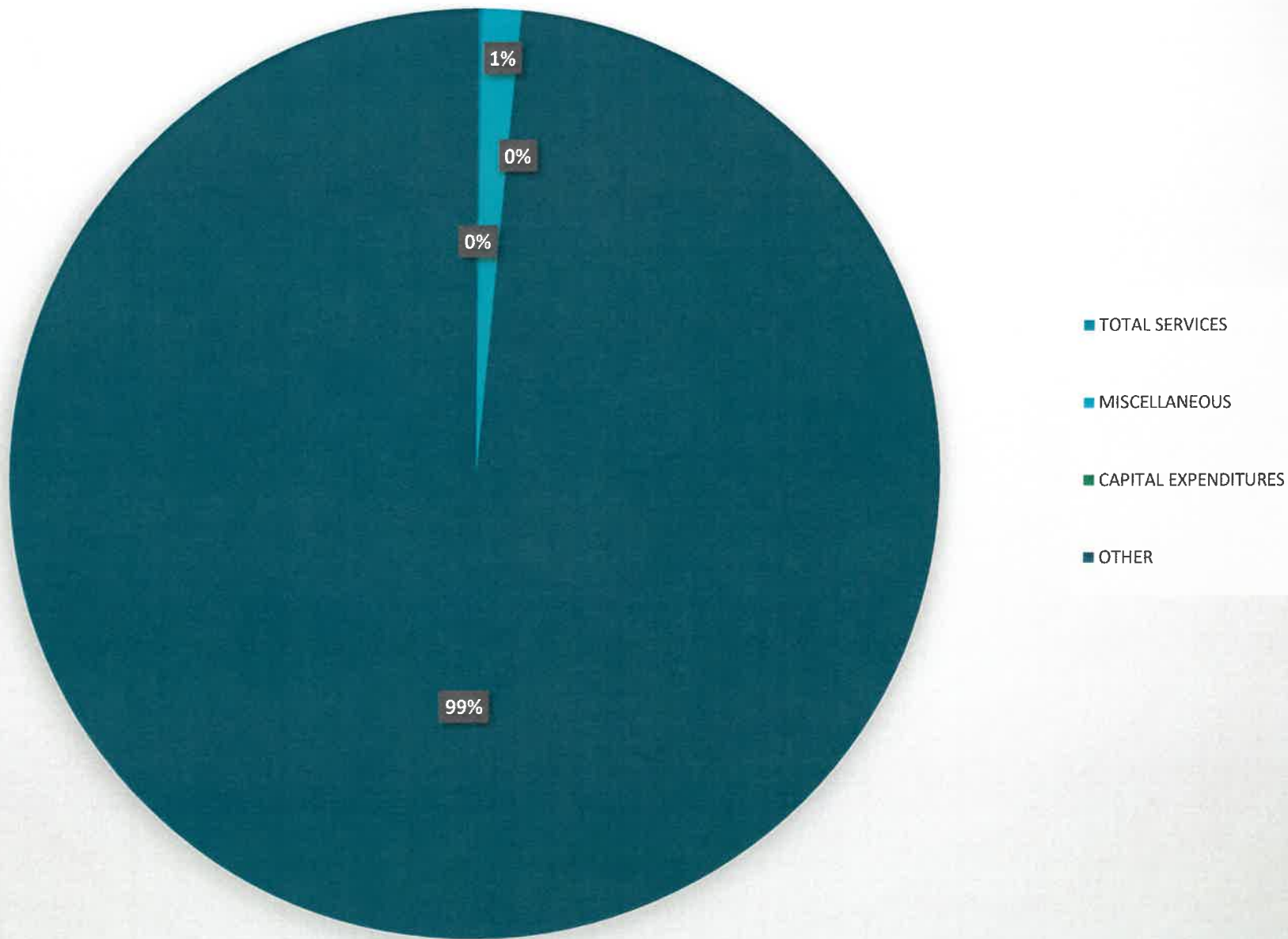
CITY OF ANGLETON											
FISCAL BUDGET YEAR											
OCT. 1, 2021 TO SEPT. 30, 2022											
2019 BOND FUND - FIRE TRUCK 131											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
REVENUE											
BOND PROCEEDS	\$1,250,297	\$0		\$0	\$0	\$0				\$0	\$0
FUND BALANCE	\$0	\$973,163		\$0	\$820,913	\$152,250				(\$820,913)	(\$668,663)
MISCELLANEOUS	\$0	\$0		\$0	\$0	\$0				\$0	\$0
TOTAL REVENUE	\$1,250,297	\$973,163		\$0	\$820,913	\$152,250				(\$820,913)	(\$668,663)
EXPENDITURES											
MISCELLANEOUS	\$0	\$973,163		\$820,913	\$820,913	\$152,250				(\$820,913)	(\$668,663)
OTHER	\$0	\$0		\$0	\$0	\$0				\$0	\$0
TOTAL DEPARTMENT	\$0	\$973,163		\$820,913	\$820,913	\$152,250				(\$820,913)	(\$668,663)
REVENUE OVER/(UNDER) EXPENDITURES	\$1,250,297	\$0		(\$820,913)	(\$0)	\$0					

CITY OF ANGLETON											
FISCAL BUDGET YEAR											
OCT. 1, 2021 TO SEPT. 30, 2022											
ANGLETON BETTER LIVING CORPOR 40											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	
REVENUE											
MISCELLANEOUS	\$1,684,240	\$1,746,321	4%	\$547,636	\$1,768,816	\$1,857,206	6%	5%	SALES TAX		\$110,885
TRANSFERS	\$0	\$150,000		\$75,000	\$150,000	\$400,000			FUND BALANCE		\$250,000
TOTAL REVENUE	\$1,684,240	\$1,896,321	13%	\$622,636	\$1,918,816	\$2,257,206					\$360,885
	% CHANGE	13%			1%	18%					
ABLC EXPENDITURES											
TOTAL SERVICES	\$3,165	\$4,000	26%	\$234	\$2,500	\$3,650	-9%	46%			(\$350)
MISCELLANEOUS	\$10,288	\$54,107	426%	\$0	\$25,000	\$50,000	-8%	100%			(\$4,107)
CAPITAL EXPENDITURES	\$277,277	\$0		\$0	\$0	\$617,741			FREEDOM PARK MASTER PLAN DESIGN / OTHER PARK PROJECTS		\$617,741
OTHER	\$1,713,039	\$1,838,214	7%	\$909,991	\$1,830,942	\$1,585,815	-14%	-13%	REDUCE ABLC TRANSFER		(\$252,399)
TOTAL DEPARTMENT	\$2,003,769	\$1,896,321	-5%	\$910,225	\$1,858,442	\$2,257,206	19%	21%			\$360,885
	% CHANGE	-5%			-2%	21%					
REVENUE OVER/(UNDER) EXPENDITURES	(\$319,529)	\$0		(\$287,589)	\$60,374	\$0					

ABLC REQUESTED BUDGET EXPENDITURES

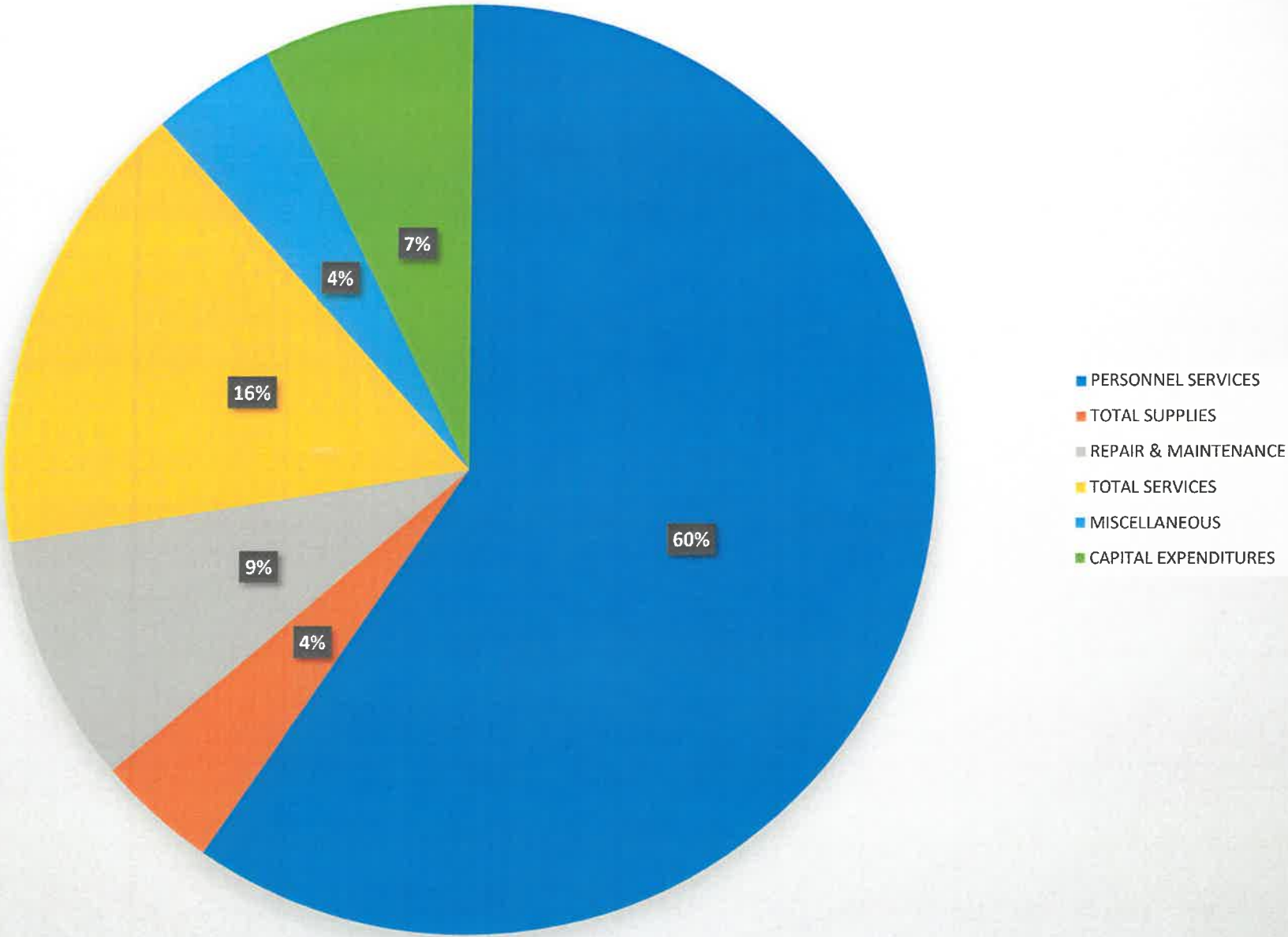


ABLC CURRENT YEAR EXPENDITURE PROJECTIONS



CITY OF ANGLETON											
FISCAL BUDGET YEAR											
OCT. 1, 2021 TO SEPT. 30, 2022											
ANGLETON RECREATION CENTER 60											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHANGE BUDGET	\$ CHANGE PROJ
REVENUE											
PARKS & RECREATION	\$1,083,366	\$1,081,059		\$468,203	\$1,063,686	\$1,260,460	17%	18%	RETURN TO AVERAGE	\$179,401	\$196,774
MISCELLANEOUS	\$50,383	\$83,370	65%	\$19,360	\$27,279	\$25,467	-69%	-7%		(\$57,903)	(\$1,812)
TRANSFERS	\$27,814	\$0		\$108,564	\$300,000	\$0			FUND BALANCE	\$0	(\$300,000)
TOTAL REVENUE	\$1,161,563	\$1,164,429	0%	\$596,126	\$1,390,965	\$1,285,927	10%	-8%		\$121,498	(\$105,038)
	% CHANGE	0%			19%	-8%					
REC EXPENDITURES											
PERSONNEL SERVICES	\$849,867	\$781,828	-8%	\$332,496	\$756,660	\$763,880	-2%	1%		(\$17,948)	\$7,220
TOTAL SUPPLIES	\$51,096	\$67,500	32%	\$19,480	\$47,896	\$53,712	-20%	12%		(\$13,788)	\$5,816
REPAIR & MAINTENANCE	\$102,667	\$92,200	-10%	\$19,994	\$64,702	\$111,387	21%	72%		\$19,187	\$46,685
TOTAL SERVICES	\$208,129	\$202,716	-3%	\$58,299	\$164,677	\$202,552	0%	23%		(\$164)	\$37,875
MISCELLANEOUS	\$69,370	\$74,450	7%	\$49,752	\$370,372	\$55,250	-26%	-85%	FUND BALANCE ITEMS	(\$19,200)	(\$315,122)
CAPITAL EXPENDITURES	\$52,295	\$0		\$0	\$0	\$94,589			REC CTR IMPROVMENTS	\$94,589	\$94,589
TOTAL DEPARTMENT	\$1,333,424	\$1,218,694	-9%	\$480,022	\$1,404,307	\$1,281,370	5%	-9%		\$62,676	(\$122,937)
	% CHANGE	-9%			15%	-9%					
REVENUE OVER/(UNDER) EXPENDITURES	(\$171,861)	(\$54,265)		\$116,103	(\$13,342)	\$4,557					

RECREATION CENTER REQUESTED BUDGET EXPENDITURES



**ABLC DEBT SERVICE PAYMENTS BY SERIES
ANNUAL BUDGET - FISCAL YEAR 2021/2022**

Fiscal Year	2016 Refunding Tax & Rev. Cert		2018 Debt		2013 Refunding		2020 Comb tax		Annual Total			
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Admin Exp.	Total
FYE 2021	\$ 110,000	\$ 19,950	\$ 45,000	\$ 25,173	\$ 228,773	\$ 9,953	\$ 130,000	\$ 54,005	\$ 513,773	\$ 109,080	\$ 2,625	\$ 625,478
FYE 2022	\$ 65,000	\$ 18,200	\$ 45,000	\$ 23,598	\$ 179,597	\$ 5,949	\$ 150,000	\$ 67,100	\$ 439,597	\$ 114,847	\$ 2,625	\$ 557,069
FYE 2023	\$ 70,000	\$ 16,500	\$ 50,000	\$ 21,698	\$ 160,355	\$ 2,806	\$ 150,000	\$ 62,600	\$ 430,355	\$ 103,604	\$ 2,625	\$ 536,583
FYE 2024	\$ 135,000	\$ 13,425	\$ 50,000	\$ 19,698			\$ 150,000	\$ 58,100	\$ 335,000	\$ 91,223	\$ 2,625	\$ 428,848
FYE 2025	\$ 145,000	\$ 8,500	\$ 50,000	\$ 17,948			\$ 150,000	\$ 53,600	\$ 345,000	\$ 80,048	\$ 2,625	\$ 427,673
FYE 2026	\$ 140,000	\$ 2,800	\$ 50,000	\$ 16,448			\$ 150,000	\$ 49,100	\$ 340,000	\$ 68,348	\$ 2,625	\$ 410,973
FYE 2027			\$ 50,000	\$ 14,948			\$ 150,000	\$ 44,600	\$ 200,000	\$ 59,548	\$ 2,625	\$ 262,173
FYE 2028			\$ 45,000	\$ 13,523			\$ 150,000	\$ 40,100	\$ 195,000	\$ 53,623	\$ 2,625	\$ 251,248
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FYE 2035			\$ 45,000	\$ 3,791			\$ 145,000	\$ 15,950	\$ 190,000	\$ 19,741	\$ 2,625	\$ 212,366
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400,000 500,000

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Construction of Rec Center(2003)

Original 11-20 ABLC
Total 2,925,000 2,925,000
Funding Lake Side Park



AGENDA ITEM SUMMARY FORM

MEETING DATE: 07/13/2021

PREPARED BY: Chris Hill, Finance Director

AGENDA CONTENT: Discuss and Approve Proposed Ad Valorem Tax Rate and Schedule a Public Hearing.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Discuss the Proposed Property Tax Rate and take Roll Call Record Vote on Proposed Tax Rate.

Schedule a Public Hearing as necessary by date, time, and location.

RECOMMENDATION:

Staff recommends council approve the Proposed Property Tax Rate by Roll Call Record Vote and announce schedule of any necessary public hearings by date, time, and location.