



Mayor | Jason Perez
Mayor Pro-Tem | John Wright
Council Members | Cecil Booth, Mark Gongora, Mikey Svoboda, Travis Townsend
City Manager | Chris Whittaker
City Secretary | Frances Aguilar

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, NOVEMBER 9, 2021, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

1. Presentation of employee service award.

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.

2. Discussion and possible action on Ordinance No. 20211109-002 amending the Code of Ordinances of the City of Angleton, Texas to modify all masculine and feminine language to gender neutral pronouns; providing for severability; providing for repeal; and providing an effective date.
3. Discussion and possible action on Resolution No. 20211109-003 extending the disaster declaration signed by the Mayor on March 17, 2020, through December 14, 2021;

repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

- [4.](#) Discussion and possible action on Resolution No. 20211109-004 extending the disaster declaration signed by the Mayor on September 13, 2021, through December 15, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
- [5.](#) Discussion and possible action on an agreement with Kimley-Horn to develop Angleton's Park Design Standards and authorize the City Manager to execute the agreement upon legal review.
- [6.](#) Discussion and possible action on an interlocal agreement with the Angleton Independent School District for the joint use and maintenance of property and authorize the City Manager to execute the agreement.
- [7.](#) Discussion and possible action on a proposal for banking services with First State Bank.
- [8.](#) Discussion and possible action on the Quarterly Investment Report for September 2021.

PUBLIC HEARINGS AND ACTION ITEMS

- [9.](#) Conduct a public hearing, discussion and possible action on Resolution No. 20211109-009 electing to participate in tax abatement agreements and setting guidelines.
- [10.](#) Conduct a public hearing, discussion, and possible action on Ordinance No. 20211109-010 rezoning 35.89 acres from Chapter 28, Zoning, Article III Zoning Districts Section 28-57 C-G - Commercial-General District to Chapter 28 Zoning, Article III Zoning Districts Section 28-52 MFR-29 Multifamily Residential-29 District (Apartments) of the Code of Ordinances of the City of Angleton, Texas; providing a severability clause; providing for a penalty; and providing for repeal and an effective date.
- [11.](#) Conduct a public hearing on levying the assessments for property within the Greystone Public Improvement District (PID) in accordance with Texas Local Government Code Section 372.

REGULAR AGENDA

- [12.](#) Discussion and possible action on Resolution No. 20211109-012 determining costs of the proposed public improvements in the Greystone Public Improvement District (PID), approving a proposed assessment roll, and making related findings and determinations, in accordance with chapter 372 of the Texas Local Government Code.
- [13.](#) Discussion and possible action on the Riverwood Ranch Subdivision Section Two final replat.
- [14.](#) Discussion and possible action on the Mulberry Fields Subdivision preliminary plat and variances.

EXECUTIVE SESSION

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

15. Discussion and possible action on Resolution No. 20211109-015 casting votes for candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District. Section 551.074 of the Texas Government Code.
16. Discussion and possible action on Ordinance No. 20211109-016 appointing Jeffrey R. Gilbert as the Municipal Court Judge for the Municipal Court of Record of the City of Angleton; and providing an effective date. Section 551.074 of the Texas Government Code.
17. Discussion and possible action on the sale of City of Angleton property. Section 551.072 of the Texas Government Code.

OPEN SESSION

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

ADJOURNMENT

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

CERTIFICATION

I, Frances Aguilar, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, November 5, 2021 by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Frances Aguilar
Frances Aguilar, TRMC, MMC
City Secretary

In compliance with the Americans with Disabilities Act, the City of Angleton will provide reasonable accommodations for persons attending City Council meetings. The facility is wheelchair accessible and accessible parking spaces are available. Please contact the City Secretary at 979-849-4364, extension 2115 or email citysecretary@angleton.tx.us.



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 12, 2021
PREPARED BY: Colleen Martin
AGENDA CONTENT: Presentation of employee service award.
AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

Presentation of a Service Award to Epimenio Bedolla for 5 years of service to the City of Angleton.

RECOMMENDATION:

Presentation of Service Award.



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 9, 2021

PREPARED BY: Frances Aguilar

AGENDA CONTENT: Discussion and possible action on Ordinance No. 20191112-014 amending the Code of Ordinances of the City of Angleton, Texas to modify all masculine and feminine language to gender neutral pronouns; providing for severability; providing for repeal; and providing an effective date.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: EnterTextHere

FUNDS REQUESTED: EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY: Staff has identified old, outdated gendered language in the code of ordinances. This ordinance will update that gendered language to be more inclusive. Some examples of gendered language include pronouns and words like, policeman, policewoman, policemen, workman, fireman, man, woman, salesmen, bondsmen, etc.

RECOMMENDATION: Staff recommends approval.

ORDINANCE NO. 20211109-002

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, TO MODIFY ALL MASCULINE AND FEMININE LANGUAGE TO GENDER NEUTRAL PRONOUNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Angleton, Texas contains mostly masculine pronouns; and

WHEREAS, all genders are created equal; and

WHEREAS, amending the Code of Ordinances of the City of Angleton, Texas to include gender-neutral pronouns by eliminating any gender preference language within the Angleton Code of Ordinances will promote equality.

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

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

SECTION 2. I The pronouns throughout the Angleton Code are amended to promote gender-neutral pronouns.

SECTION 3. The Municipal Code Corporation has authority to degenderize the Angleton Code and update pronouns when appropriate, which authority includes the updating of future ordinances, where applicable, and upon approval by the City of Angleton by making changes as reflected on Exhibit "A" attached hereto.

SECTION 4. This Ordinance shall take effect immediately upon passage and approval by the City Council of the City of Angleton, Texas, and shall be enforceable when published, as required by law.

SECTION 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance 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 such part thus declared to be invalid or unconstitutional whether there be one or more parts.

SECTION 6. All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED AND APPROVED THIS THE 9TH DAY OF NOVEMBER, 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A

Gender Neutralization Report for the City of Angleton, Texas

- Changing the terms "he" and "she" to "they;"
- Changing the term "he or she" to "they;"
- Changing the term "he/she" to "they;"
- Changing the terms "his" and "her" to "their;"
- Changing the term "his or her" to "their;"
- Changing the term "his/her" to "their;"
- Changing the term "him" to "them;"
- Changing the terms "himself" and "herself" to "themselves;"
- Changing the terms "policeman" and "policewoman" to "police officer;"
- Changing the terms "policemen" and "policewomen" to "police officers;"
- Changing the term "fireman" to "firefighter;"
- Changing the term "firemen" to "firefighters;"
- Changing the term "man or woman" to "person;" and
- Changing the term "men or women" to "persons;"

were found in review of the Code of Ordinances, and where they were identified, suggestions were made as to language that would more reasonably confer gender neutrality.

<i>Code Section</i>	<i>Text</i>	<i>Context Change (If Needed)</i>
2-32(a)	(2) Special meetings are subject to call by the mayor, or two members of the city council with written notice to the city secretary. Except in unusual circumstances these meetings will be held at the City Hall, at a stated time. As many special meetings may be held during each month as may be necessary for the transaction of all business of the city and its citizens. Written notice of such special meetings shall be given to each member of the city council, which the notice shall state the date for such meetings and the subject to be considered at such meeting. Such notice shall be delivered to the council member in person, or in the event of the inability to locate the council member within the city, delivery of such notice to their home shall be sufficient. At least 72 hours' notice shall be given. No other subject shall be considered at any special meeting, other than that stated in the written notice, except with unanimous consent of the full membership of the city council.	
2-34	(c) When a council member has a conflict of interest with an agenda item, they should submit the required affidavit prior to the beginning of the meeting at which the agenda item is scheduled. Upon introduction of the agenda item, the council member with the conflict of interest should announce that they have a conflict of interest, and will not participate in discussion, or consideration, of the agenda item. It is not necessary that the council member leave the meeting room.	

	(d) Every member who shall be present when a question is stated by the chair shall vote thereon or go on record as abstaining unless excused by the council or unless they are directly or particularly interested in the question, in which case they shall not vote.	
2-35	(e) If a member is speaking, or otherwise violating the rules of the council, the presiding officer shall, or any council member may, call them to order in which case they shall immediately be quiet unless permitted to explain. The council shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, they shall be at liberty to proceed, but not otherwise.	
2-36	(d) Complaints or alleged wrongdoing that are received unsigned shall not be accepted nor investigated. Any citizen wishing to lodge a complaint or make the council aware of an alleged wrongdoing shall be required to either make the complaint in person or in writing signed in their hand writing.	
2-43	(a) The mayor shall be the presiding officer at all meetings. The mayor pro-tem, or the mayor's designee, shall preside in their absence.	
2-43	(j) Each council member is responsible for being prepared to come and discuss the agenda, and to attend at least one municipal leadership session each year in order to stay informed on issues their municipality is dealing with. (k) When addressing an agenda item, the council member shall be recognized by the mayor, confine their remarks to the question under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other staff or council member. (l) Any council member may ask the mayor to enforce the rules established by the council, should the mayor fail to do so, a majority vote shall require them to do so.	
2-45	(3) The city administrator is directly responsible for providing information to all the council concerning any inquiries by a specific council member. Should the city administrator find they, or their staff's time, being dominated by a single member, it is the city administrators' responsibility to inform the mayor of the concern. (5) The city administrator will be held responsible for the professional and ethical behavior of themselves and their staff. The city administrator is also responsible for seeing that their staff remains educated and informed of the issues facing municipal government.	
2-46	(6) The Angleton city council is made up of five council members and a mayor; each elected by the citizens of Angleton. In respect to each council member and their constituents, their views as presented on an issue before the council, should be stated and interviews should be rotated among the six members. This helps to promote unity, not in ideas, but in purpose, and inform the public of the individuals positions during	

	their term and not only during an election.	
2-100	<p>(c) If any member of the board, its officers, officials or employees of the board or city, whether elected or appointed, is sued or made a defendant in a lawsuit in any court or forum for any reason arising out of the good faith performance of the duties of such official or employee or within the scope and course of their service or employment for the board or city, and unless legal defense is otherwise provided by insurance coverage, the corporation and the city shall indemnify to the extent permitted by law, and provide the public official or employee of the board or city with such legal defense, together with expenses incident thereto.</p> <p>(d) If damages are recovered by the party bringing the suit in the nature outlined in subsections (a), (b) and (c) of this section, and if such recovery stems from the performance of duties which is imposed upon such public official by law or by order of the city council, or the board, or the member, officer, official or employee becomes personally liable for the payment of damages because of the good faith performance of their official duties or duties within the course and scope of their service or employment, the city council shall authorize the payment of such damages on behalf of such public official or public employee from either the corporation or the city treasury, provided such action on the part of the city council is authorized under the constitution and laws of the state. This section shall not apply to action for damages which are covered by insurance coverage of the employee, the city, the board, board member or public official.</p>	
2-141	(b) The city manager or city manager designee, as city purchasing agent, shall have the power as prescribed in City Charter section 8.17, "Purchase procedure", and it shall be their duty to coordinate purchases or contracts for all supplies, materials, equipment and contractual services needed by any and all departments, institutions, boards, commissions and other agencies which derive their support wholly or in part from city funds and which are hereafter referred to as department(s).	
2-146	<p>(c) The city manager or their designated assistants may, in addition, solicit sealed bids from all responsible prospective suppliers or purchasers who have requested their names to be added to the bidders' list by sending them a copy of such newspaper notice or such other notice as will acquaint them with the proposed purchase or sale.</p> <p>(d) All bids shall be submitted sealed to the city secretary, and when deemed necessary, shall be accompanied by surety in the form of check, cash or bond in such amount as shall be prescribed in the public notice inviting bids. The bids shall be opened in public at the time and place stated in the newspaper notice. A tabulation of all bids received shall be made available for public inspection. The city council, or the city manager, in such cases as they are authorized to contract, may reject any or all bids, or the bid for any one or more commodities or contractual services included in the proposed contract, when the public interest will be served thereby. The contract shall be awarded to the</p>	

	lowest responsible bidder or to the bidder that provides the best value for the City of Angleton.	
2-146	(g) All contracts shall be approved as to form by the city attorney. If the successful bidder shall not within 30 days after the award enter into contract, they shall forfeit any surety which accompanied their bid. A copy of each contract shall be filed with the city secretary.	
2-147	(f) Expenses resulting from maintenance contracts or other purchases not specifically described herein shall conform to the most applicable procedure as determined by the city manager or their designee.	
2-148	<p>(a) Any department of the city shall inspect, or supervise the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine their conformance with the specifications set forth in the order or contract, and shall sign and submit a receiving ticket to the city manager or their designated assistants indicating inspection and delivery of such supplies, materials, equipment or contractual services. Prompt delivery to the purchasing department is encouraged to qualify for any payment discounts available.</p> <p>(b) The city manager or their designated assistants shall control and supervise any and all existing storerooms and warehouses and any which may hereafter be established. The city council may provide a stores revolving fund of a sufficient amount to finance the purchase and storage of supplies, materials and equipment which are used in large quantities and which may be purchased and stored advantageously. Such fund shall be under the control of the city manager or their designated assistants who shall also be responsible and accountable for all supplies, materials and equipment in their custody and shall maintain a perpetual inventory record thereof.</p> <p>(c) All departments shall submit to the city manager, at such times and in such forms as the city manager shall prescribe, reports showing stocks of all supplies, materials and equipment which are no longer used or which have become obsolete, worn out or scrapped. The city manager may transfer such stock to another or other departments which have need for and can use it.</p>	
2-191	The city shall never be liable for any claim for property damage or for personal injury, whether such personal injury results in death or not, unless the person damaged or injured, or someone on their behalf, or in the event the injury results in death, the person or persons who may have a cause of action under the law by reason of such death or injury, shall within 30 days from the date the damage or injury was received give notice in writing to the mayor and city council.	
2-196	The written notice required under this division shall be sworn to by the person claiming the damage or injuries or by someone authorized by them to do so on their behalf. Failure to swear to the notice as required herein shall not render the notice fatally defective, but failure to so verify the notice may be considered by the city council as a	

	factor relating to the truth of the allegations and to the weight to be given to the allegations contained herein.	
2-222	All municipal records as defined in section 221 are hereby declared to be the property of the city. No municipal official or employee has, by virtue of their position, any personal or property right to such records even though they may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.	
2-224	(a) The records management officer shall develop a records management plan for the city for submission to the city council. The plan must contain policies and procedures designed to reduce the costs and improve the efficiency of recordkeeping, to adequately protect the essential records of the municipality, and to properly preserve those records of the municipality that are of historical value. The plan must be designed to enable the records management officer to carry out their duties prescribed by state law and this article effectively.	
2-225	The city secretary, and the successive holders of said office, shall serve as records management officer for the city. As provided by state law, each successive holder of the office shall file their name with the director and librarian of the Texas State Library within 30 days of the initial designation or of taking up the office, as applicable.	
2-227	(2) Adequately document the transaction of government business and the services, programs, and duties for which the department head and their staff are responsible; and (3) Maintain the records in their care and carry out their preservation, microfilming, destruction, or other disposition only in accordance with the policies and procedures of the records management program of the city and the requirements of this article.	
2-228	Each department head shall designate a member of their staff to serve as records liaison officer for the implementation of the records management program in the department. If the records management officer determines that in the best interests of the records management program more than one records liaison officer should be designated for a department, the department head shall designate the number of records liaison officers specified by the records management officer. Persons designated as records liaison officers shall be thoroughly familiar with all the records created and maintained by the department and shall have full access to all records of the city maintained by the department. In the event of the resignation, dismissal, or removal by action of the department head of a person designated as a records liaison officer, the department head shall promptly designate another person to fill the vacancy. A department head may serve as records liaison officer for their department.	
4-1	<i>Animal services officer</i> shall mean any person designated by the supervisor of animal services or their designee to enforce the provisions of this chapter.	
4-1	<i>Supervisor of animal services</i> shall mean the person designated by the city manager or	

	their designee to supervise all aspects of animal services.	
4-3	(a) Enforcement of this chapter shall be the responsibility of the supervisor of animal services or any animal services officer. Any police officer or animal services officer shall have the authority to issue citations for any violation of this chapter. Citations will be served to the alleged offender in person. It shall be unlawful for any person to interfere with any animal services officer in the performance of their duties.	
4-5	(d) It shall be unlawful for any person to keep on-premises under their control within the city limits, any small or large livestock in such a manner that the livestock will be sheltered or tethered closer than 150 feet from any human living quarters (other than the owner or keeper's living quarters) or within 30 feet of any roadway or street or any public property or easement.	
4-6	(2) Prior to filing a complaint with the city, the person having been disturbed by an animal must give written notice to the owner of the animal that the animal's conduct has disturbed their peace on more than one occasion. A copy of the written notice must be presented to the city at the time of filing the complaint;	
4-10	(1) No owner shall fail to provide their animals with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment;	
4-20	(b) The person aggrieved by a revocation of a permit can appeal the decision to the city manager or their designee within ten calendar days of the revocation. The city manager's or the designee's decision is final.	
4-61	(e) An owner must provide a current rabies vaccination certificate: (1) To an animal services officer or peace officer upon their request; or	
4-79	(i) If the rightful owner appears for their dog or cat within 30 days of adoption, he may redeem the animal by paying the adoptee or rescue all documented expenses incurred for the animal.	
4-84	The committee shall meet from time to time at the call of the chairperson, provided that the committee shall meet not less than three times per calendar year. A majority of the members of the committee shall constitute a quorum for the conduct of business. Members shall not be compensated for service, provided that any member who is a city employee shall continue to receive their regular compensation while serving on the committee. All meetings of the committee shall be conducted in accordance with the Texas Open Meetings Act.	
4-95	(c) <i>Notice to keeper of animal suspected of having rabies.</i> Whenever the local rabies control authority has good reason to believe that any dog, cat, or other animal is infected with rabies, they shall notify the keeper, harbinger or person(s) claiming any such animal of their belief. It shall thereafter be unlawful for any person having such notice to interfere in any manner with such officer or their authorized representative in taking possession of animal for the purpose of examination to determine if such animal	

	is in fact infected with rabies.	
4-100	(f) <i>Notice.</i> The animal services authority or designee shall promptly notify the owner or keeper of the animal of their determination on the dangerousness of the animal, by a written notice mailed or posted on the front door of the last known address of the owner or keeper or other means reasonably calculated to give actual notice of the determination to the owner. If the animal services authority cannot identify the owner of the animal, and the owner fails to reclaim the animal, the animal shall be considered a stray animal and kept for 72 hours at the animal control facility, then humanely euthanized. If the animal had bitten a person, it shall be tested for rabies.	
4-100	(q) It shall be a violation for any owner of an alleged dangerous animal to refuse, upon request by an animal services officer or a peace officer, to make their animal(s), premises, equipment, and any necessary permit(s) available for inspection for the purpose of ascertaining compliance with the agreement for home confinement.	
4-101	(a) It is a defense to prosecution under section 4-100 that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter, or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody, or control of the animal in connection with that position; however, to claim a defense, that person must be acting within the course and scope of their official duties with regard to the dangerous animal. (b) It is a defense to prosecution under section 4-100 that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes; however, to claim a defense, that person must be acting within the course and scope of their official duties with regard to the dangerous animal.	
4-122	In cases involving a scientific or educational program, a nonprofit organization's show, exhibition, or humane activity, or animals owned by the city, the supervisor of animal services may waive requirements of this section concerning permits, fees, or conditions, within their discretion.	
4-124	The supervisor of animal services may revoke any permit for failure to comply with regulations contained in this chapter. Revocation may be appealed within ten days to an administrative appeals board comprised of the city administrator or their representative, the police chief or their representative, and the city attorney or their representative.	
5-17	(b) <i>Responsibility of owner if permit not obtained.</i> If a driveway or other flatwork is poured or constructed without a permit from the city as required above and if the city has to break apart the driveway or other flatwork to repair the water or sewer lines under said driveway or flatwork, the owner of the property shall be responsible for all costs incurred. The cost of the work by the city referred to above shall be paid to the City of Angleton and shall include all costs of the city, including labor and material. The owner shall contract with the city or someone of their choice for placing the driveway	

	or other flatwork back into the condition it was in prior to the work by the city. In either event, the owner shall pay to the city all amounts billed to them by the city within 30 days or a lien will be placed upon their property by the city, or the city may elect to pursue other collection remedies, or both.	
5-33	(f) In the event of a violation of this section, in addition to all other remedies provided in this Code of Ordinances or otherwise by law, the city may take whatever emergency action it deems necessary to secure, store or remove all loose construction materials and debris including, without limitation, all roof tiles and roofing materials. In such circumstances, the city shall bill the property owner or their agent for all charges and expenses incurred to eliminate these potentially unsafe conditions by any means necessary. The securing of an outside contractor to perform these services shall be deemed to be the securing of emergency services necessary to preserve or protect the public health or safety of the city's residents and shall not require the city to utilize a competitive bid process to select a contractor. The building official or their designee shall post a notice of violation at the building or construction job site and shall mail a copy of the notice to the property owner or contractor. The written notice shall constitute a stop work order and shall remain in effect until the bill is paid. Upon receipt of payment, the building official or their designee shall allow resumption of work. If the bill for such services remains unpaid for a period of 30 days or more, the city may assess and record a lien encumbering the property and thereafter proceed to enforce the lien in accordance with applicable law.	
5-33	(h) The owner or contractor, personally or through their agent or representative, shall have the right to appeal the decision of the building official ordering the cessation of all work to the board of adjustment by notifying the city manager or their designee, in writing, within ten days of the decision by the building official. The owner or contractor shall appear before the board of adjustment at a specified time and place to show cause why they should not be responsible for weather emergency code compliance under this section. The board of adjustment will hear the appeal and render its decision within 30 days from the date the city manager receives the appeal in writing and the city manager or their designee shall notify the appellant of the time, place and location of the hearing in writing at least ten days prior to the hearing. The city manager or their designee shall notify the appellant of the board of adjustments' decision within five business days of the decision.	
5-63	The chief electrical inspector or their designated agent shall keep in the building department a complete daily record and computer print-out of all records concerning fees, examinations, permits, and other actions of the electrical department and electrical board.	
5-64	It is the duty of the electrical contractor to call for inspections as soon as reasonably practicable upon the completion of any work within the scope of this article or the electrical code hereby adopted. The electrical inspector shall inspect the work, and if it is satisfactory, they shall issue a certificate so stating. The electrical current to the work	

	shall not be turned on until such certificate is issued, except with the consent of the inspector as necessary to test the work.	
5-65	Each building electrical inspector of the city shall have the right during reasonable hours to enter any building, manhole, tunnel, or other space in the discharge of his official duties or for the purpose of inspecting the electrical apparatus, equipment, or appliances contained therein, and for that purpose, they shall be given prompt access to all buildings, private or public, and to all manholes, tunnels, and other spaces upon application to the company firm, or individual owning or in charge or control of such spaces.	
5-98	It shall be the duty of the chief electrical inspector or their authorized representative to enforce and administer the provisions of this article, the codes hereby adopted, and all electrical regulations of the city.	
5-99	No electrical inspector shall be engaged in electrical contracting or repair work during their tenure of service as an inspector, nor shall they be engaged in any kind of electrical work in the city during their spare time.	
5-100	An electrical inspector is hereby authorized and empowered to turn off electrical service conductors that they deem to be in an unsafe operating condition or which are not installed in conformity with the provision of this article.	
5-111	(b) Regardless of this section, this article shall not prevent or inhibit any property owner from doing their own electrical work in a building or portion of a building owned and occupied by them as their homestead. No license shall be required of them, provided that such owner shall apply for and obtain a permit as required by this article to perform such electrical work, and such owner shall comply with the fee, inspection, and all the other provisions of this article, and all electrical regulations of the city.	
5-146	No person shall perform any electrical work within the scope of this article or the code(s) adopted in section 5-131 without a permit from the chief electrical inspector or their agent. Before such permit is issued, a detailed plan of the work to be done must first be submitted for review and approval by the electrical inspector in the inspection department. The permit fee shall be paid prior to the commencement of work covered by the permit.	
5-148	No master electrician may transfer the performance or supervision of any work done pursuant to a permit issued hereunder to them. Any such attempted transfer is grounds for revocation of the permit, the attempted transferor's license, and the attempted transferee's license.	

5-196	The chief building inspector shall also serve as the chief mechanical inspector and shall be the head of the mechanical department. The city administrator may appoint and remove one or more deputy mechanical inspectors in their own discretion.	
5-199	No mechanical inspector shall be engaged in mechanical contracting, maintenance, or repair during their period of service as an inspector.	
5-226	No person shall perform any mechanical work within the scope of this article or the Code hereby adopted without a permit from the chief mechanical inspector or their agent. Before such permit is issued, a detailed plan of the work to be done must first be submitted for review and approval by a mechanical inspector.	
5-229	It is the duty of the person obtaining a permit under this article to call for inspections as soon as reasonably practicable upon the completion of any work within the scope of this article or the code hereby adopted. The mechanical inspector shall inspect the work, and if it is satisfactory, they shall issue a certificate so stating. No mechanical system, equipment, or work shall be operated until such certificate has been issued, except with the consent of the mechanical inspector as necessary to test the work.	
5-230	Each mechanical inspector shall have the right during reasonable hours to enter any place or space in the discharge of their official duties or for the purpose of inspecting the mechanical equipment or work contained therein. For this purpose, they shall be given prompt access to all places and spaces upon application to the person owning or in charge or control of such spaces.	
5-246	<p>Person is a natural person, their heirs, executors, administrators or assigns; and includes a firm, partnership or corporation, its or their successors or assigns. Singular includes plural; male includes female.</p> <p><i>Plumber, apprentice</i> within the meaning of this code is any person other than a master plumber or journeyman plumber, who, as their principal occupation, is engaged in learning and assisting a licensed plumber in the installation of plumbing.</p> <p>Plumber, master within the meaning of this code is a plumber having a regular place of business, who, by themselves, or through a person or persons in their employ, performs plumbing work, and who is licensed by the Texas State Board of Plumbing Examiners as provided by the Plumbing License Law of 1947.</p>	
5-273	(a) If a licensed architect or registered engineer is not available, the mayor may appoint such other lay person as they deem are qualified to serve as a representative of the general public.	
5-291	(a) The office of plumbing inspector is hereby created to administer and enforce this code. The mayor shall appoint the plumbing inspector and any assistants necessary to aid them in the discharge of their duties. Such appointment shall be subject to	

	<p>confirmation by the city council.</p> <p>(b) The person chosen to fill this office shall be of good moral character; shall be possessed of such executive ability, training and experience as is required for the performance of their duties in the enforcement of this code. They shall receive such compensation and serve for such term as may be fixed by the governing body.</p> <p>(c) They shall hold and keep in force a plumbing inspector's license issued by the state board of plumbing examiners.</p>	
5-293(a)	<p>(4) Issue their certificate of approval, or, if they shall not approve the same, to direct by written order the owner or agent in charge of any building or premises where imperfect plumbing, including water, sewer or gas piping, may be located, or the plumber in charge of such construction to stop the use or construction of same until it shall have properly repaired or constructed in accordance with the provisions of this code;</p> <p>(5) Investigate all alleged violations of the plumbing ordinances;</p> <p>(6) File complaints against all persons who they may have reason to believe have violated any of the plumbing or sewer ordinances of the city.</p>	
5-294	<p>The plumbing inspector shall have the power and it shall be their duty, where any building, premises or construction contains improper or defective plumbing or where same has been constructed, erected, altered, or repaired without a permit as provided by this code, to give prompt written notification to the utility involved to cut off the water or gas supply thereto until such improper or defective plumbing shall be made to comply fully with the provisions of this code and a certificate to the plumbing inspector shall have been issued.</p>	
5-295	<p>Where action is taken by the plumbing inspector to enforce the provisions of this code, such action shall be in the name and on behalf of the city. The inspector in so acting shall not render themselves personally liable for any damage which may accrue to persons or property as a result of an action committed in good faith in the discharge of their duties. Any suit brought against any inspector by reason thereof shall be defended by the city attorney until final determination of the proceedings contained therein.</p>	
5-296	<p>The plumbing inspector shall have the right to enter any building or premises at any reasonable time in the discharge of their official duties or for the purpose of making any inspection, reinspection or test required by this code.</p>	
5-312(a)	<p>(1) Plumbing work done by a property owner in a building owned or occupied by them as their home;</p> <p>(2) Plumbing work done by anyone who is regularly employed as or acting as a maintenance person or maintenance engineer, incidental to and in connection with the business in which they are employed or engaged and who does not engage in the</p>	

	<p>occupation of a plumber for the general public;</p> <p>(5) Appliance installation and service work done by anyone who is an appliance dealer or is employed by an appliance dealer and acting as an appliance installation person or appliance service person in connecting appliances to existing piping installations.</p>	
5-328	The plumbing inspector or their designated representative shall issue all plumbing permits in accordance with the provisions and requirements of this Code. All applications for permits shall give the correct location of the building, name of the owner of such building and a complete statement of the work and fixtures to be installed. The plumbing inspector may require a complete plan of the work to be performed if considered necessary.	
5-329	A special permit may be issued by the plumbing inspector in writing when plumbing cannot be installed in accordance with all of the provisions of this Code if in their judgment the conditions require it. Application for this type of permit shall be made in writing accompanied by a sketch showing the work to be done. The sketch must be kept on file in the plumbing inspector's office. In other work pertaining to but not specifically covered by this code, the plumbing inspector may prescribe such specifications as may be necessary and shall be consulted before any work is started.	
5-331	Each permit issued under this Code shall be personal to the permittee. No such permit shall be assigned or transferred to another person. No person shall permit another person to obtain a permit in their name or permit any plumbing or gas fitting work to be performed under their permit by any person other than an authorized person.	
5-338	All building sewers shall be inspected and approved prior to backfill. Building sewers in the same trench with water pipe shall be tested with a ten-foot head of water and proved tight. The plumbing inspector may call for a like test on any building sewer when in their judgment it is advisable in order to insure safe sanitary conditions.	
5-340	When the plumber has completed the gas piping system and has all branches and branch extensions firmly and permanently fastened, they shall test the piping and if found tight, shall make application for inspection. The plumbing inspector will call and inspect the piping and witness the test. If they find the piping tight and the sizes and work in accordance with the provisions of this code, they will issue a certificate of inspection and attach an inspection tab to the work.	
5-546	<i>Alarm, false:</i> The activation of an alarm system or a fire alarm through mechanical failure, malfunction, improper installation, inclement weather or the negligence of the subscriber, owner or lessee of said system or their employees, agents or representatives. Specifically excepted are acts of God, such as false alarms caused by hurricanes, tornadoes, earthquakes and the like. If cancellation of an alarm occurs within two minutes of the call being received in the dispatch center, no false alarm fee will be assessed.	

	<i>Chief of police:</i> The Chief of the Angleton Police Department or their designated representative.	
5-547	(c) No person shall operate, cause to be operated or permit the operation of an alarm system or fire alarm unless a current registration permit has been issued by the city for such system. This subsection shall not be applicable to an alarm system business; but the person in control of the property which the alarm system is designed to protect shall be subject to prosecution if they permit the operation of such system without a valid registration permit.	
5-555	(c) Not less than ten business days before such revocation, the person who applied for the alarm registration permit that is being revoked shall be given written notice and have an opportunity to be heard before the person who is revoking such permit, or that person's designee. If the person whose alarm registration permit is being revoked desires a hearing on whether such revocation is warranted, they must deliver in writing within ten business days after notice of the revocation has been delivered a request for hearing stating the reasons for appealing the revocation of the alarm registration permit. Upon receipt of the written notice of appeal, the person responsible for hearing the appeal shall schedule a hearing within 15 business days, wherein they shall make a decision on the basis of the preponderance of evidence presented at the hearing and determine whether the alarm registration permit shall be revoked.	
5-598	Prior to beginning any work or preparation for any of the activities described in section 5-597 within the city, an application for a permit to do so, in the form described herein, must be filed with the consulting city engineer designated by the city administrator. Within 14 days of receipt of such application, the consulting city engineer shall advise the applicant as to the acceptability of their proposed pipeline location and route. If a permit application, as to location and routing, is denied, the consulting city engineer shall explain, in writing, to the applicant the reasons for denying said permit if the proposed route or location is approved by the consulting city engineer, the application shall be presented to the city council for consideration for final approval, and in the event that said application shall be presented to the city council for consideration for final approval, and in the event that said application meets all applicable department of transportation regulations and the terms of this section, the city council shall approve the application within 30 days.	
5-599	Prior to making planned normal repairs to a pipeline or pipeline facility which would disturb a public street, alley, or any other public land within the city or interfere with the use of such public property, the owner or operator of such pipeline or pipeline facility shall give written notice of the work to be done to the consulting city engineer in such manner that the consulting city engineer has at least five days' advance notice before any on-site work is begun. If, in their discretion, the consulting city engineer believes the magnitude of the work to be done justifies it, they may direct the owner or operator to post a performance bond, not to exceed \$30,000.00 in value, prior to beginning on-site work.	

<p>5-602</p>	<p>(1) Any person, firm, or corporation making an application for a permit under section 5-597 of this article, which shall include a pipeline within, under, across, or along a public street, alley, or other public way or easement, shall as a condition precedent to the granting of such permit, execute a hold harmless agreement, on a form approved by the city attorney, indemnifying the city for any liability arising out of or connected with the granting of such permit or any construction or operating pursuant thereto as it pertains to a public street, alley, or other public way or easement except for the negligence of the city. In addition, the applicant shall furnish a bond on a form and with corporate surety satisfactory to the city, in an amount of \$30,000.00 for each location involving the crossing of all or a part of a public street, alley, way, or easement, and \$10.00 per linear foot of line within such public street, alley, way, or easement in cases other than a crossing; provided, that an aggregate total bond shall not be required in excess of \$45,000.00 regardless of the number of crossing or linear feet of line within a public street, alley, way, or easement. Such bond shall inure to the benefit of the city for any loss which may result from the applicant's operations under their permit, as it pertains to a public street, alley, or other public way or easement during the period until completion of installation of the line or lines is approved in writing by the city engineer. Applicant shall further maintain, at all times during the life of the permit, comprehensive general liability insurance for bodily injury and property damage, including explosion, collapse, and underground hazard coverage, in the minimum combined single limit amount of \$3,000,000.00 as it pertains to a public street, alley, or other public way or easement.</p>	
<p>6-1</p>	<p>(c) The director shall be responsible for conducting a program of duties and responsibilities set forth in subsection 6-2(c). They may delegate authority for execution of these duties to the coordinator, but ultimate responsibility for such execution shall remain with the director.</p>	
<p>6-2</p>	<p>(a) The powers and duties of the director shall include an on-going survey of actual or potential major hazards which threaten life and property within the city; and an on-going program of identifying and requiring or recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur. As part of their responsibility in hazard mitigation, the director shall supervise the development of an emergency management plan for the city, and shall recommend that plan for adoption by the city council along with any and all mutual aid plans and agreements which are deemed essential for the implementation of such emergency management plan.</p>	
<p>6-9</p>	<p>This chapter is an exercise by the city of its governmental functions for the protection of the public peace, health and safety, and neither the city, the agents and representatives of the city, nor any individual, receiver, firm, partnership, corporation, association or trustee, nor any of the agents thereof, in good faith carrying out, complying with or attempting to comply with, any order, rule or regulation promulgated pursuant to the provisions of this chapter shall be liable for any damage sustained to</p>	

	persons as the result of the activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the city a license of privilege, or otherwise permits the city to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice enemy shall, together with their successors in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.	
7-4	Whenever any building in the city is on fire, it shall be lawful for the chief, or their assistant or acting chief, with the concurrence of the city manager, to direct such building, or other building, or building erection, or fence, which they may deem hazardous or likely to catch fire and communicate to other buildings, to be torn down, blown up or otherwise destroyed for the purpose of checking or otherwise extinguishing such fire. Neither the council, nor any individual member thereof, nor the chief of the department, the assistant chief or any member of the department, shall in any way be held responsible for the damaging of property or the destruction thereof that may occur by reason of the attempt of the department to extinguish any fire.	
7-5	The fire chief, the assistant fire chief, and the captain or lieutenant of the fire department shall be vested with full power and authority to command all persons present at any fire in the city to assist in the discharge of any duty under the supervision of such officers in the extinguishment of the fire, or the removal and preservation of property; provided that the persons shall not be bound to obey such officer unless the officer shall wear their badge of office or unless their official title be known or be made known to such persons.	
7-17	The fire chief, fire marshal, and building official, shall have the power to modify any of the provisions of the code adopted in section 7-16, upon application in writing by the owner or lessee, or their duly authorized agent, when there are practical difficulties in carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the chief of the fire department or fire marshal thereon shall be entered upon the records of the department and a signed copy shall be furnished to the applicant.	
7-23	(b) The fire marshal of the city and their duly authorized assistants are hereby authorized and directed to enforce this section. The fire marshal shall have the right to inspect all premises subject to the regulations provided by this section, at all reasonable times, for the purposes of determining compliance with this section.	
7-38	(a) The fire marshal, when in their opinion further investigation is necessary, shall take or cause to be taken the testimony, on oath, of all persons supposed to be cognizant of any facts or to have means of knowledge in relation to the matter under investigation, and shall cause the same to be reduced to writing.	

	(b) The fire marshal is hereby authorized and empowered to administer oaths and affirmations to any person appearing as witness before them.	
7-39	The fire marshal shall have the power to summon witnesses before them to testify in relation to any matter which is, by the provisions of this article, a subject of inquiry and investigation, and may require the production of any book, paper or document deemed pertinent thereto.	
7-40	All investigations held by or under the direction of the fire marshal may, in their discretion, be private, and persons other than those required to be present may be excluded from the place where such investigation is held, and witnesses may be kept separate and apart from each other and not allowed to communicate with each other until they have been examined.	
7-41	If the fire marshal is of the opinion that there is evidence sufficient to charge any person with the crime of arson, or with the attempt to commit the crime of arson, or of conspiracy to defraud, or criminal conduct in connection with any fire, they shall cause such person to be lawfully arrested and charged with such offense or either of them. The fire marshal shall furnish to the proper prosecuting attorney all such evidence, together with the names of witnesses and all of the information obtained by them, including a copy of all pertinent and material testimony taken in the case.	
7-44	Whenever the fire marshal shall find any building or structure which, for want of repair, or by reason of age or dilapidated condition or for any cause is especially liable to fire, and which is so situated as to endanger other buildings or property or so occupied that fire would endanger persons or property therein, and whenever they shall find an improper arrangement of stoves, ranges, furnaces, or other heating appliances of any kind whatsoever, including chimneys, flues and pipes with which the same may be connected, or a dangerous arrangement of lighting devices or systems, or dangerous or unlawful storage of explosives, compounds, petroleum, gasoline, kerosene, dangerous chemicals, vegetable products, ashes, combustible, inflammable, and refuse materials, or other conditions which may be dangerous to fighters or occupants, they shall order the same to be removed or remedied. Such order shall be forthwith complied with by the owner or occupant of the building or premises. If owner or occupant deems themselves aggrieved by such order, they may, within five days, appeal to the mayor, who shall investigate the cause of the complaint, and unless by the mayor's authority the order is revoked, such order shall remain in force and forthwith complied with by the owner or occupant. Any person failing to comply with such order, after the expiration of such five days, shall be guilty of a misdemeanor.	
7-45	The fire marshal shall keep in their office a record of all fires, together with all facts, statistics and circumstances, including the origin of the fires and the amount of the loss, so far as obtainable.	
7-47	The fire marshal shall have the authority, at all times of day or night, when necessary in the performance of the duties imposed upon them by the provisions of this article, to	

	enter upon and examine any building or premises where any fire has occurred, and other buildings and premises adjoining or near the same, which authority shall be exercised only within reason and good discretion. The fire marshal shall have the right to enter any other building or premises, with or without complaint of adjacent property owners, for the purpose of examining the same for fire hazards.	
7-53(a)(2)	b. Fails to take immediate action to abate any violation of any provision of sections 7-48 through 7-52 on such premises when ordered or notified to do so by the fire marshal or their duly authorized representative.	
7-93	Each application for a permit, with the required fee, shall be filed with the fire marshal's office on a form furnished for that purpose, and shall contain a general description of the work to be performed and its location, and any other information that may be required by the fire marshal. The application shall be signed by the owner or their authorized agent.	
7-95	The fire official may impose a triple permit fee when they find a condition, activity, or work performed requiring a permit and a permit has not been issued by the fire marshal's office.	
8.5-10(b)	(2) Whether such applicant is an individual, firm or corporation and, if a partnership, the name of each partner and their address;	
8.5-17	The hearings provided for in this article shall be conducted by the city manager or their designee. Based upon the recorded evidence of such hearing, the city manager shall make a final finding and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the permit holder, and a copy shall be filed with the city clerk.	
9-16	No owner, occupant, tenant or lessee of any of the premises, buildings or establishments shall accumulate, cause, permit or suffer to accumulate upon their or its premises any garbage or refuse except that same be placed and kept in covered containers approved by the health officer of the city. Each such container shall not have a capacity exceeding 35 gallons, shall be constructed of metal, wood or plastic in such manner as to be substantial, not easily corrodible, rodent proof, insect proof, and shall be kept covered at all times except when garbage and refuse or either of them are being deposited therein or removed therefrom. The weight of the container including contents shall not exceed 50 pounds.	
10-1	It shall be the duty of the health officer to report to the mayor all nuisances, or conditions which may come to their knowledge which may tend in any manner to endanger the health of any citizen of the city. When required by the mayor, the health officer shall make complaint against any person creating or permitting any nuisance, when the same is in violation of the laws of this state or the ordinances of this city.	
10-2	It shall be unlawful for any person to permit or allow the accumulation of stagnant water on any lot owned or occupied by them within the city or to permit stagnant water to remain thereon. It shall likewise be unlawful for any person to permit or allow holes	

	or places on such lots where water may accumulate and become stagnant or to permit the same to remain thereon.	
10-16	It shall be unlawful for any person to cause or permit to be or remain in or upon any premises under their control any garbage, trash, rubbish or animal, vegetable or mineral matter or any composition or residue thereof which is in an unsanitary condition or injurious to public health.	
10-18	Whenever any condition described in sections 10-2, 10-16 or 10-17 is found to exist upon any lot or premises in the city, the mayor or health officer shall notify the owner of such lot or premises to remove or remedy the condition within ten days after the date of such notice. Such notice shall be in writing and be by certified mail and shall be served on the owner in person or mailed to them at their latest known address. In the event personal service cannot be had and the owner's address is not known, such notice shall be given by publication in a newspaper published in the city at least twice within ten consecutive days. Said notice shall provide that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city may, without further notice, correct the violation as provided in section 10-19 below, at the owner's expense and assess the expenses against the property as provided in section 10-20 below.	
10-41(f)	(2) Any person, including, but not limited to, a city employee, who smokes in violation of this section, and who refuses to extinguish their smoking material or device upon the request of any city employee, shall be guilty of an offense punishable by a fine of not more than \$200.00.	
10-44	<i>Employee</i> means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers their services for a non-profit entity.	
10-63	The code enforcement officer, or their agent, may enter upon private property for the purposes specified in this article to remove or cause the removal of used tires declared to be a nuisance pursuant to this article. The municipal court of the city shall have authority to issue all orders necessary to enforce this article.	
10-86(c)(1)	b. The solicitation is made by a peace officer or federal law enforcement officer in the lawful discharge of their duties or by a law enforcement agent acting in the lawful discharge of an official duty.	
11-16	<i>Building official and/or code enforcement official</i> shall mean the officer, or other person, charged with the administration and enforcement of this article or their duly authorized representative.	
11-16, <i>Owner</i>	(2) Shall have charge, care or control of any dwelling or dwelling unit, as owner, executor, executrix, administrator trustee, guardian of the estate of the owner, mortgagee, vendee in possessions, assignee of rents, lessee, or other person, firm or corporation in control of a building, or their duly authorized agents. Any such person thus representing the actual owner shall be bound to comply with the provisions of this	

	chapter, and of rules and regulations adopted pursuant thereto, to the same extent as if they were the owner. It is their responsibility to notify the actual owner of the reported infractions of these regulations pertaining to the property which apply to the new owner.	
11-21	All buildings or structures, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards which are required by this code in a building when erected, altered, or repaired, shall be maintained in good working order. The owner or their designated agent shall be responsible for the maintenance of buildings, structures and premises to the extent set out in this code. The tenant shall be responsible for the maintenance of buildings, structures and premises to the extent set out in this code.	
11-23	No officer or employee connected with the building or code enforcement department except one whose only connection is as a member of the board established by this chapter, shall be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, or in the making of plans or of specifications therefor, unless they are the owner of such building. No such officer or employee shall engage in any work which is inconsistent with their duties or with the interests of the department.	
11-27(b)	(1) Whenever the building official and/or code enforcement official determines that there are reasonable grounds to believe that there has been a violation of any provision of this article or of any rule or regulation adopted pursuant thereto, they shall give notice of such alleged violation to the person or persons responsible therefor and such alleged violation shall constitute a nuisance.	
11-27(c)	(2) By depositing the notice in the United States Post Office addressed to the owner at their last known address with postage prepaid thereon; or	
11-29	Any officer, or employee or member of the housing board of adjustments charged with the enforcement of this code, in the discharge of their duties, shall not thereby render themselves liable personally, and they are hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of their duties. Any suit brought against any officer or employee because of this code shall be defended by the department of law until the final termination of the proceedings.	
11-31	Where the literal application of the requirements of this code would appear to cause undue hardship on an owner or tenant, or when it is claimed that the true intent and meaning of this code or any of the regulations therein have been misconstrued or wrongly interpreted, the owner of such building or structure, or their duly authorized agent, may appeal from the decision of the building official and/or code enforcement official to the housing board of adjustments and appeals, as set forth in section 11-52.	
11-52	(a) Any person receiving written notice from the building official and/or the code enforcement official of deficiencies in their property under this code may, within forty-five (45) days following the date of such notice, enter an appeal in writing to the	

	housing board of adjustments and appeals. Such appeal shall state the location of the property, the date of the notice of violations, and the number of such notice. The appellant must state the variance or modification requested, the reasons therefor, and the hardship or conditions upon which the appeal is made.	
11-71	(c) Every occupant of a dwelling or dwelling unit shall dispose of all their garbage and any other organic waste which might provide food for rodents and all rubbish in a clean and sanitary manner by placing it in the garbage disposal facilities or garbage or rubbish storage containers.	
11-72	(f) The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors, and ceilings, and for maintenance of a sanitary condition in every other part of the rooming house, and they shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building is leased or occupied by the operator.	
11-88	Whenever the building official and/or code enforcement official has declared a dwelling or multifamily dwelling as unfit for human habitation and constituting a nuisance, they shall give notice to the owner of such declaration of the dwelling or multifamily dwelling as unfit for human habitation. Such notice shall:	
11-89	(2) By depositing the notice in the United States Post Office addressed to the owner at their last known address with postage prepaid thereon.	
11-108	(1) The race, color, sex, religion, or national origin of such person or of any person associated with them in connection with such loan or other financial assistance; or	
11-110(a)	(1) The rental of units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other if the owner actually maintains and occupies one of such units as their residence; (2) The rental of a single room in a dwelling containing living quarters occupied or intended to be occupied by no more than one family if the person offering such room for rental actually maintains and occupies the remainder of such dwelling as their residence and not more than four such rooms are offered;	
11-110(a)(3)	d. The owner does not own any interest in, nor is there owned or reserved on their behalf, under any express or voluntary agreement, title to or any right to all or any portion of the proceeds from the sale or rental of more than three such single-family houses at any one time; and	
11-111	(b) If at any time the city administrator shall receive or discover credible evidence and shall have probable cause to believe that any person or persons have committed or are committing a discriminatory housing practice as to which no complaint has been filed, the city administrator may prepare and file a complaint upon their own motion and in their own name and such complaint shall thereafter be treated in the same manner as a complaint filed by a person aggrieved.	
11-112	(c) Upon completion of the investigation and informal endeavors at conciliation by the	

	<p>city administrator, but within 30 days of the filing of complaint with the city administrator, if the efforts of the city administrator to secure voluntary compliance have been unsuccessful, and if the city administrator has made a determination that a discriminatory housing practice has in fact occurred, the city administrator shall recommend to the city attorney that such violation be prosecuted in the municipal court of the city. With such recommendation, the city administrator shall refer their entire file to the city attorney. The city attorney shall, within 30 days after such referral, make a determination as to whether to proceed with prosecution of such complaint in municipal court. If the city attorney determines to prosecute, they shall institute a complaint and prosecute same to conclusion within 30 days after such determination or as soon thereafter as practicable.</p>	
11-114	<p>It shall be unlawful for any person to harass, threaten, harm, damage or otherwise penalize any individual, group or business because they have complied with the provisions of this chapter, because they have exercised their rights under this article, or enjoyed the benefits of this article, or because they have made a charge, testified or assisted in any manner in any investigation, or in any proceeding hereunder or have made any report to the city administrator.</p>	
12-18	<p>The location or presence of any junked vehicle or junked vehicles or nonmotor driven vehicles on any lot, tract, parcel of land or portion occupied or unoccupied, improved or unimproved, within the city shall be deemed a public nuisance. It shall be unlawful for any person or persons to cause or maintain such public nuisance by wrecking, dismantling, rendering inoperable, abandoning or discarding their vehicle or vehicles on the property of another or to suffer, permit or allow the same to be placed, located, maintained or exist upon their own real property. This section shall not apply to:</p>	
12-20	<p>(b) Any resolution or order requiring the removal of a vehicle or part thereof shall include a description of the vehicle and the correct identification number and license number of the vehicle, if available at the site. If the owner or occupant fails to comply with the resolution or order, they shall be subject to the penalty set out in section 1-14.</p>	
12-21	<p>If, within ten days after receipt of notice from the chief of police, or their duly authorized agent, to abate the nuisance, as herein provided, the owner or occupant of the premises shall give their written permission to the chief of police, or their duly authorized agent for removal of the junked motor vehicle from the premises, the giving of such permission shall be considered compliance with the provisions of this article.</p>	
12-23	<p>The chief of police, or their agent, may enter upon private property for the purposes specified in this article to examine vehicles or parts thereof, obtain information as to the identity of vehicles and to remove or cause the removal of a vehicle or parts thereof declared to be a nuisance pursuant to this article. The municipal court of the city shall have authority to issue all orders necessary to enforce such article.</p>	
13-13	<p>(b) In the case of an urgent public necessity in the interest of public safety which includes, without limitation, the demolition of a hazardous structure, the city manager</p>	

	<p>or his designee may grant a permit to allow such construction activities by construction contractors during prohibited hours. Any person, corporation or other entity wishing to engage in such construction activities shall make application for a prohibited hours construction permit from the city manager or their designee on a form provided by the city manager or their designee. The city manager or their designee shall make a decision on the granting of the permit within ten days of their receipt of the application and will notify the applicant in writing of their decision. If the city manager or their designee grants the permit, they will set forth the hours and times the applicant may conduct the applicant's construction activities. The applicant may appeal a decision to deny the permit to the city council by filing a written appeal, fully setting out the grounds for the applicant's appeal, with the city manager or his designee within ten days of the applicant's receipt of the notice of denial. The city council will hear the appeal within thirty days of the receipt of the appeal by the city manager or his designee. The city manager or their designee will inform the applicant of the city council's decision within five business days of its decision.</p>	
13-55	<p>(11) Each of the foregoing exceptions, and their several limitations such as provisions for notification, are severable, as hereinafter provided but herein emphasized; and additional, also severable, exceptions, broadening with the progress toward maturity of minors enrolled respectively in elementary, junior high and high schools will be considered by council as warranted by future experience illuminated by the views of student government associations, school personnel, citizens, associations, ward, precinct and neighborhood spokesperson, parents, officers and persons in authority concerned positively with minors as well as with juvenile delinquency.</p>	
13-57	<p>A police officer of the city, upon finding or having attention called to any minor on the streets in prima facie violation of the curfew ordinance normally shall take the minor to the city police station where a parent shall immediately be notified to come for such minor. This is intended to permit ascertainment, under constitutional safeguards, of relevant facts, and to centralize responsibility in the sergeant there and then on duty for accurate, effective, fair, impartial and uniform enforcement, and recording, thus making available experienced supervisory personnel, the best of facilities and access to information and records. In the absence of convincing evidence such as a birth certificate, a police officer on the street shall in the first instance use their best judgment in determining age.</p> <p>(1) Police procedures shall constantly be refined in the light of experience and may provide, inter alia, that the police officer may deliver to a parent thereof the minor under appropriate circumstances, for example a minor of tender age near home whose identity and address may readily be ascertained or are known.</p> <p>(2) In any event such police officer shall within 24 hours file a written report with the chief of police or shall participate to the extent of the information for which they are</p>	

	responsible in the preparation by themselves and the sergeant involved in such case and in the filing of such report within 24 hours.	
13-58	(1) If, after the warning notice pursuant to section 13-57 of a first violation by a minor, a parent violates section 13-56 (in connection with a second violation by said minor), this shall be treated as a first offense by the parent. For such first parental offense a parent shall be fined not less than \$25.00 and not more than \$500.00 and for each subsequent offense by a parent the minimum fine shall be increased by an additional \$25.00, e.g., \$50.00 for the second, \$75.00 for the third offense up to a maximum of \$500.00. The municipal judge upon finding a parent guilty, shall sentence the parent to pay such fine and the costs of prosecution and shall assess any other punishment available to them under the laws of the state.	
13-59	Severability is intended throughout and within the provisions of the curfew ordinance. If any provision, including inter alia any exception, part, phrase, or term or the application thereof to any person or circumstance is held invalid. The application to other persons or circumstances shall not be affected thereby and the validity of the curfew ordinance in any and all other respects shall not be affected thereby. From excess of caution, the chief of police is authorized to give advisory opinions, in writing or immediately reduced to writing, which shall be binding, and shall be adhered to by the police until the ordinance is amended in such respect, interpreting terms, phrases, parts or any provisions. Normally such advisory opinions shall be in response to good faith signed letters addressed to them at the city administration building, questioning as (a) ambiguous, (b) as having a potentially chilling effect on constitutional rights specifically invoked, or (c) as otherwise invalid, in all three categories with respect to proposed conduct definitely described. This administrative remedy must be exhausted prior to presenting to any court a question in any of said three categories. City council does not intend a result that is absurd, impossible or prosecution or unreasonable. It is intended that the curfew ordinance be held not applicable in such cases, if any, where its application would be unconstitutional. A constitutional construction is intended and shall be given. Council does not intend to violate the Constitution of the State of Texas or the Constitution of the United States of America.	
13-82	A person commits an offense if, with intent to acquire a prohibited substance, they request, command or attempt to induce another to sell, donate or otherwise transfer or deliver a prohibited substance to the person.	
13-93	A parent or guardian of a minor commits an offense if they intentionally, knowingly, recklessly or with criminal negligence permit the minor to create graffiti on tangible property in the city without the property owner's consent.	
13-123(d)	(2) The person was a minor when they committed the offense and was not convicted as an adult.	

14-4(3)	c. The manufactured home is destroyed (but not intentionally destroyed by the owner or occupant or anyone acting at their discretion). "Destroyed" herein means damage such that repairs would cost more than 60 percent of the total appraised value of the manufactured home, as determined by the Brazoria County Central Appraisal District, immediately before the damage, in order to restore the manufactured home to the condition it was in immediately before the damage. Any destroyed manufactured home may be repaired, rebuilt or replaced only in conformance with the standards of this chapter and the zoning ordinance.	
14-66	(b) Registers shall be available for inspection at reasonable times by any official of the city who deems access to the information contained therein helpful in the performance of their official duties.	
14-122(c)	(3) The building official shall grant such application and issue an original license to operate a recreational vehicle park to the applicant unless they find the information contained in such application to be inaccurate. The original license shall expire on January 2 of the calendar year next following the year in which it is issued.	
15-1	The municipal judge shall have and exercise such duties and powers as may be prescribed by the Charter ordinance and the laws of the state. They shall furnish bond with good and sufficient sureties to be approved by the mayor, in the sum of \$5,000.00. This bond shall be payable to the city. The bond shall be conditioned upon the faithful performance of duty and the payment into the treasury of the city of all money collected or coming into their hands while in office.	
15-3	The city attorney shall conduct all prosecutions in the municipal court. The city attorney shall have the authority to name a deputy to conduct the prosecution in the municipal court if they see fit.	
15-34	(h) The current municipal judge shall continue in office through the expiration of their current term and shall be the presiding judge of the municipal court of record. Temporary judge(s) shall continue in office through the expiration of their current terms.	
15-36	The city manager or their designee shall appoint a court reporter who must meet the qualifications provided for official court reporters and will be compensated in accordance with the agreement appointing the court reporter. The court reporter or court staff may use written notes, transcribing equipment, video or audio recording equipment, or a combination of those methods to record the proceedings in the court. The court reporter is not required to be present during the proceedings of the municipal court of record provided that the proceedings that are required to be recorded are recorded by a good quality electronic recording device. The recording shall be kept and stored for a 20-day period beginning the day after the last day of the proceeding, trial or denial of motion for a new trial, whichever occurs last. If the case is appealed, the court reporter shall prepare the reporter's record.	
16-17	(b) It shall be unlawful for any person acting either for themselves or acting as agent,	

	employee, independent contractor or servant for any person to drill any well, assist in any way in the site preparation, re-working, fracturing or operation of any such well or to conduct any oil and gas production activity without first obtaining a permit issued by the city in accordance with this chapter.	
17-3(6)c.	4. Full-time program staff must have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards. An exception can be made for no more than one staff person at each site and that person shall successfully complete a first aid and CPR course within four weeks of their first date of employment.	
17-40	The director shall issue a permit hereunder when they find:	
17-42	Within seven days after receipt of an application, the director shall apprise an applicant in writing of their reasons for refusing a permit. Any aggrieved person shall have the right to appeal in writing within seven days to the park and recreation board, which shall consider the application under the standards set forth in section 17-40 and sustain or overrule the director's decision within 30 days. The decision of the board shall be final.	
17-54	(a) No person shall molest, harm, frighten, kill, trap, chase, tease, shoot or throw missiles at any animal, reptile or bird. No person shall remove or have in their possession the young of any wild animal, or the eggs or nest or young of any reptile or bird. No person shall collect, remove, have in their possession, give away, sell or offer to sell, or buy or offer to buy, or accept as a gift, any specimen, alive or dead, of any of the group of tree snails. Exception to the foregoing is made in that snakes known to be deadly poisonous, such as rattlesnakes, moccasins, coral snakes, or other deadly reptiles, may be killed on sight.	
17-65	(c) Exceptions to this provision may be granted by the city administrator, in their discretion, upon the filing of a written application for such exception with the parks director, with a copy to be forwarded to the police department.	
17-67	(b) Except as part of a lawfully permitted fireworks display as provided in subsection (a), no person shall bring or have in their possession, or set off or otherwise cause to explode or discharge or burn, any firecrackers, torpedoes, rockets, or other fireworks or explosives in a city park, or discharge them or throw them into any city park from any land or highway adjacent thereto. This prohibition includes any substance, compound, mixture, or article that, in conjunction with any other substance or compound, could present any of the same dangers as the substances hereby prohibited.	
17-73	No person shall fail to produce and exhibit any permit from the director they claim to have upon request of any authorized person who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance or rule.	
17-75	(a) No person shall expose or offer for sale any article or thing, nor shall they station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing. Exception is here made as to any regulation of the director.	

18-1	<i>Solicitor.</i> A person who goes from house-to-house, door-to-door; business-to-business, street-to-street, or any other type of place-to-place movement, for the purpose of obtaining or attempting to obtain orders for goods, wares, products, merchandise, other personal property, or services of which they may be carrying or transporting samples, or that may be described in a catalog or by other means, and for which delivery or performance shall occur at a later time. The absence of samples or catalogs shall not remove a person from the scope of this provision if the actual purpose of the person's activity is to obtain or attempt to obtain orders as discussed above. For purposes of this chapter, the term solicitor shall have the same meaning as the term canvasser.	
18-2	(4) Any person making deliveries of perishable food and dairy products to the customers on their established delivery route.	
18-3	(a) <i>Other licenses or permits required.</i> No person shall conduct business as a peddler, solicitor, or transient merchant within the city limits without first having obtained the appropriate license, permit or meeting other requirements from the appropriate state and county department or agency. Certain persons who are already licensed by the state, including, without limitation, insurance salesperson, and are subject to comprehensive state laws and regulations shall not be required to obtain a city license.	
18-3(c)	(13) Any and all addresses and telephone numbers where the applicant can be reached while conducting business within the city, including the location where a transient merchant intends to set up their business with an adequate legal description and copy of the survey and a notarized statement that the transient merchant is the owner of or has the consent of the owner to conduct business on the owner's property.	
18-3(c)	(19) Any and all additional information as may be deemed necessary by the city manager and/or their designee.	
18-3(c)	(22) If the applicant is conducting sales or business transactions in intrastate commerce or is otherwise required to pay sales tax on applicant's business transactions within the city, their current state sales tax permit number along with satisfactory written proof that the applicant's permit is current and valid.	
18-3(c)	(24) The applicant must sign a statement that they will not make any false or fraudulent representation as to the goods to be sold, or the applicant's authority to sell such goods or their identity.	
18-3	(e) <i>Procedure.</i> Upon receipt of the application and payment of the license fee, the city manager will, within five regular business days, determine if the application is complete. An application will be considered complete if all required information is provided. If the city manager or their designee determines that the application is incomplete, the city manager or their designee must inform the applicant of the required, necessary information that is missing. If the application is complete, the city manager or their designee must order an investigation, including background checks, necessary to verify the information provided with the application. The city manager, upon receipt of the application, shall refer the original application to the police	

	<p>department for investigation of the applicant. The investigation shall include review of felony and misdemeanor convictions and traffic offenses which have occurred in the past ten years. The police department shall then return the application with its recommendation to the city manager. Within ten regular-business days of receiving a complete application, the city manager or their designee must issue the license unless grounds exist for denying the license application under section 18-4, in which case the city manager must deny the request for the city peddler or transient merchant license. If the city manager denies the license application, the applicant will be notified in writing of the decision, the reason for denial and the applicant's right to appeal the denial by requesting in writing, within ten days of receiving notice of rejection, a public hearing before the city council. The city council shall hear the appeal within 30 days of the date of the request for a hearing. The decision of the city council following the public hearing can be appealed by filing in a court of competent jurisdiction sitting in Brazoria County, Texas.</p>	
18-5	<p>(a) <i>Generally.</i> Any license issued under this section may be suspended or revoked at the discretion of the city manager or their designee for violation of any of the following:</p>	
18-5(a)	<p>(5) Failure to comply with signs or placards meeting the requirements of section 18-9 or entering property for the purpose of conducting business peddler, solicitor, transient merchant, noncommercial door-to-door advocate, or similar activity when the property is on a "no solicitations list" completed by the city manager or their designee.</p>	
18-5	<p>(c) <i>Notice.</i> Prior to revoking or suspending any license issued under this chapter, the city manager shall provide a license holder with written notice of the alleged violations and inform the licensee of their right to a hearing before the city council on the alleged violation. Notice shall be delivered in person or by mail to the permanent residential address listed on the license application, or if no residential address is listed, to the business address provided on the license application.</p> <p>(d) <i>Public hearing.</i> Upon receiving the notice provided in subsection (c) of this section, the licensee shall have the right to request a public hearing in writing. If no written request for a hearing is received by the city manager or their designee within ten days following the service of the notice, the city may proceed with the suspension or revocation. For the purpose of a mailed notice, service shall be considered complete as of the date the notice is placed in the mail. If a public hearing is requested within the stated time frame, a hearing shall be scheduled within 30 days from the date of the request for the public hearing. Within five regular business days after the hearing, the city manager or their designee shall notify the licensee of the city council's decision.</p>	
18-6	<p>(c) The licensee and all employees or agents of the licensee shall, at all times they are conducting business in the city, conspicuously display upon their outer clothing their license and photographic identification.</p>	

18-7	(a) All solicitors and any person exempt from the licensing requirements of this chapter under section 18-3 shall be required to register with the city prior to engaging in those activities in accordance with section 18-3. Registration shall be made on the same form required for a license application, but no fee shall be required. Immediately upon completion of the registration form, the city manager or their designee shall issue to the registrant a certificate of registration as proof of the registration. Certificates of registration shall be nontransferrable.	
18-8	(1) Calling attention to their business or the items to be sold by means of blowing any horn or whistle, ringing any bell, crying out, or by any other noise, so as to be unreasonably audible within an enclosed structure.	
18-9	(b) Any resident or owner of property in the city may register with the city to have their residence, business location or other property placed on a "no solicitations list". The city manager or their designee shall provide a copy of the most current "no solicitations list" to any applicant for a license or person registering with the city.	
20-1	(b) <i>Certification of correct copies.</i> The chief of police or someone at their direction shall check each microfilm record and certify that it is a true and correct duplicate of the original public record. (c) <i>Destruction of original records.</i> Original public records that are microfilmed in compliance with this section may be destroyed at the written, signed, instruction of the chief of police. Such instruction shall specify the records to be destroyed and shall certify that the records to be destroyed have been microfilmed in compliance with this section. The chief of police shall obtain the advice and consent of the city attorney concerning such destruction, as required by V.T.C.A., Local Government Code Ch. 204. No original public record, the subject matter of which is in litigation, shall be destroyed until such litigation is final. Before destruction of any records pursuant to this section, notice of the proposed destruction or disposition of original public records shall first be given to the state librarian or state archivist, and if such records are, in their opinion, needed for the state library, then the records shall be transferred thereto.	
20-19	Any applicant, before appointment to the Police Reserve, Angleton Police Department, shall subscribe to an oath that they will obey and observe the Constitution of the United States, the Constitution of the State of Texas and the laws of this nation, this state and this city and that they will carry out the duties of a member of the Police Reserve, Angleton Police Department, to the best of their ability.	
20-20	(b) The chief may, by order, establish rules and regulations to govern the police reserve force, to fix the specific duties of its members, and to provide for the maintenance of discipline. They may change such orders from time to time and they may command members of the police reserve force to obey the instructions of regular police officers in carrying out their duties.	
20-21	An identification card and other insignia or evidence of identity as the chief may	

	prescribe shall be issued to each new member, who must carry the card and other identification at all times while on duty, and they must surrender them upon termination of this membership.	
20-22	Membership of any person may be terminated by the chief of police at any time for any cause deemed sufficient by the chief of police. Any member may resign from the police reserve force at any time, but it shall be the duty of the member to notify the chief of their resignation.	
20-25	In addition to the penalties provided by law, any violation of law under color of the performance of their duties as a member of the police reserve force, and any breach of the rules and regulations established by the chief of police shall subject any member to summary expulsion and the fact thereof may be published at the order of the chief.	
21-27	(e) In making such application, the person making same shall also state, at the end of the application, that they agree to conduct the carnival and each and all shows, attractions and exhibits therein in a decent, orderly and law-abiding manner.	
21-28	After an application is filed under this division, the city secretary shall refer the same to the city council for action, and if the city council is convinced from the evidence submitted that the owner of the carnival is solvent and that they have in the past, and proposes to while showing in the city, conduct the carnival in a law-abiding and orderly manner, the council shall approve the application.	
21-51	The chief of police, or other person under their direction, shall have the power to cause any place, hall or room where any public dance is held or given to be vacated whenever any provision of this article is being violated or any criminal offense is occurring therein.	
21-52	The chief of police, or other persons under their direction, shall have the authority to enforce the provisions of this article and all rules, regulations and ordinances relating to public dances and public dance halls. In making determinations as to proper cleanliness and sanitation conditions, fire safety requirements, building regulations, uses and requirements, etc., the chief of police or other person under their direction shall work with and seek the aid of the proper city department administering such regulations for the city.	
21-70	(b) In the event the chief of police refuses to approve a license, such action shall be final unless the applicant shall, within ten days after the refusal, file a written appeal with the city secretary, addressed to the city council, requesting a hearing by the council upon the question as to whether or not their application shall be granted.	
21-73	(c) The notice of revocation or suspension shall become a final revocation or suspension after the expiration of ten days from the date of the service of same upon the operator, licensee, manager or other person in charge, unless, on or before the expiration of such ten days, the licensee, operator, manager or other person in charge shall file with the city secretary a written appeal addressed to the city council in which it is requested that the council grant them a hearing upon the question whether or not the license shall be	

	revoked or suspended.	
21-153	(c) <i>Late penalty.</i> Upon the expiration of a license, and within 30 days thereafter, the person shall obtain a renewal in the same manner as an original license if they wish to continue operating an amusement redemption machine game room. Failure to pay this fee within 30 days will require such person to pay an additional late fee in an amount equal to 20 percent of the fee actually due or 20 percent of the previous year's fee, whichever is greater in order to obtain reinstatement of their license; and will require the owner to reapply for a specific use permit.	
21.3-51	<i>Building official</i> means the city's building official or their designee.	
21.3-52	(b) No person shall allow the placement of a donation collection bin on property owned or leased by them after August 1, 2020.	
21.4-2	<i>Chief of police</i> means the Chief of Police of the City of Angleton or their designated agent. <i>City secretary</i> means the City Secretary of the City of Angleton or their designated agent.	
21.4-21	(a) A person commits an offense if they operate a sexually oriented business without a valid license, issued by the city for that particular classification. (d) If a person who wishes to operate a sexually oriented business is an individual, they must sign the application for a license as applicant. If a person who wishes to operate a sexually oriented business is other than an individual, each individual who has a 20 percent or greater interest in the business must sign the application for a license as applicant. Each applicant must be qualified under section 21.4-22 and each applicant shall be considered a licensee if a license is granted.	
21.4-24	(b) A person or business entity which operates a sexually oriented business or their agent or employee commits an offense if they refuse to permit a lawful inspection of the premises by a representative of the police department at any time it is occupied or open for business.	
21.4-26	The chief of police shall suspend a license for a period not to exceed 30 days if they determine that a licensee or an employee of a licensee has:	
21.4-29	A licensee shall neither transfer their license to another, nor shall a licensee operate a sexually oriented business under the authority of a license at any place other than the address designated in the application.	
21.4-46	(a) A person commits an offense if they operate or causes to be operated a sexually oriented business within 1,000 feet of: (b) A person commits an offense if they cause or permit the operation, establishment, substantial enlargement, or transfer of ownership or control of a sexually oriented business within 1,000 feet of another sexually oriented business.	

	(c) A person commits an offense if they cause or permit the operation, establishment, or maintenance of more than one sexually oriented business in the same building, structure, or portion thereof, or the increase of floor area of any sexually oriented business in any building, structure, or portion thereof containing another sexually oriented business.	
21.4-61	(b) A person commits an offense if they act as an escort or agrees to act as an escort for any person under the age of 18 years.	
21.4-62	(b) A person under the age of 18 years commits an offense if they appear in a state of nudity in or on the premises of a nude model studio. It is a defense to prosecution under this subsection if the person under 18 years was in a restroom not open to public view or persons of the opposite sex. (c) A person commits an offense if they appear in a state of nudity or knowingly allow another to appear in a state of nudity on the premises of a nude model studio which can be viewed from a public right-of-way.	
21.4-63	(a) A person commits an offense if they knowingly allow a person under the age of 18 years to appear in a state of nudity in or on the premises of an adult theater or adult motion picture theater. (b) A person under the age of 18 years commits an offense if they knowingly appear in a state of nudity in or on the premises of an adult theater or adult motion picture theater.	
21.4-64	(b) A person commits an offense if, as the person in control of a sleeping room in a hotel, motel, or similar commercial establishment that does not have a sexually oriented license, they rent or sub-rent a sleeping room to a person and, within ten hours from the time the room is rented, they rent or sub-rent the same sleeping room again.	
21.4-65(a)	(3) No alteration in the configuration or location of a manager's station may be made without the prior approval of the chief of police or their designee.	
21.4-65	(b) A person having a duty under subsections (a)(1) through (8) of this section commits an offense if they knowingly fail to fulfill that duty.	
21.4-81	(a) A person commits an offense if, in a business establishment open to persons under the age of 18 years, they display a book, pamphlet, newspaper, magazine, film, or video cassette, the cover of which depicts, in a manner calculated to arouse sexual lust or passion for commercial gain or to exploit sexual lust or perversion for commercial gain, any of the following:	
21.5-5(b)	(5) The fire marshal of the city, or their duly qualified representative, shall be the sole judge of a violation under this subsection.	
21.5-11	Signs which have been abandoned or have become obsolete due to closing of a business, change in the nature of the business establishment, or for any other reason rendering the sign nonapplicable to the property upon which it is displayed, shall be	

	<p>removed by the owner of the building or premises upon which it is situated within 60 days from the date of the action that caused the sign to be abandoned or obsolete. A condition of approval for all sign erection or use permits shall be that the permit holder or owner of the building or premises, at their own expense, remove any abandoned or obsolete sign. New signs for buildings or property on which an abandoned sign is located shall not be approved until the abandoned or obsolete sign is removed, however, approval may be given on the condition that the abandoned or obsolete sign is removed before a new sign is erected.</p>	
21.5-15	<p>(a) <i>Sign administration.</i> Each building official shall also serve as a sign inspector. The head building official shall be the head sign inspector. The head sign inspector is empowered to delegate their duties and powers under this chapter to other persons serving under the head sign inspector. The sign inspector and such other persons shall constitute the sign administration section.</p>	
21.5-15(b)	<p>(5) Upon presentation of proper identification to the owner, agent, or tenant in charge of such property, the sign inspector or representative may enter any place or structure for the purpose of inspecting or investigating signs or sign structures or performing their duties under this chapter. Such identification is not required in an emergency or potential emergency that may involve injury to persons or property, or in any case of the owner, agent, or person in charge cannot be found with reasonable diligence. Whenever the sign inspector is denied admission to enter any privately owned place or structure, such inspection shall be made only under authority of a duly issued warrant. In applying for such a warrant, the sign inspector shall submit to the issuing authority their affidavit setting forth their belief that a violation of a sign law exists with respect to the place sought to be inspected and their reasons for such belief. Such affidavit shall designate the location of such place and the name of the person believed to be the owner, operator, or occupant thereof. If the magistrate finds that probable cause exists for entry on the premises in question, they shall issue a warrant authorizing the entry, and the warrant shall describe the premises with sufficient certainty to identify same. Any warrant so issued shall constitute authority for the sign inspector to enter upon and inspect the premises described therein.</p> <p>(6) Upon notice and issuance of a stop order from the sign inspector, all persons shall immediately stop work on any sign being conducted in a manner contrary to law or in a dangerous or unsafe manner. Such notice and order shall be in writing and shall be given to the owner of the property, or to their agent, or to the person doing the work, and shall state the conditions under which work may be resumed. If said person cannot be easily found, then such notice shall be attached to the sign or sign site. Where an emergency exists, written notice shall not be required to be given by the sign inspector. Following the issuance of a stop order, the sign inspector may initiate proceedings to revoke any permit issued for the work covered by such stop order, unless the cause of the stop order is resolved to the sign inspector's reasonable satisfaction.</p>	

21.5-16	(b) <i>Revocation.</i> After a hearing, the sign inspector may revoke any permit or license issued hereunder for any violation of any applicable law. The sign inspector shall mail or deliver notice of the hearing to the owner, lessor, permittee, or licensee at least ten days before the hearing on the proposed revocation. The owner, lessor, permittee, or licensee and the city may present relevant evidence at the hearing. The owner, lessor, permittee, or licensee may choose to be represented by an attorney at their own expense.	
21.5-25	(a) No person shall place, construct, reconstruct, erect, or use any sign, or cause any of said things to be done, on any private or public property of any nature whatsoever, without the permission of the person or governmental entity owning or controlling the property. If such governmental entity is the city, then the city administrator, in their discretion, may grant or deny such permission, and any such permission must be in writing.	
22-37	(b) Such notice shall be given personally or by letter addressed to such owner at their post office address, or, if the owner's address be not known and personal service not possible, by publication at least twice within ten consecutive days.	
22-51	<i>Director</i> means the City Administrator of the City of Angleton or their designee.	
22-54	(b) <i>Right to trim trees.</i> The registered user, its contractors and agents have the right, permission and license to trim trees upon and overhanging the rights-of-way to prevent trees from coming in contact with the registered user's facilities. Except in emergency situations created by major storms or disasters, or where an individual customer has requested trees be trimmed because of interference with their lines. Registered users shall notify the city 48 hours prior to tree trimming activities beginning within the city and provide an estimate of the duration of the tree trimming activity. In emergency situations, the notice to the city shall be as soon as reasonably possible. All trimming shall be done in consideration of the health of the trees. When directed by the city, tree trimming shall be done under the supervision and direction of the city or under the supervision of the city's delegated representative. Any tree trimmings generated by the registered user, its contractors or agents, shall be removed within 24 hours, except in the event of emergency situations created by major storms or disasters, in which event the tree trimmings will be removed within a reasonable time after services are restored. Should the registered user, its contractors or agents, fail to timely remove such trimmings, the city may remove same or have them removed, and shall bill registered user for all costs incurred, which costs shall be promptly paid by the registered user. Nothing herein shall be construed to grant to a registered user the right of access to private property.	
23-114	KNOW ALL PERSONS BY THESE PRESENTS: KNOW ALL PERSONS BY THESE PRESENTS:	

	<p>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 they 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 _____, _____.</p>	
<p>23-115</p>	<p>KNOW ALL PERSONS BY THESE PRESENTS</p> <p>Before me, _____, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.</p> <p>NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:</p> <p>That the undersigned does hereby covenant and agree that they shall construct upon the fire lane easements, as dedicated and shown hereon, a hard, all-weather surface and that they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating: "Fire Lane, No Parking." The police or their duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.</p> <p>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 their submittal whether or not the application is reviewed for code compliance by the City Engineer.</p>	
<p>23-124</p>	<p>o Prior to beginning construction, the owner or their authorized representative shall convene a pre-construction conference with the city, the developer's consulting engineer, contractor, and any other affected parties. The city shall be notified at least 48 hours prior to the time of the conference and 48 hours prior to the beginning of construction.</p>	

	<p>○ Any existing pavement, curbs, and/or sidewalks damaged or removed will be repaired by the contractor at their expense before acceptance of the subdivision.</p>	
23-125	<p>NOW THEREFORE, KNOW ALL PERSONS BY THOSE PRESENT</p>	
23-126	<p>KNOW ALL PERSONS BY THESE PRESENTS:</p> <p>It is further understood and agreed that the Surety does hereby relieve the City of Angleton or its representatives, from the exercise of any diligence whatever in securing compliance on the part of the Developer with the terms of the Contract, and the Surety hereby waives any notice to it of any default, or delay by the Developer in the performance of their Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Developer in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of Angleton shall retain certain amounts due the Developer until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of Angleton shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.</p> <p>KNOW ALL PERSONS BY THESE PRESENTS:</p> <p>WHEREAS, under the provisions of the LDC, the City Council requires, as a condition precedent to the granting of such petition, that the Principal provide a guarantee that they will maintain and cause to be maintained, in good condition according to the requirements of such LDC, and to correct any and all deficiencies not in accordance with the approved plans and specifications as may be noted, the following site improvements for a period of one year after acceptance of the construction thereof by the City Council or until such time as such improvements receive final acceptance by the City, whichever is the latter;</p>	
23-128	<p>(5) <i>Commitment Guarantee.</i> Developer's performance under this Agreement is guaranteed by_____. The commitment guarantee will be retained by the City until released or used as provided in this Agreement. Should the Improvements not be completed at least 30 days prior to the expiration of any commitment guarantee, the Developer agrees to the extension of said guarantee and designates the City their agent to request said extension. The Developer shall pay all costs of guarantee extension; and it is mutually understood and agreed that the City will pay no interest to the Developer on the commitment guarantee. If the City determines guarantee is insufficient to warrant construction of Improvements, the City shall notify the Developer who shall produce any necessary additional security.</p>	

	<p>(19) <i>Disclosure to and Consent of Mortgagee and Lender.</i> The Developer hereby represents that they have disclosed the terms of this Agreement to any mortgages of the Development involved and to all lenders who have provided financing to the Developer for the construction of this project and that said mortgagees and lenders consent to this Agreement as evidenced by their authorized signatures below:</p> <p>(34) The City will release the original Developer's guarantees if it accepts new security from any developer or lender who obtains the Development. However, no act of the City will constitute a release of the original Developer from their liability under this Agreement.</p> <p>(36) <i>Personal Jurisdiction and Venue.</i> Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to this Agreement or guarantees will be deemed to be proper only if such action is commenced in District Court of Brazoria County, Texas. The Developer expressly waives their right to bring such action in or to remove such action to any other court whether state or federal.</p>	
24-64	(b) Any person who fails to pay promptly the tax imposed by this article shall forfeit five percent of the amount due as a penalty, and after the first 30 days they shall forfeit an additional five percent of such tax as an additional penalty; provided, however, such penalties shall never be less than \$1.00. Delinquent taxes shall draw interest at the annual rate of ten percent beginning 60 days from the due date thereof.	
25-4	(b) The foregoing provision shall not relieve the driver of an authorized emergency vehicle from the duty to park or stand with due regard for the safety of all persons, nor shall such provision protect the driver from the consequences of their reckless disregard for the safety of others.	
25-8	(b) Motor vehicle operators may operate vehicles in park and parkway areas containing ball parks, picnic tables or permanent park structures if the purpose of the motor vehicle operator is to gain immediate access (or exit therefrom) to view an event or to use the facilities thereof, and the vehicle operator has obtained an official state operator's license. Under this subsection, any motor vehicle operator who fails to follow an established park road or upon entry into the park or parkway where there is no road fails to go in a straight uninterrupted line to a facility and then and there fails to bring their vehicle to a stop shall be in violation of this subsection's provision that a motor vehicle operator in a park or parkway must gain immediate access or exit.	
25-9	<i>Director</i> means the director of the department of public works and transportation, or their duly authorized representative.	
25-44	(1) To designate and maintain by appropriate devices, marks, or lines upon the surface of the roadway, crosswalks at intersections where in their opinion there is particular danger to pedestrians crossing the roadway, and at such other places as they may deem necessary; and	

	(2) To establish safety zones of such kind and character and at such places as they may deem necessary for the protection of pedestrians.	
25-71	The chief of police shall place and maintain official traffic-control devices when and as required under the traffic ordinances of this city to make effective the provisions of the ordinances, and may place and maintain such additional official traffic-control devices as they may deem necessary to regulate, warn or guide traffic under the traffic ordinances of this city or the state vehicle code.	
25-93	(b) This prohibition will apply to any new school zones created throughout the City of Angleton in the future, and the chief of police or their designee shall install the necessary signage for enforcement consistent with this section. (c) The chief of police or their designee shall install signs that comply with standards adopted by the Texas Department of Transportation at the entrance to each school crossing zone indicated above on non-TxDOT streets, to inform an operator of a motor vehicle of the prohibition.	
25-94	(c) An operator of a motor vehicle who holds a portable electronic device to or in the immediate proximity of their eyes while the vehicle is in motion is presumed to be using a portable electronic device. Immediate proximity is any distance that permits the user of a portable electronic device to see the information transmitted over the portable electronic device.	
25-107	(a) Upon the basis of a traffic investigation, the chief of police may decrease maximum speed limits at intersections and outside urban districts and they may increase limits within urban districts.	
25-183	(a) The chief of police is hereby authorized to erect signs indicating no parking upon either or both sides of any street adjacent to any school property when such parking would, in their opinion, interfere with traffic or create a hazardous situation.	
25-188	The chief of police is hereby authorized and required to establish bus stops, bus stands, taxicab stands and stands for other passenger common carrier motor vehicles on such public streets in such places and in such number as they shall determine to be of the greatest benefit and convenience to the public, and every such bus stop, bus stand, taxicab stand or other stand shall be designated by appropriate signs.	
25-193	(a) A person commits an offense if they stop, park, or stand a truck-tractor, recreational vehicle, 18-wheeler, trailer, boat, farm equipment, camping trailer, flatbed trailer, trailer, road tractor, semi-trailer, pole trailer, bus, or any commercial motor vehicle or other nonpassenger vehicle upon a public street, alley, parkway, boulevard, or public place. This section shall not apply to street construction, maintenance, and repair equipment; trucks, equipment, trailers, and vehicles used by public service utility companies engaged in repairing or extending public service utilities; motor busses when taking on or discharging passengers at customary bus stops; other vehicles when actually parked	

	<p>at a designated loading zone, or where it is lawful to park a commercial motor vehicle for the purpose of accepting or delivering transportable goods; or a vehicle with a mechanical defect, making it unsafe to proceed further, or temporarily disabled vehicles which are protected by flares or other approved signal devices. In which event, it shall be lawful to stand or park the vehicle during the time necessary to make emergency repairs.</p> <p>(b) When an unattended motor vehicle or other prohibited item is parked, stopped, or left standing on a public street or upon public property within the city in any manner constituting a violation of this chapter or of any applicable law or regulation of this state, proof that such motor vehicle or other prohibited item was, at the time of the alleged offense, owned by the person charged with such offense, shall constitute prima facie evidence that such motor vehicle or other prohibited item was parked, stopped, or left standing by the owner thereof at the place alleged. Any person who violates this section shall be prosecuted in Angleton Municipal Court for a nonpassenger or commercial parking violation.</p>	
25-209	The chief of police is instructed to uniformly treat each application in a just, fair and nondiscriminatory manner, bearing in mind that the time, place, duration and manner of use of the public streets, parks and other public ways and places for parades shall be subordinated to the public safety, comfort and convenience, the maintenance of order and avoidance of congestion. The chief of police shall issue a permit when, from a consideration of the application, they find that:	
25-210	The chief of police shall act upon the application for a parade permit within ten days after filing thereof. If the chief does not approve the application, they shall mail to applicant, within five days after the date upon which the application was filed, a notice of their action stating the reasons for their denial of permit. Any person aggrieved shall have the right to appeal the denial of a parade permit to the city council. The council shall hear same as soon as practicable.	
25-299	(a) In order to receive a permit for a vehicle storage facility, the person seeking a permit must furnish proof to the city secretary that they have complied with all the requirements of the Texas Vehicle Storage Facility Act; that they have a current license from the Railroad Commission of Texas and pay an annual administrative cost for the permit of \$50.00 due and payable on the thirtieth day of January of each year.	
26-23	(3) The removal of the clean-out cap is authorized by the city manager or they designee in the case of an urgent public necessity in the interest of public safety.	
26-24	(b) The city shall have the right to summarily abate the public nuisance without notice and hearing due to the immediate threat such spillage of sewage or entrance of storm water into the sanitary sewer system is to the public health, safety or welfare. The city manager or their designee shall send written notice setting forth all the city's costs of abating the nuisance to the property owner as shown on the tax records for the City of Angleton and Brazoria County, Texas. If the offending property owner does not pay the	

	costs of the abatement within 30 days of the receipt of the notice, the city may assess all costs of abating the nuisance against the property owner, record a lien on the property in the real property records of Brazoria County, Texas and enforce the lien in accordance with applicable law.	
26-27	(b) The city shall have the right to summarily abate the public nuisance without notice and hearing due to the immediate threat such blockage of drainage easements and ditches and the diversion of storm water is to the public health and safety and the damage it can cause to property. The city manager or their designee shall send written notice setting forth all the city's costs of abating the nuisance to the offending property owner as shown on the tax records of the City of Angleton and Brazoria County, Texas. If the property owner does not pay the costs of abatement within 30 days of the receipt of the notice, the city may assess all costs of abating the nuisance against the property owner and record a lien on the property in the real property records of Brazoria County, Texas and enforce the lien in accordance with applicable law.	
26-38, <i>Authorized representative of the user</i>	(3) If the user is a federal, state, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their agent.	
26-54.3	No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with an applicable pretreatment standard or requirement unless expressly authorized by an applicable pretreatment standard or requirement. The city may impose mass limitations on users which they believe may be using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.	
26-54.6	(b) Grease, oil, and sand interceptors shall be provided when, in the opinion of the city, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the city and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at their expense.	
26-56	(b) Additionally, the discharger shall repeat the testing, as described, once every six months until they meet the requirements of the testing. The discharger shall also determine the levels of BOD, TSS and heavy metals in the influent and treated effluent. The discharger can demonstrate the treatment effectiveness through either a literature search or explicit treatability study. (c) After ascertaining the lack of toxicity, the discharger can begin discharging to the system. The discharger shall then test monthly for the particular petroleum by-products that they have contracted to remove. The discharger shall meet (at their option) one of	

	<p>the following three criteria:</p> <p>(1) The discharger shall remove enough of the contaminant that the remainder does not exceed 0.5 percent of the load at the plant. If the untreated influent does not exceed 0.5 percent of the load at the plant then the city shall waive this periodic testing requirement for the contaminant. The city shall provide the discharger the current load at the plant for heavy metals, BOD, and TSS. If the discharger wishes to claim a waiver under this item for other contaminants (petroleum by-products) they must test the plant influent to determine the existing load.</p> <p>(2) If the discharger does not wish to pursue option 1.,they can elect to remove 95 percent of the contaminant from the influent. The city requires a monthly report on the influent concentrations of petroleum by-products and heavy metals and the effluent concentrations with percent removal calculated from the discharger.</p> <p>(3) If the discharger does not wish to pursue options (1) or (2), they can elect to remove the contaminant to below the "detectable limit" for the standard test for that contaminant. This option recognizes that 95 percent removal of an influent concentration of a contaminant may leave a residual too small for the standard test to detect. The city requires from the discharger who elects this option monthly reporting on influent contaminant concentrations, effluent concentrations and the laboratory's report that they could not detect the contaminant in the effluent.</p>	
26-61	(a) Maintaining the integrity of the sanitary sewer system shall be the responsibility of the wastewater treatment plant superintendent or their designee for the city.	
26-63	Prior to original connection, reconnection or transfer of water and/or sewer service to a tenant to property owner, the city at its option shall inspect the customer's private sanitary sewer service line and verify the integrity thereof. Any defects discovered in the private line shall be repaired by the property owner or their agent prior to obtaining original connection, reconnection or transfer of city water and/or sewer service.	
26-64	(a) The city will notify in writing by registered mail return receipt requested each property owner on whose property a source of inflow or infiltration of water into the city sanitary sewer system exists, as well as the nature and location of the sources. The property owner shall within three calendar months of date of notification have the sources repaired at their expense.	
26-65, footnote	A homeowner may install or maintain plumbing and/or sewer equipment within their own property boundaries, provided that the work is done by themselves and used exclusively by them or their family. Such privilege does not convey the right to violate any provision of this code nor is it to be construed as exempting any such property owner from obtaining a permit and paying the required fees therefor.	
26-66	(a) Should the property owner fail to make the necessary repairs within the three-month period as set out above, the city shall have the option of thereafter: (1) assessing a	

	<p>surcharge fee to their monthly wastewater charge; or (2) terminating water and/or sewer service to the property.</p> <p>(b) If after exercising reasonable diligence, the city is unable to locate the property owner or their agent or the property owner or their agent refuses to make the necessary repairs, the city or its agent shall have the right to go on the land or property upon which the source of inflow or infiltration exists and make such repairs and inspection as above provided. The owner of the property shall be liable to the city of the cost of such work and shall pay such cost upon demand, which cost may be included upon the property owner's next monthly wastewater charge with a reasonable service charge added for each month the bill remains unpaid or the city may cut off the water and/or sewer upon 30 days' written notice to the customer.</p> <p>(c) Within 30 days after notification that the water and/or sewer will be cut off, the customer may:</p> <p>(1) Arrange with the utility department to extend their payout period without interest up to 60 months with said monthly payment added to their regular water/sewer bill; or</p>	
26-73.2	<p>If the customer desires to close or terminate their account, the customer shall be refunded the sum of \$75.00. The deposit account shall be held in a separate escrow account, so that the maximum of \$75.00 per account refund of the deposit shall remain in the separate account until such time as the refund is authorized; in the event the customer closes their account with the city, and they have a positive balance on their account at the time of closing of the account, then the deposit shall be reimbursed to the customer; in the event there is any sum due the city the city shall be reimbursed any past due amount from the deposit prior to any refund to the customer.</p>	
26-74.2(b)	<p>(3) The city manager or their designee shall authorize the release of the lien if the property owner or account holder shows that no bill for the above-mentioned services to their property encumbered by the lien or liens is owing, or if the property owner shows that the encumbered property is and at all times from the hour of the filing of the lien or liens until the appeal has been a homestead, as defined by the Texas Constitution.</p> <p>(4) The city manager or their designee may modify or release the lien to reflect the true amount of delinquency in payment for service to the property if the owner or account holder demonstrated that a lesser bill is owing than the lien alleged or if the supervisor of utility billing cannot show that all the lien alleged is owing.</p>	
26-101(b)	<p>The application shall be signed by the applicant only for existing wells, and both the applicant and driller for new wells, and accompanied by a permit fee of \$200.00 for new wells only. If the building inspector determines that the applicant and the proposed well comply with this section, they shall authorize issuance of the permit.</p>	
26-130	<p>The city manager or their designee is hereby authorized and directed to implement the</p>	

	applicable provision of this plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The city manager or their designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this plan.	
26-131	(b) The beneficial use of treated wastewater (reuse or recycled water), condensate water, or cooling tower blow down, without waste, is exempt from the provisions of this article and a defense to prosecution. The use of alternate on-site reclaimed sources may be approved through variance from the city manager, or their designee on a case by case basis.	
26-133	(a) The city manager, or their designee, shall monitor water supply and demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of this plan; that is when the specified "triggers" are reached. Public notification of the initiation or termination of any emergency water shortage or drought response stages shall be by means of publication in a newspaper of general circulation, and by webpage. (b) The triggering criteria described below are based on: (1) <i>Water supply and water demand.</i> The city manager or their representative will have the authority to declare an emergency water demand condition of mild, moderate, or severe under the following conditions:	
26-133(c)(5)	a. <i>Requirements for initiation.</i> Customers shall be required to comply with the requirements and restrictions when the city manager or their designee, determines that a water supply emergency exists based on:	
26-134	(a) The city manager, or their designee, shall monitor water supply and demand conditions on a daily basis and, in accordance with the triggering criteria set forth in this plan, shall determine that a mild, moderate, severe, or critical or emergency condition exists and shall implement the actions listed below. Public notification of the initiation or termination of drought response stages shall be by means of publication in a newspaper of general circulation, and webpage. (b) <i>Water allocation:</i> In the event that water shortage conditions threaten public health, safety, and welfare, the city manager is hereby authorized to allocate water at their discretion.	
26-135	The city manager, or their designee, may, in writing, grant a temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such a variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one of more of the following conditions are met: (2) Alternative methods can be implemented which will achieve the same level of	

	<p>reduction in water use. Persons requesting an exemption from the provisions of this section shall file a petition for variance with the city within five days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager, or their designee, and shall include the following:</p>	
<p>26-135(2)h.</p>	<p>Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or their designee:</p>	
<p>26-136</p>	<p>(a) No person shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provisions of this plan, or in an amount excess of that permitted by the drought response stage in effect at the time pursuant to action taken by city manager, or their designee, in accordance with provisions of this plan.</p> <p>(c) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that they did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on the property within the parents' control shall constitute a rebuttable presumptions that the parent committed the violation, but any such parent may be excused if they prove that they had previously directed the child not to use the water as it was used in violation of the plan and that the parent could not have reasonably known of the violation.</p> <p>(d) Any police officer, code enforcement officer or other city employee designated by the city manager, may issue a citation to a person they reasonably believe to be in violation of this section. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct them to appear in Angleton Municipal Court on the date shown on the citation for which the date shall not be less than three days nor more than five days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service on the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator residence. The alleged violator shall appear in Angleton Municipal Court to enter a plea of guilty or not guilty for the violation of this plan. If the alleged violator fails to appear in municipal court, a warrant for their arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in Angleton Municipal Court before all other cases.</p>	
<p>26-152</p>	<p>The City of Angleton Water Department shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the</p>	

	backflow of contaminants or pollutants through the water service connection. If, in the judgment of said city water department an approved backflow prevention assembly is required (at the consumer's water service connection; or, within the consumer's private water system) for the safety of the water system, the city water department or their designated agent shall give notice in writing to said consumer to install such an approved backflow prevention assembly(s) at a specific location(s) on their premises, the consumer shall immediately install such an approved backflow prevention assembly(s) at the consumer's own expense; and, failure, refusal or inability on the part of the consumer to install, have tested and maintained said assembly, shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.	
26-153	<p><i>Master plumber</i> shall mean an individual skilled in the planning, superintending, and the practical installation, repair, alteration, service, and renovation of plumbing and is familiar with the codes, ordinances, laws, and rules governing those matters, who alone, or through a person or persons under their supervision, performs plumbing work, and who has successfully fulfilled the examinations and requirements of the state board.</p> <p><i>Plumbing inspector</i> means the state licensed person or their duly authorized representative responsible for compliance inspecting of building plumbing and building sewer to the property line juncture.</p> <p><i>Public works inspector</i> means the qualified person, city engineer, water or wastewater superintendent or their duly authorized agent responsible for compliance inspecting of water or wastewater facilities. Responsibility of this inspector ends at the property line juncture.</p>	
26-155	(f) It shall be the duty of the consumer at any premise where backflow prevention assemblies are installed to have a field test performed by a certified backflow prevention assembly tester upon installation and at least once per year. In those instances where the city water department deems the hazard to be great enough, they may require field tests at more frequent intervals. These tests shall be at the expense of the water user and shall be performed by city water department personnel or by a certified tester approved by the city water department. It shall be the duty of the city water department to see that these tests are made in a timely manner. The consumer shall notify the city water department in advance when the tests are to be undertaken so that an official representative may witness the field tests if so desired. These assemblies shall be repaired, overhauled or replaced at the expense of the consumer whenever said assemblies are found to be defective. Records of such tests, repairs and overhaul shall be kept and made available to the city water department.	
26-162	This program will be periodically reviewed and updated to reflect changes in risks to customers and the soundness of the utility from identity theft. At least annually, the program administrator will consider the utility's experiences with identity theft	

	situations, changes in identity theft methods, changes in identity theft detection and prevention methods, changes in types of accounts the utility maintains and changes in the utility's business arrangements with other entities, consult with law enforcement authorities, and consult with other city personnel. After considering these factors, the program administrator will determine whether changes to the program, including the listing of red flags, are warranted. If warranted, the program administrator will update the program or present the city council with their recommended changes and the city council will make a determination of whether to accept, modify or reject those changes to the program.	
26-163	(a) <i>Oversight.</i> Responsibility for developing, implementing and updating this program lies with an identity theft committee for the utility which is hereby established. The committee is headed by a program administrator who may be the head of the utility or their appointee. Two or more other individuals appointed by the head of the utility or the program administrator comprise the remainder of the committee membership. The program administrator will be responsible for the program administration, for ensuring appropriate training of utility staff on the program, for reviewing any staff reports regarding the detection of red flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the program.	
27-17	Each owner or operator of a taxicab business shall have, plainly painted on each taxicab operated by them, a sign giving the name, trade name or firm name under which they operate such taxicab.	
27-20(a)	(1) The mileage traveled from the time a passenger enters the taxicab until the passenger reaches their destination or the service of the taxicab is otherwise terminated;	
27-41	It shall be unlawful for any person to operate or drive a taxicab on any of the streets of the city, or permit the operation of any taxicab owned by them, unless a permit for such taxicab has been issued by the city for the current year.	
27-44	(a) Before a permit shall be issued under this division, the applicant shall furnish to the city for each taxicab for which permit is sought, evidence of liability insurance in an amount to be determined by the city administrator, and made payable to the city for the benefit of any person injured by reasons of the negligent operation of such taxicab, or any person suffering damage to their property through the negligent operation of the taxicab.	
27-48	At the time of issuance of the permit, each owner or operator of a taxicab business shall file with the city secretary the names of all drivers employed by them.	
27-61	No person shall drive a taxicab upon the streets of the city unless they first obtain a taxicab driver's permit issued by the city. It shall likewise be unlawful for any owner of a taxicab to employ a driver who has not been so issued a city taxicab driver's permit under the provisions of this division.	
27-62	Each applicant for a driver's permit under this division shall make application to the city	

	administrator upon blanks to be furnished by the city secretary, giving their name, age, present address, address and place of employment during the past two years, with the reasons for leaving, and whether or not the applicant has been convicted of a felony, or if they have a police record.	
27-67	It shall be the duty of the driver of a taxicab to have their driver's permit, together with their photograph of a size prescribed by the city administrator, affixed and displayed in the driving compartment of the taxicab while they are driving.	
27-68	A driver's permit issued under this division shall not be transferable. However, it shall be lawful for the holder of such a driver's permit to use the same permit when they change employment from one operator or owner of taxicabs to another.	
27-85	(e) All tow truck drivers arriving at a scene shall obey all lawful orders given them by any police officer of the city investigating such scene and shall not in any manner interfere with such officer in the performance of their duties.	
27-90(4)	b. Criminal assault committed by the towing business, its agents, or employees during the normal course of business. The chief shall not revoke a permit if the towing business permanently terminates the employment of such employee immediately upon it becoming known to them that such conduct did take place.	
27-91	The fees charged to the city by vehicle towing service providers for nonconsent towing services shall not exceed those maximum fees set out in V.T.C.A., Occupations Code Ch. 2308, as amended. The chief of police or their designee shall maintain and revise the towing fee schedule as necessary and in conformance with state law. It shall be unlawful for any person to charge or attempt to charge the city for nonconsent towing services a fee in excess of that established by this article, or to charge or attempt to charge for a service not performed or equipment not used.	
27-92(3)	b. Deposit with the chief of police or their designee a fee as provided for in the fee schedule maintained by the chief of police.	
28-22(c)(1)	c. <i>Conflict of interest.</i> If any member has a conflict of interest regarding any item on the commission's agenda, they shall remove themselves from the room and shall refrain from voting only on the item for which a conflict exists in accordance with state law.	
28-24(b)	(2) Consideration for a change in any zoning district boundary line or special zoning regulation may be initiated only by the property owner or his/her authorized agent (proof of such authorization must be submitted with the zoning application, per subsection 28-24(c)), or by the planning and zoning commission or the city council on its own motion when it finds that public benefit will be derived from consideration of such matter. In the event the ownership stated on an application and that shown in city records are different, the applicant shall submit proof of ownership and verification that they are acting as an authorized agent for the property owner.	
28-24(h)	(1) The city manager shall be authorized by the city council to administer and enforce the provisions of this chapter. If the city manager finds upon their own personal observation, or upon receipt of a complaint, that the provisions of this chapter are being	

	violated, they shall immediately investigate and, when necessary, give written notice to the person(s) responsible to cease or correct such violation(s) immediately. Notice may be delivered in person or by certified mail to the violator(s) or to any person owning or leasing a property where the violation is occurring. The city manager or their designee shall have the right to enter upon any premises at any reasonable time for the purpose of making inspections of buildings or premises that may be necessary to carry out the duties in the enforcement of this chapter.	
28-59(e)(5)	d. The city manager (or their designee) may, as they deem appropriate, require submission of information and materials (possibly actual samples of materials to be used) additional to those initially submitted by the applicant during the building facade plan review process.	
	roofing.	
28-106(d)	(1) In any zoning district, water stand pipes and tanks, church steeples, domes and spires, ornamental cupolas, uninhabited (or one-person overseer's penthouse not exceeding 50 square feet in size) utility or industrial structures, and city government buildings may be erected to exceed the height limit, as specified in the particular zoning district, provided that two additional feet shall be added to the width and depth of front, side, and rear yards for each foot that such structures exceed the district height limit.	
28-112, <i>Auto laundry or car wash</i>	(1) Attended auto laundry or car wash: The owner of the vehicle does not actually wash the vehicle. Instead, they either leave the vehicle and come back to retrieve it later, or they wait in a designated area while employees of the car wash facility vacuum, wash, dry, wax and/or detail the vehicle for a fee.	
28-112	<i>Personal service shop or custom personal services:</i> Establishments primarily engaged in providing services generally involving the care of the person or their apparel and including (but not limited to) barber/beauty shops, dressmaking, shoe shining and repair, dry-cleaning and laundry pick-up stations, tailor or seamstress services, and other similar types of uses (no outside storage) that are not otherwise defined specifically herein.	
29-61	(a) Any owner of a site of construction activity, whether or not they are an operator, are jointly and individually responsible for compliance with the requirements in this section.	
29-69	(c) Within 14 calendar days of the appeal, the city manager or their designee shall either: (1) grant the petition and withdraw or modify the order; (2) deny the petition if there is no material issue of fact; or (3) schedule a hearing on the petition. Written notice of the hearing shall be sent to the appellant. At the hearing, any interested party may present evidence and testify.	



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/09/2021

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20211109-000 extending the disaster declaration signed by the Mayor on March 17, 2020, through December 14, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date. (LaMont)

AGENDA ITEM SECTION: Consent Agenda

BUDGETTED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Extending the Mayor's COVID-19 Disaster Declaration for another 30 days.

RECCOMENDATION:

Staff recommends council approving this Resolution.

RESOLUTION NO. 20211109-003

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, RATIFYING THE DISASTER DECLARATION SIGNED BY THE MAYOR ON MARCH 17, 2020 AND CONSENTING TO ITS CONTINUATION THROUGH DECEMBER 14, 2021; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 17, 2020, Mayor Jason Perez, acting in accordance with authority granted to him under Section 418.108(a) of the Texas Government Code and the City's Home Rule Charter, declared a local state of disaster for the City due to concerns related to the novel coronavirus (COVID-19); and

WHEREAS, Section 418.108(b) of the Texas Government Code the City of Angleton, consenting to the renewal and continuation of the declaration of disaster in each subsequent month; and

WHEREAS, the conditions necessitating the disaster declaration continue to exist; and

WHEREAS, the City Council supports the disaster declaration signed by Mayor Jason Perez on March 17, 2020 and consented to its continuation.

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

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

SECTION 2. That a local state of disaster for public health is hereby declared for the City of Angleton, Texas pursuant to §418.108(a) of the Texas Government Code, and the City Council hereby consents to its continuation through December 14, 2021, or until such time as it is terminated by the Mayor, provided that the Mayor gives City Council seventy-two hours' notice of proposed termination.

SECTION 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster for public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster activates the City emergency management plan.

SECTION 5. The Mayor is authorized to sign this Resolution and the City Secretary to attest.

SECTION 6. This Resolution shall become effective and be in full force and effect upon execution by the Mayor.

RESOLUTION NO. 20211109-003

Page 2 of 2

PASSED AND APPROVED THIS THE 9TH DAY OF NOVEMBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/09/2021

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20211109-000 extending the disaster declaration signed by the Mayor on September 13, 2021, through December 15, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date. (LaMont)

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Extending the Mayor’s Hurricane Nicholas Disaster Declaration for 30 days.

RECCOMENDATION:

Staff recommends council approving this Resolution.

RESOLUTION NO. 2021109-004

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, EXTENDING THE HURRICANE NICHOLAS DISASTER DECLARATION, SIGNED BY THE MAYOR ON SEPTEMBER 13, 2021 AND CONSENTING TO ITS CONTINUATION THROUGH DECEMBER 15, 2021; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 13, 2021, Mayor Jason Perez, acting in accordance with authority granted to him under Section 418.108(a) of the Texas Government Code and the City's Home Rule Charter, declared a local state of disaster for the City due to concerns related to Hurricane Nicholas; and

WHEREAS, Section 418.108(b) of the Texas Government Code the City of Angleton, consented to the ratification and continuation of the declaration of disaster; and

WHEREAS, the conditions necessitating the disaster declaration continue to responded to; and

WHEREAS, the City Council supports the disaster declaration signed by Mayor Jason Perez on September 13, 2021 and consented to its continuation on September 14, 2021.

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

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

SECTION 2. That a local state of disaster is hereby declared for the City of Angleton, Texas pursuant to §418.108(a) of the Texas Government Code, and the City Council hereby consents to its continuation through December 15, 2021, or until such time as it is terminated by the Mayor, provided that the Mayor gives City Council seventy-two hours' notice of proposed termination.

SECTION 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster activates the City emergency management plan.

SECTION 5. The Mayor is authorized to sign this Resolution and the City Secretary to attest.

SECTION 6. This Resolution shall become effective and be in full force and effect upon execution by the Mayor.

RESOLUTION NO. 20211109-004

Page 2 of 2

PASSED AND APPROVED THIS THE 9TH DAY OF NOVEMBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/9/2021

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action authorizing the City Manager to execute an agreement with Kimley-Horn to develop Angleton's Park Design Standards after legal review.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$85,000

FUNDS REQUESTED: NA

FUND: 40-506-625

EXECUTIVE SUMMARY:

On June 14, 2021, staff met with the Parks and Recreation board to discuss the development of a park standards manual. This manual will act as a resource for staff, boards and commissions, and developers regarding minimum park standards. Staff has referenced City of Virginia Beach and City of Alexandria Design Standards Manual as templates but would like to solicit assistance from Kimley-Horn who has experience developing similar manuals, templates enclosed.

On Monday, October 11, 2021, the Parks & Recreation Board made a motion to recommend that ABLC fund the proposal from Kimley-Horn to develop Angleton's Design Standards Manual.

On October 18, staff met with the Angleton Better Living Corporation (ABLC) to propose funding for Angleton's Park Design Standards manual. Kimley-Horn representative, Kristina Malek, presented the firm's approach and timeline for developing Angleton's Design Standards manual. Subsequently, ABLC authorized \$85,000 in 40-506-625 to contract Kimley-Horn in order to develop Angleton's Park Design Standards manual and recommended the City Manager be authorized to execute an agreement after legal review.

RECOMMENDATION:

Staff recommends City Council authorize the City Manager to execute an agreement after legal review with Kimley-Horn to develop Angleton's Park Design Standards.

SUGGESTED MOTION:

I move we authorize the City Manager to execute an agreement with Kimley-Horn to develop Angleton's Park Design Standards after legal review.

July 6, 2021

Megan Mainer
Director of Parks & Recreation
City of Angleton
121 S. Velasco
Angleton, TX 77515

**Re: Professional Services Agreement
Park Standards**

Dear Mrs. Mainer,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to The City of Angleton (“Client”) for providing Professional Services associated with the above referenced project.

PROJECT UNDERSTANDING

Kimley-Horn understands that the Client seeks professional assistance in the development of Park Standards to guide developers, consultants and staff on future park improvements. Tasks may include coordination and meetings, developing or modifying standards in an effort to prepare a Park Standards document. Our understandings and assumptions which this Agreement is based include:

- The Client has directed Kimley-Horn to utilize the City of Virginia Beach, VA “Design Standards Manual” and the City of Alexandria, VA “Park Facility Standards Manual” as a template for formatting and content on replica and modified park standards.
- We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:
 - List of Parks
 - Lakeside Park Construction Documents
 - Bates Park Construction Documents
 - Dickey Park Construction Documents
 - KAB Plant List
 - Gateway Master Plan
 - Corporate ID Package
 - Applicable details, specifications, and standards to reference
- The Consultant will rely upon the timely response and participation of the Client.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below. The approach to developing the Park Standards includes two phases: Evaluation Phase and Development Phase.

Task 1 Evaluation Phase \$10,000 Lump Sum

The Consultant will attend a Kickoff Meeting with the City to discuss the City's current standards, confirm new standards to include, review documents to reference in development of modified and replica park standards, and provide the Consultant with the applicable documents to utilize. During this meeting, the Consultant will also confirm which parks to include in the Park Development Standards section.

Based on initial discussions with the Client, it is our understanding the following Park Standards will be included:

- Disc Golf
- Restroom Building
- Parking lots (concrete, asphalt, gravel, pervious)
- Trails (concreted, aggregate, natural)
- Baseball / Softball (field, backstop, dugout cover)
- Soccer (field, goal)
- Basketball (court, goal system)
- Horseshoe Pit
- Tennis Court (court, netting)
- Volleyball (court, netting, sand)
- Football (field, goal)
- General Fields
- Court Surfacing
- Bleachers
- Playground (site considerations, equipment, surfacing: wood fiber or poured in place rubber, drainage)
- Pedestrian Prefabricated Bridge
- Decks/Boardwalks
- Shelters (wood, fabric)
- Lighting (street, parking lot, pathways, areas, athletic fields, ground recessed, historic pole)
- Fencing (chain link, metal, wood)
- Signage (Entry, educational, wayfinding, regulatory)
- Site furnishings (bench, bike rack, grill, picnic table, trash receptacle, pet waste disposal, drinking fountain, pet fountain, flagpole, bollards)
- Park Utilities
- Planting Design
- Irrigation
- Site prep and clean up

The Consultant will review the information provided in the Kickoff Meeting, evaluate the information, and develop a spreadsheet outline for the Park Standards. Outline to include references to modified park standards (based on information provided by the City), new park standards (based on limited to

no information provided by the City), and replica park standards (based on the same standard developed by Virginia Beach and/or Alexandria's Park Standards without any modifications). Upon completion of the outline, Kimley-Horn will meet with staff to confirm the document direction and incorporate any feedback into the Development Phase.

This task includes project management effort for the preparation of progress reports, meeting notes, project workplan, schedule, administration, and coordination with staff.

Meetings: Two (2) in person

Deliverables: Outline of Park Standards spreadsheet

Task 2 Development Phase \$75,000 Lump Sum

The Consultant will prepare a Park Standards document in accordance with the Outline of Park Standards from the Evaluation Phase. Anticipated sections include:

- Cover page
- Table of Contents
- Introduction
- Park Development Standards
- User Guide / Park Standard Template
- Park Standards

Park Standards content to include:

- Definition / Purpose – scope and functionality of each component
- General information – as applicable: jurisdictional requirements, special conditions, preferred manufacturer, related sections, design criteria
- Materials / Finish – as applicable: treatment, fabrication requirements, color
- Features – components, options
- Installation – method, specific site requirements
- Life cycle – warranty requirements, site requirements
- Standard detail / Example Photo

The Consultant will develop up to 30 modified park standards (based on information provided by the City), up to 20 new park standards (based on limited to no information provided by the City), and up to 15 replica park standards (based on the same standards developed by Virginia Beach and/or Alexandria's Park Standards). The Consultant shall rely on all information supplied by the Client as accurate and correct. Consultant is not responsible for additional work required due to inaccurate, incorrect, or incomplete information supplied by the Client.

Kimley-Horn will prepare a Draft Park Standards Document to review with the Client up to 3 times at 30%, 60%, and 90% completion. Upon 60% completion, Kimley-Horn will meet with the Parks Board to gather feedback. Feedback to be incorporated into the subsequent deliverable. A Final Park Standards document will be prepared and printed to hardcopy. Additional revisions following the Final Park Standards document will be considered an additional service.

This task includes project management effort for the preparation of progress reports, meeting notes,

project workplan, schedule, administration, and coordination with staff.

Meetings: Four (4) in person

Deliverables: Draft Park Standards pdf, Final Park Standards pdf/hardcopy (up to 3)

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

- Additional meetings, stakeholder coordination, or presentations
- Additional standards above the quantities identified herein
- Developing Construction Specifications
- Developing Bidding or Construction Documents
- Cost estimates
- Website creation

ADDITIONAL SERVICES

Any items requested that are not specifically noted in the above scope will be considered additional services and will be provided as requested and authorized by the Client at our then current hourly rates.

SCHEDULE

The Consultant will work to prepare a mutually agreed upon schedule with the City.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1-2 for the total lump sum labor fee below. Individual task amounts are informational only.

Task 1	Evaluation Phase	\$10,000	LS
Task 2	Development Phase	<u>\$75,000</u>	LS
Total		\$85,000	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to The City of Angleton.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

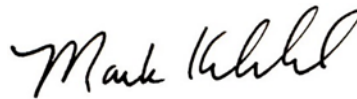
Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Kristina Malek, P.L.A.

Associate / Project Manager



Mark Kirkland, P.E.

Vice President

Attachment: Request for Information, Standard Provisions



Agreed to on this ____ day of _____, 2021.

City of Angleton

By: _____

Signature

Title

Print Name

Date

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- (1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- (2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
 - (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
 - (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- (3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- (4) **Method of Payment.** Client shall pay Consultant as follows:
- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
 - (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees."
 - (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client."
- (5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

"(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT."

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

"(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained."

(12) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the

Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Park Standards

City of Angleton

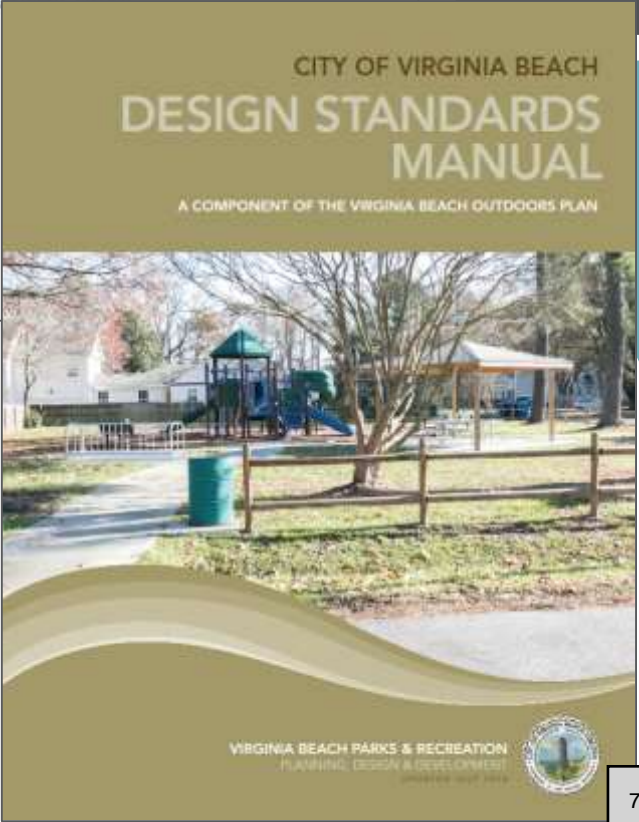
Kimley-Horn

- Kimley-Horn was founded in 1967
- Multidisciplinary consulting firm
- Over 4,300 employees from more than 95 offices nationwide, including 15 in the Texas region.



Intent

- To develop Park Standards to guide developers, consultants and staff on future park improvements
- Use City of Virginia Beach, VA “Design Standards Manual” and City of Alexandria, VA “Park Facility Standards Manual” as template



Document Outline

- Cover page
- Table of Contents
- Introduction
- Park Development Standards
- User Guide / Park Standard Template
- Park Standards

Standards may include:

- Disc Golf
- Restroom Building
- Parking lots (concrete, asphalt, gravel, pervious)
- Trails (concreted, aggregate, natural)
- Baseball / Softball (field, backstop, dugout cover)
- Soccer (field, goal)
- Basketball (court, goal system)
- Horseshoe Pit
- Tennis Court (court, netting)
- Volleyball (court, netting, sand)
- Football (field, goal)
- General Fields
- Court Surfacing
- Bleachers
- Playground (site considerations, equipment, surfacing: wood fiber or poured in place rubber, drainage)
- Pedestrian Prefabricated Bridge
- Decks/Boardwalks
- Shelters (wood, fabric)
- Lighting (street, parking lot, pathways, areas, athletic fields, ground recessed, historic pole)
- Fencing (chain link, metal, wood)
- Signage (Entry, educational, wayfinding, regulatory)
- Site furnishings (bench, bike rack, grill, picnic table, trash receptacle, pet waste disposal, drinking fountain, pet fountain, flagpole, bollards)
- Park Utilities
- Planting Design
- Irrigation
- Site prep and clean up

Standard Format

- **Definition / Purpose** – scope and functionality of each component
- **General information** – as applicable: jurisdictional requirements, special conditions, preferred manufacturer, related sections, design criteria
- **Materials / Finish** – as applicable: treatment, fabrication requirements, color
- **Features** – components, options
- **Installation** – method, specific site requirements
- **Life cycle** – warranty requirements, site requirements
- **Standard detail / Example Photo**

GOALS FOR SOCCER

ATHLETIC EQUIPMENT SECTION

CHAPTER 2: SITE FURNISHINGS

PURPOSE

Soccer goals shall be provided for a variety of age groups including youth and adult.

GENERAL INFORMATION

Goal construction shall comply with the National Federation of State High Schools, National Collegiate Athletic Association regulations, or other governing authority.

Goal dimensions will vary according to play level, and shall comply with the National Federation of State High Schools, National Collegiate Athletic Association regulations, or other governing authority.

Goals shall be removable, stored on-site and secured in a protected area.

Related Standards: Synthetic Infill Turf System, Field Diagram | Soccer.

MATERIALS AND FINISH

Goals shall be one piece, reinforced, unitized or welded for stability.

Nets shall be 4mm, hexagonal or square, weather resistant, heavy duty nylon cord or webbing.

Goals shall be constructed from heavy wall aluminum tubing with smooth welds, joints and corners. Goal frame tubing shall be 4 inch outside diameter.

Open tube bottoms shall not be permitted.

Net and frames shall be white in color.

FEATURES

Goals shall be portable with wheel transport systems.

Adult goals shall be 8 feet vertical height and 24 feet wide. Goals shall be 5 feet deep at the top and 10 feet deep at the bottom.

Youth goals shall be 6 feet vertical height and 18 feet wide. Goals shall be 4 feet deep at the top and 6 feet deep at the bottom.

INSTALLATION

Goals shall be installed with tie down stakes for natural turf fields.

Goals on synthetic infill turf systems shall be weighted with an anchoring system that does not puncture the turf surface.

LIFE CYCLE EXPECTATIONS

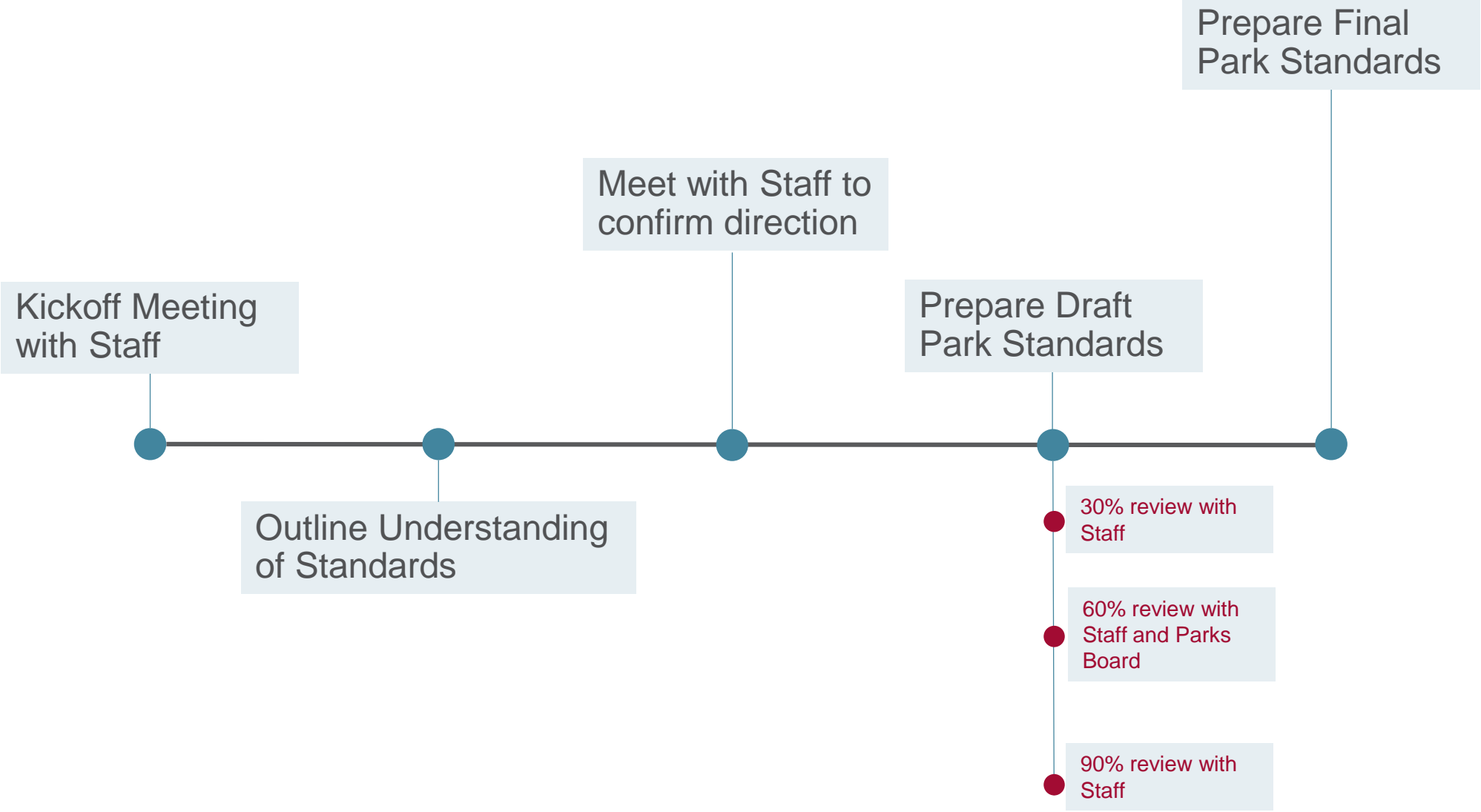
A 5 year minimum warranty is required.

Goals are anticipated to require replacement after 8 years of normal and ordinary use.



Soccer goal

Process



THANK YOU!

CITY OF VIRGINIA BEACH DESIGN STANDARDS MANUAL

A COMPONENT OF THE VIRGINIA BEACH OUTDOORS PLAN



DESIGN STANDARDS MANUAL

City of Virginia Beach
Department of Parks & Recreation

Director Michael Kalvort, CPRE

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WEST NECK CREEK NATURAL AREA | An example of a municipal preservation area whose primary purpose is to preserve the indigenous vegetation and wildlife in order to serve as green infrastructure, passive recreation and as a scenic environment for Virginia Beach residents to enjoy.



TABLE OF CONTENTS

- 5** Park Development Standards
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COVER PHOTO | Virginia Beach is home to 265 parks and park facilities, encompassing over 4,000 acres, including neighborhood and community parks, metro parks, signature parks, natural areas, waterway accesses, trail linkages, open space preservation areas and park athletic facilities. Each park is unique and offers something for everyone, from wide open spaces to playgrounds, picnic shelters, and ballfields.

This photo was taken at Gatewood Park in central Virginia Beach which exemplifies various design standards for our park system with regards to walkways, tree plantings, shelters, picnic tables and playground areas.

This document was developed with extensive input from various City Parks & Recreation staff. Its goal is to establish a unique identity for the entire Virginia Beach park system, where individual park components relate to each other as well as to the City's park system as a whole. This manual covers a wide range of park elements and systems, identifying specific types, materials, and installation practices.

It is the City's standard that all sites shall be easily accessible to the public by all modes of transportation: vehicular, bicycle, and pedestrian. Standards for ADA accessibility are incorporated throughout this document. ADA accessibility shall be accommodated at all sites to the fullest extent practical.

The preparation of this document meets the following three objectives:

- The development and utilization of a single standards document by all Parks & Recreation Divisions
- The establishment of a pattern of common elements and an identifiable quality throughout all the City's park land
- The utilization of consistent, safe, sustainable and cost effective materials that are easily maintained and managed and are implemented system-wide

Key Components:

The Design Standards Manual identifies standard elements, materials, product information, specifications (as needed), and implementation practices. The main components of the manual are listed below. Each section includes text, images, and details to communicate the City's standards. However, the details provided throughout the manual are not to be used for construction, but for general guidance as to common practices and design elements.

- Park Development Standards
- Specialized Facilities
- Buildings
- Parking Lots
- Planting Design
- Fields
- Play Courts
- Playground Systems
- Park Walkways and Trails
- Shelters
- Lighting
- Fencing
- Signage
- Site Furnishings

SECTION ONE

Park Development Standards





(Above): Aerial view of Mount Trashmore Park, including views of Lake Trashmore, Kids Cove playground, and skate park with adjacent vert ramp.

(Immediately above): ADA accessible ramp to play structure on Kids Cove.

SIGNATURE PARK (SP)

DEFINITION	A municipal outdoor recreational facility that is unique to the Virginia Beach municipal parks and recreation system. These parks shall service a variety of ages and emphasize family and organized group activities. Many times signature parks will have a special use facility or single purpose recreational activity, such as a fairground, outdoor theater, or festival area. These parks are typically designed for a full-day experience and are capable of holding large scale special events with supporting amenities.
SIZE	Greater than 100 acres
STAFFING	Staffed full-time with municipal employees
UTILITIES	Water, electric/power, telephone, sewer
EXISTING SITES	Mount Trashmore Park and Little Island Park
UNIQUE AMENITIES	Substantial waterfront or other distinctive amenity
TYPICAL AMENITIES	Multiple athletic fields and/or special events area, basketball, tennis, and volleyball courts, multiple playground areas park trails, benches, multiple restrooms, vending machines, or concession areas, multiple picnic areas, large shelters, and grills, large parking areas, specialized facilities staff and maintenance buildings



METRO PARK (MP)

DEFINITION	A municipal outdoor recreational facility that provides a high level of outdoor recreational amenities that may include those amenities found at community parks, but may also include multiple game-quality athletic fields, skate parks, and/or disc golf courses. A metro park serves various ages, with emphasis on organized sport group activities and potential protection of natural areas. Metro parks are built and designed typically for a three to four hour experience. Metro Parks may be capable of holding special events.
SIZE	50.1 to 100 acres
STAFFING	Staffed full-time with municipal employees
UTILITIES	Water, electric/power, telephone, sewer
EXISTING SITES	Bayville Farms Park, City View Park, Great Neck Park, Munden Point Park, and Red Wing Park
UNIQUE AMENITIES	Multiple athletic fields, skate parks, and/or disc golf courses
TYPICAL AMENITIES	Basketball, tennis, volleyball courts, multiple playgrounds, large open play areas, park trails and benches, restrooms and vending machines or concession areas, multiple picnic areas, large shelters, and grills, large parking areas, kiosks, and staff/maintenance buildings



(Top photo): Great Neck Park and adjacent Community Recreation Center

(Immediately above): Stone wall trail at Bayville Farms Park



(Top photo): Woodstock Community Park
(Immediately above): Providence Park

COMMUNITY PARK (CP)

DEFINITION	A municipal outdoor recreational facility that provides a mid-range level of outdoor recreational amenities that may include amenities found at neighborhood parks and at metro parks. A community park would service various ages, with emphasis on organized sport group activities and potential protection of natural areas. Community parks are built and designed typically for a two to three hour experience.
SIZE	15.1 to 50 acres
STAFFING	Community parks are not generally staffed full-time. However, these parks may be staffed during programmed events by municipal staff or private/non-profit organizations.
UTILITIES	Water, electric/power, telephone, sewer
EXISTING SITES	Beach Garden, Carolanne Farms, Dunwoody, Lynnhaven, Ocean Lakes, Plaza/Northgate, Providence, Three Oaks, Williams Farm, Woodbridge, Marshview, and Woodstock
TYPICAL AMENITIES	Multiple athletic fields, basketball, tennis, and volleyball courts, playground areas, park trails, benches, restrooms, vending machines, or concession areas, multiple picnic areas, large shelters, and grills, large parking areas, specialized facilities staff and maintenance buildings



NEIGHBORHOOD PARK (NP)

DEFINITION A municipal outdoor recreational facility that provides a basic level of outdoor recreational amenities. Limited non-organized sport group activities are encouraged. This park would service various age groups with emphasis on the youth. In some cases, limited parking is provided in existing neighborhood parks. A neighborhood park is built and designed typically for a one to two hour experience and shall be customized and designed for the demographic groups who use the park.

SIZE Small Neighborhood Park: 0.25 - 5 acres
 Large Neighborhood Park: 5 - 15 acres

STAFFING These parks are not staffed.

UNIQUE AMENITIES Unlit practice diamonds and rectangular athletic fields, basketball, tennis, and/or volleyball courts, playground equipment, open play areas, park trails, benches, small shelters and picnic tables



(Top photo): Playground, shelter and other amenities at Buyrn Farm Park
 (Immediately above): Children play at Bellwood Estates Neighborhood Park



(Top photo): Waterfowl at Stumpy Lake Natural Area
 (Immediately above): Fishing at Lake Lawson/Lake Smith Natural Area

NATURAL AREA (NA)

DEFINITION	A municipal preservation area whose primary purpose is to preserve the indigenous vegetation and wildlife in order to serve as green infrastructure and as a scenic environment for Virginia Beach residents to enjoy. Natural Areas include areas for protection and management of the natural/cultural environment with recreation use as a secondary objective. Recreational use might include passive recreation activities such as hiking, birding, and environmental education, but may also include public waterway access improvements, public fishing opportunities, and trail connections.
SIZE	There are no specific standards for size or acreage other than they shall be sufficient to protect the resource and provide for appropriate usage.
STAFFING	Natural Areas can be staffed full-time or part-time; also, these parks may be staffed during programmed events or activities by municipal staff or private/non-profit organizations.
UTILITIES	Water, electric/power, and sewer as needed
UNIQUE AMENITIES	Natural or cultural elements to be preserved
TYPICAL AMENITIES	Park trails, overlooks, benches, water access, picnic tables, shelters, and kiosks



OPEN SPACE PRESERVATION AREA (OSPA)



(Top photo): Aerial view above Pleasure House Point Natural Area
(Immediately above): Wooded trail at Marshview Park

DEFINITION	A municipal preservation area whose primary purpose is to preserve the indigenous vegetation and wildlife in order to serve as green infrastructure and as a scenic environment for Virginia Beach residents to enjoy. The difference between OSPA sites and Natural Areas is that OSPA sites are generally smaller in size and interspersed throughout the city in order to provide a natural setting and visual relief from the built environment. OSPA sites include dedicated watersheds or natural/non-developed areas. Recreational use might include passive recreation activities such as hiking, birding, and environmental education, but may also include public waterway access improvements, public fishing opportunities, and trail connections.
SIZE	There are no specific standards for size or acreage other than they shall be sufficient to protect the resource and provide for appropriate usage.
STAFFING	Open space sites are not staffed
UTILITIES	Water, electric/power, and sewer are not needed
UNIQUE AMENITIES	Natural or cultural elements to be preserved
TYPICAL AMENITIES	Park trails, overlooks, benches, water access, and picnic tables



(Top photo): Grommet Island Park
(Immediately above):
Princess Anne Commons
Gateway Park

SPECIAL USE PARK (SU)

DEFINITION

A municipal recreational facility that serves a specific purpose. Special use sites include athletic complexes, golf courses, recreation centers, and water access sites. Each type of site may have specialized design and facility service standards, which are addressed more specifically in the Department of Parks and Recreation strategic plan. However, the buildings and fixtures shall incorporate the standards and recommendations here in.

SIZE

Varies

STAFFING

Most of the special use sites are staffed full time with municipal employees. However, certain water access sites may not require staffing.

UTILITIES

All but the water access sites shall have water, power, telephone, and sewer.

SPECIAL USE SITE TYPES

- Athletic Complexes
- Recreation Centers
- Water Access Sites
- Resort Area Parks
- Gateway Parks



LINEAR PARK (LP)

DEFINITION Linkages are built connections or natural corridors that link community destinations together. Typically, the linear park is developed for one or more modes of recreational travel such as walking, jogging, biking, in-line skating, hiking, and horseback riding.

SIZE The size of the overall corridor varies, although where a trail is proposed, a minimum corridor width of 30' is recommended.

STAFFING Linkage sites are generally not staffed full time. Ideally, adjacent municipal or non-profit staffed destinations could serve as periodic staff for these areas.

UTILITIES None required, however along certain areas lighting, call boxes, and/or other utilities may be desired.

TYPICAL AMENITIES Trails, overlooks, benches, bike racks, picnic tables, kiosks and shelters (if appropriate)



Pedestrians push baby strollers on South Beach Trail



(Top photo): Neptune Park at 31st Street on the Oceanfront
(Immediately above): Night time view of King Neptune public art at Neptune Park

TOWN GREEN (TG)

DEFINITION

A central focal point and gathering area within an urban development area. Town Greens are typically publicly-owned rectangular spaces occupying an entire development block. Town Greens consist of open lawn, landscape area and walkways that accommodate informal active and passive recreation as well as large scale events. Parking is provided by surrounding on-street spaces or nearby public parking garages.

SIZE

1 - 5 acres

STAFFING

Staffed only during events

TYPICAL AMENITIES

Outdoor stage, open play areas, playgrounds, park trails and benches, restrooms, picnic shelters, tree plantings, pedestrian scale lighting

UNIQUE AMENITIES

Seat walls, vendor spaces, outdoor art feature



ECO-GARDEN (EG)

DEFINITION	The primary purpose of these park areas is to manage stormwater with infrastructure technology that mimics natural eco-systems and provides storage and quality treatment for adjustment development. Recreational use is necessary, secondary objective and might include passive recreation activities such as walking paths, trail nodes, seating areas, picnic areas and environmental education or more active recreation such as skate ramps and event stages. Eco-Gardens can be located on public or private property.
SIZE	1/4 acre to 10 acres
STAFFING	N/A
TYPICAL AMENITIES	Rain gardens, water gardens, bio-retention planting beds, fountains, green roof gardens, permeable pavers, tree plantings, walking paths, kiosks, seating
UNIQUE AMENITIES	Picnic tables, cafe tables, pedestrian scale lighting, outdoor art feature



(Top photo): Eco-Garden at Kellam High School
 (Immediately above): Roof Garden at College Park Elementary School



(Top photo): Sunny day at Town Center Plaza (Immediately above): Outdoor plaza at the Sandler Center for the Performing Arts

URBAN PLAZA (UP)

DEFINITION	A small urban open space that is surrounded by buildings with high density mixed uses. Urban Plazas are typically paved and provide opportunities for social interaction. Urban Plazas accommodate frequent small gatherings and events such as an art show or farmers market. Urban Plazas are located either on public property or on private property with an easement dedicated for public use.
SIZE	1 acre or less
STAFFING	Staffed only during events
UTILITIES	Electric power
TYPICAL AMENITIES	Tree plantings, outdoor cafe seating, benches, transit stop, pedestrian scale lighting
UNIQUE AMENITIES	Fountains, seat walls, decorative pavers, outdoor art feature



FEATURE REQUIREMENTS BY CLASSIFICATION

PARK PERIMETERS

Parks are located in areas of varied topography with diverse environmental qualities and shall be designed to avoid adjacent land use impacts.

ACCESSIBILITY

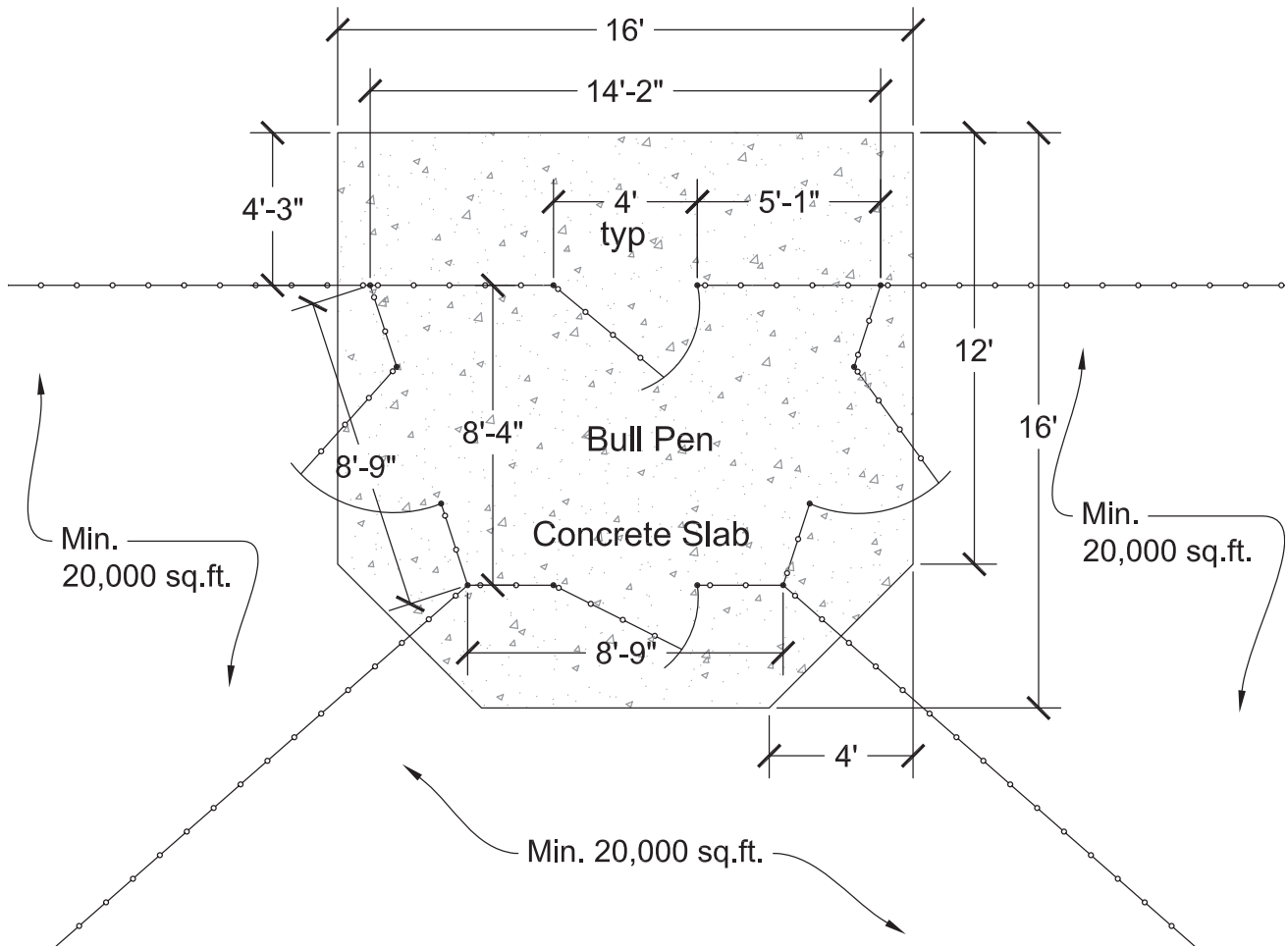
All sites shall be easily accessible to the public by all modes of transportation: vehicular, bicycle, and pedestrian. ADA accessibility shall be accommodated at all sites to the fullest extent feasibly practical.

	SP	MP	CP	NP	NA	OSPA	SU	LP	TG	EG	UP
Water Fountains	x	x					x			x	
Restroom	x	x					x		x		
Trail Linkages	x	x	x	x	x	x	x	x	x	x	x
Signage	x	x	x	x	x	x	x	x	x	x	x
Fencing	x	x	x	x			x		x	x	x
Landscaping	x	x	x	x			x	x	x	x	x
Irrigation	x	x					x			x	
Parking	x	x	x		x		x		x	x	
Trash Receptacles	x	x	x	x	x		x	x	x	x	x
Bicycle Racks	x	x	x	x	x		x	x	x	x	
Park Benches	x	x	x	x	x		x	x	x	x	x
Security Lighting	x	x					x	x	x	x	x
Shelters	x	x	x	x	x		x		x	x	
Picnic Tables	x	x	x	x	x		x	x	x	x	x
Grills	x	x	x				x				
Playground	x	x	x	x			x		x		
Walking/Jogging Path	x	x	x		x		x	x	x	x	
Maintenance Building	x	x					x				

SECTION TWO

Specialized Facilities



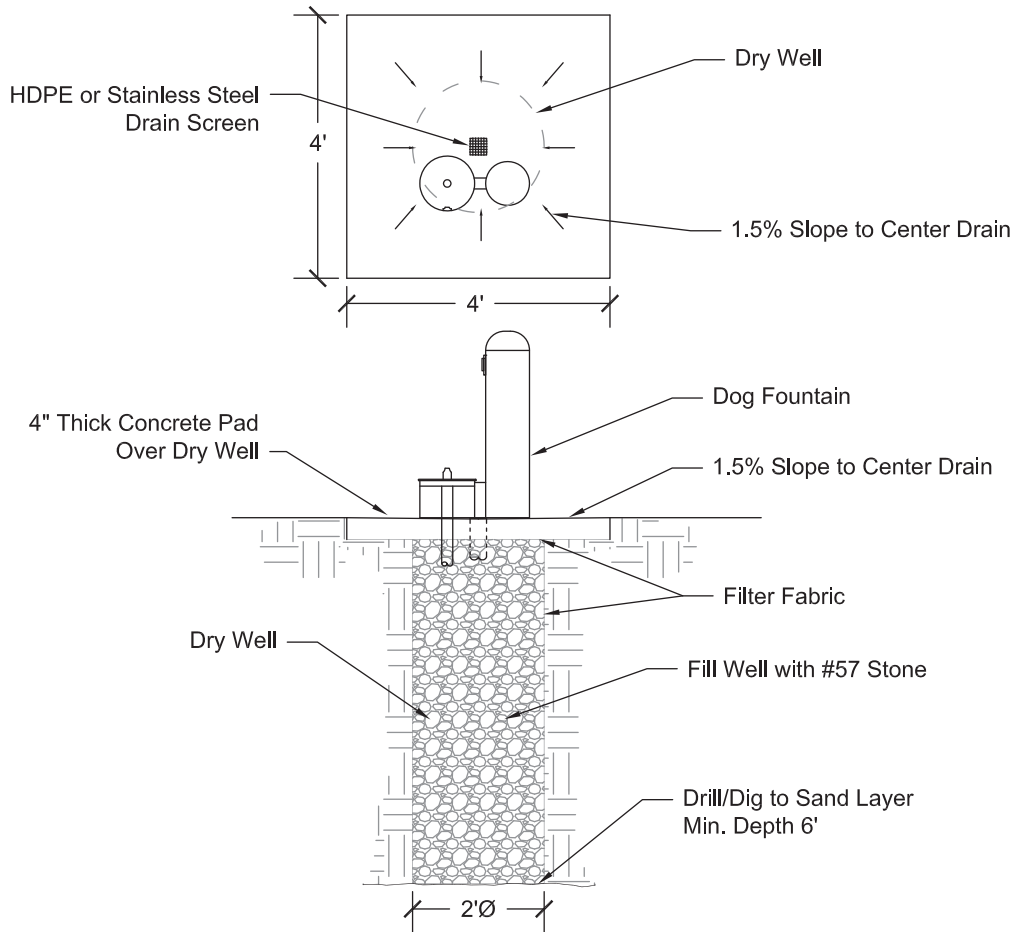


Dogs play leash-free at the dog park at Red Wing Park

DOG PARK

DEFINITION	Enclosed fence area where dogs are able to freely run off leash
SIZE	1.3 acre minimum
FENCED AREA CLASSIFICATIONS	three (3) areas, one (1) small dogs & two (2) "all dogs"
FENCE TYPE	4' high black vinyl coated chain link fence shall enclose the dog park areas
ENTRY/EXIT	Fenced area with four (4) gates. The bull pen area should be located on a concrete slab. The slab should also extend out at the entry/exit points in order to minimize the high use impacts on the area. All gates shall be ADA accessible.

PET WATER FOUNTAIN DETAIL



BENCHES

A minimum of three (3) benches shall be located within the dog park areas.

TRASH RECEPTACLES /BAG DISPENSERS

Trash receptacles shall be anchored onto concrete pads and within the fenced areas. Dog bag dispensers shall be located within the fenced areas.

SHADE TREES /SHADE STRUCTURES

Shade trees shall be located within the perimeter of the fenced areas. Canopy coverage should ultimately shade at least 1/3 of the dog park areas otherwise shade structures are required. When tree canopy is not available, structured shade for each fenced area should be considered.

PET WATER FOUNTAINS

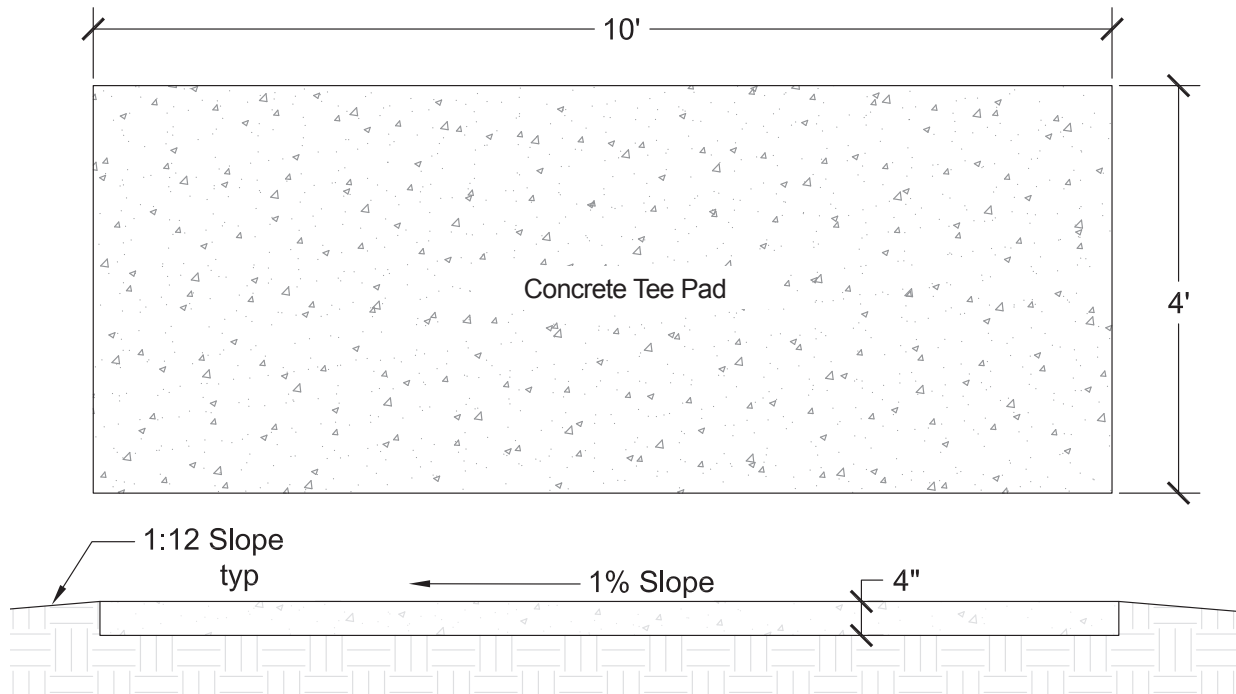
Pet fountains should be located within each fence dog area near the entrance. The pet fountains shall also have an enclosed hose bib and be constructed over a stone-filled dry well.

LAWN

The dog park areas should be rotated as needed between the three (3) areas allowing lawn areas to recover.



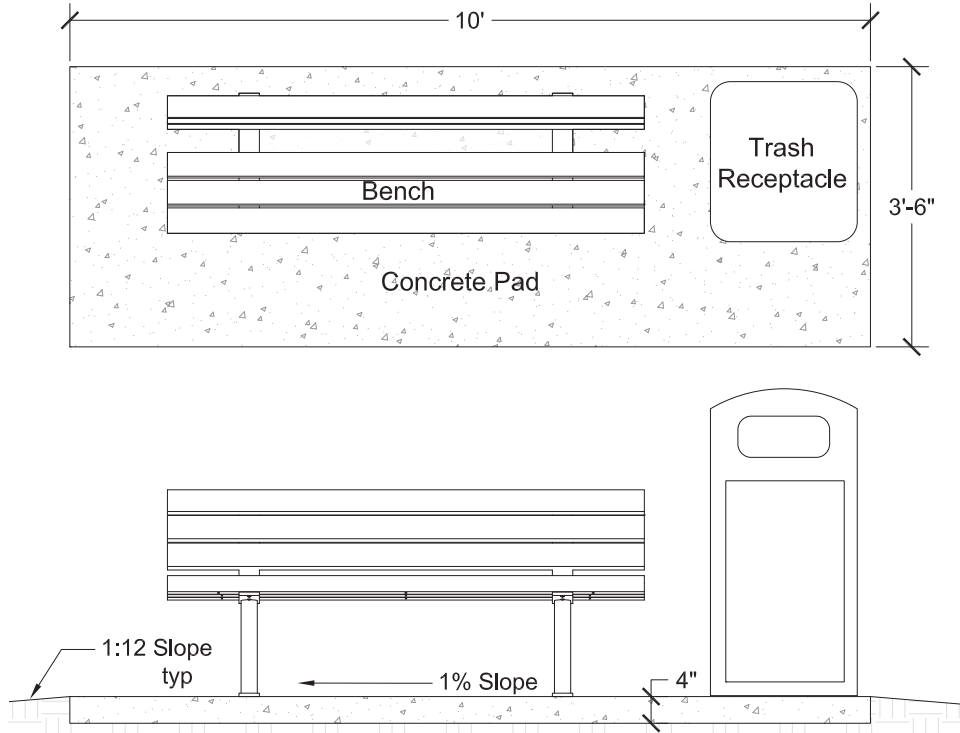
An owner and his dog play leash-free at the dog park at Bayville Farms Park



Disc golf target with base at Bayville Farms Park

DISC GOLF

DESCRIPTION	Disc golf is played much like traditional golf, except players use a flying disc instead of a ball and clubs. A golf disc is thrown from a tee pad area to a target, which is an elevated basket.
AREA REQUIRED	Ideally, a well-balanced course has a mixture of holes that go completely through wooded areas, and also open areas. Typically, fairways in wooded area range from 20-40 feet wide. Small recreational courses can usually fit two (2) to three (3) holes per acre depending on the terrain.
LAYOUT	Fairways should not cross one another (if possible) and should be far enough apart so errant throws do not become a safety hazard for other players. Avoid installing fairways that are close to public streets, sidewalks and other areas where non-players congregate.
LENGTH	Course for recreational players should average less than 250 feet per hole, although, no hole should be shorter than 120 feet.
HOLE COUNT	Most courses are either nine (9) or eighteen (18) holes.
TEE PADS	Two (2) 4' x 10' x 4" thick 3000 psi fiber reinforced with a heavy broom/raked finish tee pads shall be located for each hole. This will provide opportunities for players of varying skill levels. Tee pads shall be level from left to right. The maximum slope from front to back shall be 1%.



SIGNS

Install a rules sign prominently before the first tee. All tee pads on each hole should have permanent signs indicating the hole number, length, and recreational par.

EXISTING COURSES

Bayville Farms Metro Park and Munden Point Metro Park

**BENCHES
/TRASH RECEPTACLES**

Bench/trash receptacle concrete pad shall be located near the tee pad area. The bench/trash receptacle concrete pad will be 3.6' x 10' x 4" thick 3000 psi fiber reinforced with a light broom finish. Trash receptacles & Benches maybe located on a separate concrete pads. (See Site Furnishings section for concrete pad dimensions)

**DISC GOLF TARGET
WITH BASE**

All parts of disc golf targets shall be hot dipped galvanized steel or stainless steel. Targets shall have 24 chains, minimum 2/0 straight link. Poles shall be minimum 1 7/8" OD. Collars for attaching basket shall be a minimum of 5" long, and chain rack collar shall be a minimum of 4" long. Locking bases for disc golf targets shall be 18" long minimum.

ADA COMPLIANCE

Efforts shall be made to provide a legitimate opportunity to play for those with disabilities. If all holes cannot be made accessible, a hole route on part of the course may provide that opportunity.



(Above) Skaters enjoy the concrete course at Williams Farm Skate Park; (immediately above) shade canopies protect the viewing area bleachers at Mount Trashmore Skate Park

SKATE PARK

TYPES	Above ground street course and skate spots located on a concrete slab, concrete skate parks and plazas shall be used based on funding and site constraints.
ACREAGE	Signature/Metro Parks shall have minimum 1 acre; Community Parks shall have minimum 1/2 acre, and skate spots shall have minimum 1,000 square feet. All shall have 50% rideable area.
SLAB FINISH	Power trowel to a smooth finish. After curing, allow concrete to air dry. Apply one coat of industrial grade sealer.
DESIGN	Skate parks shall be designed by an experienced and qualified skate park designer.
PERIMETER FENCING	6-foot tall black vinyl coated chain link fence surrounding the skate park area with one gated entrance point is optional.
BUILDINGS	An optional small building or shelter may be located at the skate park. Power may be installed for attendant building and special events.
VIEWING AREAS	Viewing areas around the skate park shall be included in its design. These areas shall include such items as bleachers, picnic tables, shelters, benches, etc. Shade trees shall be located to provide shade over these areas.

SECTION THREE Buildings





Attendant booth at Little Island Park (top left); concession area at Providence Park (top right).

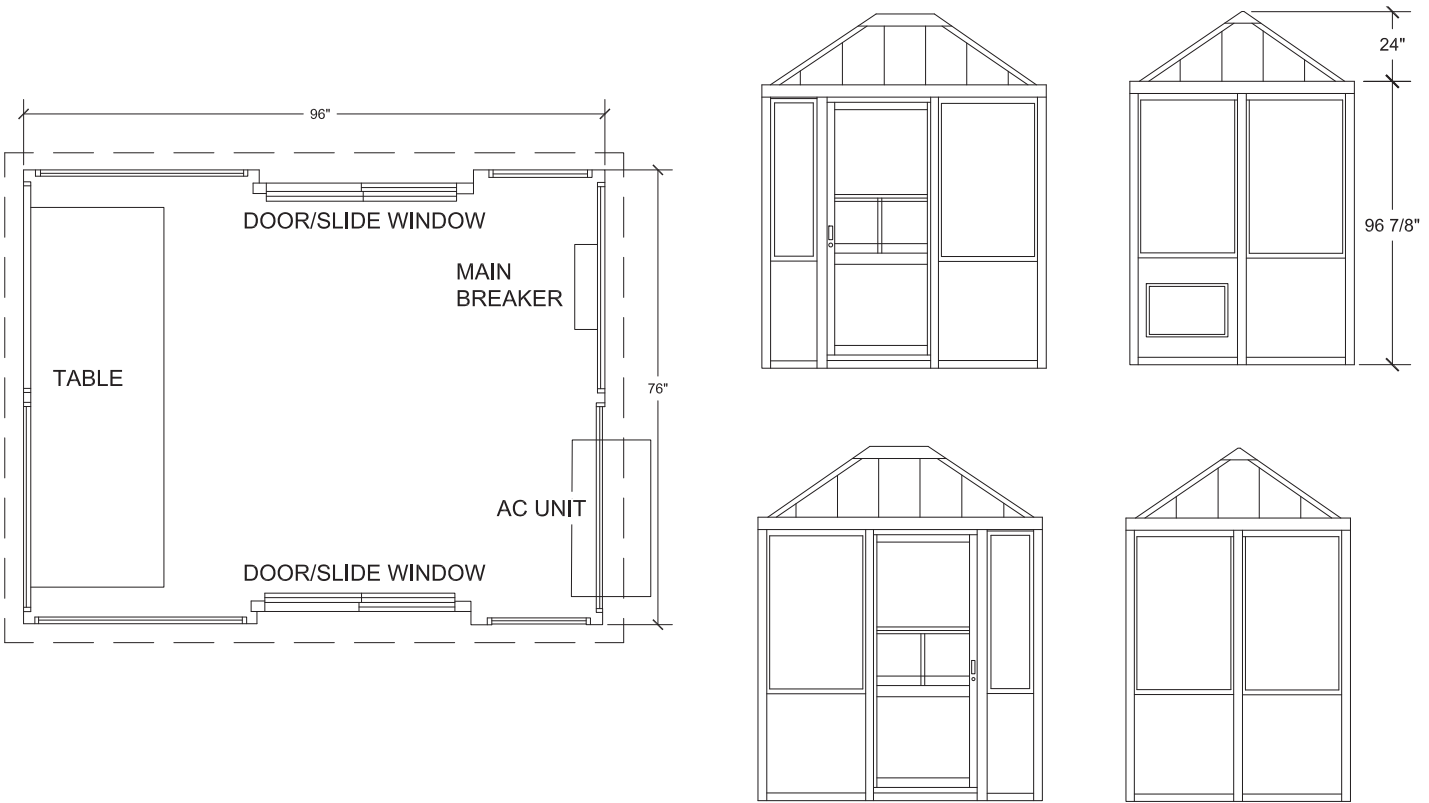
BUILDINGS

DESCRIPTION	Buildings located in parks include restroom facilities, park offices, storage buildings, etc. All buildings located on a site shall complement each other and the surrounding environment in scale, materials and placement and always meet or exceed ADA compliance.
BUILDING ORIENTATION /ENTRY	Entrances shall face or be clearly visible from an adjacent public street or associated parking area. The primary entry shall be clearly identified by articulation of the building mass or other architectural design solution. The main entry shall be more visually dominant than service area entries.
BUILDING MASSING	Park offices, restroom facilities, and storage needs shall be incorporated into single buildings. The massing or three-dimensional form of larger buildings shall be broken into smaller components that more readily relate to the human scale.
BUILDING FAÇADE	The design of the building façade shall incorporate elements that help to break up long, undifferentiated walls or sides. Buildings shall also incorporate design features and architectural elements that relate to the scale of pedestrians such as covered entryways. Split face block or hardy plank shall be used on all facades. (Tan or Gray in Color)
ROOF MATERIALS	Standing seam aluminum roof (Gray or Blue in color)

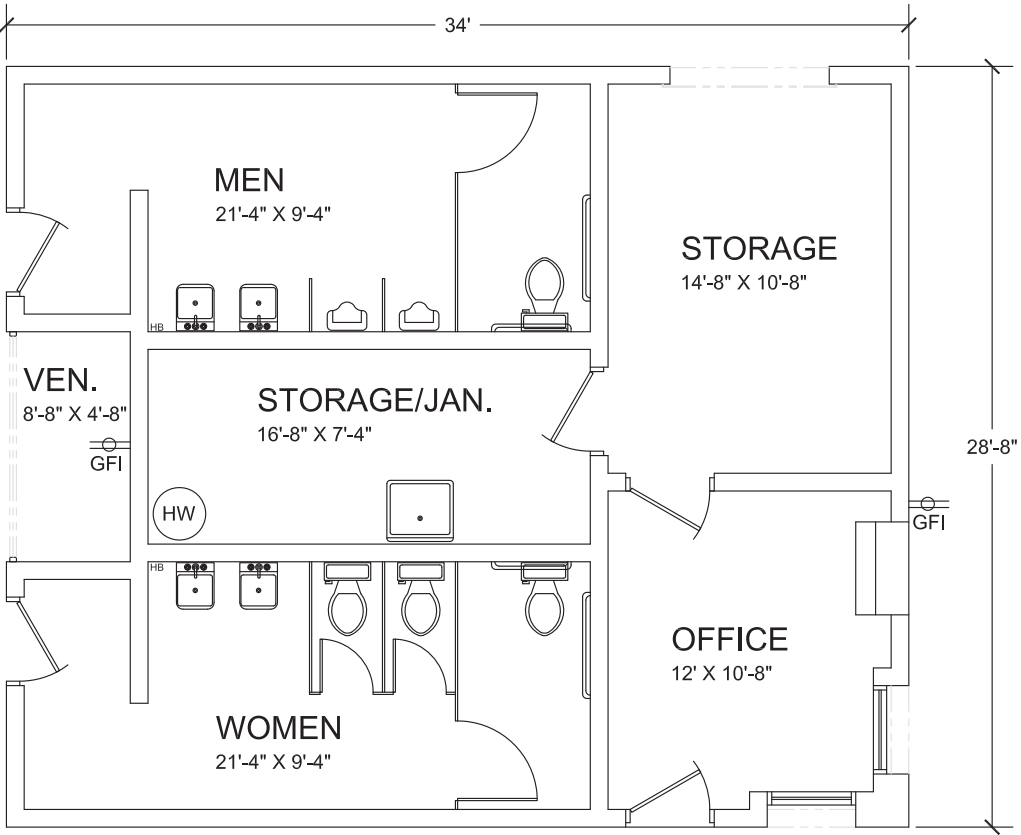
BUILDING TYPES

PARK OFFICES	Park offices shall be conveniently located adjacent to the primary parking facility/entrance drive and be heated and cooled.
RESTROOMS	Restroom facilities may be located within the park office building or located strategically throughout the park. These buildings shall be heated.
STORAGE BUILDINGS	Where storage needs are not able to be accommodated within other buildings on the site, separate storage buildings can be constructed. However, these buildings shall be constructed in a similar style as other buildings of the site and associated outdoor storage areas shall be screened from view.

TICKET BOOTH AT LITTLE ISLAND PARK



TYPICAL PARK RESTROOM BUILDING DESIGN



SECTION FOUR Parking Lots





Pervious parking lot at Stumpy Lake Natural Area

PARKING LOT

General Standards

DESCRIPTION

Parking lots shall be designed to provide safe and convenient access to the site and its facilities. A variety of paving options exist within the Virginia Beach park system. Parking requirements will vary from little to no need for off-street parking at many neighborhood parks, to the need for large off-street parking lots at more active community and district parks.

The design of parking lots shall be in conformance with the following:

1. City of Virginia Beach Zoning Ordinance, most recent edition
2. AASHTO's policy on Geometric Design of Highways and Streets, most recent edition
3. Americans with Disabilities Act/State and Federal Handicap Standards

Low Impact Development (LID) Standards

Parking lots shall incorporate methods for storm water management utilizing LID techniques. These include:

- End of island bioretention cell(s) with underdrain(s) and landscaping
- Bioretention cells or drainage inlets (or curb cuts) in the end-of-island bioretention cells and bioretention strips to collect runoff
- Bioretention cells between lines of parking stalls to increase the total treatment surface area of these systems
- One-way drive aisles to reduce impervious surfaces, where appropriate
- Permeable paving systems where appropriate. Where it is not feasible for the entire parking lot, it shall be considered for portions of the parking lot such as overflow areas and/or parking stall areas.

SAFETY

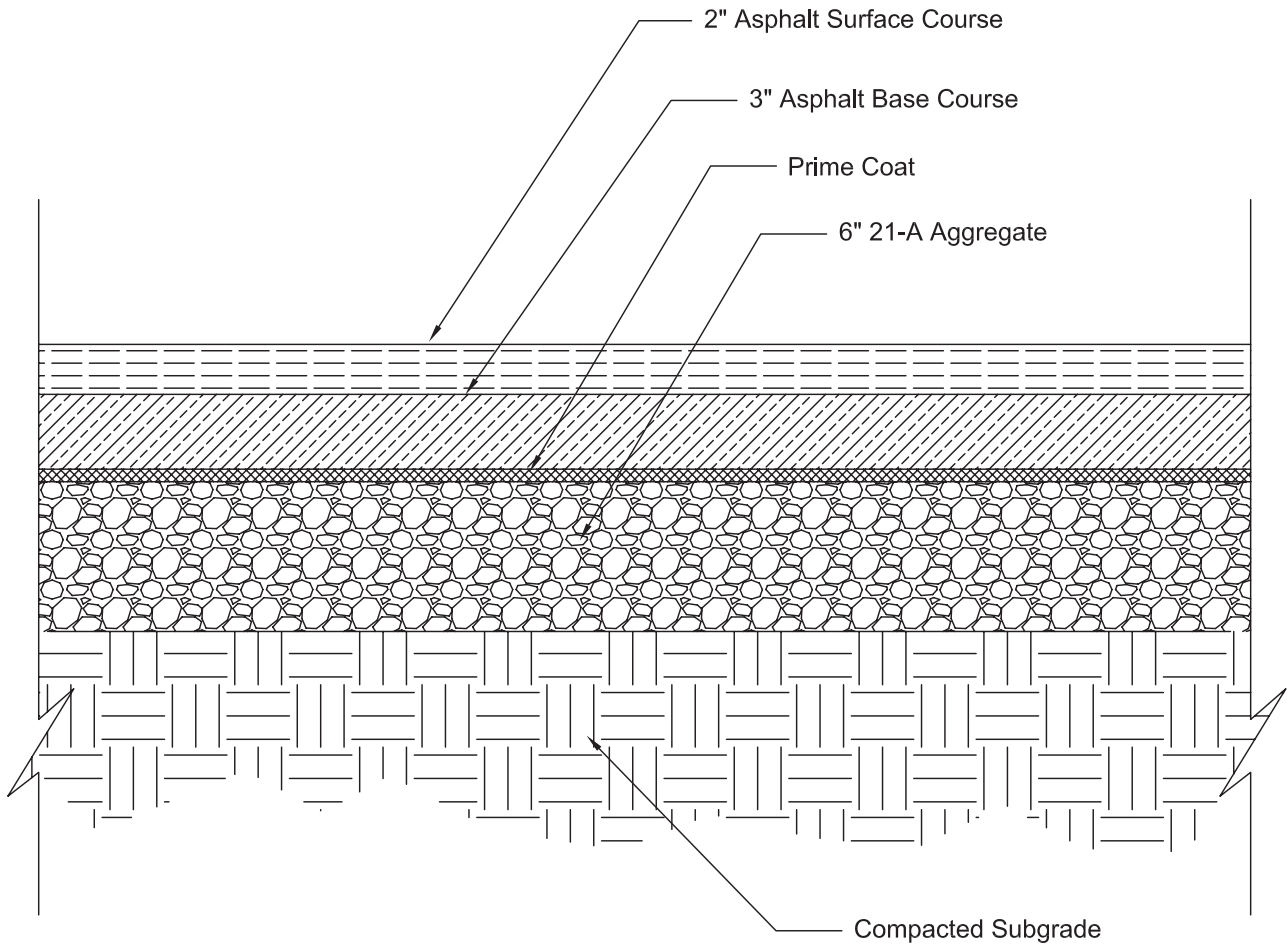
Pedestrian movement in parked vehicle areas must be planned to provide the highest degree of safety and convenience. Plans for parking lots shall include pedestrian circulation incorporating walkways, narrowed crossways, and striped paving. Proposed landscaping shall ensure the visibility and separation of pedestrians from vehicular paths. Refer to the Americans with Disabilities Act/State and Federal Handicap Standards.

ENTRANCES/EXITS

All entrances and exits shall have a clear visibility zone. The zone will vary due to adjacent street widths and speeds. Entrances and exits shall be located either directly across from or as far as possible from street intersections.

BICYCLE ACCOMMODATION

Bicycle lanes and parking shall be provided, where appropriate, on ingress and egress routes and shall be consistent with standards identified and adopted by the City. Refer to the city's Bikeways and Trails Plan for the location of existing and proposed bicycle paths.

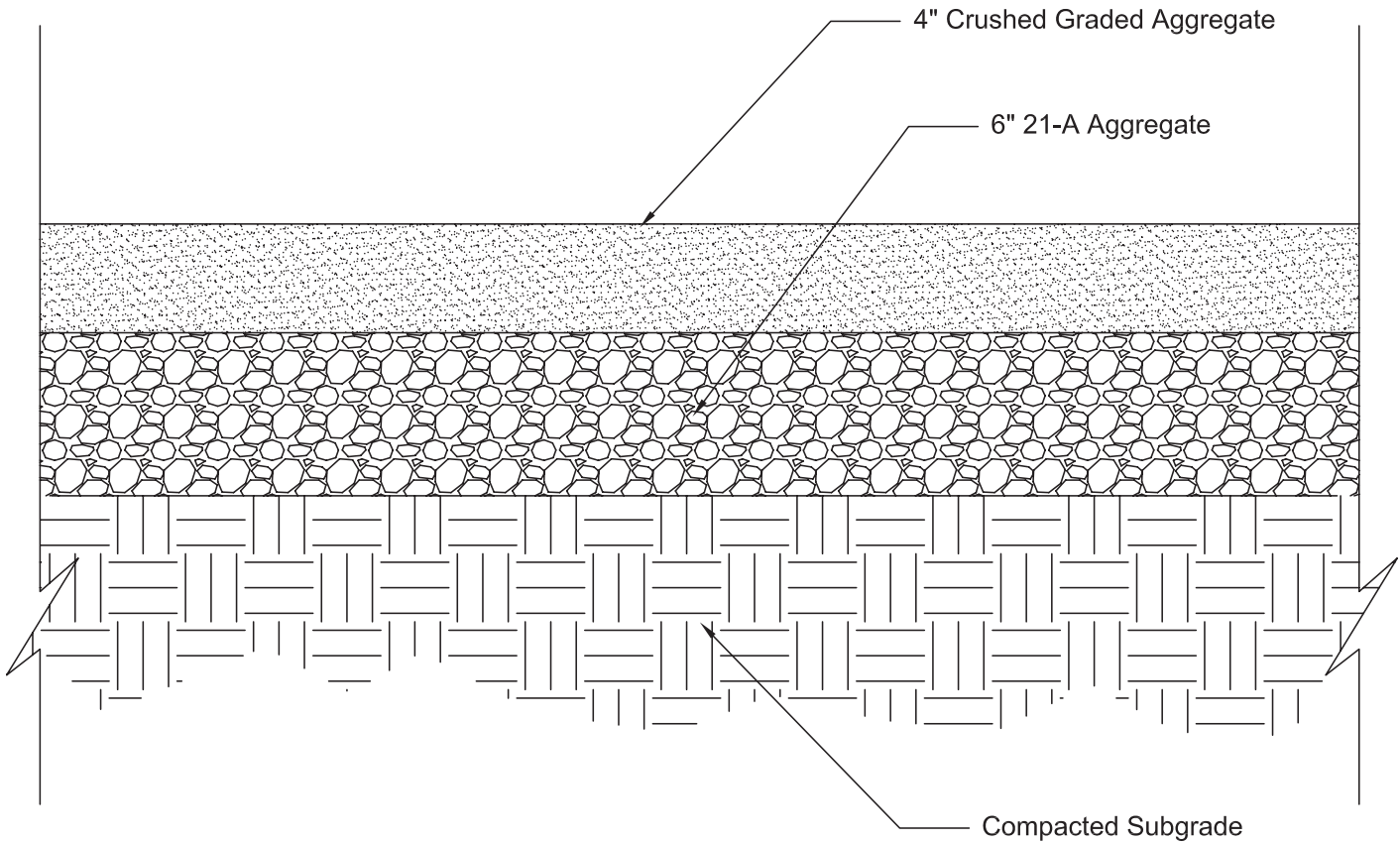


Asphalt Parking Lot

USE	General standard for most applications
EDGING	Encroachment barriers such as wheel stops or continuous concrete curbing of at least six (6) inches in height shall be preferred.
STALL WIDTHS	Standard size parking spaces are 9' x 18'. Utilize standard white thermoplastic striping to delineate all stalls.
ACCESSIBILITY GUIDELINES	Provide a minimum of two 8' x 18' parking stalls with a central van accessible area.



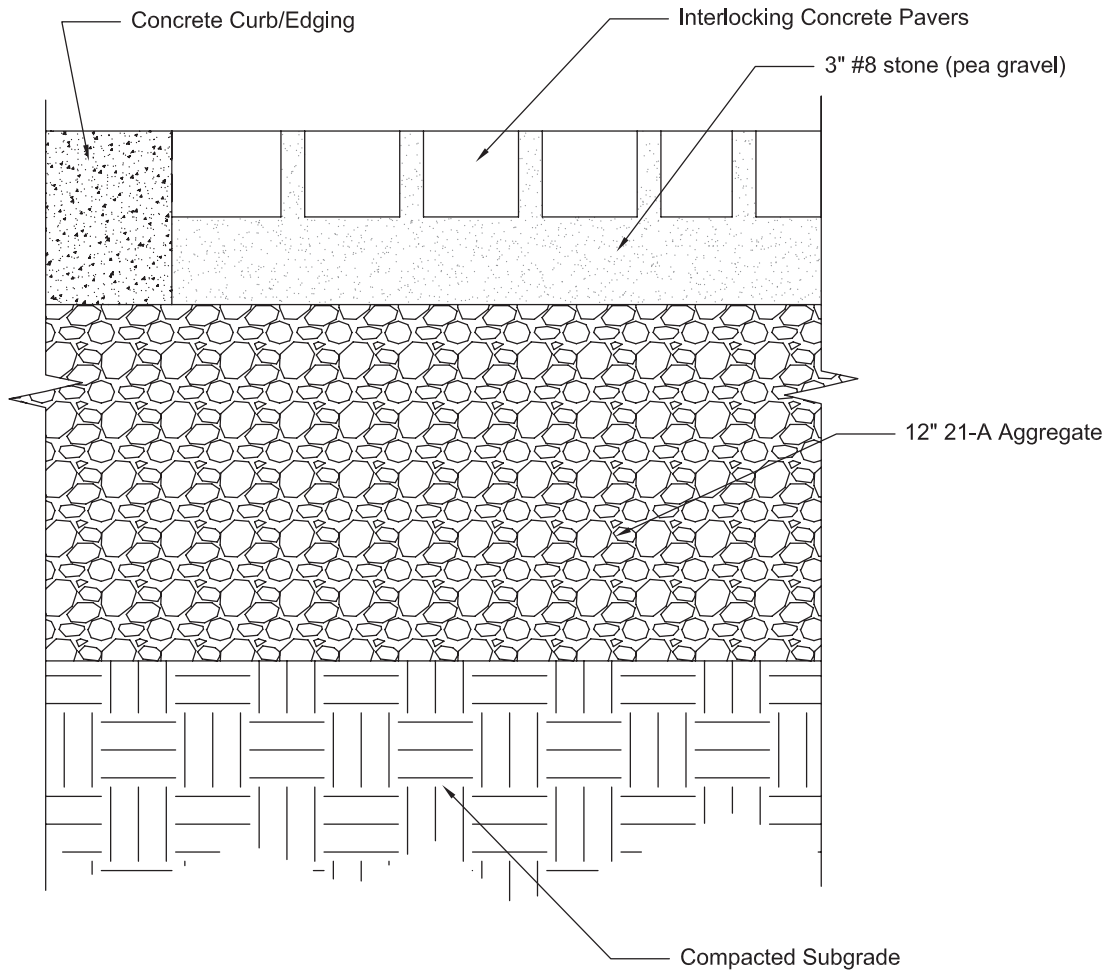
Asphalt parking lot at Red Wing Park



Gravel parking lot at Mount Trashmore Park near Kids Cove

Gravel Parking Lot

- USE** Gravel parking areas shall only be utilized for low traffic and/or temporary parking areas.
- EDGING** Encroachment barriers such as wheel stops of at least six (6) inches in height shall be required for parking spaces
- STALL WIDTHS** Standard size parking spaces are 9' x 18'
- ACCESSIBILITY GUIDELINES** Provide a minimum of two concrete 8' x 18' parking stalls with a central van accessible area



Pervious Parking Lot

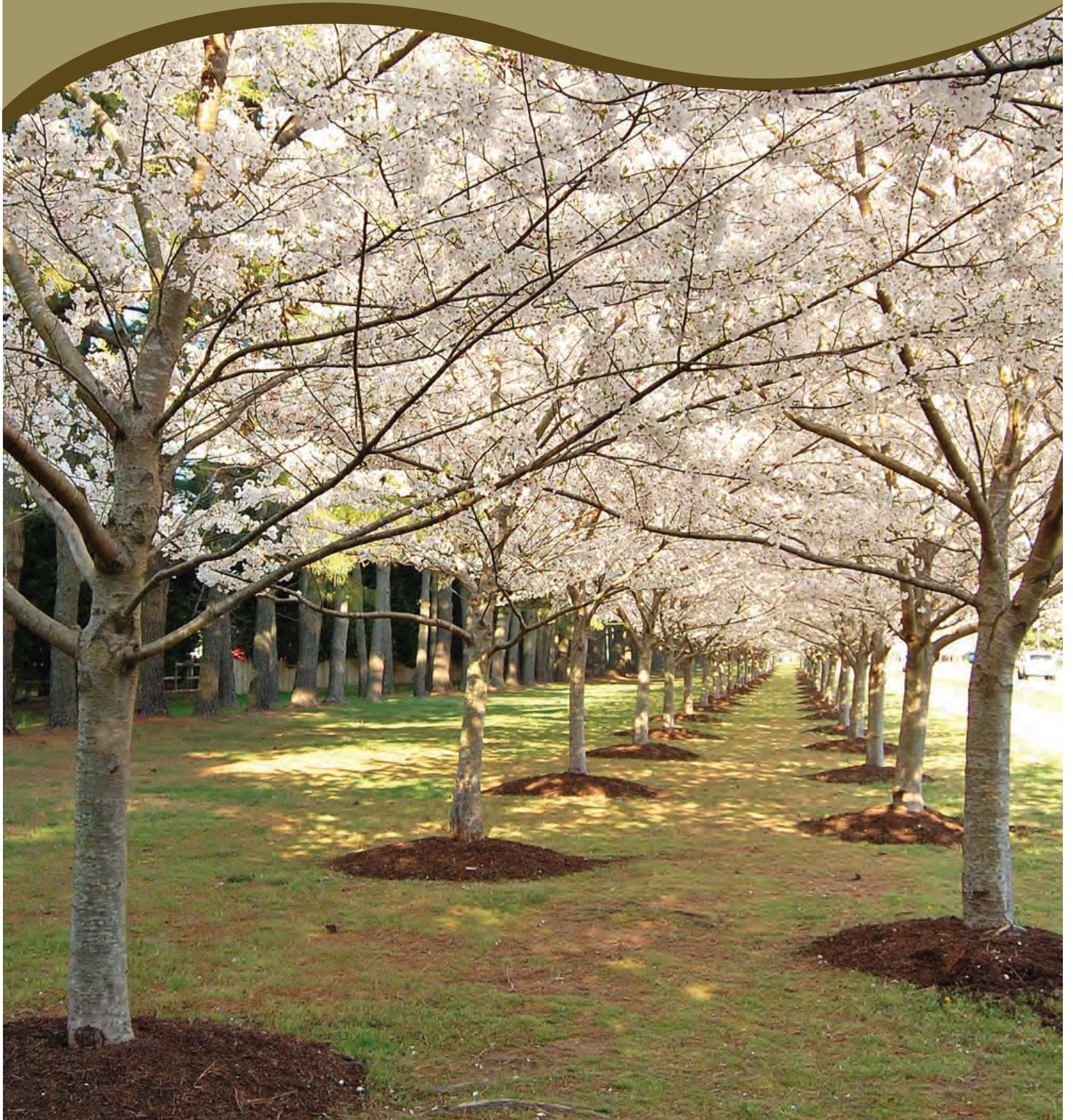
- USE** For use in environmentally sensitive areas or where a pervious pavement application is desired.
- EDGING** Encroachment barriers such as wheel stops or continuous concrete curbing of at least six (6) inches in height shall be preferred. However, wood timbers may be acceptable in some applications.
- STALL WIDTHS** Standard size parking spaces are 9' x 18'. Utilize standard white thermoplastic striping to delineate stalls if paving material allows. Otherwise, utilize contrasting color pavers, or alternate patterns to delineate stalls.
- ACCESSIBILITY GUIDELINES** Provide a minimum of two 8' x 18' parking stalls with a central van accessible area. Delineate stalls as stated above.



Pervious parking lot at Stumpy Lake Natural Area

SECTION FIVE

Planting Design





(Top left photo): Wildflowers grow along Princess Anne Road towards the Municipal Center



(Top right photo): Raised flower beds at Princess Anne Recreation Center

PLANTING DESIGN

Design Principles

DESCRIPTION

Plantings within city parks shall focus on creating a simple and natural design that blends with the site and area rather than an elaborate and formal landscape solution. Plants shall be located in random groupings to reflect natural environments. Avoid linear plantings except where special circumstances warrant that placement. The overall landscape plan shall address conditions of the site such as controlling erosion, filtering storm water, and screening of unsightly elements, creating shade and softening the appearance of structures. Avoid plantings that would restrict sight distance, require unusual maintenance, or interfere with already established indigenous plantings.

The following documents are hereby incorporated as part of these standards:

1. Refer to the City of Virginia Beach Landscape Guide or Integrated Site Design Guide, or most recent edition, for parking lot, foundation, screening and buffering, specifications and standards.
2. Refer to the American Nursery and Landscape Association, American Standard for Nursery Stock, most recent edition, for various nursery stock standards.

PLANT MATERIALS

Park landscape plans shall focus on the use of tree and shrub massing with limited perennial/annual beds.

PLAYGROUNDS

Landscape plans shall utilize large canopy trees (particularly on the south and west edges) of playground areas to provide an average of 50% shade coverage at maturity.

WOODED AREAS

Within wooded areas, do not remove the organic debris on the forest floor.

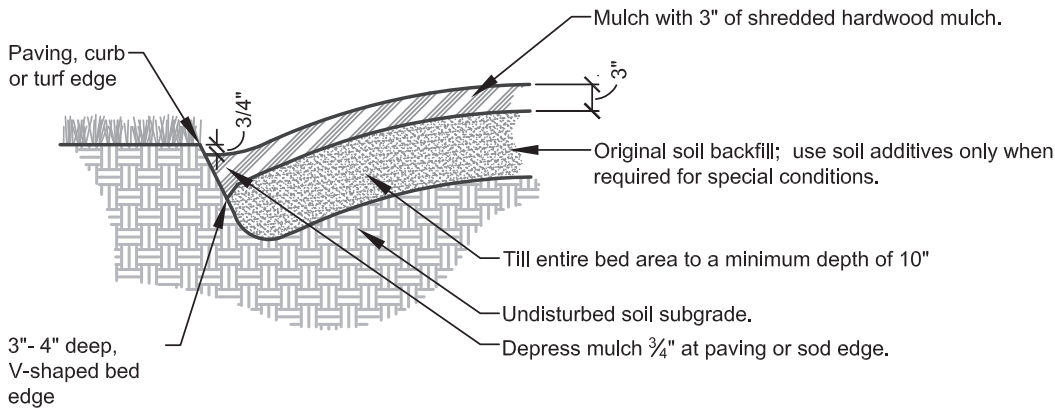
WATERWAYS

A 20' minimum vegetative buffer shall be incorporated around all water edges. Pedestrian access to the water's edge shall be limited to pre-determined areas. The vegetative buffer can either be a planted area utilizing bayscaping principles or an area where mowing is limited to two times a year at a 6" - 8" mow height. For waterways that are included in the Chesapeake Bay Resource Protection area, a minimum of 50' vegetative buffer shall be provided.

SAFETY

Safety and security of park patrons shall be considered in all plant selections and placement. Designers shall keep in mind the principles of Crime Prevention Through Environmental Design (CPTED).

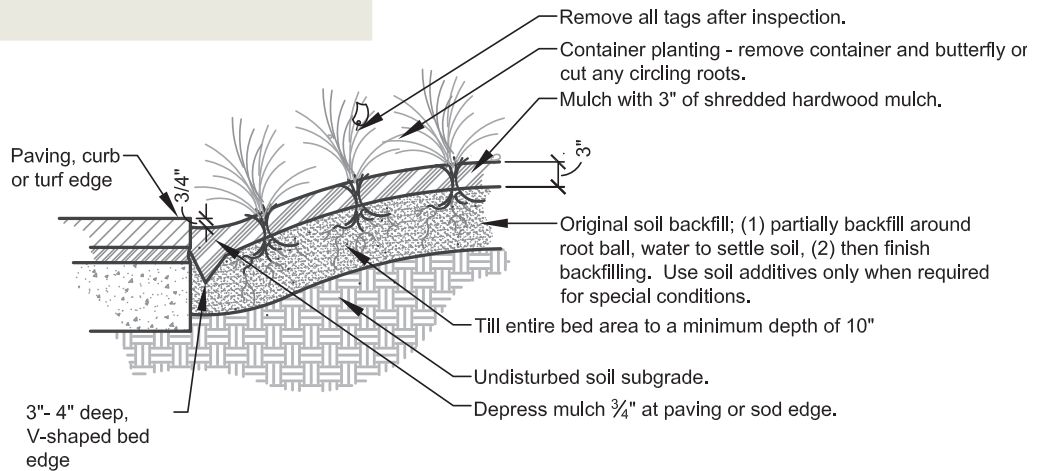
BED PREPARATION & PLANTING DETAILS



TYPICAL BED EDGE DETAIL

This detail is the minimum planting standard for container ornamental grasses, groundcovers and perennials.

All ornamental grasses, groundcovers and perennials shall be planted so that the top of the root collar is at the same grade, or slightly higher, than existing grade in accordance with accepted horticultural practice.



SPECIES SELECTION

The use of native and drought tolerant plant materials is preferred. Species that produce litter problems shall be limited to naturalized areas. Refer to the City's Landscaping Guide or Integrated Site Design Guide for recommended plant lists.

CITY STANDARDS

For more detailed and complete information refer to the City's planting and turf specifications.

BED PREPARATION

Place topsoil in areas where seeding and planting is scheduled. Topsoil shall be sifted, friable loam; free of subsoil, roots, grass, excessive amount of weeds, stone over 1" in any dimension, and foreign matter; acidity range 9 (pH) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter. Topsoil can be prepared on site, or off site as needed. Provide imported topsoil as required to complete the work.

MULCH

All planting areas shall be completely mulched with 3" of shredded hardwood mulch. Mulch shall not be mounded up around the trunks of trees. This can cause disease and decay, and shorten the life span of the tree and mulch.

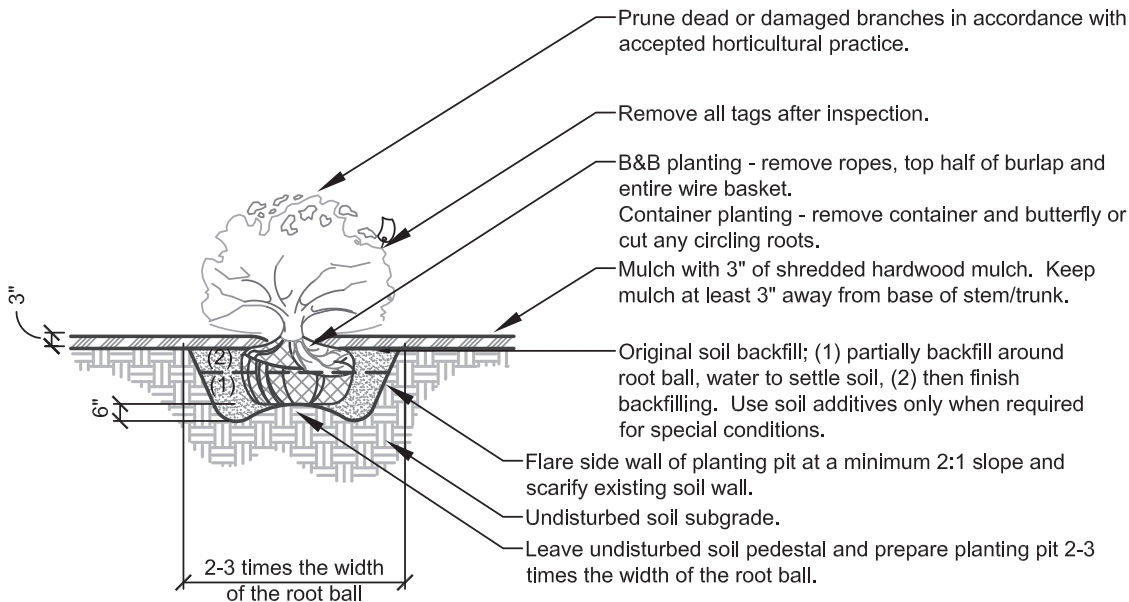
PLANTING DATES

Planting of containerized trees, shrubs and ground covers shall normally be performed between September 1 and May 15 and under favorable weather conditions. All other dates will be considered out of season.



Native plantings dress up the facility sign at Salt Marsh Point Park

SHRUB PLANTING DETAIL



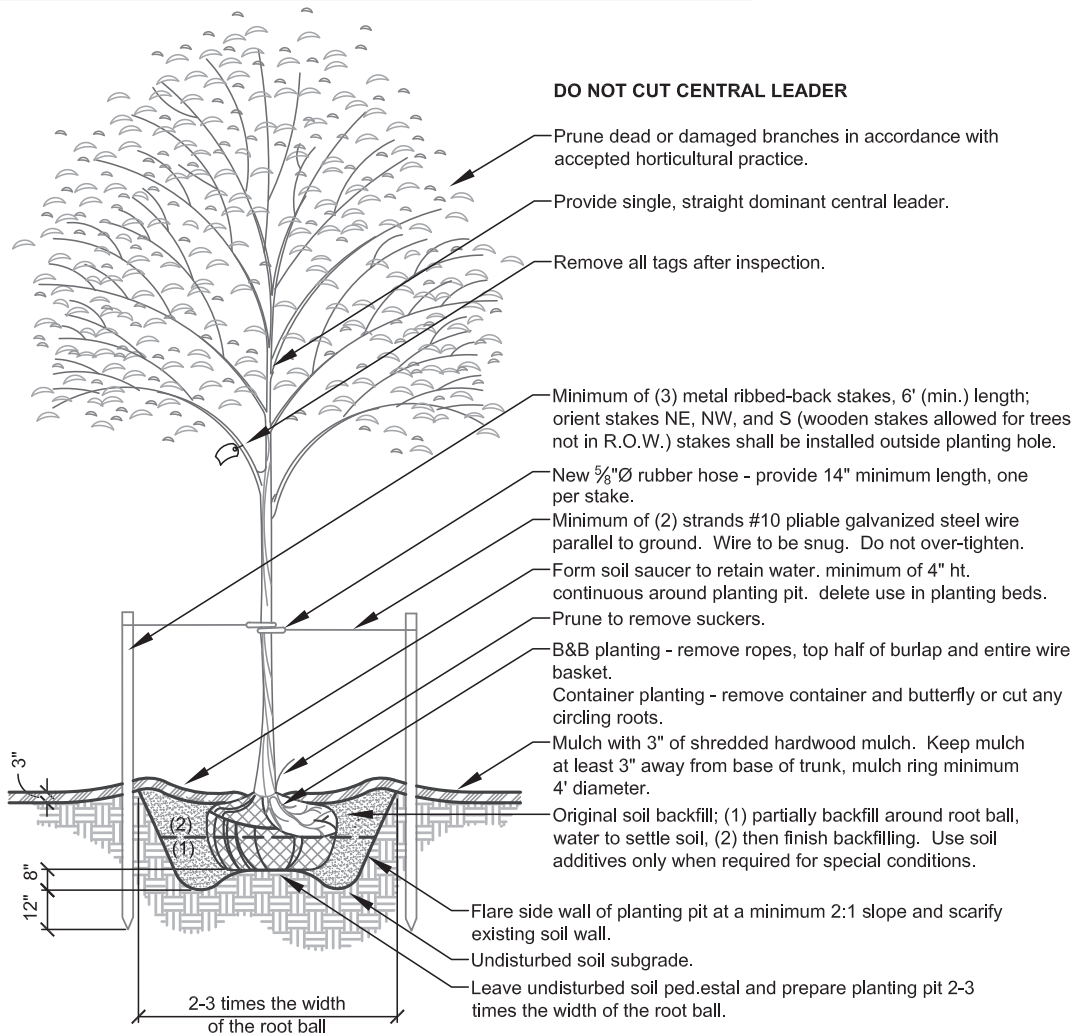
This detail is the minimum planting standard for container or balled & burlapped shrubs.

All shrubs shall be planted so that the top of the root collar is at the same grade, or slightly higher, than existing grade in accordance with accepted horticultural practice.

TREE PLANTING DETAIL

This detail is the minimum planting standard for container or balled and burlapped trees up to a 3" caliper.

All trees shall be planted so that the top of the root collar is at the same grade, or slightly higher, than existing grade in accordance with accepted horticultural practice.



SECTION SIX Fields





(Top photo): Extended backstop at Princess Anne Athletic Complex

BASEBALL/SOFTBALL FIELD

FIELD SPECIFICATIONS

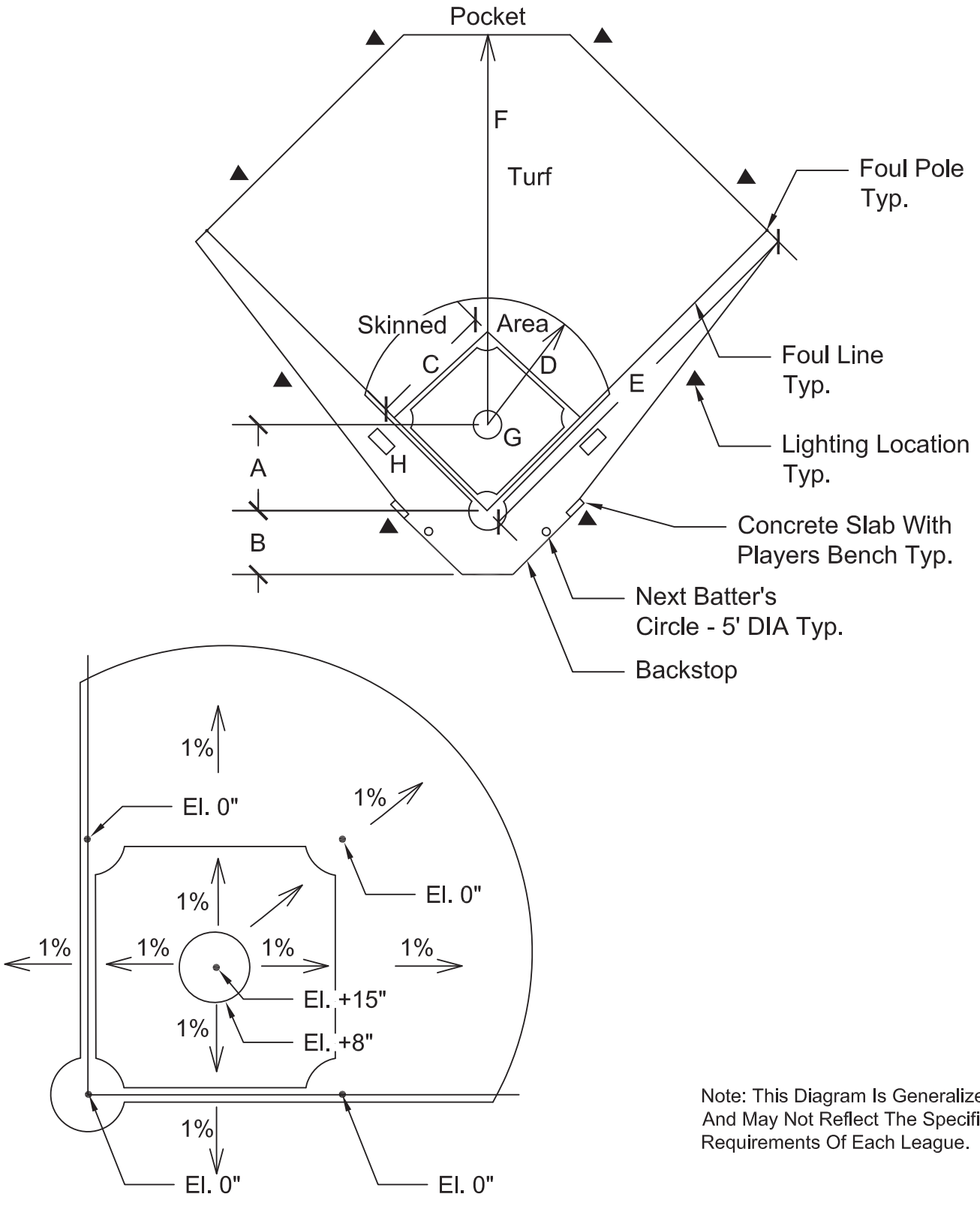
Field specifications are broken out into three tiers based on intended use.

	Description	Soil Specifications	Irrigated	Lighted	Backstop	Minimum Parking
Tier 1	Tournament Quality Fields	Loamy Sand Infield Mix	Yes	Yes	Yes	75
Tier 2	League Fields	Loamy Sand Infield Mix	Yes	Yes*	Yes	50
Tier 3	Informal Multipurpose	Native Topsoil	No	No	Yes	60

* The installation of field lighting is desired but will vary from field to field depending on the surrounding land uses.

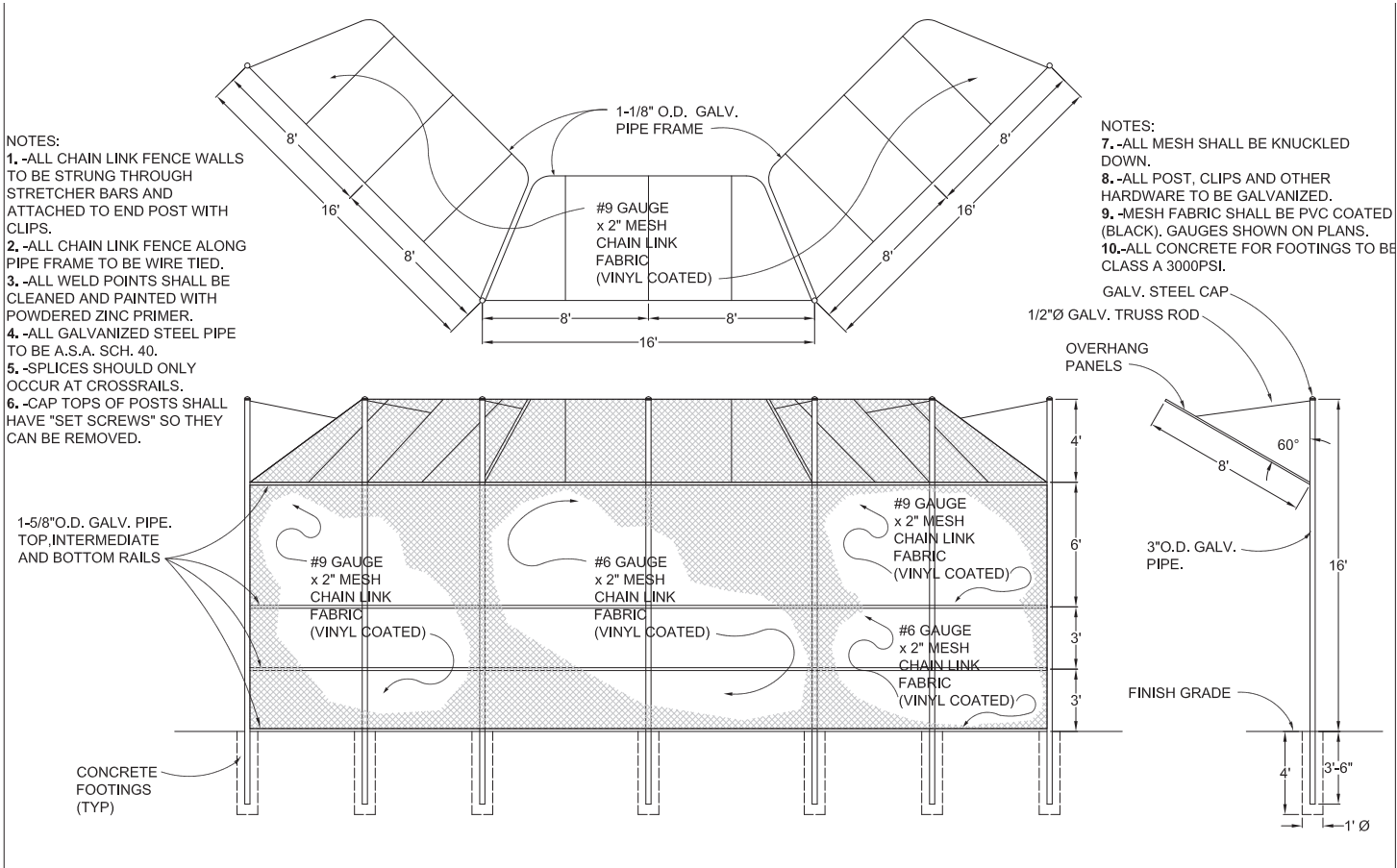
- LIGHTS** Metal Halide with timed lighting control system
- BACKSTOP** 30-foot long center panel with 40-foot long wings on each side. Height: 30-feet
- DUGOUT AREA** The dugout area shall consist of a 36' x 8' concrete slab with two 15-foot long aluminum players' benches.
- ORIENTATION** A line running from home plate to second base shall point east-northeast. However, consider time of day for games and months when played.
- GRADING/DRAINAGE** Minimum slope of outfield turf is 1% with adequate subsurface drainage. Maximum slope 2-1/2%. Drain away from home plate. The infield shall be graded so that the baselines and home plate are level.
- SAFETY BUFFER** 10-foot minimum around the perimeter. No obstacles shall be located closer than 50-feet to a field.

BASEBALL/SOFTBALL FIELD DETAILS



Note: This Diagram Is Generalized And May Not Reflect The Specific Requirements Of Each League.

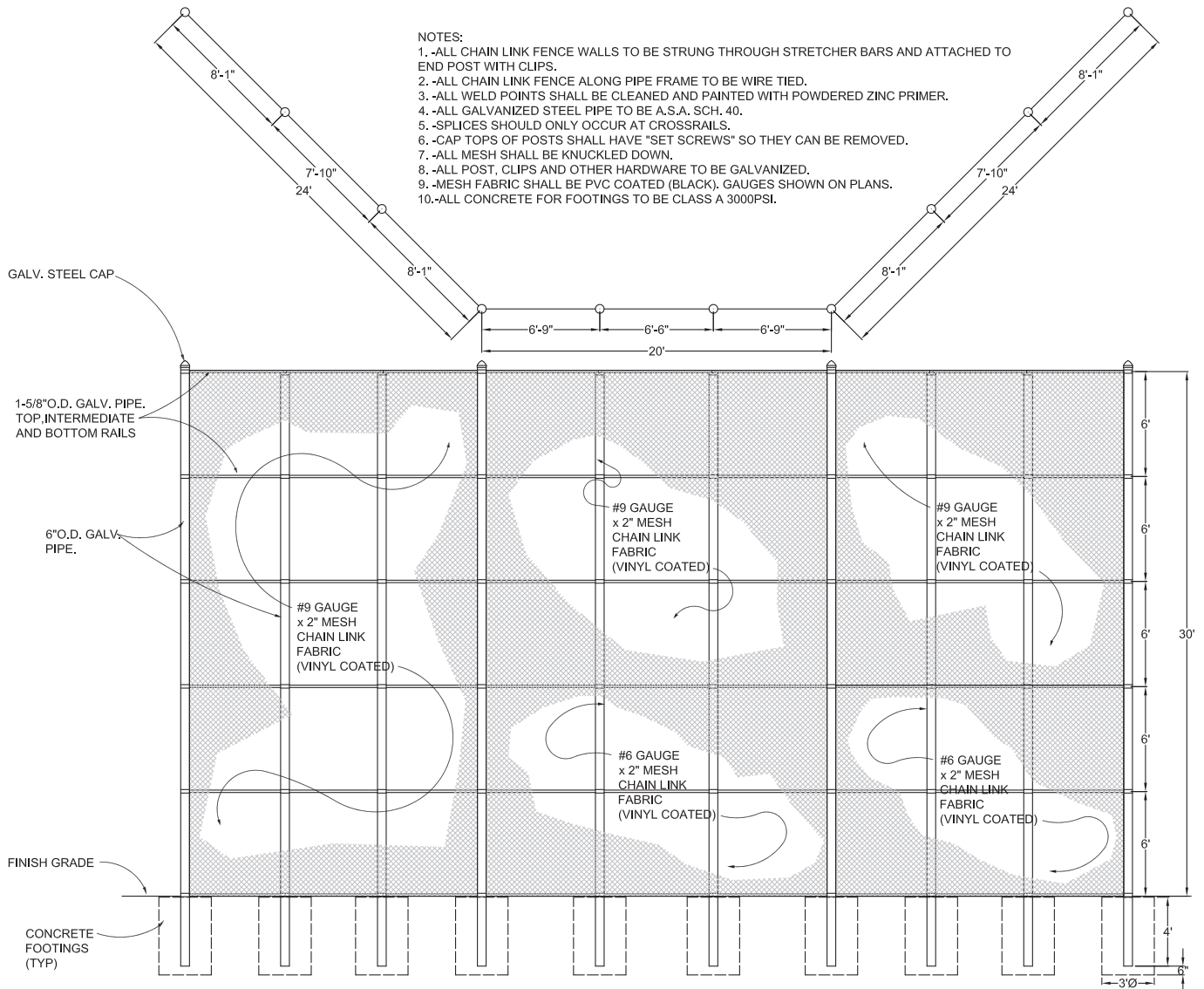
TYPE ONE BACKSTOP DESIGN



TYPE TWO BACKSTOP DESIGN

NOTES:

1. -ALL CHAIN LINK FENCE WALLS TO BE STRUNG THROUGH STRETCHER BARS AND ATTACHED TO END POST WITH CLIPS.
2. -ALL CHAIN LINK FENCE ALONG PIPE FRAME TO BE WIRE TIED.
3. -ALL WELD POINTS SHALL BE CLEANED AND PAINTED WITH POWDERED ZINC PRIMER.
4. -ALL GALVANIZED STEEL PIPE TO BE A.S.A. SCH. 40.
5. -SPICES SHOULD ONLY OCCUR AT CROSSRAILS.
6. -CAP TOPS OF POSTS SHALL HAVE "SET SCREWS" SO THEY CAN BE REMOVED.
7. -ALL MESH SHALL BE KNUCKLED DOWN.
8. -ALL POST, CLIPS AND OTHER HARDWARE TO BE GALVANIZED.
9. -MESH FABRIC SHALL BE PVC COATED (BLACK). GAUGES SHOWN ON PLANS.
10. -ALL CONCRETE FOR FOOTINGS TO BE CLASS A 3000PSI.



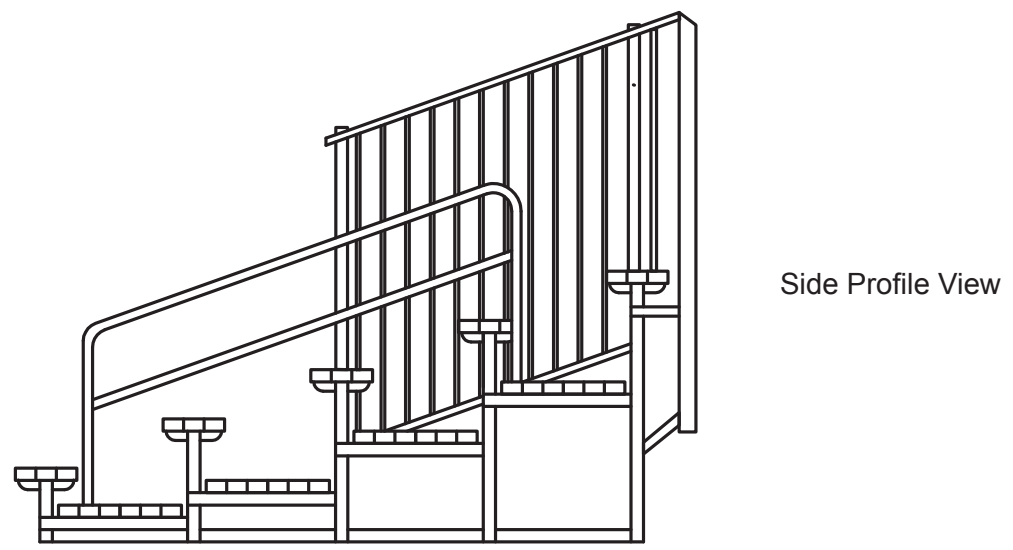
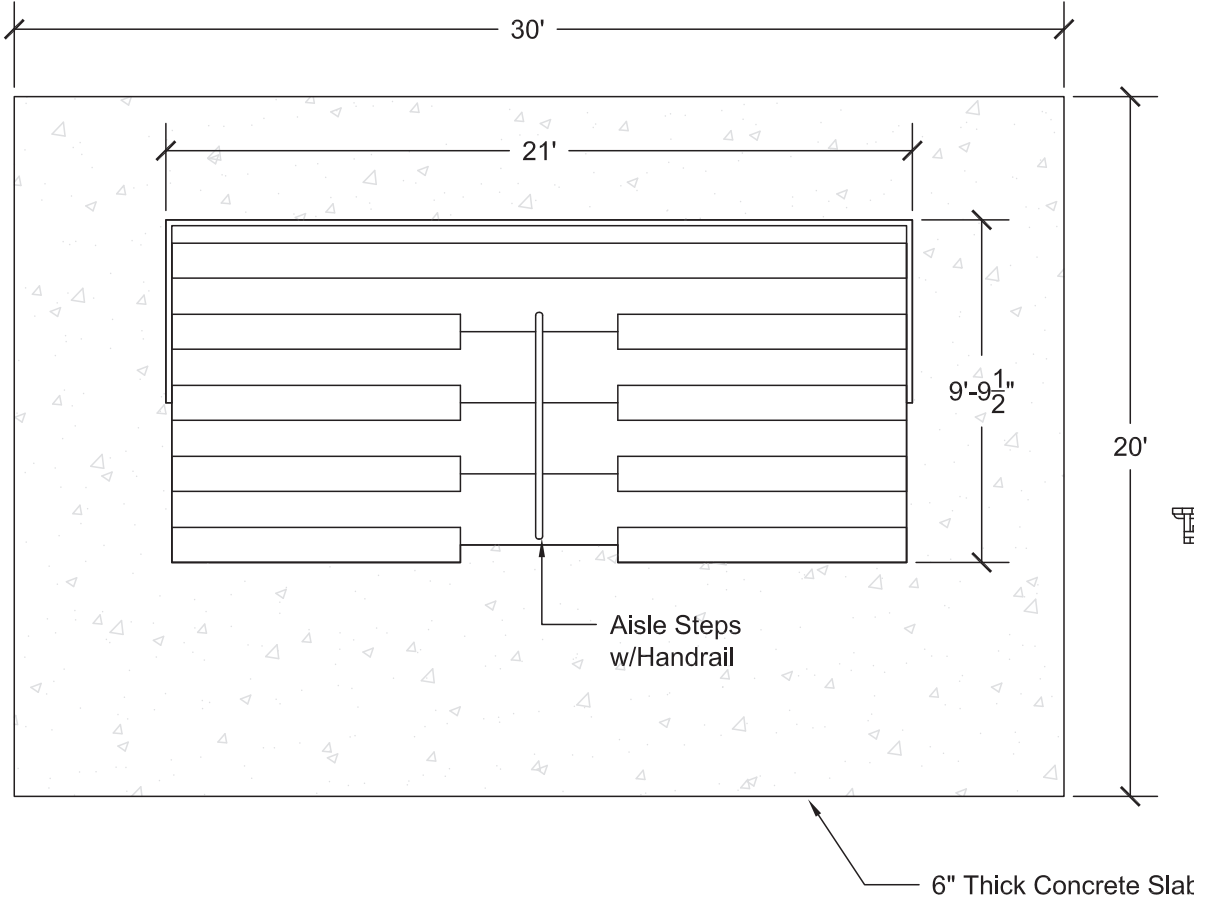


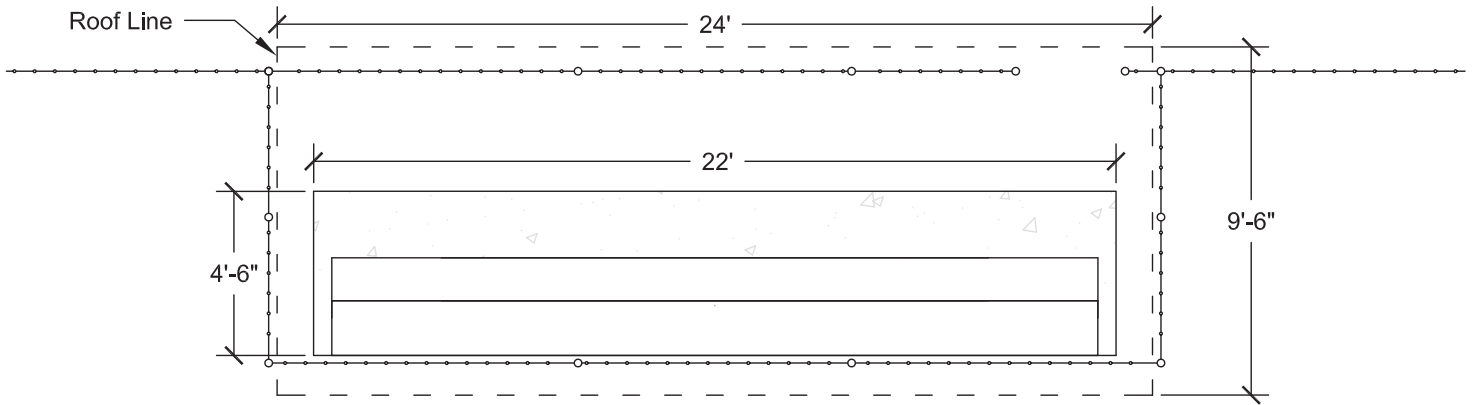
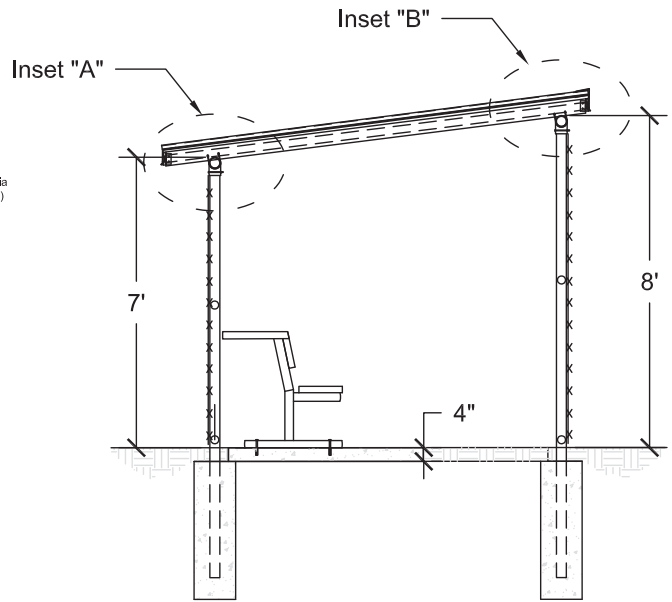
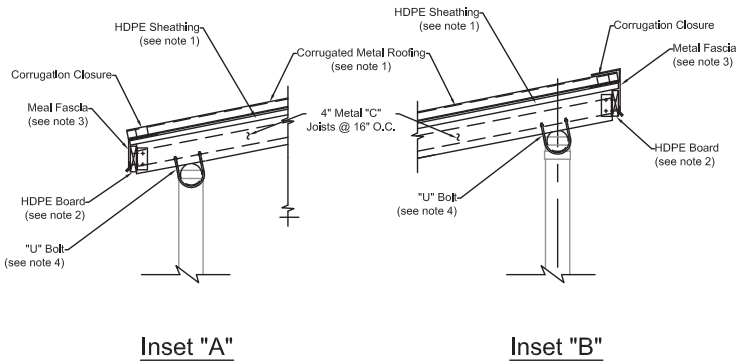
Bleachers, fencing and lights at City View Park

BASEBALL/SOFTBALL FIELD (CONT'D)

Field Dimensions	Softball	Little League Baseball	Pony League Baseball
A. Pitching distance	38'	46'	54'
B. Home plate to backstop	12' min.	12' min.	12' min.
C. Baseline	55'; (50' women)	60'	80'
D. Radius of skinned area	70'	50'	80'
E. Foul line	250' (200' women)	200'	250'
F. Home plate to 'pocket'	250'	250' (200' to fence)	300'
G. Diameter - pitcher's mound	16'	10' (raised 6")	15' (raised 8")
H. Size of coaches' box	3' x 15'	4' x 8'	8' x 16'

BLEACHER DETAILS





Dugout at Princess Anne Athletic Complex

Dugout Cover

CITY CODE

Dugout structures must be designed for a wind load of 110 mph sustained for 3 seconds. Permits are required.

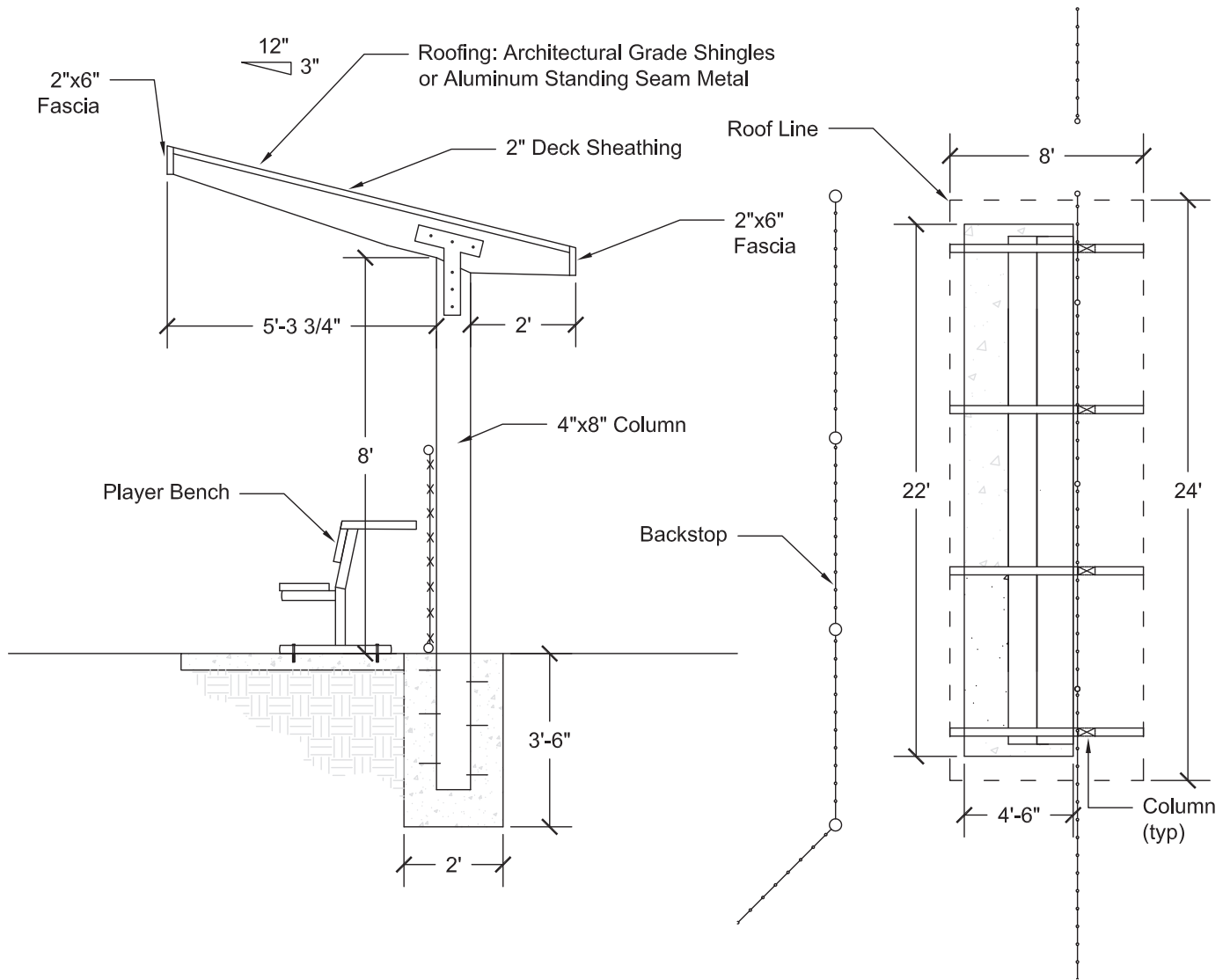
DUGOUT STYLE (1)

MATERIALS

Frame shall be 4" deep "C" joist (20 gauge galvanized steel) spaced at 16" O.C. Sheathing and sub-fascia shall be 3/4" HDPE. (white) Roofs shall be constructed of 2-1.2"x 1/2" corrugated galvanized metal (20 gauge). The metal roofs and exposed metal fascia's (all sides) shall be powder coated to match façade of site. All hardware shall be galvanized or stainless steel.

CONSTRUCTION

Metal "C" joist to be attached to ball field fence railing by using galvanized "U" bolts. (16" O.C./each joist). Attach 4"x3/4" sub-fascia HDPE boards around perimeter of frame using self-tapping galvanized sheet metal screws and attaching the ends of the "C" joist with 14 gauge 90 degree clip angles. Attach roof sheathing (4'x 8' x3/4" HDPE) to the "C" joist fasten from underneath "C" joist so that only the screw heads are visible). Attach continuous hook strip to perimeter sub-fascia 6" O.C. Attach corrugated metal fascia and roof material using galvanized or stainless steel screws.



DUGOUT STYLE (2)

MATERIALS

Lumber shall be #1 grade kiln-dried southern yellow pine grade to meet the requirements for Structural Glued Laminated Timber, AITC 117. All lumber to be pressure treated. Columns and beams to be pressure treated embedded glue laminated wood. Roof decking to be pressure treated, two (2) inch nominal #1 grade, end matched, single tongue and groove with V-joint bottom face. Fascia to be pressure treated 2" x 6" x 1-1/2" southern yellow pine #1 SPIB grade. Roofing to be either class "A" fire rated 25 year architectural shingle (dark gray) over 15 lb. felt paper or Aluminum standing seam metal (gray powder coated) over 15 lb. felt paper. All hardware to be hot dipped galvanized.

CONSTRUCTION

This is a pre-fabricated structure. Follow the manufacturer's assembly instruction.

BLEACHERS

5 row 21' long aluminum with picket railing and ADA compliant center stair system.

BLEACHER CONCRETE SLAB

Bleachers shall be anchored to a 20' x 30' x 6" thick 3000psi fiber reinforced concrete slab with a light broom finish



(Top left photo): Lacrosse players compete on fields outside of the Virginia Beach Sportsplex



(Top right photo): Blue skies over the green turf at the USA Field Hockey Training Center

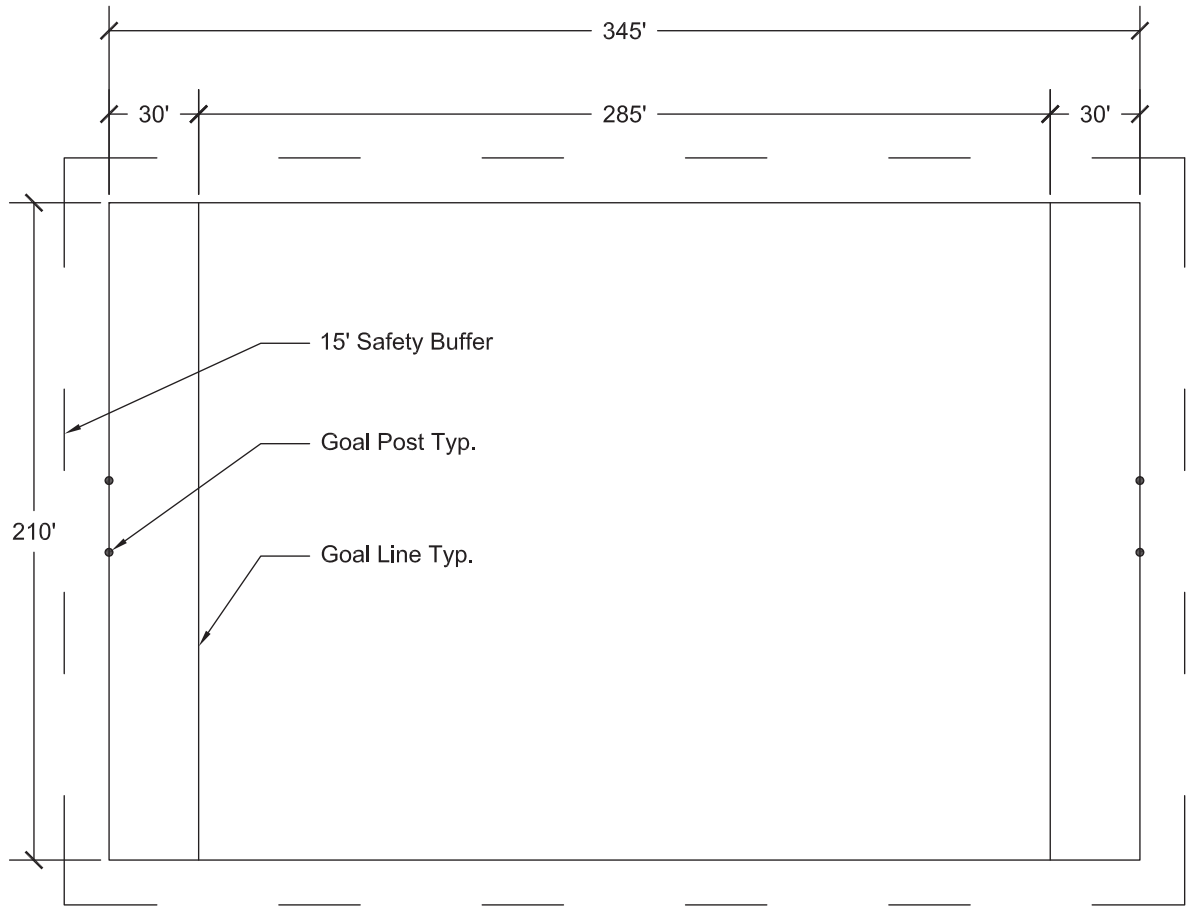
MULTIPURPOSE FIELDS

	Description	Soil Specification	Irrigated/Lighted	Minimum Parking
Tier 1	Tournament Plan	Sandy Loam	*Yes	60
Tier 2	Informal Field	Native Top Soil	No	60

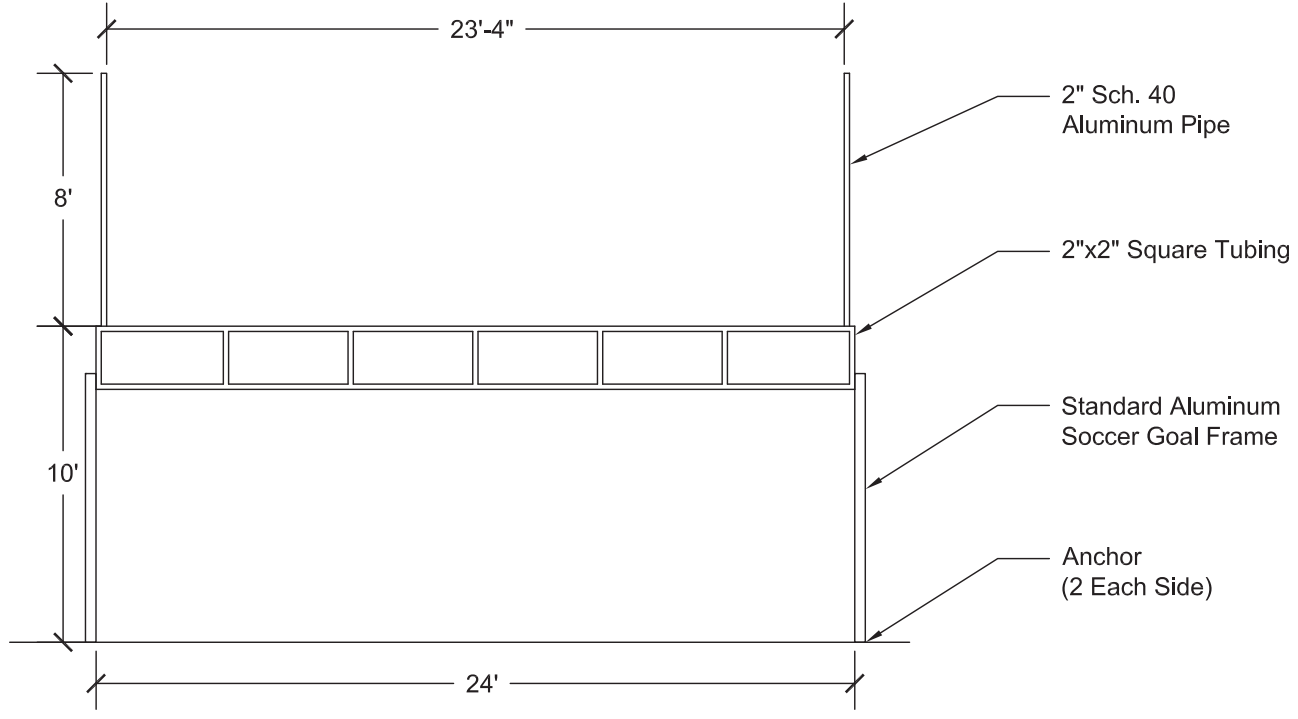
* The installation of field lighting is desired but will vary from field to field depending on the surrounding land uses.

- ORIENTATION** Long axis north to south
- GRADING** Long central axis shall serve as high point with 1% slope draining to each side.
- DIMENSIONS** 160-feet wide x 360-feet long including two 10 yard end zones. There are no official dimensions for soccer.
- SAFETY BUFFER** 15-foot minimum of clearance from end lines and sidelines to vertical fixed objects.
- SOIL SPECIFICATIONS** Field specifications are broken out into two tiers based on intended use.
- GOALS** Portable combination goals are for use on multipurpose fields as needed. Combination goal must have removable football posts. In-ground single use goals are also options for these fields.
- FABRICATION** These goals are manufactured by city staff in park maintenance. The cross member with attached uprights is bolted to the standard aluminum soccer goal frames.
- MATERIALS** Aluminum pipe
- INSTALLATION** Install per park maintenance staff guidelines.

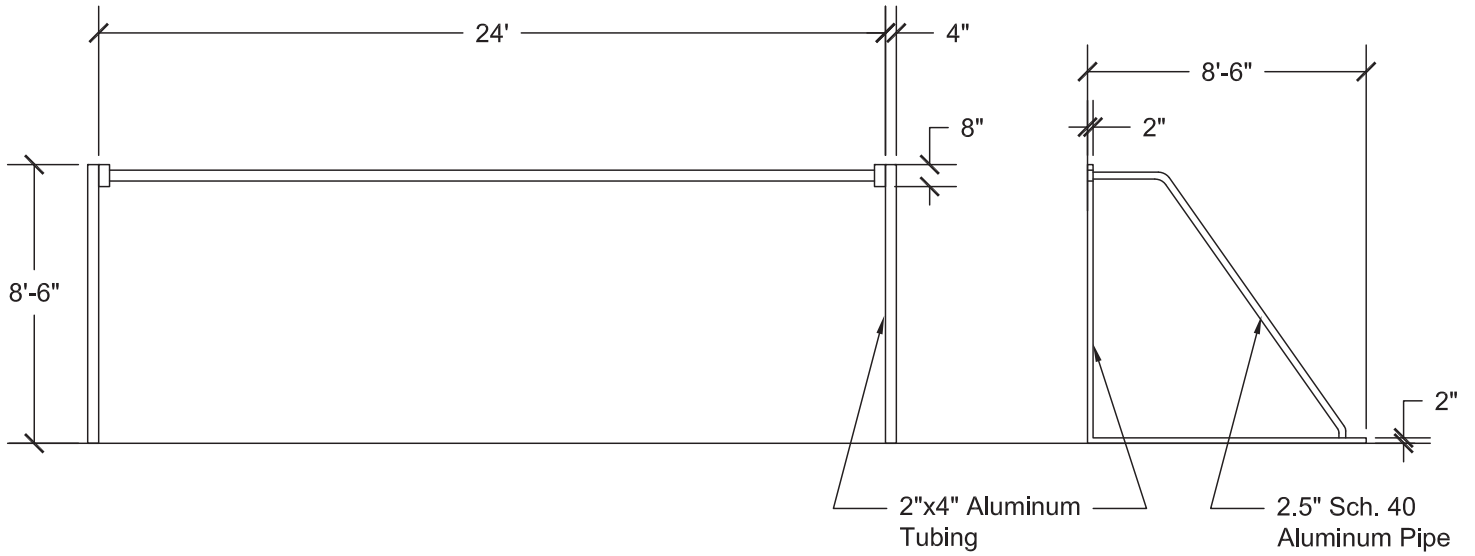
MULTIPURPOSE / FOOTBALL / SOCCER FIELDS



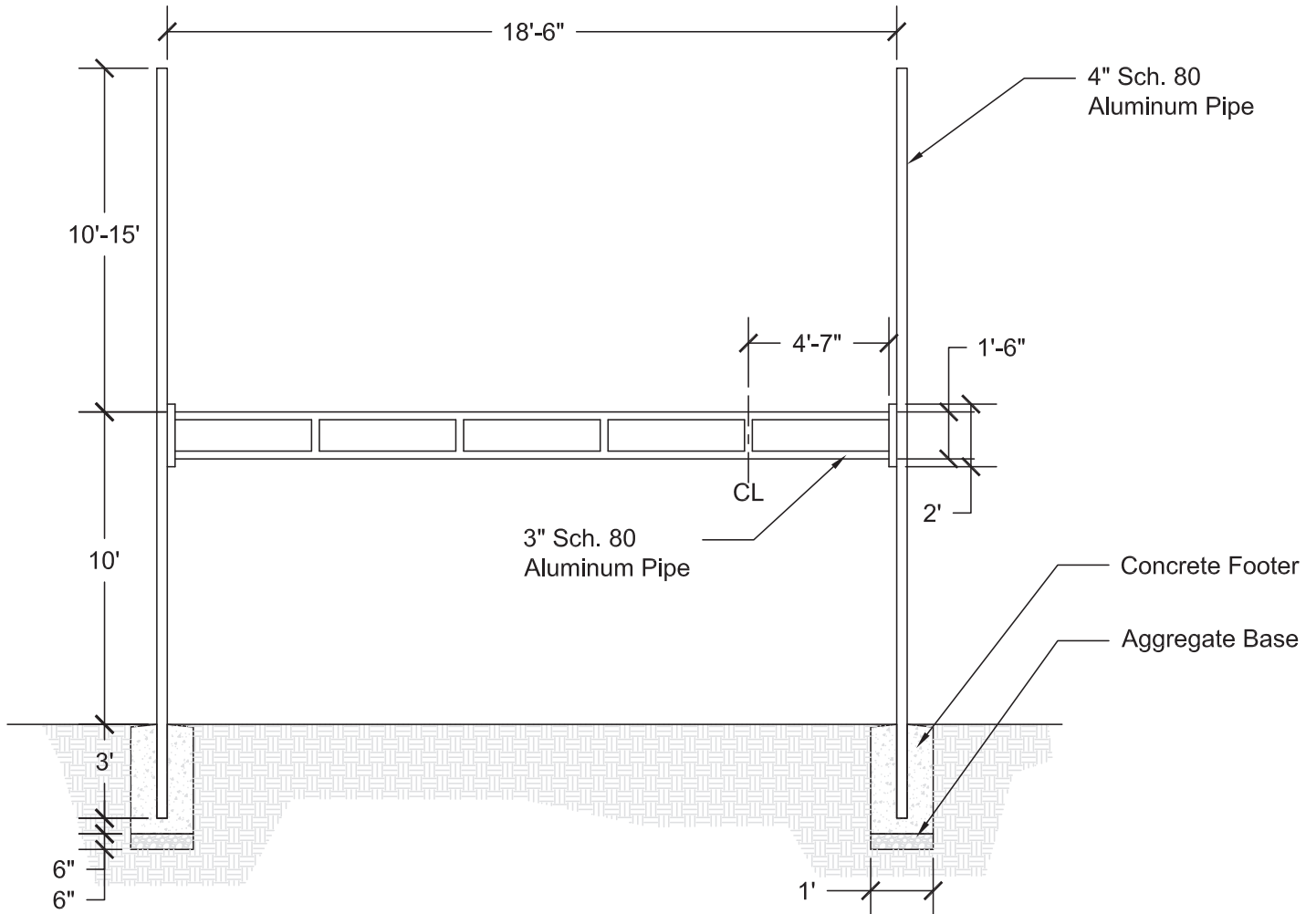
COMBO/PORTABLE GOAL



SOCCER GOAL



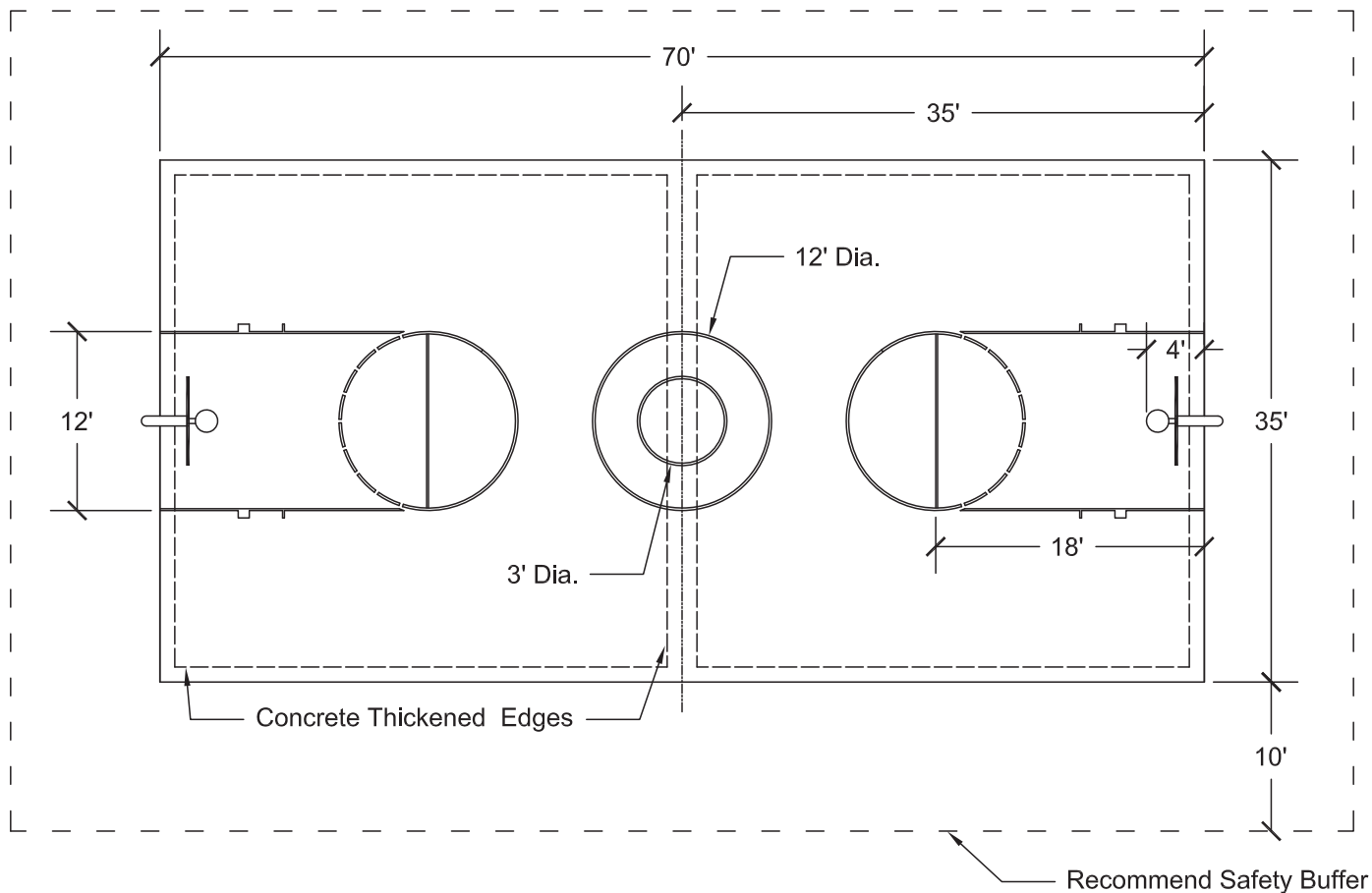
FOOTBALL GOAL



SECTION SEVEN

Play Courts

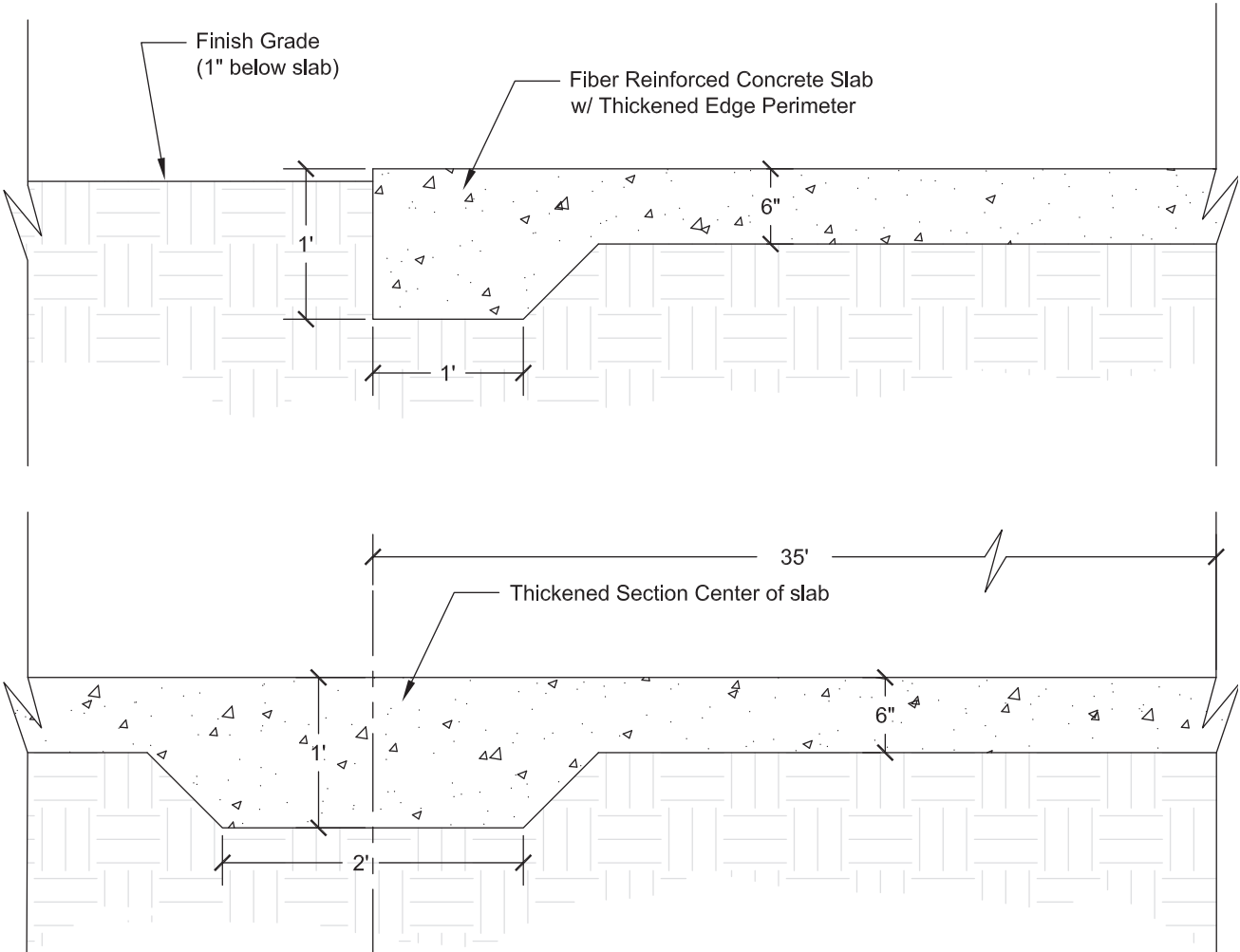




Typical basketball court at Blackwater Park

BASKETBALL COURT

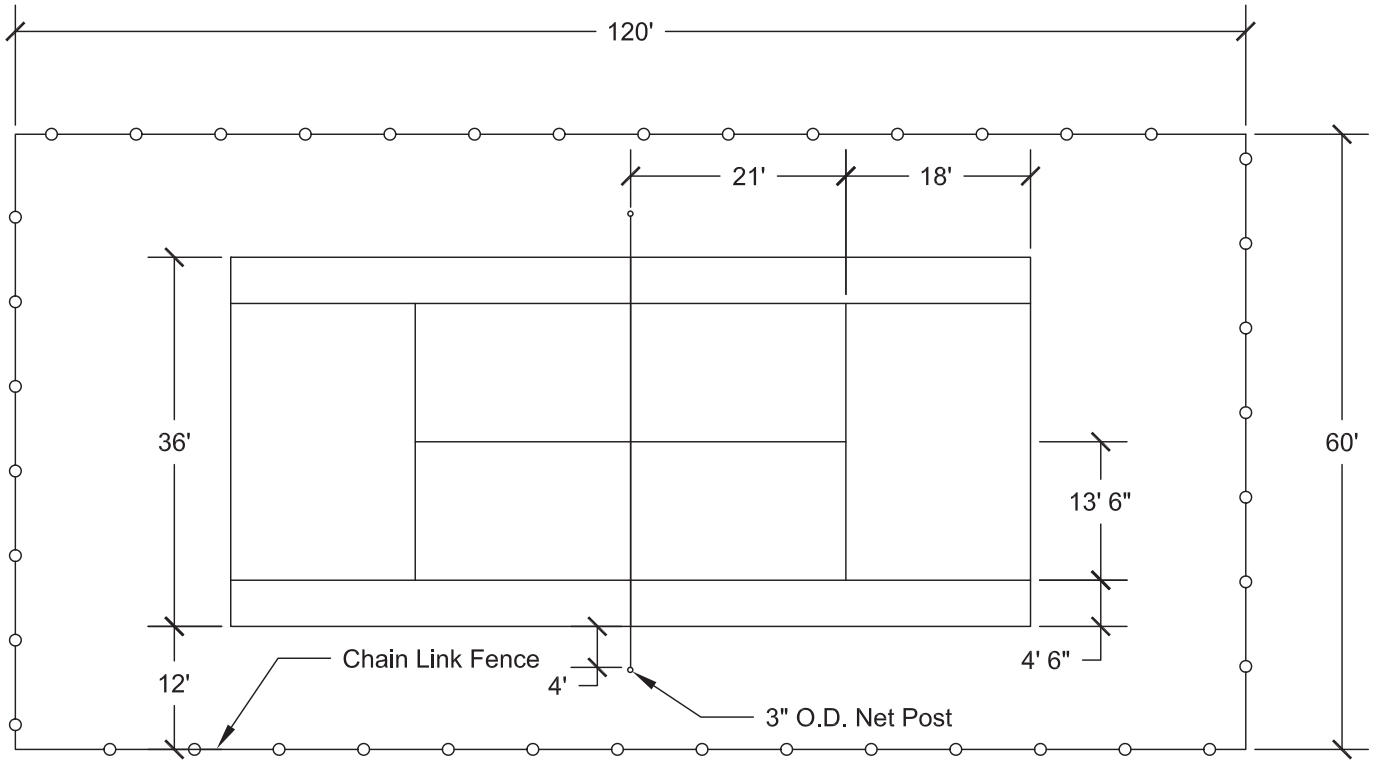
ORIENTATION	Long axis is north to south
DRAINAGE	Drain end to end
DIMENSION OPTIONS	Full court 35' x 70'; half court 35' x 35'
COURT	Concrete slab with fiber reinforcement with 2-inch wide white markings
SAFETY BUFFER	10-feet, or a minimum of 8-feet, unobstructed behind the back boundary line and a minimum of 6-feet on each sideline
PAVEMENT AREA	Allow a minimum of 3' additional from sideline to edge of pavement
GOAL POST	In-ground pole, 3 1/2" O.D. min, with a galvanized finish
BACKBOARD	One-piece cast aluminum alloy backboard with 1" deep supporting flanges
NET	White nylon



BASKETBALL COURTS EXAMPLES AT CITY VIEW PARK & BLACKWATER PARK



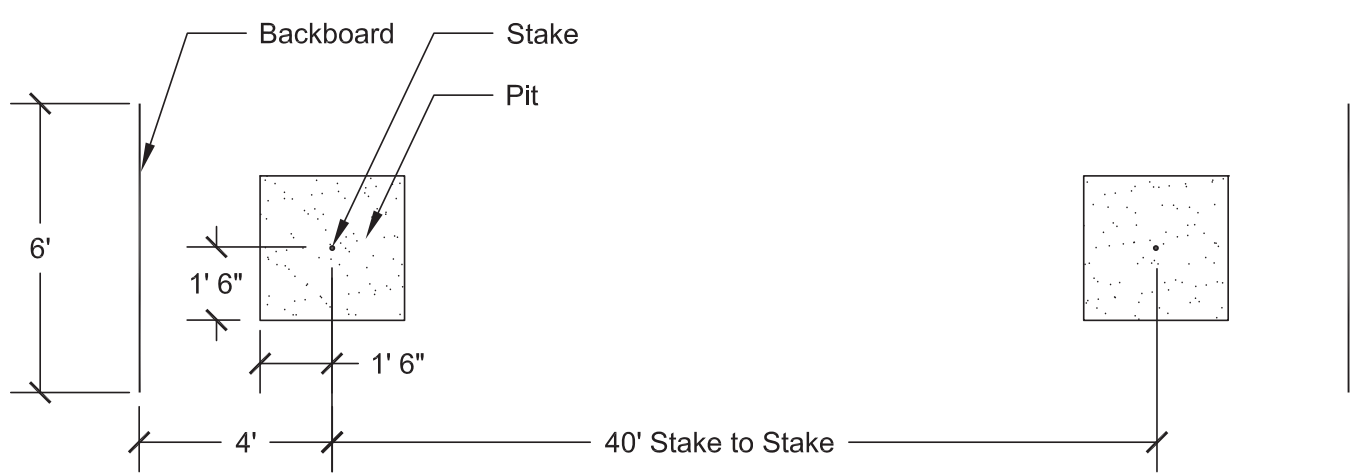
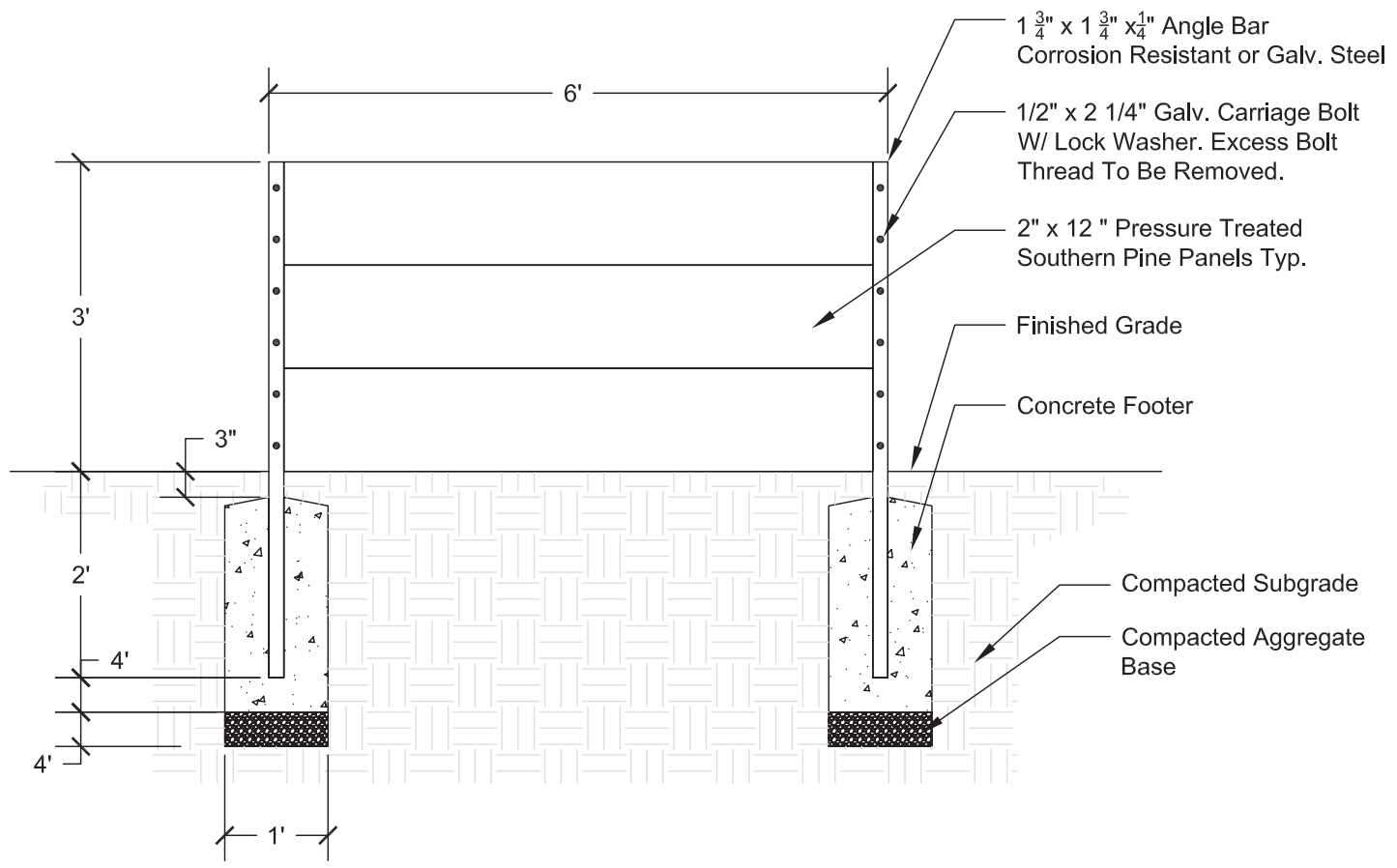
Note: All Dimensions Are To The Outside Edge Of Lines. All Playing Lines Are 2" In Width, Except The Base Line Which May Be Between 2" And 4" In Width.



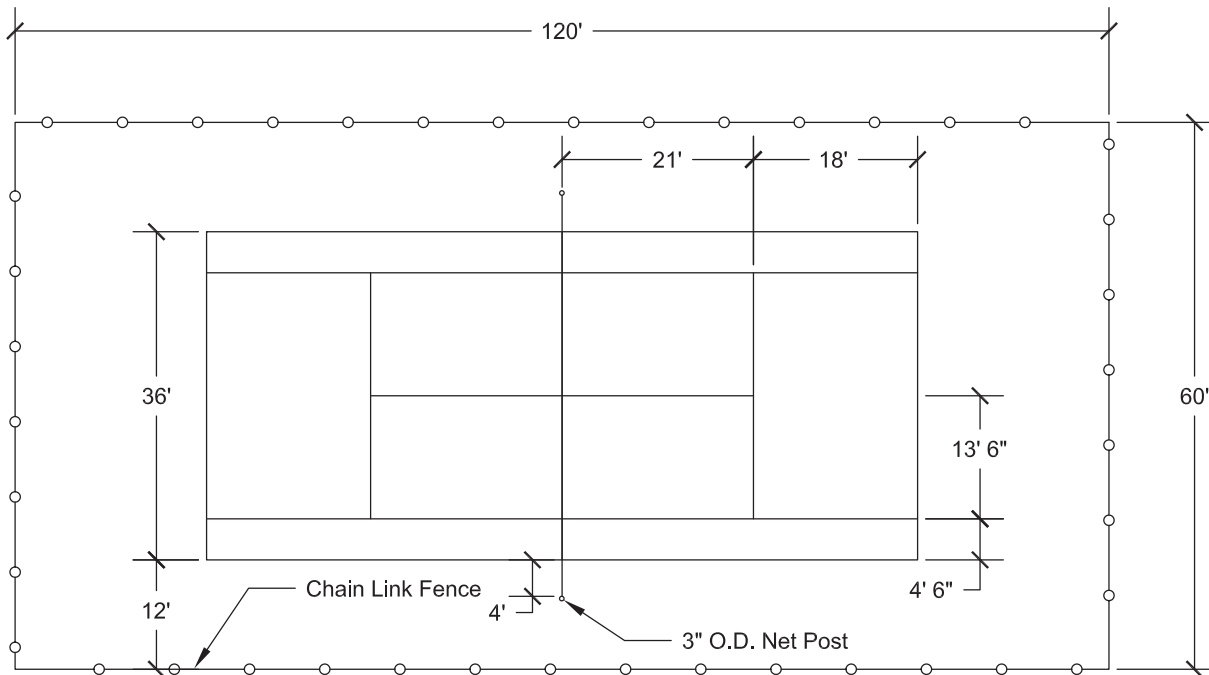
Typical horseshoe pit at Munden Point Park

HORSESHOE PIT

LOCATION	Staffed parks
COURT CONSTRUCTION	Consists of the pit, pit box, and backboard
ORIENTATION	Long axis north to south
PIT	The pit area shall be filled to a depth of 4 to 8 inches with either clay, sand, or soil.
SAFETY DISTANCE	Space courts at least 12-feet apart measured stake to stake.
STAKES	Each stake shall be centered between the platforms with a minimum of 21-inches from the stake to the front and back of the pit. Stakes shall be 1-inch in diameter and shall extend between 14" and 15" above pit level. They shall have an approximate 3" lean toward each other.
BACKSTOPS	Backstops are recommended and shall be 3-feet high and 6-feet wide.



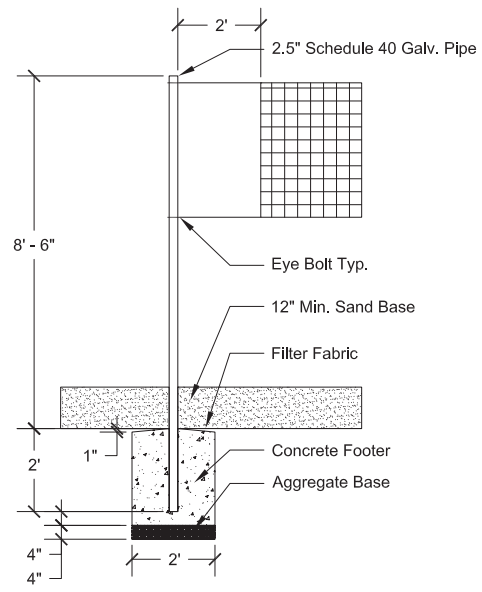
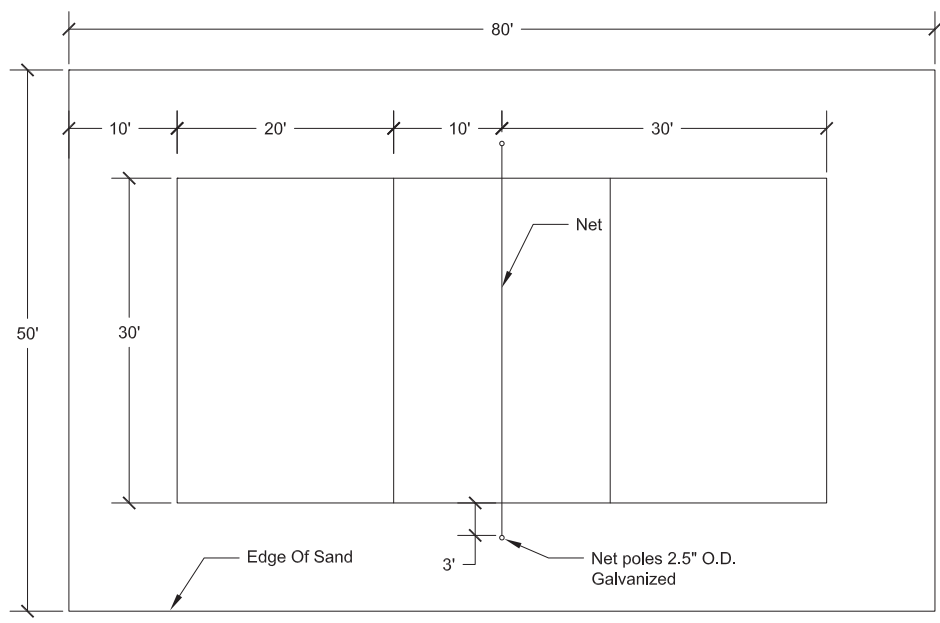
Note: All Dimensions Are To The Outside Edge Of Lines. All Playing Lines Are 2" In Width, Except The Base Line Which May Be Between 2" And 4" In Width.



Typical tennis courts at Woodstock Park

TENNIS COURT

ORIENTATION	April-October play, long axis is north to south. Year round play, long axis is northwest to southeast 22 degrees off true north.
DRAINAGE	Drain side to side (preferred) or end to end at 0.8% to 1%. Never allow a high point at the net.
MULTIPLE COURTS	Allow a 10-foot minimum between courts.
SURFACE MATERIAL COLOR	Green court area and border area with 2" white stripes for court markings
NET	42' long and 3 1/4' (39") high and otherwise conforming to the regulations of the U.S. Lawn Tennis Association
NET POSTS	Black Schedule 40 steel pipe 3" O.D. fitted with rust- proof cast aluminum caps (Do not paint)
LIGHTS	If provided, timer for lights shall be located on pole near court entrance.
FENCE	10-feet tall chain link fence, 1 3/4" mesh, 9-gauge core mesh minimum. All fence posts and hardware shall be black polyester coating 3-mil color powder electrostatically applied (powder coated finish). Fence mesh shall have a black vinyl coated finish.



VOLLEYBALL COURT

ORIENTATION	Long axis north to south
NET	Nylon
NET HEIGHT	7' 4 1/8" measured at the center of the playing court
NET DIMENSIONS	39" wide and minimum of 36-feet long
NET POLES	2 1/2" O.D. schedule 40 galvanized pipe, wooden poles used at beaches. 3/8" diameter holes drilled at 2", 14", and 50" for eye bolt assembly.
SAFETY DISTANCE	10-feet minimum unobstructed behind the back boundary line and on each sideline or between courts
SAND COURT	A minimum depth of 12" of sand with a filter fabric placed underneath the sand bed



Typical volleyball courts and net set up at Woodstock Park

SECTION EIGHT Playground Systems





Full playground system at Lake Lawson/Lake Smith Natural Area

PLAYGROUND

DESCRIPTION

For the purposes of this document, the term “play area” shall refer to any place or space physically defined and specifically and primarily intended for recreational use by children, generally between the ages of 2 and 12.

For these areas, the Virginia Beach Parks & Recreation department adheres to the standards of several nationally recognized organizations where the design, construction, and maintenance of play areas are involved. The following documents are hereby incorporated as part of these Standards:

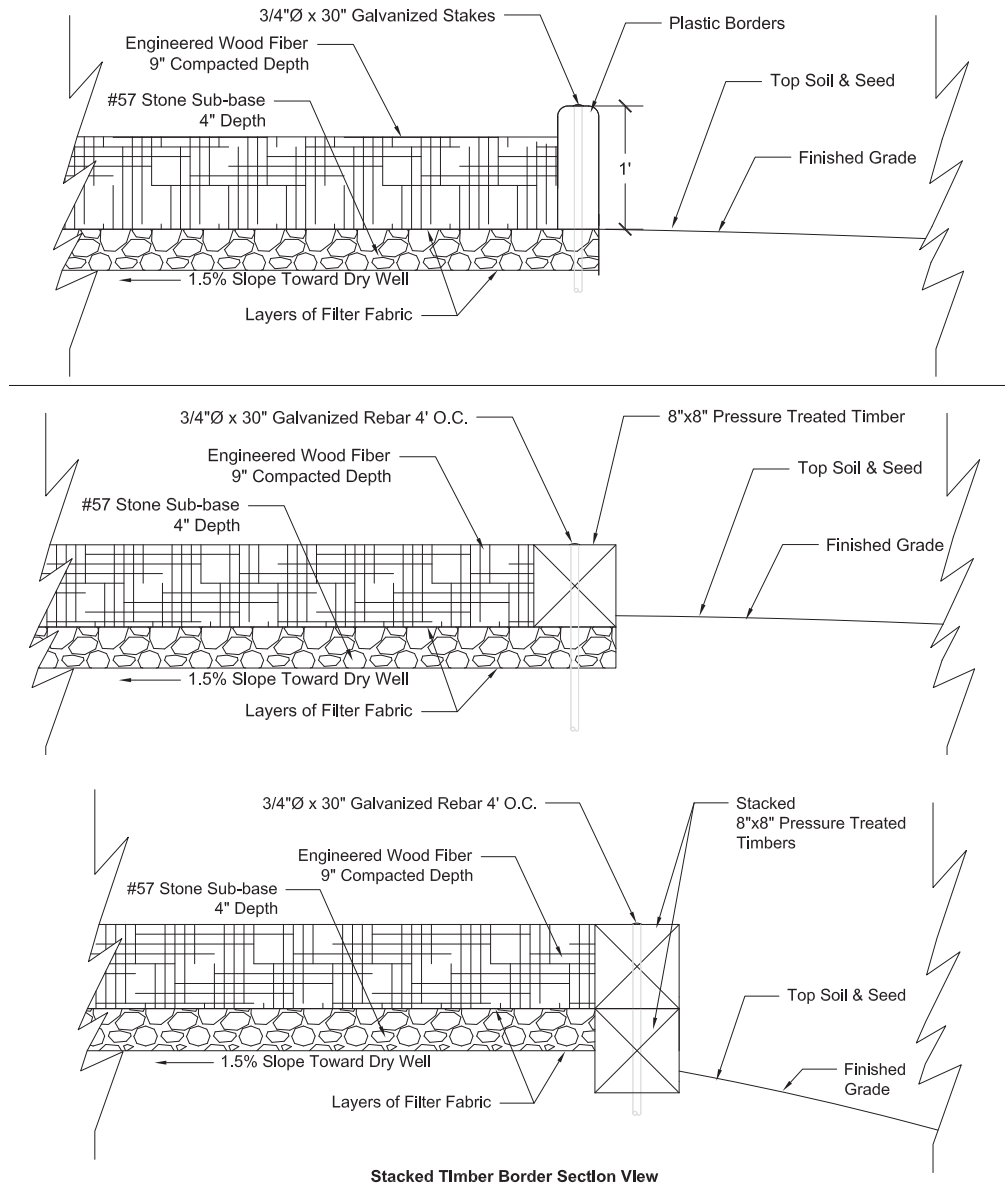
1. American Society for Testing and Materials (ASTM) “Standard Consumer Safety Performance Specification for Playground Equipment for Public Use,” F1487 (most recent edition)
2. U.S. Consumer Product Safety Commission (CPSC) “Handbook for Public Playground Safety,” Publication No. 235 (or most recent edition)
3. U.S. Architectural and Transportation Barriers Compliance Board, Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities; Play Areas; October 2000, amended November 2000 (or most recent edition)

COLOR

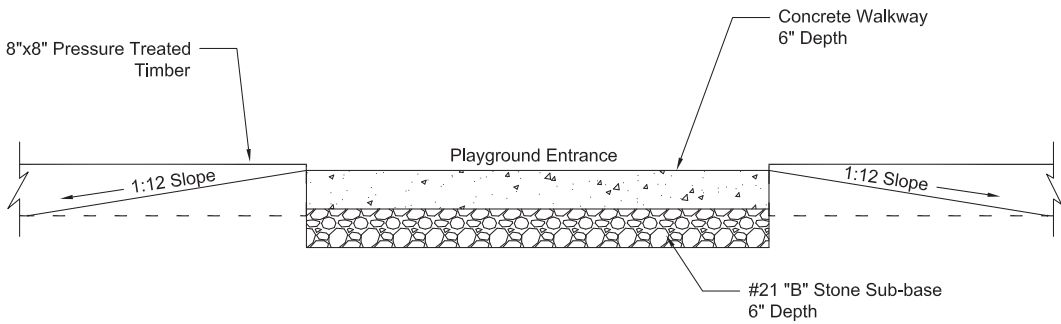
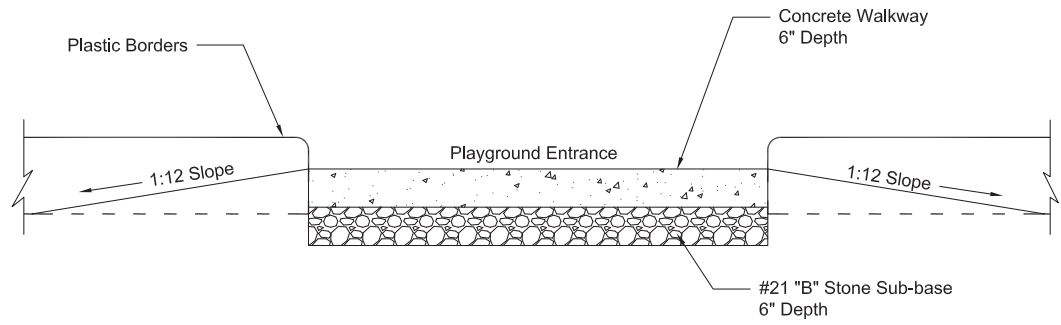
Colors shall be determined based on the park’s overall character and community aesthetics.

BOUNDARY DEFINITION/SURFACING/DRAINAGE

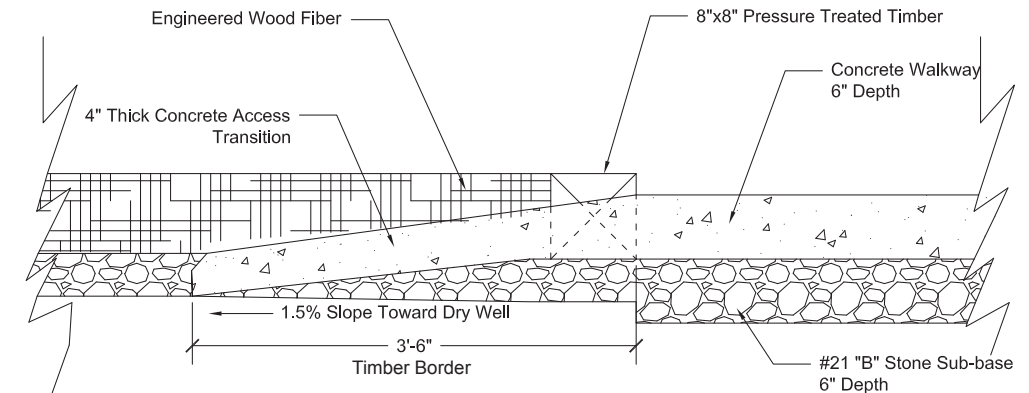
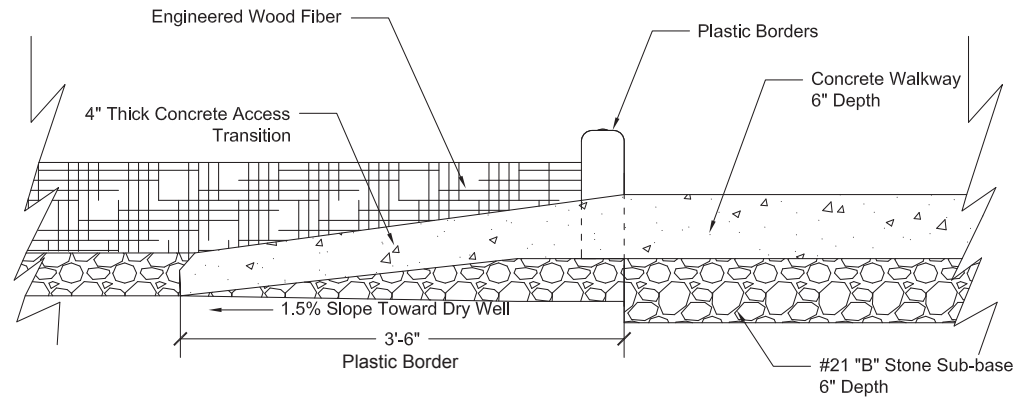
- BOUNDARY MATERIAL** Pressure treated timber, plastic timber border, concrete or asphalt edging.
- FASTENERS** All fastener hardware will be hot dipped galvanized fasteners.
- SURFACING MATERIAL** Engineered wood fiber carpet chips
- UNCOMPRESSED DEPTH** Recommended depth depends on fall heights. For general use, an 8" uncompressed depth is standard. Where equipment is being installed with fall heights in excess of 6 feet, contact the surfacing material manufacturer for recommended depths.
- DRAINAGE** Each playground site demands that the inner area of the playground shall have 4" of material excavated and graded, maintaining a 1.5% slope toward a newly installed dry well. A layer of filter fabric shall then cover the space enclosed by the timbers. A 4" layer of #57 stone shall then cover the area enclosed by the border material and then another layer of filter fabric will be installed over the entire enclosed playground area prior to installing the wood fiber mulch.



TIMBER AND PLASTIC BORDER ENTRANCE SECTIONS

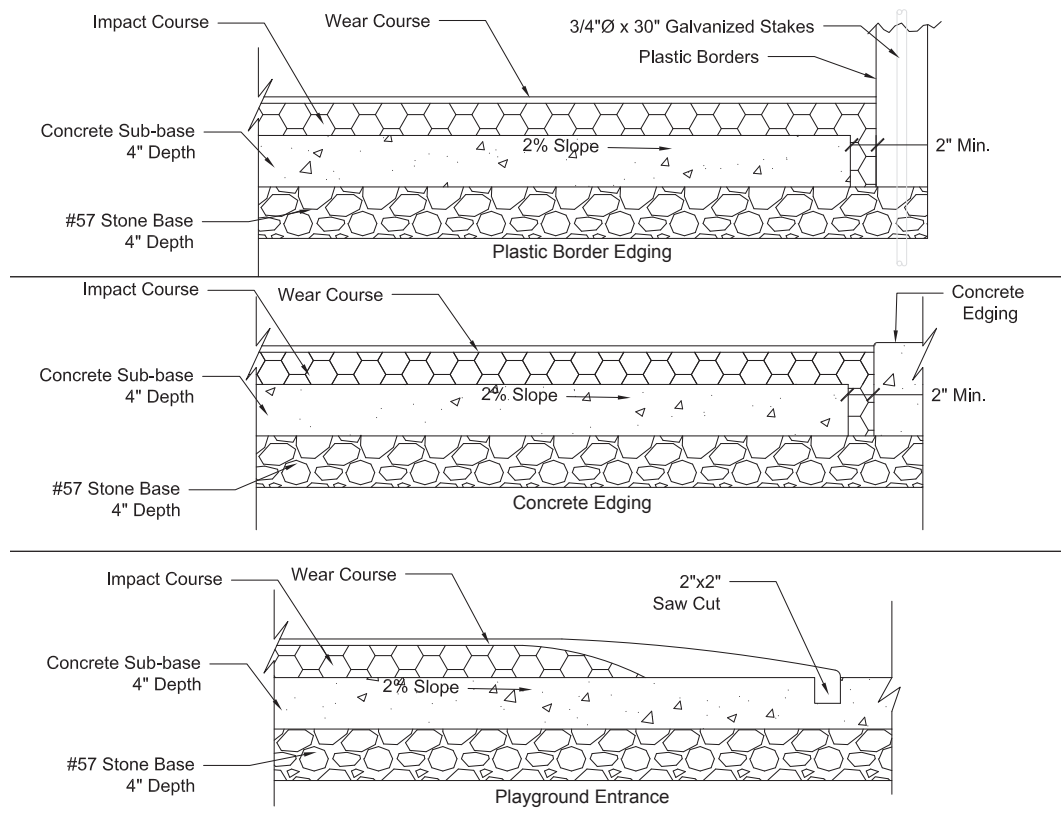


TIMBER AND PLASTIC BORDER ENTRANCE TRANSITIONS

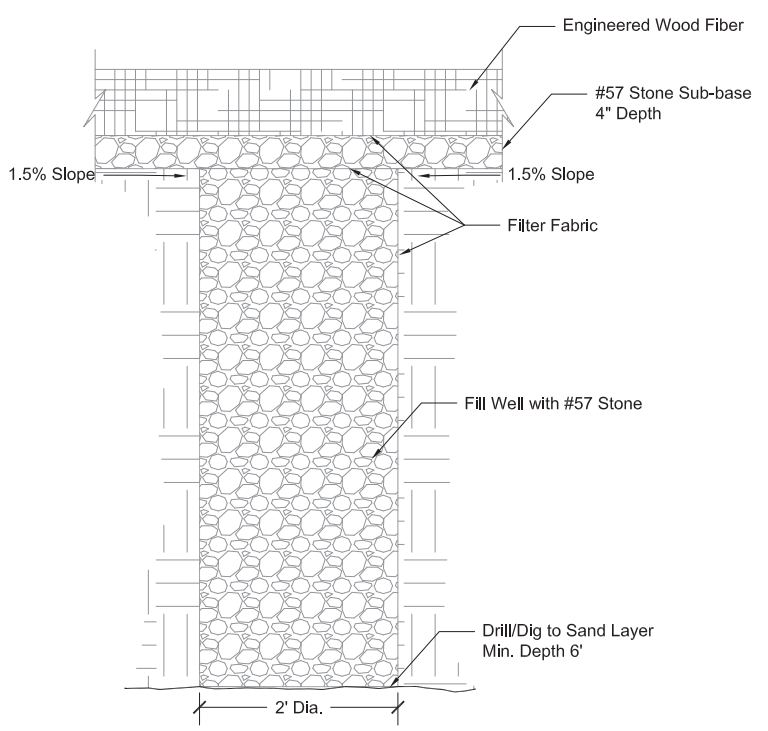


TIMBER BORDER

PLAYGROUND POUR-IN-PLACE SURFACING DETAILS



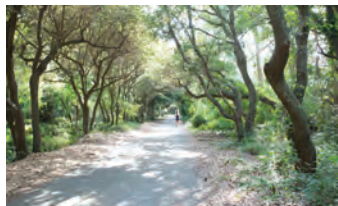
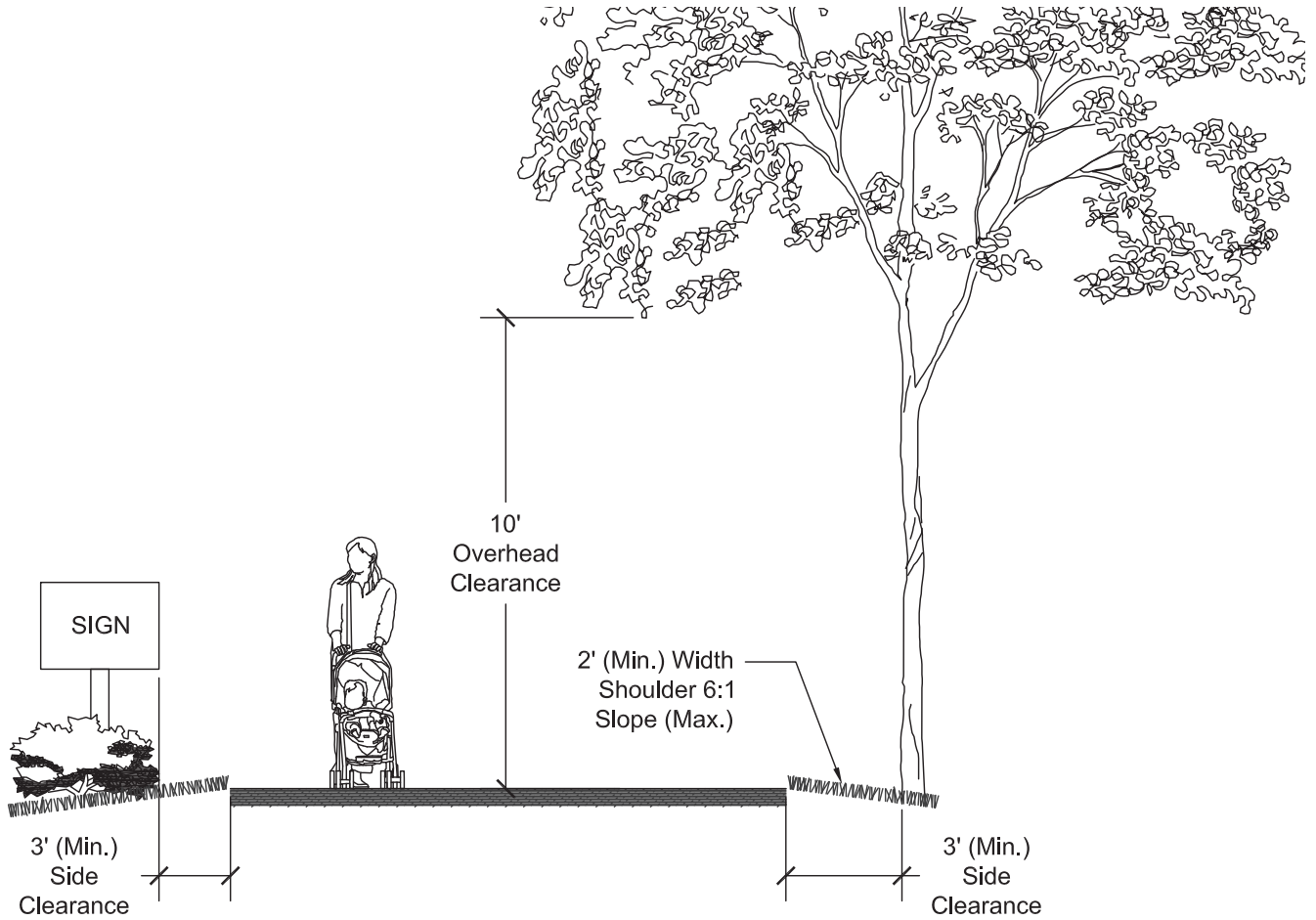
DRY WELL DETAIL



SECTION NINE

Park Walkways & Trails





Shared use path along Cape Story Trail

PARK WALKWAYS & TRAILS

DESCRIPTION	This section establishes standards for public walkways, trails, and internal pedestrian circulation systems that will provide user-friendly pedestrian access.
WIDTH	Primary walkways - 12'; secondary walkways - 8'. In certain circumstances the use of 6' wide paths may be appropriate for minor connections.
CONNECTIVITY	Continuous internal pedestrian walkways shall be provided from the public walkway or right-of-way to the main entrance of all buildings and active amenity areas on the site. Walkways shall connect pedestrian activity such as, but not limited to, transit stops, street crossings, buildings, and major site amenities.
ADA	All pedestrian facilities shall meet ADA guidelines.
OTHER	For additional information related to the development of safe trail facilities, refer to the third or most recent edition of the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities.

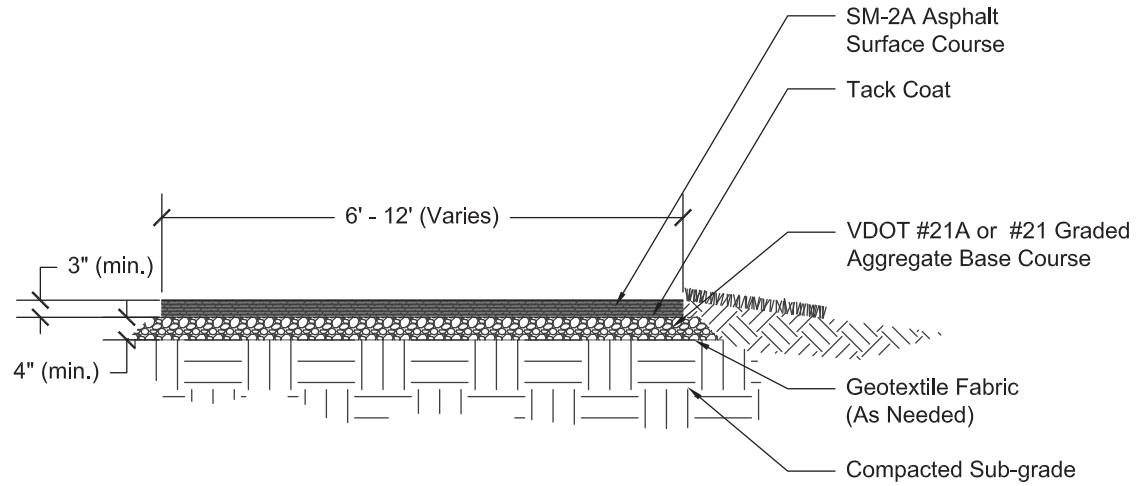
ASPHALT PATH



Asphalt trail at Marshview Park

USE ADA accessible pedestrian walkways, trails, and light vehicular service access

BASE The aggregate base shall extend beyond the pavement edge so that the edge will be structurally reinforced and shall be a minimum depth of 4"

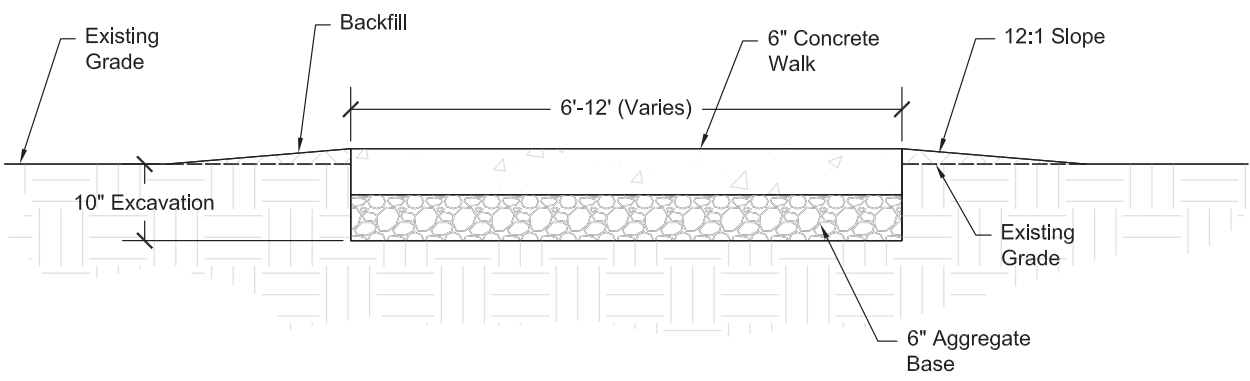


CONCRETE SIDEWALK



Concrete path at Woodstock Park

USE ADA accessible pedestrian walkways, trails, and light vehicular service access concrete walk ways shall be Class A 3000 PSI fiber-reinforced.

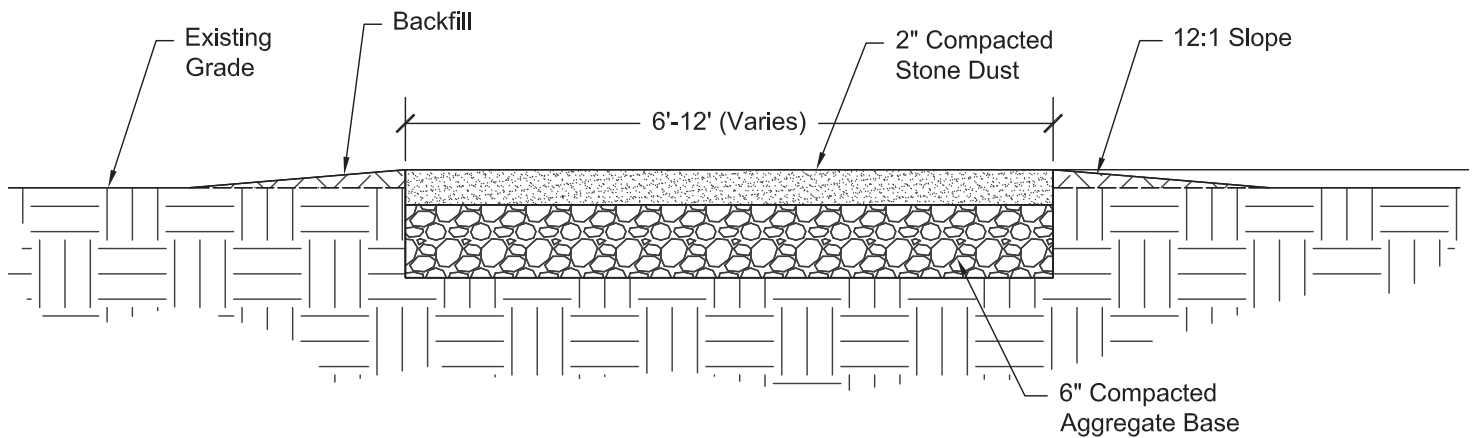


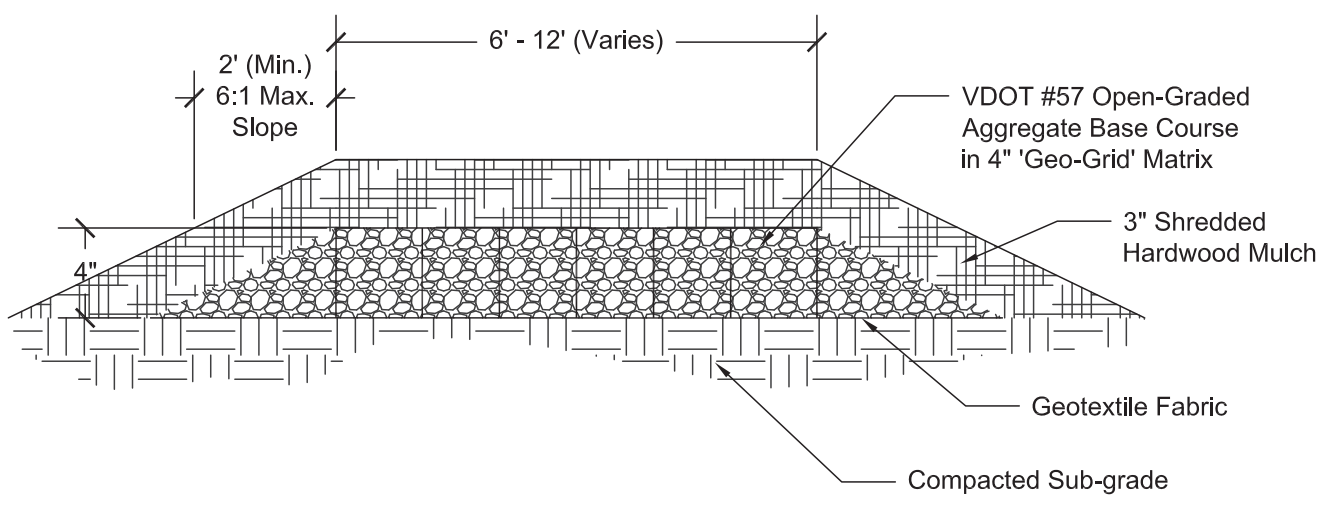
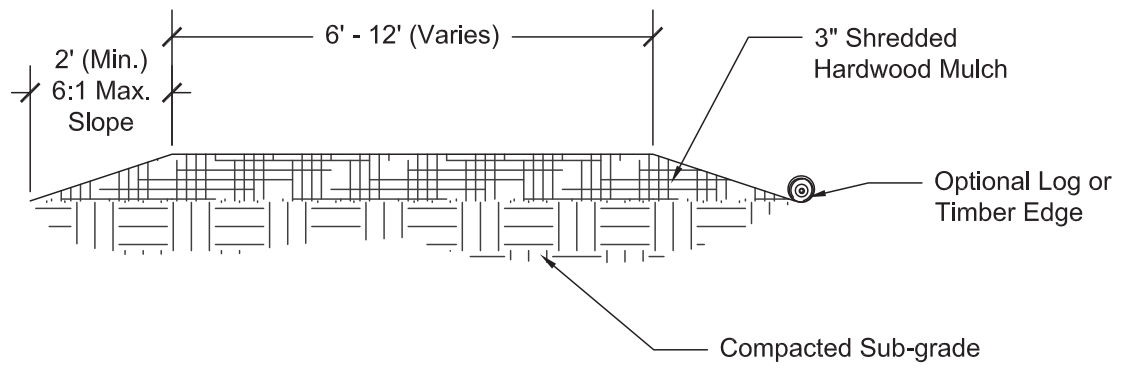


Crushed stone trails appear in the Japanese Garden at Red Wing Park

CRUSHED STONE TRAIL

- USE** Only for use in environmentally sensitive and natural areas where pedestrian access is desired
- WIDTH** Walkways - 8'. In certain circumstances, the use of 6' wide paths may be appropriate for minor connections. Areas where horses will be utilizing the trail, 4-foot wide shoulder is recommended.
- CONSTRUCTION** All trail construction shall include standard clearing limits as follows: brush and branches shall be removed to a height of 10 feet within 3 feet of the trail. Remove all roots and organic debris to a depth of 4 inches, where appropriate. See modified detail on the following page for applications where fewer disturbances are desired. Establish a design cross-slope in sub-grade materials. Provide complete mechanical compaction. Where this is impractical or impossible, compact by hand with an appropriately weighted implement.





NATURAL TRAIL

- USE** For use in environmentally sensitive areas where pedestrian access is desired
- WIDTH** Primary walkways - 8'. In certain circumstances, the use of 6' wide paths may be appropriate for minor connections. Areas where horses will be utilizing the trail, a 4 feet wide shoulder is recommended.
- CONSTRUCTION** All trail construction shall include the removal of stumps, exposed roots, and branches within the trail section and to a height of 10 feet. No milled lumber shall be used and a trail border is optional.



Natural trail at Marshview Park

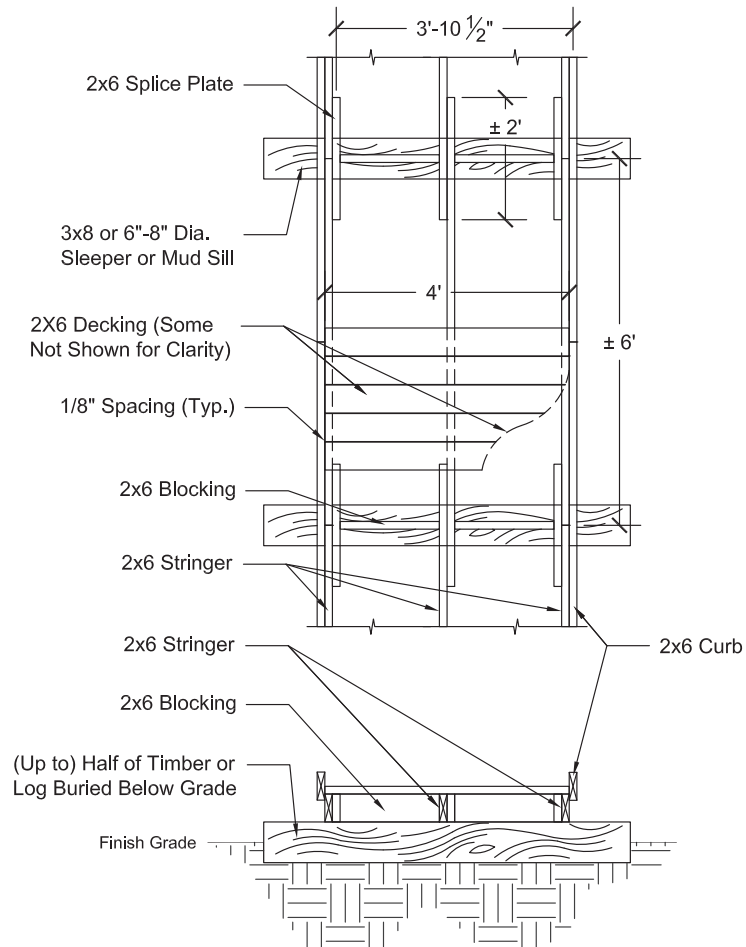


Foot Bridge at Red Wing Park

FOOT BRIDGE

USE	For pedestrian use
DIMENSIONS	6' to 10' widths; clear spans generally less than 20'. Where steep and unstable banks exist, the bridge's overall length shall be determined accounting for the re-grading and stabilization of the banks. The maximum recommended slope for banks is 3:1.
MATERIALS	Southern yellow pine (pressure treated). Timber abutments should be treated for water contact.
DECKING	Pressure treated solid sawn wood decking
FASTENERS	Hot-dipped galvanized steel
APPROACHES	Approaches shall meet ADA requirements. Side slopes shall be stabilized and shall not exceed 6 to 1. Where steeper slopes are necessary, wing walls shall be utilized to stabilize the approaches and minimize erosion.

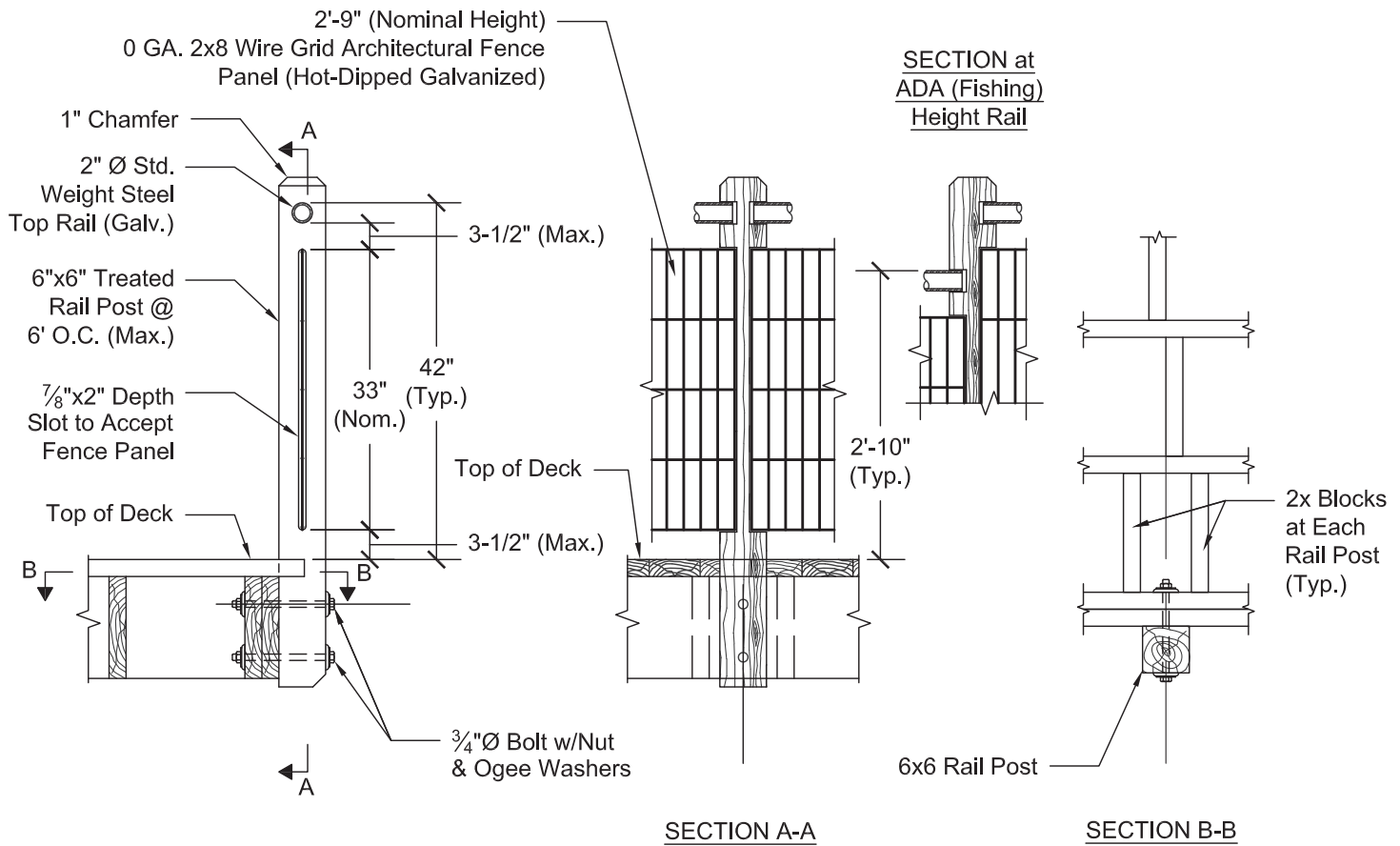
RAISED WOODEN WALKWAY





WALKWAYS & TRAILS OPTIONAL RAILING

Walkway/overlook at Lake Lawson/Lake Smith Natural Area



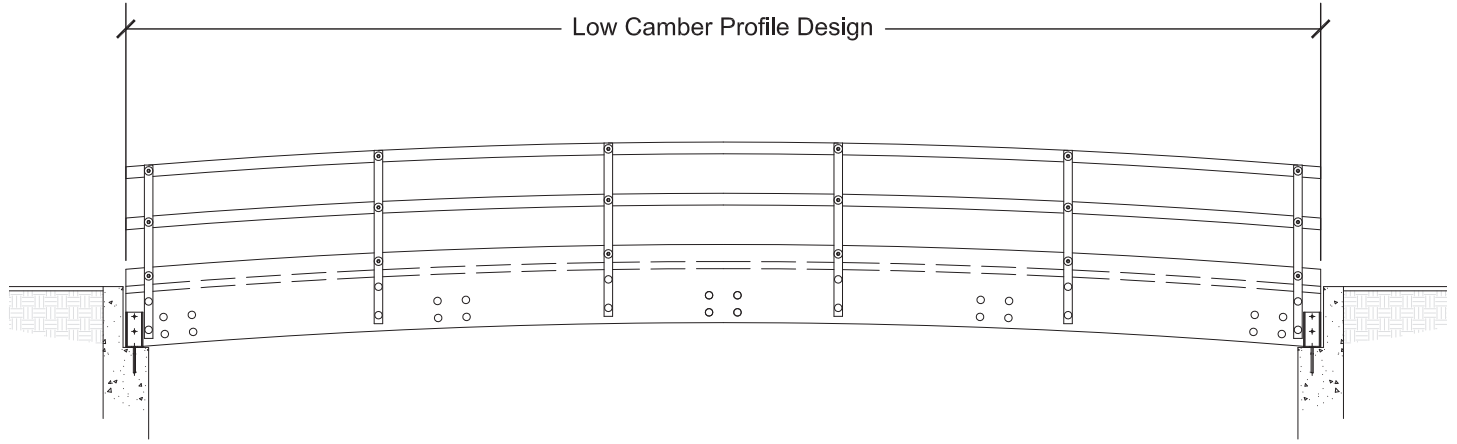


Prefabricated bridge at Marshview Park

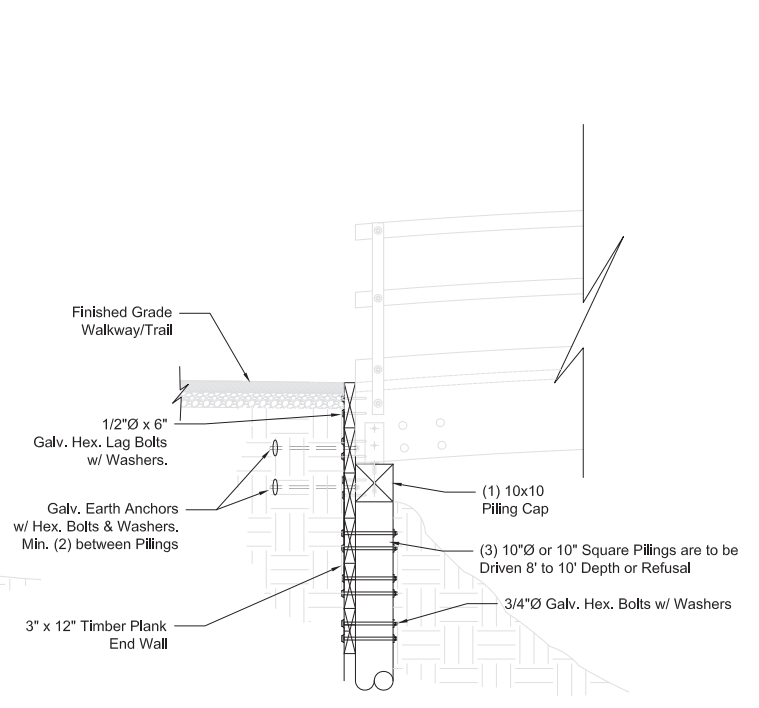
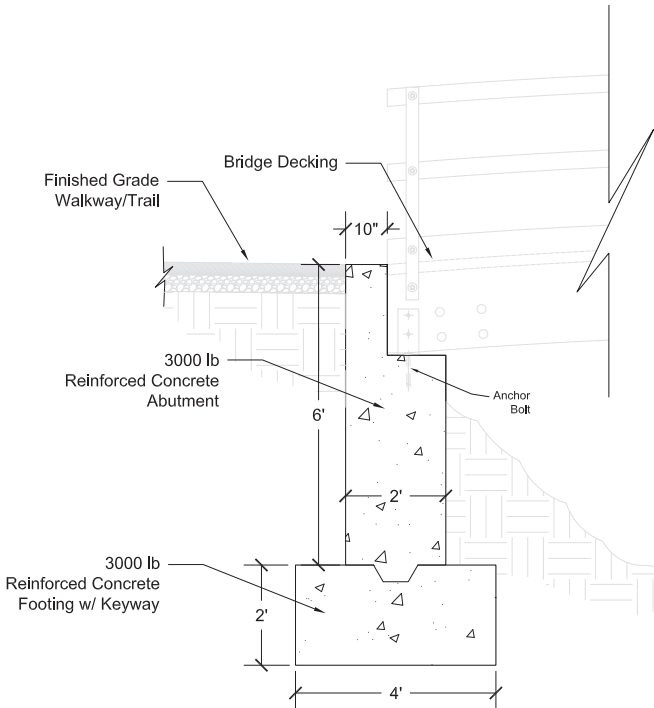
PREFABRICATED BRIDGE

USE	For pedestrian and light vehicular use
DIMENSIONS	6' to 14' widths; clear spans from 20' to 100'; span-to-width ratio generally 12:1. Where steep and unstable banks exist, the bridge's overall length shall be determined accounting for the re-grading and stabilization of the banks. The maximum recommended slope for banks is 3:1.
MATERIALS	Southern yellow pine
BEAMS	Glued laminated wood beams
DECKING	Pressure treated solid sawn wood decking
CONNECTORS	Hot-dipped galvanized steel
APPROACHES	Approaches shall meet ADA requirements. Side slopes shall be stabilized and shall not exceed 6 to 1. Where steeper slopes are necessary, wing walls shall be utilized to stabilize the approaches and minimize erosion.
ADA	All bridge designs shall meet ADA requirements.

BRIDGE PROFILE



CONCRETE ABUTMENT & TIMBER ABUTMENT



Note: Footings & Abutments must extend past sides of bridge by Min. 2 feet)

Note: Timber Planks must extend past sides of bridge by Min. 2 feet)

SECTION TEN Shelters



WOOD SHELTER



Wood shelters from top to bottom: Beach Garden Park, Bayville Farms Park, and Red Wing Park

DESCRIPTION

Wood Shelters are available in a variety of sizes and configurations (square, rectangular, hexagon). All structural members, support columns, beams, and arches are made of pressure treated laminated wood. Sizes range from 12' x 12' to 30' x 60'; hexagonal shelters range from 20' to 45' in diameter.

All shelters shall comply with the following guidelines and standards:

1. The manufacturer of the structural glued laminated wood components shall conform to the manufacturing requirements of the American Institute of Timber Construction Standards and the Standard Specification or Glued Laminated Timber, AITC 117.
2. Quality Control shall be provided in accordance with the American National Standard of Wood Products— Structural Glued Laminated Timber (ANSI/AITC A 190.1) and the American Institute of Timber Construction Inspection Manual (AITC-200).

LAMINATED LUMBER

All lumber shall be kiln dried Southern Pine graded to meet the requirements of Standard Specifications for Structural Glued Laminated Timber, AITC 117. Adhesives shall be wet-use (waterproof) complying with ANSI/AITC A190.1– latest edition.

BEAMS & COLUMNS

All beams and columns shall be embedded glued laminated wood. Column sizes range from 6" x 6" to 8" x 8". Beam/column spacing ranges from 8' O.C. to 10' O.C. for larger shelters. Glulam beams/columns are to be pressure treated in accordance with American Wood Preservers' Association Standards.

ROOF DECKS

All roof decks are to be 2 inch (nominal) #1 grade, single tongue and groove with V-joint bottom face, kiln-dried Southern Pine.

FASCIA

All fascia will be 2" x 6" Southern Pine, #1 SPIB Grade, pressure treated in accordance with American Wood Preservers' Association Standards.

ROOF SURFACES

Architectural shingles or standing seam aluminum roof with one layer of 30 lbs. felt (a minimum 25-year written warranty is required) (Gray in color)

FASTENERS

All steel and hardware fasteners are to be hot-dipped galvanized unless stainless steel is specified with purchase order as required by site location.

EXPOSED FACES

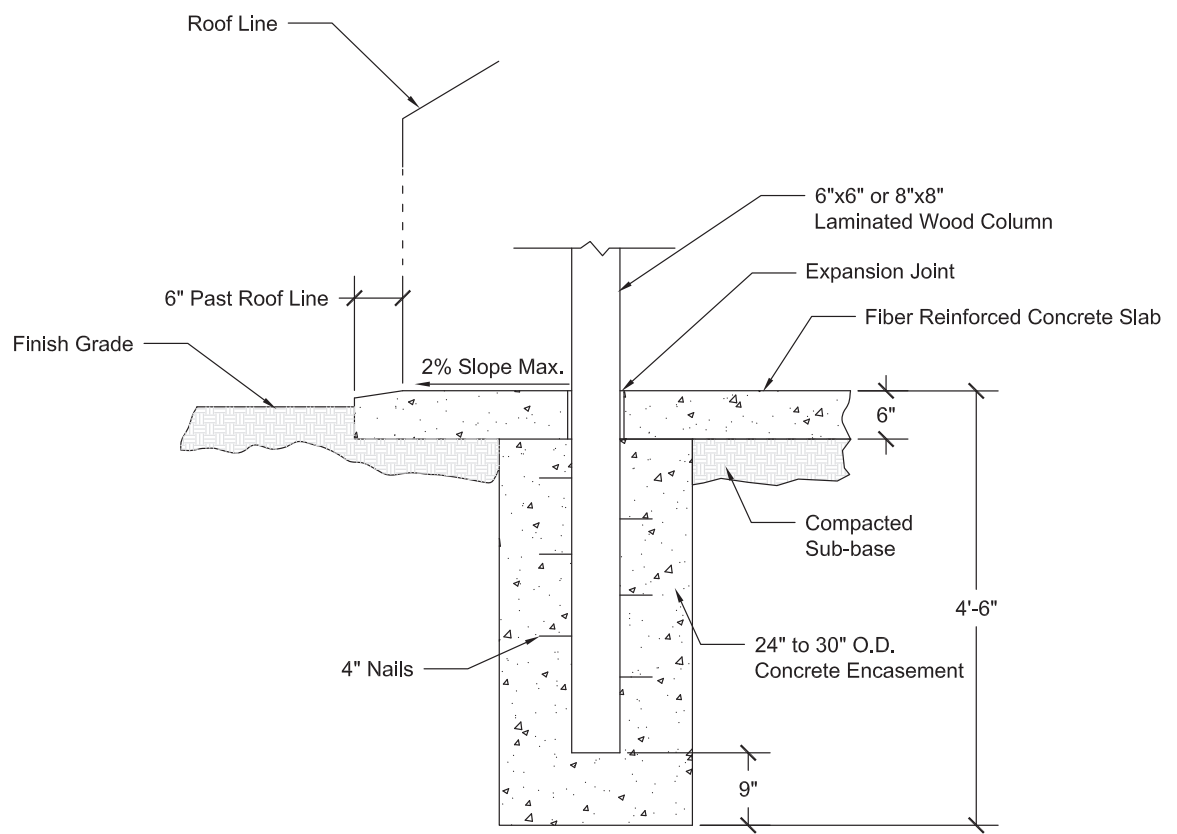
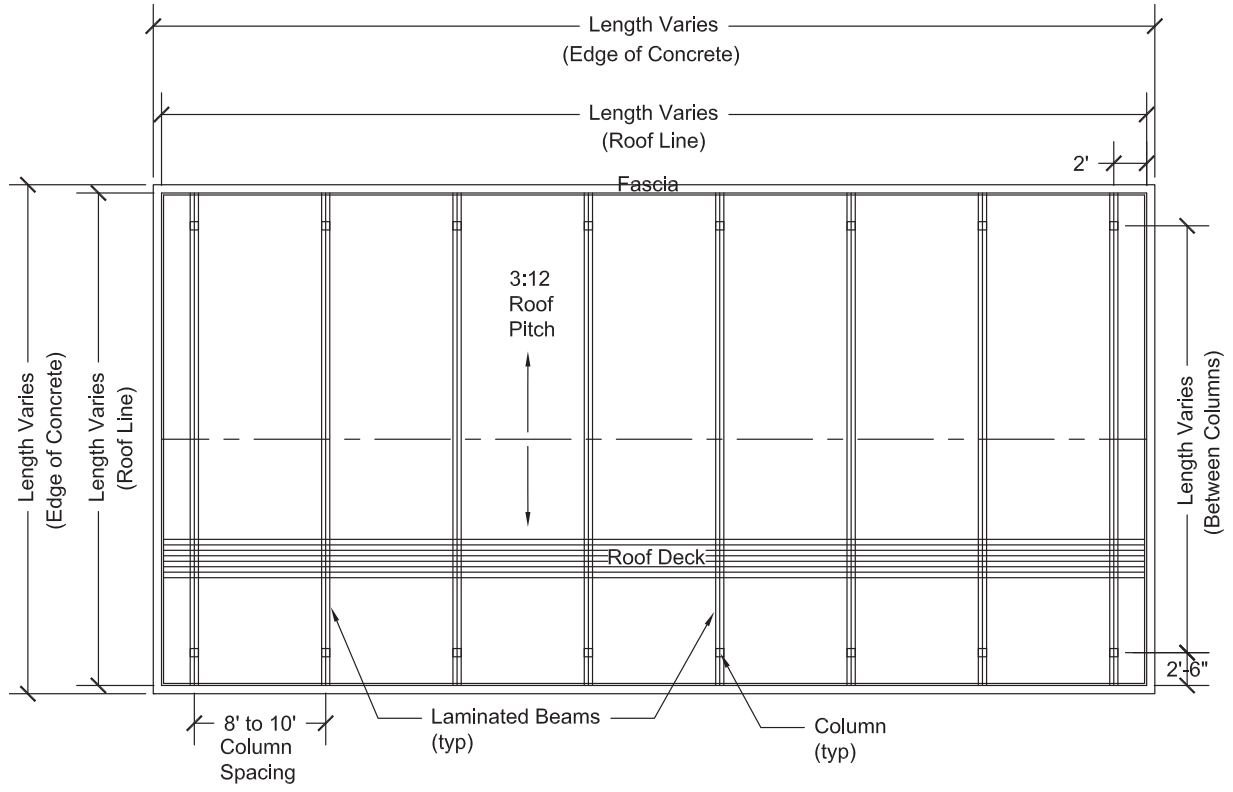
All exposed faces of glulam members are to be treated with one coat of factory-applied clear penetrating sealer.

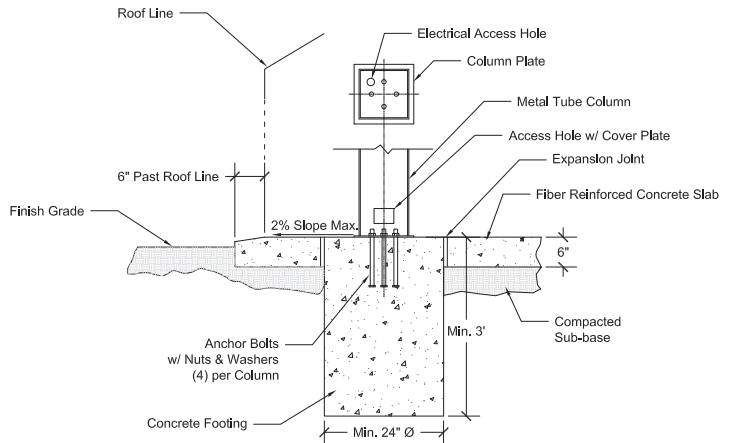
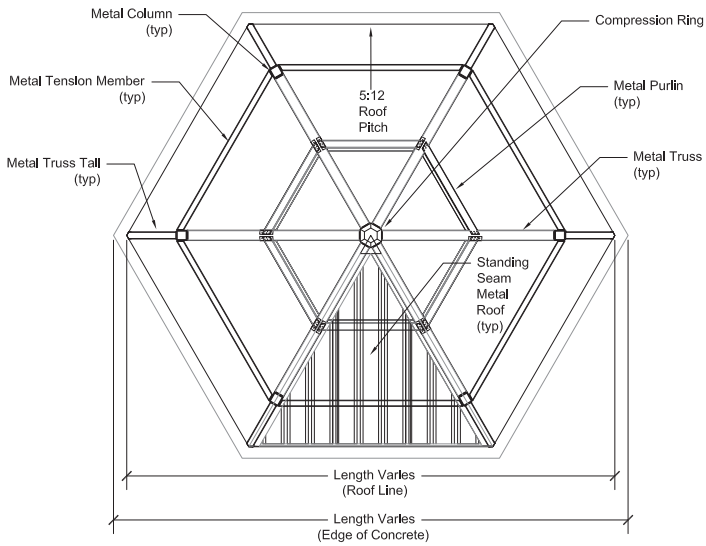
COLUMN FOOTINGS

All column footings are to be 24" to 30" O.D. x 4' depth concrete encasements (see detail).

FOUNDATION

Contractor will excavate 6" of soil and compact subsurface prior to pouring class A3, 3000 psi fiber-reinforced concrete slab. All concrete will be finished by a process of floating and troweling to a smooth non slip light broom finish. All outer edges shall be finished to a 1/4" radius. Surfaces shall have a positive sheet drainage with no greater than 2% cross slope (see detail).





Metal shelter at Princess Anne Athletic Complex

METAL SHELTER

DESCRIPTION

Metal shelters are available in a variety of sizes and configurations (square, rectangular, hexagon). Sizes range from 12' x 12' to 30' x 60'; hexagonal shelters range from 20' to 45' diameter.

All metal shelters shall comply with the following guidelines and standards:

All material and fabrication shall comply with the American Society for Testing and Materials (ASTM) guidelines and specifications as related.

STRUCTURAL FRAMING

Columns, rafters, tie-beams, purlins, etc. shall be Hollow Structural Sections (HSS) meeting ASTM A500 grade B. "I" beams tapered columns, open "C" channels, cold-formed box sections or wood products shall not be accepted.

COMPRESSION RINGS

Compression rings shall be made of structural channel sections or welded plate sections that meet ASTM A36 grade steel.

STRUCTURAL CONNECTIONS

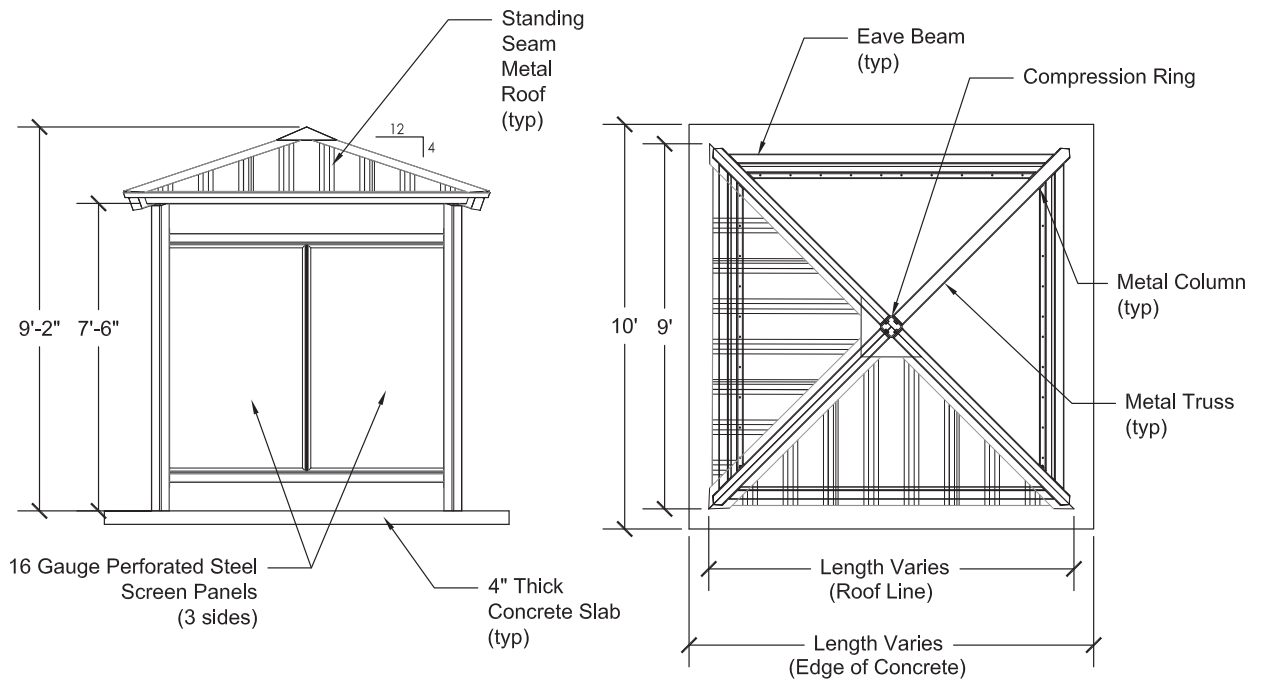
Structural connections shall be made with A325 high-strength bolts and A563 structural nuts, ASTM A307 grade anchor bolts, self-drilling screws and pop-rivets.

METAL ROOF PANEL

24-gauge galvalume roof panel with a Kynar 500 paint finish or similar. The ribs shall be 1-3/16" high and 12" on center. Roof panel coverage shall be 36" wide; all angles shall be factory cut. The ribs shall run with the slope of the building for proper drainage.

ROOF COLOR OPTIONS

Gray



PREFABRICATED "PORTABLE LAVATORY" SHELTER



Portable lavatory at Stumpy Lake Natural Area

DESCRIPTION	Portable lavatory shelters are available in two shapes (square and rectangular). Sizes are 9' x 9' square or 9' x 18' rectangle.
SERVICE STANDARDS	Portable lavatory shelters will only be installed in parks that are designed for two or more hours of experience and do not have permanent restroom facilities on site.
STRUCTURAL FRAMING	Columns, trusses, eave beams and windscreen frames shall be hollow structural sections meeting ASTM A500 grade B. Powder coated and oven cured. Color: "tan"
COMPRESSION TUBE/RING	Compression tube/ring shall be made of structural channel sections or welded plate sections that meet ASTM A36 grade steel.
STRUCTURAL CONNECTIONS	Structural connections shall be made with A325 high-strength bolts and A563 structural nuts, ASTM A307 grade anchor bolts, self-tapping screws and pop-rivets.
VISUAL WINDSCREEN PANELS	Panels shall be individually framed with 16 gauge perforated steel inserts powder coated and located on (3) side of the shelter. Color: "tan"
METAL ROOF PANELS	24 gauge galvanized roof panel with a Kynar 500 paint finish or similar. The ribs shall be 1-3/16" high and 12" on center. Color: "light gray"
FOOTING/ANCHORING SYSTEM	Anchor attachment and footings designs are site and situation specific. Follow manufactures recommended design to meet current city codes.



Shade canopies at the dog park at Red Wing Park

SHADE CANOPY

DESCRIPTION Shade Canopies are available in a variety of sizes and configurations. The preferred configuration is the T-Cantilever style.

All shade canopies shall comply with the following guidelines and standards:
All material and fabrication shall comply with the American Society for Testing and Materials (ASTM) guidelines and specifications as related.

USE Shade canopies provide relief from the sun installed above bleachers and benches and in areas where little to no shade exists.

STRUCTURAL FRAMING Columns, rafters, tie-beams, purlins, etc. shall be Hollow Structural Sections (HSS) meeting ASTM A500 grade B. "I" beams tapered columns, open "C" channels, cold-formed box sections or wood products shall not be accepted.

STRUCTURAL CONNECTIONS Structural connections shall be made with A325 high-strength bolts and A563 structural nuts, ASTM A307 grade anchor bolts, self-drilling screws and pop-rivets.

SHADE MATERIAL Green

POST COLOR OPTIONS Black

SECTION ELEVEN

Lighting



Field lights at Bayville Farms Park athletic fields



Area lighting at Littie Island Park Fishing Pier





STREET, PARKING LOT, PATH, AND AREA LIGHTING



Path lighting along Princess Anne Road corridor

DESCRIPTION Lighting standards are chosen based on products available at a reasonable cost, continuously stocked, and easily maintained through Public Works Building Maintenance.

PATH LIGHTING

TYPE Black Shoe Box or Bell Shaped
LAMP LED
POLE 10' or 14' mounting height; round tapered, fiberglass pole; finish dependent upon site

STREET AND PARKING LOT LIGHTING

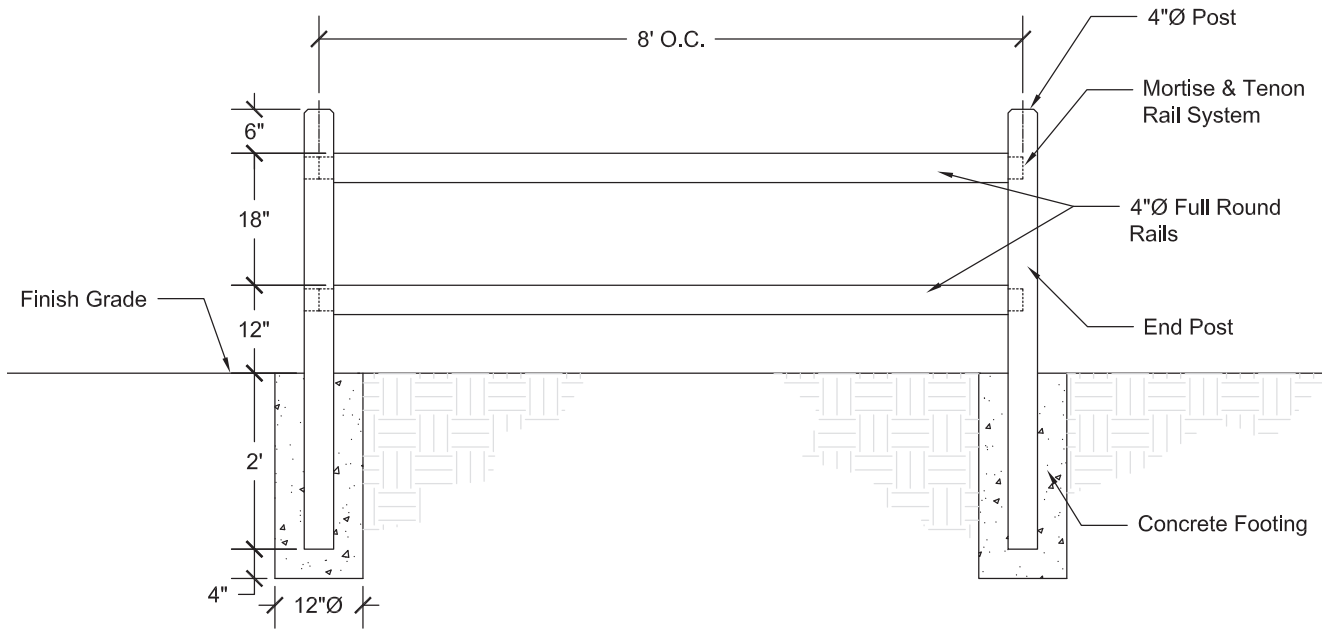
TYPE Cobra Head Flat Lens Lamp: LED
POLE 25' or 30' mounting height; tapered concrete or fiberglass poles with 6' to 12' arms; gray finish

AREA LIGHTING

TYPE Colonial
LAMP LED
POLE 10' or 14' mounting height; round tapered, fiberglass pole; black finish

SECTION TWELVE Fencing

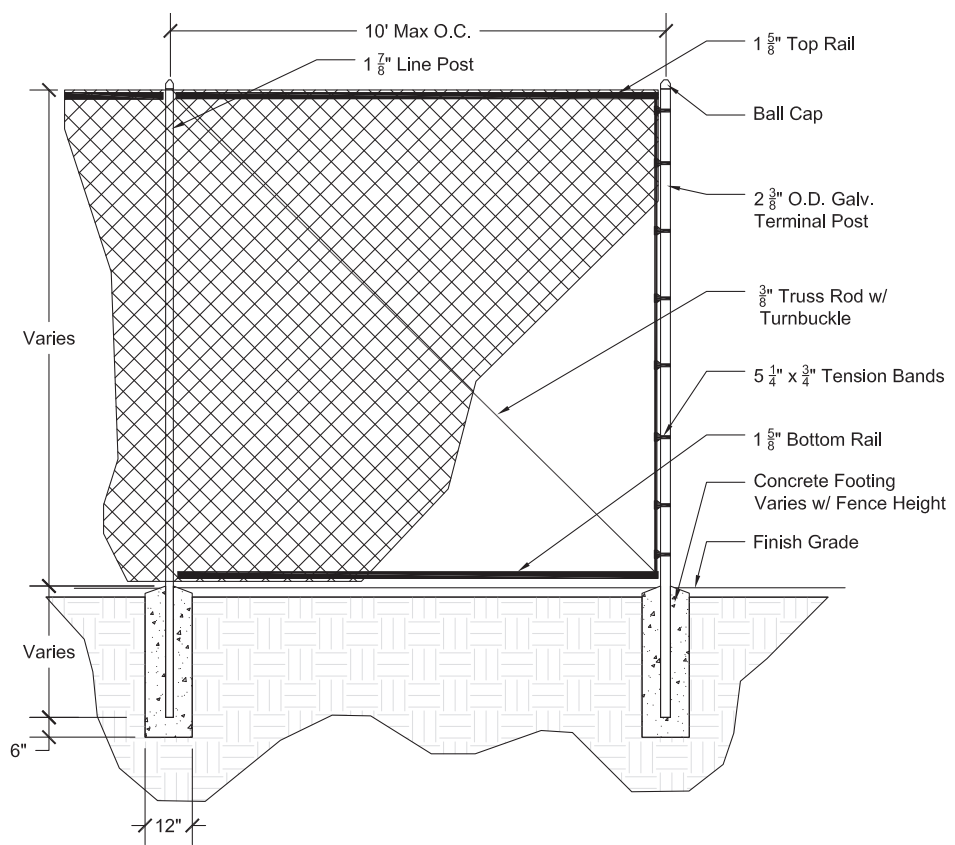




Typical two rail wood fencing at Brigadoon Park (top), Holly Green Park (middle), and with weld-wire feature at Newsome Farm Park (bottom).

TWO-RAIL WOOD FENCING

PRE-INSTALLATION	All new fencing plans and layouts shall be designed by the Planning, Design, and Development Division
HEIGHT	3' Tall
POST	All post shall be 4" diameter by 5' long pressure treated pine that are mortised to accept rail ends and chamfered post top.
RAILS	All rails shall be full round 4" diameter by 8' long pressure treated pine with the ends tapered to form a tenon that will be seated in the mortise of the posts and then fastened using #10d galvanized nails. All nail heads will be left protruding out 1/8" after installation.
FASTENERS	All fasteners/hardware shall be hot dipped galvanized.
FINISH	Fencing materials shall be made from pressure treated pine and shall be left in it natural condition. A weather resistant sealer maybe applied if desirable.
FOOTINGS	All posts shall be in cased in concrete as shown in attached details.
THIRD RAIL OPTION	4' tall (3) three full round rail wood fencing to be used in select cases.
OPTIONAL WELD WIRE	Weld wire may be specified to be attached to the inside of the rails for added protection in select cases. For this purpose 36"x2"x4" 14 gauge galvanized weld wire shall be utilized.

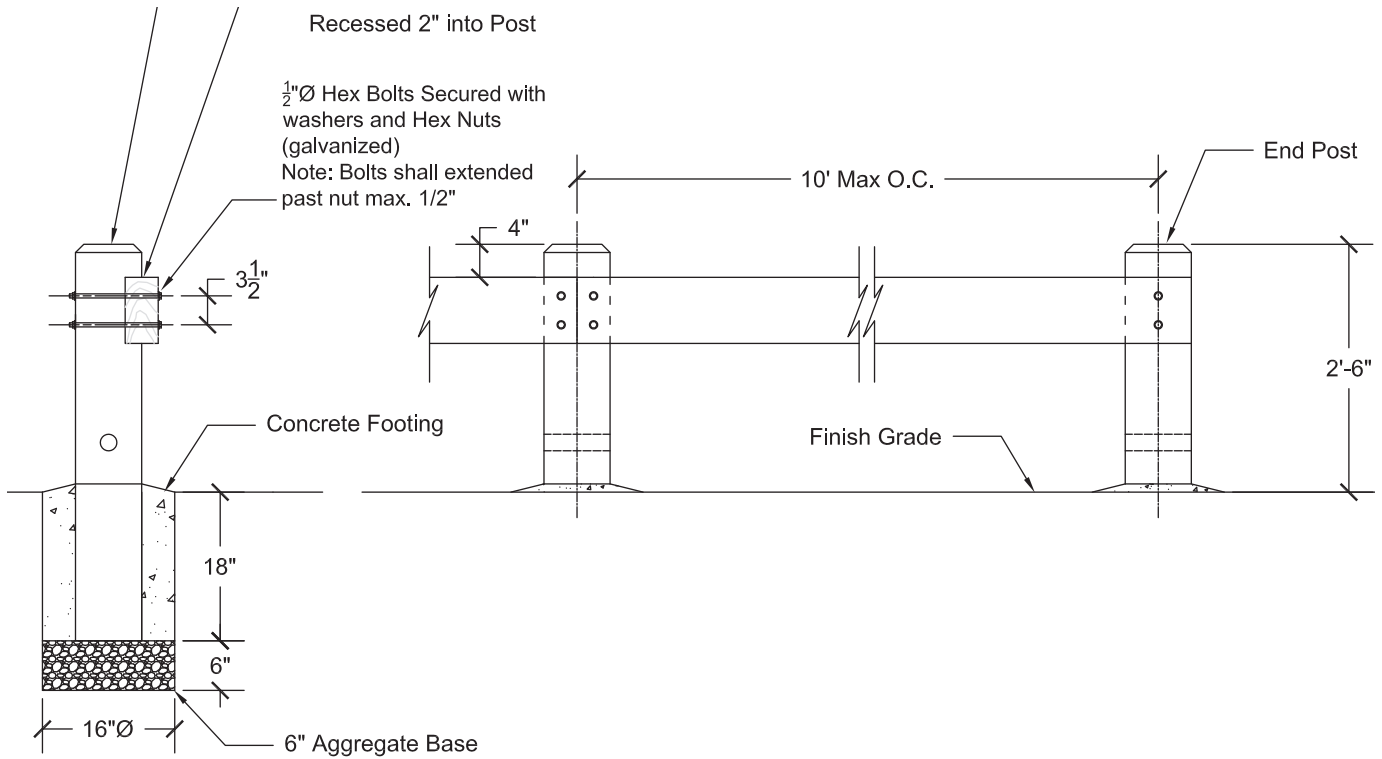


CHAIN LINK FENCE

PRE-INSTALLATION	All new fencing plans and layouts shall be designed by the Planning, Design, and Development Division
TYPE	All security fencing shall be constructed using 4' - 10' tall black vinyl coated chain link fence.
TOP RAIL	1-5/8" O.D. galvanized metal Bottom Rail: 1-5/8" O.D. galvanized metal Line Posts: 1-7/8" O.D. galvanized metal
TERMINAL POSTS	2-3/8" O.D. galvanized metal
FABRIC	9-gauge mesh core minimum
FASTENERS	All fastener hardware will be hot dipped galvanized.
FINISH	Posts, rails and hardware shall be black polyester coating 3- mil color powder electrostatically applied (powder coated). Fence mesh shall be vinyl coated.
FOOTINGS	All footings for post installation will be a minimum depth of 24-inches below finish grade surface.



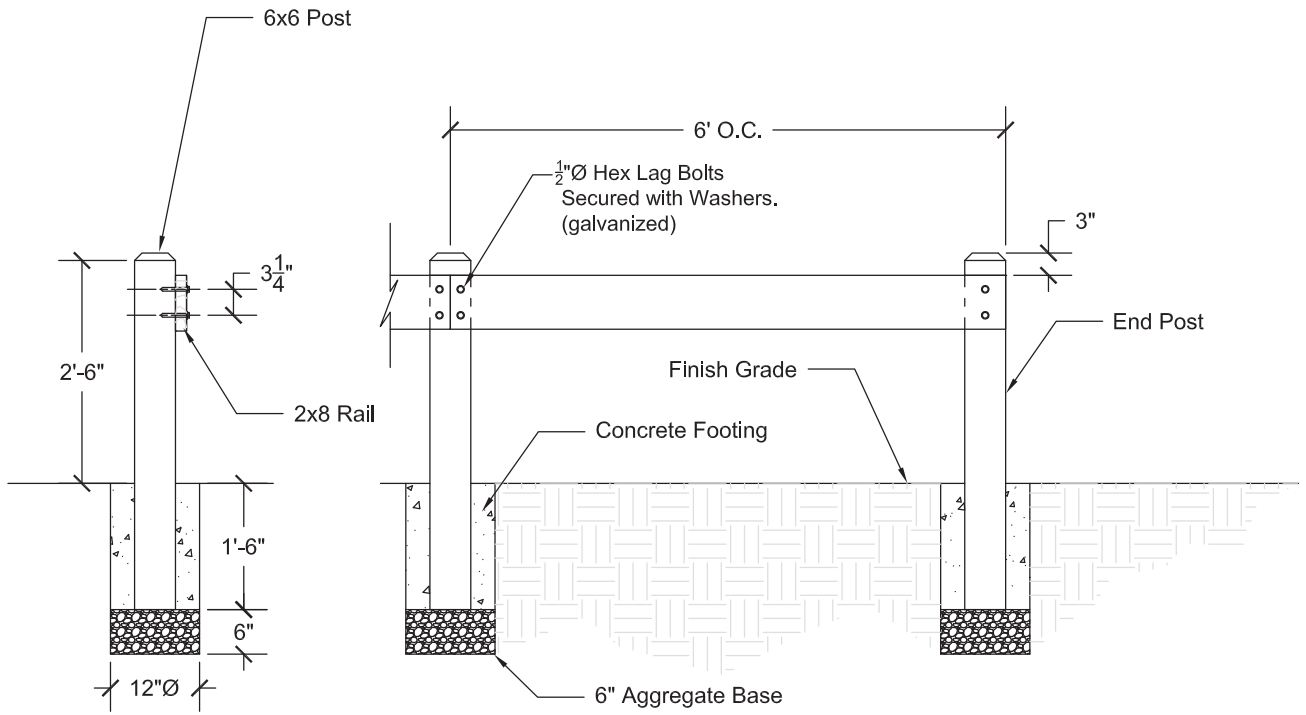
Typical chain link fencing around the ballfields at Salem Woods Park (top) and Lynnhaven Park (bottom).



Typical wood guardrail at Lake Lawson/Lake Smith Natural Area playground

WOOD GUARDRAIL

USE	Wooden guardrails shall be used wherever there is a need to protect a site and pedestrians from vehicular traffic
POSTS	All posts will be 8" x 8" nominal by 4' long pressure treated pine with a chamfered post top.
RAILS	All rails will be 4" x 8" by 10' long pressure treated pine. Fasteners: All fastener hardware will be hot dipped galvanized fasteners.
FINISH	All fencing members will be made from pressure treated pine in accordance with the standards of the American Wood Preservers' Association left in its natural condition.
FOOTINGS	All footings for post installation will be a minimum depth of 24-inches below finish grade surface.
SAFETY	If guardrail is located within 6-feet of road edge, a 2-inch diameter hole shall be drilled through each post 6-inches above grade.



LIGHT WOOD GUARDRAIL

- USE** Wooden guardrails shall be used wherever there is a need to protect a site and pedestrians from light vehicular traffic

- POSTS** All posts will be 6" x 6" nominal by 4' long pressure treated pine with a chamfered post top.

- RAILS** Rails will be 2" x 8" by 6' long pressure treated pine. Fasteners: All fastener hardware will be hot dipped galvanized fasteners.

- FINISH** All wood materials will be made from pressure treated pine in accordance with the standards of the American Wood Preservers' Association left in its natural condition.

- FOOTINGS** All footings for post installation will be a minimum depth of 24-inches below finish grade surface.

- SAFETY** This light guard rail shall not be used along road edges. This guard rail should only be used within the interior areas of a park.



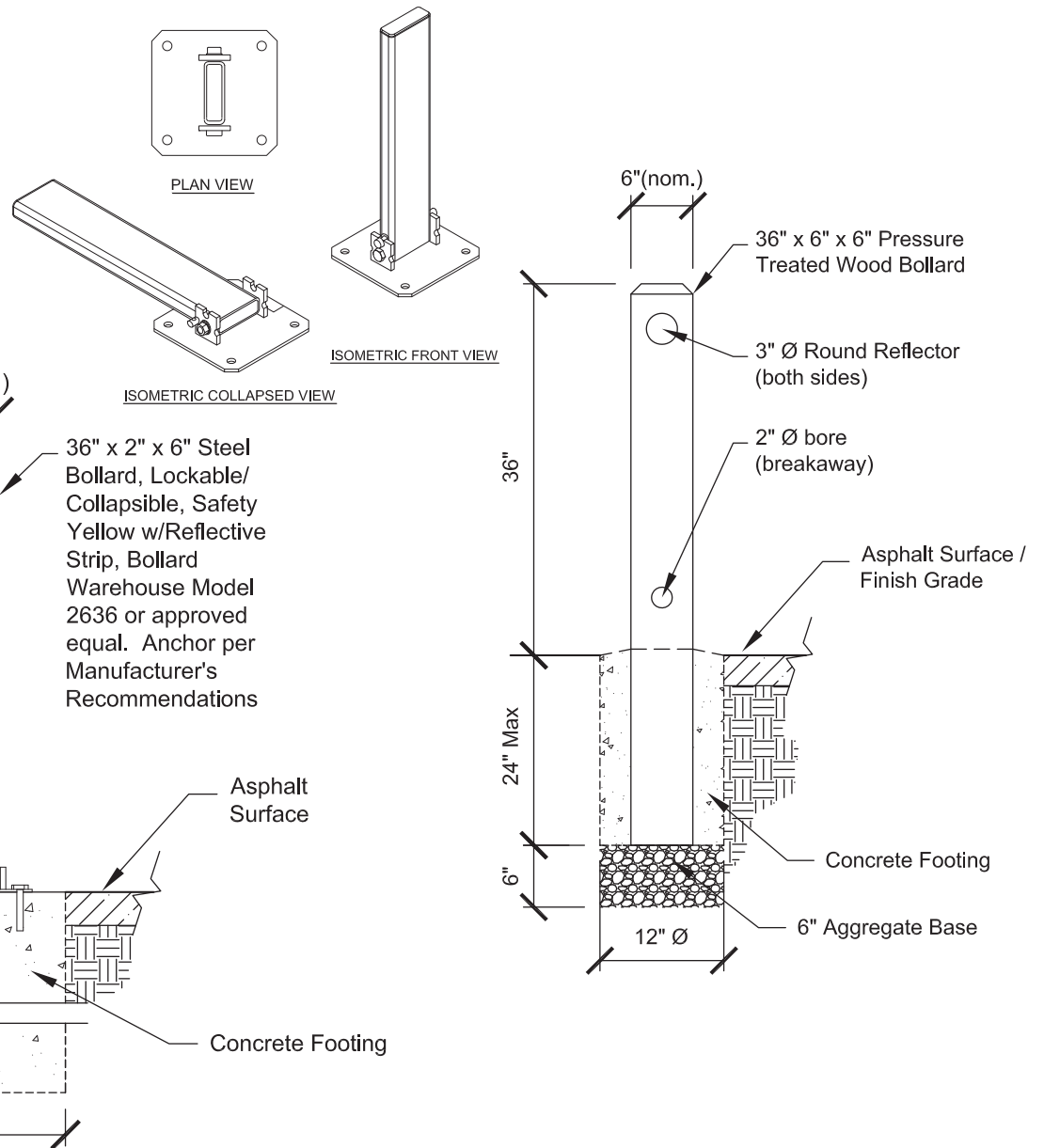
Light wood guardrail at Little Island Park

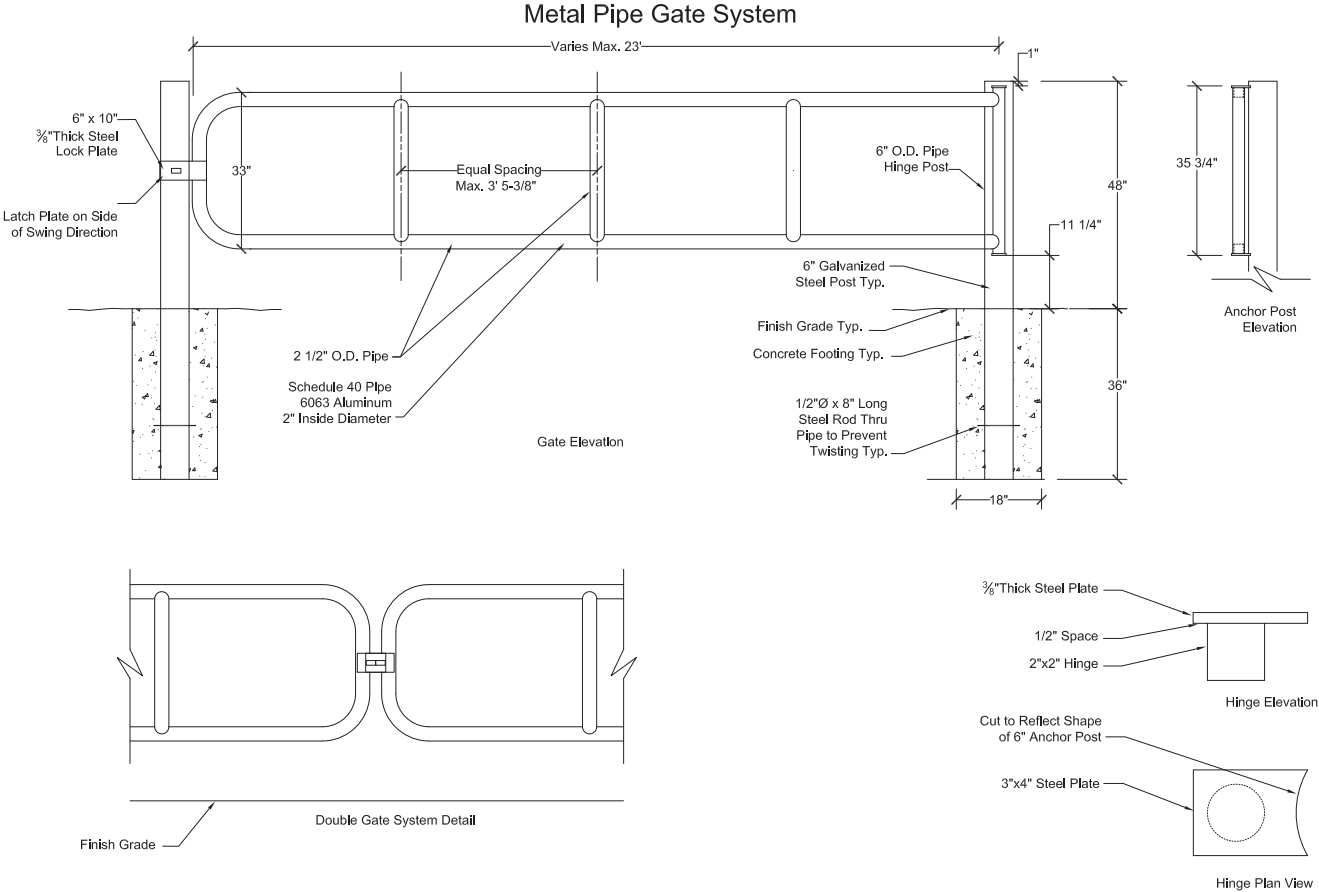


Typical metal-collapsible bollard (top) and wooden bollard (bottom)

BOLLARD

- USE** Metal collapsible bollards are used where occasional and/or emergency vehicular access is desired. Wooden bollards are stationary and non-removable.
- MATERIAL** Wooden or powder-coated steel
- POSTS** All posts shall be similar to the drawing above, no round posts are acceptable.
- FASTENERS** All fastener hardware will be hot dipped galvanized fasteners. All bollards shall be fastened to concrete.
- FINISH** Metal bollards shall be powder coated; wooden bollards shall be pressure-treated.





ENTRANCE GATES



Typical metal entrance gate at West Neck Creek Natural Area

- USE** For use where access is to be restricted. If gate opening is larger than 23' a twin gate system is required
- MATERIAL** All gate pipe shall be schedule 40 6063 Aluminum
- POSTS** 6" gate stop post, 6" anchor post, hinges, locking plate shall be made of galvanized steel. Hinge post and anchor post shall be capped with steel plate welded to pipe and reflect shape of post
- FASTENERS** All fasteners hardware shall be hot dipped galvanized and all welds shall be continuous and ground down to be free of all protrusions
- FINISH** Hinges, locking plates and welds to receive one coat of primer (galvanized color)

SECTION THIRTEEN Signage



SIGNAGE

General Standards

DESCRIPTION

Signs are an important element in a park system. They identify, inform, regulate, protect, and educate. The goal for these standards is to establish consistency throughout the Virginia Beach park system, reduce the overall number of signs placed at park sites, and develop easily recognizable sign panels that efficiently relay the necessary information. For the purposes of this document, signs have been broken out into two main categories: informational signage and regulatory signage.

- Informational signs include three sub-categories: entry or identification signage, way finding signage, and educational signage.
- Regulatory signs include two sub-categories: standard MUTCD Manual of Uniform Traffic Control Devices signs, and site specific warnings and regulation signage.

SITE SIGNAGE PLAN

As new park sites are being developed, a site signage plan shall be an integral part of the site's development. The plan shall identify the location and design of all site signage. Additionally, for developed sites that are becoming overrun with the addition of numerous signs over the years Planning, Design & Development shall evaluate all new signage and develop site signage plans.

MULTIPLE SIGNS

The placement of multiple signs on fences, trees, light poles, etc. is prohibited.

LANDSCAPING

All entry or identification signage shall be planted at the base. A minimum of a 75 square foot planting bed shall be utilized; all plans shall be reviewed by Landscape Architect.

GRAPHIC COMPONENTS

Several graphic components make up the building blocks for the Virginia Beach sign program. These components are used in specific ways to simply and effectively communicate consistently throughout the park system. They are listed here and then further discussed below and on the following pages.

TYPOGRAPHY

FONT TYPE

Times New Roman - Type face utilized on all signs for the park name
Sans Serif - Type face utilized on all signs for other supportive text located on the sign

FONT STYLE

The utilization of both upper and lower case letters increases the legibility of text and is standard for all signs.

FONT HEIGHTS

Heights of the dominating text shall be either 5", or 6". In general, most neighborhood park signs will utilize 5" tall letters and larger community and signature parks shall utilize 6"-10" tall letters depending on the surrounding environment and sign placement. The size of all other graphic components will be based off of the font size of the dominating text.

CITY SEAL

MATERIAL

Seals can be manufactured in a variety of materials and methods.

COLOR

The full color version shall be utilized for all signs. On dark backgrounds the seal shall be outlined with a thin black line.



ENTRY SIGNAGE

Entry signage at Providence Park and marquee signage at Red Wing Park

DESCRIPTION	Heights of the dominating text shall be 5" or 6". In general, most neighborhood park signs will utilize 5" tall letters and larger community and signature parks shall utilize 6" tall letters. The ultimate determination of letter height shall be based on the surrounding environment, the signs' placement and the viewing distance. The size of all other graphic components will be proportionally related to the length of the name and spacing from the edge. For long park names, the use of two lines is recommended. The following depicts the graphic layout for entry signs.
SIGN PANEL MATERIAL	All sign panels are to be HDPE recycled plastic. (Green/White/Green)
SIGN PANEL COLORS	Green (Pantone # 342 C) Background shall have white letters and graphics; double sided, flush-mounted Virginia Beach City seal.
SIGN BASE /SUPPORT STRUCTURE	Signs shall be either post mounted at the ends with chamfered tops or attached to a base monument structure.
POST MOUNTED SIGNS	6" x 6" recycled plastic post. Recycled plastic posts shall be gray in color with 1" chamfered top.
MONUMENT BASE SIGNS	Monument style bases shall reflect the character of the site. (i.e. Split Face Block and Brick)
LANDSCAPING	All entry or identification signage shall be planted as the base. A minimum of a 75 square foot planting bed shall be utilized; all plans shall be reviewed by Landscape Architect.
SITE ADDRESS	The site's numerical address shall be located on the entry sign.
MARQUEE SIGNS	Marquee signs shall be used at designated special use and large parks where advertising is needed regularly. Support structure shall be made of brick or split face block.



Typical interpretive educational signage at Lake Lawson/Lake Smith Natural Area and at Princess Anne Commons Gateway Park

EDUCATIONAL SIGNAGE

FORMAT	Header shall occupy approximately 1/8 of the panel height. The dimensions of the sign are typically 2'x3'.
SIGN PANEL	Exterior grade high-pressure laminate fused with anti-UV layers and graffiti resistant technologies
HEADER COLOR	Green (Pantone 342C) background with white letters and Virginia Beach City seal
SIGN BASE/SUPPORT STRUCTURE MATERIAL	Support structure shall be constructed out of high strength aluminum extrusion powder coated black.
SIGN BASE/SUPPORT STRUCTURE COLOR	Flat black
SIGN BASE/SUPPORT STRUCTURE SIZE	3"x3" 1/8" square steel posts. Posts are to be 30" tall plus a 24" extension on a 45° angle
SIGN PLACEMENT	Signs shall be located on either a paved or decked surface adjacent to a walkway or public space surface mounted with ADA connectivity.



Wayfinding signage at Princess Anne Athletic Complex

WAY FINDING SIGNAGE

DESCRIPTION	Heights of the dominating text shall be either 2"-5", although the size will also depend on the site and the viewing distance. The size of all other graphic components will be proportionally related to the height of the text.
SIGN PANEL	Aluminum is the standard panel material
COLORS	Green (Pantone 342C) or Blue (Pantone 7706C) background with white letters and graphics.
SIGN SUPPORT STRUCTURE	All way finding signs 12" wide or less shall be post mounted on a 2"x2" metal post and a 6"x6" recycled plastic post for over 12" wide signs
SIGN SUPPORT MATERIAL	6" x 6" recycled plastic post for park related regulation signs and 2" x 2" metal posts for traffic and other regulatory signs. Recycled plastic posts shall be gray in color and have 1" chamfered top. Signs can also be mounted to structures.
SIGN PLACEMENT	Along roadways, the height to the bottom of the sign shall be a minimum of 5-feet. Along walkway and trails, height to the bottom shall be between 4-feet and 5-feet.



Regulatory signage at Princess Anne Commons Gateway Park (left) and at Lake Lawson/Lake Smith Natural Area (right)

REGULATORY & WARNING SIGNS

GRAPHIC STANDARD SYMBOLS	Nationally recognized graphic symbols shall be used whenever possible to relay information. Recreational symbols can be found in the Manual of Uniform Traffic Control Devices (MUTCD), "Recreational and Cultural Interest Signs." Where an activity is prohibited, the standard red circle with slash shall be utilized.
DIRECTIONAL ARROWS	Standard MUTCD directional arrows shall be utilized.
GRAPHIC COMPONENTS	
DESCRIPTION	All signs shall conform to MUTCD; The Manual of Uniform Traffic Control Devices or MUTCD defines the standards used by road managers nationwide to install and maintain traffic control devices on all streets and highways. The MUTCD is published by the Federal Highway Administration (FHWA).
SIGN PANEL	Aluminum
SUPPORT POSTS MATERIAL	Posts shall be 2" x 2" break-a-way metal posts.

OTHER REGULATORY - INDIVIDUAL

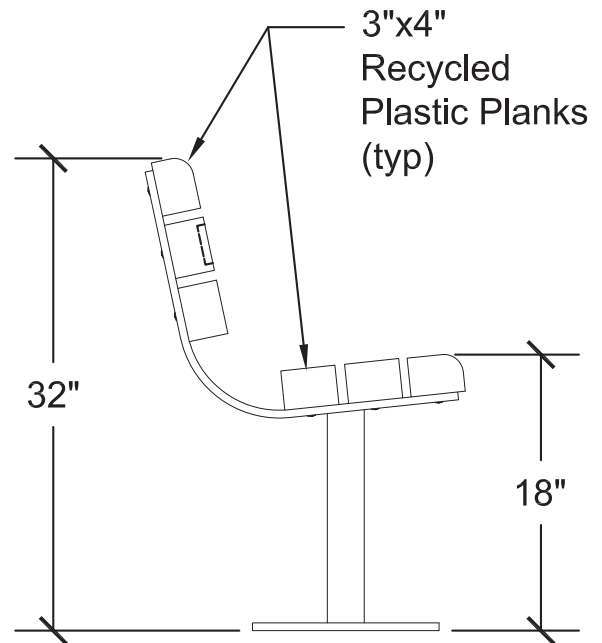
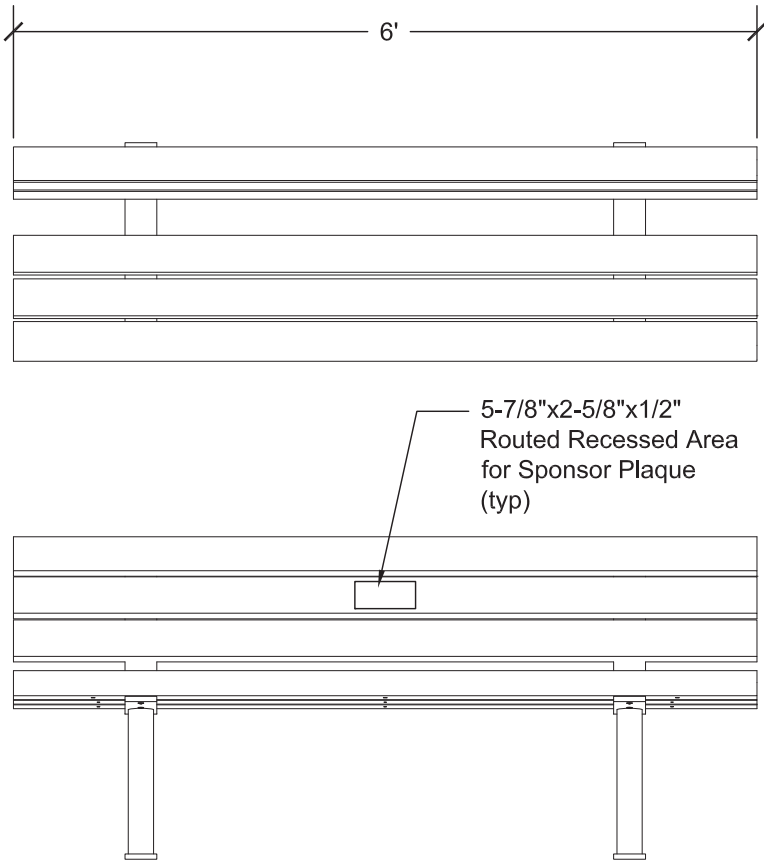
TEXT HEIGHT	Heights of the text shall be 1"-2", although, the size may vary slightly depending on the site and the viewing distance. The size of all other graphic components will be proportionally related to the height of the text.
TEXT STYLE	San Serif
SIGN PANEL	Aluminum
HEADER COLOR	Green (Pantone 342 C) background with white letters and City seal
SIGN PANEL COLOR	White with black letters
SIGN SUPPORT MATERIAL	For signs over 12" use: 6"x6" recycled plastic post. Recycled plastic posts shall be gray in color and have 1" chamfered top. For signs under 12" use: 2"x2" metal post
LOCATION	Signs shall be located at the entrance to the facility on either a paved or decked surface adjacent to a walkway or public space.

OTHER REGULATORY - COMBINED

TEXT HEIGHT	Heights of the text shall be 1"-2", although, the size may vary slightly depending on the site and the viewing distance. The size of all other graphic components will be proportionally related to the height of the text.
TEXT STYLE	San Serif
SIGN PANEL	Aluminum
HEADER COLOR	Green (Pantone 342 C) or red (Pantone 187 C) background with white letters and graphics
SIGN PANEL COLOR	White with black letters
SIGN SUPPORT STRUCTURE	Individual regulatory signs shall be post mounted.
SIGN SUPPORT MATERIAL	For signs over 12" use: 6"x6" recycled plastic post. Recycled plastic posts shall be gray in color and have 1" chamfered top. For signs under 12" use: 2"x2" metal post
LOCATION	Signs shall be located at the entrance to the facility on either a paved or decked surface adjacent to a walkway or public space.

SECTION FOURTEEN Site Furnishings





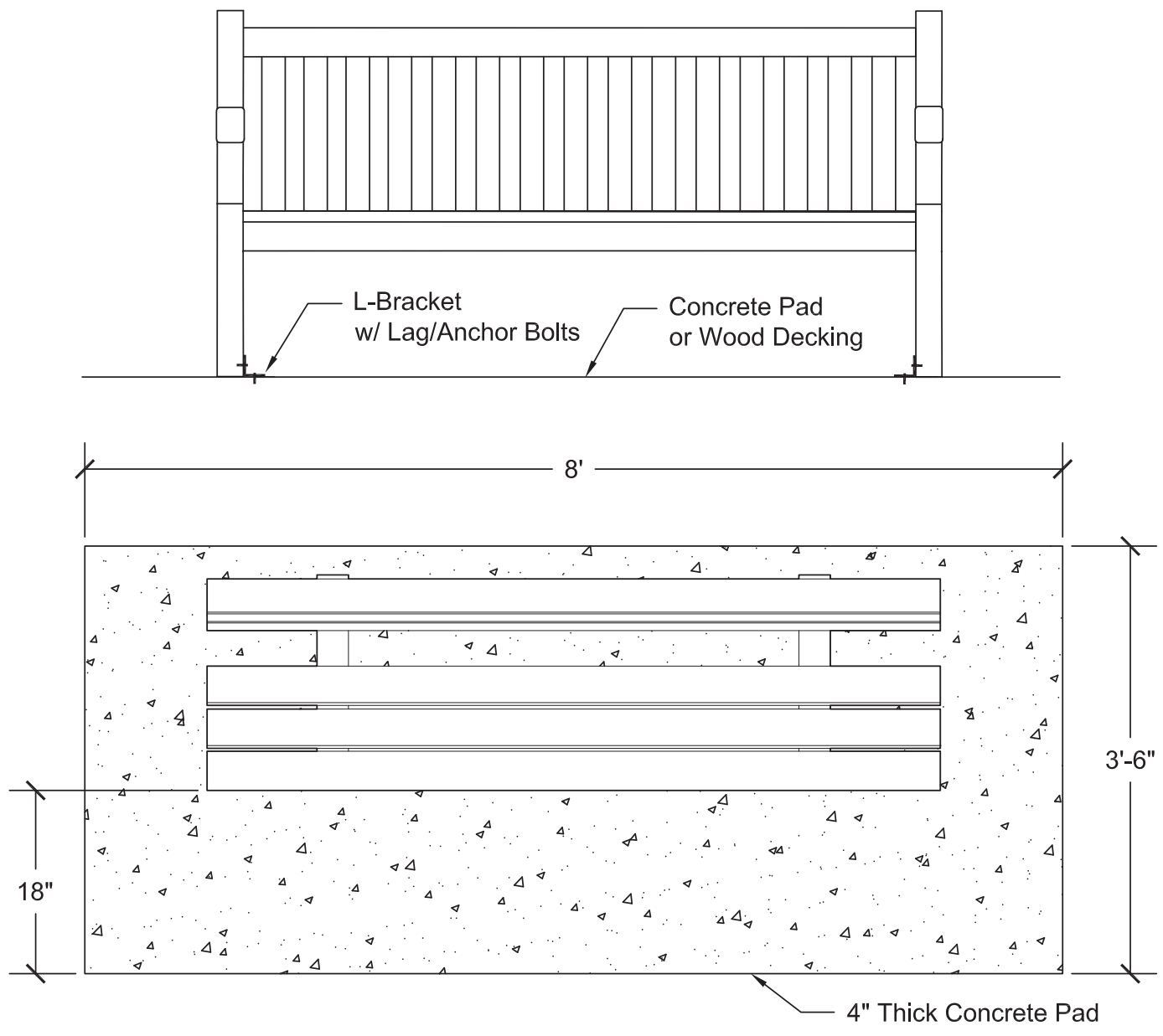
Recycled plastic benches at Munden Point Park

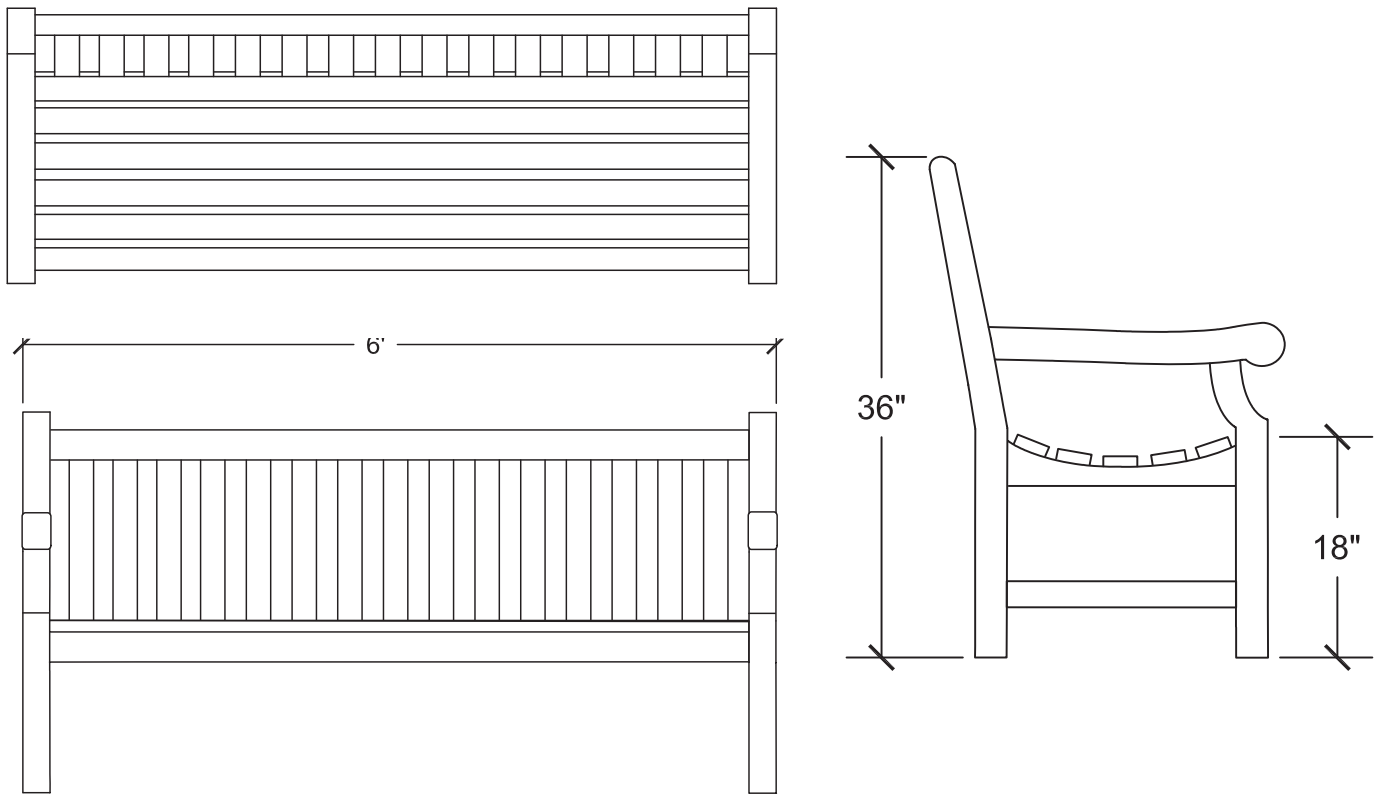
BENCH

6' LONG RECYCLED PLASTIC BENCH

STANDARD COLOR	Dark Green or Similar
LOCATION	All benches (outside of play-systems) shall be located on a min. 3'-6" x 8' concrete pad directly connected to an adjacent pedestrian walkway.
FRAMES	Frames shall be made of 3" O.D. support pipe. All MIG welded frame. Bracing shall be made of 3" x 1/2" flat steel bar. All framing shall be powder coated (black).
PLANKS	All seats and backs shall be 3" x 4" recycled plastic planks. (Dark green)
MOUNTING	All benches outside of the borders of a play-system will be surface mounted. All benches within the play-system borders shall be in-ground mounted.
FASTENERS	All hardware will be zinc plated.
DEDICATIONS	Plaques may be attached to the back portion of the bench in a recessed routed area. A City of Virginia Beach program called "Bench Buddies" through the Virginia Beach Parks & Recreation Foundation, will coordinate the purchasing and installation of these dedication plaques.

BENCH INSTALLATION





Teak bench at Beach Garden Park

6' LONG TEAK BENCH

LOCATION	All benches shall be located on a min. 3'6" x 8' concrete pad directly connected to an adjacent pedestrian walkway. This type of bench is also preferred near the ocean and mounted on wooden decks and piers.
MATERIALS	100% kiln dried solid teak wood.
FINISH	Teak benches should be allowed to weather naturally.
FASTENERS	All hardware will be hot dipped galvanized.
TYPE	The all teak wood bench shall be used, as approved, for special or unique situations.
LENGTH	6 feet
WOOD MATERIAL	100% kiln dried solid teak wood
JOINERY	Teak benches shall be manufactured with tightly fitting mortise and tenon joinery.
FINISH	Teak garden furniture shall be extremely smooth to the touch with no rough edges. Teak benches shall be allowed to weather naturally.

BIKE RACK

DESCRIPTION	All bike racks shall be made of aluminum. Various lengths are available to accommodate the needs of different sites.
FRAME	1-5/8" steel pipe frame with 1" galvanized tubing. Bike racks are available in a variety of sizes ranging from 5' to 10'.
LOCATION	Locate bike racks in the vicinity of the activity areas of the park facility. It is essential the racks be visible from areas such as entries, offices, recreation rooms, ball fields, and play areas so that security will be maximized at all times. If lighting is available, locate racks nearby.
INSTALLATION	All bike racks shall be placed on and secured to a 12' x 12' (maximum) pad that is installed flush with surrounding grades on all sides. Extend pad in all directions around the racks so that mowing can be accomplished around racks and bicycles. Generally, 4" cast in place concrete slabs shall be installed except where asphalt, crushed rock or other paving method is approved through the design review process.



Bike rack at Princess Anne Commons Gateway Park

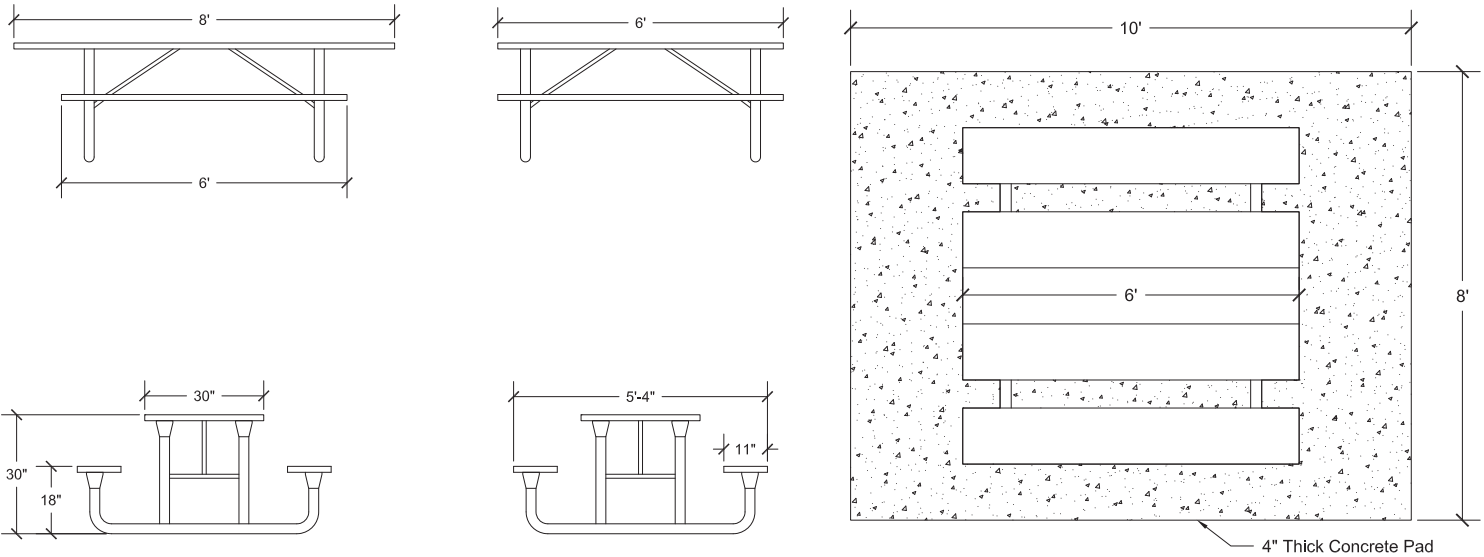
GRILL

DESCRIPTION	All park grills are manufactured in-house by park maintenance staff. Three grill size options are available depending on the intended location. A utility shelf is standard for both the medium and large size grills.
LOCATION	Grills shall be conveniently located to picnic tables/shelters but away from overhangs, low branches, eaves, or other overhead obstructions. A minimum clear space of 5-feet shall extend in all directions. Place grills at a safe distance from foot traffic and play areas.
INSTALLATION	All grill posts shall be surface mounted. Ground space dimensions of the pad shall at a minimum allow for a 3-foot standing area in front of the grill. Generally, 4-inch cast in place concrete slabs shall be installed except where asphalt, crushed rock, decking, or other paving method is approved. A minimum clearance of 27-inches shall be maintained between the finished grade and the bottom of the firebox.
SIZE	Small - 280 square inch cooking surface Medium - 532 square inch cooking surface Large - 900 square inch cooking surface
FIREBOX	1/4" side steel plate with integral slots to allow grate to be adjusted to different heights; 12" high firebox walls
GRATE	1/2" round steel bars welded on 1" centers
HANDLES	5/8" round steel bars welded through the sides of the firebox to prevent grate removal; coiled wire hand grips
PEDESTAL	The medium and large grills are stationary. The mini grill rotates 360 degrees.
FINISH	Non-toxic heat-resistant flat black enamel



Park grill at Woodstock Park

PICNIC TABLES & INSTALLATION



Picnic tables at Lake Lawson/Lake Smith Natural Area

PICNIC TABLE

DESCRIPTION	Picnic tables are either regular 6' long or 8' long ADA compliant. Tables are portable and surface mounted to concrete pads.
MATERIALS	Aluminum table tops and seat boards with either aluminum or galvanized frames
FINISH	Anodized aluminum
FASTENERS	All mounting hardware to be corrosion resistant stainless steel
INSTALLATION	All tables shall be placed on and secured to a pad with ground space dimensions not less than 10' long and 9' wide, 12.5' long by 9' wide for 8' accessible tables. Generally, 4" cast in place concrete slabs shall be installed except where asphalt, crushed rock, decking, or other paving method is approved. ADA picnic tables shall be located/placed to meet all ADA standards for accessibility.
FASTENERS	All hardware will be corrosion resistant stainless steel fasteners or hardware.

TRASH RECEPTACLE

RECEPTACLE STYLE (1)

SITE	Neighborhood Park
TYPE	Recycled metal drum
USE	Trash can standard for most circumstances in neighborhoods
SIZE	55-Gallon
FINISH	Green
OPTIONS	Receptacle enclosure (dark green or gray)
INSTALLATION	<p>All trash receptacles shall be placed on a pad with ground space dimension not less than 3' long and 3' wide and secured with a galvanized chain system.</p> <p>Generally, 4" cast in place concrete slabs shall be installed except where asphalt, decking, or other paving method is approved through the design review process.</p>



RECEPTACLE STYLE (2)

SITE	Signature, Metro, Community and Special Use Facilities
TYPE	Hooded recycled plastic "square" side door access and lockable
USE	Exterior trash receptacle standard for Signature, Metro, Community and Special Use Facilities
SIZE	32- or 52-Gallon
FINISH	Black
OPTIONS	Single plastic liners
INSTALLATION	<p>All trash receptacles shall be placed on and secured to a concrete pad minimum 3' x 3' x 4"</p> <p>Generally, anchored on concrete, but may be anchored on asphalt, wood decking or other paving materials as approved through the design review process.</p>



Typical recycled metal drum trash receptacle at a neighborhood park (above); hooded recycled plastic trash receptacle at Princess Anne Commons Gateway Park (immediately above)



Exterior trash receptacle at Bow Creek Recreation Center

RECEPTACLE STYLE (3)

SITE	Special Use Community Recreation Centers
TYPE	Powder-coated steel “round” with rain bonnet. Side door access and lockable with plastic liner
USE	Exterior trash receptacle standard for Special Use Community Recreation Centers and Special Use Facilities
SIZE	36-Gallon
FINISH	Bronze
OPTIONS	Single or split plastic liners
INSTALLATION	All trash receptacles shall be placed on and secured to a concrete pad minimum 3’ x 3’ x 4” Generally, anchored on concrete, but may be anchored on asphalt, wood decking or other paving materials as approved through the design review process.

PET WASTE DISPENSER



Pet waste dispenser at Princess Anne Commons Gateway Park

USE	Dog waste bag dispensers are to be utilized for encouraging pet owner’s to clean up after their pets.
MATERIALS	Dog waste bag dispensers are made of powder-coated galvanized steel
OPTIONS	The dispenser may be stocked with two boxes (400 total) of biodegradable bags, or where deemed appropriate a neighborhood may supply bags as directed by operational and maintenance staff members.
INSTALLATION	Dispensers shall be attached using stainless steel fasteners to 2” x 2” standard metal posts. Installation shall be located directly next to a trash enclosure at all times. Should be located to accommodate ADA compliance.



VIRGINIA BEACH PARKS & RECREATION
PLANNING, DESIGN & DEVELOPMENT DIVISION

2408 COURTHOUSE DRIVE, BLDG 21
VIRGINIA BEACH, VA 23456
757.385.1100 (TTY: DIAL 711)
VBGOV.COM/PARKS | FUN@VBGOV.COM



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/9/2021

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on an interlocal agreement between the City of Angleton, Texas and the Angleton Independent School District for the joint use and maintenance of property and authorize the City Manager to execute the agreement.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$7500.00

FUNDS REQUESTED: \$0

FUND: 01-550-330 & 01-550-615

EXECUTIVE SUMMARY:

On February 8, 2021, staff presented a proposal from AISD CATS Academy for Peach Street Detention improvements to the Parks & Recreation Board. Improvements will benefit the citizens of the City and students of the District, as well as visitors. Subsequently, the Parks & Recreation Board recommended staff pursue an interlocal agreement with Angleton Independent School District under the following premise:

The City would like to partner with the AISD's CATS Academy to offer an outdoor opportunity for students to build positive attitudes, skills, and habits through academic and behavioral interventions so they can achieve success in their future. Collaboratively, we will develop a butterfly garden, at the expense of the City, and create a nature trail, songbird nest boxes and wildlife feeders (squirrel and bird), at the school district's expense which is estimated to be zero cost due to on-hand materials. This partnership will give the students an opportunity to gain knowledge of civic responsibility and to fulfil any community service requirements our students may have. Additionally, this opportunity will add to AISD students' lessons on social-emotional learning and health and wellness that we have incorporated into their day.

During the school year, CATS Academy students will clear the path for the nature trail and maintain the trail after completion and build songbird nest boxes and wildlife feeders. CATS Academy will provide the necessary hand tools for clearance and maintenance. The City will develop and maintain the butterfly garden. If trails, songbird next boxes and wildlife feeders are not maintained by CATS Academy, vegetation will revert to the original natural environment and worn structures will be removed from the site.

Additional features may be decided upon by the parties in the future. Any additional features will be presented and approved by the Parties in writing before work on additional features is commenced.

On July 10, 2021, staff met with City Council regarding FY 2021-2022 budgetary items including a partnership with AISD CATS Academy for Peach Street detention improvements. Staff discussed a phased approach to the Peach Street detention improvements and funds, in the amount of \$7987, were approved for phase one. Staff has since scaled back on this project to include only phase one which consists of a blue bonnet patch and a butterfly garden.

RECOMMENDATION:

Staff recommends City Council approved the interlocal agreement between the City of Angleton, Texas and the Angleton Independent School District for the joint use and maintenance of property and authorize the City Manager to execute the agreement.

SUGGESTED MOTION:

I move we approve the interlocal agreement between the City of Angleton, Texas and the Angleton Independent School District for the joint use and maintenance of property and authorize the City Manager to execute the agreement.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND THE ANGLETON INDEPENDENT SCHOOL DISTRICT FOR THE JOINT USE AND MAINTENANCE OF PROPERTY

STATE OF TEXAS §

COUNTY OF BRAZORIA §

WHEREAS, the City of Angleton (“Angleton” or the “City”) is a Home-Rule Municipal Corporation in Brazoria County, Texas and Angleton Independent School District (“AISD or “the District”) is an independent school district organized under Chapter 11 of the Texas Education Code and defined as a local government in Texas Government Code Section 791.003, both parties enter this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the “Act”), Chapter 791 of the Texas Government Code, as amended. Angleton and AISD wish to enter into an agreement regarding the property bounded by the , within the city limits of Angleton, Texas.

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

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

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

WHEREAS, Texas Government Code §791.032 provides that with the approval of the City, the District may enter into the agreement for work performed on the City’s property, and

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

WHEREAS, the City currently owns two adjacent parcels of property located at 321 W. Peach St., Angleton, Texas (“the Property”), identified in the Property records of Brazoria County as ANGLETON (ANGLETON) BLK 55 ACRES 0.53 (Brazoria CAD property ID 181870) and A0180 H H CORNWALL TRACT 2A1 ACRES 8.14 (ANGLETON) (Brazoria CAD property ID 513007); and

WHEREAS, the City is currently using the properties for detention of water and as a greenspace; and

WHEREAS, the City and the District both desire to develop amenities and facilities on the Property, for use by and benefit to the citizens of the City and students of the District, as well as visitors, an essential governmental function and service; and

WHEREAS, the District operates a Facility and program known as, CATS Academy, which is located near the properties and which development would aid the District and the District’s students, both those who attend the CATS Academy and those who attend other AISD facilities or programs,

AGREEMENT

NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF ANGLETON (City), AND ANGLETON INDEPENDENT SCHOOL DISTRICT (AISD), sometimes collectively referred to as the "parties," each acting through their respective governing bodies, hereby enter into this Interlocal Agreement.

1. RECITALS

All the recitals and preambles contained in the above paragraphs are found to be true and correct and are incorporated herein and made a part of this Agreement.

2. PUBLIC PURPOSE

The purpose of this Agreement is to have a amenities and facilities developed on the properties, which will inure to the benefit of both the City, its citizens and visitors, and the District, the students and visitors of the District.

3. GENERAL PROVISIONS, RIGHTS, AND DUTIES

The District and the City will provide funding and hire one or more contractors to develop outdoor amenities and facilities on the properties. To this end, the City permits and licenses the District to enter onto and construct and maintain outdoor amenities and facilities on the Property, either through volunteers or one or more contractors. In exchange for the license and use of the property, the District agrees that it will construct and maintain certain amenities and facilities on the property at the District's sole expense. The District's planned outdoor amenities and facilities shall include recreational hiking and walking trails and bird houses, together with appropriate signage for these amenities. The City's planned amenities shall include an outdoor butterfly garden, areas dedicated to the cultivation and display of wildflowers, together with appropriate signage for these amenities. Additional features may be decided upon by the parties in the future. Any additional features will be presented and approved by the Parties in writing before work on additional features is commenced. The District or the City may use contractors for the development of the property, in accordance with all legal requirements for doing so. In the alternative, the District or the City may use volunteers or a combination of volunteers and contractors in developing the amenities and facilities. Upon completion, the District agrees that it is responsible for the maintenance and upkeep of the amenities and facilities developed on the Property. Other than the obligations set forth above, there are no payment or financial obligations intended or promised between the parties as a component of this Agreement.

It is not the intention of the Parties hereto to create a partnership or association. The duties and liabilities of the City and the District are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall ever be construed to create a partnership or duty, obligation, or liability with respect to any one or more of

the Parties hereto. The City has exclusive control over the properties and shall have dominant control over the projects contemplated by this Agreement.

4. TERM

The term of this Agreement will be for one (1) year commencing upon the effective date, which is the date the agreement is executed by both parties. The term of this Agreement may be extended only upon the mutually signed agreement of both Parties upon such terms and conditions as agreed to at that time.

5. DEFAULT

If at any time during the term of this Agreement, either party shall fail to fulfill their obligations in accordance with the provisions of this Agreement in an efficient, timely and careful manner and in strict accordance with provisions of this Agreement, then the other party shall have the right, if the defaulting party shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement and pursue any and all remedies available under the law. Any such act by the other party shall not be deemed a waiver of any other right or remedy of the other party.

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

6. AGREEMENT INTERPRETATION AND VENUE

The Parties covenant and agree that any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Brazoria County, Texas.

Should there be any dispute between the parties, prior to the initiation of any litigation the parties will attempt in good faith to resolve any such dispute by resort to alternative dispute resolution, as authorized by Texas Government Code Ch 2009.

7. CAPTION

The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

8. LIABILITY

In providing services pursuant to this Agreement, each Party shall be legally responsible for the conduct of their respective employees, regardless of whether such employees are performing duties at the request of or under the authority, direction, suggestion, or order of the responding Party. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury, or death because of the performance of this Agreement. During the term of this Agreement, the District agrees to carry General Liability in the amount of \$1,000,000, Auto Insurance for All Autos with coverage of the Texas state limits or higher, and workers' compensation coverage as statutorily required. The City shall be named as an additional insured where allowed with a Waiver of Subrogation. To the extent that any contractors are hired by the District, the City reserves the right to amend these insurance requirements, and any and all insurance required to be carried by the contractors will also name the City as an additional insured and Waive Subrogation

9. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

10. SEVERABILITY

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

11. MISCELLANEOUS PROVISIONS

- a) **Venue:** Venue for any lawsuit involving this agreement shall be in Brazoria County, Texas.
- b) **Choice of Law:** This Contract is governed by the laws of the State of Texas.
- c) **Entire Contract:** This agreement constitutes the entire agreement between City and AISD, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect, and parole evidence of any such agreement shall have no force and effect on the provisions of this Agreement.

- d) **Partial Invalidity:** If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- e) **Survival:** Any provisions which by their terms survive the termination of this agreement shall bind its legal representatives, heirs, and assigns as set forth herein.
- f) **Assignment:** The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other Party.
- g) **Notices:** Each notice to City shall be sent to the designated City Representative and each notice to AISD shall be sent to the designated AISD Representative or their designees as outlined in this Agreement. Each formal notice required by the terms of this Agreement shall be in writing and sent by facsimile, telex, courier or by registered or certified mail. Unless changed by giving notice as provided in this subsection, the designated representatives of the parties shall be:

CITY OF ANGLETON

Chris Whittaker
City Manager
121 S Velasco
Angleton, TX 77515

Stewart Crouch
Parks Superintendent
901 S Velasco
Angleton, Texas 77515
Telephone: (979) 849-4364
Email: scrouch@angleton.tx.us

ANGLETON INDEPENDENT SCHOOL DISTRICT

Phil Edwards
AISD Superintendent
1900 N Downing
Angleton, Texas 77515
Telephone: (979) 799-7904
Email: phil.edwardsa@angletonisd.net

Dale Hrabovsky
High School Science
Garden Facilitator
CATS and PACE Academy
300 S. Walker Street
Angleton, Texas 77515
Phone 979-864-8003

- h) **Benefits:** This agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- i) **Amendments:** This agreement can be supplemented and/or amended only by a dated written document executed by both parties.
- j) **Gender:** Words of any gender used in this agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- k) **Multiple Copies:** This agreement may be executed in multiple counterparts each of which constitutes an original.
- l) **Article and Section Headings:** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.
- m) **Misspelled Words:** Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

EXECUTED THIS THE 9TH DAY OF NOVEMBER, 2021.

CITY OF ANGLETON

Chris Whittaker
City Manager
121 S Velasco
Angleton, TX 77515

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

ANGLETON INDEPENDENT SCHOOL DISTRICT

Regina Bieri
AISD Board of Trustees President
1900 N Downing
Angleton, Texas 77515

ATTEST:



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/09/2021

PREPARED BY: CHRIS HILL

AGENDA CONTENT: Discussion and possible action to approve Proposal for Banking Services with First State Bank.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Finance Staff requested RFP for Banking Services for local depository services for daily operations and pool account. The RFPs were due on October 19 at 2pm. The City received proposals from 3 banks (Texas Gulf Bank, Wells Fargo Bank, First State Bank) The City requested proposals but did not receive a proposal from Chase Bank, Prosperity Bank or BBVA-Compass Bank.

Staff analyzed the proposals received and has recapped the banking service costs for City Council. First State Bank has proposed not to charge the City any fees while Texas Gulf Bank fees would be approximately \$720.74 per month and Wells Fargo fees would be approximately \$1,312.25 per month.

Also, First State Bank currently has a contract with the City for daily operations and pool account. Thus, due to the proposed costs and continuity of services, Finance Staff recommends the City award the proposal and sign a new contract with First State Bank for Banking Services. Staff will request recommended contract from city attorney for approval at a later city council meeting.

RECOMMENDATION:

Staff recommends Council approve the Proposal for Banking Services with First State Bank.



The First State Bank
"Friendliest Bank Anywhere"
www.fsblouise.com

October 19, 2021

Mr. Chris Hill, Director of Finance
City of Angleton
121 S. Velasco
Angleton, TX 77515

RE: Request for Proposal for Banking Services

Dear Mr. Hill:

The First State Bank is pleased to provide the attached response to City of Angleton's "Request for Proposal for Banking Services". As your incumbent bank, we believe that we are uniquely suited to continue to meet the City's needs and look forward to contuing mutually beneficial, long term relationship.

Not only are we located only 2.3 miles from the City's offices, we are one of the few financial institutions that can provide a completely locally owned and independent experience. Our 65-year commitment to the Gulf Coast region of Texas, has allowed us to develop a keen understanding of our neighbors and communities. With this in mind, our employees will be hands-on and dedicated to making sure all of the City's needs are met.

We have put together a very competitive offer that will benefit the City of Angleton. Some of the highlights are:

- NO FEES charged for any banking services provided to the City
Online Banking that includes ACH, Wire Transfers, Daily Balance & Transaction Information
Electronic Statements
Remote Deposit Capture
Positive Pay for Fraud Protection
Collateral backing, Cash Management Advice, CPA Confirmations and Financial Reporting at no charge
Free Night Drop bags, Deposit Tickets, Endorsement Stamps, Coin Wrappers and Currency Straps

The First State Bank, the Friendliest Bank Anywhere, continues to monitor the growth and changes in banking and the local economy. Through this evolution, we continue to grow, improve and expand our product offering and strive to protect our clients and their funds.

We appreciate your consideration and look forward to the opportunity to provide the City of Angleton with a best in class experience.

Sincerely,

John Koneschik (handwritten signature)

John Koneschik
Vice President

Kristine E. Long (handwritten signature)
Kristine E. Long
Vice President/Treasury Management Product Manager

P.O. BOX 5
LOUISE, TEXAS 77455
(979) 648-2691

505 E. BOLING HWY.
WHARTON, TEXAS 77488
(979) 532-0404

P.O. BOX 967
EL CAMPO, TEXAS 77437
(979) 543-2274

P.O. BOX 826
SWEENEY, TEXAS 77480
(979) 548-2131

P.O. BOX 457
BLESSING, TEXAS 77419
(361) 588-7777

P.O. BOX 254
GANADO, TEXAS 77962
(361) 771-3355

P.O. BOX 2433
BAY CITY, TEXAS 77404
(979) 244-3000

2904 N. VELASCO
ANGLETON, TEXAS 77515
(979) 848-1717

5101 JOHN STOCKBAUER
VICTORIA, TEXAS 77904
(361) 578-0348

Banking Services RFP October, 2021	Monthly	First State Bank		Texas Gulf		Wells Fargo		Prosperity		BBVA-Compass		Chase	
	Average	Bid	Monthly Cost	Bid	Monthly Cost	Bid	Monthly Cost	Bid	Cost	Bid	Cost	Bid	Cost
Account Maintenance	20	\$0.00	\$0.00	\$15.00	\$300.00	\$10.50	\$210.00						
Checks Paid	500	\$0.00	\$0.00	\$0.15	\$75.00	\$0.09	\$45.00	NO BID		NO BID		NO BID	
Deposits	100	\$0.00	\$0.00	\$0.25	\$25.00	\$3.50	\$350.00						
Check Deposits	2,100	\$0.00	\$0.00	\$0.10	\$210.00	\$0.09	\$189.00						
Cash Deposited	60,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.003	\$180.00						
Rolled Coin	80	\$0.00	\$0.00	\$0.25	\$20.00	\$0.50	\$40.00						
Returned Items	1	\$0.00	\$0.00	\$10.00	\$10.00	\$5.00	\$5.00						
Stop Payments	1	\$0.00	\$0.00	\$30.00	\$30.00	\$5.00	\$5.00						
Wire Transfer - Incoming	5	\$0.00	\$0.00	\$5.00	\$25.00	\$10.00	\$50.00						
Wire Transfer - Outgoing	1	\$0.00	\$0.00	\$0.00	\$0.00	\$13.00	\$13.00						
ACH Payroll Processing	2	\$0.00	\$0.00	\$0.12	\$0.24	\$35.00	\$70.00						
ACH Item Processing-Deposits	3	\$0.00	\$0.00	\$0.10	\$0.30	\$7.00	\$21.00						
ACH Items Processing-Debits	55	\$0.00	\$0.00	\$0.12	\$6.60	\$0.20	\$11.00						
Internet Account Access	20	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00	\$100.00						
EFT Payments	155	\$0.00	\$0.00	\$0.12	\$18.60	\$0.15	\$23.25						
Total			\$0.00		\$720.74		\$1,312.25						



September 27, 2021

To All Financial Institutions:

The City of Angleton is requesting proposal (RFP) for Banking Services from at least two (2) separate banking institutions. One local Bank will be selected as the depository for our pool account and daily operations. A second Banking Institution will be designated for the Emergency Funds depository which is not required to be a local bank. I would like for you to respond as soon as possible. Bids must be submitted to the Finance Director no later than 2:00 pm on Tuesday, October 19, 2021, at which time the Bid opening will be completed. We plan to select the Banking Institutions at the October 26, 2021, council meeting or soon thereafter and be in full operations with the new banking institutions no later than December 15, 2021. We are looking forward to working with the financial institutions best suited for our needs.

I have enclosed the last two years of quarterly investment reports for your information. We currently have 7 banking relationships but want to consolidate to improve earnings while safeguarding the funds with reduced risk options consistent with our Investment Policy attached.

If I can be of any further assistance, please feel free to call me at 979-849-4364, extension 2136.

Sincerely,

Chris Hill
Director of Finance

Enclosures

**CITY OF ANGLETON, TX
REQUEST FOR PROPOSAL (RFP)
FOR BANKING SERVICES**

INTRODUCTION

The City of Angleton is requesting proposals for a banking services contract with service to begin December, 2021, and extend through December, 2026. The total term of this contract may not exceed five (5) years. Through this contract the City intends to minimize banking costs, improve operational efficiency, and maximize investment capabilities. This Request for Proposal (RFP) represents the cash management goals, specifies all banks' required qualifications, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and the contract award provision.

TIME SCHEDULE

09-27-2021	Initial distribution of RFP package
10-11-2021	Deadline for submission of questions
10-15-2021	Estimated City response to questions
10-19-2021	Proposal closing date and time of 2:00 PM CST
10-26-2021*	Anticipated date for approval/award by City Council

*Date subject to change

I. TERMS AND CONDITIONS

- A. **DEFAULT:** In case of default after proposal acceptance, the City of Angleton (City) may exercise any and all rights it may have in compliance with the law.
- B. **PRICES HELD FIRM:** The City reserves the right to require that submitted proposals remain in force for a period of 150 calendar days after opening or until award is made; whichever occurs first.
- C. **NEGOTIATION:** Any attempt to negotiate or to give information on the contents of this proposal with the City or its representatives prior to award shall be grounds for disqualification.
- D. **TAX-EXEMPT:** The City is exempt from all sales tax and excise taxes. Tax exemption certificates are available upon request.
- E. **FORMS PROVIDED:** All proposals must be submitted on the forms provided to ensure uniformity and comparability of responses. If submitting entity wishes to replicate the forms within this RFP for their submission document, the entity must ensure that the form structure stays intact for uniformity and comparability.

- F. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
- G. **ANTI-DISCRIMINATION:** The successful Bank Depository, in performing the work required hereunder, shall comply with the provisions of Executive Order Number 1146 and shall not discriminate against any employee or applicant for employment because of religion, race, color, sex, age or national origin.
- H. **EXTENSION DISCREPANCIES:** Any difference between the unit price, correctly extended, and the total price shall be resolved in favor of the unit price except when the Bank Depository clearly indicates that the total price is based on consideration of being awarded the entire lot.
- I. **FAX/EMAIL:** The City will not accept a proposal response or alterations to a proposal response via a facsimile machine or email. All proposal submissions must be in paper/hardcopy and signed.

II. PROPOSAL INSTRUCTIONS AND QUALIFICATIONS

A. Questions and Addendums

Inquiries and questions concerning the contract terms and conditions contained within this RFP must be received by 5:00 PM on October 11, 2021, or emailed to chill@angleton.tx.us.

Mail to:

City of Angleton
 Attn: Finance Director
 121 S. Velasco
 Angleton, Texas 77515

To ensure that requests are received and answered in a timely manner, email correspondence is acceptable, but other forms of delivery, such as postal and courier services may also be used. Proposers shall not contact other City personnel with any questions or clarifications concerning this RFP.

Answers to questions received will be posted online at angleton.tx.us on the Finance Department page no later than October 15, 2021. It is the proposer's responsibility to ensure that they access and review any questions as answers are posted. The City is not responsible for notifying individual potential proposers of the availability of questions and answers beyond this notice. Contact with City personnel other than above regarding this Request for Proposals (RFP) may be grounds for elimination from the selection process.

The City may post Addendums to the RFP online at the City's website at Angleton.tx.us Finance Department page. It is the potential proposer's responsibility to access any addendums and ensure that stated requirements are met.

B. Proposal Procedures

1. Proposals are to be properly identified on the outside of the package and are due by 2:00 PM CST on October 19, 2021, and shall be delivered in a sealed package(s) to

City of Angleton
 Attn: Finance Director
 121 S. Velasco
 Angleton, Texas 77515

It is the responsibility of the Proposer to ensure timely delivery is made to the Finance Director.

2. Each Proposer must provide three hard copies and one electronic version (CD or USB) of its proposal. One copy is to be clearly marked as "original" on the outside cover and contain an original signature.
3. All proposals shall be submitted on standard 8.5 x 11-inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section III. It is imperative that all Proposers responding to the RFP comply exactly and completely to the instructions set forth herein. All responses to this RFP shall be word concise, straightforward and must fully address each requirement and question. Although not a substitute for complete written response, any additional material is included in the same section as additional information.
4. Information in proposals shall become public property and subject to disclosure laws. All Proposals shall become the property of the City. The City reserves the right to make use of any information or ideas in the proposals.
5. By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under the RFP and that it is capable of providing and performing quality work to achieve City objectives.
6. The City shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of their Proposal. Pre-contractual expenses are defined as expenses incurred by the proposer and include:
 - a. Preparing its proposal in response to this RFP.
 - b. Submitting that proposal to the City.
 - c. Negotiating with the City on any matter related to the Proposer's proposal; and
 - d. Any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the Agreement.
7. Each Proposer must submit its proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. Deviations, clarifications, and/or exceptions must be clearly identified and listed separately as alternative items for the City's consideration.
8. After the Closing Date and Time for Receipt of Proposals, evaluation and proposal

clarification will commence. No proposals received after the closing date and time will be considered.

9. Proposers judged most responsible and responsive to the City's requirements may be asked to give a presentation of their proposal including an on-site demonstration to the City staff. Selected Proposers should be prepared to make their presentation within five calendar days after notification and be prepared to discuss all aspects of their proposal in detail, including technical detail questions regarding the proposal. No Proposer shall be allowed to alter or amend its proposal through the use of the presentation process.
10. The City reserves the right to negotiate modifications with any Proposer as necessary to serve the best interest of the City. Any proposal may be rejected if it is conditional, incomplete or deviates from specifications in this request. The City reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties, which the City deems reasonably correctable or otherwise not warranting rejection of the Proposal. Any waiver will not excuse a proponent from full compliance.
11. Proposers shall describe their approach to the Scope of Work and indicate costs in separate attachments.
12. The City reserves the right to:
 - a. Negotiate the final agreement with any Proposer(s) as necessary to serve the best interest of the City.
 - b. Withdraw this RFP at any time without prior notice and, furthermore, makes no representations that any contract will be awarded to any Proposer responding to this RFP; or
 - c. Award its total requirement to one Proposer or to apportion those requirements among two or more Proposers as the City may deem to be in its best interest.

In addition, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

13. A Contract Agreement will be proposed for execution. It may be modified to incorporate other pertinent Articles/Terms and Conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any, conducted with the Proposer. The Proposer's exceptions to the terms and conditions of the proposed contract, or the Proposer's inability to comply with any of the provisions of the proposed contract, are to be declared in the Proposal.

III. REQUIRED FINANCIAL INSTITUTION INFORMATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Responses must provide the required information in the following order for each underscored item: Proposers shall respond by repeating the section and sub-sections number(s) and statement/question and by providing the appropriate response hereunder

A. Cover Letter

All proposals must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned Proposal submission is grounds for rejection.

B. Company Data

Each Proposer shall submit the following information:

1. State company's official name and address and the names and titles of its principal officers.
2. Provide the firm's Federal Employer ID Number.
3. State any failures or refusals to complete any contracts and a complete explanation.
4. Indicate the number of years in business under the present business name.
5. Submit audited Financial Statements and current call reports.
6. Provide a statement regarding any recent or foreseen mergers or acquisitions; and
7. Submit qualifications of the Proposer to be considered for selection:
 - a. The Proposer must be a qualified public depository, as defined by Texas General Statutes, and must perform its obligation under this proposal in compliance with all applicable Federal and State laws and regulations, as well as statutes and policies. The Proposer must be able to offer the full range of banking services required by the Proposal throughout the duration of the contract with the City.
 - b. The Proposer must be a State or a National Bank that has its main office or branch office in Texas; State Credit Union or Federal Credit Union that is domiciled in the State of Texas.
 - c. The Proposer must collateralize the City's deposits pursuant to all applicable sections of the Texas Government Code. Indicate the current level of public funds deposits and related collateral market value as well as types of securities used as collateral.

C. Transaction Retention Period

Describe the Proposer's transaction history retention practice. Specify how long transactions are available for retrieval online and offline.

IV. SCOPE OF SERVICES REQUIRED

Detailed services to be provided to the City have been segregated into the following two categories:

- a. **Required Services:** These services are mandatory and must be provided to the City by the selected institution. The only exceptions are acceptable alternative or non-material deviations. The City retains the option in the case of certain services to elect not to use them. This is based on changes in the City's capability to handle these internally. Attachment A-1 lists each of these services, and Attachment A-2 shows a history of volumes for each service. The bank should use Attachment A-1 to provide the specific price for each service.
- b. **Optional Services:** These are services that the City may wish to use depending on the cost, quality and availability of the services offered. If there is a cost for these services, it must be specified in the proposal. In addition, any other services that the institution may wish to offer to the City may be included with the submitted proposal package. This does not have to be addressed in order to be considered an acceptable proposal, but the final selection may be based on these services.

A. REQUIRED SERVICES

1. Consolidated Account Structure

If requested by the City, the bank is to provide a master consolidation account and zero balance accounts from which daily balance and detail reporting is available.

The City's current account structure contains the following accounts:

See Attachment B – Investment Report(s)

2. Treasury Management Services

The City requires a secure web-based reporting system where authorized employees will have direct access to the City's accounts. Online services should include balance and detail reporting, image inquiry, transaction inquiry, deposit history, transfer options, and other online web applications that can provide added convenience and cost savings. Proposals should include attachments showing the online system.

3. Collateralization of Deposits

The bank must agree to obtain and maintain acceptable collateral at all times sufficient to cover at least 102 percent of all anticipated time and demand deposits above the FDIC insured limit amount. Securities used to pledge against time and demand deposits must be held in an independent third-party safekeeping institution outside the bank's holding company.

The bank will execute a tri-party safekeeping agreement with the City and the Safekeeping bank for safekeeping of these securities. Collateral will be maintained at a minimum of 102 percent and marked to market at least once a month. Control will be shared jointly between the bank and the entity. Substitution will be approved by the City and not unduly withheld. Substitutions of collateral will be requested in writing and new collateral will be received before the existing collateral is released. The proposal will name the safekeeping bank for collateral.

The proposal must describe in detail the bank's policy and procedures to ensure collateralization of fund in full compliance with the requirements of the Texas Public Funds Investment Act. The proposal should also include the bank's collateral agreement for review, procedures, daily collateralization coverage reports, etc.

4. Securities Safekeeping

The City intends to manage its own investment portfolio. The depository bank may act as transfer agent for some, or all security transactions undertaken by the City and will provide safekeeping services. All transfers made shall be executed delivery versus payment, (i.e. payment shall not be made until the security is received). The Depository must have the capability of executing on behalf of the City: 1) Physical; 2) Depository Trust Company (DTC); and 3) Federal book entry security purchases and sales through the Federal Reserve. The City strongly desires that security purchase and sale instructions be transmitted to the Depository online and include the ability to review the status of security transactions online. Controls for securities clearance will be established by mutual agreement.

The purchase and sale of all securities will be in accordance with the City's Investment Policy. All physical delivery securities will be held by the Depository's Trust Department. All securities will be perfected in the name of the City. A safekeeping receipt issued to the City shall evidence all book entry securities owned by the City. Safekeeping confirmation of all City security transactions will be issued and mailed to the City within two business days of settlement. A monthly report listing all City securities held in safekeeping will be provided to the City within seven (7) business days of the end of each month.

The City will send written instructions to the securities clearance department for each transaction. Most of these instructions will be sent by facsimile, email or online to assure the timeliness of the operation. The preferred method is an online internet-based system.

The City expects the Depository bank's Trust/Custody Department to give prompt notification of any settlement problems, including securities delivered where the instructions do not match or where instructions have not been given to the Depository.

5. Wire Transfer Services

A standard wire transfer agreement will be executed with the bank. This proposal should include a copy of your standard transfer procedures and wire transfer agreement. The City requires adequate security provisions and procedures. If the wire transfer requests are available online, full information should be submitted detailing the use.

6. Sweep Account Provisions

If the City chooses, the bank will be responsible for automatically sweeping the balances in all accounts daily to an investment option (money market fund, repo, etc.). Describe the sweep options and, if a money market fund is used, provide a prospectus. The accounts will be swept to the compensating balance.

7. General ACH Services and Direct Deposits

The City receives payments from agencies and customers using ACH services. In addition, the City utilizes ACH services for its bi-weekly payroll and associated payroll tax and other deductions. Describe in detail the requirements and deadlines for ACH transactions. The proposal should indicate the deadline by when funds will be received by employees as well as other receiving banks.

8. Positive Pay Services

The City requires that its depository bank must provide positive pay services. The proposal must describe in detail the bank's policy, procedures, and deadlines for the positive pay services that will be provided to the City to protect all form of payment disbursements and withdrawals from its accounts at the proposing bank.

9. Standard Disbursing Services

Standard disbursing services for all accounts are required to include the payment of all checks upon presentation.

10. Standard Deposit Services

The bank must guarantee immediate credit on all incoming wire transfers and U.S. Treasury checks upon receipt and all other checks based on the bank's published availability schedule. The Bank should specify in their proposal their deposit requirements and commercial and retail deposit locations, including night deposit services and procedures.

11. Overdraft Provisions

The City does not intend to have an overdraft position on any of its bank accounts. In the event a check or checks are presented for payment on any City account with insufficient funds available for payment, the City will require the bank to honor the City's check and immediately notify the City's Director of Finance of the overdraft situation. The City agrees to cover all overdraft within one business day, unless the overdraft is caused due to an error by the City's bank.

12. Stop Payments

The proposal must describe policy, procedures, and deadlines for the bank's stop payment services including automated and manual types.

13. Reporting and Account Analysis

Monthly account analysis reports must be provided by the bank on a timely basis for each account and on a total account basis. A sample account analysis format must be provided as part of the proposal. Samples of monthly statements should also be provided. The monthly statements are to be received within ten business days of the next month.

14. Currency Change Services

The City frequently requires its depository bank to assist in making and providing change of large bills totaling under \$500.00 into appropriate denominations for use by its utility customer service cashiers.

15. Banking Supplies

The proposal must clearly identify and describe the types of, quantity, and frequency of banking supplies that will be made available for the City's use at no cost to the City such as deposit bags, deposit slips, etc.

16. Account Executive

An account executive must be assigned to the account to coordinate the account services and expedite the solution of any problem. A trained and competent backup for the account executive, familiar with the account, should be assigned in the proposal. Stipulate the name and a brief biography of the account executive to be assigned to the City's account.

B. OPTIONAL SERVICES

1. Lockbox Services

The City may choose to utilize lockbox services for certain revenue collections. Describe the service including the lockbox location and a full description of the service.

2. Remote Deposit Services

The City processes large deposits for utility payments received. Describe the policy, procedures, and deadlines for the bank's remote deposit services including type of equipment and software to be used.

3. Merchant Card Processing Services

The City enables citizens to pay for goods and services with credit cards. Describe any merchant card processing services that the bank may have including rates, type of equipment and software to be used.

V. BANK COMPENSATION

The City is interested in a compensating balance-based methodology. The proposal must include a detailed explanation of the methodology for calculating compensation for banking services. If fees are chosen as part of the compensation methodology, the proposal must include an itemized schedule of all fees and service charges anticipated and applicable to the City's bank account.

VI. PROPOSAL EVALUATION CRITERIA

- A. Completeness of response to all required items.
- B. Ability to meet current and projected service requirements over the term of banking agreement.
- C. Overall cost (although costs are important, pricing is not the sole factor in the evaluation of proposals).
- D. Reliability and quality of customer services.
- E. Experience and governmental knowledge of the bank team.
- F. Financial strength.
- G. Quality and efficiency of the bank's internet cash management services.
- H. Ability to provide sufficient collateral for deposits.
- I. Securities clearance and safekeeping procedures.

It is the desire of the City to enter into an agreement that will maximize the City's interest and services provided yet will be viewed as a good agreement on behalf of the bank.

The City may make such investigations as it deems necessary to determine the ability of the Bank Depository to provide satisfactory performance in accordance with specifications, and the Bank Depository shall furnish to the City all such information and data for this purpose as the City may request.

ATTACHMENT A-1 - BANKING SERVICES CHARGES

Any anticipated service charges must be shown on this form to be applicable under the agreement. Please add additional lines as required.

Activity Charges:	Unit Price	Frequency	Total
Account Maintenance		per Month	
Checks Paid			
Deposits			
Checks Deposited			
Rolled Coin			
Return Items			
Stop Payments			
Wire Transfer - Incoming			
Wire Transfer - Outgoing			
Telephone Transfers			
ACH Payroll Processing			
ACH Item Processing-Deposits			
ACH Item Processing-Debits			
Internet Account Access			
EFT Payments			

Other terms, comments and qualifications may be set forth on numbered attachments hereto.

Dated this ____ day of _____, 2021.

Name of Bank: _____

Signature: _____

Title: _____

Received this ____ day of _____, 2021, at ____m.

Finance Director, City of Angleton, TX

ATTACHMENT A-2 – AVERAGE MONTHLY STATISTICAL DATA

The City currently generates approximately the following per month:

• Checks written	500
• Deposits made	100
• Stop Payments	1
• Wire Transfers - Incoming	5
• ACH Items	20
• ACH Payroll (Every 2 weeks)	2
• Electronic Credits	140
• Electronic Debits	15
• Coin and Currency	80
• Direct Debit- Utility	50
• Direct Debit-Rec Center	5



BANK INVESTMENTS

2x HPR 20 B

ACCOUNT NAME	INSTITUTION	FY 2021			FY 2021 3rd Quarter As of June 30, 2021	Last Qtr. Change	Average Monthly Investment Rate
		FY 2020 1st Quarter As of Dec 31, 2020	FY 2021 2nd Quarter As of March 31, 2021	FY 2021 3rd Quarter As of June 30, 2021			
Pool Cash (City Funds)	WELLS FARGO	\$905,146.11	\$926,612.80	\$960,404.68	\$33,791.88	0.1600%	
Pool Cash (City Funds)	FSB - LOUISE	\$3,592,530.79	\$4,586,191.75	\$5,201,635.27	\$615,443.52	0.2500%	
Pool Cash (Emergency Funds)	FSB - LOUISE	\$2,047,479.88	\$2,048,047.13	\$2,048,239.87	\$192.74	0.0300%	
Pool Cash (City Funds)	LONE STAR	\$1,758,291.66	\$1,758,547.99	\$1,758,712.56	\$164.57	0.0094%	
General Account (City Funds)	TEX POOL	\$1,602,905.87	\$1,603,092.23	\$1,603,140.85	\$48.62	0.0030%	
JPMorgan Chase Bank	CHASE	\$207,577.87	\$253,772.18	\$218,364.02	(\$35,408.16)	0.0000%	
General Account (City Funds)	TEX STAR	\$1,695,563.14	\$1,695,721.56	\$1,695,765.42	\$43.86	0.0100%	
2013 Debt Issue	LONE STAR	\$258,748.74	\$258,812.07	\$258,864.82	\$62.75	0.0204%	
2015 Bond Issue	WELLS FARGO	\$418,997.44	\$419,162.78	\$419,330.02	\$167.24	0.1600%	
2018 Bond Series	LONE STAR	\$5,312,520.10	\$5,312,911.91	\$5,096,242.13	(\$216,669.78)	0.0030%	
2019 Bond Series	TEX STAR	\$7,494,173.24	\$5,518,351.52	\$2,714,046.77	(\$2,804,304.75)	0.0030%	
2020 Bond Series	TEX POOL	\$3,000,433.34	\$3,000,782.18	\$3,000,873.55	\$91.37	0.0030%	
Debt Issue Service Acct	FSB - LOUISE	\$9,183.09	\$9,188.75	\$11,258.09	\$2,069.34	0.2500%	
Trust Account	FSB - LOUISE	\$4,191.05	\$4,160.99	\$3,966.34	(\$194.65)	0.2500%	
Certificate of Deposit (12 months)	FSB - LOUISE	\$1,044,931.11	\$1,046,605.86	\$1,048,301.94	\$1,696.08	0.6500%	
		\$29,352,673.43	\$28,441,961.70	\$26,039,146.33	(\$2,402,815.37)		
Liquidity Plus Fund (ABLC)	LONE STAR	\$54,246.49	\$54,259.77	\$54,270.83	\$11.06	0.0204%	
Bank Account (ABLC)	FSB - LOUISE	\$966,089.74	\$1,381,398.64	\$901,260.13	(\$480,138.51)	0.2500%	
	ABLC Subtotal	\$1,020,336.23	\$1,435,658.41	\$955,530.96	(\$480,127.45)		
Police Seizure Account	FSB - LOUISE	\$6,616.07	\$6,616.07	\$6,616.07	\$0.00	0.0000%	
Drug Investigation Acct.	TEXAS GULF BANK	\$3,086.72	\$2,087.06	\$2,087.32	\$0.26	0.0500%	
	Police Special Subtotal	\$9,702.79	\$8,703.13	\$8,703.39	\$0.26		
Hotel/Motel Bank Account	TEXAS GULF BANK	\$4,096.76	\$4,097.27	\$4,097.78	\$0.51	0.0500%	
	Hotel Subtotal	\$4,096.76	\$4,097.27	\$4,097.78	\$0.51		
	Total Cash Investments	\$30,386,809.21	\$29,890,420.51	\$27,007,478.46	(\$2,882,942.05)		
						91 Day Treasury Bill 0.0150%	

Chris Hill

Chris Hill, Investment Officer

Tenecha Williams

Tenecha Williams, Investment Officer

Item 7.

(City Funds - General Fund, Water Fund, Street Fund, Debt Service Fund, Special Funds, Capital Funds)

The Investment portfolio of the City of Angleton is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government.

BANK INVESTMENTS



ACCOUNT NAME	INSTITUTION	FY 2020			FY 2020 4th Quarter As of Sept 30, 2020	Last Qtr. Change	Average Monthly Investment Rate
		1st Quarter As of Dec 31, 2019	2nd Quarter As of March 31, 2020	3rd Quarter As of June 30, 2020			
Pool Cash (City Funds)	WELLS FARGO	\$816,012.28	\$839,365.73	\$867,526.20	\$886,583.24	\$28,160.47	0.5000%
Pool Cash (City Funds)	FSB - LOUISE	\$2,859,703.73	\$2,076,676.79	\$3,341,795.89	\$2,912,754.10	\$1,265,119.10	0.2500%
Pool Cash (Emergency Funds)	FSB - LOUISE	\$2,037,242.25	\$2,039,782.88	\$2,042,326.68	\$2,044,901.66	\$2,543.80	0.6713%
Pool Cash (City Funds)	LONE STAR	\$1,747,991.85	\$1,754,616.78	\$1,757,001.08	\$1,757,837.47	\$2,384.30	2.2365%
General Account (City Funds)	TEX POOL	\$1,594,933.33	\$1,600,471.72	\$1,601,720.55	\$1,602,438.42	\$1,248.83	2.1700%
JPMorgan Chase Bank	CHASE	\$205,672.57	\$239,732.31	\$205,870.50	\$239,000.50	(\$33,861.81)	0.0000%
General Account (City Funds)	TEX STAR	\$1,687,513.62	\$1,693,211.69	\$1,694,457.02	\$1,695,168.68	\$1,245.33	0.3670%
2013 Debt Issue	LONE STAR	\$256,883.16	\$257,951.06	\$258,471.12	\$258,657.40	\$520.06	2.2365%
2015 Bond Issue	WELLS FARGO	\$418,294.92	\$418,472.25	\$418,649.65	\$418,828.50	\$177.40	0.5000%
2018 Bond Series	LONE STAR	\$7,977,974.39	\$8,006,084.68	\$5,891,775.26	\$5,311,513.95	(\$2,114,308.42)	2.2365%
2019 Bond Series	TEX STAR	\$9,683,482.88	\$9,716,180.24	\$9,723,326.27	\$7,492,429.66	\$7,146.03	0.3670%
Debt Issue Service Acct	FSB - LOUISE	\$6,122.42	\$6,126.23	\$6,617.44	\$6,621.62	\$491.21	0.2497%
Trust Account	FSB - LOUISE	\$134,161.40	\$161,507.37	\$12,385.35	\$4,584.92	(\$149,122.02)	0.2497%
Certificate of Deposit (6 months)	FSB - LOUISE	\$1,035,569.04	\$1,038,538.14	\$1,041,515.76	\$1,042,565.85	\$2,977.62	1.1500%
City Funds Subtotal		\$30,461,557.84	\$29,848,717.87	\$28,863,438.77	\$25,673,885.97	(\$985,279.10)	
Liquidity Plus Fund (ABLC)	LONE STAR	\$53,855.39	\$54,079.28	\$54,188.30	\$54,227.35	\$109.02	2.5264%
Bank Account (ABLC)	FSB - LOUISE	\$1,011,660.09	\$1,668,697.39	\$986,108.45	\$563,713.46	(\$682,588.94)	0.2500%
ABLC Subtotal		\$1,065,515.48	\$1,722,776.67	\$1,040,296.75	\$617,940.81	(\$682,479.92)	
Police Seizure Account	FSB - LOUISE	\$6,616.07	\$6,616.07	\$6,616.07	\$6,616.07	\$0.00	0.0000%
Drug Investigation Acct.	TEXAS GULF BANK	\$3,085.18	\$3,085.96	\$3,085.96	\$3,086.34	\$0.39	0.5000%
Police Special Subtotal		\$9,701.25	\$9,701.63	\$9,702.02	\$9,702.41	\$0.39	
Hotel/Motel Bank Account	TEXAS GULF BANK	\$4,094.71	\$4,095.22	\$4,095.73	\$4,096.25	\$0.51	0.0500%
Hotel Subtotal		\$4,094.71	\$4,095.22	\$4,095.73	\$4,096.25	\$0.51	
Total Cash Investments		\$31,540,869.28	\$31,585,291.39	\$29,917,533.27	\$26,305,625.44	(\$1,667,758.12)	0.1000%
91 Day Treasury Bill							

(City Funds - General Fund, Water Fund, Street Fund, Debt Service Fund, Special Funds, Capital Funds)

The Investment portfolio of the City of Angleton is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government.

Susie J. Hernandez, Investment Officer

 Terrecha Williams, Investment Officer

RESOLUTION NO. 20200714-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS ADOPTING THE 2020 INVESTMENT POLICY FOR THE CITY OF ANGLETON, PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Government Code Section 2256.005 calls for a review of the investment policy by the governing body not less than annually; and

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

SECTION 1. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct.

SECTION 2. The attached 2020 Investment Policy dated July 01, 2020 is hereby adopted, as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. The City Council has found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of this meeting was given as required by the Texas Open Meetings Act, Chapter 551, Tex. Gov't. Code, as amended, and that a quorum was present.

SECTION 4. This Ordinance shall be in full force and effect from and after its date of approval.

PASSED AND APPROVED THIS THE 14th DAY OF JULY 2020.


CITY OF ANGLETON, TEXAS


Jason Perez
Mayor

ATTEST:


Frances Aguilar, TRMC, CMC
City Secretary





121 S. Velasco
Angleton, TX 77515

979-849-4364
979-849-5561 fax

Council:
Mayor:
Jason Perez

Mayor Pro Tem:
John Wright

City Council Member:
Cecil Booth

City Council Member:
Mark Gongora

City Council Member:
Mikey Svoboda

City Council Member:
Travis Townsend

City Manager:
Chris Whittaker

Finance Director:
Susie J Hernandez

City Secretary:
Frances Aguilar

Exhibit "A"

INVESTMENT
POLICY

July 01, 2020

INVESTMENT POLICY

To invest funds for the City of Angleton, Texas ("City") in such a manner so as to ensure the safety of principal, to meet the liquidity needs of the City, and to achieve the highest yield using prudence and a standard of care.

A. Policy Statement

It is the policy of the City that the administration and investment of funds shall be handled as the highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested. This includes limitations and diversification of investments while maintaining the daily cash flow needs of the City, and conforming to all applicable state and city statutes governing the investment of public funds.

The earning of a market rate of return will be secondary to the requirements for safety of principal and liquidity. It is the intent of the City to be in complete compliance with local statutes as well as Texas Government Code, Chapter 2256 - Public Funds Investment ("PFIA"). The earnings from investment will be used in a manner that best serves the public trust and interest of the City.

B. Scope

This investment policy applies to all the financial assets and funds held by the City. The City may commingle its funds into one pooled fund for investment purposes to ensure efficiency and maximum investment opportunity.

C. Objectives And Strategy

It is the policy of the City that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety, liquidity, diversification, and yield.

1. Safety

Safety of principal is the foremost objective of the investment policy of the City. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk. Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

- Limiting investments to the safest types of securities;
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which an entity will do business; and
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

Interest Rate Risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and
- By investing operating funds primarily in shorter-term securities.

2. Liquidity

The investment portfolio shall remain liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrently with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

3. Diversification

The investment portfolio shall be divided among multiple banking or investment institutions in order to minimize the risk that potential losses on individual securities may exceed the income generated from the remainder of the portfolio.

4. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. "Market rate of return" may be defined as the average yield of the current three-month U.S. Treasury Bill or such other index that most closely matches the average maturity of the portfolio. Return on investment is of least importance compared to the safety and liquidity objectives described above.

D. Legal Limitations, Responsibilities and Authority

Direct specific investment parameters for the investment of public funds in Texas are found in the PFI. Texas Government Code, Chapter 2257 - Collateral for Public Funds specifies collateral requirements for all public funds deposits. All investments will be made in accordance with these statutes.

E. Delegation of Investment Authority

The Finance Director, acting under the direction of the City Manager on behalf of the City, is designated as the primary Investment Officer of the City and is responsible for decisions and activities involving investment management. The Finance Director is also

responsible for considering the quality and capability of staff, investment advisors, and consultants involved in the investment management procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust. The primary Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of additional Investment Officers and staff. No officer or designee may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established herein.

F. Authorization Resolution

Qualified investment officers are authorized to engage in investment transactions on behalf of the City. These persons are authorized to transact business for the City and are also authorized to approve wire transfers used in the process of investing.

G. Standard of Care

The standard of care to be used by investment officials shall be the "Prudent Person Standard" and shall be applied in the context of managing the overall portfolio. This standard states:

"Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

The primary Investment Officer and those delegated with investment authority under this Investment Policy, when acting in accordance with written procedures herein and in accordance with the Prudent Person Standard, shall be relieved of personal liability in the management of the portfolio provided that deviations from expectations for specific securities credit risk, market price changes, or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

H. Ethics and Conflicts of Interest

Officers and employees involved in the Investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to choose impartial institutions with which they conduct business. They shall disclose any personal financial investments or positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

I. Internal Controls

Internal controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the City.

J. Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain the cash flow required by the City. Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash position for investment purposes. Cash flow will include the historical researching and monitoring of specific cash flow items, payables and receivables, as well as overall cash position and patterns.

K. Authorized Investments

Acceptable investments under this policy shall be limited to the instruments listed below. The investments are to be chosen in a manner which promotes diversity of market sector and maturity. The choice of high-grade government investments and high-grade money market investments are designed to assure the marketability of those investments should liquidity needs arise.

1. Obligations of the United States Government, its agencies and instrumentalities, and government sponsoring enterprises, not to exceed two years to stated maturity, excluding collateralized mortgage obligations (CMOs);
2. Fully insured or collateralized certificates of deposit from a bank doing business in the State of Texas and under the terms of a written depository agreement with that bank, not to exceed one year to the stated maturity;
3. Commercial Paper rated A-1/P-1 or the equivalent by at least two nationally recognized rating agencies not to exceed 180 days to stated maturity;
4. Repurchase agreement and reverse repurchase agreements as defined by the PFIA, not to exceed 180 days to stated maturity, provided an executed Bond Market Master Repurchase Agreement is on file with the City and the counter-party bank or primary dealer. Flex repurchase agreements used specifically for capital projects may extend beyond two years but only to match the expenditure plan of the projects;
5. No-load, SEC registered money market funds, each approved specifically before use by the City Council;
6. Constant Dollar Texas Local Government Investment Pool as defined by the PFIA.

If additional types of securities are approved for investment by public funds by state statutes, they will not be eligible for investment by the City until this policy has been amended and the amended version approved by the City Council.

L. Competitive Bidding Requirement

All security, including certificates of deposit, will be purchased or sold after three (3) offers/bids are taken to verify that the City is receiving fair market value/price for the investment.

M. Delivery vs. Payment

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery versus payment (DVP) basis.

N. Authorized Financial Dealers and Institutions

All investments made by the City will be made through either the City's banking services bank or a primary dealer. The City Council or Investment Committee will review the list of authorized broker/dealers annually if broker/dealers are used. A list of at least three broker/dealers will be maintained in order to ensure competitive bidding.

Securities broker/dealers must meet certain criteria as determined by the Investment Officer. The following criteria must be met by those firms on the list:

- provision of an audited financial statement each year,
- proof of certification by the National Association of Securities Dealers (NASD) and provision of CRD number,
- proof of current registration with the State Securities Commission, and
- completion of a City questionnaire.

Every broker/dealer and bank with whom the City transacts business will be provided a copy of this Investment Policy to assure that they are familiar with the goals and objectives of the investment program. A representative of the firm will be required to return a signed certification substantially in the form of Exhibit "B", stating that the Policy has been received and reviewed and that controls are in place to assure that only authorized securities are sold to the City.

O. Diversification and Maturity Limitations

It is the policy of the City to diversify its investment portfolio. Invested funds shall be diversified to minimize risk or loss resulting from over-concentration of assets in a specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

<u>Security Type</u>	<u>Max % of Portfolio</u>
U.S. Treasury obligations	100%
U.S. Government agencies and instrumentalities	50%
Fully insured or collateralized CDs	50%
Commercial Paper	30%
Repurchase Agreements	100%
Money Market Funds	100%
Local Government Investment pools	100%

The Investment Officer shall be required to diversify maturities. The Investment Officer, to the extent possible, will attempt to match investments with anticipated cash flow requirements. Matching maturities with cash flow dates will reduce the need to sell securities prior to maturity, thus reducing market risk. Unless matched to a specific requirement, the Investment Officer may not invest more than 20% of the portfolio for a period greater than one (1) year. Unless matched to specific requirements, the Investment Officer may not invest any portion of the portfolio for a period greater than two (2) years.

P. Safekeeping

The laws of the State and prudent treasury management require that all purchased securities be bought on a delivery versus payment basis and be held in safekeeping by either the City, an independent third party financial institution, or the City's designated depository.

All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, rate, description, maturity, CUSIP number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for or pledged to the City.

All securities pledged to the City for certificates of deposit or demand deposits shall be held by an independent third party bank doing business in Texas. The safekeeping bank may be within the same holding company as the bank from which the securities are pledged.

Q. Collateralization

Collateralization shall be required for certificates of deposits over the FDIC insurance coverage of \$250,000, and for repurchase agreements. In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required will be 102% of the market value of the principal and accrued interest. Collateral will be held by an independent third party safekeeping agent.

R. Performance Evaluation and Reporting

The Investment Officer shall submit quarterly reports to the City Administrator and to the City Council containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program as well as consistency with statutory requirements. All reports shall be in compliance with the PFIA. Market prices for market evaluations will be obtained from an independent source. Market prices for investments will be monitored monthly through statements sent to the City for fluctuations as well as portfolio shifts.

S. Depositories

The City will designate one or more banking institutions as its depository services provider through a competitive process at least every five years. The City has the option of extending the current bank institution for one (1) year extension while transitioning into performing the competitive process of selecting a depository provider which can include the current Bank. Institute. The depository service provider institution(s) will be used for normal banking services including disbursements, collections, and safekeeping of securities. In addition to depository services, the City may contract with financial institutions for additional financial services under a separate contract if the City Council determines that additional financial services are necessary in the administration, collection, investment and transfer of municipal funds. Other banking institutions from which the City may purchase certificates of deposit will also be designated as a depository after they provide their latest audited financial statements to the City.

T. Ratings of Investment Pools

A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. The City shall take all prudent measures that are consistent with this investment policy to liquidate an investment that does not have the minimum rating.

**EXHIBIT B
BROKER/DEALER CERTIFICATION FORM
As required by Texas Government Code 2256.005 (k)**

CITY OF ANGLETON, TEXAS (the "City")

The City acknowledges that the only means the firm has to preclude "imprudent investment activities arising out of transactions between the firm and the City" is to confirm that all provisions of the City's investment policy are followed in investment transactions conducted between the firm and the City, and the second paragraph below should read accordingly.

I, as a registered principal for the firm _____ do hereby certify that I, and the broker covering this account, _____, have received and both have thoroughly reviewed the investment policy of the City.

We acknowledge that this firm has implemented reasonable internal procedures and controls in an effort to preclude imprudent investments between this firm and the City arising from transactions between the City and the firm.

Signature

Name: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/09/2021

PREPARED BY: CHRIS HILL

AGENDA CONTENT: Discussion and possible action to approve the Quarterly Investment Reports for September 2021.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Attached is the Quarterly Investment Report for the 4th Quarter of 2021 fiscal year. City funds are divided between seven financial institutions (Texas Gulf Bank, Wells Fargo Bank, JP Morgan Chase Bank, First State Bank-Louise, TexPool, Lone Star and TexSTAR). The City also has certificates of deposit through First State Bank which matures in May of 2022. The overall total of the portfolio decreased due Bond funds being spent on approved projects for approximately \$1.1Million.

The City's current Investment Policy sets an interest rate goal equal to that of the 91-day treasury bill which was approximately .04%. Some of the City's accounts with fixed interest rates did not reach this benchmark but overall the City maintained this benchmark. Police Seizure account earns no interest by state law, but no service charges are being incurred. Transfers may be needed to maximize returns. However, safety of principal, diversity of funds and the financial contract with First State bank will limit some movement of funds.

RECOMMENDATION:

Staff recommends Council approve the Quarterly Investment Reports for September 30, 2021.



BANK INVESTMENTS

ACCOUNT NAME	INSTITUTION	FY 2020	FY 2021	FY 2021	FY 2021	Last Qtr. Change	Average Monthly Investment Rate
		1st Quarter As of Dec 31, 2020	2nd Quarter As of March 31, 2021	3rd Quarter As of June 30, 2021	4th Quarter As of Sept 30, 2021		
Pool Cash (City Funds)	WELLS FARGO	\$905,146.11	\$926,612.80	\$960,404.68	\$982,590.70	\$22,186.02	0.1600%
Pool Cash (City Funds)	FSB - LOUISE	\$3,592,530.79	\$4,586,191.75	\$5,201,635.27	\$4,656,592.03	(\$545,043.24)	0.2500%
Pool Cash (Emergency Funds)	FSB - LOUISE	\$2,047,479.88	\$2,048,047.13	\$2,048,239.87	\$2,048,417.48	\$177.61	0.0100%
Pool Cash (City Funds)	LONE STAR	\$1,758,291.66	\$1,758,547.99	\$1,758,712.56	\$1,758,850.27	\$137.71	0.0100%
General Account (City Funds)	TEX POOL	\$1,602,905.87	\$1,603,092.23	\$1,603,140.85	\$1,603,233.48	\$92.63	0.0200%
JPMorgan Chase Bank	CHASE	\$207,577.87	\$253,772.18	\$218,364.02	\$245,262.42	\$26,898.40	0.0000%
General Account (City Funds)	TEX STAR	\$1,695,563.14	\$1,695,721.56	\$1,695,765.42	\$1,695,807.90	\$42.48	0.0144%
2013 Debt Issue	LONE STAR	\$258,748.74	\$258,812.07	\$258,864.82	\$152,553.93	(\$106,310.89)	0.0633%
2015 Bond Issue	WELLS FARGO	\$418,997.44	\$419,162.78	\$419,330.02	\$0.00	(\$419,330.02)	0.0000%
2018 Bond Series	LONE STAR	\$5,312,520.10	\$5,312,911.91	\$5,096,242.13	\$4,988,545.94	(\$107,696.19)	0.0100%
2019 Bond Series	TEX STAR	\$7,494,173.24	\$5,518,351.52	\$2,714,046.77	\$2,239,507.10	(\$474,539.67)	0.0195%
2020 Bond Series	TEX POOL	\$3,000,433.34	\$3,000,782.18	\$3,000,873.55	\$3,001,046.93	\$173.38	0.0200%
Debt Issue Service Acct	FSB - LOUISE	\$9,183.09	\$9,188.75	\$11,258.09	\$11,265.18	\$7.09	0.2500%
Trust Account	FSB - LOUISE	\$4,191.05	\$4,160.99	\$3,966.34	\$3,993.15	\$26.81	0.2500%
Certificate of Deposit (12 months)	FSB - LOUISE	\$1,044,931.11	\$1,046,605.86	\$1,048,301.94	\$1,049,226.75	\$924.81	0.3500%
		\$29,352,673.43	\$28,441,961.70	\$26,039,146.33	\$24,436,893.26	(\$1,602,253.07)	
Liquidity Plus Fund (ABLC)	LONE STAR	\$54,246.49	\$54,259.77	\$54,270.83	\$54,279.96	\$9.13	0.0633%
Bank Account (ABLC)	FSB - LOUISE	\$966,089.74	\$1,381,398.64	\$901,260.13	\$1,035,683.61	\$134,423.48	0.2500%
	ABLC Subtotal	\$1,020,336.23	\$1,435,658.41	\$955,530.96	\$1,089,963.57	\$134,432.61	
Police Seizure Account	FSB - LOUISE	\$6,616.07	\$6,616.07	\$6,616.07	\$6,616.07	\$0.00	0.0000%
Drug Investigation Acct.	TEXAS GULF BANK	\$3,086.72	\$2,087.06	\$2,087.32	\$2,087.58	\$0.26	0.0500%
	Police Special Subtotal	\$9,702.79	\$8,703.13	\$8,703.39	\$8,703.65	\$0.26	
Hotel/Motel Bank Account	TEXAS GULF BANK	\$4,096.76	\$4,097.27	\$4,097.78	\$4,098.29	\$0.51	0.0500%
	Hotel Subtotal	\$4,096.76	\$4,097.27	\$4,097.78	\$4,098.29	\$0.51	
	Total Cash Investments	\$30,386,809.21	\$29,890,420.51	\$27,007,478.46	\$25,539,658.77	(\$1,467,819.69)	

91 Day Treasury Bill 0.0400%

(City Funds - General Fund, Water Fund, Street Fund, Debt Service Fund, Special Funds, Capital Funds)

Chris Hill, Investment Officer

The Investment portfolio of the City of Angleton is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government.

Tenecha Williams, Investment Officer



BANK INVESTMENTS

ACCOUNT NAME	INSTITUTION	FY 2019	FY 2020	FY 2020	FY 2020	Last Qtr. Change	Average Monthly Investment Rate
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Pool Cash (City Funds)	WELLS FARGO	\$816,012.28	\$839,365.73	\$867,526.20	\$886,583.24	\$19,057.04	0.5000%
Pool Cash (City Funds)	FSB - LOUISE	\$2,859,703.73	\$2,076,676.79	\$3,341,795.89	\$2,912,754.10	(\$429,041.79)	0.2500%
Pool Cash (Emergency Funds)	FSB - LOUISE	\$2,037,242.25	\$2,039,782.88	\$2,042,326.68	\$2,044,901.66	\$2,574.98	0.6713%
Pool Cash (City Funds)	LONE STAR	\$1,747,991.85	\$1,754,616.78	\$1,757,001.08	\$1,757,837.47	\$836.39	2.2365%
General Account (City Funds)	TEX POOL	\$1,594,933.33	\$1,600,471.72	\$1,601,720.55	\$1,602,438.42	\$717.87	2.1700%
JPMorgan Chase Bank	CHASE	\$205,672.57	\$239,732.31	\$205,870.50	\$239,000.50	\$33,130.00	0.0000%
General Account (City Funds)	TEX STAR	\$1,687,513.62	\$1,693,211.69	\$1,694,457.02	\$1,695,168.68	\$711.66	0.3670%
2013 Debt Issue	LONE STAR	\$256,883.16	\$257,951.06	\$258,471.12	\$258,657.40	\$186.28	2.2365%
2015 Bond Issue	WELLS FARGO	\$418,294.92	\$418,472.25	\$418,649.65	\$418,828.50	\$178.85	0.5000%
2018 Bond Series	LONE STAR	\$7,977,974.39	\$8,006,084.68	\$5,891,775.26	\$5,311,513.95	(\$580,261.31)	2.2365%
2019 Bond Series	TEX STAR	\$9,683,482.88	\$9,716,180.24	\$9,723,326.27	\$7,492,429.66	(\$2,230,896.61)	0.3670%
Debt Issue Service Acct	FSB - LOUISE	\$6,122.42	\$6,126.23	\$6,617.44	\$6,621.62	\$4.18	0.2497%
Trust Account	FSB - LOUISE	\$134,161.40	\$161,507.37	\$12,385.35	\$4,584.92	(\$7,800.43)	0.2497%
Certificate of Deposit (6 months)	FSB - LOUISE	\$1,035,569.04	\$1,038,538.14	\$1,041,515.76	\$1,042,565.85	\$1,050.09	1.1500%
City Funds Subtotal		\$30,461,557.84	\$29,848,717.87	\$28,863,438.77	\$25,673,885.97	(\$985,279.10)	
Liquidity Plus Fund (ABLC)	LONE STAR	\$53,855.39	\$54,079.28	\$54,188.30	\$54,227.35	\$39.05	2.5264%
Bank Account (ABLC)	FSB - LOUISE	\$1,011,660.09	\$1,668,697.39	\$986,108.45	\$563,713.46	(\$422,394.99)	0.2500%
ABLC Subtotal		\$1,065,515.48	\$1,722,776.67	\$1,040,296.75	\$617,940.81	(\$682,479.92)	
Police Seizure Account	FSB - LOUISE	\$6,616.07	\$6,616.07	\$6,616.07	\$6,616.07	\$0.00	0.0000%
Drug Investigation Acct.	TEXAS GULF BANK	\$3,085.18	\$3,085.56	\$3,085.95	\$3,086.34	\$0.39	0.5000%
Police Special Subtotal		\$9,701.25	\$9,701.63	\$9,702.02	\$9,702.41	\$0.39	
Hotel/Motel Bank Account	TEXAS GULF BANK	\$4,094.71	\$4,095.22	\$4,095.73	\$4,096.25	\$0.52	0.0500%
Hotel Subtotal		\$4,094.71	\$4,095.22	\$4,095.73	\$4,096.25	\$0.51	
Total Cash Investments		\$31,540,869.28	\$31,585,291.39	\$29,917,533.27	\$26,305,625.44	(\$3,611,907.83)	
				91 Day Treasury Bill			0.1000%
(City Funds - General Fund, Water Fund, Street Fund, Debt Service Fund, Special Funds, Capital Funds)							
The Investment portfolio of the City of Angleton is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government.							Susie J Hernandez, Investment Officer
							Tenecha Williams, Investment Officer

INVESTMENT REPORT

FISCAL YEAR 2021

4TH QUARTER

AS OF 09-30-21

INVESTMENT REPORT

SEPTEMBER 30, 2021

-
- City funds are divided between seven financial institutions: Texas Gulf Bank, Wells Fargo Bank, JP Morgan Chase, First State Bank - Louise, TexPool, Lone Star, and TexSTAR governmental funds.
 - The City's current Investment Policy sets an interest rate goal equal to that of a 91-day treasury bill. This goal provides a benchmark for yield. Safety of principal is the foremost goal, so the treasury bill interest rate only serves to identify account transfer possibilities in order to earn a greater yield.

INVESTMENT REPORT

SEPTEMBER 30, 2021

Item 8.

-
- Funds deposited in banking accounts generally have a fixed interest rate and will not fluctuate should federal interest rates increase or decrease. This is beneficial if interest rates decrease, but these accounts can fall behind the 91-day treasury bill benchmark should rates increase.
 - The City's accounts for the Bond Series had a decline of \$1.1M due to the spending on approved projects for the related bonds.

INVESTMENT REPORT

SEPTEMBER 30, 2021

Item 8.

- The accounts that are still open with TGB have low amounts of money in them and no service charge.
- The JPMorgan Chase account earns no interest. This account is used for credit card payments only and maintains an even balance when possible. The Police Seizure account earns no interest in accordance with state law.

INVESTMENT REPORT

SEPTEMBER 30, 2021

Item 8.

- Part of the portfolio is a 12-month certificate of deposit that has a maturity date of May 2022. This CD is earning a constant .35% interest yield compared to the 91 Day Treasury Bill of .04%.
- Investment pools are part of the portfolio as well. TexPool, TexSTAR, and Lone Star all have a Standard and Poor's rating of AAA-m. This is the rating required in order to use an investment pool as a source of interest. Should these ratings fall below an acceptable level, those funds will be reallocated.

INVESTMENT REPORT

SEPTEMBER 30, 2021

Item 8.

- Funds were moved into governmental investment pools as those institutions were providing higher interest rates than banks.
- The investments reported this quarter comply with the City's investment policy as well as state codes. The primary goals of safety of principal as well as diversity are being met. At the same time, interest rates are comparable to the City's benchmark amounts provided by the 91-day treasury bill.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/26/2021

PREPARED BY: Chris Hill, Finance Director

AGENDA CONTENT: Conduct a public hearing, discussion and possible action on approval of resolution electing to participate in tax abatement agreements and setting guidelines.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The prior tax abatement guidelines and criteria have expired.

The resolution will renew or setup new guidelines and approve participation in tax abatement agreements.

Recommend adding the Finance Director to Tax Abatement Review Committee (TARC).

RECOMMENDATION:

Staff recommends council approve the Resolution electing to participate in tax abatement agreements, setting new guidelines and adding Finance Director to review committee.

RESOLUTION NO. 20211109-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS ELECTING TO PARTICIPATE IN TAX ABATEMENT AGREEMENTS, AND ESTABLISHING GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT FOR ECONOMIC DEVELOPMENT PROSPECTS IN THE CITY OF ANGLETON IN ACCORDANCE WITH CHAPTER 312 OF THE TEXAS TAX CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §312.002, Texas Tax Code, requires a taxing unit to adopt a resolution establishing guidelines and criteria governing tax abatement agreements and stating that the taxing unit elects to become eligible to participate in tax abatement; and

WHEREAS, the City Council of the City of Angleton has previously expressed its intent to consider tax abatements and adopted Tax Abatement Guidelines and Criteria; and

WHEREAS, PURSUANT TO §312.002, the Tax Abatement Guidelines and Criteria are effective for two years unless amended or repealed by a vote of three-fourths of the City Council; and

WHEREAS, the prior tax abatement guidelines and criteria established by the City of Angleton have expired; and

WHEREAS, the Angleton City Council desires to once again adopt Tax Abatement Guidelines and Criteria; and

WHEREAS, the Angleton City Council elects to continue to be eligible to participate in tax abatement.

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

SECTION 1: The City of Angleton elects to participate in tax abatement agreements pursuant to Chapter 312 of the Texas Tax Code, and the Guidelines and Criteria attached as Exhibit "A" to this resolution for granting tax abatements in designated Tax Abatement Reinvestment Zones are hereby adopted as of the date of this resolution.

SECTION 2: In the event that one or more of the provisions contained in this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Resolution shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Resolution, which shall remain in full force and effect.

SECTION 3: That this resolution shall be effective immediately from and after its passage.

PASSED AND APPROVED THIS THE 9TH DAY OF NOVEMBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

Exhibit A
CITY OF ANGLETON, TEXAS
TAX ABATEMENT GUIDELINES AND CRITERIA

DEFINITIONS Section 1

(a) "Abatement" means the full or partial exemption from ad valorem taxes on certain real property in a reinvestment zone designated by the City of Angleton for economic development purposes.

(b) "Eligible Jurisdiction" means the City of Angleton, Brazoria County and any school district or other local taxing jurisdictions eligible to abate taxes according to Texas law, the majority of which is located in the City of Angleton that levies ad valorem taxes upon and provides services to a reinvestment zone designated by the City of Angleton.

(c) "Agreement" means a contractual agreement between a property owner and/or lessee and the City of Angleton for the purpose of tax abatement.

(d) "Base Year Value," means the assessed value of eligible property January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the agreement.

(e) "Deferred Maintenance" means the improvements necessary for continued operations, which do not improve productivity or alter the process technology.

(f) "Distribution Center Facility" means buildings and structures, including machinery and equipment, used or to be used primarily to receive, store, service, or distribute goods or materials owned by the facility operator where a majority of the goods or services are distributed to points at least fifty (50) miles from its location in the City of Angleton.

(g) "Expansion" means the addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.

(h) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

(i) "Manufacturing Facility" means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

(j) "Modernization" means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, or repairing.

(k) "New Facility" means a property previously undeveloped, which is placed into service, by

means other than or in conjunction with expansion or modernization.

- (l) "Other Basic Industry" means buildings and structures including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services, which serve a market primarily outside the City of Angleton.
- (m) "Productive Life" means the number of years a property improvement is expected to be in service.
- (n) "Regional Entertainment Facility" means buildings and structures, including machinery and equipment, used or to be used to provide entertainment through the admission of the general public where the majority of users reside at least fifty (50) miles from its location in the City of Angleton.
- (o) "Research Facility" means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.
- (p) "Regional Service Facility" means buildings and structures, including machinery and equipment, used or to be used to service goods where a majority of the goods being serviced originate at least fifty (50) miles from the facility's location in the City of Angleton.
- (q) "Commercial Facility" means buildings and structures for service related industries and certain retail establishments as deemed appropriate by the City Council where a minimum of five (5) new jobs and/or pay role exceeding one hundred thousand dollars (\$100,000) and investment of seven hundred and fifty thousand dollars (\$750,000) or more in new buildings will be made.
- (r) "Economic Development" means participation in or support of an organized program or entity which for the purpose of its mission, engages in activities designed to encourage employment opportunities development/commercial and manufacturing business/industry to locate and/or expand in the City of Angleton, thus expanding and diversifying the tax base as well as increasing the economic strength and stability of the City of Angleton.
- (s) "Qualified Vendors and Services" means those vendors and services that meet the company's individual stated requirements, which can include but are not limited to safety, financial condition, environmental record, quality or ability to perform.
- (t) "The City of Angleton Vendor and Services" means a company that employs the City of Angleton residents and pays the City of Angleton taxes.

ABATEMENT AUTHORIZED Section 2

- (a) Authorized Facility. A facility may be eligible for abatement if it is a Manufacturing Facility, Research Facility, Distribution Center or Regional Service Facility, Regional Entertainment Facility, Approved "Commercial Facility" or Other Basic Industry.
- (b) Creation of New Value. Abatement may only be granted for the additional value of eligible

property improvements made subsequent to and specified in an abatement agreement between the City of Angleton and the property owner or lessee, subject to such limitations as the City of Angleton may require.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the value of buildings, structures; fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following type of property shall be fully taxable and ineligible for abatement: land, inventories, supplies, tools, furnishings, and other forms of movable personal property; vehicles, vessels, aircraft, housing, hotel accommodations, retail facilities (except as approved under Section 1 [q]) deferred maintenance investments, property to be rented or leased (except as provided in Section 2 [f]), property owned or used by the State of Texas or its political subdivisions or by any organizations owned, operated or directed by a political subdivision of the State of Texas.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, the agreement shall be executed with the lessor and the lessee. Publicly owned land leased to private entities shall be eligible if otherwise qualified.

(g) **Value and Term of Abatement.** Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the agreement. On a Scale as follows:

Investment	Year	Maximum Abatement
\$750,000 - \$2,000,000	1	80%
	2	50%
	3	25%
	4	0%
\$2,000,001 - \$4,000,000	1-2	90%
	3	60%
	4	50%
	5	25%
	6-7	0%
\$4,000,001 - \$10,000,000	1-2	100%
	3-4	75%
	5-6	50%
	7	25% or as negotiated.
\$10,000,001 and up	negotiable up to 7	negotiable

Notwithstanding any other provision of the guidelines and criteria the City Council has the authority to negotiate with applicant the term of years and percentage of abatement.

Such percentage of value that shall be set by City Council order of new eligible properties shall be abated for up to seven years or one-half (1/2) the productive life of the improvement whichever is less. The abatement may be extended through an initial agreement and a subsequent agreement may be required to comply with state law regarding the term of the reinvestment zone. If a modernization project includes facility replacement, the abated value shall be the value of the new unit(s) less the value of the old unit(s).

(h) Economic Qualification. In order to be eligible for designation as a reinvestment zone and to qualify for tax abatement, the planned improvement:

(1) Must be reasonably expected to increase the value of the property in the amount of \$750,000 or more;

(2) Must prevent the loss of employment and create employment for at least five additional (5) people (meaning a net gain of five [5] full time employees) on a full-time (forty [40] hours per week equivalent) basis in the City of Angleton for the duration of the abatement period; and

(3) Must be necessary because capacity cannot be provided efficiently utilizing existing improved property; Additionally, the owner of the project:

(4) Must provide for and pay, at the time of filing an application for tax abatement, a non-refundable application fee of one thousand dollars (\$1,000). A part of the application fee will be dedicated by the City of Angleton to economic development programs authorized by Local Government Code, Section 381.004.

(5) Must file a plan statement with application demonstrating willingness and planned efforts to use qualified City of Angleton vendors and services where applicable in the construction and operations of the facility. The City of Angleton vendors and services must be competitive with non-county vendors and services regarding price, quality, safety, availability and ability to perform.

(i) Taxability. From the execution of the abatement contract to the end of the agreement period, taxes shall be payable as follows:

(1) The value of ineligible property as provided in Section 2(e) shall be fully taxable;

(2) The base year value of existing eligible property as determined each year shall be fully taxable; and

(3) The additional value of new eligible property shall be taxable in the manner described in Section 2(g).

APPLICATION Section 3

(a) Any present or potential owner of taxable property in the City of Angleton may request

the creation of a reinvestment zone and tax abatement by filing a written request with the City of Angleton. The application shall be filed with the administrative head of the governing body and the applicant shall furnish a copy to each member of the governing body.

(b) The application shall consist of a completed application form accompanied by: a general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements which will be a part of the facility; a map and property description; a time schedule for undertaking and completing the planned improvements. In the case of modernizing, a statement of the assessed value of the facility separately stated for real and personal property shall be given for the tax year immediately preceding the application. The application form shall require such financial and other information, as the City of Angleton deems appropriate for evaluating the financial capacity and other factors of the applicant.

(c) Prior to adopting an Ordinance designating a reinvestment zone, the City Council must conduct a public hearing. Not later than the seventh day before date of the public hearing, notice of the hearing must be published in the newspaper having general circulation in the municipality and delivered in writing by registered or certified mail, to the presiding officer of each other governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone. At the public hearing, any interested person is entitled to speak and present evidence for or against the designation of a reinvestment zone. At the public hearing on the reinvestment zone, City Council must find that the improvements sought are feasible and practical and would be a benefit to the zone after the expiration of the tax abatement agreement. The City Council must also find that the zone meets one of the applicable criteria for reinvestment zones identified in Texas Tax Code Sec. 312.202, as amended, such as it is reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment to the zone. This City Council findings must be approved by the City Council at an open meeting and should be noted in the minutes for that meeting. If the zone designation is approved, the designation lasts for five (5) years and may be renewed for successive periods of up to five (5) years.

(d) Prior to adopting a Resolution granting a tax abatement and approving a tax abatement agreement, the City Council must conduct a public hearing. Not later than the seventh day before the date on which the City enters into a tax abatement agreement, the Mayor shall deliver to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the agreement is located, a written notice by registered or certified mail, that the City intends to enter into the agreement. The notice must include a copy of the proposed agreement. All interested parties shall be entitled to speak and present written materials for or against the approval of the tax abatement. The public hearing shall also afford the applicant and the designated representative of any eligible jurisdiction opportunity to show cause why the abatement should or should not be granted. The tax abatement agreement may not exceed ten (10) years.

(e) The public hearing to designate an area as a reinvestment zone and the public hearing on the tax abatement may be conducted at the same regularly scheduled meeting of the City Council.

(f) After receipt of an application for creation of a reinvestment zone and application for abatement, the Tax Abatement Review Committee (TARC) shall prepare a feasibility study setting out the impact of the proposed reinvestment zone and tax abatement. The feasibility study shall

include, but not be limited to, an estimate of the economic effect of the creation of the zone and the abatement of taxes and the benefit to the eligible jurisdiction and the property to be included in the zone. The cost of said feasibility study shall be paid by the applicant.

(g) If upon written request for a legal opinion or interpretation from the City Council or its members, the legal counsel for the City of Angleton determines that the application does not appear to comply with the written language of the Guidelines and Criteria, a public hearing on said application, if already set, shall be postponed for a period of at least thirty days from the scheduled date of public hearing to allow time for further review by the City Council or any duly appointed review committee, or if an initial setting has not been made, the hearing on such application shall be set on the City Council agenda no sooner than sixty (60) days from the time the Court enters an order to set the public hearing date. The applicant shall file a supplement or addendum to its application to show cause why the application should be approved and shall present reasons at the public hearing on the same. Provided that any final decision or interpretation as to the intent and meaning or policy of any provision or its written language; any final decision as to whether or not an application complies or does not comply with the guidelines and criteria; and any final decision as to whether to grant or deny tax abatement shall be made by the City Council at its sole discretion.

(h) The City of Angleton shall not establish a reinvestment zone for the purpose of abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion or new facility.

(i) Variance. Requests for variance from the provisions of Subsection (a) of Section 1 and/or (h)(2) of Section 2 may be made in written form to the Mayor with a copy forwarded to the TARC. Said variance will only be considered if it is requested for a project valued at less than seven hundred and fifty thousand dollars (\$750,000). Such requests shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request requires a three-fourth (3/4) vote of the governing body.

(j) Special Variance: Air Carriers. A special variance from all applicable provisions of these guidelines and criteria, with the exception of Section 2 (h)(4) and (h)(5) may be granted allowing abatement or partial abatement of ad valorem taxes on the personal property of a certificated or non-certificated air carrier that owns or leases taxable real property in the City of Angleton provided that the personal property has a value of at least ten million dollars (\$10,000,000). Approval of a request for this variance requires a three-fourth (3/4) vote of the City Council.

PUBLIC HEARING Section 4

(a) Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse effect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) Planned or potential use of the property would constitute hazard to public safety,

health or morals; or,

- (4) Violation of other codes or laws.

AGREEMENT Section 5

(a) After approval, the City of Angleton City Council shall formally pass a resolution and negotiate and execute a mutually acceptable agreement with the owner of the facility and/or lessee as required, which shall include:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in Section 2(g);
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility; nature of construction, time schedule, map, property description and improvement list as provided in Application, Section 3(b);
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections 2(a), 2(f), 2(g), 2(h) 6, 7, and 8;
- (6) Size of investment and average number of jobs involved for the period of abatement; and
- (7) Provision that Owner shall annually furnish information necessary for the City of Angleton's evaluation of Owner's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria (in the form of an annual report/statement of compliance), together with an additional provision that the City of Angleton may, at its election, request and obtain information from Owner as is necessary for the city's evaluation of Owner's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria.

If the parties successfully negotiate an agreement, such agreement shall be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the City of Angleton.

RECAPTURE Section 6

(a) In the event that the facility is completed and begins producing products or service but subsequently discontinues producing products or service for any reason except fire, explosion or other casualty or accident or natural disaster for a period of six months during the abatement period, then the agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for that calendar year and all taxes previously abated by virtue of this agreement will be reconstructed and shall be paid to the City of Angleton within sixty (60) days from the date of termination.

(b) Should the City of Angleton determine that the company or individual is in default

according to the terms and conditions of its agreement, the City of Angleton shall notify the company or individual in writing at the address stated in the agreement and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement may be terminated.

(c) In the event that the company or individual (1) allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the "Cure Period", the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

(d) Any amount to be recaptured under this section shall be a lien on all real and personal property of the owner, the company and/or individual receiving the abatement.

ADMINISTRATION Section 7

(a) The Chief Appraiser of the Brazoria County Appraisal District shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the city with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify the eligible jurisdictions, which levies taxes on the amount of the assessment.

(b) The agreement shall stipulate that TARC of the City of Angleton will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with their safety standards.

(c) Tax Abatement Review Committee. The City Council shall appoint a standing Tax Abatement Review Committee (TARC) for purposes of (1) reviewing the tax abatement application and preparing or having prepared the feasibility study report required by Section 3(d) of these guidelines; (2) conducting annual inspections and/or evaluations of the abated facilities to insure compliance with the terms/conditions of the tax abatement agreement.

(d) The Tax Abatement Review Committee shall be comprised of the following persons:

(1) Mayor of the City of Angleton;

(2) City Manager of the City of Angleton;

(3) One council member of the City Council of the City of Angleton, to be approved by a majority vote of the City Council of the City of Angleton;

(4) Three persons who are residents of the City of Angleton or who engage in business in the City of Angleton. Said persons shall be appointed by a majority vote of the City Council.

(5) The City Attorney, who shall serve as an ex-officio member of the committee and render advice on abatement qualifications and procedures.

(6) The Economic Development Director or other person from said department will act as the administrator of the TARC and serve as an ex-officio member of the committee.

(7) Finance Director of the City of Angleton.

The appointed members shall serve for two-year terms and are eligible for reappointment by the City Council.

(e) Upon completion of construction, the owner of an abated facility must submit a written report/statement of compliance annually during the life of the abatement to the City of Angleton City Council and the Tax Abatement Review Committee clearly detailing the status of the facility and how it is complying with the abatement guidelines. The Committee shall annually evaluate each abated facility and report possible violations to the contract and agreement to the City of Angleton City Council.

(f) The City of Angleton shall timely file with the Texas Department of Commerce and the Property Tax Division of the State Comptroller's office all information required by the Tax Code.

ASSIGNMENT Section 8

Abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of the City of Angleton subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with the City of Angleton. No assignment or transfer shall be approved if the new parties to the existing agreement, the new owner or new lessee are liable to the City of Angleton or any eligible jurisdiction for delinquent taxes or other obligations. Approval shall not be unreasonably withheld.

SUNSET PROVISION Section 9

(a) These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two (2) years, at which time all reinvestment zones and tax abatement contracts created, pursuant to its provisions, will be reviewed by the City of Angleton to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed or eliminated providing that such actions shall not affect existing contracts or applications for tax abatement filed prior to the expiration of said Guidelines and Criteria shall be governed by the provisions of these Guidelines and Criteria regardless of any subsequent modification or amendment.

(b) This policy is mutually exclusive of existing Industrial District Contracts and owners of real property in areas deserving of special attention as agreed by the eligible jurisdictions.



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 9, 2021

PREPARED BY: Lindsay Koskiniemi, Assistant Director of Development Services

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on a request for approval of an ordinance to rezone a portion of undeveloped land being 35.89 acres out a 39.783-acre parcel of land being the same called 40.00 acres as recorded in the Brazoria County Clerk's File 2003041292, also known as 1101 W. Mulberry Street, from the Commercial-General (C-G) zoning district to the Multifamily Residential-29 (MFR-29) zoning district. The subject property is located to the east of Interstate 288 and to the south of State Highway 35 (West Mulberry).

AGENDA ITEM SECTION: Public Hearing

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

FUND: N/A

EXECUTIVE SUMMARY:

This is a request from Jose Guerrero to rezone 35.89 acres out of a 39.783-acre parcel of land owned by West Mulberry, LLC, from the Commercial-General (C-G) zoning district to the MFR-29 Multifamily Residential-29 zoning district.

The purpose of this rezoning request is to develop undeveloped land for multifamily housing. The subject property is located approximately 300 linear feet east of Highway 288 and south of State Highway 35.

Future Land Use

The Future Land Use Plan designates the subject property as being appropriate for Office/Retail/Multifamily Residential and Office/Retail.

The Office/Retail category is described in the plan as:

Office/Retail/Multi-family (Peach): This category incorporates many of the characteristics of the Office/Retail category but adds flexibility by including multifamily development outside of SH 288. The Office/Retail/Multifamily category recognized both the need to promote quality office development, as well as the opportunity to permit a transition between uses when considered necessary. Examples of the category are found along FM 523, Business 288, and SH35. While visibility remains important,

Office/Retail/Multifamily may also be located away from corridors or as a transition category for low intensity areas.

Office/Retail (Coral): *This district is designed to reserve the most desirable retail area for office and retail uses, such as sites along SH 288. Office/Retail areas capture many of the locations in Angleton offering the high visibility needed for retail activity. In several instances, such as along SH 288, SH 288 and Business 288, the Office/Retail also serves as a buffer between arterial traffic and low-density residential areas.*

The proposed rezoning is further supported by Goals 1 & 2 of the Chapter 8 Housing of the Comprehensive Plan.

Goal One: *A community in which quality housing is attractive, available, and affordable to all residents.*

Goal Two: *A variety of housing options that meets the needs of an increasingly diverse population.*

Existing Land Use and Zoning

North: Shady Acres subdivision, zoned Single-Family.

East: Westside Elementary School, zoned Commercial General.

South: Undeveloped land outside of the limits of the City of Angleton (Extraterritorial Jurisdiction).

West: Undeveloped land with a Planned District overlay.

The subject property is bordered by State Highway 35 to the north, which is designated as an Existing Arterial roadway in the City's Mobility Plan. The proposed rezoning is consistent with the Future Land Use Plan and aligns with the City's housing goals.

On November 4, 2021 the Planning and Zoning Commission conducted a public hearing and voted unanimously to recommend approval of the ordinance to rezone 35.89 acres of approximately 40 acres of undeveloped land from the Commercial-General zoning district to the Multifamily Residential - 29 zoning district with 6 in favor, 0 opposed, and 1 absent.

RECOMMENDATION:

Staff recommends approval of the request to rezone 35.89 acres of a 39.783-acre parcel of land currently zoned Commercial-General to the Multifamily Residential-29 zoning district.

SUGGESTED MOTION:

I move we recommend approval of the request to rezone 35.89 acres of a 39.783-acre parcel of land currently zoned Commercial-General to the Multifamily Residential-29 zoning district.

ORDINANCE NO. 20211109-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS REZONING 35.89 ACRES FROM CHAPTER 28, ZONING, ARTICLE III ZONING DISTRICTS SECTION 28-57 C-G - COMMERCIAL-GENERAL DISTRICT TO CHAPTER 28 ZONING, ARTICLE III ZONING DISTRICTS SECTION 28-52 MFR-29 MULTIFAMILY RESIDENTIAL-29 DISTRICT (APARTMENTS) OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR REPEAL AND AN EFFECTIVE DATE.

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

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

WHEREAS, on November 4, 2021 the Angleton Planning and Zoning Commission conducted a public hearing regarding a request by Jose Guerrero to rezone 35.89 acres from Chapter 28 Zoning, Article III Zoning Districts Section 28-57 C-G – Commercial General District to the Chapter 28 Zoning, Article III Zoning Districts Section 28-52 Multifamily Residential-29 District (Apartments) of the Code of Ordinances City of Angleton, Texas following lawful publication of the notice of said public hearing; and

WHEREAS, on November 4, 2021 after considering the public testimony received at such hearing, if any, the Planning and Zoning Commission has recommended that the request by Jose Guerrero, to rezone 35.89 acres from Chapter 28 Zoning, Article III Zoning Districts, Section 28-57 C-G – Commercial General District to Chapter 28 Zoning, Article III Zoning Districts, Section 28-52 MFR-29 Multifamily Residential-29 District (Apartments) be approved; and

WHEREAS, on December 14, 2021 the City Council of the City of Angleton conducted a public hearing regarding a request by Jose Guerrero, to rezone 35.89 acres from Chapter 28 Zoning, Article III Zoning Districts Section 28-57 C-G – Commercial General District to Chapter 28 Zoning, Article III Zoning Districts Section 28-52 MFR-29 Multifamily Residential-29 District (Apartments) of the Code of Ordinances City of Angleton, Texas; and

WHEREAS, on December 14, 2021 the City Council of the City of Angleton, Texas approved the request by Jose Guerrero, to rezone 35.89 acres from Chapter 28 Zoning, Article III Zoning Districts Section 28-57 C-G – Commercial General District to Chapter 28 Zoning, Article III Zoning Districts Section 28-52 MFR-29 Multifamily Residential-29 District (Apartments) of the Code of Ordinances City of Angleton, Texas; and

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

WHEREAS, the City Council desires to rezone 35.89 acres from Chapter 28 Zoning, Article III Zoning Districts Section 28-57 C-G – Commercial General District to Chapter 28 Zoning, Article III Zoning Districts Section 28-52 MFR-29 Multifamily Residential-29 District (Apartments) of the Code of Ordinances, City of Angleton, Texas;

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

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

SECTION 2. The request by Jose Guerrero, to rezone 35.89 acres, as described in Exhibit “A,” from Chapter 28 Zoning, Article III Zoning Districts Section 28-57 C-G – Commercial General District to Chapter 28 Zoning, Article III Zoning Districts Section 28-52 MFR-29 Multifamily Residential-29 District (Apartments) of the Code of Ordinances, City of Angleton, Texas be approved.

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

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

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

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

SECTION 7. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said

meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.
Notice was also provided as required by Chapter 52 of the Texas Local Government Code

PASSED AND APPROVED THIS THE 9TH DAY OF NOVEMBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A



METES AND BOUNDS
 35.890 ACRE PARCEL
 LOCATED IN THE
 M.C. TOBIN SURVEY,
 ABSTRACT 699,
 BRAZORIA COUNTY, TEXAS

Being a 35.890 acre parcel of land situated in the M.C. Tobin Survey, Abstract 699, Brazoria County, Texas, and being out of the 39.783 acres being the same called 40.00 acres as described in deed recorded in Brazoria County Clerk's File 2003041292, with the basis of bearings being said deed, and being more particularly described as follows:

BEGINNING, at a 5/8 inch iron rod found in the northern line of Tracts 2-8 called 52.106 acre tract Brazoria County Appraiser District R180456 for the southwest corner of the Angleton I.S.D. as recorded in Volume 890, Page 629 Brazoria County Deed Records, the southeast corner of the 39.783 acres (called 40.00 acres), and marking the southeast corner of the herein described parcel;

THENCE, South 86° 47' 24" West, a distance of 562.70 feet along the northern line of the called 52.106 acres to a 5/8" iron rod with plastic cap set for the southeast corner of 20.9735 acre tract as recorded under B.C.C.F. 2008058547, and marking the southwest corner of the herein described parcel;

THENCE, North 03° 12' 36" West, a distance of 2778.33 feet along the eastern line of the called 20.9735 acre tract to a 5/8 inch iron rod set with plastic cap for the southwest corner of the 3.894 acres remainder of the parent 39.783 acres, and marking the northwest corner of the herein described parcel, and from which a 5/8" iron rod found in the southern right of way of West Mulberry Street for the northeast corner of the called 20.9735 acres, the northwest corner of the parent 39.783 acres, and the northwest corner of the 3.894 acres remainder tract bears North 03° 12' 36" West, a distance of 284.22 feet;

THENCE, North 86° 47' 24" East, a distance of 562.70 feet along the southern line of the 3.894 acres remainder tract to a 5/8" iron rod set with plastic cap in the western line of the Angleton I.S.D. tract for the southeast corner of the 3.894 acres, and marking the northeast corner of the herein described parcel, and from which a 5/8" iron rod set with plastic cap in the southern right of way of West Mulberry Street for the northwest corner of the Angleton I.S.D. tract, the northeast corner of the parent 39.783 acres, and the northeast corner of the 3.894 acres bears North 03° 12' 36" West, a distance of 300.00 feet;

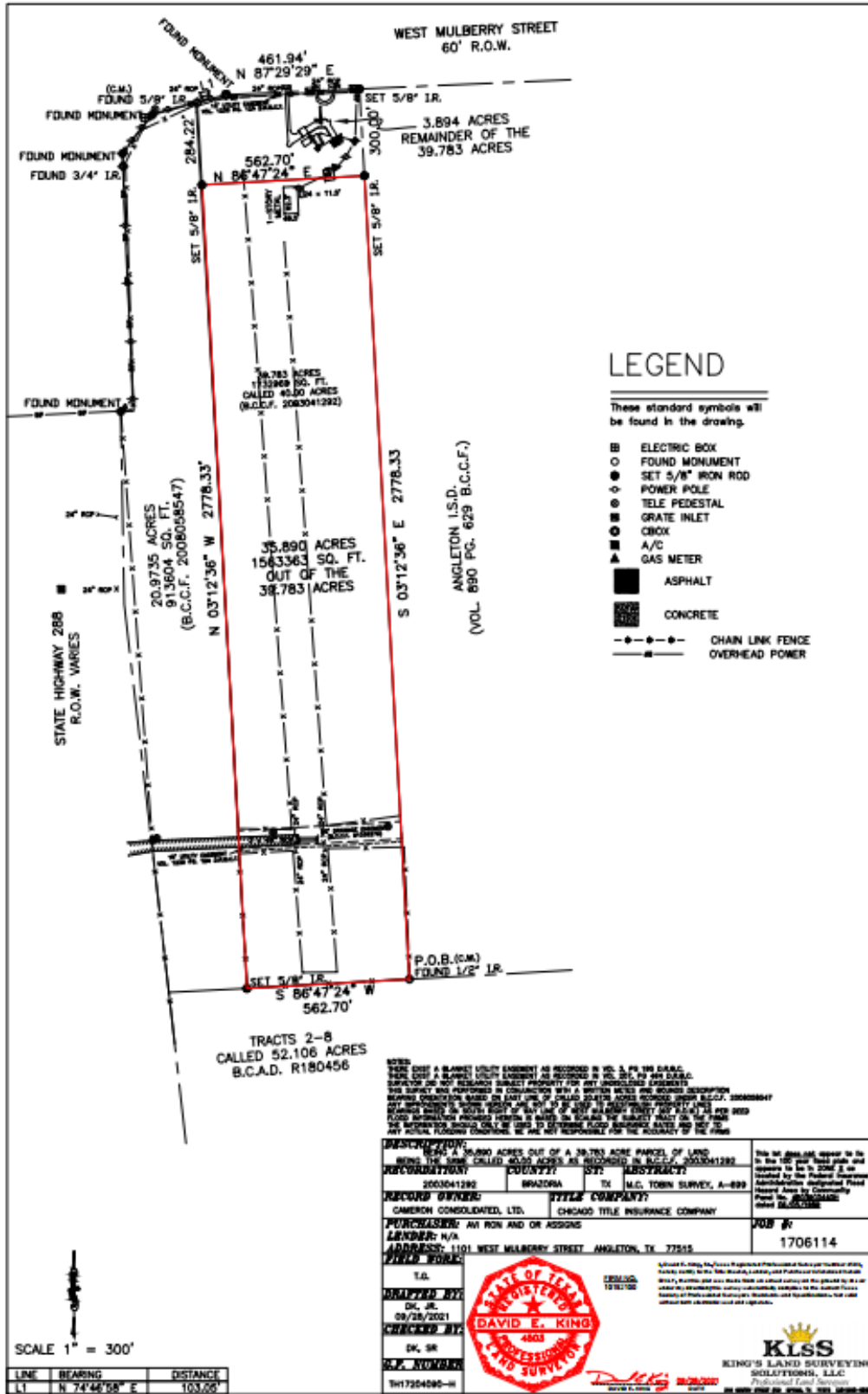
THENCE, South 03° 12' 36" East, a distance of 2778.33 feet along the western line of the Angleton I.S.D. Tract back to the **POINT OF BEGINNING** and containing 35.890 acres of land.

This metes and bounds description was made in conjunction with a survey plat.

David E. King

David E. King, Sr.
 King's Land Surveying Solutions, LLC
 September 28, 2021
 Job Number 1706114
 Firm Number 10152100





NOTE: THIS IS A BLANKET UTILITY EASEMENT AS RECORDED IN VOL. 3, PG. 195 D.B.C. THERE IS NO BLANKET UTILITY EASEMENT AS RECORDED IN VOL. 20, PG. 349 D.B.C. SURVEY AND RECORD SUBJECT PROPERTY FOR ANY UTILITY EASEMENTS. THIS SURVEY WAS PERFORMED IN CONNECTION WITH A SERVICE ORDER AND EASEMENT. SURVEY CONDITIONS BASED ON SAT USE OF CHAIN LINK FENCE ALONG BOUNDARY. SET 5/8" IRON RODS AT CORNERS AND INTERSECTIONS. ALL DISTANCES AND BEARINGS ARE AS SHOWN ON THIS PLAN. FLOOD INFORMATION PROVIDED HEREIN IS BASED ON AVAILABLE SUBJECT MATTER AND DOES NOT CONSTITUTE A FLOOD HAZARD ASSESSMENT. THE USER OF THIS INFORMATION SHOULD ONLY BE USED TO DETERMINE FLOOD HAZARD STATUS AND NOT FOR ANY OTHER PURPOSES. CONSULT THE FLOOD HAZARD MAP FOR THE SUBJECT PROPERTY.

DESCRIPTION: 38.783 ACRES OUT OF A 39.783 ACRE PARCEL OF LAND BEING THE SAME CALLED 45.00 ACRES AS RECORDED IN B.C.C.F. 2003041282		This set of plans appear to be in the 100-foot flood plain and appears to be in Zone 2 as indicated by the Flood Insurance Administration designated Flood Hazard Area by Community Panel No. 2003041282 dated 04/02/08.
RECORD NUMBER: 2003041282	ABSTRACT: BRAZOSIA TX M.C. TOBIN SURVEY, A-899	
RECORD OWNER: CAMERON CONSOLIDATED LTD.	TITLE COMPANY: CHICAGO TITLE INSURANCE COMPANY	JOB # 1706114
PURCHASER: M/R AND OR ASSIGNS		
LANDER: N/A	ADDRESS: 1101 WEST MULBERRY STREET, ANGLETON, TX 77515	

FILED

T.O.
MAPPED BY: DK, JR.
 08/28/2021
CHECKED BY: DK, SR
S.P. NUMBER: SH17204980-H

STATE OF TEXAS
REGISTERED
DAVID E. KING
 4803
PROFESSIONAL
LAND SURVEYOR

KLSS
 KING'S LAND SURVEYING SOLUTIONS, LLC
 Professional Land Surveyors

SCALE 1" = 300'

LINE	BEARING	DISTANCE
11	N 74°46'08" E	103.05



OFFICE USE ONLY	
Date received: _____	Fee: \$ _____
P&Z Public Hearing date: _____	
Date to send cert. letters: _____	
Date to publish: _____	
Proof of taxes paid: _____	date verified: _____

CITY OF ANGLETON RE-ZONE APPLICATION

Name(s) of Property Owner: Avishai Ron

Current Address: 4808 Gibson Street Email: laura@bondrestoration.com

City: Houston State: Texas Zip: 77007

Home Phone: _____ Business Phone: 713-457-5555 Cell: _____

ATTACH PROOF THAT ALL TAXES, FEES AND OBLIGATIONS HAVE BEEN PAID TO THE CITY OF ANGLETON.

Name of Applicant: Jose Guerrero

(If different than Property Owner)

Address: 1824 Spring Street, Suite 100 Email: jguerrero@estudiogroup.com

City: Houston State: Texas Zip: 77007

Home Phone: _____ Business Phone: 713-433-5000 Cell: _____

Address/Location of Property to be Re-zoned: _____

1101 West Mulberry Street, Angleton, Texas 77515

Legal Description: <small>Being a 35.89 acres out of a 39.783 acre parcel of land being the same called 40.00 acres as recorded in B.C.C.F. 2003041292</small>	N/A	N/A	N/A
Metes & Bounds	Lot(s)	Block	Subdivision

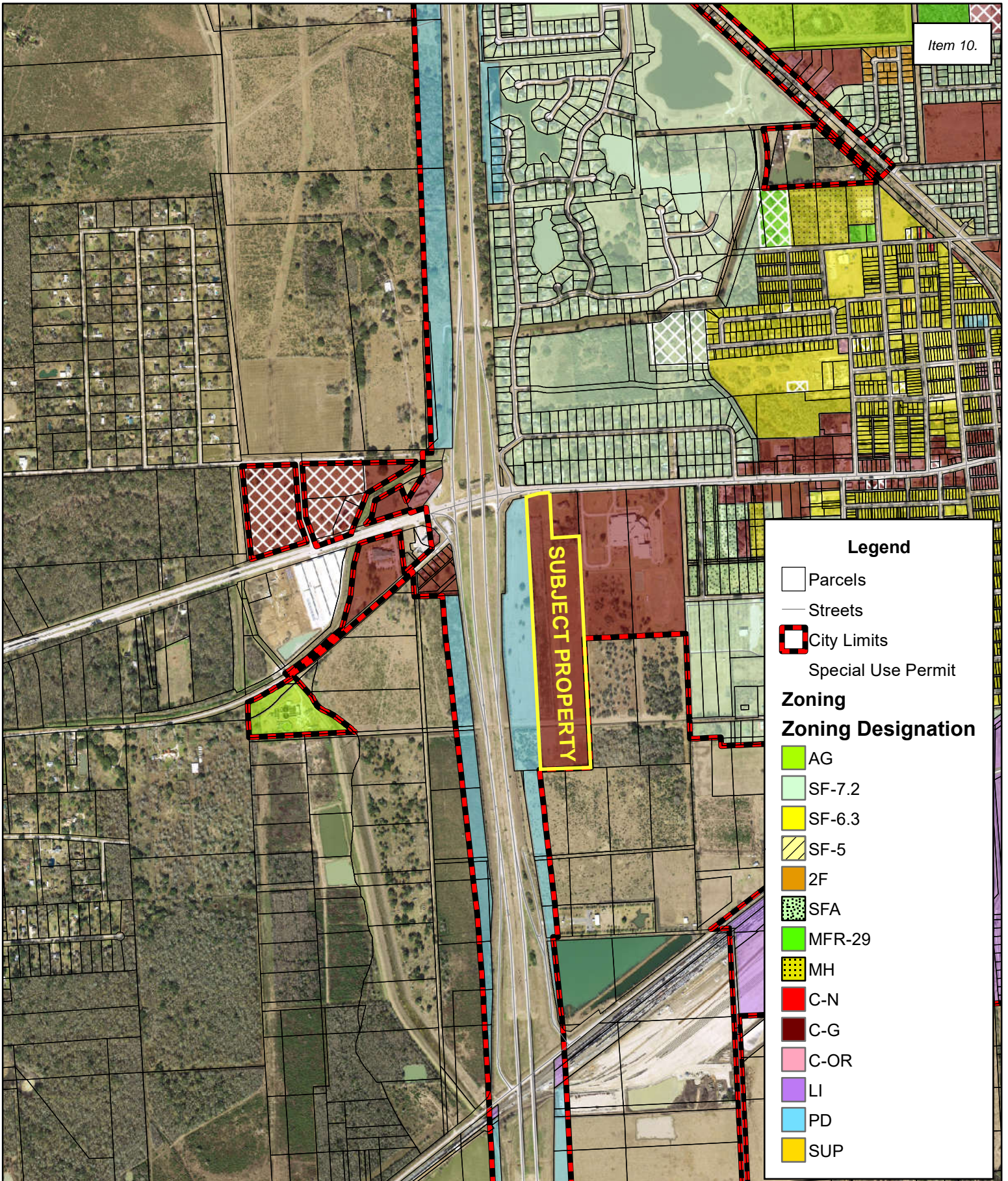
ATTACH MAP/SURVEY OF PROPERTY

Has the property been platted? YES NO

Current Zoning: C-G Current Use: N/A

Proposed Zoning: MFR-29 Proposed Use: Multifamily

Application Fee: \$150.00 (must be submitted with application)



Legend

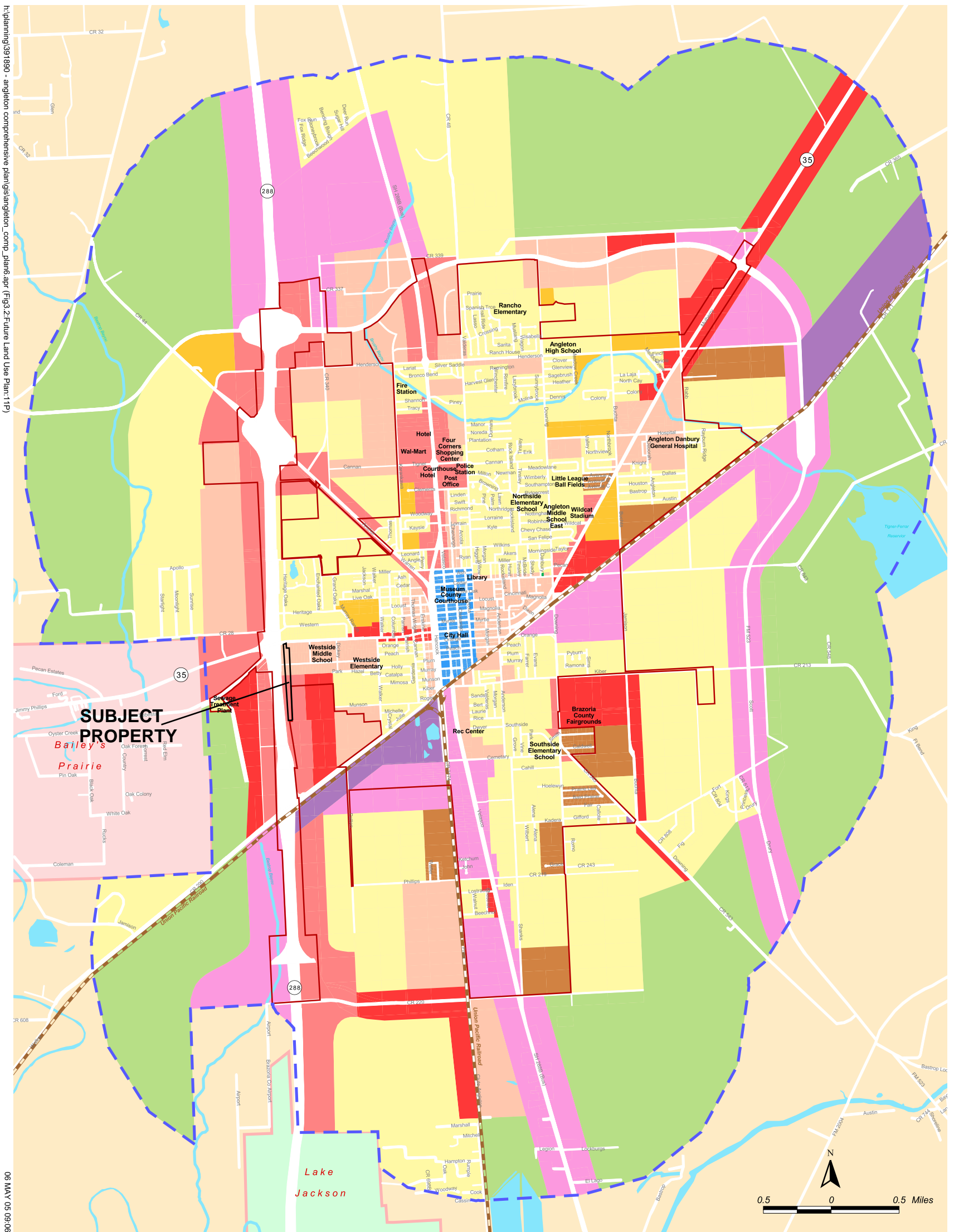
- Parcels
- Streets
- City Limits
- Special Use Permit

Zoning

Zoning Designation

- AG
- SF-7.2
- SF-6.3
- SF-5
- 2F
- SFA
- MFR-29
- MH
- C-N
- C-G
- C-OR
- LI
- PD
- SUP














Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Angleton makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Angleton from any damage, loss, or liability arising from such use.



h:\planning\391890 - angleton comprehensive plan\angleton_comp_plans\app (Fig 3.2)Future Land Use Plan.1(p)

06 MAY 05 09:06

Figure 3.2
Future Land Use Plan

- | | |
|--|---|
|  Agricultural |  Industrial/Commercial |
|  Single Family Residential |  Industrial |
|  Multi-Family Residential |  Downtown |
|  Manufactured Housing |  Right Of Way |
|  Office/Retail/Multi-Family Residential |  Angleton Study Area |
|  Office/Retail |  Angleton City Limits |
|  Commercial | |

NOTE: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.





AGENDA ITEM SUMMARY FORM

MEETING DATE: November 9, 2021

PREPARED BY: Walter E. Reeves Jr., AICP, Development Services Director

AGENDA CONTENT: Discussion and possible action on a resolution calling the public hearing required by Texas Local Government Code Section 372 on levying the assessments for property within the Greystone Public Improvement District (PID).

AGENDA ITEM SECTION: Regular Agenda

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

FUND: None

EXECUTIVE SUMMARY:

Accompanying this agenda summary is a resolution calling the public hearing required by Texas Local Government Code Section 372 on levying assessments for property within the Greystone PID.

RECOMMENDATION:

Staff recommends approval of the resolution.

RESOLUTION NO. 20211026-013

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS CALLING A PUBLIC HEARING TO CONSIDER PROPOSED ASSESSMENTS FOR THE GREYSTONE DEVELOPMENT PUBLIC IMPROVEMENT DISTRICT AND AUTHORIZING REQUIRED NOTICE THEREOF

WHEREAS, pursuant to Chapter 372, Local Government Code, a petition was submitted on June 9, 2020 (the "Petition") to the City Secretary of Angleton, Texas (the "City") requesting the creation of a public improvement district to be called "Greystone Public Improvement District" (the "District"); and

WHEREAS, the Petition satisfies the provisions of Texas Local Government Code, Section 372.005; and

WHEREAS, City deems it advisable to call a public hearing on the proposed assessments for the Greystone Public Improvement District.

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

SECTION 1. A hearing on the proposed assessment roll shall be held by the City Council of the City of Angleton, Texas on November 9, 2021 at 6:00 p.m., at 120 S. Chenango Street, Angleton, Texas 77515 for the purpose of the City Council considering the proposed assessments of the District; the general nature of the improvement, the estimated cost of the improvements, the boundaries of the assessment district; and any written or oral objections to the improvements; and such other related matters as may come before the City Council.

SECTION 2. The City Secretary for the City of Angleton is hereby directed to publish notice of such hearing in a newspaper of general circulation in the City which notice shall be made before the 10th day before the date of the hearing. Such notice shall comply with the provisions of Texas Local Government Code, Section 372.009(c). The City Secretary for the City of Angleton is further directed to mail a written notice containing the information required by Texas Local Government Code, Section 372.016 before the 10th day before the hearing to each owner of property contained within the proposed District. Such notice shall be addressed to "Property Owner" and mailed to the current address of the owner, as reflected on the tax rolls of the City.

SECTION 3. This Resolution shall be passed finally on the date of its introduction and shall take effect immediately upon its passage and approval by the Mayor.

PASSED AND APPROVED THIS THE 26TH DAY OF OCTOBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

City Council action is consideration of the Cost Determination Resolution containing the SAP and Proposed Assessment Roll, and consideration of the Resolution to call the public hearing on the SAP and Proposed Assessment Roll.

If approved, the public hearing will take place on November 9, 2021, for consideration and approval of the SAP and Proposed Assessment Roll, and also at that time additional consideration by City Council of the Reimbursement Agreement. The Reimbursement Agreement sets forth the terms for both deposit and reimbursement of assessment revenue from the collection of assessments levied against the assessed property.

RESOLUTION NO. 20211109-012

A RESOLUTION BY THE CITY OF ANGLETON, TEXAS, DETERMINING COSTS OF THE PROPOSED PUBLIC IMPROVEMENTS IN THE GREYSTONE PUBLIC IMPROVEMENT DISTRICT, APPROVING A PROPOSED ASSESSMENT ROLL, AND MAKING RELATED FINDINGS AND DETERMINATIONS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City of Angleton, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district;

WHEREAS, Annette R. Collard, Property Owner filed on February 10, 2020, with the City Secretary of the City, a petition (the "Petition") requesting the establishment of a public improvement district;

WHEREAS, after providing all notices required by the Act and the Texas Government Code Chapter 551, the City Council on June 9, 2020 conducted a public hearing to consider comments for and against the creation of the District and the advisability of the proposed public improvements and, after closing the public hearing, passed and approved Resolution No. 202000609-08 on June 9, 2020 (the "PID Creation Resolution") authorizing creation of the Greystone Public Improvement District ("District");

WHEREAS, in accordance with Section 372.010 of the Act, notice of the resolution creating the District was published in The Brazoria County Facts on June 9, 2020;

WHEREAS, the City has reviewed the Preliminary Service and Assessment Plan attached to this Resolution as "Exhibit A" and the Proposed Assessment Roll attached as "Exhibit F" to such Preliminary Service and Assessment Plan;

WHEREAS, in accordance with Section 372.016 of the Act, the City Council desires to make certain determinations and findings with regard to the total cost of the "Authorized Improvements" set forth in the Preliminary Service and Assessment Plan attached to this Resolution as "Exhibit A";

WHEREAS, in accordance with Section 372.016 of the Act, the City Council also desires to approve the Proposed Assessment Roll, which is included as "Exhibit F" to the Preliminary Service and Assessment Plan attached to this Resolution as "Exhibit A," cause the Proposed Assessment Roll to be filed with the City Secretary, and to direct the City Secretary to make the Proposed Assessment Roll available for public inspection and publish notice of the City Council's intention to consider the proposed assessments at a public hearing, all in accordance with the requirements of the Act.

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

SECTION 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are incorporated into this Resolution for all purposes by this reference.

SECTION 2. The City Council hereby finds, declares, and directs:

Determination of Cost. The cost determinations for the proposed Authorized Improvements set forth in the Preliminary Service and Assessment Plan attached to this Resolution as “Exhibit A” are hereby approved.

Proposed Assessment Roll. The Proposed Assessment Roll included in the Preliminary Service and Assessment Plan attached to this Resolution as “Exhibit A,” stating the assessment against each parcel of assessable land in the District as determined by the method of assessment set forth in said Preliminary Service and Assessment Plan is hereby approved, and the City Council declares that the Proposed Assessment Roll is hereby filed with the City Secretary. The City Council hereby directs the City Secretary to make the Proposed Assessment Roll available for public inspection and publish notice of the City Council’s intention to consider the proposed assessments at a public hearing, all in accordance with the requirements of the Act.

SECTION 3. City Council hereby authorizes and directs City Secretary to take the actions described in Section 2 of this Resolution and authorizes and directs staff to prepare the required resolutions, ordinances, agreements, service and assessment plan, assessment roll and other documents necessary for the City Council to effectuate the PID Creation Resolution and this Resolution.

SECTION 4. The City Council hereby declares that written notice of the date, hour, and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 5. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED THIS THE 9TH DAY OF NOVEMBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A

Preliminary Service and Assessment Plan – including the Proposed Assessment Roll

Greystone Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

OCTOBER 26TH, 2021



AUSTIN, TX | NORTH RICHLAND HILLS, TX

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INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” or an “Appendix” shall be a reference to a Section of this Service and Assessment Plan, or an Exhibit or an Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On June 9, 2020, the City passed and approved Resolution No. 20200609-008 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 38.53 acres located within the corporate limits of the City, as described by metes and bounds on **Exhibit B** and depicted on **Exhibit A**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel of Assessed Property within the District determined by the method chosen by the City. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by the Authorized Improvements. The Assessment Roll is included as **Exhibit F**.

SECTION I: DEFINITIONS

“Actual Costs” mean with respect to Authorized Improvements, the Owner’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the total amount of Authorized Improvements as set forth in this Service and Assessment Plan. Actual Costs may include: (1) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of costs; (4) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, and governmental fees and charges.

“Administrator” means an employee or designee of the City who shall have the responsibilities provided in this Service and Assessment Plan, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act; and (8) administering the construction of the Authorized Improvements. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means, with respect to each Parcel, the annual installment payment of an Assessment as calculated by the Administrator, approved by the City Council, and shown on an Assessment Roll, and includes: (1) principal; (2) interest; and (3) Annual Collection Costs.

“Annual Service Plan Update” means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against a Parcel within the District and imposed pursuant to the PID Act, the Assessment Ordinance, and the provisions of this Service and Assessment Plan, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. The Assessment for a Parcel consists of the principal portion of the Annual Installments to be collected in all years.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Initial Parcel as shown on an Assessment Roll.

“Assessment Plan” means the methodology employed to determine the Assessments for the Actual Costs of the Authorized Improvements against Assessed Property based on the special benefits conferred on such Assessed Property by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means any assessment roll for Assessed Property, including the Assessment Roll attached as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates in connection with any Annual Service Plan Update.

“Authorized Improvements” means those public improvements authorized by Section 372.003 of the PID Act and described in **Section III** which are constructed for the special benefit of the property within the District, and which estimated costs are shown on **Exhibit C**.

“City” means the City of Angleton, Texas.

“City Council” means the governing body of the City.

“County” means Brazoria County, Texas.

“Delinquent Collection Costs” mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan including penalties and reasonable attorney’s fees actually paid but excluding amounts representing interest and penalty interest.

“District” means the Greystone Public Improvement District containing approximately 38.53 acres located within the corporate limits of the City, which is legally described by metes and bounds on **Exhibit B** and depicted on **Exhibit A**.

“District Formation Costs” means the costs and expenses directly associated with forming the District, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, City costs, first year Annual Collection Costs, and any other cost or expense directly associated with the establishment of the District.

“Engineer’s Report” means a report provided by a licensed professional engineer that identifies the Authorized Improvements, including their costs, location, and benefit.

“Initial Parcel” means the approximately 38.53 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit B** and depicted on **Exhibit A**.

“Lot” means for any portion of the District for which a final subdivision plat has been recorded in the official public records of the County, a tract of land described by “lot” in such final and recorded subdivision plat.

“Maximum Assessment” means, for each Residential Lot, as shown in **Exhibit H** attached hereto, which amount shall be reduced annually based on the principal paid as part of the Annual Installment.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefitted Property at the time the Assessments are (1) imposed, or (2) reallocated pursuant to a subdivision of a Parcel that is not assessed.

“Notice of Assessment Termination” means a recorded document evidencing the termination of an Assessment, a form of which is attached as **Exhibit J**.

“Owner” means Greystone Angleton, LLC., a Texas limited liability company, including its successors and assigns.

“Parcel” or **“Parcels”** means a specific property within the District identified by any of the following: (i) by a tax map identification number assigned by the Brazoria County Appraisal District for real property tax purposes, (ii) by metes and bounds description, (iii) by lot and block number in a final subdivision plat recorded in the official public records of the County, or (iv) by any other means determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

“Prepayment Costs” means interest, Delinquent Collection Costs and Annual Collection Costs to the date of Prepayment.

“Reimbursement Agreement” means that certain “PID Reimbursement Agreement – Greystone Public Improvement District,” effective November 9, 2021 by and between the City and the Owner, in which the Owner agrees to construct the Authorized Improvements and to fund certain Actual Costs of the Authorized Improvements, and the City agrees to reimburse the Owner for Actual Costs of the Authorized Improvements paid solely from the revenue collected by the City from Assessments, including Annual Installments.

“Reimbursement Obligation” means an amount not to exceed the principal amount secured by the Assessments to be paid to the Owner pursuant to the Reimbursement Agreement, as shown on **Exhibit G**. The Annual Installments for the Reimbursement Obligation are also shown on **Exhibit G**.

“Residential Lot” means a Lot in the District which is anticipated to contain a single-family home.

“Service and Assessment Plan” means this Greystone Public Improvement District Service and Assessment Plan as updated, amended or supplemented from time to time.

“Service Plan” means the plan that defines the annual indebtedness and projected costs of the Authorized Improvements, and covers a period of at least five years, more specifically described in **Section IV**.

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SECTION II: THE DISTRICT

The District includes approximately 38.53 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit B** and depicted on **Exhibit A**. Development of the District is anticipated to include 111 Residential Lots.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and its engineer and reviewed by City staff and by third-party consultants retained by the City, has determined that the costs described below are costs of Authorized Improvements, as defined by the PID Act, that confer a special benefit on the Assessed Property. All Authorized Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City. The budget for the Authorized Improvements is shown on **Exhibit C**.

A. Authorized Improvements

- *Roadway*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, intersections, signage and striping, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within the District.

- *Water*

Improvements including trench excavation and embedment, trench safety, plastic/metal piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide water service. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within the District.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, manholes, concrete flumes, rock rip rap, detention ponds, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances to provide storm drainage for all Lots within the District.

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, inspection fees, engineering, testing, material testing, survey, construction management, contingency, and District Formation Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and

governmental powers and is conclusive and binding on the Owner, as the owner of Assessed Property within the District, and all future owners and developers of Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by City staff and by third-party consultants retained by the City, has determined that the Actual Costs of the Authorized Improvements shall be allocated entirely to the Initial Parcel. Upon subdivision of the Initial Parcel, the cost of the Authorized Improvements shall be reallocated further as described in **Section VI**.

B. Assessments

Assessments will be levied on the Initial Parcel in the amount shown on the Assessment Roll, attached hereto as **Exhibit F**. The projected Annual Installments for the District are shown on **Exhibit G**. Upon subdivision of the Initial Parcel by the recording of a final plat in the official public records of the County, Assessments will be reallocated pursuant to **Section VI**.

The projected Assessment and Annual Installment shown on **Exhibit G** are preliminary and are subject to change based on the land uses contained within the final plat, but in no case will the Assessment for any Residential Lot exceed the Maximum Assessment.

Under the Reimbursement Agreement, Assessments, including Annual Installments, may only be used to pay the Actual Costs of the Authorized Improvements based on the special benefit conferred on the Assessed Property by the Authorized Improvements. Revenue generated from the levy of an Assessment, including the collection of Annual Installment, from a Parcel of Assessed Property may not be applied against the obligation of an Assessment, levied against another Parcel of Assessed Property, including an Annual Installment.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by City, has found and determined:

- The estimated total cost of the Authorized Improvements equal \$2,256,695.65 as shown on **Exhibit C**.
- The Assessed Property receives special benefit from the Authorized Improvements equal to or greater than the Actual Cost of the Authorized Improvements.

- The Initial Parcel is allocated 100% of the Assessments, which equal \$1,842,530.00, levied for the Authorized Improvements, as shown on the Assessment Roll attached hereto as **Exhibit F**.
- The special benefit (\geq \$2,256,695.66) received by the Initial Parcel from the Authorized Improvements is equal to or greater than the amount of the Assessments (\$1,842,530.00) levied on the Initial Parcel for payment of the Actual Costs of the Authorized Improvements.
- At the time the City Council adopted the Assessment Ordinance and approved the Service and Assessment Plan, the Owner owned 100% of the Initial Parcel. The Owner, as the owner of 100% of the Initial Parcel, acknowledged that the Authorized Improvements confer a special benefit on the Initial Parcel and consented to the imposition of the Assessments to pay for the Actual Costs of the Authorized Improvements associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (2) the approval of the Service and Assessment Plan and the adoption of the Assessment Ordinance, and (3) the levying of Assessments on the Initial Parcel.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for by each Parcel of Assessed Property pro rata based on the ratio of the amount of outstanding Assessment remaining on such Parcel to the total outstanding Assessment on all Parcels of Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (with or without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the number of Residential Lots within the newly divided Assessed Property

D = the sum of the number of Residential Lots for all of the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property

E = the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Value

for Lot Type 1 and Lot Type 2 are shown on **Exhibit G** and will not changes in future Annual Service Plan Updates.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be reflected in the next Annual Service Plan Update and approved by the City Council.

B. Mandatory Prepayment of Assessments

If any Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring such Assessed Property shall pay to the City the full amount of the Assessment on such Assessed Property, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of any Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type exceeding the Maximum Assessment shall be reduced to the Maximum Assessment, and (ii) the obligation under the Reimbursement Agreement shall be reduced by the amount of the Maximum Assessment multiplied by the number of Residential Lots.

D. Reduction of Assessments

If, as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the City Council

shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with interest: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall submit the revised Assessment Roll for the City Council's approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable Notice of Assessment Termination, a form of which is attached as **Exhibit J**.

If an Assessment is paid in part, with interest: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall submit the revised Assessment Roll for the City Council's approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G** shows the projected Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

If any Parcel shown on the Assessment Roll is assigned multiple tax identification numbers, the Annual Installment shall be allocated pro rata based on the acreage of the property as shown by Brazoria County Appraisal District for each tax identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs shall be paid for by each Parcel of Assessed Property pro rata based on the ratio of the amount of outstanding Assessment remaining on such Parcel to the total outstanding Assessment on all Parcels of Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem

taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installment therefor that are delinquent shall incur Delinquent Collection Costs.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property. The Owner will remain liable to pay in Annual Installments, or as otherwise provided by this Service and Assessment Plan, as updated, or the Act, the Assessment that remains due on the Remaining Property. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment.

Following the initiation of the Taking, the Administrator will be required, as part of the next Annual Service Plan Update, to determine the portion of the Assessment that was levied against the Assessed Property that would have been allocated to the Taken Property prior to its

reclassification as Non-Benefitted Property based on a manner that results in imposing equal shares of the costs of the applicable Authorized Improvements on property similarly benefitted.

Within 30 days of the receipt by the owner of the funds received from the entity taking the Taken Property, the owner shall make a Prepayment of the Assessment in an amount equal to the lesser of (i) the amount the owner received as a result of the Taking or (ii) the amount determined by the Administrator in the above paragraph; provided, however, that in all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the portion of the \$100 Assessment that would have been allocated to the Taken Property prior to its reallocation is \$10 and the owner receives \$8 as compensation for the Taken Property as a result of the Taking, the Owner shall be required to pay \$8 as a Prepayment of the Assessment against the Remaining Property (in addition to any other amount that would be required to ensure the Assessment does not exceed the Maximum Assessment). Alternatively, in the above scenario, if the owner receives \$20 in compensation for the Taken Property, the owner shall be required to pay \$10 as a Prepayment of the Assessment.

Notwithstanding the previous two paragraphs, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed as shown on a final plat, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the total amount of the Assessment levied against the Taken Property and, and the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

SECTION VII: ASSESSMENT ROLL

The Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel of Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of providing such notice and the response thereto. The City Council shall consider the owner's notice of error and the Administrator's response at a public hearing, and within 30 days after closing such hearing, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the Assessment Ordinance, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

Exhibit A	District Boundary Map
Exhibit B	District Legal Description
Exhibit C	Authorized Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses of Funds
Exhibit F	Assessment Roll
Exhibit G	District Projected Annual Installments
Exhibit H	Maximum Assessment and Tax Rate Equivalent
Exhibit I	Maps of Authorized Improvements
Exhibit J	Form of Notice of Assessment Termination
Exhibit K	Engineer's Opinion of Probable Cost
Exhibit L	Residential Lot Buyer Disclosure

EXHIBIT A – DISTRICT BOUNDARY MAP

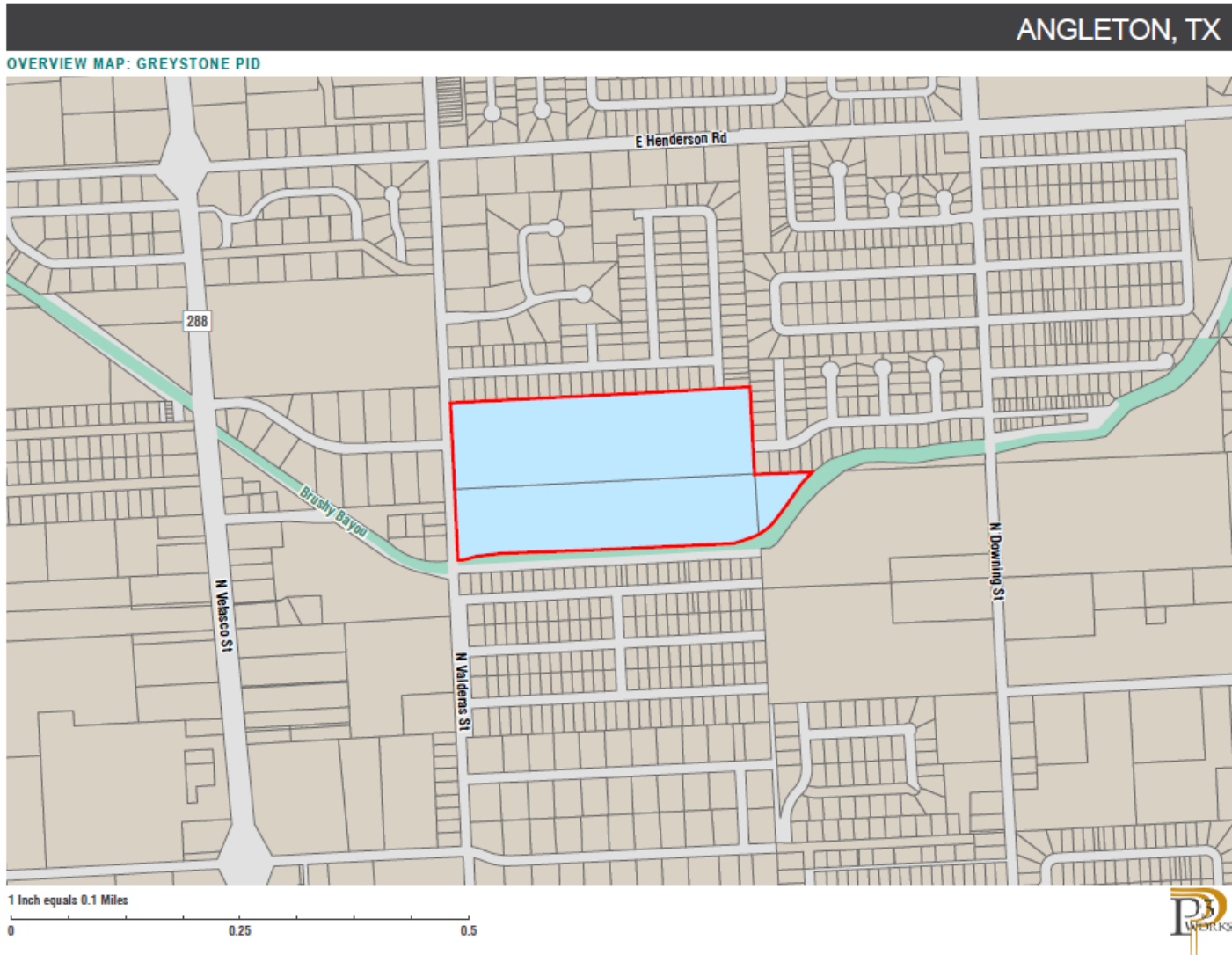


EXHIBIT B – DISTRICT LEGAL DESCRIPTION

Being a tract of land containing 38.53 acres (1,678,328 square feet), located within J. De J. Valderas, Survey, Abstract Number (No.) 380 and the T. S. Lee Survey, Abstract No. 318, in Brazoria County, Texas; Said 38.53 acre tract being all of a called 38.53 tract recorded in the name of Bret Shawn Collard and wife, Annette Roberts Collard under Brazoria County Clerk's File (B.C.C.F.) No. 2009034072, being a portion of Tract 112 and 113 of the New York and Texas Land Company Subdivision of the J. De. J. Valderas survey recorded in Volume (Vol.) 26, Page 140 of the Brazoria County Deed Records (B.C.D.R.), and a portion of Tract 15 of the New York and Texas Land Company Subdivision of the T. S. Lee Survey recorded in Vol. 42, Page 164 of the B.C.D.R.; Said 38.53 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 1-inch iron pipe found on the west line of Brookhollow Subdivision recorded in Vol. 15, Page 303 of the B.C.P.R., at the southeast corner of Greenridge North Subdivision, Section II recorded in Vol. 15, Page 385 of the B.C.P.R., for the northeast corner of the herein described tract;

THENCE, with the west line of said Brookhollow Subdivision, South 02 degrees 43 minutes 18 seconds East, a distance of 496.94 feet to a 1-inch iron pipe found at the southwest corner of said Brookhollow Subdivision, for an interior corner of the herein described tract;

THENCE, with the south line of said Brookhollow Subdivision, North 87 degrees 09 minutes 36 seconds East, at a distance of 306.19 feet pass a 1/2-inch iron rod found on the northwest line of a 130-foot drainage easement recorded in Vol. 1725, Page 739 of the B.C.D.R. for reference, continue in all a distance of 370.89 feet to a point for corner at the northwest corner of a called 38.53 acre tract recorded in the name of Stacy Lynn Downing Sears under B.C.C.F. No. 2009034072;

THENCE, with the west line of said 38.53 acre tract the following two (2) courses:

- 1. South 43 degrees 36 minutes 08 seconds West, a distance of 510.58 feet to a point for an interior corner of the herein described tract;
- 2. South 02 degrees 54 minutes 55 seconds East, a distance of 73.73 feet to an X-cut in concrete found at the northeast corner of Plantation North Subdivision recorded under Vol. 15, Page 163 of the B.C.P.R., for the southeast corner of the herein described tract;

THENCE, with the north line of said Plantation North Subdivision, South 87 degrees 08 minutes 47 seconds West, a distance of 1,748.51 feet to a point on the east right-of-way (R.O.W.) line of Valderas Street (called sixty feet wide per Vol. 26, Page 140 of the B.C.D.R.), at the northwest corner of said Plantation North Subdivision, for the southwest corner of the herein described tract;

THENCE, with the east R.O.W. line of said Valderas Street, North 02 degrees 53 minutes 04 seconds West, a distance of 922.70 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of Greenridge North Subdivision, Section One recorded under Vol. 15, Page 325 of the B.C.P.R., for the northwest corner of the herein described tract;

THENCE, with the south lines of said Greenridge North Subdivision, Section One and said Greenridge North Subdivision, Section II, North 87 degrees 09 minutes 10 seconds East, a distance of 1,749.27 feet to the POINT OF BEGINNING and containing 38.53 acres of land.



EXHIBIT C – AUTHORIZED IMPROVEMENTS

Authorized Improvements	Total Costs¹
Roadway	\$ 977,646
Water	214,471
Wastewater	291,387
Storm Drainage	677,263
Soft Costs	95,929
Total	\$ 2,256,696

Footnotes:

1) See Exhibit K for detailed Engineer's Report

EXHIBIT D – SERVICE PLAN

Greystone Public Improvement District						
Annual Installments ¹		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ -	\$ 32,091.59	\$ 33,420.18	\$ 34,803.78	\$ 36,244.65
Interest		\$ -	\$ 76,280.74	\$ 74,952.15	\$ 73,568.55	\$ 72,127.68
	(1)	\$ -	\$ 108,372.33	\$ 108,372.33	\$ 108,372.33	\$ 108,372.33
Annual Collection Costs	(2)	\$ 18,000.00	\$ 18,360.00	\$ 18,727.20	\$ 19,101.74	\$ 19,483.78
Total Annual Installment	(3) = (1) + (2)	\$ 18,000.00	\$ 126,732.33	\$ 127,099.53	\$ 127,474.07	\$ 127,856.11

Footnotes:

1) Preliminary, subject to change.

EXHIBIT E – SOURCES AND USES OF FUNDS

Sources of Funds	
Reimbursement Obligation	\$ 1,842,530
Owner Contribution ¹	414,166
Total Sources	\$ 2,256,696

Uses of Funds	
Authorized Improvements	
Roadway	\$ 977,646
Water	214,471
Wastewater	291,387
Storm Drainage	677,263
Soft Costs	95,929
	\$ 2,256,696
Total Uses	\$ 2,256,696

Footnotes:

1) Non-reimbursable to the Owner through Assessments.

EXHIBIT F – ASSESSMENT ROLL

Property ID¹	Outstanding Assessment	Annual Installment Due 1/31/22
Initial Parcel	\$ 1,842,530.00	\$ 18,000.00
Total	\$ 1,842,530.00	\$ 18,000.00

Footnotes:

1) The Initial Parcel is fully contained within Property ID 171355.

EXHIBIT G – PROJECTED ANNUAL INSTALLMENTS

Annual Installments Due 1/31	Principal	Interest ²	Annual Collection Costs	Total Annual Installment ¹
2022	\$ -	\$ -	\$ 18,000.00	\$ 18,000.00
2023	\$ 32,091.59	\$ 76,280.74	\$ 18,360.00	\$ 126,732.33
2024	\$ 33,420.18	\$ 74,952.15	\$ 18,727.20	\$ 127,099.53
2025	\$ 34,803.78	\$ 73,568.55	\$ 19,101.74	\$ 127,474.07
2026	\$ 36,244.65	\$ 72,127.68	\$ 19,483.78	\$ 127,856.11
2027	\$ 37,745.18	\$ 70,627.15	\$ 19,873.45	\$ 128,245.78
2028	\$ 39,307.83	\$ 69,064.50	\$ 20,270.92	\$ 128,643.25
2029	\$ 40,935.18	\$ 67,437.16	\$ 20,676.34	\$ 129,048.67
2030	\$ 42,629.89	\$ 65,742.44	\$ 21,089.87	\$ 129,462.20
2031	\$ 44,394.77	\$ 63,977.56	\$ 21,511.67	\$ 129,884.00
2032	\$ 46,232.71	\$ 62,139.62	\$ 21,941.90	\$ 130,314.23
2033	\$ 48,146.75	\$ 60,225.58	\$ 22,380.74	\$ 130,753.07
2034	\$ 50,140.02	\$ 58,232.31	\$ 22,828.35	\$ 131,200.68
2035	\$ 52,215.82	\$ 56,156.51	\$ 23,284.92	\$ 131,657.25
2036	\$ 54,377.55	\$ 53,994.78	\$ 23,750.62	\$ 132,122.95
2037	\$ 56,628.78	\$ 51,743.55	\$ 24,225.63	\$ 132,597.96
2038	\$ 58,973.22	\$ 49,399.11	\$ 24,710.14	\$ 133,082.47
2039	\$ 61,414.71	\$ 46,957.62	\$ 25,204.35	\$ 133,576.68
2040	\$ 63,957.28	\$ 44,415.05	\$ 25,708.43	\$ 134,080.76
2041	\$ 66,605.11	\$ 41,767.22	\$ 26,222.60	\$ 134,594.93
2042	\$ 69,362.56	\$ 39,009.77	\$ 26,747.05	\$ 135,119.38
2043	\$ 72,234.17	\$ 36,138.16	\$ 27,281.99	\$ 135,654.32
2044	\$ 75,224.66	\$ 33,147.67	\$ 27,827.63	\$ 136,199.96
2045	\$ 78,338.96	\$ 30,033.37	\$ 28,384.19	\$ 136,756.52
2046	\$ 81,582.20	\$ 26,790.13	\$ 28,951.87	\$ 137,324.20
2047	\$ 84,959.70	\$ 23,412.63	\$ 29,530.91	\$ 137,903.24
2048	\$ 88,477.03	\$ 19,895.30	\$ 30,121.53	\$ 138,493.86
2049	\$ 92,139.98	\$ 16,232.35	\$ 30,723.96	\$ 139,096.29
2050	\$ 95,954.58	\$ 12,417.75	\$ 31,338.44	\$ 139,710.77
2051	\$ 99,927.10	\$ 8,445.23	\$ 31,965.20	\$ 140,337.53
2052	\$ 104,064.08	\$ 4,308.25	\$ 32,604.51	\$ 140,976.84
Total	\$ 1,842,530.00	\$ 1,408,639.91	\$ 762,829.93	\$ 4,013,999.84

Footnotes:

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

2) The interest rate on the Reimbursement Obligation is estimated at a 4.14% rate.

EXHIBIT H – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units ¹	Estimated Buildout Value Per Unit ¹	Estimated Buildout Value	Total Assessment	Maximum Assessment per Unit	Average Annual Installment	Average Annual Installment per Unit	PID Equivalent Tax Rate
Residential Lot	111	\$ 375,000	\$ 41,625,000	\$ 1,842,530	\$ 16,599	\$ 133,200	\$ 1,200	\$ 0.3200
Total	111		\$ 41,625,000	\$ 1,842,530		\$ 133,200		

Footnotes:

1) Per information provided by the Owner.

EXHIBIT I – MAP OF AUTHORIZED IMPROVEMENTS

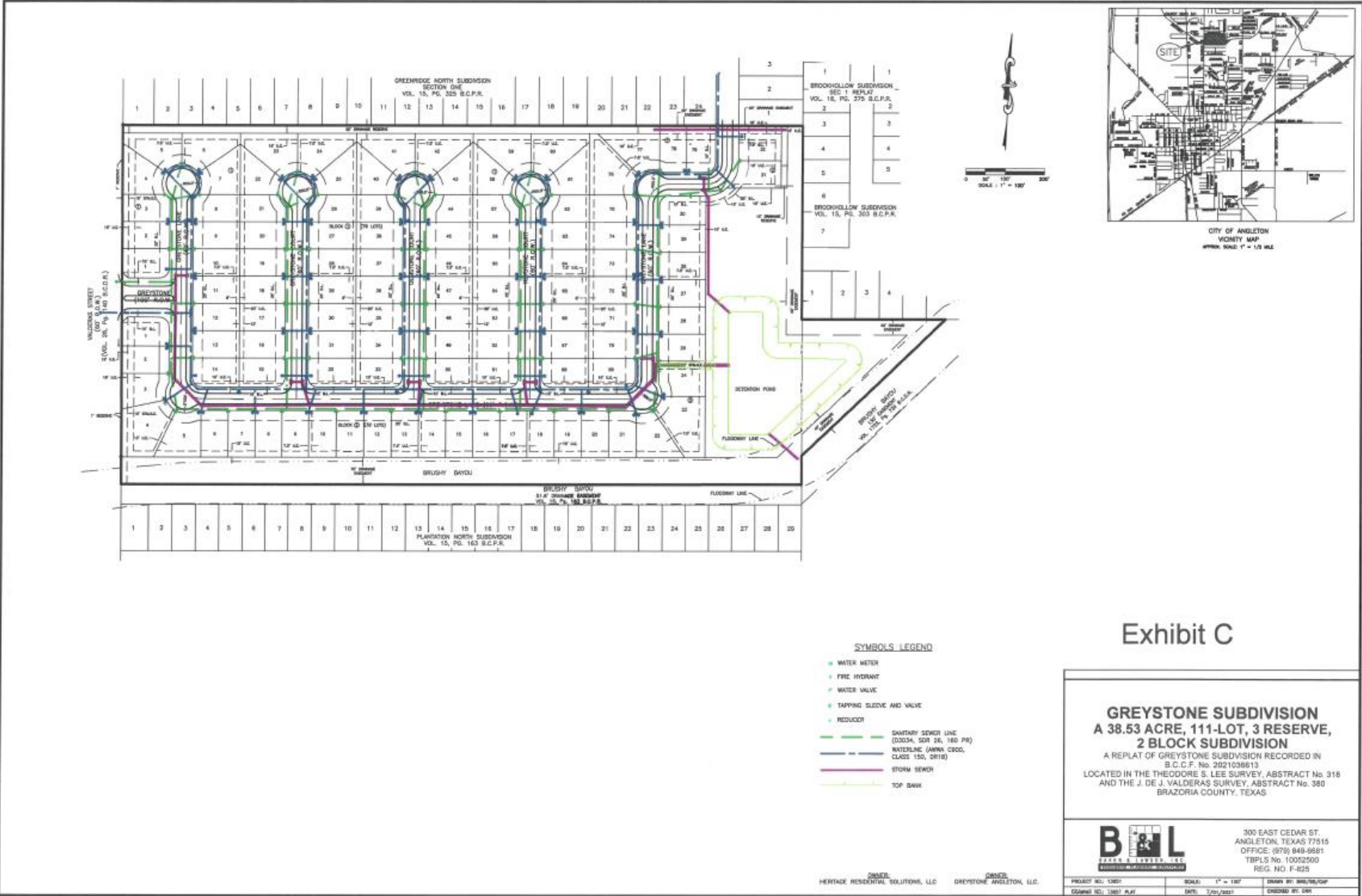


EXHIBIT J – FORM OF NOTICE OF ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Brazoria County Clerk’s Office
Honorable [County Clerk Name]
Courthouse County Clerk’s Office
111 E. Locust, Suite 200
Angleton, TX 77515

Re: City of Angleton Lien Release Documents for Filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Angleton is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Angleton
Attn: [City Secretary]
121 S. Velasco
Angleton, TX 77515

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com
www.P3-Works.com

[legal description], a subdivision in Brazoria County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Brazoria County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Brazoria County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF ANGLETON, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Angleton, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT K – ENGINEER’S REPORT



October 5, 2021

Re: Engineer’s Report
Greystone Subdivision
Angleton, Texas

Introduction

Greystone is a single family development including approximately 38.53 Acres and includes 111 single-family homes located in Angleton, Texas as depicted on Exhibit A. This Engineer’s report includes the documents requested for the formation of the PID.

Development Costs:

An Engineers’ Opinion of Probably Cost (EOPC) has been prepared for all off-site and on-site infrastructure and is included as Exhibit B

Development Improvements:

Development improvements are separated into Public and Private improvements. The Public Improvements will be included in the PID.

Public improvements are included on Exhibit C.


Douglas B. Roesler, P.E.



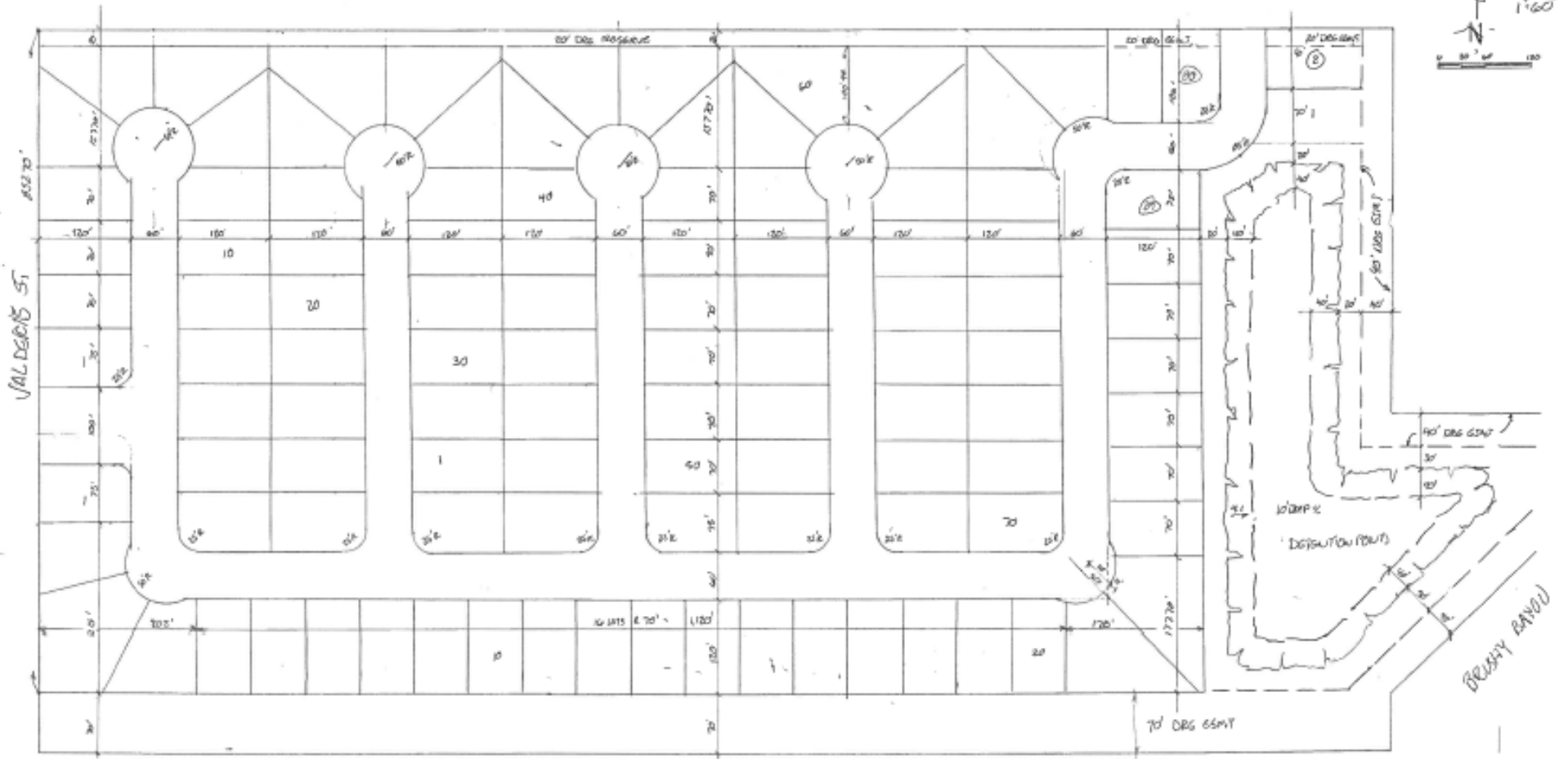
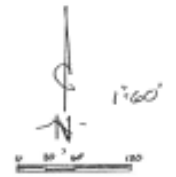
10-05-21

DOUGLAS B. ROESLER, P.E. - Principal Engineer
4005 TECHNOLOGY DRIVE, SUITE 1530, ANGLETON, TEXAS 77515
(979) 849-6681 • Fax (979) 849-4689

Texas Registered Engineering Firm F-825 • Texas Board Of Professional Land Surveying No. 10052500

S. REMINGTON ST.

11-2-3



BRUSHY BAYOU

GREYSTONE SUBDIVISION - 111 LOTS

EXHIBIT A
Conceptual Plan

**PID COST SUMMARY
GREYSTONE SUBDIVISION
OCTOBER 5, 2021**

ITEM	SPEC	ITEM DESCRIPTION	UNIT	PUBLIC			PRIVATE			TOTAL
				QUANTITY	PRICE	EXTENSION	QUANTITY	PRICE	EXTENSION	
1	1	Clearing Right of Way - Demolition	L.S.	1	\$ 20,000.00	\$ 20,000.00	-	-	-	\$ 20,000.00
2	2	Clearing and Grubbing	AC.	38.49	\$ 2,500.00	\$ 96,225.00	-	-	-	\$ 96,225.00
3	4	Roadway Excavation (Includes Lot Grading)	C.Y.	2104	\$ 4.60	\$ 9,678.40	\$2,896.00	\$4.60	\$13,321.60	\$23,000.00
4	6	Detention Pond Excavation (Includes Lot Grading)	C.Y.	28523	\$ 4.60	\$ 131,205.80	\$6,033.00	\$4.60	\$27,751.80	\$158,957.60
5	6	Excavation - Backyard Swale	L.F.	1350	\$ 8.00	\$ 10,800.00	-	-	-	\$ 10,800.00
6	6	Excavation - Reshape and Regrade Exist. Ditch	L.F.	800	\$ 8.00	\$ 6,400.00	-	-	-	\$ 6,400.00
7	6	Excavation - 6' Flat Bottom Swale	L.F.	150	\$ 8.00	\$ 1,200.00	-	-	-	\$ 1,200.00
8	14	Remove & Replace 7" Concrete Pavement	S.F.	369	\$ 8.50	\$ 3,136.50	-	-	-	\$ 3,136.50
9	30	6" Lime Stabilized Subgrade	S.Y.	17469	\$ 2.00	\$ 34,938.00	-	-	-	\$ 34,938.00
10	30	Lime (7% by Weight)	Ton	275.1	\$ 194.80	\$ 53,534.46	-	-	-	\$ 53,534.46
11	70	Concrete Pavement 6" Thick	S.Y.	16298	\$ 41.40	\$ 674,737.20	-	-	-	\$ 674,737.20
12	70	Concrete Curb (4" to 6")	L.F.	10543	\$ 3.60	\$ 37,954.80	-	-	-	\$ 37,954.80
13	74	Concrete Sidewalk	S.F.	2186	\$ 6.50	\$ 14,209.00	-	-	-	\$ 14,209.00
14	74	Concrete Wheelchair Ramps	EA.	10	\$ 1,914.60	\$ 19,146.00	-	-	-	\$ 19,146.00
15	75	Conc. Slope Paving - Pipe Outfall w/ Cut-Off	Ea.	2	\$ 4,929.60	\$ 9,859.20	-	-	-	\$ 9,859.20
16	75	Conc. Slope Paving - Swale Outfall	Ea.	1	\$ 4,000.00	\$ 4,000.00	-	-	-	\$ 4,000.00
17	75	Conc. Slope Paving - Remove & Replace	S.F.	240	\$ 6.00	\$ 1,440.00	-	-	-	\$ 1,440.00
18	85	Inlets (Type C - L = 5')	Ea.	7	\$ 2,712.70	\$ 18,988.90	-	-	-	\$ 18,988.90
19	85	Inlets (Type C - L = 10')	Ea.	9	\$ 3,212.70	\$ 28,914.30	-	-	-	\$ 28,914.30
20	85	Inlets (Type A)	Ea.	3	\$ 2,500.00	\$ 7,500.00	-	-	-	\$ 7,500.00
21	85	Storm Sewer Manholes (2 Pipes)	Ea.	6	\$ 2,475.80	\$ 14,854.80	-	-	-	\$ 14,854.80
22	85	Storm Sewer Manholes (1 Jt. San. Sew.)	Ea.	3	\$ 2,475.80	\$ 7,427.40	-	-	-	\$ 7,427.40
23	85	Storm Sewer Manhole - Adjust Ring & Cover	Ea.	1	\$ 895.00	\$ 895.00	-	-	-	\$ 895.00
24	86	Sanitary Sewer Manhole	Ea.	18	\$ 3,056.70	\$ 55,020.60	-	-	-	\$ 55,020.60
25	86	Sanitary Sewer Manhole (Extra Depth)	L.F.	12.84	\$ 221.10	\$ 2,838.92	-	-	-	\$ 2,838.92
26	90	24" Storm Sewer (Under Pvmt)	L.F.	168	\$ 58.50	\$ 9,828.00	-	-	-	\$ 9,828.00
27	90	30" Storm Sewer (Under Pvmt)	L.F.	538	\$ 73.60	\$ 39,596.80	-	-	-	\$ 39,596.80
28	90	36" Storm Sewer (Under Pvmt)	L.F.	277	\$ 108.70	\$ 30,109.90	-	-	-	\$ 30,109.90
29	90	48" Storm Sewer (Under Pvmt)	L.F.	557	\$ 172.60	\$ 96,138.20	-	-	-	\$ 96,138.20

EXHIBIT B

30	90	54" Storm Sewer (Under Pvmnt)	L.F.	476	\$ 202.50	\$ 96,390.00	-	-	-	\$ 96,390.00
31	90	24' Storm Sewer (Backyard Drain)	L.F.	360	\$ 43.80	\$ 15,768.00	-	-	-	\$ 15,768.00
32	90	24" Storm Sewer Outfall	L.F.	430	\$ 43.80	\$ 18,834.00	-	-	-	\$ 18,834.00
33	90	54" Storm Sewer Outfall	L.F.	194	\$ 234.10	\$ 45,415.40	-	-	-	\$ 45,415.40
34	90	Sanitary Sewer Drop (Exist. M.H.)	EA.	1	\$ 872.60	\$ 872.60	-	-	-	\$ 872.60
35	90	6" Sanitary Sewer (0' to 5' Depth)	L.F.	959	\$ 19.70	\$ 18,892.30	-	-	-	\$ 18,892.30
36	90	8" Sanitary Sewer (0' to 5' Depth)	L.F.	585	\$ 21.70	\$ 12,694.50	-	-	-	\$ 12,694.50
37	90	8" Sanitary Sewer (5' to 7' Depth)	L.F.	770	\$ 21.70	\$ 16,709.00	-	-	-	\$ 16,709.00
38	90	8" Sanitary Sewer (7' to 9' Depth)	L.F.	742	\$ 26.80	\$ 19,885.60	-	-	-	\$ 19,885.60
39	90	8" Sanitary Sewer (9' to 11' Depth)	L.F.	835	\$ 33.20	\$ 27,722.00	-	-	-	\$ 27,722.00
40	90	8" Sanitary Sewer (11' to 13' Depth)	L.F.	240	\$ 44.30	\$ 10,632.00	-	-	-	\$ 10,632.00
41	91	Sanitary Sewer Service (Short-Single)	Ea.	2	\$ 797.30	\$ 1,594.60	-	-	-	\$ 1,594.60
42	91	Sanitary Sewer Service (Short-Double)	Ea.	25	\$ 821.60	\$ 20,540.00	-	-	-	\$ 20,540.00
43	91	Sanitary Sewer Service (Long-Double)	Ea.	29	\$ 1,384.40	\$ 40,147.60	-	-	-	\$ 40,147.60
44	91	Sanitary Sewer Service (Long-Single)	Ea.	1	\$ 1,441.40	\$ 1,441.40	-	-	-	\$ 1,441.40
45	93	Wellpointing (Detention Pond)	L.F.	1200	\$ 44.40	\$ 53,280.00	-	-	-	\$ 53,280.00
46	93	Wellpointing (Sanitary Sewer Construction)	L.F.	1075	\$ 34.40	\$ 36,980.00	-	-	-	\$ 36,980.00
47	95	Boring (Casing for 8" W.L.)	L.F.	50	\$ 62.50	\$ 3,125.00	-	-	-	\$ 3,125.00
48	96	Class A Bedding Material (8"=4.11 c.f./ft., 10"=4.63 c.f./ft.)	C.Y.	207	\$ 38.40	\$ 7,949.65	-	-	-	\$ 7,949.65
49	96	Installation of Geotechnical Fabric for Wet Sand	L.F.	1075	\$ 14.30	\$ 15,372.50	-	-	-	\$ 15,372.50
50	111	6" FH Lead (6' Long)	L.F.	60	\$ 19.80	\$ 1,188.00	-	-	-	\$ 1,188.00
51	111	4" Waterline	L.F.	1144	\$ 9.30	\$ 10,639.20	-	-	-	\$ 10,639.20
52	111	6" Waterline	L.F.	1713	\$ 16.20	\$ 27,750.60	-	-	-	\$ 27,750.60
53	111	8" Waterline	L.F.	2570	\$ 16.20	\$ 41,634.00	-	-	-	\$ 41,634.00
54	111	8" Wet Connection (Cut-In Tee)	Ea.	2	\$ 1,325.00	\$ 2,650.00	-	-	-	\$ 2,650.00
55	111	Fittings	Ton	5	\$ 6,796.90	\$ 33,984.50	-	-	-	\$ 33,984.50
56	112	Water Line Service (Short-Single)	Ea.	5	\$ 573.70	\$ 2,868.50	-	-	-	\$ 2,868.50
57	112	Water Line Service (Short-Double)	Ea.	20	\$ 632.30	\$ 12,646.00	-	-	-	\$ 12,646.00
58	112	Water Line Service (Long-Single)	Ea.	8	\$ 1,053.50	\$ 8,428.00	-	-	-	\$ 8,428.00
59	112	Water Line Service (Long-Double)	Ea.	21	\$ 1,098.70	\$ 23,072.70	-	-	-	\$ 23,072.70
60	115	4" Gate Valve w/ Box	Ea.	8	\$ 625.70	\$ 5,005.60	-	-	-	\$ 5,005.60
61	115	6" Gate Valve w/ Box	Ea.	13	\$ 757.40	\$ 9,846.20	-	-	-	\$ 9,846.20
62	115	8" Gate Valve w/ Box	Ea.	6	\$ 1,200.50	\$ 7,203.00	-	-	-	\$ 7,203.00
63	116	Fire Hydrant	Ea.	9	\$ 2,714.40	\$ 24,429.60	-	-	-	\$ 24,429.60
64	204	8" Solid White Thermoplastic Pvmnt Marking	L.F.	140	\$ 6.60	\$ 924.00	-	-	-	\$ 924.00
65	210	Seeding - Detention Pond	Ac.	5.5	\$ 250.00	\$ 1,375.00	-	-	-	\$ 1,375.00

EXHIBIT B

66	250,251	Emergency Exit/Entrance Gate with Locking Padlock with Striping	L.S.	1	\$ 7,500.00	\$ 7,500.00	-	-	-	\$ 7,500.00
67	400	Deep Trench Construction (San. Sew. 5' to 7')	L.F.	277	\$ 1.00	\$ 277.00	-	-	-	\$ 277.00
68	400	Deep Trench Construction (San. Sew. Over 7')	L.F.	1817	\$ 1.00	\$ 1,817.00	-	-	-	\$ 1,817.00
69	400	Deep Trench Construction (St. Sew. 5' to 7')	L.F.	815	\$ 1.00	\$ 815.00	-	-	-	\$ 815.00
70	400	Deep Trench Construction (St. Sew. Over 7')	L.F.	1227	\$ 1.00	\$ 1,227.00	-	-	-	\$ 1,227.00
71	1000	General Conditions	L.S.	1	\$ 75,929.01	\$ 75,929.01	-	-	-	\$ 75,929.01
72	1000	Street Signs	Ea.	8	\$ 551.20	\$ 4,409.60	-	-	-	\$ 4,409.60
73	2000	SW3P	L.S.	1	\$ 25,000.00	\$ 25,000.00	-	-	-	\$ 25,000.00
74	SPL-1	2" Sch. 40 PVC Conduits	L.F.	144	\$ 8.70	\$ 1,252.80	-	-	-	\$ 1,252.80
75		Construction Staking	L.S.	1	\$ 20,000.00	\$ 20,000.00	-	-	-	\$ 20,000.00
Total Summary						\$ 2,256,695.65			\$ 41,073.40	\$ 2,297,769.05

EXHIBIT B

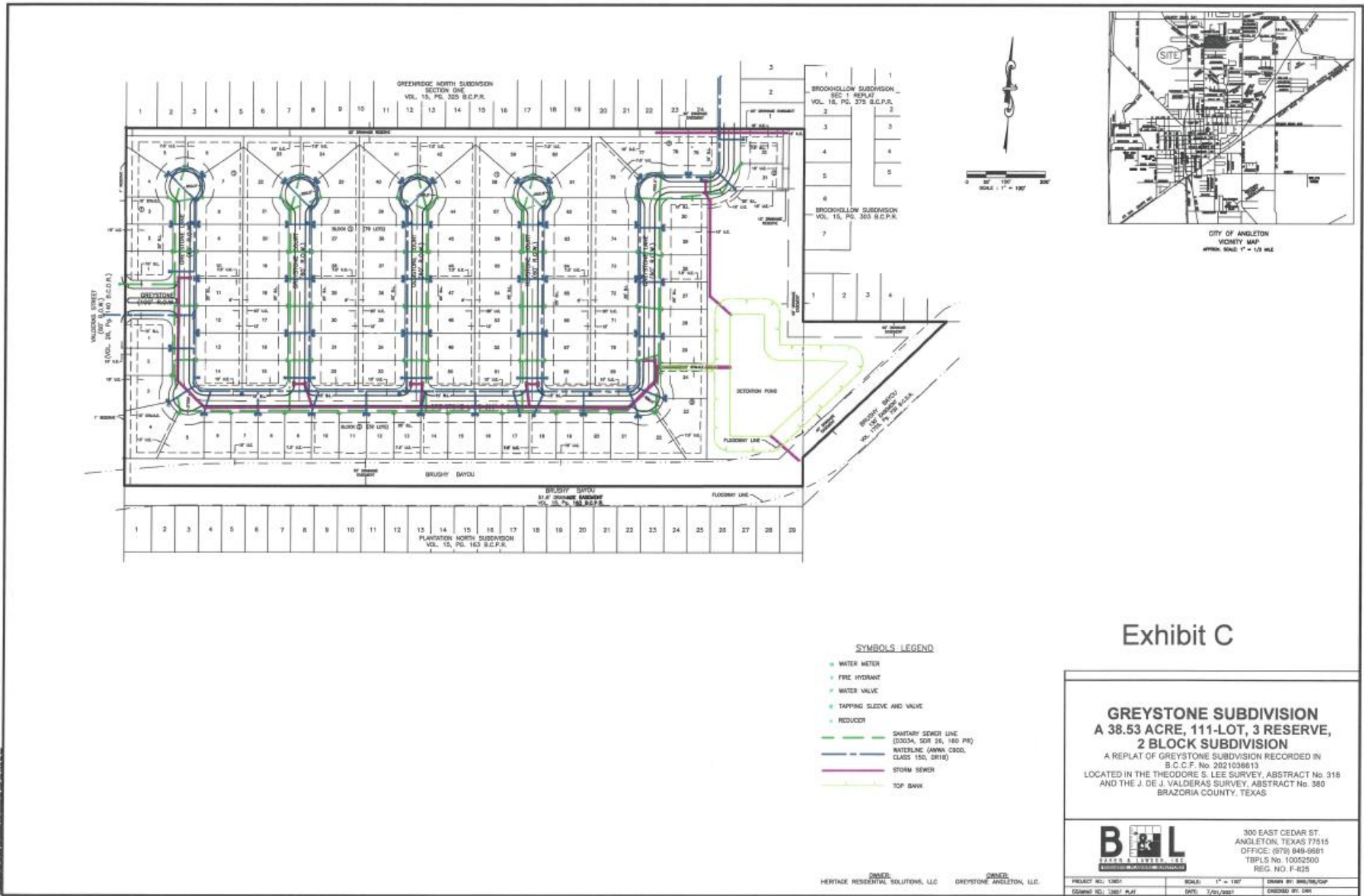


EXHIBIT L – RESIDENTIAL LOT BUYER DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANGLETON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$16,599.37

As the purchaser of the real property described above, you are obligated to pay assessments to City of Angleton, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Greystone Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

ANNUAL INSTALLMENTS – RESIDENTIAL LOT

Annual Installments Due 1/31	Principal	Interest ²	Annual Collection Costs	Total Annual Installment ¹
2022	\$ -	\$ -	\$ 162.16	\$ 162.16
2023	\$ 289.11	\$ 687.21	\$ 165.41	\$ 1,141.73
2024	\$ 301.08	\$ 675.24	\$ 168.71	\$ 1,145.04
2025	\$ 313.55	\$ 662.78	\$ 172.09	\$ 1,148.42
2026	\$ 326.53	\$ 649.80	\$ 175.53	\$ 1,151.86
2027	\$ 340.05	\$ 636.28	\$ 179.04	\$ 1,155.37
2028	\$ 354.12	\$ 622.20	\$ 182.62	\$ 1,158.95
2029	\$ 368.79	\$ 607.54	\$ 186.27	\$ 1,162.60
2030	\$ 384.05	\$ 592.27	\$ 190.00	\$ 1,166.33
2031	\$ 399.95	\$ 576.37	\$ 193.80	\$ 1,170.13
2032	\$ 416.51	\$ 559.82	\$ 197.67	\$ 1,174.00
2033	\$ 433.75	\$ 542.57	\$ 201.63	\$ 1,177.96
2034	\$ 451.71	\$ 524.62	\$ 205.66	\$ 1,181.99
2035	\$ 470.41	\$ 505.91	\$ 209.77	\$ 1,186.10
2036	\$ 489.89	\$ 486.44	\$ 213.97	\$ 1,190.30
2037	\$ 510.17	\$ 466.16	\$ 218.25	\$ 1,194.58
2038	\$ 531.29	\$ 445.04	\$ 222.61	\$ 1,198.94
2039	\$ 553.29	\$ 423.04	\$ 227.07	\$ 1,203.39
2040	\$ 576.19	\$ 400.14	\$ 231.61	\$ 1,207.93
2041	\$ 600.05	\$ 376.28	\$ 236.24	\$ 1,212.57
2042	\$ 624.89	\$ 351.44	\$ 240.96	\$ 1,217.29
2043	\$ 650.76	\$ 325.57	\$ 245.78	\$ 1,222.11
2044	\$ 677.70	\$ 298.63	\$ 250.70	\$ 1,227.03
2045	\$ 705.76	\$ 270.57	\$ 255.71	\$ 1,232.04
2046	\$ 734.97	\$ 241.35	\$ 260.83	\$ 1,237.15
2047	\$ 765.40	\$ 210.92	\$ 266.04	\$ 1,242.37
2048	\$ 797.09	\$ 179.24	\$ 271.37	\$ 1,247.69
2049	\$ 830.09	\$ 146.24	\$ 276.79	\$ 1,253.12
2050	\$ 864.46	\$ 111.87	\$ 282.33	\$ 1,258.66
2051	\$ 900.24	\$ 76.08	\$ 287.97	\$ 1,264.30
2052	\$ 937.51	\$ 38.81	\$ 293.73	\$ 1,270.06
Total	\$ 16,599.37	\$ 12,690.45	\$ 6,872.34	\$ 36,162.16

Footnotes:

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

2) The interest rate on the Reimbursement Obligation is estimated at a 4.14% rate.



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 9, 2021

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, MPA, MSA Assistant Director of Development Services

AGENDA CONTENT: Discuss and consider possible action on a request to approve the Final Replat of the Riverwood Ranch Section Two subdivision. The subject property consists of a 19.793-acre tract of land located at the northeast corner of the Downing Road and Hospital Drive within the City of Angleton.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

This is a request for a recommendation of approval of the final replat of the Riverwood Ranch Section Two subdivision development. This request was initially placed on the agenda for consideration and possible action for the regular City Council meeting held on October 26, 2021 but was extended to the Council meeting on November 9, 2021 at the request of the developer.

The subject property of Section Two consists of 19.793 acres generally located at the northeast corner of the Downing Road and Hospital Drive intersection within the City of Angleton. The proposed second phase of the subdivision will be the location of 109 single family homes. Accompanying this agenda summary are the City Engineer's memo with no objection taken to the Riverwood Ranch Section Two final replat and construction plans and approval letter from Angleton Drainage District.

The Planning and Zoning voted 2 in-favor/5 opposed/0 absent on a motion to approve the propose final replat of Riverwood Ranch Section 2.

RECOMMENDATION:

Staff recommends approval of the proposed final replat of Riverwood Ranch Section Two.

SUGGESTED MOTION:

I move we approve the proposed final replat of Riverwood Ranch Section Two.



October 1, 2021

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

Re: On-Going Services
Riverwood Ranch Sec. 2 Subdivision Plat and Plan Review – 2nd Submittal Review
Angleton, Texas
HDR Job No. 10283980

Dear Mr. Reeves:

HDR Engineering, Inc. (HDR) has reviewed the final plat and construction plans for the above referenced property and offers the following comments:

1. The Angleton Drainage District provided an updated letter of approval, dated August 18, 2021, with stipulations noted and is provided as an attachment in this review. No additional action is required.

HDR takes no objection to the Riverwood Ranch Sec. 2 Subdivision final plat and construction plans with the exceptions noted. Please note, this does not necessarily mean that the entire drawings, including all supporting data and calculations, has been completely checked and verified; however, the drawings and calculations are signed, dated, and sealed by a professional engineer licensed to practice in the State of Texas, which therefore conveys the engineer's responsibility and accountability.

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

Sincerely,

HDR Engineering, Inc.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10283980)

Attachments

ANGLETON DRAINAGE DISTRICT

A Political Subdivision of the State of Texas
P.O. Box 2469, Angleton, Texas 77516-2469
Phone: (979) 849-2414 Fax: (979) 848-8160



August 18, 2021

Riverway Properties
Attn: John Santasiero, Owner
1027 Yale Street
Houston, TX 77008

Re: Plat, Drainage and Detention Plan for Riverwood Ranch Subdivision, Section II.

Dear Mr. Santasiero:

During the regular public meeting of the Angleton Drainage District held August 10, 2021, the Board of Supervisors approved the plat, drainage and detention plan for Riverwood Ranch Subdivision, Section II as presented.

As presented, the total detention required for the 42.484 combined acres for Sections 1 & II are 18.741 acre-feet. The pond was excavated during the construction of Section 1 and provides 21.61 acre-feet of detention. That leaves 2.88 acre-feet of excess storage. A total of 29.42 acres of the "Cleveland Davis" tract which is now Riverwood Ranch Subdivision, was designed to flow into the Hospital Drive storm sewer. The design for Riverwood Ranch Section II provides for 6.27 acres to free drain the Hospital storm sewer. A 30-inch pipe will be stubbed into the existing 5' x 3' box culvert that picks up the old "Cleveland Davis" tract. There is compensatory detention volume in the existing detention pond as well as the 2.88 acre-feet of additional storage in the pond. The remainder of the Riverwood development to the east and north of this area will be served by an internal detention pond for Sections III & IV.

Should any additional structures be added in the future, other than those plans presented on August 10, 2021, a subsequent review by the Angleton Drainage District will be required to ensure there are no adverse impacts to adjacent landowners.

Approval of this plat, drainage and detention plan in no way represents that Riverway Properties has complied with any federal, state, county or other law, statute, procedure or requirement of any type beyond the approval of the plat, drainage and detention plan approved, with the stipulations listed, if any, in this letter, by the District.

Sincerely,

David B. Spoor, Chairman
Angleton Drainage District Board of Supervisors



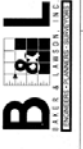
LEGEND
 B.L. = BOUNDARY LINE
 C.L. = CENTER LINE
 E.L. = EASEMENT LINE
 F.L. = FENCE LINE
 G.L. = GRASSY AREA
 H.L. = HOUSING LOT
 I.L. = INTERIOR LOT
 J.L. = JOINTLY OWNED LOT
 K.L. = KITCHEN LOT
 L.L. = LIVING LOT
 M.L. = MASTER LOT
 N.L. = NORTH LOT
 O.L. = OFFICE LOT
 P.L. = PUBLIC LOT
 Q.L. = QUARTERS LOT
 R.L. = RESERVE LOT
 S.L. = SERVICE LOT
 T.L. = TRAIL LOT
 U.L. = UTILITY LOT
 V.L. = VILLAGE LOT
 W.L. = WOOD LOT
 X.L. = XMAS LOT
 Y.L. = YARD LOT
 Z.L. = ZONING LOT

SYMBOLS
 1 - 1/4" = 1' (1/4" = 1' SCALE)
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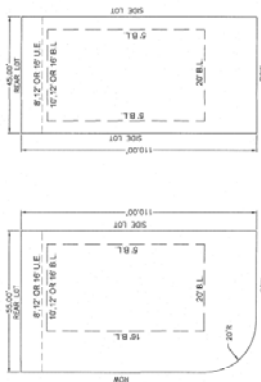


FINAL REPLAT
RIVERWOOD RANCH SUBDIVISION
SECTION 2
A 19.793 ACRE, 109-LOT, 3 BLOCK,
4 RESERVE SUBDIVISION

PORTION OF LOTS 2, 3, 14 AND 15, OF THE NEW YORK & TEXAS LAND COMPANY SUBDIVISION OF THE T.S. LEE SURVEY,
 VOL. 42, Pgs. 164 B.C.D.R.
 LOCATED IN THE THEODORE S. LEE SURVEY, ABSTRACT No. 318
 BRAZORIA COUNTY, TEXAS



PROJECT NO. 14395 SCALE: 1" = 40'
 DRAWN BY: DATE: 06/17/2021 CHECKED:
 PROJECT NO. 14395 SCALE: 1" = 40'
 DRAWN BY: DATE: 06/17/2021 CHECKED:



Line No.	Length	Bearing
L1	101.000	N87°07'30"W
L2	89.000	N02°52'30"E
L3	58.000	S02°52'30"E
L4	40.000	S02°52'30"E
L5	80.000	S02°52'30"E
L6	35.000	N02°52'30"W
L7	5.311	N47°52'30"W
L8	5.311	S47°52'30"E
L9	5.311	N47°52'30"E
L10	5.311	S47°52'30"W
L11	5.311	N47°52'30"W
L12	28.285	S47°52'30"E
L13	28.285	N47°52'30"E
L14	28.285	S47°52'30"W
L15	28.285	N47°52'30"W

Curve No.	Length	Radius	Chord	Bearing	Chord Distance
C01	12.827	50.000	14.024	S72°15'13"E	13.811
C02	31.427	20.000	36.000	N02°52'30"E	28.387
C03	31.427	20.000	36.000	S72°15'13"E	28.387
C04	13.844	50.000	15.000	N02°52'30"E	12.306
C05	13.844	50.000	15.000	S72°15'13"E	12.306
C06	13.844	50.000	15.000	N02°52'30"E	12.306
C07	13.844	50.000	15.000	S72°15'13"E	12.306
C08	13.844	50.000	15.000	N02°52'30"E	12.306
C09	13.844	50.000	15.000	S72°15'13"E	12.306
C10	13.844	50.000	15.000	N02°52'30"E	12.306
C11	13.844	50.000	15.000	S72°15'13"E	12.306
C12	13.844	50.000	15.000	N02°52'30"E	12.306
C13	13.844	50.000	15.000	S72°15'13"E	12.306
C14	13.844	50.000	15.000	N02°52'30"E	12.306
C15	13.844	50.000	15.000	S72°15'13"E	12.306
C16	13.844	50.000	15.000	N02°52'30"E	12.306
C17	13.844	50.000	15.000	S72°15'13"E	12.306
C18	13.844	50.000	15.000	N02°52'30"E	12.306
C19	13.844	50.000	15.000	S72°15'13"E	12.306
C20	13.844	50.000	15.000	N02°52'30"E	12.306
C21	13.844	50.000	15.000	S72°15'13"E	12.306
C22	13.844	50.000	15.000	N02°52'30"E	12.306
C23	13.844	50.000	15.000	S72°15'13"E	12.306
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C26	13.844	50.000	15.000	N02°52'30"E	12.306
C27	13.844	50.000	15.000	S72°15'13"E	12.306
C28	13.844	50.000	15.000	N02°52'30"E	12.306
C29	13.844	50.000	15.000	S72°15'13"E	12.306
C30	13.844	50.000	15.000	N02°52'30"E	12.306

Curve No.	Length	Radius	Chord	Bearing	Chord Distance
C31	13.844	50.000	15.000	S72°15'13"E	12.306
C32	13.844	50.000	15.000	N02°52'30"E	12.306
C33	13.844	50.000	15.000	S72°15'13"E	12.306
C34	13.844	50.000	15.000	N02°52'30"E	12.306
C35	13.844	50.000	15.000	S72°15'13"E	12.306
C36	13.844	50.000	15.000	N02°52'30"E	12.306
C37	13.844	50.000	15.000	S72°15'13"E	12.306
C38	13.844	50.000	15.000	N02°52'30"E	12.306
C39	13.844	50.000	15.000	S72°15'13"E	12.306
C40	13.844	50.000	15.000	N02°52'30"E	12.306
C41	13.844	50.000	15.000	S72°15'13"E	12.306
C42	13.844	50.000	15.000	N02°52'30"E	12.306
C43	13.844	50.000	15.000	S72°15'13"E	12.306
C44	13.844	50.000	15.000	N02°52'30"E	12.306
C45	13.844	50.000	15.000	S72°15'13"E	12.306
C46	13.844	50.000	15.000	N02°52'30"E	12.306
C47	13.844	50.000	15.000	S72°15'13"E	12.306
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C49	13.844	50.000	15.000	S72°15'13"E	12.306
C50	13.844	50.000	15.000	N02°52'30"E	12.306

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RESERVE TABLE with columns: SYMBOL, DESCRIPTION, RESERVE USE, AREA

NOTES

- 1. ALL DIMENSIONS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
2. ALL DIMENSIONS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
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FINAL REPLAT
RIVERWOOD RANCH SUBDIVISION
SECTION 2
A 19.793 ACRE, 109-LOT, 3 BLOCK,
4 RESERVE SUBDIVISION
PORTION OF LOTS 2, 3, 14 AND 15, OF THE NEW YORK & TEXAS LAND
COMPANY SUBDIVISION OF THE T.S. LEE SURVEY,
VOL. 42, PG. 154 C.D.R.
LOCATED IN THE THEODORE S. LEE SURVEY, ABSTRACT NO. 318
BRAZORIA COUNTY, TEXAS

BIL logo and contact information for BIL ENGINEERS & ARCHITECTS, P.C.

Item 13.

BLOCK 3

Table with 2 columns: Block, Area

BLOCK 2

Table with 2 columns: Block, Area

BLOCK 1

Table with 2 columns: Block, Area

AMERICAN SHANGHAI DISTRICT ACCEPTED THIS THE PLAN OF THE SHANGHAI DISTRICT AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY FOR THE DISTRICT'S REVIEW IS NOT WITHHELD FROM THE PARTY SUBMITTING THE PLAN OF PLAN REVIEW, THEIR OR ITS PARTIAL OR COMPLETE RESPONSIBILITY.

CHAIRMAN, BOARD OF SUPERVISORS
BOARD MEMBER
BOARD MEMBER

NEW PLAN BY THESE PRESENTS
I, Douglas B. Kessler, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that the information contained therein is true and correct to the best of my knowledge and belief.

SIGNED: DOUGLAS B. KESSLER
ITENS REGISTRATION NO. 54739

NOTARIAL PUBLIC
I, [Name], Notary Public in and for the State of Texas, do hereby certify that I prepared this plat from an original plat on file in my office and that the information contained therein is true and correct to the best of my knowledge and belief.

SIGNED: [Name]
ITENS REGISTRATION NO. 13402

FIELD NOTES FOR 19.793 ACRE

- 1. North 02 degrees 07 minutes 30 seconds East, a distance of 788.70 feet to a 5/8-inch iron rod with cap stamped "Bear & Lester", found for an angle point.
2. North 02 degrees 07 minutes 30 seconds East, a distance of 100.00 feet to a 5/8-inch iron rod with cap stamped "Bear & Lester", found for an angle point.
3. North 02 degrees 07 minutes 30 seconds East, a distance of 100.00 feet to a 5/8-inch iron rod with cap stamped "Bear & Lester", found for an angle point.
4. North 02 degrees 07 minutes 30 seconds East, a distance of 100.00 feet to a 5/8-inch iron rod with cap stamped "Bear & Lester", found for an angle point.
5. North 02 degrees 07 minutes 30 seconds East, a distance of 100.00 feet to a 5/8-inch iron rod with cap stamped "Bear & Lester", found for an angle point.
6. North 02 degrees 07 minutes 30 seconds East, a distance of 100.00 feet to a 5/8-inch iron rod with cap stamped "Bear & Lester", found for an angle point.
7. North 02 degrees 07 minutes 30 seconds East, a distance of 100.00 feet to a 5/8-inch iron rod with cap stamped "Bear & Lester", found for an angle point.
8. North 02 degrees 07 minutes 30 seconds East, a distance of 100.00 feet to a 5/8-inch iron rod with cap stamped "Bear & Lester", found for an angle point.
9. North 02 degrees 07 minutes 30 seconds East, a distance of 100.00 feet to a 5/8-inch iron rod with cap stamped "Bear & Lester", found for an angle point.
10. North 02 degrees 07 minutes 30 seconds East, a distance of 100.00 feet to a 5/8-inch iron rod with cap stamped "Bear & Lester", found for an angle point.

CONSENT ACKNOWLEDGMENT
I, [Name], do hereby certify that I prepared this plat from an original plat on file in my office and that the information contained therein is true and correct to the best of my knowledge and belief.

PLANNING AND ZONING COMMISSION AND CITY COUNCIL
APPROVED this _____ day of _____, 20____, by the Planning and Zoning Commission, City of Arlington, Texas.

FRANCIS KAGAN, City Secretary
APPROVED this _____ day of _____, 20____, by the City Council, City of Arlington, Texas.

STATE OF TEXAS
COUNTY OF TARRANT
I, [Name], Notary Public in and for the State of Texas, do hereby certify that I prepared this plat from an original plat on file in my office and that the information contained therein is true and correct to the best of my knowledge and belief.

FRANCIS KAGAN, City Secretary
APPROVED this _____ day of _____, 20____, by the City Council, City of Arlington, Texas.

STATE OF TEXAS
COUNTY OF TARRANT
I, [Name], Notary Public in and for the State of Texas, do hereby certify that I prepared this plat from an original plat on file in my office and that the information contained therein is true and correct to the best of my knowledge and belief.

Lot Width Variance for Lot 5, Block 2. This variance is unnecessary. Pursuant to Section 28-114 Illustrations the lot width is measured at the front building line. While the preliminary plat does not show the front building line (required pursuant to Section 23-117.B.5) the minimum front yard is 20 ft. The minimum lot width can be achieved by adjusting the front building line to a point where the minimum lot width is met.

Lot Depth Variance for Lots 5, 6, 7, 14, 15, 16, and 17 of Block 3. Pursuant to Section 23-103.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 undeveloped and while not being entirely regularly shaped, there are no specific circumstances identified that create an undue hardship that would prevent a subdivision design fully compliant with City of Angleton requirements.

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

As there are no specific circumstances creating an undue hardship no special consideration is necessary to allow an applicant the same right of use enjoyed under the LDC by surrounding properties. A subdivision design compliant with City of Angleton requirements can be achieved.

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

As there are no specific circumstances creating an undue hardship and no special consideration is applicable, consideration is not unique and would generally set an adverse precedent.

- 4. The hardship was not created by the applicant; and**

No undue hardship has been identified other than the property not being regularly shaped.

- 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.

The proposed preliminary plat does not provide streets meeting minimum City of Angleton requirements. Pursuant to Table 23-12.1, local streets are required to have 60 ft. of right-of-way, the proposed streets have only 50 ft. of right-of-way.

The City's engineer has provided an extensive list of comments for correction. As of the time of preparation of this agenda summary, no response to those comments has been received.

A traffic impact analysis (TIA) is not required for this subdivision, as it does not meet the thresholds described in Section 23-25.B; however, a permit for street access to W. Mulberry Street from the Texas Department of Transportation (TXDOT) will be required.

A heritage tree preservation survey and plan will accompany construction plan for the public improvements.

Staff finds that the criteria for granting the requested variances of the required minimum lot depth are not met and the proposed subdivision does not meet minimum street right-of-way requirements.

On November 4, 2021, The City of Angleton Planning and Zoning Commission heard a request to recommend approval of the Mulberry Fields subdivision preliminary plat. The P&Z Commission denied the request for a recommendation to City Council of approval of the preliminary plat with 6 in favor of denial, 1 absent, and 0 opposed.

RECOMMENDATION:

Staff recommends denial of the proposed Preliminary Plat of the Mulberry Fields.



October 18, 2021

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

Re: On-Going Services
Mulberry Fields Subdivision Preliminary Plat – 1st Submittal Review
Angleton, Texas
HDR Job No. 10293241

Dear Mr. Reeves:

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

Preliminary Plat

Sheet 1

1. Provide the following plat certificates found in the Angleton Land Development Code (LDC) Sec. 23-114:
 - a. Owner's Acknowledgement
 - b. Dedication Statement
 - c. Surveyor's Certificate
 - d. Engineer's Certificate
 - e. P&Z and City Council Certificate
 - f. Standard Notes for all Plats (Item L.)
 - g. Drainage Easements Maintained by a Homeowners' Association (Item G.)
 - h. Drainage and Detention Easement Certificate (Item I.)
2. Verify Note 4 and update according to reserves shown on the plat. The specific use (i.e. drainage and detention) for which each piece of land is to be reserved must be shown by appropriate label or description on the subdivision plat. A table detailing the number of reserves (by order), size, and use can also be provided. It is noted that reserve tracts shall have a minimum area as necessary to satisfy the purposes of the reserve.
3. Verify Note 9 shown on the sheet and update the plat notes accordingly.
4. Remove the plat signature where noted on the sheet.

Sheet 2

1. Verify datum referenced is in accordance to Angleton LDC Sec. 23-117, 11. Preliminary Plats.

2. For the metes and bounds legal description, review the attached plat drawing for comments regarding the requirement to provide the information highlighted to the plat drawing where noted in order to reference the information. Additionally, verify the information where noted regarding the bearings shown on the plat drawing.
3. The plat drawing shall graphically include all locations of the corner monuments, by type, noted in the metes and bounds description.
4. Provide a symbols and abbreviations sheet legend for the plat. The symbols shall notate all graphics used on the plat including corner monuments noted.
5. Provide notation of the “point of beginning” on the plat drawing to match the metes and bounds notes.
6. Provide the filing information for all lots on the plat drawing as described in the metes and bounds description.
7. Provide a summary table of lots and blocks detailing the lot square footage, in accordance to Angleton LDC Sec. 23-117, Preliminary Plats.
8. Provide the names of all proposed streets shown on the plat, in accordance to Angleton LDC Sec. 23-117, Preliminary Plats.
9. Where noted on the plat, 60-ft minimum right-of-way (ROW) is required for Local Streets per Angleton LDC Sec. 23-12 Streets and Driveways.
10. At least one corner of the plat shall reference a survey (abstract) corner on the plat in accordance to Angleton LDC Sec. 23-117, Preliminary Plats.
11. Provide street centerline information on the plat (Typical), in accordance to Angleton LDC Sec. 23-117, Preliminary Plats.
12. Provide topographic contours at 1-ft intervals on the plat in accordance to Angleton LDC Sec. 23-117, Preliminary Plats.
13. Notate the building line setbacks on the plat in accordance to Angleton LDC Sec. 23-117, Preliminary Plats.
14. Show all existing and proposed easements in accordance to Angleton LDC Sec. 23-117, Preliminary Plats. Per utility schematic, locations are shown where proposed water line will be encroaching lots. Verify locations and provide additional easements/ROW width accordingly.
15. Verify perimeter drainage has been reviewed and applicable drainage easements have been provided withing in the subdivision.
16. Notate right-of-way (ROW) information (dimension on plat) and filing information for Heritage Drive. If it is a private road, notate on the plat.
17. Notate ROW information (dimension on plat) and filing information for both Walker and Magnolia Street. The street jog/offset from Magnolia shall be reviewed and verified in accordance to Angleton LDC Sec. 23-12 Streets and Driveways.
18. Notate ROW information (dimension on plat) and filing information for SH 35. Notate Mulberry Street in the plat drawing under SH 35 as shown in the metes and bounds.
19. Visibility easement requirement shall be reviewed and provided for the portion of subdivision fronting SH 35 and shall be based on driveway location and access to SH 35.
20. Show the south boundary line of the SH 35 ROW and notate applicable tracts/lots on the plat.

21. Plan and Plats Review and Referral. Plans and plats shall be referred to City staff, the City Engineer; each utility provider; and Angleton Volunteer Fire Department for review and comment. **Plats will also be referred to TXDOT and Brazoria County, or other agencies, when applicable.** Per Angleton LDC 23-22 E.2 - Where a subdivision is adjacent to or served by a TXDOT highway, the City, in collaboration with TXDOT, shall determine whether developer participation in the "fair share" cost of any improvements, **or if the dedication of right-of-way or any other improvements, such as, but not limited to, drainage or utility relocation, is required.** Coordination shall also follow Angleton LDC Sec. 23-12. Streets and Driveways, C. - Coordination with Texas Department of Transportation (TXDOT) and Brazoria County Required. For projects adjoining, or accessing TXDOT right-of-way, the engineer will contact the TXDOT to determine all TXDOT requirements and copy the City on all correspondence.
22. Provide a 1-ft reserve strip for Lot 17, Block 1. Driveway access will not be allowed to Walker Street.
23. The proposed detention pond shall incorporate an allowance for extreme storm events in excess of 100-yr storm event as well as maintenance access. Sufficient easement width shall be provided for this feature and access in accordance to Brazoria County Drainage Criteria Manual, Chapter 6.
24. A private drainage easement shall be provided for the proposed storm outfall shown on utility schematics between Lots 6-7, Block 1.
25. Verify Lot 12, Block 3 meets the easement owner's requirements for construction on the lot. Verify there is sufficient lot space for a house to be constructed on this lot in accordance to City Ordinances.
26. This street design near Lot, 12-13, Block 3 does not appear to meet Angleton LDC requirements regarding alignment Sec. 23-12. Streets and Driveways, F-G. Verify and update to meet City Requirements.
27. In cursory review of the utility schematic, it is noted that the water line near Lot 1, Block 1 shall be connected and looped to the existing water line running along SH 35 (Mulberry St.)

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

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

Sincerely,

HDR Engineering, Inc.



Javier Vasquez, P.E., CFM
Project Engineer

cc: Files (10293241)

Attachments

STATE OF TEXAS :
COUNTY OF BRAZORIA:

We, Mulberry Fields, LLC, owner (or owners); hereinafter referred to as Owners (whether one or more) of the foregoing map of MULBERRY FIELDS SUBDIVISION, do hereby make subdivision of said property according to all the lines, lots, and easements, shown hereon and dedicate to the public all easements and rights-of-way shown hereon for their use forever and designate said subdivision as the plat of 45 lots, being a subdivision of 13.0044 acres in the City of Angleton, Brazoria County, Texas, and do hereby bind ourselves, our heirs assigns to warrant and forever defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, Mulberry Fields, LLC, acting by and through Corey Boyer, Officer, thereunto authorized, this ____ day of _____, 2021.

Mulberry Fields, LLC

By: _____
Corey Boyer, Officer

STATE OF TEXAS:
COUNTY OF BRAZORIA:

BEFORE ME, the undersigned authority, on this day personally appeared Corey Boyer, Officer of Mulberry Fields, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

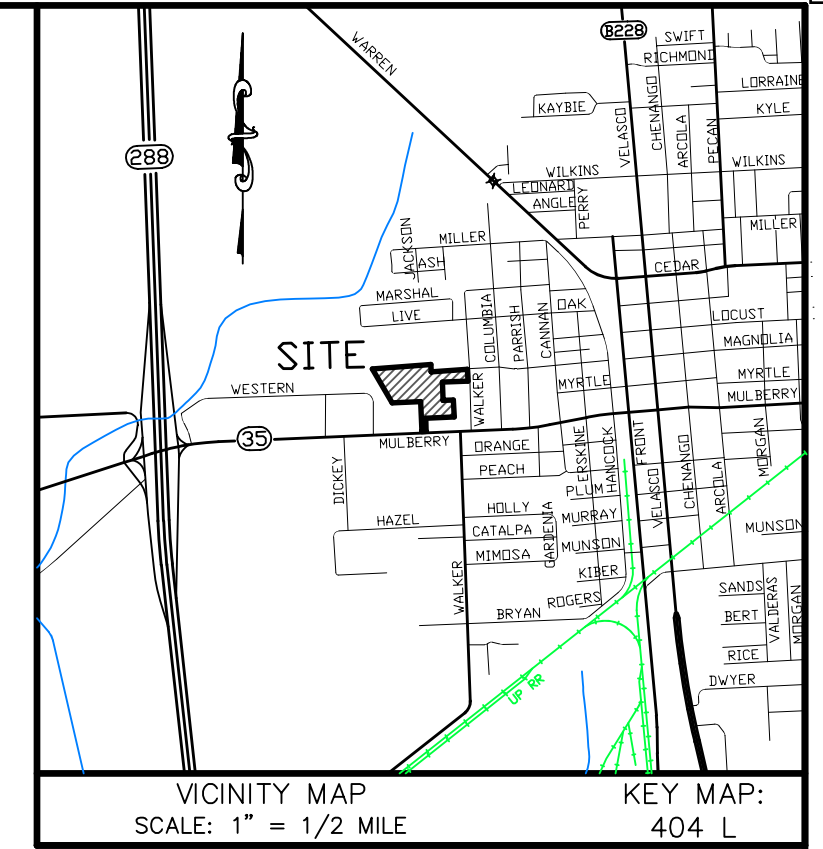
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2021.

Notary Public in and for the State of Texas

My Commission Expires _____, _____
Notary Public

Provide
- Owner's Acknowledgement
- Dedication Statement
found in the Angleton LDC Sec. 23-114 Certification Forms

Provide
- G. Drainage Easements Maintained by a Homeowners' Association
- I. Drainage and Detention Easement Certificate
found in the Angleton LDC Sec. 23-114 Certification Forms



Per Angleton LDC Sec. 23-14,
Sidewalks shall be required in
all locations that adjoin public
streets on both sides of streets
in all new plats, excluding Minor
Plats, in the City and the ETJ.

Verify Note 4 and update
according to reserves shown
on the plat.

The specific use (i.e. drainage
and detention) for which each
piece of land is to be reserved
must be shown by appropriate
label or description on the
subdivision plat. It is noted that
reserve tracts shall have a
minimum area as necessary to
satisfy the purposes of the
reserve.

Verify Note 9 and update the
plat accordingly.

NOTES:

- 1.) BEARINGS AND COORDINATES SHOWN HEREON ARE SURFACE, BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, (NO. 4204, NAD 83), AS OBTAINED FROM THE CITY OF HOUSTON C.O.R.S. SYSTEM, AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.99990556439.
- 2.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48039-C-0440K EFFECTIVELY DATED DECEMBER 30, 2020, THIS PROPERTY LIES IN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- 3.) * - INDICATES A SET 5/8" IRON ROD WITH CAP STAMPED: T.E.A.M. - 281-491-2525, UNLESS OTHERWISE NOTED.
- 4.) RESERVES A, B, AND C, AS SHOWN HEREON THIS PLAT, WILL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.
- 9.) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS OF RESTRICTIONS, EASEMENTS, AND AGREEMENTS RECORDED IN VOLUME 510, PAGE 498 OF THE BRAZORIA COUNTY CLERK'S DEED RECORDS.

Provide
- L. Standard Notes for all Plats
found in the Angleton LDC Sec. 23-114 Certification Forms

ANGLETON DRAINAGE DISTRICT

Angleton Drainage District accepted this the ____ day of _____, 2021. The board of supervisors of the Angleton Drainage District does not warrant, represent, or guarantee

1. That the facilities outside the boundaries of the subdivision are available to receive runoff from the facilities in this plat.
2. That drainage facilities described in this plat are adequate for rainfall in excess of Angleton Drainage District minimum requirements.
3. That building elevation requirements have been determined by the Angleton Drainage District.
4. That the District assumes any responsibility for construction, operation, or maintenance of subdivision drainage facilities.

The District's review is based solely on the documentation submitted for review, and on the reliance of the report submitted by the Texas Registered Professional Engineer.

The District's review is not intended nor will serve as a substitution of the overall responsibility and or decision making power of the party submitting the plan or plan herein, their or its principals and agents.

Chairman, Board of Supervisors _____ Board Member _____

Board Member _____

SAID ADDITION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS. WITNESS MY HAND the ____ day of _____, 2021.

City Secretary _____

Remove certificate

CITY PLANNING COMMISSION

This is to certify that the city planning commission of the City of Angleton, Texas, has approved MULBERRY FIELDS SUBDIVISION, this ____ day of _____, 2021.

BY THE CITY PLANNING COMMISSION OF ANGLETON, TEXAS.

Chairman _____

WITNESS MY HAND the ____ day of _____, 2021.

City Secretary _____

CITY COUNCIL

This is to certify that the city council of the City of Angleton, Texas, has approved this plat and subdivision of MULBERRY FIELDS SUBDIVISION, this ____ day of _____, 2021.

BY THE CITY COUNCIL OF ANGLETON, TEXAS.

Mayor _____

SAID ADDITION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS.

WITNESS MY HAND the ____ day of _____, 2021.

City Secretary _____

I, Brian Nesvadba, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five-eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

Brian Nesvadba, R.P.L.S.
Texas Registration No. 5776



Provide
Surveyor's Certificate
Engineer's Certificate
P&Z and City Council Certificate

found in the Angleton LDC Sec. 23-114
Certification Forms

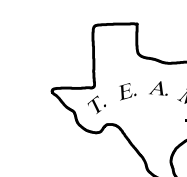
PRELIMINARY PLAT OF
**MULBERRY FIELDS
SUBDIVISION**

A SUBDIVISION OF 13.0044 ACRE TRACT OF LAND
IN THE J. DE J. VALDERAS SURVEY, ABSTRACT NO.
380, IN THE M. C. TOBIN SURVEY, ABSTRACT NO.
699, AND IN THE H. H. CORNWALL SURVEY,
ABSTRACT NO. 180, CITY OF ANGLETON,
BRAZORIA COUNTY, TEXAS

46 LOTS 1 RESERVE 3 BLOCKS

~ OWNER ~
MULBERRY FIELDS, LLC
a Texas limited liability company
12618 Rolling Valley Drive
Cypress, Texas 77429
PHONE: 832.525.1633

~ SURVEYOR ~
TEXAS ENGINEERING AND MAPPING COMPANY
12718 Century Drive
Stafford, Texas 77477
PHONE: 281.491.2525 FAX: 281.491.2535
SURVEYING FIRM NO. 10119000 / ENGINEERING FIRM NO. F-2906
www.team-civil.com
Job No. 1486-3
SEPTEMBER 27, 2021



METES AND BOUNDS

A FIELD NOTE DESCRIPTION OF A 13.0044 acre (566,471 square feet) tract of land in the J. De J. Valderas Survey, Abstract No. 380, in the M. C. Tobin Survey, Abstract No. 699, and in the H. H. Cornwall Survey, Abstract No. 180, City of Angleton, Brazoria County, Texas; said 13.0044 acre tract being that same tract of land conveyed to Mulberry Fields LLC, as recorded in Brazoria County Clerk's File No. 2021037827; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a 1/2-inch iron rod found in the northeast right-of-way line of Heritage Drive (width varies), according to the map or plat recorded in Volume 20, Page 211 of the Brazoria County Plat Records for the northwest corner of original 20.751 acre tract of land, as recorded in Volume 1090, Page 796 of the Brazoria County Deed Records, for the southwest corner of a 13.203 acre tract of land conveyed to Community Public Service Company, as recorded in Volume 1467, Page 234 of the Brazoria County Deed Records; and for the northwest corner of this tract; from which a 1/2-inch iron rod found bears North 45° 00' 18" West - 332.03 feet per Volume 1467, Page 234 of the Brazoria County Deed Records;

THENCE, North 85° 46' 48" East - 807.91 feet (called North 88° 04' East - 808.25 feet per Brazoria County Clerk's File No. 2021037827) with the north line of said 20.751 acre tract and with the south line of said 13.203 acre tract to a 5/8-inch iron rod with aluminum cap stamped "TNP" found for the northwest corner of a 1.1478 acre tract of land conveyed to Texas-New Mexico Power Company, as recorded in Volume 362, Page 838 of the Brazoria County Deed Records and for a northeast corner of this tract;

THENCE, South 02° 26' 18" East - 99.83 feet (called South 00° 06' 57" East - 99.86 feet per Brazoria County Clerk's File No. 2021037827) (called South 00° 04' 00" East - 100.05 feet per Volume 362, Page 838 of the Brazoria County Deed Records) with the west line of said 1.1478 acre tract to a 5/8-inch iron rod with aluminum cap stamped "TNP" found for the southwest corner of said 1.1478 acre tract and for an interior corner of this tract;

THENCE, North 85° 44' 50" East - 499.94 feet (called North 88° 03' 44" East - 499.92 feet per Brazoria County Clerk's File No. 2021037827) (called North 88° 04' 00" East - 500.00 feet per Volume 362, Page 838 of the Brazoria County Deed Records) with the south line of said 1.1478 acre tract to a 5/8-inch iron rod with aluminum cap stamped "TNP" found for the southeast corner of said 1.1478 acre tract and for a northeast corner of this tract;

THENCE, South 02° 20' 40" East - 164.41 feet (called South 00° 04' 17" East - 164.36 feet per Brazoria County Clerk's File No. 2021037827) with the west right-of-way line of said Walker Street and with the east line of said 20.751 acre tract to a 1/2-inch iron pipe found inside a 2-inch PVC pipe for the northeast corner of Reserve "B", Block 1, Short Form Plat Communication Tower, according to the map or plat recorded in Volume 21, Page 189 of the Brazoria County Plat Records and for a southeast corner of this tract;

THENCE, South 87° 41' 11" West - 350.24 feet (called North 89° 58' 33" West - 350.50 feet per Brazoria County Clerk's File No. 2021037827) (called West - 350.54 feet per Volume 21, Page 189 of the Brazoria County Plat Records) with the north line of said Reserve "B" to a 1/2-inch iron rod found for the northwest corner of said Reserve "B" and for an interior corner of this tract;

THENCE, South 02° 13' 37" East - 249.99 feet (called South 00° 02' 04" West - 250.00 feet per Brazoria County Clerk's File No. 2021037827) (called South - 249.96 feet per Volume 21, Page 189 of the Brazoria County Plat Records) with the west line of said Reserve "B" and with the west line of Reserve "A" (Communication Tower Tract) of said Short Form Plat Communication Tower to a 5/8-inch iron rod with cap stamped "COTTON" found for the southwest corner of said Reserve "A" and for an interior corner of this tract;

THENCE, North 87° 41' 44" East - 142.02 feet (called South 89° 57' 11" East - 141.97 feet per Brazoria County Clerk's File No. 2021037827) with the south line of said Reserve "A" to a 1/2-inch iron rod with cap stamped "PINPOINT" found for an interior corner of said 20.751 acre tract, for the northwest corner of a 1.00 acre tract of land conveyed to HED Properties, LLC, as recorded in Brazoria County Clerk's File No. 2010004582, and for a northeast corner of this tract;

THENCE, South 02° 20' 54" East - 233.55 feet (called South 00° 03' 51" East - 233.72 feet per Brazoria County Clerk's File No. 2021037827) with the east line of said 20.751 acre tract, with the west line of said tract, and with the west line of a 1.00 acre tract of land conveyed to J. Angel Hernandez, et ux, as recorded in Brazoria County Clerk's File No. 2013050912 to a 1/2-inch iron rod with cap stamped "RPLS 2112" found for a southeast corner of this tract; from which a 1/2-inch iron rod with cap stamped "RPLS 2112" found in the north right-of-way line of State Highway 35 (West Mulberry Street) (width varies) for a southeast corner of said 20.751 acre tract and for the southwest corner of said 1.00 acre Hernandez tract bears South 02° 20' 54" East - 183.36 feet;

THENCE, South 87° 03' 34" West - 392.00 feet (called South 89° 14' 32" West - 392.03 feet per Brazoria County Clerk's File No. 2021037827) to a 1/2-inch iron rod with cap stamped "2112" found for an interior corner of this tract;

THENCE, South 02° 10' 40" East - 178.81 feet (called South 00° 02' 09" West - 178.77 feet per Brazoria County Clerk's File No. 2021037827) to a 1/2-inch iron rod with cap stamped "RPLS 2112" found in the north right-of-way line of said State Highway 35 and in the south line of said 20.751 acre tract for the southeast corner of this tract;

THENCE, South 87° 43' 31" West - 60.00 feet (called North 89° 57' 50" West - 60.00 feet per Brazoria County Clerk's File No. 2021037827) with the north right-of-way line of said State Highway 35 and with the south line of said 20.751 acre tract to a 4-inch by 4-inch concrete monument found for a southwest corner of said 20.751 acre tract and for a southwest corner of this tract;

THENCE, North 02° 46' 23" West - 7.95 feet (called North 00° 21' 33" West - 7.81 feet per Brazoria County Clerk's File No. 2021037827) with a peg in the north right-of-way line of said State Highway 35 and with a 4-inch by 4-inch concrete monument found for the southeast corner of a 2.97 acre tract conveyed to Tiny Treasures Learning Center, Inc., as recorded in Brazoria County Clerk's File No. 2000046058 and for an angle point of this tract; from which a 1/2-inch iron rod found for a southwest corner of said 2.97 acre tract and for a southwest corner of said 20.751 acre tract bears South 88° 01' 43" West - 208.13 feet (called North 89° 36' 58" West - 208.35 feet per Brazoria County Clerk's File No. 2000046058) (called West - 208.56 feet per Volume 1090, Page 796 of the Brazoria County Deed Records);

THENCE, North 02° 10' 20" East - 402.32 feet (called North 00° 02' 44" East - 402.37 feet per Brazoria County Clerk's File No. 2021037827) (called North 0° 02' 13" East - 402.41 feet per Brazoria County Clerk's File No. 2000046058) with the east line of said 2.97 acre tract to a 1/2-inch iron rod found for the northeast corner of said 2.97 acre tract and for an interior corner of this tract;

THENCE, South 87° 44' 16" West - 391.91 feet (called North 89° 59' 46" West - 391.46 feet per Brazoria County Clerk's File No. 2021037827) (called North 89° 59' 38" West - 391.46 feet per Brazoria County Clerk's File No. 2000046058) with the north line of said 2.97 acre tract to a 1/2-inch iron rod found in the east right-of-way line of said Heritage Drive for an angle point of said 20.751 acre tract, for the northwest corner of said 2.97 acre tract, and for a southwest corner of this tract; from which a 5/8-inch iron rod found at the intersection of the east right-of-way line of said Heritage Drive with the north right-of-way line of said State Highway 35 bears South 02° 24' 15" East - 400.98 feet;

THENCE, North 30° 31' 28" West - 540.66 feet (called North 28° 17' West - 541.04 feet per Volume 1090, Page 796 of the Brazoria County Deed Records) (called North 28° 15' 19" West - 540.89 feet per Brazoria County Clerk's File No. 2021037827) with the northeast right-of-way line of said Heritage Drive and with the southwest line of said 20.751 acre tract to the POINT OF BEGINNING and containing 13.0044 acres (566,471 square feet) of land.

Note this information on the plat drawing

Provide a summary table of lots and blocks detailing the lot square footage

Building Lines. Minimum front yard setbacks shall be shown. A "Typical Interior Lot" and "Corner Lot" detail showing all setbacks and the building envelope.

Provide a table on the plat noting all curves (and lines if necessary) shown on the plat. Show lot bearings on the plat

All necessary dimensions, including linear, angular and curvilinear and other surveying information necessary to reproduce the Plat on the ground with the linear and curvilinear dimensions shown in feet and decimals of a foot.

The angular dimensions shall be shown by true bearings. The length of all straight lines, deflection angles, radii, tangents, central angle of curves shall be shown. All curve information shall be shown for the center line of the street. Dimensions shall be shown from all angle points and points of curve of lot lines. All lots on curves shall be shown with curve length dimensions based on arc definitions.

Information shown on metes and bounds does not match plat drawing (Typical)

Information shown on metes and bounds does not match plat drawing (Typical)

Note this information on the plat drawing

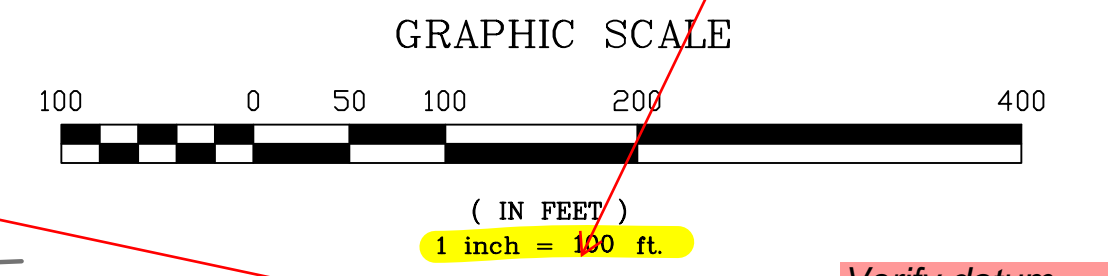
Verify Lot 12 meets the owner's requirements for construction on the lot. There does not appear to be sufficient room for a house on this lot

Note the point of beginning of the metes and bounds on the plat

Provide filing information

A private drainage easement shall be provided for the proposed storm outfall along this area

If needed, plat can be scaled to enlarge the drawing (i.e. 1"=60')



Verify datum referenced is in accordance to Angleton LDC Sec. 23-117, 11. Preliminary Plats

Verify perimeter drainage has been reviewed and applicable drainage easements have been provided within in the subdivision

Provide street names on the plat (Typical)

Note ROW information (dimension on plat) and filing information for Magnolia Street. Verify offset from proposed street

Provide a 1-ft reserve strip for this lot. Driveway access will not be allowed to Walker Street.

ELEVATIONS ARE BASED ON GPS OBSERVATIONS IN THE FIELD USING NGS C.O.R.S. (NAVD '88, GEOID 12a)
TBM A: BOX CUT "X" ON C-INLET AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 35 (W. MULBERRY STREET) WITH WALKER STREET, AS SHOWN. ELEVATION = 26.45'
TBM B: 600 NAIL IN THE WEST SIDE OF A POWER POLE ALONG THE NORTH SIDE STATE HIGHWAY 35 (W. MULBERRY STREET), AS SHOWN. ELEVATION = 28.76'
TBM D: BOX CUT ON BACK OF CURB NEAR NORTHEAST PROPERTY CORNER, AS SHOWN. ELEVATION = 27.75'

Note this information on the plat drawing

This street design near Lot, 12-13, Block 3 does not appear to meet Angleton LDC requirements regarding alignment Sec. 23-12. Streets and Driveways, F-G. Verify and update to meet City Requirements.

60-ft minimum ROW required per Angleton LDC Sec. 23-12 Streets and Driveways

Note ROW information (dimension on plat) and filing information for Walker Street

PRELIMINARY PLAT OF MULBERRY FIELDS SUBDIVISION

A SUBDIVISION OF 13.0044 ACRE TRACT OF LAND IN THE J. DE J. VALDERAS SURVEY, ABSTRACT NO. 380, IN THE M. C. TOBIN SURVEY, ABSTRACT NO. 699, AND IN THE H. H. CORNWALL SURVEY, ABSTRACT NO. 180, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS

46 LOTS 1 RESERVE 3 BLOCKS

~ OWNER ~
MULBERRY FIELDS, LLC
a Texas limited liability company
12618 Rolling Valley Drive
Cypress, Texas 77429
PHONE: 832.525.1633

~ SURVEYOR ~
TEXAS ENGINEERING AND MAPPING COMPANY

12718 Century Drive
Stafford, Texas 77477
PHONE: 281.491.2525 FAX: 281.491.2535
SURVEYING FIRM NO. 10119000 / ENGINEERING FIRM NO. F-2906
www.team-civil.com
Job No. 1486-3
SEPTEMBER 27, 2021



Plans and Plats Review and Referral. Plans and plats shall be referred to City staff, the City Engineer, each utility provider, and Angleton Volunteer Fire Department for review and comment. Plans will also be referred to TXDOT and Brazoria County, or other agencies, when applicable

Angleton LDC 23-22 E.2

Where a subdivision is adjacent to or served by a TXDOT highway, the City, in collaboration with TXDOT, shall determine whether developer participation in the "fair share" cost of any improvements, or if the dedication of right-of-way or any other improvements, such as, but not limited to, drainage or utility relocation, is required

Provide a symbols and abbreviations sheet legend for the plat.

The plat shall include locations of the corner monuments noted in the metes and bounds

Per utility schematic, locations are shown where proposed water line will be encroaching lots. Verify locations and provide additional easements/ROW width.

Note this information on the plat drawing

Visibility easement requirement shall be reviewed for this area based on driveway location and access to SH 35

Show south boundary line of the SH 35 ROW and applicable tracts/lots

Provide topographic contours at 1-ft intervals on the plat

At least one corner referencing a survey (abstract) corner shall be provided.



Item 14.

SUBJECT PROPERTY

Legend

- Parcels
- City Limits

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Angleton makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Angleton from any damage, loss, or liability arising from such use.



APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 9/27/2021

TYPE OF PLAT APPLICATION

ADMINISTRATIVE		PRELIMINARY		FINAL
MINOR	<input type="checkbox"/>	RESIDENTIAL	<input checked="" type="checkbox"/>	RESIDENTIAL
AMENDING/REPLAT	<input type="checkbox"/>	COMMERCIAL	<input type="checkbox"/>	COMMERCIAL

Address of property: 710 W. Mulberry St.

Name of Applicant: Ryan Moeckel - Platting Manager Phone: 832-595-7926

Name of Company: McKim and Creed Phone: 281-491-2525

E-mail: rmoeckel@mckimcreed.com

Name of Owner of Property: Mulberry Fields, LLC Attn: Corey Boyer

Address: 12618 Rolling Valley Drive, Cypress, Texas 77429

Phone: 832.525.1633 E-mail: corey@bhgcllc.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) *R Moeckel*

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 30th day of September, 2021.



Nancy Morales
Notary Public for the State of Texas
Commission Expires: 10/15/24

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) 710 W. Mulberry St., Angleton, TX

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

Ryan Moeckel

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: Ryan Moeckel

ADDRESS: 12718 Century Drive, Stafford, Texas 77477

APPLICANT PHONE # 281-491-2525 E-MAIL: rmoeckel@mckimcreed.com

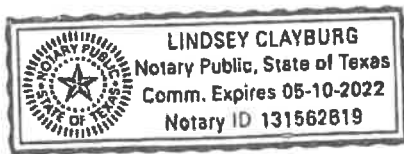
PRINTED NAME OF OWNER: Corey Boyer w/ Mulberry Fields, LLC

SIGNATURE OF OWNER: [Handwritten Signature] DATE: 9/29/21

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 29 day of September, 2021.

(SEAL)



[Handwritten Signature] Notary Public for the State of Texas Commission Expires: 5/16/22

PROJECT SUMMARY FORM

Address of property 710 W. Mulberry St, Angleton, TX

The subject property fronts 60 feet on the north side of Mulberry St.

Depth: 910 feet Area: 566,471 sq.ft. Acres: 13.0044 acres square feet

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

Proposed single family residential 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.

The purpose of submitting this preliminary plat is to make sure we have an approved subdivision through the City of Angleton before committing to much time/money into the project. Saying this, there are a few items on the checklist the we are not including. We are fully aware that pending the approval of this preliminary plat, we will submit all the items required before or at time of the final plat being submitted.

Name: Ryan Moeckel

Date: 09/30/2021

SUBMITTAL REQUIREMENTS

Land Development Code, Chapter 23 §117 – Preliminary Plats

https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH23LADECO_APXAPLLASULI_SUBAPPEN_DIX_A-1PLCE_S23-117PRPL

SUBMITTAL REQUIREMENTS. THE FOLLOWING INFORMATION SHALL BE FILED:

- M&C** 1. A completed application form and application fee; **No issues.**
- M&C** 2. One full size, 24-inch × 36-inch, paper copy of the plat (prepared consistent with §117.B) and a .pdf file of the same and one paper copy and electronic copy of all items submitted in support of the plat; **No issues.**
- ADICO** 3. A preliminary utility plan showing all existing and proposed utilities; **No issues.**
- N/A** 4. A TIA, if the development meets the threshold requirements set out in section 23-24, Traffic impact analysis (TIA). If a TIA is required, the applicant shall meet with the city engineer and a TXDOT representative (if applicable) in advance of the submittal to define the TIA parameters. An incomplete or deficient TIA shall constitute grounds to find a plat to be incomplete, or to deny the plat; **No required size of development per trip count.**
- ADICO** 5. Utility and drainage reports with adequate information to determine conformity with the utility and drainage requirements of this LDC. Physical features, including the location and size of watercourses, 100-year floodplains per FIRM maps, proposed CLOMR boundaries, regulated wetlands and areas where water drains into and out of the subdivision; **No issues.**
- ADICO** 6. A drainage report, as set out in section 23-15, Drainage and utilities; **No issues.**
- N/A** 7. A soil suitability report (~~geotechnical report~~), as set out in section 23-25. ~~Drainage and utilities, subsection G.~~ Soil suitability report; **This has not been completed. We are awaiting approval on the preliminary plat to confirm the location of the utilities will be acceptable prior to completing the geotech report. Can this be provided with the construction plans?**
- M&C** 8. A current tax certificate(s); **No issues.**
- N/A** 9. Construction plans may be submitted at the option of the applicant; **This will be submitted at a later date.**
- N/A** 10. A certification of approval of the plat by planning and zoning commission and city council, as shown in section 23-118, Final plats, subsection C; **N/A** **Developer will pay for in lieu of park dedication.**
- M&C** 11. A statement if parkland will be dedicated or fees-in-lieu of parkland dedication will be paid; **Developer will pay for in lieu of park dedication.**
- M&C** 12. Heritage tree survey and a tree preservation plan; **Can this be provided with the construction plans at a later date. We anticipate full tree mitigation offsite (within city**
13. All other information necessary to demonstrate compliance with all requirements of the LDC and all other development codes of the city; and
- N/A** 14. Construction plans for any required public improvements may be submitted with the plat or after the approval of the plat but shall be filed and approved prior to the filing of a final plat. **This will be submitted at a later date.**

PLAT FEES:

ADMINISTRATIVE PLAT

\$250.00 Plus Review Expense

REGULAR PLAT SUBMITTAL:

***RESIDENTIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

- 200 Lots or less \$800.00 plus \$6.00 per lot
 - More than 200 Lots \$4.00 per additional lot over 200
 - Plan Review Fee by City Engineer \$1,000.00
- deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time).

***COMMERCIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

- Less than two acres \$1,000.00
 - More than Two Acres \$1,000.00 plus 25.00/additional acre
 - Plan Review Fee by City Engineer \$1,000.00
- deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time)

*Paid \$1,076.00
(See receipt)*

OFFICE USE ONLY:

Date received: _____ By: _____

Type of Plat: _____

Description of individual charges:

Total Fee Received: _____ By: _____

Proof of taxes received: _____ Yes If no, explain: _____

PRELIMINARY PLAT MEETINGS:

Pre-submission conference/meeting date: _____

Received Preliminary Plat on: _____ by _____

Preliminary plat staff meeting date: _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

FINAL PLAT MEETINGS:

Received final plat on _____ by _____

Reviewed by Staff on _____ by _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

Filed with County Clerk on: _____

File-stamped copy to owner/developer on: _____

September 28, 2021

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

Re: Mulberry Fields Subdivision (13.00 acre tract)
Preliminary Plat Submittal
Utilities and Drainage Analysis

Dear Mr. Reeves:

Pursuant to the requirements for Preliminary Plat submittal for the City of Angleton, please find attached the Utilities and Drainage Analysis for the proposed Mulberry Fields Subdivision located at 710 W. Mulberry St. in Angleton, Texas.

The proposed development will include 46 single family lots with min lot size of 60' in width and min 6300 SF.


We are requesting the following water and sewer capacity commitments:

Water Demand	46 ADF @ 360 gpd	= 16,560 gpd
Wastewater Treatment	46 ADF @ 300 gpd	= 13,800 gpd

(ADF is the Average Daily Flow)

Should you have any questions, please contact me at 832.895.1093.

Sincerely,
Adico, LLC
TBPE Firm No. 16423


Dinh V. Ho, P.E.
Principal

Mulberry Fields Subdivision
Angleton, Texas
Proposed Utilities and Drainage Analysis

Introduction

The proposed development comprises of approximately 13 acres to be developed into a residential subdivision of forty-six (46) 6,300 sq. ft. single family lots.

The property is bounded to the north by a vacant tract and a Texas New Mexico Power Company substation, to the west by Heritage Lane, to the east by North Walker Street and to the south by W. Mulberry St. (SH 35).

The tract is currently overgrown with trees of various sizes. Some of which will be cleared for the construction of the development. The land is relatively flat with elevation changes throughout of approximately two to three feet (2'-3').

Storm Sewer & Drainage

A predevelopment and post-development analysis of the tract using the Malcolm's Hydrograph Method resulted in a required detention volume of 8.26 AC-FT or a detention rate of approximately 0.64 AC-FT/AC. The detention requirements are based on Angleton Drainage district criteria.

An onsite storm sewer collection system is proposed and includes a combination of 18", 24" and 30" storm sewer pipes which discharge into the proposed detention pond. The outfall of proposed detention pond will be located on N. Walker Street Right with an outfall allowable rate of 0.45 cfs/AC per the Angleton Drainage District design criteria.

Water Distribution

The proposed water distribution system includes a combination of 6" and 8" PVC pipes with fire hydrants spaced at a maximum of 500' apart. The proposed system will be connected to the City of Angleton's water distribution system located on N. Walker Street.

Sanitary Sewer System

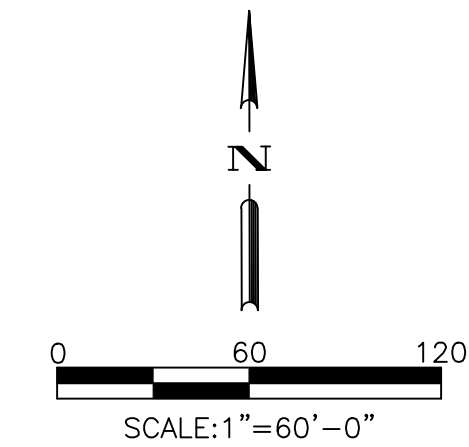
The proposed sanitary sewer collection system includes a combination 6" and 8" PVC pipes at a maximum depth of seven (7) feet. The proposed sanitary sewer collection system will be connected to the City of Angleton's sanitary sewer collection system located on N. Walker Street.

J. DE J. VALDERAS SURVEY ABSTRACT NO. 380

COMMUNITY PUBLIC SERVICE COMPANY
13.203 ACRE
(VOL. 1467, PG. 234; B.C.D.R.)

TEXAS NEW MEXICO POWER CO.
2.140 ACRE

TEXAS NEW MEXICO POWER CO.
1.147 ACRE



CIVIL ENGINEER:
ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRENDSWOOD, TX 77546
PHONE: 832-895-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

BENCHMARK:

FLOODPLAIN:

CITY OF ANGLETON, TX
MULBERRY FIELDS SUBDIVISION
SUBDIVISION OF 13 ACRE
TRACT OF LAND

INTERIM REVIEW
Not to be used for construction,
bidding or permit purposes.
Engineer: DINH V. HO, P.E.
PE License No.: 93895
Date: 09-27-21

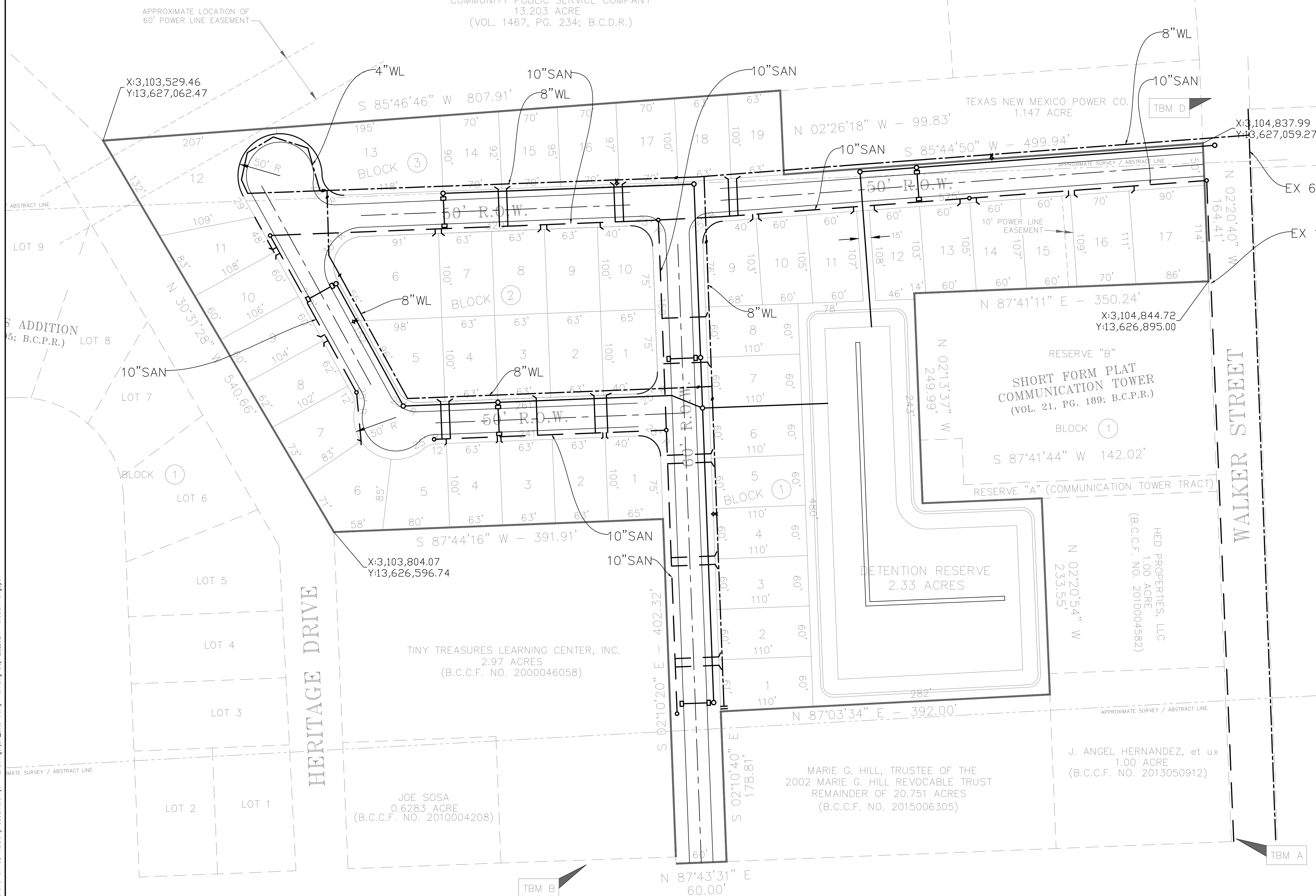
NO.	DATE	REVISION

PROJECT OWNER:
CITY OF

PROJECT LOCATION:
MULBERRY FIELDS SUBDIVISION

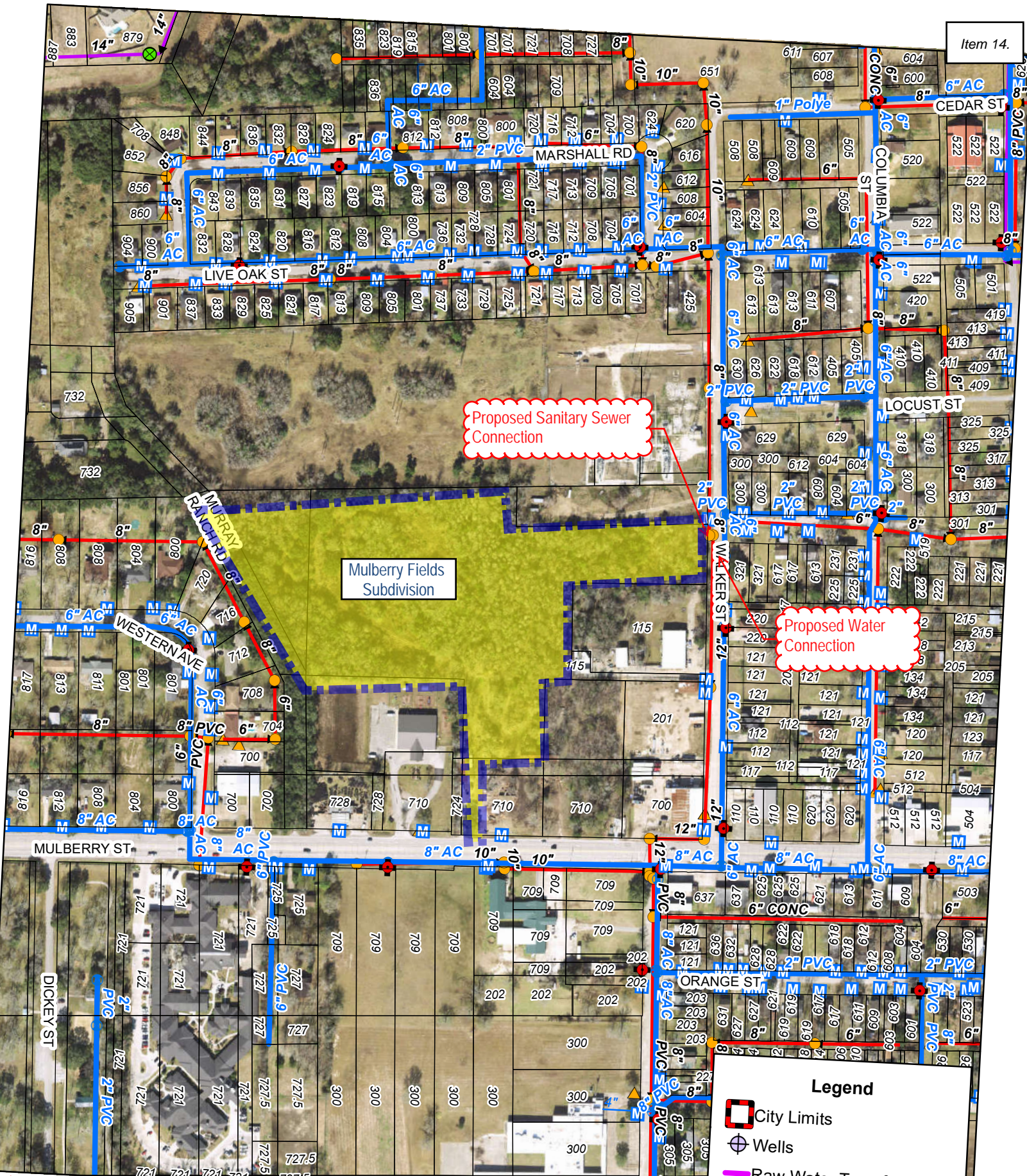
PRELIMINARY LAYOUT

ALLC PROJECT NO.	SHEET NO.
DRAWN BY: SN	PL
CHECKED BY: DH	
DRAWING SCALE:	
HORZ. VERT. DATE PLOTTED: Sep 28 2021 - 10:03am	



H. H. CORNWALL SURVEY ABSTRACT NO. 180

D:\adico\dreppov\adico\PROJECTS\21015-01 CB Mulberry Subdivision\6 - Drawings\C4_Site Utility Plan.dwg Sep 28 2021 - 10:03am anguyen



Proposed Sanitary Sewer Connection

Proposed Water Connection

Mulberry Fields Subdivision

Legend

- City Limits
- Wells
- Raw Water Transfer Lines

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Angleton makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Angleton from any damage, loss, or liability arising from such use.



Operated by:
City of Angleton
121 S. Velasco St.
Angleton, TX 77515
979-849-4364

City of Angleton GIS Mapping

1" = 324'





BOARD OF ADJUSTMENT
APPLICATION FOR VARIANCE

City of Angleton
121 S. Velasco
Angleton, TX 77515
979-849-4364

Applicant: Ryan Moeckel w/McKim and Creed Phone: 281-491-2525 Cell: 832-595-7926

Address: 12718 Century Drive

City: Stafford State: Texas Zip: 77477

Applicant's Status: (check one) [] Owner [x] Representative [] Tenant

Property owner: Mulberry Fields, LLC Attn:Corey Boyer Phone: 832.525.1633 Cell: N/A

Address: 12618 Rolling Valley Drive

City: Cypress State: Texas Zip: 77429

Applicant Signature Date Owner Signature Date

Property Information:

This application must be accompanied by a site plan and any other documents requested, such as plot plans, photographs, topographic contour maps that are necessary to properly review the application.

Street address or location: 710 W. Mulberry St.

Legal Description: 13.004 ACRES (see M&Bs included in submittal)
(please provide copy of metes and bounds)

Present zoning: SF-6.3 Present land use: Undeveloped

Is a site plan, preliminary or final plat pending on the agenda of the Planning & Zoning Commission or the City Council? [x] Yes [] No

Have you applied for a building permit? [] Yes [x] No Date denied:

Has the Board of Adjustments issued an unfavorable ruling on this property within the last six months? [] Yes [x] No

If yes, when: N/A

Please provide proof of taxes paid on this property. Tax statement included in submittal showing no taxes due

Request Information:

Please answer the following questions as completely as possible. Failure to outline fully the situation by answering these questions could cause unnecessary delay in evaluating your appeal. Additional pages may be attached if necessary.

1. Describe the variance you are requesting: A few lots in this proposed subdivision are non-conforming. Specifically, Lot 5 in Block 2 does not have a 60-foot width for the entire depth of the lot; and Lots 5, 6, 7, 14, 15, 16, and 17 in Block 3 do not have the full 100-feet of depth for the full width of the lots. Each lot has greater than the minimum lot area required.

2. Describe the special or unique condition(s) of your property that exist, such as restricted area, shape, topography or physical features that are peculiar to your property: The odd shape of the parent tract for this proposal subdivision creates varying widths and angles that are non-typical. These tend to create a few lots that are close to meeting the requirements but not quite.

3. Do similar property conditions exist in your area? Explain: The configuration of the parent tract is unique in this area.

4. Explain how your need for a variance is unique to those special property-related conditions described above: The layout of this subdivision works well given the odd configuration of the parent tract except where the north and south converge and are not quite parallel, and where the worst line has an odd angle. These features create lots that are slightly non-configuration.

5. Are there special conditions affecting your property such that the strict application of the provisions of the Zoning Ordinance would deprive you of the reasonable use of your land? Explain: Yes, the odd configuration of the parent tract creates a couple of places that create slightly non-conforming lots. A strict application of the lot requirements would deprive the owner of substantial lot yield given the amount of infrastructure to be built.

6. Explain why the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property within the area: The slightly non-conforming lot configurations have been compensated by having more than the minimum lot area. These lots will provide nice home sites and their non-conformities will hardly be noticed.

7. Describe how strict enforcement of the zoning ordinance creates a hardship that is unique to your property, imposing a hardship above that suffered by the general public: The parent tract configuration almost lays out this subdivision where all lots conform; however, it is slightly odd in its non-parallel sides and angles which create a few slightly non-conforming lots. Most other tracts do not have the constraints this one does for innovative site planning.

A completed variance application is due 30 days prior to the next Board of Adjustment meeting. Board of Adjustment meetings are held at noon on the third Wednesday of each month. At this meeting, a public hearing will be held. A public hearing notice must be published in the local newspaper (at least 14 days before the meeting) and a notice must be sent to all property owners within 200' of the property where the variance is being requested (the notice must be sent at least 10 days prior to the meeting).

Acknowledgements

I certify that the above information is correct and complete to the best of my knowledge and ability and that I am now or will be fully prepared to present the above proposal at the Board of Adjustments hearing.

I understand that in the event that I am not present or represented at the public hearing, the Board shall have the power to dismiss the proposal either at the call of the case or after the hearing, and that such dismissal shall constitute denial.

I reserve the right to withdraw this proposal at any time upon written request filed with the City Secretary's office, and such withdraw shall immediately stop all proceedings. I understand the filing fee is not refundable upon withdraw of the proposal after public notice.

I understand that if the request is approved, I must obtain a building permit from the City before any work is started on the property and that the Board of Adjustment action does not constitute the approval of the building permit.

Applicant's Initials: RM Date: 9-30-2021

Office use only	
Date received: _____	Received by: _____
Fee of \$150.00 received: _____	
Proof of taxes paid: _____	date verified: _____
Appointment of agent form attached if required: _____	
BOA Public Hearing date: _____	
Date to send letters to residents: _____	
Letters Mailed: _____	
Date to publish: _____	Date published: _____

Illustration 7: Lot Width

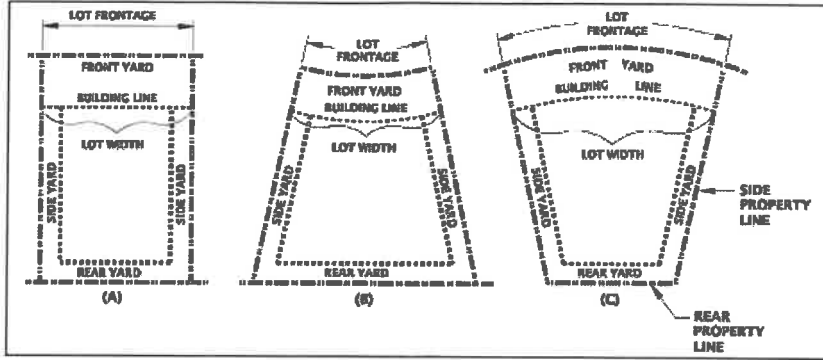


Illustration 8: Lot Area & Depth

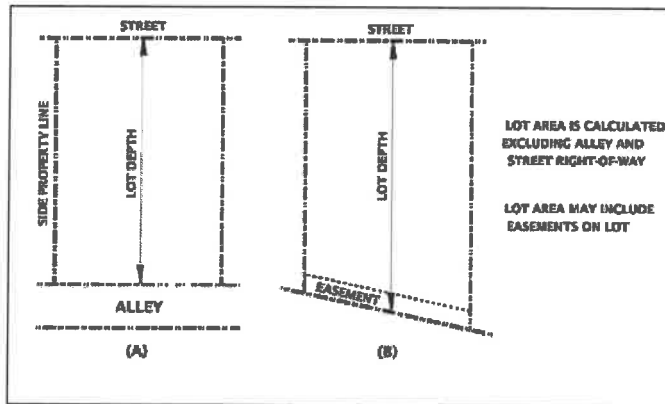


Illustration 9: Lot Width

