



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, MAY 23, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

1. Ceremonial Presentation of outgoing Mayor, Jason Perez.
2. Presentation of National Public Works Week Proclamation.
3. Ceremonial Presentation of May 2023 Keep Angleton Beautiful Yard of the Month and Business of the Month.

CONSENT AGENDA

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

4. Discussion and possible action on a variance to waive fees for the Angleton Girls Softball Association (AGSA) Mass Gatherings permit for the 2023 USA Softball 8U State Tournament and authorization to close Bates Park to the public.

5. Discussion and possible action to award RFP 2023-01 Wimberly Street Water Line Replacement to Branch Construction Group, LLC.
6. Discussion and possible action on a request submitted by Ellen Eby on behalf of Peach Street Farmers Market to obtain permission to close the 200 block of East Peach St. on the evenings of June 9th and June 10th, 2023, from 5-10:30 PM for the Annual Singer Songwriters Festival.

PUBLIC HEARINGS AND ACTION ITEMS

7. Conduct a public hearing, discussion, and possible action on Ordinance No. 20230523-007 rezoning 13.002 acres from the (SF-6.3) Single Family Zoning District to the Planned District (PD), SFA, Single Family Attached base zoning district for property located at 710 W. Mulberry St., west of N. Walker St.

REGULAR AGENDA

8. Discussion and possible action on a contract with Central Square for the purchase of a records management system for the Police Department.
9. Presentations by candidates who completed an application to fill the unexpired term of Council Member, Position 3.

EXECUTIVE SESSION

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

10. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Council Member, Position 3)

OPEN SESSION

The City Council will now adjourn Executive Session, reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with attorney; Section 551.072 - deliberation regarding real property; Section 551.073 - deliberation regarding prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding economic development negotiations; Section 551.089 - deliberation regarding security devices or

security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Thursday, May 18, 2023, by 6:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

/S/ Michelle Perez
Michelle Perez, TRMC
City Secretary

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

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

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of The City of Angleton, TX; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in The City of Angleton, TX to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, be it resolved, the City of Angleton, does hereby designate the week May 21-27, 2023 as National Public Works Week and urges all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

“National Public Works Week”

PROCLAIMED this 23rd day of May, 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/25/2023

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

AGENDA CONTENT: Ceremonial Presentation of May 2023 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 Duke and Renee Blessing at 605 Cotharn Street and Business of the Month to The Dirty South at 116 N. Velasco Street.

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: 5/23/2023

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on a variance to waive fees for the Angleton Girls Softball Association (AGSA) Mass Gatherings permit for the 2023 USA Softball 8U State Tournament and authorization to close Bates Park to the public.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: NA

FUNDS REQUESTED: TBD

FUND: TBD

EXECUTIVE SUMMARY:

AGSA would like your consideration to host the 2022 USA Softball - Texas 8U State Tournament at Bates Park on June 9-11, 2023. AGSA is requesting Bates Park be closed to the public so gates fees can be collected. This event has two goals, to bring visitors into the community and to raise money for AGSA. Below are some of the activities we would have at this event.

- **Tournament Play**
- **Vendors/Team Booths (10' x 10' vendor spaces)**
- **Concessions**

Additionally, AGSA was awarded HOT funds to assist with grass and dirt to fill in low areas around the ditch, three (3) line chalkers, diamond pro-field conditioner, two picnic tables, tuft for batting cages, cases of water, portable toilets, and lunch for coaches meeting.

AGSA may request the City's assistance to help coordinate a room for a coach's meeting, additional trash cans, and information regarding local restaurants and associated discounts.

RECOMMENDATION:

Staff recommends City Council approve a variance to waive fees for the Angleton Girls Softball Association (AGSA) Mass Gatherings permit for the 2023 USA Softball 8U State Tournament and authorization to close Bates Park to the public.

SUGGESTED MOTION:

I move we approve a variance to waive fees for the Angleton Girls Softball Association (AGSA) Mass Gatherings permit for the 2023 USA Softball 8U State Tournament and authorization to close Bates Park to the public.

**CITY OF
ANGLETON**
Mass Gathering
Application

Event Name: AGSA Hosting
USA 8U State Tournament

Mass Gathering Permit Application

To be filed at least 45 days before the mass gathering date.

***** Form must be complete in its entirety. Incomplete forms will be rejected.**

PROMOTER

Promoters Name: _____

Company: AGSA/District 27

Primary Phone: (____) _____ - _____

Secondary Phone: (____) _____ - _____

Address: _____

Email Address: _____

Name of the Event: USA 8U State Tournament

SUBMIT FINANCIAL STATEMENT THAT REFLECTS THE FUNDS BEING SUPPLIED TO FINANCE THE MASS GATHERING AND EACH PERSON SUPPLYING THE FUNDS.

PROPERTY

Property Owner Name: City of Angleton Phone: _____

Address: 700 Bates Park Rd.

Email Address: _____

The 911 address of the property on which the event will be held: _____

SUBMIT CERTIFIED COPY OF THE AGREEMENT BETWEEN PROMOTER AND PROPERTY OWNER.

Description of location (consider attaching a diagram and/or area map):

Bates Park softball fields

Address of mass gathering: _____

Dates of proposed gathering: June 9-11 2023

EVENT INFORMATION

Event time from: 5:00 am/pm on 6/9/23 until 6:00 am/pm on 6/11/23

Expected number of attendees: _____

Maximum # of persons the promoter will allow to attend: _____

Will alcohol be served at the event? _____ Yes _____ No

Will minors be attending the event? Yes _____ No

If minors will be attending the event, provide a description of the promoter's preparations for supervising minors who may attend the event.

minors will attend with parents

it is a family event.

Performers:

Name and address of each performer who has agreed to appear at the mass gathering:

none

Name and address of each performer's agent:

none

SUBMIT A DESCRIPTION OF THE TERMS OF THE AGREEMENT BETWEEN THE PROMOTER AND THE PERFORMER

HEALTH AND SANITATION COMPLIANCE:

Following the minimum standards of the Texas Administrative Code, Title 25, Section 265.3 (water supply, toilet facilities, vector control, solid waste facilities, noise control, food sanitation, medical and nursing care and final site clean-up)

Describe the water supply, meeting minimum standards noted above:

City water supply

Describe the Toilet facilities, meeting minimum standards noted above:

Parks bathrooms and we will rent have extra porta cans.

Describe Vector Control, meeting minimum standards noted above:

Vector control is provided by city

Describe the steps taken to ensure minimum health/sanitation standards will be maintained during the gathering, including the names of the solid waste haulers and liquid waste haulers, with their phone numbers and specify the frequency that the solid and liquid waste will be picked up:

Extra hand washing station will be provided.

Describe Noise Control, meeting minimum standards noted above, ensuring that noise levels from the event do not exceed 70 decibels measured at the perimeter of the mass gathering site:

none

noise control will not exceed 70 decibels

Food and Beverage Services:

The promoter must attach a list of all permitted mobile food vendors and temporary food service vendors, including vendors providing bar services.

The promoter shall ensure all temporary food service permit applications are submitted to the City Health Authority at least ten (10) days before the event. All food vendors must hold a City Food Vendor Permit.

Food and Beverage Safety Requirements – All vendors will be subject to fire and health inspections and must meet the minimum standards noted above.

Describe the steps taken to ensure the physical health/safety of the persons attending:

Food vendor will be approved by the city

Describe the preparations taken to provide adequate medical/nursing care to include the total number of Emergency Medical Personnel and their qualifications, including a copy of a contract between the promoter and ambulance service indicating the number of ambulances, emergency first aid stations and emergency personnel to be on site at the mass gathering and a written plan for evacuation of sick or injured persons to be approved by the City Health Authority, meeting the minimum standard for medical and nursing care noted above:

first aid kit will be on hand
If a medical emergency occurs
we will contact Angleton PP.

Final Site Clean Up Plan

The promoter must include a site clean-up plan for returning the site to its pre-event condition, meeting the minimum standards for final site clean up noted above.

SECURITY AND PUBLIC SAFETY COMPLIANCE:

Following the minimum standards of the Texas Administrative Code, Title 37, Chapter 1, Subchapter L, Section 1.161-1.169,

Describe the method promoter will use to ensure maximum number of attendees is not exceeded:

We will have one way into Park and out. This will help to control the number attendees.

Describe the preparations you will take to provide traffic control and physical security, including a copy of a contract or agreement between the promoter and the City of Angleton Police Department and/or Brazoria County Sheriff's Department listing the exact number of off-duty police officer and deputies to be on site at the mass gathering, submitting a security plan and how security will be handled for the event:

AGSA will notify Angleton PD of event.

We will have AGSA personnel at gates to help control traffic in and out.

Describe the steps you will take to ensure that the mass gathering will be conducted in an orderly manner:

AGSA 3 USA District official will be monitoring event at all times.

SUBMIT PLAN TO ADDRESS HAZARDOUS CONDITIONS, INCLUDING, BUT NOT LIMITED TO EVACUATION, CANCELLATION OR DELAY OF THE MASS GATHERING.

Identify the locations on the grounds where promoter or representative will be available at all times during the event:

Bates Park Concession Stand

If applicable, provide a copy of contract with licensed company or individual providing fireworks or pyrotechnic display. Must be permitted and approved by Fire Marshal.

COMPREHENSIVE SCALED SITE PLAN MUST BE SUBMITTED SHOWING THE COMPLETE LAYOUT OF THE PROPERTY, INCLUDING THE FOLLOWING:

INFORMATION THAT MUST BE SHOWN ON THE SITE PLAN

1. Tents, identified with description of use and size;
2. Generators (marked with "G");
3. Access points, including ingress and egress from each area, tent, lounge, etc.;
4. Location of emergency medical services personnel;
5. Location of each emergency aid station (marked with red+);
6. Location of promoter's headquarters;
7. All stage locations with description of use and size;
8. All food preparation and food service locations;
9. All water supply locations, marked with blue "W";
10. All hand-washing and drying facilities that will have running water;
11. All solid waste collection locations;
12. Location of each toilet, labeled "Men" or "Women" and a description of the type of toilet;
13. Location of any hazards on the property such as streams, ponds, steep or uneven terrain;
14. Location and number of officers providing traffic control;
15. Location and capacity of on-site parking, including location and capacity of parking for recreation vehicles;
16. Routes for ingress/egress for attendees;
17. Routes for emergency access ingress/egress;
18. Location and description for traffic control signage; and
19. Locations for lighting.

INDEMNIFICATION PROVISION

THE PROMOTER AGREES TO INDEMNIFY AND HOLD THE CITY OF ANGLETON, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND DAMAGES TO PERSONS OR PROPERTY ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THE MASS GATHERING.

Information True and Correct

The undersigned promoter affirms that all of the information provided or to be provided by the promoter is true and correct.

Promoter: USA District 27 & AGSA

By: AGSA Tano Guzman

Signature

Printed Name

Title: USA softball & State Tournament

Date: 4/4/23

WHEN APPLICATION IS COMPLETE, TURN APPLICATION AND ALL REQUIRED DOCUMENTS IN TO THE CITY MANAGER AT 121 S. VELASCO, ANGLETON, TEXAS.

FOR OFFICE USE ONLY:

Angleton Police Department:

Approved

or

Denied

By:

Name: Lupe Vazquez

Signature: [Signature]

Date: 5/15/23

Notes: _____

Angleton Health Authority:

Approved

or

Denied

By:

Name: Kyle Reynolds

Signature: [Handwritten Signature]

Date: 5/15/23

Notes: _____

Angleton Fire Marshal:

Approved

or

Denied

By:

Name: Roy Hernandez

Signature: [Handwritten Signature]

Date: 5/15/23

Notes: _____





AGENDA ITEM SUMMARY FORM

MEETING DATE: May 23rd, 2023
PREPARED BY: Hector Renteria
AGENDA CONTENT: Wimberly Street Water Line Replacement
AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$140,000.00 **FUNDS REQUESTED:** \$135,700.00

FUND: Water Fund

EXECUTIVE SUMMARY: Public Works staff coordinated an RFP for the replacement of the water line on Wimberly Street. There were three proposals submitted for this project. The low bidder being Branch Construction Group, LLC for a total of \$135,700.00 including the base bid and supplemental items. An evaluation was conducted on their bid tabulation and provided references.

RECOMMENDATION: Staff recommends council to award the Wimberly Street Water Line Replacement Project to Branch Construction Group, LLC. for a total not to exceed One Hundred Thirty-Five Thousand, Seven Hundred Dollars, and Zero Cents (\$135,700.00).



RFP OPENING

DATE: 4/20/2023

TIME: 2:00 P.M.

RFP TITLE: Wimberly Street Water Line Replacement

	<u>COMPANY/ADDRESS</u>	<u>RFP RECEIVED</u>	<u>RFP AMOUNT</u>	<u>RFP BOND</u>
1.	Matula & Matula Construction, Inc. 122 West Way, Suite 325 Lake Jackson, TX 77566	4/20/2023 12:31 P.M.	\$125,692.40	Yes
2.	Branch Construction Group LLC. 1621 FM 517 Dickinson, TX 77539	4/20/2023 1:42 P.M.	\$115,750.00	Yes
3.	HTI Construction, Inc. 515 Reinhard St. Rosenberg, TX 77471	4/20/2023 1:51 P.M.	\$148,450.00	Yes

CSO & Departmental Representatives:
Michelle Perez, City Secretary's Office

THIS RFP TABULATION RECEIVED BY THE CITY OF ANGLETON IS FOR INFORMATIONAL PURPOSES ONLY. STAFF WILL REVIEW AND ANALYZE THE BIDS FOR ACCURACY, CHECK REFERENCES AS APPROPRIATE, AND MAKE A RECOMMENDATION FOR COUNCIL DECISION.

ATTACHMENT 1 PROPOSAL FORM

PROPOSAL SUBMITTED TO:
City of Angleton
For
Wimberly Street Water Line Replacement

The Undersigned Bidder proposes to complete the work as described:

BASE BID: Bidder proposes to provide all labor and materials for installation of the new 8" potable water line.

Base Bid Breakdown:

Furnish and install 8-inch PVC C-900 DR18 CL 235 waterline, all fittings, valves, complete in place via open cut, and/or trenchless.	\$ 63,250.00
Wet Connections	\$ 10,000.00
Cut, plug, and abandon existing water line	\$ 2,500.00
Short side service connections	\$ 6,750.00
Long side service connections.....	\$ 6,750.00
Furnish and install fire hydrants, including 6" gate valve.....	\$ 15,000.00
Trench safety	\$ 500.00
Traffic Control.....	\$ 500.00
Restoration	\$ 5,000.00
Project Management, Bonds, Insurance, O&P.....	\$ 5,500.00

BASE BID TOTAL: \$ 115,750.00

Supplementals:

Hydro mulch area	\$ 2,500.00
Furnish and installation of TSV 8".....	\$ 7,500.00
8" bore at approximate 50'	\$ 4,950.00
Misc.	\$ 5,000.00

Branch Construction Group LLC.
Company Name

Lae Arden III CFO
Signed by (name & title)

4/20/23
Date

The undersigned acknowledges receipt of Addenda Nos. 1, 2, 3
dated 4-6, 4-8, 4-11, 2023.



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 23, 2023

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

AGENDA CONTENT: Discussion and possible action on a request submitted by Ellen Eby on behalf of Peach Street Farmers Market to obtain permission to close the 200 block of East Peach St. on the evenings of June 9th and June 10th, 2023, from 5-10:30 PM for the Annual Singer Songwriters Festival.

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Ellen Eby, PSFM Manager, on behalf of Peach Street Farmers Market has submitted two (2) requests of Council.

1. Request for permission to close the 200 block of East Peach St. on the evenings of June 9th and June 10th, 2023, from 5-10:30 PM for the Annual Singer Songwriters Festival (Night Jams).
2. Request for a waiver of the noise ordinance restriction for the two evenings of music on June 9th and June 10th, 2023, from 5-10:30 PM.

RECOMMENDATION:

The City Council should grant the requested two permissions for the Annual Singer Songwriters Festival, June 9th and June 10th, 2023, from 5-10:30 PM at the Peach Street Framers Market, for E. Peach Street closure and a noise ordinance waiver as described.

Otis Spriggs

From: Ellen Eby <elleneby@att.net>
Sent: Wednesday, May 17, 2023 12:58 PM
To: Otis Spriggs; Kyle Reynolds
Subject: [EXTERNAL] PSFM Night Jams

To Whom It May Concern,

Peach Street Farmers Market would like to formally request permission to close the 200 block of East Peach Street on the evenings of June 9 and June 10 from 5-10:30 pm. We are hosting our annual singer songwriters festival.

Added to that request, we would also like to request a noise ordinance permit for the two evenings of music. We typically do not exceed the noise level as most of our musicians are single individuals. Even though this year we have one act that is a band, we still do not expect excessive noise. We do, however, want the City's blessings on the event, so we request the variance/permit out of an abundance of caution.

Appreciatively yours,
Ellen Eby
PSFM Manager
979-215-3091

Get [Outlook for iOS](#)



AGENDA ITEM SUMMARY REPORT

MEETING DATE: May 23, 2023

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

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on Ordinance No. 20230523-000 rezoning 13.002 acres from the (SF-6.3) Single Family Zoning District to the Planned District (PD), SFA, Single Family Attached base zoning district for property located at 710 W. Mulberry St., west of N. Walker St.

AGENDA ITEM SECTION: Public Hearing and Action Item

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

FUND: N/A

Property Description: Legal Description: A0699 M C TOBIN TRACT 49-51-56 ACRES 13.002 of the Deed Records of Brazoria County, Texas.

EXECUTIVE SUMMARY:

This is a rezoning request that was received from Corey Boyer. He hopes to repurpose a previously approved single family residential subdivision that is current at the construction initiation stage. The developer has petitioned to rezone the property to PD-Planned District, SFA for a townhome development concept for Mulberry Fields (41 home sites to now proposed 82 townhomes, 2-3 bedrooms), for a workforce housing concept (\$200-\$220k Sales Range for purchase). The development will be managed by an established homeowner's association (HOA).

Approximately 1-acre Greenspace/parking area (21 parking spaces) is proposed.

There are 2 points of egress/ingress off Walker Street and with limitation of a right turn out movement on to Mulberry SH 35 (left turn in). A previous traffic analysis was performed; however, the developer is agreeable to no left-turn out of the development. Street parking would be allowed on the 28 ft. street pavement.

The lot layout would yield a 25 ft. build-line in front; 30 ft. rear yards, which will be fenced.

The developer is proposing 21 visitor parking spaces in the center of the layout with some amount of greenspace/park and/or dog park area.

Surrounding Land Uses

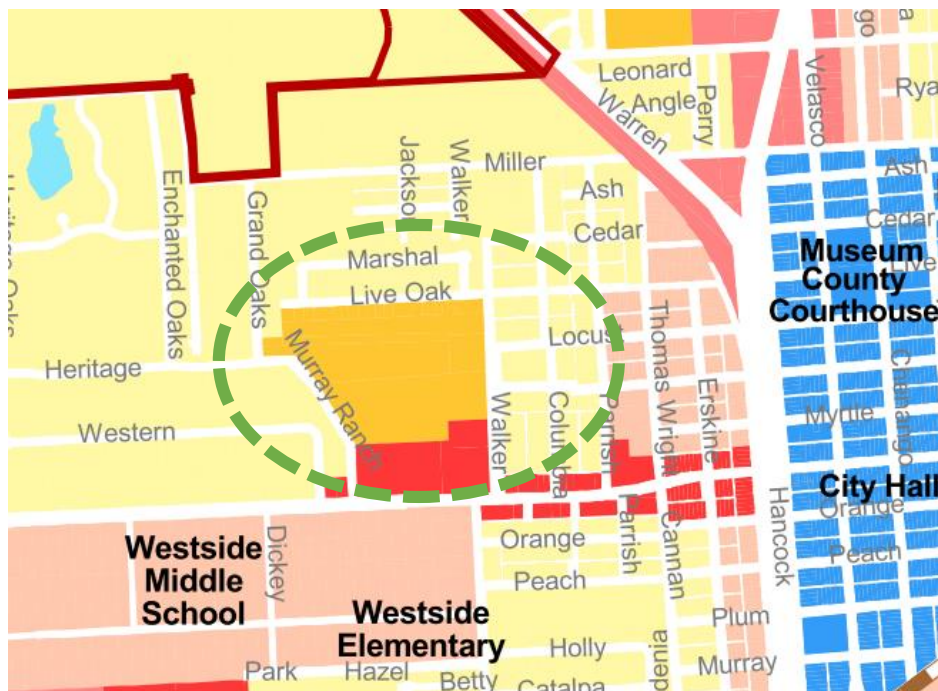
- North: Tesla Battery Park, TNP Substation, Broad Reach Power BRP utility power plant
- South: Tire shop; Tiny Treasures Learning City, Angleton Firewood Guy
- East: Cellphone Towers (West Walker St.)
- West: Single Family Homes

Comprehensive Plan: Land Use Plan Consistency:

For the subject site the recommended uses of the adopted Comprehensive Plan fall under the Multi-Family category:

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

Staff finds that the proposed use is consistent with the adopted Comprehensive Plan and Land Use Plan. Given the surrounding uses, the proposed use provides a compatible transition from the commercial uses along SH 35 and more intense uses to the north between the residential to the west.



Adopted Future Land Use Plan

Review Criteria and Findings of Fact:

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

- a. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole. **(Staff concurs the property is more appropriate as residential as opposed to the existing commercial zoning which results in spot zoning).**
- b. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area; **(There will be no negative impact on said capacity of public improvements).**
- c. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the city, and any special circumstances which may make a substantial part of such vacant land unavailable for development; **(Opportunities for infill development are adequate in the surrounding area; developing the property as commercial is not feasible and would not provide adequate commercial parking).**
- d. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change **(Area is a stable residential neighborhood (approximately 40 yrs. old); this will provide a transitional buffer next to the Broad Reach Power BRP utility power plant to the south).**
- e. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved. **(This rezoning will provide for infill reinvestment, and a positive investment to the neighborhood with a quality purchase infill housing option).**
- f. Any other factors that will substantially affect the public health, safety, morals, or general welfare. **(No factors will negatively affect the public health, safety, morals or general welfare).**



VICINITY MAP: 710 W. MULBERRY ST.

0 145 290 580 870 1,160
Feet

Aerial Map Views



Staff Analysis:

The applicant seeks to rezone the property to a PD, with a base zoning of the SFA zoning district. The Zoning Ordinance Sec. 28-50. - SFA—Single-family attached residential district (Townhomes), outlines the requirements that must be met by this request.

General purpose and description: The SFA—Single-Family Attached Residential, district is intended to promote stable, quality, attached-occupancy residential development on individual lots at

higher residential densities. Individual ownership of each lot and dwelling unit is encouraged. Sec. 28-50. - SFA—Single-family attached residential district (Townhomes).

Height regulations:

- (1) Maximum height:
 - a. Two and one-half stories, and not to exceed 35 feet, for the main building or house.
- (d) Area regulations:
 - (1) Size of lots:
 - a. Minimum lot area: 2,500 square feet.
 - b. Maximum density: Ten units per gross acre of land area within the development.
 - c. Maximum project size: The maximum size of a single-family attached residential development shall be 25 acres.
 - d. Minimum lot width: 20 feet.
 - e. Minimum lot depth: 100 feet.
 - (2) Size of yards:
 - a. Minimum front yard: 15 feet; front yard setbacks shall be staggered in at least four-foot increments such that no more than two units have the same front setback in a row; no front-entry garages permitted unless the garage door or carport access opening is set back at least 20 feet from the property line (i.e., the right-of-way or street easement line).
 - b. Minimum side yard:
 - 1. Single-family attached dwellings shall not have an interior side yard; however, a minimum ten-foot side yard is required for a corner lot adjacent to a residential street or alley that only serves lots within the SFA subdivision, a minimum 15-foot side yard is required for a corner lot adjacent to a residential or collector street serving lots outside the SFA subdivision, a minimum 20-foot side yard is required for a corner lot adjacent to an arterial street. The ends of any two adjacent building complexes or rows of buildings shall be at least 15 feet apart.
 - 2. A complex or continuous row of attached single-family dwellings shall have a minimum length of four dwelling units (quadriplex), a maximum length of eight dwelling units.
 - c. Minimum rear yard: 15 feet for the main building and any accessory building(s); 20 feet for rear entry garage.
- (3) Maximum lot coverage: 70 percent by main and accessory buildings on each individual lot.
- (4) Parking regulations:
 - a. A minimum of two parking spaces for each dwelling unit, located in front, behind, beside or incorporated into the dwelling unit and located on the same lot as each dwelling unit (see section 28-101, off-street parking and loading requirements).
 - b. Designated visitor parking spaces shall be provided in off-street, common areas at a ratio of one guest/visitor space per four units. SFA developments that include a two-car

garage or carport and driveway area equivalent to two additional parking spaces on each lot are not required to provide visitor parking spaces.

c. Additional parking shall be required for any recreational uses, clubhouse, office, sales offices and other similar accessory structures and uses.

(5) Minimum floor area per dwelling unit: 800 square feet of air-conditioned floor area.

(e) Special requirements:

(1) Maintenance requirements for common areas. A property owners association is required for continued maintenance of common land and facilities.

(4) All utilities shall be provided separately to each lot within an SFA district so that each unit is individually metered.

(6) Each SFA lot shall contain a private yard with not less than 300 square feet of area (i.e., a back yard or large side yard). Private yards may include a patio cover, gazebo or other similar non-enclosed structure which does not cover more than 25 percent of the area of the private yard, and they may also include a swimming pool, swing set, play fort, or other private leisure amenity.

(7) The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited.

(8) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.

(9) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.

(10) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.

(11) Homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.

(12) Fencing, walls and screening requirements (section 28-104).

(13) Screening requirements. A screening fence along shared property lines between SFA districts and other single-family zoning districts shall be required. Said screening fence shall comply with the requirements of section 28-104.



Proposed Project Rendering



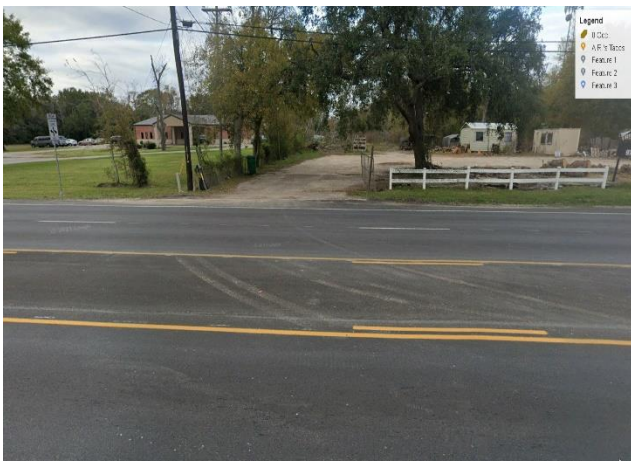
Proposed Project Plan View Rendering

Prototype Samples of Proposed Townhomes



SITE PHOTOS

Item 7.



VIEW LOOKING AT ENTRANCE TO SITE



VIEW LOOKING AT ADAJACENT WOOD BUSINESS



VIEW LOOKING OF PROPERTY FRONTAGE ALONG SH35



VIEW OF CHURCH ACROSS SH35 FROM SITE

Planning and Zoning Commission Record of Proceedings: Meeting held May 4, 2023.

Development Services Director Otis Spriggs summarized the findings of the Staff Report, giving the general conditions of the surrounding area having commercial along SH 35, and towers and battery use abutting. He noted that the request would yield 82 doors (Townhomes).

The request is consistent with the Comprehensive Plan/Land Use Plan recommendation for the site, which is multifamily. The request was advertised, and notices were sent to the surrounding property owners within 200 ft. The Planned Development District allows for the City to place conditions on any approved plan to ensure compatibility with the general area.

Applicant: Dee McElwee, of Development of Texas, appeared before the Commission on behalf of Corey Boyer, developer, and presented the concept. She explained the amenities

of the greenspace, as well as the ingress/egress that would limit access to a right turn out with no left out on the SH35.

Motion was made by Commission member Regina Bieri to open the public hearing; Motion was seconded by Commission member Deborah Spoor. Motion carried unanimously.

Public Hearing Input: None.

Protest Letters Received To-date

Stephen Clyde Cone	<i>P.O. Box 275 Lake Jackson, TX</i>	<i>Opposed; Single family is why I chose this neighborhood.</i>
Donald Brown	<i>220 N. Walker, Angleton TX</i>	<i>Opposed; Increased flooding and traffic hazard.</i>
Judy & Larry Shaefer	<i>115 N. Walker., Angleton, TX</i>	<i>Opposed. TCEQ and Federal Law issues, Adjacent cell tower foundation impact from the detention pond</i>

Commission Action:

Motion was made by Commission member Deborah Spoor to close the public hearing; Motion was seconded by Commission member Regina Bieri; Motion carried unanimously.

Commission Action: Commission member Deborah Spoor stated that we approved it as residential with 41 lots. The one thing that has not changed is our sewer system, we are doubling it to 82. She referred to the Green Trails developed that evolved and changed over time. We have residents around this that are against this and therefore she is against this.

Motion was made by Commission member Michelle Townsend with disapproval of the rezoning request; Motion was seconded by Commission member Regina Bieri.

Roll Call Vote: Chair Bill Garwood: Nay; Commission member Michelle Townsend: Aye; Commission member Regina Bieri: Aye; Commission member Deborah Spoor: Aye. Rezoning Case was recommended for denial.

RECOMMENDATION:

The Planning and Zoning Commission conducted a public hearing to receive public comments on a rezoning of 13.002 acres from the (SF-6.3) Single Family Zoning District to the Planned District (PD), SFA, Single Family Attached base zoning district, for property located at 710 W. Mulberry St., west of N. Walker St.; and the Commission and voted 3-1 to disapprove the request to City Council.

ORDINANCE NO. 20230523-007

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, TO AMEND THE "ZONING MAP OF THE CITY OF ANGLETON" BY CHANGING THE ZONING MAP DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE OF 13.002 ACRES FROM THE (SF-6.3) SINGLE FAMILY ZONING DISTRICT TO A PLANNED DEVELOPMENT DISTRICT (PD), SFA FOR PROPERTY LOCATED AT 710 W. MULBERRY ST., WEST OF N. WALKER ST., 13.002 ACRE TRACT OUT OF A 20.751 ACRE TRACT IN THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, AND THE M.C. TOBIN SURVEY, ABSTRACT 699, BRAZORIA COUNTY, TEXAS; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission conducted a public hearing on May 4, 2023; and

WHEREAS, the City Council conducted a public hearing on May 23, 2023; and

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

WHEREAS, the Planning and Zoning Commission, on May 4, 2023, voted (3 to1) to deny the rezoning of 13.002 acres from SF-6.3, Single Family Zoning District to the Planned District (PD), SFA, Single Family Attached base zoning district for property located at 710 W. Mulberry St., west of N. Walker St., citing reasons of sewer capacity and opposers of the request; and

WHEREAS, the City Council, on May 23, 2023, adopted the petition of rezoning, referencing findings of fact that the planned development would be consistent with the adjacent property in the area with generally accepted urban planning principles.

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

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

SECTION 2. The Property is more fully described in Exhibit “A,” and depicted on the Rezoning Plat, Exhibit “B”, attached hereto and made a part hereof for all purposes be rezoned from SF-6.3, Single Family Zoning District to the Planned District (PD), SFA, Single Family Attached base zoning district.

SECTION 3. The planned development district shall be developed in accordance with the Angleton Code, including the City of Angleton LDC and Zoning Ordinance, specifically, all regulations governing the subdivision plat (Exhibit “B”), and the land plan (Exhibit “C”) attached hereto and made a part hereof for all purposes, and is subject to the following regulations and restrictions:

- A. Use regulations. In the planned development district, no building, structure, or land shall be used, and no building or structure shall be hereafter erected, reconstructed, altered or enlarged except as provided in this Ordinance. The maximum 82 townhomes (doors) may only be located as indicated in Exhibit “C”:
- B. The public improvements of the proposed Lilly View Drive shall comply with the requirements of TXDOT regarding access management at SH35 (West Mulberry), with no left turn out of the development onto SH35 (West Mulberry St.).
- C. Landscaping and “premium” fencing shall be installed around the perimeter of the property, per the concept plan (Exhibit “C”). Parkland dedication shall be satisfied by the applicant/owner for the chosen option of parks fee-in-lieu of dedication of parkland, including the internal park as depicted on Exhibit “C”.
- D. Details of the approved Planned Development District shall remain in full compliance upon submittal of Preliminary and Final Plat for consideration of approval.
- E. Development Design Guidelines and Development Schedule. The property shall be developed in accordance with the development guidelines established by Council and the schedule as determined in an agreed upon development agreement to be executed prior to final plat approval.

SECTION 4. That the Official Zoning Map of the City of Angleton is hereby amended in accordance with the provisions of this Ordinance to show the change in zoning district classification.

SECTION 5. That any person or corporation violating any of the provisions of this Ordinance shall upon conviction be fined any sum not exceeding \$2,000 and each and every day that the provisions of this Ordinance are violated shall constitute a separate and distinct offense.

SECTION 6. That should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity of such section, or part shall in no way affect, impair or invalidate the remaining portion thereof, but as to such remaining portion, the same shall remain in full force and effect.

SECTION 7. That it is hereby found and determined that the meetings at which this Ordinance is considered are open to the public and that notice of the time, place and purpose thereof was given in accordance with the provisions of the Texas Government Code - Chapter 551, as amended, and that a quorum of the City Council was present.

SECTION 8. That this Ordinance shall be effective and in full force immediately upon its adoption.

PASSED AND APPROVED THIS 23rd DAY OF MAY, 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

Exhibit "A"

Legal Description of Land:

FIELD NOTES OF A 13.002 ACRE TRACT OUT OF A 20.751 ACRE TRACT IN THE J. DE J. VALDERAS SURVEY, ABSTRACT 380, AND THE M.C. TOBIN SURVEY, ABSTRACT 699, BRAZORIA COUNTY, TEXAS; SAID 20.751 ACRE TRACT BEING DESCRIBED 796 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 13.002 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 2" iron pipe found in the West right-of-way line of Walker Street (City of Angleton, Texas); said iron pipe marking the Northeast corner of said 20.751 acre tract;

THENCE; South 0° 04' 17" East 99.87 feet, along the West right-of-way line of Walker Street, to a iron rod with metal cap stamped "INP" found for the place of beginning of the herein described tract at the Southeast corner of a 1.1478 acre tract out of said 20.751 acre tract; said 1.14 78 acre tract being described in a deed recorded in File (1988) Volume 362, Page 838 of the Official Records of Brazoria County, Texas;

THENCE; South 0° 04' 17" East 164.36 feet, along the West right-of-way line of Walker Street, to a 1/2" iron rod found inside a 2" iron pipe for corner at the Northeast corner of a 2.01 acre tract out of said 20.751 acre tract; said 2.01 acre tract being described in a deed recorded in File 1997-040105 of the Official Records of Brazoria County, Texas;

THENCE; North 89° 58' 33" West 350.50 feet, along the North line of said 2.01 acre tract, to a 1/2" iron rod found inside a 2" iron pipe for corner at the Northwest corner of said 2.01 acre tract;

THENCE; South 0° 02' 04" West 250.00 feet, along the West line of said 2.01 acre tract, to an iron rod with cap stamped "Cotton" found for corner at the Southwest corner of said 2.01 acre tract;

THENCE; South 89° 57' 11" East 141.97 feet, along the South line of said 2.01 acre tract, to a 1/2" iron rod with cap stamped "RPLS 2112 6017" found for corner at the Northwest corner of a one acre tract described in a deed recorded in File 2007-001722 of the Official Records of Brazoria County, Texas;

THENCE; South 0° 03' 51" East 232.72 feet, along the West line of said one acre tract and the West line of a one acre tract described in a deed recorded in File 1997-039266 of the Official Records of Brazoria County, Texas, to a 1/2" iron rod set for corner;

THENCE; South 89° 14' 32" West 392.09 feet to a 1/2" iron rod set for corner;

THENCE; South 0° 02' 09" West 178.77 feet to a 1/2" iron rod set for corner in the North right-of-way line of State Highway 35;

THENCE; North 89° 57' 50" West 60.00 feet, along the North right-of-way line of State Highway 35, to a concrete monument found for angle point in said right-of-way line;

THENCE; North 0° 21' 33" West 7.81 feet, along said right-of-way line, to a concrete monument found angle point in said right-of-way line;

THENCE; North 0° 02' 44" East 402.37 feet, along the East line of a 2.97 acre tract described in a deed recorded in Volume 1361, Page 274 of the Deed Records of Brazoria County, Texas, to a 1/2" iron rod found for corner at the Northeast corner of said 2.97 acre tract;

THENCE; North 89° 59' 46" West 391.46 feet, along the North line of said 2.97 acre tract, to a 1/2" iron rod found for corner in the West line of said 20.751 acre tract;

THENCE; North 28° 15' 19" West 540.89 feet, along the West line of said 20.751 acre tract, to a 1/2" iron rod found for corner at the Northwest corner of said 20.751 acre tract;

THENCE; North 88° 04' East (Reference Bearing) 808.25 feet, along the North line of said 20.751 acre tract, to an iron rod, with metal cap stamped "TNP", found for corner at the Northwest corner of the aforementioned 1.1478 acre tract;

THENCE; South 0° 06' 57" East 99.86 feet, along the West line of said 1.1478 acre tract, to an iron rod, with metal cap stamped "TNP", found for corner at the Southwest corner of said 1.1478 acre tract;

THENCE; North 88° 03' 44" East 499.92 feet, along the South line of said 1.1478 acre tract, to the place of beginning.

Said tract therein containing 13.02 acres of land.

May 15, 2023

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

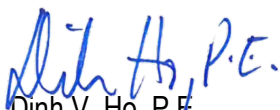
Re: Mulberry Fields Subdivision
Utilities and Drainage Revisions

To whom it may concern,

In regards to the water and sanitary sewer utilities for the revised Mulberry Fields Subdivision located at 710 W. Mulberry St. in Angleton, Texas, the pipe and line sizes designed are sufficient for the flows proposed and pipe resizing will not be necessary when making the change from 41 single family homes to 82 single family attached home site. This is subject to the city water and sewer capacity. There will be no change in drainage required either as drainage pipes have been adequately designed.

Should you have any questions, please contact me at 832.895.1093.

Sincerely,
Adico, LLC
TBPE Firm No. 16423


Dinh V. Ho, P.E.
Principal

April 24, 2022

Mr. Dinh V. Ho, P.E.
Adico Consulting Engineers
2114 El Dorado Blvd., Suite 400
Friendswood, Texas 77546

RE: Traffic Engineering Study Addendum 2: Proposed Mulberry Fields Residential Development; State Highway 35 at Proposed Lilly View Drive (West of South Walker Street), Angleton, Texas

Dear Mr. Ho:

Per your request, we have conducted a trip generation estimate of an alternative development scenario for the Mulberry Fields residential project. The original traffic study dated April 2, 2022 investigated impacts of the development as a 44-dwelling unit single family detached residential development. A memo dated April 4 documented trip generation changes expected with 28 duplexes. Changes contemplated for the development now include 82 dwelling units of attached housing.

Exhibit A1 (attached in Appendix A) shows the project location. The proposed single-family detached site plan is shown as Exhibit A2 (from the original traffic study). Exhibit A3 shows the duplex option site layout. The proposed street tie-ins to the development have not changed.

Trip Generation Projections, Single-Family Detached vs. Attached

The Institute of Transportation Engineers' *Trip Generation Manual (11th Edition)* was used to estimate trips to the site. The original land plan used ITE Land Use #210 – Single Family Detached Housing with 44 units. The new land plan trip estimates use ITE Land Use #215 – Single-Family Attached Housing with 82 units.

A comparison of the estimated trips generated by the development are shown in Table 1. Detailed calculations are found in in Appendix B.

Table 1. Estimated New Trips for the Proposed Development.

Development Description	Weekday, 24-Hours	AM Peak Hour of Adjacent Roadway	PM Peak Hour of Adjacent Roadway
Single Family <u>Detached</u> Residential Development (44 dwelling units) – original land plan	414 vehicles (207 entering / 207 exiting)	31 vehicles (8 entering / 23 exiting)	41 vehicles (26 entering / 15 exiting)
Single Family <u>Attached</u> Residential Development (82 dwelling units) – modified land plan	590 vehicles (295 entering / 295 exiting)	39 vehicles (10 entering / 29 exiting)	47 vehicles (29 entering / 17 exiting)
Percent Difference:	+42.3%	+27.8%	+13.0%
Change in Trips:	+176 trips	+8 trips	+6 trips

Mr. Dinh V. Ho, P.E.
April 24, 2023
Page 2

Conclusions & Discussion

While the percentage changes shown in Table 1 may seem large, the magnitude of changes in the trip numbers are relative small (+8 AM trips and +6 PM trips). With this small change in trip generation, the conclusions and recommendations of the April 2022 traffic study would not change. The findings and overall recommendations to mitigate the impacts of the proposed multifamily development would remain:

- Site access to SH 35:
 - A westbound right turn lane is not warranted (less than 60 turns per hour);
 - An eastbound left turn lane is provided by the existing two-way left turn lane (with minor pavement marking modifications as described below); and
 - The street tie-in should be stop-controlled on approach to SH 35 (place a standard R1-1 sign per TxDOT standards);
 - The existing center turn lane on SH 35 ends about 55' west of the proposed street tie-in and transitions down to an undivided four-lane section just west of South Walker Street. The center turn lane should be extended through the proposed intersection of Lilly View Drive and pavement markings modified to allow full access for the new street tie-in.
- Site access to North Walker Street:
 - A northbound left turn lane is not warranted;
 - A southbound right turn lane is not warranted; and
 - The street tie-in should be stop-controlled on approach to North Walker Street (place standard R1-1 sign per City of Angleton standards).

Voigt Associates appreciates the opportunity to assist you with this project. If you have any questions about the analysis or the results of this report, please feel free to contact me at 832-264-0429.

Sincerely,



Anthony Voigt, P.E., PTOE
Principal

Attachments:

- Appendix A. Exhibits
- Appendix B. Trip Generation/Distribution Calculations



Appendix A. Exhibits

- Exhibit A1. Site Location Map
- Exhibit A2. Proposed Site Plan – Detached Single-Family Option (from 4/2/22 traffic study)
- Exhibit A3. Proposed Site Plan – Attached Single-Family Option



Exhibit A1. Site Location Map – Regional Aerial.

North to top of page. Not to scale.

METES AND BOUNDS

A FIELD NOTE DESCRIPTION of a 13.0044 acre (566,471 square feet) tract of land in the J. De J. Valderas Survey, Abstract No. 380, in the M. C. Tobin Survey, Abstract No. 699, and in the H. H. Cornwall Survey, Abstract No. 180, City of Angleton, Brazoria County, Texas; said 13.0044 acre tract being that same tract of land conveyed to Mulberry Field LLC, as recorded in Brazoria County Clerk's File No. 2021037827; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) and GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a 1/2-inch iron rod found in the northeast right-of-way line of Heritage Drive (width varies), according to the map or plat recorded in Volume 20, Page 211 of the Brazoria County Plat Records for the northwest corner of an original 20.751 acre tract of land, as recorded in Volume 1090, Page 796 of the Brazoria County Deed Records, for the southwest corner of a 13.203 acre tract of land conveyed to Community Public Service Company, as recorded in Volume 1467, Page 234 of the Brazoria County Deed Records, and for the northwest corner of this tract; from which a 1/2-inch iron rod found bears North 46° 52' 31" West - 332.07 feet (called North 45° 00' 18" West - 332.03 feet per Volume 1467, Page 234 of the Brazoria County Deed Records);

THENCE, North 85° 46' 46" East - 807.91 feet (called North 85° 04' East - 808.25 feet per Brazoria County Clerk's File No. 2021037827) (called South 00° 04' 00" East - 100.05 feet per Volume 362, Page 838 of the Brazoria County Deed Records) with the west line of said 1.1478 acre tract to a 5/8-inch iron rod with aluminum cap stamped "TNP" found for the southwest corner of said 1.1478 acre tract and for an interior corner of this tract;

THENCE, South 02° 26' 18" East - 99.83 feet (called South 00° 06' 57" East - 99.86 feet per Brazoria County Clerk's File No. 2021037827) (called South 00° 04' 00" East - 100.05 feet per Volume 362, Page 838 of the Brazoria County Deed Records) with the west line of said 1.1478 acre tract to a 5/8-inch iron rod with aluminum cap stamped "TNP" found for the southwest corner of said 1.1478 acre tract and for an interior corner of this tract;

THENCE, North 85° 44' 50" East - 499.94 feet (called North 85° 03' 44" East - 499.92 feet per Brazoria County Clerk's File No. 2021037827) (called North 85° 04' 00" East - 500.00 feet per Volume 362, Page 838 of the Brazoria County Deed Records) with the south line of said 1.1478 acre tract to a 5/8-inch iron rod with aluminum cap stamped "TNP" found in the west right-of-way line of Walker Street (width varies) and in the east line of said 20.751 acre tract for the southeast corner of said 1.1478 acre tract and for a northeast corner of this tract;

THENCE, South 02° 20' 40" East - 164.41 feet (called South 00° 04' 17" East - 164.36 feet per Brazoria County Clerk's File No. 2021037827) with the west right-of-way line of said Walker Street and with the east line of said 20.751 tract to a 1/2-inch iron pipe found inside a 2-inch PVC pipe for the northeast corner of Reserve "B", Block 1, Short Form Plat Communication Tower, according to the map or plat recorded in Volume 21, Page 189 of the Brazoria County Plat Records and for a southeast corner of this tract;

THENCE, South 87° 41' 11" West - 350.24 feet (called North 89° 58' 33" West - 350.50 feet per Brazoria County Clerk's File No. 2021037827) (called West - 350.54 feet per Volume 21, Page 189 of the Brazoria County Plat Records) with the south line of said Reserve "B" and for an interior corner of this tract;

THENCE, South 02° 13' 37" East - 249.99 feet (called South 00° 02' 04" West - 250.00 feet per Brazoria County Clerk's File No. 2021037827) (called South - 249.96 feet per Volume 21, Page 189 of the Brazoria County Plat Records) with the west line of said Reserve "B" and with the west line of Reserve "A" (Communication Tower Tract) of said Short Form Plat Communication Tower to a 5/8-inch iron rod with cap stamped "COTTON" found for the southwest corner of said Reserve "A" and for an interior corner of this tract;

THENCE, North 87° 41' 44" East - 142.02 feet (called South 89° 57' 11" East - 141.97 feet per Brazoria County Clerk's File No. 2021037827) with the south line of said Reserve "A" to a 1/2-inch iron rod with cap stamped "PINPOINT" found for an interior corner of said 20.751 acre tract, for the northeast corner of a 1.00 acre conveyed to HED Properties, LLC, as recorded in Brazoria County Clerk's File No. 2010004582, and for a northeast corner of this tract;

THENCE, South 02° 20' 54" East - 233.55 feet (called South 00° 03' 51" East - 233.72 feet per Brazoria County Clerk's File No. 2021037827) with the east line of said 20.751 acre tract, with the west line of said 1.00 acre HED Properties, LLC tract, and with the west line of a 1.00 acre tract of land conveyed to J. Angel Hernandez, et ux, as recorded in Brazoria County Clerk's File No. 2013050912 to a 1/2-inch iron rod with cap stamped "RPLS 2112" found for a southeast corner of this tract; from which a 1/2-inch iron rod with cap stamped "RPLS 2112" found in the north right-of-way line of State Highway 35 (West Mulberry Street) (width varies) for a southeast corner of said 20.751 acre tract and for the southwest corner of said 1.00 acre Hernandez tract bears South 02° 20' 54" East - 183.36 feet;

THENCE, South 87° 03' 34" West - 392.00 feet (called South 89° 14' 32" West - 392.09 feet per Brazoria County Clerk's File No. 2021037827) to a 1/2-inch iron rod with cap stamped "2112" found for an interior corner of this tract;

THENCE, South 02° 10' 40" East - 178.81 feet (called South 00° 02' 09" West - 178.77 feet per Brazoria County Clerk's File No. 2021037827) to a 1/2-inch iron rod with cap stamped "RPLS 2112" found in the north right-of-way line of said State Highway 35 and in the south line of said 20.751 acre tract for the southeast corner of this tract;

THENCE, South 87° 43' 31" West - 60.00 feet (called North 89° 57' 50" West - 60.00 feet per Brazoria County Clerk's File No. 2021037827) with the north right-of-way line of said State Highway 35 and with the south line of said 20.751 acre tract to a 4-inch by 4-inch concrete monument found for a southwest corner of said 20.751 acre tract and for a southwest corner of this tract;

THENCE, North 02° 46' 23" West - 7.95 feet (called North 00° 21' 33" West - 7.81 feet per Brazoria County Clerk's File No. 2021037827) with a jog in the north right-of-way line of said State Highway 35 and with a west line of said 20.751 acre tract to a 4-inch by 4-inch concrete monument found for the southeast corner of a 2.97 acre tract of land conveyed to Tiny Treasures Learning Center, Inc., as recorded in Brazoria County Clerk's File No. 2000046058 and for an angle point of this tract; from which a 1/2-inch iron rod found for a southwest corner of said 2.97 acre tract and for a southwest corner of said 20.751 acre tract bears South 89° 01' 43" West - 208.13 feet (called North 89° 36' 58" West - 208.35 feet per Brazoria County Clerk's File No. 2000046058) (called West - 208.56 feet per Volume 1090, Page 796 of the Brazoria County Deed Records);

THENCE, North 02° 10' 20" West - 402.32 feet (called North 00° 02' 44" East - 402.37 feet per Brazoria County Clerk's File No. 2021037827) (called North 0° 02' 13" East - 402.41 feet per Brazoria County Clerk's File No. 2000046058) with the east line of said 2.97 acre tract to a 1/2-inch iron rod found for the northeast corner of said 2.97 acre tract and for an interior corner of this tract;

THENCE, South 87° 44' 16" West - 391.91 feet (called North 89° 59' 46" West - 391.46 feet per Brazoria County Clerk's File No. 2021037827) (called North 89° 59' 38" West - 391.46 feet per Brazoria County Clerk's File No. 2000046058) with the north line of said 2.97 acre tract to a 1/2-inch iron rod found in the east right-of-way line of said Heritage Drive for an angle point of said 20.751 acre tract, for the northeast corner of said 2.97 acre tract, and for a southwest corner of this tract; from which a 5/8-inch iron rod found at the intersection of the east right-of-way line of said Heritage Drive with the north right-of-way line of said State Highway 35 bears South 02° 24' 15" East - 400.98 feet;

THENCE, North 30° 31' 28" West - 540.66 feet (called North 28° 17' West - 541.04 feet per Volume 1090, Page 796 of the Brazoria County Deed Records) (called North 28° 15' 19" West - 540.89 feet per Brazoria County Clerk's File No. 2021037827) with the northeast right-of-way line of said Heritage Drive and with the southwest line of said 20.751 acre tract to the POINT OF BEGINNING and containing 13.0044 acres (566,471 square feet) of land.

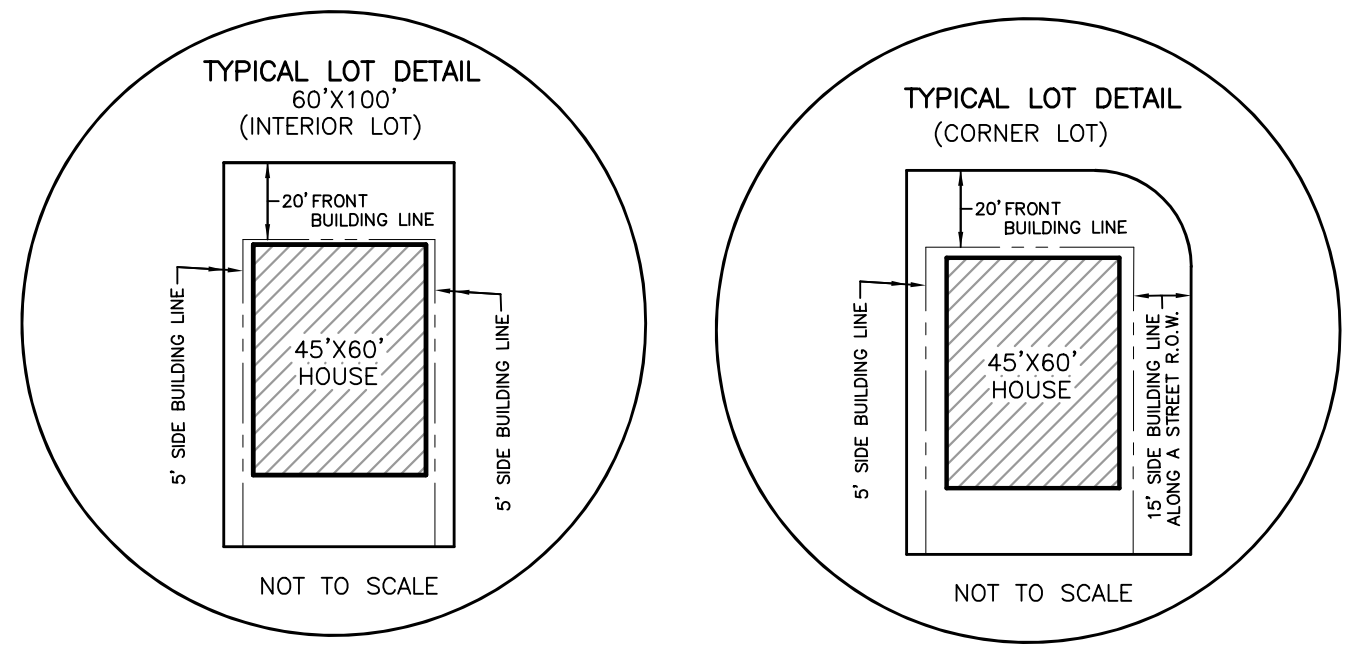
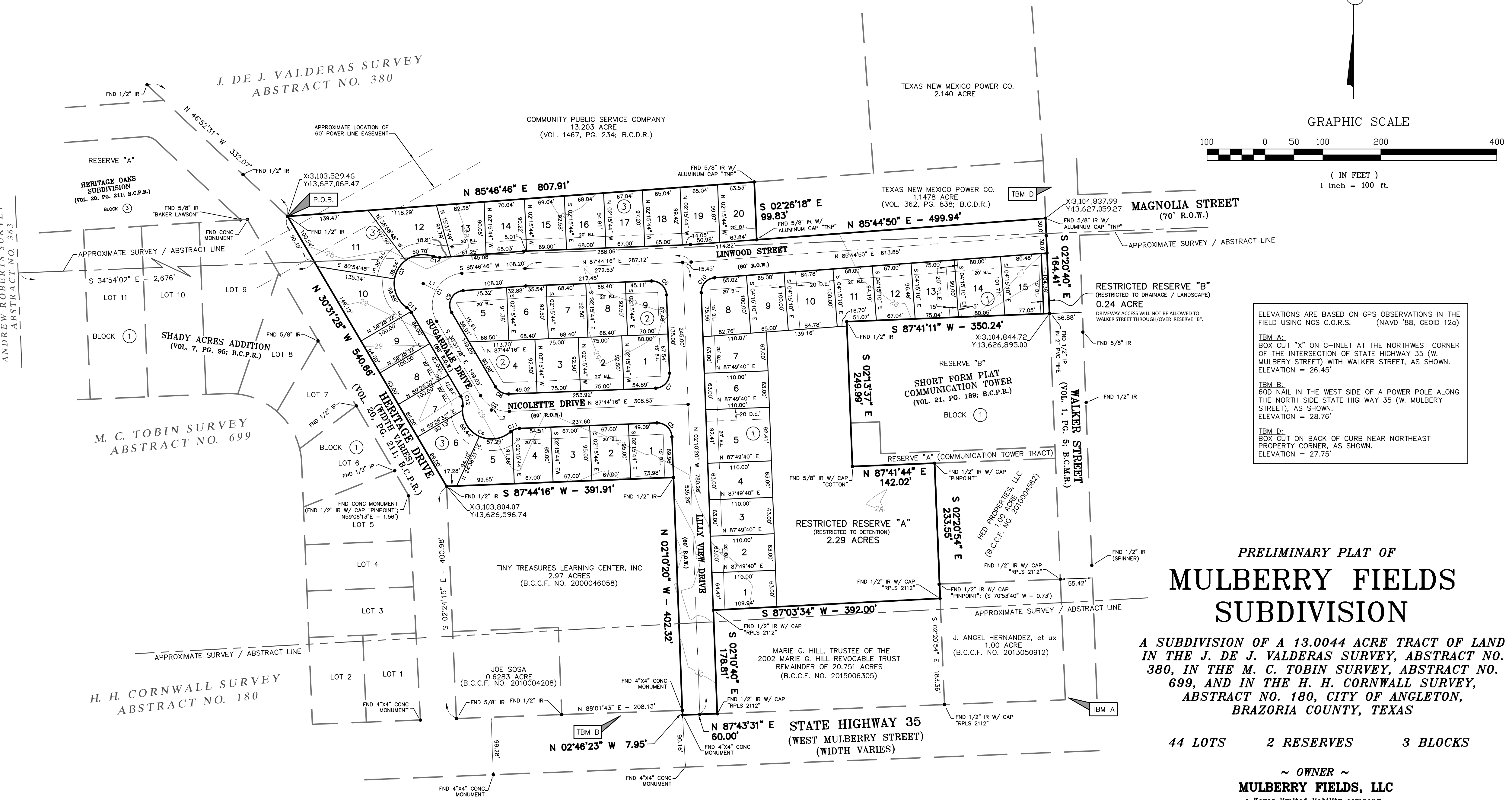
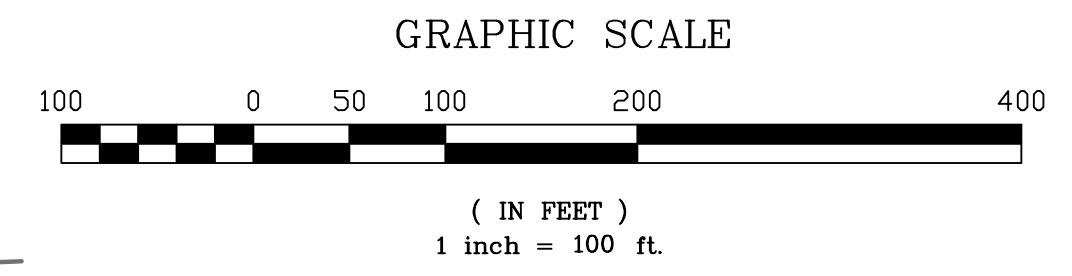


Table with columns: CURVE, RADIUS, ARC LENGTH, CHORD LENGTH, CHORD BEARING, DELTA ANGLE. Lists curve data for C1 through C14.

- LEGEND: BUILDING LINE, BRAZORIA COUNTY CLERK'S FILE, BRAZORIA COUNTY DEED RECORDS, BRAZORIA COUNTY PLAT RECORDS, CONCRETE, FOUND, IRON PIPE, IRON ROD, NUMBER, PAGE, POINT OF BEGINNING, RIGHT OF WAY, SQUARE FEET, TEMPORARY BENCHMARK, VOLUME, WITH, BLOCK NUMBER.



ELEVATIONS ARE BASED ON GPS OBSERVATIONS IN THE FIELD USING NGS C.O.R.S. (NAVD '88, GEOID 12a)
TBM A: BOX CUT "X" ON C-INLET AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 35 (W. MULBERRY STREET) WITH WALKER STREET, AS SHOWN. ELEVATION = 26.45'
TBM B: 60D NAIL IN THE WEST SIDE OF A POWER POLE ALONG THE NORTH SIDE STATE HIGHWAY 35 (W. MULBERRY STREET), AS SHOWN. ELEVATION = 28.76'
TBM D: BOX CUT ON BACK OF CURB NEAR NORTHEAST PROPERTY CORNER, AS SHOWN. ELEVATION = 27.75'

PRELIMINARY PLAT OF MULBERRY FIELDS SUBDIVISION
A SUBDIVISION OF A 13.0044 ACRE TRACT OF LAND IN THE J. DE J. VALDERAS SURVEY, ABSTRACT NO. 380, IN THE M. C. TOBIN SURVEY, ABSTRACT NO. 699, AND IN THE H. H. CORNWALL SURVEY, ABSTRACT NO. 180, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS

44 LOTS 2 RESERVES 3 BLOCKS
OWNER: MULBERRY FIELDS, LLC
SURVEYOR: MCKIM & CREED ENGINEERS, SURVEYORS, PLANNERS

LOT AREA TABLE with columns: LOT #, AREA, LOT #, AREA. Lists lot numbers and their corresponding areas in square feet.

Exhibit A2. Original Site Plan

BENCHMARK:
 PROJECT IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83) USING NGS CONTINUOUSLY OPERATING REFERENCE STATIONS.

ELEVATIONS ARE BASED ON GPS OBSERVATIONS IN THE FIELD USING NGS C.O.R.S. (NAVD '88, GEOD 12a)

FLOODPLAIN:
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48039-C-0440K EFFECTIVELY DATED DECEMBER 30, 2020, THE PROPERTY LIES IN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

MULBERRY FIELDS SUBDIVISION
 N WALKER STREET & W MULBERRY STREET
 ANGLETON, TEXAS 77515

ADICO, LLC
 TBPE FIRM NO. F-16423

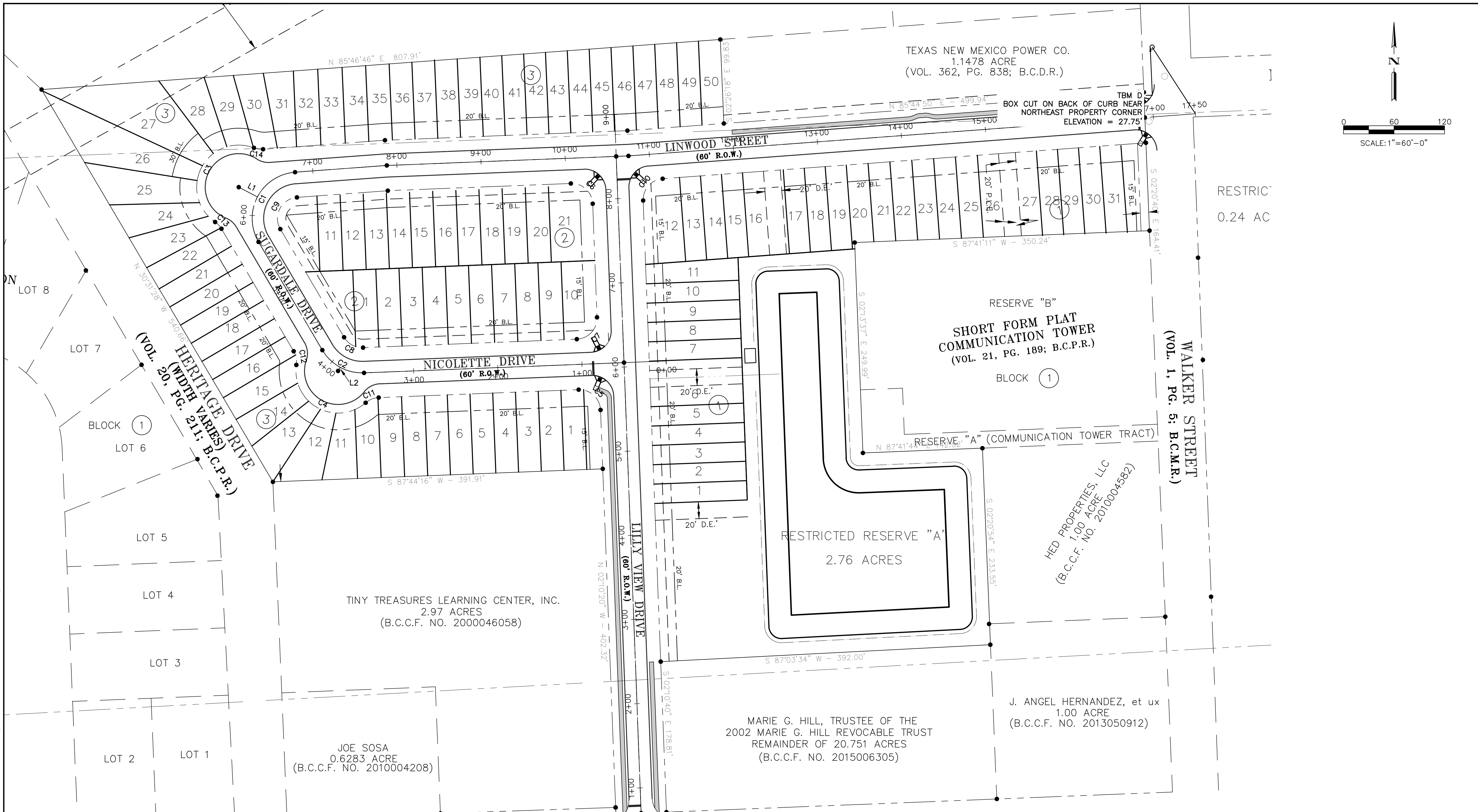
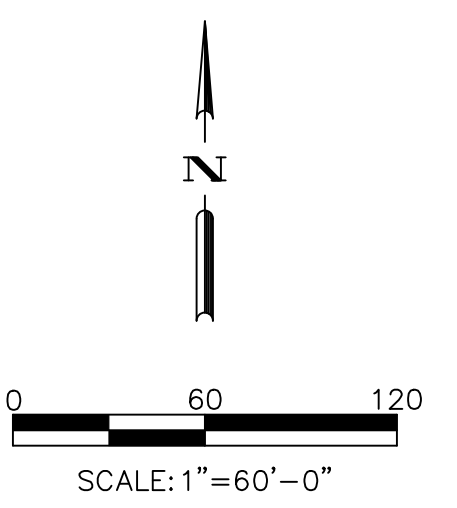
NO.	DATE	REVISION

PROJECT OWNER:
 MULBERRY FIELDS

PROJECT LOCATION:
 MULBERRY FIELDS SUBDIVISION

SITE LAYOUT

ALLC PROJECT NO. 21015-01 SHEET NO.
 DRAWN BY: MG
 CHECKED BY: SM
 DRAWING SCALE:
 HORZ: 1" = 60'
 VERT: NA
 DATE PLOTTED:
 Apr 04, 2023 - 9:06am



BLOCK 1

LOT #	WIDTH	LENGTH	AREA (SF)
1	23	110	2530
2	23	110	2530
3	23	110	2530
4	23	110	2530
5	23	110	2530
6	23	110	2530
7	23	110	2530
8	23	110	2530
9	23	110	2530
10	23	110	2530
11	23	110	2530
12	45	100	4500
13	25	100	2500
14	25	100	2500
15	25	100	2500
16	25	100	2500
17	25	100	2500
18	25	100	2500
19	25	100	2500
20	26	96	2496
21	26	96	2496

BLOCK 1

LOT #	WIDTH	LENGTH	AREA (SF)
22	26	96	2496
23	26	96	2496
24	26	96.7	2514
25	26	97.6	2538
26	26	98.7	2566
27	25	100	2500
28	25	101	2525
29	25.1	101.5	2548
30	25.3	102	2581
31	25.3	103.4	2616

BLOCK 2

LOT #	WIDTH	LENGTH	AREA (SF)
1	27.5	92.5	2544
2	27.5	92.5	2544
3	27.5	92.5	2544
4	27.5	92.5	2544
5	27.5	92.5	2544
6	27.5	92.5	2544
7	27.5	92.5	2544
8	27.5	92.5	2544
9	27.5	92.5	2544
10	27.5	92.5	2544
11	27.5	90.5	2489
12	27.5	91.5	2516
13	27.5	92.5	2544
14	27.5	92.5	2544
15	27.5	92.5	2544
16	27.5	92.5	2544
17	27.5	92.5	2544
18	27.5	92.5	2544
19	27.5	92.5	2544
20	27.5	92.5	2544
21	26	96	2496

BLOCK 3

LOT #	WIDTH	LENGTH	AREA (SF)
1	27	95	2565
2	27	95	2565
3	27	95	2565
4	27	95	2565
5	27	95	2565
6	27	95	2565
7	27	95	2565
8	27	95	2565
9	27	95	2565
10	28	89	2492
11	32	79	2528
12	35	88	3080
13	30	92	2760
14	30.9	83.6	2583
15	30	91	2730
16	25	100	2500
17	25	100	2500
18	25	100	2500
19	25	100	2500
20	25	100	2500

BLOCK 3

LOT #	WIDTH	LENGTH	AREA (SF)
21	25	100	2500
22	25	100	2500
23	29	97	2813
24	32	99	3168
25	116	37	4292
26	162	41	6642
27	142	50	7100
28	93	32	2976
29	88	31	2728
30	90.5	30	2715
31	29	90	2610
32	29	90	2610
33	29	90	2610
34	28	90	2520
35	27	91	2457
36	27	91.3	2465
37	27	92	2484
38	27	93	2511
39	27	94	2538
40	26	95.5	2483

BLOCK 3

LOT #	WIDTH	LENGTH	AREA (SF)
41	26	95.5	2483
42	26	96.5	2509
43	26	97	2522
44	26	97.5	2535
45	26	99	2574
46	26	99	2574
47	26	99.9	2597
48	26	99.9	2597
49	26	99.9	2597
50	26	99.9	2597

Exhibit A3. Single-Family Attached Site Plan.

C:\Users\michael\Adico\Dropbox\ADICO\PROJECTS\21015-01_CE_Mulberry_Subdivision\6 - Drawings\9 GEOMETRIC LAYOUT REVISED FOR SFA.dwg Apr 04, 2023 - 9:06am mMichael

Appendix B. Trip Generation Calculations

Table C1. Trip Generation Calculations - Original Study (Single Family Detached)

Trip Rates															
Development Description	ITE Trip Generation Land Use Number	Trip Generation Land Use	Independent Variable	Value	Use Rate	Use Curve	Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
							24-Hr Trip Rate*	Percent		Trip Rate*	Percent		Trip Rate*	Percent	
								Entering	Exiting		Entering	Exiting		Entering	Exiting
Mulberry Fields Subdivision	210	Single Family Detached Housing	Dwelling Unit	44.000	24/AM/PM	-	9.43	50%	50%	0.70	26%	74%	0.94	63%	37%
Trip End Calculations															
Development Description	ITE Trip Generation Land Use Number	Trip Generation Land Use	Independent Variable	Value	Use Rate	Use Curve	Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
							24-Hr Trip Ends	Trips		Peak Hour Trips	Trips		Peak Hour Trips	Trips	
								Entering	Exiting		Entering	Exiting		Entering	Exiting
Mulberry Fields Subdivision	210	Single Family Detached Housing	Dwelling Unit	44.000	24/AM/PM	-	415	207	207	31	8	23	41	26	15
Trip End Totals															
							Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
							24-Hr Trip Ends	Trips		Peak Hour Trips	Trips		Peak Hour Trips	Trips	
								Entering	Exiting		Entering	Exiting		Entering	Exiting
Trip Totals							415	207	207	31	8	23	41	26	15

*trip rates shown for information only, fitted curves used for trip generation

Trip Adjustment Factors		
Adjustment Factor	Time Period	Factor
Internal Capture Rates:	Weekday	0.0%
	Weekday AM Peak Hour of Adjacent Roadway	0.0%
	Weekday PM Peak Hour of Adjacent Roadway	0.0%
Pass-By Trips:	Weekday	0.0%
	Weekday AM Peak Hour of Adjacent Roadway	0.0%
	Weekday PM Peak Hour of Adjacent Roadway	0.0%

Trip Totals							
Trip Type	Total Trips	Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
		Trips*			Trips*		
		Entering	Exiting	Total Trips	Entering	Exiting	Total Trips
Total Trips, Pre-Capture/Pass-By:	31	8	23	41	26	15	
Total Trips, Captured Within Development:	-	-	-	-	-	-	
Total Trips, New & Pass-By	31	8	23	41	26	15	
Total Trips, Pass-By, Existing on Roadway Network:	-	-	-	-	-	-	
Total Trips, New on Roadway Network:	31	8	23	41	26	15	

*trip estimates subject to roundoff error

Table C1-A. Trip Generation Calculations, Single Family Attached Option

Trip Rates															
Development Description	ITE Trip Generation Land Use Number	Trip Generation Land Use	Independent Variable	Value	Use Rate	Use Curve	Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
							24-Hr Trip Rate*	Percent		Trip Rate*	Percent		Trip Rate*	Percent	
								Entering	Exiting		Entering	Exiting		Entering	Exiting
Mulberry Fields Subdivision - SF Attached	215	Single Family Attached Housing	Dwelling Unit	82.000	24/AM/PM	-	7.20	50%	50%	0.48	26%	74%	0.57	63%	37%
Trip End Calculations															
Development Description	ITE Trip Generation Land Use Number	Trip Generation Land Use	Independent Variable	Value	Use Rate	Use Curve	Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
							24-Hr Trip Ends	Trips		Peak Hour Trips	Trips		Peak Hour Trips	Trips	
								Entering	Exiting		Entering	Exiting		Entering	Exiting
Mulberry Fields Subdivision - SF Attached	215	Single Family Attached Housing	Dwelling Unit	82.000	24/AM/PM	-	590	295	295	39	10	29	47	29	17
Trip End Totals															
							Weekday			Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
							24-Hr Trip Ends	Trips		Peak Hour Trips	Trips		Peak Hour Trips	Trips	
							590	295	295	39	10	29	47	29	17
Trip Totals															
*trip rates shown for information only, fitted curves used for trip generation															

Trip Adjustment Factors		Percent change vs. single family trip generation:			
Adjustment Factor	Time Period	Factor	42.3%	27.8%	13.0%
Internal Capture Rates:	Weekday	0.0%			
	Weekday AM Peak Hour of Adjacent Roadway	0.0%			
	Weekday PM Peak Hour of Adjacent Roadway	0.0%			
Pass-By Trips:	Weekday	0.0%			
	Weekday AM Peak Hour of Adjacent Roadway	0.0%			
	Weekday PM Peak Hour of Adjacent Roadway	0.0%			

Trip Totals							
Trip Type	Total Trips	Weekday AM Peak Hour of Adjacent Roadway			Weekday PM Peak Hour of Adjacent Roadway		
		Entering	Exiting	Trips*	Entering	Exiting	Trips*
Total Trips, Pre-Capture/Pass-By:	39	10	29	47	29	17	
Total Trips, Captured Within Development:	-	-	-	-	-	-	
Total Trips, New & Pass-By	39	10	29	47	29	17	
Total Trips, Pass-By, Existing on Roadway Network:	-	-	-	-	-	-	
Total Trips, New on Roadway Network:	39	10	29	47	29	17	

*trip estimates subject to roundoff error

EXHIBIT "B"

CIVIL ENGINEER:
ADICO
 CONSULTING ENGINEERS
 2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
 PHONE: 832-895-1033 WWW.ADICO-LLC.COM
 TBPE FIRM NO. 16423

BENCHMARK:
 PROJECT IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83) USING NGS CONTINUOUSLY OPERATING REFERENCE STATIONS.
 ELEVATIONS ARE BASED ON GPS OBSERVATIONS IN THE FIELD USING NGS C.O.R.S. (NAVD '88, GEDD 12a)
 FLOODPLAIN:
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48039-C-0440K EFFECTIVELY DATED DECEMBER 30, 2020, THE PROPERTY LIES IN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

MULBERRY FIELDS SUBDIVISION

N WALKER STREET & W MULBERRY STREET
 ANGLETON, TEXAS 77515

ADICO, LLC
 TBPE FIRM NO. F-16423

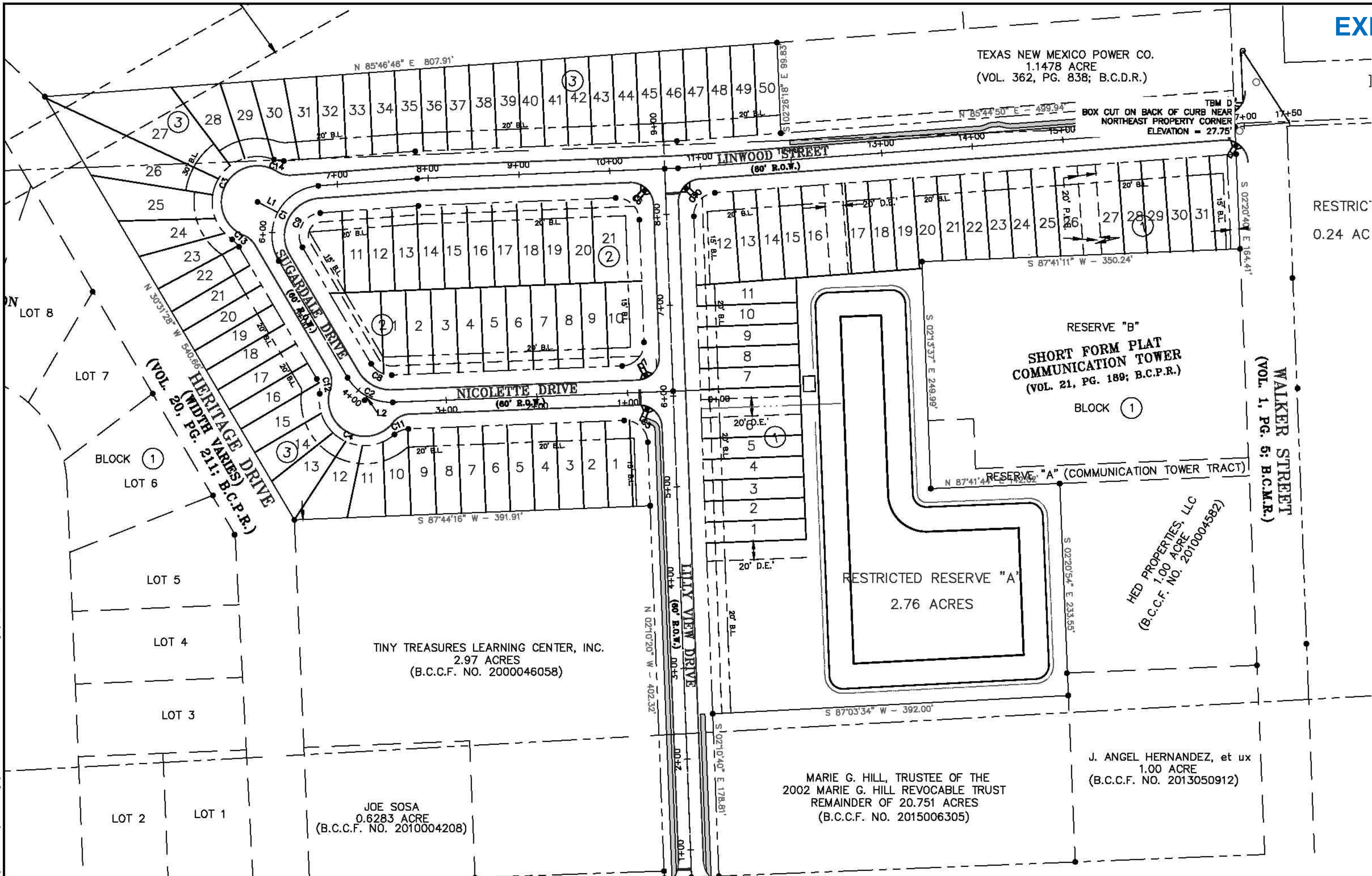
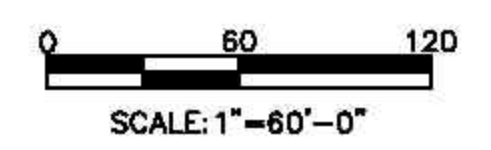
NO.	DATE	REVISION

PROJECT OWNER:
 MULBERRY FIELDS

PROJECT LOCATION:
 MULBERRY FIELDS SUBDIVISION

SITE LAYOUT

ALL PROJECT NO. 21015-01 SHEET NO.
 DRAWN BY: MS
 CHECKED BY: SM
 DRAWING SCALE:
 HORIZ: 1" = 60'
 VERT: NA
 DATE PLOTTED:
 Apr 04, 2023 - 9:08am
 # OF 37



BLOCK 1

LOT #	WIDTH	LENGTH	AREA (SF)
1	23	110	2530
2	23	110	2530
3	23	110	2530
4	23	110	2530
5	23	110	2530
6	23	110	2530
7	23	110	2530
8	23	110	2530
9	23	110	2530
10	23	110	2530
11	23	110	2530
12	45	100	4500
13	25	100	2500
14	25	100	2500
15	25	100	2500
16	25	100	2500
17	25	100	2500
18	25	100	2500
19	25	100	2500
20	26	96	2496
21	26	96	2496

BLOCK 1

LOT #	WIDTH	LENGTH	AREA (SF)
22	26	96	2496
23	26	96	2496
24	26	96.7	2514
25	26	97.6	2538
26	26	98.7	2566
27	25	100	2500
28	25	101	2525
29	25.1	101.5	2548
30	25.3	102	2581
31	25.3	103.4	2616

BLOCK 2

LOT #	WIDTH	LENGTH	AREA (SF)
1	27.5	92.5	2544
2	27.5	92.5	2544
3	27.5	92.5	2544
4	27.5	92.5	2544
5	27.5	92.5	2544
6	27.5	92.5	2544
7	27.5	92.5	2544
8	27.5	92.5	2544
9	27.5	92.5	2544
10	27.5	92.5	2544
11	27.5	90.5	2489
12	27.5	91.5	2516
13	27.5	92.5	2544
14	27.5	92.5	2544
15	27.5	92.5	2544
16	27.5	92.5	2544
17	27.5	92.5	2544
18	27.5	92.5	2544
19	27.5	92.5	2544
20	27.5	92.5	2544
21	26	96	2496

BLOCK 3

LOT #	WIDTH	LENGTH	AREA (SF)
1	27	95	2565
2	27	95	2565
3	27	95	2565
4	27	95	2565
5	27	95	2565
6	27	95	2565
7	27	95	2565
8	27	95	2565
9	27	95	2565
10	28	89	2492
11	32	79	2528
12	35	88	3080
13	30	92	2760
14	30.9	83.6	2583
15	30	91	2730
16	25	100	2500
17	25	100	2500
18	25	100	2500
19	25	100	2500
20	25	100	2500

BLOCK 3

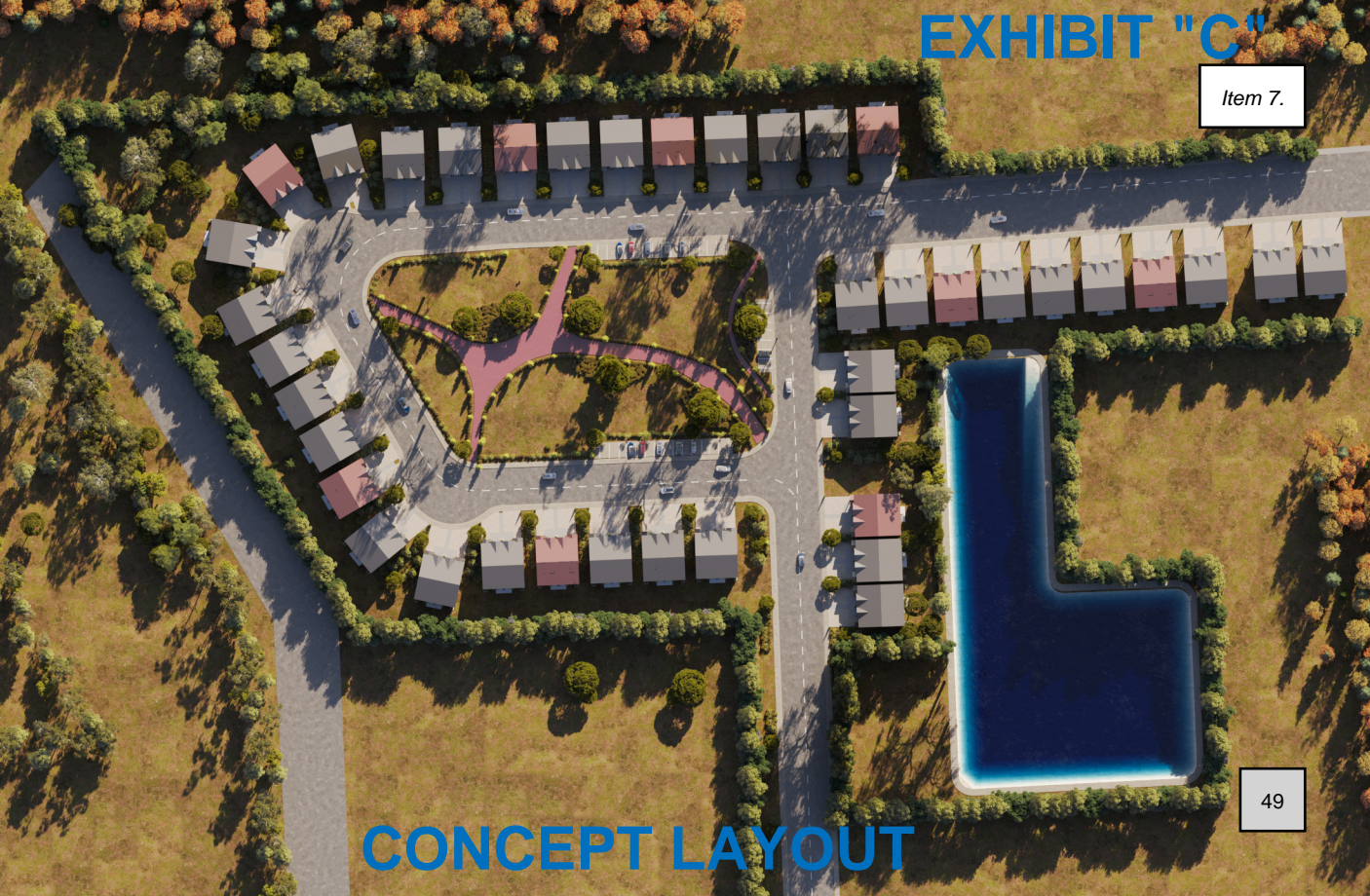
LOT #	WIDTH	LENGTH	AREA (SF)
21	25	100	2500
22	25	100	2500
23	29	97	2813
24	32	99	3168
25	116	37	4292
26	162	41	6642
27	142	50	7100
28	93	32	2976
29	88	31	2728
30	90.5	30	2715
31	29	90	2610
32	29	90	2610
33	29	90	2610
34	28	90	2520
35	27	91	2457
36	27	91.3	2465
37	27	92	2484
38	27	93	2511
39	27	94	2538
40	26	95.5	2483

BLOCK 3

LOT #	WIDTH	LENGTH	AREA (SF)
41	26	95.5	2483
42	26	96.5	2509
43	26	97	2522
44	26	97.5	2535
45	26	99	2574
46	26	99	2574
47	26	99.9	2597
48	26	99.9	2597
49	26	99.9	2597
50	26	99.9	2597

C:\Users\mitchell\Documents\Projects\21015-01 - Mulberry Subdivision\Drawings\ADICO\PROJECTS\21015-01 - Mulberry Subdivision\Drawings\GEOMETRIC LAYOUT REVISED FOR SFA.dwg Apr 04, 2023 - 9:08am mitchell

Item 7.



CONCEPT LAYOUT



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/23/2023

PREPARED BY: Phill Conner, Finance Director

AGENDA CONTENT: Discussion and possible action on a contract with Central Square for the purchase of a records management system for the Police Department.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: \$205,042

FUND: General Fund

EXECUTIVE SUMMARY:

The Police Department has applied for a grant in the amount of \$125,000 towards the purchase of a new records management system. If we are awarded the grant, the City will need to pay the remaining cost for the system. The vendor, Central Square, will allow us to spread the \$205k balance over the next year. We have also received a proposal from Government Capital to finance the \$205k over 3 or 5 years. The first payment to Government Capital will not be due until one year after the loan is approved.

RECOMMENDATION:

Staff recommends that the Council approve the agreement with Central Square.

COMMUNITY DATA PLATFORM MEMBERSHIP PROGRAM

Client: City of Angleton (for the benefit of the Angleton Police Department)

Membership

- A. TriTech offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.
- B. Clients who wish to qualify as a Member Agency must:
 - a. Be a CJIS compliant Law Enforcement Agency
 - b. Agree to contribute data to the Community Data Platform including:
 - i. CAD
 - ii. RMS Incidents
 - iii. RMS Arrests
 - iv. RMS Warrants
 - v. RMS Master Names
 - c. Agree to allow TriTech to share their data with other Member Agencies and third parties as provided in this Agreement
- C. The Member Agency (also referred to herein as “Client”) will receive the following benefits:

Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following:			
	Your Contributed Data	Your State's Participating Agencies	National Participating Agencies
RMS Incidents			
<ul style="list-style-type: none"> • Quickview (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency) 	YES	YES	
CAD Call for Service			
<ul style="list-style-type: none"> • QuickView 	YES		

Free subscription to CrimeMapping.com
Public access to:
Radius searches of crime data from a specified location
Map-based summary of RMS Incident statistics based on crime type, description, location, agency, date
Register for alerts on RMS Incident activity within a certain radius of a location and/or crime type
Map-based citizen/public access to categorized RMS Incidents

A free 90-day trial to the national IQ Search service which includes full detailed searches.

- D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.
- E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that TriTech will process and anonymize data from

the IQ Community Data Platform (the "Aggregate Data") to provide further commercial services for its clients and third parties as described below.

- F. Full search concurrent user licenses can be purchased to increase concurrent user access and search/query builder capabilities.

License

Membership includes a limited non-exclusive, non-transferable license to use the Software and Services, located on TriTech's servers, through Client's computer(s).

The Software and Services provide users an effective set of tools for conducting investigations, monitoring regional crime trends, and increasing transparency to the community.

Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Software and Services available to third parties.

Access and Passwords

- A. Access to IQ Search by Client's authorized end users ("Authorized Users") will require the use of a password. Client is responsible for management and control of passwords for its end users.
- B. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

Termination

- A. This Agreement may be terminated by TriTech upon thirty (30) days' written notice due to a material breach by Client.
- B. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party.

Client Responsibilities

- A. Client will assign a Client Administrator to manage end user access and passwords.
- B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity for data contribution services as well as individual client user access.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness,

accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services.

- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- F. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

Confidentiality

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or Confidential Information without TriTech's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software and Services, TriTech has obtained or will obtain confidential information of Client regarding the business of Client or its customers ("Client Information"). TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. Confidential Information of either Party shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- D. Each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.
- E. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Client Information to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that

TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. In addition, TriTech may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

Ownership and Rights

- A. TriTech owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.
- B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. TriTech shall retain all rights and ownership to the Aggregate Data.
- C. As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Software and Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.
- D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.
- E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

- F. TriTech reserves the right to provide free cloud storage only for those data items viewable as part of the Limited Search Capabilities. Additional data attached to contributions such as video, images, and other document types may induce optional storage fees for cloud retention.

Liability

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.
- E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM.

Assignment

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

Notices

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

To Client:		To TriTech:
City of Angleton		TriTech Software Systems
Attn:		Attn: Contracts
104 Cannan Drive		1000 Business Center Drive
Angleton, TX 77515		Lake Mary, FL 32746

Governing Law

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A.

This Agreement does not include any other TriTech subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

Agreement

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

CITY OF ANGLETON

Accepted By (Signature)

Printed Name

Title

Date

TRITECH SOFTWARE SYSTEMS (a
CentralSquare Technologies, LLC company)

Ron Anderson

Accepted By (Signature)

Ron Anderson

Printed Name

Chief Sales Officer

Title

5/16/23

Date

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

Technical Support Services:

Email Assistance. Client may contact TriTech via email for issues with IQ Search at: CH_ClientServicesTriage@tritech.com; and for CrimeMapping: omega-support@tritech.com during normal Customer Service hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message.

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;

- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation set forth in the online portal(s) used to access the service;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Software License and Service Agreement

Angleton Police Department

Pro Suite Contract

This Software License and Service Agreement (this “Agreement”) entered into as of this ____ day of _____ 20__ by and between the City of Angleton (for the benefit of Angleton Police Department) (“Customer”), having its principal place of business at 104 Cannan Drive, Angleton, TX 77515 and CentralSquare Technologies LLC (“CentralSquare”), having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746. Customer and CentralSquare may also be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, Customer entered into a prior agreement for ONESolution Software products with Superior, a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the ONESolution Software; and

WHEREAS, Customer desires to discontinue use of the ONESolution application(s) and upgrade to the CentralSquare Software identified in Exhibit B to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the ONESolution products being replaced by this Agreement and its Exhibits.

Customer will be part of, and grants access to, a multi-agency system consisting of Customer, Angleton Fire Department and Angleton Area EMS. Angleton Police Department will serve as the hosting agency (production site) for all agencies. In the event that Customer or any of the agencies chooses to move to a standalone system, additional fees will be required for hardware, services, and CentralSquare Software necessary for that agency to be a standalone system, if applicable. Customer understands and acknowledges that Customer is responsible for all applicable fees incurred by each accessing agency, including but not limited to support, and any supplemental purchases.

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear.

2.0 Software Subscription Access

2.1 Access to Software

In consideration of Customer’s payment of the Subscription Fee set forth in *Exhibit B: Pricing Detail*, and

Pro Suite Contract

subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a non-transferable and non-exclusive right to use certain CentralSquare software (the “Software”) identified in *Exhibit B: Pricing Detail* only for Customer’s own business purposes in object code format.

2.2 Copies and Modifications

No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from the Software. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

2.3 CentralSquare Server Access and Restrictions on Usage

Customer will ensure that all CentralSquare Server Hardware is directly network accessible (console level access) to CentralSquare at all times via SSH connection; reverse-tunnel or other secure methods of connection are not permitted except at the discretion of CentralSquare. There shall be no additional authorization or equipment required except as requested by CentralSquare. Cooperation of Customer’s IT department is required with respect to implementation and/or maintenance of the SSH connection. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component or the Pro application by CentralSquare’s DevOps team. This connection is only utilized by CentralSquare’s CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and execution of the managed service component of the Agreement.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party (“Action” herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer’s use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court

Pro Suite Contract

of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software subscription fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software and the use granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or non-Server Hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail*. Except as stated in *Exhibit D: Maintenance Agreement*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Server Hardware to Customer

CentralSquare shall ship Server Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware, and Server Hardware, as well as to perform proper facility preparation and maintenance (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and after installation.

3.3 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay CentralSquare the fees, without deduction or offset, set forth in *Exhibit C: Payment*

Pro Suite Contract

Schedule.

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 Software Acceptance

Customer acknowledges that the CentralSquare Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in Exhibit D: Maintenance Agreement. This provision does not apply to System Acceptance, which will be achieved in accordance with the implementation, acceptance, and Go Live process as defined in the Statement of Work.

3.7 Hardware Acceptance

Customer acknowledges that the Hardware and Server Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.8 Additional Components and Third-Party Applications

Other components (hardware and/or software, collectively "Third-Party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

Unless otherwise established in this Agreement, CentralSquare, its employees and contractors shall not be obligated to install, utilize or otherwise maintain any type of third-party software application for any purposes. This includes, but is not limited to, VPN, MFA, etc., nor shall be obligated to utilize any type of RSA token and functionally similar device for purposes of access to any Customer network, system or data. Customer agrees to waive the use of same if required for network access.

3.9 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

Pro Suite Contract

4.0 Rights and Obligations

4.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the use. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the License granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including PII (Personal Identifiable Information), to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any

Pro Suite Contract

violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information (“Security Approved Personnel”). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form).

4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff’s job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer’s site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer’s site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer’s Maintenance Agreement.

4.4 Termination for Breach

CentralSquare may immediately terminate this Agreement, including all use rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

Pro Suite Contract

4.6 Limited Warranties

4.6.1 Software Warranties

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to grant use of the Software as described in this Agreement.

4.6.1.1 Wireless Service Limitations

Problems in the CentralSquare Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 Hardware and Third-Party Software Warranties

CentralSquare warrants that, at the time of delivery, the Hardware and Server Hardware will be new and unused. CentralSquare will be solely responsible for processing and managing of all Server Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

CENTRAL SQUARE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and CentralSquare that CentralSquare shall not be construed to be, and is not, an employee of Customer. CentralSquare shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. CentralSquare further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- (a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- (b) Professional Liability Insurance: Professional liability insurance with a limit of \$5,000,000 each claim; \$5,000,000 in the aggregate.
- (c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and will include Customer as additional insured

Pro Suite Contract

on all applicable policies.

5.0 Indemnification and Limitation of Liability

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) two times (2x) the contract price; (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises; or (iii) in the case of bodily injury, personal injury, cyber liability or property damage for which defense and indemnity coverage is provided by CentralSquare's insurance carrier, the coverage limits of such insurance.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Term & Termination

6.1 Term

A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. If Client terminates this Agreement at any time during an annual term, Client shall pay one hundred percent (100%) of the remaining fees owed for the term plus implementation fees if not already paid.

B. At the conclusion of the annual term, this Agreement may be renewed on an annual basis, subject to payment of the annual fees and at the mutual written agreement of the parties. (each a "Renewal Term").

6.2 By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written

Pro Suite Contract

notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the use or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the right to use CentralSquare Software.

6.3 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

6.4 Termination without Cause

This Agreement and the Software use granted herein may be terminated by either party by providing notice ninety (90) days prior to the date the next Renewal Term payment is due.

6.5 Post-Termination Obligations

All provisions hereof relating to CentralSquare's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the use of the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all Server Hardware and at CentralSquare's direction, either return or destroy the Server Hardware.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

7.1 Delivery

Upon notice to Customer that the Software, Hardware, and Server Hardware are ready to be delivered, Customer shall ensure that personnel are available to receive the Software, Hardware, and Server Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

Pro Suite Contract**8.0 Miscellaneous****8.1 Force Majeure**

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such party's reasonable control), the actions or omissions of the other party or its employees or agents and/or other similar occurrences beyond the party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The party affected by an Excusable Delay hereunder, shall provide written notice to the other party of such delay as soon as reasonably possible.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Texas, without giving effect to the principles of conflict of law of such state or international treaties.

8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of Brazoria County, Texas, or federal courts with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be

Pro Suite Contract

deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than four (4) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare.

8.13 Intentionally Deleted

8.14 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

Pro Suite Contract

8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Cooperative Purchasing

The parties agree that other public entities may use this Agreement, subject to CentralSquare approval, as a purchasing vehicle for CentralSquare's Software and Services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including, but not limited to: Pricing, and Payment Terms. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency.

8.17 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

8.18 Texas Statutory Provisions

8.18.1 CentralSquare represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the contract, CentralSquare shall promptly notify City.

8.18.2 CentralSquare represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, CentralSquare shall promptly notify City.

8.18.3 CentralSquare verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, CentralSquare shall promptly notify City.

9.0 Definitions

- (a) **Documentation:** All written, electronic, or recorded end user and system administrator

Pro Suite Contract

- documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.
- (b) **Executable Object Code:** Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.
 - (c) **Execution of Agreement:** Date Agreement is signed by all enumerated Parties.
 - (d) **Hardware:** All ancillary hardware, equipment, and other tangible non-Software items not required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement.
 - (e) **Go Live:** The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.
 - (f) **Software:** Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.
 - (g) **Server Hardware:** All hardware, equipment, and other tangible non-Software items required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement listed as “Server Hardware” in *Exhibit B: Pricing Detail*.
 - (h) **Services:** All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.
 - (i) **SSH:** Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.
 - (j) **System:** The Software, Server Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.
 - (k) **Third-Party Software:** Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System

Pro Suite Contract

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

City of Angleton

Signer's Name: _____

Signer's Title: _____

Signature

Date

CentralSquare Technologies, LLC

Signer's Name: Ron Anderson

Signer's Title: Chief Sales Officer

DocuSigned by:

CA1F0996BA0C4F7...

Signature

5/16/23

Date

Pro Suite Contract**Exhibit A: Statement of Work**

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Pro Suite Base	<ul style="list-style-type: none"> • Operating system software • Database software • Master name index • Master address index • Master vehicle index 	<ul style="list-style-type: none"> • Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Administration (Core)	<ul style="list-style-type: none"> • Equipment • Fleet Management • Inventory Management • Purchase Requisitions 	<ul style="list-style-type: none"> • Service Dogs • Policy Manual • Full audit trail • Custom Forms
Administration – Agency Site License	<ul style="list-style-type: none"> • Allows agencies named herein to access and use Customer’s CentralSquare Administration system 	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

CAD (Core)	<ul style="list-style-type: none"> • Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Full audit trail 	<ul style="list-style-type: none"> • Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI
-------------------	---	--

Pro Suite Contract**CAD (Advanced)**

- Alarm Billing
- Alarm Calls
- Nurse Calls
- Scheduled and Recurring Scheduled Calls
- Tow Calls
- Custom Forms
- NCIC Automation
- Basic Paging
- Run Cards and Unit Recommendation
- Unit Specialties
- Web windows

CAD – Agency Site License

- Allows agencies named herein to access and use Customer's CentralSquare CAD system

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping (Core) – Server Based

- Command-line entry
- Drag and drop commands
- Visual status alerts
- User-configurable map layers
- GIS functions with map window closed
- Active calls for service
- Call for service click-through
- Custom map markers
- Address verification
- Faster map functions (compared with non-server version)
- Required for 15 or more AVL units

Mapping – Agency Site License

- Allows agencies named herein to access and use Customer's CentralSquare Mapping system

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping AVL

- Vehicle locations on map
- Call for service integration

Pro Suite Contract

-
- | | |
|--|--|
| Mapping AVL – Agency Site License | <ul style="list-style-type: none"> Allows agencies named herein to access and use Customer’s CentralSquare Mapping AVL system |
|--|--|

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

-
- | | | |
|-----------------------------|--|---|
| Mapping AVL Playback | <ul style="list-style-type: none"> Displays on the map View by time, by unit, by CFS | <ul style="list-style-type: none"> Print or export playback data |
|-----------------------------|--|---|

-
- | | |
|---|---|
| Mapping AVL Playback – Agency Site License | <ul style="list-style-type: none"> Allows agencies named herein to access and use Customer’s CentralSquare Mapping AVL Playback system |
|---|---|

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

-
- | | | |
|---------------------------------------|---|--|
| Jail (Short Term Holding Only) | <ul style="list-style-type: none"> Booking and Release Wizard Cell Occupancy Log Activities Basic Bank Issued Property Medicine | <ul style="list-style-type: none"> Inmate Property Victim Notification Visitor logging Jail Log Shift Log Full audit trail |
|---------------------------------------|---|--|

-
- | | |
|--|---|
| Jail (Short Term Holding Only) – Agency Site Licenses | <ul style="list-style-type: none"> Allows facilities named herein to access and use Customer’s CentralSquare Jail system |
|--|---|

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

-
- | | |
|--------------------|---|
| Mobile Core | <ul style="list-style-type: none"> Grants access to the CentralSquare Mobile application |
|--------------------|---|

Pro Suite Contract

Mobile AVL	<ul style="list-style-type: none"> • Vehicles shown on map 	<ul style="list-style-type: none"> • Call for service integration
Mobile CAD	<ul style="list-style-type: none"> • User-configurable layouts • Day/Night mode • Instant messaging 	<ul style="list-style-type: none"> • Silent dispatch • Bulletins/BOLOS • NCIC queries
Mobile Mapping	<ul style="list-style-type: none"> • Active calls for service • Map Markers • Visual status alerts 	<ul style="list-style-type: none"> • User configurable map layers • Route from current location to CFS location
Mobile Records	<ul style="list-style-type: none"> • Cases • Warrants 	<ul style="list-style-type: none"> • Master index access (including mug shots and alerts)
Public Safety Citizen Reporting (P2C)	<ul style="list-style-type: none"> • Online reporting platform for citizen to report non-emergency incident reports 	<ul style="list-style-type: none"> • Standalone application
Personnel (Core)	<ul style="list-style-type: none"> • Personnel Log 	<ul style="list-style-type: none"> • Full audit trail
Personnel (Advanced)	<ul style="list-style-type: none"> • Commendations • Disciplinary Actions • Positions • Promotions 	<ul style="list-style-type: none"> • Service History • Training • Citizen Feedback
Personnel – Agency Site Licenses	<ul style="list-style-type: none"> • Allows agencies named herein to access and use Customer’s CentralSquare Personnel system 	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Pro Suite Contract**Records (Core)**

- Case Reports
- NIBRS/UCR Submission
- Master Record Notes
- Protection Orders
- Warrants
- Juvenile Referral List
- Pawn Property
- Pistol Permits
- Sex Offenders
- Full audit trail

Records (Advanced)

- Field Identifications
- Expungement
- Intelligence Cases
- Investigative Leads
- Form Requirements
- Tow Calls
- Bicycle Registrations
- Parking Tickets
- Custom Forms

Records - Agency Site License

- Allows agencies named herein to access and use Customer's CentralSquare Records system

Note: Workflow and personnel related items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Reporting (Core)

- Pre-defined reports
- Custom reports
- Ad-hoc reports
- Drag and drop report building
- Export to PDF, XLS, XML, TXT
- Custom data filters
- Statistical analysis
- Scheduled reports
- COMSTAT compatible
- Emailed reports
- Universal Interface Engine

CentralSquare Field Ops

- CJIS compliant mobile device app
- Integrated photo and audio capture tools
- Real-time CFS data access
- Uses existing CentralSquare Suite user credentials

Pro Suite Contract

Community Data Platform (CDP)

- Search engine for CentralSquare Suite CAD and RMS Data
- Up to 10 concurrent users supported
- State-wide data sharing

Pro Suite Contract

1.1 Interfaces

All costs related to CentralSquare's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 CAD – Basic Paging Interface (SMTP/Email) (Export)

This is a one-way interface from CentralSquare CAD. Pages are sent via email and/or SMS from CentralSquare CAD. CentralSquare enables the paging functionality in CAD.

Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.2 CAD – E911 (ANI/ALI) Interface (Import) – CentralSquare to approve vendor

This is a one-way interface from the 911 service provider to CentralSquare CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

- (a) 911 service provider sets up the serial connection from the 911 controller to CentralSquare CAD.
- (b) 911 spill data can be pushed to CentralSquare CAD at a decided upon frequency.
- (c) ALI data meets NENA standards

1.1.3 CAD – Emergency Reporting RMS Interface – (Export)

This is a one-way interface from CS CAD Pro to Emergency Reporting. Upon completion of a Call for Service (CFS) in CAD, an XML file containing CFS details, including applicable unit times, is sent from CAD to a SOAP-based web service managed by Emergency Reporting. Emergency Reporting is responsible for providing the credentials to CentralSquare which are necessary to access and submit files to the web service.

Pro Suite Contract

1.1.4 CAD – Rip and Run Interface (Fax/Email)

This is a one-way interface from CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. CentralSquare provides the connection from CentralSquare Suite to the SMTP server.

Customer will provide CentralSquare with SMTP information for setup and will manage all user configurations

1.1.5 CAD – RapidSOS Integration Subscription Core (Import)

This integration with RapidSOS is dependent on creating a CFS from an ALI spill and on RapidSOS processing and returning caller location information.

This is a one-way interface from RapidSOS to CS CAD Pro. Upon request from the user, CAD calls the RapidSOS API's Location Request function to retrieve the 911 caller's mobile location (latitude and longitude) and reverse-geocoded address. CAD provides options to set the location as the Call for Service (CFS) address, as well as plot within CS Mapping Pro.

CAD integration with RapidSOS is dependent on RapidSOS processing and returning caller location information.

1.1.6 CAD – RapidSOS LEI Integration Subscription Core (Import)

This is a one-way interface from RapidSOS to CS CAD Pro. Upon request from the user, CAD calls the RapidSOS API's Location Request function to retrieve the 911 caller's mobile location (latitude and longitude) and reverse-geocoded address. CAD provides options to set the location as the Call for Service (CFS) address, as well as plot within CS Mapping Pro leading to a more accurate caller location and a faster emergency response.

1.1.7 CAD – Crywolf Interface (Alarm Incidents & Permits Transfer) (Import/Export)

This is a two-way integration between CS CAD Pro and CryWolf. CAD exports a JSON file each day after midnight to an API hosted by CryWolf. This file includes date/time, address, alarm nature, and contact name for all incidents that have an incident code configured for CryWolf. Once per day, CAD will also poll an API for new account data in JSON format from CryWolf. When data from this import matches existing master address records, CAD adds a note the most current matching record. If no records match, then CAD creates a new address record.

1.1.8 Records – NDex Adapter (IA IEPD)

This is an adapter that produces XML that is conformant to the N-DEX Incident/Arrest (IA) IEPD. CS Pro Suite transmits data to the N-DEX web service via CentralSquare's existing N-DEX WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.9 Records – TX Crime Reporting (TIBRS) Interface

This is a one-way interface from CentralSquare Records to TX TIBRS. Customer is able to select cases in CentralSquare Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. CentralSquare creates functionality to support the text file export from CentralSquare Records.

1.1.10 Records – TX CRIS Crash Interface (Import)

This is a one-way interface from the TX DOT's Crash Records Information System (CRIS) to CS Records Pro.

Pro Suite Contract

The CRIS Share interface is an automated export of agency-specific TX CRASH reports that is setup as a web service hosted by TX DOT. Once per hour, accident report data is imported as XML into Records, where users will review and approve the accident records to add them to the accident report log. Accident report printout PDFs and crash diagrams are not available via this interface, but can be retrieved manually by the Customer using the imported TX CRASH ID that is imported from CRIS Share interface.

1.1.11 Records – Tyler Brazos eCitations Interface (Import)

This is a one-way interface from Brazos eCitations to CS Records Pro. Brazos will export eCitations data as XML to a network share hosted by Contractor using the CS Pro XML schema for the exported eCitations data. eCitations data will be imported into CS Records Pro via a process which requires review and approval of each eCitations by a user before the eCitations data is saved to the master citations list in Records.

1.1.12 Records – Tyler Incode Warrants Interface (Import/Export)

This is a two-way interface between CS Warrants Pro and Tyler Technologies Incode Court System. Every 5 seconds CentralSquare polls a network location for new warrants or warrant updates and also exports warrant updates from the agency to the courts. Imports and exports will be in XML format based on Tyler Technologies Incode Court System. Upon import, CentralSquare will attempt to match the name on the warrant against a master name card by an exact first name, last name and date of birth. If unable to match a name, CentralSquare creates a new master name card for the warrant. CentralSquare Technologies is responsible for querying the network share to import records and placing export records for Tyler Technologies to import. Tyler Technologies is responsible for importing citation data exported by CentralSquare. Agency or Court IT will be responsible for creating and maintaining the network share. The CentralSquare warrant export relies on Tyler Technologies' ability to import warrant status updates into the Incode Court System.

1.1.13 Jail – LiveScan/AFIS Interface (Idemia)(Export)

This is a one-way interface from CS Jail Pro to the AFIS network. When an inmate is booked into Jail, a NIST file is sent to the AFIS Livescan device. CentralSquare Technologies creates the web service which sends the NIST file to AFIS.

1.1.14 Pro Suite – Time Synchronization Interface

This is a one-way interface that uses NTP to keep all CentralSquare server's clocks in sync.

1.1.15 Pro Suite – TLETS/NCIC Interface (Basic Queries)

This is a two-way interface between Pro Suite and the CentralSquare-provided NCIC server. The following basic queries will be generated by Pro Suite and passed to the NCIC server: Driver's License, Vehicle Registration, Vehicle Insurance, Boat, Article, Gun, and Driver History. The CentralSquare-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Pro Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data mining results will only be returned for the state in which Customer is located.

1.1.16 Pro Suite – TLETS/NCIC Interface (Criminal History)

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Criminal History Queries

Pro Suite Contract

(AQ, AR, FQ, IQ, QH, QR, QWI, ZR) are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data returns will only be returned for the state in which Customer is located.

1.1.17 Pro Suite – TLETS/NCIC Interface (Warrants)

This is a two-way interface between CS Pro Suite and the STATE message switch. Authorized CS Pro Suite users can perform wanted person submissions to NCIC via the STATE message switch directly from the warrants screen in CS Pro Suite. Contractor will provide the following forms: EW, MDW, CW, XW, LW, QW, QM, EN and XN. Request and return information will be logged to the NCIC tab on the warrants screen in CS Pro Suite, and contain a link to the warrant.

Non- Standard Interfaces

The following interfaces are sold as requiring CentralSquare Development. Immediately after contract signature, the customer shall contact the third-party vendor requesting vendor development information, such as documentation, APIs, sample files, etc. on the Non-Standard Interfaces. It is critical to gather this information within weeks after contract signing. Once the third-party vendor development information has been provided to CentralSquare, CentralSquare will work with the Customer and Vendor on scope requirements prior to development:

1.2 Data Conversion

CentralSquare will provide data conversion services from one (1) of Customer's current software database sources to one (1) CentralSquare database module. For example, Customer's current CAD database will be converted to CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

CentralSquare will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to CentralSquare software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

- (a) MS SQL .bak files with database version and credential information from MSSQL Server 2008R2 or newer
- (b) MySQL .dump or .sql files with database version and credential information
- (c) PostgreSQL .sql files with database version and credential information
- (d) MS Access 2003 or newer .mdb files

Pro Suite Contract

- (e) CSV files with column headers and relationship mapping documentation
- (f) Oracle 10g or newer backup files

1.2.1 OneSolution CAD

Data will be converted into the CentralSquare CAD module from the OneSolution CAD database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the files provided.

1.2.2 OneSolution Records

Data will be converted into the CentralSquare Records module from the OneSolution RMS database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the files provided.

1.2.3 OneSolution Jail

Data will be converted into the CentralSquare Jail module from the OneSolution Jail database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the files provided.

1.2.4 OneSolution Personnel

Data will be converted into the CentralSquare Personnel module from the OneSolution Personnel database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the files provided.

1.2.5 One-Time GIS Data Set Up

In CentralSquare's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, CentralSquare will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized CentralSquare software Go Live.

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with CentralSquare to ensure the data is built according to the desired specifications.

CentralSquare will apply one (1) GIS update per month to the Customer's map as part of this contract.

1.2.6 Mapping – GIS Data Migration and Scrubbing (up to 12 migrations per year)

CentralSquare will provide an initial clean-up of Customer's GIS data for purposes of ensuring that the data will function correctly with CentralSquare software. In addition, CentralSquare will accept monthly GIS data updates from Customer. CentralSquare will then apply those updates to the CentralSquare software.

Pro Suite Contract

2.0 Customer Hardware, Network and Power Requirements

CentralSquare is not responsible for physical installation of the computer hardware required for operating CentralSquare Software. CentralSquare is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

2.1 Server Hardware

1. Three (3) rack-mount servers will be purchased by Customer as part of this agreement.
2. Three (3) CentralSquare Suite servers will be configured as follows:
 - (a) One (1) Production server with Lantronix remote access device
 - (b) One (1) Warm Standby server with Lantronix remote access device
 - (c) One (1) Testing/Training server
3. The server hardware costs are as stated in *Exhibit B: Pricing Detail*.
4. The servers will be installed at the City of Angleton Police Department, TX and a standby location.
5. In addition to the standard CentralSquare Suite operating environment, the Production and Standby servers will have the capability of running the following on a virtual machine:
 - (a) One (1) virtual NCIC server (message switch)
 - (b) One (1) virtual GIS server
6. Ten (10) inches of rack space is required at the primary server location for one (1) CentralSquare Suite Production rack-mounted server (3.5"), one (1) CentralSquare Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").
7. Six and one-half (6.5) inches of rack space is required at the standby server location for one (1) CentralSquare Suite Standby rack-mounted server (3.5") and one (1) Lantronix remote access device (3.0").

2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the CentralSquare Suite Production rack-mounted server, three (3) for the CentralSquare Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

Pro Suite Contract

2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

2.4 Standby Server Network Requirements

1. Four (4) open Ethernet cables and ports to be used by the one (1) CentralSquare Suite Warm Standby rack-mounted server and one (1) Lantronix remote access device.
2. Static IP addresses that includes five (5) for the CentralSquare Suite Warm Standby rack-mounted server and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.5 Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Standby rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Standby rack-mounted server and one (1) Lantronix remote access device.

2.6 Peripheral Hardware

2.6.1 Mobile – Mobile Printer Package (Zebra RW420)

This contract will provide for one (1) mobile printer package that will include one (1) Zebra RW420 (200 dpi, Bluetooth) printer, one (1) six foot USB cable, one (1) auto power adapter, and six (6) rolls of printer paper.

Customer must purchase printer mounts separately.

2.6.2 Records – Property & Evidence Barcode Scanner and Printer Package (Wasp)

This contract will provide for one (1) property and evidence barcode scanner and printer package that will include one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

Pro Suite Contract

3.0 Services

3.1 Project Management

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a CentralSquare Build Team. With assistance from CentralSquare Implementation Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
 - (a) Module Subject Matter Experts (SMEs)
 - (b) Hardware Project Manager
 - (c) CentralSquare Build Team Members
 - (d) Data Conversion Review Team Members
 - (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the CentralSquare project manager
5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

3.1.2 CentralSquare Project Manager and Project Team

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of

Pro Suite Contract

Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

3.2.1 Kickoff Meeting

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 Business Practice Review

During this meeting, the CentralSquare project team works with Customer's build team and will demo CentralSquare Suite modules and guide the agency on their configuration tasks.

3.2.2.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Consultants, via remote online sessions, but is considered a Customer responsibility to complete.

3.2.2.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Consultant. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to CentralSquare software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.

3.2.2.3 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

Pro Suite Contract

CentralSquare software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.

3.2.3 Final System Review

Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.4 Train-the-Trainer and/or End User Training

CentralSquare offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.5 Go Live

CentralSquare provides remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

3.2.6 Software Acceptance

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.2.7 Hardware Acceptance

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.3 Training and Go Live Support

3.3.1 Training

CentralSquare staff will provide for remote training.

3.3.1.1 System Configuration and Training

The first portion of training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

Instructors will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in CentralSquare software that each group needs to know and use.

Pro Suite Contract

3.3.2 Training Resources

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Instructor Resources

1. One (1) computer with a network connection
2. Most recent CentralSquare Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for Instructor

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent CentralSquare Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 Go Live Support

CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be remote for Go Live.

Pro Suite Contract

Item 8.

Exhibit B: Pricing Detail

WHAT SOFTWARE IS INCLUDED?**CAD**

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	2,208.76	- 220.88	1,987.88
2.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	3	0.00		0.00
3.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00		0.00
4.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	6,626.24	- 662.62	5,963.62
5.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	3	0.00		0.00
6.	CAD PS Pro Core Annual Subscription Fee	1	4,418.63	- 441.86	3,976.77
7.	CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00		0.00
8.	CAD PS Pro Emergency Reporting Interface (Export) Annual Subscription Fee	1	1,619.75	- 161.97	1,457.78
9.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00		0.00
10.	CAD RapidSOS Integration Subscription Core Annual Subscription Fee	1	750.00	- 75.00	675.00
11.	CAD RapidSOS LEI Integration Subscription Core (Agency Site License) Annual Subscription Fee	1	1,200.00	- 120.00	1,080.00
12.	CryWolf I/F-Pro: CAD (Alarm Incidents) to CryWolf Annual Subscription Fee	1	0.00		0.00
13.	CryWolf I/F-Pro: CryWolf (Permits Transfer) to CAD Annual Subscription Fee	1	0.00		0.00

CAD Software Subtotal 16,823.38 USD
CAD Software Discount - 1,682.33 USD
CAD Software Total 15,141.05 USD

MAPPING

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
14.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	2,650.50	- 265.05	2,385.45

Pro Suite Contract

15.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	3	103.08		309.24
16.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,472.50	- 147.25	1,325.25
17.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,134.92	- 313.49	2,821.43
18.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	3	235.12		705.36
19.	Mapping PS Pro Core Annual Subscription Fee	1	3,134.90	- 313.49	2,821.41

Mapping Software Subtotal 11,407.42 USD
Mapping Software Discount - 1,039.28 USD
Mapping Software Total 10,368.14 USD

MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
20.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	5	120.00		600.00
21.	Mobile PS Pro AVL Annual Subscription Fee	30	58.90	- 176.70	1,590.30
22.	Mobile PS Pro AVL Annual Subscription Fee	7	58.90	- 41.23	371.07
23.	Mobile PS Pro AVL Annual Subscription Fee	8	58.90	- 47.12	424.08
24.	Mobile PS Pro CAD Annual Subscription Fee	30	132.53	- 397.50	3,578.40
25.	Mobile PS Pro CAD Annual Subscription Fee	7	132.53	- 92.75	834.96
26.	Mobile PS Pro CAD Annual Subscription Fee	8	132.53	- 106.00	954.24
27.	Mobile PS Pro Core Annual Subscription Fee	1	1,472.50	- 147.25	1,325.25
28.	Mobile PS Pro Mapping Annual Subscription Fee	30	214.03		6,420.90
29.	Mobile PS Pro Mapping Annual Subscription Fee	7	214.03		1,498.21
30.	Mobile PS Pro Mapping Annual Subscription Fee	8	214.03		1,712.24
31.	Mobile PS Pro NCIC Annual Subscription Fee	30	0.00		0.00
32.	Mobile PS Pro Records Annual Subscription Fee	30	279.78	- 839.40	7,554.00

Mobile Software Subtotal 28,711.60 USD
Mobile Software Discount - 1,847.95 USD
Mobile Software Total 26,863.65 USD

Pro Suite Contract

PERSONNEL

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
33.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	662.45	- 66.24	596.21
34.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
35.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
36.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
37.	Personnel PS Pro Core Annual Subscription Fee	1	0.00		0.00
Personnel Software Subtotal					662.45 USD
Personnel Software Discount					- 66.24 USD
Personnel Software Total					596.21 USD

RECORDS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
38.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,472.50	- 147.25	1,325.25
39.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	4,417.50	- 441.75	3,975.75
40.	Records PS Pro Core Annual Subscription Fee	1	2,209.00	- 220.90	1,988.10
41.	Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00		0.00
42.	Records PS Pro TX Crime Reporting (TIBRS) Interface Annual Subscription Fee	1	0.00		0.00
43.	Records PS Pro TX CRIS Crash Interface (Import) Annual Subscription Fee	1	2,651.25	- 265.12	2,386.13
44.	Records PS Pro Tyler Brazos eCitations Interface (Import) Annual Subscription Fee	1	4,418.63		4,418.63
45.	Records PS Pro Tyler Incode Warrants Interface (Import and Export) Annual Subscription Fee	1	4,418.63	- 441.86	3,976.77
Records Software Subtotal					19,587.51 USD
Records Software Discount					- 1,516.88 USD
Records Software Total					18,070.63 USD

SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
46.	PS Pro Esri Server License Annual Subscription Fee	1	1,788.00	1,788.00
47.	PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00

Pro Suite Contract

48.	PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
49.	PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
50.	PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00

Servers Software Total 1,788.00 USD

SHORT TERM HOLDING

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
51.	Jail PS Pro LiveScan/AFIS Interface (Export) Annual Subscription Fee	1	1,976.60	- 197.66	1,778.94
52.	Jail PS Pro Short Term Holding Only (Agency Site License) Annual Subscription Fee	1	425.30	- 42.53	382.77
53.	Jail PS Pro Short Term Holding Only Annual Subscription Fee	1	3,240.33	- 324.03	2,916.30

Short Term Holding Software Subtotal 5,642.23 USD
Short Term Holding Software Discount - 564.22 USD
Short Term Holding Software Total 5,078.01 USD

SUITE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
54.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	669.50	- 66.95	602.55
55.	Administration PS Pro Core Annual Subscription Fee	1	1,178.00	- 117.80	1,060.20
56.	Community Data Platform Annual Subscription Fee	1	0.00		0.00
57.	PS Pro Reporting Core Annual Subscription Fee	1	0.00		0.00
58.	PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00		0.00
59.	PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00		0.00
60.	PS Pro TLETS/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,267.18		4,267.18
61.	PS Pro TLETS/NCIC Interface (Criminal History) Annual Subscription Fee	1	387.93		387.93
62.	PS Pro TLETS/NCIC Interface (Warrants) Annual Subscription Fee	1	3,103.40		3,103.40
63.	Public Safety Citizen Reporting Annual Subscription Fee	1	2,500.00		2,500.00

Suite Software Subtotal 12,106.01 USD
Suite Software Discount - 184.75 USD
Suite Software Total 11,921.26 USD

Pro Suite Contract

Item 8.

SOFTWARE SUMMARY

Software Subtotal	96,728.60 USD
Software Discount	- 6,901.65 USD
Software Total	89,826.95 USD

WHAT SERVICES ARE INCLUDED?
SERVICES

DESCRIPTION	TOTAL
1. Public Safety Consulting Services - Fixed Fee	38,610.00
2. Public Safety Data Conversion Services - Fixed Fee	69,225.00
3. Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
4. Public Safety Project Management Services - Fixed Fee	40,170.00
5. Public Safety Technical Services - Fixed Fee	35,880.00
6. Public Safety Training Services - Fixed Fee	18,720.00

Services Total 210,405.00 USD

SUITE

DESCRIPTION	TOTAL
7. Organizational eLearning Subscription Plan	12,000.00

Suite Services Total 12,000.00 USD

SERVICES SUMMARY

Services Total	222,405.00 USD
-----------------------	-----------------------

WHAT HARDWARE IS INCLUDED?

HARDWARE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Mobile Printer Package (Zebra) Hardware	1	896.00	896.00
2.	PS Pro - Barcode Scanner and Printer Pack (Wasp) Hardware	1	923.00	923.00

Hardware Total 1,819.00 USD

SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
3.	PS Pro Production Server Annual Subscription Fee	1	6,100.00	6,100.00
4.	PS Pro Training/Testing Server Annual Subscription Fee	1	4,401.60	4,401.60
5.	PS Pro Warm Standby Server Annual Subscription Fee	1	5,489.60	5,489.60

Servers Hardware Total 15,991.20 USD

Pro Suite Contract

Item 8.

HARDWARE SUMMARY

Hardware Total	17,810.20 USD
-----------------------	----------------------

QUOTE SUMMARY

Software Subtotal	96,728.60 USD
--------------------------	---------------

Services Subtotal	222,405.00 USD
--------------------------	----------------

Hardware Subtotal	17,810.20 USD
--------------------------	---------------

Quote Subtotal	336,943.80 USD
-----------------------	----------------

Discount	- 6,901.65 USD
-----------------	----------------

Quote Total	330,042.15 USD
--------------------	-----------------------

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	117,818.15

Pro Suite Contract**Exhibit C: Payment Schedule**

The total amount of this contract is **\$330,042.15**.

Customer must pay all applicable support fees for its existing ONESolution system up to the date of Go Live for the CentralSquare software in order to receive the upgrade discount.

The amounts due under this contract are as follows:

Upon contract execution – Hardware and Services	\$125,000.00
Due October 15 th – Hardware and Services	\$63,121.50
Due at Go Live – Hardware and Services	\$24,102.50
Annual Subscription Fee – due upon Go Live	\$117,818.15

CentralSquare shall deliver to Customer an invoice: (a) within thirty (30) days of completion of the corresponding milestone as evidenced above; and (b) thirty (30) days prior to each Anniversary Date for each annual Subscription Fee. All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, Customer shall pay the entire non-disputed portion of any such invoice.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge in accordance with Section 3.5 of this Agreement. After the fourth anniversary of Go Live, the annual subscription fee shall increase by an amount not to exceed 5%.

The remittance address for payments only is:

CentralSquare Technologies
12709 Collection Center Drive
Chicago, IL 60693

Pro Suite Contract

Exhibit D: Support Addendum

1.0 Term

Support will be provided in accordance with this Support Addendum for the Term of the Agreement so long as all Subscription Fees are current and paid in full.

2.0 Software Updates

While this Agreement remains in full force and effect, CentralSquare will maintain the Software by providing software updates and/or enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

CentralSquare will install software updates remotely. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Software updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products provided under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different platforms (premise, hosted, cloud), different windowing system platforms, or different operating system platforms
2. New functions such as new modules, interfaces, components, products, or applications.

3.0 Hardware Updates

Server Hardware updates consist of different types of hardware changes ranging from hardware replacement (such as replacing a hard disk), to hardware additions and hardware updates. Server Hardware updates require physical access to the servers. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Hardware updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

Pro Suite Contract

4.0 Support

4.1 General Support

CentralSquare shall provide phone and email support for the Software licensed under this Agreement and shall maintain a support center database to track any reported issues. Customer is required to accept and maintain updates to a supported version of the application(s) in order to maintain access to support services. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for CentralSquare Suite customers.

4.2 Remote Support

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

VPN usage to connect to customer environments is prohibited. If previously contractually mandated, all costs associated with CentralSquare's use of any technological device to mitigate against the risk of such connection shall be the responsibility of Customer. This includes but is not limited to jumpboxes, virtual machines, etc. Any access to Customer's system and/or data shall be through the use of CentralSquare's unique user SSO credentials, and all such access must be capable of being logged in accordance with FBI CJIS Security Policy.

4.3 GIS Data Maintenance

GIS data updates and maintenance are defined as changes to the GIS data based on actual additions or changes to points (e.g. addresses), lines (e.g. roads), or layers (e.g. Emergency Service Zones) that occur after the date of the software install.

CentralSquare will provide one (1) GIS update per month as part of this contract.

4.4 Server Hardware Maintenance

CentralSquare will maintain the Server Hardware necessary to host the Software. This does not include any hardware except the CentralSquare Technologies' supplied Server Hardware. "Server Hardware Maintenance" is defined as ensuring the operating system and/or applications as installed are current and up to date.

A standby server is available for purchase by customer. This server replicates the production environment and is available to the customer for use in the event of a hardware and/or software failure of the production server. The training server is similar to the production server but it is not a mirror image of same. The training server cannot be utilized as a production server or other means to support the agency with respect to the Pro application and/or interfaces thereto in the event of a hardware failure of the production server.

Pro Suite Contract

In the event of a hardware and/or software failure, if the customer does not purchase a standby server, the customer acknowledges that the customer will be down for an extended period of time which could include, but not be limited to, an extended period of time while replacement hardware and/or software is attained and/or configured for use.

4.5 Customer Responsibilities

4.5.1 Access to Premises

Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

4.5.2 CentralSquare Server Access

Customer will ensure that all CentralSquare Server Hardware are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by the CentralSquare Technologies DevOps team. This connection is only utilized by CentralSquare Technologies' CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

4.5.3 Network Configuration Notification Requirements

Customer shall notify CentralSquare regarding all updates to Customer's network configuration, firewall changes, and IP address updates with a minimum twenty-four (24) hour notice prior to implementation of such changes.

4.5.4 System Administrator

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

4.5.5 Security

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

4.5.6 System Updates

Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/23/23

PREPARED BY: Michelle Perez

AGENDA CONTENT: Presentations by candidates who completed an application to fill the unexpired term of Council Member, Position 3.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

John Wright was elected Mayor in the May 6, 2023, General Election, leaving an unexpired vacancy for Council Member, Position 3 to expire May 2024.

The City notified the public of the open position and a total of 9 applications were received by the following candidates: (Deadline to apply is EOD 5/22/23 and more applicants could possibly be added)

1. Mindy Burch
2. Gary Dickey
3. Faye Gordon
4. Andrew Heston
5. Jaime Moreno
6. Terry Roberts
7. Tanner Sartin
8. Blaine Smith
9. Brandon Turner

Each candidate will have 2 minutes to speak on the questions below. They will speak in the alphabetical order listed above.

1. Why are you interested in serving on City Council?
2. What are the primary issues facing the City of Angleton?
3. If selected, do you seek to run for re-election next year?

RECOMMENDATION:

City Manager's recommendation for the special appointment meeting is to have each Council member ask a question that will be asked to each candidate for response after their two minutes.

Have a backup in case the question has already been asked previously. This will help with fair treatment of all candidates. After all candidates have spoken and answer questions, we move into executive session and recall the top 2-3 for additional questions in executive session. You can choose to postpone if not ready or make a decision after executive session.

CITY OF ANGLETON, TEXAS BOARDS & COMMISSIONS APPLICATION



First Name * Mindy

Last Name * Burch

Address *

Street Address

[Redacted]

Address Line 2

City

Angleton

Postal / Zip Code

77515

State / Province / Region

Texas

Country

USA

Email *

[Redacted]

Phone Number *

[Redacted]

Employer *

Brazoria County

Occupation *

Senior Buyer/Supervisor, Purchasing Department

Business Address *

Street Address

[Redacted]

Address Line 2

City

Angleton

Postal / Zip Code

77515

State / Province / Region

Texas

Country

USA

Position *

City Council

Resident* How long have you been a resident of Angleton?
47 years

Qualified Voter* Are you a qualified voter of the City of Angleton?
 Yes No

Background* Give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.
I am married to Jeremy Burch and have two children, Lane (21) and Tynlee (12). I am proud to say I have lived in Angleton all my life. I graduated from Angleton High School and have an Associate of Applied Science degree from Brazosport College. I have NIGP CPPB and NIGP-CPP procurement certifications. I have worked for Brazoria County since 1999, with 20 years of that being in procurement. I also have approximately 3 years of additional procurement experience in the private sector. I am a member of Life4square church in Angleton and served on their financial council for a full 4-year term from 2019-2022. I continue to serve in multiple areas of the church.

Intention* State why you want to serve the City of Angleton as a member of a board, commission or committee. Use attachments if necessary.
With living in Angleton my entire life, I would love the opportunity to serve on City Council to make others proud of this city also. I have a heart to serve and help others. My procurement background gives me a wealth of knowledge, which would be an asset to our city. I love Angleton's small-town feel, but see areas of needed improvement, whether it be for our citizens or city employees, and am for growth that is reasonable to better our community. I have seen the progression of our city moving forward, with the help of the current and past City Council members, and I would love to be part of that going forward.

File Upload

Currently Serving* Do you currently serve on a City of Angleton Board/Commission?
 Yes No

Community Activity* Are you involved in any community activities?
 Yes No

Activity List* If so, which one(s)?
Life4Square Church hosts many community activities throughout the year.

Relatives*

Do you have relatives who work for the City of Angleton?

Yes No

Relative List*

If so, who?

Lane Burch, my son, volunteers for Angleton Fire Department.

Compensation*

Do you receive any direct compensation from the City of Angleton?

Yes No

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature*

Mindy Burch

Date

5/20/2023

Office Use Only

Assigned Position

Position Appointed

Date Appointed

Term Starts

Term Expires

CITY OF ANGLETON, TEXAS BOARDS & COMMISSIONS APPLICATION



First Name *

Gary

Last Name *

Dickey

Address *

Street Address

[Redacted]

Address Line 2

City

Angleton

Postal / Zip Code

77515

State / Province / Region

TX

Country

United States

Email *

[Redacted]

Phone Number *

[Redacted]

Ex: 555-555-5555

Employer *

US Government

Occupation *

IT Program Manager

Business Address *

Street Address

[Redacted]

Address Line 2

City

Angleton

Postal / Zip Code

77515

State / Province / Region

TX

Country

United States

Position *

City Council

Resident*

How long have you been a resident of Angleton?

Qualified Voter*

4 years

Are you a qualified voter of the City of Angleton?

Yes No

Background*

Give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.

I am a full-time federal government employee with the US Department of the Treasury since 2017. Prior to this I was with the US Department of Defense at Ft Hood, TX and prior to that I was active-duty military.

I was born in Sherman, TX (Grayson County) and grew up in Howe, TX from K-12. I attended college at Grayson County Jr College and then Tarleton State University in Stephenville, TX where I earned my Bachelor’s Degree in Kinesiology (Physical Fitness/Education) and my commission from the Reserve Officer Training Corps (ROTC) program in 1990.

I entered the US Army as an Infantry Officer in 1990 and after schooling at Ft Benning was stationed at Schofield Barracks, HI. I then transitioned to a Military Intelligence Officer and after schooling at Ft Huachuca, AZ I was stationed at Ft Hood, TX. I transitioned from active duty in 2000 into the US Army Reserves where I served another 18 years and two mobilizations (one combat tour) until retirement as a Lieutenant Colonel in 2018.

My wife and I wanted to be closer to the beach so I asked to transfer to the Houston office and we began house-hunting in Brazoria County and finally found our home in Angleton. My wife is a Licensed Massage Therapist (LMT) and runs Sunflower Massage out of our house on Shady Lane. She is also a group exercise instructor and was able to get hired on as a private contractor with Angleton Parks and Rec as an instructor at the Angleton Rec Center.

I have been a Freemason for 30 years and have transferred my membership to the Angleton Lodge #829 where I am currently Senior Deacon and set to become Treasurer for the next year. I have also joined the local Angleton American Legion post and am a “Blue Cap” (officer) there.

I earned my MBA from Columbia Southern University online in 2018. I am also trained as a Lean Six Sigma – Black Belt. I have earned certification as a Contracting Officer Representative (COR) level III, Information Technology (IT) level III, and Program Management (PM) level II from the Defense Acquisition University (DAU).

I joined the Texas State Guard in 2021, was promoted to Colonel last year, and am currently the Deputy Commander for 2nd Brigade (with Chris Whittaker), which serves the greater Houston area in times of crisis/disaster relief. I earned my Military Emergency Management Specialist (MEMS) badge in 2021.

I have served on the Houston Livestock Show & Rodeo (HLSR) for the past 3 years. 2 years with the Directions & Assistance (D&A) Committee and this past year with the Rodeo Operations Committee (ROC).

In my spare time I love playing with my grandkids and riding my motorcycle. I am a member of the Iron Order Motorcycle Club, Freemason’s Riding Club, and the American Legion Riders.

Intention *

State why you want to serve the City of Angleton as a member of a board, commission or committee. Use attachments if necessary.

I believe that with my skills and accumulated life experiences that I could apply these to serving the people/city of Angleton and provide a positive contribution. I thank you for your time and your consideration.

File Upload

Currently Serving *

Do you currently serve on a City of Angleton Board/Commission?

Yes No

Community Activity *

Are you involved in any community activities?

Yes No

Activity List *

If so, which one(s)?

Angleton Masonic Lodge #829; Angleton American Legion post 421

Relatives *

Do you have relatives who work for the City of Angleton?

Yes No

Relative List *

If so, who?

Wife, Susie Dickey

Compensation *

Do you receive any direct compensation from the City of Angleton?

Yes No

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature *

Gary Don Dickey

Date

5/10/2023

Office Use Only

Assigned Position

Position Appointed

Date Appointed

Term Starts

Term Expires

CITY OF ANGLETON, TEXAS BOARDS & COMMISSIONS APPLICATION



First Name * Faye (Edlena)

Last Name * Gordon

Address * Street Address

[Redacted]

Address Line 2

City

Angleton

Postal / Zip Code

77515

State / Province / Region

Tx

Country

USA

Email *

[Redacted]

Phone Number *

[Redacted]

Employer * Self

Occupation * Attorney

Business Address * Street Address

[Redacted]

Address Line 2

City

Angleton

Postal / Zip Code

77515

State / Province / Region

Tx

Country

USA

Position * City Council

Resident*

How long have you been a resident of Angleton?
44 years

Qualified Voter*

Are you a qualified voter of the City of Angleton?
 Yes No

Background*

Give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.

I am married to Terry Gordon and we have two children, Sadiki Gordon and Jamila Gordon Hernandez. We have two grand daughters.

I hold Degrees in the following areas:

Bachelor of Education in Business and English

Master's Degree in Public Administration

Jurisdiction Doctorate in Law

Broad specialization in Family Law and Child Welfare

I have contributed my commitment to serving my community by serving on numerous boards. Including Making Angleton Beautiful; Brazoria County Head

Start; Brazoria County Women's Center.

I am a member of First Missionary Baptist Church and Delta Sigma Theta Sorority, Inc.

Intention*

State why you want to serve the City of Angleton as a member of a board, commission or committee. Use attachments if necessary.

Within the last 40 plus years I have witnessed the transformation of what was considered by some as a bedroom community into a vibrant, diverse city. Angleton's growth is imminent. I want to ensure that this growth is orderly; that there is sufficient infrastructure to adequately provide for our residents; a tax base that is not overly burdensome; a school system that will continue to be exemplary; that residents are safe and protected; and Angleton's culture remains intact.

If appointed, this will be my focus.

File Upload

Currently Serving*

Do you currently serve on a City of Angleton Board/Commission?
 Yes No

Community Activity*

Are you involved in any community activities?
 Yes No

Activity List *

If so, which one(s)?

See above

Relatives *

Do you have relatives who work for the City of Angleton?

Yes No

Compensation *

Do you receive any direct compensation from the City of Angleton?

Yes No

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature *

Faye Gordon

Date

5/19/2023

Office Use Only

Assigned Position

Position Appointed

Date Appointed

Term Starts

Term Expires

CITY OF ANGLETON, TEXAS BOARDS & COMMISSIONS APPLICATION



First Name* Andrew

Last Name* Heston

Address* Street Address

[Redacted]

Address Line 2

City

Angleton

Postal / Zip Code

77515

State / Province / Region

TX

Country

United States

Email*

[Redacted]

Phone Number*

[Redacted]

Ex: 555-555-5555

Employer* Brazoria County

Occupation* Assistant District Attorney

Business Address* Street Address

[Redacted]

Address Line 2

Suite 408A

City

Angleton

Postal / Zip Code

77515

State / Province / Region

Texas

Country

USA

Position* City Council

Resident* How long have you been a resident of Angleton?
7 years

Qualified Voter* Are you a qualified voter of the City of Angleton?
 Yes No

Background* Give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.

I have a BA in Classical Archaeology and Latin from the University of Texas at Austin and a JD from Texas Tech University School of Law.

I've spent the last 7 years at the Brazoria County District Attorney's Office learning the ins and outs of local government. This has given me hands on experience with public procurement, grant administration, the Open Meetings Act, the Public Information Act, code enforcement, development regulations, interactions with state agencies, and the legislative process. Furthermore, my experience has been here in Brazoria County so I'm aware of the particular physical, political, and regulatory landscape that the City of Angleton must operate within.

Intention* State why you want to serve the City of Angleton as a member of a board, commission or committee. Use attachments if necessary.

I would like to serve on City Council because it would allow me to put the skills I've developed to use for the good of my community. Our city faces significant challenges as our population increases. We must both maintain and expand our infrastructure, a significant investment. My time at the County has shown me the pitfalls of such projects on every scale. I also believe I have the qualifications to aggressively, but realistically, deal with developers, businesses, and government agencies to make sure that Angleton gets the best deal in any situation.

File Upload

Currently Serving* Do you currently serve on a City of Angleton Board/Commission?
 Yes No

Community Activity* Are you involved in any community activities?
 Yes No

Relatives* Do you have relatives who work for the City of Angleton?
 Yes No

Compensation* Do you receive any direct compensation from the City of Angleton?
 Yes No

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature* *Andrew Heston*

Date 5/13/2023

Office Use Only

Assigned Position

Position Appointed

Date Appointed

Term Starts

Term Expires

CITY OF ANGLETON, TEXAS BOARDS & COMMISSIONS
APPLICATION



First Name * Jaime

Last Name * Moreno

Address * Street Address

[Redacted]

Address Line 2

City

Angleton

Postal / Zip Code

77515

State / Province / Region

TX

Country

United States

Email *

[Redacted]

Phone Number *

[Redacted]

Ex: 555-555-5555

Employer * Brazosport ISD

Occupation * Educator

Business Address * Street Address

[Redacted]

Address Line 2

City

Freeport

Postal / Zip Code

77541

State / Province / Region

TX

Country

United States

Position * City Council

Resident* How long have you been a resident of Angleton?

Qualified Voter* 42 years
Are you a qualified voter of the City of Angleton?

Yes No

Background* Give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.

I am a educator of 14+ years. I was born and raised in Angleton and have lived here for most of my life. I am married for 22 years and have two boys and we have hosted exchange students for the past 7 years. I have served as the co chair for the 2022 charter review commission, parks and board member for the past 3 years and currently serve as the chair for the board, and I currently serve on the ABLC board.

Intention* State why you want to serve the City of Angleton as a member of a board, commission or committee. Use attachments if necessary.

As a native resident of Angleton, I have always dine my part to give back to my community. I have been honored to be part of the parks board and worked hard at the charter review commission. These and the many other opportunities I have had in and around the community are why I want to continue to give back to the town that raised me.

File Upload

Currently Serving* Do you currently serve on a City of Angleton Board/Commission?

Yes No

Serving List* If so, which one(s)?

Park and Rec board, ABLC

Community Activity* Are you involved in any community activities?

Yes No

Relatives* Do you have relatives who work for the City of Angleton?

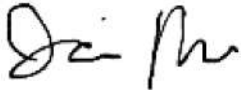
Yes No

Compensation* Do you receive any direct compensation from the City of Angleton?

Yes No

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature*



Date

5/13/2023

Office Use Only

Assigned Position

Position Appointed

Date Appointed

Term Starts

Term Expires

CITY OF ANGLETON, TEXAS BOARDS & COMMISSIONS
APPLICATION



First Name* Terry

Last Name* Roberts

Address*
 Street Address
 [Redacted]
 Address Line 2
 City Angleton State / Province / Region TX
 Postal / Zip Code 77515 Country United States

Email* [Redacted]

Phone Number* [Redacted]
Ex: 555-555-5555

Employer* Kelly Services for The Dow Chemical Co.

Occupation* Instrument/Electrical Project Coordinator

Business Address*
 Street Address
 [Redacted]
 Address Line 2
 City Freeport State / Province / Region Tx
 Postal / Zip Code 77515 Country USA

Position* City Council

Resident *

How long have you been a resident of Angleton?
> 50 years

Qualified Voter *

Are you a qualified voter of the City of Angleton?
 Yes No

Background *

Give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.

Graduated from Angleton High School, attended Brazosport College and University of Houston. Retired from Dow Chemical, continued in the same job the next week working for Kelly Services. The majority of my work has focused on Instrumentation and Electrical Engineering, but have also been involved heavily in Civil and Piping work along with working with multi-million dollar projects. I believe my background will help to understand some of the issues that the city is currently facing with infrastructure and new growth and help set priorities accordingly and with alignment to the budget. I have served (current) on the Adjustment and Parks Board, past Board member of Little League, including President, currently involved with a Committee for Boys & Girls Club, and have been involved in the past with Angleton Chamber of Commerce and Christmas on the Square. I am aware of current issues that the City is facing. Some of my projects also involved working with Velasco Drainage District and necessary paper work and presentations for permits.

Intention *

State why you want to serve the City of Angleton as a member of a board, commission or committee. Use attachments if necessary.

I would like to serve on City Council so I can continue being involved with the community. My views are similar to current Council Members, and I feel like I would help support some of the current programs and Initiatives without conflict. I also understand some of the main issues as Angleton struggles supporting what we currently have (Infrastructure) and our new growth and funding to support them. I do like the agreement we have with the County for savings on road repair and would like to see if there are other opportunities where we can partner up to reduce costs. If appointed, I would run again for the office next year. I have currently agreed to stay on as a Consultant in my present job, which will reduce my work hours and provide more time to be involved in Community Affairs. I believe Angleton is a great place to live and has a good school system along with our Parks and future projects, will only get better.

File Upload

Currently Serving *

Do you currently serve on a City of Angleton Board/Commission?
 Yes No

Serving List* If so, which one(s)?
Adjustment, Parks

Community Activity* Are you involved in any community activities?
 Yes No

Activity List* If so, which one(s)?
Boys and Girls Club

Relatives* Do you have relatives who work for the City of Angleton?
 Yes No

Compensation* Do you receive any direct compensation from the City of Angleton?
 Yes No

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature* *Terry Roberts*

Date 5/11/2023

Office Use Only

Assigned Position

Position Appointed

Date Appointed

Term Starts

Term Expires

CITY OF ANGLETON, TEXAS BOARDS & COMMISSIONS
APPLICATION



First Name * Tanner

Last Name * Sartin

Address * Street Address

[Redacted]

Address Line 2

City

Angleton

Postal / Zip Code

77515

State / Province / Region

TX

Country

USA

Email *

[Redacted]

Phone Number *

[Redacted]

Employer * T. F. Hudgins, Inc.

Occupation * Account Manager

Business Address * Street Address

[Redacted]

Address Line 2

City

Angleton

Postal / Zip Code

77515

State / Province / Region

TX

Country

USA

Position * City Council

Resident *

How long have you been a resident of Angleton?

38

Qualified Voter *

Are you a qualified voter of the City of Angleton?

 Yes No

Background *

Give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.

Currently, I sit at the helm of the largest industrial product sales territory in a multi-billion-dollar global organization. I specialize in the reliability of gas compressors, turbomachinery and related equipment as an account manager. This position allows me to engage with people of diverse backgrounds and cultures at multiple levels of corporate leadership across the Texas mid-coast region.

I attended but did not graduate from Angleton High School. After quickly obtaining a GED, I attended Brazosport College for multiple technical preparation courses along with basic educational classes. Additionally, I began studying independently, a hobby I continue to this day.

While I have worked in lawn service, the food industry, and home-building, I started my career as an industrial tradesman working with my hands for contract organizations. Over the past two and a half decades, I have worked to become an industry focal point. Most recently, I was employed by Dow as a mechanical reliability lead. Through diligent labor, a powerful work ethic, and a "can-do" attitude, I have elevated my career.

Throughout my career, I have utilized my abilities to train others, encouraging them to reach personal and professional goals. I also work and partner with local small businesses to aid with business development and growth. Altogether, my eclectic experiences coalesce into a well-rounded individual with a wealth of knowledge and abilities who can communicate and work with a wide variety of individuals, groups, businesses, and corporations. I excel at reviewing/learning information, researching, collaborating, compromising, staying on task, and finding solutions. Each of these attributes would guarantee that I would be an indispensable asset for Angleton city council.

Intention *

State why you want to serve the City of Angleton as a member of a board, commission or committee. Use attachments if necessary.

I feel I am a valid representation of a large percentage of our community. Many individuals in Angleton possess a similar educational and work background. I am a lifelong member of the First United Methodist Church and the Brazoria County Cattlemen's Association. As a third generation Angletonian with four kids, I have the highest motivation to ensure the best for our city.

Serving on city council will allow me to help preserve the Angleton that we all love while making changes for the better. I want to promote objectives that represent the majority of the people who live in our city. A firm believer in the mantra "be the change you wish to see," I also feel it's necessary to be involved in the influential aspects of life. It is important to engage with situations that can affect you instead of leaving it up to "someone else." The decision to apply for a position on city council has not been made in haste, but rather I've been pondering it for a while. The current council seems to work well together, and I have no intention of disrupting the productive flow. I do not have any secret agendas nor do I hold any grudge against any person or business. I'm truly invested in Angleton.

Overall, I have a vested desire to see our town and its citizens prosper. My family has lived here for generations with plans to stay for many more. A position on city council will allow me to continue the precedent of securing Angleton as the heart of Brazoria County.

File Upload

Currently Serving *

Do you currently serve on a City of Angleton Board/Commission?

Yes No

Community Activity *

Are you involved in any community activities?

Yes No

Activity List *

If so, which one(s)?

BC Cattlemen's Association, First United Methodist Church, I regularly sponsor fundraisers and youth sports activities

Relatives *

Do you have relatives who work for the City of Angleton?

Yes No

Compensation *

Do you receive any direct compensation from the City of Angleton?

Yes No

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature *

T. SWANSON

Date 5/13/2023

Office Use Only

Assigned Position

Position Appointed

Date Appointed

Term Starts

Term Expires

CITY OF ANGLETON, TEXAS BOARDS & COMMISSIONS
APPLICATION



First Name * Blaine

Last Name * Smith

Address *
Street Address
[Redacted]
Address Line 2

City State / Province / Region
Angleton Tx
Postal / Zip Code Country
77515 United States

Email * [Redacted]

Phone Number * [Redacted]
Ex: 555-555-5555

Employer * Tirefly

Occupation * Manager

Business Address *
Street Address
[Redacted]
Address Line 2

City State / Province / Region
Lake Jackson Tx
Postal / Zip Code Country
77566 United States

Position * City Council

Resident* How long have you been a resident of Angleton?

Qualified Voter* 28 Are you a qualified voter of the City of Angleton?

Yes No

Background* Give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.

I currently serve on board of adjustments and parks board

Intention* State why you want to serve the City of Angleton as a member of a board, commission or committee. Use attachments if necessary.

I am passionate about the community I have grown up in and raising my child in. I ran for city council in 2022

File Upload

Currently Serving* Do you currently serve on a City of Angleton Board/Commission?

Yes No

Serving List* If so, which one(s)?

Board of adjustments parks board

Community Activity* Are you involved in any community activities?

Yes No

Activity List* If so, which one(s)?

Angleton Danbury lions club. Brazoria county young Republicans

Relatives* Do you have relatives who work for the City of Angleton?

Yes No

Compensation* Do you receive any direct compensation from the City of Angleton?

Yes No

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature *



Date 5/10/2023

Office Use Only

Assigned Position

Position Appointed

Date Appointed

Term Starts

Term Expires

CITY OF ANGLETON, TEXAS BOARDS & COMMISSIONS
APPLICATION



First Name * Brandon

Last Name * Turner

Address *
Street Address
[Redacted]
Address Line 2
City
Angleton
Postal / Zip Code
77515

State / Province / Region
TX
Country
United states

Email * [Redacted]

Phone Number * [Redacted]
Ex: 555-555-5555

Employer * Brazoria county sheriffs office

Occupation * Patrol Deputy

Business Address *
Street Address
[Redacted]
Address Line 2
City
Angleton
Postal / Zip Code
77515

State / Province / Region
TX
Country
United states

Position * City Council

Resident* How long have you been a resident of Angleton?

Qualified Voter* 34
Are you a qualified voter of the City of Angleton?

Yes No

Background* Give brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.

Hi, my name is Brandon Turner, I was raised in Angleton, Tx. Shortly after graduating from Angleton High school I went to work for the Texas Department of Criminal Justice as a correctional officer at the Wayne Scott unit located on County Road 290 in Angleton to which I spent 4 years working. I then went to work in the plants as a security officer and soon a Security Supervisor while working as a Security Supervisor I attended the Brazosport College Police Academy and graduated. A short time later I was hired and went to work for the Brazoria County Sheriff's Office and have been there since I have been a peace officer for 5 years with Brazoria County Sherriff's Office. My wife and I have been together for 9 years, and we are raising our 4 children in this community. I love the community I work and serve in. It would be an honor to be more actively involved by serving on the board for Angleton City Council.

Intention* State why you want to serve the City of Angleton as a member of a board, commission or committee. Use attachments if necessary.

I would like to serve to give back to my community in the place where I grew up. This community has my heart and my vested interest. I'm raising my children here and i want to be able to help shape this community into the best in the county. I am about growing into a stable and variety housing market, taking actions on how to fund and invest into our aging infrastructure. Foster an environment that will promote and attract commercial/retail activity. Brand names or mom/pop shops. My occupation as a law enforcement officer can lend insight to the public safety sector. But still wanting to keep budgets low and manageable but maintain levels of service and programs to meet citizen's expectations.
And keep an open mind and not shut everything down and listen to the ideas of others.

File Upload

Currently Serving* Do you currently serve on a City of Angleton Board/Commission?

Yes No

Community Activity* Are you involved in any community activities?

Yes No

Relatives*

Do you have relatives who work for the City of Angleton?

Yes No

Relative List*

If so, who?

Jeff sifford

Compensation*

Do you receive any direct compensation from the City of Angleton?

Yes No

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature*



Date

5/10/2023

Office Use Only

Assigned Position

Position Appointed

Date Appointed

Term Starts

Term Expires
