



AGENDA

Council Liaison | Mark Gongora

Chairman | Chris Peltier

Parks & Recreation Director | Megan Mainer

Commission Members

Bill Ahlstrom | Clara Dannhaus | Bonnie McDaniel | Jaime Moreno | Terry Roberts | Steven Sebok

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE PARKS AND RECREATION BOARD FOR CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, FEBRUARY 8, 2021, AT 5:30 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

In accordance with an Order of the Office of the Governor issued March 16, 2020, this meeting scheduled is in person and open to the public at The City of Angleton Council Chambers located at 120 S. Chenango Street Angleton, Texas 77515. In order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19), seating will be limited to 50% Fire Code capacity or 24 people to allow for 6 feet of separation.

Citizens who wish to attend the Meeting in person must abide by the following requirements:

- Do not enter the building if you are having symptoms. Go home.
- Maintain a minimum distance of 6 feet from other citizens.
- Families or persons traveling together may sit together but maintain social distancing from others.

The City will be using a telephone/video conferencing tool called ZOOM to make the meeting available to the public. You have several options to participate:

1. Click the link to join the webinar: <https://zoom.us/j/84698691224> Meeting ID: 846 9869 1224
2. Phone in at 888 475 4499 or 877 853 5257 and enter Meeting ID: 846 9869 1224
3. Download the ZOOM app to your phone and enter Meeting ID: 846 9869 1224

This meeting will also be live-streamed on Facebook Live at <https://www.facebook.com/cityofangleton/>. The public will be permitted to offer public comments on each agenda item by emailing the City Secretary at citysecretary@angleton.tx.us by Friday at 5:00 p.m.,

prior to the meeting. The request must include the meeting title, speaker's name, address, and the agenda item number.

DECLARATION OF A QUORUM PRESENT AND CALL TO ORDER

CONSENT

- [1.](#) Approve the minutes from the Special Called meeting on December 8, 2021, and regularly held meeting on December 14, 2020.

REGULAR AGENDA

- [2.](#) Discussion and possible action on the Parkland Dedication Ordinance.

RECREATION

- [3.](#) Discussion on Recreation Division updates.
- [4.](#) Discussion and possible action on a Parks & Recreation Board ordinance revision to include a youth representative.

PARKS

- [5.](#) Discussion on Parks Division updates.
- [6.](#) Discussion and possible action on Veterans gazebo demolition.
- [7.](#) Discussion and possible action on annual Athletic Sports Association agreements.
- [8.](#) Discussion and possible action on a partnership agreement with AISD CATS Academy for Peach Street Detention improvements and maintenance.

ADJOURNMENT

CERTIFICATION

I, Megan Mainer, Executive Director, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, February 5, 2021 by 5:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Megan Mainer

Megan Mainer
Executive Director

In compliance with the Americans with Disabilities Act, the City of Angleton will provide reasonable accommodations for persons attending City meetings. The facility is wheelchair accessible and accessible

parking spaces are available. Please contact the City Secretary at 979-849-4364, extension 2115 or email faguilar@angleton.tx.us.



CITY OF ANGLETON
CITY COUNCIL SPECIAL MEETING
 WITH ANGLETON BETTER LIVING CORPORATION
 AND PARKS & RECREATION BOARD
 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
 TUESDAY, DECEMBER 08, 2020 AT 5:00 PM

MINUTES

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL WITH ANGLETON BETTER LIVING CORPORATION AND PARKS & RECREATION BOARD IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A SPECIAL MEETING ON TUESDAY, DECEMBER 08, 2020, AT 5:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor pro-tem Wright called the Council Meeting to order at 5:18 P.M., Mayor pro-tem Wright, Council Member Booth, Council Member Gongora, Council Member Svoboda, and Council Member Townsend were present. Mayor Perez was absent.

With a quorum present, Vice Chairman John Wright called the ABLC Meeting to order at 5:08 P.M., Members John Wright, Ellen Eby, William Jackson, Chris Peltier, and Charlyn Rodgers were present. Chairman Jason Perez and Member George Rau were absent.

With a quorum present, Chairman Chris Peltier called the Parks & Recreation Board Meeting to order at 5:08 P.M., Chairman Chris Peltier and Members Bill Ahlstrom, Clara Dannhaus, Bonnie McDaniel, Jamie Moreno, Steven Sebok, and Terry Roberts were present. Council Liaison Mark Gongora was also present.

REGULAR AGENDA

1. Discussion and possible action on Lakeside Park plan with ABLC and Parks & Recreation Board. The presentation was made by Elizabeth Gilbert of Clark Condon.



CITY OF ANGLETON
LAKESIDE PARK

12.08.2020
 CCA PROJECT: 119-076



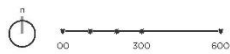
CLARK CONDON



SITE PLAN

LEGEND

- ① MAIN PAVILION
- ② EVENT LAWN
- ③ CANOE / KAYAK LAUNCH
- ④ PLAYGROUND & FITNESS STATION
- ⑤ AQUATIC PLANTING EDGE
- ⑥ FISHING PIER
- ⑦ AUXILIARY SHADE STRUCTURE
- ⑧ BOARDWALK
- ⑨ PICNIC AREA
- ⑩ PARKING
- ⑪ WILDFLOWER MIX
- ⑫ CONNECTION TO SCHOOL
- ⑬ PUMP ENCLOSURE
- ⑭ BUFFER PLANTING
- ⑮ BUTTERFLY GARDEN
- ⑯ SANDY BEACH
- ⑰ OVERLOOK POINT
- ⑱ WEIR CROSSING



LAKESIDE PARK
 CITY OF ANGLETON

CLARK CONDON

**EVENT & PLAY
ENLARGEMENT PLAN**

LEGEND

- ① OPEN LAWN
- ② MAIN PAVILION
- ③ EVENT LAWN
- ④ FITNESS STATION
- ⑤ PLAYGROUND
- ⑥ BERMS
- ⑦ CANOE / KAYAK LAUNCH
- ⑧ DROP-OFF
- ⑨ PARKING

**ENLARGEMENT KEY MAP
N.T.S.**



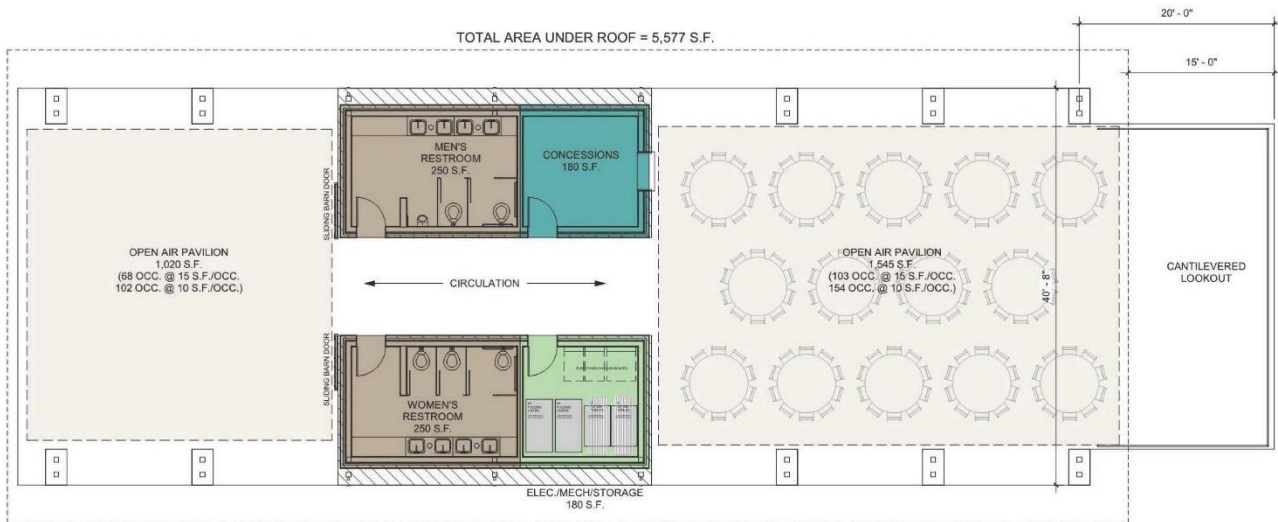
LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

3

**PAVILION
FLOOR PLAN**



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

4

PAVILION: PERSPECTIVE VIEW



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

5
Sheet

PAVILION: PERSPECTIVE VIEW



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

6
Sheet

PAVILION: PERSPECTIVE VIEW



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

PAVILION: PERSPECTIVE VIEW - NIGHT



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

PAVILION: PERSPECTIVE VIEW - NIGHT



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

9
Sheet

EVENT AREA: PERSPECTIVE VIEW



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

10
Sheet

EVENT AREA: PERSPECTIVE VIEW



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

EVENT AREA: PERSPECTIVE VIEW



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

EVENT AREA: PERSPECTIVE VIEW



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

EVENT AREA: PERSPECTIVE VIEW



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

EVENT AREA: PERSPECTIVE VIEW



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

15
Sheet

EVENT AREA: PERSPECTIVE VIEW - NIGHT



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

16
Sheet

EVENT AREA: PERSPECTIVE VIEW - NIGHT



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

17
Sheet

EVENT AREA: PERSPECTIVE VIEW - NIGHT



LAKESIDE PARK
CITY OF ANGLETON



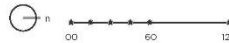
CLARK CONDON

18
Sheet

EVENT & BUTTERFLY GARDEN
LIGHTING LAYOUT PLAN



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

19

BOARDWALK
ENLARGEMENT PLAN

- LEGEND**
- ① PLAYGROUND & FITNESS STATION
 - ② BOARDWALK
 - ③ PICNIC AREA
 - ④ AQUATIC PLANTING EDGE
 - ⑤ STONE WALL & OVERLOOK POINT
 - ⑥ SANDY BEACH
 - ⑦ BENCH SEATING
 - ⑧ WILDFLOWER MIX

ENLARGEMENT KEY MAP
1/4" = 1'



CLARK CONDON

20

LAKESIDE PARK
CITY OF ANGLETON

CANOE/KAYAK LAUNCH
ENLARGEMENT PLAN

LEGEND

- ① SHADE STRUCTURE
- ② SANDY BEACH
- ③ TRAIL / MAINTENANCE DRIVE
- ④ EXISTING GRAVEL MAINTENANCE DRIVE
- ⑤ BUFFER PLANTING
- ⑥ AQUATIC PLANTING EDGE
- ⑦ BENCH SEATING
- ⑧ WILDFLOWER MIX

ENLARGEMENT KEY MAP
NTS



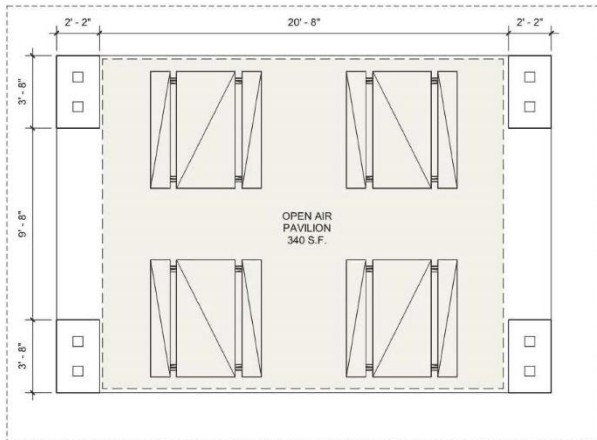
LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

21

SHADE STRUCTURE



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

22

SHADE STRUCTURE: PERSPECTIVE VIEW



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

23
JANUARY

SHADE STRUCTURE: PERSPECTIVE VIEW - NIGHT



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

24
JANUARY

**FISHING PIER
ENLARGEMENT PLAN**

LEGEND

- ① FISHING PIER
- ② TRAIL / MAINTENANCE DRIVE
- ③ PUMP ENCLOSURE
- ④ BUFFER PLANTING
- ⑤ WILDFLOWER MIX

ENLARGEMENT KEY MAP
N.T.S.



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

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**BUTTERFLY GARDEN
ENLARGEMENT PLAN**

LEGEND

- ① PICNIC AREA
- ② OVERFLOW PARKING
- ③ WILDFLOWER MIX
- ④ BUTTERFLY GARDEN & OVERLOOK POINT
- ⑤ BUFFER PLANTING
- ⑥ BENCH SEATING
- ⑦ ACCESS TO SCHOOL

ENLARGEMENT KEY MAP
N.T.S.



LAKESIDE PARK
CITY OF ANGLETON



CLARK CONDON

26

TREES



MEXICAN PLUM
PRUNUS MEXICANA



POSSUMHAW HOLLY
ILEX DECIDUA



NATCHEZ CRAPE MYRTLE
LAGERSTROEMIA FAIRIEI 'NATCHEZ'



SOUTHERN WAX
MYRTLE
MYRICA CERIFERA



CEDAR ELM
ULMUS CRASSIFOLIA



AMERICAN ELM
ULMUS AMERICANA



AMERICAN SYCAMORE
PLATANUS OCCIDENTALIS



WATER OAK
QUERCUS NIGRA



SHUMARD OAK
QUERCUS SHUMARDII



LIVE OAK
QUERCUS VIRGINIANA



BALD CYPRESS
TAXODIUM DISTICHUM

AQUATICS



PICKEREL WEED
PONTEDERIA CORDATA



ARROWHEAD
SAGITTARIA LATIFOLIA



COMMON RUSH
JUNCUS EFFUSUS

LAKESIDE PARK | PLANT MATERIAL
CITY OF ANGLETON

CLARK CONDON

SHRUBS & GROUNDCOVER



FLAME ACANTHUS
ANISACANTHUS QUADRIFIDUS
'WRIGHTII'



LILIAC CHASTETREE
VITEX AGNUS CASTUS



INDIGO SPIRES SALVIA
'SALVIA 'INDIGO SPIRES'



DWARF YAUPON HOLLY
'ILEX VOMITORIA 'STONKS
'DWARF'



MEXICAN MINT
MARIGOLD
TAGETES LUCIDA



GIANT TRADESCANTIA
TRADESCANTIA PALLIDA
'PURPLE HEART'



GREGG'S MISTFLOWER
CONOCLINUM GREGGI



BICOLOR IRIS
DIELIS BICOLOR



BLACK-EYED SUSAN
RUDRIFCKIA HIRTA



MEXICAN BUSH SAGE
SALVIA LUCICANTHA



SANDY LEAF FIG IVY
FICUS TIKOUA



FIREBUSH
HAMPELIA PATENS



TRAILING LANTANA
LANTANA MONTEVIDENSIS



VIBURNUM
VIBURNUM DELIATUM



SWAMP MILKWEED
ASCLEPIAS INCARNATA

ORNAMENTAL GRASSES



GULF COAST MUHLY
MUHLENBERGIA CAPILLARIS



LINDHEIMER MUHLY
MUHLENBERGIA LINDHEIMERI

LAKESIDE PARK | PLANT MATERIAL
CITY OF ANGLETON

CLARK CONDON

PARK MATERIALS



TREX COMPOSITE DECKING
COLOR: SADDLE



DECOMPOSED GRANITE



CONCRETE PAVING W/ MEDIUM SHOT
BLAST FINISH



BROOM FINISHED CONCRETE PAVING



FIBAR
PLAYGROUND MULCH SURFACING



FIBARIP
POUR-IN-PLACE RUBBER PLAY SURFACING



ALUMINUM POST W/
CEDAR HORIZONTAL FENCING
TO MATCH EXISTING PARKS



ACCENT ANIMAL
PRINT STAMPS

NEVERWET
INVISIBLE
PAVEMENT PAINT

PAVILION MATERIALS



STRUCTURAL STEEL
GALVANIZED



PRE-FINISHED METAL ROOF AND TRIM
RERIDGES - GALVALUME



WOOD SIDING
STAINED CEDAR



STONE VENEER
BLEND: CLEYDENE/
CLEYDENE GREY/HOG ISLAND

LAKESIDE PARK | MATERIALS
CITY OF ANGLETON

CLARK CONDON

29

PLAYGROUND & FITNESS EQUIPMENT



LANDSCAPE STRUCTURES
PLAYPOSTER - MIXED PLAY



LANDSCAPE STRUCTURES
SWING



LANDSCAPE STRUCTURES
AD SCUNCI/LEG LIFT
CH-SURFACE PRESS
DIAMETRICS DS & PULL-UP/DP DB
TRASH WHEELS



FREENOTES HARMONY PARK
BOTANICAL COLLECTION

LAKESIDE PARK | MATERIALS
CITY OF ANGLETON

CLARK CONDON

30

FURNITURE & LIGHTING



TREE TOP PRODUCTS
CHAMPION BENCH - PREMIUM WOOD GRAIN
COLOR: IPE



HESS - DALVIK 5
15" x 20" H
COLOR: SILVER



MADRAX
METRO BIKE RACK



TREE TOP PRODUCTS
TRADITIONAL RECYCLED PLASTIC PICNIC TABLE
COLOR: BROWN TARIFF W/ BLACK FRAME

TREE TOP PRODUCTS
LOCAL PLM QUARTED RECYCLED CONTAINERS
COLOR: BROWN W/ BLACK FRAME



BOLLARDS USA
30042

LAKESIDE PARK | MATERIALS
CITY OF ANGLETON

CLARK CONDON

SITE PLAN

LEGEND

- ① MAIN PAVILION
- ② EVENT LAWN
- ③ CANOE / KAYAK LAUNCH
- ④ PLAYGROUND & FITNESS STATION
- ⑤ AQUATIC PLANTING EDGE
- ⑥ FISHING PIER
- ⑦ AUXILIARY SHADE STRUCTURE
- ⑧ BOARDWALK
- ⑨ PICNIC AREA
- ⑩ PARKING
- ⑪ WILDFLOWER MIX
- ⑫ CONNECTION TO SCHOOL
- ⑬ PUMP ENCLOSURE
- ⑭ BUFFER PLANTING
- ⑮ BUTTERFLY GARDEN
- ⑯ SANDY BEACH
- ⑰ OVERLOOK POINT
- ⑱ WEIR CROSSING



LAKESIDE PARK
CITY OF ANGLETON

CLARK CONDON

ADJOURNMENT

The meeting was adjourned at 6:28 P.M.

These minutes were approved by Angleton City Council on this the 9 day of February 2021, upon a motion by Mayor pro-tem Wright, seconded by Council Member Booth. The motion passed on a 6-0 vote.

These minutes were approved by Angleton Better Living Corporation on the 16 day of February 2021, upon a motion by Director, seconded by Director. The motion passed on a 6-0 vote.

These minutes were approved by Angleton Parks & Recreation Board on this 8 day of February 2021, upon a motion by Council Member, seconded by Council Member. The motion passed on a 6-0 vote.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, CMC
City Secretary



CITY OF ANGLETON
PARKS AND RECREATION BOARD
 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
 MONDAY, DECEMBER 14, 2020 AT 7:00 PM

MINUTES

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE PARKS AND RECREATION BOARD IN THE ORDER THEY OCCURRED DURING THE MEETING. THE PARKS AND RECREATION BOARD OF ANGLETON, TEXAS CONVENED IN A MEETING ON MONDAY, DECEMBER 14, 2020, AT 7:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

CALL TO ORDER

With a quorum present, Chairman Chris Peltier called the Parks & Recreation Board Meeting to order at 7:37 P.M. Chairman Peltier and Members Bill Ahlstrom, Clara Dannhaus, Bonnie McDaniel, and Jaime Moreno were present. Council Liaison Mark Gongora was also present. Members Terry Roberts and Steven Sebok were absent.

NEW BUSINESS

1. Approve the minutes from regular held meeting on November 9, 2020.
Upon a motion by Member McDaniel and seconded by Member Dannhaus, the Parks & Recreation Board approved the minutes of the regular held meeting on November 9, 2020. The motion passed on a 5-0 vote. Members Roberts and Sebok were absent.

PARKS

2. Discussion on Athletic Sports Association (ASA) capital improvement needs and 2021 ASA agreement requests and revisions.
Presentation was made by Ian Patin, Board President with Angleton Girls Softball Association.

Presentation was made by Dustin Mercado, Board President with Angleton Soccer Club.

Presentation was made by Brent Johnson, Board President with Angleton Little League.

ADJOURN

Chairman Peltier adjourned the Parks & Recreation Board meeting at 8:10 P.M.

CERTIFICATION

These minutes were approved by Parks & Recreation Board on this the 11th day of January 2021 upon a motion by Member XX, seconded by Member XX. The motion passed on a X-XX vote.

CITY OF ANGLETON, TEXAS

Chris Peltier
Chairman

ATTEST:

Megan Mainer
Parks & Recreation Director



AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/8/2021

PREPARED BY: Megan Mainer

AGENDA CONTENT: Discussion and possible action on the Parkland Dedication Ordinance.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: NA

EXECUTIVE SUMMARY:

Based on comments received from the Parks and Recreation Board meeting on September 14 and comments received from the Development Services Department, staff has revised the Parkland Dedication Ordinance for Parks and Recreation Board for additional comments and revisions prior to sending to the City Attorney for review. Additional changes made include outlining a procedure for developers and removing credit for private parks.

RECOMMENDATION:

Staff recommends the Parks and Recreation Board approve the Parkland Dedication Ordinance as presented.

AMENDMENTS TO THE CITY OF ANGLETON'S PARK DEDICATION REQUIREMENTS; SEC. 23-20

A. Purpose.

It is hereby declared by the Angleton City Council that public park and recreation areas are valuable assets that advance the public's health, safety and welfare. This Section recognizes that park land dedication is a fair, reasonable and uniform method of financing these assets that does not impose an unfair burden on new or existing development. The intent is to require new development to pay its proportionate costs that are associated with providing new or expanded parks and conservation areas, so they are borne by the new homeowners who are responsible for creating the additional demand.

B. Applicability.

- (a) This Section applies to a landowner who develops land for residential use located within the City and its ETJ. Typically, the landowner of a proposed residential development is the developer.
- (b) Non-residential use is exempt.
- (c) This Section does not apply to activities involving the remodeling, rehabilitation or other improvements to an existing residential structure, or to the rebuilding of a damaged structure where no additional residential units are created.
- (d) If a dedication requirement was paid or encumbered prior to the amendment of this Section, then subsequent development for the subject tract to which the dedication requirement applies may be subject to vesting. However, if there is an increase in the number of dwelling units on the site, then there shall be a proportional increase in the dedication requirement.

C. General Requirements.

- (a) The City Manager or his/her designee shall administer this Chapter, with certain review, recommendation and approval authorities being assigned to the Parks and Recreation Board and various City departments as specified herein.
- (b) As a condition of subdivision development, a developer of residential property shall be required to dedicate land for parks; pay a fee in lieu thereof or a sanctioned alternative; or a combination of both. In addition to the land dedication, a developer of residential property shall pay a park development fee to be used to provide basic improvements as typically found in other Angleton city parks that is needed to make dedicated land into a functional park. These improvements may include, but are not limited to, landscaping, tree planting, trails, restrooms, play equipment, car parking and pick-up basketball courts. Minimum Park Standards can be found in Appendix B.
- (c) The required land dedications and schedules of fees are attached hereto as Appendix A. They are incorporated and made a part of this Section for all purposes.

D. Park Land Dedication Procedures

- (a) When considering park land dedication, the developer shall schedule a predevelopment meeting with the Development Angleton Working Group to evaluate the suitability of the land for park land dedication or fees in lieu of park land dedication. Additionally, PARD may request a site visit as a part of its determination. The following basic information shall be required as a part of the PARD determination process, prior to accepting land as a public park dedication:

1. Lot dimensions or metes and bounds acreage of park land to be dedicated;
2. Total acreage of floodplain, as well as land located outside floodplain;
3. A tree survey;
4. A slope analysis;
5. An environmental survey identifying critical environmental features, such as but not limited to species, habitat, and water features; and
6. Any additional information as determined by PARD based on the specific conditions associated with property proposed for dedication.

(b) The total amount of land dedicated for the development of a public park shall be dedicated:

1. In fee simple by filed deed;
2. Prior to recordation of the final plat;
3. For a phased development the entire park shall be platted concurrently with the plat of the first phase of the development. If it is intended to phase the park dedication and/or park improvements to coincide with the development phasing, the developer may provide the City with financial security against the future dedication by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres of park land required, and in a form acceptable to the City. The amount of the financial guarantee shall be the amount of fee in lieu of land dedication as set forth in Appendix A plus a 10% contingency. The financial guarantee will be released to the developer, without interest, when the required park land has been dedicated. The depositor must request such refund within one year of entitlement, in writing, or such right shall be barred. If the full land dedication does not occur within five years of completion of the initial phase of the overall development, the escrowed funds plus interest shall be forfeited by the depositor and the funds shall become the property of the City.

(c) The developer shall declare if fees in lieu of park land and park development fees or park land dedication and park improvements will be pursued in conjunction with the preliminary plat submittal. The following basic information shall be required as part of park land dedication and park improvement declaration:

1. Lot dimensions or metes and bounds acreage of park land to be dedicated;
2. Total acreage of floodplain, as well as land located outside floodplain;
3. Tree survey results;
4. Slope analysis results;
5. Environmental survey results identifying critical environmental features, such as but not limited to species, habitat, and water features; and
6. Overall site plan with proposed park improvements.

(d) The developer will enter into an agreement and will specify their declaration.

(e) Prior to issuance of a development permit and final plat recordation, civil plans, including park land dedication and park developments, must be reviewed and approved by the City Engineer, Parks and Recreation Director, the Parks and Recreation Board, Planning and Zoning and City Council.

E. Park Land Acceptance Criteria.

(1). General Guidelines.

Any park land dedicated to the City pursuant to the terms, conditions and requirements under this Section must be suitable for park and recreation uses. The following guidelines should generally be met:

- (a) **Encumbrances.** Free and clear of any and all liens and encumbrances that interfere with use of the land for park purposes. The City's representatives must be permitted to make onsite inspections of the property for the purposes of determining site suitability and identification of any visual hazards or impediments to park development and use.
 - (b) **Environmental Assessment.** An environmental site assessment, without any recommendations for clean-up, certified to the City not earlier than the 120th day before the closing date.
 - (c) **Utilities.** The developer is responsible for certain minimum utilities as listed below. The Director of Parks and Recreation or his/her designee will be required to approve such location prior to final approval and release of fiscal requirements of said subdivision.
 - 1. A metered water supply located 12 feet behind the curb in accordance with the size of the park; and
 - 2. A six-inch sewer stub, or in accordance with the size of the park, ten feet behind the curb
 - (d) If soils have been disturbed, they shall be restored, and the soil shall be stabilized by vegetative cover by the developer prior to dedication to the city.
 - (e) Parks shall provide easy public access and be open to public view to benefit area development, enhance the visual character of the City, protect public safety, and minimize conflict with adjacent land use.
 - (f) Park and conservation land may provide a connection to existing or future City park land. The land available for dedication may be an opportunity to expand an existing or future city park or trail.
 - (g) A current title report must be provided with the land dedication.
 - (h) The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from the County Tax Assessor shall be submitted with the dedication or plat.
- (2). Land Requirements.
- (a) Land parcels that are unsuitable for development are typically unsuitable for parks. Hence, park sites shall be selected prior to a subdivision being platted and acquired as a part of the development process.
 - (b) The City recognizes that maintaining many small parks is difficult and costly. Thus, the City generally will not accept an area of less than five acres for park dedication.
 - (c) Sites shall be located in a manner that serves the greatest number of users and shall minimize users having to cross arterial roadways to access them.
 - (d) Where feasible, sites shall be located adjacent to schools to encourage shared facilities and joint development of new sites.
 - (e) Parks shall have well-drained and suitable soils and level topography. Sites shall not have slope or unusual topography which would render the land unusable for recreational activities.

- (f) Parks must be adjacent to a street for ease of pedestrian, bike or parking accommodations.
 - (g) No more than two (2) sides of the park may be adjacent to the rears of homes.
 - (h) Parks must include visible, attractive and suitable means of ingress and egress proportionate to the size and amenities in the park.
 - (i) The site shall not be encumbered by overhead utility lines or easements which might limit the opportunity for park and conservation development.
 - (j) Sites with existing trees or other scenic elements are preferred and may be reviewed by the City's Urban Forester, or contracted Urban Forester, to make recommendations.
 - (k) Rare, unique, endangered, historic or other significant natural areas shall be given a high priority for dedication pursuant to this Section.
 - (l) The City shall not generally accept land within floodplain and floodway dedicated areas as part of the dedication, but at its discretion may accept such land as a donation.
 - (m) Detention/retention areas which are required as part of the stormwater management standards generally shall not qualify as parkland dedication but may be accepted as donations in addition to the required dedication.
- (3). Minimum Park Standards. Facilities and improvements provided by a developer shall be constructed on lands dedicated as public park land. All plans and specifications shall meet or exceed the City's Minimum Park Standards as set forth in Appendix B at the time of the submission and shall be approved by the PARD.

F. Fee in Lieu of Park Land.

The City may require that a fee be submitted in lieu of land dedication in amounts as set forth in Appendix A for, either, both, or some park land dedications. Such fees shall be due prior to the final plat recordation for a single-phase development, or prior to the issuance of any building permits for multi-family development.

The fee in lieu will be the average fair market value per acre of the land which is being subdivided at the time of the preliminary plat approval. The fair market value shall be established by the most recent appraisal of all or part of the property made by the appraisal district. At its discretion, the City may opt to commission, at the developers expense, an independent appraisal of the land by a third party and adjust the amount of assessed value based on any difference between it and the appraisal district's valuation.

G. Park Development Fee.

In addition to the park land dedication requirements, park development fees are established herein, sufficient to develop public parks in ways that meet the City of Angleton's standards. They are supplementary to, and not in substitution of, the land dedication requirement. The amount of development fees assessed to a development and the basis for the calculation is shown in Appendix A. The park development fees shall be processed simultaneously with the park land dedication requirements.

I. Reimbursement for City Acquired Park Land.

The City may acquire land for parks in advance of actual or potential development. If the City acts in this way, then the City may require subsequent dedications to be fee in lieu of land only. They will serve to reimburse the City for the cost(s) of acquisition.

J. Appeal Process.

The property owner or applicant may appeal decisions relating to this Section to the Park and Recreation Board. The burden of proof is on the appellant to demonstrate that the decision was incorrect. The appellant must file a notice of appeal with the Director within thirty (30) days following the determination by the Director. Filing an appeal shall not stay collection of the fee due. If the notice of appeal is accompanied by a payment in an amount equal to the fee due as calculated by the City, the building permit application shall be processed.

K. Use of Park Fees.

- (a) Funds shall not be used for employee wages and equipment associated with operation and maintenance of parks.
- (b) The park land dedication fund shall not be used for city staff overhead expenses. Indirect costs reasonably incurred in connection with park land acquisition and development are limited to a maximum of 10 percent of total acquisition or development costs.
- (c) All park land dedication and park development fees will be deposited in a separate fund. Funds shall be used solely for the acquisition or leasing of park land and the development, improvement, or enhancement of new and existing parks. All expenditures shall be administered in accordance with the current purchasing requirements of the City.

L. Review and Indexing of Fees

- (a) The City shall review the fees established and the amount of park land dedication required in this Section at least once every five (5) years. Failure to review by the City Council shall not invalidate this ordinance.
- (b) The fee-in-lieu and park improvement fees shall be automatically updated annually as part of the annual budgeting process unless otherwise authorized by the City Council. The update shall reflect the indexing shown in the U.S. Department of Labor Statistics Consumer Price Index for the Houston-The Woodlands-Sugar Land Statistical Area which includes Brazoria County.

M. Right to Refund.

The City shall account for all fees in lieu of land and all development fees paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be expended by the City within ten (10) years from the date received by the City for acquisition and/or development of park areas as required herein. Such funds shall be considered to be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to refund. The owners of such property must request such refund within one (1) year of entitlement, in writing. Failure to timely submit the required application for refund shall constitute an absolute waiver of any right to the refund.

N. Severability.

If any provision of this Section is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this Section, which can

be implemented without the invalid provisions and, to this end, the provisions of this Section are declared to be severable. The City Council hereby declares that it would have adopted each and every provision and portion thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

APPENDIX A

Angleton Notation Parkland Dedication Calculation Land Component.

Total city park acreage:	218.3 acres
City Population:	19,875
Average occupancy per dwelling unit (Census data):	2.54
Number of Dwelling units: (7,825/218.3)	35.8
Assume market value of an acre of land for the new development is \$20,000.	
Fee in lieu of dedication of land for each dwelling unit in the new development would be:	
\$20,000/35.8:	<u>\$559</u>

Park Development Component.

Estimated cost of developing Lakeside Park:	\$3,000,000
Lakeside Park acres:	44.6 acres
Park development cost per acre (\$3,000,000/44.6):	\$67,265
Dwelling units per acre of parks:	35.8
Fee per dwelling unit (\$67,265/35.8):	<u>\$1,879</u>
Total Parkland Dedication Fee (\$559 + 1,879) =	<u>\$2,438</u>

APPENDIX B

Minimum Park Standards

- A. Parks shall be designed and installed to meet standards approved by the Director of Parks and Recreation, in accordance with related federal, national, state or local codes including, but not limited to, the following:
 - a. International Play Equipment Manufacturer's Association (IPEMA);
 - b. Consumer Product Safety Commission (CPSC) Handbook for Public Safety;
 - c. American Society for Testing and Materials (ASTM and ASTM F08);
 - d. Accessibility Standards for Play Areas through the ADA Accessibility Guidelines (ADAAG);
 - e. Illuminating Engineering Society of North American (IESNA RP-6-01); and
 - f. Sports Turf Management Association (STMA).
- B. Paved frontage with curbs and gutters for all required street frontages abutting the outside perimeter of the parkland;
- C. Installing signage designating the area as parkland shall be supplied by the owner and/or developer and shall be designed and installed according to the specifications outlined in the City's Gateway Master Plan or otherwise specified by the PARD;
- D. Minimally a four-foot-wide concrete sidewalk around play spaces and a four-foot-wide concrete sidewalk installed along all street frontage of the park. Trails designed and installed within the park shall consist of ten-foot-wide concrete trails for primary pathways and six-foot-wide concrete trails for secondary pathways;
- E. Water wastewater, electrical services, and all other utilities provided to the remainder of the subdivision shall be provided to the park as part of standard subdivision improvements;
- F. LED lighting along those portions of the required street frontage(s) as well as ample overhead and/or bollard LED lighting within and throughout the park to provide for a safe and secure environment;
- G. Wireless network infrastructure;
- H. Removing all trash, dead trees and other unusable material; clearing and grading of site and installation of grass;
- I. Street trees shall be provided in the parkway abutting the park at intervals specified by the Parks and Recreation Director, City arborist, or contracted arborist. If the park does not abut street ROW on all sides, in addition to the street trees, shade trees shall be provided at a minimum of ten trees per one-fourth acre and tree species will be determined by the Parks and Recreation Director, City arborist, or contracted arborist;
- J. Permanently constructed restroom facilities built to city standards and the requirements of the American's with Disabilities Act (ADA). Restroom facilities are required for parks that are five acres or larger in size;

- K. One playscape structure, concrete edging, and appropriate safety surfacing that meets industry requirements with a minimum capacity of 30 children, per industry standards. If a play structure already exists within a dedicated park within one-fourth mile, other comparable amenities may be provided such as basketball courts, outdoor exercise stations or splash pads;
- L. Accessible covered picnic table, grill, and trash container at a rate of one per to acres on concrete pads;
- M. Drinking fountain at a rate of one per five acres, but no less than one per park; and,
- N. Park benches at a rate of one per two acres of greenspace, but no less than two per park.

Disposing of construction materials within the park by the owner and/or developer's contractors, subcontractors, employees or agents at any time while the subdivision is being built. If materials are deposited or disposed of within the park, the owner and/or developer will be required to remove these materials within 72 hours of written notice by the City.

Marking each corner of the park land to be dedicated with a permanent monument consisting of three-fourths-inch iron pins set in concrete. These shall be located and identified on a recordable land survey completed by a land surveyor registered in the state and provided to the City by the owner and/or developer.

Angleton Recreation Center Roof – Council reviewed all bids and approved Jaco’s contract on 1/26/21. Jaco visited the Recreation Center on 2/2/21 to prepare a materials order and work with staff on a project timeline.

Minimum Wage – In efforts to keep up with and prepare for possible legislative outcomes, staff was directed to provide figures for a possible minimum wage increase to \$15/hr. Currently, part-time staff are set below \$15/hour along with three full-time employees. Staff prepared budget comparisons that show various increases if a proposed increased is passed. The budget we created for the 20-21 fiscal year due to the pandemic came in at \$243,006. With \$15/hour rates, part-time wages are projected to increase to \$373,113.75 annually.

Events & Programs – Participation in recreation programs and events have been low. Staff have put out a survey on participation at the request of ABLC to see what is keeping participants from participating and what staff can do to make them comfortable to come join in again. Parks & Recreation hosted a Movie in the Park on 2/6/21 and have a Trivia in the Park event coming up 3/27/21. Registration for April, May & June 2021 events and programs opens 3/11/21. Programs include Summer Jamboree, Start Smart Baseball, Angler Education, Swim Lessons and Junior Lifeguarding. Events will include StoryWalk with Angleton Library Branch, Bates Brunch and Disc Golf Tournament and Freedom Fireworks.

RECOMMENDATION:

NA

ORDINANCE NO. 20210126-_____

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS AMENDING CHAPTER 17 PARKS AND RECREATION ARTICLE II. PARK AND RECREATION BOARD SECTION 17-16 APPOINTMENT OF PARK AND RECREATION BOARD; COMPOSITION; QUALIFICATIONS OF MEMBERS, AMENDING SECTION 17-17 TERM OF OFFICE AND AMENDING SECTION 17-19 RULES OF PROCEDURE; QUORUM, OPEN MEETINGS; RECORDS OF THE ANGLETON TEXAS CODE OF ORDINANCES; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

Whereas, the City of Angleton owns, operates, and maintains various parks and park facilities for the use and enjoyment of its citizens and the general public and the City by ordinance created a Park and Recreation Board in 1965 and later codified requirements for the Park and Recreation Board in Chapter 17 of the Angleton Texas Code of Ordinances, as amended; and

Whereas, the City Council of the City of Angleton, City Manager, City Parks & Recreation Director and the Park and Recreation Members desire to include a youth member who is an active student, in good standing, and between the ages 16 to 18 years to the Park & Recreation Board and therefore amend Sections 17-16, 17-17, and 17-19 of Chapter 17 Parks and Recreation of the Angleton Texas Code of Ordinances;

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

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

Section 2. Chapter 17 Parks and Recreation Board Section 17-16 Appointment of Park and Recreation Board; Composition; Qualifications of Members is amended to add the additional language as follows:

Sec. 17-16. Appointment of park and recreation board; composition; qualifications of members.

The city council shall appoint a city park and recreation board, consisting of seven members, who shall be residents of the city, owning real property within the city and who shall not be employees of the city. In addition to the seven members, the city council shall also appoint one youth member (16 to 18 years of age), who shall be a resident of the city, who shall be an active student in good standing, and who shall not be an employee of the city.

Section 3. Chapter 17 Parks and Recreation Board Section 17-17 Term of Office is amended to add the additional language as follows:

Sec. 17-17. Term of office.

Of the seven members three members shall be appointed in each even-numbered year and four members shall be appointed in each odd-numbered year, within 30 days after each regular city election to serve terms of two years each. The additional youth member must be of eligible age at time of appointment to the board position, and the youth member shall serve a term of one year.

Section 4. Chapter 17 Parks and Recreation Board Section 17-19 Rules of Procedure; Quorum; Open Meetings; Records is amended to add the additional language as follows:

Sec. 17-19. - Rules of procedure; quorum; open meetings; records.

The park and recreation board shall elect annually one of its members, that is not the youth member, as chairman and shall establish its own rules of procedure. A quorum shall consist of a majority of the members of the board and an affirmative vote of a majority of those present shall be necessary to pass upon pending questions. The chairman shall be entitled to vote upon any question. The youth member position shall not be a voting position, but rather a position to offer input and opinion as a youth representation for the city. Regular meetings shall be held not less than bimonthly in June, August, October, December, February, and April. Such meetings shall be open to the public and a record of all proceedings shall be kept. The record shall be filed with the city secretary and shall be a public record.

Section 5. Penalty. Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred and No/100 Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense.

Section 6. 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 7. 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 8. Effective date. That this Ordinance shall be effective and in full force upon adoption.

Section 9: Proper Notice & Meeting It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the

time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED, APPROVED, and ADOPTED this, the ____ day of January 2021.

.

Jason Perez, Mayor

ATTEST:

Frances Aguilar, City Secretary

Park Playground Update – Hand sanitizer stations were installed at all park playground locations. With the exceptions of Dickey, they will be installed with the new playground equipment.

Additional Information

Bates Park – Repainted parking lot pole bases, repainted park sign lettering, replaced steps on scores table fields 3 & 4, Repair electrical conduit & boxes on security light poles.

Dickey Park – Installed 2 electric hand driers in restrooms. Repainted park sign lettering. Cleaned culvert around walking trail, staked location for sand volleyball court.

Masterson Park – Repainted Masterson Park sign, Installed electric hand drier.

RECOMMENDATION:

NA



Experiencing the Silver Award Service Project



Congratulations,

Congratulations, you have been selected as the beneficiary of a Girls Scout Silver Award service project, and thank you for the opportunity you are making available to a Girl Scout Silver Award candidate. Support from, involvement in, and service to their community is important to Girl Scouts. The Girl Scout Silver Award provides a means to personal growth through providing important services benefitting organizations such as yours. One of the Silver Award requirements is to plan, develop, and lead others in a service project to any public institution, school, or community.

Typical Projects

There are many types of possible Silver Award projects. Some involve building things, and others do not. What is most important is the impact or benefit the project will provide your organization. In order to fulfill the requirement, the Girl Scout must be the one to lead the project, in addition to the few requirements listed below.

Approving the Project Proposal

Once a potential project is approved by the local Girl Scout troop, your Girl Scout must develop a plan for implementing the project. Before work begins, you should be provided the plan for the project. This may come in any form you are willing to accept. If in your plan review you have any concerns or questions, do not hesitate to voice this to your Girl Scout.

Supervision

To meet the leadership requirements, your Girl Scout must be given every opportunity to succeed independently without direct supervision. The Girl Scout's unit must provide adults to assist or keep an eye on things, and your organization should also have someone available. The Girl Scout, however, must provide the leadership necessary for project completion without adult interference.

Project Completion

After the project has been completed, your Girl Scout will ask for your approval. If the Girl Scout has met your reasonable expectations, you should approve the project; if not, you should ask for corrections. The Girl Scout Silver Award service project is an accomplishment a Girl Scout will always remember. Your reward will be a helpful project and the knowledge that you have contributed to a Girl Scout's growth.

City of Angleton Parks & Recreation Guidelines

Installation: Parks and Recreation staff, or designated vendor, will be responsible for the final site selection and installation.

The applicant will be responsible for the cost of the project.

Angleton Parks and Recreation Department holds ultimate ownership of overall park amenities, and it is prohibited for applicants to decorate, personalize, or add adornment to any amenities.

Please note, the city will not replace or be responsible for park amenities that become damaged.

Special maintenance requests for park amenities will not be granted except in cases of safety concerns, or damage. If a park amenity is vandalized or damaged by an act of God, the Parks and Recreation Department will make every effort to repair the park amenity within the limits of its available funding. If the park amenity cannot be repaired or replaced, and if the park amenity is a hazard or is unsightly, the Parks and Recreation Department may remove the park amenity.

In the event that a park amenity is stolen, the donor will be given the option to purchase a replacement. Written efforts will be made and documented to contact the donor. If the donor cannot be reached, the Angleton Parks and Recreation Department reserves the right to forego replacement, move or abandon the park amenity. Angleton Parks and Recreation Department is not responsible for any theft of park amenities donated.

Any park amenity which is installed without the approval of the Angleton Parks and Recreation Department may be removed at the expense of the party who installed the park amenity.

All park amenities will be installed and maintained by the Parks and Recreation Department Staff or contractors. Park amenities will remain in place for the duration of the structure's lifespan. At the end of this period, the Parks and Recreation Department may at its own discretion replace or remove the park amenity.

Angleton Parks and Recreation Department reserves the right to relocate the park amenity for safety, environmental, or land management reasons. In the event that this occurs, the donor will be notified of the new location of the park amenity.

The Parks and Recreation Board of directors requires a minimum of thirty (30) business days to review and follow-up on all park amenity requests.

Silver Award Applicant Contact Information

Name: Briana Peltier

Phone: (979) 373 - 6442

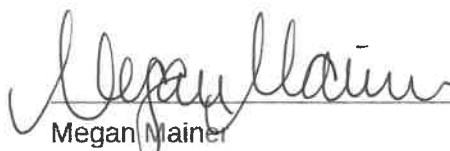
Email: brandygpeltier@gmail.com



Parent/Legal Guardian

1/24/2021

Date



Megan Mainer
Parks & Recreation Director

1/27/21

Date



Kalamazoo Little Free Library Plans



Building your own Kalamazoo Little Free Library

These instructions provide step by step instructions for constructing a little free library (LFL). This project requires a moderate degree of experience working with wood and associated power tools. The design shown is modified from plans on the Little Free Library web site (<http://www.littlefreelibrary.org/plans-and-tips-for-builders.html>). We encourage you to check out this site.

Required materials and tools:

- Most LFLs are constructed from 3/4" plywood.
- The face frame and doors are constructed from solid lumber (mostly 3/4" x 1.5")
- Plexi-glass for door (if desired)
- Self closing hinges.
- Screws or nails for assembly
- Table saw (a hand-held circular saw can be substituted)
- Miter saw (power or hand)
- Power drill (if using screws) or hammer
- Post hole digger
- Level



Cut list for plywood. Be sure to wear appropriate protective gear when working with tools (see Hannah's good example above).

The structure of the LFL is made from 6 pieces (base, back, 2 sides and 2 roof panels) of 3/4" plywood.

- Base: 20.75" x 11.75"
- Back 20.75" x 20"
- Sides: 12.5" x 26.25" (2 pieces)
- Roof: 26" x 11.5" (2 pieces)

Cut list for face frame and door.

The door and face frame are made from 3/4" stock.

Face frame:

- Lower horizontal: 1.5" x 22.75"
- Upper horizontal: 2.5" x 22.75". This piece must be ripped at a 45 degree angle to enable it to fit snugly under the front roof section.
- Verticals: 1.5" x 16.5" (2 pieces).

Door:

- Horizontals: 1.5" x 21.5" (2 pieces)
- Verticals: 1.5" x 17" (2 pieces). This length assumes mortise and tenon construction of the door and allows for a 1" tenon on each end leaving an exposed length of 15". If you are using a butt technique (such as pocket screws or corner brackets for the door the length of the verticals should be 15")
- We recommend cutting the plexiglass for the door after all the cuts for the door have been made and dry fit together.



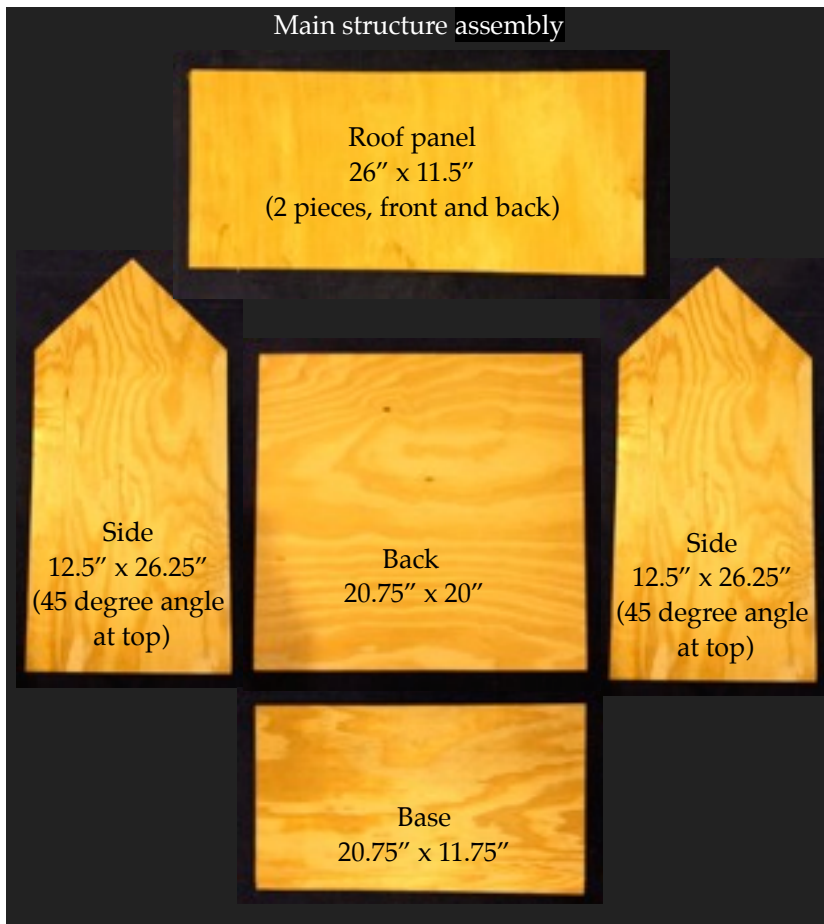
Cut list for shelves: Constructed from 3 pieces of 3/4" plywood or solid wood.

- Vertical: 9" x 15"
- Left horizontal: 9" x 9"
- Right horizontal: 9" x approximately 12" (when cutting the plywood leave this a little long. Cut to the exact length at the time of final assembly).



Assembly of the main structure

- Attach the base to the back.
- Attach both sides
- Attach roof panels. The front roof panel should be attached first to provide slightly more overhang in the front.





Face frame assembly

- Assemble components with pocket screws on the back of the frame. Photo to left.
- Attach face frame to the main assembly. The frame can be face nailed or attached with pocket screws from the main assembly.

Shelf installation

- Assemble the left shelf and the vertical support. Affix to body of the LFL.
- With the left shelf in place, mark the right shelf and cut to size. Install left self. A small piece of ply used as a spacer will help ensure the right self is level.
- Apply facing to self if desired



Roofing

- Possible materials include- Cedar shakes, metal roofing, tin, copper flashing. Pick a material that compliments the other materials you have used.
- Be sure to use some sort of ridge cap to ensure weather tightness.

Doors

- A variety of door styles can be used. We generally incorporate a piece of Plexi-glass, but solid doors are another option.
- Spring loaded/self closing hinges will help keep the door closed. A latch is also a good idea.



Mounting Post

- A 4x4, 5 ft. long is a good length.
- Angled supports attached to a scrape of plywood provide a good mounting surface.
- The post is set in a hole 24-30" deep. Concrete is generally not needed.





AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/8/2021

PREPARED BY: Megan Mainer

AGENDA CONTENT: Discussion and possible action on Veterans gazebo demolition.

AGENDA ITEM SECTION: Parks

BUDGETED AMOUNT: \$25,000 **FUNDS REQUESTED:** \$1500

FUND: 01-535-465

EXECUTIVE SUMMARY:

On January 13, 2020, staff informed the Parks & Recreation Board a structural engineering firm was hired to assess the safety of Veterans Gazebo since multiple events like Spring and Fall Concerts in the Park, Heart of Christmas, City sponsored runs and event rentals are held on an annual basis. Cobalt Engineering and Inspections, LLC performed a structural observation of the existing gazebo at Veterans Park. Cobalt Engineering and Inspections, LLC recommendations were as follows: "To ensure safety under crowded conditions, Cobalt recommends demolishing and rebuilding the gazebo in its entirety as reconstruction will be costly and impractical. Alternatively, a restricted limit of persons can be implemented; ex: 10 PERSON MAX LIMIT.

The Parks & Recreation Board requested no action be taken on demolishing the substandard building until more information about the development of downtown through the Livable Centers study was addressed. The Livable Centers Study commenced in early 2020 and consultants, Freese and Nichols, are recommending Veterans Park be expanded and enhanced to create placemaking. As a result, staff collected a quote for Veterans gazebo demolition. A quote for Veterans gazebo is enclosed in the amount of \$1500.

Placemaking can be used to improve all of the spaces that comprise the gathering places within a community—its streets, sidewalks, parks, buildings, and other public spaces—so they invite greater interaction between people and foster healthier, more social, and economically viable communities. Placemaking is not just the act of building or fixing up a space; it is a process that fosters the creation of vital public destinations—the kind of places where people feel a strong stake in their communities and commitment to making things better.

RECOMMENDATION:

Staff recommends the Parks & Recreation Board approve the demolition of Veterans gazebo.

Priorities

How can the City improve the built environment in the district to promote complimentary private development?

Economic Recommendations

Priority Order	Project Name
	Downtown Commercial and Redevelopment Opportunities
	Creation of Greater Peach Street District

Placemaking Recommendations

Priority Order	Project Name
	Update Future Land Use Map
	Alleyway Conversion to Outdoor Seating
	Veterans Park Expansion and Enhancements
	Front Street Linear Park
	Update/Revise Landscape Standards
	Gateways and Branding

Transportation Recommendations

Priority Order	Project Name
	Establish Public Parking Areas
	Reconfigure Front Street
	Sidewalk Improvements
	Develop Downtown Bike Network Loop (Tied)
	Establish Primary and Secondary Enhanced Corridor Improvements (Tied)
	Traffic Study
	Enhance Bus Stop Facilities

- What do you consider the **top** recommendations?

Veterans Park Expansion (#7)



- **Leverage City facility**
- **Expand use and programming opportunities**
- **Visual and physical connection with other amenities in the district**





J&M DEMOLITION & EXCAVATIONS SERVICES

3208 cr 244 brazoria tx
9794189702
josemoreno112638@gmail.com

INVOICE

Item 6.

DATE
12/31/2020

DUE
On Receipt

BALANCE DUE
USD \$1,500.00

BILL TO

Stewart crouch

115 E Magnolia Angelton tx 77515
☎ 9798486614
scrouch@angleton.tx.us

DESCRIPTION	RATE	QTY	AMOUNT
Gazebo demo Demo gazebo , haul away in dumpsters.	\$1,500.00	1	\$1,500.00
TOTAL			\$1,500.00
BALANCE DUE			USD \$1,500.00



2021

CITY OF ANGLETON

ATHLETIC SPORTS

AGREEMENT

PARKS AND RECREATION DEPARTMENT

CITY OF ANGLETON

POLICY FOR USE OF PARK AND RECREATIONAL FACILITIES

This policy for use of City of Angleton Park and Recreational facilities is comprised of procedures, regulations, and guidelines designed to ensure that all facilities are utilized in a safe and efficient manner.

Priority use of the athletic facilities is reserved for associations requiring the on-going, scheduled use of a facility to provide a recreational service or to meet a community recreational need. "Sports Association," as defined for the purpose of this document, is a non-profit organization under the terms of a 501(C)(3) status of the Internal Revenue Service that conducts its own affairs within the framework of polices established by the City of Angleton for use of city facilities and recommended by the Parks Board.

CITY OF ANGLETON

ATHLETIC FACILITIES PROCEDURES AND GUIDELINES

PARTIES:

The City of Angleton, hereinafter referred to as the "City." And the City of Angleton Parks and Recreation Department, hereinafter referred to as "Parks." And the Angleton Sports Associations, hereinafter referred to as the "ASA," which consists of Angleton Little League, Angleton Girls Softball Association and Angleton Soccer Club are parties to this Agreement. Each organization shall designate one (1) person to act as the contact person for the sports association, and shall submit the person's name, title, address, home and work phone numbers to the Parks and Recreation Department. The ASA entities are responsible for updating their contract information as changes occur. The Director or Parks and Recreation, or designee, shall act as the City's liaison to the ASA.

TERM:

The term of this Agreement is from January 1 2021 to January 1 2022.

CONDITIONS FOR USE:

The ASA shall be required to attend an annual scheduling meeting. At this meeting, the ASA shall submit their requests in writing. Written requests shall be accompanied by a proof of liability insurance naming the City as an additional insured, a list of the ASA Board of Directors with appropriate addresses, both physical and email, and phone numbers, proof of their non-profit status, practice, game and tournament schedules, security deposit, annual budget, most recent financial statement and a copy of the ASA's bylaws.

The ASA shall provide a financial report to City within 45 days following the last regularly scheduled game of the 2020 season.

The ASA shall provide the City with a certificate of general liability insurance naming the City of Angleton as an additional insured, that includes verification of insurance coverage; including but not limited to Comprehensive, General Liability coverage including contractual liability, premises/operations and personal injury liability in the amount of a minimum of \$1,000,000 per person and \$2,000,000 aggregate; and property damage in the minimum amount of \$100,000.00 per occurrence.

The City will process a security deposit in the amount of one thousand (\$1,000.00), and the City will deduct any charges for damages or fees for cleaning and field and facility maintenance, without notice and as outlined in this contract. The remaining funds will be refunded by the City within one (1) month of the end of the season.

The City of Angleton and ASAs are subject to temporary closures of the fields/facility due to maintenance. The fields/facilities shall be available for public use when such use does not interfere with the League's scheduled activities and when use is reserved at the Angleton Recreation Center.

The ASA has no authority to assign or sub-lease the use of Fields/Facility. Non-ASA groups, teams or individuals seeking reserved use of city athletic facilities for tournament play may do so by delivering to the parks and recreation director at least two (2) weeks prior to such tournament beginning, the following fees (fees not received two (2) weeks in advance will be denied or not considered): Two hundred dollars (\$200.00) per tournament day without lights; two hundred fifty dollars (\$250.00) per tournament day with lights; and a deposit of one hundred dollars (\$100.00) per tournament for cleaning. The deposit will be applied to the cost of clean-up, if any, and the balance, if any will be refunded. The person paying the deposit will be responsible to the City of any additional cleaning costs. The City will be responsible for facility cleanliness and field prep.

Non-ASA groups, teams or individuals seeking use of city athletic facilities hourly or for day use may do so by completing a Pavilion and Athletic Rental application and delivering it to the Angleton Recreation Center at least one week prior to such rental, the following fees (fees not received one week in advance will be denied or not considered): Twenty dollars (\$20.00) per hour with lights or fifteen dollars (\$15.00) per hour without lights; one hundred and fifty dollars (\$150.00) per day with lights or one hundred dollars (\$100.00) per day without lights. A deposit is not applied for hourly rentals but a deposit of one hundred dollars (\$100.00) is enforced for daily rentals. The deposit for daily rentals will be applied to the cost of clean-up, if any, and the balance, if any will be refunded. The person paying the deposit will be responsible to the city of any additional cleaning costs.

When dealing with contract laborers, the ASA will file the appropriate 1099 and any other required IRS filings. Payments should reconcile to game schedules.

All Organizations shall conduct background checks on all volunteers and/or paid employees who will interact with youth, and shall maintain documentation of completed background checks for review upon request

by the City. If the background checks reveal that an employee or volunteer is unsuitable for working with youth, the ASA shall not allow the volunteer or employee to interact with youth. A person should be disqualified and prohibited from serving as a volunteer if the person has been found guilty of the following crimes:

For purposes of this policy; guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs in lieu of conviction.

SEX OFFENSES

- **All Sex Offenses** - Regardless of the amount of time since offense.

Examples include: sexual assault, prostitution, solicitation, indecent exposure, etc.

FELONIES

- **All Felony Violent Offenses** - Regardless of the amount of time since offense.

Examples include: murder, manslaughter, aggravated assault, kidnapping, robbery, etc.

- **All Felony offenses other than violence or sex within the past ten (10) years.**

Examples include: drug offenses, theft, embezzlement, fraud, child endangerment, etc.

MISDEMEANORS

- **All misdemeanor violence offenses within the past seven (7) years**

Examples include: assault, family violence assault, failure to stop and give information, theft, etc.

- **Two or more misdemeanor drug and alcohol offenses within the past 7 years.**

Examples include: driving while intoxicated, drug possession, disorderly conduct, public intoxication, possession of drug paraphernalia, etc.

PENDING CASES

Individuals found to have pending court cases for any of the disqualifying offenses will be disqualified. If the disposition of the pending case does not meet the criteria for the disqualification as listed above, the individual would then be cleared and reinstated.

SPECIAL USE OF FACILITIES:

At any time, the City reserves and retains the right to use the fields/facility and all public park facilities for City-approved events including, but not limited to, hosting athletic leagues, tournaments, special events,

programs that enhance economic development for the City as well as during an emergency. The City will make every effort to schedule City-approved events during dates and times that do not conflict with the ASA's previously submitted calendar, and scheduled activities. If the City's use conflicts with the ASA's calendar, and scheduled activities, the City will notify the ASA as soon as City is aware of the date and time of the City-approved event on the fields/facility.

FACILITY KEYS:

Prior to the execution of this Agreement, the Parks & Recreation Department shall provide the ASA with two sets of keys to all locks at the beginning of the season(s). If the City determines it is necessary to change the locks, ASA will be notified and new keys will be distributed. If the ASA is requesting locks be changed, they must contact the Parks & Recreation Department.

PARKING:

Unless specifically marked, parking spaces at sports complexes are not reserved and are available on first-come, first-served basis.

SIGNAGE:

The ASA is granted the right to solicit advertising boards at each complex. Signs placed on fencing are limited to no larger than one fence panel in length (10 feet). Signs will be limited on outfield fencing to the area between the foul poles. Two (2) sponsorship signs are allotted backstops above the top cross bar, facing viewers. They will be longer than 4 x 6 and they cannot obstruct the view. Signs along the interior gates along walkways will be no longer than 4 x 6. The City reserves the right to review and approve potential advertisers and sign content prior to installation and can mandate sign removal based on condition.

CONCESSION AND STORAGE BUILDINGS:

The City has provided a facility containing storage and concession facilities. The City agrees to maintain utility service to the concession and storage structure's various components including, electrical, plumbing, roofing and other systems that contribute to their safe and efficient operation. The City shall inspect the concession stand two (2) weeks prior to the first game of the season and no later than two (2) weeks after the last game of the season. The ASA agrees it will solely operate appliances in the concession stand or storage rooms during league games, tournaments and outside tournaments. All revenues produced by concession operations shall belong to the ASA. The ASA is responsible for meeting all applicable laws, ordinances and codes regarding the following sales tax, safety and any other issue relative to concession operations.

RESTROOM FACILITIES:

The City has provided a facility containing restroom facilities. The City agrees to maintain utility service to the restroom's various components including, electrical, plumbing, roofing and other systems that contribute to their safe and efficient operation. The restroom facility will remain open to the public for use. The City will provide weekday custodial services for the restroom facility. The ASA is responsible for ensuring that restrooms are stocked with hand soap, toilet paper and paper towels, at the ASA's expense during the ASA's use of the facilities, including during tournaments, to assure restrooms are clean and operable. The ASA must ensure restrooms are clean, free of litter, vacant, water is turned off, and lights are turned off before leaving fields. City employees forced to clean restrooms, outside of weekday custodial services, will result in a fee of \$20.00 per man hour being deducted from the ASA security deposit.

DAMAGES AND VANDALISM:

The ASA assumes responsibility and will bear the cost for repairs to the fields/facilities due to any damage caused by the ASA's activities. If the ASA does not pay for the repairs, the City shall pay for the repairs out of the ASA's deposit, and the ASA forfeits the right to any additional use of the fields/facilities until the deposit is replenished. The ASA is responsible for immediately notifying the City in the event of any malfunction or damage to City infrastructure or City property.

ASA's with access to facilities should make every effort to mitigate vandalism by securing all doors, windows, or any other point from which persons could enter. The City will share in the responsibility of deterrence by providing sufficient lighting, frequent security patrols, overall security assessment, and other measures upon the review and permission of the Parks and Recreation Director.

Repairs to City facilities caused by vandalism will be the responsibility of the City, unless the vandalized facility was vacated before being properly secured by the ASA. The City will repair or replace as necessary, the following equipment: air conditioners and/or heaters, electrical and lighting systems, plumbing systems, or others upon review and permission of the Parks and Recreation Director. The ASA will be responsible for replacing or repairing vandalized items which are built by the ASA. The City shall not be responsible for loss and/or damages to any property, equipment, supplies, etc. not owned by the City.

PARK AND ATHLETIC FACILITY ORDINANCES:

ASA agrees to comply with all city ordinances, including Code of Ordinances, Chapter 17, Article III, Use of Public Parks, and all state laws. ASA agrees to promptly notify the Angleton Police Department of any violations of state laws or city ordinances on the fields/facilities as soon as they come to the attention of the ASA Officials.

FIREARMS:

It is unlawful for any person to carry a trapping device or carry or discharge any firearm, pneumatic

weapon, including but not limited to, a BB gun or pellet gun, spring-gun, cross-bow, bow and arrow or slingshot on or over any park; except as otherwise provided by law, it is an exception to subsection (a) if a person: carries in a park a concealed handgun, or a handgun in a shoulder or belt holster, and is licensed under V.T.C.A., Government Code Ch. 411 Sub Chapter H (Handgun Licensing Law). (Code of Ordinances, Chapter 17, Article III, Section 17-60)

MAINTENANCE OF PARK AND RECREATIONAL FACILITIES:

The ASA will provide general maintenance of fields/facilities so that it may be used safely and efficiently. General maintenance includes mowing, watering and trimming along fence lines, light poles, sidewalks, bleachers, buildings, restrooms and concessions areas etc. throughout the contract term.

Proper maintenance shall include; expertise, labor and equipment to provide sport specific, industry accepted, field maintenance practices and techniques in order to keep the infields in playable condition. ASA shall mow the turf infields at their respective complexes throughout their playing seasons. All ASA may be required at the request of the Parks and Recreation Director to mow playing field turf during scheduled seasonal play. This does not preclude the use of these fields by other organizations if approved by the Parks and Recreation Director. City employees forced to maintain fields/facilities will result in a fee of \$20.00 per man hour, in addition to cost of supplies, being deducted from the ASA security deposit.

The ASA shall also be responsible for any chemical applications, including insecticide and herbicide applications. Regulated chemicals must be applied by a licensed applicator and the ASA must notify the City at least one week prior to the application of any chemical.

The ASA is responsible for correcting hazardous conditions related to the ASA's activities.

The ASA is also responsible for, and shall pay for specific sports requirements including, but not limited to, watering, placement of bases, chalking foul/boundary lines, dragging infields, and screening.

The ASA shall furnish and maintain their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets, etc.). ASA shall provide proper maintenance of the dirt infield areas year-round at their respective athletic complexes.

The ASA shall remove trash debris and litter from dugouts, around concession stands, playing fields, facilities/buildings, parking areas, and common areas. All trash, debris and litter shall be deposited in dumpsters on the park grounds.

Storage of equipment or materials needed to operate must be contained locked storage room(s) or receptacle(s) placed in a City-approved location. The City is not responsible for the damage, loss or theft of any equipment, supplies or materials stored by the ASA.

The City shall provide field lights for ASA's scheduled activities. If ASA activities end early and prior to the time previously submitted in the schedule provided to the City, ASA will contact the Parks and Recreation Director, or designee, to advise them that the lights may be turned off.

Work requests shall be called or emailed to the Parks and Recreation Director, or designee. Please give

ample notice so Parks can schedule repairs.

THE CITY OF ANGLETON WILL NOT BE HELD LIABLE AND WILL BE HELD HARMLESS FOR ANY CONTENTS OWNED AND STORED BY ANY ASA IN ANY BUILDING PERTAINING, BUT NOT LIMITED TO, THEFT, VANDALISM, STORM DAMAGE OR ANY ACT CAUSING DAMAGE OR DESTRUCTION OF ASA OWNED CONTENTS.

STORAGE OF CONTENTS BY ANY ASA IS AT THE RISK AND FINANCIAL OBLIGATION FOR REPAIR OR REPLACEMENT OF CONTENTS BY THE ASA.

IF, AND WHEN, THE CITY OF ANGLETON DETERMINES THE STORAGE BUILDING NEEDS TO BE REMOVED AND/OR TORN DOWN FOR ANY REASON, THE CITY WILL GIVE ASA FORTY- FIVE (45) DAYS TO RELOCATE THEIR STORAGE CONTENTS AT THE EXPENSE OF ASA.

Signature of Acknowledgement 

ASA Organization *Angleton Little League Baseball*

POLICING REQUIREMENTS:

The City expects each ASA to not leave trash/recycling containers full or overflowing during and after their activities. In addition, all ASAs, organizations and individuals should make every effort to police the facilities, buildings, parking areas and common areas for trash, debris and litter associated with their activities. All trash, debris and litter shall be deposited in the trash receptacles or dumpsters on the park grounds.

ENHANCEMENTS:

Requests for improvements and enhancements to fields or facilities must be submitted in writing to the Parks and Recreation Director at least thirty (30) days prior to the desired date of installation or improvement. The ASA shall not install, build or perform any type of facility or property improvements without the prior written consent of the Director of Parks and Recreation or designee. All improvements may require Council action and must meet the City's inspection codes and/or ordinance requirements. These improvements and enhancements include, but are not limited to, enlarging ball fields, establishing new fields, cutting trees, extra landscaping, modifying irrigation systems, constructing buildings, and installing scoreboards, bleachers, netting and batting cages.

The ASA shall be responsible for the maintenance and upkeep of any improvements and enhancements to property or facilities that are made by the ASA after City approval.

All improvements to fields and facilities shall become the property of the City. Nothing in this Agreement shall be construed as a grant of ownership rights to the ASA. All ownership and property rights remain with the City.

The City retains the right to remove such property improvements or enhancements.

EMERGENCIES AND ACCIDENTS:

ASA, organizations and individuals shall report any and all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation office at the beginning of the first business day following the accident. After hour emergencies involving immediate maintenance of the facility shall be reported immediately by contacting the Angleton Police Department at (979) 849-2383. The Police Department will contact the proper on-call staff representative.

CAPITAL IMPROVEMENT PROJECTS:

If ASA desires the City to consider funding specific capital improvement projects. ASA shall submit in writing a detailed description of the type of project for consideration (i.e., scoreboards, bleachers, etc.). Written requests should be submitted to the Parks and Recreation Director by February 1 of each year in order to be reviewed and approved by the Parks Board for consideration in the following fiscal years' program budget. The City's fiscal year runs October 1-September 30. Approval of projects is based on priority need and available funding.

TERMINATION CLAUSE:

ASA using City of Angleton Athletic Facilities may terminate their relationship with the City of Angleton voluntary or involuntary with at least ten (10) days advance written notice. Voluntary termination shall constitute a written letter of intent sent to the Parks and Recreation Director from the ASA. Upon such notification, the Parks and Recreation Director or designee shall conduct a walk-through inspection of the park premises and structures for damage and collect all keys to park facilities prior to issuing any refundable deposit. Involuntary termination shall constitute any association who fails to perform to the expectations outlined in the aforementioned sections of the Athletic Facilities Policy. As such, the ASA shall be subject to loss of park use privileges up to and including termination as a recognized ASA and forfeiture of any refundable deposit paid by the ASA. In the event of an involuntary termination, the Parks and Recreation Director shall provide written notice to the ASA listing any/all violations and allow the ASA reasonable time to bring all violations into acceptable and sustained compliance.

INDEMNIFICATION:

The ASA shall indemnify and hold harmless the City, its officers and employees from any and all claims demands, and causes of action of every kind and character arising from the actions of the ASA, its agents or employees or caused by or alleged to be caused by or arising out of or alleged to arise out of the negligence of the ASA in connection with this agreement or the activities to take place at the fields/facilities.

NOTICES:

All notices must be in writing and shall be deemed validly provided if given by personal delivery or if sent by certified mail, postage prepaid, return receipt requested, addressed as shown below (or to any other address that the party to be notified may have designated to the sender by like notice):

CITY: City of Angleton
Director of Parks and Recreation
1601 N Valderas
Angleton, Texas 77515
Telephone: (979) 849-4364 ext. 4101
Email: mmainer@angleton.tx.gov

ASA: Angleton Little League Baseball

Telephone 979-313-8471
Fax _____
Email angletonlittleleague@gmail.com

CITY OF ANGLETON, TEXAS

By: _____

Chris Whittaker, City Manager

Date Signed: _____

“ASA”

By:  _____

Print Name: Brent Kasea

Print Title: President

Date Signed: 2/4/21

Attest:

City Secretary



2021

CITY OF ANGLETON

ATHLETIC SPORTS

AGREEMENT

PARKS AND RECREATION DEPARTMENT

CITY OF ANGLETON

POLICY FOR USE OF PARK AND RECREATIONAL FACILITIES

This policy for use of City of Angleton Park and Recreational facilities is comprised of procedures, regulations, and guidelines designed to ensure that all facilities are utilized in a safe and efficient manner.

Priority use of the athletic facilities is reserved for associations requiring the on-going, scheduled use of a facility to provide a recreational service or to meet a community recreational need. "Sports Association," as defined for the purpose of this document, is a non-profit organization under the terms of a 501(C)(3) status of the Internal Revenue Service that conducts its own affairs within the framework of polices established by the City of Angleton for use of city facilities and recommended by the Parks Board.

CITY OF ANGLETON

ATHLETIC FACILITIES PROCEDURES AND GUIDELINES

PARTIES:

The City of Angleton, hereinafter referred to as the "City." And the City of Angleton Parks and Recreation Department, hereinafter referred to as "Parks." And the Angleton Sports Associations, hereinafter referred to as the "ASA," which consists of Angleton Little League, Angleton Girls Softball Association and Angleton Soccer Club are parties to this Agreement. Each organization shall designate one (1) person to act as the contact person for the sports association, and shall submit the person's name, title, address, home and work phone numbers to the Parks and Recreation Department. The ASA entities are responsible for updating their contract information as changes occur. The Director or Parks and Recreation, or designee, shall act as the City's liaison to the ASA.

TERM:

The term of this Agreement is from 1-1-2021 to 1-1-2022.

CONDITIONS FOR USE:

The ASA shall be required to attend an annual scheduling meeting. At this meeting, the ASA shall submit their requests in writing. Written requests shall be accompanied by a proof of liability insurance naming the City as an additional insured, a list of the ASA Board of Directors with appropriate addresses, both physical and email, and phone numbers, proof of their non-profit status, practice, game and tournament schedules, security deposit, annual budget, most recent financial statement and a copy of the ASA's bylaws.

The ASA shall provide a financial report to City within 45 days following the last regularly scheduled game of the 2021 season.

The ASA shall provide the City with a certificate of general liability insurance naming the City of Angleton as an additional insured, that includes verification of insurance coverage; including but not limited to Comprehensive, General Liability coverage including contractual liability, premises/operations and personal injury liability in the amount of a minimum of \$1,000,000 per person and \$2,000,000 aggregate; and property damage in the minimum amount of \$100,000.00 per occurrence.

The City will process a security deposit in the amount of one thousand (\$1,000.00), and the City will deduct any charges for damages or fees for cleaning and field and facility maintenance, without notice and as outlined in this contract. The remaining funds will be refunded by the City within one (1) month of the end of the season.

The City of Angleton and ASAs are subject to temporary closures of the fields/facility due to maintenance. The fields/facilities shall be available for public use when such use does not interfere with the League's scheduled activities and when use is reserved at the Angleton Recreation Center.

The ASA has no authority to assign or sub-lease the use of Fields/Facility. Non-ASA groups, teams or individuals seeking reserved use of city athletic facilities for tournament play may do so by delivering to the parks and recreation director at least two (2) weeks prior to such tournament beginning, the following fees (fees not received two (2) weeks in advance will be denied or not considered): Two hundred dollars (\$200.00) per tournament day without lights; two hundred fifty dollars (\$250.00) per tournament day with lights; and a deposit of one hundred dollars (\$100.00) per tournament for cleaning. The deposit will be applied to the cost of clean-up, if any, and the balance, if any will be refunded. The person paying the deposit will be responsible to the City of any additional cleaning costs. The City will be responsible for facility cleanliness and field prep.

Non-ASA groups, teams or individuals seeking use of city athletic facilities hourly or for day use may do so by completing a Pavilion and Athletic Rental application and delivering it to the Angleton Recreation Center at least one week prior to such rental, the following fees (fees not received one week in advance will be denied or not considered): Twenty dollars (\$20.00) per hour with lights or fifteen dollars (\$15.00) per hour without lights; one hundred and fifty dollars (\$150.00) per day with lights or one hundred dollars (\$100.00) per day without lights. A deposit is not applied for hourly rentals but a deposit of one hundred dollars (\$100.00) is enforced for daily rentals. The deposit for daily rentals will be applied to the cost of clean-up, if any, and the balance, if any will be refunded. The person paying the deposit will be responsible to the city of any additional cleaning costs.

When dealing with contract laborers, the ASA will file the appropriate 1099 and any other required IRS filings. Payments should reconcile to game schedules.

All Organizations shall conduct background checks on all volunteers and/or paid employees who will interact with youth, and shall maintain documentation of completed background checks for review upon request by the City. If the background checks reveal that an employee or volunteer is unsuitable for working

with youth, the ASA shall not allow the volunteer or employee to interact with youth. A person should be disqualified and prohibited from serving as a volunteer if the person has been found guilty of the following crimes:

For purposes of this policy; guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs in lieu of conviction.

SEX OFFENSES

- **All Sex Offenses** - Regardless of the amount of time since offense.

Examples include: sexual assault, prostitution, solicitation, indecent exposure, etc.

FELONIES

- **All Felony Violent Offenses** - Regardless of the amount of time since offense.

Examples include: murder, manslaughter, aggravated assault, kidnapping, robbery, etc.

- All Felony offenses other than violence or sex within the past ten (10) years.

Examples include: drug offenses, theft, embezzlement, fraud, child endangerment, etc.

MISDEMEANORS

- **All misdemeanor violence offenses** within the past seven (7) years

Examples include: assault, family violence assault, failure to stop and give information, theft, etc.

- **Two or more misdemeanor drug and alcohol offenses** within the past 7 years.

Examples include: driving while intoxicated, drug possession, disorderly conduct, public intoxication, possession of drug paraphernalia, etc.

PENDING CASES

Individuals found to have pending court cases for any of the disqualifying offenses will be disqualified. If the disposition of the pending case does not meet the criteria for the disqualification as listed above, the individual would then be cleared and reinstated.

SPECIAL USE OF FACILITIES:

At any time, the City reserves and retains the right to use the fields/facility and all public park facilities

for City-approved events including, but not limited to, hosting athletic leagues, tournaments, special events, programs that enhance economic development for the City as well as during an emergency. The City will make every effort to schedule City-approved events during dates and times that do not conflict with the ASA's previously submitted calendar, and scheduled activities. If the City's use conflicts with the ASA's calendar, and scheduled activities, the City will notify the ASA as soon as City is aware of the date and time of the City-approved event on the fields/facility.

FACILITY KEYS:

Prior to the execution of this Agreement, the Parks & Recreation Department shall provide the ASA with two sets of keys to all locks at the beginning of the season(s). If the City determines it is necessary to change the locks, ASA will be notified and new keys will be distributed. If the ASA is requesting locks be changed, they must contact the Parks & Recreation Department.

PARKING:

Unless specifically marked, parking spaces at sports complexes are not reserved and are available on first-come, first-served basis.

SIGNAGE:

The ASA is granted the right to solicit advertising boards at each complex. Signs placed on fencing are limited to no larger than one fence panel in length (10 feet). Signs will be limited on outfield fencing to the area between the foul poles. Two (2) sponsorship signs are allotted backstops above the top cross bar, facing viewers. They will be longer than 4 x 6 and they cannot obstruct the view. Signs along the interior gates along walkways will be no longer than 4 x 6. The City reserves the right to review and approve potential advertisers and sign content prior to installation and can mandate sign removal based on condition.

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The City has provided a facility containing restroom facilities. The City agrees to maintain utility service to the restroom's various components including, electrical, plumbing, roofing and other systems that contribute to their safe and efficient operation. The restroom facility will remain open to the public for use. The City will provide weekday custodial services for the restroom facility. The ASA is responsible for ensuring that restrooms are stocked with hand soap, toilet paper and paper towels, at the ASA's expense during the ASA's use of the facilities, including during tournaments, to assure restrooms are clean and operable. The ASA must ensure restrooms are clean, free of litter, vacant, water is turned off, and lights are turned off before leaving fields. City employees forced to clean restrooms, outside of weekday custodial services, will result in a fee of \$20.00 per man hour being deducted from the ASA security deposit.

DAMAGES AND VANDALISM:

The ASA assumes responsibility and will bear the cost for repairs to the fields/facilities due to any damage caused by the ASA's activities. If the ASA does not pay for the repairs, the City shall pay for the repairs out of the ASA's deposit, and the ASA forfeits the right to any additional use of the fields/facilities until the deposit is replenished. The ASA is responsible for immediately notifying the City in the event of any malfunction or damage to City infrastructure or City property.

ASA's with access to facilities should make every effort to mitigate vandalism by securing all doors, windows, or any other point from which persons could enter. The City will share in the responsibility of deterrence by providing sufficient lighting, frequent security patrols, overall security assessment, and other measures upon the review and permission of the Parks and Recreation Director.

Repairs to City facilities caused by vandalism will be the responsibility of the City, unless the vandalized facility was vacated before being properly secured by the ASA. The City will repair or replace as necessary, the following equipment: air conditioners and/or heaters, electrical and lighting systems, plumbing systems, or others upon review and permission of the Parks and Recreation Director. The ASA will be responsible for replacing or repairing vandalized items which are built by the ASA. The City shall not be responsible for loss and/or damages to any property, equipment, supplies, etc. not owned by the City.

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Proper maintenance shall include; expertise, labor and equipment to provide sport specific, industry accepted, field maintenance practices and techniques in order to keep the infields in playable condition. ASA shall mow the turf infields at their respective complexes throughout their playing seasons. All ASA may be required at the request of the Parks and Recreation Director to mow playing field turf during scheduled seasonal play. This does not preclude the use of these fields by other organizations if approved by the Parks and Recreation Director. City employees forced to maintain fields/facilities will result in a fee of \$20.00 per man hour, in addition to cost of supplies, being deducted from the ASA security deposit.

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The ASA is also responsible for, and shall pay for specific sports requirements including, but not limited to, watering, placement of bases, chalking foul/boundary lines, dragging infields, and screening.

The ASA shall furnish and maintain their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets, etc.). ASA shall provide proper maintenance of the dirt infield areas year-round at their respective athletic complexes.

The ASA shall remove trash debris and litter from dugouts, around concession stands, playing fields, facilities/buildings, parking areas, and common areas. All trash, debris and litter shall be deposited in dumpsters on the park grounds.

Storage of equipment or materials needed to operate must be contained locked storage room(s) or receptacle(s) placed in a City-approved location. The City is not responsible for the damage, loss or theft of any equipment, supplies or materials stored by the ASA.

The City shall provide field lights for ASA's scheduled activities. If ASA activities end early and prior to the time previously submitted in the schedule provided to the City, ASA will contact the Parks and Recreation Director, or designee, to advise them that the lights may be turned off.

ample notice so Parks can schedule repairs.

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IF, AND WHEN, THE CITY OF ANGLETON DETERMINES THE STORAGE BUILDING NEEDS TO BE REMOVED AND/OR TORN DOWN FOR ANY REASON, THE CITY WILL GIVE ASA FORTY-FIVE (45) DAYS TO RELOCATE THEIR STORAGE CONTENTS AT THE EXPENSE OF ASA.



Signature of Acknowledgement



ASA Organization

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cages.

The ASA shall be responsible for the maintenance and upkeep of any improvements and enhancements to property or facilities that are made by the ASA after City approval.

All improvements to fields and facilities shall become the property of the City. Nothing in this Agreement shall be construed as a grant of ownership rights to the ASA. All ownership and property rights remain with the City.

The City retains the right to remove such property improvements or enhancements.

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ASA, organizations and individuals shall report any and all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation office at the beginning of the first business day following the accident. After hour emergencies involving immediate maintenance of the facility shall be reported immediately by contacting the Angleton Police Department at (979) 849-2383. The Police Department will contact the proper on-call staff representative.

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INDEMNIFICATION:

The ASA shall indemnify and hold harmless the City, its officers and employees from any and all claims demands, and causes of action of every kind and character arising from the actions of the ASA, its agents or employees or caused by or alleged to be caused by or arising out of or alleged to arise out of the negligence of the ASA in connection with this agreement or the activities to take place at the fields/facilities.

NOTICES:

All notices must be in writing and shall be deemed validly provided if given by personal delivery or if sent by certified mail, postage prepaid, return receipt requested, addressed as shown below (or to any other address that the party to be notified may have designated to the sender by like notice):

CITY: City of Angleton
Director of Parks and Recreation
1601 N Valderas
Angleton, Texas 77515
Telephone: (979) 849-4364 ext. 4101
Email: mmainer@angleton.tx.gov

ASA: _____

Telephone _____
Fax _____
Email _____

CITY OF ANGLETON, TEXAS

By: _____
Chris Whittaker, City Manager

Date Signed: _____

“ASA”

By:  _____

Print Name: CHRISTOPHER T. PATTERSON

Print Title: PRESIDENT

Date Signed: 1-3-2021

Attest:

City Secretary



2021

CITY OF ANGLETON

ATHLETIC SPORTS

AGREEMENT

PARKS AND RECREATION DEPARTMENT

CITY OF ANGLETON

POLICY FOR USE OF PARK AND RECREATIONAL FACILITIES

This policy for use of City of Angleton Park and Recreational facilities is comprised of procedures, regulations, and guidelines designed to ensure that all facilities are utilized in a safe and efficient manner.

Priority use of the athletic facilities is reserved for associations requiring the on-going, scheduled use of a facility to provide a recreational service or to meet a community recreational need. "Sports Association," as defined for the purpose of this document, is a non-profit organization under the terms of a 501(C)(3) status of the Internal Revenue Service that conducts its own affairs within the framework of polices established by the City of Angleton for use of city facilities and recommended by the Parks Board.

CITY OF ANGLETON

ATHLETIC FACILITIES PROCEDURES AND GUIDELINES

PARTIES:

The City of Angleton, hereinafter referred to as the "City." And the City of Angleton Parks and Recreation Department, hereinafter referred to as "Parks." And the Angleton Sports Associations, hereinafter referred to as the "ASA," which consists of Angleton Little League, Angleton Girls Softball Association and Angleton Soccer Club are parties to this Agreement. Each organization shall designate one (1) person to act as the contact person for the sports association, and shall submit the person's name, title, address, home and work phone numbers to the Parks and Recreation Department. The ASA entities are responsible for updating their contract information as changes occur. The Director or Parks and Recreation, or designee, shall act as the City's liaison to the ASA.

TERM:

The term of this Agreement is from _____ to _____.

CONDITIONS FOR USE:

The ASA shall be required to attend an annual scheduling meeting. At this meeting, the ASA shall submit their requests in writing. Written requests shall be accompanied by a proof of liability insurance naming the City as an additional insured, a list of the ASA Board of Directors with appropriate addresses, both physical and email, and phone numbers, proof of their non-profit status, practice, game and tournament schedules, security deposit, annual budget, most recent financial statement and a copy of the ASA's bylaws.

The ASA shall provide a financial report to City within 45 days following the last regularly scheduled game of the 2021 season.

The ASA shall provide the City with a certificate of general liability insurance naming the City of Angleton as an additional insured, that includes verification of insurance coverage; including but not limited to Comprehensive, General Liability coverage including contractual liability, premises/operations and personal injury liability in the amount of a minimum of \$1,000,000 per person and \$2,000,000 aggregate; and property damage in the minimum amount of \$100,000.00 per occurrence.

The City will process a security deposit in the amount of one thousand (\$1,000.00), and the City will deduct any charges for damages or fees for cleaning and field and facility maintenance, without notice and as outlined in this contract. The remaining funds will be refunded by the City within one (1) month of the end of the season.

The City of Angleton and ASAs are subject to temporary closures of the fields/facility due to maintenance. The fields/facilities shall be available for public use when such use does not interfere with the League's scheduled activities and when use is reserved at the Angleton Recreation Center.

The ASA has no authority to assign or sub-lease the use of Fields/Facility. Non-ASA groups, teams or individuals seeking reserved use of city athletic facilities for tournament play may do so by delivering to the parks and recreation director at least two (2) weeks prior to such tournament beginning, the following fees (fees not received two (2) weeks in advance will be denied or not considered): Two hundred dollars (\$200.00) per tournament day without lights; two hundred fifty dollars (\$250.00) per tournament day with lights; and a deposit of one hundred dollars (\$100.00) per tournament for cleaning. The deposit will be applied to the cost of clean-up, if any, and the balance, if any will be refunded. The person paying the deposit will be responsible to the City of any additional cleaning costs. The City will be responsible for facility cleanliness and field prep.

Non-ASA groups, teams or individuals seeking use of city athletic facilities hourly or for day use may do so by completing a Pavilion and Athletic Rental application and delivering it to the Angleton Recreation Center at least one week prior to such rental, the following fees (fees not received one week in advance will be denied or not considered): Twenty dollars (\$20.00) per hour with lights or fifteen dollars (\$15.00) per hour without lights; one hundred and fifty dollars (\$150.00) per day with lights or one hundred dollars (\$100.00) per day without lights. A deposit is not applied for hourly rentals but a deposit of one hundred dollars (\$100.00) is enforced for daily rentals. The deposit for daily rentals will be applied to the cost of clean-up, if any, and the balance, if any will be refunded. The person paying the deposit will be responsible to the city of any additional cleaning costs.

When dealing with contract laborers, the ASA will file the appropriate 1099 and any other required IRS filings. Payments should reconcile to game schedules.

All Organizations shall conduct background checks on all volunteers and/or paid employees who will interact with youth, and shall maintain documentation of completed background checks for review upon request by the City. If the background checks reveal that an employee or volunteer is unsuitable for working

with youth, the ASA shall not allow the volunteer or employee to interact with youth. A person should be disqualified and prohibited from serving as a volunteer if the person has been found guilty of the following crimes:

For purposes of this policy; guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs in lieu of conviction.

SEX OFFENSES

- **All Sex Offenses** - Regardless of the amount of time since offense.

Examples include: sexual assault, prostitution, solicitation, indecent exposure, etc.

FELONIES

- **All Felony Violent Offenses** - Regardless of the amount of time since offense.

Examples include: murder, manslaughter, aggravated assault, kidnapping, robbery, etc.

- All Felony offenses other than violence or sex within the past ten (10) years.

Examples include: drug offenses, theft, embezzlement, fraud, child endangerment, etc.

MISDEMEANORS

- **All misdemeanor violence offenses** within the past seven (7) years

Examples include: assault, family violence assault, failure to stop and give information, theft, etc.

- **Two or more misdemeanor drug and alcohol offenses** within the past 7 years.

Examples include: driving while intoxicated, drug possession, disorderly conduct, public intoxication, possession of drug paraphernalia, etc.

PENDING CASES

Individuals found to have pending court cases for any of the disqualifying offenses will be disqualified. If the disposition of the pending case does not meet the criteria for the disqualification as listed above, the individual would then be cleared and reinstated.

SPECIAL USE OF FACILITIES:

At any time, the City reserves and retains the right to use the fields/facility and all public park facilities

for City-approved events including, but not limited to, hosting athletic leagues, tournaments, special events, programs that enhance economic development for the City as well as during an emergency. The City will make every effort to schedule City-approved events during dates and times that do not conflict with the ASA's previously submitted calendar, and scheduled activities. If the City's use conflicts with the ASA's calendar, and scheduled activities, the City will notify the ASA as soon as City is aware of the date and time of the City-approved event on the fields/facility.

FACILITY KEYS:

Prior to the execution of this Agreement, the Parks & Recreation Department shall provide the ASA with two sets of keys to all locks at the beginning of the season(s). If the City determines it is necessary to change the locks, ASA will be notified and new keys will be distributed. If the ASA is requesting locks be changed, they must contact the Parks & Recreation Department.

PARKING:

Unless specifically marked, parking spaces at sports complexes are not reserved and are available on first-come, first-served basis.

SIGNAGE:

The ASA is granted the right to solicit advertising boards at each complex. Signs placed on fencing are limited to no larger than one fence panel in length (10 feet). Signs will be limited on outfield fencing to the area between the foul poles. Two (2) sponsorship signs are allotted backstops above the top cross bar, facing viewers. They will be longer than 4 x 6 and they cannot obstruct the view. Signs along the interior gates along walkways will be no longer than 4 x 6. The City reserves the right to review and approve potential advertisers and sign content prior to installation and can mandate sign removal based on condition.

CONCESSION AND STORAGE BUILDINGS:

The City has provided a facility containing storage and concession facilities. The City agrees to maintain utility service to the concession and storage structure's various components including, electrical, plumbing, roofing and other systems that contribute to their safe and efficient operation. The City shall inspect the concession stand two (2) weeks prior to the first game of the season and no later than two (2) weeks after the last game of the season. The ASA agrees it will solely operate appliances in the concession stand or storage rooms during league games, tournaments and outside tournaments. All revenues produced by concession operations shall belong to the ASA. The ASA is responsible for meeting all applicable laws, ordinances and codes regarding the following sales tax, safety and any other issue relative to concession operations.

RESTROOM FACILITIES:

The City has provided a facility containing restroom facilities. The City agrees to maintain utility service to the restroom's various components including, electrical, plumbing, roofing and other systems that contribute to their safe and efficient operation. The restroom facility will remain open to the public for use. The City will provide weekday custodial services for the restroom facility. The ASA is responsible for ensuring that restrooms are stocked with hand soap, toilet paper and paper towels, at the ASA's expense during the ASA's use of the facilities, including during tournaments, to assure restrooms are clean and operable. The ASA must ensure restrooms are clean, free of litter, vacant, water is turned off, and lights are turned off before leaving fields. City employees forced to clean restrooms, outside of weekday custodial services, will result in a fee of \$20.00 per man hour being deducted from the ASA security deposit.

DAMAGES AND VANDALISM:

The ASA assumes responsibility and will bear the cost for repairs to the fields/facilities due to any damage caused by the ASA's activities. If the ASA does not pay for the repairs, the City shall pay for the repairs out of the ASA's deposit, and the ASA forfeits the right to any additional use of the fields/facilities until the deposit is replenished. The ASA is responsible for immediately notifying the City in the event of any malfunction or damage to City infrastructure or City property.

ASA's with access to facilities should make every effort to mitigate vandalism by securing all doors, windows, or any other point from which persons could enter. The City will share in the responsibility of deterrence by providing sufficient lighting, frequent security patrols, overall security assessment, and other measures upon the review and permission of the Parks and Recreation Director.

Repairs to City facilities caused by vandalism will be the responsibility of the City, unless the vandalized facility was vacated before being properly secured by the ASA. The City will repair or replace as necessary, the following equipment: air conditioners and/or heaters, electrical and lighting systems, plumbing systems, or others upon review and permission of the Parks and Recreation Director. The ASA will be responsible for replacing or repairing vandalized items which are built by the ASA. The City shall not be responsible for loss and/or damages to any property, equipment, supplies, etc. not owned by the City.

PARK AND ATHLETIC FACILITY ORDINANCES:

ASA agrees to comply with all city ordinances, including Code of Ordinances, Chapter 17, Article III, Use of Public Parks, and all state laws. ASA agrees to promptly notify the Angleton Police Department of any violations of state laws or city ordinances on the fields/facilities as soon as they come to the attention of the ASA Officials.

FIREARMS:

It is unlawful for any person to carry a trapping device or carry or discharge any firearm, pneumatic weapon, including but not limited to, a BB gun or pellet gun, spring-gun, cross-bow, bow and arrow or slingshot on or over any park; except as otherwise provided by law, it is an exception to subsection (a) if a person: carries in a park a concealed handgun, or a handgun in a shoulder or belt holster, and is licensed under V.T.C.A., Government Code Ch. 411 Sub Chapter H (Handgun Licensing Law). (Code of Ordinances, Chapter 17, Article III, Section 17-60)

MAINTENANCE OF PARK AND RECREATIONAL FACILITIES:

The ASA will provide general maintenance of fields/facilities so that it may be used safely and efficiently. General maintenance includes mowing, watering and trimming along fence lines, light poles, sidewalks, bleachers, buildings, restrooms and concessions areas etc. throughout the contract term.

Proper maintenance shall include; expertise, labor and equipment to provide sport specific, industry accepted, field maintenance practices and techniques in order to keep the infields in playable condition. ASA shall mow the turf infields at their respective complexes throughout their playing seasons. All ASA may be required at the request of the Parks and Recreation Director to mow playing field turf during scheduled seasonal play. This does not preclude the use of these fields by other organizations if approved by the Parks and Recreation Director. City employees forced to maintain fields/facilities will result in a fee of \$20.00 per man hour, in addition to cost of supplies, being deducted from the ASA security deposit.

The ASA shall also be responsible for any chemical applications, including insecticide and herbicide applications. Regulated chemicals must be applied by a licensed applicator and the ASA must notify the City at least one week prior to the application of any chemical.

The ASA is responsible for correcting hazardous conditions related to the ASA's activities.

The ASA is also responsible for, and shall pay for specific sports requirements including, but not limited to, watering, placement of bases, chalking foul/boundary lines, dragging infields, and screening.

The ASA shall furnish and maintain their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets, etc.). ASA shall provide proper maintenance of the dirt infield areas year-round at their respective athletic complexes.

The ASA shall remove trash debris and litter from dugouts, around concession stands, playing fields, facilities/buildings, parking areas, and common areas. All trash, debris and litter shall be deposited in dumpsters on the park grounds.

Storage of equipment or materials needed to operate must be contained locked storage room(s) or receptacle(s) placed in a City-approved location. The City is not responsible for the damage, loss or theft of any equipment, supplies or materials stored by the ASA.

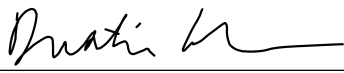
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Angleton Soccer Club

ASA Organization

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CITY OF ANGLETON, TEXAS

By: _____
Chris Whittaker, City Manager

Date Signed: _____

“ASA”

By:  _____

Print Name: Dustin Mercado

Print Title: President

Date Signed: 1/26/2021

Attest:

City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/8/2021

PREPARED BY: Megan Mainer

AGENDA CONTENT: Discussion and possible action on a partnership agreement with AISD CATS Academy for Peach Street Detention improvements and maintenance.

AGENDA ITEM SECTION: Parks

BUDGETED AMOUNT: Not Budgeted **FUNDS REQUESTED:** TBD

FUND: TBD

EXECUTIVE SUMMARY:

Dale Hrabovsky approached the Parks & Recreation Department regarding a potential partnership between the City and AISD CATS Academy to improve Peach Street Detention and green space in exchange for long-term trail and tree maintenance. Site improvements would be phased and would include a monarch waystation, bird boxes, benches, a walking path, bluebonnet patch and signage.

CATS Academy would assist with trail development and maintenance, fence line tree maintenance, and construction of bird boxes. Some resources from City storage may be useful and available as a donation to non-profit entities (i.e. scrap lumber for bird boxes).

The City would be responsible for monarch garden and waystation signage, purchase and installation of benches, purchasing and sowing bluebonnets, and cost associated with an accessible loop trail.

Staff recommends several site amenities be phased over a three-year period so funds can be budgeted appropriated in the City's CIP plan. The City could, also, engage other partners and accept donations for items like bench memorials.

Staff will have the City Attorney draft a partnership agreement outlining responsibilities and assurances of each party if the Parks & Recreation Board authorizes staff to pursue a partnership agreement with AISD CATS Academy.

RECOMMENDATION:

Staff recommends the Parks & Recreation Board authorize staff to pursue a partnership agreement with AISD CATS Academy for Peach Street Detention improvements and maintenance.

January 4, 2021

Re: Proposal for Peach Street Nature Trail

This proposal is regarding turning the west end of the vacant property located on Peach Street into a nature trail and monarch butterfly waystation. The property is owned by the City of Angleton and is currently used as a storm water detention area.

The nature trail will wind its way through the U-shaped area of trees and along the grassy opening near the street to create a circular path. Along the path will be small side trails leading to benches overlooking the center grassy area. This grassy area will be transformed into a Monarch Waystation. Along the trail will be nature-related amenities such as songbird nest boxes, wildlife feeders (squirrel and bird), and possibly a bat roosting box. A small bridge may also need to be constructed over a low water area in the southern portion of the trail.

This project, if accepted by the City of Angleton, will be partially constructed and maintained by the students enrolled at CATS Academy, an alternative education campus for Angleton ISD. We are here to help these students build positive attitudes, skills, and habits through academic and behavioral interventions so they can achieve success in their future. Our goal with building and maintaining the nature trail is to give the students an opportunity to gain knowledge of civic responsibility and to fulfil the community service requirement of our Path College Career class. This class teaches the students study and communication skills, social-emotional learning, and helps to guide them in deciding on the right college or career for them.

This is our commitment to the project. During the school year, CATS Academy students will work one or two class periods per week clearing the path for the nature trail and then maintaining the trail after completion. We will also give as much assistance and effort as necessary to construct the Monarch Waystation once

plans for it have been completed. CATS Academy will also provide the necessary hand tools for clearance and maintenance. We are available to begin clearing the trail as soon as everything is approved by both the City and AISD. The clearing of a natural dirt trail should not take more than four weeks.

A timeline for total completion of the project will become more clear when the construction details are worked out (installation of benches, possible foot bridge construction, Monarch Waystation, and ADA accessibility). The school district is not able to commit funds or materials to this project, but we can provide labor and the use of our tools. Angleton ISD students would build nest boxes and items for the Monarch Waystation, but construction of items such as a foot bridge, if needed, would be the responsibility of the city.

Thank you for considering our proposal for the creation of the Peach Street Nature Trail. I am excited to be a part of this project with Angleton ISD, CATS Academy, and the City of Angleton. I know this will be as much a benefit to our students as it will be to our community.

Respectfully submitted,

Dale Hrabovsky

Teacher, CATS Academy

High School Science

High School Path College Career

Garden Facilitator

PEACH STREET DENTENTION

CITY OF ANGLETON & AISD PARTNERSHIP



KEY

-  Bird Boxes
-  Butterfly Garden
-  Walking Trail
-  Bluebonnet Patch

TABULAR SUMMARY

PROJECT: Peach Street Detention					
		ESTIMATE	Phase 1	Phase 2	Phase 3
1	<u>PROFESSIONAL SERVICES</u>				
	NA				
		\$ 0.00	0.00	0.00	0.00
2	<u>CONSTRUCTION ELEMENTS</u>				
	A. Butterfly Garden (Paid for by KAB?)				
	1. Plants/mulch/bed work/hardscapes	\$ 5000.00	5000.00	0.00	0.00
	B. Recreational Trail (Long-term)				
	1. Clearing - To be completed by CATS		NA	NA	NA
	2. 10' Trail concrete (3000ft or about .5 miles)	\$ 94100.00	0.00	0.00	94100.00
	2. Bridge - Could be addressed by TMN or Boy Scouts	\$ 500.00	0.00	500.00	0.00
	C. Wildflower Patch				
	1. Bluebonnets 20 lbs/acre @ \$39 (4 acres)	\$ 3120.00	3120.00	3120.00	1560.00
	2. Wildflower Donation - Chris Whittaker	\$ -250.00	-250.00	0.00	0.00
	D. Site Furnishings				
	1. Benches - four total, \$1200ea Seek Bench Sponsorship	\$ 4800.00	0.00	2400.00	2400.00
	2. Butterfly Waystation Signage	\$ 17.00	17.00	0.00	0.00
	3. Bird Houses - To be Completed by CATS	\$ 0.00	0.00	0.00	0.00
	4. Water Fountain	\$ 1190.00			1190.00
	E. Miscellaneous				
	1. Concrete for site furnishings	\$ 300.00	100.00	100.00	100.00
	TOTAL CONSTRUCTION	\$ 108777.00	7987.00	6120.00	99350.00