



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, MARCH 14, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

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

#### PLEDGE OF ALLEGIANCE

#### INVOCATION

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

#### CONSENT AGENDA

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

1. Discussion and possible action on approving Resolution 20230314-001 declaring property salvage and authorizing the disposal of certain items of salvage property.
2. Discussion and possible action on approving the Professional Services Agreement with Freese and Nichols, Inc., for the Texas Water Development Board Water and Wastewater Program.

#### REGULAR AGENDA

3. Update, discussion and possible action on the Lead and Copper Rule Revisions (LCRR) - Lead Service Line Inventory by KSA Engineers.
4. Discussion and possible action on a request that Brazoria County place a traffic light at CR 44 (Anchor Rd.) and Enchanting Oaks Dr. (Heritage Oaks Subdivision/Lakeside Park

entrance). The subject intersection is approximately 1440 ft. east of the SH288 northbound exit ramp on Anchor Road (CR 44).

5. Discussion and possible action on a request for approval of a variance of the sidewalk requirement of Chapter 23, Section 23-14.A. Sidewalks, for Titan Snow Crush Food Truck Park located on SH35, South of Hospital Drive.
6. Discussion, and possible action on a Development Agreement (D.A.) for Ashland Development located north of Anchor Rd., East of FM521, and west of SH 288, ANGLETON, TEXAS, between the City of Angleton and ANCHOR HOLDINGS MP, LLC and WILDROCK HOLDINGS, LLC for approximately 879.9 acres of land located in the City's extraterritorial jurisdiction ("ETJ").
7. Discussion and possible action on the preliminary plat of the Ashland Project Street Dedication #3.
8. Discussion and possible action regarding an update on the repairs of two substandard homes located at 320 W. Peach St. and 1124 N. Arcola St.
9. Presentation, discussion and possible action on the year-to-date financial report including an update on the revenue generated by the Water and Sewer rate increase.
10. Discussion and possible action on Ordinance No. 20230314-010 amending the fiscal year 2022-2023 budget to include the general fund, the water fund, and miscellaneous minor funds; declaring a public necessity; providing a severability clause; providing an open meetings clause and an effective date.
11. Discussion and possible action on the naming of the Wastewater Treatment Plant, Wastewater Treatment Plant Lab, and the new Municipal Operations Center.

## ADJOURNMENT

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

## CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times

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

/S/ Michelle Perez  
Michelle Perez, TRMC  
City Secretary

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



# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** March 14th, 2023

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Salvage Property

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:**

**FUNDS REQUESTED:**

**FUND:**

**EXECUTIVE SUMMARY:** There are many old pieces of equipment that have no use to the City of Angleton. These items need to be disposed of by sale.

**RECOMMENDATION:** Council approve that these items are salvage so they can be disposed of and sold off.

**RESOLUTION NO. 20230314-001**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, DECLARING PROPERTY SALVAGE AND AUTHORIZING THE DISPOSAL OF CERTAIN ITEMS OF SALVAGE PROPERTY, PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, furnishings may be considered "Salvage property" means personal property that through use, time, or accident is so damaged, used, or consumed that it has no value for the purpose for which it was originally intended. Tex. Gov. Code 2175.001(3); and

**WHEREAS**, the City of Angleton City Council in accordance with the Texas Government Code and the Angleton Code of Ordinances, Chapter 2 Administration, Sec. 2-4. Donating city surplus property definitions of surplus and salvage property, declares the property, attached to this Ordinance as Exhibit “A” salvage because the personal property has no value for the purpose for which it was originally intended.

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

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

**SECTION 2.** The property attached to this Ordinance as Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, “H”, “I”, “J”, “K”, “L”, and “M” are declared salvage.

**SECTION 3.** Staff is authorized to dispose of salvage property in any way it can, including sell it as scrap metal, as the property has been determined as scrap and is damaged, used, or consumed to that it has no value for the purpose for which it was originally intended.

**SECTION 4.** That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

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

SIGNATURE PAGE FOLLOWS

**PASSED AND APPROVED THIS THE 14TH DAY OF MARCH 2023.**

CITY OF ANGLETON, TEXAS

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Jason Perez  
Mayor

ATTEST:

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Michelle Perez, TRMC  
City Secretary

**EXHIBIT A**

**2014 Elgin Recirculating Air Sweeper**

**EXHIBIT B**

**2006 Case Backhoe – N6C401904**

**EXHIBIT C**

**2004 TRLR Ramp Trailer**

**EXHIBIT D**

**2014 Freightliner Sweeper**

**EXHIBIT E**

**Decommissioned Asphalt Roller**

**EXHIBIT F**

**Decommissioned Gradall**

**EXHIBIT G**

**Steel Storage Tank**

**EXHIBIT H**

**Decommissioned Jet Trailer Unit**

**EXHIBIT I**

**Decommissioned Jet Trailer Unit**

**EXHIBIT J**

**Decommissioned Light Tower**

**EXHIBIT K**

**Decommissioned Light Tower**

**EXHIBIT L**

**Military Trailer**

**EXHIBIT M**

**16' Trailer**





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 3/14/2023

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Discussion and possible action on approving the Professional Services Agreement with Freese and Nichols, Inc., for the Texas Water Development Board Water and Wastewater Program.

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:**

**FUNDS REQUESTED:**

**FUND:**

**EXECUTIVE SUMMARY:**

Request for Qualifications (RFQ) Seeking Professional Engineering Services and Administration Services for an application to the Texas Water Development Board (TWDB) for proposed water related infrastructure and water quality improvement projects was awarded to Freese and Nichols at the 10/11/22 Council meeting.

A special workshop meeting was held on February 13, 2023, with Freese and Nichols to discuss the water and wastewater infrastructure and to receive Council's input.

The attached Professional Service Agreement with Freese and Nichols has been reviewed and approved by the City Attorney.

**RECOMMENDATION:**

Staff and City Attorney recommends the approval of the Professional Service Agreement with Freese and Nichols.

## PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS           §

COUNTY OF BRAZORIA §

This Agreement is entered into by City of Angleton, Texas (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Water and Wastewater Program.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement on a time and materials basis in accordance with Attachment CO – Compensation which is attached and made a part of this Agreement. FNI shall perform professional services under this Agreement for a not to exceed fee of \$130,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Brazoria County, Texas.
- VI. **NO ISRAEL BOYCOTT.** FNI hereby verifies that it does not boycott Israel and will not boycott Israel through this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, termination of business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- VII. **FOREIGN TERRORIST ORGANIZATIONS.** FNI represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- VIII. **IMMIGRATION.** FNI represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.
- IX. **UNDOCUMENTED WORKERS.** FNI certifies that Service Provider does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Service Provider is convicted of a violation under 8 U.S.C. § 1324a(f), Service Provider shall repay the amount of the public subsidy provided under this Agreement, plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the City notifies Service Provider of the violation.
- X. **NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES.** FNI verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Agreement against a

firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.

XI. **ANTI-BOYCOTT OF ENERGY COMPANIES.** FNI verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session, during the Term of this Agreement.

XII. **CONTRACT DATES:** The effective start date of this Agreement is February 15, 2023 . This Agreement shall expire on August 8, 2024.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

**CITY OF ANGLETON, TEXAS**

**FRESE AND NICHOLS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

## SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

### PROJECT UNDERSTANDING

The City of Angleton will be developing an application(s) to the Texas Water Development Board for funding of its proposed water and wastewater-related infrastructure and/or water quality improvement project(s). On behalf of the City, Freese and Nichols will assist in the following areas:

- Preparing applications
- Preparing all preliminary and final design plans and specification
- Assisting in bidding/negotiation
- Performing construction administration
- Determining the potential impact on residents and businesses within the City
- Conducting all necessary interim and final inspections

These services are being provided to assist the City in preparing its applications for funding and project implementation of one or more contracts, if awarded, for water and wastewater-related infrastructure and/or water quality improvement projects in the City of Angleton.

The advisory services are broken into three phases, each with a separate authorization. The first phase, and focus of this proposal, is anticipated to take 9 to 18 months (depending on funding program) and concentrate on the following items:

- Review the City's Capital Improvement Plan (CIP) to provide initial recommendations on packaging of projects.
- Assist the City with completing and submitting funding applications.
- Conduct a high-level assessment of the City's financial framework for foundational data required to analyze the future revenue expectations under current rates and determine the level of the capital program to meet the City's proposed rate increases. This includes any and all collaboration with the City Finance Director.

The second phase will focus on design and bid phase services for the projects selected by the City to fund and deliver.

The final phase of the work will focus on construction phase services for the projects bid out by the City. Construction phase services may include construction administration, construction management and inspection, and any required project closeout activities

**The cost and schedule defined in this proposal only addresses the CIP Review and Funding Strategy phase services. Fee for other services contemplated will be provided as projects are identified and funded.**

## ARTICLE I

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

### A. CIP REVIEW AND FUNDING STRATEGY:

#### 1. Pre-Application Phase

- a. FNI will conduct a kickoff meeting with the City to review the scope, align on objectives for this phase.
- b. A bi-weekly, one-hour meeting with City staff is recommended to address any questions or follow-up items.
- c. FNI will provide administration and coordination services associated with this effort for the duration of Phase 1 services.
- d. FNI will review the City provided CIP documents (i.e., summary level project financials and detailed project worksheets capturing the scope, schedule and status of projects), and additional information provided by the City on the project's currently in design or construction that may require a regulatory review. The purpose of this review will be to 1) understand current project challenges, 2) develop an understanding of projects that could benefit from various funding approaches, 3) make recommendations for projects to deliver with CPD methods, and 4) provide packaging of the projects with consideration of funding methods to optimize the use of those methods.
- e. Development of Capital Program Scenarios:
  1. Projection of Revenues under Existing Rates: This task will include an analysis of historical water and wastewater volumes and customers. The results of this analysis will provide for the estimation of future revenues under existing rates.
  2. Development of Revenue Requirements and Cash Flow Analyses: The development of revenue requirements will be based on an examination of historical financial reports, current operating budgets, and the proposed capital improvement and replacement program. By combining the revenue and revenue requirements projections, cash flow analyses of water and wastewater utility operating, and capital financing needs will be developed. This analysis will include:
    - Projected Operation and Maintenance Expenses
    - Capital Expenditures
    - Debt Service Expenses
    - Reserve Funding
    - Projected Revenue Adjustments Needed to Fund Proposed Capital Program Levels

3. Capital Program Scenario Analyses: To determine the capital programs needed to meet specific rate adjustment levels, FNI will develop funding sources and uses to fund various capital program scenarios. These funding levels will be integrated into the revenue requirements and adjusted to meet pre-set rate adjustment levels. The results will provide us with the total capital program to be implemented under the required rate adjustments.

FNI will meet with the City to review the projected operating expenses and revenue at current rates and discuss the resulting expense and revenue calculations, along with the capital program scenarios identified at various rate adjustment levels. FNI will also coordinate with the City Finance Director as required throughout this process.

- f. At the conclusion of the review, a letter report summarizing the findings and recommendations will be provided to the City and presented to City Council for approval.
- g. Assist the City to complete and submit any required pre-application document(s) needed for a respective funding program such as a Project Information Form (PIF), Abridged Application, or similar.

## 2. Application Phase

- a. FNI will assist the City with the City Council Application Resolution.
- b. FNI will prepare the application and submittal, including coordination with the City.
- c. FNI will respond to funding agency comments and questions during the funding Application Administration and Technical Reviews.

## 3. Post-Application Phase

- a. The City will be required to prepare financial and legal documents associated with the funding closing process.
- b. FNI will provide input and guidance during the post-application processing in addition to any final modification to the project schedule and budget.

B. **PRELIMINARY PHASE:** FNI shall provide professional services in this phase as follows:

### 1. Study and Report Phase

- a. Advise Client as to the necessity of Client's providing or obtaining data or services from others and assist Client in connection with any such services.
- b. Provide analyses of Client's requirements for the Project, including planning, surveys, site evaluations and comparative studies of prospective sites and solutions.
- c. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and some alternative solutions available to Client and setting forth FNI's findings and recommendations with opinions of probable construction costs for the Project, which includes estimates of contingencies and allowances for charges of professionals and consultants. Estimates of the cost of land and

rights-of-way, compensation for or damages to properties and interest and financing charges will be provided by Client or others so designated by Client. In arriving at its opinion of probable construction cost for the Project, FNI will include the estimates furnished by Client and will have no responsibility to determine the accuracy or validity of these estimates. The alternate solutions shall be limited to not more than three (3).

- d. Furnish three (3) printed copies and one (1) electronic copy (.pdf format) of the Report and present and review it in person with Client.

## 2. Preliminary Design Phase

After Client has accepted the report and has issued written authorization to proceed with the Preliminary Design Phase, FNI shall:

- a. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- b. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
- c. Provide design submittal at 30% design milestone.
- d. Furnish three (3) printed copies and one (1) electronic copy (.pdf format) of the above preliminary design documents and present and review them with Client.

### C. **DESIGN PHASE:** FNI shall provide professional services in this phase as follows:

1. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed (if surveys are to be furnished, they are Special Services, pursuant to Article II, or Additional Services, pursuant to Article III).
2. Submit drawings, specifications, and Construction Contract Documents to the applicable federal, state and/or local agency(s) for approval, where required.
3. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.
4. Prepare revised opinion of probable construction cost.
5. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
6. Provide design submittals at 60%, 90% and 100% design milestones.
7. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by Client, for each design submittal as described above. Upon final approval by Client, FNI will provide Client one (1) set of reproducible "Final" drawings and one (1) set of specifications for reproduction by Client.

- D. **BID OR NEGOTIATION PHASE:** Upon completion of the design services and approval of “Final” drawings and specifications by Client, FNI shall provide professional services in this phase as follows:
1. Assist Client in securing bids. Prospective Bidders will comply with the City’s procurement ordinance. Provide a copy of the notice to bidders for Client to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Client.
  2. Print Bid Documents and distribute to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders. Send three (3) copies of Bid Documents to each of the following agencies: To be determined during the CIP Review and Funding Strategy Phase.
  3. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
  4. Assist Client by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
  5. At Client request, FNI will assist Client in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Client. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
  6. Assist the Client in conducting a pre-bid conference for the construction projects and coordinate responses with Client. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
  7. Assist Client in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Client and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Client with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.
  8. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
- D. **CONSTRUCTION PHASE GENERAL REPRESENTATION:** Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation AND construction management and inspection services as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way



to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI's standard are used, the Client agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Client is named as an indemnified party.

FNI will be part of the Owner's Project Team (OPT) and will be the Design Professional, Construction Manager, Project Construction Manager, and other entities as identified FNI's standard General Conditions and Supplementary Conditions are to provide the services below:

1. Assist Client in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the Client and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Client against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Client. Visits to the site in excess of the specified number are an Additional Service.

6. Notify the Client of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by Client and is not included in the services to be performed by FNI.
8. Interpret the drawings and specifications for Client and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Client, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Client to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Client. Documentation of field orders, where cost to Client is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Client are an additional service. Substitutions of materials or equipment or design modifications requested by the Client are an additional service.
10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Client on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Client if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
11. Conduct, in company with Client's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two (2) trips are an Additional Service.
12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

## ARTICLE II

**SPECIAL SERVICES:** FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. Should the City be awarded funding, FNI will render the following services:

- a. Environmental planning services in accordance with the funding program requirements,
- b. Additional engineering planning services to meet funding program requirements,
- c. Additional design services to add any special supplemental conditions required by the funding program,
- d. Additional bidding services to coordinate approvals from the funding agency,
- e. Coordination with the funding agency for approvals of change orders,
- f. Services to request and gain approvals for funding releases including possible Build America, Buy America provision certifications and/or domestic iron and steel sourcing as well as Davis Bacon wage certifications,
- g. Completion and submittal of any funding-specialized invoices and/or reports, and
- h. Assistance with the project closeout procedures with the funding agency and gain approvals for the use of any funding remaining unused funds after project closeout.

### ARTICLE III

**ADDITIONAL SERVICES:** Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services will be determined as work progresses.

### ARTICLE IV

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the CIP Review and Funding Strategy services in 540 calendar days from Notice to Proceed. Additional Basic Services under this contract will be completed via future task orders as authorized by the City

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

### ARTICLE V

**RESPONSIBILITIES OF CLIENT:** Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions,

receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.
- K. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- L. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

- M. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement, or other services as required.
- N. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

**DESIGNATED REPRESENTATIVES:** FNI and Client designate the following representatives:

**Client's Designated Representative:**

Chris Whittaker  
City Manager  
[cwhittaker@angleton.tx.us](mailto:cwhittaker@angleton.tx.us)  
979-849-4364 ext. 2112

**Client's Accounting Representative:**

Phillip Conner  
[pconner@angleton.tx.us](mailto:pconner@angleton.tx.us)

**FNI's Designated Representative:**

Chuck Wolf, P.E.  
[Chuck.Wolf@freese.com](mailto:Chuck.Wolf@freese.com)  
661-993-0028

**FNI's Accounting Representative:**

Marissa Mendoza  
[Marissa.Mendoza@freese.com](mailto:Marissa.Mendoza@freese.com)  
512-381-1837

**COMPENSATION**

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Thirty Thousand Dollars (\$130,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	86	169
Professional 2	103	169
Professional 3	123	264
Professional 4	123	301
Professional 5	192	330
Professional 6	212	400
Construction Manager 1	93	109
Construction Manager 2	93	165
Construction Manager 3	132	165
Construction Manager 4	152	212
Construction Manager 5	175	251
Construction Manager 6	241	297
Construction Representative 1	76	93
Construction Representative 2	86	93
Construction Representative 3	106	156
Construction Representative 4	109	175
CAD Technician/Designer 1	66	129
CAD Technician/Designer 2	106	159
CAD Technician/Designer 3	146	212
Corporate Project Support 1	60	129
Corporate Project Support 2	73	185
Corporate Project Support 3	86	340
Intern / Coop	47	80

**Rates for In-House Services and Equipment**

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Coating Inspection Kit (per day) \$275
	Binding (per binding)	\$0.25		Flushing / Cfactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2023.**



**TERMS AND CONDITIONS OF AGREEMENT**

- 1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
- 2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI’s disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI’s reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by Texas law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof. The parties acknowledge that indemnification by the City is prohibited by the Texas Constitution Sec. III, Art. 51.
- 3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.

- 4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers’ Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate

- 5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI’s cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

- 6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to



determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract. Any such change must be communicated to Client in writing.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to Client and in acceptance of the Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

8. If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised. No such adjustment will be effective until Client is notified in writing regarding the adjustment, and the notice shall be made prior to a payment request by FNI or as soon as the necessity for the adjustment occurs. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by Texas law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting

therefrom. The parties acknowledge and agree that indemnification by the City is prohibited by the Texas Constitution Sec. III, Art. 51.

- 9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination
- 10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.
- 11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the Client is named as an indemnified party.
- 12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
- 13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
- 14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

18. **TWDB CONTRACTING GUIDELINES:** This Agreement shall be subject to the TWDB Subcontracting Guidelines specified below. FNI and its subconsultants, if any, will be required to incorporate these Subcontracting Guidelines into any and all subcontracts to this Agreement. FNI agrees and acknowledges that it is subject to all applicable subcontracting requirements of the contract between Client and the TWDB and adopts those requirements into this Agreement by reference.

The following provisions are required in all TWDB subcontracts:

- i. **Contract Dates:** Agreement should include a starting date and ending date.
- ii. **Contract Amount:** Agreement should list the total value of the subcontract.
- iii. **Terms of Reimbursement:** Subcontracts must be cost reimbursable. Lump sum agreements are not permitted for services. Please also note that the TWDB does not reimburse "handling costs" (mark-ups) on any expenses. Any eligible travel expenses related to a subcontract may be reimbursed at the current rate for State of Texas employees which can be found at:  
<https://fmx.cpa.state.tx.us/fmx/travel/texttravel/trans/personal.php>
- iv. **Scope of Work:** The terms of the scope of work must be consistent with the scope of the prime agreement.
- v. **Task Budget:** As appropriate. The task budget must be consistent with the task budget specified in the TWDB prime agreement.
- vi. **Expense Budget:** As appropriate. The expense budget must be consistent with the expense budget specified in the TWDB prime agreement.
- vii. **Signatures:** Each subcontract must be executed appropriately by signature, by each party to the agreement.

### Specific Clause Requirements

The requirements listed below must be included in TWDB subcontracting agreements and shall apply to this Agreement to the extent that FNI and its subconsultant(s) are considered a Subcontractor or Sub-Subcontractor under the applicable TWDB contract.

- i. **State Auditor:** By executing this Contract, the SUBCONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.
- ii. **Financial Records:** The SUBCONTRACTOR (S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TWDB. Accounting by the SUBCONTRACTOR (S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.
- iii. **No Debt Against the State:** This SUBCONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.
- iv. **Licenses, Permits and Insurance:** For the purpose of this CONTRACT, the SUBCONTRACTOR (S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR (S), to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT. The SUBCONTRACTOR (S) shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the SUBCONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR (S), arising out of the activities under this CONTRACT.

The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work.

- v. **Ownership (Does Not Apply to Regional Water Planning Agreements):** The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the SUBCONTRACTOR (S) or its contracted parties pursuant to this CONTRACT shall become the joint property of the SUBCONTRACTOR (S) and the TWDB. These materials shall not be copyrighted or patented by the SUBCONTRACTOR (S) or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish

copyright or patent; provided, however, that copyrighting or patenting by the SUBCONTRACTOR (S) or its SUB-SUBCONTRACTORS will in no way limit the TWDB 's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a TWDB copyright and produced by the SUBCONTRACTOR (S) or TWDB pursuant to this CONTRACT may be printed by the SUBCONTRACTOR (S) or the TWDB at their own cost and distributed by either at their discretion. The SUBCONTRACTOR (S) may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The SUBCONTRACTOR (S) and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

- vi. **Ownership (Only Applies to Regional Water Planning Agreements):** It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this contract and developed by the SUBCONTRACTOR pursuant to this contract shall become the joint property of the REGIONAL WATER PLANNING GROUP, SUBCONTRACTOR and its SUB-SUBCONTRACTOR(S), and the Texas Water Development Board. These materials shall not be copyrighted or patented by the SUBCONTRACTOR. SUBCONTRACTOR agrees that neither the Regional Water Planning Group nor the Texas Water Development Board are parties to this contract and agrees that that these entities have no liability under the terms of this contract. The Texas Water Development Board is solely a third-party beneficiary under this contract.
- vii. **Compliance with Board Rules and State Law (Only Applies to Regional Water Planning Agreements):** The SUB-CONTRACTOR (S) shall comply with BOARD rules and adhere to all requirements in state law pertaining to the procurement of professional services.



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** 03/14/2023

**PREPARED BY:** Angie Sanchez

**AGENDA CONTENT:** Update on LCRR – Lead Service Line Inventory

**AGENDA ITEM SECTION:** Regular Agenda

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**BUDGETED AMOUNT:** \$12,500                      **FUNDS REQUESTED:** N/A

**FUND:**

**EXECUTIVE SUMMARY:**

KSA Engineers and the City of Angleton entered into an agreement to provide professional services to assist the city in completing the Lead Service Line Inventory, an unfunded mandate by the EPA which is due to be certified in October of 2024. KSA Engineers met with the City of Angleton Public Works department on Tuesday, February 21<sup>st</sup> to start the process and discuss the way ahead. A public campaign is being developed to not only inform the citizens and business owners of Angleton about the effort but also to engage them to assist in gathering the necessary information that must be provided to the EPA.

**RECOMMENDATION:**

EnterTextHere

# Service Line Inventory - Update



CITY OF ANGLETON  
MARCH 14, 2023



**Sigi West**

Regulatory Compliance  
Specialist | Project Assistant

✉ [swest@ksaeng.com](mailto:swest@ksaeng.com)



**Angie Sanchez, P.E., PMP**

Municipal Team Leader

✉ [asanchez@ksaeng.com](mailto:asanchez@ksaeng.com)

**18**  
MONTHS

**LEFT TO COMPLY (October 2024)**





# Detailed Inventory

**Detailed Inventory**

Field Name: [Blank]

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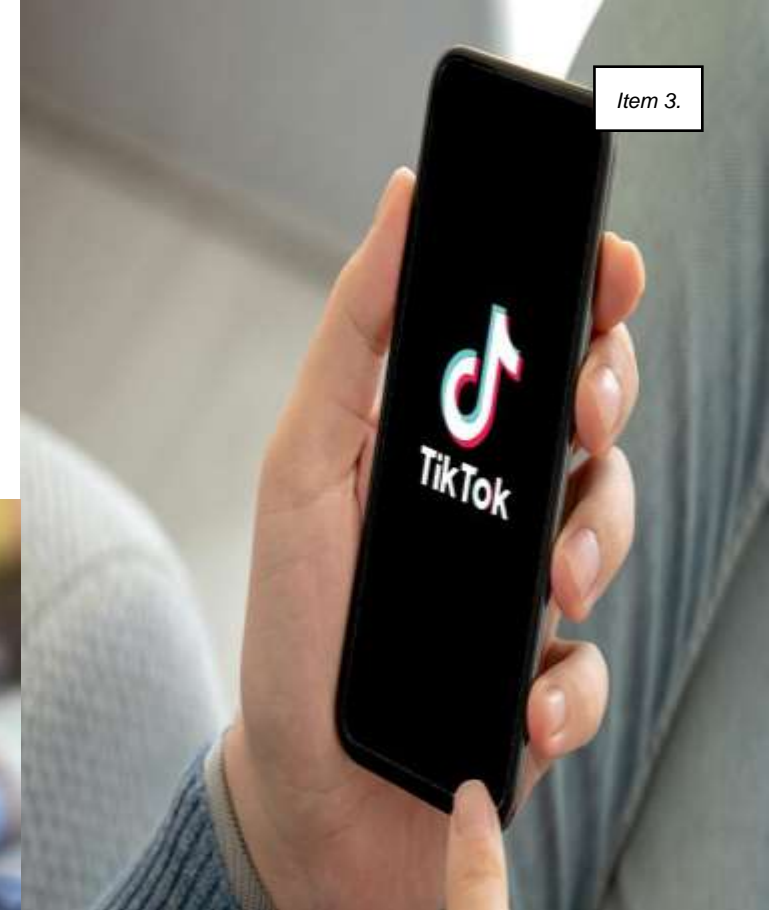
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Unique Service Line ID	Location Information				System Standard Features			System Standard Features			Other Potential Sources of Lead	Additional Information to Assist Top Management Team					Lead Source Use Requirements				
	Street Number	Street Name	City	Zip Code	Other Location Details	SPS Coordinate	SPS Coordinate	System Standard Feature	System Standard Feature	System Standard Feature		System Standard Feature	System Standard Feature	System Standard Feature	System Standard Feature	System Standard Feature	System Standard Feature	System Standard Feature	System Standard Feature		
Example 1	1234	Main St	City	Zip Code	Intersection One	38.275288	-90.168881	Lead	No	Before 2000	Lead	Lead	No	No	Single Family Residence	No	No	No	No	No	No
Example 2	4567	Main St	City	Zip Code	Intersection Two			High Lead	Yes	Between 2000 and 2014	Lead	Lead	No	No	Multiple Family Residence	No	No	No	No	No	No
Example 3	89	Maple St	City	Zip Code				Lead	No	After 2014	Non-Lead - Other	Lead	Lead	Lead	Other	Unknown	Unknown	No	No	No	No
Example 4	1	Main Avenue	City	Zip Code				Unknown - High Lead	No	Between 2000 and 2014	Unknown	Unknown	Unknown	Unknown	Single Family Residence	No	Unknown	No	No	No	No
Example 5	567	Division Street	City	Zip Code				Non-Lead	No	After 2014	Non-Lead - Other	Non-Lead	Non-Lead	Non-Lead	Single Family Residence	No	No	No	No	No	No
Example 6	89	Main Street	City	Zip Code				High Lead - Other	Yes	Before 2000	High Lead	High Lead	High Lead	High Lead	Single Family Residence	No	Unknown	No	No	No	No
Example 7	123	Division Ave	City	Zip Code	Building A			High Lead - Other	No	After 2014	High Lead	High Lead	High Lead	High Lead	Single Family Residence	No	Unknown	No	No	No	No
Example 8	456	Division Ave	City	Zip Code	Building B			Unknown	Yes	After 2014	Unknown	Unknown	Unknown	Unknown	Single Family Residence	No	Unknown	No	No	No	No
Example 9	789	Main St	City	Zip Code	City Hall			Lead	Yes	After 2014	High Lead - Other	High Lead	High Lead	High Lead	Single Family Residence	No	Unknown	No	No	No	No

## Tools for Assisting Public Works

### General Plan of Action: Reducing the man hours required to complete SLI

- **Public Records** - Review of city records including previously replaced lines, Customer service inspections, Ordinances
- **Public Notice/Input** – Newspaper, media blast, notes on bills, flyers placed at public places and local businesses
  - *TikTok*
  - *Newspaper*
  - *Radio*
  - *local news*
  - *door-to-door/door hangers*



# HELP US HELP YOU



## WATER SERVICE LINE INVENTORY SURVEY

The Environmental Protection Agency and Texas Commission on Environmental Quality are requiring that all community water systems conduct a Water Service Line Inventory to classify the materials used for the water service. The City of Angleton is asking that it's customers take the time to fill out the questions below regarding your water service line and inside plumbing.

Scan the QR Code with your mobile device or click the link [https://docs.google.com/forms/d/1ktCBKuUlmWPIFvdIfoj39L\\_IDQdmhbovGF4cPhtpEks/edit](https://docs.google.com/forms/d/1ktCBKuUlmWPIFvdIfoj39L_IDQdmhbovGF4cPhtpEks/edit) on our webpage [www.angleton.tx.us](http://www.angleton.tx.us) to be sent directly to the online survey form.



1. Customer Email: \_\_\_\_\_
2. Customer Name: \_\_\_\_\_
3. Owner Name (if different than customer): \_\_\_\_\_
4. Customer Billing Address: \_\_\_\_\_
5. Customer Service/ Physical Address (if different than billing address): \_\_\_\_\_
6. Customer Account Number: \_\_\_\_\_
7. What Type of Home or building: Single Family Residence \_\_\_\_\_ Multi Family Residence \_\_\_\_\_ Commercial \_\_\_\_\_ Daycare \_\_\_\_\_ School \_\_\_\_\_ Hospital/ Medical Clinic \_\_\_\_\_ Other \_\_\_\_\_
8. What Year was your home/ building built: \_\_\_\_\_
9. Do you know the type of pipe material your water service is? (from the meter to your home/stop) Lead \_\_\_\_\_ Copper \_\_\_\_\_ Galvanized \_\_\_\_\_ PVC/ Plastic \_\_\_\_\_ Unknown \_\_\_\_\_ Other \_\_\_\_\_
10. Do you know the water service pipe size? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, what is the size? \_\_\_\_\_
11. Has the water service been repaired or replaced? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, what Year \_\_\_\_\_
12. If replaced or repaired, do you know the material used? Lead \_\_\_\_\_ Copper \_\_\_\_\_ Galvanized \_\_\_\_\_ PVC/ Plastic \_\_\_\_\_ Unknown \_\_\_\_\_ Other \_\_\_\_\_
13. If your home/ building was built prior to 1986 has the plumbing inside been repaired or replaced? \_\_\_\_\_ What year? \_\_\_\_\_

If you have questions or need assistance, please contact Hector Renteria, City of Angleton Public Works at [lsr@angleton.tx.us](mailto:lsr@angleton.tx.us)



## FILL OUT YOUR WATER SURVEY

LOOK FOR THE SURVEY FORM IN YOU WATER BILL

**THE CITY OF ANGLETON** is conducting an EPA required **SERVICE LINE INVENTORY** and we are asking for the public's help to get needed information from our homeowners and business owners. A survey will be mailed out to each customer with your Consumer Confidence Report.

You can go to our website [www.angleton.tx.us](http://www.angleton.tx.us) or use the link provided here [https://docs.google.com/forms/d/1ktCBKuUlmWPIFvdIfoj39L\\_IDQdmhbovGF4cPhtpEks/edit](https://docs.google.com/forms/d/1ktCBKuUlmWPIFvdIfoj39L_IDQdmhbovGF4cPhtpEks/edit), or scan the QR Code on the mailout or posters located around town.

# HELP US HELP YOU!!



### WATER SERVICE LINE INVENTORY

What year was your house built?  
Do you know the pipe material of your water service line? (from meter to meter)  
Have you replaced or had any repairs done to your water service line?

FIGURE: Please answer the survey questions above and return this card to Southern Utilities Company.

COMPANY  
123 N. Broadway Ave. Suite 100 TEXAS

RECIPIENT NAME  
Recipient Address  
City, ST ZIP Code

Contact us for more information  
866.336.4444  
[www.southernutilities.com](http://www.southernutilities.com)

# HELP US HELP YOU



## WATER SERVICE LINE INVENTORY SURVEY

The Environmental Protection Agency and Texas Commission on Environmental Quality are requiring that all community water systems conduct a Water Service Line Inventory to classify the materials used for the water service. The City of Angleton is asking that it's customers take the time to fill out the questions below regarding your water service line and inside plumbing.

Scan the QR Code with your mobile device or click the link [https://docs.google.com/forms/d/1ktCBKuUlmWPiFvdIfoj39L\\_JDQdmhbovGF4cPhTpExs/edit](https://docs.google.com/forms/d/1ktCBKuUlmWPiFvdIfoj39L_JDQdmhbovGF4cPhTpExs/edit) on our webpage [www.angleton.tx.us](http://www.angleton.tx.us) to be sent directly to the online survey form.

1. Customer Email: \_\_\_\_\_
2. Customer Name: \_\_\_\_\_
3. Owner Name (if different than customer): \_\_\_\_\_
4. Customer Billing Address: \_\_\_\_\_
5. Customer Service/ Physical Address (if different than billing address): \_\_\_\_\_
6. Customer Account Number: \_\_\_\_\_
7. What Type of Home or building: Single Family Residence \_\_\_\_\_ Multi Family Residence \_\_\_\_\_ Commercial \_\_\_\_\_ Daycare \_\_\_\_\_ School \_\_\_\_\_ Hospital/ Medical Clinic \_\_\_\_\_ Other \_\_\_\_\_
8. What Year was your home/ building built: \_\_\_\_\_
9. Do you know the type of pipe material your water service is? (How to make your marking):  
Lead \_\_\_\_\_ Copper \_\_\_\_\_ Galvanized \_\_\_\_\_ PVC/ Plastic \_\_\_\_\_ Unknown \_\_\_\_\_ Other \_\_\_\_\_
10. Do you know the water service pipe size? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, what is the size? \_\_\_\_\_
11. Has the water service been repaired or replaced? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, what Year \_\_\_\_\_
12. If replaced or repaired, do you know the material used?  
Lead \_\_\_\_\_ Copper \_\_\_\_\_ Galvanized \_\_\_\_\_ PVC/ Plastic \_\_\_\_\_ Unknown \_\_\_\_\_ Other \_\_\_\_\_
13. If your home/ building was built prior to 1986 has the plumbing inside been repaired or replaced? \_\_\_\_\_ What year? \_\_\_\_\_



If you have questions or need assistance, please contact Hector Renteria, City of Angleton Public Works at [lsj@angleton.tx.us](mailto:lsj@angleton.tx.us)

# AYÚDANOS A AYUDARTE



## ENCUESTA DE INVENTARIO DE LÍNEAS DE SERVICIO DE AGUA

La Agencia de Protección Ambiental y la Comisión de Calidad Ambiental de Texas requieren que todos los sistemas de agua comunitarios realicen un inventario de la Línea de Servicio de Agua para clasificar los materiales utilizados para el servicio de agua. La ciudad de Angleton está pidiendo que sus clientes se tomen el tiempo para completar las preguntas a continuación con respecto a su línea de servicio de agua y plomería interior.

Escanee el código QR con su dispositivo móvil o haga clic en el enlace [https://docs.google.com/forms/d/1ktCBKuUlmWPiFvdIfoj39L\\_JDQdmhbovGF4cPhTpExs/edit](https://docs.google.com/forms/d/1ktCBKuUlmWPiFvdIfoj39L_JDQdmhbovGF4cPhTpExs/edit) en nuestra página web [www.angleton.tx.us](http://www.angleton.tx.us) para enviarlo directamente al formulario de encuesta en línea.

1. Correo electrónico del cliente: \_\_\_\_\_
2. Nombre del cliente: \_\_\_\_\_
3. Nombre del propietario (si es diferente al cliente): \_\_\_\_\_
4. Dirección de facturación del cliente: \_\_\_\_\_
5. Servicio al cliente / Dirección física (si es diferente a la dirección de facturación): \_\_\_\_\_
6. Número de cuenta del cliente: \_\_\_\_\_
7. Qué tipo de casa o edificio: Unifamiliar Residence \_\_\_\_\_ multifamiliar Residence \_\_\_\_\_ comercial \_\_\_\_\_ Hospital \_\_\_\_\_ Daycare \_\_\_\_\_ School \_\_\_\_\_ / Clínica médica \_\_\_\_\_ Other \_\_\_\_\_
8. En qué año se construyó su casa/edificio: \_\_\_\_\_
9. ¿Sabe el tipo de material de tubería que es su servicio de agua? (Cual es el mejor todo o nada/ all or nothing)  
Lead \_\_\_\_\_ Copper \_\_\_\_\_ Galvanized \_\_\_\_\_ PVC/ Plastic \_\_\_\_\_ Desconocido \_\_\_\_\_ Other \_\_\_\_\_
10. ¿Conoce el tamaño de la tubería de servicio de agua? Si \_\_\_\_\_ No \_\_\_\_\_ En caso afirmativo, ¿cuál es el tamaño? \_\_\_\_\_
11. ¿Se ha reparado o reemplazado el servicio de agua? Si \_\_\_\_\_ No \_\_\_\_\_ En caso afirmativo, ¿qué año \_\_\_\_\_
12. Si se reemplaza o repara, ¿conoce el material utilizado?  
Lead \_\_\_\_\_ Copper \_\_\_\_\_ Galvanized \_\_\_\_\_ PVC/ Plastic \_\_\_\_\_ Other \_\_\_\_\_ desconocido
13. Si su casa / edificio fue construido antes de 1986, ¿se ha reparado o reemplazado la plomería interior? \_\_\_\_\_ ¿Qué año? \_\_\_\_\_



Si tiene preguntas o necesita ayuda, comuníquese con Héctor Rentería, Obras Públicas de la Ciudad de Angleton en [lsj@angleton.tx.us](mailto:lsj@angleton.tx.us)



# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** March 14, 2023

**PREPARED BY:** Otis T. Spriggs, AICP on behalf of Chris Whittaker, City Manager

**AGENDA CONTENT:** Discussion and possible action on a request that Brazoria County place a traffic light at CR 44 (Anchor Rd.) and Enchanting Oaks Dr. (Heritage Oaks Subdivision/Lakeside Park entrance). The subject intersection is approximately 1440 ft. east of the SH288 northbound exit ramp on Anchor Road (CR 44).

**AGENDA ITEM SECTION:** Public Hearing

**BUDGETED AMOUNT:** None

**FUNDS REQUESTED:** None

**FUND:** None

**EXECUTIVE SUMMARY:**

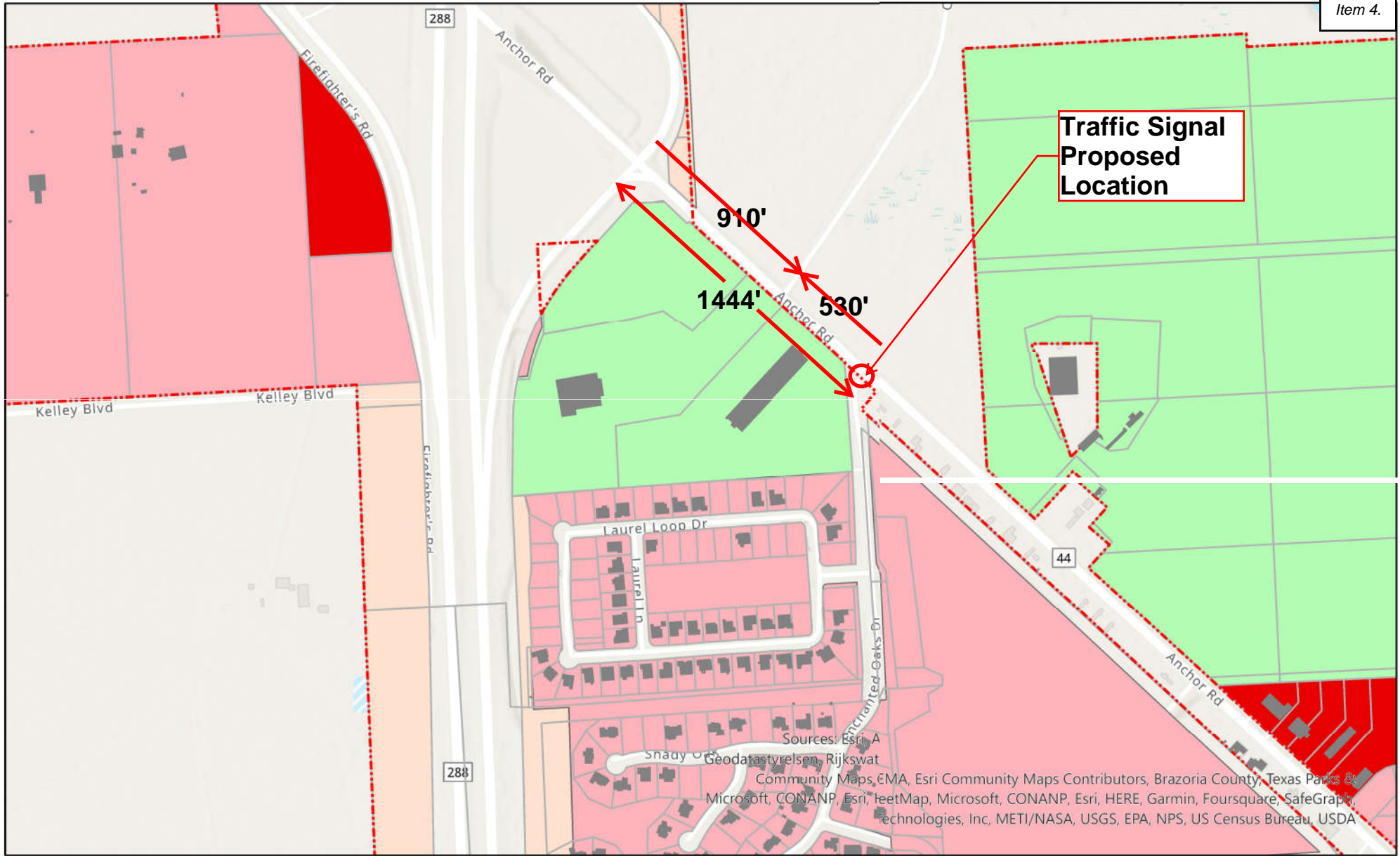
Due to an influx of complaints received from area residents attempting to exit or enter the new Lakeside Park and the Heritage Oaks Subdivision, a discussion is requested to consider the viability of adding a traffic signal at the intersection of CR 44 and Enchanting Oaks Dr. (Heritage Oaks Subdivision/Lakeside Park).

The City of Angleton has received a number of development proposals over time within this planning area. West of the subject intersection is Angleton Christian School, which is within a 35 MPH school zone, that falls within a 45 MPH regular speed zone. First Baptist Church is located just west of the school. They both share the Rodney Bowman Blvd. entrance curb-cut. The school also has a driveway off Enchanting Oaks Dr.

East of the proposed signal location, on the north side of Anchor Road will be the proposed Austin Colony Subdivision, which is predicted to produce at least 86 peak hour trips for 100 lots and average 5,000 vehicle trips per day.

**RECOMMENDATION:**

Staff recommends that Council holds the discussion and give feedback and direction.



# Anchor Rd./CR44 Map





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** March 14, 2023

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

**AGENDA CONTENT:** Discussion and possible action on a request for approval of a variance of the sidewalk requirement of Chapter 23, Section 23-14.A. Sidewalks, for Titan Snow Crush Food Truck Park located on SH35, South of Hospital Drive.

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:** None

### EXECUTIVE SUMMARY:

The subject property consists of an approximate 1.268-acre lot in the Commercial General (C-G) zoning district. Jose Calzada, developer, is requesting a waiver of Section 23-14.A. Sidewalks for the subject property per subsection 6.d. 6. *Waivers, deferrals, and variances from sidewalk installation.*

Pursuant to Section 23-102 B. *Variance approval standards:* Variances may be granted when:

1. There are circumstances specific to the property that create an undue hardship that generally do not apply to surrounding properties; such as, but not limited to, its shape, or topography;

The property is generally flat with an open ditch along the frontage of the property. While there is appears to be room behind the open ditch to install a sidewalk the no sidewalks exist along SH 35. Sidewalks exist west on Hospital Drive, but not east on Hospital Drive.

2. Special consideration is necessary to allow an applicant the same right of use enjoyed under the LDC by surrounding properties.

Again, no sidewalks exist along SH 35 in the general vicinity; sidewalks do exist west on Hospital Drive, but not east on Hospital Drive.

3. Consideration is unique to the subject property and would not generally set an adverse precedent for other applications.

The consideration is unique to the subject property. A variance would not generally set an adverse precedent for other applications.

4. The hardship was not created by the applicant; and the hardship is not created by the applicant.
5. A variance would not be detrimental to any adjacent properties or to public health and safety.

It is hard to imagine how a variance would be detrimental to any adjacent properties or to public health and safety as there are no sidewalks along the respective streets in this area. Any work that is performed to improve SH 35 would trigger removing of any sidewalks installed at this time.

The City Engineer has reported no objection to this request.

Note that development staff is currently working on a policy to deal with the sidewalk requirements that may cause a hardship in particular sections of the City. The new policy, if adopted will cause developers and owners in this instance, to be allowed a waiver of the sidewalk requirement in lieu of contribution towards a designated sidewalk fund that will be a financial resource to improve areas of the city that are a priority for connectivity, due to the safety of pedestrians. We anticipate that such a policy will be introduced for action within the next 3-4 months. A map of sidewalk connectivity and conditions is being completed currently. The policy will be tied to the prioritization mapping.

**RECOMMENDATION:**

The Planning Commission considered the facts outlined above on March 1, 2023 and forwards a positive recommendation (5-0 vote unanimously) to Council for final action, for approval of the variance to Section 23-14.A Sidewalks for the Titan Snow Crush Food Truck Park subdivision plat and site plan.





February 9th, 2023

Mr. Otis Spriggs  
Director of Development Services  
City of Angleton  
121 S. Velasco Street  
Angleton, Texas 77515

Re: Snow Crush and More - Food Trucks - Waiver Request  
SH 35, Angleton, TX

Dear Mr. Spriggs;

I, Jose Calzada, am the developer of the referenced project. I am requesting a Waiver for the following item addressed in HDR's review of plans for the development:

*Site Plan (C.2)*

*1. Sidewalk is required to be constructed per Angleton LDC Sec. 23-14, A.1.b.*

Sec. 23-14, A.1.b Sidewalks and Accessibility.

b. Sidewalks shall be required to be constructed as a requirement of site plan approval for new developments along all public streets.

Waiver Request:

I am requesting a Waiver to not construct a section of sidewalk along the 251' frontage of my property (1.269 acres) on Sh 35.

I have attached an aerial location of the site. The site is located on the east side of SH 35 and south of Hospital drive.

1. SH 35 is an open ditch roadway.
2. There are no sidewalks along either side of SH 35 on the easterly side of Angleton.
3. Future widening of SH 35 (if this ever happens) would require removal of this short section of Sidewalk.

- 4. Constructing the sidewalk provides no continuity for pedestrian travel with grassed areas north and south of the tract's property lines.

If you have any questions or require further information, please let us know.

Sincerely,











2/9/23

Jose Calzada

# Map

Information for your map.

## Legend

-  An Item 5. bury M
-  Feature 1
-  Feature 2
-  Feature 3
-  Terry-Jo's Enterpris
-  The Medicine Shop
-  Untitled Path
-  Untitled Path



Hospital Dr

Buccees

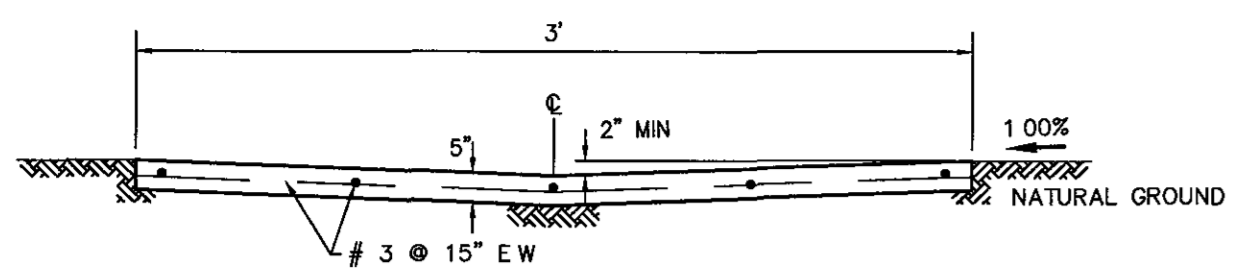
Titan Snow Crush - 14688

E Hospital Dr

443

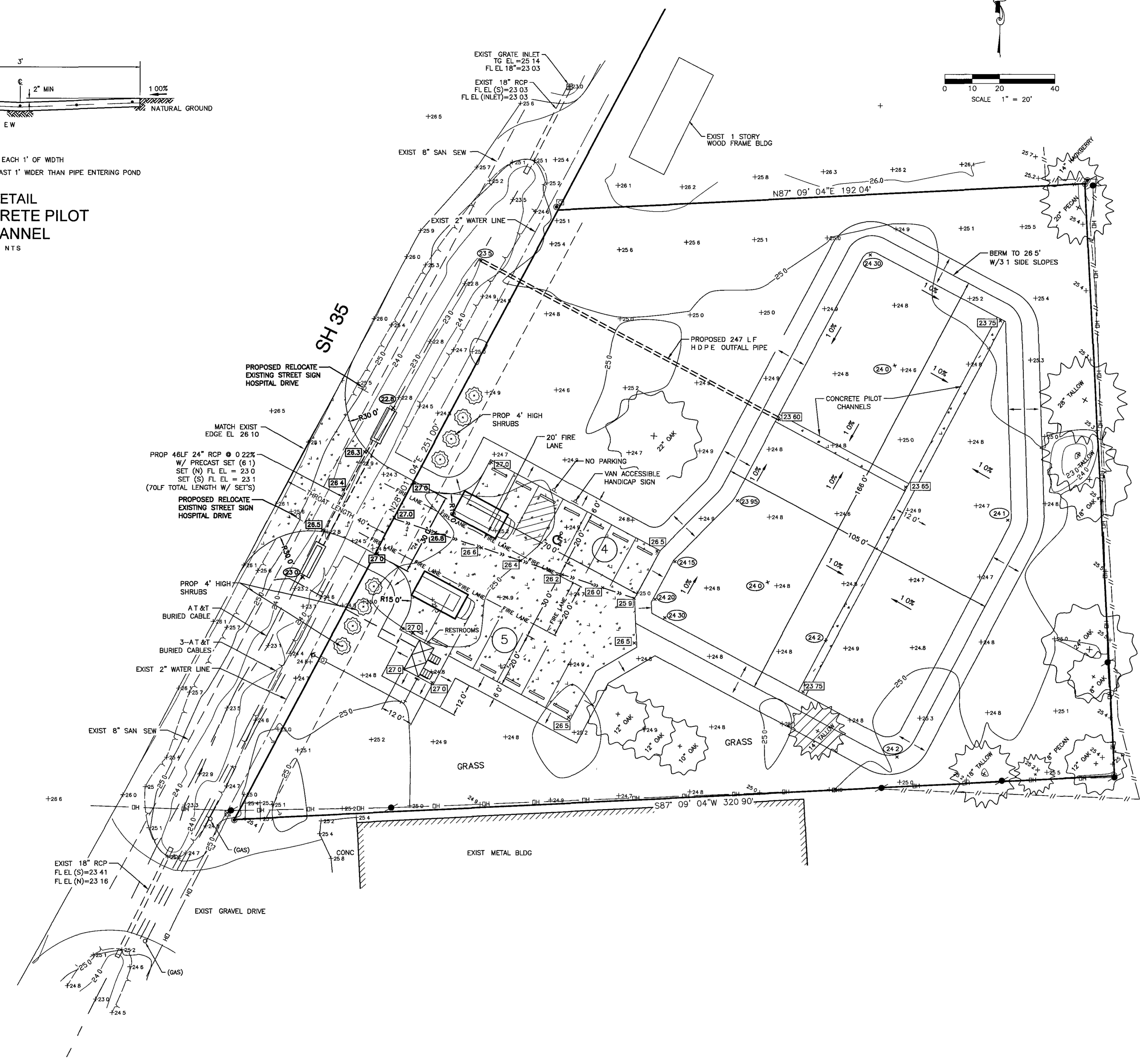
Deborah Dr

Embury St



- NOTES**
- 1" DEPRESSION FOR EACH 1' OF WIDTH
  - WIDTH TO BE AT LEAST 1" WIDER THAN PIPE ENTERING POND

**DETAIL  
4" CONCRETE PILOT  
CHANNEL**  
NTS



**DETENTION CALCULATIONS**

**PREDEVELOPMENT FLOW RATE CALCULATION (2-YEAR STORM)**  
 $Q2 = CIA \times 1.00 \text{ PK}$   
 $C = 0.65$   
 $TC = 10 \text{ MIN}$   
 $A = \text{FRONTAGE} \times 150 \text{ FT} = 0.8643 \text{ AC}$   
 $I2 = 5.358 \text{ IN/HR}$   
 $Q2 = 0.65 \times 5.358 \times 0.8643 \times 1.00 \text{ PK} = 3.01 \text{ CFS (RESTRICTOR FLOW)}$

**PROPOSED CONDITION 100-YEAR STORM**  
 $\text{AREA DEVELOPED} = 1.268 \text{ ACRES}$   
 $Q = CIA$   
 $C = 0.45$   
 $TC = 10 \text{ MIN (SEE NCRS EQUATION)}$   
 $I100 = 12.357 \text{ IN/HR}$   
 $Q100 = 0.45 \times 12.357 \times 1.2685 = 7.051 \text{ CFS}$

**DETENTION REQUIRED = 15,202.44 CF = 0.349 AC-FT**

**DETENTION POND INFORMATION**

**POND (GRAVITY POND)**  
 $\text{TOP OF BANK ELEV} = 26.5'$   
 $\text{AREA @ 100-YEAR WSEL} = 25.1' = 14,740.12 \text{ SF}$   
 $\text{FREEBORD} = 1.40'$   
 $\text{TOP OF BANK ELEV} = 24.0'$   
 $\text{AREA AT TOE OF BANK} = 13,476.06 \text{ SF}$   
 $\text{AVERAGE AREA} = 14,108.12 \text{ SF}$   
 $\text{DEPTH} = 1.10'$   
 $\text{STORAGE} = 15,518.93 \text{ CF} = 0.356 \text{ AC-FT}$   
 $\text{DETENTION PROVIDED} = 15,518.93 \text{ CF} = 0.356 \text{ AC-FT}$

**10-YEAR STORAGE CALCULATIONS**

**PREDEVELOPMENT FLOW RATE CALCULATION (2-YEAR STORM)**  
 $Q2 = CIA \times 1.00 \text{ PK}$   
 $C = 0.65$   
 $TC = 10 \text{ MIN}$   
 $A = \text{LF FRONTAGE} \times 150 \text{ FT} = 0.8643 \text{ AC}$   
 $I2 = 5.358 \text{ IN/HR}$   
 $Q2 = 0.65 \times 5.358 \times 0.8643 \times 1.00 \text{ PK} = 3.01 \text{ CFS (RESTRICTOR FLOW)}$

**PROPOSED CONDITION 10-YEAR STORM**  
 $C = 0.45$   
 $TC = 10 \text{ MIN (SEE NCRS EQUATION)}$   
 $I10 = 8.123 \text{ IN/HR}$   
 $A = 1.2685 \text{ ACRES}$   
 $Q10 = 0.45 \times 8.123 \times 1.2685 = 4.637 \text{ CFS}$

**10-YR VOLUME = 5,052.96 CF = 0.116 AC-FT**

NO	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED DR  
 DRAWN CAP  
 CHECKED \_\_\_\_\_  
 DATE 10/28/2022

**B & L**  
**BAKER & LAWSON, INC**  
 ENGINEERS • PLANNERS • SURVEYORS  
 300 E CEDAR ST. ANGLETON, TEXAS 77515  
 PHONE (979) 849-6681 FAX (979) 849-6689  
 REG NO F-825

STATE OF TEXAS  
 DOUGLAS B ROESLER  
 56739  
 REGISTERED PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by Douglas B Roesler P.E. 56739  
 Date 10-28-22

OWNER  
**Mr. JOSE CALZADA**  
**TITAN CONTROLS**  
 20042 FM 523  
 ANGLETON, TEXAS 77515  
 jose.calzada@titan-controls.com

PLAN 1" = 20'  
 PROFILE \_\_\_\_\_  
 HORIZONTAL \_\_\_\_\_  
 VERTICAL \_\_\_\_\_

**TITAN SNOW CRUSH/FOOD TRUCK**  
**EAST MULBERRY (SH 35)**  
**ANGLETON, TEXAS**  
**(1.268 Acre Tract)**

GRADING PLAN  
 &  
 DETENTION POND DETAILS  
 PROJECT NO 14688  
 44





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** March 14, 2023

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

**AGENDA CONTENT:** Discussion, and possible action on a Development Agreement (D.A.) for Ashland Development located north of Anchor Rd., East of FM521, and west of SH 288, ANGLETON, TEXAS, between the City of Angleton and ANCHOR HOLDINGS MP, LLC and WILDROCK HOLDINGS, LLC for approximately 879.9 acres of land located in the City's extraterritorial jurisdiction ("ETJ").

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** \$0

**FUNDS REQUESTED:** \$0

**FUND:** N/A

**EXECUTIVE SUMMARY:**

The City of Angleton and Anchor Holdings MP, LLC seek to enter into a development agreement, and have been working closely to finalize the final document for city council to review and discuss.

This item was previously scheduled for discussion on March 1, 2023 and passed. Following the council meeting on 3/1/2023 City staff, City Engineer and City Attorney met with the Developer and their Attorney on 3/3/2023. A productive conversation took place and the Development group met with the County on 3/9/2023. Key items discussed were the preparation of a Master Signage Plan; Design Standards and Guidelines, discussion of three (3) different lot sizes and possibly a 4<sup>th</sup>; LDC code provisions applicable to the development; Homeowner's Association requirements, parkland and walking trail requirements, phasing plans for parkland development and other amenities, and a Developer deposit of \$25,000.00 to reimburse the City for administrative costs.

At the time the agenda packet was posted, an updated revised draft of the development agreement was not provided by the Developer, but all parties will continue to work diligently to finalize an agreement and the necessary exhibits to enable city council to discuss and take action in the near future.

City staff and the city attorney continue to work with the Developer and following discussions are working on a proposed development agreement that aligns with direction from city council, and coordinates the parameters of the development with the City of Angleton Land Development Code, Chapter 23 of the City's Code of Ordinance, and the City's Long Range Comprehensive Plan.

ASHLAND DEVELOPMENT is a Master Plan Community that will include the following:

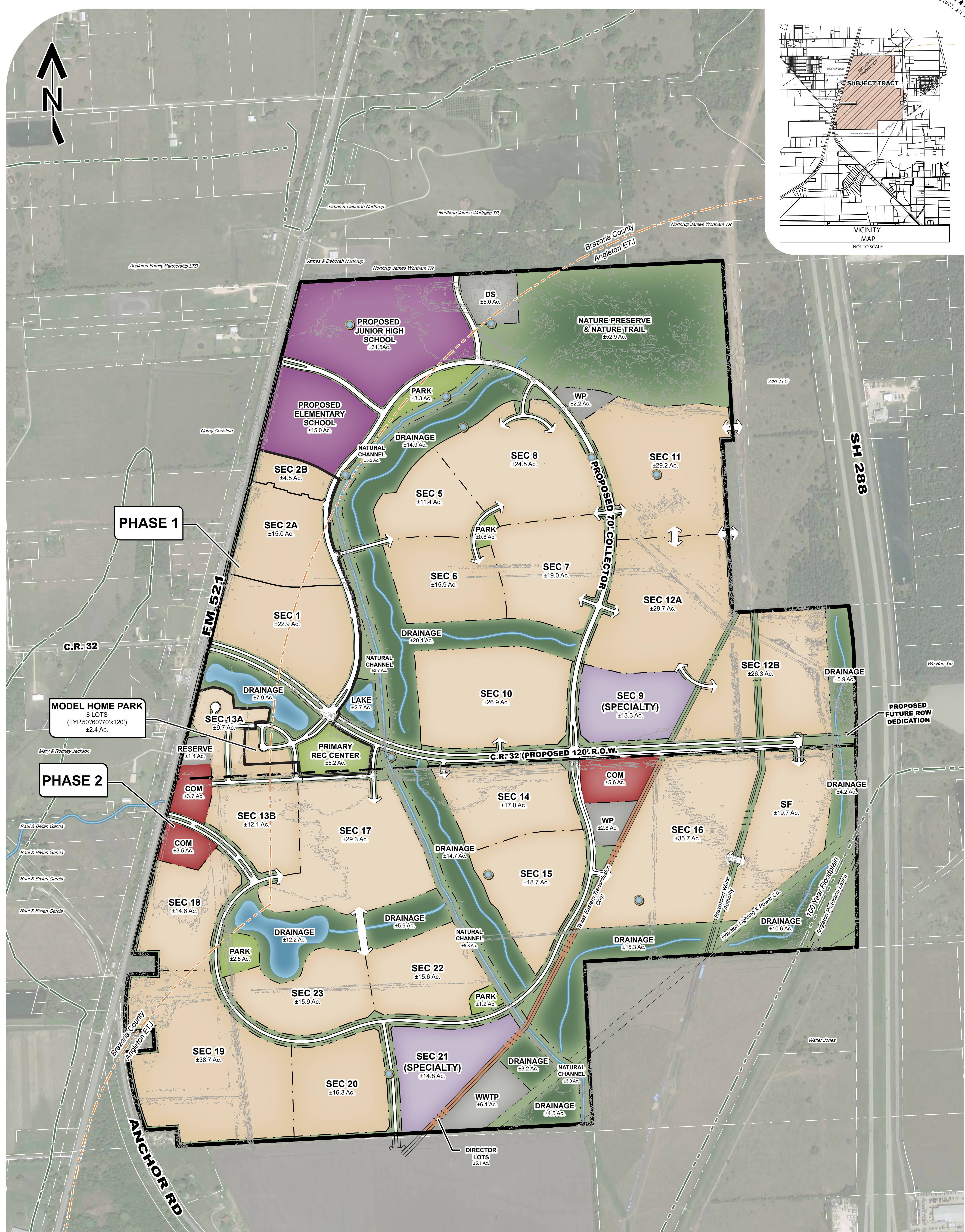
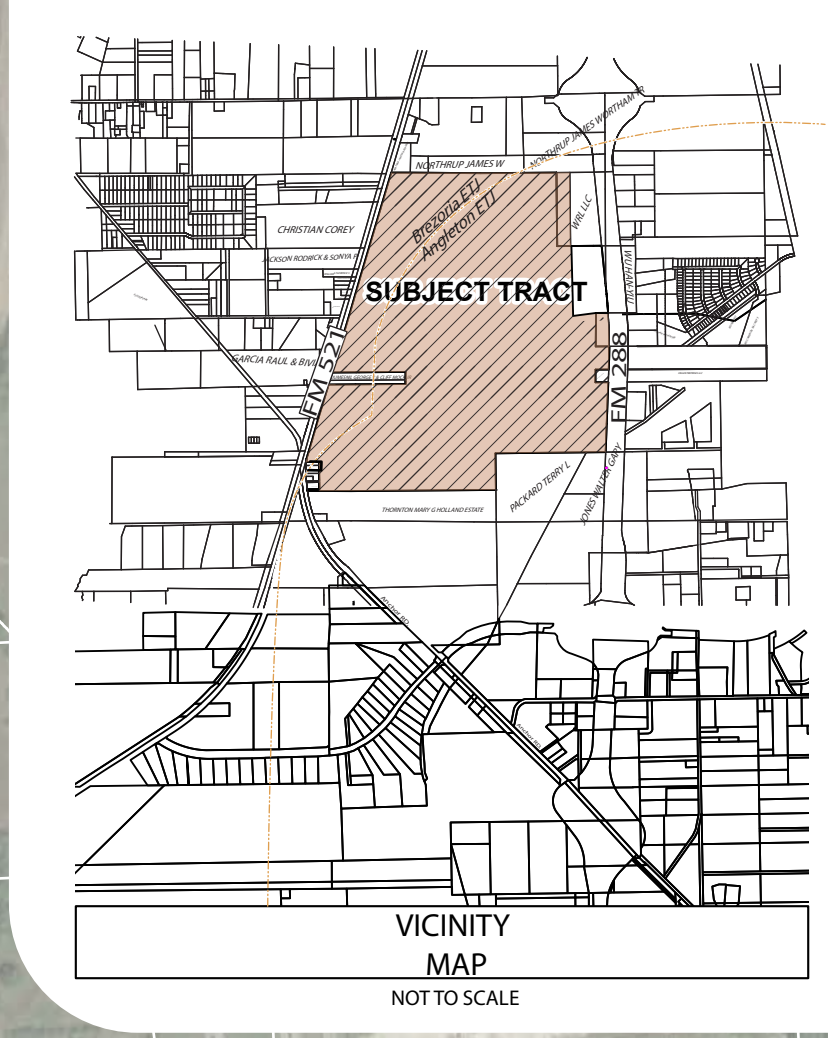
- 1,879 Traditional Residential Lots (in negotiation)
- 188 Specialty Residential Lots
- 8.2 Acres Commercial

- 15.1 Ac Elementary School/Jr. High 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.

Note that a Strategic Partnership Agreement (“SPA Agreement”) will be later finalized and presented to city council for approval. As a component of the Development Agreement, the City and the Brazoria County Municipal Utility District No. 82 will execute the SPA Agreement that will allow limited purpose annexation of the commercial property as permitted by the Texas Water Code wherein the City will be able to collect sales and use tax.

#### **RECOMMENDATION:**

Staff recommends that Council discusses and executes the proposed development agreement upon finalization between City of Angleton and ANCHOR HOLDINGS MP, LLC and WILDROCK HOLDINGS, LLC for Ashland Development with the noted necessary revisions, and upon legal review by both the City and counsel for the Developer.



**LAND USE ANALYSIS**

<b>TRADITIONAL RESIDENTIAL</b>		<b>±451.3 Ac.</b>
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.
<b>TOTAL</b>		<b>±1,795 LOTS</b>
<b>SPECIALITY RESIDENTIAL</b>		<b>±28.1 Ac.</b>
SP	R1 - SPECIALTY - TYP. VARIES	±165 LOTS ±28.1 Ac.
<b>TOTALS</b>		<b>1,960 LOTS ±479.4 Ac.</b>
<b>NON-RESIDENTIAL</b>		<b>±66.1 Ac.</b>
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.

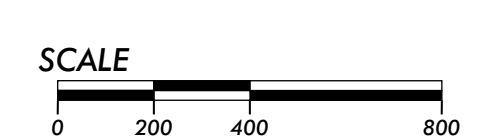
**CONSTRAINTS ±58.7 Ac.**

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

**PROJECT TOTAL ±879.9 Ac.**



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

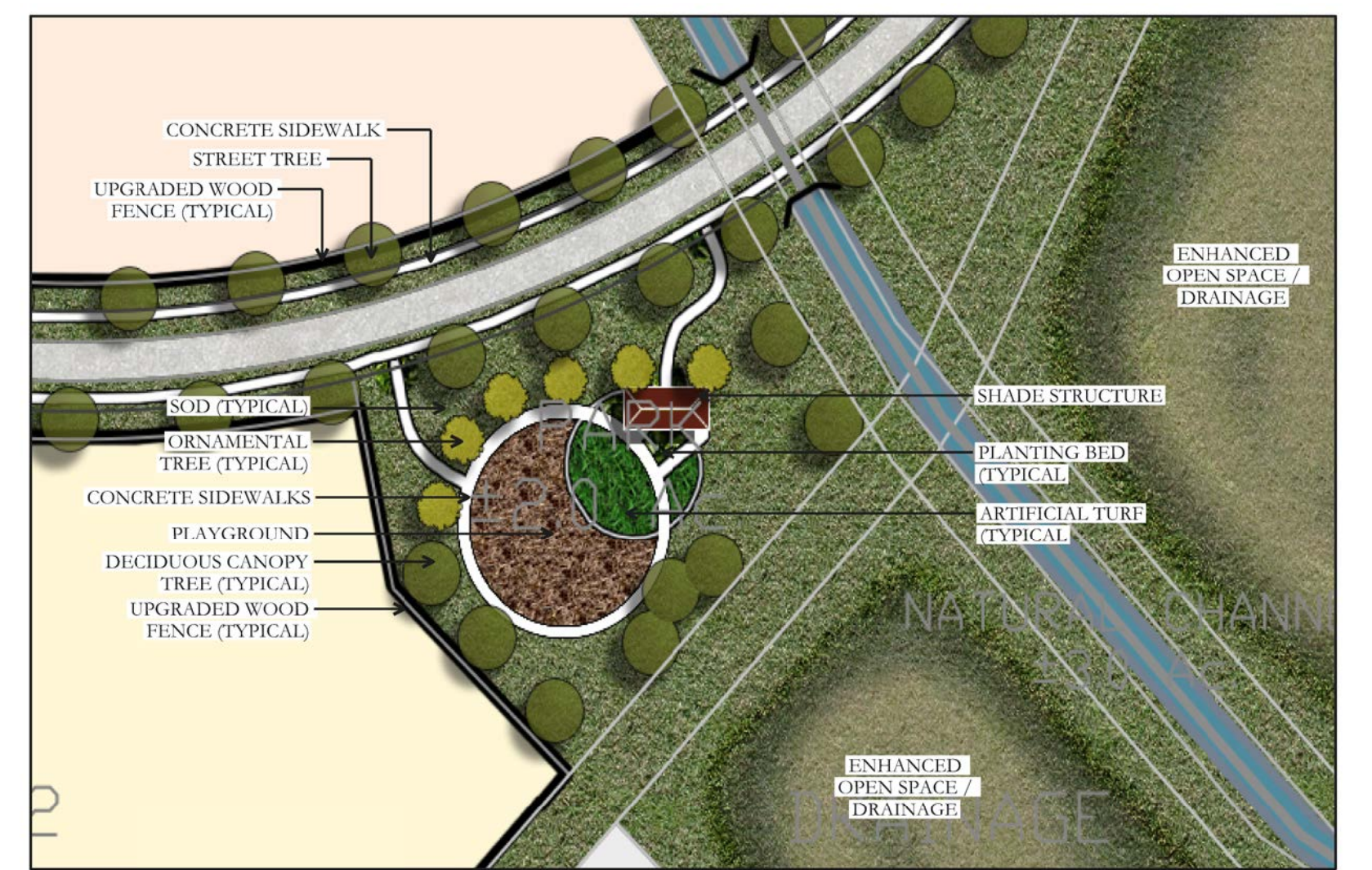
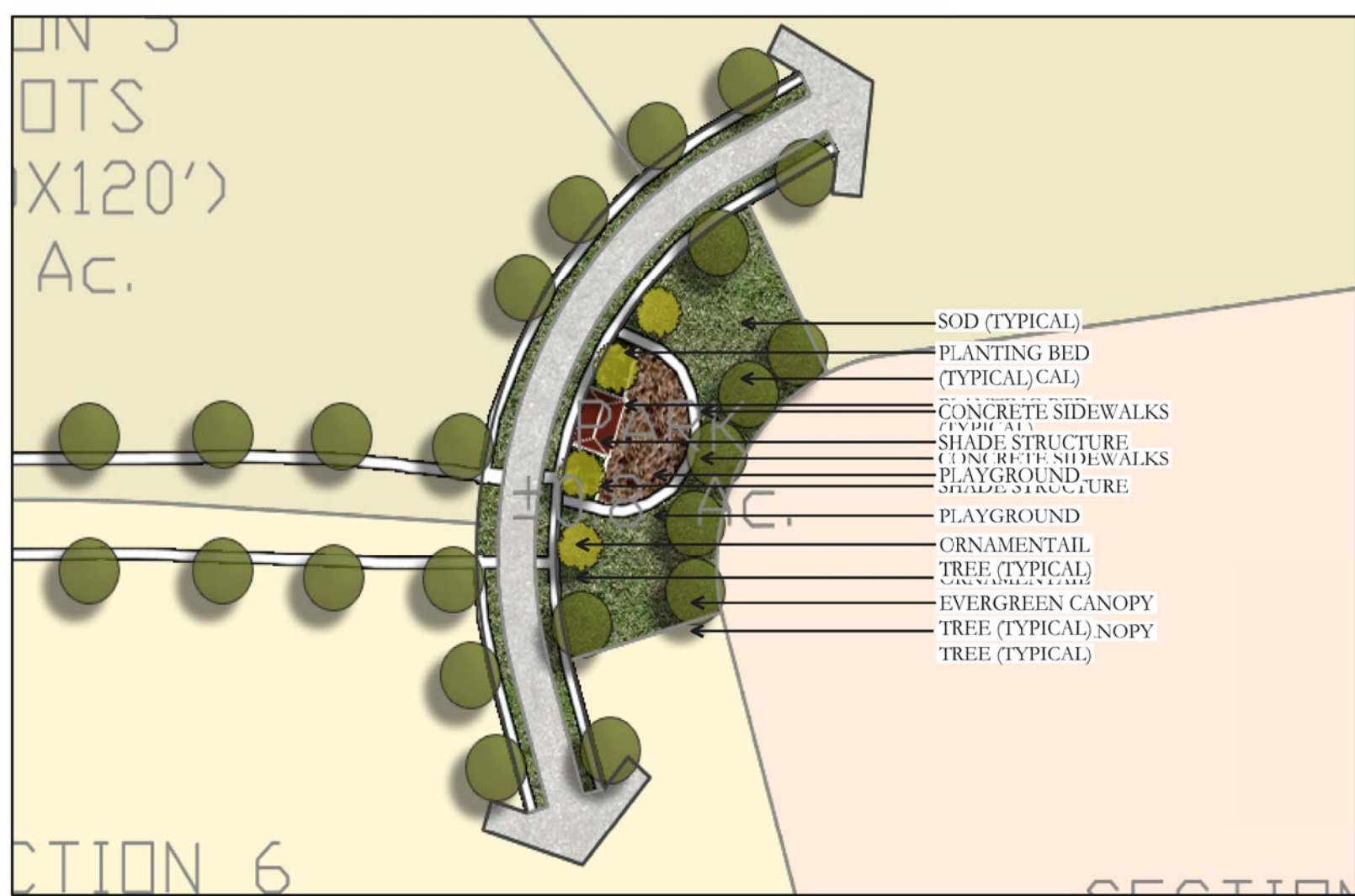
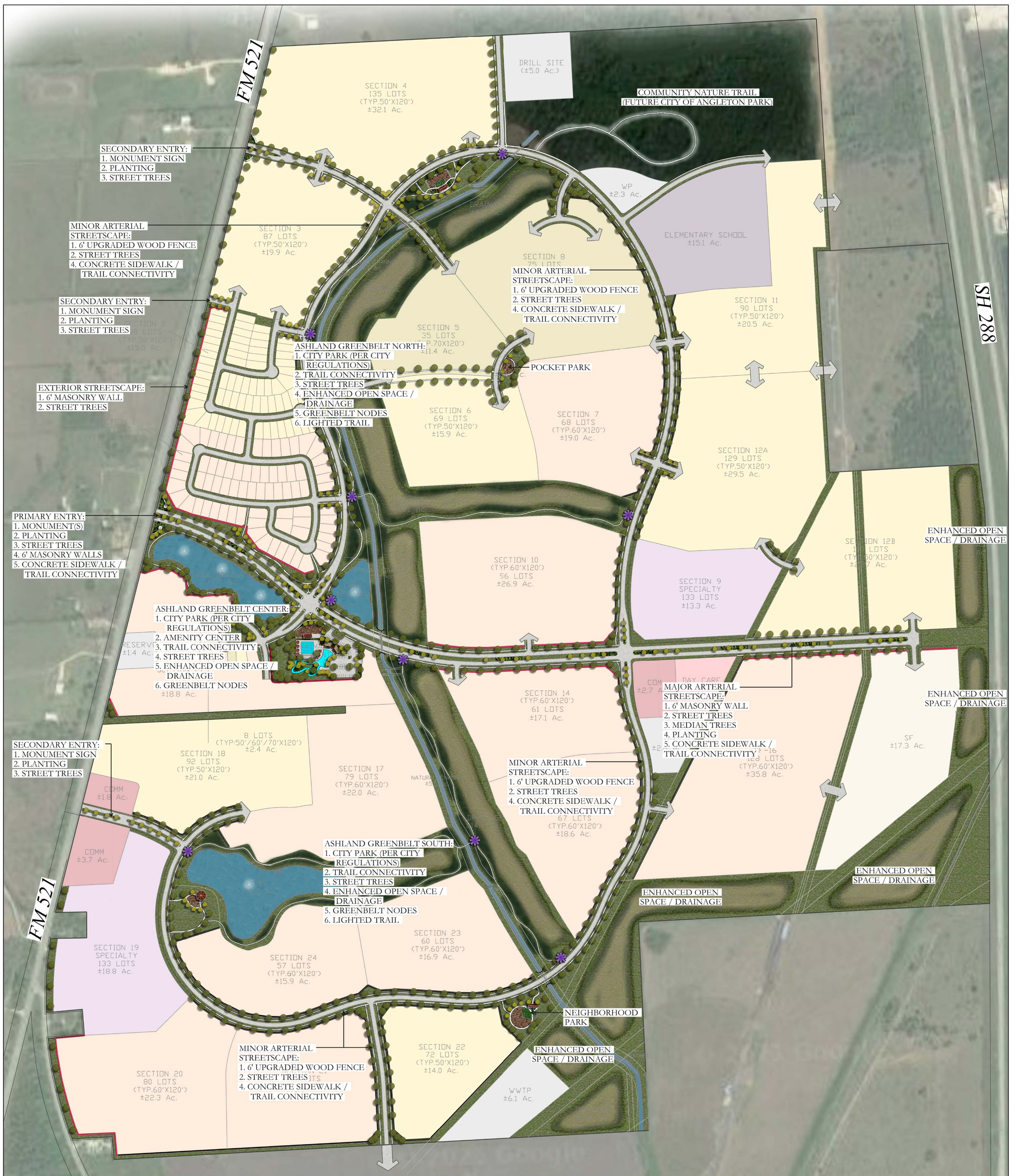


META-78006  
 OCTOBER 7, 2022

● = WELL SITE

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.







# ASHLAND GREENBELT NORTH

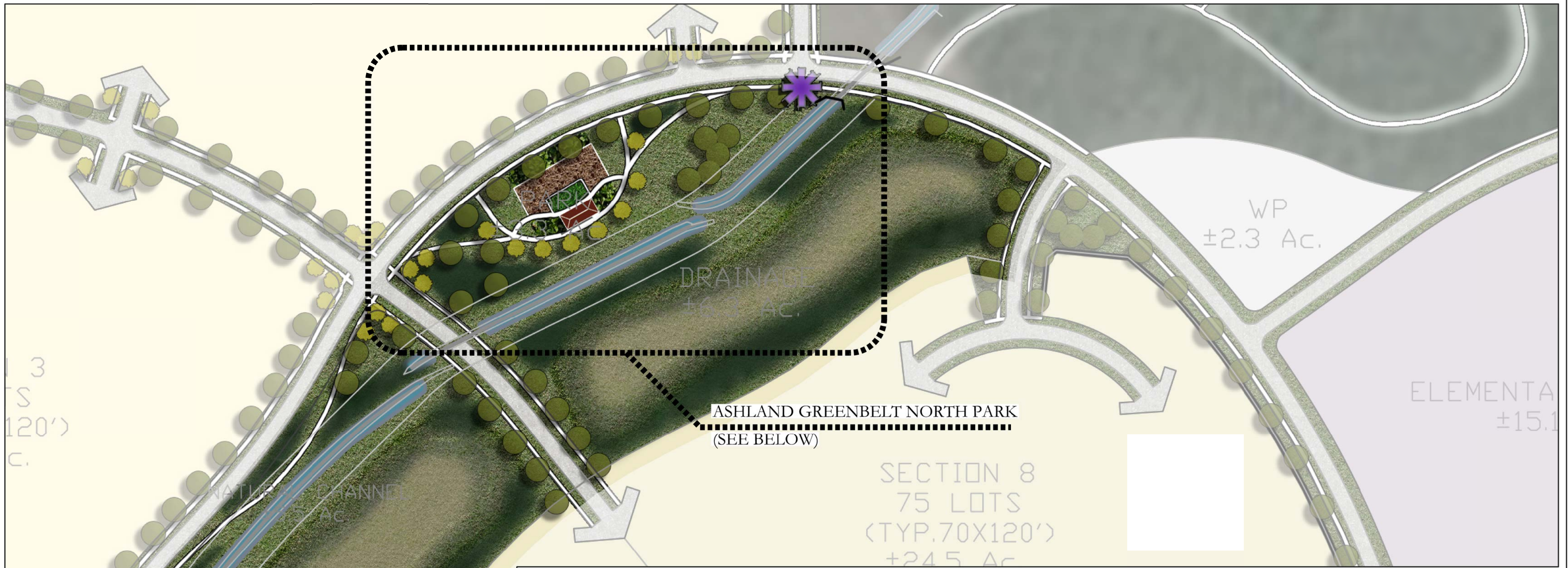
## FEATURES

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



## GREENBELT NODE

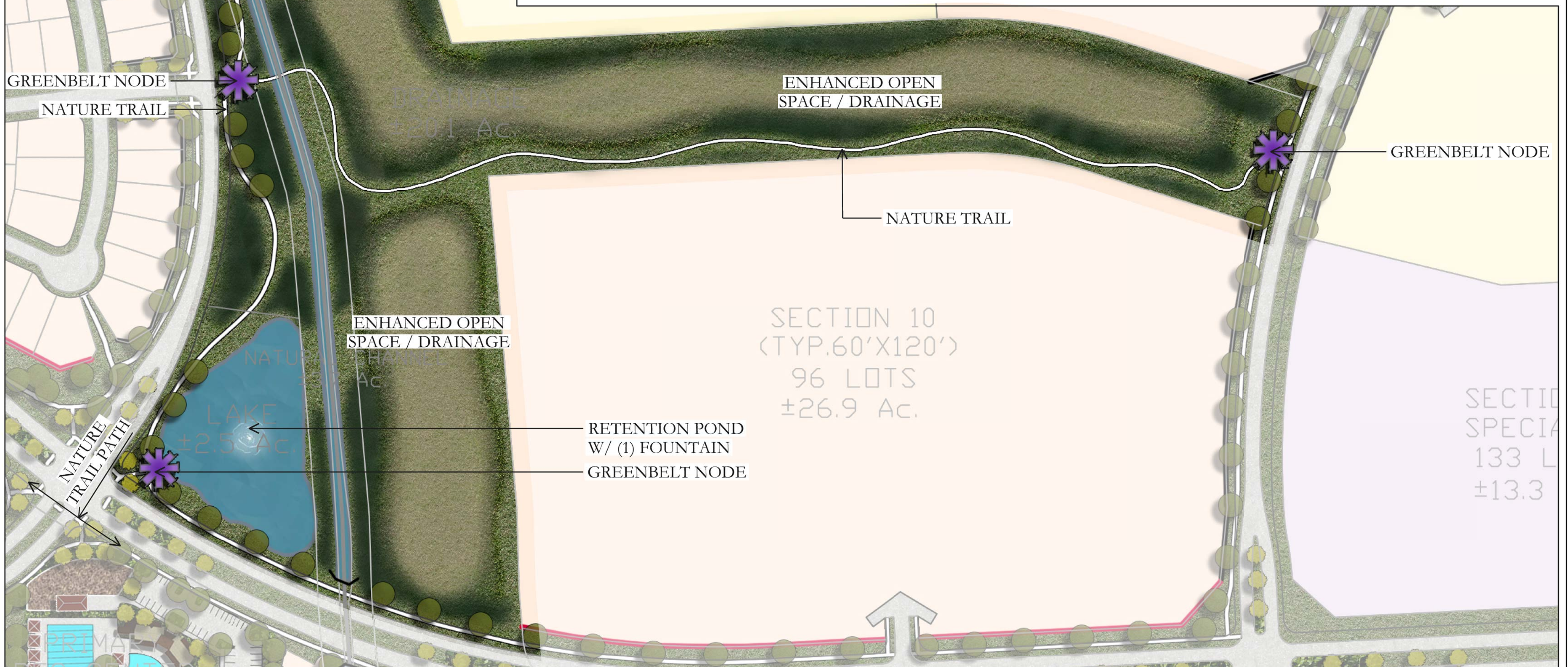
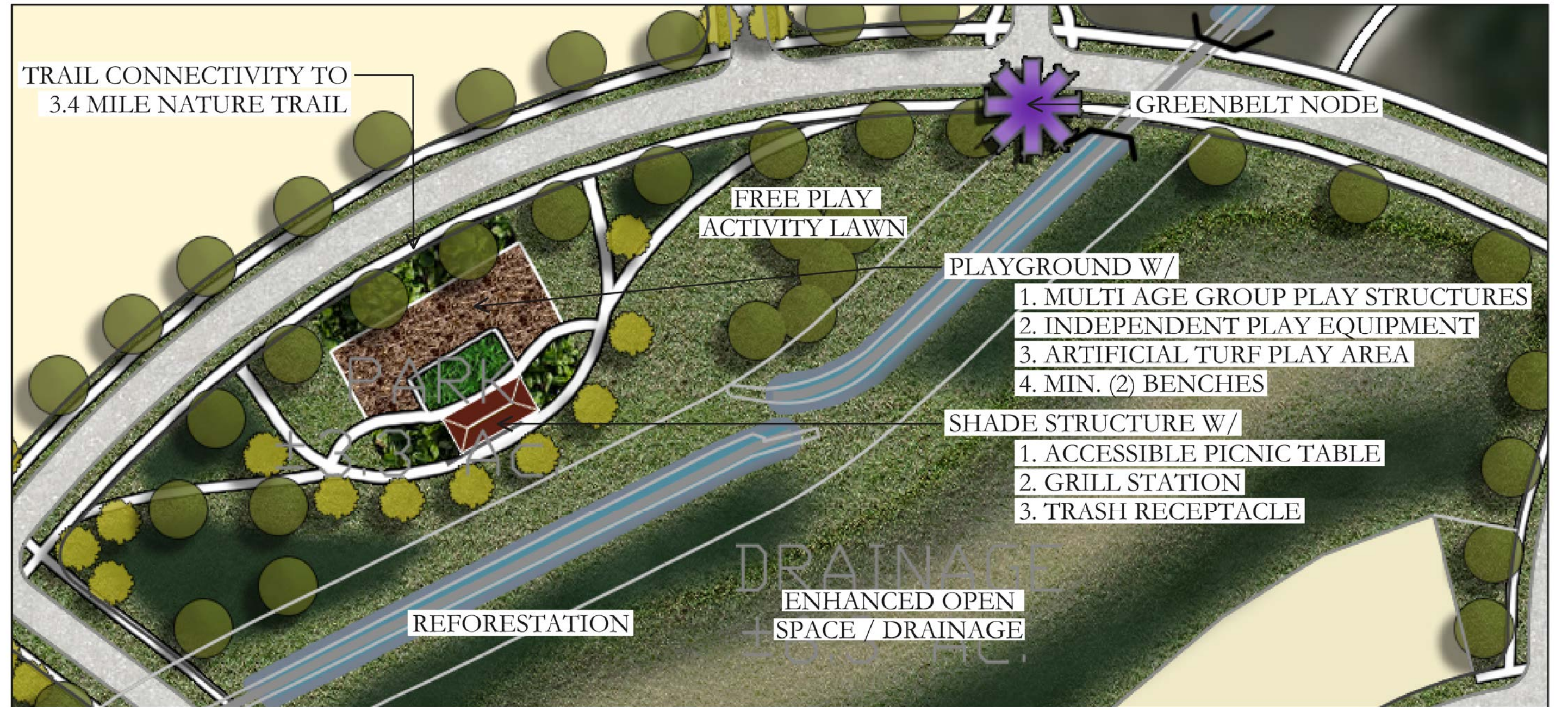
- MIN. 400 SQ. FT. PATIO SPACE
- SHADE STRUCTURE
- TRASH RECEPTACLE
- BENCH



## 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/<br>- ACCESSIBLE PICNIC TABLE<br>- GRILL STATION<br>- TRASH RECEPTACLE             |
| 3. STANDARD SUBDIVISION UTILITIES   | 9. PLAYGROUND W/<br>- (1) 5-12 PLAY STRUCTURE<br>- (1) INDEPENDENT PLAY EQUIPMENT<br>- MIN. (2) BENCHES |
| 4. WIRELESS NETWORK INFRASTRUCTURE  |   |
| 5. STREET TREES   |   |



ASHTON GRAY  
Angleton, TX Residential Development



THIS EXHIBIT SHOWS PERTINENT DATA NECESSARY TO CONVEY A CONCEPT AND IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSES. THE DESIGN AND CONSTRUCTION OF THE PROJECT SHALL BE BASED ON THE INFORMATION PROVIDED HEREIN UNLESS OTHERWISE SPECIFIED. THE INFORMATION PROVIDED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION PROVIDED HEREIN IS SUBJECT TO CHANGE WITHOUT NOTICE. PROPERTY RECORDS, SURVEY DATA, AND OTHER INFORMATION IS PROVIDED FOR THE RECORD OF THE OFFICE OF THE COUNTY CLERK. THE INFORMATION PROVIDED HEREIN IS SUBJECT TO CHANGE WITHOUT NOTICE.

# 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

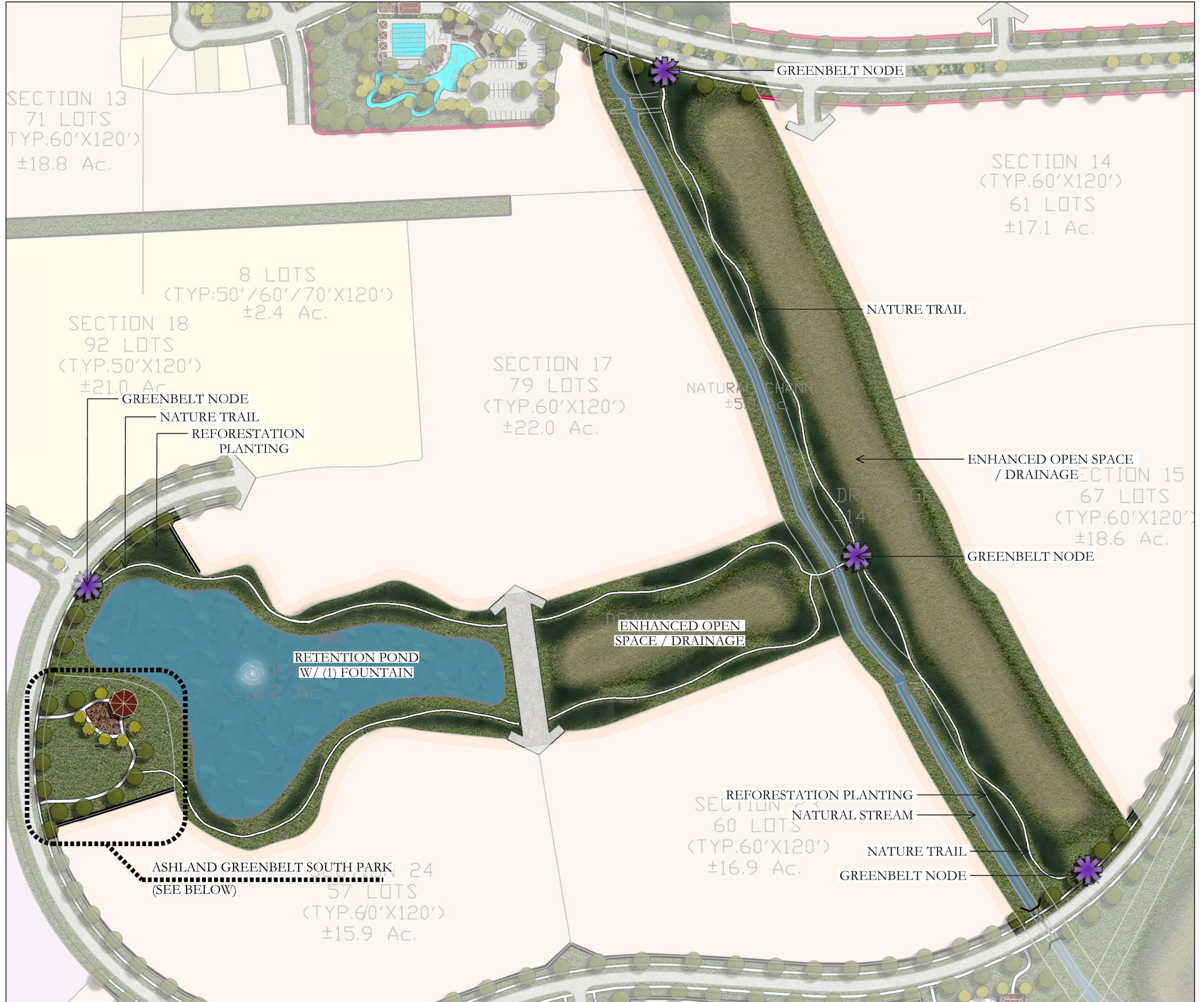
## FEATURES

- 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

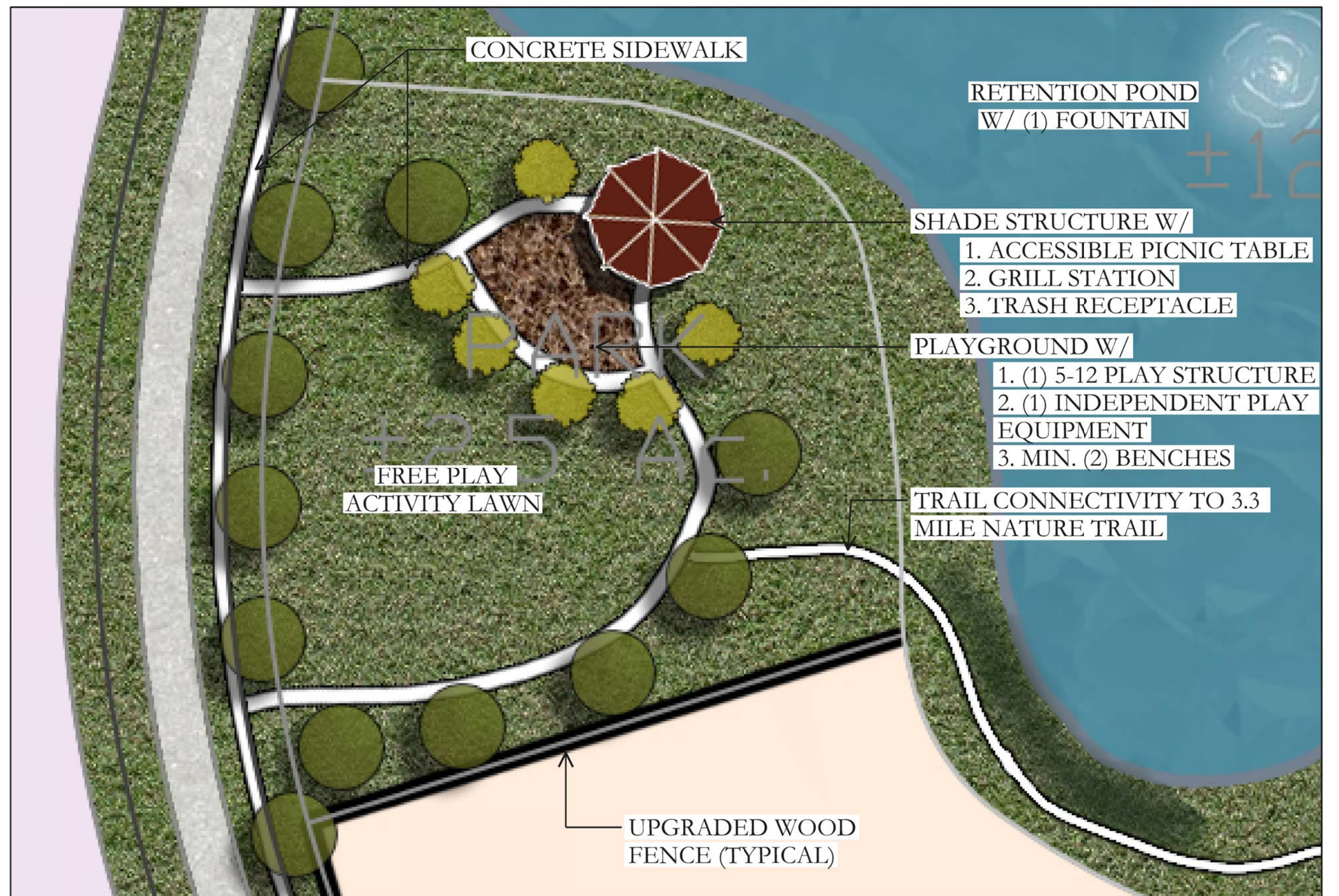
- MIN. 400 SQ. FT. PATIO SPACE
- SHADE STRUCTURE
- TRASH RECEPTACLE
- BENCH



# 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



## AGENDA ITEM SUMMARY FORM

---

**MEETING DATE:** March 14, 2023

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

**AGENDA CONTENT:** Discussion and possible action on the preliminary plat of the Ashland Project Street Dedication #3.

**AGENDA ITEM SECTION:** Regular Agenda

---

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY.** This is a request for approval of the Ashland Project Street Dedication #3 Preliminary Plat (Attachment 1). The subject property is located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523. The development agreement is still pending, which will establish standards for the Ashland Project as well as Park Dedication requirements.

City Engineer comments are provided in Attachment 2. Pursuant to Section II County Regulatory Authority of the existing interlocal agreement between the City of Angleton and Brazoria County, the County shall have exclusive jurisdiction in the following matters: Subsection (b): Regulate the construction of any and all roads located within a subdivision of property that will be located within the City's ETJ, including but not limited to, planning, review, construction, bonding, inspection and acceptance of any newly constructed road or street. County authority shall also apply to the improvement, removal, relocation, or abandonment of any existing road or streets in City's ETJ. County's oversight of roads shall be performed using the most current and applicable construction standards adopted by County. For roads, the construction of which are governed by a development agreement between City and developer, County and City shall jointly coordinate and cross-reference construction standards to verify that the roads are constructed to meet or exceed County standards.

### Planning & Engineering Review and Comments:

The Development Agreement is pending final approval by City Council. The applicant has cleared all the notes and comments required as approved by the Planning Commission.

1. The certificates (Dedication Statement and maintenance and operation of the Drainage Easements) will be updated to reflect the DA at the final plat stage/once the DA has been approved.

2. The pipeline abandonment and shown documentation shall be submitted prior to approving any Construction Plans for the affected areas/reserves shown.

**Recommendation.** The planning and zoning commission voted unanimously 5-0 to approve this plat application subject to the execution of the development agreement and recommends it to City Council for final action.



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.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

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:

That I, Steve Jares, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monument shown thereon were properly placed under my supervision.

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

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

DISCLAIMER AND LIMITED WARRANTY

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

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

GENERAL NOTE:

- "U.E." INDICATES UTILITY EASEMENT.
- "1' RES." INDICATES ONE FOOT RESERVE.  
dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revert in the dedicatior, his heirs assigns, or successors.
- ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- 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 VULIATE, 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 (NAVD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS\_1012 AND HCOG\_14012.
- THESE TRACTS LIE WITHIN ZONE "X" AND ZONE "X-SHADED" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 485458, MAP NUMBER 48039C0430K, PANEL 430, SUFFIX "K" DATED DECEMBER 30, 2020, FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS.
- THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC, WITH THE AID OF INFORMATION PROVIDED BY QUIDDITY ENGINEERING, LLC.
- QUIDDITY ENGINEERING, LLC, TBPE FIRM REGISTRATION No. F-23290, TBPLS FIRM REGISTRATION No. 10046100., IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.
  - PROPOSED MONUMENTS TO BE SET BY QUIDDITY ENGINEERING, LLC., UPON RECORDATION OF A FINAL PLAT.
- LOTS WITHIN THIS SUBDIVISION SHALL BE SERVICED BY THE FOLLOWING PROVIDERS: BRAZORIA COUNTY MUD #82, CENTERPOINT, TEXAS NEW MEXICO POWER, AND CENTRIC GAS & FIBER.

LEGEND:

- "B.L." INDICATES BUILDING LINE.
- "AC." INDICATES ACREAGE.
- "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.
- " [A] " INDICATES RESERVE NUMBER.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 24.91 acre tract of land situated in Shubael Marsh Surveys, Abstract Nos. 81 & 82 in Brazoria County, Texas, being out of a called 469.08 acre tract conveyed to Anchor Holdings MP, LLC by Special Warranty Deed recorded in Clerk's File No. 01-008055 of the Official Records of Brazoria County (ORBC), being in the east line of F.M. Highway 521 recorded in Volume P, Page 201;

COMMENCING at a found concrete monument for the northwest corner of said 469.08 acre tract, common with the southwest corner of a called 2.97 acre tract of land conveyed to James W. Northrup & Deborah Northrup by Warranty Deed with Vendor's Lien recorded in Clerk's File No. 01-008055 of the Official Records of Brazoria County (ORBC), said 24.91 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

- THENCE, over and across said 469.08 acre tract the following twenty six (26) courses and distances:
- South 65°37'39" East, 1741.98 feet to the **POINT OF BEGINNING** of the herein described subject tract;
  - South 06°52'05" East, 70.00 feet to a point for corner marking the beginning of a non-tangent curve to the right;
  - Along the arc of said non-tangent curve to the right, having a radius of 715.00 feet, a central angle of 36°53'55", an arc length of 460.46 feet, and a long chord bearing South 78°25'07" East, with a chord length of 452.54 feet to a point for corner marking the beginning of a compound curve to the right;
  - Along the arc of said compound curve to the right, having a radius of 25.00 feet, a central angle of 93°33'50", an arc length of 40.82 feet, and a long chord bearing South 13°11'15" East, with a chord length of 36.44 feet to a point for corner marking the beginning of a reverse curve to the left;
  - Along the arc of said reverse curve to the left, having a radius of 430.00 feet, a central angle of 34°03'55", an arc length of 33.91 feet, and a long chord bearing South 38°23'15" West, with a chord length of 251.91 feet to a point for corner marking the beginning of a reverse curve to the right;
  - Along the arc of said reverse curve to the right, having a radius of 25.00 feet, a central angle of 77°42'59", an arc length of 33.91 feet, and a long chord bearing South 38°23'15" West, with a chord length of 31.37 feet to a point for corner marking the beginning of a reverse curve to the left;
  - Along the arc of said reverse curve to the left, having a radius of 320.00 feet, a central angle of 01°16'31", an arc length of 7.12 feet, and a long chord bearing South 76°36'28" West, with a chord length of 7.12 feet to a point for corner;
  - North 14°01'46" West, 125.00 feet to a point for corner;
  - South 70°08'52" West, 90.29 feet to a point for corner;
  - South 58°30'09" West, 91.70 feet to a point for corner;
  - South 47°48'28" West, 178.80 feet to a point for corner;
  - South 63°17'42" West, 570.00 feet to a point for corner;
  - South 44°34'38" West, 455.00 feet to a point for corner;
  - South 36°12'11" West, 190.26 feet to a point for corner;
  - South 21°46'37" West, 66.45 feet to a point for corner;
  - South 16°30'19" East, 324.58 feet to a point for corner;
  - South 74°29'44" West, 383.33 feet to a point for corner;
  - North 15°30'16" West, 60.00 feet to a point for corner marking the beginning of a non-tangent curve to the left;
  - Along the arc of said non-tangent curve to the left, having a radius of 630.00 feet, a central angle of 02°19'43", an arc length of 25.61 feet, and a long chord bearing South 73°19'52" West, with a chord length of 25.60 feet to a point for corner marking the beginning of a reverse curve to the right;
  - Along the arc of said reverse curve to the right, having a radius of 25.00 feet, a central angle of 87°16'51", an arc length of 38.08 feet, and a long chord bearing North 64°11'34" West, with a chord length of 34.51 feet to a point for corner marking the beginning of a compound curve to the right;
  - Along the arc of said compound curve to the right, having a radius of 745.00 feet, a central angle of 37°04'06", an arc length of 481.99 feet, and a long chord bearing North 02°01'06" West, with a chord length of 473.62 feet to a point for corner;
  - North 73°29'03" West, 70.00 feet to a point for corner marking the beginning of a non-tangent curve to the right;
  - Along the arc of said non-tangent curve to the right, having a radius of 915.00 feet, a central angle of 26°23'37", an arc length of 375.44 feet, and a long chord bearing North 29°42'46" East, with a chord length of 372.12 feet to a point for corner;
  - North 42°54'34" East, 314.82 feet to a point for corner marking the beginning of a curve to the right;
  - Along the arc of said curve to the right, having a radius of 3035.00 feet, a central angle of 15°53'23", an arc length of 841.69 feet, and a long chord bearing North 50°51'16" East, with a chord length of 839.00 feet to a point for corner marking the beginning of a compound curve to the right;
  - Along the arc of said compound curve to the right, having a radius of 785.00 feet, a central angle of 24°19'58", an arc length of 333.38 feet, and a long chord bearing North 70°57'56" East, with a chord length of 330.88 feet to the **POINT OF BEGINNING, CONTAINING** 24.91 acres of land in Brazoria County, Texas.

# ASHLAND STREET DEDICATION 3 BEING 24.90 ACRES OF LAND CONTAINING THREE RESERVES IN TWO BLOCKS.

OUT OF THE SHUBAEL MARSH SURVEYS, 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**  
3100 ALVIN DEVANE BLVD #150  
AUSTIN, TEXAS 78741  
(512) 441-9493

SURVEYOR  
**QUIDDITY ENGINEERING, LLC**  
6330 W LOOP S, SUITE 150  
BELLAIRE, TEXAS 77401  
TBPELS Firm Registration No. 10046104

PLANNER:

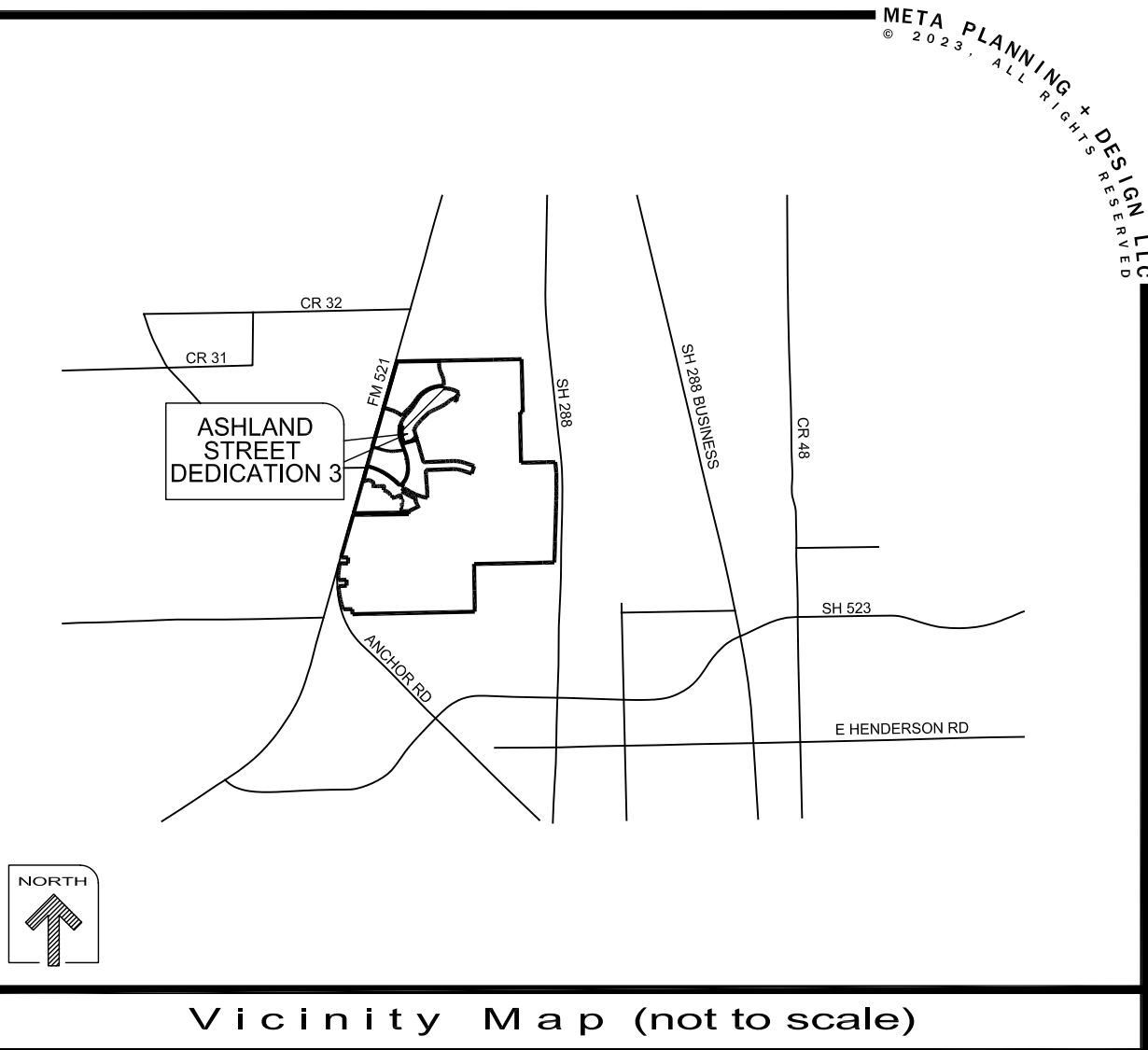
**META**  
PLANNING + DESIGN  
META PLANNING + DESIGN LLC  
24285 KATY FREEWAY, SUITE 525  
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'  
0 100 200

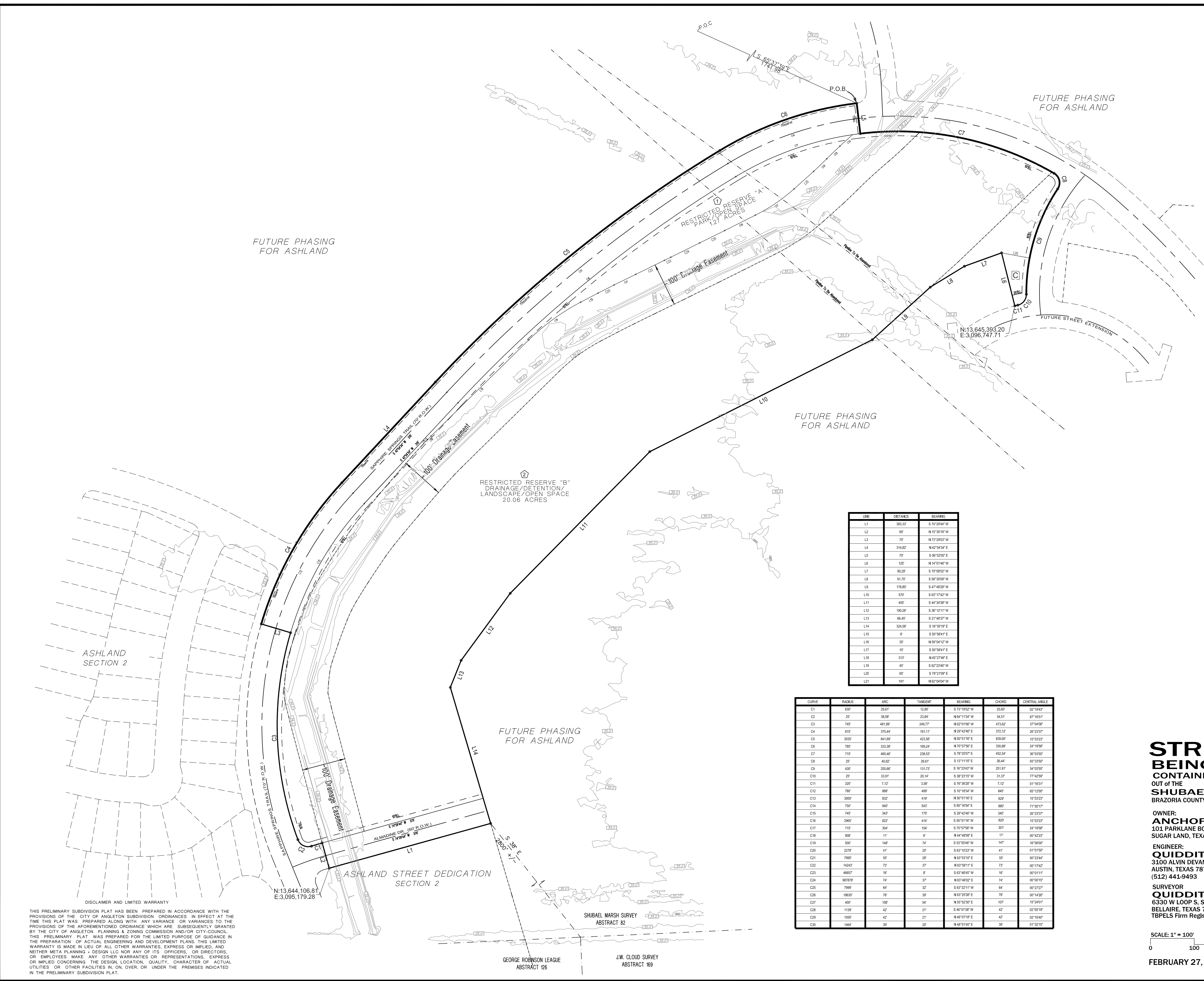
FEBRUARY 27, 2023

PAGE: 1 OF 2

MTA# 78006



Vicinity Map (not to scale)



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

RESERVE	ACREAGE	SQ. FT.	LAND USE
A	+1.27	55,499	PARK/ OPEN SPACE
B	+20.06	874,084	DRAINAGE/DETENTION/ LANDSCAPE/OPEN SPACE
C	+0.10	4,778	DRAINAGE/DETENTION/ LANDSCAPE/OPEN SPACE

LINE	DISTANCE	BEARING
L1	383.37	S 74°29'44" W
L2	60'	N 15°30'16" W
L3	70'	N 72°28'00" W
L4	314.82'	N 42°54'34" E
L5	70'	S 06°52'00" E
L6	125'	N 14°51'46" W
L7	90.29'	S 70°58'52" W
L8	81.70'	S 58°30'00" W
L9	178.80'	S 47°48'28" W
L10	570'	S 63°17'42" W
L11	455'	S 44°34'38" W
L12	195.24'	S 38°12'11" W
L13	86.45'	S 21°48'33" W
L14	324.58'	S 18°30'18" W
L15	0'	S 50°58'44" E
L16	30'	N 50°04'12" W
L17	10'	S 50°58'44" E
L18	30'	N 40°27'48" E
L19	45'	S 62°23'48" W
L20	60'	S 70°21'00" E
L21	191'	N 62°54'04" W

CURVE	RADIUS	ARC	TANGENT	BEARING	CHORD	CENTRAL ANGLE
C1	630'	25.61'	12.80'	S 73°12'52" W	25.60'	02°19'43"
C2	25'	38.89'	23.84'	N 64°11'34" W	34.51'	07°18'51"
C3	740'	48.199'	240.77'	N 52°01'08" W	473.62'	37°18'08"
C4	810'	335.44'	191.61'	N 32°42'48" E	372.12'	38°23'07"
C5	3030'	841.887'	431.58'	N 50°51'18" E	639.00'	15°53'22"
C6	780'	333.39'	166.24'	N 78°57'36" E	330.88'	24°18'58"
C7	710'	480.49'	238.52'	S 78°25'00" E	452.54'	38°53'50"
C8	25'	40.82'	26.61'	S 13°11'10" E	35.44'	03°33'50"
C9	430'	255.60'	131.72'	S 16°52'43" W	251.91'	34°10'50"
C10	25'	33.91'	20.14'	S 38°23'15" W	31.37'	77°42'58"
C11	320'	7.52'	3.56'	S 78°38'28" W	7.52'	01°18'31"
C12	780'	888'	488'	S 10°18'34" W	840'	05°12'00"
C13	3000'	832'	418'	N 50°51'18" E	829'	15°52'23"
C14	750'	940'	540'	S 80°18'00" E	880'	71°59'17"
C15	740'	340'	170'	S 20°42'48" W	340'	38°23'07"
C16	2860'	822'	414'	S 50°51'18" W	820'	15°53'22"
C17	710'	384'	194'	S 70°57'36" W	301'	24°18'58"
C18	908'	11'	0'	N 44°48'00" E	11'	00°42'23"
C19	500'	148'	74'	S 53°58'48" W	147'	18°58'00"
C20	2278'	41'	20'	S 63°10'23" W	41'	01°01'50"
C21	7980'	50'	25'	N 63°52'18" E	50'	00°23'44"
C22	14243'	73'	37'	N 83°58'11" E	73'	00°17'42"
C23	46657'	16'	8'	S 63°48'48" W	16'	00°01'11"
C24	987818'	74'	37'	N 63°48'00" E	74'	00°00'10"
C25	7980'	44'	22'	S 63°52'11" W	44'	00°23'27"
C26	18035'	76'	38'	N 63°52'38" E	76'	00°14'08"
C27	430'	108'	54'	N 50°51'18" W	107'	15°54'01"
C28	1139'	42'	21'	S 46°51'38" W	42'	02°58'18"
C29	1000'	42'	21'	N 48°51'18" E	42'	02°18'40"
C30	1484'	39'	20'	N 48°51'48" E	39'	01°32'10"

# ASHLAND STREET DEDICATION 3

## BEING 24.90 ACRES OF LAND CONTAINING THREE RESERVES IN TWO BLOCKS.

OUT OF THE SHUBAEL MARSH SURVEYS, 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**  
3100 ALVIN DEVANE BLVD #150  
AUSTIN, TEXAS 78741  
(512) 441-9493

SURVEYOR:  
**QUIDDITY ENGINEERING, LLC**  
6330 W LOOP S, SUITE 150  
BELLAIRE, TEXAS 77401  
TBPELS Firm Registration No. 10046104



SCALE: 1" = 100'

FEBRUARY 27, 2023

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

GEORGE ROBINSON LEAGUE ABSTRACT 126  
J.W. CLOUD SURVEY ABSTRACT 169



### APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 11/18/2022

TYPE OF PLAT APPLICATION

**ADMINISTRATIVE**  
MINOR   
AMENDING/REPLAT

**PRELIMINARY**  
RESIDENTIAL   
COMMERCIAL

**FINAL**  
RESIDENTIAL   
COMMERCIAL

Address of property: \_\_\_\_\_

Name of Applicant: Caitlin King Phone: 281-810-7228

Name of Company: META Planning + Design Phone: 281-810-1442

E-mail: cking@meta-pd.com

Name of Owner of Property: Ashton Gray Development

Address: 101 Parklane Blvd, Suite 102, Sugar Land, Texas, 77478

Phone: 281-810-7228 E-mail: cking@meta-pd.com


I HEREBY REQUEST approval of the preliminary and final plat of the subject property according to the plans which are submitted as a part of this application. I HEREBY AUTHORIZE the staff of the City of Angleton to inspect the premises of the subject property. I HEREBY SWEAR AND AFFIRM that all statements contained herein and attached hereto are true and correct to the best of my knowledge and belief.

Signature of Owner or Agent for Owner (Applicant) 

**NOTARIAL STATEMENT FOR APPLICANT:**

Sworn to and subscribed before me this 18 day of November, 2022.

(SEAL) 

  
Notary Public for the State of Texas  
Commission Expires: 01/18/2025

APPLICATION AND ALL REQUIRED DOCUMENTATION MUST BE SUBMITTED FOR REVIEW A MINIMUM OF 35 DAYS PRIOR TO THE NEXT PLANNING & ZONING COMMISSION MEETING. INCOMPLETE FORMS MAY BE DELAYED, DENIED, RETURNED TO THE APPLICANT; PLANNING & ZONING COMMISSION MEETS ON THE FIRST THURSDAY OF THE MONTH.

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

I swear that I am the owner of (indicate address and/or legal description) see attached metes and bounds descriptions

which is the subject of the attached application for land platting and is shown in the records of Brazoria County, Texas.

I authorize the person named below to act as my agent in the pursuit of this application for the platting of the subject property.

NAME OF APPLICANT: Caitlin King

ADDRESS: 24275 Katy Freeway, Suite 200, Katy, Texas, 77494

APPLICANT PHONE # 281-810-7228 E-MAIL: cking@meta-pd.com

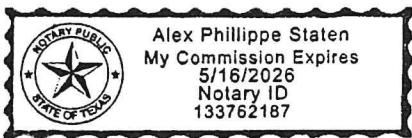
PRINTED NAME OF OWNER: Sudharschan Vembetty

SIGNATURE OF OWNER: [Signature] DATE: 7/19/2022

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 19 day of July, 2022.

(SEAL)



[Signature] Notary Public for the State of Texas Commission Expires: 5/16/2026

PROJECT SUMMARY FORM

Address of property \_\_\_\_\_

The subject property fronts \_\_\_\_\_ feet on the east \_\_\_\_\_ side of FM 521

Depth: \_\_\_\_\_ Area: 24.90 \_\_\_\_\_ Acres: 1,084,644 \_\_\_\_\_ square feet

INDICATE THE PURPOSE OF THE REQUESTED PLAT APPROVAL (BE SPECIFIC):

**The purpose of the requested plat is to continue the dedication of ROW and detention reserves within the Ashland Development.**

Is this platting a requirement for obtaining a building permit? \_\_\_\_\_ YES  \_\_\_\_\_ NO

INDICATE ADDITIONAL INFORMATION THAT WILL ASSIST WITH THE REVIEW OF THIS APPLICATION.

Name: Caitlin King

Date: 01/24/2023

DRILL SITE  
(±5.0 Ac.)

PROPOSED  
JR HIGH  
SCHOOL SITE  
±32.3 Ac.

POTENTIAL  
FUTURE ROAD  
(PROPOSE ROW DEDICATION ONLY)

PARK  
±1.3 AC.

PROPOSED  
ELEM  
SCHOOL SITE  
±15.9 Ac.

ASHLAND STREET  
DEDICATION 3

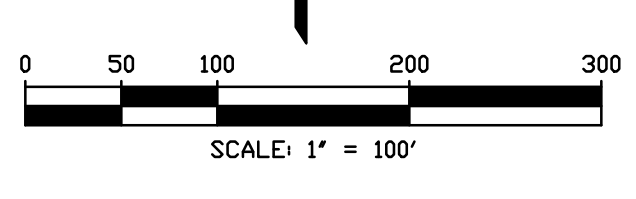
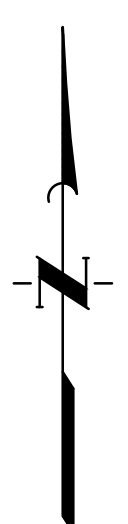
54" STM OUTFALL

54" STM OUTFALL





60" STM OUTFALL

60" STM OUTFALL

12" WTR

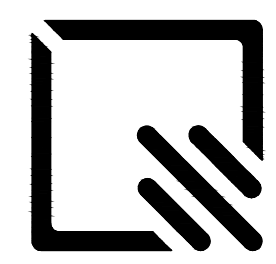


**LEGEND**

-  PLAT BOUNDARY
-  STORM SEWER LINE W/ MANHOLE
-  WASTEWATER LINE W/ MANHOLE
-  WATER LINE W/ HYDRANT

**ASHLAND  
STREET DEDICATION 3**  
PRELIMINARY DESIGN  
UTILITY ONE-LINES

01/24/23



**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100  
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** March 14, 2023

**PREPARED BY:** Kyle Reynolds, Assistant Director of Development Services

**AGENDA CONTENT:** Discussion and possible action regarding an update on the repairs of two substandard homes located at 320 W. Peach St. and 1124 N. Arcola St.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** None

**FUNDS REQUESTED:** None

**FUND:** None

### EXECUTIVE SUMMARY:

Development Services gave an update to City Council on October 11, 2022 on the repairs of two substandard existing homes located at 320 W. Peach St. and 1124 N. Arcola St.. Due to personal reasons, the owners were allowed additional time to complete the repairs.

Staff hopes to provide the Council with updates on the progress of the repairs of both properties (current photographs are attached).

The owner at 1124 N. Arcola St. will need to cease from occupying the RV on the premises, remove unit from City services and remove the RV from the rear yard once home is occupied.

### RECOMMENDATION:

Staff recommends that Council holds the discussion and give feedback and direction.

**Kyle Reynolds**

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**From:** Kyle Reynolds  
**Sent:** Thursday, February 9, 2023 4:28 PM  
**To:** Kyle Reynolds  
**Subject:** 1124 N Arcola



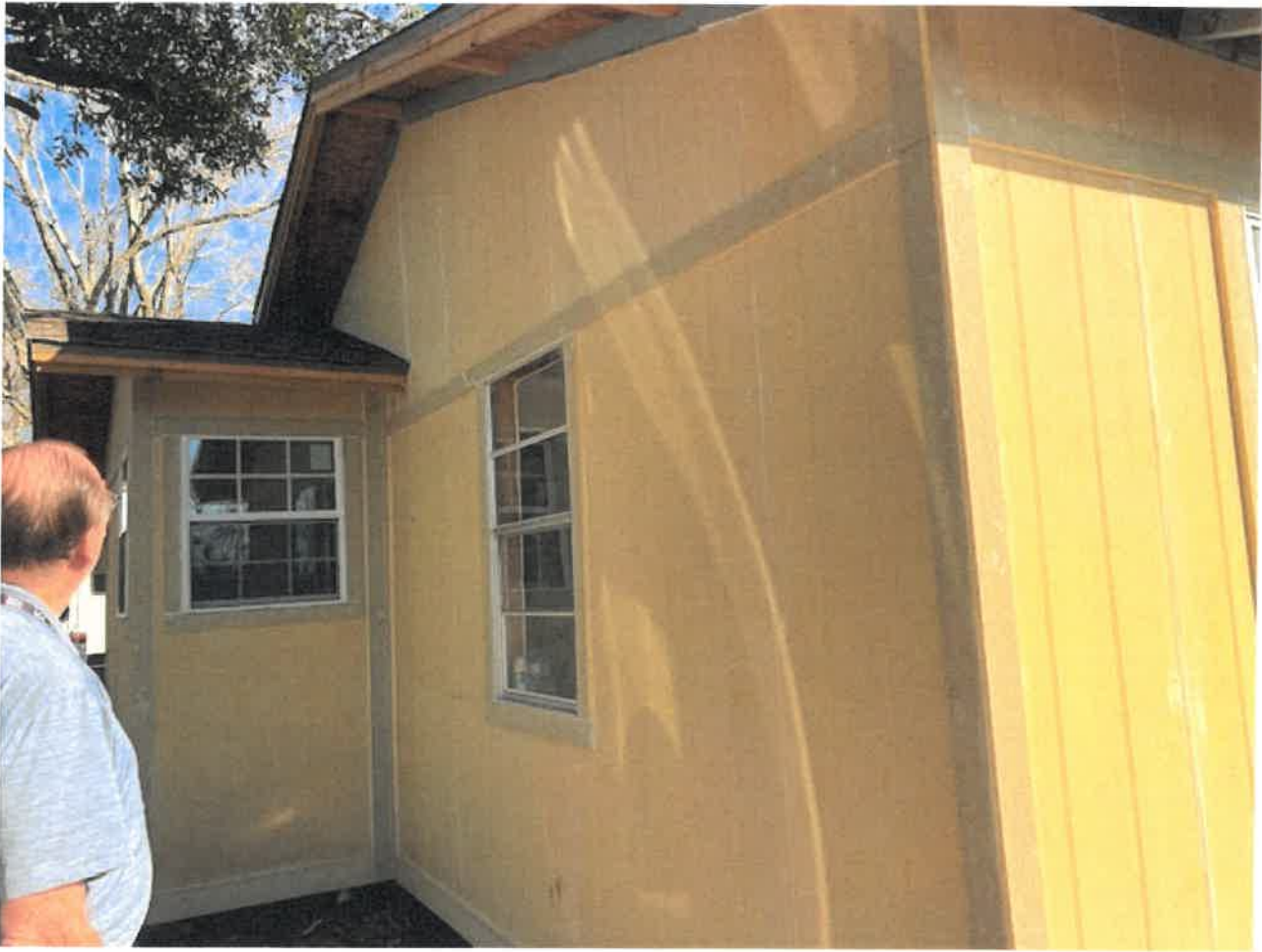
Sent from my iPhone



**Kyle Reynolds**

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**From:** Kyle Reynolds  
**Sent:** Thursday, February 9, 2023 4:28 PM  
**To:** Kyle Reynolds  
**Subject:** 1124 N Arcola



Sent from my iPhone

**Kyle Reynolds**

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**From:** Kyle Reynolds  
**Sent:** Thursday, February 9, 2023 4:28 PM  
**To:** Kyle Reynolds  
**Subject:** 1124 N Arcola



Sent from my iPhone

## Kyle Reynolds

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**From:** Kyle Reynolds  
**Sent:** Thursday, February 9, 2023 4:27 PM  
**To:** Kyle Reynolds  
**Subject:** 1124 N Arcola



Sent from my iPhone

**Kyle Reynolds**

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**From:** Kyle Reynolds  
**Sent:** Thursday, February 9, 2023 4:27 PM  
**To:** Kyle Reynolds  
**Subject:** 320 W Peach



Sent from my iPhone

**Kyle Reynolds**

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**From:** Kyle Reynolds  
**Sent:** Thursday, February 9, 2023 4:26 PM  
**To:** Kyle Reynolds  
**Subject:** 320 W Peach



Sent from my iPhone

## Kyle Reynolds

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**From:** Kyle Reynolds  
**Sent:** Thursday, February 9, 2023 4:26 PM  
**To:** Kyle Reynolds  
**Subject:** 320 W Peach



Sent from my iPhone



# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 3/14/23

**PREPARED BY:** Phill Conner

**AGENDA CONTENT:** Presentation of year-to-date financial report including an update of the revenue generated by the water & sewer rate increase.

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Presentation of the year-to-date financial report. Included in the presentation will be a discussion on the additional revenue generated by the water & sewer rate increase and the projects funded by the extra revenue.

**RECOMMENDATION:**

.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 3/14/2023

**PREPARED BY:** Phill Conner, Finance Director

**AGENDA CONTENT:** Discussion and possible action on Ordinance No. 20230314-000 amending the fiscal year 2022-2023 budget to include the general fund, the water fund, and miscellaneous minor funds; declaring a public necessity; providing a severability clause; providing an open meetings clause and an effective date.

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

The Mid-Year February, 2023 YTD Financial Review for FYE 2023 has identified the budget amendments in Exhibit A that are necessary for all Funds. The General Fund had increases in Increases and decreases in Expenses resulting in a net amount of \$65,034. The Water Fund had increases and decreases in expenses resulting in a net amount of \$837,836. The increased expenses are for maintenance projects for water and sewer. The revenue to pay for these expenses was included in the 2022-23 budget. However, the expenses were identified too late to be included in the 2022-23 budget. There were numerous increases and decreases in the miscellaneous minor funds.

**RECOMMENDATION:**

Staff recommends council approve the Ordinance No. 20230314-000.



**ORDINANCE NO. 20230314-010**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO INCLUDE THE GENERAL FUND, STREET FUND, WATER FUND AND MISCELLANEOUS MINOR FUNDS; DECLARING A PUBLIC NECESSITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Angleton adopted the City Budget for fiscal year 2022-2023 at a regular meeting of the Council held in September of 2022; and

**WHEREAS**, the City of Angleton seeks to amend and otherwise modify the City's budget for fiscal year 2022-2023; and

**WHEREAS**, the City Council finds that the proposed Budget Amendment is for legitimate municipal purposes and authorized by Texas Local Government Code Section 102.010; and

**WHEREAS**, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

**WHEREAS**, the General Fund had increases to Revenues and Expenses in the amount of \$65,034; and

**WHEREAS**, the Water Fund had increases to Revenue and Expenses in the amount of \$837,836; and

**WHEREAS**, there were numerous of increases and decreases in miscellaneous minor funds from budgeted amounts; and

**WHEREAS**, these amendments to the 2022-2023 City Budget for fiscal year 2022-2023 are for municipal purposes; and

**WHEREAS**, the City Council has determined that passage of this amendment is in the best interest of the City of Angleton and its residents and is a public necessity to properly reflect changes in expenditures in the budget which could not have been included in the budget through the use of reasonable diligent thought or attention.

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

**SECTION 1.** The matter and facts recited in the preamble hereof are hereby found and determined to be true and correct and are made a part of this Ordinance for all purposes.

**SECTION 2.** The following amendments to the City Budget for fiscal year 2022-2023 as set forth

in the attached Exhibit A are hereby incorporated herein by reference and made a part of this Ordinance for all purposes and are hereby approved in their entirety. The details of the amendments are more particularly described in the agenda action form.

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

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

**SECTION 5.** *Effective date.* That this Ordinance shall be effective and in full force upon adoption.

**SECTION 6:** *Proper Notice & Meeting.* It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551, as amended and that a quorum of the City Council was present.

**SECTION 7.** The City Manager, or his designee, shall file a true and correct copy of this ordinance with all attachments with the County Clerk of Brazoria County, Texas.

**SECTION 8.** This ordinance shall become effective March 14, 2023.

**PASSED AND APPROVED THIS THE 14<sup>TH</sup> DAY OF MARCH 2023.**

**CITY OF ANGLETON, TEXAS**

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Jason Perez  
Mayor

**ATTEST:**

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Michelle Perez, TRMC  
City Secretary

**EXHIBIT "A"**

City of Angleton

FYE 2022-23

Item 10.

Mid-Year Budget Amendment

Ord. # 20230314-000 Exhibit A

Line Item Number	Description	Current Budget	Increase/ (Decrease)	Amended Budget
<b>General Fund (01)</b>				
<b>General Fund Revenues</b>				
01-300-896	Animal Control Local Agreement	15,000	25,000	40,000
01-300-510	Trailer Park Permit Fees	6,000	1,000	7,000
01-300-511	Burglar Alarm Permits	5,000	2,000	7,000
01-300-512	Zoning/Variance/Platting fees	4,330	15,670	20,000
01-300-856	COVID-19 Revenue	-	18,605	18,605
<b>Total Revenue Increase/(Decrease)</b>			<b>62,275</b>	
<b>General Fund Expenses</b>				
01-500-415	Admin-Legal/Professional	125,000	50,000	175,000
01-502-115	HR - Longevity	360	(120)	240
01-502-205	HR - Supplies	1,664	120	1,784
01-502-417	HR - Professional Services	88,650	(15,000)	73,650
01-502-425	HR - Travel /Training	6,460	250	6,710
01-502-460	HR - Annual Software Fees	-	15,000	15,000
01-502-503	HR - Notary Fee	250	(250)	-
01-510-205	City Sec - General Supplies	2,500	1,200	3,700
01-513-550	EMC - Emergency Management	50,000	18,605	68,605
01-515-143	Finance - Phone Allowance	-	720	720
01-515-205	Finance - General Supplies	3,000	1,000	4,000
01-515-222	Finance - Publications	-	600	600
01-515-415	Finance - Legal & Professional	65,000	10,000	75,000
01-515-455	Finance - Contract Labor	5,000	1,500	6,500
01-520-205	Mun Ct - General Supplies	4,000	1,500	5,500
01-520-426	Mun Ct - Collection Agency	75,000	38,000	113,000
01-525-106	Police - PT Salaries	-	3,000	3,000
01-525-130	Police - Uniform Allowance	-	43,200	43,200
01-525-203	Police - Apparel	76,140	(43,200)	32,940
01-525-455	Police - Contract Labor	3,000	(3,000)	-
01-550-126	Parks - Certification	7,650	(5,000)	2,650
01-550-143	Parks - Phone Allowance	3,600	(1,750)	1,850
01-550-143	Parks - Phone Allowance	1,850	(850)	1,000
01-550-165	Parks - Medical Expense	150	850	1,000
01-550-220	Parks - Equipment Supplies	6,000	1,000	7,000
01-550-220	Parks - Equipment Supplies	7,000	2,000	9,000
01-550-220	Parks - Equipment Supplies	9,000	2,000	11,000
01-550-305	Parks - R&M Vehicles	2,000	(1,000)	1,000
01-550-310	Parks - R&M Equipment	7,000	(2,000)	5,000
01-550-315	Parks - R&M Infrastructure	27,600	(2,600)	25,000
01-550-315	Parks - R&M Infrastructure	25,000	(2,000)	23,000
01-550-405	Parks - Phone	2,544	5,000	7,544
01-550-405	Parks - Phones	7,544	2,600	10,144

Line Item Number	Description	Current Budget	Increase/ (Decrease)	Amended Budget
01-550-420	Parks - Dues/Subscriptions	13,344	(9,800)	3,544
01-550-440	Parks- Rental Expense	1,000	1,750	2,750
01-550-460	Parks - Annual Software Fees	-	9,800	9,800
01-555-105	IT - Salaries	261,872	(3,136)	258,736
01-555-210	IT - Office Supplies	200	600	800
01-555-221	IT - Small Equipment	-	3,400	3,400
01-555-310	IT - R&M Equipment	53,900	(3,000)	50,900
01-555-310	IT - R&M Equipment	50,900	(600)	50,300
01-555-310	IT - R&M Equipment	50,300	(3,400)	46,900
01-555-310	IT - R&M Equipment	46,900	(2,000)	44,900
01-555-310	IT - R&M Equipment	44,900	(34,632)	10,268
01-555-310	IT - R&M Equipment	10,268	(3,800)	6,468
01-555-425	IT - Travel/Training	6,000	2,000	8,000
01-555-455	IT - Contract Labor	6,000	3,136	9,136
01-555-460	IT - Annual Software	46,365	34,632	80,997
01-555-555	IT - Email Service	25,000	3,800	28,800
01-555-625	IT - Equipment CE	-	3,000	3,000
01-558-115	PW - Longevity	4,320	444	4,764
01-558-203	PW - Apparel	5,000	3,000	8,000
01-558-203	PW - Apparel	8,000	740	8,740
01-563-143	Park ROW - Phone Allowance	1,440	(720)	720
01-563-220	Park ROW - Equipment Supplies	6,500	(2,000)	4,500
01-563-310	Park ROW - R&M Equipment	5,500	720	6,220
01-563-310	Park ROW - R&M Equipment	6,220	2,000	8,220
	<b>Total Expense Increase/(Decrease)</b>		<b>127,309</b>	
	<b>Water Fund (03)</b>			
	<b>Water Fund Expenses</b>			
03-560-226	Collect - New Resident Welcome Kits	18,000	(18,000)	-
03-560-150	Collect - Unemployment	-	2,000	2,000
03-560-203	Collect - Apparel	1,000	267	1,267
03-560-205	Collect - General Supplies	1,000	1,000	2,000
03-560-220	Collect - Equipment Supplies	3,500	1,000	4,500
03-560-225	Collect - Billing Supplies	6,500	5,000	11,500
03-560-405	Collect - Phones	-	600	600
03-560-455	Collect - Contract Labor	-	2,933	2,933
03-565-225	Water - Chemical Supplies	2,000	10,500	12,500
03-565-315	Water - R&M Infrastructure	593,310	(3,000)	590,310
03-565-315	Water - R&M Infrastructure	590,310	(10,500)	579,810
03-565-417	Water - Laboratory Fee	37,000	(7,880)	29,120
03-565-550	Water - Emergency Management	35,000	5,000	40,000
03-565-675	Water - Maint Projects	-	423,610	423,610
03-570-115	Sewer - Longevity	3,960	(444)	3,516
03-570-115	Sewer - Longevity	3,516	(162)	3,354
03-570-203	Sewer - Apparel	4,000	360	4,360
03-570-315	Sewer - R&M Infrastructure	563,130	(740)	562,390
03-570-315	Sewer - R&M Infrastructure	562,390	(360)	562,030
03-570-315	Sewer - R&M Infrastructure	562,030	(1,036)	560,994

Line Item Number	Description	Current Budget	Increase/ (Decrease)	Amended Budget <span style="border: 1px solid black; padding: 2px;">Item 10.</span>
03-570-675	Sewer - Maint Projects	-	423,610	423,610
03-571-203	Plant Op - Apparel	2,000	1,036	3,036
03-571-320	Plant Op - R&M Building	80,000	(5,000)	75,000
03-571-417	Plant Op - Laboratory Fee	42,000	7,880	49,880
30-565-115	Water - Longevity	3,960	162	4,122
	<b>Total Expense Increase/(Decrease)</b>		<b>837,836</b>	
	<b>Rec Division Programs (50)</b>			
	<b>Rec Division Programs Expenses</b>			
50-506-414	Community Events	3,800	(448)	3,352
50-506-416	Health & Wellness	1,170	700	1,870
50-506-416	Health & Wellness	1,870	448	2,318
50-506-458	Contract Labor	700	(700)	-
	<b>Total Expense Increase/(Decrease)</b>		<b>-</b>	
	<b>Angleton Rec Center Fund (60)</b>			
	<b>Angleton Rec Center Expenses</b>			
50-506-316	Computer Maintenance	18,910	(4,470)	14,440
50-506-535	Lease Payments	-	4,470	4,470
60-506-316	Computer Maintenance	14,440	(7,940)	6,500
60-506-461	Annual Software Fee	-	7,940	7,940
60-506-315	Pool Maintenance	21,000	(3,000)	18,000
60-506-206	Chemical Supplies	23,560	3,000	26,560
60-506-316	Computer Maintenance	6,500	(170)	6,330
60-506-221	Small Equipment	-	170	170
	<b>Total Expense Increase/(Decrease)</b>		<b>-</b>	
	<b>KAB Fund 13</b>			
	<b>KAB Revenues</b>			
13-300-900	Transfer from Fund Balance	-	4,292	4,292
	<b>Total Revenue Increase/(Decrease)</b>		<b>4,292</b>	
13-500-615	KAB - Infrastructure Capital Expense	15,000	4,292	19,292
	<b>Total Expense Increase/(Decrease)</b>		<b>4,292</b>	



# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** March 14th, 2023

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Discussion and possible action on the naming of the Wastewater Treatment Plant, Wastewater Treatment Plant Lab, and the new Municipal Operations Center.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:**

**FUNDS REQUESTED:**

**FUND:**

**EXECUTIVE SUMMARY:** There are several facilities owned by the City of Angleton that are new, or under renovations. This is an opportunity to rename these facilities.

**WWTP - Angleton South Wastewater Treatment Plant**

**WWTP Lab - Flores Wastewater Laboratory:** This will be named after long time city employee, and chief operator Olga Flores.

**New Municipal Operations Center - King Municipal Operations Center:** This will be named after David Lee King. Mr. King dedicated 44 years to the City of Angleton before retiring in 2016.

**RECOMMENDATION:** Council discuss and approve staff’s recommendations on the naming of these facilities.