



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, DECEMBER 13, 2022, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CONSENT AGENDA

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

1. Discussion and possible action to approve the minutes of the Angleton City Council meeting of July 26, August 9, and August 23, 2022.
2. Waiver of new home permit fees Section 5-16 for 1309 Caldwell (Habitat for Humanity) and waiver of sidewalks Section 23-14 for new home 1309 Caldwell
3. Discussion and possible action authorizing the City Manager to execute a renewal agreement between the City of Angleton and i9 Sports.
4. Discussion and possible action on Resolution No. 20221213-004 changing the authorized persons to act as signatories on city accounts at First State Bank.

- [5.](#) Discussion and possible action to approve the artist agreement with Calina Johnson for a mural at Animal Services Building.
- [6.](#) Discussion and possible action to approve the artist agreement with Sam Welty for a mural at Freedom Park backstop.
- [7.](#) Discussion and possible action on approving a contract with Construction Masters of Houston, Inc. for the Wastewater Treatment Plant (WWTP) renovation.
- [8.](#) Discussion and possible action on a proposal from HDR Engineering, Inc. for Geographic Information System (GIS) services to map drainage ditches, sidewalks, and crosswalks.

PUBLIC HEARINGS AND ACTION ITEMS

- [9.](#) Conduct a public hearing, discussion and receive public comments on a Zoning Text Amendment request to amend the Code of Ordinances, Section 28-81(b)- Use Regulations (Charts), and Section 28-112, Definitions (adding Microblading Studio), and adding “Microblading Studio” as a S.U.P., Specific Use Permit allowance within the Central Business District (CBD), Light Industrial (LI), C-MU, Commercial- Mixed Use(C-MU), Commercial- General (C-G), and Commercial- Office/Retail (C-OR) Zoning Districts.
- [10.](#) Discussion and possible action on Ordinance No. 20221213-010 Zoning Text Amendment request to amend the Code of Ordinances, Section 28-81(b)- Use Regulations (Charts), and Section 28-112, Definitions (Microblading Studio), Adding “Microblading Studio” as a S.U.P., Specific Use Permit allowance within the Central Business District (CBD), Light Industrial (LI), C-MU, Commercial- Mixed Use(C-MU), Commercial- General (C-G), and Commercial- Office/Retail (C-OR) Zoning Districts.
- [11.](#) Conduct a public hearing, and receive public comment on an application for a **Special Use Permit (SUP)** pursuant to Sec. 28-63 of the Code of Ordinances to consider a request submitted by Jennifer Bell, **Beau Bazaar Salon**, to allow for a Specific Use Permit for a Microblading Studio for property located at 115 E. Mulberry Street, Angleton, TX.
- [12.](#) Discussion and possible action on Ordinance No. 20221213-012 for an application for a Special Use Permit (SUP) pursuant to Sec. 28-63 of the Code of Ordinances to consider a request submitted by Jennifer Bell, Beau Bazaar Salon, to allow for a Specific Use Permit for a Microblading Studio for property located at 115 E. Mulberry Street, Angleton, TX., Ste. C.
- [13.](#) Conduct a public hearing on a request for approval of an ordinance rezoning 0.3937 acres from the Commercial General District to the Central Business District, for property located at the Southeast corner of E. Peach St. at S. Velasco St., Hwy 288B, Angleton, TX; situated on Lot(s) One (1), Two (2), Three (3), and the west ½ of Lot (4) in Block Twenty (20), of the City of Angleton, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 12, of the Plat Records of Brazoria County, Texas.
- [14.](#) Discussion and possible action on a request for approval of Ordinance No. 20221213-014 rezoning 0.3937 acres from the Commercial General District to the Central Business

District, for property located at the Southeast corner of E. Peach St. at S. Velasco St., Hwy 288B, Angleton, TX; situated on Lot(s) One (1), Two (2), Three (3), and the west ½ of Lot (4) in Block Twenty (20), of the City of Angleton, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 12, of the Plat Records of Brazoria County, Texas.

15. Conduct a public hearing to receive comment on an Ordinance amending the Code of Ordinances of the City of Angleton, Texas, by amending and revising Chapter 8.5 Food and Food Establishments Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally, and Sec.8.5-63. Unrestricted And Restricted Mobile Food Unit Regulations as contained in “Exhibit A”; Adopting Sec 8.5-66. Mobile Food Courts as contained in “Exhibit B”; providing for the regulation of food and food establishments; providing a penalty; providing for severability; providing for repeal; and providing an effective date.
16. Discussion and possible action on Ordinance No. 20221213-016 amending the Code of Ordinances of the City of Angleton, Texas, by amending and revising Chapter 8.5 Food and Food Establishments Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally, and Sec.8.5-63. Unrestricted And Restricted Mobile Food Unit Regulations as contained in “Exhibit A”; Adopting Sec 8.5-66. Mobile Food Courts as contained in “Exhibit B”; providing for the regulation of food and food establishments; providing a penalty; providing for severability; providing for repeal; and providing an effective date.

REGULAR AGENDA

17. Presentations given by iAD Architects and McLemore Luong Architects on the Professional Design and Engineering Services Request for Qualification (RFQ).
18. Discussion and possible action to approve one of two submissions for the Professional Design and Engineering Services Request for Qualification (RFQ).
19. Consideration of approval of a final plat with public improvement variances for Smart Storage, for a 12.390-acre subdivision.
20. Discussion and possible action on the Community Development Block Grant (CDBG) Mitigation funding of \$1,792,900 through the Regional Mitigation Program administered by the Texas General Land Office (GLO) Community Development and Revitalization division.
21. Conduct discussion and possible action on four (4) deal points regarding a proposed 331 ac. Development, including a 160 ac. industrial, 27 ac. commercial, 50 ac. residential, 15 ac. multi-family residential uses for the Stasny Ranch Property, located at SH 288/SH 35.

22. Discussion and possible action on Ordinance No. 20221213-022 for a notarized petition requesting inclusion into the Extraterritorial Jurisdiction of the City of Angleton, Texas within Brazoria County for property totaling 145.1 acres of land located east and north of the intersection of Anchor Rd./County Rd. 44 and FM 521.

EXECUTIVE SESSION

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

23. Deliberation regarding personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, pursuant to Section 551.074 of the Texas Government Code. (City Manager Evaluation)
24. Discussion and possible action on Boards and Commissions appointments, pursuant to 551.074 of the Texas Government Code. (Parks & Recreation Board of Directors)

OPEN SESSION

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

ADJOURNMENT

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

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, December 9, 2022 by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez
Michelle Perez, TRMC
City Secretary

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 13, 2022

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action to approve the minutes of the Angleton City Council meeting of July 26, August 9, and August 23, 2022.

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Approve the minutes of the Angleton City Council meeting of July 26, August 9, and August 23, 2022.

RECOMMENDATION:

Staff recommends Council approves the minutes as presented.



**CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, JULY 26, 2022 AT 6:00 PM**

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JULY 26, 2022 AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Pro-Tem Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

**Mayor Pro-Tem John Wright
Council Member Cecil Booth
Council Member Mark Gongora
Council Member Travis Townsend
Council Member Christiene Daniel**

ABSENT

Mayor Jason Perez

Council Member Gongora led the Pledge of Allegiance.

Council Member Booth gave the invocation.

CEREMONIAL PRESENTATIONS

1. Presentation of employee service awards.

Human Resources Director, Colleen Martin gave the presentation.

Service awards were given to Recreation Superintendent Geri Gonzalez for 10 years of service, Municipal Court Judge Jefferey Gilbert for 10 years of service, Public Works Maintenance Technician Robert Salazar for 15 years of services, and Assistant Police Chief Chris Dahlstrom for 25 years of service.

2. Presentation of July Keep Angleton Beautiful Yard of the Month and Business of the Month.

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, gave the presentation of Yard of the Month to Virgil and Belinda Cutright at 612 Holly Street and Business of the Month to NAPA Auto Parts at 2705 N Velasco.

EXECUTIVE SESSION

The City Council convened into executive session at 6:08 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

3. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - evaluation of the Presiding Judge, pursuant to Section 551.074 of the Texas Government Code.
4. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - appointment of City Secretary, pursuant to Section 551.074 of the Texas Government Code.
5. Deliberation regarding real property, pursuant to Section 551.072 of the Texas Government Code.

OPEN SESSION

The City Council reconvened into Open Session at 7:39 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

4. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - appointment of City Secretary, pursuant to Section 551.074 of the Texas Government Code.

Upon a motion Council Member Townsend and seconded by Council Member Booth, Council approved the appointment of Michelle Perez as City Secretary.

The motion passed on a 4-0 vote. Council Member Gongora was not present in the Council Chambers. Mayor Perez was absent.

3. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - evaluation of the Presiding Judge, pursuant to Section 551.074 of the Texas Government Code.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved to renew the contract of the presiding Judge Jeff Gilbert.

The motion passed on a 5-0 vote. Mayor Perez was absent.

CONSENT AGENDA

6. Discussion and possible action on the selection of BlueTeam as the City's restoration vendor.
7. Discussion and possible action to include single-family residential units in the Windrose Green subdivision, by addendum, to the current contract between the City of Angleton and Waste Connections of Texas, LLC.
8. Discussion and possible action on a resolution finding that the Brazoria County parade serves a public purpose and authorizing the City of Angleton to enter into an agreement

with the State of Texas for the temporary closure of state right-of-way, providing an open meeting clause and providing an effective date.

9. Discussion and possible action on a resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through September 8, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Item No. 8 was pulled off the agenda.

Upon a motion by Council Member Gongora and seconded by Council Member Booth, Council approved the consent agenda: 6. Discussion and possible action on the selection of BlueTeam as the City's restoration vendor. 7. Discussion and possible action to include single-family residential units in the Windrose Green subdivision, by addendum, to the current contract between the City of Angleton and Waste Connections of Texas, LLC. 9. Discussion and possible action on a resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through September 8, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date. The motion passed on a 5-0 vote. Mayor Perez was absent.

REGULAR AGENDA

10. Discussion and possible action on Amendment No.1 with HDR Engineering, Inc. to revise the Notice of Establishment (NOE) for Engineering Quiet Zone Reaffirmation Project.

John Peterson, Project Manager with HDR presented the agenda item.

Upon motion by Council Member Booth and seconded by Council Member Gongora, Council approved Amendment No.1 with HDR Engineering, Inc. to revise the Notice of Establishment (NOE) for Engineering Quiet Zone Reaffirmation Project. The motion passed on a 5-0 vote. Mayor Perez was absent.

11. Discussion and possible action to donate the Fire Department's old Engine 4 to the Brazoria County Fire Field for training purposes only.

Fire Chief Scott Myers presented the agenda item.

Upon a motion by Council Member Booth and seconded by Councilmember Gongora, Council approved to declare the Fire Department's old Engine 4 salvage for public purposes to be donated to the Brazoria County Fire Field for training. The motion passed on a 5-0 vote. Mayor Perez was absent.

12. Update on Angleton Operations Complex.

An update was given Architect Brent Boles.

Megan Mainer, Director of Parks and Recreation and Jeff Sifford, Director of Public Works spoke regarding their department's occupancy of the space.

13. Discussion and possible action on a minor plat application and variances for 12.390 acres in the J. De J. Valderas Survey, Abstract No. 380.

Agenda item was pulled off the agenda by the applicant/department.

14. Discussion and possible action on the preliminary replat of Angleton Park Place Section 1.

Walter Reeves, Director of Development Services, presented the agenda item.

Upon motion by Council Member Townsend and seconded by Council Member Booth, Council approved the preliminary replat of Angleton Park Place Section 1 with a 24 foot road. Motion passed on a 3-2 vote with Mayor Pro-Tem Wright and Council Member Gongora opposed. Mayor Perez was absent.

15. Discussion and possible action on a proposed land plan for property located on the southwest corner of CR 220 and SH 288B.

Walter Reeves, Director of Development Services presented the agenda item.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council denied the entirety of the proposed land plan for property located on the southwest corner of CR 220 and SH 288B in its entirety. The motion passed on a 5-0 vote. Mayor Perez was absent.

16. Discussion and possible action on combining Angleton Better Living Corporation (ABLC) and the Parks and Recreation Board, including roles and responsibilities.

Megan Mainer, Parks and Recreation Director presented the agenda item.

Chris Whittaker, City Manager and Judith ElMasri, City Attorney with Randle Law Office continued discussion with Council.

Council gave direction to take this back to each of the boards and bring back to council with the boards feedback to look for Council's guidance and direction.

17. Discussion and possible action on a financial plan revolved around half cent sales tax subsidy for park, Angleton Recreation Center and recreation division operational costs.

Parks and Recreation Director, Megan Mainer gave a presentation. ABLC member, Charlyn Rogers addressed Council.

Upon a motion by Council Member Townsend and seconded by Council Member Gongora, Council moved to approve the current reduction of 10% to a subsidized of 30% that was presented on June 6, 2022 for the 2022-2023 budget and for the 2023-2024 budget year look at a 5% reduction to a 25% subsidy. The motion passed on a 5-0 vote. Mayor Perez was absent.

Mayor Pro-Tem Wright recessed the meeting at 9:37pm.

Mayor Pro-tem Wright resumed the meeting at 9:50pm.

18. Discussion and possible action on the development agreement for the Live Oak Ranch Subdivision.

Walter Reeves, Director of Development Services presented the agenda item.

Upon a motion by Council Member Booth and seconded by Council Member Townsend, Council moved to approve the development agreement for the Live Oak Ranch Subdivision. The motion passed on a 5-0 vote. Mayor Perez was absent.

19. Discussion and possible action on Change Order No. 1 with HTI Construction, Inc., for Ridgecrest and Robinhood Lane, 2021 Street Bond Project.

John Peterson, Project Manager with HDR presented the agenda item.

Upon a motion Council Member Townsend and seconded by Council Member Daniel, Council moved to approve Change Order No. 1 of \$23,000 for concrete only with HTI Construction, Inc., for Ridgecrest and Robinhood Lane, 2021 Street Bond Project.

20. Discussion and possible action on the Capital Improvement Plan (CIP).

John Peterson, Project Manager with HDR gave a presentation and provided a CIP Priority Plan list to Council.

21. Discussion and possible action on a resolution regarding a finance contract for the purpose of financing "Law Enforcement Software".

Police Chief Valadez presented the agenda.

Council took no action.

22. Discussion and possible action on a resolution authorizing the City to fund the 25% match for a Hazard Mitigation Grant to fund a generator at the Angleton Recreation Center.

Glenn La Mont, Director of Emergency Management presented the agenda item.

Upon a motion by Council Member Booth and seconded by Council Member Daniel, Council moved to approve Resolution No. 20220726-022 authorizing the City to fund the 25% match for a Hazard Mitigation Grant to fund a generator at the Angleton Recreation Center. The motion passed on a 5-0 vote. Mayor Perez was absent.

ADJOURNMENT

The meeting was adjourned at 10:50 PM.

These minutes were approved by Angleton City Council on this the 13th day of December, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Peres, TRMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, AUGUST 09, 2022 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, AUGUST 09, 2022 AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Perez called the Council Meeting to order at 6:02 P.M.

PRESENT

Mayor Jason Perez
 Mayor Pro-Tem John Wright
 Council Member Cecil Booth
 Council Member Mark Gongora
 Council Member Travis Townsend
 Council Member Christiene Daniel

PLEDGE OF ALLEGIANCE

Mayor Perez led the Pledge of Allegiance.

INVOCATION

Council Member Booth gave the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

No one spoke

REGULAR AGENDA

1. Discussion and possible action on setting a public hearing date related to the proposed FY2023 Budget for the Fiscal Year beginning October 1, 2022 and ending on September 30, 2023, and discussion on the proposed FY2023 Budget for the Fiscal Year Beginning October 1, 2022.

Tenecha Williams, Interim Finance Director presented a PowerPoint on the General Fund and Water Fund.

Upon motion by Mayor Pro-Tem Wright and seconded by Council Member Booth, Council approved setting a public hearing for August 23, 2022 at 6:00 PM related to the proposed FY2023 Budget for the Fiscal Year beginning October 1, 2022, and ending on September 30, 2023. The motion passed on a 6-0 vote.

2. Discussion and possible action for a record vote on the 2022 Proposed tax rate of \$0.618760 per \$100 of assessed valuation, also known as the Voter Approval Rate, and determine a date, time and place for a public hearing for the agreed upon proposed tax rate by council.

Tenecha Williams, Interim Finance Director presented a PowerPoint on the Fiscal Year 2023 Property Tax Rate.

Upon motion by Mayor Pro-Tem Wright and seconded by Council Member Booth, Council approved a Public Hearing to be held on August 23, 2022, at 6:00 PM for the purpose of hearing tax payer opinions concerning adoption of tax rate for Fiscal Year 2022-2023.

Mayor Perez called for a record vote in order of position:

Mayor Jason Perez	Aye
Council Member Daniel	Aye
Council Member Townsend	Aye
Mayor Pro-Tem Wright	Aye
Council Member Booth	Aye
Council Member Gongora	Aye

The motion passed on a 6-0 vote.

Upon motion by Council Member Booth and seconded by Council Member Gongora, Council approved a proposed Ad Valorem property tax rate (voter approval rate) of 0.618760 for Fiscal Year 2022-2023.

Mayor Perez called for a record vote in order of position:

Mayor Jason Perez	Aye
Council Member Daniel	Aye
Council Member Townsend	Nay
Mayor Pro-Tem Wright	Nay
Council Member Booth	Aye
Council Member Gongora	Aye

The motion passed on a 4-2 vote.

EXECUTIVE SESSION

The City Council will convened into executive session at 7:24 PM pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

3. Discussion and possible action on Boards and Commissions appointments, in accordance with Section 551.074 of the Texas Government Code.

OPEN SESSION

The City Council reconvened into executive session at 8:04 PM pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

3. Discussion and possible action on Boards and Commissions appointments, in accordance with Section 551.074 of the Texas Government Code.

Upon motion by Mayor Pro-Tem Wright and seconded by Council Member Gongora, Council approved the following appointments and reappointments.

Angleton Better Living Corporation – Reappointment of William Jackson, and appointments of Johnny Voss, and Jaime Moreno with terms ending in 2024.

Planning and Zoning Commission – Reappointments of Ellen Eby, Bill Garwood, Bonnie McDaniel, and Deborah Spoor with terms ending in 2024.

Board of Adjustments – Reappointments of Daniel Graham, Ellen Eby, Belinda Gaines with terms ending in 2024 and Alternate Terry Roberts with a term ending in 2023.

Animal Services Advisory Committee – Appointment of Janie Schwartz-Shaw with a term ending in 2024

Keep Angleton Beautiful – Reappointments of Cheryl Scarborough, Andrea Demopoulos-Coasts, and Tracy Delesandri with terms ending in 2024.

Parks and Recreation Board – Reappointments of Clara Dannhaus, and Jaime Moreno, and the appointment of Erin Boren with terms ending in 2024.

The motion passed on a 6-0 vote.

ADJOURNMENT

The meeting was adjourned at 8:06 PM.

These minutes were approved by Angleton City Council on this the 13th day of December, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Peres, TRMC

City Secretary



**CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, AUGUST 23, 2022 AT 6:00 PM**

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, AUGUST 23, 2022 AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Perez called the Council Meeting to order at 6:00 P.M.

PRESENT

**Mayor Jason Perez
Mayor Pro-Tem John Wright
Council Member Cecil Booth
Council Member Mark Gongora
Council Member Travis Townsend
Council Member Christiene Daniel**

PLEDGE OF ALLEGIANCE

Council Member Gongora led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

PUBLIC HEARINGS AND ACTION ITEMS

- 1. Reconvene a public hearing, discussion, and possible action on the proposed Fiscal Year 2022-2023 Ad Valorem Tax Rate.**

Upon a motion by ?? and seconded by ??, Council opened the public hearing at ??. The motion passed on a 6-0 vote.

No one spoke in favor or against.

Upon a motion by ?? and seconded by ??, Council approved the proposed Fiscal Year 2022-2023 Ad Valorem Tax Rate. The motion passed on a 6-0 vote.

The public hearing was conducted and upon a motion by ?? and seconded by ??, Council closed the public hearing at ?. The motion passed on a 6-0 vote.

CEREMONIAL PRESENTATIONS

2. Presentation of employee service award.
3. Presentation of a Proclamation by the Mayor.
4. Presentation of August Keep Angleton Beautiful Yard of the Month and Business of the Month.

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.

5. Discussion and possible action on a resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through October 7, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Upon a motion by ?? and seconded by ??, Council approved Resolution No. 20220823-005. The motion passed on a 6-0 vote.

REGULAR AGENDA

6. Discussion and possible action to allow the Fire Department to purchase rugged laptops for trucks.

Upon a motion by ?? and seconded by ??, Council approved to allow the Fire Department to purchase rugged laptops for trucks. The motion passed on a 6-0 vote.

7. Discussion and possible action on a resolution declaring a disaster due to extreme drought conditions; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Upon a motion by ?? and seconded by ??, Council approved Resolution No. 20220823-007. The motion passed on a 6-0 vote.

8. Discussion and possible action on the American Rescue Plan Act, Tranche I Spending Plan.

Upon a motion by ?? and seconded by ??, Council approved the American Rescue Plan Act, Tranche I Spending Plan. The motion passed on a 6-0 vote.

9. Discussion and possible action regarding the American Rescue Plan Act, Tranche II Spending Plan.

Upon a motion by ?? and seconded by ??, Council approved the American Rescue Plan Act, Tranche II Spending Plan. The motion passed on a 6-0 vote.

10. Discussion and possible action on a Request for Proposal for Oyster Creek Wastewater Treatment Plant Lab Redesign to be awarded to Construction Masters of Houston, Inc.

Upon a motion by ?? and seconded by ??, Council approved a Request for Proposal for Oyster Creek Wastewater Treatment Plant Lab Redesign to be awarded to Construction Masters of Houston, Inc. The motion passed on a 6-0 vote.

11. Discussion and Possible action on the debt and assessment structure for the Riverwood Ranch PID and impact on homeowner annual assessments.

This item was removed from the agenda.

12. Discussion and possible action on an ordinance approving the 2022-23 update to the Service and Assessment Plan and Assessment Roll for the Riverwood Public Improvement District.

Upon a motion by ?? and seconded by ??, Council approved Ordinance No. 20220823-012. The motion passed on a 6-0 vote.

13. Discussion and possible action on an ordinance approving the 2022-23 update to the Service and Assessment Plan and Assessment Roll for the Kiber Reserve Public Improvement District.

Upon a motion by ?? and seconded by ??, Council approved Ordinance No. 20220823-013. The motion passed on a 6-0 vote.

14. Discussion and possible action on a thirty-day contract extension request from DL Meacham, Lakeside Park Contractor, due to delays associated with the TDI design revisions.

Upon a motion by ?? and seconded by ??, Council approved a thirty-day contract extension request from DL Meacham, Lakeside Park Contractor, due to delays associated with the TDI design revisions. The motion passed on a 6-0 vote.

15. Discussion and Possible action on new sanitary sewer services for the County's Emergency Operation Center (EOC).

Upon a motion by ?? and seconded by ??, Council approved new sanitary sewer services for the County's Emergency Operation Center (EOC). The motion passed on a 6-0 vote.

16. Discussion and possible action on installing sidewalks on Robinhood Lane, Street Bond Project Package #1.

Upon a motion by ?? and seconded by ??, Council approved installing sidewalks on Robinhood Lane, Street Bond Project Package #1. The motion passed on a 6-0 vote.

EXECUTIVE SESSION

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

17. Consultation with Attorney regarding a settlement offer with Constellation Energy, pursuant to Section 551.071 of the Texas Government Code.

OPEN SESSION

Mayor Perez reconvened the Council Meeting back to order at ??.

ADJOURNMENT

The meeting was adjourned at ??.

These minutes were approved by Angleton City Council on this the 13th day of September, 2022.

CITY OF ANGLETON, TEXAS

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/13/2022

PREPARED BY: Kyle Reynolds

AGENDA CONTENT: Waiver of new home permit fees Section 5-16 for 1309 Caldwell (Habitat for Humanity) and waiver of sidewalks Section 23-14 for new home 1309 Caldwell

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Waiver of new home permit fees and sidewalk requirement in new construction

RECOMMENDATION:

N/A

Habitat for Humanity new construction of home located at 1309 Caldwell Street in Angleton, Tx.

FEES: new home \$650.00

HVAC \$75.00

Plumbing \$70.00

Electrical \$100.00 Total \$895.00

Sec. 23-14. Sidewalks and accessibility.

A. Sidewalks.

1. Required.

- a. Sidewalks shall be required in all locations that adjoin public streets on both sides of streets in all new plats, excluding minor plats, in the city and the ETJ.
- b. Sidewalks shall be required to be constructed as a requirement of site plan approval for new developments along all public streets.
- c. For an existing development that does not have sidewalks along adjoining public streets and is proposed to be expanded, sidewalks shall only be required for the portion of the property where the expansion is proposed. The city council may consider a variance when there are significant engineering constraints that result in practical difficulties from locating or extending a sidewalk or when a sidewalk should not be extended for other practical considerations.

2. Construction standards.

- a. The construction specification of sidewalks shall conform to ACM specifications for sidewalks and all accessibility standards.
- b. Residential sidewalks shall have a minimum width of five feet and shall be setback two feet from the back of the curb.
- c. Sidewalks for non-residential uses shall have a minimum width of six feet.
- d. If a required sidewalk will connect to a substandard sidewalk, the city engineer may allow the tapering of the required sidewalk to provide a seamless connection.

Supp. No. 16

CD23:22



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/13/2022

PREPARED BY: Jason O'Mara, Assistant Director of Parks and Recreation

AGENDA CONTENT: Discussion and possible action authorizing the City Manager to execute a renewal agreement between the City of Angleton and i9 Sports.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: NA **FUNDS REQUESTED:** NA

FUND: NA

EXECUTIVE SUMMARY:

On April 26, 2022, Council approved Parks & Recreation to enter an initial agreement with i9 Sports to offer youth sports leagues, camps, and clinics within the City of Angleton. In the 2022 agreement, i9 Sports offered programs for Youth Volleyball and Youth Flag Football with varying results in participation. The below table outlines the participation numbers and revenue from these offerings.

Program	Dates	Participation	Revenue
Volleyball Summer Camp 1	6/20-6/24	CANCELED	N/A
Volleyball Summer League	6/25-8/13	18	\$481.25
Volleyball Summer Camp 2	7/18-7/22	11	\$279.13
Flag Football Summer Camp	7/25-7/29	CANCELED	N/A
Flag Football Fall Clinic 1	8/15-9/5	CANCELED	N/A
Volleyball Fall Clinic 1	8/16-9/6	4	\$66.50
Flag Football Fall Clinic 2	9/12-10/3	CANCELED	N/A
Volleyball Fall Clinic 2	9/13-10-4	4	\$63.00
Flag Football Fall League	10/1-11/12	CANCELED	N/A
Volleyball Fall League	10/1-11/12	19	\$442.75
Totals:		56	\$1,332.63

The participation may seem minimal based on the data presented above, however, this was based on a small sample size as programs were only offered in Summer and Fall. Furthermore, Parks and Recreation staff feel this provided a great start in offering unserved programs for our community and see the potential to build on the foundation i9 Sports has created thus far. In the proposed

agreement for 2023, i9 Sports and Parks and Recreation plan to promote additional Volleyball clinics and camps based on participation numbers in the 2022 while increasing awareness and promotion of Flag Football programs. Both parties believe in the impact these programs provide and welcome the opportunity for growth by renewing a partnership for 2023.

RECOMMENDATION:

Staff recommends City Council authorize the City Manager to execute a renewal agreement with i9 Sports for youth sports programs at Angleton Parks & Recreation facilities & parks.

SUGGESTED MOTION:

I move we authorize the City Manager to execute a renewal agreement with i9 Sports for youth sports programs at Angleton Parks & Recreation facilities & parks.

**CITY OF ANGLETON, TEXAS
INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into as of the date fully executed (the “Effective Date”), by and between the **City of Angleton, Texas**, a Texas municipality (hereinafter referred to as the “City of Angleton”), and **Reward Flip, Inc. (d/b/a i9 Sports and i9 Sports, LLC)** (the “Independent Contractor”). The City of Angleton and the Independent Contractor may be referred to, individually, as a “Party” or, collectively, as the “Parties.”

WITNESSETH:

WHEREAS, the Independent Contractor desires to provide its services to the City of Angleton pursuant to the terms and conditions contained in this Agreement; and

WHEREAS, the City of Angleton desires to receive such services from the Independent Contractor.

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

1. Scope of Services. The Independent Contractor shall provide program services to the City of Angleton pursuant to the terms and conditions provided and set forth herein (the “Services”). All materials, class supplies, labor (including set-up and tear-down), equipment, and other services required to be performed by Independent Contractor under this Agreement are to be provided by the Independent Contractor. The City of Angleton cannot and will not purchase supplies for Independent Contractor utilizing the City of Angleton’s tax exempt status.

These Services, the provision of which Independent Contractor shall be responsible for and which shall be provided by the Independent Contractor to the City of Angleton at the option, instruction, and election of the City of Angleton, with each program starting and ending on the date indicated – beginning at the time indicated and ending at the time indicated, if listed – at the venue indicated, unless otherwise agreed to in writing by the Parties, shall include the following,

	PROGRAM	CATEGORY	START	END	TIMES	DAYS	LOCATION
1.	Winter Clinic	Volleyball	01/03/2023	01/24/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
2.	Winter Clinic	Volleyball	01/31/2023	02/21/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
3.	Spring Clinic	Volleyball	02/28/2023	03/29/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
4.	Spring League	Volleyball	04/01/2023	05/20/2023	9:00 am – 3:00 pm	Sat	Angleton Rec. Center
5.	Spring Clinic	Volleyball	04/04/2023	04/25/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
6.	Spring Clinic	Volleyball	05/02/2023	05/23/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center

7.	Summer Camp	Volleyball	06/05/2023	06/09/2023	9:00 am – 12:00 pm	Mon – Fri	Angleton Rec. Center
8.	Summer Camp	Flag Football	06/12/2023	06/16/2023	9:00 am – 12:00 pm	Mon – Fri	Bates Park (Kings Field)
9.	Summer Camp	Volleyball	06/19/2023	06/23/2023	9:00 am – 12:00 pm	Mon – Fri	Angleton Rec. Center
10.	Summer League	Volleyball	06/24/2023	08/12/2023	9:00 am – 3:00 pm	Sat	Angleton Rec. Center
11.	Summer League	Flag Football	06/24/2023	08/12/2023	9:00 am – 3:00 pm	Sat	Bates Park (Kings Field)
12.	Summer Camp	Flag Football	06/26/2023	06/30/2023	9:00 am – 12:00 pm	Mon – Fri	Bates Park (Kings Field)
13.	Summer Camp	Volleyball	07/10/2023	07/14/2023	9:00 am – 12:00 pm	Mon – Fri	Angleton Rec. Center
14.	Summer Camp	Flag Football	07/17/2023	07/21/2023	9:00 am – 12:00 pm	Mon – Fri	Bates Park (Kings Field)
15.	Summer Camp	Volleyball	07/24/2023	07/28/2023	9:00 am – 12:00 pm	Mon – Fri	Angleton Rec. Center
16.	Summer Camp	Flag Football	07/31/2023	08/04/2023	9:00 am – 12:00 pm	Mon – Fri	Bates Park (Kings Field)
17.	Summer Camp	Volleyball	08/07/2023	08/11/2023	9:00 am – 12:00 pm	Mon – Fri	Angleton Rec. Center
18.	Fall Clinic	Volleyball	08/15/2023	09/05/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
19.	Fall Clinic	Volleyball	09/12/2023	10/03/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
20.	Fall League	Volleyball	09/16/2023	10/28/2023	9:00 am – 3:00 pm	Sat	Angleton Rec. Center
21.	Fall Clinic	Volleyball	10/10/2023	10/31/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
22.	Fall Clinic	Volleyball	11/07/2023	12/05/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center

Independent Contractor shall be responsible for enrolling all participants. A minimum of four (4), per scheduled program, must be received by the City of Angleton prior to commencement of such scheduled program. The City of Angleton reserves the right to cancel any program that does not meet the minimum enrollment requirements as determined at the sole discretion of the City of Angleton.

Independent Contractor understands and acknowledges that instructor-to-participant ratios are crucial to the success of any program, and the consideration of actual activities performed as well as the ages of participants will affect this ratio. The Independent Contractor must provide a safe program setting by providing appropriate supervision and instruction.

Independent Contractor shall cooperate with the City of Angleton in the City of Angleton’s application and enforcement of Section 17-3 of the City of Angleton’s Code of Ordinances, “Standard for Care for Youth Recreational Programs,” which has been attached and incorporated hereto as Exhibit B, the Services provided by Independent Contractor The City of Angleton reserves the right to require additional supervision or program modification based on a mutually agreed upon State or national standard (e.g. American Camping Association, United States Tennis Association, Texas Department of Licensing and Regulation) to be provided by the Independent

Contractor at the sole expense of Independent Contractor based upon the program activities and ages of participants.

2. **Term.** This Agreement shall be effective as of the Effective Date and shall expire on December 31, 2023 (the “Term”), unless terminated earlier as provided herein.

3. **Duties and Responsibilities of Independent Contractor.** During the Term of this Agreement, the Independent Contractor shall have the full and complete obligation and responsibility to provide all labor, services, employees, materials, and equipment required to provide the Services in accordance with the terms of this Agreement.

a. ***No Employee Relationship.*** The Independent Contractor, its employees, staff, agents, directors or assigns are not agents, employees, or servants of the City of Angleton or its affiliates and shall not claim any such status or rights associated with the same. Nothing contained herein shall authorize the Independent Contractor, its employees, staff, agents, directors, or assigns to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of, the City of Angleton or its affiliates or to bind it in any manner.

b. ***Timely Performance.*** The Independent Contractor shall report to all scheduled classes or programs on time and be prepared to provide the Services. Failure by the Independent Contractor to timely report for a scheduled class or program or failure to be fully prepared to provide the Services shall constitute a breach of this Agreement for which the City of Angleton may, but is not obligated to, terminate this Agreement. Alternatively, the City of Angleton may require an additional twenty-five percent (25%) of Independent Contractor’s fee for that particular class or program as a fee for failure to timely report for that scheduled class or program (a “Late Fee”).

If the Independent Contractor fails to report to said class or program at all for any reason, the City of Angleton may require up to one-hundred percent (100%) of the Independent Contractor’s fee for that particular class or program as a fee for failure to timely report for that scheduled class or program (a “No Show Fee”), it being fully acknowledged and agreed to by the Parties that the harm caused by any untimely performance or failure to be available by the Independent Contractor is incapable or difficult to estimate or cure and that the Late Fee and No Show Fee are reasonable estimates of just compensation to the City of Angleton for such breach.

c. ***Warranty.*** The Independent Contractor warrants to the City of Angleton that all materials and equipment to be furnished in connection with this Agreement have been properly inspected by the Independent Contractor and are of good quality and fit for their intended purpose and free from any defects and that the Independent Contractor and its agents or employees performing under this Agreement have any and all licenses, certifications, permits, and other like authorizations and documents required by law to perform the Services or to be maintained by professionals providing similar services.

d. ***Drug-Free; Background Checks.*** The Independent Contractor shall enforce a drug-free workplace for the Independent Contractor and all of its employees, staff, agents, directors, and assigns. This includes requiring Independent Contractor, its applicants, and its

employees (for purposes of this paragraph, the Independent Contractor is required to test anyone for whom the Independent Contractor withholds and is responsible for reporting payroll taxes, using its IRS-assigned EIN, including the Independent Contractor), at Independent Contractor's expense, to submit to a drug test prior to performing work within the City of Angleton and upon reasonable suspicion in the workplace. The remainder of this paragraph is intended to and shall apply to all the Independent Contractor's employees, as defined above. The Independent Contractor shall provide satisfactory proof of such testing at any time requested by the City of Angleton. The City of Angleton retains the authority to prohibit any of such the Independent Contractor's employees, staff, agents, directors, or assigns from providing the Services described hereunder based on either adverse test results or upon reasonable suspicion of drug or alcohol usage while services are being performed. The Independent Contractor shall, within thirty (30) days of contract execution, perform a criminal background check for all of the Independent Contractor's employees performing work within the City of Angleton. Such checks shall cover the previous seven (7) years, showing no convictions other than minor traffic offenses, and shall be performed in all states in which the employee, subject to the criminal background check, has resided during that time. The background checks shall be at the Independent Contractor's expense and shall be completed at least thirty (30) days prior to hosting classes or within thirty (30) days of Agreement. The City of Angleton shall retain the authority to prohibit any of such Independent Contractor's employees, staff, agents, directors, or assigns from providing the Services described hereunder based on failure to satisfy such background checks or for any arrest involving offenses of crimes against the person, moral turpitude, and/or felony offenses under state, federal, or local law.

e. ***Audits by City.*** Independent Contractor agrees that representatives of the City of Angleton or other authorized personnel of the City shall have access to and the right to audit, examine, or reproduce any and all records of the Independent Contractor related to the performance of this Agreement, including but not limited to all documents related to the performance of the Services hereunder. The Independent Contractor shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit matters that the City of Angleton has brought to the attention of the Independent Contractor are resolved, whichever is longer.

f. ***Cancellation of Services.*** Cancellation of Services may occur for a number of reasons, including but not limited to the termination of this Agreement, dangerous weather events, and potential facility issues. Independent Contractor shall be solely responsible for communicating with and transmitting information regarding cancellation, for any reason, of Services to all participants. Independent Contractor shall, by email correspondence, notify participants of any cancellation of Services.

Should cancellation of Services occur due to potentially dangerous weather events (e.g., hurricanes, torrential rain events, flooding, tornadoes, dangerous heat waves), Independent Contractor's designated weather hotline shall be updated, and the Services scheduled for that day or days will be rescheduled to the following week. When Services cannot be rescheduled, Independent Contractor shall make all attempts to schedule same-day Services (e.g., doubleheader games) to replace cancelled Services.

4. Duties and Responsibilities of the City of Angleton. During the Term of this Agreement, the City of Angleton will provide the following:

a. ***Facilities.*** The City of Angleton shall provide facilities for use by the Independent Contractor and shall ensure that such facilities are in proper working order. The Independent Contractor will notify the City of Angleton immediately if repairs are needed. An on-call number is available to facilitate after-hours notification of repairs. (For after-hours notification of repairs, the Independent Contractor should call (979) 849-4364, option 5.) While repairs are in progress, alternate facility accommodations may need to be made but may not be guaranteed by the City of Angleton, it being understood that such failure to provide alternate facilities shall not be a breach of this Agreement.

b. ***Registration.*** Independent Contractor shall conduct registration, collect participation fees, and process class transfers or refunds for any and all Services provided.

c. ***Rosters, Enrollment, and Registration.*** The Independent Contractor shall provide rosters, enrollment forms, and registration documents (all of which may be referred to in this Agreement as “rosters” and may be interchanged as such) of all program participants to the City of Angleton on a per league and per clinic basis. The City of Angleton may, at the City of Angleton’s option, request additional documentation, if and as needed, and Independent Contractor shall comply with such request, to the best of Independent Contractor’s ability, to provide such documentation.

d. ***Publicity.*** The City of Angleton shall publicize the leagues and clinics through the most appropriate medium as determined at the sole discretion of the City of Angleton. The Independent Contractor is authorized to conduct supplemental publicizing only utilizing materials preapproved by the City of Angleton.

e. ***Monitoring.*** The City of Angleton reserves the right to monitor all leagues, clinics, and activities performed hereunder to ensure adequate quality services are being performed and that the provisions of this Agreement and its Exhibits are being followed.

f. ***Refund Policy.*** Refunds shall be given in accordance with Independent Contractor’s “Registration Agreement,” which has been attached and incorporated hereto as Exhibit C. Independent Contractor shall require the parent or guardian of all participants to sign this “Registration Agreement,” acknowledging Independent Contractor’s refund procedures, which state:

“All deposits and fees are non-refundable under all circumstances.”

5. Media Release. The Independent Contractor hereby designates the City of Angleton as a “designee” for all purposes as those purposes relate to Independent Contractor’s “Photo Release Waiver,” which Independent Contractor guarantees shall be obtained – either executed or declined – from a parent or guardian of a participant upon registration and prior to a participant’s involvement in any clinic or league, and shall provide the City of Angleton with copies of such executed “Photo Release Waiver” for each registered participant or written notice that the parent or guardian declined to execute the “Photo Release Waiver” for whatever reason. Independent

Contractor’s “Photo Release Waiver” has been attached and incorporated hereto as *Exhibit D*. Independent Contractor hereby releases to the City of Angleton the right to use, publish, and reproduce, for all purposes, pictures, video recordings, and printed and electronic copies of any images of the Independent Contractor while performing the Services in any and all media, including, without limitation, the Internet and print media. Independent Contractor further grants all right, title, and interest to the City of Angleton that may exist in the finished pictures, negatives, reproductions, and copies of original prints, and further grants the right to exhibit the prints or copies thereof for marketing, communications, and advertising purposes, as the City of Angleton deems fit. Independent Contractor hereby waives the right to receive any payment for such release and waives the right to receive any such payment for the continued use thereof.

6. Time Requirements. The Independent Contractor, its employees, staff, agents, directors, and assigns shall devote, during the term of this Agreement, all of the time, energy, and skills necessary for the performance of the Services and shall periodically, or at any time upon request by the City of Angleton, submit any reports requested by the City of Angleton including, but not limited to, time reports regarding the Services provided to the City of Angleton.

7. Fees to be Paid by Independent Contractor. The Independent Contractor shall pay the City of Angleton on a “per program” basis for the Services in connection with this Agreement. The exact amount of each payment for each program shall be agreed upon in writing by the City of Angleton and the Independent Contractor prior to any work being performed, in accordance with *Exhibit A* attached and incorporated hereto, and which upon written agreement of the Parties shall be affixed to this Agreement as if it were a part of this Agreement, with all necessary supporting documentation for such payment, including but not limited to program rosters, enrollment information, and participant registration information, to be submitted by Independent Contractor in conjunction with any proposed payment amount, which shall be subject to increase or reduction as provided herein. Unless otherwise agreed to in writing, Independent Contractor shall pay the City of Angleton on a “per program” basis with a minimum of four (4) and a maximum of twelve (12) paid enrollments per program pursuant to the following price schedule:

PROGRAM	PRICE <i>(with expiration date of discount, if applicable)</i>
Winter Clinic	\$90.00 per participant
Spring Clinic	\$90.00 per participant
Spring League	\$120.00 per participant (Off-season Fee)
	\$130.00 per participant (Early Registration Fee)
	\$140.00 per participant (Regular Registration Fee)
	\$150.00 per participant (Late Registration Fee)
Summer Camp	\$135.00 per participant (Regular Registration Fee)
	\$145.00 per participant (Late Registration Fee)
Summer League	\$120.00 per participant (Off-season Fee)

	\$130.00 per participant (Early Registration Fee)
	\$140.00 per participant (Regular Registration Fee)
	\$150.00 per participant (Late Registration Fee)
Fall Clinic	\$90.00 per participant
Fall League	\$120.00 per participant (Off-season Fee)
	\$130.00 per participant (Early Registration Fee)
	\$140.00 per participant (Regular Registration Fee)
	\$150.00 per participant (Late Registration Fee)

8. Relationship Between the Parties. The City of Angleton retains the Independent Contractor only for the purposes and to the extent set forth in this Agreement, and the Independent Contractor’s relationship to the City of Angleton shall, during the Term of this Agreement, be that of an independent contractor. The Independent Contractor shall not withhold from sums becoming payable to the City of Angleton, its employees, staff, agents, directors, or assigns hereunder, any amounts for State or Federal Income Tax, Unemployment Taxes, or for FICA (Social Security) taxes, during the Term of this Agreement. Neither the Independent Contractor nor its employees, staff, agents, directors, or assigns shall be entitled to receive any benefits which employees of the City of Angleton receive, including workers’ compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security, in exchange for the Services provided to the City of Angleton. The Independent Contractor is responsible for providing, at the Independent Contractor’s own expense, Disability, Unemployment, Worker’s Compensation, and other Insurance.

9. Termination.

a. Unless permitted to terminate earlier pursuant to the provisions contained herein, the City of Angleton may terminate this Agreement for any reason, with or without cause, by providing thirty (30) days’ written notice to the Independent Contractor. In the event of failure by the Independent Contractor to perform the Services as required by this Agreement with reasonable skill and diligence, the City of Angleton shall provide written notice to the Independent Contractor of specific deficiencies in performance and shall provide the Independent Contractor ten (10) calendar days from the date of such notification to cure said deficiencies to the satisfaction of the City of Angleton. If the Independent Contractor fails or is for any reason unable to cure said deficiencies, the City of Angleton may, at its sole discretion, but is under no obligation to, terminate this Agreement.

b. The Independent Contractor may terminate this Agreement, with or without cause, by providing at least forty-five (45) days’ written notice to the City of Angleton. Failure by the Independent Contractor to provide said notice to the City of Angleton shall constitute a breach of this Agreement for which the City of Angleton may, but is not obligated to, immediately terminate this Agreement and any other current or future Agreement with the Independent Contractor to provide other similar services.

c. Failure of the City of Angleton to terminate this Agreement or to charge the Independent Contractor with a Late Fee or No Show Fee for any incident of the Independent Contractor reporting late to a scheduled class or program, or for failing to be prepared for a scheduled class or program, or for failing to provide prior notice for cancellation of a class or program shall not constitute a waiver of the City of Angleton’s right to terminate this Agreement or charge fees as set forth herein for any future breaches for programs or classes covered by this Agreement or exercise any other remedies permitted herein, by law or in equity.

10. Insurance.

a. The Independent Contractor agrees that, at its sole cost, it will procure, within seven (7) days after its execution of this Agreement, and thereafter keep in full force and effect during the term hereof, and any authorized or unauthorized holding over, insurance coverage for its operations at the City of Angleton’s facilities of the type(s) and limit(s) set forth below:

COVERAGE	LIABILITY
Commercial General Liability (i) Products/Completed Operations (ii) Personal and Advertising Injury (iii) Fire Damage	Combined single limit for bodily injury and property damage of \$500,000.00 per person. General aggregate of \$1,000,000.00 (not including products or completed operations).
Comprehensive Automobile Liability (i) owned or leased vehicles (ii) non-owned vehicles (iii) hired automobiles	Combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence.
Workers Compensation	Statutory requirements, per State law.

All policies will require a waiver of subrogation. Such proof of policy must be in a form acceptable to the city's risk manager.

b. Insofar as the insurance provides protection against liability for damages to a third party for personal injury, death, or property damage, the City of Angleton shall be included as an additional insured, provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to all property, whether owned or leased, of the City of Angleton and all City of Angleton personnel, caused by or resulting from work, acts, or omissions of the Independent Contractor, its officers, agents, employees, licensees, invitees, sublessees, and independent contractors. The City of Angleton shall have no liability for any premiums charged for such coverage, and the inclusion of the City of Angleton as an additional insured is not intended to and shall not make the City of Angleton a partner or joint venturer in the Independent Contractor’s operations at City of Angleton facilities.

c. The Independent Contractor shall further the City of Angleton with a duplicate original of all policies evidencing the coverage required hereunder, or a photostat copy or other reproduced copy of the original policy or policies and all amendments and riders thereto for approval, within thirty (30) days of the Effective Date of this Agreement. Upon renewal of such insurance, if no change is made in the policies and copies of those policies have theretofore been

furnished to the City of Angleton, a certificate of coverage, along with the additional insured endorsement page, certifying such fact will be sufficient. All insurance must be written by companies authorized to do business in the State of Texas, shall be rated B++ or greater, must be on forms approved by the Insurance Commission of the State of Texas, and shall be performable in the State of Texas, County of Brazoria,

d. All the insurance required to be carried by the Independent Contractor hereunder shall be by policies which shall require, on their face, or by endorsement, ten (10) days' written notice to the City of Angleton before they may be cancelled and within which ten (10) day period the Independent Contractor will provide other suitable policies in lieu of those about to be cancelled so as to maintain, in effect, the coverage required under the provisions hereof.

e. Failure or refusal of the Independent Contractor to obtain and keep in force the above-required insurance coverage shall authorize the City of Angleton, at its option, to terminate this Agreement at once, notwithstanding any provision of this Agreement to the contrary.

f. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City of Angleton, its elected or appointed officers, agents, officials, agents, employees, and volunteers or shall specifically allow the Independent Contractor when providing insurance in compliance with these requirements to waive the right of recovery prior to a loss. The Independent Contractor thereby waives its own right of recovery against the City of Angleton and shall require similar written express waivers from its directors.

11. RELEASE, DEFENSE, AND INDEMNITY. CITY OF ANGLETON SHALL NOT BE LIABLE FOR, AND INDEPENDENT CONTRACTOR AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY OF ANGLETON, ITS SUCCESSORS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS WHATSOEVER (INCLUDING CLAIMS OF THIRD PARTIES AND CLAIMS OF SPOUSES, HEIRS, SURVIVORS OR LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS OF INDEPENDENT CONTRACTOR FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY (WHETHER REAL OR PERSONAL, OWNED, OR LEASED) DAMAGE AND LOSS ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT AND THE SERVICES PROVIDED BY INDEPENDENT CONTRACTOR EVEN IF THE CLAIMS ARE CONTRIBUTED TO OR CAUSED BY THE SOLE, JOINT, COMPARATIVE, CONCURRENT, ACTIVE, OR PASSIVE NEGLIGENCE OF THE CITY OF ANGLETON. THE RELEASE, PROTECTION, DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS ASSUMED BY THE INDEPENDENT CONTRACTOR, AND THE LIMITATIONS AFFORDED TO THE CITY OF ANGLETON IN THIS PARAGRAPH INCLUDE ANY LIABILITY FOR EMPLOYMENT DISCRIMINATION AS PART OF STATE OR FEDERAL OBLIGATIONS TO ENSURE A DISCRIMINATION-FREE WORKPLACE TO ITS OWN EMPLOYEES AND FACILITY, PROGRAM, PLAN, OR SERVICE FOR THE PUBLIC.

The indemnities contained in this Agreement shall only be effective to the maximum extent permitted by the applicable law, legislative enactment, or controlling judicial decision. If such

existing or future law limits in any way the extent to which indemnification may be provided to an indemnitee that is negligent, solely negligent, or otherwise at fault and, notwithstanding the choice of law provisions set forth herein, such law is applicable to interpretation of this Agreement, then this Agreement shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by such law.

For the purposes of this Paragraph, the phrase “arising out of or resulting from the performance of this Agreement” shall be broadly construed to include, but not be limited to, not only formal work, but also any occurrences at the work site, including transportation to and from the work (other than personal or public transportation to the work site), breaks of all kinds, including, without limitation, breaks for meals or rest, horseplay of all kinds, or volunteering of all kinds to assist others in their work.

12. Remedies. The Independent Contractor’s sole remedy for a default by the City of Angleton shall be to terminate this Agreement. The Independent Contractor shall not be entitled to any economic or financial damages whatsoever from the City of Angleton or its respective affiliates, officers, directors, employees, agents, attorneys, successors, and assigns.

13. Public Information Act. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Service Provider agrees that this Agreement can be terminated if the Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code, Chapter 552, as amended (the “Texas Public Information Act”), such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Texas Government Code, the Service Provider is required to make any information created or exchanged with the City pursuant to this Agreement, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

14. Notices. All notices, demands, or requests from one party to another must be in writing and must be (i) personally delivered, (ii) sent by mail, certified or registered, postage prepaid, (iii) sent by facsimile transmission, or (iv) sent by overnight delivery, in any case to the address stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of receipt or delivery.

IF TO CITY OF ANGLETON:

City of Angleton
Attn: Geri Gonzales
 121 S. Velasco Street
 Angleton, Texas 77515
 Email: ggonzales@angleton.tx.us

IF TO INDEPENDENT CONTRACTOR:

Reward Flip, Inc. (d/b/a i9 Sports and i9 Sports, LLC)

Attn: Scott Read

3091 College Park Drive

Suite 240

The Woodlands, Texas 77384-8023

Email: scott.read@i9sports.com

15. Severability. Any provision of this Agreement, which is invalid or unenforceable in any jurisdiction, shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

16. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles thereof. Any action or suit related to this Agreement must be brought in the state or Federal courts sitting in Brazoria County, Texas.

17. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

18. Headings for Convenience Section, subsection, and paragraph headings are inserted for convenience of reference only and shall not in any way affect the meaning and interpretation of this Agreement.

19. No Discrimination; Reasonable Accommodation Required. Independent Contractor will not discriminate against any employee, applicant, instructor, participant, or otherwise related person because of race, color, religion, sex, sexual orientation, general identity, national origin, or disability. Independent Contractor shall comply with all applicable State and Federal laws, rules, and regulations, including but not limited to all provisions of Title II, Title VI, and Title VII of the Civil Rights Act, as amended, and the Americans with Disabilities Act (the ADA), as amended. All efforts shall be made for reasonable accommodation of the provision of the Services.

20. Exhibits. All Exhibits are incorporated for all purposes as part of this Agreement.

Exhibit A: Independent Contractor Compensation

Exhibit B: The City of Angleton's "Standards of Care for Youth Recreational Programs"
(Sec. 17-3 of the City of Angleton's Code of Ordinances)

Exhibit C: Independent Contractor's "Registration Agreement,"

Exhibit D: Independent Contractor's "Photo Release Waiver"

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as follows:

INDEPENDENT CONTRACTOR

By: _____
Scott Read, Instructor

Date: _____

CITY OF ANGLETON

By: _____
Chris Whittaker, *City Manager*

Date: _____

EXHIBIT A:
INDEPENDENT CONTRACTOR COMPENSATION

The City of Angleton will be compensated 17.5% of all monies collected through registrations received for the following programs: sport camps, leagues, clinics, instructional programs, and all other items listed in Exhibit A-1, as it may be amended from time-to-time (the “Programs”).

The Independent Contractor shall submit one (1) payment, no later than the fifth (5th) day of the month following the previous month’s Programs, in accordance with the schedule, below. This payment shall be based on the number of participants listed on the participant rosters maintained by the Independent Contractor on a per league and per clinic basis. All rosters shall be divided to include each league or clinic with the names and payments of each participant. This payment check shall be noted as Program Payments and should the date that such payment be due to the City of Angleton be a Saturday or Sunday, the payment shall then be due the Friday immediately preceding that Saturday or that Sunday.

	PROGRAM	CATEGORY	END	DATE PAYMENT TO CITY OF ANGLETON DUE
1.	Winter Clinic	Volleyball	01/24/2023	February 5, 2023
2.	Winter Clinic	Volleyball	02/21/2023	March 5, 2023
3.	Spring Clinic	Volleyball	03/29/2023	April 5, 2023
4.	Spring Clinic	Volleyball	04/25/2023	May 5, 2023
5.	Spring League	Volleyball	05/20/2023	June 5, 2023
6.	Spring Clinic	Volleyball	05/23/2023	June 5, 2023
7.	Summer Camp	Volleyball	06/09/2023	July 5, 2023
8.	Summer Camp	Flag Football	06/16/2023	July 5, 2023
9.	Summer Camp	Volleyball	06/23/2023	July 5, 2023
10.	Summer Camp	Flag Football	06/30/2023	July 5, 2023
11.	Summer Camp	Volleyball	07/14/2023	August 5, 2023
12.	Summer Camp	Flag Football	07/21/2023	August 5, 2023
13.	Summer Camp	Volleyball	07/28/2023	August 5, 2023
14.	Summer Camp	Flag Football	08/04/2023	September 5, 2023
15.	Summer Camp	Volleyball	08/11/2023	September 5, 2023
16.	Summer League	Volleyball	08/12/2023	September 5, 2023
17.	Summer League	Flag Football	08/12/2023	September 5, 2023
18.	Fall Clinic	Volleyball	09/05/2022	October 5, 2023
19.	Fall Clinic	Volleyball	10/03/2023	November 5, 2023
20.	Fall League	Volleyball	10/28/2023	November 5, 2023
21.	Fall Clinic	Volleyball	10/31/2023	November 5, 2023
22.	Fall Clinic	Volleyball	12/05/2023	January 5, 2024



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/13/22

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible action on a resolution changing the authorized persons to act as signatories on city accounts at First State Bank.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

RECOMMENDATION:

Staff recommends council approve the resolution with the title of the "authorized bank form" to be left blank and added to the resolution once the form has been received from First State Bank.

RESOLUTION NO. 20221213-004

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, APPROVING THE “_____” FOR THE PURPOSE OF CHANGING THE AUTHORIZED PERSONS TO ACT AS SIGNATORIES ON CITY ACCOUNTS AT FIRST STATE BANK; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the official depository for City funds is First State Bank-Louise by a depository agreement executed in November 2021; and

WHEREAS, pursuant to its depository agreement with First State Bank-Louise, the governing body of the City shall appoint, or authorize, or designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

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

SECTION 1. Adding City Council Member Travis Townsend as a signatory on the “_____”, a true and correct copy of which is attached hereto as “Exhibit A” and made a part hereof for all purposes, is hereby designated, and authorized to act as signatories on the various accounts of the City, in accordance with the terms and conditions of the Depository Bank Services Agreement executed between the City and First State Bank-Louise in November 2021.

SECTION 2. The appointed City Secretary, Michelle Perez, is hereby authorized and directed to cause a true and correct copy of this Resolution to be served upon First State Bank-Louise, together with the “_____” attached hereto.

SECTION 3. Repeal. All other resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 4. Effective date. This resolution shall be effective and in full force immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED ON THE 13TH DAY OF DECEMBER, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez, Mayor

ATTEST:

Michelle Perez, TRMC
Interim City Secretary

EXHIBIT A



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/13/2022

PREPARED BY: Martha Eighme

AGENDA CONTENT: Discussion and possible action to approve the artist agreement with Calina Johnson for a mural at Animal Services Building

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$10,000

FUNDS REQUESTED: \$10,000

FUND: 04-575-215

EXECUTIVE SUMMARY:

In the continuation of the public art initiative funded in the budget, we have been in continued discussions with artist Calina Johnson who painted the mural on the Raymond James Building downtown, and Fire Station 1. She will be back in town to paint a mural on the Animal Services Building and upon art approval, plans to start work in December. At the time of submittal, the rendering from the artist was not complete but City Manager will have final approval of design.

RECOMMENDATION:

Staff recommends approval of the artist agreement with Calina Johnson for a mural at the Animal Services Building.

**AGREEMENT FOR
MURAL DESIGN, INSTALLATION, AND APPLICATION
IN THE CITY OF ANGLETON, TEXAS**

This Agreement for Mural Design, Installation, and Application in the City of Angleton, Texas (the “**Contract**”) is made between the City of Angleton, Texas, a Texas municipal corporation (the “**City**”), and Calina Johnson (a/k/a Calina Mishay of Calina Mishay Art, LLC), an individual, (the “**Artist**”), providing for the design, installation, and application of one (1) wall-sized murals to be used on display, in the public, within the City. The foregoing parties are herein collectively referred to as the “**Parties**” and individually referred to as a “**Party**.”

The purpose of this Contract is to set forth the terms and conditions for the design, installation, and application to be used on display, in the public, and in particular for one (1) wall-sized murals in the City. For good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereby agree to as follows:

1. Definitions. In this Contract:

Work means, both independently and together, as the context requires, the art and design for two (2) wall-sized murals, the design to be created by the Artist and, after approval by the City, the installation and application of such murals by the Artist, as described in the proposal provided by the Artist, which has been attached and incorporated as *Exhibit A* (hereinafter, the “**Proposal**”), within the City.

Mural means a painting or other work of art, executed directly on a wall displaying the Work, that has been designed, installed, and applied by the Artist with the permission or and through partnership with the City.

2. Effective Date. This Contract will be effective as of the latest of the dates signed by the Parties (“Effective Date”).

3. Artist’s Obligations.

- a. The Artist will create and provide to the City the Work described in this Contract, in conformity with the Proposal and the terms of this Contract.
- b. Artist will provide the Work to the City in a digital format.
- c. Artist grants an irrevocable license for the use of the Work to the City, and to make reproductions of the Work for any municipal or public purpose, including but not limited to any publicity the City deems appropriate or beneficial (“**License**”). This License shall allow the City to establish the Work as a tourism feature of the City of Angleton, Texas, and shall be granted and belong to the City for the life of the Work. The License shall also extend to any reproductions of the Work made by the City or on behalf of the City, during and after the life of the Work, in furtherance of the public

purposes of and benefits to the City.

4. City's Obligations.

- a. So that the Artist may complete the application and installation of the Work, the City shall provide, at the City's sole cost and expense, a drivable scissor or boom lift (the "Drivable Lift") for the operation and use of the Artist during those days on which the Artist is completing the Work. The Parties agree and acknowledge that the provision of this Drivable Lift is essential to the completion of the Work and that the performance of the Work will be affected if the Artist does not have access to the Drivable Lift on those days which the Artist is performing the Work.
- b. The City will provide credit to the Artist substantially in the following form: "Mural by: [Calina Mishay] [2022]." This credit may be included on the City website next to a digital copy of the Mural. Any reproductions of the Work made by the City will credit the Artist and contain a copyright notice.

5. Compensation.

- a. The City will pay the Artist **Ten-Thousand Dollars (\$10,000.00), with the total amount contemplated under this Contract not to exceed Ten Thousand Dollars (\$10,000.00) for one (1) Mural**, in accordance with the following payment schedule:
 - (i) Upon the Effective Date of this Contract, the City shall pay the Artist Three Thousand, Five-Hundred Dollars (\$3,500.00) to serve as a deposit for the Work to be performed by the Artist, to reserve the time necessary for the completion of the Work, and to start the Mural design process.
 - (ii) Upon completion of the Work, which shall be evidenced by the written acceptance of the Work by the City, the City shall pay the Artist the remaining Six Thousand Five Hundred Dollars (\$6,500.00).
- b. In addition to the amount specified in Subsection 5(a), above, **the City shall provide to the Artist a per diem rate of Ninety-Six Dollars (\$96.00) per day for Lodging and Fifty-Nine Dollars (\$59.00) per day for Meals & Incidentals**, in accordance with the "FY 2022 Per Diem Rate for Texas" published by the U.S. General Services Administration, <https://www.gsa.gov/travel/plan-book/per-diem-rates>, while the Artist remains in residence on location to perform and complete the application and installation of the Murals, as a part of the Work contemplated in this Contract, **in an amount not to exceed One-Hundred, Fifty-Five Dollars (\$155.00) per day for a period not to exceed twenty (20) days**.
- c. These amounts, as specified in Subsections 5(a) and 5(b) above, is the only compensation to be paid by the City, and the payment is intended to cover all of Artist's costs associated with the Work including, but not limited to, Artist's design fee, project

documentation, and any other costs associated with the creation of the Work, including the irrevocable license granted to the City.

6. Final Design.

- a. The Artist submitted her Proposal pursuant to a request seeking to commission wall-sized mural design, installation, and application to be used on display, in the public, within the City. The Proposal included a proposed concept or concepts for the Mural(s) instrumental in the City selecting the Artist for this project.
- b. Upon execution of this Contract, the Artist will undertake the preparation of the final concept for the Work (the “Final Design”).
- c. Artist will provide the Final Design to the City for review within fifteen (15) business days of the Effective Date of this Contract.
- d. Within three (3) business days after receipt of the Final Design from the Artist, the City will notify the Artist, in writing, if the City requires any revision to the Final Design in order to comply with the Proposal or any other reasons. If agreed upon by all Parties, such revisions will become a part of the Final Design.
- e. Upon his or her receipt of the Final Design, the owner of the property on which a Mural will be located shall have five (5) business days to review and provide final approval and acceptance of the Final Design. The owner of the property on which a Mural will be located shall use his or her best efforts to partner with the City and the Artist to provide final approval and acceptance of the Final Design. If agreed upon by the City, the Artist, and the owner of the property on which a Mural will be located, any revisions suggested or proffered by the owner of the property on which the Mural will be located will become a part of the Final Design.
- f. Within ten (10) business days after final approval and acceptance of the Final Design by the owner of the property on which the Mural will be located, the City will notify the Artist, in writing of the City’s approval and acceptance of the Final Design.
- g. Upon the City’s approval and acceptance of the Final Design, the Final Design, and license for its use, will immediately be conveyed to the City, and is subject to any Copyright rights retained by Artist.

7. Installation and Application. After approval of the Final Design, the Artist shall install and apply the Murals displaying the Work in substantial conformity with the Final Design and in accordance with the installation and application schedule as that schedule appears in the Final Design.

8. Warranties of Title. The Artist represents and warrants that:

- a. The Work is solely the result of the artistic effort of the Artist and the Artist is the sole author, as that term is used in the Copyright Laws of the United States, of the Work. The Artist further represents that it will be the sole author, as that term is used in the Copyright Laws of the United States, of all artistic works created pursuant to this Contract, including any intermediate works created during the creation of the Work;
- b. Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright or the rights of any person;
- c. The Work (or duplicate thereof) has not been accepted for use, license, or sale elsewhere;
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Work or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- e. Upon payment to the Artist by, and delivery of the Work to, the City, that the title transferred to the Work is free and clear of any claims or encumbrances from any source whatsoever;
- f. All Work created or performed by the Artist under this Contract, including any intermediate works created during the creation of the Work, will be wholly with the Artist and will not infringe upon or violate the rights of any third party;
- g. The Artist has not and will not grant any licenses to the Work, including but not limited to the Work and any intermediate works created during the creation of the Work, other than the exclusive license granted herein to the City, its successors, and assigns; and
- h. The Artist has the full power to enter into and perform this Contract and to make the grant of rights contained in this Contract, and the Artist created the Work in accordance with all applicable laws, regulations, ordinances, and with all necessary care, skill, and diligence.

9. Mural Duration; Repair, Removal, Replacement. A Mural is expected, but not guaranteed, to have a lifespan of 10-15 years. A Mural may be removed by the City, depending on its condition, at the City's sole discretion. The City will have the right to remove, repair, or replace any Mural, as needed, at the City's sole discretion. The Artist acknowledges and the Parties agree that the City's ability to remove, repair, or replace any Mural, as needed, at the City's sole discretion does not violate the Artist's rights under the Visual Artists Rights Act, 17 U.S.C. § 106A, in which either the Artist's attribution right or the integrity right may be implicated.

10. Mural Maintenance. The City will be responsible for maintenance and conservation of any Mural, for so long as the Mural remains on display. The City will have the right, in its sole

discretion, and without the Artist's input or approval, to determine the appropriate method of maintenance.

11. Term of Contract; Survival of Obligations. This Contract is effective as of the Effective Date and, unless terminated earlier pursuant to such provisions in the Contract, will extend until the written acceptance of the Work and final payment to the Artist by the City, but in no event will it extend beyond a period of one (1) year. All provisions of this Contract that impose continuing obligations of the Parties, including but not limited to the Artist granting an irrevocable license to the City, warrant, indemnification, and limitation of liability shall survive the expiration or termination of this Contract.

12. Termination.

- a. The City may terminate this Contract at any time, for any reason, by giving written notice to the Artist not less than three (3) business days prior to the termination date.
- b. Termination of this Contract will not terminate the license or any other rights granted to City.

13. Liability and Indemnity. ARTIST HEREBY RELEASES THE CITY AND THE CITY'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE "CITY-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, AND COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES OR OTHER COSTS) INCURRED IN CONNECTION WITH ANY MATTER RELATING TO THE TERMS OF THIS CONTRACT, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:

- a. ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT CAUSED BY ARTIST.

14. Copyright Ownership. Subject to the terms of this Contract, including any covenants herein prohibiting the creation of additional works, the license granted to the City, its successors and assigns, and the tangible ownership rights of the City in the Work, the Artist shall have and retain all rights to the Work afforded to Artist by the Copyright Laws of the United States. The Artist agrees to do and perform all acts necessary to effect and protect the copyright and renewals thereof. However, if necessary, the City, its successors, and assigns may take reasonable steps to

conserve or maintain the Work in its original form upon prior consultation with the Artist.

15. **Covenant; License; Reproduction Rights.**

- a. In view of the intention that the final Work will be unique, Artist on behalf of itself and its successors, assigns, and affiliates, covenants, warrants, and agrees that it will not knowingly aid, abet, participate in, assist, authorize, condone, or permit the making, copying, displaying, or selling of any exact duplicate, or two- or three-dimensional reproductions of the final Work, nor will the Artist grant permission to others to do so except with the written permission of the City. This covenant will survive termination or expiration of this Contract. However, nothing herein will prevent the Artist from creating future works in the Artist's manner and style of artistic expression, including works that include design elements similar to the Work, so long as such works do not replicate the composition of the Work in so much as not to reasonably cause confusion with the final Work.
- b. The Artist grants to the City, its successors and assigns, an irrevocable, fully transferable, fully sub-licensable, exclusive license to make unlimited two- and three-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, photographs and digital reproductions of the Work for inclusion in the City of Angleton's catalogues, books, brochures, website, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic or online media. The City may include information about the Work and Artist on other plaques or materials and in other information as determined by the City.
- c. If the City wishes to make reproductions of the Work for commercial purposes, including, but not limited to, t-shirts, post cards, and posters, the Parties will execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist will receive, if any.
- d. All reproductions by the City will contain a credit to the Artist in substantially the following form: "Mural by: [Calina Mishay] [2022]."
- e. The Artist will use the Artist's best efforts in any public showing or résumé use of reproductions to give acknowledgment to the City in substantially the following form: "An original Work commissioned by and in the public art collection of the City of Angleton, Texas."
- f. The City is not responsible for any third-party infringement of Artist's intellectual property rights and is not responsible for protecting the intellectual property rights of Artist.

17. Assignment and Transfer.

- a. Except as otherwise provided in this Contract, no Party has the right to assign this Contract without the prior written consent of the other Parties.
- b. The Work and services required of the Artist are sole and personal and will not be assigned, sublet, or transferred. Any attempt by Artist to assign any rights, duties, or obligations arising under this Contract will be void and of no effect unless prior written consent is given by the City.
- c. The City will have the right to assign or transfer the Contract, and any and all of the City’s rights and obligations under the Contract, without Artist’s consent, if the ownership of the property on which the Work is located is transferred.

18. Entire Contract. This Contract represents the entire Contract between the City and the Artist. This Contract may be amended only by written agreement signed by both Parties.

19. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

20. Waivers. A waiver of any breach of any of the provisions of this Contract will not be construed as a continuing waiver of other breaches of the same or other provisions.

21. Notices. All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Contract, all notices will be delivered to the following addresses:

To Artist: **Calina Johnson**
 401 Pine Street
 Apartment 9f
 Abilene, Texas 78601
 Email: streetartbycal@gmail.com

To the City: **City of Angleton**
Attn: Chris Whittaker, City Manager
 121 S. Velasco Street
 Angleton, Texas 77515
 Email: cwhittaker@angleton.tx.us

If any Party changes its mailing or email address it will notify the other Parties in writing of the change, as provided for in this section.

22. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Brazoria County, Texas.

23. Compliance with Laws. The Artist must comply with any federal, state, and local laws, rules, and regulations applicable to the Work and the Artist’s services under this Contract.

24. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A: Artist’s Design Proposal

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as follows:

**CALINA JOHNSON (A/K/A
CALINA MISHAY OF CALINA
MISHAY ART, LLC)**

CITY OF ANGLETON, TEXAS

By: _____
Calina Johnson, Artist

By: _____
Jason Perez, Mayor

Date: _____

Date: _____

ATTEST:

By: _____
Michelle Perez, City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/13/2022

PREPARED BY: Martha Eighme

AGENDA CONTENT: Discussion and possible action to approve the artist agreement with Sam Welty for a mural at Freedom Park backstop

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$12,000

FUNDS REQUESTED: \$12,000

FUND: 04-575-215

EXECUTIVE SUMMARY:

In the continuation of the public art initiative funded in the budget, we have been in discussions with artist Sam Welty for the next installation to be placed at Freedom Park on the large backstop. The artist will be able to start work in December. Parks Director and league representatives are informed and excited about the location and art.

RECOMMENDATION:

Staff recommends approval of the artist agreement with Sam Welty for the Freedom Park backstop.

**AGREEMENT FOR
MURAL DESIGN, INSTALLATION, AND APPLICATION
IN THE CITY OF ANGLETON, TEXAS**

This Agreement for Mural Design, Installation, and Application in the City of Angleton, Texas (the “**Contract**”) is made between the **City of Angleton, Texas**, a Texas municipal corporation (the “**City**”), and Sam Welty, (the “**Artist**”), providing for the **design, installation, and application of one (1) wall-sized murals to be used on display, in the public, within the City**. The foregoing parties are herein collectively referred to as the “**Parties**” and individually referred to as a “**Party**.”

The purpose of this Contract is to set forth the terms and conditions for the design, installation, and application to be used on display, in the public, and in particular for one (1) wall-sized murals in the City. For good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereby agree to as follows:

1. Definitions. In this Contract:

Work means, both independently and together, as the context requires, the art and design for two (2) wall-sized murals, the design to be created by the Artist and, after approval by the City, the installation and application of such murals by the Artist, as described in the proposal provided by the Artist, which has been attached and incorporated as *Exhibit A* (hereinafter, the “**Proposal**”), within the City.

Mural means a painting or other work of art, executed directly on a wall displaying the Work, that has been designed, installed, and applied by the Artist with the permission or and through partnership with the City.

2. Effective Date. This Contract will be effective as of the latest of the dates signed by the Parties (“**Effective Date**”).

3. Artist’s Obligations.

- a. The Artist will create and provide to the City the Work described in this Contract, in conformity with the Proposal and the terms of this Contract.
- b. Artist will provide the Work to the City in a digital format.
- c. Artist grants an irrevocable license for the use of the Work to the City, and to make reproductions of the Work for any municipal or public purpose, including but not limited to any publicity the City deems appropriate or beneficial (“**License**”). This License shall allow the City to establish the Work as a tourism feature of the City of Angleton, Texas, and shall be granted and belong to the City for the life of the Work. The License shall also extend to any reproductions of the Work made by the City or on behalf of the City, during and after the life of the Work, in furtherance of the public

purposes of and benefits to the City.

4. City's Obligations.

- a. So that the Artist may complete the application and installation of the Work, the City shall provide, at the City's sole cost and expense, a drivable scissor or boom lift (the "Drivable Lift") for the operation and use of the Artist during those days on which the Artist is completing the Work. The Parties agree and acknowledge that the provision of this Drivable Lift is essential to the completion of the Work and that the performance of the Work will be affected if the Artist does not have access to the Drivable Lift on those days which the Artist is performing the Work.
- b. The City will provide credit to the Artist substantially in the following form: "Mural by: [Sam Welty] [2022]." This credit may be included on the City website next to a digital copy of the Mural. Any reproductions of the Work made by the City will credit the Artist and contain a copyright notice.

5. Compensation.

- a. The City will pay the Artist **Twelve-Thousand Dollars (\$12,000.00), with the total amount contemplated under this Contract not to exceed Twelve Thousand Dollars (\$12,000.00) for one (1) Mural**, in accordance with the following payment schedule:
 - (i) Upon the Effective Date of this Contract, the City shall pay the Artist Six Thousand, Dollars (\$6,000.00) to serve as a deposit for the Work to be performed by the Artist, to reserve the time necessary for the completion of the Work, and to start the Mural design process.
 - (ii) Upon completion of the Work, which shall be evidenced by the written acceptance of the Work by the City, the City shall pay the Artist the remaining Six Thousand Dollars (\$6,000.00).
- b. In addition to the amount specified in Subsection 5(a), above, **the City shall provide to the Artist** lodging while the Artist remains in residence on location to perform and complete the application and installation of the Murals, as a part of the Work contemplated in this Contract **not to exceed twenty (20) days**.
- c. These amounts, as specified in Subsections 5(a) and 5(b) above, is the only compensation to be paid by the City, and the payment is intended to cover all of Artist's costs associated with the Work including, but not limited to, Artist's design fee, project documentation, and any other costs associated with the creation of the Work, including the irrevocable license granted to the City.

6. Final Design.

- a. The Artist submitted her Proposal pursuant to a request seeking to commission wall-sized mural design, installation, and application to be used on display, in the public, within the City. The Proposal included a proposed concept or concepts for the Mural(s) instrumental in the City selecting the Artist for this project.
- b. Upon execution of this Contract, the Artist will undertake the preparation of the final concept for the Work (the “Final Design”).
- c. Artist will provide the Final Design to the City for review within fifteen (15) business days of the Effective Date of this Contract.
- d. Within three (3) business days after receipt of the Final Design from the Artist, the City will notify the Artist, in writing, if the City requires any revision to the Final Design in order to comply with the Proposal or any other reasons. If agreed upon by all Parties, such revisions will become a part of the Final Design.
- e. Upon his or her receipt of the Final Design, the owner of the property on which a Mural will be located shall have five (5) business days to review and provide final approval and acceptance of the Final Design. The owner of the property on which a Mural will be located shall use his or her best efforts to partner with the City and the Artist to provide final approval and acceptance of the Final Design. If agreed upon by the City, the Artist, and the owner of the property on which a Mural will be located, any revisions suggested or proffered by the owner of the property on which the Mural will be located will become a part of the Final Design.
- f. Within ten (10) business days after final approval and acceptance of the Final Design by the owner of the property on which the Mural will be located, the City will notify the Artist, in writing of the City’s approval and acceptance of the Final Design.
- g. Upon the City’s approval and acceptance of the Final Design, the Final Design, and license for its use, will immediately be conveyed to the City, and is subject to any Copyright rights retained by Artist.

7. Installation and Application. After approval of the Final Design, the Artist shall install and apply the Murals displaying the Work in substantial conformity with the Final Design and in accordance with the installation and application schedule as that schedule appears in the Final Design.

8. Warranties of Title. The Artist represents and warrants that:

- a. The Work is solely the result of the artistic effort of the Artist and the Artist is the sole author, as that term is used in the Copyright Laws of the United States, of the Work. The Artist further represents that it will be the sole author, as that term is used in the

Copyright Laws of the United States, of all artistic works created pursuant to this Contract, including any intermediate works created during the creation of the Work;

- b. Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright or the rights of any person;
- c. The Work (or duplicate thereof) has not been accepted for use, license, or sale elsewhere;
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Work or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- e. Upon payment to the Artist by, and delivery of the Work to, the City, that the title transferred to the Work is free and clear of any claims or encumbrances from any source whatsoever;
- f. All Work created or performed by the Artist under this Contract, including any intermediate works created during the creation of the Work, will be wholly with the Artist and will not infringe upon or violate the rights of any third party;
- g. The Artist has not and will not grant any licenses to the Work, including but not limited to the Work and any intermediate works created during the creation of the Work, other than the exclusive license granted herein to the City, its successors, and assigns; and
- h. The Artist has the full power to enter into and perform this Contract and to make the grant of rights contained in this Contract, and the Artist created the Work in accordance with all applicable laws, regulations, ordinances, and with all necessary care, skill, and diligence.

9. Mural Duration; Repair, Removal, Replacement. A Mural is expected, but not guaranteed, to have a lifespan of 10-15 years. A Mural may be removed by the City, depending on its condition, at the City's sole discretion. The City will have the right to remove, repair, or replace any Mural, as needed, at the City's sole discretion. The Artist acknowledges and the Parties agree that the City's ability to remove, repair, or replace any Mural, as needed, at the City's sole discretion does not violate the Artist's rights under the Visual Artists Rights Act, 17 U.S.C. § 106A, in which either the Artist's attribution right or the integrity right may be implicated.

10. Mural Maintenance. The City will be responsible for maintenance and conservation of any Mural, for so long as the Mural remains on display. The City will have the right, in its sole discretion, and without the Artist's input or approval, to determine the appropriate method of maintenance.

11. Term of Contract; Survival of Obligations. This Contract is effective as of the Effective Date and, unless terminated earlier pursuant to such provisions in the Contract, will extend until

the written acceptance of the Work and final payment to the Artist by the City, but in no event will it extend beyond a period of one (1) year. All provisions of this Contract that impose continuing obligations of the Parties, including but not limited to the Artist granting an irrevocable license to the City, warrant, indemnification, and limitation of liability shall survive the expiration or termination of this Contract.

12. Termination.

- a. The City may terminate this Contract at any time, for any reason, by giving written notice to the Artist not less than three (3) business days prior to the termination date.
- b. Termination of this Contract will not terminate the license or any other rights granted to City.

13. Liability and Indemnity. ARTIST HEREBY RELEASES THE CITY AND THE CITY’S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE “CITY-RELATED PARTIES”) FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, AND COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS’ FEES, EXPERTS’ FEES OR OTHER COSTS) INCURRED IN CONNECTION WITH ANY MATTER RELATING TO THE TERMS OF THIS CONTRACT, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:

- a. **ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT CAUSED BY ARTIST.**

14. Copyright Ownership. Subject to the terms of this Contract, including any covenants herein prohibiting the creation of additional works, the license granted to the City, its successors and assigns, and the tangible ownership rights of the City in the Work, the Artist shall have and retain all rights to the Work afforded to Artist by the Copyright Laws of the United States. The Artist agrees to do and perform all acts necessary to effect and protect the copyright and renewals thereof. However, if necessary, the City, its successors, and assigns may take reasonable steps to conserve or maintain the Work in its original form upon prior consultation with the Artist.

15. Covenant; License; Reproduction Rights.

- a. In view of the intention that the final Work will be unique, Artist on behalf of itself and

its successors, assigns, and affiliates, covenants, warrants, and agrees that it will not knowingly aid, abet, participate in, assist, authorize, condone, or permit the making, copying, displaying, or selling of any exact duplicate, or two- or three-dimensional reproductions of the final Work, nor will the Artist grant permission to others to do so except with the written permission of the City. This covenant will survive termination or expiration of this Contract. However, nothing herein will prevent the Artist from creating future works in the Artist's manner and style of artistic expression, including works that include design elements similar to the Work, so long as such works do not replicate the composition of the Work in so much as not to reasonably cause confusion with the final Work.

- b. The Artist grants to the City, its successors and assigns, an irrevocable, fully transferable, fully sub-licensable, exclusive license to make unlimited two- and three-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, photographs and digital reproductions of the Work for inclusion in the City of Angleton's catalogues, books, brochures, website, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic or online media. The City may include information about the Work and Artist on other plaques or materials and in other information as determined by the City.
- c. If the City wishes to make reproductions of the Work for commercial purposes, including, but not limited to, t-shirts, post cards, and posters, the Parties will execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist will receive, if any.
- d. All reproductions by the City will contain a credit to the Artist in substantially the following form: "Mural by: [Sam Welty] [2022]."
- e. The Artist will use the Artist's best efforts in any public showing or résumé use of reproductions to give acknowledgment to the City in substantially the following form: "An original Work commissioned by and in the public art collection of the City of Angleton, Texas."
- f. The City is not responsible for any third-party infringement of Artist's intellectual property rights and is not responsible for protecting the intellectual property rights of Artist.

17. Assignment and Transfer.

- a. Except as otherwise provided in this Contract, no Party has the right to assign this Contract without the prior written consent of the other Parties.

- b. The Work and services required of the Artist are sole and personal and will not be assigned, sublet, or transferred. Any attempt by Artist to assign any rights, duties, or obligations arising under this Contract will be void and of no effect unless prior written consent is given by the City.
- c. The City will have the right to assign or transfer the Contract, and any and all of the City’s rights and obligations under the Contract, without Artist’s consent, if the ownership of the property on which the Work is located is transferred.

18. Entire Contract. This Contract represents the entire Contract between the City and the Artist. This Contract may be amended only by written agreement signed by both Parties.

19. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

20. Waivers. A waiver of any breach of any of the provisions of this Contract will not be construed as a continuing waiver of other breaches of the same or other provisions.

21. Notices. All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Contract, all notices will be delivered to the following addresses:

To Artist: **Sam Welty**
 Email: sweltyart@gmail.com

To the City: **City of Angleton**
Attn: Chris Whittaker, City Manager
 121 S. Velasco Street
 Angleton, Texas 77515
 Email: cwhittaker@angleton.tx.us

If any Party changes its mailing or email address it will notify the other Parties in writing of the change, as provided for in this section.

22. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Brazoria County, Texas.

23. Compliance with Laws. The Artist must comply with any federal, state, and local laws, rules, and regulations applicable to the Work and the Artist’s services under this Contract.

24. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A: Artist’s Design Proposal

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as follows:

SAM WELTY

CITY OF ANGLETON, TEXAS

By: _____
Sam Welty, Artist

By: _____
Jason Perez, Mayor

Date: _____

Date: _____

ATTEST:

By: _____
Michelle Perez, City Secretary



© SNOWWELTY
ARTIST

SELFIE SPOTS

OPTION 1



OPTION 2



WE CAN USE EITHER OR BOTH,
ONE AT EACH END
WE CAN USE ANY WORDING YOU WISH,
EASILY ADJUSTABLE



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/13/2022

PREPARED BY: Martha Eighme

AGENDA CONTENT: Discussion and possible action to approve the contract with Constructions Master for the Oyster Creek Wastewater Treatment Plant Lab and Office Renovation.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$427,320.0

FUNDS REQUESTED: \$427,320.0

FUND: CARES and ARPA II Funds

EXECUTIVE SUMMARY:

Council approved the allocation of CARES funding for the Oyster Creek Wastewater Treatment Plant Lab for \$124,000 on April 27, 2021. After purchasing needed lab equipment, the CARES fund has a balance of \$72 683.04. We initially went through the purchasing program Choice Partners Inc. and received a proposal from Construction Masters of Houston for \$366,430.35 on March 7, 2022. As this was more than was available through CARES funds, the staff proposes using ARPA II funds to execute the WWTP Lab Redesign project. In July, we went out for an RFP to meet the mandated criteria for use of Federal Funds. One company attended the pre-proposal site visit and submitted a proposal – again, Construction Masters of Houston, Inc. With increases in the materials pricing, the new proposal is for \$427 320. City Council approved the award to Construction Masters in September and staff has finalized the contract with legal to present for approval and then begin the renovations.

RECOMMENDATION:

Staff recommends approval of the contract with Constructions Masters of Houston, Inc. and authorization for the City Manager to sign.

AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Thirteenthth day of December in the year Two Thousand Twenty-two.

BETWEEN the Owner:

City of Angleton
121 S. Velasco
Angleton, TX 77515
«Telephone Number: 979-849-4364
Chris Whittaker, City Manager, City of Angleton, Texas
«Martha Eighme, Project Manager», City of Angleton, Texas

and the Contractor:

Construction Masters of Houston, Inc.
3908 Third St.
Pearland, TX 77581
824 Louisiana, League City, Texas 77573
Telephone Number: 281-997-2640
Fax Number: 281-485-4702

for the following Project:

Oyster Creek Wastewater Treatment Plant Lab Redesign
474 CR 609
Angleton, Texas 77515

The project includes selective demolition of the existing interior, and selected areas of exterior egress as directed by owner and as set out in the contract documents. The project purpose is to provide an improved and efficient layout with updated equipment to serve the staff of the Wastewater Treatment Plant Lab and ensure water quality. The constructed improvements will include an office, a control room, a break room for the employees, a larger unisex restroom, and lab space. The existing equipment room will be enclosed. All renovations on the interior will take place on the second floor.

The Architect:

MRB Group
303 W. Calhoun Ave.
Temple, TX 76501»
Telephone Number: 254-771-2054

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, “Contract Documents for the Oyster Creek Wastewater Treatment Plant” prepared by MRB Group, P.C., the City’s Request for Proposal, the Contractor’s Response to the City’s Request for Proposal, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

All work must be in strict compliance with all codes, regulations, and ordinances of the City, including all required licenses and permits.

Contractor shall bear the responsibility of verifying existing utility locations and ensuring that utilities in areas of demolition and construction are not damaged. Any damaged utilities shall be repaired at the Contractor’s own expense and shall not impact the contract schedule. The work includes selective demolition of the existing interior, and selected areas of exterior egress as directed by owner and as set out in the contract documents. The project purpose is to provide an improved and efficient layout with updated equipment to serve the staff of the Wastewater Treatment Plant Lab and ensure water quality. The constructed improvements will include an office, a control room, a break room for the employees, a larger unisex restroom, and lab space. The existing equipment room will be enclosed. All renovations on the interior will take place on the second floor.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

December 13, 2022

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Not later than two hundred(200) calendar days from the date of commencement of the Work, but in no event later than July 1, 2023.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

NOT APPLICABLE all work to be complete on Substantial Completion Date.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3.1, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Twenty-seven Thousand Three Hundred Twenty Dollars and Zero Cents» (\$ 427,320.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum: NOT APPLICABLE

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. Any modification to this agreement must be in writing and approved and executed by Owner.

§ 4.3 Allowances, if any, included in the Contract Sum: NOT APPLICABLE

§ 4.4 Unit prices, if any: NOT APPLICABLE

§ 4.5 Liquidated damages, if any:

Liquidated damages for delay will be assessed at \$500.00 per day for every day past the date of substantial completion that the work is not completed.

§ 4.6 Other: NOT APPLICABLE

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor, and subsequent to Owner inspection and Owner approval, not later than the 25th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to

substantiate its accuracy, as the Project Manager may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows: Not applicable no progress payments all payments to be made as set forth in § 5.1.3

§ 5.1.6.1 The amount of each payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work, as inspected, approved and accepted by Owner;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Project Manager determines, in the Project Manager's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Project Manager has previously withheld a Certificate for Payment;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Project Manager may withhold payment, or nullify a Certificate of Payment in whole or in part; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: **10%**

§ 5.1.7.1.1 The following items are not subject to retainage: NOT APPLICABLE

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: NOT APPLICABLE

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. Not Applicable, however, *release of retainage is subject to submission of closeout documents and completion of substantial completion punch list of any pending work. In addition to the city acceptance and approval the Owners Development Services Department will be responsible for inspecting any completed work related to any construction inspections.*

§ 5.1.8 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. Contractor has fully performed the Contract requirements as set forth in the Contract documents and as required by Owner, and Contractor shall satisfy other requirements, if any, which extend beyond final payment; and
2. Final Certificate for Payment has been issued by the Project Manager.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Project Manager's final Certificate for Payment if all terms of the contract documents have been satisfied.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 6 DISPUTE RESOLUTION**§ 6.1 Initial Decision Maker**

The City Manager or his designee will serve as the Initial Decision Maker, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

The parties agree to attend mediation should any dispute arise regarding the terms of this Contract. For any Claim subject to, but not resolved by, mediation, the method of binding dispute resolution shall be Arbitration

ARTICLE 7 TERMINATION

§ 7.1 The Contract may be terminated by the Owner or the Contractor at any time without cause by providing the other party at least thirty (30) calendar days written notice. Any such termination shall result in nonpayment for any portion of the required contractual obligations not fulfilled by Contractor.

§ 7.1.1 Termination With Cause

Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect or breach cited in said notice. Nevertheless, the City reserves the right to provide written notice to the Contractor that this Agreement shall continue if the Contractor has in good faith commenced efforts to cure said defect or breach and the Contractor agrees, in writing, to continue to act without undue delay to cure said defect or breach.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Chris Whittaker, City Manager
City of Angleton
121 S. Velasco
Angleton, TX 77515
979-849-4364 x2111
meighme@angleton.tx.us»

§ 8.3 The Contractor's representative:

Justin Davis
Construction Masters of Houston, Inc.
P. O. Box 1587
Pearland, TX 77588
281-997-2640
justin@cmhou.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. The Contractor shall obtain and provide insurance as set forth in the requirements in the RFQ.

§ 8.5.2 The Contractor shall provide a performance bond in the full amount of the contract and a payment bond as set forth in the Contract Documents and required by Texas Government Code chapter 2253.

§ 8.6 Notice in electronic format may be given to the party’s representative above, with a read receipt required.

§ 8.7 Other provisions:

Bid Clarifications to be approved and accepted by Owner: LVT flooring shall be installed where epoxy flooring is shown, LVT flooring shall be installed over existing VCT flooring at Lab 201. Existing VCT shall be removed at all other locations. Any abatement of hazardous materials is excluded from this estimate. Relocation of existing furnishings is excluded from the proposal. Drinking fountains shown on the drawings are not included in this proposal. The existing water cooler will be reused. Appliances are to be furnished by owner per drawings. A urinal will be added to the restroom. All countertops are to be solid surface.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 Contract Documents for the Oyster Creek Wastewater Treatment Plant prepared by MRB Group, P.C.
- .3 City’s Request for Proposal
- .4 Contractor’s Response to City’s Request for Proposal.
- .5 Drawings (see #2, above)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits: NOT APPLICABLE

.9 Other documents, if any, listed below: NOT APPLICABLE »

Verification No Boycott Israel. The Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, termination of business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Foreign Terrorist Organizations. The Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

Immigration. Consultant represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Chris Whittaker, City Manager, City of Angleton, Texas

Printed name and title

CONTRACTOR (Signature)

Justin A. Davis, President, Construction Masters of Houston, Inc.

Printed name and Title



UNITED FIRE & CASUALTY COMPANY
118 Second Avenue SE PO Box 73909 Cedar Rapids, Iowa 52407-3909

Bond #54 -245892

TEXAS STATUTORY PERFORMANCE BOND—Public

KNOW ALL MEN BY THESE PRESENTS, that Construction Masters of Houston, Inc.

(hereinafter called the Principal), as Principal and United Fire & Casualty Co. (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Angleton, Texas

(hereinafter called the Obligee), as Obligee, in the amount of Four Hundred Twenty-Seven Thousand Three Hundred Twenty and No/100

(\$427,320.00) Dollars for the payment where of the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of _____, 20 ____,
to

Angleton Wastewater Treatment Plant Lab Redesign

which contract is hereby referred to and made a part hereof and to the same extent if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 6th day of September, 20 22.

Construction Masters of Houston, Inc. Principal

By: [Signature]
Justin Davis, President

UNITED FIRE & CASUALTY COMPANY

By: [Signature] Surety
Donna Weinel Attorney in Fact

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Avenue
 Cedar Rapids, IA Item 7.

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

G.C. BLYSTONE, JR., MARK SMITH, BETTY BUSH, DONNA WEINEL, JENNIFER MITCHELL, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

27th day of July, 2021

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President



State of Iowa, County of Linn, ss:

On 27th day of July, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 6TH day of SEPTEMBER, 2022.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



UNITED FIRE GROUP

United Fire & Casualty Company Item 7.
United Life Insurance Company
Addison Insurance Company
Lafayette Insurance Company
Insurance Brokers & Managers, Inc.
American Indemnity Companies

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call United Fire Group's toll free telephone number for information or to make a complaint at:

800-343-9130

You may also write to United Fire Group at:

United Fire Group
Attn: Bond Department
P.O. Box 73909
Cedar Rapids, IA 52407-3909

-or street address-

United Fire Group
Attn: Bond Department
118 Second Avenue SE
Cedar Rapids, IA 52401

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253.48, Governmental Code, and Section 53-202, Property Code, effective September 1, 2001.



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 13, 2022

PREPARED BY: Chris Whittaker

AGENDA CONTENT: GIS Services for the City of Angleton to Map Drainage Ditches and Sidewalk

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: **FUNDS REQUESTED:**
\$10,600

FUND:

EXECUTIVE SUMMARY:

City of Angleton staff has reached out to HDR to map out the existing drainage ditches, sidewalks, and crosswalks in the city. For the quoted price (\$10,600) HDR will add GIS layers to the City's ArcGIS Online mapping the following:

- Drainage ditches with width (but not depth nor culvert information) and will spend time working with the City staff to denote maintenance responsibility for said drainage ditches.
- Sidewalks and crosswalks showing linework.



December 6, 2022

Chris Whittaker
City Manager
City of Angleton
121 S. Velasco Street
Angleton, Texas 77515

Re: Proposal for GIS Services for the City of Angleton to Map Drainage Ditches and Sidewalk City of Angleton, Texas

Dear Mr. Whittaker:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for mapping the ditches, sidewalks, and crosswalks into the City’s GIS. The proposal is based on our conversations held with the John Peterson and yourself. For your convenience, this proposal consists of Project Understanding, Scope of Services, Fee Summary, Schedule and Terms and Conditions Sections.

PROJECT UNDERSTANDING:

The City of Angleton would like to map out their existing drainage ditches, sidewalks, and crosswalks to assist in the management of these assets.

SCOPE OF SERVICES:

To provide the requested mapping, HDR will perform the following Scope of Services for this project:

A. Coordinate with the sub-contractor (\$600)

As the City covers a fairly large area, the most efficient way to map the requested features is to use aerial imagery and machine learning/AI. This service will be provided by sub-contractor, Ecopia. HDR will take care of all coordination with the sub-contractor.

B. Map ditches from aerial imagery, review the data, and upload it to the City’s online GIS (\$6,500)

To get the mapping data of the ditches into the City’s GIS, Ecopia will produce GIS files showing the extent of the ditches. HDR will review the data, add maintenance responsibility attributes, and upload it to the City’s GIS.

C. Map sidewalks and crosswalks from aerial imagery, review the data, and upload it to the City's online GIS (\$3,500)

To get the mapping data of the sidewalks and crosswalks into the City's GIS, Ecopia will produce GIS files showing the location of the existing sidewalks and crosswalks. HDR will then review the data and upload it to the City's GIS.

Reimbursable Expenses

A budgetary amount will be allocated for typical reimbursable expenses such as reproduction, courier services, mileage, etc. The cost for plans and specifications for review sets and construction documents to be provided to the City and other review agencies will be included in this task at cost Plus 10%. Mileage will be charged at prevailing IRS rates.

Additional Services

No additional services are authorized under this contract. Any requested additional GIS will be done under the existing on-going services contract or another contract. Additional Services may include, but not be limited to, the following:

- 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 and are not included in this fee proposal.

FEE SUMMARY

The Fee Schedule for this project is outlined below:

HDR Fees	
<u>Development and Deployment Services (Lump Sum)</u>	<u>\$10,600.00</u>
Total Fee:	\$10,600.00

SCHEDULE

It is estimated that the schedule to accomplish Tasks A, B, and C is three (3) months from the date of authorization to proceed.

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.

HDR will submit monthly invoices for all work completed to invoice date. The invoices for lump sum work will be based on a percentage of completion of each phase applied to the lump sum fee. Reimbursable expenses will be charged at cost plus 10%. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced based on direct labor costs times a factor of 3.18 and direct cost plus 10%. Mileage will be charged at prevailing IRS rates.

HDR appreciates the opportunity to submit this proposal and we look forward to continuing our work with the City. 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

Approved: Authorized signature on behalf of the City of Angleton:

Signature: _____

Printed Name: _____

Title: _____

Date: _____





CTY COUNCIL AGENDA ITEM SUMMARY/REPORT

MEETING DATE:	December 13, 2022
PREPARED BY:	Otis T. Spriggs, AICP, Director of Development Services
AGENDA CONTENT:	Conduct a public hearing, discussion and receive public comments on a Zoning Text Amendment request to amend the Code of Ordinances, Section 28-81(b)- Use Regulations (Charts), and Section 28-112, Definitions (adding Microblading Studio), and adding “Microblading Studio” as a S.U.P., Specific Use Permit allowance within the Central Business District (CBD), Light Industrial (LI), C-MU, Commercial- Mixed Use(C-MU), Commercial- General (C-G), and Commercial- Office/Retail (C-OR) Zoning Districts.
AGENDA ITEM SECTION:	Public Hearing and Action Item

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: This is a request to discuss and take possible action on a Text Amendment request by the City Manager to amend the Code of Ordinances, Section 28-81(b)- Use Regulations (Charts), and Section 28-112, Definitions (adding Microblading Studio), Adding “Microblading Studio” as a S.U.P., Specific Use Permit allowance within the Central Business District (CBD), Light Industrial (LI), C-MU, Commercial- Mixed Use(C-MU), Commercial- General (C-G), and Commercial- Office/Retail (C-OR) Zoning Districts.

STAFF ANALYSIS:

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

Microblading is a beauty technique to deposit pigment into the superficial layers of skin. The process uses a super-fine pen which contains a bundle of needles to apply the pigment. The process has a typical lifespan between one to three years after initial touch-ups are completed.

Microblading is regulated by the Texas Department State Health Services under tattooists which is why this process is categorized under "studio – tattoo or body piercing".

In the cosmetic industry, microblading has been referred to as permanent cosmetics utilizing muted pigmentations, which are unlike traditional tattoo inks known for vibrant colors, and deposits pigments under the skin's dermis, often using a digital rotary device. Any time pigmentation is placed into the skin with any device, the medical community, including TEFA, defines it as a "form of tattooing", however, it is different than traditional body art tattooing due to its intent and desired purpose. Permanent cosmetics helps those who desire to blend in with societal norms. In contrast, traditional body art tattooing seeks to stand out and express one's speech.

Intradermal cosmetic studios (sometimes referred to as permanent makeup studios) are becoming more and more common in Texas. The permanent makeup is generally applied to the eyebrows, eyelids, and lips. Some studios use traditional tattoo equipment, while others use devices that work on the same principle but are smaller and look like pens. Generally, the components of the pen-type machine come pre-sterilized from the manufacturer and are disposable (one-time use) items.

Tattoos are applied using a small electric device that operates similar to a sewing machine. One to fourteen needles are grouped together and attached to the end of a rod called a needle bar. The other end of the needle bar is attached to the tattoo machine. The needle bar moves up and down through a tube or barrel, which serves two purposes – to keep the needle bar from moving side to side and as a handle for the tattooist to grip. The needles stick out only a few millimeters from the end of the tube, so they don't go deep into the skin.

After preparing the skin with a germicidal soap, the artist dips the needles into a small amount of pigment or ink. As the machine is guided over the skin, the needle bar moves up and down allowing the needles to puncture the skin, depositing the ink. A tattoo machine can puncture the skin 50-3,000 times per minute. Once the tattoo is completed, the tattooist usually applies an antibiotic cream or ointment and covers the area with a sterile bandage. The artist is required to provide the customer with oral and written instructions on how to care for a newly applied tattoo.

Zoning Code: Current Related Regulations

The current adopted Zoning Code under Sec. 28-112. – Definitions, defines **Studio, tattoo or body piercing** as a building or portion of a building used for selling and/or applying tattoos (by injecting dyes/inks into the skin), and/or for piercing the skin with needles, jewelry or other paraphernalia, primarily for the purpose of ornamentation of the human body.

Staff recommends that the new definition be added separately to provide clarity for applications that are considered "temporary" in nature. Therefore, Section 28-112 should be amended to reflect the following:

1. **Studio, tattoo or body piercing:** A building or portion of a building used for selling and/or applying tattoos (by injecting dyes/inks into the skin), and/or for piercing the skin with needles, jewelry or other paraphernalia, primarily for the purpose of "permanent" ornamentation of the human body.

2. **(Add Definition) Studio, Microblading:** *A building or portion of a building used for applying a beauty technique to deposit pigment into the superficial layers of skin. The process uses a super-fine pen which contains a bundle of needles to apply the pigment. The process has a typical lifespan between one to three years after initial touch-ups are completed.*

Under Microblading the allowable use table, Section 28-81(b) is recommended to be amended to add **“Microblading Studio” as an S.U.P., Specific Use Permit allowance within the Central Business District (CBD), Light Industrial (LI), C-MU, Commercial- Mixed Use(C-MU), Commercial- General (C-G), and Commercial- Office/Retail (C-OR) Zoning Districts (see Attachment 1, Use Table markup).**

P&Z Commission Recommendation:

The Planning and Zoning Commission adopted this as its Final Report on the use determination and forwards the text amendment to City Council with a positive recommendation of approval as recommended by Staff as follows:

1. (Amend Definition) Studio, tattoo or body piercing: A building or portion of a building used for selling and/or applying tattoos (by injecting dyes/inks into the skin), and/or for piercing the skin with needles, jewelry or other paraphernalia, primarily for the purpose of “permanent” ornamentation of the human body.
2. (Add Definition) Studio, Microblading: A building or portion of a building used for applying a beauty technique to deposit pigment into the superficial layers of skin. The process uses a super-fine pen which contains a bundle of needles to apply the pigment. The process has a typical lifespan between one to three years after initial touch-ups are completed.
3. Chapter 28, Zoning, Sec. 28-81(b), Use Charts, is amended to add “Microblading Studio” as a S.U.P., Specific Use Permit allowance within the Central Business District (CBD), Light Industrial (LI), C-MU, Commercial- Mixed Use(C-MU), Commercial- General (C-G), and Commercial- Office/Retail (C-OR) Zoning Districts.

ATTACHMENT 1: USE TABLE MARKUP

Legend:

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

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

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

Types of Land Uses	Residential Zoning Districts													Nonresidential Zoning Districts						
	AG	SFE-20	SF-10	SF-7.2	SF-6.3	SF-5	SF-PH	2F	SFA	MFR-14	MFR-29	MFR-36	MH	C-N	C-MU	C-G	C-OR	CBD	LI	
Restaurant														P	P	P	P	P		P
Restaurant (Drive-In)															P	P	P			P
Retail Store (General)														S	P	P	P	P		P
Security Systems Installation Company																P	P	P		P
Studio Tattoo or Body Piercing																S				S
Microblading Studio (ADD ENTIRE ROW)															S	S	S	S		S
Temporary Outside Retail Sales/Commercial Promotion															P	P	P	P		P
Upholstery Shop (Non-Auto)																P				P



DRAFT

**CITY OF ANGLETON
PLANNING AND ZONING COMMISSION
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
THURSDAY, NOVEMBER 03, 2022 AT 12:00 PM**

RECORD OF PROCEEDINGS

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON PLANNING AND ZONING COMMISSION IN THE ORDER THEY OCCURRED DURING THE MEETING. THE PLANNING AND ZONING COMMISSION OF ANGLETON, TEXAS CONVENED IN A REGULAR MEETING ON THURSDAY, NOVEMBER 03, 2022, AT 12:00 PM, IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

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

PRESENT

Chair William Garwood
Commission Member Henry Munson
Commission Member Bonnie McDaniel
Commission Member Ellen Eby
Commission Member Deborah Spoor
Commission Member Michelle Townsend

ABSENT

Commission Member Regina Bieri

DECLARATION OF A QUARUM AND CALL TO ORDER

1. Approval of the Meeting Minutes for November 03, 2022

Motion was made by Commission Member Ellen Eby to approve the minutes subject to corrections; Motion was seconded by Commission Member Michelle Townsend.

Commission Action: Motion Carried unanimously, 6-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS

- 2. Conduct a public hearing, discussion and possible action on a Zoning Text Amendment request to amend the Code of Ordinances, Section 28-81(b)- Use Regulations (Charts), and Section 28-112, Definitions (adding Microblading Studio), and adding “Microblading Studio” as a S.U.P., Specific Use Permit allowance within the Central Business District**

(CBD), Light Industrial (LI), C-MU, Commercial- Mixed Use(C-MU), Commercial- General (C-G), and Commercial- Office/Retail (C-OR) Zoning Districts.

Mr. Spriggs gave staff summary comments and introduced the text amendment agenda item. He added that Staff will be bringing a series of code text amendments, due to innovative and technological advances. He stated the department received a petition for a microblading studio, which is a service that provides for temporary tattoos for cosmetic purposes.

The current Zoning statues do not allow for tattoo parlors or uses within the Central Business District (Downtown). Staff is requesting Commission consideration for the microblading use to be allowed as an accessory use to a cosmetic studio, as a Specific Use Permit.

This procedure does not use the same method as a tattoo studio but uses a similar application, but on a lighter level with a 2-3 year life span. The use is regulated by the state, and professionals have to obtain a state license similar to tattooing.

Staff is recommending that the Planning & Zoning Commission approve this text amendment to allow microblading as a Specific use in the Commercial districts listed in the use chart.

The public hearing was opened by Chair Garwood without objection.

The public hearing was conducted and closed by Chair Garwood without objection.

Planning and Zoning Commission Deliberation:

Commission Member Bonnie McDaniel commented that once we open this up, what other options do we have that we may not want: Is there any negative side to this?

Mr. Spriggs noted that staff looked at several surrounding cities like Pearland, who have allowed similar regulations as this, but we are aware of no negative ramifications.

Public Input: Jennifer Bell, owner of the Beau Bazaar Salon, clarified that she is just adding the service to her hair salon that has been there since 2016. One of her employees has the license to do the makeup type of services.

Mr. Spriggs added that this is specifically for this address by SUP permit only. Any other address would have to petition or request the same process and approval to operate.

Motion was made by Commission member Ellen Eby to amend the Code Ordinances to amend the language as reflected on the agenda, as recommended by staff and to forward it to Council. Motion was seconded by Commission Member Debra Spoor.

Roll call vote:

Commission Member Henry Munson- Aye; Commission Member Bonnie McDaniel- Aye;
Commission Member Ellen Eby- Aye; Commission Member Deborah Spoor- Aye;
Commission Member Michelle Townsend- Aye; Chair William Garwood- Aye.

Motion Carried unanimously, 6-0 vote.

4. Conduct a public hearing, discussion, and take possible action on an application for a Special Use Permit (SUP) pursuant to Sec. 28-63 of the Code of Ordinances to consider a request submitted by Jennifer Bell, Beau Bazaar Salon, to allow for a Specific Use Permit for a Microblading Studio for property located at 115 E. Mulberry Street, Angleton, TX.

Mr. Spriggs presented the request and staff summary comments noting the location and conditions of approval.

Chair William Garwood asked if staff had an opinion on the typical requirement of time limitations on certain Specific Use Permits. Mr. Spriggs commented that staff did not support a time limitation in this instance, due to a lack of public concern, ease of permitting, and noted that all owners within 200 ft. were notified.

The public hearing was opened by Chair Garwood without objection.

The public hearing was closed by Chair Garwood without objection.

Planning & Zoning Commission Discussion:

Commission Member Michelle Townsend asked for clarification on the address at 115 E. Mulberry of whether there were other businesses at this address (Should this be a suite number?) The applicant clarified the Suite is "C".

Commission Action:

Motion was made by Commission Member Michelle Townsend to approve the S.U.P. permit pursuant to the adoption of the text amendment by City Council, for Beau Bazaar Salon SUP permit for a microblading use, at 115 E. Mulberry St., Suite C. Motion was seconded by Commission Member Henry Munson.

Roll call vote:

Commission Member Henry Munson- Aye; Commission Member Bonnie McDaniel- Aye;
Commission Member Ellen Eby- Aye; Commission Member Deborah Spoor- Aye;
Commission Member Michelle Townsend- Aye; Chair William Garwood- Aye.

Motion Carried unanimously, 6-0 vote.

ADJOURNMENT

Chair Garwood adjourned the meeting at 1 P.M.

These minutes were approved by Angleton Planning and Zoning Commission on this the XX day of XX 2021, upon a motion by Commission Member XX, seconded by Commission Member XX. The motion passed on X-X vote.

CITY OF ANGLETON, TEXAS

William Garwood
Chair

ATTEST:

Michelle Perez, TRMC
City Secretary



PLANNING AND ZONING COMMISSION STAFF REPORT

MEETING DATE: December 13, 2022

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

AGENDA CONTENT: Discussion and possible action on a Zoning Text Amendment request to amend the Code of Ordinances, Section 28-81(b)- Use Regulations (Charts), and Section 28-112, Definitions (Microblading Studio), Adding “Microblading Studio” as a S.U.P., Specific Use Permit allowance within the Central Business District (CBD), Light Industrial (LI), C-MU, Commercial- Mixed Use(C-MU), Commercial- General (C-G), and Commercial- Office/Retail (C-OR) Zoning Districts.

AGENDA ITEM SECTION: Public Hearing and Action Item

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: This is a request to discuss and take possible action on a Text Amendment request by the City Manager to amend the Code of Ordinances, Section 28-81(b)- Use Regulations (Charts), and Section 28-112, Definitions (Microblading Studio), Adding “Microblading Studio” as a S.U.P., Specific Use Permit allowance within the Central Business District (CBD), Light Industrial (LI), C-MU, Commercial- Mixed Use(C-MU), Commercial- General (C-G), and Commercial- Office/Retail (C-OR) Zoning Districts.

STAFF ANALYSIS:

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

Microblading is a beauty technique to deposit pigment into the superficial layers of skin. The process uses a super-fine pen which contains a bundle of needles to apply the pigment. The process has a typical lifespan between one to three years after initial touch-ups are completed.

Microblading is regulated by the Texas Department State Health Services under tattooists which is why this process is categorized under "studio – tattoo or body piercing".

In the cosmetic industry, microblading has been referred to as permanent cosmetics utilizing muted pigmentations, which are unlike traditional tattoo inks known for vibrant colors, and deposits pigments under the skin's dermis, often using a digital rotary device. Any time pigmentation is placed into the skin with any device, the medical community, including TEFA, defines it as a "form of tattooing", however, it is different than traditional body art tattooing due to its intent and desired purpose. **Permanent cosmetics helps those who desire to blend in with societal norms.** In contrast, traditional body art tattooing seeks to stand out and express one's speech.

Intradermal cosmetic studios (sometimes referred to as permanent makeup studios) are becoming more and more common in Texas. The permanent makeup is generally applied to the eyebrows, eyelids and lips. Some studios use traditional tattoo equipment, while others use devices that work on the same principle but are smaller and look like pens. Generally, the components of the pen-type machine come pre-sterilized from the manufacturer and are disposable (one-time use) items.

Tattoos are applied using a small electric device that operates similar to a sewing machine. One to fourteen needles are grouped together and attached to the end of a rod called a needle bar. The other end of the needle bar is attached to the tattoo machine. The needle bar moves up and down through a tube or barrel, which serves two purposes – to keep the needle bar from moving side to side and as a handle for the tattooist to grip. The needles stick out only a few millimeters from the end of the tube, so they don't go deep into the skin.

After preparing the skin with a germicidal soap, the artist dips the needles into a small amount of pigment or ink. As the machine is guided over the skin, the needle bar moves up and down allowing the needles to puncture the skin, depositing the ink. A tattoo machine can puncture the skin 50-3,000 times per minute. Once the tattoo is completed, the tattooist usually applies an antibiotic cream or ointment and covers the area with a sterile bandage. The artist is required to provide the customer with oral and written instructions on how to care for a newly applied tattoo.

Zoning Code: Current Related Regulations

The current adopted Zoning Code under Sec. 28-112. – Definitions, defines **Studio, tattoo or body piercing as** " a building or portion of a building used for selling and/or applying tattoos (by injecting dyes/inks into the skin), and/or for piercing the skin with needles, jewelry or other paraphernalia, primarily for the purpose of ornamentation of the human body.

Staff recommends that this definition be modified to provide clarity for applications that are consider "temporary" in nature. Therefore, Section 28-112 should be amended to reflect the following:

Studio, tattoo or body piercing: A building or portion of a building used for selling and/or applying tattoos (by injecting dyes/inks into the skin), and/or for piercing the skin with needles, jewelry or other paraphernalia, primarily for the purpose of **"permanent" ornamentation** of the human body.

There are no recommended changes within the allowable use table, Section 28-81(b) for the *Tattoo or body piercing studio*.

(Add Definition) Studio, Microblading: *A building or portion of a building used for applying a beauty technique to deposit pigment into the superficial layers of skin. The process uses a super-fine pen which contains a bundle of needles to apply the pigment. The process has a typical lifespan between one to three years after initial touch-ups are completed.*

Under Microblading the allowable use table, Section 28-81(b) is recommended to be amended to add **"Microblading Studio" as a S.U.P., Specific Use Permit allowance within the Central Business District (CBD), Light Industrial (LI), C-MU, Commercial- Mixed Use(C-MU), Commercial- General (C-G), and Commercial- Office/Retail (C-OR) Zoning Districts.**

RECOMMENDED ACTION:

The Planning and Zoning Commission adopts this as its Final Report on the use determination and forwards it to City Council with a positive recommendation of the addition to the Use Regulations Chart for consideration and adoption thereof.

Recommendation. The City Council should adopted this text amendment/ordinance request for the addition to the Use Recommendation Charts for a "microblading" as recommended by the Planning Commission for consideration and appropriate action.

ORDINANCE NO. 20221108-010

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

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

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

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

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

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

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

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

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

OF ANGLETON, TEXAS:

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

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

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

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

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

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

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

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

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

ATTACHMENT 1: USE TABLE MARKU

Legend:

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

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

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

Types of Land Uses	Residential Zoning Districts													Nonresidential Zoning Districts						
	AG	SFE-20	SF-10	SF-7.2	SF-6.3	SF-5	SF-PH	2F	SFA	MFR-14	MFR-29	MFR-36	MH	C-N	C-MU	C-G	C-OR	CBD	LI	
Restaurant														P	P	P	P	P	P	
Restaurant (Drive-In)															P	P	P			P
Retail Store (General)														S	P	P	P	P		P
Security Systems Installation Company																P	P	P		P
Studio Tattoo or Body Piercing																S				S
Microblading Studio (ADD ENTIRE ROW)															S	S	S	S		S
Temporary Outside Retail Sales/Commercial Promotion															P	P	P	P		P
Upholstery Shop (Non-Auto)																P				P



CITY COUNCIL AGENDA SUMMARY/STAFF REPORT

MEETING DATE: December 13, 2022

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

AGENDA CONTENT: Conduct a public hearing, and receive public comment on an application for a **Special Use Permit (SUP)** pursuant to Sec. 28-63 of the Code of Ordinances to consider a request submitted by Jennifer Bell, **Beau Bazaar Salon**, to allow for a Specific Use Permit for a Microblading Studio for property located at 115 E. Mulberry Street, Angleton, TX.

AGENDA ITEM SECTION: Public Hearing and Action Item

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: Jennifer Bell, Beau Bazaar Salon is requesting consideration of a Specific Use Permit for a Microblading Studio for property located at 115 E. Mulberry Street, Angleton, TX., within the Central Business District (CBD).



View of 115 E. Mulberry St., Looking North showing location of Salon in rear



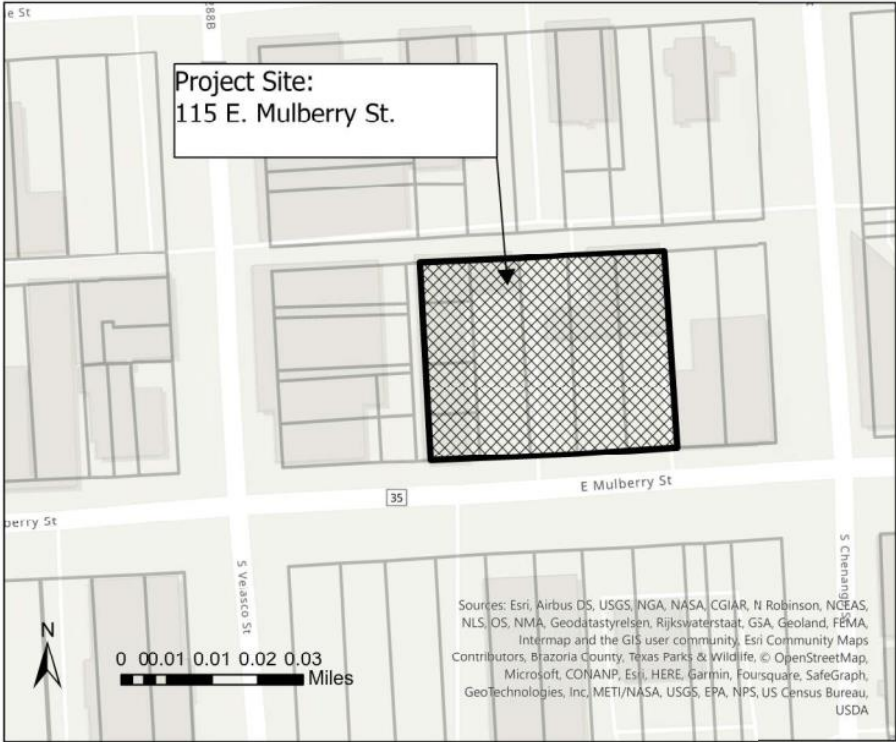
View of 115 E. Mulberry St., Looking North showing location of Salon in rear



View of 115 E. Mulberry St., Looking East, showing location frontage



View of rear alley of 115 E. Mulberry St., Looking South towards Mulberry St.



Vicinity Map

STAFF ANALYSIS:

Microblading is a beauty technique which deposits pigment into the superficial layers of skin. The process uses a super-fine pen which contains a bundle of needles to apply the pigment. The process has a typical lifespan between one to three years after initial touch-ups are completed. Microblading is regulated by the Texas Department State Health Services under tattooists which is why this process is categorized under "studio – tattoo or body piercing".

In the cosmetic industry, microblading has been referred to as permanent cosmetics utilizing muted pigmentations, which are unlike traditional tattoo inks known for vibrant colors, and deposits pigments under the skin's dermis, often using a digital rotary device. Any time pigmentation is placed into the skin with any device, the medical community, including TEFA, defines it as a "form of tattooing", however, it is different than traditional body art tattooing due to its intent and desired purpose. Permanent cosmetics helps those who desire to blend in with societal norms. In contrast, traditional body art tattooing seeks to stand out and express one's speech.

Intradermal cosmetic studios (sometimes referred to as permanent makeup studios) are becoming more and more common in Texas. The permanent makeup is generally applied to the eyebrows, eyelids and lips. Some studios use traditional tattoo equipment, while others use devices that work on the same principle but are smaller and look like pens. Generally, the components of the pen-type machine come pre-sterilized from the manufacturer and are disposable (one-time use) items.

Zoning Code: Current Related Regulations

The current adopted Zoning Code under Sec. 28-112. – Definitions, defines **Studio, tattoo or body piercing as** " a building or portion of a building used for selling and/or applying tattoos (by injecting dyes/inks into the skin), and/or for piercing the skin with needles, jewelry or other paraphernalia, primarily for the purpose of ornamentation of the human body.

Staff has recommended that the microblading definition be added separately in the previous case, to provide clarity for applications that are consider "temporary" in nature. Therefore, Section 28-112 is being amended to reflect the new use.

Impact on Existing and Future Development:

This development will have minimal to no negative impact to the surrounding properties.

Public Notification

Staff sent public notices to the local newspaper, and a vicinity map to the property owners within 200 feet of the subject property under consideration for the SUP application.

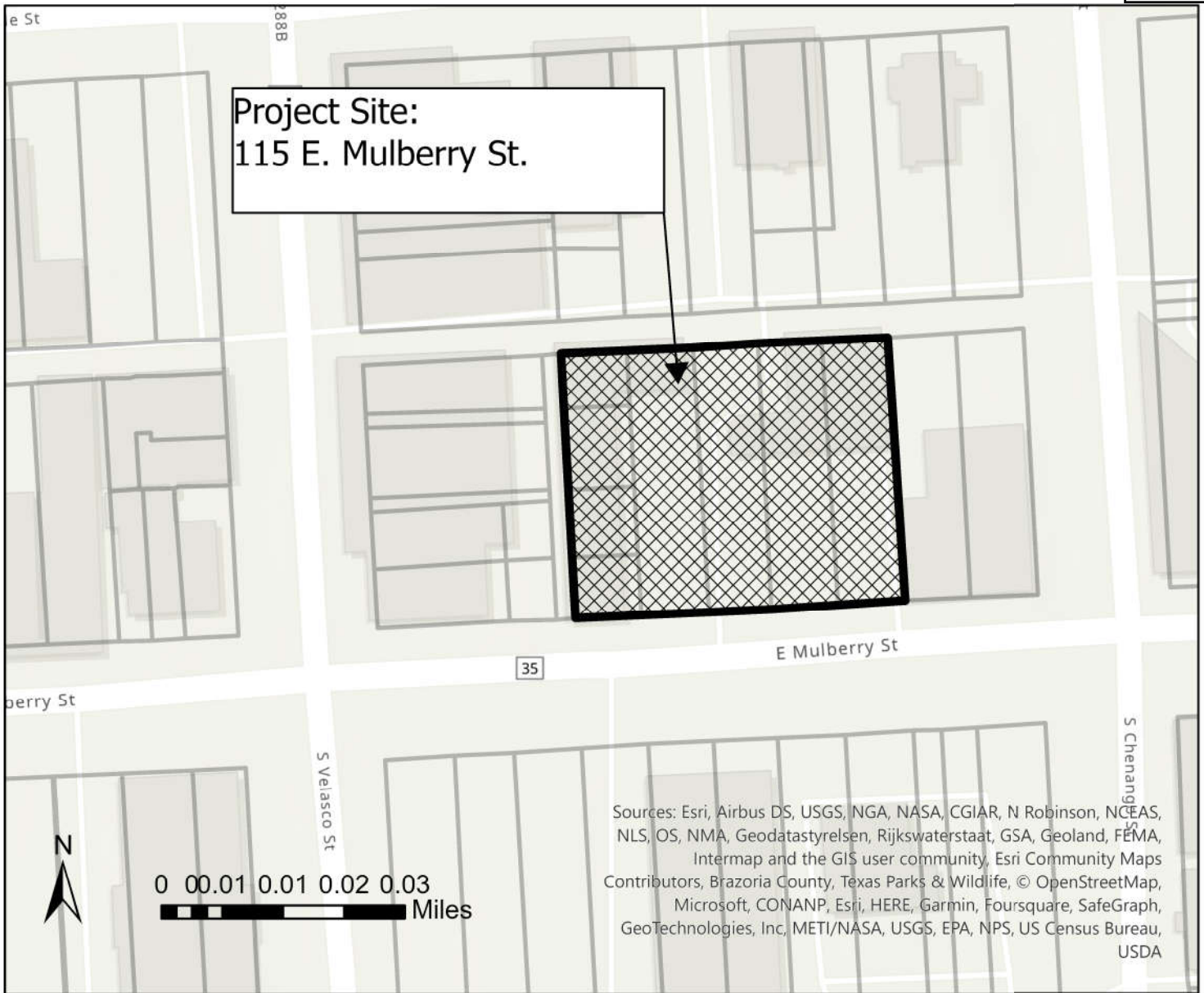
Opposition to or Support of Proposed Request

To-date, Staff has not received any notices in support or in opposition of the proposed SUP request.

P&Z Recommended Action:

The Planning and Zoning Commission adopts this as its Final Report, forwards the request to City Council with a positive recommendation (5-0 vote) of this Specific Use Permit (S.U.P.) application for a microblading studio in the Central Business District, (CBD), for approval consideration and appropriate action, subject to: 1. The successful adoption of the related Text Amendment Case for microblading studio uses; and, 2. The microblading studio operator shall acquire and maintain all required local and state certifications and permits to operate the use.

Staff Recommendation. City Council should conduct the public hearing and receive comment on this Specific Use Permit (S.U.P.) application at 115 E. Mulberry St., Ste. C., for a “microblading studio”, subject to the successful adoption of the related Text Amendment Case for microblading studio uses, noting that the temporary nature of the microblading process establishes clarity and there is factual finding of no negative impact to the surrounding properties and approve the request.





CITY OF ANGLETON
SPECIFIC USE PERMIT APPLICATION

PROPERTY ADDRESS: 115 E. Mulberry St. Suite C

PROPERTY DESCRIPTION (Legal description): _____

RECORD PROPERTY OWNER NAME, ADDRESS AND PHONE NUMBER:

DESIGNATED REPRESENTATIVE, ADDRESS AND PHONE NUMBER: Jennifer Bell 20079 FM 523 832-876-4555

PROPOSED USE FOR THE PROPERTY ADDRESS INDICATED ABOVE: Salon w/ microblading (Brow) services

A site plan (prepared and approved) in accordance with Section 35.4 of the City of Angleton Code of Ordinances (City Code) must be attached to the application. If a base zoning district amendment is required or requested, such rezoning application shall accompany the application for a Specific Use Permit. If the proposed use requires a division of land, an application for subdivision approval must be submitted with this application for a Specific Use Permit.

SIGNATURE: [Signature]
DATE: 10/18/2022

PLEASE PROVIDE PROOF OF TAXES PAID ON THIS PROPERTY.

ATTACHMENT: SECTION 35 SUP – SPECIFIC USE PERMIT

APPLICATION FEE: \$150.00 due upon submittal

OFFICE USE ONLY	
Date received: _____	Admin Fee Received: _____
P&Z Public Hearing date: _____	
Date to send cert. letters: _____	Date to publish: _____
Site Plan submitted: Yes _____ No _____	
Site Plan received & evaluated by City Staff: Yes _____ No _____	
Proof of taxes paid: _____	Date verified: _____

**CITY OF ANGLETON
APPOINTMENT OF AGENT**

As owner of the property described as Beau Bazaar Salon,
I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: Jennifer Bell

Mailing Address: 20079 Fm 523 Email: jbell@alpha-cg.com

City: Angeleton State: TX Zip: 77515

Home Phone: (832) 876 4535 Business Phone: (Same)

I verify that I am the legal owner of the subject property and I acknowledge and affirm that I will be legally bound by the words and acts of my agent, and by my signature below, I fully authorize my agent to:

be the point of contact between myself and the City; make legally binding representations of fact and commitments of every kind on my behalf; grant legally binding waivers of rights and releases of liabilities of every kind on my behalf; to consent to legally binding modifications, conditions, and exceptions on my behalf; and, to execute documents on my behalf which are legally binding on me.

I understand that the City will deal only with a fully authorized agent. At any time it should appear that my agent has less than full authority to act, then the application may be suspended and I will have to personally participate in the disposition of the application. I understand that all communications related to this application are part of an official proceeding of City government and, that the City will rely upon statements made by my agent. Therefore, I agree to hold harmless and indemnify the City of Angleton, its officers, agents, employees, and third parties who act in reliance upon my agent's words and actions from all damages, attorney fees, interest and costs arising from this matter. If my property is owned by a corporation, partnership, venture, or other legal entity, then I certify that I have legal authority to make this binding appointment on behalf of the entity, and every reference herein to 'I', 'my', or 'me' is a reference to the entity.

Signature of owner [Signature] Title owner

Printed/Typed Name of owner Jennifer Bell Date 10/18/22

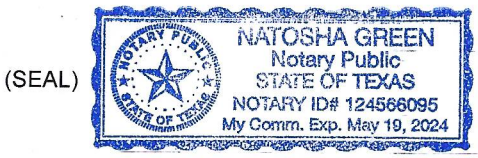
*Application must be signed by the individual applicant, by each partner of a partnership, or by an officer of a corporation or association.

STATE OF TEXAS §

COUNTY OF Brazoria §

Before me, Natasha Green, on this day personally appeared Jennifer Bell, known to me (or proved to me on the oath of _____ or through (_____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 28th day of October



[Signature]
Notary Public Signature
5/19/24
Commission Expires



CITY COUNCIL AGENDA SUMMARY/STAFF REPORT

MEETING DATE: December 13, 2022

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

AGENDA CONTENT: Discussion and possible action on an application for a **Special Use Permit (SUP)** pursuant to Sec. 28-63 of the Code of Ordinances to consider a request submitted by Jennifer Bell, **Beau Bazaar Salon**, to allow for a Specific Use Permit for a Microblading Studio for property located at 115 E. Mulberry Street, Angleton, TX.

AGENDA ITEM SECTION: Public Hearing and Action Item

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: Jennifer Bell, Beau Bazaar Salon is requesting consideration of a Specific Use Permit for a Microblading Studio for property located at 115 E. Mulberry Street, Angleton, TX., within the Central Business District (CBD).



View of 115 E. Mulberry St., Looking North showing location of Salon in rear



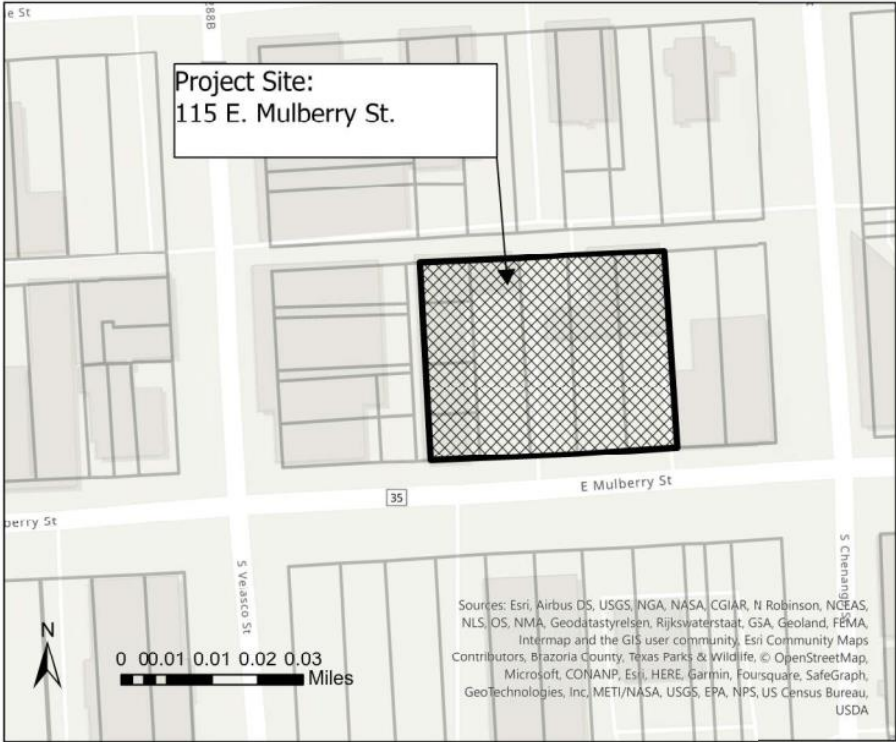
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View of rear alley of 115 E. Mulberry St., Looking South towards Mulberry St.



Vicinity Map

STAFF ANALYSIS:

Microblading is a beauty technique which deposits pigment into the superficial layers of skin. The process uses a super-fine pen which contains a bundle of needles to apply the pigment. The process has a typical lifespan between one to three years after initial touch-ups are completed. Microblading is regulated by the Texas Department State Health Services under tattooists which is why this process is categorized under "studio – tattoo or body piercing".

In the cosmetic industry, microblading has been referred to as permanent cosmetics utilizing muted pigmentations, which are unlike traditional tattoo inks known for vibrant colors, and deposits pigments under the skin's dermis, often using a digital rotary device. Any time pigmentation is placed into the skin with any device, the medical community, including TEFA, defines it as a "form of tattooing", however, it is different than traditional body art tattooing due to its intent and desired purpose. Permanent cosmetics helps those who desire to blend in with societal norms. In contrast, traditional body art tattooing seeks to stand out and express one's speech.

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Zoning Code: Current Related Regulations

The current adopted Zoning Code under Sec. 28-112. – Definitions, defines **Studio, tattoo or body piercing** as " a building or portion of a building used for selling and/or applying tattoos (by injecting dyes/inks into the skin), and/or for piercing the skin with needles, jewelry or other paraphernalia, primarily for the purpose of ornamentation of the human body.

Staff has recommended that the microblading definition be added separately in the previous case, to provide clarity for applications that are consider "temporary" in nature. Therefore, Section 28-112 is being amended to reflect the new use.

Impact on Existing and Future Development:

This development will have minimal to no negative impact to the surrounding properties.

Public Notification

Staff sent public notices to the local newspaper, and a vicinity map to the property owners within 200 feet of the subject property under consideration for the SUP application.

Opposition to or Support of Proposed Request

To-date, Staff has not received any notices in support or in opposition of the proposed SUP request.

P&Z Recommended Action:

The Planning and Zoning Commission adopts this as its Final Report, forwards the request to City Council with a positive recommendation (5-0 vote) of this Specific Use Permit (S.U.P.) application for a microblading studio in the Central Business District, (CBD), for approval consideration and appropriate action, subject to: 1. The successful adoption of the related Text Amendment Case for microblading studio uses; and, 2. The microblading studio operator shall acquire and maintain all required local and state certifications and permits to operate the use.

Staff Recommendation. City Council should hold discussion and approve the ordinance adopting this Specific Use Permit (S.U.P.) application at 115 E. Mulberry St., for a “microblading studio”, subject to the successful adoption of the related Text Amendment Case for microblading studio uses, noting that the temporary nature of the microblading process establishes clarity and there is factual finding of no negative impact to the surrounding properties.

ORDINANCE NO. 20221213-012

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING SPECIFIC USE PERMIT TO ALLOW FOR A MICROBLADING STUDIO AT 115 E. MULBERRY STREET, STE. C., ANGLETON, TX., PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR REPEAL AND EFFECTIVE DATE, AND FINDINGS OF FACT.

WHEREAS, On November 3, 2022, the City of Angleton Planning & Zoning Commission held a public hearing and approved the Specific Use Permit (SUP) submitted by Beau Bazaar Salon, for a Microblading Studio to be located in the Central Business District (CBD), at 115 E. Mulberry Street, Ste. C., Angleton, TX.; and

WHEREAS, on November 3, 2022, the City of Angleton Planning & Zoning Commission, after conducting a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the proposed microblading studio; and

WHEREAS, on December 13, 2022, the City of Angleton City Council conducted a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the proposed microblading studio; and

WHEREAS, the City considered the factors and provisions set forth in the City of Angleton Code of Ordinances, Chapter 28 Zoning, Sec. 28-63 Specific Use Permits, and considered the proposal microblading studio to be located at 115 E. Mulberry Street, Ste. C., Angleton, TX.;

WHEREAS, the City Council desires to grant the Specific Use Permit (SUP) submitted by Beau Bazaar Salon, 115 E. Mulberry, Ste. C., to allow a microblading studio, with the conditions set forth below;

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

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

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

(a). Subject to the final adoption to the microblading studio text amendment ordinance No. 20221213-010.(b). The microblading studio operator shall acquire and maintain all required local and state certifications and permits to operate the use.

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

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

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

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

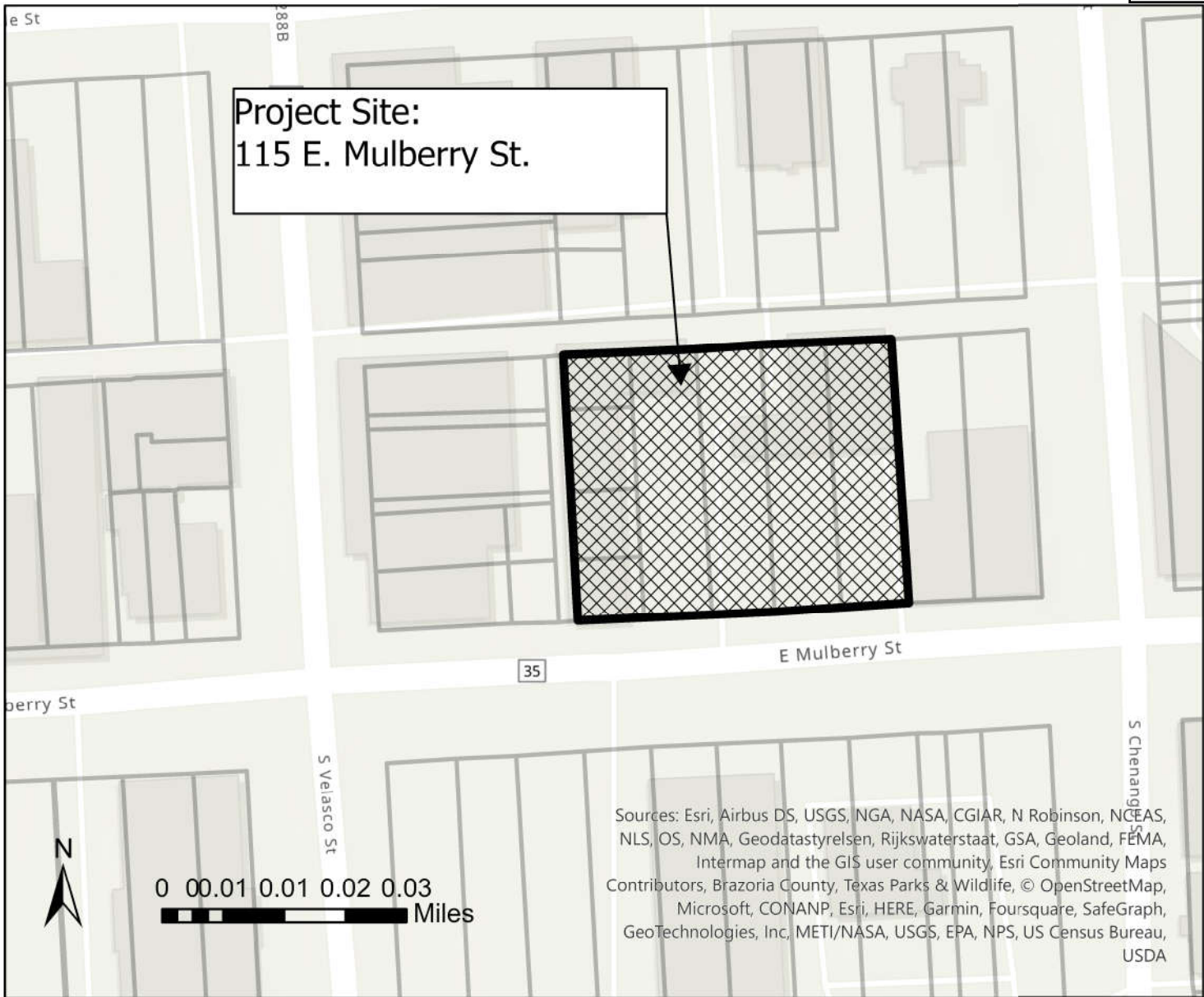
PASSED, APPROVED AND ADOPTED THIS 13TH DAY OF DECEMBER 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary





AGENDA ITEM SUMMARY REPORT

MEETING DATE: December 13, 2022

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

AGENDA CONTENT: Conduct a public hearing on a request for approval of an ordinance rezoning 0.3937 acres from the Commercial General District to the Central Business District, for property located at the Southeast corner of E. Peach St. at S. Velasco St., Hwy 288B, Angleton, TX; situated on Lot(s) One (1), Two (2), Three (3), and the west ½ of Lot (4) in Block Twenty (20), of the City of Angleton, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 12, of the Plat Records of Brazoria County, Texas

AGENDA ITEM SECTION: Public Hearing and Action Item

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

FUND: N/A

EXECUTIVE SUMMARY:

This is a request from Mike and Megan Mainer to rezone approximately 0.3937 acres of land located at the Southeast corner of E. Peach St. at S. Velasco St., Hwy 288B, Angleton, TX; ANGLETON, BLK 20 LOT 1-4. (321 S. Velasco St., adjacent), from the Commercial General District to the Central Business District.

The applicant's primary purpose of this request to rezone the subject property is to promote conformity to the spirit and intent of the Comprehensive and Land Use Plan as well as the City of Angleton Livable Centers Downtown Study recommendations for infill development.

Review Criteria and Findings of Fact:

In making a determination regarding a requested zoning change, the planning and zoning commission and the city council shall consider the following factors:

- a. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole. ***(Staff concurs appropriateness is achieved).***
- b. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area; ***(There will be no negative impact on said capacity of public improvements).***

- c. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the city, and any special circumstances which may make a substantial part of such vacant land unavailable for development; (***Opportunities for infill development are adequate in the surrounding area.***)
- d. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change (***Positive and consistent downtown growth and promotion is occurring.***)
- e. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved. (***This rezoning will be a catalyst for other downtown reinvestment.***)
- f. Any other factors that will substantially affect the public health, safety, morals, or general welfare. (***No factors will negatively affect the public health, safety, morals or general welfare.***)

Future Land Use Map



The Future Land Use Plan from the City of Angleton Comprehensive Plan Update designates the subject property requested to be rezoned as appropriate for downtown activity. The downtown category is described in the plan as:

The downtown land use category represents a substantial blend of uses found only in the central core of a community including residential, office/retail and public/institutional. The category is recognition that a myriad of uses are both appropriate and necessary for success of the Downtown District. The appropriate mix of uses may include government facilities and offices, retail, office and low to medium density residential activity. Places of worship, meeting halls and other public/semi-public facilities are equally appropriate to this particular category. The dynamic mix of uses will continue to provide downtown Angleton a character that is unique in comparison to other areas of the community.

The subject site is also part of the footprint highlighted as part of the Angleton Livable City Center Study which was adopted as part of the Comprehensive Plan by City Council. Action item 13 of the Economic Recommendations facilitates downtown commercial and redevelopment opportunities in this area of downtown Angleton. Infill development is encouraged. The creation of the Greater Peach Street District resulting from the Peach street farmers market (PSFM) area expansion, acts as a catalyst for small business and infill development in downtown.

Existing Land Use and Zoning

North: Single Family Home, zoned Commercial-General (C-G)

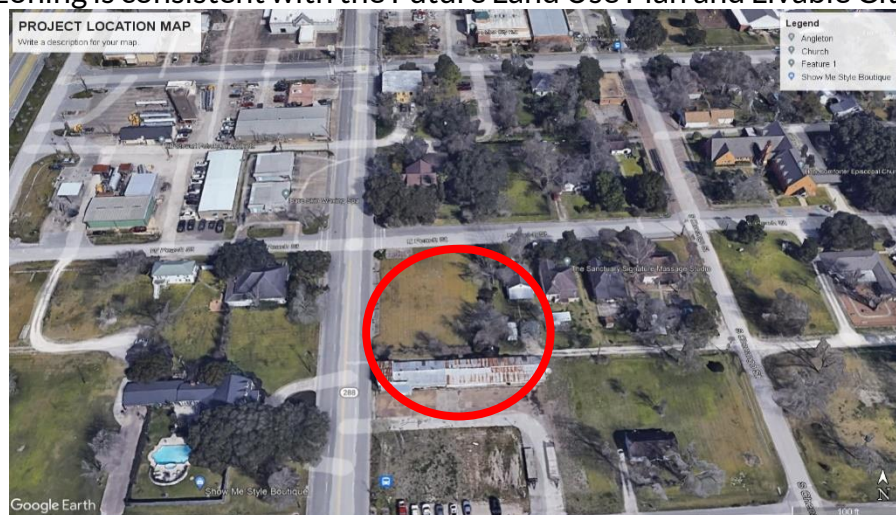
West: J. Ray Gayle Law Office, zoned Commercial-General (C-G)

South: Monarch Hair Studio, zoned Commercial-General (C-G)

East: Single Family Home, zoned Commercial-General (C-G)

Conclusion

The proposed rezoning is consistent with the Future Land Use Plan and Livable City Center Study.



SITE PHOTOS

Item 13.



VIEW LOOKING SOUTH AT PROJECT SITE



VIEW LOOKING SOUTH AT PROJECT SITE



VIEW LOOKING NORTH ON S. VELASCO, SITE ON RT.



VIEW LOOKING SOUTH AT ADJACENT HOME



VIEW LOOKING WEST ACROSS S. VELASCO



VIEW LOOKING SOUTHWEST @HOMES NEXT DOOR



VIEW LOOKING NORTH AT PROJECT SITE



VIEW LOOKING NORTH ACROSS E. PEACH ST.



VIEW LOOKING WEST ALONG E. PEACH STREET



VIEW LOOKING WEST ALONG E. PEACH STREET

P&Z RECOMMENDATION:

The Planning and Zoning Commission adopts this as its final report and recommends approval of the ordinance rezoning an approximate 0.3937 acres of land from the Commercial General District (C-G) to the Central Business District (CBD) and voted unanimously 5-0 in support.

SUGGESTED MOTION:

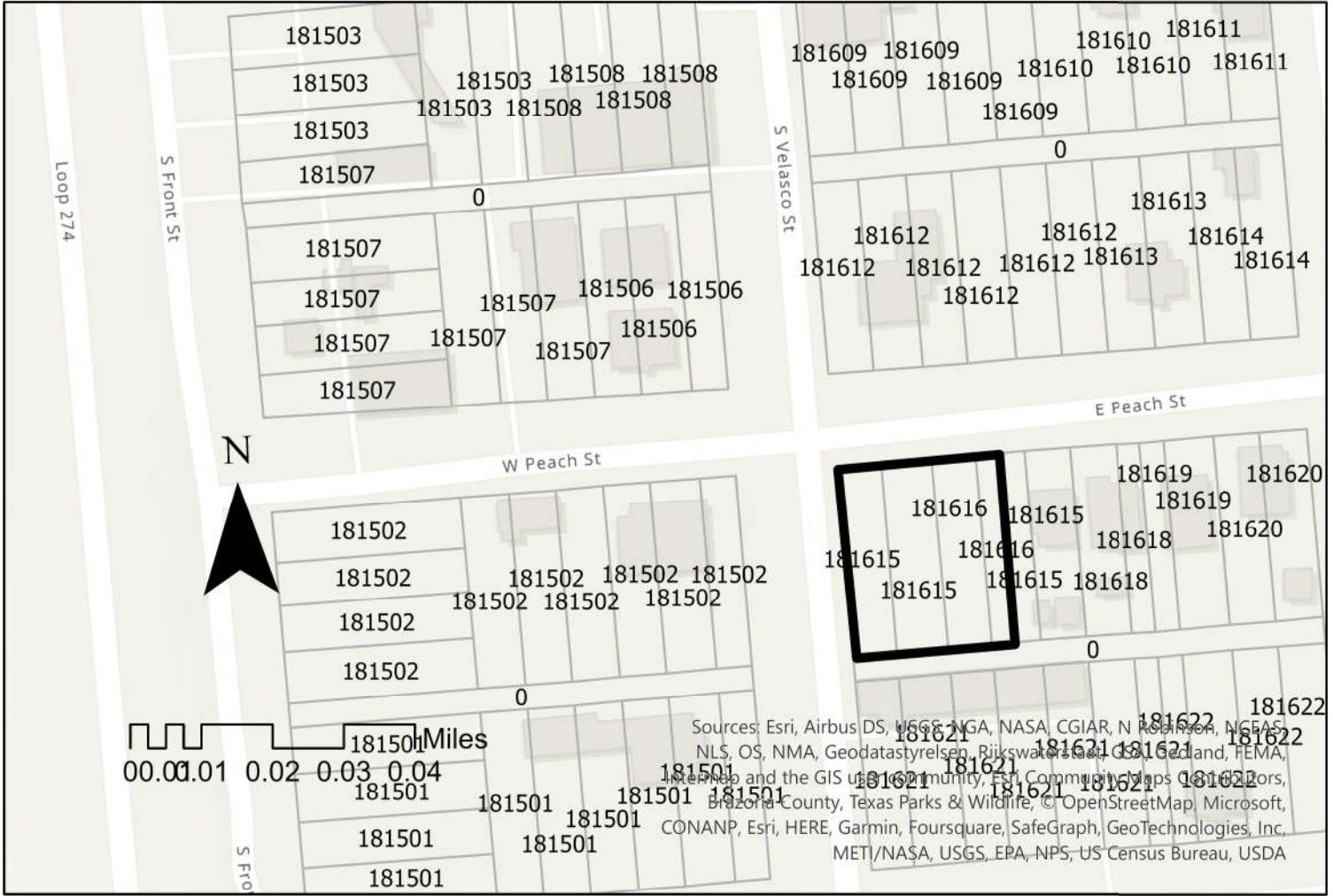
I move we hold the public hearing of the ordinance rezoning an approximate 0.3937 acres of land from the Commercial General District (C-G) to the Central Business District (CBD) and receive public comment.

Exhibit A

Lot(s) One (1), Two (2), Three (3), and the west 1/2 of Lot (4) in Block Twenty (20), of the City of Angleton, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 12, of the Plat Records of Brazoria County, Texas

Item 13.

(Properties Subject to Rezoning are Outlined Below)



Zoning MAP

Item 13.

CBD

CBD

S Velasco St

E Orange St

S Chenango St

CBD

CBD

CBD

CBD

CBD
SUP 47

CBD

C-G

E Peach St

S Chenango St

S Velasco St

SITE

C-G

SUP 26
Single-Family
Residential-7.2 (minimum
7,200 sq ft lots)

C-G

C-G

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastwreken, Rijkwsterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Fourquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

The Facts

Covering Brazoria County - Where Texas Began

P.O. Box 549
Clute, TX 77531
979-265-7411

Date: 11/15/22
Account: 15239
Name:
Company: City Of Angleton
Telephone: (979) 849-4364
Email: mperez@angleton.tx.us

Ad Taken By: AGONZALEZ
Sales Person: Kassandra Lerma
Phone: (979) 237-0113
Email: kassandra.lerma@thefacts.com

Ad ID: 1062150
of Lines: 45
Size: 4 x 6.528
Color:
of Preprints: 0
of Pages: 0
Ad Cost: \$600.37
PO Number:
Publication: The Brazosports Facts, www.
TheFacts.com

Publish Date: 11/17/22

****Please proofread the ad****
For any corrections or changes,
contact your media representative.

We Appreciate Your Business!
Thank You!

Proof
Date: 11/15/22
User: AGONZALEZ

City of Angleton
Notice of Public Hearings

Notice is hereby given that the Planning and Zoning Commission of the City of Angleton, Texas will conduct public hearings at 12:00 pm on Thursday, December 1, 2022 and the City Council will conduct public hearings at 6:00 pm on Tuesday, December 13, 2022. The meetings will be held at Angleton City Hall in the City Council Chambers at 120 S. Chenango Street, Angleton, Texas 77515. At these meetings, the following public hearings will be held:

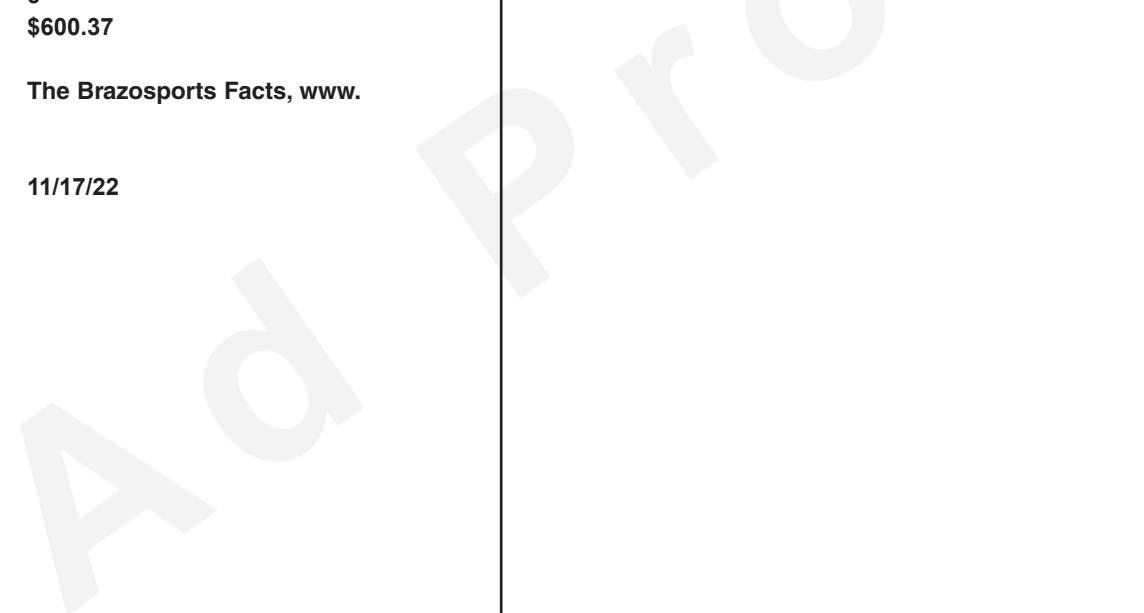
Conduct a public hearing, discussion, and take possible action on a request for approval of an ordinance rezoning 0.3937 acres from the Commercial General District to the Central Business District, for property located at the Southeast corner of E. Peach St. at S. Velasco St., Hwy 288B, Angleton, TX; ANGLETON, BLK 20 LOT 1-4. (321 S. Velasco St., adjacent).

Conduct discussion, receive public comment, and take final action on a Final Subdivision Plat for Smart Storage, 12.390 acres in the J. De J. Valderas Survey, Abstract No. 380 into two lots with variances: to provide utility and drainage plans, traffic impact analysis, heritage tree preservation, and the geotechnical report to be submitted at the time each tract is developed. The subject property is located on the northwest corner of Henderson Road and Galaznik Road in the Commercial General Zoning District.

Conduct a public hearing, hold discussion, and take possible action on an ordinance amending the Code of Ordinances of the City of Angleton, Texas, by amending and revising Chapter 8.5 Food and Food Establishments Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally and Sec.8.5-63. Unrestricted and Restricted Mobile Food Unit Regulations as Contained in "Exhibit A"; adopting Sec 8.5-66. Mobile Food Courts as contained in "Exhibit B"; providing for the regulation of food and food establishments; providing a penalty; providing for severability; providing for repeal; and providing an effective date.

The meeting agenda and agenda packet will be posted online at www.angleton.tx.us. The public will have the opportunity to offer comments on each agenda item by registering prior to the meeting.

For more information regarding these requests please contact Otis T. Spriggs, AICP, Development Services Director by email at ospriggs@angleton.tx.us or by phone at (979) 849-4364 x-2108 or Mr. Kyle Reynolds, Assistant Development Services Director by email at kreynolds@angleton.tx.us or by phone at (979) 849-4364 x-2106.





Draft

CITY OF ANGLETON
 PLANNING AND ZONING
 COMMISSION
 120 S. CHENANGO STREET,
 ANGLETON, TEXAS 77515
 THURSDAY, DECEMBER 1, 2022
 AT 12:00 PM

MINUTES

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON PLANNING AND ZONING COMMISSION IN THE ORDER THEY OCCURRED DURING THE MEETING. THE PLANNING AND ZONING COMMISSION OF ANGLETON, TEXAS CONVENED IN A REGULAR MEETING ON THURSDAY, DECEMBER 1, 2022, AT 12:00 PM, IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

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

PRESENT

Chair William Garwood
 Commission Member Henry Munson
 Commission Member Ellen Eby
 Commission Member Deborah Spoor
 Commission Member Michelle Townsend (Entered meeting later)
 Commission Member Regina Bieri

ABSENT

Commission Member Bonnie McDaniel

1. Approval of Meeting Minutes for November 3, 2022

Motion was made by Commission Member Henry Munson to approve the minutes; Motion was seconded by Commission Member Regina Bieri.

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

PUBLIC HEARINGS AND ACTION ITEMS

2. Conduct a public hearing, discussion, and possible action on a request for approval of an ordinance rezoning 0.3937 acres from the Commercial General District to the Central Business District, for property located at the Southeast corner of E. Peach St. at S. Velasco St., Hwy 288B, Angleton, TX; situated on Lot(s) One (1), Two (2), Three (3), and the west ½ of Lot (4) in Block Twenty (20), of the City of Angleton, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 12, of the Plat Records of Brazoria County, Texas.

Staff Presentation: Mr. Otis Spriggs introduced the case and presented the summary of the staff report. He noted that the downtown region covers this tract. The Land Use Plan was shown illustrating consistency. The area is typically recommended for governmental, entertainment districts, housing, public spaces and gathering areas.

The applicants are trying to work within the recommendations of some of our prepared plans such as the Comprehensive Plan and the Land Use Plan. The Angleton Livable City Centers Plan was also referenced which also promotes some of the things just described.

Staff is recommending approval of the rezoning from Commercial General which is typically catered to big box retailing; however some of the restrictions will not fit into our typical downtown areas. This request would be more in keeping and in the spirit and intent of the mentioned adopted plans. Photographs of the surrounding areas were shown.

Chair Garwood opened the Public Hearing, with no objection.

Applicant Ms. Megan Mainer appeared before the Commission and stated that she and her husband live in Angleton and are asking the Commission to consider the rezoning of the property because it is in line with the Comprehensive Plan and the Livable City Centers Study. It will hopefully bring some additional businesses to the area, if developed in this way. The current zoning does provide some restrictions like parking, for this is a small lot. In the CBD, this allows for offsite parking in agreement with other properties that could provide parking in that area. It will open this up to be developed and contribute to the downtown district.

Public Hearing was closed with no objections.

Commission Member Bieri commented that her questions were answered, and the difference is this would be more pedestrian oriented than the other district.

Commission Action:

Motion was made by Commission Member Ellen Eby to approve the request of an ordinance rezoning 0.3937 acres of land from the Commercial General District to the Central Business District to City Council for adoption. Motion was seconded by Commission Member Deborah Spoor.

Roll Call Vote:

Commission Member Henry Munson- Aye; Commission Member Ellen Eby- Aye; Commission Member Deborah Spoor- Aye; Commission Member Regina Bieri - Aye; Chair William Garwood- Aye. Motion carried unanimously, 5-0 vote.

3. Discussion and possible action on an Ordinance amending the Code of Ordinances of the City of Angleton, Texas, by amending and revising Chapter 8.5 Food and Food Establishments Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual

Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally, and Sec.8.5-63. Unrestricted And Restricted Mobile Food Unit Regulations as contained in “Exhibit A”; Adopting Sec 8.5-66. Mobile Food Courts as contained in “Exhibit B”; providing for the regulation of food and food establishments; providing a penalty; providing for severability; providing for repeal; and providing an effective date.

Staff Presentation: Mr. Otis Spriggs introduced the case and presented the summary of the staff report. He presented the redlined changes in Exhibits A& B. which includes the following noted areas:

- Defined: Food Courts involving food trucks.
- Allowance for flexibility in business hours.
- Roadside food vendor was defined.
- Section 8.5-10: A permit is not required for a beverage stand for a child age 17 or under.
- Operating on (M-S); Sundays was considered and added.
- Restroom written agreement if business is within 150 ft., during hours of operation.
- New regulations for Mobile Food Courts are proposed.
- Hookups for electricity and potable water.
- Restroom provision.
- Units are not allowed on blocks.
- Subject to the Noise Requirements.
- Trash/Waste disposal.
- Parking lots must be concrete or asphalt.
- Unit separation by 10 Feet including seating areas.
- Food Court use has to be within allowable restaurant zoning district
- Site Plan requirements.
- MFU will be inspected and permitted. (6 months)
- Alcohol sales within a permit building per TABC requirements.

The surface parking requirements were discussed. City Manager Chris Whitaker appeared and noted that the need for the option of compacted crushed stone or pervious pavers, with the requirement of the apron within the public right of way being paved. Staff noted that the additional option “a.”/waiver will be added in the text.

Commission Member Ellen Eby asked what the impact of the new regulations would have on farmers markets. Mr. Spriggs explained that the farmers markets are typically processed as a special event, or in the case of the Peach Street Market, the process was a Specific Use Permit.

Mr. Spriggs noted that staff sent out invitation emails to a number of food truck business owners of the hearing and will continue to do so for the Council hearing as well. Staff is recommending approval by the Planning and Zoning Commission, and forwarding it to City Council for final consideration.

Chair Garwood opened the Public Hearing with no objection.

No public comment.

Chair Garwood closed the Public Hearing with no objection.

Commission Member Henry Munson asked about the 1 year permit versus the 6 month expiration date. Mr. Spriggs clarified that the 1 year option is available; however there is a twice per year inspection required.

Commission Action:

Motion was made by Commission Member Bieri to approve the proposed Mobile Food amendments and the recommended changes, seconded by Commission Member Ellen Eby.

Roll Call Vote:

Commission Member Henry Munson- Aye; Commission Member Ellen Eby- Aye; Commission Member Deborah Spoor- Aye; Commission Member Regina Bieri - Aye; Chair William Garwood- Aye. Motion carried unanimously, 5-0 vote.

REGULAR AGENDA

3. Consideration of approval of a final plat for Smart Storage, for a 12.390-acre subdivision.

Mr. Spriggs presented the final plat subject to the requested variances to be satisfied during the construction stage:

1. Variance is requested to allow the utility plan to be submitted at the time the first tract is considered for development.
2. Variance is requested to provide utility and drainage plans, heritage tree preservation and the geotechnical report at the time each tract is developed.

Mr. Spriggs presented the staff summary noting the Engineering comments per the review including the A.D.D. drainage coordination.

Commission Action:

Motion was made by Commission Member Henry Munson-to approve the proposed Final Plat for Smart Storage, seconded by Commission Member Deborah Spoor.

Roll Call Vote:

Commission Member Henry Munson- Aye; Commission Member Ellen Eby- Aye; Commission Member Deborah Spoor- Aye; Commission Member Regina Bieri - Aye; Chair William Garwood- Aye; Commission Member Michelle Townsend- Aye. Motion carried unanimously, 6-0 vote.

ADJOURNMENT

Planning and Zoning Commission Chair Bill Garwood adjourned the meeting at 12:56 P.M.

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

CITY OF ANGLETON, TEXAS

William Garwood
Chair

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY REPORT

MEETING DATE: December 13, 2022

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

AGENDA CONTENT: Discussion and possible action on a request for approval of an ordinance rezoning 0.3937 acres from the Commercial General District to the Central Business District, for property located at the Southeast corner of E. Peach St. at S. Velasco St., Hwy 288B, Angleton, TX; situated on Lot(s) One (1), Two (2), Three (3), and the west ½ of Lot (4) in Block Twenty (20), of the City of Angleton, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 12, of the Plat Records of Brazoria County, Texas

AGENDA ITEM SECTION: Public Hearing and Action Item

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

FUND: N/A

EXECUTIVE SUMMARY:

This is a request from Mike and Megan Mainer to rezone approximately 0.3937 acres of land located at the Southeast corner of E. Peach St. at S. Velasco St., Hwy 288B, Angleton, TX; ANGLETON, BLK 20 LOT 1-4. (321 S. Velasco St., adjacent), from the Commercial General District to the Central Business District.

The applicant's primary purpose of this request to rezone the subject property is to promote conformity to the spirit and intent of the Comprehensive and Land Use Plan as well as the City of Angleton Livable Centers Downtown Study recommendations for infill development.

Review Criteria and Findings of Fact:

In making a determination regarding a requested zoning change, the planning and zoning commission and the city council shall consider the following factors:

- a. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole. *(Staff concurs appropriateness is achieved).*
- b. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area; *(There will be no negative impact on said capacity of public improvements).*

- c. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the city, and any special circumstances which may make a substantial part of such vacant land unavailable for development; (***Opportunities for infill development are adequate in the surrounding area.***)
- d. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change (***Positive and consistent downtown growth and promotion is occurring.***)
- e. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved. (***This rezoning will be a catalyst for other downtown reinvestment.***)
- f. Any other factors that will substantially affect the public health, safety, morals, or general welfare. (***No factors will negatively affect the public health, safety, morals or general welfare.***)

Future Land Use Map



The Future Land Use Plan from the City of Angleton Comprehensive Plan Update designates the subject property requested to be rezoned as appropriate for downtown activity. The downtown category is described in the plan as:

The downtown land use category represents a substantial blend of uses found only in the central core of a community including residential, office/retail and public/institutional. The category is recognition that a myriad of uses are both appropriate and necessary for success of the Downtown District. The appropriate mix of uses may include government facilities and offices, retail, office and low to medium density residential activity. Places of worship, meeting halls and other public/semi-public facilities are equally appropriate to this particular category. The dynamic mix of uses will continue to provide downtown Angleton a character that is unique in comparison to other areas of the community.

The subject site is also part of the footprint highlighted as part of the Angleton Livable City Center Study which was adopted as part of the Comprehensive Plan by City Council. Action item 13 of the Economic Recommendations facilitates downtown commercial and redevelopment opportunities in this area of downtown Angleton. Infill development is encouraged. The creation of the Greater Peach Street District resulting from the Peach street farmers market (PSFM) area expansion, acts as a catalyst for small business and infill development in downtown.

Existing Land Use and Zoning

North: Single Family Home, zoned Commercial-General (C-G)

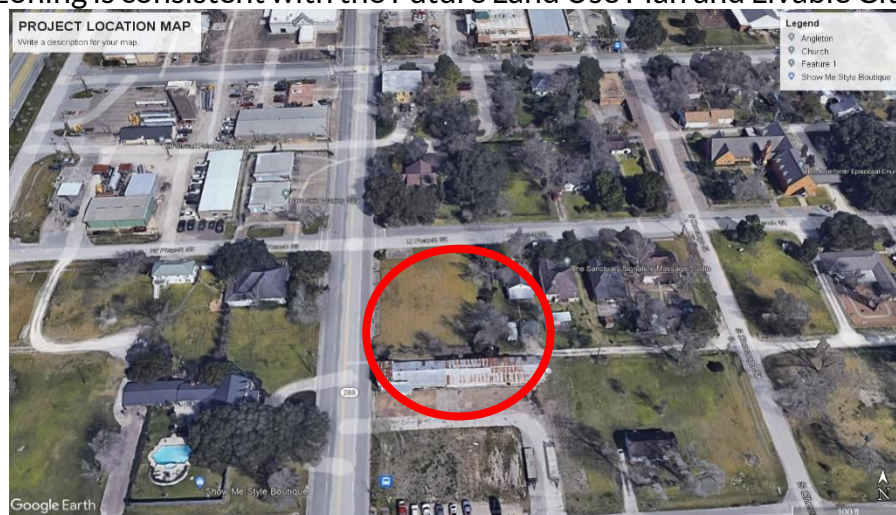
West: J. Ray Gayle Law Office, zoned Commercial-General (C-G)

South: Monarch Hair Studio, zoned Commercial-General (C-G)

East: Single Family Home, zoned Commercial-General (C-G)

Conclusion

The proposed rezoning is consistent with the Future Land Use Plan and Livable City Center Study.



SITE PHOTOS

Item 14.



VIEW LOOKING SOUTH AT PROJECT SITE



VIEW LOOKING SOUTH AT PROJECT SITE



VIEW LOOKING NORTH ON S. VELASCO, SITE ON RT.



VIEW LOOKING SOUTH AT ADJACENT HOME



VIEW LOOKING WEST ACROSS S. VELASCO



VIEW LOOKING SOUTHWEST @HOMES NEXT DOOR



VIEW LOOKING NORTH AT PROJECT SITE



VIEW LOOKING NORTH ACROSS E. PEACH ST.



VIEW LOOKING WEST ALONG E. PEACH STREET



VIEW LOOKING WEST ALONG E. PEACH STREET

P&Z RECOMMENDATION:

The Planning and Zoning Commission adopts this as its final report and recommends approval of the ordinance rezoning an approximate 0.3937 acres of land from the Commercial General District (C-G) to the Central Business District (CBD) and voted unanimously 5-0 in support.

SUGGESTED MOTION:

I move we approve the ordinance rezoning an approximate 0.3937 acres of land from the Commercial General District (C-G) to the Central Business District (CBD) as recommended by the Planning & Zoning Commission.

ORDINANCE NO. 20221213-014

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, TO AMEND THE "ZONING MAP OF THE CITY OF ANGLETON" BY CHANGING THE ZONING MAP DISTRICT DESIGNATION AND PROVIDING FOR A ZONING CHANGE TO 0.3937 ACRES SITUATED ON LOT(S) ONE (1), TWO (2), THREE (3), AND THE WEST ½ OF LOT (4), IN BLOCK TWENTY (20), OF THE CITY OF ANGLETON, A SUBDIVISION IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; FROM THE COMMERCIAL GENERAL DISTRICT (C-G) TO THE CENTRAL BUSINESS DISTRICT (CBD); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR EACH AND EVERY OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission conducted a public hearing on December 1, 2022; and

WHEREAS, the City Council conducted a public hearing on December 13, 2022; and

WHEREAS, notice of the public hearings was published in *The Facts* and mailed to property owners within 200 feet of the zoning request; and

WHEREAS, the Planning and Zoning Commission, on December 1, 2022, made findings of fact that rezoning of the property to the CBD zoning district would be consistent with the zoning adjacent property, the recommendations of the Comprehensive Plan, and with generally accepted urban planning principals; and

WHEREAS, the City Council, on December 13, 2022, adopted by reference the findings of fact made by the Planning and Zoning Commission.

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

SECTION 1. That the foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part of this Ordinance for all purposes as findings of fact.

SECTION 2. That the 0.3937 situated on Lot(s) One (1), Two (2), Three (3), and the west

½ of Lot (4) in Block Twenty (20), of the City of Angleton, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 12, of the Plat Records of Brazoria County, Texas be rezoned from the Commercial General District (C-G) to the Central Business District (CBD).

SECTION 3. That the Official Zoning Map of the City of Angleton is hereby amended in accordance with the provisions of this Ordinance to show the change in zoning district classification.

SECTION 4. That any person or corporation violating any of the provisions of this Ordinance shall upon conviction be fined any sum not exceeding \$2,000 and each and every day that the provisions of this Ordinance are violated shall constitute a separate and distinct offense.

SECTION 5. That should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity of such section, or part shall in no way affect, impair or invalidate the remaining portion thereof, but as to such remaining portion, the same shall remain in full force and effect.

SECTION 6. That it is hereby found and determined that the meetings at which this Ordinance is considered are open to the public and that notice of the time, place and purpose thereof was given in accordance with the provisions of the Texas Government Code - Chapter 551, as amended, and that a quorum of the City Council was present.

SECTION 7. That this Ordinance shall be effective and in full force immediately upon its adoption.

PASSED AND APPROVED THIS 13TH DAY OF DECEMBER, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

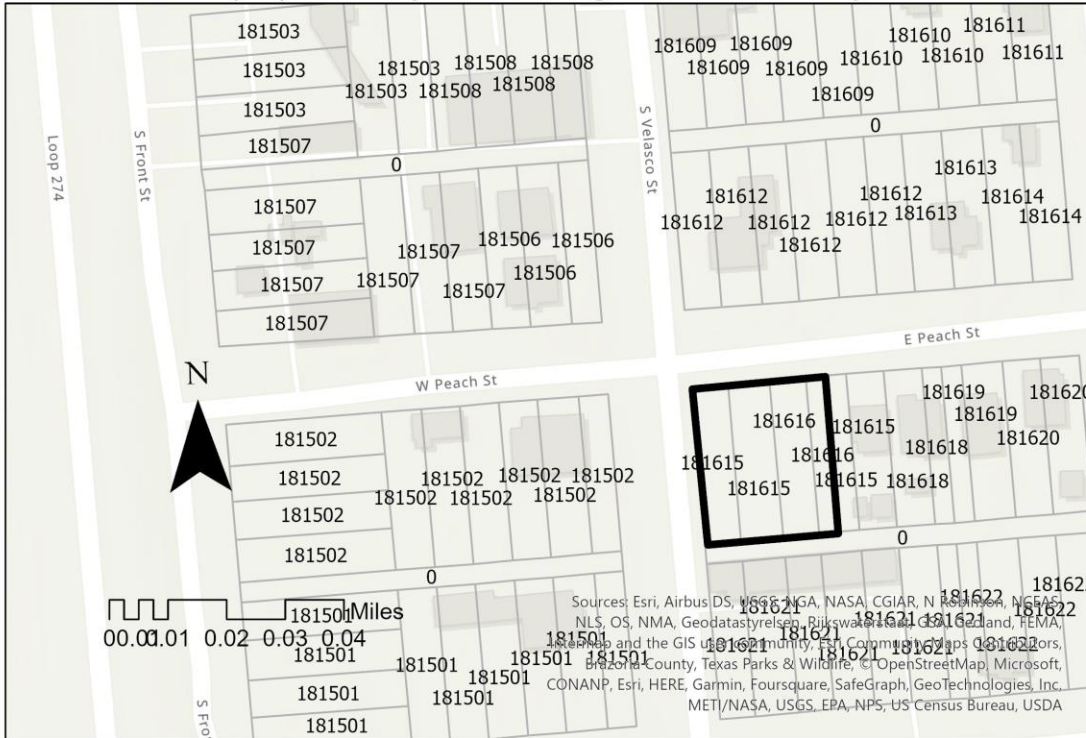
ATTEST:

Michelle Perez, TRMC
City Secretary

Exhibit A

Lot(s) One (1), Two (2), Three (3), and the west 1/2 of Lot (4) in Block Twenty (20), of the City of Angleton, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 12, of the Plat Records of Brazoria County, Texas

(Properties Subject to Rezoning are Outlined Below)





Draft

**CITY OF ANGLETON
PLANNING AND ZONING
COMMISSION**
120 S. CHENANGO STREET,
ANGLETON, TEXAS 77515
THURS., DEC. 1, 2022, 12:00 PM

RECORD OF PROCEEDINGS

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON PLANNING AND ZONING COMMISSION IN THE ORDER THEY OCCURRED DURING THE MEETING. THE PLANNING AND ZONING COMMISSION OF ANGLETON, TEXAS CONVENED IN A REGULAR MEETING ON THURSDAY, DECEMBER 1, 2022, AT 12:00 PM, IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

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

PRESENT

Chair William Garwood
Commission Member Henry Munson
Commission Member Ellen Eby
Commission Member Deborah Spoor
Commission Member Michelle Townsend (Entered meeting later)
Commission Member Regina Bieri

ABSENT

Commission Member Bonnie McDaniel

1. Approval of Meeting Minutes for November 3, 2022

Motion was made by Commission Member Henry Munson to approve the minutes; Motion was seconded by Commission Member Regina Bieri.

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

PUBLIC HEARINGS AND ACTION ITEMS

2. Conduct a public hearing, discussion, and possible action on a request for approval of an ordinance rezoning 0.3937 acres from the Commercial General District to the Central Business District, for property located at the Southeast corner of E. Peach St. at S. Velasco St., Hwy 288B, Angleton, TX; situated on Lot(s) One (1), Two (2), Three (3), and the west ½ of Lot (4) in Block Twenty (20), of the City of Angleton, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 12, of the Plat Records of Brazoria County, Texas.

Staff Presentation: Mr. Otis Spriggs introduced the case and presented the summary of the staff report. He noted that the downtown region covers this tract. The Land Use Plan was shown illustrating consistency. The area is typically recommended for governmental, entertainment districts, housing, public spaces and gathering areas.

The applicants are trying to work within the recommendations of some our prepared plans such as the Comprehensive Plan and the Land Use Plan. The Angleton Livable City Centers Plan was also referenced which also promotes some of the things just described.

Staff is recommending approval of the rezoning from Commercial General which is typically catered to big box retailing; however some of the restrictions will not fit into our typical downtown areas. This request would be more in keeping and in the spirit and intent of the mentioned adopted plans. Photographs of the surrounding areas were shown.

Chair Garwood opened the Public Hearing, with no objection.

Applicant Ms. Megan Mainer appeared before the Commission and stated that she and her husband live in Angleton and are asking the Commission to consider the rezoning of the property because it is in line with the Comprehensive Plan and the Livable City Centers Study. It will hopefully bring some additional businesses to the area, if developed in this way. The current zoning does provide some restrictions like parking, for this is a small lot. In the CBD, this allows for offsite parking in agreement with other properties that could provide parking in that area. It will open this up to be developed and contribute to the downtown district.

Public Hearing was closed with no objections.

Commission Member Bieri commented that her questions were answered, and the difference is this would be more pedestrian oriented than the other district.

Commission Action:

Motion was made by Commission Member Ellen Eby to approve the request of an ordinance rezoning 0.3937 acres of land from the Commercial General District to the Central Business District to City Council for adoption. Motion was seconded by Commission Member Deborah Spoor.

Roll Call Vote:

Commission Member Henry Munson- Aye; Commission Member Ellen Eby- Aye; Commission Member Deborah Spoor- Aye; Commission Member Regina Bieri - Aye; Chair William Garwood- Aye. Motion carried unanimously, 5-0 vote.

ADJOURNMENT

Planning and Zoning Commission Chair Bill Garwood adjourned the meeting at 12:56 P.M.

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

CITY OF ANGLETON, TEXAS

William Garwood
Chair

ATTEST:

Michelle Perez, TRMC
City Secretary



CITY COUNCIL AGENDA ITEM SUMMARY FORM

MEETING DATE: December 13, 2022

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

AGENDA CONTENT: Conduct a public hearing to receive comment on an Ordinance amending the Code of Ordinances of the City of Angleton, Texas, by amending and revising Chapter 8.5 Food and Food Establishments Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally, and Sec.8.5-63. Unrestricted And Restricted Mobile Food Unit Regulations as contained in "Exhibit A"; Adopting Sec 8.5-66. Mobile Food Courts as contained in "Exhibit B"; providing for the regulation of food and food establishments; providing a penalty; providing for severability; providing for repeal; and providing an effective date.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY: At the request of the City Manager, Staff is introducing text amendment changes to the Food Truck Ordinance for consideration. This will enable greater flexibility for food truck permits in the City of Angleton. Food Truck Courts is also addressed for your consideration, as we are experiencing an increase in interest and demand for more flexibility in mobile food unit vending.

BACKGROUND AND HISTORY:

City Council Discussion and Feedback: April 26, 2022.

City Manager Chris Whitaker and Judith ElMasri, City Attorney presented the item for discussion to City Council. Details on duration of permits was discussed and measures for provided for solidity in scheduling was discussed. Parking/Surfacing requirements, dining/seating, noise impact and abatement, lighting and security, restroom definitions and requirements (permanent), access to a commercial kitchen were discussed.

Town Hall: Food Court Ordinance: June 28, 2022

At this meeting, City leadership staff gathered input from community stakeholders and the City's mobile food truck businesses to explore proposed amendments and revisions to the Angleton Code of Ordinances Chapter 8.5 – Food and Food Establishments. The proposed re-write of the existing Food Truck Ordinance enables greater flexibility for food truck permits and addresses consideration of food truck courts. Public input on the proposed ordinance was gathered by City staff members and presented to the City Council for consideration and we are now seeking possible action and adoption of the new guidelines.

Link to the Town Hall Meeting (6/28/2022) video can be accessed here:

<https://angletontx.new.swagit.com/videos/176488?ts=2>

Summary of Public Comments/Notes:

- Present were business owners, Council Representation, City Manager, and D.S. staff including the Health Department.
- Defined: Food Courts involving food trucks
- Stipulations with drink standards
- Easier to obtain and maintain permits for a longer duration
- Allowance for flexibility in business hours.
- Roadside food vendor was defined.
- Section 8.5-10: A permit is not required for a beverage stand for a child age 17 or under.
- Operating on (M-S); Sundays was considered and added.
- Restroom written agreement if business is within 150 ft., during hours of operation.
- New regulations for Mobile Food Courts are proposed.
 1. Hookups for electricity and potable water.
 2. Restroom provision
 3. Not allowed on blocks
 4. Subject to the Noise Requirements
 5. Trash/Waste disposal
 6. Parking lots must be concrete or asphalt
 7. Unit separation by 10 Feet.
 8. Food Court use has to be within allowable restaurant zoning district
 9. Site Plan requirements; City Council appeal process.
 10. Seating (Setback requirements of 10 ft.).
 11. MFU will be inspected and permitted. (6 months)
 12. Alcohol sales within a permit building per TABC requirements.



Text Amendment Summary of Changes:

Food Court and Road Food Vendor terms are now defined in the definitions Section 8.5-2 (See Exhibit A) as follows:

Mobile food court means a property used or developed to accommodate one or more food trucks as the primary use of the property while possibly accommodating areas on the property for entertainment or recreational opportunities. This definition shall not be interpreted to include a congregation of mobile food vendors as a secondary use, accessory use, or temporary use (less than 30 days).

Roadside Food Vendor means a person who operates a mobile retail food store from a temporary location adjacent to a public road or highway. Food is not prepared or processed by a roadside food vendor. Roadside food vendors are classified as mobile food units (MFU).

Secs. 8.5-66. Mobile Food Courts (Added Section, See Exhibit B)

(a) Mobile Food Court Requirements.

(1) Mobile food court site shall be designed and intended for the use of mobile food units as the primary use of the property.

Items 1-12 outlined above in this report are detailed in Exhibit B.

P&Z COMMISSION RECOMMENDATION: The Planning and Zoning Commission conduct the public hearing on December 1, 2022, receive public comments and feedback, and adopted this as its final report to approve the proposed Mobile Food Unit/Court text amendments and forwarded to city council for approval subject to the recommended changes or conditions.

RECOMMENDATION:

City Council should hold the public hearing on the proposed ordinance amending and revising Chapter 8.5 Food and Food Establishments Article I. and the noted subsections in this report for the regulation of food and mobile food establishment and mobile food courts.

“EXHIBIT A”

Sec. 8.5-2. Definitions.

For purposes of this chapter, the words, terms and phrases set forth in the Texas Food Establishment Rules (TFER) as definitions shall have the meanings set forth therein. Additionally, the following words, terms and phrases shall have the meanings set forth below except where the context clearly indicates a different meaning:

Authorized agent or employee means an employee(s) of the City of Angleton.

Caterer means any person or entity that transports complete meals from an approved establishment to another location for consumption but shall not include persons operating restaurants that routinely deliver food on order or persons that deliver a product or distribute a product to vending machines.

Commissary or central preparation facility means a facility that mobile food service establishments use to dispose of waste and to obtain supplies.

Food establishment or food service establishment means an operation that stores, prepares packages, serves, vends, or otherwise provides food for human consumption as follows:

- (1) A restaurant, retail food store, satellite or catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, ending location, (machine), self-service food market, conveyance used to transport people, institution, or food bank;
- (2) An establishment that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout order, or delivery service that is provided by common carriers; and
- (3) Includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority and an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on- or off-premises; and regardless of whether there is a charge for the food.
- (4) Food establishment does not include an establishment that offers only prepackaged foods that are not time/temperature controlled for safety food, a produce stand that only offers whole, uncut fresh fruits and vegetables, a food processing plant, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, a bed and breakfast limited facility as defined in the TFER, or a private home that receives catered or home-delivered food.

Mobile food court means a property used or developed to accommodate one or more food trucks as the primary use of the property while possibly accommodating areas on the property for entertainment or recreational opportunities. This definition shall not be interpreted to include a congregation of mobile food vendors as a secondary use, accessory use, or temporary use (less than 30 days).

Mobile food unit (MFU) means a vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to, catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile Food Units must completely retain their mobility at all times. A mobile food unit does not include a stand or a booth. A roadside food vendor is classified as a MFU.

Mobile food unit - additional permit means a mobile food unit operated by an existing permitted food establishment that provides an additional source of food service and also includes multiple mobile food units operated by the same owner. The owner is legally considered to be the person holding the food establishment's permit or the food permit(s) for the multiple mobile food units.

Nonprofit organization means an incorporated organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. Nonprofit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Person in charge means the individual present in a food service establishment who is the apparent supervisor of the food service establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present is the person in charge.

Public property. The term "public property" shall mean any property open or devoted to public use or owned by the city, including, but not limited to, sidewalks, streets, rights-of-way, parks, and municipal buildings. This definition does not include property owned by any county entity.

Public rights-of-way. The term "public rights-of-way" shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, waterway, easement, or similar property in which the city or the State of Texas now or hereafter holds any property interest.

Regulatory authority means the City of Angleton, Texas.

Roadside Food Vendor means a person who operates a mobile retail food store from a temporary location adjacent to a public road or highway. Food is not prepared or processed by a roadside food vendor. Roadside food vendors are classified as mobile food units.

Temporary food establishment is a food establishment that operates for a period of no more than 14 consecutive days in conjunction with a single event or celebration. This may include a stand or a booth.

Texas Food Establishment Rules ("TFER") means the rules promulgated by the Texas Department of State Health Services with an effective date of October 11, 2015, and set forth in 25 Texas Administrative Code, Chapter 228, Subchapters A—J, and as such rules may be hereafter amended.

Time/temperature control for safety food (TCS) means a food that requires time/temperature control for safety to limit pathogenic microorganism growth or toxin formation.

Sec. 8.5-10. Required.

- (a) *Required permit.* A food establishment, caterer, temporary food establishment, mobile food unit, child care center or group residence that provides food service shall only be operated

with a valid permit issued by the city. Permits are not transferable from place to place or person to person, except that, mobile food service establishments may retain the same license when moving from place to place as long as the vehicle remains the same. A valid permit shall be posted in public view in every establishment. Each and every food establishment, whether under one roof or not, shall be considered a separate establishment, and a permit must be obtained for each establishment. Each such establishment is subject to the requirements in this chapter. A valid permit must be posted at a clearly visible and accessible location near the entrance, or part of the premises most commonly approached by the public, of every food establishment regulated by this chapter. A permit is not required for the operation of a beverage stand operated by a child age 17 or under. Additional requirements for a mobile food unit permit are listed below in section.

(b) *Filing of application.* Any person desiring to operate an establishment covered by this article shall make written application and pay the nonrefundable fee set out section 8.5-12, or as amended or stipulated in fee schedule approved by city council. Such application shall include, but not be limited to, the following:

- (1) The applicant's full name, post office address and street address;
- (2) Whether such applicant is an individual, firm or corporation and, if a partnership, the name of each partner and his address;
- (3) The location and type of the proposed food service establishment;
- ~~(4)~~ (i) if the permit is for a mobile food unit, in addition to the requirements listed in this section, the application must include: Dates of event for the food service establishment;

(A) type of vehicle to be used for the proposed mobile food unit;

(B) a menu listing of all food items to be sold;

delete the e

(C) a notarized statement from the owner of a central preparation facility stating the mobile food unit uses the facility as its base of operation; and

(D) a copy of the most recent health inspection of the central preparation facility which must be maintained on the mobile unit at all times.

(E) Dates of event for the food service establishment

~~(54)~~ The signature of the applicant; and

~~(65)~~ All other information deemed necessary by the city.

~~(e)€~~ *Texas Food Establishment Rules.* All of the food uses described in this article shall be governed by all applicable Texas Food Establishment Rules.

(d) *Filing of a food manager certificate.* A copy of the certified food manager certificate must be submitted with the license application or renewal.

(e) *Exemption.* Temporary food establishments and establishments that serve, sell, or distribute only prepackaged non-TCS foods are exempt from this section.

(f) *Inspection.* After the application has been submitted and all fees paid, the regulatory authority shall inspect the food service establishment for compliance with this chapter. If the establishment complies with this chapter, the regulatory authority shall issue the license.

Mobile food units must comply with all requirements listed under 25 Texas Administration Code 288.221 and under Article V of this Chapter, as amended.

- (g) *Administrative rules.* The city manager reserves the right to develop checklists, application forms, and other forms as necessary to administer the requirements of this article.

Sec. 8.5-11. Duration.

Permits shall be issued annually and shall extend from the date of issuance or renewal, as applicable. Annual renewal applications must be submitted at least 30 days prior to the expiration date of the permit. A permit shall be issued only if the establishment is in complete compliance with this chapter.

A mobile food unit (commonly known as a "food truck") permit shall be issued on an annual basis. A MFU that operates for a period of no more than three consecutive days in conjunction with a single event or celebration may obtain a temporary food establishment permit instead of a mobile food unit permit, however, a temporary food establishment permit may not be used in the place of a mobile food unit permit if the operator intends to operate their mobile food unit outside of a single event.

Sec. 8.5-20. Annual inspections, reinspections, and new inspections.

- (a) The city shall inspect each food establishment, including mobile food units, within the City of Angleton routinely on an annual basis, or as often as necessary to enforce this chapter.

Sec. 8.5-62. Mobile food establishments; generally.

- (a) *General requirements.*

- (1) *Designation of a central preparation facility.* Mobile food service establishments, including caterers and mobile food units that serve TCS foods shall operate from a central preparation facility, commissary, or other fixed food service establishment that is permitted and regularly inspected by the city or some other regulatory authority.
- (2) *Central preparation facility authorization.* A signed letter of authorization is required, to verify the facility use and to confirm that food and drink items will be provided to the operator for sale if the central preparation facility is not owned by the mobile unit operator.
- (3) *Central preparation facility inspection report.* A copy of the most current health inspection of the central preparation facility must be maintained on the mobile unit at all times.
- (4) *Food preparation.* Food prepared in a private home may not be used or offered for human consumption from a mobile food service establishment.
- (5) *Vehicle registration and insurance.* Mobile food service establishments must comply with all state and local laws pertaining to vehicle registration and insurance.
- (6) *Certified food manager.* Mobile food service establishments must have a certified food manager on site when preparing or selling food. Limited service mobile food units, as classified below, are exempt from this requirement.

(7) *Readily Movable.* Mobile food units must be mobile at all times. A MFU shall not be set on cinder blocks, have any flat tires, or be permanently attached to any outside equipment unless the equipment is for the specific purpose of fixing said MFU to make it readily movable once again.

Sec. 8.5-63. Unrestricted and restricted mobile food unit regulations.

(a) *Unrestricted mobile food units.* The following requirements apply to all unrestricted mobile food units:

(1) *Location.* Unrestricted mobile food ~~establishments~~units may operate at the following locations:

- a. At any construction site in any zoning districts as a mobile meal and snack commissary with periodic brief stops at construction sites;
- b. At school and church carnivals, special event, or conferences;
- c. At any catered event;
- d. On properties zoned Commercial-General (C-G), Commercial/Office Retail (C-OR), Central Business District (CBD), and Light Industrial (LI); and
- e. At public parks and other public facilities, subject to the approval of the parks and recreation director, city manager, as applicable, or their designee, and upon the execution of an agreement that would indemnify the City of Angleton and would assign the operator responsibility for any damages that may occur to city property, facilities, and to the health and well-being of the general public.

f. At a mobile food court in compliance with the zoning requirements in subsection (a)(1)(d) of this section.

(2) *Operation.*

a. Mobile Food Units may operate Monday through Saturday at any time except between the hours of 11pm-5am, subject to the restrictions in section (a)(1) of this section.

INCLUDE SUNDAYS



b. A mobile food unit must have a **written agreement** from a business within 150 feet for employees of the mobile food unit to have use of flushable restrooms (or other facilities as approve by the city) during hours of operation.

FORMAL OR INFORMAL AGREEMENT?



c. All mobile food units must be removed daily, unless otherwise stated in this subsection, and report to their central preparation facility for daily supplying, cleaning, or servicing operations.

(3) *Duration of events.* Unrestricted mobile food units ~~establishments~~ are generally classified as a temporary use, except as specified below permitted to operate under a temporary food establishment permit must operate in accordance with the following:

- a. Events may last for up to five hours before being removed from the site and are permitted for up to ~~two~~three days per week; unless the exception criteria spelled out below are applicable;



- b. The unit must be removed from the site daily and may not become a permanent use unless the use complies with all subdivision and zoning requirements that would regulate the establishment of a permanent use;
- c. The only exceptions to the duration of event requirements are:
 - 1. A multi-day special event hosted by the City of Angleton, or by a church, a school, or a charitable organization, subject to the approval of a site plan that demonstrates that a multi-day event can be conducted in a manner that would comply with all requirements of this article and not disrupt adjoining businesses or properties; and
 - 2. At a block party, a special street event conducted in a public right-of-way upon, a national holiday, or at any other function that is not expressly permitted in this article by the city council.

(b) *Restricted mobile food units* shall be subject to:

- (1) All of the requirements set out in section 8.5-63, subsection (a), with respect to location, operating hours, duration, and approval criteria.
- (2) All of the requirements set out in section 8.5-63, subsection (a)(4)d, fire protection requirements for unrestricted mobile food units, shall be applicable to the degree that they pertain to the operation of any restricted mobile food units.

■

“Exhibit B”

Secs. 8.5-66. Mobile Food Courts.

(a) Mobile Food Court Requirements.

(1) Mobile food court site shall be designed and intended for the use of mobile food units as the primary use of the property.

(2) Each site at the mobile food court on which a mobile food unit will be located and operated shall be provided hookups for electricity and potable water. Each individual food truck is not permitted to operate a generator at the site unless emergency circumstances necessitate the need for the use of a generator on a temporary basis not to exceed two hours within any given six-hour period of time.

(3) Permanent restrooms located within a permitted building or structure must be provided on-site within the food truck court for the use of the mobile food unit’s and the mobile food court's customers, operators and employees. Alternatively, the mobile food court may have a written agreement from a business within 150 feet for use of flushable restrooms (or other facilities as approved by the city). A written agreement must be on file with the City.

a. All restrooms must be kept in sanitary and healthy conditions and must be equipped with sinks, soap, paper towels, toilet paper and running water. Such restroom(s) must remain open and available for use at all times during which the mobile food court is being used.

FORMAL OR
INFORMAL
AGREEMENT?

(4) The owner of the mobile food court and the operator of a mobile food unit must enter into a **written agreement** for the use of the mobile food court. Said agreement must be filed with the City prior to the mobile food unit’s operation in the mobile food court.

(5) Mobile food courts shall only be allowed to engage in sales operations **Monday through Sunday**, between the hours of **8:00am to 11:00 pm**, unless otherwise granted permission by the City Manager or their designee.

ARE THESE HRS CORRECT?
WAS 8PM INTENDED TO BE 8AM

(6) All mobile food units participating in a mobile food court shall remain fully mobile and operational.

(7) Mobile food courts shall be subject to the noise requirements of Chapter 13 of the Code of Ordinances and no amplified sound shall be permitted after 10:00 pm, unless otherwise granted permission by the City Manager or their designee.

(8) Mobile food courts shall provide containers of sufficient size and number for the disposal of trash and recyclables resulting from the mobile food court's operation and sales. The containers shall be identified as being for the disposal of trash and recyclables.

(9) Mobile food courts must be finished with concrete or asphaltic materials on which any mobile food trucks may park and operate. Customer parking must also be finished with concrete or asphaltic surface materials.

KALICHI IS PROHIBITED BY CITY CODE. COULD THIS BE REVISED TO ALLOW AN EXCEPTION FOR FOOD COURTS TO BE LESS RESTRICTIVE? THE IDEA IS TO DRUM UP MORE FOOD TRUCK PRESENCE, THEREFORE A SOLUTION MAY BE USE OF PAVERS THAT ALLOW GRASS GROWTH OR SOME OTHER HYBRID SOLUTION THAT WILL NOT REQUIRE DRAINAGE DETENTION.

a. Parking lots, designed with compacted crushed stone or pervious pavers, satisfying the requirement of the apron within the public right of way being paved, in compliance with Section 8.5-66 (a) 9, may be submitted to the Director of Development Services for review and approval, as alternative parking surfacing for seasonal mobile food courts operating nine (9) months or less per year.

(10) Mobile food units shall be separated from existing buildings, parking lots and other mobile food units by a minimum of ten (10) feet, or as otherwise determined by the Fire Marshal.

(11) Mobile food courts must adhere to the City's zoning and commercial regulations.

(12) Any permanent structure will require a site plan amendment, building permit and be subject to any applicable ordinances and regulations.

(13) Seating for customers may be provided but may not be within 10 feet of any road, parked cars, structures on the property or mobile food units.

IS REQUIREMENT OF A PERMANENT STRUCTURE A STATUTORY REQUIREMENT?

(b) Inspections. Mobile food courts and mobile food units operating on the property may be inspected from time to time by appropriate city personnel. Mobile food courts and mobile food units shall immediately be made available for inspection upon request of such city personnel.

(c) Alcohol. No alcohol sales shall be permitted on the property unless a permanent structure is constructed on the property and is in compliance with all TABC, zoning and food establishments rules, in addition to any other requirements as determined by the City Manager or their designee.

(d) Permits. Each mobile food court shall be required to receive a permit to operate from the City Manager or their designee. As part of the request for a permit, the following information, at a minimum, shall be provided:

(1) The name and address of the owner and operator;

(2) A legal description of the property to be used as a mobile food court;

(3) If the applicant represents a corporation, association, partnership or any other business entity, the names and addresses of the officers, partners or principals;

(4) The address and name under which the mobile food court will be operated; and

(5) Any other information reasonably required by the City Manager or their designee to document the use and operation of the mobile food court.

(e) Duration of Permit. A permit to operate a mobile food court shall remain valid only up to a maximum of six (6) months unless otherwise granted written permission from the City Manager or their designee. A mobile food court permit may be revoked at any time prior to its expiration for failure to adhere to any and all required city, county, state or federal laws and ordinances or for any other reason the City Manager or their designee believes to be in the best interest of the public health, safety and welfare of its citizens.

(f) Responsibility of Owner. Mobile food courts shall be responsible for identifying and obtaining all applicable permits and shall be responsible for conforming to all applicable city, county, state and federal regulations. The owners of the mobile food courts shall be responsible for ensuring

that any mobile food unit which operates as part of the mobile food court obtains all necessary permits prior to operation and conforms to all applicable city, county, state and federal regulations.

Sec. 8.5-67—8.5-79. Reserved.

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, BY AMENDING AND REVISING CHAPTER 8.5 FOOD AND FOOD ESTABLISHMENTS ARTICLE I. IN GENERAL, SECTION 8.5-2. DEFINITIONS, ARTICLE II. PERMIT, SECTION 8.5-10. REQUIRED, SECTION 8.5-11. DURATION, ARTICLE III. INSPECTIONS, SECTION 8.5-20. ANNUAL INSPECTIONS, REINSPECTIONS, AND NEW INSPECTIONS, ARTICLE V. TEMPORARY AND MOBILE FOOD ESTABLISHMENTS, SECTION 8.5-62. MOBILE FOOD ESTABLISHMENTS; GENERALLY, AND SEC.8.5-63. UNRESTRICTED AND RESTRICTED MOBILE FOOD UNIT REGULATIONS AS CONTAINED IN “EXHIBIT A”; ADOPTING SEC 8.5-66. MOBILE FOOD COURTS AS CONTAINED IN “EXHIBIT B”; PROVIDING FOR THE REGULATION OF FOOD AND FOOD ESTABLISHMENTS; 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 revise Chapter 8.5 Food and Food Establishments, Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally and Sec.8.5-63. Unrestricted and Restricted Mobile Food Unit Regulations and adopt the amended ordinances as contained in “Exhibit A”; 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 adopt Chapter 8.5 Food and Food Establishments, Article V. Temporary and Mobile Food Unit Establishments, Section 8.5-66 Mobile Food Courts as contained in “Exhibit B”; 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 8.5 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 8.5 Food and Food Establishments, Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally and Sec.8.5-63. Unrestricted and Restricted Mobile Food Unit Regulations are hereby amended and revised to read as contained in “Exhibit A”.

SECTION 3. The City of Angleton adopts Chapter 8.5 Food and Food Establishments, Article V. Temporary and Mobile Food Unit Establishments, Section 8.5-66 Mobile Food Courts as contained in “Exhibit B”.

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 13TH DAY OF DECEMBER, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

“EXHIBIT A”

Sec. 8.5-2. Definitions.

For purposes of this chapter, the words, terms and phrases set forth in the Texas Food Establishment Rules (TFER) as definitions shall have the meanings set forth therein. Additionally, the following words, terms and phrases shall have the meanings set forth below except where the context clearly indicates a different meaning:

Authorized agent or employee means an employee(s) of the City of Angleton.

Caterer means any person or entity that transports complete meals from an approved establishment to another location for consumption but shall not include persons operating restaurants that routinely deliver food on order or persons that deliver a product or distribute a product to vending machines.

Commissary or central preparation facility means a facility that mobile food service establishments use to dispose of waste and to obtain supplies.

Food establishment or food service establishment means an operation that stores, prepares packages, serves, vends, or otherwise provides food for human consumption as follows:

- (1) A restaurant, retail food store, satellite or catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, ending location, (machine), self-service food market, conveyance used to transport people, institution, or food bank;
- (2) An establishment that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout order, or delivery service that is provided by common carriers; and
- (3) Includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority and an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on- or off-premises; and regardless of whether there is a charge for the food.
- (4) Food establishment does not include an establishment that offers only prepackaged foods that are not time/temperature controlled for safety food, a produce stand that only offers whole, uncut fresh fruits and vegetables, a food processing plant, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, a bed and breakfast limited facility as defined in the TFER, or a private home that receives catered or home-delivered food.

Mobile food court means a property used or developed to accommodate one or more food trucks as the primary use of the property while possibly accommodating areas on the property for entertainment or recreational opportunities. This definition shall not be interpreted to include a congregation of mobile food vendors as a secondary use, accessory use, or temporary use (less than 30 days).

Mobile food unit (MFU) means a vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to, catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile Food Units must completely retain their mobility at all times. A mobile food unit does not include a stand or a booth. A roadside food vendor is classified as a MFU.

Mobile food unit - additional permit means a mobile food unit operated by an existing permitted food establishment that provides an additional source of food service and also includes multiple mobile food units operated by the same owner. The owner is legally considered to be the person holding the food establishment's permit or the food permit(s) for the multiple mobile food units.

Nonprofit organization means an incorporated organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. Nonprofit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Person in charge means the individual present in a food service establishment who is the apparent supervisor of the food service establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present is the person in charge.

Public property. The term "public property" shall mean any property open or devoted to public use or owned by the city, including, but not limited to, sidewalks, streets, rights-of-way, parks, and municipal buildings. This definition does not include property owned by any county entity.

Public rights-of-way. The term "public rights-of-way" shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, waterway, easement, or similar property in which the city or the State of Texas now or hereafter holds any property interest.

Regulatory authority means the City of Angleton, Texas.

Roadside Food Vendor means a person who operates a mobile retail food store from a temporary location adjacent to a public road or highway. Food is not prepared or processed by a roadside food vendor. Roadside food vendors are classified as mobile food units.

Temporary food establishment is a food establishment that operates for a period of no more than 14 consecutive days in conjunction with a single event or celebration. This may include a stand or a booth.

Texas Food Establishment Rules ("TFER") means the rules promulgated by the Texas Department of State Health Services with an effective date of October 11, 2015, and set forth in 25 Texas Administrative Code, Chapter 228, Subchapters A—J, and as such rules may be hereafter amended.

Time/temperature control for safety food (TCS) means a food that requires time/temperature control for safety to limit pathogenic microorganism growth or toxin formation.

Sec. 8.5-10. Required.

- (a) *Required permit.* A food establishment, caterer, temporary food establishment, mobile food unit, child care center or group residence that provides food service shall only be operated

with a valid permit issued by the city. Permits are not transferable from place to place or person to person, except that, mobile food service establishments may retain the same license when moving from place to place as long as the vehicle remains the same. A valid permit shall be posted in public view in every establishment. Each and every food establishment, whether under one roof or not, shall be considered a separate establishment, and a permit must be obtained for each establishment. Each such establishment is subject to the requirements in this chapter. A valid permit must be posted at a clearly visible and accessible location near the entrance, or part of the premises most commonly approached by the public, of every food establishment regulated by this chapter. A permit is not required for the operation of a beverage stand operated by a child age 17 or under. Additional requirements for a mobile food unit permit are listed below in section.

- (b) *Filing of application.* Any person desiring to operate an establishment covered by this article shall make written application and pay the nonrefundable fee set out section 8.5-12, or as amended or stipulated in fee schedule approved by city council. Such application shall include, but not be limited to, the following:
- (1) The applicant's full name, post office address and street address;
 - (2) Whether such applicant is an individual, firm or corporation and, if a partnership, the name of each partner and his address;
 - (3) The location and type of the proposed food service establishment;
 - (4) (i) if the permit is for a mobile food unit, in addition to the requirements listed in this section, the application must include:
 - (A) type of vehicle to be used for the proposed mobile food unit;
 - (B) a menu listing of all food items to be sold;
 - (C) a notarized statement from the owner of a central preparation facility stating the mobile food unite uses the facility as its base of operation; and
 - (D) a copy of the most recent health inspection of the central preparation facility which must be maintained on the mobile unit at all times.
 - (E) Dates of event for the food service establishment
 - (5) The signature of the applicant; and
 - (6) All other information deemed necessary by the city.
- (c) *Texas Food Establishment Rules.* All of the food uses described in this article shall be governed by all applicable Texas Food Establishment Rules.
- (d) *Filing of a food manager certificate.* A copy of the certified food manager certificate must be submitted with the license application or renewal.
- (e) *Exemption.* Temporary food establishments and establishments that serve, sell, or distribute only prepackaged non-TCS foods are exempt from this section.
- (f) *Inspection.* After the application has been submitted and all fees paid, the regulatory authority shall inspect the food service establishment for compliance with this chapter. If the establishment complies with this chapter, the regulatory authority shall issue the license.

Mobile food units must comply with all requirements listed under 25 Texas Administration Code 288.221 and under Article V of this Chapter, as amended.

- (g) *Administrative rules.* The city manager reserves the right to develop checklists, application forms, and other forms as necessary to administer the requirements of this article.

Sec. 8.5-11. Duration.

Permits shall be issued annually and shall extend from the date of issuance or renewal, as applicable. Annual renewal applications must be submitted at least 30 days prior to the expiration date of the permit. A permit shall be issued only if the establishment is in complete compliance with this chapter.

A mobile food unit (commonly known as a "food truck") permit shall be issued on an annual basis. A MFU that operates for a period of no more than three consecutive days in conjunction with a single event or celebration may obtain a temporary food establishment permit instead of a mobile food unit permit, however, a temporary food establishment permit may not be used in the place of a mobile food unit permit if the operator intends to operate their mobile food unit outside of a single event.

Sec. 8.5-20. Annual inspections, reinspections, and new inspections.

- (a) The city shall inspect each food establishment, including mobile food units, within the City of Angleton routinely on an annual basis, or as often as necessary to enforce this chapter.

Sec. 8.5-62. Mobile food establishments; generally.

- (a) *General requirements.*

- (1) *Designation of a central preparation facility.* Mobile food service establishments, including caterers and mobile food units that serve TCS foods shall operate from a central preparation facility, commissary, or other fixed food service establishment that is permitted and regularly inspected by the city or some other regulatory authority.
- (2) *Central preparation facility authorization.* A signed letter of authorization is required, to verify the facility use and to confirm that food and drink items will be provided to the operator for sale if the central preparation facility is not owned by the mobile unit operator.
- (3) *Central preparation facility inspection report.* A copy of the most current health inspection of the central preparation facility must be maintained on the mobile unit at all times.
- (4) *Food preparation.* Food prepared in a private home may not be used or offered for human consumption from a mobile food service establishment.
- (5) *Vehicle registration and insurance.* Mobile food service establishments must comply with all state and local laws pertaining to vehicle registration and insurance.
- (6) *Certified food manager.* Mobile food service establishments must have a certified food manager on site when preparing or selling food. Limited service mobile food units, as classified below, are exempt from this requirement.

- (7) *Readily Movable.* Mobile food units must be mobile at all times. A MFU shall not be set on cinder blocks, have any flat tires, or be permanently attached to any outside equipment unless the equipment is for the specific purpose of fixing said MFU to make it readily movable once again.

Sec. 8.5-63. Unrestricted and restricted mobile food unit regulations.

- (a) *Unrestricted mobile food units.* The following requirements apply to all unrestricted mobile food units:
- (1) *Location.* Unrestricted mobile food units may operate at the following locations:
 - a. At any construction site in any zoning districts as a mobile meal and snack commissary with periodic brief stops at construction sites;
 - b. At school and church carnivals, special event, or conferences;
 - c. At any catered event;
 - d. On properties zoned Commercial-General (C-G), Commercial/Office Retail (C-OR), Central Business District (CBD), and Light Industrial (LI); and
 - e. At public parks and other public facilities, subject to the approval of the parks and recreation director, city manager, as applicable, or their designee, and upon the execution of an agreement that would indemnify the City of Angleton and would assign the operator responsibility for any damages that may occur to city property, facilities, and to the health and well-being of the general public.
 - f. At a mobile food court in compliance with the zoning requirements in subsection (a)(1)(d) of this section.
 - (2) *Operation.*
 - a. Mobile Food Units may operate Monday through Saturday at any time except between the hours of 11pm-5am, subject to the restrictions in section (a)(1) of this section.
 - b. A mobile food unit must have a written agreement from a business within 150 feet for employees of the mobile food unit to have use of flushable restrooms (or other facilities as approve by the city) during hours of operation.
 - c. All mobile food units must be removed daily, unless otherwise stated in this subsection, and report to their central preparation facility for daily supplying, cleaning, or servicing operations.
 - (3) *Duration of events.* Unrestricted mobile food units permitted to operate under a temporary food establishment permit must operate in accordance with the following:
 - a. Events may last for up to five hours before being removed from the site and are permitted for up to three days per week; unless the exception criteria spelled out below are applicable;

- b. The unit must be removed from the site daily and may not become a permanent use unless the use complies with all subdivision and zoning requirements that would regulate the establishment of a permanent use;
 - c. The only exceptions to the duration of event requirements are:
 - 1. A multi-day special event hosted by the City of Angleton, or by a church, a school, or a charitable organization, subject to the approval of a site plan that demonstrates that a multi-day event can be conducted in a manner that would comply with all requirements of this article and not disrupt adjoining businesses or properties; and
 - 2. At a block party, a special street event conducted in a public right-of-way upon, a national holiday, or at any other function that is not expressly permitted in this article by the city council.
- (b) *Restricted mobile food units* shall be subject to:
- (1) All of the requirements set out in section 8.5-63, subsection (a), with respect to location, operating hours, duration of events, and approval criteria.
 - (2) All of the requirements set out in section 8.5-63, subsection (a)(4)d, fire protection requirements for unrestricted mobile food units, shall be applicable to the degree that they pertain to the operation of any restricted mobile food units.

“Exhibit B”

Secs. 8.5-66. Mobile Food Courts.

(a) Mobile Food Court Requirements.

- (1) Mobile food court site shall be designed and intended for the use of mobile food units as the primary use of the property.
- (2) Each site at the mobile food court on which a mobile food unit will be located and operated shall be provided hookups for electricity and potable water. Each individual food truck is not permitted to operate a generator at the site unless emergency circumstances necessitate the need for the use of a generator on a temporary basis not to exceed two hours within any given six-hour period of time.
- (3) Permanent restrooms located within a permitted building or structure must be provided on-site within the food truck court for the use of the mobile food unit's and the mobile food court's customers, operators and employees. Alternatively, the mobile food court may have a written agreement from a business within 150 feet for use of flushable restrooms (or other facilities as approved by the city). A written agreement must be on file with the City.
 - a. All restrooms must be kept in sanitary and healthy conditions and must be equipped with sinks, soap, paper towels, toilet paper and running water. Such restroom(s) must remain open and available for use at all times during which the mobile food court is being used.
- (4) The owner of the mobile food court and the operator of a mobile food unit must enter into a written agreement for the use of the mobile food court. Said agreement must be filed with the City prior to the mobile food unit's operation in the mobile food court.
- (5) Mobile food courts shall only be allowed to engage in sales operations Monday through Sunday, between the hours of 8:00am to 11:00 pm, unless otherwise granted permission by the City Manager or their designee.
- (6) All mobile food units participating in a mobile food court shall remain fully mobile and operational.
- (7) Mobile food courts shall be subject to the noise requirements of Chapter 13 of the Code of Ordinances and no amplified sound shall be permitted after 10:00 pm, unless otherwise granted permission by the City Manager or their designee.
- (8) Mobile food courts shall provide containers of sufficient size and number for the disposal of trash and recyclables resulting from the mobile food court's operation and sales. The containers shall be identified as being for the disposal of trash and recyclables.
- (9) Mobile food courts must be finished with concrete or asphaltic materials on which any mobile food trucks may park and operate. Customer parking must also be finished with concrete or asphaltic surface materials.

a. Parking lots, designed with compacted crushed stone or pervious pavers, satisfying the requirement of the apron within the public right of way being paved, in compliance with Section 8.5-66 (a) 9, may be submitted to the Director of Development Services for review and approval, as alternative parking surfacing for seasonal mobile food courts operating nine (9) months or less per year.

(10) Mobile food units shall be separated from existing buildings, parking lots and other mobile food units by a minimum of ten (10) feet, or as otherwise determined by the Fire Marshal.

(11) Mobile food courts must adhere to the City's zoning and commercial regulations.

(12) Any permanent structure will require a site plan amendment, building permit and be subject to any applicable ordinances and regulations.

(13) Seating for customers may be provided but may not be within 10 feet of any road, parked cars, structures on the property or mobile food units.

(b) *Inspections.* Mobile food courts and mobile food units operating on the property may be inspected from time to time by appropriate city personnel. Mobile food courts and mobile food units shall immediately be made available for inspection upon request of such city personnel.

(c) *Alcohol.* No alcohol sales shall be permitted on the property unless a permanent structure is constructed on the property and is in compliance with all TABC, zoning and food establishments rules, in addition to any other requirements as determined by the City Manager or their designee.

(d) *Permits.* Each mobile food court shall be required to receive a permit to operate from the City Manager or their designee. As part of the request for a permit, the following information, at a minimum, shall be provided:

- (1) The name and address of the owner and operator;
- (2) A legal description of the property to be used as a mobile food court;
- (3) If the applicant represents a corporation, association, partnership or any other business entity, the names and addresses of the officers, partners or principals;
- (4) The address and name under which the mobile food court will be operated; and
- (5) Any other information reasonably required by the City Manager or their designee to document the use and operation of the mobile food court.

(e) *Duration of Permit.* A permit to operate a mobile food court shall remain valid only up to a maximum of six (6) months unless otherwise granted written permission from the City Manager or their designee. A mobile food court permit may be revoked at any time prior to its expiration for failure to adhere to any and all required city, county, state or federal laws and ordinances or for any other reason the City Manager or their designee believes to be in the best interest of the public health, safety and welfare of its citizens.

Responsibility of Owner. Mobile food courts shall be responsible for identifying and obtaining all applicable permits and shall be responsible for conforming to all applicable city, county, state and federal regulations.

The owners of the mobile food courts shall be responsible for ensuring that any mobile food unit which operates as part of the mobile food court obtains all necessary permits prior to operation and conforms to all applicable city, county, state and federal regulations.

Sec. 8.5-67—8.5-79. Reserved.



CITY COUNCIL AGENDA ITEM SUMMARY FORM

MEETING DATE: December 13, 2022

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

AGENDA CONTENT: Discussion and possible action on an Ordinance amending the Code of Ordinances of the City of Angleton, Texas, by amending and revising Chapter 8.5 Food and Food Establishments Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally, and Sec.8.5-63. Unrestricted And Restricted Mobile Food Unit Regulations as contained in “Exhibit A”; Adopting Sec 8.5-66. Mobile Food Courts as contained in “Exhibit B”; providing for the regulation of food and food establishments; providing a penalty; providing for severability; providing for repeal; and providing an effective date.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: At the request of the City Manager, Staff is introducing text amendment changes to the Food Truck Ordinance for consideration. This will enable greater flexibility for food truck permits in the City of Angleton. Food Truck Courts is also addressed for your consideration, as we are experiencing an increase in interest and demand for more flexibility in mobile food unit vending.

BACKGROUND AND HISTORY:

City Council Discussion and Feedback: April 26, 2022.

City Manager Chris Whitaker and Judith ElMasri, City Attorney presented the item for discussion to City Council. Details on duration of permits was discussed and measures for provided for solidity in scheduling was discussed. Parking/Surfacing requirements, dining/seating, noise impact and abatement, lighting and security, restroom definitions and requirements (permanent), access to a commercial kitchen were discussed.

Town Hall: Food Court Ordinance: June 28, 2022

At this meeting, City leadership staff gathered input from community stakeholders and the City's mobile food truck businesses to explore proposed amendments and revisions to the Angleton Code of Ordinances Chapter 8.5 – Food and Food Establishments. The proposed re-write of the existing Food Truck Ordinance enables greater flexibility for food truck permits and addresses consideration of food truck courts. Public input on the proposed ordinance was gathered by City staff members and presented to the City Council for consideration and we are now seeking possible action and adoption of the new guidelines.

Link to the Town Hall Meeting (6/28/2022) video can be accessed here:

<https://angletontx.new.swagit.com/videos/176488?ts=2>

Summary of Public Comments/Notes:

- Present were business owners, Council Representation, City Manager, and D.S. staff including the Health Department.
- Defined: Food Courts involving food trucks
- Stipulations with drink standards
- Easier to obtain and maintain permits for a longer duration
- Allowance for flexibility in business hours.
- Roadside food vendor was defined.
- Section 8.5-10: A permit is not required for a beverage stand for a child age 17 or under.
- Operating on (M-S); Sundays was considered and added.
- Restroom written agreement if business is within 150 ft., during hours of operation.
- New regulations for Mobile Food Courts are proposed.
 1. Hookups for electricity and potable water.
 2. Restroom provision
 3. Not allowed on blocks
 4. Subject to the Noise Requirements
 5. Trash/Waste disposal
 6. Parking lots must be concrete or asphalt
 7. Unit separation by 10 Feet.
 8. Food Court use has to be within allowable restaurant zoning district
 9. Site Plan requirements; City Council appeal process.
 10. Seating (Setback requirements of 10 ft.).
 11. MFU will be inspected and permitted. (6 months)
 12. Alcohol sales within a permit building per TABC requirements.



Text Amendment Summary of Changes:

Food Court and Road Food Vendor terms are now defined in the definitions Section 8.5-2 (See Exhibit A) as follows:

Mobile food court means a property used or developed to accommodate one or more food trucks as the primary use of the property while possibly accommodating areas on the property for entertainment or recreational opportunities. This definition shall not be interpreted to include a congregation of mobile food vendors as a secondary use, accessory use, or temporary use (less than 30 days).

Roadside Food Vendor means a person who operates a mobile retail food store from a temporary location adjacent to a public road or highway. Food is not prepared or processed by a roadside food vendor. Roadside food vendors are classified as mobile food units (MFU).

Secs. 8.5-66. Mobile Food Courts (Added Section, See Exhibit B)

(a) Mobile Food Court Requirements.

(1) Mobile food court site shall be designed and intended for the use of mobile food units as the primary use of the property.

Items 1-12 outlined above in this report are detailed in Exhibit B.

P&Z COMMISSION RECOMMENDATION: The Planning and Zoning Commission conduct the public hearing on December 1, 2022, receive public comments and feedback, and adopted this as its final report to approve the proposed Mobile Food Unit/Court text amendments and forwarded to city council for approval subject to the recommended changes or conditions.

RECOMMENDATION:

City Council should adopt the ordinance amending and revising Chapter 8.5 Food and Food Establishments Article I. and the noted subsections in this report for the regulation of food and mobile food establishment and mobile food courts.

ORDINANCE NO. 20221213-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, BY AMENDING AND REVISING CHAPTER 8.5 FOOD AND FOOD ESTABLISHMENTS ARTICLE I. IN GENERAL, SECTION 8.5-2. DEFINITIONS, ARTICLE II. PERMIT, SECTION 8.5-10. REQUIRED, SECTION 8.5-11. DURATION, ARTICLE III. INSPECTIONS, SECTION 8.5-20. ANNUAL INSPECTIONS, REINSPECTIONS, AND NEW INSPECTIONS, ARTICLE V. TEMPORARY AND MOBILE FOOD ESTABLISHMENTS, SECTION 8.5-62. MOBILE FOOD ESTABLISHMENTS; GENERALLY, AND SEC.8.5-63. UNRESTRICTED AND RESTRICTED MOBILE FOOD UNIT REGULATIONS AS CONTAINED IN “EXHIBIT A”; ADOPTING SEC 8.5-66. MOBILE FOOD COURTS AS CONTAINED IN “EXHIBIT B”; PROVIDING FOR THE REGULATION OF FOOD AND FOOD ESTABLISHMENTS; 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 revise Chapter 8.5 Food and Food Establishments, Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally and Sec.8.5-63. Unrestricted and Restricted Mobile Food Unit Regulations and adopt the amended ordinances as contained in “Exhibit A”; 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 adopt Chapter 8.5 Food and Food Establishments, Article V. Temporary and Mobile Food Unit Establishments, Section 8.5-66 Mobile Food Courts as contained in “Exhibit B”; 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 8.5 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 8.5 Food and Food Establishments, Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally and Sec.8.5-63. Unrestricted and Restricted Mobile Food Unit Regulations are hereby amended and revised to read as contained in “Exhibit A”.

SECTION 3. The City of Angleton adopts Chapter 8.5 Food and Food Establishments, Article V. Temporary and Mobile Food Unit Establishments, Section 8.5-66 Mobile Food Courts as contained in “Exhibit B”.

SECTION 4. 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 5. 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 6. 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 7. That this Ordinance shall be effective and in full force immediately upon its adoption.

PASSED AND APPROVED THIS THE 13TH DAY OF DECEMBER, 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

“EXHIBIT A”

Sec. 8.5-2. Definitions.

For purposes of this chapter, the words, terms and phrases set forth in the Texas Food Establishment Rules (TFER) as definitions shall have the meanings set forth therein. Additionally, the following words, terms and phrases shall have the meanings set forth below except where the context clearly indicates a different meaning:

Authorized agent or employee means an employee(s) of the City of Angleton.

Caterer means any person or entity that transports complete meals from an approved establishment to another location for consumption but shall not include persons operating restaurants that routinely deliver food on order or persons that deliver a product or distribute a product to vending machines.

Commissary or central preparation facility means a facility that mobile food service establishments use to dispose of waste and to obtain supplies.

Food establishment or food service establishment means an operation that stores, prepares packages, serves, vends, or otherwise provides food for human consumption as follows:

- (1) A restaurant, retail food store, satellite or catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, ending location, (machine), self-service food market, conveyance used to transport people, institution, or food bank;
- (2) An establishment that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout order, or delivery service that is provided by common carriers; and
- (3) Includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority and an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on- or off-premises; and regardless of whether there is a charge for the food.
- (4) Food establishment does not include an establishment that offers only prepackaged foods that are not time/temperature controlled for safety food, a produce stand that only offers whole, uncut fresh fruits and vegetables, a food processing plant, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, a bed and breakfast limited facility as defined in the TFER, or a private home that receives catered or home-delivered food.

Mobile food court means a property used or developed to accommodate one or more food trucks as the primary use of the property while possibly accommodating areas on the property for entertainment or recreational opportunities. This definition shall not be interpreted to include a congregation of mobile food vendors as a secondary use, accessory use, or temporary use (less than 30 days).

Mobile food unit (MFU) means a vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to, catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile Food Units must completely retain their mobility at all times. A mobile food unit

does not include a stand or a booth. A roadside food vendor is classified as a MFU.

Mobile food unit - additional permit means a mobile food unit operated by an existing permitted food establishment that provides an additional source of food service and also includes multiple mobile food units operated by the same owner. The owner is legally considered to be the person holding the food establishment's permit or the food permit(s) for the multiple mobile food units.

Nonprofit organization means an incorporated organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. Nonprofit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Person in charge means the individual present in a food service establishment who is the apparent supervisor of the food service establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present is the person in charge.

Public property. The term "public property" shall mean any property open or devoted to public use or owned by the city, including, but not limited to, sidewalks, streets, rights-of-way, parks, and municipal buildings. This definition does not include property owned by any county entity.

Public rights-of-way. The term "public rights-of-way" shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, waterway, easement, or similar property in which the city or the State of Texas now or hereafter holds any property interest.

Regulatory authority means the City of Angleton, Texas.

Roadside Food Vendor means a person who operates a mobile retail food store from a temporary location adjacent to a public road or highway. Food is not prepared or processed by a roadside food vendor. Roadside food vendors are classified as mobile food units.

Temporary food establishment is a food establishment that operates for a period of no more than 14 consecutive days in conjunction with a single event or celebration. This may include a stand or a booth.

Texas Food Establishment Rules ("TFER") means the rules promulgated by the Texas Department of State Health Services with an effective date of October 11, 2015, and set forth in 25 Texas Administrative Code, Chapter 228, Subchapters A—J, and as such rules may be hereafter amended.

Time/temperature control for safety food (TCS) means a food that requires time/temperature control for safety to limit pathogenic microorganism growth or toxin formation.

Sec. 8.5-10. Required.

- (a) *Required permit.* A food establishment, caterer, temporary food establishment, mobile food unit, child care center or group residence that provides food service shall only be operated

with a valid permit issued by the city. Permits are not transferable from place to place or person to person, except that, mobile food service establishments may retain the same license when moving from place to place as long as the vehicle remains the same. A valid permit shall be posted in public view in every establishment. Each and every food establishment,

whether under one roof or not, shall be considered a separate establishment, and a permit must be obtained for each establishment. Each such establishment is subject to the requirements in this chapter. A valid permit must be posted at a clearly visible and accessible location near the entrance, or part of the premises most commonly approached by the public, of every food establishment regulated by this chapter. A permit is not required for the operation of a beverage stand operated by a child age 17 or under. Additional requirements for a mobile food unit permit are listed below in section.

- (b) *Filing of application.* Any person desiring to operate an establishment covered by this article shall make written application and pay the nonrefundable fee set out section 8.5-12, or as amended or stipulated in fee schedule approved by city council. Such application shall include, but not be limited to, the following:
- (1) The applicant's full name, post office address and street address;
 - (2) Whether such applicant is an individual, firm or corporation and, if a partnership, the name of each partner and his address;
 - (3) The location and type of the proposed food service establishment;
 - (4) (i) if the permit is for a mobile food unit, in addition to the requirements listed in this section, the application must include:
 - (A) type of vehicle to be used for the proposed mobile food unit;
 - (B) a menu listing of all food items to be sold;
 - (C) a notarized statement from the owner of a central preparation facility stating the mobile food unite uses the facility as its base of operation; and
 - (D) a copy of the most recent health inspection of the central preparation facility which must be maintained on the mobile unit at all times.
 - (E) Dates of event for the food service establishment
 - (5) The signature of the applicant; and
 - (6) All other information deemed necessary by the city.
- (c) *Texas Food Establishment Rules.* All of the food uses described in this article shall be governed by all applicable Texas Food Establishment Rules.
- (d) *Filing of a food manager certificate.* A copy of the certified food manager certificate must be submitted with the license application or renewal.
- (e) *Exemption.* Temporary food establishments and establishments that serve, sell, or distribute only prepackaged non-TCS foods are exempt from this section.
- (f) *Inspection.* After the application has been submitted and all fees paid, the regulatory authority shall inspect the food service establishment for compliance with this chapter. If the establishment complies with this chapter, the regulatory authority shall issue the license.

Mobile food units must comply with all requirements listed under 25 Texas Administration Code 288.221 and under Article V of this Chapter, as amended.

- (g) *Administrative rules.* The city manager reserves the right to develop checklists, application forms, and other forms as necessary to administer the requirements of this

article.

Sec. 8.5-11. Duration.

Permits shall be issued annually and shall extend from the date of issuance or renewal, as applicable. Annual renewal applications must be submitted at least 30 days prior to the expiration date of the permit. A permit shall be issued only if the establishment is in complete compliance with this chapter.

A mobile food unit (commonly known as a "food truck") permit shall be issued on an annual basis. A MFU that operates for a period of no more than three consecutive days in conjunction with a single event or celebration may obtain a temporary food establishment permit instead of a mobile food unit permit, however, a temporary food establishment permit may not be used in the place of a mobile food unit permit if the operator intends to operate their mobile food unit outside of a single event.

Sec. 8.5-20. Annual inspections, reinspections, and new inspections.

- (a) The city shall inspect each food establishment, including mobile food units, within the City of Angleton routinely on an annual basis, or as often as necessary to enforce this chapter.

Sec. 8.5-62. Mobile food establishments; generally.

- (a) *General requirements.*

- (1) *Designation of a central preparation facility.* Mobile food service establishments, including caterers and mobile food units that serve TCS foods shall operate from a central preparation facility, commissary, or other fixed food service establishment that is permitted and regularly inspected by the city or some other regulatory authority.
- (2) *Central preparation facility authorization.* A signed letter of authorization is required, to verify the facility use and to confirm that food and drink items will be provided to the operator for sale if the central preparation facility is not owned by the mobile unit operator.
- (3) *Central preparation facility inspection report.* A copy of the most current health inspection of the central preparation facility must be maintained on the mobile unit at all times.
- (4) *Food preparation.* Food prepared in a private home may not be used or offered for human consumption from a mobile food service establishment.
- (5) *Vehicle registration and insurance.* Mobile food service establishments must comply with all state and local laws pertaining to vehicle registration and insurance.
- (6) *Certified food manager.* Mobile food service establishments must have a certified food manager on site when preparing or selling food. Limited service mobile food units, as classified below, are exempt from this requirement.
- (7) *Readily Movable.* Mobile food units must be mobile at all times. A MFU shall not be set on cinder blocks, have any flat tires, or be permanently attached to any outside equipment unless the equipment is for the specific purpose of fixing said MFU to make it readily movable once again.

Sec. 8.5-63. Unrestricted and restricted mobile food unit regulations.

- (a) *Unrestricted mobile food units.* The following requirements apply to all unrestricted mobile

food units:

- (1) *Location.* Unrestricted mobile food units may operate at the following locations:
 - a. At any construction site in any zoning districts as a mobile meal and snack commissary with periodic brief stops at construction sites;
 - b. At school and church carnivals, special event, or conferences;
 - c. At any catered event;
 - d. On properties zoned Commercial-General (C-G), Commercial/Office Retail (C-OR), Central Business District (CBD), and Light Industrial (LI); and
 - e. At public parks and other public facilities, subject to the approval of the parks and recreation director, city manager, as applicable, or their designee, and upon the execution of an agreement that would indemnify the City of Angleton and would assign the operator responsibility for any damages that may occur to city property, facilities, and to the health and well-being of the general public.
 - f. At a mobile food court in compliance with the zoning requirements in subsection (a)(1)(d) of this section.
- (2) *Operation.*
 - a. Mobile Food Units may operate Monday through Saturday at any time except between the hours of 11pm-5am, subject to the restrictions in section (a)(1) of this section.
 - b. A mobile food unit must have a written agreement from a business within 150 feet for employees of the mobile food unit to have use of flushable restrooms (or other facilities as approve by the city) during hours of operation.
 - c. All mobile food units must be removed daily, unless otherwise stated in this subsection, and report to their central preparation facility for daily supplying, cleaning, or servicing operations.
- (3) *Duration of events.* Unrestricted mobile food units permitted to operate under a temporary food establishment permit must operate in accordance with the following:
 - a. Events may last for up to five hours before being removed from the site and are permitted for up to three days per week; unless the exception criteria spelled out below are applicable;
 - b. The unit must be removed from the site daily and may not become a permanent use unless the use complies with all subdivision and zoning requirements that would regulate the establishment of a permanent use;
 - c. The only exceptions to the duration of event requirements are:
 1. A multi-day special event hosted by the City of Angleton, or by a church, a school, or a charitable organization, subject to the approval of a site plan that demonstrates that a multi-day event can be conducted in a manner that would comply with all requirements of this article and not disrupt adjoining businesses or properties; and
 2. At a block party, a special street event conducted in a public right-of-way upon, a national holiday, or at any other function that is not expressly

permitted in this article by the city council.

- (b) *Restricted mobile food units* shall be subject to:
- (1) All of the requirements set out in section 8.5-63, subsection (a), with respect to location, operating hours, duration of events, and approval criteria.
 - (2) All of the requirements set out in section 8.5-63, subsection (a)(4)d, fire protection requirements for unrestricted mobile food units, shall be applicable to the degree that they pertain to the operation of any restricted mobile food units.

“Exhibit B”**Secs. 8.5-66. Mobile Food Courts.****(a) Mobile Food Court Requirements.**

(1) Mobile food court site shall be designed and intended for the use of mobile food units as the primary use of the property.

(2) Each site at the mobile food court on which a mobile food unit will be located and operated shall be provided hookups for electricity and potable water. Each individual food truck is not permitted to operate a generator at the site unless emergency circumstances necessitate the need for the use of a generator on a temporary basis not to exceed two hours within any given six-hour period of time.

(3) Permanent restrooms located within a permitted building or structure must be provided on-site within the food truck court for the use of the mobile food unit’s and the mobile food court’s customers, operators and employees. Alternatively, the mobile food court may have a written agreement from a business within 150 feet for use of flushable restrooms (or other facilities as approved by the city). A written agreement must be on file with the City.

a. All restrooms must be kept in sanitary and healthy conditions and must be equipped with sinks, soap, paper towels, toilet paper and running water. Such restroom(s) must remain open and available for use at all times during which the mobile food court is being used.

(4) The owner of the mobile food court and the operator of a mobile food unit must enter into a written agreement for the use of the mobile food court. Said agreement must be filed with the City prior to the mobile food unit’s operation in the mobile food court.

(5) Mobile food courts shall only be allowed to engage in sales operations Monday through Sunday, between the hours of 8:00am to 11:00 pm, unless otherwise granted permission by the City Manager or their designee.

(6) All mobile food units participating in a mobile food court shall remain fully mobile and operational.

(7) Mobile food courts shall be subject to the noise requirements of Chapter 13 of the Code of Ordinances and no amplified sound shall be permitted after 10:00 pm, unless otherwise granted permission by the City Manager or their designee.

(8) Mobile food courts shall provide containers of sufficient size and number for the disposal of trash and recyclables resulting from the mobile food court’s operation and sales. The containers shall be identified as being for the disposal of trash and recyclables.

(9) Mobile food courts must be finished with concrete or asphaltic materials on which any mobile food trucks may park and operate. Customer parking must also be finished with concrete or asphaltic surface materials.

a. Parking lots, designed with compacted crushed stone or pervious pavers, satisfying the

requirement of the apron within the public right of way being paved, in compliance with Section 8.5-66 (a) 9, may be submitted to the Director of Development Services for review and approval, as alternative parking surfacing for seasonal mobile food courts operating nine (9) months or less per year.

(10) Mobile food units shall be separated from existing buildings, parking lots and other mobile food units by a minimum of ten (10) feet, or as otherwise determined by the Fire Marshal.

(11) Mobile food courts must adhere to the City's zoning and commercial regulations.

(12) Any permanent structure will require a site plan amendment, building permit and be subject to any applicable ordinances and regulations.

(13) Seating for customers may be provided but may not be within 10 feet of any road, parked cars, structures on the property or mobile food units.

(b) *Inspections.* Mobile food courts and mobile food units operating on the property may be inspected from time to time by appropriate city personnel. Mobile food courts and mobile food units shall immediately be made available for inspection upon request of such city personnel.

(c) *Alcohol.* No alcohol sales shall be permitted on the property unless a permanent structure is constructed on the property and is in compliance with all TABC, zoning and food establishments rules, in addition to any other requirements as determined by the City Manager or their designee.

(d) *Permits.* Each mobile food court shall be required to receive a permit to operate from the City Manager or their designee. As part of the request for a permit, the following information, at a minimum, shall be provided:

- (1) The name and address of the owner and operator;
- (2) A legal description of the property to be used as a mobile food court;
- (3) If the applicant represents a corporation, association, partnership or any other business entity, the names and addresses of the officers, partners or principals;
- (4) The address and name under which the mobile food court will be operated; and
- (5) Any other information reasonably required by the City Manager or their designee to document the use and operation of the mobile food court.

(e) *Duration of Permit.* A permit to operate a mobile food court shall remain valid only up to a maximum of six (6) months unless otherwise granted written permission from the City Manager or their designee. A mobile food court permit may be revoked at any time prior to its expiration for failure to adhere to any and all required city, county, state or federal laws and ordinances or for any other reason the City Manager or their designee believes to be in the best interest of the public health, safety and welfare of its citizens.

Responsibility of Owner. Mobile food courts shall be responsible for identifying and obtaining all applicable permits and shall be responsible for conforming to all applicable city, county, state and federal regulations.

The owners of the mobile food courts shall be responsible for ensuring that any mobile food unit which operates as part of the mobile food court obtains all necessary permits prior to operation and conforms to all applicable city, county, state and federal regulations.

Sec. 8.5-67—8.5-79. Reserved.

“EXHIBIT A”

Sec. 8.5-2. Definitions.

For purposes of this chapter, the words, terms and phrases set forth in the Texas Food Establishment Rules (TFER) as definitions shall have the meanings set forth therein. Additionally, the following words, terms and phrases shall have the meanings set forth below except where the context clearly indicates a different meaning:

Authorized agent or employee means an employee(s) of the City of Angleton.

Caterer means any person or entity that transports complete meals from an approved establishment to another location for consumption but shall not include persons operating restaurants that routinely deliver food on order or persons that deliver a product or distribute a product to vending machines.

Commissary or central preparation facility means a facility that mobile food service establishments use to dispose of waste and to obtain supplies.

Food establishment or food service establishment means an operation that stores, prepares packages, serves, vends, or otherwise provides food for human consumption as follows:

- (1) A restaurant, retail food store, satellite or catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, ending location, (machine), self-service food market, conveyance used to transport people, institution, or food bank;
- (2) An establishment that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout order, or delivery service that is provided by common carriers; and
- (3) Includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority and an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on- or off-premises; and regardless of whether there is a charge for the food.
- (4) Food establishment does not include an establishment that offers only prepackaged foods that are not time/temperature controlled for safety food, a produce stand that only offers whole, uncut fresh fruits and vegetables, a food processing plant, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, a bed and breakfast limited facility as defined in the TFER, or a private home that receives catered or home-delivered food.

Mobile food court means a property used or developed to accommodate one or more food trucks as the primary use of the property while possibly accommodating areas on the property for entertainment or recreational opportunities. This definition shall not be interpreted to include a congregation of mobile food vendors as a secondary use, accessory use, or temporary use (less than 30 days).

Mobile food unit (MFU) means a vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to, catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile ~~Food~~ ~~Units~~ must completely retain their mobility at all times. A mobile food unit does not include a stand or a booth. A roadside food vendor is classified as a MFU.

Mobile food unit - additional permit means a mobile food unit operated by an existing permitted food establishment that provides an additional source of food service and also includes multiple mobile food units operated by the same owner. The owner is legally considered to be the person holding the food establishment's permit or the food permit(s) for the multiple mobile food units.

Nonprofit organization means an incorporated organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. Nonprofit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Person in charge means the individual present in a food service establishment who is the apparent supervisor of the food service establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present is the person in charge.

Public property. The term "public property" shall mean any property open or devoted to public use or owned by the city, including, but not limited to, sidewalks, streets, rights-of-way, parks, and municipal buildings. This definition does not include property owned by any county entity.

Public rights-of-way. The term "public rights-of-way" shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, waterway, easement, or similar property in which the city or the State of Texas now or hereafter holds any property interest.

Regulatory authority means the City of Angleton, Texas.

Roadside Food Vendor means a person who operates a mobile retail food store from a temporary location adjacent to a public road or highway. Food is not prepared or processed by a roadside food vendor. Roadside food vendors are classified as mobile food units.

Temporary food establishment is a food establishment that operates for a period of no more than 14 consecutive days in conjunction with a single event or celebration. This may include a stand or a booth.

Texas Food Establishment Rules ("TFER") means the rules promulgated by the Texas Department of State Health Services with an effective date of October 11, 2015, and set forth in 25 Texas Administrative Code, Chapter 228, Subchapters A—J, and as such rules may be hereafter amended.

Time/temperature control for safety food (TCS) means a food that requires time/temperature control for safety to limit pathogenic microorganism growth or toxin formation.

Sec. 8.5-10. Required.

- (a) *Required permit.* A food establishment, caterer, temporary food establishment, mobile food unit, child care center or group residence that provides food service shall only be operated

with a valid permit issued by the city. Permits are not transferable from place to place or person to person, except that, mobile food service establishments may retain the same license when moving from place to place as long as the vehicle remains the same. A valid permit shall be posted in public view in every establishment. Each and every food establishment, whether under one roof or not, shall be considered a separate establishment, and a permit must be obtained for each establishment. Each such establishment is subject to the requirements in this chapter. A valid permit must be posted at a clearly visible and accessible location near the entrance, or part of the premises most commonly approached by the public, of every food establishment regulated by this chapter. A permit is not required for the operation of a beverage stand operated by a child age 17 or under. Additional requirements for a mobile food unit permit are listed below in section.

(b) *Filing of application.* Any person desiring to operate an establishment covered by this article shall make written application and pay the nonrefundable fee set out section 8.5-12, or as amended or stipulated in fee schedule approved by city council. Such application shall include, but not be limited to, the following:

- (1) The applicant's full name, post office address and street address;
- (2) Whether such applicant is an individual, firm or corporation and, if a partnership, the name of each partner and his address;
- (3) The location and type of the proposed food service establishment;
- ~~(4)~~ (i) if the permit is for a mobile food unit, in addition to the requirements listed in this section, the application must include: Dates of event for the food service establishment;

(A) type of vehicle to be used for the proposed mobile food unit;

(B) a menu listing of all food items to be sold;

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(C) a notarized statement from the owner of a central preparation facility stating the mobile food unit uses the facility as its base of operation; and

(D) a copy of the most recent health inspection of the central preparation facility which must be maintained on the mobile unit at all times.

(E) Dates of event for the food service establishment

~~(54)~~ The signature of the applicant; and

~~(65)~~ All other information deemed necessary by the city.


~~(e)€~~ *Texas Food Establishment Rules.* All of the food uses described in this article shall be governed by all applicable Texas Food Establishment Rules.

(d) *Filing of a food manager certificate.* A copy of the certified food manager certificate must be submitted with the license application or renewal.

(e) *Exemption.* Temporary food establishments and establishments that serve, sell, or distribute only prepackaged non-TCS foods are exempt from this section.

(f) *Inspection.* After the application has been submitted and all fees paid, the regulatory authority shall inspect the food service establishment for compliance with this chapter. If the establishment complies with this chapter, the regulatory authority shall issue the license.

ARE RESTROOM
REQUIRED UNDER 24
TAC 288.221?



Mobile food units must comply with all requirements listed under 25 Texas Administration Code 288.221 and under Article V of this Chapter, as amended.

- (g) *Administrative rules.* The city manager reserves the right to develop checklists, application forms, and other forms as necessary to administer the requirements of this article.

Sec. 8.5-11. Duration.

Permits shall be issued annually and shall extend from the date of issuance or renewal, as applicable. Annual renewal applications must be submitted at least 30 days prior to the expiration date of the permit. A permit shall be issued only if the establishment is in complete compliance with this chapter.

A mobile food unit (commonly known as a "food truck") permit shall be issued on an annual basis. A MFU that operates for a period of no more than three consecutive days in conjunction with a single event or celebration may obtain a temporary food establishment permit instead of a mobile food unit permit, however, a temporary food establishment permit may not be used in the place of a mobile food unit permit if the operator intends to operate their mobile food unit outside of a single event.

Sec. 8.5-20. Annual inspections, reinspections, and new inspections.

- (a) The city shall inspect each food establishment, including mobile food units, within the City of Angleton routinely on an annual basis, or as often as necessary to enforce this chapter.

Sec. 8.5-62. Mobile food establishments; generally.

- (a) *General requirements.*

- (1) *Designation of a central preparation facility.* Mobile food service establishments, including caterers and mobile food units that serve TCS foods shall operate from a central preparation facility, commissary, or other fixed food service establishment that is permitted and regularly inspected by the city or some other regulatory authority.
- (2) *Central preparation facility authorization.* A signed letter of authorization is required, to verify the facility use and to confirm that food and drink items will be provided to the operator for sale if the central preparation facility is not owned by the mobile unit operator.
- (3) *Central preparation facility inspection report.* A copy of the most current health inspection of the central preparation facility must be maintained on the mobile unit at all times.
- (4) *Food preparation.* Food prepared in a private home may not be used or offered for human consumption from a mobile food service establishment.
- (5) *Vehicle registration and insurance.* Mobile food service establishments must comply with all state and local laws pertaining to vehicle registration and insurance.
- (6) *Certified food manager.* Mobile food service establishments must have a certified food manager on site when preparing or selling food. Limited service mobile food units, as classified below, are exempt from this requirement.

(7) *Readily Movable.* Mobile food units must be mobile at all times. A MFU shall not be set on cinder blocks, have any flat tires, or be permanently attached to any outside equipment unless the equipment is for the specific purpose of fixing said MFU to make it readily movable once again.

Sec. 8.5-63. Unrestricted and restricted mobile food unit regulations.

(a) *Unrestricted mobile food units.* The following requirements apply to all unrestricted mobile food units:

(1) *Location.* Unrestricted mobile food ~~establishments~~units may operate at the following locations:

- a. At any construction site in any zoning districts as a mobile meal and snack commissary with periodic brief stops at construction sites;
- b. At school and church carnivals, special event, or conferences;
- c. At any catered event;
- d. On properties zoned Commercial-General (C-G), Commercial/Office Retail (C-OR), Central Business District (CBD), and Light Industrial (LI); and
- e. At public parks and other public facilities, subject to the approval of the parks and recreation director, city manager, as applicable, or their designee, and upon the execution of an agreement that would indemnify the City of Angleton and would assign the operator responsibility for any damages that may occur to city property, facilities, and to the health and well-being of the general public.

f. At a mobile food court in compliance with the zoning requirements in subsection (a)(1)(d) of this section.

(2) *Operation.*

a. Mobile Food Units may operate Monday through Saturday at any time except between the hours of 11pm-5am, subject to the restrictions in section (a)(1) of this section.

INCLUDE SUNDAYS



b. A mobile food unit must have a **written agreement** from a business within 150 feet for employees of the mobile food unit to have use of flushable restrooms (or other facilities as approve by the city) during hours of operation.

FORMAL OR INFORMAL AGREEMENT?



c. All mobile food units must be removed daily, unless otherwise stated in this subsection, and report to their central preparation facility for daily supplying, cleaning, or servicing operations.

(3) *Duration of events.* Unrestricted mobile food units ~~establishments~~ are generally classified as a temporary use, except as specified below permitted to operate under a temporary food establishment permit must operate in accordance with the following:

- a. Events may last for up to five hours before being removed from the site and are permitted for up to ~~two~~three days per week; unless the exception criteria spelled out below are applicable;



- b. The unit must be removed from the site daily and may not become a permanent use unless the use complies with all subdivision and zoning requirements that would regulate the establishment of a permanent use;
- c. The only exceptions to the duration of event requirements are:
 - 1. A multi-day special event hosted by the City of Angleton, or by a church, a school, or a charitable organization, subject to the approval of a site plan that demonstrates that a multi-day event can be conducted in a manner that would comply with all requirements of this article and not disrupt adjoining businesses or properties; and
 - 2. At a block party, a special street event conducted in a public right-of-way upon, a national holiday, or at any other function that is not expressly permitted in this article by the city council.

(b) *Restricted mobile food units* shall be subject to:

- (1) All of the requirements set out in section 8.5-63, subsection (a), with respect to location, operating hours, duration, and approval criteria.
- (2) All of the requirements set out in section 8.5-63, subsection (a)(4)d, fire protection requirements for unrestricted mobile food units, shall be applicable to the degree that they pertain to the operation of any restricted mobile food units.

■

“Exhibit B”

Secs. 8.5-66. Mobile Food Courts.

(a) Mobile Food Court Requirements.

(1) Mobile food court site shall be designed and intended for the use of mobile food units as the primary use of the property.

(2) Each site at the mobile food court on which a mobile food unit will be located and operated shall be provided hookups for electricity and potable water. Each individual food truck is not permitted to operate a generator at the site unless emergency circumstances necessitate the need for the use of a generator on a temporary basis not to exceed two hours within any given six-hour period of time.

(3) Permanent restrooms located within a permitted building or structure must be provided on-site within the food truck court for the use of the mobile food unit’s and the mobile food court’s customers, operators and employees. Alternatively, the mobile food court may have a written agreement from a business within 150 feet for use of flushable restrooms (or other facilities as approved by the city). A written agreement must be on file with the City.

a. All restrooms must be kept in sanitary and healthy conditions and must be equipped with sinks, soap, paper towels, toilet paper and running water. Such restroom(s) must remain open and available for use at all times during which the mobile food court is being used.

FORMAL OR
INFORMAL
AGREEMENT?

(4) The owner of the mobile food court and the operator of a mobile food unit must enter into a **written agreement** for the use of the mobile food court. Said agreement must be filed with the City prior to the mobile food unit’s operation in the mobile food court.

(5) Mobile food courts shall only be allowed to engage in sales operations **Monday through Sunday**, between the hours of **8:00am to 11:00 pm**, unless otherwise granted permission by the City Manager or their designee.

ARE THESE HRS CORRECT?
WAS 8PM INTENDED TO BE 8AM

(6) All mobile food units participating in a mobile food court shall remain fully mobile and operational.

(7) Mobile food courts shall be subject to the noise requirements of Chapter 13 of the Code of Ordinances and no amplified sound shall be permitted after 10:00 pm, unless otherwise granted permission by the City Manager or their designee.

(8) Mobile food courts shall provide containers of sufficient size and number for the disposal of trash and recyclables resulting from the mobile food court’s operation and sales. The containers shall be identified as being for the disposal of trash and recyclables.

(9) Mobile food courts must be finished with concrete or asphaltic materials on which any mobile food trucks may park and operate. Customer parking must also be finished with concrete or asphaltic surface materials.

KALICHI IS PROHIBITED BY CITY CODE. COULD THIS BE REVISED TO ALLOW AN EXCEPTION FOR FOOD COURTS TO BE LESS RESTRICTIVE? THE IDEA IS TO DRUM UP MORE FOOD TRUCK PRESENCE, THEREFORE A SOLUTION MAY BE USE OF PAVERS THAT ALLOW GRASS GROWTH OR SOME OTHER HYBRID SOLUTION THAT WILL NOT REQUIRE DRAINAGE DETENTION.

a. Parking lots, designed with compacted crushed stone or pervious pavers, satisfying the requirement of the apron within the public right of way being paved, in compliance with Section 8.5-66 (a) 9, may be submitted to the Director of Development Services for review and approval, as alternative parking surfacing for seasonal mobile food courts operating nine (9) months or less per year.

(10) Mobile food units shall be separated from existing buildings, parking lots and other mobile food units by a minimum of ten (10) feet, or as otherwise determined by the Fire Marshal.

(11) Mobile food courts must adhere to the City's zoning and commercial regulations.

(12) Any permanent structure will require a site plan amendment, building permit and be subject to any applicable ordinances and regulations.

(13) Seating for customers may be provided but may not be within 10 feet of any road, parked cars, structures on the property or mobile food units.

IS REQUIREMENT OF A PERMANENT STRUCTURE A STATUTORY REQUIREMENT?

(b) Inspections. Mobile food courts and mobile food units operating on the property may be inspected from time to time by appropriate city personnel. Mobile food courts and mobile food units shall immediately be made available for inspection upon request of such city personnel.

(c) Alcohol. No alcohol sales shall be permitted on the property unless a permanent structure is constructed on the property and is in compliance with all TABC, zoning and food establishments rules, in addition to any other requirements as determined by the City Manager or their designee.

(d) Permits. Each mobile food court shall be required to receive a permit to operate from the City Manager or their designee. As part of the request for a permit, the following information, at a minimum, shall be provided:

(1) The name and address of the owner and operator;

(2) A legal description of the property to be used as a mobile food court;

(3) If the applicant represents a corporation, association, partnership or any other business entity, the names and addresses of the officers, partners or principals;

(4) The address and name under which the mobile food court will be operated; and

(5) Any other information reasonably required by the City Manager or their designee to document the use and operation of the mobile food court.

(e) Duration of Permit. A permit to operate a mobile food court shall remain valid only up to a maximum of six (6) months unless otherwise granted written permission from the City Manager or their designee. A mobile food court permit may be revoked at any time prior to its expiration for failure to adhere to any and all required city, county, state or federal laws and ordinances or for any other reason the City Manager or their designee believes to be in the best interest of the public health, safety and welfare of its citizens.

(f) Responsibility of Owner. Mobile food courts shall be responsible for identifying and obtaining all applicable permits and shall be responsible for conforming to all applicable city, county, state and federal regulations. The owners of the mobile food courts shall be responsible for ensuring

that any mobile food unit which operates as part of the mobile food court obtains all necessary permits prior to operation and conforms to all applicable city, county, state and federal regulations.

Sec. 8.5-67—8.5-79. Reserved.



Draft

**CITY OF ANGLETON
PLANNING AND ZONING
COMMISSION**
120 S. CHENANGO STREET,
ANGLETON, TEXAS 77515
THURS., DEC. 1, 2022, 12:00 PM

RECORD OF PROCEEDINGS

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON PLANNING AND ZONING COMMISSION IN THE ORDER THEY OCCURRED DURING THE MEETING. THE PLANNING AND ZONING COMMISSION OF ANGLETON, TEXAS CONVENED IN A REGULAR MEETING ON THURSDAY, DECEMBER 1, 2022, AT 12:00 PM, IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

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

PRESENT

Chair William Garwood
Commission Member Henry Munson
Commission Member Ellen Eby
Commission Member Deborah Spoor
Commission Member Michelle Townsend (Entered meeting later)
Commission Member Regina Bieri

ABSENT

Commission Member Bonnie McDaniel

1. Approval of Meeting Minutes for November 3, 2022

Motion was made by Commission Member Henry Munson to approve the minutes; Motion was seconded by Commission Member Regina Bieri.

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

PUBLIC HEARINGS AND ACTION ITEMS

3. Discussion and possible action on an Ordinance amending the Code of Ordinances of the City of Angleton, Texas, by amending and revising Chapter 8.5 Food and Food Establishments Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally, and Sec.8.5-63. Unrestricted And Restricted Mobile Food Unit Regulations as contained in "Exhibit A"; Adopting Sec 8.5-66.

Mobile Food Courts as contained in “Exhibit B”; providing for the regulation of food and food establishments; providing a penalty; providing for severability; providing for repeal; and providing an effective date.

Staff Presentation: Mr. Otis Spriggs introduced the case and presented the summary of the staff report. He presented the redlined changes in Exhibits A& B. which includes the following noted areas:

- Defined: Food Courts involving food trucks.
- Allowance for flexibility in business hours.
- Roadside food vendor was defined.
- Section 8.5-10: A permit is not required for a beverage stand for a child age 17 or under.
- Operating on (M-S); Sundays was considered and added.
- Restroom written agreement if business is within 150 ft., during hours of operation.
- New regulations for Mobile Food Courts are proposed.
- Hookups for electricity and potable water.
- Restroom provision.
- Units are not allowed on blocks.
- Subject to the Noise Requirements.
- Trash/Waste disposal.
- Parking lots must be concrete or asphalt.
- Unit separation by 10 Feet including seating areas.
- Food Court use has to be within allowable restaurant zoning district
- Site Plan requirements.
- MFU will be inspected and permitted. (6 months)
- Alcohol sales within a permit building per TABC requirements.

The surface parking requirements were discussed. City Manager Chris Whitaker appeared and noted that the need for the option of compacted crushed stone or pervious pavers, with the requirement of the apron within the public right of way being paved. Staff noted that the additional option “a.”/waiver will be added in the text.

Commission Member Ellen Eby asked what the impact of the new regulations would have on farmers markets. Mr. Spriggs explained that the farmers markets are typically processed as a special event, or in the case of the Peach Street Market, the process was a Specific Use Permit.

Mr. Spriggs noted that staff sent out invitation emails to a number of food truck business owners of the hearing and will continue to do so for the Council hearing as well. Staff is recommending approval by the Planning and Zoning Commission, and forwarding it to City Council for final consideration.

Chair Garwood opened the Public Hearing with no objection.

No public comment.

Chair Garwood closed the Public Hearing with no objection.

Commission Member Henry Munson asked about the 1 year permit versus the 6 month expiration date. Mr. Spriggs clarified that the 1 year option is available; however there is a twice per year inspection required.

Commission Action:

Motion was made by Commission Member Bieri to approve the proposed Mobile Food amendments and the recommended changes, seconded by Commission Member Ellen Eby.

Roll Call Vote:

Commission Member Henry Munson- Aye; Commission Member Ellen Eby- Aye; Commission Member Deborah Spoor- Aye; Commission Member Regina Bieri - Aye; Chair William Garwood- Aye. Motion carried unanimously, 5-0 vote.

ADJOURNMENT

Planning and Zoning Commission Chair Bill Garwood adjourned the meeting at 12:56 P.M.

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

CITY OF ANGLETON, TEXAS

William Garwood
Chair

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/13/2022

PREPARED BY: Scott Myers

AGENDA CONTENT: Discussion & Presentations concerning Architecture Bids for Fire Station add-on. Presentations given by iAD Architects and McLemore Luong Architects

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$500k

FUNDS REQUESTED: \$0

FUND: 122-530-450

EXECUTIVE SUMMARY:

The city is seeking bids for a building add on in 1 of two places for Fire Department Services. This will be a freestanding metal building 2000sqft located either behind Station 1 or behind Station 3. Decisions for this will be based on input from ISO study, Architecture design and recommendations.

We had 2 RFQ submissions. A board was created to score each submission. See attached presentations from iAD Architects and McLemore Luong Architects.

Score committee consisted of Assistant Fire Chief John O'brien, Fire Captain Anthony Norris, Firefighter Felton Jones, Martha Eighme, Kyle Reynolds, & City Councilwoman Christine Daniels.

Each bidder will have 10 minutes for their presentation for city council.

RECOMMENDATION:

EnterTextHere



December 13, 2022

CITY OF ANGLETON
FIRE DEPARTMENT APPARATUS BAY FACILITY
MCLEMORE LƯƠNG

Previous Relevant Professional Experience

Experience with **multiple municipalities and ESD's** in the Southeast Texas area

Over **30 years of collective design experience**

For the Taxpayer: understand the importance of **quality, operational, and value-driven design** within the first responder community

For the Department: provide **highly functional, efficient designs** to support the needs and mission of first responders

Previous Municipal Clients

City of Bellaire*

City of College Station*

City of Conroe*

City of Deer Park*

City of El Campo

City of Friendswood*

City of Hedwig Village*

City of Huntsville*

City of Iowa Colony

City of La Marque

City of League City*

City of Pearland*

City of Seabrook*

City of Victoria*

City of Webster*

Brazoria County*

East Aldine Management District*

Montgomery County ESD #9*

South Montgomery County ESD #8*

Williamson County ESD #4*

*work completed with a previous firm
fire facility experience



McLemore Luong
Current Experience

Active Projects
OVER 30 ACTIVE PROJECTS IN THE GREATER HOUSTON AREA

City of La Marque Public Safety & Courts Building (La Marque, Texas)

City of Iowa Colony Municipal Government Center (Iowa Colony, Texas)

City of El Campo Public Works Addition & Renovation (El Campo, Texas)

Nebraska Salt & Grain Office & Truck Warehouse (Cleburne, Texas)

Nebraska Salt & Grain Office & Truck Warehouse (Fort Calhoun, Nebraska)

Heritage Landscape Headquarters Office Building (San Antonio, Texas)





Integrated Architecture & Design, LLC

107 West Way, Ste. 16, Lake Jackson
www.iadarchitects.com - 979.297.1411

Professional Experience Related to Similar Projects

Item 17.

Brazoria County Facilities Management Warehouse / Angleton, TX

\$3.1 M | Currently Under Construction

Pre-engineered metal building of approximately 22,200 SF to house emergency commodities, bulk storage, and District Attorney evidence storage.



Doggett Machinery Services / Lufkin, TX

\$6.4 M | Completed October 2020

Pre-engineered metal building of approximately 27,180 SF to house the Lufkin John Deere Dealership, including offices, sales area, parts warehouse, locker rooms, shop, and restrooms.



Texas Gulf Coast Regional Airport Hangar/ Angleton, TX

\$1.22 M | Completed August 2017

Pre-engineered metal building of approximately 10,000 SF to serve as a free-standing hangar.



Brazoria County Parks Department Headquarters & Maintenance Facility/ Angleton, TX

\$7.4 M | Currently in Design

Pre-engineered metal building of approximately 20,101 SF to house the Parks Headquarters, including lobby, reception, offices, kitchen, banquet hall, conference room, restrooms, storage, and other miscellaneous areas. Also, a 15,004 SF pre-engineered metal building to serve as a Maintenance Shop, including kitchen/break room, office/training room, conference room, wood shop, maintenance storage, maintenance shop, mow shed, equipment storage, and restroom/locker rooms.



Projects Over the Last Five

Item 17.



- ProSound Headquarters / Houston, TX
- Edufun Learning Center / Lake Jackson, TX
- Wilderness Cart Barn Expansion / Lake Jackson, TX
- Brazoria County Lake Jackson Annex / Lake Jackson, TX
- MSF Electric Office Expansion / Houston, TX
- Brazoria County Resoft Park Maintenance Facility & Ranger Station / Alvin, TX
- TJ's Car Wash / Angleton, TX
- Marquis Construction Corporate Office / Angleton, TX
- Swagelok Texas Mid-Coast Addition/Renovation / Richwood, TX
- INEOS ESPN Multi-Use Facility / Pasadena, TX
- Freeport LNG Administration Building Renovations / Quintana, TX
- City of Lake Jackson Tree Monument / Lake Jackson, TX
- San Luis Pass Visitor Center Renovation / Freeport, TX
- Doggett Machinery Services / Lufkin, TX
- Columbia Christian Senior Citizens Center / West Columbia, TX
- Freeport City Hall Renovations / Freeport, TX
- Stephen F. Austin Historical Buildings / Angleton, TX
- Brazoria County Parks Headquarters & Maintenance Facility / Angleton, TX
- Coburn Chiropractic Clinic / Bay City, TX
- La Bel La Coastal Mexican Café / Lake Jackson, TX
- SFA – Munson Park Powder Magazine Storage / Angleton, TX
- Doggett Machinery Services – St. Rose, LA
- Brazoria County Facilities Management Warehouse / Angleton, TX
- Grazia's Lake Jackson / Lake Jackson, TX
- Alvin Recreation Station Renovation / Alvin, TX
- The Butcher Block / Angleton, TX
- Lake Jackson City Hall Restroom Renovations / Lake Jackson, TX
- First Baptist Church Angleton – Shell Phase I / Angleton, TX
- AEP Texas – El Campo Laydown Yard / El Campo, TX
- AEP Texas – El Campo Fleet Garage / El Campo, TX
- AEP Texas – Kingsville Warehouse Expansion / Kingsville, TX
- Matagorda RV Park Pavilion / Matagorda, TX

AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/13/2022

PREPARED BY: Scott Myers

AGENDA CONTENT: Discussion & possible action to approve one of two architecture bids for Angleton Fire Station add-on by iAD Architects and McLemore Luong Architects

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$500k

FUNDS REQUESTED: \$0

FUND: 122-530-450

EXECUTIVE SUMMARY:

The City is seeking bids for a building add on in 1 of two places for Fire Department Services. This will be a freestanding metal building 2000sqft located either behind Station 1 or behind Station 3. Decisions for this will be based on input from ISO study, Architecture design and recommendations.

We had 2 RFQ submissions. A board was created to score each submission. See attached agenda summary, rating sheets, and final score sheet from iAD Architects and McLemore Luong Architects.

Score committee consisted of Assistant Fire Chief John Obrein, Fire Captain Anthony Norris, Firefighter Felton Jones, Martha Eigme, Kyle Reynolds, & City Councilwoman Christine Daniels.

RECOMMENDATION:

Award one of two submissions for the Fire Station Building Architecture RFQ.

RFQ- Professional Design and Engineering Services		
	McLemore Luong	iAD Architects
Evaluator 1	95	88
Evaluator 2	89	92
Evaluator 3	80	95
Evaluator 4	90	100
Evaluator 5	89	89
Evaluator 6	95	99
Average	89.67	93.83
Rank	2	1

Design and Engineering Rating Sheet

Entity IAD Architects
 Name of Respondent _____
 Evaluator's Name Evaluator 1

Date of Rating 11/21/2022

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed building projects	20	<u>15</u>	
2. Has worked on federally funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region. <small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)</small>	10	<u>10</u>	
4. Extent of experience in project construction management	15	<u>15</u>	
Subtotal, Experience	60	<u>50</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>50</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>
Total Score	100	<u>88</u>

Design and Engineering Rating Sheet

Entity iAD Architects
 Name of Respondent _____
 Evaluator's Name Evaluator 2

Date of Rating 11/21/2022

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed building projects	20	<u>20</u>	<i>Over 95% of Projects in Brazoria County</i>
2. Has worked on federally funded construction projects	15	<u>7</u>	
3. Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)	10	<u>10</u>	
4. Extent of experience in project construction management	15	<u>15</u>	
Subtotal, Experience	<u>60</u>	<u>52</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Past projects completed on schedule	10	<u>10</u>	<i>General Score until reference check</i>
2. Manages projects within budgetary constraints	5	<u>5</u>	
3. Work product is of high quality	10	<u>10</u>	
Subtotal, Performance	<u>25</u>	<u>25</u>	

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>52</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	<u>100</u>	<u>92</u>

Design and Engineering Rating Sheet

Entity iAD Architects
 Name of Respondent _____
 Evaluator's Name Evaluator 3

Date of Rating 11/21/2022

Experience – Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed building projects	20	<u>15</u>	
2. Has worked on federally funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. <small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)</small>	10	<u>10</u>	
4. Extent of experience in project construction management	15	<u>15</u>	
Subtotal, Experience	60	<u>55</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>55</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>95</u>

Design and Engineering Rating Sheet

Entity iAD Architects
 Name of Respondent _____
 Evaluator's Name Evaluator 4

Date of Rating 11/21/2022

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed building projects	20	<u>20</u>	
2. Has worked on federally funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. <small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)</small>	10	<u>10</u>	
4. Extent of experience in project construction management	15	<u>15</u>	
Subtotal, Experience	60	<u>60</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	_____

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>60</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>100</u>

Design and Engineering Rating Sheet

Entity iAD Architects
 Name of Respondent _____
 Evaluator's Name Evaluator 5

Date of Rating 11/21/2022

Experience – Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed building projects	20	<u>18</u>	
2. Has worked on federally funded construction projects	15	<u>14</u>	
3. Has worked on projects that were located in this general region. <small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)</small>	10	<u>10</u>	
4. Extent of experience in project construction management	15	<u>12</u>	
Subtotal, Experience	60	<u>54</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>21</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>54</u>
<input type="checkbox"/> Work Performance	25	<u>21</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>
Total Score	100	<u>89</u>

Design and Engineering Rating Sheet

Entity iAD Architects
 Name of Respondent _____
 Evaluator's Name Evaluator 6

Date of Rating 11/21/2022

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed building projects	20	<u>20</u>	
2. Has worked on federally funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. <small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)</small>	10	<u>10</u>	
4. Extent of experience in project construction management	15	<u>15</u>	
Subtotal, Experience	60	<u>60</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>24</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>60</u>
<input type="checkbox"/> Work Performance	25	<u>24</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>99</u>

Notes:
 6000 40 building
 2 engine bay
 1 bay storage
 Looking Station 3 or 1

Design and Engineering Rating Sheet

Entity McLemore Luong
 Name of Respondent _____
 Evaluator's Name Evaluator 1

Date of Rating 11/21/2022

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed building projects	20	<u>20</u>	
2. Has worked on federally funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)	10	<u>10</u>	
4. Extent of experience in project construction management	15	<u>15</u>	
Subtotal, Experience	<u>60</u>	<u>55</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	<u>25</u>	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>55</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	<u>100</u>	<u>95</u>

Design and Engineering Rating Sheet

Entity McLemore Luong
 Name of Respondent _____
 Evaluator's Name Evaluator 2

Date of Rating 11/21/2022

Experience – Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed building projects	20	<u>20</u>	<i>* project completed with previous employers</i>
2. Has worked on federally funded construction projects	15	<u>7</u>	
3. Has worked on projects that were located in this general region. <small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)</small>	10	<u>7</u>	
4. Extent of experience in project construction management	15	<u>15</u>	
Subtotal, Experience	<u>60</u>	<u>49</u> <u>49</u>	<i>Predominantly outside Englewood County</i>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Past projects completed on schedule	10	<u>10</u>	<i>General security until checked</i>
2. Manages projects within budgetary constraints	5	<u>5</u>	
3. Work product is of high quality	10	<u>10</u>	
Subtotal, Performance	<u>25</u>	<u>25</u>	

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>49</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	<u>100</u>	<u>89</u> <u>89</u>

Design and Engineering Rating Sheet

Entity McLemore Luong
 Name of Respondent _____
 Evaluator's Name Evaluator 3

Date of Rating 11/21/2022

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed building projects	20	<u>10</u>	
2. Has worked on federally funded construction projects	15	<u>10</u>	
3. Has worked on projects that were located in this general region. <small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)</small>	10	<u>10</u>	
4. Extent of experience in project construction management	15	<u>10</u>	
Subtotal, Experience	60	<u>40</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>40</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>80</u>

Design and Engineering Rating Sheet

Entity McLemore Luong
 Name of Respondent _____
 Evaluator's Name Evaluator 4

Date of Rating 11/21/2022

Experience – Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed building projects	20	<u>20</u>	
2. Has worked on federally funded construction projects	15	<u>15</u>	
3. Has worked on projects that were located in this general region. <small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)</small>	10	<u>8</u>	
4. Extent of experience in project construction management	15	<u>10</u>	
Subtotal, Experience	60	<u>53</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>10</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	25	<u>25</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>2</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>12</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>53</u>
<input type="checkbox"/> Work Performance	25	<u>25</u>
<input type="checkbox"/> Capacity to Perform	15	<u>12</u>
Total Score	100	<u>90</u>

Design and Engineering Rating Sheet

Entity McLemore Luong
 Name of Respondent _____
 Evaluator's Name Evaluator 5

Date of Rating 11/21/2022

Experience – Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed building projects	20	<u>18</u>	
2. Has worked on federally funded construction projects	15	<u>14</u>	
3. Has worked on projects that were located in this general region. <small>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)</small>	10		
4. Extent of experience in project construction management	15	<u>10</u> <u>12</u>	
Subtotal, Experience	60	<u>54</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>21</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>54</u>
<input type="checkbox"/> Work Performance	25	<u>21</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>
Total Score	100	<u>89</u>

Design and Engineering Rating Sheet

Entity McLemore Luong
Name of Respondent _____
Evaluator's Name Evaluator 6

Date of Rating 11/21/2022

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed building projects	20	<u>19</u>	
2. Has worked on federally funded construction projects	15	<u>14</u>	
3. Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)	10	<u>9</u>	
4. Extent of experience in project construction management	15	<u>15</u>	
Subtotal, Experience	<u>60</u>	<u>57</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>10</u>
Subtotal, Performance	<u>25</u>	<u>23</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>57</u>
<input type="checkbox"/> Work Performance	25	<u>23</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	<u>100</u>	<u>95</u>



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 13, 2022

PREPARED BY: Otis T. Spriggs, AICP

AGENDA CONTENT: Consideration of approval of a final plat for Smart Storage, for a 12.390-acre subdivision.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY: An application has been submitted for the Final Subdivision Plat for Smart Storage, 12.390 acres in the J. De J. Valderas Survey, Abstract No. 380 into two lots with variances. The subject property is located on the northwest corner of Henderson Road and Galaznik Road (Attachments 1 & 2) and consists of 12.390 acres in the Commercial General (CG) zoning district.

The preliminary plat was submitted and considered at the planning and zoning commission meeting on September 1, 2022. The commission approved the preliminary plat based the correct assumption that all major issues must be resolved prior to the submission of the final plat and forwarded it to Council for final action.

Action of City Council. The City Council previously approved (9/27/22) the preliminary plan and agreed to have the requested variances be considered as variances during the final plat stage:

1. Variance is requested to allow the utility plan to be submitted at the time the first tract is considered for development.
2. Variance is requested to provide utility and drainage plans, heritage tree preservation and the geotechnical report at the time each tract is developed.

Staff/Engineers Review:

The City Engineer has reviewed the Final Plat and has noted no objection. Final review and approval by the Angleton Drainage District (A.D.D.) shall be required of the Property Owner. Extension of public utilities must be coordinated with the City prior to site construction.

P&Z RECOMMENDATION: The planning commission voted 6-0 to forward a positive recommendation to council for final action on the Smart Storage Final Plat, subject to the city engineer comments and approval of the variances for the public improvements to be submitted and approved prior to construction.

October 28, 2022

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

Re: On-Going Services
Smart Storage Angleton Final Plat – 1st Submittal Review
Angleton, Texas
HDR Job No. 10336228

Dear Mr. Spriggs:

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

1. Provide review and approval correspondence from Angleton Drainage District (A.D.D). If no approval letter is to be provided by A.D.D., provide correspondence from their office that states the plat/plan was received and that no comments were offered for the property accordingly.
2. The Property Owner shall coordinate with the City on extension of public utilities prior to site development of the lots shown on the plat.
3. The Property Owner shall coordinate with the City on providing the necessary development review documents as noted in the variance approvals in the October 11, 2022 City Council Meeting prior to development of the lots shown.

HDR takes no objection to the proposed Smart Storage Angleton Final Plat with the exceptions noted. Please note, this does not necessarily mean that the entire drawings, including all supporting data and calculations, has been completely checked and verified; however, the drawings and supporting data are signed, dated, and sealed by a Registered Professional Land Surveyor licensed to practice in the State of Texas, which therefore conveys the surveyor's responsibility and accountability.

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

Sincerely,

HDR Engineering, Inc.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10336228)

Attachments

Ms. Danielle Clark
 Smart Storage Angleton
 105 Loganberry St.
 Lake Jackson, Texas 77566

June 21, 2022

Mr. Walter Reeves
 Director of Development and Planning
 City of Angleton
 121 S. Velasco
 Angleton, Texas 77515

Re: Completeness Determination for Minor Plat Application
 12.390 Acres in NW Quadrant of Henderson and Carr Road

Dear Mr. Reeves,

I have reviewed your "Completeness Determination" for the references plat dated May 16, 2022. The purpose of the plat is to subdivide a 12.390 acre tract into two tracts consisting 4.533 acres on the north part and 7.860 acres on the south part. There are no plans for a specific development on either tract. I am requesting variances for the following Sections of the City of Angleton Land Development Code (LDC):

Sec. 23- 117.A.3 – Preliminary Utility Plans

I have not provided a utility plan because extension of utilities will be determined by a planned development. There is a 16-inch waterline along Henderson which is adjacent to the south tract and an 8-inch sanitary sewer which can be extended about 200 feet from FM 523 south to the northeast corner of the north lot. On site lift stations can be utilized if sanitary sewer depth is an issue. These design issues can be resolved when the first tract is developed. At that time utilities will be extended to serve both tracts.

I request a variance to provide a utility plan at the time the first tract is developed.

Sec. 23-117.A.5 - Utility and Drainage Report

These reports will be prepared with each tract as they are developed. Detention not required for 4 acre tract, as per Angleton Drainage District. Utilities were discussed above.

I request a variance to provide a utility and drainage plans at the time that each tract is developed.

Sec. 23-117.A.6 - Geotechnical Report

Geotechnical studies are normally prepared based on a boring plan determined by planned development. I do not have a planned layout for each tract at this time.

I request a variance to provide a geotechnical report at the time that each tract is developed.

Sec. 23-117.A.12 - Heritage Tree Preservation Plan

Heritage tree preservation plans are prepared when there is a proposed site plan. Heritage trees can be planned around to save or removed and compensated per the Land Development Code. I do not have a planned layout for each tract at this time.

I request a variance to provide a heritage tree preservation plan at the time that each tract is developed.

I will provide current tax certificates if the above requested variances are approved. If you have any questions or require further information, please contact Baker & Lawson, Inc.

Sincerely,

A handwritten signature in cursive script that reads "Danielle Clark".

Danielle Clark, Owner



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 13, 2022

PREPARED BY: Chris Whittaker

AGENDA CONTENT: GLO Funded Sanitary Sewer Rehabilitation Project

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$1,792,900	FUNDS REQUESTED: \$1,792,900
FUND: \$1,792,900	

EXECUTIVE SUMMARY:

On September 7, 2022, staff was informed by the Houston-Galveston Area Council that the City of Angleton is eligible to apply for CDBG Mitigation funding of \$1,792,900 through the Regional Mitigation Program administered by the Texas General Land Office (GLO) Community Development and Revitalization division. The criterion for an acceptable project is that it be infrastructure focused. Due to an existing agreement for grant administrative services on all Harvey mitigation opportunities, Langford Community Services is the grant administrator for this project for a percentage of the grant.

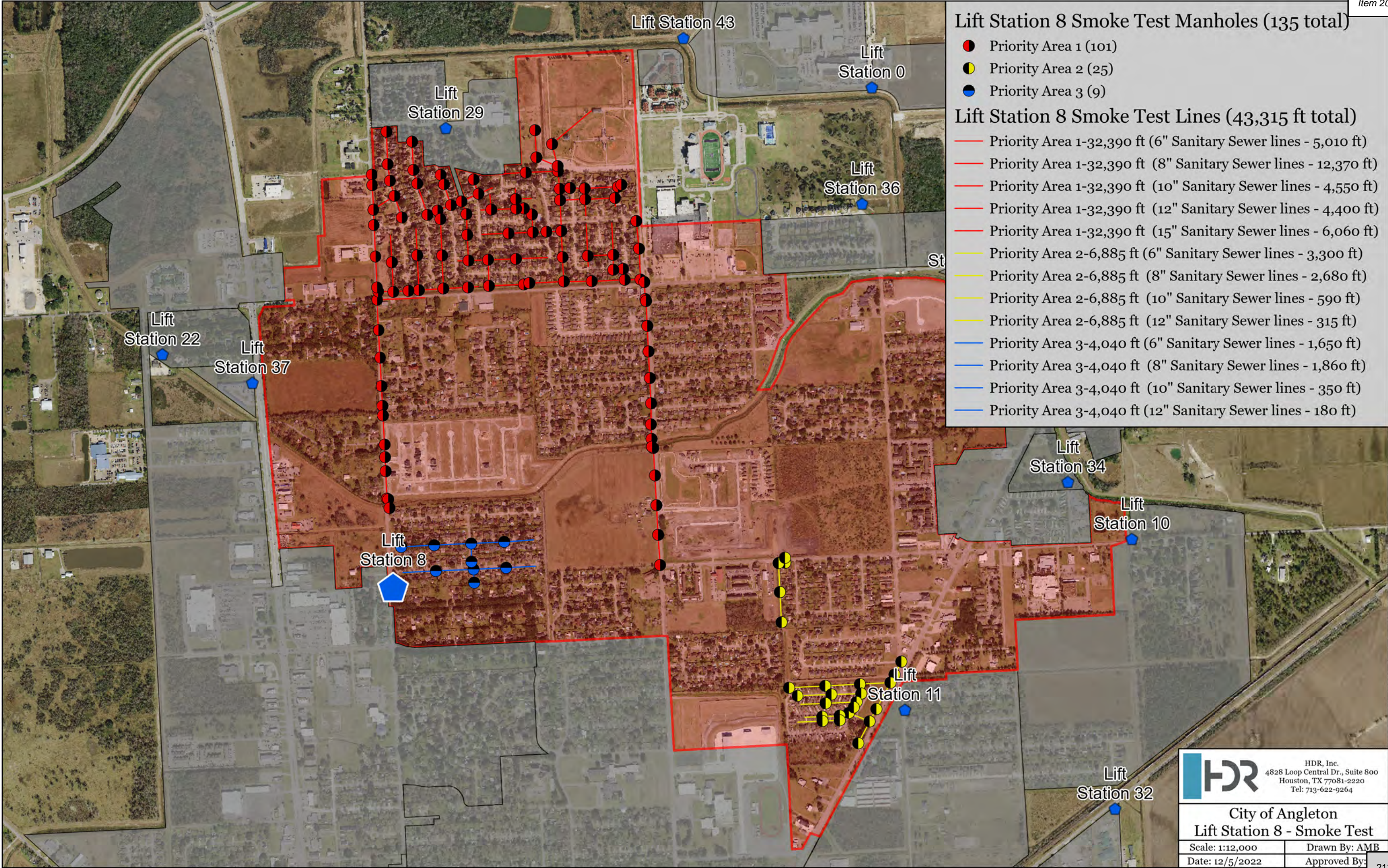
Several meetings have taken place to identify an infrastructure project with the highest need. It has been determined that the Inflow and Infiltration into the City's collection system (sanitary sewer), described below, is both eligible for the full amount of the \$1,792,900 and a top priority. The eligible grant administrative fee is \$143,432.00, planning efforts (smoke testing and manhole inspections) cannot exceed \$89,645.00 (5% of Grant) and the engineering fee cannot exceed \$203,455.00 (15% of grant). Therefore, the available construction funds total \$1,356,370.00. **There is no local match requirement.**

The City has spoken with HDR about performing field investigations for planning purposes on the collection system including smoke testing and manhole inspections to guide them in effectively utilizing the funding and provide the biggest return on its investment. HDR and city staff worked together and identified LS 8 had the highest run time after rain events than any other station in the City. Staff also reviewed upstream stations to see if their runtimes increase as significantly as LS #8 did after storm events (they did not). Therefore, it is believed there is a significant amount of I/I into the City's gravity collection system in the LS #8 service area. It is also the largest collection system in the City.

HDR has worked with staff on identifying areas in the LS #8 service area that has repeat maintenance performed or locations that may have high amounts of I/I into the gravity system. These areas are shown in the attached exhibit. HDR will work with a subcontractor to perform smoke testing (identifying locations of leaks, illegal

connection or missing clean out caps) and manhole inspections (identify conditions of manholes and sewer pipe material and size verification) to these areas. In an effort to test as much of the service area as possible, no report from these efforts will be created from these tests. Only the raw testing data will be provided. The subcontractor will provide raw data from these tests to HDR and we will process this information that will be utilize to create construction plans and contract documents. HDR will work with the City to advertise the bid package and assist the City in providing construction phase services. The size of the package or the exact extent of the rehabilitation project is unknow at this time. It will be determined after the field collection is completed and the limit identified with the available grant funding.

Staff is requesting permission to proceed forward with the grant on the above identified project.




Lift Station 8 Smoke Test Manholes (135 total)

- Priority Area 1 (101)
- Priority Area 2 (25)
- Priority Area 3 (9)

Lift Station 8 Smoke Test Lines (43,315 ft total)

- Priority Area 1-32,390 ft (6" Sanitary Sewer lines - 5,010 ft)
- Priority Area 1-32,390 ft (8" Sanitary Sewer lines - 12,370 ft)
- Priority Area 1-32,390 ft (10" Sanitary Sewer lines - 4,550 ft)
- Priority Area 1-32,390 ft (12" Sanitary Sewer lines - 4,400 ft)
- Priority Area 1-32,390 ft (15" Sanitary Sewer lines - 6,060 ft)
- Priority Area 2-6,885 ft (6" Sanitary Sewer lines - 3,300 ft)
- Priority Area 2-6,885 ft (8" Sanitary Sewer lines - 2,680 ft)
- Priority Area 2-6,885 ft (10" Sanitary Sewer lines - 590 ft)
- Priority Area 2-6,885 ft (12" Sanitary Sewer lines - 315 ft)
- Priority Area 3-4,040 ft (6" Sanitary Sewer lines - 1,650 ft)
- Priority Area 3-4,040 ft (8" Sanitary Sewer lines - 1,860 ft)
- Priority Area 3-4,040 ft (10" Sanitary Sewer lines - 350 ft)
- Priority Area 3-4,040 ft (12" Sanitary Sewer lines - 180 ft)

 HDR, Inc. 4828 Loop Central Dr., Suite 800 Houston, TX 77081-2220 Tel: 713-622-9264	
Scale: 1:12,000	Drawn By: AMB
Date: 12/5/2022	Approved By:

City\Angleton\Map_Docs\LiftStation8_SmokeTest\LiftStation8_SmokeTest.aprx



CITY COUNCIL AGENDA ITEM SUMMARY/REPORT

MEETING DATE: December 13, 2022

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

AGENDA CONTENT: Conduct discussion and possible action on four (4) deal points regarding a proposed 331 ac. Development, including a 160 ac. industrial, 27 ac. commercial, 50 ac. residential, 15 ac. multi-family residential uses for the Stasny Ranch Property, located at SH 288/SH 35.

AGENDA ITEM SECTION: Regular Agenda Item

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY: The Developers request City Council hold discussion and consider taking possible action the following four (4) deal points:

1. The Developer desires to bring a quality Live / Work / Play development to the City of Angleton (see Land Plan attached). The City will consent to the concept of an in-city municipal utility district for Brazoria County Municipal Utility District No. 76 (the "MUD"). The Developer agrees to petition all of the property to move from the extraterritorial jurisdiction of the City into the City limits. The City will consent to the in-city MUD.
2. The City will use its best efforts to obtain or deed needed right-of-way, if needed, for a North-South collector road to Anchor Road, as shown on the Master Plan.
3. The City approves the concept of the Master Plan, as attached. This Master Plan includes 50 foot single-family lots and entitlements for up to 300 multi-family units.
4. The City will rebate 75% of the City's ad valorem tax rate over the Developer's property to the MUD in a Chapter 380 or tax increment refinancing zone ("TIRZ") structure. The MUD will limit use of the City's rebate to only finance water, sewer and road facilities. The rebate will expire no less than 25-years after the agreed upon initial date.

Council Recommendation:

It is recommended that City Council hold discussion and provide the applicant with direction and feedback on the proposed deal points (1-4).



Item 21.

Brazoria County
Fire Training
Center

Angleton RV

County Road 893B

County Road 893A

County Road 893

County Road 893C

Hidden Oaks Ln

Firefighter Rd

288

Angleton Christian School

Laurel Ln

288

County Road 44

County Road 44

ta Inn & Suites
by Wyndham...

County Road 28

288

STASNY RANCH DEVELOPMENT

LIVE | WORK | PLAY

Buc-ee's

Sebesta Rd

Hope Animal Hospital

288

Western Ave

Enchanted Lake Dr

Project:

~ 331 acre Development

- 160 ac industrial, 27 ac commercial, 50 ac residential, 15 ac multi-family residential
- 2200 potential local jobs created - 50 engineers and 50 mechanics in just phase 1
- Parks and Lakes
- City Gateway signage
- Housing for new local workforce/residents
- Revenue for the city

Timing:

Construction would begin in 2023

Location:

Stasny Ranch Property, SH 288/SH 35

Project

Investment: \$1 Billion +





Industrial
 Single Family
 Multi Family
 Commercial

CONCEPTUAL LAND PLAN

This drawing is graphic representation only and subject to change based on information including but not limited to engineering and drainage, environment issues, etc.



PARK PLAN



CENTRAL PARK: 6.1 Ac.

Item 21.

1. Accessible Concrete Sidewalks Along Frontage & Within Park
 - a. Park Signage Meeting Specifications Outlined In City's Gateway Master Plan
2. Standard Subdivision Utilities
3. Wireless Network Infrastructure
4. Led Lighting (Per Min. C.O.A. Standards)
5. Street Trees & Tree Preservation
6. DRINKING Fountain(s) (1 PER 5 ACRES)
7. Shade Structure W/ (1 Per 5 Acres)
 - a. PICNIC Table(s) (1 ACCESSIBLE)
 - b. GRILL Station(s)
 - c. TRASH Receptacle(s)
8. Playground W/
 - a. (1) 5-12 Play Structure (30 Person Occupancy)
 - b. Benches (2 Per 2 Acres)
9. Parking Lot Access
10. Public Restroom

ADDITIONAL AMENTIZED AREA: 40 Ac.

1. 6' 0" Concrete Trail System (2.5 Miles)
 - a. Improved Top Of Bank Of Detention Ponds & Connectivity Through Neighborhood Terminating At The Park
2. (2) Lake Systems With Pond Fountains
3. Improved Toe Of Dry Detention W/ Soccer Goals/Backstop/Etc

COLLECTOR ALIGNMENT OPTIONS

Item 21.

WITH PROPERTY OWNERSHIP



- Roadway width, right-turn /decel lanes and intersections would conform with TIA
- Adjustments to Soccer facility access roads would be made as needed
- Cooperation with the City of Angleton would be needed to obtain Right-of-Way and TxDOT approvals

This drawing is graphic representation only and subject to change based on information including but not limited to engineering and drainage, environment issues, etc.

CITY PARTICIPATION AND REVENUE POTENTIAL

City Participation at 75% of the Property Tax Rate for 25 years

- This is not a prepayment of dollars by the city. These dollars are only contributed to MUD bond debt after the developer has performed with new taxable development.
- This would apply to infrastructure & facilities that will be ultimately maintained by the city or MUD

Summary of Estimated City Revenues*

- Sum of annual revenues: ~ \$9.3 M
- Non-recurring revenues ~\$1.8 M
- Total city revenues over a 25-year period: ~ \$232.5 M

Engineer’s Estimate of Development Costs for Infrastructure and MUD Reimbursement*

- W/S/D/Det/Streets/Parks/Trails/Power/Gas/Engineering ~ \$73.1 M**
- Eligible for MUD Reimbursement ~ \$49 M
- Anticipated MUD Reimbursement to Developer ~ \$28 M***

Working together the City and Developer will each benefit by creating local jobs, additional housing, long-term city revenue and a significant and visible gateway to the City.

• These are estimated revenue projections based on the ultimate build out of the proposed Stasny Ranch Development.
** This Estimate does not include land cost, land maintenance, interest, HOA support, legal, financing, marketing, etc.
*** This is the estimated MUD reimbursement at full build out of the development.

DEAL POINTS FOR DEVELOPMENT AGREEMENT

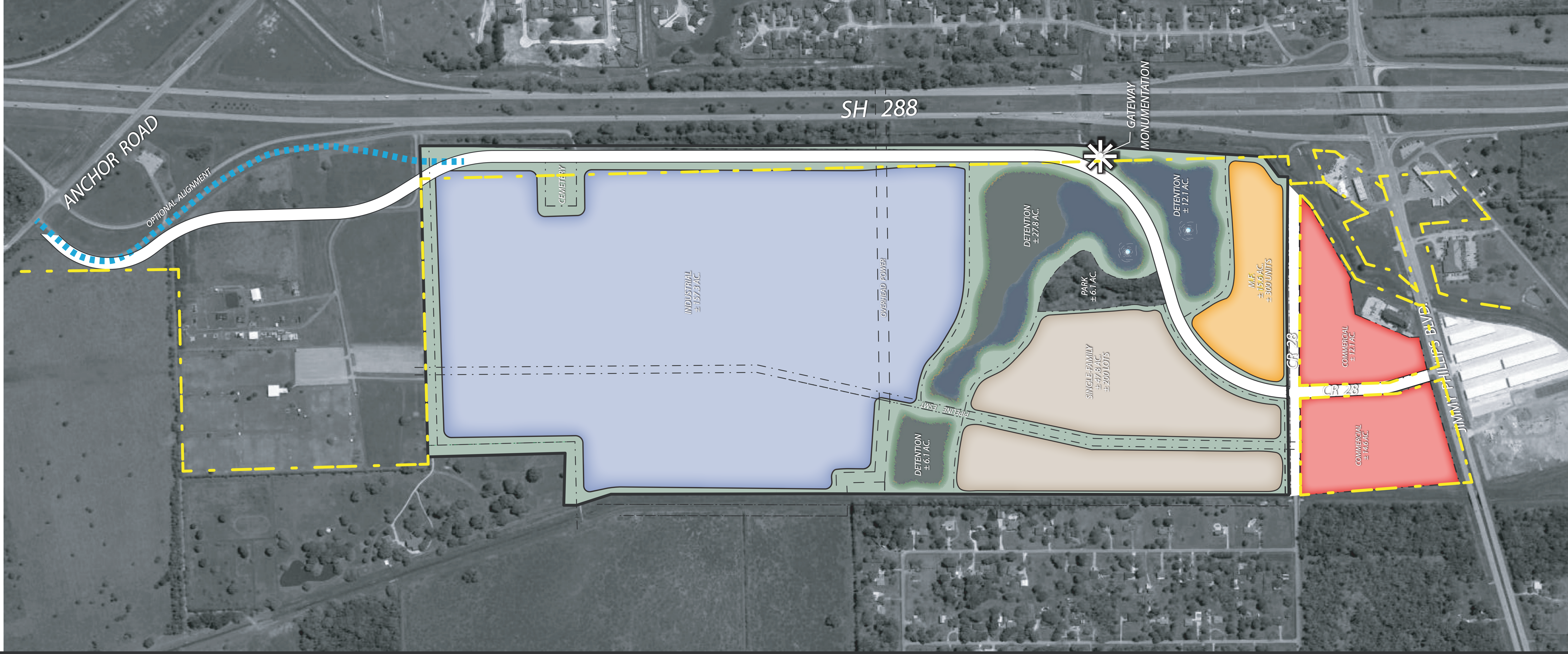
- The Developer desires to bring a quality Live / Work / Play development to the City of Angleton (see Land Plan attached). The City will consent to the concept of an in-city municipal utility district for Brazoria County Municipal Utility District No. 76 (the "MUD"). The Developer agrees to petition all of the property to move from the extraterritorial jurisdiction of the City into the City limits. The City will consent to the in-city MUD.
- The City will use its best efforts to obtain or deed needed right-of-way, if needed, for a North-South collector road to Anchor Road, as shown on the Master Plan.
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The Developers request City Council approval of these four (4) deal points on December 13, 2022, in a letter executed by the Mayor.

Total Development - No Inflation					
	MUD			TIRZ	
	SFR	MF	Total for MUD Only	Industrial	Grand Total - TIRZ
12/31/2023	14,000,000	-	14,000,000	-	14,000,000
1/31/2024	14,000,000	-	14,000,000	-	14,000,000
2/29/2024	14,000,000	-	14,000,000	-	14,000,000
3/31/2024	14,000,000	-	14,000,000	-	14,000,000
4/30/2024	14,000,000	-	14,000,000	-	14,000,000
5/31/2024	14,000,000	-	14,000,000	-	14,000,000
6/30/2024	15,680,000	-	15,680,000	-	15,680,000
7/31/2024	17,360,000	36,000,000	53,360,000	-	53,360,000
8/31/2024	19,320,000	36,000,000	55,320,000	-	55,320,000
9/30/2024	21,000,000	36,000,000	57,000,000	-	57,000,000
10/31/2024	22,680,000	36,000,000	58,680,000	-	58,680,000
11/30/2024	24,640,000	36,000,000	60,640,000	-	60,640,000
12/31/2024	26,320,000	48,100,000	74,420,000	64,400,000	138,820,000
1/31/2025	28,000,000	48,100,000	76,100,000	64,400,000	140,500,000
2/28/2025	29,960,000	48,100,000	78,060,000	64,400,000	142,460,000
3/31/2025	31,640,000	48,100,000	79,740,000	64,400,000	144,140,000
4/30/2025	33,320,000	48,100,000	81,420,000	64,400,000	145,820,000
5/31/2025	35,280,000	48,100,000	83,380,000	64,400,000	147,780,000
6/30/2025	36,960,000	48,100,000	85,060,000	64,400,000	149,460,000
7/31/2025	38,640,000	48,100,000	86,740,000	64,400,000	151,140,000
8/31/2025	40,600,000	48,100,000	88,700,000	64,400,000	153,100,000
9/30/2025	42,280,000	48,100,000	90,380,000	64,400,000	154,780,000
10/31/2025	43,960,000	48,100,000	92,060,000	64,400,000	156,460,000
11/30/2025	45,920,000	48,100,000	94,020,000	64,400,000	158,420,000
12/31/2025	47,600,000	62,700,000	110,300,000	64,400,000	174,700,000
1/31/2026	49,280,000	62,700,000	111,980,000	64,400,000	176,380,000
2/28/2026	50,960,000	62,700,000	113,660,000	64,400,000	178,060,000
3/31/2026	52,920,000	62,700,000	115,620,000	64,400,000	180,020,000
4/30/2026	54,600,000	62,700,000	117,300,000	64,400,000	181,700,000
5/31/2026	56,280,000	62,700,000	118,980,000	64,400,000	183,380,000
6/30/2026	58,240,000	62,700,000	120,940,000	64,400,000	185,340,000
7/31/2026	59,920,000	62,700,000	122,620,000	64,400,000	187,020,000
8/31/2026	61,600,000	62,700,000	124,300,000	64,400,000	188,700,000
9/30/2026	63,280,000	62,700,000	125,980,000	64,400,000	190,380,000
10/31/2026	64,960,000	62,700,000	127,660,000	64,400,000	192,060,000
11/30/2026	66,920,000	62,700,000	129,620,000	64,400,000	194,020,000
12/31/2026	68,600,000	62,700,000	131,300,000	128,800,000	260,100,000
1/31/2027	70,000,000	62,700,000	132,700,000	128,800,000	261,500,000

Questions From Cash Flow

1. The Series shows 1, 2, 3, 5 & 7. Does this mean there are other bond issues planned by the District?
 No. All of the projected bond issues are included. The reason the “Series” number skips is because the model assumes annual issuances, and when there are not sufficient revenues to support a bond issue in a year, it skips that series.
2. AV at issuance – Do these values represent Mid-year valuation from an Estimate of Value that will be used in a TCEQ application to support the debt issue?
 Yes, this AV is the assumed AV at the time of issuance which will be used to determine feasibility of the bond issue. For purposes of the analysis, we assumed a dated date of 11/1 each year.
3. Prior Year’s Assessed Valuation – This column header shows a limited TAV compared to the TIRZ. Is this because the District is planning to give a tax abatement to the industrial user? Is the District planning to use the value not shown to support additional debt issues that we are not seeing?
 In order to be marketable to the industrial user, they are not in the MUD. However, that property would be included in the TIRZ, hence the different values. The MUD would construct the facilities to serve the industrial user, using the TIRZ revenues to support the bonds.
4. TIRZ Prior Year Assessed Valuation – Please provide a split out of the value so we can see what value is going to homes (that would support the 5% estimated exemptions), the multi-family project, the commercial and the industrial values.
 See attached.
5. Utility & Parks Tax Rate per \$100 of AV – I see the levy produced off this is tied back to the lower value of “Prior Year’s Assessed Valuation.” I understand that this represents the debt levy of the MUD. Again, please explain other debt or why the value is not the same.
 See (3) above. The model assumes that the MUD would issue debt based upon the MUD tax rate and the TIRZ rebate, which is sometimes referred to as a “double-barrel” pledge. By issuing the debt with this pledge, the TIRZ revenues can be more efficiently pledged to the bonds, resulting in less rebate necessary to support the project plan.
6. If there is other debt to be issued, please provide a pro-forma for that debt issuance.
 See (1) above.



±331 AC. ANGLETON TRACT

Brazoria County Municipal Utility District No. 76 - Stasny Tract
Reimbursement Analysis

In-City MUD with a 75% Rebate from City for 25-Years

Series Purpose	1 Utility	2 Utility	3 Utility	5 Utility	7 Utility	Totals Utility
Principal Amount	\$13,050,000	\$7,575,000	\$7,430,000	\$1,115,000	\$1,090,000	\$ 30,260,000
Est. Reimbursement Amount	\$10,730,188	\$6,431,425	\$6,542,633	\$904,916	\$882,598	\$ 25,491,759
Est. Project Cost Reimbursement	\$9,537,944	\$5,716,822	\$5,867,832	\$811,584	\$791,567	\$ 22,725,750
Est. Developer's Interest Amount	\$1,192,243	\$714,603	\$674,801	\$93,332	\$91,030	\$ 2,766,009
Dated Date	11/1/2025	11/1/2026	11/1/2027	11/1/2029	11/1/2031	
AV at Issuance	89,502,745	129,056,066	142,458,447	148,213,768	154,201,604	
Direct Debt Ratio	14.58%	15.98%	19.50%	18.58%	17.57%	
Rated? (Y/N)	N	N	Y	Y	Y	
Capitalized Interest (Years)	1.5	1	0.5	0.5	0.5	
Interest Rate	6.25%	6.25%	5.75%	5.75%	5.75%	

Property Inflation Rate	2.00%	
Base Int Rate	6.25%	
Benefit of Rating	0.50%	TIRZ Admin Fee
Tax Collection %	98.00%	\$ 30,000
Interest Earnings %	1.00%	

	City Incremental Value (less Exemptions of 5.00%)					City TIRZ Rebate @ 75.00% Participation	Total TIRZ Revenues	Utility & Parks Capitalized Interest	Utility & Parks Debt Service Requirements	Utility & Parks Tax Rate per \$100 of AV	Utility & Parks Tax Collections @ 98.00%	Utility TIRZ Revenues	Utility & Parks Interest Earnings @ 1.00%	Utility & Parks Ending Balance	Utility & Parks Debt Service Coverage %
	2025	2026	2027	2029	2031										
2025	-	-	-	-	-	14,000,000	-	1,223,438	-	-	-	-	-	-	1,223,438
2026	679,688	-	-	-	-	75,908,400	141,596,400	473,438	679,688	0.5000	371,951	530,802	12,234	1,932,175	130.5%
2027	1,085,625	394,531	-	-	-	114,756,120	181,757,880	708,341	1,480,156	0.7000	787,227	708,341	19,322	2,180,521	93.9%
2028	1,083,750	643,438	-	-	-	139,336,610	276,020,201	1,125,042	2,323,208	0.8000	1,092,399	1,125,042	21,805	2,096,559	90.1%
2029	1,085,938	642,813	598,425	-	-	143,638,748	283,056,010	1,156,145	2,327,175	0.8000	1,126,128	1,156,145	20,966	2,104,678	87.2%
2030	1,081,875	641,563	597,788	93,427	-	146,511,523	288,717,130	1,181,171	2,414,652	0.8000	1,148,650	1,181,171	21,047	2,040,894	84.3%
2031	1,086,875	644,688	596,575	91,813	-	149,441,753	294,491,473	1,236,697	2,419,950	0.8000	1,171,623	1,206,697	20,409	2,051,010	81.4%
2032	1,085,313	641,875	599,788	95,088	97,229	152,430,588	300,381,302	1,262,734	2,519,292	0.8000	1,195,056	1,232,734	20,510	1,980,019	78.7%
2033	1,082,500	643,438	597,138	93,075	100,088	155,479,200	306,388,928	1,289,291	2,516,238	0.8000	1,218,957	1,259,291	19,800	1,961,830	77.8%
2034	1,083,438	644,063	598,913	96,063	97,788	157,285,636	309,948,711	1,305,028	2,520,263	0.8000	1,233,119	1,275,028	19,618	1,969,333	78.3%
2035	1,082,813	643,750	599,825	93,763	95,488	157,285,636	309,948,711	1,275,028	2,515,638	0.8000	1,233,119	1,275,028	19,693	1,981,536	78.5%
2036	1,085,625	642,500	599,875	96,463	98,188	157,285,636	309,948,711	1,275,028	2,522,650	0.8000	1,233,119	1,275,028	19,815	1,986,849	79.0%
2037	1,086,563	640,313	599,063	93,875	95,600	157,285,636	309,948,711	1,275,028	2,515,413	0.8000	1,233,119	1,275,028	19,868	1,999,452	79.4%
2038	1,085,625	642,188	597,388	96,288	98,013	157,285,636	309,948,711	1,275,028	2,519,500	0.8000	1,233,119	1,275,028	19,995	2,008,094	79.7%
2039	1,082,813	642,813	599,850	93,413	100,138	157,285,636	309,948,711	1,275,028	2,519,025	0.8000	1,233,119	1,275,028	20,081	2,017,297	80.2%
2040	1,083,125	642,188	596,163	95,538	96,975	157,285,636	309,948,711	1,275,028	2,513,988	0.8000	1,233,119	1,275,028	20,173	2,031,630	80.6%
2041	1,086,250	645,313	596,613	92,375	98,813	157,285,636	309,948,711	1,275,028	2,519,363	0.8000	1,233,119	1,275,028	20,316	2,040,731	81.2%
2042	1,086,875	641,875	595,913	94,213	95,363	157,285,636	309,948,711	1,275,028	2,514,238	0.8000	1,233,119	1,275,028	20,407	2,055,048	81.6%
2043	1,085,000	642,188	599,063	95,763	96,913	157,285,636	309,948,711	1,275,028	2,518,925	0.8000	1,233,119	1,275,028	20,550	2,064,821	81.9%
2044	1,085,625	640,938	600,775	97,025	98,175	157,285,636	309,948,711	1,275,028	2,522,538	0.8000	1,233,119	1,275,028	20,648	2,071,079	82.2%
2045	1,083,438	643,125	601,050	93,000	99,150	157,285,636	309,948,711	1,275,028	2,519,763	0.8000	1,233,119	1,275,028	20,711	2,080,175	82.5%
2046	1,083,438	643,438	599,888	93,975	99,838	157,285,636	309,948,711	1,275,028	2,520,575	0.8000	1,233,119	1,275,028	20,802	2,088,549	82.9%
2047	1,085,313	641,875	597,288	94,663	100,238	157,285,636	309,948,711	1,275,028	2,519,375	0.8000	1,233,119	1,275,028	20,885	2,098,207	83.4%
2048	1,083,750	643,438	598,250	95,063	95,350	157,285,636	309,948,711	1,275,028	2,515,850	0.8000	1,233,119	1,275,028	20,982	2,111,486	83.8%
2049	1,083,750	642,813	597,488	95,175	100,463	157,285,636	309,948,711	1,275,028	2,519,688	0.8000	1,233,119	1,275,028	21,115	2,121,061	
	\$25,625,000	\$14,535,156	\$13,163,133	\$1,890,052	\$1,763,804		29,520,670	\$1,973,881	\$56,977,146	0.78	27,841,902	30,075,698	481,754		

Avg Utility & Parks Tax Rate

Stasny Ranch Development
SCHEDULE OF ESTIMATED REVENUES AND EXPENDITURES

Tax Year	Collection Year	MUD Value	Base Value	City Tax Rate	City Zone Participation 75%	Tax Revenues Retained by City	Fees Collected by City	Water/Sewer Revenue Collected by City	Plant Operations	Sales Tax Collected by City	Additional Police Compensation	Net New Deposits to City Funds
2023	2024	\$ -	\$ -	\$ 0.62	\$ -	\$ -	\$ 900,000	\$ 19,000	(\$ 210,000)	\$ -	(\$ 122,571)	\$ 586,429
2024	2025	\$ 14,000,000	\$ 5,000,000	\$ 0.62	\$ 38,518	\$ 43,777	\$ 900,000	\$ 6,492,943	(\$ 210,000)	\$ 148,240	(\$ 122,571)	\$ 7,252,389
2025	2026	\$ 102,820,000	\$ 5,000,000	\$ 0.62	\$ 430,095	\$ 174,303	\$ -	\$ 6,624,349	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 6,793,189
2026	2027	\$ 138,700,000	\$ 5,000,000	\$ 0.62	\$ 588,278	\$ 227,031	\$ -	\$ 13,058,841	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,280,409
2027	2028	\$ 224,100,000	\$ 5,000,000	\$ 0.62	\$ 964,778	\$ 352,531	\$ -	\$ 13,189,241	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,536,309
2028	2029	\$ 225,500,000	\$ 5,000,000	\$ 0.62	\$ 970,950	\$ 354,588	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,719,911
2029	2030	\$ 261,500,000	\$ 5,000,000	\$ 0.62	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2030	2031	\$ 261,500,000	\$ 5,000,000	\$ 0.62	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2031	2032	\$ 261,500,000	\$ 5,000,000	\$ 0.62	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2032	2033	\$ 261,500,000	\$ 5,000,000	\$ 0.62	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2033	2034	\$ 261,500,000	\$ 5,000,000	\$ 0.62	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2034	2035	\$ 261,500,000	\$ 5,000,000	\$ 0.62	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2035	2036	\$ 261,500,000	\$ 5,000,000	\$ 0.62	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2036	2037	\$ 261,500,000	\$ 5,000,000	\$ 0.62	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2037	2038	\$ 261,500,000	\$ 5,000,000	\$ 0.62	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2038	2039	\$ 261,500,000	\$ 5,000,000	\$ 0.62	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2039	2040	\$ 261,500,000	\$ 5,000,000	\$ 0.62	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2040	2041	\$ 261,500,000	\$ 5,000,000	\$ 0.62	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2041	2042	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2042	2043	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2043	2044	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2044	2045	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2045	2046	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2046	2047	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2047	2048	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2048	2049	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2049	2050	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2050	2051	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2051	2052	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2052	2053	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2053	2054	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2054	2055	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ 1,129,662	\$ 407,492	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 13,772,815
2055	2056	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ -	\$ 1,537,155	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 14,902,478
2056	2057	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ -	\$ 1,537,155	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 14,902,478
2057	2058	\$ 261,500,000	\$ 5,000,000	\$ 0.618760	\$ -	\$ 1,537,155	\$ -	\$ 13,370,786	(\$ 210,000)	\$ 327,108	(\$ 122,571)	\$ 14,902,478
Totals					\$ 32,363,831	\$ 16,358,487	\$ 1,800,000	\$ 413,766,394	(\$ 6,930,000)	\$ 10,288,600	(\$ 4,044,857)	\$ 428,164,317

City cost per year
 Public Works staff \$ 953,753
 Parks ROW staff \$ 170,297
 \$ 113,035
 \$ 51,546

Corrected Tax Rate \$ 0.517139



CITY COUNCIL AGENDA SUMMARY/ REPORT

MEETING DATE: December 13, 2022

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

AGENDA CONTENT: Discussion and possible action on a notarized petition requesting inclusion into the Extraterritorial Jurisdiction of the City of Angleton, Texas for property totaling 145.1 acres of land located east and north of the intersection of Anchor Rd./County Rd. 44 and FM 521.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY. This is a request for approval of an expansion of the City's ETJ, subject and part of the Ashland Development. The subject property is located within Brazoria County and adjacent to the northwestern boundary of the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523. No development agreement is currently in place to establish standards for the Ashland Project; however, the City Council has conditionally approved preliminary subdivision plats, subject to a formal development agreement being adopted as well as the successful adoption of this ETJ expansion petition.

TEXAS LOCAL GOVERNMENT CODE Section 42.022(b), provides that owners of land contiguous to the existing extraterritorial jurisdiction ("ETJ") of a municipality, may petition to be included in the municipality's ETJ. This expansion will cause the Ashland Development to be fully within the bounds of the City of Angleton's ETJ area.

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

The City Council has approved the Preliminary Plats forwarded by the P&Z Commission, subject to the approval of the development agreement, pending final development and approval which will address the details of parkland dedication and improvements, or parkland improvements for privately developed and maintained parks, signage and design standards, etc.

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

Recommendation. Council should review and consider approval of the petition requesting inclusion into the Extraterritorial Jurisdiction of the City of Angleton, Texas for property totaling 145.1 acres of land located east and north of the intersection of Anchor Rd./County Rd. 44 and FM 521.

ORDINANCE NO. 20221213-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ACCEPTING THE INCLUSION OF THE HEREIN DESCRIBED PROPERTY INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANGLETON, AND EXTENDING THE BOUNDARY LIMITS OF SAID EXTRATERRITORIAL JURISDICTION TO INCLUDE SAID HEREIN DESCRIBED PROPERTY TOTALING 145.1 ACRES, LOCATED EAST AND NORTH OF THE INTERSECTION OF ANCHOR RD./COUNTY RD. 44 AND FM 521, AND GRANTING TO ALL INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OFFERED BY LAW AND BINDING SAID INHABITANTS BY ALL THE ACTS, ORDINANCES, RESOLUTIONS, LAWS AND REGULATIONS OF THE CITY OF ANGLETON AND THE STATE THAT MAY BE APPLIED OR ENFORCED WITHIN THE EXTRATERRITORIAL JURISDICTION.

WHEREAS, TEXAS LOCAL GOVERNMENT CODE Section 42.022(b), provides that owners of land contiguous to the existing extraterritorial jurisdiction ("ETJ") of a municipality, may petition to be included in the municipality's ETJ;

WHEREAS, the authority granted by TEXAS LOCAL GOVERNMENT CODE Section 42.022(b) requires consent of the governing body ("Council") of the municipality before inclusion into the ETJ;

WHEREAS, the City received a notarized petition titled "Petition Requesting Inclusion in the Extraterritorial Jurisdiction of the City of Angleton, Texas" (Exhibit "A") from Wildrock Holdings LLC, a Delaware limited liability company by SVAG Investments LLC, a Texas limited liability company its Manager; by SVAG Asset Management LLC, a Texas limited liability company its Manager by Sudharshan Vembutty, Manager; Anchor Holdings MP, LLC, a Texas limited liability company by SVAG Investments LLC, a Texas limited liability company its Manager, by SVAG Asset Management, LLC, a Texas limited liability company its Manager by Sudharshan Vembutty, Manager seeking inclusion into the City's ETJ;

WHEREAS, the property subject to the petition and request ("Property") has been identified by in Exhibit "A" & Map Exhibit "B" and as described in the petition as 145.1 acres of land;

WHEREAS, the Property is not included in the ETJ or municipal boundaries of any other municipality;

WHEREAS, the Council held a meeting on Tuesday, December 13, 2022 at 6:00 p.m. and considered an agenda item that read, " AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ACCEPTING THE INCLUSION OF

THE HEREIN DESCRIBED PROPERTY INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANGLETON, AND EXTENDING THE BOUNDARY LIMITS OF SAID EXTRATERRITORIAL JURISDICTION TO INCLUDE SAID HEREIN DESCRIBED PROPERTY TOTALING 145.1 ACRES, LOCATED EAST AND NORTH OF THE INTERSECTION OF ANCHOR RD./COUNTY RD. 44 AND FM 521, AND GRANTING TO ALL INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OFFERED BY LAW AND BINDING SAID INHABITANTS BY ALL THE ACTS, ORDINANCES, RESOLUTIONS, LAWS AND REGULATIONS OF THE CITY OF ANGLETON AND THE STATE THAT MAY BE APPLIED OR ENFORCED WITHIN THE EXTRATERRITORIAL JURISDICTION, all in strict compliance with the TEXAS OPEN MEETINGS ACT, TEXAS GOVERNMENT CODE, Chapter 551; and

WHEREAS, at that meeting, the Council voted, by majority, to accept the petition and to include the Property into the ETJ of the City.

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

SECTION 1. The above recitals are hereby found to be true and correct and are incorporated herein for all purposes. The recitals and language of the petition for inclusion into City's ETJ, shall be incorporated herein for all purposes.

SECTION 2. Exhibit "A" is a petition and metes and bounds description for Tracts 1, 2, 3 and 4) and Map Exhibit "B" for inclusion into the City's ETJ and accurately identifies a tract of land ("Property") owned by acknowledged persons and legal entities owning said tract.

SECTION 3. The Property is hereby accepted into the City's ETJ, as described in Exhibit "A " and Map Exhibit "B", to include all of the "Property" the petitioners have legal title to.

SECTION 4. The Council finds the Property, subject to this petition for inclusion into the City's ETJ, is contiguous to the City's existing ETJ at the time of the acceptance, in full compliance with law.

SECTION 5. The City Secretary shall maintain a file of the original petition and any relevant supporting documents for the Property included in Exhibit "A " and Map Exhibit "B".

SECTION 6. For purposes of determining the date by which the Property was included into the City's ETJ, the effective date of this Ordinance shall govern.

SECTION 7. If the petition subject to this Ordinance shall be deemed unlawful, unconstitutional, or otherwise invalid, the validity or legality of any other ETJ inclusion requests received before or after shall remain unaffected and shall be in full force and effect.

SECTION 8. This Ordinance shall become effective immediately upon its passage.

SECTION 9. The City Secretary is directed to record/file a certified copy of this Ordinance and its supporting exhibits and paperwork with the Brazoria County Clerk's land records and deeds.

SECTION 10. The City Manager or his designee is directed to update the city's boundary and ETJ map available to the public to include the new tract of land into the city's ETJ and to make said map available to any government or coalition of governments that maintains such city boundary maps.

PASSED AND APPROVED ON THIS 13TH DAY OF DECEMBER 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

MULLER

LAW GROUP

A PROFESSIONAL LIMITED LIABILITY COMPANY

202 Century Square Blvd. | Sugar Land, TX 77478 | 281.500.6050

Direct Line: (281) 500-6022

Direct Fax: (281) 277-8207

Richard@MullerLawGroup.com

Richard L. Muller, Jr.
Member

August 19, 2022

Via Certified Mail Return Receipt Requested

Ms. Frances Aguilar
City Secretary
City of Angleton
121 S. Velasco
Angleton, Texas 77515
979-849-4364

Re: Petition for Voluntary Extraterritorial Jurisdiction (ETJ) Expansion

Dear Ms. Aguilar:

Enclosed please find one original Petition for Voluntary ETJ Expansion ("Petition"). The land to be added to the City's ETJ is that portion of the land currently in Brazoria County Municipal Utility District No. 82 that is not already in the ETJ. A map depicting the ETJ line relative to the project is included for your reference. This Petition is submitted in connection with the concept plan submission made last month. The Petitioners reserve the right to withdraw the Petition at any time prior to completion of the ETJ expansion.

If you have any questions, please contact me at the information listed above. Thank you for your attention to this matter.

Sincerely,



Richard L. Muller, Jr.

Enclosures

Exhibit "A"
Item 22.

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

PETITION FOR VOLUNTARY ETJ EXPANSION

To the Mayor and City Council of the City of Angleton:

The undersigned owners of the tract of land described below (the “tract”) hereby petition the City of Angleton to extend the present extraterritorial jurisdiction (“ETJ”) so as to include any portion of the property described on Exhibit A that is not already in the ETJ.

We certify and swear that:


- 1. We are the sole owners of the tract;
- 2. This request for inclusion in Angleton’s ETJ is made voluntarily.

We certify and swear that this petition is signed and acknowledged by each and every person and legal entity owning said tract.

WILDROCK HOLDINGS LLC,
a Delaware limited liability company

By: SVAG Investments LLC,
a Texas limited liability company
its Manager

By: SVAG Asset Management LLC,
a Texas limited liability company
its Manager


By: 

Sudharshan Vembutty, Manager

ANCHOR HOLDINGS MP, LLC,
a Texas limited liability company

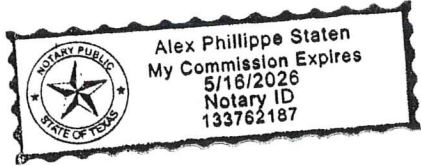
By: SVAG Investments, LLC,
a Texas limited liability company
its Manager

By: SVAG Asset Management, LLC,
a Texas limited liability company
its Manager

By: 
Sudharshan Vembutty, Manager

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 15 day of August, 2022, by
Sudharshan Vembutty





Notary Public in and for the State of Texas

EXHIBIT A

(Anchor Holdings Deed)

A **METES & BOUNDS** description of a 469.08 acre tract of land in the Shubael Marsh Surveys, Abstracts 81 and 82, Brazoria County, Texas, being comprised of the residue of that certain called 541.131 acre tract recorded under County Clerk's File Number 2001016151, Office of the County Clerk, Brazoria County, Texas, and described under County Clerk's File Number 94-006773, Office of the County Clerk, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a concrete monument found in the easterly right-of-way line of F. M. Highway 521 (100-foot wide) for the northwest corner of said called 541.131 acre tract, same being the southwest corner of an adjoining called 2.97 acre tract recorded under County Clerk's File Number 01-008056, Office of the County Clerk, Brazoria County, Texas, for the northwest corner and **Place of Beginning** of the herein described tract;

Thence North 87 degrees 05 minutes 19 seconds East (called North 89 degrees 66 minutes 21 seconds East) along the north line of the herein described tract and said called 541.131 acre tract, same being the south line of said adjoining called 2.97 acre tract, and the south line of an adjoining called 96.50 acre tract recorded under County Clerk's File Number 00-016352, Office of the County Clerk, Brazoria County, Texas, at 284.23 feet (adjoiner called 284.23 feet) plus a 1/2 Inch Iron rod found on said line for the southeast corner of said adjoining called 2.97 acre tract, being the southwest corner of said adjoining called 96.50 acre tract, from which point a 1/2 Inch Iron rod found Inside a 2-Inch Iron pipe bears North 26 degrees 21 minutes 09 seconds West, 3.14 feet, and continuing for a total distance of 2,947.41 feet (called 2,947.82 feet) to a concrete monument found for angle point, said point being the southeast corner of said adjoining called 96.50 acre tract, same being the southwest corner of the adjoining residue of a called 36.97 acre tract recorded under County Clerk's File Number 94-019052, Office of the County Clerk, Brazoria County, Texas;

Thence North 86 degrees 57 minutes 34 seconds East (called North 89 degrees 44 minutes 02 seconds East) along the north line of the herein described tract and said called 541.131 acre tract, same being the south line of said adjoining called 36.97 acre tract, 861.64 feet (called 861.64 feet) to a 5/8 Inch iron rod found for the upper northeast corner of the herein described tract, same being the northwest corner of the adjoining residue of a called 43.308 acre tract recorded under County Clerk's File Number 2017048421, Office of the County Clerk, Brazoria County, Texas, and described as a called 28.23 acre tract under County Clerk's File Number 02-063838, Office of the County Clerk, Brazoria County, Texas, from which point a 1/2 Inch Iron rod (bent) found in the westerly right-of-way line of State Highway 288 for the northeast corner of said adjoining called 28.23 acre tract bears North 86 degrees 36 minutes 30 seconds East, 690.91 feet (adjoiner called North 86 degrees 38 minutes 21 seconds East, 690.84 feet);

Thence South 03 degrees 24 minutes 10 seconds East (called South 03 degrees 23 minutes 39 seconds East) along the common line of the herein described tract and said adjoining called 28.23 acre tract, 1,622.24 feet (called 1,621.88 feet, adjoiner called 1,622.07 feet) to a 1/2 Inch iron rod found for the upper southeast corner of the herein described tract, same being the southwest corner of said adjoining called 28.23 acre tract, and being in the north line of the adjoining residue of a called 60 acre tract recorded under County Clerk's File Number 2011015753, Office of the County Clerk, and in Volume

411, Page 456, Deed Records, Brazoria County, Texas, from which point a 1/2 inch Iron rod with cap marked "CBG Surveying" bears North 48 degrees 04 minutes 18 seconds West, 5.00 feet, and a 5/8 inch iron rod with cap marked "Jones I Carter" set In the westerly right-of-way line of State Highway 288 for the southeast corner of said adjoining called 28.23 acre tract bears North 86 degrees 26 minutes 35 seconds East, 825.98 feet (adjoiner called North 89 degrees 26 minutes 08 seconds East, 826.18 feet);

Thence South 89 degrees 04 minutes 59 seconds West (called South 89 degrees 17 minutes 07 seconds West) along the common line of the herein described tract and said adjoining residue of a called 60 acre tract, 95.11 feet (called 91.58 feet) to a 1/2 inch Iron pipe (bent) found for a reentry corner to the herein described tract, said point being the northwest corner of said adjoining residue of a called 60 acre tract;

Thence South 03 degrees 19 minutes 34 seconds East (called South 00 degrees 23 minutes 47 seconds East) continuing along said common line, 1,550.52 feet (called 1,551.48 feet) to a 1/2 inch Iron rod with cap marked "CBG Surveying" found for a reentry corner to the herein described tract, same being the southwest corner of said adjoining residue of a called 60 acre tract;

Thence North 86 degrees 45 minutes 30 seconds East (called North 89 degrees 13 minutes 03 seconds East) continuing along said common line, 77 4. 79 feet (called 77 4.45 feet) to a concrete monument found for corner, said point being the northwest corner of an adjoining called 4.9560 acre tract (Tract One) recorded under County Clerk's File Number 96-0362520, Office of the County Clerk, Brazoria County, Texas, from which point a 5/8 inch iron rod with cap marked "Jones I Carter" set In the westerly right-of-way line of State Highway 288 for the southeast corner of said adjoining residue of a called 60 acre tract, same being the northeast corner of said adjoining called 4.9560 acre tract, bears North 86 degrees 48 minutes 29 seconds East, 271.50 feet (adjoiner called North 89 degrees 39 minutes 05 seconds East, 276.51 feet);

Thence South 02 degrees 18 minutes 50 seconds East (called South, adjoiner called South 00 degrees 00 minutes 17 seconds West) along the west line of said adjoining called 4.9560 acre tract, 735.89 feet (called 734.69 feet, adjoiner called 735.89 feet) to a 5/8 Inch Iron rod with cap marked "Jones I Carter" set for a reentry corner to the herein described tract, said point being the southwest corner of said adjoining called 4.9560 acre tract, from which point a found 1/2 inch iron rod with cap marked "CBG Surveying" bears North 55 degrees 17 minutes 47 seconds West, 1.70 feet;

Thence North 87 degrees 40 minutes 53 seconds East (called East, adjoiner called East) along the south line of said adjoining called 4.9560 acre tract, 298.2i feet (adjoiner called 301.47 feet) to a 5/8 inch Iron rod with cap marked "Jones I Carter" set in the west right-of-way line of State Highway 288 (width varies) for the lower northeast corner of the herein described tract, same being the southeast corner of said adjoining called 4.9560 acre tract, said point being in a nontangent curve to the right;

Thence along said non-tangent curve to the right, being the west right-of-way line of State Highway 288, having a central angle of 02 degrees 15 minutes 21 seconds, a radius of 11,249.16 feet (called 11,249.16 feet), an arc length of 442.89 feet, and a chord bearing South 01 degree 22 minutes 27 seconds East, 442.87 feet to a concrete monument found at the end of said curve;

Thence South 00 degrees 14 minutes 46 seconds East along the west right-of-way line of State Highway 288, 73.62 feet to a 5/8 inch Iron rod with cap marked "Jones I Carter" set for the southeast

corner of the herein described tract, from which point a 1/2 inch iron rod found in the south line of the aforementioned called 541.131 acre tract and said Shubael Marsh Surveys, Abstracts 81 and 82, same being the north line of the adjoining J, W. Cloud Survey, Abstract 169, being the lower northeast corner of an adjoining called 170.66 acre tract recorded under County Clerk's File Number 00-018840, Office of the County Clerk, Brazoria County, Texas, bears South 00 degrees 14 minutes 46 seconds East, 279.45 feet;

Thence South 87 degrees 09 minutes 33 seconds West (called West, adjoiner called South 89 degrees 54 minutes 51 seconds West) establishing the south line of the herein described tract, at 276.33 feet pass a 1/2 inch Iron rod with cap marked "Max Hagan RPLS 937" found for the upper northeast corner of said adjoining called 170.66 acre tract, and continuing for a total distance of 5,566.94 feet to point for the lower southwest corner of the herein described tract, being in the east line of an adjoining 8.35 acre Contamination Tract surveyed by the undersigned this date, from which point a 1/2 Inch iron rod with cap marked "CBG Surveying" found in the easterly right-of-way line of F. M. Highway 521 for the southwest corner of said called 541.131 acre tract, same being the northwest corner of said adjoining called 170.66 acre tract, bears South 87 degrees 09 minutes 33 seconds West, 566.92 feet;

Thence North 00 degrees 30 minutes 00 seconds East along the common line of the herein described tract and said adjoining 8.35 acre tract, 529.69 feet to a 5/8 inch Iron rod with cap marked "Jones I Carter" set for a reentry corner to the herein described tract, same being the northeast corner of said adjoining 8.35 acre tract;

Thence North 89 degrees 14 minutes 38 seconds West continuing along said common line, 429.95 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the upper southwest corner of the herein described tract, same being the northwest corner of said adjoining 8.35 acre tract, and being in the westerly line of said called 541.131 acre tract, same being the easterly right-of-way line of F. M. Highway 521;

Thence North 14 degrees 02 minutes 37 seconds East (called North 16 degrees 51 minutes 24 seconds East) along the westerly line of the herein described tract and said called 541.131 acre tract, same being the easterly right-of-way line of F. M. Highway 521, 4,030.19 feet (called 4,609.94 feet) to the **Place of Beginning** and containing 469.08 acres of land, more or less.

Property (including any improvements): 8.35 Acre Cutout FM 521, Angleton, TX Also known as;

A **METES & BOUNDS** description of a 8.35 acre tract of land in the Shubael Marsh Surveys, Abstracts 81 and 82, Brazoria County, Texas, being out of and part of the residue of that certain called 170.66 acre tract recorded under County Clerk's File Number 00-018840, Office of the County Clerk, Brazoria County, Texas, and the residue of that certain called 541.131 acre tract recorded under County Clerk's File Numbers 2001016151 and 94-006773, Office of the County Clerk, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, Clerk, South Brazoria Central County, Zone, Texas, based with upon all GPS based upon observations.

Beginning at a 1/2 Inch Iron rod with cap marked "CBG Surveying" found in the easterly right-of-way line: of F. M. Highway 521 (100-foot wide) for the northwest corner of said called 160.77 acre tract, same being the southwest corner of said called 541. 131 acre tract, for the Place of Beginning of the herein described tract, from which point a concrete monument found for the northwest corner of said adjoining called 541.131 acre tract bears North 14 degrees 02 minutes 24 seconds East. 4,611.00

feet;

Thence North 14 degrees 02 minutes 37 seconds East (called North 16 degrees 51 minutes 24 seconds East) along the westerly line of the herein described tract and said called 541.131 acre tract, same being the easterly right-of-way line of F. M. Highway 521, 580.80 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the northwest corner of the herein described tract;

Thence South 89 degrees 14 minutes 38 seconds East establishing the north line of the herein described tract, 429.95 feet to a 5/8 inch rod with cap marked "Jones I Carter" set for the northeast corner of the herein described tract;

Thence South 00 degrees 30 minutes 00 seconds West establishing the east line of the herein described tract, at 529.69 feet pass the south line of said called 541.121 acre tract, same being the north line of said called 170.66 acre tract, and continuing for a total distance of 705.09 feet to a 5/8 inch rod with cap marked "Jones I Carter" set for the southeast corner of the herein described tract;

Thence North 14 degrees 05 minutes 31 seconds East (called North 16 degrees 49 minutes 53 seconds East) along the westerly line of the herein described tract and said called 170.66 acre tract, same being the easterly right-of-way line of F.M. Highway 521, 146.72 feet to the Place of Beginning and containing 8.35 acres of land, more or less.

TBD Highway 288 North, Angleton, TX, also known as:

A **METES & BOUNDS** description of a 4.90 acre tract of land in the Shubael Marsh Surveys, Abstracts 81 & 82, Brazoria County, Texas, being that certain called 4.9560 acre tract (Tract One) recorded under County Clerk's File Number 96-036250, Office of the County Clerk, Brazoria County, Texas, said called 4.9560 acre tract being Reserve "E" of Beechwood Subdivision, according to map or plat thereof recorded in Volume 15, Page 289, Deed Records, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a 5/8 Inch iron rod with cap marked "Jones I Carter" found in the westerly right-of-way line of State Highway 288 for the northeast corner of said Reserve "E", same being the southeast corner of the adjoining residue of a called 60 acre tract recorded under County Clerk's File Number 2011015753, Office of the County Clerk, Brazoria County, Texas, and Volume 411, Page 456, Deed Records, Brazoria County, Texas, for the northeast corner and Place of Beginning of the herein described tract, said point being in a non-tangent curve to the right;

Thence along said non-tangent curve to the right, being the westerly right-of-way line of State Highway 288, having a central angle of 03 degrees 46 minutes 20 seconds (called 03 degrees 45 minutes 34 seconds), a radius of 11,249.16 feet (called 11,249.16 feet), an arc length of 740.65 feet (called 738.12 feet), and a chord bearing South 04 degrees 23 minutes 18 seconds East, 740.51 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the southeast corner of the herein described tract, same being the lower northeast corner of the adjoining residue of a called 541.131 acre tract recorded under County Clerk's File Number 2001016151, Office of the County Clerk, Brazoria County, Texas, and described under County Clerk's File Number 94-006773, Office of the County Clerk, Brazoria County, Texas;

Thence South 87 degrees 40 minutes 53 seconds West (called West) along the common line of the herein described tract and said adjoining residue of a called 541.131 acre tract, 298.27 feet (called 301.47 feet) to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the southwest corner of the herein described tract, same being a reentry corner to said adjoining residue of a called 541.131 acre tract, from which point a found 1/4 inch iron rod with cap marked "CBG Surveying" bears North 55 degrees 17 minutes 47 seconds West, 1.70 feet;

Thence North 02 degrees 18 minutes 50 seconds West (called North 00 degrees 00 minutes 17 seconds East) continuing along said common line, 735.89 feet (called 735.89 feet) to a concrete monument found for the northwest corner of the herein described tract and said Reserve "E", same being a northeast corner of said adjoining residue of a called 541.131 acre tract, and being in the south line of the aforementioned adjoining residue of a called 60 acre tract;

Thence North 86 degrees 48 minutes 29 seconds East (called North 89 degrees 39 minutes 05 seconds East) along the north line of the herein described tract and said Reserve "E", same being the south line of said adjoining residue of a called 60 acre tract, 271.50 feet (called 276.51 feet) to the Place of Beginning and containing 4.90 acres of land, more or less.

(Tract 1: Wildrock Deed)

A **METES & BOUNDS** description of a 166.74 acre tract of land in the George Robinson League, Abstract 126, and the J. W. Cloud Survey, Abstract 169, Brazoria County, Texas, being that certain called 170.00 acre tract recorded under County Clerk's File Number 2005070199, Office of the County Clerk, Brazoria County, Texas, and Volume 1323, Page 467, Deed Records, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a ½ inch iron rod found in the west right-of-way line of State Highway 288 (width varies) for the upper southeast corner of said called 170.00 acre tract, same being the northeast corner of an adjoining called 15 acre tract recorded under County Clerk's File Number 02-067061, Office of the County Clerk, Brazoria County, Texas, for the upper southeast corner and Place of Beginning of the herein described tract;

Thence South 87 degrees 02 minutes 34 seconds West (called South 89 degrees 49 minutes 26 seconds West) along the upper south line of the herein described tract and said called 170.00 acre tract, same being the north line of said adjoining called 15 acre tract, 354.62 feet (adjoiner called 354.89 feet) to a ½ inch iron rod found for angle point, said point being the northwest corner of said adjoining called 15 acre tract, same being the northeast corner of an adjoining called 91.87 acre tract (Tract Three) recorded under County Clerk's File Number 2015014625, Office of the County Clerk, Brazoria County, Texas, and described in Volume 362, Page 470, Deed Records, Brazoria County, Texas, said point being in the centerline of the Angleton Protection Levee;

Thence South 86 degrees 59 minutes 15 seconds West (called South 89 degrees 49 minutes 26 seconds West) along the north line of said adjoining called 91.87 acre tract, 2,103.32 feet (adjoiner called 2,093.00 feet) to a ½ inch iron rod with cap marked "Stroud 2112" found for the northwest corner of said adjoining called 91.87 acre tract, for a reentry corner to the herein described tract and said called 170.00 acre tract, said point being in the west line of said J. W. Cloud Survey, Abstract 169, same being the east line of said George Robinson League, Abstract 126;

Thence South 02 degrees 44 minutes 56 seconds East (called South 00 degrees 03 minutes 18 seconds West) along the east line of said called 170.00 acre tract and said George Robinson League, Abstract 126, same being the west line of said J. W. Cloud Survey, Abstract 169, and the west line of said adjoining called 91.87 acre tract, 803.82 feet (called 803.85 feet) to a ½ inch iron rod found for the lower southeast corner of the herein described tract and said called 170.00 acre tract, same being the northeast corner of the adjoining residue of a called 134 acre tract (Third Tract) recorded in Volume 1323, Page 467, Deed Records, Brazoria County, Texas;

Thence South 87 degrees 10 minutes 12 seconds West (called West) along the south line of the herein described tract and said called 170.00 acre tract, same being the north line of said adjoining residue of a called 134 acre tract, 4,139.48 feet (called 4,138.93 feet) to a concrete monument found for the southwest corner of the herein described tract and said called 170.00 acre tract, same being the northwest corner of said adjoining residue of a called 134 acre tract, and being in the easterly right-of-way line of County Road 44, being a non-tangent curve to the right;

Thence with said non-tangent curve to the right, being the east right-of-way line of County Road 44, having a central angle of 04 degrees 01 minute 29 seconds, an arc length of 195.03 feet, a radius of

2,776.40 feet, and a chord bearing North 07 degrees 55 minutes 26 seconds West, 194.99 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the southwest corner of an adjoining called 1.0371 acre tract recorded under County Clerk's File Number 2008008925, Office of the County Clerk, Brazoria County, Texas;

Thence North 84 degrees 54 minutes 13 seconds East (adjoiner called North 87 degrees 44 minutes 03 seconds East) along the common line of the herein described tract and said adjoining called 1.0371 acre tract, at 2.72 feet pass a 1/2 inch iron rod with cap marked "RPLS 4808" found on said line, and continuing for a total distance of 252.52 feet (adjoiner called 249.38 feet) to a 1/2 inch iron rod with cap marked "RPLS 4808" found for the southeast corner of said adjoining called 1.0371 acre tract for a reentry corner to the herein described tract;

Thence North 04 degrees 18 minutes 51 seconds West (adjoiner called North 01 degree 25 minutes 53 seconds West) continuing along said common line, 181.64 feet (adjoiner called 181.64 feet) to a 5/8 inch iron rod found for the northeast corner of said adjoining called 1.0371 acre tract for a reentry corner to the herein described tract;

Thence South 84 degrees 43 minutes 22 seconds West (adjoiner called South 87 degrees 32 minutes 52 seconds West) continuing along said common line, at 247.53 feet (adjoiner called 247.28 feet) pass a 1/2 inch iron rod found on said line, and continuing for a total distance of 251.68 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the northwest corner of said adjoining called 1.0371 acre tract, said point being in the east right-of-way line of County Road 44, and being in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, being the east right-of-way line of County Road 44, transitioning to the easterly right-of-way line of F. M. Highway 521, having a central angle of 02 degrees 03 minutes 06 seconds, an arc length of 99.42 feet, a radius of 2,776.40 feet, and a chord bearing North 01 degree 09 minutes 09 seconds West, 99.41 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for corner, said point being the southwest corner of an adjoining 2.00 acre Cemetery Tract surveyed by the undersigned this date;

Thence North 86 degrees 53 minutes 22 seconds East along the common line of the herein described tract and said adjoining 2.00 acre tract, 300.86 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for a reentry corner to the herein described tract, same being the southeast corner of said adjoining 2.00 acre tract;

Thence North 02 degrees 35 minutes 14 seconds West continuing along said common line, 300.95 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for a reentry corner to the herein described tract, same being the northeast corner of said adjoining 2.00 acre tract;

Thence South 87 degrees 10 minutes 16 seconds West continuing along said common line, 36.15 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for corner, said point being the southeast corner of an adjoining 1.00 acre Out Tract surveyed by the undersigned this date;

Thence North 02 degrees 49 minutes 43 seconds West along the common line of the herein described tract and said adjoining 1.00 acre tract, 241.04 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for a reentry corner to the herein described tract, same being the northeast corner of said adjoining 1.00 acre tract;

Thence South 87 degrees 06 minutes 39 seconds West continuing along said common line, 185.97 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for corner, being the northwest corner of said adjoining 1.00 acre tract, said point being in the easterly right-of-way line of F. M. Highway 521, and being in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, being the easterly right-of-way line of F. M. Highway 521, having a central angle of 02 degrees 45 minutes 33 seconds, an arc length of 133.71 feet, a radius of 2,776.40 feet, and a chord bearing North 12 degrees 36 minutes 13 seconds East, 133.69 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set at the end of said curve;

Thence North 13 degrees 58 minutes 59 seconds East (called North 16 degrees 49 minutes 53 seconds East) along the westerly line of the herein described tract and said called 170.00 acre tract, same being the easterly right-of-way line of F. M. Highway 521, 302.34 feet to a concrete monument found for the northwest corner of the herein described tract and said called 170.00 acre tract, same being the southwest corner of an adjoining called 170.66 acre tract recorded under County Clerk's File Number 00-018840, Office of the County Clerk, Brazoria County, Texas;

Thence North 87 degrees 10 minutes 17 seconds East (called East) along the north line of the herein described tract and said called 170.00 acre tract, same being the south line of said adjoining called 170.66 acre tract, 6,441.91 feet (called 6,440.96 feet) to a 1/2 inch iron rod found in the west right-of-way line of State Highway 288 for the northeast corner of the herein described tract and said called 170.00 acre tract, same being the southeast corner of said adjoining called 170.66 acre tract;

Thence South 00 degrees 14 minutes 46 seconds East (called South 02 degrees 34 minutes 15 seconds West) along the east line of the herein described tract and said called 170.00 acre tract, same being the west right-of-way line of State Highway 288, 625.14 feet (called 625.02 feet) to the **Place of Beginning** and containing 166.74 acres of land, more or less.

(Tract 2: Wildrock Deed)

A **METES & BOUNDS** description of a 165.94 acre tract of land in the Shubael Marsh Surveys, Abstracts 81 and 82, the George Robinson League, Abstract 126, and the J. W. Cloud Survey, Abstract 169, Brazoria County, Texas, being the residue of that certain called 170.66 acre tract recorded under County Clerk's File Number 00-018840, Office of the County Clerk, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a ½ inch iron rod with cap marked "CBG Surveying" found in the easterly right-of-way line of F. M. Highway 521 (100-foot wide) for the northwest corner of said called 160.77 acre tract, same being the southwest corner of an adjoining called 541.131 acre tract recorded under County Clerk's File Numbers 2001016151 and 94-006773, Office of the County Clerk, Brazoria County, Texas, from which point a concrete monument found for the northwest corner of said adjoining called 541.131 acre tract bears North 14 degrees 02 minutes 24 seconds East, 4,611.00 feet;

Thence North 87 degrees 09 minutes 33 seconds East (called North 89 degrees 54 minutes 51 seconds East) along the north line of said called 170.66 acre tract, same being the south line of said adjoining called 541.131 acre tract, 566.92 feet to a point for the upper northwest corner and **Place of Beginning** of the herein described tract, said point being in the east line of an adjoining 8.35 acre Contamination Tract surveyed by the undersigned this date,

Thence North 87 degrees 09 minutes 33 seconds East (called North 89 degrees 54 minutes 51 seconds East) along the north line of the herein described tract and said called 170.66 acre tract, same being the south line of said adjoining called 541.131 acre tract, 5,290.61 feet (called 5,857.00 feet) to a ½ inch iron rod with cap marked "Max Hagan RPLS 937" found for the upper northeast corner of the herein described tract, being a reentry corner to said adjoining called 541.131 acre tract;

Thence South 02 degrees 36 minutes 34 seconds East (called South 00 degrees 00 minutes 10 seconds East) continuing along the common line of said called 170.66 acre tract and said adjoining called 541.131 acre tract, 278.05 feet (called 278.25 feet) to a ½ inch iron rod found for a reentry corner to the herein described tract and said called 170.66 acre tract, same being a southeast corner of said adjoining called 541.131 acre tract, and being in the south line of said Shubael Marsh Surveys, Abstracts 81 and 82, same being the north line of said J. W. Cloud Survey, Abstract 169;

Thence North 87 degrees 24 minutes 03 seconds East (called East) continuing along said common line, 264.80 feet (called 264.42 feet) to a ½ inch iron rod found for the lower northeast corner of the herein described tract, and being in the west right-of-way line of State Highway 288 (width varies);

Thence South 00 degrees 14 minutes 46 seconds East (called South 02 degrees 34 minutes 15 seconds West) along the east line of the herein described tract, same being the west right-of-way line of State Highway 288, 912.17 feet (called 912.51 feet) to a ½ inch iron rod found for the southeast corner of the herein described tract, same being the northeast corner of an adjoining called 170.00 acre tract recorded under County Clerk's File Number 2005070199, Office of the County Clerk, Brazoria County, Texas, and described in Volume 1323, Page 467, Deed Records, Brazoria County, Texas;

Thence South 87 degrees 10 minutes 17 seconds West (called West) along the south line of the herein described tract and said called 170.66 acre tract, same being the north line of said adjoining called

170.00 acre tract, 6,441.91 feet (called 6,440.88 feet) to a concrete monument found in the easterly right-of-way line of F. M. Highway 521 for the southwest corner of the herein described tract, same being the northwest corner of said adjoining called 170.00 acre tract;

Thence North 14 degrees 05 minutes 31 seconds East (called North 16 degrees 49 minutes 53 seconds East) along the westerly line of the herein described tract and said called 170.66 acre tract, same being the easterly right-of-way line of F. M. Highway 521, 973.60 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set on said line for corner, said point being the southwest corner of the adjoining residue of a called 2 acre tract recorded in Volume 122, Page 203, Deed Records, Brazoria County, Texas, and being in the north line of said George Robinson League, Abstract 126, same being the south line of said Shubael Marsh Surveys, Abstracts 81 and 82;

Thence North 87 degrees 21 minutes 22 seconds East along the common line of the herein described tract and said adjoining residue of a called 2 acre tract, 1,700.63 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the southeast corner of said adjoining called 2 acre tract for a reentry corner to the herein described tract;

Thence North 02 degrees 38 minutes 38 seconds West continuing along said common line, 50.00 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the northeast corner of said adjoining residue of a called 2 acre tract for a reentry corner to the herein described tract;

Thence South 87 degrees 21 minutes 22 seconds West continuing along said common line, 1,685.60 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the northwest corner of said adjoining residue of a called 2 acre tract for the upper southwest corner of the herein described tract, said point being in the easterly right-of-way line of F. M. Highway 521;

Thence North 14 degrees 05 minutes 31 seconds East (called North 16 degrees 49 minutes 53 seconds East) along the westerly line of the herein described tract and said called 170.66 acre tract, same being the easterly right-of-way line of F. M. Highway 521, 70.37 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the lower northwest corner of the herein described tract, same being the southwest corner of the aforementioned adjoining 8.35 acre tract'

Thence South 89 degrees 31 minutes 26 seconds East along the common line of the herein described tract and said adjoining 8.35 acre tract, 600.44 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for a reentry corner to the herein described tract, same being the southeast corner of said adjoining 8.35 acre tract;

Thence North 00 degrees 30 minutes 00 seconds East continuing along said common line, 175.40 feet to the **Place of Beginning** and containing 165.94 acres of land, more or less.

(Tract 3: Wildrock Deed)

A **METES & BOUNDS** description of a 61.20 acre tract of land in the George Robinson League, Abstract 126, Brazoria County, Texas, being comprised of the residue of that certain called 134 acre tract (Third Tract) recorded in Volume 1323, Page 467, Deed Records, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a 5/8 inch iron rod with cap marked "RPLS 4808" found for the southeast corner of said residue of a called 134 acre tract, same being the northeast corner of an adjoining called 116.155 acre tract recorded under County Clerk's File Number 2018029439, Office of the County Clerk, Brazoria County, Texas, for the southeast corner and Place of Beginning of the herein described tract, said point being in the east line of said George Robinson League, Abstract 126, same being the west line of the adjoining J. W. Cloud Survey, Abstract 169, and the west line of an adjoining called 91.87 acre tract (Tract Three) recorded under County Clerk's File Number 2015014625, Office of the County Clerk, Brazoria County, Texas, and described in Volume 362, Page 470, Deed Records, Brazoria County, Texas;

Thence South 86 degrees 53 minutes 29 seconds West along the south line of the herein described tract, same being the north line of said adjoining called 116.155 acre tract, and the north line of an adjoining called 4.52 acre tract recorded under County Clerk's File Number 2010021440, Office of the County Clerk, at 3,502.15 feet (adjoiner called 3,502.23 feet) pass a 3/4 inch iron pipe found on said line for the upper northwest corner of said adjoining called 116.155 acre tract, being the northeast corner of said adjoining called 4.52 acre tract, and continuing for a total distance of 3,742.61 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the lower southwest corner of the herein described tract, same being the southeast corner of the adjoining residue of a called 1.0 acre tract recorded in Volume 1251, Page 707, Deed Records, Brazoria County, Texas;

Thence North 04 degrees 36 minutes 11 seconds West (adjoiner called North) along the common line of the herein described tract and said adjoining residue of a called 1.0 acre tract, 158.90 feet (adjoiner called 156.75 feet) to a 5/8 inch iron rod with cap marked "Jones I Carter" set at a fence post for the northeast corner of said adjoining called 1.0 acre tract, being a reentry corner to the herein described tract;

Thence South 87 degrees 02 minutes 13 seconds West (adjoiner called West) continuing along said common line, at 265.75 feet pass a 1/2 inch iron rod with cap marked "CBG Surveying" found on said line, and continuing for a total distance of 277.30 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the upper southwest corner of the herein described tract, being the northwest corner of said adjoining residue of a called 1.0 acre tract, said point being in the east right-of-way line of County Road 44, and being in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, being the east right-of-way line of County Road 44, having a central angle of 10 degrees 54 minutes 37 seconds, an arc length of 528.68 feet, a radius of 2,776.40 feet, and a chord bearing North 15 degrees 23 minutes 29 seconds West, 527.88 feet to a concrete monument found for the northwest corner of the herein described tract, same being the southwest corner of an adjoining called 170.00 acre tract recorded under County Clerk's File Number 2005070199, Office of the County Clerk, Brazoria County, Texas, and described in Volume 1323, Page 467, Deed Records, Brazoria County, Texas;

Thence North 87 degrees 10 minutes 12 seconds East (adjoiner called East) along the north line of the herein described tract, same being the south line of said adjoining called 170.00 acre tract, 4,139.48 feet (adjoiner called 4,138.93 feet) to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the southeast corner of said adjoining called 170.00 acre tract, and being in the east line of said George Robinson League, Abstract 126, same being the west line of the aforementioned adjoining J. W. Cloud Survey, Abstract 169, and the west line of the aforementioned adjoining called 91.87 acre tract;

Thence South 02 degrees 50 minutes 23 seconds East along the east line of the herein described tract and said George Robinson League, Abstract 126, same being the west line of said adjoining J. W. Cloud Survey, Abstract 169, and the west line of said adjoining called 91.87 acre tract, 655.23 feet to the **Place of Beginning** and containing 61.20 acres of land, more or less.

(Tract 4: Wildrock Deed)

A **METES & BOUNDS** description of a 1.73 acre tract of land in the Shubael Marsh Surveys, Abstracts 81 and 82, Brazoria County, Texas, being out of and a part of the residue of that certain called 541.131 acre tract recorded under County Clerk's File Number 2001016151, Office of the County Clerk, Brazoria County, Texas, and described under County Clerk's File Number 94-006773, Office of the County Clerk, Brazoria County, Texas, said 1.73 acre tract also being out of and a part of the residue of that certain called 375.598 acre tract (First Tract) recorded in Volume 1323, Page 467, Deed Records, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a ½ inch iron rod found in the west right-of-way line of State Highway 288 (width varies) for a southeast corner of said residue of a called 541.131 acre tract and said called 375.598 acre tract, same being the lower northeast corner of an adjoining called 170.66 acre tract recorded under County Clerk's File Number 00-018840, Office of the County Clerk, Brazoria County, Texas, for the southeast corner and Place of Beginning of the herein described tract, said point being in the south line of said Shubael Marsh Surveys, Abstracts 81 and 82, same being the north line of the adjoining J. W. Cloud Survey, Abstract 169;

Thence South 87 degrees 24 minutes 03 seconds West (called West, adjoiner called North 89 degrees 53 minutes 10 seconds West) along the south line of the herein described tract, said called 541.131 acre tract, and said Shubael Marsh Surveys, Abstracts 81 and 82, same being the north line of said adjoining called 170.66 acre tract and said J. W. Cloud Survey, Abstract 169, 264.80 feet (adjoiner called 264.42 feet) to a ½ inch iron rod found for the southwest corner of the herein described tract, being a reentry corner to the herein described tract;

Thence North 02 degrees 36 minutes 34 seconds West (called North, adjoiner called North 00 degrees 06 minutes 40 seconds East) along the common line of the herein described tract and said adjoining called 170.66 acre tract, 278.05 feet (called 278.4 feet, adjoiner called 278.25 feet) to a ½ inch iron rod with cap marked "Max Hagan RPLS 937" found for the northwest corner of the herein described tract, being the upper northeast corner of said adjoining called 170.66 acre tract;

Thence North 87 degrees 09 minutes 33 seconds East establishing the north line of the herein described tract, crossing said called 541.131 acre tract and said called 375.598 acre tract, 276.33 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set in the west right-of-way line of State Highway 288 for the northeast corner of the herein described tract;

Thence South 00 degrees 14 minutes 46 seconds East along the east line of the herein described tract, being the west right-of-way line of State Highway 288, 279.45 feet to the **Place of Beginning** and containing 1.73 acres of land, more or less.

2 Acre Cutout FM 521, Angleton, TX, also known as:

A **METES & BOUNDS** description of a 2.00 acre tract of land in the George Robinson League, Abstract 126, being out of and a part of that certain called 170.00 acre tract recorded under County Clerk's File Number 2005070199, Office of the County Clerk, Brazoria County, Texas, and Volume 1323, Page 467, Deed Records, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a 5/8 inch iron rod with cap marked "Jones I Carter" set in the east right-of-way line of County Road 44 for the northwest corner of an adjoining called 1.0371 acre tract recorded under County Clerk's File Number 2008008925, Office of the County Clerk, Brazoria County, Texas, for a southwest corner of said called 170.00 acre tract, and being in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, being the east right-of-way line of County Road 44, transitioning to the easterly right-of-way line of F. M. Highway 521, having a central angle of 02 degrees 03 minutes 06 seconds, an arc length of 99.42 feet, a radius of 2,776.40 feet, and a chord bearing North 01 degree 09 minutes 09 seconds West, 99.41 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the southwest corner and Place of Beginning of the herein described tract;

Thence continuing with said non-tangent curve to the right, having a central angle of 06 degrees 16 minutes 36 seconds, an arc length of 304.15 feet, a radius of 2,776.40 feet, and a chord bearing North 03 degrees 00 minutes 42 seconds East, 304.00 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the northwest corner of the herein described tract;

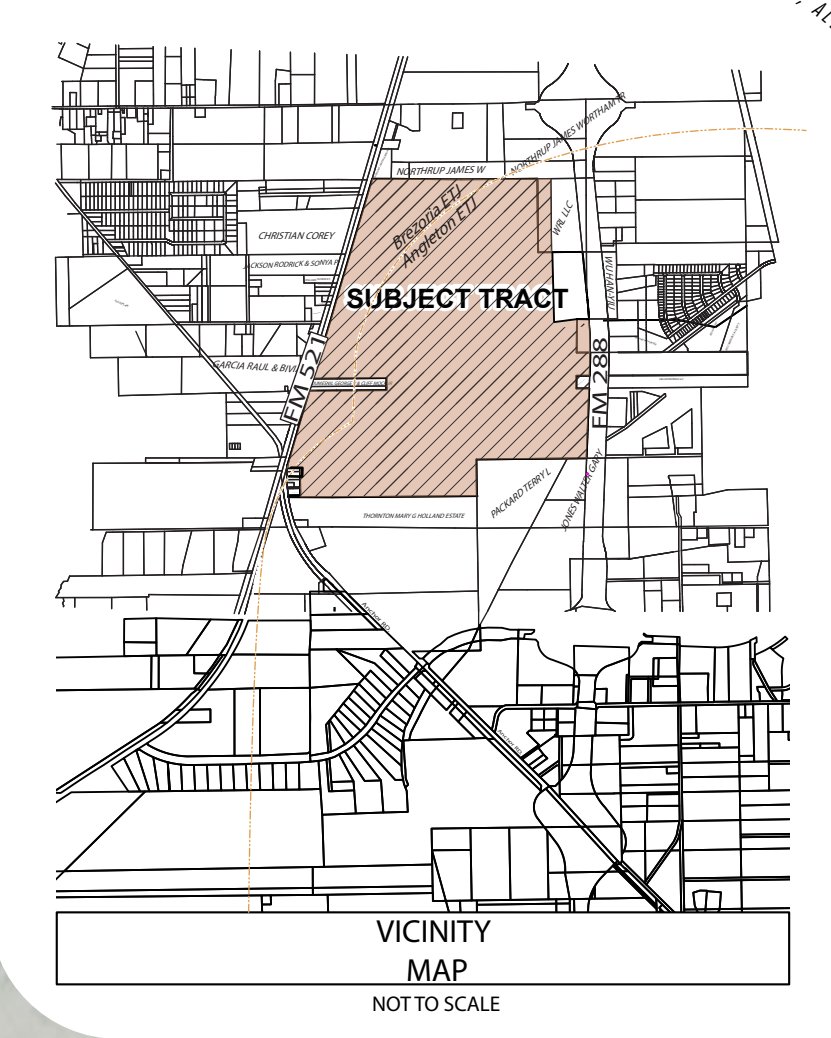
Thence North 87 degrees 10 minutes 16 seconds East establishing the north line of the herein described tract 271.19 feet to a 5/8 inch iron rod with cap marked "Jones I Carter" set for the northeast corner of the herein described tract;

Thence South 02 degrees 35 minutes 14 seconds East establishing the east line of the herein described tract, 300.95 feet to a 5/8 inch Iron rod with cap marked "Jones I Carter" set for the southeast corner of the herein described tract;

Thence South 86 degrees 53 minutes 22 seconds West establishing the south line of the herein described tract, 300.86 feet to the Place of Beginning and containing 2.00 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "B"



**PROPOSED
ETJ EXPANSION
±109.7 Ac.**

**City of Angleton ETJ
±735.1 Ac.**

**PROPOSED
ETJ EXPANSION
±35.4 Ac.**

Brazoria County
Angleton ETJ

SH 288

ANCHOR RD

AN ETJ EXHIBIT

ASHLAND

BEING ± 879.9 ACRES OF LAND

GEORGE ROBINSON LEAGUE ABSTRACT 126
SHUBAEL MARSH SURVEYS, ABSTRACTS 81 & 82
BRAZORIA COUNTY, TEXAS

ANCHOR MP HOLDINGS LLC.

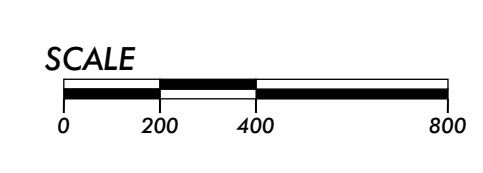
101 Parklane Blvd
Sugar Land Tx, 77478
ATTN: MR. Shaun Vembutty
PH.# 281-617-6304

QUIDDITY

2322 W GRAND Pkwy N
SUITE 150, Katy, TX 77449
PH.# 512-441-9493



24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422



MTA-78006
DECEMBER 1, 2022

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