



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, MAY 28, 2024, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

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

#### PLEDGE OF ALLEGIANCE

#### INVOCATION

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

#### CONSENT AGENDA

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

1. Discussion and possible action to approve Resolution No. 20240528-001 Designating authorized signatories for contractual and financial documents pertaining to the General Land Office (GLO) Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Program, Contract No. 24-065-043-E535.
2. Discussion and possible action to approve Amendment No.1 for the Engineering Services contract for the Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Program Contract Number No. 24-065-043-E535.
3. Discussion and possible action to approve Amendment No. 2 for the Grant Administration Services contract for the Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Program Contract Number No. 24-065-043-E535.

4. Discussion and possible action to approve an interlocal agreement with Brazoria County for the improvements and installation of pavement markings and signage surrounding the courthouse.
5. Update and discussion on the vegetation debris at Welch Park with approval of funds for Chipping.
6. Discussion and possible action to approve the following updated Chapter 26 Article V. Drought Contingency and Water Emergency Management Plan.

## REGULAR AGENDA

7. Discussion and possible action on a request submitted by Jim Luna regarding the Tribute Concert for Emilio Navaira seeking permission of the event to be held on the evening of June 29, 2024, from 1:00 PM-10:00 PM at Veterans Memorial Park, 115 E. Magnolia Street.

## EXECUTIVE SESSION

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

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

## OPEN SESSION

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

## ADJOURNMENT

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

## CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, [www.angleton.tx.us](http://www.angleton.tx.us), in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, May 24, 2024, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez

Michelle Perez, TRMC  
City Secretary

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



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** May 28th, 2024

**PREPARED BY:** Hector Renteria

**AGENDA CONTENT:** GLO MOD Grant Resolution Authorizing Signatories

**AGENDA ITEM SECTION:** Consent Agenda

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**BUDGETED AMOUNT:**

**FUNDS REQUESTED:**

**FUND:** N/A

**EXECUTIVE SUMMARY:** Discuss, consider and take action to Approve the Resolution Designating Authorized Signatories for Contractual and Financial Documents pertaining to the GLO Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Program, Contract #24-065-043-E535.

**RECOMMENDATION:** Staff recommends approving this resolution for GLO MOD Grant.



**RESOLUTION NO. 20240528-001****A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION METHOD OF DISTRIBUTION PROGRAM (CDBG-MIT MOD) CONTRACT NUMBER 24-065-043-E535.**

**WHEREAS**, the City of Angleton, Texas has received a GLO Community Development Block Grant-Mitigation MOD award to provide Infrastructure Improvements, and;

**WHEREAS**, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the General Land Office, and;

**WHEREAS**, an original signed copy of the CDBG-MIT *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

**WHEREAS**, the City of Angleton, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide GLO with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

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

**SECTION 1.** The Mayor, City Manager, Director of Public Works, and Assistant Director of Public Works be authorized to execute contractual documents between the General Land Office and the City for the Community Development Block Grant – Mitigation MOD Program.

**SECTION 2.** The Mayor, City Manager, and Director of Public Works be authorized to execute the financial documents required for requesting funds approved in the Community Development Block Grant - Mitigation MOD Program.

**PASSED AND APPROVED THIS THE 28<sup>TH</sup> DAY OF MAY 2024.**

CITY OF ANGLETON, TEXAS

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John Wright  
Mayor

ATTEST:

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Michelle Perez, TRMC  
City Secretary



# COMMUNITY DEVELOPMENT & REVITALIZATION

## The Texas General Land Office

### Depository/Authorized Signatories Designation Form

**Subrecipient:**

Angleton

**Contract Number:**

24-065-043-E535

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

John Wright	Chris Whittaker
<b>Name</b>	<b>Name</b>
Mayor	City Manager
<b>Title</b>	<b>Title</b>
<b>Signature</b>	<b>Signature</b>
Hector Renteria	Jason Hubbell
<b>Name</b>	<b>Name</b>
Director of Public Works	Assistant Director of Public Works
<b>Title</b>	<b>Title</b>
<b>Signature</b>	<b>Signature</b>

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

The First State Bank	2379672
<b>Name of Lending Institution</b>	<b>Fund Account Number</b>
206 W. North Street	Louise, TX 77455
<b>Address</b>	<b>City, State, Zip Code</b>

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

John Wright	Hector Renteria
<b>Name</b>	<b>Name</b>
Mayor	Director of Public Works
<b>Title</b>	<b>Title</b>
<b>Signature</b>	<b>Signature</b>



## COMMUNITY DEVELOPMENT & REVITALIZATION

### The Texas General Land Office

#### *Depository/Authorized Signatories Designation Form*

Chris Whittaker	
<b>Name</b>	<b>Name</b>
City Manager	
<b>Title</b>	<b>Title</b>
<b>Signature</b>	<b>Signature</b>

**NOTE:** A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

**Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** May 28th, 2024  
**PREPARED BY:** Hector Renteria  
**AGENDA CONTENT:** GLO MOD Ammendment #1  
**AGENDA ITEM SECTION:** Consent Agenda

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

**EXECUTIVE SUMMARY:** Discuss, consider, and take action to approve Amendment #1 for the Engineering Services contract for the Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Program Contract Number #24-065-043-E535.

**RECOMMENDATION:** Staff recommends approving this amendment for GLO MOD Grant.

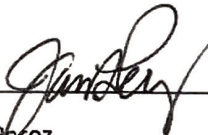
# AMENDMENT NO. 1

## City Grant Administration & Environmental Services Contract

As pre-procurement required the City to contractually enter into an agreement prior to the establishment of the project; the contract agreement was based on a percentage (%) figure.

Federal Regulations require that with funding; the Grant Administration & Environmental Services Contract must be amended to include a dollar figure. The contract amounts are as follows:

- Contract Amount for Non-Housing Project (Infrastructure): **\$11,540.00**  
Contract # **22-119-002-D360**

  
\_\_\_\_\_  
Jason Perez  
City of Angleton - Mayor

  
\_\_\_\_\_  
Judy Langford  
Langford Community Management Services

Date: May 24, 2022



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** May 28th, 2024  
**PREPARED BY:** Hector Renteria  
**AGENDA CONTENT:** GLO MOD Ammendment #2  
**AGENDA ITEM SECTION:** Consent Agenda

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

**EXECUTIVE SUMMARY:** Discuss, consider, and take action to approve Amendment #2 for the Grant Administration Services contract for the Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Program Contract Number #24-065-043-E535.

**RECOMMENDATION:** Staff recommends approving this amendment for GLO MOD Grant.

# AMENDMENT NO. 2

## City Grant Administration & Environmental Services Contract

As pre-procurement required the City to contractually enter into an agreement prior to the establishment of the project; the contract agreement was based on a percentage (%) figure.

Federal Regulations require that with funding; the Grant Administration & Environmental Services Contract must be amended to include a dollar figure. The contract amounts are as follows:

- Contract Amount for Non-Housing Project (Infrastructure):

- Grant Administration **\$143,432.00**
- Environmental Services **\$12,000.00**

Contract # **24-065-043-E535**

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

  
\_\_\_\_\_  
Judy Langford  
Langford Community Management Services

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





## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** May 28th, 2024

**PREPARED BY:** Hector Renteria

**AGENDA CONTENT:** Interlocal Agreement for 2024 Signage and Paving Improvements

**AGENDA ITEM SECTION:** Consent Agenda

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**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:**

**EXECUTIVE SUMMARY:** The City of Angleton has agreed to partner with Brazoria County to improve the signage and pavement markings around the courthouse area. This occurred on the April 23<sup>rd</sup>, 2024, regular council meeting. This interlocal agreement is required to move forward with this project.

**RECOMMENDATION:** Staff recommends for council to approve this interlocal agreement.

**INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY, TEXAS, AND  
THE CITY OF ANGLETON, TEXAS, FOR THE 2024 SIGNAGE & PAVING  
IMPROVEMENTS PROJECT**

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

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

WHEREAS, Texas Transportation Code § 251.012 and Texas Government Code § 791.032 authorizes the City to enter into an interlocal agreement with the County to for work performed for the construction, improvement, maintenance or repair of streets or alleys in the municipality; and

WHEREAS, the County and City recognize public parking around the Brazoria County Courthouse and Administration Building is steadily increasing due to the growing County population and construction of new buildings, and on-street parking along city streets including Locust, Arcola, Magnolia and Live Oak Streets has increased; and

WHEREAS, the City Council of the City has authorized and approved the improvement of 2024 Paving Improvements Project by council action at the April 23, 2024 regular City Council meeting; and

WHEREAS, the Commissioners Court of the County has authorized and approved the spending of County money, improvement listed within the City by Court Order No. H. 30 dated May 14, 2024;

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

1. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing bodies of the City and the County.
2. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
3. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services agrees to make those payments from current revenues available to that paying Party.
4. **Term.** This Agreement shall commence on the Effective Date and shall terminate under the conditions set forth herein.

5. **2024 Paving Improvements** The County and the City hereby jointly agree to make improvements and installation of pavement markings and signage on and along City streets identified in **Exhibit A** and at any other location around the Courthouse structures and parking lots to control parking, direct the public to other County parking facilities, properly identify crosswalks and no parking areas to ensure the safety and protection of pedestrians, and the efficient flow of automobile traffic.

6. **County's Covenants.** The County agrees to the following:

- a. Fabrication of six (6) wayfinding signs that conform with County, City and the Texas Department of Transportation Manual on Uniform Traffic Control Devices ("MUTCD") specifications as set forth in **Exhibit A** (quantity and locations as described in the Exhibit A); and
- b. Installation of all forty eight (48) signs that conform with County, City and "MUTCD" guidelines, fabricated by City and County as depicted on **Exhibit A**; and
- c. Installation of all pavement markings depicted on **Exhibit A** and at other locations around the County structures and parking that meet "MUTCD" requirements relating to crosswalks and parking control.

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

- a. Fabricate a total of forty two (42) signs that conform with County, City and the Texas Department of Transportation Manual on Uniform Traffic Control Devices ("MUTCD") specifications including "No Parking Anytime," "No Courthouse Parking," and "Stop" signs as set forth in **Exhibit A** (quantity); and
- b. Approve the pavement markings and signage installation on City streets as set forth in **Exhibit A** and other locations as recommended by the "MUTCD" if any.

8. **Fair Compensation.** The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensates the performing Party. In lieu of actual payment the monetary value of the obligations and the necessary manpower and expenditures to fabricate, and install signage and pavement markings represent fair compensation.

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

10. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should

the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's *sole and exclusive remedy* shall be to terminate this Agreement.

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

12. **Supervision and Administration.** Pursuant to [Texas Government Code § 791.013](#), the Parties may create an administrative agency, designate a local government, or contract with a qualified tax-exempt organization to supervise the performance of this Agreement.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Karen McKinnon  
Brazoria County Engineer  
451 N. Velasco, Suite 230  
Angleton, Texas 77515

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

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

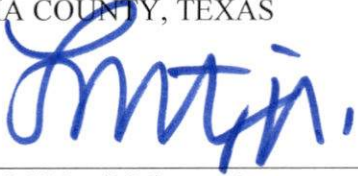
25. **Effective Date.** The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

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

**COUNTY:**

BRAZORIA COUNTY, TEXAS

By:

  
\_\_\_\_\_  
L.M. "Matt" Sebesta, Jr.  
County Judge

**CITY:**

THE CITY OF ANGLETON, TEXAS

By:

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

ATTEST:

By:

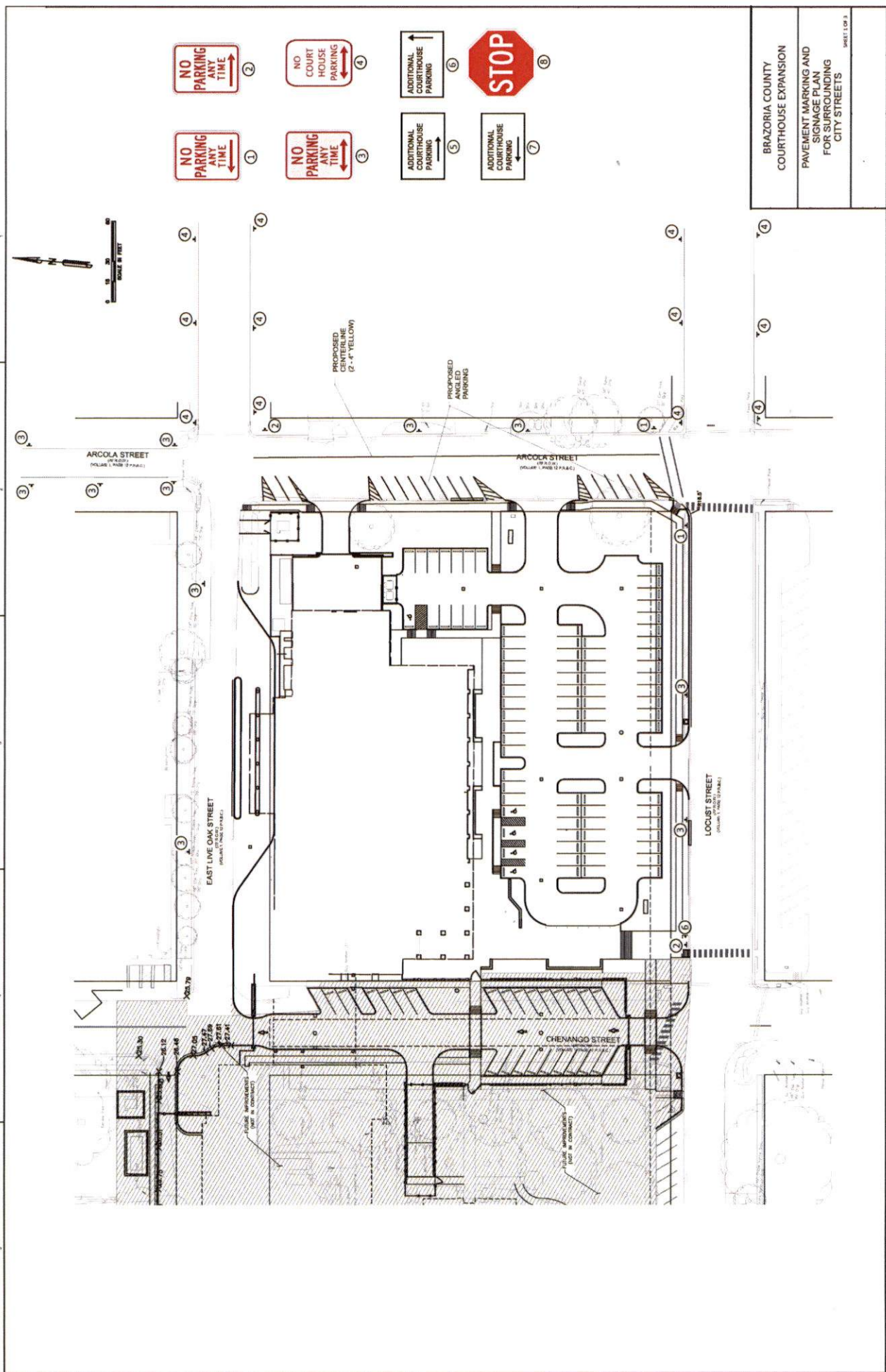
\_\_\_\_\_  
Chris Wittaker  
City Manager

# EXHIBIT

# A





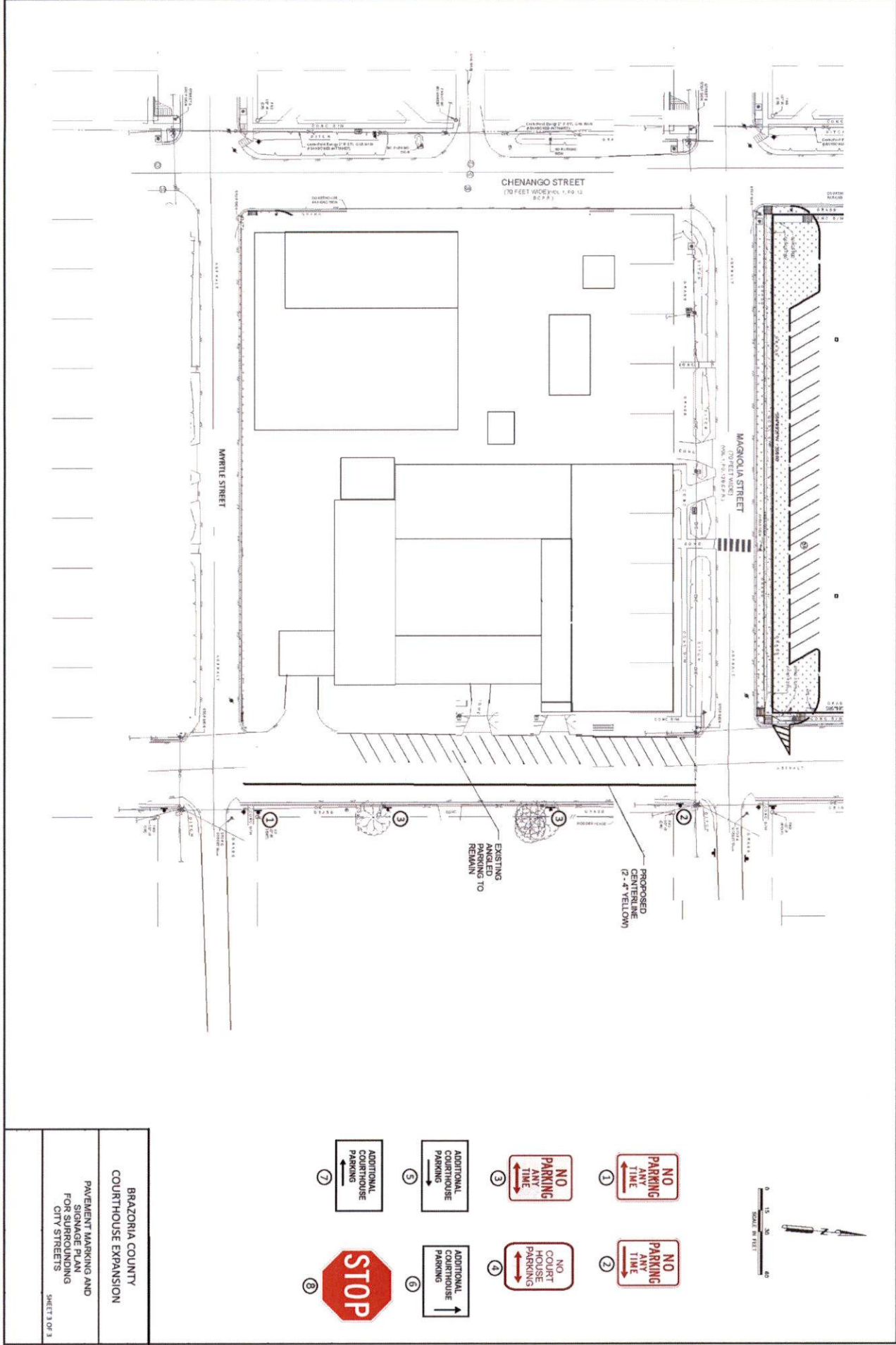


BRAZORIA COUNTY COURTHOUSE EXPANSION
PAVEMENT MARKING AND SIGNAGE PLAN FOR SURROUNDING CITY STREETS
SHEET 1 OF 3

Item 4.









## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** 05/28/2024

**PREPARED BY:** Jamie Praslicka

**AGENDA CONTENT:** Update on Vegetation Debris at Welch Park

**AGENDA ITEM SECTION:** Consent Agenda

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**BUDGETED AMOUNT:** None

**FUNDS REQUESTED:** \$ 50,000

**FUND:** N/A

**EXECUTIVE SUMMARY:**

The Office of Emergency Management initially filed for a permit to burn the vegetation debris from the March 15<sup>th</sup> storm. On May 7<sup>th</sup>, 2024 we received notification that TCEQ had denied our permit to burn the debris due to it not being a State declared disaster, therefore other practical means must be utilized.

The same day we requested an appeal, and a meeting was held on May 14<sup>th</sup>. During the meeting multiple agencies were present including the Texas Division of Emergency Management. At the end of the meeting our appeal was denied. Due to this we must move forward with the next option which is chipping. In collaboration with the Parks and Recreation department we are utilizing the chips to aid the city in projects along with allowing our citizens access to the chips, which will be determined at a later date.

**RECOMMENDATION:**

That the council approve the funds to begin the chipping of debris from the March 15<sup>th</sup> storm.

## REQUEST FOR APPROVAL OF TEMPORARY DEBRIS MANAGEMENT SITE FOR DEBRIS RESULTING FROM STATE OR FEDERAL DISASTER

**REQUIREMENTS:**

- The owner of the property should submit this request to temporarily store debris to the appropriate TCEQ Regional Office: <https://www.tceq.texas.gov/agency/directory/region/reglist.html>. Material stored for longer than the approval period may be considered solid waste and the site may be subject to permitting requirements and Texas Administrative Code (TAC) Chapter 330 rules, including providing financial assurance for the site.
- Requests may be submitted prior to a disaster; however, the owner or operator of the property may not store or process debris on the site until the site is approved by the TCEQ. Once the owner or operator of the property decides to use the site, notice must immediately be made to the local TCEQ Regional Office.
- IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO MEET ALL GENERAL CONDITIONS AT THE TIME OF USE.** This notice does not allow any activity that creates or contributes to a nuisance condition and only applies to the management of debris generated by a natural disaster.

**NAME OF DISASTER:** Angleton Severe Storm March 2024  
**(To be updated during site activation notification)**

**REQUESTING AUTHORIZATION FOR A** (Check all that apply):

☐ Staging/Stockpiling Site ☐ Emergency Burial Site ☐ Emergency Burn Site ☒ Wood Chipping Site

**SITE INFORMATION:**

Site Name: Ruben Welch Park  
 Site Address: 2198 E. Kiber St. Angleton Tx 77515  
 Location and/or Directions to Site: Located off Hwy 523 (west) on Kiber street.

Nearest City: Angleton County: Brazoria  
 Site Lat/Long (in digital degrees to 5 decimal places): 29°09'27.6"N 95°24'02.9"W  
 Site Legal Description: A0375 T Tinsley Tract 167 - 20 Acres

**SITE OWNERSHIP INFORMATION:**

Site Ownership (Check one) ☒ Local Government ☐ State or Federal Government ☐ Private Landowner  
 Site Owner Name: City of Angleton  
 Site Owner Address: 121 South Velasco  
 Site Owner Phone: 979-848-5600 Site Owner E-Mail: jpraslicka@angleton.tx.us  
 Approximate Size of Property: 20 acres

**REQUESTOR INFORMATION (If different from property owner):**

Requestor Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Requestor Company Name: \_\_\_\_\_  
 Requestor Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Requestor Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Requestor Affiliation to Site: \_\_\_\_\_  
 Requestor Contact Person/Project Manager Name (If different): \_\_\_\_\_  
 Requestor Contact Person/Project Manager Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**SITE CONTRACTOR INFORMATION:**

Site Contractor Name: \_\_\_\_\_ Company Name: \_\_\_\_\_  
 Site Contractor Address: \_\_\_\_\_  
 Site Contractor Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**PLEASE ATTACH MAP OF SITE. INCLUDE ACCESS POINTS, DEBRIS PILE AREAS, GRINDER/TRENCH BURNER LOCATION, OFFICE OR TRAILERS, ETC.**

Item 5.

**Distance from Debris Pile to Nearest Property Line:** 300 ft  
**Distance from Debris Pile to Nearest Building:** 677 ft  
**Building use:** Residential across the road (residential, commercial, school, daycare, etc.)

**Distance from Processing Site Location to Nearest Property Line:** 600 ft  
**Distance from Processing Site Location to Nearest Building:** 677 ft  
**Building use:** Residential across the road (residential, commercial, school, daycare, etc.)

**Type of Debris:** ☐ Mixed construction & demolition ☒ Vegetative ☐ Putrescible Waste  
☐ Other (Please specify)

**Purpose** ☐ Staging /Stockpiling ☐ Burial ☒ Chipping/Grinding ☐ Recycle ☐ Open Burn ☐ Air Curtain Incinerator ☐ Other (Please specify)

**Ultimate disposal:** ☐ Authorized Off-site Landfill ☒ Beneficial Use ☐ Burn ☐ Recycling  
☐ Other (Please specify)

**Volume of Material, estimate:** 20,000 cubic yards (to be updated during the site activation notification)

**Burn Dates:** From to (to be updated during the site activation notification)

**SPECIAL SITE SPECIFIC INFORMATION & CONDITIONS:**

**Was this site previously used or approved for debris management during previous disasters?**  
Nicholas

**Other** The chipping will be utilized for the building of berms on the property as a natural wildflower area utilizing a hugelkultur process.

## GENERAL CONDITIONS

### FOR APPROVAL OF TEMPORARY DEBRIS MANAGEMENT SITES FOR DEBRIS RESULTING FROM STATE OR FEDERAL DISASTER

#### All Sites:

- ☐ Approval is for 90 days from the date of the state or federal disaster.
- ☐ Notification **MUST** be made to the local TCEQ Regional Office for your area prior to site use:  
<http://www.tceq.texas.gov/about/directory/region/reglist.html>
- ☐ Consult with the local TCEQ Regional Office for additional guidance.
- ☐ Contact the TCEQ Regional Office for your area for additional approvals or extensions.
- ☐ **You must have local government approval.** Provide written documentation of local government approval.
- ☐ Ensure that site is located above the 100-year floodplain, or has an authorization from the local floodplain administrator. (The floodplain map used for locating the site must be from an original Flood Insurance Rate Map prepared by FEMA, a copy of the Flood Prone Area Map prepared by the U.S. Geological Survey or an equivalent constructed map that depicts the limits and elevations of any 100-year floodplain on or adjacent to the proposed site).
- ☐ Ensure that site is located outside any known wetlands.
- ☐ Ensure that site is located at least ¼ mile from a public or private water supply (surface or ground).
- ☐ Ensure that site is a minimum of ¼ mile from any known caves, springs, and streams.
- ☐ Debris shall be separated into piles no larger than 4,000 cubic yards.
- ☐ If the site will receive any putrescible waste that may attract birds, it must be located at least 5,000 feet from any airport runway used only by piston-engine aircraft, or within 10,000 feet of any airport runway used by turbojet aircraft, except as may be approved by the U. S. Federal Aviation Administration.
- ☐ Any hazardous materials, asbestos, and PCBs must be separated and disposed of appropriately.
- ☐ 24-hour control of the site must be maintained to prevent unauthorized disposal at the site.
- ☐ Refer to the following FEMA websites for requirements for FEMA reimbursement:  
Public Assistance Grant Program: <https://www.fema.gov/public-assistance-policy-and-guidance>  
Debris Management Guide: <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>
- ☐ **If material is stored for longer than the approved period, it may be considered solid waste and the site may be subject to permitting requirements and TAC Chapter 330 Rules. No debris may be brought to the site prior to a disaster. All conditions in this document shall be met at the time of use. TCEQ personnel will be periodically monitoring these sites and any deviation from this approval (without prior authorization) can lead to possible regulatory actions.**

#### Staging/Stockpiling Sites ONLY:

- ☐ Provisions must be in place to separate for proper disposal according to guidance provided by the local TCEQ Regional Office, to ensure that prohibited wastes such as batteries, used oil or oil filters, tires, appliances containing CFCs (such as refrigerators or air conditioners), bulk liquids, PCBs, or industrial hazardous wastes are not shipped to a Municipal Solid Waste (MSW) landfill.
- ☐ Items such as electronics, white goods, paints/solvents, plastics, insulated wire, asbestos materials, aerosol or pressurized containers, and other household hazardous wastes should be segregated to ensure proper disposal.

#### Emergency Burning Sites ONLY:

- ☐ Provide written notification to the TCEQ office for your area prior to burning (e-mail notification is acceptable).
- ☐ The County Judge **MUST** have received authorization from TCEQ for the burning of debris.
- ☐ Only vegetative debris and clean wood are authorized to be burned (wood that has not been painted, stained, laminated or treated with a preservative such as creosote, metals, pesticides, fungicides or other compounds).

- ☐ Provisions must be in place to exclude the burning of putrescible waste, treated wood, tires, electronic waste, white goods, paints/solvents, plastics, insulated wire, batteries, appliances, asbestos materials, aerosols, pressurized containers, and other household and non-household hazardous waste. Item 5.
- ☐ Burning site should be located at least 300 feet from the nearest property line and other structures.
- ☐ Burning is authorized only during daylight hours.
- ☐ Materials to be burned should be reasonably dry to prevent excessive smoke.
- ☐ If the burning activity causes nuisance conditions or a traffic hazard, the burning activity must be immediately halted.
- ☐ No burning activity can occur on a closed landfill.
- ☐ Any burn or debris residue will either be disposed of in a landfill which has a current TCEQ permit, used for beneficial use, or buried in the trench at the time of the burn. Residue buried in the trench will have to be deed recorded in accordance with municipal solid waste regulations. Any beneficial use of ash must be approved by the local TCEQ Regional Office for agricultural amendments. Ash cannot be used on soils impacted by salt water.

**Vegetative Debris Chipping and Mulching Sites ONLY (for units of local, state or federal government):**

- ☐ Chipping and mulching of all vegetative debris will be located at least 50 feet from the nearest property line and other structures. Any beneficial use of mulch or wood chips must be approved by the local TCEQ Regional Office for agricultural amendments. Wood chips and mulch cannot be used on soils impacted by salt water.
- ☐ Fire suppression measures have been implemented and coordinated with the local fire marshal.

---

I have read and agree to comply with the conditions of this document.

Applicant Signature: Jamie Praslicka Date: May 23rd 2024

Name and Title: Jamie Praslicka Emergency Management Coordinator

Affiliation: City of Angleton



# NOVUS

## WOOD GROUP

City of Angelton  
121 S. Velesco  
Angleton, Tx. 77515

April 19, 2024

Attn: Jamie Praslicka

(979) 900-5370

**Your Sales Representative Is:**  
Steve Ghormley

**WE ARE PLEASED TO QUOTE ON THE FOLLOWING:**

Quantity	Description	Unit Price	Total
	<b>On-site Grinding</b>		
19,196 Cubic Yards	Novus Wood Group LP., will provide all necessary equipment, labor, transportation and insurance to perform the grinding of the tree debris generated from City of Angleton.		
	First Grind	\$2.50 Per yard	\$47,990.00
		<b>Total</b>	<b>\$47,990.00</b>

**Novus will not process any material contaminated with mud or excess dirt. All trash and ungrindables will remain with the owner. In the event the site become inaccessible due to weather, Novus reserves the right to remove the equipment until conditions improve.**

Terms  
NET 30 DAYS

F.O.B.  
ANGLETON, TEXAS

Delivery  
UPON NOTICE

# City of Angleton

## Scope of Work



PROJECT NAME	Severe Storm March 2024
COMPANY NAME	City of Angleton
POINT OF CONTACT	Jamie Praslicka
PHONE	979-900-5370
EMAIL	<a href="mailto:jpraslicka@angleton.tx.us">jpraslicka@angleton.tx.us</a>
COMPANY MAILING ADDRESS	121 South Velasco Angleton, Texas 77515
PROJECT LOCATION	2198 East Kiber Street Angleton Texas 77515
AUTHOR	Jamie Praslicka
DATE	04/24/2024

### SCOPE OF WORK

On March 15<sup>th</sup>, 2024, the City of Angleton experienced a supercell storm with a down burst of wind speeds of 75.8 mph. This storm caused major damage throughout the City of Angleton, causing the city to declare a local disaster. Residents were without power for an extended period of three days. The City of Angleton set up a charging and showering center through the weekend to assist our residents. Due to the potential hazards of the vegetation debris to our community, such as physical hazards, blocking of emergency egress, attracting of varmints, along with fire hazard, the City of Angleton began picking up the vegetation debris and placing it at Welch Park. City of Angleton utilized Crowder Gulf for the majority of the debris pick up. The debris process was finished on April 18<sup>th</sup>, 2024, with appropriately 20,615 cubic yards of vegetation debris removed from our residents.

### PROJECT DELIVERABLES

This City of Angleton is requesting the utilization of open burning to reduce the vegetation debris from the Severe storm. Angleton will create four separate piles appropriately 150 – 200 ft apart, each pile containing appropriately 5,000 cubic yards. Each pile will be slow burned limiting smoke during daylight hours and stopping 1 hour before dark. A dozer and firefighter with a brush truck unit will be available and monitoring the site throughout all burning. The City will only burn Monday-Friday. It is estimated that the burn will take appropriately two to three weeks, depending on weather and wind directions. The City will take all precautions to limit exposure to the smoke produced by the burning of the vegetation. A map along with photo's have been attached with appropriate measurements.

MILESTONES			
DELIVERY DATE	TASK	GOODS REQUIRED	SERVICES REQUIRED
04/29/2024	Begin moving vegetation debris into 5000 cubic yard piles	Dozer and operator	
05/01/2024	Begin burning vegetation debris	Dozer and operator	Firefighter and brush truck
05/17/2024	Complete burning of Vegetation, ensure no hot spots are present	Dozer and operator	Dozer and operator
05/20/2024	Lab samples taken		
05/24/2024	Haul ash to accepting Landfill		

STAKEHOLDERS		
ID NUMBER	NAME & TITLE	ROLE / RESPONSIBILITY
	Jamie Praslicka – Emergency Management Coordinator	Project Management

**Location of DMS**

The vegetation debris site of management is Welch park which is a city owned property. It was a previous

Burn site during Hurricane Ike and Nicholas for the City of Angleton.

**APPROVAL & COMMENTS**

<b>PROJECT MANAGER</b>	Jamie Praslicka
<b>SIGNATURE</b>	<i>Jamie Praslicka</i>
<b>DATE</b>	04/24/2024

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

REQUEST FOR APPROVAL OF TEMPORARY DEBRIS MANAGEMENT SITE  
FOR DEBRIS RESULTING FROM DECLARED STATE OR FEDERAL DISASTER

## REQUIREMENTS:

- The owner of the property should submit this request to temporarily store debris to the appropriate TCEQ Regional Office: <http://www.tceq.texas.gov/about/directory/region/reglist.html>. Material stored for longer than the approval period may be considered solid waste and the site may be subject to permitting requirements and Texas Administrative Code (TAC) Chapter 330 rules, including providing financial assurance for the site.
- Requests may be submitted prior to a disaster; however, the owner or operator of the property may not store or process debris on the site until a state or federal declared natural disaster occurs. Once the owner or operator of the property decides to use the site, notice must immediately be made to the local TCEQ Regional Office. **If this request is submitted prior to a declared disaster, the owner/operator must resubmit this form to the TCEQ once a disaster has been declared to confirm the site General Conditions.**
- IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO MEET ALL GENERAL CONDITIONS AT THE TIME OF USE.** This notice does not allow any activity that creates or contributes to a nuisance condition and only applies to the management of debris generated by a declared natural disaster.

NAME OF DECLARED DISASTER: Severe Storm 2024  
(To be updated during site activation notification)

## REQUESTING AUTHORIZATION FOR A (Check all that apply):

☒ Staging/Stockpiling Site ☐ Emergency Burial Site ☒ Emergency Burn Site ☐ Wood Chipping Site

## SITE INFORMATION:

Site Name: Welch Park  
 Site Address: 2198 East Kiber  
 Location and/or Directions to Site: From Angleton City Hall take 288B South to Kiber turn east. Stay on Kiber until Welch Park  
 Nearest City: Angleton County: Brazoria  
 Site Lat/Long (in digital degrees to 5 decimal places): 29.15816, -95.40101  
 Site Legal Description: A0375 IT Tinsley Tract 167 Acres 20.0

## SITE OWNERSHIP INFORMATION:

Site Ownership (Check one): ☒ Local Government ☐ State or Federal Government ☐ Private Landowner  
 Site Owner Name: City of Angleton  
 Site Owner Address: 121 South Kela South Hwy 288B  
 Site Owner Phone: 979-849-4364 Site Owner E-Mail: \_\_\_\_\_  
 Approximate Size of Property: 20 acres

## REQUESTOR INFORMATION (If different from property owner):

Requestor Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Requestor Company Name: \_\_\_\_\_  
 Requestor Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Requestor Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Requestor Affiliation to Site: \_\_\_\_\_  
 Requestor Contact Person/Project Manager Name (If different): \_\_\_\_\_  
 Requestor Contact Person/Project Manager Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## SITE CONTRACTOR INFORMATION:

Site Contractor Name: \_\_\_\_\_ Company Name: \_\_\_\_\_  
 Site Contractor Address: \_\_\_\_\_  
 Site Contractor Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**PLEASE ATTACH MAP OF SITE. INCLUDE ACCESS POINTS, DEBRIS PILE AREAS, GRINDER/TRENCH BURNER LOCATION, OFFICE OR TRAILERS, ETC.**

Distance from Debris Pile to Nearest Property Line: 300 ft  
 Distance from Debris Pile to Nearest Building: 677 ft  
 Building use: residential (across road) (residential, commercial, school, daycare, etc.)

Distance from Processing Site Location to Nearest Property Line: 600 ft  
 Distance from Processing Site Location to Nearest Building: 677 ft  
 Building use: residential (across road) (residential, commercial, school, daycare, etc.)

Type of Debris: ☐ Mixed construction & demolition; ☒ Vegetative; ☐ Putrescible Waste;  
☐ Other (Please specify) \_\_\_\_\_

Purpose: ☒ Staging /Stockpiling; ☐ Burial; ☐ Chipping/Grinding; ☐ Recycle; ☒ Open Burn; ☐ Air Curtain Incinerator; ☐ Other (Please specify) \_\_\_\_\_

Ultimate disposal: ☐ Authorized Off-site Landfill; ☐ Beneficial Use; ☒ Burn; ☐ Recycling;  
☐ Other (Please specify) \_\_\_\_\_

Volume of Material, estimate: 20,615 cubic yards (to be updated during the site activation notification)

Burn Dates: From 05/01/2024 to 07/01/2024 (to be updated during the site activation notification)

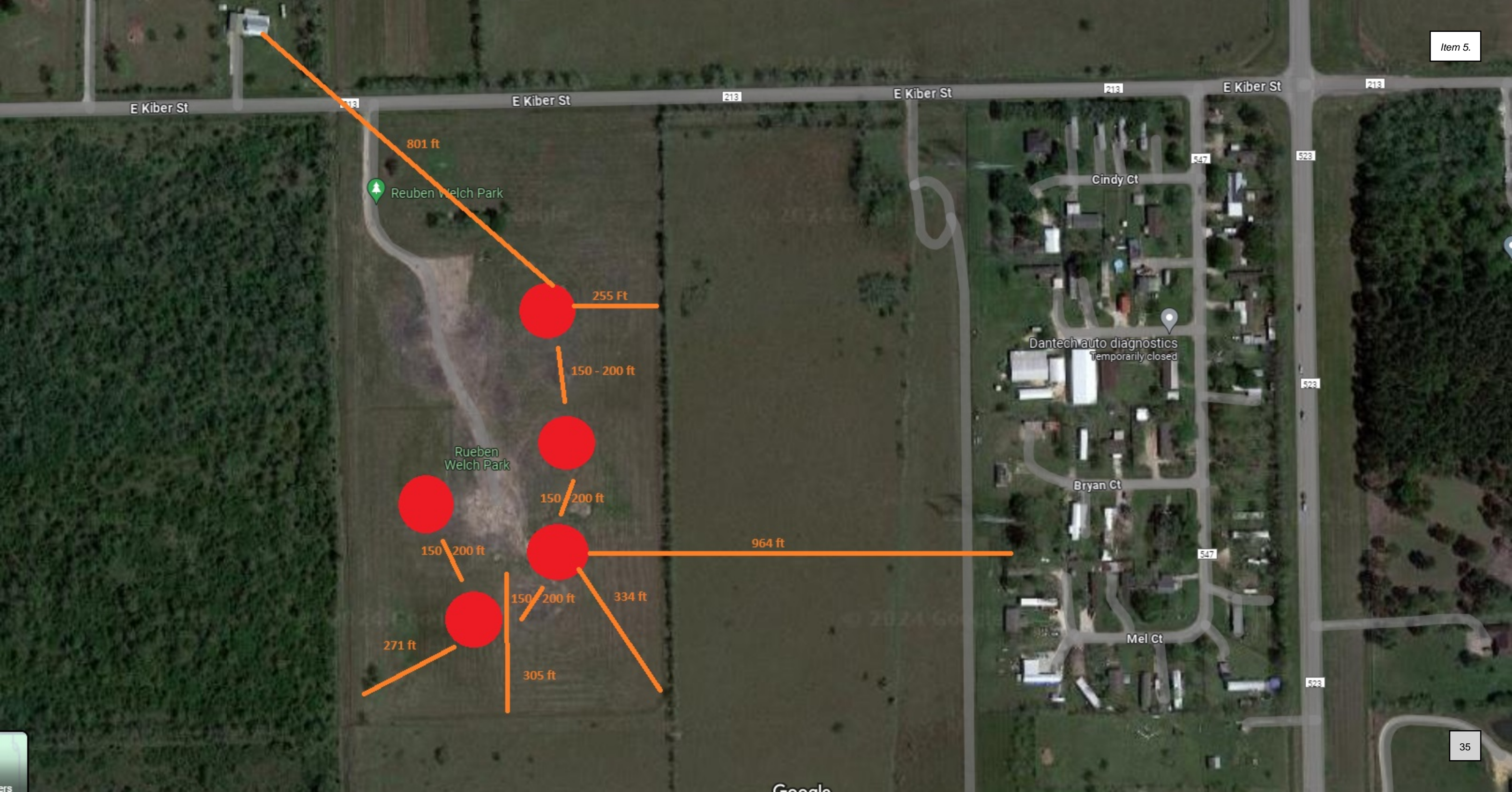
**SPECIAL SITE SPECIFIC INFORMATION & CONDITIONS:**

Was this site previously used or approved for debris management during previous disasters?

Other Site was used for vegetation burning during Hurricane Nicholas.

*Jamie Prosser*









Measure

Click points on the map to create a measurement line. Item 5. are displayed in the area.

Length  
255 ft

Save to project





Measure

Click points on the map to measure an area

Item 5.

Length  
334 ft

✓ Done

Reuben Welch Park

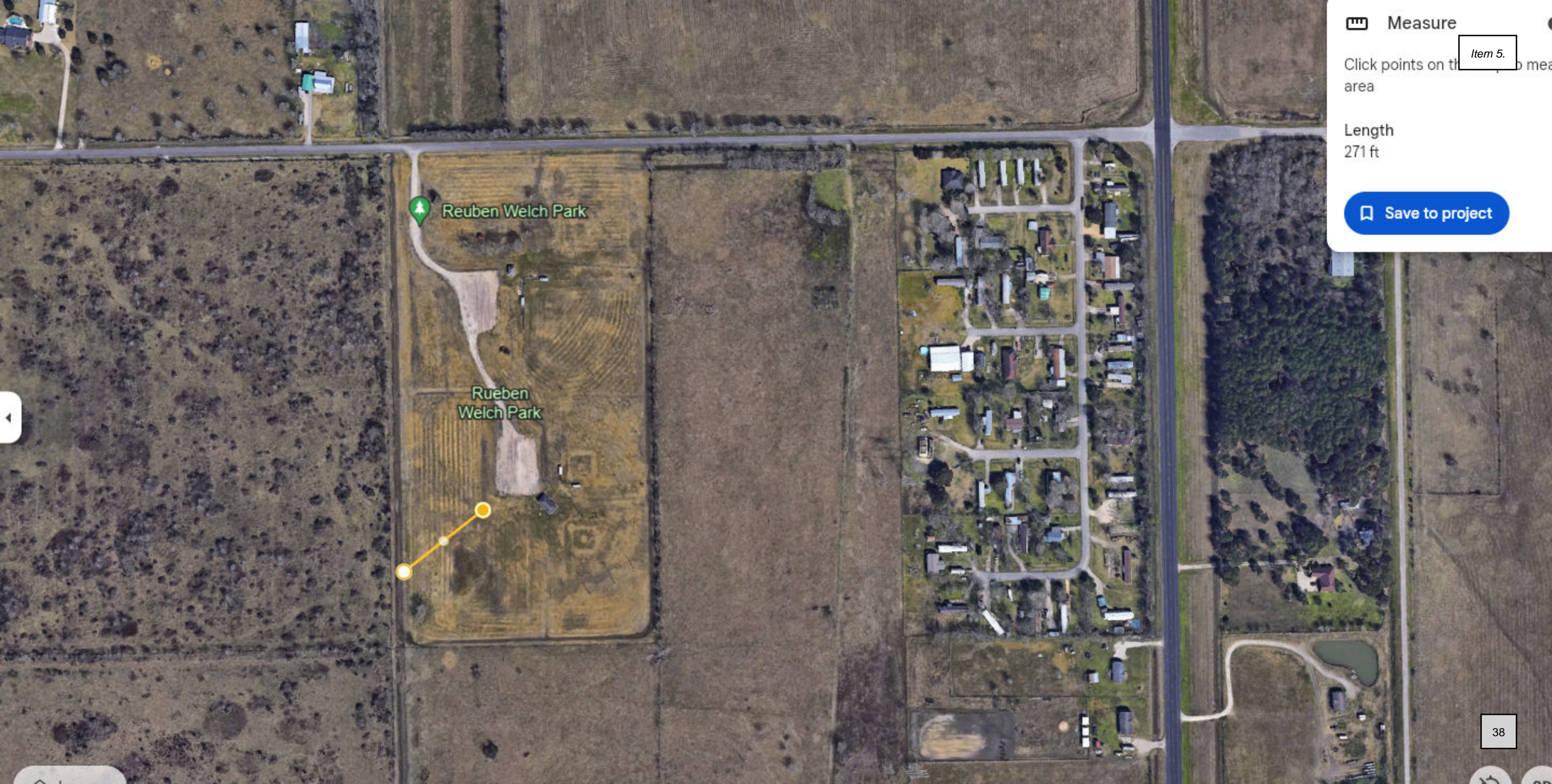
Rueben Welch Park

Layers

37

3D





Measure

Item 5.

Click points on the map to measure an area

Length  
271 ft

Save to project

Reuben Welch Park

Rueben Welch Park





 Measure

Item 5.

Click points on the map to measure distances  
area

Length  
801 ft

 Save to project





Measure



Item 5.

Click points on the map to measure distances and area

Length  
964 ft



Save to project

40



3D



Layers





Measure



Item 5.



Click points on the map to measure distances and area

Length  
305 ft

✓ Done

Layers

3D

41



**RE: [EXTERNAL] RE: City of Angleton Vegetation Debris**

Joseph Doby <joe.doby@tceq.texas.gov>

Fri 5/10/2024 1:05 PM

To: 'Mark Morgan' <Mark.Morgan@tdem.texas.gov>

Cc: Jamie Praslicka <jpraslicka@angleton.tx.us>; Chris Whittaker <cwhittaker@angleton.tx.us>; Aaron Herrera <Aaron.Herrera@tdem.texas.gov>; William Jorn <William.Jorn@tceq.texas.gov>; Warda Omar <Warda.Omar@Tceq.Texas.Gov>; Jason Ybarra <Jason.Ybarra@tceq.texas.gov>; Karina Rocha <Karina.Rocha@tceq.texas.gov>

Mark,

Received, will include you and Chief Saunders on the invite.

Regards,

Joe Doby

Air Section Manager

TCEQ Region 12 – Houston

Ph: 713-422-8943

Fax: 713-767-3520

---

**From:** Mark Morgan <Mark.Morgan@tdem.texas.gov>

**Sent:** Friday, May 10, 2024 12:37 PM

**To:** Joseph Doby <joe.doby@tceq.texas.gov>

**Cc:** Jamie Praslicka <jpraslicka@angleton.tx.us>; Chris Whittaker <cwhittaker@angleton.tx.us>; Aaron Herrera <Aaron.Herrera@tdem.texas.gov>; William Jorn <William.Jorn@tceq.texas.gov>; Warda Omar <Warda.Omar@Tceq.Texas.Gov>; Jason Ybarra <Jason.Ybarra@tceq.texas.gov>; Karina Rocha <Karina.Rocha@tceq.texas.gov>

**Subject:** Re: [EXTERNAL] RE: City of Angleton Vegetation Debris

Greetings, whatever date and time you pick, Chief Saunders and myself would like would like to join.

**Mark W Morgan, CFE**

County Liaison Officer, Brazoria

Texas Division of Emergency Management

Cell: 979-216-7177



On May 10, 2024, at 11:38 AM, Joseph Doby <[joe.doby@tceq.texas.gov](mailto:joe.doby@tceq.texas.gov)> wrote:

Jamie,

Does Tuesday 5/14 3-4 PM work for a call work?

Joe Doby

Air Section Manager

---

**From:** Jamie Praslicka <[jpraslicka@angleton.tx.us](mailto:jpraslicka@angleton.tx.us)>  
**Sent:** Tuesday, May 7, 2024 2:37 PM  
**To:** Joseph Doby <[joe.doby@tceq.texas.gov](mailto:joe.doby@tceq.texas.gov)>  
**Cc:** Chris Whittaker <[cwhittaker@angleton.tx.us](mailto:cwhittaker@angleton.tx.us)>; 'Mark.Morgan@tdem.texas.gov' <[Mark.Morgan@tdem.texas.gov](mailto:Mark.Morgan@tdem.texas.gov)>; Aaron Herrera <[Aaron.Herrera@tdem.texas.gov](mailto:Aaron.Herrera@tdem.texas.gov)>; William Jorn <[William.Jorn@tceq.texas.gov](mailto:William.Jorn@tceq.texas.gov)>; Warda Omar <[Warda.Omar@Tceq.Texas.Gov](mailto:Warda.Omar@Tceq.Texas.Gov)>; Jason Ybarra <[Jason.Ybarra@tceq.texas.gov](mailto:Jason.Ybarra@tceq.texas.gov)>; Karina Rocha <[Karina.Rocha@tceq.texas.gov](mailto:Karina.Rocha@tceq.texas.gov)>  
**Subject:** Re: [EXTERNAL] RE: City of Angleton Vegetation Debris

Good Afternoon,

I would like to set up a meeting to discuss the denial of the ability to burn the debris from this storm. It was declared a disaster for the city, but because it was so isolated it was not a declared disaster for the state.

This event generated a significant number of debris that the city has already had to fund a significant amount of money just for removal and being a smaller municipality can be difficult.

If you would advise a couple dates and times that you and your team would be available for the conversation would be greatly appreciated.

Sincerely,

Jamie

Jamie Praslicka  
Emergency Management Coordinator  
979-900-5370  
[www.angleton.tx.us](http://www.angleton.tx.us)  
City of Angleton  
121 S. Velasco  
Angleton, TX 77515

<image001.jpg>

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**From:** Joseph Doby <[joe.doby@tceq.texas.gov](mailto:joe.doby@tceq.texas.gov)>  
**Sent:** Tuesday, May 7, 2024 2:12 PM  
**To:** Jamie Praslicka <[jpraslicka@angleton.tx.us](mailto:jpraslicka@angleton.tx.us)>  
**Cc:** Chris Whittaker <[cwhittaker@angleton.tx.us](mailto:cwhittaker@angleton.tx.us)>; 'Mark.Morgan@tdem.texas.gov' <[Mark.Morgan@tdem.texas.gov](mailto:Mark.Morgan@tdem.texas.gov)>; William Jorn <[William.Jorn@tceq.texas.gov](mailto:William.Jorn@tceq.texas.gov)>; Warda Omar <[Warda.Omar@Tceq.Texas.Gov](mailto:Warda.Omar@Tceq.Texas.Gov)>; Jason Ybarra <[Jason.Ybarra@tceq.texas.gov](mailto:Jason.Ybarra@tceq.texas.gov)>; Karina Rocha <[Karina.Rocha@tceq.texas.gov](mailto:Karina.Rocha@tceq.texas.gov)>  
**Subject:** RE: [EXTERNAL] RE: City of Angleton Vegetation Debris

Jamie,

Item 5.

Thank you for reaching out to the TCEQ Region 12 office. Temporary Debris Management Sites (TDMS) are for debris resulting from state or federal declared disasters. Unfortunately, there was no disaster declaration for the March storm in Brazoria County and as such we cannot approve the TDMS application included in your request. Based on the information provided, it does not appear the proposed outdoor burning at the site would meet the requirements of 30 TAC §111.201-111.221. Practical alternatives to outdoor burning can include mechanical chipping or mulching; disposal at a landfill; or the use of an Air Curtain Incinerator; etc... We are available to participate in a discussion with you and your TDEM County Liaison, Mark Morgan, and any other state partners on collaborating on practical alternatives and authorizations which may be needed.

Additionally, to ensure the City's goal for appropriate management of this material, a Municipal Solid Waste (MSW) authorization may be needed.

Please let us know if we can be of additional assistance.

Regards,

Joe Doby

Air Section Manager

TCEQ Region 12 – Houston

Ph: 713-422-8943

Fax: 713-767-3520

---

**From:** Jamie Praslicka <[jpraslicka@angleton.tx.us](mailto:jpraslicka@angleton.tx.us)>

**Sent:** Tuesday, May 7, 2024 10:08 AM

**To:** Joseph Doby <[joe.doby@tceq.texas.gov](mailto:joe.doby@tceq.texas.gov)>

**Cc:** Chris Whittaker <[cwhittaker@angleton.tx.us](mailto:cwhittaker@angleton.tx.us)>

**Subject:** Re: [EXTERNAL] RE: City of Angleton Vegetation Debris

Good Morning,



I wanted to follow up on our permit for our debris management.

Sincerely,

Jamie

Jamie Praslicka

Emergency Management Coordinator

979-900-5370

[www.angleton.tx.us](http://www.angleton.tx.us)

City of Angleton

121 S. Velasco

Angleton, TX 77515

<image001.jpg>

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---

**From:** Joseph Doby <[joe.doby@tceq.texas.gov](mailto:joe.doby@tceq.texas.gov)>

**Sent:** Thursday, April 25, 2024 8:40 AM

**To:** Jamie Praslicka <[jpraslicka@angleton.tx.us](mailto:jpraslicka@angleton.tx.us)>

**Cc:** Chris Whittaker <[cwhittaker@angleton.tx.us](mailto:cwhittaker@angleton.tx.us)>

**Subject:** [EXTERNAL] RE: City of Angleton Vegetation Debris

Jamie,

Received, we will review the submitted information and be in touch. Thank you.

Joe Doby

Air Section Manager

Item 5.

TCEQ Region 12 – Houston

Ph: 713-422-8943

Fax: 713-767-3520

---

**From:** Jamie Praslicka <[jpraslicka@angleton.tx.us](mailto:jpraslicka@angleton.tx.us)>

**Sent:** Wednesday, April 24, 2024 6:16 PM

**To:** Joseph Doby <[joe.doby@tceq.texas.gov](mailto:joe.doby@tceq.texas.gov)>

**Cc:** Chris Whittaker <[cwhittaker@angleton.tx.us](mailto:cwhittaker@angleton.tx.us)>

**Subject:** City of Angleton Vegetation Debris

Good Afternoon,

Thank you for the assistance. I have attached (hopefully) all the requested information.

If there is anything I am missing or you need any additional information please let me know.

Sincerely,

Jamie

Jamie Praslicka

Emergency Management Coordinator

979-900-5370

[www.angleton.tx.us](http://www.angleton.tx.us)

City of Angleton

121 S. Velasco

Angleton, TX 77515

<image001.jpg>

Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

CAUTION - EXTERNAL EMAIL - Use care when opening attachments or clicking links.



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** 05/28/2024

**PREPARED BY:** Jamie Praslicka

**AGENDA CONTENT:** Discussion and possible action to approve the following updated Chapter 26 Article V. Drought Contingency and Water Emergency Management Plan

**AGENDA ITEM SECTION:** Regular Agenda

---

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

The Office of Emergency Management and Public Works is seeking approval for the Drought Contingency and Water Emergency Management Plan. This plan has been recently updated to meet current standards and incorporates the flexibility to make adjustments during a drought that align with the city's and community's needs.

**RECOMMENDATION:**

Approval of the Drought Contingency and Water Emergency Management Plan

# City of Angleton 2024 Drought Contingency and Water Conservation Plan



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## Declaration of policy, purpose, and intent

The City of Angleton 2024 Drought Contingency and Water Emergency Management Plan (“Plan”) is prepared in accordance with TCEQ rules governing development of drought contingency plans for public water suppliers as contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code. . This plan replaces the City of Angleton Drought Contingency Plan 2020.

This Plan provides a short-term water savings strategy during drought or emergency conditions. Water uses that are regulated or prohibited under this Plan are considered nonessential. Continuing such uses during times of water shortage or other emergency water supply conditions constitutes a waste of water, which subjects the offender to penalties as defined in this Plan.

A copy of the Plan can be obtained from the City’s website or the City Secretary.

The Purpose of this Plan is:

- To conserve the available water supply in times of drought, water supply shortage, and emergency.
- To maintain domestic water use, sanitation, and fire protection supplies.
- To protect and preserve public health, welfare, and safety.
- To minimize the adverse impacts of emergency water supply conditions.
- To satisfy the requirements set forth by TCEQ and other agencies.

A drought is defined as an extended period of time when an area receives insufficient rainfall to replenish the water supply, causing water supply shortages. In the absence of drought response measures, water demands tend to increase during a drought due to the increase in outdoor irrigation. The severity of a drought depends on the degree of depletion of water supplies and on the relationship between demand and available water supplies.

## Statement of Public Involvement

The City of Angleton provided an opportunity for public input in the development of this Plan by:

- Providing written notice of the proposed Plan and the opportunity to comment on the Plan by newspaper, posted notice at City Hall, and notice on the City’s website ([www.angleton.tx.us](http://www.angleton.tx.us))
- Making the draft Plan available on the City’s website ([www.angleton.tx.us](http://www.angleton.tx.us))
- Providing the draft plan to anyone requesting a copy.
- Providing an opportunity for public comment on the Plan at a City Council meeting held on May 28, 2024.
- Identifying the city's service area located within the Brazosport Water Authority or the Brazoria County Groundwater Conservation District regions.

## Public Education and Activation

Information about the Plan will be periodically provided to the public, including the conditions under which the Plan is to be initiated or terminated and the drought response measures implemented in each stage.

- The public will be notified through local media and the City’s website as described herein.
- TCEQ Houston Region and BWA or BCGCD will be notified via e-mail, providing details of the reason for initiating the Plan and the response stage.
- If any mandatory provisions of the Plan are activated, the City of Angleton will notify the Executive Director of TCEQ, the Director of Houston Region, and the General Manager of Brazosport Water Authority.
- In addition, if any mandatory provisions of the Plan are activated, the City Manager or his/her official designee will directly notify:
  - Mayor and members of the City Council
  - Fire Chief/ Fire Marshall
  - City Emergency Management Coordinator
  - County Judge and Commissioners
  - Texas Division of Emergency Management
  - Major water users
  - Critical water users, i.e., hospital, dialysis, and nursing facilities
  - Senior Angleton Leaders

## Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City. The terms “person” and “customer” as used in the Plan, includes individuals, corporations, partnerships, associations, and all other legal entities.

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. Alternate on-site reclaimed sources may be approved through a variance from the City Manager or his/her designee on a case-by-case basis.

## Definitions

For the purpose of this Plan, the terms below shall have the following meanings:

1. **Aesthetic water use** means water used for ornamental or decorative purposes.
2. **Aquatic Life** means a vertebrate organism dependent upon an aquatic environment to sustain life.

3. **Athletic field** means a public sports competition field that essentially features turf grass, used primarily for organized sports practices, competitions, or exhibition events for schools, professional sports, or league play sanctioned by the utility providing retail water supply.
4. **BWA** means the Brazosport Water Authority.
5. **BCGCD** means the Brazoria County Groundwater Conservation District.
6. **Commercial vehicle wash facility** means a permanently located business that washes vehicles or other mobile equipment with water or water-based products, including but not limited to self-service car washes, full-service car washes, roll-over/in-bay style car washes, and facilities managing vehicle fleets or vehicle inventory.
7. **Commercial and Institutional Water** use is integral to commercial and nonprofit establishments and governmental entities such as retail establishments, hotels, motels, restaurants, and office buildings.
8. **Conservation** means those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve efficiency in the use of water, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative services.
9. **Customer** means any person, corporation, or organization using water supplied by the City of Angleton.
10. **Designated outdoor water use day** means a day prescribed by a rule on which a person can irrigate outdoors.
11. **Drip Irrigation** is a micro-irrigation system that operates at low pressure and delivers water in slow, small drips to individual plants or groups of plants through a network of plastic conduits and emitters; it is also called trickle irrigation.
12. **Drought**, for this report, means an extended period when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources to be depleted.
13. **Drought contingency and water emergency response** means a strategy or combination of strategies for temporary supply management and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies required by Texas Administrative Code Title 30, Chapter 288, Subchapter B. This is sometimes called a drought contingency plan.
14. **Excessive Pooling** means allowing water to pool in a street or parking lot to a depth greater than one quarter (1/4) inch.
15. **Excessive Runoff** means allowing water to run off of property and form a stream of water in a street for a distance of fifty (50) feet or greater.
16. **Foundation Watering** means applying water to the soils directly abutting (within 2 feet) the foundation of a building structure.

17. **Gross Capacity** is the total amount of water the City can pump into the distribution system in a 24-hour period using any combination of pumps at all production facilities, without exceeding the Source Capacity long enough to cause damage to equipment. (*Maximum Capacity*)
18. **Interactive water features** include water spray, dancing water jets, waterfalls, dumping buckets, shooting water cannons, inflatable pools, temporary splash toys or pools, slip-n-slides, or splash pads maintained for recreation.
19. **Irrigation System** means a permanently installed, custom-made, site-specific system of delivering water generally for landscape irrigation via pipes or other conduits installed below ground.
20. **Landscape** means any plant material on a property, including any tree, shrub, vine, herb, flower, succulent, ground cover, grass, or turf species, that is growing or has been planted outdoors.
21. **Major Water Users:** Defined by the top ten user per data received from Utility billing and usage.
22. **Minimum Capacity** is the total amount of water the City can pump into the distribution system in a 24-hour period using the smallest pump running at each production facility and one facility completely out of service.
23. **New Landscaping** means (a) vegetation installed at the time of the construction of a residential or commercial facility, (b) installed as part of a governmental entity's capital improvement project, or (c) installed to stabilize an area disturbed by construction.
24. **Non-essential Water Use** means water uses that are not essential nor required for the protection of public health, safety, and welfare, including:
  - a. irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
  - b. use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle, except with an attended hand-held hose with positive shut-off device (no open-ended hoses or unattended hoses); an exception is allowed for Commercial Vehicle Wash Facilities.
  - c. use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - d. use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - e. flushing gutters or permitting water to run or accumulate in any gutter or street;

- f. use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
  - g. use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
  - h. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
  - i. use of water from hydrants for construction or other purposes other than firefighting.
25. **Normal Capacity** is the total amount of water the City can pump into the distribution system in a 24-hour period without exceeding its Source Capacity, with the largest pump running at each production facility and no equipment out of service.
26. **Ornamental fountain** means an artificially created structure from which a jet, stream, or flow of treated water emanates and is not typically utilized to preserve aquatic life.
27. **Pond** is a still body of water with a surface area of 500 square feet or more, filled with non-potable water and not a swimming pool.
28. **Soaker Hose** means a perforated or permeable garden-type hose or pipe that is laid above ground and provides irrigation at a slow and constant rate.
29. **Source Capacity** is the total amount of water the City can receive into its production facilities in a 24-hour period from all Surface Water providers and Active Groundwater Wells.
30. **Swimming Pool** means any structure, basin, chamber, or tank, including hot tubs, containing an artificial body of water for swimming, diving, or recreational bathing and having a depth of two (2) feet or more at any point.
31. **TCEQ** means the Texas Commission on Environmental Quality.
32. **TWDB** means the Texas Water Development Board.

## Initiation and Termination Conditions for Stages

**Generally.** If response stages are initiated by the Houston Region, the BWA, or the BCGCD, the City of Angleton will consider implementing a similar stage of the Plan. Upon assessment of the triggering conditions of the Plan, the City Manager or his/her official designee may decide not to order the implementation of the Plan's response stage even though one or more of the triggering conditions have been met. All decisions must be documented in writing.

Factors that may influence the decision whether to activate or terminate a stage of the Plan include but are not limited to:

- Time of year
- Weather conditions
- Anticipation of replenished water supplies
- Anticipation that additional facilities will become available to meet needs.

## Stage 1 Mild (Voluntary)

### Triggering Conditions for Initiation and Termination of Stage 1

The City may initiate Stage 1 if any one of the following triggering conditions are met:

- The City total daily water demand equals or exceeds 80 percent of Minimum Capacity for three consecutive days either citywide or in a specified portion of the system.
- The City Manager or his/her official designee determines that the initiation of Stage 1 is appropriate based on weather conditions, distribution and water supply system deficiencies, or other relevant factors.
- The Houston Region, the BWA, or the BCGCD initiated Stage 1.

The City may terminate Stage 1 when:

- BWA or BCGCD terminates its Stage 1 condition.
- The conditions that caused the City of Angleton's initiation of Stage 1 have ceased to exist for a period of seven (7) consecutive days.
- The City Manager or his/her official designee determines that the termination of Stage 1 (Voluntary) is appropriate based on weather conditions, distribution and water supply system recovery, or other relevant factors.

## Stage 2 Moderate (Mandatory)

### Triggering Conditions for Initiation and Termination of Stage 2 Moderate (Mandatory)

The City may initiate Stage 2 if any one of the following triggering conditions are met:

- The City total daily water demand equals or exceeds 90 percent of Minimum Capacity for three consecutive days. Water demand could be citywide or in a specified portion of the system.
- The City Manager or his/her official designee determines that initiating Stage 2 is appropriate



based on weather conditions, distribution and water supply system deficiencies, or other relevant factors.

- The Houston Region, the BWA, or the BCGCD has initiated Stage 2.

The City may terminate Stage 2 when:

- The conditions that caused the City of Angleton to initiate Stage 2 have ceased to exist for a period of seven (7) consecutive days.
- The City Manager or his/her official designee determines that the termination of Stage 2 is appropriate based on weather conditions, distribution and water supply system recovery, or other relevant factors.

### Stage 3 – Severe (Mandatory)

#### Triggering Conditions for Initiation and Termination of Stage 3 – Severe (Mandatory)

The City may initiate Stage 3 – Severe (Mandatory) if any one of the following conditions are met:

- The City total daily water demand equals or exceeds 100 percent of Minimum Capacity for three consecutive days. Water demand could be citywide or in a specified portion of the system.
- Angleton's City Manager or his/her official designee determines that initiating Stage 3 is appropriate based on weather conditions, distribution and water supply system deficiencies, or other relevant factors.
- The Houston Region, the BWA, or the BCGCD initiated Stage 3.

The City may terminate Stage 3 when:

- The conditions that caused the City to initiate Stage 3 – Severe (Mandatory) have ceased to exist for seven consecutive days. Stage 3 – Severe (Mandatory) may terminate if Angleton's City Manager or his/her official designee determines that the termination of Stage 3 – Severe (Mandatory) is appropriate based on weather conditions, distribution and water supply system recovery, and/or other relevant factors.

### Stage 4 - Critical (Mandatory)

#### Triggering Conditions for Initiation and Termination of Stage 4 – Critical (Mandatory)

The City may initiate a Stage 4 condition for all of the City or the affected part of the City if any one of the

following triggering conditions are met:

- The City experiences major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service.
- The City experiences natural or man-made contamination of the water supply source(s).
- The City's total daily water demand equals or exceeds 115 percent of Minimum Capacity for three consecutive days and/or the system pressure falls below 35 psi on any single occasion.
- Angleton's City Manager or his/her official designee determines that the initiation of a Stage 4 – Emergency Water Shortage is appropriate based on weather conditions, distribution and water supply system deficiencies, or other relevant factors.
- The Houston Region, the BWA or the BCGCD has initiated an emergency water shortage.

The City may terminate Stage 4 when:

- The conditions that caused the initiation of Stage 4 –have ceased to exist.
- The City Manager or his/her official designee determines that the termination of Stage 4 is appropriate based on weather conditions, distribution and water supply system recovery, or other relevant factors.

## Notification Procedures for Stages

The City Manager or his/her official designee shall monitor water supply and demand conditions daily and, in accordance with the triggering criteria set forth in this Plan, shall determine when appropriate to implement a Stage 1 Mild (Voluntary), Stage 2 Moderate (Mandatory), Stage 3 – Severe (Mandatory), or Stage 4 – Critical (Mandatory) response and upon activation shall implement the following notification procedures:

### *(1) Notification*

- a. *Notification of the Public.* The City Manager or his/her official designee may notify the public by one or more of the following:
  - i. Publication in a newspaper of general circulation
  - ii. Public service announcements
  - iii. Signs posted in public places

- iv. Take-home fliers at schools
- b. *Additional Notification.* The City Manager or his/her official designee shall notify directly, or cause to be notified directly, the following individuals or entities:
  - i. Mayor and members of the City Council
  - ii. Fire Chief/Fire Marshall
  - iii. City and/or County Emergency Management Coordinator(s)
  - iv. County Judge & Commissioner(s)
  - v. State Disaster District/Department of Public Safety
  - vi. TCEQ (required when mandatory restrictions are imposed)
  - vii. Major water users
  - viii. Critical water users, i.e., hospitals
  - ix. Parks/street superintendents & public facilities managers

*(2) Stage 1 Response - Voluntary*

- a. *Goal:* The goal for water use reduction under Stage 1 (Voluntary) is a two percent (2%) reduction in the amount of water demand as compared to the previous annual period prior to drought restrictions. Measures identified below are voluntary:
- b. *Supply Management Measures:*
  - i. Reduce flushing of water mains.
  - ii. Review the conditions that caused the initiation of Stage 1 (Voluntary).
  - iii. Identify alternative water sources and/or alternative delivery systems.
  - iv. Consider initiating engineering studies to evaluate alternatives should conditions worsen.
- c. *Voluntary Water Use Restrictions:*
  - i. Residential and non-residential water customers are requested to voluntarily limit outdoor watering between 9:00 AM and 7:00 PM and to only water twice per week on assigned trash days, or if the customer doesn't have an assigned trash day, addresses ending in an odd number shall limit watering to Mondays and Wednesdays, and addresses ending in an even number shall limit watering to Tuesdays and Thursdays. Residential and non-residential water customers in the western portion of the ETJ are prohibited from outdoor watering between 9:00 AM and 7:00 PM, and are limited to watering on Tuesdays and

Fridays. Residential and non-residential water customers in the eastern portion of the ETJ are prohibited from outdoor watering between 9:00 AM and 7:00 PM, and are limited to watering on Mondays and Thursdays. Residential and non-residential customers shall limit watering to prevent Excessive Runoff and Excessive Pooling.

- ii. Water customers are requested to practice water conservation and to minimize or discontinue non-essential water use.
- iii. Increase public education efforts on ways to reduce water use.
- iv. Intensify efforts on leak detection and repair.
- v. Notify major water users and work with them to achieve voluntary water use reductions.
- vi. Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.
- vii. Encourage the use of attended hand-held hoses with positive shut-off devices.

*(3) Stage 2 Response – Mandatory*

- a. *Goal:* The goal for water use reduction under Stage 2 (Mandatory) is a reduction of ten percent (10%) in the amount of water demand as compared to the previous annual period prior to drought restrictions. Angleton's City Manager or his/her official designee will consider implementing any action(s) required by the Brazosport Water Authority. In addition, Angleton's City Manager or his/her official designee may order the implementation of any or all of the actions listed below, as deemed necessary to achieve the specified percent reduction. Angleton shall notify TCEQ, BWA or BCGCD within five (5) business days if these measures are implemented.
- b. *Supply Management Measures:*
  - i. Reduce or discontinue irrigation of public landscaped areas.
  - ii. Reduce or discontinue flushing of water mains.
  - iii. Fix or repair all reported and known leaks in the system within twelve (12) hours of notification or detection.
  - iv. Consider implementing viable alternative water supply strategies.
- c. *Mandatory Water Use Restrictions:*

- i. Continue or initiate any actions available under the Water Conservation Plan and Stage 1 (Voluntary).
- ii. Prohibit using water in such a manner as to allow runoff or other waste.
- iii. Residential and non-residential water customers are prohibited from outdoor watering between 9:00 AM and 7:00 PM and to only water twice per week on assigned trash days, or if the customer doesn't have an assigned trash day, addresses ending in an odd number shall limit watering to Mondays and Wednesdays, and addresses ending in even number shall limit watering to Tuesdays and Thursdays. Residential and non-residential water customers in the western portion of the ETJ are prohibited from outdoor watering between 9:00 AM and 7:00 PM, and are limited to watering on Tuesdays and Fridays. Residential and non-residential water customers in the eastern portion of the ETJ are prohibited from outdoor watering between 9:00 AM and 7:00 PM, and are limited to watering on Mondays and Thursdays. Residential and non-residential customers shall limit watering to prevent Excessive Runoff and Excessive Pooling. Exceptions are as follows:
  - 1. New landscaping (first year), and new plantings of shrubs and trees (first year) may be watered for up to 2 hours on any day by attended hand-held hose with positive shut-off device (no open-ended hoses or unattended hoses), a soaker hose, or a dedicated zone using a drip irrigation system.
  - 2. Locations using sources other than the City's potable water supply for irrigation may irrigate without restrictions. If a golf course utilizes a water source other than the potable water provided by the City, then the facility shall not be subject to these regulations. The use of treated effluent recycled from the City's wastewater treatment facility (non-potable/reuse water) is permissible.
  - 3. Registered and properly functioning evapotranspiration ("ET")/Smart irrigation systems and drip irrigation systems may irrigate without restrictions.
- iv. Irrigation of landscaped areas or commercial plant nurseries is permitted at any time by means of a faucet filled bucket or water can of five (5) gallons or



less, a drip irrigation system, soaker hose, or by attended hand-held hose with positive shut-off device (no open-ended hoses or unattended hoses). Excessive Pooling or Excessive Run-Off from automatic or drip irrigation systems is prohibited.

- v. Use of water to wash any motor vehicle, 4-wheeler, boat, trailer, airplane, or other vehicle is prohibited except on designated outdoor watering days. Washing is allowed at any time on designated watering days. Such washing, when allowed, shall be done with a hand-held bucket and attended hand-held hose with positive shut-off device (no open-ended hoses or unattended hoses). Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station.
- vi. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountain or pond is equipped with a recirculation system.
- vii. Use of water from fire hydrants shall be limited to firefighting activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City of Angleton.
- viii. Foundation watering is prohibited except on designated outdoor watering days and is prohibited between 9:00 AM and 7:00 PM. Watering is permitted by means of an attended hand-held hose with positive shut-off device (no open-ended hoses or unattended hoses); or using a soaker hose or drip irrigation system placed within 24 inches of the foundation that does not produce a spray of water above the ground. Excessive Pooling or Excessive Run-Off from foundation watering is prohibited.
- ix. Non-essential Water are prohibited.
- x. Hydroseeding, hydromulching, and sprigging.
- xi. Filling, draining and refilling of existing swimming pools, wading pools, Jacuzzi and hot tubs except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation.
- xii. Consider initiating a rate surcharge for all water use over a certain level.

- xiii. Encourage the use of attended hand-held hoses with positive shut-off devices are allowed at all times.

*(4) Stage 3 Severe Response – Mandatory*

- a. *Goal:* The goal for water use reduction under Stage 3 is a reduction of twenty percent (20%) in the amount of water demand as compared to the previous annual period prior to drought restrictions, or a greater reduction if deemed necessary by Angleton's City Manager or his/her official designee. Angleton's City Manager or his/her official designee will consider implementing any action(s) required by the BCGCD and TCEQ Houston Region. In addition, Angleton's City Manager or his/her official designee may order the implementation of any or all of the actions listed below, as deemed necessary to achieve the specified percent reduction. Angleton shall notify TCEQ, BWA or BCGCD within five (5) business days if these measures are implemented.
- b. *Supply Management Measures:*
  - i. Reduce or discontinue irrigation of public landscaped areas.
  - ii. Reduce or discontinue flushing of water mains.
  - iii. Fix or repair all reported and known leaks in the system within twelve (12) hours of notification or detection.
- c. *Mandatory Water Use Restrictions:*
  - i. Continue or initiate any actions available under the Water Conservation Plan and Stage 1 (Voluntary) and Stage 2 (Mandatory).
  - ii. Consider implementing viable alternative water supply strategies.
  - iii. Prohibit washing of vehicles except at a Commercial Vehicle Wash Facility, or as necessary for health, sanitation, or safety reasons.
  - iv. Residential and non-residential water customers are requested to voluntarily limit outdoor watering between 9:00 AM and 7:00 PM and to only water twice per week on assigned trash days, or if the customer doesn't have an assigned trash day, addresses ending in an odd number shall limit watering to Mondays and Wednesdays, and addresses ending in even number shall limit watering to Tuesdays and Thursdays. Residential and non-residential water customers in the western portion of the ETJ are prohibited from outdoor watering between 9:00 AM and 7:00 PM, and are limited to watering on Tuesdays and

Fridays. Residential and non-residential water customers in the eastern portion of the ETJ are prohibited from outdoor watering between 9:00 AM and 7:00 PM, and are limited to watering on Mondays and Thursdays. Residential and non-residential customers shall limit watering to prevent Excessive Runoff and Excessive Pooling Exceptions are as follows:

1. New landscaping (first year), and new plantings of shrubs and trees (first year) may be watered for up to 2 hours on any day by attended hand- held hose with positive shut-off device (no open-ended hoses or unattended hoses), a soaker hose, or a dedicated zone using a drip irrigation system.
2. Locations using other sources of water supply for irrigation may irrigate without restrictions. If a golf course utilizes a water source other than the potable water provided by the City, then the facility shall not be subject to these regulations. The use of treated effluent recycled from the City's wastewater treatment facility (non-potable/reuse water) is permissible.
3. Registered and properly functioning ET/Smart irrigation systems and drip irrigation systems may irrigate without restrictions.

- v. Prohibit the permitting of private swimming pools. Swimming pools already permitted may be completed and filled with water. Existing private and public pools may add water to maintain pool levels but may not be drained and refilled.
- vi. Require all commercial water users to reduce water use by an means.
- vii. Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited, except for parks, golf course greens and tee boxes, and athletic fields, which may be watered by attended hand-held hose with positive shut-off device (no open-ended hoses or unattended hoses) as needed. Variances may be granted by the City under special circumstances.
- viii. Prohibit the operation of interactive water features such as water sprays, dancing water jets, waterfalls, dumping buckets, shooting water cannons, or splash pads that are maintained for public recreation.
- ix. Attended hand-held hoses with positive shut-off devices are allowed at all times.

*(1) Stage 4 Emergency Water Shortage Response – Mandatory*

- a. *Goals:* The goal for water use reduction under a Stage 4 – Emergency Water Shortage (Mandatory) is a reduction of thirty five percent (35%) in the amount of water demand as compared to the previous annual period prior to drought restrictions, or whatever amount is deemed necessary. If circumstances warrant or if required by the Brazosport Water Authority, Angleton’s City Manager or his/her official designee may set a goal for a greater water use reduction. Angleton’s City Manager or his/her official designee will consider implementing any action(s) required by the Brazosport Water Authority. In addition, Angleton’s City Manager or his/her official designee may order to implement any of the actions listed below as deemed necessary. Measures can be initiated for all or part of the City, as appropriate. Measures described as “requires notification to TCEQ” impose mandatory requirements on member cities and customers. The supplier shall notify TCEQ, the City of BWA or BCGCD within five (5) business days if these measures are implemented.

b. *Supply Management Measures:*

- i. Reduce or discontinue irrigation of public landscaped areas.
- ii. Reduce or discontinue flushing of water mains.
- iii. Fix or repair all reported and known leaks in the system within twelve (12) hours of notification or detection.

c. *Mandatory Water Use Restrictions:*

- i. Continue or initiate any actions available under the Water Conservation Plan and Stage 1 Mild (Voluntary), Stage 2 Moderate (Mandatory), and Stage 3 – Severe (Mandatory).
- ii. Implement viable alternative water supply strategies. The City of Angleton will consider delivering water to central distribution points throughout the City.
- iii. All landscape irrigation use is prohibited.
- iv. All non-essential water use is prohibited.
- v. All aesthetic water use is prohibited.
- vi. All commercial and institutional water use customers are encouraged to practice conservation measures and may be required to cease certain operations as directed by Angleton's City Manager or his/her official designee.

## ENFORCEMENT

- a) No person shall knowingly or intentionally allow the use of water from the City of Angleton for residential, commercial, industrial, agricultural, governmental, or any other purposes in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the Director or his/her designee in accordance with provisions of this Plan.
- b) Any person who violates this Plan is guilty of a Class C misdemeanor and, upon conviction, shall be punished by a fine of not less than \$100 and not more than \$2,000. Each day that one or more of the provisions in this Plan is violated shall constitute a

separate offense. Service may be discontinued upon issuance of a citation for the second violation. Service discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$150.00 (or as adjusted by City ordinance), and any other costs incurred by the City of Angleton in discontinuing service. Repeat offenses shall be subject to reconnect fees of twice the amount stated above. Severity-considered warnings may be given at any time for informational purposes. Warnings are an attempt to inform the violator and do not count as a citable offense. In addition, suitable assurance by the violator must be given to the Director that the same action will not be repeated while the Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in district court.

- c) Any person, including a person classified as a water customer of the City of Angleton, 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 he/she did not commit the violation. Legal guardians shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
- d) Any employee of the City of Angleton, police officer, or other employee designated by the City Manager or his designee, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. 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 the person to appear in the municipal court on the date shown on the citation for which the date shall not be less than five (5) days nor more than fifteen (15) days from the date the citation was issued. The alleged violator shall be served a copy of the citation, which the City may deliver by certified mail with return receipt requested to the address of the alleged violator if known. The alleged violator shall appear in municipal court to plead guilty or not guilty for violating this Plan. If the alleged violator fails to appear in municipal



court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given a preferential municipal court setting.

## VARIANCES

- a) The City Manager, or his/her 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 to adversely affect health, sanitation or fire protection/business consideration, for the public or the person requesting such variance and if one or more of the following conditions are met:
  - 1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect or
  - 2) Alternative methods can be implemented to achieve the same level of reduction in water use.
- b) Petition: Persons requesting an exemption from the provisions of this section shall file a petition for variance with the City within five (5) 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 his/her designee, and shall include the following:
  - 1) Name, address and phone number of the petitioner(s);
  - 2) Purpose of water use;
  - 3) Specific provision(s) of the Plan from which the petitioner is requesting relief;
  - 4) Description of specific relief requested;
  - 5) Period of time for which the variance is sought.
- c) Conditions: Variances granted hereunder shall contain the following conditions, unless waived by the City Manager or his/her designee:
  - 1) A timetable for compliance;

- 2) Expiration when the Plan is terminated, unless the petitioner has failed to meet specific requirements; and
- 3) No variance shall be retroactive or otherwise justify any violation of this Plan that occurred prior to the issuance of the variance.

## REVIEW AND UPDATE OF DROUGHT CONTINGENCY AND WATER EMERGENCY MANAGEMENT PLAN

As required by TCEQ rules, the City of Angleton must review the Drought Contingency and Water Emergency Management Plan every five years. The Plan will be updated as appropriate based on new or updated information.



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** May 28, 2024

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

**AGENDA CONTENT:** Discussion and possible action on a request submitted by Jim Luna regarding the Tribute Concert for Emilio Navaira seeking permission of the event to be held on the evening of June 29, 2024 from 1:00 PM-10:00 PM at Veterans Memorial Park, 115 E. Magnolia Street.

**AGENDA ITEM SECTION:** Regular Agenda

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**BUDGETED AMOUNT:** N/A

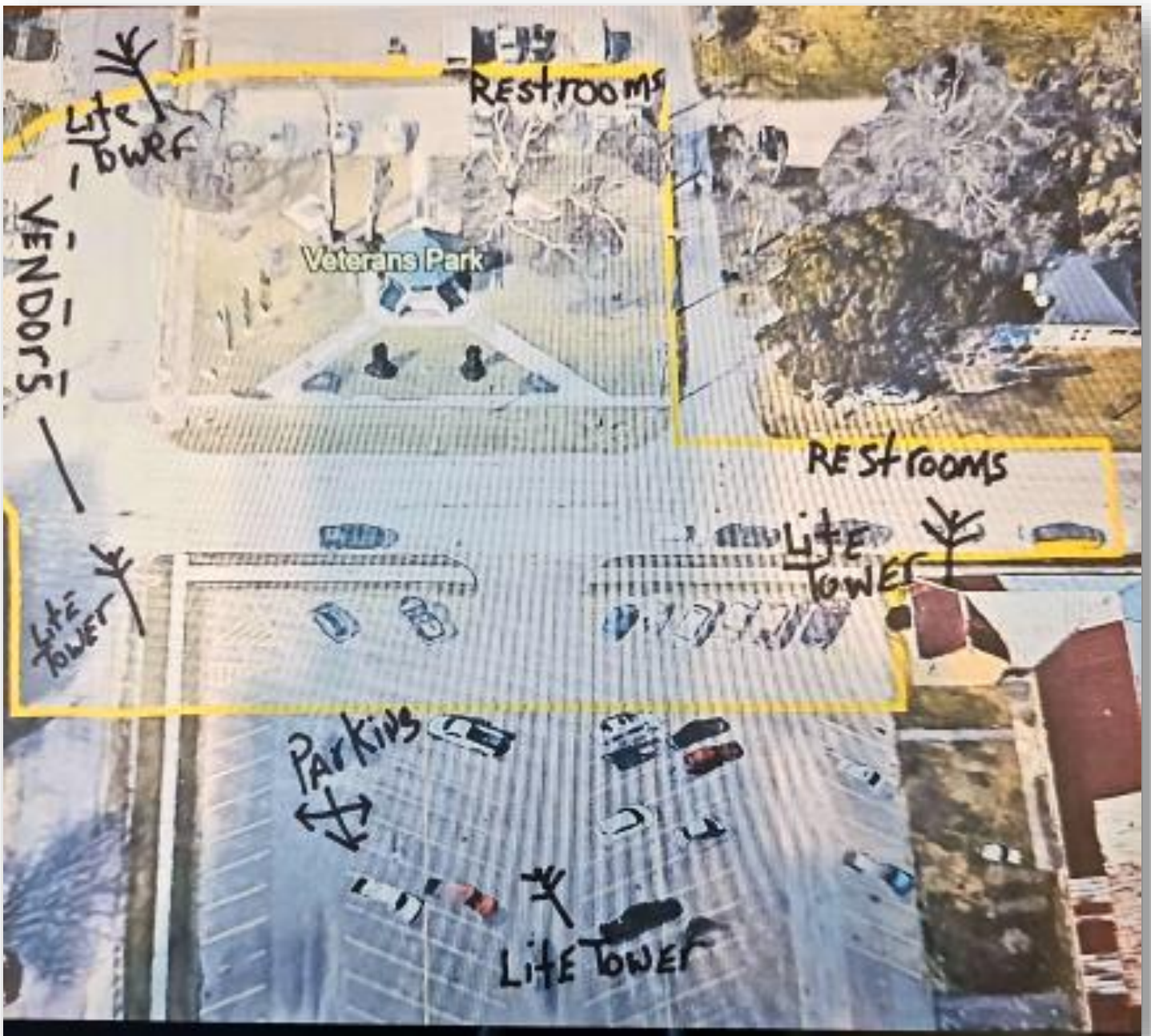
**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Jim Luna has requested City Council approval of a special event for the Tribute Concert for Emilio Navaira and is seeking permission to hold the event on the evening of June 29, 2024 from 1:00 PM-10:00 PM.

1. Mr. Luna requests a noise ordinance permit for the concert which anticipates an average of 500 attendees with a maximum occupancy of 1,000 persons.
2. Original time event time requested: 1:00 PM until 11:00 PM on June 29, 2024.
3. APD Police support was requested for supervising minors. Note that this event occurs the same day as the fireworks event on the same evening.
4. Alcohol is to be served.
5. Concert perimeter area is to be fenced-in, to control volume of attendees.



Proposed Event Site Plan

## Departmental Review:

Department	Review Comments
<b>Development Services Department</b>	<i>Food vendors have pulled permits related to regulations found in the City of Angleton Code of Ordinances.</i>
<b>Emergency Management</b>	<i>Application advises first aid be included; Applicant states that staff will be available for first aid.</i>  <i>Application mentions fire station is across the street; Coordination with the Fire Department is required.</i>
<b>Public Works,</b>	<i>Street Closures are to occur. Coordination is needed with APD. Same as Concert in the Park.</i> <i>Applicant is responsible for cleanup; <b>Clean up Plan should be submitted to the City.</b></i>
<b>PARD</b>	<i>Use is within the Veterans Memorial Park- City Council's approval is required. Alcohol sales and consumption- City Council's approval is required.</i>
<b>APD</b>	<ol style="list-style-type: none"> <li>1. Hours/Time duration should not go past 9:45 PM.</li> <li>2. Alcohol sales requires Angleton Police Department Officers.</li> <li>3. Outside agency must be utilized for the entire event.</li> <li>4. Road closure barricades, pedestrian patrol is needed.</li> </ol>
<b>HR/Risk Management</b>	<i>Liquor Liability insurance: 1 million with 2 million aggregate; policy was confirmed by applicant.</i> <i>Code of Ordinances Sec. 13-170. - Indemnity clause.</i> <i>The applicant shall indemnify and hold the City of Angleton, its officials, officers, employees and agents harmless from all costs, expenses (including reasonable attorney's fees) and damages to persons or property arising directly or indirectly as a result of the mass gathering.</i>

**RECOMMENDATION:**

The City Council should grant the Special Event as request for the Tribute Concert for Emilio Navaira seeking permission of the event to be held on the evening of June 29, 2024, from 1:00 PM-10:00 PM, at Veterans Memorial Park, 115 E. Magnolia, with the following conditions:

1. Proposed Street closure request is granted, subject to Angleton Police Chief approval.
2. The City of Angleton Noise Ordinance waiver is granted as described, and event hours shall be from 1:00 PM – 10:00 PM.
3. Food vendors have pulled permits related to regulations found in the City of Angleton Code of Ordinances.
4. Request for Alcohol sales and consumption is approved with provided Security by the applicant, subject to Angleton Police Chief approval and subject to all State licensing requirements being satisfied.
5. Application requirements outlined in the departmental review section of this report shall be satisfied by the applicant.
6. Applicant must submit a clean-up plan and ensure the plan is executed upon event closure.
7. Emergency Services and first aid requirements as approved by Angleton PD, Angleton Area Emergency Medical Corps (AAEMC), Angleton Emergency Management and an EAP must be provided.



# **CITY OF ANGLETON**

## Mass Gathering Application

Event Name: Tribute to Emilio NAVAIRA  
Concert

## Mass Gathering Permit Application

To be filed at least 45 days before the mass gathering date.

\*\*\* Form must be complete in its entirety. Incomplete forms will be rejected.

### PROMOTER

Promoters Name: Jim Lwa

Company: PACA

Primary Phone: \_\_\_\_\_ Secondary Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: [REDACTED]

Name of the Event: Tribute to Emilio Navaira Concert

**SUBMIT FINANCIAL STATEMENT THAT REFLECTS THE FUNDS BEING SUPPLIED TO FINANCE THE MASS GATHERING AND EACH PERSON SUPPLYING THE FUNDS.**

### PROPERTY

Property Owner Name: City of Angleton Phone: \_\_\_\_\_

Address: Vet. Memorial Park

Email Address: \_\_\_\_\_

The 911 address of the property on which the event will be held: \_\_\_\_\_

**SUBMIT CERTIFIED COPY OF THE AGREEMENT BETWEEN PROMOTER AND PROPERTY OWNER.**

Description of location (consider attaching a diagram and/or area map):

Address of mass gathering: 115 E Magnolia Ave.

Dates of proposed gathering: June 29<sup>th</sup> (Set up June 28<sup>th</sup>)

### EVENT INFORMATION

Event time from: 1pm am/pm on 6/29/24 until 11pm am/pm on 6/29/24

Expected number of attendees: 500

Maximum # of persons the promoter will allow to attend: 1,000?

Will alcohol be served at the event? ☒ Yes ☐ No

Will minors be attending the event? ☒ Yes ☐ No

If minors will be attending the event, provide a description of the promoter's preparations for supervising minors who may attend the event.

Just like the prior events i've had we have APD & our staff as well.

**Performers:**

Name and address of each performer who has agreed to appear at the mass gathering:

Emilio Tribute Band San Antonio & Nashville  
 Stefani Montiel - San Antonio  
 Can not give out address -

Name and address of each performer's agent: Universal Latin Potent TX  
 P.O. Box 212

**SUBMIT A DESCRIPTION OF THE TERMS OF THE AGREEMENT BETWEEN THE PROMOTER AND THE PERFORMER**

**HEALTH AND SANITATION COMPLIANCE:**

Following the minimum standards of the Texas Administrative Code, Title 25, Section 265.3 (water supply, toilet facilities, vector control, solid waste facilities, noise control, food sanitation, medical and nursing care and final site clean-up)

Describe the water supply, meeting minimum standards noted above:

Plenty of water, Toilets, Trash Cans, Noise Ord.  
 3 Food Trucks Permitted from City Hall  
 1st Aid Station & FD Access St.

Describe the Toilet facilities, meeting minimum standards noted above:

12 Toilets Including H.C. & HAND WASH

Describe Vector Control, meeting minimum standards noted above:

Every Detail is and will be assigned to staff

Describe the steps taken to ensure minimum health/sanitation standards will be maintained during the gathering, including the names of the solid waste haulers and liquid waste haulers, with their phone numbers and specify the frequency that the solid and liquid waste will be picked up:

This is a one day event BLESS will take care  
of sanitation & my staff will clean grounds

Describe Noise Control, meeting minimum standards noted above, ensuring that noise levels from the event do not exceed 70 decibels measured at the perimeter of the mass gathering site:

It will be just as concerts in the park  
every may & sept. It will not exceed to max

#### Food and Beverage Services:

The promoter must attach a list of all permitted mobile food vendors and temporary food service vendors, including vendors providing bar services.

The promoter shall ensure all temporary food service permit applications are submitted to the City Health Authority at least ten (10) days before the event. All food vendors must hold a City Food Vendor Permit.

Food and Beverage Safety Requirements – All vendors will be subject to fire and health inspections and must meet the minimum standards noted above.

Describe the steps taken to ensure the physical health/safety of the persons attending:

APD & staff, water stations, 1st aid

Describe the preparations taken to provide adequate medical/nursing care to include the total number of Emergency Medical Personnel and their qualifications, including a copy of a contract between the promoter and ambulance service indicating the number of ambulances, emergency first aid stations and emergency personnel to be on site at the mass gathering and a written plan for evacuation of sick or injured persons to be approved by the City Health Authority, meeting the minimum standard for medical and nursing care noted above:

N/A

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Final Site Clean Up Plan

The promoter must include a site clean-up plan for returning the site to its pre-event condition, meeting the minimum standards for final site clean up noted above.

**SECURITY AND PUBLIC SAFETY COMPLIANCE:**

Following the minimum standards of the Texas Administrative Code, Title 37, Chapter 1, Subchapter L, Section 1.161-1.169,

Describe the method promoter will use to ensure maximum number of attendees is not exceeded:

We Fence in our Area & Keep Hard Count

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Describe the preparations you will take to provide traffic control and physical security, including a copy of a contract or agreement between the promoter and the City of Angleton Police Department and/or Brazoria County Sheriff's Department listing the exact number of off-duty police officer and deputies to be on site at the mass gathering, submitting a security plan and how security will be handled for the event:

5 officer same as last concert will coordinate with officer Lt. Parsons of Chief Valdez

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Describe the steps you will take to ensure that the mass gathering will be conducted in an orderly manner:

Fenced Perimeter, Regulated Parking

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**SUBMIT PLAN TO ADDRESS HAZARDOUS CONDITIONS, INCLUDING, BUT NOT LIMITED TO EVACUATION, CANCELLATION OR DELAY OF THE MASS GATHERING.**

Identify the locations on the grounds where promoter or representative will be available at all times during the event:

Stage Side

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If applicable, provide a copy of contract with licensed company or individual providing fireworks or pyrotechnic display. Must be permitted and approved by Fire Marshal.

**COMPREHENSIVE SCALED SITE PLAN MUST BE SUBMITTED SHOWING THE COMPLETE LAYOUT OF THE PROPERTY, INCLUDING THE FOLLOWING:**

**INFORMATION THAT MUST BE SHOWN ON THE SITE PLAN**

1. Tents, identified with description of use and size;
2. Generators (marked with "G");
3. Access points, including ingress and egress from each area, tent, lounge, etc.;
4. Location of emergency medical services personnel;
5. Location of each emergency aid station (marked with red+);
6. Location of promoter's headquarters;
7. All stage locations with description of use and size;
8. All food preparation and food service locations;
9. All water supply locations, marked with blue "W";
10. All hand-washing and drying facilities that will have running water;
11. All solid waste collection locations;
12. Location of each toilet, labeled "Men" or "Women" and a description of the type of toilet;
13. Location of any hazards on the property such as streams, ponds, steep or uneven terrain;
14. Location and number of officers providing traffic control;
15. Location and capacity of on-site parking, including location and capacity of parking for recreation vehicles;
16. Routes for ingress/egress for attendees;
17. Routes for emergency access ingress/egress;
18. Location and description for traffic control signage; and
19. Locations for lighting.



**INDEMNIFICATION PROVISION**

**THE PROMOTER AGREES TO INDEMNIFY AND HOLD THE CITY OF ANGLETON, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND DAMAGES TO PERSONS OR PROPERTY ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THE MASS GATHERING.**

*yes we carry a 2 million aggregated liability Ins. Policy*

Information True and Correct

The undersigned promoter affirms that all of the information provided or to be provided by the promoter is true and correct.

Promoter: J. Luna (PACA)

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

Signature *[Signature]*

Printed Name Jim Luna

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

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

WHEN APPLICATION IS COMPLETE, TURN APPLICATION AND ALL REQUIRED DOCUMENTS IN TO THE CITY MANAGER AT 121 S. VELASCO, ANGLETON, TEXAS.

**FOR OFFICE USE ONLY:**

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**Angleton Police Department:**

Approved or Denied

**By:**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

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**Angleton Health Authority:**

Approved or Denied

**By:**

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

Signature: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_

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**Angleton Fire Marshal:**

Approved or Denied

**By:**

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

Signature: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_

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