



CITY OF ANGLETON
CITY COUNCIL AGENDA
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, DECEMBER 09, 2025 AT 6:00 PM

Mayor | John Wright
Mayor Pro-Tem | Travis Townsend
Council Members | Barbara Simmons, Blaine Smith, Tanner Sartin, Christiene Daniel
Acting City Manager | Guadalupe "Lupe" Valdez
City Secretary | Michelle Perez

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, DECEMBER 09, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

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 to approve the regular meeting minutes of July 8, 2025, July 22, 2025, August 12, 2025, August 26, 2025, September 9, 2025, and September 23, 2025, the special meeting minutes of September 30, 2025, and the regular meeting minutes of October 14, 2025.
2. Discussion and possible action to approve an interlocal agreement with Brazoria County for the selected street overlays.
3. Discussion and possible action on Keep Angleton Beautiful Texas Department of Transportation (TxDOT) traffic controller cabinet wrap art recommendations and authorize the Acting City Manager to execute artist agreements after TxDOT approval.

- [4.](#) Discussion and possible action on an interlocal agreement with Brazoria County Emergency Services District (ESD) No. 3 for fire protection, fire suppression, and rescue services.
- [5.](#) Discussion and possible action to approve Resolution No. 20251209-005 declaring property salvage and authorizing the liquidation and/or disposal of city owned vehicle salvage property, providing an effective date.

PUBLIC HEARINGS AND ACTION ITEMS

- [6.](#) Conduct a public hearing, discussion, and possible action to approve Ordinance No. 2025112-008, zoning approximately 26.084 acres out of 41.876 acres to Commercial General (C-G)/Specific Use Permit (SUP) Overlay, Texas New Mexico Power (TNMP) and CenterPoint Substations, for property located adjacent and north of 3343 E. Mulberry Street/ Highway 35, Angleton, TX 77515, providing a severability clause; providing for a penalty; and providing for repeal and effective date, and findings of fact. (Tabled 11/12/25).

REGULAR AGENDA

- [7.](#) Update and discussion on boards and commissions vacant positions.
- [8.](#) Discussion and possible action to approve Resolution No. 20251209-008 designating one (1) representative to serve on the Brazoria County Joint Airport Zoning Board; providing for repeal; and providing for an effective date.
- [9.](#) Discussion and possible action on an agreement between Anchor Holdings MP, LLC and the City of Angleton, accepting the donation of a 2-acre parcel of land located on the east side of FM 521, approximately 1,400 ft. south of the intersection of County Road 32/Ashland Boulevard, Brazoria County.
- [10.](#) Discussion and possible action on a request for the City of Angleton's consent to the Municipal Utility District (MUD) Boundary, as part of the Strategic Partnership Agreement, for a petition adding a 4.90 acre tract and a 1.943 acre tract into the MUD 82 District situated in the City's Extraterritorial Jurisdiction (ETJ), and part of the Ashland Development, located along SH288 and east of the FM 521 corridor.
- [11.](#) Discussion and possible action on the Preliminary Plat of Ashland Section 7B as resubmitted, and to consider updates to the Ashland Land Plan as it relates to this section located on the northeast curved section of Sapphire Springs Trail, east of Section 6, and north of Section 7A.
- [12.](#) Discussion of a concept review of a Preliminary Layout for the property at 416 N. Tinsley Street at Cincinnati Street, proposed by Torrian Miller for a 7-lot single residential subdivision, located on property zoned Multi-Family-29 Zoning District.
- [13.](#) Discussion and Possible Action on an application for the Tree Mitigation Site Plan for the Windrose Green community, located at the intersection of FM 523 and Windrose Green Blvd, directly east of Angleton High School.

- [14.](#) Discussion and Possible Action on an application for Tree Mitigation Plan for the Freedom Park - Detention and Drainage Project, located south of FM 523 and north of Freedom Park.
- [15.](#) Update, discussion and possible action on the 288B Downtown Improvements.
- [16.](#) Discussion and possible action to approve Amendment No. 2 with HDR for Lift Station No. 8 Sanitary Sewer Collection System Rehabilitation Project in the amount of \$19,600.
- [17.](#) Update and discussion on Abigail Arias Park Project.
- [18.](#) Update and discussion on Freedom Park Field expansion.
- [19.](#) Discussion and possible action on the city's current projects and funding.
- [20.](#) Discussion and possible action on approving Resolution No. 20251209-020 casting votes for the Board of Directors of the Brazoria County Appraisal District.

DEPARTMENT REPORTS

- [21.](#) November Department Reports

COMMUNICATIONS FROM MAYOR AND COUNCIL

ADJOURNMENT

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

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Wednesday, December 3, 2025, by 6:00 p.m. and remained so posted continuously for at least three business days preceding the scheduled time of said meeting.

/S/ Michelle Perez

Michelle Perez, TRMC, CMC

City Secretary

Public participation is solicited without regard to race, color, religion, sex, age, national origin, disability, or family status. In compliance with the Americans with Disabilities Act, the City of Angleton will provide reasonable modifications and/or auxiliary aids for persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (free of charge) attending any City-sponsored meetings. Please contact the City's ADA Coordinator, Colleen Martin, no later than seventy-two (72) hours prior to the meeting, at 979-849-4364, extension 2132, or email cmartin@angleton.tx.us to arrange auxiliary aides or accommodations necessary.



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 9, 2025

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action to approve the regular meeting minutes of July 8, 2025, July 22, 2025, August 12, 2025, August 26, 2025, September 9, 2025, and September 23, 2025, the special meeting minutes of September 30, 2025, and the regular meeting minutes of October 14, 2025.

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Approval of the City Council regular meeting minutes for July 8, 2025, July 22, 2025, August 12, 2025, August 26, 2025, September 9, 2025, and September 23, 2025, the special meeting minutes of September 30, 2025, and the regular meeting minutes of October 14, 2025.

RECOMMENDATION:

Approve the City Council regular meeting minutes for July 8, 2025, July 22, 2025, August 12, 2025, August 26, 2025, September 9, 2025, and September 23, 2025, the special meeting minutes of September 30, 2025, and the regular meeting minutes of October 14, 2025.



CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, JULY 08, 2025 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JULY 8, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

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

Acting City Manager Lupe Valdez
 City Attorney Grady Randle
 City Secretary Michelle Perez

PLEDGE OF ALLEGIANCE

Council Member Simmons led the Pledge of Allegiance

INVOCATION

Mayor Wright gave the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Stanley Montgomery, Angleton resident, addressed Council and stated there were city employees and contractors digging a sewer hole without protective gear. Mr. Montgomery requested that the city provide the employees with the correct equipment and protective gear to do their job.

PRESENTATIONS

1. The presentation of service awards.

Colleen Martin, Director of Human Resources presented service awards to Lieutenant Arthur Moore and Lieutenant Cameron Parsons for 15 years of service and to Sergeant

Saul Centeno and Corporal Mackenzie Shanks for five (5) years of service with the Angleton Police Department.

2. Presentation of a Proclamation for Parks and Recreation Month.

Mayor Wrigth presented the proclamation for Parks and Recreation Month. The Parks and Recreation department was in attendance to accept the proclamation.

3. Ceremonial presentation of July 2025 Keep Angleton Beautiful Yard of the Month and Business of the Month.

Cheryl Scarborough with Keep Angleton Beautiful presented Yard of the Month to Mike and Cynthia Fernandez and Business of the Month to NeuAG Community Store.

CONSENT AGENDA

4. Discussion and possible action to approve the City Council minutes for May 27, June 10 and June 20, 2025.
5. Discussion and possible action to approve the budget schedule for Fiscal Year 2025-2026.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved to remove consent item No. 5 for discussion and approve item No. 4. Discussion and possible action to approve the City Council minutes for May 27, June 10 and June 20, 2025. The motion passed on a 6-0 vote.

REGULAR AGENDA

5. Discussion and possible action to approve the budget schedule for Fiscal Year 2025-2026.

Upon a motion by Council Member Daniel and seconded by Mayor Pro-Tem Townsend, Council approved the budget schedule for Fiscal Year 2025-2026 with presented changes to add the meeting time of 8AM-1PM for July 26, change August 21 to August 18 to post notice, and remove August 26 - hold a council meeting. The motion passed on a 6-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS

6. Public hearing, discussion, and possible action to approve Ordinance No. 20250610-005 rezoning approximately 0.894 acres from the Single Family Residential 7.2 Zoning District to a Manufactured Home (MH) District, at 1030 S. Anderson St., Angleton, TX, for the Blackmon Manufactured Home Community Expansion (6 lots). (Tabled 6/10/25)

Otis Spriggs, Director of Development Services, introduced the agenda item and stated that this item was tabled at the June 10, 2025, Council Meeting. This is a request from Manuel Gonzalez to rezone 0.894 acres from the Single Family Residential 7.2 Zoning District to a Manufactured Home (MH) District. The applicant's primary purpose is to provide 6 additional spaces to the existing Blackmon Manufactured Home Community.

Upon a motion by Council Member Daniel and seconded by Council Member Sartin, Council opened the public hearing at 6:21 P.M. The motion passed on a 6-0 vote.

Sabino Gonzalez, the applicants representative, spoke in favor of the item. Mr. Gonzalez stated that his brother, the applicant was unable to attend due to helping with recovery efforts in the Hill Country.

No speakers spoke against the item.

Upon a motion by Council Member Daniel and seconded by Council Member Sartin, Council closed the public hearing at 6:23 P.M. The motion passed on a 6-0 vote.

Council asked if the applicant was aware of all the conditions set in the ordinance and if he was going to be able to meet them. Mr. Gonzalez stated yes. Council allowed Mr. Gonzalez to step away and call the applicant to confirm.

Mayor moved to agenda item No. 7.

7. Conduct a public hearing, discussion, and possible action to approve Ordinance No. 20250708-007 rezoning 0.43 acres from the Commercial General District to the Central Business Zoning District (CBD), for property located at 405 E. Mulberry St. in the City of Angleton.

Otis Spriggs, Director of Development Services, introduced the agenda item and stated this is a request from Chris and Kathryn Christensen to rezone approximately 0.43 acres of land located at 405 E. Mulberry St. from the Commercial General District to the Central Business District. The applicant's primary purpose of this request to rezone the subject property is to allow for the property to be marketed more for residential mixed with professional office. The Commercial General District does not allow for the mix of residential as-of-right. The proposed rezoning will fit consistently with other similar uses within the downtown area that allow residential mixed with small professional office-type uses. Planning and Zoning have recommended approval.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Smith, Council opened the public hearing at 6:39 P.M. The motion passed on a 6-0 vote.

There were no speakers for or against the item.,

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council closed the public hearing at 6:40 P.M. The motion passed on a 6-0 vote.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved Ordinance No. 20250708-007 rezoning 0.43 acres from the Commercial General District to the Central Business Zoning District (CBD), for property located at 405 E. Mulberry St. in the City of Angleton. The motion passed on a 6-0 vote.

REGULAR AGENDA

8. Discussion and possible action on the Windrose Green Section 6 Final Plat, located off Atlas Point Lane/Starlight Street, just south of Section 5.

Otis Spriggs, Director of Development Services, introduced the agenda item and stated this is a request from the owner/developer of the Windrose Green, Section 6, Final Plat, consisting of 78 lots, 1 reserve, and 3 Blocks on 15.658 acres of land, located off Atlas Point Lane/Starlight Street, just south of Section 5. The Windrose Green Subdivision lies within the City's extraterritorial jurisdiction (ETJ) and is subject to a Strategic Partnership Agreement and Development Agreement. The City Engineer has reviewed the submitted plat and offered comments. The applicants submitted a response to all the comments and submitted a corrected plat on June 19, 2025. All review comments have now been cleared by Staff and the City Engineer. The Planning and Zoning Commission voted unanimously 7-0 to approve the final plat for Section 6 on June 30, 2025.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved Windrose Green Section 6 Final Plat, located off Atlas Point Lane/Starlight Street, just south of Section 5. The motion passed on a 6-0 vote.

Moved to agenda item No. 6

PUBLIC HEARINGS AND ACTION ITEMS

6. Public hearing, discussion, and possible action to approve Ordinance No. 20250610-005 rezoning approximately 0.894 acres from the Single Family Residential 7.2 Zoning District to a Manufactured Home (MH) District, at 1030 S. Anderson St., Angleton, TX, for the Blackmon Manufactured Home Community Expansion (6 lots). (Tabled 6/10/25)

Mr. Gonzalez returned and stated the applicant agrees to the conditions set forth in the ordinance.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved Ordinance No. 20250610-005 rezoning approximately 0.894 acres from the Single Family Residential 7.2 Zoning District to a Manufactured Home (MH) District, at 1030 S. Anderson St., Angleton, TX, for the Blackmon Manufactured Home Community Expansion (6 lots). To add that all conditions in Section 2 of the ordinance are met prior to receiving an occupancy permit and to remove the no parking signage along Maxie Lane, with a one-way sign at the public intersections located in section 2(1) of the ordinance. Fire hydrant guidelines must be met by the city.

Upon an amended motion by Council Member Sartin and seconded by Council Member Smith, Council approved to add for the applicant to provide a copy of tenant leases to the city to keep on file. The motion passed on a 6-0 vote.

REGULAR AGENDA

9. Discussion and possible action on the Preliminary Plat of Ashland Section 7, located northeast of the intersection of the future Ashland Blvd./County Road 32 and the future Sapphire Springs Trail.

Otis Spriggs, Director of Development Services, introduced the agenda item and stated Ashland Development is part of a Strategic Partnership Agreement within Municipal Utility District No.82 [(MUD-82) (April 29, 2024)], and also a Development Agreement executed with the City on June 6, 2023. Ashland Development Section 7 Preliminary Plat comprises 26.11 acres, with 117 lots, 5 drainage, landscaping, open space, and incidental utility reserves, and 6 blocks are proposed. The section is located east of Section 5, north of Section 8, and northeast of the future Sapphire Springs Trail and County Road (CR) 32/Ashland Boulevard [(Blvd.) (see Land Plan below)]. The majority of the lots in this section average approximately 50 foot in width, with only a few 55-foot lots, at 120 foot in depth. City Engineer comments were corrected by the applicant and cleared by the City Engineering prior to the Planning and Zoning meeting. Planning Commission voted 7-0 to recommend approval of the Preliminary Plat. The applicants must still gain final approval from any applicable Referral Agencies, such as Brazoria County, provided for the associated subdivision improvements, and construction plans shall be provided for review of the applicable public improvements, along with review and approval of the Final Plat.

Upon a motion by Mayo Pro-Tem Townsend and seconded by Council Member Sartin, Council approved the Preliminary Plat of Ashland Section 7, located northeast of the intersection of the future Ashland Blvd./County Road 32 and the future Sapphire Springs Trail. The motion passed on a 6-0 vote.

10. Discussion and possible action on the Windrose Green Section 7 Final Plat, located off Parks Edge Lane and Milo Midnight Lane.

Otis Spriggs, Director of Development Services, introduced the agenda item and stated this is a request from the owner/developer of the Windrose Green, Section 7, Final Plat, consisting of 62 lots, two reserves, and three blocks on 13.41 acres of land. The Windrose Green Subdivision lies within the City's extraterritorial jurisdiction (ETJ) and is subject to a Strategic Partnership Agreement and Development Agreement. The applicants submitted a response to all the city engineer comments and a corrected plat on June 19, 2025. All review comments have now been cleared by the Staff and the City Engineer. The Planning and Zoning Commission voted unanimously, 7-0, to approve the Final Plat for Section 7.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved Windrose Green Section 7 Final Plat, located off Parks Edge Lane and Milo Midnight Lane. The motion passed on a 6-0 vote.

11. Discussion and possible action on a request for a Sidewalk Waiver submitted by David and Kitty Bennett, on property located at 1 Pecan Place, for a new residential infill residence.

Otis Spriggs, Director of Development Services, introduced the agenda item and stated this is a request for a Sidewalk Waiver submitted by David and Kitty Bennett, on

property located at 1 Pecan Place, for a new residential infill structure. The City of Angleton Code of Ordinances provides requirements for sidewalk installations for residential and non-residential development projects. Code of Ordinances Section 23-14 Sidewalks and Accessibility (c) states for an existing development that does not have sidewalks along adjoining public streets and is proposed to be expanded, sidewalks shall only be required for the portion of the property where the expansion is proposed. The city council may consider a variance when there are significant engineering constraints that result in practical difficulties from locating or extending a sidewalk or when a sidewalk should not be extended for other practical considerations.

Upon a motion by Council Member Sartin and seconded by Council Member Daniel, Council approved a request for a Sidewalk Waiver submitted by David and Kitty Bennett, on property located at 1 Pecan Place, for a new residential infill residence, based on the uniformity of the existing cul-de-sacs and sidewalks. The motion passed on a 6-0 vote.

12. Update and discussion on Design Development Plans for Abigail Arias Park.

Jason O'Mara, Director of Parks and Recreation, addressed Council and presented the development plans of Abigail Arias Park. Mr. O'Mara stated that Burditt Land | Place has completed the 50% Design Development Plans for Abigail Arias Park, based on the final master plan approved by the Parks & Recreation Board and City Council.

Council Member Sartin stated he would like to see the berms stay and asked if there would be a barrier around the wildscape. Mr. O'Mara stated it is not in the current plans but may end up creating one.

Mayor Wright stated to keep the wildscape to the border of the park. He liked the water features and asked if there would be features for the older age group. Mr. O'Mara stated that not at this time as it will raise cost but there are capabilities to expand it if the funding comes available. Mayor stated he would like to see the berms stay.

Mayor Pro-Tem Townsend requested that the project move quickly, it took too long to get off the ground.

13. Update, discussion and possible action on the existing water wells.

Hector Renteria, Director of Public Works, addressed council and stated there are only two water wells that are active where the city can utilize and treat the well water, Well No. 11 on Henderson Road and Well No. 14 in Freedom Park. Wells No. 6 and 7 were recently discovered to be operational for 30 years but were not plugged and will cost approximately \$400,000 – \$600,000 per site to rehabilitate and \$40,000 each site to officially determine what it will take to bring the wells back to life. Water wells No. 8 (Rich's Car Wash), 9 (Shannon Street), and 10 (behind Specs) are operational for emergency use only, a transmission line will have to be installed at \$2.1 Million, and the city will need a new chemical building at a cost of approximately \$5.1 Million for the wells to be used on a day-to-day basis, increasing the capacity to 3 million gallons. The water wells will increase the capacity of water but without building a new water tower

it limits the number of water connections; you wouldn't be able to sell the water. To get the max capacity of 4.3 million gallons from all the wells, first the city would have to do the transmission line and build a Chenango chemical building then once the two projects are completed the city can begin utilizing the three wells daily. After this, the city can rehabilitate wells No. 6 and 7 and begin pumping them through the same transmission line and increase the capacity again. Currently, the city is paying Brazosport Water Authority (BWA) \$4.60 per thousand gallons, the full cost of well water that includes maintenance is \$2.02 per thousand gallons.

Council stated they would like to talk more about this during budget to see what action can be taken.

14. Discussion and possible action approving the Title VI Plan of the Civil Rights Act of 1964 that includes assurances, policy statement, and a complaint form.

Colleen Martin, Director of Human Resources, addressed council and stated that the Texas Department of Transportation (TxDOT) is requesting an approved Title VI Plan to continually be eligible for federal grant money.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved the Title VI Plan of the Civil Rights Act of 1964 that includes assurances, policy statement, and a complaint form. The motion passed on a 6-0 vote.

15. Update, discussion and possible action on the City Hall Annex.

Marth Eighme, Director of Communications and Marketing, addressed council and stated that this will be a team approach by having several departments give an update on their part of the annex building.

John Deptuch, Safety and Facilities Coordinator, addressed Council and stated the city did an emergency purchase for air conditioner units for the annex. Unit 1 was replaced with a new unit, Unit 2 was repaired, Unit 4 and 5 were replaced, unit 5 is a 10 ton and purchased two 5-ton units to save money, and unit 6 was replaced. All new units come with 1 year labor warranty and 5-year part warranty.

Hector Renteria, Director of Public Works, addressed Council and stated that Public Works is occupying the main lobby area until the Kings Municipal Operation Center (KMOC) is completed.

Jason Crews, Director of Information Technology (IT), addressed Council and stated that they will need to do some work with the space before moving IT to the annex. There is a point-to-point network connecting from city hall to the annex and that is how Public Works can operate. There are still other areas of the building to get online with the network and cable that need to be run. Mayor Wright suggested high-back cubicles in replacement of installing permanent walls to create office space.

Jason O'Mara, Director of Parks and Recreation, addressed Council and stated they are transitioning the parks guys to utilize the annex. It will become their meeting space in the mornings, and they will begin parking their city vehicles there as well. Eventually,

Mr. O'Mara and Stewart Crouch, Parks Superintendent, will move to the annex until the KMOC is completed to free space up at the Recreation Center that was lost because of the move during the KMOC construction.

Michelle Perez, City Secretary, addressed council and stated that the City Secretary's Office utilizes the annex for records storage. There are currently 181 boxes of records being stored and does not see downsizing anytime soon. Mayor Pro-Tem asked if it was possible to store the records on a cloud or electronic format. Ms. Perez stated that the Texas State Library recommends that records with a retention of 10 years or more should be physically kept. With technology rapidly changing, permanent records should be accessible 5, 10, and 20 years from now.

Lupe Valdez, Acting City Manager/Police Chief, addressed Council and stated he had an idea of utilizing some of the space for a downtown police substation. Mayor Pro-Tem Townsend suggested occupying the substation on weekends and nights.

Mayor Wright suggested creating a commercial bathroom with more than one stall, currently there are individual bathrooms. Mayor also requested signage be placed back up for the Annex. Mayor asked Mr. Deptuch to get quotes to build out the strip of offices.

16. Discussion and possible action on the election of Mayor pro-tem to serve a one-year term.

Upon a motion by Council Member Sartin and seconded by Council Member Daniel, Council approved the election of Travis Townsend as Mayor Pro-Tem. The motion passed on a 6-0 vote.

STAFF REPORTS

17. Staff reports for June

Mayor Wright stated this is something he has been asking for to be placed back on the agenda to give an opportunity for council to ask questions or comment on the operations of each department.

Jason O'Mara, Director of Parks and Recreation, approached the podium for questions on the report. Mayor Pro-Tem Townsend stated he applauds the youth camp in the mornings, and the addition of volleyball and track seasons. Mayor Wright stated he appreciates the statistics on the recreation center and what is going on. The recreation center has found volleyball to get people to the recreation center and should explore more items to bring to the recreation center that nobody else is fulfilling.

Otis Spriggs, Director of Development Services, approached the podium for questions on the report. Mayor Wright stated he would like to see citations in the reports that describe if they are active, resolved or continuing in the future. Mayor stated he would like to see a restaurant report. He also requested a list of new Certificates of Occupancy (CO's) so council know the new businesses coming to town.

Hector Renteria, Director of Public Works, approached the podium for questions on the report. Mayor Wright stated he is sad to hear of all the problems with equipment that need repairs. Mr. Renteria stated that they are down a Gradall and backhoe due to budget funds. Mayor stated he was excited to see that Texas Department of Transportation (TxDOT) approved the Silver Saddle & Parrish Street project. He would like to see a pie chart on the average days out for the work orders. Mr. Renteria stated that the majority of the 30-day old work orders are ditch drainage issues that are more of a project that needs to happen.

Neal Morton, Fire Chief, approached the podium for questions on the report. Mayor Wright inquired about the fire calls and staffing. Mr. Morton stated that the reports are focused on Emergency Service District (ESD) calls and moving forward they will be able to have a more accurate number on city calls. The average response time for ESD calls is 6:21. The day and night shift is split 50/50 on response calls. The Fire Department did a study recently and looked at the turnover rate for the volunteer group that is a little higher than Mr. Morton would like. He stated there is opportunity for major improvements and with just the new website they have received four or five applications in one week.

Mayor Wright stated he likes the public information request charts and would like to see it trend moving forward.

Martha Eighme approached the podium for questions on the report. Mayor Wright stated he liked the renderings provided. Mayor Pro-Tem Townsend stated he received positive feedback on the 4th of July firework show and gave kudos to staff on finding a way to make it happen. Council Member Simmons stated she appreciates Ms. Eighme placing her Standard Operating Procedure (SOP) in the report, that it says a lot about the follow-up and that the citizens were being heard. Mayor requested the audits for hotel/motel to come to council.

Colleen Martin, Director of Human Resources, approached the podium for questions on the report. Mayor Wright requested Ms. Martin to total the number of vacancies and staff to compare to where the city was prior.

Mayor Wright stated that Utility Billing was a great report and insightful.

Laura Normon, Coordinator of Emergency Management, approached the podium for questions on the report. She stated that she is working with the contractors to gather information needed for Hurricane Beryl funding. Ms. Norman stated she is working on a Disaster Debris Monitoring request for proposal that needs to be approved prior to declaring a disaster.

Lupe Valdez, Acting City Manager/Police Chief stated he would like to commend the men and woman at the police department who are working hard, the department is short staffed, and they are jumping in to work different shifts.

Council Member Sartin stated that he has taken it upon himself over the past few months to drop in on council meetings in other cities and stated there is a good working

group here of staff and council members and hasn't seen anything like it anywhere else.
The willingness to jump in and help with things in the city.

EXECUTIVE SESSION

The City Council held an executive session at 9:27 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

18. Discussion and possible action to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Acting City Manager, and Council Liaison Appointments to Parks & Recreation Board, and Senior Citizen Commission).
19. Consultation with attorney, pursuant to Section 551.071 of the Texas Government Code.

Removed from the Agenda.

20. Discussion and possible action on the deliberation of real property; pursuant to Section 551.072 of the Texas Government Code.

OPEN SESSION

The City Council adjourned Executive Session, reconvened at 10:03 P.M. into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

18. Discussion and possible action to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Acting City Manager, and Council Liaison Appointments to Parks & Recreation Board, and Senior Citizen Commission).

Upon a motion by Council Member Daniel and seconded by Mayor Pro-Tem Townsend, Council approved to add Council Member Simmons as Council Liaison to the Parks & Recreation Board and Council Member Smith as Council Liaison to the Senior Citizen Commission. The motion passed on a 6-0 vote.

20. Discussion and possible action on the deliberation of real property; pursuant to Section 551.072 of the Texas Government Code.

No action taken.

COMMUNICATIONS FROM MAYOR AND COUNCIL

Mayor Pro-Tem Townsend requested an update on Gambit. He has received complaints from citizens and would like them to know they are not being ignored.

Council Member Daniel requested to add depth signage to the drainage pond as a child ventured into the pond to see how deep it was.

ADJOURNMENT

The meeting was adjourned at 10:06 P.M.

These minutes were approved by Angleton City Council on this the 9th day of December 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, JULY 22, 2025 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JULY 22, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

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

Acting City Manager Lupe Valdez
 City Attorney Grady Randle
 Assistant City Secretary Desiree Henson

PLEDGE OF ALLEGIANCE

Council Member Sartin led the Pledge of Allegiance

INVOCATION

Mayor Pro-Tem Townsend gave the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CONSENT AGENDA

1. Discussion and possible action to approve the purchase and installation of an automatic transfer switch for the wastewater treatment plant with instrumentation Inc., in the amount of \$88,070.00.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved consent agenda item no. 1: Discussion and possible action to approve the purchase and installation of an automatic transfer switch for the wastewater

treatment plant with Instrumentation, Inc. in the amount of \$88,070.00. The motion passed on a 6-0 vote.

REGULAR AGENDA

2. Update and discussion on the status of the Texas Department of Transportation (TxDOT) projects, presented by Maria Aponte, TxDOT representative.

Maria Aponte, Texas Department of Transportation (TxDOT) Representative provided an update on the status of current TxDOT projects within the city and on traffic signal timing adjustments.

3. Discussion and possible action on a request to reconsider the 6/10/2025 Action taken on a Final Plat extension for Mulberry Fields Subdivision, for 41 single-family lots, 2 reserves, 3 blocks on 13.0044 acres, located on SH 35 and N. Walker St., East of Heritage Ln./Murray Ranch Rd.

Otis Spriggs, Director of Development Services presented the item and stated that the subject property consists of 13.0044 acres, having 41 lots, 2 reserve acres with two points of access (North Walker and State Highway 35). The project is limited to the development of single-family dwellings and uses as permitted by the Single-Family (SF)-6.3 zoning district. The City Council approved the Development Agreement on September 26, 2023, and the Final Plat on December 12, 2023. The Developer agreed to pay the City fees in lieu of dedication of park acres as well as the Capacity Acquisition Fees (CAF). The civil and construction plans have been reviewed by staff and the City Engineer as of March 2023, and a letter of no objection is on file. On June 10, 2025 City Council voted to disapprove a one-year extension for this development. Mr. Corey Boyer of Mulberry Fields LLC submitted this request for reconsideration of an extension of the Mulberry Fields Subdivision Final Plat on May 23, 2025, to allow for more time to secure the best construction/financing/builder package. He now requests an extension not to exceed 6 months instead of 12 months to achieve this. Since the June 2025 Council action, Mr. Corey Boyer met with Mayor John Wright and Development Service Director Otis Spriggs with supportive documentation and a more definitive commitment to completing the project, and to introduce a commercial concept.

Mr. Corey Boyer addressed Council and introduced a commercial concept and requested an extension for six months.

Mayor Pro-Tem Townsend stated that he would like to see the new standards applied that have been changed since the original approval.

Upon a motion by Council Member Sartin and seconded by Council Member Simmons, Council approved a Final Plat extension for six months for Mulberry Fields Subdivision, for 41 single-family lots, two reserves, three blocks on 13.0044 acres, located on State Highway 35 and North Walker Street, East of Heritage Lane/Murray Ranch Road. The motion passed on a 5-1 vote with Mayor Pro-Tem Townend opposed.

4. Discussion and possible action on the Austin Colony Subdivision, First Amendment to the Amended and Restated Development and Public Improvement District (PID) Agreement between Tejas-Angleton Development, LLC. and the City of Angleton, Texas.

Otis Spriggs, Director of Development Services presented the agenda item and stated that this is a request from the owner/developer of the Austin Colony Development, Planned Development (PD) No. 3 Amended and Restated Development and Public Improvement District (PID) Agreement which was amended and adopted by the City Council on January 10, 2023, under Ordinance No. 20230110-009. Due to the reconfiguration and reclassification of Austin Colony Boulevard, the various sections were readjusted as a result. Austin Colony Drive will provide access to the proposed 50 lots in Section 1A, with a tie-in to County Road (CR) 44 also known as Anchor Road. Mr. Wayne Rea requested that this item be placed on this agenda. However, after administrative staff and legal met with our PID consultants and financial advisors, Bracewell and Hilltop Securities, on July 17, 2025, it was recommended that this item be pulled from the agenda for the following reason: there is no need to amend the agreement to either add successors or assigns as there already is a section that addresses assignments and as to adding an additional project, the Development Agreement (DA) does not require an amendment to add a project. The requested changes are as follows: 1. Definitions: Definition of “Developer” shall be deleted in its entirety and replaced with the following: “Developer” means Austin Colony Development, LLC, its successors and assigns. Austin Colony Development is a Texas limited liability company and wholly owned subsidiary of Tejas Angleton Development, LLC. and 2. the following paragraph shall be added to Section 2.13, Section 2A, “An eastbound left turn lane on Anchor Road, providing 120 foot of storage, 200 foot taper and 270 foot to 540 foot shifting taper, depending on the widening the alignment will be center or to one side of Anchor Road. The left turn lane should be a minimum of 11 foot width. The installation of the left turn lane will be entirely at the Developer’s expense and shall be constructed in accordance with the Brazoria County Roadway Design Criteria Manual. The City of Angleton shall have the right to review the design and inspect the construction of the left turn lane; however, Brazoria County shall approve the design, engineering, inspection and construction of the left turn lane”.

Mr. Wayne Rea spoke and stated that by making the changes the Development and PID Agreement will allow him to request a permit with the Assistant County Engineer directly and without the changes it would take months for Brazoria County to issue the permit.

Citizen, Robert Carr addressed Council and stated that the subdivision will cause additional drainage problems to Carr Road. Mayor Wright stated that it will be the City’s responsibility to make sure that the drainage is tied in correctly.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved the Austin Colony Subdivision, First Amendment to the Amended and Restated Development and Public Improvement District (PID) Agreement between Tejas-Angleton Development LLC. and the City of Angleton, Texas. The motion passed on a 6-0 vote.

5. Update and discussion on the Gambit Energy Storage Park, 319 Murray Ranch Rd., Angleton, currently a Specific Use Permit within a Single-family Residential 7.2 District (SF-7.2).

Otis Spriggs, Director of Development Services present the item and stated that on June 10, 2025, under Communications From Mayor and Council, Council Member Christiene Daniel requested that Development Services along with Legal provide research and an update on the Gambit/Power Plus Battery Park Facility and Specific Use Permit (SUP) 55 and zoning history as it relates to electrical generation within the Single-Family (SF) Residential 7.2 District (SF-7.2). A modification was made to the approved specific use permit (SUP), under Ordinance No. 20200114-004 adopted on January 14, 2020, by City Council, allowing for the construction and operation of an energy storage park (ESS) and necessary substation equipment for the storage of electrical energy located at Property ID No. 570367. Staff have been working with Randle Law Office on history, the categories of land use and Randle Law Office has provided a written memorandum and series of Exhibit documentation for review.

Citizen, Kellie McDaniel, addressed Council and stated that her fence to Gambit's fence is 429 feet and from her back porch to Gambit's fence is 462 feet and the noise is extremely bad. She shared recordings of the noise taken from her back porch at various times, days, and temperatures. Ms. McDaniel stated that it is louder during the hot temperatures.

Citizen, Lance Wortham addressed Council and stated that his back patio is approximately 400 square feet away from Gambit and he has recorded the noise at 50 plus decibels for hours at a time. Mr. Wortham said that they will listen to the excessive noise until sometime around October.

Citizen, Clara Dannhaus addressed Council and stated that she lives 660 feet from the sound barrier and she hears it clearly in her backyard. Ms. Dannhaus stated that the sound barrier has made no improvement to the noise, only to the visibility of the equipment.

Citizen, Erik Daniel addressed Council and stated that he challenges the zoning assignment of the battery park due to various hazards, such as noise, pollution, exposure to chemicals, and more. Mr. Daniel said it is an obnoxious situation for him and his neighbors and requests that Gambit's SUP be revoked.

Citizen, Stephanie Box addressed Council and stated that she lives on the West side of the easement and received the sound funneled to areas surrounding her property by the sound barrier and still has clear visibility of the Gambit park. Ms. Box stated that she has decibel reading up to 75 decibels.

Citizen, Chris Peltier addressed Council and stated that he has been involved since the battery park was being proposed and has been against it through the beginning. Mr. Peltier stated that the battery park has been owned by different companies through the years and the current owners do not listen to their concerns.

Mayor Wright directed Staff to provide a full presentation on the existing Specific Use Permit (SUP) a detailed presentation to be invited back to Council.

Mayor Pro-Tem Townsend requested that Gambit be invited back to discuss the residents' concerns after reviewing the SUP.

No action was taken.

6. Update, discussion and possible action on Wayne Street repairs.

Hector Renteria, Director of Public Works presented the item and stated that Wayne Street is located on the Southwest side of Angleton, and runs parallel to the West of South Front Street. The street is located to the West of the railroad tracks and is a dead end street that only receives traffic from commercial and residents that reside on the street. This street is partial city and partial county ownership, with the city portion being approximately 1,000 foot in length. In the 2017 Street Condition Assessment this street was rated as a four, with 20 to 30 percent base repair and overlay as a repair recommendation at a cost of \$27,600.27. In the 2023 Street Condition Assessment this street was rated as a four, with 20 to 30% base repair and overlay as a repair recommendation at a cost of \$95,695.60. This roadway is at a point where an overlay will not suffice. The overlay would hold up for a few years, but the roadway would degrade in the exact same manner as previously. We received quotes for repairs, and they all recommend repairing the base before overlaying, as did the street condition assessment. The interlocal with the county can provide a rebuild of this road as well, however this will reduce our total road repairs to a mile for that respective year. This roadway would take up approximately 20% of that mile for the year. It is also important to note that it costs the city/county \$153,395.00 to repair South Walker at 3150 foot in length.

Citizen, Gregg Harper addressed Council and stated that he is open to all solutions including temporary solutions for patching or repairing Wayne Street.

Mayor Wright directed Mr. Renteria to research milling and caliche for Wayne Street.

No action was taken.

COMMUNICATIONS FROM MAYOR AND COUNCIL

ADJOURNMENT

The meeting was adjourned at 9:19 P.M.

These minutes were approved by Angleton City Council on this the 9th day of December 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, AUGUST 12, 2025 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, AUGUST 12, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:02 P.M.

PRESENT

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

Acting City Manager Guadelupe "Lupe" Valdez
 City Attorney Grady Randle
 City Secretary Michelle Perez

PLEDGE OF ALLEGIANCE

Council Member Smith led the Pledge of Allegiance.

INVOCATION

Mayor Pro-Tem Townsend gave the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CEREMONIAL PRESENTATIONS

1. Ceremonial Presentation of August 2025 Keep Angleton Beautiful Yard of the Month and Business of the Month.

Tracy Delesandri with Keep Angleton Beautiful presented Yard of the Month to David and Carolyn Smith and Business of the Month to Hagan Risk Partners.

PUBLIC HEARINGS AND ACTION ITEMS

Both public hearings were opened and closed simultaneously and voted on separately.

2. Conduct a public hearing, discussion, and possible action on Ordinance No. 20250812-002, granting the voluntary petition to annex approximately 9.458 acres into the City of Angleton, approving a Service Plan and assigning a Zoning Designation for property located on the east side State Highway 288, and north of FM 523, Brazoria County Appraisal District PID No. 706979.

Upon a motion by Council Member Daniel and seconded by Council Member Sartin, Council opened the public hearing at 6:10 P.M. The motion passed on a 6-0 vote.

No one spoke for or against this item.

Upon a motion by Council Member Daniel and seconded by Council Member Sartin, Council closed the public hearing at 6:10 P.M. The motion passed on a 6-0 vote.

Upon a motion by Council Member Daniel and seconded by Council Member Sartin, council approved Ordinance No. 20250812-002, granting the voluntary petition to annex approximately 9.458 acres into the City of Angleton, approving a Service Plan and assigning a Zoning Designation for property located on the east side State Highway 288, and north of FM 523, Brazoria County Appraisal District PID No. 706979. The motion passed on a 6-0 vote.

3. Conduct a public hearing, discussion, and possible action on Ordinance No. 20250812-003 zoning approximately 9.458 acres, to Commercial General (C-G), for property located on State Highway 288 and Brazoria County Appraisal District PID No. 706979.

Upon a motion by Council Member Daniel and seconded by Council Member Sartin, Council opened the public hearing at 6:10 P.M. The motion passed on a 6-0 vote.

No one spoke for or against this item.

Upon a motion by Council Member Daniel and seconded by Council Member Sartin, Council closed the public hearing at 6:10 P.M. The motion passed on a 6-0 vote.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, council approved Ordinance No. 20250812-003 zoning approximately 9.458 acres, to Commercial General (C-G), for property located on State Highway 288 and Brazoria County Appraisal District PID No. 706979. The motion passed on a 6-0 vote.

REGULAR AGENDA

4. Discussion and possible action on Resolution No. 20250812-004 setting the proposed Fiscal Year 2025-2026 tax rate and setting the date(s) and time(s) for the required public hearing(s).

Susie Hernandez, Director of Finance, addressed council and stated that the next step in the process to set the tax rate is for the City Council to vote on a proposed tax rate for Fiscal Year 25-26. Additionally, the Council needs to announce the date, time, and

place for the public hearings on the proposed budget and the tax rate. The proposed budget was prepared using the de minimis tax rate (\$0.515246/\$100 valuation). The de minimis rate is the rate that will generate \$500,000 in revenue above the no new revenue rate (\$0.485984/\$100 valuation). The 2025 Tax Rate calculation worksheet steps through the rate calculation process. If the proposed tax rate is more than the no new venue rate, the City is required to hold a public hearing on the tax rate. This public hearing must take place no more than 7 days before the Council adopts the tax rate for the new Fiscal year. The vote setting the tax rate for the new fiscal year can be taken at the same meeting as the public hearing. The resolution sets the upper limit on the tax rate that will be voted on after the public hearing. The rate listed in the resolution is the de minimis rate. The resolution also sets the public hearings on the budget and tax rate for September 09, 2025.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved Resolution No. 20250812-004 setting the proposed Fiscal Year 2025-2026 tax rate and setting the September 9, 2025, 9:00 P.M. for the required public hearing(s). The motion passed on a 6-0 vote.

5. Discussion and possible action on the Fiscal Year (FY) 2025-2026 Proposed budget book presentation and plan for Balancing FY26 budget pursuant to Chapter 102 of Texas Local Government Code.

Susie Hernandez, Director of Finance, addressed council and presented the Fiscal Year 2025-2026 budget. Ms. Hernandez discussed solar lights, maintenance only for sidewalks, transferring \$167,720 of street overlays to the street fund based on a 2% sales tax, council could increase the percentage each year if they choose towards the street fund, and discussed the health insurance plan increase by 18% in the general fund. Council agreed to accept the increases and cuts in the General Fund.

Ms. Hernandez discussed the water fund and stated that the total is adjustment is \$35,233 with a budget shortfall of \$48,295 and the adjusted surplus is \$13,062. Council agreed to the suggested \$1 water base rate and \$1 sewer base rate increases.

Stewart Crouch, Park Superintendent, addressed council and requested two new mowers to replace two 2017 mowers and council agreed to lease the mowers.

Ms. Hernandez discussed the budget for each special fund.

COMMUNICATIONS FROM MAYOR AND COUNCIL

Mayor Wright thanked the staff for working on the budget. He stated he would like to see projects finished. Mayor thanked Utility Billing and Jason Crews, Director of Information Technology.

Mayor Pro-Tem stated due to the services being down, he would like to see utility billing hold off on late fees and payments as an act of good faith.

Council Member Sartin asked if bank drafts are going through for the water bills and Susie Hernandez, Finance Director, stated only bank drafts, not reoccurring credit card payments.

Council Member Daniel thanked staff and Ms. Hernandez for working on the budget.

ADJOURNMENT

The meeting was adjourned at 9:18 P.M.

These minutes were approved by Angleton City Council on this the 9th day of December 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, AUGUST 26, 2025 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, AUGUST 26, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

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

City Attorney Grady Randle
 Acting City Manager Guadalupe "Lupe" Valdez
 City Secretary Michelle Perez

PLEDGE OF ALLEGIANCE

Mayor Wright led the Pledge of Allegiance.

INVOCATION

Former Council Member Cecil Booth gave the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CONSENT AGENDA

1. Discussion and possible action to approve Ordinance No. 20250826-001 approving the 2025 Annual Service Plan Update for the public improvements in the Green Trails Public Improvement District (PID), and approving the updates to the 2025 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code.
2. Discussion and possible action to approve Ordinance No. 20250826-002 approving the 2025 Annual Service Plan Update for the public improvements in the Kiber Reserve Public

Improvement District (PID), and approving the updates to the 2025 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code.

3. Discussion and possible action to approve Ordinance No. 20250826-003 approving the 2025 Annual Service Plan Update for the public improvements in the Greystone Public Improvement District (PID), and approving the updates to the 2025 Assessment Roll, in accordance with Chapter 372 of the Texas Local Government Code.
4. Discussion and possible action to approve Ordinance No. 20250826-004 approving the 2025 Annual Service Plan Update for the public improvements in the Riverwood Ranch, Phases 1 and 2 Public Improvement District (PID), and approving the updates to the 2025 Assessment Roll, in accordance with Chapter 372 of the Texas Local Government Code.
5. Discussion and possible action to approve Ordinance No. 20250826-005 approving the 2025 Annual Service Plan Update for the public improvements in the Riverwood Ranch North Public Improvement District (PID), and approving the updates to the 2025 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code.
6. Discussion and possible action on a request submitted by Ellen Eby on behalf of Peach Street Farmers Market to obtain permission to close the 200 block of East Peach St. on September 27, 2025, until 4:00 PM, for the 2nd Annual Pickle Festival.
7. Discussion and possible action to approve the Quarterly Investment Reports for June 2025.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved consent agenda items 1. Discussion and possible action to approve Ordinance No. 20250826-001 approving the 2025 Annual Service Plan Update for the public improvements in the Green Trails Public Improvement District (PID), and approving the updates to the 2025 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code; 2. Discussion and possible action to approve Ordinance No. 20250826-002 approving the 2025 Annual Service Plan Update for the public improvements in the Kiber Reserve Public Improvement District (PID), and approving the updates to the 2025 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code; 3. Discussion and possible action to approve Ordinance No. 20250826-003 approving the 2025 Annual Service Plan Update for the public improvements in the Greystone Public Improvement District (PID), and approving the updates to the 2025 Assessment Roll, in accordance with Chapter 372 of the Texas Local Government Code; 4. Discussion and possible action to approve Ordinance No. 20250826-004 approving the 2025 Annual Service Plan Update for the public improvements in the Riverwood Ranch, Phases 1 and 2 Public Improvement District (PID), and approving the updates to the 2025 Assessment Roll, in accordance with Chapter 372 of the Texas Local Government Code; 5. Discussion and possible action to approve Ordinance No. 20250826-005 approving the 2025 Annual Service Plan Update for the public improvements in the Riverwood Ranch North Public Improvement District (PID), and approving the updates to the 2025 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code; 6. Discussion and possible action on a request submitted by Ellen Eby on behalf of Peach Street Farmers

Market to obtain permission to close the 200 block of East Peach St. on September 27, 2025, until 4:00 PM, for the 2nd Annual Pickle Festival; and 7. Discussion and possible action to approve the Quarterly Investment Reports for June 2025. The motion passed on a 6-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS

8. Conduct a public hearing, discussion, and possible action on Ordinance No. 20250826-008 rezoning approximately 1.69 acres, from Light Industrial (LI) Zoning District to Single Family Residential 7.2 (SF-7.2) Zoning District, for property located in the 1000 Block of E. Orange St., (BCAD PID No. 170806), north of the intersection of Farrer St., Angleton Texas.

Otis Spriggs, Director of Development Services, addressed council and introduced the item and stated the 2005 Comprehensive Land Use Plan highlights this tract of land as “Industrial Use District”. Industrial development should have good access to truck routes, hazardous material routes and railroads; industrial uses should be targeted in selected industrial development areas; industrial development should have good access to primary streets and major highways; industrial development should be separated from other uses by buffers; and industrial development should not be directly adjacent to residential areas. Although this tract is next to railroad, due to proximity to residential, it has panned out to be unsuitable for any active industrial uses. Less-intense use of a residential scale would be more compatible with the surrounding area.

Upon a motion by Council Member Daniel and seconded by Mayor Pro-Tem Townsend, Council opened the public hearing at 6:04 P.M. The motion passed 6-0.

Waynette Dubose, Angleton resident, addressed council and spoke in opposition of the item. Ms. Dubose stated she is concerned about the addition of homes with the drainage issues that have risen over the last 5 years on Orange and Rock Island Street.

No one spoke in favor of this item.

Upon a motion by Council Member Daniel and seconded by Mayor Pro-Tem Townsend, Council closed the public hearing at 6:17 PM. The motion passed 6-0.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Smith, Council approved Ordinance No. 20250826-008 rezoning approximately 1.69 acres, from Light Industrial (LI) Zoning District to Single Family Residential 7.2 (SF-7.2) Zoning District, for property located in the 1000 Block of E. Orange St., (BCAD PID No. 170806), north of the intersection of Farrer St., Angleton Texas. The motion passed on a 6-0 vote.

9. Conduct a public hearing, discussion, and possible action on Ordinance No. 20250826-009 Annexing approximately 26.084 acres out of 41.876 acres TNMP Company (ETJ) into the City Limits, for property (White Oak Substation) located adjacent and north of 3343 E Mulberry St/ HWY 35, Angleton, TX 77515.

Otis Spriggs, Director of Development Services, addressed council and introduced the item and stated Texas New Mexico Power Company and CenterPoint are requesting

consideration of an annexation that resulted from the Council's granting of the Single Use Permit (SUP) for the Electrical Power Distribution Substations to serve the surrounding areas on July 23, 2024, under Ordinance No. 20240723-013. Approximately 26.084 of the 41.8759-acre property is located within the City's Extraterritorial Jurisdiction (ETJ) and is subject to the submitted annexation petition. The site is currently under ongoing review and permitting through the City of Angleton and Brazoria County Engineering, Environmental, Floodplain Management, and other referral agencies. Staff will continue to work with the applicants in satisfying all check list items to ensure the development is constructed in accordance with all requirements.

Upon a motion by Council Member Daniel and seconded by Mayor Pro-Tem Townsend, Council opened the public hearing at 6:34 P.M. The motion passed 6-0.

No one spoke for or against the item.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council closed the public hearing at 6:34 P.M. The motion passed on a 6-0 vote.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Smith, Council approved Ordinance No. 20250826-009 Annexing approximately 26.084 acres out of 41.876 acres TNMP Company (ETJ) into the City Limits, for property (White Oak Substation) located adjacent and north of 3343 E Mulberry St/ HWY 35, Angleton, TX 77515. The motion passed on a 6-0 vote.

REGULAR AGENDA

10. Presentation, discussion and possible action to approve the 2024 final audit, presented by Stephanie Harris, Audit Partner, with Crowe LLP.

Stephanie Harris, with Crowe, addressed council and stated that they are issuing a clean unmodified audit report. Unmodified meaning is the highest level of assurance that is provided.

Upon a motion by Council Member Smith and seconded by Council Member Sartin, council approved the 2024 final audit. The motion passed on a 6-0 vote.

11. Discussion and possible action on Resolution No. 20250826-011 Notice of Intention to Issue Certificates of Obligation.

Susie Hernandez, Director of Finance, addressed council and introduced the agenda item.

Presented by Joe Morrow, Hilltop Securities, the Issuance of the Certificates, in the maximum aggregated principal amount not to exceed \$8,225,000 over a period not to exceed forty (40) years from the time of issuance. The purpose is part of the costs associated with the design, construction, acquisition and equipment of water and sewer system improvements, including wastewater treatment plant improvements and the cost of professional services related thereto.

Mayor stated that the certificate of obligation is to repair the water sewer plant infrastructure. Council Member Sartin stated that the city is being fined by Texas Commission on Environmental Quality and the repairs are needed.

Upon a motion by Council Member Sartin and seconded by Council Member Daniel, Council approved Resolution No. 20250826-011 Notice of Intention to Issue Certificates of Obligation. The motion passed on a 6-0 vote.

12. Update and Discussion on the King Municipal Operations Center Project by Zachery Moquin with TEAL Construction.

Zachery Moquin, with TEAL Construction, addressed council and stated the project is on schedule and on budget. They are currently working on utilities and starting the underground foundation to be completed in September. The metal building is to be delivered in November. The project is to be fully completed in August 2026.

Council requested Mr. Moquin to return in the first meeting of October with an update.

13. Update, discussion and possible action on Lift Station No. 8 Sanitary Sewer Collection System Rehabilitation Project bids and General Land Office (GLO) funds.

John Peterson, City Engineer with HDR, addressed council and stated On August 6, 2025, the City opened six (6) bids for this project. The prices the city received were very good. The lowest bidder was King Solutions Services LLC at \$821,310. They are a great firm that has great references. The 5th place bidder was approximately where the project was believed to come in due to all work being in backyard easements. He called and went through the project with King Solutions, and they felt that they covered everything in the bid and were good with the prices. The construction funds from the General Land Office (GLO) for this project is \$1,434,320. The apparent low bidder was \$613,010 below the available funding. The City is only allowed to change order by state law 25% of the total contract amount which would be another \$205,327.50. That would leave approximately \$407,682.50 on the table that the city would lose. Staff are currently working with the GLO on options and risk that the City has available on the project and GLO funds.

Option 1, move forward with the bids. The city may accept the bids that were opened on 07/30/2025 and continue with the original scope of work that was advertised and approved by the Texas General Land Office (GLO). This option will avoid delays in project schedule and additional costs to the City; however, as stated above, this would leave approximately \$613,010 of funding that would be left unallocated and unusable. For Option 1, as stated in previous sections, the City may continue with the current bids and the current scope of work as shown in Exhibit 1. The total cost, covered entirely by the GLO funding, would be the lowest bid price of \$821,310.00.

Option 2, request a change order to the project. The city may accept the bids that were opened on 07/30/2025. The city then may request an expansion of the project's scope of work. By law, the City may expand the scope by up to 25% of the total contract amount through change orders. For the lowest bidder, this corresponds to a maximum

of \$205,327.50 of additional project costs, which would then reduce the total remaining GLO funds down to \$407,682.50. However, there are risks and uncertainties that should be considered. To perform a change order to the original contract, the City would need to apply for and obtain approval from the GLO. Further, the City would need to incur additional costs associated with efforts such as:

- Creating an updated performance statement, project exhibit map, and schedule extension for the newly identified sanitary sewer improvements to be added into the project.
 - An extension of the City's contractual project timeline with the GLO on the project's completion.
 - Submittal of all required documentation to the GLO for additional work.
 - Field visits by engineering team to evaluate existing site conditions in newly added areas to verify there are no existing features that would be impacted by construction.
 - Updating of rehabilitation plans in bid set by the engineering team.
 - Prepare and issue change order to be executed by the city and contractor.
- The City could start construction on the original project while the above reference change order tasks are underway. There is no guarantee that the GLO will approve the additional scope of work or the project schedule extension; therefore, this option comes with the risk that the city may pay extra costs for the change order work and not receive the additional funding of the additional improvements. HDR's proposal for Option 2 is shown in Exhibit 2. The proposed additional sanitary sewer rehabilitation via pipe bursting is shown by the pink line. The total opinion of probable construction costs of the project with the proposed additional work, based on the lowest bidder's unit price bids, is around \$1,018,570.00 (see Table 2). The amount of GLO funding available for this option, if approved, is the lowest bid plus 25%, or \$1,026,637.50. This means that if the city makes the proposed change orders, the construction costs will remain fully covered by the GLO funding.

Option 3, Reject the bids and rebid the project. The City may alternatively reject the bids that were opened on 07/30/2025 and request approval from the GLO to expand the scope of work to maximize utilization of the available funds. This would require the City to rebid the project. With this option, like with Option 2, there are risks and uncertainties that should be considered. The City would incur costs associated with:

- Creating an updated performance statement, project exhibit map, and schedule extension for the newly identified sanitary sewer improvements to be added into the project.
- An extension of the City's contractual project timeline with the GLO on the project's completion.
- Submittal of all required documentation to the GLO for additional work.
- Field visits by engineering team to evaluate existing site conditions in newly added areas to verify there are no existing features that would be impacted by construction.
- Updating of rehabilitation plans and specifications in bid set by the engineering team.
- Readvertisement cost
- A second bidding process

Council discussed moving forward with base bid then request GLO to approve the additional scope of work.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, council approved Option 1 while pursuing option 2.

Upon an amended motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, to award the bid to King Solutions Services LLC at \$821,310. The motion passed on a 6-0 vote.

14. Discussion and possible action on the Windrose Green Section 8 Final Plat, located off Parks Edge Lane and New Dawn Drive.

Otis Spriggs, Director of Development Services, addressed council and introduced the item. Mr. Spriggs stated that this is a request from the owner/developer of the Windrose Green, Section 8, Final Plat, consisting of 36 lots, 2 reserves, and 2 Blocks on 6.47 acres of land. The Windrose Green Subdivision lies within the City's extraterritorial jurisdiction (ETJ) and is subject to a Strategic Partnership Agreement and Development Agreement. The City Engineer reviewed the submitted plat and offered the following comments, which have all been responded to by the applicant as follows: 1. Metes and Bounds – Revise length to match curve table; 1. Response – The metes and bounds have been updated to show the correct length, as shown in the table; 2. Metes and Bounds – Show complete information where noted such are recording information; 2. Response – The metes and bounds have been updated to include complete information; 3. Metes and Bounds – The description is missing additional details noted in the curve table; 3. Response – The description has been updated to include the details that were missing; 4. Metes and Bounds – Radius shown does not match table for curve shown; 4. Response – The metes and bounds have been updated to show the correct radius as shown in the table. The applicants submitted all responses, and the correct plat, and all review comments have now been cleared by Staff and the City Engineer.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, council approved Windrose Green Section 8 Final Plat, located off Parks Edge Lane and New Dawn Drive. The motion passed on a 6-0 vote.

15. Discussion and possible action on the Preliminary Plat of the Ashland Street Dedication Section 7.

Otis Spriggs, Director of Development Services, addressed council and introduced the item. Mr. Spriggs stated that this is a request for approval of the Preliminary Plat of the Ashland Street Dedication Section 7. The subject property is located within the City of Angleton's Extraterritorial Jurisdiction (ETJ) between State Highway (SH) 521 and SH 288 and north of SH 523, as part of a development agreement and SPA (Strategic Partnership Agreement), which establishes standards for the Ashland Development. Ashland Development is part of a SPA within Municipal Utility District

No. 82 [(MUD-82) (April 29, 2024)], and also a Development Agreement executed with the City on June 6, 2023.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, council approved the Preliminary Plat of the Ashland Street Dedication Section 7. The motion passed on a 6-0 vote.

DEPARTMENT STAFF REPORTS

16. Reports

Council commented on the department reports provided by staff.

COMMUNICATIONS FROM MAYOR AND COUNCIL

Mayor Wright stated he would like to bring the road projects back to council for discussion. He would like to talk about the Downtown Project and freeing up the money for the road projects that need it.

Council Member Simmons thanked Lupe Valdez, Acting City Manager, for his idea of the drive thru Christmas light display at Bates Park. Mr. Valdez stated that in Ardmore, Oklahoma, they have a Christmas drive through with decorations and lights that are sponsored by local businesses. Martha Eighme, Director of Communications and Marketing stated the first step would be seeking sponsorship. Council Member Simmons stated that she thinks it is a great idea for next year.

EXECUTIVE SESSION

The City Council held an executive session at 7:56 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

17. Discussion and possible action to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Brazosport Water Authority Appointment)

OPEN SESSION

The City Council adjourned Executive Session and reconvened into Open Session at 8:04 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

17. Discussion and possible action to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Brazosport Water Authority Appointment)

Upon a motion by Council Member Sartin and seconded by Council Member Daniel, Council appointed Cecil Booth as a city representative to the Brazoria Water Authority. The motion

passed on a 6-0 vote.

ADJOURNMENT

The meeting was adjourned at 8:06 P.M.

These minutes were approved by Angleton City Council on this the 9th day of December 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, SEPTEMBER 09, 2025 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, SEPTEMBER 09, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

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

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

PLEDGE OF ALLEGIANCE

Council Member Smith led the Pledge of Allegiance.

INVOCATION

Otis Sprigs, Director of Development Services, gave the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

CEREMONIAL PRESENTATIONS

1. Presentation of the Hispanic Heritage Month Proclamation.

Mayor Wright presented the Hispanic Heritage Month Proclamation to Gina Aguirre Adams, President/CEO of the Brazoria County Hispanic Chamber of Commerce.

2. Presentation of a service award.

Colleen Martin, Director of Human Resources, recognized Maria Barron in Finance for five years of service with the City of Angleton.

CONSENT AGENDA

3. Discussion and possible action on the Texas Municipal League (TML) Property and Casualty coverage deductibles for Fiscal Year 2026.
4. Discussion and possible action to approve an interlocal agreement with Brazoria County for the use of a county facility located at 313 West Mulberry.
5. Discussion and possible action to approve an Interlocal Agreement with Brazoria County for street overlays.
6. Discussion and possible action to approve the Angleton Fire Department to perform the Fill the Boot Campaign.

Upon a motion by Council Member Simmons and seconded by Mayor Pro-Tem Townsend, Council removed item No. 5 Discussion and possible action to approve an Interlocal Agreement with Brazoria County for street overlays, for discussion and approved item No. 3 Discussion and possible action on the Texas Municipal League (TML) Property and Casualty coverage deductibles for Fiscal Year 2026; No. 4 Discussion and possible action to approve an interlocal agreement with Brazoria County for the use of a county facility located at 313 West Mulberry; and No. 6 Discussion and possible action to approve the Angleton Fire Department to perform the Fill the Boot Campaign. The motion passed on a 6-0 vote.

REGULAR AGENDA

5. Discussion and possible action to approve an Interlocal Agreement with Brazoria County for street overlays.

Upon a motion by Council Member Daniel and seconded by Council Member Smith, Council approved an Interlocal Agreement with Brazoria County for street overlays. The motion passed on a 6-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS

7. Conduct a public hearing, discussion and possible action to approve Ordinance No. 20250909-007 an ordinance of the City Council of the City of Angleton, Texas providing for the levy and collection of the Ad Valorem property tax of the City of Angleton, Texas, for the year 2025; providing revenues for payment of current municipal maintenance and operating expenses and for payment of interest and principal on outstanding City of Angleton debt; providing for the date on which such taxes shall be due and payable; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved to open the public hearing at 6:18 PM. The motion passed on a 6-0 vote.

No one spoke in favor or in opposition to the item.

Upon a motion by Council Member Sartin and seconded by Mayor Pro-Tem Townsend, Council approved to close the public hearing at 6:19 PM. The motion passed on a 6-0 vote.

Susie Hernandez, Interim Director of Finance, introduced the agenda item.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved Ordinance No. 20250909-007 an ordinance of the City Council of the City of Angleton, Texas providing for the levy and collection of the Ad Valorem property tax of the City of Angleton, Texas, for the year 2025; providing revenues for payment of current municipal maintenance and operating expenses and for payment of interest and principal on outstanding City of Angleton debt; providing for the date on which such taxes shall be due and payable; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability. The motion passed on a 6-0 vote.

REGULAR AGENDA

8. Discussion and possible action to approve Ordinance No. 20250909-008 an ordinance by the City Council of the City of Angleton, Texas, adopting the 2025-2026 Fiscal Budget of the City of Angleton, Texas for the Fiscal Year beginning on October 1, 2025, and ending on September 30, 2026; providing a severability clause; providing for repeal and penalty; and providing an effective date. This budget will raise the same amount of total property taxes as last year's budget; \$707,397 or 7.59%, that amount is tax revenue to be raised from new property added to the tax roll this year.

Susie Hernandez, Interim Director of Finance, introduced the agenda item.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved Ordinance No. 20250909-008 an ordinance by the City Council of the City of Angleton, Texas, adopting the 2025-2026 Fiscal Budget of the City of Angleton, Texas for the Fiscal Year beginning on October 1, 2025, and ending on September 30, 2026; providing a severability clause; providing for repeal and penalty; and providing an effective date. This budget will raise the same amount of total property taxes as last year's budget; \$707,397 or 7.59%, that amount is tax revenue to be raised from new property added to the tax roll this year. The motion passed on a 6-0 vote.

9. Discussion and possible action to approve Ordinance No. 20250909-009 an ordinance amending the utility rates in the City of Angleton fee schedule in Chapter 2 Administration Article X Section 2-266 Fee Schedule to the Angleton, Texas Code of Ordinances; providing for an increase in the rates to be charged for utility services by the City of Angleton; providing for repeal, providing for severability; providing for a penalty; and providing an effective date.

Susie Hernandez, Interim Director of Finance, introduced the agenda item and stated that in July 2025, the city was notified by Brazosport Water Authority that they are increasing their rates by \$.36 effective on October 1, 2025. The revenue from the Water Fund in the adopted budget included a rate increase to recoup this increase. An

additional \$1.00 base rate for water and \$1.00 base rate for Sewer is also included to increase the funds available for emergency repairs needed for old infrastructure. An increase of \$4.52 for payment of the Water & Sewer Plant Bond of \$8 Million is also included. The Utility Fund increase total rates by approximately \$7.24 per month.

Mayor Wright requested recycling services to be brought to a future council meeting.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved Ordinance No. 20250909-009 an ordinance amending the utility rates in the City of Angleton fee schedule in Chapter 2 Administration Article X Section 2-266 Fee Schedule to the Angleton, Texas Code of Ordinances; providing for an increase in the rates to be charged for utility services by the City of Angleton; providing for repeal, providing for severability; providing for a penalty; and providing an effective date. The motion passed on a 6-0 vote.

10. Discussion and possible action to award Request for Proposal (RFP) 2025-02 Disaster Debris Monitoring Management to Tetra Tech.

Laura Norman, Emergency Management Coordinator, introduced the agenda item and stated The City of Angleton recently completed a Request for Proposals (RFP) process for Debris Monitoring and Management services. The procurement process was conducted in full compliance with local, state, and federal requirements and was overseen by Josh Wilde, Purchasing Agent. Three sealed bids were received in response to the RFP. A four-member evaluation committee reviewed and scored each proposal based on the following criteria: • Experience • Work Performance • Capacity to Perform • Proposed Cost After all score sheets were compiled and totaled, Tetra Tech achieved the highest overall score of the firms that submitted bids. Based on the committee's evaluation, it was recommended that the Debris Monitoring and Management contract be awarded to Tetra Tech.

Upon a motion by Council Member Sartin and seconded by Mayor Pro-Tem Townsend, council awarded Tetra Tech for Request for Proposal (RFP) 2025-02 Disaster Debris Monitoring Management. The motion passed on a 6-0 vote.

11. Discussion and possible action on the Preliminary Plat of Ashland Section 7B, located on the northeast curved section of Sapphire Springs Trail, east of Section 6, and north of Section 7A.

Otis Sprigs, Director of Development Services, introduced the agenda item and stated that Ashland Development is part of a Strategic Partnership Agreement (SPA) within Municipal Utility District (MUD)-82 (April 29, 2024), and also a Development Agreement executed with the City on June 6, 2023. Ashland Development Section 7B Preliminary Plat comprises 26.11 acres, with 59 lots, 4 drainage, landscaping, open space, and utility reserves, and 4 blocks are proposed. The section is located on the northeast section of Sapphire Springs Trail, east of Section 6, and north of Section 7A. The majority of the lots in this section average approximately 50 foot in width, with only a few 55-foot lots, at 120 foot in depth. The Preliminary Plat of Ashland Section 7B was

forwarded to the City Engineer who submitted the textual comments that were later corrected by the applicant.

Upon a motion by Council Member Sartin and seconded by Mayor Pro-Tem Townsend, Council approved the Preliminary Plat of Ashland Section 7B, located on the northeast curved section of Sapphire Springs Trail, east of Section 6, and north of Section 7A. The motion passed on a 6-0 vote.

12. Discussion and possible action on the Preliminary Plat of Ashland Section 9, located on the South side of County Road 32/Ashland Boulevard, south of the intersection of Sapphire Springs Trail, and south of Section 8.

Otis Spriggs, Director of Development Services, introduced the agenda item and stated that Ashland Development is part of a Strategic Partnership Agreement (SPA) within Municipal Utility District (MUD)-82 (April 29, 2024), and also a Development Agreement executed with the City on June 6, 2023. Ashland Development Section 9 Preliminary Plat comprises 26.11 acres, with 103 lots, 7 drainage, landscaping, open space, and utility reserves, and 5 blocks are proposed. The section is located on the South side of CR32/Ashland Blvd. south of the intersection of Sapphire Springs Trail, and south of Section 8. (see adjacent Land Plan). The majority of the lots in this section average approximately 50 foot in width, with only a few 55-foot lots, at 120 foot in depth. The Preliminary Plat of Ashland Section 9 was forwarded to the City Engineer who submitted the textual comments that were later corrected by the applicant.

Upon a motion by Council Member Sartin and seconded by Mayor Pro-Tem Townsend, Council approved the Preliminary Plat of Ashland Section 9, located on the South side of County Road 32/Ashland Boulevard, south of the intersection of Sapphire Springs Trail, and south of Section 8. The motion passed on a 6-0 vote.

13. Discussion and possible action on the Preliminary Plat of the Ashland Street Dedication Section 6 (Sapphire Springs Trail).

Otis Spriggs, Director of Development Services, introduced the agenda item and stated that this is a request for approval of the Preliminary Plat of the Ashland Street Dedication Section 6 (Attachment 1). The subject property is located within the City of Angleton Extraterritorial Jurisdiction (ETJ) between Farm-to-Market (FM) 521 and State Highway (SH) 288 and north of Highway 523, as part of a development agreement and Strategic Partnership Agreement (SPA), which establishes standards for Ashland Development. Ashland Development is part of a SPA within Municipal Utility District (MUD)-82 (April 29, 2024), and also a Development Agreement executed with the City on June 6, 2023. For roads, the construction of which is governed by the pending development agreement between City and developer, County and City shall jointly coordinate and cross-reference construction standards to verify that the roads are constructed to meet or exceed County standards. The Preliminary Plat of the Ashland Street Dedication Section 6 was forwarded to the City Engineer who submitted the textual comments that were later corrected by the applicant.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved the Preliminary Plat of the Ashland Street Dedication Section 6 (Sapphire Springs Trail). The motion passed on a 6-0 vote.

DEPARTMENT STAFF REPORTS

14. Reports

Council commented on the department reports provided by staff.

COMMUNICATIONS FROM MAYOR AND COUNCIL

Mayor Wright stated He would like to have a discussion on the service level that is expected from each department and what that looks like. Lupe Valdez, Acting City Manager, stated that Jason Crew, Director of Information Technology, is working on the phone system as that is the number one complaint that phones do not get answered. He stated that Utility Billing is hiring a part-time receptionist to help with answering phones and greeting the citizens in the lobby.

Mayor Pro-Tem Townsend stated that he would like an update on Abigail Arias Park

Council Member Simmons reminded everyone of concerts in the park this weekend.

ADJOURNMENT

The meeting was adjourned at 7:55 P.M.

These minutes were approved by Angleton City Council on this the 9th day of December 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, SEPTEMBER 23, 2025 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, SEPTEMBER 23, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Pro-Tem Townsend called the Council Meeting to order at 6:00 P.M.

PRESENT

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

City Attorney Scott Fancis
 City Secretary Michelle Perez

ABSENT

Mayor John Wright
 Acting City Manager Guadalupe "Lupe" Valdez

PLEDGE OF ALLEGIANCE

Council Member Smith led the Pledge of Allegiance.

INVOCATION

Pastor Ryan Olivier with Heart City Church gave the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CEREMONIAL PRESENTATIONS

1. Presentation of the National Night Out proclamation.

Mayor Pro-Tem Townsend read and presented the National Night Out Proclamation to Assistant Police Chief Dahlstrom.

2. Ceremonial Presentation of September 2025 Keep Angleton Beautiful Yard of the Month and Business of the Month.

Tracy Delesandri with Keep Angleton Beautiful, addressed council and presented the Yard of the Month to Andy and Earlene Frazier and Business of the Month to Gulf Coast Auto Park.

CONSENT AGENDA

3. Discussion and possible action on a request submitted by Ellen Eby on behalf of Peach Street Farmers Market to obtain Street Closure permission on October 25, 2025, from 9:00 AM until 1:00 PM, for the 5th Annual Pumpkin Spice Market.

Upon a motion by Council Member Daniel and seconded by Council Member Smith, Council approved consent agenda item No. 3. Discussion and possible action on a request submitted by Ellen Eby on behalf of Peach Street Farmers Market to obtain Street Closure permission on October 25, 2025, from 9:00 AM until 1:00 PM, for the 5th Annual Pumpkin Spice Market. The motion passed on a 5-0 vote. Mayor Wright was absent.

REGULAR AGENDA

4. Discussion and input regarding a proposed annexation submitted by Bhavin Divecha on behalf of Angleton RV Park, located at 799 County Road 44, requesting the City of Angleton's sewer services.

Otis Spriggs, Director of Development Services, addressed council and stated Mr. Bhavin Divecha, Managing Partner of Angleton RV Park, requests approval to connect the Angleton RV Park, located at 799 County Road 44, to the City of Angleton's sewer services. Mr. Divecha expressed that the Angleton RV Park land is facing frontage 288 with a sanitary spray field in a visible site for all traffic in the area, causing an eyesore for future businesses to want to develop around the park. He intends to invest in removing the sanitary spray field, allowing future development on the Commercial frontage.

Bhavin Divecha, applicant, addressed council by Zoom and stated he was approached by the property owners surrounding his property that they are having a hard time selling their property because of the septic sprayers sitting on his 4-acre property on highway 288 frontage road and it is hindering development. Mr. Divecha stated that he would also consider development in the future. He agreed to provide easements on both sides of his property on County Road 44 and Highway 288 frontage road to allow a tie into his property and future utility connections for surrounding acreage property owners; and to take on annexation of Angleton RV Park.

John Peterson, HDR Engineer addressed council and stated that the area was included in the impact fee zone, it was set up to handle flows coming from it. He confirmed that Mr. Divecha has provided easements to allow further expansion of the water and sewer lines on both sides of his property for future development.

Council discussed and agreed to the condition of tying it into the city water along with the sewer line.

Mr. Spriggs stated that they will create a service agreement with the annexation and bring it back to council.

5. Discussion and possible action to approve Resolution No. 20250923-005 nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.

Upon a motion by Council Member Sartin and seconded by Council Member Daniel, Council approved Resolution No. 20250923-005 nominating Susan Spoor for a position on the Board of Directors of the Brazoria County Appraisal District ballot. The motion passed on a 5-0 vote. Mayor Wright was absent.

6. Discussion and possible action to approve Ordinance No. 20250923-006 an ordinance amending the 2024-2025 Fiscal Year Budget by amending the Angleton Better Living Corporation, Angleton Recreation Center, Angleton Activity Center; providing a public necessity; severability clause; providing an open meetings clause and effective date.

Susie Hernandez, Director of Finance, introduced the agenda item and stated that Angleton Better Living Corporation (ABLC) (40) had several increases and decreases to both revenues and expenses, an adjustment was made in the amount of \$134,724. The Angleton Recreation Center (ARC) (50) had several increases and decreases to both revenue and expenses, an adjustment was made in the amount of \$8,624. The Angleton Activity Center has several increases and decreases both to revenues and expenses, an adjustment was made in the amount of \$91,881. Amendments were left out of the original budget. The adjustments were recommended in January 2025.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved Ordinance No. 20250923-006 an ordinance amending the 2024-2025 Fiscal Year Budget by amending the Angleton Better Living Corporation, Angleton Recreation Center, Angleton Activity Center; providing a public necessity; severability clause; providing an open meetings clause and effective date. The motion passed on a 5-0 vote. Mayor Wright was absent.

7. Discussion on proposing an ordinance to ban eight liner gaming machines within city limits.

Council Member Smith addressed council and introduced the agenda item and stated that it was brought to his attention by a few people in the community and stated he wanted to bring it to council for discussion.

The City Attorney advised of the potential legal battles to ban the current eight liner gaming machines.

Council discussed the possibility of placing conditions on future Specific Use Permits (SUP) and allowing current gaming business SUPs to expire without renewal.

No action was taken.

COMMUNICATIONS FROM MAYOR AND COUNCIL

Council Member Daniel thanked Martha Eighme, Director of Marketing and Communications for organizing the Concerts in the Park series.

Mayor Pro-Tem Townsend would like an update on the October 28th meeting regarding timeline, design, financing, and any other updates on Abigail Arias Park and an update on the Parrish and Silver Saddle bond project.

Council Member Smith thanked staff for their work on the Town Hall meeting.

EXECUTIVE SESSION

The City Council held an executive session at 7:11 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

8. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Municipal Court Judge) (Municipal Court Prosecutor) (Boards and Commission Appointments)

Council removed Municipal Court Judge and Prosecutor executive session items from the agenda. No discussion or action was taken.

OPEN SESSION

The City Council adjourned Executive Session at 7:36 P.M. and reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

8. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Section 551.074 of the Texas Government Code. (Boards and Commission Appointments)

Upon a motion by Council Member Sartin and Seconded by Council Member Smith, Council approved the 2025 Boards and Commissions appointments and reappointments.

Reappointment of Mayor Pro-Tem Townsend to Place 1; reappointment of Mayor John Wright to Place 2; and reappointment of Luis Leija to Place 6, on the Angleton Better Living Corporation for a 2-year term ending October 2027.

Reappointment of Andrew Heston to Place 6; and reappointment of Erin Boren to Place 7, on the Animal Services Advisory Committee for a 2-year term ending October 2027.

Reappointment of Janie Schwartz-Shaw to Place 1; and reappointment of Todd Guenther to Place 3, on the Board of Adjustment for a 2-year term ending October 2027.

Reappointment of Pattie Cooper to Place 1; reappointment of Heather Brewer to Place 3; reappointment of Dianna Matthys to Place 5; and reappointment of Suzanne Dellinger to Place 7, on the Keep Angleton Beautiful Commission for a 2-year term ending October 2027.

Reappointment of Jessica Norris to Place 1; reappointment of Gina Pipkins to Place 3; reappointment of Guadalupe Morales to Place 5; and reappointment of Luis Leija to Place 7, on the Parks and Recreation Board for a 2-year term ending October 2027.

Reappointment of Regina Bieri to Place 4; and reappointment of Michelle Townsend to Place 6, on the Planning and Zoning Commission for a 2-year term ending October 2027.

Appointment of Leon Cleaves to Place 1; reappointment of Sara McDaniel to Place 2; reappointment of Pat Aschenbeck to Place 3; reappointment of Sherri Phillips to Place 4; and reappointment of Janie Schwartz-Shaw to Place 5, on the Senior Citizen Commission for a 1-year term ending October 2026.

The motion passed on a 5-0 vote. Mayor Wright was absent.

ADJOURNMENT

The meeting was adjourned at 7:40 P.M.

These minutes were approved by Angleton City Council on this the 9th day of December, 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary



CITY OF ANGLETON
SPECIAL CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, SEPTEMBER 30, 2025 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, SEPTEMBER 30, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor John Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

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

Acting City Manager Guadalupe "Lupe" Valdez
 City Secretary Michelle Perez

ABSENT

City Attorney

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers

REGULAR AGENDA

1. Discussion and possible action to approve Resolution No. 20250930-001 a resolution by the city council of the City of Angleton, Texas, authorizing participation into the Purdue settlement and authorizing the mayor to execute the settlement participation form to resolve opioid-related claims against Purdue.

Upon a motion by Council Member Sartin and seconded by Mayor Pro-Tem Townsend, council approved Resolution No. 20250930-001 a resolution by the city council of the City of Angleton, Texas, authorizing participation into the Purdue settlement and authorizing the mayor to execute the settlement participation form to resolve opioid-related claims against Purdue. The motion passed on a 6-0 vote.

2. Discussion and possible action to approve Resolution No. 20250930-002 a resolution by the city council of the City of Angleton, Texas, authorizing participation into the Purdue settlement and authorizing the mayor to execute the settlement participation form to resolve opioid-related claims against and eight opioid secondary manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus).

Upon a motion by Council Member Sartin and seconded by Mayor Pro-Tem Townsend, council approved Resolution No. 20250930-002 a resolution by the city council of the City of Angleton, Texas, authorizing participation into the Purdue settlement and authorizing the mayor to execute the settlement participation form to resolve opioid-related claims against and eight opioid secondary manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus). The motion passed on a 6-0 vote.

ADJOURNMENT

The meeting was adjourned at 6:02 P.M.

These minutes were approved by Angleton City Council on this the 9th day of December, 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, OCTOBER 14, 2025 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, OCTOBER 14, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor John Wright
 Council Member Blaine Smith
 Council Member Tanner Sartin
 Council Member Christiene Daniel
 Council Member Barbara Simmons

Acting City Manager Guadalupe “Lupe” Valdez
 City Attorney Grady Randle
 City Secretary Michelle Perez

ABSENT

Mayor Pro-Tem Travis Townsend

PLEDGE OF ALLEGIANCE

Council Member Daniel led the Pledge of Allegiance.

INVOCATION

Pastor Pete “Rev” Lopez with St. John Lutheran Church led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Megan Speir and Sarah Rivera addressed council and stated that they are realtors with American Realty and announced they are hosting their first annual 5K Family Fun with a one-mile interactive run on November 15, 2025, at Lakeside Park to benefit Brazoria County Alliance for Children. Ms. Speir invited the community to participate.

CEREMONIAL PRESENTATIONS

1. Ceremonial Presentation of October 2025 Keep Angleton Beautiful Yard of the Month and Business of the Month.

Mayor presented the October 2025 Keep Angleton Beautiful Yard of the Month to Russell and Johnelle Perque and Business of the Month to University of Texas Medical Branch (UTMB) Angleton Danbury Campus.

CONSENT AGENDA

2. Discussion and possible action to approve one-way traffic entering North Belle and exiting South Belle in the Plantation Oaks neighborhood on October 31, 2025, from 5:00 p.m. to 9:00 p.m.
3. Discussion and possible action to approve an amended railroad agreement with Strong Capital I, LP, a Delaware limited partnership for licenses for utilities crossing under the railroad.
4. Discussion and [possible action to approve Ordinance No. 20251014-004 amending Ordinance No. 20250909-007 due to inadvertent scrivener's error and providing for the levy and collection of the ad valorem property tax of the City of Angleton, Texas, for the year 2025; providing revenues for payment of current municipal maintenance and operating expenses and for payment of interest and principal on outstanding City of Angleton debt; providing for the date on which such taxes shall be due and payable; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.
5. Discussion and possible action to approve Resolution No. 20251014-005 by the City Council of the City of Angleton, Texas, approving the "Bank Records" for the Purpose of changing the authorized persons to act as signatories on city accounts at First State Bank; providing for repeal; and providing for an effective date.

Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council moved to approve consent agenda items 2. Discussion and possible action to approve one-way traffic entering North Belle and exiting South Belle in the Plantation Oaks neighborhood on October 31, 2025, from 5:00 p.m. to 9:00 p.m.; 3. Discussion and possible action to approve an amended railroad agreement with Strong Capital I, LP, a Delaware limited partnership for licenses for utilities crossing under the railroad; 4. Discussion and [possible action to approve Ordinance No. 20251014-004 amending Ordinance No. 20250909-007 due to inadvertent scrivener's error and providing for the levy and collection of the ad valorem property tax of the City of Angleton, Texas, for the year 2025; providing revenues for payment of current municipal maintenance and operating expenses and for payment of interest and principal on outstanding City of Angleton debt; providing for the date on which such taxes shall be due and payable; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability; and 5. Discussion and possible action to approve Resolution No. 20251014-005 by the City Council of the City of Angleton, Texas, approving the "Bank Records" for the Purpose of changing the authorized persons to act as signatories

on city accounts at First State Bank; providing for repeal; and providing for an effective date. The motion passed on a 5-0 vote with Mayor Pro—Tem Townsend absent.

REGULAR AGENDA

6. Presentation of the Annual Collection Report by Mike Darlow, Perdue Brandon.

Mike Darlow, Attorney with Perdue Brandon Fielder Collins & Mott addressed council and introduced Hayden Bartley, Attorney with Perdue Brandon Fielder Collins & Mott. Mr. Bartley presented a PowerPoint presentation to council on the annual collection report. With a total outstanding tax base rate of \$325,000, Mr. Bartley presented an account breakdown chart in categories. He stated \$132,895 (41%) is action pending, \$102,749 (32%) is in deferral, \$49,134 (15%) is in litigation, \$21,870 (7%) is uncollectable, \$14,048 (4%) is in partial pay, and \$4,325 (1%) is in bankruptcy, trust or bad address. Mr. Bartley also categorized the outstanding tax base rate by dollar range and by tax year.

No action was taken.

7. Update, discussion and possible action on King Municipal Operations Center Project by Zachery Moquin with TEAL Construction.

Zachery Moquin, Project Manager with TEAL Construction, addressed council and gave a PowerPoint presentation titled the King Municipal Operations Center progress report. Mr. Moquin stated that in August 2025 for the site work they completed the building pad, site utilities, and excavated spread footings. In September 2025 they poured spread footings, poured grade beams, under slab rough-in, and utility tie-ins for the West building and they poured spread footings, and poured grade beams for the East building. In October 2025 they began forming building slab, pouring building slab, steel was delivered and began erection for the building structure. Mr. Moquin presented a schedule and stated they are ahead of schedule by one day.

No action was taken.

8. Update and discussion on Freedom Park Field expansion.

Jason O'Mara, Director of Parks and Recreation addressed council and stated the project continues to progress on schedule per the updated Project Schedule and 90% Construction Documents prepared by Burditt Land | Place. The Preliminary Opinion of Probable Costs (OPC), as of September 19, 2025, estimates the total base project cost between \$1,153,219 and \$1,268,541. Add alternates totaling \$767,835 to \$844,619 include artificial turf infield, additional covered seating, and field lighting. The budget breakdown is Original Budget (ABLC Funded): \$900,000 • Current Allocations: o \$99,000 – Design, construction documents, bidding, and construction administration (Burditt Land | Place) o \$14,614 – Topographic Survey (Baker & Lawson) o \$13,350 – Geotechnical Services (Terracon) • Remaining Budget: \$773,036. The project is currently in the Construction Document Phase, with the 100% submittal anticipated soon, followed by bidding. Contract approval is currently slated for December 2025,

and construction is projected to begin in January 2026. In addition, staff met with Angleton Independent School District (AISD) Superintendent to discuss a potential interlocal agreement for shared use and community access. The goal is to align City and AISD resources to expand recreational opportunities, maximize facility use, and ensure the project serves the full community, including youth programs and tournaments. Discussions are ongoing to define potential areas of collaboration such as cost-sharing, scheduling, and maintenance.

No action was taken.

9. Update, discussion and possible action on Street Bond Phase III - Silver Saddle Improvements.

John Peterson, City Engineer with HDR, addressed council and stated that HDR was recently contacted by Council Member Simmons about the possibility of reducing the scope of the improvements on Silver Saddle. Currently, the improvements include widening the roadway, installing improved drainage for the roadway, and new pavement. Due to the removal of eight trees in the subdivision, HDR was asked if we could reduce the project and keep the same footprint of the existing roadway, remove the drainage improvements (other than at Bronco Bend) from the project, and replace the roadway kind in an effort to reduce the tree removal in the neighborhood. The concern is a significant modification to the current streetscape of the neighborhood caused by multiple mature tree removal. These changes can be made easily and cheaply (charge limited time on the on-call project for a few hours for an Engineer-in-Training (EIT) and a CAD operator to make the changes). The reduction of the scope will provide cost savings for the city of approximately \$200,000.00.

A motion was made by Council Member Sartin and seconded by Council Member Smith, Council moved to approve the Street Bond Phase III – Silver Saddle Improvements contingent upon an estimate provided to Acting City Manager for an Engineer-in-Training (EIT) and CAD operator. The motion passed on a 4-0 with Mayor Pro—Tem Townsend absent. Council Member Simmons abstained.

10. Discussion and possible action to adopt the 2025 Utility Master Plan and associated Capital Improvement Plan for water and wastewater improvements.

John Peterson, City Engineer with HDR, introduced David Dunn and Mathew Schwarz, head of planning and water supply with HDR.

In September 2025, HDR Engineering, Inc. (HDR) completed the City's 2025 Utility Master Plan, evaluating the capabilities of the City's water distribution, water supply, and wastewater collection systems to meet current and future water demands and wastewater flows. The Utility Master Plan identifies projects needed to meet the demands of future growth and the capital expenditures necessary to plan, design, and construct those projects. These are summarized in a Capital Improvements Plan (CIP) for the water and wastewater utility systems. This CIP will form the basis for evaluating potential impact fees the Council may choose to adopt following an Impact Fee Study to be conducted when authorized by the Council.

Council discussed adding other water supply options to study such as the city's water wells or other agencies, not with just Brazosport Water Authority.

No action was taken.

11. Discussion and possible action on the purchase of 2026 Dump Truck through Houston-Galveston Area Council (H-GAC) Buy Board, for the price of \$159,975; also purchase a new Gradall XL3100 4x2 Series V with a fixed thumb gabbler, for the price of \$543,560.72.

Susie Hernandez, Director of Finance presented the agenda item and stated that in accordance with the Emergency Note provisions, the acquisition of equipment to aid in hurricane response efforts allows the City to purchase the dump truck and Gradall to prepare the city to respond to hurricane damages.

Hector Renteria, Director of Public Works, and Council discussed the added cost with maintenance, employees operating the equipment, and employee pay.

Upon a motion by Council Member Sarting and seconded by Council Member Smith, Council moved to approve the purchase of 2026 Dump Truck through Houston-Galveston Area Council (H-GAC) Buy Board, for the price of \$159,975; also purchase a new Gradall XL3100 4x2 Series V with a fixed thumb gabbler, for the price of \$543,560.72. The motion passed on a 5-0 vote with Mayor Pro-Tem Townsend absent.

12. Discussion and possible action to cast a majority vote of the governing body for a candidate on the Texas Municipal League Region 14 Board of Director election ballot.

Upon a motion by Council Member Daniel and seconded by Council Member Sartin, Council moved to approve candidate Sally Branson on the Texas Municipal League Region 14 Board of Director election ballot. The motion passed on a 5-0 vote with Mayor Pro-Tem Townsend absent.

REGULAR AGENDA

13. September Staff Reports

Staff and council held a discussion on the department reports.

COMMUNICATIONS FROM MAYOR AND COUNCIL

Council Member Sartin requested Burditt to attend a council meeting to discuss Abigail Arias and Freedom Park. He would also like an update on the water meter project.

Council Member Simmons requested an update on the Texas New Mexico Power Street Light Project.

Mayor Wright stated that National Night out was a great turnout.

Council Member Daniel's thanked parks for repairing the bench under the park pavilion.

ADJOURNMENT

The meeting was adjourned at 9:05 P.M.

These minutes were approved by Angleton City Council on this the 9th day of December, 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 9th, 2025

PREPARED BY: Hector Renteria

AGENDA CONTENT: Brazoria County Interlocal Agreement Overlays

AGENDA ITEM SECTION: Consent Agenda

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

FUND:

EXECUTIVE SUMMARY: This interlocal agreement is between Brazoria County and the City of Angleton. This is the final agreement including the selected projects.

RECOMMENDATION: Staff is looking for approval of this agreement.

STATE OF TEXAS §
 §
 COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF ANGLETON
IS26-0010

This Agreement is made between BRAZORIA COUNTY and the CITY OF ANGLETON hereinafter referred to as the COUNTY and CITY respectively.

RECITALS

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit “A”; and

WHEREAS, the CITY has requested the COUNTY’S assistance to providing labor and equipment to repair all roads as listed on Exhibit “A”; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit “A”.
- 1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the CITY shall pay, from the point in time that COUNTY’S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY’s costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.
- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.
- 1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.
- 1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the Mayor or City Manager acting pursuant to authorizations of its City Council.
- 1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.
- 1.09 Nothing herein shall be constructed to create any rights in third parties.
- 1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By: _____

CITY OF ANGLETON
MAYOR

By: _____

BRAZORIA COUNTY
COUNTY JUDGE

Date signed: _____

Date signed: _____

Exhibit 'A'

City of Angleton
Interlocal Agreement Project Request Summary FY-26

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
Henderson	Buchta Road - Highway 35	2,810	20	Rebuild & Resurface	
Western Avenue	Heritage Oaks Drive - Highway 35	2,890	20	Rebuild & Resurface	

Note: Must have Mayoral approval

Return to: County Engineer's Office
Engineer-interlocals@brazoriacountytx.gov

5700'


Approved By: Mayor
11/3/25
Date





AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/9/2025

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

AGENDA CONTENT: Discussion and possible action on Keep Angleton Beautiful Texas Department of Transportation (TxDOT) traffic controller cabinet wrap art recommendations and authorize the Acting City Manager to execute artist agreements after TxDOT approval.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$3,000

FUNDS REQUESTED: N/A

FUND: 13-500-407

EXECUTIVE SUMMARY:

In September, staff issued a Call to Artists to solicit new artwork for traffic signal controller cabinet wraps at three new locations: B288 & Henderson Road, Hwy 35 & Hospital Drive, and Hwy 35 & S. Walker Street. The call was promoted through social media, direct outreach to local and previous participating artists, the KAB website, and PublicArtist.org.

This effort continues the successful cabinet wrap program launched by KAB in 2020 and supports ongoing beautification throughout the Angleton city limits. Consistent with Board direction, staff requested artwork reflecting the established themes of Texas wildflowers, coastal birds, and Texas butterflies. Artist submissions were due by October 22.

Staff received two qualifying submissions: *Spring Winds* by Lizzy Maye and *Red-Tailed Hawk* by Wendy Hale. The Keep Angleton Beautiful Board has reviewed and approved both submissions for installation at the designated locations.

RECOMMENDATION:

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



2025 CALL TO ARTISTS

CITY OF ANGLETON TRAFFIC CONTROLLER CABINET ART WRAP PROJECT

Introduction

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

The City of Angleton, with input from the Keep Angleton Beautiful Board, will select up to two artists and/or artist teams to develop designs for signal boxes in Angleton. Artists will submit digital files that can be fabricated into vinyl wraps. The Keep Angleton Beautiful Board will determine the specific location of each artwork.

The City of Angleton will accept electronic responses until 5:00 p.m. on Wednesday, October 22, 2025, and any questions or inquiries at the email address below.

Jason O'Mara
Director of Parks & Recreation
979-849-4364 ext. 5104
jomara@angleton.tx.us

Eligibility:

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

Traffic Box Duration

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

Scope of Work

The scope of work will be finalized once an artist is selected. The proposed Scope of Services is not intended to be a detailed scope of work that will be required as part of the final agreement but is intended to provide general information to firms wishing to submit proposals. The City of Angleton will negotiate the detailed Scope of Services with the artist should the organization elect to proceed with the project. The selected, qualified artist will be retained to work with Keep Angleton Beautiful commission members and city staff.

Artists should submit via email to jomara@angleton.tx.us.

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

5. **Design for traffic box wrap will be put into a template:** Designs must fit on a large template that is sized for a 54-inch traffic box. This requires the submission to be large, or about 1200dpi, if printed or scanned. Angleton requests art be submitted in Ai format, or PDF that can be opened in Adobe Illustrator. Please do not submit hard copies.

Submission Guidelines & Design Considerations

- In the creation of designs, please carefully consider the sample template provided on the last page of this document. Designs must conform to the shape of the attached template. The actual size of traffic boxes may vary. Selected artists should be prepared to coordinate with the City of Angleton and the Keep Angleton Beautiful Board to finalize the design.
- The art may be a new original piece or an existing work of the artist but may not be on display in other public art programs. This does not include ongoing gallery exhibitions.
- The art may be representational or abstract, but may not contain advertising, religious art, sexual content, negative imagery, or convey political partisanship.
- The Art must Follow the Keep Angleton Beautiful Proposed theme of Texas Wildflowers, Texas birds, or butterflies.
- Due to the heat sensitivity of the electronics contained within the utility boxes, artists are discouraged from using very dark color palates in their designs.
- Submitted designs must illustrate original artwork.
- All submissions must be provided as a digital graphic design.
- Artists may submit up to (3) designs for consideration.
- Submissions must be received by Wednesday, October 22, 2025 at 5:00pm.

References

Artists must include 3 references including, the names, addresses, phone number, email address, and other contact information of persons in a management capacity whereother similar work has been provided within the last five (5) years or is currently being provided that may be willing to providea reference and recommendation for your work. Failure to submit references may cause you to disqualify your proposal.

At least 1 reference should be current and of a similar size and scope. The contractor shall also indicate the date services were performed and a brief description of the master planning project, and details involved for each reference provided.

Evaluation and Selection Criteria

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

- **Percent Component**
 - 25 - Appropriateness of the art to the community
 - 25 - Aesthetic quality
 - 20 - Quality of previous work
 - 10 - Commitment to carrying out the project.
 - 10 - References
 - 5 – Regional artists (living/working within 70-mile radius of Angleton, Texas)
 - 5 - Additional Factors: Application completed as specified.

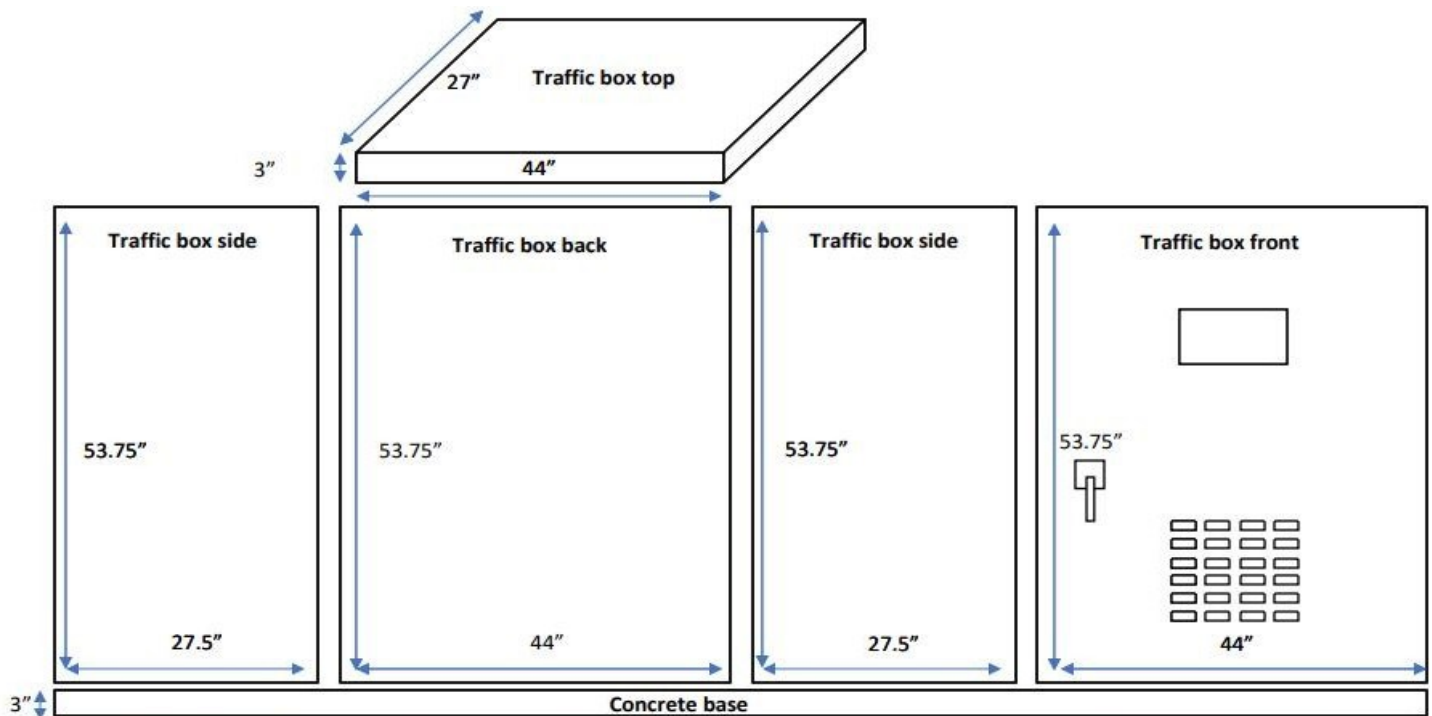
Additional Information

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

Preliminary Project Schedule

Task	Start
Proposal Submittal Deadline	October 22, 2025
KAB Review & Recommendation	October 31, 2025
TXDOT Approval	November 1-15, 2025
City Council Approval	November 18, 2025
Artist Notified	November 20, 2025
Wrap Installation	December 2025

Traffic Controller Box Measurements



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

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

1. Definitions. In this contract:

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

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

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

3. Artist’s Obligations.

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

4. City’s Obligations.

- (a) The City will provide credit to the Artist and a copyright notice substantially in the following form: Copyright © [Lizzy Maye] [2025]. This credit may be included on the City website next to a digital copy of the Wrap. Any reproductions of the Work made by the City will credit the Artist and contain a copyright notice.

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

5. Compensation.

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

6. Final Design.

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

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

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

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

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

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

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

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

12. Termination.

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

13. Liability and Indemnity.

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

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

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

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

15. Copyright Ownership.

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

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

16. Covenant; License; Reproduction Rights.

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

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

(c) All reproductions by the City will contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Lizzy Maye], [2025].

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

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

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

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

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

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

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

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

type of moral right.

18. Assignment and Transfer.

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

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

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

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

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

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

To Artist:

Lizzy Maye

[REDACTED]

To the City:

Lupe Valdez
Acting City Manager
City of Angleton
121 S Velasco
Angleton, TX 77515
Email: lvaldez@angletonpd.net

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

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

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

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

Exhibit A. Artist's Additional Contract Documents:

A. Lizzy Maye's Traffic Box Art Wrap Project Proposal (_ pages).

Exhibit B. City's Additional Contract Documents:

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

[Signature Page Follows]

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

**Lizzy Maye
Artist**

Lupe Vaaldez, Acting City Manager

Date: _____

Lizzy Maye, Artist

Date: _____

ATTEST:

Michelle Perez, City Secretary

EXHIBIT A-1

Lizzy Maye's Traffic Box Art Wrap Project Proposal

EXHIBIT B-1

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

(See Attached)



WELCOME TO ANGLETON TEXAS

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

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

1. Definitions. In this contract:

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

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

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

3. Artist’s Obligations.

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

4. City’s Obligations.

- (a) The City will provide credit to the Artist and a copyright notice substantially in the following form: Copyright © [Wendy Hale] [2025]. This credit may be included on the City website next to a digital copy of the Wrap. Any reproductions of the Work made by the City will credit the Artist and contain a copyright notice.

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

5. Compensation.

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

6. Final Design.

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

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

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

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

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

- 9. Wrap Duration, Repair; Removal; Replacement.** A Wrap is expected to have a lifespan of five (5) to seven (7) years. A Wrap will be removed by the City after 5 to 7 years, depending on its condition, in the City's sole discretion. The City will have the right to remove, repair, or replace any Wrap, as needed, in the City's sole discretion.
- 10. Wrap Maintenance.** The City will be responsible for maintenance and conservation of any Wrap, for so long as the Wrap remains in use. The City will have the right, in its sole discretion, and without Artist's input or approval, to determine the appropriate method of maintenance.
- 11. Term of Contract & Survival of Obligations.** The Contract is effective as of the Effective Date and, unless terminated earlier pursuant to such provisions in the Contract, will extend until approval and acceptance of the Final Design by the City under Subsection 6(c) above, but in no event will extend beyond a period of one year. All provisions of this Contract that impose continuing obligations on the Parties, including but not limited to granting an irrevocable license to the City, warranty, indemnification, limitation of liability, and keeping addresses for notice current, shall survive the expiration or termination of this Contract.
- 12. Termination.**
- (a) The City may terminate this Contract during its term at any time for any reason by giving written notice to Artist not less than three (3) business days prior to the termination date.
 - (b) Termination of this Contract will not terminate the license, or any other rights granted to City.
- 13. Liability and Indemnity.**
- (a) ARTIST HEREBY RELEASES THE CITY AND THE CITY'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE "CITY-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST, ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY

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

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

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

15. Copyright Ownership.

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

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

16. Covenant; License; Reproduction Rights.

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

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

(c) All reproductions by the City will contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Wendy Hale], [2025].

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

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

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

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

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

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

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

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

type of moral right.

18. Assignment and Transfer.

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

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

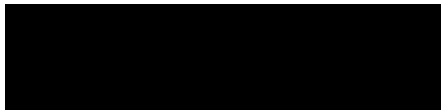
19. Entire Contract. This Contract represents the entire Contract between the City and the Artist. This Contract may be amended only by written instrument signed by both parties.

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

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

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

To Artist: Wendy Hale



To the City: Lupe Valdez
 Acting City Manager
 City of Angleton
 121 S Velasco
 Angleton, TX 77515
 Email: lvaldez@angletonpd.net

CONTRACT FOR TRAFFIC BOX ART WRAP/Page 7

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

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

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

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

Exhibit A. Artist's Additional Contract Documents:

A. Wendy Hale's Traffic Box Art Wrap Project Proposal (__ pages).

Exhibit B. City's Additional Contract Documents:

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

[Signature Page Follows]

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

**Wendy Hale
Artist**

Lupe Valdez, Acting City Manager

Date: _____

Wendy Hale, Artist

Date: _____

ATTEST:

Michelle Perez, City Secretary

EXHIBIT A-1

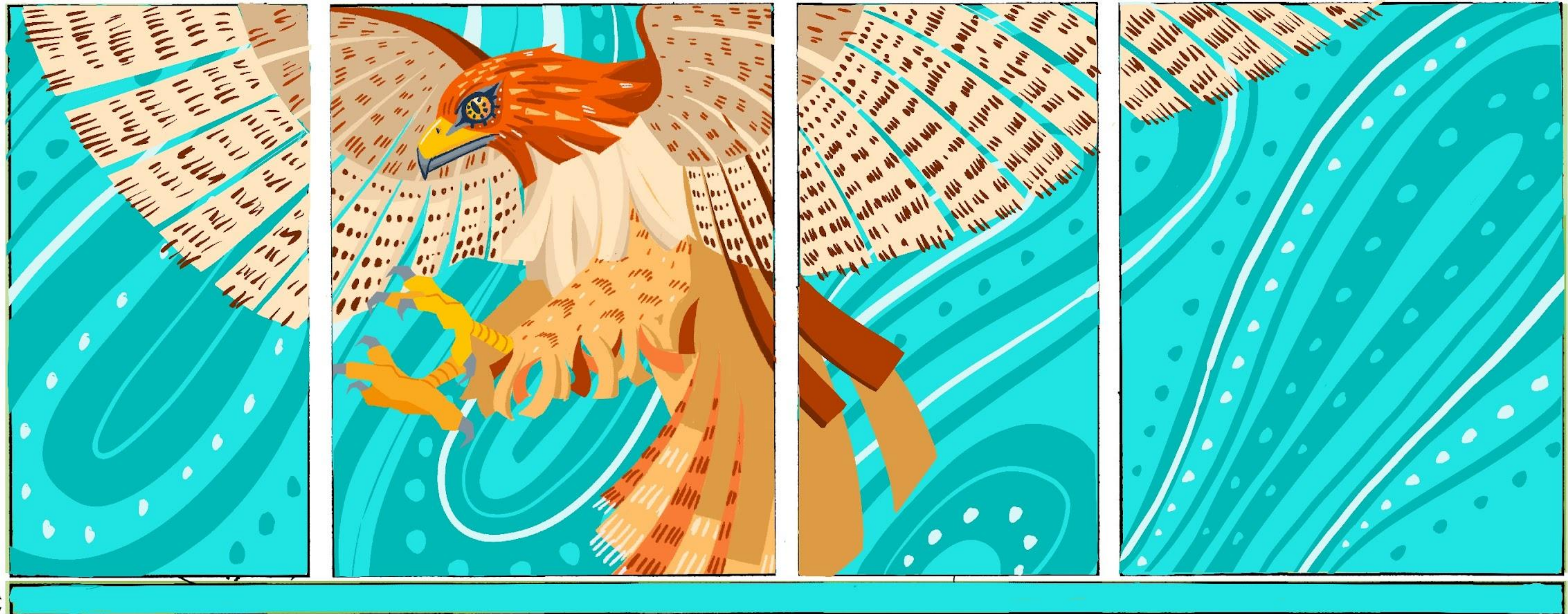
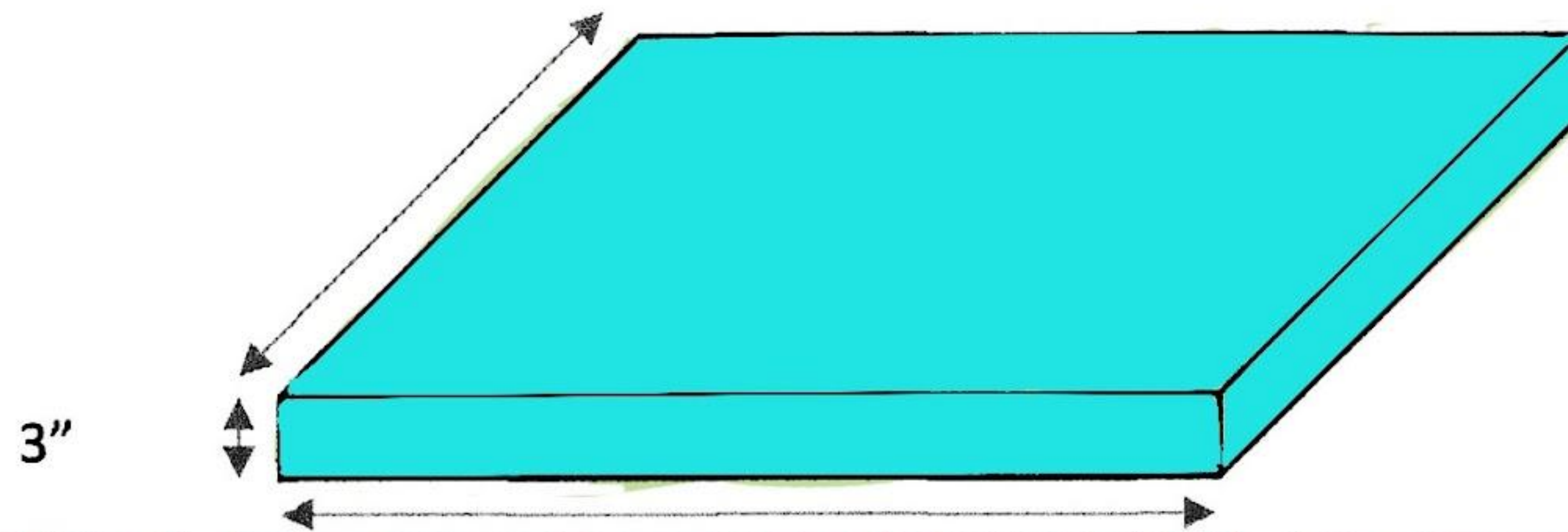
Wendy Hale's Traffic Box Art Wrap Project Proposal

EXHIBIT B-1

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

(See Attached)

Concept Art for 2025 Traffic Controller Cabinet Wrap By Usagi Wasabi



3"



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/09/2025

PREPARED BY: Neal Morton

AGENDA CONTENT: Review and take action on Interlocal Agreement between Brazoria County ESD 3 & The City of Angleton

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$493,242.00

FUNDS REQUESTED: \$0

FUND: 107 FD ESD

EXECUTIVE SUMMARY:

Review and take Action on Interlocal Agreement between Brazoria County ESD 3 & The City of Angleton naming Angleton Fire Department as the provider for emergency fire response.

RECOMMENDATION:

This contract has been agreed upon by the City's Attorney as well as the ESD's Attorney. The ESD board has approved and accepted. Fire Chief recommends approval.

**INTERLOCAL AGREEMENT FOR
FIRE PROTECTION, FIRE SUPPRESSION,
AND RESCUE SERVICES**

This **INTERLOCAL AGREEMENT FOR FIRE PROTECTION, FIRE SUPPRESSION AND RESCUE SERVICES** (herein "Agreement") is entered into effective the 1st day of January, 2026, by and between **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** ("DISTRICT"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code and **THE CITY OF ANGLETON, TEXAS** ("CITY OF ANGLETON") for the mutual covenants and agreements herein contained, and other good and valuable consideration as set forth in this Agreement. Accordingly, **DISTRICT** and **THE CITY OF ANGLETON, TEXAS** agree to the following:

I.

PARTIES

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 is a political subdivision of the State of Texas, organized and operating in portions of Brazoria County, Texas under Chapter 775 of the Texas Health & Safety Code. **THE CITY OF ANGLETON, TEXAS** is a Texas home rule municipality. Both **DISTRICT** and **CITY OF ANGLETON** propose to enter into an Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose of the Agreement is for **CITY OF ANGLETON** to perform certain Governmental Functions as described by Texas Civil Practice and Remedies Code § 101.0215 and services for **DISTRICT**. Such Governmental Functions and services are limited to fire protection and suppression services to protect life and property from fire and conserve natural and human resources, and to provide rescue services (all collectively referred to herein as "Emergency Services") to persons and commercial interests located within the geographic boundaries of a portion of the **DISTRICT** (herein the "Service Area", as described and set forth in Exhibit "A", attached hereto and incorporated by reference). The City and the Department agree that the Emergency Services are "governmental functions" as defined in the

Interlocal Agreement Act, Texas Government Code §791.003. The City and the Department further agree that the Emergency Services are “homeland security activities” as defined under Texas Government Code § 421.001.

CITY OF ANGLETON acknowledges that it is familiar with the Service Area and agrees to provide the emergency services in accordance with this Agreement. The CITY OF ANGLETON via the ANGLETON VOLUNTEER FIRE DEPARTMENT agrees to provide emergency services to the service area. Angleton Volunteer Fire Department is a department of the CITY OF ANGLETON.

II.

TERM; EARLY TERMINATION

The term of this Agreement will be for a period beginning January 1, 2026 and ending December 31, 2026. Either party may terminate this Agreement upon six (6) months written notice to the other party.

The term of this Agreement may be extended only upon the mutually signed agreement of both parties upon such terms and conditions as approved and agreed to at that time.

III.

TERMS OF COMPENSATION

- (a) During the original term of this Agreement, the Compensation to be paid by DISTRICT to CITY OF ANGLETON for the Emergency Services to be provided by CITY OF ANGLETON hereunder shall be as follows: DISTRICT to pay to CITY OF ANGLETON an amount of FOUR HUNDRED NINETY THREE THOUSAND TWO HUNDRED FORTY-TWO DOLLARS AND NO CENTS (**\$493,242.00**). The Compensation shall be made in quarterly installments. Quarterly installment payments would be paid by the 30th day of the months of January, April, July and October. Any payments made to the CITY by the DISTRICT for fire protection, suppression and rescue services under a temporary extension of the 2025 annual

contract shall be applied towards the total annual Compensation amount stated above.

- (b) In the event DISTRICT shall choose to terminate the Agreement during the term, the compensation paid to the date of termination shall be nonrefundable. In the event CITY OF ANGLETON terminates this Agreement during the term, the compensation paid or due and payable shall be refundable to DISTRICT based on a pro rata basis based on the number of months of the one-year term completed.
- (c) The CITY OF ANGLETON has the sole discretion to determine how these funds are expended, however the Parties agree that a set amount of the total amount paid, specifically, two hundred thousand and 00/100 (\$200,000.00) will be applied by the CITY towards the CITY's acquisition costs of a tanker fire truck. The parties further acknowledge and agree that the District's contributions towards the acquisition costs create a lien interest in the tanker fire truck in proportion to the District's payments to the CITY which the Parties agree will be applied towards the CITY's total acquisition costs, as detailed below. The lien interest held by the District shall apply to any disposition of the tanker fire truck by the CITY which results in cash, cash equivalent or credit being received by the CITY for any reason, including but not limited to the eventual sale of the tanker fire truck, receipt of insurance proceeds due to collision or other damage, or trading the tanker fire truck towards the acquisition of replacement apparatus. The District's lien interest will depreciate in an even amount per year, reducing the lien interest to 0% effective December 31, 2039.
 - (1) The Parties agree that the District has provided the following funds towards the City's acquisition costs:
 - 2024 \$100,000 paid in calendar year 2024.
 - 2025 \$200,000 paid in calendar year 2025.
 - (2) The Parties agree that for each year the parties maintain an Interlocal Agreement for Fire Protection, Fire Suppression and Rescue Services, a portion of each year's payment by the District to the City will be applied by the City towards its acquisition costs in the following amounts paid by the District to the City:

2026 \$200,000

2027 \$75,000

2028 \$75,000

2029 \$75,000

2030 \$75,000

2031 \$75,000

2032 \$75,000

- (3) The Parties agree that the tanker fire truck will be used by the City's Fire Department within the City, within the District, and in any other location to which the City Fire Department responds, based upon its availability and usefulness for incidents to which the City Fire Department responds.

IV.

LIMITATIONS ON REPRESENTATIONS AND WARRANTIES

- (a) CITY OF ANGLETON agrees to use its best efforts in carrying out its duties under this Agreement.
- (b) The City retains all governmental immunities.
- (c) The CITY and the DISTRICT agree to the responsibility for civil liability as described in Government Code § 791.006(a). Responsibility for civil liability shall be retained by the DISTRICT for the provision of Emergency Services by the CITY OF ANGLETON within the territorial jurisdiction of the DISTRICT. Additionally, pursuant to section 421.062 of the Texas Government Code, the CITY is not responsible for any civil liability that arises from the furnishing of services under this Interlocal contract.

V.

DUTIES AND RESPONSIBILITIES OF THE CITY OF ANGLETON AND THE DEPARTMENT

- (a) CITY OF ANGLETON agrees to provide the emergency services to the Service Area, as provided and subject to the limitations and provisions contained herein.
- DISTRICT acknowledges that CITY OF ANGLETON is a municipality with statutory and City charter obligations to the residents of the City of Angleton and the Angleton Volunteer Fire Department provides similar emergency services to CITY OF ANGLETON.

DISTRICT further acknowledges the necessary fire protection, fire suppression, and other emergency services provided to DISTRICT shall not be exclusive. District and City agree all emergency services provided by Angleton Volunteer Fire Department will conform with policies, protocol, and ordinances of the City of Angleton. District agrees and acknowledges City may be a party to mutual aid agreements with other emergency services departments from other municipalities.

(b) CITY OF ANGLETON shall provide the necessary staffing and equipment to provide the Emergency Services to the service area in accordance with this Agreement and shall enter into and maintain reciprocal mutual aid agreements with surrounding fire departments and/or EMS when necessary or advisable. Personnel are required to complete a minimum of 40 hours of certified training per year, prorated for partial year for any personnel who join the Department later than January 15th.

(c) The Mayor of the CITY OF ANGLETON or his designee shall be the liaison with DISTRICT.

(d) Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation or annexation of one political subdivision by another.

(e) It is not the intention of the parties hereto to create a partnership or association. The duties and liabilities of CITY OF ANGLETON and DISTRICT are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall be construed to create a partnership or association or impose a partnership duty, obligation or liability with respect to any one or more of the parties hereto.

(f) QUARTERLY REPORTS TO DISTRICT

(1) CITY OF ANGLETON shall furnish DISTRICT no later than 30 days following the end of each fiscal quarter, a copy of the monthly reports listing the total number of runs made by Angleton Volunteer Fire Department within the Service Area for the prior quarter, including a breakdown of total runs by category using the Department's category designations. Failure to provide the required quarterly reports will result in the District withholding quarterly payments until the reports are received.

(2) Quarterly report information shall include response times for the prior quarter using the following criteria:

- (A). From time of dispatch or time Department receives call to time first fire unit on location
- (B). Average Response times overall
- (C). Response times to these categories of calls - Structure Fires, Motor vehicle crashes, and EMS calls, including
 - (i). Average response time to each category;
 - (ii). Fastest response time to each category; and
 - (iii). Slowest response time to each category

(3) City shall include a list of Department personnel with the 2nd and 4th quarter reports filed with the District. The City/Department providing lists/rosters of personnel to the District is not a waiver of the Government Code section 418.176 requirement to keep staffing information confidential, as the District will not publicly discuss or distribute the staffing information. The District is an emergency services provider and any exchange of staffing information between the District and City/Department is an intergovernmental transfer of information and not a public release of said information. Information provided under this subsection shall include NIMS certifications for each emergency responder.

(g) CITY OF ANGLETON will provide the DISTRICT a copy of the City's annual audit, or portion of the City's audit, showing the funding and expenditures for fire and rescue services funded by the DISTRICT for the prior fiscal year. The audit will be provided to the DISTRICT no later than 60 days after it is completed and accepted by the CITY.

(h) City and Department agree that for any dispatched call in the District's contracted area for a structure fire, the Department shall have automatic aid or automatic mutual aid with neighboring agencies in place to ensure adequate response to such calls.

(i) Upon receiving an extrication dispatch, the Department will take reasonable steps to ensure that the response will include personnel with two sets of rescue tools. Department shall request mutual aid if needed to meet this objective.

VI.**DISPATCH COOPERATION**

DISTRICT and CITY OF ANGLETON both agree to cooperate in presenting any letters or Resolutions to the 911 Network and the CITY OF ANGLETON's local dispatchers which may be necessary to effectuate accurate dispatching for Emergency Services provided by the CITY within the Service Area.

VII.

Notwithstanding the foregoing provisions of this agreement, in the event of a conflict with the Agreement and the Angleton Code of Ordinances, the Ordinances shall prevail.

VIII.**AMENDMENT BY MUTUAL AGREEMENT**

This Agreement may be amended only by the mutually signed and written agreement of the parties.

IX.**ASSIGNABILITY**

This Agreement shall not be assigned by either party regarding delivery of necessary fire protection and suppression or other emergency services by CITY OF ANGLETON.

X.**MISCELLANEOUS**

(a) If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

EXHIBIT "A"

The District, City and Department agree to use the map provided by the Office of the Brazoria County Engineer which has been adopted by the District (or may be adopted or amended by District action subsequent to the execution of this Agreement) as the District's official map which outlines coverage areas for contracted fire and EMS departments to define the Service Area covered by the City and Department under this Agreement.

(b) This Agreement embodies the whole agreement of the parties and supersedes all previous communications, representations or agreements between the parties with respect to the matters contained herein.

XI.

NOTICES

All notices hereunder shall be in writing and may be delivered by personal delivery or regular US Mail to the parties at their addresses below or may be delivered via electronic mail to the address(es) provided by each Party.

XII.

VENUE AND CONTROLLING LAW

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

CITY OF ANGLETON, TEXAS

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____
Print Name: John Wright
Title: Mayor

By: 
Darrell Valusek, President

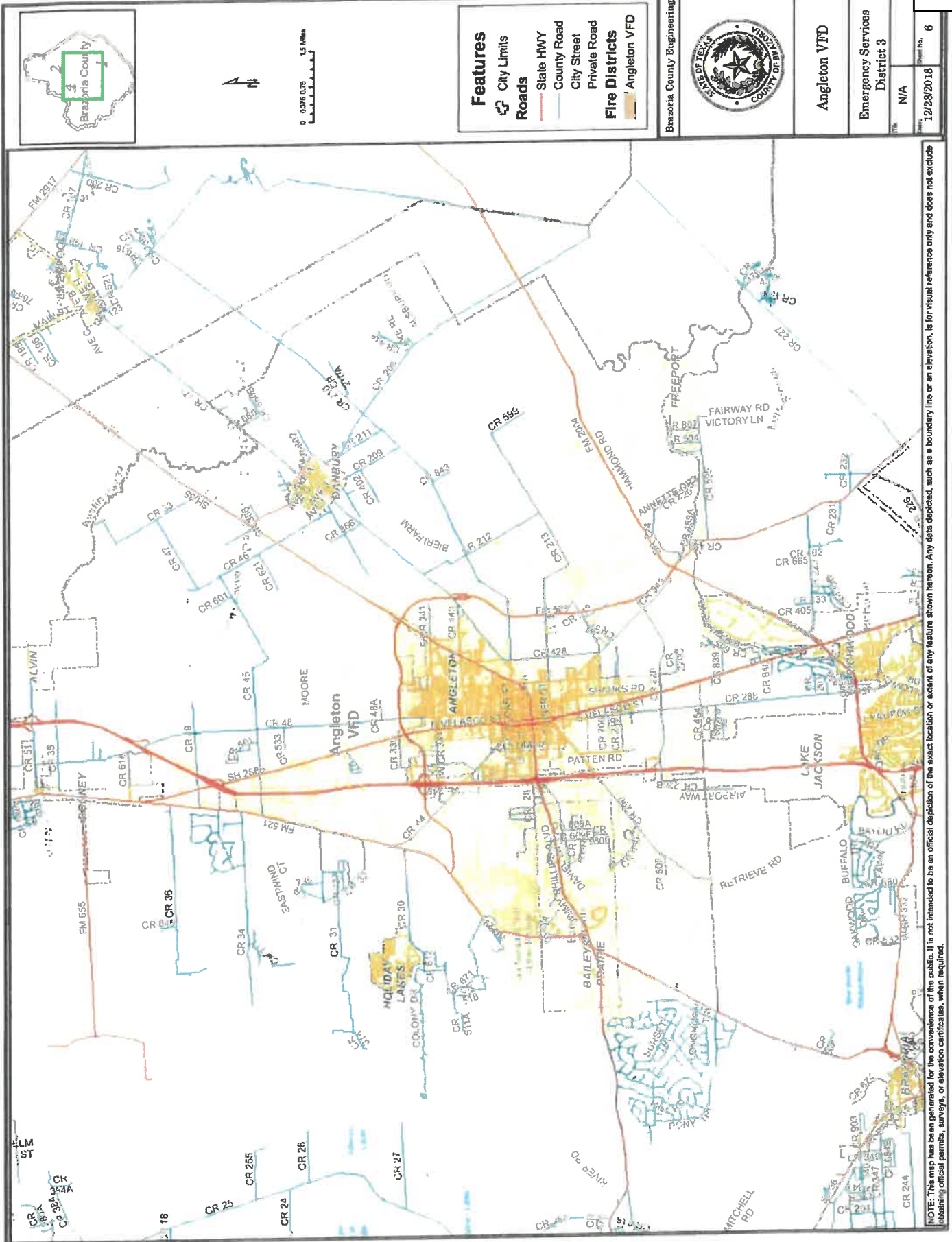
Address for Notice:
121 S. Velasco
Angleton, Texas 77515
Date: _____

Address for Notice:
P.O. Box 1253
Manvel, TX 77578
Date: 11/10/25

Acknowledged:
ANGLETON VOLUNTEER FIRE
DEPARTMENT

By: _____
Print Name: _____
Title: _____

Address for Notice:





AGENDA ITEM SUMMARY FORM

MEETING DATE: December 9, 2025

PREPARED BY: Josh Wilde, Purchasing Agent
Presented by: Hector Renteria

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20251209-005 declaring property salvage and authorizing the liquidation and/or disposal of city owned vehicle salvage property, providing an effective date.

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Proposal:

The City of Angleton is seeking approval of a resolution to officially declare these items as salvage. Approval of this resolution would authorize the City to dispose of the declared salvage in any reasonable manner. This may include the sale, donation, or discarding of the items.

Units:

2004 Ford F-250 Last 6 Digits of VIN # A08348 PW-15: this is a 21-year-old single cab ¾ ton pick-up. This truck will be auctioned off.

2008 Ford F-350 Last 6 Digits of VIN # 389710 PW-25: This truck is a 17-year-old single cab 1 ton that has been used in Public works and initially had a flat bed and then had a dump bed installed on it for asphalt street patching. This truck will be auctioned off.

2000 Gradall G3WD Serial # 137356 PW-35: This is a piece of heavy equipment with an extending boom excavating bucket in Public Works used to dig ditches and used to move debris from roadways after storms. This unit will be auctioned off.

RECOMMENDATION:

Approve the resolution declaring items listed in Exhibit A as salvage and authorizing City Staff to dispose of salvage property in any reasonable method, including sale/auctioned, donation, or discarding of item.

RESOLUTION NO. 20251209-005**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, DECLARING PROPERTY SALVAGE AND AUTHORIZING THE LIQUIDATION AND/OR DISPOSAL OF CITY OWNED VEHICLE SALVAGE PROPERTY, PROVIDING AN EFFECTIVE DATE.**

WHEREAS, The City of Angleton City Charter Section 2.01 and City of Angleton Code of Ordinance, Sec. 2-4(b)(3) provides the authority for the City to sell at auction any property to which a legal title is attached, including but not limited to motor vehicles; and

WHEREAS, the City of Angleton has no formal policy regarding the disposal of salvage personal property, and there are no statutes expressly concerning the procedures for the disposition of a City's salvage personal property; and

WHEREAS, Pursuant to the City of Angleton Code of Ordinance, Sec. 2-4(a), "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended; and

WHEREAS, the property listed in the attached Exhibit "A" comprises two (2) motor vehicles and one (1) piece of heavy equipment, each to which a legal title is attached; and

WHEREAS, the City of Angleton City Council in accordance with the Angleton Code of Ordinances, Chapter 2 Administration, Sec. 2-4, declares the property attached to this Ordinance as Exhibit "A" as salvage because the personal property has no value for the purpose for which it was originally intended; and

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. The property attached to this Ordinance as Exhibits "A" are motor vehicles to which legal title is attached and are, hereby, declared by the City Council to be, is salvage, and

SECTION 3. City Council authorizes the disposal of the salvage property listed in Exhibit "A" by placing the personal property in the parking lot of the city hall and conduct a sale by auction of the items at a nominal price as the property is damaged, used, or outdated and has either very little or no monetary value for the purpose for which it was originally intended.

SECTION 4. 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 5. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED THIS THE 9TH DAY OF DECEMBER 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC,CMC
City Secretary

EXHIBIT A

2004 Ford F-250 Last 6 Digits of VIN # A08348

PW-15: this is a 21-year-old single cab ¾ ton pick-up. This truck will be auctioned off.

2008 Ford F-350 Last 6 Digits of VIN # 389710

PW-25: This truck is a 17-year-old single cab 1 ton that has been used in Public works and initially had a flat bed and then had a dump bed installed on it for asphalt street patching. This truck will be auctioned off.

2000 Gradall G3WD Serial # 137356

PW-35: This is a piece of heavy equipment with an extending boom excavating bucket in Public Works used to dig ditches and used to move debris from roadways after storms.. This unit will be auctioned off.



AGENDA SUMMARY/STAFF REPORT

MEETING DATE:	December 9, 2025
PREPARED BY:	Otis T. Spriggs, AICP, Director of Development Services
AGENDA CONTENT:	Conduct a public hearing, discussion, and possible action on Ordinance No. 2025112-008, Zoning approximately 26.084 acres out of 41.876 acres to Commercial General (C-G)/SUP Overlay, TNMP and CenterPoint Substations, for property located adjacent and north of 3343 E Mulberry St/ HWY 35, Angleton, TX 77515, providing a severability clause; providing for a penalty; and providing for repeal and effective date, and findings of fact. (This Item was Tabled)
AGENDA ITEM SECTION:	Public Hearing and Action Item

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: Texas New Mexico Power Company and CenterPoint are requesting consideration of a Zoning and SUP for the balance of the White Oak Substation property recently annexed by Council on August 26, 2025 under ORDINANCE NO. 20250826-009. In this public hearing, the Planning and Zoning Commission and City Council are asked to assign the zoning and specific use permit to the said 26.084 acres. This action will update the mapping of the recently annexed property.

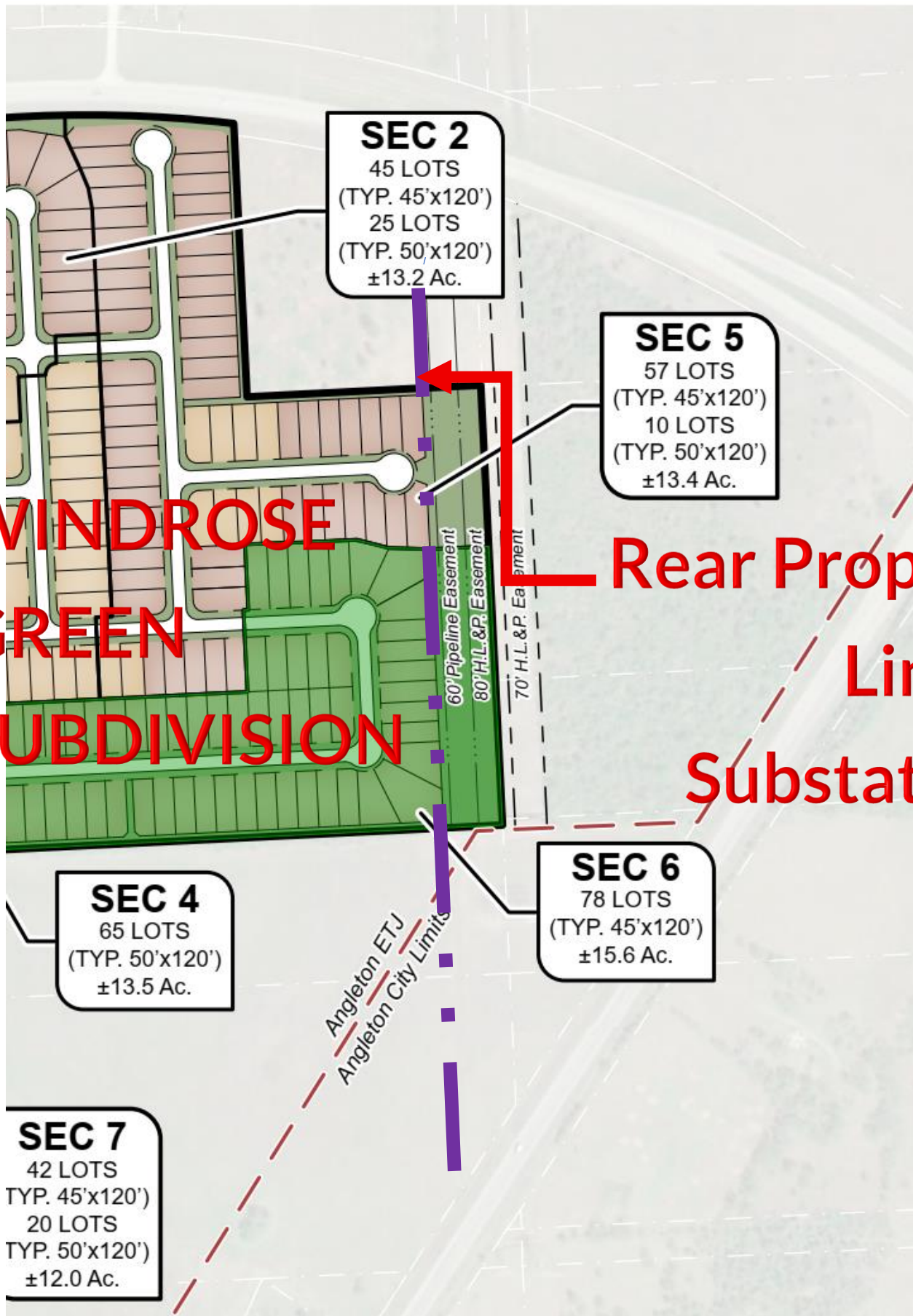
Similarly, City Council previously granted the SUP for the Electrical Power Distribution Substations on July 23, 2024, under Ordinance No. 20240723-013 for the frontage portion of the site that remained within the City Limits for many years.

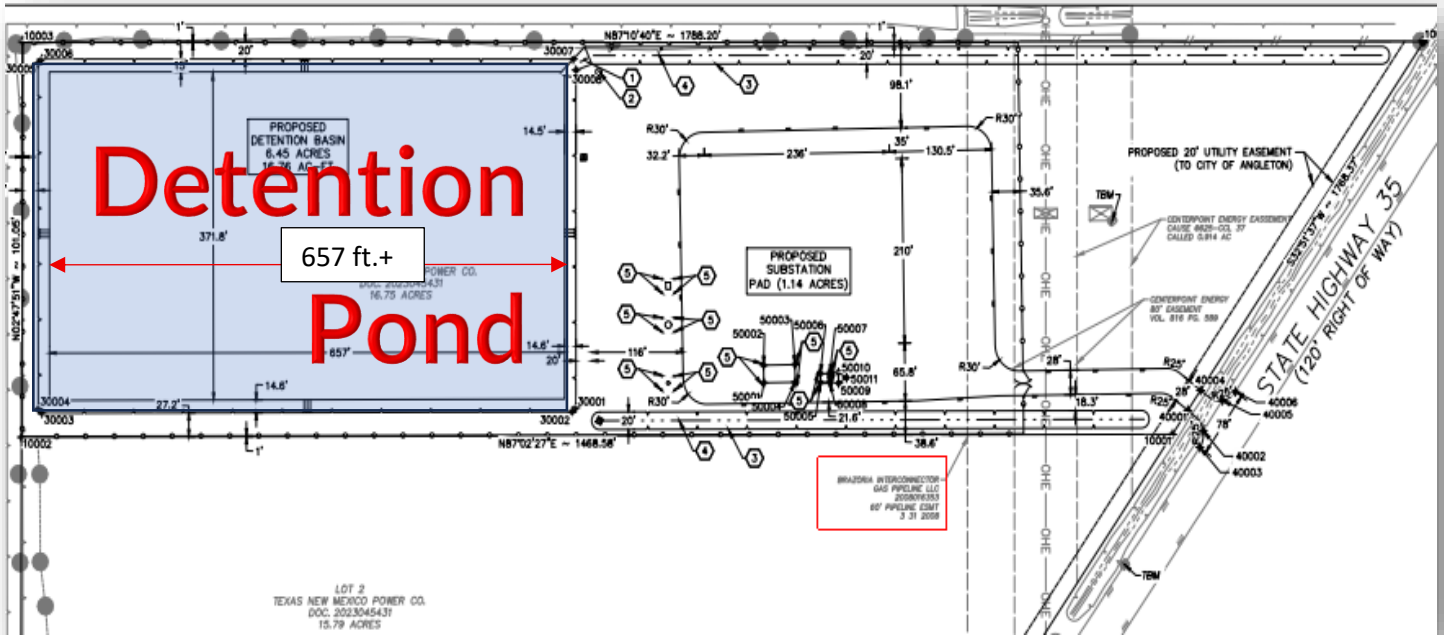
On November 12, 2025, City Council held public hearing on this item and voted to table the matter until the next meeting in order for the applicant to appear and provide clarity to proximity issues of potential impacts raised, such as sound on neighboring properties that may result from such facilities.

Questions were raised by the Council as to the setback of the substation equipment and structures. Staff is providing the layouts (below) of each below depicting the nearest setbacks to Windrose Green which abuts in the rear and to the west.

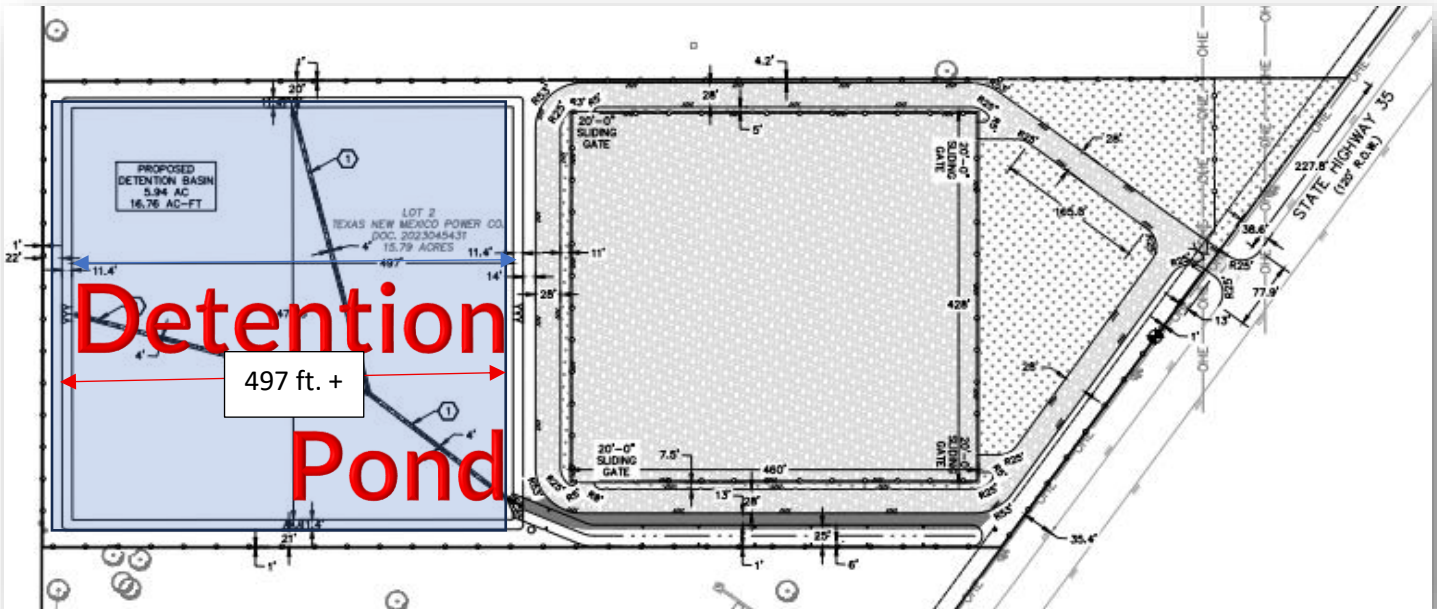
WINDROSE
GREEN
SUBDIVISION

Rear Property
Line of
Substations

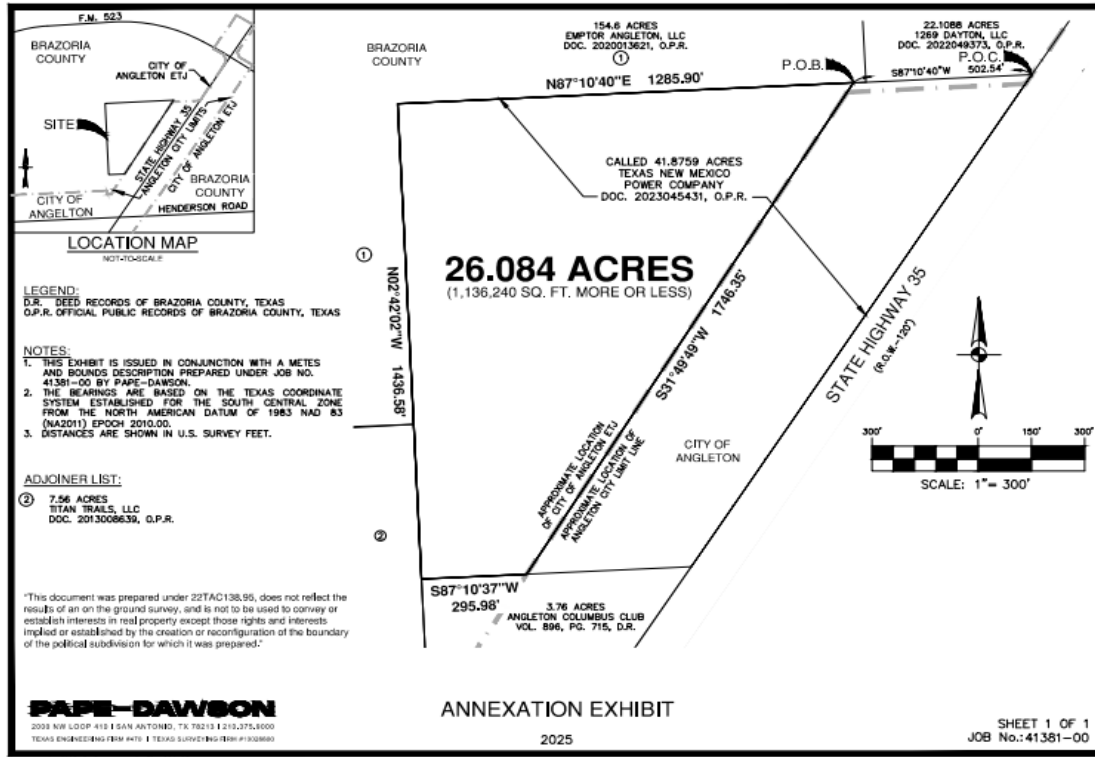




CenterPoint Substation

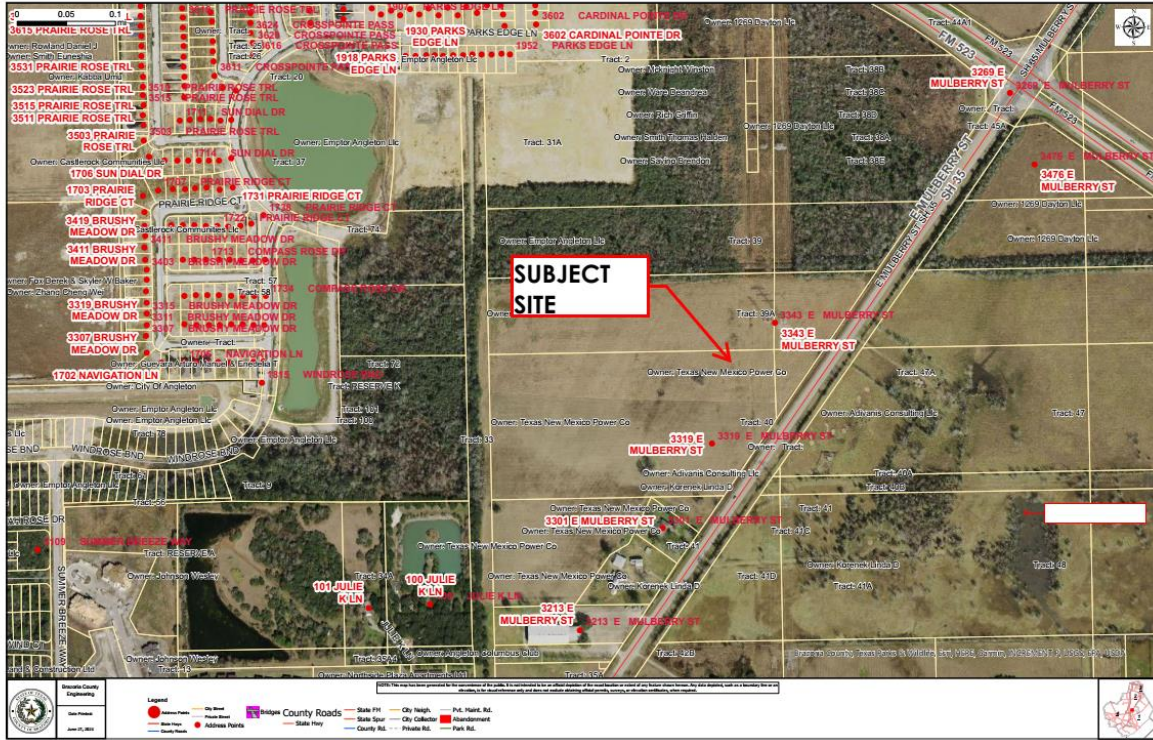


TNMP Substation



REZONING PLAT

3915 CR 418, Tracts: 162 and 162A



Aerial Map

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 zoning request.

SURROUNDING CONDITIONS:

Location	Current Use	Zoning Classification/Use
North	Vacant, Future Residential	ETJ, No Zoning
South	Vacant, Residential	C-G Commercial General
West	Vacant, Future Residential	ETJ, Windrose Green Subdivision
East	Vacant, Residential	C-G Commercial General

The substation facility has a 15'x52' control building, which will be accessible mostly for maintenance purposes. A proposed service agreement plan is attached to this item that outlines all City Services subject to this annexation, including Fire, Police, Building Inspections, Planning and Zoning, water service, sanitary sewer, and solid waste services. With this type of substation use, minimum-to-no services are needed.

Sec. 28-6. Zoning upon annexation.

- (a) As soon as practical following annexation, but in no event more than 180 calendar days thereafter, the city council shall, on its own motion or upon application by property owners of the annexed area, initiate proceedings to establish appropriate zoning on the newly annexed territory, thereupon the city manager shall commence public notification and other standard procedures for zoning amendments as set forth in section 28-24. Said proceedings to establish zoning may be undertaken concurrently with annexation procedures (i.e., notified at the same time, public hearings scheduled at the same time as annexation, etc.), however zoning approval and formal adoption of the ordinance establishing zoning must occur after annexation approval and adoption have occurred, and as a separate and distinct action by the city council.

Site Photographs

Item 6.



View looking northwest toward Site from SH 35



View of Residential Homes to the South from SH 35



View of Property Site from looking west from SH 35



View of Property Site from looking Northwest from SH 35



View from Windrose Green Subdivision looking east

Planning and Zoning Commission Meeting/Public Hearing Held on November 6, 2025

Due to new state posting requirements, the Planning and Zoning Commission meeting date conflicted with the Council agenda posting date. Staff will provide the Planning Commission's recommendation to the City Council on November 12, 2025. The P&Z meeting video can be viewed by copying/pasting the following URL link: <https://www.angleton.tx.us/445/Meeting-Videos>

Recommended Action:

The City Council should vote to approve the Ordinance zoning the 26.084 acres for the TNMP/CenterPoint White Oak Substation to C-G, Commercial General District with an SUP Overlay (Substation) for property located adjacent and north of 3343 E Mulberry St./ HWY. 35, Angleton, TX.

ORDINANCE NO. 20251112-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ASSIGNING A C-G, COMMERCIAL GENERAL DISTRICT ZONING DISTRICT WITH A SPECIFIC USE PERMIT OVERLAY, FOR THE WHITE OAK POWER DISTRIBUTION SUBSTATION ON A 26.084 ACRE SITE, LOCATED NORTH OF 3343 E. MULBERRY ST/HWY 35, ANGLETON, TX 77515, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR REPEAL AND EFFECTIVE DATE, AND FINDINGS OF FACT.

WHEREAS, the City of Angleton, Texas is granted implied powers under the Texas Local Government Code, Section 51.001 and may adopt, publish, amend or repeal an ordinance and adopt ordinances that are for the good government, peace, or order of the municipality and necessary for carrying out a power granted by law to the City of Angleton, Texas; and

WHEREAS, the City of Angleton, Texas may adopt or maintain an ordinance only if the ordinance is consistent with the laws of Texas as set out in Section 51.002 Texas Local Government Code; and

WHEREAS, on November 6, 2025, the City of Angleton Planning & Zoning Commission held a public hearing and approved the Commercial-General (C-G) Zoning District with a Specific Use Permit (SUP) Overlay, submitted by Texas New Mexico Power Company and CenterPoint, for the Electrical Power Distribution Substations, and

WHEREAS, on November 6, 2025, 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 electrical power distribution substations; and

WHEREAS, on November 12, 2025, 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 electrical power distribution substations; 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, for the two electrical power distribution substations, located north of 3343 E. Mulberry St./SH 35, Angleton, TX, as depicted on Exhibits A, B, and C attached; and

WHEREAS, the City Council desires to grant the C-G, Commercial General Zoning District with a Specific Use Permit (SUP) submitted by Texas New Mexico Power Company and CenterPoint, located north of 3343 E. Mulberry St./SH 35, Angleton, TX., for the two electrical power distribution substations, with the conditions set forth below.

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

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

Section 2. City Council approves the Specific Use Permit in accordance with City of Angleton Code of Ordinances Sec. 28-63 Specific Use Permits (SUP), and adopts the recommendation with conditions made by the Planning & Zoning Commission as follows:

- A. That the sound level emitted from the electrical power distribution substations shall be no louder than the ambient noise level prior to the installation of the project at 100 feet outside of the parcel boundary.
- B. That the photometric lighting shall remain at a maximum level of 0 ft. candles at the property lines abutting any residential districts.
- C. That a perimeter fence, minimum height of 6 ft. be installed around the property for security and safety purposes.
- D. As this facility is not staffed, a minimum of one (1) parking space shall be maintained to accommodate vehicles used for routine maintenance or other infrequent replacements or repairs.
- E. Signage depicting emergency contacts shall be maintained on the subject site.
- F. Sidewalks shall be constructed in compliance with the city's Code of Ordinances Subdivision Ordinance and Infrastructure Design Standards.
- G. A minimum width of 15 feet staggered landscaped buffer shall be installed and maintained along all property lines abutting residential dwellings or uses.
- H. The applicant must satisfy building permit requirements including driveway and fencing as required by City and other referral agencies.

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

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

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

Section 6. Effective date. That this Ordinance shall be effective and in full force immediately upon its adoption.

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

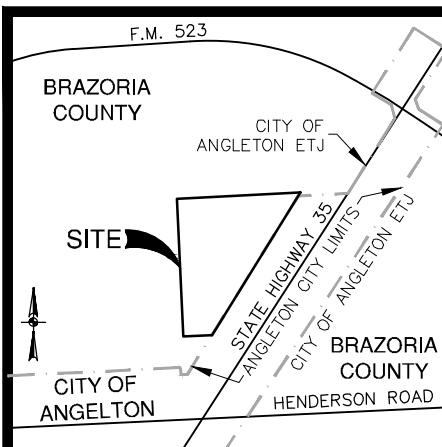
PASSED, APPROVED AND ADOPTED THIS 9TH DAY OF DECEMBER 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary



LEGEND:

D.R. DEED RECORDS OF BRAZORIA COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 41381-00 BY PAPE-DAWSON.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. DISTANCES ARE SHOWN IN U.S. SURVEY FEET.

ADJOINER LIST:

- ② 7.56 ACRES
TITAN TRAILS, LLC
DOC. 2013008639, O.P.R.

"This document was prepared under 22TAC138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

PAPE-DAWSON

2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

BRAZORIA COUNTY

154.6 ACRES
EMPTOR ANGLETON, LLC
DOC. 2020013621, O.P.R.

①

22.1088 ACRES
1269 DAYTON, LLC
DOC. 2022049373, O.P.R.

P.O.C.

Item 6.

N87°10'40"E 1285.90'

P.O.B.

S87°10'40"W 502.54'

CALLED 41.8759 ACRES
TEXAS NEW MEXICO
POWER COMPANY
DOC. 2023045431, O.P.R.

26.084 ACRES
(1,136,240 SQ. FT. MORE OR LESS)

①

N02°42'02"W 1436.58'

②

APPROXIMATE LOCATION
OF CITY OF ANGLETON ETJ
APPROXIMATE LOCATION OF
ANGLETON CITY LIMIT LINE

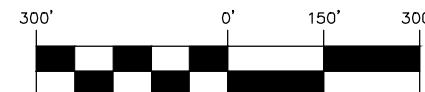
CITY OF
ANGLETON

S31°49'49"W 1746.35'

STATE HIGHWAY 35
(R.O.W. - 120')

S87°10'37"W
295.98'

3.76 ACRES
ANGLETON COLUMBUS CLUB
VOL. 896, PG. 715, D.R.



SCALE: 1" = 300'

ANNEXATION EXHIBIT A

2025

SHEET 1 OF 1
JOB No.: 41381-00

EXHIBIT B**METES AND BOUNDS DESCRIPTION
FOR**

A 26.084 acre or 1,136,240 square feet, more or less, tract of land, being a portion out of that called 41.8759 acre tract described in a Deed to Texas New Mexico Power Company, recorded in Document 2023045431 of the Official Public Records of Brazoria County, Texas, out of the Theodore S. Lee Survey, Abstract 318. Said 26.084 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING at a point on the northwest right-of-way line of State Highway 35 (R.O.W.-120'), the southeast corner of a called 22.1088 acre tract of land described in Document 2022049373 of the Official Public Records of Brazoria County, Texas, the northeast corner of said 41.8759 acre tract;

THENCE: South 87°10'40" West, departing said northwest right-of-way line of State Highway 35, coincident with the common line of the 41.8759 acre tract and said 22.4088 acre tract, a distance of 502.54 feet to the POINT OF BEGINNING, the northeast corner of this tract;

THENCE: South 31°49'49" West, over and across said 41.8759 acre tract, a distance of 1,746.35 feet to a point on the north line of a called 3.76 acre tract of land described in Volume 896, Page 715 of the Deed Records of Brazoria County, Texas, the southeast corner of this tract;

THENCE: South 87°10'37" West, coincident with the common line of the 41.8759 acre tract and said 3.76 acre tract, a distance of 295.98 feet to a point on the east line of a called 7.56 acre tract of land described in Document 2013008639 of the Official Public Records of Brazoria County, Texas, the southwest corner of this tract;

THENCE: North 02°42'02" West, coincident with the west line of the 41.8759 acre tract, the east lines of said 7.56 acre tract and a called 154.6 acre tract of land described in Document 2020013621 of the Official Public Records of Brazoria County, Texas, a distance of 1436.58 feet to a point, the northwest corner of this tract;

THENCE: North 87°10'40" East, continuing coincident with the common line between the 41.8759 acre tract and said 154.6 acre tract, a distance of 1,285.90 feet to the POINT OF BEGINNING, and containing 26.084 acres (1,136,240 square feet) in Brazoria County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 0.99987001.

Note: An exhibit of even date was prepared in conjunction with this property description.

PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
2000 NW Loop 410, San Antonio, Texas, 78213
210-375-9000
DATE: August 1, 2025
JOB NO. 41381-00
DOC. ID. N:\CIVIL\41381-00\Word\41381-00 FN 26.084 ACRE.docx



Brian D Lorentson

AFFIDAVIT OF PUBLICATION

The Brazosport Facts
720 S. Main St, Clute, TX 77531
(979) 237-0100

State of Florida, County of Orange, ss:

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Brazosport Facts, a daily newspaper of general circulation, printed and published in Brazoria County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Publication Dates:

- Oct 14, 2025

Notice ID: luw4m5L8r1qnMw61Xla0

Notice Name: TNMP Zoning

Publication Fee: \$232.59

Edmar Corachia

Agent

VERIFICATION

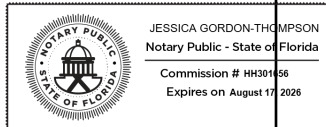
State of Florida
County of Orange

Signed or attested before me on this: 10/15/2025



Notary Public

Notarized remotely online using communication technology via Proof.



City of Angleton Notice of Hearing

Notice is hereby given that the Planning and Zoning Commission will conduct a Public Hearing on Thursday, November 6, 2025, at 12:00 PM, and the City Council of the City of Angleton, Texas, will conduct a public hearing on Wednesday, November 12, 2025, at 6:00 PM. The meeting will be held at Angleton City Hall in the City Council Chambers at 120 S. Chenango Street, Angleton, Texas 77515. At the meeting, the following hearing will be held:

Conduct a public hearing, discussion, and possible action on an Ordinance Zoning approximately 26.084 acres out of 41.876 acres to Commercial General (C-G) TNMP Company for property (White Oak Substation) located adjacent and north of 3343 E Mulberry St/ HWY 35, Angleton, TX 77515.

The meeting agenda and agenda packet will be posted online at <https://angleton-tx.municodem meetings.com/> . The public will have the opportunity to offer comments on each agenda item by registering prior to the meeting.

For more information regarding this request, please contact Otis T. Spriggs, AICP, Development Services Director by email at ospriggs@angleton.tx.us or by phone at (979) 849-4364 x-2108 or Grace Garcia, Development Coordinator by email at ggarcia@angleton.tx.us or by phone at (979) 849-4364 x-2120.

**DEVELOPMENT INFORMATION**

Project Name/Address/Location: TNMP-White Oak Substation Acreage: 26.084
 Brief Description of Project: TNMP electric substation
 Is property platted? ☐ No ☒ Yes Subdivision name: Oliver and Barrows No. of Lots: 3
 Recordation #: _____ Parcel(s) Tax ID#: 168906
 Existing Use: N/A Proposed Use: Electric substation
 Current Zoning: None Proposed Zoning: Commercial-General
 Occupancy Type: N/A Sq. Ft: N/A Bed #: N/A Bath #: N/A Car Garage #: N/A
 Water System ☒ Well ☐ Public Flood Zone: ☐ Yes ☒ No Sewer System: ☒ Septic ☐ Public

PROPERTY OWNER INFORMATION

Owner: Texas New Mexico Power Contact Name: Chris Gerety
 Address: _____ City/State/ZIP: Texas City, TX 77590
 Phone: _____ Email: _____

APPLICANT INFORMATION

Applicant/Developer: Pape-Dawson Engineers Contact Name: Katie Powell
 Address: _____ City/State/ZIP: Houston, TX 77042
 Phone: _____ Email: _____

KEY CONTACT INFORMATION

Name of the Individual: David Griffith Contact Name: _____
 Address: _____ City/State/ZIP: _____
 Phone: _____ Email: _____

SIGNATURE OF PROPERTY OWNER OR APPLICANT (SIGN AND PRINT OR TYPE NAME)

Signature: [Signature] Date: 9/30/25
 (Signed letter of authorization required if the application is signed by someone other than the property owner)

*******OFFICE USE ONLY*******

DATE REC'D _____ BY _____

FEES PAID: _____

APPROVED BY: _____ DATE APPROVED: _____

APPLICATION/PERMIT NO: _____ EXP DATE: _____

Applications shall be processed based on the City's official submission dates. When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda.

Application Fee Base fee: \$1000.00 + \$25.00/each zone - 0 to 5 acres. For Planned Unit Developments or Special Districts see additional deposit fees required on the Master Fee schedule.

TYPE OF APPLICATION Please check appropriate box below:**Landuse, Policy, and Site Development**

- ☐ Annexation
☒ Rezoning/ FLUM Amendment
☐ Specific Use Permit
☐ Planned Development (PD)
☐ Amending Minor and Major Plat
☐ Minor Consolidation Plat
☐ Development Plat
☐ Concept Plan
☐ Preliminary Plat
☐ Final Plat
☐ Replat
☐ Construction Plans
☐ Special Exception
☐ Floodplain Development Permit
☐ Variance/Appeal
☐ On-Site Sewage Facility Permit (OSSF)
☐ Certificate of Occupancy (CO)
☐ Grading/Clearing Permit
☐ Site Development Permit/ Site Plan Review

Interpretations/Verifications/Text Amendments

- ☐ Comprehensive Plan Amendment (Text)
☐ Land Development Code (LDC)/Zoning Text Amendment
☐ Vested Rights Verification Letter
☐ Letter of Regulatory Compliance
☐ Zoning Verification
☐ Letter/Written Interpretation
☐ Legal Lot Verification

Other Permits/Licenses/Registration

- ☐ Commercial -New/Remodel/Addition
☐ Residential Building Permit 1 & 2 Family
 (New, Remodel, Addition, Patio Cover, Carport, Foundation Repair, House Leveling, Windows, New Mobile Home, Siding, Storage Building permits, Re-roof)
☐ Miscellaneous
☐ Fence
☐ Solar Panels
☐ Swimming Pool
☐ Demolition or Move
☐ Backflow/Irrigation
☐ Flatwork
☐ Electrical Permit
☐ Plumbing Permit
☐ Mechanical Permit
☐ Sign Permit
☐ Garage Sale Permit
☐ Master/ Common Signage Plan
☐ Fire Prevention Permit Form
☐ Right-of-Way Construction
☐ Pipeline Permit
☐ Drainage Pipe/Culvert Permit
☐ Roadside Banner Permit
☐ Mobile Home Park Registration
☐ Game Room Permit Form
☐ Grooming Facility License
☐ Alcohol permit
☐ Health Permit
☐ Temporary Health Permit
☐ Alarm Permit



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 9, 2025

PREPARED BY: Barbara Simmons

AGENDA CONTENT: Update and discussion on the vacant positions on boards and commissions.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

There are currently vacancies on Board of Adjustment, Angleton Better Living Corporation, and Planning and Zoning Commission.

- Board of Adjustment has 2 vacancies for their alternate positions. Alternate Position 1 is to complete a 2-year term to expire October 2026, and Alternate Position 2 is for a 2-year term to expire October 2027 that meets on the third Thursday of every month, as needed only, at 12PM
- Angleton Better Living Corporation Position 4 is vacant for a 2-year term to expire in October 2027 and meet on the third Monday of each month, at 5PM.
- Planning and Zoning Commission Position 2 is vacant for a 2-year term to expire in October 2027 and meet on the first Thursday of the month, at 12PM.

Boards and Commission members are appointed/reappointed every October. The application to apply is available on the city website year-round and held on file for 2 years to be considered for any available vacancies.

Information on each board and the application can be found on the city website.

[Boards and Commissions | Municode Portal](#)

RECOMMENDATION:

N/A



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 9, 2025

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20251209-008 designating one (1) representative to serve on the Brazoria County Joint Airport Zoning Board; providing for repeal; and providing for an effective date.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Council is requested to appoint a LBX Airport Zoning Board member representing Angleton. The zoning board charter specifies that the board is composed of two members appointed by the City of Angleton, two members appointed by the City of Lake Jackson, and two members appointed by Brazoria County. Ideally these members will all have familiarity with the county and general airport operations and be biased towards responsible development.

Angleton is currently represented by Mark Soileau who is an active aircraft owner/pilot and owns/operates Soileau's Tire Pros in Angleton and the second board member was Jason Perez as the mayor during the time of appointment. The new appointment will replace Jason Perez.

Stephen Seth of the board has recommended Carl Baker as a potential candidate who is another lifelong county resident, aircraft owner and pilot, and resides in Angleton. In the past City of Angleton managers held this position who were effective and brought city development knowledge to the board.

A new Angleton Airport Zoning board member is being requested to be appointed before the next meeting being planned for early January.

RECOMMENDATION:

Make an appointment to the Angleton Airport Zoning Board.

RESOLUTION NO. 20251209-008

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS DESIGNATING ONE (1) REPRESENTATIVE TO SERVE ON THE BRAZORIA COUNTY JOINT AIRPORT ZONING BOARD; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Carl Baker is hereby designated as a Representative to the Brazoria County Joint Airport Zoning Board.

SECTION 2. The Aviation Director of the Texas Gulf Coast Regional Airport be notified of the designation of the hereinabove named representative.

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 AND APPROVED THIS THE 9TH DAY OF DECEMBER 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary

CITY OF ANGLETON, TEXAS BOARDS & COMMISSIONS
APPLICATION



First Name *	Carl		
Last Name *	Baker		
Address *	Street Address	[REDACTED]	
	Address Line 2		
	City	State / Province / Region	
	Angleton	TX	
	Postal / Zip Code	Country	
	77515	United States	
Email *	[REDACTED]		
Phone Number *	[REDACTED]		
	Ex: 555-555-5555		
Employer *	Shell Chemicals LP		
Occupation *	Engineer		
Business Address *	Street Address	[REDACTED]	
	Address Line 2		
	City	State / Province / Region	
	Angleton	TX	
	Postal / Zip Code	Country	
	77515	United States	
Position *	LBX Airport Joint Zoning Board		

Resident *

How long have you been a resident of Angleton?

2 Years

Qualified Voter *

Are you a qualified voter of the City of Angleton?

☒ Yes ☐ No

Background *

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

Carl Baker earned a degree in Mechanical Engineering from Texas A&M University in 1981 and has been a registered professional engineer since 1985. He joined Dow Chemical in July 1981 in the Maintenance Technical Services Group doing design, troubleshooting and maintenance of turbo machinery. In 1987 he joined the Technical Services and Development group for Magnesium Products where he was instrumental in driving the growth of magnesium alloy usage in the automotive industry globally. In 1993 he joined the Chlor/Alkali Research and Development group where he led the development of Dow's membrane cell technology for production of chlorine and caustic. In 1999 he joined the Polyolefin's Technical Service and Development group where he developed applications for Ethylene Styrene Copolymers. He joined the Polyethylene Pipe Development group in June 2002 where his responsibilities included HDPE, MDPE, and LLDPE pipe applications and the development of PE-RT technology for the North American market. He retired from Dow Chemical July 31, 2017 with over 36 years of service and joined Shell Polymers in August of the same year where he is responsible for all pipe applications. Carl holds leadership positions in several key industry organizations including the Plastic Pipe and Fittings Association, the American Society for Testing and Materials, the Society of Plastic Engineers, the Canadian Standards Association, and the Plastic Pipe Institute. He is currently the president and chairman of the board of directors for The Plastic Pipe & Fittings Association.

Intention *

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

I have a strong interest in aviation and as a citizen of Angleton I want to ensure that the airport that serves southern Brazoria county remains viable and that it exists in harmony with the cities and county that it serves.

File Upload

Currently Serving *

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

☐ Yes ☒ No

Angleton University
Attendance *

Have you ever attended Angleton University?

☐ Yes
☒ No

Community Activity *

Are you involved in any community activities?

☐ Yes ☒ No

Relatives *

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

☐ Yes ☒ No

Compensation *

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

☐ Yes ☒ No

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

Signature *



Date

11/25/2025

Office Use Only

Item 8.

Assigned Position

Position Appointed

Date Appointed

Term Starts

Term Expires

Application Desiree Henson

Reviewed by:

Application Review 12/1/2025

Date:



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 9, 2025

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

AGENDA CONTENT: Discussion and possible action on an agreement between Anchor Holdings MP, LLC and the City of Angleton, accepting the donation of a 2-acre parcel of land located on the east side of FM 521, approximately 1,400 ft. south of the intersection of CR 32/Ashland Boulevard, Brazoria County.

AGENDA ITEM SECTION: Regular Agenda Item.

BUDGETED AMOUNT: None **FUNDS REQUESTED:** None

FUND: None

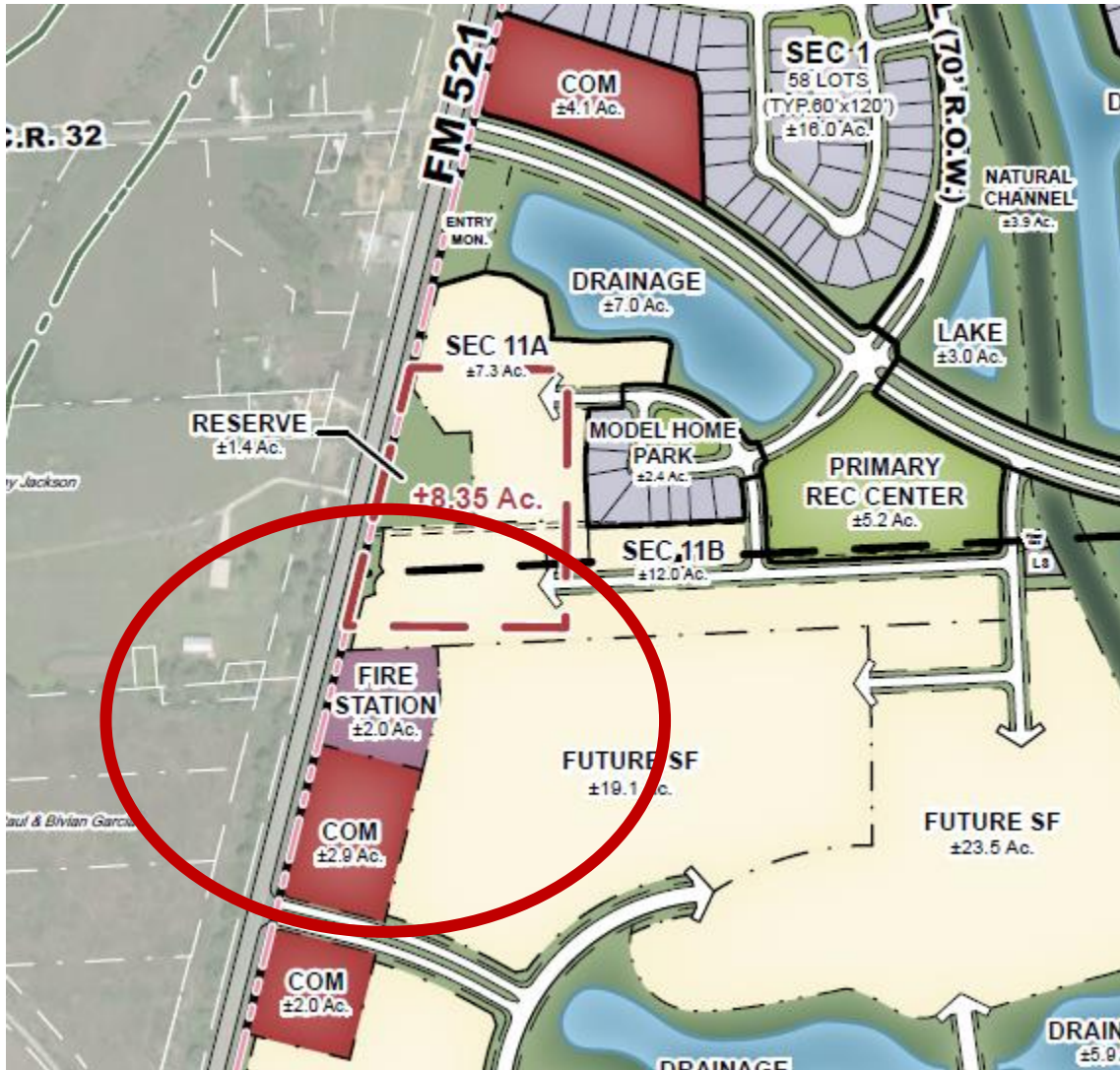
EXECUTIVE SUMMARY:

Ashland Development is part of a Strategic Partnership Agreement within MUD-82 (April 29, 2024), and also a Development Agreement executed with the City on June 6, 2023.

As agreed, the developer has prepared the special warranty deed which will satisfies the provisions set forth in Section 3.08 of the recorded Ashland Development Agreement below:

Section 3.08 Fire Protection Services. The Developer shall dedicate at no cost to the City of Angleton, or the entity designated with responsibility for fire protection a site for a fire station within the Tract. This Fire Station Site will be no less than 1.5 acres in size, at a mutually agreeable location to the Developer and the City or the fire protection entity. The site shall have off-site detention capacity available in the District's detention facilities. The City will not provide compensation for the donation of the site but will upon request, execute an IRS Form 8283 acknowledging the fair market value of the donation of land.

The location of the future fire station is depicted below as recommended by City Council along the FM 521 corridor adjacent to the commercial reserve.



LAND PLAN MAP: Fire Station Tract Location Shown

Recommendation: The City Council should approve the agreement accepting the Special Warranty Deed and authorizing the Mayor to execute the property acceptance.

DONATION AGREEMENT

This DONATION AGREEMENT (“Agreement”) for certain real property in the City of Angleton, Texas dated as of the 9th day of November 2025 (“Effective Date”), is made by and between **Anchor Holdings MP, LLC, and Wildrock Holdings LLC, the Developer of the Ashland Development**, hereinafter collectively referred to as “Donor”, and the **CITY OF ANGLETON**, a home-rule municipal corporation and political subdivision of the State, hereinafter referred to as “Donee.”

RECITALS

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor owns certain real property in Brazoria County, Texas described in Exhibit A (“Real property”).
- B. Donor desires to donate the real property to Donee, and Donee desires to accept from Donor the real property. Both parties agree that the Real property will be used by Donee in a manner that continues the public purpose of Donor, by making more recreational and athletic space available to support the educational and extracurricular programs of Donor.
- C. In consideration of the mutual promises set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Donor and Donee agree to be bound by the terms of this Agreement.

AGREEMENT

1. DEFINITIONS, INTERPRETATION AND EXHIBITS

- 1.1 Definitions. As used in this Agreement, these words or expressions have the following meanings:

“Agreement” has the meaning given in the introductory paragraph.

“Claim” means any claim, liability, loss, demand, damages, Lien, cause of action of any kind, obligation, costs, judgment, interest and award (including legal counsel fees and costs of litigation, if recoverable under applicable law, of the Person asserting the Claim), whether arising by law, contract, tort, voluntary settlement or otherwise.

“Closing” means the date Donor transfers title to Donee as set forth in Section 3.6.

“Deed” means the instrument by which Donor will transfer or convey the Real property to Donee, the form of which is attached.

“Dispute” means any dispute or controversy arising out of this Agreement, including a dispute or controversy regarding the existence, construction, validity, interpretation, enforceability, termination, or breach of this Agreement, whether based in contract, tort, or otherwise by rule, regulation, statute or common law.

“Donee” means the Person defined as Donee in the introductory paragraph of this Agreement.

“Donor” means the Person defined as Donor in the introductory paragraph of this Agreement.

“Due Diligence” means the Donee's investigation of the Real property and Property, including, the state of the title, the environmental conditions, the condition of the improvements located on the Real property, and any other due diligence and investigation deemed necessary or advisable by Donee during the Due Diligence Period.

“Due Diligence Period” means the time between the Effective Date and Closing during which the Donee may perform its Due Diligence.

“Effective Date” means the date/time defined as “Effective Date” in the introductory paragraph of this Agreement.

“Exhibit” means a document referred to in Section 1.3.

“Real property” has the meaning assigned to it in Recital A. above.

“Lien” means charge, encumbrance or similar right available to creditors at law to secure debts owed to them.

“Party” means Donee or Donor and “Parties” mean both of them.

“Person” means an individual, corporation, company, state, statutory corporation, partnership, trust, unincorporated organization, association, government entity or any other legal entity.

“Property” of a Person means property owned, leased or furnished by that Person or in which that Person has an economic interest.

“Released Party” or “Released Parties” means Donor or any of Donor's heirs, successors, assigns, partners, agents, trustees or other affiliates.

“Title Company” means Alamo Title.

1.2 **Interpretation.** As used in this Agreement, these words or expressions have the following meaning:

(A) The plural and singular words each include the other.

- (B) The word “or” is not exclusive.
- (C) The words “includes” and “including” are not limiting.
- (D) The headings in this Agreement are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Agreement.

1.3 Exhibits.

- (A) All of the Exhibits that are attached to this Agreement are an integral part of this Agreement and are incorporated by reference, including:
 - (1) Exhibit-A - Legal Description with Graphic depiction
 - (2) Exhibit-B – Special Warranty Deed
- (B) If a conflict exists between the body of this Agreement and the Exhibits, the body prevails to the extent of the conflict.

2. DONATION OF PROPERTY

- 2.1 **Grant.** For and in consideration of the mutual covenants and conditions contained in this Agreement, Donor agrees to donate to Donee and Donee agrees to accept from Donor, on the terms and conditions set forth herein, the Real property located in Brazoria County, State of Texas more fully described on Exhibit A - Legal Description and as graphically shown on Exhibit A-1, both attached to this Agreement, and any and all buildings and improvements, if any, located on said Real property; and all rights and privileges thereto, including all of Donor's right, title and interest, if any, in and to all easements and rights of way appurtenant to said Real property.
- 2.2 **PUBLIC PURPOSE. IN ACCEPTING THIS GRANT OF THE PROPERTY, GRANTEE EXPRESSLY AGREES TO USE THE PROPERTY FOR THE SPECIFIC PUBLIC PURPOSE OF DEVELOPING AND MAINTAINING RECREATIONAL AND ATHLETIC SPACE THAT BENEFITS THE PUBLIC INTEREST OF GRANTOR WITH SUBSTANTIAL CONSTRUCTION TO BEGIN ON OR BEFORE FIVE (5) YEARS FROM THE DATE OF THIS DEED, AND WHENEVER SUCH PROPERTY SHALL CEASE TO BE USED FOR SAID PUBLIC PURPOSE BY THE GRANTEE OR SUCH SUBSTANTIAL CONSTRUCTION DOES NOT BEGIN ON OR BEFORE THE BEFORE MENTIONED DATE, THEN AND THEREUPON GRANTEE'S INTEREST IN THE REAL PROPERTY, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, SECTION 272.001(L) WILL REVERT TO GRANTOR WITHOUT ANY NECESSITY FOR SUIT TO THE GRANTEE HEREIN, ITS SUCCESSORS OR ASSIGNS.**

3. CONSIDERATION

- 3.1 There shall be no monetary consideration payable by Donee to Donor for the donation of the Real property. Donee's consideration for receiving the Real property shall be Donee's release of the Donor as set forth in Section 4 and agreement to other terms of this Agreement.
- 3.2 **Taxes and Assessments.** The City of Angleton is a tax exempt governmental entities and no property taxes shall be due on the property, provided that Donee shall be responsible for any taxes, if any, that are assessed for the period following the exchange of the Real property, including any rollback taxes for any change in use.
- 3.3 **Recordation.** Donee will be responsible for the filing and recording the Deed, conveyances, or other instruments required to convey title of the Real property to Donee, and Donee will bear all required documentary, filing and recording fees and expenses incurred in connection with same.
- 3.4 **Due Diligence.** Within the Due Diligence Period, in its sole discretion, Donee will have the opportunity to conduct Due Diligence and inspect the Real property and Property to determine if it is suitable for the Donee's use. Upon execution of this Agreement, Donor hereby grants Donee and its designated representatives the continual right to access and enter the Real property for purposes of its inspection and Due Diligence, including, without limitation, conducting a new survey, soil tests, environmental and engineering studies, asbestos inspections, antiquities studies, topographical surveys, and any such other tests and studies as Donee deems necessary to determine the suitability of the Real property and Property for Donee's purposes. **DURING THE DUE DILIGENCE PERIOD, DONEE IN ITS SOLE DISCRETION MAY TERMINATE THIS AGREEMENT FOR ANY REASON OR NO REASON AT ALL WITHOUT PENALTY OR BEING IN BREACH OF THIS AGREEMENT.**
- 3.5 **Closing; Transfer of Real property by Donee.** Unless this Agreement is terminated by Donee during the Due Diligence Period, Closing of this transaction will take place in the offices of the Title Company or otherwise as the Parties may agree, on or before ninety (90) days from the Effective Date. At Closing, Donor will cooperate with Donee and the Title Company in executing documents as may be required or requested by the Title Company, including a closing statement and affidavits of debts and liens and possession, to issue a title policy to Donee for the Real property. Donee shall pay the premium for any Title Policy and all other closing expenses and title company charges (e.g., escrow fees, tax certificates, etc.) associated with the transfer of the property.

4. CLAIMS, LIABILITIES, ABSENCE OF WARRANTIES, AND RELEASES

- 4.1 **DONEE ACQUIRING REAL PROPERTY IN "AS IS" CONDITION. DONEE IS ACQUIRING THE REAL PROPERTY IN AN "AS IS AND WHERE IS" CONDITION, AND DONOR IS NOT RESPONSIBLE FOR**

THE REMOVAL OF, OR ANY LIABILITY RESULTING FROM, THE EXISTENCE OF ANY KNOWN OR UNKNOWN FIXTURES, EQUIPMENT, CHEMICALS, OR OTHER SUBSTANCES ON OR UNDER THE REAL PROPERTY. TO THE EXTENT PERMITTED BY LAW, DONEE RELEASES DONOR FROM RESPONSIBILITY FOR THE PRESENCE OF HYDROCARBONS, NORM, ASBESTOS, AND OTHER SUBSTANCES, POLLUTANTS, OR CONTAMINANTS, KNOWN AND UNKNOWN, ON OR ASSOCIATED WITH THE REAL PROPERTY. This provision will survive the Closing.

- 4.2 **Donee's Environmental Review.** Donee may, at Donee's expense, perform an environmental review of the Real property as part of its Due Diligence and Donor agrees to give Donee reasonable access to the Real property, for such purpose. Donee shall complete its environmental review of the Property on or before the end of the Due Diligence Period.

5. GOVERNING LAW. RESOLUTION OF DISPUTES

- 5.1 **Governing Law.** This Agreement is governed by and interpreted under the laws of the State of Texas, without regard to its choice of law rules.
- 5.2 **Resolution of Disputes.** If any Dispute cannot be settled by direct negotiations within 30 Days, either Party may initiate mediation. If the Parties fail to settle the Dispute within thirty (30) Days of notice of mediation, either Party may initiate litigation, provided that nothing herein shall limit a Party's ability to pursue litigation as they deem appropriate to protect their rights and interests.

6. NOTICES, REPRESENTATIVES AND CONTACT INFORMATION

- 6.1 **Notices.** All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested; by courier; by telephonic facsimile; or by electronic transmission and shall be deemed to be delivered (i) upon first attempted delivery if sent by mail or by courier, and (ii) upon transmittal if sent by telephonic facsimile or electronic mail. All communications pertaining to this Agreement or the transaction contemplated by this Agreement between the Parties or any third party to this transaction may be by electronic mail. Donor's and Donee's respective addresses for purposes of this Agreement, and to which all notices required hereunder shall be sent, are as follows:

If to the Donee: City of Angleton
Attn: Guadalupe Valdez, Acting City Manager
121 S Velasco
Angleton, Texas 77515
Email: lvaldez@angletonpd.net

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

Email: Grady@jgradyrandlepc.com
(attorney for Donee)

If to the Donor: Wildrock Holdings, LLC, a
Delaware limited liability company
Attn: Mark Janik
101 Parklane Boulevard, Suite 102
Sugar Land, Texas 77478
Email: mark@ashtongraydev.com

With copy to: Muller Law Group,
Attn: Marcus Spencer
202 Century Square Blvd.
Sugar Land, Texas 77478
Email: mark@mullerlawgroup.com
(attorney for Donor)

7. GENERAL PROVISIONS

- 7.1 **Entire Agreement.** This Agreement supersedes any prior agreement, oral or written, and contains the entire agreement between Donor and Donee as to the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- 7.2 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and which together will constitute one and the same instrument; provided that neither Party will be bound to this Agreement unless and until both Parties have executed a counterpart.
- 7.3 **Time.** Time is of the essence of this Agreement; provided, however, that if the date on which any action is required to be taken hereunder shall fall on a day on which the party to perform is not open for business, such action shall be taken on the next business day on which it is open for business.
- 7.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.
- 7.5 **Immunity.** No party, by entering into this Agreement, shall waive immunity from suit.

[Signatures on following page]

The parties have executed this Agreement in duplicate as evidenced by the following signatures of authorized representatives of the parties:

DONOR:
Wildrock
Holdings, LLC, a
Delaware limited
liability company

DONEE:
CITY OF ANGLETON

Mark Janik
Vice President-Land Development
Ashton Grey Development

John Wright, Mayor

EXHIBIT A- LEGAL DESCRIPTION

Ashland Fire Station
2.00 Acres

Shubael Marsh Survey
Abstract No. 82

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a certain 2.00 acre tract of land situated in the Shubael Marsh Survey, Abstract No. 82 in Brazoria County, Texas, being out of a called 165.94 acre tract of land (Tract 2) conveyed to Wildrock Holdings, LLC by Special Warranty Deed recorded in Clerk's File No. 2022002351 and a called 1.943 acre tract of land conveyed to Wildrock Holdings, LLC by Special Warranty Deed recorded in Instrument No. 2024009600, both of the Official Public Records of Brazoria County (OPRBC); said 2.00 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

BEGINNING at a found 5/8-inch iron rod (with cap stamped "Quiddity Engineering Property Corner") at the northwest corner of said called 1.943 acre tract, being common with a northwesterly corner of said called 165.94 acre tract, and being in the east right-of-way line of FM 521 Highway (called 100-foot wide right-of-way), dedication of which is recorded in Volume P, Page 201 of the Commissioner Court Records of Brazoria County (CCRBC), from which a found 5/8-inch iron rod (with cap stamped "Quiddity Engineering Property Corner") bears North 14°05'31" East, 70.37 feet;

THENCE, North 87°21'22" East, along the north line of said called 1.943 acre tract, 264.26 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Engineering Property Corner") for corner;

THENCE, South 02°55'13" East, 145.84 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Engineering Property Corner") for corner;

THENCE, South 14°02'16" West, 197.70 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Engineering Property Corner") for corner;

THENCE, North 75°55'36" West, 295.92 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity Engineering Property Corner") for corner in the east right-of-way line of said FM Highway 521, being common with a westerly line of said called 165.94 acre tract, from which a found concrete monument bears South 14°05'31" West, 764.66 feet;

THENCE, North 14°05'31" West, along said common line, 261.15 feet to the **POINT OF BEGINNING**, **CONTAINING 2.00 acres** of land in Brazoria County, Texas, as shown on Drawing No. 20467B in the office of Quiddity Engineering in Bellaire, Texas.

Quiddity Engineering, LLC
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 10046100

Acting By/Through Steven Jares
Registered Professional Land Surveyor
No. 5317
Sjares@quiddity.com



Page 1 of 1

K:\28856\28856-0900-24 2024 General Consultation (BCMUD 82)\Survey\FIRE STATION\Legal Description\20467B - 2.00 Ac Fire Station M&B.docx

Ashland 20467B - 2.00 Ac Fire Station Tract

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**EXHIBIT B: SPECIAL WARRANTY DEED
(Fire Station Tract: 2.00 acres)**

Effective Date:

_____, 2025

Grantor:

Wildrock Holdings, LLC, a Delaware limited liability company

Grantor Mailing Address:

101 Parklane Boulevard, Suite 102
Sugar Land, Texas 77478

Grantee:

(ENTITY DESIGNATED WITH RESPONSIBILITY FOR FIRE PROTECTION)

Grantee's Mailing Address:

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Property (including any improvements):

That certain tract land containing 2.00 acres, located in Brazoria County, Texas, more particularly described by metes and bounds description attached hereto shown in **Exhibit A** and incorporated herein for all purposes ("Property").

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. However, Grantor, for

Ashland 20467B - 2.00 Ac Fire Station Tract

itself and on behalf of its successors and assigns, hereby waives and releases all rights of ingress and egress to and from the surface of the Property relating to the mineral estate reserved by Grantor.

Exceptions to Warranty:

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Property and appearing of record in the Official Public Records of Brazoria County, Texas, to the extent the same are in effect and validly enforceable against the Property ("Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the exercise of Grantee's rights in the Property and use of the Property.

Grant of Property:

Grantor, for the Consideration and subject to the reversionary interest and Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys and does hereby grant, sell, and convey to Grantee and Grantee's heirs, successors, and assigns the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from Conveyance and Exceptions to Warranty. Further, this Grant of Property is done WITH THE EXPRESS CONDITION SUBSEQUENT that Grantee, or its successors and assigns, shall commence construction of a fire station upon the Property within ten (10) years from the date of this conveyance. If Grantee, or its successors and assigns, fails to commence such construction within said ten (10) year period, Grantor shall have the right to send notice to Grantee of Grantee's failure to commence construction within the time prescribed. Within sixty (60) days of Grantee's receipt of Grantor's notice, Grantee shall execute and deliver any and all instruments necessary to convey the Property to Grantor.

When context requires, singular nouns and pronouns include the plural.█

[Execution page follows.]

The individual signing this instrument on behalf of Grantor represents that it has the requisite authority to bind Grantor.

EXECUTED on _____, 2025, to be effective as of the Effective Date.

GRANTOR:

WILDROCK HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2025, by _____, _____ of Wildrock Holdings, LLC, a Delaware limited liability company, on behalf of said entity.

(NOTARY SEAL)

Notary Public, State of

Attachment: Description of Property – 2.00 acre Fire Station Tract

Ashland 20467B - 2.00 Ac Fire Station Tract

Ashland 20467B - 2.00 Ac Fire Station Tract

General Notes:

- 1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
- 2. A Metes and Bounds description of this tract is available in the offices of Quiddity Engineering in Bellaire, Texas.
- 3. Improvements and Easements are not shown hereon.

NORTH
SCALE: 1" = 100'

LEGEND

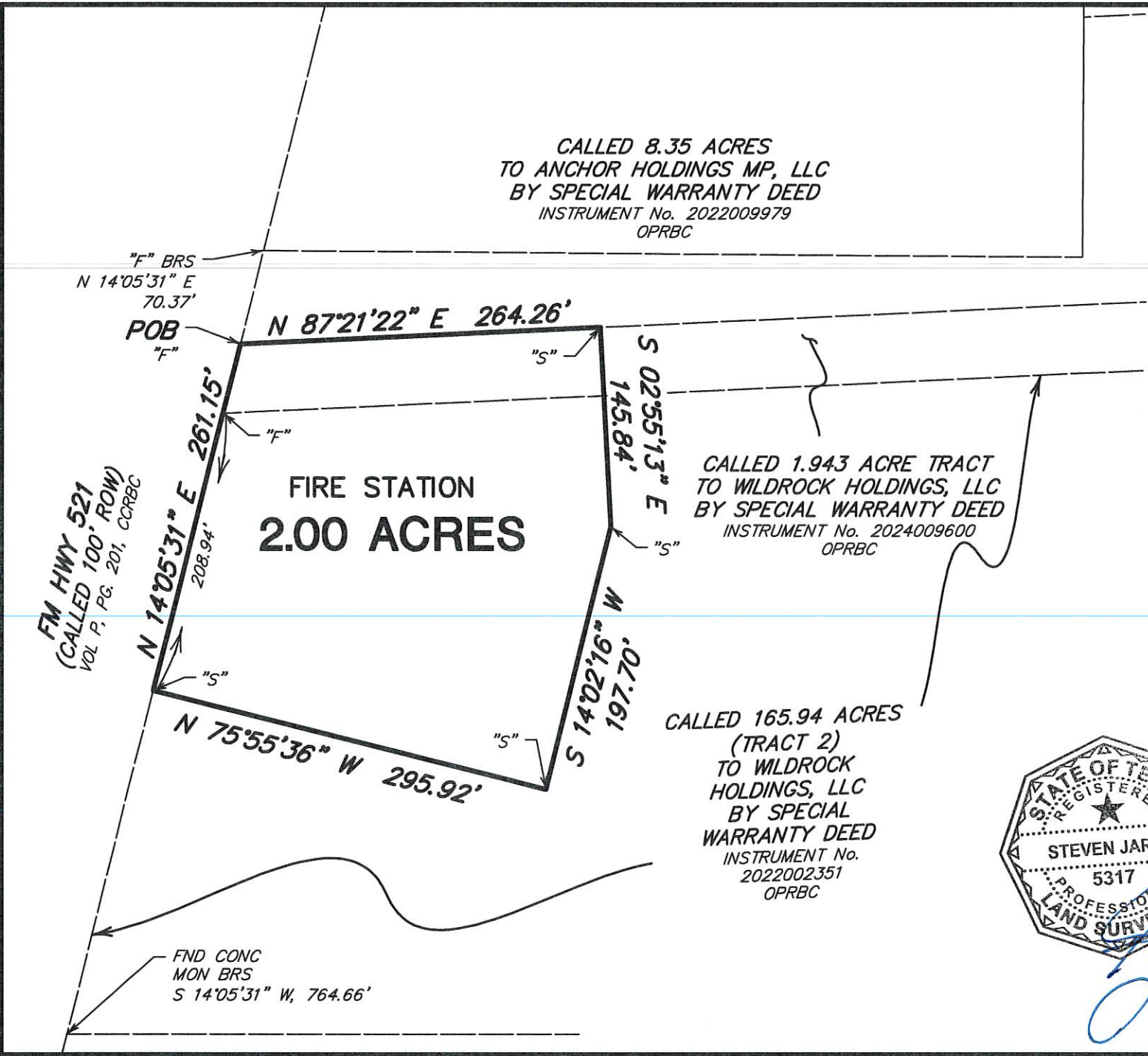
CCRBC	COMMISSIONER COURT RECORDS OF BRAZORIA COUNTY
OPRBC	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
CONC	CONCRETE
"F"	FOUND 5/8-INCH IRON ROD (WITH CAP STAMPED "QUIDDITY ENG PROPERTY CORNER")
FND	FOUND
IR	IRON ROD
MON	MONUMENT
No.	NUMBER
POB	POINT OF BEGINNING
ROW	RIGHT-OF-WAY
"S"	SET 5/8-INCH IRON ROD (WITH CAP STAMPED "QUIDDITY ENG PROPERTY CORNER")

EXHIBIT
OF THE
ASHLAND FIRE STATION TRACT
BEING
2.00 ACRES
OUT OF THE
SHUBAEL MARSH SURVEY, A-82
BRAZORIA COUNTY, TEXAS
JUNE 2025



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337





AGENDA ITEM SUMMARY FORM

MEETING DATE: December 9, 2025

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

AGENDA CONTENT: Discussion and possible action on a request for the City of Angleton's consent to the MUD District Boundary, as part of the Strategic Partnership Agreement, for a petition adding a 4.90 acre tract and a 1.943 acre tract into the MUD 82 District situated in the City's ETJ, and part of the Ashland Development, located along SH288 and east of the FM 521 corridor.

AGENDA ITEM SECTION: Regular Agenda Item.

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

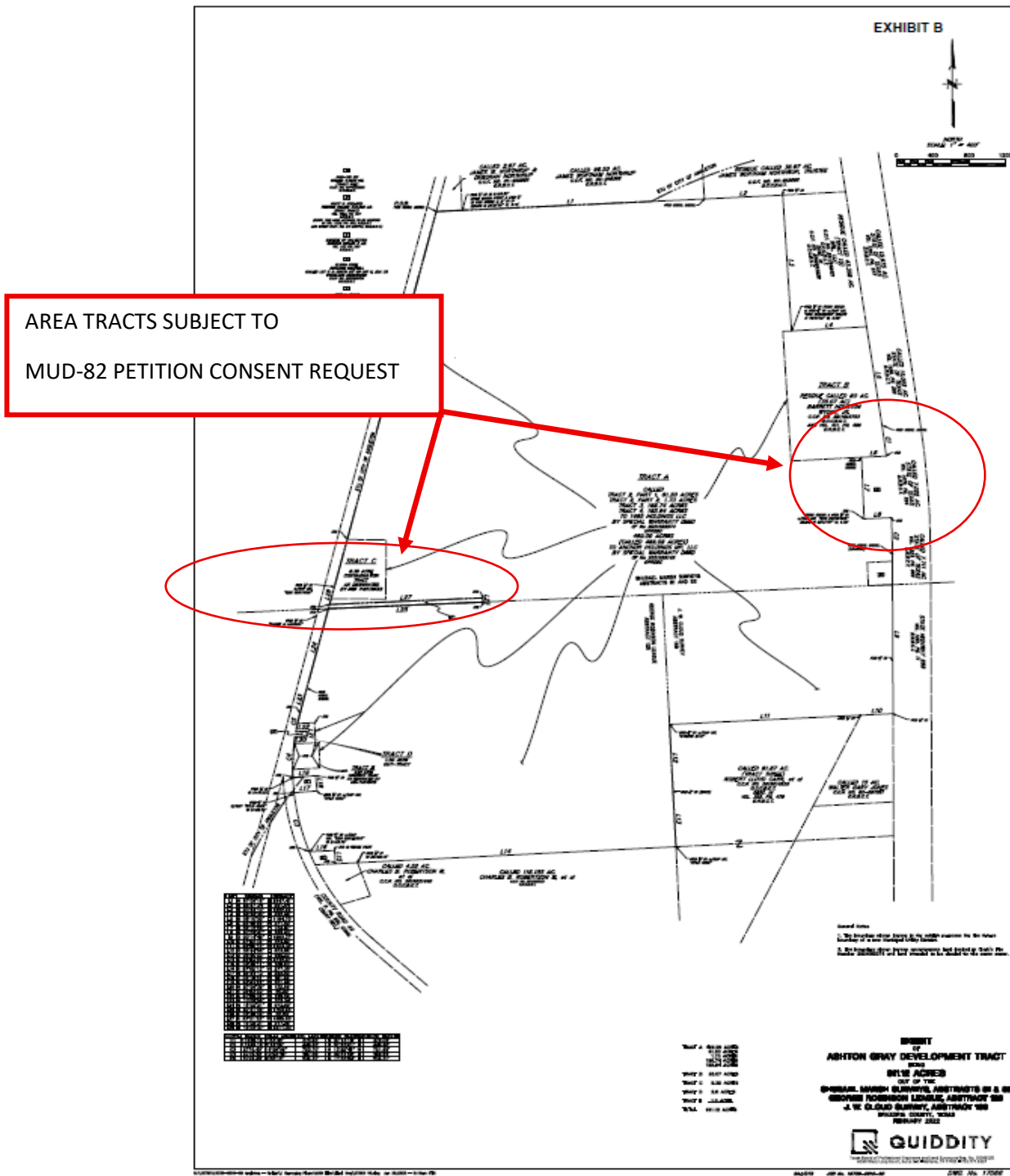
FUND: None

EXECUTIVE SUMMARY:

Ashland Development is part of a Strategic Partnership Agreement within MUD-82 (April 29, 2024), and also a Development Agreement executed with the City on June 6, 2023.

The attorney for the MUD-82 is requesting the City of Angleton's consent, as part of the Strategic Partnership Agreement, for a petition adding a 4.90 acre tract and a 1.943 acre tract into the MUD 82 District situated in the City's ETJ, and part of the Ashland Development, located along SH288 at the future Ashland Boulevard corridor as provided in the SPA Agreement excerpt below:

f. "District Boundaries" means the boundaries of the District as they currently exist, including property heretofore annexed, as well as property that may hereafter be annexed by the District with the City's consent, such current boundaries being more particularly described in Exhibit "A" and depicted on Exhibit "B" attached to this Agreement



MUD 82 Boundary Tract Location Map

Recommendation: The City Council should consent to the boundary change petition.

MULLER
LAW GROUP

A PROFESSIONAL LIMITED LIABILITY COMPANY

202 Century Square Blvd. | Sugar Land, TX 77478 | 281.500.6050

Direct Line: 281-500-9466
Direct Fax: (281) 277-8207

desiree@mullerlawgroup.com

Desiree Parrish
Legal Assistant

Item 10.

November 20, 2025

Via FedEx

Mr. Otis Spriggs
Director of Development Services/City Planner
City of Angleton
121 S. Velasco
Angleton, Texas 77515
979-849-4364, ext. 2108

Re: City Consent to the Proposed Addition of Land to Brazoria County Municipal Utility District
No. 82

Dear Ms. Spriggs:

Enclosed please find one original Petition for Consent to Annex Land into Brazoria County Municipal Utility District No. 82 ("Petition") for the proposed annexation of a 4.9 acre tract and a 1.943 acre tract.

Please add consideration of the Petition to the agenda for the December 9, 2025, City Council meeting. If approved, please send me four (4) certified copies of the signed City Resolution/Ordinance.

If you have any questions, please contact me at the information listed above. Thank you for your attention to this matter.

Sincerely,



Desiree Parrish

Enclosure

PETITION FOR CONSENT TO ANNEX LAND INTO
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 82

STATE OF TEXAS

COUNTY OF BRAZORIA

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ANGLETON,
TEXAS:

Brazoria County Municipal Utility District No. 82 and Anchor Holdings MP LLC (collectively, the “Petitioner”), acting pursuant to the provisions of Chapters 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the City of Angleton, Texas, (the “City”) for its written consent to the annexation by the District of the 4.9 acre tract of land described by metes and bounds in **Exhibit A** and the 1.943 acre tract of land described by the metes and bounds in **Exhibit B** (collectively, the “Land”), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on May 23, 2021. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Appraisal District. Petitioner represents that there are no lienholders on the Land.

III.

The Land is situated wholly within Brazoria County, Texas. All of Land is within the extraterritorial jurisdiction (as such term is defined in Chapter 42, Texas Local Government Code, as amended) of the City of Angleton, Texas. No part of the Land is within the limits of any incorporated city, town, or village. All of the Land may properly be annexed into the District.

IV.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, a drainage and storm sewer system and a parks and recreational facilities system.

V.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing

environs of the City, is in close proximity to populous and developed sections of Brazoria County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, and it is not presently economically feasible for the Land to provide for such systems itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, and a parks and recreational facilities system, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VI.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities to serve the Land is \$500,000.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

(Execution pages follow.)

RESPECTFULLY SUBMITTED on November 20, 2025.

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 82,
a political subdivision of the State of Texas

By: 
Phil Martin, President

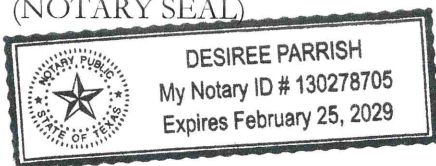


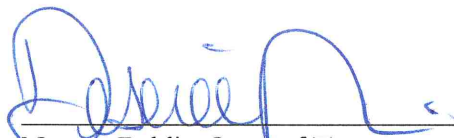
STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on November 20, 2025, by Phil Martin, as President of the Board of Directors of Brazoria County Municipal Utility District No. 82, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)





Notary Public, State of Texas

ANCHOR HOLDINGS MP LLC,
a Texas limited liability company

By: Anchor MP Manager, LLC,
a Texas limited liability company
its Manager

By: SVAG ASSET MANAGEMENT, LLC,
a Texas limited liability company,
its Manager

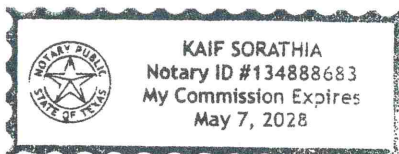
By: 
Sudharshan Vembutty, Manager

STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on 19th November, 2025, by Sudharshan Vembutty, Manager of SVAG Asset Management, LLC, a Texas limited liability company, Manager of Anchor Holdings MP Manager LLC, a Texas limited liability company, Manager of Anchor Holdings MP LLC, a Texas limited liability company, on behalf of said limited liability companies.

(NOTARY SEAL)




Notary Public, State of Texas

Attachment

Exhibit A - Legal Description of the Land

CERTIFICATE OF AUTHORITY

I, Sudharshan Vembutty, an authorized representative of Anchor Holdings MP LLC ("Landowner"), a Texas limited liability company, hereby certify that:

1. I am the Manager of the Landowner;
2. in such capacity I am authorized to execute any and all documents in connection with the development of land in Brazoria County Municipal Utility District No. 82 ("District"), including specifically, but not limited to, the creation of the District and any subsequent boundary changes and all action related thereto ("Documents");
3. the execution of the Documents is duly authorized and adopted in conformity with the Landowner's organizational documents; and
4. the District may rely on this Certificate of Authority until such time as they are notified that it has been revoked.


EXECUTED on the date acknowledged below.

LANDOWNER:

By: ANCHOR HOLDINGS MP LLC
a Texas limited liability company,

By: Anchor MP Manager, LLC,
a Texas limited liability company,
its Manager

By: SVAG ASSET MANAGEMENT LLC,
a Texas limited liability company,
its Manager

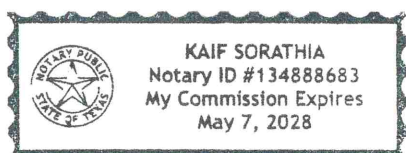
By: 
Sudharshan Vembutty, Manager

STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on 19th November, 2025, by Sudharshan Vembutty, Manager of SVAG Asset Management, LLC, a Texas limited liability company, manager of Anchor MP Manager, LLC, a Texas limited liability company, manager of Anchor Holdings MP LLC, a Texas limited liability company on behalf of said limited liability companies.

(NOTARY SEAL)




Notary Public, State of Texas

4.90 Acres

Shubael Marsh Surveys, Abstracts 81 & 82

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a 4.90 acre tract of land in the Shubael Marsh Surveys, Abstracts 81 & 82, Brazoria County, Texas, being that certain called 4.9560 acre tract (Tract One) recorded under County Clerk's File Number 96-036250, Office of the County Clerk, Brazoria County, Texas, said called 4.9560 acre tract being Reserve "E" of Beechwood Subdivision, according to map or plat thereof recorded in Volume 15, Page 289, Deed Records, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a 5/8 inch iron rod with cap marked "Jones | Carter" found in the westerly right-of-way line of State Highway 288 for the northeast corner of said Reserve "E", same being the southeast corner of the adjoining residue of a called 60 acre tract recorded under County Clerk's File Number 2011015753, Office of the County Clerk, Brazoria County, Texas, and Volume 411, Page 456, Deed Records, Brazoria County, Texas, for the northeast corner and **Place of Beginning** of the herein described tract, said point being in a non-tangent curve to the right;

Thence along said non-tangent curve to the right, being the westerly right-of-way line of State Highway 288, having a central angle of 03 degrees 46 minutes 20 seconds (called 03 degrees 45 minutes 34 seconds), a radius of 11,249.16 feet (called 11,249.16 feet), an arc length of 740.65 feet (called 738.12 feet), and a chord bearing South 04 degrees 23 minutes 18 seconds East, 740.51 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southeast corner of the herein described tract, same being the lower northeast corner of the adjoining residue of a called 541.131 acre tract recorded under County Clerk's File Number 2001016151, Office of the County Clerk, Brazoria County, Texas, and described under County Clerk's File Number 94-006773, Office of the County Clerk, Brazoria County, Texas;

Thence South 87 degrees 40 minutes 53 seconds West (called West) along the common line of the herein described tract and said adjoining residue of a called 541.131 acre tract, 298.27 feet (called 301.47 feet) to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southwest corner of the herein described tract, same being a reentry corner to said adjoining residue of a called 541.131 acre tract, from which point a found 1/2 inch iron rod with cap marked "CBG Surveying" bears North 55 degrees 17 minutes 47 seconds West, 1.70 feet;

Thence North 02 degrees 18 minutes 50 seconds West (called North 00 degrees 00 minutes 17 seconds East) continuing along said common line, 735.89 feet (called 735.89 feet) to a concrete monument found for the northwest corner of the herein described tract and said Reserve "E", same being a northeast corner of said adjoining residue of a called 541.131 acre tract, and being in the south line of the aforementioned adjoining residue of a called 60 acre tract;

Thence North 86 degrees 48 minutes 29 seconds East (called North 89 degrees 39 minutes 05 seconds East) along the north line of the herein described tract and said Reserve "E", same being the south line of said adjoining residue of a called 60 acre tract, 271.50 feet (called 276.51 feet) to the **Place of Beginning** and containing 4.90 acres of land, more or less.

4.90 Acres

Shubael Marsh Surveys, Abstracts 81 & 82

For reference and further description see Drawing No. 16873 prepared by the undersigned on same date.

October 26, 2021

Job Number 16759-0010-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

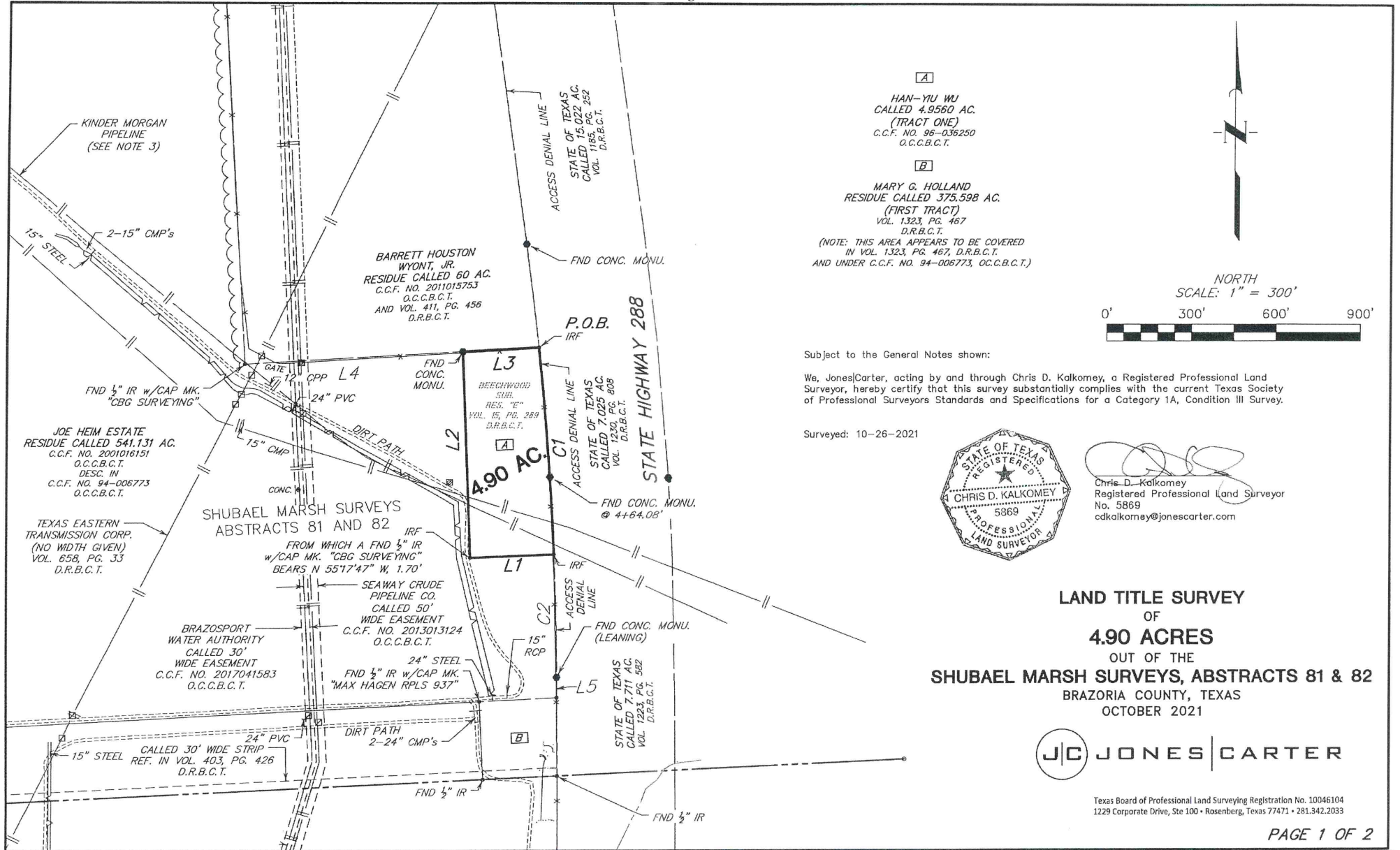


Exhibit A
Page 4 of 4

GENERAL NOTES:

- This tract lies within Zone "X-Shaded" of the Flood Insurance Rate Map, Community No. 485458, Map Number 48039C0430K, Panel 430, Suffix "K" dated December 30, 2020, for Brazoria County, Texas and incorporated areas.
Zone "X-Shaded" is defined as areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

The location of the flood zone lines shown hereon were determined by scaling from said FIRM map. The actual location as determined by elevation contours may differ. Jones|Carter assumes no liability as to the accuracy of the location of the flood zone limits.
- All visible easements and easements of records affecting these tracts as reflected upon title report from Title Resources Guaranty Co. G.F. Number 147001929, dated December 22, 2021, shown hereon. Surveyor has relied upon the above-mentioned title commitment, with regard to any easements, setbacks, restrictions, or rights-of-way affecting the subject property. No additional research regarding the existence of easements, setbacks, restrictions, rights-of-way, or other matters of record, has been performed by the surveyor.
- Pipelines and pipeline easements shown hereon are approximate and based upon available aboveground evidence and Texas Railroad Commission maps. Most aboveground markers on the subject tracts have been removed and therefore exact locations, angle points and general routes are not able to be determined or field verified by the surveyor. Exact locations would need to be identified by the respective pipeline companies.
- Bearings are based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
- Fences shown hereon are graphic only, with dimensional ties shown at specific locations where they were physically measured. The fence line may meander between said measured locations. The dimensions showing the distance between the fence and the property line also indicates which side of the property line the fence is on.
- The surveyor has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
- No improvements / utilities were located with this survey; no subsurface probing, excavation or exploration was performed for this survey.
- Tract is subject to Restrictive Covenants as recorded in Vol. 1395, Pg. 37, D.R.B.C.T. and as amended in Vol. 1410, Pg. 890 and Vol. 1710, Pg. 682, D.R.B.C.T.
- Easement recorded in Volume 618, Page 100, D.R.B.C.T. is not located on subject tract.
- Tract is subject to easement agreement recorded in Vol. 1383, Pg. 159, D.R.B.C.T. However it appears that the easements in this instrument are not located on the subject tract.
- Tract is subject to easement agreements recorded in Vol. 1339, Pgs. 838, 841, 844 and 847, D.R.B.C.T. However it appears that the easement in this instrument is not located on the subject tract.
- This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
- Development of the subject tract may require submittal, approval, and/or recording of a plat or replat. Rules and regulations are established by the governmental agency, which has jurisdiction. These rules and regulations may include dedication of setback lines, easements, additional right-of-way, and other matters.
- This survey has been prepared for the sole purpose of the transaction described in the above referenced Title Commitment and the parties listed thereon. This survey is not to be used for any subsequent transactions.
- For reference and further description, see metes and bounds description, job number 16759-0010-00, prepared by Jones|Carter on same date.



NORTH
SCALE: 1" = 300'



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	11,249.16'	740.65'	740.51'	S 04°23'18" E	03°46'20"
	(CALLED 11,249.16'	738.12'			03°45'34")
C2	11,249.16'	442.89'	442.87'	S 01°22'27" E	02°15'21"

L1	S 87°40'53" W	298.27'
	(CALLED WEST 301.47')	
L2	N 02°18'50" W	735.89'
	(CALLED N 00°00'17" E 735.89')	
L3	N 86°48'29" E	271.50'
	(CALLED N 89°39'05" E 276.51')	
L4	S 86°45'30" W	774.79'
L5	S 00°14'46" E	73.62'

LEGEND

These standard symbols will be found in the drawing.

- IRF — FND 5/8" IR w/CAP MK.
"JONES | CARTER"
- POWER POLE
- GUY ANCHOR
- CLEAN OUT
- SIGN
- TELE. PEDESTAL
- PIPELINE MARKER
- WATER VALVE
- OVERHEAD UTILITY LINE
- HOGWIRE FENCE
- WOOD FENCE
- BARBWIRE FENCE
- PIPELINE

LAND TITLE SURVEY
OF
4.90 ACRES
OUT OF THE
SHUBAEL MARSH SURVEYS, ABSTRACTS 81 & 82
BRAZORIA COUNTY, TEXAS
OCTOBER 2021



Texas Board of Professional Land Surveying Registration No. 10046104
1229 Corporate Drive, Ste 100 • Rosenberg, Texas 77471 • 281.342.2033

PAGE 2 OF 2

Angleton Church Tract 1A Survey
1.943 Acres

Shubael Marsh Survey
Abstract Number 82

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a certain 1.943-acre tract of land situated in the Shubael Marsh Survey, Abstract No. 82 in Brazoria County, Texas, being out of the residue of a called 2 acre tract conveyed to the Diocese of Galveston by deed recorded in Volume 122, Page 203 of the Brazoria County Deed records; said 1.943 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

BEGINNING at a found 5/8" inch iron rod (with cap stamped "Jones|Carter Property Corner") common with a west line of a called 165.94-acre tract of land conveyed to 1485 Holdings LLC by Special Warranty Deed recorded in Clerk's File No. 2021085074 of the Official Public Records of Brazoria County, and the east line of F.M. Highway 521 recorded in Volume P, Page 201 of the Commissioners Court Records;

THENCE, North 14°05'31" East, along the east line of said F.M. Highway 521, 52.21 feet to a found 5/8" inch iron rod (with cap stamped "Jones|Carter Property Corner") common with a west line of said 165.94-acre tract;

THENCE, North 87°21'22" East, along a south line of said 165.94-acre tract, 1685.60 feet to a found 5/8" inch iron rod (with cap stamped "Jones|Carter Property Corner") common with a west line of said 165.94-acre tract;

THENCE, South 02°38'38" East, along a west line of said 165.94-acre tract, 50.00 feet to a found 5/8" inch iron rod (with cap stamped "Jones|Carter Property Corner");

THENCE, South 87°21'22" West, along a north line of said 165.94-acre tract, 1700.63 feet to the **POINT OF BEGINNING, CONTAINING** 1.943 acres of land in Brazoria County, Texas, as shown on Drawing No. 17802 in the office of Quiddity Engineering in Bellaire, Texas.

Quiddity Engineering, LLC
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
*Texas Board of Professional Land Surveying
Registration No. 10046100*

Acting By/Through Steven Jares
Registered Professional Land Surveyor
No. 5317
SJares@quiddity.com



CERTIFICATE

STATE OF TEXAS

COUNTY OF FORT BEND

I, the undersigned Secretary of the Board of Directors of Brazoria County Municipal Utility District No. 82, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Brazoria County Municipal Utility District No. 82 that was filed with the Board of Directors of the District on November 20, 2025.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on November 20, 2025.

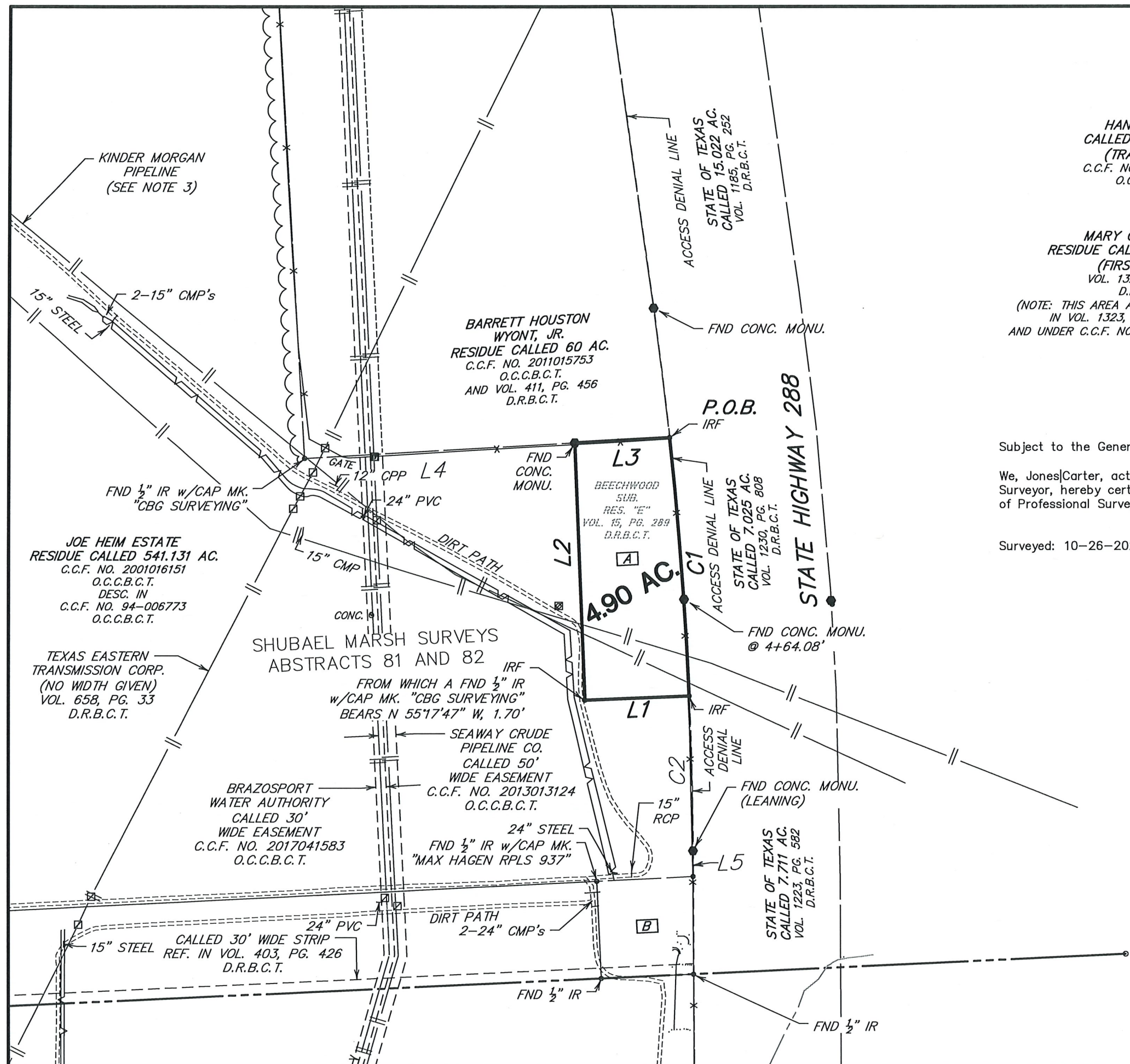
Brazoria County Municipal Utility District No. 82

By:


Brandon Morris, Secretary

(SEAL)





[A]

HAN-YIU WU
CALLED 4.9560 AC.
(TRACT ONE)
C.C.F. NO. 96-036250
O.C.C.B.C.T.

[B]

MARY G. HOLLAND
RESIDUE CALLED 375.598 AC.
(FIRST TRACT)
VOL. 1323, PG. 467
D.R.B.C.T.

(NOTE: THIS AREA APPEARS TO BE COVERED
IN VOL. 1323, PG. 467, D.R.B.C.T.
AND UNDER C.C.F. NO. 94-006773, O.C.C.B.C.T.)

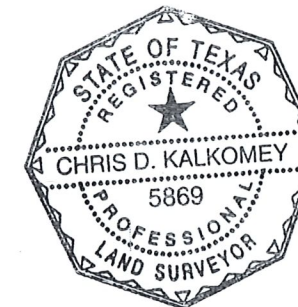
NORTH
SCALE: 1" = 300'



Subject to the General Notes shown:

We, Jones|Carter, acting by and through Chris D. Kalkomey, a Registered Professional Land Surveyor, hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition III Survey.

Surveyed: 10-26-2021



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
cdkalkomey@jonescarter.com

LAND TITLE SURVEY
OF
4.90 ACRES
OUT OF THE
SHUBAEL MARSH SURVEYS, ABSTRACTS 81 & 82
BRAZORIA COUNTY, TEXAS
OCTOBER 2021



Texas Board of Professional Land Surveying Registration No. 10046104
1229 Corporate Drive, Ste 100 • Rosenberg, Texas 77471 • 281.342.2033

GENERAL NOTES:

1. This tract lies within Zone "X-Shaded" of the Flood Insurance Rate Map, Community No. 485458, Map Number 48039C0430K, Panel 430, Suffix "K" dated December 30, 2020, for Brazoria County, Texas and incorporated areas. Zone "X-Shaded" is defined as areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

The location of the flood zone lines shown hereon were determined by scaling from said FIRM map. The actual location as determined by elevation contours may differ. Jones|Carter assumes no liability as to the accuracy of the location of the flood zone limits.

2. All visible easements and easements of records affecting these tracts as reflected upon title report from Title Resources Guaranty Co. G.F. Number 147001929, dated December 22, 2021, shown hereon. Surveyor has relied upon the above-mentioned title commitment, with regard to any easements, setbacks, restrictions, or rights-of-way affecting the subject property. No additional research regarding the existence of easements, setbacks, restrictions, rights-of-way, or other matters of record, has been performed by the surveyor.

3. Pipelines and pipeline easements shown hereon are approximate and based upon available aboveground evidence and Texas Railroad Commission maps. Most aboveground markers on the subject tracts have been removed and therefore exact locations, angle points and general routes are not able to be determined or field verified by the surveyor. Exact locations would need to be identified by the respective pipeline companies.

4. Bearings are based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

5. Fences shown hereon are graphic only, with dimensional ties shown at specific locations where they were physically measured. The fence line may meander between said measured locations. The dimensions showing the distance between the fence and the property line also indicates which side of the property line the fence is on.

6. The surveyor has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.

7. No improvements / utilities were located with this survey; no subsurface probing, excavation or exploration was performed for this survey.

8. Tract is subject to Restrictive Covenants as recorded in Vol. 1395, Pg. 37, D.R.B.C.T. and as amended in Vol. 1410, Pg. 890 and Vol. 1710, Pg. 682, D.R.B.C.T.

9. Easement recorded in Volume 618, Page 100, D.R.B.C.T. is not located on subject tract.

10. Tract is subject to easement agreement recorded in Vol. 1383, Pg. 159, D.R.B.C.T. However it appears that the easements in this instrument are not located on the subject tract.

11. Tract is subject to easement agreements recorded in Vol. 1339, Pgs. 838, 841, 844 and 847, D.R.B.C.T. However it appears that the easement in this instrument is not located on the subject

12. This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.

13. Development of the subject tract may require submittal, approval, and/or recording of a plat or replat. Rules and regulations are established by the governmental agency, which has jurisdiction. These rules and regulations may include dedication of setback lines, easements, additional right-of-way, and other matters.

14. This survey has been prepared for the sole purpose of the transaction described in the above referenced Title Commitment and the parties listed thereon. This survey is not to be used for any subsequent transactions.

15. For reference and further description, see metes and bounds description, job number 16759-0010-00, prepared by Jones|Carter on same date.



NORTH
SCALE: 1" = 300'



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	11,249.16'	740.65'	740.51'	S 04°23'18" E	03°46'20"
(CALLED 11,249.16'		738.12'			03°45'34")
C2	11,249.16'	442.89'	442.87'	S 01°22'27" E	02°15'21"

L1	S 87°40'53" W	298.27
(CALLED WEST 301.47)		
L2	N 02°18'50" W	735.89
(CALLED N 00°00'17" E 735.89)		
L3	N 86°48'29" E	271.50
(CALLED N 89°39'05" E 276.51)		
L4	S 86°45'30" W	774.79
L5	S 00°14'46" E	73.62

LAND TITLE SURVEY
OF

4.90 ACRES

OUT OF THE

SHUBAEL MARSH SURVEYS, ABSTRACTS 81 & 82
 BRAZORIA COUNTY, TEXAS
 OCTOBER 2021



Texas Board of Professional Land Surveying Registration No. 10046104
1229 Corporate Drive, Ste 100 • Rosenberg, Texas 77471 • 281.342.2033

4.90 Acres

Shubael Marsh Surveys, Abstracts 81 & 82

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a 4.90 acre tract of land in the Shubael Marsh Surveys, Abstracts 81 & 82, Brazoria County, Texas, being that certain called 4.9560 acre tract (Tract One) recorded under County Clerk's File Number 96-036250, Office of the County Clerk, Brazoria County, Texas, said called 4.9560 acre tract being Reserve "E" of Beechwood Subdivision, according to map or plat thereof recorded in Volume 15, Page 289, Deed Records, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a 5/8 inch iron rod with cap marked "Jones | Carter" found in the westerly right-of-way line of State Highway 288 for the northeast corner of said Reserve "E", same being the southeast corner of the adjoining residue of a called 60 acre tract recorded under County Clerk's File Number 2011015753, Office of the County Clerk, Brazoria County, Texas, and Volume 411, Page 456, Deed Records, Brazoria County, Texas, for the northeast corner and **Place of Beginning** of the herein described tract, said point being in a non-tangent curve to the right;

Thence along said non-tangent curve to the right, being the westerly right-of-way line of State Highway 288, having a central angle of 03 degrees 46 minutes 20 seconds (called 03 degrees 45 minutes 34 seconds), a radius of 11,249.16 feet (called 11,249.16 feet), an arc length of 740.65 feet (called 738.12 feet), and a chord bearing South 04 degrees 23 minutes 18 seconds East, 740.51 feet to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southeast corner of the herein described tract, same being the lower northeast corner of the adjoining residue of a called 541.131 acre tract recorded under County Clerk's File Number 2001016151, Office of the County Clerk, Brazoria County, Texas, and described under County Clerk's File Number 94-006773, Office of the County Clerk, Brazoria County, Texas;

Thence South 87 degrees 40 minutes 53 seconds West (called West) along the common line of the herein described tract and said adjoining residue of a called 541.131 acre tract, 298.27 feet (called 301.47 feet) to a 5/8 inch iron rod with cap marked "Jones | Carter" set for the southwest corner of the herein described tract, same being a reentry corner to said adjoining residue of a called 541.131 acre tract, from which point a found ½ inch iron rod with cap marked "CBG Surveying" bears North 55 degrees 17 minutes 47 seconds West, 1.70 feet;

Thence North 02 degrees 18 minutes 50 seconds West (called North 00 degrees 00 minutes 17 seconds East) continuing along said common line, 735.89 feet (called 735.89 feet) to a concrete monument found for the northwest corner of the herein described tract and said Reserve "E", same being a northeast corner of said adjoining residue of a called 541.131 acre tract, and being in the south line of the aforementioned adjoining residue of a called 60 acre tract;

Thence North 86 degrees 48 minutes 29 seconds East (called North 89 degrees 39 minutes 05 seconds East) along the north line of the herein described tract and said Reserve "E", same being the south line of said adjoining residue of a called 60 acre tract, 271.50 feet (called 276.51 feet) to the **Place of Beginning** and containing 4.90 acres of land, more or less.

4.90 Acres

Shubael Marsh Surveys, Abstracts 81 & 82

For reference and further description see Drawing No. 16873 prepared by the undersigned on same date.

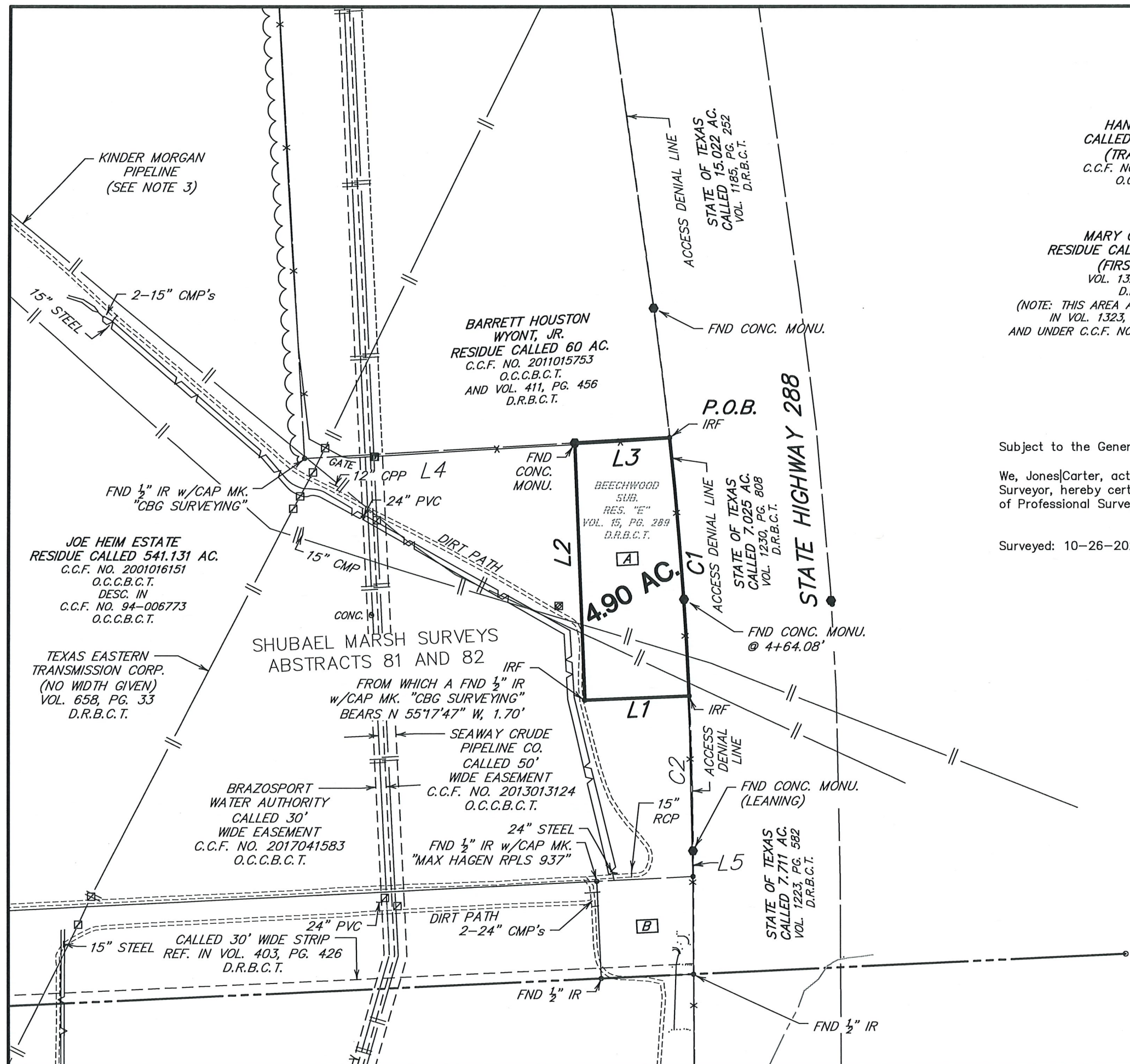
October 26, 2021

Job Number 16759-0010-00

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com



[A]

HAN-YIU WU
CALLED 4.9560 AC.
(TRACT ONE)
C.C.F. NO. 96-036250
O.C.C.B.C.T.

[B]

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(NOTE: THIS AREA APPEARS TO BE COVERED
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AND UNDER C.C.F. NO. 94-006773, O.C.C.B.C.T.)

NORTH
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Surveyed: 10-26-2021



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
cdkalkomey@jonescarter.com

LAND TITLE SURVEY
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OCTOBER 2021



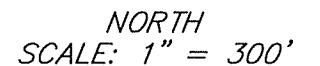
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PAGE 1 OF 165

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(CALLED 11,249.16'		738.12'			03°45'34")
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BRAZORIA COUNTY, TEXAS
OCTOBER 2021



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Angleton Church Tract 1A Survey
1.943 Acres

Shubael Marsh Survey
Abstract Number 82

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Quiddity Engineering, LLC
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337

Texas Board of Professional Land Surveying
Registration No. 10046100

Acting By/Through Steven Jares
Registered Professional Land Surveyor
No. 5317
SJares@quiddity.com





AGENDA ITEM SUMMARY FORM

MEETING DATE: December 9, 2025

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

AGENDA CONTENT: Discussion and possible action on the Preliminary Plat of Ashland Section 7B as resubmitted, and to consider updates to the Ashland Land Plan as it relates to this section located on the northeast curved section of Sapphire Springs Trail, east of Section 6, and north of Section 7A.

AGENDA ITEM SECTION: Regular Agenda Item.

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

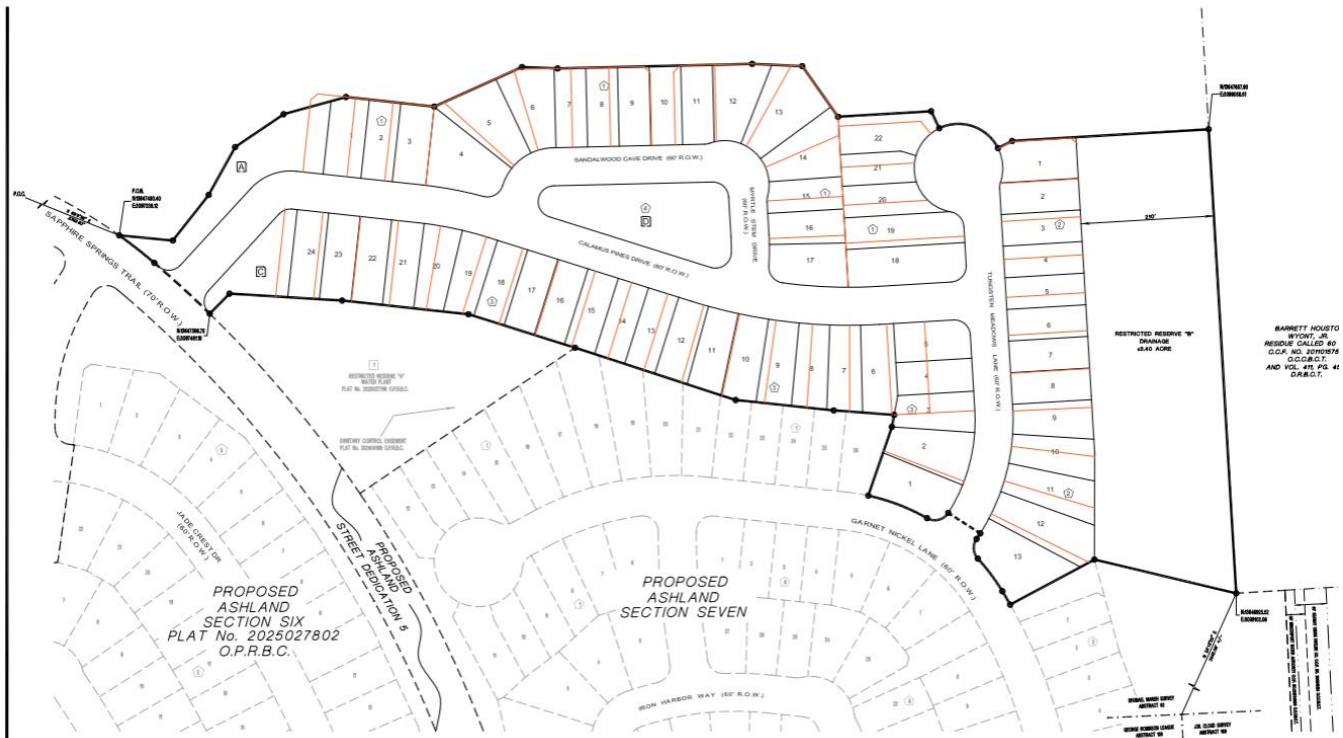
FUND: None

EXECUTIVE SUMMARY:

Ashland Development is part of a Strategic Partnership Agreement within MUD-82 (April 29, 2024), and also a Development Agreement executed with the City on June 6, 2023.



The Ashland Development developer is requesting minor adjustments to the lot layout. The primary change involves increasing the product type from 50' to 60' lots in this section. This adjustment required shifting lot lines to accommodate the increased width. As a result, the lot count was reduced from 59 lots to 49 lots. The boundary was revised slightly; however, the ROW and reserve acreage remains unchanged. For clarification, the black linework represents the originally approved plat, while the orange highlights show the revised layout.



Graphic showing changes to Section 7B.

Staff and City Engineering Review:

The Preliminary Plat of Ashland Section 7B Ashland was approved by both P&Z and City Council last month.

The City Engineer has reviewed the plat and offers no objection to the proposed Ashland Section 7B Preliminary Plat and offers the following comments:

1. For final plat, provide updates to the City approval block and label Reserve "C" to match graphic/label on table.
2. An updated land plan has been submitted to reflect the updated development phasing.
3. Verification of restrictions from the existing sanitary control easement to be reviewed for lots 20-24, block 3. A note shall be provided on the final plat to for any future buildings/utility services to these lots to follow the restrictions outlined.
4. It is noted that approval from any applicable Referral Agencies such as Brazoria County shall be provided for the associated subdivision improvements and final plat.
5. Construction plans shall be provided for review of the applicable public improvements along with review and approval of the Final Plat

HDR Engineering, Inc. (HDR) has no objections to the revised and submitted Plat, with the exceptions noted. Staff will provide the action of the Planning Commission during the City Council session on December 9, 2025 due to the new State Law posting requirements.

Staff has also included within this agenda item, the original Land Plan as well as the latest Land Plan as updated for Council's review and approval. Please note that the Northeast area has been modified, reducing the nature preserve and nature trail area from 47.1 Acres to 37.3 Acres. Note also that the Commercial Land Uses have also been updated along the FM 521 Corridor, as well as along the SH 288 Corridor. While staff is supportive of the noted changes, such changes would be deemed substantial and should be approved by the City Council.

Recommendation: The City Council should approve the Preliminary Plat for Ashland Section 7B and modifications and updates to the Concept/Land Plan.

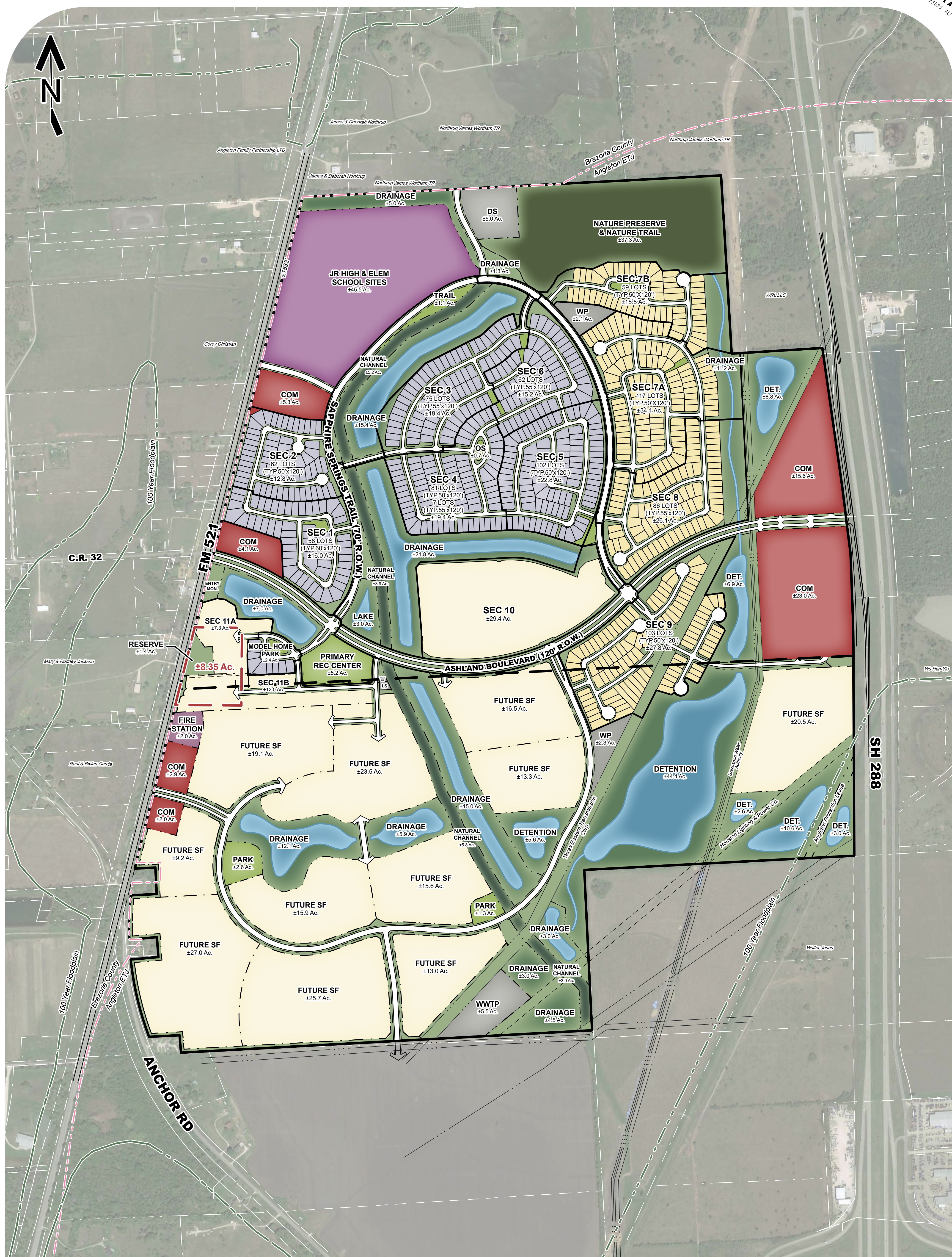


PHASE 2

SH 288

**PROPOSED
FUTURE ROW
DEDICATION**

EXHIBIT




RECORDED
PRELIMINARY

50'x120'	529 LOTS	64%
55'x120'	232 LOTS	28%
60'x120'	60 LOTS	8%

*** ALL LAND USES ARE SUBJECT TO CHANGE ***

META
PLANNING + DESIGN

SCALE



0 200 400 800

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS NOT TO BE CHANGED WITHOUT NOTICE. META PLANNING DESIGN, MAY OR MAY NOT INTEGRATE THE INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE RESULTS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. FINALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

© 2025 META PLANNING + DESIGN, ALL RIGHTS RESERVED

December 1, 2025

Mr. Otis Spriggs
Development Services Director
121 S. Velasco Street,
Angleton, TX, 77515

Re: ASHLAND SECTION 7B PRELIMINARY PLAT

Dear Otis,

On behalf of Anchor Holdings, LLC, we Meta Planning + Design, respectfully submit our responses below to the City Comments dated November 13th, 2025, for the above referenced plat.

1. For final plat, provide updates to the City approval block and label Reserve "C" to match graphic/label on table.
Response: Plat has been updated. Please see updated plat.
2. An updated land plan shall be submitted to reflect the updated development phasing.
Response: A plat status exhibit is attached. Please see attachment.
3. Verification of restrictions from the existing sanitary control easement to be reviewed for lots 20-24, block 3. A note shall be provided on the final plat to for any future buildings/utility services to these lots to follow the restrictions outlined.
Response: I will inform the project engineer of this comment, and this will be addressed at final.
4. It is noted that approval from any applicable Referral Agencies such as Brazoria County shall be provided for the associated subdivision improvements and final plat.
Response: I will inform the project engineer of this comment, and this will be addressed at final.
5. Construction plans shall be provided for review of the applicable public improvements along with review and approval of the Final Plat
Response: I will inform the project engineer of this comment, and this will be addressed at final.

Enclosed is a copy of the revised plat. Please contact me if you need any additional information.

Sincerely,

Jacob Guerrero
Jacob Guerrero

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ANCHOR HOLDINGS MP, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Ashland Section 7B, 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.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns: "Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision. All Owner documents shall specify, confirm and bind the Owner(s) to continuously maintain all Drainage Easements and shall relieve the City of Angleton of the responsibility to maintain any Drainage Easement. The fee simple title to the Drainage and Floodway Easement shall always remain in the Owner(s). The City and Angleton Drainage District will not be responsible for the maintenance and operation of easement or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved. The Owners shall keep all Drainage Easements clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Angleton or Angleton Drainage District shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners to alleviate any public health or safety issues. The Association hereby agrees to indemnify and hold harmless the City from any such damages and injuries.

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.

Owner

Duly Authorized Agent

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____

Notary Public
State of Texas

STATE OF TEXAS §
COUNTY OF BRAZORIA §
KNOW ALL MEN BY THESE PRESENTS:

I, Steven Jores, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that META Planning + Design LLC has prepared this preliminary plat based on information furnished by Quiddity Engineering, LLC.

Steven Jores
Registered Professional Land Surveyor
No. 5317

STATE OF TEXAS §
COUNTY OF BRAZORIA §
KNOW ALL MEN BY THESE PRESENTS:

That I, William A.C. McAshon, 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.

William A.C. McAshon, P.E.
Professional Engineer

APPROVED this _____ day of _____ 20____ by the Planning and Zoning Commission, City of Angleton, Texas.

Bill Garwood, Chairman, Planning and Zoning Commission

APPROVED this _____ day of _____ 20____ by the City Council, City of Angleton, Texas.

John Wright, Mayor

STATE OF TEXAS §
COUNTY OF BRAZORIA §
This instrument was acknowledged before me on the ____ day of _____ 20____ by

_____, City Secretary, City of Angleton, on behalf of the City.
Notary Public
State of Texas

GENERAL NOTE:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "1' RES." INDICATES ONE FOOT RESERVE.
dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicatior, his heirs assigns, or successors.
- 4.) ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- 5.) ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING PAD LINE.
- 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.) ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- 12.) HORIZONTAL DATUM:
ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.

VERTICAL DATUM:
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS_1012 AND HCOG_14012.
- 13.) THESE TRACTS LIE WITHIN ZONE "X" AND ZONE "X-SHADED" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 48545B, MAP NUMBER 48039C0430K, PANEL 430, SUFFIX "K" DATED DECEMBER 30, 2020, FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS.
- 14.) THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC. WITH THE AID OF INFORMATION PROVIDED BY QUIDDITY ENGINEERING, LLC.
- 15.) QUIDDITY ENGINEERING, LLC, TBPE FIRM REGISTRATION No. F-23290, TBPLS FIRM REGISTRATION No. 10046100, IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.
- 16.) ● PROPOSED MONUMENTS TO BE SET BY QUIDDITY ENGINEERING, LLC., UPON RECORDATION OF A FINAL PLAT.
- 17.) LOTS WITHIN THIS SUBDIVISION SHALL BE SERVICED BY THE FOLLOWING PROVIDERS: BRAZORIA COUNTY MUD #82, CENTERPOINT, TEXAS NEW MEXICO POWER, AND CENTRIC GAS & FIBER.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 18.41 acre tract of land situated in the Shubael Marsh Survey, Abstract No. 82 in Brazoria County, Texas, being out of a called 489.08 acre tract of land conveyed to Anchor Holdings MP, LLC by Special Warranty Deed recorded in Instrument No. 2021085145 of the Official Public Records of Brazoria County (OPRBC), said 18.41 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

BEGINNING at a found 3/4-inch iron rod (with cap stamped "Quiddity Eng Property Corner") at the west corner of the Ashland Water Plant, plat of which is recorded in Instrument No. 2025027396 of the Plat Records of Brazoria County (PRBC), and being in the north right-of-way of proposed Sapphire Springs Drive, said iron rod also being at the beginning of a curve to the left;

THENCE, along the arc of said curve to the left having a radius of 1835.00 feet, a central angle of 03°42'30", an arc length of 118.76 feet, and a long chord bearing North 47°30'31" West, 118.74 feet to a point at the beginning of a compound curve to the left;

THENCE, along the arc of said compound curve to the left having a radius of 785.00 feet, a central angle of 05°08'44", an arc length of 70.50 feet, and a long chord bearing North 51°56'08" West, 70.47 feet to a point for corner;

THENCE, South 84°34'07" East, 85.12 feet to a point for corner;

THENCE, North 38°09'22" East, 91.49 feet to a point for corner;

THENCE, North 28°57'50" East, 86.35 feet to a point for corner;

THENCE, North 55°53'37" East, 92.43 feet to a point for corner;

THENCE, North 61°39'18" East, 48.81 feet to a point for corner;

THENCE, South 57°12'13" East, 14.14 feet to a point for corner;

THENCE, South 83°47'47" East, 185.00 feet to a point for corner;

THENCE, North 65°43'39" East, 142.69 feet to a point for corner;

THENCE, North 88°38'51" East, 371.98 feet to a point for corner;

THENCE, South 87°25'34" East, 79.15 feet to a point for corner;

THENCE, South 35°20'38" East, 97.97 feet to a point for corner;

THENCE, South 03°24'10" East, 15.00 feet to a point for corner;

THENCE, North 86°35'50" East, 129.84 feet to a point for corner;

THENCE, South 38°53'57" East, 23.86 feet to a point at the beginning of a non-tangent curve to the right;

THENCE, along the arc of said non-tangent curve to the right having a radius of 70.00 feet, a central angle of 90°55'08", an arc length of 122.07 feet, and a long chord bearing South 77°36'19" East, 107.18 feet to a point for corner;

THENCE, North 62°21'15" East, 20.00 feet to a point for corner;

THENCE, North 86°35'50" East, 317.94 feet to a point for corner;

THENCE, South 03°24'10" East, 732.76 feet to a point for corner;

THENCE, North 76°37'53" West, 230.18 feet to a point for corner;

THENCE, South 61°50'14" West, 150.76 feet to a point at the beginning of a non-tangent curve to the left;

THENCE, along the arc of said non-tangent curve to the left having a radius of 830.00 feet, a central angle of 01°41'46", an arc length of 24.57 feet, and a long chord bearing North 30°28'49" West, 24.57 feet to a point at the beginning of a compound curve to the left;

THENCE, along the arc of said compound curve to the left having a radius of 330.00 feet, a central angle of 11°11'01", an arc length of 64.41 feet, and a long chord bearing North 36°55'12" West, 64.31 feet to a point at the beginning of a reverse curve to the right;

THENCE, along the arc of said reverse curve to the right having a radius of 25.00 feet, a central angle of 76°55'55", an arc length of 33.57 feet, and a long chord bearing North 04°02'45" West, 31.10 feet to a point at the beginning of a reverse curve to the left;

THENCE, along the arc of said reverse curve to the left having a radius of 330.00 feet, a central angle of 01°51'22", an arc length of 10.69 feet, and a long chord bearing North 33°29'32" East, 10.69 feet to a point for corner;

THENCE, North 57°26'09" West, 60.00 feet to a point at the beginning of a non-tangent curve to the right;

THENCE, along the arc of said non-tangent curve to the right having a radius of 25.00 feet, a central angle of 87°01'52", an arc length of 37.97 feet, and a long chord bearing South 76°04'47" West, 34.43 feet to a point at the beginning of a reverse curve to the left;

THENCE, along the arc of said reverse curve to the left having a radius of 330.00 feet, a central angle of 17°19'41", an arc length of 99.80 feet, and a long chord bearing North 69°04'08" West, 99.42 feet to a point for corner;

THENCE, North 18°59'17" East, 114.79 feet to a point for corner;

THENCE, North 10°39'10" East, 19.33 feet to a point for corner;

THENCE, North 85°47'46" West, 95.75 feet to a point for corner;

THENCE, North 83°57'54" West, 155.71 feet to a point for corner;

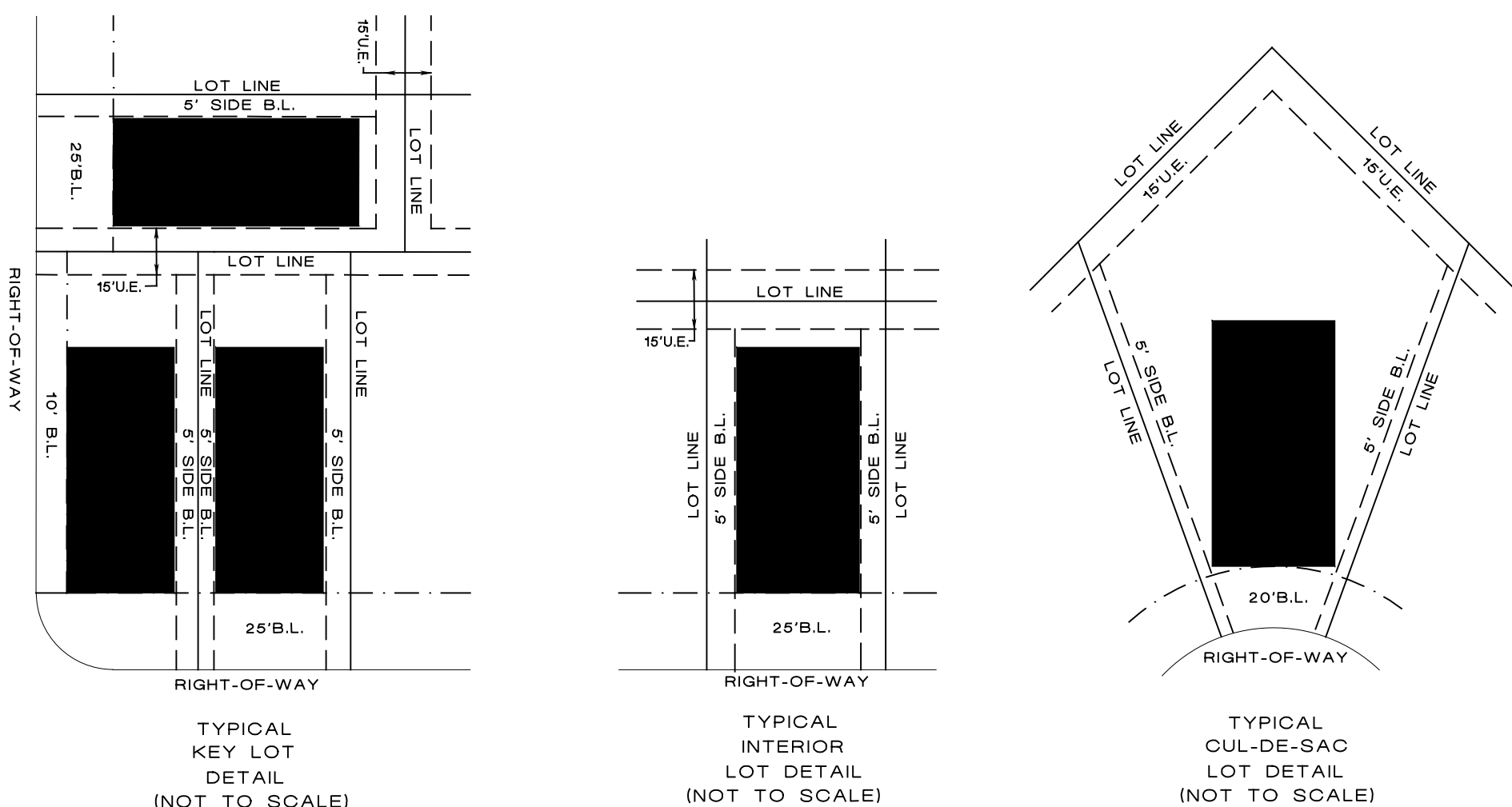
THENCE, North 71°58'05" West, 266.62 feet to a point for corner;

THENCE, North 72°34'12" West, 176.35 feet to a point for corner;

THENCE, North 83°47'48" West, 200.83 feet to a point for corner;

THENCE, North 86°30'38" West, 178.28 feet to a point for corner;

THENCE, South 44°20'44" West, 44.38 feet to the POINT OF BEGINNING, CONTAINING 18.41 acres of land in Brazoria County, Texas.



ASHLAND SECTION 7B

BEING 18.41 ACRES OF LAND
CONTAINING 49 LOTS (60' X 120' TYP.) AND
FIVE RESERVES IN FOUR BLOCKS.

OUT OF THE
SHUBAEL MARSH SURVEY, A-81 & A-82
BRAZORIA COUNTY, TEXAS

OWNER:
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD, SUITE 102
SUGAR LAND, TEXAS 77478

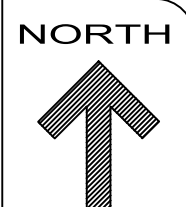
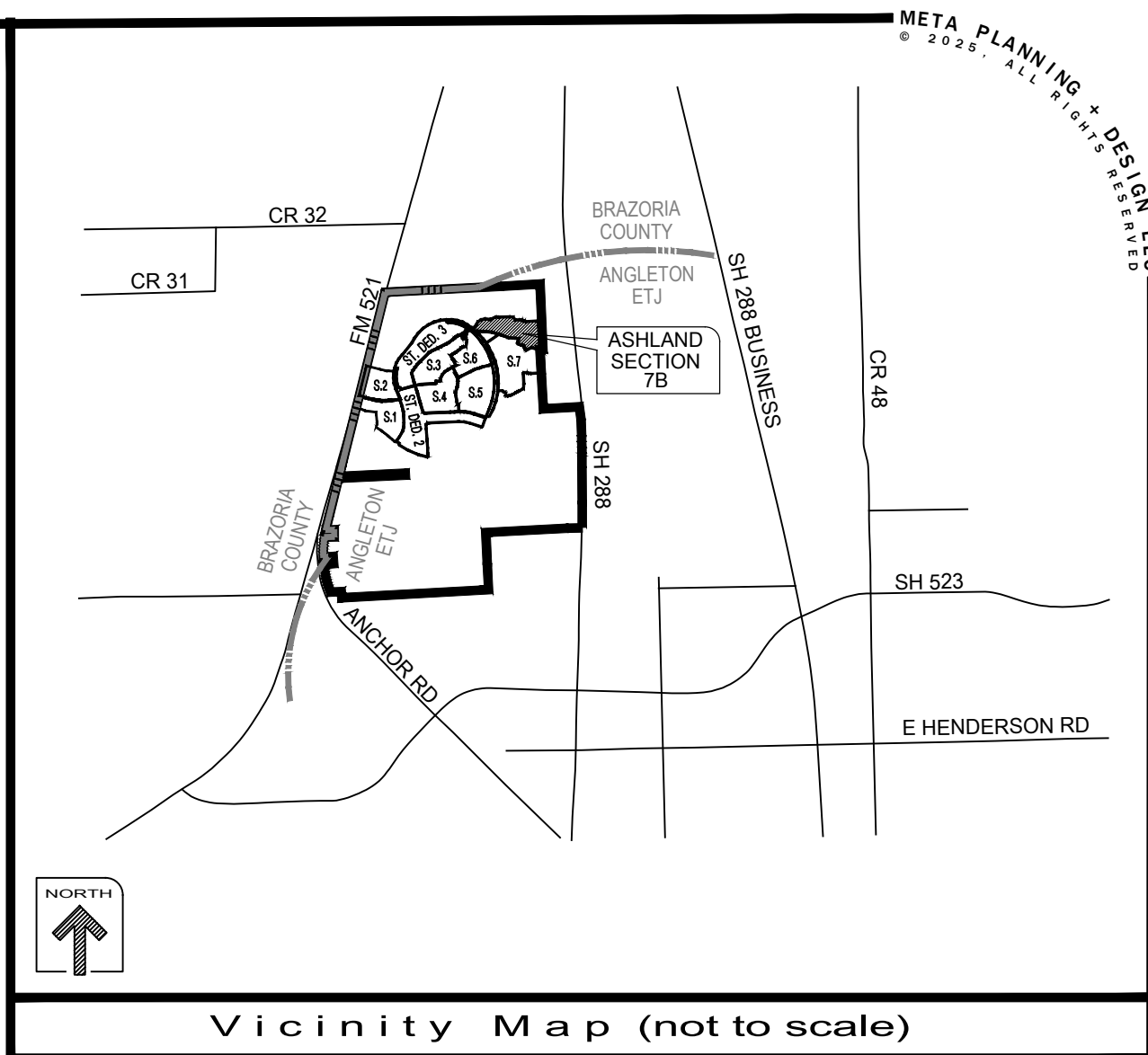
ENGINEER:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
(713)-777-5337

SURVEYOR:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
TBPLS FIRM REGISTRATION No. 10046104

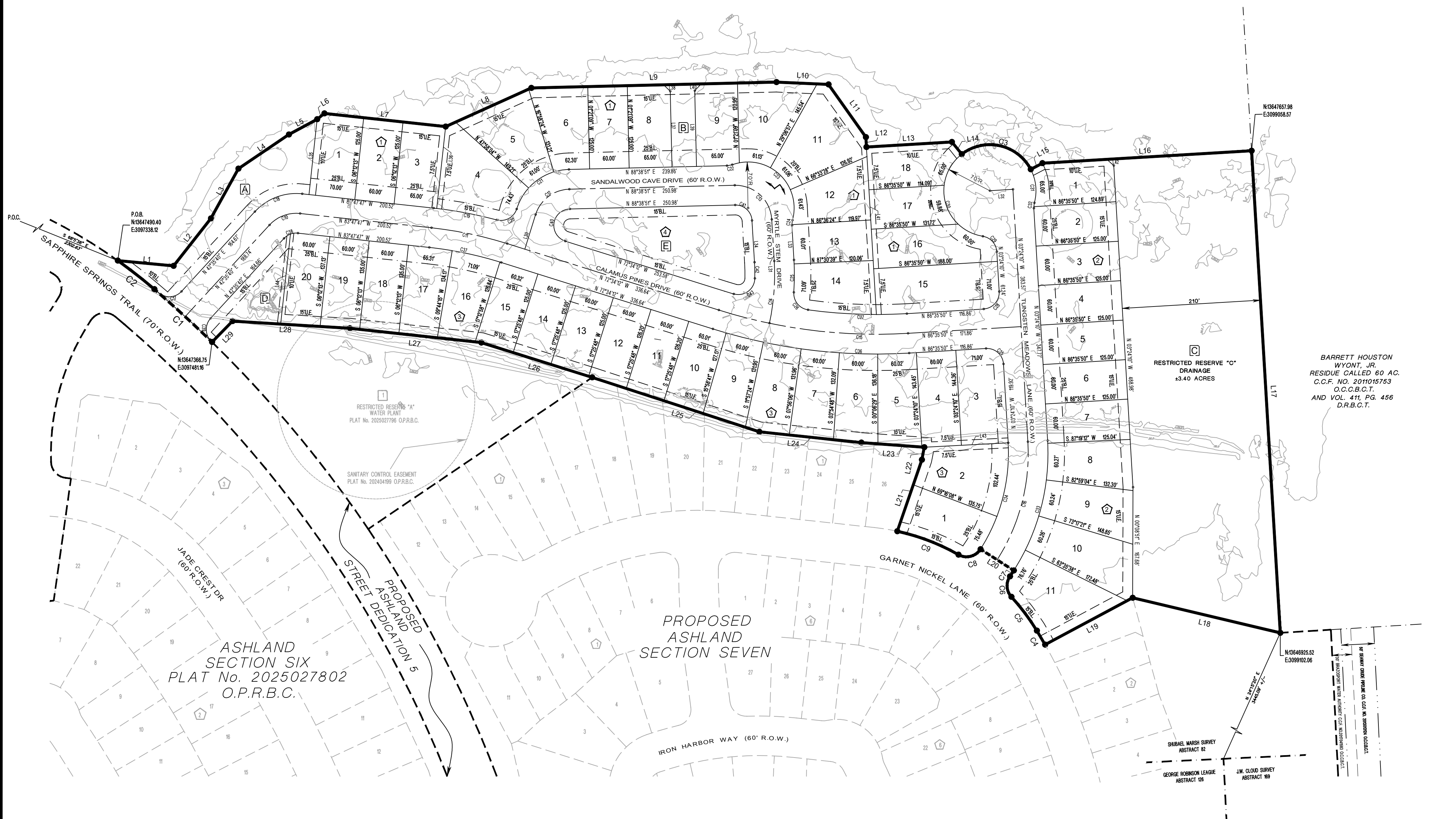
PLANNER:

META
PLANNING + DESIGN
META PLANNING + DESIGN LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'
0 100 200



FUTURE
DEVELOPMENT



STREET NAME TABLE			
STREET NAME	LINEAR FEET	WIDTH	STREET TYPE
CALAMUS PINES DRIVE	1357.66	60'	LOCAL
TUNGSTEN MEADOWS LANE	571.89	60'	LOCAL
MYRTLE STEM DRIVE	240.58	60'	LOCAL
SANDALWOOD CAVE DRIVE	374.34	60'	LOCAL

LINE TYPE LEGEND			
	PLAT BOUNDARY		
	LOT LINE, R.O.W.		
	UTILITY EASEMENT, 1' RESERVE		
	BUILDING LINE		
	CENTER LINE		
	SEC. BOUNDARY		

- LEGEND:
- "B.L." INDICATES BUILDING LINE.
 - "U.E." INDICATES UTILITY EASEMENT.
 - "R.O.W." INDICATES RIGHT-OF-WAY.
 - "P.O.B." INDICATES POINT OF BEGINNING.
 - "END" INDICATES FOUND.
 - "IP" INDICATES IRON PIPE.
 - "IR" INDICATES IRON ROD.
 - "- " INDICATES STREET NAME CHANGE.
 - "- " INDICATES BLOCK NUMBER.
 - "[A]" INDICATES RESERVE NUMBER.
 - "20'R" INDICATES 70' CUL-DE-SAC RADIUS.
 - "P.O.C." INDICATES POINT OF COMMENCEMENT.

DISCLAIMER AND LIMITED WARRANTY

THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ANGLETON PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

LINE	BEARING	DISTANCE
L1	S 84°34'07" E	85.12'
L2	N 38°09'22" E	91.49'
L3	N 28°57'50" E	86.35'
L4	N 55°53'37" E	92.43'
L5	N 61°39'14" E	48.80'
L6	N 51°12'13" E	14.14'
L7	S 83°47'47" E	185.00'
L8	N 65°43'39" E	142.69'
L9	N 88°38'51" E	371.98'
L10	S 87°25'34" E	79.15'
L11	S 35°20'38" E	97.97'
L12	S 03°24'10" E	15.00'
L13	N 86°35'50" E	129.84'
L14	S 38°53'57" E	23.86'
L15	N 62°21'15" E	20.00'
L16	N 86°35'50" E	317.94'
L17	S 03°24'10" E	732.76'
L18	N 76°37'53" W	230.18'
L19	S 61°50'14" W	150.76'
L20	N 57°26'09" W	60.00'
L21	N 18°59'17" E	114.79'
L22	N 10°39'10" E	99.33'
L23	N 85°47'46" W	19.75'
L24	N 83°57'54" W	155.71'
L25	N 71°58'07" W	266.62'
L26	N 72°34'12" W	176.35'
L27	N 83°47'48" W	200.83'
L28	N 86°30'38" W	178.28'
L29	S 44°20'44" W	44.38'
L30	N 17°25'48" E	55.00'
L31	N 03°24'10" W	63.41'
L32	S 86°35'50" W	36.00'
L33	N 03°24'10" W	52.30'
L34	N 03°24'10" W	63.41'
L35	N 06°12'13" E	115.00'
L36	N 06°12'13" E	125.02'
L37	N 01°21'09" W	115.00'
L38	N 46°21'09" W	14.14'
L39	S 01°21'09" E	115.00'
L40	N 43°38'51" E	14.14'
L41	S 03°24'10" E	254.62'
L42	N 48°24'10" W	14.14'
L43	S 87°02'49" W	127.49'
L44	N 06°12'13" E	137.33'

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1835.00'	03°42'30"	118.76'	N 47°30'31" W	118.74'
C2	785.00'	05°08'44"	70.50'	N 51°56'08" W	70.47'
C3	70.00'	99°55'08"	122.07'	S 77°36'19" E	107.18'
C4	830.00'	01°41'46"	24.57'	N 30°28'49" W	24.57'
C5	330.00'	11°11'01"	64.41'	N 36°55'12" W	64.31'
C6	25.00'	76°55'55"	33.57'	N 04°02'45" W	31.10'
C7	330.00'	01°51'22"	10.69'	N 33°29'32" E	10.69'
C8	25.00'	87°01'52"	37.97'	S 76°04'47" W	34.43'
C9	330.00'	17°19'41"	99.80'	N 69°04'08" W	99.42'
C10	55.00'	53°36'33"	51.46'	S 69°23'56" W	49.60'
C11	600.00'	11°13'35"	117.56'	N 78°11'00" W	117.37'
C12	55.00'	71°13'03"	68.36'	S 53°02'19" W	64.05'
C13	55.00'	87°57'00"	84.43'	N 47°22'40" W	76.38'
C14	350.00'	15°32'02"	94.89'	N 04°21'51" E	94.60'
C15	800.00'	20°49'57"	290.88'	N 82°59'11" W	289.28'
C16	300.00'	35°57'59"	188.32'	S 14°34'50" W	185.24'
C17	25.00'	88°12'13"	38.49'	S 86°41'46" W	34.80'
C18	85.00'	53°36'33"	79.53'	S 69°23'56" W	76.66'
C19	630.00'	08°52'09"	97.52'	N 79°21'43" W	97.42'
C20	25.00'	87°55'54"	38.37'	S 61°06'25" W	34.71'
C21	85.00'	71°30'22"	106.08'	N 52°53'39" E	99.33'
C22	25.00'	18°40'18"	8.15'	N 79°18'41" E	8.11'
C23	70.00'	125°17'36"	153.07'	S 47°22'40" E	124.35'
C24	25.00'	18°40'18"	8.15'	S 05°55'59" W	8.11'
C25	380.00'	07°25'31"	49.25'	N 00°18'36" E	49.21'
C26	25.00'	86°14'21"	37.63'	N 39°05'49" W	34.18'
C27	770.00'	11°11'10"	150.33'	S 87°48'34" E	150.09'
C28	25.00'	90°00'00"	39.27'	N 41°35'50" E	35.36'
C29	25.00'	77°50'48"	33.97'	N 42°19'34" W	31.41'
C30	70.00'	133°41'05"	163.33'	N 14°24'25" W	128.72'
C31	70.00'	42°54'53"	52.43'	N 06°11'18" W	51.21'
C32	25.00'	18°40'18"	8.15'	S 05°55'59" W	8.11'
C33	330.00'	35°58'00"	207.15'	S 14°34'50" W	203.77'
C34	270.00'	35°58'00"	169.49'	N 14°34'51" E	166.72'
C35	25.00'	90°00'00"	39.27'	N 48°24'10" W	35.36'
C36	830.00'	20°49'57"	301.78'	N 82°59'11" W	300.13'
C37	570.00'	11°13'35"	111.68'	N 78°11'00" W	111.50'
C38	25.00'	53°36'33"	23.39'	S 69°23'56" W	22.55'
C39	25.00'	88°18'20"	38.53'	S 01°33'30" E	34.83'
C40	25.00'	161°13'03"	70.34'	N 08°02'19" E	49.33'
C41	25.00'	87°57'00"	38.38'	N 47°22'40" W	34.72'
C42	320.00'	04°23'23"	24.52'	N 01°12'28" W	24.51'
C43	25.00'	105°22'50"	45.98'	S 53°40'39" W	39.77'

LOT NO.	LOT AREA SQ. FT.
BLOCK 1	
LOT 1	8,700
LOT 2	7,500
LOT 3	8,125
LOT 4	12,563
LOT 5	11,083
LOT 6	9,119
LOT 7	7,500
LOT 8	8,075
LOT 9	8,040
LOT 10	10,565
LOT 11	12,986
LOT 12	8,796
LOT 13	7,267
LOT 14	9,210
LOT 15	13,192
LOT 16	10,277
LOT 17	7,063
LOT 18	8,330

LOT NO.	LOT AREA SQ. FT.
BLOCK 2	
LOT 1	7,835
LOT 2	7,499
LOT 3	7,500
LOT 4	7,500
LOT 5	7,500
LOT 6	7,500
LOT 7	7,559
LOT 8	8,511
LOT 9	9,427
LOT 10	11,386
LOT 11	12,842

LOT NO.	LOT AREA SQ. FT.
BLOCK 3	
LOT 1	9,488
LOT 2	11,459
LOT 3	10,135
LOT 4	8,646
LOT 5	8,729
LOT 6	8,436
LOT 7	8,276
LOT 8	8,377
LOT 9	8,110
LOT 10	7,718
LOT 11	7,553
LOT 12	7,515
LOT 13	7,499
LOT 14	7,499
LOT 15	7,530
LOT 16	8,634
LOT 17	8,457
LOT 18	8,099
LOT 19	8,147
LOT 20	8,303

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
[A]	0.43	18,673	LANDSCAPE/ OPEN SPACE
[B]	0.11	4,762	LANDSCAPE/ OPEN SPACE
[C]	3.40	148,173	DRAINAGE
[D]	0.19	8,422	LANDSCAPE/ OPEN SPACE
[E]	0.64	27,908	LANDSCAPE/ OPEN SPACE
	4.77	208,128	TOTAL

ASHLAND SECTION 7B

BEING 18.41 ACRES OF LAND CONTAINING 49 LOTS (60' X 120' TYP.) AND FIVE RESERVES IN FOUR BLOCKS.

OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

OWNER:
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD, SUITE 102
SUGAR LAND, TEXAS 77478

ENGINEER:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
(713)-777-5337

SURVEYOR:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
TBPLS FIRM REGISTRATION No. 10046104

PLANNER:
META PLANNING + DESIGN LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'

REV: DECEMBER 1, 2025 PAGE: 2 OF 2 MTA-78006



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 9, 2025

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

AGENDA CONTENT: Discussion of a concept review of a Preliminary Layout for the property at 416 N. Tinsley Street at Cincinnati Street, proposed by Torrian Miller for a 7-lot single residential subdivision, located on property zoned MF-29 Zoning District.

AGENDA ITEM SECTION: Regular Agenda Item.

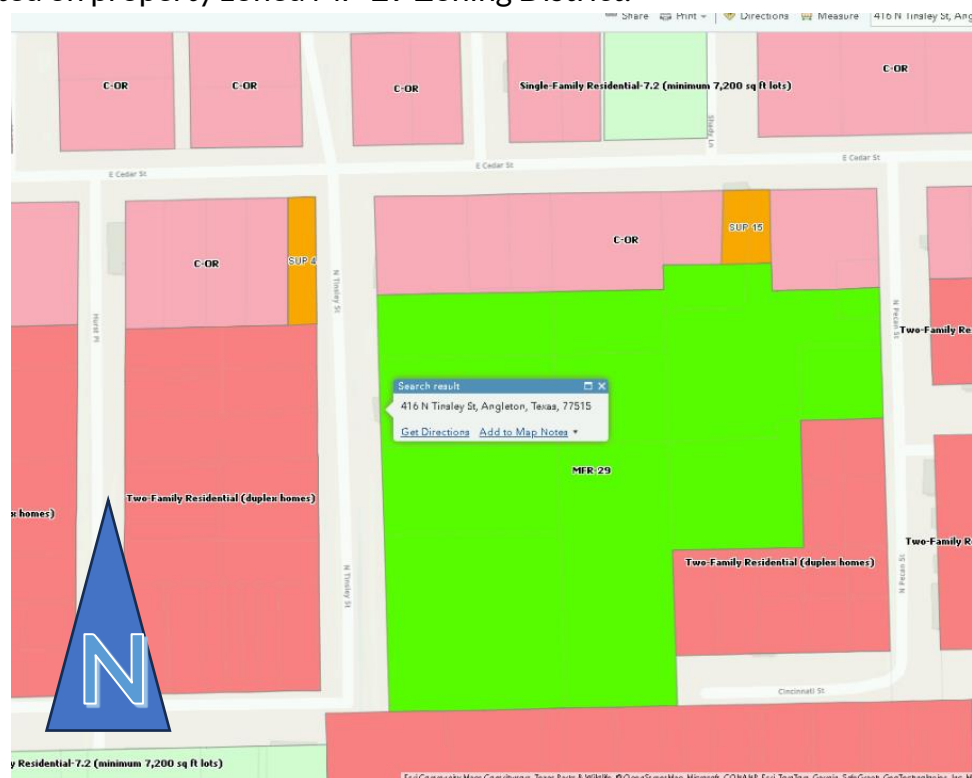
BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

Torrian Miller requests to present a concept for Council's review and feedback on a Preliminary Layout for the property at 416 N. Tinsley Street at Cincinnati Street, proposing a 7-lot residential subdivision located on property zoned MF-29 Zoning District.



ZONING MAP

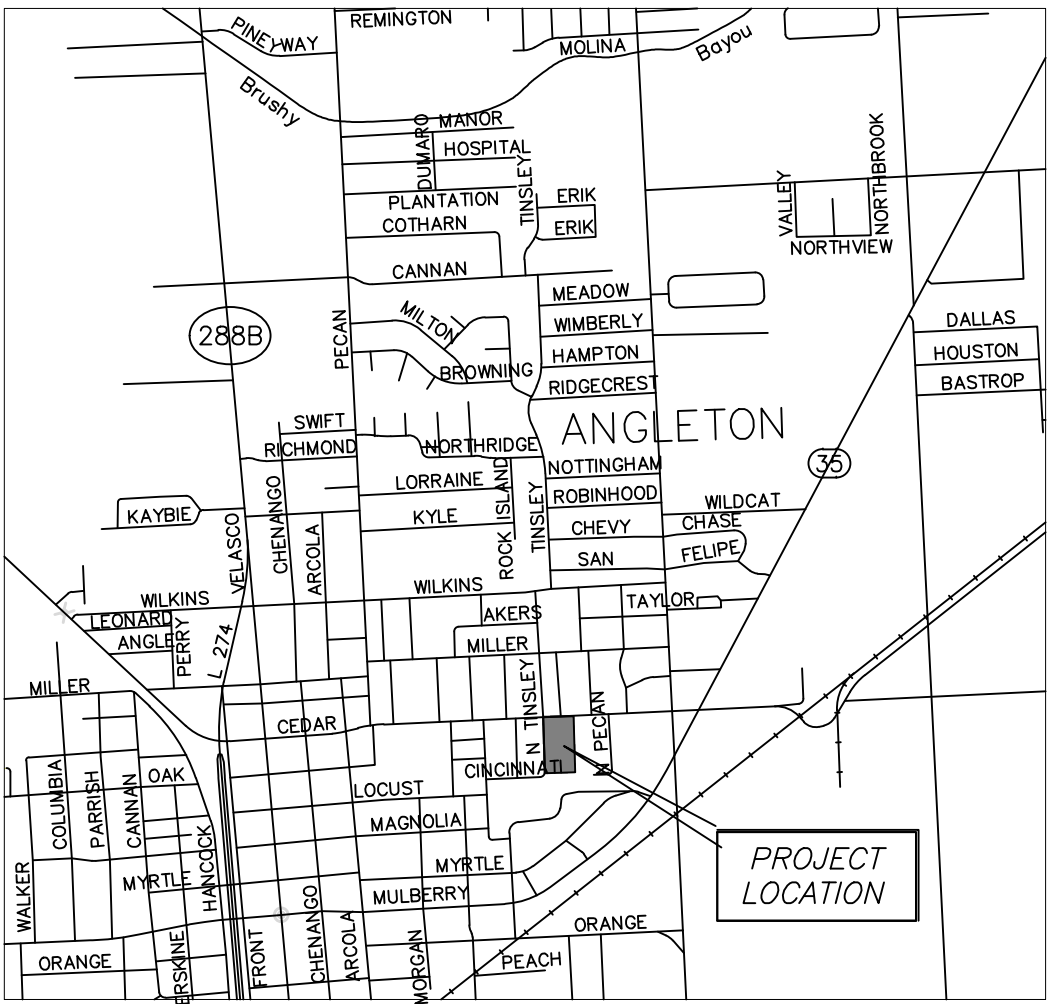
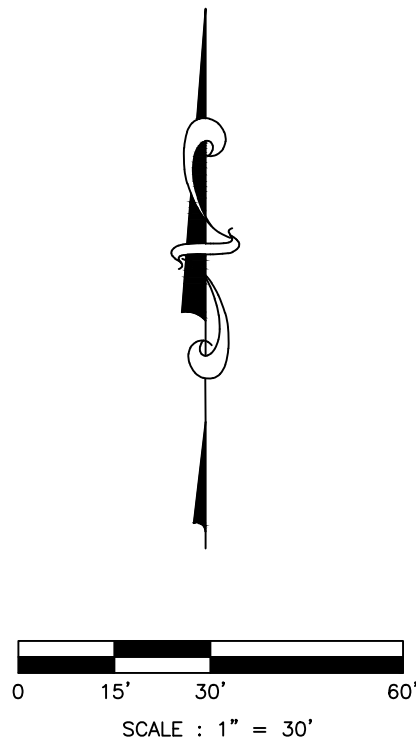
Zoning Code Requirements:

Single-family, duplex, patio home, or townhouse residential units constructed in this district shall conform to **SF-6.3**, 2F, SF-PH or SFA district standards, respectively.

Sec. 28-46. SF-6.3—Single-family residential-6.3 district requirements are as follows:

- (a) *General purpose and description:* The SF-6.3, Single-Family Residential-6.3, district is intended to provide for development of primarily detached, single-family residences on small, compact lots of not less than 6,300 square feet in size in logical neighborhood units.
- (b) *Permitted uses:*
 - (1) Those uses listed for the SF-6.3 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
 - (1) *Maximum height:*
 - a. Two and one-half stories, and not to exceed 35 feet, for the main building/house.
 - b. One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) *Area regulations:*
 - (1) *Size of lots:*
 - a. *Minimum lot area:* 6,300 square feet.
 - b. *Minimum lot width:* 60 feet.
 - c. *Minimum lot depth:* 100 feet.
 - (2) *Size of yards:*
 - a. *Minimum front yard:* 35 feet.
 - b. *Minimum side yard:* Ten feet, zero inches for interior side yard; 15 feet for a corner lot on a street; 30 feet for a key corner lot.
 - c. *Minimum rear yard:* Twenty feet for the main building and any accessory building(s); 25 feet for rear entry garage. (See section 28-103 for accessory building standards.)
 - (3) *Parking regulations:*
 - a. *Single-family dwelling unit:* A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.

Recommendation: The City Council should receive the conceptual presentation and provide feedback.



VICINITY MAP

TINSELY SUBDIVISION

MASTER PLAN
2.796 ACRES OF LAND
7 LOTS



AGENDA SUMMARY/STAFF REPORT

MEETING DATE:	December 9, 2025
PREPARED BY:	Otis T. Spriggs, AICP, Director of Development Services
AGENDA CONTENT:	Discussion and Possible Action on an application for the Tree Mitigation Site Plan for the Windrose Green community, located at the intersection of FM 523 and Windrose Green Blvd, directly east of Angleton High School.
AGENDA ITEM SECTION:	Regular Agenda Item

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: The applicant has submitted the attached Tree Mitigation Site Plan for the Windrose Green community, located at the intersection of FM 523 and Windrose Green Blvd, directly east of Angleton High School.

Please refer to the attached letter from our City Engineer, with which the staff has collaborated with the applicant. Note that staff met with the applicants and made clear that the City will accept a fee in lieu of the tree replacement. The fee in lieu of tree replacement must be consistent with the replacement costs for three (3) caliper-inch heritage trees (Live Oak or Pecan) from a local landscape provider.

The applicant's cover details the following:

The site consisted of approximately 155 acres of thickly vegetated underbrush. A total of 24 heritage trees were removed from the site, due to the need for fill dirt placement on future home sites, at the locations shown on the attached exhibit. These 24 heritage trees combined totaled 198 caliper inches.

The tree ordinance requires a 3:1 mitigation ratio for new developments, equaling

(198 inches x 3) = 594 caliper inches of total mitigation required.

During Phase 1 installation of the amenities for this community, 145 new heritage and significant trees were planted within the community, above and beyond the two-tree-minimum requirement for all single-family residential homebuilders per lot. The tree ordinance requires a minimum of 1.5

caliper-inch trees. Of these 145 new trees, the measured caliper sizes ranged between 2 inches and 4 inches, for a total of 389.5 inches.

The Phase 2 amenity project added another 26 trees, of which the minimum size planted was 3-inch caliper, bringing the total to (78 inches + 389.5 inches) = 467.5 in.

To meet the intent of the tree ordinance, the developer would need to plant an additional 126.5 inches (594 inches required - 467.5 inches provided) = 126.5 inches remaining.

Staff will report before the City Council in the upcoming session.

Planning and Zoning Commission Meeting: November 6, 2025:

Commission Action

Commission Andrew Heston made a motion (as amended by Commission Member Townsend) to recommend approval of the Windrose Green Tree Mitigation Plan, with the condition that we require the applicant to recalculate mitigation credits based on tree caliper measurements taken at the time of planting, with input from the Parks and Recreation Department and City Engineer, so that any deficit can be addressed through additional plantings or fee-in-lieu-of. (5-0 vote approved)

Please see the attached draft minutes from the Planning Commission's meeting.

Recommended Action:

The City Council should discuss and consider the Tree Mitigation Site Plan for the Windrose Green community.



October 29, 2025

Planning and Zoning Commission
City of Angleton
121 S. Velasco St.
Angleton, Texas 77515

RE: Windrose Green Tree Mitigation Plan

Dear members of the Planning Commission,

Below is a summary of the attached Tree Mitigation Site Plan for the Windrose Green community, located at the intersection of FM 523 and Windrose Green Blvd, directly east of Angleton High School.

The site consisted of approximately 155 acres of thickly vegetated underbrush. A total of 24 heritage trees were removed from the site, due to the need for fill dirt placement on future home sites, at the locations shown on the attached exhibit. These 24 heritage trees combined totaled 198 caliper inches.

The tree ordinance requires a 3:1 mitigation ratio for new developments, equaling $(198 \text{ inches} \times 3) = 594$ caliper inches of total mitigation required.

During Phase 1 installation of the amenities for this community, 145 new heritage and significant trees were planted within the community, above and beyond the two-tree-minimum requirement for all single-family residential homebuilders per lot. The tree ordinance requires a minimum of 1.5 caliper-inch trees. Of these 145 new trees, the measured caliper sizes ranged between 2 inches and 4 inches, for a total of 389.5 inches.

The Phase 2 amenity project added another 26 trees, of which the minimum size planted was 3-inch caliper, bringing the total to $(78 \text{ inches} + 389.5 \text{ inches}) = 467.5 \text{ in.}$

To meet the intent of the tree ordinance, we would need to plant an additional 126.5 inches $(594 \text{ inches required} - 467.5 \text{ inches provided}) = 126.5 \text{ inches remaining.}$

With this submittal, we propose planting an additional 43 trees on site with minimum 3-inch caliper sizes each, totaling 129 inches. This would bring the grand total to 596.5 inches, exceeding the 594-inch requirement.

The table below summarizes each phase.

Classification	Total Tree Count	Total Caliper Inches Measured
Removed (Heritage trees)	24	198
Mitigation Ratio Requirement (3:1)	-	594
Mitigation (Heritage + Significant)		
Phase 1	145	389.5
Phase 2	26	78
Phase 3 Proposed	43	129
Total Mitigation	214	596.5

We respectfully request the Planning Commission's approval to proceed with the final phase of tree mitigation for the Windrose Green community. This proposed final phase of minimum 3 caliper- inch trees will bring the total tree count to 214 and total caliper measurement of 596.5 inches, replacing the original 198 caliper inches of 24 trees removed from the site.

Sincerely,



Joe Grabinski

Director of Development

WINDROSE GREEN

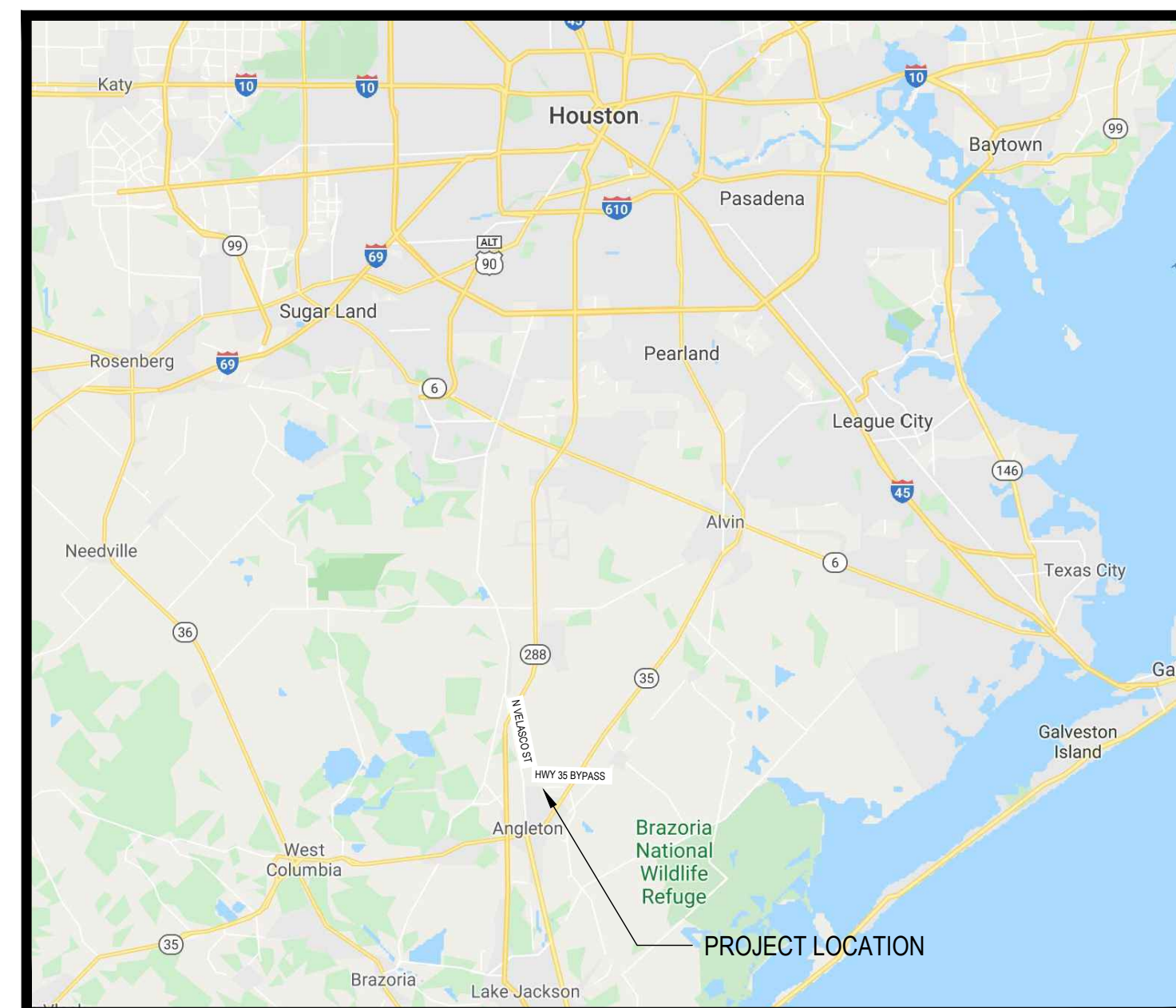
TREE MITIGATION PLAN

EMPTOR ANGLETON, LLC
ANGLETON, TX

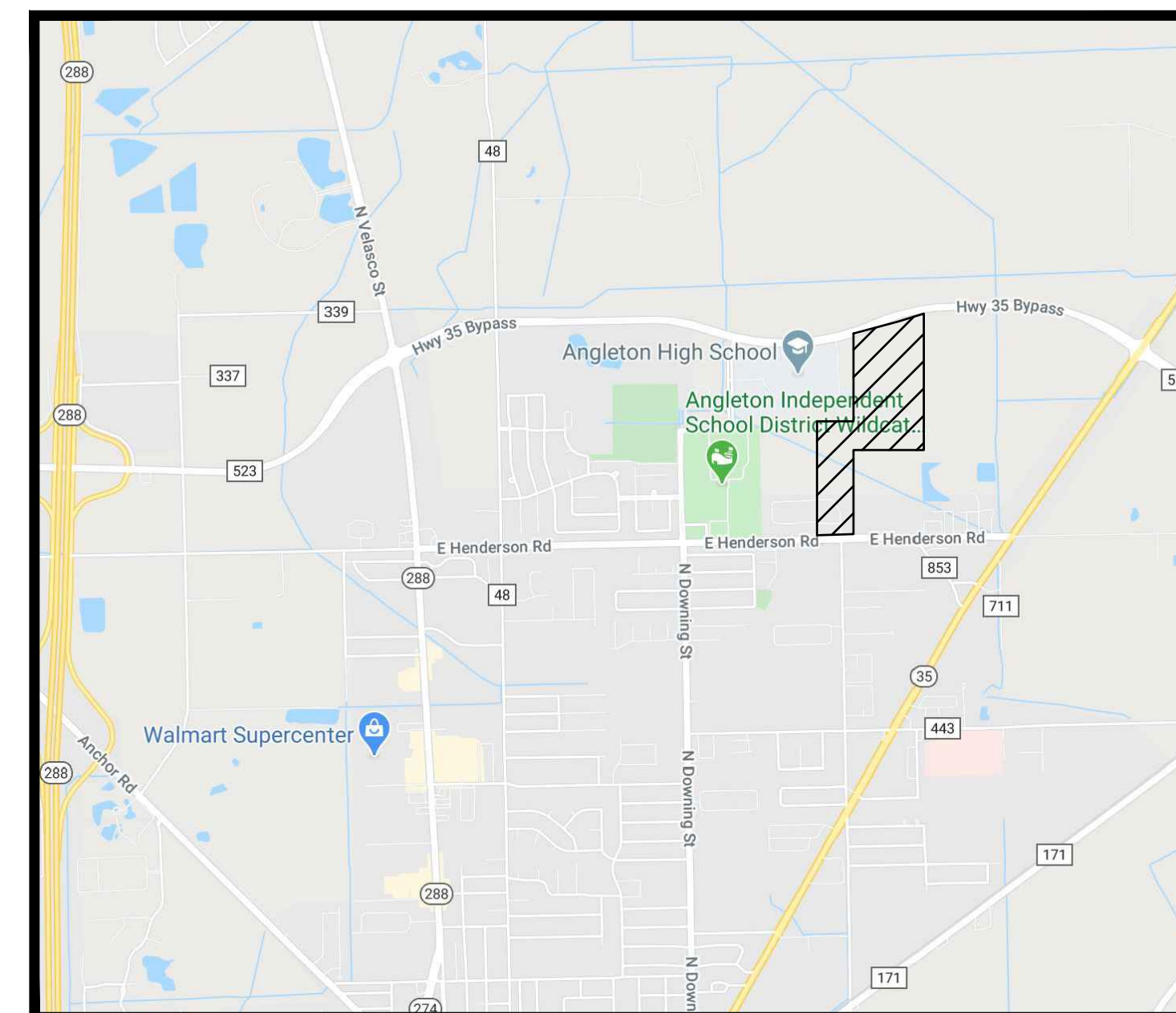
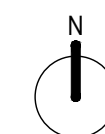


11.07.2024
CCA PROJECT NO.124-089

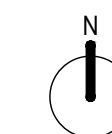
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OVERALL PLAN	L0.00
TREE REMOVAL PLAN	
OVERALL TREE MITIGATION PLAN	
TREE MITIGATION PLANS	L1.01-L1.05
TREE MITIGATION SCHEDULES	L1.06



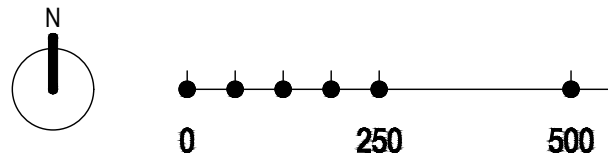
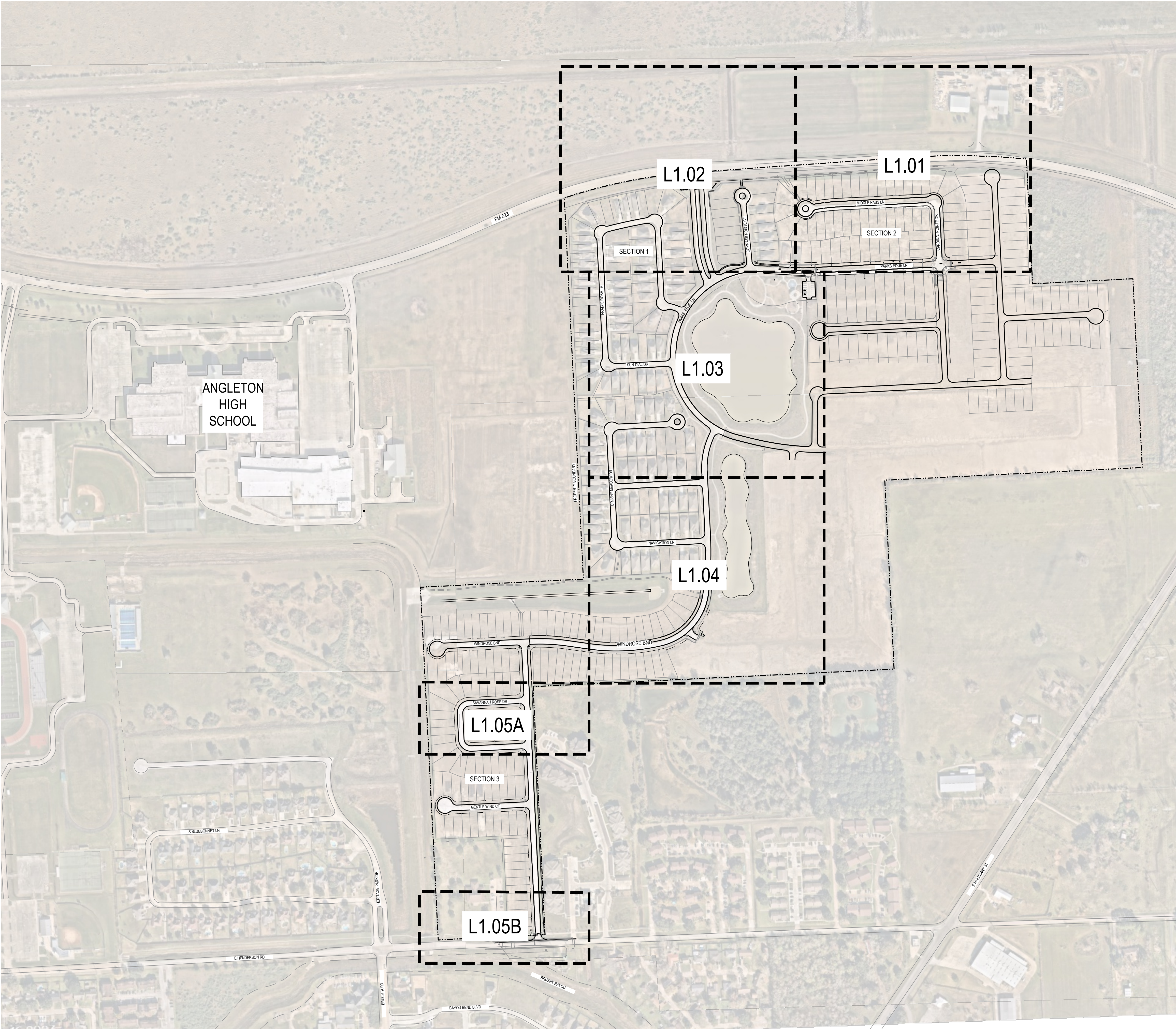
LOCATION MAP



VICINITY MAP



J:\WINDROSE GREEN\TECH SERVICES\124-0894-0\WORKING FILES\4.2 CAD\4.2.2 SHEET S1.00 OVERALL PLAN.DWG



LANDSCAPE ARCHITECTURE
10401 Stella Link Road
Houston, TX 77025
T: 713 871 1414 F: 713 871 0888

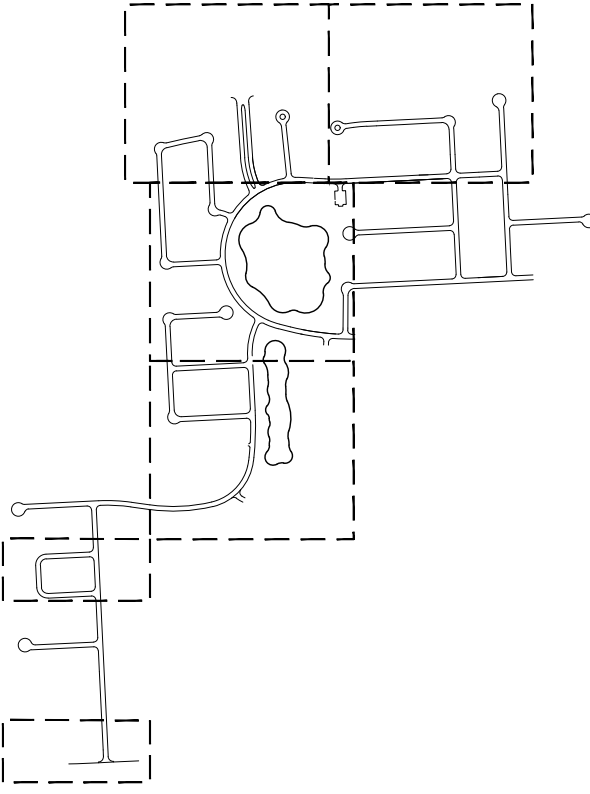
CLIENT
EMPTOR ANGLETON, LLC
9950 WESTPARK DR. #285
HOUSTON, TX. 77063
T: 281 571 7007

SEAL



ISSUE

KEY MAP



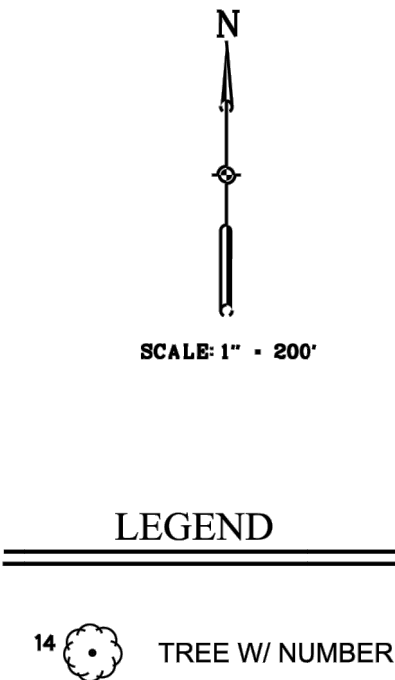
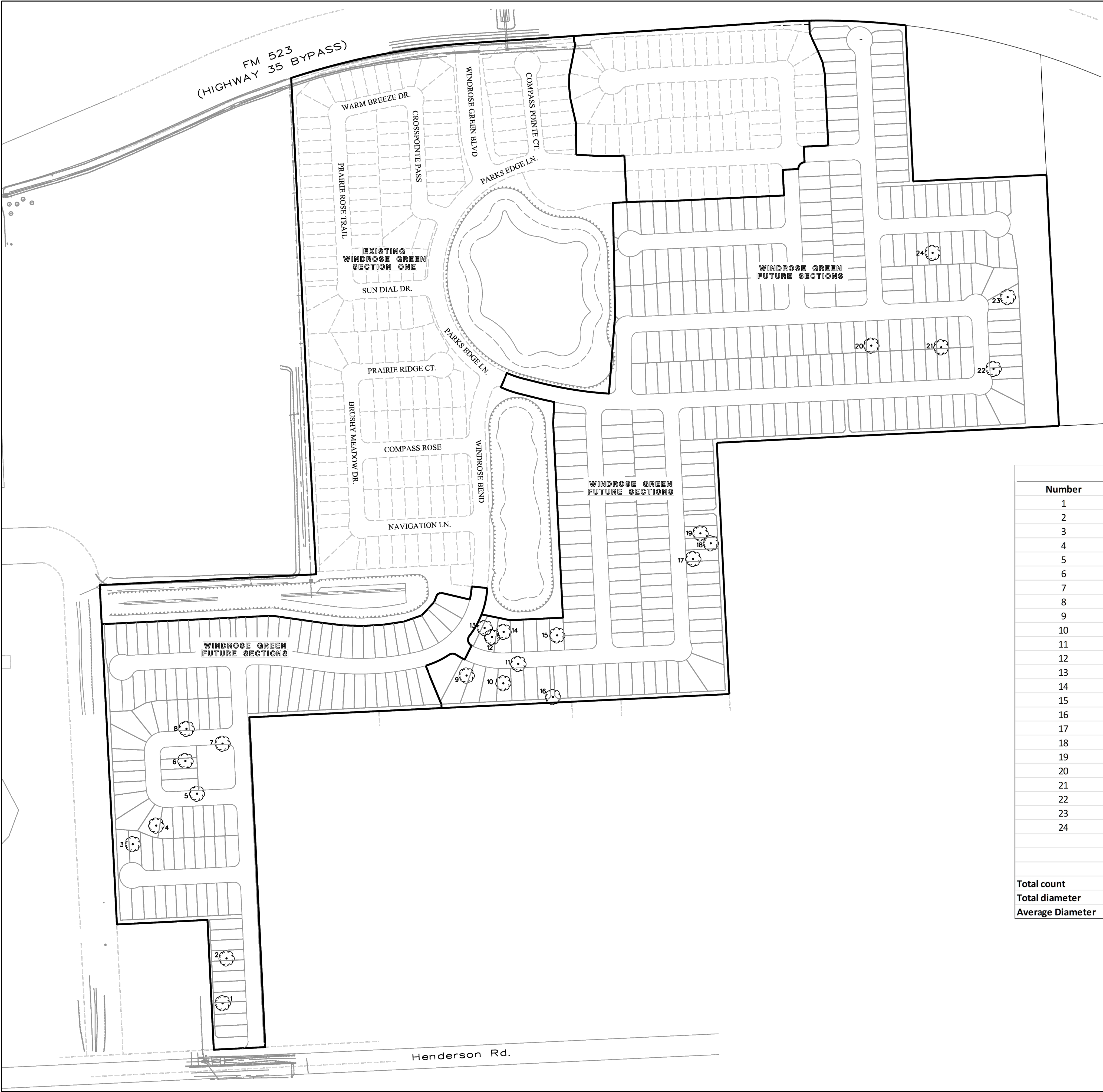
WINDROSE GREEN
ANGLETON, TX

OVERALL PLAN


DRAWN BY: RLH
CHECKED BY: CW, AK
DATE: 11.07.2024
SCALE: 1" = 250'-0"
PROJECT #: 123-012

SHEET
L0.00

J:\WINDROSE GREEN TECH SERVICES\124-0894\1 WORKING FILES\4.2 CAD\4.2.2 SHEET STREE REMOVAL PLAN.DWG



Tree Removal Plan				
Number	Species		Diameter (inches)	Classification
1	Live Oak	Quercus virginiana	6	Heritage Tree
2	Live Oak	Quercus virginiana	8	Heritage Tree
3	Live Oak	Quercus virginiana	7	Heritage Tree
4	Live Oak	Quercus virginiana	8	Heritage Tree
5	Live Oak	Quercus virginiana	9	Heritage Tree
6	Live Oak	Quercus virginiana	10	Heritage Tree
7	Live Oak	Quercus virginiana	8	Heritage Tree
8	Live Oak	Quercus virginiana	11	Heritage Tree
9	Live Oak	Quercus virginiana	9	Heritage Tree
10	Live Oak	Quercus virginiana	5	Heritage Tree
11	Live Oak	Quercus virginiana	8	Heritage Tree
12	Live Oak	Quercus virginiana	10	Heritage Tree
13	Live Oak	Quercus virginiana	6	Heritage Tree
14	Live Oak	Quercus virginiana	8	Heritage Tree
15	Live Oak	Quercus virginiana	5	Heritage Tree
16	Live Oak	Quercus virginiana	8	Heritage Tree
17	Live Oak	Quercus virginiana	6	Heritage Tree
18	Live Oak	Quercus virginiana	5	Heritage Tree
19	Live Oak	Quercus virginiana	7	Heritage Tree
20	Live Oak	Quercus virginiana	6	Heritage Tree
21	Live Oak	Quercus virginiana	10	Heritage Tree
22	Live Oak	Quercus virginiana	9	Heritage Tree
23	Live Oak	Quercus virginiana	13	Heritage Tree
24	Live Oak	Quercus virginiana	16	Heritage Tree
		Heritage		
Total count		24		
Total diameter		198		
Average Diameter		8		



Engineering and Surveying
2107 CityWest Blvd., 3rd Floor
Houston, Texas 77042
(713) 763-7788 (713) 763-3580 Fax
TBPE FIRM REG. No. 280
TBPLS FIRM REG. No. 100486

WINDROSE GREEN PHASE II
TREE LAYOUT

JOB NO. : 2020255-000-DS

DATE: 10-20-2022

EXHIBIT NO. : 1

CLARK CONDON

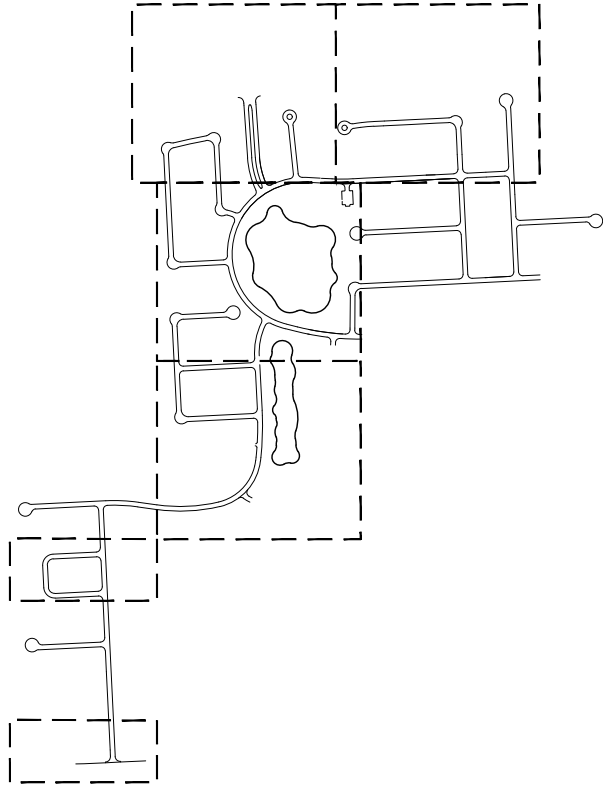
LANDSCAPE ARCHITECTURE
10401 Stella Link Road
Houston, TX 77025
T: 713 871 1414 F: 713 871 0888

CLIENT
EMPTOR ANGLETON, LLC
9950 WESTPARK DR. #285
HOUSTON, TX. 77063
T: 281 571 7007

SEAL

ISSUE

KEY MAP



WINDROSE GREEN
ANGLETON, TX

TREE REMOVAL PLAN

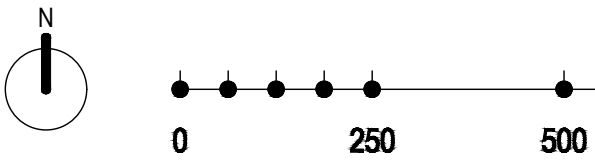
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PROJECT #: 123-012

SHEET



TREE MITIGATION LEGEND	
	PHASE I TREES
	PHASE II TREES
	PROPOSED TREES
	NON-HERITAGE OR SIGNIFICANT TREE

NOTE:
- REF. L1.05 FOR TREE MITIGATION SCHEDULING



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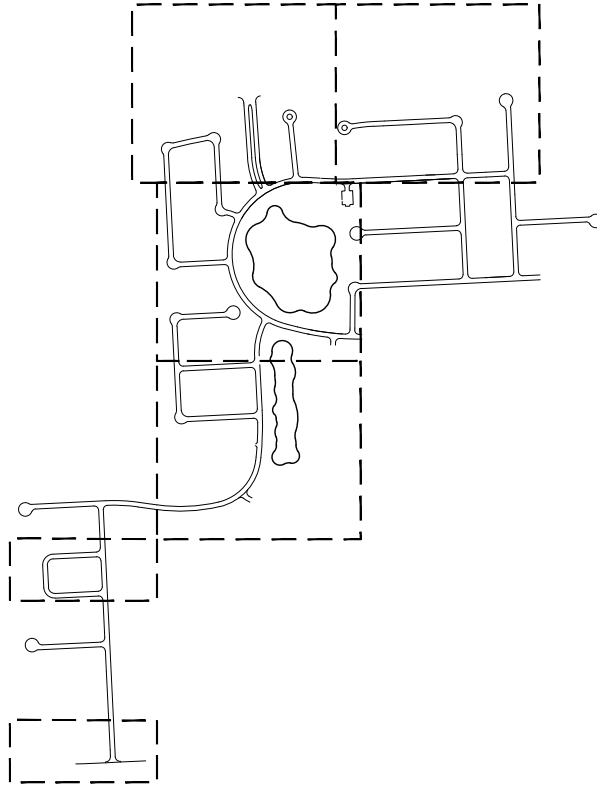
CLIENT
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9950 WESTPARK DR. #285
HOUSTON, TX. 77063
T: 281 571 7007

SEAL



ISSUE

KEY MAP



WINDROSE GREEN
ANGLETON, TX

OVERALL TREE MITIGATION PLAN

DRAWN BY: RLH
CHECKED BY: CW, AK
DATE: 11.07.2024
SCALE: 1" = 250'-0"
PROJECT #: 123-012

SHEET

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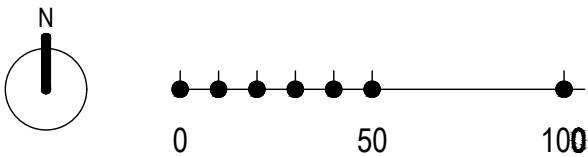
MATCHLINE 'A'/L1.02



MATCHLINE 'B'/L1.03

TREE MITIGATION LEGEND	
	PHASE I TREES
	PHASE II TREES
	PROPOSED TREES
	NON-HERITAGE OR SIGNIFICANT TREE

NOTE:
- REF. L1.05 FOR TREE MITIGATION SCHEDULING



CLARK CONDON

LANDSCAPE ARCHITECTURE
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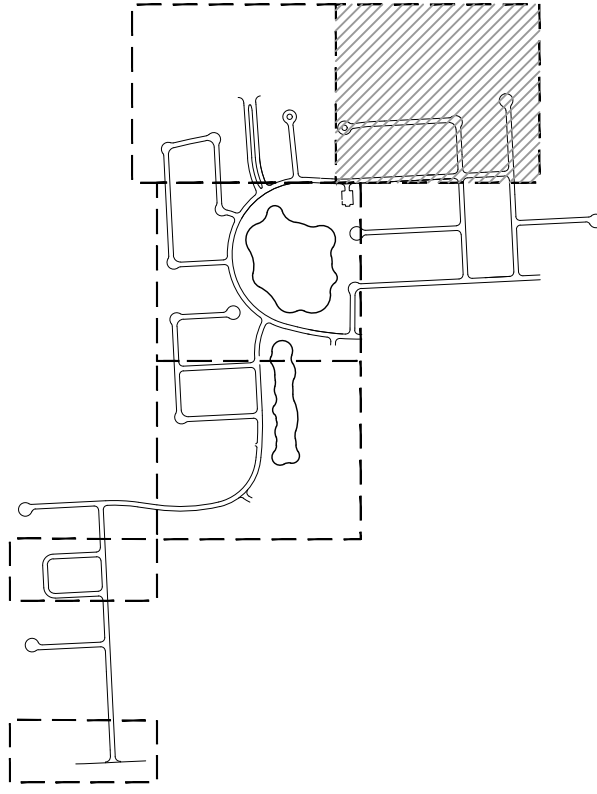
CLIENT
EMPTOR ANGLETON, LLC
9950 WESTPARK DR. #285
HOUSTON, TX. 77063
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SEAL



ISSUE

KEY MAP

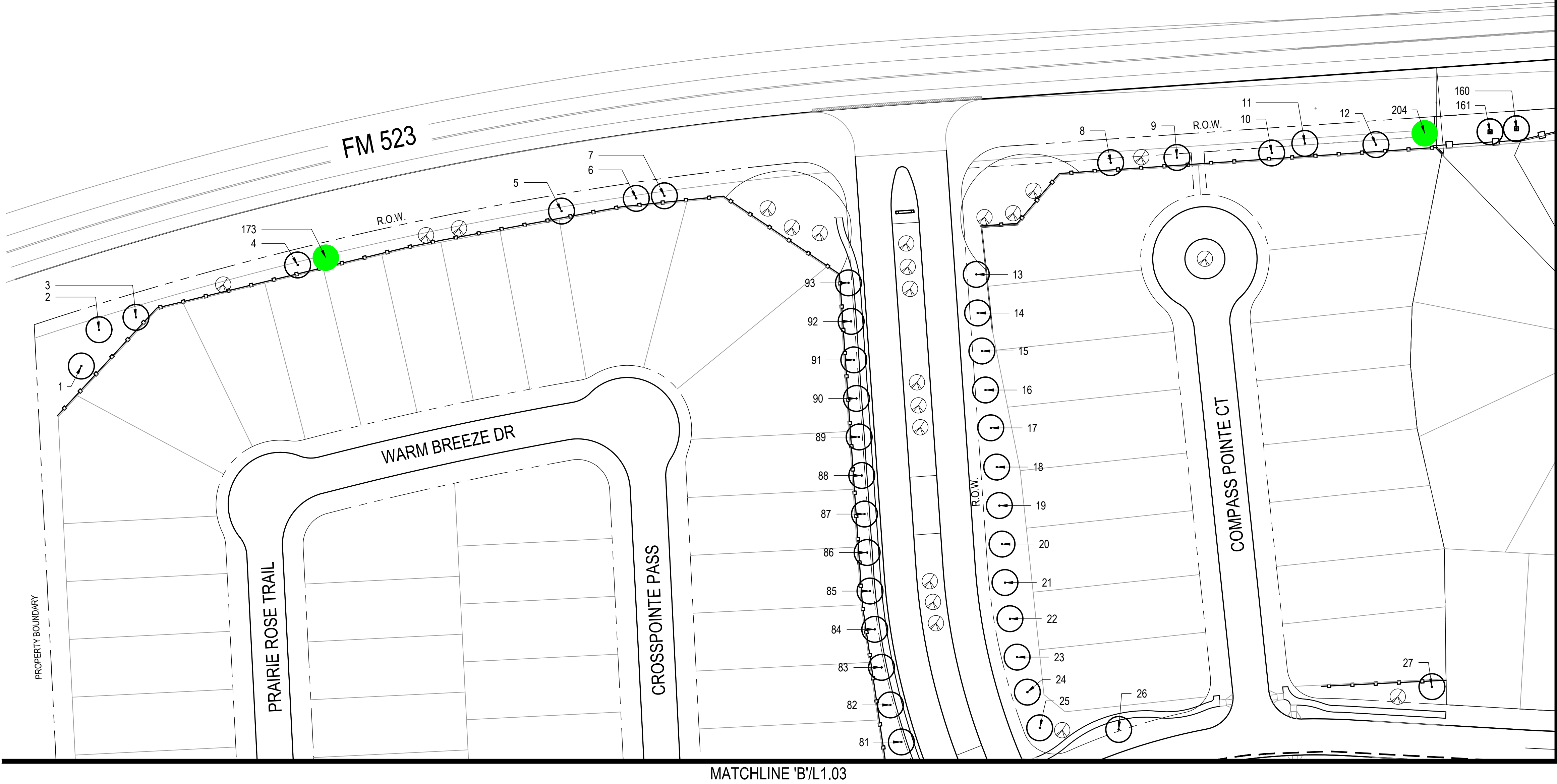


WINDROSE GREEN
ANGLETON, TX

TREE MITIGATION PLAN

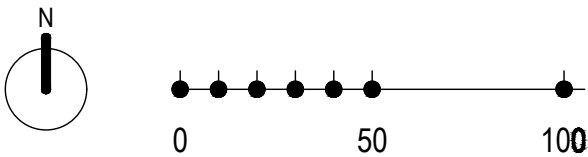
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PROJECT #: 123-012

SHEET
L1.01



TREE MITIGATION LEGEND	
	PHASE I TREES
	PHASE II TREES
	PROPOSED TREES
	NON-HERITAGE OR SIGNIFICANT TREE

NOTE:
- REF. L1.05 FOR TREE MITIGATION SCHEDULING



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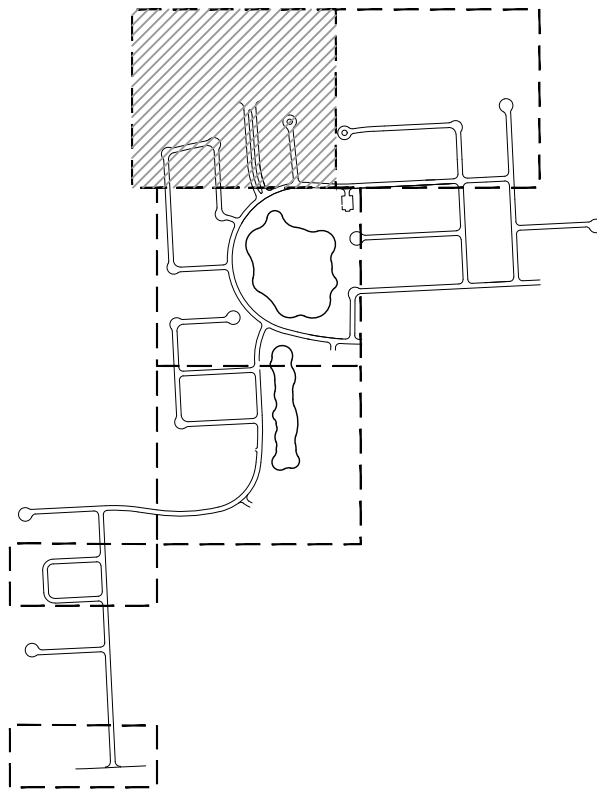
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SEAL

ISSUE

KEY MAP



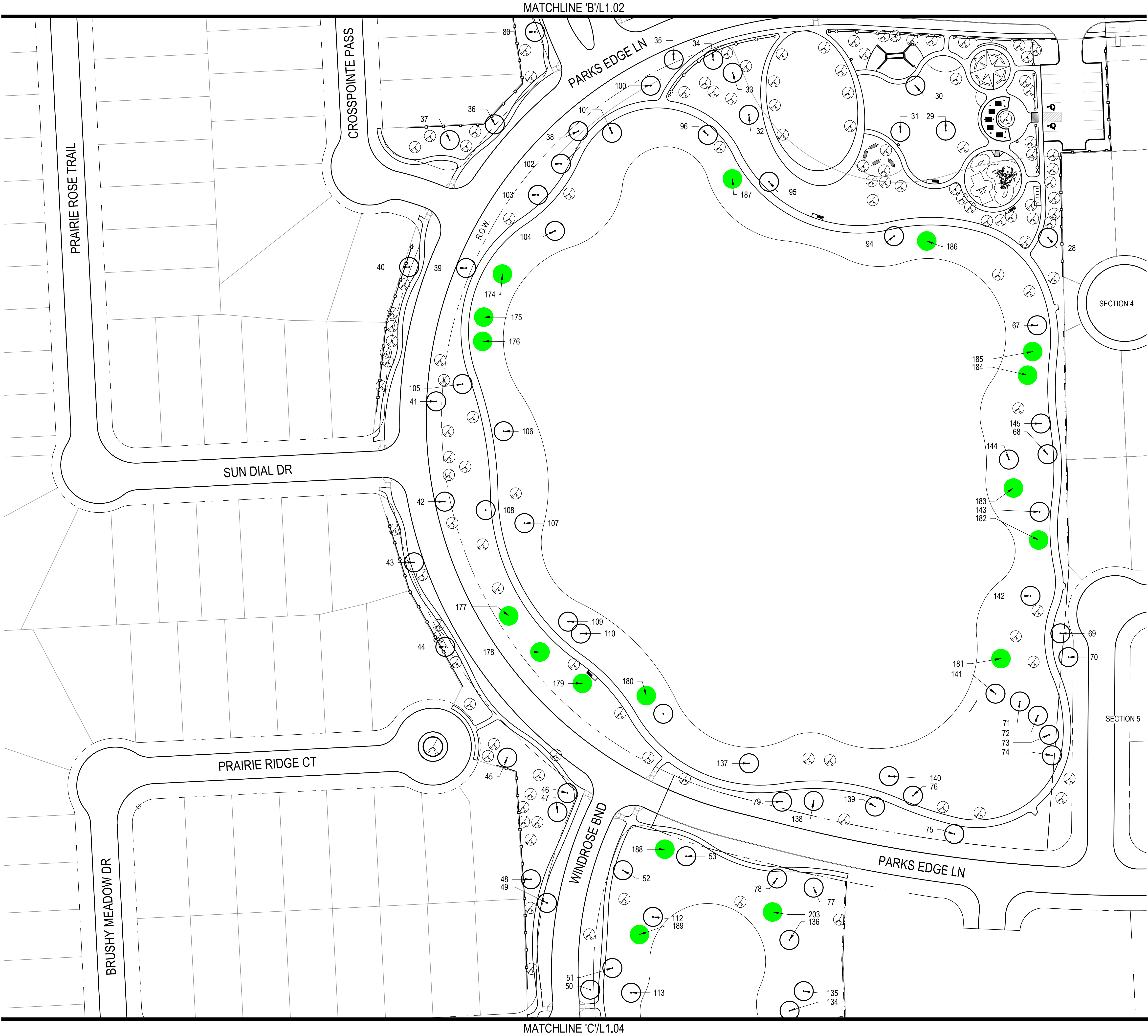
WINDROSE GREEN
ANGLETON, TX

TREE MITIGATION PLAN

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DATE: 11.07.2024
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PROJECT #: 123-012

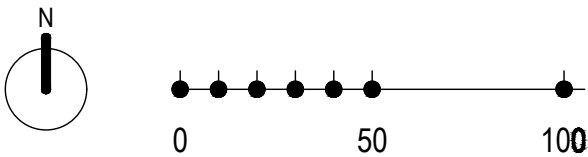
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TREE MITIGATION LEGEND	
	PHASE I TREES
	PHASE II TREES
	PROPOSED TREES
	NON-HERITAGE OR SIGNIFICANT TREE

NOTE:
- REF. L1.05 FOR TREE MITIGATION SCHEDULING



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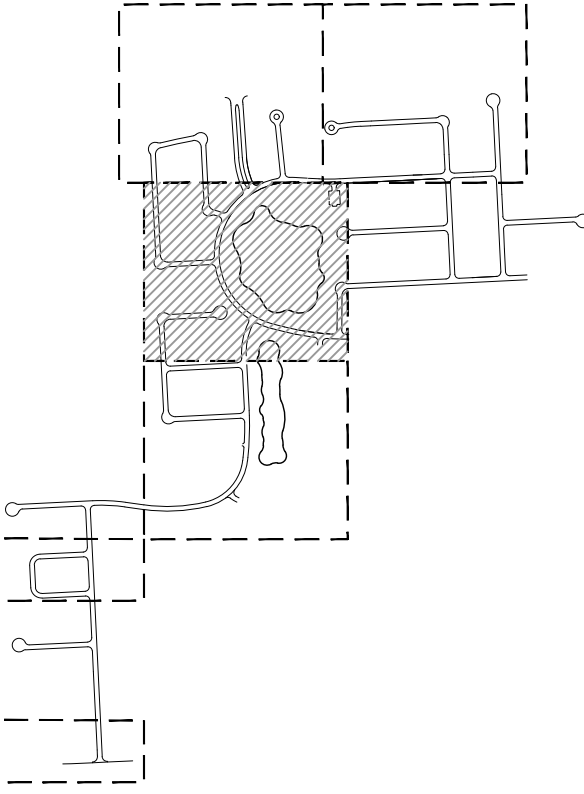
CLIENT
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HOUSTON, TX. 77063
T: 281 571 7007

SEAL



ISSUE

KEY MAP



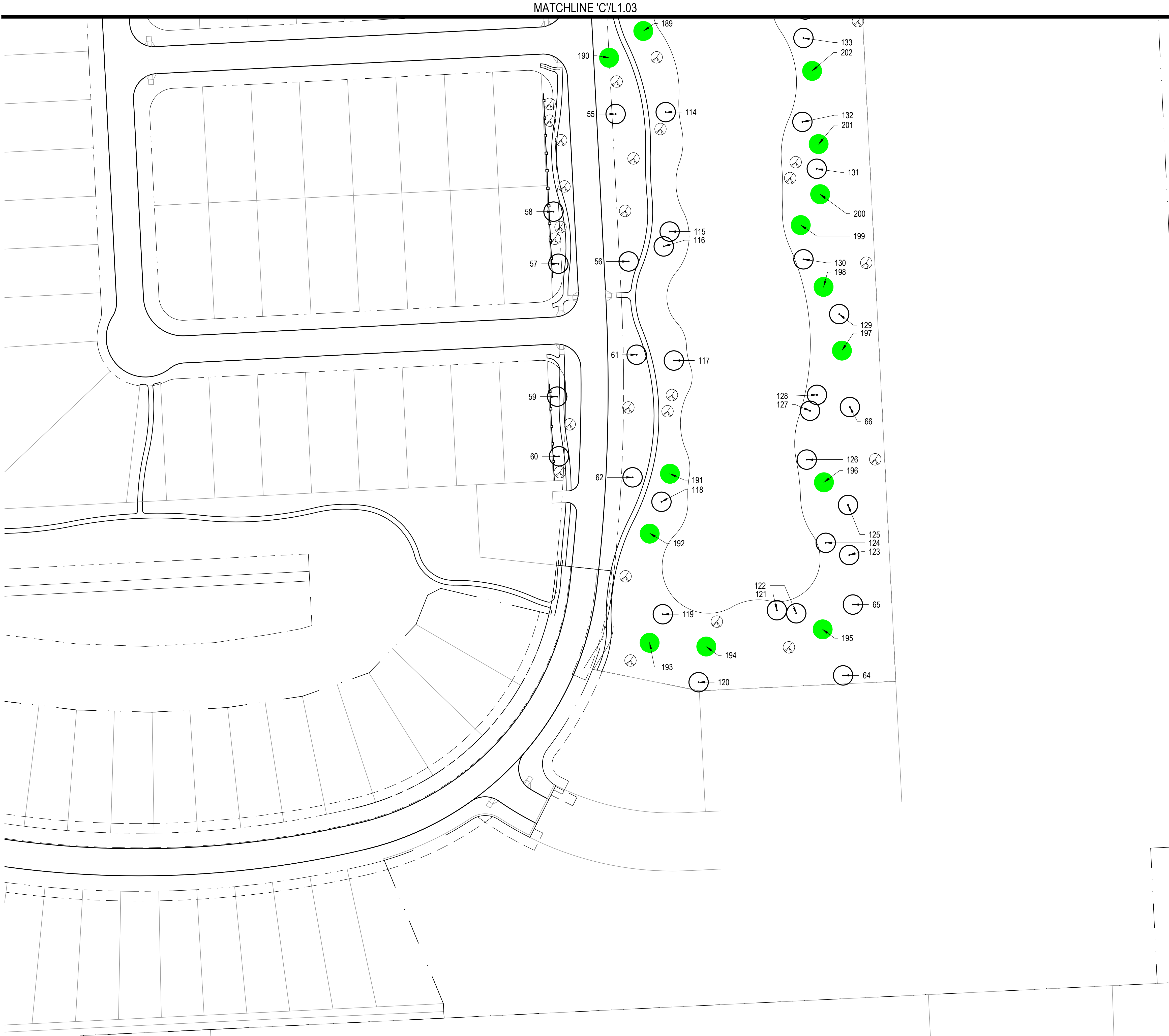
WINDROSE GREEN
ANGLETON, TX

TREE MITIGATION PLAN

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PROJECT #: 123-012

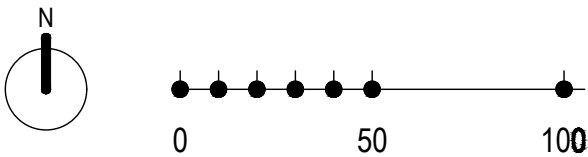
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FILES\42 CAD\422 SHEET SLL 04 TREE MITIGATION PLANS.DWG



TREE MITIGATION LEGEND	
	PHASE I TREES
	PHASE II TREES
	PROPOSED TREES
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NOTE:
- REF. L1.05 FOR TREE MITIGATION SCHEDULING



CLARK CONDON

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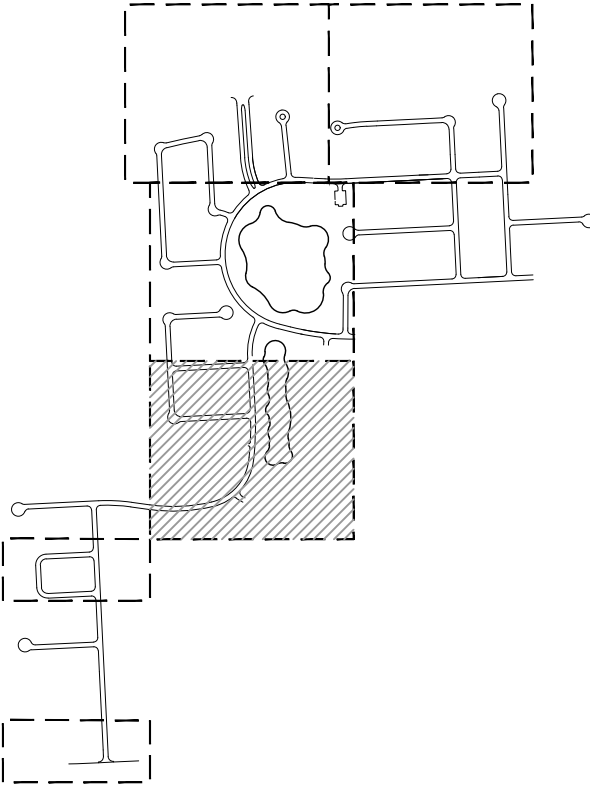
CLIENT
EMPTOR ANGLETON, LLC
9950 WESTPARK DR. #285
HOUSTON, TX. 77063
T: 281 571 7007

SEAL



ISSUE

KEY MAP



WINDROSE GREEN
ANGLETON, TX

TREE MITIGATION PLAN

DRAWN BY: RLH
CHECKED BY: CW, AK
DATE: 11.07.2024
SCALE: 1" = 50'-0"
PROJECT #: 123-012

SHEET
L1.04

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TREE MITIGATION LEGEND	
	PHASE I TREES
	PHASE II TREES
	PROPOSED TREES
	NON-HERITAGE OR SIGNIFICANT TREE

NOTE:
- REF. L1.05 FOR TREE MITIGATION SCHEDULING

CLARK CONDON

LANDSCAPE ARCHITECTURE
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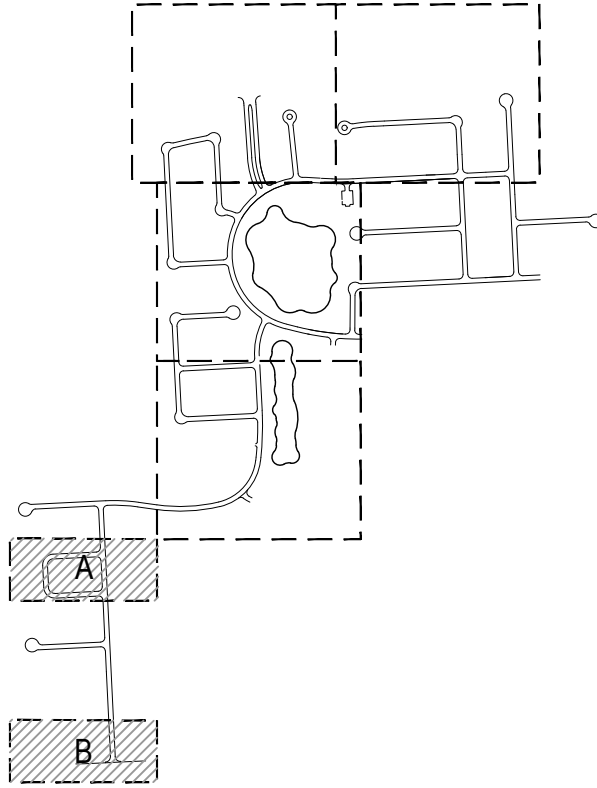
CLIENT
EMPTOR ANGLETON, LLC
9950 WESTPARK DR. #285
HOUSTON, TX. 77063
T: 281 571 7007

SEAL



ISSUE

KEY MAP



WINDROSE GREEN
ANGLETON, TX

TREE MITIGATION PLANS

DRAWN BY: RLH
CHECKED BY: CW, AK
DATE: 11.07.2024
SCALE: AS SHOWN
PROJECT #: 123-012

SHEET
L1.05

Phase I									
No.	Species	Caliper (inches)	Heritage or Significant						
1	Live Oak	2.5	H						
2	Live Oak	3	H						
3	Live Oak	3	S						
4	Live Oak	3	S						
5	Live Oak	3	S						
6	Live Oak	2.5	S						
7	Live Oak	3	S						
8	Live Oak	3	S						
9	Live Oak	3	S						
10	Live Oak	2.25	S						
11	Live Oak	2.5	S						
12	Live Oak	3	S						
13	Live Oak	3	S						
14	Live Oak	3	S						
15	Live Oak	2.5	S						
16	Live Oak	2.5	S						
17	Live Oak	2.5	S						
18	Live Oak	3	S						
19	Live Oak	2.5	S						
20	Live Oak	3	S						
21	Live Oak	2.5	S						
22	Live Oak	2.5	S						
23	Live Oak	3	H						
24	Live Oak	2.5	H						
25	Live Oak	3	S						
26	Live oak	2.5	S						
27	Live Oak	3	S						
28	Live oak	2.5	S						
29	Live oak	2.5	S						
30	Live oak	3	S						
31	Live Oak	2.5	S						
32	Live Oak	2.5	S						
33	Live oak	3	S						
34	Live Oak	2.5	S						
35	Live Oak	3	S						
36	Live Oak	2.5	S						
37	Live Oak	2.5	S						
38	Live Oak	3.5	S						
39	Live Oak	2.75	S						
40	Live Oak	2.5	S						
41	Live Oak	3	S						
42	Live Oak	2.5	S						
43	Live Oak	2.5	H						
44	Live Oak	2.5	S						
45	Live Oak	2.5	S						
46	Live Oak	2.5	S						
47	Live Oak	2.5	S						
48	Live Oak	2.5	S						
49	Live Oak	2.5	S						
50	Live Oak	3	S						
51	Live Oak	2	S						
52	Live Oak	2.5	S	101 Bald Cypress	3.5	S			
53	Live Oak	2.5	S	102 Water Oak	2	S			
54	Live Oak	2.5	S	103					
55	Live Oak	3	S	104 Bald Cypress	3	S			
56	Live Oak	2.5	S	105 Bald Cypress	3.5	S			
57	Live Oak	2.5	S	106 Bald Cypress	3.5	S			
58	Live Oak	3	S	107 Bald Cypress	3.5	S			
59	Live Oak	2.5	S	108 Water Oak	2	S			
60	Live Oak	3	S	109					
61	Live Oak	3	S	110 Bald Cypress	3.5	S			
62	Live Oak	3	S	111 Bald Cypress	3.5	S			
63	Live Oak	2.5	S	112 Bald Cypress	2.5	S			
64	Live Oak	3	S	113 Water Oak	2	S			
65	Live Oak	3	S	114 Bald Cypress	3	S			
66	Live Oak	3	S	115 Bald Cypress	2.5	S			
67	Live Oak	3	S	116 Bald Cypress	2.5	S			
68	Live Oak	3	S	117 Bald Cypress	3	S			
69	Live Oak	2.5	S	118 Bald Cypress	3	S			
70	Live Oak	2.5	S	119					
71	Live Oak	2.5	S	120 Bald Cypress	3.5	S			
72	Live Oak	3	S	121 Bald Cypress	3.5	S			
73	Live Oak	2.5	S	122 Bald Cypress	3	S			
74	Live Oak	3	S	123 Bald Cypress	3.5	S			
75	Live Oak	2.5	S	124 Bald Cypress	3	S			
76	Live Oak	2.5	S	125 Bald Cypress	2.5	S			
77	Live Oak	2.5	S	126 Water Oak	1.5	S			
78	Live Oak	3	S	127 Bald Cypress	4	S			
79	Live Oak	3	S	128 Bald Cypress	3	S			
80	Live Oak	2.5	S	129 Bald Cypress	2.5	S			
81	Live Oak	3	S	130 Bald Cypress	3	S			
82	Live Oak	3	S	131 Bald Cypress	2.5	S			
83	Live Oak	2.5	S	132 Bald Cypress	4	S			
84	Live Oak	3	S	133 Water Oak	2.5	S			
85	Live Oak	2.5	S	134 Water Oak	2	S			
86	Live Oak	2.5	S	135 Bald Cypress	3.5	S			
87	Live Oak	2	S	136 Water Oak	2.5	S			
88	Live Oak	2.5	S	137 Water Oak	2.5	S			
89	Live Oak	2.5	S	138 Bald Cypress	3.5	S			
90	Live Oak	2.5	S	139 Water Oak	2.5	S			
91	Live Oak	2.5	S	140 Bald Cypress	3	S			
92	Live Oak	2.5	S	141 Bald Cypress	3.5	S			
93	Live Oak	2.5	S	142 Bald Cypress	3	S			
94	Bald Cypress	3.5	S	143 Bald Cypress	4	S			
95	Bald Cypress	3	S	144 Bald Cypress	4	S			
96	Water Oak	2.5	S	145 Bald Cypress	4	S			
100	Water Oak	3	S	TOTAL PH.I	389.5				

Phase II			
	Caliper	Heritage or	
No.	Species	(inches)	Significant
146	Live Oak	3	H
147	Live Oak	3	H
148	Live Oak	3	H
149	Live Oak	3	H
150	Live Oak	3	H
151	Live Oak	3	H
152	Live Oak	3	H
153	Live Oak	3	H
154	Live Oak	3	H
155	Live Oak	3	H
156	Live Oak	3	H
157	Live Oak	3	H
158	Live Oak	3	H
159	Live Oak	3	H
160	Live Oak	3	H
161	Live Oak	3	H
162	Live Oak	3	H
163	Live Oak	3	H
164	Live Oak	3	H
165	Water Oak	3	S
166	Live Oak	3	H
167	Live Oak	3	H
168	Live Oak	3	H
169	Water Oak	3	S
170	Live Oak	3	H
171	Live Oak	3	H
TOTAL PH.II		78	

PROPOSED TREES			
No.	Species	Caliper (inches)	Heritage or Significant
173	Live Oak	3	H
174	Bald Cypress	3	S
175	Bald Cypress	3	S
176	Bald Cypress	3	S
177	Live Oak	3	H
178	Live Oak	3	H
179	Live Oak	3	H
180	Live Oak	3	H
181	Live Oak	3	H
182	Bald Cypress	3	S
183	Live Oak	3	H
184	Bald Cypress	3	S
185	Water Oak	3	S
186	Water Oak	3	S
187	Bald Cypress	3	S
188	Bald Cypress	3	S
189	Live Oak	3	H
190	Live Oak	3	H
191	Bald Cypress	3	S
192	Water Oak	3	S
193	Water Oak	3	S
194	Bald Cypress	3	S
195	Live Oak	3	H
196	Water Oak	3	S
197	Water Oak	3	S
198	Bald Cypress	3	S
199	Live Oak	3	H
200	Water Oak	3	S
201	Live Oak	3	H
202	Water Oak	3	S
203	Water Oak	3	S
204	Bald Cypress	3	S
205	Live Oak	3	H
206	Water Oak	3	S
207	Water Oak	3	S
208	Live Oak	3	H
209	Water Oak	3	S
210	Live Oak	3	H
211	Live Oak	3	H
212	Water Oak	3	S
213	Live Oak	3	H
214	Live Oak	3	H
215	Live Oak	3	H
TOTAL PROPOSED		129	



July 24, 2024

Jeb Kolby, P.E.
Director of Development
Ember Real Estate Investment & Development
4444 Westheimer Road; Suite G325
Houston, TX 77027

Re: Freedom Park & Windrose Green Tree Replacement
City of Angleton

Dear Mr. Kolby:

Please find the attached latest tree inventory memo dated December 13, 2022 (See Attachment "A"). This document contains the latest tree count, their diameter, and species. The following are the amount of Heritage trees that were removed:

Freedom Park

34 live oaks and 1 pecan: Total caliper inches of heritage trees removed is 455 inches.

Windrose Green

24 heritage trees were removed: Total caliper inches of heritage trees removed is 198 inches.

Please note:

1. The four poor quality trees identified in Exhibit A have been added into the total caliper inches of removed trees at Freedom Park.
2. The four other trees removed later identified in Exhibit "B-2" that does not have a size or species. Those are not included in above calculations.

Heritage tree loses must be accounted for by multiplying the total of removed caliper inches of heritage trees by three to determine the aggregate amount of tree caliper inches that must be provided. Therefore, the aggregate of total caliper inches required:

Freedom Park

455 inches x 3 = 1,365 aggregate of total caliper inches required.

Windrose Green

198 inches x 3 = 594 aggregate of total caliper inches required.

Windrose Green Landscaping Plan added 91 Live Oaks per the attached memo. However, the tree caliber for each tree planted is only 2.5 inches. Per City ordinance, the City of Angleton will accept no less than three (3) caliper-inches of trees (Live Oak or Pecan) as a replacement for heritage trees removal. Therefore, there is no credit for the smaller diameter trees planted in the Windrose Green.

The total amount of trees required to be replanted at each site shall be calculated at:

Freedom Park

1,365 caliper inches of heritage trees required / 3 = 455 - 3-inch caliper live oak or pecan trees required to be planted.

Windrose Green

594 caliper inches of heritage trees required / 3 = 198 - 3-inch caliper live oak or pecan trees required to be planted.

Alternatively, the City of Angleton will accept a fee in lieu of the tree replacement. The fee in lieu of tree replacement must be consistent with the replacement costs for three (3) caliper-inch heritage trees (Live Oak or Pecan) from a local landscape provider. A recent cost estimate for heritage trees has been provided by Wagner Tree Farm (See attachment "B") Therefore, the fee in lieu is:

Freedom Park

455 Heritage Trees x \$475.56 per tree = \$216,379.80 of fee in lieu of tree mitigation.

Windrose Green

198 Heritage Trees x \$475.56 per tree = \$94,160.00 of fee in lieu of tree mitigation.

Additionally, any remaining heritage trees removed to create the 30-foot maintenance berm around the Freedom Park Detention Pond as depicted in the approved set of plans will need to be calculated in the same manner and added to the totals above.

Ember Real Estates Investment & Development (Ember) has requested a credit for significant trees saved at each site. Ember should coordinate with City staff to get on the next City Council agenda to discuss a credit for significant trees saved.

If you would like to discuss this in more detail, please contact me.

Sincerely,

If you have any questions, please call me.

Sincerely,

HDR ENGINEERING, INC.



John Peterson, P.E., CFM
Associate Vice President/Municipal Practice Lead



Attachment "A"

MEMORANDUM

December 13, 2022

To: Megan Mainer, Director of Parks & Recreation

CC: Chris Whittaker, City Manager

Otis Spriggs, Director of Development Services

Chris Casey, Civic Principal, HDR

Alex Khoshakhlagh, Project Manager, Costello Engineering

Jeb Kolby, Director of Development, Concourse Development

From: Stephen R. Tennis, Director of Planning, Concourse Development

RE: **Heritage Tree Analysis**

This Memorandum serves as Concourse Development's understanding, analysis and conclusion on the City of Angleton's Code of Ordinance 23-60, Heritage Tree Protection requirement as applied to the Freedom Park and the Windrose Green development clearing projects.

Freedom Park

Rancho Isabella MUD contracted with Crisp Materials, LLC on a Clearing & Grubbing (C&G) project within the City of Angleton's Freedom Park tract to prepare for future detention capacity. Our team worked very closely with the Director of Parks & Recreation and Burditt Landscape Architecture to design a project that preserved as many trees as possible. The C&G project started in May 2022 and was completed October 2022. Due to the extreme density of the trees and underbrush on the tract, the city staff agreed to the same clearing method used on Concourse's project that did not require a pre-clearing tree survey.

The contractor was instructed to preserve all trees for classifying and logging as they progressed. Within the future excavation area, only Heritage trees were preserved. The detention project also has a 30' maintenance berm around the entire detention pond area. Although on most detention pond projects the maintenance berm is completely cleared, this maintenance berm area was cleared with the intent to save as many trees as possible, at significant cost to both the contractor and Concourse Development.

A licensed arborist, Jeff Hanawalt, Certified Arborist TX-0211A, with Yellowstone Landscape – Tree Division was engaged to perform onsite reviews and logging of all trees. Throughout this process several onsite meetings took place with City staff to review the clearing process. Within the excavation area a total of 31 Heritage trees were identified (30 Live Oaks and 1 Pecan) for a total of 413 caliper inches of

Heritage trees to be removed and requiring mitigation (**see Exhibit “A”**). Within the maintenance berm area, a total of 110 trees were saved. (52 Heritage trees, 48 Significant trees and 10 non-Qualified trees) for a total of 1,232 caliper inches of trees saved. The 48 Significant trees generated a total of 591 total caliper inches of credit (**see Exhibit “B”**).

Based on the 1:1 mitigation requirement used for Freedom Park, 413 inches of mitigation was needed. (No credit was given for the 537 inches of Heritage trees, or 110 inches of non-qualified trees saved.) Therefore, the 413 inches of mitigation required for the Heritage trees removed within the excavation area was deducted from the 591 inches of credit from the Significant trees saved, resulting in a remaining credit of 178 inches.

At the final walk of the clearing project with the city staff there were 4 trees that were identified as being extremely close to the future excavation area and may need to be removed (**see Exhibit “B-2”**). It was agreed not to remove them under the current clearing contract, but to address those trees along with any other trees removed in the detention construction contract.

An additional analysis will be merited after the detention construction contract is complete to determine the final mitigation count.

Windrose Green

Rancho Isabella MUD contracted with 3B Construction to clear the remaining developable land within the Windrose Green development. Since the entire development will require fill dirt to meet the drainage design criteria, no existing trees could be preserved, thus requiring tree mitigation.

A total of 24 Heritage trees were logged for a total of 198 caliper inches (**see Exhibit “C”**) The City Heritage Tree Protect ordinance requires a 3:1 mitigation requirement, resulting in a total of 594 caliper inches of mitigation. The Windrose Green Phase 1 Landscape Improvement project completed in December 2022 installed a total of 347 caliper inches of Heritage/Significant trees within the common areas of Windrose Green Section 1 (**see Exhibit “D”**). Based on the current mitigation requirement of 594 inches, less the Phase 1 planting credit of 347 inches and the 178 inches saved previously, a remaining balance of 68 caliper inches is needed to fulfill the mitigation requirements. Future Sections in Windrose Green will include landscaping in the common areas. Those projects will generate more than the required mitigation credits still required. Concourse Development will update and submit to the city after each landscape project is completed, showing the current tally at that time.

EXHIBIT "A"

Freedom Park Excavation Pond area only

Species	Diameter (inches)	Total count	Live Oak	Pecan	Total
Live Oak	6		30	1	31
Live Oak	7		400	13	413
Live Oak	7				
Live Oak	8		13	13	
Live Oak	8				
Live Oak	8				
Live Oak	8				
Live Oak	9				
Live Oak	10				
Live Oak	10				
Live Oak	10				
Live Oak	11				
Live Oak	12				
Live Oak	13				
Live Oak	13				
Live Oak	14				
Live Oak	14				
Live Oak	14				
Live Oak	14				
Live Oak	14				
Live Oak	15				
Live Oak	15				
Live Oak	16				
Live Oak	16				
Live Oak	16				
Live Oak	17				
Live Oak	17				
Live Oak	18				
Live Oak	18				
Live Oak	22				
Live Oak	28				
Pecan	13				
Total Caliber Inches					413

Poor Quality trees excluded from count			
Species			Diameter (Inches)
Live Oak	Quercus virginiana		6
Live Oak	Quercus virginiana		8
Live Oak	Quercus virginiana		13
Live Oak	Quercus virginiana		15

EXHIBIT "B"

Freedom Park Maintenance Berm area only

Number	Species	Diameter (inches)	Classification	Notes	Location
1	Water Oak	14	Significant Tree		6062-6063
2	Live Oak	15	Heritage Tree		6062-6063
3	Water Oak	12	Significant Tree		6063-6064
4	Live Oak	12	Heritage Tree	Double Trunk	6063-6064
5	Water Oak	14	Significant Tree		6063-6064
6	Live Oak	11	Heritage Tree		6063-6064
7	Live Oak	8	Heritage Tree		6063-6064
8	Water Oak	11	Significant Tree		6064-6065
9	Live Oak	9	Heritage Tree		6064-6065
10	Live Oak	12	Heritage Tree		6064-6065
11	Live Oak	8	Heritage Tree		6065-6066
12	Live Oak	22	Heritage Tree	Double Trunk	6065-6066
13	Water Oak	10	Significant Tree		6065-6066
14	Water Oak	9	Significant Tree		6067
15	Water Oak	17	Significant Tree		6067-6068
16	Water Oak	13	Non Qualified Tree		6068-6069
17	Eastern Red Cedar	20	Heritage Tree	Good structured quality tree	6068-6069
19	Live Oak	14	Heritage Tree		6068-6069
20	Live Oak	15	Heritage Tree		6069-6070
21	Water Oak	17	Significant Tree		6069-6070
22	Live Oak	14	Heritage Tree	On high bank	6069-6070
23	Live Oak	13	Heritage Tree		6072-6073
24	Water Oak	13	Significant Tree		6084-6085
25	Water Oak	10	Significant Tree		6084-6085
26	Live Oak	16	Heritage Tree		6084-6085
27	Live Oak	13	Heritage Tree		6084-6085
28	Eastern Red Cedar	8	Non Qualified Tree		6084-6085
29	Water Oak	8	Significant Tree		6087-6088
30	Eastern Red Cedar	10	Non Qualified Tree		6087-6088
31	Eastern Red Cedar	10	Non Qualified Tree		6087-6088
32	Eastern Red Cedar	12	Non Qualified Tree		6087-6088
33	Eastern Red Cedar	12	Non Qualified Tree		6087-6088
34	Live Oak	16	Heritage Tree		6088
35	Live Oak	20	Heritage Tree		6089-6090
36	Water Oak	20	Significant Tree	Good structured quality tree	6090-6091
37	Water Oak	16	Significant Tree		6091-6092
					6092-6093

38	Live Oak	Quercus virginiana	10	Heritage Tree	6092-6093
39	Water Oak	Quercus nigra	13	Significant Tree	6093-6094
40	Water Oak	Quercus nigra	16	Significant Tree	6095-6096
41	Water Oak	Quercus nigra	20	Significant Tree	6097-6098
42	Live Oak	Quercus virginiana	13	Heritage Tree	6097-6098
43	Water Oak	Quercus nigra	23	Significant Tree	6098-6099
44	Live Oak	Quercus virginiana	8	Heritage Tree	6098-6099
45	Eastern Red Cedar	Juniperus virginiana	7	Non Qualified Tree	6101-6000
46	American Elm	Ulmus Americana	8	Significant Tree	6002-6003
47	Water Oak	Quercus nigra	15	Significant Tree	6009-6010
48	Water Oak	Quercus nigra	12	Significant Tree	6010-6011
49	American Elm	Ulmus Americana	14	Significant Tree	6013
50	Live Oak	Quercus virginiana	8	Heritage Tree	6013-6014
51	Live Oak	Quercus virginiana	12	Heritage Tree	6014-6015
52	Live Oak	Quercus virginiana	5	Heritage Tree	6014-6015
53	American Elm	Ulmus Americana	7	Significant Tree	6016-6017
54	American Elm	Ulmus Americana	7	Significant Tree	6022-6023
55	American Elm	Ulmus Americana	10	Significant Tree	6023-6024
56	Eastern Red Cedar	Juniperus virginiana	7	Non Qualified Tree	6023-6024
57	Pecan	Carya illinoensis	7	Heritage Tree	6023-6024
58	American Elm	Ulmus Americana	8	Significant Tree	6023-6024
59	Water Oak	Quercus nigra	16	Significant Tree	6024
60	American Elm	Ulmus Americana	11	Significant Tree	6026-6027
61	American Elm	Ulmus Americana	11	Significant Tree	6027-6028
62	Eastern Red Cedar	Juniperus virginiana	12	Non Qualified Tree	6027-6028
63	Water Oak	Quercus nigra	15	Significant Tree	6027-6028
64	Water Oak	Quercus nigra	16	Significant Tree	6027-6028
65	Water Oak	Quercus nigra	18	Significant Tree	6027-6028
66	Water Oak	Quercus nigra	19	Significant Tree	6027-6028
67	Water Oak	Quercus nigra	11	Significant Tree	6031
68	Eastern Red Cedar	Juniperus virginiana	13	Non Qualified Tree	6032-6033
69	Live Oak	Quercus virginiana	8	Heritage Tree	6034-6035
70	American Elm	Ulmus Americana	14	Significant Tree	6035-6036
71	Live Oak	Quercus virginiana	13	Heritage Tree	6035-6036
72	Live Oak	Quercus virginiana	7	Heritage Tree	6039
73	Live Oak	Quercus virginiana	13	Heritage Tree	6039-6040
74	Water Oak	Quercus nigra	12	Significant Tree	6039-6040
75	Live Oak	Quercus virginiana	8	Heritage Tree	6040-6041
76	Water Oak	Quercus nigra	10	Significant Tree	6040-6041
77	Live Oak	Quercus virginiana	7	Heritage Tree	6040-6041

Double Trunk, existing tree marker 532

78	Live Oak	Quercus virginiana	10	Heritage Tree	Double Trunk	6040-6041
79	Live Oak	Quercus virginiana	7	Heritage Tree	Oak mott	6041-6042
80	Live Oak	Quercus virginiana	8	Heritage Tree		6041-6042
81	American Elm	Ulmus Americana	15	Significant Tree		6041-6042
82	Live Oak	Quercus virginiana	6	Heritage Tree		6041-6042
83	Live Oak	Quercus virginiana	12	Heritage Tree	Oak mott	6041-6042
84	Live Oak	Quercus virginiana	8	Heritage Tree		6041-6042
85	Live Oak	Quercus virginiana	3	Heritage Tree		6041-6042
86	Live Oak	Quercus virginiana	4	Heritage Tree	Heavily Leaning	6041-6042
87	Live Oak	Quercus virginiana	7	Heritage Tree		6042-6043
88	Live Oak	Quercus virginiana	4	Heritage Tree		6042-6043
89	American Elm	Ulmus Americana	6	Significant Tree		6042-6043
90	Live Oak	Quercus virginiana	3	Heritage Tree		6042-6043
91	American Elm	Ulmus Americana	19	Significant Tree	Existing tree marker 531	6042-6043
92	Water Oak	Quercus nigra	15	Significant Tree		6043
93	Live Oak	Quercus virginiana	25	Heritage Tree		6043
94	Water Oak	Quercus nigra	7	Significant Tree	Oak mott	6043-6044
95	Live Oak	Quercus virginiana	8	Heritage Tree		6045-6046
96	American Elm	Ulmus Americana	15	Significant Tree	Multiple Trunk	6045-6046
97	American Elm	Ulmus Americana	5	Significant Tree	Multiple Trunk	6045-6046
98	American Elm	Ulmus Americana	8	Significant Tree		6046-6053
99	Live Oak	Quercus virginiana	4	Heritage Tree		6046-6053
100	Live Oak	Quercus virginiana	10	Heritage Tree		6046-6053
101	Live Oak	Quercus virginiana	9	Heritage Tree		6046-6053
102	American Elm	Ulmus Americana	4	Significant Tree		6046-6053
103	Live Oak	Quercus virginiana	9	Heritage Tree		6046-6053
104	American Elm	Ulmus Americana	8	Significant Tree		6046-6053
105	Live Oak	Quercus virginiana	19	Heritage Tree	Multiple Trunk	6053-6054
106	Live Oak	Quercus virginiana	4	Heritage Tree		6053-6054
107	Live Oak	Quercus virginiana	5	Heritage Tree		6054-6055
108	American Elm	Ulmus Americana	8	Significant Tree		6054-6055
109	Live Oak	Quercus virginiana	5	Heritage Tree		6054-6055
110	Live Oak	Quercus virginiana	10	Heritage Tree		6054-6055
111	Water Oak	Quercus nigra	4	Significant Tree		6055-6056

Total count	Heritage	Significant	Non Qualified	Total Saved
52	52	48	10	110
537	537	591	104	1232
10	10	12	10	

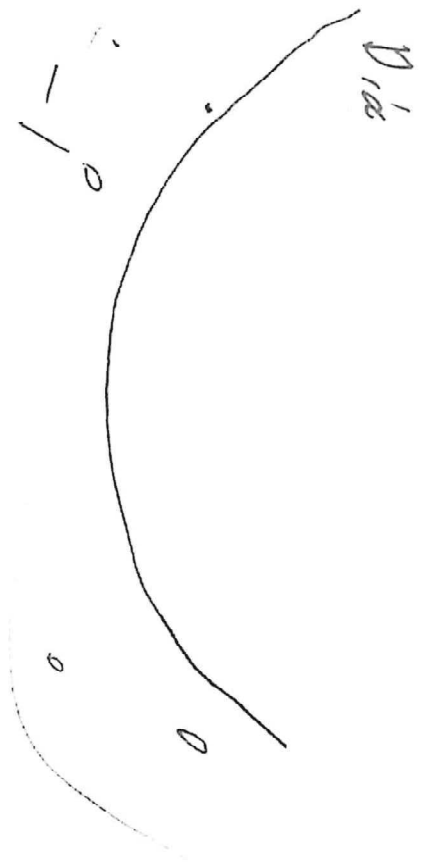
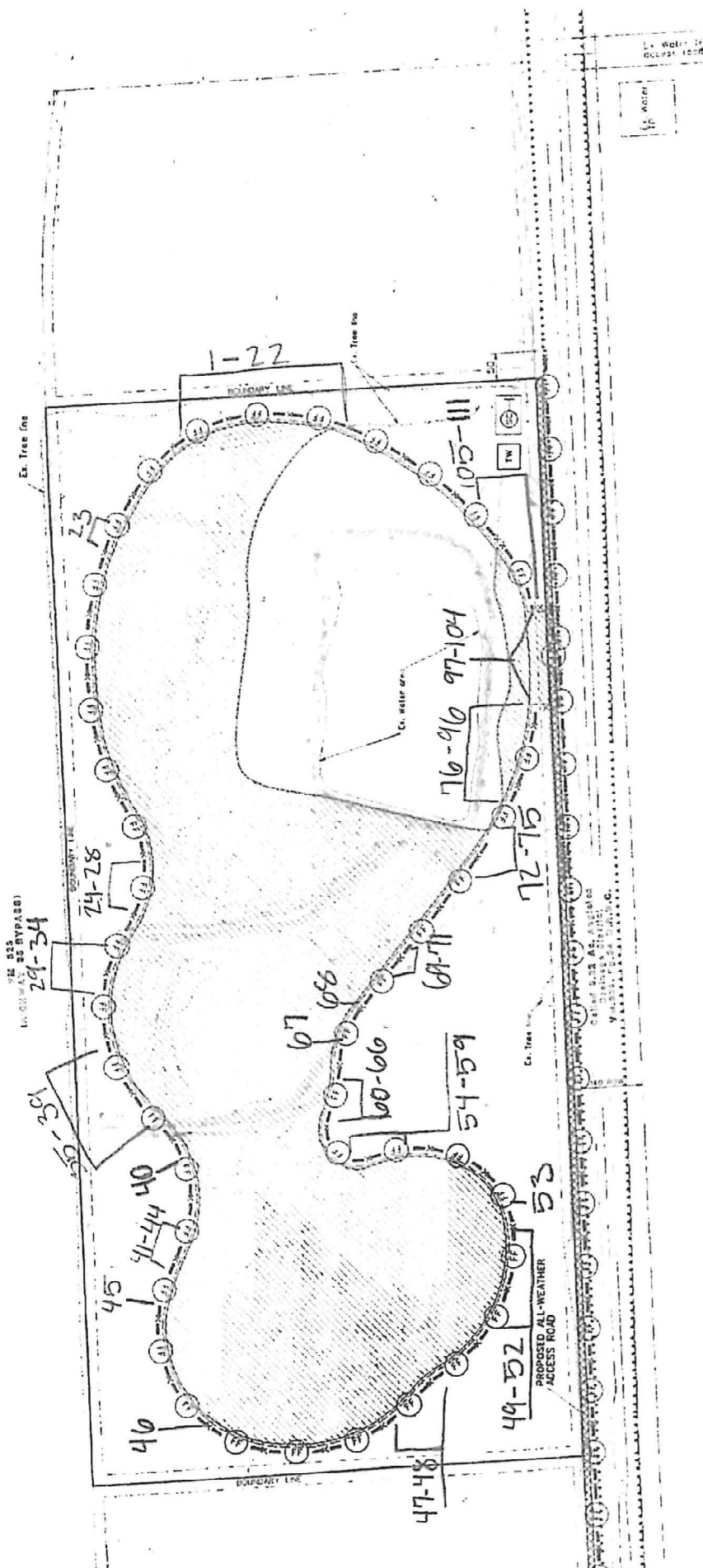


EXHIBIT "B-2"



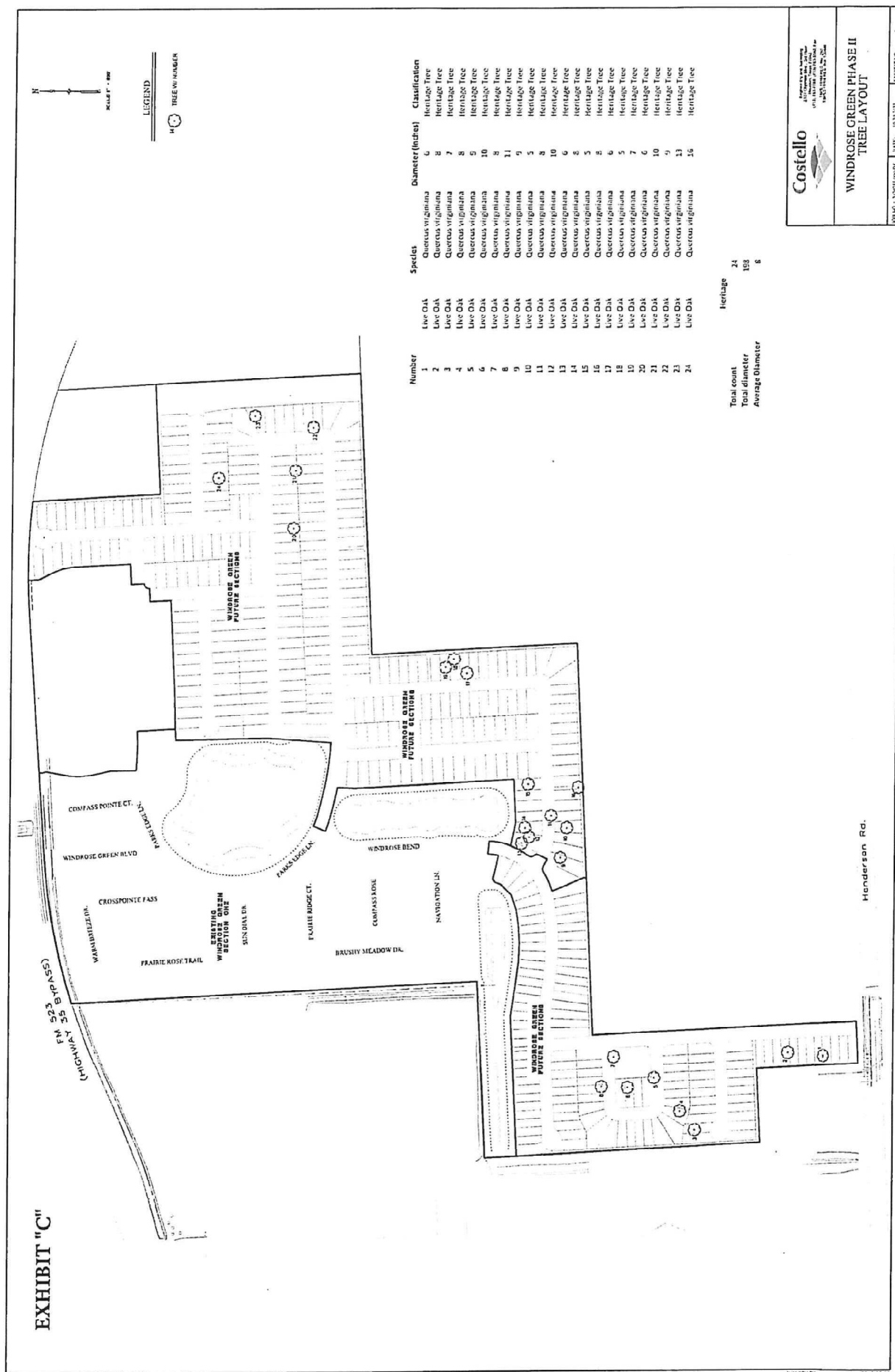


EXHIBIT "D"

Windrose Green - Phase I Landscape Improvements

Type	Qty	Tree Caliber (Inches)	Total Inches	Heritage/Significant	Total Credit (Inches)
Drummond Red Maple	42	2.5	105.0	No	
Mexican Sycamore	5	3.5	17.5	No	
Swamp Chestnut Oak	19	2.5	47.5	No	
Water Oak	12	2.5	30.0	Yes	30.0 Inches
Monterrey Oak	29	2.5	72.5	No	
Live Oak	91	2.5	227.5	Yes	227.5 Inches
Bald Cypress	36	2.5	90.0	Yes	90.0 Inches
Drake Elm	5	3.5	17.5	No	
Basham's Party Prink Grape Myrtle	19	3	57.0	No	
Natchez Grape Myrtle	18	3	54.0	No	
			718.5	Total Credit	347.5 Inches

Wagner Tree Farm
4135 Avenue E
Santa Fe, TX 77510
(409) 682-0695
wagnertreefarm@hotmail.com
www.wagnertreefarm.com

Attachment "B"



Quote

ADDRESS
City Of Angleton

QUOTE # 1182
DATE 06/28/2024

SUMMARY	QTY	RATE	AMOUNT
Sales	537	475.00	255,075.00
3" cal live oaks no installation			
FREIGHT	1	300.00	300.00
Per load			

Liability Release: Owner will assume any extra cost incurred by WTF to remove any fences, walls, sprinklers, gas lines, or any other obstruction which prevents easy access where trees are to be planted. If rock is encountered, an additional charge must be added to cover the cost of air hammer and/or additional labor. WTF is not responsible for a prints or ruts made during project. WTF will notify Dig Tess for underground utility locating prior to digging unless specified otherwise, and will not be held responsible for any underground utility damage. Owner assumes responsibility for placement and replanting of trees. Pricing is good for 3 months from date the bid is received. Warranty on trees/shrubs does NOT cover animal encounter, natural disaster, or mechanical damage. Warranty will be voided for watering negligence.

TOTAL **\$255,375.00**

Accepted By

Accepted Date



CITY OF ANGLETON
PLANNING AND ZONING COMMISSION MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
THURSDAY, NOVEMBER 06, 2025 AT 12:00 PM

Members Names

Chair | William Garwood

Commission Members | Deborah Spoor, Jeff Roberson, Michelle Townsend,

Regina Bieri, Andrew Heston

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE PLANNING AND ZONING COMMISSION FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON THURSDAY, NOVEMBER 6, 2025, 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

Roll Call: Present were: Chair William Garwood; **Commission Members:** Deborah Spoor, Michelle Townsend, Regina Bieri, and Andrew Heston; **Absent was:** Commission Member Jeff Roberson.

1. **Meeting Minutes:** Discussion and possible action on the minutes for the Planning and Zoning Commission meeting held on September 4, 2025.

Commission Action: The motion to approve the minutes as presented was made by Commission Member Regina Bieri; seconded by Commission Member Deborah Spoor. Motion carried unanimously. The minutes were approved (5-0).

PUBLIC HEARINGS AND ACTION ITEMS

2. **Conduct a public hearing, discussion, and possible action on an Ordinance Zoning approximately 26.084 acres out of 41.876 acres to Commercial General (C-G)/SUP Overlay, TNMP Company for property (White Oak Substations) located adjacent and north of 3343 E Mulberry St/ HWY 35, Angleton, TX 77515.**

D.S. Director Otis Spriggs introduced this Public Hearing item. Mr. Spriggs noted that the City Council voted to recently annex the rear ETJ property, as noted in the agenda summary report. As you recall, the TNMP/Centerpoint Substation site, located on Highway 35, came in for a SUP for the utility substations, which are currently under construction.

The annexation recently added the rear acreage (ORDINANCE NO. 20250826-009), which was previously within the City's ETJ, and later pulled it into the City limits. The original SUP overlay for the property frontage was approved by the City Council, subject to the applicants returning with the annexation petition. Today's public hearing is essentially a follow-up request to finalize the annexation process, during which we will assign the required zoning district for the annexation. That is all the Planning and Zoning Commission is asked to do today, and to make a final recommendation to the City Council accordingly.

Staff notified property owners within 200 feet of the property and posted the legal notice, as attached to the agenda, in the newspaper. We received one call from the neighboring property owner, the K.C. Hall, who had no issues.

Commission Action:

Commission Member Michelle Townsend made a motion to open the public hearing, which was seconded by Commission Member Andrew Heston. The Motion carried unanimously with a 5-0 vote; the public hearing was opened.

Public Input: None

Commission Member Michelle Townsend made a motion to close the public hearing, seconded by Commission Member Deborah Spoor; the Motion carried unanimously 5-0, and the public hearing was closed.

Commission Action:

Motion was made by Commission Member Michelle Townsend to recommend approval of an ordinance zoning 26.084 acres for the Texas New Mexico Power Center Point White Oak substation to C-G, Commercial General District with an SUP overlay for the substation for property located adjacent and north of 3343 East of Mulberry St. Highway 35, Angleton, TX.; The motion was seconded by Commission Member Regina Bieri.

Roll Call Vote: Commission Members: Deborah Spoor- Aye; Michelle Townsend-Aye; Regina Bieri-Aye; Andrew Heston-Aye; and **Chair** William Garwood-Aye. 5-0, the Item was approved unanimously.

REGULAR AGENDA

3. Discussion and Possible Action on an application for the Tree Mitigation Site Plan for the Windrose Green community, located at the intersection of FM 523 and Windrose Green Blvd, directly east of Angleton High School.

D.S. Director Otis Spriggs: Introduced this item, noting that the Windrose Green Development community is currently under construction. The developer has submitted the heritage tree preservation plan for consideration. The Planning and Zoning Commission is asked to review and make recommendations to the City Council, on

compliance with the tree mitigation ordinance, which is Section 23-6. Staff has attached the application and summary letter submitted by the applicants, in which they outlined the tree caliper was calculated per the requirements of the Heritage Tree ordinance, in terms of the replacement ratio at "3 to 1".

The City Engineer and Staff have provided comments regarding the caliper of trees at the time of planting. There were some questions on the methodology in terms of the credits that are being requested. The trees were installed smaller, but as you know, some time has elapsed in terms of the tree growth. So, they're requesting a waiver of that requirement. I will now yield, so that the applicants can give comments and explanation of the request, as attached to the agenda.

Mr. Joe Grabinski with the Ember Group spoke before the Commission, representing the developer of Windrose Green, and he is the Director of Development.

Mr. Joe Grabinski continued: So my understanding of the ordinance is that there's a requirement of a "3 to 1" replacement ratio. So this is in fact a replacement. So, some of that replacement has already occurred. In looking at the numbers real quick, which are outlined here in the first 2 pages of the cover letter: A total of 24 trees were removed, which equated to the 198 caliper inches. So you take that and multiply it by three, that gets you to the 594 caliper inches.

Mr. Joe Grabinski added that if you look at phase one, phase two and then what's proposed in phase three, the reason it says proposed is because we have not planted what's in Phase 3 yet. Phase one and two already has been planted and you see the totals of all of those trees from phases 1, 2 and 3, which brings us to the 596 +/- caliper inches.

The trees were planted in different stages. So phase one landscaping happened around late 2022, early 2023 and in the phase two landscaping, we completed that project last summer, mid- 2024. We are currently working with our landscape contractor on phase three to proceed with the installation and related irrigation work.

Commission Member Michelle Townsend: Asked would it be fair to say that the trees in phase one, at the time they were measured had 18 to 24 months to grow?

Commission Member Andrew Heston: It looks like most of these are below 3 caliper inches for phase 1.

Mr. Joe Grabinski responded that they range in size from 2 to 4 inches in phase one and then Phase 2 is at the 3-inch mark.

Commission Member Andrew Heston: Why are you coming to us at this point, knowing that the replacement trees are supposed to either be Pecan or Live Oak, and you are still proposing a bunch of Bald Cypress, and Water Oak for types that haven't even been planted yet, and do not comply?

Mr. Joe Grabinski: That's a good question. So we went off of the ordinance, which in reading the ordinance, it states that you could do a replacement with either heritage trees, which are pecan trees or significant trees, and that's where the bald Cypress and Water Oak trees

species come in play. So we're not asking for a variance, we felt the ordinance seems to be pretty clear that significant trees are allowed as a replacement.

Commission Member Regina Bieri: Stated that the Water Oak has a faster rate of growth than a Live Oak.

Commission Member Michelle Townsend stated that she does not prefer the Water Oak. She is on board with the Bald Cypress, especially around the water features. Commission Member Michelle Townsend noted that she lives on property that has Water Oaks and they do not last as long as Live Oaks. And when they die, they tend to rot from the inside and can fall and cause significant damage. We have had one taken down so that it would not come through our living room.

Chair William Garwood: Asked why Ember's Team is here in the first place, and why did we miss this requirement in 2022.

Mr. Joe Grabinski: That's an excellent question that I'm not going to be able to give a very good answer to. My understanding is there were conversations with city staff at that time. They knew that we were moving forward with planting the troops. Specifically, as to why nobody was here doing this, what we're doing right now- I don't know. I was not with the Ember Team at that time.

Commission Member Townsend noted that her concern would be with how the measurements were taken, which she noted is mirrored in the staff report and comments. Maybe not necessarily how the measurements were taken, but the time at which they were taken.

DS Director Otis Spriggs: At the time that the trees were planted they did not comply with the planting requirements. So basically, they're requesting a credit of the requirements, as outlined in the report. Because at the time of planting, it should have been calculated. In terms of the amount in-between or in deficit, this is what we are considering in terms of the ordinance itself. Staff could not grant any waivers.

Commission Member Michelle Townsend: It seems to me that if we're going to comply with the spirit of the law, we need to give a nod to the fact that those measurements should have been taken at the time the trees were planted. And so now I think the City needs some sort of compensation for the fact that they weren't either because additional trees are going to be planted or fee-in-lieu-of, which I would love to know Otis Spriggs, if you know if Parks and Rec. has a preference?

DS Director Otis Spriggs responded, Yes, we would need to do a recalculation. Perhaps that is what the recommendation needs to be prior to City Council's consideration. Staff and Engineering would meet again with the Applicants.

Further discussion was had regarding the dates and time of planting and methodology in deriving a calculation of the replacement count.

Commission Action

Commission Andrew Heston made a motion (as amended by Commission Member Townsend) to recommend approval of the Windrose Green Tree Mitigation Plan, with the condition that we require the applicant to recalculate mitigation credits based on tree caliper measurements taken at the time of planting, with input from the Parks and Recreation Department and City Engineer, so that any deficit can be addressed through additional plantings or fee-in-lieu-of.

Commission Member Michelle Townsend seconded the motion. (5-0 Vote). The Item was approved.

4. Discussion and Possible Action on an application for Tree Mitigation Plan for the Freedom Park - Detention and Drainage Project, located south of FM 523 and north of Freedom Park.

Mr. Spriggs introduced this item regarding the Freedom Park Detention Tree Mitigation Plan.

Chair William Garwood: The question is why are we going from a “3 to 1” in the ordinance to a “1 to 1”?

Mr. Joe Grabinski spoke regarding the Freedom Park Detention Heritage Tree Preservation Plan:

Mr. Grabinski explained, that there are a couple of differences here: What we're talking about is not replacement of trees, but about preservation of trees in Freedom Park, which is a city-owned property. So that is the question, regarding this being “3 to 1” or “1 to 1” ratio. Why would we speak differently, is because it is on city-owned property. It is our understanding whether this would be treated as a public works’ project. I understand that was based on a lot of conversations between us, the developer, along with multiple former city staff.

Further discussion regarding the relationship of Freedom Park Detention and the Windrose Green Development was had.

Mr. Joe Grabinski explained background information of the conversations and past emails going back as far as 2021 with the former city manager Chris Whitaker and Walter Reeves regarding the talks of the “1 to 1”, specifically referencing Section 23-93.C3.

Mr. Spriggs requested that the former emails (Walter Reeves to Chris Whitaker) be copied to him.

Mr. Joe Grabinski: We are requesting preservation credit for the trees that we were able to keep on the berm. And that's the caliper that's listed in the letter was twice a little over 1000. So it's about it, a “2 to 1” ratio is actually preservation, not replacement.

Commission Member Townsend: What does Parks and Recs say about this? Mr. Spriggs responded that we do not find a formal one-to-one agreement; therefore current Staff cannot provide any requested waivers.

Mr. Joe Grabinski added that they removed 532 caliper inches, there was 1,041 caliper inches preserved (close to a “2-1”).

Commission Action:

Commission Member Townsend made a motion to recommend the City Council approve the Freedom Park Tree Mitigation Plan, with no mitigation needing to be performed, and we find that the “1 to 1” is reasonable for this very specific type of project and work.

Commission Deborah Spoor seconded the motion. Chair William Garwood-Aye; Commission Members: Deborah Spoor- Aye; Michelle Townsend- Aye; Regina Bieri-Aye; Commission Member Andrew Heston – Nay. Motion carried with a 4-1 Vote.

5. Discussion and Report Update on the Comprehensive Plan Update and Study

Mr. Otis Spriggs gave an update on the progress of the Comprehensive Plan Update currently led by the CPAC committee. He reminded the Planning and Zoning Commission and Public of the Questionnaire and Survey tool available (QR code was displayed) and the City Website, which are options for Community engagement and participation.



***Take the
Survey!***

ADJOURNMENT: ADJOURNMENT Chair Garwood adjourned the meeting at 12:42 P.M.

William Garwood
Chair



AGENDA SUMMARY/STAFF REPORT

MEETING DATE:	December 9, 2025
PREPARED BY:	Otis T. Spriggs, AICP, Director of Development Services
AGENDA CONTENT:	Discussion and Possible Action on an application for Tree Mitigation Plan for the Freedom Park - Detention and Drainage Project, located south of FM 523 and north of Freedom Park.
AGENDA ITEM SECTION:	Regular Agenda Item

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: The applicant has submitted the attached Tree Mitigation Plan for the Freedom Park - Detention and Drainage Project, located south of FM 523 and north of Freedom Park.

Please refer to the attached letter from our City Engineer, with which the staff has collaborated with the applicant. Note that staff met with the applicants and made clear that the City will accept a fee in lieu of the tree replacement. The fee in lieu of tree replacement must be consistent with the replacement costs for three (3) caliper-inch heritage trees (Live Oak or Pecan) from a local landscape provider.

The applicant's application outlines the following:

The site consisted of approximately 42 acres of thickly vegetated underbrush and trees. A total of 41 heritage trees were identified and removed from the detention pond excavation area and maintenance berm. The 41 heritage trees removed totaled 532 caliper inches.

Meetings with City staff and consultants, including the Development Services Director, City Manager, and the City's third-party engineering consultant regarding the ratio results in the mitigation requirements of new or preserved trees. Staff will meet and discuss options with the Planning and Zoning Commission ahead of a final recommendation to City Council.

Planning and Zoning Commission Meeting: November 6, 2025:

Commission Member Townsend made a motion to recommend the City Council approve the Freedom Park Tree Mitigation Plan, with no mitigation needing to be performed, and we find that the "1 to 1" is reasonable for this very specific type of project and work.

Commission Deborah Spoor seconded the motion. Chair William Garwood-Aye;
Commission Members: Deborah Spoor- Aye; Michelle Townsend- Aye; Regina Bieri-Aye;
Commission Member Andrew Heston – Nay. Motion carried with a 4-1 Vote.

The P&Z Commission Draft minutes are attached.

Recommendation: The City Council should discuss and consider the Tree Mitigation Plan for the Freedom Park - Detention and Drainage Project.



October 29, 2025

Planning and Zoning Commission
City of Angleton
121 S. Velasco St.
Angleton, Texas 77515

RE: Freedom Park Tree Mitigation Plan

Dear members of the Planning Commission,

Below is a summary of the attached Tree Mitigation Plan for the Freedom Park - Detention and Drainage Project, located south of FM 523 and north of Freedom Park.

The site consisted of approximately 42 acres of thickly vegetated underbrush and trees. A total of 41 heritage trees were identified and removed from the detention pond excavation area and maintenance berm. The 41 heritage trees removed totaled 532 caliper inches.

The original engineering plan called for complete removal of all trees within the 30-foot maintenance berm. (Exhibit - A) However, in cooperation with a third-party arborist, (Jeff Hanawalt with Yellowstone Landscape), the contractors, and City staff, and the City Engineer, we were able to identify and preserve 47 heritage trees totaling 497 caliper inches, 42 significant trees totaling 544 caliper inches (total of 1,041 inches), as well as 10 other large non-qualified trees totaling 104 caliper inches for a total 99 trees saved or 1,145 caliper inches of trees. (Exhibit - B) (equivalent to 382 - 3" caliber trees)

Meetings with City staff and consultants, including the Development Services Director, City Manager, and the City's third-party engineering consultant indicated that the Freedom Park detention project is classified as a public works project, thus a 1:1 tree mitigation ratio for City-owned projects would be sufficient. This ratio results in a mitigation requirement of 532 caliper inches of new or preserved trees. The 1,041 caliper inches of preserved heritage and significant trees exceeds the City staff's 1:1 mitigation ratio.

The table below summarizes:

Classification	Total Tree Count	Total Caliper Inches
Removed (Heritage trees)	41	(532)
Heritage + Significant Trees Preserved	89	1,041
Required Mitigation (1:1 ratio)	-	0*

*Represents a surplus of 509 caliper inches of heritage and significant trees preserved within the maintenance berm area.

We respectfully request the Planning Commission's approval of the proposed mitigation plan noted above.

Sincerely,



Joe Grabinski
Director of Development

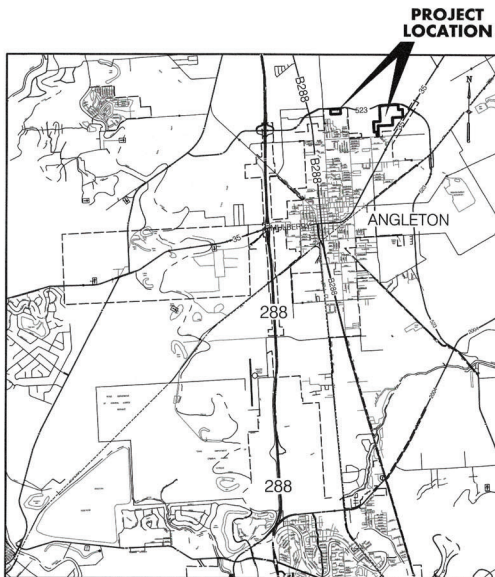
Exhibit - A

CITY OF ANGLETON, TEXAS

FREEDOM PARK
CLEARING AND GRUBBING FOR
FREEDOM PARK DETENTION POND
SERVING
RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT
BRAZORIA COUNTY



Know what's below.
Call before you dig.



City of Angleton
OVERALL LOCATION MAP
Not to Scale
Brazoria County Key Map 18L



MAYOR
JASON PEREZ

CITY COUNCIL

MIKEY SVOBODA
POSITION 1

JOHN WRIGHT
POSITION 3 / MAYOR PRO-TEM

MARK GONGORA
POSITION 5

TRAVIS TOWNSEND
POSITION 2

CECIL BOOTH
POSITION 4

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	GENERAL NOTES
3.	CLEARING & GRUBBING AND PPP LAYOUT
4.	POLLUTION PREVENTION DETAILS
5.	TRUCK ROUTE LOCATION

CONTRACTOR SHALL NOTE THAT, NO SURVEYORS
OTHER THAN COSTELLO, INC. SHALL PERFORM
CONSTRUCTION STAKING FOR THIS PROJECT.

NORTH AMERICAN DATUM 1983 (NAD 83), SOUTH CENTRAL ZONE.

Release of this application does not constitute a verification of all data, information and calculations supplied by the applicant.
The engineer of record is solely responsible for the completeness, accuracy and adequacy of their submittal, whether or not
the application is reviewed for Code compliance by the City Engineer.

All responsibility for the adequacy of these plans remains with the Engineer who prepared them.
In approving these plans, the City of Angleton must rely on the adequacy of the work of the Design Engineer.

JOB NO. 2021-195 FEBRUARY, 2022



Engineering and Surveying
2107 CityWest Blvd., 3rd Floor
Houston, Texas 77042
(713) 783-7788 (713) 783-3580, Fax
TBPE FIRM REG. No. 280
TBPLS FIRM REG. No. 100486

SUBMITTED BY:

[Signature]
A. KHOSHAKHLAGH, P.E.
COSTELLO, INC.

DATE: 2/28/2022



GENERAL CONSTRUCTION NOTES:

- UTILITIES PRESENTED ON THESE DRAWINGS ARE SHOWN BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY TEXAS ONE CALL AT LEAST 48 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING WATERLINE AND APPURTENANCES, WASTEWATER, STORM WATER LINES, PAVING, SIDEWALKS AND TRAFFIC CONTROL DEVICES. DAMAGES SHALL BE REPAID IN ACCORDANCE WITH THE CITY OF ANGLETON STANDARD AT NO ADDITIONAL COST.
- CONTRACTOR SHALL ADEQUATELY PROTECT EXISTING STRUCTURES, UTILITIES, TREES, SHRUBS, AND PERMANENT PARTS OF THE PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY TREES A CLEAR AND GRUB PERMIT MUST BE OBTAINED.
- THE CONTRACTOR SHALL NOT DUMP ANY DIRT OR OTHER MATERIALS ONTO A PROPERTY OUTSIDE OF THE BOUNDARY OF THE PERMITTED PROJECT AND WITHIN THE CITY OF ANGLETON CITY LIMITS WITHOUT A VALID DEVELOPMENT/GRADING PERMIT. IF SUCH DUMPING OCCURS WITHOUT A VALID PERMIT, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE REMOVAL OF ANY DISCARDED DIRT OR OTHER MATERIALS TO AN APPROVED LOCATION AT THE CONTRACTOR EXPENSE.
- ON-SITE MECHANICAL SWEEPER (ROAD BROOM) IS REQUIRED FOR THE PROJECT WITH DAILY CLEAN UP OF THE ROADS ADJACENT TO THE SITE TO CLEAN MUD TRAILS FROM THE VEHICLES ACCESSING THE PROJECT SITE.
- ALL PAVEMENT TO BE REMOVED, INCLUDING CONCRETE DRIVEWAYS AND SIDEWALKS, THE PAVEMENT SHALL BE SAWCUT TO FULL DEPTH PRIOR TO REMOVAL.
- ALL WORK WITHIN CITY OF ANGLETON RIGHTS-OF-WAY OR PUBLIC EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ANGLETON SPECIFICATIONS, ACCEPTED STANDARDS AND APPROVED DETAILS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND UNDERSTANDING ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION.
- ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DAMAGE TO DITCH OR STRUCTURES DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING CONDITION OR BETTER.
- CONSTRUCTION SHALL COMPLY WITH LATEST EDITION OF OSHA REGULATIONS AND THE STATE OF TEXAS LAWS CONCERNING EXCAVATION, ALL WORKS, SERVICES, AND LABOR SHALL CONFORM TO THE RULES AND WITH ANY LAWS OF THE CITY OF ANGLETON.
- THE CONTRACTOR SHALL NOTIFY THE LOCAL AUTHORITY OR GOVERNING AGENCY OF THE BEGINNING DATE OF CONSTRUCTION AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SEE THAT NO WORK IS DONE WITHOUT THE PROPER INSPECTIONS AND PERMITS BY THE LOCAL AUTHORITY OR GOVERNING AGENCY.
- THE CONTRACTOR SHALL VERIFY THE DIMENSIONS SHOWN ON THE CONSTRUCTION PLANS WITH THOSE MEASURED IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS UNLESS NOTIFIED TO OTHERWISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFEGUARDING AND PROTECTING ALL MATERIALS AND EQUIPMENT STORED ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF MATERIALS IN A SAFE AND GOOD WORKMANLIKE MANNER TO PREVENT INJURIES DURING AND AFTER WORKING HOURS, UNTIL PROJECT COMPLETION.
- AT THE END OF ALL CONSTRUCTION PROJECTS, THE CONTRACTOR SHALL RESTORE THE EXISTING FACILITIES, IF THE PROPERTY, EQUAL TO OR GREATER THAN EXISTING SITE CONDITIONS, AND SHALL MAINTAIN THE EXISTING SITE ALONG THE SITE SHALL BE HYDROMULCH SEEDING IN ACCORDANCE WITH SPECIFICATION AT CONTRACTOR'S EXPENSE, UNLESS OTHERWISE NOTED.
- MINIMIZE AND CONTROL SPREADING OF DUST AND FLYING PARTICLES, AS REQUIRED BY GOVERNING REGULATIONS. USE TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS SUCH AS WATERING TO PREVENT THE SPREAD OF DUST, DIRT, AND DEBRIS.
- ALL WORKS SHALL BE CONDUCTED WITHIN THE RIGHT-OF-WAY AND/ OR EASEMENTS SHOWN UNLESS OTHERWISE APPROVED BY THE OWNER OR ENGINEER.
- NO EXCAVATION AREA SHALL BE LEFT OPEN DURING NON-WORKING HOURS. ALL UNATTENDED EXCAVATION OVER 2 FEET IN DEPTH SHALL BE PROTECTED BY BRIGHT ORANGE SAFETY FENCING DURING NORMAL WORKING HOURS AND COVERED SECURELY IF LEFT OPEN AFTER HOURS.
- THE CONTRACTOR IS NOT AUTHORIZED TO OPERATE WATER/SANITARY INFRASTRUCTURE UTILITIES OWNED OR OPERATED BY THE CITY OF ANGLETON. CONTRACTOR SHALL CONTACT THE CITY OF ANGLETON, PUBLIC WORKS DEPARTMENT TO REQUEST CITY OF ANGLETON PUBLIC WORKS AUTHORIZED PERSONNEL TO PERFORM ALL UTILITY OPERATIONS.
- THE CONTRACTOR SHALL NOT OBTAIN WATER FROM THE CITY OF ANGLETON FIRE HYDRANTS OR OTHER SOURCES FROM THE DISTRIBUTION SYSTEM WITHOUT PRIOR PERMISSION. CONTRACTOR MAY OBTAIN WATER FROM THE CITY OF ANGLETON PUBLIC WORKS SERVICE CENTER AT THE LOCATION DESIGNATED BY THE OWNER.
- CONTRACTOR SHALL MAINTAIN ACCESS TO RESIDENTIAL AND COMMERCIAL PROPERTIES ADJACENT TO THE WORK AREA AT ALL TIMES.
- THE CONTRACTOR SHALL OBTAIN APPROVAL ON INGRESS/EGRESS ROUTES, HAULING ROUTES, ETC. FROM THE CITY OF ANGLETON, BRAZORIA COUNTY, AND TxDOT IF ACCESSING THRU FM 523.
- THE WORK AREA SHALL BE BARRICADED AND ILLUMINATED DURING DARKNESS AND PERIOD OF INACTIVITY, WHEN IN AN AREA DIRECT PUBLIC ACCESS, AND AS DIRECTED BY THE CITY.
- THE LOADING AND UNLOADING OF ALL PIPE, VALVES, FIRE HYDRANTS, MANHOLES AND OTHER ACCESSORIES SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICES AND SHALL AT ALL TIMES BE PERFORMED WITH CARE TO AVOID ANY DAMAGE TO THE MATERIAL. THE CONTRACTOR SHALL LOCATE AND PROVIDE THE NECESSARY STORAGE AREAS FOR THE MATERIALS AND EQUIPMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SHIPPING AND STORAGE OF ALL MATERIALS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE SUCH MATERIAL AT THE POINT OF DELIVERY AND TO REJECT ALL DEFECTIVE MATERIAL. ANY DEFECTIVE MATERIAL INCORPORATED INTO THE WORK SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. THERE SHALL BE NO PAYMENT MADE FOR STORED MATERIAL.
- SEE THE STORM WATER POLLUTION PREVENTION PLAN FOR ADDITIONAL ENVIRONMENTAL NOTES AND DETAILS.
- IRON RODS DISTURBED DURING CONSTRUCTION ARE TO BE REPLACED BY A REGISTERED PROFESSIONAL LAND SURVEYOR FOR THE ORIGINAL PROPERTY OWNER AT NO SEPARATE PAY.
- MOVING, MAINTENANCE AND CLEAN-UP OF THE PROJECT SHALL MEET THE REQUIREMENT OF SPECIFICATION ITEM LISTED. MOVING, MAINTENANCE AND CLEAN-UP IS REQUIRED FOR THE PROJECT LIMITS AND DURATION, REGARDLESS OF THE CONTRACTOR'S SCOPE OF ACTIVITIES WITH THE PROJECT.
- ON ALL PAVEMENT TO BE REMOVED, INCLUDING CONCRETE DRIVEWAYS AND SIDEWALKS, THE PAVEMENT SHALL BE SAWCUT TO FULL DEPTH PRIOR TO REMOVAL.

CLEARING AND GRUBBING NOTES

- CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY THE CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS PRIOR TO STARTING CLEARING AND GRUBBING.
- ALL UNSATISFACTORY AND/OR WASTE MATERIALS INCLUDING VEGETATION ROOTS, CONCRETE, ASHES AND DEBRIS SHALL BE HAULED OFF-SITE AND DISPOSED OF BY THE CONTRACTOR. CONSIDER COST OF THIS WORK, INCLUDING HAUL, IN OTHER BID ITEMS FOR THIS PROJECT.
- THE DEVELOPER WILL PROVIDE CONTROL STAKING THROUGH THE ENGINEER. CONSTRUCTION STAKING SHALL BE REMOVED BY THE CONTRACTOR AT HIS EXPENSE AND INCIDENTAL TO THE PROJECT. CONTRACTOR SHALL GIVE ENGINEER FORTY- EIGHT (48) HOURS NOTICE IN ADVANCE OF BEGINNING CLEARING OPERATIONS.
- ALL UNSATISFACTORY AND/OR WASTE MATERIALS INCLUDING VEGETATION, ROOTS, CONCRETE AND DEBRIS SHALL BE HAULED OFF- SITE AND DISPOSED OF BY THE CONTRACTOR. INCLUDE COST OF THIS WORK, INCLUDING HAUL, IN OTHER ITEMS OF THIS PROJECT. ALL TREES ARE NOT INDICATED ON THE CONSTRUCTION PLANS. IT IS THE RESPONSIBILITY OF CONTRACTOR TO VISIT THE SITE AND DETERMINE THE EXTENT OF TREE REMOVAL REQUIRED.
- CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION (INCIDENTAL TO CONTRACT)
- CONTRACTOR SHALL CONFINE ALL WORK EFFORTS WITHIN THE DESIGNATED AREA UNLESS SPECIFICALLY AUTHORIZED BY THE OWNER. EXTREME CARE SHOULD BE EXERCISED NEAR ADJACENT PROPERTY TO PROTECT ANY EXISTING TREES, FENCES, LANDSCAPING AND OTHER EXISTING FEATURES.
- ALL EXISTING LANDSCAPING, SIDEWALKS, FENCES, UTILITIES AND OTHER EXISTING FACILITIES DAMAGED DURING CLEARING AND GRUBBING SHALL BE REPLACED OR REPAIRED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR AT HIS EXPENSE. CONTRACTOR SHALL CONTROL DUST AND PROVIDE A WATER TRUCK AS NEEDED AND ALSO DIRECTED BY THE ENGINEER.
- UPON PROJECT COMPLETION AND PRIOR TO FINAL RELEASE OF RETAINAGE, CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF "PROJECTS RECORD DOCUMENTS" OF THE CONTRACT (NO SEPARATE PAY).
- CLEARED AREAS SHALL BE GRUBBED TO A DEPTH OF AT LEAST ONE FOOT AND ROOT-RAKED TO THE ENGINEER'S SATISFACTION. ALL VEGETATION, ROOTS AND STUMPS SHALL BE REMOVED. UPON COMPLETION OF CLEARING AND GRUBBING, THE AREA SHALL HAVE TURF ESTABLISHED BY BROADCAST SEEDING.
- CONTRACTOR SHALL NOT BURN ON-SITE UNLESS APPROVED BY THE CITY OF ANGLETON AND USING APPROVED PERMITTED BURNERS. IF BURNING IS APPROVED, ALL BURN PIT LOCATIONS ARE TO BE APPROVED BY THE ENGINEER PRIOR TO START. BURN PITS ARE TO BE CLEARED OF ALL ORGANICS AND BACKFILLED IN MAXIMUM 8-INCH LOOSE LIFTS AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY. CONTRACTOR SHALL HAUL WASTE MATERIALS OFF-SITE FOR DISPOSAL IN A PROPER LEGAL MANNER.
- STABILIZED CONSTRUCTION ENTRANCE/EXIT AND OR WASH DOWN AREA IS NEEDED PER SITE CONDITIONS. ALL ACCESS SHALL BE BY WAY OF VEHICLE ENTRY/EXIT. CONTRACTOR SHALL MAINTAIN ENTRY/EXIT AND CLEAN ADJACENT STREETS ON A DAILY BASIS.
- IF SITE CONDITIONS ARE MUDDY, THE CONTRACTOR SHALL MAINTAIN VEHICLE WASH-DOWN AREAS OF SUFFICIENT SIZE AND IN A LOCATION TO FACILITATE CLEANING ALL CONSTRUCTION VEHICLES PRIOR TO LEAVING THE WORK SITE. CONTRACTOR SHALL PROVIDE THE NECESSARY EQUIPMENT, INCLUDING WATER AND DRAINAGE, TO WASH VEHICLES. VEHICLE WASH-DOWN AREAS WILL BE PROVIDED DURING RAINY OR MUDDY CONDITIONS FOR THE DURATION OF THE CONTRACT. ALL WASH-DOWN WATER FROM SUCH AN OPERATION SHALL NOT ENTER THE STORM SEWER SYSTEM WITHOUT SUCH ENTRANCE LOCATION BEING PROTECTED BY AN APPROPRIATE Silt PROTECTION DEVICE. CONTRACTOR SHALL, ON A DAILY BASIS, CLEAN ALL STREETS IN THE VICINITY OF THE WORK SITE ENTRANCE TO ENSURE THAT NO DIRT FROM THE PROJECT ACCUMULATES IN THE EXISTING STREETS. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK. A PENALTY WILL BE ASSESSED IN ACCORDANCE WITH THE CONTRACT FOR EACH DAY STREETS ARE LEFT UNCLEARED. ALL WORK ASSOCIATED WITH THIS NOTE NO. 10 SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS WORK ITEMS.
- CONTRACTOR SHALL PROVIDE TEMPORARY TRAFFIC CONTROL DEVICES AS NECESSARY TO PROVIDE SAFE ENTRY AND EXIT AT THE PROJECT SITE, INCLUDING THE STOCKPILE SITE, FILL SITE, AND HAUL ROUTE. FOLLOW MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES RULES AND REGULATIONS WHEN AND WHERE APPLICABLE.
- OVERHEAD POWER LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THESE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN 6 FEET OF OVERHEAD VOLTAGE LINES. CONTRACTORS AND OWNERS ARE LEGALLY RESPONSIBLE FOR SAFETY OF THE CONSTRUCTION WORKERS UNDER THIS LAW. THIS CARRIES BOTH CRIMINAL AND CIVIL LIABILITIES. TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL THE POWER COMPANY. THE CONTRACTOR SHALL USE EXTREME CARE IN EXCAVATING AND/OR WORKING NEAR EXISTING POWER POLES OR DOWN GUYS.
- PARKING OF VEHICLES AND EQUIPMENT SHALL ONLY BE IN DESIGNATED STAGING AREAS APPROVED IN ADVANCE BY THE ENGINEER.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF ANGLETON ENGINEERING DEPARTMENT AND THE ENGINEER IMMEDIATELY, IF UNSATABLE SOILS ARE ENCOUNTERED.
- THE CONTRACTOR SHALL EXECUTE THE REQUIRED POLLUTION PREVENTION PLAN (PPP) FOR THE ENTIRE DURATION OF PROJECT AND BE RESPONSIBLE FOR CONSTRUCTING AND MAINTAINING THE FEATURES IDENTIFIED IN THE PPP AS THE FIRST ITEM OF WORK. THE CONTRACTOR SHALL INSTALL ALL PERIMETER FILTER FABRIC FENCES AS SHOWN ON THE PPP PLANS. THE CONTRACTOR SHALL ALSO PLACE PROTECTION BARRIERS AROUND ANY EXISTING INLETS.
- THE CONTRACTOR SHALL NOT OPERATE EXISTING WATER LINE VALVES, UNLESS NECESSITATED BY EMERGENCY. ALL EXISTING WATER LINE VALVES MUST BE OPERATED BY THE CITY OF ANGLETON. THE CONTRACTOR SHALL CONTACT THE CITY TO ARRANGE FOR THE PURCHASE OF ANY WATER NEEDED DURING CONSTRUCTION. UNAUTHORIZED (UNMETERED) TAPS OF PUBLIC WATER LINE SHALL RESULT IN A DAILY FINE PER THE CITY OF ANGLETON RATE ORDER.

TRAFFIC CONTROL

- CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), LATEST EDITION WITH REVISIONS, DURING CONSTRUCTION. ANY CONSTRUCTION WHICH HINDERS TRAFFIC OR REQUIRES TRAFFIC DIVERSIONS SHALL BE IN ACCORDANCE WITH TMUTCD. INCLUDE FLAGMEN AS REQUIRED TO CONTROL TRAFFIC FOR MATERIAL AND/OR EQUIPMENT DELIVERY OR HAUL TRUCKS.
- OFF DUTY POLICE OFFICERS/FLAGGERS ARE REQUIRED TO DIRECT TRAFFIC WHEN LANES ARE BLOCKED.
- CONTRACTOR SHALL COVER EXCAVATIONS WITH STEEL PLATES ANCHORED PROPERLY DURING NON-WORKING HOURS AND ALLOW NORMAL TRAFFIC FLOW.
- APPROVED COPIES OF "TRAFFIC CONTROL PLANS" SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES.
- IF CONTRACTOR CHOOSES TO USE DIFFERENT METHODS OF TRAFFIC CONTROL DURING THE CONSTRUCTION THAN THOSE OUTLINED IN THE CONTRACT DRAWINGS, (S)HE SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT ALTERNATE PLANS TO TRAFFIC SECTION OF THE CITY OF ANGLETON FOR APPROVAL TEN (10) WORKING DAYS PRIOR TO IMPLEMENTATION. THOSE PLANS SHALL BE DRAWN TO SCALE AND SIGNED AND SEALED BY AN ENGINEER LICENSED IN THE STATE OF TEXAS. PLANS WILL BECOME A PART OF THE CONTRACT DRAWINGS.
- THE TRAFFIC CONTROL MEASURES PROVIDED ON THE TRAFFIC CONTROL PLANS REPRESENT MINIMUM REQUIREMENTS. THE CONTRACTOR SHALL MODIFY THE TRAFFIC CONTROL PLANS AS DESCRIBED IN THE NOTES ABOVE AND/OR SHALL PROVIDE ADDITIONAL MEASURES AS REQUIRED BY THE FIELD CONDITIONS OR AS DIRECTED BY THE ENGINEER. ALL WORK ASSOCIATED WITH TRAFFIC CONTROL SHALL BE INCIDENTAL TO ITEM 01555-TRAFFIC CONTROL AND REGULATION/ FLAGGERS.
- THE CONTRACTOR SHALL OBTAIN NECESSARY APPROVALS FROM TxDOT AND/OR THE CITY OF ANGLETON FOR ANY TRAFFIC CONTROL AND OTHER WORK PERFORMED WITHIN THE CITY OR TxDOT RIGHT-OF-WAY.

PERMIT NOTES:

- Driveway Permit Required for access to County Road (CR) 48. Contractor to contact Brazoria County Engineering department at engineering@brazoria-county.com for permits.
- Heavy Haul Permit Required for construction vehicles using County Road (CR) 48 for this project. Contractor to contact Brazoria County Engineering Department at engineering-permits@brazoria-county.com for permits.

NO.	DESCRIPTION	DWN.	DATE	CHK.
1	DESIGNED BY: <u>J.H.</u>			
2	DESIGN CHECKED BY: <u>AK</u>			
3	DRAWN BY: <u>J.H.</u>			
4	COORD. CHECKED BY: <u>AK</u>			
5	SURVEY CHECKED BY: <u>AK</u>			
6	QA/QC BY: _____ DATE: _____			
7	QA/QC REVISIONS BY: <u>J.H.</u>			

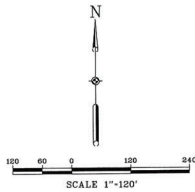


ANGLETON, TEXAS
FREEDOM PARK
CLEARING AND GRUBBING FOR
FREEDOM PARK DETENTION POND

GENERAL NOTES

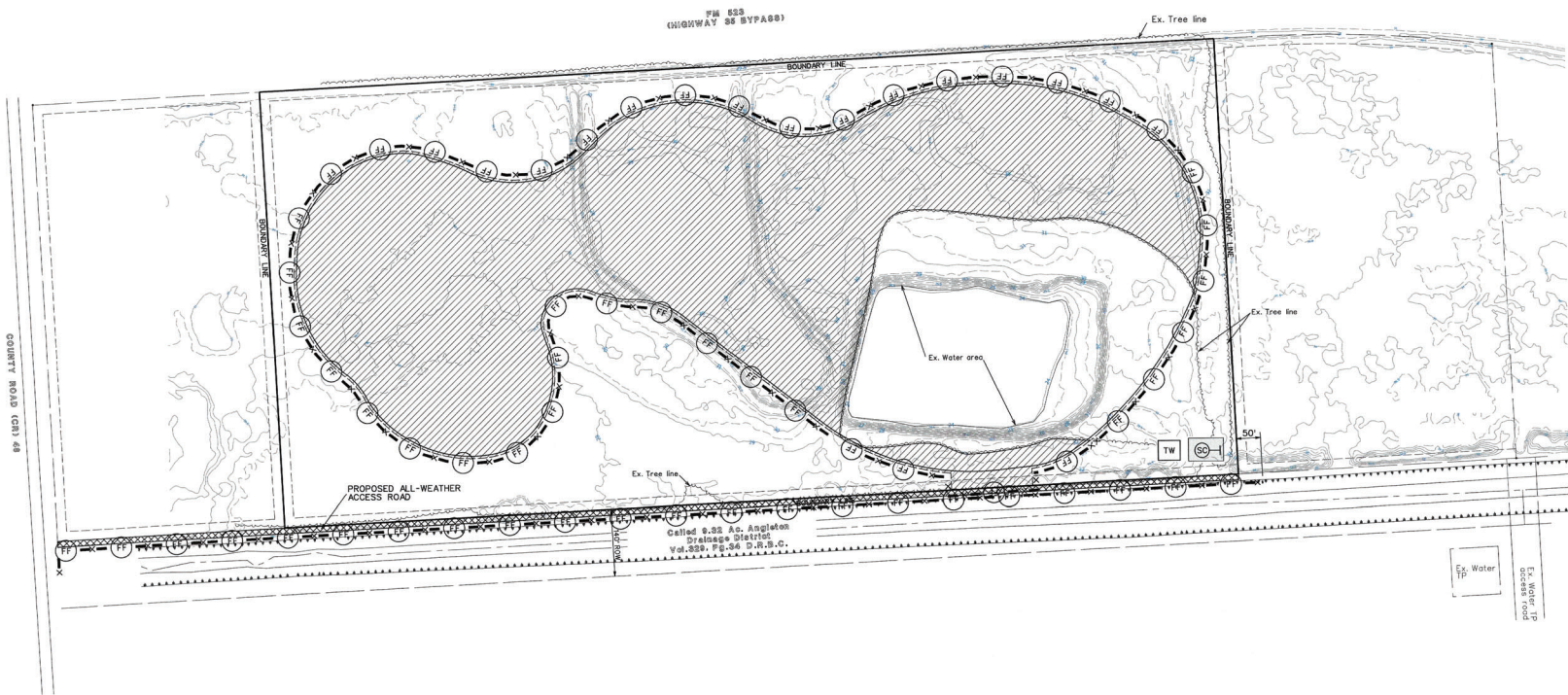
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Date:	HORZ. VERT. NTS	
Dwn By:	CAD FILE:	
Chkd By:		

VERTICAL DATUM
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVOD88).
SECTIO 129, BASED ON ALLTERRA'S RTK NETWORK.
STATIONS MAGS_1012 AND HCOG_14012.



LEGEND

- AREA OF CLEARING & GRUBBING (18.10 AC.)
- TRUCK WASH-DOWN AREA (CONTRACTOR SHALL COORDINATE WITH ENGINEER FOR THE LOCATION)
- STABILIZED CONSTRUCTION ACCESS
- REINFORCED FABRIC BARRIER (5990 LF)
- PROPOSED ALL-WEATHER ACCESS ROAD



MK.	DESCRIPTION	DWN.	DATE	CHK.
	DESIGNED BY: J.H.			
	DESIGN CHECKED BY: J.H.			
	DRAWN BY: J.H.			
	CADD CHECKED BY: J.H.			
	SURVEY CHECKED BY: J.H.			
	QA/QC BY: J.H.			
	QA/QC REVISIONS BY: J.H.			



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10/13/21 10/13/21 10/13/21



ANGLETON, TEXAS		
FREEDOM PARK CLEARING AND GRUBBING FOR FREEDOM PARK DETENTION FOND		
CLEARING & GRUBBING AND PPP LAYOUT		
Job No.:	Scale:	SHEET
Date:	HORIZ.:	3
Dwn By:	VERT.:	OF 5
Chkd By:	CAD FILE:	

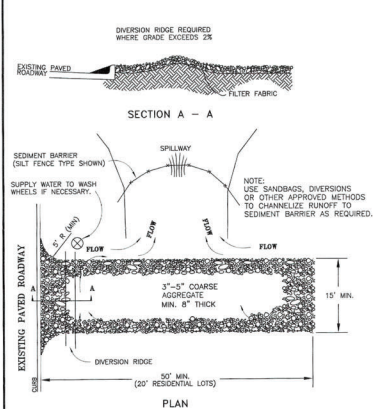
SPILL AND LEAK RESPONSE NOTES

1. RECORDS OF RELEASES THAT EXCEED THE REPORTABLE QUANTITY (RQ) FOR OIL AND HAZARDOUS SUBSTANCES SHOULD BE MAINTAINED IN ACCORDANCE WITH THE FEDERAL AND STATE REGULATIONS.
2. EMERGENCY CONTACT INFORMATION AND SPILL RESPONSE PROCEDURES SHALL BE POSTED IN A READILY AVAILABLE AREA FOR ACCESS BY ALL EMPLOYEES AND SUBCONTRACTORS.
3. SPILL CONTAINMENT KITS SHOULD BE MAINTAINED FOR PETROLEUM PRODUCTS AND OTHER CHEMICALS THAT ARE REGULARLY ON-SITE. MATERIALS IN KITS SHOULD BE BASED ON CONTAMINANT GUIDELINES IN THE MATERIAL SAFETY DATA SHEETS (MSDS) FOR THE SUBSTANCE MOST FREQUENTLY ON-SITE.
4. SPILL KITS ARE INTENDED FOR RESPONSE TO SMALL SPILLS, TYPICALLY LESS THAN 5 GALLONS, OF SUBSTANCES THAT ARE NOT EXTREMELY HAZARDOUS.
5. SIGNIFICANT SPILL OR OTHER RELEASES WARRANT IMMEDIATE RESPONSE BY TRAINED PROFESSIONALS.
6. IMMEDIATE ON-SITE CONTAMINATION SHOULD BE IMMEDIATELY REPORTED TO REGULATORY AUTHORITIES AND PROTECTIVE ACTIONS TAKEN.
7. THE CONTRACTOR SHOULD BE REQUIRED TO DESIGNATE A SITE SUPERINTENDENT, FOREMAN, SAFETY OFFICER, OR OTHER SENIOR PERSON WHO IS ON-SITE DAILY TO BE THE SPILL AND LEAK RESPONSE COORDINATOR (SLRC) AND MUST HAVE KNOWLEDGE OF AND BE TRAINED IN CORRECT SPILL AND LEAK RESPONSE PROCEDURES.

DEBRIS AND TRASH NOTES

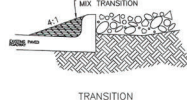
1. ALL WASTE SOURCES AND STORAGE AREAS SHALL BE LOCATED A MINIMUM OF 50 FEET AWAY FROM INLETS, SWALES, DRAINAGE WAYS, CHANNELS AND OTHER WATERS. IF THE SITE CONFIGURATION PROVIDES SUFFICIENT SPACE TO DO SO, IN NO CASE SHALL MATERIAL AND WASTE SOURCES BE CLOSER THAN 25 FEET FROM INLETS, SWALES, DRAINAGE WAYS, CHANNELS AND OTHER WATERS.
2. CONSTRUCTION WASTE AND TRASH SHALL BE STORED IN A MANNER THAT MINIMIZES ITS EXPOSURE TO PRECIPITATION AND STORMWATER RUNOFF.
3. WHENEVER POSSIBLE, MINIMIZE PRODUCTION OF DEBRIS AND TRASH.
4. INSTRUCT CONSTRUCTION WORKERS IN PROPER DEBRIS AND TRASH STORAGE AND HANDLING PROCEDURES.
5. SEGREGATE POTENTIAL HAZARDOUS WASTE FROM NON-HAZARDOUS CONSTRUCTION SITE DEBRIS.
6. PROHIBIT LITTERING BY WORKERS AND VISITORS.
7. POLICE SITE DAILY FOR LITTER AND DEBRIS.
8. ENFORCE SOLID WASTE HANDLING AND STORAGE PROCEDURES.
9. IF FEASIBLE, RECYCLE CONSTRUCTION AND DEMOLITION DEBRIS SUCH AS WOOD, METAL, AND CONCRETE.
10. TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AT REGULAR INTERVALS THAT ARE SCHEDULED TO EMPTY CONTAINERS WHEN THEY ARE 90 PERCENT FULL OR MORE FREQUENTLY.
11. GENERAL CONSTRUCTION DEBRIS MAY BE HAULED TO A LICENSED CONSTRUCTION DEBRIS LANDFILL.
12. USE WASTE AND RECYCLING HAULERS/FACILITIES APPROVED BY THE LOCAL MUNICIPALITY.
13. CHIPPING OF TREES AND BRUSH FOR USE SUCH AS MULCH IS PREFERRED ALTERNATIVE TO OFFSITE DISPOSAL.
14. NO WASTE, TRASH, OR DEBRIS SHALL BE BURIED, BURNED OR OTHER WISE DISPOSED OF ON-SITE.
15. CLEARLY MARK ON ALL DEBRIS AND TRASH CONTAINERS WHICH MATERIALS ARE ACCEPTABLE. FOREMAN AND/OR CONSTRUCTION SUPERVISOR SHALL MONITOR ON-SITE SOLID WASTE STORAGE AND DISPOSAL PROCEDURES DAILY.

N.T.S.

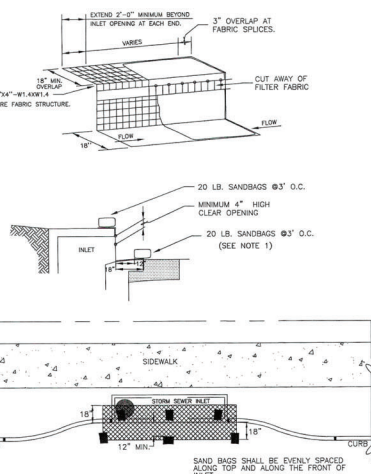


PLAN

WHEN SEDIMENT HAS SUBSTANTIALLY CLOGGED THE VOID AREA BETWEEN THE ROCKS, THE AGGREGATE MAT MUST BE WASHED DOWN OR REPLACED. PERIODIC RE-GRADING AND TOP DRESSING WITH ADDITIONAL STONE MUST BE DONE TO KEEP THE EFFICIENCY OF THE ENTRANCE FROM DIMINISHING.



TEMPORARY STONE CONSTRUCTION
ENTRANCE/EXIT
N.T.S.

CURB INLET PROTECTION DETAIL
N.T.S.

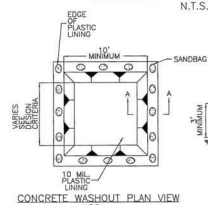
1. A SECTION OF FILTER FABRIC SHALL BE REMOVED AS SHOWN ON THIS DETAIL TO PROVIDE A 4\"/>

INLET OPENING	MINIMUM NUMBER OF SAND BAGS
5'	3
10'	3
15'	3
20'	4
25'	4

ROCK BERM GENERAL NOTES

1. USE ONLY OPEN GRADED ROCK 4-8 INCHES IN DIAMETER FOR STREAM FLOW CONDITION. USE OPEN GRADED ROCK 3-5 INCHES IN DIAMETER FOR OTHER CONDITIONS.
2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING A MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE SIZE OF 20 GAUGE AND SHALL BE BURIED IN A TRENCH APPROXIMATELY 3 TO 4 INCHES DEEP.
3. THE ROCK BERM SHALL BE INSPECTED EVERY TWO WEEKS OR AFTER EACH 1/2\"/>

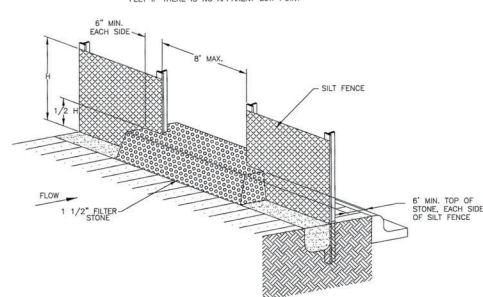
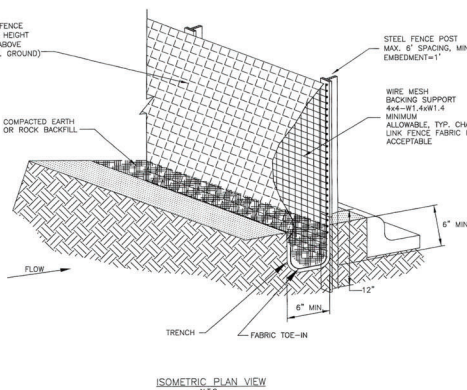
FILTER FABRIC WYE INLET PROTECTION

CONCRETE WASHOUT PLAN VIEW
N.T.S.CONCRETE WASHOUT AREA
N.T.S.CONCRETE WASHOUT SECTION A-A
N.T.S.

SILT FENCE GENERAL NOTES

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS ATTACHED TO THE STEEL FENCE POST. THERE SHALL BE A 3\"/>

NOTE: STONE OVERFLOW STRUCTURES OF OTHER OUTLET CONTROL DEVICES SHALL BE INSTALLED AT ALL LOW POINTS ALONG THE FENCE OR EVERY 300 FEET IF THERE IS NO APPARENT LOW POINT

SILT FENCE
STONE OVERFLOW STRUCTURE
N.T.S.ISOMETRIC PLAN VIEW
N.T.S.

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5	SURVEY CHECKED BY: <u>AK</u>			
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7	QA/QC REVISIONS BY: <u>J.H.</u>			



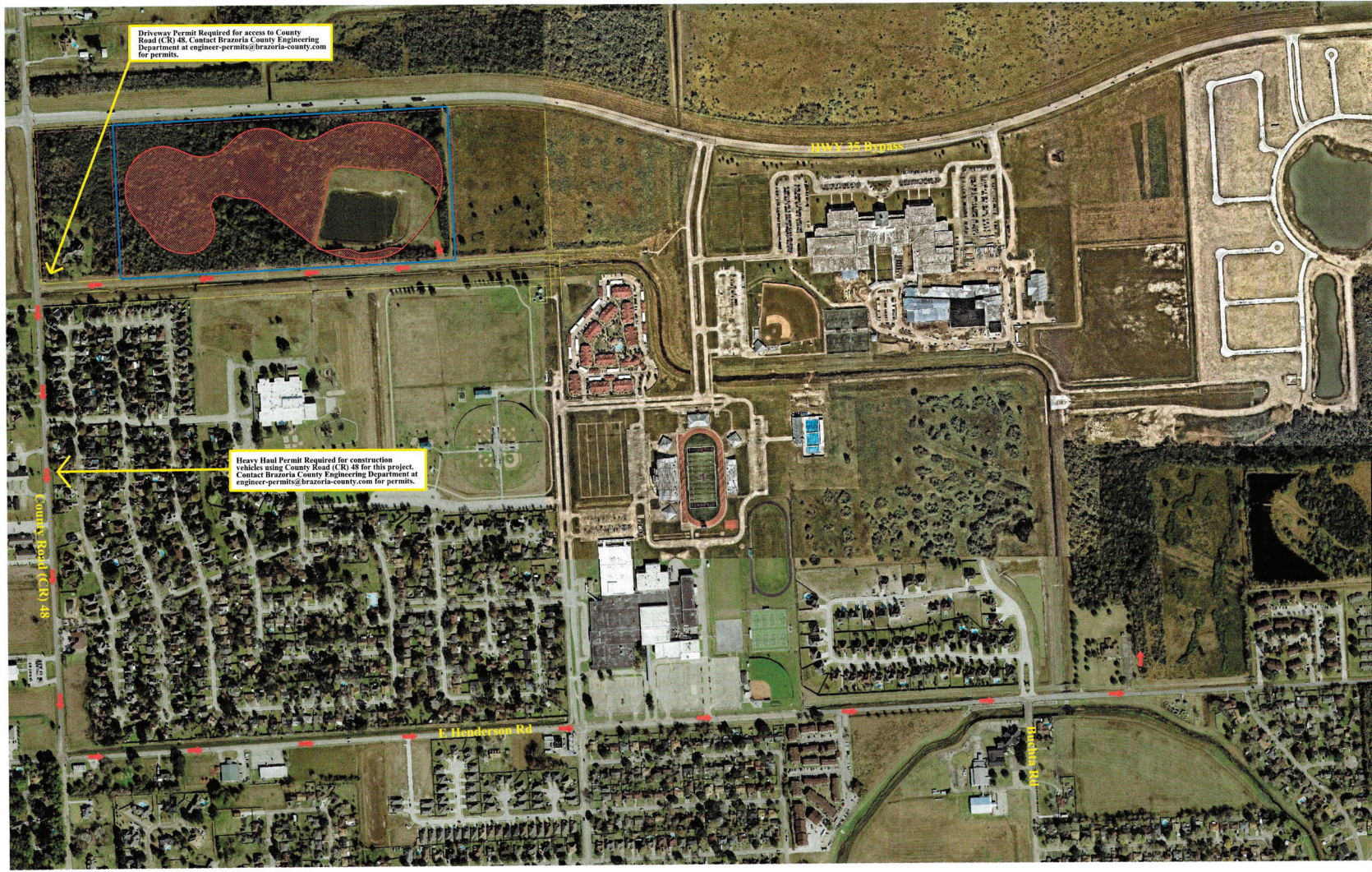
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TERRY FARM ROAD, No. 282
TERRY FARM ROAD, No. 282



ANGLETON, TEXAS
FREEDOM PARK
CLEARING AND GRUBBING FOR
FREEDOM PARK DETENTION POND

POLLUTION PREVENTION
DETAILS

Job No:	Scale:	SHEET
Date:	HORIZ. VERT. NTS	4
Drawn By:	CAD FILE:	OF 5
Chkd By:		



LEGEND

AREA OF CLEARING & GRUBBING

SUGGESTED TRUCK ROUTE



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THE HEART OF BRAZORIA COUNTY
ANGLETON

ANGLETON, TEXAS
FREEDOM PARK
CLEARING AND GRUBBING FOR
FREEDOM PARK DETENTION POND

TRUCK ROUTE LAYOUT

Job No.:	Scale:	SHEET 5 OF 5
Date:	HORZ:	
Dwn By:	VERT:	
Chld By:	CAD FILE:	



713.774.6621 tel
713.774.3360 fax

9570 South Sam Houston Parkway West
Houston, TX 77071

www.yellowstonelandscape.com

Exhibit B

Freedom Park
Tree Mitigation Plan - Summary

Exhibit A

<u>Detention Pond - Heritage Trees Removed</u>	Count	Caliper Inches
	31	413

Exhibit B

<u>Maintenance Berm - Heritage Trees Removed</u>	Count	Caliper Inches
	10	119

Exhibit A +B

<u>Total Heritage Trees Removed</u>	Count	Caliper Inches
	41	532

Exhibit B

<u>Maintenance Berm Trees Saved</u>	Count	Caliper Inches
<i>Heritage Tree</i>	47	497
<i>Significant Trees</i>	42	544
<i>Non-Qualified Trees</i>	10	104
Total Number of Trees Saved	99	1145

Exhibit B-1

Freedom Park - Detention Pond Excavation Area

Heritage Tree List

	Species	Calber Inches
Live Oak	Quercus virginiana	6
Live Oak	Quercus virginiana	7
Live Oak	Quercus virginiana	7
Live Oak	Quercus virginiana	8
Live Oak	Quercus virginiana	8
Live Oak	Quercus virginiana	8
Live Oak	Quercus virginiana	9
Live Oak	Quercus virginiana	10
Live Oak	Quercus virginiana	10
Live Oak	Quercus virginiana	10
Live Oak	Quercus virginiana	11
Live Oak	Quercus virginiana	12
Live Oak	Quercus virginiana	13
Live Oak	Quercus virginiana	13
Live Oak	Quercus virginiana	14
Live Oak	Quercus virginiana	14
Live Oak	Quercus virginiana	14
Live Oak	Quercus virginiana	14
Live Oak	Quercus virginiana	14
Live Oak	Quercus virginiana	15
Live Oak	Quercus virginiana	15
Live Oak	Quercus virginiana	16
Live Oak	Quercus virginiana	16
Live Oak	Quercus virginiana	16
Live Oak	Quercus virginiana	17
Live Oak	Quercus virginiana	17
Live Oak	Quercus virginiana	18
Live Oak	Quercus virginiana	18
Live Oak	Quercus virginiana	22
Live Oak	Quercus virginiana	28
Pecan	Carya Illinoensis	13

413

Heritage Trees Removed

	Live Oak	Pecan	Total
Number of Trees	30	1	31
Total Caliber Inches	400	13	413

Exhibit B-2

Freedom Park - Maintenance Berm Area

Tree List

Number	Species		Caliper Inches	Classification	Notes	Location
1	Water Oak	Quercus nigra	14	Significant Tree		6062-6063
2	Live Oak	Quercus virginiana	15	Heritage Tree		6062-6063
3	Water Oak	Quercus nigra	12	Significant Tree		6063-6064
4	Live Oak	Quercus virginiana	12	Heritage Tree	Double Trunk	6063-6064
5	Water Oak	Quercus nigra	14	Significant Tree		6063-6064
6	Live Oak	Quercus virginiana	11	Heritage Tree		6063-6064
7	Live Oak	Quercus virginiana	8	Heritage Tree		6063-6064
8	Water Oak	Quercus nigra	11	Significant Tree		6064-6065
9	Live Oak	Quercus virginiana	9	Heritage Tree		6064-6065
10	Live Oak	Quercus virginiana	12	Heritage Tree		6064-6065
11	Live Oak	Quercus virginiana	8	Heritage Tree		6065-6066
12	Live Oak	Quercus virginiana	22	Heritage Tree	Double Trunk	6065-6066
13	Water Oak	Quercus nigra	10	Significant Tree		6065-6066
14	Water Oak	Quercus nigra	9	Significant Tree		6067
15	Water Oak	Quercus nigra	17	Significant Tree		6067-6068
16	Eastern Red Cedar	Juniperus virginiana	13	Non Qualified Tree		6068-6069
17	Live Oak	Quercus virginiana	20	Heritage Tree	Good structured quality tree	6068-6069
19	Live Oak	Quercus virginiana	14	Heritage Tree		6068-6069
20	Live Oak	Quercus virginiana	15	Heritage Tree		6069-6070
21	Water Oak	Quercus nigra	17	Significant Tree		6069-6070
22	Live Oak	Quercus virginiana	14	Heritage Tree	On high bank	6069-6070
23	Live Oak	Quercus virginiana	13	Heritage Tree		6072-6073
24	Water Oak	Quercus nigra	13	Significant Tree		6084-6085
25	Water Oak	Quercus nigra	10	Significant Tree		6084-6085
26	Live Oak	Quercus virginiana	16	Heritage Tree		6084-6085
27	Live Oak	Quercus virginiana	13	Heritage Tree		6084-6085
28	Eastern Red Cedar	Juniperus virginiana	8	Non Qualified Tree		6084-6085
29	Water Oak	Quercus virginiana	8	Significant Tree		6087-6088
30	Eastern Red Cedar	Juniperus virginiana	10	Non Qualified Tree		6087-6088
31	Eastern Red Cedar	Juniperus virginiana	10	Non Qualified Tree		6087-6088
32	Eastern Red Cedar	Juniperus virginiana	12	Non Qualified Tree		6087-6088
33	Eastern Red Cedar	Juniperus virginiana	12	Non Qualified Tree		6088
34	Live Oak	Quercus virginiana	16	Heritage Tree		6089-6090
35	Live Oak	Quercus virginiana	20	Heritage Tree		6090-6091
36	Water Oak	Quercus nigra	20	Significant Tree	Good structured quality tree	6091-6092
37	Water Oak	Quercus nigra	16	Significant Tree		6092-6093
38	Live Oak	Quercus virginiana	10	Heritage Tree		6092-6093
39	Water Oak	Quercus nigra	13	Significant Tree		6093-6094
40	Water Oak	Quercus nigra	16	Significant Tree		6095-6096
41	Water Oak	Quercus nigra	20	Significant Tree	Good structured quality tree	6097-6098
42	Live Oak	Quercus virginiana	13	Heritage Tree		6097-6098
43	Water Oak	Quercus nigra	23	Significant Tree	Good structured quality tree	6098-6099
44	Live Oak	Quercus virginiana	8	Heritage Tree		6098-6099
45	Eastern Red Cedar	Juniperus virginiana	7	Non Qualified Tree		6101-6000
46	American Elm	Ulmus Americana	8	Significant Tree		6002-6003
47	Water Oak	Quercus nigra	15	Significant Tree		6009-6010
48	Water Oak	Quercus nigra	12	Significant Tree		6010-6011
49	American Elm	Ulmus Americana	14	Significant Tree		6013
50	Live Oak	Quercus virginiana	8	Heritage Tree		6013-6014
51	Live Oak	Quercus virginiana	12	Heritage Tree		6014-6015
52	Live Oak	Quercus virginiana	5	Heritage Tree		6014-6015
53	American Elm	Ulmus Americana	7	Significant Tree		6016-6017
54	American Elm	Ulmus Americana	7	Significant Tree		6022-6023
55	American Elm	Ulmus Americana	10	Significant Tree		6023-6024
56	Eastern Red Cedar	Juniperus virginiana	7	Non Qualified Tree		6023-6024
57	Pecan	Carya Illinoensis	7	Heritage Tree		6023-6024
58	American Elm	Ulmus Americana	8	Significant Tree		6023-6024
59	Water Oak	Quercus nigra	16	Significant Tree	Good structured quality tree	6024
60	American Elm	Ulmus Americana	11	Significant Tree		6026-6027
61	American Elm	Ulmus Americana	11	Significant Tree		6027-6028
62	Eastern Red Cedar	Juniperus virginiana	12	Non Qualified Tree	Good structured quality tree	6027-6028
63	Water Oak	Quercus nigra	15	Significant Tree		6027-6028
64	Water Oak	Quercus nigra	16	Significant Tree		6027-6028
65	Water Oak	Quercus nigra	18	Significant Tree		6027-6028
66	Water Oak	Quercus nigra	19	Significant Tree		6027-6028
67	Water Oak	Quercus nigra	11	Significant Tree		6031
68	Eastern Red Cedar	Juniperus virginiana	13	Non Qualified Tree		6032-6033
69	Live Oak	Quercus virginiana	8	Heritage Tree		6034-6035
70	American Elm	Ulmus Americana	14	Significant Tree		6035-6036

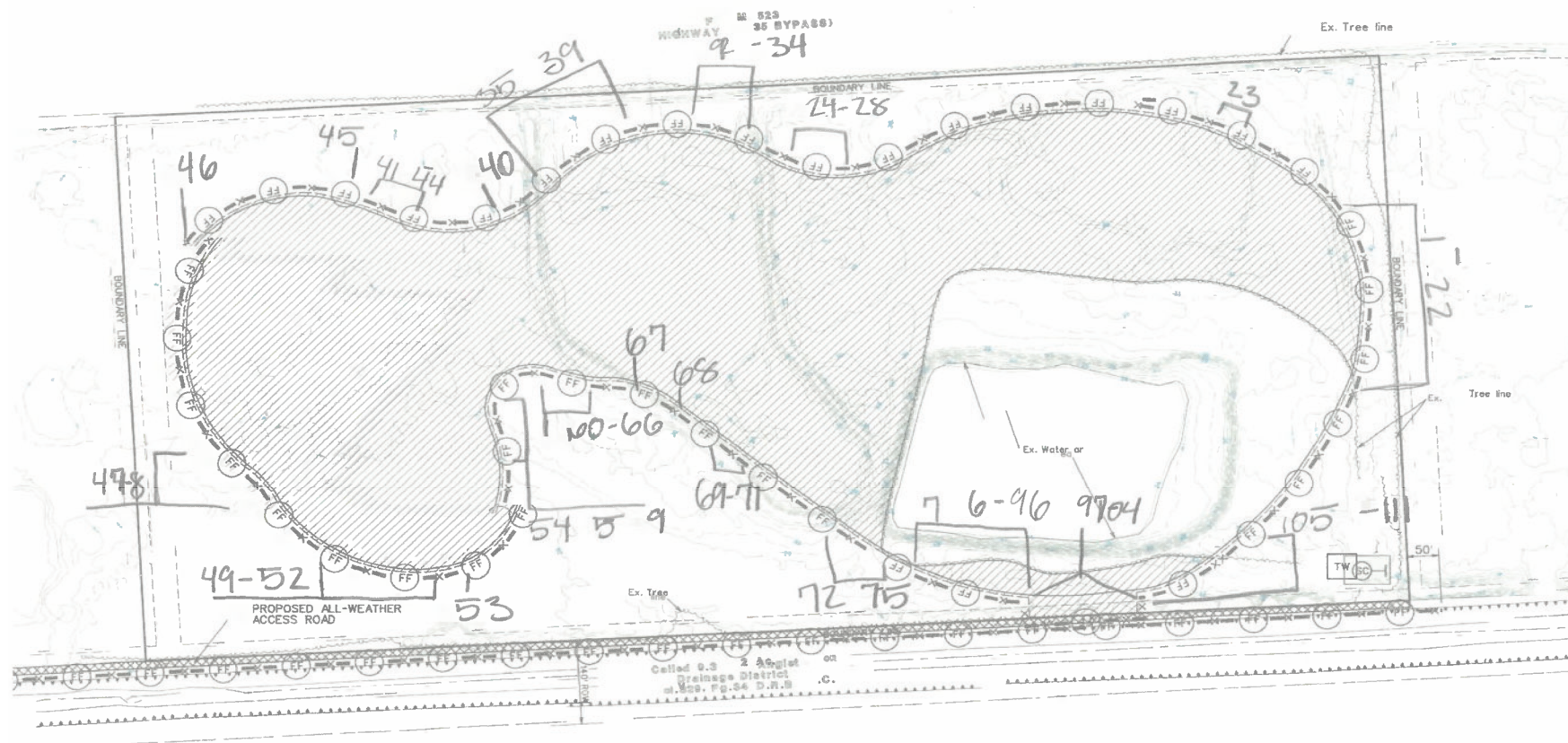
Number	Species		Caliper Inches	Classification	Notes	Location
71	Live Oak	Quercus virginiana	13	Heritage Tree		6035-6036
72	Live Oak	Quercus virginiana	7	Heritage Tree		6039
73	Live Oak	Quercus virginiana	13	Heritage Tree		6039-6040
74	Water Oak	Quercus nigra	12	Significant Tree	Double Trunk, existing tree marker 532	6039-6040
75	Live Oak	Quercus virginiana	8	Heritage Tree		6039-6040
76	Water Oak	Quercus nigra	10	Significant Tree		6040-6041
77	Live Oak	Quercus virginiana	7	Heritage Tree		6040-6041
78	Live Oak	Quercus virginiana	10	Heritage Tree	Double Trunk	6040-6041
79	Live Oak	Quercus virginiana	7	Heritage Tree	Oak mott	6041-6042
80	Live Oak	Quercus virginiana	8	Heritage Tree		6041-6042
81	American Elm	Ulmus Americana	15	Significant Tree		6041-6042
82	Live Oak	Quercus virginiana	6	Heritage Tree		6041-6042
83	Live Oak	Quercus virginiana	12	Heritage Tree	Oak mott	6041-6042
84	Live Oak	Quercus virginiana	8	Heritage Tree		6041-6042
85	Live Oak	Quercus virginiana	3	Heritage Tree		6041-6042
86	Live Oak	Quercus virginiana	4	Heritage Tree	Heavily Leaning	6041-6042
87	Live Oak	Quercus virginiana	7	Heritage Tree		6042-6043
88	Live Oak	Quercus virginiana	4	Heritage Tree		6042-6043
89	American Elm	Ulmus Americana	6	Significant Tree		6042-6043
90	Live Oak	Quercus virginiana	3	Heritage Tree		6042-6043
91	American Elm	Ulmus Americana	19	Significant Tree	Existing tree marker 531	6043
92	Water Oak	Quercus nigra	15	Significant Tree		6043
93	Live Oak	Quercus virginiana	25	Heritage Tree	Oak mott	6043-6044
94	Water Oak	Quercus nigra	7	Significant Tree		6045-6046
95	Live Oak	Quercus virginiana	8	Heritage Tree	Multiple Trunk	6045-6046
96	American Elm	Ulmus Americana	15	Significant Tree	Multiple Trunk	6045-6046
97	American Elm	Ulmus Americana	5	Significant Tree		6046-6053
98	American Elm	Ulmus Americana	8	Significant Tree		6046-6053
99	Live Oak	Quercus virginiana	4	Heritage Tree		6046-6053
100	Live Oak	Quercus virginiana	10	Heritage Tree		6046-6053
101	Live Oak	Quercus virginiana	9	Heritage Tree		6046-6053
102	American Elm	Ulmus Americana	4	Significant Tree		6046-6053
103	Live Oak	Quercus virginiana	9	Heritage Tree		6046-6053
104	American Elm	Ulmus Americana	8	Significant Tree		6046-6053
105	Live Oak	Quercus virginiana	19	Heritage Tree	Multiple Trunk	6053-6054
106	Live Oak	Quercus virginiana	4	Heritage Tree		6053-6054
107	Live Oak	Quercus virginiana	5	Heritage Tree		6054-6055
108	American Elm	Ulmus Americana	8	Significant Tree		6054-6055
109	Live Oak	Quercus virginiana	5	Heritage Tree		6054-6055
110	Live Oak	Quercus virginiana	10	Heritage Tree		6054-6055
111	Water Oak	Quercus nigra	4	Significant Tree		6055-6056
112 (N)	Water Oak	Quercus nigra	9	Significant Tree	Added, originally outside of survey limits, weir structure	
113 (N)	Live Oak	Quercus virginiana	14	Heritage Tree	Added, originally outside of survey limits, weir structure	
114 (N)	Live Oak	Quercus virginiana	10	Heritage Tree	Added, originally outside of survey limits, weir structure	
115 (N)	Live Oak	Quercus virginiana	4	Heritage Tree	Added, originally outside of survey limits, weir structure	
116 (N), (8/29/24)	Live Oak	Quercus virginiana	12	Heritage Tree		Removed by Shry
117 (N), (8/29/24)	Live Oak	Quercus virginiana	39	Heritage Tree	MULTI TRUNK	Removed by Shry
			1320			

Trees Removed After Hurricane (N) = Trees added to original survey

Maintenance Berm Tree Count

	Heritage	Significant	Non-Qualified	Total
Total Number of Trees	57	49	10	116
Total Caliber Inches	616	600	104	1320
Number of Trees Removed	10	7	0	17
Caliper Inches Removed	119	56	0	175
Total Number of Trees Saved	47	42	10	99
Total Qualified Caliper Inches Saved	497	544	0	1041
Non-Qualified Trees (CI) Saved			104	104
Grand Total Caliper Inches Saved	497	544	104	1145

Exhibit B-3





July 24, 2024

Jeb Kolby, P.E.
Director of Development
Ember Real Estate Investment & Development
4444 Westheimer Road; Suite G325
Houston, TX 77027

Re: Freedom Park & Windrose Green Tree Replacement
City of Angleton

Dear Mr. Kolby:

Please find the attached latest tree inventory memo dated December 13, 2022 (See Attachment “A”). This document contains the latest tree count, their diameter, and species. The following are the amount of Heritage trees that were removed:

Freedom Park

34 live oaks and 1 pecan: Total caliper inches of heritage trees removed is 455 inches.

Windrose Green

24 heritage trees were removed: Total caliper inches of heritage trees removed is 198 inches.

Please note:

1. The four poor quality trees identified in Exhibit A have been added into the total caliper inches of removed trees at Freedom Park.
2. The four other trees removed later identified in Exhibit “B-2” that does not have a size or species. Those are not included in above calculations.

Heritage tree loses must be accounted for by multiplying the total of removed caliper inches of heritage trees by three to determine the aggregate amount of tree caliper inches that must be provided. Therefore, the aggregate of total caliper inches required:

Freedom Park

455 inches x 3 = 1,365 aggregate of total caliper inches required.

Windrose Green

198 inches x 3 = 594 aggregate of total caliper inches required.

Windrose Green Landscaping Plan added 91 Live Oaks per the attached memo. However, the tree caliber for each tree planted is only 2.5 inches. Per City ordinance, the City of Angleton will accept no less than three (3) caliper-inches of trees (Live Oak or Pecan) as a replacement for heritage trees removal. Therefore, there is no credit for the smaller diameter trees planted in the Windrose Green.

The total amount of trees required to be replanted at each site shall be calculated at:

Freedom Park

1,365 caliper inches of heritage trees required / 3 = 455 - 3-inch caliper live oak or pecan trees required to be planted.

Windrose Green

594 caliper inches of heritage trees required / 3 = 198 - 3-inch caliper live oak or pecan trees required to be planted.

Alternatively, the City of Angleton will accept a fee in lieu of the tree replacement. The fee in lieu of tree replacement must be consistent with the replacement costs for three (3) caliper-inch heritage trees (Live Oak or Pecan) from a local landscape provider. A recent cost estimate for heritage trees has been provided by Wagner Tree Farm (See attachment "B") Therefore, the fee in lieu is:

Freedom Park

455 Heritage Trees x \$475.56 per tree = \$216,379.80 of fee in lieu of tree mitigation.

Windrose Green

198 Heritage Trees x \$475.56 per tree = \$94,160.00 of fee in lieu of tree mitigation.

Additionally, any remaining heritage trees removed to create the 30-foot maintenance berm around the Freedom Park Detention Pond as depicted in the approved set of plans will need to be calculated in the same manner and added to the totals above.

Ember Real Estates Investment & Development (Ember) has requested a credit for significant trees saved at each site. Ember should coordinate with City staff to get on the next City Council agenda to discuss a credit for significant trees saved.

If you would like to discuss this in more detail, please contact me.

Sincerely,

If you have any questions, please call me.

Sincerely,

HDR ENGINEERING, INC.



John Peterson, P.E., CFM
Associate Vice President/Municipal Practice Lead



Attachment "A"

MEMORANDUM

December 13, 2022

To: Megan Mainer, Director of Parks & Recreation

CC: Chris Whittaker, City Manager

Otis Spriggs, Director of Development Services

Chris Casey, Civic Principal, HDR

Alex Khoshakhlagh, Project Manager, Costello Engineering

Jeb Kolby, Director of Development, Concourse Development

From: Stephen R. Tennis, Director of Planning, Concourse Development

RE: **Heritage Tree Analysis**

This Memorandum serves as Concourse Development's understanding, analysis and conclusion on the City of Angleton's Code of Ordinance 23-60, Heritage Tree Protection requirement as applied to the Freedom Park and the Windrose Green development clearing projects.

Freedom Park

Rancho Isabella MUD contracted with Crisp Materials, LLC on a Clearing & Grubbing (C&G) project within the City of Angleton's Freedom Park tract to prepare for future detention capacity. Our team worked very closely with the Director of Parks & Recreation and Burditt Landscape Architecture to design a project that preserved as many trees as possible. The C&G project started in May 2022 and was completed October 2022. Due to the extreme density of the trees and underbrush on the tract, the city staff agreed to the same clearing method used on Concourse's project that did not require a pre-clearing tree survey.

The contractor was instructed to preserve all trees for classifying and logging as they progressed. Within the future excavation area, only Heritage trees were preserved. The detention project also has a 30' maintenance berm around the entire detention pond area. Although on most detention pond projects the maintenance berm is completely cleared, this maintenance berm area was cleared with the intent to save as many trees as possible, at significant cost to both the contractor and Concourse Development.

A licensed arborist, Jeff Hanawalt, Certified Arborist TX-0211A, with Yellowstone Landscape – Tree Division was engaged to perform onsite reviews and logging of all trees. Throughout this process several onsite meetings took place with City staff to review the clearing process. Within the excavation area a total of 31 Heritage trees were identified (30 Live Oaks and 1 Pecan) for a total of 413 caliper inches of

Heritage trees to be removed and requiring mitigation (**see Exhibit “A”**). Within the maintenance berm area, a total of 110 trees were saved. (52 Heritage trees, 48 Significant trees and 10 non-Qualified trees) for a total of 1,232 caliper inches of trees saved. The 48 Significant trees generated a total of 591 total caliper inches of credit (**see Exhibit “B”**).

Based on the 1:1 mitigation requirement used for Freedom Park, 413 inches of mitigation was needed. (No credit was given for the 537 inches of Heritage trees, or 110 inches of non-qualified trees saved.) Therefore, the 413 inches of mitigation required for the Heritage trees removed within the excavation area was deducted from the 591 inches of credit from the Significant trees saved, resulting in a remaining credit of 178 inches.

At the final walk of the clearing project with the city staff there were 4 trees that were identified as being extremely close to the future excavation area and may need to be removed (**see Exhibit “B-2”**). It was agreed not to remove them under the current clearing contract, but to address those trees along with any other trees removed in the detention construction contract.

An additional analysis will be merited after the detention construction contract is complete to determine the final mitigation count.

Windrose Green

Rancho Isabella MUD contracted with 3B Construction to clear the remaining developable land within the Windrose Green development. Since the entire development will require fill dirt to meet the drainage design criteria, no existing trees could be preserved, thus requiring tree mitigation.

A total of 24 Heritage trees were logged for a total of 198 caliper inches (**see Exhibit “C”**) The City Heritage Tree Protect ordinance requires a 3:1 mitigation requirement, resulting in a total of 594 caliper inches of mitigation. The Windrose Green Phase 1 Landscape Improvement project completed in December 2022 installed a total of 347 caliper inches of Heritage/Significant trees within the common areas of Windrose Green Section 1 (**see Exhibit “D”**). Based on the current mitigation requirement of 594 inches, less the Phase 1 planting credit of 347 inches and the 178 inches saved previously, a remaining balance of 68 caliper inches is needed to fulfill the mitigation requirements. Future Sections in Windrose Green will include landscaping in the common areas. Those projects will generate more than the required mitigation credits still required. Concourse Development will update and submit to the city after each landscape project is completed, showing the current tally at that time.

EXHIBIT "A"

Freedom Park Excavation Pond area only

Species	Diameter (inches)	Total count	Live Oak	Pecan	Total
Live Oak	6		30	1	31
Live Oak	7		400	13	413
Live Oak	7				
Live Oak	8		13	13	
Live Oak	8				
Live Oak	8				
Live Oak	8				
Live Oak	9				
Live Oak	10				
Live Oak	10				
Live Oak	10				
Live Oak	11				
Live Oak	12				
Live Oak	13				
Live Oak	13				
Live Oak	14				
Live Oak	14				
Live Oak	14				
Live Oak	14				
Live Oak	14				
Live Oak	15				
Live Oak	15				
Live Oak	16				
Live Oak	16				
Live Oak	16				
Live Oak	17				
Live Oak	17				
Live Oak	18				
Live Oak	18				
Live Oak	22				
Live Oak	28				
Pecan	13				
Total Caliber Inches					413

Poor Quality trees excluded from count			
Species			Diameter (Inches)
Live Oak	Quercus virginiana		6
Live Oak	Quercus virginiana		8
Live Oak	Quercus virginiana		13
Live Oak	Quercus virginiana		15

EXHIBIT "B"

Freedom Park Maintenance Berm area only

Number	Species	Diameter (inches)	Classification	Notes	Location
1	Water Oak	14	Significant Tree		6062-6063
2	Live Oak	15	Heritage Tree		6062-6063
3	Water Oak	12	Significant Tree		6063-6064
4	Live Oak	12	Heritage Tree	Double Trunk	6063-6064
5	Water Oak	14	Significant Tree		6063-6064
6	Live Oak	11	Heritage Tree		6063-6064
7	Live Oak	8	Heritage Tree		6063-6064
8	Water Oak	11	Significant Tree		6064-6065
9	Live Oak	9	Heritage Tree		6064-6065
10	Live Oak	12	Heritage Tree		6064-6065
11	Live Oak	8	Heritage Tree		6065-6066
12	Live Oak	22	Heritage Tree	Double Trunk	6065-6066
13	Water Oak	10	Significant Tree		6065-6066
14	Water Oak	9	Significant Tree		6067
15	Water Oak	17	Significant Tree		6067-6068
16	Water Oak	13	Non Qualified Tree		6068-6069
17	Eastern Red Cedar	20	Heritage Tree	Good structured quality tree	6068-6069
19	Live Oak	14	Heritage Tree		6068-6069
20	Live Oak	15	Heritage Tree		6069-6070
21	Water Oak	17	Significant Tree		6069-6070
22	Live Oak	14	Heritage Tree	On high bank	6069-6070
23	Live Oak	13	Heritage Tree		6072-6073
24	Water Oak	13	Significant Tree		6084-6085
25	Water Oak	10	Significant Tree		6084-6085
26	Live Oak	16	Heritage Tree		6084-6085
27	Live Oak	13	Heritage Tree		6084-6085
28	Eastern Red Cedar	8	Non Qualified Tree		6084-6085
29	Water Oak	8	Significant Tree		6087-6088
30	Eastern Red Cedar	10	Non Qualified Tree		6087-6088
31	Eastern Red Cedar	10	Non Qualified Tree		6087-6088
32	Eastern Red Cedar	12	Non Qualified Tree		6087-6088
33	Eastern Red Cedar	12	Non Qualified Tree		6087-6088
34	Live Oak	16	Heritage Tree		6088
35	Live Oak	20	Heritage Tree		6089-6090
36	Water Oak	20	Significant Tree	Good structured quality tree	6090-6091
37	Water Oak	16	Significant Tree		6091-6092
					6092-6093

38	Live Oak	Quercus virginiana	10	Heritage Tree	6092-6093
39	Water Oak	Quercus nigra	13	Significant Tree	6093-6094
40	Water Oak	Quercus nigra	16	Significant Tree	6095-6096
41	Water Oak	Quercus nigra	20	Significant Tree	6097-6098
42	Live Oak	Quercus virginiana	13	Heritage Tree	6097-6098
43	Water Oak	Quercus nigra	23	Significant Tree	6098-6099
44	Live Oak	Quercus virginiana	8	Heritage Tree	6098-6099
45	Eastern Red Cedar	Juniperus virginiana	7	Non Qualified Tree	6101-6000
46	American Elm	Ulmus Americana	8	Significant Tree	6002-6003
47	Water Oak	Quercus nigra	15	Significant Tree	6009-6010
48	Water Oak	Quercus nigra	12	Significant Tree	6010-6011
49	American Elm	Ulmus Americana	14	Significant Tree	6013
50	Live Oak	Quercus virginiana	8	Heritage Tree	6013-6014
51	Live Oak	Quercus virginiana	12	Heritage Tree	6014-6015
52	Live Oak	Quercus virginiana	5	Heritage Tree	6014-6015
53	American Elm	Ulmus Americana	7	Significant Tree	6016-6017
54	American Elm	Ulmus Americana	7	Significant Tree	6022-6023
55	American Elm	Ulmus Americana	10	Significant Tree	6023-6024
56	Eastern Red Cedar	Juniperus virginiana	7	Non Qualified Tree	6023-6024
57	Pecan	Carya illinoensis	7	Heritage Tree	6023-6024
58	American Elm	Ulmus Americana	8	Significant Tree	6023-6024
59	Water Oak	Quercus nigra	16	Significant Tree	6024
60	American Elm	Ulmus Americana	11	Significant Tree	6026-6027
61	American Elm	Ulmus Americana	11	Significant Tree	6027-6028
62	Eastern Red Cedar	Juniperus virginiana	12	Non Qualified Tree	6027-6028
63	Water Oak	Quercus nigra	15	Significant Tree	6027-6028
64	Water Oak	Quercus nigra	16	Significant Tree	6027-6028
65	Water Oak	Quercus nigra	18	Significant Tree	6027-6028
66	Water Oak	Quercus nigra	19	Significant Tree	6027-6028
67	Water Oak	Quercus nigra	11	Significant Tree	6031
68	Eastern Red Cedar	Juniperus virginiana	13	Non Qualified Tree	6032-6033
69	Live Oak	Quercus virginiana	8	Heritage Tree	6034-6035
70	American Elm	Ulmus Americana	14	Significant Tree	6035-6036
71	Live Oak	Quercus virginiana	13	Heritage Tree	6035-6036
72	Live Oak	Quercus virginiana	7	Heritage Tree	6039
73	Live Oak	Quercus virginiana	13	Heritage Tree	6039-6040
74	Water Oak	Quercus nigra	12	Significant Tree	6039-6040
75	Live Oak	Quercus virginiana	8	Heritage Tree	6040-6041
76	Water Oak	Quercus nigra	10	Significant Tree	6040-6041
77	Live Oak	Quercus virginiana	7	Heritage Tree	6040-6041

Double Trunk, existing tree marker 532

78	Live Oak	Quercus virginiana	10	Heritage Tree	Double Trunk	6040-6041
79	Live Oak	Quercus virginiana	7	Heritage Tree	Oak mott	6041-6042
80	Live Oak	Quercus virginiana	8	Heritage Tree		6041-6042
81	American Elm	Ulmus Americana	15	Significant Tree		6041-6042
82	Live Oak	Quercus virginiana	6	Heritage Tree		6041-6042
83	Live Oak	Quercus virginiana	12	Heritage Tree	Oak mott	6041-6042
84	Live Oak	Quercus virginiana	8	Heritage Tree		6041-6042
85	Live Oak	Quercus virginiana	3	Heritage Tree		6041-6042
86	Live Oak	Quercus virginiana	4	Heritage Tree	Heavily Leaning	6041-6042
87	Live Oak	Quercus virginiana	7	Heritage Tree		6042-6043
88	Live Oak	Quercus virginiana	4	Heritage Tree		6042-6043
89	American Elm	Ulmus Americana	6	Significant Tree		6042-6043
90	Live Oak	Quercus virginiana	3	Heritage Tree		6042-6043
91	American Elm	Ulmus Americana	19	Significant Tree	Existing tree marker 531	6042-6043
92	Water Oak	Quercus nigra	15	Significant Tree		6043
93	Live Oak	Quercus virginiana	25	Heritage Tree		6043
94	Water Oak	Quercus nigra	7	Significant Tree	Oak mott	6043-6044
95	Live Oak	Quercus virginiana	8	Heritage Tree		6045-6046
96	American Elm	Ulmus Americana	15	Significant Tree	Multiple Trunk	6045-6046
97	American Elm	Ulmus Americana	5	Significant Tree	Multiple Trunk	6045-6046
98	American Elm	Ulmus Americana	8	Significant Tree		6046-6053
99	Live Oak	Quercus virginiana	4	Heritage Tree		6046-6053
100	Live Oak	Quercus virginiana	10	Heritage Tree		6046-6053
101	Live Oak	Quercus virginiana	9	Heritage Tree		6046-6053
102	American Elm	Ulmus Americana	4	Significant Tree		6046-6053
103	Live Oak	Quercus virginiana	9	Heritage Tree		6046-6053
104	American Elm	Ulmus Americana	8	Significant Tree		6046-6053
105	Live Oak	Quercus virginiana	19	Heritage Tree	Multiple Trunk	6053-6054
106	Live Oak	Quercus virginiana	4	Heritage Tree		6053-6054
107	Live Oak	Quercus virginiana	5	Heritage Tree		6054-6055
108	American Elm	Ulmus Americana	8	Significant Tree		6054-6055
109	Live Oak	Quercus virginiana	5	Heritage Tree		6054-6055
110	Live Oak	Quercus virginiana	10	Heritage Tree		6054-6055
111	Water Oak	Quercus nigra	4	Significant Tree		6055-6056
Total count		Heritage	Non Qualified	Total Saved		
Total diameter		52	48	10	110	
Average Diameter		537	591	104	1232	
		10	12	10		

EXHIBIT "B-2"



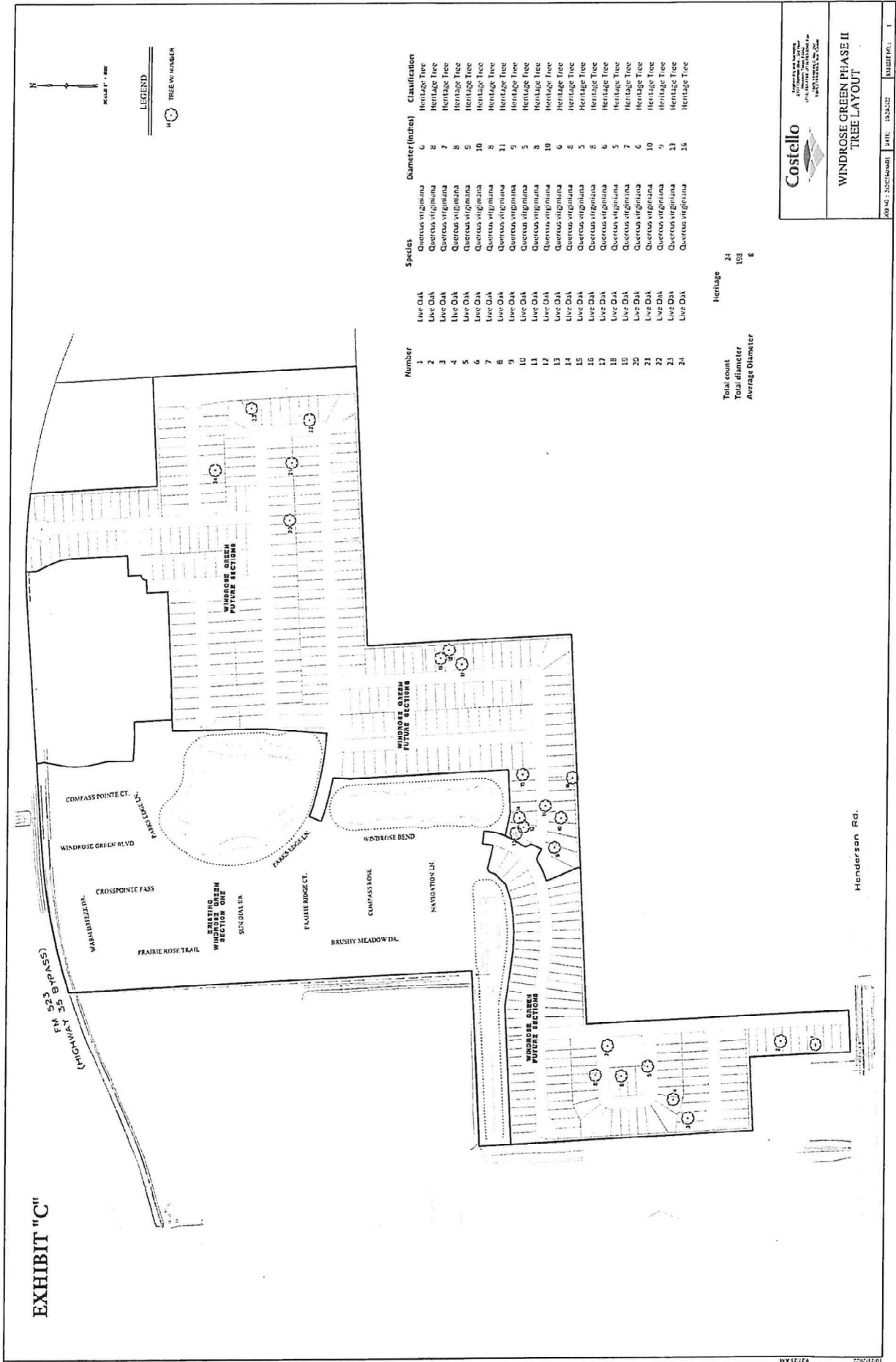


EXHIBIT "D"

Windrose Green - Phase I Landscape Improvements

Type	Qty	Tree Caliber (Inches)	Total Inches	Heritage/Significant	Total Credit (Inches)
Drummond Red Maple	42	2.5	105.0	No	
Mexican Sycamore	5	3.5	17.5	No	
Swamp Chestnut Oak	19	2.5	47.5	No	
Water Oak	12	2.5	30.0	Yes	30.0 Inches
Monterrey Oak	29	2.5	72.5	No	
Live Oak	91	2.5	227.5	Yes	227.5 Inches
Bald Cypress	36	2.5	90.0	Yes	90.0 Inches
Drake Elm	5	3.5	17.5	No	
Basham's Party Prink Grape Myrtle	19	3	57.0	No	
Natchez Grape Myrtle	18	3	54.0	No	
			718.5	Total Credit	347.5 Inches

Wagner Tree Farm
4135 Avenue E
Santa Fe, TX 77510
(409) 682-0695
wagnertreefarm@hotmail.com
www.wagnertreefarm.com

Attachment "B"



Quote

ADDRESS
City Of Angleton

QUOTE # 1182
DATE 06/28/2024

SUMMARY	QTY	RATE	AMOUNT
Sales	537	475.00	255,075.00
3" cal live oaks no installation			
FREIGHT	1	300.00	300.00
Per load			

Liability Release: Owner will assume any extra cost incurred by WTF to remove any fences, walls, sprinklers, gas lines, or any other obstruction which prevents easy access where trees are to be planted. If rock is encountered, an additional charge must be added to cover the cost of air hammer and/or additional labor. WTF is not responsible for a prints or ruts made during project. WTF will notify Dig Tess for underground utility locating prior to digging unless specified otherwise, and will not be held responsible for any underground utility damage. Owner assumes responsibility for placement and replanting of trees. Pricing is good for 3 months from date the bid is received. Warranty on trees/shrubs does NOT cover animal encounter, natural disaster, or mechanical damage. Warranty will be voided for watering negligence.

TOTAL **\$255,375.00**

Accepted By

Accepted Date



CITY OF ANGLETON
PLANNING AND ZONING COMMISSION MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
THURSDAY, NOVEMBER 06, 2025 AT 12:00 PM

Members Names

Chair | William Garwood

Commission Members | Deborah Spoor, Jeff Roberson, Michelle Townsend,

Regina Bieri, Andrew Heston

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE PLANNING AND ZONING COMMISSION FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON THURSDAY, NOVEMBER 6, 2025, 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

Roll Call: Present were: Chair William Garwood; **Commission Members:** Deborah Spoor, Michelle Townsend, Regina Bieri, and Andrew Heston; **Absent was:** Commission Member Jeff Roberson.

1. **Meeting Minutes:** Discussion and possible action on the minutes for the Planning and Zoning Commission meeting held on September 4, 2025.

Commission Action: The motion to approve the minutes as presented was made by Commission Member Regina Bieri; seconded by Commission Member Deborah Spoor. Motion carried unanimously. The minutes were approved (5-0).

PUBLIC HEARINGS AND ACTION ITEMS

2. **Conduct a public hearing, discussion, and possible action on an Ordinance Zoning approximately 26.084 acres out of 41.876 acres to Commercial General (C-G)/SUP Overlay, TNMP Company for property (White Oak Substations) located adjacent and north of 3343 E Mulberry St/ HWY 35, Angleton, TX 77515.**

D.S. Director Otis Spriggs introduced this Public Hearing item. Mr. Spriggs noted that the City Council voted to recently annex the rear ETJ property, as noted in the agenda summary report. As you recall, the TNMP/Centerpoint Substation site, located on Highway 35, came in for a SUP for the utility substations, which are currently under construction.

The annexation recently added the rear acreage (ORDINANCE NO. 20250826-009), which was previously within the City's ETJ, and later pulled it into the City limits. The original SUP overlay for the property frontage was approved by the City Council, subject to the applicants returning with the annexation petition. Today's public hearing is essentially a follow-up request to finalize the annexation process, during which we will assign the required zoning district for the annexation. That is all the Planning and Zoning Commission is asked to do today, and to make a final recommendation to the City Council accordingly.

Staff notified property owners within 200 feet of the property and posted the legal notice, as attached to the agenda, in the newspaper. We received one call from the neighboring property owner, the K.C. Hall, who had no issues.

Commission Action:

Commission Member Michelle Townsend made a motion to open the public hearing, which was seconded by Commission Member Andrew Heston. The Motion carried unanimously with a 5-0 vote; the public hearing was opened.

Public Input: None

Commission Member Michelle Townsend made a motion to close the public hearing, seconded by Commission Member Deborah Spoor; the Motion carried unanimously 5-0, and the public hearing was closed.

Commission Action:

Motion was made by Commission Member Michelle Townsend to recommend approval of an ordinance zoning 26.084 acres for the Texas New Mexico Power Center Point White Oak substation to C-G, Commercial General District with an SUP overlay for the substation for property located adjacent and north of 3343 East of Mulberry St. Highway 35, Angleton, TX.; The motion was seconded by Commission Member Regina Bieri.

Roll Call Vote: Commission Members: Deborah Spoor- Aye; Michelle Townsend-Aye; Regina Bieri-Aye; Andrew Heston-Aye; and **Chair** William Garwood-Aye. 5-0, the Item was approved unanimously.

REGULAR AGENDA

3. Discussion and Possible Action on an application for the Tree Mitigation Site Plan for the Windrose Green community, located at the intersection of FM 523 and Windrose Green Blvd, directly east of Angleton High School.

D.S. Director Otis Spriggs: Introduced this item, noting that the Windrose Green Development community is currently under construction. The developer has submitted the heritage tree preservation plan for consideration. The Planning and Zoning Commission is asked to review and make recommendations to the City Council, on

compliance with the tree mitigation ordinance, which is Section 23-6. Staff has attached the application and summary letter submitted by the applicants, in which they outlined the tree caliper was calculated per the requirements of the Heritage Tree ordinance, in terms of the replacement ratio at "3 to 1".

The City Engineer and Staff have provided comments regarding the caliper of trees at the time of planting. There were some questions on the methodology in terms of the credits that are being requested. The trees were installed smaller, but as you know, some time has elapsed in terms of the tree growth. So, they're requesting a waiver of that requirement. I will now yield, so that the applicants can give comments and explanation of the request, as attached to the agenda.

Mr. Joe Grabinski with the Ember Group spoke before the Commission, representing the developer of Windrose Green, and he is the Director of Development.

Mr. Joe Grabinski continued: So my understanding of the ordinance is that there's a requirement of a "3 to 1" replacement ratio. So this is in fact a replacement. So, some of that replacement has already occurred. In looking at the numbers real quick, which are outlined here in the first 2 pages of the cover letter: A total of 24 trees were removed, which equated to the 198 caliper inches. So you take that and multiply it by three, that gets you to the 594 caliper inches.

Mr. Joe Grabinski added that if you look at phase one, phase two and then what's proposed in phase three, the reason it says proposed is because we have not planted what's in Phase 3 yet. Phase one and two already has been planted and you see the totals of all of those trees from phases 1, 2 and 3, which brings us to the 596 +/- caliper inches.

The trees were planted in different stages. So phase one landscaping happened around late 2022, early 2023 and in the phase two landscaping, we completed that project last summer, mid- 2024. We are currently working with our landscape contractor on phase three to proceed with the installation and related irrigation work.

Commission Member Michelle Townsend: Asked would it be fair to say that the trees in phase one, at the time they were measured had 18 to 24 months to grow?

Commission Member Andrew Heston: It looks like most of these are below 3 caliper inches for phase 1.

Mr. Joe Grabinski responded that they range in size from 2 to 4 inches in phase one and then Phase 2 is at the 3-inch mark.

Commission Member Andrew Heston: Why are you coming to us at this point, knowing that the replacement trees are supposed to either be Pecan or Live Oak, and you are still proposing a bunch of Bald Cypress, and Water Oak for types that haven't even been planted yet, and do not comply?

Mr. Joe Grabinski: That's a good question. So we went off of the ordinance, which in reading the ordinance, it states that you could do a replacement with either heritage trees, which are pecan trees or significant trees, and that's where the bald Cypress and Water Oak trees

species come in play. So we're not asking for a variance, we felt the ordinance seems to be pretty clear that significant trees are allowed as a replacement.

Commission Member Regina Bieri: Stated that the Water Oak has a faster rate of growth than a Live Oak.

Commission Member Michelle Townsend stated that she does not prefer the Water Oak. She is on board with the Bald Cypress, especially around the water features. Commission Member Michelle Townsend noted that she lives on property that has Water Oaks and they do not last as long as Live Oaks. And when they die, they tend to rot from the inside and can fall and cause significant damage. We have had one taken down so that it would not come through our living room.

Chair William Garwood: Asked why Ember's Team is here in the first place, and why did we miss this requirement in 2022.

Mr. Joe Grabinski: That's an excellent question that I'm not going to be able to give a very good answer to. My understanding is there were conversations with city staff at that time. They knew that we were moving forward with planting the troops. Specifically, as to why nobody was here doing this, what we're doing right now- I don't know. I was not with the Ember Team at that time.

Commission Member Townsend noted that her concern would be with how the measurements were taken, which she noted is mirrored in the staff report and comments. Maybe not necessarily how the measurements were taken, but the time at which they were taken.

DS Director Otis Spriggs: At the time that the trees were planted they did not comply with the planting requirements. So basically, they're requesting a credit of the requirements, as outlined in the report. Because at the time of planting, it should have been calculated. In terms of the amount in-between or in deficit, this is what we are considering in terms of the ordinance itself. Staff could not grant any waivers.

Commission Member Michelle Townsend: It seems to me that if we're going to comply with the spirit of the law, we need to give a nod to the fact that those measurements should have been taken at the time the trees were planted. And so now I think the City needs some sort of compensation for the fact that they weren't either because additional trees are going to be planted or fee-in-lieu-of, which I would love to know Otis Spriggs, if you know if Parks and Rec. has a preference?

DS Director Otis Spriggs responded, Yes, we would need to do a recalculation. Perhaps that is what the recommendation needs to be prior to City Council's consideration. Staff and Engineering would meet again with the Applicants.

Further discussion was had regarding the dates and time of planting and methodology in deriving a calculation of the replacement count.

Commission Action

Commission Andrew Heston made a motion (as amended by Commission Member Townsend) to recommend approval of the Windrose Green Tree Mitigation Plan, with the condition that we require the applicant to recalculate mitigation credits based on tree caliper measurements taken at the time of planting, with input from the Parks and Recreation Department and City Engineer, so that any deficit can be addressed through additional plantings or fee-in-lieu-of.

Commission Member Michelle Townsend seconded the motion. (5-0 Vote). The Item was approved.

4. Discussion and Possible Action on an application for Tree Mitigation Plan for the Freedom Park - Detention and Drainage Project, located south of FM 523 and north of Freedom Park.

Mr. Spriggs introduced this item regarding the Freedom Park Detention Tree Mitigation Plan.

Chair William Garwood: The question is why are we going from a “3 to 1” in the ordinance to a “1 to 1”?

Mr. Joe Grabinski spoke regarding the Freedom Park Detention Heritage Tree Preservation Plan:

Mr. Grabinski explained, that there are a couple of differences here: What we're talking about is not replacement of trees, but about preservation of trees in Freedom Park, which is a city-owned property. So that is the question, regarding this being “3 to 1” or “1 to 1” ratio. Why would we speak differently, is because it is on city-owned property. It is our understanding whether this would be treated as a public works’ project. I understand that was based on a lot of conversations between us, the developer, along with multiple former city staff.

Further discussion regarding the relationship of Freedom Park Detention and the Windrose Green Development was had.

Mr. Joe Grabinski explained background information of the conversations and past emails going back as far as 2021 with the former city manager Chris Whitaker and Walter Reeves regarding the talks of the “1 to 1”, specifically referencing Section 23-93.C3.

Mr. Spriggs requested that the former emails (Walter Reeves to Chris Whitaker) be copied to him.

Mr. Joe Grabinski: We are requesting preservation credit for the trees that we were able to keep on the berm. And that's the caliper that's listed in the letter was twice a little over 1000. So it's about it, a “2 to 1” ratio is actually preservation, not replacement.

Commission Member Townsend: What does Parks and Recs say about this? Mr. Spriggs responded that we do not find a formal one-to-one agreement; therefore current Staff cannot provide any requested waivers.

Mr. Joe Grabinski added that they removed 532 caliper inches, there was 1,041 caliper inches preserved (close to a “2-1”).

Commission Action:

Commission Member Townsend made a motion to recommend the City Council approve the Freedom Park Tree Mitigation Plan, with no mitigation needing to be performed, and we find that the “1 to 1” is reasonable for this very specific type of project and work.

Commission Deborah Spoor seconded the motion. Chair William Garwood-Aye; Commission Members: Deborah Spoor- Aye; Michelle Townsend- Aye; Regina Bieri-Aye; Commission Member Andrew Heston – Nay. Motion carried with a 4-1 Vote.

5. Discussion and Report Update on the Comprehensive Plan Update and Study

Mr. Otis Spriggs gave an update on the progress of the Comprehensive Plan Update currently led by the CPAC committee. He reminded the Planning and Zoning Commission and Public of the Questionnaire and Survey tool available (QR code was displayed) and the City Website, which are options for Community engagement and participation.



***Take the
Survey!***

ADJOURNMENT: ADJOURNMENT Chair Garwood adjourned the meeting at 12:42 P.M.

William Garwood
Chair



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 9, 2025

PREPARED BY: Gaudalupe Valdez

AGENDA CONTENT: 288B Downtown Improvements Update

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

Discussion and possible action on TxDOT's 288B Downtown Improvements and the City's 288B Utility Improvement Project.

The City, HDR, and TxDOT have met several times to discuss the proposed improvements along 288B from Orange Street to Cedar Street. TxDOT has requested that the City select the type of lighting fixtures and traffic poles as well as their color to be included in this project. TxDOT has provided examples for the City to evaluate and select the fixtures it would like installed as part of this project (See attachment).

Additionally, HDR request direction from Council on taking the 288B utility Improvements Project (rehabilitation of the existing water and sanitary sewer). TxDOT is moving quickly to finalize its plans for and the City's Utility Improvement Project must be complete prior to TxDOT's project commencing.

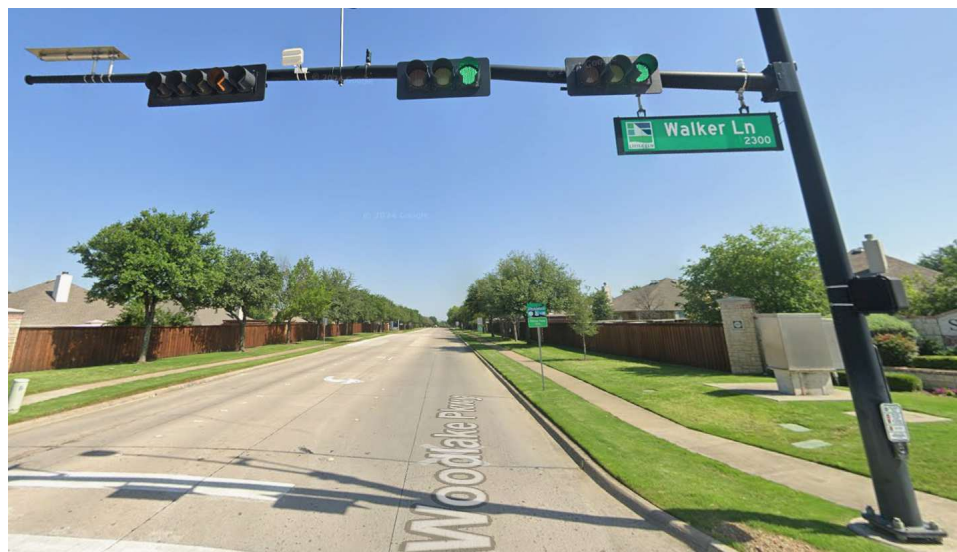
RECOMMENDATION:

Council to select lighting fixtures and traffic pole and their color for the 288B Downtown Improvements. Also, Council to provide direction on bidding the 288B Utility Improvement Project.

Fluted Green Pole



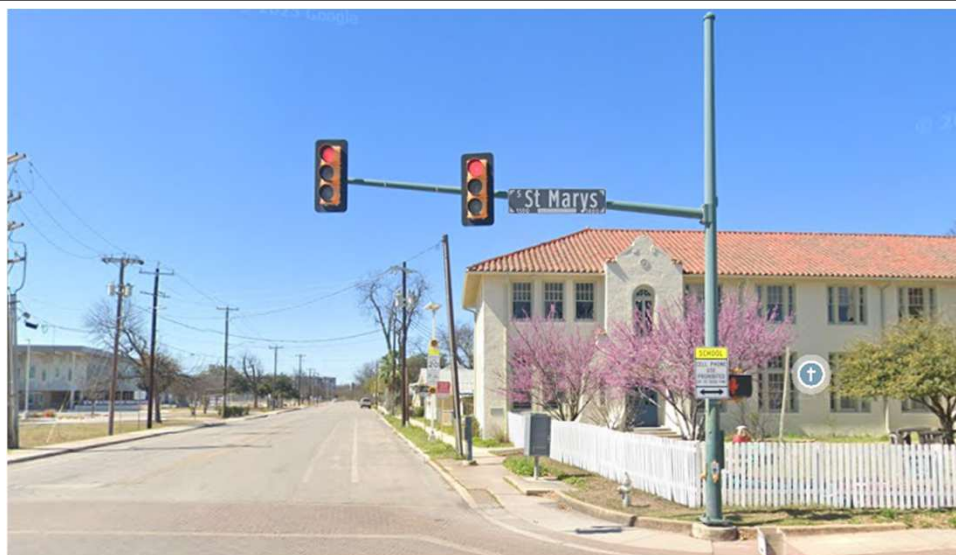
Black Smooth Pole



Bronze Pole



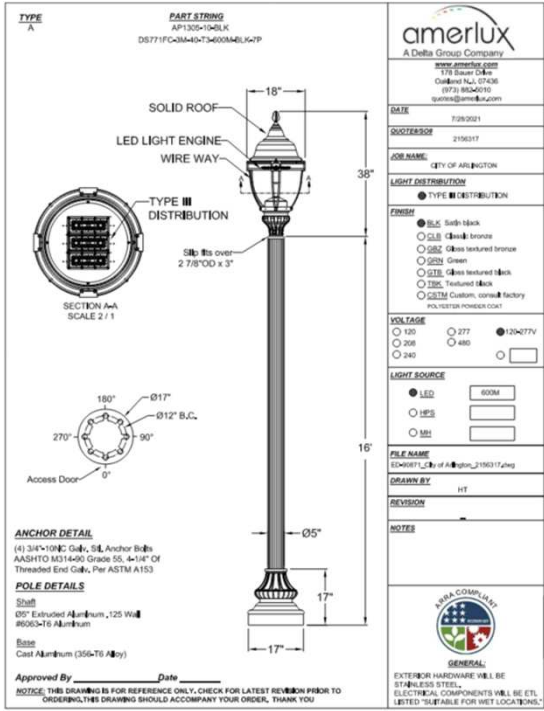
Green Smooth Pole



Existing



Proposed Options



Hardscape Options



Integrally Colored Concrete



Textured Concrete



Pavers





AGENDA ITEM SUMMARY FORM

MEETING DATE: December 9, 2025

PREPARED BY: Gaudalupe Valdez

AGENDA CONTENT: LS 8 Sanitary Sewer Collection System Rehabilitation Project

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED: \$19,600**

FUND:

EXECUTIVE SUMMARY:

Discussion and possible action for Amendment #2 for additional rehabilitation of sanitary sewer lines to be included in the above referenced project.

The City received lower than expected bids for this project and has directed HDR to negotiate a change order with the contractor to add 25% more sanitary sewer lines. The Contractor has agreed to honor the unit bid prices in the contract for the additional work. The attached Amendment #2 is for the additional design and construction management work for the additional 25% increase of the project.

RECOMMENDATION:

Council to approve, award, and sign Amendment #2 to HDR for the amount of \$19,600.



December 2, 2025

Mr. Guadalupe Valdez
Acting City Manager
City of Angleton
121 South Velasco Street
Angleton, Texas 77515

**Re: Amendment #2 to Fee Proposal for Engineering Services
Lift Station #8 Sanitary Sewer Collection System Rehabilitation Project
City of Angleton, Texas
HDR Job No. 10404372**

Dear Mr. Valdez,

HDR Engineering, Inc. (HDR) is pleased to provide you with this contract amendment for Professional Engineering Services for the Lift Station #8 Sanitary Sewer Collection System Rehabilitation Project (Project). For your convenience, this proposal consists of a General Overview, Scope of Services, Fees, Schedule, and Terms and Conditions Sections.

GENERAL OVERVIEW:

On July 30, 2025, bids were opened for the Lift Station #8 Sanitary Sewer Collection System Rehabilitation Project. The lowest qualified bidder, King Solution Services, submitted highly favorable pricing, resulting in a total construction cost below the engineer's original estimate. As a result, a portion of the available Texas General Land Office (GLO) grant funds remains unallocated.

To help the City utilize some of these remaining GLO funds and further improve the Lift Station #8 Sanitary Sewer Collection System, HDR has been working closely with City Staff, GLO representatives, and Langford Community Management Services (Langford) to identify opportunities for additional rehabilitation work. HDR has proposed extending the scope to include the rehabilitation of approximately 3,400 additional linear feet of sanitary sewer main and 10 additional sanitary manholes located within either backyard easements or City right-of-way (please refer to the attached exhibit).

The GLO has advised the City to formally request approval for this additional work. King Solution Services has agreed to honor their original unit prices for the expanded scope.

SCOPE OF SERVICES:

The following is the scope of services for this amendment:

1. Perform field investigation, document existing conditions, and identify surface features that may impede the proposed rehabilitation efforts of the additional sanitary sewer lines.
2. Incorporate field information on the additional sanitary sewer lines into the proposed design.

hdrinc.com

4828 Loop Central Drive, Suite 700, Houston, TX 77081-2220
T (713) 622-9264 F (713) 622-9265
Texas Registered Engineering Firm F-754

3. Analyze pre and post-television inspection tapes to determine where wastewater service taps, sags, conditions, or breaks may exist in the proposed additional sanitary sewer lines to be rehabilitated and to ensure services have been appropriately reestablished.
4. Construction administration for the proposed additional scope of work (an additional six (6) weeks of construction are expected due to the additional scope of work).

FEES:

The total fee for this contract amendment is a lump sum increase of **\$19,600.00**. The total contract, including this amendment, is now as follows:

BASIC SERVICES

Design Phase (Lump Sum)	\$122,940.00
Bid Phase (Lump Sum)	\$ 9,600.00
Construction Management (Lump Sum)	\$ 82,600.00
Total Fees	\$215,140.00

<u>Amendment #1</u>	<u>\$ 8,045.00</u>
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<u>Amendment #2</u>	<u>\$ 19,600.00</u>
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Total Project Fee (Basic, Amendment #1, & Amendment #2)	\$242,785.00
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SCHEDULE:

It is estimated that it will take an additional four (4) weeks to complete the additional tasks in design and an additional six (6) weeks to complete the construction administration task.

TERMS AND CONDITIONS:

The same terms and conditions as agreed to under the approved original proposal will apply to this Contract Amendment.

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

Approved:

Authorized signature on behalf of the City of Angleton:

Printed Name: _____

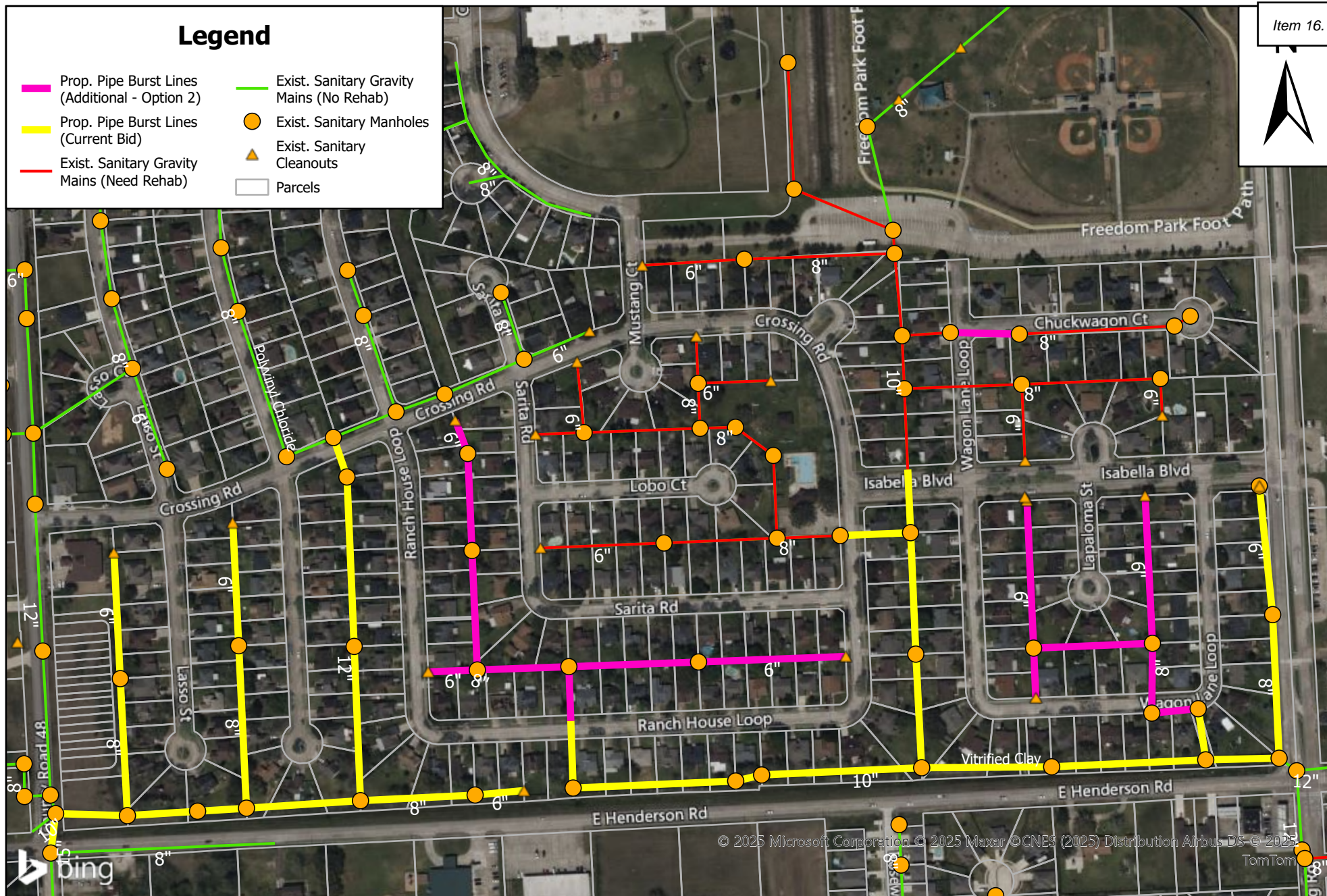
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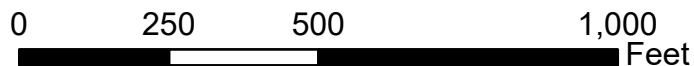


Legend

- Prop. Pipe Burst Lines (Additional - Option 2)
- Prop. Pipe Burst Lines (Current Bid)
- Exist. Sanitary Gravity Mains (Need Rehab)
- Exist. Sanitary Gravity Mains (No Rehab)
- Exist. Sanitary Manholes
- ▲ Exist. Sanitary Cleanouts
- Parcels



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AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/9/2025

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

AGENDA CONTENT: Update and discussion on Abigail Arias Park Project.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$2,750,000.00 **FUNDS REQUESTED:** \$0

FUND: 040-506-625.10

EXECUTIVE SUMMARY:

Staff continue to advance the Abigail Arias Park Project on schedule as the team completes the final stages of the Construction Document (CD) phase. The 90% CDs have been fully reviewed, and the project remains on track for 100% Construction Documents / Permit Set to be delivered on December 10, 2025, followed by City permit review on December 15. An updated project schedule and Phase 1 site plan and renderings are included in the agenda packet for Council's reference.

As part of project development, staff met with a designer to review initial concept plans for a memorial and donor recognition wall at the pavilion entrance. Renderings are currently being refined, and staff plan to meet with the Arias Family in early December to review final concepts and gather input prior to completing the design so staff can start soliciting a vendor to support the project fabrication and installation.

Vendor solicitation also continues for key project components, including the playground, splash pad, site furnishings, tree donations, signage, and the dumpster/electrical enclosure.

Driveway Extension Inquiry – Anderson Street Connection

Following a request at the October 28 Council meeting to evaluate extending the driveway through the newly acquired property to Anderson Street, staff consulted Burditt for an initial review. Burditt provided a rough estimate of approximately \$145,000 for the driveway connection and two light poles, inclusive of survey, geotechnical work, and civil design. Because this property was not part of the original project scope, no survey or geotechnical data exists, and completing this work would add 4–10 weeks to the schedule and require a contract amendment.

Given the project is trending over budget, the added scope would further increase costs, and the additional survey and design work would delay the current project timeline, staff recommend

that Council consider this connection as a potential Phase 2 improvement, rather than incorporating it into the current project.

Upcoming Schedule Milestones

- 100% CDs / Permit Set: December 10, 2025
- City Permit Review / Comments: December 15, 2025
- Advertise for Bids: Mid-December 2025
- Receive Bids / Recommendation: Early January 2026
- Contract Approval: Late January – Early February

RECOMMENDATION:

N/A

PROJECT SCHEDULE - TASKS

Key Activities	Responsible		Due week of*
	Party	Duration (wks)	
Contract Award	City	-	11/18/2024
Phase I-Schematic Design Kickoff	Burditt/City	-	12/16/2024
Initiate Topo Survey	City	-	12/16/2024
Pre-Development Meeting w/ DAWG	Burditt/City	-	1/8/2025
Parks Board Visioning Workshop	Burditt	-	1/13/2025
Deliver Preliminary Schematic Design	Burditt	3 wks	2/3/2025
City Comments to Burditt	City	1 wks	2/10/2025
Receive Topo Survey	City	8 wks	2/10/2025
Public Stakeholder Meeting	Burditt/City		2/11/2025
Parks Board Presentation	Burditt/City		3/4/2025
Council Meeting Presentation	Burditt/City		3/18/2025
Project Overview	Burditt/City		3/20/2025
Parks Board - Final Design/OPC Presentation	Burditt	4 wks	4/14/2025
Council - Final Design/OPC Presentation	Burditt	5 wks	5/13/2025
SD Phase Complete	Burditt	22 wks	5/13/2025
Parks Board - Marketing/Renders Presentation	Burditt	5 wks	6/9/2025
Council - Marketing/Renders Presentation	Burditt	1 wks	6/12/2025
Marketing Phase Complete	Burditt	5 wks	6/12/2025
Phase II - Design Development Kickoff	Burditt/City	-	4/14/2025
Receive Geotech Survey	City	8 wks	6/9/2025
Deliver 50% DD Documents for Review	Burditt	9 wks	6/10/2025
City Comments (50% DD) to Burditt	City	1 wks	6/17/2025
Deliver 90% DD Documents for Review	Burditt	5 wks	7/22/2025
City Comments (90% DD) to Burditt	City	1 wks	7/29/2025
Deliver 100% DD Documents for Review	Burditt	3 wks	8/19/2025
City Comments (100% DD) to Burditt	City	1 wks	8/26/2025
DD Phase Complete	Burditt	20 wks	8/26/2025
Phase III - Construction Document Kickoff	Burditt/City	-	8/26/2025
Deliver 60% CD Documents for Review	Burditt	7 wks	10/14/2025
City Comments (60% CD) to Burditt	City	1 wks	10/21/2025
Deliver 90% CD Documents for Review	Burditt	3 wks	11/11/2025
City Comments (90% CD) to Burditt	City	1 wks	11/14/2025
Deliver (100% CD) Issue for Permit Review	Burditt	4 wks	12/10/2025
City Comments (100% CD) to Burditt & Issue for Permit	City	1 wks	12/15/2025
CD Phase Complete	Burditt	16 wks	12/15/2025
Phase IV - Bidding Support Kickoff	City/Burditt		
Advertise Bid Package	City	0 wks	12/16/2025
Conduct Pre-Bid Mtg	City/Burditt	1 wks	12/22/2025
Second Bid Advertisement	City	1 wks	12/23/2025
Receive Bids	City	2 wks	12/30/2025
Evaluate Bids & Make Recommendations to City	Burditt	1 wks	1/6/2026
Council Approval to Proceed	City	1 wks	1/13/2026
Approve Construction Contract	City	1 wks	1/20/2026
Construction Contract NTP	City	1 wks	1/27/2026
Bidding Support Phase Complete	City/Burditt	6 wks	1/27/2026
Phase V - Construction Observation	City/Burditt	1 wks	1/27/2026
Celebration (June 14th)	City	19 wks	6/8/2026
Construction Observation (+/- 30 wks)	Burditt	24 wks	7/13/2026
Substantial Completion (30 days)	City/Burditt	28 wks	8/10/2026
Final Completion	City/Burditt	4 wks	9/7/2026
Construction Observation Phase Complete	City/Burditt	32 wks	9/7/2026

* Preferred day of the week for submittals to be coordinated with client.

ABIGAIL ARIAS PARK PHASE 1
SITE PLAN RENDERING



LEGEND:

- 01 - Park Entrance/Exit
- 02 - Parking (33 Spaces, 2 ADA Spaces)
- 03 - Restrooms and Pavilion
- 04 - Splash-pad
- 05 - Berm with Slides
- 06 - (2 - 12 Years) Playground
- 07 - Berm
- 08 - Open Lawn
- 09 - 10' Trail (.32 Mile)
- 10 - Existing Forest Buffer
- 11 - Park Monument Sign
- 12 - Native Plantings



PLAYGROUND



SPLASH-PAD



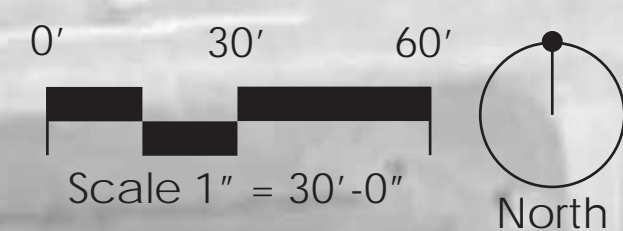
SPLASH-PAD

S. ANDERSON ST.

LAS BRISAS
APARTMENT HOMES

CEMETERY RD.

CEMETERY RD.



DATE: 04/11/2025



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www.burditt.com
@burdittlandplace

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AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/9/2025

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

AGENDA CONTENT: Update and discussion on Freedom Park Field expansion.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$900,000.00 **FUNDS REQUESTED:** \$0

FUND: 040-506-625.20

EXECUTIVE SUMMARY:

The Freedom Park Field Expansion Project remains on schedule with 90% Construction Documents (CDs) completed. Staff and Burditt Land | Place are incorporating recent Council-directed revisions into the final design, including the removal of the warning track and larger dugouts, and reduction in spectator seating to support player experience and help reduce project costs.

AISSD has notified the City that they are unable to partner at this time, allowing the project team to finalize construction documents based on current City needs. Staff are also coordinating with local vendors to explore completing certain sidewalk and concrete scope items through a City-managed contract to determine if it could significantly reduce the projected expenses.

Upcoming Schedule Milestones

- 100% CDs / Permit Set: December 19, 2025
- City Permit Review / Comments: December 26, 2025
- Advertise for Bids: January 2026
- Receive Bids / Recommendation: January 2026
- Contract Approval: February

An updated project schedule is included in the packet for Council's reference.

RECOMMENDATION:

N/A

PROJECT SCHEDULE - TASKS

<u>Key Activities</u>	<u>Responsible Party</u>	<u>Duration (wks)</u>	<u>Due Week of*</u>
Contract Award	City	-	11/18/2024
Phase I-Schematic Design Kickoff	Burditt/City	-	12/16/2024
Initiate Topo & Geotech Survey	City	-	12/16/2024
Pre-Development Meeting w/ DAWG	Burditt/City	-	1/8/2025
Deliver Schematic Design & OPC for Review	Burditt	7 wks	2/3/2025
Receive Topo & Geotech Survey	Burditt	8 wks	2/10/2025
City Comments Transmitted to Burditt	City	1 wks	2/10/2025
SD Phase Complete	Burditt	8 wks	2/10/2025
Phase II - Design Development Kickoff	Burditt/City	-	3/20/2025
Parks Board Updates	Burditt	4 wks	4/14/2025
Council Updates	City	2 wks	4/22/2025
Deliver 100% DD Documents for Review	Burditt	2 wks	5/6/2025
City Comments (100% DD) to Burditt	City	1 wks	5/13/2025
DD Phase Complete	Burditt	8 wks	5/13/2025
Phase III - Construction Document Kickoff	Burditt/City	-	5/13/2025
60% CD Documents for Review	Burditt	4 wks	6/10/2025
City Comments (60% CD) to Burditt	City	1 wks	6/17/2025
Deliver 90% CD Documents for Review	Burditt	12 wks	9/8/2025
City Comments (90% CD) to Burditt	City	10 wks	11/14/2025
Deliver (100% CD) Issue for Permit Review	Burditt	5 wks	12/19/2025
City Comments (100% CD) to Burditt & Issue for Permit	City	1 wks	12/26/2025
CD Phase Complete	Burditt	34 wks	12/31/2025
Phase IV - Bidding Support Kickoff	City/Burditt		
Advertise Bid Package	City	0 wks	1/6/2026
Conduct Pre-Bid Mtg	City/Burditt	1 wks	1/12/2026
Second Bid Advertisement	City	1 wks	1/13/2026
Receive Bids	City/Burditt	2 wks	1/16/2026
Evaluate Bids & Make Recommendations to City	City/Burditt	1 wks	1/20/2026
Council Approval to Proceed	City	1 wks	1/27/2026
Approve Construction Contract	City	1 wks	2/3/2026
Construction Contract NTP	City	1 wks	2/10/2026
Bidding Support Phase Complete	City/Burditt	5 wks	2/10/2026

* Preferred day of the week for submittals to be coordinated with client.



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 09, 2025

PREPARED BY: Susie J Hernandez, Finance Director

AGENDA CONTENT: Discussion and Possible Action on the On Going Present Projects

AGENDA ITEM SECTION: Regular Meeting

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

FUND: N/A

EXECUTIVE SUMMARY:

Full presentation on detail of projects will be given at a later date due to the timing of Information available.

RECOMMENDATION:

Discussion and Possible Action on the recommendations and direction of council.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/9/2025

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action on approving Resolution No. 20251209-020 casting votes for the Board of Directors of the Brazoria County Appraisal District.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

At the September 23, 2025, Council meeting, Council approved Resolution No. 20250923-005 to nominate Susan Spoor to the BCAD Board of Directors as a representative of Angleton.

The ballot has been received by BCAD and they are requesting that the City of Angleton cast their votes by December 15, 2025. Angleton receives a total of 17 votes that can be used all on one candidate or split between any number of candidates on the ballot.

RECOMMENDATION:

Approve Resolution No. 20251209-020 casting votes for the Brazoria County Appraisal District Board of Directors Ballot.

RESOLUTION NO. 20251209-020

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY
OF ANGLETON, TEXAS CASTING VOTES FOR THE
BOARD OF DIRECTORS OF THE BRAZORIA COUNTY
APPRAISAL DISTRICT.**

WHEREAS, the official ballot containing the names of the duly nominated candidates for the Board of Directors of the Brazoria County Appraisal District has been received from the Chief Appraiser of the Brazoria County Appraisal District; and

WHEREAS, the City of Angleton wishes to cast its votes thereon;

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

SECTION 1. The City of Angleton does hereby determine and cast its votes for the candidates for the Board of Directors of the Brazoria County Appraisal District as follows:

Name: .

Cast Votes:

SECTION 2. The official ballot be marked in accordance with this resolution and returned to the Chief Appraiser of the Brazoria County Appraisal District with a copy of the resolution attached hereto prior to December 15, 2025.

PASSED AND APPROVED THIS THE 9TH DAY OF DECEMBER 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary

BRAZORIA COUNTY APPRAISAL DISTRICT

Item 20.

MEMBERS OF THE BOARD

Kristin Bulanek
Elizabeth Day
Tommy King
John Luquette
Patrick O'Day
Gail Robinson
George Sandars
Susan Spoor
Robert York-Westbrook

CHIEF APPRAISER

Marcel Pierel III
500 N. Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984



October 23, 2025

Honorable John Wright
Mayor of Angleton
121 S. Velasco
Angleton, TX 77515

Dear Honorable John Wright,

Thirty-four voting taxing units were entitled to submit by written resolution, nominations to appoint two members to the board of directors of the Brazoria County Appraisal District for a four-year term beginning January 1, 2026. **Attached is the official ballot with the nominations we received.**

CITY OF ANGLETON IS ENTITLED TO CAST 17 VOTE(S).

Each voting unit must vote by **Written Resolution** and submit it to the chief appraiser before **December 15, 2025**. The governing body of the taxing unit may cast all its votes for one candidate or distribute the votes among the candidates. Your total number of votes should not be greater than your allotted number.

Votes must be cast for a person, or persons nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes cast for someone not listed on the official ballot.

Please complete the ballot and submit it to Marcel Pierel III, Chief Appraiser, by mail to 500 North Chenango, Angleton, Texas 77515, email mpierel@brazoriacad.org or fax to 979-849-7984 with a Written Resolution before December 15, 2025. If you have any questions about the format of your resolution or any other matter, give me a call immediately.

It is important that your **Ballot and Resolution** be submitted to the chief appraiser before **December 15, 2025**, so that we may count the votes, declare the winners, and notify all taxing units and candidates of the results.

Sincerely,

A handwritten signature in black ink, appearing to be "Marcel Pierel III".

Marcel Pierel III
Chief Appraiser

MP/td
Enclosure

**BRAZORIA COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS ELECTION 2025**

OFFICIAL BALLOT

<u>NOMINATIONS/CANDIDATES</u>		<u>VOTE(S) CAST</u>
1.	<u>Nina Harrison</u>	1. <u> </u>
2.	<u>Eric Hayes</u>	2. <u> </u>
3.	<u>Wayman Hutchings</u>	3. <u> </u>
4.	<u>Chelsey Lay</u>	4. <u> </u>
5.	<u>Marinell Music</u>	5. <u> </u>
6.	<u>Gail Robinson</u>	6. <u> </u>
7.	<u>Susan Spoor</u>	7. <u> </u>
8.	<u>Michelle Wetzel</u>	8. <u> </u>

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY: _____

VOTES ENTITLED TO:

VOTES CAST:

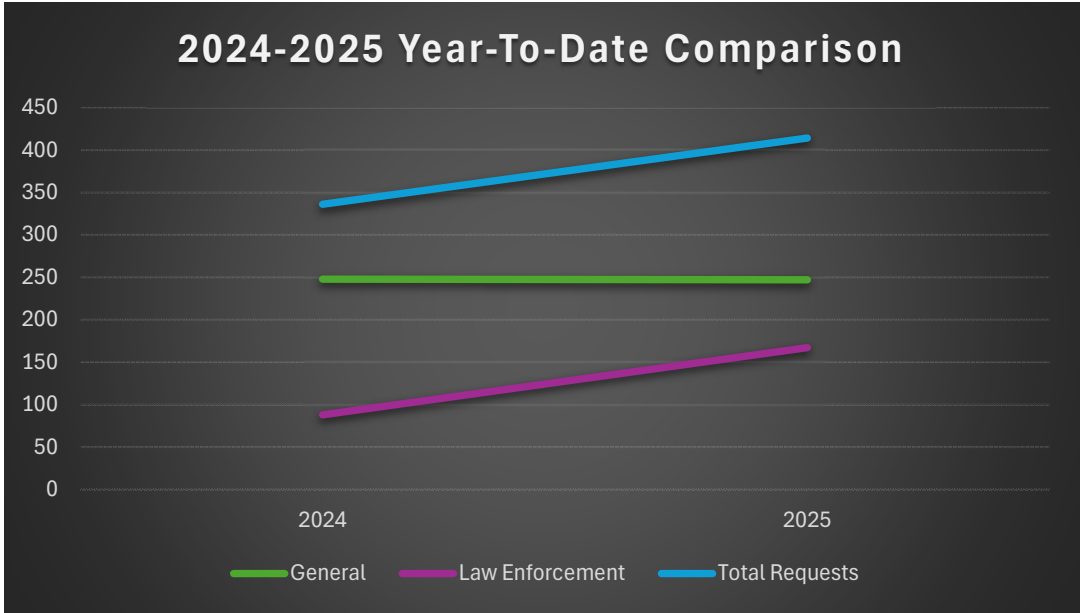
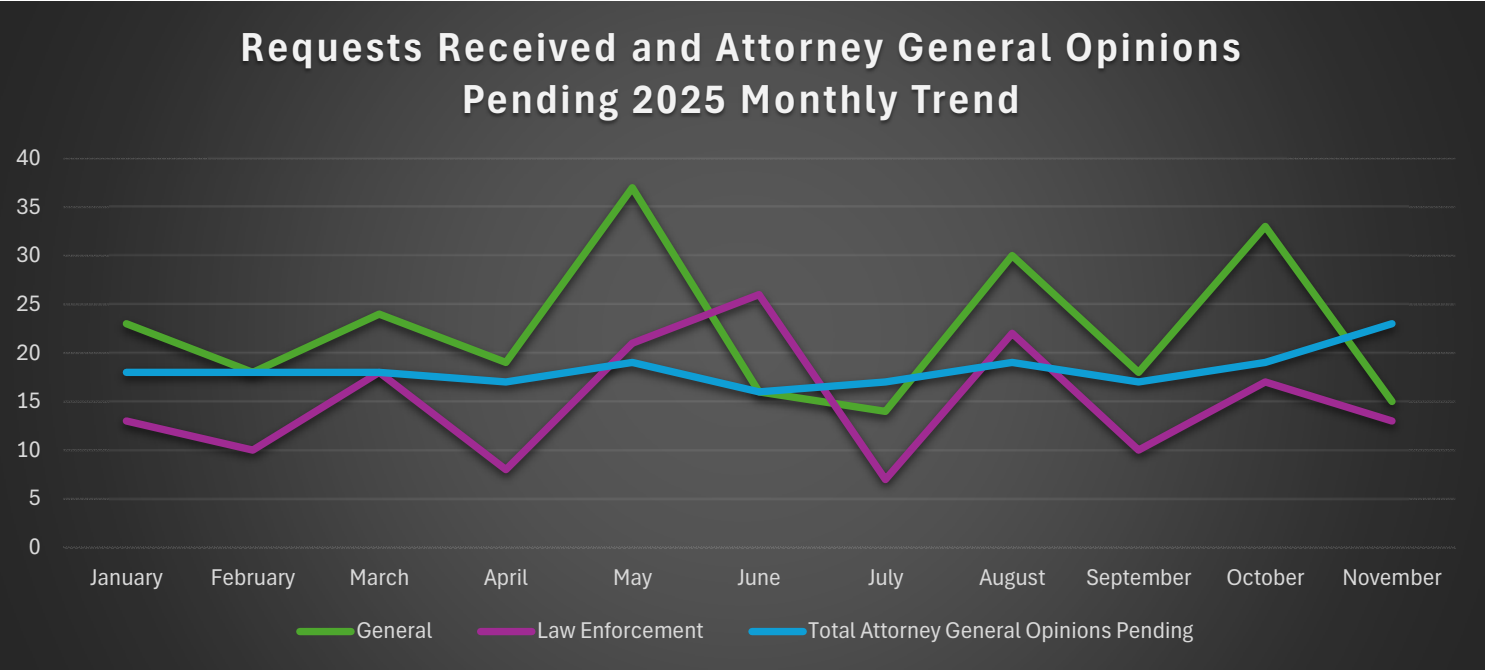


STAFF REPORT

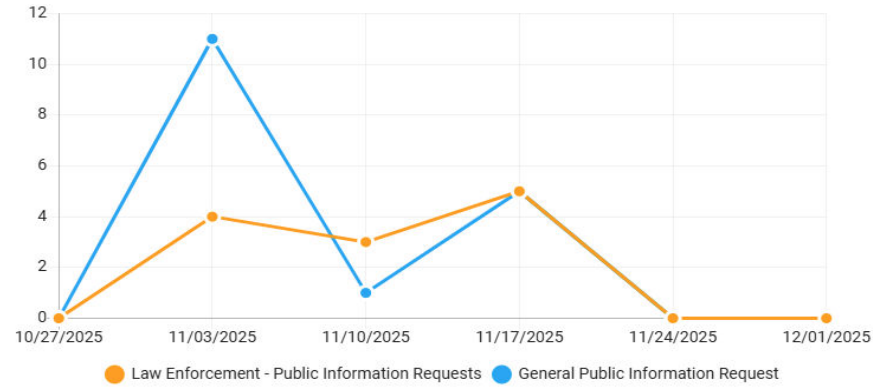
CITY SECRETARY'S OFFICE

**CITY OF ANGLETON, TEXAS
OFFICE OF THE CITY SECRETARY
NOVEMBER 2025 REPORT**

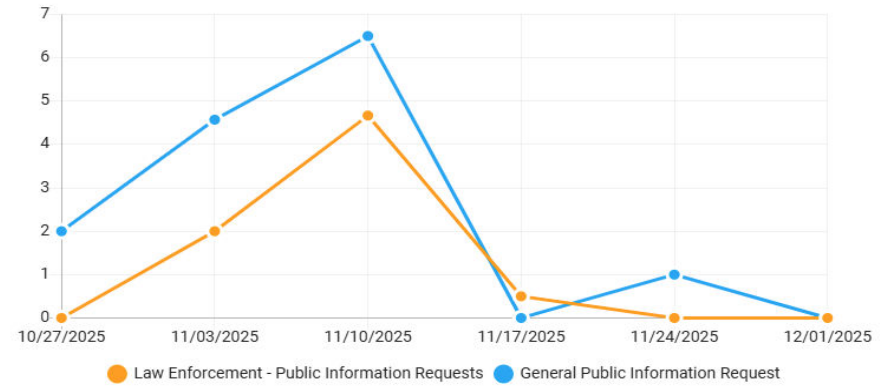
ACTIVITY	DESCRIPTION	MONTHLY TOTAL	YEAR-TO-DATE TOTAL
City Council Agendas	City Council meetings, workshop agendas, & Notice of Quorum prepared & posted in accordance with Local Government Code.	1	24
Executive Sessions	Executive Sessions posted	0	20
Council Minutes	Minutes approved	0	13
Ordinances	Ordinances written, processed, &/or published	1	27
Resolutions	Resolutions written & processed	1	19
Contracts & Agreements	Contracts & Agreements approved & executed	2	40
Deeds / Easements	Plats / Deeds / Easements, executed & recorded	0	0
Laserfiche Imaging	Scanned pages City-wide documents	3,330	12,516
OTHER: There were 49 boxes of city records from various departments destroyed during the KAB Annual Fall Sweep on 11/8/25.			



Processed Requests
November 2025



Average Completion Time
November 2025



12

Law Enforcement - Public Information Requests

17

General Public Information Request

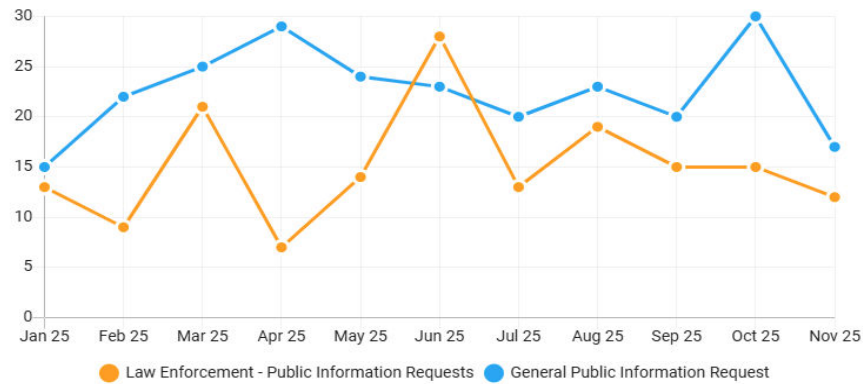
2.83

Law Enforcement - Public Information Requests

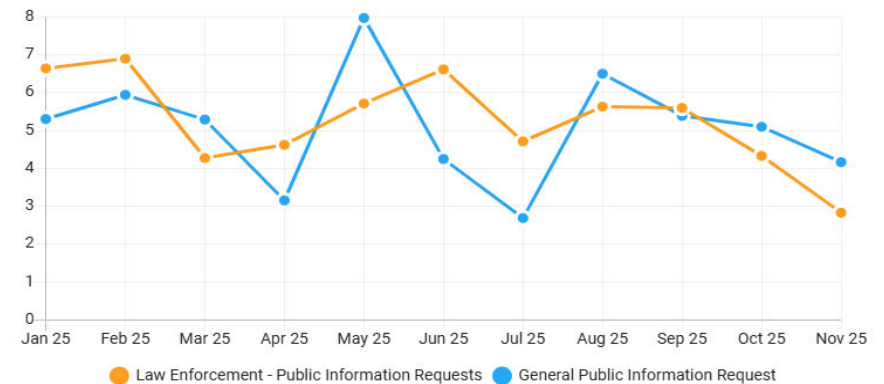
4.17

General Public Information Request

Processed Requests
Year-to-Date



Average Completion Time
Year-to-Date



166

Law Enforcement - Public Information Requests

248

General Public Information Request

5.49

Law Enforcement - Public Information Requests

5.45

General Public Information Request

COMMUNICATIONS & MARKETING



PROJECTS

1. King Municipal Operations Center (KMOC)

KMOC PROJECT UPDATE 12/2/2025

UPDATES (REFER TO LOOKAHEAD):

1. Building slab complete
2. Building steel structure complete
3. Building roof complete
4. PEMB wall panels and insulation in progress
5. Framed wall layout begins 12/8/2025
6. MEP above ceiling rough-in begins 12/8/2025
7. Site electrical/light standards upcoming
8. Site concrete paving/building apron upcoming
9. Fire and domestic water lines complete
10. Site grading in progress
11. Hauling off excess spoils
12. Field measuring storefront on 12/10/2025

ISSUES:

1. TxDOT storm line needs to be cleaned prior to final conflict box sawcut/storm tie-in

Memorial/Graphics

I met with graphic team that did Heartland and Heritage School. Proposal has been submitted and is under budget. We will begin work on the design for memorialization in the new year.

Communication During Construction

Project updates will be provided through the following channels:

- Biweekly team meetings
- Monthly project report
- City Council updates







DEPARTMENTAL SUPPORT/COLLABORATION

- Working with Jason O'Mara on Sponsorship video, giving structure, and memorial for Abigail Arias Park.
- Worked with Michelle Perez on a successful **Customer Service Training** for All Employees December 3rd
- Planned and implemented retirement reception for Brenda Majors



SPECIAL EVENTS

Angleton Market Days

November 15/16 2025

Great weather and crowds!

While numbers have been trending up weeks after our events, the early returns are at 15.5K in attendance over the 13 hour Market. Survey data from vendors will continue to come in. Here is some of the feedback to date:

Angleton Market Days – Vendor Survey Summary

(November 2025 Market)

Overall Satisfaction

Vendors reported **very high satisfaction** with the event:

- **82% rated pre-event organization as Excellent**
- **62% felt marketing was Extremely Effective**
- **83% rated vendor setup as Excellent**

Vendors repeatedly praised communication, friendliness of staff, and visibility of event advertising.

Event Hours

- **93% felt hours were “about right.”**
- Common request: **extend Sunday hours** (some suggested a 10 AM start or matching Saturday hours).

Participation Next Year

- **97% indicated they plan to return** when the market moves back to the weekend before Thanksgiving.

Venue Feedback – Brazoria County Fairgrounds

- **Above Average: 42%**
- **Average: 55%**
- Primary improvement requests:
 - Cleaner restrooms and available soap.
 - Commercial Hall temperature (reported as hot).
 - Additional or portable restrooms for peak periods.

Sales Performance

- 33% exceeded expectations
- 40% met expectations
- 28% reported below expectations

While most vendors performed well—with several reporting “best show of the year”—some noted lower sales compared to previous fall markets with several reporting to us that markets have been down overall.

Overall Takeaway

The November Market Days event continues to enjoy **strong vendor loyalty**, exceptional satisfaction with organization and communication, and steady sales performance. Opportunities for improvement primarily center around County **amenities (restrooms, temperature control)**, **booth pricing considerations**, and **minor operational adjustments** which will be included in event SOP.

Heart of Christmas

Great Community response with record numbers of civic organizations, churches, and businesses participating. We look forward to a wonderful event and gift to the community!



In accordance with Texas Government Code §551.087, which permits discussion of economic development negotiations in Executive Session, the City may meet privately to deliberate on commercial or financial information received from a business prospect, or to discuss incentives being considered for economic development purposes. Due to the confidential nature of these negotiations, detailed reports on prospective projects will be provided in Executive Session or through confidential correspondence, as appropriate.

COMMUNICATIONS

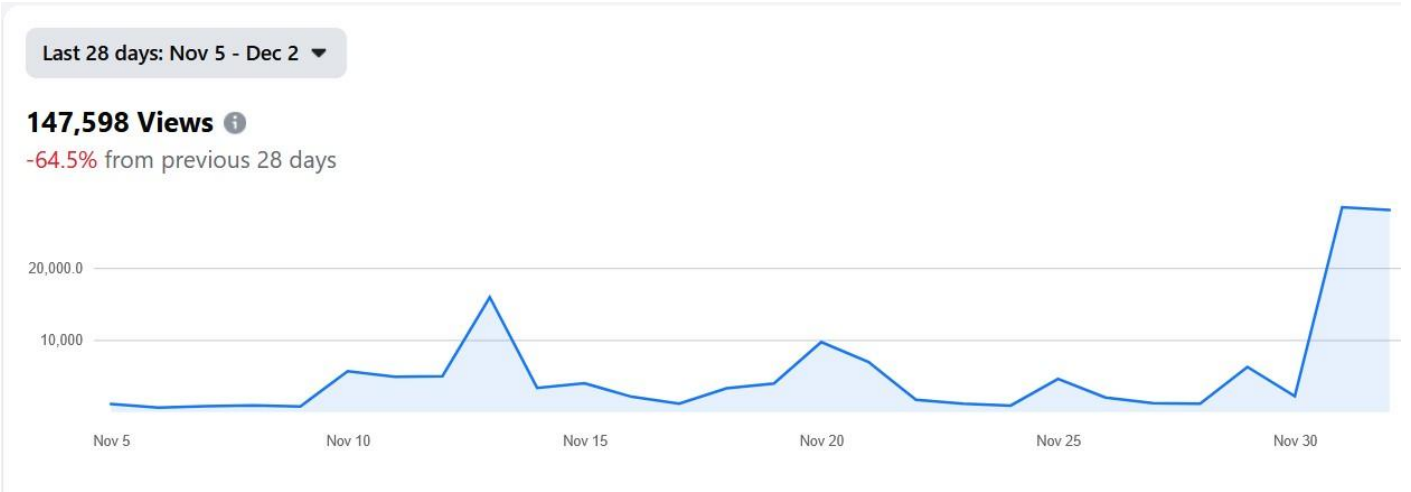
INSIDE ANGLETON

The latest edition of INSIDE Angleton is hot off the presses and hitting Angleton's mailboxes now. Check out the newest stories, community highlights, and City updates in this issue — and don't forget to flip through the digital version here: <https://heyzine.com/flip-book/c4492a73ca.html>

✨ On the cover: The newest addition to Downtown Angleton — The Vintage Dough located at 116 N. Velasco. Remember to shop and dine local so you're supporting local jobs, local families, and the heartbeat of our community.



Facebook Insights Last 28 Days



TOP CONTENT

Top content based on views See a

Thumbnail	Date & Time	Views
	Mon Dec 1, 7:56am	23,176 Views
	Wed Nov 12, 7:57pm	18,581 Views
	Thu Nov 20, 1:43pm	13,610 Views
	Tue Dec 2, 9:56am	13,336 Views
	Tue Dec 2, 6:10pm	10,607 Views
	Mon Dec 1, 10:03am	7,132 Views

AUDIENCE

Age & gender ⓘ
Lifetime

● Women ● Men ● Unknown

Age Group	Percentage
35-44	30.7%
45-54	23.6%
25-34	18.2%
55-64	14.3%
65+	10.7%
18-24	2.5%

Cities ⓘ
Lifetime

City	Percentage
Angleton, TX	57%
Lake Jackson, TX	13.6%
Houston, TX	4.9%
West Columbia, TX	4.7%
Richwood, TX	4.1%
Clute, TX	3.8%

Upcoming Projects

Coming in New Year

- Shop and Dine Local Campaign
- Did You Know Topics

Personal Note

As I look back on this past year, what stands out most is not the tight budgets or lean staffing—it's how much we were still able to accomplish together. Despite the challenges, we stayed focused, got creative, and stayed committed to delivering quality service for our residents. It has been a powerful reminder of what's possible when everyone pulls in the same direction.

Challenges will always come, but this year proved that we can meet them with resilience, collaboration, and a positive spirit. I'm truly proud of the work we accomplished and grateful to live and work in this community.

I wish everyone a wonderful holiday season.

Respectfully submitted,

Martha Eighme, PCED, CPC, CTE

Director of Communications and Marketing


DEVELOPMENT SERVICES

Development Services Report

December 3, 2025

PRIORITY PROJECTS

1. Comprehensive Master Plan Update:

PHASE 1 COMPREHENSIVE PLAN UPDATE	
MONTHS 1-3 MOBILIZATION	Status
Work session with the City Council, Planning and Zoning Commission, & others	<ul style="list-style-type: none"> City Council Work Session - May 27, 2025 at 6 p.m.
Formation of Advisory Committee (Comprehensive Plan Advisory Committee - CPAC)	<ul style="list-style-type: none"> Approved by the CC on May 27, 2025. Staff sent the list on June 6, 2025.
CPAC Advisory Committee meeting Update  SURVEY QR CODE	<ul style="list-style-type: none"> July 17, 2025 Kick-off Session. Held on Sunday, August 31, 2025, 11AM - 3:30 PM <p>Community Engagement Booth at the Angleton Artisan Market, Brazoria County Fairgrounds</p> <p>Very good feedback was received from the public.</p> <p>Please Take the new Survey:</p> <p>https://www.surveymonkey.com/r/AngletonComprehensivePlanUpdate</p>

CPAC Committee Meeting	<ul style="list-style-type: none"> • Wednesday, Oct. 15, 2025
CPAC Engagement Opportunity	<ul style="list-style-type: none"> • City Leadership: 11/1/2025
Angleton Market Days (Engagement Activity)	<ul style="list-style-type: none"> • Saturday, November 14, 2025
Heart of Christmas (Engagement Activity)	<ul style="list-style-type: none"> • Saturday, December 6, 2025, <p>There will be a COMP Plan informational booth at the event.</p>

MONTHLY REPORT TOPICS

Other development-related Issues:

Planning Commission/Council Upcoming Agenda Items:

PUBLIC HEARINGS AND ACTION ITEMS

6. Conduct a public hearing, discussion, and possible action on Ordinance No. 2025112-008, Zoning approximately 26.084 acres out of 41.876 acres to Commercial General (C-G)/SUP Overlay, TNMP and CenterPoint Substations, for property located adjacent and north of 3343 E Mulberry St/ HWY 35, Angleton, TX 77515, providing a severability clause; providing for a penalty; and providing for repeal and effective date, and findings of fact. (This Item was Tabled)
7. Discussion and possible action on an agreement between Anchor Holdings MP, LLC and the City of Angleton, accepting the donation of a 2-acre parcel of land located on the east side of FM 521, approximately 1,400 ft. south of the intersection of CR 32/Ashland Boulevard, Brazoria County.
8. Discussion and possible action on a request for the City of Angleton's consent to the MUD District Boundary, as part of the Strategic Partnership Agreement, for a petition adding a 4.90 acre tract and a 1.943 acre tract into the MUD 82 District situated in the City's ETJ, and part of the Ashland Development, located along SH288 and east of the FM 521 corridor.
9. Discussion and possible action on the Preliminary Plat of Ashland Section 7B as resubmitted, and to consider updates to the Ashland Land Plan as it relates to this section located on the northeast curved section of Sapphire Springs Trail, east of Section 6, and north of Section 7A.

10. Discussion of a concept review of a Preliminary Layout for the property at 416 N. Tinsley Street at Cincinnati Street, proposed by Torrian Miller for a 7-lot single residential subdivision, located on property zoned MF-29 Zoning District.
11. Discussion and possible action on an application for the Tree Mitigation Site Plan for the Windrose Green community, located at the intersection of FM 523 and Windrose Green Blvd, directly east of Angleton High School.
12. Discussion and possible action on an application for Tree Mitigation Plan for the Freedom Park - Detention and Drainage Project, located south of FM 523 and north of Freedom Park.

CERTIFICATE OF OCCUPANCY REPORT:

The Certificate of Occupancy- Residential Report is attached.

Month	2025 Residential Total C.O.'s
January	24
February	36
March	45
April	36
May	26
June	17
July	18
August	5
September	32
October	29
November	12
December	
Yearly Total	280

2025 New Business Report:

Project Name and Location	Status
Antojitos Rikos Snack Bar, 728 E Henderson	Certificate of Occupancy Issued
BENROYCE AUTO REMARKETING - Ramin 1216 N. Velasco St	Certificate of Occupancy Issued
Brazos Flower & Co. - Amanda Barnhill 100 N Velasco St	Certificate of Occupancy Issued
DASH PHYSICAL THERAPY & SPORTS - 700 Western Ave - CO	Certificate of Occupancy Issued
Everything Sacred - 1111 N Velasco St - CO	Certificate of Occupancy Issued
Footworks Spa - Zilu Ye 1111 N Velasco St	Certificate of Occupancy Issued
Guate Maya Restaurant & Bakery - 509 N Downing Rd	Certificate of Occupancy Issued
HAGAN RISK PARTNERS - 2700 E HWY 35 & Rab Rd	Certificate of Occupancy Issued
JJ & S Motors LLC - Amanuel Lemessa 1224 E. Mulberry St Hwy 35	Certificate of Occupancy Issued
Junie's Peer Support Group - Monica Aguilar 1104 E. Mulberry Hwy 35	Certificate of Occupancy Issued
Landry's Barbershop - Amber Landry 108 N. Velasco St	Certificate of Occupancy Issued
Luxe Daqs - Lawonda Williams (Daiquiri Shop) 1004 N Velasco St	Certificate of Occupancy Issued
M&A The Academy of Caregiving - 105 S Chenango St -CO	Certificate of Occupancy Issued
Mail Hub - Peter Boateng 1814 N. Velasco St	Certificate of Occupancy Issued
Mainline Glass Industries - Viki Cole 2609 N Downing St	Certificate of Occupancy Issued
MyCHN, Community Health Network - Daisy 303 E Locust	Certificate of Occupancy Issued
Paradise Shack (Snow Cone Stand) - Martha Aguila_203 TJ Wright St	Certificate of Occupancy Issued
Planet Fitness 1201 N. Velasco	Permit Issued. Coming Soon
PURPLE PENCIL - (Teacher Supplies) ASHLEY KHOURY 213 N Velasco	Certificate of Occupancy Issued
Sita Enterprise LLC- GAS Station - 1235 E Mulberry St Hwy 35	Certificate of Occupancy Issued
Stairway To Recovery - 1100 E Mulberry STE A - CO	Certificate of Occupancy Issued
The Barn - 107 E Murray St - CO	Certificate of Occupancy Issued
Underground Collectables and Comics - 1022-1024 N Velasco	Certificate of Occupancy Issued
Wakey Wakey's - (Coffee Shop) 217 Sebesta Rd	Certificate of Occupancy Issued
Yaklin Auto Group, 40089 State Hwy 288	Permit Issued. Coming soon.
Vintage Dough, 116 N. Velasco St.	Certificate of Occupancy Issued

Location	Certified Notice Sent	Issue Type	Municipal Court Update	Abated and Lien Issued or Released?	Staff	Notes/Description	Status
701 Danbury		Junk Vehicle			Paul McKeever		Closed
1180 Thomas		Junk Vehicle			Paul McKeever		Closed
310 N. Rock Island		High Grass			Paul McKeever		Closed
409 N Pecan		High Grass			Paul McKeever		Closed
223 S Walker		High Grass			Paul McKeever		Closed
300 Bryan Way		High Grass			Paul McKeever		Closed
616 E Plum		High Grass			Paul McKeever		Closed
3301 E Mulberry		High Grass			Paul McKeever		Closed
1317 Molina		High Grass		Lien	Paul McKeever		Closed
5 Piney Way		High Grass			Paul McKeever		Closed
628 Catalpa		High Grass		Lien	Paul McKeever		Closed
504 Farrer		High Grass		Liens	Paul McKeever		Closed
Western Ave.@SH35/Shady Acres Prop ID 246699		High Grass		Liens	Paul McKeever		Closed
1024 Robinhood		High Grass		7 liens	Paul McKeever		Closed
1220 E Mulberry		High Grass		9 liens	Paul McKeever		Closed
817 N Morgan		High Grass			Billy Gipson		Closed
1105 E Miller		High Grass			Billy Gipson		Closed
508 Hurst	Yes	Demo/without permit/left debris in ditch	Yes Pending	Lien paid	Paul McKeever		Closed
721 W. Mulberry St.	Demo 7/2025			Closed	Paul McKeever		Completed
710 W. Mulberry	Yes	Prop Maintenance Pending Demo			Paul McKeever		Completed
1022 N. Chenango		High Grass		Yes/ 2 Liens/ 6/27/202310/08/2025 (\$403.24 pending Payoff)	Paul McKeever		Completed
321 Sagebrush	Yes, 9/18/2025	Trash/Debris/Driveway			Billy Gipson		Completed
310 N Rock Island		High Grass			Paul McKeever		Completed
3301 E Mulberry		High Grass			Paul McKeever		Completed
1317 Molina		High Grass		yes/ 10/27/2025	Paul McKeever		Completed
5 Piney Way		High Grass			Paul McKeever		Completed
961 S Walker		High Grass		Lien	Paul McKeever		Completed
Velasco Shell		Health Inspection			Billy Gipson		Completed
Angleton ACE		Health Inspection			Billy Gipson	100	Completed
AIISD -Central		Health Inspection			Billy Gipson	100	Completed
AIISD -Frontier Elementary		Health Inspection			Billy Gipson	100	Completed
AIISD-High School		Health Inspection			Billy Gipson	100	Completed
AIISD-Junior High		Health Inspection			Billy Gipson	100	Completed
AIISD-Northside		Health Inspection			Billy Gipson	100	Completed
AIISD-Rancho Isabella		Health Inspection			Billy Gipson	100	Completed
Wendy's		Health Inspection			Billy Gipson	100	Completed
AIISD-Soutside		Health Inspection			Billy Gipson	100	Completed
AIISD-Westside		Health Inspection			Billy Gipson	100	Completed
AIISD- CTE		Health Inspection			Billy Gipson	100	Completed
Angleton School Pantry		Health Inspection			Billy Gipson	100	Completed
Ten Pin Entertainment		Health Inspection			Billy Gipson	100	Completed
Chopstix		Health Inspection			Billy Gipson	100	Completed
Arby's		Health Inspection			Billy Gipson	100	Completed
Angleton Seafood		Health Inspection			Billy Gipson		Completed
Buckee's		Health Inspection			Billy Gipson		Completed
Angleton Chevron		Health Inspection			Billy Gipson		Completed
Holy Comforter Episcopal		Health Inspection			Billy Gipson		Completed

Location	Certified Notice Sent	Issue Type	Municipal Court Update	Abated and Lien Issued or Released?	Staff	Notes/Description	Status
E Z Gas		Health Inspection			Billy Gipson		Completed
Paradise City		Health Inspection			Billy Gipson		Completed
UTMB Angleton Cafe		Health Inspection			Billy Gipson		Completed
Daily Donuts		Health Inspection			Billy Gipson		Completed
Kenjo's Bar B Q		Health Inspection			Billy Gipson		Completed
Snow Fox Sushi		Health Inspection			Billy Gipson		Completed
Popeyes Chicken		Health Inspection			Billy Gipson		Completed
Buckee's Mulberry		Health Inspection			Billy Gipson		Completed
Wild West Bar B Q		Health Inspection			Billy Gipson		Completed
Pump & Munch		Health Inspection			Billy Gipson	100	Completed
Chilli's		Health Inspection			Billy Gipson	96	Completed
Pump N' Munch		Health Inspection			Billy Gipson	97	Completed
La' Casona		Health Inspection			Billy Gipson	94	Completed
A.I.S.D. School Market		Health Inspection			Billy Gipson	100	Completed
Tiny Treasures		Health Inspection			Billy Gipson	96	Completed
Angleton Exress		Health Inspection			Billy Gipson	97	Completed
Rock's Donuts		Health Inspection			Billy Gipson	94	Completed
Signs		Council Members Request			Billy Gipson		Completed
717 W Ash	Yes	High Grass			Billy Gipson		Completed
711 E. Kiber	Yes.	High Grass			Billy Gipson		Completed
2825 S. Velasco	N/A	Dumping Heavy Trash	N/A	N/A	Codes	7/7/2025 IQWorks Complaint	Completed
612 Cannan	Yes	Water Leak and High Grass			Paul McKeever		Completed
1224 E Mulberry	Yes	High Grass			Paul McKeever		Completed
3301 E Mulberry	Yes	High Grass			Paul McKeever		Completed
113 W Myrtle (Brunch to Dough)		Health Inspection			Paul McKeever		Completed
700 E Henderson (Greenhouse Learning Center)		Health Inspection			Paul McKeever		Completed
976 Anchor Rd (Angleton Christian School)		Health Inspection			Paul McKeever		Completed
9 Bandit Signs (11/5/2025)		Bandit Signs			Paul McKeever		Completed
12 Bandit Signs (11/6/2025)		Bandit Signs			Paul McKeever		Completed
1 Bandit Sigh (11/12/2025)		Bandit Sign			Paul McKeever		Completed
9 Bandit Signs (11/14/2025)		Bandit Signs			Paul McKeever		Completed
3 Bandit Signs (11/17/2025)		Bandit Signs			Paul McKeever		Completed
616 E Plum		High Grass			Paul McKeever		Corrected
2024 E Mulberry	Yes	High Grass/Sign			Paul McKeever		Corrected
2024 E Mulberry	Yes	High Grass			Paul McKeever		Corrected
312 Northbrook	Yes	Outside Storage			Paul McKeever		Corrected
1328 Sagebrush	Yes	Junk Vehicle			Paul McKeever		Corrected
216 La Laja	Yes	Junk Vehicle			Paul McKeever		Corrected
103 Meadowview	Yes	Junk Vehicle			Paul McKeever		Corrected
208 Bastrop	Yes	Junk Vehicle			Paul McKeever		Corrected
North Parrish Property ID 182041	Yes	High Grass			Paul McKeever		Corrected
312 Swift	Yes	High Grass			Paul McKeever		Corrected
501 TJ Wright	Yes	Junk Vehicle			Paul McKeever		Corrected
1401E E Mulberry		Feather Flags			Paul McKeever		Corrected
621 W Mulberry		Feather Flags			Paul McKeever		Corrected
1233 Chevy Chase	Yes	Junk Vehicle			Paul McKeever		Corrected
45 S Texian		Parking			Paul McKeever		Corrected
940 Buchta Rd.	Yes; warning letter 5/29/2024	High Grass		Yes 4 Liens/ 8/29/2024; 12/12/2024; 2/13/2025; 4/11/2025 (Pending \$2,743.65 payoff)	Paul McKeever		Force Mowed 2 Times/
1516 Gifford		Trash in Yard; High Weeds; Pool Fence missing panels; Roosters in City; People living in an accessory building. Potential unsafe structure; Fallen tree on fence.			Paul McKeever	Neighbor Complaint: Source I-Works	Ongoing since 3/11/2024
28 Texian Trail		Parking			Paul McKeever		Corrected
811 E Miller		Substandard House			Billy Gipson		open
420 S. Erskine		Illegal Water and Sewer			Billy Gipson		Open /Processing
212 Bastrop	Yes	Junk Vehicle			Paul McKeever		Corrected
1313 Sagebrush	Yes	Junk Vehicle			Paul McKeever		Open /Processing

Location	Certified Notice Sent	Issue Type	Municipal Court Update	Abated and Lien Issued or Released?	Staff	Notes/Description	Status
1200 Molina	Yes	Junk Vehicle			Paul McKeever		Open /Processing
1220 Molina	Yes	Junk Vehicle			Paul McKeever		Open /Processing
1309 Northbrook	Yes	Junk Vehicle	cited		Paul McKeever		Open /Processing
108 Bastrop	Yes	Junk Vehicle			Paul McKeever		Open /Processing
320 N Columbia	Yes	Substandard Structure/High Grass/Junk Vehicle		Lien Filed	Paul McKeever	Grass Abated	Open /Processing
220 Austin	Yes	Substandard Structure			Paul McKeever		Open /Processing
1119 E. Pecan		Fence Down			Billy Gipson		Open Processing
2610 N. Velasco (RoadHouse)	Yes. Since 2023	Pending Building Code Violations/Lack of Permit	Yes Pending		Paul McKeever		Open Processing
1036 Anderson	1/30/2025	Prop. Maintenance/Pending Demo			Paul McKeever		Open/processing
320 W. Peach	Yes; since 2022	Prop Maintenance Pending Demo			Paul McKeever		Open/processing
132 E. Peach	Yes	Prop Maintenance Pending Demo			Billy Gipson		Open/processing
811 W. Miller	Yes	Prop Maintenance Pending Demo			Billy Gipson		Open/processing
Velasco Square Apts.	Yes	Prop Maintenance Pending Demo			Paul McKeever		Open/processing
840 E. Mulberry	Yes	Prop Maintenance Pending Demo	Pending Legal/Council Action		Paul McKeever		Open/processing
2001 S. Velasco	Yes May 19, 2025		Pending Court Case		Paul McKeever		Open/processing
409 N Pecan		High Grass			Paul McKeever		Corrected
300 Bryan Way		High Grass			Paul McKeever		Corrected
328 N Ranch House		High Grass	Pending Court Case	Yes/ 2 Liens/ 8/28/2025 & 10/27/2025	Paul McKeever		Completeed
117 Bastrop		Junk Vehicle	Warrant Pending		Paul McKeever		Open/processing
601 Kyle	Yes	Substandard Structure (Garage)			Paul McKeever		Open/Processing
1 Dallas Ct No 1	Yes	Junk Vehicle			Paul McKeever		Open/Processing
325 La Jaja	Yes	Outside Storage/High Grass/Exterior Walls			Paul McKeever	Storage and Grass corrected	Open/Processing
117 TJ Wright	Yes	Outside Storage			Paul McKeever		Open/Processing
505 N Velasco	Yes	Junk Vehicle (several)			Paul McKeever		Open/Processing
1240-1242 E Mulberry	Yes	Substandard Structure			Paul McKeever		Open/Processing
921 N Belle	Yes	Fence			Paul McKeever		Open/Processing
Property ID 230204	Yes	Grass/Weeds			Paul McKeever		Open/Processing
1108 Rosewood	Yes	Fence			Paul McKeever		Open/Processing
1012 S Belle	Yes	Fence			Paul McKeever		Corrected
Property ID 230205	Yes	Grass/Weeds			Paul McKeever		Open/Processing
11 Chuck Wagon	Yes	Junk Vehicle			Paul McKeever		Corrected
720 N Plantation	Yes	Junk Vehicle			Paul McKeever		Open/Processing
813 N Plantation	Yes	Junk Vehicle			Paul McKeever		Open/Processing
10 Wagon Lane Loop	Yes	Junk Vehicle			Paul McKeever		Corrected
50 Alexander	Yes	Junk Vehicle			Paul McKeever		Open/Processing
2609 #19 S Front		No Water Service			Paul McKeever		Open/Processing
54 Alexander	Yes	Junk Vehicle			Paul McKeever		Open/Processing
801 Noreda	Yes	Junk Vehicle			Paul McKeever		Open/Processing
811 D Buchta	Yes	Grass/Door/Rotting Wood			Paul McKeever		Open/Processing
508 Betty	Yes	No Water			Paul McKeever		Open/Processing
220 Austin	Yes	Substandard Structure			Paul McKeever		Open/Processing
1125 Kadera	Yes	Grass/Weeds			Paul McKeever		Open/Processing
208 Austin		Substandard Structure			Paul McKeever		Open/Processing
721 Newman	Yes	No Water/Outside Storage	2 citations		Paul McKeever		Open/Processing
36 Texian Trail		Parking			Paul McKeever		Corrected
30 Texian Trail		Parking			Paul McKeever		Corrected
29 Texian Trail		Parking			Paul McKeever		Corrected
27 Texian Trail		Parking			Paul McKeever		Corrected
24 Texian Trail		Parking			Paul McKeever		Corrected
25 Texian Trail		Parking			Paul McKeever		Corrected
44 Texian Trail		Parking/Junk Vehicle			Paul McKeever		Corrected
105 N Rock Island	Yes	Substandard Structure			Paul McKeever		Open/Processing
913 N. Velaso		Roof Damage			Billy Gipson		Openm
1220 E Mulberry	Yes	Substandard Structure			Paul McKeever		Openn/Processing
132 e. Peach	Yes	Substandard Structure (Garage)	Citations Issued (2)		Billy Gipson	Set for Court 12/11/2025	Pending
420 S. Erskine	Yes.	Mobile Home Used as Residence	Citation Issued		Billy Gipson	Set for Court 12/11/2025	Pending
812 Perry	Yes	No Fence around Pool	Citation Issued		Billy Gipson	Warrant Pennding	Pending
Rocks Donuts	No	Operating Without Permt	Citation Issued		Billy Gipson	No Action at this Time	Pending
November Health Inspections		Annual			Billy Gipson		Pending

Location	Certified Notice Sent	Issue Type	Municipal Court Update	Abated and Lien Issued or Released?	Staff	Notes/Description	Status
704 E. Murray	Yes	High Grass			Billy Gipson		Pending
701 W. Ash	Yes	High Grass			Billy Gipson		Pending
1119 E. Pecan	yes	Fence Down			Billy Gipson		Pending
617 E. Millert		RV to Sewage			Billy Gipson	IWorks complaint	Pending
1712 Shanks	Yes	High Grass			Billy Gipson		Pending
N. Rock Island Apartments	Yes	Prop Maintenance Pending Demo			Billy Gipson		Sold; pending permit
814 W .Ash	yes	Fallen Ttree			Billy Gipson		Pending
252 Bastrop	Yes	High Grass			Billy Gipson		Pending
943 Magnolia	Yes	High Grass			Billy Gipson		Complete
202 S Walker		RV Parking			Paul McKeever		Open/Processing
9 Pineview	Yes	High Grass			Paul McKeever		Open/Processing
5 Bandit Signs (11/24/2025)		Bandit Signs			Paul McKeever		Complete
5 Piney Way	Yes	Junk Vehicle			Paul McKeever		Open/Processing
12 Piney Way	Yes	High Grass	filed	Lien Filed	Paul McKeever		Completed
Foundation Inspections (4 - 12/1/2025)		Foundation Inspections			Paul McKeever		Completed
Shipleys Donuts		Health Inspection (100)			Paul McKeever		Completed
Vintage Dough		Health Inspection (100)			Paul McKeever		Completed
Dirty South		Health Inspection (97)			Paul McKeever		Completed

Summary Notes

Building permits are down from 225 in October 2025 to 145 in November 2025.

YTD Residential Fees Collected \$27,634.20

YTD Commercial Fees Collected \$7,234.00

The largest commercial project for the month:

Permit #: 2025-2618

Street: 825 S Velasco

Value: \$12,000.00

Inspections made year to date are as follows:

Electrical Inspections	539
Flat Work Inspections	135
Food Inspections	111
Gas Inspections	232
Mechanical Inspections	379
Miscellaneous Inspections	1377
Plumbing Inspections	1248
Total # of Inspections	4021

Major categories of permits issued y.t.d. as follows:

Not Set	4
Commercial	385
Residential	2031
Total # of Permits	2420

DEVELOPMENT SERVICES KPI REPORT NOVEMBER 2025



Item 21.

121 S. Velasco Street
Angleton, TX 77515

November, 2025

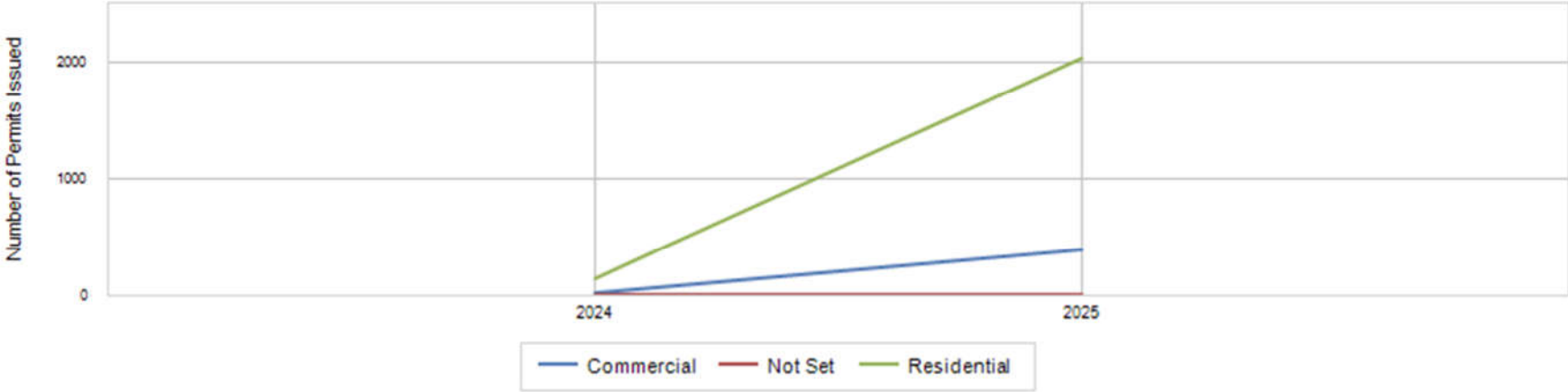
This month's report concerning the activities of the Building Inspection Division is respectfully submitted. The summary is as follows:

Last Year - This Year	November, 2024	November, 2025	% Change
Number of Permits	2	145	7,150.00%
Total Fees	\$144.12	\$34,868.20	24,093.87%

	January, 2024	January, 2025	
Year to Date	November, 2024	November, 2025	% Change
Number of Permits	3	2420	80,566.67%
Total Fees	\$144.12	\$711,711.29	493,732.42%

	December, 2023	December, 2024	
12 Months Previous Year	November, 2024	November, 2025	% Change
Number of Permits	3	2574	85,700.00%
Total Fees	\$144.12	\$778,276.69	525,607.91%

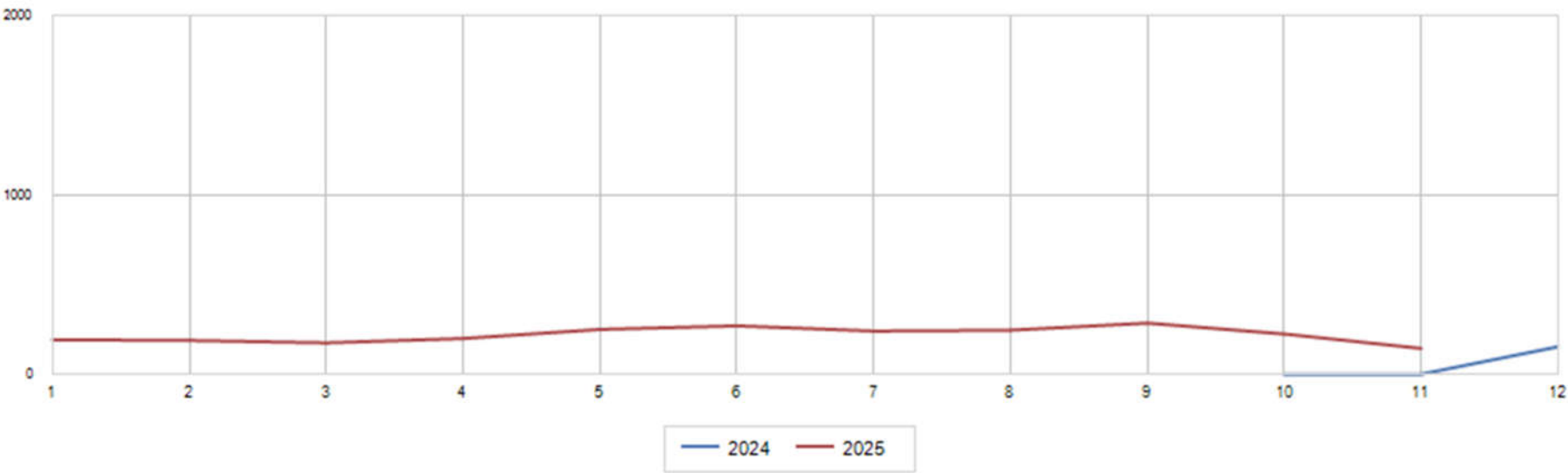
HISTORICAL TREND OF PERMITS ISSUED



		Permits YoY	
Permit Type	Sub Category	2024	2025
Commercial	Addition (C)		1
	Addition/Remodel (C)		4
	Alcohol (C)		11
	Certificate of Occupancy (C)		16
	Commercial New	1	35
	Credit Business (Pay Day Loan) (C)	1	2
	Demolition (C)		4
	Driveway Culvert Pipe Permit (C)		1
	Driveway Flatwork Permit (C)		6
	Electrical (C)	1	13
	Fence (C)		2
	Fire Prevention (C)		17
	Game Room Permit (C)		2
	Garage Sale (C)		1
	Irrigation (C)	1	1
	Mechanical (C)	1	14
	Mobile Home Registration (C)		2
	Mobile Vending Unit (C)		4
	Not Set		3
	Plumbing (C)	2	33
	Remodel (C)		4
	Retail Food (C)	8	110
	Sign (C)		19

	Special Event Permit (C)		1
	Temporary Food Service (C)	2	43
	Utility Right of Way (C)		36
Total Commercial		17	385
Not Set	Not Set	1	4
Total Not Set		1	4
Residential	1 and 2 Family Residential (R)	24	214
	Addition/Remodel(R)		2
	Animal (R)		3
	Certificate of Occupancy (R)		49
	Demolition (R)	1	1
	Driveway Culvert Pipe Permit (R)		10
	Driveway Flatwork Permit (R)	3	46
	Electrical (C)		1
	Electrical (R)	26	470
	Fence (R)	6	53
	Fire Prevention (R)		2
	Garage Sale (C)		3
	Garage Sale (R)	5	245
	Irrigation (R)		19
	Mechanical (R)	28	281
	Mobile Home Registration (R)		4
	Not Set	1	3
	Plumbing (C)		1
	Plumbing (R)	44	409
	Remodel (R)		5
	Residential New (R)		195
	Swimming Pool/Hot Tub (R)		10
	Utility Right of Way (R)	1	5
Total Residential		139	2,031
Total		157	2,420

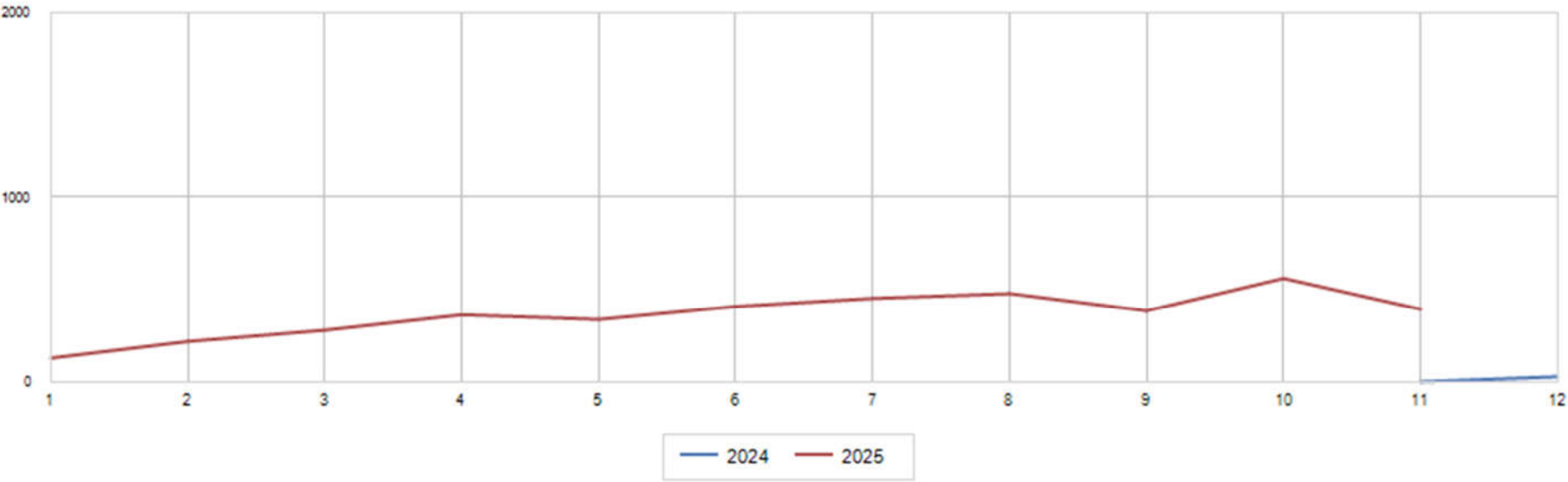
PERMITS ISSUED PER MONTH



DATA FOR PERMITS ISSUED PER MONTH

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	0	0	0	0	0	0	0	0	0	1	2	154
2025	193	189	176	200	250	270	241	246	285	225	145	0

INSPECTIONS PER MONTH



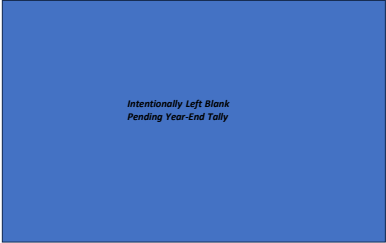
DATA FOR INSPECTIONS PER MONTH

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	0	0	0	0	0	0	0	0	0	0	2	30
2025	130	220	281	364	339	410	454	480	386	562	395	0

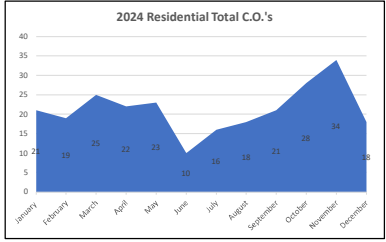
BUILDING OFFICIAL'S MONTHLY REPORT										November, 2025		PERMITS ISSUED		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	
COMMERCIAL														
Addition (C)	0	0	0	1	0	0	0	0	0	0	0	0	1	
Addition/Remodel (C)	0	2	0	1	0	0	1	0	0	0	0	0	4	
Alcohol (C)	1	2	4	2	0	0	0	0	1	1	0	0	11	
Certificate of Occupancy (C)	3	1	0	2	0	2	1	4	1	1	1	0	16	
Commercial New	4	2	1	0	2	3	3	4	5	8	3	1	36	
Credit Business (Pay Day Loan) (C)	0	0	0	1	0	0	0	0	0	1	0	0	2	
Demolition (C)	0	0	0	0	1	2	0	0	1	0	0	0	4	
Driveway Culvert Pipe Permit (C)	0	0	0	0	0	0	0	0	0	1	0	0	1	
Driveway Flatwork Permit (C)	0	2	0	1	0	1	0	1	0	1	0	0	6	

City of Angleton
Single Family Homes Completion Totals
Reported as of 12/03/2025

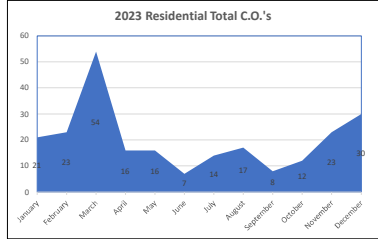
Month	2025 Residential Total C.O.'s
January	24
February	36
March	45
April	36
May	26
June	17
July	18
August	5
September	32
October	29
November	12
December	
Yearly Total	280



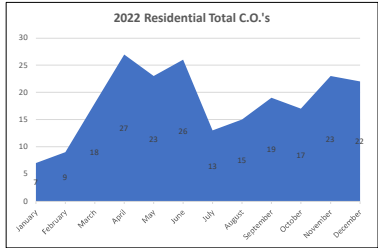
Month	2024 Residential Total C.O.'s
January	21
February	19
March	25
April	22
May	23
June	10
July	16
August	18
September	21
October	28
November	34
December	18
Yearly Total	255



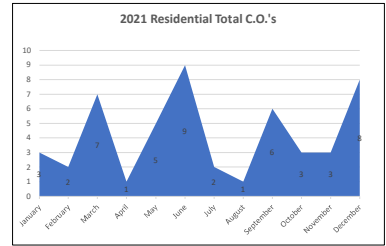
Month	2023 Residential Total C.O.'s
January	21
February	23
March	54
April	16
May	16
June	7
July	14
August	17
September	8
October	12
November	23
December	30
Yearly Total	241



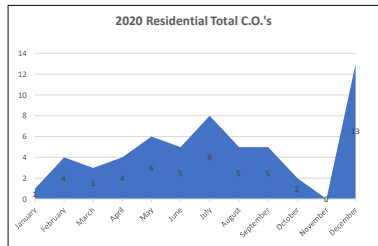
Month	2022 Residential Total C.O.'s
January	7
February	9
March	18
April	27
May	23
June	26
July	13
August	15
September	19
October	17
November	23
December	22
Yearly Total	219



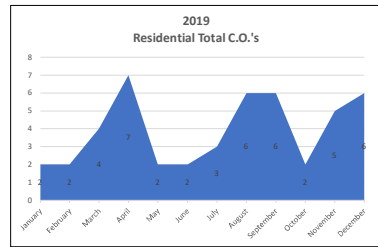
Month	2021 Residential Total C.O.'s
January	3
February	2
March	7
April	1
May	5
June	9
July	2
August	1
September	6
October	3
November	3
December	8
Yearly Total	50



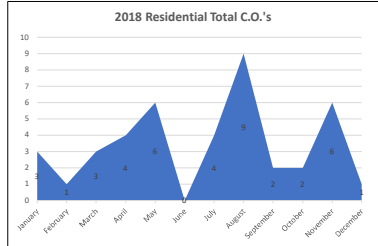
Month	2020 Residential Total C.O.'s
January	1
February	4
March	3
April	4
May	6
June	5
July	8
August	5
September	5
October	2
November	0
December	13
Yearly Total	56



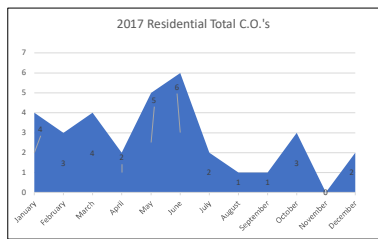
Month	2019 Residential Total C.O.'s
January	2
February	2
March	4
April	7
May	2
June	2
July	3
August	6
September	6
October	2
November	5
December	6
Yearly Total	47



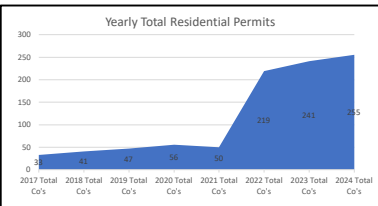
Month	2018 Residential Total C.O.'s
January	3
February	1
March	3
April	4
May	6
June	0
July	4
August	9
September	2
October	2
November	6
December	1
Yearly Total	41



Month	2017 Residential Total C.O.'s
January	4
February	3
March	4
April	2
May	5
June	6
July	2
August	1
September	1
October	3
November	0
December	2
Yearly Total	33



Year	Yearly Total Residential Permits
2017 Total Co's	33
2018 Total Co's	41
2019 Total Co's	47
2020 Total Co's	56
2021 Total Co's	50
2022 Total Co's	219
2023 Total Co's	241
2024 Total Co's	255
8-Year Total Co's	942



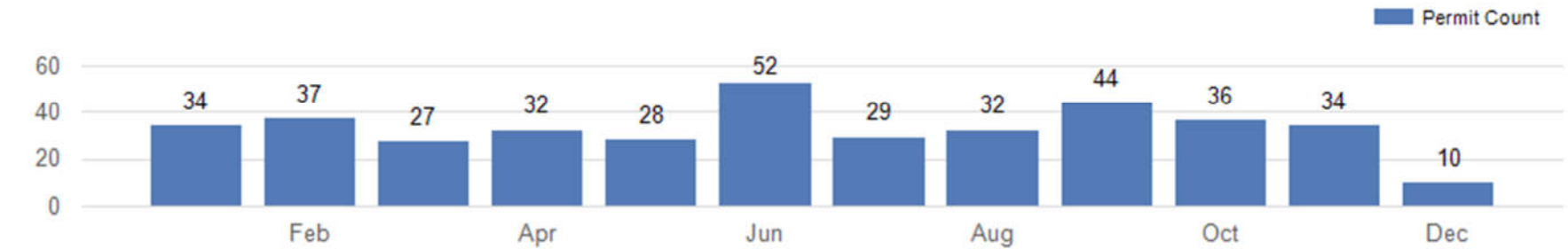
Driveway Flatwork Permit (R)	0	0	0	0	0	0	0	0	0	0	0	1	1
Electrical (C)	3	0	3	1	0	2	1	0	0	0	3	0	13
Fence (C)	0	0	0	1	0	0	0	0	0	1	0	0	2
Fire Prevention (C)	2	3	1	2	0	1	1	0	4	1	2	0	17
Game Room Permit (C)	0	0	0	0	0	0	0	1	1	0	0	0	2
Garage Sale (C)	0	0	0	0	0	0	0	0	0	1	0	0	1
Irrigation (C)	0	0	0	0	0	0	0	0	0	0	1	0	1
Mechanical (C)	0	2	1	1	3	0	2	1	1	0	3	0	14
Mobile Home Registration (C)	2	0	0	0	0	0	0	0	0	0	0	0	2
Mobile Vending Unit (C)	0	0	0	1	0	0	1	0	0	2	0	0	4
Plumbing (C)	1	2	0	1	4	19	0	1	2	1	2	1	34
Remodel (C)	0	2	0	0	0	0	2	0	0	0	0	0	4
Retail Food (C)	16	10	8	14	16	8	8	4	11	5	10	6	116
Sign (C)	2	4	4	2	0	2	1	2	0	0	2	0	19
Special Event Permit (C)	0	0	0	0	0	0	0	0	0	1	0	0	1
Temporary Food Service (C)	0	3	1	1	1	6	5	4	13	6	3	0	43
Utility Right of Way (C)	0	2	3	0	1	6	3	9	4	4	4	1	37
Not Set	0	0	1	0	0	0	0	1	0	1	0	0	3
Total Commercial	34	37	27	32	28	52	29	32	44	36	34	10	395
RESIDENTIAL													
1 and 2 Family Residential (R)	44	17	20	17	19	10	16	21	16	20	14	2	216
Addition/Remodel(R)	0	1	0	0	0	0	1	0	0	0	0	0	2
Animal (R)	1	1	0	0	0	0	0	0	1	0	0	0	3
Certificate of Occupancy (R)	1	0	0	0	0	0	2	12	31	3	0	0	49
Demolition (R)	0	0	0	0	0	0	0	0	0	1	0	0	1
Driveway Culvert Pipe Permit (R)	0	0	0	0	1	1	2	1	1	2	2	0	10
Driveway Flatwork Permit (R)	3	5	5	7	7	3	7	1	3	4	1	0	46
Electrical (C)	0	0	0	0	0	0	0	0	1	0	0	0	1
Electrical (R)	45	42	30	41	69	58	41	60	42	26	16	0	470
Fence (R)	8	7	6	9	3	6	6	1	1	2	4	0	53
Fire Prevention (R)	0	0	0	0	0	0	0	1	0	0	1	0	2
Garage Sale (C)	0	0	0	0	0	0	0	2	0	0	1	0	3
Garage Sale (R)	6	4	18	20	32	27	20	24	26	36	32	2	247
Irrigation (R)	0	1	0	0	0	1	0	1	5	6	5	0	19
Mechanical (R)	24	26	23	25	21	23	37	19	52	28	3	0	281
Mobile Home Registration (R)	0	0	3	0	0	0	0	0	0	1	0	0	4

Item 21.

Plumbing (C)	0	0	0	0	1	0	0	0	0	0	0	0	1
Plumbing (R)	21	41	31	38	54	67	37	45	38	25	12	1	410
Remodel (R)	0	0	0	0	1	1	1	0	0	1	1	0	5
Residential New (R)	3	5	8	11	11	19	40	24	22	33	19	0	195
Swimming Pool/Hot Tub (R)	1	1	0	0	2	1	1	1	2	1	0	0	10
Utility Right of Way (R)	0	1	2	0	0	0	1	1	0	0	0	0	5
Not Set	0	0	1	0	1	1	0	0	0	0	0	0	3
Total Residential	157	152	147	168	222	218	212	214	241	189	111	5	2,036
NOT SET													
Not Set	2	0	2	0	0	0	0	0	0	0	0	0	4
Total Not Set	2	0	2	0	0	0	0	0	0	0	0	0	4
GRAND TOTALS	193	189	176	200	250	270	241	246	285	225	145	15	2,435

Item 21.

Total Commercial By Month



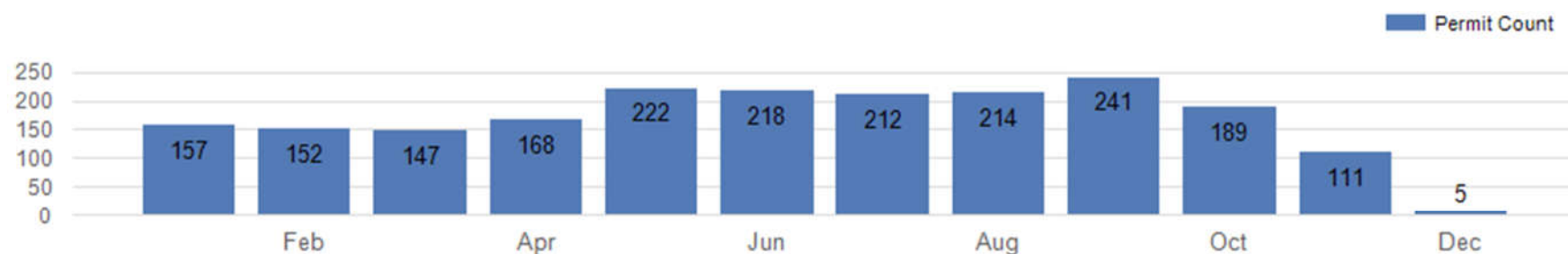
Total Commercial Per Sub Category By Month



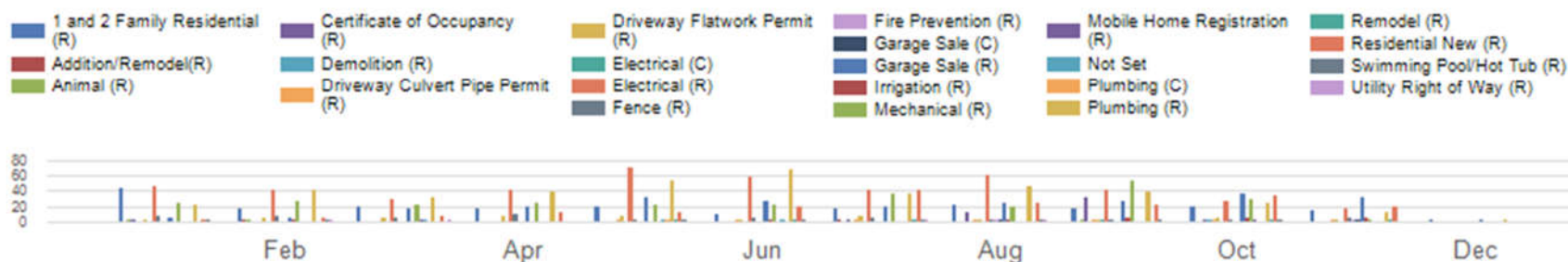
Total Public Works Per Sub Category By Month

No Data Available

Total Residential By Month



Total Residential Per Sub Category By Month



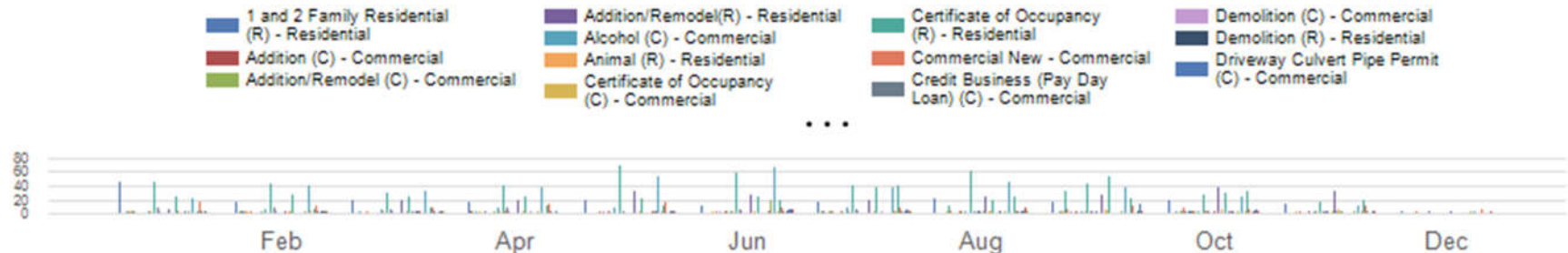
Total Not Set By Month



Total Not Set Per Sub Category By Month



Total Category and Sub category By Month



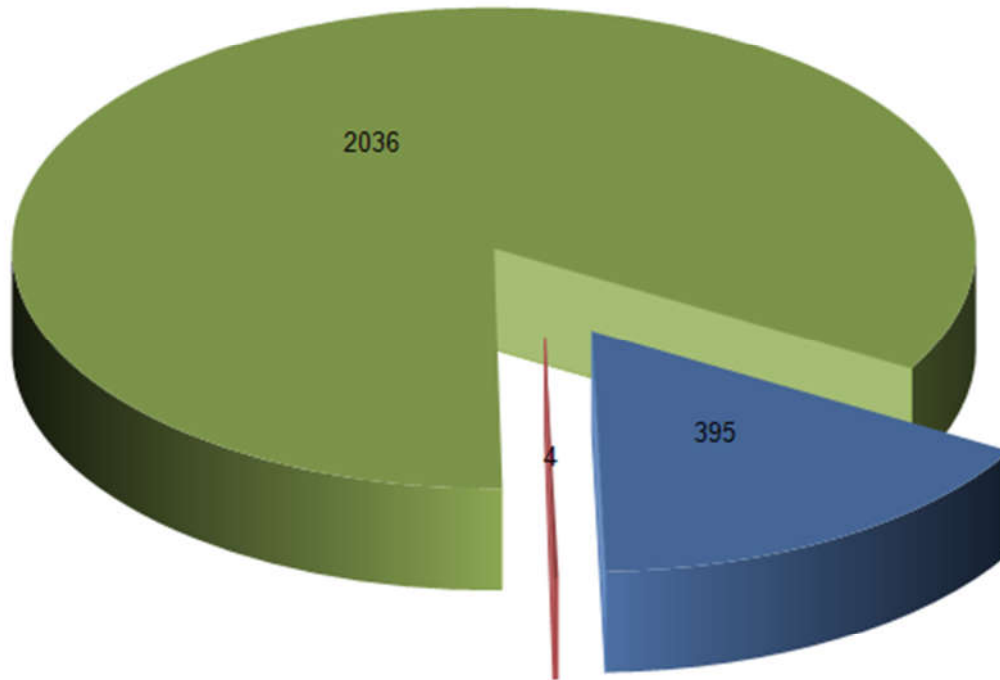
PERMITS ISSUED

GRAPH DATA

Total Commercial
Total Not Set
Total Residential
TOTAL

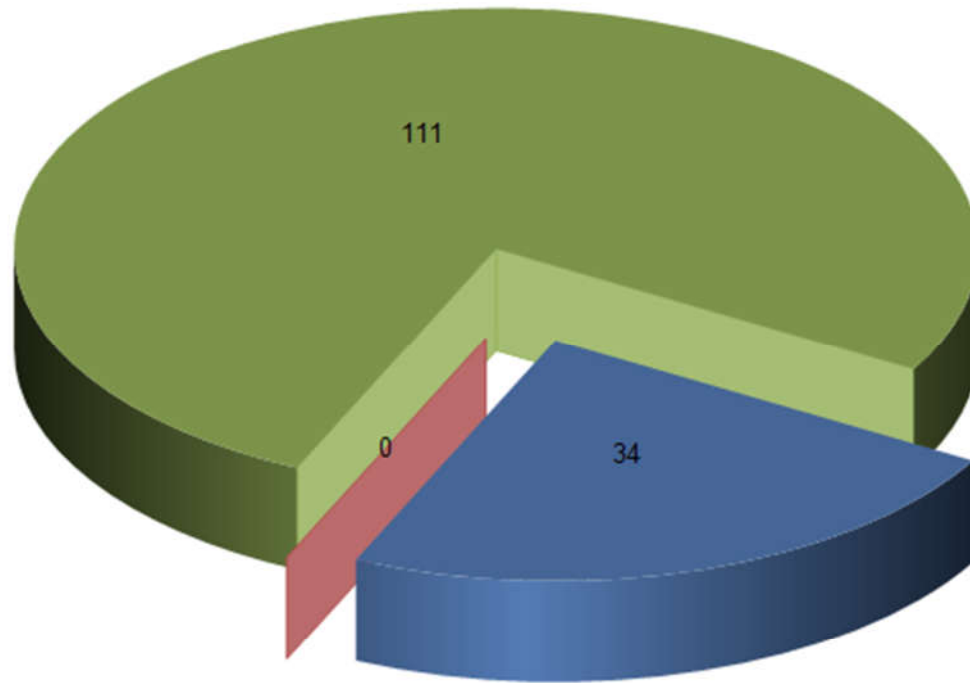
3
4
2,036
2,435

Item 21.



Total Commercial Total Not Set Total Residential

PERMITS ISSUED For Month



Commercial Not Set Residential

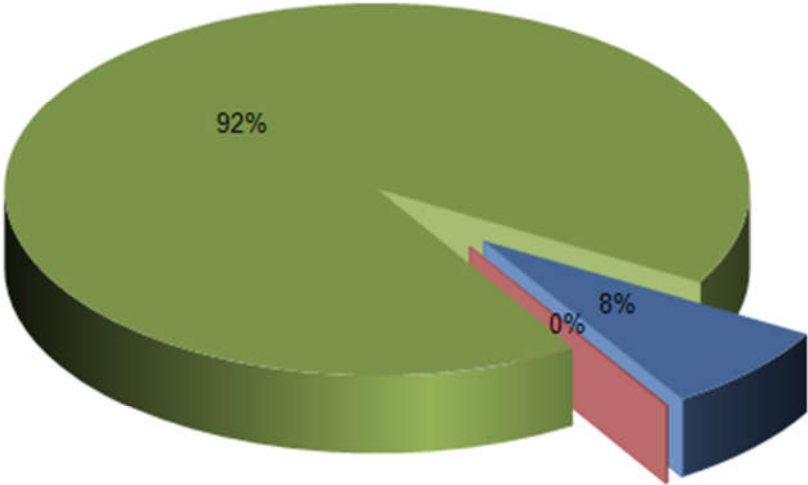
GRAPH DATA

Total Commercial
Total Not Set
Total Residential
TOTAL

Item 21.

0
111
145

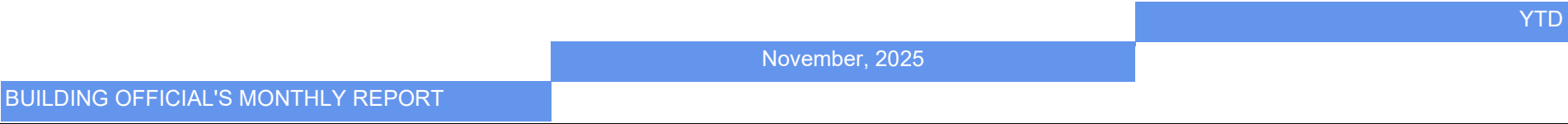
% PERMITS ISSUED (YTD)



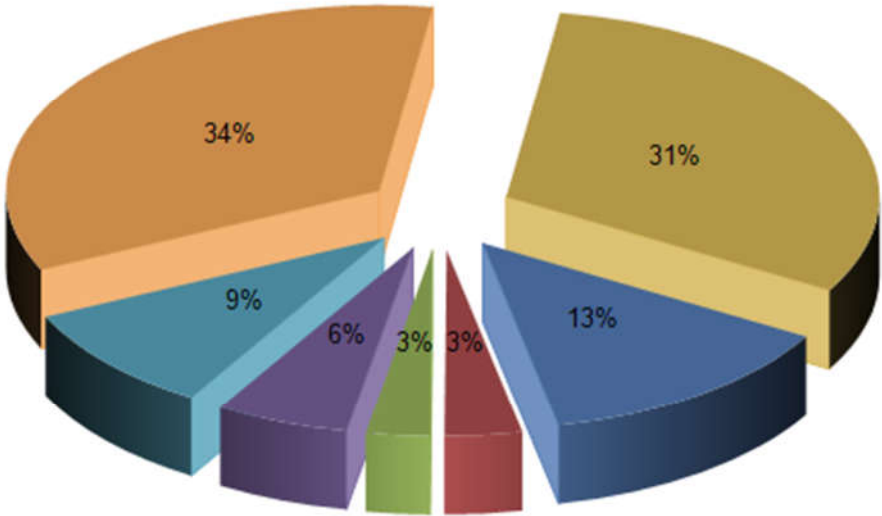
Commercial Not Set Residential

PERMITS ISSUED GRAPH

Residential	6390	92%
Not Set	7	0%
Commercial	538	8%
Total # of Permits Issued		6935



% INSPECTIONS MADE (YTD)



Electrical Inspections Gas Inspections Miscellaneous Inspections
Flat Work Inspections Mechanical Inspections Plumbing Inspections
Food Inspections

INSPECTIONS MADE GRAPH

Electrical Inspections	539	13%
Flat Work Inspections	135	3%
Food Inspections	111	3%
Gas Inspections	232	6%
Mechanical Inspections	379	9%
Miscellaneous Inspections	1377	34%
Plumbing Inspections	1248	31%
Total # of Inspections	4021	

EMERGENCY MANAGEMENT



City of Angleton Office of Emergency Management Report - December 2025

Exercises/Training: Intermediate Incident Command, Advanced Incident Command, Public Information Training courses in progress. One class completed with countywide participation. Five classes pending.

Funding: The Beryl Debris Removal project is in the final federal review phase. All our responsibilities are complete, and we are now awaiting FEMA's final validation before funding is issued. No delays exist on our side, and no additional documentation is pending from our team.

Community: Website products updated. Met with Food Pantry Churches, TDEM Recovery/ IMT personnel, LEPC, BAHEP, Brazoria County Emergency Management. Provided training for AISD Police.

TDEM #	FEMA #	CATEGORY	SCOPE	PROCESS STEP	COST ESTIMATE	POSSIBLE SHARE	TASKS
88	754684	A - Debris Removal	Beryl - Debris Removal	Pending DIU Final Validation	\$2,825,662.75	\$2,136,221.83	FEMA created spend plan for override cost of \$2,825,662.75
191	755610	B - Emergency Protective Measures	Force Account Labor	PAID	\$105,281.59	\$78,961.20	PAID
475	758000	E - Buildings and Equipment	Bates Park Roof and Dumpster Enclosure Repairs	Obligated	\$18,712.16	\$14,034.12	COMPLETED
477	758002	G - Parks and Other	Antique Lights Downtown	PAID	\$15,113.76	\$11,335.32	PAID
480	758005	F - Utilities	Lift Station and Water Plant	PAID	\$98,392.47	\$73,794.36	PAID
481	758006	G - Parks and Other	Rec Center Freedom Park Fire Station #1 Animal Control	Obligated	\$49,717.10	\$37,287.83	COMPLETED
1071	764738	E - Buildings and Equipment	Water Treatment Plant and City Hall Repairs	PAID	\$20,396.93	\$15,297.70	PAID
1072	764739	G - Parks and Other	Public Works Building Repairs	PAID	\$9,827.46	\$7,370.60	PAID

HUMAN RESOURCES

Colleen Martin 12-2025

Human Resources Department Report-December 2025

- Currently, recruiting for
 - 7 Police Officers
 - Contracted Bus Drivers-PT-Rec-As Needed
 - Lifeguards
 - 1 Animal Control Supervisor

Staff Numbers are in the chart below as of 11/19/2025.

Frozen Vacancies

1 Tourism Asst
 1 Court Clerk
 1 HR Coordinator
 1 PT Dev Services Clerk
 2 Parks Crew
 1 AD Parks and Rec

- November Headcount 180
- Average Turnover for November 1.1%

Labor Numbers 10/1/2025-11/19/2025

- Labor Cost FY25 \$2.8m
- Labor Hours FY25 54.5k
- Overtime Costs \$74.9k
- OT% of Labor Cost 2.7%
- Overtime hours worked 1.8k

<u>FTE Count</u>	FY23	FY24	FY25	FY26
City Mgr	1	1	0	0
Animal Control	4	4	4	4
City Sec	2	2	2	2
Communications	2	2	1	1
Courts	4	3	3	3
Dev Svcs	7	8	7	7
Emer Mgmt	2	3	1	1
Finance	4	4	4	4
Fire	7	6	4	5
HR	2	2	1	1
IT	3	3	3	3
Parks	17	19	16	17
Police	30	34	32	31
Police Non-Uniformed	14	14	13	14
Public Works	32	31	39	35
Rec Center	8	8	8	9
Utility Collections	6	5	5	5
Part Time Staff	25	25	37	35
Total	170	174	180	177

Part Time Staff

Lifeguards	22
Desk Clerks	6
Animal Control Tech	1
IT Assistant	1
Rec Facility Assistants	3
Utility Collections	1
	35

PARKS & RECREATION

Parks & Recreation Monthly Report

Priority Projects

1. 2024 ABLC Bond: Funds \$4M

- Abigail Arias Park
 - Current Status:
 - 90% review of Construction Documents have been completed.
 - Staff met a designer to discuss initial concept plans on a memorial and donor wall at pavilion entrance. Staff plan to meet with Arias Family to review renderings in early December.
 - Vendor solicitation: Staff are continuing to solicit proposals and quotes to support project including tree donation, playground, splashpad, dumpster/electrical enclosure, park sign, and sign furnishings (benches, tables, trash receptacles)
 - Next Milestone: 100% Construction Documents due from Burditt by Dec 9th and issued for permit review. City comments and permitting on Dec 16th. Start securing final proposals from vendors for potential approval in January.
- BG Peck Soccer Complex Grading:
 - Current Status: Design documents complete. No current funding to support construction at this time.
 - Next Milestone: Determine funding to support the project. Possible future bond in 2026 or 2027.
- Freedom Park Improvements:
 - Current Status: 90% Construction Documents complete. Additional comments received from Council are being incorporated in final construction documents including removal of the warning track and larger dugouts.
 - Next Milestone: 100% Construction Documents due from Burditt in Dec.
- Texian Trail Drainage:
 - Current Status: Substantial completion was completed by October 31.
 - Next Milestone: Finalize remaining punch list items.
- Angleton Recreation Center:
 - Current projects and Tentative Schedules
 - Natatorium Renovations
 - Renovations started Monday, December 1st
 - December 1- Pool drained & small play feature being deconstructed.



- Pool Plaster, Tiles, & Decking - Staff met with Landmark to secure update proposals and timelines. Various items to be completed in conjunction with play feature installation. Plaster stripping is scheduled to start on Thursday, December 4th
- ARC Sign: December 2025
- Multipurpose Room Improvements: Early 2026
- Basketball Gym Improvements (Flooring, ceiling, lighting, window shades): Spring 2026
- Facility flooring, Hot Water Boiler, HVAC BAS System Upgrade, Facility Lighting, Party Pad Shade Cover: 2026
- Exhaust fans and garage door replacement: TBD
- Bathroom & Locker Room Improvements: TBD

2. Freedom Park Playground

- Current Status:
 - Approved by ABLC & City council. Order placed with Cunningham Recreation.
- Next Milestone: Awaiting current lead timelines and potential installation dates for Spring 2026.

3. Bates Park Field #6

- Staff are continuing to coordinate discussion with Paragon Sports and vendors for fence and concrete to determine total project cost.
- Next Milestone: Finalize estimated project cost, present to ABLC and City Council for considerations.

Parks - Fund 01-550

1. **Roof Repairs (FEMA):** Freedom and Bates Park roof repair have been completed.
2. **ARC Repairs:** Maintenance completed in office suite, new paint and tile floors address water/mold damage. Finalizing carpet and painting in front offices. Staff have moved back into offices. Minor updates in the conference room are expected in December.
3. **BG Peck Soccer netting:** Pole and netting install is completed. 11/20/25
4. **BG Peck Frontage Fence:** Installation of 600' of new hog wire fencing is completed. 11/24/25
5. **Holiday Banners, Lighting and Decoration Installation:** Installation on holiday banners on antique street lights, string lights and garland, and holiday decoration.
6. **Winter Projects:** Staff are working on various winter projects including pressure washing at city facilities, tree trimming and stump grinding at several parks, clean-up and demo of old structures at Abigail Arias Park, addressing lighting maintenance at various parks.
7. **Park Assessment:** Staff are working on a new park assessment tool to assess current park amenities and provide overall park grades to aid in CIP planning.
8. **Park GIS Project:** Staff are meeting with HDR in December to start finalizing GIS mapping for integration on the City's website.

Angleton Recreation Center - Fund 60

1. **Staffing:**
 - a. Accepting application for part-time Facility Assistant position.
 - b. Lifeguards are assisting with opening and various other projects while the natatorium is under renovation.
2. **HVAC Repairs:**

- a. **RTU-1**
 - i. The condenser fan motor is being replaced
 - ii. Replace both motor fan blades and motors
- b. **RTU-2**
 - i. Moisture was found on the unit, causing a heating issue. Hunton is working on a repair plan for this unit
- c. **RTU-3**
- d. **RTU-4**
 - i. LOTO the unit and remove the 3 faulty condenser fan motors.
 - ii. Install the new motors with capacitors and crankcase heaters.
 - iii. Remove failed crankcase heater elements and install new heaters.
- e. **RTU-5**
 - i. Install the new motors with capacitors and crankcase heaters
- f. **RTU-6**
 - i. This scope of work outlines the replacement of the TXV, accumulator, liquid line dryer, and motor pulley
 - ii. Replacing the compressor controller that was in alarm, but had a faulty LED indicator
- g. **AHU- Split (Weightroom Outdoor Units)**
 - i. Install new crankcase heaters and fuses
 - ii. Change out the contactors
 - iii. A new float switch will have to be installed
- 3. **FEMA window repairs:** Repairs have been completed
- 4. **Programs and Promotions:**
 - a. Cookie Jamboree- December 16th
 - b. ARC Family and Friends Day- December 19th

Recreation - Fund 50

- 1. **Marketing and Communication**
 - o The digital playbook is available online. ([Playbook Link](#)) for Fall & Winter Parks & Recreation Programs and Events
 - o Staff are working on the Winter & Spring Playbook and postcard mailouts while also planning to open summer youth program registrations around March 2026.
 - o Parks & Recreation staff will have a booth at the Heart of Christmas event. Staff will hand out goodie bags of cocoa and oatmeal mixes, info on services, and games.
- 2. **Camps and Rec Programs**
 - o Little Chefs of Angleton program ended on Nov. 2 with 9 participants completing it.
 - o Mini Athletes: Little Sluggers program began on Nov. 5 with 9 participants.
 - o The Green Thumb Gardening Workshop was held on Nov. 11. The Texas Master Gardeners presented on Fall Garden Pest Control with 7 in attendance.
 - o Staff is preparing for Winter TAAF Youth Volleyball League to begin Dec. 13. There are 98 participants registered.
- 3. **Senior Programs**
 - o Enchanted Forest Tour - November 7
 - i. **Bus 1:** 23 participants
 - o Silver Hearts Monthly Drop in Program Totals:

- i. Bingo 71 participants | Bean Bag Baseball 32 participants | Chair Volleyball 27 participants
 - o Silver Hearts annual Thanksgiving Potluck was held on November 19 with 107 of participants in attendance. We had 10 individuals volunteer for the event.
 - o A group of local individuals came out to play games with the seniors. were in attendance.
 - o Staff are preparing the annual Silver Hearts Christmas Party on December 10. There are currently 98 registered and 15 on the waitlist.
- 4. **Events**
 - o The Fall Movie Series at the ARC held its second showing on Friday, Nov. 14, of *Grinch* (2018). About 90 community members were in attendance, the most for an outdoor movie to date.
 - o The Jingle Bell Fun Run & 5K/10K is scheduled for Saturday, Dec. 20 and currently has 95 participants registered.
 - o Staff is in the early stages of planning the annual Father Daughter Dance for Feb. 21.

Parkland Dedication - FUND 96

1. **Bates Park Pickleball Courts:** Completed. Staff are working on improving road accessibility. Material delivered in October was poor quality and included metal preventing staff from using it for its intended purpose. Road project anticipated to be completed in December.
2. **Downing Tennis Courts:** - Project complete. Update signage to be installed once the access road is completed to new courts at Bates Park..
3. **New Abigail Park Parcel:** Removal of foundation, garage, and scrap metal planned for December/January.
4. **Ashland Fees:** Staff are expecting Parkland Fees from Ashland Development for just over \$40,000 for the first phase in the near future. (Total Project \$1.9 million)

Angleton Better Living Corporation - FUND 40

1. **Freedom Park Passive Area:** Project on hold until funding is secured to continue. Staff are planning to submit a TPWD Trails Grant to potentially secure funding.

Keep Angleton Beautiful - FUND 13

1. **Annual Fall Sweep:** Event took place on Saturday, Nov 8th with nearly 400 vehicles recorded. Fruit tree and data shredding were the most popular event services used.
2. **KTB Governors Achievement Award :** Staff and KAB continue to coordinate with TxDOT on identifying and starting renderings for use of the GCAA funds.
3. **Box Wraps:** Artwork submissions received and being presented to Council for approval.

GRANTS

1. **TPWD Non-Urban Outdoor Grant** - Abigail Arias Park (50/50 match funded by 2024 ABLC Bond): Director has submitted necessary progress reports as project moves through design development. 60% Construction Documents were sent to TPWD for review to ensure the project timeline continues as scheduled.
2. **TPWD Non-Urban Indoor Grant** - Angleton Recreation Center (50/50 match funded by 2024 ABLC Bond): Director has submitted a progress report and will provide necessary renovation plans for the Angleton Recreation Center as projects are approved.

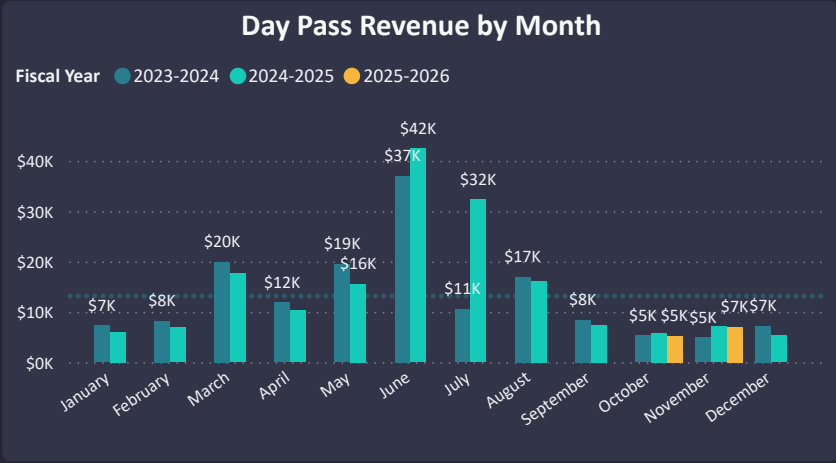
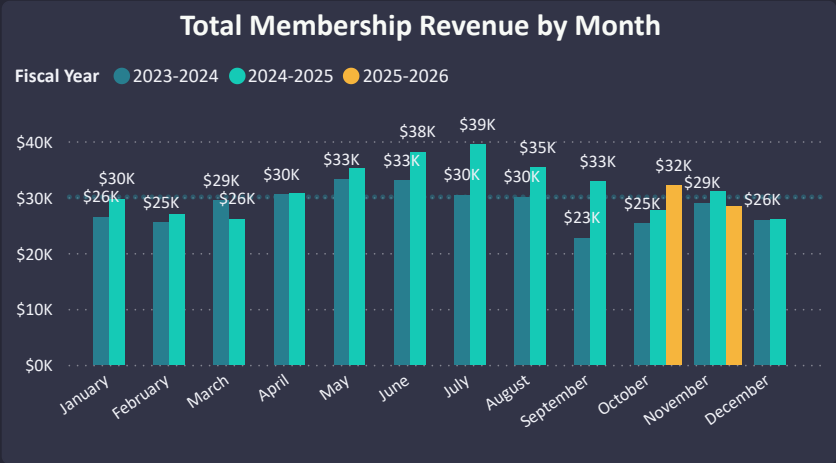
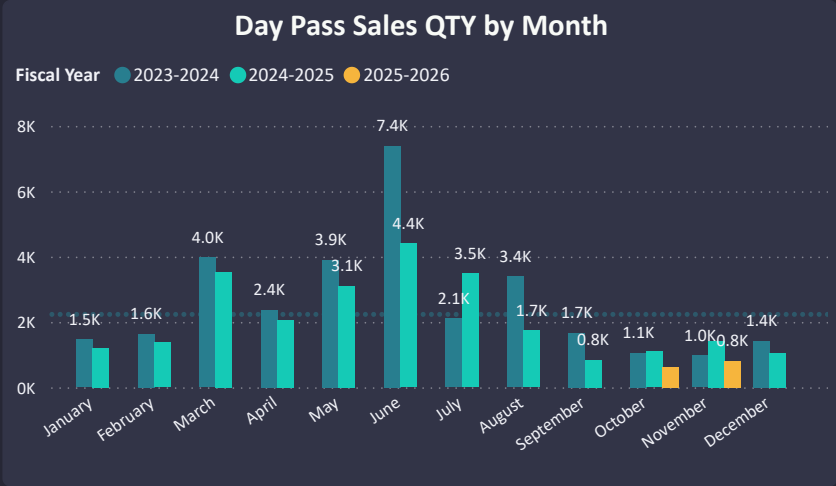
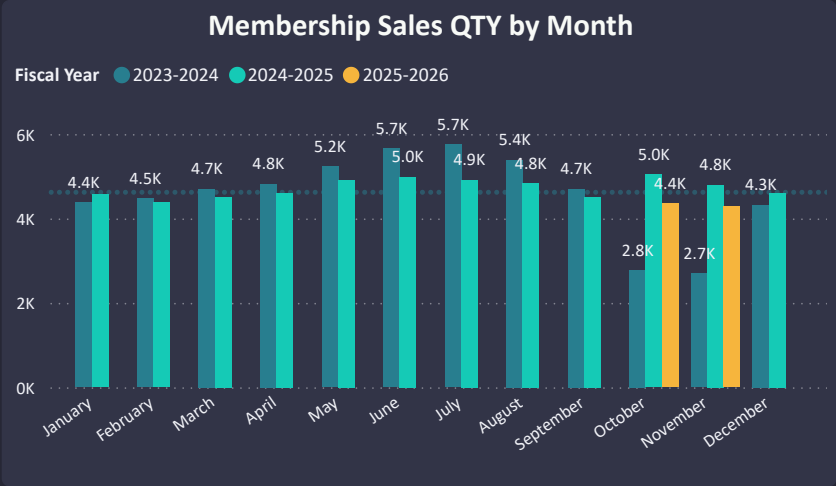


ARC Membership & Day Pass Performance

Select Fiscal Year

☐ 2023-2024

☐ 2024-2025





ARC Membership & Day Pass Performance

Select Fiscal Year

- ☐ 2023-2024
- ☐ 2024-2025

Membership Revenue by Month			
Month	2023-2024	2024-2025	2025-2026
January	\$26,422	\$29,666	
February	\$25,417	\$26,882	
March	\$29,385	\$26,099	
April	\$30,497	\$30,678	
May	\$33,180	\$35,220.5	
June	\$32,970	\$38,085.5	
July	\$30,383	\$39,409.08	
August	\$30,055	\$35,283	
September	\$22,661	\$32,785	
October	\$25,251.5	\$27,679	\$32,080
November	\$28,968.36	\$31,066	\$28,329
December	\$25,884	\$26,089	
Total	\$341,073.86	\$378,942.08	\$60,409

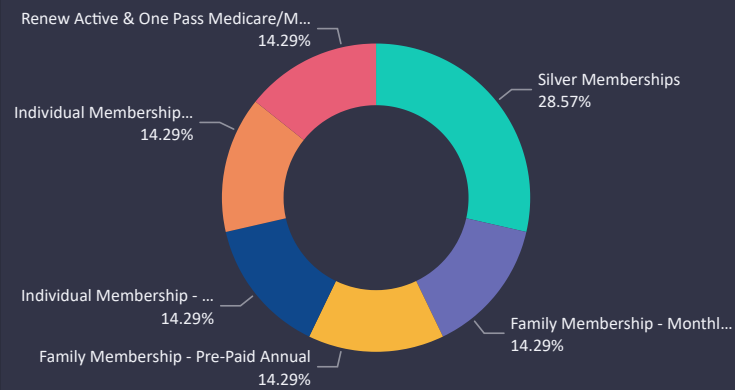
Day Pass Revenue by Month			
Month	2023-2024	2024-2025	2025-2026
January	\$7,310	\$5,970	
February	\$8,190	\$6,855	
March	\$19,880	\$17,625	
April	\$11,805	\$10,293	
May	\$19,465	\$15,505	
June	\$36,985	\$42,385	
July	\$10,525	\$32,315	
August	\$16,930	\$16,115	
September	\$8,380	\$7,395	
October	\$5,305	\$5,795	\$5,165
November	\$4,850	\$7,040	\$7,000
December	\$7,185	\$5,245	
Total	\$156,810	\$172,538	\$12,165



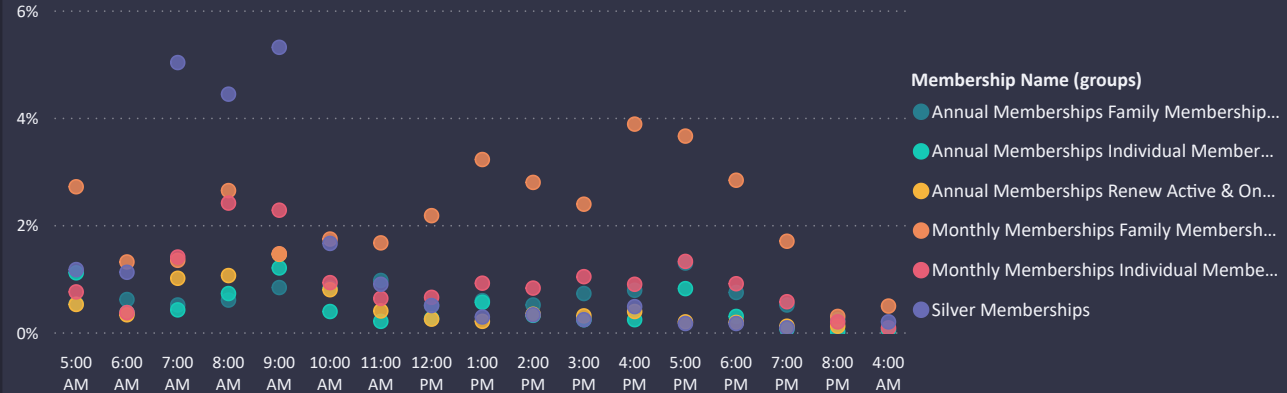
ARC Attendance

Select Fiscal Year
☐ 2025-2026

Distribution of Membership Account Types



ARC Membership Check-Ins by Time of Day



Membership Sales Info.

693
Total Households

1224
Transaction QTY.

\$60,409
Total FY Revenue

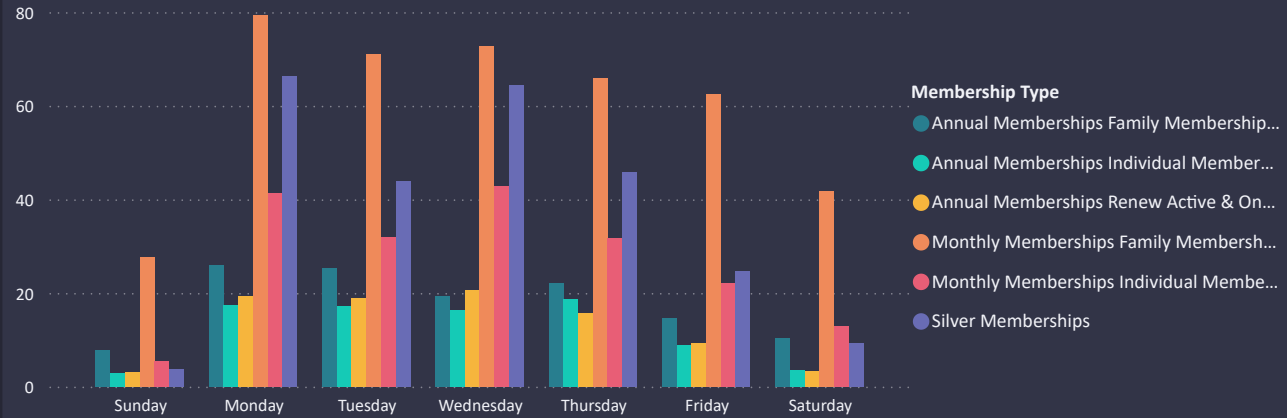
Membership Usage Info.

9848
Total Member Visits

1174
Unique Member Visits

8.39
Average Visits per Individual

ARC Average Membership Check-Ins by Day of the Week

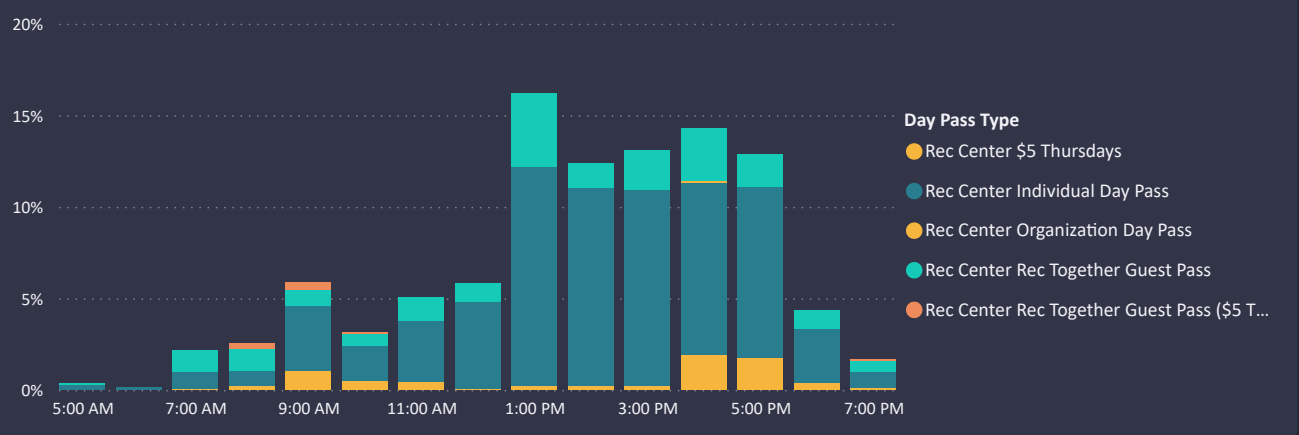




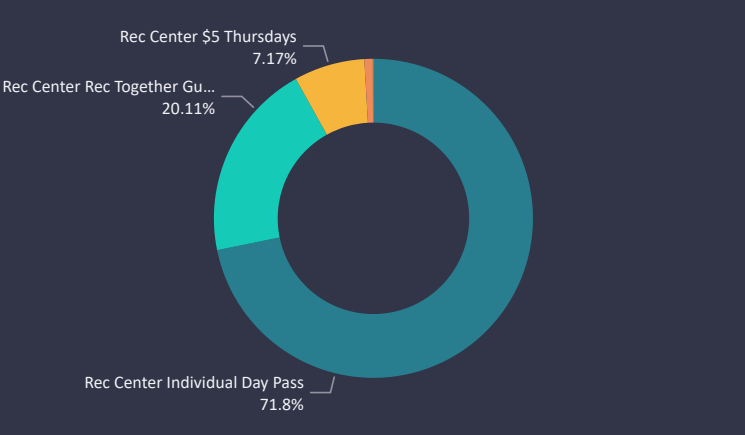
ARC Day Pass Sales

Select Fiscal Year
☐ 2025-2026

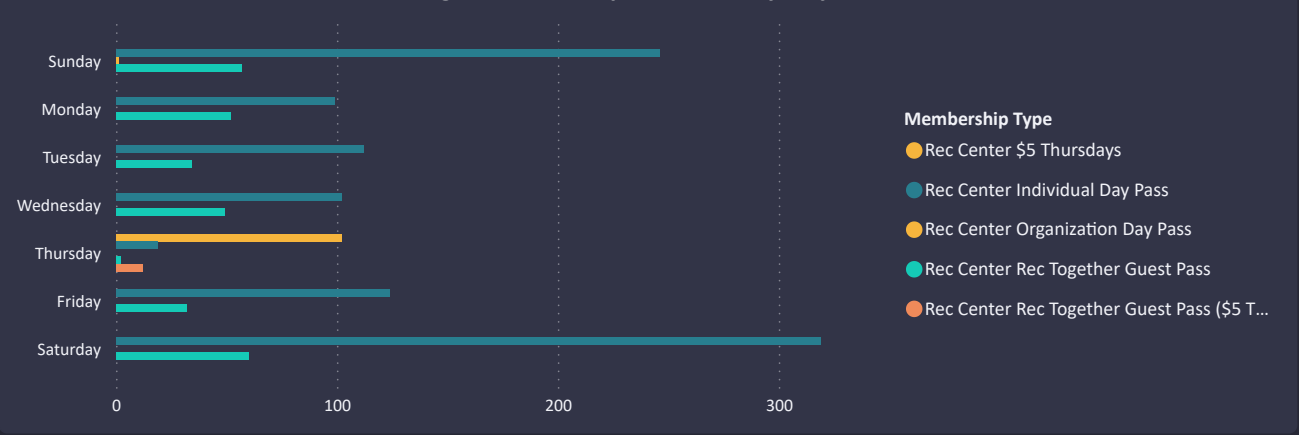
Day Pass Sales by Time of Day and Category



Quantity by Day Pass Type



ARC Average Membership Check-Ins by Day of the Week



Day Pass Sales Info.

1422

Quantity

547

Count of User

\$12,165

Total

Day Pass Revenue by Day

Day Name	Total
Sunday	\$2,745
Monday	\$1,250
Tuesday	\$1,290
Wednesday	\$1,265
Thursday	\$725
Friday	\$1,400
Saturday	\$3,490
Total	\$12,165



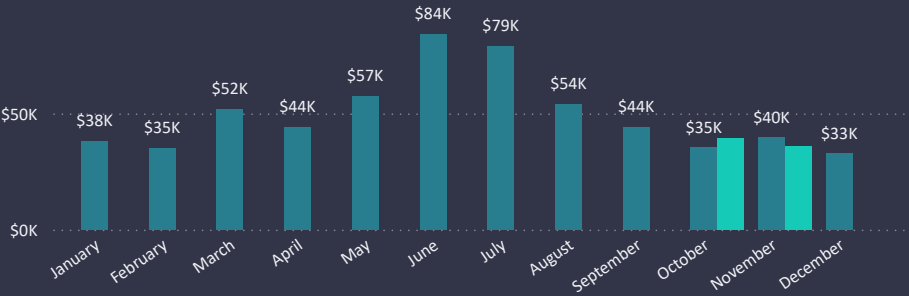
ARC Revenue Performance

Select Fiscal Year

- ☐ 2024-2025
- ☐ 2025-2026

Total Angleton Recreation Center Revenue

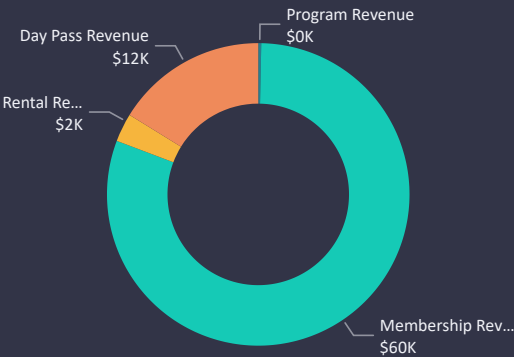
Fiscal Year



FY 25-26 ARC Total & Goal

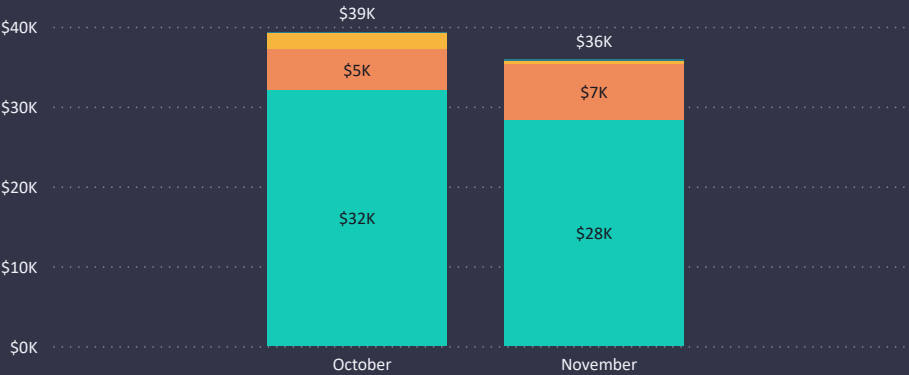
\$75,099
Goal: \$557,292

Revenue Breakdown



Revenue by Category

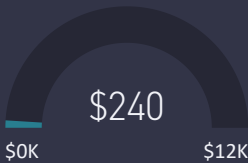
Total Revenue (Membership) Daily Entry Fee Room Rental Fees Total Revenue (ARC Programs)



Membership Revenue



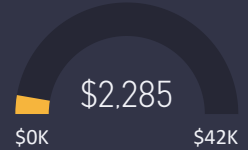
Program Revenue



Day Pass Revenue



Rental Revenue





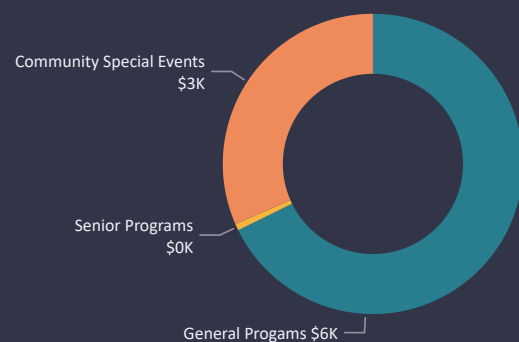
Recreation Division Revenue Performance

Select Fiscal Year

☐ 2024-2025

☐ 2025-2026

Sales Revenue Breakdown

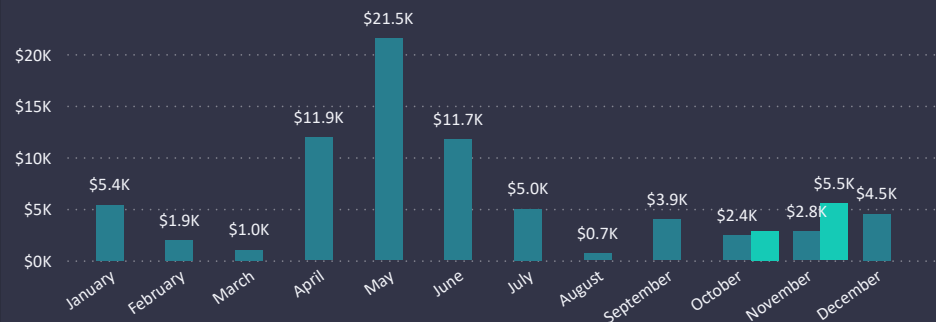


FY 25-26 Recreation Total & Goal

\$8,341
Goal: \$82,752

Recreation Monthly Revenue Totals

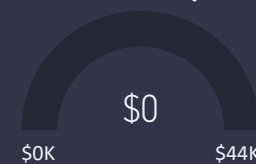
Fiscal Year ■ 2024-2025 ■ 2025-2026



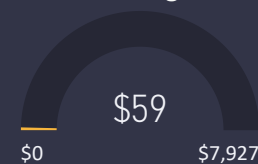
General Programs



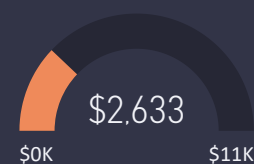
Youth Camps



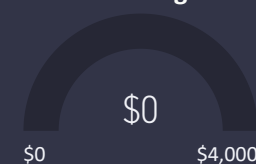
Senior Programs



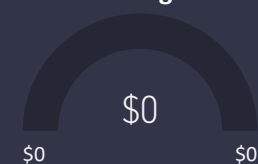
Events



Father Daughter



Misc. Programs



PUBLIC WORKS

Public Works

November 2025

PRIORITY PROJECTS

1. **Lift Station #8 Sanitary Sewer Rehabilitation:** Pre-construction meeting was held on 11/18/25. The Notice to Proceed was given with a project start date of January 5th, 2026.
2. **Lift Station #24 Sanitary Sewer Rehabilitation:** Contract was approved by council in November. We are awaiting the contract documents back from the contractor for scheduling a pre-construction meeting.
3. **WWTP Improvements:** Staff have worked with a contractor to get initial pricing on the project. Staff are also engaging city engineers to get their cost estimates on the project.
4. **Meter Exchange Project:** We are nearing the end ¾" meter exchanges. We are meeting with Aqua-Metric to deal with meters that are requiring assistance. Then we will be proceeding into the larger meter phase.
5. **Texian Trail Drainage Project:** Punchlist items have been completed. The project will be closed as soon as the contractor satisfies the resident at 45 Texian Trail.
6. **Street Bond Package III (Parish/Sliver Saddle):** Bid opening for this project will occur on December 2nd.
7. **Brazoria County Overlays (Interlocal) 24-25FY:** Henderson Road and Western Avenue were selected for the 25-26FY projects. We are still awaiting confirmation on the start date of the 24-25FY projects.
8. **288B Utility Improvements:** After meeting again with TXDOT about the comments and questions we are now moving forward to their 60% design.
9. **Lead Service Line Inventory:** the PIF sent to TWDB for funding on the replacements was received by the state. TWDB is currently waiting for the allotment from EPA.

MONTHLY REPORT TOPICS

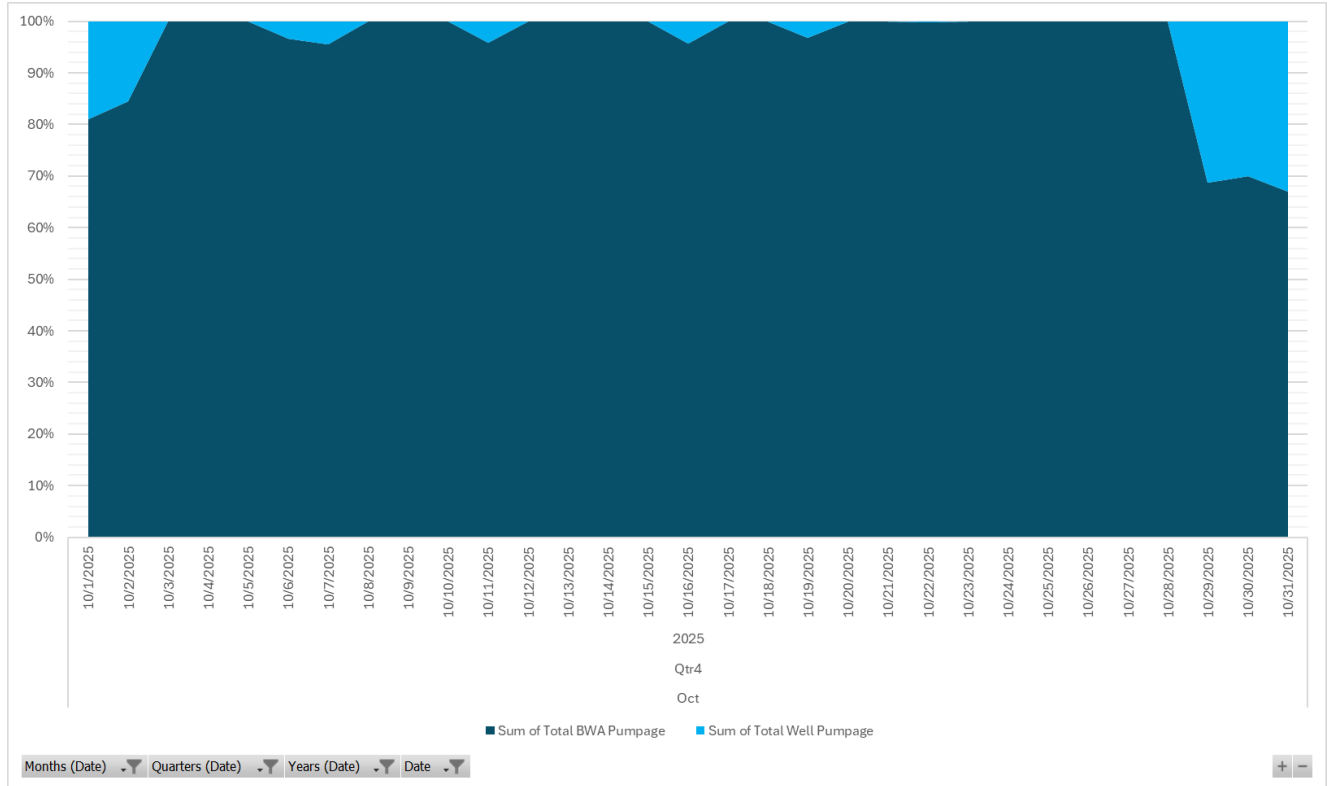
- **Equipment** –The backhoe still has a balance of \$20,417.62 to finish repairs. This will not be repaired in the 25-26 fiscal year. Gradall down again as of 5/13/25. The cost to fix the gradall is \$16,496.08. The new Gradall is actively working week to week. The sweeper and Vactor truck are back in service. Patch truck is still slated to be delivered this month.
- **Drainage** – The entire street of Kadera was completed in November. This was a total of 1800 linear feet of ditches re-graded, and 12 total culverts cleaned out. We will begin work on Hospital Drive next, and then Ramona St after.
- **Water Treatment** - In the month of November our water operations staff distributed 60,143,000 gallons of water. The daily average flow was 2.005 MGD. The highest use day was November 22nd at 2.779 MG. Overall we utilized 61.1% of the BWA contract water this month. The water production was 70.03% BWA water, with the remainder being well water

for the month. Once mixer is delivered, it will be installed in the tank. There is also a chlorine conversion beginning on December 8th and will end on December 29th.

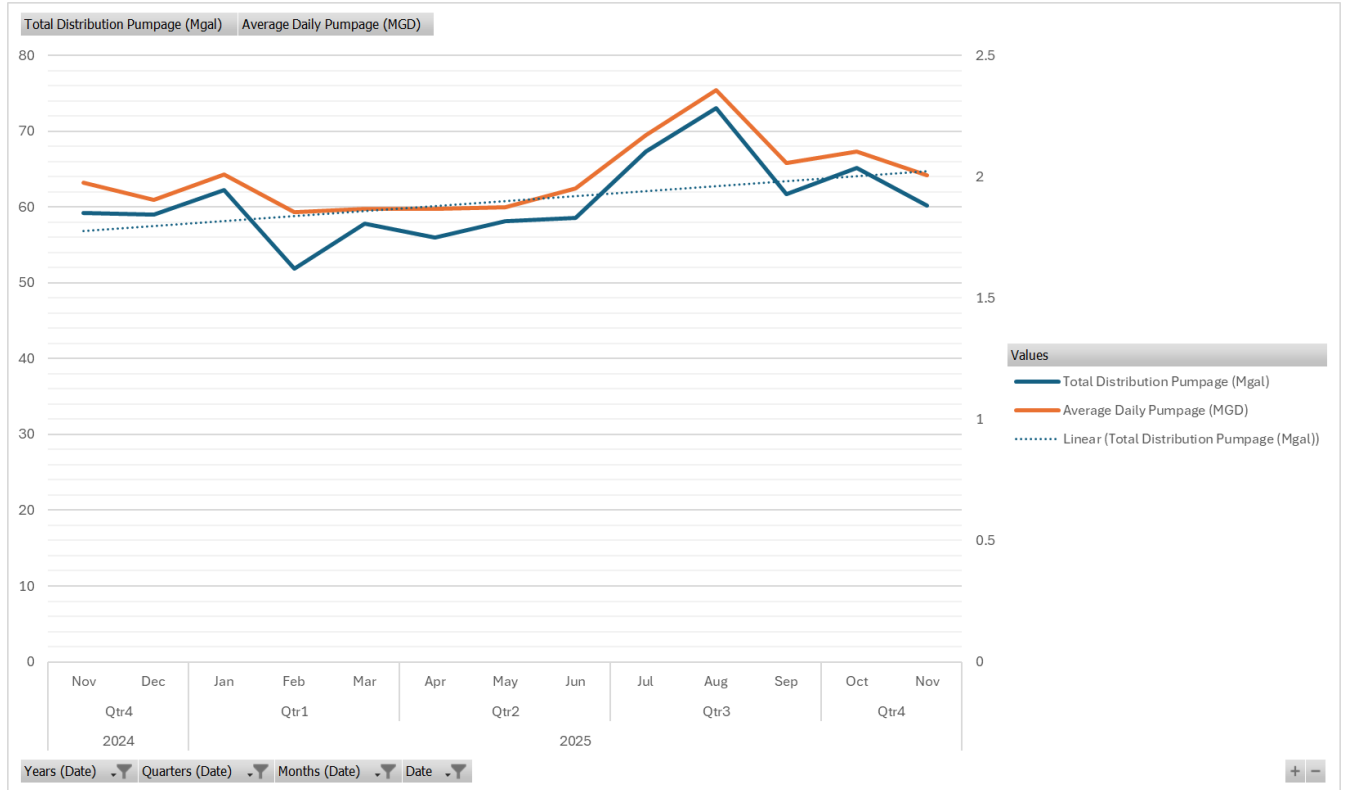
- **Wastewater Treatment Plant** - This month our wastewater treatment plant staff treated 39,271,530 gallons of wastewater. The daily average flow was 1.309 MGD. The total rainfall for the month was 1.25". The highest flow was recorded on November 25th, at 1.583 MG. This occurred during a small 0.20" rainfall we received the same day.
- **Work Orders** – For the entire month of November we received 86 Public Works related work orders. Of these work orders 48 were completed. This puts us at a completion percentage rate of about 56% for this month. There were also 61 back logged work orders completed, putting PW at 109 work orders completed in November. The average turnaround time for work orders over the past year has been approximately 28 days. Our oldest 3 work orders are:
 - Street Repair at Ketchum Ct – 1/12/2023
 - Hydrant Replacement at 725 Cahill Road – 02/09/2023
 - Solar Street Light Request at Shannon St – 09/18/2023
- In total there have been 18,492 work orders entered into iWorQ. Of these, 17,809 have been completed to date. This gives an overall completion of approximately 96% across the city.

Type of Work	Received	Resolved
Water Leaks/Issues	37	44
Sewer Issues	13	12
Streets/Drainage Issues	4	22
Trees Trimming	2	1
Water Taps	13	1
Sewer Taps	13	24
Street Sweeping	0	0
Signage/Lighting	4	5
Total	86	109

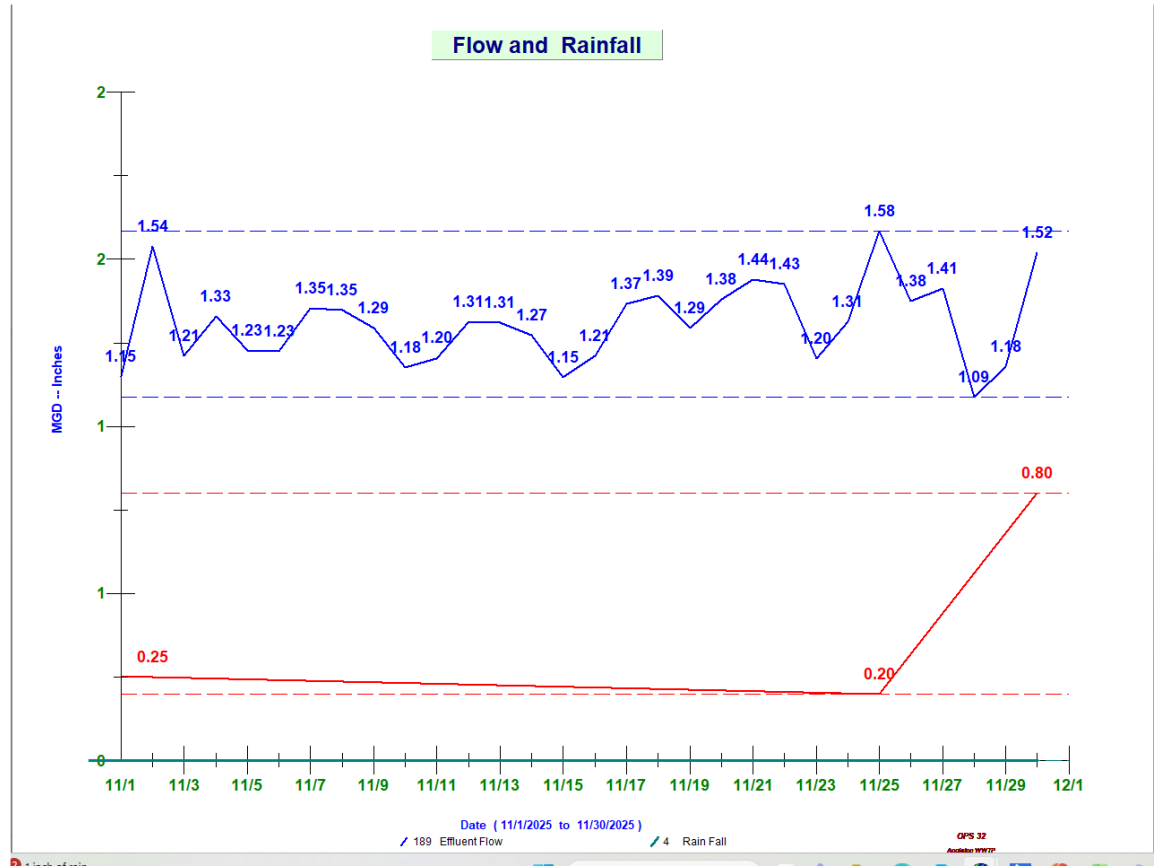
Water - October 2025 Source Water Utilization



Water – Monthly Distribution, 12 Months



Rainfall vs Flow – WWTP October 2025



UTILITY BILLING

2025 OCTOBER

ACCOUNTS	ACTIVE	DISCONNECTED	FINALED	INACTIVE	GRAND TOTAL
TOTAL #	7878	158	3053	25504	36593
ARREARS	\$ 247,407.58	\$ 21,722.96	\$ 790,359.17	\$ 153.88	\$ 1,059,643.59
CURRENT	\$ 1,427,136.62	\$ 6,934.37			\$ 1,434,070.99
BALANCE	\$ 1,674,544.20	\$ 28,657.33	\$ 790,359.17	\$ 153.88	\$ 2,493,714.58

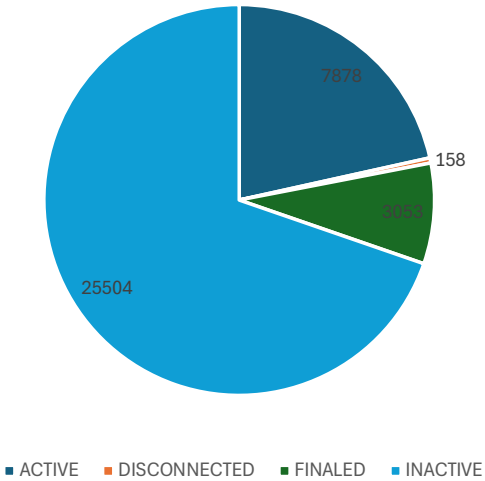
CALCULATION SUMMARY

TOTAL CHARGES	\$ 1,438,495.99
DEPOSIT RETURNS	
TOTAL CURRENT	\$ 1,438,495.99

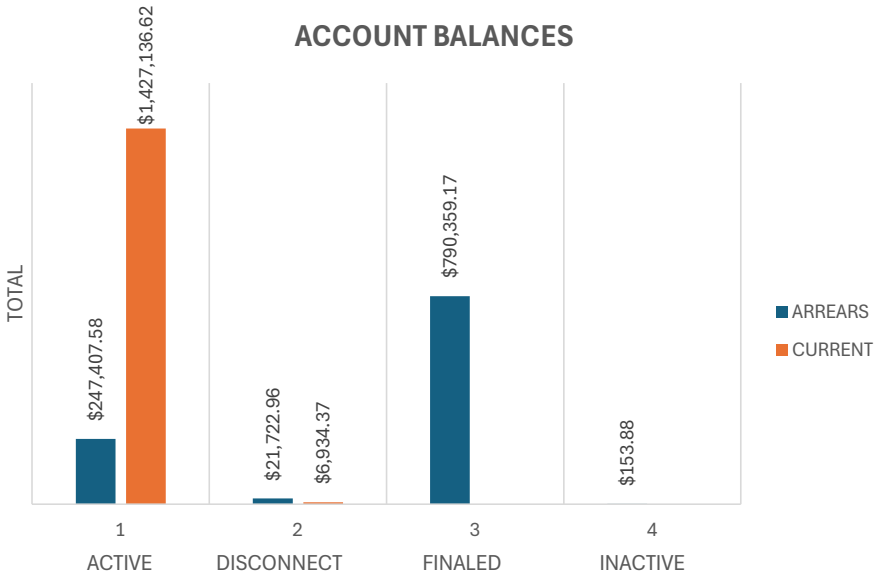
ACTIVE ACCOUNT RECONCILIATION

NEW ACCOUNTS	134
DISCONNECT-NO TRANSFER	148
DISCONNECT-TRANSFER	10

OF ACCOUNTS



ACCOUNT BALANCES



2025 NOVEMBER

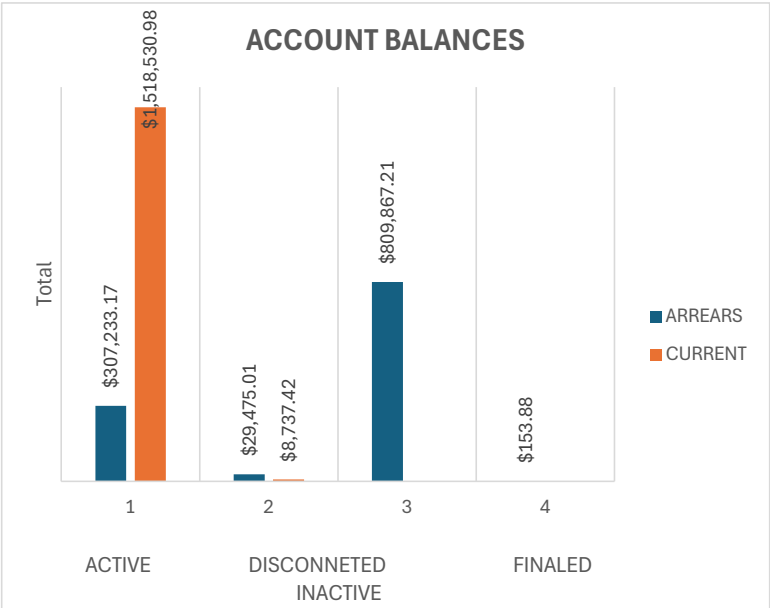
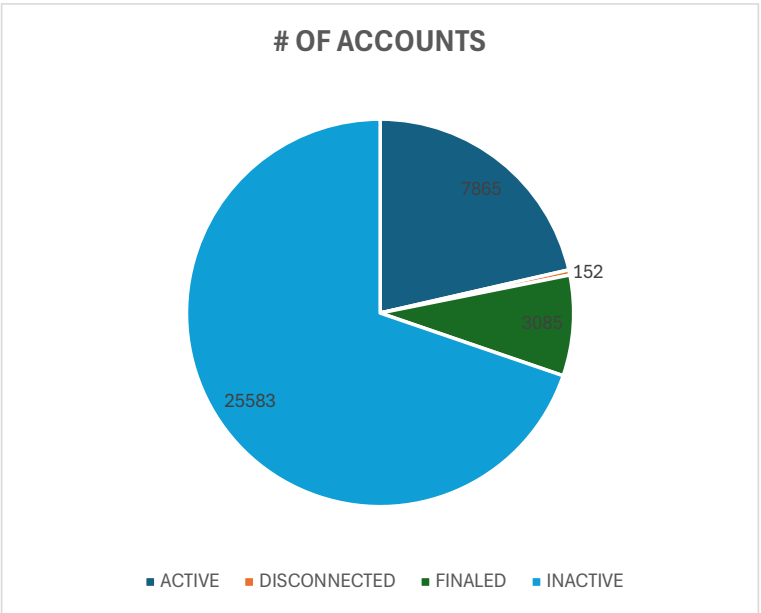
ACCOUNTS	ACTIVE	DISCONNECTED	FINALED	INACTIVE	GRAND TOTAL
TOTAL #	7865	152	3085	25583	36685
ARREARS	\$ 307,233.17	\$ 29,475.01	\$ 809,867.21	\$ 153.88	\$ 1,146,729.27
CURRENT	\$ 1,518,530.98	\$ 8,737.42			\$ 1,527,268.40
BALANCE	\$ 1,825,764.15	\$ 38,212.43	\$ 809,867.21	\$ 153.88	\$ 2,673,997.67

CALCULATION SUMMARY

TOTAL CHARGES	\$ 1,536,068.40
DEPOSIT RETURNS	\$ (8,800.00)
TOTAL CURRENT	\$ 1,527,268.40

ACTIVE ACCOUNT RECONCILIATION

NEW ACCOUNTS	100
DISCONNECT-NO TRANSFER	144
DISCONNECT-TRANSFER	8



2025 SEPTEMBER

ACCOUNTS	ACTIVE	DISCONNECTED	FINALED	INACTIVE	GRAND TOTAL
TOTAL #	7861	151	3011	25443	36466
ARREARS	\$ 336,464.76	\$ 18,782.67	\$ 777,133.48	\$ 153.88	\$ 1,132,534.79
CURRENT	\$ 1,306,518.26	\$ 7,409.23			\$ 1,313,927.49
BALANCE	\$ 1,642,983.02	\$ 26,191.90	\$ 777,133.48	\$ 153.88	\$ 2,446,462.28

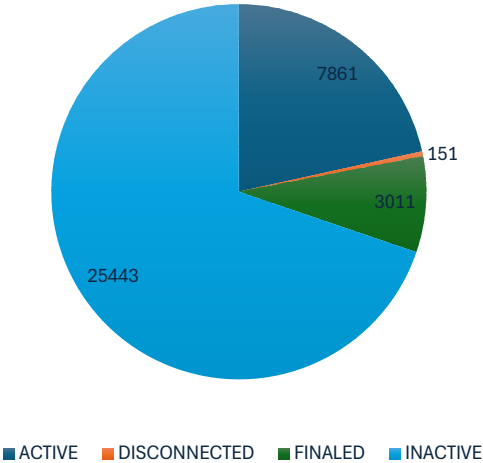
CALCULATION SUMMARY

TOTAL CHARGES	\$ 1,318,257.49
DEPOSIT RETURNS	\$ (4,330.00)
TOTAL CURRENT	\$ 1,313,927.49

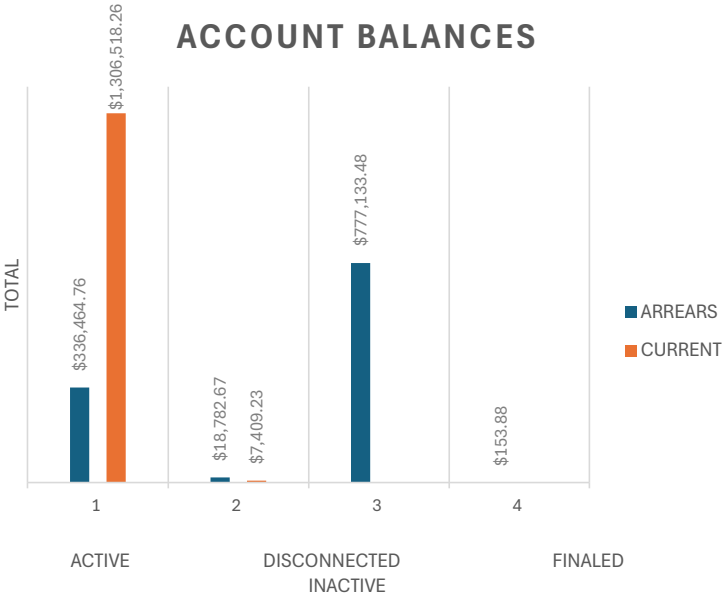
ACTIVE ACCOUNT RECONCILIATION

NEW ACCOUNTS	116
DISCONNECT-NO TRANSFER	143
DISCONNECT-TRANSFER	8

OF ACCOUNTS



ACCOUNT BALANCES



2025 OCTOBER

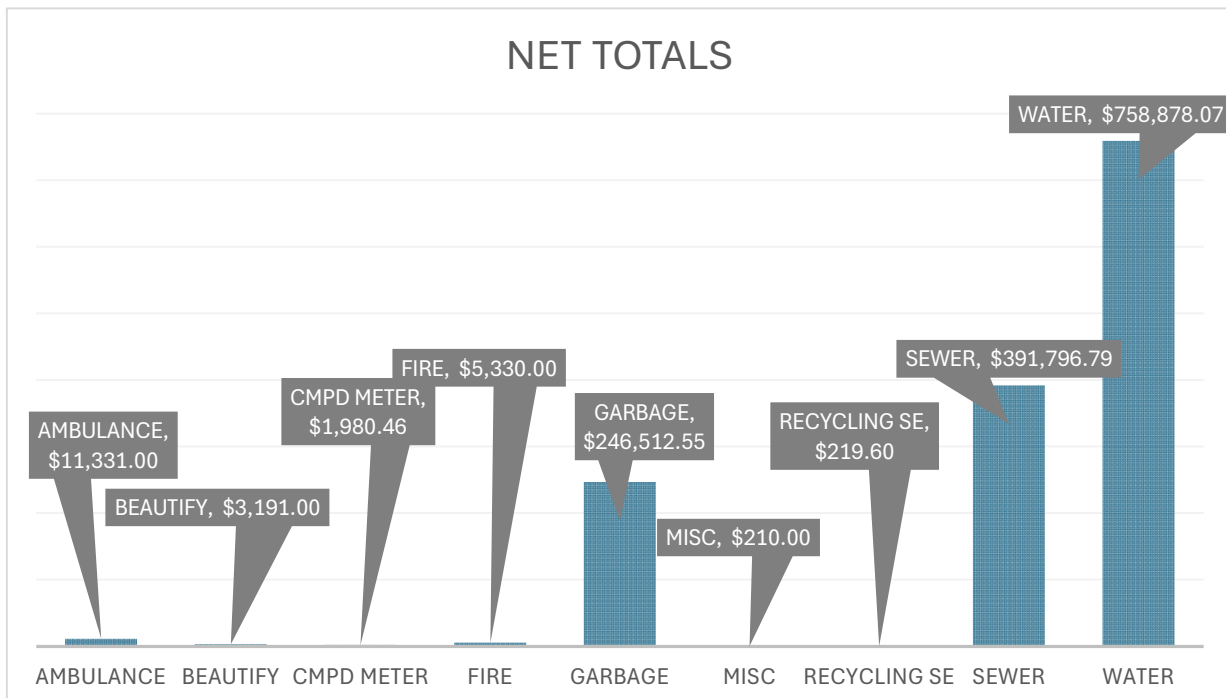
SERVICE CATEGORY TOTALS

CATEGORY	NUMBER	TOTAL NET	TOTAL TAX	TAXABLE
AMBULANCE	2518	\$ 11,331.00		
BEAUTIFY	3192	\$ 3,191.00		
CMPD METER	11	\$ 1,980.46		
FIRE	2665	\$ 5,330.00		
GARBAGE	7365	\$ 246,512.55	\$ 19,033.39	\$ 230,948.04
MISC	9	\$ 210.00		
RECYCLING SE	18	\$ 219.60	\$ 13.13	\$ 158.60
SEWER	7475	\$ 391,796.79		
WATER	7867	\$ 758,878.07		
TOTALS		\$ 1,419,449.47	\$ 19,046.52	\$ 231,106.64

CONSUMPTION

BILLED	UNBILLED	TOTAL
2442.00		6054.00
496070.00		496070.00
564437.00	658.00	561483.00

NET TOTALS



2025 NOVEMBER

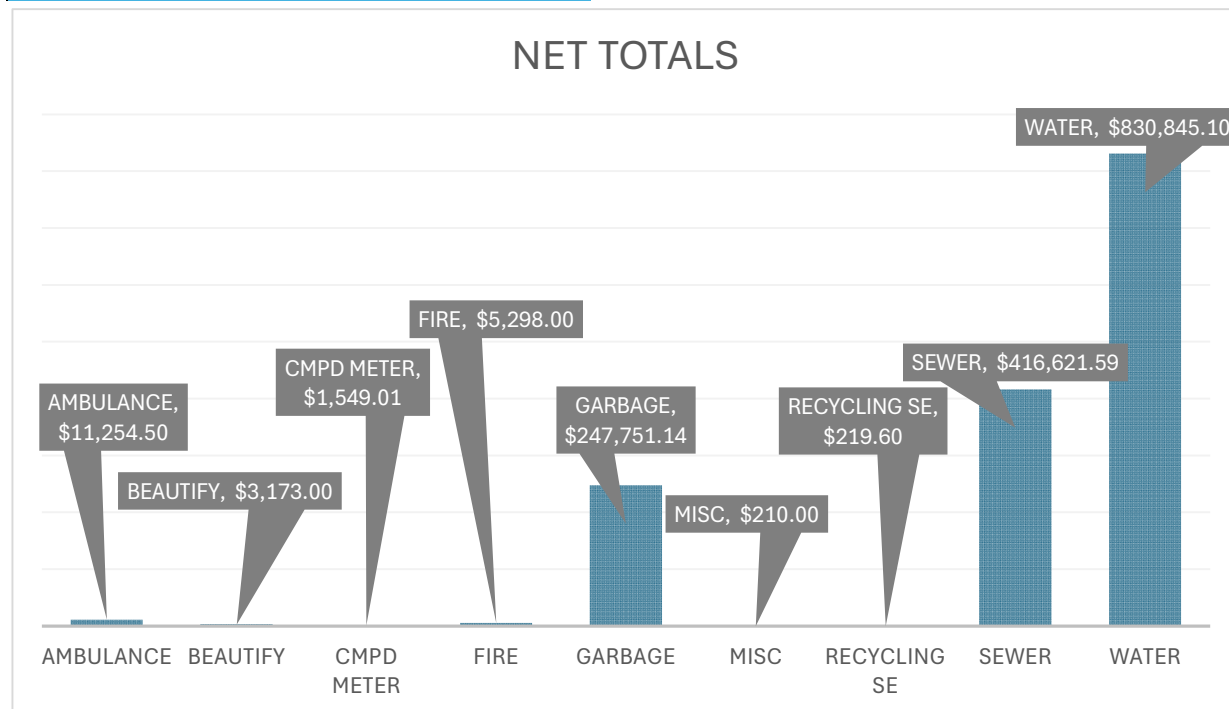
SERVICE CATEGORY TOTALS

CATEGORY	NUMBER	TOTAL NET	TOTAL TAX	TAXABLE
AMBULANCE	2501	\$ 11,254.50		
BEAUTIFY	3174	\$ 3,173.00		
CMPD METER	11	\$ 1,549.01		
FIRE	2649	\$ 5,298.00		
GARBAGE	7369	\$ 247,751.14	\$ 19,133.33	\$ 232,159.51
MISC	12	\$ 210.00		
RECYCLING SE	18	\$ 219.60	\$ 13.13	\$ 158.60
SEWER	7479	\$ 416,621.59		
WATER	7845	\$ 830,845.10		
TOTALS		\$ 1,516,921.94	\$ 19,146.46	\$ 232,318.11

CONSUMPTION

BILLED	UNBILLED	TOTAL
1910.00		6284.00
542336.00		542336.00
602798.00	754.00	599178.00

NET TOTALS



2025 SEPTEMBER

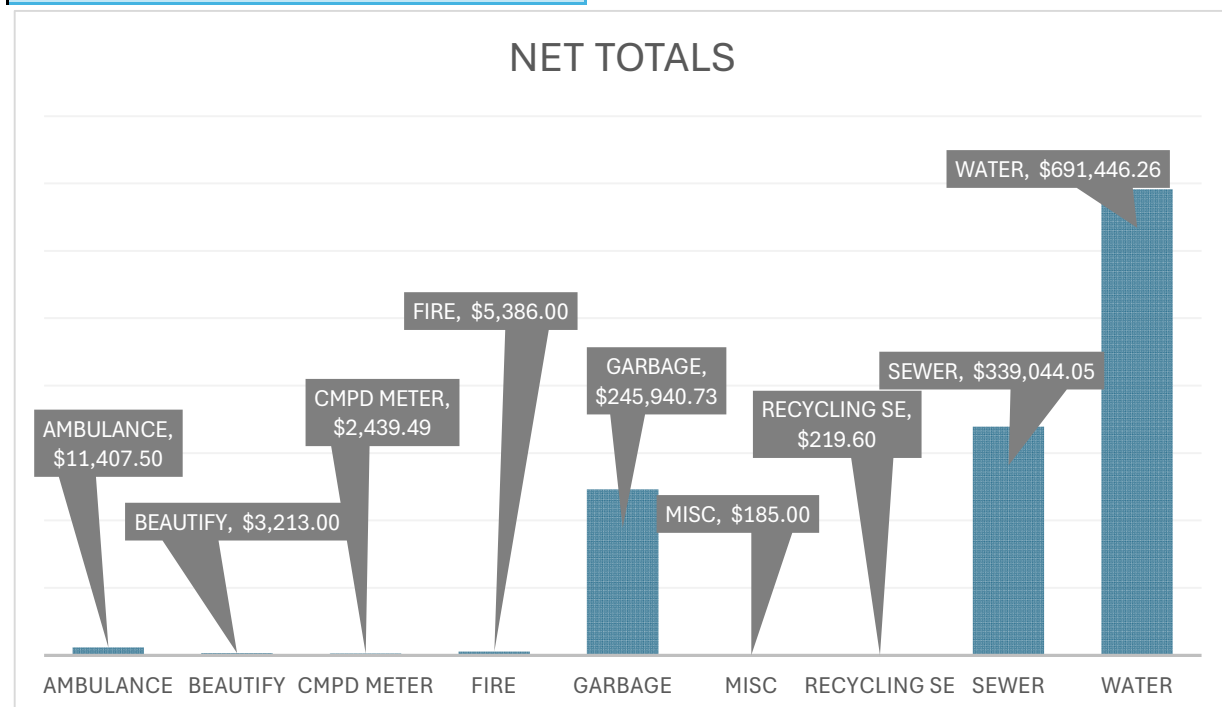
SERVICE CATEGORY TOTALS

CATEGORY	NUMBER	TOTAL NET	TOTAL TAX	TAXABLE
AMBULANCE	2535	\$ 11,407.50		
BEAUTIFY	3214	\$ 3,213.00		
CMPD METER	11	\$ 2,439.49		
FIRE	2680	\$ 5,386.00		
GARBAGE	7351	\$ 245,940.73	\$ 18,988.73	\$ 230,406.32
MISC	11	\$ 185.00		
RECYCLING SE	18	\$ 219.60	\$ 13.13	\$ 158.60
SEWER	7454	\$ 339,044.05		
WATER	7841	\$ 691,446.26		
TOTALS		\$ 1,299,281.63	\$ 19,001.86	\$ 230,564.92

CONSUMPTION

BILLED	UNBILLED	TOTAL
3008.00		5484.00
472462.00		472462.00
535260.00	815.00	535599.00

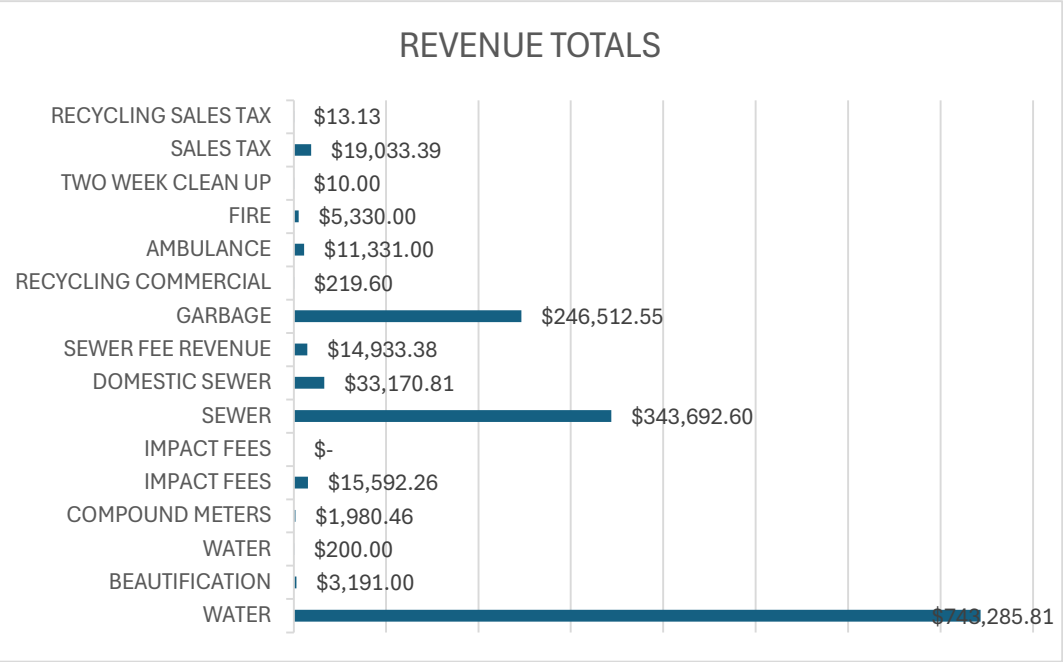
NET TOTALS



2025 OCTOBER

REVENUE CODE TOTALS

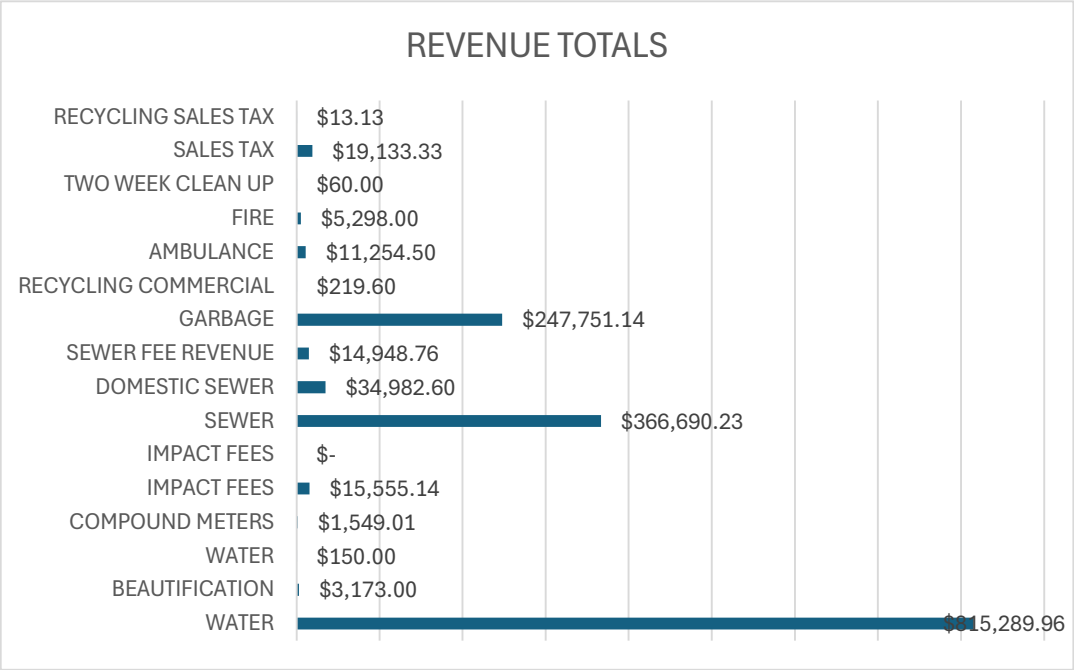
SVC	R/C	DESCRIPTION	AMOUNT
SVC	100	WATER	\$ 743,285.81
	101	BEAUTIFICATION	\$ 3,191.00
	102	WATER	\$ 200.00
	103	COMPOUND METERS	\$ 1,980.46
	105	IMPACT FEES	\$ 15,592.26
	106	IMPACT FEES	\$ -
	200	SEWER	\$ 343,692.60
	201	DOMESTIC SEWER	\$ 33,170.81
	205	SEWER FEE REVENUE	\$ 14,933.38
	300	GARBAGE	\$ 246,512.55
	305	RECYCLING COMMERCIAL	\$ 219.60
	500	AMBULANCE	\$ 11,331.00
	600	FIRE	\$ 5,330.00
	761	TWO WEEK CLEAN UP	\$ 10.00
TAX	400	SALES TAX	\$ 19,033.39
	405	RECYCLING SALES TAX	\$ 13.13
	R/C TOTALS		\$ 1,438,495.99



2025 NOVEMBER

REVENUE CODE TOTALS

SVC	R/C	DESCRIPTION	AMOUNT
SVC	100	WATER	\$ 815,289.96
	101	BEAUTIFICATION	\$ 3,173.00
	102	WATER	\$ 150.00
	103	COMPOUND METERS	\$ 1,549.01
	105	IMPACT FEES	\$ 15,555.14
	106	IMPACT FEES	\$ -
	200	SEWER	\$ 366,690.23
	201	DOMESTIC SEWER	\$ 34,982.60
	205	SEWER FEE REVENUE	\$ 14,948.76
	300	GARBAGE	\$ 247,751.14
	305	RECYCLING COMMERCIAL	\$ 219.60
	500	AMBULANCE	\$ 11,254.50
	600	FIRE	\$ 5,298.00
	761	TWO WEEK CLEAN UP	\$ 60.00
TAX	400	SALES TAX	\$ 19,133.33
	405	RECYCLING SALES TAX	\$ 13.13
	R/C TOTALS		1536.068.40



2025 SEPTEMBER

REVENUE CODE TOTALS

SVC	R/C	DESCRIPTION	AMOUNT
SVC	100	WATER	\$ 675,902.55
	101	BEAUTIFICATION	\$ 3,213.00
	102	WATER	\$ 125.00
	103	COMPOUND METERS	\$ 2,439.49
	105	IMPACT FEES	\$ 15,543.71
	106	IMPACT FEES	\$ -
	200	SEWER	\$ 291,680.46
	201	DOMESTIC SEWER	\$ 32,470.20
	205	SEWER FEE REVENUE	\$ 14,893.39
	300	GARBAGE	\$ 245,940.73
	305	RECYCLING COMMERCIAL	\$ 219.60
	500	AMBULANCE	\$ 11,407.50
	600	FIRE	\$ 5,360.00
	761	TWO WEEK CLEAN UP	\$ 60.00
TAX	400	SALES TAX	\$ 18,988.73
	405	RECYCLING SALES TAX	\$ 13.13
	R/C TOTALS		\$ 1,318,257.49

