



Mayor | John Wright
Mayor Pro-Tem | Travis Townsend
Council Members | Cecil Booth, Christiene Daniel, Mark Gongora, 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, NOVEMBER 14, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

- [1.](#) Presentation of employee service award.
- [2.](#) Presentation of the Small Business Saturday Proclamation.
- [3.](#) Presentation of Certificate for Royal Ranger, Joshua Lemessa.

CONSENT AGENDA

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

- [4.](#) Discussion and possible action on approving the 2024 City/employee holidays.
- [5.](#) Discussion and possible action on approving the updates to the Employee Policy Manual.

- [6.](#) Update, discussion and possible action on approving the 2024 employee medical, dental, vision, and Basic Term Life insurance benefits.
- [7.](#) Discussion and possible action approving an interlocal agreement with Brazoria County Emergency Services District No. 3, naming the Angleton Fire Department as the provider for emergency fire response.
- [8.](#) Discussion and possible action on approving an interlocal agreement with Brazoria County for the overlay of asphalt streets for the year 2023-2024.
- [9.](#) Discussion and possible action approving Resolution No. 20231114-009 a request submitted to the City through a Statement of Intent on or about October 30, 2023 by CenterPoint Energy Resources Corporation, D/B/A, CenterPoint Energy Entex and CenterPoint Energy Texas Gas to increase revenue and change rates within the City filed should be denied; authorizing continued participation in the Texas Coast Utilities Coalition of Cities; authorizing representation of the City by special counsel to intervene in proceedings related to CenterPoint's Statement of Intent; and requiring reimbursement of municipal rate case expenses.

PUBLIC HEARINGS AND ACTION ITEMS

- [10.](#) Conduct a public hearing, discussion, and possible action on a request for approval of an Ordinance amending the City of Angleton Code of Ordinances, Zoning Chapter 28, and an Ordinance amending Chapter 23- Land Development Code, including Sections 28-41 through Sections 28-62 – Residential and Commercial Zoning Districts, Section 23-115– Standard language for special plat elements, Subsection C. Fire lanes and fire easements, Street pavement width requirement modifications. ARTICLE II. – Subdivision and Development Design, Section 23-12, Table 23-12.1, Street Dimension Standards, and Streets and Driveways, Section 129, and Section 28-101 Off-street and loading requirements (11).J. Fire Lanes, providing for clarity on area regulations, setback requirements and other standards, as set out and applicable in each Zoning district.

REGULAR AGENDA

- [11.](#) Discussion and possible action to award Bid 2023-08 Addition to Fire Station No. 3 to Matula & Matula.
- [12.](#) Presentation by representative Perdue Brandon Fielder Collins & Mott LLP on their collection of delinquent taxes and utility bills for the City.
- [13.](#) Update, discussion and possible action on the solar placement and cost for the Investment Grade Audit contract with Schnieder Electric.
- [14.](#) Discussion and possible action on approving a Final Plat for Angleton Park Place Subdivision Section 2.
- [15.](#) Discussion and possible action on approving a Final Plat for Ashland Model Home Park.
- [16.](#) Discussion and possible action on approving a Final Plat for Ashland Section 1.

- [17.](#) Discussion and possible action on approving a Final Plat for Ashland Section 2.
- [18.](#) Discussion and possible action approving the decision to apply for Federal Emergency Management Agency (FEMA) Drainage Improvement Funding for the design and construction of the drainage components of the Henderson Road improvements.
- [19.](#) Discussion and possible action on approving HDR Engineering, INC., proposal for Professional Engineering Services for the 2024 Utility Master Plan Update.
- [20.](#) Discussion and possible action on approving HDR Engineering, INC., proposal for Professional Engineering Services Design, Bid, and Construction Administration Phase Services for 2024 Water Line Improvements.
- [21.](#) Discussion and possible action on approving HDR Engineering, INC., proposal for Professional Engineering Services for the 2023 Street Condition Assessment Update.
- [22.](#) Discussion and possible action on approving the authorization of the Public Works department to purchase heavy equipment and approving Resolution No. 20231114-022 authorizing the City Manager to enter into a financing agreement with Government Capital Corporation for the purpose of purchasing the equipment.
- [23.](#) Discussion and possible action on approving Resolution No. 20231114-023 authorizing the City Manager to enter into a financing agreement with Government Capital Corporation for the purpose of purchasing a records management system for the Police Department.
- [24.](#) Discussion and possible action on approving projects to be included in an upcoming Certificates of Obligation issue.
- [25.](#) Discussion and possible action on approving Resolution No. 20231114-025 casting votes for the Board of Directors of the Brazoria County Appraisal District.

ADJOURNMENT

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

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Thursday, November 9, 2023, 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.



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023

PREPARED BY: Colleen Martin, Director of Human Resources

AGENDA CONTENT: Presentation of employee service award.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: _____ **FUNDS REQUESTED:** _____

FUND: _____

EXECUTIVE SUMMARY:

Presentation of employee service awards to Terrence Diggs-10 years of service, Officer Hector Ramon-15 years of service, and Sgt Harold Vandergriff-20 years of service to the City of Angleton.

RECOMMENDATION:

Presentation of Service Award.

Office of the MAYOR City of Angleton, Texas Proclamation

WHEREAS, the government of Angleton, Texas, celebrates our local, small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration Office of Advocacy there are 33.2 million small businesses making up 99.9% of businesses and 61.7 million small business employees making up 46.4% of employees in America with 3.1 million small businesses in Texas making up 99.8% of Texas business and 4.9 million small business employees making up 44.5% of Texas Employees; and

WHEREAS, in 2022, Small Business Saturday drove an estimated \$17.9 billion with 72% of shoppers reporting that Small Business Saturday makes them want to shop and dine at small, independently-owned retailers and restaurants all year long; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

WHEREAS, the City of Angleton supports our local businesses that create jobs, boosts our local economy, and preserves our communities and urges the residents of our community and communities across the country to support small businesses and merchants on Small Business Saturday and throughout the year.

NOW, THEREFORE, I, John Wright, Mayor of the City of Angleton, Texas, along with the City of Angleton City Council, do hereby proclaim November 25, 2023 as:

“Small Business Saturday”

PROCLAIMED this 14th day of November 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/14/23

PREPARED BY: Michelle Perez

AGENDA CONTENT: Presentation of Certificate for Royal Ranger, Joshua Lemessa.

AGENDA ITEM SECTION: Ceremonial Presentation

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

FUND: N/A

EXECUTIVE SUMMARY:

Honoring Royal Ranger, Joshua Lemessa for receiving the Gold Medal Achievement Award. A prestigious award achieved after many years of continuous effort and the highest award available in the Royal Ranger Program.

RECOMMENDATION:

N/A



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023
PREPARED BY: Colleen Martin
AGENDA CONTENT: Discussion and possible action on the 2024 City/employee holidays.
AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

The city has historically provided 15 paid holidays each calendar year along with the employee's birthday if the employee has been employed for more than six months.

RECOMMENDATION:

Staff recommends the approval of the 2024 employee holidays as amended.



City of Angleton 2024 Employee Holidays

New Year's Day-Monday-January

Martin Luther King Jr. Day-Monday-January 15

President's Day-Monday-February 19

Texas Independence Day-celebrated Friday-March 1

Good Friday-March 29

Memorial Day-Monday-May 27

Juneteenth-Wednesday-June 19

Independence Day-Thursday-July 4

Labor Day-Monday-September 2

Columbus Day-Monday-October 14

Veterans Day-Monday-November 11

Thanksgiving Day-Thursday-November 28

Day After Thanksgiving-Friday-November 29

Christmas Day-Wednesday-December 25

Day After Christmas-Thursday-December 26

Birthday (*Eligible after 6 months of service.*)

New Year's Day-Wednesday-January 1, 2025



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023

PREPARED BY: Colleen Martin

AGENDA CONTENT: Discussion and possible action on the approval of the updates to the Employee Policy Manual.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

On December 8, 2020, the City Council approved the City of Angleton Employee Policy Manual. Senior staff were asked to provide feedback on the manual in the spring of 2023, and then the City Attorney reviewed the manual and provided feedback. The changes include corrections to typographical errors and other legal and verbiage changes.

RECOMMENDATION:

Staff recommends approval of the updates to the Employee Policy Manual.



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023

PREPARED BY: Colleen Martin

AGENDA CONTENT: Discussion and update on the 2024 employee benefits.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

Each year during employee benefits open enrollment, the city offers medical, dental, vision, and Basic Term Life insurance along with ancillary products to all full-time employees as well as permanent part-time employees who work an average of 30 hours per week or more in a year as mandated by the Affordable Care Act (ACA).

Historically, the city has contributed to the enrolled members' medical and dental coverage and has provided a Basic Term Life policy.

The city's health plan was under a 1-year agreement, therefore the city's consultant, Lockton, sought bids for the city's medical plan; the city has a loss ratio of 107.5% with an average annual cost of \$1.5m. The incumbent, Blue Cross Blue Shield of Texas, offered a renewal with a 5% increase, CIGNA declined to quote, and UHC offered a plan that did not provide competitive coverage or cost.

The city will remain with BCBS and will assume the 5% increase (estimated cost of increase \$75,227); as you know last year BCBS offered the city a -7.98% reduction in cost. Employees will see no increase in premiums, however, employees on the High Deductible Health Plan (HDHP) will see an increase in the deductible and maximum out-of-pocket in compliance with the IRS rules governing HDHP plans. Staff recommends renewal with BCBS of Texas for the medical plan.

Staff recommends the city continue to contribute \$2,000 per year to a Health Savings Account for those employees enrolled in the High Deductible Health Plan (HDHP).

Dental

Lockton secured bids for the city's dental coverage. Ameritas and UNUM declined to quote, and MetLife's rates were not competitive. Lincoln Financial came in 10% below the current rate. The

city will contribute \$10.74 per 24 pay periods for enrolled employees regardless of tier. Staff recommends Lincoln Financial for dental coverage.

Employee Dental 2024

Tier	2023 per 24 pay periods	2024 per 24 pay periods
Employee Only	\$0	\$0
Employee + Spouse	\$16.23	\$14.61
Employee + Child (ren)	\$9.77	\$8.79
Employee + Family	\$28.27	\$25.44

Vision

Bids were also secured for the city’s vision coverage, UNUM declined to quote, MetLife was not competitive, Lincoln Financial was 31.8% above average, and Ameritas quoted a -5.9% decrease in premiums for the same coverage. The city does not contribute to the employee’s vision coverage. Staff recommends Ameritas for vision coverage.

Employee Vision 2024

Tier	2023 per 24 pay periods	2024 per 24 pay periods
Employee Only	\$2.28	\$2.14
Employee + Spouse	\$4.86	\$4.55
Employee + Child(ren)	\$5.13	\$4.82
Employee + Family	\$8.07	\$7.58

Basic Term Life/AD&D

The only carrier to quote Basic Term Life and AD&D was Lincoln Financial which offered the same term life rates, with a grandfathered coverage level at 10% below current rates. Staff recommends Lincoln Financial for Basic Term Life/ AD&D and Voluntary Life.

Ancillary Products

The city will move from AFLAC to Lincoln Financial on the ancillary products of Voluntary Life, Short-Term Disability, Critical Illness, and Hospital Indemnity, and will now offer Long-Term Disability. The change was brought about due to significant billing issues the city has had over the past two years with AFLAC. These products are 100% employee funded. Staff recommends Lincoln Financial for all other ancillary products.

RECOMMENDATION:

Staff recommends the selections as outlined above.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/14/2023

PREPARED BY: Scott Myers

AGENDA CONTENT: Review and take action on Interlocal Agreement between Brazoria County ESD 3 & The City of Angleton

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$385,771

FUNDS REQUESTED: \$0

FUND: 107 FD ESD

EXECUTIVE SUMMARY:

Review and take Action on Interlocal Agreement between Brazoria County ESD 3 & The City of Angleton naming Angleton Fire Department as the provider for emergency fire response.

RECOMMENDATION:

This contract has been agreed upon by the City’s Attorney as well as the ESD’s Attorney. The ESD board has approved and accepted. Fire Chief recommends approval.

**INTERLOCAL AGREEMENT FOR
FIRE PROTECTION, FIRE SUPPRESSION,
AND RESCUE SERVICES**

This **INTERLOCAL AGREEMENT FOR FIRE PROTECTION, FIRE SUPPRESSION AND RESCUE SERVICES** (herein "Agreement") is entered into effective the 1st day of January, 2024, by and between **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** ("DISTRICT"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code and **THE CITY OF ANGLETON, TEXAS** ("CITY OF ANGLETON") for the mutual covenants and agreements herein contained, and other good and valuable consideration as set forth in this Agreement. Accordingly, **DISTRICT** and **THE CITY OF ANGLETON, TEXAS** agree to the following:

I.

PARTIES

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 is a political subdivision of the State of Texas, organized and operating in portions of Brazoria County, Texas under Chapter 775 of the Texas Health & Safety Code. **THE CITY OF ANGLETON, TEXAS** is a Texas home rule municipality Texas. Both DISTRICT and CITY OF ANGLETON propose to enter into an Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose of the Agreement is for CITY OF ANGLETON to perform certain Governmental Functions as described by Texas Civil Practice and Remedies Code § 101.0215 and services for DISTRICT. Such Governmental Functions and services are limited to fire protection and suppression services to protect life and property from fire and conserve natural and human resources, and to provide rescue services (all collectively referred to herein as "Emergency Services") to persons and commercial interests located within the geographic boundaries of a portion of the DISTRICT (herein the "Service Area", as described and set forth in Exhibit "A", attached hereto and incorporated by reference).

CITY OF ANGLETON acknowledges that it is familiar with the Service Area and agrees to provide the emergency services in accordance with this Agreement. The CITY OF ANGLETON via the ANGLETON VOLUNTEER FIRE DEPARTMENT agrees to provide emergency services to the service area. Angleton Volunteer Fire Department is a department of the CITY OF ANGLETON.

II.

TERM; EARLY TERMINATION

The term of this Agreement will be for a period beginning **January 1, 2024**, and ending **December 31, 2024**. Either party may terminate this Agreement upon six (6) months written notice to the other party.

The term of this Agreement may be extended only upon the mutually signed agreement of both parties upon such terms and conditions as approved and agreed to at that time.

III.

TERMS OF COMPENSATION

- (a) During the original term of this Agreement, the Compensation to be paid by DISTRICT to CITY OF ANGLETON for the Emergency Services to be provided by CITY OF ANGLETON hereunder shall be as follows: DISTRICT to pay to CITY OF ANGLETON an amount of **\$385,771** per annum. These payments shall be made in quarterly installments. Quarterly installment payments would be paid by the 30th day of the months of January, April, July, and October.
- (b) In the event DISTRICT shall choose to terminate the Agreement during the term, the compensation paid to the date of termination shall be nonrefundable. In the event CITY OF ANGLETON terminates this Agreement during the term, the compensation paid or due and payable shall be refundable to DISTRICT based on a pro rata basis based on the number of months of the one-year term completed.
- (c) The CITY OF ANGLETON has the sole discretion to determine how these funds are expended.

IV.**LIMITATIONS ON REPRESENTATIONS AND WARRANTIES**

- (a) CITY OF ANGLETON agrees to use its best efforts in carrying out its duties under this Agreement.
- (b) The City retains all governmental immunities.
- (c) The CITY OF ANGLETON and the DISTRICT agree to the responsibility for civil liability as described in Government Code § 791.006(a). Responsibility for civil liability shall be retained by the DISTRICT for the provision of Emergency Services by the CITY OF ANGLETON within the territorial jurisdiction of the DISTRICT.

V.**DUTIES AND RESPONSIBILITIES OF THE CITY OF ANGLETON
AND THE DEPARTMENT**

- (a) CITY OF ANGLETON agrees to provide the emergency services to the Service Area, as provided and subject to the limitations and provisions contained herein.

DISTRICT acknowledges that CITY OF ANGLETON is a municipality with statutory and City charter obligations to the residents of the City of Angleton and the Angleton Volunteer Fire Department provides similar emergency services to CITY OF ANGLETON. DISTRICT further acknowledges the necessary fire protection, fire suppression, and other emergency services provided to DISTRICT shall not be exclusive. District and City agree all emergency services provided by Angleton Volunteer Fire Department will conform with policies, protocol, and ordinances of the City of Angleton. District agrees and acknowledges City may be a party to mutual aid agreements with other emergency services departments from other municipalities.

- (b) CITY OF ANGLETON shall provide the necessary manpower and equipment to provide the Emergency Services to the service area in accordance with this Agreement and shall enter into and maintain reciprocal mutual aid agreements with surrounding fire departments and/or EMS when necessary or advisable.

- (c) The CITY MANAGER of the CITY OF ANGLETON or his designee shall be the liaison with DISTRICT.

(d) Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation or annexation of one political subdivision by another.

(e) It is not the intention of the parties hereto to create a partnership or association. The duties and liabilities of CITY OF ANGLETON and DISTRICT are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall be construed to create a partnership or association or impose a partnership duty, obligation or liability with respect to any one or more of the parties hereto.

(f) CITY OF ANGLETON shall furnish DISTRICT no later than 30 days following the end of each fiscal quarter, a copy of the monthly reports listing the total number of runs made by Angleton Volunteer Fire Department within the Service Area for the prior quarter. Failure to provide the required quarterly reports will result in the District withholding quarterly payments until the reports are received.

(g) CITY OF ANGLETON will provide to the DISTRICT a copy of the City's annual audit, or portion of the City's audit, showing the funding and expenditures for fire and rescue services funded by the DISTRICT for the prior fiscal year. The audit will be provided to the DISTRICT no later than 60 days after it is completed and accepted by the CITY.

VI.

DISPATCH COOPERATION

DISTRICT and CITY OF ANGLETON both agree to cooperate in presenting any letters or Resolutions to the 911 Network and the CITY OF ANGLETON's local dispatchers which may be necessary to effectuate accurate dispatching for Emergency Services provided by the CITY within the Service Area.

VII.

Notwithstanding the foregoing provisions of this agreement, in the event of a conflict with the Agreement and the Angleton Code of Ordinances, the Ordinances shall prevail.

VIII.**AMENDMENT BY MUTUAL AGREEMENT**

This Agreement may be amended only by the mutually signed and written agreement of the parties.

IX.**ASSIGNABILITY**

This Agreement shall not be assigned by either party regarding delivery of necessary fire protection and suppression or other emergency services by CITY OF ANGLETON.

X.**MISCELLANEOUS**

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

b. This Agreement embodies the whole agreement of the parties and supersedes all previous communications, representations, or agreements between the parties with respect to the matters contained herein.

XI.**NOTICES**

All notices hereunder shall be in writing and may be delivered by personal delivery or regular US Mail to the parties at their addresses below or may be delivered via electronic mail to the address(es) provided by each Party. Notices shall be copied to legal counsel via electronic mail: to the District's counsel at PEELER@COVELER.COM; to the City's counsel at JUDITH@JGRADYRANDLEPC.COM.

XII.

VENUE AND CONTROLLING LAW

The validity, interpretation, and performance of this Contract shall be governed by the laws of the State of Texas. The Construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

CITY OF ANGLETON, TEXAS

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____
Print Name: John Wright
Title: Mayor

By:  _____
Darrell Valusek, President

Address for Notice:
121 S. Velasco
Angleton, Texas 77515
Date: _____

Address for Notice:
P.O. Box 1253
Manvel, TX 77578
Date: _____

Acknowledged:
ANGLETON VOLUNTEER FIRE DEPARTMENT

By: _____
Print Name: _____
Title: _____

Address for Notice:

EXHIBIT "A"



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14th, 2023

PREPARED BY: Hector Renteria

AGENDA CONTENT: Overlays Interlocal Agreement

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$300,000.00

FUNDS REQUESTED:

FUND: General Fund

EXECUTIVE SUMMARY: The City of Angleton enters an interlocal agreement with Brazoria County annually to overlay asphalt streets. Public Works staff compiled a list of streets in need of milling and overlay. These will be included in an interlocal agreement with Brazoria County for the 23-24 year. This list was brought forth to the council on September 12th, 2023.

RECOMMENDATION: Staff is looking for council approval of entering this interlocal agreement with Brazoria County.

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF ANGLETON
IS23-0034

This Agreement is made between BRAZORIA COUNTY and the CITY OF ANGLETON hereinafter referred to as the COUNTY and CITY respectively.

RECITALS

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit “B”; and

WHEREAS, the CITY has requested the COUNTY’S assistance to providing labor and equipment to repair all roads as listed on Exhibit “B”; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.015, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit “B”.
- 1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the CITY shall pay, from the point in time that COUNTY’S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY’s costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.
- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.
- 1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.
- 1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the President acting pursuant to authorizations of its Board of Trustees.
- 1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.
- 1.09 Nothing herein shall be constructed to create any rights in third parties.
- 1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By: _____

CITY OF ANGLETON
MAYOR

By: _____

BRAZORIA COUNTY
COUNTY JUDGE

Date signed: _____

Date signed: _____

City of Angleton
Interlocal Agreement Project Request Summary FY-24

STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects ONLY)	FOR OFFICE USE ONLY
E BRONCO BEND	N VELASCO TO VALDERAS	1330	20	1.5” MILL/OVERLAY	
W MYRTLE	HANCOCK TO ERSKINE	380	20	1.5” MILL/OVERLAY	
S WALKER	BRYAN TO LAST RESIDENT DRIVE	1440	20	1.5” MILL/OVERLAY	
W WILKINS	LOOP 274 TO ANCHOR RD	1465	20	1.5” MILL/OVERLAY	
ANCHOR RD	W WILKINS TO W MILLER	1105	20	1.5” MILL/OVERLAY	
W CEDAR	N PARRISH TO N WALKER	1150	20	1.5” MILL/OVERLAY	
N COLUMBIA	MILLER TO W LIVE OAK	980	20	1.5” MILL/OVERLAY	
MARSHALL	W LIVE OAK TO W LIVE OAK	1770	20	1.5” MILL/OVERLAY	
W LOCUST	PARRISH TO WALKER	775	20	1.5” MILL/OVERLAY	
			20	1.5” MILL/OVERLAY	
			20	1.5” MILL/OVERLAY	
			20	1.5” MILL/OVERLAY	
			20	1.5” MILL/OVERLAY	
	TOTALS	10,395	1.97		

Note: Each page submitted must be approved by the Mayor.
Return to: *County Engineer's Office*
Engineer-interlocals@brazoriacountytx.gov

Approved By: Mayor



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/14/23

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action approving Resolution No. 20231114-000 a request submitted to the City through a Statement of Intent on or about October 30, 2023 by CenterPoint Energy Resources Corporation, D/B/A, CenterPoint Energy Entex and CenterPoint Energy Texas Gas to increase revenue and change rates within the City filed should be denied; authorizing continued participation in the Texas Coast Utilities Coalition of Cities; authorizing representation of the City by special counsel to intervene in proceedings related to CenterPoint's Statement of Intent; and requiring reimbursement of municipal rate case expenses.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The city received a copy of CenterPoint's (CNP) statement of intent noting its proposal to increase its revenue and consolidate all its divisions into a single "division" and set uniform rates across its system.

A key element of CNP's filing is its proposal to consolidate its four rate divisions into a single rate area. As you'll note from CNP's application, the consolidation produces the oddity that even with an increase in revenue, some areas, and in particular ratepayers in CNP's "Beaumont/East Texas Division" and its "South Texas Division," generally stated, would see a decrease in rates. Note that based on recent decisions by the RRC involving other utilities, we fully expect the RRC to approve CNP's proposed consolidation of its divisions.

Additionally, even though CNP's *overall* proposed increase is about \$37.4 million, the Residential class under CNP's proposal, would see an increase in excess of \$58.4 million. This means that CNP's proposed allocation of costs to the customer classes needs a close review.

In terms of action by council, as you may recall, the earliest effective date a utility may propose for an increase in rates is 35 days after the date of its filing. Here, CNP's proposed effective date is December 4, 2023. **So, the cities must take action by no later than December 4, 2023, to either "suspend" CNP's proposed effective date, or to deny CNP's proposed change in rates.** Of course, a city could elect to take no action, but taking no action means that CNP's proposed rates are deemed approved by law as of Dec. 4, 2023.

RECOMMENDATION: To approve Resolution No. 20231114-000 the Denial of CNP's proposed changes in rates.

RESOLUTION NO. 20231114-009

RESOLUTION BY THE CITY OF ANGLETON, TEXAS (“CITY”) DENYING THE STATEMENT OF INTENT TO CHANGE RATES FILED ON OR ABOUT OCTOBER 30, 2023 BY CENTERPOINT ENERGY RESOURCES CORPORATION, D/B/A, CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS; AUTHORIZING CONTINUED PARTICIPATION IN THE TEXAS COAST UTILITIES COALITION OF CITIES; AUTHORIZING INTERVENTION IN PROCEEDINGS RELATED TO CENTERPOINT’S STATEMENT OF INTENT; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING REPRESENTATION OF THE CITY BY SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

WHEREAS, CenterPoint Energy Resources Corporation, D/B/A, CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or “Company”) filed a Statement of Intent with the City on or about October 30, 2023, to change its rate schedules within the corporate limits of this municipality, specifically to increase its system-wide, annual revenue requirement by approximately \$37.4 million; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under Chapter 104, §103.001 et seq. of GURA has exclusive original jurisdiction over CenterPoint’s rates, operations, and services within the municipality; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating CenterPoint’s rate request and its changes in tariffs it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by CenterPoint to change rates, has in the past joined with other local regulatory authorities to form the Texas Coast Utilities Coalition of Cities (TCUC), and hereby continues its participation in TCUC; and

WHEREAS, CenterPoint’s rate request consists of a voluminous amount of information including CenterPoint’s rate-filing package, pre-filed direct testimony, exhibits, schedules, and workpapers; and

WHEREAS, CenterPoint proposes to implement its proposed increase in rates on or about December 4, 2023, and

WHEREAS, CenterPoint’s application fails to establish that its overall revenue request resulted in no more than an amount that will permit CenterPoint a reasonable opportunity to earn a reasonable return on the utility’s invested capital used and useful in providing service to the public in excess of its reasonable and necessary operating expenses; and

WHEREAS, CenterPoint’s application fails to establish that its proposed rates are just and reasonable; and

WHEREAS, CenterPoint may exercise its statutory right to appeal a City decision regarding CenterPoint’s request to increase rates to the Railroad Commission of Texas; and

WHEREAS, CenterPoint filed its Statement of Intent to increase its revenue and change its rate with the City and with the Railroad Commission of Texas on the same date, October 30, 2023, and it is important to intervene in the proceedings before the Railroad Commission of Texas because the Railroad Commission’s decisions will impact rates within the City;

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

SECTION 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

SECTION 2. CenterPoint’s application fails to show that its proposed rates are just and reasonable.

SECTION 3. The City hereby **DENIES** CenterPoint’s request to increase its revenue and change its rates and in support of **DENIAL** finds that:

- A.** CenterPoint failed in its burden of proof to establish that its requested increase in revenue or the changes set forth in its tariffs attached to CenterPoint’s Statement of Intent to change rates, results in just and reasonable rates;
- B.** CenterPoint failed in its burden of proof to establish that adoption of its proposed rate base, expenses, investment, return on equity, and other rate issues as presented in CenterPoint’s Statement of Intent to increase rates, result in just and reasonable rates.

SECTION 4. The City authorizes intervention in proceedings related to CenterPoint’s Statement of Intent before the Railroad Commission of Texas and any related proceedings in any courts of law.

SECTION 5. The City continues its participation with other cities in a coalition of cities known as the Texas Coast Utilities Coalition of Cities (TCUC) with the understanding that the Steering Committee of TCUC is to provide direction and guidance to Special Counsel representing said cities.

SECTION 6. The City hereby retains Herrera Law & Associates, PLLC as Special Counsel to represent the City with regard to CenterPoint’s Statement of Intent and related proceedings, including proceedings before local and state regulatory authorities and any court of law and

authorizes Special Counsel to employ such rate experts as may be necessary for review and evaluation of CenterPoint's Statement of Intent.

SECTION 7. The City, in coordination with the TCUC Steering Committee, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to CenterPoint for reimbursement.

SECTION 8. The City hereby orders CenterPoint to reimburse the City's rate case expenses as provided in the Gas Utility Regulatory Act and that CenterPoint shall continue to do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or to related proceedings involving CenterPoint before the City, the Railroad Commission of Texas, or any court of law.

SECTION 9. A copy of this resolution shall be sent to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Parkway, Austin, Texas 78756, and a courtesy copy to Mr. Patrick Peters, VP – Regulatory Legal, AGC, CenterPoint Energy, Inc., 1005 Congress Ave., Suite 650, Austin Texas 78701.

SECTION 10. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 11. This resolution supersedes any prior inconsistent or conflicting resolution or ordinance.

SECTION 12. This resolution shall become effective from and after its passage.

PASSED AND APPROVED THIS 14TH DAY OF NOVEMBER 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023

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

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on a request for approval of Ordinance No. _____ amending the City of Angleton Code of Ordinances, Zoning Chapter 28, and Ordinance No.____ amending Chapter 23- Land Development Code, including Sections 28-41 through Sections 28-62 – Residential and Commercial Zoning Districts, Section 23-115–Standard language for special plat elements, Subsection C. Fire lanes and fire easements, Street pavement width requirement modifications. **ARTICLE II.** – Subdivision and Development Design, Section 23-12, Table 23-12.1, Street Dimension Standards, and Streets and Driveways, Section 129, and Section 28-101 Off-street and loading requirements (11).J. Fire Lanes, providing for clarity on area regulations, setback requirements and other standards, as set out and applicable in each Zoning district.

AGENDA ITEM SECTION: Public Hearing and Action Item.

BUDGETED AMOUNT: \$0 **FUNDS REQUESTED:** \$0

FUND: N/A

EXECUTIVE SUMMARY:

During the Council session on July 25, 2023, Staff provided City Council with an analysis of the yard setback requirements of the various Zoning District categories and subdivision design principles within the City of Angleton, as compared to neighboring municipalities (See the attached table).

Under the direction of the City Manager, Staff forward the legal notice of the Public Hearings to the Facts Newspaper on recommended changes to the Lot requirements and setback sections of the Zoning Ordinances. The recommended changes are under legal review and will be considered by the Planning and Zoning Commission on November 2, 2023 for review, discussion, and action of recommendation to City Council, who will hold its first public hearing November 14, 2023. Meanwhile, Staff will continue to engage the development professionals and community for input, participation, and comment.

In summary, Staff is recommending an increase on the standard residential lot to be located at least 35 ft. from the R.O.W., having at least a setback of 10 feet. Staff will continue to fine-tune the minimum driveway depths, as well as stipulations of keeping the cul-de-sac street parking as

prohibited. Please see the mark-up attachment(s) to the Code of Ordinances applicable sections.

Commercial District front setbacks are recommended to be increased to 35 ft. minimum as well, with the exception of the CBD- Downtown area remaining as-is.

During the Council work session discussion of cul-de-sacs was commented on. Staff is recommending the following:

(ADD) PARKING ON CUL-DE-SACS PROHIBITED.

(a) No person shall stop, stand or park any vehicle upon any cul-de-sac within the City except while actually loading and unloading and then only for a period not to exceed thirty minutes.

(b) All cul-de-sacs within the City are hereby designated as fire lanes.

Sec. 23-99. - LDC Text amendment

C. Criteria for approval. The following criteria should be considered by the commission and council as findings of fact. The proposed amendment sets out to accomplish the following:

1. Promotes the health, safety, and general welfare of the city;
2. Promotes the safe, orderly, efficient and healthful development of the city;
3. Consistent with other policies of this LDC and the Angleton Comprehensive Plan; and
4. Any other criteria which, at the discretion of the commission and council, are deemed relevant and important.

Staff has determined that from a safety standpoint the proposed text amendments are consistent with the goals and strategies promoted in the City's most current Comprehensive Plan. Vehicular encroachments beyond the line of travel area for pedestrians or would continue to pose a threat to their health, safety and welfare of the neighborhoods if not reduced.

Photos of Challenging Scenarios

Item 10.

Photos of Challenging Scenarios



Findings and Goals as strategized within the City's Comprehensive Plan:

- Utilize planned development provisions to encourage innovative and imaginative site design that minimizes adverse impacts on adjacent properties.
- Protect the integrity of existing neighborhoods from intrusion by undesirable land uses through enforcement of development-related ordinances.
- Enhance existing neighborhoods through improvements to the public right of way (such as street trees), protection of open spaces and scenic areas utilizing quality signage, landscaping, sidewalks, subsurface drainage and lighting. The proposed changes will allow for safe travel both on emergency vehicle access as well as sound pedestrian walkability and avoidance of sidewalk encroachment of parked vehicles.
- Revising the development related ordinances such as Zoning and subdivision requirements.
- Enhancing existing neighborhoods through improvements to the public right of way (such as street trees), protection of opens paces and scenic areas utilizing quality signage, landscaping, sidewalks, etc.
- Angleton can grow sensibly by: balancing economic development and environmental protection; focusing new development where public services and utilities are already available; actively supporting redevelopment of older areas and vacant buildings; valuing its downtown and vibrant mixed-use areas; maintaining an efficient street network and infrastructure system; providing convenient neighborhood shopping and attractive parks; and, ensuring pedestrian-friendly commercial districts and walking connections between neighborhoods, parks and schools.

Staff has included below, the comments compiled during and after the Workshop on October 26, 2023 with development community: The video recording can be accessed by clicking or copy/pasting the following link: <https://angletontx.new.swagit.com/videos/277605>

WORKSESSION 10/26/2023 Comments/Questions	Method of Input	Response
<i>A lot of developers are using 12" wide lay down curbs instead of 6" upright. Adjust widths as needed. Probably best to just specify travel width.</i>	<i>Emailed Comment</i>	
<i>Recommend that for pavement width you specify if this is travel width or back of curb to back of curb.</i>	<i>Emailed Comment</i>	
In newer neighborhoods with smaller backyards, how does that work or affect the rear yards.	Comments made in Person	The objective is to try to maintain a minimum rear yard of 20 feet. The front yard increase is triggered due to the Safety issues of the driveway parking encroaching into the sidewalk/apron.
Are these applicable only in the City Limits.	In-person	This would apply where we have Zoning authority within the City Limits.
What are the conditions of grandfathering on already approved plats?	In-person	The grandfathering/non-conforming legal constraints will still be applied. We will work with Legal to determine any sunshining clauses in instances where we do have enforceability.
What about Ancillary Structures (Accessory Structures)?	In-person	Lot coverage and lot density is important. We will still accommodate pool houses and RV garages. Usually lots having those accessory uses and structures are larger in nature.
Parking on 1 side of the street? Do we have that same rule for blocking of sidewalks?	In-person	Currently Staff is not aware of such a rule of thumb; however, if we were to receive accessibility related complaints we would respond accordingly. Staff added that the criteria for making this form of ordinance text amendment will have to be considered.
<i>25' setbacks are the most typical front yard setbacks that we see in Houston.</i>	In-person	
Would the setbacks, especially apply to rear/alleyway loaded lots?	Live Chat/Webinar	We would retain the provisions within the CBD downtown area to allow for rear access garages with reduced setbacks. We would not have the same sidewalk challenges.
How would the setback increase affect fire truck hose-reach?	In-person	We will ensure that the new regulations do not violate any requirements on residential that are currently being regulated. We will engage the Fire Chief.
<i>Other areas have 2 separate setbacks on a Corner lot situation; i.e. a 20 ft. for the Garage and then a separate requirement on the main structure at 15 ft.</i>	In-person	Staff will consider that flexibility.

RECOMMENDATION:

City Council should conduct the Public hearing, have discussion, receive public input and vote to approve the ordinance amending the Text of City of Angleton Code of Ordinances, Zoning Chapter 28, and Chapter 23- Land Development Code, including Sections 28-41 through Sections 28-62 – Residential and Commercial Zoning Districts regarding the Zoning setback and lot size/type regulations.

**City of Angleton
Proposed Setback Regulations Table**

Item 10.

Abbreviated Designation	Zoning District Name	Front Yard Setback (Feet)	Sideyard Setback (Feet)	Rear Yard Setback (Feet)	Roadway Width (Feet)
<i>Base Districts</i>					
AG	Agricultural	80	40	80	28
SFE-20	Single-Family Estate Residential-20 (minimum 20,000 square-foot lots)	40	10	25	28
SF-10	Single-Family Residential-10 (minimum 10,000 square-foot lots)	35	10	25	28
SF-7.2	Single-Family Residential-7.2 (minimum 7,200 square-foot lots)	35	10	20	30
SF-6.3	Single-Family Residential-6.3 (minimum 6,300 square-foot lots)	35	10	25	30
SF-5	Single-Family Residential-5 (minimum 5,000 square-foot lots)	35	5	15	30
SF-PH	Single-Family Residential-Patio Home (zero-lot-line homes)	35	Zero Lot or 10' b/t	10	30
2F	Two-Family Residential (duplex homes)	35	Zero Lot or 10' b/t	25	30
SFA	Single-Family Attached Residential (townhomes)	25	N/A	15	30
MFR-14	Multifamily Residential-14 (apartments maximum 14 units/acre)	35	15	15	30
MFR-29	Multifamily Residential-29 (apartments maximum 29 units/acre)	35	15	15	30
MFR-36	Multifamily Residential-36 (apartments maximum 36 units/acre)	40	15	15*	30
MH	Manufactured Homes	25	10*	10	30
C-N	Commercial - Neighborhood	20	15	20	*
C-MU	Commercial - Mixed-Use	20	15	20	*
C-G	Commercial - General	35	15	20	*
C-OR	Commercial - Office/Retail	35	35	15	*
CBD	Central Business District	N/A	N/A	N/A	*
LI	Light Industrial	35	10*	10*	*

* See Master Thoroughfare Plan

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, SECTIONS 28-41 THROUGH SECTIONS 28-62 – RESIDENTIAL AND COMMERCIAL ZONING DISTRICTS, AND SECTION 28-101 OFF-STREET AND LOADING REQUIREMENTS (11). J. FIRE LANES, PROVIDING FOR CLARITY ON AREA REGULATIONS, SETBACK REQUIREMENTS AND OTHER STANDARDS, AS SET OUT AND APPLICABLE IN EACH ZONING DISTRICT IN GENERAL; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Angleton (“City Council”) is authorized by Chapter 54 of the Texas Local Government Code to enforce rules, ordinances and police regulation of the municipality by fine or penalty; and,

WHEREAS, as authorized under law and in the best interest of the residents, citizens and inhabitants of the City of Angleton, the City Council deems it expedient and necessary to amend and modify various subsections of the City of Angleton Code of Ordinances. In addition to other minor changes to the chapter pertaining to cross references, duplications, clarifications, terminologies, reorganizations, and similar, the following sections are proposed to be amended: Sections 28-41 through Sections 28-62 – Residential and Commercial Zoning Districts, and Section 28-101 Off-street and loading requirements (11).J. Fire Lanes, providing for clarity on area regulations, setback requirements and other standards, as set out and applicable in each Zoning district, and

WHEREAS, the City of Angleton is a home rule city acting pursuant to its charter and City Council now finds the need to amend and revise Chapter 28 to promote the public health, safety and welfare of its citizens; and

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

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

SECTION 2. The City of Angleton, Code of Ordinances, Chapter 28, Zoning; in

addition to other minor changes to the chapter pertaining to cross references, duplications, clarifications, terminologies, reorganizations, and similar, as included in Sections 28-41 through Sections 28-62 – Residential and Commercial Zoning Districts, and Section 28-101 Off-street and loading requirements (11)J. Fire Lanes, providing for clarity on area regulations, setback requirements and other standards, as set out and applicable in each Zoning district are hereby amended and to read as follows:

Sec. 28-42. - AG—Agricultural district.

- (a) *General purpose and description:* The AG—Agricultural, district is designed to permit the use of land for the ranching, propagation and cultivation of crops and similar uses of vacant land. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is initially zoned agricultural until it is assigned another zoning district. It is anticipated that agricultural zoned land will eventually be rezoned to another zoning classification in the future. The agricultural district is also appropriate for areas where development is premature due to lack of utilities or city services; to preserve areas that are unsuitable for development due to problems that may present hazards such as flooding, in which case the AG zoning designation should be retained until such hazards are mitigated and the land is rezoned; and to provide permanent greenbelts or to preserve open space areas as buffers around uses that might otherwise be objectionable or pose environmental or health hazards.
- (b) *Permitted uses:*
- (1) Those uses listed for the AG—Agricultural district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Three stories, and not to exceed 40 feet, for the main building/house.
 - b. Forty-five feet for agricultural structures (e.g., barns, silos, water towers, etc.), provided they are no closer than 100 feet from any front, side or rear property line.
 - c. Twenty-five feet for other accessory buildings, including detached garage, garden shed, accessory dwelling units, etc.
- (d) *Area regulations:*
- (1) *Size of lots:*
- a. *Minimum lot area:* Five acres (217,800 square feet).
 - b. *Minimum lot width:* 100 feet.

- c. *Minimum lot depth:* 150 feet.
- (2) *Size of yards:*
 - a. *Minimum front yard:* 80 feet.
 - b. *Minimum side yard:* 40 feet for interior side yard; 80 feet for a corner lot on a street.
 - c. *Minimum rear yard:* 80 feet for the main building and any accessory building(s). (See section 28-103 for accessory building standards.)
- (3) *Parking regulations:*
 - a. *Single-family dwelling unit:* A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
 - b. *Other:* See section 28-101, off-street parking and loading regulations.
- (4) *Minimum floor area per dwelling unit:* None.
- (5) *Minimum exterior construction standards:* See section 28-105.
- (6) *Maximum impervious surface coverage:* 40 percent.
- (e) *Special requirements:*
 - (1) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
 - (2) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
 - (3) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
 - (4) Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.
 - (5) Swimming pools: See section 28-110.
 - (6) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
 - (7) Any nonresidential land use or structure which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.

(8) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:

- Off-street parking and loading requirements (section 28-101).
- Landscape requirements (section 28-102).
- Accessory structure and use regulations (section 28-103).
- Fencing, walls and screening requirements (section 28-104).
- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).
- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(14)(14.1–14.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13)

Sec. 28-43. - SFE-20—Single-family estate residential-20 district.

- (a) *General purpose and description:* The SFE-20—Single-Family Estate Residential-20, district is intended to provide for development of primarily low-density detached, single-family residences on lots of not less than 20,000 square feet in size, churches, schools and public parks in logical neighborhood units. Areas zoned for the SFE-20 district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns that discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*

- (1) Those uses listed for the SFE-20 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
 - (1) *Maximum height:*
 - a. Two and one-half stories, and not to exceed 35 feet, for the main building/house.
 - b. One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
 - (d) *Area regulations:*
 - (1) *Size of lots:*
 - a. *Minimum lot area:* 20,000 square feet.
 - b. *Minimum lot width:* 100 feet.
 - c. *Minimum lot depth:* 125 feet.
 - (2) *Size of yards:*
 - a. *Minimum front yard:* 40 feet.
 - b. *Minimum side yard:* Ten feet for interior side yard; 20 feet for a corner lot; 30 feet for a key corner lot.
 - c. *Minimum rear yard:* 25 feet for the main building and any accessory building(s). (See section 28-103 for accessory building standards.)
 - (3) *Parking regulations:*
 - a. *Single-family dwelling unit:* A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
 - b. *Other:* See section 28-101, off-street parking and loading regulations.
 - (4) *Minimum floor area per dwelling unit:* None.
 - (5) *Minimum exterior construction standards:* See section 28-14.
 - (6) *Maximum impervious surface coverage:* 50 percent.
 - (e) *Special requirements:*
 - (1) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
 - (2) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
 - (3) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.

- (4) Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.
- (5) Swimming pools: See section 28-110.
- (6) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
- (7) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
- (8) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
 - Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls and screening requirements (section 28-104).
 - Exterior construction and design requirements (section 28-105).
 - Supplemental regulations (section 28-106).
 - Performance standards (section 28-107).
 - Lighting and glare standards (section 28-108).
 - Home occupation regulations (section 28-109).
 - Special regulations for certain types of uses (section 28-110).
 - Reserved for future use (section 28-111).
 - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(15)(15.1–15.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13)

Sec. 28-44. - SF-10—Single-family residential-10 district.

- (a) *General purpose and description:* The SF-10—Single-Family Residential-10, district is intended to provide for development of primarily low-density detached, single-family residences on lots of not less than 10,000 square feet in size, churches, schools and public parks in logical neighborhood units. Areas zoned for the SF-10 district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns that discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*
- (1) Those uses listed for the SF-10 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Two and one-half stories, and not to exceed 35 feet, for the main building/house.
 - b. One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) *Area regulations:*
- (1) *Size of lots:*
- a. *Minimum lot area:* 10,000 square feet.
 - b. *Minimum lot width:* 80 feet.
 - c. *Minimum lot depth:* 110 feet.
- (2) *Size of yards:*
- a. *Minimum front yard:* 35 feet.
 - b. *Minimum side yard:* Ten feet for interior side yard; fifteen feet for a corner lot on a street; 30 feet for a key corner lot.
 - c. *Minimum rear yard:* 25 feet for the main building and any accessory building(s). (See section 28-103 for accessory building standards.)
- (3) *Parking regulations:*

- a. *Single-family dwelling unit*: A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
 - b. *Other*: See section 28-101, off-street parking and loading regulations.
- (4) *Minimum floor area per dwelling unit*: None.
 - (5) *Minimum exterior construction standards*: See section 28-105.
 - (6) *Maximum impervious surface coverage*: 60 percent.
- (e) *Special requirements*:
- (1) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
 - (2) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
 - (3) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
 - (4) Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.
 - (5) Swimming pools: See section 28-110.
 - (6) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
 - (7) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
 - (8) *Other regulations*: See sections 28-101 through 28-112 regarding development standards for:
 - Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls and screening requirements (section 28-104).

- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).
- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(16)(16.1–16.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13)

Sec. 28-45. - SF-7.2—Single-family residential-7.2 district.

- (a) *General purpose and description:* The SF-7.2—Single-Family Residential-7.2, district is intended to provide for development of primarily detached, single-family residences on smaller and more compact lots of not less than 7,200 square feet in size, churches, schools and public parks in logical neighborhood units. Areas zoned for the SF-7.2 district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns that discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*
- (1) Those uses listed for the SF-7.2 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Two and one-half stories, and not to exceed 35 feet, for the main building/house.
 - b. One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) *Area regulations:*
- (1) *Size of lots:*

- a. *Minimum lot area:* 7,200 square feet.
 - b. *Minimum lot width:* 60 feet.
 - c. *Minimum lot depth:* 100 feet.
- (2) *Size of yards:*
- a. *Minimum front yard:* 35 feet.
 - b. *Minimum side yard:* 10'-0" for interior side yard; 30 feet for a corner lot on a street; 30 feet for a key corner lot.
 - c. *Minimum rear yard:* 20 feet for the main building and any accessory building(s); 25 feet for rear entry garage. (See section 28-103 for accessory building standards.)
- (3) *Parking regulations:*
- a. *Single-family dwelling unit:* A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
 - b. *Other:* See section 28-101, off-street parking and loading regulations.
- (4) *Minimum floor area per dwelling unit:* None.
- (5) *Minimum exterior construction standards:* See section 28-105.
- (6) *Maximum impervious surface coverage:* 60 percent.
- (e) *Special requirements:*
- (1) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
 - (2) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
 - (3) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
 - (4) Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.
 - (5) Swimming pools: See section 28-110.
 - (6) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and

approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)5.

- (7) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
- (8) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
 - Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls and screening requirements (section 28-104).
 - Exterior construction and design requirements (section 28-105).
 - Supplemental regulations (section 28-106).
 - Performance standards (section 28-107).
 - Lighting and glare standards (section 28-108).
 - Home occupation regulations (section 28-109).
 - Special regulations for certain types of uses (section 28-110).
 - Reserved for future use (section 28-111).
 - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(17)(17.1–17.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13)

Sec. 28-46. - SF-6.3—Single-family residential-6.3 district.

- (a) *General purpose and description:* The SF-6.3, Single-Family Residential-6.3, district is intended to provide for development of primarily detached, single-family residences on small, compact lots of not less than 6,300 square feet in size in logical neighborhood units.
- (b) *Permitted uses:*
 - (1) Those uses listed for the SF-6.3 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.

- (c) *Height regulations:*
- (1) *Maximum height:*
 - a. Two and one-half stories, and not to exceed 35 feet, for the main building/house.
 - b. One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) *Area regulations:*
- (1) *Size of lots:*
 - a. *Minimum lot area:* 6,300 square feet.
 - b. *Minimum lot width:* 60 feet.
 - c. *Minimum lot depth:* 100 feet.
 - (2) *Size of yards:*
 - a. *Minimum front yard:* 35 feet.
 - b. *Minimum side yard:* 10'-0" for interior side yard; 15 feet for a corner lot on a street; 30 feet for a key corner lot.
 - c. *Minimum rear yard:* Twenty feet for the main building and any accessory building(s); 25 feet for rear entry garage. (See section 28-103 for accessory building standards.)
 - (3) *Parking regulations:*
 - a. *Single-family dwelling unit:* A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
 - b. *Other:* See section 28-101, off-street parking and loading regulations.
 - (4) *Minimum floor area per dwelling unit:* None.
 - (5) *Minimum exterior construction standards:* See section 28-105.
 - (6) *Maximum impervious surface coverage:* 60 percent.
- (e) *Special requirements:*
- (1) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
 - (2) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
 - (3) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
 - (4) Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the

garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.

- (5) Swimming pools: See section 28-110.
- (6) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)5.
- (7) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
- (8) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
 - Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls and screening requirements (section 28-104).
 - Exterior construction and design requirements (section 28-105).
 - Supplemental regulations (section 28-106).
 - Performance standards (section 28-107).
 - Lighting and glare standards (section 28-108).
 - Home occupation regulations (section 28-109).
 - Special regulations for certain types of uses (section 28-110).
 - Reserved for future use (section 28-111).
 - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(18)(18.1–18.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. 2016-O-6B, § 2, 6-14-16)

Sec. 28-47. - SF-5—Single-family residential-5 district.

- (a) *General purpose and description:* The SF-5—Single-Family Residential-5, district is intended to provide for development of primarily detached, single-family residences on small, compact lots of not less than 5,000 square feet in size in logical neighborhood units.
- (b) *Permitted uses:*
- (1) Those uses listed for the SF-5 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- Two and one-half stories, and not to exceed 35 feet, for the main building/house.
 - One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) *Area regulations:*
- (1) *Size of lots:*
- Minimum lot area:* 5,000 square feet.
 - Minimum lot width:* 50 feet.
 - Minimum lot depth:* 100 feet.
- (2) *Size of yards:*
- Minimum front yard:* 35 feet.
 - Minimum side yard:* Five feet for interior side yard; 15 feet for a corner lot on a street; 25 feet for a key corner lot.
 - Minimum rear yard:* 15 feet for the main building; 25 feet for rear entry garage. (See section 28-103 for accessory building standards.)
- (3) *Parking regulations:*
- Single-family dwelling unit:* A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a **minimum length of 25 feet as measured from the street right-of-way line.**
 - Other:* See section 28-101, off-street parking and loading regulations.
- (4) *Minimum floor area per dwelling unit:* None.
- (5) *Minimum exterior construction standards:* See section 28-105.
- (6) *Maximum impervious surface coverage:* 60 percent.

(e) *Special requirements:*

- (1) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (2) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
- (3) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
- (4) Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. **The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.**
- (5) Swimming pools: See section 28-110.
- (6) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)5.
- (7) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
- (8) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
 - Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls and screening requirements (section 28-104).
 - Exterior construction and design requirements (section 28-105).
 - Supplemental regulations (section 28-106).
 - Performance standards (section 28-107).
 - Lighting and glare standards (section 28-108).

- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(19)(19.1–19.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. 2016-O-6B, § 2, 6-14-16)

Sec. 28-48. - SF-PH—Single-family residential—Patio home district (Zero-lot-line homes).

- (a) *General purpose and description:* The SF-PH—Single-Family Residential-Patio Home, district is designed to provide for development of primarily detached single-family residences on compact lots having one side yard reduced to zero feet (i.e., "zero-lot-line"), and having not less than 5,000 square feet. Patio home developments shall be arranged in a clustered lot pattern with a common usable open space system that is an integral part of the development. Areas zoned for the SF-PH district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns that discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*
- (1) Those uses listed for the SF-PH district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Two and one-half stories, and not to exceed 35 feet, for the main building/house.
 - b. One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) *Area regulations:*
- (1) *Size of lots:*
- a. *Minimum lot area:* 5,000 square feet.
 - b. *Maximum project size:* The maximum size of a patio home development shall be 40 acres.
 - c. *Minimum lot width:* 50 feet.

- d. *Minimum lot depth:* 100 feet.
- (2) *Size of yards:*
- a. *Minimum front yard:* 35 feet to the garage door face for front-entry homes.
 - b. *Minimum side yard:* One side yard reduced to zero feet; other side yard a minimum of ten feet required with 15 feet required on corner lots adjacent to a residential or collector street, and 20 feet required on corner lots adjacent to an arterial street; 20 feet for a key corner lot on any street.
 - c. *Minimum rear yard:* Ten feet for the main building and any accessory building(s); 25 feet for rear entry garage.
- (3) *Parking regulations:*
- a. *Single-family dwelling unit:* A minimum of two parking spaces on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
 - b. *Other:* See section 28-101, off-street parking and loading requirements.
- (4) *Minimum floor area per dwelling unit:* None.
- (5) *Minimum exterior construction standards:* See section 28-105.
- (6) *Maximum impervious surface coverage:* 70 percent.
- (e) *Special requirements:*
- (1) Patio home developments shall be developed as zero-lot-line homes. One side yard shall be reduced to zero feet, while the other side yard shall be a minimum of ten feet; 15 feet for a corner lot on the residential or collector street side, or 20 feet for a corner lot on an arterial street. A minimum five-foot wide maintenance and utility easement shall be placed on the adjacent lot (i.e., the other side of the zero-lot-line) to enable the property owner to maintain that portion of his/her house that is on the zero-lot-line. Side yards and maintenance and utility easements shall be shown on the subdivision plat. A minimum separation between patio homes of ten feet shall be provided. Roof overhangs will be allowed to project into the maintenance and utility easement a maximum of 24 inches, but the maintenance and utility easement shall remain reasonably accessible to the adjacent homeowner to perform maintenance and repairs to all portions of the exterior of his/her home. No accessory building, pool, or stored materials (e.g., firewood, garden or construction materials, etc.) shall be located or stored within the maintenance easement; wooden decking may be located within the maintenance easement.
 - (2) Maintenance requirements for common areas. A property owners association is required for continued maintenance of common land and facilities.
 - (3) Single-family lots and detached dwellings constructed in this district shall conform to the standards as set forth in the SF-5 zoning district.

- (4) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (5) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
- (6) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
- (7) Homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.
- (8) Swimming pools: See section 28-110.
- (9) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)5.
- (10) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
- (11) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
 - Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls and screening requirements (section 28-104).
 - Exterior construction and design requirements (section 28-105).
 - Supplemental regulations (section 28-106).
 - Performance standards (section 28-107).
 - Lighting and glare standards (section 28-108).
 - Home occupation regulations (section 28-109).

- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(20)(20.1–20.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13)

Sec. 28-49. - 2F—Two-family residential district (Duplex homes).

- (a) *General purpose and description:* The 2F—Two-Family Residential, district is intended to promote stable, quality multiple-occupancy residential development at slightly increased densities. Individual ownership of each of the two-family or duplex units is encouraged. This district is typically used as a "buffer" or transition district between lower density residential areas and higher density or nonresidential areas or major thoroughfares. Areas zoned for the 2F district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns which discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*
- (1) Those uses listed for the 2F district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Two and one-half stories, and not to exceed 35 feet, for the main building/house.
 - b. One story for other accessory buildings, including detached garage, garden shed, gazebo, etc.
- (d) *Area regulations:*
- (1) *Size of lots for two-family/duplex homes:*
- a. *Minimum lot area:* 10,000 square feet per pair of dwelling units; 5,000 square feet per dwelling unit.
 - b. *Minimum lot width:* 80 feet.
 - c. *Minimum lot depth:* 100 feet.
- (2) *Size of yards for two-family/duplex homes:*

- a. *Minimum front yard:* 35 feet; 35 feet to the garage door face for front-entry homes.
 - b. *Minimum side yard:* Five feet required with 15 feet required on corner lots adjacent to a residential or collector street, and 20 feet required on corner lots adjacent to an arterial street; 25 feet for key corner lot on any street.
 - c. *Minimum rear yard:* 25 feet for the main building and any accessory building(s); **25 feet for rear entry garage.** (See section 28-103 for exceptions.)
- (3) *Parking regulations:*
- a. A minimum of two parking spaces for each dwelling unit on the same lot as the main structure and on a paved driveway having a minimum length of 25 feet as measured from the street right-of-way line.
 - b. Also see section 28-101, off-street parking and loading regulations.
- (4) *Minimum floor area per dwelling unit for two-family/duplex homes:* None.
- (5) *Minimum exterior construction standards:* See section 28-105.
- (6) *Maximum impervious surface coverage:* 60 percent.
- (e) *Special requirements:*
- (1) Single-family lots and detached dwellings constructed in this district shall conform to the standards as set forth in the SF-6.3 zoning district.
 - (2) The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited.
 - (3) Recreational vehicles, travel trailers, or motor homes may not be used for on-site dwelling purposes.
 - (4) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
 - (5) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
 - (6) Single-family and two-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.
 - (7) Swimming pools: See section 28-110.
 - (8) A site plan shall be required for any development that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing

the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).

- (9) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
- (10) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
- Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls and screening requirements (section 28-104).
 - Exterior construction and design requirements (section 28-105).
 - Supplemental regulations (section 28-106).
 - Performance standards (section 28-107).
 - Lighting and glare standards (section 28-108).
 - Home occupation regulations (section 28-109).
 - Special regulations for certain types of uses (section 28-110).
 - Reserved for future use (section 28-111).
 - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(21)(21.1–21.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13)

Sec. 28-50. - SFA—Single-family attached residential district (Townhomes).

- (a) *General purpose and description:* The SFA—Single-Family Attached Residential, district is intended to promote stable, quality, attached-occupancy residential development on individual lots at higher residential densities. Individual ownership of each lot and dwelling unit is encouraged. This district may be included within certain areas of neighborhoods or, when in accordance with the intent of the comprehensive plan, may provide a "buffer" or transition district between lower density residential areas and multifamily or nonresidential areas or major thoroughfares. Areas zoned for the SFA district shall have, or shall make provision for, City of Angleton water and sewer

services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns which discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.

(b) *Permitted uses:*

- (1) Those uses listed for the SFA district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.

(c) *Height regulations:*

(1) *Maximum height:*

- a. Two and one-half stories, and not to exceed 35 feet, for the main building or house.
- b. One story for other accessory buildings, including detached garage, carports, garden shed, gazebo, clubhouse, mail kiosks, etc.
- c. Other requirements (see section 28-106).

(d) *Area regulations:*

(1) *Size of lots:*

- a. *Minimum lot area:* 2,500 square feet.
- b. *Maximum density:* Ten units per gross acre of land area within the development.
- c. *Maximum project size:* The maximum size of a single-family attached residential development shall be 25 acres.
- d. *Minimum lot width:* 20 feet.
- e. *Minimum lot depth:* 100 feet.

(2) *Size of yards:*

- a. *Minimum front yard:* 15 feet; front yard setbacks shall be staggered in at least four-foot increments such that no more than two units have the same front setback in a row; no front-entry garages permitted unless the garage door or carport access opening is set back at least 20 feet from the property line (i.e., the right-of-way or street easement line).
- b. *Minimum side yard:*
 1. Single-family attached dwellings shall not have an interior side yard; however, a minimum ten-foot side yard is required for a corner lot adjacent to a residential street or alley that only serves lots within the SFA subdivision, a minimum 15-foot side yard is required for a corner lot adjacent to a residential or collector street serving lots outside the SFA subdivision, a minimum 20-foot side yard is required for a corner lot

adjacent to an arterial street. The ends of any two adjacent building complexes or rows of buildings shall be at least 15 feet apart.

2. A complex or continuous row of attached single-family dwellings shall have a minimum length of four dwelling units (quadriplex), a maximum length of eight dwelling units.
 - c. *Minimum rear yard*: 15 feet for the main building and any accessory building(s); 20 feet for rear entry garage.
- (3) *Maximum lot coverage*: 70 percent by main and accessory buildings on each individual lot.
- (4) *Parking regulations*:
 - a. A minimum of two parking spaces for each dwelling unit, located in front, behind, beside or incorporated into the dwelling unit and located on the same lot as each dwelling unit (see section 28-101, off-street parking and loading requirements).
 - b. Designated visitor parking spaces shall be provided in off-street, common areas at a ratio of one guest/visitor space per four units. SFA developments that include a two-car garage or carport and driveway area equivalent to two additional parking spaces on each lot are not required to provide visitor parking spaces.
 - c. Additional parking shall be required for any recreational uses, clubhouse, office, sales offices and other similar accessory structures and uses.
- (5) *Minimum floor area per dwelling unit*: 800 square feet of air-conditioned floor area.
- (6) *Minimum exterior construction standards*: See section 28-105.
- (e) *Special requirements*:
 - (1) *Maintenance requirements for common areas*. A property owners association is required for continued maintenance of common land and facilities.
 - (2) *Streets*. Two-way streets that serve 25 or fewer lots within a SFA development shall provide a 50-foot right-of-way and a 28-foot wide roadway. One-way streets that serve 25 or fewer lots within a SFA development shall provide a 20-foot right-of-way and a 14-foot wide roadway. All street corners and curves shall be designed to accommodate access by a fire truck. Streets may be privately owned or, if constructed to city standards, publicly dedicated streets. Streets serving more than 25 lots shall comply with the normal standards for residential, collector or arterial streets.
 - (3) *Refuse facilities*. Solid waste disposal services may be provided individually to each unit in the development in the same manner as other single-family developments or through the use of a common refuse facility. A common refuse facility shall be a dumpster or other similar container designed for receiving garbage in bulk from more than one dwelling. All common refuse containers shall be maintained in

accordance with local public health and sanitary regulations. Common refuse facilities shall be located no closer than 30 feet to any adjacent single-family property, shall be located so as to provide safe and convenient pickup by refuse collection agencies and shall be screened in accordance with subsection 28-104(b)(7) of this chapter (see illustrations 16 and 17 for refuse container enclosure diagrams).

- (4) All utilities shall be provided separately to each lot within an SFA district so that each unit is individually metered.
- (5) Any residential development of a lower density than provided for in SFA districts is allowed here provided such development is in accordance with the applicable district regulations of such lower density uses.
- (6) Each SFA lot shall contain a private yard with not less than 300 square feet of area (i.e., a back yard or large side yard). Private yards may include a patio cover, gazebo or other similar non-enclosed structure which does not cover more than 25 percent of the area of the private yard, and they may also include a swimming pool, swing set, play fort, or other private leisure amenity.
- (7) The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited.
- (8) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (9) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on parcels of five or more acres.
- (10) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
- (11) Homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 25 feet.
- (12) A site plan shall be required for any SFA development, or for any other type of development in the SFA district that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
- (13) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards. All buildings within a nonresidential development shall be architecturally compatible with each other, in

that they shall use similar exterior finish colors and materials to achieve an overall, visually compatible appearance when viewed from the road.

(14) Gated/secured entrances shall be in accordance with the city's design standards for gated/secured entrances on private streets.

(15) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:

- Off-street parking and loading requirements (section 28-101).
- Landscape requirements (section 28-102).
- Accessory structure and use regulations (section 28-103).
- Fencing, walls and screening requirements (section 28-104).
- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).
- Performance standards (section 28-107).
 - Lighting and glare standards (section 28-108).
 - Home occupation regulations (section 28-109).
 - Special regulations for certain types of uses (section 28-110).
 - Reserved for future use (section 28-111).
 - Definitions (section 28-112).

(16) *Screening requirements.* A screening fence along shared property lines between SFA districts and other single-family zoning districts shall be required. Said screening fence shall comply with the requirements of section 28-104.

(Ord. No. 2009-O-4A, §§ (III)(22)(22.1–22-5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. 2015-O-11A, § 2, 11-10-15; Ord. No. [20190910-009](#), § 2, 9-10-19)

Sec. 28-51. - MFR-14—Multifamily residential-14 district (Apartments).

(a) *General purpose and description:* The MFR-14—Multifamily Residential-14, district is an attached residential district intended to provide moderate residential density of up to 14 dwelling units per acre. The principal permitted land uses will include low-rise multiple-family dwellings and garden apartments. Recreational, religious, health and

educational uses normally located to service residential areas are also permitted in this district. This district should be located adjacent to a major thoroughfare and serve as a buffer between nonresidential development or heavy automobile traffic and medium- or low-density residential development. Areas zoned for the MFR-14 district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved drive aisles with logical and efficient vehicular circulation patterns; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.

(b) *Permitted uses:*

- (1) Those uses listed for the MFR-14 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.

(c) *Height regulations:*

(1) *Maximum height:*

- a. Two stories, and not to exceed 35 feet, for the main building(s).
- b. One story for other accessory buildings, including detached garages, carports, clubhouse, gazebo, mail kiosks, laundry rooms, etc.
- c. Other requirements (see section 28-106).

(d) *Area regulations:*

(1) *Size of lots:*

- a. *Minimum lot area:* 3,000 square feet per dwelling unit, not to exceed 14 dwelling units per acre (calculated on gross acreage). The minimum lot (i.e., project) size shall be 6,300 square feet.
- b. *Minimum lot width:* 60 feet.
- c. *Minimum lot depth:* 100 feet.

(2) *Size of yards:*

- a. *Minimum front yard:* 35 feet. All areas adjacent to a street shall be deemed front yards. See section 28-106 for additional setback requirements.
- b. *Minimum side and rear yard:* 15 feet, unless adjacent to a single-family, duplex, patio home or single-family attached district then side and rear setbacks shall be according to the height of the multifamily building, as follows:
 1. *One-story building:* 25 feet.
 2. *Two-story building:* 50 feet.
- c. *Building separation:*
 1. *One-story buildings:* 15 feet for buildings without openings; 20 feet for buildings with openings.

2. *Two-story buildings (or a two-story building adjacent to a one-story building):* 20 feet for buildings without openings; 25 feet for buildings with openings.
 3. *Between a main building and an accessory building:* Ten feet.
- (3) *Minimum floor area per dwelling unit:* 600 square feet of air-conditioned floor area.
 - (4) *Maximum impervious surface coverage:* 50 percent.
 - (5) *Parking regulations:*
 - a. One space for each efficiency or one-bedroom unit.
 - b. Two spaces for each two-bedroom unit.
 - c. Two and a half spaces for each three-bedroom unit.
 - d. Three spaces for each four- or more bedroom unit.
 - e. The average number of parking spaces for the total development shall be no less than one space per dwelling unit.
 - f. No parking space may be located closer than six feet from any building, nor closer than two feet from any side or rear lot line.
 - g. At least one resident parking space per dwelling unit shall be covered.
 - h. See section 28-101, off-street parking and loading requirements, for additional requirements.
 - (6) *Minimum exterior construction standards:* See section 28-105.
- (e) *Special requirements:*
- (1) *Landscape area requirements:* See section 28-102 for landscaping requirements.
 - (2) *Refuse facilities:* Every multifamily dwelling unit shall be located within 200 feet of a refuse facility, measured along the designated pedestrian travel way. A refuse facility shall be a dumpster or other similar container designed for receiving garbage in bulk for more than one dwelling, and all refuse containers shall be maintained in accordance with local public health and sanitary regulations. Refuse containers shall be located no closer than 30 feet to any adjacent single-family property, shall be located so as to provide safe and convenient pickup by refuse collection agencies, and shall be screened in accordance with subsection 28-104(b)(7). (See illustrations 16 and 17 for refuse container enclosure diagrams).
 - (3) *Screening requirements:* See section 28-104 for screening requirements.
 - (4) Single-family, duplex, patio home, or townhouse residential units constructed in this district shall conform to SF-6.3, 2F, SF-PH or SFA district standards, respectively.
 - (5) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.

- (6) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
- (7) All points on the exterior facades of all buildings shall be within 150 feet of a dedicated fire lane easement (as measured by an unobstructed pathway, or route, for fire hoses).
- (8) A four-foot wide ADA paved walkway shall connect the front door of each ground floor unit to a parking area. The minimum width of any sidewalk adjacent to head-in parking spaces shall be six feet to accommodate a two-foot bumper overhang for vehicles.
- (9) Buildings shall not exceed 200 feet in length.
- (10) Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize vehicle parking areas are provided. This parking area shall not be used to meet the minimum parking requirements, and shall not be visible from a public street.
- (11) All buildings containing residential units shall provide signage that clearly identifies the numbers (i.e., addresses) of the units within each building. Signage shall be visible from entrances into the complex and/or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, and/or emergency personnel.
- (12) All parking areas shall have appropriate lighting and shall be positioned such that no light adversely impacts adjacent residential areas.
- (13) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards. All buildings within a nonresidential development shall be architecturally compatible with each other, in that they shall use similar exterior finish colors and materials to achieve an overall, visually compatible appearance when viewed from the road.
- (14) Gated/secured entrances shall be in accordance with the city's design standards for gated/secured entrances on private streets.
- (15) A site plan shall be required for any MFR development, or for any other type of development in the MFR-14 district that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
- (16) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:

- Off-street parking and loading requirements (section 28-101).
- Landscape requirements (section 28-102).
- Accessory structure and use regulations (section 28-103).
- Fencing, walls and screening requirements (section 28-104).
- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).
- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
 - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(23)(23.1–23.6), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. [20190910-010](#), §§ 2, 3, 9-10-19; Ord. No. [20191112-008](#), § 2, 11-12-19)

Sec. 28-52. - MFR-29—Multifamily residential-29 district (Apartments).

(a) *General purpose and description:* The MFR-29—Multifamily Residential-29 district is an attached residential district intended to provide high residential density of up to 29 dwelling units per acre. The principal permitted land uses will include low-rise multiple-family dwellings and garden apartments. Recreational, religious, health and educational uses normally located to service residential areas are also permitted in this district. This district should be located adjacent to a major thoroughfare and serve as a buffer between nonresidential development or heavy automobile traffic and medium- or low-density residential development. Areas zoned for the MFR-29 district shall have, or shall make provision for City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved drive aisles with logical and efficient vehicular circulation patterns; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.

(b) *Permitted uses:*

- (1) Those uses listed for the MFR-29 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
 - (1) *Maximum height:*
 - a. Three stories, and not to exceed 40 feet, for the main building(s).
 - b. One story for other accessory buildings, including detached garages, carports, clubhouse, gazebo, mail kiosks, laundry rooms, etc.
 - c. Other requirements (see section 28-106).
- (d) *Area regulations:*
 - (1) *Size of lots:*
 - a. *Minimum lot area:* 1,500 square feet per dwelling unit, not to exceed 29 dwelling units per acre (calculated on gross acreage). The minimum lot (i.e., project) size shall be 6,300 square feet.
 - b. *Minimum lot width:* 60 feet.
 - c. *Minimum lot depth:* 100 feet.
 - (2) *Size of yards:*
 - a. *Minimum front yard:* 35 feet. All areas adjacent to a street shall be deemed front yards. See section 28-106 for additional setback requirements.
 - b. *Minimum side and rear yard:* 15 feet, unless adjacent to a single-family, duplex, patio home or single-family attached district then side and rear setbacks shall be according to the height of the multifamily building, as follows:
 1. *One-story building:* 25 feet.
 2. *Two-story building:* 50 feet.
 - c. *Building separation:*
 1. *One-story buildings:* 15 feet for buildings without openings; 20 feet for buildings with openings.
 2. *Two-story buildings (or a two-story building adjacent to a one-story building):* 20 feet for buildings without openings; 25 feet for buildings with openings.
 3. *Between a main building and an accessory building:* Ten feet.
 - (3) *Minimum floor area per dwelling unit:* 600 square feet of air conditioned floor area.
 - (4) *Maximum impervious surface coverage:* 50 percent.
 - (5) *Parking regulations:*
 - a. One and a half spaces for each efficiency or one-bedroom unit.
 - b. Two spaces for each two-bedroom unit.

- c. Two and a half spaces for each three-bedroom unit.
- d. Three spaces for each four- or more bedroom unit.
- e. The average number of parking spaces for the total development shall be no less than one space per dwelling unit.
- f. No parking space may be located closer than six feet from any building, nor closer than two feet from any side or rear lot line.
- g. At least one resident parking space per dwelling unit shall be covered.
- h. See section 28-101, off-street parking and loading requirements, for additional requirements.

(6) *Minimum exterior construction standards:* See section 28-105.

(e) *Special requirements:*

- (1) *Landscape area requirements:* See section 28-102 for landscaping requirements.
- (2) *Refuse facilities:* Every multifamily dwelling unit shall be located within 200 feet of a refuse facility, measured along the designated pedestrian travel way. A refuse facility shall be a dumpster or other similar container designed for receiving garbage in bulk for more than one dwelling, and all refuse containers shall be maintained in accordance with local public health and sanitary regulations. Refuse containers shall be located no closer than 30 feet to any adjacent single-family property, shall be located so as to provide safe and convenient pickup by refuse collection agencies, and shall be screened in accordance with subsection 28-104(b)(7). (See illustrations 16 and 17 for refuse container enclosure diagrams).
- (3) *Screening requirements:* See section 28-104 for screening requirements.
- (4) Single-family, duplex, patio home, or townhouse residential units constructed in this district shall conform to SF-6.3, 2F, SF-PH or SFA district standards, respectively.
- (5) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- (6) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
- (7) All points on the exterior facades of all buildings shall be within 150 feet of a dedicated fire lane easement (as measured by an unobstructed pathway, or route, for fire hoses).
- (8) A four-foot wide ADA paved walkway shall connect the front door of each ground floor unit to a parking area. The minimum width of any sidewalk adjacent to head-in parking spaces shall be six feet to accommodate a two-foot bumper overhang for vehicles.
- (9) Buildings shall not exceed 200 feet in length.

- (10) Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize vehicle parking areas are provided. This parking area shall not be used to meet the minimum parking requirements, and shall not be visible from a public street.
- (11) All buildings containing residential units shall provide signage that clearly identifies the numbers (i.e., addresses) of the units within each building. Signage shall be visible from entrances into the complex and/or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, and/or emergency personnel.
- (12) All parking areas shall have appropriate lighting and shall be positioned such that no light adversely impacts adjacent residential areas.
- (13) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards. All buildings within a nonresidential development shall be architecturally compatible with each other, in that they shall use similar exterior finish colors and materials to achieve an overall, visually compatible appearance when viewed from the road.
- (14) Gated/secured entrances shall be in accordance with the city's design standards for gated/secured entrances on private streets.
- (15) A site plan shall be required for any MFR development, or for any other type of development in the MFR-29 district that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
- (16) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
 - Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls and screening requirements (section 28-104).
 - Exterior construction and design requirements (section 28-105).
 - Supplemental regulations (section 28-106).

- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(24)(24.1–24-5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. 2016-O-6B, § 2, 6-14-16; Ord. No. [20190910-010](#), § 4, 9-10-19; Ord. No. [20191112-008](#), § 3, 11-12-19)

Sec. 28-53. - MFR-36—Multifamily residential-36 district (Apartments).

- (a) *General purpose and description:* The MFR-36—Multifamily Residential-36 district is an attached residential district intended to provide the highest residential density of up to 36 dwelling units per acre. The principal permitted land uses will include low-rise multiple-family dwellings and garden apartments. Recreational, religious, health and educational uses normally located to service residential areas are also permitted in this district. This district should be located adjacent to a major thoroughfare and serve as a buffer between nonresidential development or heavy automobile traffic and medium- or low-density residential development. Areas zoned for the MFR-36 district shall have, or shall make provision for City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved drive aisles with logical and efficient vehicular circulation patterns; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*
- (1) Those uses listed for the MFR-36 district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Three stories, and not to exceed 40 feet, for the main building(s).
 - b. One story for other accessory buildings, including detached garages, carports, clubhouse, gazebo, mail kiosks, laundry rooms, etc.
 - c. Other requirements (see section 28-106).
- (d) *Area regulations:*

- (1) *Size of lots:*
 - a. *Minimum lot area:* 1,200 square feet per dwelling unit, not to exceed 36 dwelling units per acre (calculated on gross acreage). The minimum lot (i.e., project) size shall be 6,300 square feet.
 - b. *Minimum lot width:* 60 feet.
 - c. *Minimum lot depth:* 100 feet.
- (2) *Size of yards:*
 - a. *Minimum front yard:* 40 feet. All areas adjacent to a street shall be deemed front yards. See section 28-106 for additional setback requirements.
 - b. *Minimum side and rear yard:* 15 feet, unless adjacent to a single-family, duplex, patio home or single-family attached district then side and rear setbacks shall be according to the height of the multifamily building, as follows:
 1. *One-story building:* 25 feet.
 2. *Two-story building:* 50 feet.
 3. *Over two-story building:* 75 feet.
 - c. *Building separation:*
 1. *One-story buildings:* 15 feet for buildings without openings; 20 feet for buildings with openings.
 2. *Two-story buildings (or a two-story building adjacent to a one-story building):* 20 feet for buildings without openings; 25 feet for buildings with openings.
 3. *Over two-story buildings (or an over two-story building adjacent to a one- or two-story building):* 25 feet for buildings with or without openings.
 4. *Between a main building and an accessory building:* Ten feet.
- (3) *Minimum floor area per dwelling unit:* 600 square feet of air conditioned floor area.
- (4) *Maximum impervious surface coverage:* 50 percent.
- (5) *Parking regulations:*
 - a. One and a half spaces for each efficiency or one-bedroom unit.
 - b. Two spaces for each two-bedroom unit.
 - c. Two and a half spaces for each three-bedroom unit.
 - d. Three spaces for each four- or more bedroom unit.
 - e. The average number of parking spaces for the total development shall be no less than one space per dwelling unit.
 - f. No parking space may be located closer than six feet from any building, nor closer than two feet from any side or rear lot line.
 - g. At least one resident parking space per dwelling unit shall be covered.

- h. See section 28-101, off-street parking and loading requirements, for additional requirements.
- (6) *Minimum exterior construction standards:* See section 28-105.
- (e) *Special requirements:*
- (1) *Landscape area requirements:* See section 28-102 for landscaping requirements.
 - (2) *Refuse facilities:* Every multifamily dwelling unit shall be located within 200 feet of a refuse facility, measured along the designated pedestrian travel way. A refuse facility shall be a dumpster or other similar container designed for receiving garbage in bulk for more than one dwelling, and all refuse containers shall be maintained in accordance with local public health and sanitary regulations. Refuse containers shall be located no closer than 30 feet to any adjacent single-family property, shall be located so as to provide safe and convenient pickup by refuse collection agencies, and shall be screened in accordance with subsection 28-104(b)(7). (See illustrations 16 and 17 for refuse container enclosure diagrams).
 - (3) *Screening requirements:* See section 28-104 for screening requirements.
 - (4) Single-family, duplex, patio home, or townhouse residential units constructed in this district shall conform to SF-6.3, 2F, SF-PH or SFA district standards, respectively.
 - (5) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
 - (6) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
 - (7) All points on the exterior facades of all buildings shall be within 150 feet of a dedicated fire lane easement (as measured by an unobstructed pathway, or route, for fire hoses).
 - (8) A four-foot wide ADA paved walkway shall connect the front door of each ground floor unit to a parking area. The minimum width of any sidewalk adjacent to head-in parking spaces shall be six feet to accommodate a two-foot bumper overhang for vehicles.
 - (9) Buildings shall not exceed 200 feet in length.
 - (10) Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize vehicle parking areas are provided. This parking area shall not be used to meet the minimum parking requirements, and shall not be visible from a public street.
 - (11) All buildings containing residential units shall provide signage that clearly identifies the numbers (i.e., addresses) of the units within each building. Signage shall be visible from entrances into the complex and/or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, and/or emergency personnel.

- (12) All parking areas shall have appropriate lighting and shall be positioned such that no light adversely impacts adjacent residential areas.
- (13) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards. All buildings within a nonresidential development shall be architecturally compatible with each other, in that they shall use similar exterior finish colors and materials to achieve an overall, visually compatible appearance when viewed from the road.
- (14) Gated/secured entrances shall be in accordance with the city's design standards for gated/secured entrances on private streets.
- (15) A site plan shall be required for any MFR development, or for any other type of development in the MFR-36 district that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
- (16) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
- Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls and screening requirements (section 28-104).
 - Exterior construction and design requirements (section 28-105).
 - Supplemental regulations (section 28-106).
 - Performance standards (section 28-107).
 - Lighting and glare standards (section 28-108).
 - Home occupation regulations (section 28-109).
 - Special regulations for certain types of uses (section 28-110).
 - Reserved for future use (section 28-111).

- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(25)(25.1–25.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. 2016-O-6B, § 2, 6-14-16; Ord. No. [20190910-010](#), § 5, 9-10-19; Ord. No. [20191112-008](#), § 4, 11-12-19)

Sec. 28-54. - MH—Manufactured home district.

- (a) *General purpose and description:* The MH, Manufactured Home, district is a detached residential district establishing standards for the development of HUD-Code manufactured home parks and subdivisions. HUD-Code manufactured home subdivisions include individually platted lots for sale within the subdivision, for the placement of manufactured home units. A manufactured home park offers spaces for the placement of manufactured home units on a lease or rental basis. The manufactured home district establishes area and design requirements for parks and subdivisions, as well as yard requirements for individual lots. Both parks and subdivisions provide open space and recreational areas appropriate for the acreage and number of units contained. Areas zoned for the MH district shall have, or shall make provision for, City of Angleton water and sewer services. They shall be designed to adequately accommodate storm drainage; they shall have paved streets with logical and efficient vehicular circulation patterns that discourage non-local traffic; they shall be properly buffered from nonresidential uses; and they shall be protected from pollution and undesirable environmental and noise impacts.
- (b) *Permitted uses:*
- (1) Those uses listed for the MH district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Area regulations:*
- (1) *Size of yards* (for each space within manufactured home park or subdivision):
 - a. *Minimum front yard:* 25 feet from a dedicated street; 15 feet from any private street or drive. See section 28-106 for additional setback requirements.
 - b. *Minimum side yard:* Ten feet; 20 feet between units; 20 feet from zoning district boundary line; 15 feet for a corner lot on a residential or collector street, and 20 feet for a corner lot on an arterial street.
 - c. *Minimum rear yard:* Ten feet; 20 feet from any zoning district boundary line.
 - d. If a garage is provided, the entry (i.e., door) side of the garage shall have a 25-foot setback as measured from any property or street right-of-way line.
 - (2) *Size of space* (for each space within a manufactured home park):
 - a. *Minimum lot area:* 4,000 square feet per unit.
 - b. *Minimum lot width:* 40 feet.

- c. *Minimum lot depth:* 100 feet.
- (3) *Minimum floor area per dwelling unit:* 800 square feet.
- (4) *Maximum lot coverage:* 50 percent for main building/unit plus any accessory buildings.
- (5) *Parking regulations:* Two spaces per unit located on the same lot as the unit served (see section 28-101, off-street parking and loading) line.
- (6) *Area for manufactured home park:* Minimum project area five acres; maximum project area 25 acres.
- (7) *Maximum height limit:*
 - a. Two and one-half stories, and not to exceed 36 feet, for the main building/house.
 - b. One story for other accessory buildings, including detached garages, carports, management office, clubhouse, gazebo, mail kiosks, etc.
 - c. Other requirements (see section 28-106).
- (8) *Minimum exterior construction standards:* None (manufactured homes only - all other structures shall conform with section 28-105).
- (9) *Maximum impervious surface coverage:* 60 percent.
- (d) *Supplemental requirements for manufactured home parks:*
 - (1) *Tenant parking:* Each parking space shall be an approved all-weather surface, in accordance with city standards, and shall be located to eliminate interference with access to parking areas provided for other manufactured homes and for public parking in the park (see section 28-101, off-street parking and loading requirements).
 - (2) *Visitor and supplemental parking:* Manufactured home parks that provide a paved parking area on each lot that accommodates fewer than four parking spaces (with spaces stacked no more than two parking spaces deep) shall provide visitor and supplemental parking in accordance with the following requirements:
 - a. Two visitor parking spaces for every three manufactured home spaces. No manufactured home lot shall be situated further than 150 feet from a visitor space.
 - b. One supplemental parking or vehicle storage space for the parking or storage of boats, campers and similar vehicles or equipment for every four manufactured home spaces. Supplemental parking spaces may be located anywhere within the manufactured home park.
 - c. Each visitor and/or supplemental parking space will be not less than nine feet by 20, which is not to be included in the lot size for any manufactured home lot.

- (3) *Access:* Each manufactured home community shall have direct access from an improved public street in accordance with the subdivision ordinance. Where an internal private street provides access to individual lots or dwelling units, the same shall be paved in accordance with city standards, and it shall be dedicated to the public as an emergency access or fire lane easement to allow for the rapid and safe movement of vehicles used in providing emergency health or public safety services. Each emergency access/fire lane easement shall have a clear unobstructed width of 24 feet, shall connect to a dedicated public street, and shall have a turning area and radii of a minimum of 50 feet to permit free movement of emergency vehicles. Dead end streets are not allowed. Fire lane easements shall be maintained by the manufactured home park.

Gated/secured entrances shall be in accordance with the city's design standards for gated/secured entrances on private streets.

- (4) *Walkways:* Designated ADA concrete walkways four feet in width will be provided on both sides of roadways or streets.
- (5) *Street names and signs:* Within each manufactured home park, all streets shall be named, and manufactured homes numbered in a logical and orderly fashion. Street signs shall be of a color and size contrasting with those on public streets and roadways so that there is no confusion regarding which are private and which are public streets. These signs and numbers shall be of standard size and placement to facilitate location by emergency vehicles. Street names shall be submitted to the city manager, along with the construction plat application, reviewed by the appropriate city staff with respect to street naming procedures set forth within the subdivision ordinance and/or the city's code of ordinances, and approved by the planning and zoning commission and the city council on the construction plat for the subdivision. The street names shall be set with construction plat approval, and shall not be changed on the final plat without city approval. All dwelling unit numbering (i.e., addressing) shall be assigned by the city manager.
- (6) *Other signs:* Along all sections of emergency access easements, the owner or agent shall erect metal signs prohibiting parking. The sign type, size, height and location shall be in accordance with the manual of uniform traffic control devices and approved by the city.
- (7) *Intersections:* Internal streets shall intersect adjoining public streets at approximately 90 degrees and at locations which will eliminate or minimize interference with traffic on those public streets.
- (8) *Street lighting:* Street lighting within the manufactured home park shall be provided in accordance with the subdivision regulations, and shall be maintained by the owners of the manufactured home park.
- (9) *Electric and telephone service:* All electrical distribution lines and all telephone lines shall be underground except the primary service lines to the park.

- (10) *Drainage and soil protection:* The ground surface in all parts of the park shall be graded and equipped to drain all surface water in a safe, efficient manner. Each manufactured home space shall provide adequate drainage for the placement of a manufactured home. Exposed ground surfaces in all parts of every manufactured home park shall be paved and/or covered with stone, brick paving, or other similar solid material, or protected with a vegetative growth (such as grass) capable of preventing soil erosion and eliminating dust.
- (11) *Firefighting:*
- a. Approaches to all manufactured homes shall be kept clear for firefighting.
 - b. The owner or agent of a manufactured home park shall be responsible for the instruction of any staff in the use of the park fire protection equipment and in their specific duties in the event of a fire. Owner shall supply standard city fire hydrants located within 300 feet of all manufactured home spaces, measured along the drive or street.
 - c. The owner or agent of a manufactured home park shall be responsible for maintaining the entire area of the park free of dry brush, leaves and weeds in excess of six inches in height.
- (12) *Refuse facilities:* Solid waste disposal services may be provided individually to each lot in the manufactured home park in the same manner as other single-family developments or through the use of a common refuse facility. A common refuse facility shall be a dumpster or other similar container designed for receiving garbage in bulk from more than one dwelling. All common refuse containers shall be maintained in accordance with local public health and sanitary regulations. Every manufactured home lot shall be located within 150 feet of a refuse facility, measured along the designated pedestrian travel way. Common refuse facilities shall be located no closer than 30 feet to any adjacent single-family property, shall be located so as to provide safe and convenient pickup by refuse collection agencies and shall be screened in accordance with subsection 28-104(b)(7) of this chapter. (See illustrations 16 and 17 for refuse container enclosure diagrams).
- (13) *Anchorage of manufactured homes:* To insure against natural hazards such as tornados, high winds and electrical storms, anchorage for each manufactured home shall be provided according to the building code and state law.
- (14) *Skirting:*
- a. All manufactured home units not attached to a permanent foundation shall provide skirting from the top of the unit's frame to grade. Skirting shall totally enclose and secure from view the unit's axles and all required anchors, footings, and piers.
 - b. All required skirting shall be masonry, and shall be of a color similar to the materials used in the construction of the manufactured home unit such that it blends with the overall appearance of the unit.

(e) *Special requirements:*

- (1) Single-family, duplex, patio home, or townhouse residential units constructed in this district shall conform to SF-6.3, 2F, SF-PH or SFA district standards, respectively.
- (2) Open/outside storage is permitted provided it does not create a nuisance and is in conformance with the adopted International Property Maintenance Code.
- (3) *Usable open space requirements:* Except as provided below, any manufactured home development shall provide useable open space that equals or exceeds 15 percent of the total land area within the development. Usable open space areas shall be in conformance with subsections 28-48(e)(4) and 28-48(e)(5).
- (4) One playground area containing at least five pieces of play equipment shall be provided for every 100 dwelling units, or fraction thereof. The playground equipment shall be of heavy duty construction, such as is normally used in public parks or on public school playgrounds.
- (5) A site plan shall be required for any MH development, or for any other type of development in the MH district that will include: 1) a private amenity or facility comprised of one or more buildings (such as a private recreation/swimming facility, clubhouse, etc.); 2) a golf course; and/or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval will be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval shall be in accordance with subsection 28-63(d), but shall not require a public hearing as required by subsection 28-63(d)(5).
- (6) Any nonresidential land use which may be permitted in this district shall conform to the "C-N"—Commercial-Neighborhood district standards.
- (7) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
 - Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls and screening requirements (section 28-104).
 - Exterior construction and design requirements (section 28-105).
 - Supplemental regulations (section 28-106).
 - Performance standards (section 28-107).

- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(26)(26.1–26.5), 4-14-09; Ord. No. 2013-O7C, § 3, 7-9-13; Ord. No. 2016-O-3A, § 2, 3-8-16)

Sec. 28-55. - C-N—Commercial-Neighborhood district.

- (a) *General purpose and description:* The C-N—Commercial-Neighborhood district is established to provide for areas of smaller-scaled and pedestrian-oriented neighborhood-serving commercial and mixed use development (typically with floor plans of less than 10,000 square feet) that includes retail, services, office, eating and drinking, housing, smaller-scaled public uses, etc. Single-family housing is not permitted in this district.
- (b) *Permitted uses:*
- (1) Those uses listed for the C-N district in section 28-51 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Two stories, and not to exceed 30 feet, for the main building(s).
 - b. One story for accessory buildings.
 - c. Other (see section 28-106).
- (d) *Area regulations:*
- (1) *Size of lot:*
- a. *Minimum lot area:* 5,000 square feet.
 - b. *Minimum lot width:* 25 feet.
 - c. *Minimum lot depth:* 100 feet.
- (2) *Size of yards:*
- a. *Minimum front yard:* 20 feet. All yards adjacent to a street shall be considered a front yard (see section 28-106 for additional setback requirements).

- b. *Minimum side and rear yard:* 15 feet unless adjacent to a residentially zoned property (see below).
 - c. *Interior side yards:* When retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site (i.e., lots/lease spaces abutting one another), no side yard is required provided it complies with the city's building code.
 - d. *Minimum side or rear yard adjacent to a residential district:* 20 feet for one-story building, and an additional ten feet for every story (or fraction thereof) above one-story in height.
- (3) *Maximum lot coverage:* Maximum 90 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.).
 - (4) *Maximum building size:* The maximum building foot print (first floor) area of a structure shall not exceed 10,000 square feet.
 - (5) *Parking requirements:* As established by section 28-101, off-street parking and loading requirements.
 - (6) *Minimum exterior construction standards:* See section 28-105.
- (e) *Special requirements:*
- (1) *Driveway spacing* (i.e., distance between driveways, measured edge-to-edge):
Shall conform to the latest TXDOT spacing standards.
 - (2) *Landscaping requirements:* See section 28-102.
 - (3) *Screening requirements:* See section 28-104.
 - (4) Outdoor retail sales which involve the outside display of merchandise and seasonal items, shall be limited to the following if not otherwise allowed by a specific use permit:
 - a. Shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property.
 - b. Shall not pose a safety or visibility hazard, impede public vehicular circulation, nor reduce pedestrian walkways below that required by applicable ADA accessibility standards, either on-site or off-site.
 - c. Shall not extend into public right-of-way or onto adjacent property without property owner permission.
 - d. All outside display items that are used or second hand goods shall be moved indoors or stored in accordance with open/outside storage regulations at the end of business each day (outside display of used autos and decorative landscaping materials, after the end of the business each day, shall be allowed in those districts where such land uses are permitted).

- e. All merchandise shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
 - f. Outside retail sales and storage of compressed industrial gases (including propane) and associated containers used in the operation of a business or for general retail sales is permitted provided they are maintained in a secure area not larger than 100 square feet and do not violate fire or safety regulations.
- (5) Open/outside storage is prohibited without a specific use permit.
- (6) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- (7) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
- Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls and screening requirements (section 28-104).
 - Exterior construction and design requirements (section 28-105).
 - Supplemental regulations (section 28-106).
 - Performance standards (section 28-107).
 - Lighting and glare standards (section 28-108).
 - Home occupation regulations (section 28-109).
 - Special regulations for certain types of uses (section 28-110).
 - Reserved for future use (section 28-111).
 - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(27)(27.1–27.5), 4-14-09; Ord. No. 2013-O7C, § 4, 7-9-13)

Sec. 28-56. - C-MU—Commercial-mixed-use district.

- (a) *General purpose and description:* The C-MU—Commercial-Mixed-Use, district is established to provide for areas of large-scale, pedestrian- and auto-oriented, region-serving, mixed-use development that includes a mix of retail formats (large and small),

office and business services, commercial lodging, office-oriented research and development, recreation and entertainment, etc. Multifamily residential uses are permitted in this district. Development in this district will occur under a unified master plan.

(b) *Permitted uses:*

- (1) Those uses listed for the C-MU district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.

(c) *Height regulations:*

(1) *Maximum height:*

- a. Eight stories, and not to exceed 80 feet, for the main building(s).
- b. One story for accessory buildings.
- c. Other (see section 28-106).

(d) *Area regulations:*

(1) *Size of lots:*

- a. *Minimum lot area:* 10,000 square feet.
- b. *Minimum lot width:* 75 feet.
- c. *Minimum lot depth:* 100 feet.

(2) *Size of yards:*

- a. *Minimum front yard:* 20 feet. All yards adjacent to a street shall be considered a front yard (see section 28-106 for additional setback requirements).
- b. *Minimum side and rear yard:* 15 feet unless adjacent to a residentially zoned property (see below).
- c. *Minimum side or rear yard adjacent to a residential district:* 20 feet for one-story building, and an additional ten feet for every story (or fraction thereof) above one-story in height.

- (3) *Maximum lot coverage:* Maximum 80 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.).

- (4) *Parking requirements:* As established by section 28-101, off-street parking and loading requirements.

- (5) *Minimum exterior construction standards:* See section 28-105.

(e) *Special requirements:*

- (1) *Driveway spacing* (i.e., distance between driveways, measured edge-to-edge):
Shall conform to the latest TXDOT spacing standards.

- (2) *Landscaping requirements:* See section 28-102.

- (3) *Screening requirements:* See section 28-104.
- (4) Outdoor retail sales which involve the outside display of merchandise and seasonal items, shall be limited to the following if not otherwise allowed by a specific use permit:
- a. Shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property.
 - b. Shall not pose a safety or visibility hazard, impede public vehicular circulation, nor reduce pedestrian walkways below that required by applicable ADA accessibility standards, either on-site or off-site.
 - c. Shall not extend into public right-of-way or onto adjacent property without property owner permission.
 - d. All outside display items that are used or second hand goods shall be moved indoors or stored in accordance with open/outside storage regulations at the end of business each day (outside display of used autos and decorative landscaping materials, after the end of the business day, shall be allowed in those districts where such land uses are permitted).
 - e. All merchandise shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
 - f. Outside retail sales and storage of compressed industrial gases (including propane) and associated containers used in the operation of a business or for general retail sales is permitted provided they are maintained in a secure area not larger than 100 square feet and do not violate fire or safety regulations.
- (5) Open/outdoor storage is prohibited without a specific use permit.
- (6) Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- (7) Other regulations: See sections 28-101 through 28-112 regarding development standards for:
- Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls, and screening requirements (28-104).
 - Exterior construction and design requirements (28-105).
 - Supplemental regulations (28-106).
 - Performance standards (section 28-107).

- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(28)(28.1–28.5), 4-14-09; Ord. No. 2013-O7C, § 4, 7-9-13)

Sec. 28-57. - C-G—Commercial-general district.

- (a) *General purpose and description:* The C-G—Commercial-General, district is intended to reflect existing and future areas of larger scaled pedestrian and auto-oriented commercial development (typically with floor plans of more than 10,000 square feet) located on the city's major arterial roads, and to include a wide variety of community-serving uses that include retail, services, office, auto-related businesses, eating and drinking, recreation and entertainment, public and semi-public uses, etc. Residential uses are not permitted in this district.
- (b) *Permitted uses:*
- (1) Those uses listed for the C-G district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Eight stories, and not to exceed 80 feet, for the main building(s).
 - b. One story for accessory buildings.
 - c. Other (section 28-106).
- (d) *Area regulations:*
- (1) *Size of lot:*
- a. *Minimum lot area:* 10,000 square feet.
 - b. *Minimum lot width:* 75 feet.
 - c. *Minimum lot depth:* 100 feet.
- (2) *Size of yards:*
- a. *Minimum front yard:* 35 feet. All yards adjacent to a street shall be considered a front yard (see section 28-106 for additional setback requirements).

- b. *Minimum side and rear yard:* 15 feet unless adjacent to a residentially zoned property (see below).
 - c. *Interior side yards:* When retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site (i.e., lots/lease spaces abutting one another), no side yard is required provided it complies with the city's building code.
 - d. *Minimum side or rear yard adjacent to a residential district:* 20 feet for one-story building, and an additional 20 feet for every story (or fraction thereof) above one-story in height.
- (3) *Maximum lot coverage:* Maximum 80 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.).
 - (4) *Parking requirements:* As established by section 28-101, off-street parking and loading requirements.
 - (5) *Minimum exterior construction standards:* See section 28-105.
- (e) *Special requirements:*
- (1) *Driveway spacing* (i.e., distance between driveways, measured edge-to-edge):
Shall conform to the latest TXDOT spacing standards.
 - (2) *Landscaping requirements:* See section 28-102.
 - (3) *Screening requirements:* See section 28-104.
 - (4) Outdoor retail sales which involve the outside display of merchandise and seasonal items, shall be limited to the following if not otherwise permitted by a specific use permit:
 - a. Shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property.
 - b. Shall not pose a safety or visibility hazard, impede public vehicular circulation, nor reduce pedestrian walkways below that required by applicable ADA accessibility standards, either on-site or off-site.
 - c. Shall not extend into public right-of-way or onto adjacent property without property owner permission.
 - d. All outside display items that are used or second hand goods shall be moved indoors or stored in accordance with open/outside storage regulations at the end of business each day (outside display of used autos and decorative landscaping materials, after the end of the business day, shall be allowed in those districts where such land uses are permitted).
 - e. All merchandise shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.

- f. Outside retail sales and storage of compressed industrial gases (including propane) and associated containers used in the operation of a business or for general retail sales is permitted provided they are maintained in a secure area not larger than 100 square feet and do not violate fire or safety regulations.
- (5) Open/outside storage: Open storage, without a specific use permit, is limited to a maximum of 20 percent of the total lot area, shall not be located in front of (i.e., on the street side of) or on top of the building.
- (6) *Recreational vehicles*: Recreational vehicles, travel trailers, motor homes or temporary buildings may not be used for on-site dwelling or permanent nonresidential purposes.
- (7) *Other regulations*: See sections 28-101 through 28-112 regarding development standards for:
- Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls and screening requirements (section 28-104).
 - Exterior construction and design requirements (section 28-105).
 - Supplemental regulations (section 28-106).
 - Performance standards (section 28-107).
 - Lighting and glare standards (section 28-108).
 - Home occupation regulations (section 28-109).
 - Special regulations for certain types of uses (section 28-110).
 - Reserved for future use (section 28-111).
 - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(29)(29.1–29.6), 4-14-09; Ord. No. 2013-O-7C, § 4, 7-9-13)

Sec. 28-58. - C-O/R—Commercial-office/retail district.

- (a) *General purpose and description*: The C-O/R—Commercial-Office/Retail, district is intended to provide for areas of integrated professional office and retail development of quality design in a landscaped setting serving high technology, research and

development, and retail development. This district provides for future areas of large-scaled pedestrian- and auto-related commercial development on the city's major arterial roads. Residential uses are not permitted in this district.

(b) *Permitted uses:*

- (1) Those uses listed for the C-O/R district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.

(c) *Height regulations:*

(1) *Maximum height:*

- a. Eight stories, and not to exceed 80 feet, for the main building(s).
- b. One story for accessory buildings.
- c. Other (section 28-106).

(d) *Area regulations:*

(1) *Size of lot:*

- a. *Minimum lot area:* 10,000 square feet.
- b. *Minimum lot width:* 75 feet.
- c. *Minimum lot depth:* 100 feet.

(2) *Size of yards:*

- a. *Minimum front yard:* 35 feet. All yards adjacent to a street shall be considered a front yard (see section 28-106 for additional setback requirements).
- b. *Minimum side and rear yard:* 15 feet unless adjacent to a residentially zoned property (see below).
- c. *Interior side yards:* When retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site (i.e., lots/lease spaces abutting one another), no side yard is required provided it complies with the city's building code.
- d. *Minimum side or rear yard adjacent to a residential district:* 20 feet for one-story building, and an additional ten feet for every story (or fraction thereof) above one-story in height.

- (3) *Parking requirements:* As established by section 28-101, off-street parking and loading requirements.

- (4) *Minimum exterior construction standards:* See section 28-105.

(e) *Special requirements:*

- (1) *Driveway spacing* (i.e., distance between driveways, measured edge-to-edge):
- a. *Arterial street:* One driveway per 200 linear feet of frontage.

- b. *Collector street*: One driveway per 100 linear feet of frontage.
- c. *Local street*: One driveway per 50 linear feet of frontage.
- (2) *Landscaping requirements*: See section 28-102.
- (3) *Screening requirements*: See section 28-104.
- (4) Outdoor retail sales which involve the outside display of merchandise and seasonal items, shall be limited to the following if not otherwise allowed by a specific use permit:
 - a. Shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property.
 - b. Shall not pose a safety or visibility hazard, impede public vehicular circulation, nor reduce pedestrian walkways below that required by applicable ADA accessibility standards, either on-site or off-site.
 - c. Shall not extend into public right-of-way or onto adjacent property without property owner permission.
 - d. All outside display items that are used or second hand goods shall be moved indoors or stored in accordance with open/outside storage regulations at the end of business each day (outside display of used autos and decorative landscaping materials, after the end of the business day, shall be allowed in those districts where such land uses are permitted).
 - e. All merchandise shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
 - f. Outside retail sales and storage of compressed industrial gases (including propane) and associated containers used in the operation of a business or for general retail sales is permitted provided they are maintained in a secure area not larger than 100 square feet and do not violate fire or safety regulations.
- (5) Open/outside storage, without a specific use permit, is limited to a maximum of five percent of the total lot area, shall not be located in front of (i.e., on the street side of) or on top of the building.
- (6) Recreational vehicles, travel trailers, motor homes or temporary buildings may not be used for on-site dwelling or permanent nonresidential purposes.
- (7) *Other regulations*: See sections 28-101 through 28-112 regarding development standards for:
 - Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).

- Fencing, walls and screening requirements (section 28-104).
- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).
- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(30)(30.1–30.5), 4-14-09; Ord. No. 2013-O-7C, § 4, 7-9-13)

Sec. 28-59. - CBD—Central business district.

- (a) *General purpose and description:* The development standards in the CBD—Central Business district, are designed to maintain and encourage development and redevelopment within the central business section (old downtown) of the city in a "pedestrian friendly" environment that is conducive to special events such as sidewalk sales, street dances, festivals, and other similar events. Standards for the district are generally intended to regulate development such that new structures look similar to existing ones within this section of the city. They are also intended to preserve and enhance the community's "small town" heritage and the unique character of the city's original business district.
- (b) *Permitted uses:*
- (1) Those uses listed for the CBD district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use permit which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. Four stories for the main building(s).
 - b. One story for accessory buildings.
 - c. Other (section 28-106).
- (d) *Area regulations:*

- (1) *Size of lot:*
 - a. *Minimum lot area:* None specified.
 - b. *Minimum lot width:* None specified.
 - c. *Minimum lot depth:* None specified.
 - (2) *Size of yards:*
 - a. *Minimum front yard:* None specified.
 - b. *Minimum side yard:* None specified.
 - c. *Minimum rear yard:* None specified.
 - (3) *Maximum lot coverage:* 100 percent including main and accessory buildings.
 - (4) *Maximum floor-area-ratio (FAR):* four to one.
 - (5) *Parking requirements:* No on-site parking shall be required within this district. However, if on-site parking is provided, all parking areas shall conform to the requirements of subsection 28-101(c).
- (e) *Special requirements:*
- (1) Design standards for the CBD district.
 - a. *False fronts or parapets:* False fronts or parapets may be added to existing buildings in order to add character and detail to simple facades.
 - b. *Coloring:* Predominant exterior finish colors shall be of fired brick, similar to that which is present on adjacent existing buildings (other masonry materials may also be considered during site plan review). Trim (i.e., lintels, sills, door jambs, cornices and other similar items) shall be brick, cast stone, stone, cast or wrought iron, or concrete, and colors shall be complementary to the predominant facade colors. Accent colors for friezes, doors and door frames, window frames and mullions, signage, awnings, moldings and other similar features shall be colors that are complementary to, and compatible with, the spirit and intent of the downtown streetscape.
 - c. *Facade openings:* Facade openings shall comprise at least 40 percent of the building's facade area.
 - d. *Awnings/canopies:*
 - 1. *Ratios:* Awnings shall be at an appropriate scale to the building size and configuration. They shall not extend above the roofline of any single-story structure, or above the top of the second floor of any multi-story structure at the awnings' highest points. Awnings shall not completely obstruct any windows on the building.
 - 2. *Projection:* Since awnings must extend beyond the building face, a reasonable amount of projection shall be allowed. No awning shall extend more than five feet outward from the building face/surface.

3. *Colors and materials:* A mixture of colors is recommended, but no more than three different colors shall be used for awnings on a single building facade (excluding business logo, which may have more colors). Materials shall be of cloth or canvas, or another material which is complementary to the period or building style (metal or plastic shall be prohibited).
 4. *Movement:* Except for slight movements that are normal for fabric canopies (i.e., along fringe, etc.), no movement shall be allowed for awnings and canopy structures.
 - e. *Overhead power lines:* New utility lines to business establishments shall be placed underground or toward the rear of existing buildings.
 - f. *Pedestrian streetscape:* Pedestrian spaces shall be treated with amenities that are selected based upon their ability to unify the streetscape with the area's historic past. It is important that elements such as construction materials, colors, textures and fixture design complement the area's historic qualities. These features shall be repeated throughout the streetscape so as to unify the district as a whole.
 - g. *Furnishings:* Planters, window boxes, street furniture and other streetscape furnishings shall be complementary to the historical time frame of the CBD area, and shall be located not more than five feet from the building front/facade.
- (2) *Open storage:* Open storage is prohibited in the CBD district without a specific use permit.
- (3) Outdoor retail sales which involve the outside display of merchandise and/or seasonal items, shall be limited to the following if not otherwise allowed by a specific use permit:
- a. Shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property.
 - b. Shall not pose a safety or visibility hazard, impede public vehicular circulation, nor reduce pedestrian walkways below that required by applicable ADA accessibility standards, either on-site or off-site.
 - c. Shall only be located in front of the property/business which is selling the items and shall not extend into public right-of-way or onto adjacent property (without property owner permission).
 - d. All outside display items that are used or second hand goods shall be moved indoors or stored in accordance with open/outside storage regulations at the end of business each day (outside display of used autos and decorative landscaping materials, after the end of the business day, shall be allowed in those districts where such land uses are permitted).
 - e. All merchandise shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.

- f. Outside retail sales and storage of compressed industrial gases (including propane) and associated containers used in the operation of a business or for general retail sales is permitted provided they are maintained in a secure area not larger than 100 square feet and do not violate fire or safety regulations.
- (4) *Architectural design:* The architectural design of buildings and sites shall strive to achieve the following objectives:
- a. Architectural compatibility;
 - b. Human scale design;
 - c. Integration of uses;
 - d. Encouragement of pedestrian activity;
 - e. Buildings that relate to, and are oriented toward, the pedestrian areas and surrounding buildings; and
 - f. Buildings that contain special architectural features to signify entrances.
- All building materials shall be established on architectural elevations and supporting information.
- (5) *Building facade plan:* The architectural style and scale of new/renovated buildings within the CBD district shall be compatible with the styles and scale of other adjacent buildings. Therefore:
- a. In addition to the site plan which is required by section 28-26, a building facade plan shall also be required. The building facade plan shall be submitted in conjunction with the site plan application.
 - b. The building facade plan shall clearly show how any new structure and/or any structure that is undergoing exterior renovations will look, and shall portray a reasonably accurate depiction of the materials to be used. Especially significant is the way in which such structure(s) will be viewed from the thoroughfare upon which the property faces and/or sides.
 - c. Review, approval and appeal procedures shall be the same as the procedures for a site plan, as outlined in section 28-26.
 - d. The city manager (or his/her designee) may, as he/she deems appropriate, require submission of information and materials (possibly actual samples of materials to be used) additional to those initially submitted by the applicant during the building facade plan review process.
- (6) *Other regulations:* See sections 28-101 through 28-112 regarding development standards for:
- Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).

- Accessory structure and use regulations (section 28-103).
- Fencing, walls and screening requirements (section 28-104).
- Exterior construction and design requirements (section 28-105).
- Supplemental regulations (section 28-106).
- Performance standards (section 28-107).
- Lighting and glare standards (section 28-108).
- Home occupation regulations (section 28-109).
- Special regulations for certain types of uses (section 28-110).
- Reserved for future use (section 28-111).
- Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(31)(31.1–31.5), 4-14-09; Ord. No. 2013-O-7C, § 4, 7-9-13)

Sec. 28-60. - LI—Light industrial district.

- (a) *General purpose and description:* The LI—Light Industrial, district is intended primarily for the conduct of light manufacturing, assembling and fabrication activities, and for warehousing, research and development, wholesaling and service operations that do not typically depend upon frequent customer or client visits.
- (b) *Permitted uses:*
- (1) Those uses listed for the LI district in section 28-81 as "P" or "S" are authorized uses permitted by right, or by specific use which must be approved utilizing procedures set forth in section 28-63.
- (c) *Height regulations:*
- (1) *Maximum height:*
- a. One hundred and twenty feet for the main building(s).
 - b. Other (section 28-106).
- (d) *Area regulations:*
- (1) *Size of lot:*
- a. *Minimum lot area:* 10,000 square feet.
 - b. *Minimum lot width:* 100 feet.

- c. *Minimum lot depth:* 100 feet.
- (2) *Size of yards:*
 - a. *Minimum front yard:* 35 feet. All yards adjacent to a street shall be considered a front yard (see section 28-106 for additional setback requirements).
 - b. *Minimum side and rear yard:* Ten feet unless adjacent to a residentially zoned property (see below).
 - c. *Minimum side or rear yard adjacent to a residential district:* 30 feet for one-story building, and an additional 15 feet for every story (or fraction thereof) above one-story in height.
- (3) *Maximum lot coverage:* Maximum 90 percent impervious coverage (including all buildings, parking areas, sidewalks, etc.).
- (4) *Parking requirements:* As established by section 28-101, off-street parking and loading requirements.
- (5) *Minimum exterior construction standards:* See section 28-105.
- (e) *Special requirements:*
 - (1) *Driveway spacing* (i.e., distance between driveways, measured edge-to-edge):
Shall conform to the latest TXDOT spacing standards.
 - (2) *Landscaping requirements:* See section 28-102.
 - (3) *Screening requirements:* See section 28-104.
 - (4) Outdoor retail sales which involve the outside display of merchandise and/or seasonal items, shall be limited to the following if not otherwise allowed by a specific use permit:
 - a. Shall not occupy any of the parking spaces that are required by this chapter for the primary use(s) of the property.
 - b. Shall not pose a safety or visibility hazard, impede public vehicular circulation, nor reduce pedestrian walkways below that required by applicable ADA accessibility standards, either on-site or off-site.
 - c. Shall not extend into public right-of-way or onto adjacent property (without property owner permission).
 - d. All outside display items that are used or second hand goods shall be moved indoors or stored in accordance with open/outside storage regulations at the end of business each day (outside display of used autos and decorative landscaping materials, after the end of the business day, shall be allowed in those districts where such land uses are permitted).
 - e. All merchandise shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.

- f. Outside retail sales and storage of compressed industrial gases (including propane) and associated containers used in the operation of a business or for general retail sales is permitted provided they are maintained in a secure area not larger than 100 square feet and do not violate fire or safety regulations.
- (5) Open storage, without a specific use permit, is limited to a maximum of 20 percent of the total lot area, shall not be located in front of (i.e., on the street side of) or on top of the building.
- (6) Recreational vehicles, travel trailers, motor homes or temporary buildings may not be used for on-site dwelling or permanent nonresidential purposes.
- (7) Other regulations: See sections 28-101 through 28-112 regarding development standards for:
- Off-street parking and loading requirements (section 28-101).
 - Landscape requirements (section 28-102).
 - Accessory structure and use regulations (section 28-103).
 - Fencing, walls, and screening requirements (28-104).
 - Exterior construction and design requirements (28-105).
 - Supplemental regulations (28-106).
 - Performance standards (section 28-107).
 - Lighting and glare standards (section 28-108).
 - Home occupation regulations (section 28-109).
 - Special regulations for certain types of uses (section 28-110).
 - Reserved for future use (section 28-111).
 - Definitions (section 28-112).

(Ord. No. 2009-O-4A, §§ (III)(32)(32.1–32.5), 4-14-09; Ord. No. 2013-O-7C, § 5, 7-9-13)

Sec. 28-61. - Overlay and special districts.

Overlay districts shall be used in conjunction with base zoning districts where it is appropriate to do so. In the use of the following overlay zoning classifications, the base district shall remain in effect as it is already in existence unless changed by zoning amendment and in accordance with the provisions of section 28-24. New base districts or

changes in existing base districts may be requested at the same time overlay or special prefix districts are requested.

(Ord. No. 2009-O-4A, §§ (III)(33)(33.1), 4-14-09)

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

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

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

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

PASSED AND APPROVED THIS THE 12TH DAY OF DECEMBER, 2023.

CITY OF ANGLETON, TEXAS

John Wright Mayor

ATTEST:

Michelle Perez, TRMC City Secretary

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, SECTION 23-115–STANDARD LANGUAGE FOR SPECIAL PLAT ELEMENTS, SUBSECTION C. FIRE LANES AND FIRE EASEMENTS, STREET PAVEMENT WIDTH REQUIREMENT MODIFICATIONS. ARTICLE II. – SUBDIVISION AND DEVELOPMENT DESIGN, SECTION 23-12, TABLE 23-12.1, STREET DIMENSION STANDARDS, AND STREETS AND DRIVEWAYS, SECTION 129; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Angleton (“City Council”) is authorized by Chapter 54 of the Texas Local Government Code to enforce rules, ordinances and police regulation of the municipality by fine or penalty; and,

WHEREAS, as authorized under law and in the best interest of the residents, citizens and inhabitants of the City of Angleton, the City Council deems it expedient and necessary to amend and modify various subsections of the City of Angleton Code of Ordinances, Chapter 23, Land Development Code. In addition to other minor changes to the chapter pertaining to cross references, duplications, clarifications, terminologies, reorganizations, and similar, the following sections are proposed to be amended: Section 23-115–Standard language for special plat elements, Subsection C. Fire lanes and fire easements, Street pavement width requirement modifications. ARTICLE II. – Subdivision and Development Design, Section 23-12, Table 23-12.1, Street Dimension Standards, and

WHEREAS, the City of Angleton is a home rule city acting pursuant to its charter and City Council now finds the need to amend and revise Chapter 23 to promote the public health, safety and welfare of its citizens; and

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

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

verbatim.

SECTION 2. The City of Angleton, Code of Ordinances, Chapter 23, Land Development Code; in addition to other minor changes to the chapter pertaining to cross references, duplications, clarifications, terminologies, reorganizations, providing for the following:

(Add)

Sec. 23-115. – Standard language for special plat elements:

C. Fire lanes and fire easements.

That the undersigned does hereby covenant and agree that they shall construct upon the fire lane easements, as dedicated and shown hereon, a hard, all-weather surface and that they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating: "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

(Add):

I. Adequate and safe access.

7. All Cul-De-Sacs that are considered Fire Lane shall have a 47.5-foot minimum radius/ 95- foot diameter. Corner radius shall be per the fire lane width required.

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

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

ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

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

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

PASSED AND APPROVED THIS THE 12TH DAY OF DECEMBER, 2023.

CITY OF ANGLETON, TEXAS

John Wright Mayor

ATTEST:

Michelle Perez, TRMC City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/14/2023

PREPARED BY: Scott Myers

AGENDA CONTENT: Discussion and possible action to award Bid #2023-08 Addition to Fire Station No. 3 to Matula & Matula.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$550,000

FUNDS REQUESTED: \$991,577.30

FUND: 122-530-420

EXECUTIVE SUMMARY:

Review & Possible Action on Bid No. 2023-08 Addition to Fire Station #3, awarding the contract to build the addition to Angleton Fire Station #3

RECOMMENDATION:

Staff recommends approval and awarding of the contract to Matula & Matula based on committee recommendations and scoring. Committee members consisted of Assistant Chief John Obrein, Captain Anthony Norris, Firefighter Josh Wilde, Emergency Management Jamie Praslicka, City Code Enforcement Kyle Reynolds.



BID OPENING

DATE: 10/16/2023

TIME: 10:00 A.M.

BID TITLE: BID NO. 2023-08 ADDITION TO FIRE STATION 3

	<u>COMPANY/ADDRESS</u>	<u>BID RECEIVED</u>	<u>BID BOND</u>	<u>BID AMOUNT</u>	<u>WORKING DAYS</u>
1.	Warwick Construction 365 Fm 1959 Rd Houston, TX 77034	10/16/2023 9:30 AM	Y	\$1,070,064.00	180
2.	Matula & Matula Construction 122 West Way, Suite 325 Lake Jackson, TX 77566	10/16/2023 9:33 AM	Y	\$991,577.30	300
3.	Crain Group 3801 Knapp Road Pearland, TX 77581	10/16/2023 9:52 AM	Y	\$980,000.00	120
4.	Noble Building & Development 7 Ketchum Ct Angleton, TX 77515	10/16/2023 9:52 AM	Y	\$961,735.00	160

CSO & Departmental Representatives:
Michelle Perez, City Secretary's Office

THIS BID TABULATION RECEIVED BY THE CITY OF ANGLETON IS FOR INFORMATIONAL PURPOSES ONLY. STAFF WILL REVIEW AND ANALYZE THE BIDS FOR ACCURACY, CHECK REFERENCES AS APPROPRIATE, AND MAKE A RECOMMENDATION FOR COUNCIL DECISION.

BID NO. 2023-08 ADDITION TO FIRE STATION 3				
	Crain Group	Matula & Matula	Noble Building & Development	Warwick Construction
Evaluator 1	50	65	30	30
Evaluator 2	13	13	13	3
Evaluator 3				
Evaluator 4	60	57	56	45
Evaluator 5	96	98	96	85
Evaluator 6				
Average	54.75	58.25	48.75	40.75
Rank	2	1	3	4

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Noble Building & Development

Date: 10/16/2023

Name of Respondent:

Evaluator's Name: Evaluator 1

	<u>Max Points</u>	<u>Score</u>	<u>Comments</u>
Overall Cost			
Does cost meet COA cost expectations	30	15	
Professional liability insurance is in force	5	5	
	<hr/> <hr/> 35	20	
Guarantee Workmanship & Product			
Past projects completed on schedule	5	-	
Manages projects within budgetary constraints	5	-	
Work product is of high quality	10	-	
Adequacy of Resources	5	-	
	<hr/> <hr/> 25	0	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10	-	
Staff Level/Experience of Staff	10	10	
	<hr/> <hr/> 20	10	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	-	
	<hr/> <hr/> 10	-	
HUB Status (Historically Underutilized Business)			
Does the bidder qualify as a HUB	10	-	
	<hr/> <hr/> 10	-	
Total Score		30	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Noble Building & Development

Date: 10/16/2023

Name of Respondent:

Evaluator's Name: Evaluator 2

	Max Points	Score	Comments
Overall Cost			
Does cost meet COA cost expectations	30	0	
Professional liability insurance is in force	5	3	
	35	3	
Guarantee Workmanship & Product			
Past projects completed on schedule	5	0	
Manages projects within budgetary constraints	5	0	
Work product is of high quality	10	0	
Adequacy of Resources	5	0	
	25	0	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10	0	
Staff Level/Experience of Staff	10	0	
	20	0	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	10	
	10	10	
HUB Status (Historically Underutilized Business)			
Does the bidder qualify as a HUB	10	0	
	10	0	
Total Score		13	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Noble Building & Development

Date: 10/16/2023

Name of Respondent:

Evaluator's Name: Evaluator 4

	<u>Max Points</u>	<u>Score</u>	<u>Comments</u>
Overall Cost			
Does cost meet COA cost expectations	30	<u>1</u>	
Professional liability insurance is in force	5	<u>5</u>	
	<hr/> <hr/> 35	6	
Guarantee Workmanship & Product			
Past projects completed on schedule	5	<u>5</u>	
Manages projects within budgetary constraints	5	<u>5</u>	
Work product is of high quality	10	<u>8</u>	
Adequacy of Resources	5	<u>5</u>	
	<hr/> <hr/> 25	22	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10	<u>9</u>	
Staff Level/Experience of Staff	10	<u>9</u>	
	<hr/> <hr/> 20	18	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	<u>10</u>	
	<hr/> <hr/> 10	10	
HUB Status (Historicaly Underutilized Business)			
Does the bidder qualify as a HUB	10	<u>0</u>	
	<hr/> <hr/> 10	0	
Total Score		56	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Noble Building & Development
Name of Respondent: PP
Evaluator's Name: Evaluator 5

Date: 10/16/2023

	<u>Max Points</u>	<u>Score</u>	<u>Comments</u>
Overall Cost			
Does cost meet COA cost expectations	30	<u>30</u>	
Professional liability insurance is in force	5	<u>5</u>	
	<hr/> <hr/> 35	35	
Guarantee Workmanship & Product			
Past projects completed on schedule	5	<u>5</u>	
Manages projects within budgetary constraints	5	<u>5</u>	
Work product is of high quality	10	<u>10</u>	
Adequacy of Resources	5	<u>5</u>	
	<hr/> <hr/> 25	25	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10	<u>10</u>	
Staff Level/Experience of Staff	10	<u>10</u>	
	<hr/> <hr/> 20	20	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	<u>8</u>	
	<hr/> <hr/> 10	8	
HUB Status (Historically Underutilized Business)			
Does the bidder qualify as a HUB	10	<u> </u>	
	<hr/> <hr/> 10	8	
Total Score		96	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Warwick Construction

Date: 10/16/2023

Name of Respondent:

Evaluator's Name: Evaluator 1

	Max Points	Score	Comments
Overall Cost			
Does cost meet COA cost expectations	30	15	
Professional liability insurance is in force	5	5	
	<u>35</u>	20	
Guarantee Workmanship & Product			
Past projects completed on schedule	5	-	
Manages projects within budgetary constraints	5	-	
Work product is of high quality	10	-	
Adequacy of Resources	5	-	
	<u>25</u>	-	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10	-	
Staff Level/Experience of Staff	10	10	
	<u>20</u>	10	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	-	
	<u>10</u>	-	
HUB Status (Historically Underutilized Business)			
Does the bidder qualify as a HUB	10	-	
	<u>10</u>	-	
Total Score		30	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Warwick Construction

Date: 10/16/2023

Name of Respondent:

Evaluator's Name: Evaluator 2

	<u>Max Points</u>	<u>Score</u>	<u>Comments</u>
Overall Cost			
Does cost meet COA cost expectations	30	0	
Professional liability insurance is in force	5	3	
	<hr/> <hr/> 35	3	
Guarantee Workmanship & Product			
Past projects completed on schedule	5		
Manages projects within budgetary constraints	5		
Work product is of high quality	10		
Adequacy of Resources	5		
	<hr/> <hr/> 25	0	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10		
Staff Level/Experience of Staff	10		
	<hr/> <hr/> 20	0	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10		
	<hr/> <hr/> 10	0	
HUB Status (Historically Underutilized Business)			
Does the bidder qualify as a HUB	10		
	<hr/> <hr/> 10	0	
Total Score		3	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Warwick Construction

Date: 10/16/2023

Name of Respondent:

Evaluator's Name: Evaluator 4

	Max Points	Score	Comments
Overall Cost			
Does cost meet COA cost expectations	30	1	
Professional liability insurance is in force	5	5	
	35	6	
Guarantee Workmanship & Product			
Past projects completed on schedule	5	5	
Manages projects within budgetary constraints	5	5	
Work product is of high quality	10	8	
Adequacy of Resources	5	4	
	25	21	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10	9	
Staff Level/Experience of Staff	10	9	
	20	18	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	0	
	10	0	
HUB Status (Historically Underutilized Business)			
Does the bidder qualify as a HUB	10	0	
	10	0	
Total Score		45	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Warwick Construction
Name of Respondent: KR
Evaluator's Name: Evaluator 5

Date: 10/16/2023

	Max Points	Score	Comments
Overall Cost			
Does cost meet COA cost expectations	30	25	
Professional liability insurance is in force	5	5	
	35	30	
Guarantee Workmanship & Product			
Past projects completed on schedule	5	5	
Manages projects within budgetary constraints	5	5	
Work product is of high quality	10	8	
Adequacy of Resources	5	5	
	25	23	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10	8	
Staff Level/Experience of Staff	10	8	
	20	16	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	8	
	10	8	
HUB Status (Historicaly Underutilized Business)			
Does the bidder qualify as a HUB	10	8	
	10	8	
Total Score		85	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Crain Group
Name of Respondent:
Evaluator's Name: Evaluator 1

Date: 10/16/2023

	<u>Max Points</u>	<u>Score</u>	<u>Comments</u>
Overall Cost			
Does cost meet COA cost expectations	30	15	
Professional liability insurance is in force	5	5	
	<hr/> 35	20	
Guarantee Workmanship & Product			
Past projects completed on schedule	5	-	
Manages projects within budgetary constraints	5	-	
Work product is of high quality	10	-	
Adequacy of Resources	5	-	
	<hr/> 25	0	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10	10	
Staff Level/Experience of Staff	10	10	
	<hr/> 20	20	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	0	
	<hr/> 10	0	
HUB Status (Historically Underutilized Business)			
Does the bidder qualify as a HUB	10	10	
	<hr/> 10	10	
Total Score		50	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Crain Group
 Name of Respondent:
 Evaluator's Name: Evaluator 2

Date: 10/16/2023

	<u>Max Points</u>	<u>Score</u>	<u>Comments</u>
Overall Cost			
Does cost meet COA cost expectations	30	0	
Professional liability insurance is in force	5	3	
	<hr/> <hr/> 35	3	
Guarantee Workmanship & Product			
Past projects completed on schedule	5		
Manages projects within budgetary constraints	5		
Work product is of high quality	10		
Adequacy of Resources	5		
	<hr/> <hr/> 25	0	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10		
Staff Level/Experience of Staff	10		
	<hr/> <hr/> 20	0	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10		
	<hr/> <hr/> 10	0	
HUB Status (Historically Underutilized Business)			
Does the bidder qualify as a HUB	10	10	
	<hr/> <hr/> 10	0	
Total Score		13	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Crain Group
Name of Respondent:
Evaluator's Name: Evaluator 4

Date: 10/16/2023

	<u>Max Points</u>	<u>Score</u>	<u>Comments</u>
Overall Cost			
Does cost meet COA cost expectations	30	<u>1</u>	
Professional liability insurance is in force	5	<u>5</u>	
	<hr/> <hr/> 35	6	
Guarantee Workmanship & Product			
Past projects completed on schedule	5	<u>5</u>	
Manages projects within budgetary constraints	5	<u>5</u>	
Work product is of high quality	10	<u>9</u>	
Adequacy of Resources	5	<u>5</u>	
	<hr/> <hr/> 25	24	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10	<u>10</u>	
Staff Level/Experience of Staff	10	<u>10</u>	
	<hr/> <hr/> 20	20	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	<u>0</u>	
	<hr/> <hr/> 10	0	
HUB Status (Historicaly Underutilized Business)			
Does the bidder qualify as a HUB	10	<u>10</u>	
	<hr/> <hr/> 10	10	
Total Score		60	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Crain Group
Name of Respondent: *[Signature]*
Evaluator's Name: Evaluator 5

Date: 10/16/2023

	Max Points	Score	Comments
Overall Cost			
Does cost meet COA cost expectations	30	<u>30</u>	
Professional liability insurance is in force	5	<u>5</u>	
	<hr/> 35	35	
Guarantee Workmanship & Product			
Past projects completed on schedule	5	<u>5</u>	
Manages projects within budgetary constraints	5	<u>5</u>	
Work product is of high quality	10	<u>10</u>	
Adequacy of Resources	5	<u>5</u>	
	<hr/> 25	25	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10	<u>10</u>	
Staff Level/Experience of Staff	10	<u>10</u>	
	<hr/> 20	20	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	<u>8</u>	
	<hr/> 10	8	
HUB Status (Historically Underutilized Business)			
Does the bidder qualify as a HUB	10	<u>8</u>	
	<hr/> 10	8	
Total Score		96	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Matula & Matula
 Name of Respondent:
 Evaluator's Name: Evaluator 1

Date: 10/16/2023

	Max Points	Score	Comments
Overall Cost			
Does cost meet COA cost expectations	30	15	
Professional liability insurance is in force	5	5	
	<u>35</u>	20	
Guarantee Workmanship & Product			
Past projects completed on schedule	5	-	
Manages projects within budgetary constraints	5	-	
Work product is of high quality	10	10	
Adequacy of Resources	5	5	
	<u>25</u>	15	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10	10	
Staff Level/Experience of Staff	10	10	
	<u>20</u>	20	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	10	
	<u>10</u>	10	
HUB Status (Historically Underutilized Business)			
Does the bidder qualify as a HUB	10	-	
	<u>10</u>	-	
Total Score		65	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Matula & Matula

Date: 10/16/2023

Name of Respondent:

Evaluator's Name: Evaluator 2

	<u>Max Points</u>	<u>Score</u>	<u>Comments</u>
Overall Cost			
Does cost meet COA cost expectations	30	0	
Professional liability insurance is in force	5	3	
	<hr/> <hr/> 35	<input type="text"/>	
Guarantee Workmanship & Product			
Past projects completed on schedule	5		
Manages projects within budgetary constraints	5		
Work product is of high quality	10		
Adequacy of Resources	5		
	<hr/> <hr/> 25	<input type="text" value="0"/>	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10		
Staff Level/Experience of Staff	10		
	<hr/> <hr/> 20	<input type="text" value="0"/>	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	10	
	<hr/> <hr/> 10	<input type="text" value="10"/>	
HUB Status (Historically Underutilized Business)			
Does the bidder qualify as a HUB	10		
	<hr/> <hr/> 10	<input type="text" value="0"/>	
	Total Score	<input type="text" value="13"/>	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Matula & Matula

Date: 10/16/2023

Name of Respondent:

Evaluator's Name: Evaluator 4

	<u>Max Points</u>	<u>Score</u>	<u>Comments</u>
Overall Cost			
Does cost meet COA cost expectations	30	<u>1</u>	
Professional liability insurance is in force	5	<u>5</u>	
	<hr/> <hr/> 35	6	
Guarantee Workmanship & Product			
Past projects completed on schedule	5	<u>5</u>	
Manages projects within budgetary constraints	5	<u>5</u>	
Work product is of high quality	10	<u>8</u>	
Adequacy of Resources	5	<u>5</u>	
	<hr/> <hr/> 25	22	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10	<u>10</u>	
Staff Level/Experience of Staff	10	<u>9</u>	
	<hr/> <hr/> 20	19	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	<u>10</u>	
	<hr/> <hr/> 10	10	
HUB Status (Historically Underutilized Business)			
Does the bidder qualify as a HUB	10	<u>0</u>	
	<hr/> <hr/> 10	0	
Total Score		57	

BID NO. 2023-08 ADDITION TO ANGLETON FIRE STATION #3 RATING SHEET

Entity: Matula & Matula
Name of Respondent: MM
Evaluator's Name: Evaluator 5

Date: 10/16/2023

	<u>Max Points</u>	<u>Score</u>	<u>Comments</u>
Overall Cost			
Does cost meet COA cost expectations	30	<u>30</u>	
Professional liability insurance is in force	5	<u>5</u>	
	<hr/> 35	35	
Guarantee Workmanship & Product			
Past projects completed on schedule	5	<u>5</u>	
Manages projects within budgetary constraints	5	<u>5</u>	
Work product is of high quality	10	<u>10</u>	
Adequacy of Resources	5	<u>5</u>	
	<hr/> 25	25	
Bidder Qualifications, Reputation & Similar Work History			
Extent of experience in pre-fab construction building management	10	<u>10</u>	
Staff Level/Experience of Staff	10	<u>10</u>	
	<hr/> 20	20	
Bidders Past Relationship with City			
Has previously worked on projects for the City of Angleton	10	<u>10</u>	
	<hr/> 10	10	
HUB Status (Historically Underutilized Business)			
Does the bidder qualify as a HUB	10	<u>8</u>	
	<hr/> 10	8	DH
Total Score		98	



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/14/23

PREPARED BY: Phill Conner, Finance Director

AGENDA CONTENT: Presentation by representative Perdue Brandon Fielder Collins & Mott LLP on their collection of delinquent taxes and utility bills for the City.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Mike Darlow with the law firm Perdue, Brandon, Fielder Collins & Mott will make a presentation discussing his firm's collection efforts on behalf of the City of Angleton.

RECOMMENDATION:

N/A

WHEN EXPERIENCE, REPUTATION AND PERFORMANCE MATTER



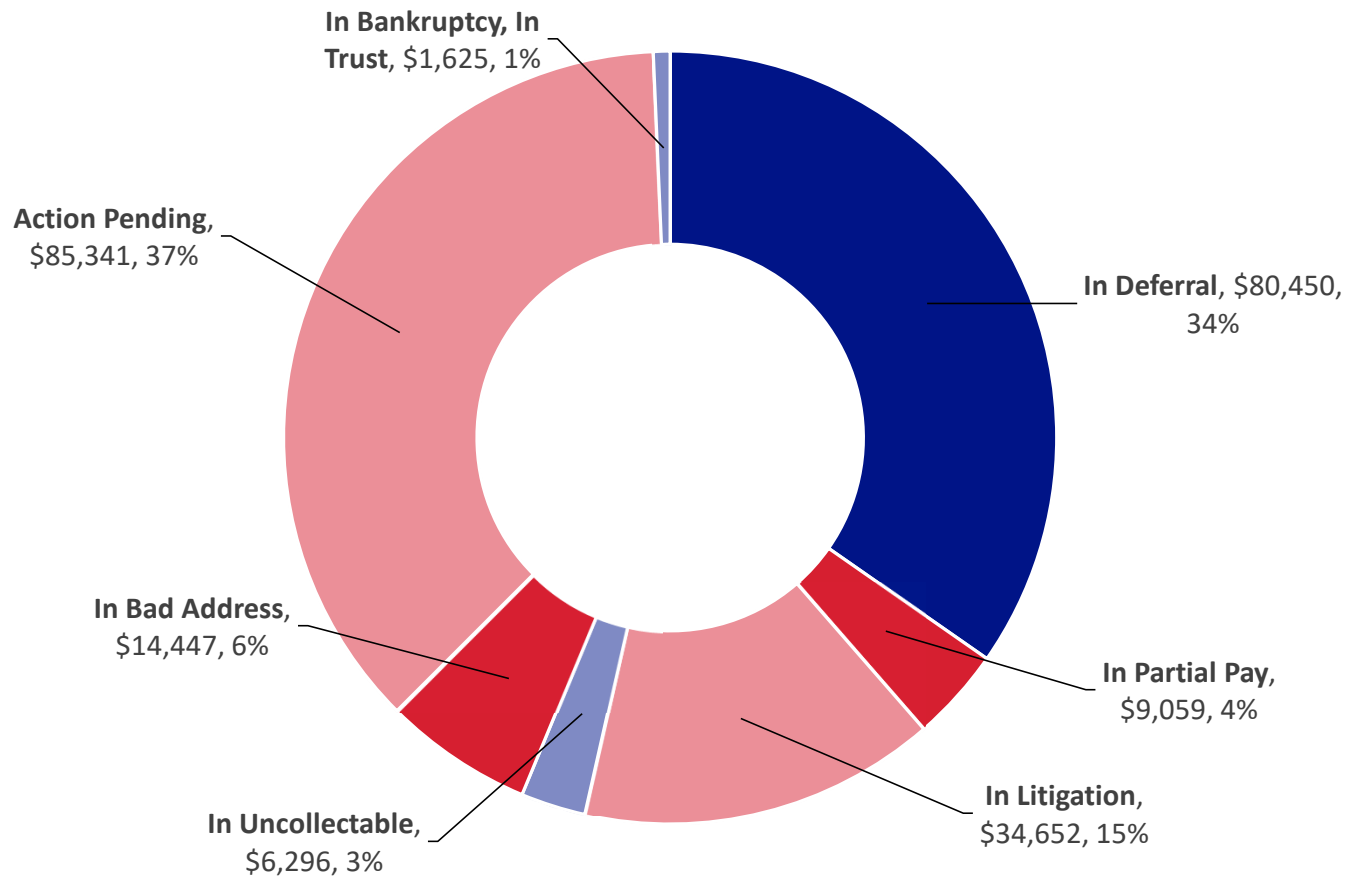
COLLECTION REPORT TO THE CITY OF ANGLETON

Submitted by: *Michael J. Darlow*
November 2023
www.pbfc.com



ACCOUNT BREAKDOWN CHART FOR CITY OF ANGLETON

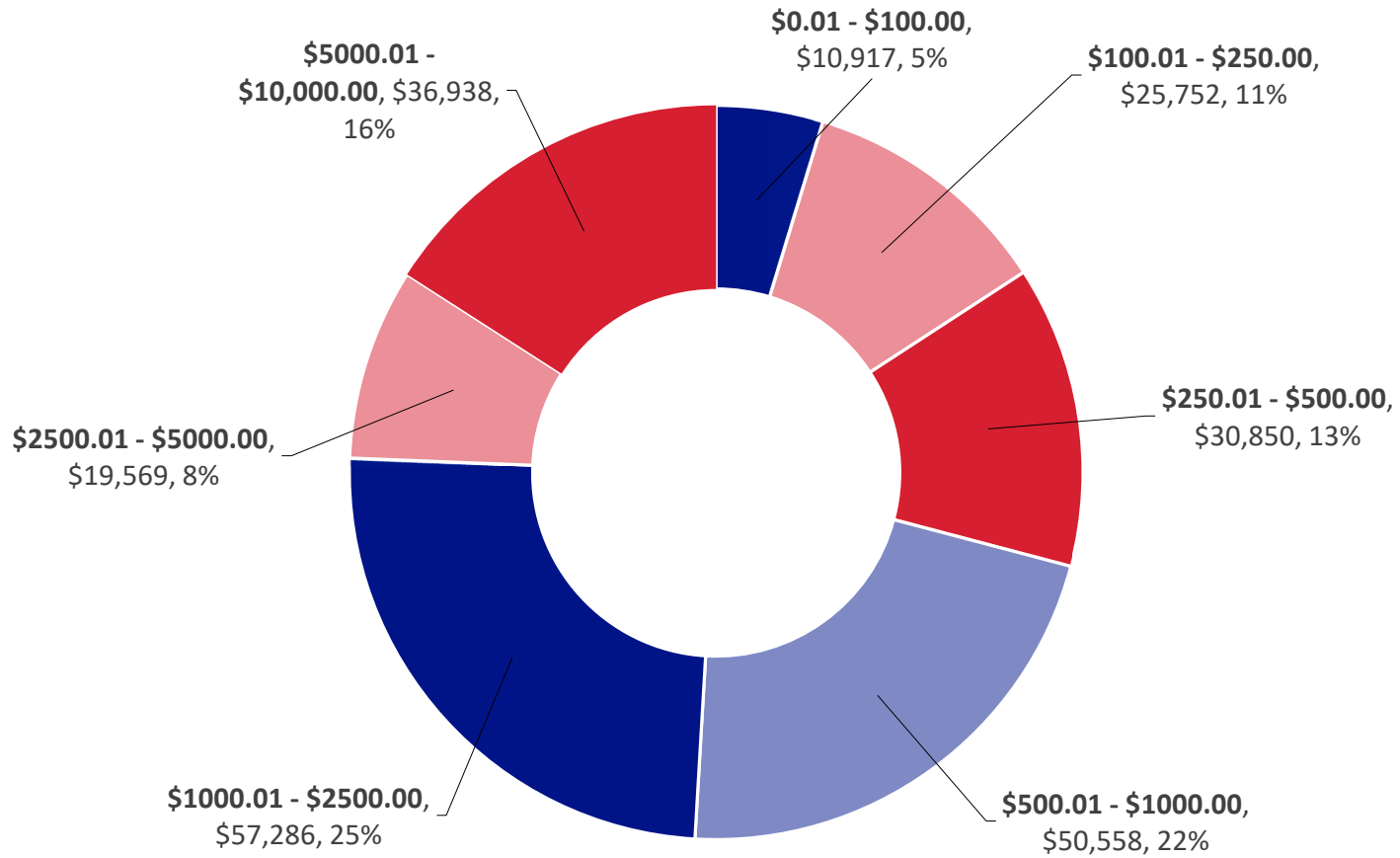
As of 10/17/2023 - Total Base Tax: \$231,870





DOLLAR RANGE CHART FOR CITY OF ANGLETON

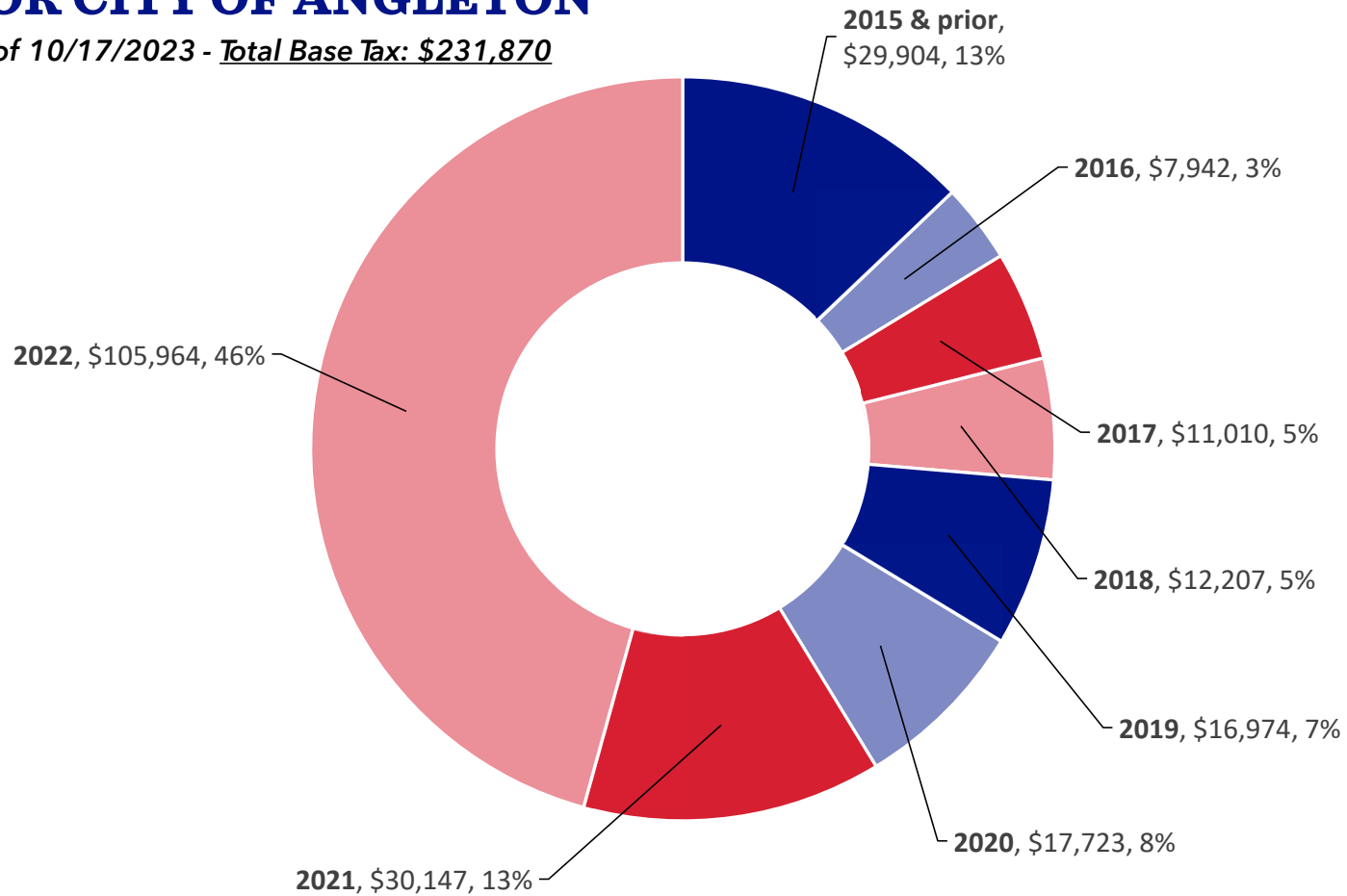
As of 10/17/2023 - Total Base Tax: \$231,870





TAX YEAR CHART FOR CITY OF ANGLETON

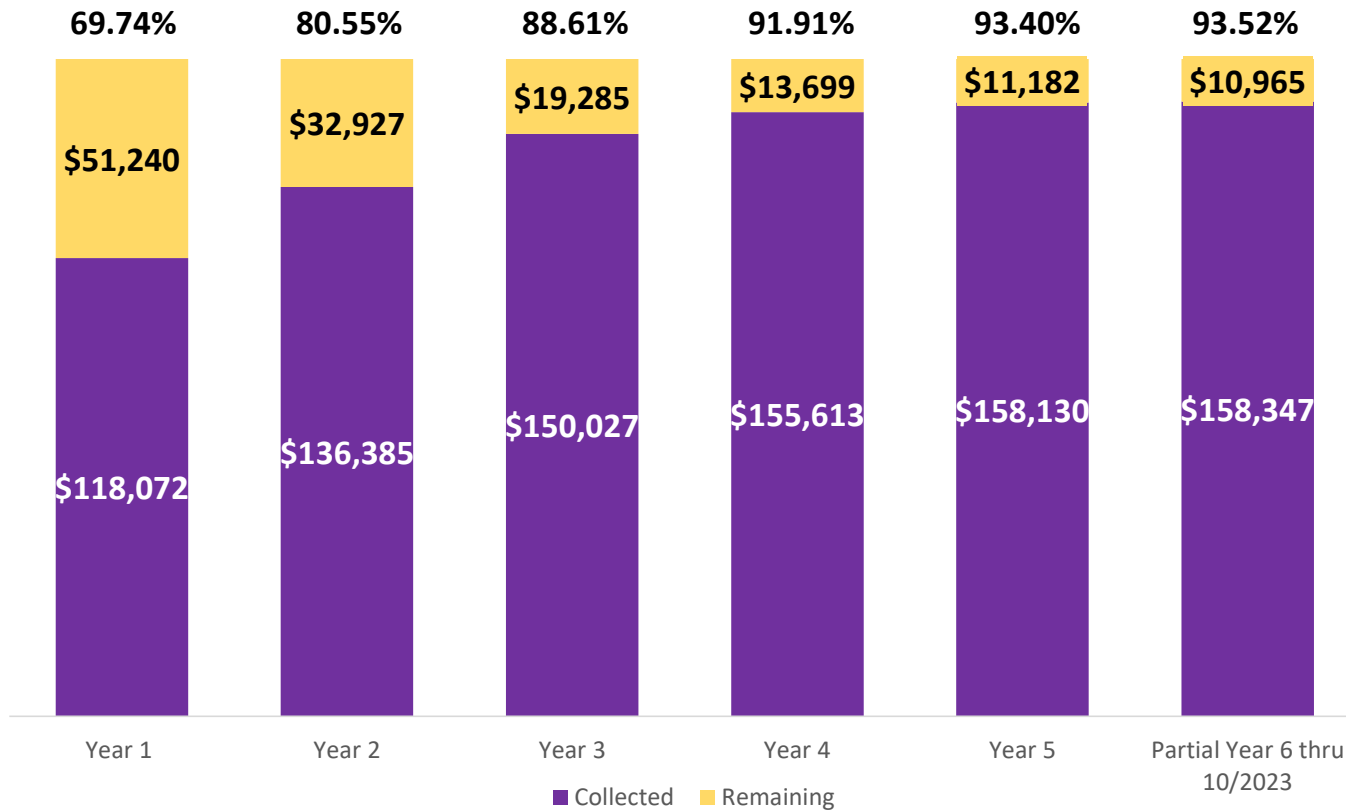
As of 10/17/2023 - Total Base Tax: \$231,870





2017 PERCENTAGE OF COLLECTION FOR CITY OF ANGLETON

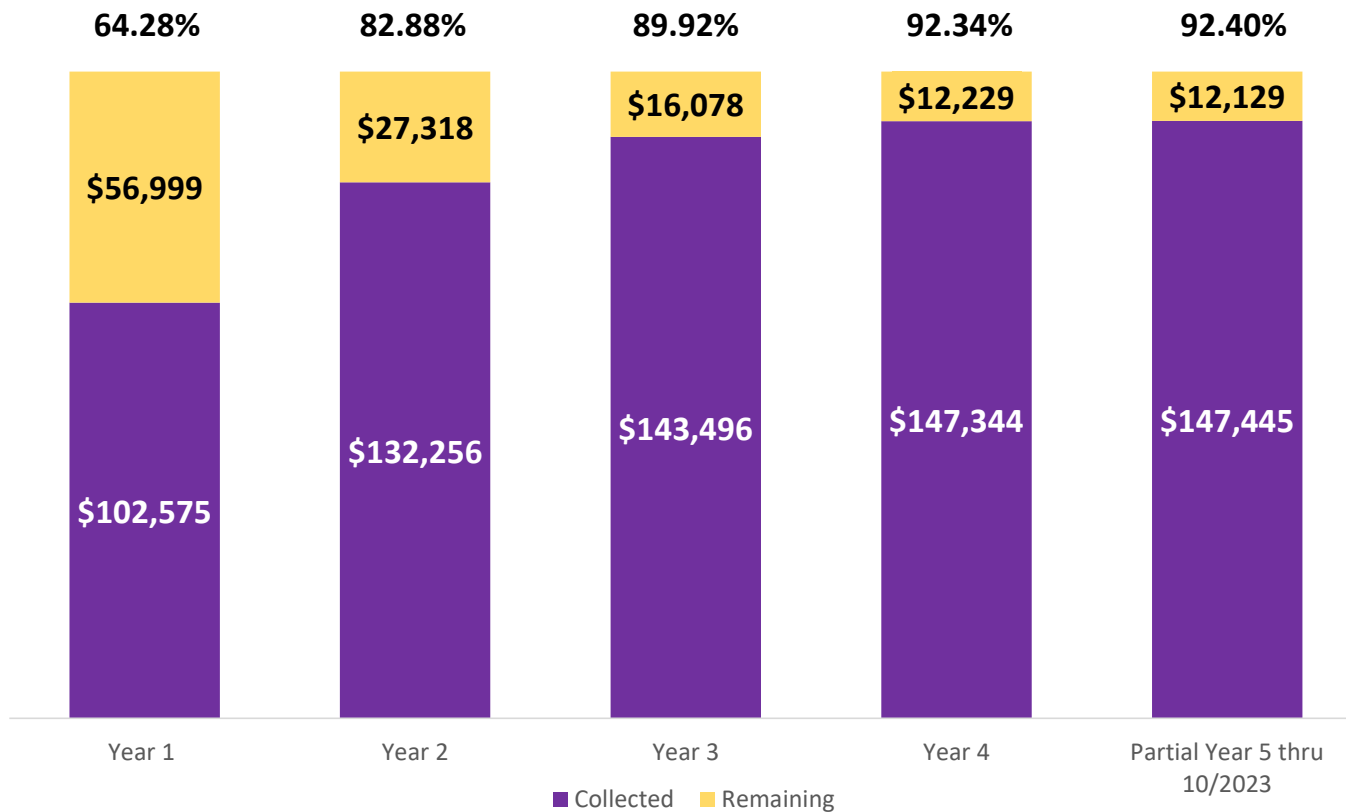
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$169,312





2018 PERCENTAGE OF COLLECTION FOR CITY OF ANGLETON

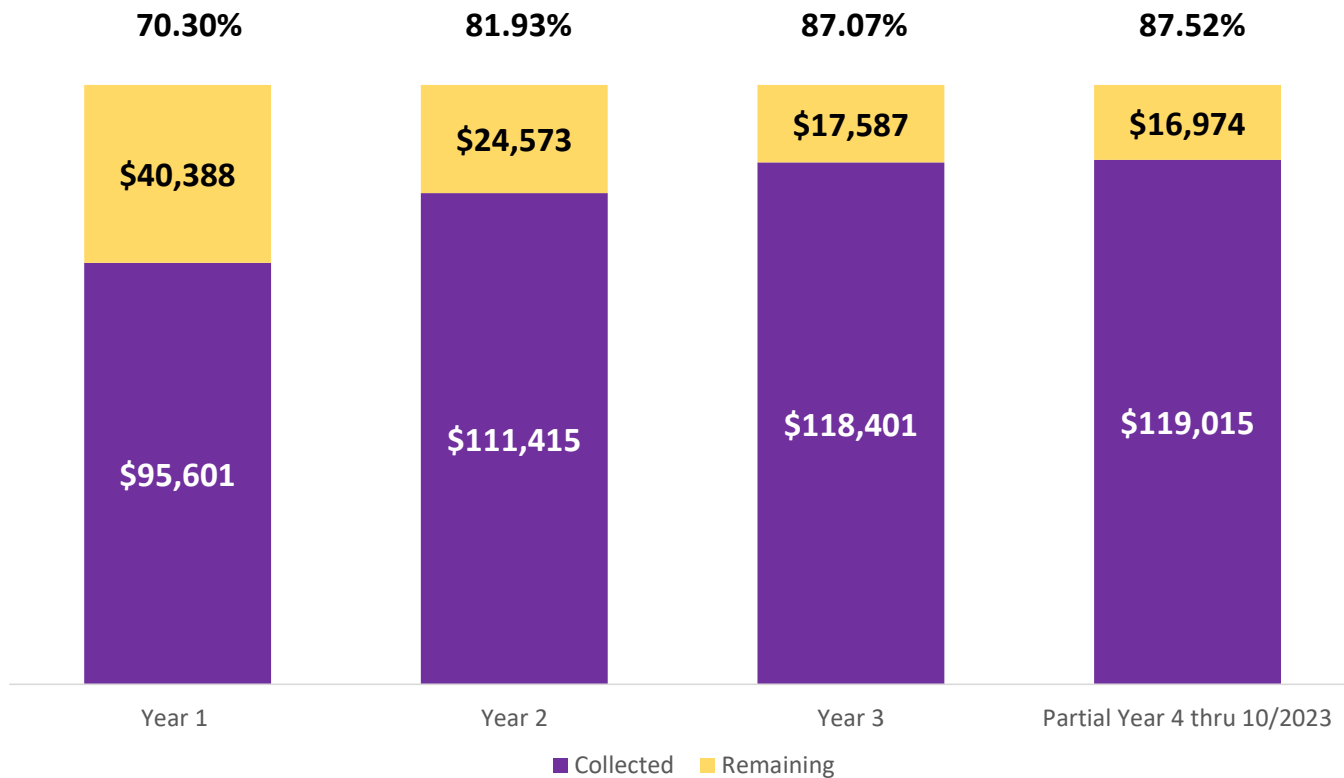
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$159,574





2019 PERCENTAGE OF COLLECTION FOR CITY OF ANGLETON

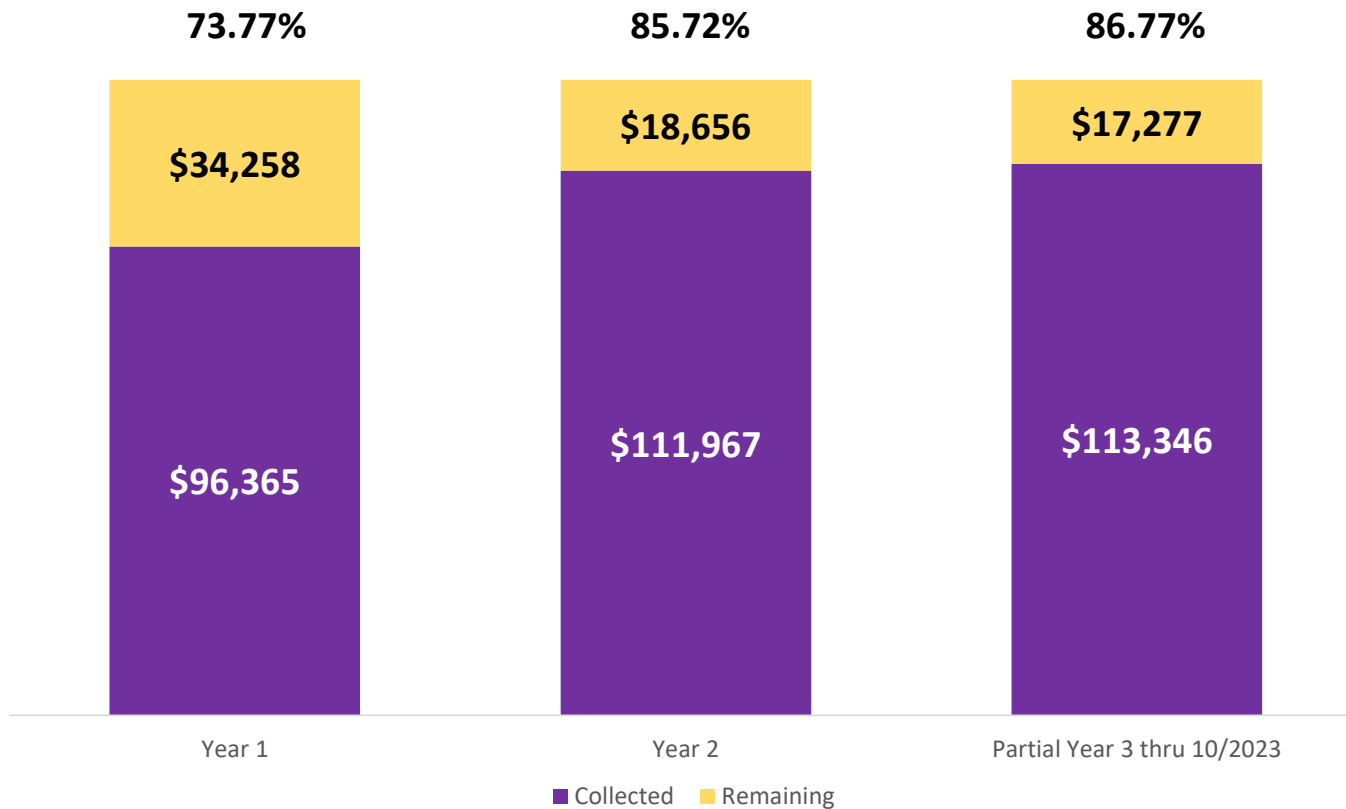
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$135,988





2020 PERCENTAGE OF COLLECTION FOR CITY OF ANGLETON

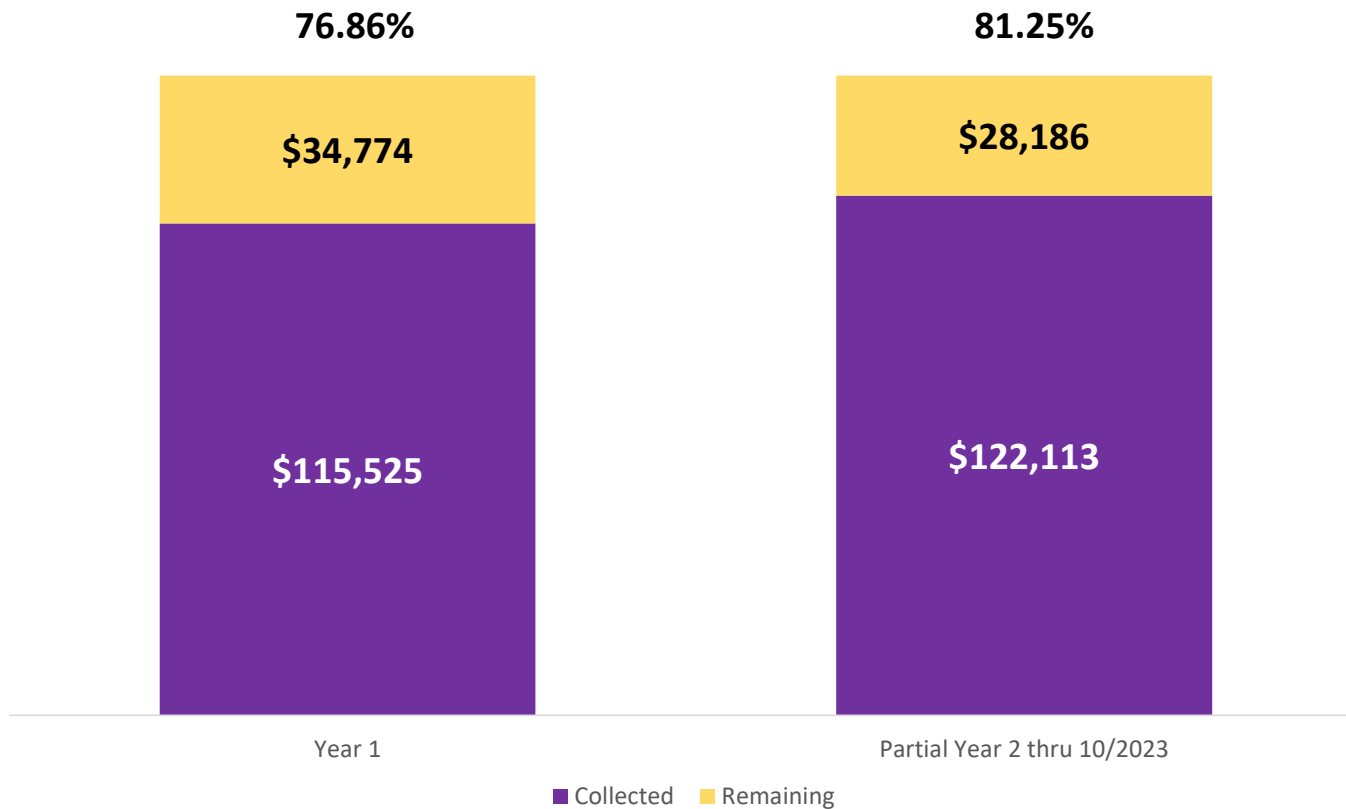
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$130,623





2021 PERCENTAGE OF COLLECTION FOR CITY OF ANGLETON

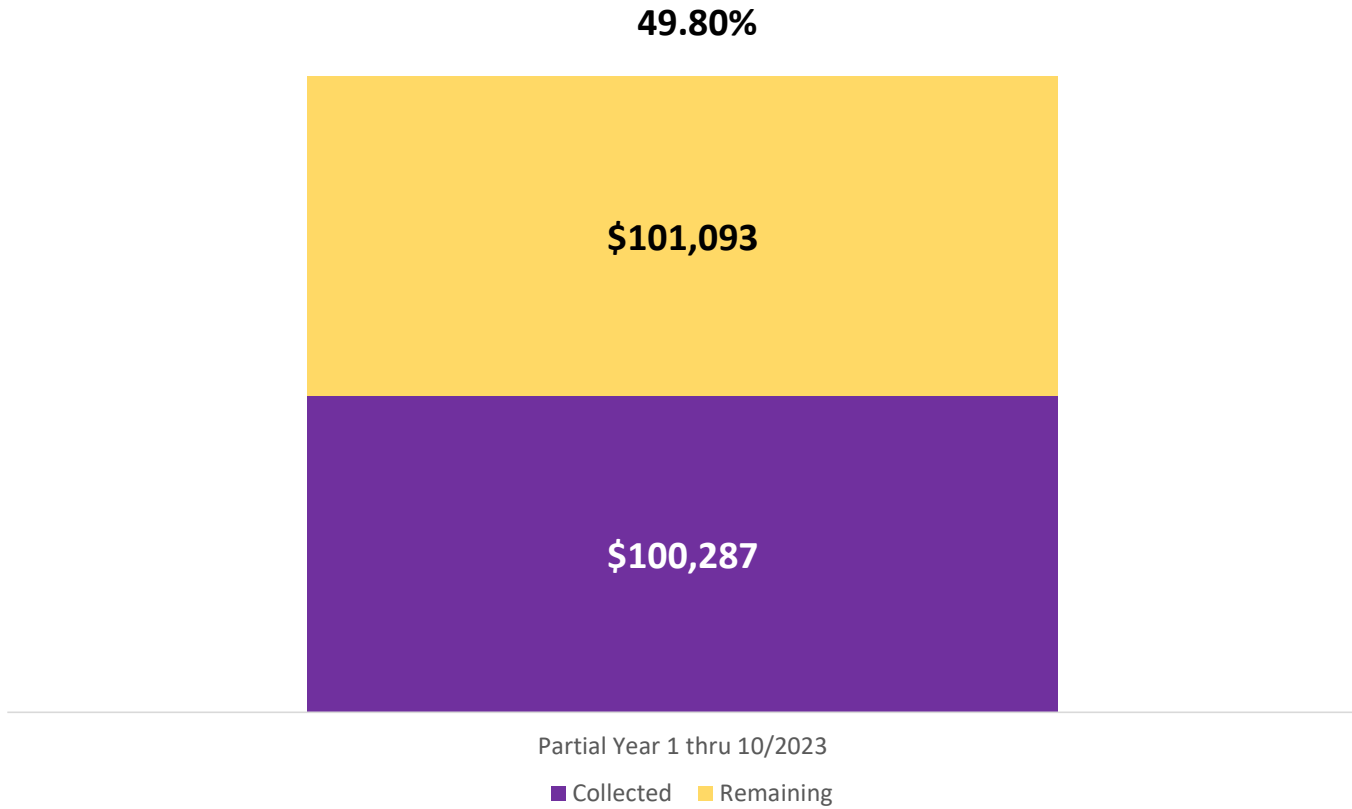
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$150,299





2022 PERCENTAGE OF COLLECTION FOR CITY OF ANGLETON

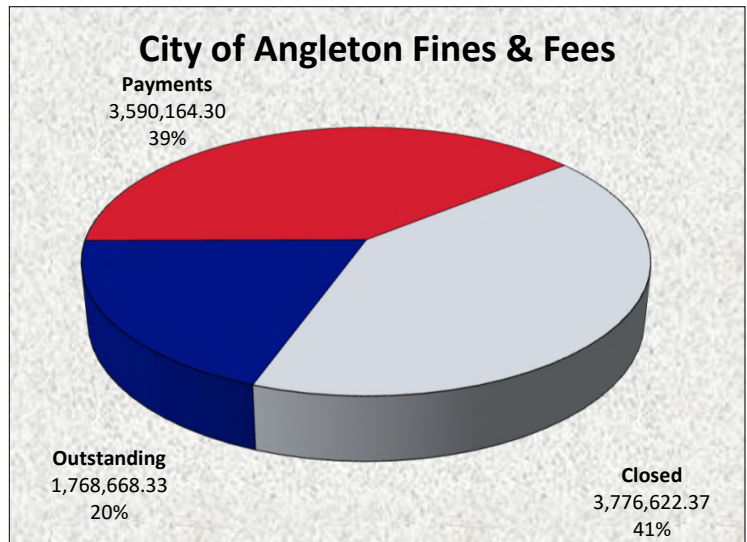
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$201,380





FINE & FEE COLLECTION REPORT AS OF NOVEMBER 2, 2023 FOR THE CITY OF ANGLETON

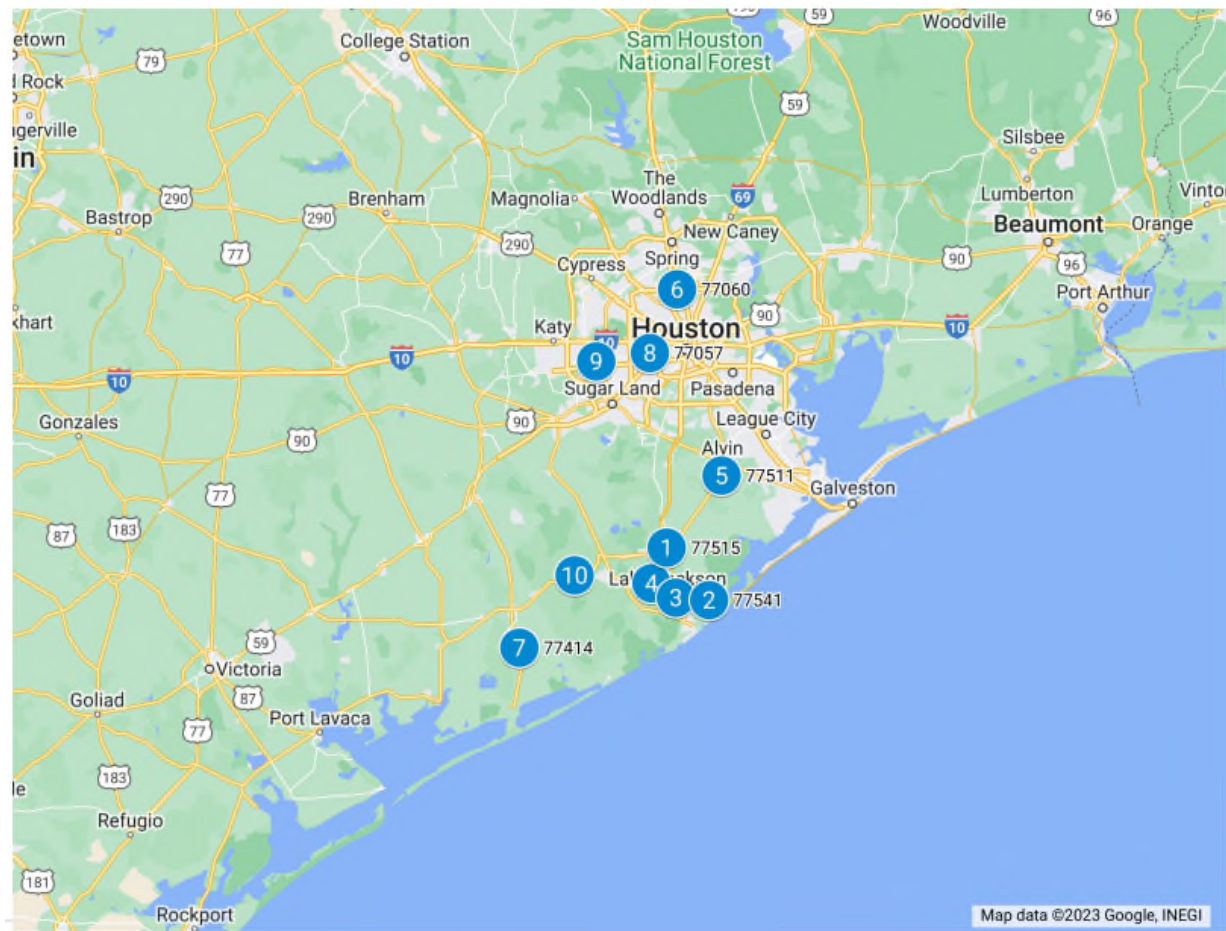
Court	Total Turnover		Payments and/or Partial Payments				Dismissed/Cleared				Total \$ % cleared	Total # % cleared	Letters Mailed	Address Corrections	Phone # Changes	Phone Contacts
	\$	#	\$	#	% of \$	% of #	\$	#	% of \$	% of #						
City of Angleton Fines	9,135,455.00	20,497	3,590,164.30	13,525	39.30%	65.99%	3,776,622.37	15,559	41.34%	75.91%	80.64%	141.89%	70,865	11,047	8,767	31,856





TOP 10 BAD ADDRESS ACCOUNTS BY ZIP CODE FOR THE CITY OF ANGLETON

- 1 77515 - \$36387.80(43)
- 2 77541 - \$14196.60(13)
- 3 77531 - \$10067.01(10)
- 4 77566 - \$4185.43(5)
- 5 77511 - \$4975.36(4)
- 6 77060 - \$3173.69(3)
- 7 77414 - \$2718.51(3)
- 8 77057 - \$1643.20(2)
- 9 77082 - \$3251.30(2)
- 10 77480 - \$2792.53(2)

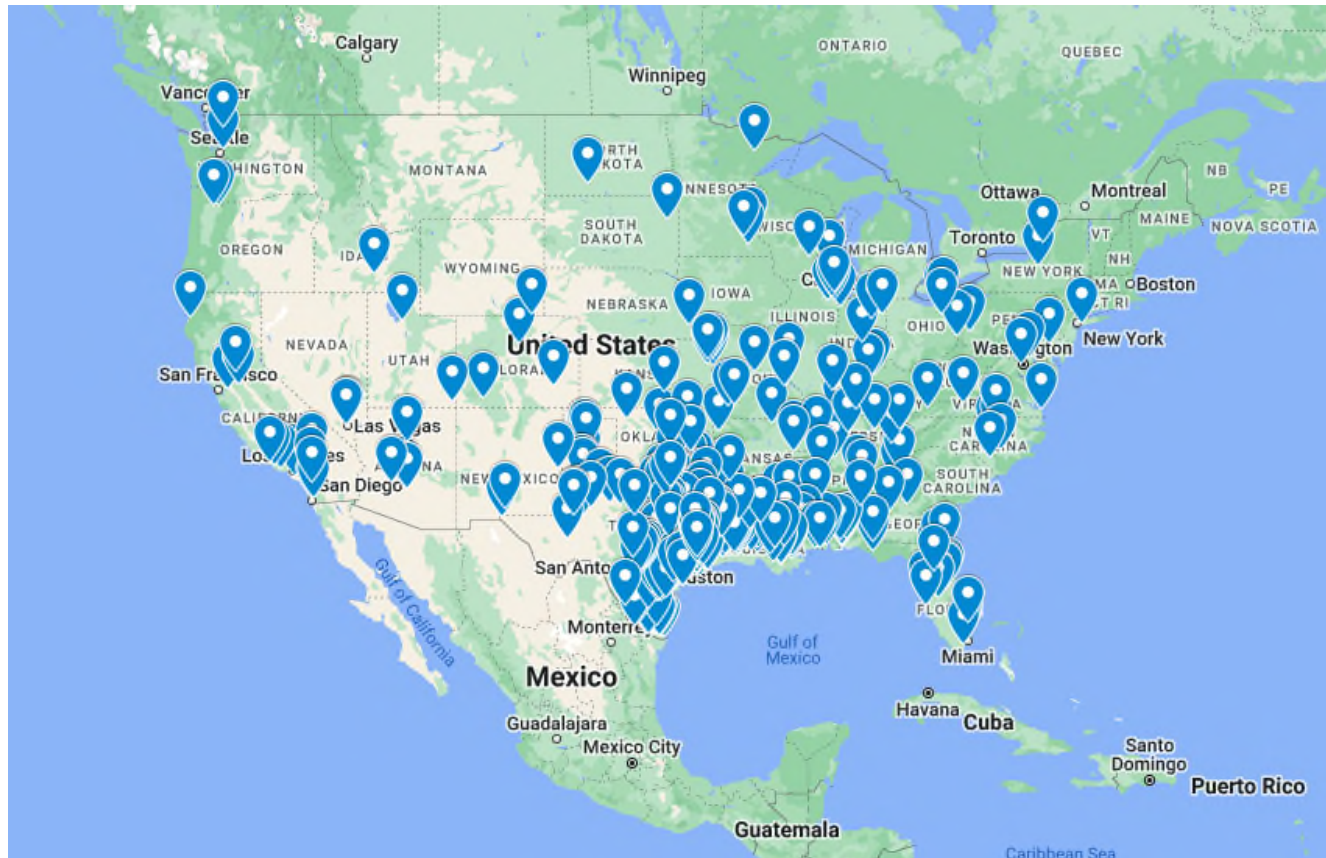




ALL ACCOUNTS FOR THE CITY OF ANGLETON

AngletonCity_All.xlsx

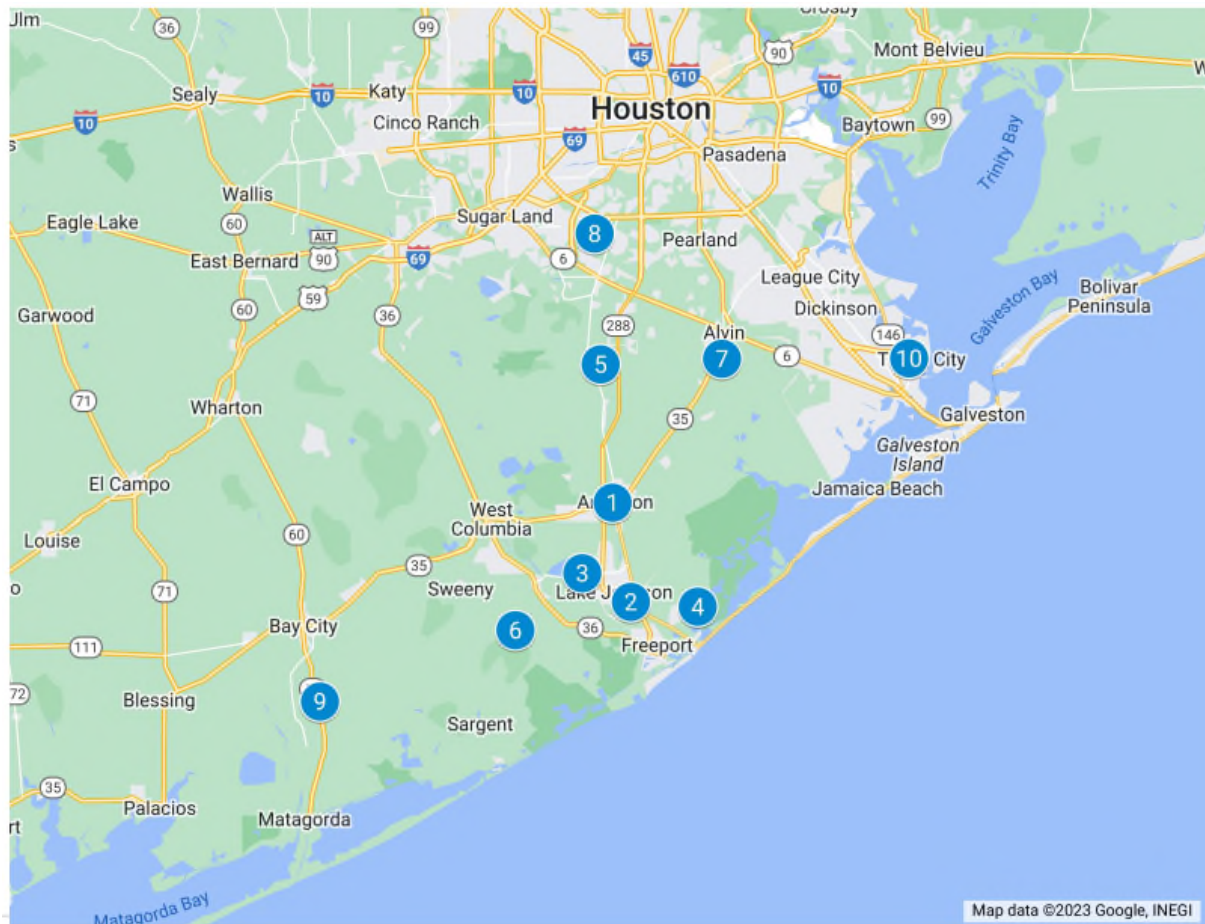
All items





TOP 10 ACCOUNTS BY ZIP CODE FOR THE CITY OF ANGLETON

- 1
77515 - \$259355.76(318)
- 2
77531 - \$69334.03(80)
- 3
77566 - \$48654.28(64)
- 4
77541 - \$53306.61(61)
- 5
77583 - \$35374.27(40)
- 6
77422 - \$27149.33(38)
- 7
77511 - \$17993.71(23)
- 8
77053 - \$17917.17(16)
- 9
77414 - \$12680.34(16)
- 10
77590 - \$14211.11(15)



Map data ©2023 Google, INEGI



SUMMARY OF UTILITY ACCOUNTS FOR THE CITY OF ANGLETON

Balance Range	# of Accts	\$ of Accts
\$0-\$24.99	1,027	\$13,402.15
\$25-\$49.99	888	\$32,613.99
\$50-\$74.99	747	\$46,054.81
\$75-\$99.99	552	\$48,036.24
\$100-\$249.99	1732	\$277,795.36
\$250-\$499.99	812	\$279,958.78
\$500-\$999.99	419	\$292,143.83
> \$1,000	198	\$315,657.98
Grand Totals	6,375	\$1,305,663.14

Year	# of Accts	\$ of Accts	% of \$ Amount
1995	1,196	\$ 129,832.49	9.9%
2000	200	\$ 25,849.35	2.0%
2001	432	\$ 42,713.58	3.3%
2002	448	\$ 41,985.07	3.2%
2003	233	\$ 24,342.13	1.9%
2004	69	\$ 21,012.45	1.6%
2005	55	\$ 20,786.10	1.6%
2006	72	\$ 22,205.13	1.7%
2007	60	\$ 22,317.73	1.7%
2008	49	\$ 22,603.18	1.7%
2009	40	\$ 23,407.83	1.8%
2010	234	\$ 25,658.73	2.0%
2011	258	\$ 30,653.40	2.3%
2012	333	\$ 30,621.96	2.3%
2013	193	\$ 40,736.16	3.1%
2014	192	\$ 73,438.24	5.6%
2015	255	\$ 73,076.72	5.6%
2016	136	\$ 73,857.33	5.7%
2017	805	\$ 72,308.67	5.5%
2018	239	\$ 89,879.42	6.9%
2019	328	\$ 121,295.73	9.3%
2020	179	\$ 109,020.78	8.3%
2021	127	\$ 83,091.04	6.4%
2022	242	\$ 84,969.92	6.5%
Grand Totals	6,375	\$1,305,663.14	100.0%



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/14/23

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Update, discussion and possible action on the solar placement and cost for the Investment Grade Audit contract with Schnieder Electric.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

At the 10/10/23 council meeting, a presentation with possible action was made to council by Schneider Electric providing a review of the 60% development phase of the Facilities Energy Savings Investment Grade Audit. No action was taken by Council as to which project to continue developing, however, questions were raised regarding solar placement and costs. SE was asked to revisit the locations and cost of the solar opportunity as well as the possible revenue generation estimates.

Tonight's presentation will:

- Demonstrate the benefits/design of the solar location choices
- Answer questions posed by council at the last meeting
- Review the financial benefits of the proposed scope
- Demonstrate lost opportunity costs

There are two projects under consideration:

Option 1 – Optimized Project \$6.9M

Option 3 – Minimized Project \$1.2M

The scope at a maximum includes: Indoor/outdoor lighting, HVAC, Building Envelope, Building Automation Systems, mechanical recommissioning, Solar Photovoltaic arrays. The final scope will vary dependent on the preference of City Leadership.

RECOMMENDATION:

N/A

City of Angleton - Facilities Project

“Finding the right balance”



90% Development Overview - Update

November 2023

Scope of Work Development

90% Development M Item 13.

5/10 Kickoff meeting

6/28 30% meeting

7/19 60% meeting

7/24 Financing Workshop

9/26 60% presentation

10/10 Final Scope Presentation to Council

11/14 Updated scope presentation to council

ECM ID	Opportunity	City Hall	Police	Rec Center	Animal	FS 1	FS 2	FS 3	City Hall Annex	WWTP	BG Peck	Dickey	Bates	Freedom	Veterans	Masterson	Dog Park	Number of Sites per Opportunity
	Lighting																	
1	Interior LED Lighting	Green		Green	Green	Green	Green	Green	Green									7
2	Exterior LED Lighting	Green		Green	Green	Green	Green	Green	Green									7
3	Sports Field LED Lighting										Red	Red		Red				
4	Park Area LED Lighting										Green	Green	Green		Green	Green	Green	6
	Mechanical, Electrical, and Plumbing																	
5	HVAC Unit Replacement	Red	Red	Red	Red	Red	Red	Red	Red									
6	HVAC Armor	Green	Green	Green	Green	Green	Green	Green	Green									7
7	Building Envelope	Green	Green	Green	Green	Green	Green	Green	Green									7
8	Chlorine Generation for Pools			Red														
9	Water Meters	Red	Red	Red	Red	Red	Red	Red	Red	Red	Red	Red	Red	Red	Red	Red	Red	
	Building Automation and Control																	
10	Comprehensive Network Building Automation System	Green	Green	Green	Green	Green	Green	Green	Green									8
11	Retrocommissioning of HVAC Units Existing to Remain	Red	Red	Red	Red	Red	Red	Red	Red									
	Sustainability and Resiliency																	
12	Solar PV		Green	Green						Green								3
13	Battery Energy Storage and Microgrid		Red	Red														
14	Back Up Generator			Red														
15	EV Public Charging			Red														
16	EV Fleet Charging	Red																
17	EV Fleet Vehicles	Red																
	Total Number of Opportunities per Site	5	4	6	5	5	5	5		1	1	1	1	0	1	1	1	

Red – removed from continued development Green – fully developed

How were solar locations selected? Solar should be erected where consumption is steady and high. WWTP and Rec Center are the two largest consumers.

Item 13.

Can they be placed elsewhere? Yes, however they would not serve the goal of reducing consumption at the meter.

Why was carport the proposed array option? Roof at Police bldg. has sloped, standing seam roof and Rec center location has mechanical equipment on it so not a lot of unused area on the roof for an array. Will provide shade for public and City vehicles. Open space by Rec Center and Police Dept protected for future expansion by Parks and Police, while WWTP has open field area.

What is the difference in cost of ground mount vs. carport mount? Police Dept carport system is about 15% more expensive than the WWTP ground mount system, on a per watt basis. Rec Center carport system is about 50% more expensive than the WWTP ground mount system, due to the distance from the parking lot to the main electrical point of connection behind the building. This distance would be greater for a potential ground mounted system over the storm drain detention pond to the west of the Rec Center. Ground mounted system in the detention pond would hinder pond maintenance (mowing, etc.) and collect debris from storms. Racking foundation would need to be deeper due to continually wet soil.

What will solar tax credit amount be? 40% of the amount that was spent to build the arrays.

How can SE be sure of that number? Many before have applied and received tax credits, the rates are published publicly, and we have had it vetted by a third-party consultant for this project.

How can the City ensure the buy back rate on the overproduction of kWh? City electrical provider TXU worked with SE to review and confirm our calculations, based on raw data received from TXU.

What are the costs to own/operate solar fields? Insurance of an asset is needed to protect it, similar to any City building. Repairs and maintenance are minimal, one inspection and tune up (if necessary) per year. 30-year warranty on modules, 10-year warranty on inverters

Why are the costs higher on the smaller project? Development and fixed costs for construction costs are spread out over the entirety of the project, less scope ends up being higher cost distribution.

How to balance this project with current needs of the city

Projects are Net Positive

Without any changes to proposed project scopes

Item 13.

Solar Project

Borrow	\$6.5M
<u>ITC Reimbursement</u>	<u>\$1.9M</u>
Actual Project Cost	\$4.6M
Utility ECM Rebates	\$69K
<u>Solar Incentives</u>	<u>\$318K</u>
Net project costs	\$4.3M
<u>Total Svgs. 20yrs</u>	<u>\$7.4M</u>
Cash flow over 20yrs	+\$3.1M

Base Project (no solar)

Borrow	\$1.59M
<u>One time rebate</u>	<u>\$69K</u>
Actual Project Cost	\$1.5M
<u>Total Svgs. 20yrs</u>	<u>\$2.1M</u>
Cash flow over 20yrs	+\$579K

Above includes solar buy back revenue for 2025 – 2044 of \$1.1M

Add 10 additional years of buy back for another \$550k for \$1.7M total (over 30year life of the array)

Lost Opportunity costs without the project

Without any changes to proposed project scopes

Item 13.

2025 – Buy-back Revenue, Energy Savings, and O&M Savings \$136K

2031 – Buy-back Revenue, Energy Savings, and O&M Savings \$1.2M

Total revenue and savings over 20yr cash flow \$7.4M

City can leverage these savings and revenue for other projects or repay debt service.

In 2026, leverage ITC rebate \$1.9M for city projects (roads, drainage, animal shelter, gutters, parks) while also reducing Kw consumption and generating revenue from buy back.

risk of waiting – increased labor costs, loss of Kw revenue generation, ITC goes away

Opportunity Options Vetted

Optimized Payback Project - Item 13.

Takes advantage of \$1.9M in monetized tax incentives

Description	Estimated Cost	2024 Utility Savings*	2031 Utility Savings**	Operations & Maintenance Savings	Incentives & Rebates		Net Estimated Cost	2024 Simple Payback* (Years)	2031 Simple Payback** (Years)
					TNMP	Fed ITC			
Interior & Exterior LED Lighting	\$ 310,000	\$ 17,000	\$ 34,000	\$ 4,000	\$ 63,000	\$ -	\$ 247,000	12	7
Park Area LED Lighting	\$ 160,000	\$ 2,000	\$ 3,000	\$ 1,000	\$ 2,000	\$ -	\$ 158,000	53	52
Building Automation System	\$ 380,000	\$ 6,000	\$ 11,000	\$ -	\$ 3,000	\$ -	\$ 377,000	63	34
HVAC Armor	\$ 90,000	\$ 2,000	\$ 5,000	\$ 11,000	\$ -	\$ -	\$ 90,000	7	16
Building Envelope	\$ 70,000	\$ 2,000	\$ 3,000	\$ -	\$ 1,000	\$ -	\$ 69,000	35	23
Solar PV - WWTP	\$ 1,470,000	\$ 20,000	\$ 41,000	\$ -	\$ 87,000	\$ 500,000	\$ 883,000	44	22
Solar PV - Police Dept	\$ 600,000	\$ 12,000	\$ 25,000	\$ -	\$ 31,000	\$ 200,000	\$ 369,000	31	15
Solar PV - Rec Center	\$ 3,410,000	\$ 59,000	\$ 119,000	\$ -	\$ 131,000	\$ 1,160,000	\$ 2,119,000	36	18
Chlorine Generation for Pools	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
HVAC Unit Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Sports Field LED Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Rec Center Pool HVAC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Animal Shelter HVAC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Battery Energy Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
PROJECT TOTAL	\$ 6,490,000	\$ 120,000	\$ 241,000	\$ 16,000	\$ 318,000	\$ 1,860,000	\$ 4,312,000	32	18

* Based on Current 2023 Electric Rates as the Savings Baseline. For the IGA sites, the 2023 baseline electric cost is approximately \$400,000, with the TXU 2020 10-yr contract rate of \$0.04/kWh.

** Based on Estimated 2031 Electric Rates with a new TXU contract, assuming current 2023 TXU 10-yr contract rate of \$0.08/kWh with 4% Annual Escalation.

For the IGA sites, the 2031 baseline electric cost is estimated at approximately \$800,000. With the above measures implemented, the 2031 electric cost would be reduced to \$ 142

Opportunity Options Vetted

Minimum Project - \$ Item 13.

Description	Estimated Cost	2024 Utility Savings*	2031 Utility Savings**	Operations & Maintenance Savings	Incentives &		Net Estimated Cost	2024 Simple Payback* (Years)	2031 Simple Payback** (Years)
					TNMP	Fed ITC			
Interior & Exterior LED Lighting	\$ 490,000	\$ 17,000	\$ 34,000	\$ 4,000	\$ 63,000	\$ -	\$ 427,000	20	13
Park Area LED Lighting	\$ 250,000	\$ 2,000	\$ 3,000	\$ 1,000	\$ 2,000	\$ -	\$ 248,000	83	83
Building Automation System	\$ 600,000	\$ 6,000	\$ 11,000	\$ -	\$ 3,000	\$ -	\$ 597,000	100	54
HVAC Armor	\$ 140,000	\$ 2,000	\$ 5,000	\$ 11,000	\$ -	\$ -	\$ 140,000	11	28
Building Envelope	\$ 110,000	\$ 2,000	\$ 3,000	\$ -	\$ 1,000	\$ -	\$ 109,000	55	36
Solar PV	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Chlorine Generation for Pools	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
HVAC Unit Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Sports Field LED Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Rec Center Pool HVAC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Animal Shelter HVAC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Battery Energy Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
PROJECT TOTAL	\$ 1,590,000	\$ 29,000	\$ 56,000	\$ 16,000	\$ 69,000	\$ -	\$ 1,521,000	34	27

* Based on Current 2023 Electric Rates as the Savings Baseline. For the IGA sites, the 2023 baseline electric cost is approximately \$400,000, with the TXU 2020 10-yr contract rate of \$0.04/kWh.

** Based on Estimated 2031 Electric Rates with a new TXU contract, assuming current 2023 TXU 10-yr contract rate of \$0.08/kWh with 4% Annual Escalation.

For the IGA sites, the 2031 baseline electric cost is estimated at approximately \$800,000. With the above measures implemented, the 2031 electric cost would be reduced to \$744,000.

How to balance this project and city needs vs. available funds?



- SE has designed a reduced scope project
- Cost is less, payback is quicker
- Still provides solar with revenue generation
- Still addresses lighting and HVAC needs in facilities
- Still affords the ITC opportunity and the utility rebates
- Best sites for solar have been retained in this project

Opportunity Options Vetted

Additional option - Lowest Payback Project - \$4.8M

Takes advantage of \$1.5M in monetized tax in Item 13.

Description	Estimated Cost	2024 Utility Savings*	2031 Utility Savings**	Operations & Maintenance Savings	Incentives & Rebates		Net Estimated Cost	2024 Simple Payback* (Years)	2031 Simple Payback** (Years)
					TNMP	Fed ITC			
Interior & Exterior LED Lighting	\$ 340,000	\$ 17,000	\$ 34,000	\$ 4,000	\$ 63,000	\$ -	\$ 277,000	13	7
HVAC Armor	\$ 100,000	\$ 2,000	\$ 5,000	\$ 11,000	\$ -	\$ -	\$ 100,000	8	6
Solar PV - Police Dept	\$ 650,000	\$ 12,000	\$ 25,000	\$ -	\$ 31,000	\$ 220,000	\$ 399,000	33	16
Solar PV - Rec Center	\$ 3,680,000	\$ 59,000	\$ 119,000	\$ -	\$ 131,000	\$ 1,250,000	\$ 2,299,000	39	19
Solar PV - WWTP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Building Envelope	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Park Area LED Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Building Automation System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Chlorine Generation for Pools	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
HVAC Unit Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Sports Field LED Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Rec Center Pool HVAC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Animal Shelter HVAC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Battery Energy Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
PROJECT TOTAL	\$ 4,770,000	\$ 90,000	\$ 183,000	\$ 15,000	\$ 225,000	\$ 1,470,000	\$ 3,075,000	29	16

* Based on Current 2023 Electric Rates as the Savings Baseline. For the IGA sites, the 2023 baseline electric cost is approximately \$400,000, with the TXU 2020 10-yr contract rate of \$0.04/kWh.

** Based on Estimated 2031 Electric Rates with a new TXU contract, assuming current 2023 TXU 10-yr contract rate of \$0.08/kWh with 4% Annual Escalation.

For the IGA sites, the 2031 baseline electric cost is estimated at approximately \$800,000. With the above measures implemented, the 2031 electric cost would be reduced to \$617,000.

Conclusion

*Projects were designed in tandem with city personnel.
Three options available for consideration.*

What this project will do for the City of Angleton!

- 1 **Monetized tax credit to reimburse 40% of the solar project** Item 13.
- 2 **Project will bring new technology to the city**
- 3 **Addresses lighting and mechanical needs in your facilities**
- 4 **Provides an opportunity to generate new revenue for the city**
- 5 **Identifies rebates that will bring cash back to the city**
- 6 **Identifies solar incentives that will also bring cash back to the city**
- 7 **Provides a financial path to pay for the project through the guarantee**
- 8 **Angleton can still address current needs along with this project**

Life Is On

Schneider
Electric



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023

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

AGENDA CONTENT: Discussion and possible action on a Final Plat for Angleton Park Place Subdivision Section 2.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: None

EXECUTIVE SUMMARY:

The subject property is located on the southeast corner of E. Phillips Road and Gifford Road, consists of 5.184 acres in Section 2 and is in the Manufactured Home (MH) zoning district. This project is a manufactured home subdivision and is not a manufactured home park and consists of 32 lots, 2 blocks.

The preliminary plat for Angleton Park Place, Section 2 was approved subject to the final approval of the development agreement. Both the Preliminary Section 2 and the Development Agreement were approved by the Planning and Zoning Commission and City Council in August, 2023. The Development Agreement has been drafted and is pending approval signatures by City Council.

STAFF REVIEW:

The City Engineer has reviewed the submitted Final Plat for Angleton Park Place Subdivision, Section 2 and all comments have been addressed by the applicant.

The City Engineering has stipulated:

1. Construction plans shall be provided for review of the required public improvements for Angleton Park Place Section 2 prior to filing and approval of the Final Plat.

Otherwise, Engineering has no objections to this Final Plat for Angleton Park Place Section 2.

Local Government Code (LGC) Section 212.005 "Approval by Municipality Required," states: The municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies all applicable regulations."

RECOMMENDATION:

The City Council should approve the Final Plat for Angleton Park Place Subdivision Section 2.

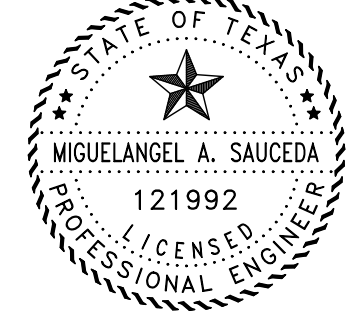
FIELD NOTES FOR 5.184 ACRES
 DESCRIPTION OF A 5.184 ACRE TRACT OF LAND, LOCATED WITHIN EDWIN WALLER LEAGUE, ABSTRACT NO. 134, BEING ALL OF THE RESIDENTIAL RESERVE "A", ANGLETON PARK PLACE, SECTION 1, AS RECORDED IN COUNTY CLERKS FILE NO. (C.C.F.N.) OF THE OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS (O.P.R.B.C.T.), REFERRED TO HEREIN AFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 5.184 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):
 BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER, BEING THE NORTHEAST CORNER OF THE ABOVE REFERENCED TRACT, SAME BEING AN INTERIOR CORNER OF DRAINAGE RESERVE B, OF SAID ANGLETON PARK PLACE, SECTION 1;
 THENCE SOUTH 02°50'43" EAST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, PASSING AT A DISTANCE OF 115.00 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF BALTIC AVENUE, OF SAID ANGLETON PARK PLACE, SECTION 1, CONTINUING FOR A TOTAL DISTANCE OF 175.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE NORTH 87°09'17" EAST, ALONG A NORTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE SOUTH R.O.W. LINE OF SAID BALTIC AVENUE, A DISTANCE OF 12.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE SOUTH 02°50'43" EAST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE WEST LINE OF DRAINAGE RESERVE "E" OF SAID ANGLETON PARK PLACE, SECTION 1, PASSING AT A DISTANCE OF 210.00 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND ON THE NORTH R.O.W. LINE OF VERMONT AVENUE OF SAID ANGLETON PARK PLACE, SECTION 1, CONTINUING ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, PASSING AT A DISTANCE OF 270.00 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND ON THE SOUTH R.O.W. LINE OF SAID VERMONT AVENUE, CONTINUING ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE WEST LINE OF DETENTION RESERVE "F", OF SAID ANGLETON PARK PLACE, SECTION 1, FOR A TOTAL DISTANCE OF 385.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE SOUTH 87°09'17" WEST, ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE NORTH LINE OF SAID DETENTION RESERVE "F", A DISTANCE OF 407.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE NORTH 02°50'43" WEST, ALONG THE WEST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE EAST LINE OF SAID DRAINAGE RESERVE "B", A DISTANCE OF 560.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER AND LAWSON" FOUND FOR CORNER;
 THENCE NORTH 87°09'17" EAST, ALONG THE NORTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE SOUTH LINE OF SAID DRAINAGE RESERVE "B", A DISTANCE OF 395.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF AND CONTAINING 5.184 ACRES OF LAND, MORE OR LESS.

DEDICATION STATEMENT:
 NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT MIKE MORGAN, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS ANGLETON PARK PLACE SECTION 2, A SUBDIVISION IN THE JURISDICTION OF THE CITY OF ANGLETON, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS, ALLEYS AND PUBLIC PARKLAND SHOWN THEREON, THE STREETS, ALLEYS AND PARKLAND ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER. FOR THE PURPOSES INDICATED ON THIS PLAT, NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF ANGLETON. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANGLETON'S USE THEREOF. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

OWNER'S ACKNOWLEDGEMENT:
 STATE OF TEXAS §
 COUNTY OF BRAZORIA §
 THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.
 MIKE MORGAN
 STATE OF TEXAS §
 COUNTY OF BRAZORIA §
 BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED MIKE MORGAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____.
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES
 STATE OF TEXAS §
 COUNTY OF BRAZORIA §
 KNOW ALL MEN BY THESE PRESENTS: THAT I, MIGUEL ANGEL A. SAUCEDA, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN PROVIDED IN THIS PLAT, TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE ANGLETON LDC, EXCEPT FOR ANY VARIANCES THAT WERE EXPRESSLY GRANTED BY THE CITY COUNCIL.

SIGNED:
 MIGUEL ANGEL A. SAUCEDA DATE _____
 PROFESSIONAL ENGINEER
 TEXAS REGISTRATION NO. 121992
 GUSTAVO AND ANA VASQUEZ
 CALLED 2.90 ACRES
 C.C.F.N. 2002010346
 O.P.R.B.C.T.



DRAINAGE AND DETENTION EASEMENT
 THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANGLETON (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION SHOWN ON THE PLAT IS CALLED "DRAINAGE AND DETENTION EASEMENT." THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS. THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT, THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL, OR EROSION, OR OBSTRUCTION TO THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREIN ABOVE DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

ANGLETON DRAINAGE DISTRICT
 ACCEPTED THIS THE ____ DAY OF _____, 20____, BY THE ANGLETON DRAINAGE DISTRICT.
 THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:
 1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
 2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
 3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
 4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.
 THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS
BOARD MEMBER
BOARD MEMBER
PLANNING AND ZONING COMMISSION AND CITY COUNCIL:
 APPROVED THIS ____ DAY OF _____, 20____, BY THE PLANNING AND ZONING COMMISSION, CITY OF ANGLETON, TEXAS.

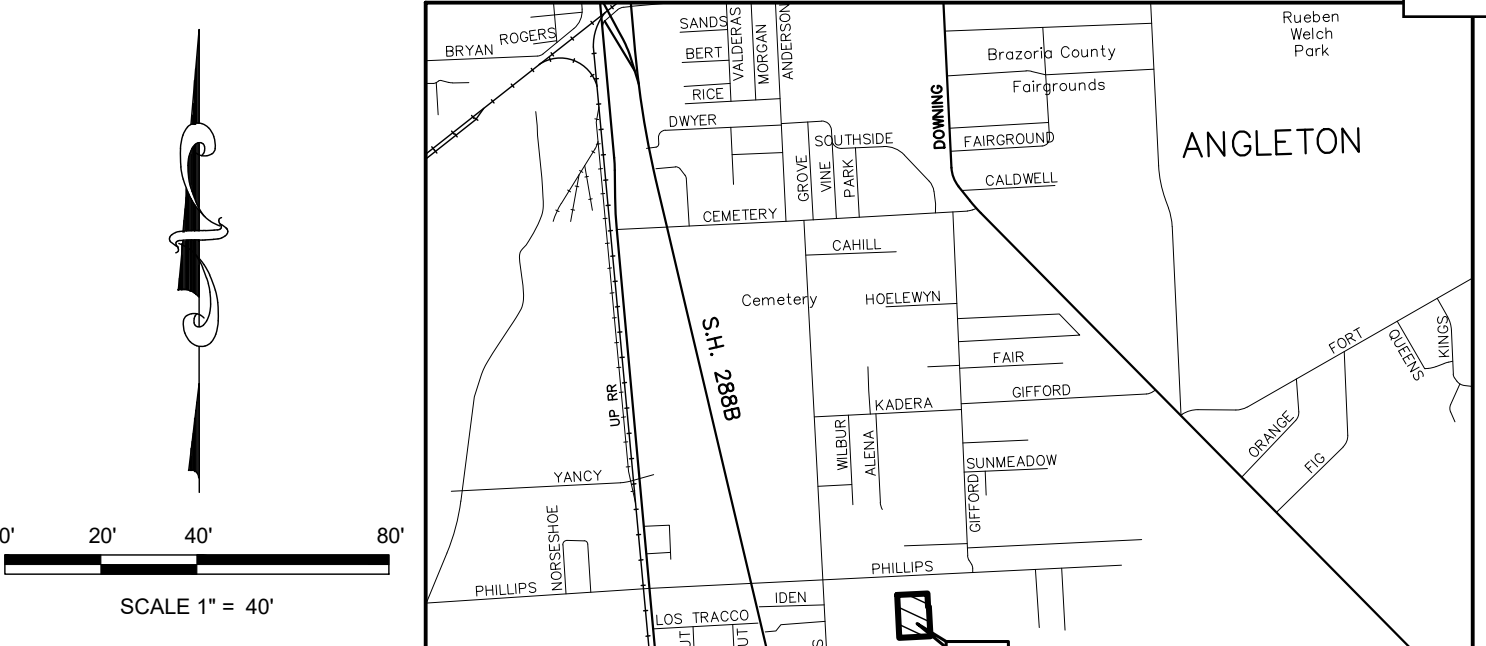
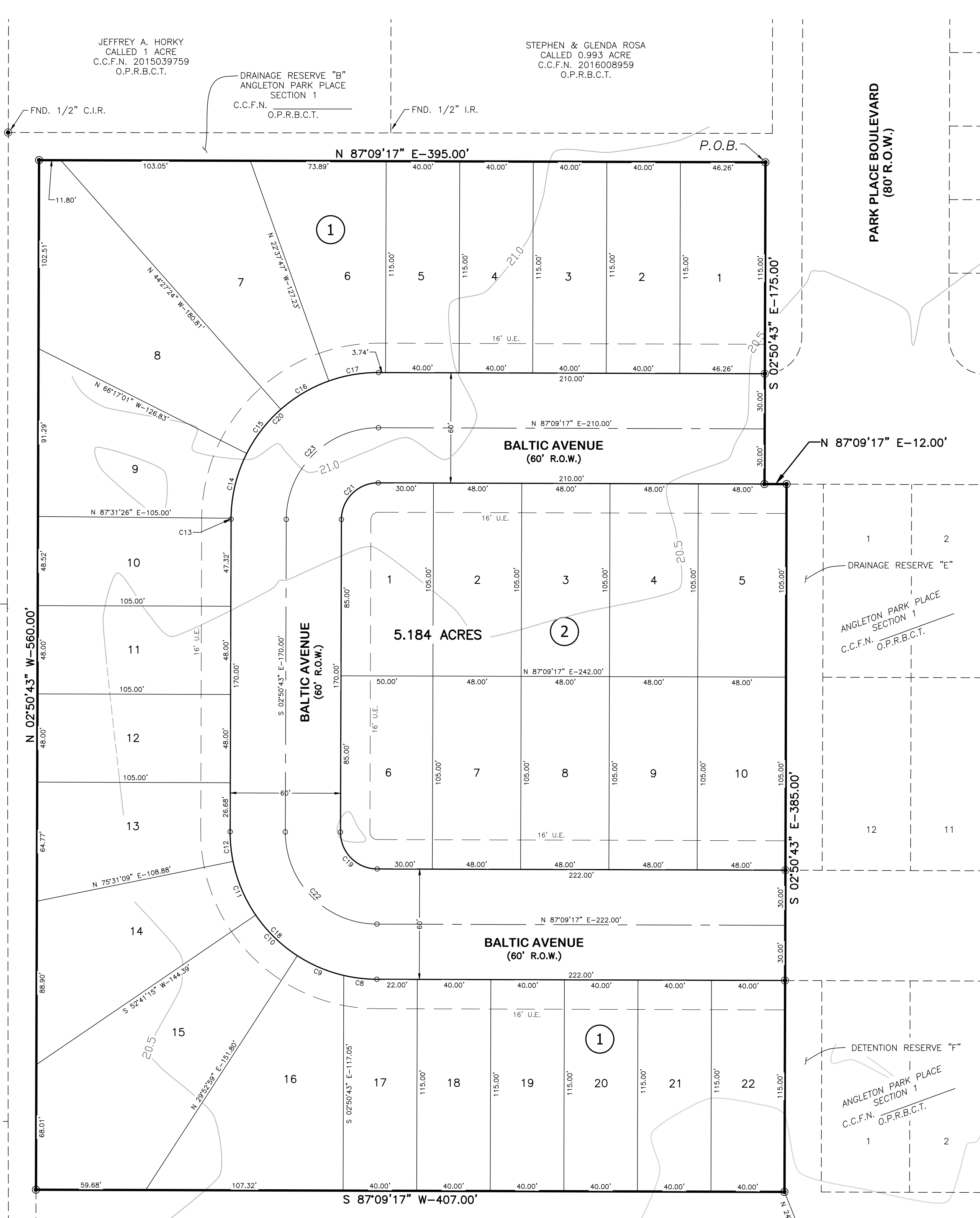
BILL GARWOOD, CHAIRMAN, PLANNING AND ZONING COMMISSION
CITY SECRETARY
 APPROVED THIS ____ DAY OF _____, 20____, BY THE CITY COUNCIL, CITY OF ANGLETON, TEXAS.

JOHN WRIGHT, MAYOR
CITY SECRETARY
 STATE OF TEXAS §
 COUNTY OF BRAZORIA §
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____, BY CITY SECRETARY, CITY OF ANGLETON, ON BEHALF OF THE CITY.

JIMMY AND SHERI WOOD
 CALLED 1.11 ACRES
 C.C.F.N. 2016016983
 O.P.R.B.C.T.

GUSTAVO AND ANA VASQUEZ
 CALLED 2.90 ACRES
 C.C.F.N. 2002010346
 O.P.R.B.C.T.

MICHAEL WAYNE VANHORN
 AND CHEREE RENEE SCHOLL
 CALLED 9.00 ACRES
 C.C.F.N. 2018015818
 O.P.R.B.C.T.



SCALE 1" = 40'

- NOTES:**
- THE PURPOSE OF THIS PLAT IS TO REPLAT RESIDENTIAL RESERVE "A", ANGLETON PARK PLACE SECTION 1, AS RECORDED IN C.C.F.N. _____ OF THE O.P.R.B.C.T. INTO A 32 LOT, 2 BLOCK SUBDIVISION.
 - ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
 - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR.
 - FLOOD ZONE STATEMENT: THE SURVEYOR NAMED HEREON HAS EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, MAP NUMBER 480500445K, WITH EFFECTIVE DATE OF DECEMBER 30, 2020, AND THAT MAP INDICATES THAT THE PROPERTY SURVEYED IS WITHIN ZONE "X" (UNSHADED). AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN, WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
 - PROJECT BENCHMARK:
 ANGLETON = PUBLISHED ELEVATION = 25.81'
 TRIANGULATION STATION DISK SET IN TOP OF CONCRETE POST STAMPING; ANGLETON 1931 LOCATED ABOUT 1 MILE SOUTHWEST OF ANGLETON ON LAND OWNED BY MR. JAMISON, 40 FEET NORTH EAST OF COUNTY ROAD 221, NEAR MAIN GATE TO HOMESITE.
 - SITE TBM "B":
 A 60D NAIL IN EAST FACE OF A POWER POLE LOCATED ON NORTHWEST CORNER OF PROPERTY, ON SOUTH SIDE OF EAST PHILLIPS ROAD. ELEVATION = 22.73'
 - THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON.
 - NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATING STATUTES AND IS SUBJECT TO FINES AND WITHOLDING OF UTILITIES AND BUILDING PERMITS.
 - NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
 - NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
 - NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT, THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
 - NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM; IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
 - IT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF THE RESERVES LOCATED ON THIS PLAT.

STATE OF TEXAS §
 COUNTY OF BRAZORIA §
 KNOW ALL MEN BY THESE PRESENTS:
 THAT I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.



DARREL HEIDRICH
 REGISTERED PROFESSIONAL LAND SURVEYOR
 LAND SURVEYOR NO. 5378

FINAL REPLAT
ANGLETON PARK PLACE
SECTION 2
A 5.184 ACRE
32 LOTS 2 BLOCKS SUBDIVISION
 BEING ALL OF
RESIDENTIAL RESERVE "A"
ANGLETON PARK PLACE
SECTION 1
AS RECORDED IN C.C.F.N.
OF THE O.P.R.B.C.T.

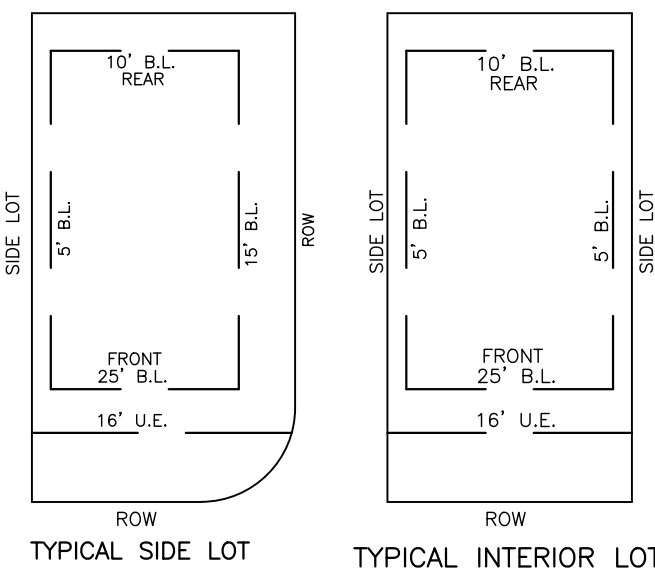
LOCATED IN THE
E. WALLER SURVEY, ABSTRACT NO. 134
CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS

4005 Technology Drive, Suite 1530
 Angleton, TX 77515
 OFFICE: (979) 849-6681
 TBPLS NO. 10052500
 REG. NO. F-825

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS

CURVE TABLE				
Curve No.	Length	Radius	Delta	Chord Bearing
C8	18.16'	80.00'	130°01'	N86°20'38"W
C9	27.54'	80.00'	194°33'11"	N69°58'47"W
C10	31.84'	80.00'	22°48'17"	N48°42'53"W
C11	31.88'	80.00'	22°49'54"	N25°53'48"W
C12	16.25'	80.00'	11°38'08"	N08°39'47"W
C13	0.52'	80.00'	0°22'10"	N02°39'38"W
C14	36.57'	80.00'	28°11'32"	N10°33'13"E
C15	30.48'	80.00'	21°49'37"	N34°37'48"E
C16	30.48'	80.00'	21°49'37"	N58°27'25"E
C17	27.62'	80.00'	19°47'04"	N77°15'45"E
C18	125.66'	80.00'	90°00'00"	S47°50'43"E
C19	31.42'	20.00'	90°00'00"	S47°50'43"E
C20	125.66'	80.00'	90°00'00"	S42°09'17"W
C21	31.42'	20.00'	90°00'00"	S42°09'17"W
C22	78.54'	50.00'	90°00'00"	S47°50'43"E
C23	78.54'	50.00'	90°00'00"	S42°09'17"W

BLOCK 1		BLOCK 1		BLOCK 2	
LOT NO.	AREA S.F.	LOT NO.	AREA S.F.	LOT NO.	AREA S.F.
1	5,320	12	5,040	1	5,164
2	4,600	13	5,675	2	5,040
3	4,600	14	6,948	3	5,040
4	4,600	15	10,836	4	5,040
5	4,600	16	8,309	5	5,040
6	6,165	17	4,612	6	5,164
7	8,829	18	4,600	7	5,040
8	9,414	19	4,600	8	5,040
9	6,982	20	4,600	9	5,040
10	5,059	21	4,600	10	5,040
11	5,040	22	4,600		



- LEGEND**
- O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY TEXAS
 - D.R.B.C.T. = DEED RECORDS BRAZORIA COUNTY TEXAS
 - P.R.B.C.T. = PLAT RECORDS BRAZORIA COUNTY TEXAS
 - C.C.F.N. = COUNTY CLERK'S FILE NUMBER
 - FND = FOUND
 - C.I.R. = CAPPED IRON ROD
 - I.R. = IRON ROD
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - R.O.W. = RIGHT-OF-WAY
 - VOL. = VOLUME PAGE
 - U.E. = UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - B.L. = BUILDING LINE
- SYMBOLS**
- = SET 5/8" I.R. W/CAP "BAKER & LAWSON"
 - = FND 5/8" I.R. W/CAP "BAKER & LAWSON" (EXCEPT AS NOTED)
 - ⊙ = SITE TBM

OWNER:
 MIKE MORGAN
 1915 N 288B
 FREEPORT, TEXAS 77541

#17180

Item 14.



APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 9/28/2023

TYPE OF PLAT APPLICATION

ADMINISTRATIVE	PRELIMINARY	FINAL
MINOR <input type="checkbox"/>	RESIDENTIAL <input type="checkbox"/>	RESIDENTIAL <input checked="" type="checkbox"/>
AMENDING/REPLAT <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>

Address of property: 316 E Phillips Road

Name of Applicant: Miguel Saucedo Phone: 979-849-6681

Name of Company: Baker & Lawson Phone: _____

E-mail: msauceda@bakerlawson.com

Name of Owner of Property: Mike Morgan Jr

Address: 1915 N 288B, Freeport TX 77541

Phone: 9792365089 E-mail: dmmorganjr@yahoo.com

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

Signature of Owner or Agent for Owner (Applicant)

CANT:

7th day of September, 2023.



Notary Public for the State of Texas
 Commission Expires: 2-16-27

979-843-5665

REC#: 02252179 9/27/2023 2:51 PM

OPER: 3G TERM: 105

REF#: 58360 P_PLAT REVW BL

TRFN: 300.1190 ZONING VAR/PLATTING
 ZONING/VARIANCE/PLA 992.00CR

TENDERED: 992.00 CHECK
 APPLIED: 992.00-

CHANGE: 0.00

#17180

Item 14.



APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 9/28/2023

TYPE OF PLAT APPLICATION

ADMINISTRATIVE	PRELIMINARY	FINAL
MINOR <input type="checkbox"/>	RESIDENTIAL <input type="checkbox"/>	RESIDENTIAL <input checked="" type="checkbox"/>
AMENDING/REPLAT <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>

Address of property: 316 E Phillips Road

Name of Applicant: Miguel Saucedo Phone: 979-849-6681

Name of Company: Baker & Lawson Phone: _____

E-mail: msauceda@bakerlawson.com

Name of Owner of Property: Mike Morgan Jr

Address: 1915 N 288B, Freeport TX 77541

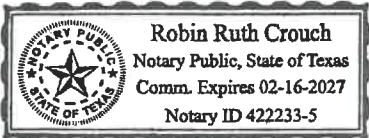
Phone: 9792365089 E-mail: dmmorganjr@yahoo.com

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

Signature of Owner or Agent for Owner (Applicant) 

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 27th day of September, 2023.

(SEAL) 


 Notary Public for the State of Texas
 Commission Expires: 2-16-27

**AFFIDAVIT OF
AUTHORIZATION BY PROPERTY OWNER**

I swear that I am the owner of (indicate address and/or legal description)
Lot 10, division 5 of The Subdivision of the East one-half
of Edwin Waller League Abstract 134
which is the subject of the attached application for land platting and is shown in the records of
Brazoria County, Texas.

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

NAME OF APPLICANT: Mike Morgan Miguel Saucedo

ADDRESS: 1915 N Brazosport Blvd

APPLICANT PHONE # 979-236-5089 E-MAIL: dmorganjr@yahoo.com
msaucedo@bakerlawson.com

PRINTED NAME OF OWNER: _____

SIGNATURE OF OWNER: Mike Morgan DATE: 6/10/21

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 10th day of June, 2021.

(SEAL)



Robin Crouch
Notary Public for the State of Texas
Commission Expires: 1-11-23

PROJECT SUMMARY FORM

Address of property 312 E Phillips, 316 E Phillips, & 320 E Phillips Road

The subject property fronts 503 feet on the South side of E Phillips Road

Depth: 933 Area: 17 Acres: 771883 square feet

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

Purpose is to replat Reserve A of ANgleton Park Place Section 1 Plat (unrecorded) into 32 manufactured home lots.

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

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

Name: Miguel Saucedo

Date: 06/28/2023



City of Angleton
 121 S. Velasco
 Angleton, TX 77515

Phone: (979) 849-4364
 Fax: (979) 849-5561

Paid Invoice

Item 14.

Page 1 of 1

DATE	INVOICE #
9/27/2023	23-01939
PAID DATE	9/27/2023

PERMIT NUMBER	17180
316 E PHILLIPS RD Rd Angleton, TX	

ACCOUNT :
MIGUEL SAUCEDA 316 E PHILLIPS Rd Angleton TX 77515 Phone: 979 849 6681

Date	Status	Payment	Amount
9/27/2023	Original Due		992.00
9/27/2023	Paid	Check 58880 BAKERLAWSON	(-) 992.00

Total Paid	992.00
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PERMIT DEPARTMENT



CITY OF ANGLETON
121 S. Velasco St.
Angleton, Texas 77515

PERMIT NO: 17180

PERMIT TYPE: Plan Review Permit

PERMIT DATE:

EXPIRATION DATE: 03/27/2024

PROJECT ADDRESS: 316 E PHILLIPS RD Rd

OWNER NAME: Data Unavailable,

OWNER ADDRESS:

CONTRACTOR: MIGUEL SAUCEDA (979 849 6681)

316 E PHILLIPS Rd
Angleton TX 77515

PROJECT COST: \$ 0.00

PERMIT FEE PAID: \$ 992.00

SQ. FT:

**DESCRIPTION OF
RESIDENTIAL PLAT REVIEW**

I, THE UNDERSIGNED, IN CONSIDERATION OF THE CITY OF ANGLETON ISSUING TO ME THE ABOVE BUILDING PERMIT DO HEREWITH AGREE THAT I WILL ABIDE BY, OBSERVE, AND FULFILL ALL APPLICABLE BUILDING, PLUMBING, MECHANICAL, SANITATION, FIRE PREVENTION, ELECTRICAL WIRING, SAFETY AND HEALTH ORDINANCES, CODES AND LAWS OF THE CITY OF ANGELTON, COUNTY OF BRAZORIA AND THE STATE OF TEXAS IN THE ERECTION AND MAINTENANCE OF SAID IMPROVEMENT.

DATE: September 27, 2023

SIGNED:

TO REQUEST INSPECTIONS PLEASE CALL PERMIT DESK: 979-848-5665 M-F, 8:00 AM - 5:00 PM

SUBMITTAL REQUIREMENTS

Land Development Code, Chapter 23 §117 – Preliminary Plats

https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH23LADECO_APXAPLLASULI_SUBAPPEN_DIX_A-1PLCE_S23-117PRPL

SUBMITTAL REQUIREMENTS. THE FOLLOWING INFORMATION SHALL BE FILED:

1. A completed application form and application fee;
2. One full size, 24-inch × 36-inch, paper copy of the plat (prepared consistent with §117.B) and a .pdf file of the same and one paper copy and electronic copy of all items submitted in support of the plat;
3. A preliminary utility plan showing all existing and proposed utilities;
4. A TIA, if the development meets the threshold requirements set out in section 23-24, Traffic impact analysis (TIA). If a TIA is required, the applicant shall meet with the city engineer and a TXDOT representative (if applicable) in advance of the submittal to define the TIA parameters. An incomplete or deficient TIA shall constitute grounds to find a plat to be incomplete, or to deny the plat;
5. Utility and drainage reports with adequate information to determine conformity with the utility and drainage requirements of this LDC. Physical features, including the location and size of watercourses, 100-year floodplains per FIRM maps, proposed CLOMR boundaries, regulated wetlands and areas where water drains into and out of the subdivision;
6. A drainage report, as set out in section 23-15, Drainage and utilities;
7. A soil suitability report (geotechnical report), as set out in section 23-25, Drainage and utilities, subsection G., Soil suitability report;
8. A current tax certificate(s);
9. Construction plans may be submitted at the option of the applicant;
10. A certification of approval of the plat by planning and zoning commission and city council, as shown in section 23-118, Final plats, subsection C;
11. A statement if parkland will be dedicated or fees-in-lieu of parkland dedication will be paid;
12. Heritage tree survey and a tree preservation plan;
13. All other information necessary to demonstrate compliance with all requirements of the LDC and all other development codes of the city; and
14. Construction plans for any required public improvements may be submitted with the plat or after the approval of the plat but shall be filed and approved prior to the filing of a final plat.

PLAT FEES:

ADMINISTRATIVE PLAT

\$250.00 Plus Review Expense

REGULAR PLAT SUBMITTAL:

***RESIDENTIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

200 Lots or less	\$800.00 plus \$6.00 per lot
More than 200 Lots	\$4.00 per additional lot over 200
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time).

***COMMERCIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

Less than two acres	\$1,000.00
More than Two Acres	\$1,000.00 plus 25.00/additional acre
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time)

32
26
192
800
268
992

OFFICE USE ONLY:

Date received: _____ By: _____

Type of Plat: _____

Description of individual charges:

Total Fee Received: _____ By: _____

Proof of taxes received: ____ Yes If no, explain: _____

PRELIMINARY PLAT MEETINGS:

Pre-submission conference/meeting date: _____

Received Preliminary Plat on: _____ by _____

Preliminary plat staff meeting date: _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

FINAL PLAT MEETINGS:

Received final plat on _____ by _____

Reviewed by Staff on _____ by _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

Filed with County Clerk on: _____

File-stamped copy to owner/developer on: _____



**CITY OF ANGLETON
PLANNING AND ZONING COMMISSION MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
THURSDAY, NOVEMBER 02, 2023 AT 12:00 PM**

Members Names

Chair | William Garwood

Commission Members | Deborah Spoor, Will Clark, Michelle Townsend,

Regina Bieri, Ellen Eby, Michael Hogan

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE PLANNING AND ZONING COMMISSION FOR CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON THURSDAY, NOVEMBER 2, 2023, AT 12:00 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

- 1. Discussion/Introduction and the Administering of the Oath of Office, for Mr. Will Clark, newly appointed Planning Commission member.**

Chair Bill Garwood introduced new Commission member Will Clark. City Secretary, Michelle Perez administered the Oath of Office and swearing-in to Commission Member Will Clark.

- 2. Discussion and possible action on the minutes for the Planning and Zoning Commission meeting held on September 19, 2023.**

Motion was made by Commission Member Ellen Eby and seconded by Commission Member Regina Bieri to approve the 9/19/2023 P&Z meeting minutes; Motion carried unanimously, 5-0. The Minutes were approved.

- 3. Discussion and possible action on the election of a Vice-chairperson for the Planning and Zoning Commission.**

Chair Bill Garwood opened the floor for nominations for the Vice-chairperson. Commission Member Regina Bieri nominated Commission Member Deborah Spoor as Vice-chair; there were no objections. The vote was unanimous, 5-0, to elect Commission Member Deborah Spoor as Vice Chair to the Planning and Zoning Commission.

PUBLIC HEARINGS AND ACTION ITEMS

4. **Conduct a public hearing, discussion, and possible action on a request for approval of an ordinance amending the City of Angleton Code of Ordinances, Zoning Chapter 28, and Chapter 23- Land Development Code, including Sections 28-41 through Sections 28-62 – Residential and Commercial Zoning Districts, Section 23-115–Standard language for special plat elements, Subsection C. Fire lanes and fire easements, Street pavement width requirement modifications. ARTICLE II. – Subdivision and Development Design, Section 23-12, Table 23-12.1, Street Dimension Standards, and Streets and Driveways, Section 129, and Section 28-101 Off-street and loading requirements (11).J. Fire Lanes, providing for clarity on area regulations, setback requirements and other standards, as set out and applicable in each Zoning district.**

Motion was made to open the public hearing by Commission Member Michelle Townsend, and seconded by Commission Member Regina Bieri. Motion carried unanimously.

Staff: D.S. Director Otis Spriggs presented this item giving the following staff summary: Development Servies has advertised this public hearing per the requirements for newspaper legal notices. This is the first public hearing that we're hearing on this text amendment.

This item has been under discussion with City Council, as noted in the Staff Summary, in that we are looking at improving public safety within the city limits. Photographs are shown which summarize some of the cause-and-effect issues that we're having within some of the subdivisions. Setback requirement issues are illustrated denoting encroachments into the sidewalk travel area, whereas from a pedestrian standpoint this could be problematic when dealing with ADA compliance, as well as baby strollers and safety of children-at-play.

Street travel width distance, being 28' wide on new residential streets is the next issue. We're looking at increasing the travel distance to 30 feet back-of-curb to back-of-curb. On the current books (Code of Ordinances), we have an ordinance that states that City Council has the discretion of enforcing one side of street parking; however, the City does not enforce this regulation. The alternative could be to impose the one side of road parking in some of the newer neighborhoods, realizing that in some of the older neighborhoods that would be difficult. The other photographs show the cul-de-sac issue, where we are having another safety issue, where residents actually utilize cul-de-sacs for parking purposes within the subdivision. We're looking at possibly rating the cul-de-sacs as fire lanes to prevent this. We'll be working with the Fire Chief and PD, and working with council to derive details of enforcement.

On October the 26th, we held a work session to get feedback from the design community, builders, developers, and those who own property within the city limits, allowing for e-

mail, in-person, and virtual feedback. The Agenda Summary includes the collected comments.

Some of the comments were: *If you increase the front yard setback, then this would limit the rear yard situation in most residential circumstances.* But our hope here is that this would not be the case on your larger and standard lots such as Residential 6.3 or SF 7.2, those districts being typically the 60 foot lot threshold. We feel the increase of a setback to 10 feet could work in that situation.

However, if you look at the table (Exhibit B), there is an outline of the proposed front yard and side yard setback changes. Questions were raised and discussed on lots that called for a narrower and deeper house layout, which will be difficult to place on an increased front yard scenario having minimal rear yards.

Staff is asking for a recommendation from the Planning and Zoning Commission to council and then open this up into public hearing for council and maybe hold it two meetings hopefully just exhaust our efforts in educating the public.

The recording/video of the “Zoning Setback” workshop on October 26th is still available; the link is within the agenda summary and is available on facebook, in which you can review; the public can still offer comments. Legal is still reviewing the proposed text amendments. We are recommending that the Planning and Zoning Commission hear comments and possibly make a recommendation, subject to final legal review and then any comments that you might.

Public Input: None

Chair Bill Garwood entertained a motion to close the public hearing.

Motion was made to open the public hearing by Commission Member Ellen Eby; seconded by Commission Member Regina Bieri. Motion carried unanimously.

Commission Member Regina gave comments on car length whereas she and her husband both drive big cars, hers at 17 feet long and his- 20.5 feet, the two would be 37.5 feet, which would encroach the sidewalk.

Commission Member Michelle Townsend added that as somebody who lives on a cul-de-sac she appreciates this vision as well. She supports and is willing to make a recommendation whenever we're ready to entertain one. She asked how this affects current developments approved. Mr. Spriggs stated that the proposed amendments would pertain to new developments. We will work with Legal on any items that can include any sunshine clauses. This will afford us a way to negotiate development agreements in developments within the ETJ and within the City on HOA covenants, in promoting current City Council vision.

Commission Action:

Motion was made by Commission Member Ellen Eby; seconded by Commission Member Regina Bieri to accept staff's recommendations amending the text of the City of Angleton Code of Ordinance Zoning, Chapter 28 and Chapter 23 Land Development Code including Sections 28 to 41 through Sections 28 to 62 residential and commercial Zoning Districts regarding the zoning setback and lot size type regulations to City Council for final action and approval.

Roll call vote:

Commission Member Ellen Eby- Aye; Commission Member Michelle Townsend- Aye; Commission Member Will Clark- Aye; Commission Member Regina Bieri- Aye; Commission Chair Bill Garwood- Aye. **5-0, Unanimous Approval.**

REGULAR AGENDA

5. Discussion and possible action on a Final Plat for Angleton Park Place Subdivision Section 2.

Staff: Kandice Haseloff-Bunker, Development Coordinator presented the final plat, noting that the development agreement was approved by City Council in August and the signatures were executed in October. The final plat is subject to and is in compliance with that development agreement and the City development requirements except for the noted Engineering comments. The section one final plat was approved in June of 2023 and the preliminary plat for the second section was approved shortly after that in July 2023. Staff recommends approval subject to Final Engineer approval to Council for final action and approval.

Commission Member Michelle Townsend made a motion to approve the final plat for Angleton Park Place Subdivision, Section 2 as being in compliance with the development agreement that was previously accepted and forward to City Council for final action, subject to final approval of the development by the City Engineer. Motion was seconded by Commission Member Regina Bieri.

Roll call vote:

Commission Member Ellen Eby- Aye; Commission Member Michelle Townsend- Aye; Commission Member Will Clark- Aye; Commission Member Regina Bieri- Aye; Commission Chair Bill Garwood- Aye. **5-0, Unanimous Approval.**

6. Discussion and possible action on a Final Plat for Ashland Model Home Park.

Staff: Kandice Haseloff-Bunker, Development Coordinator presented the final plat, noting that this is a final plat for nine lots on 3.46 acres. As you know it is in the E TJ and we don't have zoning, except other than what's detailed in the development agreement that's been approved with City Council. The Ashland model Home Park is in compliance with that development agreement in terms of what size and configuration. The section has a range of lots that have frontage from 50 to 60 feet, and the lots are going to be developed

with model homes expected to showcase. The section will obtain access from Sapphire Springs Trail that connects to Ashland Blvd, that connects with FM 521.

Judith El Masri, City Attorney addressed the Planning Commission, introducing herself to the new member; adding that she works with the Randle Law Office. We are the appointed city attorney for the City of Angleton. She clarified that the role of the Planning and Zoning Commission, is an advisory committee created by statute. The timeline that everyone is referring to is in the vernacular, is known as the 'Shot Clock' statute. Much of the local government code is written to favor developers, so I always have to preface any discussion with that because I often hear from the P&Z members and the City Council members across the board from all 14 entities that our law firm represents. It is because of the people that go to Austin and pass the laws.

The shot clock basically means that once a developer files a plat, whether it be a preliminary plat or a final plat, there are 30 days that the municipal entity that has to review it, has to act. In your city ordinances, the way that happens is it comes to P&Z first and then P&Z approves, makes additional recommendations, and then it goes to your City Council for final approval. There are other cities that don't do it that way. There are other cities that sometimes the administrative building services department approves first and then it goes to City Council and even in some large cities like Houston or San Antonio (with corporate size departmental staff) where some things may not even be approved by City Council. You can imagine how big those development departments are, you know, just corporate size. So that's the way it works here, that it comes to you first. The answer to your question is if you do nothing (if something comes to you and you do nothing), my first response to that query would be you're not doing your job.

Judith El Masri added that the P&Z Commission lies in between the people that are living in the houses and your elected officials; So, it's really an important job. And then secondly, statutorily, the way these statutes are written, the approval process is ministerial and all that means is you have to approve. The municipal body has to approve, assuming the plat or plan or whatever that comes to you is correct. So if you're the building services director, Otis, Kyle, and Kandice tell you it's correct, and if your engineer says it's correct, then your job is to approve.

If those entities come to you and say we have a problem with. XYZ, and we don't recommend that you approve it yet, etc.. Judith El Masri ended by emphasizing how important the P&Z job is, right, that City Council needs to hear them, because City Council can't be on every residential street, in every business, and it can't be everywhere, every day.

Commission Member Michelle Townsend made a motion to approve the final plat for Final Plat for Ashland Model Home Park as being in compliance with the development agreement that was previously accepted and forwards to City Council for final action, subject to final approval of the City Engineer and all referral agencies. The motion was seconded by Commission Member Will Clark.

Roll call vote:

Commission Member Ellen Eby- Aye; Commission Member Michelle Townsend- Aye;
 Commission Member Will Clark- Aye; Commission Member Regina Bieri- Aye;
 Commission Chair Bill Garwood- Aye. 5-0, Unanimous Approval.

7. Discussion and possible action on a Final Plat for Ashland Subdivision Section 1.

Staff: Kandice Haseloff-Bunker, Development Coordinator presented the final plat and staff summary.

Commission Member Michelle Townsend made a motion to approve the final plat for Ashland Subdivision Section 1 as being in compliance with the development agreement that was previously accepted and forwards to City Council for final action, subject to final approval of the City Engineer and all referral agencies. The motion was seconded by Commission Member Will Clark.

Roll call vote:

Commission Member Ellen Eby- Aye; Commission Member Michelle Townsend- Aye;
 Commission Member Will Clark- Aye; Commission Member Regina Bieri- Aye;
 Commission Chair Bill Garwood- Aye. 5-0, Unanimous Approval.

8. Discussion and possible action on a Final Plat for Ashland Subdivision Section 2

Staff: Kandice Haseloff-Bunker, Development Coordinator presented the final plat and staff summary.

Commission Member Michelle Townsend made a motion to approve the final plat for Ashland Subdivision Section 2 as being in compliance with the development agreement that was previously accepted and forwards to City Council for final action, subject to final approval of the City Engineer and all referral agencies. The motion was seconded by Commission Member Regina Bieri.

Roll call vote:

Commission Member Ellen Eby- Aye; Commission Member Michelle Townsend- Aye;
 Commission Member Will Clark- Aye; Commission Member Regina Bieri- Aye;
 Commission Chair Bill Garwood- Aye. 5-0, Unanimous Approval.

ADJOURNMENT: Meeting was adjourned at 12:43 PM.



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023

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

AGENDA CONTENT: Discussion and possible action on a Final Plat for Ashland Model Home Park.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: None

EXECUTIVE SUMMARY: This is a request for approval of the Ashland Model Home Park Final Plat. The subject property consists of 3.46 acres, has nine (9) lots of varying sizes and is located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523. The development is subject to and is in compliance with the development agreement with the city.

The preliminary plat for Ashland Model Home Park was approved September 2022 then extension of the approval was granted in September 2023.

STAFF REVIEW:

The City Engineer has reviewed the submitted Final Plat for Ashland Model Home Park and at this time comments have not been addressed by the applicant. Responses to the City Engineer comments are expected to be completed prior to City Council consideration for approval.

The City Engineering has stipulated:

Sheet 1 of 2

1. Provide bearing and distance of abstract corner tie shown.
2. Provide a note on the plat to notate ownership and maintenance of proposed Reserves A & B.
3. Notate radius of all street knuckles shown.
4. Complete information shown on Plat Note #3.
5. Show complete information for area noted and drawn on the plat (e.g. Street Name, width, Filing information).
6. Notate future phase of development on the plat.
7. Show complete information for the plat area noted and drawn on the plat (e.g. Lots, street names).
8. Provide a street table noting the street name, length (centerline), and street type of all

proposed public streets.

9. Provide a Lot and Block table as provided in the Preliminary Plat

10. Update FEMA Firm Map shown: 48039C430K.

11. Show adjacent floodplain information on the final plat.

12. Need to define incidental utility purposes on the plat.

Sheet 2 of 2

1. Show these courses on the plat drawing for the commencing of the metes and bounds.

2. Move signature block closer to the Owner's Acknowledgement.

3. Show the aerial easements on the plat or remove plat dedication if not necessary.

Local Government Code (LGC) Section 212.005 "Approval by Municipality Required," states: The municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies all applicable regulations."

RECOMMENDATION:

The City Council should approve the Final Plat for Ashland Model Home Park conditioned on final City Engineer approval and provided the approval is granted by other referral agencies.

November 7, 2023

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

Re: On-Going Services
Ashland Model Home Park Final Plat – 2nd Submittal Review
Angleton, Texas
HDR Job No. 10361761

Dear Mr. Spriggs:

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

Sheet 1 of 2

1. Unresolved Comment: Show complete information for area shown (e.g. linework, text for street name, recording information).
2. Where is the boundary of the Joe Heim Estate tract? Need to define with the proposed subdivision and other Ashland subdivisions noted.
3. Recommend moving callout for clarity of text.
4. Identify abbreviation in "IUP" in plat legend..
5. Unresolved Comment: Show Ashland Street Ded. Sec. 1 lots and streets. (partially shown on previous submittal).
6. Unresolved Comment: Show Ashland Street Ded. Sec. 2.
7. Update street type to match current thoroughfare designations (e.g. local, collector, arterial).
8. Verify and include Home Owners Association in plat note 16. Once annexed, the City will not maintain the landscape areas unless otherwise noted in agreement.

Sheet 2 of 2


1. Remove certification language if no drainage easements being adopted by HOA.
2. Move signature block closer to the Owner's Acknowledgement.
3. Unresolved comment: Show these courses on the plat drawing (commencing courses).

The proposed plat is incomplete. We are unable to complete the review until the recommended corrections/changes are made and the additional information requested is submitted. HDR recommends that the Ashland Model Home Park Final Plat be Revised and Resubmitted.

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

Sincerely,

HDR Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Javier Vasquez', written in a cursive style.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10361761/10336228)

Attachments

RESTRICTED RESERVE A
Restricted to Open Space, Landscape, and IUP Purposes Only
0.03 AC
1,143 Sq. Ft.

RESTRICTED RESERVE B
Restricted to Open Space and Landscape Purposes Only
0.43 AC
18,649 Sq. Ft.

Identify abbreviation in "IUP" in plat legend.

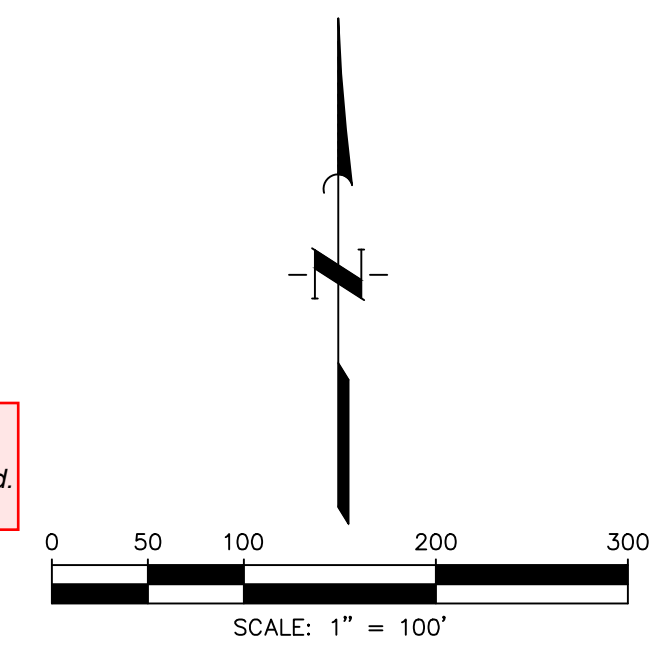
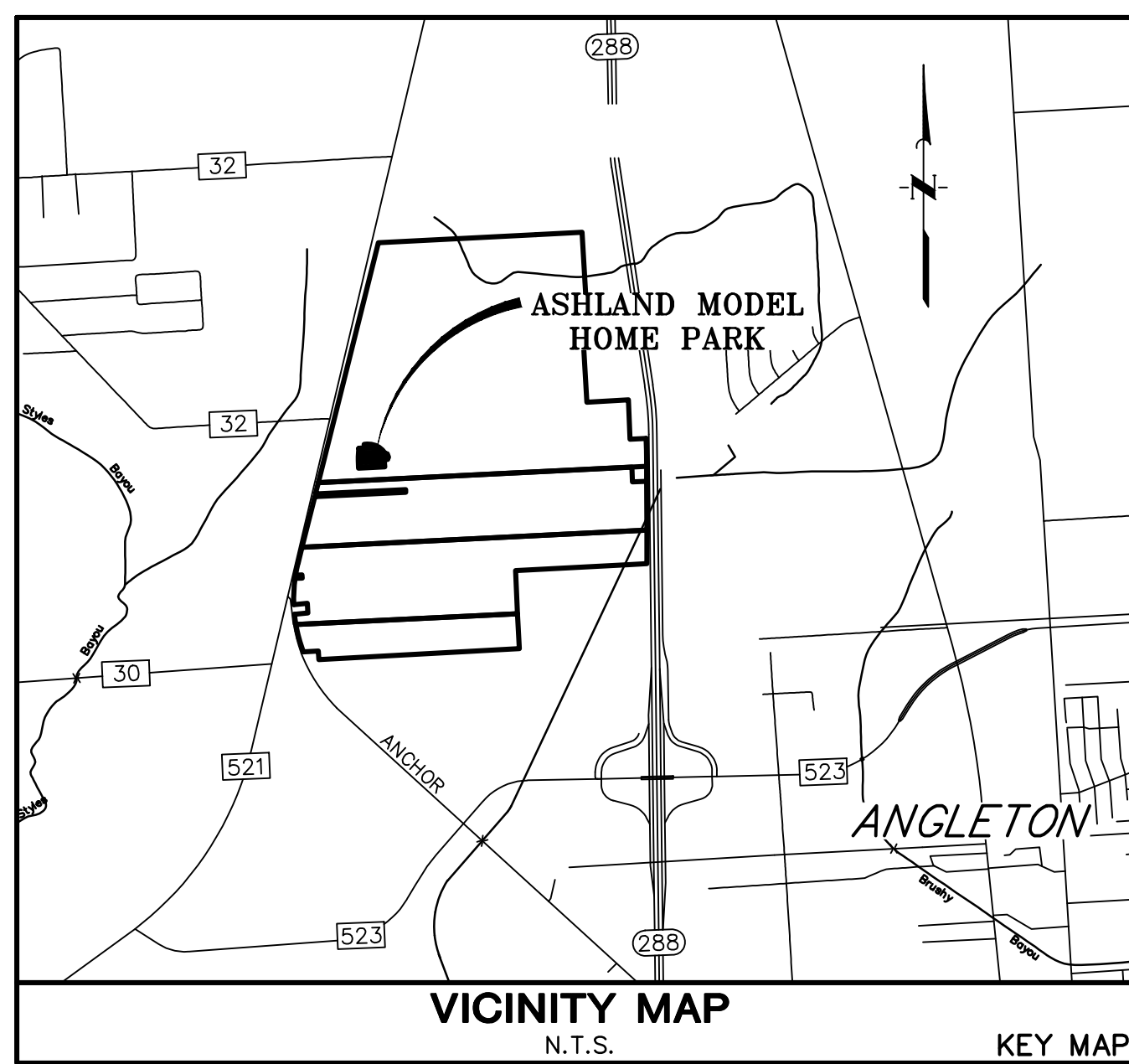
Unresolved Comment: Show Ashland Street Ded. Sec. 1 lots and streets (partially shown on previous submittal)

Unresolved Comment: Show Ashland Street Ded. Sec. 2

Unresolved Comment: Show complete information for area shown (e.g. linework, text for street name, recording information)

Where is the boundary of the Joe Heim Estate tract? Need to define with the proposed subdivision and other Ashland subdivisions noted.

Recommend moving callout for clarity of text



LINE	BEARING	DISTANCE
L1	N87°00'33"E	45.65'
L2	S22°46'42"E	60.00'
L3	S75°34'02"W	60.00'
L4	S02°38'38"E	53.59'
L5	S87°21'22"W	429.00'
L6	N02°38'38"W	126.84'
L7	N00°33'35"W	61.83'
L8	N03°36'41"E	135.68'
L9	N87°00'33"E	60.01'
L10	N02°59'27"W	60.00'
L11	N87°00'33"E	45.65'
L12	N03°50'04"E	142.94'
L13	N87°21'24"E	84.99'
L14	N45°35'44"E	6.56'
L15	S86°09'56"E	119.89'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	330.00'	59°45'21"	344.17'	S63°06'46"E	328.78'	189.59'
C2	25.00'	79°12'04"	34.56'	S72°50'07"E	31.87'	20.68'
C3	520.00'	0°20'32"	3.11'	N67°23'34"E	3.11'	1.55'
C4	25.00'	82°37'24"	36.05'	S25°54'36"W	33.01'	21.97'
C5	330.00'	0°58'07"	5.58'	S14°55'02"E	5.58'	2.79'
C6	270.00'	11°47'21"	55.55'	S08°32'18"E	55.46'	27.88'
C7	780.00'	2°32'53"	34.69'	N88°17'00"E	34.68'	17.35'
C8	300.00'	78°33'28"	411.33'	N53°42'42"W	379.86'	245.36'
C9	55.00'	96°28'40"	92.61'	N44°24'16"W	82.05'	61.60'
C10	550.00'	20°08'06"	193.28'	N77°17'21"E	192.29'	97.65'
C11	25.00'	96°49'31"	42.25'	N44°34'41"W	37.40'	28.17'
C12	25.00'	23°04'26"	10.07'	N15°22'17"E	10.00'	5.10'
C13	50.00'	142°37'32"	124.46'	N44°24'16"W	94.73'	147.83'
C14	25.00'	23°04'26"	10.07'	N75°49'11"E	10.00'	5.10'
C15	25.00'	87°54'10"	38.35'	N58°23'03"W	34.70'	24.10'
C16	25.00'	122°55'43"	53.64'	N19°48'53"E	43.93'	45.98'
C17	25.00'	98°20'44"	42.91'	N53°00'26"E	37.83'	28.93'
C18	520.00'	6°04'39"	55.16'	N84°19'04"E	55.13'	27.61'
C19	270.00'	36°10'14"	170.45'	N59°44'05"W	167.63'	88.17'
C20	25.00'	96°28'40"	42.10'	N44°24'16"W	37.30'	28.00'
C21	580.00'	9°41'32"	98.11'	N82°30'38"E	98.00'	49.17'

Lot Area Summary

Block 1	
Lot No.	Sq. Ft.
1	8,670
2	7,676
3	7,201
4	6,575
5	10,632
6	14,549
7	6,946
8	6,087
9	6,627

Street Name and Length		
Street Name	Length (Centerline)	Type
Pearl Heights Lane	456.98 Ft	Public
Quartz Manor Drive	189.24 Ft	Public
Sapphire Springs Trail	324.58 Ft	Public

Update street type to match current thoroughfare designations (e.g. local, collector, arterial)

- BL "Building Line"
- C.C.F. "County Clerk's File"
- DE "Drainage Easement"
- Eam "Easement"
- FC "Film Code"
- O.C.C.B.C.T. "Official County Clerk, Brazoria County, Texas"
- No "Number"
- ROW "Right-of-Way"
- SSE "Sanitary Sewer Easement"
- Sq Ft "Square Feet"
- Stm SE "Storm Sewer Easement"
- Temp "Temporary"
- UE "Utility Easement"
- Vol - Pg "Volume and Page"
- WLE "Waterline Easement"
- "Block Number"
- "Set 3/4-inch Iron Rod With Cap Stamped "Quiddity" as Per Certification"

- General Notes
- A one-foot reserve (1' reserve) has been dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedicated being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the title fee thereto shall revert to and be held in trust for the public, his heirs, assigns or successors.
 - All building lines along street rights-of-way are as shown on the plat.
 - The Coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and have a combined scale factor 0.999870017.
 - Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
 - There are no pipelines or pipeline easements within the platted area shown hereon.
 - HORIZONTAL DATUM: All bearings are referenced to the Texas Coordinate system, North American datum of 1983 (nad83), South Central Zone.
 - VERTICAL DATUM: All elevations are referenced to the North American Vertical Datum of 1988 (nav88), Geoid 12b, based on Allterra's RTK Network, Stations HAG5_1012 and HCG6_14012.
 - These tracts lie within Zone "X" and Zone "X-Shoulder" of the Flood Insurance Rate Map, Community Panel No. 485458, Map Number 48039C0430K, Panel 430, Suffix "K", dated December 30, 2020, for Brazoria County, Texas and incorporated areas.
 - All drainage easements shown hereon shall be dedicated to the public and shall be maintained by the MUD.
 - Sidewalks shall be constructed in accordance with the Development Agreement between the City of Angleton, Texas and Developer.
 - Notice: Selling a portion of this addition by metes and bounds is a violation of the Unified Development Code of the City of Angleton and State platting statutes and is subject to fines and withholding of utilities and building permits.
 - Notice: Plat approval shall not be deemed to or presumed to give authority to violate, nullify, void, or cancel any provisions of local, state, or federal laws, ordinances, or codes.
 - Notice: The applicant is responsible for securing any Federal permits that may be necessary as the result of proposed development activity. The City of Angleton is not responsible for determining the need for, or ensuring compliance with any Federal permit.
 - Notice: Approval of this plat does not constitute a verification of all data, information and calculations supplied by the applicant. The Engineer of Record or Registered Public Land Surveyor is solely responsible for the completeness, accuracy and adequacy of his/her submittal where or not the application is reviewed for code compliance by the City Engineer.
 - Notice: All responsibility for the adequacy of this plat remains with the engineer or surveyor who prepared them. In approving these plans, the City of Angleton must rely on the adequacy of the work of the Engineer and/or surveyor of record.
 - Reserves A and B shall be owned and maintained by the Brazoria County MUD No. 82.

Verify and include Home Owners Association in plat note 16. Once annexed, the City will not maintain the landscape areas unless otherwise noted in agreement.

FINAL PLAT OF ASHLAND MODEL HOME PARK

A SUBDIVISION OF 3.46 ACRES OF LAND
OUT OF THE
SHUBAEL MARSH SURVEYS, A - 81 & 82
BRAZORIA COUNTY, TEXAS

9 LOTS 2 RESERVES 2 BLOCKS
NOVEMBER 2023

OWNER
ANCHOR HOLDINGS MP, LC
101 PARKLANE BOULEVARD,
SUITE 102
SUGAR LAND, TEXAS 77478
281.912.3364

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration No. F-23290 & 30080100
6330 West Loop South, Suite 550 • Bellaire, TX 77401 • 713.777.5337

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

THAT _____ acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as ASHLAND MODEL HOME PARK, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon.

Remove certification language if no drainage easements being adopted by HOA

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

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

Owner
Duly Authorized Agent

[Redacted signature area]

STATE OF TEXAS §
COUNTY OF _____ §
BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Move signature block closer to the Owner's Acknowledgment

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20__.

Notary Public in and for the State of Texas

Print Name

My commission expires: _____

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

That I, Steve Jares, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

Steve Jares
Registered Professional Land Surveyor
Texas Registration No. 5317

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Darren McAfee, PE
Professional Engineer 137808

A METES & BOUNDS description of a certain 3.46-acre tract of land situated in the Shubael Marsh Survey, Abstract No. 82 in Brazoria County, Texas, being out of a called 469.08 acre tract of land conveyed to Anchor Holdings by Special Warranty Deed recorded in Clerk's File No. 2021085145 of the Official Property Records of Brazoria County; said 1.154-acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

COMMENCING at a found concrete monument being the northwest corner of said 469.08 acre tract of land, common with the east line of F.M. Highway 521 recorded in Volume P, Page 201 of the community court Records, and the southwest corner of a called 2.97 acre tract of land conveyed to James W. Northrup & Deborah Northrup recorded in Clerk's File No. 01-008056 of the Official Records of Brazoria County, from which a found concrete monument being the southeast corner of a called 96.50 acre tract of land conveyed to James Wortham Northrup recorded in Clerk's File No. 00-016352 Official Records of Brazoria County bears North 87°05'19" East, 2947.41 feet;

THENCE, South 14°02'37" West, along the west line of said 469.08 acre tract, common with the east line of said F.M. 521, 4023.24 feet to a point;

THENCE, South 75°57'23" East, 495.89 feet to the POINT OF BEGINNING of the herein described tract at the beginning of a non-tangent curve to the left;

THENCE, along the arc of said non-tangent curve to the left having a radius of 780.00 feet, a central angle of 02°32'53", an arc length of 34.69 feet, and a long chord bearing North 88°17'00" East, with a chord length of 34.68 feet, to a point for corner;

THENCE, North 87°00'33" East, 60.01 feet to a point for corner;

THENCE, North 02°59'27" West, 60.00 feet to a point for corner;

THENCE, North 87°00'33" East, 45.65 feet to a point at the beginning of a curve to the right;

THENCE, along the arc of said curve to the right having a radius of 330.00 feet, a central angle of 59°45'21", an arc length of 344.17 feet, and a long chord bearing South 63°06'46" East, with a chord length of 328.78 feet, to a point at the beginning of a reverse curve to the left;

THENCE, along the arc of said reverse curve to the left having a radius of 25.00 feet, a central angle of 79°12'04", an arc length of 34.56 feet, and a long chord bearing South 72°50'07" East, with a chord length of 31.87 feet, to a point at the beginning of a compound curve to the left;

THENCE, along the arc of said compound curve to the left having a radius of 520.00 feet, a central angle of 00°20'32", an arc length of 3.11 feet, and a long chord bearing North 67°23'34" East, with a chord length of 3.11 feet, to a point for corner;

THENCE, South 22°46'42" East, 60.00 feet to a point at the beginning of a non-tangent curve to the left;
THENCE, along the arc of said non-tangent curve to the left having a radius of 25.00 feet, a central angle of 82°37'24", an arc length of 36.05 feet, and a long chord bearing South 25°54'36" West, with a chord length of 33.01 feet, to a point at the beginning of a reverse curve to the right;

THENCE, along the arc of said reverse curve to the right having a radius of 330.00 feet, a central angle of 00°58'07", an arc length of 5.58 feet, and a long chord bearing South 14°55'02" East, with a chord length of 5.58 feet, to a point for corner;

THENCE, South 75°34'02" West, 60.00 feet to a point at the beginning of a non-tangent curve to the right;

THENCE, along the arc of said non-tangent curve to the right having a radius of 270.00 feet, a central angle of 11°47'21", an arc length of 55.55 feet, and a long chord bearing South 08°32'18" East, with a chord length of 55.46 feet, to a point for corner;

THENCE, South 02°38'38" East, 53.59 feet to a point for corner;

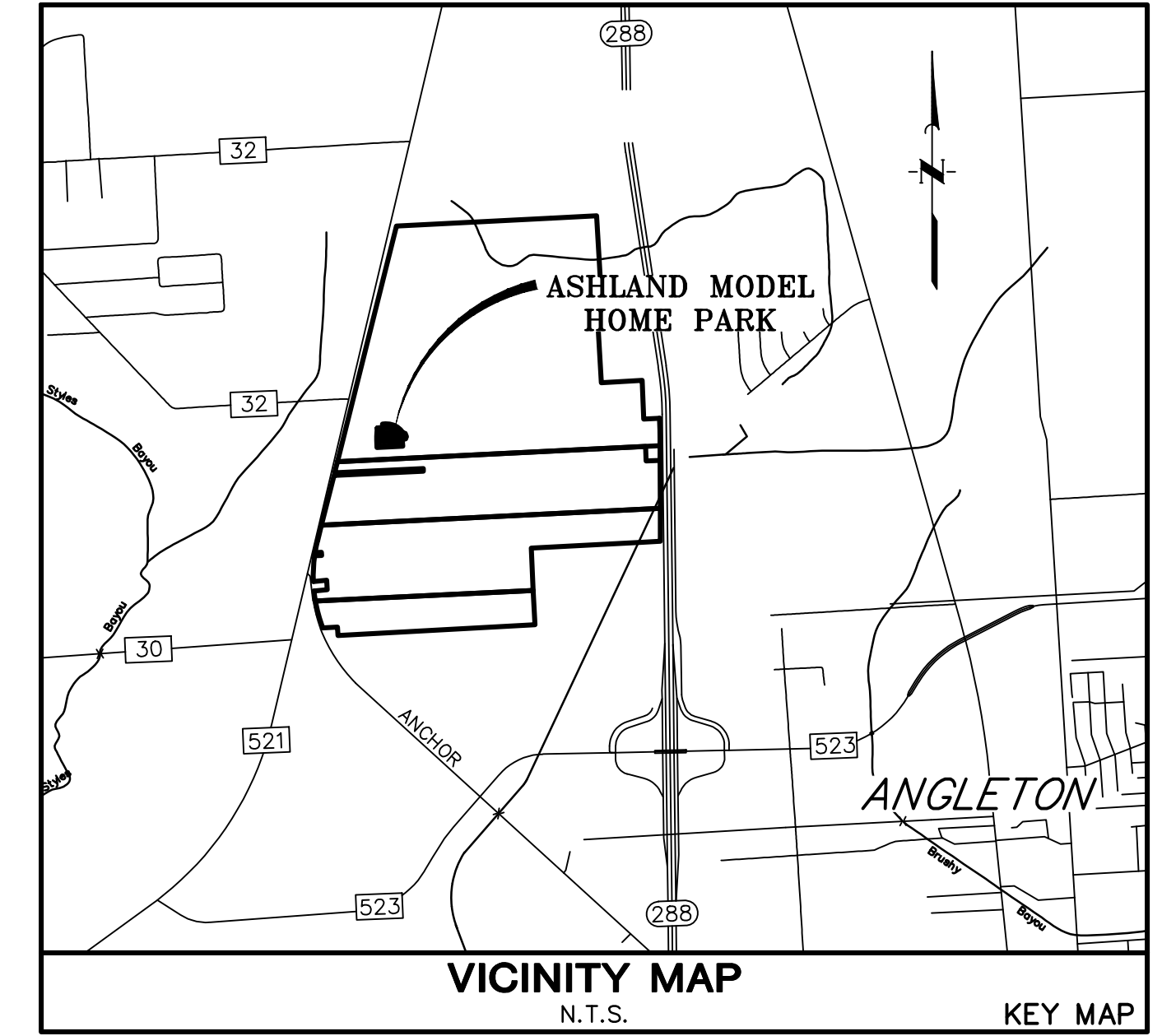
THENCE, South 87°21'22" West, 429.00 feet to a point for corner;

THENCE, North 02°38'38" West, 126.84 feet to a point for corner;

THENCE, North 00°33'35" West, 61.83 feet to a point for corner;

THENCE, North 03°36'41" East, 135.68 feet to the POINT OF BEGINNING, CONTAINING 3.46-acres of land in Brazoria County, Texas.

Unresolved comment: Show these courses on the plat drawing (commencing courses).



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

Chairman, Planning and Zoning Commission

City Secretary

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

Mayor

City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ___ day of _____, 20__, by

Name

Title
On behalf of the Notary Public, State of Texas

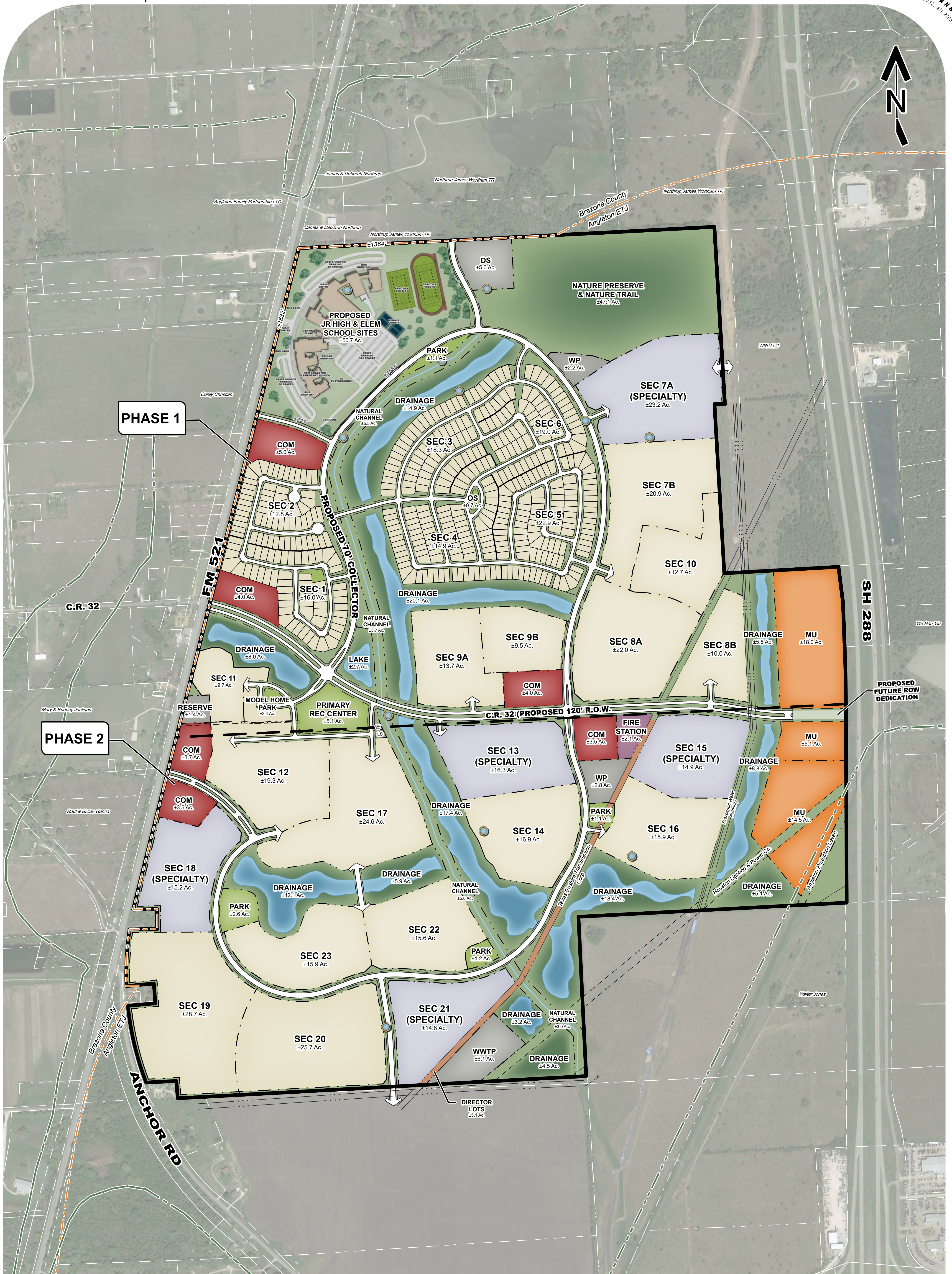
FINAL PLAT OF
ASHLAND MODEL HOME PARK

A SUBDIVISION OF 3.46 ACRES OF LAND
OUT OF THE
SHUBAEL MARSH SURVEYS, A - 81 & 82
BRAZORIA COUNTY, TEXAS

9 LOTS 2 RESERVES 2 BLOCKS
NOVEMBER 2023

OWNER
ANCHOR HOLDINGS MP, LC
101 PARKLANE BOULEVARD,
SUITE 102
SUGAR LAND, TEXAS 77478
281.912.3364

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quality Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-22290 & 20048100
6330 West Loop South, Suite 550, Bellaire, TX 77401 • 713.777.5337



PHASE 1

PHASE 2

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

© 2023 META PLANNING + DESIGN, ALL RIGHTS RESERVED

an exhibit for

ASHLAND

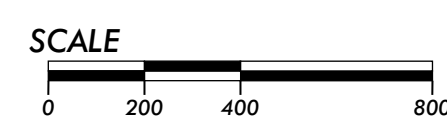
± 881.8 ACRES OF LAND

prepared for

ASHTON GRAY DEVELOPMENT



24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422



MTA-78006
SEPTEMBER 25, 2023



APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 8/30/2023

TYPE OF PLAT APPLICATION

ADMINISTRATIVE	PRELIMINARY	FINAL
MINOR <input type="checkbox"/>	RESIDENTIAL <input type="checkbox"/>	RESIDENTIAL <input checked="" type="checkbox"/>
AMENDING/REPLAT <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>

Address of property: 26299 FM 521 Angleton, TX 77515

Name of Applicant: John Alvarez Phone: _____

Name of Company: Quiddity Engineering Phone: 513.441.9493


E-mail: jalvarez@quiddity.com

Name of Owner of Property: Anchor Holdings MP, LLC

Address: 101 Parklane Blvd, Ste 102 Sugarland, TX 77478

Phone: 281.912.3364 E-mail: shaun@ashtongraydev.com

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

Signature of Owner or Agent for Owner (Applicant) 

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 31st day of August, 2023.

(SEAL)




Notary Public for the State of Texas
Commission Expires: 6/15/2027

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

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

I swear that I am the owner of (indicate address and/or legal description) 26299 FM 521 Angleton, TX 77515

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

CF No. 2021085145

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

NAME OF APPLICANT: John Alvarez

ADDRESS: 3100 Alvin Devane Blvd #150, Austin, TX 78741

APPLICANT PHONE # (512) 441-9493 E-MAIL: jalvarez@quiddity.com

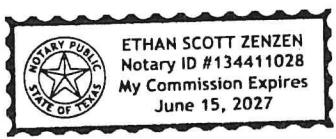
PRINTED NAME OF OWNER: Anchor Holdings MP, LLC

SIGNATURE OF OWNER: [Signature] DATE: 8/31/2023

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 31 day of August, 2023.

(SEAL)



[Signature] Notary Public for the State of Texas Commission Expires: 6/15/2027

PROJECT SUMMARY FORM

Address of property 26299 FM 521 Angleton, TX 77515

The subject property fronts 324 feet on the East side of F.M. HWY 521

Depth: 494 Feet Area: 17.53 Acres: 763,607 square feet

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

To ensure the owner and the county have an accurate map of the size and shape of the property, easement locations and right of way locations for the future development consisting of 9 single family units and necessary roadway improvements.

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

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

Name: John Alvarez Date: 08/31/2023

SUBMITTAL REQUIREMENTS

Land Development Code, Chapter 23 §117 – Preliminary Plats

https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH23LADECO_APXAPLLASULI_SUBAPPEN_DIX_A-1PLCE_S23-117PRPL

SUBMITTAL REQUIREMENTS. THE FOLLOWING INFORMATION SHALL BE FILED:

1. A completed application form and application fee;
2. One full size, 24-inch × 36-inch, paper copy of the plat (prepared consistent with §117.B) and a .pdf file of the same and one paper copy and electronic copy of all items submitted in support of the plat;
3. A preliminary utility plan showing all existing and proposed utilities;
4. A TIA, if the development meets the threshold requirements set out in section 23-24, Traffic impact analysis (TIA). If a TIA is required, the applicant shall meet with the city engineer and a TXDOT representative (if applicable) in advance of the submittal to define the TIA parameters. An incomplete or deficient TIA shall constitute grounds to find a plat to be incomplete, or to deny the plat;
5. Utility and drainage reports with adequate information to determine conformity with the utility and drainage requirements of this LDC. Physical features, including the location and size of watercourses, 100-year floodplains per FIRM maps, proposed CLOMR boundaries, regulated wetlands and areas where water drains into and out of the subdivision;
6. A drainage report, as set out in section 23-15, Drainage and utilities;
7. A soil suitability report (geotechnical report), as set out in section 23-25, Drainage and utilities, subsection G., Soil suitability report;
8. A current tax certificate(s);
9. Construction plans may be submitted at the option of the applicant;
10. A certification of approval of the plat by planning and zoning commission and city council, as shown in section 23-118, Final plats, subsection C;
11. A statement if parkland will be dedicated or fees-in-lieu of parkland dedication will be paid;
12. Heritage tree survey and a tree preservation plan;
13. All other information necessary to demonstrate compliance with all requirements of the LDC and all other development codes of the city; and
14. Construction plans for any required public improvements may be submitted with the plat or after the approval of the plat but shall be filed and approved prior to the filing of a final plat.

PLAT FEES:

ADMINISTRATIVE PLAT

\$250.00 Plus Review Expense

REGULAR PLAT SUBMITTAL:

***RESIDENTIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

200 Lots or less	\$800.00 plus \$6.00 per lot
More than 200 Lots	\$4.00 per additional lot over 200
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time).

***COMMERCIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

Less than two acres	\$1,000.00
More than Two Acres	\$1,000.00 plus 25.00/additional acre
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time)

OFFICE USE ONLY:

Date received: _____ By: _____

Type of Plat: _____

Description of individual charges:

Total Fee Received: _____ By: _____

Proof of taxes received: _____ Yes If no, explain: _____

PRELIMINARY PLAT MEETINGS:

Pre-submission conference/meeting date: _____

Received Preliminary Plat on _____ by _____

Preliminary plat staff meeting date: _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

FINAL PLAT MEETINGS:

Received final plat on _____ by _____

Reviewed by Staff on _____ by _____

Planning & Zoning meeting date: _____

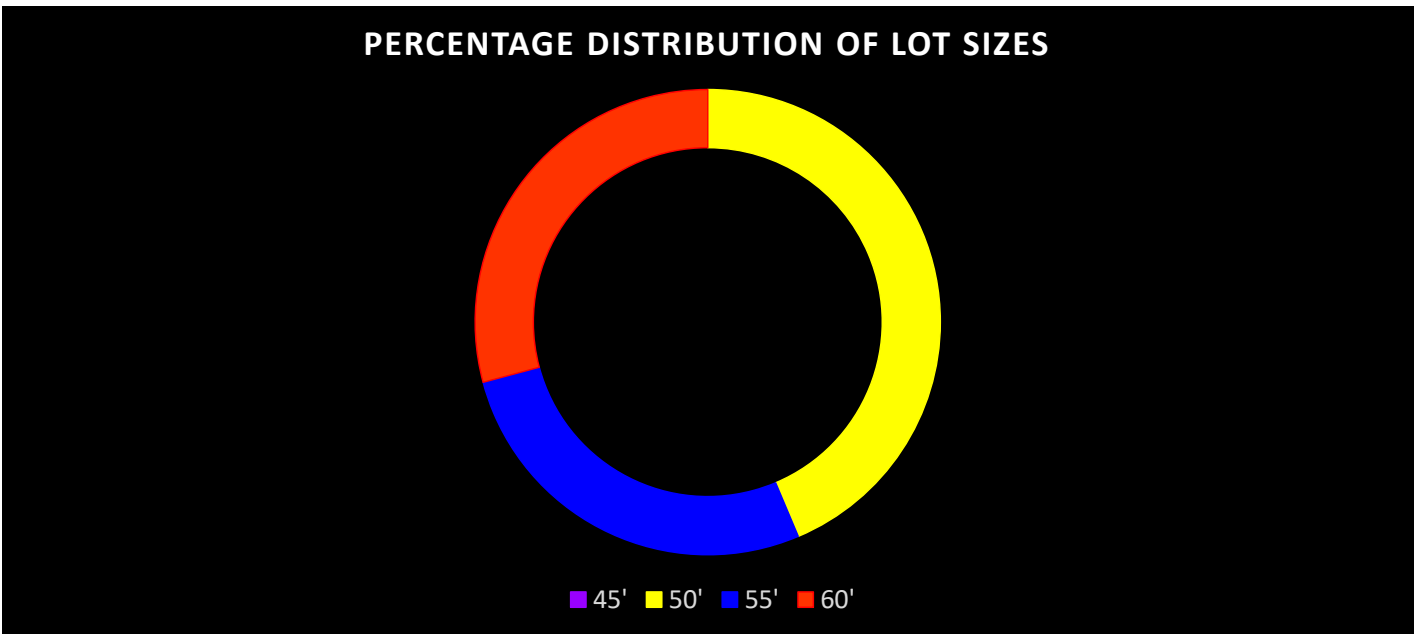
City Council meeting date: _____

Filed with County Clerk on: _____

File-stamped copy to owner/developer on: _____

ASHLAND DEVELOPMENT LOT SIZE QUICK REFERENCE			
DEVELOPMENT SECTION	TOTAL LOTS	LOTS SIZE	QTY OF LOTS BY SZ
SECTION 1	58	50' x 120' 55' x 125'	0 0
SECTION 2	62	60' x 125'	58
SECTION 3	75	50' X 120'	50
SECTION 4	88	55' X 120'	7
SECTION 5	102	60' X 120'	5
SECTION 6	62	50' X 120'	0
MODEL HOME PARK	9	55' X 120'	45
FUTURE SECTIONS	0	60'+ X 120'	30
		50' X 120'	63
		55' X 120'	17
		60' + X 120'	8
		50' X 120'	81
		55' X 120'	10
		60' X 120'	11
		50' X 120'	0
		55' X 120'	45
		60' X 120'	17
		50' X 120'	5
		55' X 120'	0
		60' X 120'	4
		45' X 120'	
		50' X 120'	
		60' X 120'	
	456		456

LOT WIDTH	TOTALS	PERCENTAGES
45'	0	0.00%
50'	199	43.64%
55'	124	27.19%
60'	133	29.17%
	456	100%



50' X 120'
55' X 120'
60' X 120'
60' X 120'

Percent of Total

RIVERWOOD RANCH SECTION 2			
LOT SIZE DISTRIBUTION - 109 LOTS			
FRONTAGE WIDTH	QTY	PERCENT	% TOTALS
35' X > 45'	7	6.42%	6.42%
45'	68	62.39%	68.81%
50'	12	11.01%	79.82%
55'	5	4.59%	84.40%
60'	3	2.75%	87.16%
OTHER	14	12.84%	100.00%
	109		



DEVELOPMENTS IN ANGLETON - INFORMATION REFERENCE - INTERNAL DOCUMENT
 UPDATED 24 Jan 2023

DEVELOPMENT	DEVELOPER	DEVELOPER WEBSITE	INTERSECTION / LOCATION	TOTAL ACREAGE OF DEVELOPMENT	NO. OF LOTS / NO. OF APT UNITS	Occupied Lots/Units	LOT SIZE (FT.)	COST OF HOMES OR RENTAL SPACE (THOUSANDS USD)	Parkland Inlieu Fees Paid	MUD, PID, TIRZ, DA, SPA W/WWWS Agree	STATUS NOTES
CONSTRUCTION IN PROGRESS OR NEARING CONSTRUCTION PHASE											
Green Trails	Benson Development	http://bensondev.com/	Austin Rd - Buchta to the W. & Angleton Blvd to the E.	9.5455	50	50	40 x 125	\$225		PID - yes	CAF are paid individually when construction permits are pulled. Pre-con meeting between builder and project team members and City on 8/5/2020. City required to hire CPA at developer's expense to certify the amounts owed for Dev Advances in quarterly review. Possible action on and ordinance approving the 2022 Annual Assessment Plan Update for the Green Trails Public Improvement District (PID)- Council Agenda 2/15/2023.
Windrose Green	Concourse Development, LLC / Emptor Angleton, LLC	https://concoursedev.com/	ETJ - N. of Henderson, S. of FM 523, E. of Angleton HS	154.582	660 lots	22	40'd, 45, 50	not > \$225		Rancho Isabella MUD approved, W/WW - yes, SPA between City and RIMUD - yes; DA between City and Concourse - yes	3 phases: Preliminary plat for section 2 approved by Council at the Nov 11, 2020 meeting. All excavation completed by Hurtado Construction for mass grading and detention for Phase 1. Phase 1 drainage plan reviewed/approved by ADD. Section 2 Clearing & Grubbing plans approved by HDR. Bond election in May 2021. CAF for 575 homes to be paid to City no later than 10 days after bond delivery (likely July 2021). AS OF 9/21/2021 BONDS HAVE NOT BEEN ISSUED. Currently working out Heritage Tree counts.
Riverwood Ranch	Riverwood Ranch, LLC - Michael Foley	https://www.riverwayproperties.com/	NE of intesection of Downing & Hospital	77.9	318 lots	54	45 X 120 - 131; 50 X 120 - 139; 60 X 120 - 48	\$185 - \$300	\$ 117,875.00	PID - approved, TIRZ - requested by developer	Civil work completed and inspected by City. Deferral on public improvements accepted, which allows recordation of final plat. Final plat recorded on 11 MAR 2021 in advance of receipt of CAF and approval of parks improvement with approval of DS Dir and CM. Initial payment for CAF of \$150k received by City. Project owners have communicated to city staff that they feel the private park improvement within subdivision should preclude them from paying parkland dedication fees-in-lieu. City has communicated requirement for all development fees, including parks fees with project owners, in addition to the need for a development agreement and receipt of development permit application fee. Section 3&4 Construction Plans/Final Plat currently under review P&Z 2/2/2023.
Greystone	Aplin Homes Inc.	https://www.facebook.com/AplinHomes/ (Aplin website down) http://www.aplinhomes.com/	E. side of Valderas between Remington & Manor	38.53	111 lots	14	70 X 120	\$350 - \$650		Requesting CASH PID, DA in progress.	Civil work completed and final acceptance with one-year maintenance bond approved by council agenda on 5/25/2021. Project owner stated he will pursue a PID agreement, however no agreement has been executed between the project owner and City. Plat approved conditionally 8/6/2020. Addressess completed by city. Deeloper notified of need to pay for CAF, Park fees, and development permit application fee. 50% of development permit fee collected in February and permit issued subject to receipt of remaining 50% due before final plat is recorded. City approved payment of second half of development permit due in December 2021.
Rosewood III	Censeo Homes	https://www.censeohomes.com/	Henderson & Downing		22						Completed
Angleton Village (previously known as Brownstone Apts.)	Brownstone Architects/planners	https://thebrownstonegroup.net/	N. side of Henderson, E. of Buchta, W. of Meadowview Ln	14.571	423 apt units possible dependent on approved density	Bldg. 1, 2, 5, 6, Clubhouse				% of units to be subsidized for low mod incomes	Zoning change approved. No construction permits pulled at this time. Preliminary plat approved by Council on 12/8/2020. HDR issued letter of no objection. Development Agreement to go to Council on 23 MAR 2021.
Ash Street "The Cottages"	Censeo Homes		E. Ash and N. Chenango		7		35' x 140'	\$129 - \$159			
Gifford Meadows	Censeo Homes		Gifford and Cemetary	21.93	85	5	45' x 120'	\$125 - \$175	\$ 48,875.00	DA executed 4/13/2021	Censeo anticipates construction beginning early summer. All development fees will need to be paid prior to recordation of final plat, consistent with DA. After drawings are approved Censeo will begin bid process. Re-zoned from C-G to SF in 2017.
Kiber Reserve	Angleton Family Partnership, Ltd.	No known developer website. LinkedIn account: https://www.linkedin.com/in/charles-von-schmidt-65354830/	Surrounded by Orange, Kiber, Downing and Evans	19.84	93 lots	14	50 - 55 X 100 - 109	\$185 - \$210	\$ 48,975.00	DA in progress. Developer requesting PID	CAF and Parkland Ded. FIL were paid in full for phase 1 May 19, 2021. City has inspected punchlist items.
The Reserve (Previously called The Woodlands)	Holigan Communities	http://holigan.com/	ETJ -Front on CR 220	155.47	837 UNITS						Manufactured home site 800+ spaces. Developer drafting development and utility agreements for City review. Not approved by Council
King Subdivision	David King		NW corner of W. Live Oak & N. Erskine	0.8872	8 homes		34.5' x 140'	\$129 - \$159		No agreements	Replatted from 5 lots to accommodate 8 homes on 8 lots. Variance granted by Council on 12/8/2020 to exclude sidewalks. Homes in construction.
PROPOSED DEVELOPMENTS - NO CONSTRUCTION STARTED											

Austin Colony	Wayne "Sandy" Rea		N. of Anchor Rd. E. of CR 44	164.5	566	0	50 ft wide, 100 55 ft wide, 215 60 ft. wide, 251		\$ 70,000.00	PID, DA	Developer has pending PD#3 Amendment; Lots 566
Anderson Place	John and Bobby Weaver		Development surrounded by E. Cemetery Rd., S. Anderson St., Grove St., & Southside Dr.	4.8764	18 SFHs		60' x 175'	\$200 - \$275		DA in progress; developer requesting PID	Developer met with City concerning sewer line and tie-in. Previous project owner sold. City to install water sewer taps @ no addl cost to developer if individ lots are sold for 16 residential homes. No further submittals as of this update.
Whispering Pines	Riverway Properties - Michael Foley	https://www.riverwayproperties.com/	E. of Heritage Oaks, W. of Gambit Battery Park	28.203	79 SFHs	0	65' X 130' - 195' & 70'+ X 120'+				Concept Plan approved by P&Z on 1/10/2023; Pending Council agenda for 1/24/2023.
Bayou Bend	Clint Peltier	979.481.4840	S. of Henderson Rd., E. of Buchta	15.872	36	1	60' x 125'		\$ 20,700.00		
Stasney Ranch	Signorelli Company	https://www.signorellicompany.com/	ETJ - S. of FireFights RD, N. of 35, W. of 288	331	TOTAL: 1,100 SF -734, MF-310, TH-113, MHP 12, Total Res.=1169 + 33 ac com	Future	Proposed: QTY 72 30' x 120', QTY 464 40' x 120, QTY 355 50' x 120'	\$180 - \$275, Average of \$225K+		Will attempt to create MUD	Developer projecting home sales to begin Spring 2022. Joe Grobowshi from Signorrelli Dev Co. said no contract on property at this time. MUD 76 pending approval. Presented to P&Z on 12/3/2020 and to Council on 12/8/2020. Proposed site to include space for Elementary school and approx 17 acres of parks space. No plan for direct access to HWY 288.
Amber Ridge Apartments	VCZ Land Company, LLC	N/A	Behind Spec's off Velasco								"RESOLUTION BY THE CITY OF ANGLETON IN SUPPORT OF A HOUSING TAX CREDIT APPLICATION FOR THE AMBER RIDGE APARTMENTS, LP" Resolution 20200211-009 Passed. Developer submitted application for 9% Low Income Housing Tax Credit with TX Dep of Housing & Community Affairs (Pending New Application/Council agenda 1/24/2023)
Henderson Apartments	Freedom Eagle Capital Group, LLC.	No website. TX taxpayer No.: 32043857716	E. Henderson Rd.	4.9872	120 units						Project owner, Al Karani, met with City on 7/22/2020 requested a 380 agreement, however City staff could not justify a 380 for zoned residential apt complex. Instructed owner to find justification for how the development would bring commerce/jobs to Angleton. Paid CAF study \$4000, Paid
Mulberry Landing	CastleRock Communities	https://c-rock.com/	E. side of 288 from 35 S. to entrance to 288	96.89	450 Lots		40 X 115, 4,600 sf min.	\$180 - \$250		MUD 78 approved DA, SPA, W & WW Agreement	Brian with CastleRock said that the project is being held up by securing mineral rights
Elm Estates	Clint Peltier								\$ 17,250.00		
Angleton Park Place	Mike Morgan / Baker & Lawson		Southeast of Gifford & Phillips Intersection		71 Lots	0					Manufactured home site 81+ spaces. Developer drafting development and utility agreements for City review. Currently working with Eng./Staff/County to gain full approval of right of way agreements.
Palmetto Creek	Cove Matrix Developers	http://covematrix.com/	ETJ - N. or HWY 35 Bypass; nearest int: 523 & Airline Rd.	196	5 sections, 816 lots		45 x 125				Agreements in progress for execution (as of May 2019): DA, SPA, W/WW. Behind on proposed timeline. Initially stated they would open home sales by summer 2020. Met ith DAWG in Nov 2020.

MAY NOT MATERIALIZE

ACRONYM	MEANING
MUD	Municipal Utility District
TIRZ	Tax Increment Reinvestment Zone
PID	Public Improvement District
DA	Developer Agreement
W/WW	Water/Wastewater, Sewer
SPA	Strategic Partnership Agreement



DEV

DEVELOPMENT	DEVELOPER	DEVELOPER WEBSITE
IN CONSTRUCTION		
Green Trails	Benson Development	http://bensondev.com/
Windrose Green	Concourse Development, LLC / Emptor Angleton, LLC	https://concoursedev.com/
Kiber Reserve	Angleton Family Partnership, Ltd.	No known developer website. LinkedIn account: https://www.linkedin.com/in/charles-von-schmidt-65354830/
Riverwood Ranch	Riverwood Ranch, LLC	https://www.riverwayproperties.com/
Angleton Villas (previously known as Brownstone Apts.)	Brownstone Architects/planners	https://thebrownstonegroup.net/
Greystone	Aplin Homes Inc.	https://www.facebook.com/AplinHomes/ (Aplin website down) http://www.aplinhomes.com/
Rosewood III	Censeo Homes	https://www.censeohomes.com/
Ash Street "The Cottages"	Censeo Homes	https://www.censeohomes.com/
Gifford Meadows	Censeo Homes	https://www.censeohomes.com/
King Subdivision	David King	
Heritage Oaks Section 7	Chris Peltier	
PROPOSED DEVELOPMENTS		
Angleton Park Place	Mike Morgan	

Anderson Place	John and Bobby Weaver	
Austin Colony	Wayne "Sandy" Rea	
Bayou Bend	Clint Peltier	
ASHLAND (ETJ)	ASHTON GRAY	
Mulberry Fields	Corey Boyer	

DEVELOPMENTS NEARING CONSTRUCTION - FOR PUBLIC
UPDATED 13 June 2023

INTERSECTION / LOCATION	TOTAL ACREAGE OF DEVELOPMENT	NO. OF LOTS / NO. OF APT UNITS
Austin Rd - Buchta to the W. & Angleton Blvd to the E.	9.5455	50
ETJ - N. of Henderson, S. of FM 523, E. of Angleton HS	154.582	660 lots
Surrounded by Orange, Kiber, Downing and Evans	19.84	93 lots
NE of intesection of Downing & Hospital	77.9	318 lots
N. side of Henderson, E.of Buchta, W.of Meadowview Ln	14.571	423 apt units possible dependent on approved density. 3-story buildings
E. side of Valderas between Remington & Manor	38.53	111 lots
Henderson & Downing		21
E. Ash and N. Chenango		7
Gifford and Cemetary	21.93	85
NW corner of W. Live Oak & N. Erskine		8 homes
South of Lakeside Park, along Oak Ridge Drive	19.693	34
Phillips & Terminus of Gifford Rd.	16.73	85

Development surrounded by E. Cemetary Rd., S. Anderson St., Grove St., & Southside Dr.	4.8764	18 SFHs
N. side of Anchor Road and CR 44		565 SFHs
S. of Henderson Rd., E. of Buchta	15.872	36
CR 523 @ FM 521	879 ACRES	2,487
W. Mulberry at N. Walker St.	13 Acres	44 lots

C DISSEMINATION

LOT SIZE (FT.)	COST OF HOMES OR RENTAL SPACE (THOUSANDS USD)
40 x 125	\$225
40'd, 45, 50	not > \$225
50 - 55 X 100 - 109	\$185 - \$210
45 X 120 - 131; 50 X 120 - 139; 60 X 120 - 48	\$185 - \$300
70 X 120	\$350 - \$650
35' x 140'	\$129 - \$159
45' x 120'	\$125 - \$175
34.5' x 140'	\$129 - \$159

60' x 175'	\$200 - \$275
60' x 125'	
60' +	

STATUS NOTES
CONSTRUCTION IN PROGRESS. 50 lots complete.
3 phase project. Phase 1 civil completed. Total build-out expected to be 649 homes. 37 Homes Occupied.
2 phase development. Civil work (water, wastewater, roads) completed for section 1. 20 homes out of 93 completed.
3 phase project. Civil work complete for Phase 1. Deferral on public improvements accepted. Section 3/4 Construction Plans submitted. Final Plat submitted P&Z 2/2/2023. 60 homes out of 351 Completed.
Re-zone approved. Preliminary plat approved by Council on 12/8/2020. Civil work begun in April 2021.
Civil work completed and public improvement acceptance (final) approved by Council 5/25/2021. Plat approved conditionally 8/6/2020. 21 Homes Occupied
Construction completed.
Construction complete; all homes sold. 2 sizes: 1300 sq. ft. and 1000 st. ft. Driveways in back in alleyway.
Civil construction in progress. 14 homes out of 85 Complete.
7 homes complete/occupied. . Preliminary replat of Block 1 of D.B. Jamison addition. Replatting from 5 lots to accommodate 8 homes on 8 lots. Variance granted by Council on 12/8/2020 to exclude sidewalks.
Civil work completed. 8 out of 34 lots occupied. Homes to be built by Anglia.
Pending DA & Final Plat Approval for Phase 1.

Historical tree preservation plan needs work. 0 Occupied out of 18 lots.
Amendment approved by Council 1/10/2023; Austin Colony Blvd. changed to a local street with houses fronting. Phase 1 to begin in 90 days. 0 Homes Occupied.
11 Homes Occupied (out of 36 lots)
PENDING DA APPROVAL. 0 HOMES OCCUPIED.
Pending Construction, 0 homes Completed.

Existing - Current Water System						Proposed - In Design or Construction (Freedom Park and Southside EST)	
Facility Type	Total Capacity	TCEQ Criteria	Min. Requirement	Surplus	Additional Connections	Capacity Increase	Additional Connections
Booster Pumps	5,100 gpm	110 Gal/Capita/day 3 person/Conn. 2.125 PHF	4,290 gpm	810 gpm	1,662	750 gpm	1,540
Total Storage	3,450,000 Gal	200 Gal/Connection	1,762,000 Gal	1,688,000 Gal	8,440	300,000 Gal (250,000+ 50,000)	1,500
Elevated Storage	1,000,000 Gal	100 Gal/Conn.	881,000 Gal	119,000 Gal	1,190	250,000 Gal	2,500
Water Supply	4,100 gpm	0.37 gpm/conn.	3,260 gpm	840 gpm	2,270	1,000 gpm	2,700

Total City Connections (base)

Additional Connections available based on limitation from Booster Pump Capacity

Identified connections in "INTERNAL Summary" tab =

Remaining connections available =

Total Surplus Connections (Existing + proposed)	Proposed - Change Boosters at Plant #3 to 3- 1,000 GPM (Discussed end of May 2021)		Total Surplus Connections (Existing + proposed)
	Capacity Increase	Additional Connections	
3,200	300 gpm	615	3,815
9,940			9,940
3,690			3,690
4,970			4,970

8810 8810

3200 Lintied EST 3690

3017 3017

183 673 (limited by EST Capacity)

Commercial Uses/Permits & Certificate of Occupancies Issued			Issue Date
---	--	--	------------

Puerto Vallarta (old LaCasona)	1708 N. Velasco	Pending Interior Permit Subr	TBD
Warehouses	2151 CR220	Permit issued/In progress	TBD
The Social (Bar)	201 N. Velasco St.	In Progress	TBD
Seven Souls Tattoo	117 W. Myrtle St.	Pending Final SUP/CC/Occup	15-Feb-23
Why Not Bingo/Ten Pin Bc	1040 South Velasco	Pending Final SUP/CC/Occup	15-Feb-23
The Crust Pizzeria	113 W. Myrtle St.	Commer Permit Pending	
Craw Seafood	500 S. Velasco	CO	12/1/2022
Panache (Business)	120 E. Plum St.	TOC	3-Jan-23
Grandpa Mikes Kitchen	1104 E. Mulberry St. Ste. G	Mobile Vendor	2-Feb-23
Stewart Packaging	2829 S. Velasco St.		1-Feb-23
Brazoria County EOC	130 W Live Oak		11-Apr-23
County Seat Barbershop	510 E. Mulberry	Plat under Review	6-Feb-23
	1705 E. Henderson Bldg. 2		27-Sep-22
Clubhouse- Brownstone C	1705 E. Henderson Clubho	T.O.C.	19-Sep-22
Prosperity Bank	130 W. Mulberry		7-Sep-22
	1705 E. Henderson Building 1		7-Sep-22
Sonic	1301 N. Velasco	New Ownership	24-Aug-22
	1203A N VELASCO ST		23-Aug-22
	1705 E. Henderson Building 6		18-Aug-22
Starbucks	1203A N. Velasco		17-Aug-22
Angleton ISD Transportati	1910 N Downing Rd		3-Aug-22
Angleton High School CTE	3 Campus TOC	T.O.C.	15-Jul-22
Rock's Donuts	1240 E Mulberry		



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023

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

AGENDA CONTENT: Discussion and possible action on a Final Plat for Ashland Section 1.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: None

EXECUTIVE SUMMARY: This is a request for approval of the Ashland Section 1 Final Plat. The subject property consists of 17.02 acres and has 58, 60' X 120' lots, Four Reserves in Three Blocks located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523. The development is subject to and is in compliance with the development agreement with the city.

The preliminary plat for Ashland Section 1 was approved September 2022. A revised preliminary plat for Ashland Section 1 was approved in August 2023.

STAFF REVIEW:

The City Engineer has reviewed the submitted Final Plat for Ashland Section 1 and at this time comments have not been addressed by the applicant. Responses to the City Engineer comments are expected to be completed prior to City Council consideration for approval.

The City Engineering has stipulated:

General

1. Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73. This includes Brazoria County approval for the proposed subdivision abutting FM 521.

Sheet 1 of 2

1. Provide a note on the plat to restrict driveway access to FM 521 and Ashland Blvd.
2. Show total utility easement provided; however, where the 7.5' U.E. is shown outside plat, provide notation with the applicable plat where the U.E. is being dedicated.
3. Notate radius of all street knuckles shown.
4. At least one corner referencing a survey (abstract) corner per Angleton LDC Sec. 23-117 B.1.a.

5. Verify and update total reserves shown. Four reserves are shown on this plat and on the preliminary plat
6. Verify and update total lots shown. 58 lots were provided on the preliminary plat.
7. Provide a street table noting the street name, length (centerline), and street type of all proposed public streets
8. Provide a Lot and Block table as provided in the Preliminary Plat
9. Update FEMA Firm Map shown: 48039C430K.
10. Verify and include Reserve D in Note 17.
11. Show adjacent floodplain information on the final plat.
12. Need to define incidental utility purposes on the plat.
13. Use black/monochrome text on the plat and update colored text.

Sheet 2 of 2

1. Provide the metes and bounds legal description on the plat. Show bearing from commencement point to monument on plat drawing.
2. Move signature block closer to the Owner's Acknowledgement.

Local Government Code (LGC) Section 212.005 "Approval by Municipality Required," states: The municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies all applicable regulations."

RECOMMENDATION:

The City Council should approve the Final Plat for Ashland Section 1 conditioned on final City Engineer approval and provided the approval is granted by other referral agencies.



November 7, 2023

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

Re: On-Going Services
Ashland Section 1 Final Plat – 2nd Submittal Review
Angleton, Texas
HDR Job No. 10361761

Dear Mr. Spriggs:

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

General

1. Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73. This includes Brazoria County approval for the proposed subdivision abutting FM 521.

Sheet 1 of 2

1. Label adjacent floodplain information and show west right of way line off FM 521 on the final plat.
2. Update street type to match current thoroughfare designations (e.g. local, collector, arterial).
3. Verify and include Homeowners Association in plat note 17. Once annexed, the City will not maintain the landscape areas unless otherwise noted in agreement.
4. Provide a note on the plat to restrict driveway access to FM 521 and Ashland Blvd. This includes reserves.

Sheet 2 of 2

1. Show these courses on the plat drawing as noted on review PDF (commencing courses).
2. Bearing information on all courses (N,S) does not match line and curve tables (Typical).

The proposed plat is incomplete. We are unable to complete the review until the recommended corrections/changes are made and the additional information requested is submitted. HDR recommends that the Ashland Section 1 Final Plat be Revised and Resubmitted.

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

Sincerely,

HDR Engineering, Inc.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10361761/10336228)

Attachments

RESTRICTED RESERVE A
Restricted to Open Space,
Landscape, Incidental
Utility Purposes Only
0.19 AC
8,124 Sq. Ft.

RESTRICTED RESERVE B
Restricted to Open Space,
Landscape, Incidental
Utility Purposes Only
0.25 AC
10,972 Sq. Ft.

RESTRICTED RESERVE C
Restricted to Open Space,
Landscape, Incidental
Utility Purposes Only
1.11 AC
48,225 Sq. Ft.

RESTRICTED RESERVE D
Restricted to Open Space,
Landscape, Incidental
Utility Purposes Only
0.34 AC
14,952 Sq. Ft.

Table with 3 columns: LINE BEARING, DISTANCE, LINE BEARING, DISTANCE, LINE BEARING, DISTANCE. Contains 22 rows of survey data for various lines (L1-L22).

Label adjacent
floodplain information
and show west right
of way line off FM
521 on the final plat

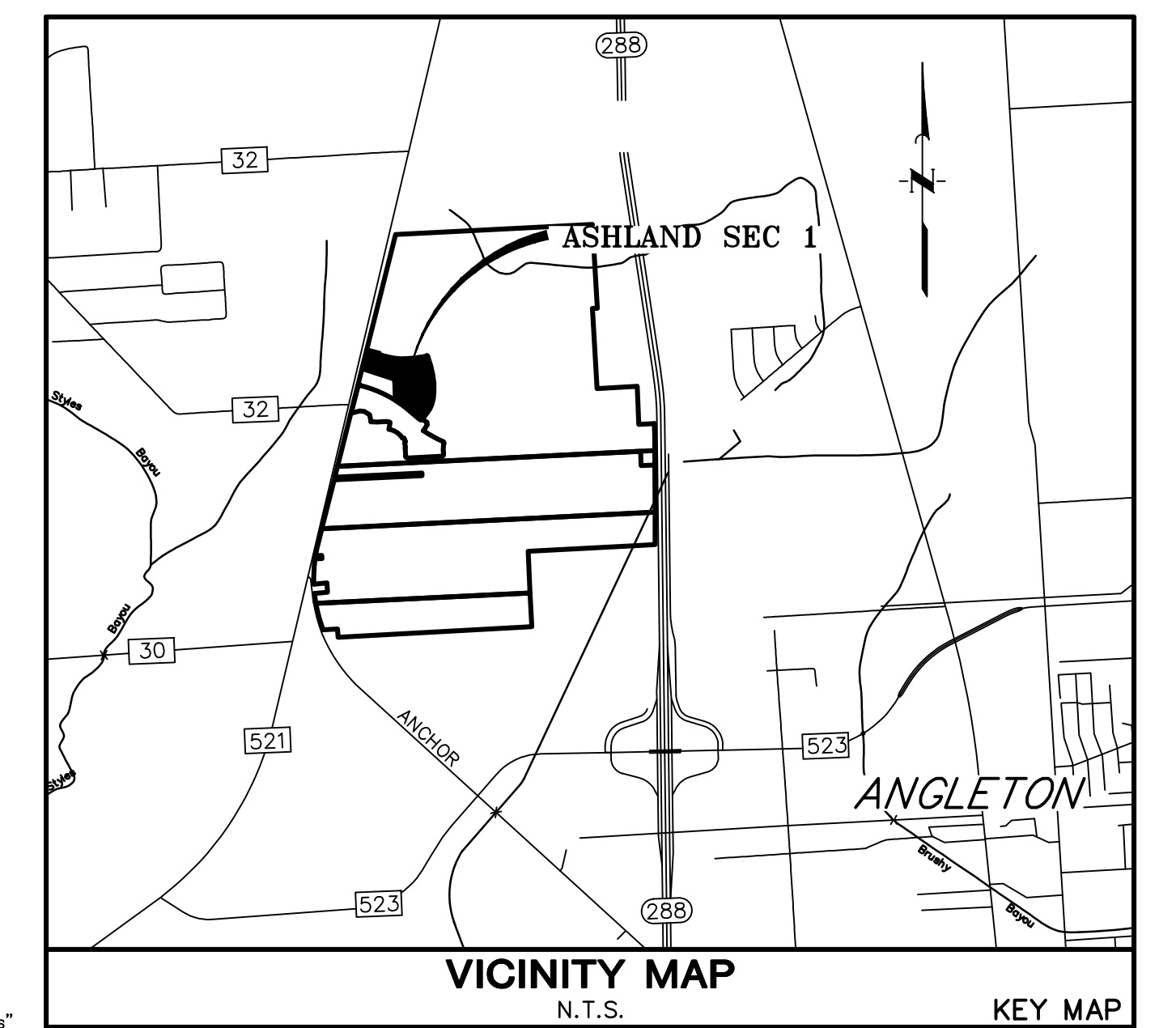
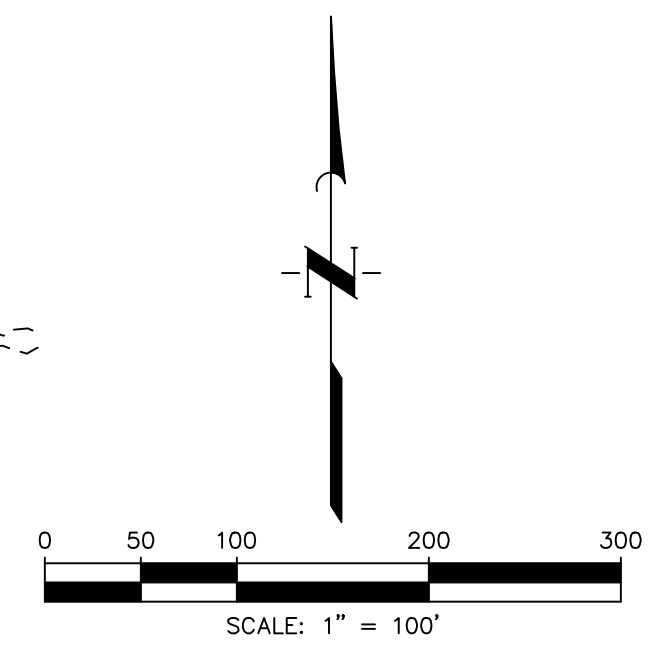
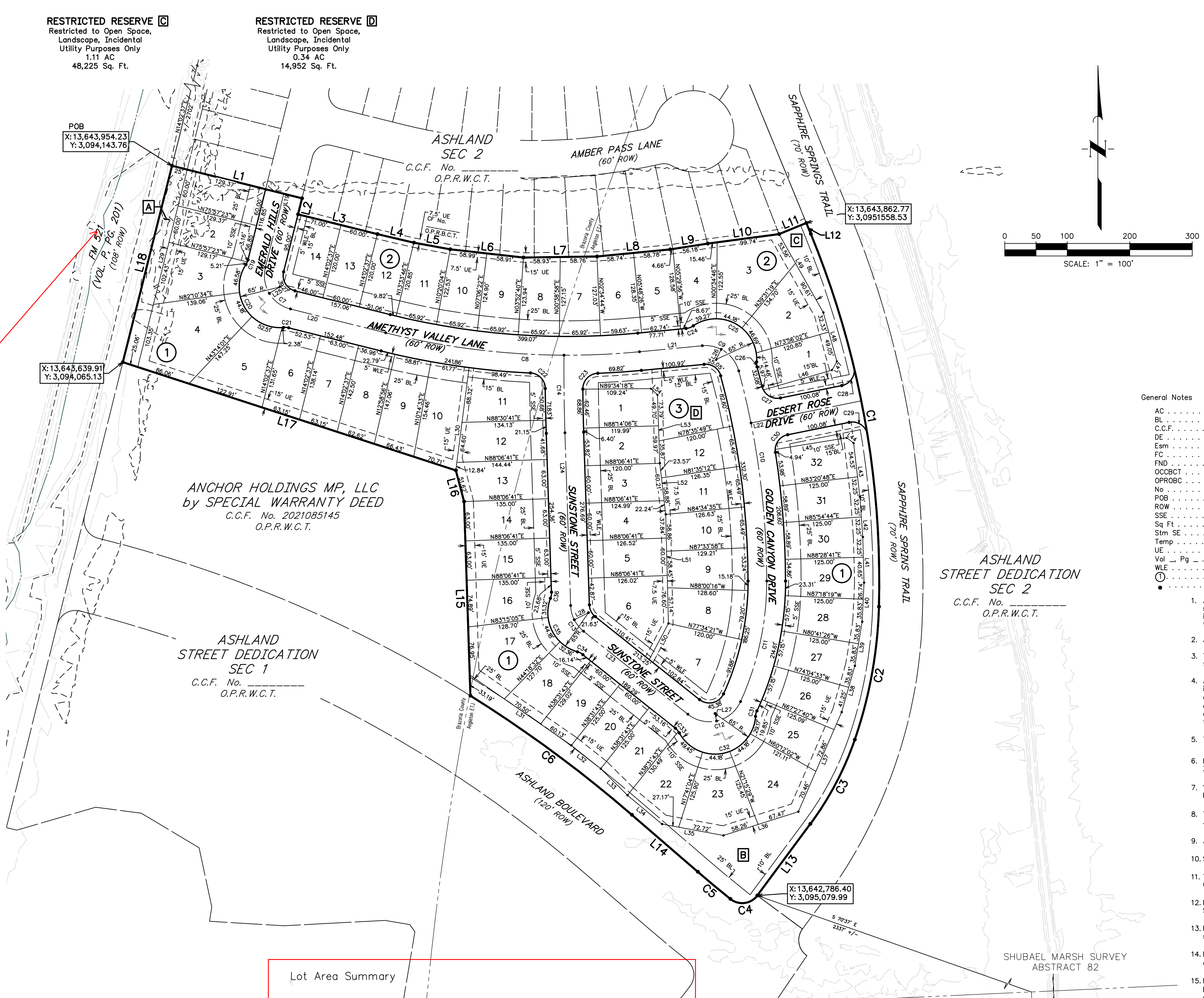
CURVE TABLE with columns: CURVE, RADIUS, DELTA ANGLE, ARC LENGTH, CHORD BEARING, CHORD LENGTH, TANGENT. Contains 24 rows of curve data.

CURVE TABLE with columns: CURVE, RADIUS, DELTA ANGLE, ARC LENGTH, CHORD BEARING, CHORD LENGTH, TANGENT. Contains 12 rows of curve data.

Update street type to match
current thoroughfare
designations (e.g. local,
collector, arterial)

Table with 3 columns: Street Name, Length (Centerline), Type. Lists streets like Emerald Hills Drive, Amethyst Valley Lane, Golden Canyon Drive, Sunstone Street, Dessert Rose Drive.

Lot Area Summary table with 4 columns: Block 1, Block 2, Block 3. Each block has 17 rows of lot numbers and square footages.



- General Notes: AC - Acres, BL - Building Line, C.C.F. - County Clerk's File, DE - Drainage Easement, Esm - Easement, FC - Film Code, FND - Found, OCOCBT - Official County Clerk, Brazoria County, Texas, OPROBC - Official Public Records of Brazoria County, No. - Number, POB - Point of Beginning, ROW - Right-of-Way, SSE - Sanitary Sewer Easement, Sq Ft - Square Feet, Strm SE - Storm Sewer Easement, Temp - Temporary, UE - Utility Easement, Vol. Pg. - Volume and Page, WLE - Waterline Easement, (Symbol) - Block Number, (Symbol) - Set 3/4-inch Iron Rod with Cap Stamped "Quiddity" as Per Certification.
- 1. A one-foot reserve (1' reserve) has been dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the title fee thereto shall revert to and rest in the dedicator, his heirs, assigns or successors.
- 2. All building lines along street rights-of-way are as shown on the plat.
- 3. The Coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and have a combined scale factor 0.999870017.
- 4. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
- 5. There are pipelines or pipeline easements within the platted area shown hereon.
- 6. HORIZONTAL DATUM: All bearings are referenced to the Texas Coordinate system, North American datum of 1983 (nad83), South Central Zone.
- 7. VERTICAL DATUM: All elevations are referenced to the North American Vertical Datum of 1988 (navd88), Geoid 12b, based on Allterra's RTK Network, Stations HAGS_1012 and HCOG_14012.
- 8. These tracts lie within Zone "X" and Zone "X-Shaded" of the Flood Insurance Rate Map, Community No. 485458, Map Number 48039C0430K, Panel 430, Suffix "K" dated December 30, 2020, for Brazoria County, Texas and incorporated areas.
- 9. All drainage easements shown hereon shall be dedicated to the public and shall be maintained by the MUD.
- 10. Sidewalks shall be constructed in accordance with the Development Agreement between the City of Angleton, Texas and Developer.
- 11. This subdivision shall be serviced by the following providers: Brazoria County Mud #82, Centertop, Texas New Mexico Power, and Centric Gas & Fiber.
- 12. Notice: Selling a portion of this addition by metes and bounds is a violation of the Unified Development Code of the City of Angleton and State platting statutes and is subject to fines and withholding of utilities and building permits.
- 13. Notice: Plat approval shall not be deemed to or presumed to give authority to violate, nullify, void, or cancel any provisions of local, state, or federal laws, ordinances, or codes.
- 14. Notice: The applicant is responsible for securing any Federal permits that may be necessary as the result of proposed development activity. The City of Angleton is not responsible for determining the need for, or ensuring compliance with any Federal permit.
- 15. Notice: Approval of this plat does not constitute a verification of all data, information and calculations supplied by the applicant. The Engineer of Record or Registered Public Land Surveyor is solely responsible for the completeness, accuracy and adequacy of his/her submittal whether or not the application is reviewed for code compliance by the City Engineer.
- 16. Notice: All responsibility for the adequacy of this plat remains with the engineer or surveyor who prepared them. In approving these plans, the City of Angleton must rely on the adequacy of the work of the Engineer and/or surveyor of record.
- 17. Reserves A, B, C, and D shall be owned and maintained by the Brazoria County MUD No. 82
- 18. Incidental Utilities are including but not limited to the underground utility services.

Verify and include Home Owners
Association in plat note 17. Once
annexed, the City will not maintain the
landscape areas unless otherwise noted
in agreement.

Unresolved
comment:
Provide a note on
the plat to restrict
driveway access
to FM 521 and
Ashland Blvd

ASHLAND SEC 1

A SUBDIVISION OF 17.02 ACRES OF LAND
OUT OF THE
SHUBAEL MARSH SURVEY, A-82
BRAZORIA COUNTY, TEXAS

58 LOTS 4 RESERVES 3 BLOCKS

NOVEMBER 2023

OWNER
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD
SUITE 102
SUGAR LAND, TEXAS 77478
281-912-3364

PLANNER
META PLANNING AND DESIGN
24275 KATY FREWAY
SUITE 200
KATY, TEXAS 77494
281-810-1422

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quality Engineering, LLC
Treas. Board of Professional Engineers and Land Surveyors
Registration Nos. F-23790 & 10040100
1229 Corporate Drive, Suite 100 • Houston, TX 77062
281-342-2033

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT _____ acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Ashland Sec 1, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision.

The City and Angleton Drainage District will not be responsible for the maintenance and operation of easement or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion.

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

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

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Owner
Duly Authorized Agent

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

Print Name

My commission expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

That I, Steve Jares, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

Steve Jares
Registered Professional Land Surveyor
Texas Registration No. 5317

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

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

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

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 17.02 acre tract of land situated in Shubael Marsh Surveys, Abstract Nos. 81 & 82 in Brazoria County, Texas, being out of a called 469.08 acre tract conveyed to Anchor Holdings MP, LLC by Special Warranty Deed recorded in Clerk's File No. 202108945 of the Official Public Records of Brazoria County (OPRBC); said 17.02 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING at a found concrete monument for the northwest corner of said 469.08 acre tract, common with the southwest corner of a called 2.97 acre tract of land conveyed to James W. Northrup & Deborah Northrup by Warranty Deed with Vendor's Lien recorded in Clerk's File No. 01-008056 of the Official Records of Brazoria County (ORBC), being in the east line of F.M. Highway 521 recorded in Volume P, Page 201.

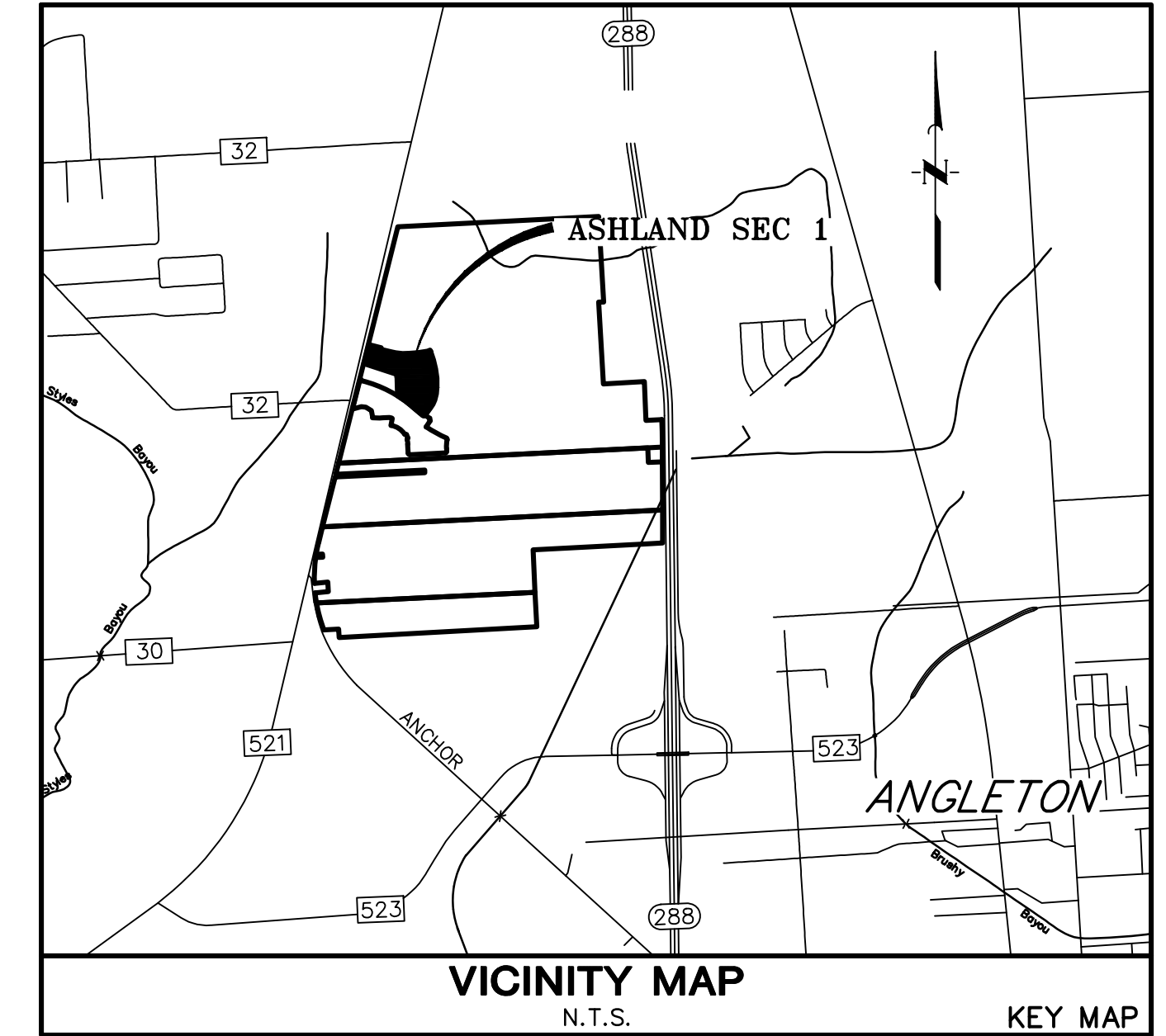
THENCE, South 14°02'37" West, along the east line of said F.M. Highway 521, 2702.30 feet to the POINT OF BEGINNING of the herein described subject tract; THENCE, over and across said 469.08 acre tract the following twenty three (23) courses and distances:

- 1. South 75°57'23" East, 214.38 feet to a point for corner;
2. South 14°02'37" West, 26.43 feet to a point for corner;
3. South 75°57'23" West, 131.00 feet to a point for corner;
4. South 76°48'30" East, 59.87 feet to a point for corner;
5. South 79°40'46" East, 59.08 feet to a point for corner;
6. South 83°34'43" East, 117.91 feet to a point for corner;
7. North 89°09'01" East, 117.69 feet to a point for corner;
8. North 84°32'11" East, 117.51 feet to a point for corner;
9. North 81°08'49" East, 60.84 feet to a point for corner;
10. North 82°25'29" East, 115.20 feet to a point for corner;
11. North 67°42'34" East, 47.25 feet to a point for corner;
12. South 22°17'26" East, 18.96 feet to a point for corner marking the beginning of a tangent curve to the right;
13. Along the arc of said tangent curve to the right, having a radius of 1465.00 feet, a central angle of 23°53'41", an arc length of 610.97 feet, and a long chord bearing South 10°20'36" East, with a chord length of 606.55 feet to a point for corner marking the beginning of a compound curve to the right;
14. Along the arc of said compound curve to the right, having a radius of 715.00 feet, a central angle of 17°23'49", an arc length of 217.10 feet, and a long chord bearing South 10°18'10" West, with a chord length of 216.27 feet to a point for corner marking the beginning of a compound curve to the right;
15. Along the arc of said compound curve to the right, having a radius of 500.00 feet, a central angle of 17°32'37", an arc length of 153.10 feet, and a long chord bearing South 27°46'22" West, with a chord length of 152.50 feet to a point for corner;
16. South 36°32'41" West, 142.60 feet to a point for corner marking the beginning of a tangent curve to the right;
17. Along the arc of said tangent curve to the right, having a radius of 30.00 feet, a central angle of 92°14'59", an arc length of 48.30 feet, and a long chord bearing South 82°40'10" West, with a chord length of 43.25 feet to a point for corner marking the beginning of a compound curve to the right;
18. Along the arc of said compound curve to the right, having a radius of 1940.00 feet, a central angle of 02°00'36", an arc length of 68.06 feet, and a long chord bearing North 50°12'02" West, with a chord length of 68.05 feet to a point for corner;
19. North 49°11'44" West, 142.96 feet to a point for corner marking the beginning of a tangent curve to the left;
20. Along the arc of said tangent curve to the left, having a radius of 2060.00 feet, a central angle of 08°50'10", an arc length of 317.69 feet, and a long chord bearing North 53°36'49" West, with a chord length of 317.38 feet to a point for corner;
21. North 01°53'19" West, 311.02 feet to a point for corner;
22. North 14°45'48" West, 51.62 feet to a point for corner;
23. North 71°59'47" West, 560.10 feet to a point for corner in the east line of said F.M. Highway 521;

THENCE, North 14°02'37" East, 324.05 feet, along the east line of said F.M. Highway 521, to the POINT OF BEGINNING, CONTAINING 17.02 acres of land in Brazoria County, Texas.

Bearing information on all courses (N.S) does not match line and curve tables. (Typical)

Show these courses on the plat drawing (commencing courses).



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

Chairman, Planning and Zoning Commission

City Secretary

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

Mayor

City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ___ day of _____, 20____, by

Name

Title

On behalf of the Notary Public, State of Texas

ASHLAND SEC 1

A SUBDIVISION OF 17.02 ACRES OF LAND OUT OF THE SHUBAEL MARSH SURVEY, A-82 BRAZORIA COUNTY, TEXAS

58 LOTS 4 RESERVES 3 BLOCKS NOVEMBER 2023

OWNER ANCHOR HOLDINGS MP LLC 101 PARKLANE BOULEVARD SUITE 102 SUGAR LAND, TEXAS 77478 281-912-3364

PLANNER META PLANNING AND DESIGN 24275 KATY FREEWAY SUITE 200 KATY, TEXAS 77494 281-810-1422

ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quality Engineering, LLC Registration Nos. F-23290 & 10040300 1229 Corporate Drive, Suite 100 • Houston, TX 77471 • 281.342.2033



APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 8/30/2023

TYPE OF PLAT APPLICATION

ADMINISTRATIVE		PRELIMINARY		FINAL
MINOR <input type="checkbox"/>		RESIDENTIAL <input type="checkbox"/>		RESIDENTIAL <input checked="" type="checkbox"/>
AMENDING/REPLAT <input type="checkbox"/>		COMMERCIAL <input type="checkbox"/>		COMMERCIAL <input type="checkbox"/>

Address of property: 26299 FM 521 Angleton, TX 77515

Name of Applicant: John Alvarez Phone: _____

Name of Company: Quiddity Engineering Phone: 513.441.9493


E-mail: jalvarez@quiddity.com

Name of Owner of Property: Anchor Holdings MP, LLC

Address: 101 Parklane Blvd, Ste 102 Sugarland, TX 77478

Phone: 281.912.3364 E-mail: shaun@ashtongraydev.com

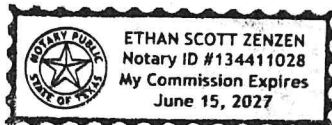
I HEREBY REQUEST approval of the preliminary and final plat of the subject property according to the plans which are submitted as a part of this application. I HEREBY AUTHORIZE the staff of the City of Angleton to inspect the premises of the subject property. I HEREBY SWEAR AND AFFIRM that all statements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

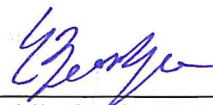
Signature of Owner or Agent for Owner (Applicant) 

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 31st day of August, 2023.

(SEAL)




Notary Public for the State of Texas
Commission Expires: 6/15/2027

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

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

I swear that I am the owner of (indicate address and/or legal description) 26299 FM 521 Angleton, TX 77515

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

CF No. 2021085145

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

NAME OF APPLICANT: John Alvarez

ADDRESS: 3100 Alvin Devane Blvd #150, Austin, TX 78741

APPLICANT PHONE # (512) 441-9493 E-MAIL: jalvarez@quiddity.com

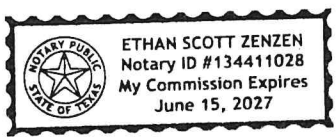
PRINTED NAME OF OWNER: Anchor Holdings MP, LLC

SIGNATURE OF OWNER: [Signature] DATE: 8/31/2023

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 31 day of August, 2023.

(SEAL)



[Signature] Notary Public for the State of Texas Commission Expires: 6/15/2027

PROJECT SUMMARY FORM

Address of property 26299 FM 521 Angleton, Texas 77515

The subject property fronts 324' feet on the east side of FM 521

Depth: 1,130' Area: 17.02 Acres: 741,391 square feet

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

The purpose of the plat approval is to be able to have an accurate representation of the design that Quiddity plans to construct and record with the plat

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

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

Name: John Alvarez Date: 9.26.2023

SUBMITTAL REQUIREMENTS

Land Development Code, Chapter 23 §117 – Preliminary Plats

https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH23LADECO_APXAPLLASULI_SUBAPPEN_DIX_A-1PLCE_S23-117PRPL

SUBMITTAL REQUIREMENTS. THE FOLLOWING INFORMATION SHALL BE FILED:

1. A completed application form and application fee;
2. One full size, 24-inch × 36-inch, paper copy of the plat (prepared consistent with §117.B) and a .pdf file of the same and one paper copy and electronic copy of all items submitted in support of the plat;
3. A preliminary utility plan showing all existing and proposed utilities;
4. A TIA, if the development meets the threshold requirements set out in section 23-24, Traffic impact analysis (TIA). If a TIA is required, the applicant shall meet with the city engineer and a TXDOT representative (if applicable) in advance of the submittal to define the TIA parameters. An incomplete or deficient TIA shall constitute grounds to find a plat to be incomplete, or to deny the plat;
5. Utility and drainage reports with adequate information to determine conformity with the utility and drainage requirements of this LDC. Physical features, including the location and size of watercourses, 100-year floodplains per FIRM maps, proposed CLOMR boundaries, regulated wetlands and areas where water drains into and out of the subdivision;
6. A drainage report, as set out in section 23-15, Drainage and utilities;
7. A soil suitability report (geotechnical report), as set out in section 23-25, Drainage and utilities, subsection G., Soil suitability report;
8. A current tax certificate(s);
9. Construction plans may be submitted at the option of the applicant;
10. A certification of approval of the plat by planning and zoning commission and city council, as shown in section 23-118, Final plats, subsection C;
11. A statement if parkland will be dedicated or fees-in-lieu of parkland dedication will be paid;
12. Heritage tree survey and a tree preservation plan;
13. All other information necessary to demonstrate compliance with all requirements of the LDC and all other development codes of the city; and
14. Construction plans for any required public improvements may be submitted with the plat or after the approval of the plat but shall be filed and approved prior to the filing of a final plat.

PLAT FEES:

ADMINISTRATIVE PLAT

\$250.00 Plus Review Expense

REGULAR PLAT SUBMITTAL:

***RESIDENTIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

200 Lots or less	\$800.00 plus \$6.00 per lot
More than 200 Lots	\$4.00 per additional lot over 200
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time).

***COMMERCIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

Less than two acres	\$1,000.00
More than Two Acres	\$1,000.00 plus 25.00/additional acre
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time)

OFFICE USE ONLY:

Date received: _____ By: _____

Type of Plat: _____

Description of individual charges:

Total Fee Received: _____ By: _____

Proof of taxes received: _____ Yes If no, explain: _____

PRELIMINARY PLAT MEETINGS:

Pre-submission conference/meeting date: _____

Received Preliminary Plat on: _____ by _____

Preliminary plat staff meeting date: _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

FINAL PLAT MEETINGS:

Received final plat on _____ by _____

Reviewed by Staff on _____ by _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

Filed with County Clerk on: _____

File-stamped copy to owner/developer on: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023

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

AGENDA CONTENT: Discussion and possible action on a Final Plat for Ashland Section 1.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: None

EXECUTIVE SUMMARY: This is a request for approval of the Ashland Section 1 Final Plat. The subject property consists of 17.02 acres and has 58, 60' X 120' lots, Four Reserves in Three Blocks located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523. The development is subject to and is in compliance with the development agreement with the city.

The preliminary plat for Ashland Section 1 was approved September 2022. A revised preliminary plat for Ashland Section 1 was approved in August 2023.

STAFF REVIEW:

The City Engineer has reviewed the submitted Final Plat for Ashland Section 1 and at this time comments have not been addressed by the applicant. Responses to the City Engineer comments are expected to be completed prior to City Council consideration for approval.

The City Engineering has stipulated:

General

1. Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73. This includes Brazoria County approval for the proposed subdivision abutting FM 521.

Sheet 1 of 2

1. Provide a note on the plat to restrict driveway access to FM 521 and Ashland Blvd.
2. Show total utility easement provided; however, where the 7.5' U.E. is shown outside plat, provide notation with the applicable plat where the U.E. is being dedicated.
3. Notate radius of all street knuckles shown.
4. At least one corner referencing a survey (abstract) corner per Angleton LDC Sec. 23-117 B.1.a.

5. Verify and update total reserves shown. Four reserves are shown on this plat and on the preliminary plat
6. Verify and update total lots shown. 58 lots were provided on the preliminary plat.
7. Provide a street table noting the street name, length (centerline), and street type of all proposed public streets
8. Provide a Lot and Block table as provided in the Preliminary Plat
9. Update FEMA Firm Map shown: 48039C430K.
10. Verify and include Reserve D in Note 17.
11. Show adjacent floodplain information on the final plat.
12. Need to define incidental utility purposes on the plat.
13. Use black/monochrome text on the plat and update colored text.

Sheet 2 of 2

1. Provide the metes and bounds legal description on the plat. Show bearing from commencement point to monument on plat drawing.
2. Move signature block closer to the Owner's Acknowledgement.

Local Government Code (LGC) Section 212.005 "Approval by Municipality Required," states: The municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies all applicable regulations."

RECOMMENDATION:

The City Council should approve the Final Plat for Ashland Section 1 conditioned on final City Engineer approval and provided the approval is granted by other referral agencies.



November 7, 2023

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

Re: On-Going Services
Ashland Section 2 Final Plat – 2nd Submittal Review
Angleton, Texas
HDR Job No. 10361761

Dear Mr. Spriggs:

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

General

1. Verify review and approval has been made by all referral agencies per Angleton LDC Sec. 23-73. This includes Brazoria County approval for the proposed subdivision abutting FM 521.

Sheet 1 of 2

1. Label adjacent floodplain information and show west right of way line off FM 521 on the final plat.
2. Update street type to match current thoroughfare designations (e.g. local, collector, arterial).
3. Provide a note on the plat to restrict driveway access to FM 521. This includes reserves.
4. Verify and include Homeowners Association in plat note 17. Once annexed, the City will not maintain the landscape areas unless otherwise noted in agreement.

Sheet 2 of 2

1. Show these courses noted on the plat drawing PDF (commencing courses).
2. Bearing information (N,S) does not match line and curve tables. (Typical).

The proposed plat is incomplete. We are unable to complete the review until the recommended corrections/changes are made and the additional information requested is submitted. HDR recommends that the Ashland Section 2 Final Plat be Revised and Resubmitted.

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

Sincerely,

HDR Engineering, Inc.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10361761/10336228)

Attachments



RESTRICTED RESERVE [A]
Restricted to Open Space,
Landscape, Incidental
Utility Purposes Only
0.06 AC
2,681 Sq. Ft.

RESTRICTED RESERVE [B]
Restricted to Open Space,
Landscape, Incidental
Utility Purposes Only
0.50 AC
21,900 Sq. Ft.

RESTRICTED RESERVE [C]
Restricted to Open Space,
Landscape, Incidental
Utility Purposes Only
0.59 AC
24,231 Sq. Ft.

LINE TABLE with columns: LINE, BEARING, DISTANCE. Rows L1 through L20.

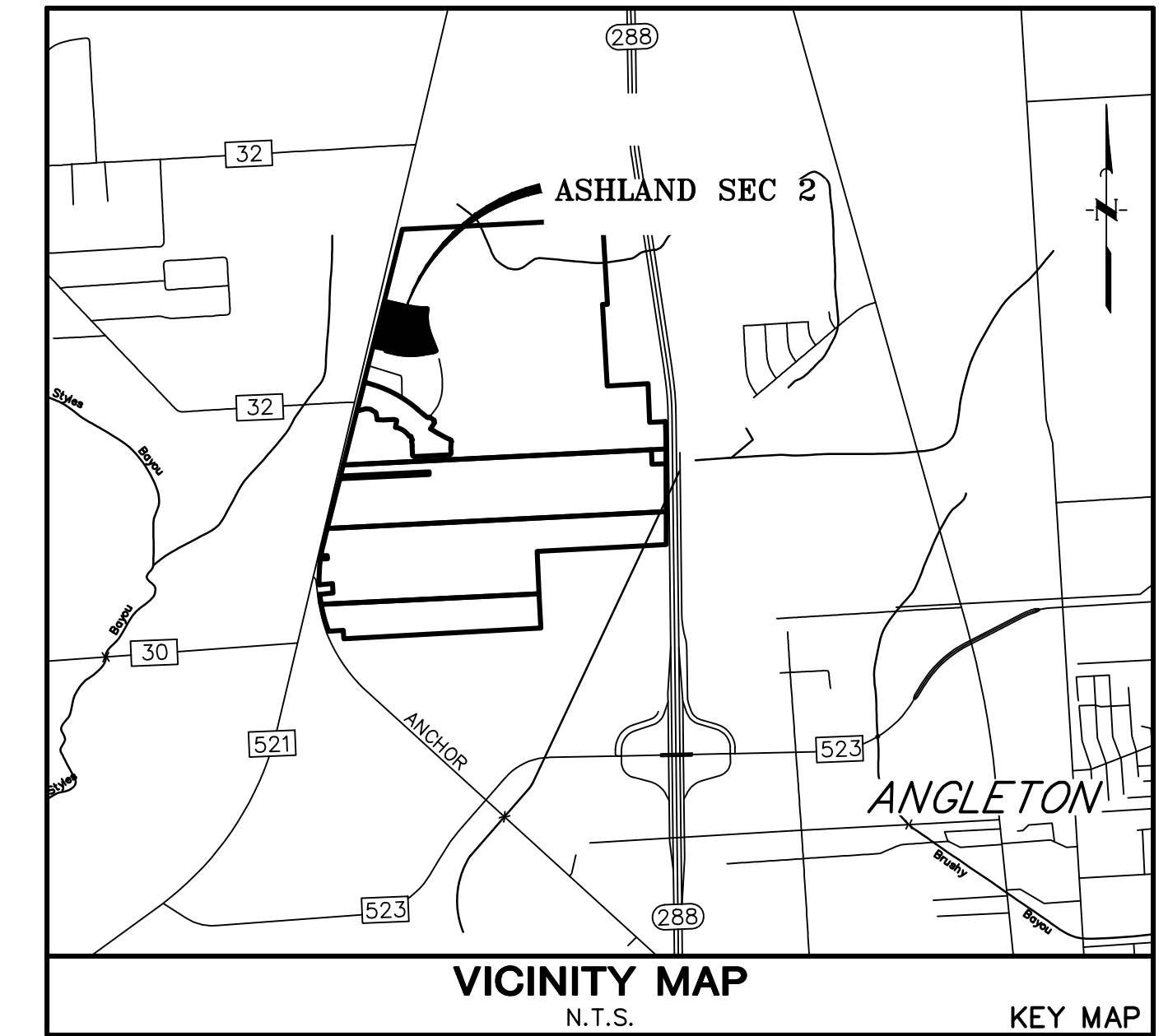
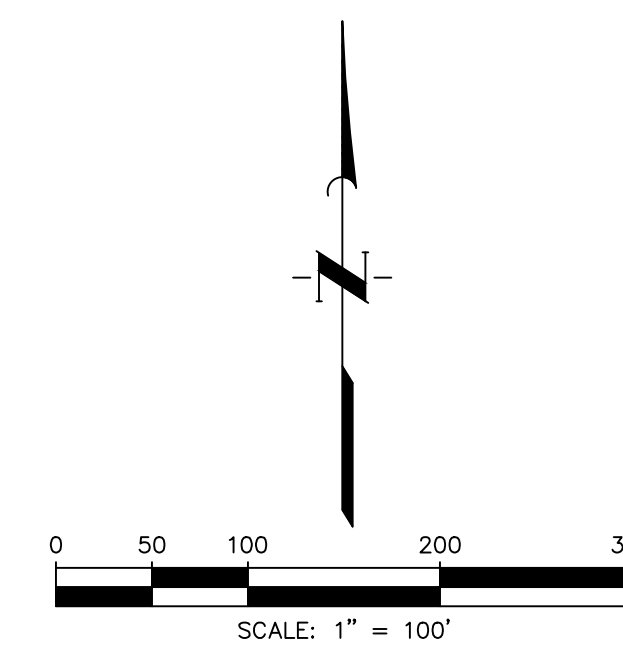
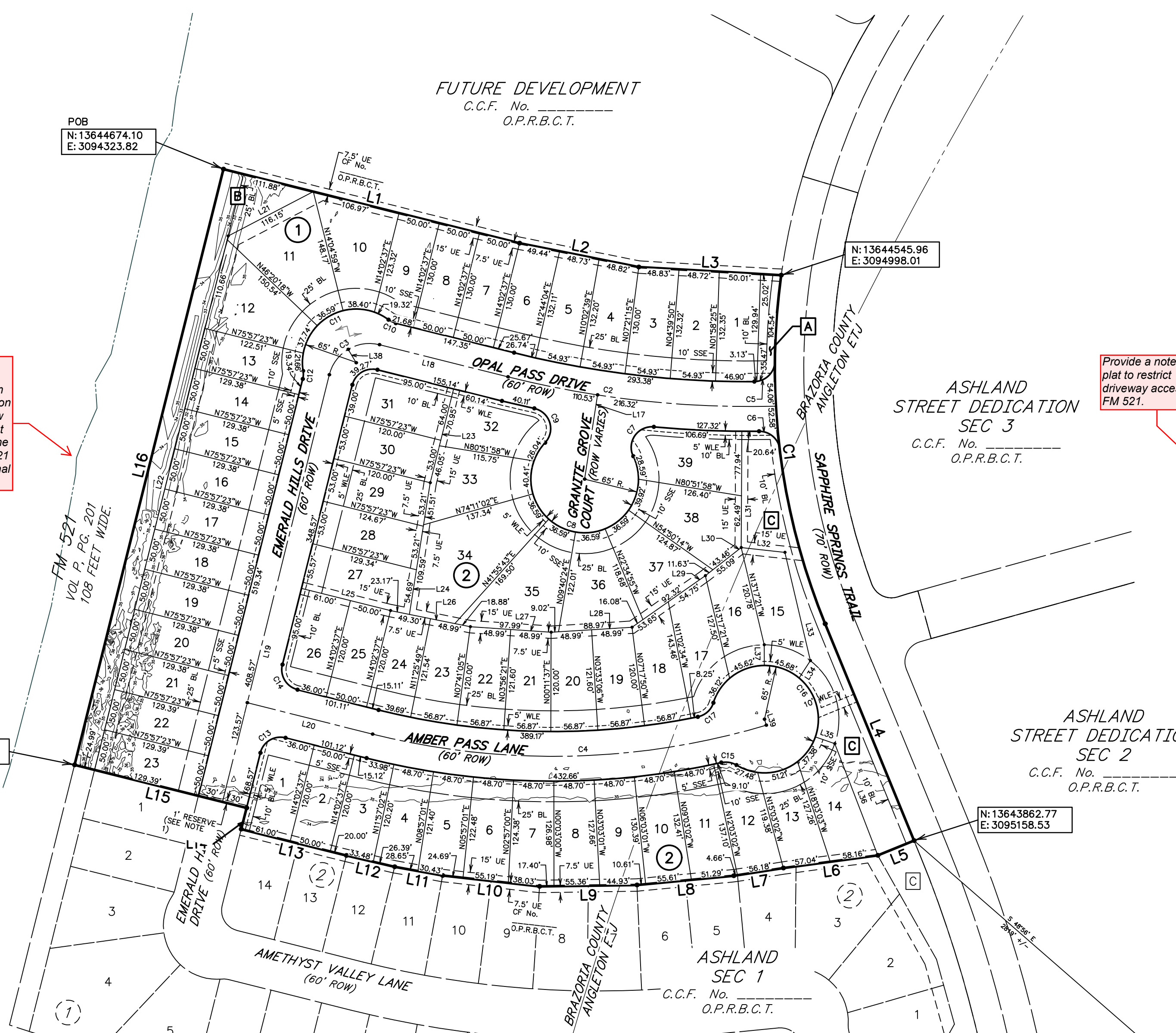
LINE TABLE with columns: LINE, BEARING, DISTANCE. Rows L21 through L39.

CURVE TABLE with columns: CURVE, RADIUS, DELTA ANGLE, ARC LENGTH, CHORD BEARING, CHORD LENGTH, TANGENT. Rows C1 through C17.

Lot Area Summary

Lot Area Summary table with columns: Block, Lot No., Sq. Ft. for Blocks 1, 2, and 2.

Street Name and Length table with columns: Street Name, Length (Centerline), Type. Rows include Granite Grove Court, Opal Pass Drive, Emerald Hills Drive, Amber Pass Lane.



General Notes

- AC "Acres"
BL "Building Line"
C.C.F. "County Clerk's File"
DE "Drainage Easement"
Eam "Easement"
FC "Film Code"
FND "Found"
OCCBCT "Official County Clerk, Brazoria County, Texas"
OPROBC "Official Public Records of Brazoria County"
MUD "Municipal Utility District"
No "Number"
POB "Point of Beginning"
ROW "Right-of-Way"
SSE "Sanitary Sewer Easement"
Sq Ft "Square Feet"
Stm SE "Storm Sewer Easement"
Temp "Temporary"
UE "Utility Easement"
Vol. Pg "Volume and Page"
WLE "Waterline Easement"
() "Block Number"
• "Set 3/4-inch Iron Rod (With Cap Stamped "Quiddity Eng Property Corner") as Per Certification"

Verify and include Home Owners Association in plat note 17. Once annexed, the City will not maintain the landscape areas unless otherwise noted in agreement.

ASHLAND SEC 2
A SUBDIVISION OF 14.26 ACRES OF LAND
OUT OF THE SHUBAEL MARSH SURVEY, A-82
BRAZORIA COUNTY AND ANGLETON ETJ, TEXAS
62 LOTS 3 RESERVES 2 BLOCKS
NOVEMBER 2023

OWNER: ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD SUITE 102
SUGAR LAND, TEXAS 77478
281-912-3364
ENGINEER/PLANNER/SURVEYOR: QUIDDITY
Quiddity Engineering, LLC
1229 Corporate Drive, Suite 100 • Houston, TX 77041 • 281.342.2033

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Ashland Sec 2, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision.

The City and Angleton Drainage District will not be responsible for the maintenance and operation of easement or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion.

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

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

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

Owner
Duly Authorized Agent

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of 20

Notary Public in and for the State of Texas

Print Name

My commission expires:

STATE OF TEXAS §
COUNTY OF §

KNOW ALL MEN BY THESE PRESENTS:

That I, Steve Jares, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

Steve Jares
Registered Professional Land Surveyor
Texas Registration No 5317

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

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

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

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 14.26 acre tract of land situated in Shubael Marsh Surveys, Abstract Nos. 81 & 82 in Brazoria County, Texas, being out of a called 469.08 acre tract conveyed to Anchor Holdings MP, LLC by Special Warranty Deed recorded in Clerk's File No. 2021085145 of the Official Public Records of Brazoria County (OPRBC); said 14.26 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

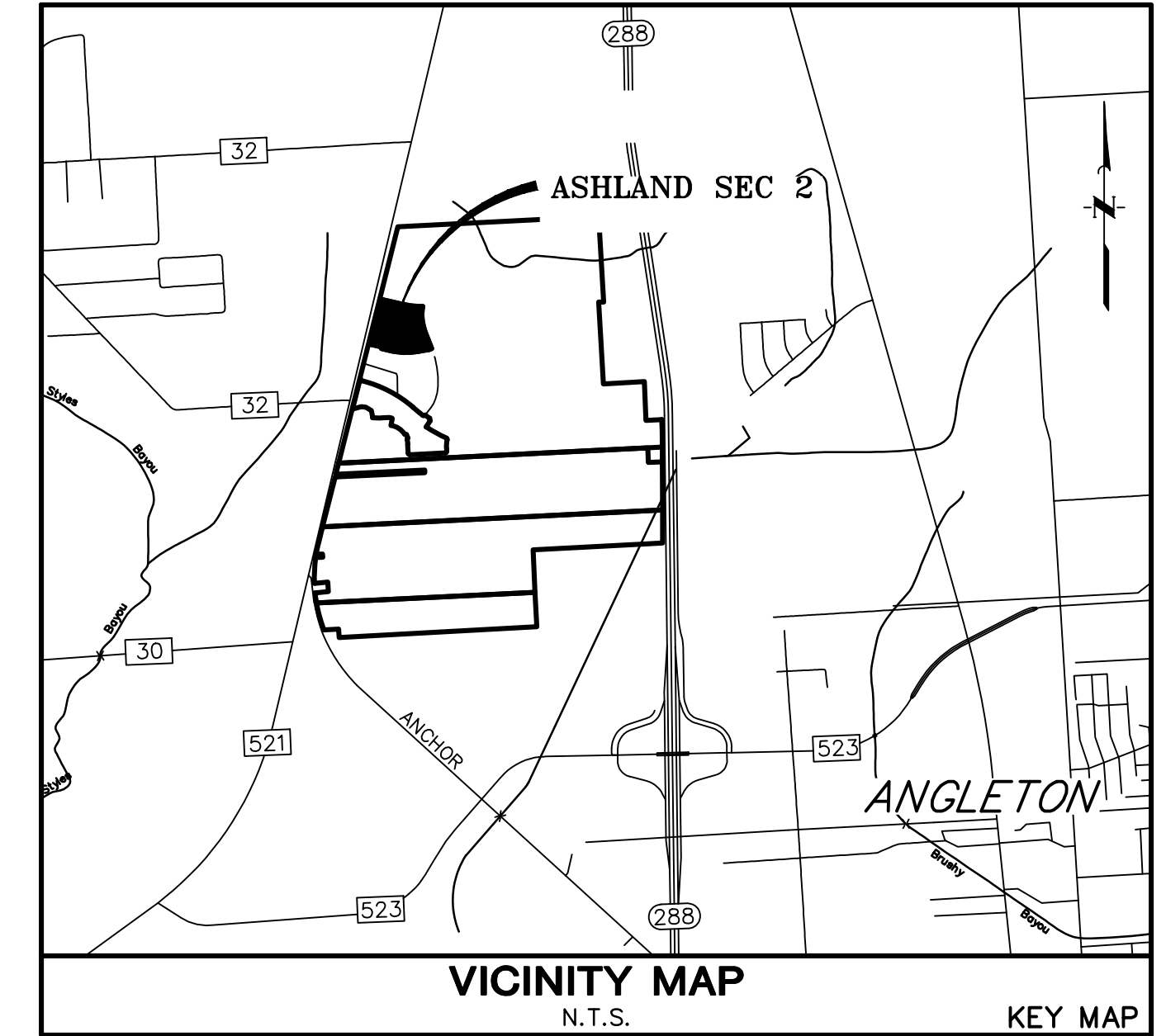
COMMENCING at a found concrete monument for the northwest corner of said 469.08 acre tract, common with the southwest corner of a called 2.97 acre tract of land conveyed to James W. Northrup & Deborah Northrup by Warranty Deed with Vendor's Lien recorded in Clerk's File No. 01-008056 of the Official Records of Brazoria County (ORBC), being in the east line of F.M. Highway 521 recorded in Volume P, Page 201; THENCE, South 14°02'37" West, along the east line of said F.M. Highway 521, 1960.16 feet to the POINT OF BEGINNING of the herein described subject tract;

- THENCE, over and across said 469.08 acre tract the following sixteen (16) courses and distances:
1. South 75°57'23" East, 368.86 feet to a point for corner;
2. South 78°43'03" East, 146.99 feet to a point for corner;
3. South 86°42'50" East, 172.57 feet to a point for corner marking the beginning of a tangent curve to the right;
4. Along the arc of said tangent curve to the right, having a radius of 815.00 feet, a central angle of 30°12'04", an arc length of 429.59 feet, and a long chord bearing South 07°11'24" East, with a chord length of 424.64 feet to a point for corner;
5. South 22°17'26" East, 283.14 feet to a point for corner;
6. South 67°42'34" West, 47.25 feet to a point for corner;
7. South 82°25'29" West, 115.20 feet to a point for corner;
8. South 81°08'49" West, 50.84 feet to a point for corner;
9. South 84°32'11" West, 17.51 feet to a point for corner;
10. South 89°09'01" West, 117.69 feet to a point for corner;
11. North 83°34'43" West, 117.91 feet to a point for corner;
12. North 79°40'46" West, 59.08 feet to a point for corner;
13. North 76°48'30" West, 59.87 feet to a point for corner;
14. North 75°57'23" West, 131.00 feet to a point for corner;
15. North 14°02'37" East, 26.43 feet to a point for corner;
16. North 75°57'23" West, 214.38 feet to a point for corner in the east line of said F.M. Highway 521;

THENCE, North 14°02'37" East, 742.14 feet, along the east line of said F.M. Highway 521, to the POINT OF BEGINNING, CONTAINING 14.26 acres of land in Brazoria County, Texas.

Bearing information (N,S) does not match line and curve tables. (Typical)

Show these courses on the plat drawing (commencing courses).



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

Chairman, Planning and Zoning Commission

City Secretary

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

Mayor

City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the day of 20 by

Name

Title

On behalf of the Notary Public, State of Texas

ASHLAND SEC 2
A SUBDIVISION OF 14.26 ACRES OF LAND OUT OF THE SHUBAEL MARSH SURVEY, A-82
BRAZORIA COUNTY AND ANGLETON ETJ, TEXAS
62 LOTS 3 RESERVES 2 BLOCKS
NOVEMBER 2023

OWNER
ANCHOR HOLDINGS MP LLC
101 PARKLANE BOULEVARD
SUITE 102
SUGAR LAND, TEXAS 77478
281-912-3364

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quality Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10040300
1229 Corporate Drive, Suite 100 • Houston, TX 77047 • 281.342.2033



APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 8/30/2023

TYPE OF PLAT APPLICATION

ADMINISTRATIVE	PRELIMINARY	FINAL
MINOR <input type="checkbox"/>	RESIDENTIAL <input type="checkbox"/>	RESIDENTIAL <input checked="" type="checkbox"/>
AMENDING/REPLAT <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>

Address of property: 26299 FM 521 Angleton, TX 77515

Name of Applicant: John Alvarez Phone: _____

Name of Company: Quiddity Engineering Phone: 513.441.9493


E-mail: jalvarez@quiddity.com

Name of Owner of Property: Anchor Holdings MP, LLC

Address: 101 Parklane Blvd, Ste 102 Sugarland, TX 77478

Phone: 281.912.3364 E-mail: shaun@ashtongraydev.com

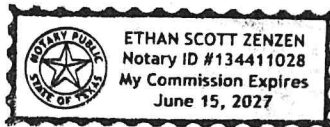
I HEREBY REQUEST approval of the preliminary and final plat of the subject property according to the plans which are submitted as a part of this application. I HEREBY AUTHORIZE the staff of the City of Angleton to inspect the premises of the subject property. I HEREBY SWEAR AND AFFIRM that all statements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

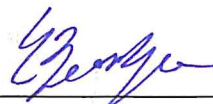
Signature of Owner or Agent for Owner (Applicant) 

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 31st day of August, 2023.

(SEAL)




Notary Public for the State of Texas
Commission Expires: 6/15/2027

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

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

I swear that I am the owner of (indicate address and/or legal description) 26299 FM 521 Angleton, TX 77515

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

CF No. 2021085145

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

NAME OF APPLICANT: John Alvarez

ADDRESS: 3100 Alvin Devane Blvd #150, Austin, TX 78741

APPLICANT PHONE # (512) 441-9493 E-MAIL: jalvarez@quiddity.com

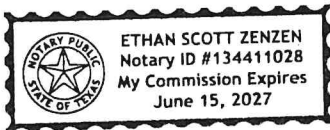
PRINTED NAME OF OWNER: Anchor Holdings MP, LLC

SIGNATURE OF OWNER: [Signature] DATE: 8/31/2023

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 31 day of August, 2023.

(SEAL)



[Signature] Notary Public for the State of Texas Commission Expires: 6/15/2027

PROJECT SUMMARY FORM

Address of property 26299 FM 521 Angleton, Texas 77515

The subject property fronts 742' feet on the east side of FM 521

Depth: 770' Area: 14.26 Acres: 621,166 square feet

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

The purpose of the plat approval is to be able to have an accurate representation of the design that Quiddity plans to construct and record with the plat

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

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

Name: John Alvarez Date: 9.26.2023

SUBMITTAL REQUIREMENTS

Land Development Code, Chapter 23 §117 – Preliminary Plats

https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH23LADECO_APXAPLLASULI_SUBAPPEN_DIX_A-1PLCE_S23-117PRPL

SUBMITTAL REQUIREMENTS. THE FOLLOWING INFORMATION SHALL BE FILED:

1. A completed application form and application fee;
2. One full size, 24-inch × 36-inch, paper copy of the plat (prepared consistent with §117.B) and a .pdf file of the same and one paper copy and electronic copy of all items submitted in support of the plat;
3. A preliminary utility plan showing all existing and proposed utilities;
4. A TIA, if the development meets the threshold requirements set out in section 23-24, Traffic impact analysis (TIA). If a TIA is required, the applicant shall meet with the city engineer and a TXDOT representative (if applicable) in advance of the submittal to define the TIA parameters. An incomplete or deficient TIA shall constitute grounds to find a plat to be incomplete, or to deny the plat;
5. Utility and drainage reports with adequate information to determine conformity with the utility and drainage requirements of this LDC. Physical features, including the location and size of watercourses, 100-year floodplains per FIRM maps, proposed CLOMR boundaries, regulated wetlands and areas where water drains into and out of the subdivision;
6. A drainage report, as set out in section 23-15, Drainage and utilities;
7. A soil suitability report (geotechnical report), as set out in section 23-25, Drainage and utilities, subsection G., Soil suitability report;
8. A current tax certificate(s);
9. Construction plans may be submitted at the option of the applicant;
10. A certification of approval of the plat by planning and zoning commission and city council, as shown in section 23-118, Final plats, subsection C;
11. A statement if parkland will be dedicated or fees-in-lieu of parkland dedication will be paid;
12. Heritage tree survey and a tree preservation plan;
13. All other information necessary to demonstrate compliance with all requirements of the LDC and all other development codes of the city; and
14. Construction plans for any required public improvements may be submitted with the plat or after the approval of the plat but shall be filed and approved prior to the filing of a final plat.

PLAT FEES:

ADMINISTRATIVE PLAT

\$250.00 Plus Review Expense

REGULAR PLAT SUBMITTAL:

***RESIDENTIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

200 Lots or less	\$800.00 plus \$6.00 per lot
More than 200 Lots	\$4.00 per additional lot over 200
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time).

***COMMERCIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

Less than two acres	\$1,000.00
More than Two Acres	\$1,000.00 plus 25.00/additional acre
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time)

OFFICE USE ONLY:

Date received: _____ By: _____

Type of Plat: _____

Description of individual charges:

Total Fee Received: _____ By: _____

Proof of taxes received: _____ Yes If no, explain: _____

PRELIMINARY PLAT MEETINGS:

Pre-submission conference/meeting date: _____

Received Preliminary Plat on: _____ by _____

Preliminary plat staff meeting date: _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

FINAL PLAT MEETINGS:

Received final plat on _____ by _____

Reviewed by Staff on _____ by _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

Filed with County Clerk on: _____

File-stamped copy to owner/developer on: _____

Council Request

The request to Council is to authorize Staff to assemble application with assistance from KSA. KSA is offering to assist the city with this application at no cost.

Timeline and Local Funding

TWDB has set the following state-level timeline for the application process:

Now through January 8th, 2024: TWDB accepts draft submittals through FEMA-GO system (online grant management system)

However, the intent is to submit before the end of the year to offer TWDB a better chance to review the application and maximize technical assistance.

January 8 – February 22nd: TWDB conducts administrative and technical reviews

February 26: TWDB submits applications to FEMA

Fall 2024: Awardees are announced, and Contracts w/TWDB are processed

The estimated high-level timeline for the project itself would be as follows (may change):

2025: Planning, Environmental and Design

2026: Construction

This means that local funding needs to likely be available in 2025 for design, and in 2026 for construction. However, the exact terms and timeline will be presented to the city for consideration of acceptance. Applying for funds does not obligate the city to sign agreement terms that are found to be unacceptable.

Included Exhibits

- Drainage Improvement Exhibit
- FMA Program Fact Sheet



Flood Mitigation Assistance Grant Program

The Flood Mitigation Assistance (FMA) Grant Program, under the Federal Emergency Management Agency's (FEMA's) Hazard Mitigation Assistance program, assists states and communities by providing federal funds for cost-effective measures to reduce or eliminate the long-term risk of flood damage to repetitive and severe repetitive loss buildings, manufactured homes, and other structures insurable under the National Flood Insurance Program (NFIP). The Texas Water Development Board administers the FMA program for the State of Texas on behalf of FEMA. This is a nationally competitive annual grant program.

Eligible Applicants

Political subdivisions (cities, counties, special districts, and federally recognized tribes) that participate in the NFIP and have a FEMA-approved and adopted Hazard Mitigation Plan.

Eligible Funding Activities and Projects (with Federal Funding Caps)

Projects can be used for, but are not limited to:

- Capability and capacity building activities
 - Developing or updating multi-hazard mitigation plans (\$25,000)
 - Project scoping/flood studies (\$900,000)
 - Additional capability building activities (\$300,000)
- Localized flood risk reduction projects (\$50,000,000)
 - Floodwater storage and diversion
 - Stormwater management
 - Floodplain, wetland, marsh, riverine, and coastal restoration and protection
 - Other combination of green, gray infrastructure, and nature-based solutions
 - Localized flood control projects with co-benefits to other hazards and social or environmental benefits
- Individual flood mitigation projects (no federal caps)
 - Acquisition and demolition or relocation of structures
 - Structure elevation
 - Mitigation reconstruction
 - Dry floodproofing of non-residential properties and historic residential properties
 - Structural and non-structural retrofitting of existing buildings
 - Infrastructure retrofit

Cost Share Requirements

Generally, the federal cost share funding is available for up to 75% of the eligible activity cost with a non-federal cost match of 25%. However, FEMA may contribute up to 90% federal cost

share with a non-federal cost match of 10% when the individual property being mitigated meets the definition of repetitive loss structure; or the individual property or the average project benefit area has a Centers of Disease Control and Prevention Social Vulnerability Index of 0.5001 or higher. If the structure meets the definition of severe repetitive loss property, FEMA may contribute up to 100% of the eligible activity cost.

Management Cost

Communities may apply for up to 5% of the total grant application funding request for grant management activities, such as any indirect costs, administrative costs, and any other expenses that are reasonable in administering and managing the grant.

Project Grant Eligibility Criteria

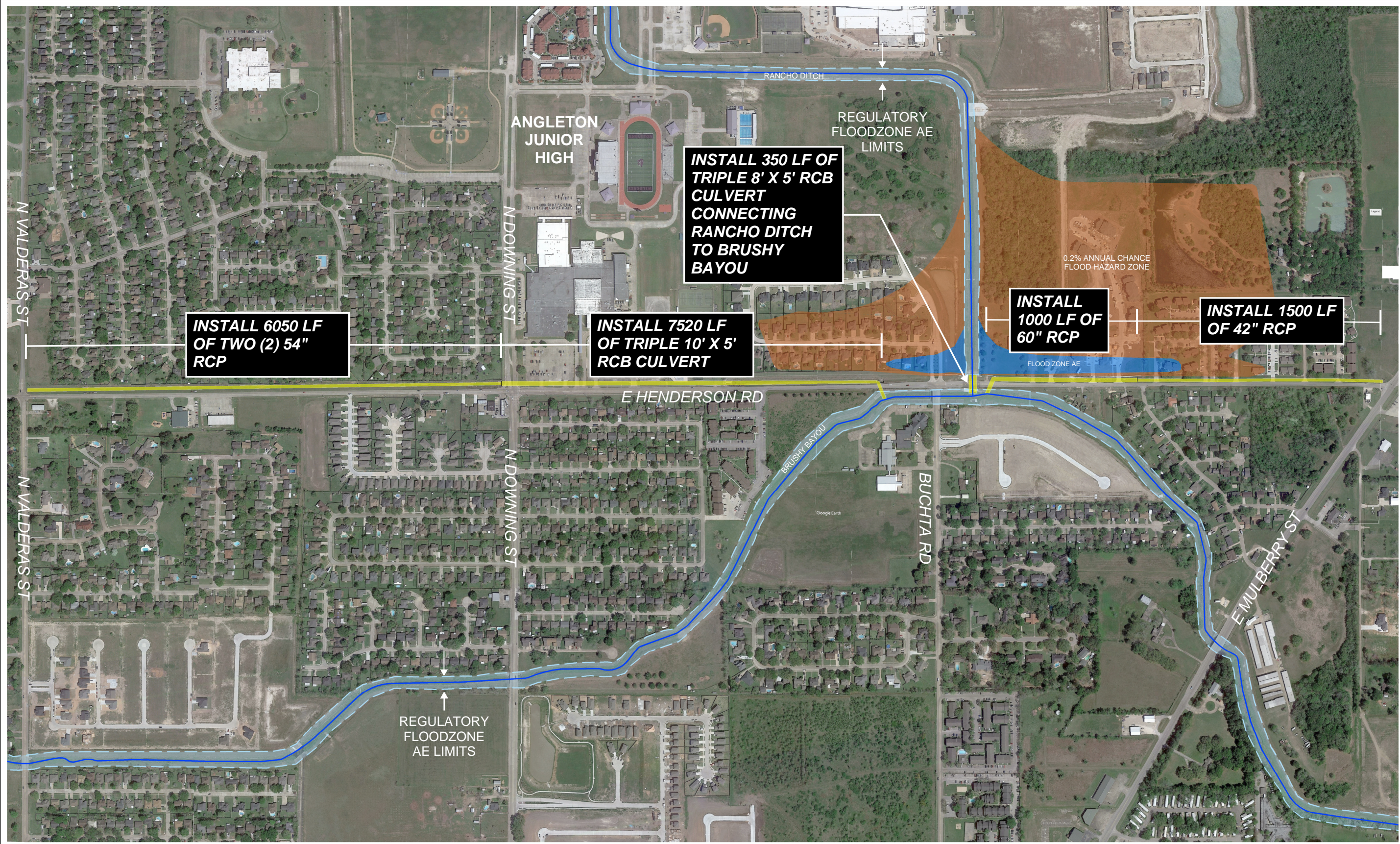
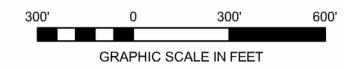
A project must, at a minimum, be

- feasible and effective at mitigating flood hazards within a participating NFIP community;
- cost beneficial to the National Flood Insurance Fund, yielding a benefit-cost ratio of 1.0 or greater;
- in compliance with the Environmental Planning and Historical Preservation requirements included in FEMA's Hazard Mitigation Assistance Unified Guidance; and
- able to reduce or eliminate flood risk to insured structures under the NFIP.

A project must also conform with

- the minimum standards of the NFIP floodplain;
- local regulations;
- the applicant's Hazard Mitigation Plan; and
- all applicable laws and regulations, such as federal and state environmental standards and local building codes.

For specific questions about the program, please contact floodgrant@twdb.texas.gov. Additional information, including how to access FEMA's electronic grant application system (FEMA GO), is available at www.twdb.texas.gov/financial/programs/FMA/index.asp.



CITY OF ANGLETON
HENDERSON ROAD DRAINAGE IMPROVEMENTS
ANGLETON, TEXAS



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023
PREPARED BY: Chris Whittaker
AGENDA CONTENT: 2024 Utility Master Plan Update

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**
\$247,700.00

FUND:

EXECUTIVE SUMMARY:

HDR will update the existing master plan for the City of Angleton's water distribution and wastewater collection systems to evaluate the adequacy of the existing systems to serve current customer demands and future growth in the City. Future growth will be evaluated for years 2028 and 2033 (5 years and 10 years). This scope of services will evaluate the existing facilities, analyze hydraulic deficiencies in the systems, and identify Capital Improvement Projects (CIP) to meet the City's current needs and anticipated growth through the 2033 planning horizon.

RECOMMENDATION: Council to approve HDR for an amount of \$247,700.00 to perform the 2024 Utility Master Plan Update.

November 7, 2023

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

**Re: Proposal for Professional Engineering Services
2024 Utility Master Plan Update**

Dear Mr. Whittaker:

HDR Engineering, Inc. (HDR) is pleased to provide you with this fee proposal for Professional Engineering Services to assist the City of Angleton, Texas (City) in updating its utility master plan for both the collection (Sanitary sewer) and distribution (water) systems. For your convenience, this proposal consists of a General Overview, Scope of Services, Fees, Terms and Conditions Sections, and Schedule.

GENERAL OVERVIEW:

HDR will update the existing master plan for the City of Angleton's water distribution and wastewater collection systems to evaluate the adequacy of the existing systems to serve current customer demands and future growth in the City. Future growth will be evaluated for years 2028 and 2033 (5 years and 10 years). This scope of services will evaluate the existing facilities, analyze hydraulic deficiencies in the systems, and identify Capital Improvement Projects (CIP) to meet the City's current needs and anticipated growth through the 2033 planning horizon.

SCOPE OF SERVICES:

Task 1. Project Kickoff, Project Management, and Quality Assurance/Quality Control

HDR will prepare for and conduct a project kickoff meeting. During this meeting, HDR and the City will review the overall scope of work, identify data requirements, and establish criteria for system assessment and planning, including the following criteria:

Water System Criteria:

- Minimum pressure during average day, maximum-day, and peak-hour demands
- Maximum pressure during low demands
- Maximum allowable velocity for pipelines
- Maximum allowable head loss for pipelines
- Required fire flows at a minimum pressure of 20 pounds per square inch (psi)
- Pipeline age or maintenance frequency to trigger replacement, based on GIS data and information provided by the City.

Wastewater System Criteria:

- Minimum and maximum velocity for gravity and force main pipes
- Maximum allowable percent of hydraulic capacity in gravity pipe
- Maximum permissible manhole surcharge
- Pipeline age or maintenance frequency to trigger replacement

During the execution of the project, HDR will prepare for and lead up to five (5) interim project meetings as needed to obtain necessary information, update City staff on progress and any issues, and review interim project information. These meetings will be a combination of in-person and virtual, as appropriate for the subjects to be discussed.

Under this task HDR will:

- monitor project expenditures
- negotiate and monitor subconsultant agreements if needed
- prepare monthly progress reports to accompany invoices
- complete quality assurance/quality control (QA/QC) reviews of work products

Task 2. Data Collection and Review

HDR will request and analyze relevant data furnished by the City pertaining to the City's water and wastewater system service areas, and the City's ETJ. Requested data may include, but is not limited to:

- Access to the geographic information system (GIS) of the City's water and wastewater systems, which HDR has previously updated to reflect newly added infrastructure. For the purposes of this scope of work and fee estimate, HDR assumes that the information contained in the City's GIS is current and up to date, and no additional data will be needed to reflect the current water and sewer systems.
- Spatial land use data
 - Location and equivalent single-family connection (ESFC) count of developments constructed since the 2018 Utility Master Plan (UMP)
 - Location and ESFC count of developments anticipated to be constructed by 2028 and 2033
 - Account level customer billing/meter data, either spatial or tabular, including addresses
- Last 5 years of hourly water supply and production data
- Last 5 years hourly inflows to the City's wastewater treatment plant
- Wastewater lift station and water booster pump station SCADA records, i.e. on/off times, run times, and pump station controls
- Updated information regarding the capacities of the City's wastewater lift stations, including:
 - Any additional lift station drawdown or other capacity tests performed since completion of the 2018 UMP
 - As-built and pump manufacturer information
 - Existing operational status of each lift station
- Location, size, capacity, and usage levels of any agency interconnections
- Water supply contract(s) with the Brazosport Water Authority (BWA)

HDR will lead an in-person meeting with City operations staff to identify operational issues with both the water and wastewater systems, and identify areas of concern for staff, including high/low water system

pressures, inadequate fire flow, wastewater I/I and manhole surcharges during wet weather, and areas of stagnant flow/odor issues during dry weather.

Deliverables:

- Data needs request via email
- Meeting with operations staff with follow-up meeting summary

Schedule:

- Data needs request will be provided within two weeks of NTP
- Meeting with operations staff will occur two weeks following receipt of the data requested

Task 3. Water and Wastewater Hydraulic Model Update and Analysis

HDR will update the existing conditions hydraulic models of the water and wastewater system, utilizing the software used for the 2018 UMP (Innovyze InfoWater and InfoSewer). Note that Innovyze has recently ceased support for InfoWater and InfoSewer and more recent versions of the software may need to be used. New infrastructure or facilities constructed since the 2018 UMP will be imported into the modeled networks. HDR will update the water demands and wastewater flows in the existing conditions models based on current population data, water billing data and land use information. HDR will conduct quality control (QC) review of updated hydraulic models.

a. Existing Systems Analysis

Water System

HDR will analyze the updated existing system water model during max-day, peak-hour, and max-day with fire flow scenarios. The model results will be used to identify any system deficiencies such as low pressures, inadequate fire flow or high pipe velocities. The model results will also be used to determine if adequate storage and pumping are available to serve the current population and meet regulatory requirements.

Wastewater System

HDR will analyze the updated existing system wastewater model results to determine anticipated system response to wet weather storm events. The wet weather peaking factor of 4 used in the 2018 UMP will be used for the analysis of the updated hydraulic model. HDR will review the trigger criteria established in the 2018 UMP and compare to the updated model results. The system analysis will identify deficiencies including surcharged pipes and manhole overflows.

- b. Technical Memorandum. HDR will prepare a technical memorandum describing the hydraulic model update process and existing system analysis results. HDR will conduct Quality Control reviews of the draft and final memorandum.

Assumptions:

- Two coordination meetings with the City are anticipated, to be conducted through a virtual platform.
- No changes will be made to existing model pipe sizes, pipe invert elevations, lift stations, or pump stations. The model update will be limited to addition of new infrastructure added to the systems since the 2018 UMP.
- No changes will be made to the hydraulic modeling software used previously (Innovyze InfoWater and InfoSewer), except to update to current versions supported by Innovyze.
- No changes will be made to existing diurnal flow patterns established previously.
- No changes will be made to existing water or wastewater peaking factors established previously.
- No changes will be made to level of service criteria established previously.
- The updated wastewater model will not be calibrated. HDR will validate model flows with available WWTP influent data, and lift station flow records. Lift station draw-down tests will not be performed or used to refine the model.
- The updated water model will not be calibrated with fire hydrant testing data, field pressure data, or SCADA data.

Deliverables:

- Draft and Final Model Update Technical Memorandum , in electronic PDF format.

Schedule:

- Draft Model Update Technical Memorandum three months after receipt of requested data.
- Final Model Update Technical Memorandum two weeks after receiving the City's comments on the Draft Technical Memorandum. It is assumed that the City will provide review comments one week after receiving the Draft Technical Memorandum.

Task 4. Future System Analysis and CIP Development

- a. Population, Water Demand and Wastewater Flow Projections. HDR will use City planning and regional water planning data to revise population projections and forecast population through 2028 (five years) and 2033 (10 years). HDR will update existing development/land use projections in the City's ETJ. HDR will meet with City staff to identify the location and magnitude of anticipated near-term growth (within the next five years). Water demands and wastewater flows from anticipated new developments will be spatially distributed based on development acreage and anticipated equivalent single-family connections (ESFC), with the gallons per capital day (GPCD) and/or ESFC rates determined in the 2018 UMP.
- b. Future System Modeling and Analysis. HDR will create 5-year and 10-year future scenarios in the water and wastewater models, with demands and flows based on the updated 5-year and 10-year projections.

- c. Capital Improvements Plan (CIP) Development. HDR will validate timing and sizing of water and wastewater CIP projects proposed in the 2018 UMP, based on the current population and revised projections. The proposed timing of CIP projects will be adjusted based on revised projections. The pipe size and project limits will also be validated with updated flow and demand projections, as well as updated model results. HDR will recommend new CIP projects to address system deficiencies noted in the updated hydraulic model, as well as projects necessary to serve anticipated growth. HDR will develop a planning level opinion of probable construction cost (OPCC) for recommended CIP projects. The OPCCs will be based on planning level unit construction costs, as well as soft costs not directly associated with construction activities.
- d. Wastewater Treatment Capacity Evaluation. HDR will compare the current available capacity at the Oyster Creek Wastewater Treatment Plant (OCWWTP) to flows as predicted by the hydraulic model. Based on the updated growth projections, HDR will evaluate when an expansion to the OCWWTP may be required.
- e. Inflow & Infiltration Evaluation. HDR will perform a sensitivity analysis to estimate the impact of implementing an inflow and infiltration (I&I) reduction program. HDR will reduce peak flows by 10%, 20% and 30% and determine the improvements to system response for each. HDR will coordinate any known areas of high I&I with the City. The sensitivity analysis will not provide recommendations on specific locations or measures to reduce I&I.

Assumptions:

- Two coordination meetings with the City are anticipated, held through a virtual platform.
- A condition assessment of water or wastewater infrastructure is not included in this scope of work, and CIP projects will be based only on system capacity needs.
- The City will provide location and ESFC counts for known developments anticipated within the next five years and ten years.
- The City will provide cost information for recently constructed water and wastewater utility projects.

Deliverables:

- Draft and Final CIP Development Technical Memorandum, in electronic PDF format.

Schedule:

- Draft CIP Development Technical Memorandum three months after completion of Task 3.
- Final CIP Development Technical Memorandum two weeks after receiving the City's comments on the Draft Technical Memorandum. It is assumed that the City will provide review comments one week after receiving the Draft Technical Memorandum.

Task 5. Water Supply Evaluation

HDR will review the City's current water supply contract(s) with the BWA to determine the annual and max-day supplies available from BWA. HDR will evaluate the City's current water supplies (surface water from BWA and groundwater). HDR will coordinate with the City to determine population and associated water demands for 2053 (30 years) and 2073 (50 years). HDR will compare current supplies with water

demands projected for 2028, 2033, 2053, and 2073 to determine additional supplies the City may need to develop. Three options will be evaluated: (1) additional purchases from BWA, (2) development or re-development of City-owned groundwater supplies, and (3) a combination of both. Evaluation of other potential sources of supply such as purchase from other suppliers, aquifer storage and recovery, brackish groundwater and ocean water desalination, and direct potable and non-potable reuse of effluent will be considered additional services and will not be evaluated under this scope of services. HDR will develop planning level opinions of probable construction cost for the three alternatives

Assumptions:

- One coordination meeting with the City is anticipated, held through a virtual platform to determine long-term population and water demand projections.
- The City will provide information concerning the City’s existing and abandoned/retired groundwater supply wells.

Deliverables:

- Draft and Final Water Supply Technical Memorandum, in electronic PDF format.

Schedule:

- Draft Water Supply Technical Memorandum four months after completion of Task 3.
- Final Water Supply Technical Memorandum two weeks after receiving the City’s comments on the Draft Technical Memorandum. It is assumed that the City will provide review comments one week after receiving the Draft Technical Memorandum.

FEE:

HDR will complete the above Scope of Services for a lump sum fee of \$247,700. A budget of fees per task is provided below:

Fee Estimated per Task

Task No.	Description	Task Fee
1	Project Management and Controls and QA/QC	\$44,000
2	Data Collection and Review	\$31,650
3	Water and Wastewater Model Updates & System An.	\$57,850
4	Future System Analysis and CIP Development	\$96,000
5	Water Supply Evaluation	\$18,200
Total		\$247,700

TERMS AND CONDITIONS:

This project will be performed under the current Master Agreement for Professional Services with the City, and its terms and conditions will apply.

SCHEDULE:

hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220
(713) 622-9264

HDR will complete Tasks 1-5 and submit the draft technical memorandum within 7 months of receipt of the data requested in Task 2. HDR will finalize the three Technical Memorandums per City comments and present a summary to Council at a date and time mutually agreed upon by HDR and the City.

We appreciate the opportunity to be of service on this project. If you have any questions, please do not hesitate to contact me at (713) 622-9264.

Sincerely,

HDR Engineering, Inc.

David C. Weston
Vice President/Area Manager

Acceptance: Please indicate acceptance of this letter agreement by affixing your signature or that of your authorized representative in the space below.

City of Angleton, Texas

Signature: _____

Printed Name: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023
PREPARED BY: Chris Whittaker
AGENDA CONTENT: 2024 Water Line Improvements

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**
 \$109,035.00

FUND:

EXECUTIVE SUMMARY:

The City of Angleton has requested HDR to provide a proposal for water line replacement in the City. These identified locations have been a source of maintenance issues for City staff and require replacement.

Staff requested HDR to included cost and exhibits that identify other priority water lines that have been identified for replacement. They are not included in this proposal. They are as follows:

1. Sebesta Road
2. Wimberley Street
3. Chevy Chase Street
4. West Ash Street
5. Orange Street
6. East Cedar Street
7. Swift Street

RECOMMENDATION: Council to approve HDR for an amount of \$109,305.00 to perform the 2024 Water Line Improvements.



November 3, 2023

Chris Whittaker
City Manager
City of Angleton
121 S. Velasco
Angleton, Texas 77515

Re: Proposal for Professional Engineering Services
Design, Bid, and Construction Administration Phase Services for
2024 Water Line Improvements
City of Angleton

Dear Mr. Whittaker:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for the design, bid, and construction phase services for the above referenced project. A general overview of the project, proposed scope of services, and a fee breakdown are included herein.

General Overview

The City of Angleton (the City) has requested a proposal for the design phase, bid phase, and construction administration services for the above referenced project. The City has identified 2,250 linear feet of water lines that they would like to replace in this project due to repeated maintenance having to be performed on them. The water line will be installed by boring to limit the disturbance to the residents during construction. The water lines are as follows:

North Rock Island (Approximately 750 Linear Feet) - This improvement begins at East Magnolia Street and continuing south to the north side of State Highway 35 (SH 35). This project will replace an existing 6-inch water line with a new 8-inch pvc water line.

East Myrtle Street (Approximately 420 Linear Feet) - This improvement begins at North Rock Island Street continuing west to North Anderson Street. This project will replace an existing 6-inch water line with a new 6-inch pvc water line.

North Anderson Street (Approximately 430 Linear Feet) - This improvement begins at East Myrtle Street continuing south to the south side of SH 35. This project will replace an existing 6-inch water line with a new 8-inch pvc water line.



McBride Parkway (Approximately 650 Linear Feet) - This improvement begins at Miller Street continuing south to East Cedar Street. This project will replace an existing 2-inch water line with a new 6-inch pvc water line.

SCOPE

The scope of engineering services is as follows:

DESIGN PHASE SERVICES

I. Basic Services

- Research and gather existing data on the project such as existing utility information, pipeline crossings, and drawings on the existing utilities.
- Create existing background and perform a site visit to verify topographical features.
- Examine geotechnical information to determine potential soil conditions and potential impact on construction methodology and costs.
- Coordinate with other governmental entities or utility agencies in regard to the project (TCEQ).
- Coordinate with the City and apprise the City of HDR's findings and analysis and obtain input from the City.
- Incorporate appropriate comments and corrections from the City's review.
- Prepare final engineering design drawings and specifications as one package.
- Prepare final cost estimate for the project.
- Coordinate with the City during the design process and provide draft documents for the City to review and comment upon. Incorporate appropriate comments with the final bid documents.
- Furnish two (2) sets of construction documents to the City.



II. Special Services – Design Phase Services

Field Survey Services

- Baker and Lawson, Inc. will be performing the survey in the above mentioned locations. This will include 100-feet past the project extents at each intersection.
- One Call will be performed to identify private utility companies' location in the field and collect with the survey data.
- Survey will provide a full topographic survey with 100 feet cross sections and all features along the right-of-way and 15 feet outside of it.
- All sizes, materials, and flow line elevations of all crossing sewers (sanitary and storm). All water valves shall be identified including a measure down to the top of the nut.

Geotechnical Investigation Services

- Perform four (4) soil borings for a total of 50 vertical feet.
- Provide a geotechnical report presenting an investigation of the soils on the above mentioned streets.
- The geotechnical report will provide usual and customary information on the existing soil. It will include ground water conditions, bedding and backfill recommendations, and trench safety information. The report will be based upon information obtained from borings.

Traffic Control Plan

- Prepare traffic control plans for the project. This plan will include phasing, detours, and required signs and lane closures to complete the proposed improvements.

Texas Department of Transportation (TxDOT) Coordination

- The proposed water line replacement will require a tie-in to the existing water lines in TxDOT right-of-way on North Rock Island Street and North Anderson Street. Coordination with TxDOT for traffic control and construction phasing during construction will be required.



- No costs have been included in this proposal for permit fees associated with the coordination with TxDOT. The City shall pay all fees associated with TxDOT permitting.

BID PHASE SERVICES

HDR will enter into this phase after the acceptance of the Design Phase documents. There will be two separate bid packages that will be advertised. The following tasks must be performed for each project. HDR shall:

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. HDR will coordinate with the City and will assist in developing the wording of the advertisement.
- HDR will post project plans and specifications on CivCast to generate interest for the project during the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary. The City will absorb costs associated to posting on CivCast.
- Conduct a pre-bid conference for potential bidders, including the preparation of the meeting agenda and preparing a meeting minutes summary.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.
- Prepare a letter of recommendation and advise the City as to the acceptability of the apparent low bidder.
- Attend a City Council Meeting to award construction project.

CONSTRUCTION ADMINISTRATION SERVICES

HDR will enter into this phase after the City accepts the bids and awards the contract to a contractor and Act as the City's Project Representative during the construction phase.

- Conduct a pre-bid conference and distribute meeting minutes.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.



- Review the contractor's pay estimates, evaluate the completion of work, and make payment recommendations to the City.
- Visit the site periodically to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Full-time site representation (construction observation) is not included as part of the Basic Services for Construction Administration.
- HDR will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits HDR shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final walk through of the Project and make a punch list of items remaining on the project
- Provide a recommendation for Final Payment on the Project to the City.
- Engineer shall provide one set of reproducible record plans based on the drawings provided to the Engineer by the Contractor(s).
- Engineer shall provide the City one electronic copy of record plans based on the drawings provided to the Engineer by the Contractor(s).

III. ADDITIONAL SERVICES

- Additional Services shall only be performed when directed by the City to HDR. These services are not considered normal or customary engineering services.
- Services resulting from significant changes in the extent of the project or its design including but not limited to changes in size, complexity, the City's schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond HDR's control.



- Preparing documents for alternate bids outside of the original scope requested by the City or documents for out of sequence work.
- Preparing to serve or serving as a consultant or witness for the City in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- HDR will endeavor to appraise the City of any potential additional or extended services that may result from the above listed items, prior to HDR's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City to HDR.

TERMS AND CONDITIONS

This project will be performed under the current on-going services contract with the City of Angleton, and its terms and conditions will apply.

FEE SCHEDULE

HDR will submit monthly invoices with status reports for all engineering work completed to invoice date. Please be aware that these fees are based on performing all improvement design as a single project. The fees presented in this section reflect a combined effort to perform all proposed work concurrently. If the project is reduced the proposed fees will need to be adjusted accordingly to reflect the cost of performing engineering services on a smaller project. The invoices will be based on the following schedule:

<u>Engineering Services</u>	<u>Total Fees</u>
Surveying (Cost + 10%)	\$ 14,675.00
Geotechnical (cost + 10%)	\$ 10,560.00
Traffic Control Plan (Lump Sum)	\$ 4,500.00
TxDOT coordination (Hourly)	\$ 5,500.00
Design Phase (Lump Sum)	\$ 42,300.00
Bid Phase (Lump Sum)	\$ 7,500.00
Construction Admin (Lump Sum)	\$ 24,000.00
Proposed Engineering Services Total	\$ 109,035.00
Estimated Construction Cost	\$ 406,600.00
<u>Proposed Engineering Total</u>	<u>\$ 109,035.00</u>
Total Estimated Project Cost	\$ 515,635.00



Additional services beyond those described in the Scope of Services will be completed under the current on-going contract at the established rates. No additional services will be performed or invoiced without prior authorization from the City.

It is anticipated that it will take four (4) months after the approval to complete the design.

HDR appreciates the opportunity to submit this agreement and to continue working for the City of Angleton.

Sincerely,

HDR ENGINEERING, INC

David Weston
Vice President/Department Manager

Approved:

Authorized signature on behalf of the City of Angleton:

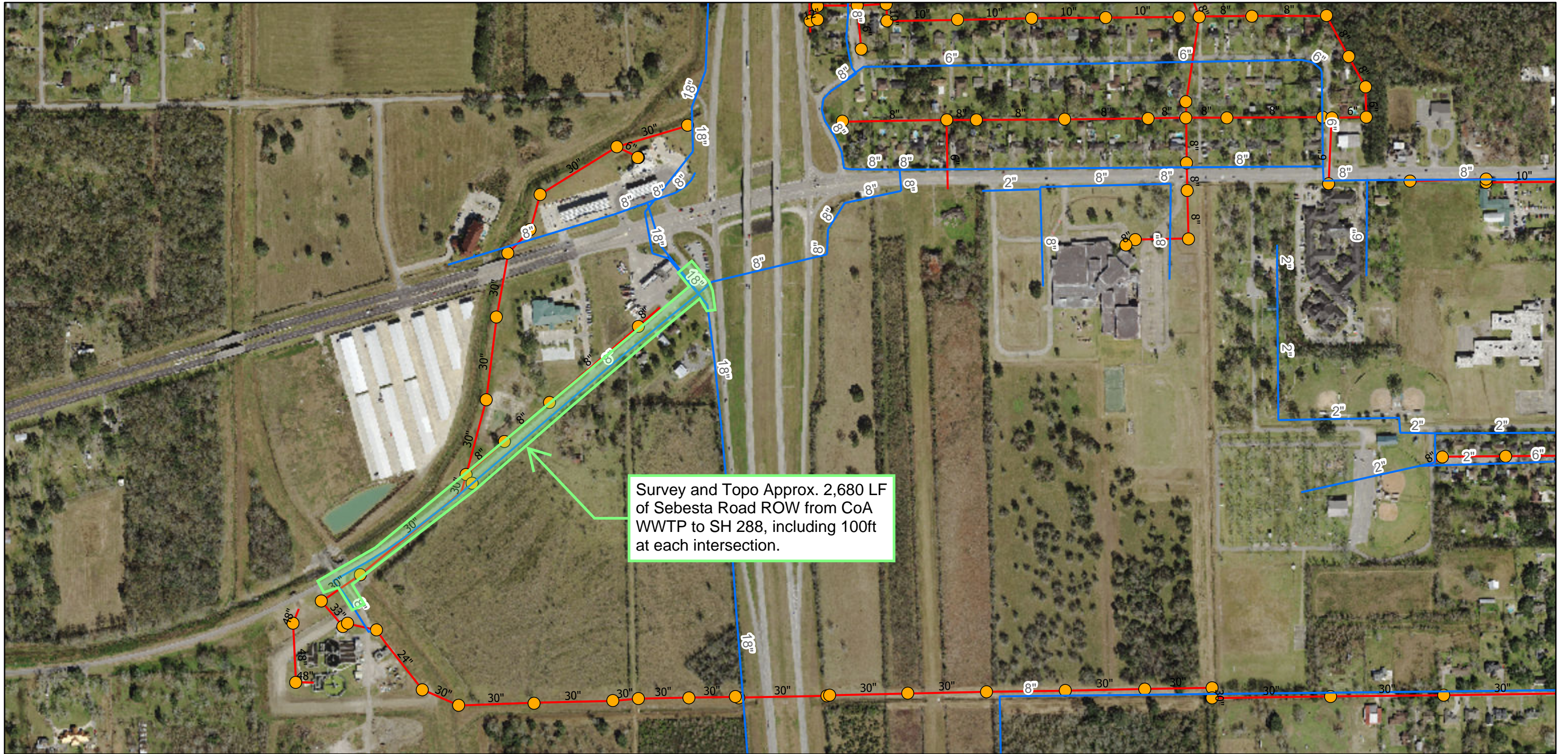
Printed Name: _____

Title: _____

Date: _____

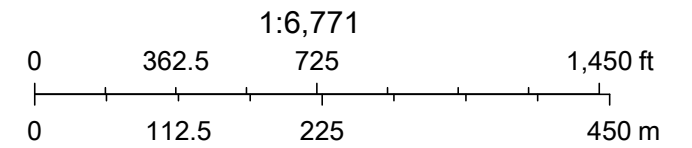
OPINION OF PROBABLE CONSTRUCTION COST					
Water/Sewer Maintenance Project					
CITY OF ANGLETON, TX					
July 2023					
Water Line - Exhibit A: Sebesta Road					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL AMOUNT
A) GENERAL ITEMS					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	L.S.	1	\$ 34,000.00	\$ 34,000.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPES requirements, complete in place, the sum of:	L.S.	1	\$ 5,000.00	\$ 5,000.00
SUB-TOTAL GENERAL ITEMS					\$ 39,000.00
B) WATER ITEMS					
3	12-inch resilient seated gate valve with box, complete in place, the sum of:	E.A.	3	\$ 5,000.00	\$ 15,000.00
4	Remove and slavage fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	E.A.	1	\$ 700.00	\$ 700.00
5	Install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	E.A.	1	\$ 7,000.00	\$ 7,000.00
6	Furnish and install 12-inch PVC C-900 DR18 CL 235 water line, all fittings, by open cut or augered construction as shown on plans, all depths, complete in place, the sum of:	L.F.	2680	\$ 135.00	\$ 361,800.00
7	12" tapping sleeve and valve connection, complete in place, the sum of:	E.A.	1	\$ 4,000.00	\$ 4,000.00
8	12" wet connection, complete in place, the sum of:	E.A.	1	\$ 3,800.00	\$ 3,800.00
9	8" cut, plug, and abandon, complete in place, the sum of:	E.A.	2	\$ 1,500.00	\$ 3,000.00
10	Short side water service connection replacement, complete in place, the sum of:	E.A.	2	\$ 1,000.00	\$ 2,000.00
11	Long side water service connection replacement, complete in place, the sum of:	E.A.	2	\$ 1,500.00	\$ 3,000.00
12	Abandon existing water valve, complete in place, the sum of:	E.A.	1	\$ 800.00	\$ 800.00
13	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place, the sum of:	L.F.	2680	\$ 2.00	\$ 5,360.00
SUB-TOTAL WATER ITEMS					\$ 406,460.00
SUB-TOTAL GENERAL ITEMS					\$ 39,000.00
SUB-TOTAL WATER ITEMS					\$ 406,460.00
MISCELLANEOUS ITEMS (30%)					\$ 133,638.00
TOTAL CONSTRUCTION ITEMS					\$ 579,098.00
SURVEY AND TOPOGRAPH ROW					\$ 10,587.50
ENGINEERING ITEMS					\$ 144,774.50
TOTAL OPINION OF PROBABLE CONSTRUCTION COST					\$ 734,460.00

Exhibit A: Sebesta Road Water Line



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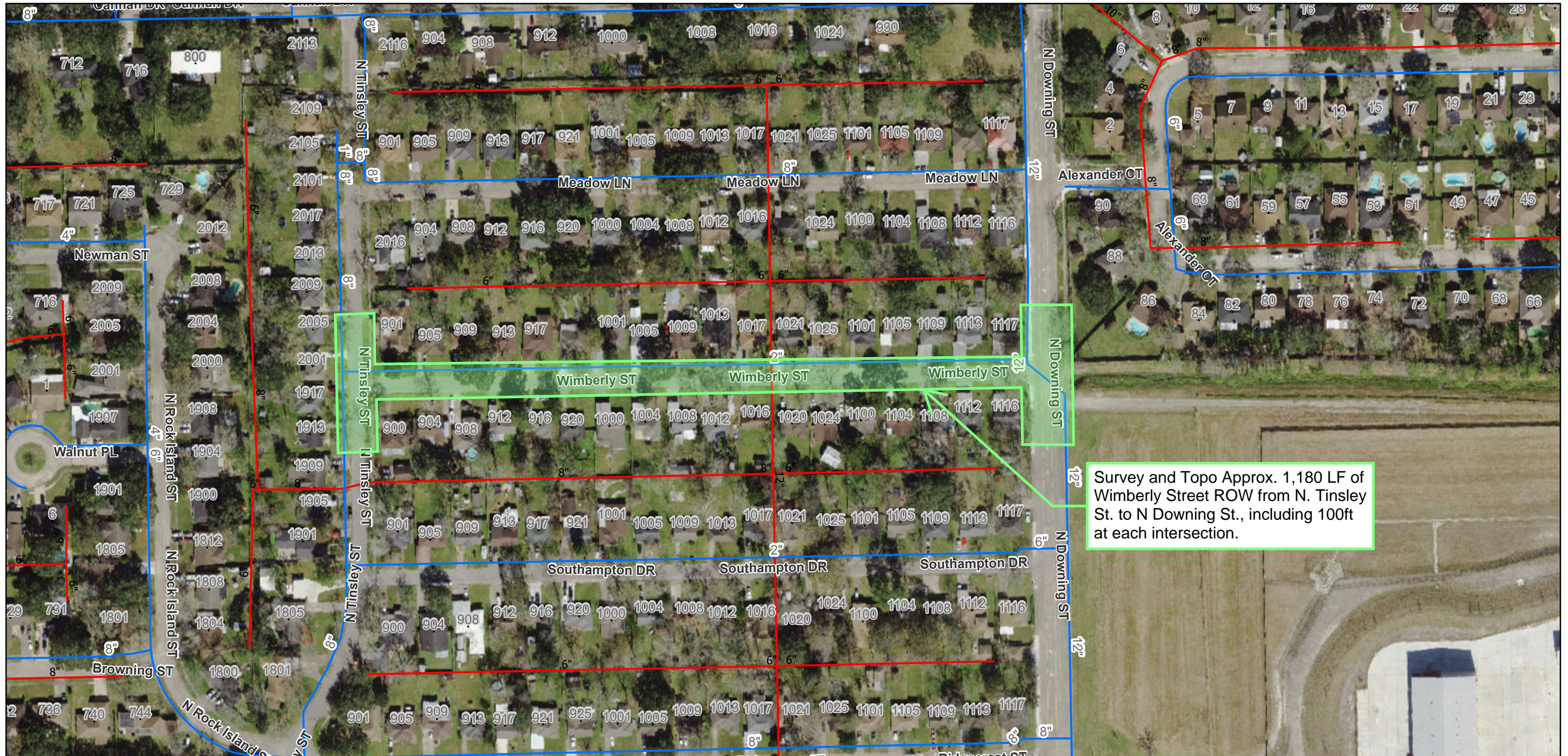
- Water Mains
- Sanitary Sewer - Manholes
- Sanitary Sewer - Gravity Mains



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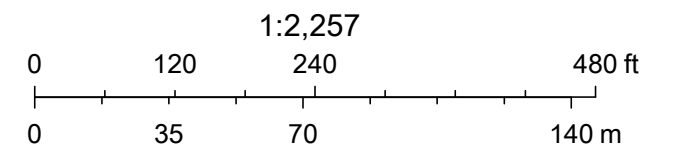
OPINION OF PROBABLE CONSTRUCTION COST					
Water/Sewer Maintenance Project					
CITY OF ANGLETON, TX					
July 2023					
Water Line - Exhibit B: Wimberly Street					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL AMOUNT
A) GENERAL ITEMS					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	L.S.	1	\$ 15,000.00	\$ 15,000.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPES requirements, complete in place, the sum of:	L.S.	1	\$ 5,000.00	\$ 5,000.00
SUB-TOTAL GENERAL ITEMS					\$ 20,000.00
B) WATER ITEMS					
3	8-inch resilient seated gate valve with box, complete in place, the sum of:	E.A.	4	\$ 2,700.00	\$ 10,800.00
4	Remove and slavage fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	E.A.	1	\$ 700.00	\$ 700.00
5	Install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	E.A.	1	\$ 7,000.00	\$ 7,000.00
6	Furnish and install 8-inch PVC C-900 DR18 CL 235 water line, all fittings, by open cut or augered construction as shown on plans, all depths, complete in place, the sum of:	L.F.	1180	\$ 85.00	\$ 100,300.00
7	8" tapping sleeve and valve connection, complete in place, the sum of:	E.A.	2	\$ 1,500.00	\$ 3,000.00
8	8" wet connection, complete in place, the sum of:	E.A.	0	\$ 1,100.00	\$ -
9	2" cut, plug, and abandon, complete in place, the sum of:	E.A.	2	\$ 500.00	\$ 1,000.00
10	Short side water service connection replacement, complete in place, the sum of:	E.A.	17	\$ 1,000.00	\$ 17,000.00
11	Long side water service connection replacement, complete in place, the sum of:	E.A.	18	\$ 1,500.00	\$ 27,000.00
12	Abandon existing water valve, complete in place, the sum of:	E.A.	2	\$ 800.00	\$ 1,600.00
13	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place, the sum of:	L.F.	1180	\$ 2.00	\$ 2,360.00
SUB-TOTAL WATER ITEMS					\$ 170,760.00
SUB-TOTAL GENERAL ITEMS					\$ 20,000.00
SUB-TOTAL WATER ITEMS					\$ 170,760.00
MISCELLANEOUS ITEMS (30%)					\$ 57,228.00
TOTAL CONSTRUCTION ITEMS					\$ 247,988.00
SURVEY AND TOPOGRAPH ROW					\$ 6,154.50
ENGINEERING ITEMS					\$ 61,997.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST					\$ 316,139.50

Exhibit B: Wimberley Street Water Line



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- Streets
- Address Points
- Water Mains
- Sanitary Sewer - Manholes
- Sanitary Sewer - Gravity Mains



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Brazoria County, Texas Parks &

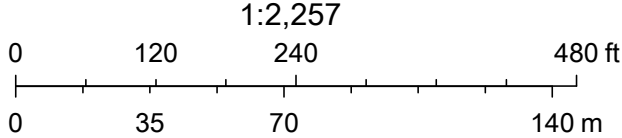
OPINION OF PROBABLE CONSTRUCTION COST					
Water/Sewer Maintenance Project					
CITY OF ANGLETON, TX					
July 2023					
Water Line - Exhibit C: Chevy Chase Drive					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL AMOUNT
A) GENERAL ITEMS					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	L.S.	1	\$ 15,500.00	\$ 15,500.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPES requirements, complete in place, the sum of:	L.S.	1	\$ 5,000.00	\$ 5,000.00
SUB-TOTAL GENERAL ITEMS					\$ 20,500.00
B) WATER ITEMS					
3	8-inch resilient seated gate valve with box, complete in place, the sum of:	E.A.	5	\$ 2,700.00	\$ 13,500.00
4	Remove and slavage fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	E.A.	2	\$ 700.00	\$ 1,400.00
5	Install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	E.A.	2	\$ 7,000.00	\$ 14,000.00
6	Furnish and install 8-inch PVC C-900 DR18 CL 235 water line, all fittings, by open cut or augered construction as shown on plans, all depths, complete in place, the sum of:	L.F.	1200	\$ 85.00	\$ 102,000.00
7	8" tapping sleeve and valve connection, complete in place, the sum of:	E.A.	2	\$ 1,500.00	\$ 3,000.00
8	8" wet connection, complete in place, the sum of:	E.A.	0	\$ 1,100.00	\$ -
9	2" cut, plug, and abandon, complete in place, the sum of:	E.A.	2	\$ 500.00	\$ 1,000.00
10	Short side water service connection replacement, complete in place, the sum of:	E.A.	13	\$ 1,000.00	\$ 13,000.00
11	Long side water service connection replacement, complete in place, the sum of:	E.A.	18	\$ 1,500.00	\$ 27,000.00
12	Abandon existing water valve, complete in place, the sum of:	E.A.	4	\$ 800.00	\$ 3,200.00
13	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place, the sum of:	L.F.	1200	\$ 2.00	\$ 2,400.00
SUB-TOTAL WATER ITEMS					\$ 180,500.00
SUB-TOTAL GENERAL ITEMS					\$ 20,500.00
SUB-TOTAL WATER ITEMS					\$ 180,500.00
MISCELLANEOUS ITEMS (30%)					\$ 60,300.00
TOTAL CONSTRUCTION ITEMS					\$ 261,300.00
SURVEY AND TOPOGRAPH ROW					\$ 4,562.80
ENGINEERING ITEMS					\$ 65,325.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST					\$ 331,187.80

Exhibit C: Chevy Chase Water Line



6/16/2023, 12:58:14 PM

- Streets
- Address Points
- Water Mains
- Sanitary Sewer - Manholes
- Sanitary Sewer - Gravity Mains



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Brazoria County, Texas Parks &

OPINION OF PROBABLE CONSTRUCTION COST					
Water/Sewer Maintenance Project					
CITY OF ANGLETON, TX					
July 2023					
Water Line - Exhibit D: West Ash Street					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL AMOUNT
A) GENERAL ITEMS					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	L.S.	1	\$ 13,200.00	\$ 13,200.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPES requirements, complete in place, the sum of:	L.S.	1	\$ 5,000.00	\$ 5,000.00
SUB-TOTAL GENERAL ITEMS					\$ 18,200.00
B) WATER ITEMS					
3	8-inch resilient seated gate valve with box, complete in place, the sum of:	E.A.	5	\$ 2,700.00	\$ 13,500.00
4	Remove and slavage fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	E.A.	2	\$ 700.00	\$ 1,400.00
5	Install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	EA.	3	\$ 7,000.00	\$ 21,000.00
6	Furnish and install 8-inch PVC C-900 DR18 CL 235 water line, all fittings, by open cut or augered construction as shown on plans, all depths, complete in place, the sum of:	L.F.	1050	\$ 85.00	\$ 89,250.00
7	8" tapping sleeve and valve connection, complete in place, the sum of:	E.A.	3	\$ 1,500.00	\$ 4,500.00
8	8" wet connection, complete in place, the sum of:	E.A.	0	\$ 1,100.00	\$ -
9	2" cut, plug, and abandon, complete in place, the sum of:	E.A.	4	\$ 500.00	\$ 2,000.00
10	Short side water service connection replacement, complete in place, the sum of:	E.A.	6	\$ 1,000.00	\$ 6,000.00
11	Long side water service connection replacement, complete in place, the sum of:	E.A.	7	\$ 1,500.00	\$ 10,500.00
12	Abandon existing water valve, complete in place, the sum of:	E.A.	3	\$ 800.00	\$ 2,400.00
13	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place, the sum of:	L.F.	1050	\$ 2.00	\$ 2,100.00
SUB-TOTAL WATER ITEMS					\$ 152,650.00
SUB-TOTAL GENERAL ITEMS					\$ 18,200.00
SUB-TOTAL WATER ITEMS					\$ 152,650.00
MISCELLANEOUS ITEMS (30%)					\$ 51,255.00
TOTAL CONSTRUCTION ITEMS					\$ 222,105.00
SURVEY AND TOPOGRAPH ROW					\$ 6,384.40
ENGINEERING ITEMS					\$ 55,526.25
TOTAL OPINION OF PROBABLE CONSTRUCTION COST					\$ 284,015.65

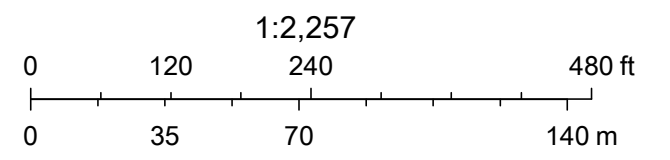
Exhibit D: West Ash Street Water Line



Survey and Topo Approx. 1,050 LF of W. Ash Street ROW and N. Walker Street to W. Miller St., including 100ft at each intersection.

6/16/2023, 2:40:27 PM

- Streets
- Address Points
- Water Mains
- Sanitary Sewer - Manholes
- Sanitary Sewer - Gravity Mains



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Brazoria County, Texas Parks &

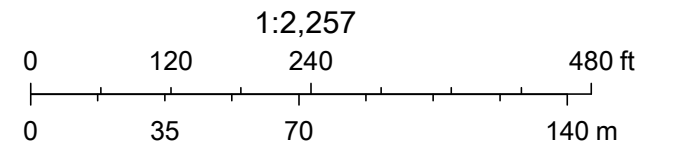
OPINION OF PROBABLE CONSTRUCTION COST					
Water/Sewer Maintenance Project					
CITY OF ANGLETON, TX					
July 2023					
Water Line - Exhibit E: Orange Street					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL AMOUNT
A) GENERAL ITEMS					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	L.S.	1	\$ 24,500.00	\$ 24,500.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPEs requirements, complete in place, the sum of:	L.S.	1	\$ 5,000.00	\$ 5,000.00
				SUB-TOTAL GENERAL ITEMS	\$ 29,500.00
B) WATER ITEMS					
3	8-inch resilient seated gate valve with box, complete in place, the sum of:	E.A.	12	\$ 2,700.00	\$ 32,400.00
4	Remove and slavage fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	E.A.	4	\$ 700.00	\$ 2,800.00
5	Install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	EA.	4	\$ 7,000.00	\$ 28,000.00
6	Furnish and install 8-inch PVC C-900 DR18 CL 235 water line, all fittings, by open cut or augered construction as shown on plans, all depths, complete in place, the sum of:	L.F.	1950	\$ 85.00	\$ 165,750.00
7	8" tapping sleeve and valve connection, complete in place, the sum of:	E.A.	7	\$ 1,500.00	\$ 10,500.00
8	8" wet connection, complete in place, the sum of:	E.A.	0	\$ 1,100.00	\$ -
9	2" cut, plug, and abandon, complete in place, the sum of:	E.A.	3	\$ 500.00	\$ 1,500.00
10	4" cut, plug, and abandon, complete in place, the sum of:	E.A.	4	\$ 1,000.00	\$ 4,000.00
11	Short side water service connection replacement, complete in place, the sum of:	E.A.	15	\$ 1,000.00	\$ 15,000.00
12	Long side water service connection replacement, complete in place, the sum of:	E.A.	12	\$ 1,500.00	\$ 18,000.00
13	Abandon existing water valve, complete in place, the sum of:	E.A.	5	\$ 800.00	\$ 4,000.00
14	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place, the sum of:	L.F.	1950	\$ 2.00	\$ 3,900.00
				SUB-TOTAL WATER ITEMS	\$ 285,850.00
				SUB-TOTAL GENERAL ITEMS	\$ 29,500.00
				SUB-TOTAL WATER ITEMS	\$ 285,850.00
				MISCELLANEOUS ITEMS (30%)	\$ 94,605.00
				TOTAL CONSTRUCTION ITEMS	\$ 409,955.00
				SURVEY AND TOPOGRAPH ROW	\$ 11,866.80
				ENGINEERING ITEMS	\$ 102,488.75
				TOTAL OPINION OF PROBABLE CONSTRUCTION COST	\$ 524,310.55

Exhibit E: Orange Street Water Line



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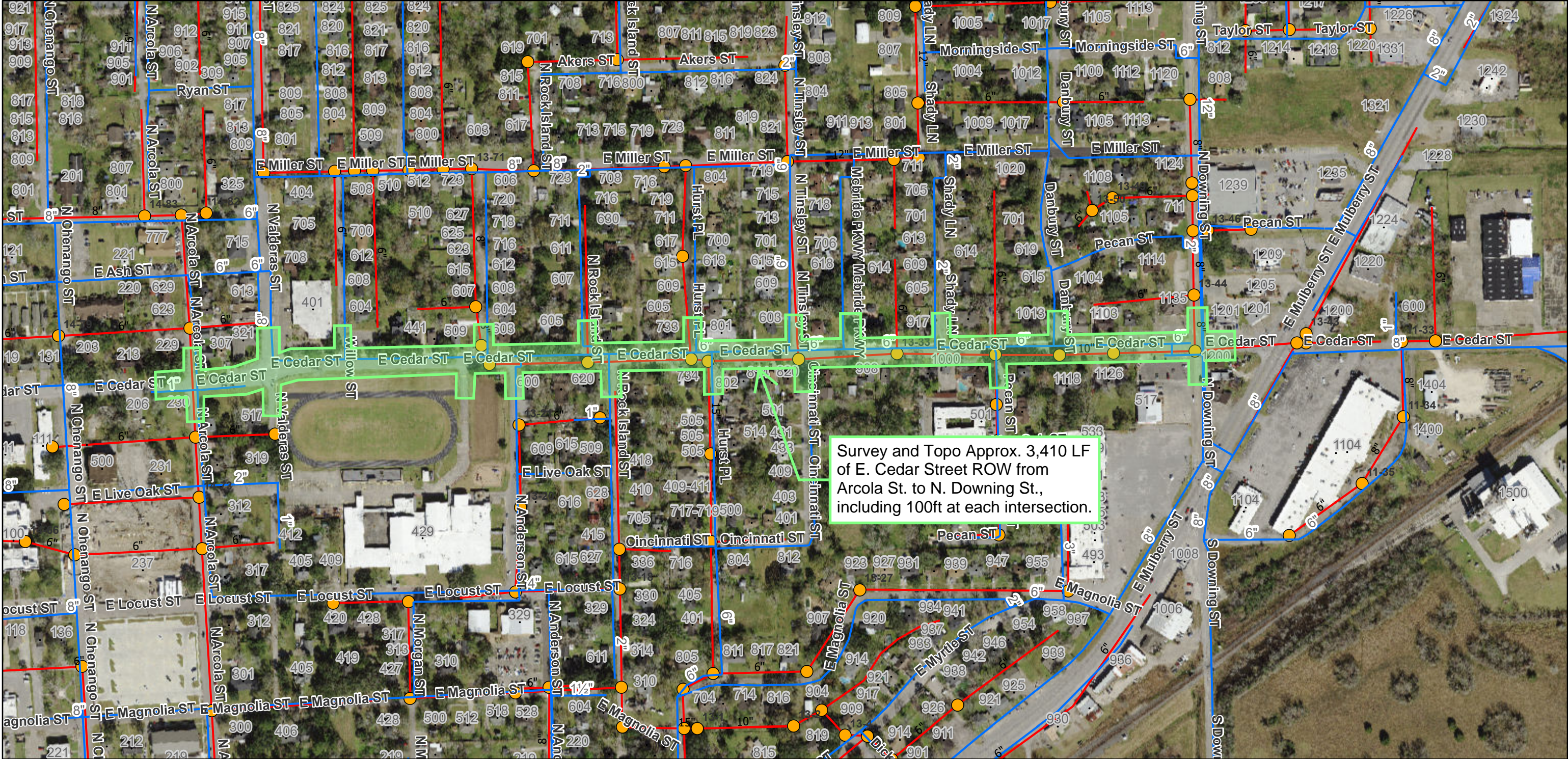
- Streets
- Address Points
- Water Mains
- Sanitary Sewer - Manholes
- Sanitary Sewer - Gravity Mains



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Brazoria County, Texas Parks &

OPINION OF PROBABLE CONSTRUCTION COST					
Water/Sewer Maintenance Project					
CITY OF ANGLETON, TX					
July 2023					
Water Line - Exhibit F: East Cedar Street Improvements					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL AMOUNT
A) GENERAL ITEMS					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	L.S.	1	\$ 43,000.00	\$ 43,000.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPES requirements, complete in place, the sum of:	L.S.	1	\$ 10,000.00	\$ 10,000.00
SUB-TOTAL GENERAL ITEMS					\$ 53,000.00
B) WATER ITEMS					
3	8-inch resilient seated gate valve with box, complete in place, the sum of:	E.A.	30	\$ 2,700.00	\$ 81,000.00
4	Remove and slavage fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	E.A.	5	\$ 700.00	\$ 3,500.00
5	Install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	EA.	5	\$ 7,000.00	\$ 35,000.00
6	Furnish and install 8-inch PVC C-900 DR18 CL 235 water line, all fittings, by open cut or augered construction as shown on plans, all depths, complete in place, the sum of:	L.F.	3410	\$ 85.00	\$ 289,850.00
7	8" tapping sleeve and valve connection, complete in place, the sum of:	E.A.	15	\$ 1,500.00	\$ 22,500.00
8	8" wet connection, complete in place, the sum of:	E.A.	0	\$ 1,100.00	\$ -
9	2" cut, plug, and abandon, complete in place, the sum of:	E.A.	15	\$ 500.00	\$ 7,500.00
10	Short side water service connection replacement, complete in place, the sum of:	E.A.	23	\$ 1,000.00	\$ 23,000.00
11	Long side water service connection replacement, complete in place, the sum of:	E.A.	13	\$ 1,500.00	\$ 19,500.00
12	Abandon existing water valve, complete in place, the sum of:	E.A.	20	\$ 800.00	\$ 16,000.00
13	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place, the sum of:	L.F.	3410	\$ 2.00	\$ 6,820.00
SUB-TOTAL WATER ITEMS					\$ 504,670.00
SUB-TOTAL GENERAL ITEMS					\$ 53,000.00
SUB-TOTAL WATER ITEMS					\$ 504,670.00
MISCELLANEOUS ITEMS (30%)					\$ 167,301.00
TOTAL CONSTRUCTION ITEMS					\$ 724,971.00
SURVEY AND TOPOGRAPH ROW					\$ 20,780.10
ENGINEERING ITEMS					\$ 181,242.75
TOTAL OPINION OF PROBABLE CONSTRUCTION COST					\$ 926,993.85

Exhibit F: East Cedar Street Improvements

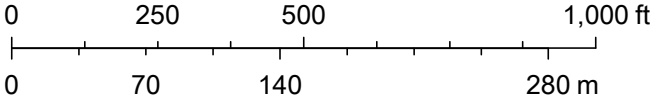


Survey and Topo Approx. 3,410 LF of E. Cedar Street ROW from Arcola St. to N. Downing St., including 100ft at each intersection.

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1:4,514

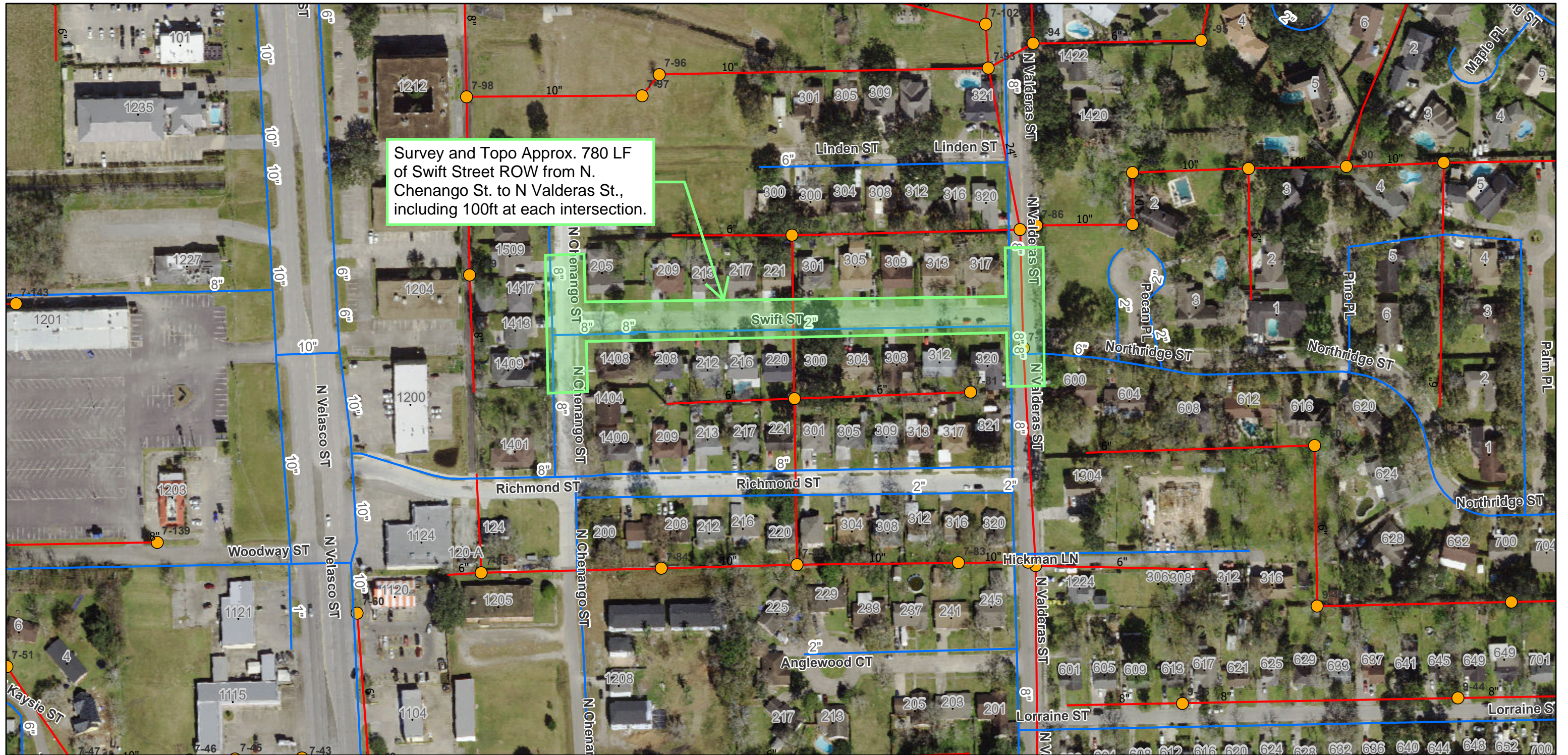
- Streets
- Address Points
- Water Mains
- Sanitary Sewer - Manholes
- Sanitary Sewer - Gravity Mains



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Brazoria County, Texas Parks &

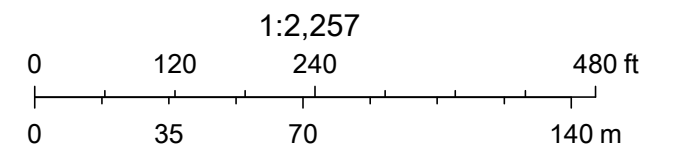
OPINION OF PROBABLE CONSTRUCTION COST					
Water/Sewer Maintenance Project					
CITY OF ANGLETON, TX					
July 2023					
Water Line - Exhibit G: Swift Street					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL AMOUNT
A) GENERAL ITEMS					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	L.S.	1	\$ 11,000.00	\$ 11,000.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPES requirements, complete in place, the sum of:	L.S.	1	\$ 5,000.00	\$ 5,000.00
SUB-TOTAL GENERAL ITEMS					\$ 16,000.00
B) WATER ITEMS					
3	8-inch resilient seated gate valve with box, complete in place, the sum of:	E.A.	4	\$ 2,700.00	\$ 10,800.00
4	Remove and slavage fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	E.A.	0	\$ 700.00	\$ -
5	Install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	EA.	1	\$ 7,000.00	\$ 7,000.00
6	Furnish and install 8-inch PVC C-900 DR18 CL 235 water line, all fittings, by open cut or augered construction as shown on plans, all depths, complete in place, the sum of:	L.F.	780	\$ 85.00	\$ 66,300.00
7	8" tapping sleeve and valve connection, complete in place, the sum of:	E.A.	2	\$ 1,500.00	\$ 3,000.00
8	8" wet connection, complete in place, the sum of:	E.A.	0	\$ 1,100.00	\$ -
9	2" cut, plug, and abandon, complete in place, the sum of:	E.A.	2	\$ 500.00	\$ 1,000.00
10	Short side water service connection replacement, complete in place, the sum of:	E.A.	13	\$ 1,000.00	\$ 13,000.00
11	Long side water service connection replacement, complete in place, the sum of:	E.A.	10	\$ 1,500.00	\$ 15,000.00
12	Abandon existing water valve, complete in place, the sum of:	E.A.	6	\$ 800.00	\$ 4,800.00
13	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place, the sum of:	L.F.	780	\$ 2.00	\$ 1,560.00
SUB-TOTAL WATER ITEMS					\$ 122,460.00
SUB-TOTAL GENERAL ITEMS					\$ 16,000.00
SUB-TOTAL WATER ITEMS					\$ 122,460.00
MISCELLANEOUS ITEMS (30%)					\$ 41,538.00
TOTAL CONSTRUCTION ITEMS					\$ 179,998.00
SURVEY AND TOPOGRAPH ROW					\$ 4,562.80
ENGINEERING ITEMS					\$ 44,999.50
TOTAL OPINION OF PROBABLE CONSTRUCTION COST					\$ 229,560.30

Exhibit G: Swift Street Water Line



6/16/2023, 2:31:00 PM

- Streets
- Address Points
- Water Mains
- Sanitary Sewer - Manholes
- Sanitary Sewer - Gravity Mains



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Brazoria County, Texas Parks &



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023
PREPARED BY: Chris Whittaker
AGENDA CONTENT: 2023 Street Condition Assessment Update

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**
\$37,225.00

FUND:

EXECUTIVE SUMMARY:

The City of Angleton has requested an update to the Street Condition Assessment Document which was performed in 2017. This will be a visual inspection of the city streets. This document will be created listing of the street conditions and provide estimates cost to rehabilitate them. This planning document will be used to assist the City in identifying future paving projects throughout the City and provide a high levels of project budgetary costs.

RECOMMENDATION: Council to approve HDR for an amount of \$37,225.00 to perform the 2023 Street Condition Assessment Update.

October 31, 2023

Mr. Chris Whittaker
City Manager
City of Angleton
121 South Velasco Street
Angleton, Texas 77515

Re: Proposal for Professional Engineering Services for
2023 Street Condition Assessment Update
City of Angleton

Dear Mr. Whittaker:

In response to your request, HDR Engineering, Inc. (HDR) is pleased to submit this proposal for preparing the 2023 Street Condition Assessment Update. It is anticipated that this proposed planning document will be used to guide the City of Angleton's future Street Capital Improvement Planning.

SCOPE OF SERVICES

The City of Angleton has requested a 2023 Update to the Street Condition Assessment Document which was last updated in 2017. To complete this update, HDR proposes to re-evaluate all streets included in the street inventory table included in Appendix A of the 2017 planning document. Per the City's request, the 2023 update will not include an evaluation of streets constructed in the last six years. Data for streets constructed in the last six years will be extracted from record drawings and incorporated into the street inventory only.

HDR will update the existing street inventory data (pavement type, street widths, and relative level of traffic) and then perform an evaluation of the current general condition of the pavement based solely on visual inspection of the type and approximate amount of pavement distress observed. The pavement condition rating system used in the 2017 planning document will be used to apply a rating to each street.

Once each street has been evaluated and assigned a condition rating, HDR will develop budgetary Engineer's Opinions of Probable Construction Costs (OPCCs) for the proposed rehabilitation or reconstruction associated with the assigned condition rating. It should be noted that the actual street rehabilitation or reconstruction method and associated OPCC may change after detailed engineering and surveying is completed. For purposes of this planning document, HDR will consider proven industry standard rehabilitation and reconstruction techniques for each street.

HDR proposes that data obtained during the evaluation be collected using ESRI Survey 123 or Collector app using the City's GIS street shapefiles. Data will be collected in real-time and progress tracked during the evaluation process. The completed GIS data set will be used to generate summary tables and exhibits to be included in the updated planning document. The summary tables will catalog the evaluated pavement condition rating and OPCC for proposed rehabilitation and reconstruction for each street as well as present the streets in order of the condition rating assigned. The GIS data set will also be used to develop a "Pavement Condition Survey Map" which will graphically illustrate the deterioration levels assigned to each street. The streets will be presented in the table(s) in order of the observed pavement deterioration level. The proposed Street Condition Assessment Planning Document will provide information pertaining to the current condition of the pavement within the City's network and information pertinent to the development of a City-wide program of new construction, rehabilitation or maintenance that will optimize the use of available resources. The anticipated tasks are as follows:

1. Obtain City GIS street data for basis of the field evaluation.
2. Prepare GIS field collector or Survey123 app for field evaluation and data management.
3. Utilize the existing 9 level pavement condition rating system used in the 2017 assessment for continuity between street condition assessment planning documents.
4. Field work will compose of driving approximately 90% of City streets and walking approximately 10% of the City streets.
5. Data collected will be the type of paving, width, and level of traffic as observed during the evaluation.
6. Assign a pavement condition rating to each street based on a visual inspection of the deterioration levels of each street relative to City streets within the City of Angleton.
7. Input the collected data into spreadsheets and categorize them on the level of deterioration.
8. Compose Street Condition Assessment Planning Document.
9. Coordinate with the City on the expected method of paving rehabilitation and expected cost associated with the selected method.
10. Prepare Engineer's Opinion of Probable Construction Costs (OPCC) for the rehabilitation or reconstruction of the pavement.
11. Prepare summary tables, exhibits, and graphs to summarize data and provide visual representation of the current pavement condition rating City-wide and change from the 2017 assessment.
12. One meeting with the City's staff and incorporate their comments into the report.
13. Prepare evaluation data in a format compatible to be entered into the City's GIS database.
14. Present two hard copies and one electronic copy to the City.
15. The anticipated mileage of roads being assessed and that are maintained by the city is approximately 98 miles. If it is found that the assessment exceeds this total, the rate for each additional 10 miles assessed will be \$800.00 per 10-miles or pro-rated based

on this amount for milage under the increment of 10-miles. The additional miles will only be assessed after approval from the City of Angleton.

Items not included in the report are the conditions for existing sidewalk, parking lots, or drainage. This report is assessing the existing pavement in City streets only. This report will be a stand alone report by itself and not a part of any other City reporting or rating systems or programs.

FEE FOR SERVICES

HDR's fee for the services described above shall be a lump sum figure of \$37,225.00.

We will submit monthly progress invoice with status reports for all work completed to invoice date.

Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 3.18 and direct costs plus 10%.

TERMS AND CONDITIONS

This project will be performed under the current on-going services contract with the City of Angleton, and its terms and conditions will apply.

SCHEDULE

This project will take approximately 14 weeks from time that HDR receives the notice to proceed.

HDR appreciates the opportunity to submit this proposal and to continue working for the City of Angleton.

Sincerely,

HDR ENGINEERING, INC.



David Weston
Vice President/Area Manager

Staff recommends replacing our current aged Gradall with a new piece of equipment, purchasing these 2 pieces of equipment showcased and recommends that the City Council authorize the City Manager to sign the financing agreement with Government Capital for the purchase of equipment for Public Works.

RESOLUTION NO. 20231114-22

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, APPROVING A FINANCE CONTRACT BETWEEN THE CITY OF ANGLETON, TEXAS AND GOVERNMENT CAPITAL CORPORATION FOR THE PURPOSE OF FINANCING HEAVY EQUIPMENT FOR PUBLIC WORKS AND APPOINTING THE CITY MANAGER OR HIS DESIGNEE AS AUTHORIZED SIGNER AND AUTHORIZE EXECUTION BY THE MAYOR FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Angleton (the "Issuer") desires to enter into that certain Public Property Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Heavy Equipment" for the Public Works Department. A true and correct copy of the said Finance Contract is attached hereto as Exhibit "A". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

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

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

SECTION 2. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Heavy Equipment" for the Public Works Department and the City Council of the City of Angleton does approve the finance contract attached hereto as Exhibit "A".

SECTION 3. That the Finance Contract by and between the City of Angleton and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

SECTION 4. That the Issuer appoints the City Manager or the City Manager's designee, as the authorized signer of the Finance Contract by and between the City of Angleton and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

SECTION 5. That should the need arise, if applicable, the City of Angleton will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

SECTION 6. That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

SECTION 7. This Resolution has been PASSED upon Motion made by Council Member _____, seconded by Council Member _____ by a vote of _____ Ayes to _____ Nays, and is approved this 14th day of November, 2023.

PASSED AND APPROVED THIS THE 14th DAY OF NOVEMBER, 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



GOVERNMENT CAPITAL CORPORATION

November 7, 2023

Mr. Phillip Conner
Angleton City Hall
(979) 849-4364
pconner@angleton.tx.us

Dear Phill,

Thank you for the opportunity to present proposed financing for City of Angleton. I am submitting for your review the following proposed structure:

ISSUER:	City of Angleton, Texas
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005

EQUIPMENT COST:	\$ 454,126.63	
TERM:	5 Annual Payments	7 Annual Payments
INTEREST RATE:	5.47%	5.49%
PAYMENT AMOUNT:	\$ 108,383.45	\$ 81,479.08
PAYMENTS BEGINNING:	One year from signing and annually thereafter	

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above payment amount includes all applicable fees expressed as 0.02. These costs can include documentation fees, legal fees, issuance expenses, etc. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
SVP Client Services
Main: 817-421-5400



GOVERNMENT CAPITAL CORPORATION

November 7, 2023

Mr. Phillip Conner
Angleton City Hall
(979) 849-4364
pconner@angleton.tx.us

Dear Phill,

Thank you for the opportunity to present proposed financing for City of Angleton. I am submitting for your review the following proposed structure:

ISSUER:	City of Angleton, Texas
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005

EQUIPMENT COST:	\$ 184,497.67	
TERM:	5 Annual Payments	7 Annual Payments
INTEREST RATE:	5.42%	5.45%
PAYMENT AMOUNT:	\$ 41,712.75	\$ 31,333.68
PAYMENTS BEGINNING:	At signing and annually thereafter	

EQUIPMENT COST:	\$ 269,628.96	
TERM:	5 Annual Payments	7 Annual Payments
INTEREST RATE:	5.42%	5.45%
PAYMENT AMOUNT:	\$ 60,959.93	\$ 45,791.73
PAYMENTS BEGINNING:	At signing and annually thereafter	

EQUIPMENT COST:	\$ 454,126.63	
TERM:	5 Annual Payments	7 Annual Payments
INTEREST RATE:	5.42%	5.45%
PAYMENT AMOUNT:	\$ 102,672.68	\$ 77,125.41
PAYMENTS BEGINNING:	At signing and annually thereafter	

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above payment amount includes all applicable fees expressed as 0.02. These costs can include documentation fees, legal fees, issuance expenses, etc. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
SVP Client Services
Main: 817-421-5400

REF# Q-04940

MUSTANG MACHINERY COMPANY, LLC. D/B/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 | PHONE: (800) 256 - 1001

SOLD TO	CUSTOMER	City Of Angleton	SHIP TO	
	STREET ADDRESS	25 OAK DRIVE		25 OAK DRIVE
	CITY/STATE	LAKE JACKSON/TX		LAKE JACKSON/TX
	POSTAL CODE	77566-5289		77566-5289
	COUNTY/ COUNTRY	US		US
	PHONE NUMBER			
	EMAIL	jsifford@angleton.tx.us		
	CUSTOMER CONTACT	EQUIPMENT Jeff Sifford		F.O.B. AT:
		PRODUCT		
		SUPPORT		
	INDUSTRY CODE			SHIP VIA:
	PRINCIPAL WORK CODE			

CUSTOMER NUMBER: 0684150	SALES TAX EXEMPTION NUMBER (IF APPLICABLE):	CUSTOMER PO NUMBER:
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TERMS	PAYMENT TERMS:											
	FINANCIALSERVICES:	Government Lease with \$1 Buyout.										
	CASH WITH ORDER: \$0.00	CONTRACT INTEREST RATE										
		<table border="1"> <thead> <tr> <th>Type</th> <th>Term</th> <th>Payment</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>60 Month Government Lease</td> <td>60</td> <td>\$3,652.39</td> <td>6.99%</td> </tr> <tr> <td>72 Month Government Lease</td> <td>72</td> <td>\$3,144.60</td> <td>6.99%</td> </tr> </tbody> </table>	Type	Term	Payment	Rate	60 Month Government Lease	60	\$3,652.39	6.99%	72 Month Government Lease	72
Type	Term	Payment	Rate									
60 Month Government Lease	60	\$3,652.39	6.99%									
72 Month Government Lease	72	\$3,144.60	6.99%									
BALANCE TO FINANCE. \$184,497.67												

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: Caterpillar	MODEL: 308 VAB	YEAR: 2024
ID NUMBER:	SERIAL NUMBER:	SMU:
308 07A CR MHE CFG15D 0	640-0731	\$198,232.70
STD BLADE, STD U/C, RUBBER TRK 0	562-3700	\$7,766.90
MONITOR NEXT GEN, ADVANCED, CR 0	511-6177	\$1,429.15
COUNTERWEIGHT, EXTRA 0	525-6657	\$1,358.45
LINKAGE, BUCKET W/ LIFTING EYE 0	568-1567	\$767.60
INTEGRATED RADIO 0	511-6219	\$545.40
0P-2266 SHIPPING/STORAGE PROTECTION 0		\$273.71
EOU HOUSE SWING COVER, 8T 0 NC	605-3340	\$0.00
BELT, SEAT, 3" RETRACTABLE 0 NC	510-6085	\$0.00
PRODUCT LINK, CELLULAR PLE643 0 NC	557-5123	\$0.00
CAT KEY, WITH PASSCODE OPTION 0 NC	522-6460	\$0.00
INSTRUCTIONS, ANSI 0 NC	553-9616	\$0.00
0P-3380 INSTRUCTIONS, ENGLISH 0 NC		\$0.00
0P-4299 PACKING, LAST MILE PROGRAM 0 NC		\$0.00
308 24 BKT	23NE2327	\$2,527.78
COUPLER, PG, HYDR. TILT, 7-9T	485-5305	\$13,639.00
PINS, BUCKET, 50MM	308-0324	\$125.00
BUCKET-DC, 54", 13.2 FT3, 7T	306-5662	\$3,563.00
PINS, BUCKET, 50MM	308-0324	\$125.00

Total Machine List Price: \$230,353.69

Dealer Discount: \$46,634.48

Quote Notes

COI. Sourcewell Contract #032119-CAT. Pricing valid 90 days.

TRADE-IN EQUIPMENT			TERMS OF SALE	
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	SUB TOTAL	
PAYOUT TO: _____	AMOUNT: \$0.00	PAID BY: _____	HEAVY EQUIPMENT TAX	Item 22. \$
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	SALES TAX	\$0.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	DOC FEE	\$400.00
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	DIESEL SURCHARGE	\$0.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	TOTAL CASH PRICE	\$184,097.67
<p>ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.</p> <p>PREVENTATIVE MAINTENANCE AGREEMENT</p> <p>CVA 500 Hours </p> <p>EQUIPMENT WARRANTY</p> <p>Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.</p>			CASH WITH ORDER	\$0.00
			TRADE IN ALLOWANCE	\$0.00
			TOTAL DOWN PMT. & TRADE IN ALLOWANCE	-
			UNPAID BALANCE OF TRADES	\$0.00
			Invoice – Downpayment + Trade in Allowance	\$184,097.67
			TOTAL AMOUNT TO BE FINANCED	\$184,497.67

WARRANTY TERM	48 Month 2000 Hours Premier Parts & Labor CAT Work Tools Warranty 12 Months/Unlimited Hours	CUSTOMER INITIAL.
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IT IS MUSTANG CAT's INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS

MUSTANG CAT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH MUSTANG CAT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF MUSTANG CAT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION, OR OTHER CHARGES BY MUSTANG CAT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.

MUSTANG CAT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. MUSTANG CAT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

DATE _____	DATE _____
ORDER RECEIVED BY _____	CUSTOMER NAME _____
Stuart Newton	
SIGNATURE _____	CUSTOMER SIGNATURE _____
OSR	
TITLE _____	TITLE _____

308 07A CR MHE CFG15D
LANE 3 - AVAILABLE FROM WUJIANG FACTORY
VARIABLE ANGLE BOOM MHE

Item 22.

INCLUDES:

- 512-1401 308 07A CR MINI EXCAVATOR
 - 511-6253 ELECTRICAL ARR, C3.3 HRC
 - 518-6184 ENGINE, EPA TIER 4 FINAL
 - 563-2092 STICK, 2ND AUX, VAB
 - 512-2576 BOOM, SWING, VARIABLE ANGLE
 - 514-8060 LINES, BOOM W/ BLCV VAB
 - 514-8074 LINES, STICK, W/ SLCV VAB
 - 510-6070 SEAT, AIR SUSP, FABRIC, HEATED
 - 511-6217 LIGHTS, LED
 - 511-6157 ALARM, TRAVEL
 - 511-6235 CAMERA, REAR VIEW
 - 519-3140 LINES, QC, STD STK,VAB, 3 LINE
 - 520-0778 CONTROL, QC, 3 LINE
 - 415-2556 HEATER, WATER JACKET
 - 382-8757 DRAIN, ECOLOGY
 - 555-8731 FILM, COUPLER, ISO
 - 557-1709 SOFTWARE, PROPORTIONAL CONTROL
 - 557-1710 SOFTWARE, STICK STEER CONTROL
 - 557-1711 SOFTWARE, 2 WAY CONTROL
 - 557-1713 SOFTWARE, CODED START
- NOTE: VARIABLE ANGLE BOOM MHE

TERMS AND CONDITIONS

- 1. DEFINITION OF MUSTANG:** MUSTANG and Seller are defined as Mustang Machinery Company, LLC. d/b/a MUSTANG CAT, Mustang Rental Services of Texas, LLC. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.
- 2. AGREEMENT:** This Agreement becomes binding on MUSTANG CAT only upon MUSTANG CAT's execution of this Agreement, and subject to the equipment from the manufacturer. Customer shall inspect the equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the equipment in good and operating condition unless the customer promptly notifies MUSTANG CAT of any defects, in writing and via telephone. MUSTANG CAT shall have the right, at its option, to either repair or replace the equipment, or terminate this Agreement, in which event the equipment shall be returned to MUSTANG CAT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of MUSTANG CAT.
- 3. TITLE TO EQUIPMENT:** Title to the equipment shall pass to the customer only upon MUSTANG CAT's actual receipt of funds in the total amount of the Purchase Price and other sums due to MUSTANG CAT hereunder.
- 4. TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto MUSTANG CAT to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.
- 5. TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the equipment.
- 6. CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, customer warrants that (i) if customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver, and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the equipment shall at all times be used solely for customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only customer's employees (who must be skilled, trained and certified to do so) shall use the equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the customer to be a contemporaneous exchange for new value given to customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by customer under this Agreement is in the ordinary course of business or financial affairs of customer and MUSTANG CAT, and such payment was made in the ordinary course of business or financial affairs of customer and MUSTANG CAT, or made according to ordinary business terms.
- 7. SOLE AND EXCLUSIVE REMEDY:** Customer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Customer acknowledges that he has received, read, understands and accepts the terms contained herein. The customer agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.
- 8. LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen. MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.
- 9. SECURITY AGREEMENT:** Unless the product(s) is paid for in full in cash at the time of delivery, MUSTANG CAT retains and customer hereby grants to MUSTANG CAT a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of MUSTANG CAT. Customer further appoints MUSTANG CAT as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of customer. In the event customer fails to execute any such financing statement or security agreement upon request by MUSTANG CAT, the entire balance of the purchase price shall be at MUSTANG CAT's option become due and payable and customer shall execute any notes or other evidences of indebtedness that may be required by MUSTANG CAT. However, any note taken herewith shall be evidence of customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).
- 10. EVENTS OF DEFAULT:** The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when MUSTANG CAT deems itself insecure with respect to customer's performance; (4) Customer fails to perform any of customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.
- 11. REMEDIES ON DEFAULT:** In the event of any default by customer, MUSTANG CAT is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, MUSTANG CAT may take possession of the equipment and sell, relet or otherwise dispose of the equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by MUSTANG CAT; (g) recover deficiency from customer; and/or (h) perform by itself, or cause performance of, customer's obligation, at customer's cost. In no event shall MUSTANG CAT be required to sell or relet the equipment, nor required to rebate or pay back any gain or profit as a result of leasing the equipment. MUSTANG CAT's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.
- 12. COLLECTIONS:** In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, CUSTOMER agrees to pay reasonable cost of collection and attorney's fees to MUSTANG CAT should this matter be placed in the hands of a collection agency or an attorney for collection.
- 13. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MUSTANG CAT AND MUSTANG CAT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES, WHILE THE EQUIPMENT IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CUSTOMER OR ITS AGENTS.**
- 14. INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to MUSTANG CAT a Certificate of Insurance evidencing same. Such insurance obtained by customer shall be primary.
- 15. NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at <https://www.mustangcat.com/legal-notices/>
- 16. MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

REF# Q-04943

MUSTANG MACHINERY COMPANY, LLC. D/B/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 | PHONE: (800) 256 - 1001

SOLD TO	CUSTOMER	City Of Angleton	SHIP TO	
	STREET ADDRESS	121 South Velasco		121 South Velasco
	CITY/STATE	Angleton/TX		Angleton/TX
	POSTAL CODE	77515		77515
	COUNTY/ COUNTRY	USA		USA
	PHONE NUMBER			
	EMAIL	jsifford@angleton.tx.us		
	CUSTOMER CONTACT	EQUIPMENT Jeff Sifford		F.O.B. AT:
		PRODUCT		
		SUPPORT		
	INDUSTRY CODE			SHIP VIA:
	PRINCIPAL WORK CODE			

CUSTOMER NUMBER: 0684150	SALES TAX EXEMPTION NUMBER (IF APPLICABLE):	CUSTOMER PO NUMBER:
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TERMS	PAYMENT TERMS:												
	FINANCIALSERVICES:	Government Lease with \$1 Buyout.											
	CASH WITH ORDER: \$0.00	CONTRACT INTEREST RATE											
		<table border="1"> <thead> <tr> <th>Type</th> <th>Term</th> <th>Payment</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>60 Month Government Lease</td> <td>60</td> <td>\$5,337.69</td> <td>6.99%</td> </tr> <tr> <td>72 Month Government Lease</td> <td>72</td> <td>\$4,595.60</td> <td>6.99%</td> </tr> </tbody> </table>	Type	Term	Payment	Rate	60 Month Government Lease	60	\$5,337.69	6.99%	72 Month Government Lease	72	\$4,595.60
Type	Term	Payment	Rate										
60 Month Government Lease	60	\$5,337.69	6.99%										
72 Month Government Lease	72	\$4,595.60	6.99%										
BALANCE TO FINANCE. \$269,628.96													

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: Caterpillar	MODEL: M314	YEAR: 2024
ID NUMBER:	SERIAL NUMBER:	SMU:
M314 07A WHL HEX AM-N DCA4 0	604-8189	\$340,760.00
0G-9240 COMPLETE STORAGE PROTECTION 0		\$690.00
LIGHTS, CHASSIS	583-3840	\$0.00
RADIO MODULE, PL243 CELLULAR	589-1744	\$0.00
PEDAL, HAMMER	527-7970	\$0.00
LINES, QC & GRADE, STICK 8' 2"	542-3812	\$0.00
CONTROLLER, RC/JS	520-7563	\$0.00
BEACON, CAB	567-0427	\$0.00
LINES, MPF, STICK 8' 2"	535-6888	\$0.00
SENSOR, GRADE /SB /RC	528-6146	\$0.00
ALARM, TRAVEL	581-3651	\$0.00
AUTOLUBE, STICK 8'2"	523-6363	\$0.00
NO FENDERS	517-0002	\$0.00
TIRES,10-20 DUAL APOLLO AWE713	600-5695	\$0.00
SPEED, MAX MPH	565-4313	\$0.00
UC, BLADE R FRONT/OUT REAR	495-8973	\$0.00
0P-9001 LANE 1 ORDER 0 NC		\$0.00
HYDRAULIC OIL, MINERAL	517-6831	\$0.00
DECALS, NORTH AMERICA (ANSI)	521-6833	\$0.00
WIRING, PRODUCT LINK	583-3846	\$0.00
NETWORK MANAGER, STD	555-7286	\$0.00
CAMERA, 360 VISIBILITY	528-4868	\$0.00
MIRRORS, VA & MH	525-2938	\$0.00
GRADE, 2D	526-8399	\$0.00
JOYSTICK, 2-SLIDER	539-9003	\$0.00
CYLINDERS, VA	513-3463	\$0.00
QC CONTROL, PG, VA, GRADE	561-2741	\$0.00
BOOM, VA	513-3455	\$0.00
AUTOLUBE, VA	523-6362	\$0.00
CAB, DELUXE, 70/30	491-9770	
AUX HYD, HP1 & MP, JS, VA	566-1070	
NO SMARTBOOM	523-6375	

STICK,8'2"	513-7790	\$0.00
LINKAGE, BKT, A-LUBE, GRADE	564-9283	\$0.00
COMMON ARRANGEMENT	495-8963	
M314 WHEEL EXCAVATOR	533-1351	Item 22.
COUNTERWEIGHT	580-6808	\$0.00
BUCKET-DCT, 60" 0.75YD3	509-9131	\$12,208.00
LINES, CONNECTOR, DCT BUCKET	603-2160	\$436.00

Total Machine List Price: \$354,094.00

Dealer Discount: \$93,668.51
Warranty: \$4,500.00
Make Ready & PDI: \$2,250.00
Freight: \$1,500.00

Quote Notes

COI. Sourcewell Contract #032119-CAT. Pricing valid 90 days.

TRADE-IN EQUIPMENT			TERMS OF SALE	
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	SUB TOTAL	\$268,675.49
PAYOUT TO: _____	AMOUNT: \$0.00	PAID BY: _____	HEAVY EQUIPMENT TAX	\$553.47
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	SALES TAX	\$0.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	DOC FEE	\$400.00
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	DIESEL SURCHARGE	\$0.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	TOTAL CASH PRICE	\$269,228.96
<p>ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.</p> <p>PREVENTATIVE MAINTENANCE AGREEMENT</p> <p>CVA 500 Hours </p>			CASH WITH ORDER	\$0.00
			TRADE IN ALLOWANCE	\$0.00
			TOTAL DOWN PMT. & TRADE IN ALLOWANCE	-
			UNPAID BALANCE OF TRADES	\$0.00
			Invoice - Downpayment + Trade in Allowance	\$269,228.96
			TOTAL AMOUNT TO BE FINANCED	\$269,628.96
EQUIPMENT WARRANTY				
Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.				

WARRANTY TERM	36 Month 5000 Hours Powertrain + Hydraulics + Tech Parts & Labor CAT Work Tools Warranty 12 Months/Unlimited Hours	CUSTOMER INITIAL.
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IT IS MUSTANG CAT's INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS

MUSTANG CAT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH MUSTANG CAT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF MUSTANG CAT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION, OR OTHER CHARGES BY MUSTANG CAT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.

MUSTANG CAT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. MUSTANG CAT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

DATE _____

DATE _____

ORDER _____
RECEIVED _____
BY Stuart Newton
SIGNATURE _____
TITLE OSR

CUSTOMER NAME _____
CUSTOMER SIGNATURE _____
TITLE _____

Item 22.

TERMS AND CONDITIONS

- 1. DEFINITION OF MUSTANG:** MUSTANG and Seller are defined as Mustang Machinery Company, LLC. d/b/a MUSTANG CAT, Mustang Rental Services of Texas, LLC. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.
- 2. AGREEMENT:** This Agreement becomes binding on MUSTANG CAT only upon MUSTANG CAT's execution of this Agreement, and subject to the equipment from the manufacturer. Customer shall inspect the equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the equipment in good and operating condition unless the customer promptly notifies MUSTANG CAT of any defects, in writing and via telephone. MUSTANG CAT shall have the right, at its option, to either repair or replace the equipment, or terminate this Agreement, in which event the equipment shall be returned to MUSTANG CAT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of MUSTANG CAT.
- 3. TITLE TO EQUIPMENT:** Title to the equipment shall pass to the customer only upon MUSTANG CAT's actual receipt of funds in the total amount of the Purchase Price and other sums due to MUSTANG CAT hereunder.
- 4. TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto MUSTANG CAT to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.
- 5. TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the equipment.
- 6. CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, customer warrants that (i) if customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver, and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the equipment shall at all times be used solely for customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only customer's employees (who must be skilled, trained and certified to do so) shall use the equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the customer to be a contemporaneous exchange for new value given to customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by customer under this Agreement is in the ordinary course of business or financial affairs of customer and MUSTANG CAT, and such payment was made in the ordinary course of business or financial affairs of customer and MUSTANG CAT, or made according to ordinary business terms.
- 7. SOLE AND EXCLUSIVE REMEDY:** Customer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Customer acknowledges that he has received, read, understands and accepts the terms contained herein. The customer agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.
- 8. LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen. MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.
- 9. SECURITY AGREEMENT:** Unless the product(s) is paid for in full in cash at the time of delivery, MUSTANG CAT retains and customer hereby grants to MUSTANG CAT a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of MUSTANG CAT. Customer further appoints MUSTANG CAT as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of customer. In the event customer fails to execute any such financing statement or security agreement upon request by MUSTANG CAT, the entire balance of the purchase price shall be at MUSTANG CAT's option become due and payable and customer shall execute any notes or other evidences of indebtedness that may be required by MUSTANG CAT. However, any note taken herewith shall be evidence of customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).
- 10. EVENTS OF DEFAULT:** The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when MUSTANG CAT deems itself insecure with respect to customer's performance; (4) Customer fails to perform any of customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.
- 11. REMEDIES ON DEFAULT:** In the event of any default by customer, MUSTANG CAT is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, MUSTANG CAT may take possession of the equipment and sell, relet or otherwise dispose of the equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by MUSTANG CAT; (g) recover deficiency from customer; and/or (h) perform by itself, or cause performance of, customer's obligation, at customer's cost. In no event shall MUSTANG CAT be required to sell or relet the equipment, nor required to rebate or pay back any gain or profit as a result of leasing the equipment. MUSTANG CAT's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.
- 12. COLLECTIONS:** In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, CUSTOMER agrees to pay reasonable cost of collection and attorney's fees to MUSTANG CAT should this matter be placed in the hands of a collection agency or an attorney for collection.
- 13. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MUSTANG CAT AND MUSTANG CAT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES, WHILE THE EQUIPMENT IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CUSTOMER OR ITS AGENTS.**
- 14. INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to MUSTANG CAT a Certificate of Insurance evidencing same. Such insurance obtained by customer shall be primary.
- 15. NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at <https://www.mustangcat.com/legal-notices/>
- 16. MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023

PREPARED BY: Phillip Conner, Finance Director

AGENDA CONTENT: Discussion and possible action on Resolution _____ authorizing the City Manager to enter into a financing agreement with Government Capital Corporation for the purpose of purchasing a records management system for the Police Department.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

This agenda item authorizes the City Manager to sign a financing agreement with Government Capital Corporation for the purchase of a records management system for the Police Department. On May 23, 2023 the City Council authorized the purchase of a new records management system from Central Square. This agreement provides the funds to pay for the system. However, the first payment to Government Capital will not come due until one year after the loan is signed.

RECOMMENDATION:

Staff recommends that the Council pass the resolution authorizing the City Manager to enter into an agreement with Government Capital for the financing of the Police Department records management system.

RESOLUTION NO. 20231114- 023

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, APPROVING A FINANCE CONTRACT BETWEEN THE CITY OF ANGLETON, TEXAS, AND GOVERNMENT CAPITAL CORPORATION FOR THE PURPOSE OF FINANCING LAW ENFORCEMENT SOFTWARE FOR ANGLETON POLICE DEPARTMENT AND APPOINTING THE CITY MANAGER OR HIS DESIGNEE AS AUTHORIZED SIGNER AND AUTHORIZE EXECUTION BY THE MAYOR FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Angleton (the "Issuer") desires to enter into that certain Public Property Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Law Enforcement Software" for the Angleton Police Department. A true and correct copy of the said Finance Contract is attached hereto as Exhibit "A".

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

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

SECTION 2. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Law Enforcement Software" for the Angleton Police Department and the City Council of the City of Angleton does approve the finance contract attached hereto as Exhibit "A".

SECTION 3. That the City will use loan proceeds for reimbursement of expenditures related to the Property/Law Enforcement Software for the Angleton Police Department.

SECTION 4. That the Issuer appoints the City Manager or the City Manager's designee, as the authorized signer of the Finance Contract by and between the City of Angleton and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

SECTION 5. That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

SECTION 6. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED THIS THE 14th DAY OF NOVEMBER, 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



GOVERNMENT CAPITAL
CORPORATION

November 7, 2023

Phillip Conner
Finance Director
979-849-4364 ext 2136

City of Angleton
121 S Velasco St
Angleton, TX 77515

Dear Mr. Conner,

Thank you for the opportunity to present proposed financing for City of Angleton. I am submitting for your review the following proposed structure:

ISSUER:	City of Angleton, Texas	
FINANCING STRUCTURE:	Taxable Public Property Finance Contract issued under Local Government Code Section 271.005	
EQUIPMENT COST:	\$ 330,042.15	
TERM:	3 Annual Payments	5 Annual Payments
INTEREST RATE:	7.80%	7.80%
PAYMENT AMOUNT:	\$ 130,157.62	\$ 83,870.44
PAYMENTS BEGINNING:	One year from signing, annually thereafter	

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above payment amount includes issuance costs of 0.02. This covers documentation, underwriting, credit review, etc. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates
Stephanie Cates
SVP Client Services
Main: 817-421-5400



AGENDA ITEM SUMMARY FORM

MEETING DATE: November 14, 2023

PREPARED BY: Phillip Conner, Finance Director

AGENDA CONTENT: Discussion and guidance on projects to be included in an upcoming Certificates of Obligation issue.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

During the September 26, 2023 City Council Meeting, the City's financial advisor, Joe Morrow, made a presentation about the City's capacity to issue long term debt. The purpose of this agenda item is to begin preparing a list of projects to be included in a Certificates of Obligation issue next year.

RECOMMENDATION:

Staff recommends that the City Council provide guidance on projects to be considered for inclusion in an upcoming Certificates of Obligation issue.

**CITY OF ANGLETON CAPITAL IMPROVEMENT PROGRAM
BUDGET YEAR 2024**

FUND	DEPARTMENT	PROJECT NAME	FY2024	FY2025	FY2026	FY2027	FUTURE YEARS	PROJECT TOTAL
BONDS	UTILITY	DOWNING DRAINAGE PROJECT	-	-	-	-	\$ 14,999,809	\$ 14,999,809
BONDS	UTILITY	CHENANGO DRAINAGE PROJECT	-	-	-	-	\$ 14,341,068	\$ 14,341,068
ABLC	PARKS	ANGLETON RECREATION CENTER RENO	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 9,990,000	\$ 10,990,000
GENERAL	PARKS	GATEWAY MASTER PLAN MONUMENTATION SIGNAGE	-	-	-	-	\$ 5,000,000	\$ 5,000,000
ABLC	PARKS/ABLC	DICKEY & BATES PARK MASTER P,D, & CONSTRUCTION	-	-	-	-	\$ 3,400,000	\$ 3,400,000
ABLC	PARKS/ABLC	BG PECK DESIGN & CONSTRUCTION	-	-	-	-	\$ 2,270,000	\$ 2,270,000
ABLC	PARKS/ABLC	TRAILS MASTER PLAN, DESIGN & CONSTRUCTION	\$ 100,000	-	-	-	\$ 2,200,000	\$ 2,300,000
GENERAL	PARKS/ABLC	VETERANS PARK DESIGN & CONSTRUCTION	-	-	-	-	\$ 2,109,000	\$ 2,109,000
ABLC	PARKS	FREEDOM PARK - FAMILY RECREATION AREA	-	-	-	-	\$ 2,044,492	\$ 2,044,492
GENERAL	PARKS	GATEWAY MASTER PLAN BANNER POLES & SIGNAGE	-	-	-	-	\$ 1,992,375	\$ 1,992,375
ABLC	PARKS/ABLC	FREEDOM PARK - FUTURE ACTIVE RECREATION AREA	-	-	-	-	\$ 1,221,671	\$ 1,621,671
ABLC	PARKS/ABLC	BRUSHY BAYOU DESIGN & CONSTRUCTION	-	-	-	-	\$ 1,160,000	\$ 1,160,000
ABLC	PARKS/ABLC	MASTERTSON DESIGN & CONSTRUCTION	-	-	-	-	\$ 1,160,000	\$ 1,160,000
ABLC	PARKS	OFFICER CASH MEMORIAL DOG PARK	-	-	\$ 60,000	-	\$ 600,000	\$ 660,000
ABLC	PARKS/ABLC	SKATE PARK DESIGN & CONSTRUCTION	-	-	-	-	\$ 550,000	\$ 550,000
GENERAL	PARKS	GATEWAY MASTER PLAN PEDESTRIAN SIGNAGE	-	-	-	-	\$ 371,500	\$ 371,500
GENERAL	PARKS	PARK & FACILITY ADA TRANSITION PLAN	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000	\$ 500,000
ABLC	PARKS	FREEDOM PARK - ACTIVE RECREATION AREA	\$ 297,000	-	-	\$ 2,700,000	-	\$ 2,997,000
GENERAL	PARKS	GATEWAY MASTER PLAN VEHICULAR SIGNAGE	-	-	\$ 252,450	\$ 252,450	-	\$ 504,900
GENERAL	POLICE	APD/MUNICIPAL COURT BUILDING CONSTRUCTION	-	-	\$ 5,000,000	-	-	\$ 5,000,000
GENERAL	FIRE	STATION 1 UPGRADE/EXTENSION	\$ -	-	\$ 1,000,000	-	-	\$ 1,050,000
GENERAL	ADMIN/NON-DEPT	LIVABLE CENTER IMPROVEMENT PROJECTS	\$ 500,000	\$ 500,000	\$ 500,000	-	-	\$ 2,000,000
GENERAL	FIRE	REPLACE BRUSH 3	-	-	\$ 210,000	-	-	\$ 210,000
GENERAL	POLICE	APD 4 PATROL CAR REPLACEMENT	\$ 202,467	\$ 204,492	\$ 206,537	-	-	\$ 613,496
UTILITY	UTILITY	WATER TREATMENT MEMBRANE	\$ 150,000	-	\$ 150,000	-	-	\$ 300,000
STREET	PW	SOLAR LIGHTS	\$ 100,000	\$ 100,000	\$ 100,000	-	-	\$ 475,000
STREET	PW	ANNUAL SIDEWALK PROJECTS	\$ 100,000	\$ 100,000	\$ 100,000	-	-	\$ 480,000
UTILITY	UTILITY	SEWER LINE PROJECT	\$ 50,000	\$ 50,000	\$ 50,000	-	-	\$ 300,000
UTILITY	UTILITY	WATER LINE PROJECT	\$ 50,000	\$ 50,000	\$ 50,000	-	-	\$ 200,000
UTILITY	UTILITY	FIRE HYDRANT REPLACEMENTS	\$ 25,000	\$ 25,000	\$ 25,000	-	-	\$ 100,000
ABLC	PARKS	ABIGAIL ARIAS PARK	\$ 550,000	\$ 5,000,000	-	-	-	\$ 5,550,000
ABLC	PARKS	FREEDOM PARK - PASSIVE RECREATION AREA	-	\$ 587,625	-	-	-	\$ 652,263
ABLC	PARKS	FREEDOM PARK - TRAILS AREA	\$ 43,709	\$ 397,354	-	-	-	\$ 441,063
UTILITY	UTILITY	SANITARY SEWER (HERITAGE OAKS)	\$ 300,000	\$ 300,000	-	-	-	\$ 900,000
GENERAL	PARKS	GATEWAY MASTER PLAN FACILITY SIGNAGE	\$ 150,000	\$ 150,000	-	-	-	\$ 375,000
GENERAL	DEVELOPMENT SRVCS	SUBSTANDARD BUILDING DEMO	\$ 34,500	\$ 34,500	-	-	-	\$ 185,000
UTILITY	UTILITY	CITY WIDE PIPE UPGRADES	\$ 57,810,480	-	-	-	-	\$ 57,810,480
UTILITY	UTILITY	OYSTER CREEK WWTP IMPROVEMENTS	\$ 11,000,000	-	-	-	-	\$ 12,000,000
UTILITY	UTILITY	NEW WATER TOWER	\$ 3,500,000	-	-	-	-	\$ 3,500,000
UTILITY	UTILITY	SAN FELIPE (BOND)	\$ 1,500,000	-	-	-	-	\$ 1,500,000
GENERAL	FIRE	FIRE DEPT RESCUE TRUCK 1 REPLACEMENT	\$ 760,000	-	-	-	-	\$ 760,000
GRANT	EMER MGMT	SKYH20 WATER PROJECT	\$ 720,000	-	-	-	-	\$ 720,000
GENERAL	POLICE	RECORDS MANAGEMENT PROJECT	\$ 500,000	-	-	-	-	\$ 500,000
GENERAL	POLICE	COMMUNICATIONS RADIO PROJECT	\$ 448,656	-	-	-	-	\$ 448,656
GENERAL	EMER MGMT	SKYH20 WATER PROJECT	\$ 240,000	-	-	-	-	\$ 240,000
GENERAL	DEVELOPMENT SRVCS	COMPREHENSIVE MASTER PLAN	\$ 185,000	-	-	-	-	\$ 370,000

FUND	DEPARTMENT	PROJECT NAME	FY2024	FY2025	FY2026	FY2027	FUTURE YEARS	PROJECT TOTAL
ABLC	PARKS/ABLC	RUEBEN WELCH PLAN, DESIGN & CONSTRUCTION	\$ 100,000	-	-	-	-	\$ 100,000
GRANT	EMER MGMT	RECREATION CENTER GENERATOR	\$ 97,500	-	-	-	-	\$ 97,500
GENERAL	DEVELOPMENT SRVCS	CITY HALL HVAC SYSTEM REPLACEMENT	\$ 60,000	-	-	-	-	\$ 160,000
GENERAL	EMER MGMT	RECREATION CENTER GENERATOR	\$ 32,500	-	-	-	-	\$ 32,500
GRAND TOTAL			\$ 79,856,812	\$ 7,748,971	\$ 7,953,987	\$ 3,202,450	\$ 63,659,915	\$ 189,659,442
		UTILITY	\$ 74,385,480	\$ 425,000	\$ 275,000	\$ -	\$ -	\$ 82,450,480
		GENERAL	\$ 3,163,123	\$ 938,992	\$ 7,218,987	\$ 302,450	\$ 9,722,875	\$ 40,042,173
		KAB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,200
		ABLC	\$ 1,290,709	\$ 6,184,979	\$ 260,000	\$ 2,900,000	\$ 24,596,163	\$ 35,941,076
		STREET	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ 997,960
		BONDS	\$ -	\$ -	\$ -	\$ -	\$ 29,340,877	\$ 29,340,877
		GRANT	\$ 817,500	\$ -	\$ -	\$ -	\$ -	\$ 1,129,974



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/14/2023

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action on approving Resolution No. 20231114-000 casting votes for the Board of Directors of the Brazoria County Appraisal District.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

At the October 24, 2023, Council meeting, Council approved Resolution No. 20231010-012 to nominate Gary Dickey and Susan Spoor to the BCAD Board of Directors as representatives of Angleton.

The ballot has been received by BCAD and they are requesting that the City of Angleton cast their votes by December 15, 2023. Angleton receives a total of 42 votes that can be used all on one candidate or split between any number of candidates on the ballot.

RECOMMENDATION:

Approve Resolution No. 20231114-000 casting votes for the Brazoria County Appraisal District Board of Directors Ballot

RESOLUTION NO. 20231114-025

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS CASTING VOTES FOR THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT.

WHEREAS, the official ballot containing the names of the duly nominated candidates for the Board of Directors of the Brazoria County Appraisal District has been received from the Chief Appraiser of the Brazoria County Appraisal District; and

WHEREAS, the City of Angleton wishes to cast its votes thereon;

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

SECTION 1. The City of Angleton does hereby determine and cast its votes for the candidates for the Board of Directors of the Brazoria County Appraisal District as follows:

SECTION 2. The official ballot be marked in accordance with this resolution and returned to the Chief Appraiser of the Brazoria County Appraisal District with a copy of the resolution attached hereto prior to December 15, 2023.

PASSED AND APPROVED THIS THE 14TH DAY OF NOVEMBER 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

BRAZORIA COUNTY APPRAISAL DISTRICT

Item 25.

MEMBERS OF THE BOARD

Bobby Brown
Kristin Bulanek
Tommy King
Gail Robinson
George Sandars
Susan Spoor



CHIEF APPRAISER
Marcel Pierel III
500 N. Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

October 20, 2023

Mr. Chris Whittaker
City Manager of Angleton
121 S. Velasco
Angleton, TX 77515

Dear Mr. Whittaker,

Thirty-four voting taxing units were entitled to submit by written resolution, nominations to fill the five-member board of directors of the Brazoria County Appraisal District for the year 2024. **Attached is the official ballot with the nominations we received.**

CITY OF ANGLETON IS ENTITLED TO CAST 42 VOTE(S).

Each voting unit must vote by **Written Resolution** and submit it to the chief appraiser before **December 15, 2023**. The governing body of the taxing unit may cast all its votes for one candidate or distribute the votes among any number of candidates. When you add the column of your votes, your total should not be greater than your allotted number.

A voting unit must cast its votes for a person nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes cast for someone not listed on the official ballot.

Please complete the ballot and return to Marcel Pierel III, Chief Appraiser, by mail to 500 North Chenango, Angleton, Texas 77515, email mpierel@brazoriacad.org or fax to 979-849-7984 **along with a Written Resolution before December 15, 2023.** If you have any questions about the format of your resolution or any other matter, give me a call immediately.

It is important that you return your **Ballot and Resolution** to the chief appraiser before **December 15, 2023**, so that we may count the votes, declare the winners, and notify all taxing units and candidates of the results.

Sincerely,

A handwritten signature in black ink, appearing to be "Marcel Pierel III".

Marcel Pierel III
Chief Appraiser

MP/td
Enclosure

**BRAZORIA COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS ELECTION 2023**

OFFICIAL BALLOT

<u>NOMINATIONS/CANDIDATES</u>	<u>VOTE(S) CAST</u>
1. <u>Douglas Chumley</u>	1. _____
2. <u>Karla Clark</u>	2. _____
3. <u>Gary Dickey</u>	3. _____
4. <u>Brenda Dillon</u>	4. _____
5. <u>David Galloway</u>	5. _____
6. <u>Eric Hayes</u>	6. _____
7. <u>Deric Hebert</u>	7. _____
8. <u>Alan Higginbotham</u>	8. _____
9. <u>Glen Jones</u>	9. _____
10. <u>Tommy King</u>	10. _____
11. <u>Heather Martin</u>	11. _____
12. <u>Patrick O'Day</u>	12. _____
13. <u>Gail Robinson</u>	13. _____
14. <u>George Sandars</u>	14. _____
15. <u>Susan Spoor</u>	15. _____

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY: _____

VOTES ENTITLED TO: _____

VOTES CAST: _____

RESOLUTION NO. _____

WHEREAS, the official ballot containing the names of the duly nominated candidates for the Board of Directors of the Brazoria County Appraisal District has been received from the Chief Appraiser of the Brazoria County Appraisal District; and

WHEREAS, the _____ wishes to cast its votes thereon;

NOW, THEREFORE, BE IT RESOLVED, the _____ does hereby determine and cast its votes for the candidates for the Board of Directors of the Brazoria County Appraisal District as follows:

BE IT FURTHER RESOLVED that the official ballot be marked in accordance with this resolution and returned to the Chief Appraiser of the Brazoria County Appraisal District with a copy of this resolution attached hereto prior to December 15, 2023.

PASSED AND APPROVED this _____ Day of _____, 2023.

Presiding Officer

ATTEST:

Secretary