



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, NOVEMBER 8, 2022, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

- [1.](#) Presentation of Proclamation by the Mayor.
- [2.](#) Presentation of employee service awards.
- [3.](#) Presentation of Certificates of Appreciation.

CONSENT AGENDA

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

- [4.](#) Discussion and possible action on Resolution 20221108-004 updating the authorized representatives on the City's accounts with TexPool.

- [5.](#) Discussion and possible action on Resolution 20221108-005 updating the authorized representatives on the City's accounts with TexSTAR.
- [6.](#) Discussion and possible action authorizing the City Manager to enter into an agreement with Mitchell Tax Law for professional services.

PUBLIC HEARINGS AND ACTION ITEMS

- [7.](#) Conduct a public hearing and receive comment on a request by Holy Comforter Episcopal Church pursuant to Sec. 28-63, SUP-Specific Use Permits for a Specific Use Permit for a Columbarium Wall in the CBD, Central Business Zoning District at 227 Chenango St./234 S. Arcola St., Angleton, TX.
- [8.](#) Discussion and possible action on Ordinance 20221108-008 a request by Holy Comforter Episcopal Church pursuant to Sec. 28-63, SUP-Specific Use Permits for a Specific Use Permit for a Columbarium Wall in the CBD, Central Business Zoning District at 227 Chenango St./234 S. Arcola St., Angleton, TX.
- [9.](#) Conduct a public hearing and receive comment on a Text Amendment request to amend Section 28-81(b), Use Regulations (Charts), Section 28-112, Definitions (Cemetery or mausoleum), Adding "Columbarium" as a S.U.P., Specific Use Permit within the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial-Office/Retail (C-OR), and Light Industrial (LI) Districts.
- [10.](#) Discussion and possible action on Ordinance 20221108-010 Text Amendment request to amend Section 28-81(b), Use Regulations (Charts), Section 28-112, Definitions (Cemetery or mausoleum), Adding "Columbarium" as a S.U.P., Specific Use Permit within the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial- Office/Retail (C-OR), and Light Industrial (LI) Districts.

REGULAR AGENDA

- [11.](#) Discussion and possible action on the Ashland Section 2, Preliminary Plat.
- [12.](#) Discussion and possible action on an agreement with Community Showcase Banners, LLC and authorize the City Manager to execute the agreement.
- [13.](#) Discussion and possible action on recommended sidewalk projects through ARPA II funds.
- [14.](#) Discussion and possible action on awarding the Brazoria County Courthouse Expansion Utility & Improvements Project bid to Matula Matula Construction, Inc.
- [15.](#) Discussion and possible action on the Angleton Operations Complex and the path forward.
- [16.](#) Presentation, discussion, and possible comment on future and potential development project applications for development in the City of Angleton and in the ETJ: 1. Stasny Ranch a mixed-use development with residential, commercial, and industrial uses,

2. Austin Colony Development amendments, revisions, modifications requested by the developer on a previously approved development with executed development agreement, and 3. Ashland Development/Ashton Gray. Staff would like to update City Council on development status and agreements, and outstanding related issues. Questions will be addressed by Senior Leadership and project representatives. No action is required.

EXECUTIVE SESSION

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

17. Deliberation regarding personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, pursuant to Section 551.074 of the Texas Government Code. (City Manager Evaluation)

OPEN SESSION

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

ADJOURNMENT

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

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, November 4, 2022, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez
Michelle Perez, TRMC
City Secretary

In compliance with the Americans with Disabilities Act, the City of Angleton will provide reasonable accommodations for persons attending City Council 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 citysecretary@angleton.tx.us.

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

WHEREAS, faithful members of the community for 40 years, Marc and Terri Holder have devoted their lives to serving the people of Angleton and Brazoria County; and

WHEREAS, Marc and Terri have been married 41 years, have 3 children and 10 grandchildren, and have been very involved in their church, Second Baptist Church in Angleton; and

WHEREAS, they graduated in 1982 with J.D. degrees from South Texas College of Law, owned a private practice specializing in family law in Downtown Angleton, and became elected judges in Brazoria County

WHEREAS, Marc was elected in 2002 and is presiding Judge over County Courts in Brazoria County, and has served as a Rotary member, taught Criminal Justice at Angleton Community College, served on the board of the Boys & Girls' Club, volunteered countless hours coaching and umpiring with the Angleton Girls' Softball Association, has been a Sunday School teacher, Deacon and musician with his church; and

WHEREAS, Terri was elected in 2010 and became the first female District Court Judge in Brazoria County, she founded Brazoria County's Veterans' Court in 2016, implemented the county's "For Kids' Sake" Program, and has been on the board for the Brazoria County Fair Association and the Chief's Advisory Committee of the Freeport Police Department; and

WHEREAS, many residents, friends and family want to recognize Marc and Terri's great service to our community and encourage all citizens of Angleton to take a moment to honor them upon their retirement.

NOW, THEREFORE, I, Jason Perez, Mayor of the City of Angleton, Texas, along with the City of Angleton City Council, do hereby proclaim to all citizens and set seal hereto, Friday, December 9, 2022 as

"MARC AND TERRI HOLDER DAY"

PROCLAIMED this 8th day of November 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 8, 2022
PREPARED BY: Colleen Martin
AGENDA CONTENT: Presentation of employee service award.
AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

Presentation of a Service Award to Marissa Martinez and Jimmie McGowen, for 5 years of service to the City of Angleton.

RECOMMENDATION:

Presentation of Service Award.



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 8, 2022

PREPARED BY: Colleen Martin

AGENDA CONTENT: Presentation of Certificates of Appreciation.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

Presentation of Certificates of Appreciation for assistance with the Belize Sister City project.

RECOMMENDATION:

Presentation of Certificates.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/8/2022

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible action on a resolution updating the authorized representatives on the City’s accounts with TexPool.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The attached resolution updates the authorized representatives for the City’s investment accounts with TexPool. The former Finance Director and former City Secretary are still listed as authorized representatives. The resolution will remove the two former employees and add myself and City Secretary Michelle Perez as authorized representatives.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution no. _____



Resolution Amend Item 4. Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

*** Required Fields**

1. Resolution

WHEREAS,

City of Angleton

7 7 1 5 1

Participant Name*

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Phillip Conner Finance Director

Name Title

9 7 9 8 4 9 4 3 6 4 9 7 9 4 5 9 7 9 9 9 pconner@angleton.tx.us

Phone Fax Email

Signature

2. Tenecha Williams Assistant Finance Director

Name Title

9 7 9 8 4 9 4 3 6 4 9 7 9 4 5 9 7 9 9 9 twilliams@angleton.tx.us

Phone Fax Email

Signature

3. Chris Whittaker City Manager

Name Title

9 7 9 8 4 9 4 3 6 4 9 7 9 4 5 9 7 9 9 9 cwhittaker@angleton.tx.us

Phone Fax Email

Signature

1. Resolution (continued)

Item 4.

4.

Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , .

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dtsystems.com

Fax: 866-839-3291



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/8/2022

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible action on a resolution updating the authorized representatives on the City’s accounts with TexSTAR.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The attached resolution updates the authorized representatives for the City’s investment accounts with TexSTAR. The former Finance Director and former City Secretary are still listed as authorized representatives. The resolution will remove the two former employees and add myself and City Secretary Michelle Perez as authorized representatives.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution no. _____



AMENDING RESOLUTION

WHEREAS, City of Angleton

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Section 5 This resolution and its authorization shall continue in full force and effect until amended or revoked by the City of Angleton, and until TexSTAR receives a copy of any such amendment or revocation. This resolution is hereby introduced and adopted by the City of Angleton at its regular meeting held on the 8th day of November 2022.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

- 1. Name: Phill Conner Title: Finance Director
 Signature: _____ Phone: 979-849-4364 x 2136
 Email: pconner@angleton.tx.us
- 2. Name: Tenecha Williams Title: Ass't Finance Director
 Signature: _____ Phone: 979-849-4364 x 2133
 Email: twilliams@angleton.tx.us
- 3. Name: Chris Whittaker Title: City Manager
 Signature: _____ Phone: 979-849-4364 x 2112
 Email: cwhittaker@angleton.tx.us
- 4. Name: Michelle Perez Title: City Secretary
 Signature: _____ Phone: 979-849-4364 x 2115
 Email: mperez@angleton.tx.us

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: _____

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED November 8, 2022

City of Angleton

(NAME OF PARTICIPANT)

SIGNED BY: _____
(Signature of official)

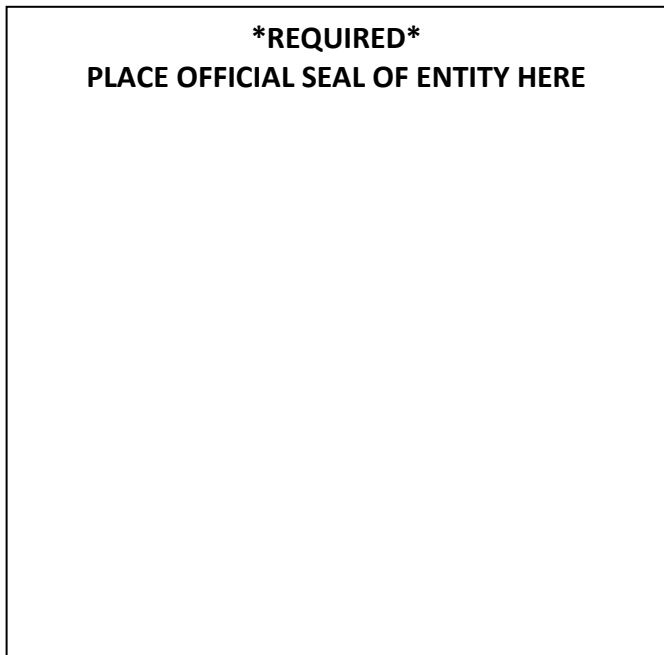
(Printed name and title)

ATTESTED BY: _____
(Signature of official)

(Printed name and title)

FOR INTERNAL USE ONLY
APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

.....
AUTHORIZED SIGNER





AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/8/2022

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible action authorizing the City Manager to enter into an agreement with Mitchell Tax Law for professional services.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: \$9,000

FUND: N/A

EXECUTIVE SUMMARY:

The attached agreement allows the City Manager to sign an agreement with Mitchell Tax Law for services related to an audit of the City's payment of contract labor to various vendors.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to sign the agreement with Mitchell Tax Law.

SERVICE AGREEMENT

CLIENT: City of Angleton

ADVANCE PAYMENT: \$3,000.00

SERVICES: MTL will assist Client with its IRS employment tax audit and/or appeal.

Terms of Agreement

This Service Agreement (“Agreement”) is entered into by and between the Client, as identified above, and Mitchell Tax Law, LLC (“MTL”) as of the date the fee provided for herein is paid. No additional services shall be provided absent a written agreement signed by both parties.

PAYMENT:

Client agrees to pay the Advance Payment to MTL. This money is a minimum fee for the reservation of MTL’s services, to ensure that MTL will not represent anyone else relative to Client’s matter without Client’s consent.

- The minimum fee will be earned by MTL immediately upon payment and will be deposited in MTL’s business account rather than a client trust account;
- MTL will provide services to Client on an hourly basis until the value of those services is equivalent to the minimum fee;
- When this Agreement ends, Client will not be entitled to a refund of any portion of the minimum fee, even if the Agreement ends before MTL has provided services equivalent in value to the minimum fee, unless it can be demonstrated that the minimum fee is clearly excessive fee under the circumstances; and
- Once the sum of the charges exceed the minimum fee, Client agrees to make additional advance payments to cover services provided in excess of the minimum fee and MTL shall not be obligated to provide any services in excess of the amount of the advance payment on account and this Agreement shall terminate if Client fails to timely advance additional advance payments as instructed by MTL.

Our current hourly rates are as follows: \$425/hour for a partner attorney, including Kreig Mitchell, \$350/hour for an attorney with six or more years of experience, \$300/hour for other attorneys, \$150/hour for senior paralegals, \$125/hour for other paralegals, \$100 for legal assistants or tax analysts, and \$75/hour for administrative professionals. There is an additional \$25/hour if the attorney is also a managing director. MTL periodically revises its hourly fees and reserves the right to do so once

each year. If our hourly fees are revised, MTL will provide a copy of the revised fee schedule to Client one month in advance of the date the revised hourly fees will take effect. Note that emails and phone calls will be billed in 10-minute increments.

STANDARD TERMS:

This Agreement includes the Standard Terms set out below. Client acknowledges that he/she has read the Standard Terms.

By signing this agreement, Client agrees to be bound by the terms of this Agreement.

By: _____
Title: _____

STANDARD TERMS

This Service Agreement ("Agreement") is entered into by and between the client identified above ("Client") and Mitchell Tax Law, LLC ("MTL"), a Texas limited liability company.

This Agreement will not take effect and MTL will have no obligation to provide services for Client until Client returns a signed and dated copy of this Agreement, any required intake form(s), and makes the payment called for in this Agreement.

In addition to paying the fees described above, Client shall reimburse MTL for all costs (i.e., out-of-pocket expenses) reasonably incurred by MTL in connection with Client's matter, including but not limited to: filing fees; attorney ad litem fees, courier or delivery services; out-of-office photocopying at actual costs; parking; mileage at the current IRS financial standards mileage rate; and other similar items.

If any tax returns need to be prepared and/or bookkeeping services are required for MTL to provide the legal services called for by this Agreement, the tax preparation and/or bookkeeping services will be listed above as "services" to be provided pursuant to this Agreement. MTL shall engage BKPR Group LLC ("BKPR") to perform said tax return preparation and/or bookkeeping services to assist MTL in providing legal services to Client. BKPR shall bill MTL directly for these services and the Client agrees to pay MTL for these services as part of the fee to be paid to MTL, set out above.

MTL represents multiple parties which may create a conflict of interest. If applicable, by signing this Agreement Client acknowledges this potential conflict of interest and expressly authorizes MTL to represent Client in this matter.

Client acknowledges that MTL cannot take sides in any dispute between spouses, business partners, employees, etc. regarding any tax matter affecting either or both of them. Client waives any conflict of interest that may arise in regard to such dispute. It is agreed that any information communicated to one spouse, business partner, etc. by MTL shall be deemed communicated to all parties.

Client acknowledges and agrees that MTL will, in performing the services, base its conclusions on the facts and assumptions that Client furnishes and that MTL may use records, data, material, and other information furnished by or at the request or direction of Client without any independent investigation or verification and that MTL shall be entitled to rely upon the accuracy and completeness of such data, material and other information. Inaccuracy or incompleteness of such data, material and other information furnished to MTL could have a material effect on MTL's conclusions.

This Agreement may be terminated by either of us at any time. In any case, this agreement will terminate after the completion of services.

Client must terminate by giving written notice to MTL not less than 30 calendar days before the effective date of termination and the engagement will be terminated effective on the 30th calendar day. In the event that Client terminates this Agreement, Client agrees to be responsible for all fees and charges incurred through the date of termination.

To be clear, please be advised that this Agreement shall terminate and MTL will withdrawal from the matter if, for example, but not limited to, Client fails to provide information requested by MTL as needed to carry out the services provided in the Agreement, Client fails to respond timely to MTL, Client breaches any term of this Agreement, or the services reach their final conclusion as determined by MTL in its sole discretion.

No partial invalidity of this Agreement shall affect the remainder of the Agreement.

Any dispute or claim arising out of or relating to the Agreement between the parties or the services provided thereunder shall be brought in any court of competent jurisdiction located in Houston, Texas. Texas law shall apply.

If MTL has to bring suit to collect unpaid fees or amounts due to MTL under this Agreement, MTL shall be entitled to an award of attorney's fees and costs, including expert witness fees. Interest shall accrue on unpaid fees or amounts due to MTL at the highest lawful rate allowed in Texas and shall begin from the date the services are invoiced by MTL.

NO WARRANTIES, GUARANTEES

MTL's services under the Agreement are subject to and will be performed in accordance with professional standards applicable to the services provided by MTL. MTL disclaims all other warranties, either express or implied and makes no guarantee of success or result.

Neither Client nor MTL shall be liable to the other for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Agreement for an aggregate amount in excess of the fees paid or owing to MTL under the Agreement. In no event shall either party be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs

USE OF ELECTRONIC COMMUNICATION/STORAGE

MTL may communicate with Client by electronic mail or otherwise transmit and store documents in electronic form during the course of this engagement. Client accepts the inherent risks of these forms of communication and storage (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and agrees that it may rely only upon a final hardcopy version of a document or other communication that MTL transmits to Client unless no such hard copy is transmitted by MTL to Client.

Information relating to services MTL provides to Client, including communications between MTL and Client and material MTL creates in the course of providing said services, may be privileged and protected from disclosure to the IRS or other governmental authority in certain circumstances. As MTL is not able to assert the privilege on Client's behalf with respect to any communications for which privilege has been waived, Client agrees to notify MTL of any such waivers, whether resulting from communications with MTL or third parties in the same or a related matter. Client agrees that MTL will not assert on Client's behalf any claim of privilege unless Client specifically instructs MTL in writing to do so after discussing the specific request and the grounds on which such privilege claim would be made. Notwithstanding the foregoing, Client acknowledges that in no event will MTL assert any claim of privilege that MTL concludes, after exercising reasonable judgment, is not valid.

MTL often works on sensitive and difficult matters. Client agrees not to disparage or encourage others to disparage MTL. For purposes of this agreement, the term disparage is defined broadly to include, without limitation, comments or statements made in any matter or medium in the press and/or the media and/or on the internet about MTL which would adversely affect any manner of the conduct of the business of MTL, without limitations, to MTL's interactions or dealings with Client or others; MTL's business plans, prospects, or operations; or the business reputation of MTL. MTL agrees to be bound by the same with respect to Client.

Amendments and additions to this Agreement shall be dated and signed by all parties in the margins of the relevant text.



CITY COUNCIL AGENDA SUMMARY/ REPORT

MEETING DATE: November 8, 2022

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

AGENDA CONTENT: Conduct a public hearing, discussion, and take possible action on a request by Holy Comforter Episcopal Church pursuant to Sec. 28-63, SUP-Specific Use Permits for a Specific Use Permit for a Columbarium Wall in the CBD, Central Business Zoning District at 227 Chenango St./234 S. Arcola St., Angleton, TX.

AGENDA ITEM SECTION: Public Hearings and Action Items

LOCATION: 227 Chenango St./234 S. Arcola St., Angleton, TX.

CURRENT ZONING CLASSIFICATION: Central Business District

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND:N/A

EXECUTIVE SUMMARY: This is a request to discuss and take possible action on an application submitted by Father Travis Smith of Holy Comforter Episcopal Church for a Specific Use Permit as set forth in 28-63(c) of the Code of Ordinances for a Columbarium Wall within the CBD, Central Business Zoning District subject to the determination of a request for a Text Amendment to the Code of Ordinances, Section 28-81.

RECOMMENDED ACTION:

The proposal complies with the provision of the Comprehensive Plan and the polices contained in the Land Use Plan. The property is located within the CBD, Central Business District and is currently utilized as a place of worship and assembly.

The Planning and Zoning Commission has adopted this its Final Report and forwards it to City Council with a positive recommendation, subject to final approval and adoption of the Text Amendment request (which adds Columbarium as a Specific Use Permit), for consideration and adoption.

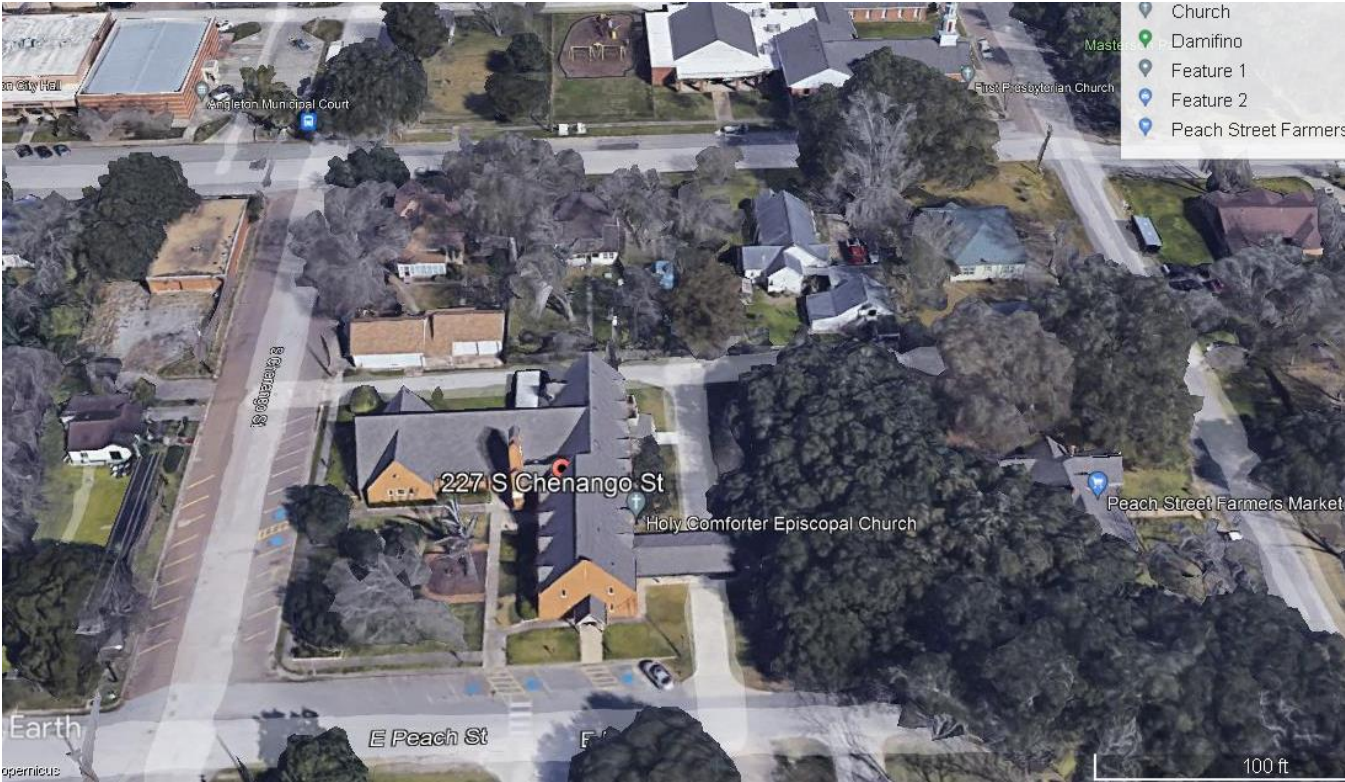
Existing Land Use and Zoning Designation: CBD, Central Business Zoning District (SUP 47)

Surrounding Land Uses and Zoning Designations:

- North:** E. Orange St. /CBD & Single Family 6.3 District (Residential)
- South:** SUP, Specific Use Permit No. 47, Holy Comforter Episcopal School
- East:** South Arcola St./ Holy Comforter Episcopal Parish House/Church Office
- West:** Holy Comforter Episcopal Church Parking Lot

Zoning History:

01-03-2019 & #2017-O-B; 2-11-2018; Authorization of a Specific Use Permit (SUP) to operate Peach Street Farmer’s Market.



Aerial Map Showing Project Site

STAFF SUMMARY AND ANALYSIS

The requested use of the property is to allow the construction of a Columbarium wall containing a number of alcoves or niches, small/recessed spaces designed to hold burial urns containing cremated remains. The requested Specific Use Permit will allow this as an accessory use to the church.

Pursuant to Sec. 28-63 a specific use permit (SUP) may be granted to a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions.

Factors for consideration: When considering applications for a specific use permit, the planning and zoning commission in making its recommendation and the city council in rendering its decision on the application shall, on the basis of the site plan and other information submitted, evaluate the impact of the specific use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location.

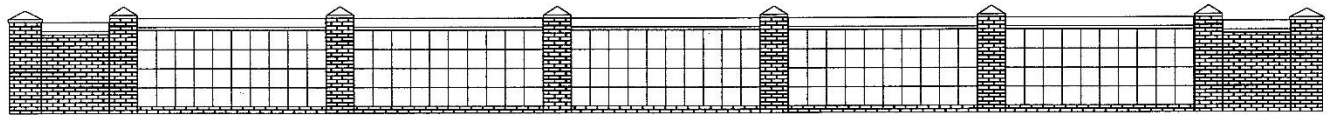
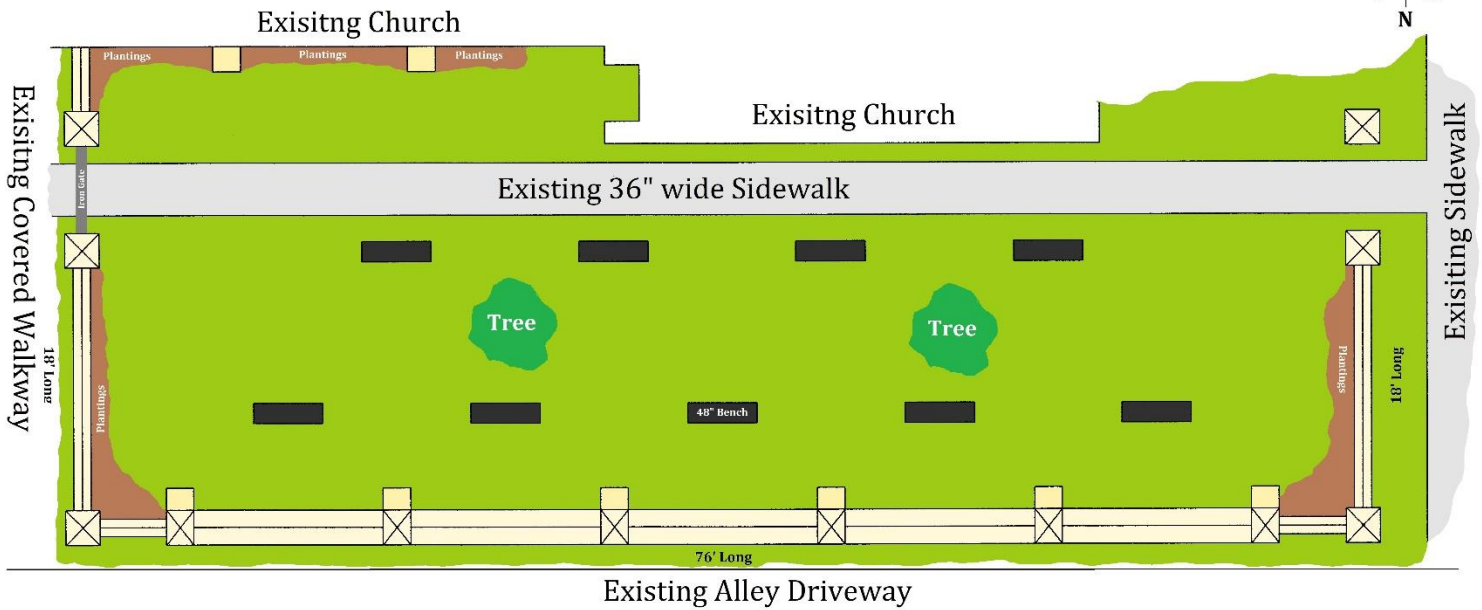
The planning and zoning commission and the city council shall specifically consider the extent to which:

- a. The proposed use at the specified location is consistent with the goals, objectives and policies contained in the adopted comprehensive plan.
- b. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.
- c. The proposed use meets all supplemental standards specifically applicable to the use as set forth in this chapter.
- d. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts.

STAFF RECOMMENDATION:

The Planning and Zoning commission recommends that the city council approves the SUP request for a columbarium wall to be installed at the subject property, subject to the successful approval of the Text Amendment request which establishes a columbarium as a defined use within an SUP within the Central Business District.

Holy Comforter 200 Single, 400 Double Interment Columbarium and Reflection Park



Interior View (South looking North) view of Columbarium Wall

Schematic Plan Layout

Photographs



View looking West on Alleyway towards S. Chenango St



View looking East on Alleyway towards S. Arcola St.



View from S. Chenango St. looking East (Photo of Church showing proposed wall location)



View from S. Chenango St. looking East toward alley



View from S. Chenango St. looking East toward alley

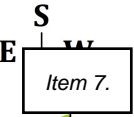


View looking south on S. Chenango St.



View from S. Chenango St. looking towards the Church

Holy Comforter 200 Single, 400 Double Interment Columbarium and Reflection Park



Existing Church

Existing Church

Existing Covered Walkway

Existing Sidewalk

Existing 36" wide Sidewalk

Tree

Tree

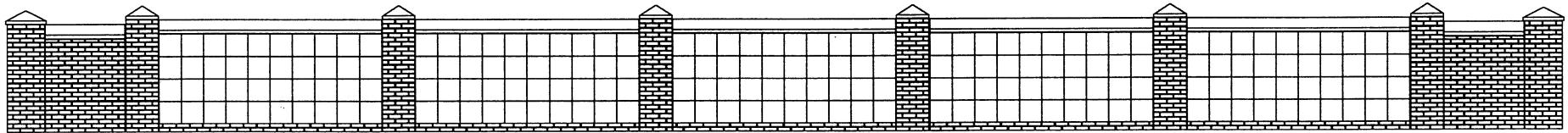
48" Bench

18' Long

18' Long

76' Long

Existing Alley Driveway



Interior View (South looking North) view of Columbarium Wall

Attachment 1: Concept Layout

Holy Comforter Episcopal Church, Angleton

COLUMBARIUM
RULES AND REGULATIONS

DESCRIPTION OF TERMS

A-1 Church:

The "Church" and "Holy Comforter" as used herein shall refer to Holy Comforter Episcopal Church of Angleton, Texas, and personnel acting on behalf of the Church.

A-2 Vestry:

"Vestry" shall refer to the Vestry of Holy Comforter Episcopal Church of Angleton, Texas.

A-3 Rector:

"Rector" shall refer to the Rector of the Church, or if there is no Rector, then it shall refer to the clergy person who is the interim Rector or Diocesan designee.

A-4 Wardens:

"Wardens" refers to the Junior Warden and the Senior Warden of the Church.

A-5 Columbarium:

That dedicated part of the Church property containing niches for the inurnment of cremated human remains contained in urns.

A-6 Subscriber:

A subscriber is one who has reserved and acquired permission to use a niche.

A-7 Niche:

One of several rectangular spaces in a permanent specially constructed framework with granite faceplates, each niche having: (1) space for receipt of up to two permanent type of containers, sometimes referred to as urns, in which cremated remains are placed; and (2) a uniform granite faceplate covering the niche opening upon which the identifying inscription is engraved.

A-8 Inurnment:

As used herein, the placement of cremated human remains within a niche in the Columbarium.

A-9 Requestor:

The owner of inurnment rights, or his or her heirs, devisees, legatees, executors, administrators, or such other party whom the Vestry may deem appropriate and authorized to make a request for the inurnment of a Subscriber after the death of the Subscriber.

GENERAL SUPERVISION OF THE COLUMBARIUM

B-1 General Planning:

The Columbarium is a part of Holy Comforter Episcopal Church, Angleton, Texas, which operates under the direction of its Rector and Vestry. The Columbarium shall be operated under these Policies and Procedures and such other policies, procedures, rules, and regulations as the Vestry may determine. Changes, amendments, revisions and deletions in such Policies and Procedures (or in the rules and regulations set forth therein) may be made from time to time by the Vestry in its discretion.

B-2. Maintenance and Repairs:

Holy Comforter Episcopal Church shall provide routine maintenance, upkeep and minor repairs to the Columbarium and Columbarium area as part of, and to the same standards as the same services are provided to other church facilities. Major repairs, defined as in excess of \$250, shall be referred to the Vestry for approval and assumed by the Church.

B-3. In-Trust Fund:

A trust account or maintenance account will be established in conjunction with the construction of the Columbarium for perpetual care and maintenance of the Columbarium area/courtyard. The Funds for said fund will be provided by a percentage of the selling price of each niche. The Fund balance shall be determined by the Rector and Vestry of Holy Comforter Episcopal Church in Angleton, Texas.

INURNMENT AND DISINURNMENT

C-1. Subject to Laws:

All inurnment, disinurnment, and/or removal of cremated remains shall be done in compliance with all federal, state and local laws and regulations, and shall also be subject to the Policies and Procedures set forth herein or as the same may be changed or amended from time to time.

C-2. Eligibility:

Inurnment in the Columbarium is available to any present or past member of Holy Comforter Episcopal Church, Angleton, Texas, and to the spouse (including life partners), children (natural born or adopted), stepchildren of such member.

C-3. Arrangement for Inurnment:

The Rector shall have complete responsibility for all religious services of committal. Sufficient and proper notices of intended inurnments shall be given to the Rector and only such religious services as the Rector may conduct or give permission for, may be performed. The inurnment shall be in the manner as directed by the Rector.

C-4. Application for Inurnment:

Requests for inurnment shall be in writing on forms provided by the Church. The Vestry reserves the right to act upon such written requests received from the owner of inurnment rights, or his or her heirs, devisees, legatees, executors, administrators, or such other party that the Vestry may deem appropriate and authorized to make such requests ("Requestor"). The Vestry's determination shall be final and shall not be subject to action in any court. No oral request for inurnment shall be honored. If the application is approved, the applicant/Subscriber shall pay the then-existing subscription fee amount set by the Vestry for reservation of niches unless alternative arrangement has been made pursuant to Paragraph C-7 below.

C-5. Holy Comforter Is Not Responsible for Subscriber/Requestor Mistakes:

The Church and the Vestry shall not be held responsible for any mistake occurring from the want of proper and precise instructions as to either the inscription upon or the location of a niche.

C-6. Holy Comforter Is Not Responsible for Permit or for Identity:

Neither the Church, nor any member of the Vestry shall be liable for obtaining any permit for inurnment, nor for the identity of the person whose remains are inurned or sought to be inurned.

C-7. No Inurnment or Engraved Inscription Permitted Without Prepayment of Costs:

Absent special written consent of the Vestry or approval (written or oral) of the Rector, no inurnment shall be permitted in any niche, nor engraved inscription made upon the granite faceplate of any niche for which the Church has not received full payment of any costs then associated with the inurnment of remains in the Columbarium. In the event such written consent from the Vestry or approval by the Rector is sought by a Subscriber or Requestor and given to a Subscriber or Requestor subject to a requirement of payment by a specified date, any and all inurnments in, or inscribed granite faceplates placed upon, the niches shall be deemed temporary and subject to fulfillment of the terms provided in the written consent or Rector approval.

If the Subscriber and Requestor fail to fully comply with the conditions of the written consent or Rector approval, the Vestry may cause the rights of the Subscriber and Requestor to terminate and return to the Requestor the remains placed in any applicable niche. The Vestry and the Church, thereupon, shall be released from any and all obligations to such Subscriber and Requestor, except that the Church shall refund any payments as may have been made toward costs that exceed the amount of such costs actually incurred.

C-8. Time Limitation; Potential Abandonment/Forfeiture of Niche:

If any niches are not used within 25 years of allotment, and if the Subscriber and the Subscriber's family are no longer known and are not located through reasonable efforts, the Vestry will be free to re-allot such niche.

C-9. Niche Capacity:

Each niche is designed to contain up to two average sized urns. Additionally, the standard engraving on the granite faceplates is designed to allow up to two names and related dates. Absent special written consent of the Vestry and written approval of the Rector, no niche may contain more than two urns.

C-10. Inurnment Rights:

Unless the Rector, after the advice and consent of the Senior Warden, or the Junior Warden, gives special written permission, only the remains of up to two persons described in C-2 above, shall be permitted to be inurned in any niche.

C-11. Inurnment Permits:

Any permits for inurnment required by local or state laws must be secured and furnished by the Subscriber, Requestor, Funeral Director, or other person having authority to act on behalf of the person whose remains are to be inurned, prior to inurnment, and at no expense to the Church.

C-12. Containers, Urns, Granite Faceplates:

Inurnments in the niche may be made only in the permanent containers or urns approved by the Vestry for use in the niches in the Columbarium area. If a Requestor or Subscriber desires to use a container or urn that differs from the standard urn(s) provided by Holy Comforter for use in the niches, the Requestor or Subscriber may request approval of such alternative urn or container from the Vestry. So long as the alternative urn or container meets size requirements (12" x 12" x 12"), is constructed of materials that are permanent, and is not of excessive value, such approval shall not be unreasonably withheld. All niche front openings are to be covered with a uniform engraving on the granite faceplate as prescribed by the Vestry.

C-13. Items and Activities Covered by Niche Subscription Fee

Holy Comforter Church will arrange for the opening and closing of niches at the time of inurnment, provide a standard urn (appropriate size, no more than 12" x 12" x 12"), and arrange for the engraving of the granite faceplate. The cost for the above will be assumed by the Church and is included in the niche subscription fee. No credit relating to the cost of the urn will be given if a Subscriber requests the use of a different urn as provided in Paragraph C-12.

C-14. The engraving of the granite faceplate on each niche, shall be completed in conformity with sections G-1, G-2, and G-3 of these Policies and Procedures.

C-15. Removal of Columbarium:

The Church expressly reserves the right at any time, to move the Columbarium within the Church campus from where it is located at present or to another location for any reason at the sole and unfettered discretion of the Vestry. If for any reason, the Church ceases to exist in its present location or the use of its facilities is converted to another use other than as a church, then all remains in the Columbarium shall, at the direction of such person or persons then having authority with respect to the affairs of the Church (which may be the governing authorities of the Episcopal Church in the Diocese of Texas), be removed to and inurned at a location designated for use as a Columbarium or, alternatively, if another site is not feasible for such use, in the Gulf of Mexico beyond the 15-mile coastal limit of the United States of America. In the event of any move or removal, all remains which are inurned in the Columbarium at that time will be removed by the Church at its cost and placed in the alternate site. The Vestry shall exercise reasonable efforts to locate and notify surviving heirs as to any of the events described in this paragraph and offer such surviving heirs the opportunity to remove the urns within three (3) years.

C-16. Niche available for Rector without subscription fee:

The Rector and former Rectors of Holy Comforter Episcopal Church may reserve a niche for themselves and their spouse (including life partner), children (natural or adopted), and/or stepchildren) without payment of the subscription fee. The extension of this benefit to Assistant or Associate Rectors shall be in the sole discretion of the Vestry.

C-17. Change of ownership of subscription thru legal process:

In the event ownership of a niche is established by due process of the law in a party other than the subscriber of record pursuant to a court order requiring recognition of such other party as the owner, the Church and the Vestry may recognize such other person or persons to be the successor(s) in use, subject to eligibility in clause C-2. In such event, no liability or claim may be asserted by reason thereof against Holy Comforter Episcopal Church of Angleton, its Rector, Wardens and Vestry of said Church, or any agent or representative of the Church.

C-18. Buy Back:

In the event the niche becomes the property of someone who does not qualify (acquiring it under any legal process), not qualifying under clause C-2, the niche may (not required) be purchased back from the legal, yet unqualified, party for the original price of the niche(s), at the discretion of the Rector and the Vestry.

DISINURNMENT AND REMOVAL

D-1. Removal Prohibited:

Removal of cremated remains is prohibited unless approved by the Vestry. In the event the Vestry approves removal, the owner of inurnment rights is responsible for removal and restoration costs. Only the Rector or Church designated person may physically remove a granite faceplate to accommodate removal of an urn.

D-2. Exchange of Niche Location:

Subject to the prior written approval of the Vestry, cremated remains and the niche granite faceplate may be removed from its original niche to a different niche in the Columbarium, when there has been an exchange or purchase made for that purpose. If the move is requested by the subscriber, the subscriber will pay the cost of removal and inurnment.

TRANSFERS AND ASSIGNMENTS

E-1. Consent of Vestry:

No transfer or assignment of inurnment rights in any niche shall be valid without the consent in writing of the Vestry and the Rector first endorsed upon such transfer or assignment and the surrender of any existing Holy Comforter Episcopal Niche Reservation Agreement relating to the inurnment rights to such niche.

E-2. Indebtedness:

No transfer or assignment shall be recognized as long as there is any indebtedness due the Church from the record niche user.

E-3. Transfer Charge:

ORDINANCE NO. 20221108-008

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS,
APPROVING SPECIFIC USE PERMIT TO ALLOW FOR
A COLUMBARIUM WALL, PROVIDING A
SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY;
AND PROVIDING FOR REPEAL AND EFFECTIVE DATE,
AND FINDINGS OF FACT.**

WHEREAS, On October 3, 2022, the City of Angleton Planning & Zoning Commission held a public hearing and approved the Specific Use Permit (SUP) submitted by Holy Comforter Episcopal Church, for the construction of a columbarium wall to be located in the Central Business District (CBD), at 227 Chenango St./234 S. Arcola St., Angleton, TX.; and

WHEREAS, on October 3, 2022, the Angleton Planning & Zoning Commission, after conducting a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the proposed columbarium wall and confirmed the location to be outside of the public right of way; and

WHEREAS, on October 25, 2022, the Angleton City Council conducted a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the proposed columbarium; and

WHEREAS, the City considered the factors and provisions set forth in the City of Angleton Code of Ordinances, Chapter 28 Zoning, Sec. 28-63 Specific Use Permits, and considered the proposal as an accessory use to a place of worship located at 227 Chenango St./234 S. Arcola St., Angleton, TX.;

WHEREAS, the City Council desires to grant the Specific Use Permit (SUP) submitted by Holy Comforter Episcopal Church to allow a columbarium wall, with the conditions set forth below;

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

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

SECTION 2. City Council approves the Specific Use Permit in accordance with City of Angleton Code of Ordinances Sec. 28-63 Specific Use Permits (SUP),

- (a.) The Columbarium wall will comply with all provisions of City of Angleton Code of Ordinances including but not limited Chapter 28 Zoning, Sec. 28-63 Specific Use Permits;
- (b.) The applicant agrees to ensure that the most current copy of the Holy Comforter Episcopal Church Rules and Regulations policy document remains on file at the Development Services Department.

SECTION 3. **Repeal.** All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 4. **Severability.** In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 4. **Effective date.** That this Ordinance shall be effective and in full force immediately upon its adoption.

SECTION 5. **Proper Notice & Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED, APPROVED AND ADOPTED THIS 8TH DAY OF NOVEMBER, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



CITY COUNCIL AGENDA SUMMARY/ REPORT

MEETING DATE: November 8, 2022

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

AGENDA CONTENT: Conduct a public hearing, discussion, and take possible action on a request by Holy Comforter Episcopal Church pursuant to Sec. 28-63, SUP-Specific Use Permits for a Specific Use Permit for a Columbarium Wall in the CBD, Central Business Zoning District at 227 Chenango St./234 S. Arcola St., Angleton, TX.

AGENDA ITEM SECTION: Public Hearings and Action Items

LOCATION: 227 Chenango St./234 S. Arcola St., Angleton, TX.

CURRENT ZONING CLASSIFICATION: Central Business District

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND:N/A

EXECUTIVE SUMMARY: This is a request to discuss and take possible action on an application submitted by Father Travis Smith of Holy Comforter Episcopal Church for a Specific Use Permit as set forth in 28-63(c) of the Code of Ordinances for a Columbarium Wall within the CBD, Central Business Zoning District subject to the determination of a request for a Text Amendment to the Code of Ordinances, Section 28-81.

RECOMMENDED ACTION:

The proposal complies with the provision of the Comprehensive Plan and the polices contained in the Land Use Plan. The property is located within the CBD, Central Business District and is currently utilized as a place of worship and assembly.

The Planning and Zoning Commission has adopted this its Final Report and forwards it to City Council with a positive recommendation, subject to final approval and adoption of the Text Amendment request (which adds Columbarium as a Specific Use Permit), for consideration and adoption.

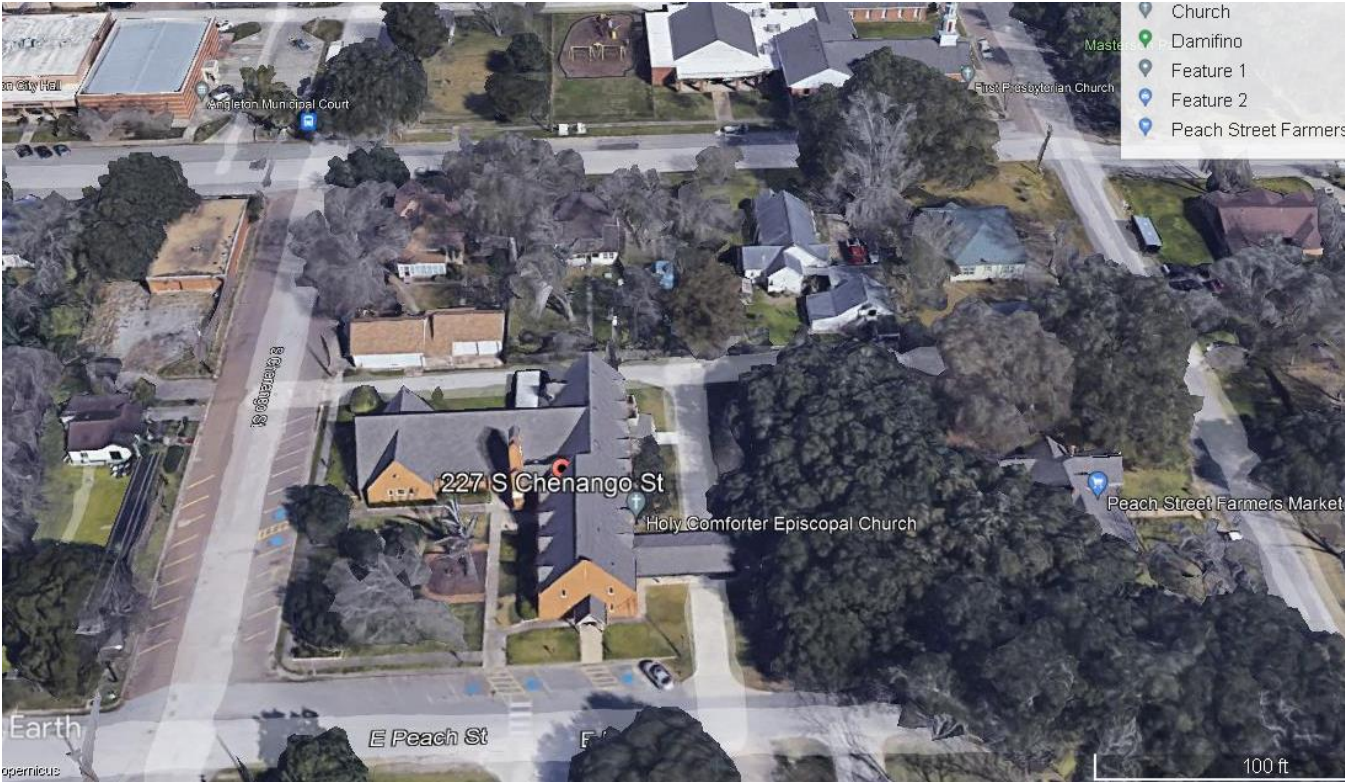
Existing Land Use and Zoning Designation: CBD, Central Business Zoning District (SUP 47)

Surrounding Land Uses and Zoning Designations:

- North:** E. Orange St. /CBD & Single Family 6.3 District (Residential)
- South:** SUP, Specific Use Permit No. 47, Holy Comforter Episcopal School
- East:** South Arcola St./ Holy Comforter Episcopal Parish House/Church Office
- West:** Holy Comforter Episcopal Church Parking Lot

Zoning History:

01-03-2019 & #2017-O-B; 2-11-2018; Authorization of a Specific Use Permit (SUP) to operate Peach Street Farmer’s Market.



Aerial Map Showing Project Site

STAFF SUMMARY AND ANALYSIS

The requested use of the property is to allow the construction of a Columbarium wall containing a number of alcoves or niches, small/recessed spaces designed to hold burial urns containing cremated remains. The requested Specific Use Permit will allow this as an accessory use to the church.

Pursuant to Sec. 28-63 a specific use permit (SUP) may be granted to a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions.

Factors for consideration: When considering applications for a specific use permit, the planning and zoning commission in making its recommendation and the city council in rendering its decision on the application shall, on the basis of the site plan and other information submitted, evaluate the impact of the specific use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location.

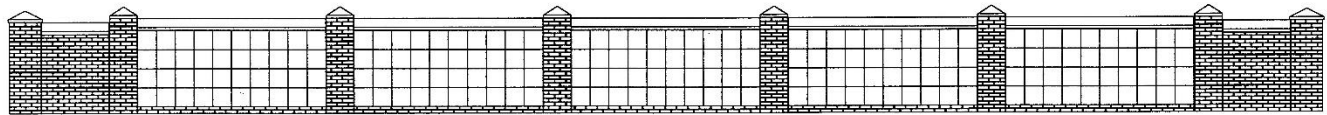
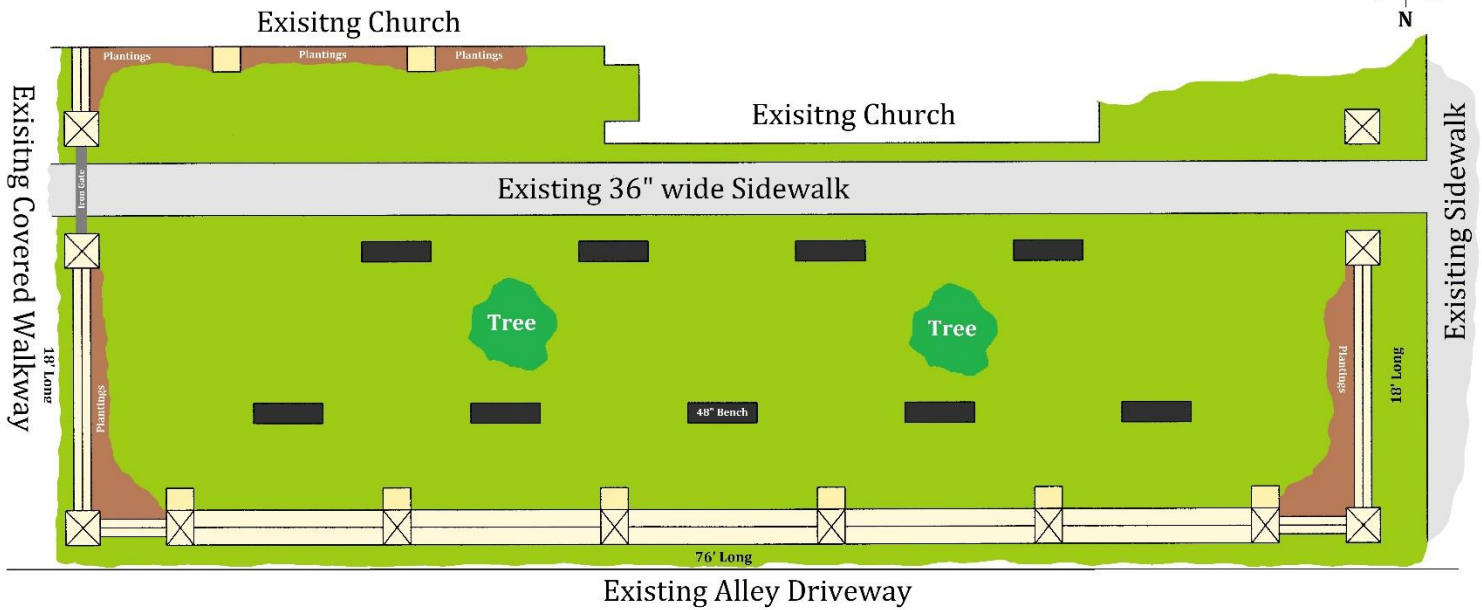
The planning and zoning commission and the city council shall specifically consider the extent to which:

- a. The proposed use at the specified location is consistent with the goals, objectives and policies contained in the adopted comprehensive plan.
- b. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.
- c. The proposed use meets all supplemental standards specifically applicable to the use as set forth in this chapter.
- d. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts.

STAFF RECOMMENDATION:

The Planning and Zoning commission recommends that the city council approves the SUP request for a columbarium wall to be installed at the subject property, subject to the successful approval of the Text Amendment request which establishes a columbarium as a defined use within an SUP within the Central Business District.

Holy Comforter 200 Single, 400 Double Interment Columbarium and Reflection Park



Interior View (South looking North) view of Columbarium Wall

Schematic Plan Layout

Photographs



View looking West on Alleyway towards S. Chenango St



View looking East on Alleyway towards S. Arcola St.



View from S. Chenango St. looking East (Photo of Church showing proposed wall location)



View from S. Chenango St. looking East toward alley



View from S. Chenango St. looking East toward alley



View looking south on S. Chenango St.



View from S. Chenango St. looking towards the Church

ORDINANCE NO. 20221108-008

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A COLUMBARIUM WALL, PROVIDING A
SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY;
AND PROVIDING FOR REPEAL AND EFFECTIVE DATE,
AND FINDINGS OF FACT.**

WHEREAS, On October 3, 2022, the City of Angleton Planning & Zoning Commission held a public hearing and approved the Specific Use Permit (SUP) submitted by Holy Comforter Episcopal Church, for the construction of a columbarium wall to be located in the Central Business District (CBD), at 227 Chenango St./234 S. Arcola St., Angleton, TX.; and

WHEREAS, on October 3, 2022, the Angleton Planning & Zoning Commission, after conducting a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the proposed columbarium wall and confirmed the location to be outside of the public right of way; and

WHEREAS, on October 25, 2022, the Angleton City Council conducted a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the proposed columbarium; and

WHEREAS, the City considered the factors and provisions set forth in the City of Angleton Code of Ordinances, Chapter 28 Zoning, Sec. 28-63 Specific Use Permits, and considered the proposal as an accessory use to a place of worship located at 227 Chenango St./234 S. Arcola St., Angleton, TX.;

WHEREAS, the City Council desires to grant the Specific Use Permit (SUP) submitted by Holy Comforter Episcopal Church to allow a columbarium wall, with the conditions set forth below;

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

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

SECTION 2. City Council approves the Specific Use Permit in accordance with City of Angleton Code of Ordinances Sec. 28-63 Specific Use Permits (SUP),

- (a.) The Columbarium wall will comply with all provisions of City of Angleton Code of Ordinances including but not limited Chapter 28 Zoning, Sec. 28-63 Specific Use Permits;
- (b.) The applicant agrees to ensure that the most current copy of the Holy Comforter Episcopal Church Rules and Regulations policy document remains on file at the Development Services Department.

SECTION 3. **Repeal.** All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 4. **Severability.** In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 4. **Effective date.** That this Ordinance shall be effective and in full force immediately upon its adoption.

SECTION 5. **Proper Notice & Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED, APPROVED AND ADOPTED THIS 8TH DAY OF NOVEMBER, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



CITY COUNCIL AGENDA SUMMARY/ REPORT

MEETING DATE: November 8, 2022

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

AGENDA CONTENT: Public hearing, discussion and possible action on a Text Amendment request to amend Section 28-81(b), Use Regulations (Charts), Section 28-112, Definitions (Cemetery or mausoleum), Adding “Columbarium” as a S.U.P., Specific Use Permit within the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial- Office/Retail (C-OR), and Light Industrial (LI) Districts.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: This is a request to discuss and take possible action on a Text Amendment request by the City Manager to amend Section 28-81(b), Use Charts, and amending Section 28-112, clarifying the definition (Cemetery or mausoleum), including “Columbarium”. This will allow for S.U.P., Specific Use Permit for a Columbarium to be considered within the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial- Office/Retail (C-OR), and Light Industrial (LI) Districts.

Section 28-81 Use Regulation (Charts); (a) (4) Classification of new/unlisted uses sets forth the requirements for the classification of an unlisted use. The Code requires that when new types of land arise, a determination regarding a change or addition to the use chart may be made by the city manager and the city manager shall refer the question concerning any new or unlisted use to the planning and zoning commission requesting a recommendation as to the zoning classification of any new or unlisted form of land use and into which such use should be placed. The referral of the “use” determination question shall be accompanied by the following statement of facts:

- I. The nature of the use and whether the use involves dwelling activity, sales, services, or processing; (**N/A, Proposed use is primarily a wall for storing burial urns**)
- II. The type of product sold or produced under the use; (**Columbarium**)
- III. Whether the use has enclosed or open storage and the amount and nature of the storage; (**Use is a self-contained wall with cubby holes**).
- IV. Anticipated employment typically anticipated with the use; (**N/A**)
- V. Transportation requirements; (**N/A**)
- VI. The nature and time of occupancy and operation of the premises; (**No limited**)

- VII. The off-street parking and loading requirements; (*N/A*)
- VIII. The amount of noise, odor, fumes, dust, toxic materials and vibration likely to be generated; (*None*).
- IX. The requirements for public utilities such as sanitary sewer and water and any special public services that may be required; (*N/A*), and
- X. Impervious surface coverage. (*Wall only*).

P&Z Commission Action:

The Planning and Zoning Commission voted unanimously to adopt this as its Final Report on the use determination and forwards the request to City Council with a positive recommendation of the additions and amendments to the Use Regulations Chart for consideration and adoption thereof.

Recommendation.

City Council should adopt this text amendment request, amending Use Charts, Section 28-81(b), adding a columbarium use in the designated districts as an SUP Permit.

Item 9.

Legend:

P - The land use is "Permitted" by right in the zoning district indicated.

□ - The land use is "Prohibited" in the zoning district indicated.

S - The land use "May be approved" as a specific use permit (SUP) in the zoning district indicated.

Types of Land Uses	Residential Zoning Districts													Nonresidential Zoning Districts						
	AG	SFE-20	SF-10	SF-7.2	SF-6.3	SF-5	SF-PH	2F	SFA	MFR-14	MFR-29	MFR-36	MH	C-N	C-MU	C-G	C-O/R	CBD		LI
<i>Institutional/Governmental Uses</i>																				
Cemetery and/or Mausoleum	S															S	S			S
Add (Columbarium)	S															S	S	S		S
Child Day Care (Business)														S	S	S	S	S		S

ORDINANCE NO. 20221108-010

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING CHAPTER 28 ZONING, SEC. 28-81(B) USE CHARTS, ALLOWING AN S.U.P., SPECIFIC USE PERMIT, FOR A COLUMBARIUM USE IN THE CBD, CENTRAL BUSINESS DISTRICT, AGRICULTURAL (AG), COMMERCIAL-GENERAL (CG), COMMERCIAL-OFFICE/RETAIL (C-OR), AND THE LIGHT INDUSTRIAL (LI) DISTRICTS, OF THE CITY OF ANGLETON CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR REPEAL AND EFFECTIVE DATE.

WHEREAS, In April 2009, the City Council of the City of Angleton, Texas adopted Ordinance No. 2009-0-4A, subsequently amended other sections of the Chapter regarding Zoning in the City of Angleton; and

WHEREAS, the City is authorized by Chapter 211 of the Texas Local Government Code to promulgate rules and regulations governing regulation of land use, structures, businesses and related activities; and;

WHEREAS, the City the City Council further finds that the rules and regulations governing land use, structures, and related activities within the territorial limits of the City promote the safe, orderly, and healthful development of the City; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the proposed amendments to Chapter 28 Zoning of the City Code of Ordinances on October 6, 2022, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, if any, the Planning and Zoning Commission has recommended that Chapter 28 Zoning of the City Code of Ordinances of the City of Angleton, Texas, be amended to better protect the health, safety and welfare of the citizens of Angleton; and

WHEREAS, each and every applicable requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code, and the Code of Ordinances, City of Angleton, Texas, concerning public notices, hearings, and other procedural matters has been fully complied with;

WHEREAS, the City Council desires to amend Chapter 28, Sec. 28-81(b), Use Charts, allowing an S.U.P., Specific Use Permit for a Columbarium to be included in the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial- Office/Retail (C-OR), and the Light Industrial (LI) Districts.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY

OF ANGLETON, TEXAS:

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

SECTION 2. Code of Ordinances, City of Angleton, Texas, Chapter 28 Zoning, Sec. 28-81(b), Use Charts, is hereby amended to allow an S.U.P., Specific Use Permit for a Columbarium in the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial- Office/Retail (C-OR), and the Light Industrial (LI) Districts.

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

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

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

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

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

PASSED AND APPROVED THIS THE 8TH DAY OF NOVEMBER, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



CITY COUNCIL AGENDA SUMMARY/ REPORT

MEETING DATE: November 8, 2022

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

AGENDA CONTENT: Public hearing, discussion and possible action on a Text Amendment request to amend Section 28-81(b), Use Regulations (Charts), Section 28-112, Definitions (Cemetery or mausoleum), Adding “Columbarium” as a S.U.P., Specific Use Permit within the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial- Office/Retail (C-OR), and Light Industrial (LI) Districts.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: This is a request to discuss and take possible action on a Text Amendment request by the City Manager to amend Section 28-81(b), Use Charts, and amending Section 28-112, clarifying the definition (Cemetery or mausoleum), including “Columbarium”. This will allow for S.U.P., Specific Use Permit for a Columbarium to be considered within the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial- Office/Retail (C-OR), and Light Industrial (LI) Districts.

Section 28-81 Use Regulation (Charts); (a) (4) Classification of new/unlisted uses sets forth the requirements for the classification of an unlisted use. The Code requires that when new types of land arise, a determination regarding a change or addition to the use chart may be made by the city manager and the city manager shall refer the question concerning any new or unlisted use to the planning and zoning commission requesting a recommendation as to the zoning classification of any new or unlisted form of land use and into which such use should be placed. The referral of the “use” determination question shall be accompanied by the following statement of facts:

- I. The nature of the use and whether the use involves dwelling activity, sales, services, or processing; (**N/A, Proposed use is primarily a wall for storing burial urns**)
- II. The type of product sold or produced under the use; (**Columbarium**)
- III. Whether the use has enclosed or open storage and the amount and nature of the storage; (**Use is a self-contained wall with cubby holes**).
- IV. Anticipated employment typically anticipated with the use; (**N/A**)
- V. Transportation requirements; (**N/A**)
- VI. The nature and time of occupancy and operation of the premises; (**No limited**)

- VII. The off-street parking and loading requirements; (**N/A**)
- VIII. The amount of noise, odor, fumes, dust, toxic materials and vibration likely to be generated; (**None**).
- IX. The requirements for public utilities such as sanitary sewer and water and any special public services that may be required; (**N/A**), and
- X. Impervious surface coverage. (**Wall only**).

P&Z Commission Action:

The Planning and Zoning Commission voted unanimously to adopt this as its Final Report on the use determination and forwards the request to City Council with a positive recommendation of the additions and amendments to the Use Regulations Chart for consideration and adoption thereof.

Recommendation.

City Council should adopt this text amendment request, amending Use Charts, Section 28-81(b), adding a columbarium use in the designated districts as an SUP Permit.

ORDINANCE NO. 20221108-010

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WHEREAS, In April 2009, the City Council of the City of Angleton, Texas adopted Ordinance No. 2009-0-4A, subsequently amended other sections of the Chapter regarding Zoning in the City of Angleton; and

WHEREAS, the City is authorized by Chapter 211 of the Texas Local Government Code to promulgate rules and regulations governing regulation of land use, structures, businesses and related activities; and;

WHEREAS, the City the City Council further finds that the rules and regulations governing land use, structures, and related activities within the territorial limits of the City promote the safe, orderly, and healthful development of the City; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the proposed amendments to Chapter 28 Zoning of the City Code of Ordinances on October 6, 2022, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, if any, the Planning and Zoning Commission has recommended that Chapter 28 Zoning of the City Code of Ordinances of the City of Angleton, Texas, be amended to better protect the health, safety and welfare of the citizens of Angleton; and

WHEREAS, each and every applicable requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code, and the Code of Ordinances, City of Angleton, Texas, concerning public notices, hearings, and other procedural matters has been fully complied with;

WHEREAS, the City Council desires to amend Chapter 28, Sec. 28-81(b), Use Charts, allowing an S.U.P., Specific Use Permit for a Columbarium to be included in the CBD, Central Business District, Agricultural (AG), Commercial-General (CG), Commercial- Office/Retail (C-OR), and the Light Industrial (LI) Districts.

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

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

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

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

PASSED AND APPROVED THIS THE 8TH DAY OF NOVEMBER, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

statement that reads as follows on the preliminary plats submitted including Section 2: "Fees in lieu of parkland dedication will be paid upon approval of the corresponding final plat. The improvement value of private parks shall be applied as credit to the fees-in-lieu of parkland dedication. This statement should be removed.

As the Commission and City Council are aware, there is no zoning or land use control in the ETJ except for that allowed by the Texas Local Government Code. Those regulations that the LGC permits the City to extend into the ETJ are the subdivision regulations (Chapter 23 Land Development Code) and sign regulations. As such there is no City regulation of lot size, setbacks, maximum height, etc., except as detailed in a development agreement.

A Traffic Impact Analysis has also been submitted and reviewed for the entirety of the project. That TIA will need to be submitted to both TxDOT and Brazoria County for review and approval as well. At the time of preparation of this staff report, no response to comments had been received.

Action taken by the planning and zoning commission. The planning and zoning commission voted to deny this plat application, (3-2 vote), and forwards the plat to Council for final consideration.

Recommendation. Council should review and consider approval of the preliminary plat subject to the Engineer's comments, and final approval of the development agreement for the Ashland Development.

Attachment 1:

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ANCHOR HOLDINGS MP, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision. All Owner documents shall specify, confirm and bind the Owner(s) to continuously maintain all Drainage Easements and shall relieve the City of Angleton of the responsibility to maintain any Drainage Easement. The fee simple title to the Drainage and Floodway Easement shall always remain in the Owner(s).

The City and Angleton Drainage District will not be responsible for the maintenance and operation of easement or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved.

The Owners shall keep all Drainage Easements clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Angleton or Angleton Drainage District shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners to alleviate any public health or safety issues.

The Association hereby agrees to indemnify and hold harmless the City from any such damages and injuries.

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Owner

Duly Authorized Agent

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____, _____.

Notary Public
 State of Texas

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

I, Steve Jares, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that META Planning + Design LLC has prepared this preliminary plat based on information furnished by Costello, Inc.

Steve Jares
 Registered Professional Land Surveyor
 No. 5317

STATE OF TEXAS §
 COUNTY OF BRAZORIA §
 KNOW ALL MEN BY THESE PRESENTS:

That I, William A.C. McAshan, do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council.

William A.C. McAshan, P.E.
 Professional Engineer

APPROVED this _____ day of _____, 20____, by the Planning and Zoning Commission, City of Angleton, Texas.

Chairman, Planning and Zoning Commission

City Secretary

APPROVED this _____ day of _____, 20____, by the City Council, City of Angleton, Texas.

Mayor

City Secretary

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____ City Secretary, City of Angleton, on behalf of the City.

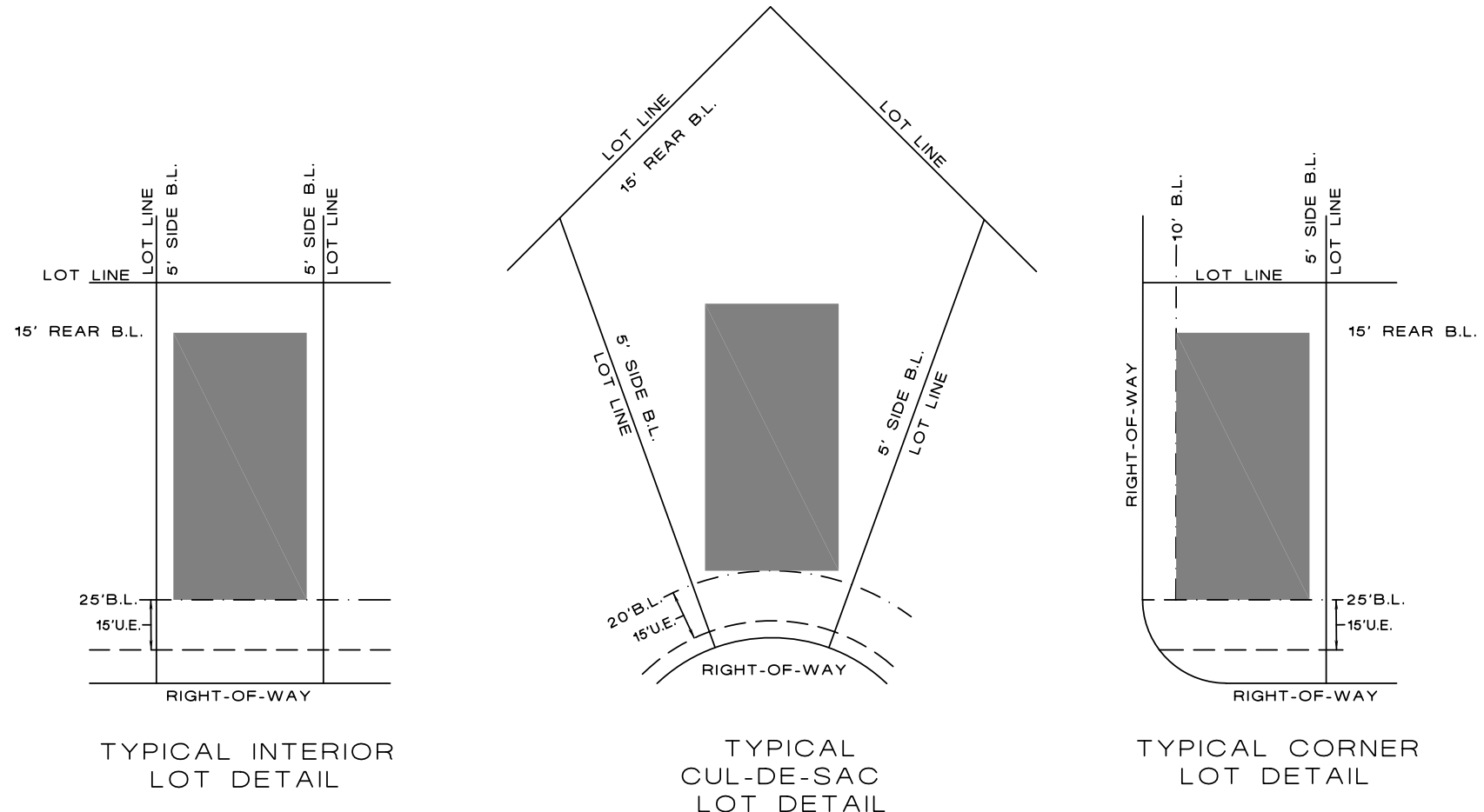
Notary Public
 State of Texas

Approved on this the _____ day _____, 20____, by the City Engineer, City of Angleton, Texas.

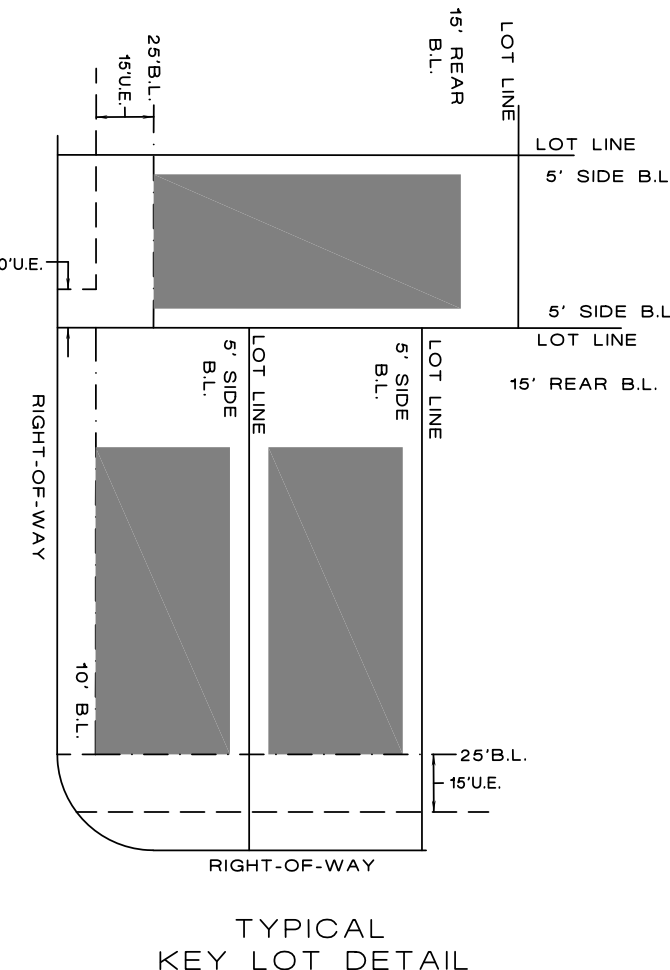
City Engineer, City of Angleton

GENERAL NOTE:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "Y RES." INDICATES ONE FOOT RESERVE.
 dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs assigns, or successors.
- 4.) ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- 5.) ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING PAD LINE.
- 6.) NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- 7.) NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- 8.) NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- 9.) NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- 10.) NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- 11.) ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- 12.) HORIZONTAL DATUM:
 ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
- VERTICAL DATUM:
 ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVDD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS 1012 AND HCOG 14012.
- 13.) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 48039C0435 H, DATED JUNE 5, 1989 THIS PROPERTY LIES IN UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
- 14.) THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC, WITH THE AID OF INFORMATION PROVIDED BY _____, TBPE FIRM REGISTRATION No. _____, TBPLS FIRM REGISTRATION No. _____ IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.
- 16.) ● PROPOSED MONUMENTS TO BE SET BY _____ UPON RECORDATION OF A FINAL PLAT.



- LEGEND:
- 1.) "B.L." INDICATES BUILDING LINE.
 - 2.) "U.E." INDICATES UTILITY EASEMENT.
 - 3.) "AC." INDICATES ACREAGE.
 - 4.) "R.O.W." INDICATES RIGHT-OF-WAY.
 - 5.) "P.O.B." INDICATES POINT OF BEGINNING.
 - 6.) "FND" INDICATES FOUND.
 - 7.) "IP" INDICATES IRON PIPE.
 - 8.) "IR" INDICATES IRON ROD.
 - 9.) "VOL." INDICATES VOLUME.
 - 10.) "PG." INDICATES PAGE.
 - 11.) "D.R.B.C." INDICATES DEED RECORDS BRAZORIA COUNTY.
 - 12.) "NO." INDICATES NUMBER.
 - 13.) "CT." INDICATES COURT.
 - 14.) "DR." INDICATES DRIVE.
 - 15.) "O.P.R.B.C." INDICATES OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY.
 - 16.) " " INDICATES STREET NAME CHANGE.
 - 17.) " [] " INDICATES BLOCK NUMBER.
 - 18.) " [] " INDICATES RESERVE NUMBER.
 - 19.) " 20' R " INDICATES 50' CUL-DE-SAC RADIUS.



ASHLAND SECTION TWO

BEING 15.5 ACRES OF LAND CONTAINING 67 LOTS (50' X 120' TYP.) AND THREE RESERVES IN THREE BLOCKS.

OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

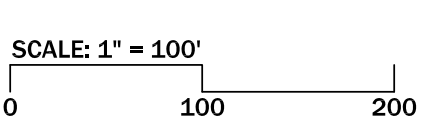
OWNER:
ANCHOR HOLDINGS MP LLC
 101 PARKLANE BOULEVARD, SUITE 102
 SUGAR LAND, TEXAS 77478

ENGINEER:
QUIDDITY ENGINEERING, LLC
 6330 W LOOP S SUITE 150
 BELLAIRE, TEXAS 77401
 (713)-777-5337

SURVEYOR
QUIDDITY ENGINEERING, LLC
 6330 W LOOP S, SUITE 150
 BELLAIRE, TEXAS 77401
 TBPE FIRM REGISTRATION No. _____
 TBPLS FIRM REGISTRATION No. 10046104



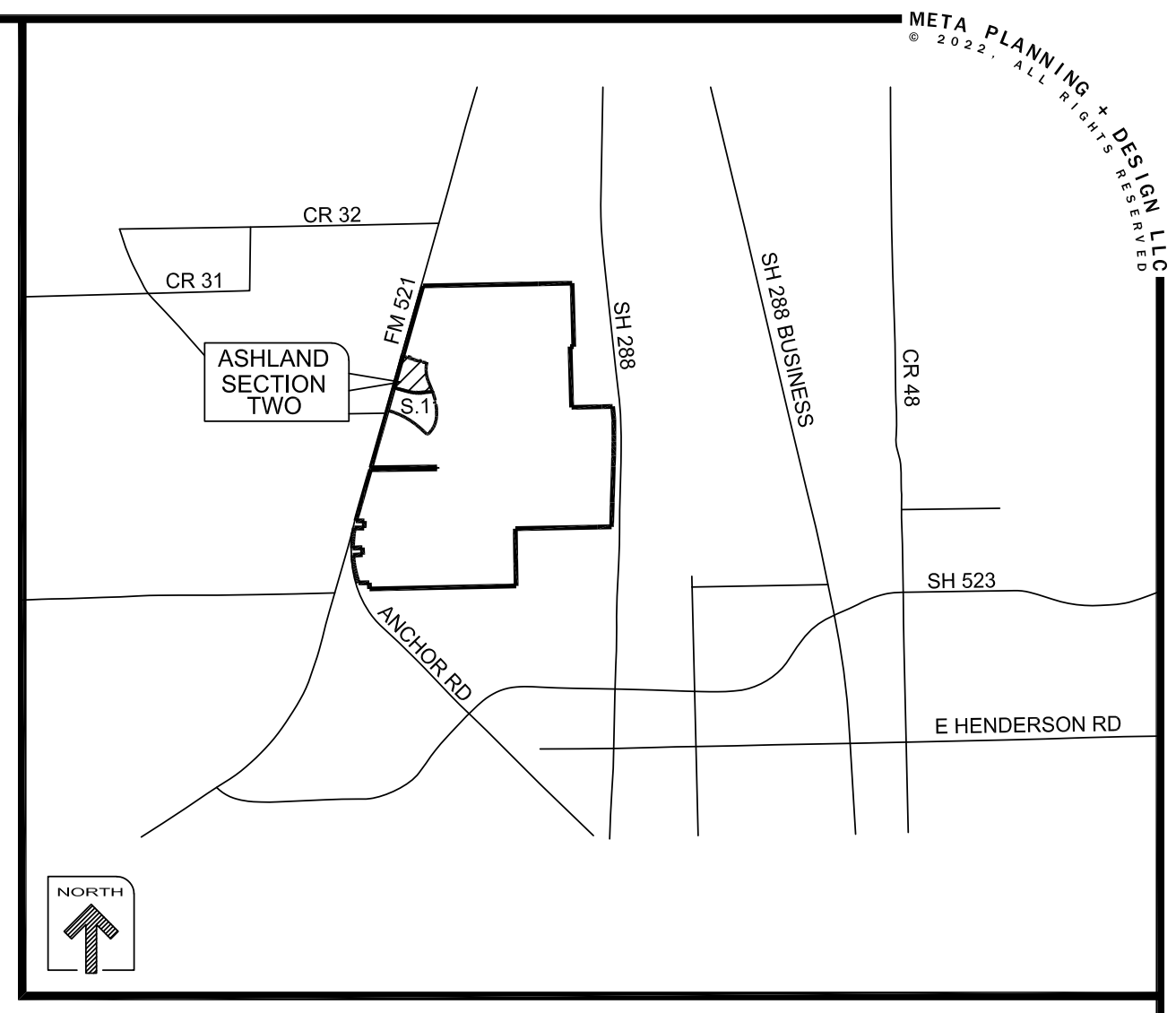
META PLANNING + DESIGN LLC
 24275 KATY FREEWAY, SUITE 200
 KATY, TEXAS 77494 | TEL: 281-810-1422



DISCLAIMER AND LIMITED WARRANTY
 THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE FOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ANGLETON PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

LINE	DISTANCE	BEARING
L1	22'	N 39°01'56" W
L2	16'	N 68°42'18" W
L3	25'	S 22°46'39" W
L4	32'	N 77°23'03" W
L5	25'	N 36°15'50" W
L6	14'	N 59°02'37" E
L7	14'	S 56°24'53" W
L8	60'	S 76°21'47" E
L9	95'	S 79°44'07" E
L10	107'	S 10°15'53" W
L11	287'	S 22°17'26" E
L12	26'	N 67°42'34" E
L13	172'	S 89°02'42" W
L14	113'	S 84°38'24" W
L15	65'	S 86°26'25" W
L16	1'	S 01°22'08" W
L17	60'	S 88°37'52" E
L18	66'	N 86°32'45" W
L19	59'	N 81°45'53" W
L20	59'	N 78°32'29" W
L21	60'	N 76°06'07" W
L22	353'	N 75°57'23" W
L23	889'	N 14°02'37" E
L24	99'	N 75°57'23" W
L25	60'	S 75°57'23" E
L26	33'	S 14°02'37" W
L27	128'	S 75°57'23" E
L28	17'	S 22°38'25" E
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CURVE	RADIUS	ARC	TANGENT	BEARING	CHORD
C1	990'	396'	200'	N 14°49'09" E	393'
C2	55'	83'	52'	S 46°42'34" W	75'
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C6	1500'	63'	32'	S 00°09'54" W	63'
C7	25'	38'	23'	S 36°36'45" E	34'
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Vicinity Map (not to scale)

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BEING 15.5 ACRES OF LAND CONTAINING 67 LOTS (50' X 120' TYP.) AND THREE RESERVES IN THREE BLOCKS.

OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

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101 PARKLANE BOULEVARD, SUITE 102
SUGAR LAND, TEXAS 77478

ENGINEER:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIR, TEXAS 77401
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PLANNER:
META
PLANNING + DESIGN LLC

META PLANNING + DESIGN LLC
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'

JULY 26, 2022

PAGE: 2 OF 2

MTA# 78006

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August 19, 2022

Mr. Walter Reeves
Director of Development Services
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: On-Going Services
Ashland Subdivision – Section Two Preliminary Plat – 1st Submittal Review
Angleton, Texas
HDR Job No. 10336228

Dear Mr. Reeves:

HDR Engineering, Inc. (HDR) has reviewed the plat for the above referenced subdivision and offers the following comments:

Sheet 1

1. Update the FIRM information provided in the plat notes to current mapping data.
2. Information to be completed for Notes 14-16.
3. Coordination shall be made with Angleton Drainage District and to verify the required plat certificate block on the plat.
4. Provide Metes and Bounds legal description on the plat.
5. Remove the City Engineer certificate block from the plat.
6. Verify what zoning requirements the setbacks planned for and include on the plat.
7. Provide a note on the plat of how/who will be providing utility services for the subdivision (water, sanitary, gas, electric, cable, etc.)
8. Provide a lot/block table on the plat to show lot block and square footage.

Sheet 2

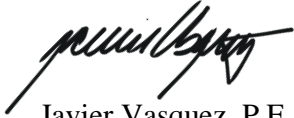
1. Provide one corner of the plat to reference the corner of the original abstract survey. (Angleton LDC Sec. 23-117 B.1.a)
2. Provide contour lines at 1-ft intervals on the plat area. (Angleton LDC Sec. 23-117 B.7)
3. Show notation of the 500-yr floodplain (0.2% Annual Chance Flood Hazard). (Angleton LDC Sec. 23-117 B.1.c)
4. Notate adjacent sections and street dedications on the plat.
5. Verify additional ROW Dedication for FM 521 (150-ft min. ROW per County Thoroughfare Plan).

The proposed plat is incomplete. We are unable to complete the review until the recommended corrections/changes are made and the additional information requested is submitted. HDR recommends that the Ashland Subdivision – Section Two Preliminary Plat be Revised and Resubmitted.

If you have any questions, please feel free to contact us at our office (713)-622-9264.

Sincerely,

HDR Engineering, Inc.



Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10336228)

Attachments

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ANCHOR HOLDINGS MP, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision. All Owner documents shall specify, confirm and bind the Owner(s) to continuously maintain all Drainage Easements and shall relieve the City of Angleton of the responsibility to maintain any Drainage Easement. The fee simple title to the Drainage and Floodway Easement shall always remain in the Owner(s).

The City and Angleton Drainage District will not be responsible for the maintenance and operation of easement or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved.

The Owners shall keep all Drainage Easements clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Angleton or Angleton Drainage District shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners to alleviate any public health or safety issues.

The Association hereby agrees to indemnify and hold harmless the City from any such damages and injuries.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Owner

Duly Authorized Agent

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____.

Notary Public
State of Texas

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

I, Steve Jares, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that META Planning + Design LLC has prepared this preliminary plat based on information furnished by Costello, Inc.

Steve Jares
Registered Professional Land Surveyor
No. 5317

STATE OF TEXAS §
COUNTY OF BRAZORIA §
KNOW ALL MEN BY THESE PRESENTS:

That I, William A.C. McAshan, do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council.

William A.C. McAshan, P.E.
Professional Engineer

APPROVED this _____ day of _____, 20____, by the Planning and Zoning Commission, City of Angleton, Texas.

Chairman, Planning and Zoning Commission

City Secretary

APPROVED this _____ day of _____, 20____, by the City Council, City of Angleton, Texas.

Mayor

City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____ City Secretary, City of Angleton, on behalf of the City.

Notary Public
State of Texas

Approved on this the _____ day _____, 20____, by the City Engineer, City of Angleton, Texas.

REMOVE FROM PLAT
City Engineer, City of Angleton

GENERAL NOTE:

- "B.L." INDICATES BUILDING LINE.
- "U.E." INDICATES UTILITY EASEMENT.
- "Y RES." INDICATES ONE FOOT RESERVE.
dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs assigns, or successors.
- ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING PAD LINE.
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
- NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
- NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
- NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
- ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- HORIZONTAL DATUM:
ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
- VERTICAL DATUM:
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVDD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS 1012 AND HCOG 14012.

Update the FIRM information shown to current mapping data

13.1 ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 48039C0435 H, DATED JUNE 5, 1989 THIS PROPERTY LIES IN UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.

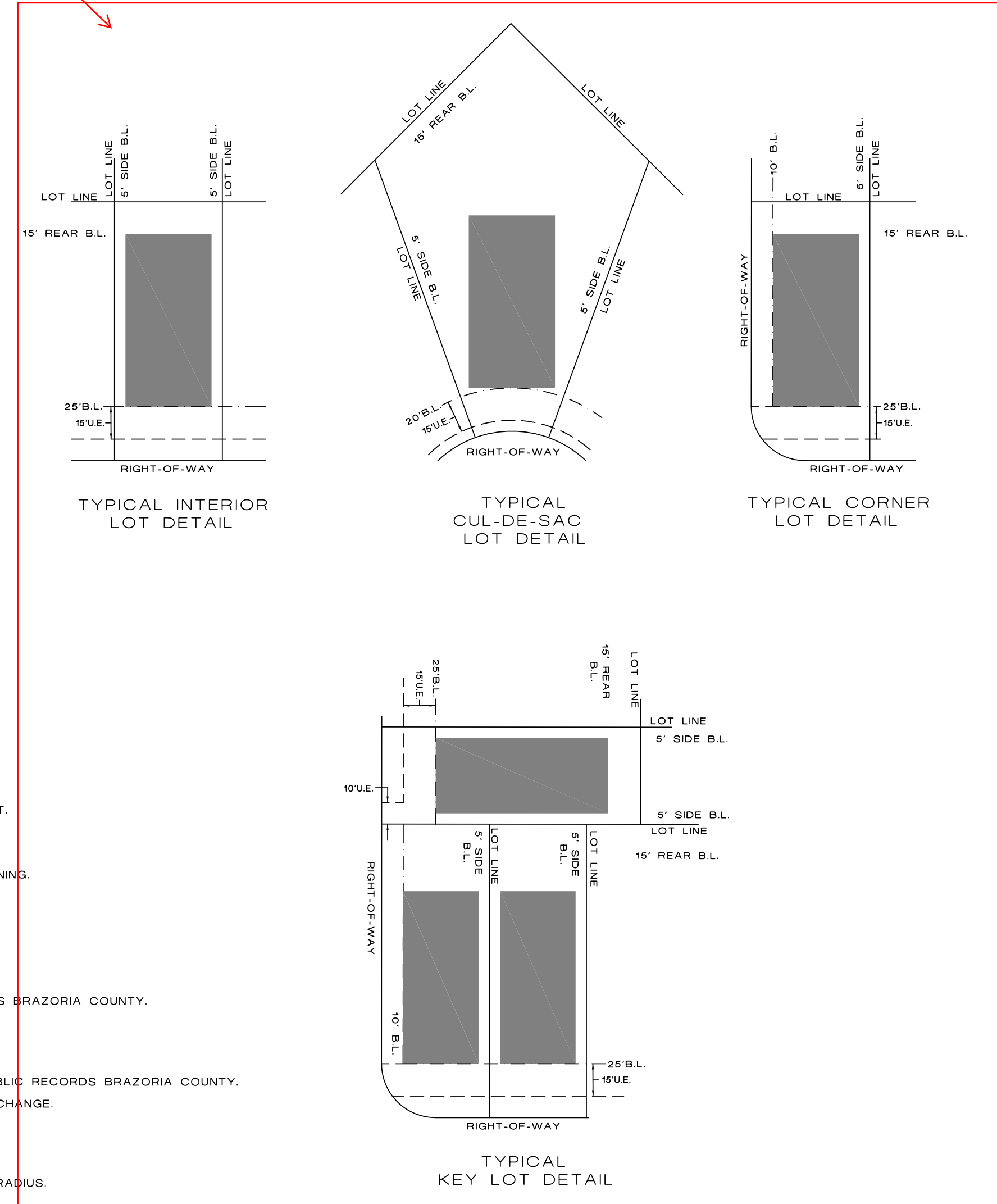
Information to be completed

14.1 THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC, WITH THE AID OF INFORMATION PROVIDED BY _____, TBPE FIRM REGISTRATION No. _____, TBPLS FIRM REGISTRATION No. _____ IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.

15.1 _____, TBPE FIRM REGISTRATION No. _____, TBPLS FIRM REGISTRATION No. _____ IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.

Provide a note on the plat of how/who will be providing utility services for the subdivision (water, sanitary, gas, electric, cable, etc.)

What zoning requirements are the setbacks planned for?



- LEGEND:
- "B.L." INDICATES BUILDING LINE.
 - "U.E." INDICATES UTILITY EASEMENT.
 - "AC." INDICATES ACRES.
 - "R.O.W." INDICATES RIGHT-OF-WAY.
 - "P.O.B." INDICATES POINT OF BEGINNING.
 - "FND" INDICATES FOUND.
 - "IP" INDICATES IRON PIPE.
 - "IR" INDICATES IRON ROD.
 - "VOL." INDICATES VOLUME.
 - "PG." INDICATES PAGE.
 - "D.R.B.C." INDICATES DEED RECORDS BRAZORIA COUNTY.
 - "NO." INDICATES NUMBER.
 - "CT." INDICATES COURT.
 - "DR." INDICATES DRIVE.
 - "O.P.R.B.C." INDICATES OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY.
 - " " INDICATES STREET NAME CHANGE.
 - " [] " INDICATES BLOCK NUMBER.
 - " [] " INDICATES RESERVE NUMBER.
 - " 20' R " INDICATES 50' CUL-DE-SAC RADIUS.

ASHLAND SECTION TWO

BEING 15.5 ACRES OF LAND CONTAINING 67 LOTS (50' X 120' TYP.) AND THREE RESERVES IN THREE BLOCKS.

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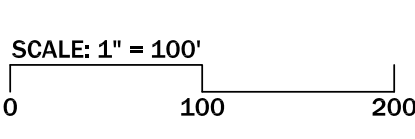
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BELLAIRE, TEXAS 77401
(713)-777-5337

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META PLANNING + DESIGN LLC
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KATY, TEXAS 77494 | TEL: 281-810-1422



JULY 26, 2022

PAGE: 1 OF 2

MTA# 78006

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L3	25'	S 22°46'39" W
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L5	25'	N 36°15'50" W
L6	14'	N 59°02'37" E
L7	14'	S 56°24'53" W
L8	60'	S 76°21'47" E
L9	95'	S 79°44'07" E
L10	107'	S 10°15'53" W
L11	287'	S 22°17'26" E
L12	26'	N 67°42'34" E
L13	172'	S 89°02'42" W
L14	113'	S 84°38'24" W
L15	65'	S 86°26'25" W
L16	1'	S 01°22'08" W
L17	60'	S 88°37'52" E
L18	66'	N 86°32'45" W
L19	59'	N 81°45'53" W
L20	59'	N 78°32'29" W
L21	60'	N 76°06'07" W
L22	353'	N 75°57'23" W
L23	889'	N 14°02'37" E
L24	99'	N 75°57'23" W
L25	60'	S 75°57'23" E
L26	33'	S 14°02'37" W
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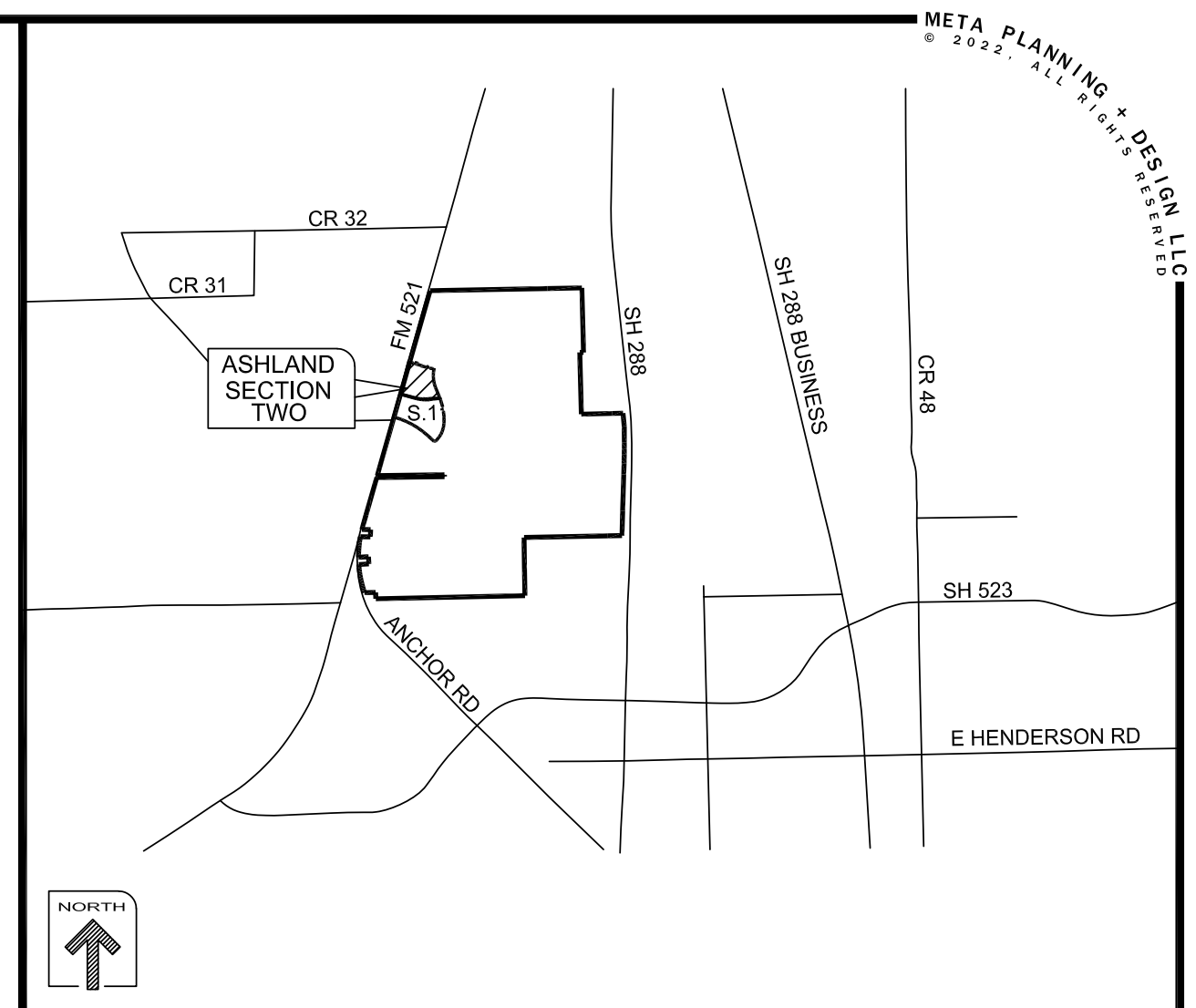
LDC Sec. 23-117 B.1.a.
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referencing a survey
(abstract) corner;

Provide 1-ft
contours LDC Sec.
23-117 B.7

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ROW Dedication
for FM 521 (150-ft
min. ROW per
County MTP)

Show
notation
of 500-yr
floodplai
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Notate adjacent
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Vicinity Map (not to scale)

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ENGINEER:
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SCALE: 1" = 100'
0 100 200

JULY 26, 2022

PAGE: 2 OF 2

MTA# 78006

DISCLAIMER AND LIMITED WARRANTY
THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFORESAID ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ANGLETON PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.



Draft

**CITY OF ANGLETON
PLANNING AND ZONING
COMMISSION
120 S. CHENANGO STREET,
ANGLETON, TEXAS 77515
THURSDAY, OCTOBER 06, 2022 AT
12:00 PM**

RECORD OF PROCEEDINGS

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON PLANNING AND ZONING COMMISSION IN THE ORDER THEY OCCURRED DURING THE MEETING. THE PLANNING AND ZONING COMMISSION OF ANGLETON, TEXAS CONVENED IN A REGULAR MEETING ON THURSDAY, OCTOBER 6, 2022, AT 12:00 PM, IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Chair Garwood called the Commission Meeting to order at 12:00 P.M.

PRESENT

Chair William Garwood
Commission Member Bonnie McDaniel
Commission Member Henry Munson
Commission Member Regina Bieri
Commission Member Deborah Spoor
Commission Member Michelle Townsend

ABSENT

Commission Member Ellen Eby

Chair William Garwood introduced the new Director of Development Services, Otis Spriggs.

Mr. Spriggs gave brief introductory comments expressing being at the City for 3 weeks. He noted that it is National Community Planning Month, and commended the Commission on its past efforts in promoting quality and orderly development. Staff will bring more analysis as to consistency with the Comprehensive Plan as well as accommodating a future update to the Plan to make even more current.

Mr. Spriggs gave his background and past experience.

1. Approval of Meeting Minutes for September 1, 2022

Motion was made by Commission Member Bonnie McDaniel to approve the minutes subject to spell-check corrections; Motion was seconded by Commission Member Henry Munson.

Commission Action: Motion carried unanimously, 5-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS (None)

- 2. Discussion and possible action on a Zoning Text Amendment request to amend the Code of Ordinances, Section 28-81(b)- Use Charts, and amending Section 28-112, Definitions (Cemetery or mausoleum), adding “Columbarium” to enable the S.U.P., Specific Use Permit for a Columbarium within the CBD, Central Business Zoning District and similar cemetery uses (see Attachment 1).**

Mr. Otis Spriggs presented the findings of the Staff Report noting that this is a public hearing addressing the use of a Columbarium in the Zoning Ordinance. The current code does have a definition, which is a wall or structure having niches or alcoves for storing burial remains in urns. The request is to add the Columbarium as an allowable use within the use table within the CBD district as an SUP.

This is a recommendation to Council for a positive approval and adoption to amend the Code of Ordinances, Section 28-81(b)- Use Charts, and amending Section 28-112, Definitions (Cemetery or mausoleum), adding “Columbarium” to enable the S.U.P., Specific Use Permit for a Columbarium within the CBD, Central Business Zoning District.

Chair opened the Public Hearing.

Public Input: None. The public hearing was closed.

Commission Member Bonnie McDaniel asked for clarification are we asking to amend the table to include the redlined SUP notations within the commercial districts as listed?

Mr. Spriggs noted that the Columbarium use is being carried over as a separate and parallel use, similarly to those allowed for Cemeteries.

Commission Member Bonnie McDaniel made a motion to add the Columbarium on the Use Chart as an “S.U.P.” within the Central Business, CBD, Commercial General, Commercial O-R, and Light Industrial Zoning Districts. Motion was seconded by Commission Member Regina Bieri.

Motion Carried unanimously, 5-0 vote.

- 3. Conduct a public hearing, discussion, and possible action on an application for a Specific Use Permit (SUP) pursuant to Section 28-63 of the Code of Ordinances to consider a request submitted by Holy Comforter Episcopal Church to allow for a Specific Use Permit for a Columbarium Wall within the CBD, Central Business Zoning District, for property located at 227 Chenango St./234 S. Arcola St., Angleton, TX.**

Chair opened the Public Hearing.

Public Input: Ms. Shan Rubie McLendon, 200 E. Orange St. appeared before P&Z Commission. She stated that the wall would be adjacent to her rear garage structures. The wall will be located adjacent to any gas line location on the property line. Kyle Reynolds, Assistant Director noted that the wall will not be built in the public right of way. Ms. McLendon voiced opposition to the

mausoleum request. Commission Member Bonnie McDaniel clarified that there is a difference between a columbarium and a mausoleum. Ms. McDaniel stated that the area would be very nice garden with habitat, butterflies and hummingbirds. She also gave an example of one in Lake Jackson, in which she is familiar with that is a beautiful garden where people go for a quiet, contemplative location.

Father Travis Smith stated that he is a resident and has been a part of the planning process for the Columbarium. He explained that on the northwest side of the campus is where the Columbarium wall will be built on the presented photographs. This is a very long-standing tradition. There will be 200 niches on the inside of the wall/ornamental 6-ft. tall fence, brick to match the church. The services are 15 minutes long. There is no large gathering. The wall has been moved in an additional 2 ft. to avoid the gas line.

Mr. Morris Massingill, owner of 224 and 228 E. Orange Street. We are far less affected. We share the same alley. Only concern is that the right of way be maintained with the setback, and drainage handling. He and his wife have no objections. Staff clarified that fences can be built on the property line with site triangle requirements, it is not the same as a room or building structure.

The public hearing was closed.

Commission Member Regina Bieri made a motion to approve the request submitted by Holy Comforter Episcopal Church to allow for a Specific Use Permit for a Columbarium Wall within the CBD, Central Business Zoning District, for property located at 227 Chenango St./234 S. Arcola St.. Motion was seconded by Commission Member Bonnie McDaniel.

Motion Carried unanimously, 5-0 vote.

REGULAR AGENDA

4. Discussion and possible action on the Ashland Section 2, Preliminary Plat

Mr. Spriggs presented the Preliminary Plat and noted the Engineer's 13 comments of various corrections that are necessary for 67 lots, 50 ft. x 120, 3 reserves, 3 blocks. Mr. Spriggs noted that the details.

Commission Member Henry Munson stated that we were never in favor of 50 ft. lots. He was hoping that the Development agreement would follow closer to the county's standards, because most of it is in the County.

Mr. Spriggs stated that the recommendation is to approve the preliminary plat subject to the approval of the development agreement. The authority and approval of lot sizes is not granted to the P&Z Commission in terms of the subdivision regulations. In the ETJ, you have the ability and authority through the subdivision plat process, but not necessarily the Zoning regulations. Any zoning requirements can be negotiated through a development agreement when in the ETJ. Discussion continued on the size and mix of the proposed lots. Mr. Spriggs informed the Commission that at the last council meeting, the legal

interpretation was that the negotiating of lot sizes as a part of the Zoning Ordinance, is not under the City's authority.

Mark Janik, VP with Ashton Grey Land Development, developer and landowner appeared before the Commission and clarified that the County requirement is 80 ft. He stated that they are spending 13 million dollars on their amenities package. They are considering writing a check to the City's Parks Department toward City's finances. He noted that they have got to have a variety of lot types especially with interest rates going up. We are following the City of Angleton's paving requirements.

Motion: Motion was made by Commission Member Bonnie McDaniel to approve the preliminary plat with the conditions noted, and to forward the preliminary plat to City Council for consideration; Motion was seconded by Commission Member Henry Munson.

Role Call Vote: 2 Ayes: (Commission Member Bonnie McDaniel and Commission Member Henry Munson); 3 Nays: (Chairman Bill Garwood, Commission Member Deborah Spoor, and Commission Member Michelle Townsend).

Action: Motion to approve failed with 3-2 vote. (Note: Commission Member Regina Bieri exited the meeting at 12:36).

ADJOURNMENT

Planning and Zoning Commission Chair Bill Garwood adjourned the meeting at 1:07 P.M.

These minutes were approved by Angleton Planning and Zoning Commission on this the _____ day of _____ 2022, upon a motion by Commission Member XX, seconded by Commission Member XX. The motion passed on X-X vote.

CITY OF ANGLETON, TEXAS

William Garwood
 Chair

ATTEST:

Michelle Perez, TRMC
 City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/19/2022

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on an agreement with Community Showcase Banners, LLC and authorize the City Manager to execute the agreement.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$0.00

FUNDS REQUESTED: \$0.00

FUND: NA

EXECUTIVE SUMMARY:

CGI was founded in 1989 and introduced the banner program in 1997. The banner program was developed to transform ordinary street poles into community-oriented works of art at no cost to the client. While Angleton has an existing banner program, this agreement will provide the City the opportunity to design new banners downtown as well as expand the banner program to Dickey and Freedom Parks.

Community Showcase Banners shall provide the following:

- A minimum of 25 full-color, custom graphic vinyl banners for all permissible poles
- Business sponsors featured on the bottom 30% of the banner
- Artwork, design and size customized to meet your community's specifications (standard size 30"x72")
- All brackets, hardware, installation and maintenance
- Quantity of banners determined by number of sponsor participants
- Duration of sponsor participation will be one (1) year with the option to renew each following year of the agreement
- Sponsorship fulfillment including all related aspects of marketing, production, and printing
- The City of Angleton will assume no cost or liability for the sales and production of the banners for this project

The City of Angleton shall provide the following:

- Letter of introduction supporting the program on your organization's letterhead
- The right for Community Showcase Banners to use organization's name in connection with the preparation, production and marketing of the program
- Identification of, access to, and permission to utilize the preferred pole sites for proper banner placement
- Identification of and access to a minimum of 25 poles for banner placement

RECOMMENDATION:

Staff recommends City Council approve an agreement with Community Showcase Banners, LLC and authorize the City Manager to execute the agreement after legal review.

SUGGESTED MOTION:

I move we approve an agreement with Community Showcase Banners, LLC and authorize the City Manager to execute the agreement.

CGI Digital Presents



A cost-free community program

CGI Digital Will Provide:

- Custom-sized, high-quality, durable, double-sided, vinyl banners that will accommodate any pole size
- Professional graphic arts services to build your custom designs and concepts
- New banners with updated designs every year
- Installation and maintenance services
- Insurance for all banners for easy replacement in case of damage
- Any needed brackets and hardware
- Extra banners for your police and fire departments to showcase their civic pride
- Acquisition of sponsorships to help your local businesses gain exposure
- No contingency, you get free banners regardless of business participation





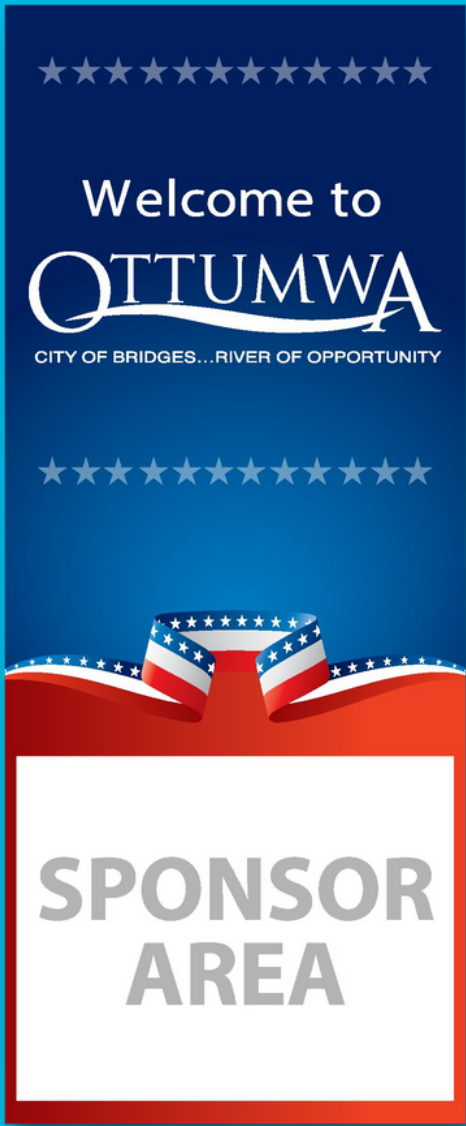
Reinforce City Branding



Thank First Responders



Honor Veterans and Military Members



Showcase Patriotic
Pride



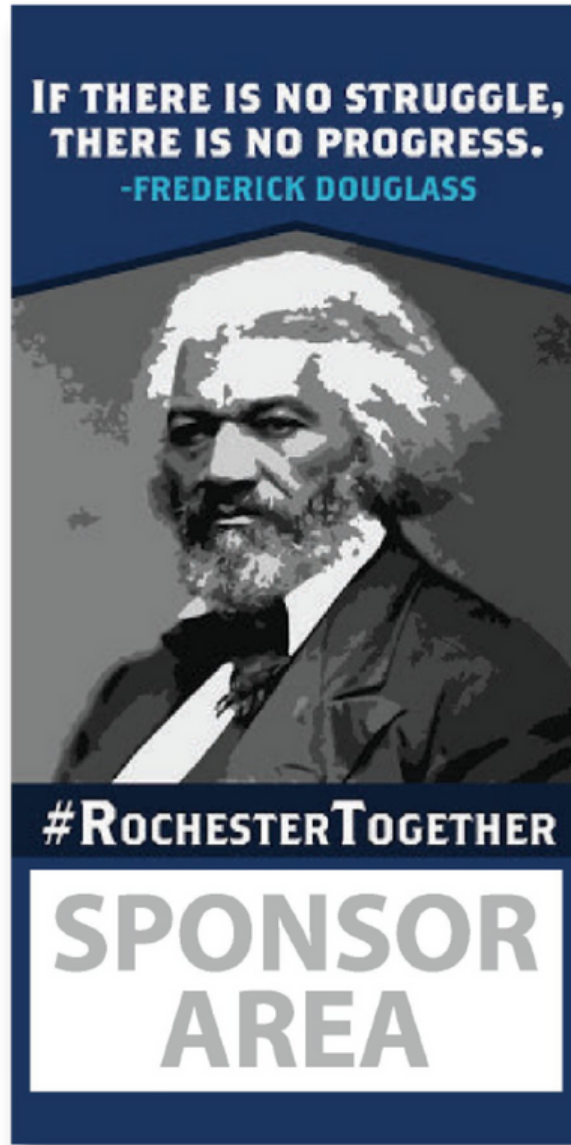
Celebrate Anniversaries



Highlight Community
Organizations



Emphasize Local Initiatives



Recognize Historical Figures



Spotlight Landmarks

Click here to schedule a time to connect or contact us to learn more!

CLICK HERE

Item 12.



Nikki Lee Carroll

Executive

Government Relations & Strategic Partnerships

Email: NLCarroll@cgicompany.com
Office: 585-450-3235
Cell: 315-296-4091





Name: Martha Eighme
Title: Director of Communications
Address: 121 S Velasco
City, State, Zip: Angleton, TX 7715
Phone: 979-849-4364
Email: meighme@angleton.tx.us
Website: www.angleton.tx.us

This agreement is between Community Showcase Banners, LLC an affiliate company of CGI Communications, Inc. D/B/A CGI Digital and the City of Angleton, and shall remain in effect from the date it is signed by both parties until the completion of the three (3) years of banner display, as described herein. The purpose of this agreement is for beautification and to show municipal support for local businesses.

Community Showcase Banners shall provide the following:

- A minimum of 25 full-color, custom graphic vinyl banners for all permissible poles
Business sponsors featured on the bottom 30% of the banner
Artwork, design and size customized to meet your community's specifications (standard size 30" x 72")
All brackets, hardware, installation and maintenance
Quantity of banners determined by number of sponsor participants
Duration of sponsor participation will be one (1) year with the option to renew each following year of the agreement
Sponsorship fulfillment including all related aspects of marketing, production, and printing
The City of Angleton will assume no cost or liability for the sales and production of the banners for this project
A disclaimer on all business contracts that states "all sponsorships are subject to approval and refusal by the City of Angleton"

The City of Angleton shall provide the following:

- A digital map will be created and provided to the city for review and approval
Letter of introduction regarding the program on your organization's letterhead
The right for Community Showcase Banners to use organization's name in connection with the preparation, production and marketing of the program set forth herein only
Identification of, access to, and permission to utilize the preferred pole sites for proper banner placement
Approval of all pole locations to be used in the program
Identification of and access to a minimum of 25 poles for banner placement
City prepared preapproved list of businesses

We, the undersigned, understand the above information and have full authority to sign this agreement.

Table with 2 columns: The City of Angleton, TX and Community Showcase Banners / CGI Communications, Inc. Rows include Signature, Name (printed), Title, and Date.



130 East Main Street, 5th Floor
Rochester, NY 14604

Phone: 800.398.3029
Fax: 585.653.7393



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/08/2022
PREPARED BY: Jeff Sifford
AGENDA CONTENT: New Sidewalk Projects
AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: 200,000.00 **FUNDS REQUESTED:** 200,000.00

FUND: ARPA II

EXECUTIVE SUMMARY:

Funding has been allocated from ARPA II for sidewalk projects. The attached spreadsheet has a list of sidewalks that were recommended from various sources. There is also potential for the ADA Transition Plan recommendations to be funded through this. Staff is looking for guidance on which path to take.

RECOMMENDATION:

Staff is looking for guidance on which path to take.

Suggested Sidewalks For ARPA II Funds

Street	Side of Street	From	To	Description
E Miller	North	Downing	Valderas	New Install
E Wilkins	Both	Downing	Valderas	Mainly spot repairs - currently 4 feet, ramps not ADA
Downing	Both	Wilkins/Cedar	Ridgecrest	Mainly spot repairs - currently 4 feet, ramps not ADA
Tinsley	East	Cannan	Ridgecrest	Ramps mainly (not ADA) - Currently 4 feet
Northview	Inside Loop	Northbrook	Hospital	New Install
W. Live Oak	North	Parrish	Marshall	New Install
Parrish	West	Miller	W. Live Oak	New Install
Kiber	North	HWY 288	Anderson	New Install
HWY 288		Wells Fargo	Shipleys	New Install



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 8, 2022

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Brazoria County Courthouse Expansion Utility & Improvements Project

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: \$47,525.60

FUND: N/A

EXECUTIVE SUMMARY:

The City of Angleton has opened bids for the above referenced project and evaluated the apparent low bidder. Please see attachment for Letter of Recommendation for awarding the contract.

RECOMMENDATION: Award the Brazoria County Courthouse Expansion Utility & Improvements Project for a total bid of One Million, Two Hundred Fifty-Eight Thousand, Four Hundred Thirty-Two Dollars and Sixty Cents (\$1,258,432.60) to Matula & Matula Construction, Inc (County's portion 1,210,907.00 & City's portion \$47,525.60).

LETTER OF RECOMMENDATION

FOR

City of Angleton

Brazoria County Courthouse Expansion
Utility & Improvements Project



CITY OF ANGLETON

NOVEMBER 2022

HDR Project No. 10330468



HDR ENGINEERING, INC.
4828 LOOP CENTRAL DRIVE, SUITE 800
HOUSTON, TEXAS 77081
(713) 622-9264



November 1, 2022

Mayor and City Council Members
 City of Angleton, Texas
 121 S. Velasco
 Angleton, TX 77515

Re: Brazoria County Courthouse Expansion Utility & Improvements Project
 City of Angleton, Texas
 HDR Job No. 10330468

Dear Mayor and City Council Members:

On September 28, 2022, one (1) bid was received on the above referenced project.

1. Bid Tabulation Sheet – One (1) construction firm participated in the bidding process. The bid was checked for mathematical errors and/or bid irregularities. Appropriate corrections to the errors were made and included in the attached bid tabulations. The errors did not affect the order of the bids. The project was bid with Base Bid and Supplemental items. A bid tab is included in Section 1. The bid for the project is as follows:

CONTRACTOR	TOTAL BASE BID AND SUPPLEMENTAL ITEMS
Matula & Matula Construction, Inc. (Apparent Low Bidder)	\$1,258,432.60

2. Evaluation of the Apparent Low Bidder - The apparent low bidder is Matula & Matula Construction, Inc. HDR has reviewed their Statement of Qualifications and they have previously performed work for the City of Angleton. They have performed well on previous projects and staff stated that they would like to utilize them again. See Section 2 of this report for a list of references.
3. Telephone Conversations with References – Matula & Matula Construction, Inc. has performed many successful projects of the same size and nature. City staff has a good working relationship with them, and they are a firm that is capable of completing this project. Five (5) references were previously contacted by telephone and were asked to respond to a questionnaire. The contractor received excellent ratings on their previous projects. The references indicated that they were impressed with the work Matula & Matula Construction, Inc. had performed and would use them again in the future. Section 3 of this report represents the five previous references previously contacted.



4. Resumes – Company resumes for the supervisory positions have been included in the report for referencing qualifications. Please see Section 4 of this report.

The City of Angleton has entered into an interlocal agreement with Brazoria County for this project. The County has agreed to fund the proposed project in the identified area in the attached interlocal agreement (See Section 5).

During the design phase, it was determined that the City's water line along Arcola was not in the location as depicted in the City's GIS system. It was verified in the field that the existing water and sewer did not have the required separation distance on Arcola Street from Cedar Street to Ash Street. Therefore, the City added an additional section of the water line to the project. This increase of water line is not part of the executed interlocal agreement with the County and it is the City's cost to bear. The City's portion outside of the interlocal is \$47,525.60 (See Attachment 6).

The received bids were higher than the amount identified in the interlocal agreement due to current volatility in the bidding market caused by supply chain issues and material shortages. The remaining project's construction costs outside of the City's portion mentioned above is \$1,210,907.00. The County has agreed to fund the project for the remaining construction cost amount of \$1,210,907.00 (See Section 7 of this report).

Matula & Matula Construction, Inc. is a company with experience and resources in paving and utility projects. They are a responsible firm that should be capable of performing the specified work in a satisfactory manner. They also have performed previous work for the City, and discussions with City staff members about Matula & Matula Construction, Inc.'s experience and capabilities were positive. For these reasons listed above, HDR recommends that the City of Angleton award the Brazoria County Courthouse Expansion Utility & Improvements Project for a total bid of One Million, Two Hundred Fifty-Eight Thousand, Four Hundred Thirty-Two Dollars and Sixty Cents (\$1,258,432.60) to Matula & Matula Construction, Inc (County's portion 1,210,907.00 & City's portion \$47,525.60).

If you have any questions, please feel free to contact us, (713) 622-9264.

Sincerely,

HDR ENGINEERING, INC.

John Peterson, P.E.
Project Manager

SECTION 1

Bid Tabulation

City of Angleton, Texas					
Brazoria County Courthouse Expansion Utility Improvements					
September 2022					
Item	Item Description	Unit	Quantity	Low Bidder	
				Matula & Matula Construction, Inc.	
				UNIT PRICE	TOTAL AMOUNT
GENERAL ITEMS - Ridgcrest Street					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	LS	1	\$ 35,000.00	\$ 35,000.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPEs requirements, complete in place, the sum of:	LS	1	\$ 19,000.00	\$ 19,000.00
Total GENERAL ITEMS				\$ 54,000.00	
PAVING ITEMS					
3	Removal of existing concrete pavement with base materials and curbs, complete in place, the sum of:	SY	870	\$ 8.80	\$ 7,656.00
4	7" thick reinforced concrete pavement, including reinforcement, joints and grading, complete in place, the sum of:	SY	1150	\$ 69.40	\$ 79,810.00
5	Full depth asphalt point repair, including pavement removal, 8-inches of Type A HMAc (black base), 2-inches of Type D HMAc overlay, and tack coat, complete in place, the sum of:	SY	290	\$ 76.00	\$ 22,040.00
6	Full depth concrete point repair, including pavement removal, 12" cement stabilized sand, 7" thick reinforced concrete, dowels, and undercut, complete in place, the sum of:	SY	35	\$ 185.60	\$ 6,496.00
7	8" lime stabilized subgrade, complete in place, the sum of:	SY	1300	\$ 4.10	\$ 5,330.00
8	Lime for lime stabilized subgrade, complete in place, the sum of:	TN	30	\$ 275.00	\$ 8,250.00
9	Remove and replace standard 6" reinforced concrete curb, including transitions, complete in place, the sum of:	LF	60	\$ 15.00	\$ 900.00
10	Remove and replace reinforced concrete monolithic curb and gutter, including reinforcement and joints, complete in place, the sum of:	LF	120	\$ 51.50	\$ 6,180.00
11	Remove and replace existing concrete wheelchair ramp, complete in place, the sum of:	EA	7	\$ 2,600.00	\$ 18,200.00
12	Remove existing sidewalk and replace with 4"-thick sidewalk, complete in place, the sum of:	SF	4120	\$ 16.00	\$ 65,920.00
13	Remove and replace with 6" thick concrete driveway, including blockout, reinforcement and joints, complete in place, the sum of:	SY	203	\$ 171.60	\$ 34,834.80
14	Temporary driveway including placement and removal, complete in place, the sum of:	EA	2	\$ 4,500.00	\$ 9,000.00
15	Concrete pavement header or doweled connection without undercut to existing pavement header, per detail, complete in place, the sum of:	LF	165	\$ 36.50	\$ 6,022.50
16	Thermoplastic pavement markings, 12" white for crosswalk, including surface preparation and priming, complete in place, the sum of:	LF	220	\$ 1.20	\$ 264.00
17	Thermoplastic pavement markings, 24" white solid striping, including surface preparation and priming, complete in place, the sum of:	LF	45	\$ 7.50	\$ 337.50
18	Thermoplastic pavement markings, 4" yellow for parking spaces, including surface preparation and priming	LF	110	\$ 0.70	\$ 77.00
19	Thermoplastic pavement markings, yellow paint along esplanade nose area and curb, including surface preparation and priming, complete in place, the sum of:	LF	45	\$ 5.90	\$ 265.50
20	Thermoplastic pavement marking, Blue Handicapped Symbol, including surface preparation and priming, complete in place, the sum of:	EA	1	\$ 261.50	\$ 261.50
21	Remove and dispose of existing asphalt curb ramp, complete in place, the sum of:	EA	1	\$ 300.00	\$ 300.00
22	Remove and salvage existing sign, remove and replace sign post, remount salvaged sign, complete in place, the sum of:	EA	6	\$ 321.00	\$ 1,926.00
23	Contractor shall coordinate support, adjustment, or relocation of a power pole, complete in place, the sum of:	EA	7	\$ 1,000.00	\$ 7,000.00
24	Adjust existing manhole rim to be flush with top of proposed pavement or finished grade, complete in place, the sum of:	EA	1	\$ 1,015.00	\$ 1,015.00
Total PAVING ITEMS				\$ 282,085.80	
DRAINAGE ITEMS					
25	Remove and dispose of existing storm sewer, all sizes, all depths, complete in place, the sum of:	LF	165	\$ 16.70	\$ 2,755.50
26	12" PVC SDR 26 storm sewer, including bedding and backfill, complete in place, the sum of:	LF	415	\$ 78.80	\$ 32,702.00
27	Type A -Inlet, including bedding and backfill, complete in place, the sum of:	EA	4	\$ 2,296.80	\$ 9,187.20
28	Type E inlet in sidewalk, including bedding and backfill, complete in place, the sum of:	EA	2	\$ 3,331.00	\$ 6,662.00
29	Trench safety for all storm sewers greater than 5' deep, including installation, operation and removal, complete in place, the sum of:	LF	415	\$ 1.20	\$ 498.00
30	5'x5' Storm Sewer Conflict Box with sump, including bedding and backfill, complete in place, the sum of:	EA	1	\$ 5,305.50	\$ 5,305.50
31	Regrade existing ditch, complete in place, the sum of:	LF	240	\$ 22.60	\$ 5,424.00

Item	Item Description	Low Bidder			
		Unit	Quantity	UNIT PRICE	TOTAL AMOUNT
		Matula & Matula Construction, Inc.			
GENERAL ITEMS - Ridgcrest Street					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	LS	1	\$ 35,000.00	\$ 35,000.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPEs requirements, complete in place, the sum of:	LS	1	\$ 19,000.00	\$ 19,000.00
Total GENERAL ITEMS					\$ 54,000.00
PAVING ITEMS					
3	Removal of existing concrete pavement with base materials and curbs, complete in place, the sum of:	SY	870	\$ 8.80	\$ 7,656.00
32	18"x12" H-20 loading concrete trench drain with grate, complete in place, the sum of:	LF	90	\$ 255.00	\$ 22,950.00
33	6" steel pipe, including bedding and backfill, complete in place, the sum of:	LF	45	\$ 83.00	\$ 3,735.00
Total DRAINAGE ITEMS					\$ 89,219.20
SANITARY SEWER ITEMS					
34	Clean and televise 6" to 10" sanitary sewer, all depths, complete in place, the sum of:	LF	2,400	\$ 5.90	\$ 14,160.00
35	Pipe burst existing 6" and 8" sanitary sewer with 8.625" O.D. sanitary sewer, up to 10' deep, complete in place, the sum of:	LF	2,235	\$ 68.10	\$ 152,203.50
36	Pipe burst existing 10" sanitary sewer with 12.75" O.D. sanitary sewer, up to 10' deep, complete in place, the sum of:	LF	165	\$ 109.40	\$ 18,051.00
37	12" PVC SDR 26 sanitary sewer (by auger), including bedding and backfill, complete in place, the sum of:	LF	1,050	\$ 150.70	\$ 158,235.00
38	4' diameter sanitary sewer manhole, including bedding and backfill, complete in place, the sum of:	EA	4	\$ 4,254.20	\$ 17,016.80
39	Sanitary sewer service reconnection (by excavation), including fittings, all depths, complete in place, the sum of:	EA	18	\$ 1,115.20	\$ 20,073.60
40	Tie existing sanitary sewer into proposed manhole, complete in place, the sum of:	EA	2	\$ 2,386.00	\$ 4,772.00
41	Trench safety for all sanitary sewer line, including installation, operation and removal, complete in place, the sum of:	LF	110	\$ 1.20	\$ 132.00
42	Rehabilitate existing concrete sanitary sewer manhole with 1" Sewpercoat, complete in place, the sum of:	VF	60	\$ 450.00	\$ 27,000.00
43	6" PVC SDR 26 sanitary sewer end of line clean out, complete in place, the sum of:	LF	2	\$ 2,600.00	\$ 5,200.00
44	20" steel casing on 12" PVC sanitary sewer, complete in place, the sum of:	LF	10	\$ 323.10	\$ 3,231.00
Total SANITARY SEWER ITEMS					\$ 420,074.90
WATER ITEMS					
45	Remove existing water line, including plug at each end, complete in place, the sum of:	LF	250	\$ 23.90	\$ 5,975.00
46	Furnish and install 8-inch PVC C-900 DR18 CL 235 water line by trenchless installation, all fittings, by augered construction as shown on plans, complete in place, the sum of:	LF	2520	\$ 66.00	\$ 166,320.00
47	Furnish and install 4-inch PVC C-900 DR18 CL 235 water line by trenchless installation, all fittings, by augered construction as shown on plans, complete in place, the sum of:	LF	80	\$ 66.80	\$ 5,344.00
48	8" wet connection, complete in place, the sum of:	EA	5	\$ 1,199.80	\$ 5,999.00
49	6" wet connection, complete in place, the sum of:	EA	1	\$ 1,008.60	\$ 1,008.60
50	4" wet connection, complete in place, the sum of:	EA	2	\$ 888.60	\$ 1,777.20
51	8" gate valve and box, complete in place, the sum of:	EA	10	\$ 2,439.20	\$ 24,392.00
52	Cut, plug, and abandon existing 2"-8" water line, complete in place, the sum of:	EA	10	\$ 130.50	\$ 1,305.00
53	Short side service connection, complete in place, the sum of:	EA	3	\$ 1,117.40	\$ 3,352.20
54	Long side service connection, complete in place, the sum of:	EA	3	\$ 1,920.00	\$ 5,760.00
55	Remove and salvage existing fire hydrant, including gate valve and box, complete in place, the sum of:	EA	3	\$ 60.00	\$ 180.00
56	Furnish and install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	EA	7	\$ 8,000.00	\$ 56,000.00
57	Relocate existing water meter, complete in place, the sum of:	EA	2	\$ 4,165.60	\$ 8,331.20
58	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place, the sum of:	LF	220	\$ 1.20	\$ 264.00
59	16" steel casing on 8" PVC SDR 26 water line with restrained joints throughout casing, complete in place, the sum of:	LF	60	\$ 164.40	\$ 9,864.00
Total WATER ITEMS					\$ 295,872.20

Item	Item Description	Low Bidder			
		Matula & Matula Construction, Inc.			
		Unit	Quantity	UNIT PRICE	TOTAL AMOUNT
GENERAL ITEMS - Ridgcrest Street					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	LS	1	\$ 35,000.00	\$ 35,000.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPEs requirements, complete in place, the sum of:	LS	1	\$ 19,000.00	\$ 19,000.00
Total GENERAL ITEMS					\$ 54,000.00
PAVING ITEMS					
3	Removal of existing concrete pavement with base materials and curbs, complete in place, the sum of:	SY	870	\$ 8.80	\$ 7,656.00
TREE PROTECTION ITEMS					
60	Remove tree 3" to 29.99", complete in place, the sum of:	EA	10	\$ 1,500.00	\$ 15,000.00
Total TREE PROTECTION ITEMS					\$ 15,000.00
SUPPLEMENTAL ITEMS					
61	Clearance prune tree, complete in place, the sum of:	EA	5	\$ 297.20	\$ 1,486.00
62	Install Tree Protection fence (up to 5,000LF), complete in place, the sum of:	LF	500	\$ 5.90	\$ 2,950.00
63	Install Root Pruning Trench, complete in place, the sum of:	LF	150	\$ 29.70	\$ 4,455.00
64	Install extra Cement -Stabilized Sand Backfill, complete in place the sum of:	CY	20	\$ 52.80	\$ 1,056.00
65	Install extra bank sand backfill, complete in place, the sum of:	CY	20	\$ 14.90	\$ 298.00
66	Extra crushed concrete base material, complete in place, the sum of:	TN	50	\$ 42.50	\$ 2,125.00
67	Extra 1.5 sack of cement per cubic yard added to the 6" concrete driveways (total of 7.0 sack/cubic yard), complete in place, the sum of:	SY	203	\$ 14.30	\$ 2,902.90
68	Extra 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 sack/cubic yard), complete in place, the sum of:	SY	200	\$ 14.30	\$ 2,860.00
69	Extra Type D asphalt pavement, complete in place, the sum of:	TN	50	\$ 119.00	\$ 5,950.00
70	Obstruction Removals within a 12-foot Section of Sewer, depths eight-feet or less in Paved Areas, Complete in place, the sum of:	EA	5	\$ 4,000.00	\$ 20,000.00
71	Extension of 12-foot obstruction removals, all sewer sizes, all depths, dry or wet, paved or unpaved, complete in place, the sum of:	LF	50	\$ 125.00	\$ 6,250.00
72	Replacement of manhole frame, complete in place, the sum of:	EA	2	\$ 1,500.00	\$ 3,000.00
73	Replacement of manhole cover, complete in place, the sum of:	EA	2	\$ 750.00	\$ 1,500.00
74	Additional footage for sewer service, complete in place, the sum of:	LF	50	\$ 100.00	\$ 5,000.00
75	Additional footage for water service, complete in place, the sum of:	LF	50	\$ 15.00	\$ 750.00
76	Adjust existing, valve box, meter box, and/or cleanout to be flush with top of proposed pavement or finished grade, complete in place, the sum of:	EA	5	\$ 350.00	\$ 1,750.00
77	Well Pointing for storm sewer installation, all sizes, all depths, including all necessary appurtenances, complete in place, the sum of:	LF	100	\$ 50.00	\$ 5,000.00
78	Well pointing for water line and sanitary sewer, all sizes, all depths, including all necessary appurtenances, complete in place, the sum of:	LF	100	\$ 50.00	\$ 5,000.00
79	Wet condition bedding for storm sewer installation, all sizes, all depths, consisting of seal slab foundation, filter fabrics and all appurtenances, complete in place, the sum of:	LF	100	\$ 92.90	\$ 9,290.00
80	Wet condition bedding for water line and sanitary sewer installation, all sizes, all depths, consisting of limestone or recycled concrete foundation, filter fabrics and all appurtenances, complete in place, the sum of:	LF	100	\$ 64.30	\$ 6,430.00
81	Installation and removal of piezometer, complete in place, the sum of:	EA	2	\$ 237.80	\$ 475.60
82	Tree protection fencing (plastic), complete in place, the sum of:	LF	300	\$ 5.90	\$ 1,770.00
83	Install Root Pruning Trench, complete in place, the sum of:	LF	300	\$ 29.70	\$ 8,910.00
84	Clearance prune tree, complete in place, the sum of:	EA	10	\$ 297.20	\$ 2,972.00
Total SUPPLEMENTAL ITEMS					\$ 102,180.50
TOTAL GENERAL ITEMS:				\$	54,000.00
TOTAL PAVING ITEMS:				\$	282,085.80
TOTAL DRAINAGE ITEMS:				\$	89,219.20
TOTAL SANITARY SEWER ITEMS:				\$	420,074.90
TOTAL WATER ITEMS:				\$	295,872.20
TOTAL TREE PROTECTION ITEMS:				\$	15,000.00
TOTAL SUPPLEMENTAL ITEMS:				\$	102,180.50
TOTAL BASE BID & SUPPLEMENTAL BID ITEMS				\$	1,258,432.60

SECTION 2

References

.Matula & Matula Construction, Inc.

Client References

Matula & Matula Construction, Inc. would like to submit the following references per your request. Please do not hesitate to contact us if you need any additional information.

<p>Owner: City of Lake Jackson 25 Oak Drive Lake Jackson, TX 77566 Sal Aguirre 979-415-2400</p>	<p>Engineer: Kelly R. Kaluza & Associates 3014 Avenue I Rosenberg, TX 77471 Kelly Kaluza 281-341-0808</p>
<p>Owner: City of Angleton 121 S. Velasco Angleton, TX 77515 David King 979-849-4364</p>	<p>Bonding: USI Insurance Services 25025 N I-45 Freeway, Suite 525 The Woodlands, TX 77380 Kevin McQuian 832-702-8339</p>
<p>Owner: City of Richwood 1800 Brazosport Blvd N Richwood, TX 77531 Cliff Custer 979-265-1329</p>	<p>Insurance: Barry Insurance Group 12621 Featherwood Dr., Suite 115 Houston, TX 77034 Jeff Barry 281- 464-3383</p>
<p>Owner: City of Danbury 6102 Fifth Street Danbury, TX 77534 979-922-1551</p>	<p>Banking: South Star Bank, Brazoria 301 S. Brooks Brazoria, TX 77422 Donna Stephenson 979-798-2181</p>
<p>Engineer: Baker & Lawson Engineering 300 E Ceder Angleton TX 77515 Doug Roessler 979-849-6681</p>	
<p>Engineer: John D. Mercer Associates 118 E. Main St. Edna, TX 77957 David Sheblak 361-782-7121</p>	

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SECTION 3

Telephone Conversation With References

REFERENCE: City of Lake Jackson

CONTACT: Sal Aguirre

TELEPHONE NO.: 979-415-2400

PROJECT/ CONTRACT AMOUNT: Oak Dr. Pavement, Utility & Drainage = \$1,309,749.38; Paving, Drainage and Utility Improvements on Magnolia, Gardenia, Chinaberry & Laurel Streets = \$2,170,887.17

QUESTIONS

1. How did Matula & Matula Construction, Inc. perform for you on past projects? (On a scale of 1-10)

ANSWER: 9-10

2. Were you satisfied with their performance? (On a scale of 1-10)

ANSWER: 9-10

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: 10

4. How would you rate their ability to coordinate the work with neighboring property owners? (On a scale of 1-10)

ANSWER: 10 – Know exactly what it takes to work with residents.

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: No. – Very reasonable if any. People out in the field are very knowledgeable. If they find a way to make things easier and are reasonable, they will bring it up to you. Trust them to point out issues, if any, with engineering/design.

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: Yes

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: 9-10

8. Would you like to have them perform a job for you again?

ANSWER: Primary/Go-to contractor. Never tries to take advantage of us. Well-controlled. Respects our procedures. Underground, parking, paving, utilities, architectural projects. Versatile. Has been doing work for them for the last 10 years. Never left them hanging in anyway.

REFERENCE: Audubon Woods III, LLC

CONTACT: Randy L. Stroud, P.E.

TELEPHONE NO.: 979-849-3141

CONTRACT AMOUNT: \$1,013,859.00

PROJECT: Audubon Woods III

PROJECT DESCRIPTION: Have been working on Audubon Woods continuously for 4-5 years. Also worked on other phases of Audubon Woods (IV), totaling to about \$8-10 million dollars in infrastructure.

QUESTIONS

1. How did Matula & Matula Construction, Inc. perform for you on this project? (On a scale of 1-10)

ANSWER: 10

2. Were you satisfied with their performance? (On a scale of 1-10)

ANSWER: 10

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: 10

4. How would you rate their ability to coordinate the work with neighboring property owners? (On a scale of 1-10)

ANSWER: 10

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: None. Issues that occurred during construction were fixed immediately.

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: Yes

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: 10

8. Would you like to have them perform a job for you again?

ANSWER: Yes. Seek them out and provide best recommendations for them. Work so well that City of Lake Jackson employed them.

REFERENCE: Baker & Lawson Engineering
CONTACT: Doug Roessler
TELEPHONE NO.: 979-849-6681
CONTRACT AMOUNT: \$390,697.00
PROJECT: Paving, Grading, Drainage, and Water line

QUESTIONS

1. How did Matula & Matula Construction, Inc. perform for you on this project? (On a scale of 1-10)

ANSWER: 9 – Sometimes sloppy about cleanup.

2. Were you satisfied with their performance? (On a scale of 1-10)

ANSWER: Yes, 9.

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: 9-10

4. How would you rate their ability to coordinate the work with neighboring property owners? (On a scale of 1-10)

ANSWER: 8-9 – Coordinate well with neighbors.

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: No

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: Weather permitting, yes.

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: 9 – Do well. Always hope that they will get the job if out for bid. Always conscious of what they are doing. Brother, John Matula, is inspector so they are stricter. Have several projects in City of Lake Jackson (like them a lot) – currently working on \$3 million street rehab project.

8. Would you like to have them perform a job for you again?

ANSWER: Have been working with them for the last 15-20 years. Highly recommend.

REFERENCE: John D. Mercer Associates

CONTACT: David Sheblak

TELEPHONE NO.: 361-782-7121

PROJECT/CONTRACT AMOUNT: Waterline Construction = \$220k; Transmission Line between Water Well to Water Tank; WL Dist/San Swr Construction; LS Rehab (Completed Aug 2017) = \$140k
 WWTP in Sheridan, TX (Under Construction) = \$775k;

QUESTIONS

1. How did Matula & Matula Construction, Inc. perform for you on previous projects? (On a scale of 1-10)

ANSWER: 8-9

2. Were you satisfied with their performance? (On a scale of 1-10)

ANSWER: 8-9

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: 8-9 – Very good quality work.

4. How would you rate their ability to coordinate the work with neighboring property owners? (On a scale of 1-10)

ANSWER: Very Good

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: If there is an issue during the warranty phase, they are quick to attend to it.

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: Yes

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: Get along very well with the client.

8. Would you like to have them perform a job for you again?

ANSWER: Yes

REFERENCE: Kelly R. Kaluza & Associates

CONTACT: Kelly Kaluza – Spoke with Tim [Griffith?]

TELEPHONE NO.: 281-341-0808

PROJECT/ CONTRACT AMOUNT: Underground work mainly and paving – Hitchcock = \$500k,
Wharton County = \$250k; WWTP Rehab – Danbury = \$500k

QUESTIONS

1. How did Matula & Matula Construction, Inc. perform for you on previous projects? (On a scale of 1-10)

ANSWER: 8

2. Were you satisfied with their performance? (On a scale of 1-10)

ANSWER: 8

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: Very Good

4. How would you rate their ability to coordinate the work with neighboring property owners? (On a scale of 1-10)

ANSWER: 8-10 – No Problems.

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: No problems – Quickly and reasonably reconcile issues.

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: Yes

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: 10

8. Would you like to have them perform a job for you again?

ANSWER: Yes – We always send to them.

SECTION 4

Resumes

PRINCIPAL INDIVIDUALS

CONSTRUCTION EXPERIENCE

2019

Name: Jon Matula
Position: President
Years of Experience: 31
Description of Experience: Jon has been President of Matula & Matula Construction, Inc. since the Company's inception in 1994 and has a vast knowledge of the Civil Construction industry. He works closely with his key employees and customers ensuring projects are completed satisfactorily. He is knowledgeable in paving, foundations, sidewalks, demo, site work and elevated concrete projects such as decking.

Name: Mike Murphy
Position: Vice President
Years of Experience: 42
Description of Experience: Mike has 36 years of experience in office, administrative, estimating, and project managing of civil construction in municipality and private development. This experience includes but not limited to water, sanitary and storm sewer and concrete paving. He has gained his knowledge and experience working for TxDot, Brown & Root, Inc., Uticon, Ltd., and now Matula & Matula Construction, Inc.

Name: Delia Y. Gonzalez
Positions: Secretary/Treasurer
Years of Experience: 13
Description of Experience: Delia has 13 years of experience in accounting, office, and administrative of civil construction in municipality and private development. She holds a Bachelor's Degree in Accounting from the University of Houston – Clear Lake.

Name: Chris Blessing
Position: Estimator/Project Manager
Years of Experience: 29
Description of Experience: Chris has 19 years in estimating and project managing in the Civil Construction industry. He is knowledgeable in underground utilities, earthwork and paving. He has a Bachelor's Degree in Construction Management from Sam Houston State University. He has gained his knowledge and experience working for Texas Sterling Construction and Slack & Company Contracting, Inc.

Name: Glenn Byrd
Position: Superintendent/Estimator/Project Manager
Years of Experience: 38
Description of Experience: Glenn has 27 years supervisory experience in the Civil Construction industry. He is knowledgeable in the areas of lift stations, water / waste water installation, concrete construction, water treatment plants and underground utilities.

Building on a Foundation of Trust Since 1994

Name: Raul Hernandez
Position: Superintendent
Years of Experience: 28
Description of Experience: Raul has 18 years supervisory experience in the Civil Construction industry. He is knowledgeable in paving, foundations, sidewalks, demo, site work and elevated concrete projects such as decking.

Name: Charles Swain
Position: Superintendent
Years of Experience: 49
Description of Experience: Charles has 37 years supervisory experience in the Civil Construction industry. He is knowledgeable in underground work, storm sewer, street and utilities, water mains and water plants.

Name: Isaac Olguin
Position: Safety Director
Years of Experience: 26
Description of Experience: Field level, site manager and company director experience in petro-chemical construction, maintenance, manufacturing and turnaround operations. Training and education accomplishments include Safety and Health Degree, OSHA Course 500, OSHA Course 521, NUCA, Scaffold Competent Person/Trainer, 40 Hour HAZWOPER Course, CPR/Medic-First Aid, Master Trainer Course, High Performance Leadership and a Member of ASSE.

SECTION 5

Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY, TEXAS, AND
THE CITY OF ANGLETON, TEXAS REGARDING
BRAZORIA COUNTY COURTHOUSE IMPROVEMENTS**

This Interlocal Agreement (“Agreement”) is made effective as of the Effective Date, as defined below, by and between BRAZORIA COUNTY, TEXAS, acting through its Commissioners Court (the “County”), and the CITY OF ANGLETON, TEXAS, acting through its City Council (the “City”). The City and the County may be referred to individually as a “Party” and collectively as the “Parties.” The Parties mutually agree, and state as follows:

I. Recitals

WHEREAS, Angleton is a Home-Rule Municipal Corporation in Brazoria County, Texas and Brazoria County is defined as a local government in Texas Government Code Section 791.003, both parties enter this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the “Act”), Chapter 791 of the Texas Government Code, as amended. Angleton and County wish to enter into an agreement regarding the Brazoria County Courthouse Improvements on the 200 Block of Locust Street, within the city limits of Angleton, Texas.

WHEREAS both the City and the County represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, Texas Transportation Code §311.001 authorizes the City to exercise exclusive control over and under the public highways, streets, and alleys of the municipality; and

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

WHEREAS, Texas Transportation Code §251.012 and Texas Government Code §791.032 provides that with the approval of the City, the County may enter into the agreement for work performed on their property and City right of way for roads, parking lots and sidewalks; and

WHEREAS, both Angleton and the County find it mutually desirable to enter into this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

II. COVENANTS

1. **Term.** This Agreement shall commence on the Effective Date and shall terminate upon completion of the obligations set forth herein.

2. **Improvements.** The County and the City hereby jointly agree to incorporate the City's improvement of moving utilities, closing and abandoning a portion of Chenango, re-routing, updating, and replacing water and sanitary sewer utilities, widening of roads, installing a 10-foot shared path, and providing easements identified in **Exhibit A**, prepared by the City of Angleton City Engineer in conjunction with the Brazoria County Courthouse Improvements in the 200 Block of Locust Street.

3. **County's Obligations.** County agrees to the following:

- a. Reimburse the City no later than forty-five (45) days after the date of City invoice for work performed as identified in **Exhibit A** which includes constructing, replacing, improving, moving, and removing water and sewer utilities, widen city streets, reconstruct Arcola Street and installing a 10-foot shared path based upon the City of Angleton Engineer's opinion of probable costs of Eight Hundred Fifty Seven Thousand Nine Hundred Forty Three and 75/100 (\$857,943.75) on an actual cost basis; and
- b. Grant a fifteen (15) foot easement to the City for proposed sanitary sewer along Locust Street and North Velasco Street (Business 288). Said easement(s) will be conveyed both by conveyance document and by plat; and
- c. Construct temporary drainage easements until such time as all drainage is re-worked, re-configured, and constructed; and
- d. Comply with all building code standards and regulations of the City as set forth in the Code of Ordinances of the City of Angleton, Texas, as amended; and
- e. The County will hire at their own cost a third-party consultant to perform self-inspection of the courthouse improvements as set forth in Section f. below of this Agreement. However, the County agrees to pay all of City's permitting fees for the Brazoria County courthouse improvements prior to issuance of any building permits as agreed between the parties. The City and County agree that no development permit is required, and no development permit fee will be paid as set forth in Section 23-93 C.3 of the Angleton Code of Ordinances; and
- f. Pursuant to Section 212.903 of the Texas Local Government Code, the County shall conduct all inspections of County owned buildings or facilities

that are a component of the work described as the Courthouse Expansion Project, or courthouse improvements, and provide City all inspection reports immediately upon receipt by County. County will provide City all information on inspection firm(s) contracted for inspections, and all inspections shall be performed by a registered professional engineer or architect licensed in the State of Texas or appropriately certified by the Texas Department of Licensing and Regulation as an inspector in the appropriate discipline;

4. **City's Obligations.** City agrees to the following:
- a. Cause to be constructed, replaced, improved, moved, or removed water and sewer utilities, and widen city streets, identified in **Exhibit A**;
 - b. Reconstruct Arcola Street and install shared paths as identified in **Exhibit A** prepared by City of Angleton City Engineer.
 - c. Close and abandon the Chenango Street right-of-way between East Live Oak and East Locust Streets in accordance with the Brazoria County courthouse expansion which will be utilized as private parking with gated entrance. Abandonment shall be evidenced by conveyance instrument and handled in the re-platting process, as permitted by the City of Angleton Code of Ordinances.
 - d. Provide County the identified location of the proposed 15-foot sanitary sewer easement for the proposed 8-inch sanitary sewer on Arcola Street beginning at the mid-block manhole between Ash and Cedar Street to the intersection of Locust Street for inclusion in plat;
 - e. Grant a temporary 20-foot-wide drainage easements in the proposed abandoned portion of the Chenango Street right-of-way where the current storm sewer system is located. This easement will remain in effect until the City is able to construct a new storm sewer along Arcola Street and provide the required storm sewer mitigation for the improvements;
 - f. City will provide certificate of occupancy, in accordance with the City of Angleton Code of Ordinances, as amended, for individual buildings as completed during the Courthouse Expansion Project, or courthouse improvements upon receipt of all inspection reports showing compliance with City building standards and regulations; and
 - g. Invoice the County on a monthly basis or every thirty (30) days engineering and construction costs for the agreed improvements to the utilities in the area and Arcola Street right-of-way as show in **Exhibit A** prepared by the City of Angleton City Engineer.

5. **Consideration.** This agreement is made in consideration of the obligations of the parties herein.

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

7. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party.

8. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties. The City has exclusive control over and under the public highways, streets, and alleys of the City and shall have dominant control over the project contemplated by this Agreement.

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

10. Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation, or annexation of one political subdivision by another. There is no partnership, joint venture, or employee-employer relationship between the parties. Rather, each party shall be an independent contractor under the terms of this agreement and shall assume all of the rights, obligations, and liabilities applicable to it as an independent contractor hereunder, and any provisions in this agreement which may appear to give one party ("the first party") the right to direct the other party ("the second party") as to the details of doing the work herein covered shall be deemed to mean that the second party shall follow the first party's requests in the results of the work only.

11. No agent or employee of either party shall be a borrowed servant of the other party.

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

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

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

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

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

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

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

19. This agreement binds, and inures to the benefit of, the parties to this agreement and their respective successors and permitted assigns.

20. This is not a third-party contract. This contract may not be enforced by any person other than the County or the City, and nothing herein shall be construed to create any rights in third parties.

21. A party is not required to perform any term or covenant in this agreement as long as performance is delayed or prevented by *force majeure*, which includes strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and epidemics, pandemic, acts of God. However, a party's obligations shall not be delayed by this section for more than 180 consecutive days nor more than 365 days in the aggregate, and if a *force majeure* delays or prevents performance longer than that, then either party may terminate this agreement by notice to the other party. Termination shall not impair any obligation of the City to pay its share of costs incurred before termination. Regardless of any other provision, this section shall not excuse a failure to pay money.

22. **Severability Clause:** The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

23. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

24. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other. Each party agrees, represents, and conclusively stipulates that it has neither received nor relied upon any oral or written representations or promises concerning the subject matter of this agreement, except for the statements written in this document.

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

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

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

28. In the event either party fails to fulfill the obligations set forth in Paragraph II, 3. and 4. regarding the parties' obligations as set forth herein, the City or County shall give written notice of default with an opportunity to cure such default within thirty (30) days. If either party fails to cure such default during the 30-day cure period, then the other party may terminate the Agreement.

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

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

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

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

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

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

Matt Hanks
Brazoria County Engineer
451 N. Velasco, Suite 230
Angleton, Texas 77515

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


Mary Shine
Brazoria County Criminal District Attorney's Office
111 E. Locust, Suite 408A
Angleton, Texas 77515

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

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


COUNTY:

BRAZORIA COUNTY, TEXAS


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

CITY:

THE CITY OF ANGLETON, TEXAS

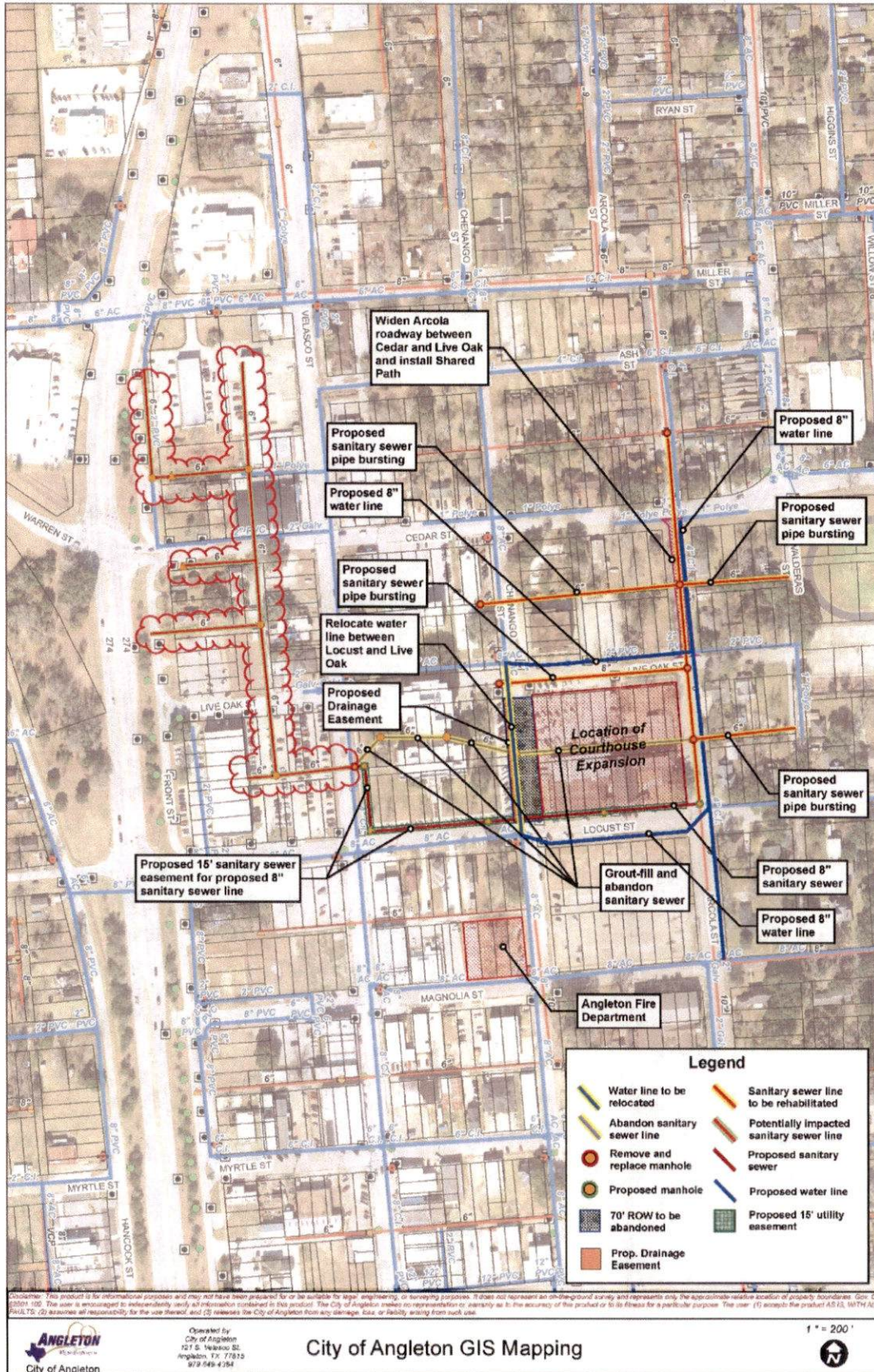
By:  7/12/21
Jason Perez
Mayor

ATTEST:

By: 
Frances Aguilar
City Secretary

**Exhibit "A" Follows
(3 Total Pages)**





Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. 2001-100. The user is encouraged to independently verify all information contained in this product. The City of Angleton makes no representation or warranty as to the accuracy of this product or its fitness for a particular purpose. The user (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Angleton from any damage, loss, or liability arising from such use.



Created by
City of Angleton
121 S. Wilshire St.
Angleton, TX 77615
937.948.4384

City of Angleton GIS Mapping

1" = 200'
N



June 29, 2021

Mr. Matt Hanks, PE
Brazoria County Engineer
Brazoria County Court House
111 E. Locust
Angleton, Texas 77515

Re: Brazoria County Courthouse Annex
Chenango ROW Abandonment
City of Angleton, Texas

Brazoria County has approached the City about constructing an annex to the County Courthouse on the 200 Block of Locust St. in Angleton, TX. The County has request that the City of Angleton abandon the Chenango St. right-of-way between Live Oaks St. In return for the abandonment of the Chenango Street right-of-way, the City has requested improvements to the utilities in the area and paving improvements on Arcola Street between Cedar Street and Live Oak. The below following are the agreed upon area improvements:

Sanitary Sewer:

The existing 6” sanitary sewer that currently services the Brazoria County Campus (Existing Court House and all County Properties west of 288B) is located under the existing County Courthouse and continues through the property where the new Courthouse expansion will be located (See attached exhibit). This existing section will need to be abandon prior to the Courthouse expansion.

A new sanitary sewer alignment will be required to continue provided services to the County Campus. It is proposed that the existing 6-inch sanitary sewer and 6 existing sanitary manholes on that sewer located on the County Courthouse block and the proposed County Courthouse Annex block be abandoned and grout filled. The County has agreed to provide a 15’ sanitary sewer easement along Velasco and Locust Street for the new proposed sanitary sewer alignment. The new sanitary sewer will be an 8-inch PVC pipe beginning at the existing sanitary sewer manhole on the west side of the existing County courthouse block at Velasco Street, continuing south to the corner of Velasco and Locust Street, then turning west along the north side of Locust Street tying into a proposed sanitary sewer manhole on Arcola Street on the existing sanitary sewer. Areas of the proposed sanitary sewer pipe that will run underneath street paving will be installed by boring to avoid additional pavement costs. Areas where sidewalks are disturbed for the sanitary sewer installation will be replaced.

The project also includes the installation of a new 8” sanitary sewer on Arcola Street beginning at the Mid-block manhole between Ash and Cedar Street to the intersection of Locust

hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220
T (713) 622-9264 F 713.622.9265
Texas Registered Engineering Firm F-754

Street. All connecting sewer lines will be rehabilitated with new HDPE pipe to the nearest manhole or cleanout. Existing manholes will be rehabilitated and existing cleanout will be replaced with manholes.

Waterline:

The existing 8-inch AC water line located in the Chenango right-of-way between Live Oak and Locust St. must be relocated to facilitate the County Courthouse expansion. A 8-inch water line is proposed on the north side of Live Oak Street between Chenango and Arcola Street. A new 8" waterline is proposed from the intersection of Locust Street and Arcola Street east one block to Chenango Street and south one block from the same intersection to Magnolia Street.

The existing 4-inch cast iron water line located on Arcola between Cedar and Live Oak will be abandoned and replaced with an 8-inch PVC water line.

All waterlines described will be installed by boring.

Pavement:

The existing street cross section of Arcola from Cedar to Live Oak is a 19' elevated asphalt roadway with shallow roadside swales. As part of the agreement to abandon the Chenango right-of-way, this section of Arcola Street will be widened to a 28' wide 7" thick concrete curb and gutter street section. The improved street cross section will also include a proposed 10-foot wide concrete shared path that includes curb ramps where necessary.

Chenango Storm Sewer Easements:

Due to the City having an active storm sewer inside the Chenango right-of-way that must remain active until the funding become available for the new proposed system on Arcola, a 20-foot wide drainage easement shall be obtained from the County over the existing storm sewer in the existing Chenango right-of-way between Live Oak Street and Locus Street.

HDR Engineering, Inc.

Brazoria County Courthouse Expansion
Utility Improvement OPCC

City of Angleton
26 March 2021

<u>Item</u>					
No.	Quantity	Unit	Item Description	Unit Price	Total Amount
SANITARY SEWER ITEMS:					
1	1,730	L.F.	8" gravity sewer line, installed by open-cut	\$ 55.00	\$ 95,150.00
2	120	L.F.	8" gravity sewer line, installed by boring ¹	\$ 115.00	\$ 13,800.00
3	1,010	L.F.	8" gravity sewer line by pipe bursting	\$ 43.00	\$ 43,430.00
4	13	EA.	4' diameter manhole	\$ 5,000.00	\$ 65,000.00
5	195	V.F.	1" SewperCoat lining for rehabbing interior of 4' diameter manholes ²	\$ 110.00	\$ 21,450.00
6	7	C.Y.	Grout fill for abandonment of existing sanitary sewer	\$ 200.00	\$ 1,400.00
7	3	EA.	Abandon existing manhole	\$ 750.00	\$ 2,250.00
8	12	EA.	Sanitary sewer service connection	\$ 1,500.00	\$ 18,000.00
TOTAL SANITARY SEWER ITEMS:					\$ 260,480.00
WATER LINE ITEMS:					
9	2,040	L.F.	8" PVC water line, installed by open-cut	\$55.00	\$ 112,200.00
10	405	L.F.	8" PVC water line, installed by boring ¹	\$115.00	\$ 46,575.00
11	6	EA.	8" wet connection	\$1,000.00	\$ 6,000.00
12	14	EA.	8" gate valve and box	\$1,600.00	\$ 22,400.00
13	2	EA.	Furnish and Install Fire Hydrant Assembly including 6" Gate Valve and Le	\$5,500.00	\$ 11,000.00
14	3	EA.	Abandon Existing Water Valve	\$350.00	\$ 1,050.00
15	11	EA.	Water service connection	\$1,500.00	\$ 16,500.00
16	130	L.F.	16" steel casing	\$250.00	\$ 32,500.00
TOTAL WATER LINE ITEMS:					\$ 248,225.00
PAVING ITEMS:					
17	1,100	S.Y.	Remove existing asphalt pavement and base	\$10.00	\$ 11,000.00
18	1,100	S.Y.	7" Reinforced Concrete Pavement	\$70.00	\$ 77,000.00
19	1,250	S.Y.	6" Lime Subgrade	\$7.00	\$ 8,750.00
20	120	TON	Lime (4% by dry unit weight)	\$200.00	\$ 24,000.00
21	2	EA.	Temporary Driveway	\$700.00	\$ 1,400.00
22	320	S.Y.	Remove and Replace 6" Concrete Driveways	\$90.00	\$ 28,800.00
23	50	L.F.	Concrete Paving Header	\$20.00	\$ 1,000.00
24	180	S.Y.	Remove and replace existing sidewalk and wheelchair ramps	\$5.00	\$ 900.00
25	720	L.F.	6" Concrete Curb	\$8.00	\$ 5,760.00
26	400	S.Y.	6" concrete sidewalk	\$16.00	\$ 6,400.00
27	240	S.F.	Concrete curb ramp ³	\$11.00	\$ 2,640.00
28	1	LS	Grading Right-Of-Way	\$10,000.00	\$ 10,000.00
TOTAL OTHER ITEMS:					\$ 177,650.00
TOTAL CONSTRUCTION COST:					\$ 686,355.00
MISCELLANEOUS ITEMS (25%):					\$ 171,588.75
Engineer's Opinion of Probable Construction Cost:					\$ 857,943.75

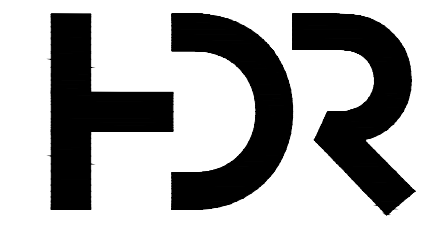
¹ Pipes are installed by boring across street intersections.

² Manholes are generally assumed to be an average 1.5 ft deep for the purposes of this estimate.

³ Assume that curb ramps on average are 6 ft long

SECTION 6

City's Portion of the Project



Texas P.E. Firm
Registration No. F-754

HDR Engineering, Inc.
4828 Loop Central Drive, Suite 800
Houston, Texas 77081
P 713.622.9264 F 713.622.9265
www.hdrinc.com

PROJECT FOR

Courthouse Expansion Utility and Paving Improvements



PRIVATE UTILITY LINES SHOWN
AT LEAST 48 HOURS BEFORE EXCAVATING IN STREET R.O.W. OR
EASEMENTS CALL THE LONE STAR NOTIFICATION 713-223-4567.

NOTICE:
For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig,
so that underground lines can be marked. This Verification does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITY LINES

Date: _____
CenterPoint Energy/Natural Gas Facilities Verification ONLY. (This Signature
verifies that you have shown CNP Natural Gas lines correctly - not to be used
for conflict verification.) (Gas service lines are not shown.)
Signature Valid for six months.

Date: _____
Texas New Mexico Power Co. (Approved Only for Crossing Underground
Ductlines, Unless Otherwise Noted.) Valid at Time of Review Only.

Date: _____
Approved for AT&T Texas/SWB Undergound Conduit Facilities ONLY.
Signature Valid for one year.

MARK	DATE	DESCRIPTION

PROJECT NUMBER	10330468
CHECKED BY	J. Moore
DRAWN BY	R. Carr

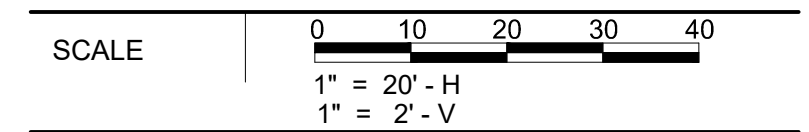
90% SUBMITTAL
FOR REVIEW ONLY NOT
FOR BIDDING OR
CONSTRUCTION

JOSEPH E. MOORE
TEXAS SERIAL NO. 119103

APRIL 2022

SHEET NAME

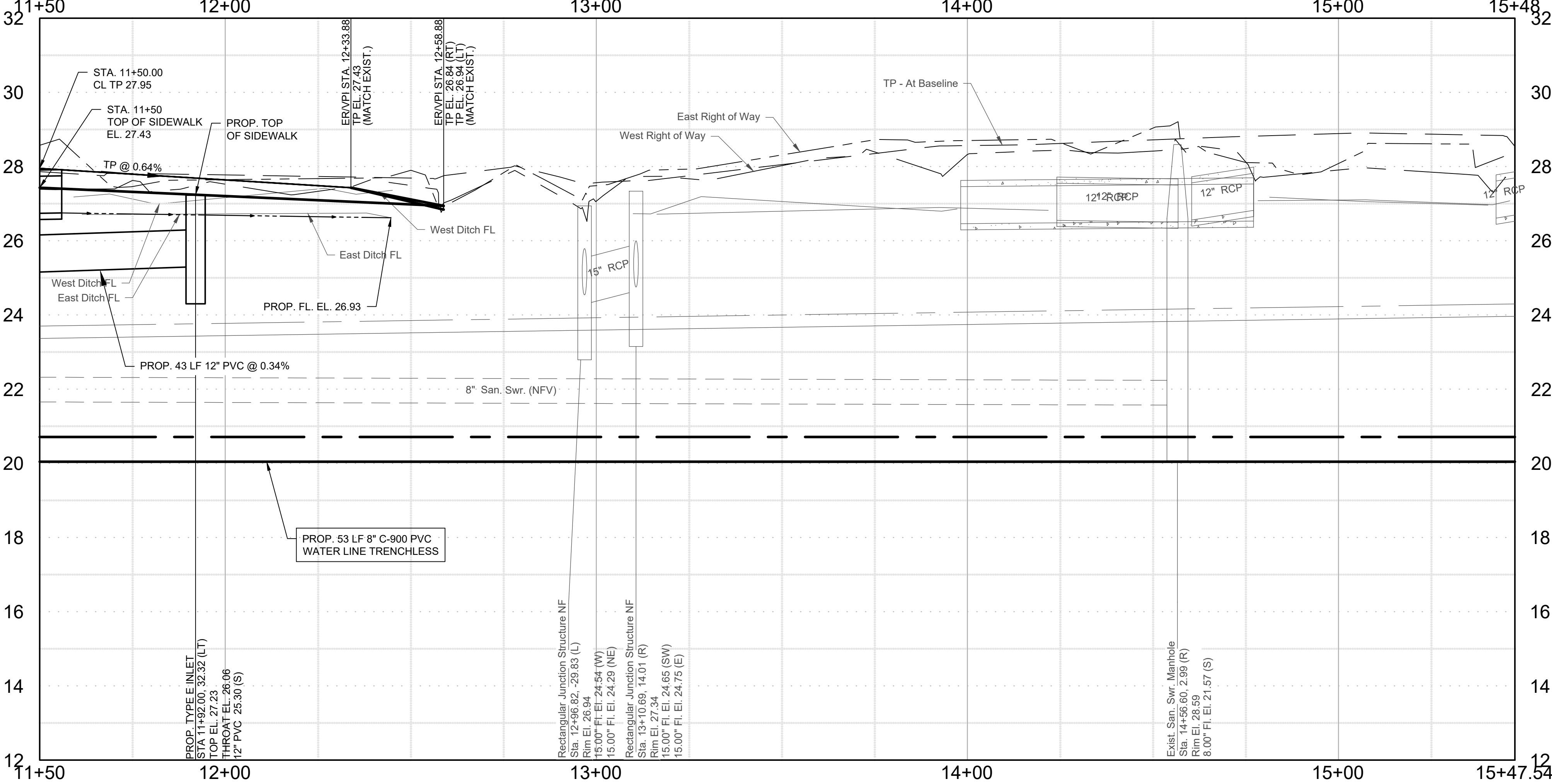
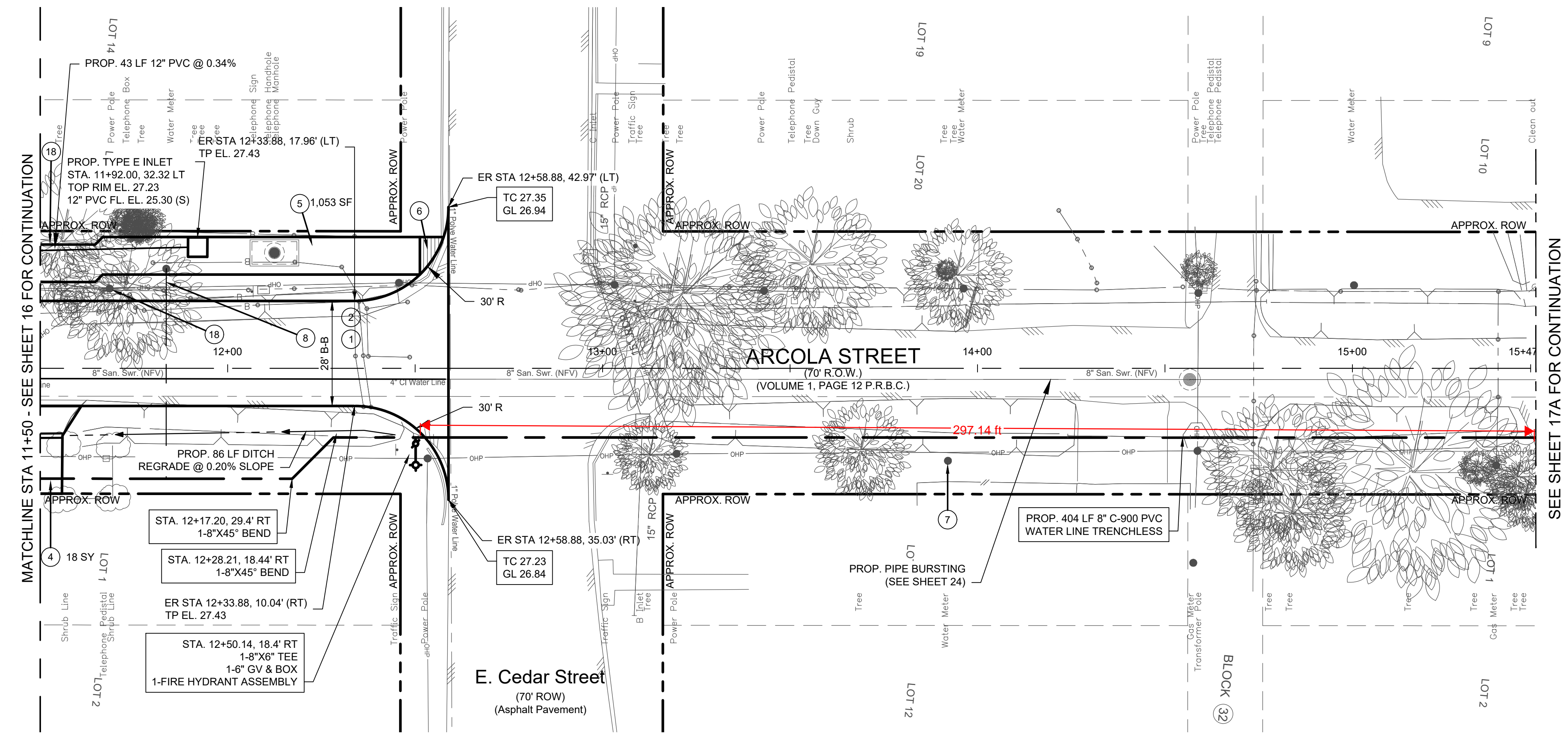
Arcola Street
Sta. 11+50 to Sta. 15+48



SHEET NUMBER

17

FILE NAME
Arcola Street - Sheets.dwg

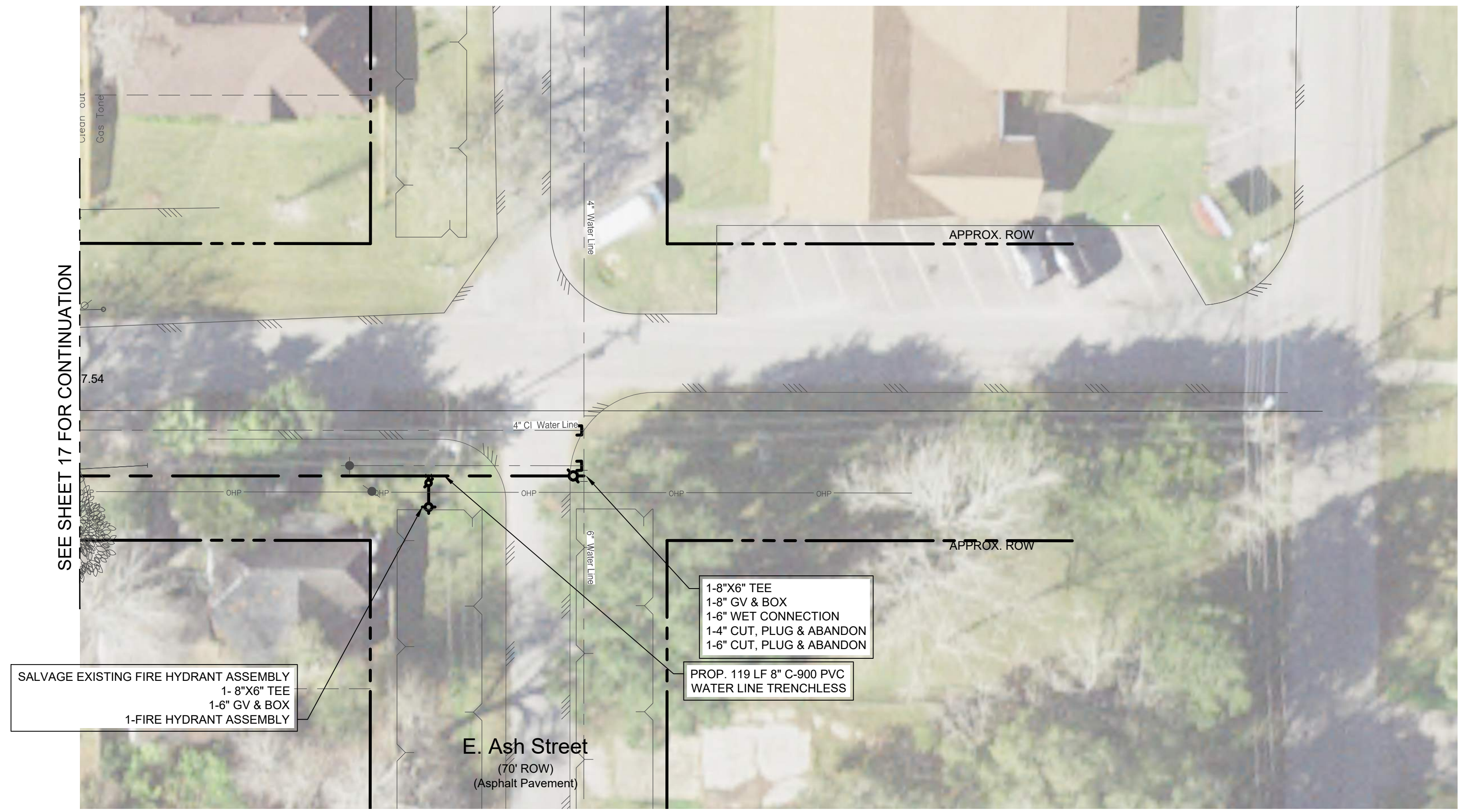


MATCHLINE STA 11+50 - SEE SHEET 16 FOR CONTINUATION

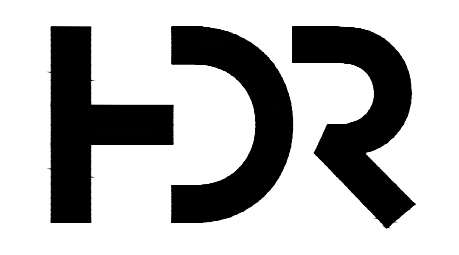
SEE SHEET 17A FOR CONTINUATION

11+50 12+00 13+00 14+00 15+00 15+48

32 30 28 26 24 22 20 18 16 14 12



- KEYNOTES:**
UTILITIES, PAVING & DRAINAGE
- ① REMOVE AND DISPOSE OF EXISTING PAVEMENT INCLUDING BASE MATERIAL.
 - ② PROPOSE 7" CONCRETE PAVEMENT.
 - ③ REMOVE AND REPLACE 6" CONCRETE CURB.
 - ④ REMOVE AND REPLACE 6" THICK REINFORCED CONCRETE DRIVEWAY.
 - ⑤ PROPOSED 4" THICK REINFORCED CONCRETE SIDEWALK.
 - ⑥ PROPOSED SIDEWALK RAMP WIDETECTABLE WARNING PAVERS PER DETAIL.
 - ⑦ PROPOSED SHORT SIDE WATER SERVICE REPLACEMENT.
 - ⑧ PROPOSED LONG SIDE WATER SERVICE REPLACEMENT.
 - ⑨ PROPOSED SHORT SIDE SANITARY SERVICE REPLACEMENT.
 - ⑩ PROPOSED LONG SIDE SANITARY SERVICE REPLACEMENT.
 - ⑪ REMOVE, SALVAGE, AND REINSTALL EXISTING MAILBOX.
 - ⑫ REMOVE AND SALVAGE EXISTING SIGN, REMOVE AND REPLACE SIGN POST. REMOUNT SALVAGE SIGN.
 - ⑬ 24" WIDE SOLID WHITE TYPE 1 REFLECTIVE PAVEMENT MARKERS.
 - ⑭ 12" WIDE SOLID WHITE TYPE 1 REFLECTIVE PAVEMENT MARKERS.
 - ⑮ ADJUST EXISTING MANHOLE RIM, VALVE BOX, METER BOX, AND/OR CLEANOUT TO BE FLUSH WITH TOP OF PROPOSED PAVEMENT OR FINISHED GRADE.
 - ⑯ PROPOSED PAVING HEADER PER DETAIL.
 - ⑰ PROPOSED FULL DEPTH SAW CUT.
 - ⑱ REMOVE EXISTING TREE.
 - ⑲ CONTRACTOR SHALL COORDINATE SUPPORT, ADJUSTMENT, OR RELOCATION OF POWER/LIGHT POLES AND/OR GUY ANCHORS W/OWNER OF POLES, AS REQUIRED.



Texas P. E. Firm
Registration No. F-754

HDR Engineering, Inc.
4828 Loop Central Drive, Suite 800
Houston, Texas 77081
P 713.622.9264 F 713.622.9265
www.hdrinc.com

PROJECT FOR

Courthouse Expansion Utility and Paving Improvements



PRIVATE UTILITY LINES SHOWN
AT LEAST 48 HOURS BEFORE EXCAVATING IN STREET R.O.W. OR EASEMENTS CALL THE LONE STAR NOTIFICATION 713-223-4567.
TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL TEXAS NEW MEXICO POWER AT 409-945-2388

NOTICE:
For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig, so that underground lines can be marked. This Verification does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITY LINES

Date: _____
CenterPoint Energy/Natural Gas Facilities Verification ONLY. (This Signature verifies that you have shown CNP Natural Gas lines correctly - not to be used for conflict verification.) (Gas service lines are not shown.)
Signature Valid for six months.

Date: _____
Texas New Mexico Power Co. (Approved Only for Crossing Underground Ductlines, Unless Otherwise Noted.) Valid at Time of Review Only.

Date: _____
Approved for AT&T Texas/SWB T Underground Conduit Facilities ONLY.
Signature Valid for one year.

MARK	DATE	DESCRIPTION

PROJECT NUMBER	10330468
CHECKED BY	J. Moore
DRAWN BY	R. Carr

90% SUBMITTAL
FOR REVIEW ONLY NOT
FOR BIDDING OR
CONSTRUCTION

JOSEPH E. MOORE
TEXAS SERIAL NO. 119103

APRIL 2022

SHEET NAME
**Arcola Street
Sta. 15+48 to E. Ash St.**

SCALE | 0 10 20 30 40
1" = 20' - H
1" = 2' - V

SHEET NUMBER
17A

FILE NAME | Arcola Street - Sheets.dwg

OPINION OF PROBABLE CONSTRUCTION COST					
Brazoria County Courthouse Expansion Utility Improvement					
CITY OF ANGLETON, TX					
October 2022					
Courthouse Project					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL AMOUNT
WATER ITEMS					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	LS	1	\$ 1,400.00	1,400.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPEs requirements, complete in place, the sum of:	LS	1	\$ 760.00	760.00
3	8" C-900 PVC waterline, installed by Trenchless	L.F	417	\$ 66.00	\$ 27,522.00
4	Furnish and Install 8" GV & BOX, complete in place	E.A	1	\$ 2,439.20	\$ 2,439.20
5	6" Diameter Wet Connection, complete in place	E.A	1	\$ 1,008.60	\$ 1,008.60
6	Cut, Plug and Abandon existing 2"-8" water line complete in place, the sum of	EA.	2	\$ 130.50	\$ 261.00
7	Short side service connections, complete in place, the sum of:	EA.	2	\$ 1,117.40	\$ 2,234.80
8	2" long side service connection for school, complete in place, the sum of	EA.	2	\$ 1,920.00	\$ 3,840.00
9	Remove and salvage existing fire hydrant, including gate valve and box, complete in place, the sum of:	EA.	1	\$ 60.00	\$ 60.00
10	Furnish and install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	EA.	1	\$ 8,000.00	\$ 8,000.00
				CITY ITEMS	\$ 47,525.60

SECTION 7

County's Approval of Additional Funds

Peterson, John

From: Matt Hanks <matth@brazoriacountytx.gov>
Sent: Tuesday, November 1, 2022 10:46 AM
To: Peterson, John
Cc: Karen McKinnon
Subject: RE: [EXTERNAL]RE: Brazoria County Courthouse Expansion Utility and Paving Improvements

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

John,

Sorry for being so slow in replying to your email. Per the agreement, the County will cover the additional cost for the project.

Please let me know if you need anything further.

Thanks,
Matt

From: Peterson, John <John.Peterson@hdrinc.com>
Sent: Tuesday, November 1, 2022 9:14 AM
To: Matt Hanks <matth@brazoriacountytx.gov>
Cc: Karen McKinnon <KarenM@brazoriacountytx.gov>
Subject: [EXTERNAL]RE: Brazoria County Courthouse Expansion Utility and Paving Improvements

Hey Matt,

Can I get a written response that the County is going to cover the additional cost on the above referenced project. I have a deadline of today to get the Letter of Recommendation to the City in order to make the Council meeting. Due to Thanksgiving Holiday, I think they are only going to have one meeting this month. So if I do not get this out today it will be pushed until next month.

Thanks,

John Peterson, P.E., CFM
Project Manager

HDR
4828 Loop Central Drive; Suite 800
Houston, TX 77081
📞 [713.622.9264]
john.peterson@hdrinc.com

hdrinc.com/follow-us

From: Peterson, John R

Sent: Monday, October 31, 2022 3:32 PM

To: matth@brazoria-county.com

Cc: Chris Whittaker <cwhittaker@angleton.tx.us>; Jeff Sifford <jsifford@angleton.tx.us>; hrenteria@angleton.tx.us; Moore, Joseph E <joseph.moore@hdrinc.com>; Vasquez, Javier <javier.vasquez@hdrinc.com>; Judith ElMasri <judith@jgradyrandlepc.com>; KarenM@brazoria-county.com; pconner@angleton.tx.us

Subject: RE: Brazoria County Courthouse Expansion Utility and Paving Improvements

Matt just following up on this. Thanks

From: Peterson, John

Sent: Tuesday, October 25, 2022 2:43 PM

To: matth@brazoria-county.com

Cc: Chris Whittaker <cwhittaker@angleton.tx.us>; Jeff Sifford <jsifford@angleton.tx.us>; hrenteria@angleton.tx.us; Moore, Joseph <joseph.moore@hdrinc.com>; Vasquez, Javier <javier.vasquez@hdrinc.com>; Judith ElMasri <judith@jgradyrandlepc.com>; KarenM@brazoria-county.com; pconner@angleton.tx.us

Subject: RE: Brazoria County Courthouse Expansion Utility and Paving Improvements

Matt,

Just following up with you on the additional funding for the Courthouse Expansion Utility and Paving Improvements. Please let me know.

Thanks,

John Peterson, P.E., CFM
Project Manager

HDR
4828 Loop Central Drive; Suite 800
Houston, TX 77081
📞 [713.622.9264]
john.peterson@hdrinc.com

hdrinc.com/follow-us

From: Peterson, John

Sent: Monday, October 17, 2022 5:38 PM

To: matth@brazoria-county.com

Cc: Chris Whittaker <cwhittaker@angleton.tx.us>; Jeff Sifford <jsifford@angleton.tx.us>; hrenteria@angleton.tx.us; Moore, Joseph <joseph.moore@hdrinc.com>; Vasquez, Javier <javier.vasquez@hdrinc.com>; Judith ElMasri <judith@jgradyrandlepc.com>; KarenM@brazoria-county.com; pconner@angleton.tx.us

Subject: RE: Brazoria County Courthouse Expansion Utility and Paving Improvements

Matt,

Per our discussion this morning, I verified the total engineering cost for the project and it is \$230,900.

Per the previous email the additional amount of the bid is in the amount of \$352,963.27. Adding the engineering cost to this amount (\$230,900), the total project cost to the County is \$583,863.27.

Please let me know if you need anything else.

Thanks,

John Peterson, P.E., CFM
Project Manager

HDR
4828 Loop Central Drive; Suite 800
Houston, TX 77081
O [713.622.9264]
john.peterson@hdrinc.com

hdrinc.com/follow-us

From: Peterson, John
Sent: Thursday, October 13, 2022 9:15 AM
To: matth@brazoria-county.com
Cc: Chris Whittaker <cwhittaker@angleton.tx.us>; Jeff Sifford <jsifford@angleton.tx.us>; hrenteria@angleton.tx.us;
Moore, Joseph <joseph.moore@hdrinc.com>; Vasquez, Javier <javier.vasquez@hdrinc.com>; Judith ElMasri
<judith@jgradyrandlepc.com>
Subject: FW: Brazoria County Courthouse Expansion Utility and Paving Improvements

Hey Matt,

I am just checking in with you to see if I can provide any assistance on this. Please let me know.

Thanks,

John Peterson, P.E., CFM
Project Manager

HDR
4828 Loop Central Drive; Suite 800
Houston, TX 77081
O [713.622.9264]
john.peterson@hdrinc.com

hdrinc.com/follow-us

From: Peterson, John
Sent: Monday, October 10, 2022 11:56 AM
To: matth@brazoria-county.com
Cc: Chris Whittaker <cwhittaker@angleton.tx.us>; Jeff Sifford <jsifford@angleton.tx.us>; hrenteria@angleton.tx.us;
Moore, Joseph <joseph.moore@hdrinc.com>; Vasquez, Javier <javier.vasquez@hdrinc.com>; Judith ElMasri
<judith@jgradyrandlepc.com>
Subject: Brazoria County Courthouse Expansion Utility and Paving Improvements

Matt,

The County has entered into an interlocal agreement with the City that states the County will fund the above referenced project. In the agreement the County committed an amount based on an engineer’s opinion of cost at the time of the agreement of approximately \$857,943.73 on an actual cost basis.

On September 28, 2022, the City of Angleton opened bids for the Brazoria County Courthouse Expansion Utility and Paving Improvements. The City received one bid from Matula and Matula. Due to the market volatility, supply chain issues, and material cost increases, construction prices have increase exponentially in recent months. The received bid for this project was in the amount of \$1,258,432.60.

The City added an additional section of the water line into the project on Arcola Street from Cedar Street to Ash Street. This increase of water line is not part of the executed interlocal agreement and is the City’s cost to bear. The City portion outside of the interlocal is \$47,525.60 (see attachments). This means that the remaining project cost of the received bid is \$1,210,907.00. With the County’s committed \$857,943.73 identified in the executed interlocal agreement, there is a remaining portion of the project in the amount of \$352,963.27. The City would like to discuss additional funding for this project in more detail with County .

Thanks,

John Peterson, P.E., CFM
Project Manager

HDR
4828 Loop Central Drive; Suite 800
Houston, TX 77081
☎ [713.622.9264]
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AGENDA ITEM SUMMARY

MEETING DATE: November 8, 2022

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

AGENDA CONTENT: Presentation, discussion, and possible comment on potential development project applications for 1. Stasny Ranch, 2. Austin Colony Development modifications requested by the developer, and 3. Ashland Development/Ashton Gray. Staff would like to update City Council on development statuses and agreements, and outstanding related issues. Questions will be addressed by Senior Leadership and project representatives. No action is required.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

Senior Leadership hopes to update the City Council on three (3) pending developments that are currently being processed and reviewed as outlined below.

1. Stasny Ranch Development:

STASNY RANCH DEVELOPMENT AMENITIES:

- Master Plan Community
- 300 Acre Development
- 150 Ac. industrial, 27 – 62 ac commercial, 50 ac residential, 60 Ac. parks/lakes
- 2200 potential local jobs created - 50 engineers and 50 mechanics in just phase 1
- Retail/Mixed Used Amenities along SH 288
- City Gateway signage
- Housing for new local residents

DEVELOPMENT SUMMARY/UPDATE:

Staff has met with the developer last in a D.A.W.G. meeting on Wednesday, November 2022. Below are updates provided by the developer, outline what recent activities and changes to the working agreement being drafted.

Note that the Senior Leadership Team, Legal Council and our bond counsel, are still fine-tuning various details. The following Scope of work update was provided by the developer.

Stasny Ranch—Brazoria MUD 76

- The developer desires to bring a quality Live /Work / Play development to the City of Angleton (see Land Plan attached).
- Currently, Brazoria County Municipal Utility District No. 76 (“MUD 76”) is created over approximately 304 acres (the “Property”) that is in the City’s extraterritorial jurisdiction (“ETJ”) and would be expanded to approximately 331 acres. An ETJ MUD would levy a MUD tax rate over the property and MUD residents would not pay City ad valorem tax and only pay a MUD tax rate. Additionally, the City would not capture any ad valorem value because the MUD is not located within the corporate boundaries of the City.
- The Developers for MUD 76 are proposing to partner this development with the City. Within 60 days of closing on the Property, the Developers would petition to annex the Property into the City limits. The City’s ad valorem tax rate (\$0.618760 per \$100 of assessed value for 2022) would apply to the residents, as would the MUD tax rate (estimated cap of \$0.88 per \$100 of assessed value). The City would capture the ad valorem value in this case.
- The Developer would construct public improvements (“Public Improvements”) to the design standards of the City, which would be conveyed to the City upon completion for ownership and operation. Public Improvements could include water and sewer plant expansion or new construction, HWY 288 feeder road construction, collector road construction, trunkline extensions, water and sewer lines, drainage, power upgrades, internal roads, and park facilities.
- The Developer is currently in negotiations with a potential large industrial user (the “Industrial User”). The Industrial User is considering acquiring an approximately 160-acre tract within the Property. The Industrial User has stated that it expects to employ 2,200 permanent employees on its campus. This would make the Industrial User the second largest private employer in Brazoria County (according to the County’s 2021 audit).

- In exchange for annexation into the City limits, the City would agree to rebate 75% of tax rate only over the Property back to MUD 76 using a Chapter 380 Agreement. Item 16.
- The 380 would then pledge such rebate to the debt service on bonds issued by MUD 76 to reimburse the Developer for Public Improvements.
- Of course, with the Property inside the City limits, we would follow City zoning ordinances and request a Planned Development to discuss any zoning variances this development would require.
- The Development would need assistance from the City on right-of-way for the portion of the collector road that runs through City property.
- The Development would meet the City's parkland dedication or payment in lieu of dedication requirements.
- A location for a City of Angleton Gateway Monument would be conveyed to the City.
- The City would not only get the benefit of 25% of this development's value and tax base until the debts were retired, but the City would also capture all of the Sales and Use tax generated on MUD 76 and water and sewer revenue. Logically, the City would not receive any ad valorem benefit if the MUD remained in the ETJ and developed in the City's ETJ.
- Finally, through consent and a Development Agreement, the City can determine when to dissolve the MUD and obtain 100% of the tax base once the debt is retired.
- We understand that our short time frame is not the City's issue. To complete the purchase of the Property and ensure this development has a chance for securing the Industrial User, we need City commitment on 6 major points. We understand the City Staff and our consultants can then complete the paperwork in early 2023. The development is seeking some level of concurrence from the city on the following deal points in a Development Agreement:
 1. Consent to the in-city MUD concept
 2. Approve the attached Master Land Plan with industrial, single-family, multi-family and commercial use subject to a Planned Development Agreement
 3. Commit to a 75% rebate of the City tax rate to the MUD in a 380 Structure to reimburse the Developer for Public Improvements
 4. A zoning variance to allow 50-foot lots for single family homes
 5. Approval of at least 300 multi-family units
 6. Grant or assist in obtaining right-of-way if needed for collector to connect to Anchor Rd.

Senior Leadership is currently reviewing the revised development agreement with Legal Counsel and our Bond Counsel. Parkland Dedication details will be needed in order to determine compliance with the code of ordinances as it relate to active public park land and use, as well as other land development issues that relate to land use compatibility, design standards, etc.

2. Austin Colony Development modifications requested by the developer

Mr. Sandy Rhea attended the D.A.W.G. meeting on October 12, 2022 and presented a development plan and noted changes he is interested in making:

Change 1: Modify Austin Colony Boulevard which is a no-loaded road with no houses facing it the approved Land Plan. Mr. Rhea would like to convert the Austin Colony Blvd. roadway into an

internal subdivision street which enter off County Rd. 44.

Item 16.

(Entrances would be off of Cty. Road 44 into Section 1, and Section 3, with a through street off of Tigner St., which is a 4-lane divided with a median road to eventually extend to Cty. Rd. 44.

Mr. Rhea noted that there is too much traffic planned to go through the subdivision. Section 1 A will have Austin Colony as a cul-de-sac street, with 50 ft. lots.; Section 1B will be 50, 40 ft. lots. (Section 1 A & 1 B will replace Section 1, which originally had 100, 50-ft. lots). Section 1A will be built first. Once he builds Section 2a, there will be 2 exits (2 entrances will be required over 30 lots; developer may requests a variance to allow 50 lots.). (Note that some detail may be within the DA to phase in the 50 ft. lot areas or areas exceeding the 30 ft. max, until the main thoroughfare is completed).

Mr. Rhea noted that Section 1a, and 1b will be built first. Sections 2a & 2b are 55 ft. lots. Then Section 3 will be built; they would then extend Tigner Street to the north entrance of Section 3.

There are 540 lots in the original. It may increase according to Mr. Rhea (without increasing the 50's and 55-ft lots. They will be 60's).

(Note the Park Fee In Lieu fees were originally calculated based on 540 lots).

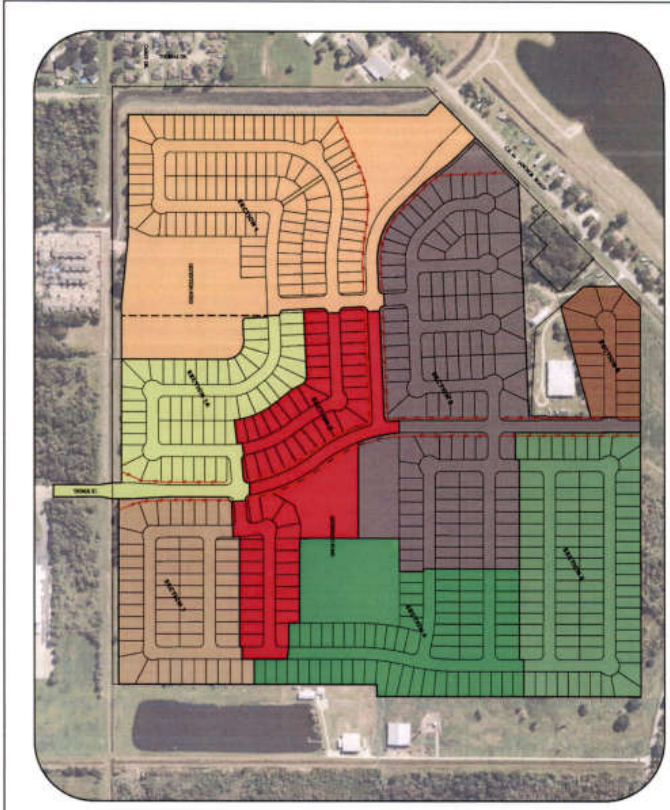
Developer is asking for an amendment (D.A.) to the sequence by which things will be built (Phasing map will change).

Legal Counsel requested that the developer send in writing the details, in order to determine whether or not the obligation would play into the need for Council approval, whether or not an amendment to the DA (a binding contract) is needed (which would also require Council approval). We will then review it with the bond counsel to determine what needs to be updated.

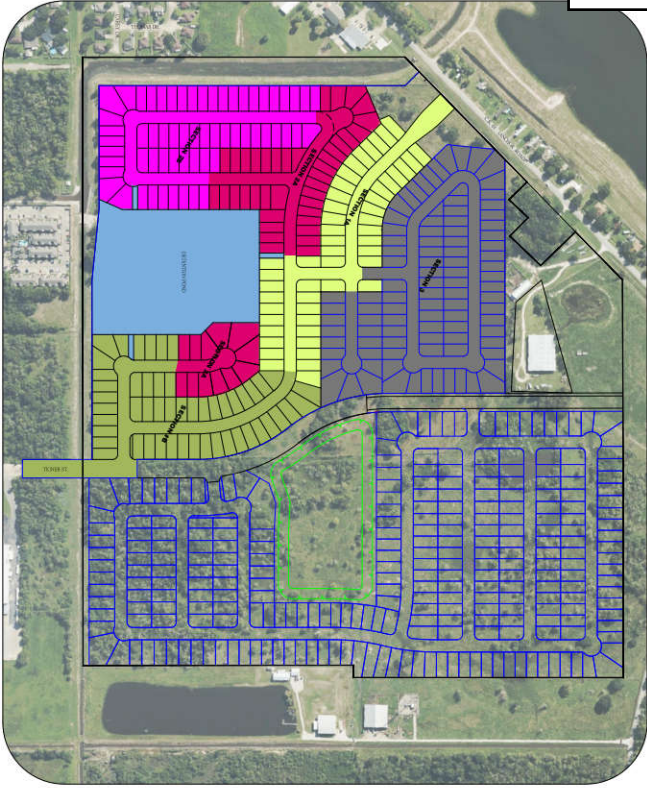
Mr. Sandy Rhea reiterated that he is asking to amend that portion of the development agreement that deals with Austin Colony. We do not want to redo the PID.

Mr. Sandy Rhea stated that the builders are requesting to get rid of Austin Colony Boulevard.

Legal reiterated that the 'Boulevard' was a major component or condition of the Council that induced them to agree upon the Development Agreement.



Land Plan approved with the PD Ordinance



Land Plan approved submitted at DAWG 10/12

SECTIONS AND LOT SUMMARY CHART				
Section	Lot Width 50 Feet	Lot Width 55 Feet	Lot Width 60 Feet	Section Lot Total
1	100 Lots			100 Lots
1A		53 Lots		53 Lots
2		34 Lots	21 Lots	55 Lots
3		12 Lots	99 Lots	111 Lots
4		65 Lots	Lots	65 Lots
5		55 Lots	30 Lots	85 Lots
6			16 Lots	16 Lots
7			55 Lots	
Lot Size Total	100 Lots	219 Lots	221 Lots	540 Lots
Size %	18.5%	40.5%	41%	100%

Lot Summary Chart approved with the PD Ordinance, 2/2022

Key Points:

Austin Colony subject to a Development Agreement, A Planned Development Zoning District (ORD_20220222-016_2_22_2022), a Public Improvement District (PID), approved subdivision plats, and Land Development Code requirements such as Parkland Dedication requirements based on the original lot count, Community Fencing along the Boulevards, road circulation and emergency access requirements etc.

3. Ashland Development/Ashton Gray

ASHLAND DEVELOPMENT AMENITIES:

- Master Plan Community
- 1,879 Traditional Residential Lots
- 188 Specialty Residential Lots
- 8.2 Acres Commercial
- 15.1 Ac Elementary School
- 2.7 Ac. Day Care
- 5.1 Director Lots
- 243.1 Ac. Parks, Recreation, Opens Space
- 32.7 Ac. Utilities/Easements
- 58.7 Ac. Thoroughfare/Streets
- Project Total: 879.9 Ac.
-

Ashland Development: Ashton Gray

Development – Phase I (169.7 acres) of 900-acre Angleton Tract.

Major changes to the DA agreement since the last Council presentation include:

- We have provided a detailed park plan instead of the one-pager previously provided, and updated the language in the DA to reflect our discussions from the DAWG meeting.
- Language regarding fire station site, sign location, etc.
- Language prohibiting us from developing the land along SH288 for 3 years as we try to work out the frontage road agreement with TxDOT.
- More specific language on building materials and obligation to develop master building material schedule for commercial prior to development
- Prohibition on rental communities
- We have asked for 4 modifications to the Development Code. We have tried to keep those to high level items that do not negatively impact the City but do make land planning easier on our end.

Proposed Modifications/Variences for Ashland Development are listed below:

The City Council shall approve subdivisions that have more than 30 lots, but fewer than 150 lots , with a single entrance to a paved public street provided that such a connection to an existing paved public street is designed as a boulevard with a width sufficient on each driving lane for fire truck access, with an unbroken median length of 100 feet, unless left turn lanes and median breaks, designed to ACM standards, are installed at any crossing streets. Connectivity to future development shall qualify as a second point of access.
Blocks shall generally not exceed a length of 1,400 feet except where property is adjacent to arterial streets, railways, waterways, drainage channels, detention ponds, parks, nature preserves, wetlands, pipelines, incompatible uses, or along overall development boundary.
Ashland Land Development Code & Zoning Variences
Turnarounds are required for partial streets or half streets only if they exceed 150 feet in length.
A site plan shall be required for any SFA development, or for any other type of development in the SFA district that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).

Senior Leadership is currently reviewing the revised development agreement for Ashland Development with Legal Counsel and our Bond Counsel. Parkland Dedication details will be needed in order to determine compliance with the code of ordinances as it relate to active public park land and use, as well as other land development issues that relate to land use compatibility, design standards, etc.

(Land Plans are attached)

RECOMMENDATION:

Staff recommends that the City Council hold discussions and receive updates.



0 75' 150' 300'
SCALE: 1" = 150'

LOT SUMMARY

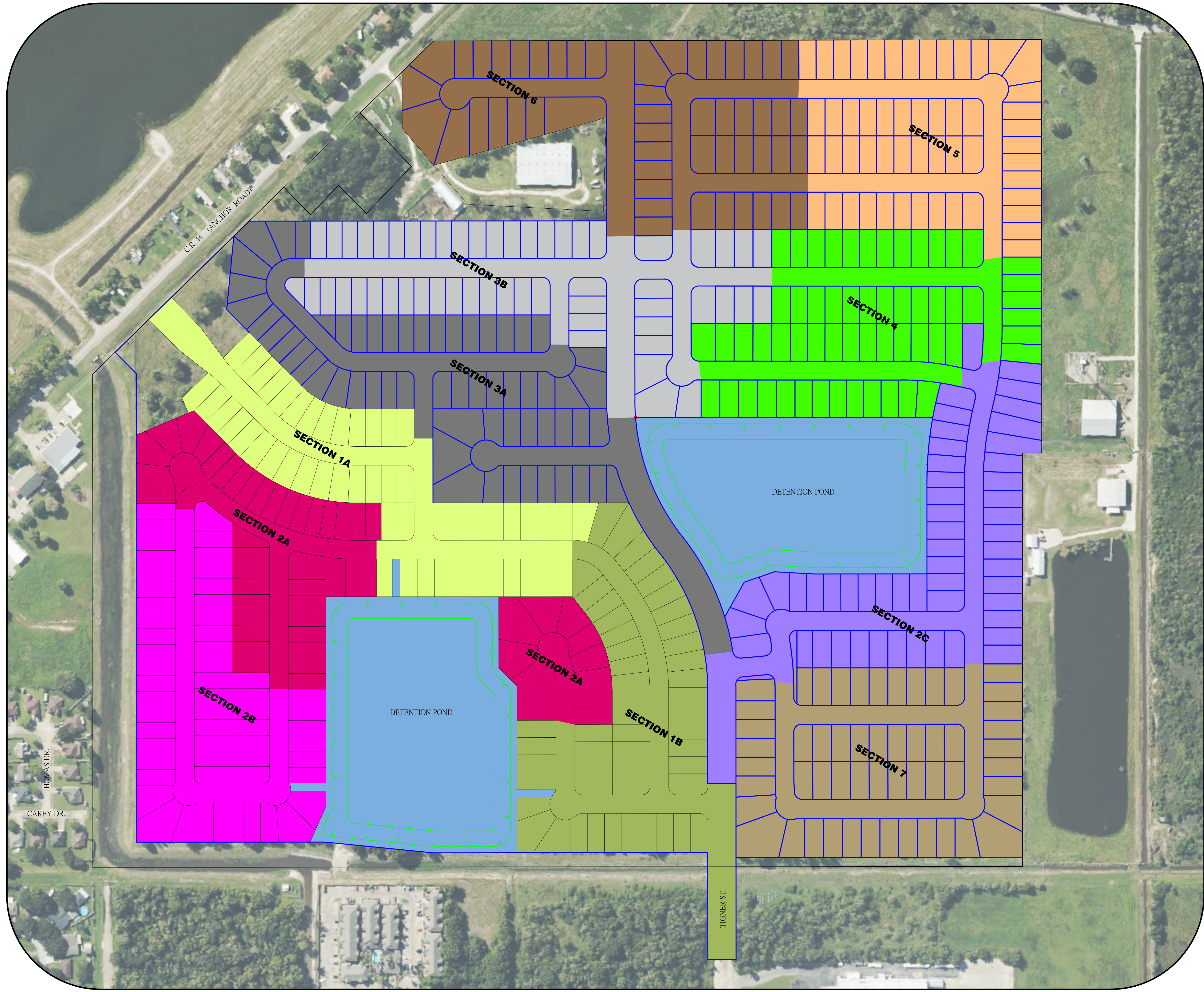
- SECTION 1A
50 LOTS
50 - 50' LOTS
- SECTION 1B
50 LOTS
50 - 50' LOTS
- SECTION 2A
50 LOTS
50 - 55' LOTS
- SECTION 2B
58 LOTS
58 - 55' LOTS
- SECTION 2C
52 LOTS
- SECTION 3A
57 LOTS
- SECTION 3B
53 LOTS
- SECTION 4
58 LOTS
- SECTION 5
53 LOTS
- SECTION 6
50 LOTS
- SECTION 7
COMMERCIAL
RESERVE
OR 54 LOTS

TOTAL LOTS (1A-2B)	TOTAL LOTS (2C-7)
210	377
100 - 50' LOTS	109 - 55' LOTS
110 - 55' LOTS	268 - 60' LOTS

Austin Colony Subdivision

164.50 ACRES OF LAND

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
REG. NO. F-825, TBPLS NO. 10052500
DATE: 10/11/22
FILE NAME 14257 OVERALL EXHIBIT 4.DWG



ORDINANCE NO. 20220222-016

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS AMENDING ORDINANCE NO. 20210810-008 EXHIBITS “B” AND “C” REZONING 164.50 ACRES TO CHAPTER 28 ZONING, ARTICLE III DISTRICTS, SEC. 28-62 PD PLANNED DEVELOPMENT OVERLAY DISTRICT THREE (3) OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR REPEAL AND EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 211 of the Texas Local Government Code to promulgate rules and regulations governing the regulation of land use, structures, businesses, and related activities; and

WHEREAS, the City Council further finds that the rules and regulations governing land use, structures, and related activities within the territorial limits of the City promote the safe, orderly, and healthful development of the City; and

WHEREAS, Tejas-Angleton, L.L.C. is the owner of, or is under contract to purchase, an approximately 164.5-acre tract (the “Property”) located in the corporate limits of the City of Angleton, Texas more particularly depicted in Exhibit “A”; and

WHEREAS, Tejas-Angleton, L.L.C. previously intended to develop the Property in five (5) Phases or Sections as shown in Exhibit “B” Property Phases/Sections to Ordinance No. 20210810-008; and

WHEREAS, Tejas-Angleton, L.L.C. now intends to develop the Property in eight (8) Phases or Sections as shown in Exhibit “B-1” Property Phases/Sections; and

WHEREAS, On February 3, 2022, the Angleton Planning & Zoning Commission conducted a public hearing regarding a request by property owners and Tejas-Angleton Development, L.L.C. to amend Ordinance No. 20210810-008 Exhibit “B” Property Phases/Sections and Exhibit “C” Development Standards and District Standards following lawful publication of the notice of said public hearing; and

WHEREAS, on February 3, 2022 after considering the public testimony received at such hearing, if any, the Planning and Zoning Commission has recommended that the request by property owners and Tejas-Angleton Development, L.L.C. to amend Ordinance No 20210810-008 Exhibit “B” Property Phases/Sections and Exhibit “C” Development Standards and District Standards be approved; and:

WHEREAS, on February 22, 2022, the City Council of the City of Angleton, Texas conducted a public hearing regarding a request by property owners and Tejas-Angleton Development, L.L.C. to amend Ordinance No 20210810-008 Exhibits “B” and “C” pursuant to Chapter 28, Zoning,

Article III Zoning Districts, Sec. 28-62 PD Planned Development Overlay District Three (3) of the Angleton Code of Ordinances be approved; and

WHEREAS, on February 22, 2022, the City Council of the City of Angleton, Texas conducted a public hearing and considered the Planning & Zoning Commission recommendation and decided to approve the amendment of Ordinance No 20210810-008 Exhibit "B" Property Phases/Sections and Exhibit "C" Development Standards and District Regulations pursuant to Chapter 28 Zoning, Article III Zoning Districts, Sec. 28-62 Planned Development Overlay District Three (3) of the Angleton Code of Ordinances be approved; and

WHEREAS, each and every applicable requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code, and the Code of Ordinances, City of Angleton, Texas, concerning public notices, hearings, and other procedural matters has been fully complied with; and

WHEREAS, the City Council desires the amendment of Ordinance No 20210810-008 Exhibits "B" and "C" pursuant to Chapter 28 Zoning, Article III Zoning Districts, Sec. 28-62 PD Planned Development Overlay District Three (3) of the Angleton Code of Ordinances be approved; and

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

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

SECTION 2. The request by property owners and Tejas-Angleton Development, L.L.C. to amend Ordinance No 20210810-008 Exhibit "B" Property Phases/Sections and Exhibit "C" Development Standards and District Regulations for the Austin Colony Planned Development Overlay District pursuant to Chapter 28 Zoning, Article III Zoning Districts, Sec. 28-62 PD Planned Development Overlay District Three (3) of the Angleton Code of Ordinances be approved; and are subject to the amended district regulations and development standards and graphic and pictorial representations as shown and as attached to this Ordinance and made a part hereof.

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

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

SECTION 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or

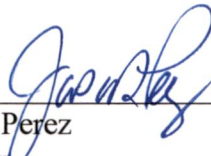
held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 6. This Ordinance shall be effective and in full force immediately upon its adoption.

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

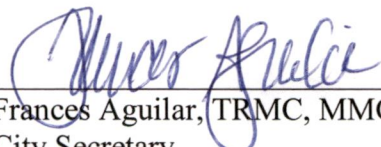
PASSED AND APPROVED THIS THE 22ND DAY OF FEBRUARY 2022.

CITY OF ANGLETON, TEXAS



Jason Perez
Mayor

ATTEST:



Frances Aguilar, TRMC, MMC
City Secretary



Exhibit A
The Property
 pg.2



County: Brazoria
 Project: 150 Acres Anchor Rd
 Job No.: 14257

FIELD NOTES FOR 164.50 ACRE

Being a tract of land containing 164.50 acres (7,165,737 square feet), located within J. De J Valderas Survey, Abstract Number (No.) 380, in Brazoria County, Texas; Said 164.50 acre tract being all of Lots 74, 80, 81, 82 and 83 and a portion of Lots 73, 75, 76, 77 and 84 of the New York and Texas Land Company Subdivision recorded under Volume (Vol.) 26, Page 140 of the Brazoria County Deed Records (B.C.D.R.), being a 166.97 acre tract save and except a 2.472 acre tract recorded in the name of Thomas H. Journey and Elizabeth Journey under Brazoria County Clerk's File (B.C.C.F.) No. 2014047617; Said 164.50 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

Overall 166.97 acre tract:

BEGINNING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.), for the southwest corner of the herein described tract;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 853.57 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the south corner of a called 1.50 acre tract recorded in the name of Williams M. Tigner, II under B.C.C.F. No. 2019055977, for an angle point of the herein described tract;

THENCE, with the easterly lines of said 1.50 acre tract the following four (4) courses:

1. North 43 degrees 09 minutes 58 seconds East, at a distance of 1.35 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 122.66 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
2. North 49 degrees 37 minutes 04 seconds West, a distance of 128.89 feet to a 1/2-inch iron rod with cap found for an angle point;
3. North 42 degrees 06 minutes 44 seconds East, a distance of 126.66 feet to a 1/2-inch iron rod with cap found for an interior corner of the herein described tract;
4. North 49 degrees 03 minutes 29 seconds West, a distance of 208.32 feet to a 1/2-inch iron rod with cap found at the north corner of said 1.50 acre tract, for an interior corner of the herein described tract;

300 E Cedar St, Angleton, Texas 77515 • Phone: (979) 849-6681
 Texas Firm Registration No. 10052500

Exhibit A
The Property
pg.3



THENCE, with the northwest line of said 1.50 acre tract, South 43 degrees 14 minutes 22 seconds West, at a distance of 235.10 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 237.02 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the northeast R.O.W. line of said Anchor Road, at the west corner of said 1.50 acre tract, for an angle point;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 329.32 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the east line of an undeveloped road (sixty feet wide per Vol. 26, Page 140 B.C.D.R.) on the west line of said Lot 76, for the southwest corner of the herein described tract;

THENCE, with the east line of said undeveloped road and the west lines of said Lots 76, 75, 74 and 73, North 02 degrees 57 minutes 24 seconds West, a distance of 1,941.54 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 1999047350, for the northwest corner of the herein described tract;

THENCE, with the south line of said 10 acre tract, North 87 degrees 11 minutes 18 seconds East, a distance of 1,320.08 feet to a 5/8-inch iron rod found at southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2006070636, at the southeast corner of said 10 acre tract recorded in B.C.C.F. No. 1999047350, for the northwest corner of a 60' X 1,320' strip recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2003054771, for an angle point;

THENCE, with the west line of said a 60' X 1,320' strip, South 02 degrees 52 minutes 02 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of said a 60' X 1,320' strip, for an interior corner of the herein described tract;

THENCE, with the south line of said a 60' X 1,320' strip, North 87 degrees 07 minutes 58 seconds East, a distance of 1,321.11 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the west line of Karankawa Road (undeveloped sixty feet wide per Vol. 26, page 140 B.C.D.R.), at the southeast corner of said a 60' X 1,320' strip, for the northeast corner of the herein described tract;

THENCE, with the west R.O.W. line of said Karankawa Road, being the east line of Lots 84, 83, 82, 81 and 80, South 02 degrees 52 minutes 54 seconds East, a distance of 2,970.25 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northeast corner of a twenty-foot drainage easement dedicated by the Second Replat of Angleton Meadows Subdivision recorded under Vol. 17, Page 263 of the B.C.P.R., for the southeast corner of said Lot 80 and the herein described tract;

THENCE, with the north line of said Angleton Meadows Subdivision and Angleton Meadows Business Park, and the south lines of said Lots 80 and 77, South 87 degrees 09 minutes 29 seconds West, a distance of 1,575.33 feet to the **POINT OF BEGINNING** and containing 166.97 acres of land.

300 E Cedar St, Angleton, Texas 77515 • Phone: (979) 849-6681
Texas Firm Registration No. 10052500

Exhibit A
The Property
pg.4



SAVE AND EXCEPT 2.47 ACRES:

COMMENCING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.);

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 1,245.66 feet to an angle point;

THENCE, through and across said Lot 76 the following five (5) courses:

1. North 42 degrees 49 minutes 04 seconds East, a distance of 284.35 feet to a 5/8-inch iron rod found for the south corner and **POINT OF BEGINNING** of the herein described tract;
2. North 18 degrees 16 minutes 53 seconds West, a distance of 571.37 feet to a 5/8-inch iron rod found at the northwest corner of the herein described tract;
3. North 88 degrees 50 minutes 27 seconds East, a distance of 299.56 feet to a 5/8-inch iron rod found at the northeast corner of the herein described tract;
4. South 00 degrees 07 minutes 27 seconds West, a distance of 434.88 feet to a 5/8-inch iron rod found at the southeast corner of the herein described tract;
5. South 46 degrees 22 minutes 47 seconds West, a distance of 164.83 feet to the **POINT OF BEGINNING** and containing 2.47 acres of land.

OVERALL: 166.97 ACRES

SAVE AND EXCEPT: 2.47 ACRES

TOTAL: 164.50 ACRES

A land title survey of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description.

Devin Royal 12-22-20
Devin R. Royal
Registered Professional Land Surveyor
Texas Registration No. 6667



300 E Cedar St, Angleton, Texas 77515 • Phone: (979) 849-6681
Texas Firm Registration No. 10052500

Exhibit C
Development Standards and District Regulations

All regulations of the Code of Ordinances of the City of Angleton shall apply in this Planned Development PD Three (3) unless otherwise modified in this Exhibit or the PD Planned Development Overlay District Three (3) Ordinance.

REGULATIONS for Phases 1, 1A, 2, 3, 4, 5 and 6 as identified in Exhibit “B”:

1. **Base District.** The provisions of Section 28-47 SF-5 Single Family Residential 5 District of the City of Angleton Code of Ordinances, as adopted upon the effective date of this ordinance shall apply to Phases 1, 1A, 2, 3, 4, 5 and 6 except as otherwise modified herein.
2. **Uses.** Those uses described for the SF-5 district in Section 28-81 Use Regulations (Charts) shall be permitted for Phases 1, 1A, 2, 3, 4, 5 and 6.
3. **Lot Dimensions and Development.** The lots shall be the size depicted in Exhibit “B” and shall be approximately 120 feet in length, with the front width of each lot as set forth in this Sections and Lot Summary Chart.

SECTIONS AND LOT SUMMARY CHART				
Section	Lot Width 50 Feet	Lot Width 55 Feet	Lot Width 60 Feet	Section Lot Total
1	100 Lots			100 Lots
1A		53 Lots		53 Lots
2		34 Lots	21 Lots	55 Lots
3		12 Lots	99 Lots	111 Lots
4		65 Lots	Lots	65 Lots
5		55 Lots	30 Lots	85 Lots
6			16 Lots	16 Lots
7			55 Lots	
Lot Size Total	100 Lots	219 Lots	221 Lots	540 Lots
Size %	18.5%	40.5%	41%	100%

4. **Entry Monument.** An Entry Monument shall be placed at the corner of Austin Colony Boulevard and County Road 44, which is the entry to the Project off County Road 44. The Entry Monument shall be either brick or stone with landscaping, planted grass, shrubs, irrigation system and lighting.
5. **Fencing.** Developer agrees to install perimeter fencing as depicted in **Exhibit "D"** attached hereto. Developer agrees to install premium, stained, crowned fencing along the property lines of all lots along Austin Colony Boulevard and Tigner Street. All perimeter fencing shall be maintained by the Homeowners’ Association. Perimeter fencing shall not be installed within any street intersection sight triangles. All fencing for each proposed

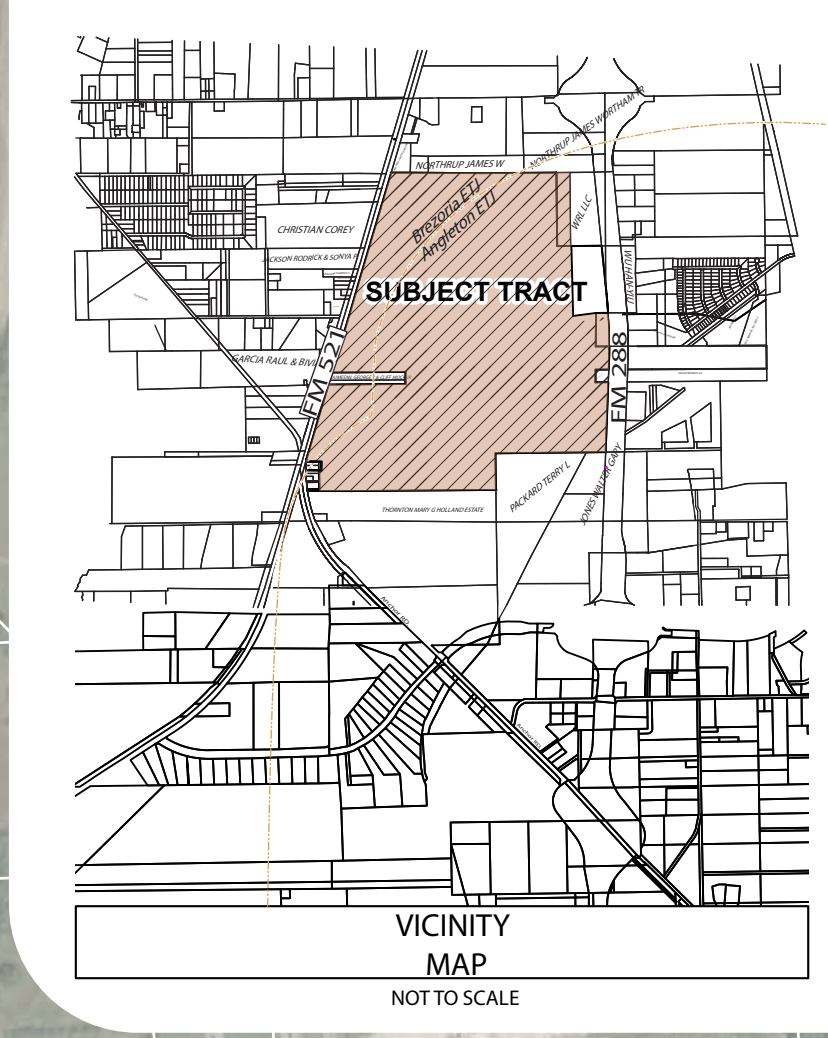
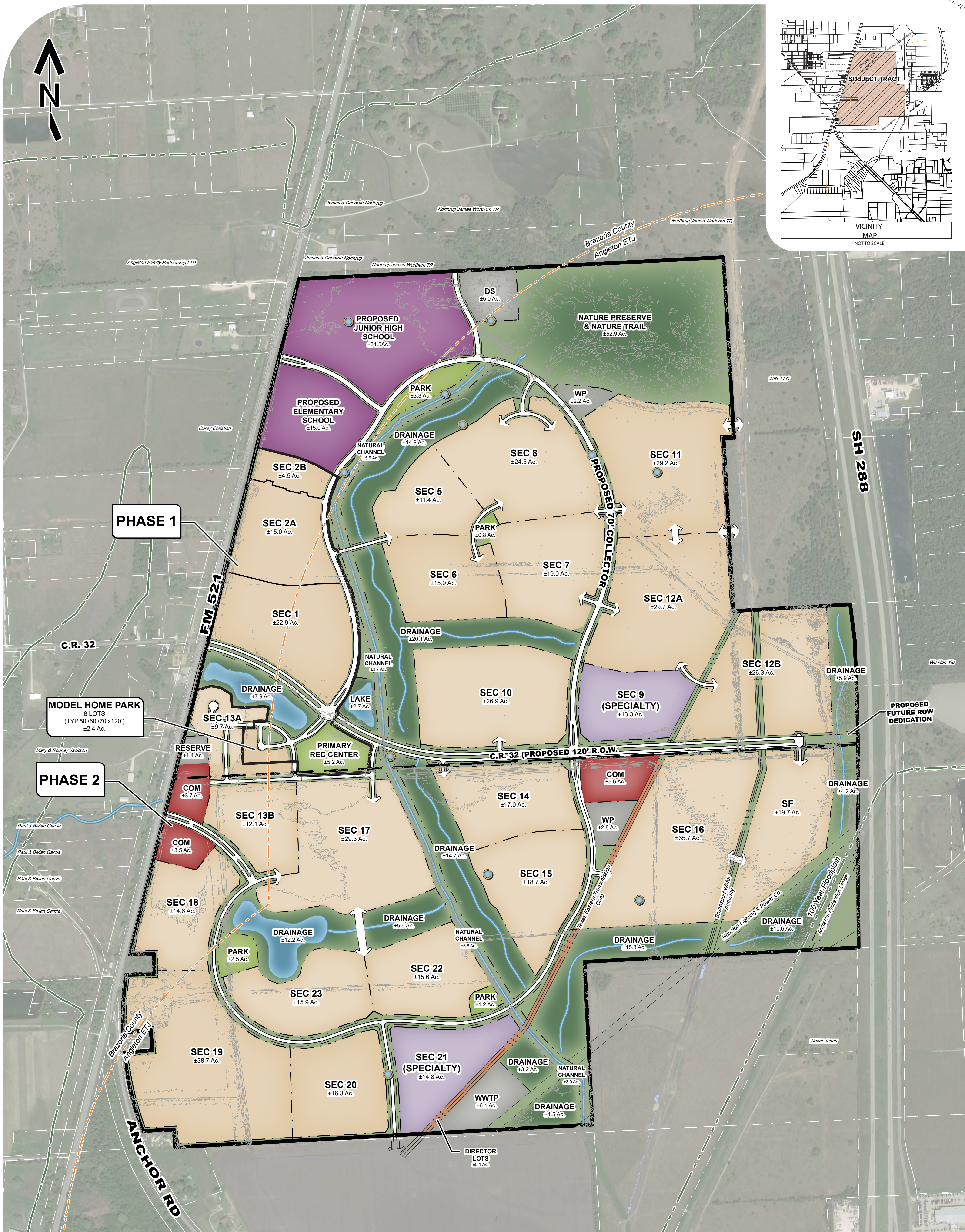
development phase shall be installed prior to the occupancy of any residence in that phase. All wood fencing will have a top cap.

REGULATIONS for Phase 5 as identified by Exhibit “B”:

1. **Base District.** The provisions of Section 28-58 C-O/R Commercial-Office/Retail District. of the City of Angleton Code of Ordinances, as adopted upon the effective date of this ordinance shall apply to Phase 7 of the Property subject to the provisions of this Exhibit and the PD Planned Development Overlay District Three (3) Ordinance.
2. In the event the then current owner of the property depicted as Phase 7 of Exhibit “B” hereof has not applied for a building permit for an office or retail use permitted by Section 28-81 of the City of Angleton Code of Ordinances (C-O/R – Commercial office-Retail District) within six (6) years of the issuance of the first building permit in the project, the then current owner shall be automatically, and with no additional legislative action, be permitted to take all necessary steps to construct single family residential product consistent with the requirements of Section 28-47 SF-5 Single Family Residential District and Exhibit “B.”.

Exhibit "D" Perimeter Fencing Plan





LAND USE ANALYSIS

TRADITIONAL RESIDENTIAL		±451.3 Ac.
SF	TYP. 50'x120'	±983 LOTS 54% ±219.4 Ac.
SF	TYP. 60'x120'	±698 LOTS 39% ±196.0 Ac.
SF	TYP. 70'x120'	±114 LOTS 7% ±35.9 Ac.
TOTAL		±1,795 LOTS
SPECIALITY RESIDENTIAL		±28.1 Ac.
SP	R1 - SPECIALTY - TYP. VARIES	±165 LOTS ±28.1 Ac.
TOTALS		1,960 LOTS ±479.4 Ac.
NON-RESIDENTIAL		±66.1 Ac.
COM	COMMERCIAL	±14.5 Ac.
ES	ELEMENTARY SCHOOL	±46.5 Ac.
DL	DIRECTOR LOTS	±5.1 Ac.

PARKS / RECREATION / OPEN SPACE ±243.1 Ac.

PARK	REC. CENTER & PARKS	±13.0 Ac.
	DRAINAGE / DETENTION / CHANNEL	±143.1 Ac.
	LEVEE	±1.3 Ac.
	PRESERVATION AREA	±52.9 Ac.
	LANDSCAPE / OPEN SPACE	±32.8 Ac.

UTILITIES & EASEMENTS ±32.6 Ac.

	PIPELINE EASEMENTS	±11.2 Ac.
	POWER EASEMENTS	±5.3 Ac.
WP	WATER PLANT	±5.0 Ac.
WWTP	WASTEWATER TREATMENT PLANT	±6.1 Ac.
DS	DRILL SITE	±5.0 Ac.

CONSTRAINTS ±58.7 Ac.

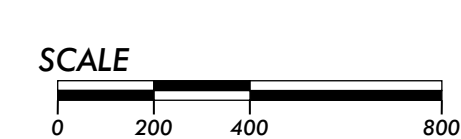
	MAJOR THOROUGHFARES	±15.7 Ac.
	COLLECTOR STREETS	±43.0 Ac.

PROJECT TOTAL ±879.9 Ac.

● = WELL SITE

EXHIBIT E

a concept plan for
ASHLAND
 ± 879.9 ACRES OF LAND
 prepared for
ASHTON GREY DEVELOPMENT
 24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422



META-78006
 OCTOBER 7, 2022

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



 105.63 ACRES OF PARK LAND

ASHLAND GREENBELT NORTH

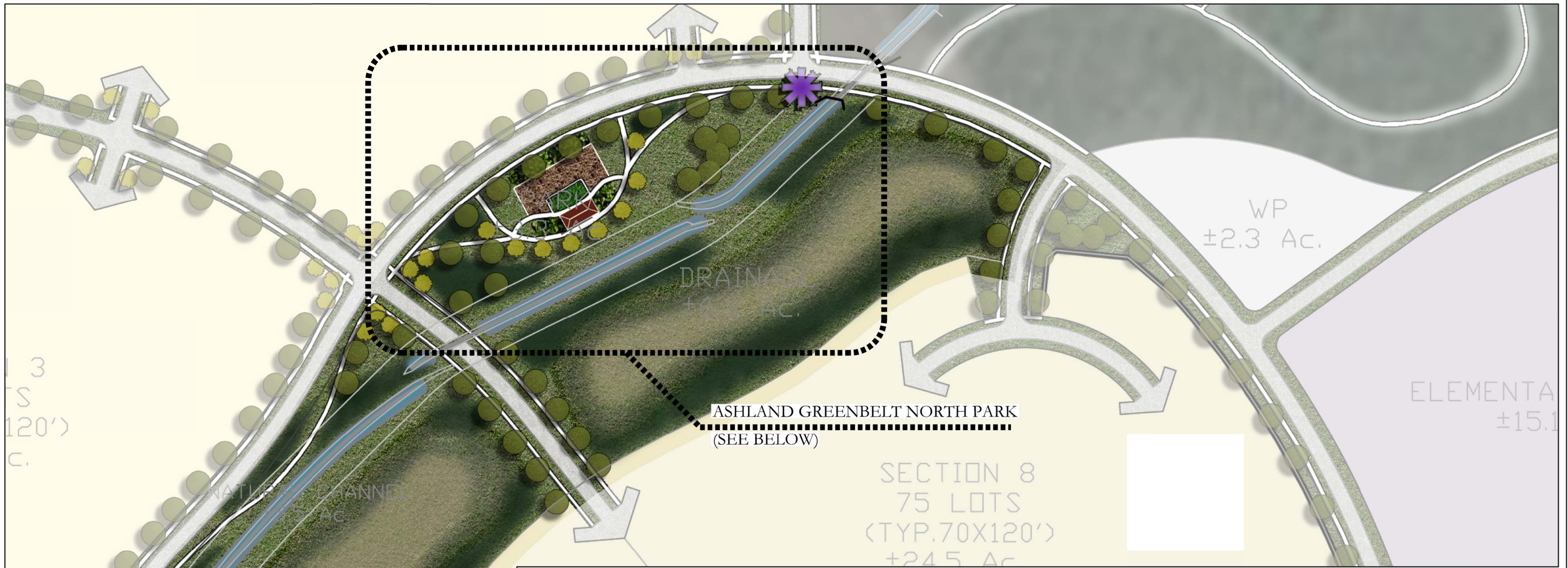
FEATURES

1. 51.44 ACRES CONNECTED PARK LAND
2. 6,208 LINEAR FEET (1.18 MILES) CONCRETE TRAIL SYSTEM
3. LIGHTED TRAIL SYSTEM
4. PARK (DESIGNED TO MEET CITY'S MINIMUM REQUIREMENTS)
5. (26) BENCH LOCATIONS (APPROXIMATELY 240 LINEAR FEET APART ALONG TRAIL)



GREENBELT NODE

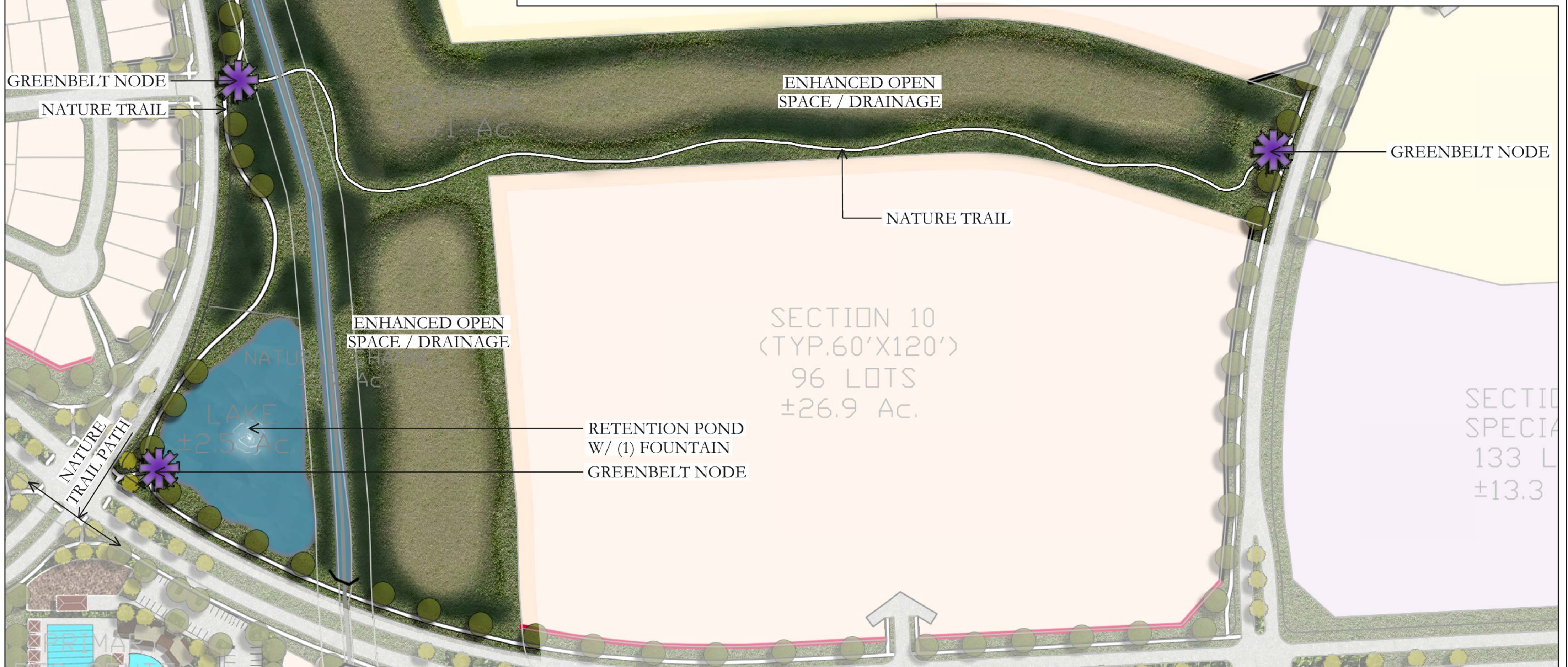
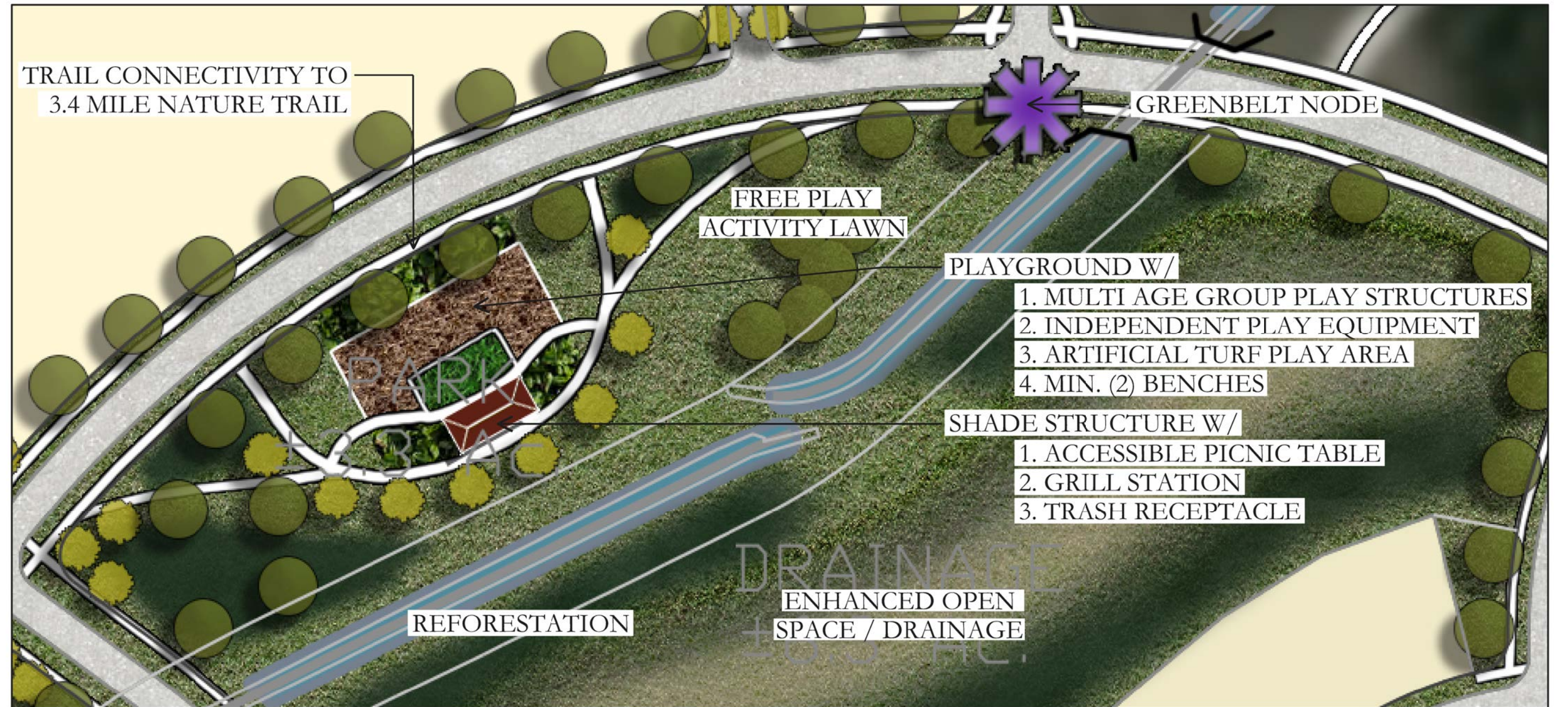
- MIN. 400 SQ. FT. PATIO SPACE
- SHADE STRUCTURE
- TRASH RECEPTACLE
- BENCH



ASHLAND GREENBELT NORTH PARK

FEATURES:

- | | |
|---|---|
| 1. ACCESSIBLE CONCRETE SIDEWALKS ALONG FRONTAGE & WITHIN PARK | 7. WATER FOUNTAIN |
| 2. PARK SIGNAGE MEETING SPECIFICATIONS OUTLINED IN CITY'S GATEWAY MASTER PLAN | 8. SHADE STRUCTURE W/
- ACCESSIBLE PICNIC TABLE
- GRILL STATION
- TRASH RECEPTACLE |
| 3. STANDARD SUBDIVISION UTILITIES | 9. PLAYGROUND W/
- (1) 5-12 PLAY STRUCTURE
- (1) INDEPENDENT PLAY EQUIPMENT
- MIN. (2) BENCHES |
| 4. WIRELESS NETWORK INFRASTRUCTURE | |
| 5. STREET TREES | |



ASHLAND GREENBELT CENTRAL

FEATURES

1. 13.20 ACRES CONNECTED PARK LAND
2. 3,600 LINEAR FEET (0.68 MILES) CONCRETE TRAIL SYSTEM
3. LIGHTED TRAIL SYSTEM
5. (7) BENCH LOCATIONS (APPROXIMATELY 500 LINEAR FEET APART ALONG TRAIL)



ASHLAND REC. CENTER

PUBLIC FEATURES:

1. ACCESSIBLE CONCRETE SIDEWALKS ALONG FRONTAGE & WITHIN PARK
2. PARK SIGNAGE MEETING SPECIFICATIONS OUTLINED IN CITY'S GATEWAY MASTER PLAN
3. STANDARD SUBDIVISION UTILITIES
4. WIRELESS NETWORK INFRASTRUCTURE
5. STREET TREES
6. PUBLIC RESTROOMS
7. WATER FOUNTAIN
8. SHADE STRUCTURE W/
 - ACCESSIBLE PICNIC TABLE
 - GRILL STATION
 - TRASH RECEPTACLE
9. PLAYGROUND W/
 - (1) 5-12 PLAY STRUCTURE
 - (1) INDEPENDENT PLAY EQUIPMENT
 - MIN. (2) BENCHES

ASHLAND REC. CENTER FEATURES:

1. PARKING LOT ACCESS
2. AMENITY CENTER W/ PUBLIC & PRIVATE RESTROOMS
3. JUNIOR OLYMPIC SWIMMING POOL
4. RESORT STYLE POOL W/ LAZY RIVER
5. GRAND STANDS
6. SHADE ELEMENTS
7. MASONRY WALL SCREENING
8. LANDSCAPING



* PUBLIC RESTROOMS AND LIGHTING NOT SHOWN GRAPHICALLY

ASHLAND GREENBELT SOUTH

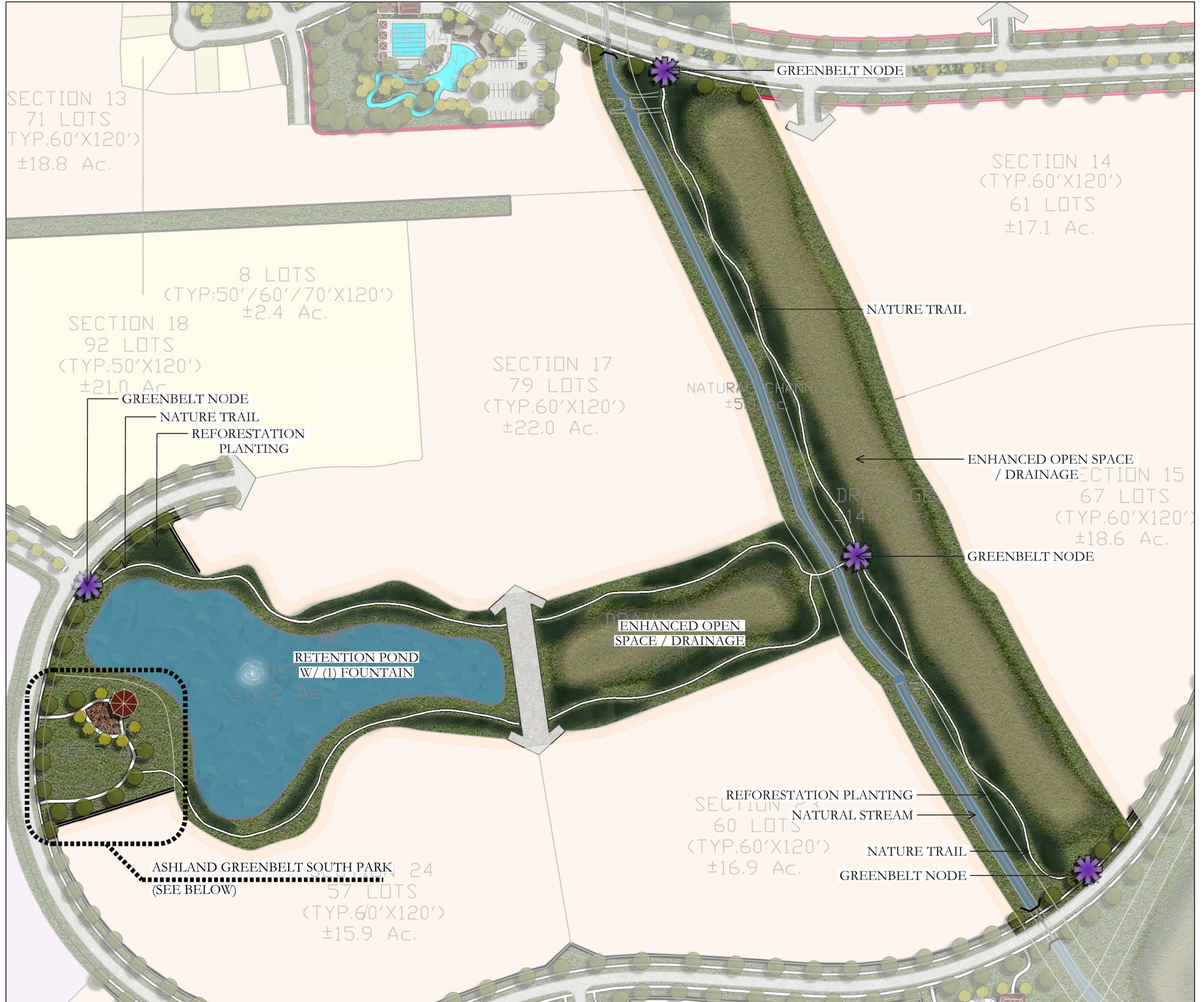
FEATURES

- 41.07 ACRES CONNECTED PARK LAND
- 7,797 LINEAR FEET (1.48 MILES) CONCRETE TRAIL SYSTEM
- LIGHTED TRAIL SYSTEM
- PARK (DESIGNED TO MEET CITY'S MINIMUM REQUIREMENTS)
- (21) BENCH LOCATIONS (APPROXIMATELY 370 LINEAR FEET APART ALONG TRAIL)



GREENBELT NODE

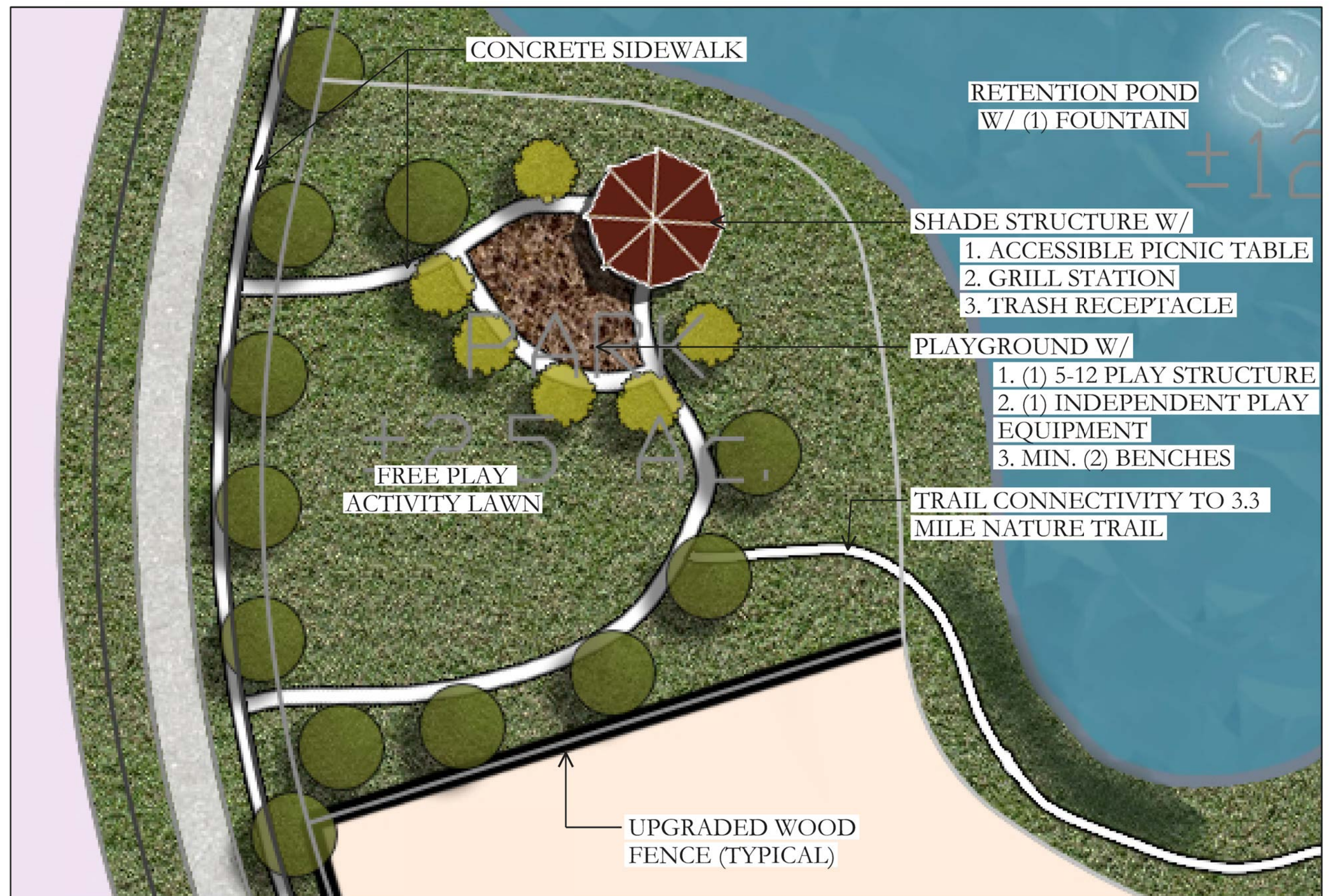
- MIN. 400 SQ. FT. PATIO SPACE
- SHADE STRUCTURE
- TRASH RECEPTACLE
- BENCH



ASHLAND GREENBELT SOUTH PARK

FEATURES:

- ACCESSIBLE CONCRETE SIDEWALKS ALONG FRONTAGE & WITHIN PARK
- PARK SIGNAGE MEETING SPECIFICATIONS OUTLINED IN CITY'S GATEWAY MASTER PLAN
- STANDARD SUBDIVISION UTILITIES
- WIRELESS NETWORK INFRASTRUCTURE
- STREET TREES
- WATER FOUNTAIN
- SHADE STRUCTURE W/
 - ACCESSIBLE PICNIC TABLE
 - GRILL STATION
 - TRASH RECEPTACLE
- PLAYGROUND W/
 - (1) 5-12 PLAY STRUCTURE
 - (1) INDEPENDENT PLAY EQUIPMENT
 - MIN. (2) BENCHES





..... 3.4 MILES OF NATURE TRAIL

City of Angleton/Ashland Development Agreement Deal Points

What the City Gets:

- Large scale master planned community
- A diverse mix of house product type at different sizes and price points (\$275k to over \$475k)
- Potential commercial development along SH288 providing sales tax revenue to the City
- Potential New elementary and middle school sites
- 100+ acres of nature preserve, parks and trails, and other amenities
- Control over external building materials which the City cannot otherwise regulate under existing law
- Expansion of City's ETJ
- Ability to annex community in the future without an election via SPA. (Projected value at full build out: \$800,000,000)

What the Developer Gets:

- Regulatory certainty regarding development standards for the life of the Project
- Faster consent to the creation of municipal utility districts to serve the development
- City's cooperation to assist in development of 288 Frontage Roads in the future to facilitate commercial development and sales tax revenue