



Mayor | John Wright  
Mayor Pro-Tem | Travis Townsend  
Council Members | Cecil Booth, Christiene Daniel, Terry Roberts, Tanner Sartin  
City Manager | Chris Whittaker  
City Secretary | Michelle Perez

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, JANUARY 9, 2024, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

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

#### PLEDGE OF ALLEGIANCE

#### INVOCATION

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

#### CEREMONIAL PRESENTATIONS

- [1.](#) Presentation of employee service awards.
- [2.](#) Presentation of Texas Recreation and Parks Society (East Region) Parks Professional of the Year award.
- [3.](#) Presentation of Texas Recreation and Parks Society (East Region) Innovation in Park & Recreation Facility Development award for Lakeside Park.

#### CONSENT AGENDA

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

4. Discussion and possible action on approving an interlocal agreement with Brazoria County for the installation of a gas line and meter for heat in the Hall of Exhibits at the Brazoria County Fairgrounds.

## REGULAR AGENDA

5. Update, discussion and possible action on the Animal Control Facility by McClemore Luong Architects.
6. Discussion and possible action on approving Ordinance No. 20240109-006 amending the garbage and refuse rate tables in the fee schedule in the consolidated schedule of fees of the code of ordinances of the City of Angleton; revising and providing for an increase in the rates to be charged for solid waste collection by the City of Angleton; providing for repeal of conflicting ordinances; providing a severability clause; providing for an open meetings clause; providing a penalty; and providing an effective date.
7. Discussion and possible action on writing off utility accounts that are 3 years or more past due.
8. Discussion and possible action on extending the due date on water bills to 30 days.
9. Discussion and possible action on approving Aqua Metric to complete the final exchange of water meters for the Meter Exchange Project.
10. Discussion and possible action on approving funding for HDR, Inc. to perform a Henderson right-of-way alignment for the Henderson Roadway Project.
11. Discussion and possible action on approving HDR, Inc. to begin an Impact Fee Study upon completion of the Utility Master Plan.

## EXECUTIVE SESSION

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

12. Discussion and possible action on Deliberation regarding Consultation with Attorney regarding contemplated litigation, pursuant to Section 551.071 of the Texas Local Government Code. (Case No. D-1-GN-23-007785; The City of Grand Prairie Texas v. The State of Texas)

## OPEN SESSION

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

## ADJOURNMENT

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

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

## **CERTIFICATION**

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, [www.angleton.tx.us](http://www.angleton.tx.us), in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, January 5, 2024, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez

Michelle Perez, TRMC  
City Secretary

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



# AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** January 9, 2024  
**PREPARED BY:** Colleen Martin, Director of Human Resources  
**AGENDA CONTENT:** Presentation of employee service awards.  
**AGENDA ITEM SECTION:** Ceremonial Presentation

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**BUDGETED AMOUNT:** **FUNDS REQUESTED:**

**FUND:**

**EXECUTIVE SUMMARY:**

Presentation of employee service awards to Olga Flores, Terry Harris, Kenneth Reams, and Juan Serna all for 20 years of service to the City of Angleton.

**RECOMMENDATION:**

Presentation of Service Award.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 1/9/2024

**PREPARED BY:** Megan Mainer, Director of Parks & Recreation

**AGENDA CONTENT:** Presentation of Texas Recreation and Parks Society (East Region) Parks Professional of the Year award.

**AGENDA ITEM SECTION:** Ceremonial Presentation

**BUDGETED AMOUNT:** NA

**FUNDS REQUESTED:** NA

**FUND:** NA

### EXECUTIVE SUMMARY:

Megan Mainer, Director of Parks & Recreation, nominated Stewart Crouch for the Texas Recreation and Parks Society (East Region) Parks Professional of the Year award for his outstanding contributions to the Angleton Parks & Recreation Department, community, and the overall profession.

Stewart has consistently demonstrated outstanding leadership skills in his role at the City of Angleton. His ability to lead and motivate staff, execute projects with ease, and implement cost-saving standards has been remarkable. Stewart demonstrates an exceptional ability to plan, execute, and manage diverse projects simultaneously within the parks sector. He is, also, proficient in identifying project requirements, setting achievable goals, and effectively utilizing resources that have been instrumental in the successful completion of numerous projects. Stewart has a keen eye for efficiency and cost-saving opportunities without compromising the quality and integrity of his work. Please help me recognize his achievements with our department by presenting him with the Texas Recreation and Parks Society (East Region) Parks Professional of the Year award.

### RECOMMENDATION:

Presentation of Texas Recreation and Parks Society (East Region) Parks Professional of the Year award.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 1/9/2024

**PREPARED BY:** Megan Mainer, Director of Parks & Recreation

**AGENDA CONTENT:** Presentation of Texas Recreation and Parks Society (East Region) Innovation in Park & Recreation Facility Development award for Lakeside Park.

**AGENDA ITEM SECTION:** Ceremonial Presentation

**BUDGETED AMOUNT:** NA

**FUNDS REQUESTED:** NA

**FUND:** NA

### EXECUTIVE SUMMARY:

Megan Mainer, Director of Parks & Recreation, nominated the City of Angleton Parks & Recreation Department for the Texas Recreation and Parks Society (East Region) Innovation in Park & Recreation Facility Development award for Lakeside Park.

The development of Lakeside Park was an innovative concept from the start. Before the development of Lakeside Park, Angleton Drainage District used the parcel of land for regional detention and the pond feature continues to function in the same way today. Often, municipalities acquire parkland and develop a park that meets the needs of the community. Angleton took a different approach and partnered with the Angleton Drainage District to develop a park around an existing regional detention pond. Additionally, the land conveyance from Angleton Drainage District served as the matching portion for the Texas Parks & Wildlife Department's Local Park Grant which Angleton was awarded.

Angleton staff and contracted landscape architects flexed their creativity during the preliminary design phase of the multipurpose pavilion. City boards and stakeholders expressed the need for a large pavilion that could be used for reunions and events. Several concepts were presented but the community ultimately chose an incredibly versatile design. The final design is like a dogtrot where restroom facilities, concessions, mechanical, and storage are located on the north and south sides with a breezeway between and two covered pavilion spaces serve as rentable areas on the east and west sides of the pavilion. The pavilion was designed with a cantilevered deck overlooking the pond amenity with access to the kayak deck, and the opposite covered pavilion is designed as a stage that overlooks an open lawn and a playground area. The two spaces can be separated by floor-to-ceiling barn-style doors. The versatility of the pavilion has allowed the Parks & Recreation staff to be creative with several rentable options for the public.

Furthermore, the development of Lakeside Park has significantly enhanced the resiliency and sustainability of the area by promoting and maintaining new wildlife ecosystems, conserving biodiversity, and fostering environmental education for Angleton residents and the surrounding community. Native trees, landscape, and butterfly gardens within the park help to absorb carbon dioxide, filter pond water create a healthy habitat for aquatic life, and reduce the overall carbon footprint of the area. Lakeside Park has created various recreational and leisure opportunities that promote a physically and mentally healthy community.

Please help me recognize the Parks & Recreation Department's achievements by presenting the department with the Texas Recreation and Parks Society (East Region) Innovation in Park & Recreation Facility Development award.

**RECOMMENDATION:**

Presentation of Texas Recreation and Parks Society (East Region) Innovation in Park & Recreation Facility Development award for Lakeside Park.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 1/9/2024

**PREPARED BY:** Martha Eighme

**AGENDA CONTENT:** Interlocal Agreement with Brazoria County for Heat in Hall of Exhibits

**AGENDA ITEM SECTION:** Consent

**BUDGETED AMOUNT:** \$4050 ( Event Rental)      **FUNDS REQUESTED:** \$4215 (Quote for Heat)

**FUND:** 04

### EXECUTIVE SUMMARY:

After each Angleton Market Days event we survey our vendors and share the feedback relating to the Fairgrounds with the County Fairgrounds Manager. After having a couple very cold events, and having vendors complain about no heat in the Hall of Exhibits, The Brazoria County Fairgrounds Manager Larry Griffin, contacted Martha Eighme with a quote for running a gas line and meter to the Hall of Exhibits. We began conversations with Brazoria County about an Interlocal Agreement to install the gas line for the needed heat, in exchange for the rental we pay for Angleton Market Days. In December 2023, Commissioners Court approved the Interlocal Agreement to 1. Either construct or contract for the construction of a gas line and meter for the Building and gas line and connection to an air conditioning/heater unit for the Building for the purpose of supplying a gas line, meter and heat to the Building ; and 2. Allow the City rent-free guaranteed access to the Brazoria County Fairgrounds property located at 901 S .Downing Road, Angleton, Texas 77515, for the following annual event, dates to be determined by the City: Angleton Market Days In November 2024;

### RECOMMENDATION:

Approve the Interlocal Agreement between the City and Brazoria County to construct or contract for the construction of a gas line and meter and connection to an air conditioning/heater unit for the purpose of supplying a gas line, meter and heat to the Hall of Exhibits ; and allow the City rent-free guaranteed access to the Brazoria County Fairgrounds property located at 901 S .Downing Road, Angleton, Texas 77515, for the following annual event Angleton Market Days In November 2024.



**Interlocal Agreement Between Brazoria County, Texas, and  
the City of Angleton, Texas, for the Installation of a Gas Line to the Air  
Conditioning/Heater Unit in the Hall of Exhibits,  
Brazoria County Fairgrounds**

This Interlocal Agreement (this "Agreement") is made effective as of the Effective Date (the date on which the second of the two parties execute this Agreement), by and between BRAZORIA COUNTY, TEXAS, acting through its Commissioners Court (the "County"), and the CITY OF ANGLETON, TEXAS, acting through its Mayor and City Council (the "City"). The City and the County may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, The Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, as amended authorizes the City and the County to enter into an interlocal agreement to provide a governmental function or service; and

WHEREAS, Texas Government Code §791.011 authorizes the City to enter into an interlocal agreement with the County to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, the City has agreed, authorized, and approved the expenditure necessary to install a gas line and meter to the AC/heating unit to improve the Hall of Exhibits building located on Brazoria County Fairgrounds property at 901 S. Downing Road, Angleton, Texas 77515, (the "Building") within the City; and

WHEREAS, the Commissioners Court of the County has authorized and approved access to the Building for the installation of a gas line and meter to the Hall of Exhibits, as well as a gas line from the meter to an air conditioning/heater unit (the "Improvement"), at City expense, for the purpose of supplying heat to the Building for the benefit of the public;

NOW, THEREFORE, the County and the City agree as follows:

1. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing bodies of the City and the County.
2. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
3. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
4. **Term.** This Agreement shall commence on the date of the last execution and shall terminate one (1) year after the execution date.
5. **Improvement of the Building.** The County and the City hereby jointly agree to cooperate to enable the installation of the gas line, meter, and connection to the air

conditioning/heating unit to the Building within the City. The County agrees to allow the City, and any persons with whom the City contracts, access to the Building for the Project, for the purpose of supplying heat to the Building or alternatively the County shall solely arrange for the improvement and the City shall reimburse County.

6. **City's Covenants.** City agrees to spend City funds to finance the improvement of the Building owned by the County within the City, and agrees to reimburse the County for the following:

- a. Construction of a gas line and meter for the Building; and
- b. Construction of a gas line from the meter to an air conditioning/heater unit for the Building.
- c. It is agreed the County shall use its contractor or staff to complete construction.

7. **County's Covenants.** County agrees to:

- a. Either construct or contract for the construction of a gas line and meter for the Building and gas line and connection to an air conditioning/heater unit for the Building for the purpose of supplying a gas line, meter and heat to the Building; and
- b. Allow the City rent-free guaranteed access to the Brazoria County Fairgrounds property located at 901 S. Downing Road, Angleton, Texas 77515, for the following annual event, dates to be determined by the City:
  - i. Angleton Market Days in November 2024;

8. **Fair Compensation.** The Parties acknowledge and agree that each of the covenants contemplated by this Agreement fairly compensates the performing Party.

9. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.

10. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's *sole and exclusive remedy* shall be to terminate this Agreement.

11. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

12. **Alternative Dispute Resolution.** Pursuant to Texas Government Code § 791.015 and Texas Government Code Chapter 2009, in the event of a dispute over the terms and conditions of this Agreement or the Parties' rights, duties, and performance under this Agreement, the Parties agree to submit such dispute to alternative dispute resolution procedures set forth in Texas Civil Practice and Remedies Code Chapter 154.

13. **Venue and Applicable Law.** This Agreement is subject to all present and future valid laws, orders, rules, ordinances, and regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be *exclusively* in a court of appropriate jurisdiction in Brazoria County, Texas.

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

15. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

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

17. **No Indemnification by City or County.** The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

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

19. **No Assignment.** This Agreement shall not be assigned by either Party without the express written consent of the other Party.

20. **Entire Agreement.** This Agreement, including the exhibits, contains the entire agreement between the City and the County pertaining to the project contemplated hereby and fully supersedes all prior agreements and understandings between the City and the County pertaining to such transaction.

21. **Modification.** The Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both the City and the County.

22. **Further Assurances.** Both the City and the County agree that they will without further consideration execute and deliver such other documents and take such other actions as may be reasonably requested by the other Party to consummate more effectively the project contemplated hereby.

23. **Joint Drafting.** Both Parties agree that this Agreement, including any exhibits, was jointly drafted, negotiated, and agreed upon by the City and the County.

24. **Notices.** All notices, demands and requests which may be given, or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when personally delivered to the address of the party to receive such notice set forth below, or, whether actually received or not, three (3) days after such written notice, demand or request has been deposited in any post office or mail receptacle regularly maintained by the United States government, certified or registered mail, return receipt requested, postage prepaid, addressed as set forth on the signature pages attached hereto and made a part hereof for all purposes, or such other place as the City or the County, respectively, may from time to time designate by written notice to the other.

Any written notice to be given to the City shall be given to the City at the following addresses:

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

With a copy of any such notice to the City's attorney at:

Randle Law Office Ltd., L.L.P.  
Memorial City Plaza II  
820 Gessner, Suite 1570  
Houston, TX 77024-4494

Any written notice to be given to the County shall be given to the County at the following addresses:

L. M. "Matt" Sebesta, Jr.  
Brazoria County Judge  
111 E. Locust  
Angleton, Texas 77515

With a copy of any such notice to the County's attorney at:  
Mary Shine  
Brazoria County Criminal District Attorney's Office  
111 E. Locust  
Angleton, Texas 77515

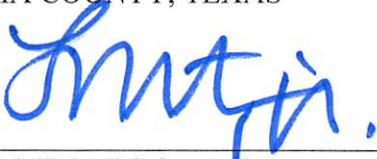
25. **Effective Date.** The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

[ signature page follows ]

AGREED and SIGNED to be effective as of the Effective Date.

COUNTY:

BRAZORIA COUNTY, TEXAS

By:   
L.M. "Matt" Sebesta, Jr.  
Brazoria County Judge

Date: 12/12/2023

CITY:

THE CITY OF ANGLETON, TEXAS

By: \_\_\_\_\_  
John Wright  
Mayor

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

ATTEST:

By: \_\_\_\_\_  
Chris Whittaker  
City Manager

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

June 12, 2023

Martha Eighme

Director of Communications and Marketing

The last two Market Days you have asked me if we have heat in the Hall of Exhibits (HOE) which we do not.

I have reached out to Judge Sebesta and he has said we don't use the HOE enough to justify installing a gas line to the AC/Gas Heater unit to the HOE.

If the City and Market Days would like in the HOE a gas line would have to be run to the AC/ Gas Heater unit they can pay to have it installed.

I have been in contact with Center Point Energy and a Plumbing Company (Luycx Plumbing) to install the gas line and meter and the gas line from the meter to the AC/Heater unit.

The cot to run the gas line would be as follows:

Center Point Energy (gas line and meter)	\$ 1,200.00
Luycx Plumbing (gas line from meter to AC/Heater unit)	\$ 3,015.00
Total	\$ 4,215.00

If you have any questions, please contact me.

Thank You,

Larry C. Griffin

Brazoria County Fairgrounds Manager

979-313-6019

[larryg@brazoriacountytx.gov](mailto:larryg@brazoriacountytx.gov)



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** January 9, 2024  
**PREPARED BY:** Chris Dahlstrom  
**AGENDA CONTENT:** Discussion and update on animal services building  
**AGENDA ITEM SECTION:** Regular Agenda

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**BUDGETED AMOUNT:** 0 **FUNDS REQUESTED:** 0

**FUND:** EnterTextHere

**EXECUTIVE SUMMARY:**

Update on animal services new building

**RECOMMENDATION:**





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 1/9/2024

**PREPARED BY:** Phill Conner

**AGENDA CONTENT:** Discuss and possible action on an ordinance amending the garbage and refuse rate tables in the fee schedule in the consolidated schedule of fees of the code of ordinances of the city of Angleton; revising and providing for an increase in the rates to be charged for solid waste collection by the City of Angleton; providing for repeal of conflicting ordinances; providing a severability clause; providing for an open meetings clause; providing a penalty; and providing an effective date.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

### EXECUTIVE SUMMARY:

Section IXX Escalation Clause of the Contract with Waste Connections Inc. for garbage and trash collection allows annual increases or decreases based on the Consumer Price Index (CPI-U) and All Urban Consumers, Garbage and Trash Collection with 45-day notice. On November 17, 2023 Waste Connections notified the City it is requesting a 12.9% increase.

### RECOMMENDATION:

Staff recommends council approve the Ordinance amending the garbage and refuse rate tables.

**ORDINANCE NO. 20240109-006**

**AN ORDINANCE AMENDING THE GARBAGE AND REFUSE RATE TABLES IN THE FEE SCHEDULE IN THE CONSOLIDATED SCHEDULE OF FEES OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, REVISING AND PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR SOLID WASTE COLLECTION BY THE CITY OF ANGLETON; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on January 01, 2018, the City Council of the City of Angleton granted to Waste Connections, Inc., a franchise, license and privilege to collect, haul and dispose of municipal solid waste within the corporate limits of the City; and

**WHEREAS**, it is in the best interests of the public health, safety and welfare that this amendment to the garbage and refuse collection rates be effective January 1, 2024;

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

**SECTION 1.** That the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct.

**SECTION 2.** That Fee Schedule in the consolidated schedule of fees of the Code of Ordinances, City of Angleton, Texas, is hereby amended to reflect all water customers located within the city limits of the City of Angleton, Texas, shall pay the rates for solid waste collection as shown in Exhibit "A".

**SECTION 3.** That if any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Angleton in adopting, and of the Mayor in approving this Ordinance, that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

**SECTION 4.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of said conflict.

**SECTION 5.** That the City Council has found and determined that the meeting at which this Ordinance is considered is open to the public and that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

**SECTION 6.** That this Ordinance shall become effective immediately upon its passage and approval, with new rates reflected in the utility bill due in January 2024.

**PASSED AND APPROVED THIS 9<sup>TH</sup> DAY OF JANUARY 2024.**

CITY OF ANGLETON, TEXAS

\_\_\_\_\_  
John Wright  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Judith El-Masri  
City Attorney

**EXHIBIT A - January 1, 2024**

Customer Rates Charged for Solid Waste Collection  
(Includes Franchise Fee or Processing Fee)

<b>Rates for Section 9A - Residential</b>	
Residential Monthly Cost	\$23.10
Extra Trash Carts Monthly	\$12.90
Extra Recycling Carts Monthly	\$12.90

<b>Rates for Section 9B - Hand Pick Commercial</b>				
90 Gallon Monthly Container Fee - Times picked up per week				
	1 time	2 times	3 times	4 times
First Container	\$29.00	\$43.20	\$57.40	\$71.70
Each Additional Container	\$15.40	\$28.30	\$41.00	\$53.90
Replacement of carts due to negligence by customer		\$66.70	each	

<b>Rates for Section 9C - Regular Commercial and Industrial</b>							
Front Loat Container Monthly Fee - Times picked up per week							
	1 time	2 times	3 times	4 times	5 times	6 times	
Two Yard Container	\$65.30	\$113.60	\$163.50	\$211.90	\$261.80	\$320.10	
Three Yard Container	\$88.10	\$143.70	\$199.20	\$254.50	\$310.10	\$374.20	
Four Yard Container	\$102.20	\$164.90	\$226.20	\$288.80	\$350.00	\$421.20	
Six Yard Container	\$133.60	\$214.80	\$303.10	\$391.40	\$479.50	\$566.50	
Eight Yard Container	\$156.30	\$273.20	\$391.40	\$508.10	\$626.30	\$743.00	
Casters and Locking Devices		\$9.80	per item per month				
Front Load Compactor Service							
	1 time	2 times	3 times	4 times	5 times	6 times	Monthly Rental
Two Yard Container	\$128.00	\$224.70	\$324.40	\$421.20	\$521.00	\$637.70	\$429.70
Three Yard Container	\$173.50	\$284.60	\$395.50	\$506.60	\$617.70	\$745.90	\$429.70
Four Yard Container	\$201.80	\$327.20	\$449.70	\$575.00	\$697.50	\$839.80	\$429.70
Six Yard Container	\$264.60	\$426.80	\$603.40	\$780.00	\$956.50	\$1,130.30	\$429.70
Eight Yard Container	\$310.10	\$543.70	\$780.00	\$1,013.60	\$1,250.00	\$1,483.40	\$429.70
Casters and Locking Devices		\$9.80	per item per month				

**EXHIBIT A CONTINUED – January 1, 2024**

Customer Rates for Solid Waste Collection

(Rate charged to customer - includes Franchise Fee or Processing Fee)

<b>Rates for Intermittent Commercial and Industrial</b>					
Front Load Container					
	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
Each Extra Pick Up	\$59.50	\$62.40	\$65.30	\$71.00	\$81.00
Delivery Charges and discontinued removals			\$73.80		
Commercial Roll Off Container					
	Delivery	Day Rental	Haul	Deposit	
20 Yard	\$145.00	\$6.90	\$379.80	none	
30 Yard	\$145.00	\$6.90	\$429.70	none	
40 Yard	\$145.00	\$6.90	\$465.40	none	
Additional per ton for over 6 tons for all sizes			\$31.20		
Compactor Service					
	Delivery	Day Rental	Haul	Install	Deposit
28 Yard	\$145.00	\$19.20	\$422.70	TBD	none
30 Yard	\$145.00	\$19.20	\$444.00	TBD	none
35 Yard	\$145.00	\$19.20	\$479.50	TBD	none
40 Yard	\$145.00	\$19.20	\$444.00	TBD	none
42 Yard	\$145.00	\$26.10	\$479.50	TBD	none



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 1/9/2024

**PREPARED BY:** Phill Conner

**AGENDA CONTENT:** Discussion and possible action on writing off utility accounts that are 3 years or more past due.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

### EXECUTIVE SUMMARY:

Currently the City budgets for and writes off about \$70,000 each year in bad debt. As of 1/3/24, there were \$591,977 in unpaid utility bills over 1 year old. That amount drops to \$489,442 for more than 2 years old and \$419,995 for more than 3 years. The chances of collecting anything from the accounts over 3 years old are very small. However, writing off everything over 3 years old at one time will significantly affect fund balance in the Water Fund.

We can write these unpaid utility bills off in stages so the impact on fund balance is manageable. For example, we can continue budgeting and expensing \$70,000 each year plus an extra \$105,000 each year for the next four years.

### RECOMMENDATION:

Staff recommends writing off \$105,000 each year for the next 4 years.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 1/9/2024

**PREPARED BY:** Phill Conner

**AGENDA CONTENT:** Discussion and possible action on extending the due date on water bills to 30 days.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

### EXECUTIVE SUMMARY:

#### CURRENT MONTHLY PROCEDURES

All water bills are due by the 20<sup>th</sup> of the month.

Late penalties are posted, late notices are printed and mailed on the 21<sup>st</sup> of the month.

The Late bills along with the late penalties are due by the 5<sup>th</sup> of the following month. If that balance is not paid, cutoff fees are added on the 6<sup>th</sup> and the accounts are put of the cutoff list.

The Utility Billing techs will work the cutoff list starting the 6<sup>th</sup> through the 13<sup>th</sup>. During this time, they turn off between 150-200 accounts. About 70% of those customers turned off will be turned back on during this same period because of customers paying their past due balance. The Utility Billing staff runs a follow up list after the cutoff list is completed. Any customers who turned themselves back on without payment will have their meter locked or pulled. A fee is charged for locking or pulling a meter. The customers usually come in and pay. The techs go back out to unlock or reinstall those meters. This is done while doing meter reading and rereads. Routine service orders such as connections and disconnections and handled each day.

The meter readers start reading meters for billing between the 14<sup>th</sup> and 15<sup>th</sup> of the month depending on how the days in the month fall. At this time Utility Billing cannot complete service orders since it can mess up the reading the techs are pulling in. After all the meter readers have completed their readings, Utility Billing will process the readings. Staff will generate a re-read list. This list is given back out to the meter readers to go out and re-read the meters on the list. This billing process takes about a week to a week and a half to complete. After readings are

posted, Utility Billing goes in and finishes the bills. They are posted around the 27<sup>th</sup> or 29<sup>th</sup> of the month. The bills get mailed out by the 1<sup>st</sup> of the next month, again then the bill is due on the 20<sup>th</sup>.

The bills will be finished processing around the 27<sup>th</sup>. The Utility Billing techs have from then till the 5<sup>th</sup> to complete any meter change outs or meter malfunctions, that have been backing up during the reading time plus any new ones that come through until cutoffs start again on the 5<sup>th</sup>.

### **30 DAY PROCEDURE**

Bills will be due on the 30<sup>th</sup> with late penalties posting on the 1<sup>st</sup> of the month and being mailed out that same day.

The late bills along with the penalties will be due by the 15<sup>th</sup> of the month. If the bill is not paid, the account will be put on the cutoff list on the 16<sup>th</sup> and the cutoff fee will be added to those accounts. This will have the Utility Billing techs working cutoffs at the same time as they will also be reading meters for the billing process. This will give the customers longer to pay their bills but shortens the time for the meter readers to do the cutoff list, read the meters for the billing process and complete service orders.

Cas reads 4 books takes 1 ½ -2 days 321 meters in between doing service orders and getting calls from city hall & public works. Mike reads 4 books takes 1 day 238 meters in between doing service orders and getting calls from City Hall.

### **RECOMMENDATION:**

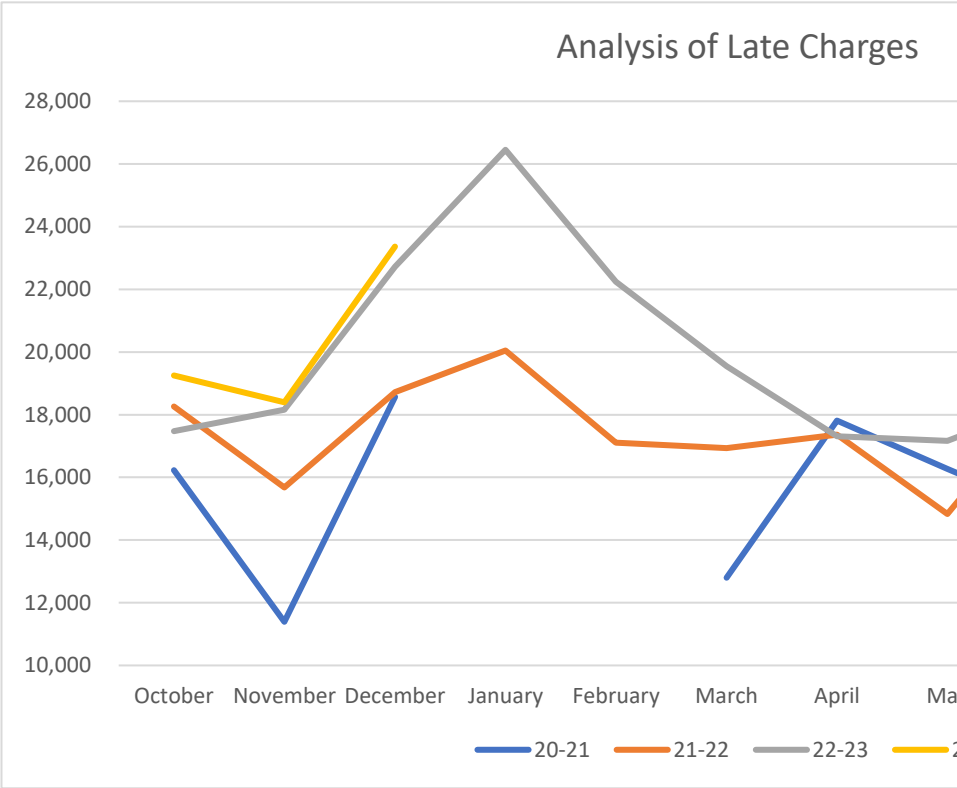
Staff recommends the Council provide direction on extending the due date on utility bills.

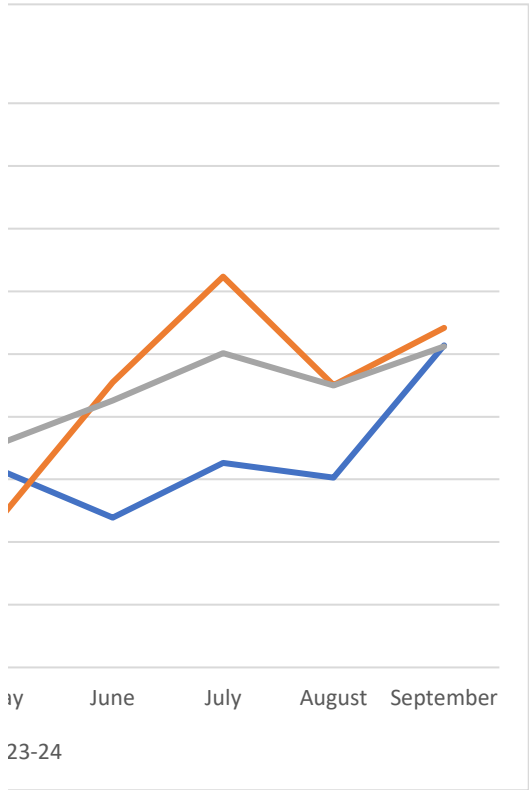


**City of Angleton  
Analysis of Late Charges  
for Fiscal Years 20-21 thru 23-24**

<b>Year</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>
20-21	16,231.18	11,391.50	18,568.91			12,800.37	17,813.76
21-22	18,262.06	15,676.74	18,716.07	20,045.63	17,103.83	16,928.71	17,366.77
22-23	17,475.74	18,158.30	22,720.86	26,451.45	22,242.66	19,543.23	17,309.95
23-24	19,250.35	18,395.07	23,362.83				

<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>Total</b>
16,264.62	14,774.84	16,527.82	16,054.34	20,275.42	160,702.76
14,830.74	19,100.14	22,468.07	19,009.27	20,833.43	220,341.46
17,164.64	18,514.23	20,022.90	18,996.04	20,244.98	238,844.98
					61,008.25
					-







## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** January 9<sup>th</sup>, 2024

**PREPARED BY:** Hector Renteria

**AGENDA CONTENT:** Meter Exchange Project

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** \$ **FUNDS REQUESTED:** \$391,517.35

**FUND:** Capacity Acquisition Fees

**EXECUTIVE SUMMARY:** The City of Angleton needs to complete the final exchange of water meters across the city. This project will conclude the city-wide AMI water meter upgrades. This project will consist of a survey of the remaining meters to be changed initially. Then the exchange of each meter to an AMI meter. Capacity Acquisition Fees will be used for this project. There was a total of \$1,000,000 in fees, minus the use of \$247,700 for the Utility Master Plan. This leaves \$752,300 for use on this project for funding.

**RECOMMENDATION:** Staff is looking for council approval to utilize Aqua Metric to complete this project.

**Jim Grillo**  
Sensus USA, Inc  
Mid-West Director of Sales  
612-867-3283  
jim.grillo@xylem.com

January 1, 2023

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that **Aqua Metric of Selma, TX** is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the territory of Central, East and South Texas and the state of Louisiana.

Please contact Aqua Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at [jim.grillo@xylem.com](mailto:jim.grillo@xylem.com) regarding this or any other matter.

Sincerely



James C. Grillo  
Mid-West Director of Sales  
Sensus USA, Inc

**Aqua-Metric Sales Company**  
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154  
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

**Client:** City of Angleton, Texas  
**Attention:**  
**Address:**  
**City, State, Zip:**  
**Phone:**  
**Email:**

Line No.	Item	Quantity	Unit	Extended
<b>Meter Exchange Project</b>				
<b>Product</b>				
	3/4" SL iPERL Meter	800	\$134.62	\$107,696.00
	520M Single Port SmartPoint Radio Transmitter	400	\$129.49	\$51,796.00
	520M Dual Port SmartPoint Radio Transmitter	200	\$203.08	\$40,616.00
	1" iPERL Meter		\$194.87	
	1 1/2" OMNI R2 Meter		\$585.47	
	2" OMNI R2 Meter		\$821.47	
	1 1/2" OMNI T2 Turbo Meter		\$882.62	
	2" OMNI T2 Turbo Meter		\$1,046.94	
	3" OMNI T2 Turbo Meter		\$1,304.65	
	4" OMNI T2 Turbo Meter		\$2,539.87	
	6" OMNI T2 Turbo Meter		\$4,572.62	
	8" OMNI T2 Turbo Meter		\$7,760.02	
	10" OMNI T2 Turbo Meter		\$10,117.50	
	1 1/2" OMNI C2 Compound Meter		\$1,289.74	
	2" OMNI C2 Compound Meter		\$1,488.16	
	3" OMNI C2 Compound Meter		\$1,885.01	
	4" OMNI C2 Compound Meter		\$3,273.95	
	6" OMNI C2 Compound Meter		\$5,655.00	
	8" OMNI C2 Compound Meter		\$9,135.22	
	10" OMNI C2 Compound Meter		\$11,787.38	
<b>Product Installation Services</b>				
	Field Deployment Management, Monthly Fee, Estimated Quantity - Subject to change based on the results of themeter survey.	5	\$7,500.00	\$37,500.00
	Mobilization Fee	1	\$3,846.15	\$3,846.15
	NovusCenter WOMS Setup Fee	1	\$7,500.00	\$7,500.00
	NovusCenter WOMS Integration Fee	800	\$1.65	\$1,320.00
	NovusCenter WOMS Data Review Fee	800	\$3.00	\$2,400.00
	3/4" Water Meter Exchange with SmartPoint Installation and Activation	800	\$75.64	\$60,512.00
	1" Water Meter Exchange with SmartPoint Installation and Activation		\$80.77	
	1 1/2" Water Meter Exchange with SmartPoint Installation and Activation		\$288.46	
	2" Water Meter Exchange with SmartPoint Installation and Activation		\$320.51	
	3" Water Meter Exchange with SmartPoint Installation and Activation		\$1,076.92	
	4" Water Meter Exchange with SmartPoint Installation and Activation		\$1,239.74	
	6" Water Meter Exchange with SmartPoint Installation and Activation		\$1,538.46	
	8" Water Meter Exchange with SmartPoint Installation and Activation		\$2,820.51	
	10" Water Meter Exchange with SmartPoint Installation and Activation		\$3,012.82	
	Add-On: Lid Modification: Drill Hole in Plastic Meter Box Lid	800	\$7.69	\$6,152.00
	Installation Incidental: Residential (5/8" - 1") Water Meter Box Adjustment, Removal, or Replacement, in Dirt, Labor Only	80	\$70.51	\$5,640.80
	Daily Rate to Perform Meter Survey (All Sizes), Estimated Quantity	30	\$1,051.28	\$31,538.40
	Installation Incidental: Clean Out Excessive Dirt from Meter Box		\$12.82	
	Installation Incidental: Lid Modification - Drill Hole in Metal Meter Box Lid		\$25.64	
	Installation Incidental: Curb Stop Replacement, Labor Only		\$153.85	
	Installation Incidental: Meter Tail Replacement, Labor Only		\$70.51	
	Installation Incidental: Meter Box Lid Replacement, Labor Only		\$7.69	
	Installation Incidental: Replacement of Removal of Busing Adapter (5/8" - 1"), Labor Only		\$8.65	
	Installation Incidental: Meter Resetter / Riser Installation, Labor Only		\$53.85	
	Installation Incidental: Site Visit Fee		\$43.59	
	Installation Incidental: Special Job Hourly Rate, Price per Technician per Hour		\$153.85	
	Installation Incidental: Daily Rate, Price per Technician per Day.		\$1,051.28	



Item 9.

July 26, 2023

**Aqua-Metric Sales Company**  
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154  
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

**Client:** City of Angleton, Texas  
**Attention:**  
**Address:**  
**City, State, Zip:**  
**Phone:**  
**Email:**

Line No.	Item	Quantity	Unit	Extended
This quote for the product and services named above is subject to the following terms:				
1. All quotes are subject to the Aqua-Metric Terms of Sale.			Subtotal	\$356,517.35
2. Quote is valid for thirty days.			Recommended Contingency Fund	\$35,000.00
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.			<b>Total:</b>	<b>\$391,517.35</b>

4. Freight allowed on single Sensus Product orders exceeding \$20,000.00.
5. Net Thirty Days to Pay
6. Returned product may be subject to a 25% restocking fee.
7. Sales Tax and/or Freight charges are not included.



July 26, 2023

## Project Clarifications – City of Angleton, Texas Meter Exchange Quote

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for 30 days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus water product orders exceeding \$20,000.00.
5. Net Thirty Days to Pay.
6. Returned product subject to a 25% restocking fee for Sensus product. Electric meters are subject to a 100% restocking fee. All non-Sensus product subject to their specific manufacturer's published return policy.
7. Sales tax and/or freight charges are not included.
8. Monthly field deployment management fee subject to change based on results of the meter survey.
9. Meter exchange pricing subject to change based on results from the meter survey.
10. Standard meter installation pricing shall encompass like-for-like meter exchange. Pricing is for labor only and not inclusive of any special parts or materials necessary to facilitate a successful exchange. Aqua-Metric will furnish nuts, bolts, and gaskets as necessary to replace each meter. City will be responsible for supplying any additional materials including but not limited to meter boxes, meter box lids, curb stops, meter couplings, meter riser/resetter, etc.; however Aqua-Metric can supply any additional materials at cost plus fifteen percent. An installation scope of work will be drafted upon request. Pricing is subject to change based on revisions or modifications requested by the City.
11. Pricing does not include product warehousing, staging services, product storage, trash/recycling receptacles, or consumer outreach program.
12. Performance and Payment Bond not included.
13. Pricing does not reflect utilization of Buy-Board. Pricing does not reflect Prevailing Wage Rates.
14. Any items beyond quote above subject to price negotiations.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** January 9, 2024

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Henderson Roadway Alignment

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** **FUNDS REQUESTED:**  
\$225,000.00

**FUND:**

### EXECUTIVE SUMMARY:

The City has expressed a desire to proceed forward with the Henderson Roadway Project. The first task is to identify a new right-of-way (ROW) alignment that will provide sufficient area for the proposed improvements and limit the amount of required property acquisitions. A new alignment will be laid out along the Henderson corridor and the proposed improvements that were identified in the traffic and drainage studies prepared by HDR will be included (plan view only) to verify there is sufficient area in the new ROW alignment. HDR will utilize the previously collected survey information and aerial photographs to assist in this process. When the alignment is finalized, a list of locations where additional right-of-way is required will be provided. This will allow HDR to better define the cost associated with ROW acquisitions. A separate proposal for ROW acquisition will be provided after the areas have identified.

Also included in this item is an updated ROW acquisition budget with assumption. The assumptions are as follows:

1. Acquisition Parcels - 114
2. Relocation Personal Property - 3
3. Condemnation through Special Commissioner Hearings 20 Parcels
4. Jury Trial Parcel - 1

**RECOMMENDATION:** Council to approve HDR for an amount of \$225,000.00 to perform the Henderson Roadway Alignment.



December 21, 2023

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

Re: Proposal for Engineering Services for Henderson Road Roadway Alignment

Dear Mr. Whittaker:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for performing a planning study for the above referenced project. The proposal is based on our understanding of the project from conversations with City Staff and previous studies performed.

### **PROJECT UNDERSTANDING**

The City of Angleton has expressed a desire to continue to advance the Henderson Road Improvements Project forward and has requested HDR to provide a fee to perform a study level report to identify the future right-of-way (ROW) alignment between SH 288B to SH 35. The proposed project will be the total street reconstruction consisting of approximately 10,560 feet of a 4-lane concrete boulevard, sidewalks, and drainage improvements. This study will assist the city in identifying areas where property acquisition will be required to provide sufficient ROW for the proposed improvements and provide the necessary information to better plan/budget for the property acquisition phase.

This Study will utilize available survey and aerial photographs to create a schematic that identifies the proposed ROW alignment, utility locations, road and sidewalk locations, and locations where properties will need to be acquired. Once this Study is completed and the alignment is approved, a proposal will be provided for the property acquisition phase.

The following Basic Services will be required for this project:

### **SCOPE OF SERVICES**

1. Hold “kick-off” meeting with City staff to finalize the requirements for the project.

2. Data collection will include GIS research for water, sanitary sewer and storm sewer data.
3. Approximate right of way data will be based on found property corners from the previous topographical survey of the Henderson Road corridor.
4. Private utility information will be downloaded from the Texas Railroad Commission. Utility request will also be issued for the Henderson Road right of way. No detailed coordination will be done as part of this phase with identified utility providers.
5. Coordinate with the City staff to review existing record drawings of Henderson Road and collect all master plans documents (water, sanitary sewer, and drainage).
6. Site visits will also be performed to verify the information received.
7. The collected data and site visit will serve as a basis for developing the proposed ROW alignment.
8. A color schematic will be developed to show proposed alignment for road sidewalks and public utilities and areas that will need to be acquired.
9. Proposed water, sanitary sewer and storm sewer replacements will be laid out in the schematic by overlaying proposed improvements identified in the master planning documents on an aerial image.
10. The schematic will not include any profiles for the roadway, existing or proposed utilities.
11. Three (3) right-of-way cross sectional renderings of the proposed roadway, public utilities, and sidewalks will be provided.
12. Create a utility conflict list/conflict matrix.
13. Attend two (2) meetings with the city during the development of the schematic to obtain their input on the alignment.
14. After the final alignment meeting, HDR will finalize the layout of the proposed roadway and identify locations where properties will be required to be acquired.

- 15. HDR will prepare a letter report stating the conclusions of the Study and present finding to the City council at a public meeting

As discussed with the city, this proposal does not include any additional surveying, geotechnical, environmental, hydraulic modeling, storm water pollution protection, USACE permitting, environmental services, SUE services, traffic counts, signalization design, tree protection, phasing, or detailed traffic control.

**ADDITIONAL SERVICES**

- 1. Additional Services shall only be performed when directed by the City to HDR. These services are not considered normal or customary engineering services.
- 2. Services resulting from significant changes in the extent of the project or its design including but not limited to changes in size, complexity, the City’s schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond HDR’s control.
- 3. Preparing documents for alternate bids outside of the original scope requested by the City or documents for out of sequence work.
- 4. Preparing to serve or serving as a consultant or witness for the City in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- 5. HDR will endeavor to appraise the City of any potential additional or extended services that may result from the above listed items, prior to HDR’s expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City to HDR.

**FEE SUMMARY**

<b><u>Study:</u></b>	<b>\$ 225,000</b>
<b>TOTAL FEE:</b>	<b>\$ 225,000</b>

**SCHEDULE**

It is estimated that the schedule to accomplish the complete design phase is approximately 150 days from the date of authorization to proceed.

**INVOICES**

HDR will submit monthly invoices for all engineering work completed to invoice date. The invoices for lump sum work will be based on a percentage of completion of each phase applied to the lump sum fee and based on the appropriate fee cost for work from our subconsultants. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 3.18 and direct cost plus 10%. Mileage will be charged at prevailing IRS rates.

HDR appreciates the opportunity to submit this proposal and we look forward to continuing our work with the City.

Sincerely,

HDR ENGINEERING, INC.



David Weston  
Vice President/Area Manager

City of Angleton  
 Right of Way Estimated Costs for Funding-12-7-2023

Task	HDR Fees	HDR Sub Providers	Pass through Fees	Budgetary (114 Parcels unless otherwise designated)	Texas Property Code/Regulations & Requirements	Federal Regulations & Requirements	18-Month Timeline
Project Manager	\$135,000.00			\$7,500.00/monthly	√	√	Real Estate Services project management & planning, schedule and cost projections, record keeping system, computer based acquisition/relocation tracking, project reporting, document control, client liaison, client meetings and reporting, subconsultant oversight, acquisition lead <b>Assumes 18 months</b>
Raw Land Assumes no improvements or Damages			\$487,827.09	\$7.00/SFQ	√	√	Average square foot cost is being used between: \$5.00/SF for commercial and \$9.00/SF for residential properties. <b>Assumes 114 parcels.</b>
Surveying		\$250,800.00		\$2,200.00	√	√	Prepare metes and bounds/exhibit for each parcel, topography on new ROW, topography 10' past the future ROW on each parcel. <b>Assumes 114 parcels.</b>
Title Reports/Closing Costs			\$287,500.00	\$3,000.00/per parcel	√	√	Preliminary title reports, final surveys to title company for updates to title, closing costs associated with title insurance, escrow and acquisition(Title Insurance based on property costs of \$487,827.00). <b>Assumes 114 parcels.</b>
Appraisals		\$456,000.00		\$4,000/per parcel	√	√	USPAP and/or Federal guideline Requirements for appraisers to follow. <b>Assumes 114 parcels.</b>
Appraisal Review	\$205,200.00			\$1,800.00/per parcel	√	√	Reviewer ensuring accuracy and compliance <b>Assumes 114 parcels.</b>
Title and Closing Services	\$228,000.00			\$2,000.00/per parcel	√	√	Clearing title issues, liens, payment packages, attending closings, ensuring clean title <b>Assumes 114 parcels.</b>
Negotiation	\$741,000.00			\$6500.00/per parcel	√	√	Analyze appraisal, prepare offer packages w/required compliance documents (LOBOR, Acquisition Brochure, etc.), assisted property owners w/counteroffer submittals, right of entry, file close-outs. <b>Assumes 114 parcels.</b>
Relocation	\$7,050.00			\$2,350.00/per parcel	√	√	<b>Based on approximately 3-parcels</b> , notify all property owners or displacees of eligibility for relocation assistance, provide all required federal compliance documents, <b>Based on approximately 20-parcels</b> , pre-commissioners hearing support, prepare condemnation packets, request any require updates to title/appraisal reports, notice of deposits, coordination of expert witnesses
Condemnation Support	\$140,000.00			\$7,000.00/per parcel	√	√	
Notice of Hearing/Filing/ED Recorded Documents			\$10,000.00	\$500.00/per parcel	√	√	All parties with an interest in the property must be noticed of the hearing/ Filing Petitions for Hearings/Recording all Eminent Domain documents into the courts to obtain possession of the property <b>Assumes 20 Parcels</b>
Litigation before objections are filed		\$500,000.00		\$25,000.00/per parcel	√	√	Draft templates for Original Petition, Award and Objections to be approved by City, E-filing, Review of E-file Oath of Commissioners, Waiver of Service of Notices or Proof of Service, Prepare evidence and witnesses (appraiser/engineer for Special Commissioner's Hearing. Attorney activities before Objections are filed <b>Assumes 20 Parcels</b>
Litigation after objections are filed plus Jury Trial		\$150,000.00		\$150,000.00/per parcel	√	√	<b>Assumes 1 parcel</b> proceeds to Jury Trial.
Jury Trial Expert Witnesses			\$13,200.00	\$13,200.00/per parcel	√	√	Assumes \$6,000.00 for Updated Appraisal and \$300.00 per hour for 24 hours for Appraiser Prep and Testimony. <b>Assumes 1 Parcel.</b>
Commissioner Fees			\$80,000.00	\$4,000.00/per parcel	√	√	The costs received by the Commissioners who attend the Hearings. Usually 3 Commissioners that charge an estimated \$2,000 for each hearing. <b>Assumes 20 Parcels</b>
Property Management	\$10,800.00			\$540.00/per parcel	√	√	Provider must provide release of property to the City, confirm that utilities have been turned off, provide City a copy of plat/field notes, photographs, appraisal reports, release of property form on vacated parcels and ready for disposal. <b>Assumes 20 Parcels</b>
Direct Expenses	\$11,400.00			100.00/per parcel	√	√	Mileage, Postage,
<b>Total</b>	<b>\$1,478,450.00</b>	<b>\$1,356,800.00</b>	<b>\$ 878,527.09</b>	<b>\$3,713,777.09</b>			



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** January 9<sup>th</sup>, 2024

**PREPARED BY:** Hector Renteria

**AGENDA CONTENT:** Impact Fee Study

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** \$

**FUNDS REQUESTED:** \$40,000

**FUND:** Capacity Acquisition Fees

**EXECUTIVE SUMMARY:** The City of Angleton is currently working with HDR Inc on the Utility Master Plan update. Once this is completed the Impact Fee Study can begin. Capacity Acquisition Fees will be used for this project. There was a total of \$1,000,000 in fees, minus the use of \$247,700 for the Utility Master Plan, and the \$391,517.35 for Meter Exchange Project. This leaves a total amount of \$360,782.65 for this project.

**RECOMMENDATION:** Staff is looking for council guidance on moving forward with this project when the Utility Master Plan update is completed.