



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON WEDNESDAY, FEBRUARY 15, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

#### DECLARATION OF A QUORUM AND CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### INVOCATION

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

#### CONSENT AGENDA

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

1. Discussion and possible action on Resolution No. 20230215-001 directing the Finance Director to open a bank account for the Green Trails Public Improvement District at the First State Bank and approving and authorizing designated persons who will act as signatories at First State Bank.
2. Discussion and possible action on Resolution No. 20230215-002 declaring property surplus and authorizing the sale of surplus property (Ladder 1).
3. Discussion and possible action on Resolution No. 20230215-003 for Police Department Records Management system update project.

- [4.](#) Discussion and possible action on Resolution No. 20230215-004 supporting and authorizing the City's participation in the Houston-Galveston Area Transportation Improvement Program and the expenditure of funds to provide funding for the purchase of portable red lights for the Angleton Police Department.
- [5.](#) Discussion and possible action on Resolution No. 20230215-005 on authorizing the submission of a General Victim Assistance Grant to the Office of the Governor, Criminal Justice Division, to fund a Crime Victim Assistance Program in the Police Department.
- [6.](#) Discussion and possible action on approving Resolution No. 20230215-006 on approving and authorizing a Joint Election Agreement with Brazoria County, Texas for the General Election on May 6, 2023.
- [7.](#) Discussion and possible action on the 2022 Racial Profiling Report.
- [8.](#) Discussion and possible action on the renewal of the Municipal Court Prosecutor's agreement.
- [9.](#) Discussion and possible action on the 2023 Oyster Creek Wastewater Treatment Plant (WWTP) Texas Pollutant Discharge Elimination System (TPDES) Permit Renewal.

## **PUBLIC HEARINGS AND ACTION ITEMS**

- [10.](#) Conduct a public hearing, discussion, possible action on Ordinance No. 20230215-010 to approve rezoning approximately 3.35 acres from the Planned Development District (PD) to C-G, Commercial General Zoning District, for property located on the west side of the Shanks Road extension, at the intersection of CR220, Angleton, TX, Brazoria County.
- [11.](#) Conduct a public hearing, discussion, possible action on Ordinance No. 20230215-011 to approve an application for a Special Use Permit (SUP) pursuant to Sec. 28-63 of the Code of Ordinances to consider a request submitted by Seven Souls Tattoo Studio, to allow for a Specific Use Permit for a Tattoo and Body Piercing Studio at the property located at 117 West Myrtle Street, Angleton, TX.
- [12.](#) Conduct a public hearing, discussion, possible action on Ordinance No. 20230215-012 to approve an application for a Special Use Permit (SUP) pursuant to Sec. 28-63 of the Code of Ordinances to consider a request submitted by Why Not Bingo, LLC, to allow for a Specific Use Permit for a Bingo facility at property located at 1040 S. Velasco St., Angleton, TX.

## **REGULAR AGENDA**

- [13.](#) Discussion and possible action on Resolution No. 20230215-013 of the City of Angleton, Texas, approving an agreement for a project of the Angleton Better Living Corporation authorizing the execution of the agreement with Burditt Consultants, LLC for the design development for the passive area of Freedom Park; found by the ABLC's Board of Directors to be an eligible project and expenditure; and providing for an effective date.

- [14.](#) Discussion and possible action on Ordinance No. 20230215-014 approving the 2022 Annual Assessment Plan Update for the Green Trails Public Improvement District (PID).
- [15.](#) Discussion and possible action on proposed fees for Lakeside Park rentals, alcohol permit, tables and chairs, table and chair setup, and an overall park rental used during special events as permitted by City Council.
- [16.](#) Discussion, and possible action on a request for approval of the final replat of Riverwood Ranch Sections 3 & 4. The proposed final plat consists of approximately 145 single family residential lots on approximately 35.62 acres and is generally located north of Hospital Drive between N. Downing Street to the west and Buchta Road to the east.
- [17.](#) Discussion and possible action on the proposed Bill authored by Representative Cody Vasut revising Texas Local Government Code Section 242.001.
- [18.](#) Discussion and possible action on Ordinance No. 20230215-018 of the City of Angleton, Texas amending Chapter 17 Parks and Recreation Article II. Park and Recreation Board Section 17-19 Rules of Procedure; Quorum, Open Meetings, Records and amending Section 17-20 Power and Duties; of the Angleton Texas Code of Ordinances and amending Section 17-20 Powers and Duties; providing penalty; providing for severability; providing for repeal; and providing an effective date.

## 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](http://www.angleton.tx.us), in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, February 10, 2023, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez  
Michelle Perez, TRMC  
City Secretary

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



# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 2/15/2023

**PREPARED BY:** Phill Conner

**AGENDA CONTENT:** Discussion and possible action on a resolution authorizing the Finance Director to open a checking account for the Green Trails Public Improvement District.

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Invoices for the assessments for the Green Trails will be sent out by P3Works. When the assessments are paid, we will need to segregate the funds. Therefore, we are asking the City Council to authorize the creation of a new checking account for the Green Trails PID.

**RECOMMENDATION:**

Staff recommends that the City Council approve the resolution.

**RESOLUTION NO. 20230215-001**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, DIRECTING THE FINANCE DIRECTOR TO OPEN A BANK ACCOUNT FOR THE GREEN TRAILS PUBLIC IMPROVEMENT DISTRICT AT THE FIRST STATE BANK AND APPROVING AND AUTHORIZING DESIGNATED PERSONS WHO WILL ACT AS SIGNATORIES ON THE ACCOUNT AT FIRST STATE BANK; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The Brazoria County Tax Assessor / Collector will begin collecting assessed fees for the Green Trails Public Improvement District; and

**WHEREAS**, the City of Angleton (City) will receive the funds from the Brazoria County Tax Assessor / Collector and will hold funds until the developers have reached agreed upon milestones; and

**WHEREAS**, the official depository for City funds is First State Bank-Louise by a depository agreement executed in November 2021; and

**WHEREAS**, pursuant to its depository agreement with First State Bank-Louise, the governing body of the City shall (a) appoint, or authorize, or designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

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

**SECTION 1.** Finance Director Phill Conner is instructed to open one checking account for the Green Trails PID at First State Bank-Louise.

**SECTION 2.** Mayor Jason Perez, Councilman John Wright, City Manager Chris Whittaker and City Secretary Michelle Perez are designated as signors on the accounts as indicated on the bank records or signature card or any other bank document necessary to authorize signatories, a true and correct copy of which is attached hereto as “Exhibit A” and made a part hereof for all purposes, are hereby designated, and authorized to act as signatories on these accounts, in accordance with the terms and conditions of the Depository Bank Services Agreement executed between the City and First State Bank-Louise in November 2021.

**SECTION 3** The appointed City Secretary, Michelle Perez, is hereby authorized and directed to cause a true and correct copy of this Resolution to be served upon First State Bank-Louise, together with the executed Exhibit “A” attached hereto.

**SECTION 3.** *Repeal.* All other resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

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

**PASSED, APPROVED, AND ADOPTED ON THE 15<sup>TH</sup> DAY OF FEBRUARY, 2023.**

CITY OF ANGLETON, TEXAS

\_\_\_\_\_  
Jason Perez  
Mayor

ATTEST:

\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** 2/15/2023

**PREPARED BY:** Phill Conner

**AGENDA CONTENT:** Discussion and possible action on a resolution declaring the ladder truck designated Ladder 1 surplus so it can be auctioned.

**AGENDA ITEM SECTION:** Consent Agenda

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**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

The Fire Department is asking to sell the 1988 Ford Ladder Truck because it is no longer safe for them to continue to use. It will not pass the annual ladder test and it has an open cab. The annual ladder test is conducted to insure the ladder is safe for a firefighter to rely on in a fire or rescue situation. Current safety regulations state that anyone who is seated must be in an enclosed cab.

**RECOMMENDATION:**

Staff recommends that the City Council approve the resolution.



**RESOLUTION NO. 20230215-002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS (THE “CITY), DECLARING PROPERTY SURPLUS AND AUTHORIZING THE SALE OF SURPLUS PROPERTY (LADDER 1); PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Angleton City Charter Section 2.01 provides the authority for the City to sell property it holds; and

**WHEREAS**, the City of Angleton Code of Ordinances, Chapter 2 Administration, Article 1 In General Section 2-4(b)(3) allows the city to auction property to which a legal title is attached; and

**WHEREAS**, furnishings purchased by the City are considered “surplus property” which refers to personal property (new or used) that is not needed or required for the City’s foreseeable needs but still has some usefulness for the purpose it was originally intended, and may or may not have value. Tex. Gov. Code 2175.001; and

**WHEREAS**, the City of Angleton City Council in accordance with the Texas Government Code and the Angleton Code of Ordinances, Chapter 2 Administration, Article 1 In General, Sec. 2-4(b)(3), declares the property, attached to this Ordinance as Exhibit “A” surplus because the personal property (Ladder 1) possesses some usefulness for the purpose for which it was intended.

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

**SECTION 1.** The property, Ladder 1, fully described in the attachment to this Ladder 1 as Exhibit “A” is declared surplus; and

**SECTION 2.** Staff is authorized to sell the surplus property, Ladder 1, at auction.

**PASSED AND APPROVED THIS THE 15<sup>th</sup> DAY OF FEBRUARY 2023.**

CITY OF ANGLETON, TEXAS

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Jason Perez  
Mayor

ATTEST:

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Michelle Perez  
City Secretary

**EXHIBIT A**



1988 Ford 8000 55' Ladder Fire Truck



**RESOLUTION NO. 20230215-003**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING THE ANGLETON POLICE DEPARTMENT TO SUBMIT A GRANT APPLICATION TO TEXAS GOVERNOR'S OFFICE, CRIMINAL JUSTICE DIVISION, JUSTICE ASSISTANCE GRANT PROGRAM FOR THE RECORDS MANAGEMENT SYSTEM UPDATE PROJECT; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, The City of Angleton finds it in the best interest of the citizens of Angleton, Texas, that the Angleton Police Department Records Management System Update Project be updated and operated for the program period of October 1, 2023 to September 30, 2024; and

**WHEREAS**, City of Angleton City Council agrees that in the event of loss or misuse of the Office of the Governor funds, City of Angleton City Council assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS**, City of Angleton designates Phillip Conner, Angleton Finance Director as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

**SECTION 1.** That the findings set out in the preamble to this resolution are in all things approved and adopted.

**SECTION 2.** That the City Council of the City of Angleton, Texas, approves submission of the grant application for the Angleton Police Department Records Management System Update Project for the year 2023.

**SECTION 3.** That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

**SECTION 4.** This resolution shall be effective immediately upon passage.

**PASSED AND APPROVED THIS THE 15<sup>th</sup> DAY OF FEBRUARY, 2023.**

CITY OF ANGLETON, TEXAS

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Jason Perez  
Mayor

ATTEST:

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Michelle Perez, TRMC  
City Secretary

Grant Number: 47696-01



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** February 15, 2023

**PREPARED BY:** Lupe Valdez

**AGENDA CONTENT:** Resolution supporting grant for portable red lights

**AGENDA ITEM SECTION:** Consent Agenda

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**BUDGETED AMOUNT:** 0

**FUNDS REQUESTED:** 0

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Resolution from city council required for grant submission for state of Texas

**RECOMMENDATION:** Approve resolution

**RESOLUTION NO. 20230215-004**

**A RESOLUTION OF THE CITY OF ANGLETON, TEXAS,  
SUPPORTING AND AUTHORIZING THE CITY'S  
PARTICIPATION IN THE HOUSTON-GALVESTON AREA  
TRANSPORTATION IMPROVEMENT PROGRAM AND  
THE EXPENDITURE OF FUNDS TO PROVIDE FUNDING  
FOR THE PURCHASE OF PORTABLE RED LIGHTS FOR  
THE ANGLETON POLICE DEPARTMENT.**

**WHEREAS**, the Houston-Galveston Area Council (the "HGAC") administrates grants to fund transportation improvement; and

**WHEREAS**, the Angleton Police Department (the "APD") requires four portable red lights to use at various intersections in the City of Angleton during power outages; and

**WHEREAS**, the APD has not budgeted to acquire and portable red lights; and

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

**WHEREAS**, the City believes that this acquisition and upgrade shall have a positive impact in traffic control during power outages; and

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

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

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

**SECTION 2.** The City Council supports the City's desire to apply and participate in the HGAC's grant program for APD's acquisition of portable red lights.

**SECTION 3.** The City Council authorizes the City to apply for HGAC's grant program for the total Project Cost being \$153,500.00.

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

**PASSED AND APPROVED THIS 15<sup>TH</sup> DAY OF FEBRUARY 2023.**



CITY OF ANGLETON, TEXAS

\_\_\_\_\_  
Jason Perez  
Mayor

ATTEST:

\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary



**RESOLUTION NO. 20230215-005**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING THE SUBMISSION OF A GENERAL VICTIM ASSISTANCE GRANT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, TO FUND A CRIME VICTIM ASSISTANCE PROGRAM IN THE POLICE DEPARTMENT; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council of the City of Angleton, Texas finds it in the best interest of the citizens of the City of Angleton, for the Angleton Police Department to support a General Victim Assistance Grant for the year 2023; and

**WHEREAS**, the City Council of the City of Angleton, Texas agrees to provide applicable matching funds for the said program as required by the General Victim Assistance Program grant application; and

**WHEREAS**, the City Council of the City of Angleton, Texas agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council of the City of Angleton, Texas assures that the funds will be returned to the Office of the Governors in full; and

**WHEREAS**, the City Council of the City of Angleton, Texas designates the Police Chief as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

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

**SECTION 1.** That the findings set out in the preamble to this resolution are in all things approved and adopted.

**SECTION 2.** That the City Council of the City of Angleton, Texas, approves submission of the grant application for the Crime Victim Assistance Program to the Office of the Governor, for the year 2023.

**SECTION 3.** That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

**SECTION 4.** This resolution shall be effective immediately upon passage.

**PASSED AND APPROVED THIS THE 15<sup>th</sup> DAY OF FEBRUARY 2023.**

CITY OF ANGLETON, TEXAS

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Jason Perez  
Mayor

ATTEST:

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Michelle Perez, TRMC  
City Secretary



# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** February 15, 2023

**PREPARED BY:** Michelle Perez

**AGENDA CONTENT:** Discussion and possible action on approving a contract with Brazoria County for the May 6, 2023, General election.

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** \$9000

**FUNDS REQUESTED:** EnterTextHere

**FUND:** EnterTextHere

**EXECUTIVE SUMMARY:**

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

**RECOMMENDATION:**

Staff recommends Council approve.

**RESOLUTION NO. 20230215-006**

**A RESOLUTION OF THE CITY OF ANGLETON, TEXAS,  
APPROVING AND AUTHORIZING A JOINT ELECTION  
AGREEMENT WITH BRAZORIA COUNTY, TEXAS FOR  
THE GENERAL ELECTION ON MAY 6, 2023.**

**WHEREAS**, the city of Angleton, Texas, desires to enter into a Joint Election Agreement with Brazoria County, Texas, for the conduct of its general election scheduled for May 6, 2023.

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

**SECTION 1.** That the Joint Election Agreement attached hereto as Exhibit A is hereby approved and authorized by the City.

**SECTION 2.** That the City Manager is authorized to execute the Joint Election Agreement for Election Services with Brazoria County Clerk to furnish voting supplies, equipment and personnel for the City of Angleton general election on May 6, 2023.

**SECTION 3.** This Resolution shall be and become effective from and after its adoption.

**PASSED AND APPROVED THIS 15<sup>TH</sup> DAY OF FEBRUARY 2023.**

CITY OF ANGLETON, TEXAS

\_\_\_\_\_  
Jason Perez  
Mayor

ATTEST:

\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary

## JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this “Agreement”) is made effective as of the Effective Date (as defined below), by and between the CITY OF ANGLETON, TEXAS, acting by and through its governing body, hereinafter referred to as “Political Subdivision,” and County Clerk of Brazoria County, Texas, hereinafter referred to as “County,” and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision’s election to be held on MAY 6, 2023. Political Subdivision and County may be referred to individually as a “Party” and collectively as “the Parties.”

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

### RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.5.3), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system and to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

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

### I. ADMINISTRATION

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

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

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

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

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a Political Subdivision is holding any type of Special Election, the Political Subdivision may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's notice is not included in the Notice published by the County Clerk.

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

## III. STATUTORY COMPLIANCE

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

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

## IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations will be provided once the final candidate filing deadline has been met and will be listed as Attachment "A". In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed as Attachment "A".



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

## V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

It is agreed by all Parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

## VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

## VII. EARLY VOTING

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

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

The County Clerk Elections Department shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VIII. EARLY VOTING BALLOT BOARD

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

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

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

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

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

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

## X. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be calculated per polling locations and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) Total cost will be calculated, and then multiplied by the Political Subdivisions percentage number of registered voters or with the minimum of \$2000.00, for those with lesser amount, additional cost associated will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charge with the same formula as Election Day. Those political subdivisions with the percentage of registered voters less than amount equal to \$2000.00 will be a minimum amount of \$2000.00 for the early voting period.

Political Subdivision contracting for a runoff shall be responsible for all associated costs.

## XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

## XII. RECORDS OF THE ELECTION

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

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

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

### XIII. RECOUNTS

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

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

### XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes, and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
11. **Authorization of Agreement**. This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties**. The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues**. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation**. The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination**. At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding**. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise**. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information**. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

19. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires that either the Political Subdivision or County incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained**. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

#### XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to County a deposit of \$2,000.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 17, 2023. Therefore, Deposit is due by March 3, 2023. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the May 6, 2023, election; and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to County the balance **due within thirty (30) days after receipt of the final invoice from the County's Election Department**. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

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

(1) On the \_\_\_\_\_ day of \_\_\_\_\_, 2023 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the \_\_\_\_\_ day of \_\_\_\_\_, 2023 been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

\_\_\_\_\_  
Joyce Hudman, County Clerk

ATTEST:

CITY OF ANGLETON, TEXAS

\_\_\_\_\_ By \_\_\_\_\_  
Presiding Officer or Authorized Representative  
CITY OF ANGLETON



<b>ATTACHMENT "A" SUBJECT TO CHANGE</b>	
<b>Home Pct #</b>	<b>Polling Place</b>
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton
2	Precinct 4 Building #2, 121 N 10th St, West Columbia
4	Brazoria Library, 620 S Brooks, Brazoria
7	Freeport Library, 410 Brazosport Blvd, Freeport
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny
15	Danbury Community Center, 6115 5th St, Danbury
19	Clute Event Center, 100 Parkview Dr, Clute
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek
23	Lake Jackson Civic Center, 333 Hwy 332 East, Lake Jackson
29	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland
37	Pearland Recreation Center, 4141 Bailey Rd, Pearland
39	Alvin Library, 105 S Gordon, Alvin
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland
46	Tom Reid Library, 3522 Liberty Dr, Pearland
50	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland
65	North Annex, 7313 Corporate Dr, Manvel
75	Richwood City Hall, 1800 N Brazosport Blvd, Richwood
<b>TENTATIVE, DEPENDING ON WHETHER THE CITY HAS AN ELECTION:</b>	
6	Liverpool City Hall, 8901 CR 171, Liverpool
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek
9	Bonney Annex Building, 19025 FM 521, Bonney
25	Hillcrest Village Municipal Building, 200 W Timberlane, Alvin
26	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach

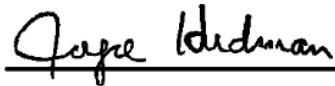
**ATTACHMENT "B"**  
**NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES**

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

- Angleton (Main) .....East Annex, 1524 E Mulberry
- Alvin .....Alvin Library, 105 S Gordon
- Brazoria .....Brazoria Library, 620 S Brooks
- Freeport .....Freeport Library, 410 Brazosport Blvd
- Lake Jackson.....Lake Jackson Civic Center, 333 Hwy 332 East
- Manvel .....North Annex, 7313 Corporate Dr
- Pearland East .....Tom Reid Library, 3522 Liberty Dr
- Pearland West.....West Pearland Community Center, 2150 Countryplace Pkwy
- Shadow Creek .....West Pearland Library, 11801 Shadow Creek Pkwy
- Sweeny .....Sweeny Community Center, 205 W Ashley Wilson Rd
- West Columbia.....Precinct 4 Building #2, 121 N 10<sup>th</sup> St

**DATES AND HOURS:**

- April 24-28.....8 AM – 5 PM
- April 29 .....7 AM – 7 PM
- May 1-2 .....7 AM – 7 PM



Early Voting Clerk

**AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES**

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

- Angleton (*Ubicación Principal*)East Annex, 1524 E Mulberry
- Alvin .....Alvin Library, 105 S Gordon
- Brazoria .....Brazoria Library, 620 S Brooks
- Freeport .....Freeport Library, 410 Brazosport Blvd
- Lake Jackson .....Lake Jackson Civic Center, 333 Hwy 332 East
- Manvel .....North Annex, 7313 Corporate Dr
- Pearland Este .....Tom Reid Library, 3522 Liberty Dr
- Pearland Oeste .....West Pearland Community Center, 2150 Countryplace Pkwy
- Shadow Creek .....West Pearland Library, 11801 Shadow Creek Pkwy
- Sweeny .....Sweeny Community Center, 205 W Ashley Wilson Rd
- West Columbia .....Precinct 4 Building #2, 121 N 10<sup>th</sup> St

**FECHAS Y HORAS**

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

Joye Hedman

**Secretaria de la Votación Adelantada**

# RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS: MAY (COUNTYWIDE JOINT)

## EQUIPMENT RENTAL

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

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

## OTHER CHARGES

Programming (increase 2023) .....	\$ 450.00
Tabulating.....	\$150.00
Equipment Delivery and Pickup	
Truck Rental (per delivery location) .....	\$25.00
Labor (Per delivery location) .....	\$75.00
Supply tubs EV-ED (see attached list for contents) .....	\$75.00
Mail Ballots will be billed per entity kits including postage ....Domestic...\$1.74...Overseas...\$2.36	
Publications charged based on % of registered voters.....	
Ballot Paper size 8.5 x 11.....	18 cents per sheet
Ballot Paper size 8.5 x 14.....	24 cents per sheet

<b>Workers-Judges</b>	\$14.00 per hour -Overtime rate \$21.00 per hour
<b>Clerks</b>	\$12.00 per hour- Overtime rate \$18.00 per hour

## ELECTION DAY (increase 2023)

For Election Day, we will calculate the cost for each location (see Exhibit ‘A2”) the total cost for Election Day will then calculated per percentage of registered voters of each political subdivision. All political subdivisions in Brazoria County less than 1000 registered voters, charges will be the minimum of \$2000.00 for Election Day.

## EARLY VOTING (increase 2023)

For Early Voting we also calculate worksheets for each of the 10-11 early voting locations. Once we have the total cost for all locations, we do a spreadsheet that divides the cost between all political subdivisions based on the percentage of registered voters in each. Since we have large and small cities in our county, the minimum charge for early voting will be \$2000.00.

## OVERTIME

We keep a record of our overtime for the May Elections and the staff gets paid overtime. Since we charge for programming and tabulations that money goes towards the employee’s overtime. If we have more overtime than covered by a calculated programming and tabulation fees, we will add in the additional overtime when sending the final bills.

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

For November Elections, the Election Day and Early voting charges are just like the countywide joint in May. If the only political subdivisions at a location are Brazoria County and one entity, total cost calculated will be per percentage of registered voters for the entity.

Runoffs Elections will be the responsibility of whichever entity will be conducting a runoff election.

Any errors or changes related to a Political Subdivision oversight and if it results in reprogramming the entirety election, will be responsible for all associated cost.



# 2022 Racial Profiling Report

Angleton Police Department




**DC** | **DEL CARMEN**  
**Consulting**<sup>®</sup>  
LAW ENFORCEMENT EXPERTS

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

*-Quote by Geneva Reed (Mother of Sandra Bland)*



A portrait of Alex del Carmen, Ph.D., a man with short dark hair, wearing a dark suit jacket, a light blue dress shirt, and a green and blue patterned bow tie. He is looking directly at the camera with a neutral expression.

January 16, 2023

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

Dear Distinguished Members of the City Council,

In 2001 the Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law. During the last calendar year, the Angleton Police Department, in accordance with the law, has collected and reported traffic and motor vehicle related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Further, in 2017 the Sandra Bland Act was passed and signed into law (along with HB 3051, which introduced new racial and ethnic designations). The Sandra Bland Law currently requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Angleton Police Department and are included in this report.

This report consists of three sections with information on motor vehicle-related contacts. In addition, when appropriate, documentation is included which demonstrates the manner in which the Angleton Police Department has complied with the Texas Racial Profiling Law. In section one, you will find the table of contents. Section two documents compliance by the Angleton Police Department relevant to the requirements established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

Finally, section three contains statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/22 and 12/31/22. Further, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

The last section of the report includes the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE (Texas Commission on Law Enforcement), is included. The findings in this report support the Angleton Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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## *Public Education on Responding to Compliments and Complaints*

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

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

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

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

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

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

*Racial Profiling Course 3256*  
**Texas Commission on Law Enforcement**  
*September 2001*

## **Racial Profiling 3256**

### **Instructor's Note:**

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

### **Abstract**

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

**Target Population:** Licensed law enforcement personnel in Texas

**Prerequisites:** Experience as a law enforcement officer

**Length of Course:** A suggested instructional time of 4 hours

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

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

### **Evaluation Process and Procedures**

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

### **Reference Materials**

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

## Racial Profiling 3256

### 1.0 RACIAL PROFILING AND THE LAW

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

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

#### Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

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

#### A. Written departmental policies

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

#### B. Not prima facie evidence

#### C. Feasibility of use of video equipment

#### D. Data does not identify officer

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

#### F. Vehicle stop report

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

#### G. Compilation and analysis of data

#### H. Exemption from reporting - audio/video equipment

#### I. Officer non-liability

#### J. Funding

#### K. Required training in racial profiling

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

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

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

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

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

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

**C. Other cases**

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



## 2.0 RACIAL PROFILING AND THE COMMUNITY

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

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

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



### 3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

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

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

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





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

- A. Drug courier profile (adapted from a profile developed by the DEA)
1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
  2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
  3. Vehicle is rented
  4. Driver is a young male, 20-35
  5. No visible luggage, even though driver is traveling
  6. Driver was over-reckless or over-cautious in driving and responding to signals
  7. Use of air fresheners
- B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

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

- A. Thinking about the totality of circumstances in a vehicle stop
- B. Vehicle exterior
1. Non-standard repainting (esp. on a new vehicle)
  2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
  3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
  4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)
- C. Pre-stop indicators
1. Not consistent with traffic flow
  2. Driver is overly cautious, or driver/passengers repeatedly look at police car
  3. Driver begins using a car- or cell-phone when signaled to stop
  4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)
- D. Vehicle interior
1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
  2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

**Resources**

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

Web address for legislation 77R-SB1074: <http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>

*Report on  
Compliments  
and Racial  
Profiling  
Complaints*



## Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/22-12/31/22 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Angleton Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/22-12/31/22.

### **Complaints Filed for Possible Violations of The Texas Racial Profiling Law**

<b>Complaint Number</b>	<b>Alleged Violation</b>	<b>Disposition of the Case</b>

<b>Additional Comments:</b>

# Tables Illustrating Motor Vehicle-Related Contacts

## TIER 2 DATA

**TOTAL STOPS: 8,638**

### STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	6,394
US Highway	45
County Road	1,843
State Highway	72
Private Property	284

### WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	52
No	8,586

### RACE OR ETHNICITY

Alaska Native/American Indian	21
Asian/Pacific Islander	89
Black	1,542
White	6,201
Hispanic/Latino	785

### GENDER

**Female Total: 3,612**

Alaska Native/American Indian	6
Asian/Pacific Islander	24
Black	622
White	2,669
Hispanic/Latino	291

**Male Total: 5,026**

Alaska Native/American Indian	15
Asian/Pacific Islander	65
Black	920
White	3,532
Hispanic/Latino	494

### REASON FOR STOP?

**Violation of Law Total: 41**

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	8
White	26
Hispanic/Latino	6

**Pre-existing Knowledge Total: 34**

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	8
White	23
Hispanic/Latino	2

**Moving Traffic Violation Total: 6,594**

Alaska Native/American Indian	15
Asian/Pacific Islander	76
Black	1,126
White	4,763
Hispanic/Latino	614

## TIER 2 DATA

### Vehicle Traffic Violation Total: 1,969

Alaska Native/American Indian	6
Asian/Pacific Islander	11
Black	400
White	1,389
Hispanic/Latino	163

### Contraband (in plain view) Total: 6

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	3
Hispanic/Latino	1

### WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	0	21
Asian/Pacific Islander	1	88
Black	101	1,441
White	148	6,053
Hispanic/Latino	53	732
<b>TOTAL</b>	<b>303</b>	<b>8,335</b>

### Probable Cause Total: 129

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	52
White	57
Hispanic/Latino	20

### Inventory Total: 62

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	18
White	31
Hispanic/Latino	12

### REASON FOR SEARCH?

#### Consent Total: 49

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	13
White	32
Hispanic/Latino	4

### Incident to Arrest Total: 57

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

## TIER 2 DATA

### WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	1
Black	71	30
White	99	49
Hispanic/Latino	35	18
<b>TOTAL</b>	<b>205</b>	<b>98</b>

### Did the finding result in arrest (total should equal previous column)?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	0
Black	36	35
White	64	35
Hispanic/Latino	32	3
<b>TOTAL</b>	<b>132</b>	<b>73</b>

### DESCRIPTION OF CONTRABAND

#### Drugs Total: 102

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	46
White	44
Hispanic/Latino	12

#### Currency Total: 0

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

#### Weapons Total: 10

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	6
Hispanic/Latino	1

#### Alcohol Total: 23

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	5
White	14
Hispanic/Latino	4

# TIER 2 DATA

## Stolen Property Total:0

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

## Other Total: 70

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	17
White	35
Hispanic/Latino	18

## RESULT OF THE STOP

### Verbal Warning Total: 684

Alaska Native/American Indian	0
Asian/Pacific Islander	6
Black	114
White	492
Hispanic/Latino	72

### Written Warning Total:4,898

Alaska Native/American Indian	6
Asian/Pacific Islander	51
Black	882
White	3,637
Hispanic/Latino	322

## Citation Total: 2,808

Alaska Native/American Indian	15
Asian/Pacific Islander	31
Black	467
White	1,953
Hispanic/Latino	342

## Written Warning and Arrest Total: 49

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	16
White	24
Hispanic/Latino	9

## Citation and Arrest Total: 66

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	27
White	31
Hispanic/Latino	8

## Arrest Total: 133

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	36
White	64
Hispanic/Latino	32

# TIER 2 DATA

## ARREST BASED ON

### Violation of Penal Code Total: 87

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	19
White	43
Hispanic/Latino	25

### Violation of Traffic Law Total: 37

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	13
White	17
Hispanic/Latino	6

### Violation of City Ordinance Total: 0

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

### Outstanding Warrant Total: 124

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	47
White	59
Hispanic/Latino	18

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

	YES	NO
Alaska Native/American Indian	0	21
Asian/Pacific Islander	0	89
Black	4	1,538
White	33	6,168
Hispanic/Latino	3	782
<b>TOTAL</b>	<b>40</b>	<b>8,598</b>



## *Tables Illustrating Motor Vehicle Related Contact Data*

**Table 1. Citations and Warnings**

<b>Race/ Ethnicity</b>	<b>All Contacts</b>	<b>Citations</b>	<b>Verbal Warning</b>	<b>Written Warning</b>	<b>Contact Percent</b>	<b>Citation Percent</b>	<b>Verbal Percent</b>	<b>Written Percent</b>
<b>Alaska Native/ American Indian</b>	21	15	0	6	0%	1%	0%	0%
<b>Asian/ Pacific Islander</b>	89	31	6	51	1%	1%	1%	1%
<b>Black</b>	1,542	494	114	882	18%	17%	17%	18%
<b>White</b>	6,201	1,984	492	3,637	72%	69%	72%	74%
<b>Hispanic/ Latino</b>	785	350	72	322	9%	12%	11%	7%
<b>TOTAL</b>	8,638	2,874	684	4,898	100%	100%	100%	100%

**Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison**

Item 7.

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

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	0%	0%
Asian/Pacific Islander	1%	6%
Black	18%	26%
White	72%	50%
Hispanic/Latino	9%	17%
<b>TOTAL</b>	<b>100%</b>	<b>99%</b>

**Table 3. Motor Vehicle Searches and Arrests.**

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	0	0	0
Asian/Pacific Islander	1	0	1
Black	101	13	79
White	148	32	119
Hispanic/Latino	53	4	49
<b>TOTAL</b>	<b>303</b>	<b>49</b>	<b>248</b>

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

	Arrest	Location of Stop	Reason for Stop
1	01/14/22	E. Mulberry St.	Moving Traffic Violation
2	01/22/22	S. Velasco St.	Moving Traffic Violation
3	01/25/22	Cemetary Rd.	Moving Traffic Violation
4	02/04/22	N. 288 FWY	Moving Traffic Violation
5	02/08/22	Henderson Rd.	Moving Traffic Violation
6	02/14/22	Henderson Rd.	Moving Traffic Violation
7	02/15/22	N. Valderas St.	Moving Traffic Violation

**Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury (Continued)**

Item 7.

	<b>Arrest</b>	<b>Location of Stop</b>	<b>Reason for Stop</b>
8	03/11/22	N. Arcola St.	Moving Traffic Violation
9	03/14/22	Remington St.	Moving Traffic Violation
10	03/16/22	Cannan Dr.	Moving Traffic Violation
11	03/17/22	W. Mulberry St.	Moving Traffic Violation
12	04/02/22	N 288 FWY	Moving Traffic Violation
13	04/16/22	N. Loop 274	Moving Traffic Violation
14	04/19/22	S. Anderson St.	Moving Traffic Violation
15	04/22/22	N. Velasco St.	Moving Traffic Violation
16	04/23/22	N. Loop 274	Moving Traffic Violation
17	04/24/22	Hospital Dr.	Moving Traffic Violation
18	05/17/22	S. Chnenango St.	Moving Traffic Violation
19	05/17/22	W. Mulberry St.	Violation of Law
20	05/19/22	W. Mulberry St.	Moving Traffic Violation
21	06/17/22	W. Plum St.	Moving Traffic Violation
22	06/20/22	Cedar St.	Moving Traffic Violation
23	06/21/22	N. 288 FWY	Moving Traffic Violation
24	06/23/22	S. Front St.	Moving Traffic Violation
25	07/02/22	N. Valderas St.	Moving Traffic Violation
26	07/02/22	E. Mulberry St.	Moving Traffic Violation
27	08/05/22	E. Wilkins St.	Vehicle Traffic Violation
28	08/08/22	W. Mulberry St./Western Ave.	Vehicle Traffic Violation
29	08/12/22	Henderson Rd.	Moving Traffic Violation
30	08/27/22	W. Cemetary St.	Moving Traffic Violation
31	09/23/22	S. Downing St.	Moving Traffic Violation
32	09/26/22	N. 288 FWY	Moving Traffic Violation
33	10/04/22	S. Front St.	Moving Traffic Violation
34	11/15/22	E. Mulberry St.	Moving Traffic Violation
35	11/23/22	E. Mulberry St.	Moving Traffic Violation
36	12/08/22	S. Front St..	Moving Traffic Violation
37	12/10/22	E. Wilkins St.	Moving Traffic Violation
38	12/14/22	N. 288 FWY	Moving Traffic Violation
39	12/22/22	E. Mulberry St.	Moving Traffic Violation
40	12/22/22	E. Mulberry St.	Moving Traffic Violation

**Table 5. Search Data**

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
<b>Alaska Native/ American Indian</b>	0	0	0	0	0%	0%	0%	0%
<b>Asian/ Pacific Islander</b>	1	0	1	1	0%	0%	1%	0%
<b>Black</b>	101	71	30	79	33%	35%	31%	32%
<b>White</b>	148	99	49	119	49%	48%	50%	48%
<b>Hispanic/ Latino</b>	53	35	18	49	17%	17%	18%	20%
<b>TOTAL</b>	303	205	98	248	100%	100%	100%	100%

**Table 6. Report on Audits.**

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/22-12/31/22.

Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	03/01/22	Data was valid and reliable
2	06/01/22	Data was valid and reliable
3	09/01/22	Data was valid and reliable
4	12/01/22	Data was valid and reliable

**Table 7. Instance Where Force Resulted in Bodily Injury.**

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	4	10%
White	33	83%
Hispanic/Latino	3	8%
<b>TOTAL</b>	<b>40</b>	<b>100%</b>

**Table 8. Reason for Arrests from Vehicle Contact**

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	1	0	0	0%	3%	0%	0%
Black	19	13	0	47	22%	35%	0%	38%
White	43	17	0	59	49%	46%	0%	48%
Hispanic/ Latino	25	6	0	18	29%	16%	0%	15%
<b>TOTAL</b>	<b>87</b>	<b>37</b>	<b>0</b>	<b>124</b>	<b>100%</b>	<b>100%</b>	<b>0%</b>	<b>100%</b>

**Table 9. Contraband Hit Rate**

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	0	0	0%	0%	0%
Asian/ Pacific Islander	1	0	0%	0%	0%
Black	101	71	70%	33%	35%
White	148	99	67%	49%	48%
Hispanic/Latino	53	35	66%	17%	17%

## *Analysis and Interpretation of Data*

In 2001, the Texas Legislature passed Senate Bill 1074, which eventually became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas to collect traffic-related data and report this information to their local governing authority by March 1 of each year. This law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle-related contacts in which a citation was issued or an arrest was made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individuals before detaining them. In addition, it became a requirement that agencies report motor vehicle-related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year. The purpose in collecting and disclosing this information is to determine if police officers in any particular municipality are engaging in the practice of racially profiling minority motorists.

One of the central requirements of the law is that police departments interpret motor vehicle-related data. Even though most researchers would likely agree that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is in fact very difficult to determine if individual police officers are engaging in racial profiling from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As previously noted, in 2009 the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1, 2010. The changes included, but are not limited to, the re-definition of a contact to include motor vehicle-related contacts in which a citation was issued or an arrest was made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. The 2009 law also required adding "Middle Eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1 of each year.

More recently, in 2017 the Texas Legislators passed HB 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with police. In addition, the Sandra Bland Act (SB 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

**1. A comparative analysis of the information compiled (under Article 2.133):**

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

**2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.**

As part of their effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Angleton Police Department commissioned the analysis of its 2022 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2022 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the “other” category, as optional categories), who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The additional data analysis performed was based on a comparison of the 2022 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Angleton Police Department accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the Angleton Police Department in 2022 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, some civil rights groups in Texas expressed their concern and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). In essence this constitutes a comparison that may result in ecological fallacy. Despite this risk, as noted earlier, the Angleton Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to Houston-Baytown CSA.

### **Tier 2 (2022) Motor Vehicle-Related Contact Analysis**

When examining the enhanced and more detailed Tier 2 data collected in 2022, it was evident that most motor vehicle-related contacts were made with Whites, followed by Blacks. Of those who came in contact with police, most tickets or citations were issued to Whites and Blacks; this was followed by Hispanics. However, in terms of written warnings, most of these were issued to Whites, followed by Blacks.

On searches and arrests, the data showed that most searches took place among Whites. When considering all searches, most were consented by Whites and Blacks, while most custody arrests were also of Whites. Overall, most searches resulted in contraband; of those that produced contraband, most were of Whites; this was followed by Blacks. Of the searches that did not produce contraband, most were of Whites. Most arrests were made of Whites. Most of the arrests that originated from a violation of the penal code involved Whites. Overall, the police department reports forty (40) instances where force was used that resulted in bodily injury.

### **Comparative Analysis**

A comprehensive analysis of the motor vehicle contacts to the census data relevant to the number of “households” in Houston-Baytown CSA who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Blacks, Hispanics, Asians, and American Indians who came in contact with police was the same or lower than the percentage of Black, Hispanic, Asian, and American Indian households in Houston-Baytown CSA that claimed in the 2020 census to have access to vehicles. The opposite was true of Whites. That is, a higher percentage of Whites came in contact with police than the percentage of White households in Houston-Baytown CSA that claimed in the 2020 census to have access to vehicles.



The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Blacks. This was followed by Whites and Hispanics. This means that among all searches performed in 2022, the most significant percentage of these that resulted in contraband was among Blacks. The lowest contraband hit rate was among Hispanics.

### **Summary of Findings**

As referenced earlier, the most recent Texas Racial Profiling Law requires that police departments perform data audits in order to validate the data being reported. Consistent with this requirement, the Angleton Police Department has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in Table 6, the audit performed reveals that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings produced as a result of this analysis, it is recommended that the Angleton Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected), which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Angleton Police Department should continue to:

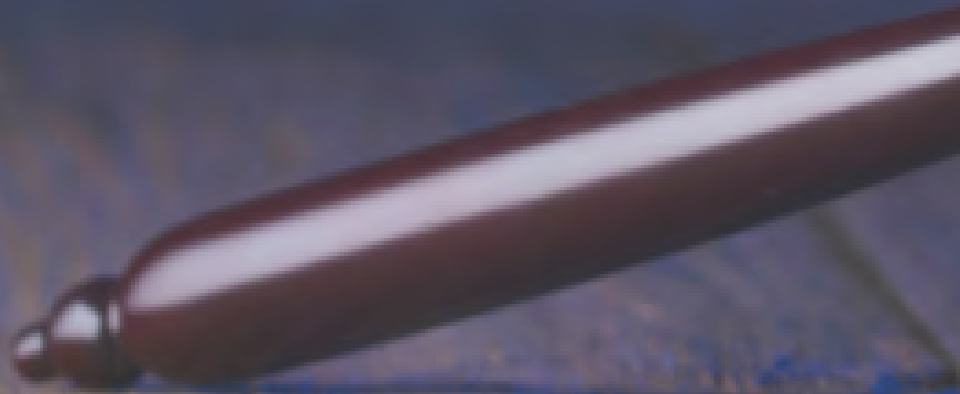
- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2023 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive data analysis included in this report serves as evidence that the Angleton Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of Tier 2 data, and ensures that the practice of racial profiling will not be tolerated.

# Checklist

The following requirements were met by the Angleton Police Department in accordance with The Texas Racial Profiling Law:

- ✔ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✔ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Angleton Police Department from engaging in racial profiling.
- ✔ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ✔ Provide public education related to the compliment and complaint process.
- ✔ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ✔ Collect, report and analyze motor vehicle data (Tier 2).
- ✔ Commission Data Audits and a Search Analysis.
- ✔ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ✔ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2023.
- ✔ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.



*Legislative & Administrative*  
**Addendum**



# TCOLE GUIDELINES

## Guidelines for Compiling and Reporting Data under Senate Bill 1074

### Background

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

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

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

### Standard 1

Each law enforcement agency has a detailed written directive that:

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

### Commentary

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

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

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

## **Standard 2**

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

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

## **Commentary**

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

## **Standard 3**

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

## Commentary

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

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

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

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

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

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

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

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

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

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

#### **Standard 4**

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

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

#### **Commentary**

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

#### **Standard 5**

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

#### **Commentary**

None

#### **Standard 6**

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

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

#### **Commentary**

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

**Standard 7**

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

**Commentary**

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

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



# The Texas Law on Racial Profiling

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

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

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

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

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

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

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

(1) clearly define acts constituting racial profiling;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) the person's gender; and

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

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

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

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

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

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

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

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

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

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

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

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

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

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

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

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

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

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

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

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

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

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

(3) analyzing and reporting collected information.

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

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

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

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

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

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

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

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

(2) the registration number of the vehicle involved;

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

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

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

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

(7) the plea, the judgment, and whether bail was forfeited;

(8) [~~7~~] the date of conviction; and

(9) [~~8~~] the amount of the fine or forfeiture.

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

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

SECTION 9. Not later than January 1, 2002:

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

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

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

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

SECTION 12. This Act takes effect September 1, 2001

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President of the Senate

Speaker of the House

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

\_\_\_\_\_  
Secretary of the Senate

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

\_\_\_\_\_  
Chief Clerk of the House

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

# Modifications to the Original Law

## (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

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

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

(a) In this article:

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

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

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

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

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:
  - (A) the race or ethnicity of the individual detained; and
  - (B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and
  - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~



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

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

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

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

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

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

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

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

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

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

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

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

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

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

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

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

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

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

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

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

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

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

(a) In this article:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) a sentence is imposed on the person;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) a commission rule.

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

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

# Racial and Ethnic Designations (H.B. 3051)

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

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

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

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

(A) Alaska native or American Indian;

(B) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino ~~[, Native American, or Middle Eastern descent]~~.

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

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

(1) Alaska native or American Indian;

(2) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino ~~[, or Native American descent]~~.

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

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

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

\_\_\_\_\_  
Chief Clerk of the House

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

\_\_\_\_\_  
Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

\_\_\_\_\_  
Governor



# The Sandra Bland Act

## (S.B. 1849)

S.B. No. 1849

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

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

ARTICLE 1. SHORT TITLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

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

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

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

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

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

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

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

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

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

(2) it is reasonable to divert the person;

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

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

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

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

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

(1) establishing [a] new collaboratives; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

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

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

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

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

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

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

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

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

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

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

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

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

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

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

(A) determine if a prisoner is pregnant; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as follows:

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

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

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

(b) The prisoner safety fund consists of:

- (1) appropriations of money to the fund by the legislature; and
- (2) gifts, grants, including grants from the federal government, and other donations received for the fund.

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

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

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

- (1) a suicide;
- (2) an attempted suicide;
- (3) a death;
- (4) a serious bodily injury, as that term is defined by

Section 1.07, Penal Code;

- (5) an assault;
- (6) an escape;
- (7) a sexual assault; and
- (8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

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

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

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

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



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

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

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

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

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

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

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

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

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

#### ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

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

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

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

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

section.

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

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

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

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

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

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

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

- (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
  - (A) civil rights, racial sensitivity, and cultural diversity;
  - (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
  - (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
  - (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
    - (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
    - (ii) issues concerning sex offender characteristics.

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

as follows:

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

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

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

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

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

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

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

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

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

(1) clearly define acts constituting racial profiling;

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

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

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

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

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

relating to:

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

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

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

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

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

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

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

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

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

(2) the initial reason for the stop;

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

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

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

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

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

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

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

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

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

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

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

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

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

(2) make accessible online:

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

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

\_\_\_\_\_  
Senate Speaker of the House

\_\_\_\_\_  
President of the

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

\_\_\_\_\_  
Secretary of the Senate

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

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

\_\_\_\_\_  
Chief Clerk of the House

**ANGLETON  
POLICE DEPARTMENT  
RACIAL PROFILING POLICY**





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

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## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** February 15, 2022

**PREPARED BY:** Colleen Martin, Director of HR & Risk Management

**AGENDA CONTENT:** Discussion and possible action on the renewal of the Municipal Court Prosecutor's agreement.

**AGENDA ITEM SECTION:** Executive Session

**BUDGETED AMOUNT:** \$67,320.00                      **FUNDS REQUESTED:** \$69,086.64

**FUND:** 01-520-456

### EXECUTIVE SUMMARY:

The Municipal Court Prosecutor's previous agreement was entered into on January 22, 2021, and ended on January 21, 2023, with an annual contracted wage of \$67,320.00 per year.

The new agreement will begin February 1, 2023, and ends January 31, 2025, with an annual contracted wage of \$69,086.64.

The new agreement includes an annual review for a possible increase in the contracted wage.

### RECOMMENDATION:

Staff recommends the renewal of the Municipal Court Prosecutor's agreement.

**CONTRACT FOR  
MUNICIPAL PROSECUTOR LEGAL  
SERVICES CITY OF ANGLETON, TEXAS**

The Parties to this Contract for Municipal Prosecutor Legal Services are Perry R. Stevens, PO Box 17, Angleton, Texas 77515 (“Stevens”) and the City of Angleton, 121 S. Velasco Street, Angleton, Texas 77515 (“the City”). Stevens and the City are referred to collectively herein as “the Parties.”

WHEREAS the City desires to contract with Stevens under Code of Criminal Procedure section 45.201 to perform the services of a Deputy City Attorney serving as a Municipal Prosecutor representing the City of Angleton; and

WHEREAS Stevens desires to contract with the City to provide services as a Deputy City Attorney serving as a Municipal Prosecutor; and

NOW, THEREFORE, for the mutual covenants and considerations described herein, the parties agree as follows:

1. **ROLE OF STEVENS AND SCOPE OF WORK:** Stevens agrees to provide legal services to the City as the Deputy City Attorney serving as the primary Municipal Prosecutor, representing the City as Municipal Prosecutor in cases before the Municipal Court and any appeals. Stevens shall provide no other legal services to the City.
2. **QUALIFICATIONS AND PERFORMANCE:** Stevens shall provide competent, zealous legal services in a professional, skilled manner consistent with the Attorney’s responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure. Stevens must maintain the minimum qualifications to practice law in the state of Texas and must immediately inform the City Manager and City Attorney of any change in the status of the Attorney’s licensure.
3. **FEES AND EXPENSES FOR MATTERS WITHIN THE SCOPE OF WORK:** The City agrees to pay Stevens for his services at the rate of \$5,757.22 per month which is equivalent to the payment of \$69,086.64 annually. Stevens’s annual contracted rate shall be reviewed each January for consideration of an increase.
4. **DESIGNATED DEPUTY CITY ATTORNEY:** Stevens shall be designated as “Deputy City Attorney” for the City for the purposes of only representing the City in Municipal Court and appeals and shall have no other responsibility to the City under this Contract.
5. **BILLING AND COMPENSATION:** Stevens shall submit monthly invoices to the City for matters included in this Contract. Monthly invoices for work performed under this contract shall include a brief description of the work performed, the length of time it took to perform the work to the nearest tenth of an hour, the date that the work was performed, the fee for the work, and an itemized list of expenses associated with the work. All invoices (s) shall be submitted by Stevens as soon as possible after the end of each calendar month and are due and payable by the City within thirty (30) days of receipt by the City.

6. TERM: Subject to the terms of Paragraph 7, below, this Contract shall remain in full force and effect beginning February 1, 2023, and ending January 31, 2025, and may be renewed for two (2) additional years as approved by the City Council and subject to the availability of funds in the City's budget process.
7. TERMINATION: Either of the Parties may terminate this contract for any reason or for no reason by giving thirty (30) days written notice to the other party. Upon termination by either party, the City agrees to pay to Stevens all fees and expenses for services performed prior to the date of termination.
8. CONFLICTS: Stevens agrees not to undertake representation of any person or entity in a manner adverse to the City's legal interests during the term of the contract. Further, Stevens agrees that, to the best of his actual knowledge, Stevens, nor anyone in his firm who will be working on specific matters related to the representation of the City, has a personal, business, or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are or will be acting as legal advisors and representatives of the City. Stevens agrees to evaluate on an ongoing basis whether, in his professional judgment, a conflict may become apparent or imminent. In the event that Stevens believes a conflict may develop, Stevens will immediately communicate with City Attorney, City Manager, and Court Clerk about the perceived potential conflict.
9. INDEPENDENT CONTRACTOR: Stevens shall be an independent contractor to the City and shall not be an employee. This Contract does not create any partnership, joint venture, or relationship other than an independent contractor relationship. Stevens, nor his partners, Of Counsel attorneys, agents, or employees shall not be deemed to be an employee of the City for any purpose whatsoever, and Stevens shall not be eligible to participate in any benefits program provided by the City for its employees. Stevens shall be exclusively responsible for the payment of his own respective taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension, or other deferred compensation plans, including but not limited to worker's compensation and Social Security obligations, professional fees, or dues.
10. SPECIAL TERMS: The City Attorney also has the authority to provide such backup or lead support for the provision of prosecutorial legal services to the City if it is in the best interests of the City to do so and with the approval of the City Manager.
11. ASSIGNMENT: Stevens shall not assign or transfer his interest in this Contract.
12. APPLICATION OF LAWS: This Contract shall be interpreted, construed, and governed according to the laws of the State of Texas.
13. DISPUTE RESOLUTION: Any controversy, dispute, or disagreement arising out of or relating to this Contract, or any breach thereof, shall first be mediated. Each party shall bear its own attorneys' fees and costs for such dispute resolution.

14. NOTICE: All notices required to be sent under this Contract shall be in writing and given by First Class U.S. Mail or Personal Delivery addressed:

To Stevens: Perry R. Stevens  
PO Box 17  
Angleton, Texas  
77515

To the City: Chris Whittaker, City Manager  
City of Angleton  
121 S. Velasco St.  
Angleton, Texas 77515

Each Party shall have the continuing obligation to advise the other parties of any change of address.

15. AGREEMENT: This written authorization embodies the entire agreement between the Parties, and there are no other agreements, oral or written, with reference to this Contract. In case any one or more of the provisions contained in the Contract shall be held unenforceable, the remaining provisions contained herein shall not be impaired thereby.

16. AMENDMENTS: No change or modification to this Contract shall be valid unless made in writing and signed by both Parties.

17. EFFECTIVE DATE: The effective date of this Agreement is February 15, 2023.

SIGNED AND AGREED TO on behalf of the City of Angleton on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

City of Angleton

By: \_\_\_\_\_  
Chris Whittaker, City Manger

SIGNED AND AGREED TO on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Perry R. Stevens



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** February 15, 2023

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** 2023 Oyster Creek WWTP TPDES Permit Renewal

**AGENDA ITEM SECTION:** Consent Agenda

<b>BUDGETED AMOUNT:</b> \$16,700	<b>FUNDS REQUESTED:</b> \$16,700
<b>FUND:</b> N/A	

### EXECUTIVE SUMMARY:

The City owns and operates the Oyster Creek WWTP (SIC Code 4952) which is located at 500 Sebesta Road within the City of Angleton in Brazoria County, Texas. It is currently operating under TPDES Permit No. WQ0010548004 that was issued on September 20, 2018. Per this permit, the WWTP has a daily average effluent flow of 3.6 million gallons per day (MGD) and discharges wastewater into Oyster Creek.

This current permit will expire on September 20, 2023 and the City must submit an application for permit renewal to the Texas Commission on Environmental Quality (TCEQ) 180 calendar days prior to the expiration date which is on March 24, 2023. HDR has therefore prepared this proposal in order to complete the permit renewal.

**RECOMMENDATION:** Council to approve HDR's proposal for \$16,700 to renew their WWTP Discharge Permit with TCEQ.



February 2, 2023

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

**Re: Proposal for Professional Engineering Services  
2023 Oyster Creek Wastewater Treatment Plant (WWTP) TPDES Permit Renewal**

Dear Mr. Whittaker:

HDR Engineering, Inc. (HDR) is pleased to provide you with this fee proposal for Professional Engineering Services to assist the City of Angleton, Texas (City) in renewing their Oyster Creek Wastewater Treatment Plant (WWTP) Facility Texas Pollutant Discharge Elimination System (TPDES) Permit. For your convenience, this proposal consists of a General Overview, Scope of Services, Schedule, Deliverables, City Responsibilities, Fees, and Terms and Conditions Sections.

**GENERAL OVERVIEW:**

The City owns and operates the Oyster Creek WWTP (SIC Code 4952) which is located at 500 Sebesta Road within the City of Angleton in Brazoria County, Texas. It is currently operating under TPDES Permit No. WQ0010548004 that was issued on September 20, 2018. Per this permit, the WWTP has a daily average effluent flow of 3.6 million gallons per day (MGD), an average discharge 2-hour peak flow of 12,500 gallons per minute (GPM) and is authorized to treat and discharge wastewater to Oyster Creek Above Tidal in Segment No. 1110 of the San Jacinto-Brazos Coastal Basin.

This current permit will expire on September 20, 2023 and the City must submit an application for permit renewal to the Texas Commission on Environmental Quality (TCEQ) 180 calendar days prior to the expiration date which is on March 24, 2023. HDR has therefore prepared this proposal in order to complete the permit renewal application and submit it along with any associated fees to the TCEQ.

**SCOPE OF SERVICES:**

HDR's scope of services as described below identify the required tasks to complete and submit the permit renewal application to the TCEQ. It is HDR's understanding that there has been no change in the WWTP's capacity or treatment processes within the last five (5) years and thus HDR will be following the TCEQ standard permit renewal procedures.

**I. Project Management**

- Prepare the Project Management Plan, Quality Management Plan, and Safety Plan.
- Monitor and update the project schedule and budget. Prepare monthly invoices, assumed a total of (6) invoices.

**II. TPDES Permit Renewal**

- Conduct one (1) 1-hour internal kick-off meeting with four (4) HDR staff – Project Manager, Permitting Lead, GIS Lead, and EIT.

- Review existing TPDES Permit No. WQ0010548004 issued by the TCEQ and the materials available associated with the application for the permit.
- Assemble and complete forms for the permit renewal application. The permit renewal must be submitted to TCEQ no later than March 24, 2023 (180 calendar days before the current permit expiration date of September 20, 2023). The City shall provide information to HDR as necessary in order for HDR to complete the required permit renewal forms.
- Prepare an application for renewal of the permit consisting of the following parts:
  - Form 10400
    - TCEQ Core Data Form
  - Form 10053
    - Domestic Wastewater Permit Application Checklist
    - Application for a Domestic Wastewater Permit Administrative Report 1.0
    - Supplemental Permit Information Form (SPIF)
    - Payment Submittal Form
  - Form 10054
    - Domestic Technical Report 1.0
    - Domestic Technical Report Worksheet 2.0 Receiving Waters
    - Domestic Technical Report Worksheet 4.0 Pollutant Analyses Requirements
    - Domestic Technical Report Worksheet 5.0 Toxicity Testing Requirements
    - Domestic Worksheet 6.0 Industrial Waste Contribution
- Assemble and complete the following attachments to the permit renewal application:
  - USGS Topographic Map
  - WWTP Site Map
  - WWTP Process Flow Diagrams
  - WWTP Site Drawing
  - Pollutant analyses/laboratory sampling report
- Obtain water well location information as required from the Texas Water Development Board (TWDB).
- Provide a Draft of the permit renewal application in PDF format to the City for review. HDR will conduct a one (1) hour virtual meeting with the City to review the draft permit and discuss any questions. After this meeting, the City will have one week to provide comments and any missing data.
- Incorporate City review comments into the Draft permit renewal application and coordinate with the City on specific work items (i.e., sampling and testing) required to be included in the final permit application submittal to the TCEQ.
- Finalize permit application for submittal to TCEQ and mail it to TCEQ at least one (1) week (by March 17, 2023) before the March 24, 2023 deadline.
- Provide up to eight (8) hours of TCEQ coordination after submittal of application to TCEQ.

### III. Additional Services (Not Part of Current Scope)

- The following professional services can be provided at the City's request and are not part of the above-described scope of services for this proposal.
  - Significant modifications to the initial permit application to incorporate TCEQ review comments.
  - TCEQ-required public notices preparation and posting in the local English and Spanish newspapers.



- Testing or certification of any kind required by the permit or required for the permit application.
- Topographic surveys, stream surveys or other field surveys.
- TCEQ coordination beyond the time noted above.
- Public meeting attendance.
- Any other service not included specifically in the basic services.
- Preparation of sludge management plan.
- In the event that additional services are requested by the City, HDR will prepare a contract amendment for those services and present it to the City for approval.

**SCHEDULE:**

A summary of key project milestones and due dates are provided below:

- Anticipated Notice to Proceed from the City – 2/14/2023
- Draft Permit Application to City with Data Request & Meeting – 3/1/2023
- Finalize Permit Application – 3/8/2023
- City Review of Final Permit Application – 3/10/2023
- HDR to Address Comments from Review and Submit Revised Final Permit Application for City Signatures – 3/14/2023
- Submit/Mail to TCEQ – 3/17/2023
- Deadline for Permit Renewal Application to Arrive at TCEQ – 3/24/2023
- Support for total 8 hours of TCEQ coordination after permit renewal application is submitted during technical review phase

**DELIVERABLES:**

HDR will provide one (1) hard copy and one (1) electronic copy of the permit renewal application to the City. TCEQ requires submission of one (1) original application and three (3) printed copies of the permit renewal application. HDR will submit the permit renewal application to TCEQ.

**CITY RESPONSIBILITIES:**

The City shall be responsible for, and HDR may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the City and its operators to HDR pursuant to this Agreement. HDR may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

The City shall at its expense:

- Be responsible for payment of all required fees that must be submitted with the application. The application fee for renewals of wastewater treatment plants with flows greater than or equal to 1.0 MGD is \$2,015.00 (per TCEQ Form 10053 dated June 28, 2022).
- Provide all criteria and full information and furnish copies of all design and construction information.
- Furnish any other available information pertinent to the Project including previous design plans, reports and data relative to previous designs, or investigation at or adjacent to the Site.

- Following HDR's assessment of initially available Project information and data and upon HDR's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable HDR to complete the permit renewal application. Such additional information or data would generally include the following:
  - One (1) copy of the existing permit and existing permit application.
  - Test reports for all testing required to complete the permit application.
  - Monitoring reports for the last 12 months.
  - Groundwater monitoring data.
  - Soil sample test data.
  - Sludge sample test data.
  - Property maps showing treatment facilities, effluent storage sites, irrigation sites and any crop sites.
  - Signatures required on the completed application and copies.
  - Payment of all application fees, testing fees and other fees assessed by the State or other entities associated with the permit renewal.
  - Property descriptions.
  - Zoning, deed, and other land use restrictions, if required.
  - Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points, if required.
  - Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof, if required.
  - Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas, if required.
  - Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
  - Sludge Management Plan.
- It is understood that the data provided by the City will contain all data necessary information to prepare the required TCEQ permit renewal application components, including:
  - Detailed engineering reports/plans including design calculations, site controls, groundwater protection, odor/dust/bioaerosol management, ultimate use of finished product.
  - Pathogen reduction alternatives.
  - Vector attraction alternatives.
  - Volume and frequency of sludge disposal.
  - Calculations that show 25-year, 24-hour rainfall is prevented from leaving surface disposal unit.
  - Copy of closure plan and post-closure maintenance plan.
  - Groundwater monitoring data.
  - Effluent land application rates, effluent storage pond volume and dimensions.
- If, through no fault of HDR, such periods of time or dates are changed, or the orderly and continuous progress of HDR's services is impaired, or HDR's services are delayed or

suspended, then the time for completion of HDR's services, and the amounts of HDR's compensation, shall be adjusted equitably.

- If the City authorizes changes in the scope, extent, or character of the Project, then the time for completion of HDR's services, and the amounts of HDR's compensation, shall be adjusted equitably.
- The City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay HDR's performance of its services. The 180 calendar days before September 20, 2023 is a hard deadline and if not met the Permit Holder (City) will be out of compliance.

**FEES:**

HDR proposes to provide the above-described Scope of Services for an hourly, not-to-exceed fee of **\$16,700.00**. A detailed breakdown of HDR's fee is provided in Attachment A1.

**TERMS AND CONDITIONS:**

This project will be performed as a 'Project Engineering Design and Support Service' under the current Master Agreement for Professional Services with the City, and its terms and conditions will apply.

Invoices will be submitted on a monthly basis and the charges for lump sum services, hourly services, subcontract expenses, reimbursable expenses, and mileage will be in accordance with Attachment "A" – Fee Basis of the Master Agreement for Professional Services with the City.

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

Sincerely,

HDR Engineering, Inc.



David C. Weston  
Vice President/Area Manager

Attachments: Attachment 1 – HDR Level of Effort Spreadsheet

Acceptance: Please indicate acceptance of this letter agreement by affixing your signature or that of your authorized representative in the space below.

City of Angleton, Texas

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2023 Oyster Creek WWTP TPDES Permit Renewal**  
**City of Angleton, Texas**  
**Attachment A1 - Level of Effort**  
 February 2, 2023

Prepared:           RN           Date: 2-Feb-23  
 Reviewed:           JP           Date: 2-Feb-23  
 Approved:           JP           Date: 2-Feb-23

Description / Task	Principal	Client Manager	Sr. Tech. Lead, QA/QC	Project Manager	Process Engineer EIT	Process CADD / GIS	Project Accountant	TOTAL	LABOR	EXPENSES - TRAVEL	EXPENSES - PRINTING & MAILING	EXPENSES - PERMIT & PUBLIC ANNOUNCEMENT	SUB	TASK
	Tim Vail	John Peterson	Paula Jo Lemonds	Ryan Nokelby	Cole Kocmick	Aaron Butterer	Ann Marie Flores	HOURS	COST	COST	COST	COST	COST+10%	COST
<b>Billing Rate</b>	\$336	\$313	\$273	\$217	\$106	\$206	\$127							
<b>Task 1: Project Management</b>								<b>18.0</b>	<b>\$3,689</b>	<b>\$100</b>	<b>\$137</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,926</b>
Project Setup, PMP, QMP and Safety Plan	1			4			2	7.0	\$1,457	\$75	\$102			
Monthly Invoices (Assumed 6 months total project)		4		1			6	11.0	\$2,231					
	1	4	0	5	0	0	8							
<b>Task 2: TPDES WWTP Permit Renewal</b>								<b>73.0</b>	<b>\$12,774</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,774</b>
Internal Kickoff Meeting			1	1	1	1		4.0	\$802					
Data Collection and Review			1	2	4			7.0	\$1,131					
Application Forms			2	4	18			24.0	\$3,323					
Attachments			2		2	7		11.0	\$2,199					
Water well locations			2		2			4.0	\$759					
Compile and submittal of draft application to Owner					2			2.0	\$212					
Address Owner comments		1		1	4			6.0	\$954					
QA QC			3					3.0	\$820					
Submit final to Owner and TCEQ		2		1	1			4.0	\$948					
TCEQ coordination, technical assistance and respond to request for information			2	4	2			8.0	\$1,625					
<b>Subtotals</b>	<b>0</b>	<b>3</b>	<b>13</b>	<b>13</b>	<b>36</b>	<b>8</b>	<b>0</b>	<b>91.0</b>	<b>\$16,463</b>	<b>\$100</b>	<b>\$137</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,700</b>
<b>Project Total</b>														<b>\$16,700</b>



*property as manufactured housing is not feasible and would have a negative impact on public services and infrastructure).*

- d. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change (**Area is at the most southern boundary next to the ETJ, other commercial uses are likely to occur along the major corridors.**
- 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 commercial reinvestment, and pose no negative impact on the surrounding area.**)
- f. Any other factors that will substantially affect the public health, safety, morals, or general welfare. (**No factors will negatively affect the public health, safety, morals or general welfare if developed as proposed.**)

### Surrounding Conditions:

#### Existing Land Use and Zoning

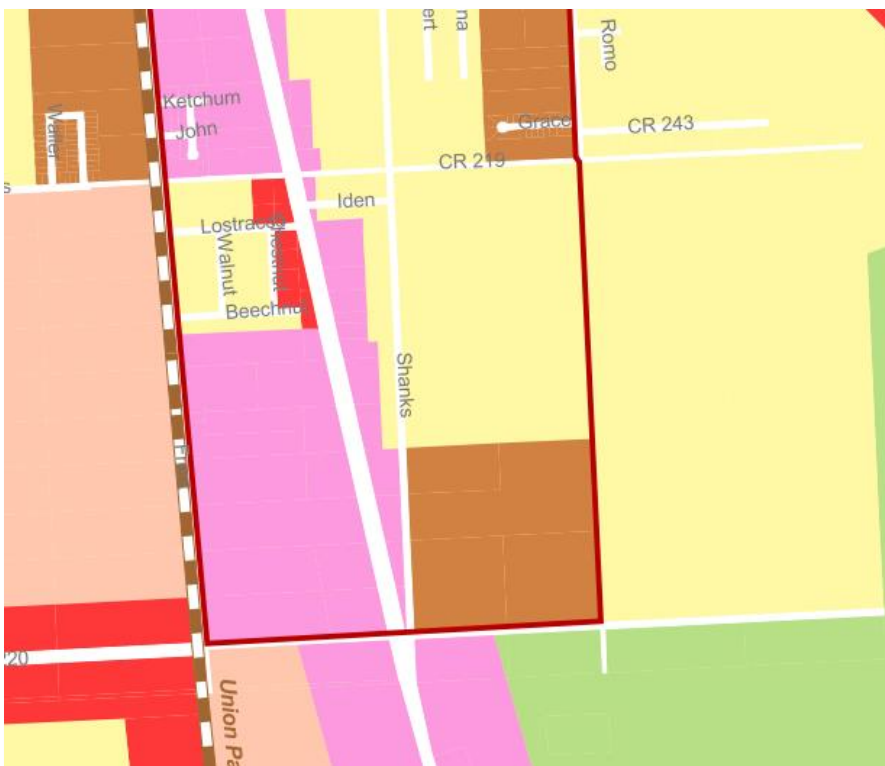
**North:** Shanks Road Residential/Manufactured Homes (MH) District.

**East:** AG, Light Industrial recently zoned; Planned District, Holding Zone

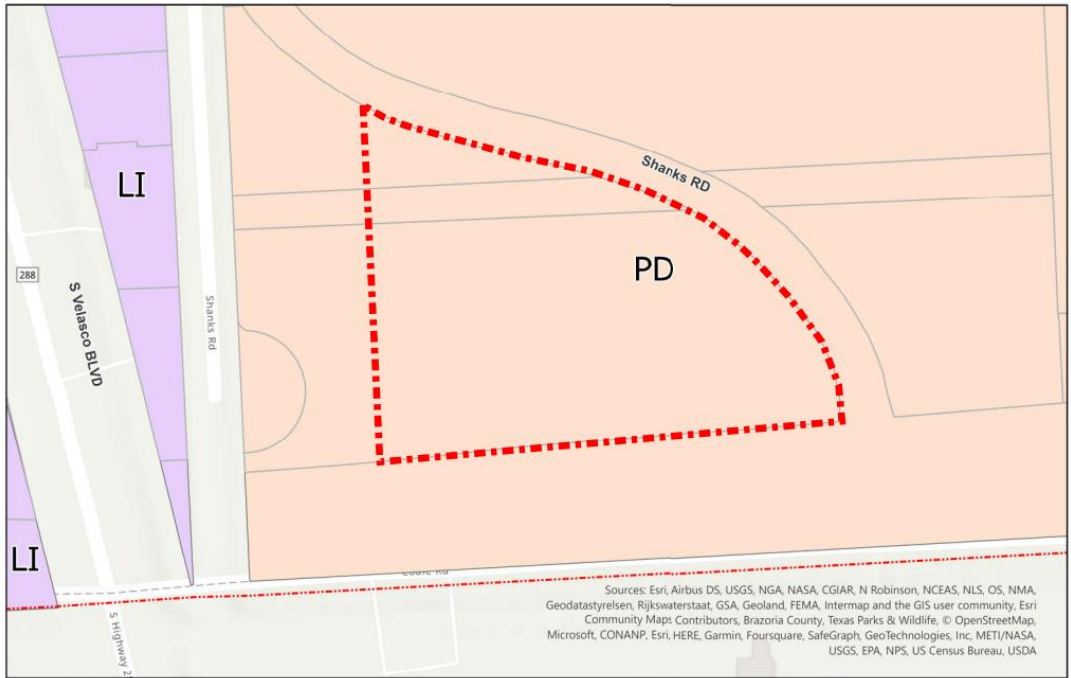
**West:** Light Industrial District and PD, Planned District, Holding Zone

**South:** City Limits Line, CR 220, ETJ /AG/Rural Residential area

#### Future Land Use Map



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



### ZONING MAP- Shanks Rd. Rezoning



**STAFF REVIEW:**

The applicant proposes to utilize the property in the future as commercial. No particular plan or details have been submitted at this time. Any proposal would have to meet all requirements of the City of Angleton, Code of Ordinances, Land Development and Zoning and all applicable standards for Sec. 28-57. - C-G—Commercial-general district, including the listed standards below. Any permitted access to and from CR 220 would need to be coordinated with Brazoria County as well.

**General Bulk Requirements for C-G Commercial are as follows:****Size of lot:**

- *Minimum lot area:* 10,000 square feet;
- *Minimum lot width:* 75 feet.
- *Minimum lot depth:* 100 feet.

**Size of yards:**

- *Minimum front yard:* 20 feet. All yards adjacent to a street shall be considered a front yard (see [section 28-106](#) for additional setback requirements).
- *Minimum side and rear yard:* 15 feet unless adjacent to a residentially zoned property (see below).
- *Interior side yards:* When retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site (i.e., lots/lease spaces abutting one another), no side yard is required provided it complies with the city's building code.
- *Minimum side or rear yard adjacent to a residential district:* 20 feet for one-story building, and an additional 20 feet for every story (or fraction thereof) above one-story in height.
- **Maximum lot coverage:** Maximum 80 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.).
- **Parking requirements:** As established by [section 28-101](#), off-street parking and loading requirements.
- **Driveway spacing** (i.e., distance between driveways, measured edge-to-edge):
- **Landscaping requirements:** See [section 28-102](#).
- **Screening requirements:** See [section 28-104](#).

**STAFF AND P&Z RECOMMENDATION:**

The Planning and Zoning Commission adopts this as its final report and recommend approval of the ordinance rezoning 3.35 acres from PD District to the Commercial General (C-G) District and forwards this item to City Council for final action.

**SUGGESTED MOTION:**

I move we approve the adopt the final report and approve the ordinance rezoning 3.35 acres from PD District to the Commercial General (C-G) District as forwarded to the City Council for final consideration.



**ORDINANCE NO. 20230215-010**

**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 OF 10.12 ACRES FROM THE PLANNED DEVELOPMENT DISTRICT (PD) TO COMMERCIAL-GENERAL (C-G) DISTRICT, FOR PROPERTY LOCATED ON THE WEST SIDE OF SHANKS ROAD, AT THE INTERSECTION OF CR220, ANGLETON, TX, BRAZORIA COUNTY; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The Planning and Zoning Commission conducted a public hearing on February 2, 2023; and

**WHEREAS**, the City Council conducted a public hearing on February 15, 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 February 2, 2023, made findings of fact that rezoning 3.35 acres from PD District to Commercial - General District (C-G), for property located on the west side of Shanks Road, at the intersection of CR220 would be consistent with the adjacent property in the area with generally accepted urban planning principals; and

**WHEREAS**, the City Council, on February 15, 2023, adopted by reference the findings of fact made by the Planning and Zoning Commission.

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

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

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

**SECTION 3.** That the Official Zoning Map of the City of Angleton is hereby amended in accordance with the provisions of this Ordinance to show the change in zoning district classification.

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

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

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

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

**PASSED AND APPROVED THIS 15<sup>TH</sup> DAY OF FEBRUARY, 2023.**

CITY OF ANGLETON, TEXAS

\_\_\_\_\_  
Jason Perez  
Mayor

ATTEST:

\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary

**EXHIBIT A**

**RANDY L. STROUD, P. E.**  
**CIVIL ENGINEER AND LAND SURVEYOR**  
**201 SOUTH VELASCO**  
**ANGLETON, TEXAS 77515**

979-849-3141  
 PE #050839

FIRM NO. 10020500

r\_stroud@sbcglobal.net  
 RPLS #2112

FIELD NOTES OF A 3.35 ACRE TRACT OUT OF LOT 5, BLOCK 5 OF THE SUBDIVISION OF THE EAST ONE-HALF OF THE EDWIN WALLER LEAGUE, ABSTRACT 134, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE RECORDED MAP OR PLAT THEREOF IN VOLUME 26, PAGE 210 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a mag nail found in concrete in the East right-of-way line of Shanks Road (City of Angleton, 60 feet wide); said nail marking the Northwest corner of Lot 5, Block 5 of the Subdivision of the East one-half of the Edwin Waller League, Abstract 134, Brazoria County, Texas;

- THENCE; South 2° 56' 53" East (Reference Bearing) 275.83 feet, along the East right-of-way line of Shanks Road, to a 5/8" iron rod found, with plastic cap stamped "Baker and Lawson",
- THENCE; North 52° 07' 25" East 26.78 feet to a 5/8" iron rod, with plastic cap stamped "Baker and Lawson", found for angle point in the Southwest right-of-way line of the relocated Shanks Road;
- THENCE; In a southeasterly direction, along the Southwest right-of-way line of Shanks Road, around a non-tangent curve to the left having a radius of 455.00 feet, through a chord which bears South 47° 59' 56" East 160.74 feet to a 1/2" iron rod found for the place of beginning of the herein described tract;
- THENCE; In a southeasterly direction, along the Southwest right-of-way line of Shanks Road around said non-tangent curve to the left having a radius of 455.00 feet, through a chord which bears South 67° 08' 41" East 140.51 feet to a 5/8" iron rod, with plastic cap stamped "Baker and Lawson", found at the end of said curve;
- THENCE; South 75° 54' 10" East 175.69 feet, along the Southwest right-of-way line of Shanks Road, to a 5/8" iron rod, with plastic cap stamped "Baker and Lawson", found at the beginning of a curve to the right having a radius of 380.93 feet;
- THENCE; In a southeasterly direction, along the Southwest right-of-way line of Shanks Road, around said curve to the right through a chord which bears South 46° 33' 44" East 374.83 feet to a 5/8" iron rod found for corner in the North right-of-way line of County Road 220;

FIELD NOTES OF A 3.35 ACRE TRACT CONTINUED.....PAGE 2 OF 2

THENCE; South 85° 22' 49" West 130.10 feet, along the North right-of-way line of County Road 220, to a 5/8" iron rod, with plastic cap stamped "Weisser", found at the beginning of a curve to the right having a radius of 6162.00 feet;

THENCE; Along the North right-of-way line of County Road 220, around said curve to the right through a chord which bears South 85° 48' 54" West 222.70 feet to a 5/8" iron rod, with plastic cap stamped "Weisser", found at the end of said curve;

THENCE; South 84° 52' 17" West 27.37 feet, along the North right-of-way line of County Road 220, to a 5/8" iron rod, with plastic cap stamped "Weisser", found at the beginning of a curve to the left having a radius of 5898.00 feet;

THENCE; In a westerly direction, along the North right-of-way line of County Road 220, around said curve to the left, through a chord which bears South 84° 09' 17" West 172.87 feet to a 1/2" iron rod found for corner at the Southeast corner of a 1.25 acre tract;

THENCE; North 2° 57' 01" West 402.09 feet, along the East line of said 1.25 acre tract, to the place of beginning.

Said tract therein containing 3.35 acres of land.

CERTIFIED: Randy L. Stroud  
Randy L. Stroud, P. E. Registered Professional Land Surveyor #2112

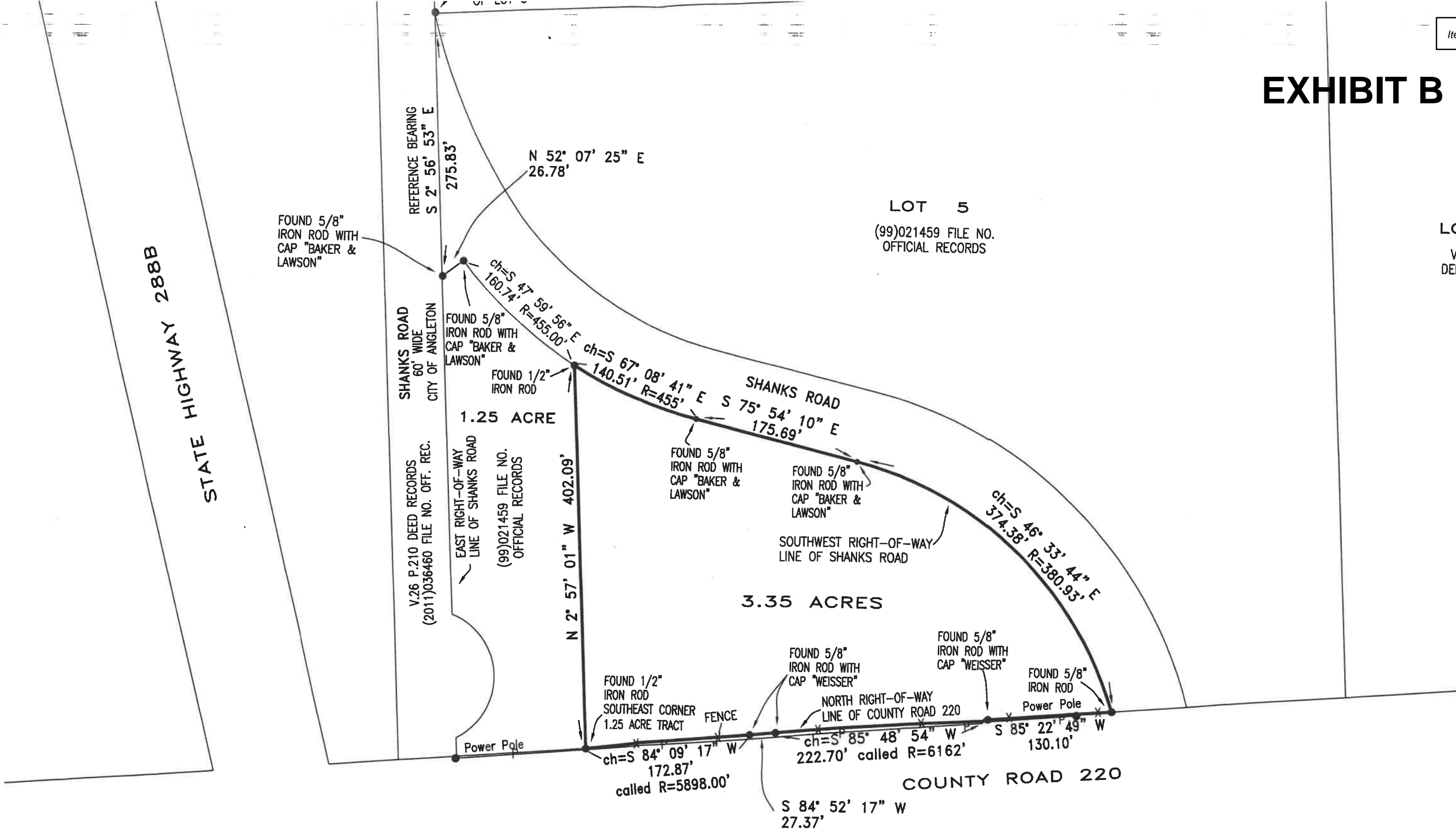
\*See attached plat.

4T27677B  
September 8, 2022



# EXHIBIT B

LOT  
V.943 P.7  
DEED RECOI



A PLAT OF A 3.35 ACRE TRACT OUT OF LOT 5, BLOCK 5 OF THE SUBDIVISION OF THE EAST ONE-HALF OF THE EDWIN WALLER LEAGUE, ABSTRACT 134, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE RECORDED MAP OR PLAT THEREOF IN VOLUME 26, PAGE 210 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED.





**CITY OF ANGLETON  
PLANNING AND ZONING COMMISSION MINUTES  
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515  
THURSDAY, FEBRUARY 02, 2023 AT 12:00 PM**

**RECORD OF PROCEEDINGS**

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE PLANNING AND ZONING COMMISSION FOR CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON THURSDAY, FEBRUARY 2, 2023, AT 12:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

**DECLARATION OF A QUORUM AND CALL TO ORDER**

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

**PRESENT**

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

**ABSENT**

Commission Member Ellen Eby

1. Discussion and possible action on the minutes for the Planning and Zoning Commission meeting on January 5, 2023.

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

**Commission Action:** Approved. Motion carried unanimously, 6-0 vote.

**PUBLIC HEARINGS AND ACTION ITEMS**

2. Conduct a public hearing, discussion, and take possible action on a request for approval of an ordinance rezoning approximately 3.35 acres from the Planned Development District (PD) to C-G, Commercial General Zoning District, for property located on the west side of the Shanks Road extension, at the intersection of CR220, Angleton, TX, Brazoria County.

**D.S. Director Otis Spriggs:** Presented the requested rezoning for the property that's currently zoned PD on the current zoning map. Mr. Spriggs noted that we have had an influx of applications in this area. This original tract was subdivided by the extension of

Shanks Road and was under one ownership. The upper 10 acres has changed hands; Planning and Zoning Commission heard that petition last meeting. The subject project site as notated is at the intersection of Shanks Road and County Road 220. This property has been requested for the commercial general zoning district. General Commercial category would allow for all uses in the "C-G" zoning district to be developed that would meet the code in terms of bulk restrictions as well as landscaping, access management, and site plan and planning processes. Staff has weighed the criteria for rezoning and felt that with the proximity to major arterials in the area, it would be fitting for service-oriented retail to serve the area. In terms of location, it meets the criteria in terms of impact and would not cause any adverse impact on the area, if were to go through the development process, Staff will ensure compatibility is achieved otherwise. We've listed the requirements for the C-G general commercial zoning standards that we will apply to this property, and we're requesting and recommending approval that the request be sent to City Council for final consideration and approval. The applicant is here to address the Commission as well.

Chairman Garwood recognized Ms. Nina Vrazel, property owner, who concurred with Staff.

**Public Input:** None.

**Commission Action:** Commission Member Bonnie McDaniel: Made a motion to approve the ordinance adopting this as the final report and recommended approval of an ordinance rezoning 3.35 acres from PD District to Commercial General District to the City Council for final consideration and approval. Motion was seconded by Commission Member Michelle Townsend.

**Roll Call Vote:** (6-0 Vote).

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

**ADJOURNMENT: 12:44 PM.**

PER: MAD  
REF#: 1009

TRAN: 900.1180 CONSULTANT/PLAN/REV  
CONSULTANT REVENUE 150.00CR

TENDERED: 150.00 CHECK  
APPLIED: 150.00-

OFFICE USE ONLY	
Date received: <u>8/5/22</u>	Fee: \$ <u>150.00</u>
P&Z Public Hearing date: _____	
Date to send cert. letters: _____	
Date to publish: _____	
Proof of taxes paid: _____	date verified: _____

### CITY OF ANGLETON RE-ZONE APPLICATION

Name(s) of Property Owner: KENNETH BARCHAK Nina Vraze!  
 Current Address: 1915 CR660 Email: ninavrazel@yahoo.com  
 City: DANBURY State: TX Zip: 77534  
 Home Phone: — Business Phone: — Cell: 979-583-3610

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

Name of Applicant: KENNETH BARCHAK Nina Vraze!  
 (If different than Property Owner)  
 Address: ~~Shanks Road~~ <sup>NSV</sup> 1915 CR660 Email: ninavrazel@yahoo.com  
 City: Danbury State: TX Zip: 77534  
 Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell: 979-583-3610

Address/Location of Property to be Re-zoned: Shanks Rd metes & bounds attached

Legal Description: 3.35 Undivided A0134E Blot Tracts S-5A-5B-5C  
 Metes & Bounds Lot(s) Block Subdivision

#### ATTACH MAP/SURVEY OF PROPERTY

Has the property been platted? YES NO  
 Current Zoning: PD Current Use: undeveloped  
 Proposed Zoning: CG Proposed Use: commercial

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

**RECEIVED**  
 AUG 05 2022  
 BY: M. Barron





### CITY OF ANGLETON APPOINTMENT OF AGENT

As owner of the property described as \_\_\_\_\_  
I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: Nina VRAZEL

Mailing Address: 1915 CR 660 Email: ninavrazel@yahoo.com

City: Danbury State: TX Zip: 77534

Home Phone: (979) 583-3610 Business Phone: ( )

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

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

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

Signature of owner Kenneth Barchak Title \_\_\_\_\_

Printed/Typed Name of owner KENNETH BARCHAK Date 7-2-22

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

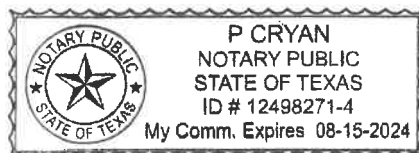
STATE OF TEXAS §

COUNTY OF Brazoria §

Before me, PCRYAN, on this day personally appeared Kenneth Barchak known to me (or proved to me on the oath of \_\_\_\_\_ or through TXDL) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 2 day of August, 2022

(SEAL)



Notary Public Signature

15 Aug 24  
Commission Expires

TAX CERTIFICATE



KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
111 E. LOCUST
ANGLETON, TEXAS 77515

979.864.1320
979.388.1320
281.756.1320

Issued To:

VRAZEL NINA
1915 CR 660
DANBURY, TX 77534

Legal Description

A0134 E WALLER BLOCK 5 TRACT 5-5A-5B-5C
(SD E/2) ACRES 13.3208, UNDIVIDED
INTEREST 50.000000000000%

Fiduciary Number: 31435404

Parcel Address: SHANKS RD

Legal Acres: 13.3208

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Account Number: 0134-0353-002

Print Date: 08/02/2022 11:25:48 AM

Certificate No: 247678653

Paid Date: 08/02/2022

Certificate Fee: \$10.00

CHECK NO. 1008

Issue Date: 08/02/2022

Parent No. 6903-40

Operator ID: YSENIAR

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2021. TAXES THRU 2021 ARE PAID IN FULL. TAXES HAVE NOT BEEN CREATED FOR YEAR(S): 2022.

Exemptions:

Certified Owner:

VRAZEL NINA JOY
1915 COUNTY ROAD 660
DANBURY, TX 77534-9754

Certified Tax Unit(s):

- 1 BRAZORIA COUNTY
9 SPECIAL ROAD & BRIDGE
21 ANGLETON ISD
32 ANGLETON - DANBURY HOSPITAL
41 PORT FREEPORT
51 ANGLETON DRAINAGE DIST. NO 1
88 CITY OF ANGLETON

Table with 2 columns: Description and Amount. Rows include 2021 Value (\$180,000), 2021 Levy (\$4,698.41), 2021 Levy Balance (\$0.00), Prior Year Levy Balance (\$0.00), Total Levy Due (\$0.00), P&I + Attorney Fee (\$0.00), and Total Amount Due (\$0.00).

DUE TO ITS ASSIGNED USAGE, THE ABOVE LEGAL PROPERTY MAY HAVE RECEIVED SPECIAL VALUATION, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION.

Reference (GF) No: N/A

Issued By: [Signature]

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR
(979) 864-1320, (979) 388-1320, (281) 756-1320

**TAX CERTIFICATE**



**KRISTIN R. BULANEK**  
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR  
111 E. LOCUST  
ANGLETON, TEXAS 77515

979.864.1320  
979.388.1320  
281.756.1320

**Account Number:** 0134-0353-002  
**Certificate No:** 247678653

<b>Account Number</b>	<b>Year(s)</b>	<b>Amount Due</b>	<b>Cause Number</b>
6903-40	No Years	0.00	

TAX CERTIFICATE



KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
111 E. LOCUST
ANGLETON, TEXAS 77515

979.864.1320
979.388.1320
281.756.1320

Issued To:

VRAZEL NINA
1915 CR 660
DANBURY, TX 77534

Legal Description

A0134 E WALLER BLOCK 5 TRACT 5-5A-5B-5C
(SD E/2) ACRES 13.3208, UNDIVIDED
INTEREST 50.000000000000%

Fiduciary Number: 31435404

Parcel Address: SHANKS RD

Legal Acres: 13.3208

<---

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Account Number: 0134-0353-001

Print Date: 08/02/2022 11:24:58 AM

Certificate No: 247678651

Paid Date: 08/02/2022

Certificate Fee: \$10.00

CHECK NO. 1008

Issue Date: 08/02/2022

Parent No. 6903-40

Operator ID: YSENIAR

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Exemptions:

Certified Owner:

BARCHAK KENNETH CHARLES
3618 SHASTA CT
PEARLAND, TX 77584-5506

Certified Tax Unit(s):

- 1 BRAZORIA COUNTY
9 SPECIAL ROAD & BRIDGE
21 ANGLETON ISD
32 ANGLETON - DANBURY HOSPITAL
41 PORT FREEPORT
51 ANGLETON DRAINAGE DIST. NO 1
88 CITY OF ANGLETON

Table with 2 columns: Description and Amount. Rows include 2021 Value (180,000), 2021 Levy (\$4,698.41), 2021 Levy Balance (\$0.00), Prior Year Levy Balance (\$0.00), Total Levy Due (\$0.00), P&I + Attorney Fee (\$0.00), and Total Amount Due (\$0.00).

DUE TO ITS ASSIGNED USAGE, THE ABOVE LEGAL PROPERTY MAY HAVE RECEIVED SPECIAL VALUATION, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION.

Reference (GF) No: N/A

Issued By: [Signature]

KRISTIN R. BULANEK
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(979) 864-1320, (979) 388-1320, (281) 756-1320

**TAX CERTIFICATE**



**KRISTIN R. BULANEK**  
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR  
111 E. LOCUST  
ANGLETON, TEXAS 77515

979.864.1320  
979.388.1320  
281.756.1320

**Account Number:** 0134-0353-001  
**Certificate No:** 247678651

<b>Account Number</b>	<b>Year(s)</b>	<b>Amount Due</b>	<b>Cause Number</b>
6903-40	No Years	0.00	

**ORDINANCE NO. 20230215-011**

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING SPECIFIC USE PERMIT TO ALLOW FOR A TATTOO AND BODY PIERCING STUDIO AT 117 W. MYRTLE STREET, ANGLETON, TX, BRAZORIA COUNTY, TEXAS, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR REPEAL AND EFFECTIVE DATE, AND FINDINGS OF FACT.**

**WHEREAS**, On February 2, 2023, the City of Angleton Planning & Zoning Commission held a public hearing and approved the Specific Use Permit (SUP) submitted by Seven Souls, for a Tattoo and Body Piercing Studio to be located in the Commercial- General District (C-G), at 117 W. Myrtle Street, Angleton, TX.; and

**WHEREAS**, on February 2, 2023, the City of Angleton Planning & Zoning Commission, after conducting a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the proposed tattoo and body piercing studio; and

**WHEREAS**, on February 15, 2023, the City of Angleton City Council conducted a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the proposed tattoo and body piercing studio; and

**WHEREAS**, the City considered the factors and provisions set forth in the City of Angleton Code of Ordinances, Chapter 28 Zoning, Sec. 28-63 Specific Use Permits, and considered the proposed tattoo and body piercing studio to be located at 117 W. Myrtle Street, Angleton, TX., as shown on Exhibit “A”; and

**WHEREAS**, the City Council desires to grant the Specific Use Permit (SUP) submitted by Seven Souls Tattoo Studio, at 117 W. Myrtle Street, to allow a tattoo and body piercing studio.

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

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

**SECTION 2.** City Council approves the Specific Use Permit in accordance with City of Angleton Code of Ordinances Sec. 28-63 Specific Use Permits (SUP), subject to the following conditions:

- 1.) Hours of Operation for the Tattoo Studio and Body Piercing Studio shall be from 10:00 AM to 6:00 PM or till 8. PM during the week, and 10:00 AM to midnight during the weekends.
- 2.) Revocation of the Specific Use Permit may occur at any time if one or more of the conditions set forth in this Ordinance have not been met or are violated.
- 3.) Specific Use Permit is conditioned upon a valid lease -hold interest being held by the business granted the Specific Use Permit; and
- 4.) The term of the granting of this SUP shall be temporary, expiring one year from date of the approval of this SUP is granted, to allow the applicant, Seven Souls, to demonstrate compliance with of the above cited terms and conditions of the SUP and all City Codes of Ordinances. Upon it' s one- year review, the Council may extend the approval of the SUP for an additional temporary term, or may revoke the approval of the SUP immediately, or after the one- year original SUP term lapses.
- 5.) Commencement of the use shall not be carried out until the applicant has secured all the permits and approvals required by these zoning regulations, the city's Code of Ordinances, and any permits that may be required by regional, state or federal agencies.

**SECTION 3.** *Repeal.* All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

**SECTION 4.** *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**SECTION 5.** *Effective date.* That this Ordinance shall be effective and in full force immediately upon its adoption.

**SECTION 6.** *Proper Notice & Meeting.* It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED, APPROVED AND ADOPTED THIS 15<sup>TH</sup> DAY OF FEBRUARY, 2023.**

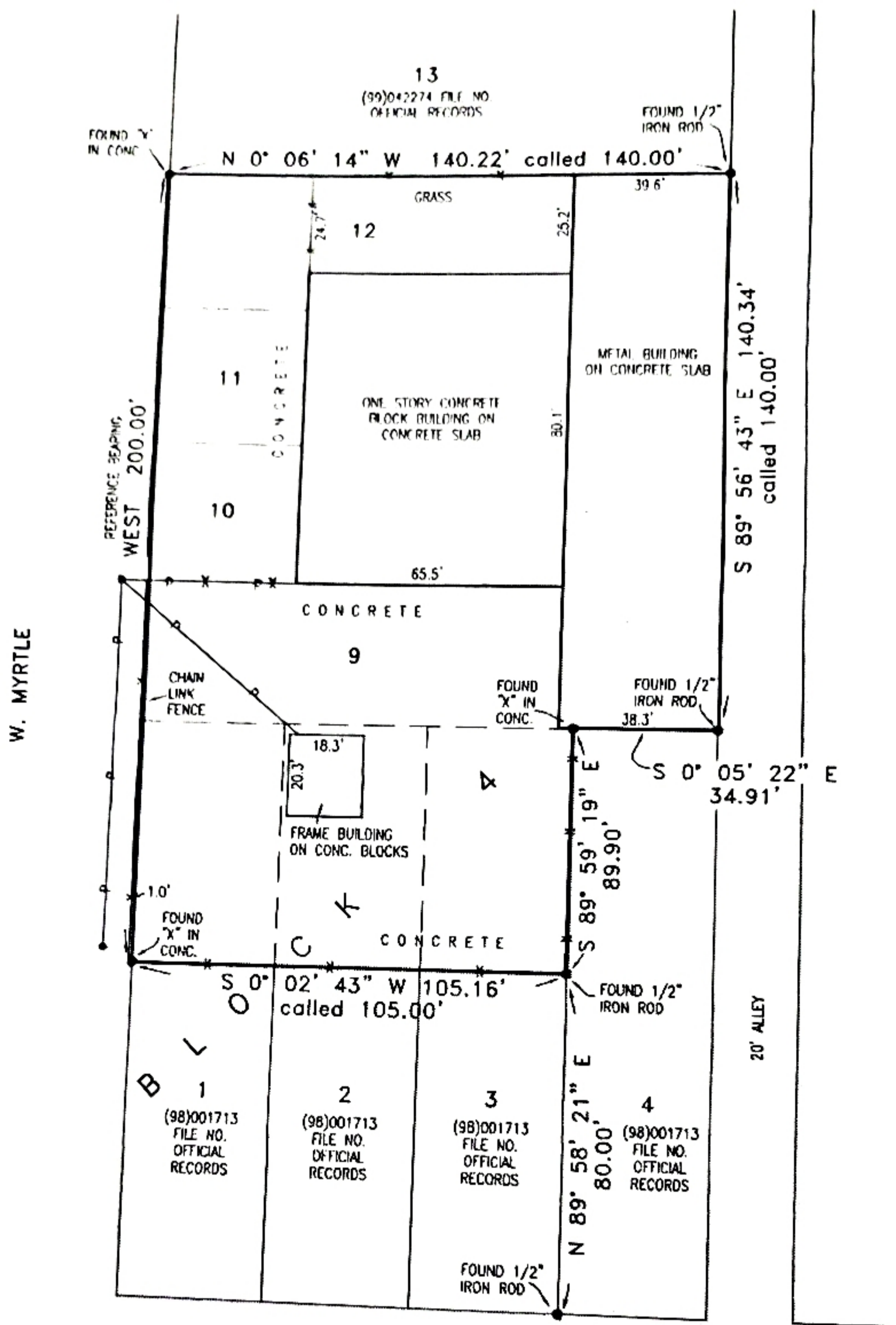
CITY OF ANGLETON, TEXAS

\_\_\_\_\_  
Jason Perez  
Mayor

ATTEST:

\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary





NOTE:  
HOUSTON NATURAL GAS COMPANY  
RIGHT-OF-WAY RECORDED IN  
V.220, P.385 OF THE DEED  
RECORDS DOES NOT AFFECT  
THIS PROPERTY.

FRONT STREET

125 W. MYRTLE - - - ANGLETON, TEXAS 77515

A PLAT OF LOTS 9, 10, 11, AND 12, AND THE EAST 60 FEET OF LOTS 1, 2, AND 3, BLOCK 4, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ACCORDING TO  
PLAT RECORDED IN VOLUME 34, PAGE 2 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

SCALE: 1" = 30'

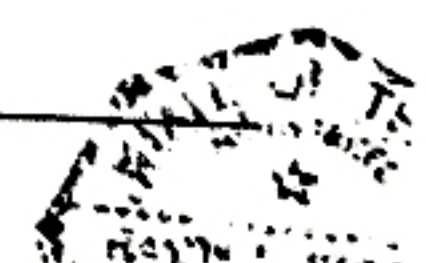
4T 13,363

12-12-05

THE PLAT HEREON IS A REPRESENTATION OF THE PROPERTY AS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER  
MY SUPERVISION IN DECEMBER, 2005. THE LINES AND DIMENSIONS OF SAID PROPERTY ARE AS INDICATED. THE SIZE,  
LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN. ALL IMPROVEMENTS, BEING WITHIN THE BOUNDARIES OF THE PROPERTY,  
LINES THE DISTANCES INDICATED. I HAVE LOCATED THE APPARENT ENCROACHMENTS SHOWN ON THE PLAT HEREON.

CERTIFIED CORRECT: *Randy L. Stroud*  
RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR  
LICENSE #2112

FROM THE OFFICE OF:  
RANDY L. STROUD, P.E.  
201 SOUTH VELASCO





**CITY OF ANGLETON  
PLANNING AND ZONING COMMISSION MINUTES  
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515  
THURSDAY, FEBRUARY 02, 2023 AT 12:00 PM**

### RECORD OF PROCEEDINGS

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE PLANNING AND ZONING COMMISSION FOR CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON THURSDAY, FEBRUARY 2, 2023, AT 12:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

#### DECLARATION OF A QUORUM AND CALL TO ORDER

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

#### PRESENT

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

#### ABSENT

Commission Member Ellen Eby

1. Discussion and possible action on the minutes for the Planning and Zoning Commission meeting on January 5, 2023.

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

**Commission Action:** Approved. Motion carried unanimously, 6-0 vote.

#### PUBLIC HEARINGS AND ACTION ITEMS

4. Conduct a public hearing, discussion, and take possible action on an application for a **Special Use Permit (SUP)** pursuant to Sec. 28-63 of the Code of Ordinances to consider a request submitted by Seven Souls Tattoo Studio, to allow for a Specific Use Permit for a Tattoo and Body Piercing Studio at the property located at 117 West Myrtle Street, Angleton, TX.

**D.S. Director Otis Spriggs** presented the findings of the report noting that the property is currently zoned "C-G" general commercial. It lies in the core of our downtown area

on Myrtle St. Most of the land in the vicinity, is zoned CBD. Under the current zoning- "C-G" commercial, the tattoo salon and body piercing uses can only be in this district by applying a specific use. Staff has included a summary of the State health regulations, which are organized and enforced by the state in terms of inspection and licensing. The specific use criteria for evaluating specific uses are outlined. Some of us have had an opportunity to deal with this type of uses in downtown areas, and they tend to attract some evening activity as well as daytime. But when individuals get tattoos, they are usually downtown participating in other activities, such as dining or nighttime entertainment and enjoyment. The applicants approached the city early in the process, wanting to locate within the city limits.

**Mr. Spriggs** added that Staff sent letters of notice to owners within 200 feet of the property, as well advertised the legal notice in the local newspaper. The city received one letter of support from the Mayor of Lake Jackson, who has had some experience with this applicant in the City of Lake Jackson. The mayor provided some positive feedback in terms of the Seven Souls' business reputation.

Since agenda posting, staff has discussed with the P&Z chairman, the possibility of placing some level of restriction on the use, to move towards a positive recommendation to Council, such as the hours of operation, which tends to be a concern for some specific uses, and as well as the duration of use. This would allow for interim inspections as well review of the operation to endure that the use does not violate some of the restrictions of the code or become a nuisance. The 5 added conditions would address some of those issues and hold the applicant to some level of responsibility with us.

**Chairman Garwood** opened the public hearing on this item with no objection.

**Applicant:** **Mr. Alejandro Cantu** appeared before the Commission expressing support of the use. **Ariel Laura** appeared in support as well.

**Ariel Laura** stated that she is a Lake Jackson resident and she's here in support of Seven Souls Tattoo studios and has had a wonderful experience with them in the City of Lake Jackson. She would love to see them grow and expand.

**D.S. Director Otis Spriggs** stated that he listed a suggested hour of operation, as a placeholder for discussion. Staff is open to Commission suggestions.

**Commission Member Bonnie McDaniel** stated that this is a good place. She noted that she worked on downtown revitalization very diligently, for about 15 years give or take. Although I would love to have the business in the downtown, that area is just that one or two blocks right there at Business 288 and 35 is just so critical on how it's developed. However, visiting with some of the business owners, they didn't have a problem with it. The only concern received was concerning the hours of operation, concerns of opening late at night or disturbances caused in the downtown area.

**Applicant Alejandro Cantu** stated that their hours at the Lake Jackson location is open from 10:00 AM to 6:00 PM or till 8. PM during the week, and 10:00 AM to midnight during the weekends. They had considered being open the same amount time as the Dirty South which closes at 2 AM. Mr. Cantu noted that he is open to recommendations on it, and asked if they could at least stay open till midnight. If the police are called our establishment could be shut down by the State.

**D.S. Director Otis Spriggs** commented regarding the layout, please verify for the Commission the number of stations and typically how many people you would have in the facility at one time.

**Applicant Alejandro Cantu** stated they will have five stations total. Four that are strictly tattoos and one that does tattoos and piercings. There are 5 artists, one client per artist with a front desk. There will be 25-30 people maximum at once.

**Chairman Garwood** closed the public hearing on this item with no objection.

**Commission Member Bonnie McDaniel** asked about the time element. Chairman Garwood clarified that there is a recommendation for a one year.

**Commission Member Michelle Townsend** asked the applicant how long they have been opened in Lake Jackson? He replied 1 year. She also asked would it still require a specific use permit under CBD?

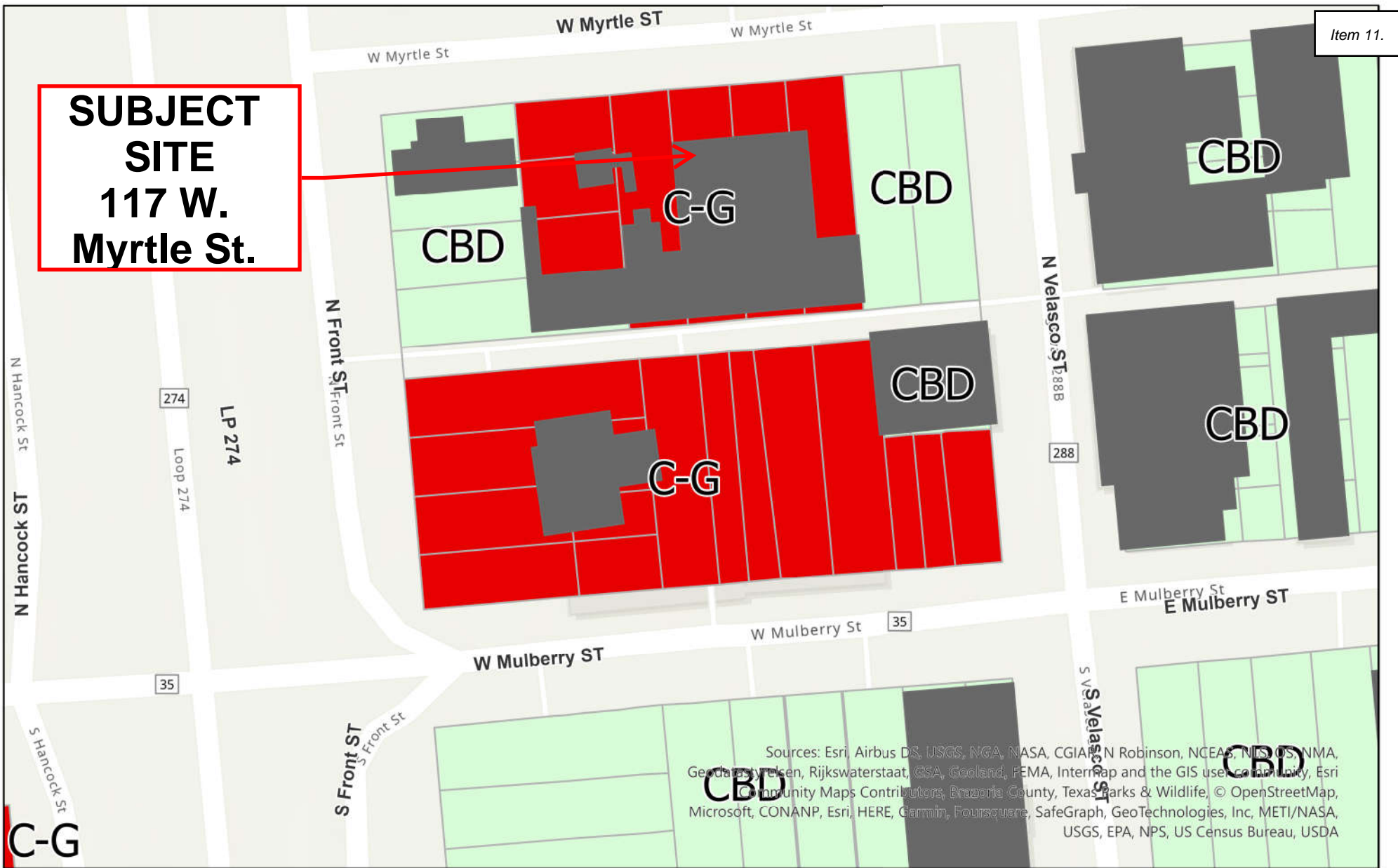
**D.S. Director Otis Spriggs** stated that it's allowed as specific use permit in a number of our commercial districts. He also asked for clarification on the specifics on the hours of operation.

**Commission Member Bonnie McDaniel** asked for clarity on the hours of operation in Lake Jackson.

**Applicant Alejandro Cantu** answered from 10:00 AM to 8:00 PM during the week, then on Friday and Saturday 10:00 AM to midnight.

**Commission Member Bonnie McDaniel** made a motion to approve the S.U.P. and recommend it to Council subject to the noted conditions and that this particular business would have hours of operation from 10:00 AM to 8:00 PM during the week; then on Friday and Saturday with a one-year duration from the Certificate of Occupancy; Motion was seconded by Commission Member Michelle Townsend.

**ADJOURNMENT: 12:44 PM.**



# ZONING MAP- SEVEN SOULS TATTOO- SUP



# CITY COUNCIL AGENDA SUMMARY

**MEETING DATE:** February 15, 2023

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

**AGENDA CONTENT:** Conduct a public hearing, discussion, and take possible action on an application for a **Special Use Permit (SUP)** pursuant to Sec. 28-63 of the Code of Ordinances to consider a request submitted by Seven Souls Tattoo Studio, to allow for a Specific Use Permit for a Tattoo and Body Piercing Studio at the property located at 117 West Myrtle Street, Angleton, TX.

**AGENDA ITEM SECTION:** Public Hearing and Action Item

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:** Alejandro Daniel Cantu, Seven Souls Tattoo Studio is requesting consideration of a Specific Use Permit for a Tattoo Studio at the property located at 117 West Myrtle Street, Angleton, TX., within the Commercial General Zoning District (CG). ARTICLE IV. - USE REGULATIONS, Sec. 28-81.b. - Use regulations (Charts) permits the Studio, Tattoo and Body piercing use only by a Specific Permit approval within the Commercial General, C-G and or Light Industrial (LI) Districts.

(See map to the right of Aerial View of subject property).



View of 117 West Myrtle Street, Looking at Subject property, and site



View of 117 West Myrtle Street, Looking at subject property, and site







## STAFF ANALYSIS:

### Licensing: General Tattoo and Body Piercing Studio Requirements

Texas Department of State Health Services (DSHS) requires any business in the practice of producing an indelible mark or figure on the human body by scarring or inserting pigments under the skin using needles, scalpels or other related equipment to license with the Department of State Health Services. This includes studios that perform traditional tattooing, permanent cosmetics and scarification. An artist may not tattoo a person younger than 18 without meeting the requirements of 25 Texas Administrative Code, §229.406(c), whose parent or guardian determines it to be in the best interest of the minor child to cover an existing tattoo.

The Drugs and Medical Devices Group is responsible for conducting on-site inspections of tattoo and body piercing studios. During these inspections, the department ensures the studios comply with state and local laws and regulations.

#### DSHS ensures:

- The building is well maintained and clean.
- The artist practices universal precautions to prevent the spread of infection, such as:
  - Washes hands with a germicidal soap.
  - Wears clean clothing and single-use gloves.
  - Uses personal protective equipment.
  - Uses instruments that are either disposable or are routinely sterilized.
  - Follows proper handling and disposal of waste.
- There are sterilization records showing routine sterilization practices.
- The artist prohibits the tattooing or body piercing of minors (unless above mentioned conditions are met).
- The artist prohibits the tattooing or body piercing of people under the influence of drugs or alcohol.
- The tattooist maintains records for each person receiving a tattoo or body piercing.
- The tattooist reports any infection or adverse reaction to the Texas Department of State Health Services.

### Zoning Code: Current Related Regulations

The current adopted Zoning Code under Sec. 28-112. – Definitions, defines **Studio, tattoo or body piercing as** “ a building or portion of a building used for selling and/or applying tattoos (by injecting dyes/inks into the skin), and/or for piercing the skin with needles, jewelry or other paraphernalia, primarily for the purpose of ornamentation of the human body.

Section 28-63, 5 (e); SUP- Specific use permits, outlines the requirements and *factors for consideration*:

***When considering applications for a specific use permit, the planning and zoning commission in making its recommendation and the city council in rendering its decision on the application shall, on the basis of the site plan and other information submitted, evaluate the impact of the specific use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The planning and zoning commission and the city council shall specifically consider the extent to which:***

- a. The proposed use at the specified location is consistent with the goals, objectives and policies contained in the adopted comprehensive plan;
- b. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
- c. The proposed use meets all supplemental standards specifically applicable to the use as set forth in this chapter;
- d. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts, including but not limited to:
  - Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;
  - Off-street parking and loading areas;
  - Refuse and service areas;
  - Utilities with reference to location, availability, and compatibility;
  - Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;
  - Control of signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;
  - Required yards and open space;
  - Height and bulk of structures;
  - Hours of operation;
  - Exterior construction material and building design; and
  - Roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.
- e. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.

Staff has taken the above criteria into consideration when reviewing the application for the tattoo and body piercing studio at 117 W. Myrtle Street within the C-G, Commercial General District. The studio owners will be converting the space with four stations within the 1,366 sq. ft. usable area.

### **Impact on Existing and Future Development:**

This development will have minimal to no negative impact to the surrounding properties. The service-oriented retail should have minimum impact on the traffic, due to appointments of 4 patrons at a time. Parking should be more than sufficient onsite and offsite for the customers.

The State of Texas excludes certain services from taxation. These include professional services, such as those offered by physicians, attorneys, accountants, barbers and hairdressers, interior designers, and automobile repair services.

The planning and zoning commission should conduct the public hearing on the SUP application and related site plan in order to formulate its recommendations to the city council. The commission shall then recommend to the city council that the SUP application and related site plan be approved, approved subject to certain conditions, or denied. If the planning and zoning commission recommends denial of the site plan, it shall provide reasons to the applicant for the denial, if requested by the applicant.

### **Public Notification**

Staff sent public notices to the local newspaper, and a vicinity map to the property owners within 200 feet of the subject property under consideration for the SUP application.

### **Opposition to or Support of Proposed Request**

To-date, Staff has not received one notice in support of the proposed SUP request that was sent front Gerald Roznovsky, Mayor, for City of Lake Jackson.

### **Recommended Action:**

The Planning and Zoning Commission should adopt this as its Final Report, forward to City Council with a positive recommendation of this Specific Use Permit (S.U.P.) application for a tattoo and body piercing studio in the Commercial-General (C-G), to the city council for approval consideration and appropriate action. This approval is subject to the following conditions:

- 1.) Hours of Operation for the Tattoo Studio and Body Piercing Studio shall be from 10:00 AM to 6:00 PM or till 8. PM during the week, and 10:00 AM to midnight during the weekends.
- 2.) Revocation of the Specific Use Permit may occur at any time if one or more of the conditions set forth in this Ordinance have not been met or are violated.
- 3.) Specific Use Permit is conditioned upon a valid lease -hold interest being held by the business granted the Specific Use Permit; and
- 4.) The term of the granting of this SUP shall be temporary, expiring one year from date of the approval of this SUP is granted, to allow the applicant, Seven Souls, to demonstrate compliance with of the above cited terms and conditions of the SUP and all City Codes of

Ordinances. Upon its one-year review, the Council may extend the approval of the SUP for an additional temporary term, or may revoke the approval of the SUP immediately, or after the one-year original SUP term lapses.

5.) Commencement of the use shall not be carried out until the applicant has secured all the permits and approvals required by these zoning regulations, the city's Code of Ordinances, and any permits that may be required by regional, state or federal agencies.

**P&Z Recommendation.** The planning and zoning commission forwards this Specific Use Permit (S.U.P.) application at 117 W. Myrtle St., for a tattoo and body piercing studio to the city council for approval consideration and appropriate action subject to the noted conditions as its final report.

**Otis Spriggs**

---

**Subject:** FW: [EXTERNAL] Fwd: Seven Souls Tattoo Salon - Angleton

----- Forwarded message -----

From: **Gerald Roznovsky** <[groznovsky@lakejacksontx.gov](mailto:groznovsky@lakejacksontx.gov)>

Date: Mon, Jan 2, 2023 at 11:55 AM

Subject: Seven Souls Tattoo Salon - Angleton

To: [perez@angleton.tx.us](mailto:perez@angleton.tx.us) <[perez@angleton.tx.us](mailto:perez@angleton.tx.us)>, [cdaniel@angleton.tx.us](mailto:cdaniel@angleton.tx.us) <[cdaniel@angleton.tx.us](mailto:cdaniel@angleton.tx.us)>, [ttownsend@angleton.tx.us](mailto:ttownsend@angleton.tx.us) <[ttownsend@angleton.tx.us](mailto:ttownsend@angleton.tx.us)>, [wright@angleton.tx.us](mailto:wright@angleton.tx.us) <[wright@angleton.tx.us](mailto:wright@angleton.tx.us)>, [Booth@angleton.tx.us](mailto:Booth@angleton.tx.us) <[Booth@angleton.tx.us](mailto:Booth@angleton.tx.us)>, [mgongora@angleton.tx.us](mailto:mgongora@angleton.tx.us) <[mgongora@angleton.tx.us](mailto:mgongora@angleton.tx.us)>Cc: Modesto Mundo <[mmundo@lakejacksontx.gov](mailto:mmundo@lakejacksontx.gov)>, [cwhittaker@angleton.tx.us](mailto:cwhittaker@angleton.tx.us) <[cwhittaker@angleton.tx.us](mailto:cwhittaker@angleton.tx.us)>, [sevensoulstattooostudio7s@gmail.com](mailto:sevensoulstattooostudio7s@gmail.com) <[sevensoulstattooostudio7s@gmail.com](mailto:sevensoulstattooostudio7s@gmail.com)>

Mayor Jason Perez, Members of the Angleton City Council

121 S Velasco

Angleton, Texas 77515

Dear Mayor Jason Perez, Members of the Angleton City Council:

I hope you had an enjoyable Christmas and holiday season with family and friends. We should all make spending time with family a priority.

During the holiday break, Dee Cantu, the owner of Seven Souls Tattoo Salon, contacted me to tell me that their business continues to do well and that he is looking to expand to Angleton. When I first met Dee, we discussed his plans to start a salon in Lake Jackson, and I was impressed with his professional personality.

Tattoo Salons were not listed as approved businesses in our business zones. Dee took the time to explain to our City Council and Planning Commission how the industry of tattoo salons has drastically changed and is a regulated licensed business. Through the discussions, members of the City Council and the Planning Commission were able to look beyond their personal opinions and see there was no viable reason not to include tattoo salons in the list of approved businesses.

Seven Souls Tattoo Salon has become a valued business in our downtown area. The business is kept clean and well maintained inside and out, actually better than many downtown businesses. Dee kept the signage on the exterior of the building to a minimum to blend into the business area. Seven Souls Tattoo Salon has successfully integrated into our business community, showing that many of our concerns with accepting change can be managed, and by allowing Seven Souls Tattoo Salon to open in our business zone, our City has gained a valued business.

I hope you can also see the value in enabling a business like Seven Souls Tattoo Salon into your business community. I am available to answer any questions you may have.

Sincerely,

**Gerald Roznovsky, Mayor**  
The City of Lake Jackson

Office: 979.415.2500

Mobile: 979.292.4711

[groznovsky@lakejacksontx.gov](mailto:groznovsky@lakejacksontx.gov)



**CITY OF ANGLETON  
SPECIFIC USE PERMIT APPLICATION**

**PROPERTY ADDRESS:** Unit #117 West Myrtle Street Angleton, TX  
77515

**PROPERTY DESCRIPTION** (Legal description): Attached picture + map  
provided of location

**RECORD PROPERTY OWNER NAME, ADDRESS AND PHONE NUMBER:**  
Santana Vasque (239) 287-3442

**DESIGNATED REPRESENTATIVE, ADDRESS AND PHONE NUMBER:** Alejandro Daniel Cantu (713) 530 3730

**PROPOSED USE FOR THE PROPERTY ADDRESS INDICATED ABOVE:** Seven Souls Tattoo Studio  
Tattoo Studio and Body Piercing Studio

A site plan (prepared and approved) in accordance with Section 35.4 of the City Code must be attached to the application. If a base zoning requested, such rezoning application shall accompany the application for a Specific Use Permit. If a base zoning use requires a division of land, an application for subdivision approval must be submitted for a Specific Use Permit.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

T/A  
ZONING VAR/PLATTING  
VARIANCE/PLA 150.00CR  
150.00 CREDIT CARD  
150.00-

**PLEASE PROVIDE PROOF OF TAXES PAID ON THIS PROPERTY.**

**ATTACHMENT: SECTION 35 SUP - SPECIFIC USE PERMIT**

**APPLICATION FEE: \$150.00 due upon submittal**

OFFICE USE ONLY	
Date received: _____	Admin Fee Received: _____
P&Z Public Hearing date: _____	
Date to send cert. letters: _____	Date to publish: _____
Site Plan submitted: Yes _____ No _____	
Site Plan received & evaluated by City Staff: Yes _____ No _____	
Proof of taxes paid: _____	Date verified: _____



OFFICE USE ONLY	
Date received: _____	Fee: \$ _____
P&Z Public Hearing date: _____	
Date to send cert. letters: _____	
Date to publish: _____	
Proof of taxes paid: _____	date verified: _____

**CITY OF ANGLETON  
RE-ZONE APPLICATION**

Name(s) of Property Owner: P&P Freeport Properties, LLC  
 Current Address: 4005 Technology Dr. Email: \_\_\_\_\_  
 City: Angleton State: Texas Zip: 77515  
 Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

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

Name of Applicant: Alejandro D. Cantu Jr.  
 (If different than Property Owner)

Address: 1201 Brazosport Blvd Email: sevensouls.tattoo.studio.075@gmail.com  
 City: Richwood State: Tx Zip: 77531  
 Home Phone: \_\_\_\_\_ Business Phone: 979 716 7453 Cell: 713 530 3736

Address/Location of Property to be Re-zoned: 117 West Myrtle  
Angleton, Tx. 77515

Legal Description: \_\_\_\_\_ 1, 2, 3 4  
 Metes & Bounds Lot(s) Block Subdivision

**ATTACH MAP/SURVEY OF PROPERTY**

Has the property been platted?  YES  NO  
 Current Zoning: CG Current Use: Not in use / War room  
 Proposed Zoning: S.U.P. / Proposed Use: Tattoo studio

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







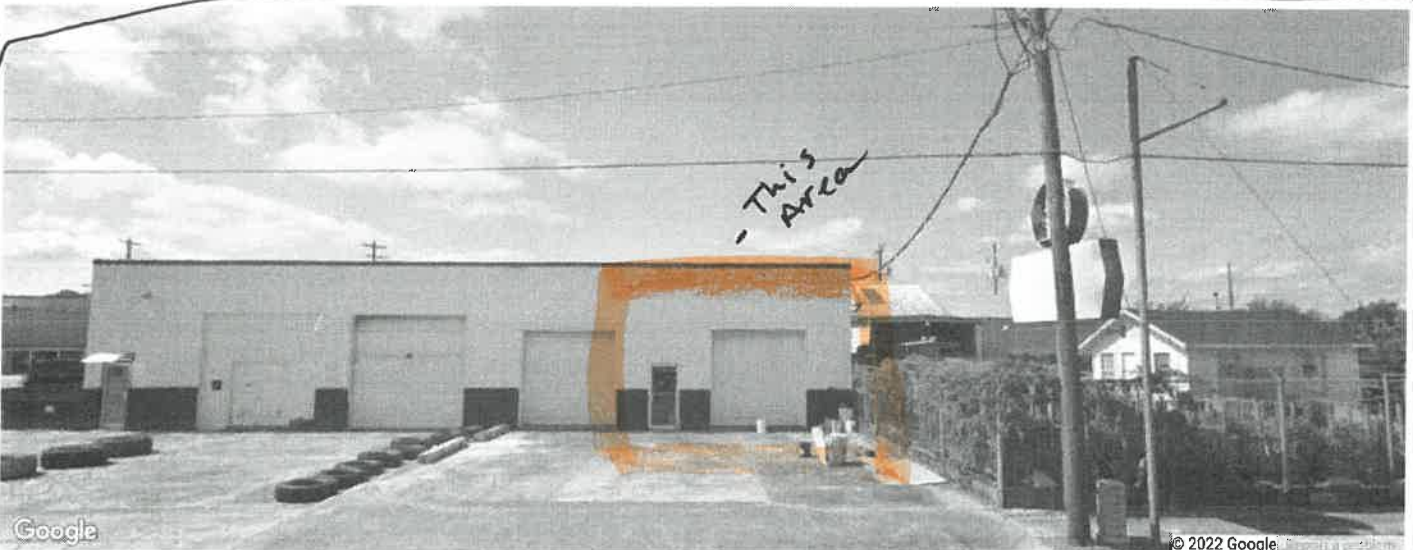
## Seven Souls Tattoo Studio



20 Circle Way St.  
Lake Jackson, Tx 77566  
(979) 871-9115



Picture #3



Picture #4



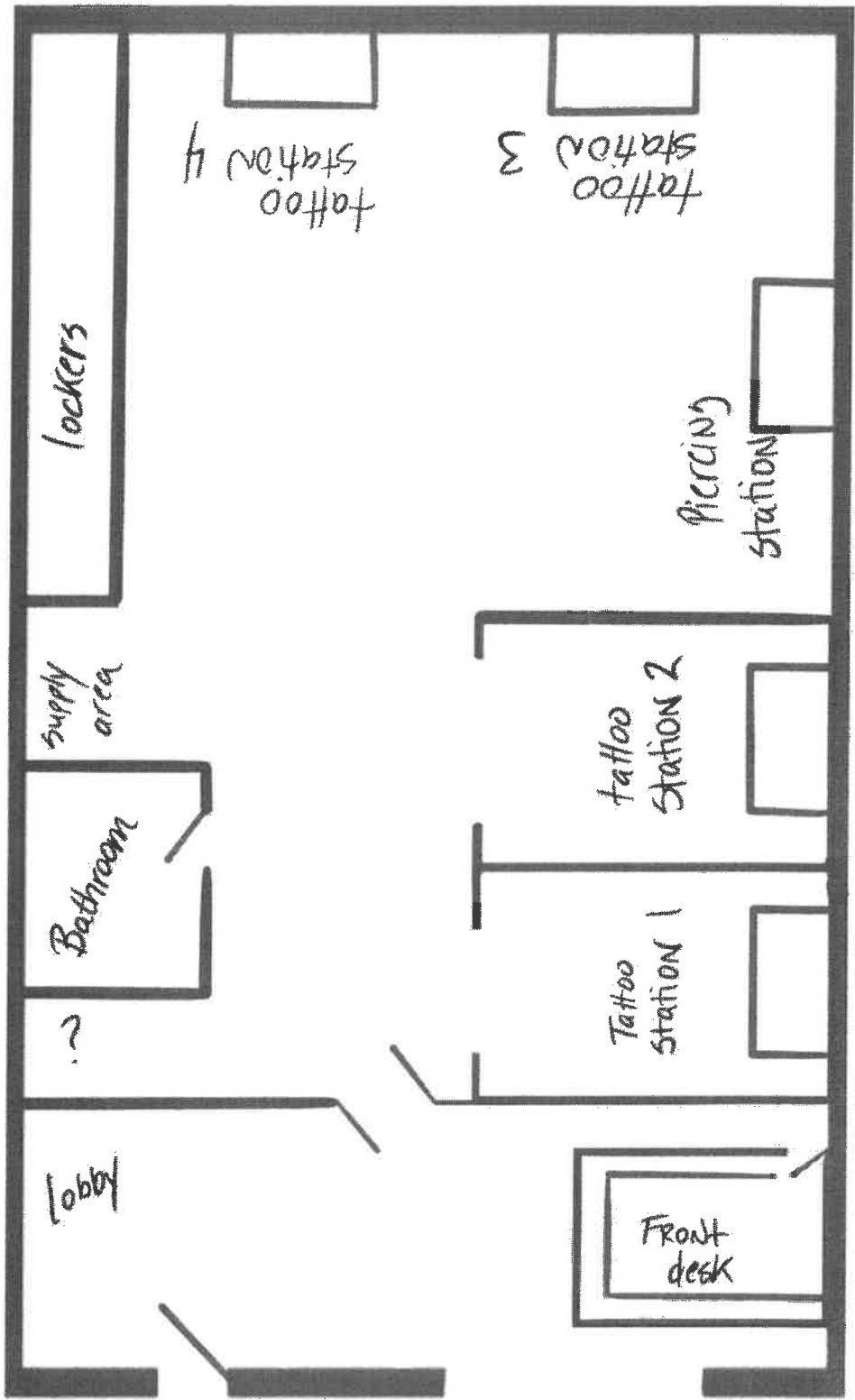
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Get Directions > Maps of places using different mapping services

Satellite Map of 117 West Myrtle Angleton, Tx on different mapping services (e.g. using Mapbox)

Also see static maps of Texas

Pictures of 117 West Myrtle Angleton, Tx

Satellite Maps using Mapbox:

4.17 stars (3 ratings) [Rate it] [See/write reviews]

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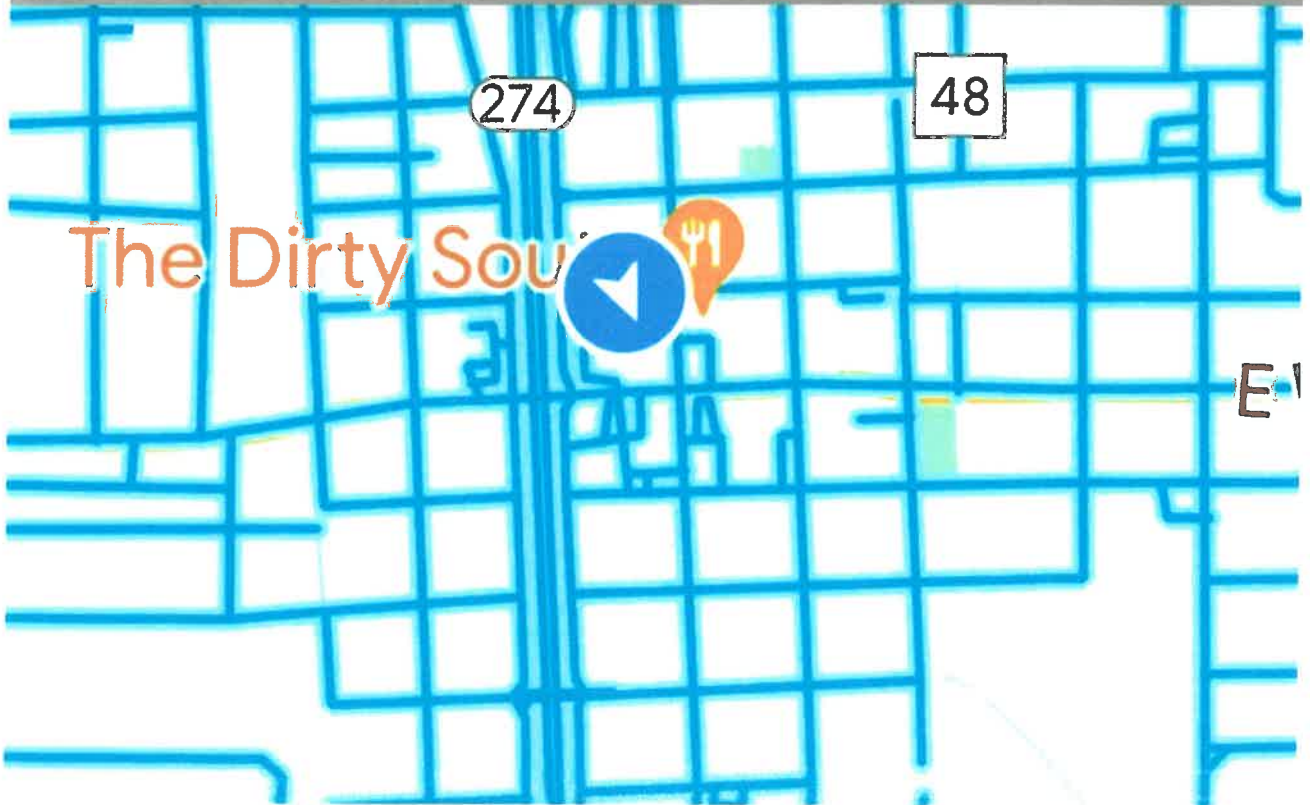
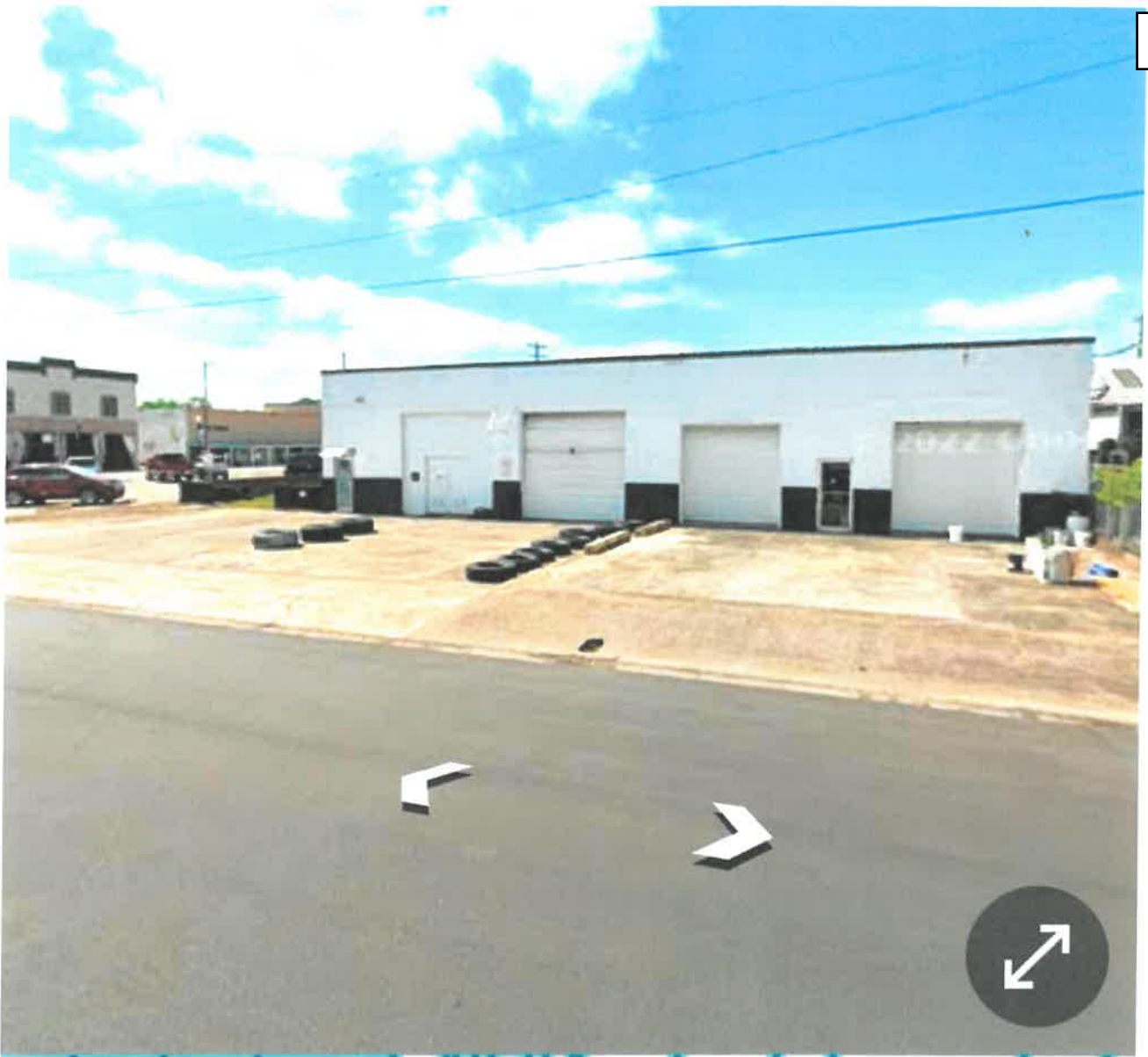
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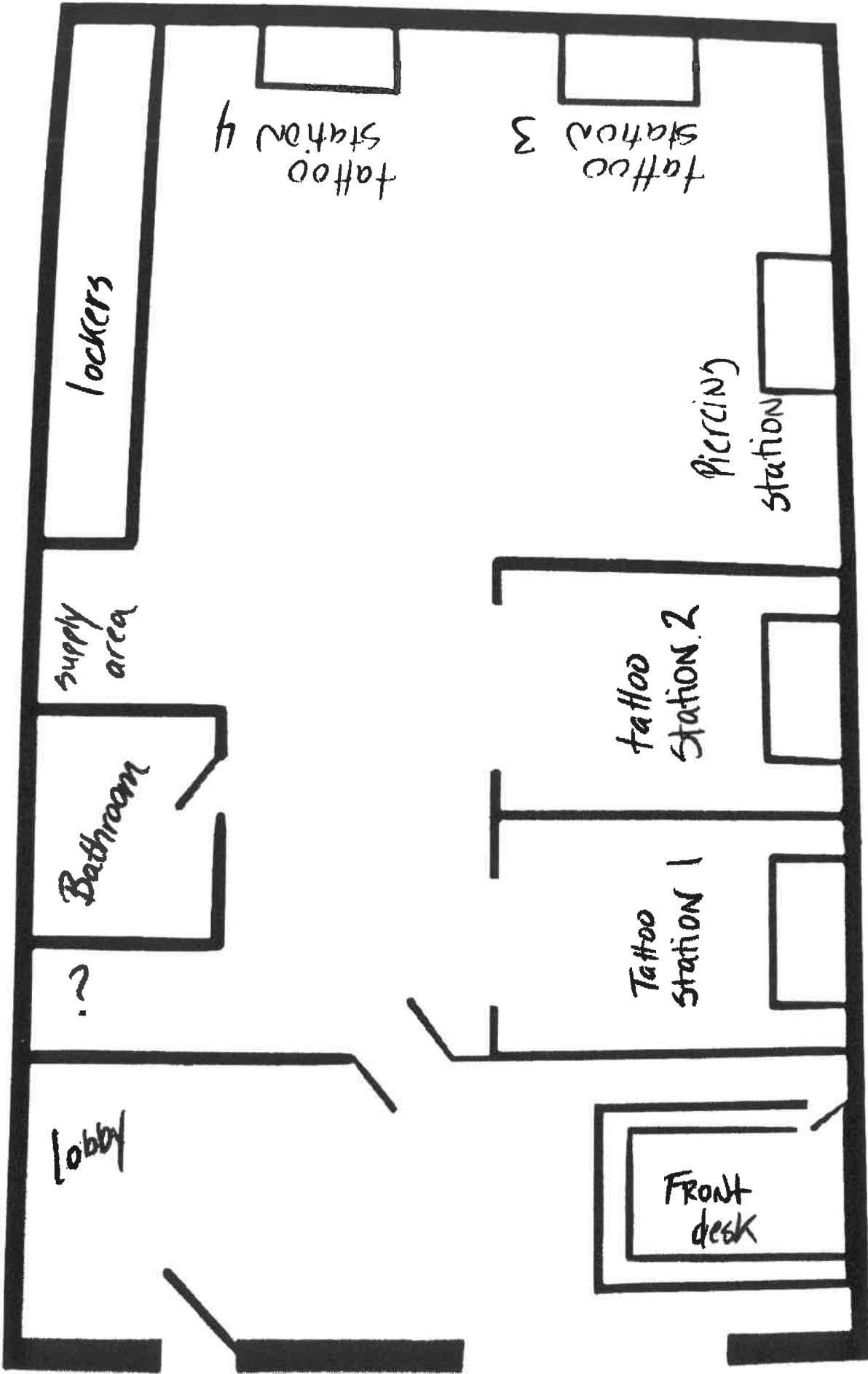
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# CITY COUNCIL AGENDA SUMMARY/STAFF REPORT

**MEETING DATE:** February 15, 2023

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

**AGENDA CONTENT:** Conduct a public hearing, discussion, and take possible action on an application for a **Special Use Permit (SUP)** pursuant to Sec. 28-63 of the Code of Ordinances to consider a request submitted by Why Not Bingo, LLC, to allow for a Specific Use Permit for a Bingo facility at property located at 1040 S. Velasco St., Angleton, TX.

**AGENDA ITEM SECTION:** Public Hearing and Action Item

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:** Adam Wise, Why Not Bingo, LLC is requesting consideration of a Specific Use Permit for a Bingo Hall at the property located at 1040 S. Velasco St., Angleton, TX., within the Light Industrial District (LI).

**PROPERTY HISTORY:**

The subject property was annexed into the city limits on November 5, 1976, as part of a mass annexation, inclusive of 911.55+/- acres. The facilities was formally known as Angleton Lanes filed under Brazosport Bowl LTD as early as 1986. Later it was known as Angleton Lanes Amen Billiards. The bowling alley and accessory uses are now operating under Ten Pin Entertainment since 2019.





Aerial View of Site



*View looking northwest at Subject property*

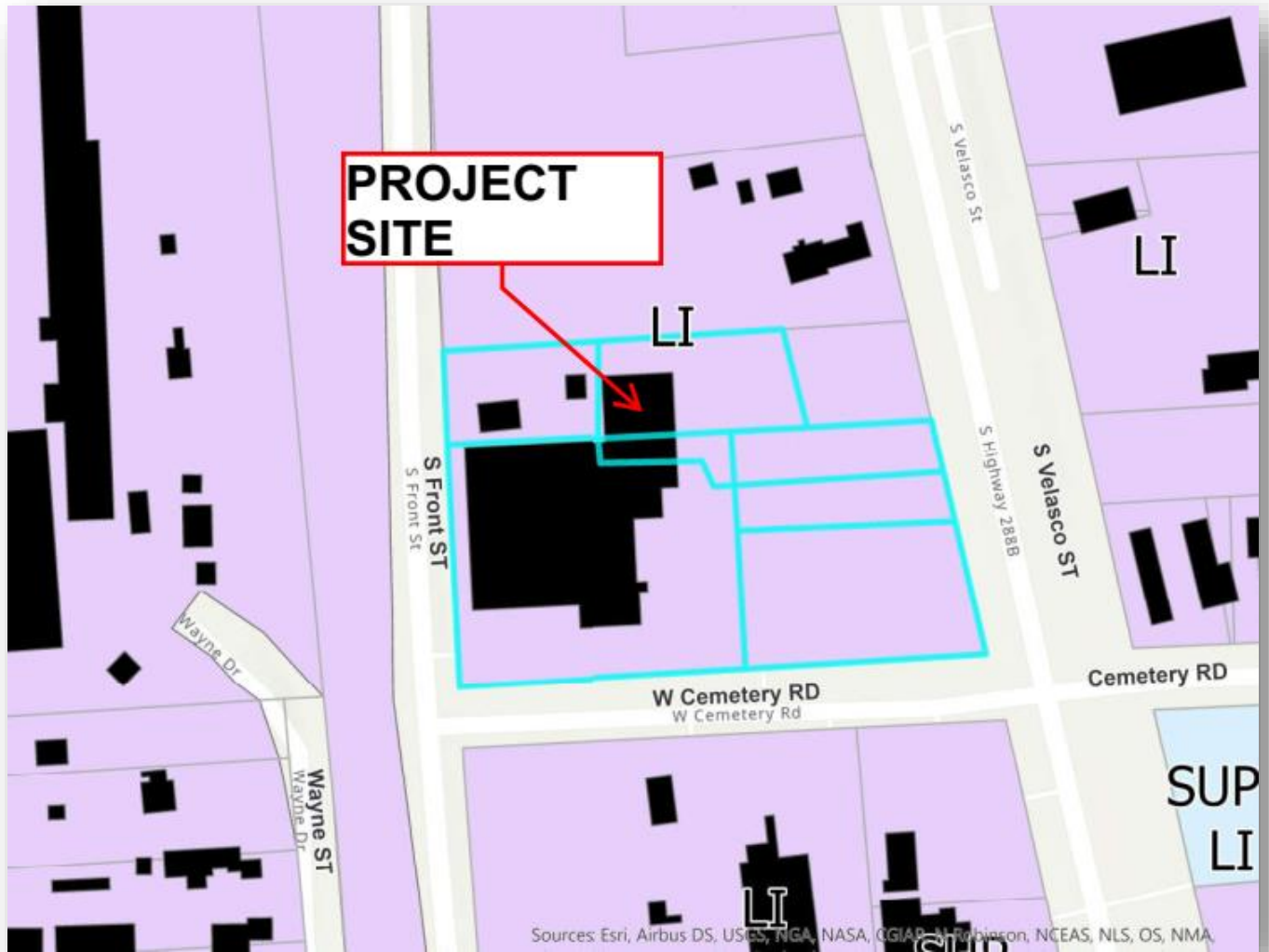


*View from Cemetery Road looking north at the Subject property*



*View from Business 288 looking west at neighboring business to the North*

A D.A.W.G. working group meeting was held on January 4, 2023. The applicant described the space as 7,500 sq. ft. in area. Business hours will be from 4:00 PM to 11 PM, 6 days per week; Sundays hours will be from 10:00 AM to 3:00 PM. The space was previously used as a ballroom. There will be some lighting upgrades. The owner will utilize the food service that is already present.



**Zoning & Vicinity Map**

## STAFF ANALYSIS:

Bingo Hall/Facility use is allowed within the C-G, Commercial General or the Light Industrial (LI) District as a Specific Use Permit, if approved by City Council.

Section 28-63, 5 (e); SUP- Specific use permits, outlines the requirements and factors for consideration:

***When considering applications for a specific use permit, the planning and zoning commission in making its recommendation and the city council in rendering its decision on the application shall, on the basis of the site plan and other information submitted, evaluate the impact of the specific use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The planning and zoning commission and the city council shall specifically consider the extent to which:***

- a. The proposed use at the specified location is consistent with the goals, objectives and policies contained in the adopted comprehensive plan;
- b. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
- c. The proposed use meets all supplemental standards specifically applicable to the use as set forth in this chapter;
- d. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts, including but not limited to:
  - Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;
  - Off-street parking and loading areas;
  - Refuse and service areas;
  - Utilities with reference to location, availability, and compatibility;
  - Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;
  - Control of signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;
  - Required yards and open space;
  - Height and bulk of structures;
  - Hours of operation;
  - Exterior construction material and building design; and
  - Roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.
- e. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.

Staff has taken the above criteria into consideration when reviewing the proposed assembly type use for the bingo facility. The space adequately provides for the use and if approved, it will not be in conflict with the Zoning Resolution nor the Comprehensive Plan. The use is compatible with the overall character of the area. The parking lot will adequately accommodate the proposed bingo and existing bowling alley use. The owner intends to do some upgrades to the parking surfacing including restriping. Refuse and service areas are currently being serviced by the overall facility management. Signage will be provided as a re-face to the existing pole sign onsite.

Within the current adopted Zoning Code under Sec. 10, Bingo facility is defined as a “premises used primarily for the purpose of conducting games of chance:”.

Bingo is one of the few forms of legal gambling in the state of Texas. State law only allows for certain organizations to conduct bingo games and the proceeds are only to be used for charitable purposes. Local elections, either in the county, justice of the peace precinct or municipality, must also be held in order to approve the use of bingo games in the area.

The applicants currently hold a license within the state of Texas and are applying for a transfer of said license to operate at 1040 S. Velasco St., Angleton, TX, subject to this approval. Note that *Bingo halls* and *Bowling alleys* are exempt from the provisions of Code Section 10-45 for smoking prohibited uses. The owner stated that smoking will only be allowed outside in this establishment.

### **Public Notification**

Staff sent public notices to the local newspaper, and to the property owners within 200 feet of the subject property under consideration for the SUP application.

### **Opposition to or Support of Proposed Request**

To-date, Staff has not received any notices in support or in opposition of the proposed SUP request.

### **Recommended Action:**

The Planning and Zoning Commission adopts this as its Final Report, forwards it to City Council with a positive recommendation of this Specific Use Permit (S.U.P.) application for a Bingo facility in the Light Industrial District, (LI), for approval consideration and appropriate action.

**Recommendation.** The planning and zoning commission forwards this Specific Use Permit (S.U.P.) application at 1040 S. Velasco St., for a “bingo facility” to the city council for approval consideration and appropriate action, and there are findings of fact of no negative impact to the surrounding properties.

**ORDINANCE NO. 20230215-012**

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING SPECIFIC USE PERMIT TO ALLOW FOR A BINGO FACILITY AT 1040 S. VELASCO ST., ANGLETON, TX, BRAZORIA COUNTY, TEXAS, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR REPEAL AND EFFECTIVE DATE, AND FINDINGS OF FACT.**

**WHEREAS**, On February 2, 2023, the City of Angleton Planning & Zoning Commission held a public hearing and approved the Specific Use Permit (SUP) submitted by Why Not Bingo, LLC, to allow for a Specific Use Permit for a Bingo facility at property located at 1040 S. Velasco St., Angleton, TX; and

**WHEREAS**, on February 2, 2023, the City of Angleton Planning & Zoning Commission, after conducting a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the proposed bingo facility; and

**WHEREAS**, on February 15, 2023, the City of Angleton City Council conducted a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the proposed tattoo and body piercing studio; and

**WHEREAS**, the City considered the factors and provisions set forth in the City of Angleton Code of Ordinances, Chapter 28 Zoning, Sec. 28-63 Specific Use Permits, and considered the proposed bingo facility to be located at 117 W. Myrtle Street, Angleton, TX.; and

**WHEREAS**, the City Council desires to grant the Specific Use Permit (SUP) submitted by Seven Souls Tattoo Studio, at 1040 S. Velasco Street, to allow for a bingo facility.

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

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

**SECTION 2.** City Council approves the Specific Use Permit in accordance with City of Angleton Code of Ordinances Sec. 28-63 Specific Use Permits (SUP),

**SECTION 3.** *Repeal.* All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

**SECTION 4. Severability.** In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**SECTION 5. Effective date.** That this Ordinance shall be effective and in full force immediately upon its adoption.

**SECTION 6: Proper Notice & Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed and was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED, APPROVED AND ADOPTED THIS 15<sup>TH</sup> DAY OF FEBRUARY, 2023.**

CITY OF ANGLETON, TEXAS

\_\_\_\_\_  
Jason Perez  
Mayor

ATTEST:

\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary



**CITY OF ANGLETON  
PLANNING AND ZONING COMMISSION MINUTES  
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515  
THURSDAY, FEBRUARY 02, 2023 AT 12:00 PM**

### RECORD OF PROCEEDINGS

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE PLANNING AND ZONING COMMISSION FOR CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON THURSDAY, FEBRUARY 2, 2023, AT 12:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

#### DECLARATION OF A QUORUM AND CALL TO ORDER

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

#### PRESENT

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

#### ABSENT

Commission Member Ellen Eby

1. Discussion and possible action on the minutes for the Planning and Zoning Commission meeting on January 5, 2023.

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

**Commission Action:** Approved. Motion carried unanimously, 6-0 vote.

#### PUBLIC HEARINGS AND ACTION ITEMS

2. Conduct a public hearing, discussion, and take possible action on an application for a **Special Use Permit (SUP)** pursuant to Sec. 28-63 of the Code of Ordinances to consider a request submitted by Why Not Bingo, LLC, to allow for a Specific Use Permit for a Bingo facility at property located at 1040 S. Velasco St., Angleton, TX.

**D.S. Director Otis Spriggs** presented the Staff Report findings noting that this is a specific use permit for the address noted at 1040 S. Velasco for the Pin 10 Bowling Alley facility, which has a ballroom area, in which, **Why Not Bingo** is hoping to locate



into the space. This property is zoned light industrial and as part of our code requirement specific uses are allowed under certain conditions and restrictions as an overlay into the district in which will occur.

Staff weighed the approval criteria for specific use permits. In terms of its impact on the general vicinity, Staff felt that with the current parking facilities, and they are doing some enhancements in terms of striping and adding a small sign to the ground sign, there were no major impacts on this as part of their process. They are required to satisfy the state law in terms of gaming and would have to comply with the local and county restrictions. Staff is recommending approval for the proposal. We have provided surrounding photographs. Please consider recommending this S.U.P. to council for final consideration and approval.

**Chairman Garwood** opened the public hearing with no objection.

**Applicant Adam Wise addressed the Commission stated it is** a charity bingo hall, so it's for charities around the community. The sponsors include the Marine Corps League and the Knights of Columbus with four other charities out of Bay City and Clear Lake.

**Mr. Wise** added that it's easy access to the location. It is for family friendly entertainment, bringing friends and family and stuff like that to the community that. We actually were in Clute, TX and are moving our bingo hall to Angleton to be more centralized, because 80% of our bingo hall players come and play from Angleton. About \$37,000 would come to the city from bingo, prizes, winnings. We gave back to the city of Clute roughly around \$250,000 for two years. Quarterly earnings are up to \$45,000.

**Chairman Garwood** closed the public hearing with no objection.

#### **Commission Discussion:**

**Chairman Garwood** asked what percentage of your revenues end up going to the charities?

**Applicant Adam Wise:** 70 % goes to the customer/winners that play bingo that day. Then we take 30% that goes to the charities; the city gets 2.5% and the state gets 2.5%.

**Applicant Adam Wise:** The city gets 2.5% and the state gets 2.5%. House salary comes out of the 30% also.

**Commission Member Regina Bieri** asked about hours of operation.

**Applicant Adam Wise:** We will be closed on Mondays. Tuesday, Wednesday, Thursday, Friday, and Saturday: The doors open at 4 PM. And then Sunday the doors open at 10:00 AM.

**Commission Member Regina Bieri:** Is there smoking in there? **Applicant Adam Wise:** No. They do have alcohol, but it's just in the Bar area.

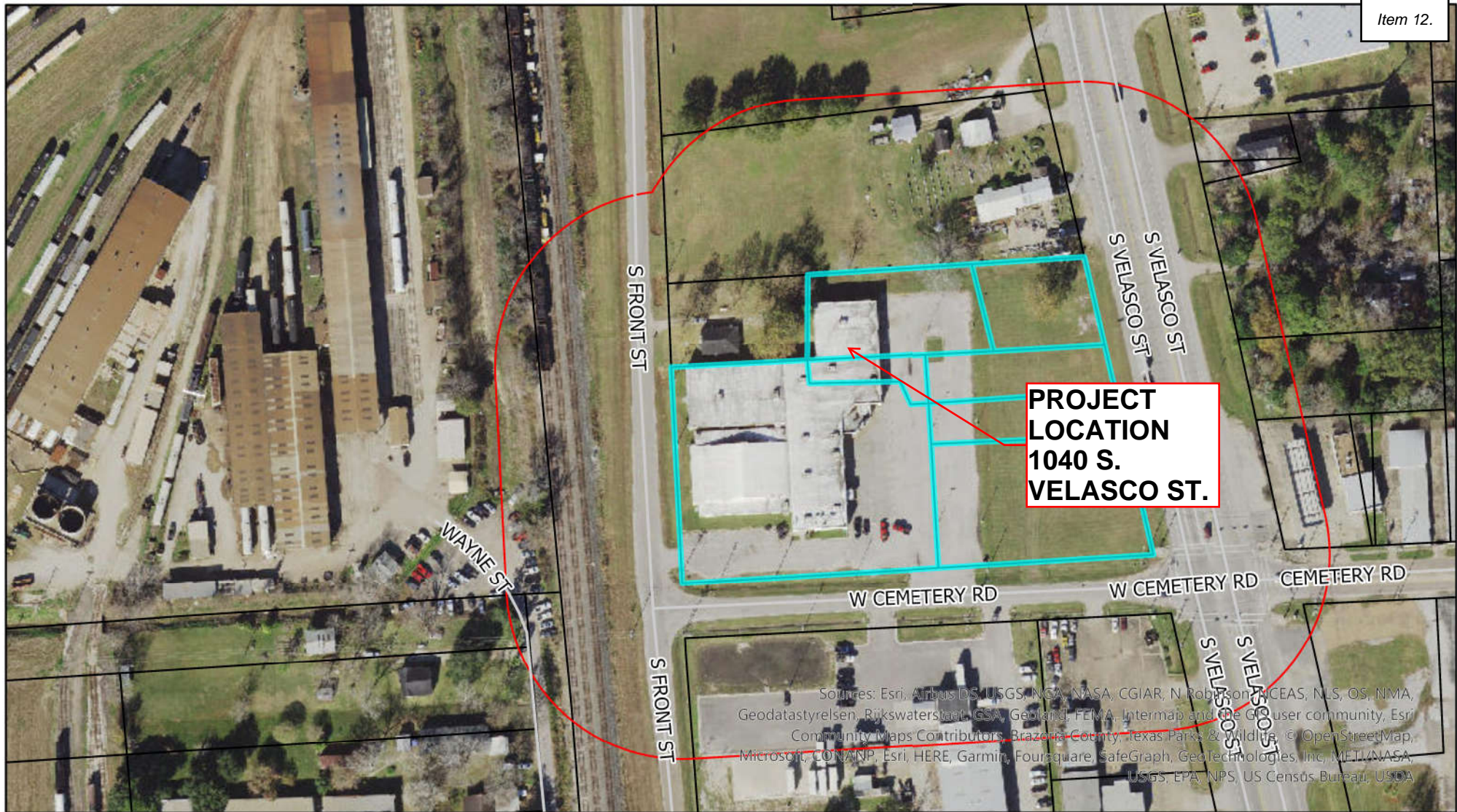
**COMMISSION ACTION:**

**Commission Member Regina Bieri made a motion to** move forward with this specific use permit. The application for 1040 S Velasco St. for a bingo facility to the City Council for approval consideration and appropriate action and there. There are findings of facts of no negative impacts to the surrounding properties. Seconded by **Commission member Spoor.**

**Roll Call Vote:** (6-0 Vote).

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

**ADJOURNMENT: 12:44 PM.**



# Location Map 1040 S. Velasco St. Bingo Hall, S.U.P.



CITY OF ANGLETON  
SPECIFIC USE PERMIT APPLICATION

PROPERTY ADDRESS: 1040 S Velasco st Angleton, Tx 77515

PROPERTY DESCRIPTION (Legal description): Ten Pin Entertainment - (Why Not Bingo)

RECORD PROPERTY OWNER NAME, ADDRESS AND PHONE NUMBER:  
Ten Pin Entertainment LLC

DESIGNATED REPRESENTATIVE, ADDRESS AND PHONE NUMBER:  
WHY NOT Bingo LLC 1040 S Velasco 979.583.4870

PROPOSED USE FOR THE PROPERTY ADDRESS INDICATED ABOVE:  
this property will be used for special use, Bingo Hall (charitable)

A site plan (prepared and approved) in accordance with Section 35.4 of the City of Angleton Code of Ordinances (City Code) must be attached to the application. If a base requested, such rezoning application shall accompany the application use requires a division of land, an application for subdivision approval for a Specific Use Permit.

#: 02194945 12/27/2022 12:05  
ER: 1A3 TERM: 105  
F#:

SIGNATURE: *Clemwise*  
DATE: 12-21-2022

R#N: 300.1190 ZONING VAR/PLATTING  
ZC VING/VARIANCE/PLA 150.00

PLEASE PROVIDE PROOF OF TAXES PAID ON THIS PROPERTY

TENDERED: 150.00 CASH  
APPLIED: 150.00-

ATTACHMENT: SECTION 35 SUP – SPECIFIC USE PERMIT

CHANGE: 0.00

APPLICATION FEE: \$150.00 due upon submittal

OFFICE USE ONLY	
Date received: <u>12/27/2022</u>	Admin Fee Received: <u>12/27/22</u>
P&Z Public Hearing date: _____	
Date to send cert. letters: _____	Date to publish: _____
Site Plan submitted: Yes _____ No _____	
Site Plan received & evaluated by City Staff: Yes _____ No _____	
Proof of taxes paid: _____	Date verified: _____

# WHY NOT Bingo (Ten Pin)





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 2/15/2023

**PREPARED BY:** Megan Mainer, Director of Parks & Recreation

**AGENDA CONTENT:** Discussion and possible action on Resolution NO. 20230215-XXX of the City of Angleton, Texas, approving an agreement for a project of the Angleton Better Living Corporation authorizing the execution of the agreement with Burditt Consultants, LLC for the design development for the passive area of Freedom Park; found by the ABLC's Board of Directors to be an eligible project and expenditure; and providing for an effective date.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** \$64,638.00

**FUNDS REQUESTED:** NA

**FUND:** 40-506-520

**EXECUTIVE SUMMARY:**

On January 17, 2023, Angleton Better Living Corporation held a public hearing regarding designation of projects for fiscal year 2022-2023. Angleton Better Living Corporation approved the funding for design and development services of the northern 40-acre property within Freedom Park. These services are to be provided by Burditt Consultants, LLC.

**RECOMMENDATION:**

Staff recommends City Council approve Resolution NO. 20230215-XXX of the City of Angleton, Texas, approving an agreement for a project of the Angleton Better Living Corporation authorizing the execution of the agreement with Burditt Consultants, LLC for the design development for the passive area of Freedom Park; found by the ABLC's Board of Directors to be an eligible project and expenditure; and providing for an effective date.

**RECOMMENDED MOTION:**

I move we approve Resolution NO. 20230215-XXX of the City of Angleton, Texas, approving an agreement for a project of the Angleton Better Living Corporation authorizing the execution of the agreement with Burditt Consultants, LLC for the design development for the passive area of Freedom Park; found by the ABLC's Board of Directors to be an eligible project and expenditure; and providing for an effective date.

**RESOLUTION NO. 20230215-013**

**A RESOLUTION OF THE CITY OF ANGLETON, TEXAS, APPROVING AN AGREEMENT FOR A PROJECT OF THE ANGLETON BETTER LIVING CORPORATION AUTHORIZING THE EXECUTION OF THE AGREEMENT WITH BURDITT CONSULTANTS, LLC FOR THE DESIGN DEVELOPMENT FOR THE PASSIVE AREA OF FREEDOM PARK; FOUND BY THE ABLC'S BOARD OF DIRECTORS TO BE AN ELIGIBLE PROJECT AND EXPENDITURE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Angleton Better Living Corporation exists as a Type B development corporation incorporated and operating in accordance with the laws of the State of Texas; and

**WHEREAS**, the Angleton City Council approved and authorized the Project known as Freedom Park and approved the agreement with Burditt Consultants, LLC Freedom Park Master Plan on January 12, 2021; and

**WHEREAS**, the Angleton Better Living Corporation has agreed to provide funding for the Freedom Park project and the agreement with Burditt Consultants, LLC for design development for the passive area of Freedom Park; and

**WHEREAS**, the City Council also finds that the project known as Freedom Park is an eligible project under the Act, and the agreement for design is budgeted for within the Fiscal Year 2022-2023 Budget, as adopted by the Board and approved by the City Council, and the agreement for the design development for the passive area of Freedom Park should be approved; and

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

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

**SECTION 2.** The City Council authorizes the execution of the agreement with Burditt Consultants LLC set forth in Attachment "A".

**SECTION 3.** This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED THIS 15<sup>TH</sup> DAY OF FEBRUARY 2023.**

CITY OF ANGLETON, TEXAS

---

Jason Perez  
Mayor

ATTEST:

---

Michelle Perez, TRMC  
City Secretary





# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 15th day of February in the year 2023  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Angleton  
121 S. Velasco, Angleton, TX 77515  
Telephone: 979-849-4364  
www.angleton.tx.us

and the Architect:  
(Name, legal status, address and other information)

Burditt Consultants, LLC  
310 Longmire Road, Conroe, TX 77304  
Telephone: 936-756-3041  
Fax: 936-539-3240

for the following Project:  
(Name, location and detailed description)

Angleton - Freedom Park Expansion  
Angleton Texas  
Professional design services for development of the northern 40 acre section of existing facility to add new loop trail and landscapes.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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**User Notes:**

(124507116)

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**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Preliminary program established per Freedom Park Master Plan dated August 26, 2021. Program is subject to change according to the approved Scope and Cost of the Work, and pursuant to the Terms of the Agreement provided herein.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Refer to the Freedom Park Master Plan dated August 26, 2021

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

FIVE HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$587,625.00 USD)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1

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User Notes:

(124507116

*(Paragraphs deleted)*

Construction commencement date:

Approximately 5 months after the date of the Executed Agreement (Includes Schematic Design, Design Development, Construction Document, Permitting, Bidding/Procurement, and Contract Negotiation phase.

**.2** Substantial Completion date or dates:

Approximately 120 days after the Notice to Proceed, established upon execution of Agreement between Owner and the Awarded Contractor.

**.3** Other milestone dates:

N/A

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Sealed Proposal method in accordance with Texas Government Code Chapter 2269 and other applicable chapters and provisions.

**§ 1.1.6** The Owner identifies the following representative in accordance with Section 5.3 and in accordance with the City of Angleton procurement ordinance and policies.:

*(List name, address, and other contact information.)*

Chris Whittaker and/or his designee  
City Manager  
City of Angleton  
121 S. Velasco, Angleton, TX 77515  
Telephone: 979-849-4364  
Email: mmainer@angleton.tx.us

*(Paragraph deleted)*

**§ 1.1.7** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

N/A

**§ 1.1.8** The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer: To be determined after execution of the Agreement.

**.2** Civil Engineer: To be determined after execution of the Agreement

Init.

- .3** Other, if any:  
(List any other consultants and contractors retained by the Owner.)

N/A

**§ 1.1.9** The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Claudia T. Walker, RLA  
310 Longmire Rd.  
Conroe, Texas 77304  
cwalker@burditt.com

(Paragraphs deleted)936-756-3041

**§ 1.1.10** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

**§ 1.1.10.1** Consultants retained under Basic Services:

- .1** Structural Engineer: To be determined after execution of the agreement.

- .2** Civil Engineer: To be determined after execution of the agreement.

**§ 1.1.10.2** Consultants retained under Supplemental Services:

To be determined after execution of the agreement.

**§ 1.1.11** Other Initial Information on which the Agreement is based:

N/A

(Paragraphs deleted)

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

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*(Paragraph deleted)*

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4 The Architect shall maintain the following insurance until termination of this Agreement.

*(Paragraphs deleted)*

§ 2.4.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.4.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.4.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.4.4 Workers' Compensation at statutory limits.

§ 2.4.5 Employers' Liability with policy limits not less than One Hundred Thousand Dollars (\$ 100,000.00 ) each accident, One Hundred Thousand Dollars (\$ 100,000.00 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00 ) policy limit.

§ 2.4.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate. Professional liability shall be maintained for not less than four (4) years following, Substantial Completion of the Project as defined in the AIA Document A201, Contract between Owner and the Contractor. Insurance of the following types and with indemnification limits not less than the amounts indicated are required.

§ 2.4.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.4.8

1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative may

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contact the State Board of Insurance to confirm that the issuing company(ies) are admitted and authorized to issue such policies in the State of Texas.

2. The policy so issued in the name of Architect shall also name the Owner as additional insured, except for professional liability insurance and worker's compensation insurance.
3. **To the extent an Architect contracts with sub-consultants to perform any scope of Architect's services required by this Agreement, Architect shall ensure sub-consultants maintain the minimum level of insurance as required by Architect under this Agreement.** Architect's naming of a sub-consultant as an additional insured on any policy held by the Architect shall not relieve Architect or its sub-consultants of this obligation to provide separate coverage.
4. Architect shall have its insurance carrier(s) furnish to Owner insurance endorsements and exclusions as well as Certificates of Insurance in forms satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.
5. Insurance provided pursuant to this Section shall be considered a part of the Architect's Basic Services and shall not be Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.
6. Architect's General Liability, Automobile Liability, and Worker's Compensation Insurance policies shall be endorsed to provide a waiver of subrogation in favor to the Owner.

§ 2.4.9 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.4.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall assist in the selection of a Contractor and shall consult with the Contractor to maintain the Project budget, increase value to the Owner, and ensure constructability. The Architect shall provide draft design documents for estimating and pricing at the 30%, 60% and 90% completion for review by the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The provision of the foregoing information does not relieve the Architect of its obligations nor does not absolve or lessen the Architect's obligations to perform its Work in accordance with the standard of care defined in this Agreement. The Architect shall not incorporate the information into the design elements or scope based solely on representations by the Owner or its agents. The Architect shall independently verify the information provided by or for the Owner and shall evaluate said information before incorporating it into the design or utilizing it for design decisions.

The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall submit plans for the Project to the Texas Department of Licensing and Regulation (TDLR) for handicap accessibility review. The Owner acknowledges that the Construction Documents are not completed until TDLR has approved them and any comments they require are incorporated in them even though construction may have begun or even been completed before comments are received. The Architect will forward the TDLR final inspection report to the Contractor for corrective work listed in the report to be completed.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. Architect will perform a detailed code and zoning review for the Project and consult with the Owner on any changes that impact the design.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. The Architect shall prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during the Schematic Design Phase.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Architect shall coordinate the consultants' Schematic Design Services.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. The Architect shall submit to Owner an updated Project Schedule for the Project.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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**§ 3.2.8** The Architect shall collaborate with the Owner to make adjustments to the scope of Work (Project requirements), Schematic Design cost opinion, and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work.

**§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project in effect at the time of document preparation or reasonably foreseeable.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.4.5.1** The Architect shall attend meetings with Owner and Owner's staff to review the Construction Documents, the Construction Documents opinion of the Cost of Work, and status of the Project Schedule. The Architect shall prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during the Construction Documents Phase.

**§ 3.4.6** The Architect shall collaborate with the Owner to make adjustments to the scope of Work (Project requirements), Construction Documents Phase opinion of the Cost of Work, and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or



negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of digital versions (PDF) of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- .5 review substitution requests from bidder up until 7 days prior to the bid due date, issue addenda documenting any approved substitution requests 3 days prior to bid due date;
- .6 assisting Owner in bid evaluations, as necessary or as requested by Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of digital versions of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 review substitution requests from bidder up until 7 days prior to the bid due date, issue addenda documenting any approved substitution requests 3 days prior to bid due date; and
- .5 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Failure to notify the Owner of observed defects and deficiencies constitutes a breach of this Agreement and shall be a deviation from the Architect's agreed standard of professional care. While on site, the Architect will attend OAC Meetings with the Owner and Contractor to review the Project status, previous set of construction meeting notes, submittal logs, ASI logs, RFI logs, sustainability documentation (if applicable), and construction schedule status along with coordination issues that need resolution by the Owner, Architect and Contractor.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be subject to the Owner's approval. The Architect will review substitution requests from the Contractor only for materials and products which become unavailable during the Construction Phase due to circumstances beyond the Contractor's control or on request by the Owner for the purposes of reducing the Project budget.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

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means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within 10 days excluding delivery time to and from the Contractor. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days. If the Contractor makes large, bulk submittals at one-time, additional time may be allocated to the Architect and his consultants to review them. The initial date for submittal review by Architect shall not commence until the submittal has been provided to the Architect in its entirety, the specific product being submitted is marked as such in the product literature, and the submittal has been reviewed and stamped by the Contractor. The date for initiation of submittals received after 3 pm shall be dated the following day

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect shall prepare Architect's Supplemental Instructions (ASIs) when deemed necessary by the Architect and issue them to Contractor.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

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### § 3.6.6 Project Completion

#### § 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Included in Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Included in Basic Services
§ 4.1.1.9 Landscape design	Included in Basic Services
§ 4.1.1.10 Architectural interior design	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Required
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Included in Basic Services
§ 4.1.1.15 As-designed record drawings	Included in Basic Services
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

1. Existing facilities surveys - Services may include the following Scope:
  - a. Onsite point-cloud scanning and standard laser measuring of existing facilities within the Scope of the Contract Documents.
  - b. Complete facility survey package provided to Owner and Architect, including or AutoCAD files for developing and coordinating with the Contract Documents.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3. The provision of Additional Services in excess of those referenced in this Section 4, et. al. shall not entitle the Architect to additional compensation or an adjustment in the Architect's schedule unless specifically authorized by Owner and memorialized by written change order to this Agreement.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization: Such written authorization to proceed shall not be construed as a change order or acquiescence to a request for change order unless the Owner expressly states in such written authorization that the notice constitutes a change order entitling the Architect to additional compensation.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Design services in regards to existing physical conditions that could not be reasonably known or discovered prior to construction; .

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

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- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Eight ( 8 ) visits to the site by the Architect during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Sixteen ( 16 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

*(Paragraphs deleted)*

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires an extensive detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.3.1 The Architect shall compile the preliminary opinion of the Cost of Work based on all or a portion of the following: design progress, utilizing historical data, material quotations, discussions with trade professions, and experience with similar projects. Bids will not be solicited for the Architect's estimating purposes; therefore, competitive bidding or lack thereof may affect the actual costs. The Owner shall acknowledge the following assumptions and cautions relative to the Architect's evaluations of the Owner's budget and preliminary opinion of the Cost of Work:

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1. The Opinion of the Cost of Work will assume a competitive sealed proposal process for the entire scope of Work, as defined by the plans and specifications. Competitive sealed proposal process is defined as receiving responsive proposals from a minimum of three (3) Contractor proposers.
2. If the number of proposals indicated in 6.3.1.1 above are not received by the Owner, the proposals may deviate from the Architect's evaluation of the Owner's budget or the preliminary opinion of the Cost of Work.

Due to unpredictable conditions in the construction and other industries causing unusual fluctuations, such as the influence of commodity trading markets, regional/global supply and demand, regional inflation, global geopolitical policy changes, or natural disasters/acts of God, such as hurricanes, flooding, etc.; costs and availability of products and labor may fluctuate causing the Architect's evaluation of the Owner's budget and preliminary opinion of the Cost of Work to differ from actual bids.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner in its sole discretion, may choose to adjust the Project accordingly.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** As part of the total compensation which Owner has agreed to pay Architect for the professional services to be rendered under the Contract, Architect agrees that hard copies of all finished and unfinished "Instruments of Service" including but not limited to documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, preliminary reports, reports, bid packet/construction contract documents/ advertisement for bids incorporating any Owner standard provisions provided by Architect, all of which are produced by Architect and paid for by Owner are, and will remain, the property of the Owner. Architect will furnish Owner with electronic copies in .PDF format, to the extent they are available, of all of the foregoing to facilitate coordination; however, ownership of the underlying work product shall remain the intellectual property of the Architect. Owner shall have the right to use such work products for Owner's purposes on this Project. However, such documents are not intended to be suitable for reuse by Owner or others. Any reuse without the express written consent of the Architect will be at the Owner's sole risk and without liability or legal exposure to the Architect. The above notwithstanding, Architect shall retain all

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rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

*(Paragraph deleted)*

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be submitted to senior management for each party for attempted resolution and then be referred to non-binding mediation as a condition precedent to the institution of legal proceedings by either party.

§ 8.2.2 Mediation, shall be administered through a private mediator mutually selected by the parties. In the event the parties cannot agree on a mediator, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

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[ X ] Litigation in a court of competent jurisdiction  
(Paragraphs deleted)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, expenses only paid if directly attributable to fault of Owner.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

### § 9.7

(Paragraphs deleted)

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

(Paragraph deleted)

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written

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consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)
- .2 Percentage Basis  
(Insert percentage value)

Eleven (11 ) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6. with initial agreed upon fee of SIXTY-FOUR THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS. (\$64,638.00 USD)

**.3 Other**  
*(Describe the method of compensation)*

Actual Cost plus TEN PERCENT (10%) fee to account for tort and performance risk, coordination costs, and administrative costs

**§ 11.2** For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

N/A

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit B – 2022 Hourly Rates

**Employee or Category****Rate (\$0.00)****§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

*(Paragraphs deleted)*

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants as a lump sum not to exceed \$2,000.00. for ALL expenses incurred.

**§ 11.9**

*(Paragraphs deleted)*

**Payments to the Architect**

*(Paragraphs deleted)*

**§ 11.9.2 Progress Payments**

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable in accordance with Chapter 2251 of the Texas Government Code. Amounts unpaid THIRTY ( 30 ) days after the invoice date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**A. GENERAL. TO THE FULLEST EXTENT PERMITTED BY LAW, ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY INDEMNITEES WHICH ARE:**

**1. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL;**

**2. CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF ARCHITECT'S STANDARD OF CARE, BY THE ARCHITECT, ITS AGENT, ANY**

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User Notes:

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**CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL;**

**3. CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL;**

**4. DUE TO THE FAILURE OF ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL TO PAY THEIR CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR**

**5. OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL.**

**B. REIMBURSEMENT OF GOVERNMENTAL AGENCY’S FEES IN DEFENSE OF CLAIMS.** To the extent Owner incurs attorney’s fees in defense of any claim asserted against the Owner which arises or results from the alleged acts or omissions of the Architect described in Section A above, Architect shall reimburse Owner its reasonable attorney’s fees in proportion to the Architect’s liability found after a final adjudication of liability.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*

- .2 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Exhibit A - Basic Scope of Work

Exhibit B – 2022 Hourly Rates

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

Chris Whittaker City Manager

*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Claudia T. Walker RLA

*(Printed name, title, and license number, if required)*

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The update to the SAP accompanies this agenda summary.

**RECOMMENDATION:**

Staff recommends City Council approve this Ordinance adopting the 2022-2023 update to the Service and Assessment Plan and the updated Assessment Roll attached as presented.

**SUGGESTED MOTION:**

I move we approve this Ordinance adopting the 2022-2023 update to the Service and Assessment Plan and the updated Assessment Roll attached as presented.

**ORDINANCE NO. 20230215-014**

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING THE 2022-2023 UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE CITY OF ANGLETON GREEN TRAILS PUBLIC IMPROVEMENT DISTRICT; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City of Angleton (the “City”) is authorized pursuant to TEX. LOCAL GOV’T CODE, ch. 372, as amended (“Chapter 372”) to create public improvement districts for the purposes described therein, and to levy and collect an assessment in furtherance of the purposes thereof; and

**WHEREAS**, on August 27, 2019 the City passed and approved Resolution 20190827-011 authorizing the creation of the Angleton Green Trails Public Improvement District (“District” or “PID”), all in accordance with the applicable provisions of Chapter 372; and

**WHEREAS**, on October 13, 2020, the City passed and approved Ordinance 20201013-018 which approved an Assessment Ordinance thereby levying assessments. The service and assessment plan approved on October 13, 2020 (the “Service and Assessment Plan”) levied assessments against benefited properties within the District and established a lien on such properties; and

**WHEREAS**, Section 372.013 of the Act and the Service and Assessment Plan requires that the Service and Assessment Plan and Assessment Roll for the District be reviewed and updated annually for the purpose of determining the annual budget for improvements (the “Annual Service Plan Update”); and

**WHEREAS**, the Annual Service Plan Update and updated Assessment Roll for Fiscal Year 2022-2023 attached as Exhibit A (the “2022-2023 Annual Service Plan Update) updates the Service and Assessment Plan and Assessment Roll to reflect prepayments, property divisions and changes to the cost and budget allocations for the Authorized Improvements that occur during the year, if any and the annual administrative costs of the District; and

**WHEREAS**, the City Council now desires to proceed with the adoption of this Ordinance and hereby approves and adopts the 2022-2023 Update to the Service and Assessment Plan and the updated Assessment Roll attached thereto, in conformity with the requirements of the Act.

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

**SECTION 1.** *Findings.* The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes and are hereby adopted.

**SECTION 2.** *Annual Service Plan Update.* The 2022-2023 Annual Service Plan Update with updated Assessment Roll attached hereto as Exhibit A is hereby accepted and approved and complies with the Act in all matters as required.

**SECTION 3.** *Repeal.* All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

**SECTION 4.** *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**SECTION 5.** *Penalty.* Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred and No/100 Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense.

**SECTION 6:** *Proper Notice & Meeting.* It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**SECTION 7.** *Property Records.* This Ordinance and the 2022-2023 Annual Service Plan Update shall be filed in the real property records of Brazoria County within seven (7) days of the Effective Date.

**SECTION 8.** *Effective date.* That this Ordinance shall be effective and in full force upon adoption.

**PASSED, APPROVED AND ADOPTED THIS 15<sup>TH</sup> DAY OF FEBRUARY, 2023.**

CITY OF ANGLETON, TEXAS

---

Jason Perez  
Mayor

ATTEST:

\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary

ATTEST:

THE STATE OF TEXAS    §  
COUNTY OF BRAZORIA   §

Before me, the undersigned authority, on this day personally appeared Jason Perez, Mayor of the City of Angleton, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A  
2022-2023 UPDATE TO THE SERVICE AND ASSESSMENT PLAN



**GREEN TRAILS**  
**PUBLIC IMPROVEMENT DISTRICT**  
2022 ANNUAL SERVICE PLAN UPDATE

JANUARY 13, 2023

## INTRODUCTION

Capitalized terms used in this 2022 SAP Update shall have the meanings set forth in the definitions section below, or in the Original SAP used for the levying of Assessments.

The Petitioners submitted and filed with the City Secretary of the City a Petition requesting the establishment of a public improvement district to include the Property owned by the Petitioners, and to be known as the Green Trails Public Improvement District. On August 27, 2019, the City Council adopted Resolution No. 20190827-011 that authorized the creation of the District consisting of 9.5455 acres. On October 13, 2020, the City Council adopted Ordinance No. 20201013-018, levying Assessments for the cost of District Improvements, creating a lien against Property in the District and approving the Original SAP. The Original SAP identified the District Improvements to be provided by the District, the costs of the District Improvements, the indebtedness to be incurred for the District Improvements, and the manner of assessing the property in the District for the costs of the District Improvements.

Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the 2022 Annual Service Plan Update. This document also updates the Assessment Roll for 2022. P3Works, LLC was not engaged as Administrator nor engaged to prepare any updates to the Service and Assessment Plan prior to this 2022 SAP Update. Furthermore, P3Works, LLC was not involved in the creation of the District, the drafting or approval of the Original SAP, or any other matters relating to the levy of Assessments within the District.

## DEFINITIONS

**“2022 SAP Update”** means this 2022 Annual Service Plan Update.

**“Administrative Expenses”** mean the actual or budgeted costs and expenses related to the administration and operation of the District.

**“Administrator”** means P3Works, LLC, designated by the City Council, to perform the duties and obligations required for the administration and operation of the District, including preparing Annual Service Plan Updates.

**“Annual Installment”** means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes principal, interest and Administrative Expenses.

**“Annual Service Plan Update”** means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Assessment”** means an assessment levied against a Lot imposed pursuant to an Assessment Ordinance, as shown on the Assessment Roll attached hereto as **Exhibit A**.

**“Assessment Ordinance”** means Ordinance No. 20201013-018, adopted on October 13, 2020 by the City Council, which levied the Assessment on the Property for the cost of District Improvements.

**“Assessment Roll”** means the Assessment Roll for the Lots within the District and included in this 2022 Annual Service Plan Update as **Exhibit A**.

**“Lot(s)”** means for any portion of the District identified by either a tax map identification number assigned by the Brazoria County Appraisal District for real property tax purpose, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of Brazoria County, a tract of land described by “lot” in such final and recorded subdivision plat.

**“Lot Type”** means classification of Lots with similar characteristics, as determined by the Administrator and confirmed and approved by the City Council.

**“Lot Type 1”** means a residential Lot within the District which was issued a Certificate of Occupancy prior to January 1, 2022.

**“Lot Type 2”** means a residential Lot within the District which was issued a Certificate of Occupancy on or after January 1, 2022.

**“Original SAP”** means the Green Trails Public Improvement District Service and Assessment Plan



approved by the City pursuant to Ordinance No. 20201013-018 on October 13, 2020.

**LOTS**

There are 50 Lots within the District that are required to pay Annual Installments. The Assessment Roll, attached as **Exhibit A**, lists these Lots, their Lot Type, and their corresponding Annual Installment.

See **Exhibit B** for the Green Trails Final Plat which includes all of these Lots. See **Exhibit C** for Homebuyer Disclosures.

**OUTSTANDING ASSESSMENT**

The District has an outstanding Assessment of \$713,442.00.

**ANNUAL INSTALLMENT DUE 1/31/2023**

- *Principal and Interest* – The total principal and interest required for the Annual Installment is \$15,748.89.
- *Administrative Expenses* – The cost of administering the District and collecting the Annual Installments shall be paid for by the Annual Installments. The Administrative Expenses shall be deducted from the total Annual Installment collected each year. The estimated cost to administer the District and collect Annual Installments is \$2,400.00.

Due January 31, 2023 [a]		
Principal	\$	7,187.59
Interest	\$	8,561.30
Administrative Expenses	\$	2,400.00
<b>Total Annual Installment</b>	<b>\$</b>	<b>18,148.89</b>

[a] This 2022 SAP Update was not approved until \_\_\_\_, 2023. Therefore, the Annual Installment will be delinquent if not paid by \_\_\_\_, 2023.

**PARTIAL PREPAYMENT OF ASSESSMENTS**

There have been no partial prepayment of Assessments made in the District.

**PREPAYMENT OF ASSESSMENTS IN FULL**

There have been no full prepayment of Assessments made in the District.

**SERVICE PLAN FIVE YEAR BUDGET FORECAST**

The Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Installment Due	1/31/2023 [a]	1/31/2024	1/31/2025	1/31/2026	1/31/2027
Principal	\$ 7,187.59	\$ 24,246.13	\$ 25,215.98	\$ 26,224.62	\$ 27,273.60
Interest	\$ 8,561.30	\$ 28,250.18	\$ 27,280.33	\$ 26,271.69	\$ 25,222.71
Administrative Expenses	\$ 2,400.00	\$ 8,048.00	\$ 8,208.96	\$ 8,373.14	\$ 8,540.60
	\$ 18,148.89	\$ 60,544.31	\$ 60,705.27	\$ 60,869.45	\$ 61,036.91

[a] This 2022 SAP Update was not approved until \_\_\_\_, 2023. Therefore, the Annual Installment will be delinquent if not paid by \_\_\_\_, 2023.

**ASSESSMENT ROLL**

The list of current Parcels or Lots within the PID, the corresponding total assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the 2022 Annual Installments which will be delinquent if not paid by \_\_\_\_, 2023.

**DISCLAIMER**

P3Works,LLC was not involved in the creation of the District, the drafting or approval of the Original SAP, or any other matters relating to the levy of Assessments within the District.

## EXHIBIT A – ASSESSMENT ROLL

Property ID	Property Address	Legal Description	Lot Type	Green Trails PID	
				Outstanding Assessment	Annual Installment Due 1/31/23
693628	N/A	GREEN TRAILS LOT RESERVE A	Non-Benefitted Property	\$ -	\$ -
693629	N/A	GREEN TRAILS LOT RESERVE B	Non-Benefitted Property	\$ -	\$ -
693630	N/A	GREEN TRAILS LOT RESERVE C	Non-Benefitted Property	\$ -	\$ -
693631	N/A	GREEN TRAILS LOT RESERVE D	Non-Benefitted Property	\$ -	\$ -
693632	101 AUSTIN RD	GREEN TRAILS BLK 1 LOT 1	1	\$ 14,268.84	\$ 1,209.93
693633	103 AUSTIN RD	GREEN TRAILS BLK 1 LOT 2	1	\$ 14,268.84	\$ 1,209.93
693634	105 AUSTIN RD	GREEN TRAILS BLK 1 LOT 3	1	\$ 14,268.84	\$ 1,209.93
693635	107 AUSTIN RD	GREEN TRAILS BLK 1 LOT 4	1	\$ 14,268.84	\$ 1,209.93
693636	109 AUSTIN RD	GREEN TRAILS BLK 1 LOT 5	1	\$ 14,268.84	\$ 1,209.93
693637	111 AUSTIN RD	GREEN TRAILS BLK 1 LOT 6	1	\$ 14,268.84	\$ 1,209.93
693638	113 AUSTIN RD	GREEN TRAILS BLK 1 LOT 7	1	\$ 14,268.84	\$ 1,209.93
693639	115 AUSTIN RD	GREEN TRAILS BLK 1 LOT 8	1	\$ 14,268.84	\$ 1,209.93
693640	117 AUSTIN RD	GREEN TRAILS BLK 1 LOT 9	1	\$ 14,268.84	\$ 1,209.93
693641	119 AUSTIN RD	GREEN TRAILS BLK 1 LOT 10	1	\$ 14,268.84	\$ 1,209.93
693642	121 AUSTIN RD	GREEN TRAILS BLK 1 LOT 11	1	\$ 14,268.84	\$ 1,209.93
693643	123 AUSTIN RD	GREEN TRAILS BLK 1 LOT 12	2	\$ 14,268.84	\$ -
693644	125 AUSTIN RD	GREEN TRAILS BLK 1 LOT 13	2	\$ 14,268.84	\$ -
693645	127 AUSTIN RD	GREEN TRAILS BLK 1 LOT 14	2	\$ 14,268.84	\$ -
693646	129 AUSTIN RD	GREEN TRAILS BLK 1 LOT 15	2	\$ 14,268.84	\$ -
693647	131 AUSTIN RD	GREEN TRAILS BLK 1 LOT 16	1	\$ 14,268.84	\$ 1,209.93
693648	133 AUSTIN RD	GREEN TRAILS BLK 1 LOT 17	2	\$ 14,268.84	\$ -
693649	135 AUSTIN RD	GREEN TRAILS BLK 1 LOT 18	2	\$ 14,268.84	\$ -
693650	137 AUSTIN RD	GREEN TRAILS BLK 1 LOT 19	2	\$ 14,268.84	\$ -
693651	139 AUSTIN RD	GREEN TRAILS BLK 1 LOT 20	2	\$ 14,268.84	\$ -
693652	141 AUSTIN RD	GREEN TRAILS BLK 1 LOT 21	2	\$ 14,268.84	\$ -
693653	143 AUSTIN RD	GREEN TRAILS BLK 1 LOT 22	2	\$ 14,268.84	\$ -
693654	145 AUSTIN RD	GREEN TRAILS BLK 1 LOT 23	2	\$ 14,268.84	\$ -
693655	147 AUSTIN RD	GREEN TRAILS BLK 1 LOT 24	2	\$ 14,268.84	\$ -
693656	149 AUSTIN RD	GREEN TRAILS BLK 1 LOT 25	1	\$ 14,268.84	\$ 1,209.93
693657	148 AUSTIN RD	GREEN TRAILS BLK 1 LOT 26	1	\$ 14,268.84	\$ 1,209.93
693658	146 AUSTIN RD	GREEN TRAILS BLK 1 LOT 27	1	\$ 14,268.84	\$ 1,209.93
693659	144 AUSTIN RD	GREEN TRAILS BLK 1 LOT 28	2	\$ 14,268.84	\$ -
693660	142 AUSTIN RD	GREEN TRAILS BLK 1 LOT 29	2	\$ 14,268.84	\$ -
693661	140 AUSTIN RD	GREEN TRAILS BLK 1 LOT 30	2	\$ 14,268.84	\$ -
693662	138 AUSTIN RD	GREEN TRAILS BLK 1 LOT 31	2	\$ 14,268.84	\$ -
693663	136 AUSTIN RD	GREEN TRAILS BLK 1 LOT 32	2	\$ 14,268.84	\$ -
693664	134 AUSTIN RD	GREEN TRAILS BLK 1 LOT 33	2	\$ 14,268.84	\$ -
693665	132 AUSTIN RD	GREEN TRAILS BLK 1 LOT 34	2	\$ 14,268.84	\$ -
693666	130 AUSTIN RD	GREEN TRAILS BLK 1 LOT 35	2	\$ 14,268.84	\$ -
693667	128 AUSTIN RD	GREEN TRAILS BLK 1 LOT 36	2	\$ 14,268.84	\$ -
693668	126 AUSTIN RD	GREEN TRAILS BLK 1 LOT 37	2	\$ 14,268.84	\$ -
693669	124 AUSTIN RD	GREEN TRAILS BLK 1 LOT 38	2	\$ 14,268.84	\$ -
693670	122 AUSTIN RD	GREEN TRAILS BLK 1 LOT 39	2	\$ 14,268.84	\$ -
693671	120 AUSTIN RD	GREEN TRAILS BLK 1 LOT 40	2	\$ 14,268.84	\$ -
693672	118 AUSTIN RD	GREEN TRAILS BLK 1 LOT 41	2	\$ 14,268.84	\$ -

Property ID	Property Address	Legal Description	Lot Type	Green Trails PID	
				Outstanding Assessment	Annual Installment Due 1/31/23 [a]
693673	116 AUSTIN RD	GREEN TRAILS BLK 1 LOT 42	2	\$ 14,268.84	\$ -
693674	114 AUSTIN RD	GREEN TRAILS BLK 1 LOT 43	2	\$ 14,268.84	\$ -
693675	112 AUSTIN RD	GREEN TRAILS BLK 1 LOT 44	2	\$ 14,268.84	\$ -
693676	110 AUSTIN RD	GREEN TRAILS BLK 1 LOT 45	2	\$ 14,268.84	\$ -
693677	108 AUSTIN RD	GREEN TRAILS BLK 1 LOT 46	2	\$ 14,268.84	\$ -
693678	106 AUSTIN RD	GREEN TRAILS BLK 1 LOT 47	2	\$ 14,268.84	\$ -
693679	104 AUSTIN RD	GREEN TRAILS BLK 1 LOT 48	2	\$ 14,268.84	\$ -
693680	102 AUSTIN RD	GREEN TRAILS BLK 1 LOT 49	2	\$ 14,268.84	\$ -
693681	100 AUSTIN RD	GREEN TRAILS BLK 1 LOT 50	2	\$ 14,268.84	\$ -
<b>Total</b>				<b>\$ 713,442.00</b>	<b>\$ 18,148.89</b>

[a] This 2022 SAP Update was not approved until \_\_\_\_, 2023. Therefore, the Annual Installment will be delinquent if not paid by \_\_\_\_, 2023.  
 Note: Totals may not sum due to rounding.



## EXHIBIT B – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Lot Type 2

**GREEN TRAILS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 BUYER DISCLOSURE**

## NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF ANGLETON, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 1 PRINCIPAL ASSESSMENT: \$14,268.84**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Angleton, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Green Trails Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF BRAZORIA

§

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF BRAZORIA

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The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

### ANNUAL INSTALLMENTS - LOT TYPE 1

Year	Installment due 1/31	Principal	Interest	Administrative Expenses	Annual Installment
1	2023 [a]	\$ 479.17	\$ 570.75	\$ 160.00	\$ 1,209.93
2	2024	\$ 498.34	\$ 551.59	\$ 163.20	\$ 1,213.13
3	2025	\$ 518.27	\$ 531.65	\$ 166.46	\$ 1,216.39
4	2026	\$ 539.00	\$ 510.92	\$ 169.79	\$ 1,219.72
5	2027	\$ 560.56	\$ 489.36	\$ 173.19	\$ 1,223.12
6	2028	\$ 582.99	\$ 466.94	\$ 176.65	\$ 1,226.58
7	2029	\$ 606.31	\$ 443.62	\$ 180.19	\$ 1,230.11
8	2030	\$ 630.56	\$ 419.37	\$ 183.79	\$ 1,233.72
9	2031	\$ 655.78	\$ 394.15	\$ 187.47	\$ 1,237.39
10	2032	\$ 682.01	\$ 367.91	\$ 191.21	\$ 1,241.14
11	2033	\$ 709.29	\$ 340.63	\$ 195.04	\$ 1,244.97
12	2034	\$ 737.66	\$ 312.26	\$ 198.94	\$ 1,248.87
13	2035	\$ 767.17	\$ 282.76	\$ 202.92	\$ 1,252.84
14	2036	\$ 797.86	\$ 252.07	\$ 206.98	\$ 1,256.90
15	2037	\$ 829.77	\$ 220.15	\$ 211.12	\$ 1,261.04
16	2038	\$ 862.96	\$ 186.96	\$ 215.34	\$ 1,265.27
17	2039	\$ 897.48	\$ 152.44	\$ 219.65	\$ 1,269.57
18	2040	\$ 933.38	\$ 116.55	\$ 224.04	\$ 1,273.96
19	2041	\$ 970.72	\$ 79.21	\$ 228.52	\$ 1,278.45
20	2042	\$ 1,009.54	\$ 40.38	\$ 233.09	\$ 1,283.02
<b>Total</b>		<b>\$ 14,268.84</b>	<b>\$ 6,729.68</b>	<b>\$ 3,887.58</b>	<b>\$ 24,886.10</b>

[a] This 2022 SAP Update was not approved until \_\_\_\_, 2023. Therefore, the Annual Installment will be delinquent if not paid by \_\_\_\_, 2023.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**GREEN TRAILS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagor by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF ANGLETON, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE 2 PRINCIPAL ASSESSMENT: \$14,268.84**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Angleton, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Green Trails Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

\_\_\_\_\_  
<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

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DATE:

DATE:

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER

STATE OF TEXAS

§

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COUNTY OF BRAZORIA

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Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

Year	Installment due 1/31	Principal	Interest	Administrative Expenses	Annual Installment
0	2023	\$ -	\$ -	\$ -	\$ -
1	2024	\$ 479.17	\$ 570.75	\$ 160.00	\$ 1,209.93
2	2025	\$ 498.34	\$ 551.59	\$ 163.20	\$ 1,213.13
3	2026	\$ 518.27	\$ 531.65	\$ 166.46	\$ 1,216.39
4	2027	\$ 539.00	\$ 510.92	\$ 169.79	\$ 1,219.72
5	2028	\$ 560.56	\$ 489.36	\$ 173.19	\$ 1,223.12
6	2029	\$ 582.99	\$ 466.94	\$ 176.65	\$ 1,226.58
7	2030	\$ 606.31	\$ 443.62	\$ 180.19	\$ 1,230.11
8	2031	\$ 630.56	\$ 419.37	\$ 183.79	\$ 1,233.72
9	2032	\$ 655.78	\$ 394.15	\$ 187.47	\$ 1,237.39
10	2033	\$ 682.01	\$ 367.91	\$ 191.21	\$ 1,241.14
11	2034	\$ 709.29	\$ 340.63	\$ 195.04	\$ 1,244.97
12	2035	\$ 737.66	\$ 312.26	\$ 198.94	\$ 1,248.87
13	2036	\$ 767.17	\$ 282.76	\$ 202.92	\$ 1,252.84
14	2037	\$ 797.86	\$ 252.07	\$ 206.98	\$ 1,256.90
15	2038	\$ 829.77	\$ 220.15	\$ 211.12	\$ 1,261.04
16	2039	\$ 862.96	\$ 186.96	\$ 215.34	\$ 1,265.27
17	2040	\$ 897.48	\$ 152.44	\$ 219.65	\$ 1,269.57
18	2041	\$ 933.38	\$ 116.55	\$ 224.04	\$ 1,273.96
19	2042	\$ 970.72	\$ 79.21	\$ 228.52	\$ 1,278.45
20	2043	\$ 1,009.54	\$ 40.38	\$ 233.09	\$ 1,283.02
<b>Total</b>		<b>\$ 14,268.84</b>	<b>\$ 6,729.68</b>	<b>\$ 3,887.58</b>	<b>\$ 24,886.10</b>

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 2/15/2023

**PREPARED BY:** Megan Mainer, Director of Parks & Recreation

**AGENDA CONTENT:** Discussion and possible action on proposed fees for Lakeside Park rentals, alcohol permit, tables and chairs, table and chair setup, and an overall park rental used during special events as permitted by City Council.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** NA

**FUNDS REQUESTED:** NA

**FUND:** NA

### EXECUTIVE SUMMARY:

The City Council has established a fee schedule for permits, licenses, and for the services necessary to be performed as provided for under the provisions of this Code of Ordinances of the City of Angleton, Texas. The schedule is to be revised annually in September. However, since Lakeside Park has opened, staff has recommended the following updates to the fee schedule:

- A set fee for alcohol at events
- Setup fees
- Table and chair fee for Lakeside Park
- Lakeside Park rentals based on existing ARC rental rates as well as area rentals that are comparable to the new facility
- A Park Rental fee for all parks

### RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to enforce proposed fees for Lakeside Park rentals, alcohol permit, tables and chairs, table and chair setup, and an overall park rental used during special events as permitted by City Council.

### RECOMMENDED MOTION:

I move we authorize the City Manager to enforce proposed fees for Lakeside Park rentals, alcohol permit, tables and chairs, table and chair setup, and an overall park rental used during special events as permitted by City Council.

CHAPTER 17 - PARKS AND RECREATION

ARTICLE I. - IN GENERAL

Sec. 17-1. - Recreation center fees.

	Rate	Deposit					
Multipurpose Room 1 w/ Kitchen (Member)	\$75.00/hr \$115/hr (after hours)	\$100 <del>(\$350 w/ alcohol)</del>					
Multipurpose Room 2 w/o Kitchen (Member)	\$50.00/hr \$90/hr (after hours)	\$100 <del>(\$350 w/ alcohol)</del>					
Multipurpose Rooms 1&2, Kitchen included (Member)	\$125.00/hr \$165/hr (after hours)	\$100 <del>(\$350 w/ alcohol)</del>					
Gymnasium Only	\$115.00/hr	\$300 <del>(\$600 w/ alcohol)</del>					
Gymnasium w/ Kitchen	\$140.00/hr	\$350 <del>(\$650 w/ alcohol)</del>					
Outdoor Plaza (Member)	\$50.00/hr	\$100 <del>(\$350 w/ alcohol)</del>					
Indoor Party Package 1-25 Guests (Member)	\$100	\$100					
Indoor Party Package 26-50 Guests (Member)	\$150	\$100					

Indoor Party Package 51-75 Guests (Member)	\$200	\$100					
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$250	\$200					
Indoor Party Package 101-150 Guests, includes MP 1&2 (Member)	\$275	\$200					
Outdoor Party Package 1-25 Guests (Member)	\$75	\$100					
Indoor Party Package 26-50 Guests (Member)	\$100	\$100					
Indoor Party Package 51-75 Guests (Member)	\$150	\$100					
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$200	\$200					
Private Pool Party Package 1-25 Guests (Member)	\$200	\$200					
Private Pool Party Package 26-50 Guests (Member)	\$225	\$200					
Private Pool Party Package 51-75 Guests (Member)	\$250	\$200					
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Member)	\$275	\$200					

Private Pool Party Package 101-150 Guests (Member)	\$350	\$200					
Multipurpose Room 1 w/ Kitchen (Non-Member)	\$100.00/hr \$140/hr (after hours)	\$100 <del>(\$350 w/ alcohol)</del>					
Multipurpose Room 2 w/o Kitchen (Non-Member)	\$75.00/hr \$115/hr (after hours)	\$100 <del>(\$350 w/ alcohol)</del>					
Multipurpose Rooms 1&2, Kitchen included (Non-Member)	\$150.00/hr \$190/hr (after hours)	\$100 <del>(\$350 w/ alcohol)</del>					
Outdoor Plaza (Non-Member)	\$75.00/hr	\$100 <del>(\$350 w/ alcohol)</del>					
Indoor Party Package 1-25 Guests (Non-Member)	\$125	\$100					
Indoor Party Package 26-50 Guests (Non-Member)	\$175	\$100					
Indoor Party Package 51-75 Guests (Non-Member)	\$225	\$100					
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$275	\$200					
Indoor Party Package 101-150 Guests, includes MP 1&2 (Non-Member)	\$300	\$200					
Outdoor Party Package 1-25 Guests (Non-Member)	\$100	\$100					
Indoor Party Package 26-50 Guests (Non-Member)	\$125	\$100					

Indoor Party Package 51-75 Guests (Non-Member)	\$175	\$100					
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$225	\$200					
Private Pool Party Package 1-25 Guests (Non-Member)	\$250	\$200					
Private Pool Party Package 26-50 Guests (Non-Member)	\$275	\$200					
Private Pool Party Package 51-75 Guests (Non-Member)	\$300	\$200					
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$350	\$200					
Private Pool Party Package 101-150 Guests (Non-Member)	\$400	\$200					
Indoor or Outdoor Party Package Additional Hour(s)	\$50/hr						
Set-up Fees 25 guests	\$20						
Set-up Fees 50 guests	\$40						
Set-up Fees 75 guests	\$60						
Set-up Fees 100 guests	\$80						



Set-up Fees 150 guests	\$100						
Set-up Fees 200 guests	\$150						
Lakeside Park Tables & Chairs Fee 25 guests	\$20						
Lakeside Park Tables & Chairs Fee 50 guests	\$40						
Lakeside Park Tables & Chairs Fee 75 guests	\$60						
Lakeside Park Tables & Chairs Fee 100 guests	\$80						
Lakeside Park Tables & Chairs Fee 150 guests	\$100						
Lakeside Park Tables & Chairs Fee 200 guests	\$150						
Lakeside Park Overlook	\$125.00/hr 2 hours minimum	\$100 or 20% of rental rate (whichever is greater)					
Lakeside Park Stage	\$50.00/hr 2 hours minimum	\$100 or 20% of rental rate (whichever is greater)					
Lakeside Stage & Greenspace	\$100.00/hr 2 hours minimum	\$100 or 20% of rental rate (whichever is greater)					
Lakeside Pavilion & Greenspace	\$275.00/hr 2 hours minimum	\$100 or 20% of rental rate (whichever is greater)					

Park Rental	\$500.00/hr 2 hours minimum	\$100 or 20% of rental rate (whichever is greater)					
Alcohol Fee	\$250						



## AGENDA ITEM SUMMARY

**MEETING DATE:** February 15, 2023

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

**AGENDA CONTENT:** Discussion, and possible action on a request for approval of the final replat of Riverwood Ranch Sections 3 & 4. The proposed final plat consists of approximately 145 single family residential lots on approximately 35.62 acres and is generally located north of Hospital Drive between N. Downing Street to the west and Buchta Road to the east.

**AGENDA ITEM SECTION:** Public Hearing

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

### EXECUTIVE SUMMARY:

The subject property consists of approximately 35.6 acres, is a Planned Development, (PD) district, and is located generally north of Hospital Drive situated between N. Downing Street to the west and Buchta Road to the east. The proposed preliminary replat is to subdivide the property into 144 single family residential lots. Riverwood Ranch Section 3 consists of 4 blocks, 73 Single family residential lots, and Riverwood Ranch Section 4 consisted of 4 blocks, 72 single family residential lots; total of 145 lots; 7 reserves on 35.620 acres.

Attached is the city engineer's memo containing comments. The permitted lot sizes and density for the Riverwood Ranch project were established as part of an ordinance (ORD. 20200609-006) approving the Planned Development zoning on the property. That ordinance was subsequently amended by ORD. 20200112-014 to include agricultural uses to allow the property owner to obtain an agricultural exemption on the undeveloped portion of the property.

Note that City Council waived the Traffic Impact Analysis (TIA) and the Geotechnical report requirements of the City of Angleton Code of Ordinances – Land Development Code on May 24, 2022, during the approval of the preliminary plats for the earlier phases and sections.

**RECOMMENDATION:**

The Planning Commission declined to make a recommendation to the council on the submitted plat. Staff recommends approval of the Final Plat for Riverwood Ranch Subdivision, Sections 3 and 4; all staff and city engineer comments were submitted, cleared, and accepted.

**FIELD NOTES FOR 35.620 ACRE TRACT**

BEING A 35.620 ACRE TRACT OF LAND, LOCATED IN THE T.S. LEE SURVEY, ABSTRACT NO. 318, IN BRAZORIA COUNTY, TEXAS, BEING A PORTION OF A CALLED 73.74 ACRE TRACT IN THE NAME RIVERWOOD RANCH LAND HOLDINGS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, AS RECORDED IN COUNTY CLERKS FILE NO. (C.C.F.N.) 2020043779 OF THE OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY TEXAS (O.P.R.B.C.T.), BEING REFERRED TO HEREIN AFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 35.620 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

BEGINNING AT 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON" (CAPPED B.&L.), FOUND ON THE SOUTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE NORTH RIGHT-OF-WAY LINE OF HOSPITAL DRIVE (60' WIDE);

THENCE NORTHWESTERLY, OVER AND ACROSS SAID 73.74 ACRE TRACT, SAME BEING THE EAST LINE OF RIVERWOOD RANCH SUBDIVISION SECTION 2 (RIVERWOOD S/D SEC 2), THE FOLLOWING COURSES AND DISTANCES:

NORTH 47°52'30" WEST, A DISTANCE OF 28.28 FEET TO A 5/8-INCH IRON ROD CAPPED "B & L" FOUND FOR CORNER;

NORTH 02°52'30" WEST, A DISTANCE OF 80.00 FEET TO A 5/8-INCH IRON ROD CAPPED "B & L" FOUND FOR CORNER, SAID POINT BEING IN THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET;

NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00" (THE CHORD BEARS NORTH 42°07'30" EAST, A DISTANCE OF 28.28 FEET) AN ARC DISTANCE OF 31.42 FEET TO A 5/8-INCH IRON ROD CAPPED "B & L" FOUND FOR CORNER;

NORTH 87°07'30" EAST, A DISTANCE OF 11.50 FEET TO A 5/8-INCH IRON ROD CAPPED "B & L" FOUND FOR CORNER;

NORTH 02°52'30" WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD CAPPED "B & L" FOUND FOR CORNER;

SOUTH 87°07'30" WEST, A DISTANCE OF 250.98 FEET TO A 5/8-INCH IRON ROD CAPPED "B & L" FOUND FOR CORNER, SAID POINT BEING IN THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET;

NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00" (THE CHORD BEARS NORTH 47°52'30" WEST, A DISTANCE OF 28.28 FEET) AN ARC DISTANCE OF 31.42 FEET TO A 5/8-INCH IRON ROD CAPPED "B & L" FOUND FOR CORNER;

NORTH 02°52'30" WEST, A DISTANCE OF 405.00 FEET TO A 5/8-INCH IRON ROD CAPPED "B & L" FOUND FOR CORNER;

SOUTH 87°07'30" WEST, A DISTANCE OF 170.00 FEET TO A 5/8-INCH IRON ROD CAPPED "B & L" FOUND FOR CORNER;

THENCE NORTH 02°52'31" WEST, CONTINUING OVER AND ACROSS SAID 73.74 ACRE TRACT, SAME BEING THE EAST LINE OF SAID RIVERWOOD S/D SEC 2 AND THE EAST LINE OF RIVERWOOD RANCH SUBDIVISION SECTION 1 (RIVERWOOD S/D SEC 1) AS RECORDED IN C.C.F.N. 2021015058 OF THE O.P.R.B.C.T., PASSING AT A DISTANCE OF 55.00 FEET THE SOUTHEAST CORNER OF SAID RIVERWOOD S/D SEC 1, CONTINUING A TOTAL DISTANCE OF 685.00 FEET TO A 5/8-INCH IRON ROD CAPPED B.&L. FOUND FOR THE NORTHWEST CORNER OF SAID 35.620 ACRE TRACT, SAME BEING ON THE NORTH LINE OF THE ABOVE REFERENCED TRACT, THE SOUTH LINE OF COLONY SQUARE SUBDIVISION, AS RECORDED IN VOLUME 16, PAGE 321 OF THE BRAZORIA COUNTY PLAT RECORDS AND THE NORTHEAST CORNER OF SAID RIVERWOOD S/D SEC 1;

THENCE NORTH 87°07'30" EAST, ALONG THE NORTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTH LINE OF SAID COLONY SQUARE SUBDIVISION, A DISTANCE OF 1,317.70 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PINPOINT" FOUND FOR THE NORTHEAST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING ON THE WEST RIGHT-OF-WAY LINE OF BUCHTA ROAD (60' WIDE);

THENCE SOUTH 02°52'30" EAST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE EAST RIGHT-OF-WAY LINE OF SAID BUCHTA ROAD, A DISTANCE OF 1,290.00 FEET TO A 5/8-INCH CAPPED IRON ROD, CAPPED B.&L. SET FOR THE SOUTHEAST CORNER OF THE ABOVE REFERENCED TRACT, SAME BEING ON SAID NORTH RIGHT OF WAY LINE OF HOSPITAL DRIVE;

THENCE SOUTH 87°07'30" WEST, ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH RIGHT-OF-WAY LINE OF SAID HOSPITAL DRIVE, A DISTANCE OF 888.21 FEET TO THE POINT OF BEGINNING OF THE HERIN DESCRIBED TRACT, CONTAINING 35.620 ACRES OF LAND, MORE OR LESS.

Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	31.42	20.00	90°00'00"	N42°07'30"E	28.28'
C2	31.42	20.00	90°00'00"	N47°52'30"W	28.28'
C3	78.54	50.00	90°00'00"	N47°52'30"W	70.71'
C4	78.54	50.00	90°00'00"	N47°52'30"E	70.71'
C5	78.54	50.00	90°00'04"	N42°07'32"E	70.71'
C6	78.54	50.00	90°00'00"	S42°07'30"W	70.71'
C7	47.12	30.00	90°00'00"	S42°07'30"E	42.43'
C8	15.50	20.00	44°24'55"	S20°04'58"E	15.12'
C9	234.60	50.00	288°49'50"	N87°07'30"E	71.43'
C10	15.50	20.00	44°24'55"	N19°19'57"E	15.12'
C11	44.63	30.00	85°14'11"	N49°29'36"W	40.63'
C12	31.42	20.00	90°00'00"	S42°07'30"W	28.28'
C13	10.48	20.00	37°01'29"	S17°53'15"E	10.36'
C14	130.94	50.00	150°02'59"	N42°07'30"E	96.60'
C15	10.48	20.00	37°01'29"	N77°51'46"W	10.36'
C16	31.42	20.00	90°00'00"	N42°07'30"E	28.28'
C17	31.42	20.00	90°00'00"	N47°52'30"W	28.28'
C18	10.48	20.00	37°01'29"	S72°06'45"W	10.36'
C19	130.94	50.00	150°02'59"	S47°52'30"E	96.60'
C20	10.48	20.00	37°01'29"	N12°08'14"E	10.36'
C21	31.42	20.00	90°00'00"	N47°52'30"W	28.28'
C22	31.42	20.00	90°00'00"	S42°07'30"W	28.28'
C23	10.48	20.00	37°01'29"	N17°53'15"W	10.36'
C24	130.94	50.00	150°02'59"	S42°07'30"W	96.60'
C25	10.48	20.00	37°01'29"	S77°51'46"E	10.36'
C26	31.42	20.00	90°00'00"	N42°07'30"E	28.28'
C27	31.42	20.00	90°00'00"	N47°52'30"W	28.28'
C28	15.50	20.00	44°24'55"	S64°55'02"W	15.12'
C29	234.60	50.00	288°49'50"	S02°52'30"E	71.43'
C30	15.50	20.00	44°24'55"	S70°40'03"E	15.12'
C31	10.48	20.00	37°01'29"	N72°06'45"E	10.36'
C32	131.22	50.00	150°21'52"	N47°52'30"W	96.67'
C33	10.54	20.00	37°05'56"	S12°12'58"W	10.41'
C34	47.12	30.00	90°00'00"	S47°52'30"E	42.43'
C35	44.63	30.00	85°14'11"	N39°44'35"E	40.63'

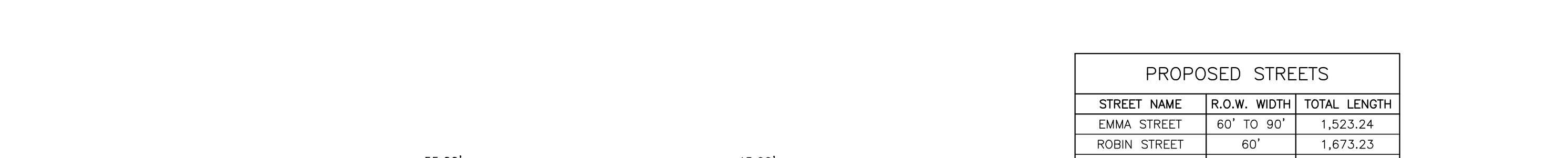
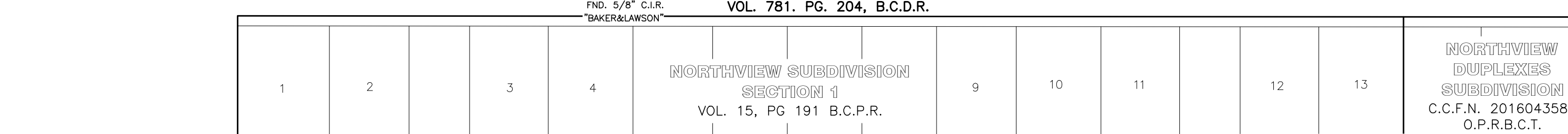
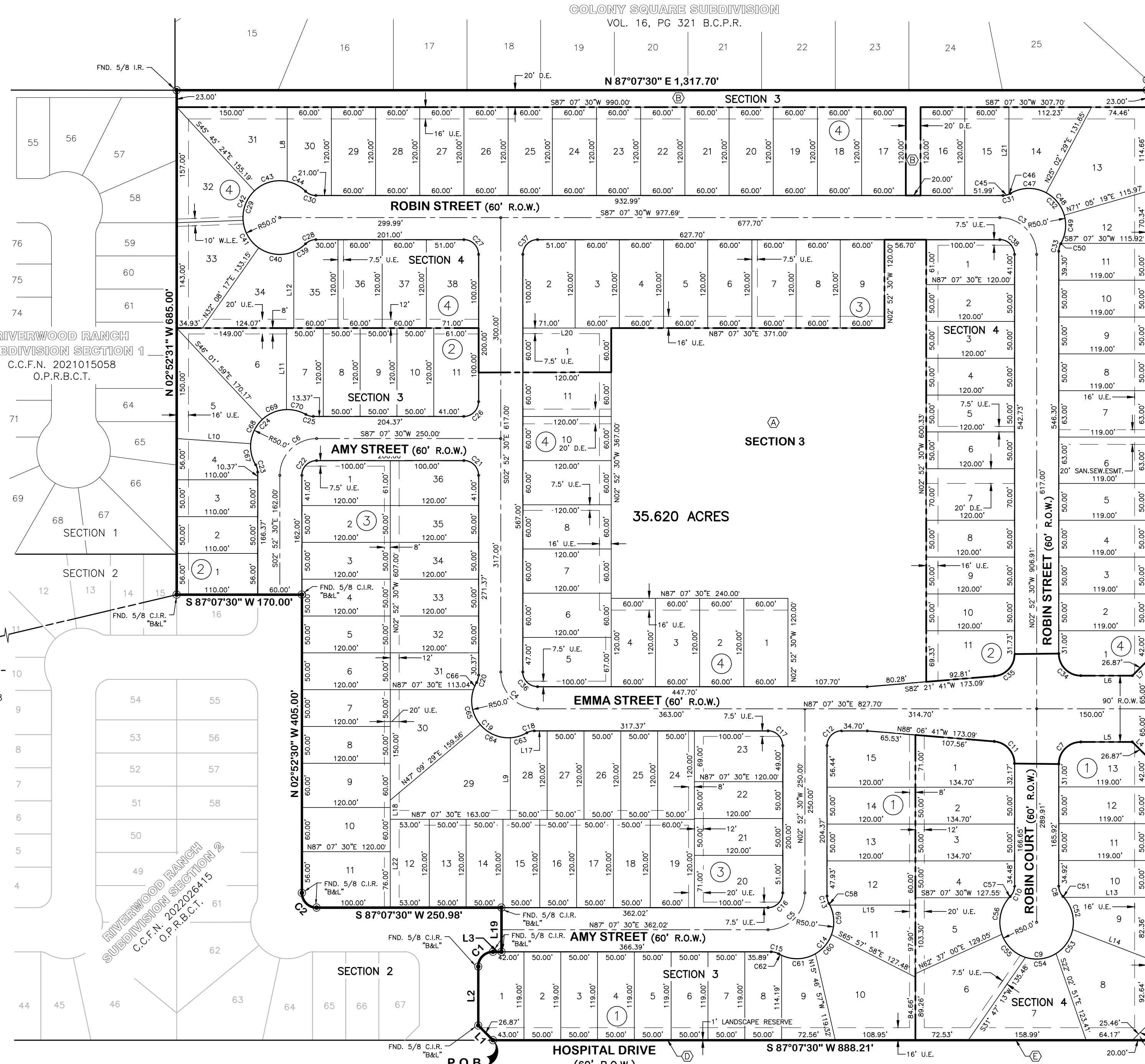
Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C36	31.42	20.00	90°00'00"	S47°52'30"E	28.28'
C37	31.42	20.00	90°00'00"	S42°07'30"W	28.28'
C38	31.42	20.00	90°00'00"	N47°52'30"W	28.28'
C39	19.28	20.00	22°05'39"	S53°45'24"W	19.16'
C40	50.03	50.00	57°02'30"	N86°31'44"W	47.97'
C41	44.29	50.00	50°45'14"	N32°29'08"W	42.86'
C42	44.29	50.00	50°45'14"	N18°16'08"E	42.86'
C43	48.00	50.00	55°00'15"	N71°08'53"E	46.18'
C44	28.70	50.00	32°53'25"	S64°54'18"E	28.31'
C45	8.24	20.00	23°36'06"	N75°19'27"E	8.18'
C46	2.30	20.00	6°34'50"	N60°13'59"E	2.30'
C47	50.70	50.00	58°05'56"	N85°59'32"E	48.56'
C48	40.18	50.00	46°02'50"	S41°56'06"E	39.11'
C49	39.59	50.00	49°21'48"	S03°46'14"W	38.56'
C50	0.75	50.00	0°51'18"	S26°52'47"W	0.75'
C51	1.50	50.00	1°43'01"	S46°25'55"E	1.50'
C52	47.20	50.00	54°08'28"	S18°31'40"E	45.47'
C53	40.91	50.00	46°52'37"	S31°57'22"W	39.78'
C54	43.04	50.00	49°19'18"	S87°03'20"W	41.72'
C55	46.58	50.00	53°22'52"	N48°35'35"W	44.92'
C56	53.27	50.00	61°02'25"	N08°37'03"E	50.78'
C57	2.10	20.00	2°24'09"	N40°20'30"E	2.10'
C58	2.35	50.00	2°41'52"	S31°33'04"E	2.35'
C59	41.46	50.00	47°30'51"	S06°26'42"E	40.29'
C60	34.74	50.00	39°48'52"	S37°13'10"W	34.05'
C61	47.75	50.00	54°43'17"	S84°29'15"W	45.96'
C62	4.63	50.00	5°18'06"	N65°30'04"W	4.62'
C63	23.81	50.00	27°16'52"	S70°44'26"W	23.58'
C64	46.08	50.00	52°46'37"	N69°13'49"W	44.45'
C65	50.53	50.00	57°53'51"	N15°53'35"W	48.40'
C66	10.55	50.00	12°05'39"	N21°06'10"E	10.53'
C67	29.72	50.00	34°03'12"	N15°52'24"W	29.28'
C68	37.36	50.00	42°48'24"	N22°33'24"E	36.40'
C69	36.06	50.00	41°19'24"	N64°37'19"E	35.28'
C70	27.81	50.00	31°51'58"	S78°47'00"E	27.45'

Line No.	Length	Direction
L1	28.28	N47°52'30"W
L2	80.00	N02°52'30"W
L3	11.50	N87°07'30"E
L4	28.28	S47°52'30"E
L5	70.00	N87°07'30"E
L6	70.00	S87°07'29"W
L7	28.28	S42°07'31"W
L8	101.01	N02°52'30"W
L9	110.66	N02°52'30"W
L10	100.98	S88°50'48"E
L11	110.63	N02°52'30"W
L12	103.75	N02°52'30"W
L13	112.25	S87°07'30"W
L14	107.17	N71°46'32"W
L15	116.19	S87°07'30"W
L16	28.28	N42°07'31"E
L17	17.37	S87°07'30"W
L18	26.00	N02°52'30"W
L19	60.00	N02°52'30"W
L20	120.00	S87°07'30"W
L21	118.33	N02°52'30"W
L22	120.00	S02°52'30"E

Block	Section	Parcel No.	Area S.F.
BLOCK 1 SECTION 3	3	1	7,112
		2	5,950
		3	5,950
		4	5,950
		5	5,950
		6	5,950
		7	5,950
		8	5,926
		9	6,668
		10	14,121
		11	7,786
		12	7,184
		13	6,000
		14	6,000
		15	8,910
		16	6,000
		17	6,000
		18	6,000
		19	7,200
		20	8,434

Block	Section	Parcel No.	Area S.F.
BLOCK 2 SECTION 3	3	1	7,234
		2	6,000
		3	6,000
		4	6,000
		5	6,000
		6	6,000
		7	6,000
		8	6,000
		9	7,200
		10	6,000
		11	7,234
		12	6,360
		13	6,000
		14	6,000
		15	6,000
		16	6,000
		17	6,000
		18	6,000
		19	7,200
		20	8,434

Block	Section	Parcel No.	Area S.F.
BLOCK 3 SECTION 4	4	1	8,649
		2	6,735
		3	6,735
		4	6,700
		5	9,001
		6	13,258
		7	11,247
		8	13,375
		9	6,407
		10	5,918
		11	5,950
		12	5,950
		13	6,885
		14	9,291
		15	7,196
		16	7,200
		17	7,200
		18	7,200
		19	7,200
		20	8,434



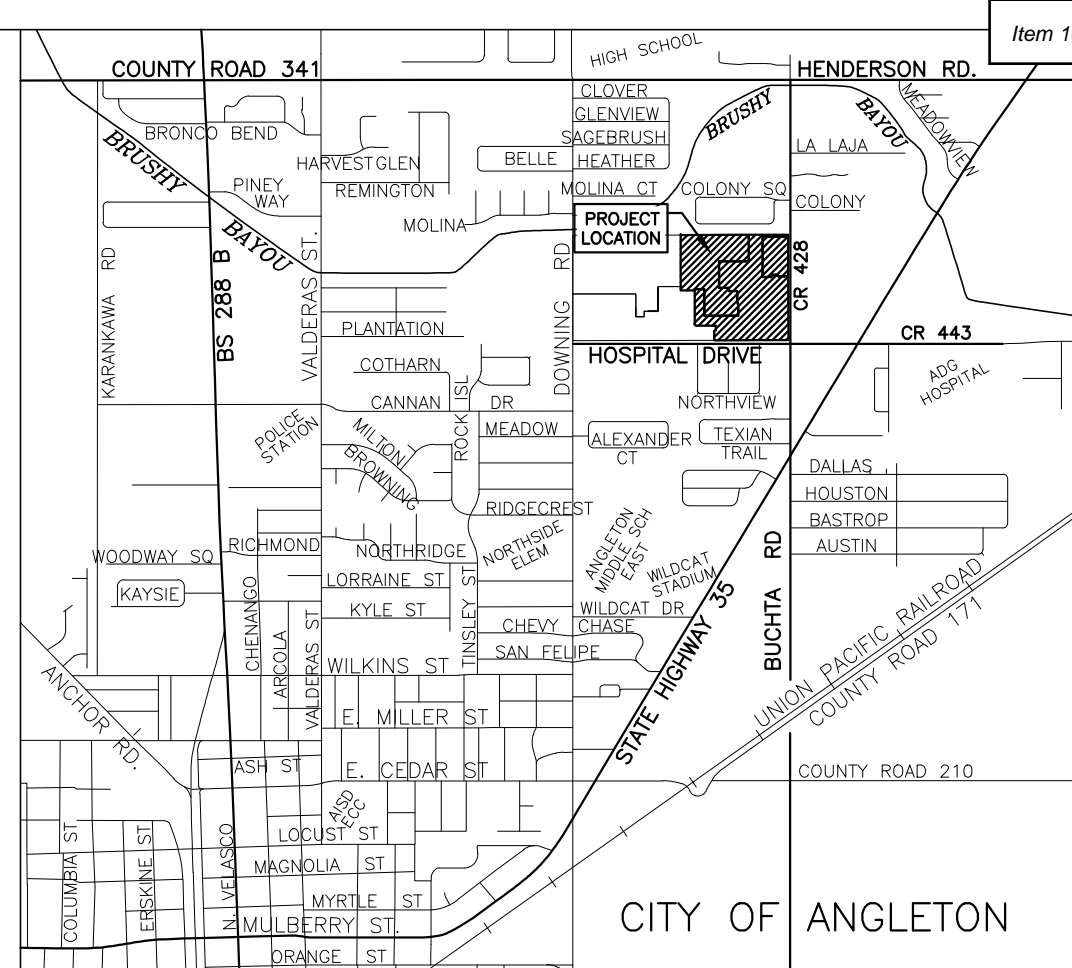
STREET NAME	R.O.W. WIDTH	TOTAL LENGTH
EMMA STREET	60' TO 90'	1,523.24
ROBIN STREET	60'	1,673.23
ROBIN COURT	60'	289.91
AMY STREET	60'	1,185.60

SYMBOL	DESCRIPTION	RESERVE USE	AREA
(A)	DRAINAGE RESERVE "A"	RESTRICTED TO DRAINAGE USE	4.270 AC.
(B)	DRAINAGE RESERVE "B"	RESTRICTED TO DRAINAGE USE	0.751 AC.
(C)	LANDSCAPE RESERVE "C"	RESTRICTED TO LANDSCAPE USE	0.046 AC.
(D)	LANDSCAPE RESERVE "D"	RESTRICTED TO LANDSCAPE USE	0.013 AC.
(E)	LANDSCAPE RESERVE "E"	RESTRICTED TO LANDSCAPE USE	0.007 AC.
(F)	LANDSCAPE RESERVE "F"	RESTRICTED TO LANDSCAPE USE	0.008 AC.
(G)	LANDSCAPE RESERVE "G"	RESTRICTED TO LANDSCAPE USE	0.017 AC.

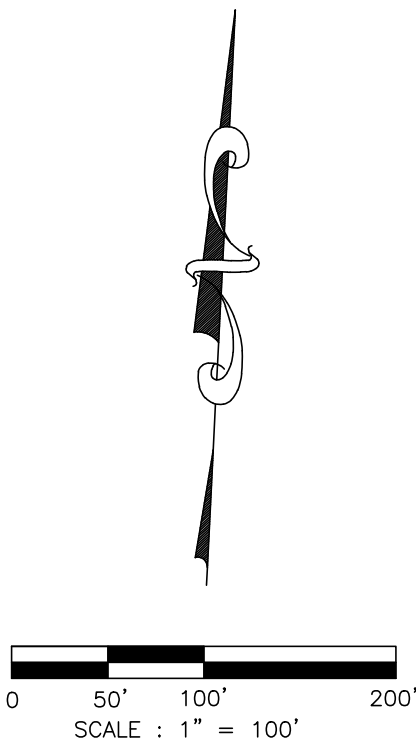
AMG CITY VIEW APARTMENTS L.L.C. C.C.F.N. 2021085006 O.P.R.B.C.T.

ANGLETON L.L.P. C.C.F.N. 2020256559 O.P.R.B.C.T.

LEA VILLA VENTURES, LLC C.C.F.N. 2020046416 O.P.R.B.C.T.



VICINITY MAP



- LEGEND**
- C.C.F.N. = COUNTY CLERK'S FILE NUMBER
  - O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS
  - BRAZORIA COUNTY TEXAS
  - B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
  - S.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
  - B.L. = BUILDING LINE
  - B.M. = BENCHMARK
  - D.E. = DRAINAGE EASEMENT
  - FND. = FOUND
  - I.R. = IRON ROD
  - C.I.R. = CAPPED IRON ROD
  - P.O.B. = POINT OF BEGINNING
  - R.O.W. = RIGHT-OF-WAY
  - VOL. PG. = VOLUME PAGE
  - W.L.E. = WATERLINE EASEMENT
  - B.&L. = BAKER & LAWSON
- SYMBOLS**
- = SET 5/8" I.R. W/CAP "BAKER & LAWSON"
  - = FOUND MONUMENT (AS NOTED)
  - ⊕ = (TBM) TEMPORARY BENCHMARK

**FINAL PLAT**  
**RIVERWOOD RANCH SUBDIVISION**  
**SECTIONS 3 & 4**  
**A 35.620 ACRES**  
**145 LOTS 7 RESERVE SUBDIVISION**  
**SECTION 3 - (4 BLOCKS, 73 LOTS 3 RESERVES)**  
**SECTION 4 - (4 BLOCKS, 72 LOTS 4 RESERVES)**

BEING A PORTION OF A CALLED 73.74 ACRE TRACT AS RECORDED IN C.C.F.N. 2020043779 OF THE O.P.R.B.C.T.

LOCATED IN THE THEODORE S. LEE SURVEY ABSTRACT NO. 318 CITY OF ANGLETON BRAZORIA COUNTY, TEXAS

**B&L** ENGINEERS • PLANNERS • SURVEYORS  
 4005 TECHNOLOGY DR., SUITE 1530 ANGLETON, TEXAS 77515  
 OFFICE: (979) 849-6681  
 TBPELS No. 10052500 REG. NO. F-825

OWNER'S ACKNOWLEDGEMENT.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT JOHN SANTASIERO, PRESIDENT OF RIVERWOOD RANCH LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINAFOVE DESCRIBED PROPERTY AS RIVERWOOD RANCH, SECTIONS 3 & 4, A SUBDIVISION IN THE JURISDICTION OF THE CITY OF ANGLETON, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS, ALLEYS AND PUBLIC PARKLAND SHOWN THEREON, THE STREETS, ALLEYS AND PARKLAND ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT, NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF ANGLETON, IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANGLETON'S USE THEREOF. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

OWNER'S ACKNOWLEDGEMENT.

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

\_\_\_\_\_  
JOHN SANTASIERO, PRESIDENT  
RIVERWOOD RANCH LLC, A TEXAS LIMITED LIABILITY COMPANY

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JOHN SANTASIERO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

\_\_\_\_\_  
MY COMMISSION EXPIRES

PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE PLANNING AND ZONING COMMISSION, CITY OF ANGLETON, TEXAS.

\_\_\_\_\_  
BILL GARWOOD, CHAIRMAN, PLANNING AND ZONING COMMISSION

\_\_\_\_\_  
MICHELLE PEREZ CITY SECRETARY

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE CITY COUNCIL, CITY OF ANGLETON, TEXAS.

\_\_\_\_\_  
JASON PEREZ, MAYOR

\_\_\_\_\_  
MICHELLE PEREZ CITY SECRETARY

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MICHELLE PEREZ BY CITY SECRETARY, CITY OF ANGLETON, ON BEHALF OF THE CITY.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF TEXAS

DRAINAGE AND DETENTION EASEMENT

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANGLETON (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEEES AND SUCCESSORS: THE PORTION OF BLOCK 1, AS SHOWN ON THE PLAT IS CALLED "DRAINAGE AND DETENTION EASEMENT." THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSESED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION. NO OBSTRUCTION TO THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINAFOVE DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SLT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

ANGLETON DRAINAGE DISTRICT

ACCEPTED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE ANGLETON DRAINAGE DISTRICT.

THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

- 1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
- 2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
- 3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
- 4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
BOARD MEMBER

\_\_\_\_\_  
BOARD MEMBER

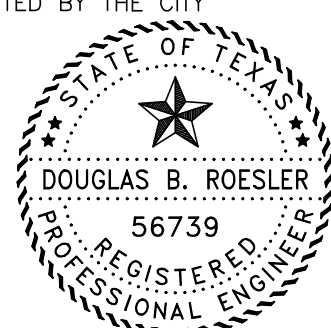
STATE OF TEXAS §  
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DOUGLAS B. ROESLER, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN PROVIDED IN THIS PLAT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE ANGLETON LDC, EXCEPT FOR ANY VARIANCES THAT WERE EXPRESSLY GRANTED BY THE CITY COUNCIL.

SIGNED:

\_\_\_\_\_  
DOUGLAS B. ROESLER DATE  
PROFESSIONAL ENGINEER  
TEXAS REGISTRATION NO. 56739



KNOW ALL MEN BY THESE PRESENTS:

THAT I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

SIGNED:

\_\_\_\_\_  
DARREL HEIDRICH DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 5378



NOTES:

- 1. THE PURPOSE OF THIS PLAT IS TO PLAT THE 35.620 ACRES INTO 145 LOT 7 RESERVE SUBDIVISION.
- 2. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
- 3. FLOOD ZONE STATEMENT: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, MAP NUMBER 48039C0435K AND 48039C0445K, WITH EFFECTIVE DATE OF DECEMBER 30, 2020, THE PROPERTY SURVEYED LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
- 4. REFERENCE BENCHMARK:  
NGS MONUMENT R1182 (PID AW1171)  
A BRASS DISK STAMPED R1182, ON THE NORTH LINE OF CR 171, ON THE CURB OF A BRIDGE, APPROXIMATELY 275 SOUTHWEST OF INTERSECTION WITH CR 428.  
ELEVATION = 26.31 FEET NGVD29
- 5. THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON.
- 6. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- 7. NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- 8. NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- 9. NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- 10. NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- 11. IT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION TO MAINTAIN LANDSCAPE RESERVE.
- 12. IT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION TO MAINTAIN DRAINAGE RESERVES A & B.
- 13. THE PURPOSE OF THE 1' WIDE RESERVE IS TO RESTRICT DRIVEWAY ACCESS TO BUCHTA ROAD AND HOSPITAL DRIVE. THE CITY OF ANGLETON WILL MAINTAIN THE 1' WIDE RESERVE.

SHEET 2 OF 2

**FINAL PLAT**  
**RIVERWOOD RANCH SUBDIVISION**  
**SECTIONS 3 & 4**  
**A 35.620 ACRES**  
**145 LOTS 7 RESERVE SUBDIVISION**  
**SECTION 3 - (4 BLOCKS, 73 LOTS 3 RESERVES)**  
**SECTION 4- (4 BLOCKS, 72 LOTS 4 RESERVES)**  
**BEING A PORTION OF A CALLED 73.74 ACRE TRACT AS**  
**RECORDED IN C.C.F.N. 2020043779**  
**OF THE O.P.R.B.C.T.**  
**LOCATED IN THE**  
**THEODORE S. LEE SURVEY**  
**ABSTRACT NO. 318**  
**CITY OF ANGLETON**  
**BRAZORIA COUNTY, TEXAS**

**B & L**  
BAKER & LAWSON, INC.  
ENGINEERS • PLANNERS • SURVEYORS

4005 TECHNOLOGY DR., SUITE 1530  
ANGLETON, TEXAS 77515  
OFFICE: (979) 849-6681  
TBPELS No. 10052500 REG. NO. F-825

OWNERS:  
JOHN SANTASIERO  
RIVERWOOD RANCH LLC  
1027 YALE STREET  
HOUSTON, TEXAS 77008

PROJECT NO.: 14396	SCALE: 1" = 100'	DRAWN BY: BT
DRAWING NO.: 14396 SEC 3-4 FINAL PLAT	DATE: 12/02/2022	CHECKED BY: DH



### APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 12/5/2022

TYPE OF PLAT APPLICATION

<b>ADMINISTRATIVE</b>	<b>PRELIMINARY</b>	<b>FINAL</b>
MINOR <input type="checkbox"/>	RESIDENTIAL <input type="checkbox"/>	RESIDENTIAL <input checked="" type="checkbox"/>
AMENDING/REPLAT <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>

Address of property: Riverwood Ranch, Sections 3 & 4

Name of Applicant: Douglas B. Roesler Phone: 979-849-6681

Name of Company: Baker & Lawson, Inc. Phone: \_\_\_\_\_


E-mail: drosler@bakerlawson.com

Name of Owner of Property: Riverwood Ranch Land Holdings LLC

Address: 1027 Yale, Houston, Texas 77008

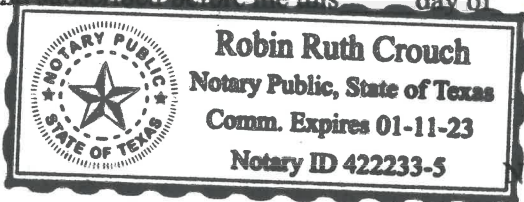
Phone: 713-621-6111 E-mail: john@rivewayproperties.com

I HEREBY REQUEST approval of the preliminary and final plat of the subject property according to the plans which are submitted as a part of this application. I HEREBY AUTHORIZE the staff of the City of Angleton to inspect the premises of the subject property. I HEREBY SWEAR AND AFFIRM that all statements contained herein and attached hereto are true and correct to the best of my knowledge and belief.

Signature of Owner or Agent for Owner (Applicant) \_\_\_\_\_ 

**NOTARIAL STATEMENT FOR APPLICANT:**

Sworn to and subscribed before me this 5th day of December, 2022.



(SEAL)

  
\_\_\_\_\_  
Notary Public for the State of Texas  
Commission Expires: 1-11-23

APPLICATION AND ALL REQUIRED DOCUMENTATION MUST BE SUBMITTED FOR REVIEW A MINIMUM OF 35 DAYS PRIOR TO THE NEXT PLANNING & ZONING COMMISSION MEETING. INCOMPLETE FORMS MAY BE DELAYED, DENIED, RETURNED TO THE APPLICANT; PLANNING & ZONING COMMISSION MEETS ON THE FIRST THURSDAY OF THE MONTH.

**AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER**

I swear that I am the owner of (indicate address and/or legal description)  
Tracts 2-2A-2B-3-3A-14 15 - Riverway Ranch Sections 3 & 4

which is the subject of the attached application for land platting and is shown in the records of Brazoria County, Texas.

I authorize the person named below to act as my agent in the pursuit of this application for the platting of the subject property.

NAME OF APPLICANT: Riverway Ranch Land Holdings LLC

ADDRESS: 1027 Yale Street

APPLICANT PHONE # 713-621-6111 E-MAIL: john@riverwayproperties.com

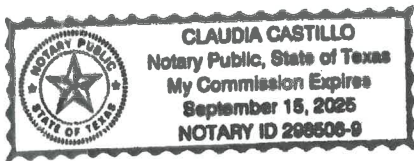
PRINTED NAME OF OWNER: Michael Foley

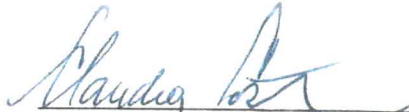
SIGNATURE OF OWNER:  DATE: 4/5/22

*NOTARIAL STATEMENT FOR PROPERTY OWNER:*

Sworn to and subscribed before me this 5 day of April, 2022.

(SEAL)



  
Notary Public for the State of Texas  
Commission Expires: \_\_\_\_\_



PROJECT SUMMARY FORM

Address of property NW corner of Hospital Drive and Buckta Road Intersection

The subject property fronts 1,290 feet on the West side of Buchta Road

Depth: 1,318 feet (max) Area: 35.6 Acres: 1,550,736 square feet

INDICATE THE PURPOSE OF THE REQUESTED PLAT APPROVAL (BE SPECIFIC):

**Final Two Sections of the Riverwood Ranch Development located between Downing Road, Hospital Drive and Buchta Road Sections 3 & 4 are the Easterly half of the development**

Is this platting a requirement for obtaining a building permit?  YES  NO

INDICATE ADDITIONAL INFORMATION THAT WILL ASSIST WITH THE REVIEW OF THIS APPLICATION.

1. See Final Plat for Sections 3 and 4

2. See Drawings for Sections 3 and 4

Name: Douglas Roester

Date: 12/05/2022

**PLAT FEES:**

**ADMINISTRATIVE PLAT**

\$250.00 Plus Review Expense

**REGULAR PLAT SUBMITTAL:**

**\*RESIDENTIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

200 Lots or less	\$800.00 plus \$6.00 per lot
More than 200 Lots	\$4.00 per additional lot over 200
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,  
balance of cost will be billed at a later time).

**\*COMMERCIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

Less than two acres	\$1,000.00
More than Two Acres	\$1,000.00 plus 25.00/additional acre
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,  
balance of cost will be billed at a later time)

**OFFICE USE ONLY:**

Date received: \_\_\_\_\_ By: \_\_\_\_\_

Type of Plat: \_\_\_\_\_

Description of individual charges:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Fee Received: \_\_\_\_\_ By: \_\_\_\_\_

Proof of taxes received: \_\_\_\_\_ Yes If no, explain: \_\_\_\_\_

**PRELIMINARY PLAT MEETINGS:**

Pre-submission conference/meeting date: \_\_\_\_\_

Received Preliminary Plat on: \_\_\_\_\_ by \_\_\_\_\_

Preliminary plat staff meeting date: \_\_\_\_\_

Planning & Zoning meeting date: \_\_\_\_\_

City Council meeting date: \_\_\_\_\_

**FINAL PLAT MEETINGS:**

Received final plat on \_\_\_\_\_ by \_\_\_\_\_

Reviewed by Staff on \_\_\_\_\_ by \_\_\_\_\_

Planning & Zoning meeting date: \_\_\_\_\_

City Council meeting date: \_\_\_\_\_

Filed with County Clerk on: \_\_\_\_\_

File-stamped copy to owner/developer on: \_\_\_\_\_



### CITY OF ANGLETON APPOINTMENT OF AGENT

As owner of the property described as Riverway Ranch Land Holdings LLC,  
I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: Douglas B. Roesler, P.E

Mailing Address: 4005 Technology Drive, Suite 1530 Email: droesler@bakerlawson.com

City: Angleton State: Texas Zip: 77515

Home Phone: (\_\_\_\_) \_\_\_\_\_ Business Phone: ( 979 ) 849-6681

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

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

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

Signature of owner [Signature] Title \_\_\_\_\_

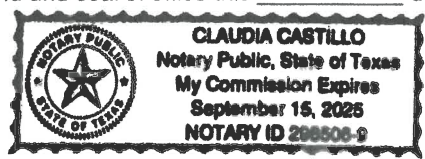
Printed/Typed Name of owner Michael Foley Date 4/5/22

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

STATE OF TEXAS §  
COUNTY OF Harris §

Before me, Claudia Castillo, on this day personally appeared Michael Foley, known to me (or proved to me on the oath of \_\_\_\_\_ or through (Drivers License)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 5 day of April, 2022



[Signature]  
Notary Public Signature

(SEAL)

Commission Expires \_\_\_\_\_



December 2, 2022

Mr. Otis Spriggs  
City of Angleton  
121 S. Velasco  
Angleton, TX 77515

Subject: Engineer's Summary Letter  
Riverwood Ranch Sections 3 and 4 – 35.6 Acres

Dear Mr. Spriggs:

We are pleased to prepare this Engineer's Summary report for the subject tract of land for Riverwood Ranch Land Holdings, LLC. The 35.6 acre tract is in the East area of the Riverwood Ranch development. For surrounding developments, the tract is adjacent to residential tract Colony Square Subdivision (SF-7.2) to the north, Buchta Road to the east with a multifamily apartment/townhomes development on the east side of Buchta Road, Hospital Drive to the south with rental duplex community on the south side of Hospital Drive and Riverwood Ranch Sections 1 and 2 development to the west.

General Information:

The Riverwood Ranch Sections 3 and 4 will be 145 residential lots with a usual widths of 50' or 60'. Section 3 of the development will contain a detention reserve in the middle of the two sections and a 20' drainage reserve along the north property line. The drainage reserve will provide rear lot drainage for Section 4 and the adjoining Colony Square subdivision to the north.

Parks:

The Parkland Dedication/Fees for this subdivision was initially discussed at the March 31, 2021 Council Meeting with the Developers. The payment for park fees in lieu of land donations are spelled out in the Developer's Agreement.

Storm Drainage:

Storm water is conveyed in the detention pond by flow in concrete roadway gutters, curb inlets and storm sewer. Our detention design is restricted to the existing condition flow rate within Brazoria County Master Drainage Study for the Bastrop Bayou watersheds. Our project is within drainage basins BB 35 and BB 36, which requires an existing condition 100-year release rate of 0.80 cfs/acre. Based on this information, the project will require 19.253 ac-ft of detention. The volume includes calculated mitigation runoff from 4.58 acres in Section 2 which was allowed to free drain into the Hospital Drive storm sewer system. The detention pond will

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

outfall to a storm sewer stub out provided in the northeast area of the Riverwood Ranch Development at Buchta Road. This will also be the outfall for the 20' drainage reserve along the north property line. The master drainage plan has been approved by the Angleton Drainage District.

Utility - Sanitary Sewer:

Riverwood Ranch Subdivision will have two sanitary sewer ties to serve the community Sections 1, 2 and the southern portion of 3 will flow to an existing 12-inch sanitary sewer in Hospital Drive. The north portion of Section 3 and Section 4 will flow to a 12-inch sanitary sewer in Buchta Road.

Utility - Waterline:

Riverwood Ranch Subdivision will have three waterline ties to serve the community Sections 1, 2 will have two ties to a 12-inch waterline in Hospital Drive. Sections 3 and 4 will have three interconnections with Section 1 and 2 waterline loop and also another tie to an 10-inch waterline in Buchta Road.. Please see the Preliminary Utility and Storm Sewer Layout provided for Sections 3 and 4.

Geotechnical Analysis:

The owner contracted Intertek PSI to perform a geotechnical analysis of the site in late 2019. Their report, Intertek PSI - Go report 286-2139, is on file at the office of Baker & Lawson, Inc

Heritage Tree:

Topographic, elevation and tree survey of the site indicated that there are no Heritage Trees on site. This site has been a grazing pasture for many years prior to its being purchased for development. The site is covered with pasture grass and scrub growth with no tree growth. We have provided Sheet 26 in the plan set for a Heritage Tree Preservation Plan.

Traffic Impact Analysis:

A TIA is not required for Sections 1, 2 and 3 based on my interpretation of the requirements of Section 23-25. B. Applicability.

The Riverwood Ranch Development of Sections 1, 2, 3 and 4 will have access to 3 major roadways (Downing, Hospital and Buchta) which were all constructed with 41' roadways consisting of one lane in each direction with a continuous turn lane. Traffic engineering standards generally consider 18,300 vehicles per day for 2 lanes (w/ left turn lanes).

The 3 access points consist of a boulevard section at Downing and a proposed boulevard section at Buchta with 2 lanes exiting and two lane entering and a three lane section onto Hospital with 2 lanes exiting and one lane entering.

- B.1 We expect to develop 349 lots with 3 access points. Section B.1 discusses generating more than 100 Peak Hour Trips (PHT) as a threshold. Traffic engineering standards generally consider 1 PHT per home in subdivisions. With 349 Lots \* 1.00 = 349 PHT. This equates to 118 PHT at each access point. With multiple lanes exiting, the PHT reduces to 80 PHT (assumed 67% predominant exit movement) at each access point.

- B.2 Section B.2 discusses 5,000 vehicle trips per day as a threshold. Traffic engineering standards generally use 10 trips per house per day. This equates to 3,490 vehicle trips per day.
- B.3 Section B.3 discusses 25 acre developments as a threshold. The total Riverwood ranch Development is 78 acres with 3 access points. This equates to 256 acres per access point. Though this does not qualify, the access points consist of multiple lanes exiting and entering as noted above.
- B.4 Section B.4 discusses oversized/slow moving vehicles which are not a part of residential development.
- B.5 Section B.5 addresses impact to the Future Thoroughfare Plan (FTP). There are no proposed thoroughfares through this development.
- B.6 Section B.6 discusses infill tracts which may affect existing adjoining development. The completed Riverwood Ranch Development will not affect adjoining development or thru traffic because of the 41' wide receiving roadway sections as noted above..

Please contact me if you have any questions or need to discuss any aspect of this Engineer's Summary Letter.

Respectfully submitted,



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

(File:14396 / 14396 Engineers Letter)



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** February 15, 2023

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Discussion and possible action on the proposed Bill authored by Representative Cody Vasut revising Texas Local Government Code Section 242.001.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

### EXECUTIVE SUMMARY:

The proposed Bill prepared by Texas House Member, Representative Cody Vasut, District 25 contains a modification to Texas Local Government Code Section 242.001.

The proposed Bill would apply only to Brazoria County, Texas and no other County in Texas.

It is written in the bill that the revision applies to “counties with a population of more than 371,000 and less than 420,000.”

Brazoria County, as of, the 2020 Census had 372,000.

The Texas State Directory and the 2021 American Community Survey supports this.

The proposed Vasut Bill revises the Statute allowing the County to unilaterally terminate an Interlocal Agreement it enters with the cities within the county regarding an agreement on platting authority in a city’s ETJ (extra-territorial jurisdiction). The City of Angleton, Texas currently has such an Interlocal Agreement with the County.

The proposed Vasut Bill provides: **the County has exclusive jurisdiction to regulate subdivision plats and permit approval in a City’s ETJ and strips the City of Angleton and any other city in Brazoria County of the ability to control what development occurs in its ETJ.**

If passed this would mean that the County dictates what, if anything, is developed in Angleton’s ETJ, as well as the ETJ of any City in Brazoria County.

The exception for such County control is:

The city enters an agreement to annex the area within 15 years after the date the County adopts an order by the Commissioners to terminate the Interlocal Agreement.



This issue and possible passage of the Vasut Bill is important in light of the new County Subdivision Regulations adopted in 2022 particularly on lot size.

In response to both cities and counties attempting to enforce zoning-like regulations during the platting process, the Texas Legislature imposed statutory limitations.

The statutory limitations set out in Section 232.101(b); Tex. Loc. Gov't Code prevents counties from regulating the following:

1. the use of any building or property;
2. the size and number of buildings;
3. the number of residential units that can be built on an acre of land; and
4. the size and type of a water or wastewater facility that can be constructed to serve a development.

Texas case law reflects similarly; See *Integrity Group, Inc. v. Medina County Comm'rs Court*, No. 04-03-00413-CV, 2004 WL 2346620 (Tex. App.—San Antonio Oct. 20, 2004, pet. denied) (mem. op.).

Chapter 212, Texas Local Gov't Code §212.003(a)(4) Cities shall not regulate number of residential units that can be built per acre of land.

**RECOMMENDATION:**

N/A

By: \_\_\_\_\_

\_\_\_\_.B. No. \_\_\_\_\_

A BILL TO BE ENTITLED

AN ACT

relating to the authority of certain counties to regulate subdivisions in a municipality's extraterritorial jurisdiction.

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

SECTION 1. Section 242.001, Local Government Code, is amended by adding Subsection (d-1) and amending Subsection (f) to read as follows:

(d-1) This subsection applies only to a county with a population of more than 371,000 and less than 420,000. A county by order may terminate an agreement entered into under Subsection (c). A county that terminates an agreement has exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the municipality that was a party to the agreement and may regulate subdivisions in the extraterritorial jurisdiction under Sections 232.001-232.005, Subchapter B or C, Chapter 232, and other statutes applicable to the county. The county's authority under this subsection applies only:

(1) for an application submitted on or after the date the county adopts the order to terminate the agreement; and

(2) to an area not subject to an agreement to annex the area within 15 years from the date the county adopts the order.

(f) Except as provided by Subsection (d-1), if ~~if~~ a certified agreement between a county and municipality as required by Subsection (c) is not in effect on or before the applicable date

1 prescribed by Section 242.0015(a), the municipality and the county  
2 must enter into arbitration as provided by Section 242.0015. If the  
3 arbitrator or arbitration panel, as applicable, has not reached a  
4 decision in the 60-day period as provided by Section 242.0015, the  
5 arbitrator or arbitration panel, as applicable, shall issue an  
6 interim decision regarding the regulation of plats and subdivisions  
7 and approval of related permits in the extraterritorial  
8 jurisdiction of the municipality. The interim decision shall  
9 provide for a single set of regulations and authorize a single  
10 entity to regulate plats and subdivisions. The interim decision  
11 remains in effect only until the arbitrator or arbitration panel  
12 reaches a final decision.

13 SECTION 2. This Act takes effect September 1, 2023.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 2/15/2023

**PREPARED BY:** Megan Mainer, Director of Parks & Recreation

**AGENDA CONTENT:** Discussion and possible action on Ordinance No. 20230215-XXX of the City of Angleton, Texas amending Chapter 17 Parks and Recreation Article II. Park and Recreation Board Section 17-19 Rules of Procedure; Quorum, Open Meetings, Records and amending Section 17-20 Power and Duties; of the Angleton Texas Code of Ordinances and amending Section 17-20 Powers and Duties; providing penalty; providing for severability; providing for repeal; and providing an effective date.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** NA

**FUNDS REQUESTED:** NA

**FUND:** NA

### EXECUTIVE SUMMARY:

On June 28, 2022, City Council discussed redundancies in staff work as well as redundancies in ABLC and Parks and Recreation agenda items. City Council gave staff direction to assess ways the boards could be restructured to eliminate redundancies and improve efficiency.

On July 26, Randle Law Office presented ABLC and the Parks and Recreation board restructuring options for continued discussion and provided the enclosed attachment. City Council requested feedback from Angleton Better Living Corporation with respect to creating a committee comprised of Park & Recreation Board members to address specific topics.

Staff met with the Parks & Recreation Board on September 12, 2022 and Angleton Better Living Corporation on October 3 to discuss the Park & Recreation Board roles and responsibilities. Main discussion points revolved around reducing topic redundancy and number of meetings, maintaining a park advocacy group, and minimizing the conflicting input from each group.

Randle Law Office has proposed revisions to the Park & Recreation Board ordinance to include the following:

- Revise the number of regular meetings held by the Park and Recreation Board
- Modify the mandatory number of meetings
- Revise the mandatory power and duties of the Parks & Recreation board

The revised ordinance is enclosed.

**RECOMMENDATION:**

Staff recommends City Council approve Ordinance No. 20230215-XXX of the City of Angleton, Texas amending Chapter 17 Parks and Recreation Article II. Park and Recreation Board Section 17-19 Rules of Procedure; Quorum, Open Meetings, Records and amending Section 17-20 Power and Duties; of the Angleton Texas Code of Ordinances and amending Section 17-20 Powers and Duties; providing penalty; providing for severability; providing for repeal; and providing an effective date.

**RECOMMENDED MOTION:**

I move we approve Ordinance No. 20230215-XXX of the City of Angleton, Texas amending Chapter 17 Parks and Recreation Article II. Park and Recreation Board Section 17-19 Rules of Procedure; Quorum, Open Meetings, Records and amending Section 17-20 Power and Duties; of the Angleton Texas Code of Ordinances and amending Section 17-20 Powers and Duties; providing penalty; providing for severability; providing for repeal; and providing an effective date.

**ORDINANCE NO. 20230215-018**

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS  
AMENDING CHAPTER 17 PARKS AND RECREATION  
ARTICLE II. PARK AND RECREATION BOARD SECTION  
17-19 RULES OF PROCEDURE; QUORUM, OPEN  
MEETINGS, RECORDS AND AMENDING SECTION 17-20  
POWERS AND DUTIES; OF THE ANGLETON TEXAS  
CODE OF ORDINANCES AND AMENDING SECTION 17-20  
POWERS AND DUTIES; PROVIDING A PENALTY;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR  
REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Angleton owns, operates, and maintains various parks and park facilities for the use and enjoyment of its citizens and the general public and the City by ordinance created a Park and Recreation Board in 1965 and later codified requirements for the Park and Recreation Board in Chapter 17 of the Angleton Texas Code of Ordinances, as amended; and

**WHEREAS**, the City Council of the City of Angleton, desires to revise the number of regular mandatory meetings held by the Park and Recreation Board and to modify the frequency of meetings and therefore amend Section 17-19 of Chapter 17 Parks and Recreation of the Angleton Texas Code of Ordinances;

**WHEREAS**, the City Council of the City of Angleton, desires to revise the mandatory powers and duties of the Park and Recreational Board and revise the powers of review by the board and therefore amend Section 17-20 of Chapter 17 Parks and Recreation of the Angleton Texas Code of Ordinances;

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

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

**SECTION 2.** Chapter 17 Parks and Recreation Board Section 17-19 Rules of Procedure; Quorum; Open Meetings; Records is set out below:

**Sec. 17-19. - Rules of procedure; quorum; open meetings; records.**

The park and recreation board shall elect annually one of its members, that is not the youth member, as chair and shall establish its own rules of procedure. A quorum shall consist of a majority of the members of the board and an affirmative vote of a majority of those present shall be necessary to pass upon pending questions. The chair shall be entitled to vote upon any question. The youth member position shall not be a voting position, but rather a position to offer input and opinion as a youth representation for the city. Regular meetings shall be held not less than

bimonthly in June, August, October, December, February, and April. Such meetings shall be open to the public and a record of all proceedings shall be kept. The record shall be filed with the city secretary and shall be a public record.

*Chapter 17 Parks and Recreation Board Section 17-19 Rules of Procedure; Quorum; Open Meetings; Records is revised as follows:*

The park and recreation board shall elect annually at the first meeting of the fiscal year one of its members, that is not the youth member, as chair and shall establish its own rules of procedure. A quorum shall consist of a majority of the members of the board and an affirmative vote of a majority of those present shall be necessary to pass upon pending questions. The chair shall be entitled to vote upon any question. The youth member position shall not be a voting position, but rather a position to offer input and opinion as a youth representation for the city. Regular meetings shall be held not less than twice a year and one of the meetings shall occur in the beginning of the fiscal year. Such meetings shall be open to the public and a record of all proceedings shall be kept. The record shall be filed with the city secretary and shall be a public record.

**SECTION 3.** Chapter 17 Parks and Recreation Board Section 17-20 Powers and Duties is set out below:

**Sec. 17-20. - Powers and duties.**

The park and recreation board shall have the power and shall be required to:

- (1) Draft and recommend to the city council, policies for use of the city's parks and recreational facilities;
- (2) Submit annually to the city administrator, not less than 90 days prior to the beginning of the budget year, a list of recommendations for capital improvements. This capital projects budget should include immediate and long-range capital improvements such as park acquisition, development of new and present park sites and procurement and installation plans for playground equipment, as well as possible recreation programs. Such list shall be arranged in order of priority;
- (3) Review any proposed acquisition of land, buildings or other properties and construction or capital improvements or facilities, or any grant or devise of real estate or personal property for use as a park, playground or other recreational purpose, and recommend appropriate action to the city council; and
- (4) Perform such duties and be vested with such other powers as the city council shall from time to time authorize.

*Chapter 17 Parks and Recreation Board Section 17-20 Powers is revised as follows:*

The parks and recreation board shall have the following powers and duties:

- (1) The Parks and Recreation Board shall review and make recommendations to the Parks Director;
- (2) Submit annually to the Parks Director, not less than sixty (60) days prior to the beginning of the budget year, a list of recommendations for parks and recreation. Such list shall be arranged in order of priority; and

- (3) Perform such duties and be vested with such other powers as the city council shall from time to time authorize.

**SECTION 4.** *Penalty.* Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred and No/100 Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense.

**SECTION 5.** *Repeal.* All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

**SECTION 6.** *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**SECTION 7.** *Effective date.* That this Ordinance shall be effective and in full force upon adoption.

**SECTION 8:** *Proper Notice & Meeting.* It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED, APPROVED, AND ADOPTED THIS 15<sup>TH</sup> DAY OF FEBRUARY, 2023.**

CITY OF ANGLETON, TEXAS

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Jason Perez  
Mayor



ATTEST:

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Michelle Perez, TRMC  
City Secretary