



CITY OF ANGLETON
CITY COUNCIL REGULAR MEETING AGENDA
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, AUGUST 10, 2021 AT 6:00 PM

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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, AUGUST 10, 2021, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

This meeting will also be live-streamed:
City's website at <https://angleton.tx.us/445/Meeting-Videos>
Facebook at <https://www.facebook.com/cityofangleton/>

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

1. a. Presentation of donation from Friends of the Angleton Library for the Dickey Park StoryWalk structures
- b. Employee service awards.

CONSENT AGENDA

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

- [2.](#) Discussion and possible action to approve the minutes of the Angleton City Council regular called meeting of May 11, 2021, special called meeting of May 25, 2021, regular called meeting of May 25, 2021, special called meeting of July 27, 2021, regular called meeting of July 27, 2021.
- [3.](#) Discussion and possible action on Resolution No. 20210810-003 extending the disaster declaration signed by the Mayor on March 17, 2020, through September 14, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
- [4.](#) Discussion and possible action on Resolution No. 20210810-004 extending the disaster declaration signed by the Mayor on February 15, 2021, through September 13, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
- [5.](#) Discussion and possible action on Resolution No. 20210810-005 declaring property salvage or surplus and authorizing the disposal or sale of certain items of surplus or salvage property, providing an effective date.

PUBLIC HEARINGS AND ACTION ITEMS

- [6.](#) Conduct a public hearing, discussion, and possible action on the Riverwood Ranch Section 2 Subdivision preliminary replat.
- [7.](#) Conduct a public hearing, discussion, and possible action on the Hancock Subdivision consolidation replat and a variance of Section 23.12 requiring a right-of-way dedication.
- [8.](#) Conduct a public hearing, discussion, and possible action on an Ordinance No. 20210810-008 rezoning an approximate 164.50 acres of land in the J. de J. Valderas Survey, Abstract No. 380, Brazoria County, Texas from the Agricultural District (AG) to a Planned Development (PD) District.
- [9.](#) Conduct a public hearing, discussion, and possible action on Ordinance No. 20210810-009 adopting a consolidated schedule of fees reflecting those fees contained in the Code of Ordinances of the City of Angleton, Texas; providing for repeal; providing for penalty; providing for severability; providing for an effective date.

REGULAR AGENDA

10. Update on TxDot projects.
- [11.](#) Presentation, discussion, and possible action on the Windmill Ridge project.
- [12.](#) Presentation, discussion, and possible action on the Broadband Study.
- [13.](#) Presentation, discussion, and possible action on the Gateway Master Plan presented by Clark Condon.
- [14.](#) Update on the solar street light project.

- [15.](#) Discussion and possible action on an Interlocal Agreement with Brazoria County to assist in the construction, improvement, maintenance, and/or repair of streets and alleys within the corporate limits of the City.
- [16.](#) Discussion and possible action on to pursue mitigation grant funding for warning sirens or withdraw.
- [17.](#) Discussion and possible action on any of Governor Abbott's latest executive orders, Brazoria County's emergency declarations and impact on the City of Angleton and how to proceed with city business in the future.
- [18.](#) Discussion and possible action to approve Changes to the 2021-2022 Proposed Budget, Proposed Ad Valorem Tax Rate, and the Capital Improvement Plan.
- [19.](#) Discussion and possible action on the Chenango Water Plant – Ground Storage Tank.
- [20.](#) Discussion and possible action on the Angleton Operations Center funding logistics action plan.
- [21.](#) Discussion and possible action to approve Projects for Debt Issuance and the related 2022-2026 Capital Improvement Plan.

ADJOURNMENT

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

CERTIFICATION

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

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

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 13, 2021

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Presentation of a check from Friends of the Angleton Library to the City of Angleton Parks & Recreation Department for StoryWalk structures within Dickey Park.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: \$3000.00

FUNDS REQUESTED: \$0.00

FUND: 96-500-595

EXECUTIVE SUMMARY:

The Angleton Library and the City of Angleton's Parks & Recreation Department have partnered to offer books in Dickey Park on a quarterly basis with temporary H-frame coroplast signs. StoryWalk® programs help to promote literacy, reading, health, exercise, and movement in communities and neighborhoods across the United States and the world.

In collaboration with the Angleton Library and non-profit organization, Friends of the Angleton Library, 24 StoryWalk structures have been installed along Dickey Park trail. The Friends of the Angleton Library contributed \$3,000 to install StoryWalk structures to make this a permanent program, and amenity, in our park system. The City of Angleton, Angleton Library, and representatives from Friends of the Angleton Library celebrated Dickey Park's StoryWalk grand opening and ribbon cutting on August 2, 2021.

RECOMMENDATION:

Staff recommends the City Council recognize Friends of the Angleton Library's contribution to the StoryWalk structures at Dickey Park.



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 13, 2021

PREPARED BY: Frances Aguilar

AGENDA CONTENT: Discussion and possible action to approve the minutes of the Angleton City Council regular called meeting of May 11, 2021, special called meeting of May 25, 2021, regular called meeting of May 25, 2021, special called meeting of July 27, 2021, regular called meeting of July 27, 2021.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: EnterTextHere

FUNDS REQUESTED: EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY:

Staff is presenting the following minutes for approval: Angleton City Council regular called meeting of May 11, 2021, special called meeting of May 25, 2021, regular called meeting of May 25, 2021, special called meeting of July 27, 2021, regular called meeting of July 27, 2021.

RECOMMENDATION:

Staff recommends Council approve the minutes as presented.



CITY OF ANGLETON
CITY COUNCIL SPECIAL MEETING MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, JULY 27, 2021 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL WITH ANGLETON BETTER LIVING CORPORATION AND PARKS & RECREATION BOARD IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A SPECIAL MEETING ON TUESDAY, JULY 27, 2021, 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 6:02 P.M., Mayor pro-tem Wright, Council Member Booth, Council Member Gongora, Council Member Svoboda, and Council Member Townsend were present. Mayor Perez was absent.

Others present were William Jackson, Chris Peltier, Charlyn Rogers, Bill Ahlstrom, Clara Dannhaus, and Bonnie McDaniel.

WORK SESSION

1. Presentation on Freedom Park Master Plan concepts by Burditt Consulting, with Parks and Recreation Board and Angleton Better Living Corporation.

Presentation was provided by Claudia Walker with Burditt Consultants, LLC.

ADJOURNMENT

The meeting was adjourned at 7:15 P.M.

These minutes were approved by Angleton City Council on this the 10th day of August 2021, upon a motion by XX, seconded by XX. The motion passed on a 6-0 vote.

CITY OF ANGLETON, TEXAS

 Jason Perez
 Mayor

ATTEST:

 Frances Aguilar, TRMC, MMC
 City Secretary



CITY OF ANGLETON
CITY COUNCIL SPECIAL MEETING MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, MAY 25, 2021 AT 5:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL WITH ANGLETON BETTER LIVING CORPORATION AND PARKS & RECREATION BOARD IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A SPECIAL MEETING ON TUESDAY, MAY 25, 2021, AT 5:00 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 5:07 P.M., Mayor Perez, Mayor pro-tem Wright, Council Member Booth, Council Member Gongora, and Council Member Townsend were present. Council Member Svoboda was absent.

Others present were Ellen Eby, William Jackson, Chris Peltier, Charlyn Rogers, Bill Ahlstrom, Clara Dannhaus, Bonnie McDaniel, Jamie Moreno, Steven Sebok, and Terry Roberts.

REGULAR AGENDA

1. Presentation on Freedom Park Master Plan concepts by Burditt Consulting.

Presentation was provided by Claudia Walker with Burditt Consultants, LLC.

ADJOURNMENT

The meeting was adjourned at 6:01 P.M.

These minutes were approved by Angleton City Council on this the 10th day of August 2021, upon a motion by XX, seconded by XX. The motion passed on a 6-0 vote.

CITY OF ANGLETON, TEXAS

 Jason Perez
 Mayor

ATTEST:

 Frances Aguilar, TRMC, MMC
 City Secretary



CITY OF ANGLETON
CITY COUNCIL REGULAR MEETING MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, JULY 27, 2021 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 REGULAR MEETING ON TUESDAY, JULY 27, 2021, 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 7:26 P.M., Mayor pro-tem Wright, Council Member Booth, Council Member Gongora, Council Member Svoboda, and Council Member Townsend were present. Mayor Perez was absent.

PLEDGE OF ALLEGIANCE

Council Member Townsend led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CEREMONIAL PRESENTATIONS

1. Presentation of the July 2021 Yard of the Month and Business of the Month by Keep Angleton Beautiful.

CONSENT AGENDA

The following items were acted on in one motion.

2. Discussion and possible action on Resolution No. 20210727-002 adding new mitigation items to the adopted Brazoria County Mitigation Plan.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved Resolution No. 20210727-002. The motion passed on a 5-0 vote. Mayor Perez was absent.

3. Discussion and possible action on Resolution No. 20210727-003 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.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved Resolution No. 20210727-003. The motion passed on a 5-0 vote. Mayor Perez was absent.

4. Discussion and possible action on the Industrial District Agreements.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved the Industrial District Agreements. The motion passed on a 5-0 vote. Mayor Perez was absent.

5. Discussion and possible action on a request from Brazoria County Community Development to waive permitting, building, and inspection fees for the residential reconstruction of 901 W. Miller St., Angleton, TX 77515.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council waived the permitting, building, and inspection fees. The motion passed on a 5-0 vote. Mayor Perez was absent.

REGULAR AGENDA

6. Discussion and possible action on the Freedom Park Master Plan.

Upon a motion by Council Member Townsend and seconded by Council Member Svoboda, Council waived the Freedom Park Master Plan with the design to include 2 baseball fields and adding a secondary emergency access to the north side. The motion passed on a 5-0 vote. Mayor Perez was absent.

PUBLIC HEARINGS AND ACTION ITEMS

7. Conduct a public hearing, discussion, and possible action on Ordinance No. 20210727-007 rezoning approximately 1.6871 acres from Chapter 28, Article III, Section 28-57 Commercial-General District to Article III, Section 28-50 Single-Family Attached Residential District (Townhomes) of the Code of Ordinances of the City of Angleton, Texas; providing a severability clause; providing for a penalty; and providing for a repeal and an effective date.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council opened the public hearing. The motion passed on a 5-0 vote. Mayor Perez was absent.

The public hearing was conducted and upon a motion by Council Member Townsend and seconded by Council Member Booth, Council closed the public hearing. The motion passed on a 5-0 vote. Mayor Perez was absent.

Upon a motion by Council Member Townsend and seconded by Council Member Svoboda, Council approved Ordinance No. 20210727-007. The motion passed on a 5-0 vote. Mayor Perez was absent.

REGULAR AGENDA CONTINUED

8. Discussion and possible action on a proposal from Jaco Roofing & Construction, Inc. for Duro-last mechanically fastened roof system.

- 9. Discussion and possible action on a contract amendment #1 to the AWIA Risk & Resiliency Assessment for the Emergency Response Plan (ERP) and Emergency Preparedness Plan (EPP).

Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council approved the contract amendment #1 for the Emergency Response Plan (ERP) and Emergency Preparedness Plan (EPP). The motion passed on a 5-0 vote. Mayor Perez was absent.

- 10. Discussion and possible action on a proposal from HDR, Inc. for engineering services for design, bid, and construction phase services for the 2021 Street Bond Project.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved the proposal from HDR, Inc for package 1 and 2 and to come back with a recommendation of other projects. The motion passed on a 5-0 vote. Mayor Perez was absent.

ADJOURNMENT

The meeting was adjourned at 8:27 P.M.

These minutes were approved by Angleton City Council on this the 10th day of August 2021, upon a motion by XX, seconded by XX. The motion passed on a 6-0 vote.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



**CITY OF ANGLETON
CITY COUNCIL REGULAR MEETING MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, MAY 25, 2021 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 REGULAR MEETING ON TUESDAY, MAY 25, 2021, 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 6:14 P.M.

PRESENT

**Mayor Jason Perez
Mayor pro-tem John Wright
Council Member Cecil Booth
Council Member Mark Gongora
Council Member Travis Townsend**

ABSENT

Council Member Mikey Svoboda

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.

CEREMONIAL PRESENTATIONS

- 1. Administer Oath of Office to Jason Perez, Mayor by Angleton Municipal Court Judge Jeffrey Gilbert.**

The Oath of Office was administered by Judge Jeffrey Gilbert. Mayor Jason Perez took his seat at the dais.

- 2. Administer Oath of Office to Travis Townsend, Council Member Position 2 by Angleton Municipal Court Judge Jeffrey Gilbert.**

The Oath of Office was administered by Judge Jeffrey Gilbert. Council Member Travis Townsend took his seat at the dais.

3. Administer Oath of Office to Cecil Booth, Council Member Position 4 by Angleton Municipal Court Judge Jeffrey Gilbert.

The Oath of Office was administered by Judge Jeffrey Gilbert. Council Member Cecil Booth took his seat at the dais.

3. Presentation of May 2021 Yard of the Month and Business of the Month by Keep Angleton Beautiful.

This item was pulled from the agenda.

CONSENT AGENDA

The following items were acted on in one motion.

5. Discussion and possible action on Ordinance No. 20210525-005 amending the fiscal year 2020-2021 budget to include the general fund, the street fund, the water fund, and miscellaneous minor funds; declaring a public necessity; providing a severability clause; providing an open meetings clause and an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council approved Ordinance No. 20210525-005. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

6. Discussion and possible action on the Quarterly Investment Reports for March 2021.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council approved Quarterly Investment Reports for March 2021. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

PUBLIC HEARINGS AND ACTION ITEMS

7. Conduct a public hearing, discussion and possible action on Ordinance No. 20210525-007 rezoning an approximate 7.22 acres from Chapter 28 Zoning, Article III, Section 28-54 Manufactured Home (MH) District to Chapter 28, Article III, Section 28-57 Commercial-General (C-G) And Article III, Section 28-62 Planned Development Overlay (CG-PD) of the Code of Ordinances, City Of Angleton, Texas; providing a severability clause; providing for a penalty; and providing for repeal and an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council opened the public hearing. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

The public hearing was conducted and upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council closed the public hearing. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council reopened the public hearing. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council postponed the item until June 22, 2021. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

8. Conduct a public hearing, discussion, and possible action on Ordinance No. 20210525-008 amending Chapter 23 Land Development Code Article II Subdivision and Development Design Section 23-15 Drainage and Utilities Subsection I.8 of the City of Angleton Code of Ordinances; providing a severability clause; providing for a penalty; and providing for repeal and effective date.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council opened the public hearing. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

The public hearing was conducted and upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council closed the public hearing. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Ordinance No. 20210525-008 and striking “or at a location mutually agreed to by the developer and the respective service provider.” The motion passed on a 5-0 vote. Council Member Svoboda was absent.

Council directed Staff to draft another ordinance to encompass the remainder of the “dry” utilities.

REGULAR AGENDA

9. Discussion and possible action on the election of Mayor pro-tem to serve as one-year term.

Upon a motion by Council Member Townsend and seconded by Council Member Gongora, Council approved elected John Wright as Mayor pro-tem. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

15. Discussion and possible action on the proposed Arcola Street Cross Section.

No action taken.

Mayor Perez recessed the Council Meeting at 8:00 P.M.

Mayor Perez reconvened the Council Meeting back to order at 8:11 P.M.

10. Discussion and possible action on the preliminary replat of the Bayou Bend Estates Subdivision.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the preliminary replat of the Bayou Bend Estates Subdivision. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

11. Discussion and possible action on the final replat of the Reserve Development.

Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council final replat of the Reserve Development. The motion passed on a 4-1 vote. Council Member Townsend voted against. Council Member Svoboda was absent.

Action was taken on Item 12 but later reconsidered.

13. Discussion and possible action on the acceptance of the Greystone Subdivision Public Improvements.

Upon a motion by Council Member Booth and seconded by Mayor pro-tem Wright, Council accepted the Greystone Subdivision public improvements, pending successful completion of a one-year maintenance bond period. The motion passed on a 4-1 vote. Council Member Townsend voted against. Council Member Svoboda was absent.

14. Discussion and possible action on a variance to the sidewalk requirement of Chapter 23, Section 23-14. A. Sidewalks, for Lot 23A of the Habitat for Humanity of Southern Brazoria County Caldwell Road Subdivision.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved the variance. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

12. Discussion and possible action on the proposed development agreement with Holigan Communities, Inc. for the Reserve Development.

A motion was made by Council Member Booth to approve the utility agreement for water/sewer utility line extension with the Holigan Group subject to approval by council and the city engineer.

A motion to lay the item on the table was made by Mayor Perez and accepted without objection.

A motion to take the item from the table was made by Mayor Perez and accepted without objection.

The motion by Council Member Booth to approve the utility agreement for water/sewer utility line extension with the Holigan Group subject to approval by council and the city engineer was withdrawn.

Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council directed staff to bring back the utility agreement, as presented in the development agreement, for approval in two weeks, subject to approval by the City Attorney and the City Engineer and deny the development agreement. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

- 16. Discussion on the Automatic Meters (AMI) Deployment Project Status and related Utility Billing.

Presentation was provided by Chris Hill, Director of Finance; Chloe Campbell, Utility Supervisor; and Jeff Sifford, Director of Public Works.

- 17. Discussion on the City’s hurricane preparedness.

Presentation was provided by Glenn LaMont, Emergency Management Coordinator.

- 18. Discussion and possible action on any of Governor Abbott’s latest executive orders, Brazoria County’s emergency declarations and impact on the City of Angleton and how to proceed with city business in the future, including prioritization of CARES Act funding for City projects.

City Hall and PD Dispensers	\$2,000.00
LUCAS Chest Compression System (EMS)	\$24,730.70
Epoxy Coating Station 3 Bay floors	\$28,000.00
Sidewalk Project	\$80,000.00
Solar Lights	\$60,000.00
Donation to Actions	\$5,000.00
Station 1 Media Room update	\$10,000.00
Council Chambers renovations	\$25,000.00
Automatic Door Locks at all park restrooms	\$10,000.00
TPW Grant administration	\$51,400.00 REMOVE

Mayor Perez recessed the Council Meeting at 11:07 P.M.

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:

- 19. Deliberation regarding economic development negotiations, pursuant to Section 551.087 of the Texas Government Code.

Conducted

OPEN SESSION

Mayor Perez reconvened the Council Meeting back to order at 12:06 A.M.

ADJOURNMENT

The meeting was adjourned at 12:06 A.M.

These minutes were approved by Angleton City Council on this the 10th day of August 2021, upon a motion by XX, seconded by XX. The motion passed on a 6-0 vote.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL REGULAR MEETING MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, MAY 11, 2021 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 REGULAR MEETING ON TUESDAY, MAY 11, 2021, 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 6:03 P.M.

PRESENT

Mayor Jason Perez
 Mayor pro-tem John Wright
 Council Member Cecil Booth
 Council Member Mark Gongora
 Council Member Mikey Svoboda
 Council Member Travis Townsend

PLEDGE OF ALLEGIANCE

Council Member Townsend led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CONSENT AGENDA

The following items were acted on in one motion.

1. Discussion and possible action on Resolution No. 20210511-001 denying the distribution cost recovery factor rate request of Texas-New Mexico Power Company made on or about April 5, 2021; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; requiring the reimbursement of municipal rate case expenses; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20210511-001. The motion passed on a 6-0 vote.

2. Discussion and possible action on Resolution No. 20210511-002 ratifying the disaster declaration signed by the Mayor on March 17, 2020 and consenting to its continuation through June 16, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20210511-002. The motion passed on a 6-0 vote.

3. Discussion and possible action on Resolution No. 20210511-003 ratifying the disaster declaration signed by the Mayor on February 15, 2021 and consenting to its continuation through June 14, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20210511-003. The motion passed on a 6-0 vote.

4. Discussion and possible action on Resolution No. 20210511-004 adding new mitigation items to the adopted Brazoria County Mitigation Plan.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20210511-004. The motion passed on a 6-0 vote.

5. Discussion and possible action on the financial statements for March 2021.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the financial statements for March 2021. The motion passed on a 6-0 vote.

6. Discussion and possible action on the accounts payable reports for March 2021.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council accounts payable reports for March 2021. The motion passed on a 6-0 vote.

7. Discussion and possible action to award a bid to Ambassador Services, LLC for custodial services and authorize the City Manager to execute the contract upon legal review.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council awarded the bid to Ambassador Services, LLC and authorized the City Manager to execute the contract upon legal review. The motion passed on a 6-0 vote.

8. Discussion and possible action to award a bid to NABCO Entrances, Inc. for the replacement of emergency exit doors in the Angleton Recreation Center Natatorium and authorize the City Manager to execute the agreement.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council awarded the bid to NABCO and authorized the City Manager to execute the contract. The motion passed on a 6-0 vote.

9. Discussion and possible action on a proposal from Sky Wonder Pyrotechnics, LLC for the Freedom Fireworks display and authorize the City Manager to execute the agreement.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the proposal from Sky Wonder Pyrotechnics, LLC and authorized the City Manager to execute the contract. The motion passed on a 6-0 vote.

10. Discussion and possible action on a contract with Lorraine Construction for the Angleton Recreation Center aquatic area large slide repairs and authorize the City Manager to execute the contract upon legal review.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the contract with Lorraine Construction and authorized the City Manager to execute the contract. The motion passed on a 6-0 vote.

11. Discussion and possible action on an agreement with Hilltop Securities Asset Management, LLC for arbitrage rebate compliance services and authorize the City Manager to execute the agreement.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the agreement with Hilltop Securities Asset Management, LLC and authorized the City Manager to execute the contract. The motion passed on a 6-0 vote.

REGULAR AGENDA

12. Discussion on Arcola Street Project, Courthouse Expansion Project and Brazoria County Interlocal Agreement.

Presentation was provided by Chris Whittaker, City Manager.

14. Discussion and possible action on a proposal from The Lion Strategy Group for Executive Recruitment Services for Chief of Police and authorize the City Manager to execute the agreement upon legal review and appoint members to a Police Chief Committee.

Upon a motion by Council Member Townsend and seconded by Mayor pro-tem Wright, Council appointed Lupe Valdez as Acting Police Chief and for staff to bring back the agenda item in September, 2021 for reevaluation. The motion passed on a 6-0 vote.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council appointed Amy Alvarado, Alonzo Brown, Stewart Crouch, Angelia Hayes, Michael Gable, Colleen Martin, Elizabeth Reimschissel, Rudy Santos, and Chris Whittaker to the Police Chief Committee. The motion passed on a 6-0 vote.

13. Discussion and possible action on the Miller and Parrish Street Improvements Project.

Upon a motion by Council Member Booth and seconded by Mayor pro-tem Wright, Council approved the proposal for engineering design and bid phase services. The motion passed on a 6-0 vote.

15. Discussion and possible action on Gateway Master Plan.

Presentation was provided by Megan Mainer, Director of Parks and Recreation.

16. Discussion and possible action on a lease quote from Enterprise Fleet Management for 4 Police 2021 Chevrolet Tahoes, 1 Animal Control 2021 Chevrolet Silverado 1500 Truck, and a Public Works 2021 Chevrolet Silverado 2500 Utility Body Truck.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved quote from Enterprise Fleet Management. The motion passed on a 6-0 vote.

17. Discussion and possible action on the Angleton University Program.

Upon a motion by Council Member Townsend and seconded by Council Member Gongora, Council approved the Angleton University Program. The motion passed on a 5-0 vote. Council Member Wright was off the dais.

18. Discussion and possible action on two agreements with P3 Works, LLC for public improvement district administration services and authorize the City Manager to execute the documents.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved the Riverwood Ranch and administrative services agreements with P3 Works, LLC authorized the City Manager to execute the documents. The motion passed on a 5-0 vote. Council Member Wright was off the dais.

19. Discussion and possible action on any of Governor Abbott's latest executive orders, Brazoria County's emergency declarations and impact on the City of Angleton and how to proceed with city business in the future.

Presentation was provided by Glenn LaMont, Emergency Management Coordinator.

Mayor Perez recessed the Council Meeting at 8:45 P.M.

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:

20. Consultation with attorney, pursuant to Section 551.071 of the Texas Government Code.

Conducted

21. Deliberation regarding real property, pursuant to Section 551.073 of the Texas Government Code.

Conducted

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.

Mayor Perez reconvened the Council Meeting back to order at 10:04 P.M.

ADJOURNMENT

The meeting was adjourned at 10:04 P.M.

These minutes were approved by Angleton City Council on this the 27th day of July 2021, upon a motion by XX, seconded by XX. The motion passed on a 6-0 vote.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 08/10/2021

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20210810-003 extending the disaster declaration signed by the Mayor on March 17, 2020, through September 14, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date. (LaMont)

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

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

RECCOMENDATION:

Staff recommends council approving this Resolution.

RESOLUTION NO. 20210810-003

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 20210810-003

Page 2 of 2

PASSED AND APPROVED THIS THE 10th DAY OF AUGUST 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 08/10/2021

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20210810-004 extending the disaster declaration signed by the Mayor on February 15, 2021, through September 13, 2021; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Extending the Mayor’s Winter Storm February 2021 Declaration for another 30 days.

RECCOMENDATION:

Staff recommends council approving this Resolution.

RESOLUTION NO. 20210810-004

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

WHEREAS, on February 15, 2021, Mayor Jason Perez, acting in accordance with authority granted to him under Section 418.108(a) of the Texas Government Code and the City's Home Rule Charter, declared a local state of disaster for the City due to damages caused by an intense winter storm system that brought record cold temperatures, freezing conditions including severe ice, and snow, harsh weather conditions, and prolonged, widespread power outages; and

WHEREAS, Section 418.108(b) of the Texas Government Code the City of Angleton, consenting to the renewal and continuation of the declaration of disaster for thirty days; and

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

WHEREAS, the City Council supports the disaster declaration signed by Mayor Jason Perez on February 15, 2021 and consented to its continuation.

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

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

SECTION 2. That a local state of disaster is hereby declared for the City of Angleton, Texas pursuant to §418.108(a) of the Texas Government Code, and the City Council hereby consents to its continuation through September 13, 2021, or until such time as it is terminated by the Mayor, provided that the Mayor gives City Council seventy-two hours' notice of proposed termination.

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

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

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

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

RESOLUTION NO. 20210810-004

Page 2 of 2

PASSED AND APPROVED THIS THE 10th DAY OF AUGUST 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 08/10/2021

PREPARED BY: Jeff Sifford

AGENDA CONTENT: Discussion and possible action on Resolution No. 20210810-005 declaring property salvage or surplus and authorizing the disposal or sale of certain items of surplus or salvage property, providing an effective date.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$0

FUND:

EXECUTIVE SUMMARY:

The City of Danbury, TX is in need of 125 meters, and The City of Angleton has several scrap meters for donation due to going to AMI meters.

RECOMMENDATION:

Staff recommends approval.

RESOLUTION NO. 20210810-005

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

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

WHEREAS, the City of Angleton has no formal policy regarding the sale of surplus and salvage of personal property of value less than two thousand (\$2,000.00) dollars, and there are no statutes expressly concerning the procedures for the disposition of a City's salvage and surplus personal property and:

WHEREAS, Furnishings purchased by the City are considered "surplus property" which refers to personal property (new or used) that is not needed or required for the City's foreseeable needs but still has some usefulness for the purpose it was originally intended, and may or may not have value. Tex. Gov. Code 2175.001; and

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

WHEREAS, the City of Angleton City Council in accordance with the Texas Government Code and the Angleton Code of Ordinances, Chapter 2 Administration, Sec. 2-4. Donating city surplus property definitions of surplus and salvage property, declares the property, attached to this Ordinance as Exhibit "A" salvage and surplus because a portion of the personal property have no value for the purpose for which it was originally intended, and the remainder of the personal property possesses some usefulness for the purpose for which it was intended.

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

SECTION 1. The property attached to this Ordinance as Exhibit "A" are declared surplus and/or salvage, and

SECTION 2. Staff is authorized to dispose of salvage property or sell surplus property at auction.

PASSED AND APPROVED THIS THE 10th DAY OF AUGUST 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A

125 Water meters - salvage



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 10, 2021

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

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on the Riverwood Ranch Section 2 Subdivision preliminary replat.

AGENDA ITEM SECTION: Public Hearing

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

FUND: None

EXECUTIVE SUMMARY:

The subject property consists of 19.793 acres, is in a Planned Development (PD) district and is located at the northeast corner of N. Downing Street and Hospital Drive. The proposed preliminary replat is to subdivide the property into 108 single family residential lots and 4 reserve lots. As the Commission will recall, Riverwood Ranch Section 1 consisted of 96 single family residential lots on 22.691 acres.

Attached is the City Engineer's memo. The permitted lot sizes and density for the Riverwood Ranch project were established as part of the ordinance (Ord. 20200609-006) approving the Planned Development zoning on the property. That ordinance was subsequently amended by Ordinance 20200112-014 to include agricultural uses to allow the property owner to obtain an agricultural exemption on the undeveloped portion of the property. Attached is Exhibit "A" from Ordinance 20200112-014. The maximum permitted overall density of this project is 4.5 units per acre. The density of Phase 1 was 4.23 dwelling units per acre. The proposed density of Phase 2 is 5.15 dwelling units per acre. The overall density of Phases 1 & 2 is 4.80. Staff will be monitoring the density as additional sections are submitted for review.

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

The proposed preliminary replat meets all requirements of the Code of Ordinances of the City of Angleton.

The Planning and Zoning Commission held a public hearing on August 5, 2021, and on a motion to approve the Commission voted 2 in-favor/4 opposed/1 absent. As a result, the proposed preliminary replat proceeds to the City Council without a recommendation from the Planning and Zoning Commission.

RECOMMENDATION:

Staff recommends approval of the preliminary replat of Riverwood Ranch Section 2.

SUGGESTED MOTION

I move approve the preliminary replat of Riverwood Ranch Section 2.

July 15, 2021

Mr. Walter Reeves
Director of Development Services
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: On-Going Services
Plat Review of Riverwood Ranch Section 2 Preliminary Plat – 2nd Submittal Review
Angleton, Texas
HDR Job No. 10283980

Dear Mr. Reeves:

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

Preliminary Plat Review:

1. Pending Planning and Zoning and City Council approval, a Final Plat and Construction Plans shall be prepared in accordance to the Developer’s Agreement and in accordance to the Angleton Land Development Code (LDC) and processes.
2. The Angleton Drainage District (A.D.D.) provided a letter of approval at the time of the proposed Riverwood Ranch Section 1, dated August 13, 2019, with stipulations noted including that detention will need to be reviewed for each section to make sure the detention is adequate for the proposed development. As part of the Construction Plans and Final Plat approval, the A.D.D. detention review shall be reviewed accordingly for the Riverwood Ranch Section 2 development.
3. For the Final Plat, 15-ft corner clips will be provided at the driveway of Hospital Lane at Hospital Drive.
4. A TIA will not be required for this section per direction of City Council at the June 22, 2021 Regular City Council Meeting. This requirement shall be reviewed for subsequent sections submitted for platting and development.

HDR takes no objection to the Riverwood Ranch Section 2 Preliminary Plat with the exceptions noted. It is noted that this does not necessarily mean that the entire plat submittal set, including all supporting data and calculations, has been completely checked and verified; however, the drawings and supporting data were prepared and signed and sealed by a Registered Professional Land Surveyor licensed to practice in the State of Texas, which therefore conveys the planner’s and surveyor’s responsibility and accountability.

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

Sincerely,

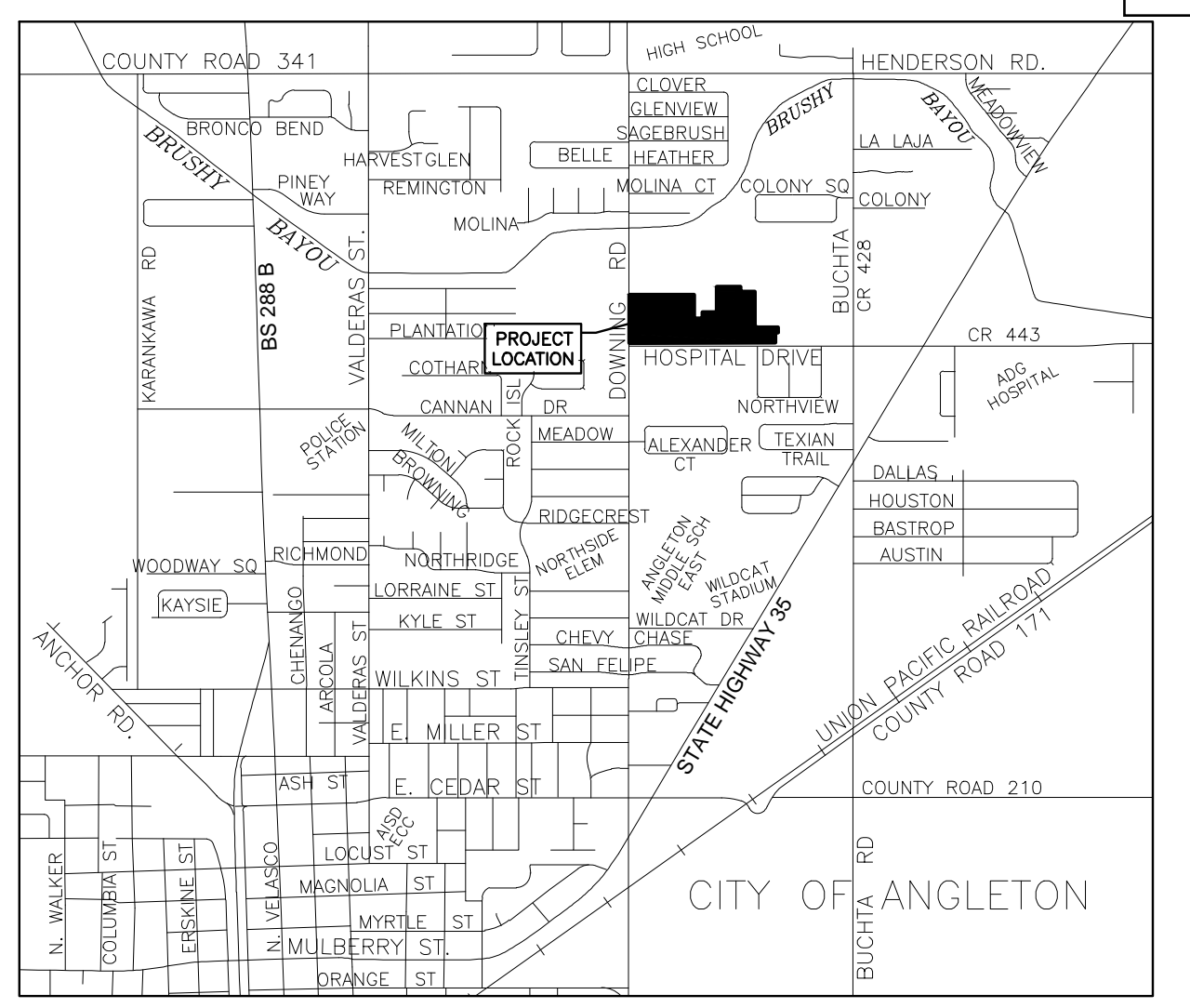
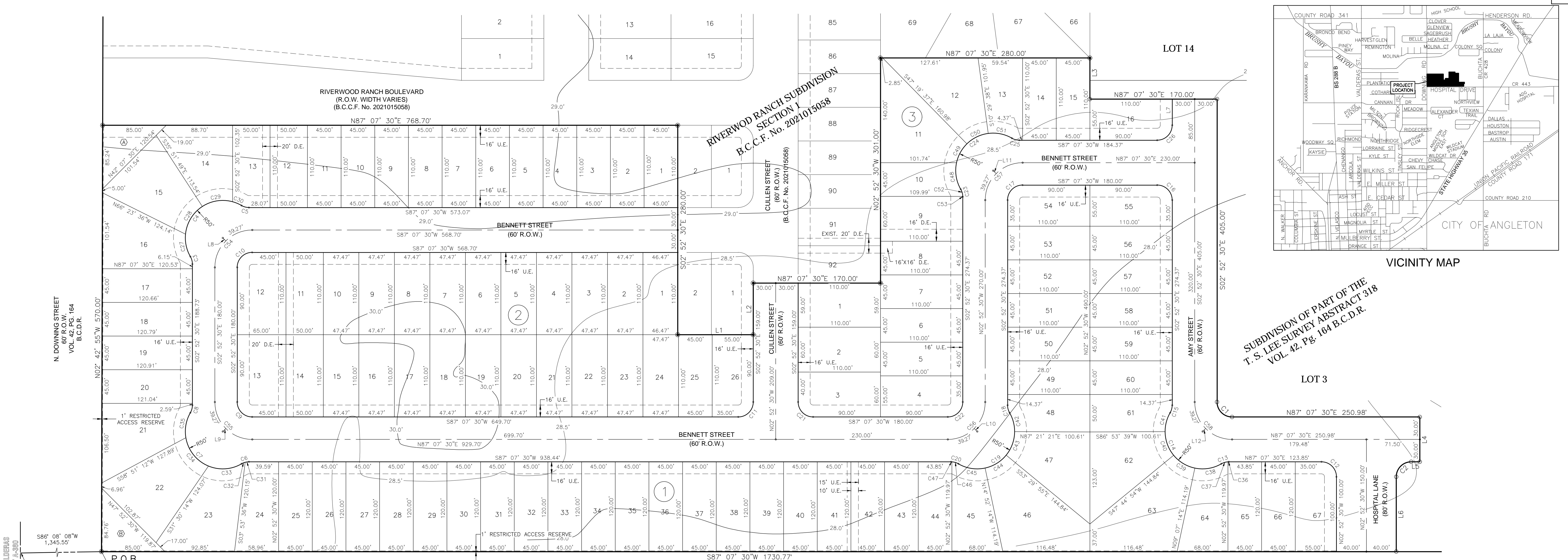
HDR Engineering, Inc.

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

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10283980)

Attachments



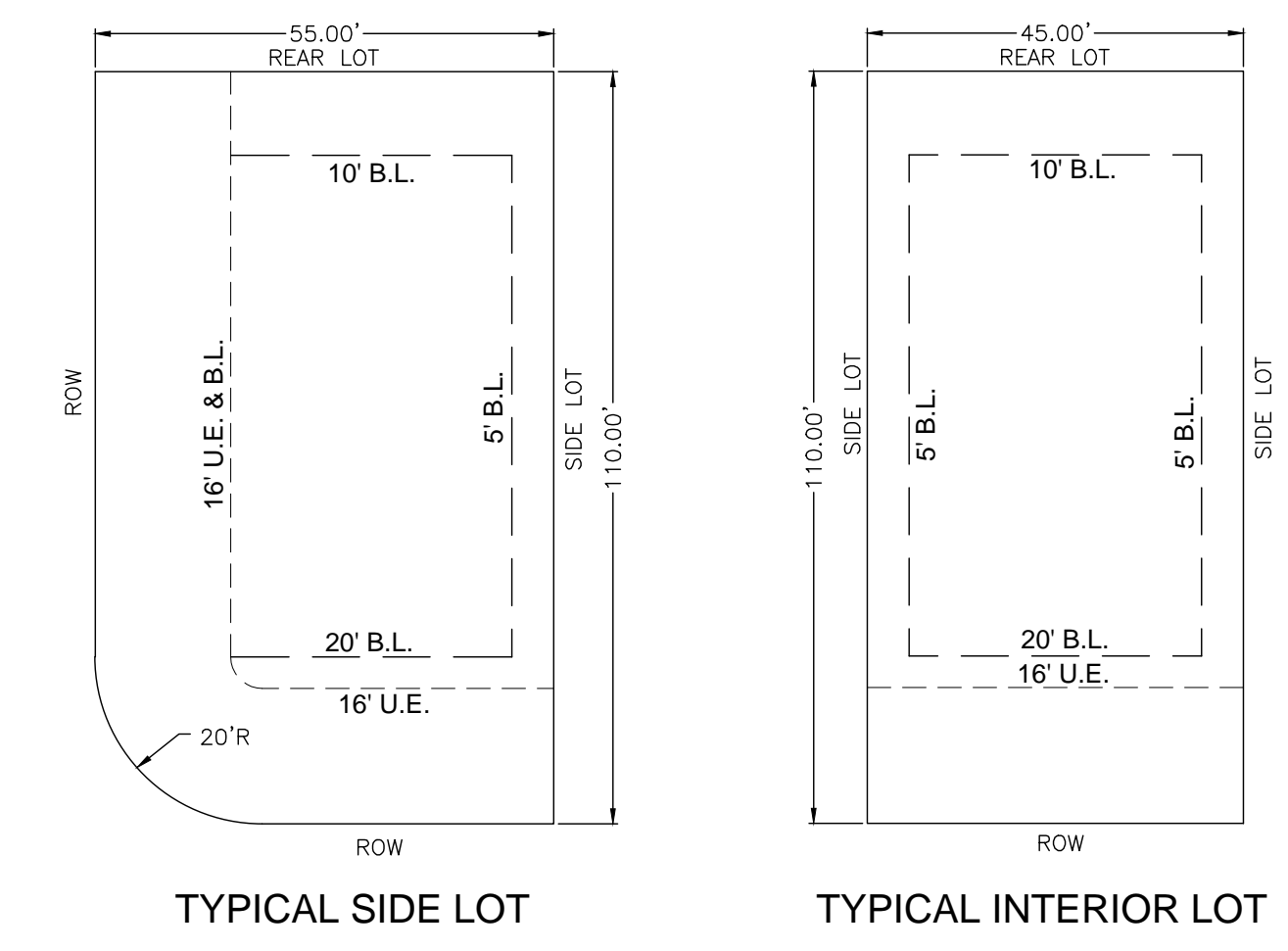
SUBDIVISION OF PART OF THE
T. S. LEE SURVEY ABSTRACT 318
VOL. 42, Pg. 164 B.C.D.R.

J.J. VALDEZ
SURVEY A-380
SOUTHWEST CORNER
OF T.S. LEE SURVEY A-318
I.T. TINSLEY
SURVEY A-375

Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	31.42'	20.00'	90°00'00"	S47°52'30"E	28.28'
C2	31.42'	20.00'	90°00'00"	S42°07'30"W	28.28'
C3	10.48'	20.00'	30°01'29"	N17°53'15"W	10.36'
C4	130.94'	50.00'	150°02'59"	S42°07'30"W	96.60'
C5	10.48'	20.00'	30°01'29"	S77°51'46"E	10.36'
C6	10.48'	20.00'	30°01'29"	S72°06'45"W	10.36'
C7	130.94'	50.00'	150°02'59"	S47°52'30"E	96.60'
C8	10.48'	20.00'	30°01'29"	N12°08'14"E	10.36'
C9	31.42'	20.00'	90°00'00"	S47°52'30"E	28.28'
C10	31.42'	20.00'	90°00'00"	S42°07'30"W	28.28'
C11	31.42'	20.00'	90°00'00"	N42°07'30"E	28.28'
C12	31.42'	20.00'	90°00'00"	N47°52'30"W	28.28'
C13	10.48'	20.00'	30°01'29"	S72°06'45"W	10.36'
C14	130.94'	50.00'	150°02'59"	S47°52'30"E	96.60'
C15	10.48'	20.00'	30°01'29"	N12°08'14"E	10.36'
C16	31.42'	20.00'	90°00'00"	N47°52'30"W	28.28'
C17	31.42'	20.00'	90°00'00"	S42°07'30"W	28.28'
C18	10.48'	20.00'	30°01'29"	S17°53'15"E	10.36'
C19	130.94'	50.00'	150°02'59"	N42°07'30"E	96.60'
C20	10.48'	20.00'	30°01'29"	N77°51'46"W	10.36'
C21	31.42'	20.00'	90°00'00"	S47°52'30"E	28.28'
C22	31.42'	20.00'	90°00'00"	N42°07'30"E	28.28'
C23	10.48'	20.00'	30°01'29"	N17°53'15"W	10.36'
C24	130.94'	50.00'	150°02'59"	S42°07'30"W	96.60'
C25	10.48'	20.00'	30°01'29"	S77°51'46"E	10.36'
C26	31.42'	20.00'	90°00'00"	N42°07'30"E	28.28'
C27	31.23'	50.00'	35°46'54"	N15°00'33"W	30.72'
C28	44.73'	50.00'	51°15'16"	N28°30'33"E	43.25'
C29	42.04'	50.00'	48°10'25"	N78°13'23"E	40.81'

Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C30	12.95'	50.00'	14°50'24"	S70°16'13"E	12.91'
C31	5.27'	20.00'	15°05'53"	S79°34'33"W	5.25'
C32	5.21'	20.00'	14°55'37"	S64°33'49"W	5.20'
C33	45.86'	50.00'	52°33'11"	N83°22'36"E	44.27'
C34	50.53'	50.00'	57°54'22"	S41°23'38"E	48.41'
C35	34.55'	50.00'	39°35'26"	S07°21'16"W	33.87'
C36	1.15'	20.00'	3°17'59"	S85°28'30"W	1.15'
C37	9.33'	20.00'	26°43'30"	S70°27'45"W	9.24'
C38	36.67'	50.00'	42°01'13"	N78°06'37"E	35.85'
C39	33.71'	50.00'	38°37'40"	S61°33'56"E	33.07'
C40	34.16'	50.00'	39°08'45"	S22°40'44"E	33.50'
C41	26.40'	50.00'	30°15'20"	S12°01'19"W	26.10'
C42	26.40'	50.00'	30°15'20"	N17°46'20"W	26.10'
C43	34.16'	50.00'	39°08'45"	N16°55'43"E	33.50'
C44	33.71'	50.00'	38°37'40"	N55°48'56"E	33.07'
C45	36.67'	50.00'	42°01'13"	S83°51'38"E	35.85'
C46	9.33'	20.00'	26°43'30"	N78°12'46"W	9.24'
C47	1.15'	20.00'	3°17'59"	S88°46'29"W	1.15'
C48	36.89'	50.00'	42°16'20"	N11°45'50"W	36.06'
C49	29.06'	50.00'	33°18'03"	N26°01'22"E	28.65'
C50	32.14'	50.00'	36°49'59"	N61°05'23"E	31.59'
C51	32.85'	50.00'	37°38'37"	S81°40'19"E	32.26'
C52	9.85'	20.00'	28°12'41"	N18°47'39"W	9.75'
C53	0.63'	20.00'	1°48'48"	N03°46'54"W	0.63'
C54	78.54'	50.00'	90°00'00"	S42°07'30"W	70.71'
C55	78.54'	50.00'	90°00'00"	S47°52'30"E	70.71'
C56	78.54'	50.00'	90°00'00"	N42°07'30"E	70.71'
C57	78.54'	50.00'	90°00'00"	S42°07'30"W	70.71'
C58	78.54'	50.00'	90°00'00"	S47°52'30"E	70.71'

Line No.	Length	Direction
L1	101.00'	N87°07'30"E
L2	69.00'	N02°52'30"W
L3	55.00'	S02°52'30"E
L4	60.00'	S02°52'30"E
L5	11.50'	S87°07'30"W
L6	100.00'	S02°52'30"E
L7	35.00'	N02°52'30"W
L8	5.71'	N47°52'30"W
L9	5.71'	S42°07'30"W
L10	5.71'	S47°52'30"E
L11	5.71'	N47°52'30"W
L12	5.71'	S42°07'30"W



LEGEND

B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
 B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
 B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
 BL = BUILDING LINE
 BM = BENCHMARK
 D.E. = DRAINAGE EASEMENT
 FND = FOUND
 I.R. = IRON ROD
 C.I.R. = CAPPED IRON ROD
 P.O.B. = POINT OF BEGINNING
 R.O.W. = RIGHT-OF-WAY
 VOL., Pg. = VOLUME, PAGE
 W.L.E. = WATERLINE EASEMENT
 U.E. = UTILITY EASEMENT

SYMBOLS

○ = SET 5/8" C.I.R. "BAKER & LAWSON"
 ● = FOUND 5/8" C.I.R. "BAKER & LAWSON" (UNLESS NOTED)
 ⊕ = (TBM) TEMPORARY BENCHMARK

0 30 60 120
SCALE: 1" = 60'

REVISED:

PRELIMINARY REPLAT

RIVERWOOD RANCH SUBDIVISION

SECTION 2

A 19.793 ACRE, 109-LOT, 3 BLOCK, 2 RESERVE SUBDIVISION

PORTION OF LOTS 2, 3, 14 AND 15, OF THE NEW YORK & TEXAS LAND COMPANY SUBDIVISION OF THE T.S. LEE SURVEY, VOL. 42, Pg. 164 B.C.D.R.

LOCATED IN THE THEODORE S. LEE SURVEY, ABSTRACT No. 318 BRAZORIA COUNTY, TEXAS

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

300 EAST CEDAR ST.
ANGLETON, TEXAS 77515
OFFICE: (979) 849-6681
TBPLS No. 10052500
REG. NO. F-825

OWNERS:
JOHN SANTASIERO
RIVERWAY PROPERTIES
6115 SKYLINE DR. STE A.
HOUSTON, TEXAS 77057

PROJECT NO.: 14395 SCALE: 1" = 60' DRAWN BY: BT
 DRAWING NO.: 14395 PLAT DATE: 05/13/2021 CHECKED BY: DRR

DEDICATION STATEMENT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT JOHN SANTASIERO, President And Managing Director of the Riverway Properties, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Riverwood Ranch Subdivision, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that, landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of any time of procuring permission from anyone.

Drainage Easements Maintained by a Homeowners' Association. STATE OF TEXAS § COUNTY OF BRAZORIA §

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

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision by and through a lawfully created homeowners association to be created by the Owners. The Owners covenant and agree that such a homeowners' association (called "Association") shall be created prior to the final acceptance of the City. All Association documents shall be subject to the approval of the City and shall specifically contain covenants binding the Association to continuously maintain all Drainage Easements. Such covenants shall not relieve the individual lot owners of the responsibility to maintain the Drainage Easements should the Association default in the performance of its maintenance responsibility. The Association documents shall also contain provisions that they may not be amended with regard to the Drainage Easement maintenance responsibilities without the approval of the City. The fee simple title to all Drainage Easements shall always remain in the Association.

The City and Angleton Drainage District are not responsible for the maintenance and operation of said easements or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved.

The City and Angleton Drainage District reserves the right, but not the obligation, to enter upon any Drainage Easement at any point, or points, with all rights of ingress and egress, to investigate, survey, erect, construct, or maintain any drainage facility deemed necessary by the City for drainage and safety purposes.

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

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS § COUNTY OF BRAZORIA §

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

PRESIDENT AND MANAGING DIRECTOR

STATE OF TEXAS § COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared JOHN SANTASIERO known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____, 20____.

Notary Public State of Texas

PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

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

BILL GARWOOD, Chairman, Planning and Zoning Commission

FRANCES AGUILAR, City Secretary

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

JASON PEREZ, Mayor

FRANCES AGUILAR, City Secretary

STATE OF TEXAS § COUNTY OF BRAZORIA §

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

FRANCES AGUILAR, City Secretary, City of Angleton, on behalf of the City.

Notary Public State of Texas

ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED, THIS THE _____ DAY OF _____, 20____, THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

- 1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN. THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS BOARD MEMBER BOARD MEMBER

KNOW ALL MEN BY THESE PRESENTS:

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

SIGNED: DOUGLAS B. ROESSLER DATE PROFESSIONAL ENGINEER TEXAS REGISTRATION NO. 56739

KNOW ALL MEN BY THESE PRESENTS:

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

SIGNED: DEVIN R. ROYAL DATE REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6667

FIELD NOTES FOR 19.793 ACRE

Being a tract of land containing 19.793 acre (861,753 square feet), located within T. S. Lee Survey, Abstract Number (No.) 318, in Brazoria County, Texas; Said 19.793 acre being a portion of Lots 2, 3, 14, and 15 of the subdivision of the T. S. Lee Survey, Abstract 318 recorded in Volume (Vol.) 42, Page (Pg.) 164 of the Brazoria County Deed Records (B.C.D.R.); Said 19.793 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 5/8-inch iron rod with cap stamped "BAKER & LAWSON" found at the northeast corner of the right-of-way (R.O.W.) intersection of North Downing Street (sixty feet wide) and Hospital Drive (sixty feet wide per Vol. 781, Pg. 204 B.C.D.R.), for the southwest corner of herein described tract;

THENCE, with the east R.O.W. line of said North Downing Street and the west line of said Lots 2 and 15, North 02 degrees 42 minutes 55 seconds West, a distance of 570.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found on the south R.O.W. line of Riverwood Ranch Boulevard (width varies per B.C.C.F. No. 2021015058) at the southwest corner of Riverwood Ranch Subdivision Section 1, a subdivision recorded under B.C.C.F. No. 2021015058, for the northwest corner of the herein described tract;

THENCE, with the south line of said Riverwood Ranch Subdivision Section 1 the following five (5) courses:

- 1. North 87 degrees 07 minutes 30 seconds East, a distance of 768.70 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;
2. South 02 degrees 52 minutes 30 seconds East, a distance of 280.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for an interior corner of the herein described tract;
3. North 87 degrees 07 minutes 30 seconds East, a distance of 101.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for an interior corner;
4. North 02 degrees 52 minutes 30 seconds West, a distance of 69.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for an angle point;
5. North 87 degrees 07 minutes 30 seconds East, a distance of 170.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for an angle point;
6. North 02 degrees 52 minutes 30 seconds West, a distance of 301.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
7. North 87 degrees 07 minutes 30 seconds East, a distance of 280.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found at the southeast corner of said Riverwood Ranch Subdivision Section 1, for an angle point of the herein described tract;

THENCE, through and across said Lot 14 and 3, South 02 degrees 52 minutes 30 seconds East, a distance of 55.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;

THENCE, through and across said Lot 3, the following eight (8) courses:

- 1. North 87 degrees 07 minutes 30 seconds East, a distance of 170.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the northeast corner of the herein described tract;
2. South 02 degrees 52 minutes 30 seconds East, a distance of 405.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the beginning of a curve to the left;
3. 31.42 feet along the arc of said curve to the left, having a radius of 20.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord that bears South 47 degrees 52 minutes 30 seconds East, a distance of 28.28 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for a point of tangency;
4. North 87 degrees 07 minutes 30 seconds East, a distance of 250.98 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;
5. South 02 degrees 52 minutes 30 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;
6. South 87 degrees 07 minutes 30 seconds West, a distance of 11.50 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the beginning of a curve to the left;
7. 31.42 feet along the arc of said curve to the left, having a radius of 20.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord that bears South 42 degrees 07 minutes 30 seconds West, a distance of 28.28 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for a point of tangency;
8. South 02 degrees 52 minutes 30 seconds East, a distance of 100.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the north line of said Hospital Drive, for the southeast corner of the herein described tract;

THENCE, with the north R.O.W. line of said Hospital Drive, South 87 degrees 07 minutes 30 seconds West, a distance of 1,730.77 feet to the POINT OF BEGINNING and containing 19.793 acres of land.

BLOCK 1

Table with 2 columns: Parcel Table (Lot No., Area S.F.) and Parcel Table (Lot No., Area S.F.) for Block 1.

BLOCK 2

Table with 2 columns: Parcel Table (Lot No., Area S.F.) and Parcel Table (Lot No., Area S.F.) for Block 2.

BLOCK 3

Table with 2 columns: Parcel Table (Lot No., Area S.F.) and Parcel Table (Lot No., Area S.F.) for Block 3.

LEGEND

- B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
B.L. = BUILDING LINE
BM = BENCHMARK
D.M.E. = DRAINAGE/MAINTENANCE EASEMENT
FND = FOUND
I.R. = IRON ROD
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
VOL., Pg. = VOLUME, PAGE

SYMBOLS

- = SET 5/8" I.R. W/CAP "BAKER & LAWSON"
● = FOUND MONUMENT (AS NOTED)
⊕ = (TBM) TEMPORARY BENCHMARK

Table with 4 columns: SYMBOL, DESCRIPTION, RESERVE USE, AREA. Includes entries for RESTRICTED RESERVE "A" and "B".

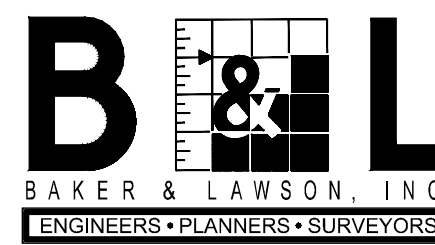
NOTES:

- 1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
2. FLOOD ZONE STATEMENT: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, MAP NUMBER 48039C0440K, WITH EFFECTIVE DATE OF DECEMBER 30, 2020, THE PROPERTY SURVEYED LIES FULLY WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
3. REFERENCE BENCHMARK: NGS MONUMENT R1182 (PID AW1171) A BRASS DISK STAMPED R1182, ON THE NORTH LINE OF CR 171, ON THE CURB OF A BRIDGE, APPROXIMATELY 275 SOUTHWEST OF INTERSECTION WITH CR 428. ELEVATION = 26.31 FEET NGVD29
3. THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON.
4. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
5. NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
6. NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
7. NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
8. NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
9. SIDEWALKS THAT CONFORM TO ACM SPECIFICATIONS AND ALL ACCESSIBILITY STANDARDS SHALL BE INSTALLED CONCURRENT WITH CONSTRUCTION OF DEVELOPMENT.
10. FRONT SETBACKS SHALL BE 20', REAR SETBACKS SHALL BE 10', SIDE SETBACKS SHALL BE 16' FOR LOTS ADJACENT TO THE R.O.W., 5' FOR INTERIORS, AND 5' FOR KEY CORNER LOTS.

REVISED:

PRELIMINARY REPLAT RIVERWOOD RANCH SUBDIVISION SECTION 2 A 19.793 ACRE, 109-LOT, 3 BLOCK, 2 RESERVE SUBDIVISION

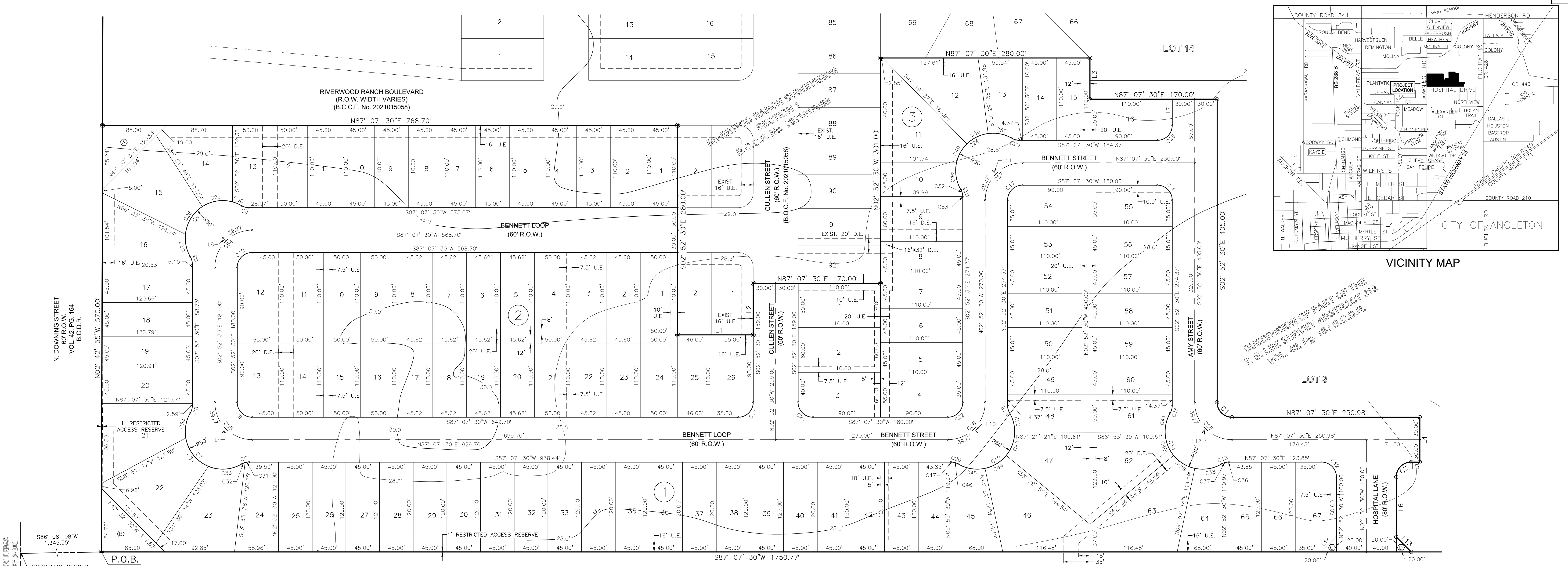
PORTION OF LOTS 2, 14 AND 15, OF THE NEW YORK & TEXAS LAND COMPANY SUBDIVISION OF THE T.S. LEE SURVEY, VOL. 42, Pg. 164 B.C.D.R. LOCATED IN THE THEODORE S. LEE SURVEY, ABSTRACT No. 318 BRAZORIA COUNTY, TEXAS



300 EAST CEDAR ST. ANGLETON, TEXAS 77515 OFFICE: (979) 849-6681 TBP.LS No. 10052500 REG. NO. F-825

OWNER: JOHN SANTASIERO RIVERWAY PROPERTIES 6115 SKYLINE DR., STE. A. HOUSTON, TEXAS 77057

Table with 3 columns: PROJECT NO., DRAWING NO., DATE, SCALE, DRAWN BY, CHECKED BY.



J.J. VALDEZ
SURVEY A-380

SOUTHWEST CORNER
OF T.S. LEE SURVEY A-318

I.T. TINSLEY
SURVEY A-375

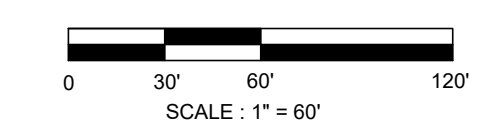
SUBDIVISION OF PART OF THE
T.S. LEE SURVEY ABSTRACT 318
VOL. 42, Pg. 164 B.C.D.R.

LEGEND

B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
 B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
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 I.R. = IRON ROD
 C.I.R. = CAPPED IRON ROD
 P.O.B. = POINT OF BEGINNING
 R.O.W. = RIGHT-OF-WAY
 VOL., Pg. = VOLUME, PAGE
 W.L.E. = WATERLINE EASEMENT
 U.E. = UTILITY EASEMENT

SYMBOLS

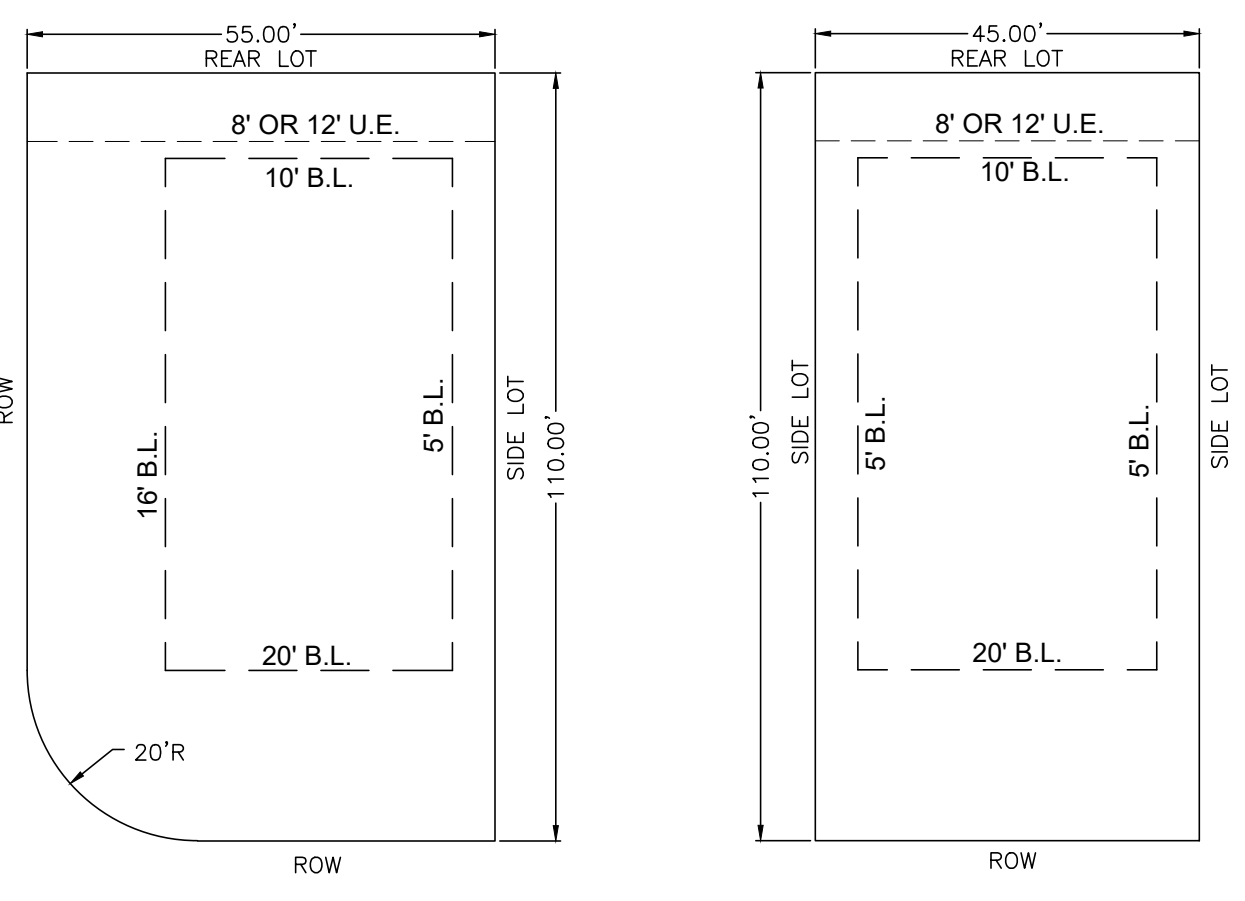
○ = SET 5/8" C.I.R. "BAKER & LAWSON"
 ● = FOUND 5/8" C.I.R. "BAKER & LAWSON"
 (UNLESS NOTED)
 ⊕ = (TBM) TEMPORARY BENCHMARK



Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	31.42'	20.00'	90°00'00"	S47°52'30"E	28.28'
C2	31.42'	20.00'	90°00'00"	S42°07'30"W	28.28'
C3	10.48'	20.00'	30°01'29"	N17°53'15"W	10.36'
C4	130.94'	50.00'	150°02'59"	S42°07'30"W	96.60'
C5	10.48'	20.00'	30°01'29"	S77°51'46"E	10.36'
C6	10.48'	20.00'	30°01'29"	S72°06'45"W	10.36'
C7	130.94'	50.00'	150°02'59"	S47°52'30"E	96.60'
C8	10.48'	20.00'	30°01'29"	N12°08'14"E	10.36'
C9	31.42'	20.00'	90°00'00"	S47°52'30"E	28.28'
C10	31.42'	20.00'	90°00'00"	S42°07'30"W	28.28'
C11	31.42'	20.00'	90°00'00"	N42°07'30"E	28.28'
C12	31.42'	20.00'	90°00'00"	N47°52'30"W	28.28'
C13	10.48'	20.00'	30°01'29"	S72°06'45"W	10.36'
C14	130.94'	50.00'	150°02'59"	S47°52'30"E	96.60'
C15	10.48'	20.00'	30°01'29"	N12°08'14"E	10.36'
C16	31.42'	20.00'	90°00'00"	N47°52'30"W	28.28'
C17	31.42'	20.00'	90°00'00"	S42°07'30"W	28.28'
C18	10.48'	20.00'	30°01'29"	S17°53'15"E	10.36'
C19	130.94'	50.00'	150°02'59"	N42°07'30"E	96.60'
C20	10.48'	20.00'	30°01'29"	N77°51'46"W	10.36'
C21	31.42'	20.00'	90°00'00"	S47°52'30"E	28.28'
C22	31.42'	20.00'	90°00'00"	N42°07'30"E	28.28'
C23	10.48'	20.00'	30°01'29"	N17°53'15"W	10.36'
C24	130.94'	50.00'	150°02'59"	S42°07'30"W	96.60'
C25	10.48'	20.00'	30°01'29"	S77°51'46"E	10.36'
C26	31.42'	20.00'	90°00'00"	N42°07'30"E	28.28'
C27	31.23'	50.00'	35°46'54"	N15°00'33"W	30.72'
C28	44.73'	50.00'	51°15'16"	N28°30'33"E	43.25'
C29	42.04'	50.00'	48°10'25"	N78°13'23"E	40.81'

Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C30	12.95'	50.00'	14°50'24"	S70°16'13"E	12.91'
C31	5.27'	20.00'	15°05'53"	S79°34'33"W	5.25'
C32	5.21'	20.00'	14°55'37"	S64°33'49"W	5.20'
C33	45.86'	50.00'	52°33'11"	N83°22'36"E	44.27'
C34	50.53'	50.00'	57°54'22"	S41°23'38"E	48.41'
C35	34.55'	50.00'	39°35'26"	S07°21'16"W	33.87'
C36	1.15'	20.00'	3°17'59"	S85°28'30"W	1.15'
C37	9.33'	20.00'	26°43'30"	S70°27'45"W	9.24'
C38	36.67'	50.00'	42°01'13"	N78°06'37"E	35.85'
C39	33.71'	50.00'	38°37'40"	S61°33'56"E	33.07'
C40	34.16'	50.00'	39°08'45"	S22°40'44"E	33.50'
C41	26.40'	50.00'	30°15'20"	S12°01'19"W	26.10'
C42	26.40'	50.00'	30°15'20"	N17°46'20"W	26.10'
C43	34.16'	50.00'	39°08'45"	N16°55'43"E	33.50'
C44	33.71'	50.00'	38°37'40"	N55°48'56"E	33.07'
C45	36.67'	50.00'	42°01'13"	S83°51'38"E	35.85'
C46	9.33'	20.00'	26°43'30"	N76°12'46"W	9.24'
C47	1.15'	20.00'	3°17'59"	S88°46'29"W	1.15'
C48	36.89'	50.00'	42°16'20"	N11°45'50"W	36.06'
C49	29.06'	50.00'	33°18'03"	N26°01'22"E	28.65'
C50	32.14'	50.00'	36°49'59"	N61°05'23"E	31.59'
C51	32.85'	50.00'	37°38'37"	S81°40'19"E	32.26'
C52	9.85'	20.00'	28°12'41"	N18°47'39"W	9.75'
C53	0.63'	20.00'	1°48'48"	N03°46'54"W	0.63'
C54	78.54'	50.00'	90°00'00"	S42°07'30"W	70.71'
C55	78.54'	50.00'	90°00'00"	S47°52'30"E	70.71'
C56	78.54'	50.00'	90°00'00"	N42°07'30"E	70.71'
C57	78.54'	50.00'	90°00'00"	S42°07'30"W	70.71'
C58	78.54'	50.00'	90°00'00"	S47°52'30"E	70.71'

Line No.	Length	Direction
L1	101.00'	N87°07'30"E
L2	69.00'	N02°52'30"W
L3	55.00'	S02°52'30"E
L4	60.00'	S02°52'30"E
L5	11.50'	S87°07'30"W
L6	80.00'	S02°52'30"E
L7	35.00'	N02°52'30"W
L8	5.71'	N47°52'30"W
L9	5.71'	S42°07'30"W
L10	5.71'	S47°52'30"E
L11	5.71'	N47°52'30"W
L12	5.71'	S42°07'30"W
L13	28.28'	S47°52'30"E
L14	28.28'	S42°07'30"W



REVISED:

PRELIMINARY REPLAT

RIVERWOOD RANCH SUBDIVISION

SECTION 2

A 19.793 ACRE, 108-LOT, 3 BLOCK, 4 RESERVE SUBDIVISION

PORTION OF LOTS 2, 3, 14 AND 15, OF THE NEW YORK & TEXAS LAND COMPANY SUBDIVISION OF THE T.S. LEE SURVEY, VOL. 42, Pg. 164 B.C.D.R.
 LOCATED IN THE THEODORE S. LEE SURVEY, ABSTRACT No. 318 BRAZORIA COUNTY, TEXAS



OWNERS:
 JOHN SANTASIERO
 RIVERWAY PROPERTIES
 6115 SKYLINE DR. STE A
 HOUSTON, TEXAS 77057

PROJECT NO.: 14395 SCALE: 1" = 60' DRAWN BY: BT
 DRAWING NO.: 14395 PLAT DATE: 07/28/2021 CHECKED BY: DRR

DEDICATION STATEMENT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT JOHN SANTASIERO, President And Managing Director of the Riverway Properties, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Riverwood Ranch Subdivision, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of any time of procuring permission from anyone.

Drainage Easements Maintained by a Homeowners' Association. STATE OF TEXAS § COUNTY OF BRAZORIA §

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

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision by and through a lawfully created homeowners association to be created by the Owners. The Owners covenant and agree that such a homeowners' association (called "Association") shall be created prior to the final acceptance of the City. All Association documents shall be subject to the approval of the City and shall specifically contain covenants binding the Association to continuously maintain all Drainage Easements. Such covenants shall not relieve the individual lot owners of the responsibility to maintain the Drainage Easements should the Association default in the performance of its maintenance responsibility. The Association documents shall also contain provisions that they may not be amended with regard to the Drainage Easement maintenance responsibilities without the approval of the City. The fee simple title to all Drainage Easements shall always remain in the Association.

The City and Angleton Drainage District are not responsible for the maintenance and operation of said easements or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved.

The City and Angleton Drainage District reserves the right, but not the obligation, to enter upon any Drainage Easement at any point, or points, with all rights of ingress and egress, to investigate, survey, erect, construct, or maintain any drainage facility deemed necessary by the City for drainage and safety purposes.

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

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS § COUNTY OF BRAZORIA §

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

PRESIDENT AND MANAGING DIRECTOR

STATE OF TEXAS § COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared JOHN SANTASIERO known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____, 20____.

Notary Public State of Texas

PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

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

BILL GARWOOD, Chairman, Planning and Zoning Commission

FRANCES AGUILAR, City Secretary

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

JASON PEREZ, Mayor

FRANCES AGUILAR, City Secretary

STATE OF TEXAS § COUNTY OF BRAZORIA §

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

FRANCES AGUILAR, City Secretary, City of Angleton, on behalf of the City.

Notary Public State of Texas

ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED, THIS THE _____ DAY OF _____, 20____, THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

- 1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN. THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS BOARD MEMBER

BOARD MEMBER

KNOW ALL MEN BY THESE PRESENTS:

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

SIGNED: DOUGLAS B. ROESSLER DATE PROFESSIONAL ENGINEER TEXAS REGISTRATION NO. 56739

KNOW ALL MEN BY THESE PRESENTS:

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

SIGNED: DEVIN R. ROYAL DATE REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6667

FIELD NOTES FOR 19.793 ACRE

Being a tract of land containing 19.793 acre (861,753 square feet), located within T. S. Lee Survey, Abstract Number (No.) 318, in Brazoria County, Texas; Said 19.793 acre being a portion of Lots 2, 3, 14, and 15 of the subdivision of the T. S. Lee Survey, Abstract 318 recorded in Volume (Vol.) 42, Page (Pg.) 164 of the Brazoria County Deed Records (B.C.D.R.); Said 19.793 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 5/8-inch iron rod with cap stamped "BAKER & LAWSON" found at the northeast corner of the right-of-way (R.O.W.) intersection of North Downing Street (sixty feet wide) and Hospital Drive (sixty feet wide per Vol. 781, Pg. 204 B.C.D.R.), for the southwest corner of herein described tract;

THENCE, with the east R.O.W. line of said North Downing Street and the west line of said Lots 2 and 15, North 02 degrees 42 minutes 55 seconds West, a distance of 570.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found on the south R.O.W. line of Riverwood Ranch Boulevard (width varies per B.C.C.F. No. 2021015058) at the southwest corner of Riverwood Ranch Subdivision Section 1, a subdivision recorded under B.C.C.F. No. 2021015058, for the northwest corner of the herein described tract;

THENCE, with the south line of said Riverwood Ranch Subdivision Section 1 the following five (5) courses:

- 1. North 87 degrees 07 minutes 30 seconds East, a distance of 768.70 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;
2. South 02 degrees 52 minutes 30 seconds East, a distance of 280.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for an interior corner of the herein described tract;
3. North 87 degrees 07 minutes 30 seconds East, a distance of 101.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for an interior corner;
4. North 02 degrees 52 minutes 30 seconds West, a distance of 69.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for an angle point;
5. North 87 degrees 07 minutes 30 seconds East, a distance of 170.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for an angle point;
6. North 02 degrees 52 minutes 30 seconds West, a distance of 301.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
7. North 87 degrees 07 minutes 30 seconds East, a distance of 280.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found at the southeast corner of said Riverwood Ranch Subdivision Section 1, for an angle point of the herein described tract;

THENCE, through and across said Lot 14 and 3, South 02 degrees 52 minutes 30 seconds East, a distance of 55.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;

THENCE, through and across said Lot 3, the following eight (8) courses:

- 1. North 87 degrees 07 minutes 30 seconds East, a distance of 170.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the northeast corner of the herein described tract;
2. South 02 degrees 52 minutes 30 seconds East, a distance of 405.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the beginning of a curve to the left;
3. 31.42 feet along the arc of said curve to the left, having a radius of 20.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord that bears South 47 degrees 52 minutes 30 seconds East, a distance of 28.28 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for a point of tangency;
4. North 87 degrees 07 minutes 30 seconds East, a distance of 250.98 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;
5. South 02 degrees 52 minutes 30 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;
6. South 87 degrees 07 minutes 30 seconds West, a distance of 11.50 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the beginning of a curve to the left;
7. 31.42 feet along the arc of said curve to the left, having a radius of 20.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord that bears South 42 degrees 07 minutes 30 seconds West, a distance of 28.28 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for a point of tangency;
8. South 02 degrees 52 minutes 30 seconds East, a distance of 100.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the north line of said Hospital Drive, for the southeast corner of the herein described tract;

THENCE, with the north R.O.W. line of said Hospital Drive, South 87 degrees 07 minutes 30 seconds West, a distance of 1,730.77 feet to the POINT OF BEGINNING and containing 19.793 acres of land.

BLOCK 1

Table with 2 columns: Parcel Table (Lot No., Area S.F.) and Parcel Table (Lot No., Area S.F.) for Block 1.

BLOCK 2

Table with 2 columns: Parcel Table (Lot No., Area S.F.) and Parcel Table (Lot No., Area S.F.) for Block 2.

BLOCK 3

Table with 2 columns: Parcel Table (Lot No., Area S.F.) and Parcel Table (Lot No., Area S.F.) for Block 3.

LEGEND

- B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
B.L. = BUILDING LINE
BM = BENCHMARK
D.M.E. = DRAINAGE/MAINTENANCE EASEMENT
FND = FOUND
I.R. = IRON ROD
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
Vol., Pg. = VOLUME, PAGE

SYMBOLS

- = SET 5/8" LR. W/CAP "BAKER & LAWSON"
● = FOUND MONUMENT (AS NOTED)
⊕ = (TBM) TEMPORARY BENCHMARK

RESERVE TABLE

Table with 4 columns: SYMBOL, DESCRIPTION, RESERVE USE, AREA. Lists reserve areas A, B, C, and D.

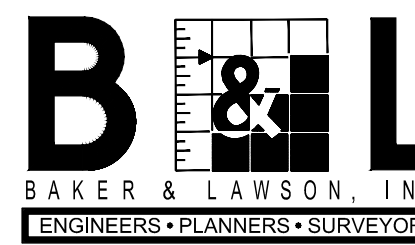
NOTES:

- 1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
2. FLOOD ZONE STATEMENT: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, MAP NUMBER 48039C0440K, WITH EFFECTIVE DATE OF DECEMBER 30, 2020, THE PROPERTY SURVEYED LIES FULLY WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
3. REFERENCE BENCHMARK: NGS MONUMENT R1182 (PID AW1177) A BRASS DISK STAMPED R1182, ON THE NORTH LINE OF CR 171, ON THE CURB OF A BRIDGE, APPROXIMATELY 275 SOUTHWEST OF INTERSECTION WITH CR 428. ELEVATION = 26.31 FEET NGVD29
3. THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON.
4. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
5. NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
6. NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
7. NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
8. NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
9. SIDEWALKS THAT CONFORM TO ACM SPECIFICATIONS AND ALL ACCESSIBILITY STANDARDS SHALL BE INSTALLED CONCURRENT WITH CONSTRUCTION OF DEVELOPMENT.
10. FRONT SETBACKS SHALL BE 20', REAR SETBACKS SHALL BE 10', SIDE SETBACKS SHALL BE 16' FOR LOTS ADJACENT TO THE R.O.W., 5' FOR INTERIORS, AND 5' FOR KEY CORNER LOTS.

REVISED:

PRELIMINARY REPLAT RIVERWOOD RANCH SUBDIVISION SECTION 2 A 19.793 ACRE, 108-LOT, 3 BLOCK, 4 RESERVE SUBDIVISION

PORTION OF LOTS 2, 14 AND 15, OF THE NEW YORK & TEXAS LAND COMPANY SUBDIVISION OF THE T.S. LEE SURVEY, VOL. 42, Pg. 164 B.C.D.R. LOCATED IN THE THEODORE S. LEE SURVEY, ABSTRACT No. 318 BRAZORIA COUNTY, TEXAS



300 EAST CEDAR ST. ANGLETON, TEXAS 77515 OFFICE: (979) 849-6681 TBP.LS No. 10052500 REG. No. F-825

OWNER: JOHN SANTASIERO RIVERWAY PROPERTIES 6115 SKYLINE DR., STE. A. HOUSTON, TEXAS 77057

Table with 3 columns: PROJECT NO., DRAWING NO., DRAWING DATE, SCALE, DATE, DRAWN BY, CHECKED BY.

EXHIBIT A

Permitted Uses for Riverwood Ranch Planned Development Overlay District:

1. Single-Family Detached Dwelling Units and Accessory Structures
2. Farms, General (Livestock/Ranch)
3. Farms, General (Crops)

Development Requirements for Riverwood Ranch Planned Development Overlay District (“RWRPD”)

- (1). Density: The density for this development shall not exceed 4.5 units per acre.
- (2). Lot Area: The lot area shall not be less than 4,000 sq. ft.
- (3). Width: The lot width shall not be less than 45 linear feet.
- (4). Depth: The lot depth shall not be less than 115 linear feet.
- (5). Front Yard: The front yard shall not be less than 20 feet.
- (6). Rear Yard: The rear yard shall not be less than 20 feet.
- (7). Side Yard: The side yard shall not be less than 5 feet.
- (8). Building Height: The building height shall be no higher than 35 feet.
- (9). Garages: A two-car garage shall be provided for each dwelling unit which may be detached or attached. Garages shall be subject to the same setbacks and building heights as the dwelling unit. Garages must be maintained as garages and permanent enclosure and conversion to living space is prohibited. Carports are prohibited.
- (10). Lot Coverage: Lot coverage shall not exceed 70%.
- (11). Parking: Parking shall be limited to surfaces paved with concrete.
- (12). Landscaping: At least one tree for each lot shall be planted between the sidewalk and the back of curb and be placed to avoid utility lines and to have minimum effect on the sidewalk and street. At planting each tree shall be a minimum of 7 feet in height and 2” in diameter as measured 12” above soil level. Each tree shall be expected to have a canopy of a minimum of fifteen feet at maturity.
- (13). Sidewalks: Sidewalks shall be a minimum of 5’ in width and shall be placed in the right-of-way immediately adjacent to the property line. Sidewalks shall be provided on both sides of every street.
- (14). Overhead Power Lines: Overhead power lines are prohibited along any street.
- (15). Accessory Buildings: One accessory building is allowed in each rear yard but shall not be visible at ground level from adjoining properties.
- (16). Signs: One 32 square foot temporary entry sign may be placed at each entrance to the subdivision. In addition, one 6 square foot temporary sign may be placed in front of each model home if applicable. A 16 square foot, permanent sign may be placed at the entrance to each new section of the subdivision. Temporary subdivision entry signs shall be removed within one year of the date the first permit for construction is issued or when 80% of the lots in the subdivision have been sold whichever first occurs. Subdivision section entry signs shall be removed after one year or when 80% of the homes in that section have been sold. One 32 square foot permanent sign shall be permitted at each entrance to the subdivision.
- (17). Street Lighting: Street lighting shall be installed according to the cities’ lighting ordinances.
- (18). Outdoor Storage: Outdoor storage is prohibited.
- (19). No barbed wire, electrical or chain link fencing is permitted.

- (20). Homeowners Association (HOA): The developer will create deed restrictions and an HOA. The HOA will enforce restrictions and architectural guidelines for home construction and manage all common spaces, streetscape (including replacement, maintenance, safety pruning and health of street trees), screening walls, detention ponds, community trails and recreation/park areas, subject to city attorney review for form. The developer shall include in the restrictions a provision that should the HOA fail to operate and maintain common area spaces/open areas, such as detention ponds, the city has the option, but not the obligation, to assume the maintenance of such. Should the city assume maintenance, the City will have the right to impose and collect a fee on HOA, or upon each lot, to recover the city's costs. Deed restrictions should be drafted so as to not conflict with city ordinance.
- (21). Concept Plan: The subdivision plat and concept plan for Riverwood Ranch Subdivision are attached hereto and made a part hereof the ordinance governing the RWRPD. The terms concept plan, plat and subdivision plat are used interchangeably. No building permit shall be issued until the subdivision plat is recorded and all other required engineering/construction plans are first approved by the city. No certificates of occupancy shall be issued until all construction and development conforms to the concept plan and engineering/construction plans as approved by the city.
- (22). Minor Revisions: It is recognized that final architectural and engineering design may necessitate minor changes in the approved concept plan and RWRPD ordinance. In such cases, the city manager, or his designee, shall have the authority to approve minor modifications. Such minor modifications shall be made on the concept plan/subdivision plat in accordance with the Land Development Code (LDC) which shall be substantially conform to the previously approved concept plan.
- (23). Major Revisions: In the event of revisions that are more extensive in nature (i.e. do not conform to the rules for minor amendments contained in the Angleton Land Development Code), a new concept plan/subdivision plat must be resubmitted, reviewed, and approved in accordance with regular procedures for rezoning and replatting contained in the Angleton Land Development Code and the City of Angleton zoning ordinance.



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 10, 2021

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

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on a request for approval of the Hancock Subdivision Consolidation Replat with a variance of Section 23.12 requiring a right-of-way dedication. The subject property is a replat of Lots 1, 2 and 3, Block 42 of Angleton Townsite and consists of an approximate 0.314 acres in the Single Family Residential 6.3 (SF-6.3) District. The subject property is located on the southwest corner of Orange Street and Hancock Street.

AGENDA ITEM SECTION: Public Hearing

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

The subject property is located on the southwest corner of Orange Street and Hancock Street and is in the SF 6.3 District. The SF-6.3 District requires a minimum of; 60 ft. of lot width, 100 ft. of depth, and 6,300 sq. ft. of lot area. This is a proposed replat (Attachment 1) to combine Lots 1, 2, and 3, Block 42 of Angleton Townsite into two lots. Originally, the replat would orient the two lots towards Hancock Street, but neither proposed new lot would meet the minimum requirements of the SF-6.3 district either before, or after, required right-of-way (ROW) dedications along both Orange Street and Hancock Street and would have required a rezoning to the SF-5 District to meet minimum requirements. Staff recommended that the lots be reoriented to Orange Street and that variances be requested of the respective required ROW dedications.

Both Hancock and Orange Streets are designated as Arterial level streets on the City's adopted Mobility Plan (Attachment 2). Section 23-24 requires dedication of additional right-of-way for both streets (half of the 80 ft. minor arterial level standard - 40 ft from the centerline of the street) to the arterial standard designated on the Mobility Plan. The required ROW dedication, based on the submitted replat would be approximately 20 ft. along the Hancock Street frontage and approximately 5 feet along the Orange Street frontage. Unfortunately, even if the lots are reoriented to face Orange Street with both dedications neither the minimum lot depth (100 ft) nor the minimum lot area can then be met. Section 23-23.E.2 describes the avenue of relief for the dedication requirement. The applicant has provided reasoning addressing this criterion (Attachment 3).

Attachment 4 is an aerial photo of the area. Hancock Street runs parallel to Business 288 on the west side and Orange Street runs approximately two blocks between Wright Street and Hancock Street. Both Street are designated as arterial level streets on the Mobility Plan. The Mobility Plan shows Mulberry and Orange Streets functioning as parallel arterial streets through downtown Angleton, probably intended as a one-way pair. Unfortunately, this part of the Mobility Plan has never come to fruition and is unlikely to ever be developed in this manner.

Dedicating 20 feet of additional ROW is not necessary as Hancock Street does not serve an arterial street function, which is served by Business 288. Additional ROW for Orange Street is also unnecessary as the creation of paired arterial streets through downtown Angleton is not likely to ever happen and Orange Street already has 70 feet of ROW over its two-block length between Hancock and Wright Streets, serving primarily residential uses.

The Planning and Zoning Commission unanimously recommends approval of the Hancock Subdivision Replat without dedication of right-of-way for Orange Street and Hancock Street.

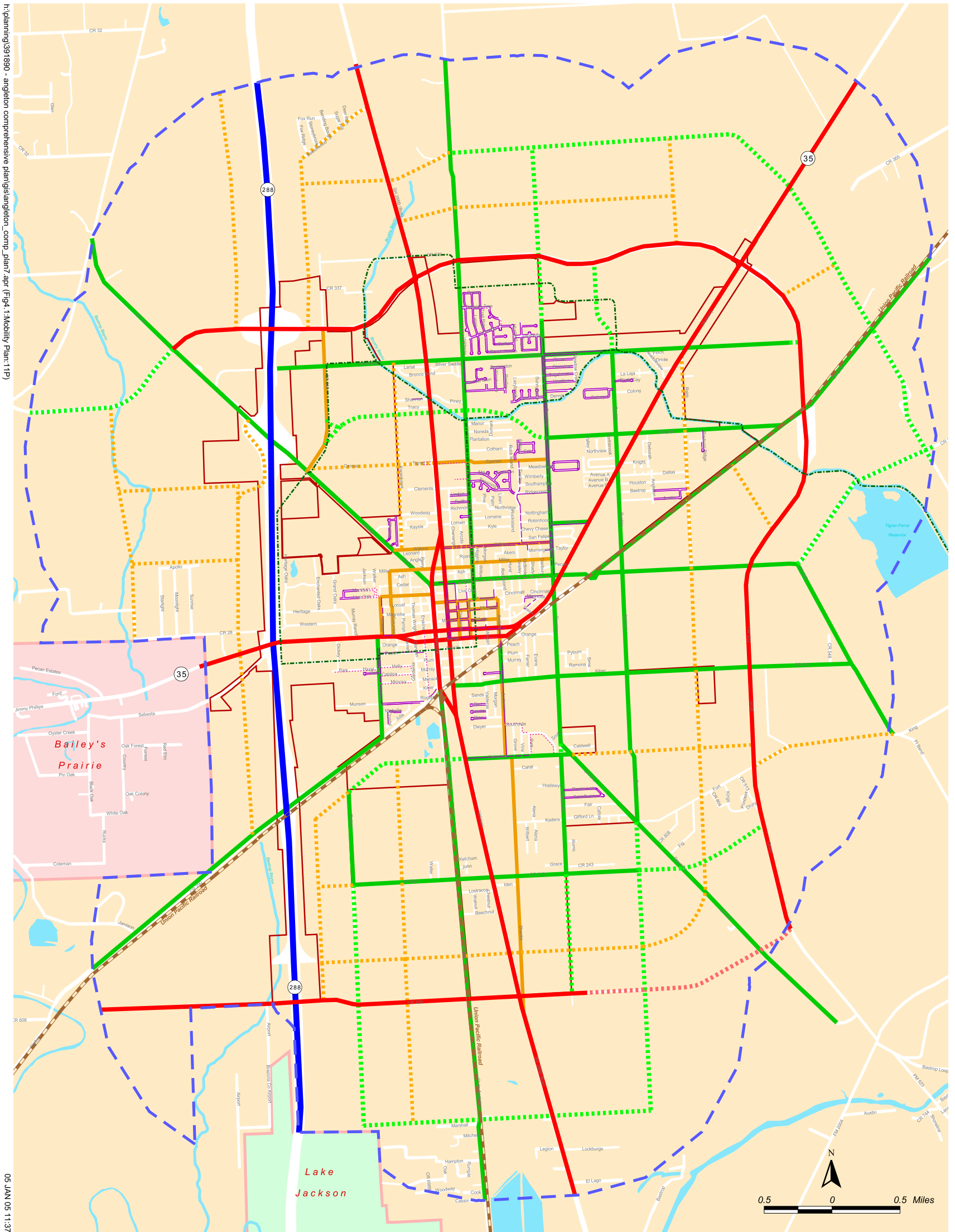
RECOMMENDATION:

Staff recommends approval of the Hancock Subdivision Replat without dedication of right-of-way for Orange Street and Hancock Street.

SUGGESTED MOTION:

I move we approve the Hancock Subdivision Replat without dedication of right-of-way for Orange Street and Hancock Street.

ATTACHMENT 2



h:\planning\391890 - angleton comprehensive plan\angleton_comp_plan7.apr (Fig4.1:Mobility Plan:11P)

05 JAN 05 11:37

Figure 4.1
Mobility Plan

- | | | | |
|--|--------------------------|--|----------------------|
| | Existing Freeway | | Rail |
| | Existing Arterial | | Existing Sidewalk |
| | Existing Major Collector | | Proposed Sidewalk |
| | Existing Minor Collector | | Proposed Trail |
| | Proposed Arterial | | Angleton Study Area |
| | Proposed Major Collector | | Angleton City Limits |
| | Proposed Minor Collector | | |





May 21, 2021

Walter Reeves
City Planner
City of Angleton
121 S Velasco Street
Angleton, Texas 77515

Re: Letter of Relief from ROW takings along Orange Street and Hancock Street
Hancock Subdivision
Angleton, Brazoria County, Texas

Mr. William Bye, owner, intends to consolidate a 3 lot subdivision into a two lot subdivision along Orange Street. The tract is zoned SF-6.3 and is bound by Orange Street, Hancock Street, a 20' alley, and Lot 4 of the Angleton Townsite Subdivision.

The owner is proposing a two lot subdivision with the following dimensions.

LOT DIMENSIONS			
LOT #	Width (ft)	Depth (ft)	Area (SF)
1A	65	100	6500
2A	75	100	7500

The proposed layout meets the requirements of the current zoning, SF-6.3 which calls for minimum 60' width, 100' depth, and 6,300 SF. However, the city's mobility plan requires that the owner dedicate 5' of frontage along Orange Street and 20' of frontage along Hancock Street. This will result in the following dimensions.

LOT DIMENSIONS W/ ROW TAKING			
LOT #	Width (ft)	Depth (ft)	Area (SF)
1A	65	95	6175
2A	55	95	5225

We ask the city consider relief from the ROW taking for both Hancock and Orange Street under the following section.

- *Section 23-23.E.2 At the discretion of the Council, the City may agree to relieve the developer of some portion of the obligations of improving the substandard boundary street in response to a*

DOUGLAS B. ROESLER, P.E. - Principal Engineer
300 EAST CEDAR, ANGLETON, TEXAS 77515
(979) 849-6681 • Fax (979) 849-4689

petition for relief from a dedication or construction requirements by the subdivider or developer, as set out in Sec.23-24, Improvements Required.

This relief will allow the owner to consolidate his tract and still meet the city zoning requirement. The owner will propose larger setbacks on the property. The front setback will be increased to 30' on both Lots 1A and 2A. The corner side setback on Lot 2A will be increased to 35 ft. The larger setbacks will assist City's mobility plan.

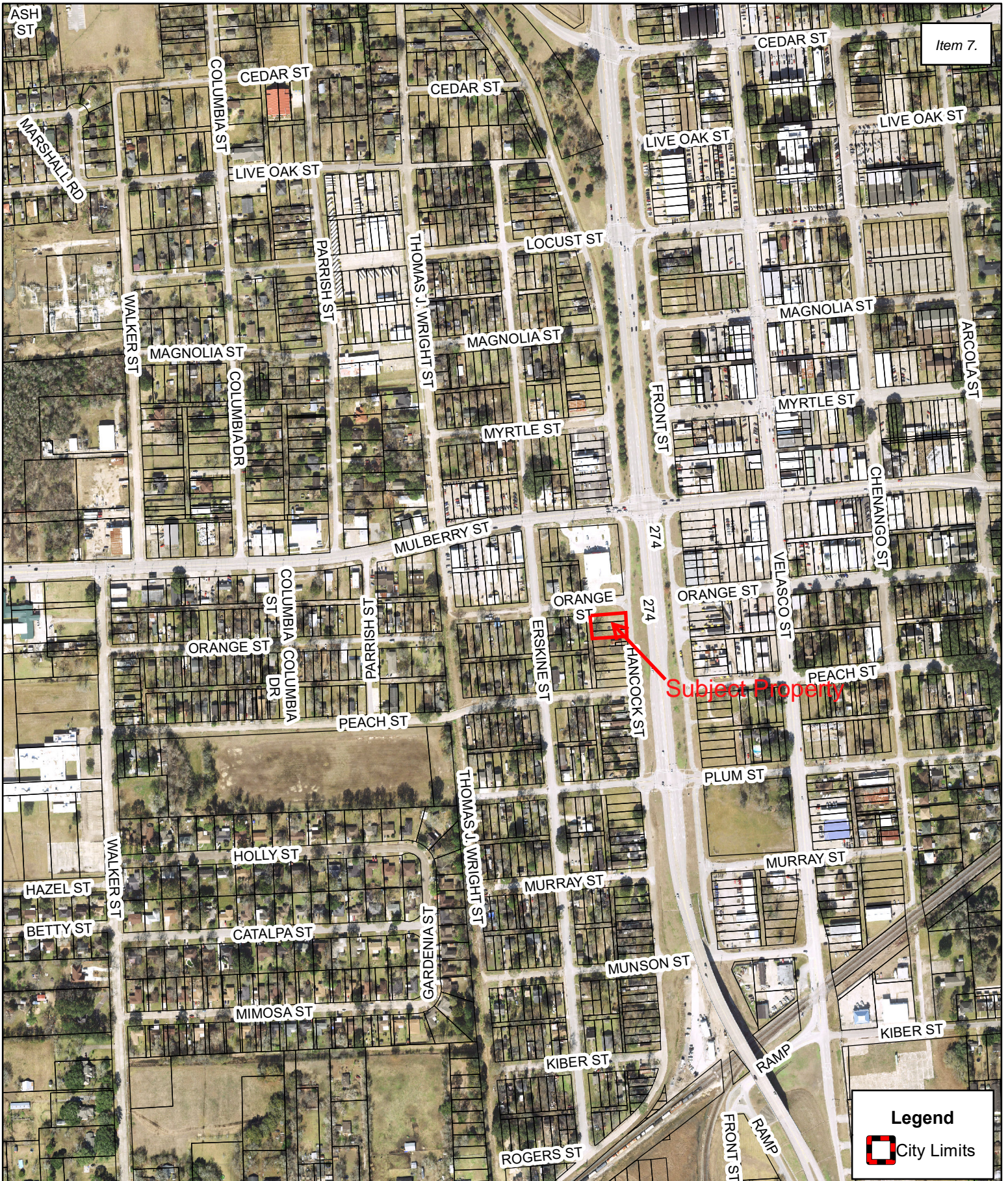
Thank you for your consideration.

Sincerely,



Miguel Saucedo, PE
Project Engineer

(File: J; \ 14521\Letter of Relief)



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



Operated by:
 City of Angleton
 121 S. Velasco St.
 Angleton, TX 77515
 979-849-4364

City of Angleton GIS Mapping

1" = 507'



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 10, 2021

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

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on an Ordinance No. 20210810-008 rezoning an approximate 164.50 acres of land in the J. de J. Valderas Survey, Abstract No. 380, Brazoria County, Texas from the Agricultural District (AG) to a Planned Development (PD) District.

AGENDA ITEM SECTION: Public Hearing

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

FUND: None

EXECUTIVE SUMMARY:

This is a request from Texas Viejo Land Company on behalf of property owners: Leah Tigner, Individually and as Independent Executrix of the Estate of John Hughes Tigner, III Deceased; Williams Marshall Tigner, II with a reservation of Life Estate of Williams Marshall Tigner; Tiffany Aleece Tigner Schlensker with a reservation of Life Estate of Williams Marshall Tigner; and Williams Marshall Tigner; to rezone approximately 164.5 acres of land located on the north side of Anchor Road (CR 44) approximately 2,000 feet northwest of W. Wilkens Street.

A request to rezone the property from the AG district to the Single Family Residential 5 (SF-5) zoning district was recommended by the Commission at its March 4, 2021 meeting. The City Council tabled the rezoning request at its March 9, 2021 meeting. The rezoning was brought off the table on June 22, 2021 and the City Council directed that the existing application become a planned development. As a result of that action, the PD must go through the standard zoning change process.

The attached ordinance is a “draft” and at the time of preparation of this agenda summary was still being worked through with the developer. Included within the ordinance is the proposed land plan for the PD which provides the following details:

1. The project will be developed in five (5) phases.
2. Phase 5 is proposed to be marketed as commercial property (office/retail) for a period of four (4) years after which Phase 5 can be developed residentially.
3. There will be 533 total lots (including Section 5 if it does not develop as commercial use).
4. The proposed lot mix will consist of the following:

LOT SIZE	NUMBER	PERCENTAGE OF TOTAL
Minimum 50 ft wide	100	18.76%
Minimum 55 ft wide	219	41.09%
Minimum 60 ft. wide	214	40.15%
TOTAL	533	100%

The Land Plan identifies Section 5 as being developable with 55’60’ lot widths, and the draft ordinance allows Section 5 to be developed consistent with the SF-5 district rather than as laid out in the proposed PD ordinance.

The PD also proposes an entry monument and some private open space within the project. Tigner Road will be extended east/west across the property with 25 ft. of paving in each direction and a six-foot median. Landscaping and “premium” fencing is proposed along both streets although details regarding either are provided. Private open space is also proposed that will be developed as playgrounds although no details have been provided on how those will be developed. The developer has indicated that the parks fee-in-lieu of dedication of parkland will be paid.

The Future Land Use Plan from the Angleton Comprehensive Plan Update designates the subject property as being appropriate for single family residential use and office/retail/multi-family residential use. The proposed rezoning is further supported by Goals 1 & 2 of Chapter 3 Land Use as well as Goals 1 & 2 of Chapter 8 Housing of the Comprehensive Plan.

Chapter 3 – Land Use

Goal One: High quality development that promotes sensible growth patterns and respects the small-town atmosphere and image of the community.

Goal Two: A pattern of development that promotes livable neighborhoods, viable commercial centers, and economic prosperity.

Chapter 8 – Housing

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

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

Existing Land Use and Zoning

North: Undeveloped land in the ETJ and further north largely undeveloped land in the Commercial General District (C-G).

East: Undeveloped land in the Commercial General District (C-G) and the Planned Development District (PD) and developed land in the Single Family 7.2 District (SF 7.2), and undeveloped Multifamily Residential 29 (MFR-29) district for apartments having a maximum density of 29 dwelling units per acre.

South: Anchor Road (CR 44), Agricultural (AG) district with a church, single family residential development in the SF-7. 2 district and Lakeside Park.

West: Some development the ETJ across Carr Road and then some development in the Planned Development District (PD) and Commercial General (C-G) districts along SH 288.

Anchor Road is designated as a Minor Collector on the Mobility Plan in this area. Carr Road is designated as a Minor Collector. Cannan/Tigner Drive is designated to extend into the property. Karankawa Lane (along the eastern property line) is designated in part as an existing Minor Collector and in-part as a proposed Minor Collector.

The proposed rezoning is consistent with the Future Land Use Plan and is supported by several goals of the Comprehensive Plan.

The Planning and Zoning Commission held a public hearing on August 5, 2021 and recommends approval (4 in-favor/2 opposed/1 abstain/absent) of the proposed rezoning of 164.5 acres from the Agricultural (AG) District to a Planned Development District.

RECOMMENDATION:

Staff recommends approval of the proposed rezoning of 164.5 acres from the Agricultural (AG) District to a Planned Development (PD) District.

SUGGESTED MOTION:

I move we approve the proposed rezoning of 164.5 acres from the Agricultural (AG) District to a Planned Development (PD) District

ORDINANCE NO. 20210810-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, REZONING 164.5 ACRES FROM CHAPTER 28 ZONING ARTICLE III ZONING DISTRICTS SECTION 28-42 AG AGRICULTURAL DISTRICT TO CHAPTER 28 ZONING ARTICLE III ZONING DISTRICTS SECTION 28-62 PD PLANNED DEVELOPMENT OVERLAY DISTRICT THREE (3) OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR REPEAL AND EFFECTIVE DATE.

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

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

WHEREAS, Tejas-Angleton, L.L.C. is the owner of, or is under contract to purchase, an approximately 164.5-acre tract (the “Property”) located in the corporate limits of the City of Angleton, Texas more particularly depicted in Exhibit “A”; and

WHEREAS, Tejas-Angleton, L.L.C. intends to develop the Property in five (5) Phases or Sections as shown in Exhibit “B”; and

WHEREAS, On August 5, 2021, the Angleton Planning & Zoning Commission conducted a public hearing regarding a request by property owners and Tejas-Angleton Development, L.L.C. to rezone 164.5 acres of land from Chapter 28 Zoning Article III Zoning Districts Section 28-42 AG Agricultural District to Chapter 28 Zoning Article III Zoning Districts Section Sec. 28-62 PD Planned Development Overlay District Three (3) of the Code of Ordinances of the City of Angleton; and

WHEREAS, the Angleton Planning & Zoning Commission determined that the purpose and intent of the Planned Development Overlay District is as follows: to create a district which allows land utilization not permitted by other districts in the Zoning Ordinance of the City of Angleton, Texas and which ensures the compatibility of land uses, and allows for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes:

- A. To provide for a superior design on lots or buildings;
- B. To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
- C. To meet or exceed the standards of the zoning ordinance.

WHEREAS, on August 5, 2021 after considering the public testimony received at such hearing, if any, the Planning and Zoning Commission considered the district which allows land utilization not permitted by other districts in the Zoning Ordinance of the City of Angleton, Texas and which ensures the compatibility of land uses, and the Planning & Zoning Commission has recommended that the request by Tejas-Angleton Development, L.L.C. to rezone 164.5 acres of land from Chapter 28 Zoning Article III Zoning Districts Section 28-42 AG Agricultural District to Chapter 28, Zoning, Article III Zoning Districts, Sec. 28-62 PD Planned Development Overlay District Three (3) of the Angleton Code of Ordinances be approved; and

WHEREAS, on August 10, 2021, the City Council of the City of Angleton, Texas conducted a public hearing regarding a request by property owners and Tejas-Angleton Development, L.L.C. to rezone 164.5 acres from the Chapter 28 Zoning Article III Zoning Districts Section 28-42 AG Agricultural District to the Chapter 28, Zoning, Article III Zoning Districts, Sec. 28-62 PD Planned Development Overlay District Three (3) of the Angleton Code of Ordinances be approved; and

WHEREAS, on August 10, 2021, the City Council of the City of Angleton, Texas conducted a public hearing and considered the Planning & Zoning Commission recommendation and decided to approve the rezoning of 164.5 acres of land from the Chapter 28 Zoning Article III Zoning Districts Section 28-42 AG Agricultural District to the Chapter 28 Zoning, Article III Zoning Districts, Sec. 28-62 Planned Development Overlay District Three (3) of the Angleton Code of Ordinances be approved; 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; and

WHEREAS, the City Council desires to rezone 164.5 acres of land from the Chapter 28 Zoning Article III Zoning Districts Section 28-42 AG Agricultural District to the Chapter 28 Zoning, Article III Zoning Districts, Sec. 28-62 PD Planned Development Overlay District Three (3) of the Angleton Code of Ordinances be approved; and

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

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

SECTION 2. The purpose and intent of the Planned Development Overlay District is as follows: to create a district which allows land utilization not permitted by other districts in the Zoning Ordinance of the City of Angleton, Texas and which ensures the compatibility of land uses, and allows for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes:

- A. To provide for a superior design on lots or buildings;

- B. To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
- C. To meet or exceed the standards of the zoning ordinance.

SECTION 3. The request by property owners and Tejas-Angleton Development, L.L.C. to zone 164.5 acres of land to Chapter 28 Zoning, Article III Zoning Districts, Sec. 28-62 PD Planned Development Overlay District Three (3) of the Angleton Code of Ordinances be approved; and are subject to the district regulations and development standards and graphic and pictorial representations as shown and as set forth in Exhibit “C” attached to this Ordinance and made a part hereof.

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 thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

SECTION 8. 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 10th DAY OF AUGUST 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

Exhibit A The Property

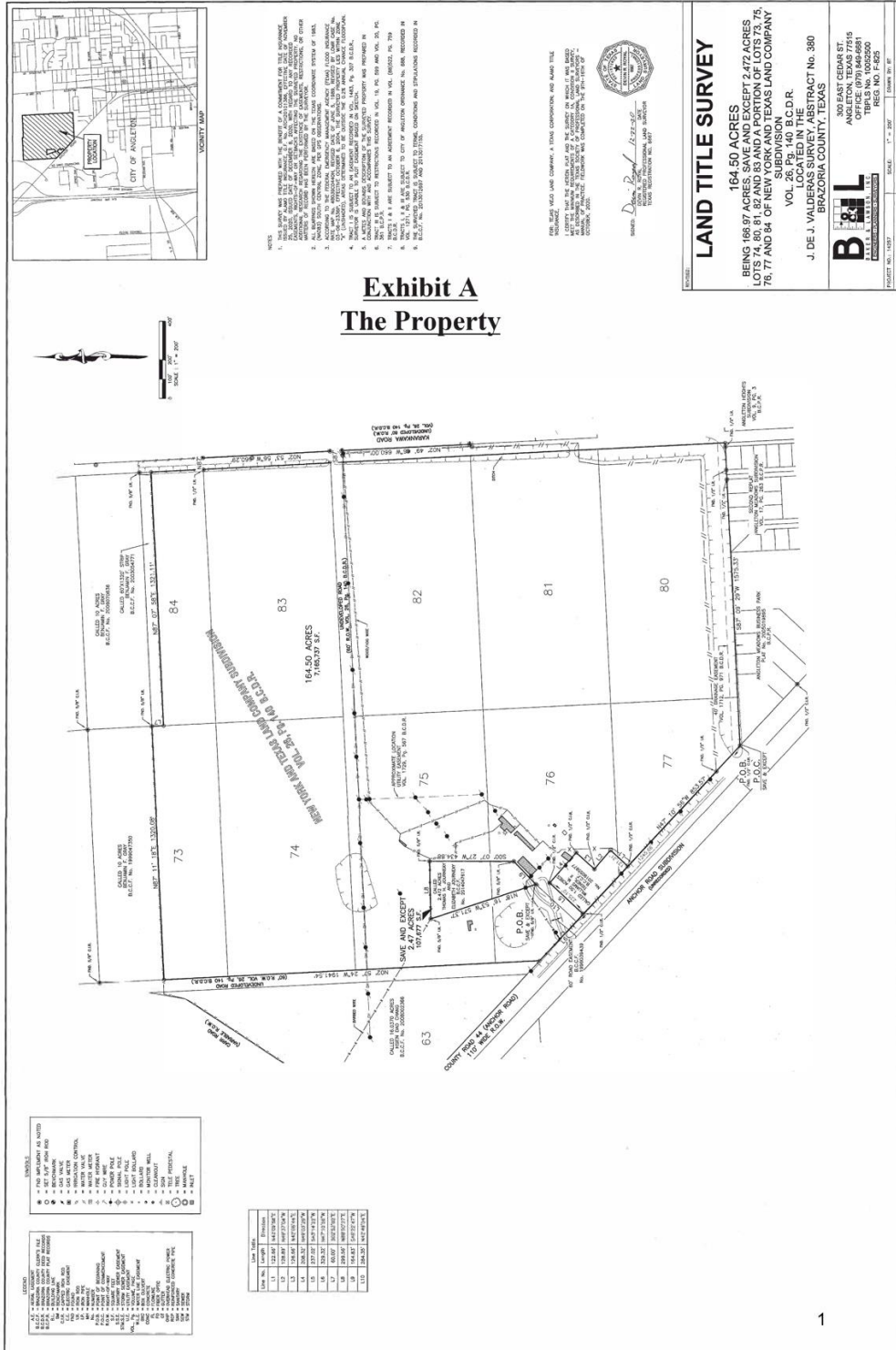


Exhibit A
The Property

pg.2



County: Brazoria
Project: 150 Acres Anchor Rd
Job No.: 14257

FIELD NOTES FOR 164.50 ACRE

Being a tract of land containing 164.50 acres (7,165,737 square feet), located within J. De J Valderas Survey, Abstract Number (No.) 380, in Brazoria County, Texas; Said 164.50 acre tract being all of Lots 74, 80, 81, 82 and 83 and a portion of Lots 73, 75, 76, 77 and 84 of the New York and Texas Land Company Subdivision recorded under Volume (Vol.) 26, Page 140 of the Brazoria County Deed Records (B.C.D.R.), being a 166.97 acre tract save and except a 2.472 acre tract recorded in the name of Thomas H. Journeay and Elizabeth Journeay under Brazoria County Clerk's File (B.C.C.F.) No. 2014047617; Said 164.50 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

Overall 166.97 acre tract:

BEGINNING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.), for the southwest corner of the herein described tract;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 853.57 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the south corner of a called 1.50 acre tract recorded in the name of Williams M. Tigner, II under B.C.C.F. No. 2019055977, for an angle point of the herein described tract;

THENCE, with the easterly lines of said 1.50 acre tract the following four (4) courses:

1. North 43 degrees 09 minutes 58 seconds East, at a distance of 1.35 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 122.66 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
2. North 49 degrees 37 minutes 04 seconds West, a distance of 128.89 feet to a 1/2-inch iron rod with cap found for an angle point;
3. North 42 degrees 06 minutes 44 seconds East, a distance of 126.66 feet to a 1/2-inch iron rod with cap found for an interior corner of the herein described tract;
4. North 49 degrees 03 minutes 29 seconds West, a distance of 208.32 feet to a 1/2-inch iron rod with cap found at the north corner of said 1.50 acre tract, for an interior corner of the herein described tract;

300 E Cedar St, Angleton, Texas 77515 • Phone: (979) 849-6681
Texas Firm Registration No. 10052500

Exhibit A
The Property
pg.3



THENCE, with the northwest line of said 1.50 acre tract, South 43 degrees 14 minutes 22 seconds West, at a distance of 235.10 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 237.02 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the northeast R.O.W. line of said Anchor Road, at the west corner of said 1.50 acre tract, for an angle point;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 329.32 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the east line of an undeveloped road (sixty feet wide per Vol. 26, Page 140 B.C.D.R.) on the west line of said Lot 76, for the southwest corner of the herein described tract;

THENCE, with the east line of said undeveloped road and the west lines of said Lots 76, 75, 74 and 73, North 02 degrees 57 minutes 24 seconds West, a distance of 1,941.54 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 1999047350, for the northwest corner of the herein described tract;

THENCE, with the south line of said 10 acre tract, North 87 degrees 11 minutes 18 seconds East, a distance of 1,320.08 feet to a 5/8-inch iron rod found at southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2006070636, at the southeast corner of said 10 acre tract recorded in B.C.C.F. No. 1999047350, for the northwest corner of a 60' X 1,320' strip recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2003054771, for an angle point;

THENCE, with the west line of said a 60' X 1,320' strip, South 02 degrees 52 minutes 02 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of said a 60' X 1,320' strip, for an interior corner of the herein described tract;

THENCE, with the south line of said a 60' X 1,320' strip, North 87 degrees 07 minutes 58 seconds East, a distance of 1,321.11 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the west line of Karankawa Road (undeveloped sixty feet wide per Vol. 26, page 140 B.C.D.R.), at the southeast corner of said a 60' X 1,320' strip, for the northeast corner of the herein described tract;

THENCE, with the west R.O.W. line of said Karankawa Road, being the east line of Lots 84, 83, 82, 81 and 80, South 02 degrees 52 minutes 54 seconds East, a distance of 2,970.25 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northeast corner of a twenty-foot drainage easement dedicated by the Second Replat of Angleton Meadows Subdivision recorded under Vol. 17, Page 263 of the B.C.P.R., for the southeast corner of said Lot 80 and the herein described tract;

THENCE, with the north line of said Angleton Meadows Subdivision and Angleton Meadows Business Park, and the south lines of said Lots 80 and 77, South 87 degrees 09 minutes 29 seconds West, a distance of 1,575.33 feet to the **POINT OF BEGINNING** and containing 166.97 acres of land.

Exhibit A
The Property
pg.4



SAVE AND EXCEPT 2.47 ACRES:

COMMENCING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.);

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 1,245.66 feet to an angle point;

THENCE, through and across said Lot 76 the following five (5) courses:

1. North 42 degrees 49 minutes 04 seconds East, a distance of 284.35 feet to a 5/8-inch iron rod found for the south corner and **POINT OF BEGINNING** of the herein described tract;
2. North 18 degrees 16 minutes 53 seconds West, a distance of 571.37 feet to a 5/8-inch iron rod found at the northwest corner of the herein described tract;
3. North 88 degrees 50 minutes 27 seconds East, a distance of 299.56 feet to a 5/8-inch iron rod found at the northeast corner of the herein described tract;
4. South 00 degrees 07 minutes 27 seconds West, a distance of 434.88 feet to a 5/8-inch iron rod found at the southeast corner of the herein described tract;
5. South 46 degrees 22 minutes 47 seconds West, a distance of 164.83 feet to the **POINT OF BEGINNING** and containing 2.47 acres of land.

OVERALL: 166.97 ACRES

SAVE AND EXCEPT: 2.47 ACRES

TOTAL: 164.50 ACRES

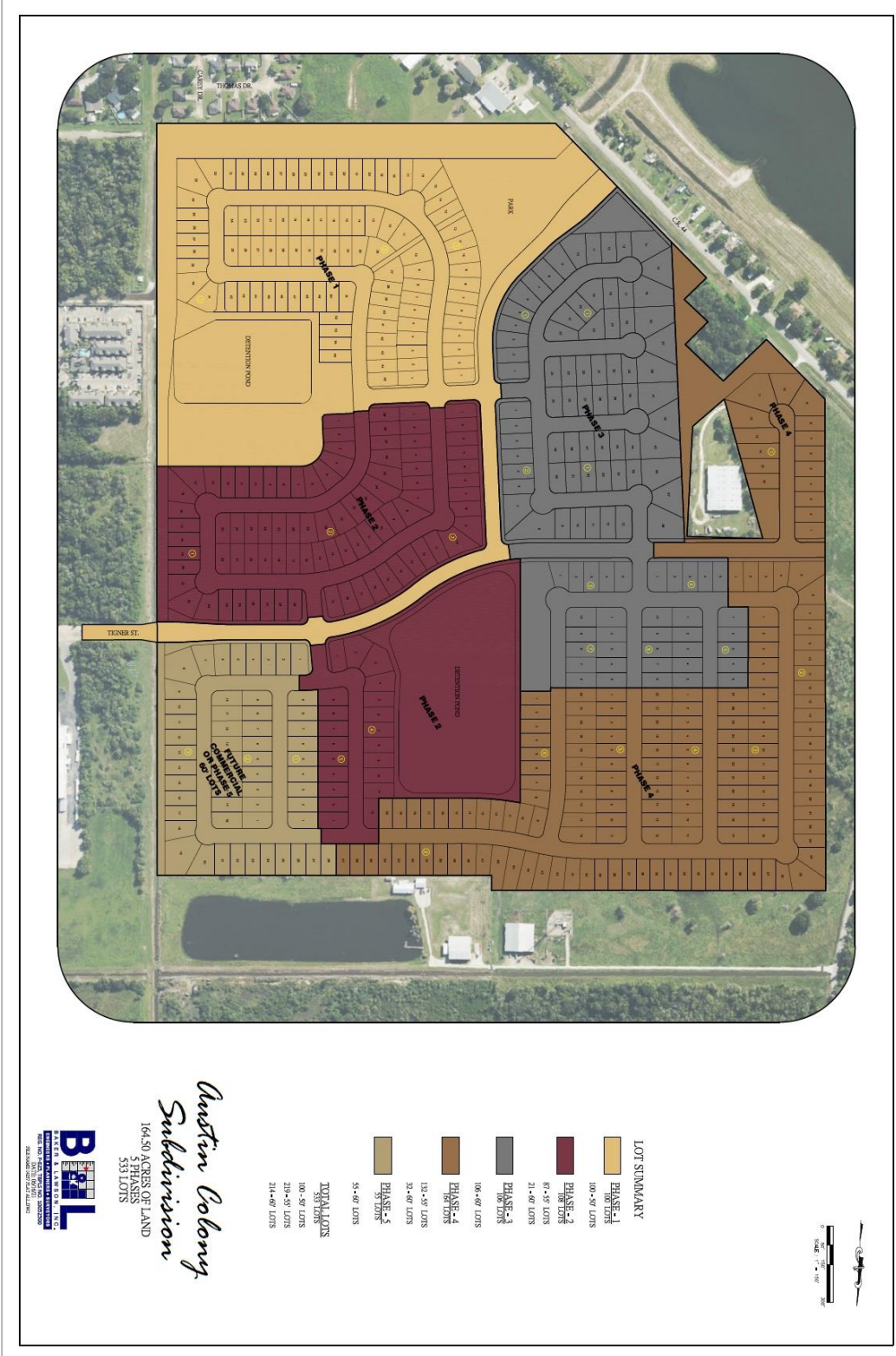
A land title survey of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description.

Devin Royal 12-22-20
Devin R. Royal
Registered Professional Land Surveyor
Texas Registration No. 6667



300 E Cedar St, Angleton, Texas 77515 • Phone: (979) 849-6681
Texas Firm Registration No. 10052500

Exhibit B Property Phases/Sections



**Exhibit C
Development Standards and District Regulations**

All regulations of the Code of Ordinances of the City of Angleton shall apply in this Planned Development PD Three (3) unless otherwise modified in this Exhibit or the PD Planned Development Overlay District Three (3) Ordinance.

REGULATIONS for Phases 1, 2, 3, and 4 as identified in Exhibit “B”.

1. **Base District.** The provisions of Section 28-47 SF-5 Single Family Residential 5 District of the City of Angleton Code of Ordinances, as adopted upon the effective date of this ordinance shall apply to Phases 1, 2, 3, and 4 except as otherwise modified herein.
2. **Uses.** Those uses described for the SF-5 district in Section 28-81 Use Regulations (Charts) shall be permitted for Phases 1, 2, 3, and 4.
3. **Lot Dimensions and Development.** The lots shall be the size depicted in Exhibit “B” and shall be approximately 120 feet in length, with the front width of

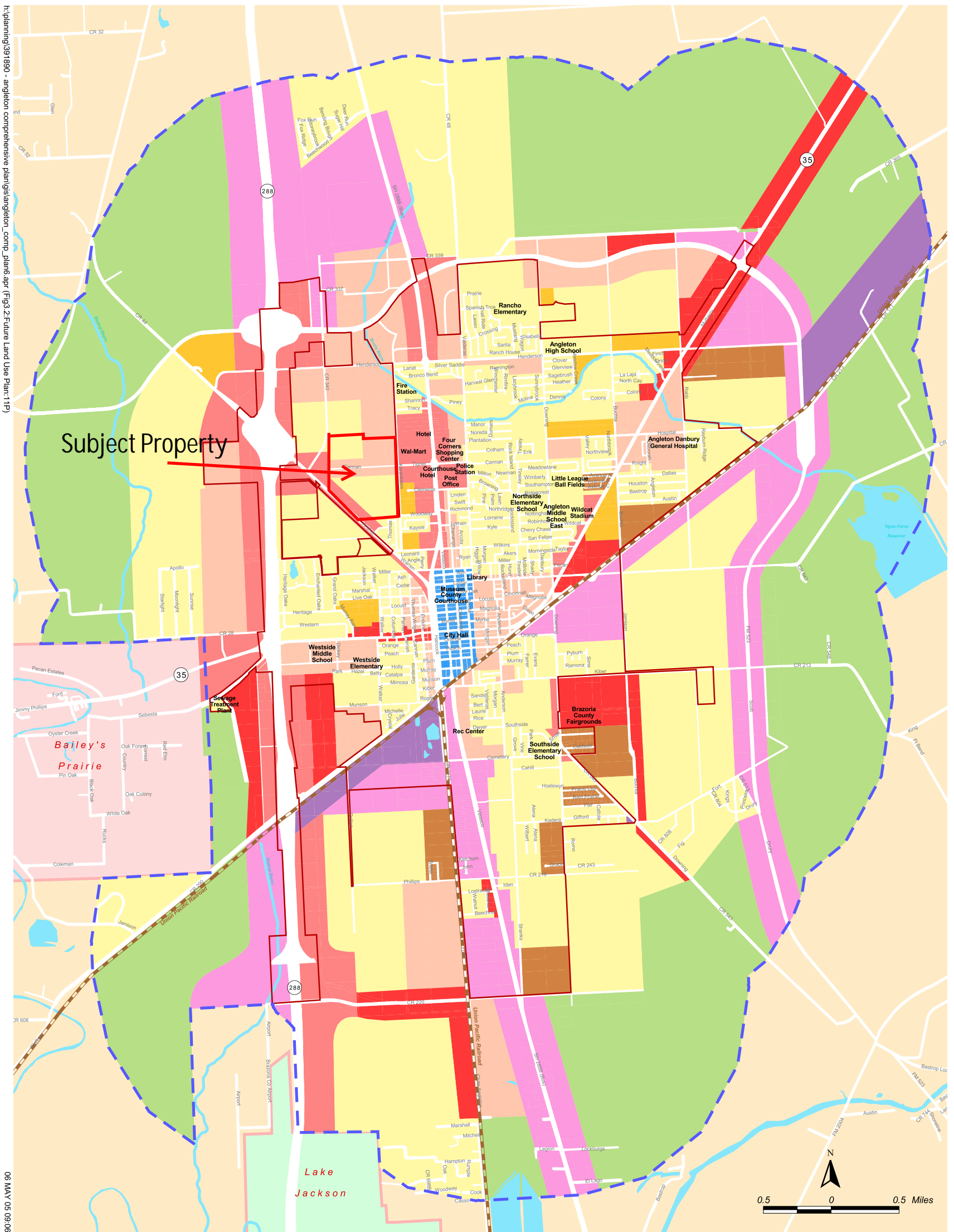
SECTIONS AND LOT SUMMARY CHART				
Section	Lot Width 50 Feet	Lot Width 55 Feet	Lot Width 60 Feet	Section Lot Total
1	100 Lots			100 Lots
2		87 Lots	21 Lots	108 Lots
3			106 Lots	106 Lots
4		132 Lots	32 Lots	164 Lots
5			55 Lots	55 Lots
Lot Size Total	100 Lots	219 Lots	214 Lots	533 Lots
Size %	19%	41%	40%	100%

each lot as set forth in this Sections and Lot Summary Chart.

4. **Entry Monument.** An Entry Monument shall be placed at the corner of Austin Colony Boulevard and County Road 44, which is the entry to the Project off County Road 44. The Entry Monument shall be either brick or stone with landscaping, planted grass, shrubs, irrigation system and lighting.
5. **Fencing.** Developer agrees to install perimeter fencing as depicted in Exhibit “ ” attached hereto. Developer agrees to install premium, stained, crowned cedar fencing along the property lines of all lots along Austin Colony Boulevard and Tigner Street. All perimeter fencing shall be maintained by the Homeowners’ Association. Perimeter fencing shall not be installed within any street intersection sight triangles. All fencing for each proposed development phase shall be installed prior to the occupancy of any residence in that phase. All wood fencing will have a top cap.

REGULATIONS for Phase 5 as identified by Exhibit “B”:

- 1. Base District.** The provisions of Section 28-58 C-O/R Commercial-Office/Retail District. of the City of Angleton Code of Ordinances, as adopted upon the effective date of this ordinance shall apply to Phase 5 of the Property subject to the provisions of this Exhibit and the PD Planned Development Overlay District Three (3) Ordinance.



h:\planning\391890 - angleton comprehensive plan\angleton_comp_plans\app_figs\Future Land Use Plan_11P

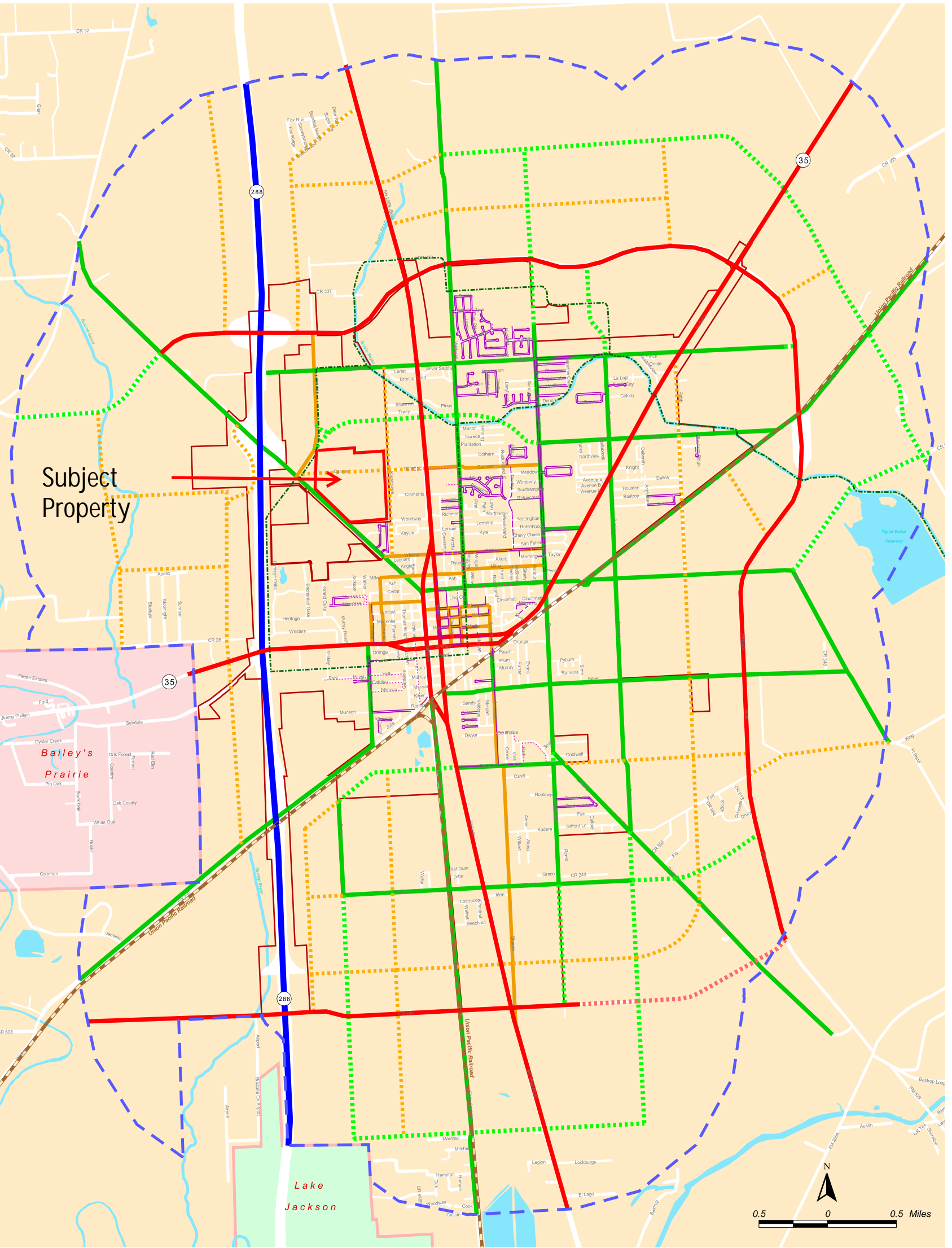
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Figure 3.2
Future Land Use Plan

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

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





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05 JAN 05 11:37

Figure 4.1
Mobility Plan

- | | | | |
|--|--------------------------|--|----------------------|
| | Existing Freeway | | Rail |
| | Existing Arterial | | Existing Sidewalk |
| | Existing Major Collector | | Proposed Sidewalk |
| | Existing Minor Collector | | Proposed Trail |
| | Proposed Arterial | | Angleton Study Area |
| | Proposed Major Collector | | Angleton City Limits |
| | Proposed Minor Collector | | |



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 10, 2021

PREPARED BY: Lindsay Koskiniemi, CGFO, CPM, Assistant Director of Development Services

AGENDA CONTENT: Discussion and possible action on Ordinance No. 20210810-009 adopting a consolidated schedule of fees reflecting those fees contained in the Code of Ordinances of the City of Angleton, Texas; providing for repeal; providing for penalty; providing for severability; providing for an effective date.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

City staff has compiled a comprehensive schedule of fees, supported by the City's Code of Ordinances, into one user-friendly document. Presently, fees are found throughout the City's Code of Ordinances that can be cumbersome and difficult for users to find.

The goal of compiling all fees found in the City's Code into one document is to create a single-source reference of fees to reduce research time and provide a better service to the public and all users of the City's Code.

The proposed schedule has been reviewed and approved by all City department heads and the City's legal counsel. Once adopted, this document will be a "living" document that can be changed as needed with Council action. An ordinance with all fees reflective of the proposed consolidated fee schedule is provided for adoption.

RECOMMENDATION:

Staff recommends Council approve Ordinance No. 20210810-009.

ORDINANCE NO. 20210810-009

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ADOPTING A CONSOLIDATED SCHEDULE OF FEES REFLECTING THOSE FEES CONTAINED IN THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS; PROVIDING FOR REPEAL; PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 54.004 of the Local Government Code, a home-rule municipality may enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, pursuant to Section 2.01 of the Home Rule Charter of the City of Angleton, Texas, the City of Angleton, Texas, may make and may pass ordinances for the protection and maintenance of good government, the peace and welfare of the community, and for the performance and functions thereof; and

WHEREAS, the City Council of the City of Angleton, Texas, constantly reviews the Code of Ordinances of the City of Angleton, Texas, to identify opportunities to refine and improve such Code of Ordinances; and

WHEREAS, the City Council of the City of Angleton, Texas, desires to amend such Code of Ordinances to provide for a uniform and consolidated schedule of fees; and

WHEREAS, the City Council of the City of Angleton, Texas, finds and determines that the adoption of a consolidated schedule of fees and of conforming amendments and additions to the Code of Ordinances of the City of Angleton, Texas, necessary to preserve the good government, order, and security of the City of Angleton, Texas, and its inhabitants.

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

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

SECTION 2. Chapter 1 – General Provisions, “Section 1-2. – Definitions and rules of construction.” of the Code of Ordinances of the City of Angleton, Texas, is amended by adding a new definition to read as follows:

“Fee schedule. The words “fee schedule” or “schedule of fees” shall mean the most recent fee schedule adopted by the City Council, including any amendments. An official copy of the fee schedule shall be kept on file in the office of the City Secretary and may be published on the City’s website. In the event of a conflict between the fee schedule kept on

file with the City Secretary and the fee schedule published on the City’s website, the copy on file with the City Secretary shall control.”

SECTION 3. The Code of Ordinances, City of Angleton, Texas is hereby amended by adding the following:

An Article to Chapter 2 – Administration, to be numbered Article X. – Fee Schedule of the Code of Ordinances of the City of Angleton, Texas, which said article and corresponding section(s) shall read as follows:

“ARTICLE X. – FEE SCHEDULE

Sec. 2-266. – Fee Schedule.

The City Council shall establish a fee schedule for permits, licenses, and for the services necessary to be performed as provided for under the provisions of this Code of Ordinances of the City of Angleton, Texas.

- (1) All fee schedules established by City Council shall be established by ordinance and shall be promulgated by filing a copy with the City Secretary, a copy of which may be published on the City’s website.
- (2) Any person who, in any way, shall fail to comply with any fee, fee schedule, or schedule of fees adopted under the provisions as herein set out shall be deemed in violation of the terms and provisions of this Code of Ordinances and may be prosecuted accordingly.
- (3) In the event of a conflict between the fee schedule kept on file with the City Secretary and the fee schedule published on the City’s website, the copy on file with the City Secretary shall control.”

SECTION 4. That Chapter 3 – Alcoholic Beverages, Sec. 3-2 – “License required.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 3-2. License required.

- (a) The city does levy a license fee pursuant to the fee schedule of the City of Angleton on every person permitted by V.T.C.A. Alcoholic Beverage Code § 61.36 unless prohibited by state law.”

SECTION 5. That Chapter 3 – Alcoholic Beverages, Sec. 3-3 – “Permit required.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 3-3. Permit required.

- (a) A permit fee shall be assessed on every person doing business in the city as set forth in the fee schedule of the City of Angleton and as permitted by the State Alcoholic Beverage Code.

SECTION 6. That Chapter 4 – Animals, Article I. – In General, Division 1. – Generally, Sec. 4.5 – “Livestock.”, Subsection (a)(3) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 4-5. – Livestock.

- (a) It shall be unlawful for a person to keep any swine within the city limits except in a zoning district in which a stockyard or stable is permitted or the following exception:

...

- (3) Every owner of a domesticated miniature potbellied pig shall obtain a license for such pig within seven days after bringing such pig into the city and annually thereafter. The license fee is set forth in the fee schedule of the City of Angleton. The provisions of article II, sections 4-26 through 4-47 shall apply to the license and registration required under this chapter.”

SECTION 7. That Chapter 4 – Animals, Article I. – In General, Division 2. – Domestic Fowl and Rabbits, Sec. 4.16 – “Permit fee permit application and inspection of premises.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 4-16. – Permit fee permit application and inspection of premises.

- (a) A permit application fee and subsequent yearly renewal fee will be assessed as set forth in the fee schedule of the City of Angleton. Senior citizens 55 years of age or older, persons with a disabled property tax exemption, and persons who receive Social Security disability benefits are exempt from paying any permit fee but must submit a permit application and comply with all provisions contained in this division.”

SECTION 8. That Chapter 4 – Animals, Article III. – Impoundment, Sec. 4-80. – “Impoundment fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 4-80. Impoundment fees.

- (a) Minimum impoundment fees are set forth in the fee schedule of the City of Angleton. If actual cost to the city is more than the minimum, the city will recover the actual costs from the owner of the animal.
- (b) A daily handling fee shall be charged for every day, or fraction thereof, that an animal is at the animal shelter. Said fee shall be based upon the class of animal enumerated in Subsection (a), above, and shall be payable pursuant to the fee schedule of the City of Angleton.

- (c) If the animal is kept in any other facility, the owner shall pay the additional cost of that facility directly to that facility.”

SECTION 9. That Chapter 4 – Animals, Article III. – Impoundment, Sec. 4-81. – “Adoption of impounded animal.”, Subsection (a)(4) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 4-81. – Adoption of impounded animal.

- (a) An individual may adopt an animal from the city animal shelter under the following conditions:

...

- (4) The fee for adoption shall be payable as set forth in the fee schedule of the City of Angleton. This fee shall include vaccinations, microchipping, worming, flea treatment and one month of heartworm preventative. The purchaser of any animal must have it spayed or neutered and vaccinated for rabies within 30 days after purchase, or animal services shall have the right of immediate return of the animal to the animal shelter.”

SECTION 10. That Chapter 4 – Animals, Article V. – Commercial Enterprises, Division 1. – Generally, Sec. 4-121. – “Permit fees.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 4-121. – Permit fees.

- (a) Permitting fees for show, exhibition, grooming, dealing (retail and wholesale distributor), commercial (not covered by dealer), and commercial stables shall be payable as laid out in the fee schedule of the City of Angleton.”

SECTION 11. That Chapter 4 – Animals, Article V. – Commercial Enterprises, Division 2. – Kennels, Sec. 4-137. – “License fee, issuance; violations.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 4-137. – License fee, issuance; violations.

- (a) Upon approval of such application by the city council, the city secretary shall notify such applicant to pay a kennel fee as laid out in the fee schedule of the City of Angleton.”

SECTION 12. That Chapter 5 – Buildings and Building Regulations, Article II. – Administration, Sec. 5-16. – “Building permit and inspection fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 5-16. – Building permit and inspections fees.

All fees for building permits (residential, commercial, and industrial) shall be paid at the time of filing application for such permit. The amount of such fee shall be based on the cost of construction in the amounts listed in the fee schedule of the City of Angleton. Permit fees shall be doubled for projects that begin without a permit.”

SECTION 13. That Chapter 5 – Buildings and Building Regulations, Article II. – Administration, Sec. 5-17 – “Permit for pouring driveways or other flatwork.”, Subsection (d) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 5-17. – Permit for pouring driveways or other flatwork.

...

- (d) *Enforcement.* The code enforcement officer for the City of Angleton shall be responsible for enforcing this section and assessing and collecting a fee for each driveway or flatwork permit as laid out in the fee schedule of the City of Angleton. In the event that a driveway or other flatwork is poured or constructed without obtaining a permit, the code enforcement officer, upon discovery of same, shall assess a fee as laid out in the fee schedule for City of Angleton at the time the driveway or other flatwork is discovered.”

SECTION 14. That Chapter 5 – Buildings and Building Regulations, Article II. – Administration, Sec. 5-19. – “Registration of contractors and others providing construction or labor on building, remodeling, or repair to structures, exceptions.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 5-19. – Registration of contractors and others providing construction or labor on building, remodeling, or repair to structures, exceptions.

- (a) Any person, firm, corporation or other legal entity that is required to secure a permit from or the consent of any administrative department within the corporate structure of the city, prior to commencing any construction, repair, work, labor or service shall be required to register with the city and furnish the appropriate department head having the authority to issue said permit, or the authority to give the necessary consent, valid certificates of insurance evidencing that said person, firm, corporation or other legal entity has in full force and effect a valid policy of public liability insurance or builders risk insurance to be issued by an insurance company licensed to do business in the State of Texas. The public liability insurance policy shall provide liability insurance in an amount not less than \$300,000.00 for injuries in any one accident, not less than \$100,000.00 for injury to any one person and not less than \$250,000.00 for property damage. The builders risk insurance shall provide coverage in the amount of the job cost. The registration fee shall be as listed in the fee schedule of the City of Angleton and payable prior to obtaining any permit

for construction work inside the city limits. The registration shall be good for one year from the time of issuance and cover any permits issued during the time it is valid. The registration shall expire at the end of one year from the registration date. The valid registration shall be revoked, at any time during the year of its validity if the liability insurance policy or builder risk insurance is canceled. It shall be unlawful for any person, firm, corporation or other legal entity to build, alter, repair or remodel any building, structure, or concrete paving without having first registered with the building department and providing a copy of their construction liability or builders risk insurance.”

SECTION 15. That Chapter 5 – Buildings and Building Regulations, Article V. – Electrical, Division 6. – Permits, Sec. 5-147. – “Electrical permit fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 5-147. – Electrical permit fees.

The holder of the master electrician’s license making or supervising any installation, alteration or change of the electrical wiring and apparatus in any building within the jurisdiction of the city shall pay the city through the code enforcement department inspections fees in the amount(s) listed in the fee schedule of the City of Angleton for each of the items disclosed by the permit application. In any case, the minimum permit fee charged shall be \$20.00.”

SECTION 16. That Chapter 5 – Buildings and Building Regulations, Article VI. – Mechanical Code, Division 5. – Permits and Inspections, Sec. 5-227. – “Mechanical permit fees.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 5-227. – Mechanical permit fees.

- (a) The person requesting a permit under this article may pay the city through the code enforcement department mechanical permitting fees in the amount(s) listed in the fee schedule of the City of Angleton. In any case, the minimum permit fee charged shall be \$20.00.”

SECTION 17. That Chapter 5 – Buildings and Building Regulations, Article VII. – Plumbing, Division 5. – Permits, Tests and Inspections, Sec. 5-334. – “Plumbing permit fees.”, Subsection (b) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 5-334. – Plumbing permit fees.

...

- (b) The permitting and inspections fees provided herein are laid out in the fee schedule of the City of Angleton.”

SECTION 18. That Chapter 5 – Buildings and Building Regulations, Article VIII. – Swimming Pools, Sec. 5-497. – “Same—Amendments.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 5-497. – Same—Amendments.

- (a) *Section 105.6* of the Standard Swimming Pool Code is hereby amended to read as follows:

“Schedule of Fees:

Please refer to the fee schedule of the City of Angleton.”

SECTION 19. That Chapter 5 – Buildings and Building Regulations, Article X. – Moving or Wrecking of Buildings, Sec. 5-526. – “Permit—Required.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 5-526. – Permit—Required.

- (a) It shall hereafter be unlawful for any person to move or cause to be moved a house or building from one location to another within the city or to move a house or building from without the city to a location within the city or to move a house or building within the city to a point outside the city without first securing a permit as set forth in the fee schedule of the City of Angleton.
- (b) It shall hereafter be unlawful for any person to wreck or dismantle any house or building within the city without securing a permit as set forth in the fee schedule of the City of Angleton.”

SECTION 20. That Chapter 5 – Buildings and Building Regulations, Article X. – Moving or Wrecking of Buildings, Sec. 5-529. – “Fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 5-529. - Fees.

The building department will issue the permit required in subsection 5-526(a) upon the payment of a permit fee as set forth in the fee schedule of the City of Angleton.”

SECTION 21. That Chapter 5 – Buildings and Building Regulations, Article XI. – Alarm Systems, Sec. 5-547. – “Registration permits.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 5-547. – Registration permits.

- (a) Any person operating or causing to be operated an alarm system or a fire alarm must apply to the police chief for a permit and pay the requisite fee as listed in the fee schedule of the City of Angleton. The initial residential fee shall be prorated from the date the permit is issued until December 31, and the fee must be paid before a residence may use an alarm system in the City of Angleton. The initial commercial permit shall be prorated from the date the permit is issued until December 31, and the fee must be paid before a business may use an alarm system in the City of Angleton.”

SECTION 22. That Chapter 5- Buildings and Building Regulations, Article XI. – Alarm Systems, Sec. 5-553. – “Fees and fines.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 5-553. – Fees and fines.

A fine will be assessed to the alarm user of an alarm system or fire alarm for each response by the city to each false alarm as laid out in the fee schedule of the City of Angleton. The calculation of false alarms is done by using the preceding 12-month period from when the false alarm occurred, this is also known as the reckoning period. The person designated by the city manager to collect fees and fines for false alarms will furnish to the city attorney a list of those alarm users who have failed to pay their assessed fines or fees for false alarms. The city attorney will take appropriate action for collection.”

SECTION 23. That Chapter 5- Buildings and Building Regulations, Article XIII. – Pipeline Regulations, Sec. 5-609. – “Fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 5-609. – Fees.

The fees for permits and inspections of pipelines are fixed and established for the respective purposes as listed in the fee schedule of the City of Angleton.”

SECTION 24. That Chapter 7 – Fire Prevention and Protection, Article I. – In General, Sec. 7-3. – “Permit fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 7-3. – Permit fees.

The amount of any fee created in this chapter or referenced in the technical codes shall be specified in the fee schedule of the City of Angleton. Any permit that does not have a set fee by council shall have a fee from this day forward and will have a fee of \$20.00.”

SECTION 25. That Chapter 7 – Fire Prevention and Protection, Article VI. – Life and/or Safety Hazards, Sec. 7-94. – “Permit fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 7-94. – Permit fees.

No permit shall be issued by the fire marshal’s office until the applicable fees set forth in the fee schedule of the City of Angleton have been paid; and no work will commence until the permit has been issued.”

SECTION 26. That Chapter 8.5 – Food and Food Establishments, Article II. – Permit, Sec. 8.5-12. – “Fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 8.5-12. – Fees.

- (a) Before any permit shall be issued under this chapter, the applicant shall pay the applicable fees as set forth in the fee schedule of the City of Angleton.
- (b) The re-inspection fee set forth in the fee schedule of the City of Angleton shall apply in cases where re-inspection is deemed necessary by the city’s health official or code enforcement officer.
- (c) Nonprofit organization as defined by this article is required to submit an application for permit, and upon submission of supporting documentation of nonprofit status, the organization will be issued a permit, but all fees associated with this permit shall be waived.”

SECTION 27. That Chapter 9 – Garbage and Refuse, Article II. – Collection, Sec. 9-21. – “Garbage and refuse collection rates.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“All water customers located within the city limits of the City of Angleton, Texas, shall pay the rates for solid waste collection as listed in the fee schedule of the City of Angleton.”

SECTION 28. That Chapter 9 – Garbage and Refuse, Article III. – Commercial Garbage Collection and Franchises, Sec. 9-39. – “Requirement that all persons or entities engaged in the business of hauling commercial garbage or refuse shall be required to obtain a non-exclusive franchise from the City of Angleton, pay a fee of five percent of the billed amounts, and utilize machinery and equipment that is clearly defined.”, Subsections (b)(1) and (e) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 9-39. – Requirement that all persons or entities engaged in the business of hauling commercial garbage or refuse shall be required to obtain a non-exclusive franchise from the City of Angleton, pay a percentage fee of the billed amounts, and utilize machinery and equipment that is clearly identified.

...

(b) All applicants for a nonexclusive franchise shall complete an application form provided by the city and attach the following:

(1) A check in the amount listed in the fee schedule of the City of Angleton made payable to the City of Angleton for processing the application.

...

(e) All commercial haulers or refuse haulers shall pay to the city a franchise fee, based on the amount actually billed, as listed in the fee schedule of the City of Angleton. Payment from the hauler to the city shall be on the 20th day of the month in which the services are rendered by hauler. The fee shall be subject to change by action of the city council of the city.”

SECTION 29. That Chapter 13 – Miscellaneous Offenses, Article VI. – Credit Access Business, Sec. 13-130. – “Registration application.”, Subsection (a)(6) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 13-130. – Registration application.

(a) To obtain a certificate of registration for a credit access business, a person must submit an application on a form provided for that purpose to the director. The application must contain the following:

...

(6) A nonrefundable application fee in the amount listed in the fee schedule of the City of Angleton.”

SECTION 30. That Chapter 13 – Miscellaneous Offenses, Article VII. – Mass Gatherings, Sec. 13-161. – “Permit requirements.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 13-161. – Permit requirements.

A person may not promote a mass gathering without a permit issued under this article. The permit application fee shall be that listed in the fee schedule of the City of Angleton and shall be nonrefundable and payable with submission of application.”

SECTION 31. That Chapter 13 – Miscellaneous Offenses, Article VII. – Mass Gatherings, Sec. 13-168. – “Inspection fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 13-168. – Inspection fees.

The inspection fee for an inspection performed by each departmental official under section 13-167 shall be as listed in the fee schedule of the City of Angleton. The inspection fee may not exceed the amount necessary to defray the costs of performing the inspections. The fee shall be deposited into the general fund of the city.”

SECTION 32. That Chapter 14 – Manufactured Homes and Manufactured Home Parks, Article II. – Licenses and Permits, Sec. 14-21. – “Licenses for manufactured home parks.”, Subsections (e) and (f) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 14-21. – Licenses for manufactured home parks.

...

- (e) The fee for each license, for each renewal, and for each manufactured home space over five spaces shall be that listed on the fee schedule of the City of Angleton. Such fees shall be paid to the building inspection department by the applicant for such license or renewal, at the time of application. If the license or renewal is refused, the license fee shall be retained by the city to compensate for the expense of the inspections and processing provided.
- (f) Licenses hereunder are nontransferable as to location. A license hereunder may be transferred to a new licensee in the same manner as obtaining a renewal, and the transfer fee shall be that listed in the fee schedule of the City of Angleton.”

SECTION 33. That Chapter 14 – Manufactured Homes and Manufactured Home Parks, Article V. – Temporary Construction Use, Sec. 14-82. – “Licensing.”, Subsection (g) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 14-82. – Licensing.

...

- (g) The fee for each license and each license renewal shall be that listed on the fee schedule of the City of Angleton. Such fee shall be paid to the building inspection department by the applicant for such license or renewal, at the time of application. If the license or renewal is refused, the license fee shall be retained by the city as compensation for the expense of the inspections and processing provided.”

SECTION 34. That Chapter 14 – Manufactured Homes and Manufactured Home Parks, Article VI. – Recreational Vehicles, Division 2. – Recreational Vehicle Parks, Sec. 14-122. – “License issuance; fee.”, Subsections (b) and (e) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 14-122. – License issuance; fee.

...

(b) *Inspection.* Each recreational vehicle coming into a recreational vehicle park must be inspected by the city building inspector after placement and hook-up. If the vehicle passes inspection, the city building inspector shall grant a permit to the recreational vehicle and the applicant shall pay an inspection fee and permit fee as listed in the fee schedule of the City of Angleton.

...

(e) *License Fee.* The annual license fee, per recreational vehicle space, shall be as listed in the fee schedule of the City of Angleton. The annual fee for an original license shall be prorated for the balance of the year. Penalty for violation of this section shall be as set out in sections 1-14 of the Angleton Code of Ordinances.”

SECTION 35. That Chapter 14 – Manufactured Homes and Manufactured Home Parks, Article VI. – Recreational Vehicles, Division 2. – Recreational Vehicle Parks, Sec. 14-123. – “Transfer of license; fee.”, Subsection (b) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 14-123. – Transfer of license; fee.

...

(b) All applications for transfer of a license to operate a recreational vehicle park within the city shall be accompanied by a fee as listed in the fee schedule of the City of Angleton. Penalty for violation of this section shall be as set out in sections 1-14 of the Angleton Code of Ordinances.”

SECTION 36. That Chapter 15 – Municipal Court, Article II. – Municipal Court of Record, Sec. 15-37. – “Appeals.”, Subsection (d) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 15-37. – Appeals.

...

- (d) After an order overruling a motion for new trial, the defendant shall give written notice of the appeal and pay the fee for the preparation of the clerk’s record, as listed in the fee schedule of the City of Angleton not later than ten days after the date on which the motion is overruled. The court shall note the payment of the fee on the docket of the court. If the case is reversed on appeal, the fee shall be refunded to the defendant.”

SECTION 37. That Chapter 17 – Parks and Recreation, Article I. – In General, Sec. 17-1. – “Recreation center fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 17-1. – Recreation center fees.

The Angleton Recreation Center shall charge membership and daily rates for the categories and items as listed in the fee schedule of the City of Angleton.”

SECTION 38. That Chapter 17 – Parks and Recreation, Article III. – Use of Public Parks, Sec. 17-45. – “User fees and obligations.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 17-45. – User fees and obligations.

- (a) The members of each athletic team using any city park for league play will sign a co-sponsorship agreement with the City of Angleton Parks and Recreation Department. Agreements will be signed prior to marketing distribution and prior to registration. Co-sponsorship agreements are valid for one season only and must be renewed every season unless an annual contract has been approved by city council. This agreement includes tournaments that are included in the schedule under subsection (f) and that involve only teams in the league.
- (b) The sponsor, organizer, or person using any city park for tournament play, other than a tournament described in subsection (a), will deliver to the parks and recreation director at least two weeks prior to such tournament beginning, the fees as listed in the fee schedule of the City of Angleton. Fees not received two weeks in advance will be denied or not considered.
 - (1) Any organization using a city building, structure, office space, or equipment shall be responsible (while in use by them) for all repairs and routine maintenance deemed necessary by the parks and recreation board or city code enforcement officer. If the requests for upkeep are not taken care of within a reasonable amount of time, the

parks and recreation board has the authority to order the parks and recreation director to notify any such organizations that the facility and equipment will no longer be made available for use.

- (2) Any organization that has not submitted a co-sponsorship agreement prior to marketing distribution and prior to registration is expelled from future use of city facilities until arrangements have been made with the parks and recreation director.
 - (3) The organization using a city facility shall not be responsible for damages caused exclusively by natural disasters.
- (c) Any athletic team, other than league or tournament teams who are included under subsections (a) or (b), wishing to use any city park for practice of games will pay, per usage, the fee as listed in the fee schedule of the City of Angleton to the parks and recreation department. Payment must be made at least one week prior to desired use. Payments submitted without at least one week's notice will be void and usage denied. Practices of games that are not able to be held due to inclement weather, will be issued a refund, by check, or rescheduled, if available, when the responsible party contacts the recreation specialist within the first business day. Athletic teams will be contacted by the parks and recreation department staff if practices or games need to be cancelled due to fields being too wet or unsafe to play on.
 - (d) Any league, team, group, or person using a city park under this section 17-45, and who fail to leave it clean of litter to the satisfaction of the parks and recreation department, will pay a fee as listed in the fee schedule of the City of Angleton for every hour used to clean the facility. Failure to make such a payment will be grounds to bar such league, team, group, or person from use of the facility until the fee is paid. Each league, group, person, or team will be responsible for the litter of all persons using the facility during the league's, group's, person's, or team's designated hours.
 - (e) During seasonable play, each league shall be responsible for mowing and maintaining the fields used and the immediate surrounding areas. The parks and recreation director is authorized, but not required, to arrange for the city to mow a field or fields for a league in exchange for a fee.
 - (f) Each league shall submit a schedule of field use to the parks and recreation director at least two weeks prior to the first game of the season. The schedule shall include all games, practices and tournaments for the entire season. Leagues that have submitted their schedules and paid the fees hereunder shall have first priority for field use during the season. The schedules shall be submitted for approval to the city parks and recreation board, which will resolve conflicts in schedules. If a schedule is submitted

after the two-week deadline, consideration will be denied and agreement void.”

SECTION 39. That Chapter 17 – Parks and Recreation, Article III. – Use of Public Parks, Sec. 17-77. – “Use of city parks by athletic teams.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 17-77. – Use of city parks by athletic teams.

The members of each athletic team using any city park for league play shall deliver to the city administrator a fee as listed in the fee schedule of the City of Angleton, per team, per season before the beginning of such athletic season. The members of each athletic team using any city park for tournament play shall deliver to the city administrator a fee as listed in the fee schedule of the City of Angleton, per team, per tournament before such tournament begins. The members of each athletic team using any city park for practice shall deliver to the city administrator a fee as listed in the fee schedule of the City of Angleton, per team, per day of use, before such use”

SECTION 40. That Chapter 17 – Parks and Recreation, Article III. – Use of Public Parks, Sec. 17-79. – “Rental and deposit rates for pavilion and park rental facilities.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 17-79. – Rental and deposit rates for pavilion and park rental facilities.

- (a) The rental and deposit rates for the pavilion and park rental facility soccer complex pavilion, per day, shall be as listed in the fee schedule of the City of Angleton.”

SECTION 41. That Chapter 18 – Peddlers, Solicitors and Transient Merchants, Article II. – Licensing and Registration, Sec. 18-3. – “Licensing; exemptions.”, Subsection (d) of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 18-3. – Licensing; exemptions.

...

- (d) *Fee.* All applications for a license under this chapter shall require a fee for each issuance as listed in the fee schedule of the City of Angleton. The city licensing fee may be increased or changed from time to time by action of the city council. A license issued hereunder shall expire at the end of 21 days from its issuance or at an earlier date if the license is for a period of less than 21 days. Any changes in the information required in the application shall require the re-issuance of the license by submitting a new application. At the end of the 21-day period or any lesser time period set forth in the license, the applicant must apply for a new license.”

SECTION 42. That Chapter 18 – Peddlers, Solicitors and Transient Merchants, Article II. – Licensing and Registration, Sec. 18-6. – “License transferability and exhibition of license.”, Subsection (b) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 18-6 – License transferability and exhibition of license.

...

- (b) Photographic identification of the licensee, employee or agent attached thereto which shall be prepared by the police department. Upon demand, the licensee, the licensee’s employees and agents must exhibit the license and the photo identification to the mayor, city secretary and the police or code enforcement officers of the city or any person to whom a sales or solicitation is attempted to be made. In addition to exhibiting of the license and the photo identification, any licensee, the licensee’s employees or agents shall also exhibit upon demand identification of and authorization from the company or other entity represented by such licensee. All the costs of city-issued photographic identification cards prepared by the police department shall be paid for by the licensee. All costs of city-issued photographic identification cards prepared by the police department, including the licensee’s fee for each additional person’s photo identification, shall be those as listed in the fee schedule of the City of Angleton.”

SECTION 43. That Chapter 21 – Public Amusements, Article II. – Carnivals, Division 2. – Licenses, Sec. 21-29. – “Fee.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 21-29. – Fee.

As a condition and requirement to the licensing of a carnival to show in the city, the applicant for such license shall pay to the city secretary a license fee as set forth in the fee schedule of the City of Angleton.”

SECTION 44. That Chapter 21 – Public Amusements, Article III. – Dances and Dance Halls, Division 2. – Dance Hall Licenses, Sec. 21-69. – “Fee.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 21-69. – Fee.

An annual fee as listed in the fee schedule of the City of Angleton shall be charged for each dance hall license, which fee shall be paid prior to issuance of the license.”

SECTION 45. That Chapter 21 – Public Amusements, Article V. – Amusement Redemption Machine Game Rooms, Sec. 21-152. – “Local initial certification fee for amusement redemption machine game room required.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 21-152. – Local initial certification fee for amusement redemption machine game room required.

Payment of fee and issuance of certificate. In order to ensure that the proposed business has adequate parking spaces and that the business complies with other requirements of the city, an owner, operator, or lessee of an amusement redemption machine game room shall be required to secure a certificate of operation by paying to the city an initial certification fee for each location as laid out in the fee schedule of the City of Angleton.

This certificate shall be issued by the city’s chief building official, only upon the advance payment of the above fee and only after the city is satisfied that the business is in the proper zone, has adequate striped parking spaces (see requirements below), adequate square footage to safely house that number of machines and submission of a site plan showing the building, parking spaces, and placement of the machines.”

SECTION 46. That Chapter 21 – Public Amusements, Article V. – Amusement Redemption Machine Game Rooms, Sec. 21-153. – “Local license fee for amusement redemption machine game room required.”, Subsections (a) and (d) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 21-153. – Local license fee for amusement redemption machine game room required.

(a) *Payment of fee and issuance of license.* An owner, operator, or lessee of an amusement redemption machine game room shall be required to secure a license by paying to the city an annual inspection and amusement redemption machine game room license fee, per machine, as listed in the fee schedule of the City of Angleton. Upon payment of the license or renewal license and compliance with all provisions of chapter 21, article V, sections 21-151 through sections 21-161, the building official shall issue a license.

...

(d) *Sealing.* The city shall have the authority to seal any coin-operated machine located at any amusement redemption machine game room for which a license fee has not been secured. A fee as listed in the fee schedule of the City of Angleton will be charged for the release of any machine sealed for non-payment of said license fee.”

SECTION 47. That Chapter 21.4 – Sexually Oriented Businesses, Article II. – License, Sec. 21.4-23. – “Fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 21.4-23. – Fees.

- (a) The annual fee for a permit or license to operate a sexually oriented business shall be that as listed in the fee schedule of the City of Angleton to be paid upon application and on the last business day prior to expiration of any previous permit, license, or renewal. If the application is denied, this fee shall be refunded.
- (b) In addition to the fees required by subsection (a) of this section, an applicant for a license or permit to operate a sexually oriented business shall, at the time of making application, pay a nonrefundable fee of that as listed in the fee schedule of the City of Angleton for the city to conduct a survey to ensure that the proposed sexually oriented business is in compliance with the locational restrictions set forth in section 21.4-46 of this chapter.
- (c) If an applicant is required by this Code to also obtain a dance hall license for the business at the same location, payment of the fee for the sexually oriented business license exempts the applicant from payment of the fees for the dance hall license.”

SECTION 48. That Chapter 21.5 – Signs, Sec. 21.5-18. – “Fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 21.5-18. – Fees.

All fees of any nature under this chapter shall be nonrefundable. Permit fees shall be those as listed in the fee schedule of the City of Angleton.”

SECTION 49. That Subsection (d)(4) of Chapter 21.5 – Signs, Sec. 21.5-20. – “Sign maintenance and removal.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 21.5-20. – Sign maintenance and removal.

...

- (d) *Removal of signs.*

...

- (4) Any sign in violation of this chapter may be seized, transported, and impounded by the sign inspector after a hearing as provided by the Code of Ordinances. The custodian of the storage area shall

maintain records of where such signs were located when they were impounded and the date of impoundment, and shall hold the signs in the storage area for a period of not more than 30 days. Any sign so held may be deemed by the owner thereof upon the payment of a fee to the city consisting of those sign seizure and daily storage fees as listed in the fee schedule of the City of Angleton. Such fees shall be in addition to and not in lieu of any fine imposed upon such owner for violation of this chapter. Any sign impounded and stored and not redeemed by the owner thereof within 30 days may be destroyed or sold at auction by the city.”

SECTION 50. That Chapter 22 – Streets, Sidewalks and Other Public Places, Article II. – Streets, Division 2. – Obstructions, Sec. 22-34. – “Enforcement.”, Subsection (d) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 22-34. – Enforcement.

...

- (d) The cost of such trimming, pruning or removal shall be assessed against the property owner or abutting property owner, as the case may be. The minimum fee for such service shall be as listed in the fee schedule of the City of Angleton.”

SECTION 51. That Chapter 22 – Streets, Sidewalks and Other Public Places, Article IV. – Rights-of-Way, Sec. 22-61. – “Application fees for permits to use right of ways.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 22-61. – Application fees for permits to use rights-of-way.

All applications for permits to use city rights-of-way for “non-franchise” utilities shall be assessed a minimum fee as listed in the fee schedule of the City of Angleton, with such fee being submitted with the application for permit. In the event the application calls for a substantial amount of work in the city rights-of-way, then the city administrator, after consultation with the city’s engineer, shall establish an additional fee to fairly compensate the city for the expenses associated with the preparation of the permit, the time the city streets or rights-of-way will be in use by the applicant, and the amount of city rights-of-way that will be used by the applicant. The additional amount, if any, shall be paid at the time the permit is issued. Notwithstanding the foregoing, the application fee for all network nodes installed and operational on or after September 1, 2017 shall not exceed the maximum amount permitted by V.T.C.A., Local Government Code Ch. 284.

For franchise utilities, namely Southwestern Bell, Entex and Texas New Mexico, the minimum application/permit fee will be that fee as listed in the fee schedule of the City of Angleton, subject to adjustment pursuant to the guidelines stated above.

All permit/application fees are non-refundable.”

SECTION 52. That Chapter 23 – Land Development Code, Article II. – Subdivision and Development Design, Sec. 23-20. – “Park dedication and recreation improvements.”, Subsection 6(e) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 23-20. – Park dedication and recreation improvements.

...

6. *Dedication requirements.*

...

- (e) A subdivider or developer may make a request with a plat or site plan application for paying a fee in lieu of dedication with a written statement of intent to deposit money in the city’s park and recreation development fund at the initial rates of those listed in the fee schedule of the City of Angleton for each lot in a single-family residential subdivision and for each dwelling unit in a duplex, townhouse, apartment, or other multi-family development.”

SECTION 53. That Chapter 23 – Land Development Code, Article III. – Public Improvement Responsibilities, Division 3. – Special Agreements, Sec. 23-36. – “Development and public improvement agreements.”, Subsections (D)(2)(a) and (D)(2)(c) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 23-36. – Development and public improvement agreements.

...

- (D) *Agreement content.* If a special agreement is warranted, the agreement shall be in the general form set out in sub-appendix 23-A.2, Standard City Forms and Certification Language, executed by the city manager, upon city council approval. Agreements shall contain the following details:

...

(2) *Security.*

- (a) The agreement shall require the subdivider to provide financial security for the required public improvements in accordance with the provisions of the agreement in an amount and form sufficient to ensure timely completion of the improvements in accordance with the city standards of

that certain percentage listed in the fee schedule of the City of Angleton of the cost of improvements.

...

- (c) The city will add an administration fee of that percentage, based on project cost, up to \$10,000.00, as listed in the fee schedule of the City of Angleton to oversee construction should the subdivider or developer fail to complete any improvements.”

SECTION 54. That Chapter 24 – Taxation, Article I. – In General, Sec. 24-1. – “Issuance of tax certificates.”, Subsection (b) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 24-1. – Issuance of tax certificates.

...

- (b) *Fee.* The city tax assessor/collector shall charge a fee, for each such certificate, as set forth in the fee schedule of the City of Angleton. The city council hereby finds that the cost of providing such certificate is in consideration of the costs of materials, supplies, computers, and other office machinery and equipment, and the time of the city tax assessor/collector, computer operators, typists, recordkeepers, and other clerical staff in receiving and processing such request.”

SECTION 55. That Chapter 24 – Taxation, Article II. – Ad Valorem Taxes, Sec. 24-16. – “Penalty for delinquent ad valorem taxes.”, Subsection (a) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 24-16. – Penalty for delinquent ad valorem taxes.

- (a) Ad valorem taxes that remain delinquent on July 1 of the year in which they become delinquent shall incur an additional penalty or defray costs of collection, said penalty to be in the amount of that percentage of the amount of taxes as that listed in the fee schedule of the City of Angleton, with penalty and interest due the City of Angleton, which fee shall be an authorized collection expense.”

SECTION 56. That Chapter 26 – Utilities, Article II. – Sanitary Sewer System, Division 2. – Sewer Use Regulations, Subdivision 11. – Miscellaneous Provisions, Sec. 26-54-127. – “Industrial wastewater surcharge; generally.”, Subsection (b) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 26-54.127. – Industrial wastewater surcharge; generally.

...

- (b) *Surcharges for all other pollutants:* Industrial users shall be assessed a surcharge, per contaminant, per day, as listed in the fee schedule of the City of Angleton for all other violations of the pretreatment ordinance. Monthly surcharges are not penalty payments for violation of the industrial users discharge permit but a reimbursement for exceptional treatment costs. Assessment of surcharges does not alleviate the industrial user of the responsibility to comply with pretreatment requirements. Consistent noncompliance by an industrial user will result in enforcement actions as defined by this division.”

SECTION 57. That Chapter 26 – Utilities, Article II. – Sanitary Sewer System, Division 2. – Sewer Use Regulations, Subdivision 11. – Miscellaneous Provisions, Sec. 26-54.128. – “Surcharge rates and administrative fees.”, Subsections (b) and (c) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 26-54.128. – Surcharge rates and administrative fees.

...

- (b) *Industrial pretreatment administrative fees.* This section sets forth general administrative fees authorized under section 26-54.126 of the Sewer Use Ordinance No. 2362 of the City of Angleton, Texas. Industrial pretreatment administrative fees are to be charged to the industries receiving industrial wastewater discharge permits. These fees are to recover costs incurred by the city associated with the preparation of discharge permits and industrial compliance inspections. These fees are listed in the fee schedule of the City of Angleton and are for permit preparation and an average of four hours of compliance inspections per year. Discharge permits will be issued for a five-year term. The permit holder shall be charged the permit preparation fee plus a total of 20 hours for inspections during the term of the permit at a rate, per hour, of that listed in the fee schedule of the City of Angleton. A total industrial pretreatment fee of that listed in the fee schedule of the City of Angleton will be assessed to each permit holder upon issuance of the permit and shall be paid in equal installments over the term of the permit. Annual fee payments of those as listed in the fee schedule of the City of Angleton shall be due and payable on the effective date of the permit and annually thereafter on the anniversary date of the permit.
- (c) *Industrial surcharge rates.* This section sets forth surcharge rates authorized under section 26-54.127 of Ordinance No. 2362 of the City of Angleton, Texas. These rates are based on the cost of treatment of the conventional pollutants of biochemical oxygen demand (BOD), chemical oxygen

demand (COD), and total suspended solids (TSS). The derivation of these rates shall follow the guidelines of the city's industrial pretreatment manual for the "Derivation: Cost of Treatment for BOD, COD, and TSS" and shall be based on the operational data collected at the city's wastewater treatment plant and the actual operation, maintenance, and capital improvement costs associated with the wastewater treatment plant and the sewer collection system. The industrial surcharge rates shall be as listed in the fee schedule of the City of Angleton."

SECTION 58. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-71. – "Water/sewer rates – Inside city service." of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

"Sec. 26-71. – Water/sewer rates—Inside city service.

The charges for water and sewer service to customers living inside the city limits shall be as those listed in the fee schedule of the City of Angleton."

SECTION 59. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-72. – "Water/sewer rates – Outside city service." of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

"Sec. 26-72. – Water/sewer rates—Outside city service.

Customers living outside of the City of Angleton shall be charged at a rate equal to 1.25 times the inside city rates, as listed in the fee schedule of the City of Angleton. Inasmuch as the cost of providing utility service to customers living outside the city is higher and as the utility system is supported by tax dollars coming from the residents of the City of Angleton, this charge is necessary for the health, safety, and welfare of the residents of the City of Angleton and for the nonresidents receiving utility services from the city."

SECTION 60. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-73. – "Deposits." of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

"Sec. 26-73. – Deposits.

All new water customers shall be assessed a deposit on any water/sewer account as listed in the fee schedule of the City of Angleton."

SECTION 61. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-73.1. – "Deposit/connect fee." of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-73.1. – Connect Fee.

All deposits shall be held in a separate account from the general fund of the city. From each account, upon receipt of the deposit described in Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-73. – “Deposits.” of the Code of Ordinances, City of Angleton, Texas, the city shall be paid – into the water/sewer fund – a connect fee as listed in the fee schedule of the City of Angleton immediately upon receipt of the deposit. It is clearly understood that the connect fee is not refundable under any circumstances.”

SECTION 62. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-73.2. – “Closing of account.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-73.2. – Closing of account.

If the customer desires to close or terminate the customer’s account, the customer shall be refunded the remainder of the customer’s deposit, after subtracting the connect fee from the customer’s initial deposit payment. The deposit account shall be held in a separate escrow account, so that the maximum account refund amount shall remain in the separate account until such time as the refund is authorized; in the event the customer closes the customer’s account with the city, and the customer has a positive balance on the customer’s account at the time of closing the account, then the remainder of the customer’s deposit shall be reimbursed to the customer; in the event that there is any sum due to the city, the city shall be reimbursed any past due amount from the remainder of the customer’s deposit prior to any refund to the customer.”

SECTION 63. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-74. – “Penalties.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-74. – Penalties.

All customers are billed on or about the first day of each month. In the event the customer has not paid the bill on or before the 20th day of that month, on the 21st day of that month the city shall assess the customer a penalty of ten percent of the current bill or a fee as listed in the fee schedule of the City of Angleton, whichever is greater.”

SECTION 64. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-74.1. – “Disconnect.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-74.1. – Disconnect.

In the event any account is 30 days past due, then service for that account shall be disconnected and assessed the disconnect/reconnect fee as listed in the fee schedule

of the City of Angleton; or in the event that the service as not physically been disconnected, on the 30th day after the due date, these accounts will still be assessed a disconnect/reconnect fee.”

SECTION 65. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-75. – “Water meter and sewer tap direct cost recover fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-75. – Water meter and sewer tap direct cost recovery fees.

The fees charged by the city to new accounts for water and sewer taps shall be as set forth in the fee schedule of the City of Angleton.”

SECTION 66. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-75.1. – “Charges for water meter installations and sewer taps.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-75.1. – Charges for water meter installations and sewer taps.

- (a) *Water meter installations.* The City of Angleton shall charge and collect the fees as listed in the fee schedule of the City of Angleton for water meter installations.
- (b) *Sewer taps.* The City of Angleton shall charge and collect the fees as listed in the fee schedule of the City of Angleton for sewer taps.”

SECTION 67. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-76. – “Capital cost recovery fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-76. – Capital cost recovery fees.

- (a) *Purpose of fees.* The purpose of the fees generated by this section is to recover the capital costs of new distribution, transmission, and treatment facilities for water and sanitary sewer.
- (b) *Time of payment.* The fees provided by this section shall be payable upon the request for water or sewer service, as applicable, and before such service is commenced. The capital cost recovery fees hereby provided are independent of any fees for the recovery of direct labor and materials costs for the installation or inspection of water meters or sewer taps and are independent of fees for water and sewer usage provided by other ordinances.
- (c) *Water capital cost recovery fees.*

- (1) The fees per each water meter inside corporate city limits and outside corporate city limits, respectively, shall be those listed in the fee schedule of the City of Angleton.
- (2) In addition to the fee described in Subsection (c)(1), above, where multiple residential units use the same water meter, either inside the corporate city limits or outside the corporate city limits, there shall be a fee for each unit after the first unit using the meter, in the amount as listed in the fee schedule of the City of Angleton
- (d) *Sewer capital costs recover fee.*
 - (1) *Residential.* The residential sewer capital cost recovery fees inside corporate city limits and outside corporate city limits, respectively, shall be those as set forth in the fee schedule of the City of Angleton. In addition, where multiple residential units use the same sewer tap, there shall be a fee, per unit, after the first unit using the sewer tap, of that as listed in the fee schedule of the City of Angleton.
 - (2) *Nonresidential.* The nonresidential sewer capital cost recovery fee shall be as listed in the fee schedule of the City of Angleton both inside and outside the corporate city limits, respectively.
- (e) All capital cost recovery fees provided by this section shall be used for capital expenditures for sewer and water services.”

SECTION 68. That Chapter 26 – Utilities, Article III. – Utility Rates and Charges, Sec. 26-77. – “Charges for misuse of utility service or meter.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26-77. – Charges for misuse of utility service or meter.

The charge as listed in the fee schedule of the City of Angleton shall be collected by the city for the misuse of any city utility service or meter.”

SECTION 69. That Chapter 26 – Utilities, Article IV. – Utility Service Regulations, Division 1. – Generally, Sec. 26-94. – “Deposits and fees.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 26.94. – Deposits and fees.

- (a) *Deposits.* The following provisions shall apply to deposits made for city services:

- (1) Required deposits for all new customers shall be as listed in the fee schedule of the City of Angleton and may be subject to the following:
 - (i) High volume accounts using over 400,000 gallons of water may submit an irrevocable and unconditional letter of credit to be approved by the city attorney and city administrator.
 - (ii) Apartment complexes using over 400,000 gallons of water may submit an irrevocable and unconditional letter of credit to be approved by the city attorney and city administrator.
 - (iii) A meter deposit shall be required for each meter in service. The meter deposit shall not be waived for letters of credit or cosigners.
 - (2) A deposit will not be required for public schools, governmental agencies, or churches.
 - (3) A deposit for temporary or seasonal service may be required by the city in such amount as determined by the director of utilities to be sufficient to protect the city against the risk of loss of payment for services.
 - (4) Utility deposits will be released by the city after the customer has made 12 consecutive monthly payments without being late or the customer has discontinued service, whichever occurs first. Released deposits shall be applied to the following monthly utility bill(s) or the final bill if service has been discontinued. If applied to a final bill, any negative balance remaining will be billed to the customer, and any positive balance will be refunded to the customer. Service shall not be provided to a new address until any current amount due is paid in full.
 - (5) Interest on deposits shall not be paid by the city.
- (b) *Fees.* Service and termination of service fees, including but not limited to late fees, reconnection fees, fees associated with returned checks, fees for installation of lock on meter (to terminate service), fees to plug or pull meter (to terminate service), fees for accuracy tests (to test if meter is correct), fees for the transfer of service, and fees for two-week clean-up (plus usage, shall be those as listed in the fee schedule of the City of Angleton.”

SECTION 70. That Chapter 26 – Utilities, Article IV. – Utility Service Regulations, Division 1. – Generally, Sec. 26-101. – “Private water wells.”, Subsection (b) of the Code of Ordinances, City of Angleton, Texas is hereby amended to read as follows:

“Sec. 26.101. – Private water wells.

...

(b) *Permit required.* No water well may be drilled without first obtaining a permit from the city building inspector. All existing private water wells shall be required to obtain a permit within the six months after the passage of this section. Permits may be obtained by filing an application with the building inspection stating the following:

- (1) The name of the owner of the property, the owner’s street address and mailing address, home and business telephone numbers;
- (2) If the applicant is not the owner, the applicant’s name, street address, mailing address, home and business telephone numbers;
- (3) The name of the landowner, the landowner’s street address and mailing address, home and business telephone numbers;
- (4) A scaled drawing of the premises showing the location of wells, courses of all water lines operated or to be operated from the well, location of nearest source of municipal water supply, location of nearest septic system field and sanitary sewer lines; and
- (5) The name, address, and telephone number of the person or firm drilling the well, or in the case of existing wells, the name, address, and telephone number of the person or firm that drilled the well.

The application shall be signed by the applicant only for existing wells, and both the applicant and driller for new wells, and accompanied by the permit fee as listed in the fee schedule of the City of Angleton for new wells only. If the building inspector determines that the applicant and the proposed well comply with this section, he shall authorize issuance of the permit.”

SECTION 71. That Chapter 27 – Vehicles for Hire, Article II. – Taxicabs, Division 2. – Vehicle Permits, Sec. 27-49. – “Fee.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 27-49. – Fee.

At the time of issuance of a permit, the permittee shall pay to the city the sum, per car to be operated in the city for a 12-month period, ending December 31st, as listed in the fee schedule of the City of Angleton.”

SECTION 72. That Chapter 27 – Vehicles for Hire, Article II. – Taxicabs, Division 3. – City Taxicab Driver’s Permit, Sec. 27-65. – “Issuance of permit; fee.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 27-65. – Issuance of permit; fee.

- (a) Upon approval by the city administrator, each driver’s permit shall be issued.
- (b) A fee, as listed in the fee schedule of the City of Angleton, shall be charged for a background information check.”

SECTION 73. That Chapter 27 – Vehicles for Hire, Article III. – Vehicle Towing, Sec. 27-91. – “Fees for nonconsent tows.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 27-91. – Fees for nonconsent tows.

The city does hereby levy a fee pursuant to the fee schedule for the City of Angleton for fees charged to the city by vehicle towing service providers for nonconsent towing services, not to exceed those maximum fees set out in V.T.C.A., Occupations Code Chapter 2308, as amended. The chief of police or his or her designee shall maintain and revise the fee schedule, as the fee schedule relates to fees for nonconsent tows, as necessary and in conformance with state law. It shall be unlawful for any person to charge or attempt to charge the city for nonconsent towing services a fee in excess of that established by this article or to charge or attempt to charge for a service not performed or equipment not used.”

SECTION 74. That Chapter 28 – Zoning, Article II. – Zoning Procedures and Administration, Sec. 28-23. – “Board of adjustment (BOA).”, Subsections (g)(6)(c) and (g)(6)(d) of the Code of Ordinances, City of Angleton, Texas are hereby amended to read as follows:

“Sec. 28-23 – Board of adjustment (BOA).

...

(6) *Required waiting period.*

...

- c. Upon filing a waiver request and a payment of that as listed in the fee schedule of the City of Angleton, the applicant may request the city council to waive the waiting prior upon a finding of changed conditions or significant new information. The city manager, or his or her designee, may submit the request for waiver to the planning and zoning commission for a recommendation to the city council.
- d. If the requested waiver is granted and the applicant files an application for rezoning before the expiration date of the waiting period specified in subsection (g)(6) above, the application fee shall be a percentage of the zoning application fee as listed in the fee schedule of the City of Angleton.”

SECTION 75. That Chapter 30 – Special Districts, Article I. – General, Sec. 30.5. – “Deposit against expenditures.” of the Code of Ordinances, City of Angleton, Texas is amended to read as follows:

“Sec. 30-5. – Deposit against expenditures.

- (a) Upon or prior to presentation of a petition for the city’s consent to the creation of a district, the proponent shall deposit with the city the initial sum as listed in the fee schedule of the City of Angleton to reimburse the city for all costs, expenses, and professional fees, including – but not limited to – legal, engineering, financial advisory, and other consultant services incurred by the city and relating to:
 - (1) The evaluation of the necessity and feasibility of the creation of the proposed district;
 - (2) The evaluation of the petition for consent to the creation of the proposed district, including all materials presented in connection therewith;
 - (3) The preparation and review and submittal for approval of any agreements associated with the creation of the proposed district (e.g., development and utility services agreements, related agreements, and consent ordinances); and

- (4) Any other matters related to the proposed district and its operations including – but not limited to – bond sales and approval, annexations, ordinances, fire service agreements, review and approval of plats, site plans, construction plans for water, wastewater, streets, parks, drainage, etc.
- (b) When, at any time, the total amount of the proponent’s deposit held by the city decreases to \$5,000.00, the city manager shall send notice that the proponent must deposit an additional sum as listed in the fee schedule of the City of Angleton, or such lesser sum as the city manager may approve, with the city.
- (c) No interest will be allowed on any deposit provided for herein.
- (d) If any portion of the deposit is not needed for the purpose of paying such fees and expenses, such unused portion shall be returned forthwith to the proponent.
- (e) The fees and expenses paid in relation to the initial deposit and any additional deposits will be those actually incurred for such purposes by the city and that the city will present all invoices for and make an accounting of all such expenditures to the proponent.
- (f) The proponent shall be obligated to guarantee payment to the city of the sums set forth herein.
- (g) The payment and acceptance of the deposit required hereby is not and shall not be construed to obligate the city to grant its consent to the creation of a district or to approve any particular agreements, terms, or conditions in connection with same.”

SECTION 76. The fee schedule attached hereto as Exhibit “A” is hereby adopted.

SECTION 77. All remaining portions of provisions amended by this Ordinance, as contained within the Code of Ordinances of the City of Angleton, Texas, not hereby amended shall remain in full force and effect, in accordance with the terms of this Ordinance, as published in the Code of Ordinances of the City of Angleton, Texas.

SECTION 78. Repeal. All ordinances or parts of ordinances inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 79. 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 Five Hundred Dollars (\$500.00), unless such violation is governed by fire safety, zoning, or public health and sanitation including dumping of refuse in which case the fine amount shall not be more than Two Thousand Dollars (\$2,000.00),

except where state law provides otherwise, in which case the range of the fine shall be as provided in such state law. 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 80. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional whether there be one or more parts.

SECTION 81. Effective Date. This Ordinance shall take effect immediately upon execution, with passage and approval by the City Council of the City of Angleton, Texas, and shall be enforceable when published, as required by law.

PASSED AND APPROVED THIS THE 13th DAY OF JULY 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

Exhibit "A"

CONSOLIDATED SCHEDULE OF FEES FOR THE CITY OF ANGLETON									
CHAPTER 3 - ALCOHOLIC BEVERAGES									
Sec. 3-2. - License required.									
License Fee									
<i>License fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person).</i>									
Sec. 3-3. - Permit required.									
Permit Fee									
<i>Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit).</i>									
CHAPTER 4 - ANIMALS									
ARTICLE I. - IN GENERAL, DIVISION 1. - GENERALLY									
Sec. 4-5. - Livestock.									
Fee (Neutered Animal)	\$	5.00							
Fee (Non-Neutered Animal)	\$	10.00							
CHAPTER 4 - ANIMALS									
ARTICLE I. - IN GENERAL, DIVISION 2. - DOMESTIC FOWL AND RABBITS									
Sec. 4-16. - Permit fee permit application and inspection of premises.									
Initial Permit Application Fee	\$	25.00							
Yearly Renewal Fee of Permit Application Fee	\$	5.00							
CHAPTER 4 - ANIMALS									
ARTICLE III. - IMPOUNDMENT									
Sec. 4-80 - Impoundment fees.									
		<i>First Impoundment</i>		<i>Subsequent Impoundments</i>		<i>Owner Surrender</i>			
Dogs and Cats				\$50.00					
Neutered & Spayed	\$	25.00		plus \$15.00 micro chip	\$	50.00			
Kid Spayed or Neutered	\$	50.00		plus \$100.00	\$	75.00			
Small livestock, such as goats, sheep, lambs, pigs, sows, shoats, calves, foals, and animals of the same approximate size and weight, each animal	\$	50.00	\$	100.00					
Large livestock, such as: cattle, horses, ponies, mules, and animals of the same approximate size and weight, each animal	\$	50.00	\$	100.00					
<i>All Other Animals Not Listed Herein</i>									
<i>Animals not listed herein shall be disposed of at discretion of animal control. The City of Angleton shall recover from the owner the actual cost of disposing of said animal.</i>									
Class A Daily Handling Fee	\$	15.00							
Class B Daily Handling Fee	\$	20.00							
Class C Daily Handling Fee	\$								
<i>Actual cost to the City of Angleton; not less than \$30.00.</i>									
CHAPTER 4 - ANIMALS									
ARTICLE III. - IMPOUNDMENT									
Sec. 4-81. - Adoption of impounded animal.									
Fee for Adoption (includes vaccinations, microchipping, worming, flea treatment and one month of heartworm preventative)	\$	60.00							
CHAPTER 4 - ANIMALS									
ARTICLE V. - COMMERCIAL ENTERPRISES, DIVISION 1. - GENERALLY									
Sec. 4-121. - Permit fees.									
Show or Exhibition Permit Fee	\$	100.00							
Grooming Permit Fee	\$	250.00							

Dealer Permit (Retail and/or Wholesale Distributor) Fee	\$	250.00							
Commercial (Not Covered by Dealer) Fee	\$	250.00							
Commercial Studies Fee	\$	250.00							
CHAPTER 4 - ANIMALS									
ARTICLE V. - COMMERCIAL ENTERPRISES, DIVISION 2. - KENNELS									
Sec. 4-137. - License fee, issuance; violations.									
Kennel Licensing Fee	\$	200.00							
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS									
ARTICLE II. - ADMINISTRATION									
Sec. 5-16. - Building permit and inspection fees.									
Cost of Construction: \$1,000 and Less									<i>\$20.00 minimum fee.</i>
Cost of Construction: \$1,000 to \$49,999									<i>\$20.00 for first \$1,000.00 of construction cost plus \$3.00 for each additional \$1,000.00 or fraction thereof.</i>
Cost of Construction: \$50,000 to \$99,999									<i>\$260.00 for first \$50,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof.</i>
Cost of Construction: \$100,000 to \$499,999									<i>\$460.00 for first \$100,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof.</i>
Cost of Construction: \$500,000 and Up									<i>\$1,660.00 for first \$500,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof.</i>
Plan Review									<i>The plan review fee shall be equal to one-half of the building permit fee.</i>
Re-Inspection Fee									<i>A re-inspection fee of \$25.00 shall be charged each time a project has failed the same inspection twice or each time it has requested an inspection for which it has not completed the necessary work.</i>
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS									
ARTICLE II. - ADMINISTRATION									
Sec. 5-17. - Permit for pouring driveways or other flatwork.									
Driveway and/or Flatwork Permit	\$	25.00							
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS									
ARTICLE II. - ADMINISTRATION									
Sec. 5-19. - Registration of contractors and others providing construction or labor on building, remodeling or repair to structures, exceptions.									
Registration Fee	\$	50.00							
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS									
ARTICLE V. - ELECTRICAL, DIVISION 6. - PERMITS									
Sec. 5-147. - Electrical permit fees.									
Minimum Permit Fee	\$	20.00							
Base Permit Fee	\$	7.50							
Outlets									
1-4 Outlets	\$	-							
Each Outlet Over 4	\$	0.50							
Each 220-Volt Outlet	\$	5.00							
Motors									
Up To, But Not Including, 1 Horsepower	\$	1.00							
At Least 1 Horsepower, But Less Than 2 Horsepower	\$	2.00							
At Least 2 Horsepower, But Less Than 10 Horsepower	\$	3.00							
At Least 11 Horsepower, But Less Than 25 Horsepower	\$	4.00							
At Least 26 Horsepower, But Less Than 150 Horsepower	\$	20.00							
Each Horsepower In Excess of 150 Horsepower (per Horsepower)	\$	0.15							
Lighting Arresters									
Lighting Arrester System Permit Fee	\$	2.00							
First \$1,000.00 Valuation of the Lighting Arrester System	\$	10.00							

Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Arrester System	\$	2.00						
Fire Alarm Systems								
Fire Alarm System Permit Fee	\$	2.00						
For the First \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System	\$	10.00						
For Each Additional \$1,000.00 or Portion of \$1,000.00 Valuation of the Fire Alarm System	\$	2.00						
Sound Equipment								
Up To, But Not Including, 10 Watts Output	\$	10.00						
At Least 10 Watts, But Less Than 25 Watts, Output	\$	15.00						
At Least 25 Watts, But Less Than 100 Watts, Output	\$	25.00						
At Least 100 Watts, But Less Than 200 Watts, Output	\$	30.00						
Miscellaneous								
Meter Loop (Permanent or Temporary)	\$	7.50						
Spike Discharge Arrester in Distribution Enclosure	\$	4.00						
Motion Picture Machines	\$	15.00						
X-Ray Machines	\$	4.00						
Poles, Anchors, and Guy Stubs (except power company)	\$	0.50						
Incandescent Electric Signs (per circuit)	\$	3.00						
Gas Vacuum Tube Signs (per transformer)	\$	5.00						
Permanently Connected Electrical Appliances & Equipment of Any Nature Not Otherwise Specified								
Up to 1 K.W. (inclusive, each)	\$	0.75						
Above 1 K.W. to 10 K.W. (per K.W.)	\$	0.50						
Above 10 K.W. to 50 K.W. (per K.W.)	\$	0.40						
Above 50 K.W. to 100 K.W. (per K.W.)	\$	0.30						
Above 100 K.W. (per K.W. for the first 100 K.W.)	\$	0.10						
Above 100 K.W. (per K.W. in excess of first 100 K.W.)	\$	0.05						
Re-Inspection Fee (Subject to Additional Charges)	\$	25.00						
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE VI. - MECHANICAL CODE, DIVISION 5. - PERMITS AND INSPECTIONS								
Sec. 5-227. - Mechanical permit fees.								
Mechanical Permit Fee	\$	20.00						
Basic Permit Fee	\$	7.50						
For the first \$1,000.00 or Portion of \$1,000.00 Valuation	\$	10.50						
For each Additional \$1,000.00 or Portion of \$1,000.00 Valuation	\$	2.00						
Alterations or Repairs Costing More Than \$500.00 and Less Than \$1,000.00	\$	2.00						
Re-Inspection (Subject to Additional Charges)	\$	25.00						
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE VII. - PLUMBING, DIVISION 5. - PERMITS, TESTS AND INSPECTIONS								
Sec. 5-334. - Plumbing permit fees.								
Minimum Permit Fee	\$	20.00						
For Issuing Each Permit	\$	7.50						
For Each Plumbing Fixture or Trap or Set of Fixtures of One Trap (including water and drainage piping)	\$	4.00						

For each house sewer, whether new, replacement, or repaired	\$	7.50						
For Each Water Heater and/or Vent	\$	3.00						
For Each Gas Piping System Outlet	\$	2.00						
For Installation of Water Piping for Water Treating Equipment	\$	3.00						
For a Lawn Sprinkler System Inspection for Up to Five Sprinkler Heads	\$	3.00						
For Each Additional Lawn Sprinkler Head Inspected After Five Heads	\$	0.50						
Re-Inspection	\$	25.00						<i>A re-inspection fee shall be charged each time a project has failed the same inspection twice or each time it has requested an inspection for which it has not completed the necessary work.</i>
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE VIII. - SWIMMING POOLS								
Sec. 5-497. - Same - Amendments.								
Public Pool	\$	100.00						
Private Pool - In-Ground	\$	50.00						
Private Pool - Above-Ground	\$	25.00						
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE X. - MOVING OR WRECKING OF BUILDINGS								
Sec. 5-526. - Permit - Required.								
Permit Fee	\$	25.00						
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE X. - MOVING OR WRECKING OF BUILDINGS								
Sec. 5-529. - Fees.								
Permit Fee	\$	25.00						
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE XI. - ALARM SYSTEMS								
Sec. 5-547. - Registration permits.								
Initial Residential Fee (per year)	\$	25.00						
Initial Commercial Permit Fee (per year)	\$	50.00						
CHAPTER 5 - BUILDINGS AND BUILDING REGULATIONS								
ARTICLE XI. - ALARM SYSTEMS								
Sec. 5-553. - Fees and fines.								
<i>Residential Fees and Fines</i>								
Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost	\$	25.00						
Fine for 4th & 5th False Alarm (Burglar) (each)	\$	50.00						
Fine for 6th & 7th False Alarm (Burglar) (each)	\$	75.00						
Fine for 8th or More False Alarm (Burglar) (each)	\$	100.00						
Fine for 4th False Alarm (Hold-Up/Panic) (each)	\$	50.00						
Fine for 5th or More False Alarm (Hold-Up/Panic) (each)	\$	75.00						
Fine for 6th False Alarm (Fire) (each)	\$	50.00						
Fine for 7th False Alarm (Fire) (each)	\$	75.00						
Fine for 8th or More False Alarm (Fire) (each)	\$	100.00						
<i>Commercial Fees and Fines</i>								
Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost	\$	50.00						
Fine for 4th & 5th False Alarm (Burglar) (each)	\$	50.00						
Fine for 6th & 7th False Alarm (Burglar) (each)	\$	75.00						
Fine for 8th or More False Alarm (Burglar) (each)	\$	100.00						
Fine for 4th False Alarm (Hold-Up/Panic) (each)	\$	100.00						

Fine for 5th or More False Alarm (Hold-Up/Panic) (each)	\$	200.00							
Fine for 4th False Alarm (Fire) (each)	\$	100.00							
Fine for 5th False Alarm (Fire) (each)	\$	200.00							
Fine for 6th or More False Alarm (Fire) (each)	\$	300.00							
CHAPTER 5 – BUILDINGS AND BUILDING REGULATIONS									
ARTICLE XIII. – PIPELINE REGULATIONS									
Sec. 5-609. – Fees.									
New Pipeline Permit Fee	\$	1,200.00							
Adjusted, Relocated, or Replaced Pipeline Permit Fee	\$	500.00							
Transfer of Ownership Fee	\$	50.00							
CHAPTER 7 – FIRE PREVENTION AND PROTECTION									
ARTICLE I. – IN GENERAL									
Sec. 7-3. – Permit fees.									
Permit Fees	\$	20.00							
CHAPTER 7 – FIRE PREVENTION AND PROTECTION									
ARTICLE VI. – LIFE AND/OR SAFETY HAZARDS									
Sec. 7-94. – Permit fees.									
Installation of Any Underground or Above Ground Flammable or Combustible Storage Tank	\$	50.00							
Installation of an Automatic Fire Alarm System or Addition to an Existing System	\$	75.00							
Installation of a Fire Suppression System or Addition to an Existing System (Excluding Restaurants/Venue Hooks)	\$	75.00							
CHAPTER 8.5. – FOOD AND FOOD ESTABLISHMENTS									
ARTICLE II. – PERMIT									
Sec. 8.5-12. – Fees.									
<i>Annual Food Establishment Fees</i>									
0-1000 sq. ft.	\$	200.00							
Over 1,000 sq. ft.	\$	300.00							
<i>School Food Service</i>									
<i>Based on square footage kitchen/food operation as set out above.</i>									
<i>Day Care Facility</i>									
Day Care Facility	\$	150.00							
<i>Temporary Food Establishment</i>									
Temporary Food Establishment	\$	40.00							
<i>Late Fee</i>									
<i>Permit not to exceed 7 days and valid for one event. An additional late fee of \$40.00 will be assessed if the permit is not received prior to the opening of the event.</i>									
<i>Late Fees of permit not renewed prior to expiration of event</i>									
Late Fees	\$	50.00							
<i>Reinstatement Fee of Suspended Permit</i>									
Reinstatement Fee of Suspended Permit	\$	75.00							
<i>Re-inspection Fee</i>									
Re-inspection Fee	\$	150.00							
<i>Mobile Food Unit Permit Fee</i>									
Mobile Food Unit Permit Fee	\$	250.00							

CHAPTER 9 – GARBAGE AND REFUSE									
ARTICLE II. – COLLECTION									
Sec. 9-21. – Garbage and refuse collection rates.									
<i>Rates for Section 9A – Residential</i>									
Residential Monthly Cost	\$	19.30							
Extra Trash Cans (Monthly)	\$	10.80							
Extra Recycling Cans (Monthly)	\$	10.80							
<i>Rates for Section 9B – Hand Pick Commercial</i>									
90 Gallon Monthly Container Fee – Times Picked-Up Per Week									
First Container	\$	24.30	\$	36.20	\$	48.20	\$	60.20	
Each Additional Container	\$	12.50	\$	23.70	\$	34.40	\$	45.20	
Replacement of cans due to negligence by customer (each)	\$	56.00							
<i>Rates for Section 9C – Regular Commercial and Industrial</i>									
Front Load Monthly Fee – Times Picked-Up Per Week									
		<i>One Time</i>		<i>Two Times</i>		<i>Three Times</i>		<i>Four Times</i>	<i>Five Times</i>
Two-Yard Container	\$	54.80	\$	95.50	\$	137.40	\$	178.10	\$
Three-Yard Container	\$	74.00	\$	120.70	\$	167.40	\$	214.00	\$
Four-Yard Container	\$	85.50	\$	138.60	\$	190.10	\$	242.80	\$
Six-Yard Container	\$	112.50	\$	180.50	\$	254.80	\$	329.00	\$
Eight-Yard Container	\$	141.40	\$	229.60	\$	329.00	\$	427.20	\$
Containers and Locking Devices (per item, per month)	\$	8.10							
Front Load Compactor Service									
		<i>One Time</i>		<i>Two Times</i>		<i>Three Times</i>		<i>Four Times</i>	<i>Five Times</i>
Two-Yard Container	\$	107.50	\$	188.90	\$	272.70	\$	354.10	\$
Three-Yard Container	\$	145.80	\$	239.20	\$	332.60	\$	426.00	\$
Four-Yard Container	\$	169.60	\$	275.10	\$	378.10	\$	483.50	\$
Six-Yard Container	\$	222.40	\$	358.90	\$	507.40	\$	655.00	\$
Eight-Yard Container	\$	260.70	\$	457.10	\$	655.90	\$	852.30	\$
Containers and Locking Devices (per item, per month)	\$	8.10							
<i>Rates for Section 9D – Intermittent Commercial and Industrial</i>									
Front Load Container									
		<i>Two-Yard</i>		<i>Three-Yard</i>		<i>Four-Yard</i>		<i>Six-Yard</i>	<i>Eight-Yard</i>
Each Extra Pick-Up	\$	50.00	\$	52.40	\$	54.80	\$	59.60	\$
Delivery Charges and Discriminal Removals	\$	62.00							
Commercial Roll Off Container									
		<i>Delivery</i>		<i>Day Rental</i>		<i>Hand</i>		<i>Deposit</i>	
Twenty-Yard	\$	121.50	\$	5.70	\$	319.40		None	
Thirty-Yard	\$	121.50	\$	5.70	\$	361.30		None	
Forty-Yard	\$	121.50	\$	5.70	\$	391.50		None	
<i>Additional \$26.20 per ton for over six tons for all sizes.</i>									
Compactor Service									
		<i>Delivery</i>		<i>Day Rental</i>		<i>Hand</i>		<i>Install</i>	<i>Deposit</i>
Twenty-Eight Yard	\$	121.50	\$	16.10	\$	355.40		TTD	None
Thirty-Yard	\$	121.50	\$	16.10	\$	373.30		TTD	None
Thirty-Five Yard	\$	121.50	\$	16.10	\$	403.20		TTD	None
Forty-Yard	\$	121.50	\$	16.10	\$	573.30		TTD	None
Forty-Two Yard	\$	121.50	\$	21.90	\$	403.20		TTD	None

CHAPTER 9 - GARBAGE AND REFUSE									
ARTICLE III - COMMERCIAL GARBAGE COLLECTION AND FRANCHISES									
Sec. 9-39 - Requirement that all persons or entities engaged in the business of hauling commercial garbage or refuse shall be required to obtain a non-exclusive franchise from the City of Angleton, pay a fee of five percent of the billed amounts, and utilize machinery and equipment that is clearly identified.									
Application Processing Fee	\$	100.00							
Franchise Fee (percent of amount actually billed)		5%							
CHAPTER 13 - MISCELLANEOUS OFFENSES									
ARTICLE VI - CREDIT ACCESS BUSINESSES									
Sec. 13-130 - Registration application.									
Application Fee	\$	50.00							
CHAPTER 13 - MISCELLANEOUS OFFENSES									
ARTICLE VII - MASS GATHERINGS									
Sec. 13-161 - Permit requirements.									
Permit Application Fee	\$	400.00							
CHAPTER 13 - MISCELLANEOUS OFFENSES									
ARTICLE VI - MASS GATHERINGS									
Sec. 13-168 - Inspection fees.									
Inspection Fee	\$	200.00							
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS									
ARTICLE II - LICENSES AND PERMITS									
Sec. 14-21 - Licenses for manufactured home parks.									
License Fee	\$	50.00							
Renewal Fee	\$	50.00							
Additional Fee for Each Manufactured Home Space Over Five Spaces	\$	10.00							
Transfer Fee	\$	50.00							
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS									
ARTICLE V - TEMPORARY CONSTRUCTION USE									
Sec. 14-82 - Licensing.									
License Fee	\$	50.00							
License Renewal Fee	\$	50.00							
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS									
ARTICLE VI - RECREATIONAL VEHICLES, DIVISION 2 - RECREATIONAL VEHICLE PARKS									
Sec. 14-122 - License issuance; fee.									
Inspection Fee	\$	15.00							
Permit Fee	\$	15.00							
Annual License Fee (per recreational vehicle space)	\$	20.00							
CHAPTER 14 - MANUFACTURED HOMES AND MANUFACTURED HOME PARKS									
ARTICLE VI - RECREATIONAL VEHICLES, DIVISION 2 - RECREATIONAL VEHICLE PARKS									
Sec. 14-123 - Transfer of license; fee.									
Transfer Fee (per recreational vehicle space)	\$	20.00							
CHAPTER 15 - MUNICIPAL COURT									
ARTICLE II - MUNICIPAL COURT OF RECORD									
Sec. 15-37 - Appeals.									
Fee for the Preparation of the Clerk's Record	\$	25.00							

CHAPTER 17 - PARKS AND RECREATION									
ARTICLE I - IN GENERAL									
Sec. 17-1 - Recreation center fees.									
Family (monthly)	\$	44.00							
Individual (monthly)	\$	32.00							
Senior Family (monthly)	\$	35.00							
Senior Individual (monthly)	\$	25.00							
First Responder/Military Family (monthly)	\$	35.00							
First Responder/Military Individual (monthly)	\$	25.00							
Youth (monthly)	\$	25.00							
Adult Day Rate	\$	5.00							
Youth Day Rate	\$	4.00							
Child Day Rate	\$	4.00							
Spectator	\$	2.00							
Swim Digger	\$	2.00							
CHAPTER 17 - PARKS AND RECREATION									
ARTICLE III - USE OF PUBLIC PARKS									
Sec. 17-45 - User fees and obligations.									
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person Without Lights (per tournament, per day)	\$	200.00							
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person With Lights (per tournament, per day)	\$	250.00							
Deposit for Cleaning (per tournament)	\$	100.00							
Practice Games for Any Athletic Team Other Than League or Tournament Teams With Lights (per hour)	\$	20.00							
Practice Games for Any Athletic Team Other Than League or Tournament Teams Without Lights (per hour)	\$	15.00							
Fee for Failing to Clean Space of Litter to Satisfaction of the Parks and Recreation Department (per hour)	\$	20.00							
CHAPTER 17 - PARKS AND RECREATION									
ARTICLE III - USE OF PUBLIC PARKS									
Sec. 17-77 - Use of city parks by athletic teams.									
Fee per Athletic Team	\$	20.00							
Tournament (per team, per tournament)	\$	10.00							
Use for Practice (per team, per day)	\$	10.00							
CHAPTER 17 - PARKS AND RECREATION									
ARTICLE III - USE OF PUBLIC PARKS									
Sec. 17-79 - Rental and deposit rates for pavilion and park rental facilities.									
Two Hours (Non-Resident)	\$	35.00	\$	50.00					
Two Hours (Resident)	\$	25.00	\$	50.00					
Four Hours (Non-Resident)	\$	60.00	\$	50.00					
Four Hours (Resident)	\$	50.00	\$	50.00					
All Day (Non-Resident)	\$	85.00	\$	50.00					
All Day (Resident)	\$	75.00	\$	50.00					
CHAPTER 17 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS									
ARTICLE II - LICENSING AND REGISTRATION									

Sec. 18.3 - Licensing; exemptions.							
Application Fee for License	\$	100.00					
CHAPTER 17 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS							
ARTICLE II - LICENSE TRANSFERABILITY AND EXHIBITION OF LICENSE							
Sec. 18-6 - License transferability and exhibition of license.							
Fee for Each Additional Person's Photo Identification	\$	15.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE II - CARNIVALS, DIVISION 2. - LICENSES							
Sec. 21-29 - Fee.							
License Fee	\$	250.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE III - DANCES AND DANCE HALLS, DIVISION 2. - DANCE HALL LICENSES							
Sec. 21-69 - Fee.							
Dance Hall License Fee (annual)	\$	25.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE V. - AMUSEMENT REDEMPTION MACHINE GAME ROOMS							
Sec. 21-152. - Local initial certification fee for amusement redemption machine game room required.							
Up to 50 Amusement Redemption Machines	\$	600.00					
More than 50 and Up to 75 Amusement Redemption Machines	\$	900.00					
More than 75 and Up to 100 Amusement Redemption Machines	\$	1,200.00					
More than 100 and Up to 125 Amusement Redemption Machines	\$	1,500.00					
For Each Amusement Redemption Machine Over 125	\$	12.00					
CHAPTER 21 - PUBLIC AMUSEMENTS							
ARTICLE V. - AMUSEMENT REDEMPTION MACHINE GAME ROOMS							
Sec. 21-153. - Local license fee for amusement redemption machine game room required.							
Inspection and Amusement Redemption Machine Game Room License Fee (per machine)	\$	50.00					
Release of Machine Sealed for Non-Payment of License Fee	\$	50.00					
CHAPTER 21.3 - SECONDHAND GOODS							
ARTICLE II. - GARAGE SALES							
Sec. 21.3-22. - Garage sale regulations.							
Garage Sale Permit Fee	\$	2.00					
CHAPTER 21.4 - SEXUALLY ORIENTED BUSINESSES							

ARTICLE II - LICENSE							
Sec. 21.4-23. - Fees.							
Permitting or Licensing Fee (annual)	\$	1,500.00					
City to Conduct a Survey	\$	1,000.00					
CHAPTER 21.5 - SIGNS							
Sec. 21.5-18. - Fees							
Permitting Fee - Class I Sign	\$	100.00					
Permitting Fee - Class II Sign	\$	40.00					
Permitting Fee - Temporary, Nonprofit, Portable Signs	\$	-					
CHAPTER 21.5 - SIGNS							
Sec. 21.5-20. - Sign maintenance and removal.							
Sign Seizure Fee	\$	50.00					
Daily Storage Fee (per day)	\$	5.00					
CHAPTER 22 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES							
ARTICLE II - STREETS; DIVISION 2. - OBSTRUCTIONS							
Sec. 22-34. - Enforcement.							
Minimum Fee for Trimming, Pruning, or Removal Service	\$	10.00					
CHAPTER 22 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES							
ARTICLE IV. - RIGHTS-OF-WAY							
Sec. 22-61. - Application fees for permits to use rights-of-way.							
Non-Franchise Utilities Right-of-Way Permit (subject to additional fees, if deemed applicable)	\$	1,000.00					
Franchise (e.g. Southwestern Bell, Entel, and Texas New Mexico) Utility Right-of-Way Permit (subject to additional fees, if deemed applicable)	\$	200.00					
CHAPTER 23 - LAND DEVELOPMENT CODE							
ARTICLE II - SUBDIVISION AND DEVELOPMENT DESIGN							
Sec. 23-20. - Park dedication and recreation improvements.							
Fee in Lieu of Parkland Dedication Accompanying Plat or Site Application (per single-family residential subdivision)	\$	575.00					
Fee in Lieu of Parkland Dedication Accompanying Plat or Site Application (per dwelling unit in a duplex, townhouse, apartment, or other multi-family development)	\$	475.00					
CHAPTER 23 - LAND DEVELOPMENT CODE							
Ordinance No. 20190528-021							
Water Capacity Acquisition Fee (per dwelling unit, as determined by the City Engineer, for any non-residential use)	\$	536.70					
Sanitary Sewer Capacity Acquisition Fee			Computed on a case-by-case basis, relative to the location of a subdivision or development to the wastewater treatment plant, affected lift station, and other affected waste water collection and conveyance improvements, and shall be based on the improvements required to provide an adequate level of service based on the proposed use, as determined by the City Engineer, in accordance with the standards. A capacity acquisition fee study must be performed. See "Capacity Acquisition Fee Study Fee" below.				
Capacity Acquisition Fee Study Fee	\$	4,000.00					
<i>Water and Sewer Capacity Acquisition Fees shall be determined by the City Engineer using the guidelines and standards set out in Chapter 23 - Land Development Code, Article III. - Public Improvement Responsibilities, Division 2. - Utility Responsibilities, Sec. 23-28 - Responsibilities of the subdivision or developer, and Sec. 23-32 - Rough proportionality, of the Code of Ordinances of the City of Angeleno.</i>							
CHAPTER 23 - LAND DEVELOPMENT CODE							
ARTICLE III. - PUBLIC IMPROVEMENT RESPONSIBILITIES, DIVISION 3. - SPECIAL AGREEMENTS							
Sec. 23-36. - Development and public improvement agreements.							
Administrative Fee Based on Project Cost (up to \$10,000.00)		5%					
CHAPTER 24 - TAXATION							

ARTICLE I. - IN GENERAL									
Sec. 24.1. - Issuance of tax certificates.									
Issuance of Tax Certificate	\$	10.00							
CHAPTER 24. - TAXATION									
ARTICLE II. - AD VALOREM TAXES									
Sec. 24.16. - Penalty for delinquent ad valorem taxes.									
Penalty for Delinquent Ad Valorem Taxes (based on amount of taxes to be paid)		20%							
CHAPTER 26. - UTILITIES									
ARTICLE II. - SANITARY SEWER SYSTEM, DIVISION 2. - SEWER USE REGULATIONS									
<i>Subdivision 11. - Miscellaneous Provisions</i>									
Sec. 26.54.127. - Industrial wastewater surcharge; generally.									
Surcharges for All Other Pollutants (per contaminant, per day)	\$	25.00							
CHAPTER 26. - UTILITIES									
ARTICLE II. - SANITARY SEWER SYSTEM, DIVISION 2. - SEWER USE REGULATIONS									
<i>Subdivision 11. - Miscellaneous Provisions</i>									
Sec. 26.54.128. - Surcharge rates and administrative fees.									
Permit Preparation Fee	\$	300.00							
Industrial Compliance Inspections (per hour, min. of 70 hours)	\$	25.00							
Biochemical Oxygen Demand (BOD) (per pound)	\$	0.42							
Chemical Oxygen Demand (COD)	\$	0.12							
Total Suspended Solids (TSS)	\$	0.47							
CHAPTER 26. - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.71. - Water/sewer rates - Inside city service.									
Inside City Rates - Water									
	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge		
			<i>0K to 8K</i>	<i>8K to 24K</i>	<i>24K to 48K</i>	<i>over 48K</i>			
Table I - Residential (ind. meter)	\$ 21.24	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	NA		
Table II - Multi-family (master meter)	\$ 20.18	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	NA		
Table III - Commercial (ind. meter)	\$ 21.24	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	NA		
Table IV - Commercial (master meter)	\$ 20.18	2,000 Gallons	\$ 6.28	\$ 6.64	\$ 7.00	\$ 7.64	NA		
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>									
Inside City Rates - Sewer									
	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage				Maximum Monthly Charge		
Table I - Residential (ind. meter)	\$ 9.84	0 Gallons			\$ 2.70	\$ 44.24			
Table II - Multi-family (master meter)	\$ 11.19	0 Gallons			\$ 3.52	NA			
Table III - Commercial (ind. meter)	\$ 11.19	0 Gallons			\$ 3.52	NA			
Table IV - Commercial (master meter)	\$ 11.19	0 Gallons			\$ 3.52	NA			
<i>Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).</i>									
<i>Table V - Sewer Only Customer</i>									
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>									
CHAPTER 26. - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									

Sec. 26.72. - Water/sewer rates - Outside city service.									
Outside City Rates - Water									
	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge		
			<i>0K to 8K</i>	<i>8K to 24K</i>	<i>24K to 48K</i>	<i>over 48K</i>			
Table I - Residential (ind. meter)	\$ 26.55	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	NA		
Table II - Multi-family (master meter)	\$ 25.23	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	NA		
Table III - Commercial (ind. meter)	\$ 26.55	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	NA		
Table IV - Commercial (master meter)	\$ 25.23	2,000 Gallons	\$ 7.85	\$ 8.30	\$ 8.75	\$ 9.55	NA		
<i>The rate for the purchase of "Wholesale Water" through a fire hydrant meter provided by the city of from other locations established and metered by the city shall be the same as Table III - Commercial (ind. meter) under the Outside City Rate Table.</i>									
<i>Table V - Wholesale Water Rates</i>									
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>									
Outside City Rates - Sewer									
	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage				Maximum Monthly Charge		
Table I - Residential (ind. meter)	\$ 12.30	0 Gallons			\$ 3.38	\$ 56.24			
Table II - Multi-family (master meter)	\$ 13.99	0 Gallons			\$ 4.40	NA			
Table III - Commercial (ind. meter)	\$ 13.99	0 Gallons			\$ 4.40	NA			
Table IV - Commercial (master meter)	\$ 13.99	0 Gallons			\$ 4.40	NA			
<i>Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).</i>									
<i>Table V - Sewer Only Customer</i>									
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>									
CHAPTER 26. - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.73. - Deposits.									
Deposit for All New Water Customers	\$	100.00							
CHAPTER 26. - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.73.1 - Deposit/connect fee.									
Connect Fee (taken from Deposit for All New Water Customers)	\$	75.00							
CHAPTER 26. - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.73.2 - Closing of account.									
Refund of Remaining Deposit	\$	75.00							
CHAPTER 26. - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.74. - Penalties.									
Penalty on Any Unpaid or Past Due Account (minimum)	\$	10.00							
CHAPTER 26. - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.74.1 - Disconnect.									
Disconnect/Reconnect Fee	\$	25.00							
CHAPTER 26. - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									
Sec. 26.75. - Water meter and sewer tap direct cost recovery fees.									
<i>The Ordinance references an "Exhibit A," containing the fees charged by the city to new accounts for water and/or sewer taps. No Exhibit A observed.</i>									
CHAPTER 26. - UTILITIES									
ARTICLE III. - UTILITY RATES AND CHARGES									

Sec. 26-75.1 - Charges for water meter installations and sewer taps.					
Water Meter Installations					
3/4" Meter Fee	\$	500.00			
1" Meter Fee	\$	575.00			
1 1/2" Meter Fee	\$	1,000.00			
2" Meter Fee	\$	1,200.00			
Sewer Taps					
4" Sewer Tap Fee	\$	700.00			
6" Sewer Tap Fee	\$	950.00			
CHAPTER 26 - UTILITIES					
ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY					
Sec. 26-76 - Capital cost recover fees					
<i>Inside Corporate City Limits</i>					
3/4" Meter Pipe Size Fee	\$	156.00			
1" Meter Pipe Size Fee	\$	168.00			
1 1/2" Meter Pipe Size Fee	\$	192.00			
2" Meter Pipe Size Fee	\$	216.00			
Over 2" Meter Pipe Size Fee			<i>To be determined by city administrator.</i>		
<i>Outside Corporate City Limits</i>					
3/4" Meter Pipe Size Fee	\$	312.00			
1" Meter Pipe Size Fee	\$	336.00			
1 1/2" Meter Pipe Size Fee	\$	384.00			
2" Meter Pipe Size Fee	\$	432.00			
Over 2" Meter Pipe Size Fee			<i>To be determined by city administrator.</i>		
<i>Other Water and Sewer Capital Cost Recovery Fees</i>					
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (inside the corporate city limits)	\$	156.00			
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (outside the corporate city limits)	\$	312.00			
Residential Sewer Capital Cost Recovery Fee (inside the corporate city limits)	\$	312.00			
Residential Sewer Capital Cost Recovery Fee (outside the corporate city limits)	\$	624.00			
Fee for Each Unit Using the Sewer Tap (per unit) After the First Unit Using the Sewer Tap	\$	200.00			
Nonresidential sewer capital cost recovery fee, per restroom (inside the corporate city limits)	\$	400.00			
Nonresidential sewer capital cost recovery fee, per restroom (outside the corporate city limits)	\$	800.00			
CHAPTER 26 - UTILITIES					
ARTICLE III. - UTILITY RATES AND CHARGES					
Sec. 26-77 - Charges for misuse of utility service or meter.					
First Offense	\$	15.00			
Second Offense	\$	30.00			
Third Offense	\$	50.00			
Usual Offense			<i>Legal Action</i>		
CHAPTER 26 - UTILITIES					
ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY					
Sec. 26-94 - Deposits and fees.					

Residential Deposit & Connection Fee (for new customers)	\$	100.00			
Commercial Deposit (or amount to cover one month's bill)	\$	100.00			
High Volume Account Deposit (or amount to cover one month's bill)	\$	400.00			
Apartment Deposit (per unit or amount to cover one month's bill)	\$	100.00			
Trailer Space Deposit (per unit or amount to cover one month's bill)	\$	100.00			
Late Fee (percentage of utility bills, which shall include water, sewer, and garbage or refuse collection)			<i>10% or \$10.00, whichever is greater</i>		
Disconnect Fee	\$	25.00			
Returned Check Fee	\$	30.00			
Install Lock on Meter (to terminate service)	\$	25.00			
Plug or Pull Meter (to terminate service)	\$	75.00			
Accuracy Test (if meter is correct)	\$	50.00			
Transfer of Service	\$	25.00			
Two Week Clean-Up (plus usage)	\$	10.00			
CHAPTER 26 - UTILITIES					
ARTICLE IV. - UTILITY SERVICE REGULATIONS, DIVISION 1. - GENERALLY					
Sec. 26-101 - Private water wells.					
Permit Fee	\$	200.00			
CHAPTER 27 - VEHICLES FOR HIRE					
ARTICLE II. - TAXICABS, DIVISION 2. - VEHICLE PERMITS					
Sec. 27-49 - Fee.					
Permit Insurance Fee (per car to be operated in the city for a 12-month period ending December 31)	\$	50.00			
CHAPTER 27 - VEHICLES FOR HIRE					
ARTICLE II. - TAXICABS, DIVISION 3. - CITY TAXICAB DRIVER'S PERMIT					
Sec. 27-65 - Issuance of permit; fee.					
Background Information Check Fee	\$	10.00			
CHAPTER 27 - VEHICLES FOR HIRE					
ARTICLE III. - VEHICLE TOWING					
Sec. 27-91. - Fees for nonconsent tows.					
Fee for Nonconsent Tow			<i>Fee for Nonconsent Tow levied pursuant to V.T.C.A. Occupations Code Ch. 2308.</i>		
CHAPTER 28 - ZONING					
ARTICLE II. - ZONING PROCEDURES AND ADMINISTRATION					
Sec. 28-24. - Amendments to zoning ordinance and districts, administrative procedures, and enforcement.					
Waiver Request Fee	\$	100.00			
Renewing Application Fee (if waiver request granted before expiration date)			<i>150% of the zoning application fee</i>		
CHAPTER 30 - SPECIAL DISTRICTS					
ARTICLE I. - GENERAL					
Sec. 30.5. - Deposit against expenditures.					
Initial Deposit Sum	\$	25,000.00			
Additional Deposit Sum	\$	10,000.00			



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 10, 2021

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

AGENDA CONTENT: Presentation, discussion and possible comment on the Windmill Ridge project. The proposed project consists of approximately 90 acres north of FM 523 and west of SH 288 within the City's Extraterritorial Jurisdiction.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: None

EXECUTIVE SUMMARY:

Section 28-26 provides a process whereby developers can present projects to the Planning and Zoning Commission and City Council and receive actionable comments from both bodies. The Windmill Ridge project consists of approximately north of FM 523 and west of SH 288 within the City's Extraterritorial Jurisdiction. As currently envisioned, the project will be either a manufactured home subdivision or manufactured home park and also proposes boats and RV storage on a portion of the property. The most critical issue is extension of City water and sewer service to the property. Annexation as part of any extension of services to the property would be necessary, provided that extension of services is something the City wishes to pursue.





The Planning and Zoning Commission provided the following comment(s):

RECOMMENDATION:

Staff recommends that the City Council provide comment on the proposed project.

Subject Property

Legend

- Streets
-  City Limits
-  ETJ
-  Wells
-  Raw Water Transfer Lines

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



Operated by:
 City of Angleton
 121 S. Velasco St.
 Angleton, TX 77515
 979-849-4364

City of Angleton GIS Mapping

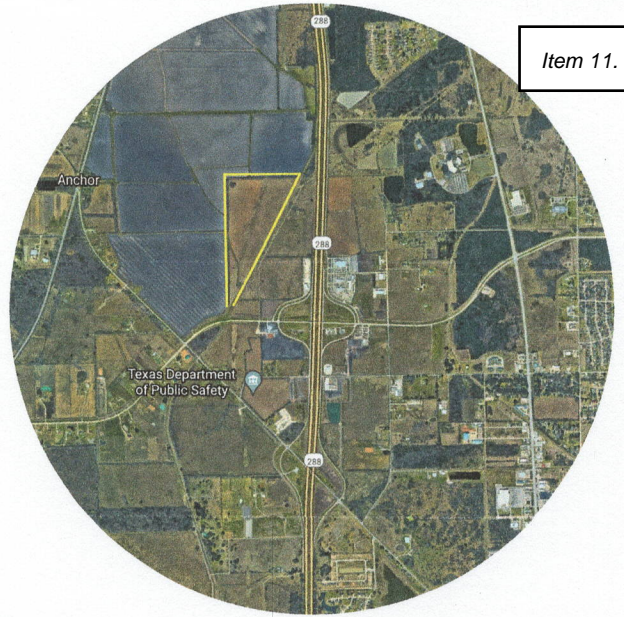
1" = 2,027'



WINDMILL RIDGE



92.81 FM 523
Angleton, TX 77515



Newer Model Homes



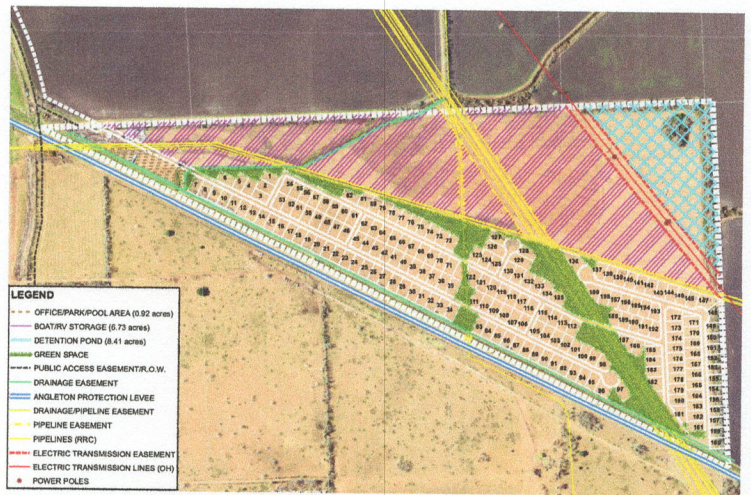
New Residents & Tax Base



Boat & RV Storage

• Windmill Ridge Highlights

- 199 Lots (60 ft)
- Green Space / Park
- Country Living Atmosphere
- Nice, newer Manufactured Homes
- Over 55 Living Section
- Boat & RV Storage (6.73 acres)
 - additional Tax Revenue
- City Annexation

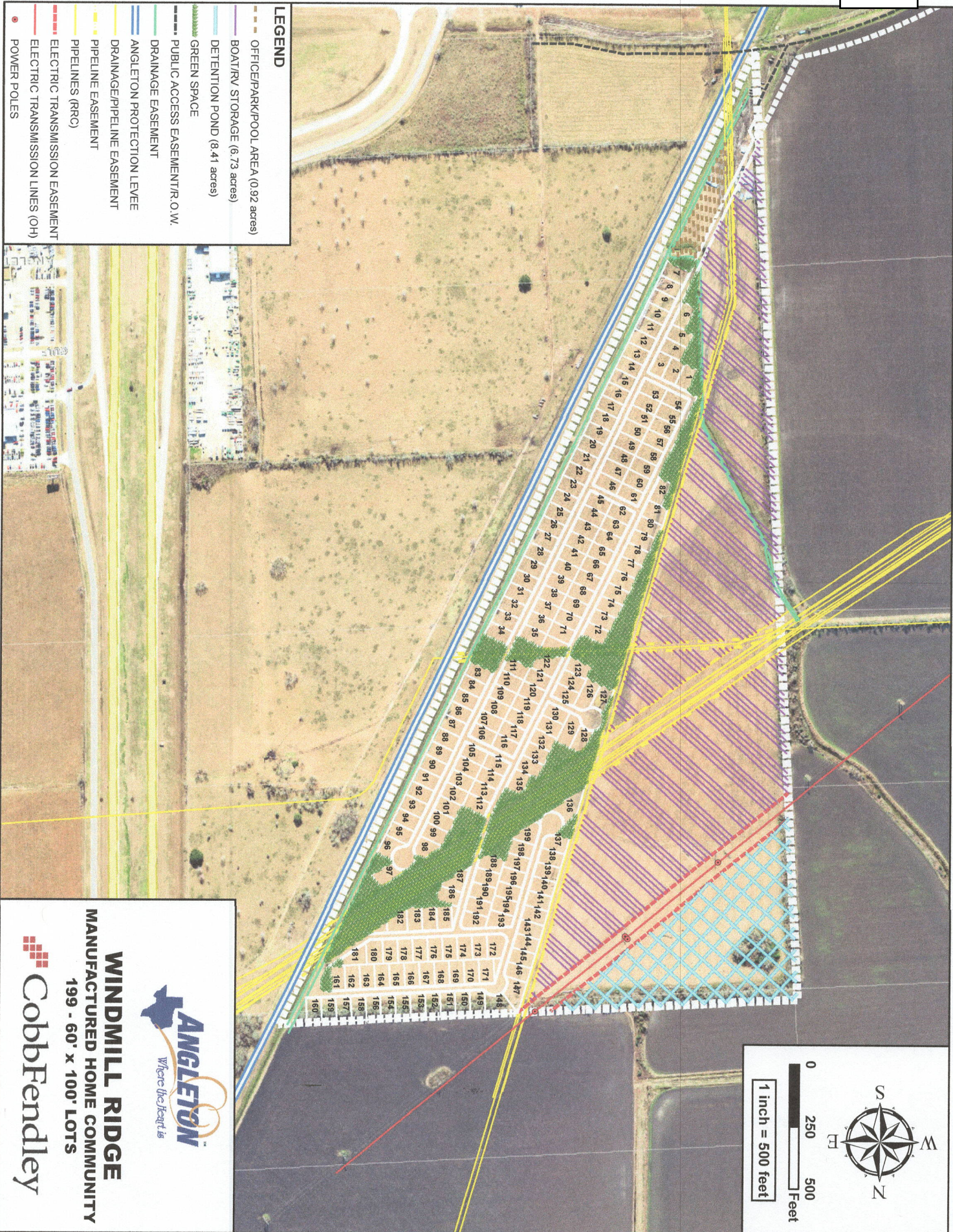


◦ Generate tax dollars by bringing tax paying families from Houston & other areas

Supply Shortage:
Supply of Entry-Level Housing Nears Five-Decade Low

Windmill Ridge is a solution to the entry level Housing Crisis and a way to grow the Angleton community and tax base







AGENDA ITEM SUMMARY FORM

MEETING DATE: 8/10/2021
PREPARED BY: Martha Eighme
AGENDA CONTENT: Broadband Study Presentation
AGENDA ITEM SECTION: Regular Agenda

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

EXECUTIVE SUMMARY: The City has recognized the broadband deficiencies in Angleton and is working on a “Broadband Initiative” considering all available options for our citizens.

We have made great strides with the Broadband Initiative, meeting with local ISP’s and discussing possible solutions to fill the gaps in coverage. The City has contracted with Com-Control Inc. to complete a city-wide internet inventory and make recommendations to City Council. Tonight, we welcome Bryan Baker of Com Control Inc. to present the findings of the study.

RECOMMENDATION: Presentation and discussion to seek City Council direction



Broadband Initiative April 2021

Draft 5/30/21

Introduction

Angleton, the heart of Brazoria County, a city with a strong history of being a great place to call home after the work day is done. (Insert current highlights) Now more than ever city leaders are committed to ensure that its citizens have access to the essential services needed to maximize quality of life. Broadband internet has become a critical “utility” across the country with many municipalities choosing to engage its proliferation directly. With everyone spending more time at home and at a distance in the workplace online digital communication is now and will be more critical than ever to how the people and businesses of Angleton succeed....survive.

History

For the past couple of years an increasing stream of complaints have flowed into the city leaders offices regarding poor internet access throughout Angleton. Some areas had it, many not, and many were out of reach of the handful of service providers who operated there. When the pandemic hit the issue was magnified. In early 2020, City leaders decided they needed to get a better understanding of what the community consensus was regarding how satisfied they were at getting quality internet access. They issued residential and commercial community broadband satisfaction surveys in November 2020. The results proved what they already knew. Hundreds replied with large amounts of respondents complaining about accessibility, quantity and quality of broadband service and support. With this direct feedback, Angleton leadership decided to further engage.

Residential Survey Results

Who is your current provider?

AT&T	35.29%	96
AT&T Fixed Wireless	5.15%	14
NewWave/Sparklight	49.26%	134
Wireless Internet Service Provider (WISP, Rise Broadband, Skynet, or similar)	2.21%	6
Satellite (HughesNet, Viasat)	4.04%	11
Other (please specify)	4.04%	11

Why did you choose them?

Too expensive to change	1.84%	5
Best price available	6.62%	18
Not interested in changing	0.37%	1
No other options	39.71%	108
Limited other options	36.03%	98
Still in contract	1.47%	4
Most reliable service available	13.97%	38

What is your current speed?

Less than 10 Mbps	12.50%	34
10 Mbps – 25 Mbps	21.32%	58
26Mbps – 50 Mbps	16.91%	46
Greater than 50Mbps	29.41%	80
I don't know	19.85%	54

How satisfied are you?

Very satisfied	4.41%	12
Somewhat satisfied	16.91%	46
Satisfied	9.19%	25
Neutral	11.03%	30
Dissatisfied	25.00%	68
Very dissatisfied	33.46%	91

Commercial Survey Results

Who is your current provider?

AT&T	31.41%	60
AT&T Fixed Wireless	4.71%	9
NewWave/Sparklight	35.60%	68
Wireless Internet Service Provider (WISP, Rise Broadband, Skynet, or similar)	3.14%	6
Satellite (HughesNet, Viasat)	3.14%	6
Other (please specify)	21.99%	42

Why did you choose them?

Too expensive to change	1.12%	2
Best price available	5.62%	10
Not interested in changing	2.25%	4
No other options	46.63%	83
Limited other options	21.91%	39
Still in contract	3.93%	7
Most reliable service available	18.54%	33

What is your current speed?

Less than 10 Mbps	12.22%	22
10 Mbps – 25 Mbps	20.00%	36
26Mbps – 50 Mbps	17.78%	32
Greater than 50Mbps	21.11%	38
I don't know	28.89%	52

How satisfied are you?

Very satisfied	8.29%	15
Somewhat satisfied	16.02%	29
Satisfied	10.50%	19
Neutral	14.92%	27
Dissatisfied	21.55%	39
Very dissatisfied	28.73%	52

Goals

Angleton's broadband history and the 2020 survey findings provided more than a compelling argument to city leaders that they were in a position to have a direct positive impact on the quality of its citizens "Digital Lifestyle". They established the goal of ensuring long term access to sufficient quantity and quality of broadband services to all of its residents and businesses regardless of size or location.

To meet these goals, city leaders had to first understand what "Good" internet was in today's marketplace and how some communities had it and others did not. The "Angleton Broadband Initiative" would allow leaders to intelligently choose what could be done and what should be done, if anything. The city partnered with a professional broadband consulting firm to bring the experience needed to conduct the initiative in an unbiased manner right here on the streets of Angleton. That relationship provided city leaders access to decades of experience in analyzing, utilizing, building, and managing commercial and municipal broadband systems.

Project Objectives

Com-Control Inc. partnered with city leaders to create the Angleton Broadband Initiative. The objectives were as follows:

- 1) Inventory broadband infrastructure,
- 2) Inventory current service providers,
- 3) Inventory current residential and commercial consumers,
- 4) Provide a strategy to ensure competitiveness in the local broadband marketplace in comparison to national and regional averages.
- 5) Establish a communication process for city leaders, service providers and consumers to continually maximize the broadband market place.

The team worked through late 2020 and early 2021 to collect information on what infrastructure exists and potentially what was missing. Through the help of local, county, state and federal resources, the inventory was completed in April of 2020.

The Broadband Market Place

When establishing minimum levels of broadband quality and quality as a basis for Angleton we looked at national and regional source for reference. Currently the FCC (Federal Communications Commission) defines the benchmark of minimum broadband connectivity at 25Mbps download and 3Mbps upload. Some rural communities would see these speeds as fast but many more rate them as slow, especially where fiber optic based services are present.

FCC Broadband Definition Has Changed Before and Will Change Again

Written by Jameson Zimmer

February 10, 2018



Analysis of the FCC's Broadband Internet Benchmark of 25/3 Mbps, and why it changes over time.

The official FCC broadband definition is a minimum of **25 Mbps download** and **3 Mbps upload**.

This standard was introduced by FCC Chairman Tom Wheeler in 2015 as an increase to the previous standard of 4 Mbps download, 1 Mbps upload. The benchmark increase was justified as necessary due to "advances in technology, market offerings by broadband providers and consumer demand."^[1]

Reference, <https://broadbandnow.com/report/fcc-broadband-definition/>

Fortunately today respectable speeds are efficiently achieved using a multitude of infrastructure types. Fiber optic cable, copper cable, point to point wireless, as well as 4G LTE/5G Cell based networks are common infrastructures to support these advanced broadband transmission services.

Regionally, Texas has stated an aggressive broadband leadership position with the States Broadband Development Council. The TBDC provided a comprehensive broadband report in 2020. Within this report the TBDC states that "The future

economic success of Texas communities, and the state in general, will likely be dependent on how Texas uses and expands access to broadband internet.”

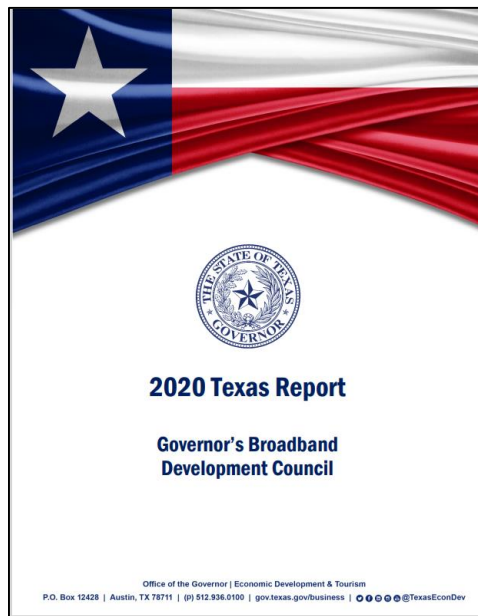


Table 1

Texas Statewide Broadband Availability Estimates by Speed Tier			
Among Fixed Technologies: Cable, DSL, Fiber, Fixed Wireless			
Speeds	Unserved Households	Served Households	Percent of Households Served
10 Mbps Download x 1 Mbps Upload	121,134	8,801,799	98.64%
25 Mbps Download x 3 Mbps Upload	333,071	8,589,862	96.27%
50 Mbps Download x 5 Mbps Upload	566,253	8,356,680	93.65%
100 Mbps Download x 10 Mbps Upload	1,026,071	7,896,862	88.5%

The current FCC definition of broadband is a minimum speed of 25 Mbps download and 3 Mbps upload.
 Help improve the maps: <https://connectednation.org/texas/feedback>
 Source: *Connected Nation Texas, July 2020.*

Internet Speed in Top Texas Cities		
CITY	AVG. DOWNLOAD SPEED	NO. OF PROVIDERS
1. Houston	105.8 MBPS	43 Providers
2. San Antonio	125.2 MBPS	46 Providers
3. Dallas	102.9 MBPS	47 Providers
4. Austin	141.6 MBPS	44 Providers
5. Fort Worth	104.0 MBPS	41 Providers

Speeds for Major Providers in Texas	
PROVIDER	AVG. DOWNLOAD SPEED
AT&T Internet	154.5 MBPS
XFINITY from Comcast	140.0 MBPS
Charter Spectrum	120.7 MBPS
Nextlink Internet	29.3 MBPS
Rise Broadband	11.8 MBPS

Ref: <https://broadbandnow.com/Texas>

There are also a handful of communities within north and east Texas that have chosen to build fiber optic networks using various funding and management models. Over the last 5 years Mont Belvieu has publically funded (@\$9Mil bond) and constructed a fiber optic network to serve residential and commercial customers through their city utility department. At @7500 residents, a large portion are employed by the chemical industry and support a median household income of \$94k. City leaders were strapped with just one incumbent phone and cable isp provider. The city saw 1,462 residential and 28 commercial subscribers through 2018, well on track to their forecasted profitability in 2025. Dayton TX is following a similar approach with a \$13mil bond to construct a fiber optic core with construction starting in Jan 2021 and set up as a city utility. There were only a single incumbent telephone and cable ISPs in Dayton as well. Greenville TX successfully set up an NFP/public utility in 2001 to serve about 28,000 residents in what was solely an incumbent telephone company market. Bryan TX completed a similar survey to Angleton in November of 2020 and hopes to engage the marketplace later this year.

These projects prove that broadband as city infrastructure is popular and according to some capital markets within region, provide attractive enough ROI estimates to directly engage.

Broadband Inventory: Angleton

Every community is made of different kinds of users in different locations as well different kinds of infrastructure as the basis to connect them. There are fiber optic routes, copper routes and point to point wireless routes that connect us all nationally (typically called transmission) and locally (typically called distribution). This creates a digital bridge or digital divide.

Service Providers

The City of Angleton is geographically located between a large telecommunication hub to the north (Houston) and major industrial plants to the south. This puts it

in a unique location “Along the Route” but not necessarily on the route. A number of the competitive long haul (transmission) internet service providers pass by but historically have not stopped in to distribute services.

Project Area



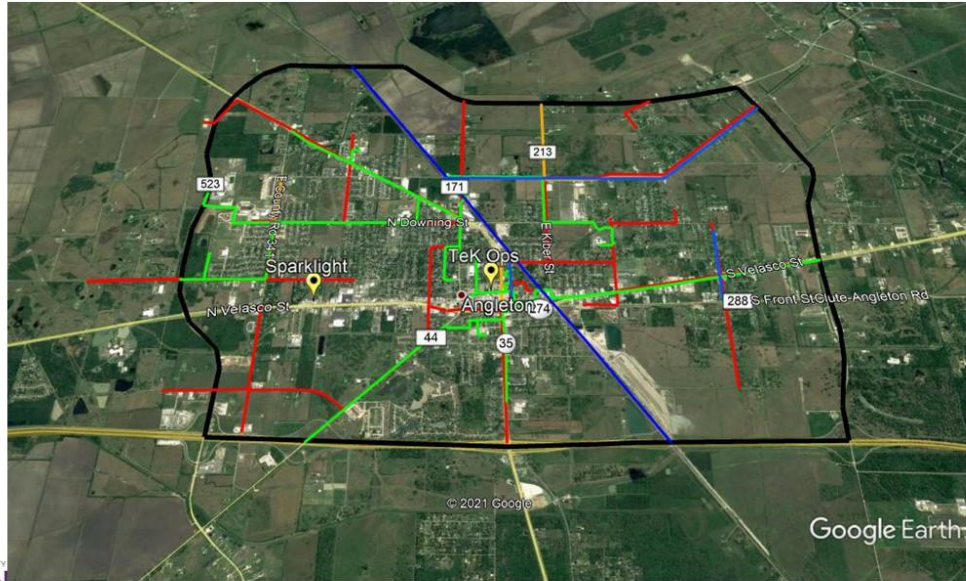
Broadband Initiative 2021



Within Angleton there are two traditional incumbent telephone and cable companies providing a large majority of the wireline (fiber optic, coaxial cable, Ethernet cable) based internet services. There are however two competitive fiber optic based providers, one with a more current and aggressive deployment plan, one recently being acquired by a large national brand. There is a third as well that has proposed connecting the community within the past 12 months.

Fiber optic based Service Providers

- Incumbent Telco
- Incumbent Cable
- Transmission Telco
- Competitive ISP

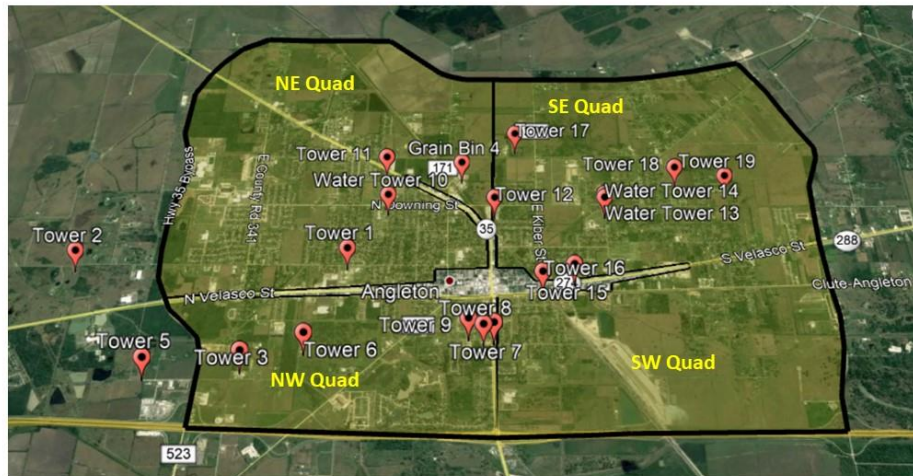


Broadband Initiative 2021



There are a number of wireless based Internet Service Providers (WISPs) on towers within Angleton but currently exhibit limited line of sight exposure to all areas/quadrants needed for ubiquitous coverage. Angleton also has an advantage of a locally owned and operated 4GLTE provider with enough presence to cover hard to reach areas of concentrated or un-concentrated user density.

Wireless Infrastructure

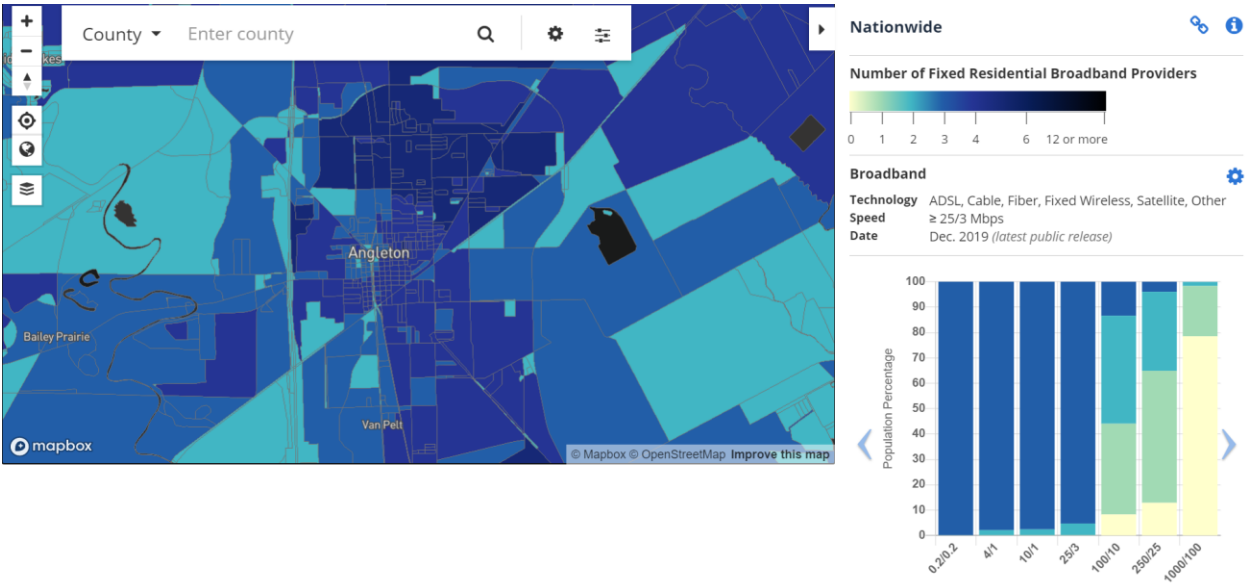


Broadband Initiative 2021



There is some sporadic municipal fiber that is aerial, is dated, and runs between a small number of sites in the downtown district. There is no coordinated plan in place for in house municipal infrastructure development.

According to leading broadband think-tank Broadband Now, Angleton and the surrounding areas have a mixed offering of service capabilities, most of which is about the 25x3Mb average set by the FCC.



% of population served			
Amarillo	98.0%		21 providers
Angleton	87.9%		16 providers
Arlington	100.0%		31 providers

<https://broadbandnow.com/Texas/Angleton?zip=77515>

With the above national and regional concepts as a basis, we established the following service categories for the Angleton Broadband Initiative:

- Basic Internet: typically 0 to 100Mbps asymmetrical, 20 to 50ms of latency/jitter (also referred to residential grade) @\$25 to \$75/Month

- Intermediate Internet: 100Mbps to 500Mbps asymmetrical or symmetrical, less than 10ms latency/jitter. (also referred to as Small Business grade, SMB) @\$75 to \$300/Month
- Commercial Internet: 500Mbps to 1Gb symmetrical, less than 10ms latency and jitter. (also referred to as carrier grade) @\$350 to \$1000/Month

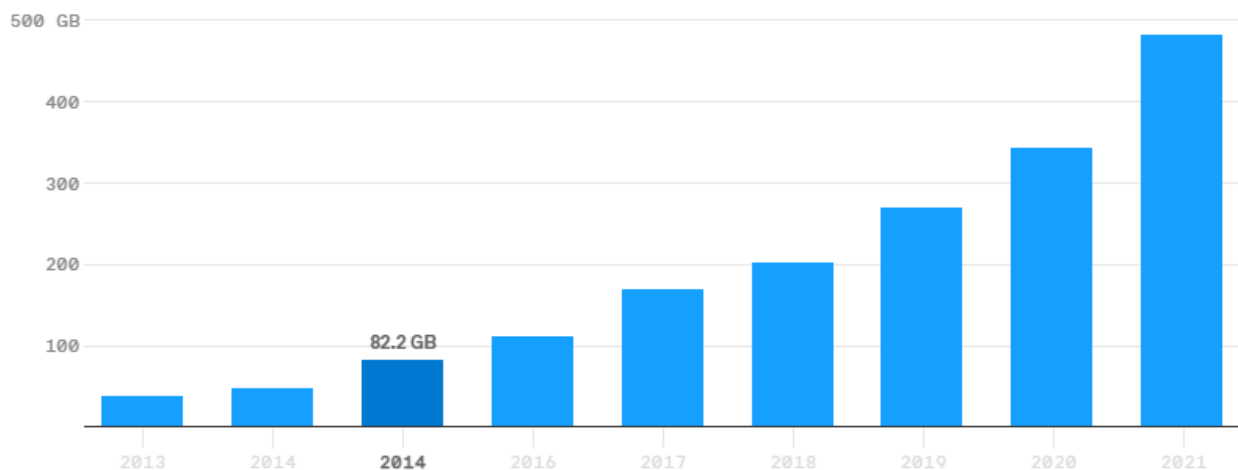
For a good idea on how much broadband do you need today to support your digital lifestyle visit: <https://broadbandnow.com/bandwidth-calculator>

Consumers

In broadband user terms Angleton is primarily a residential and retail community with minimal large broadband anchor tenants. Statistically, there are 19,410 residents in about 7530 households, with 57.2% owned vs. rented. (US Census 2019). A median age of 38.2, median household income of \$58,307 puts Angleton is right in the middle ground of typical broadband consumption demographics. The pandemic of course added a surge of up to 40% in 2020 according to OpenVault clocking in at 355Gb/yr. avg per household.

Average broadband consumption per household

Gigabytes consumed, downstream and upstream



Data: OpenVault; Chart: Will Chase/Axios

There are a number of new residential developments that have agreements in place with incumbent tele/cable providers. There are many legacy concentrated neighborhoods and above average dispersed residential user sites throughout all quadrants of the community.

Residential and Commercial User Areas

- Retail Districts
- Business Parks
- Non Concentrated Quadrants
- New Residential Developments

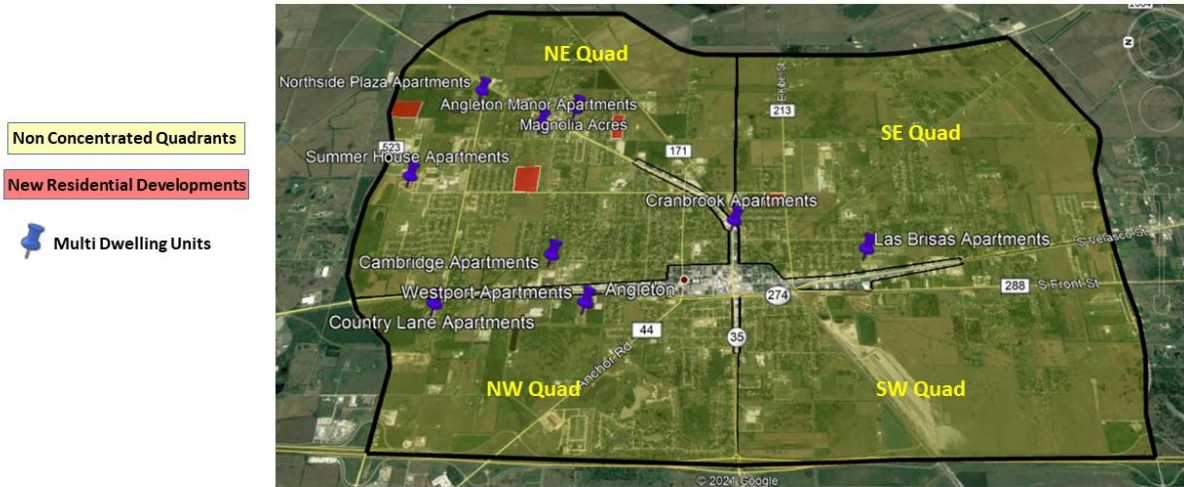


Broadband Initiative 2021



There are @9 multi dwelling facilities (MDUs) which primarily rely on incumbent telco and cable internet providers for service.

Residential Users

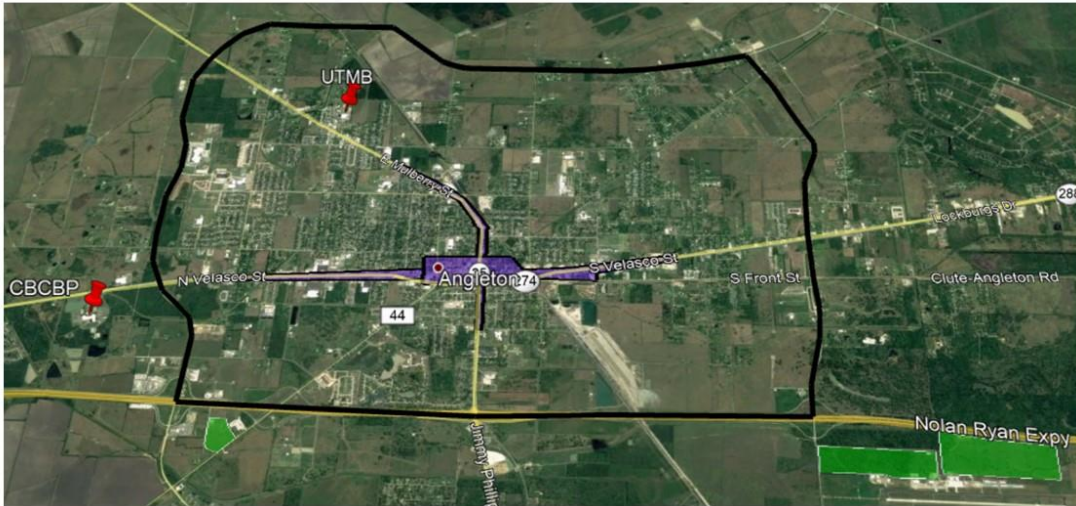


Broadband Initiative 2021



There are two larger commercial internet users who are being served by incumbent cable and competitive fiber providers. The two business parks are somewhat isolated and good targets for future infrastructure. The 4 retail districts and a targeted downtown district are primarily serviced by incumbent telephone and cable service providers with some Wireless Internet Service Provider subscriptions.

Commercial Broadband Users



Broadband Initiative 2021



Commercial Users, 1Gbs and up.

Retail Districts

Basic users, 100 Mbs and down

Business Parks

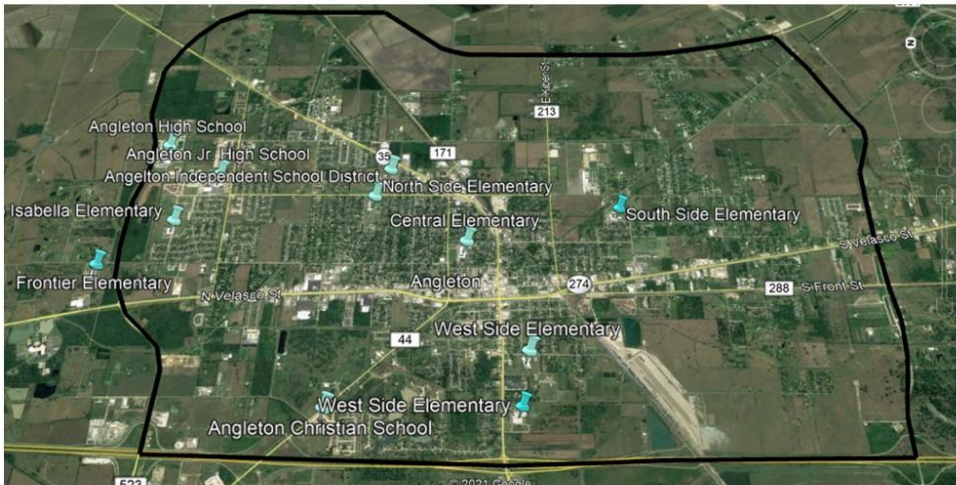
Intermediate Users, 100Mbs to 1Gbs.



Government and educational sites are taking a leading role and in the process of being served by one of the new competitive fiber service providers.

Schools

Schools 

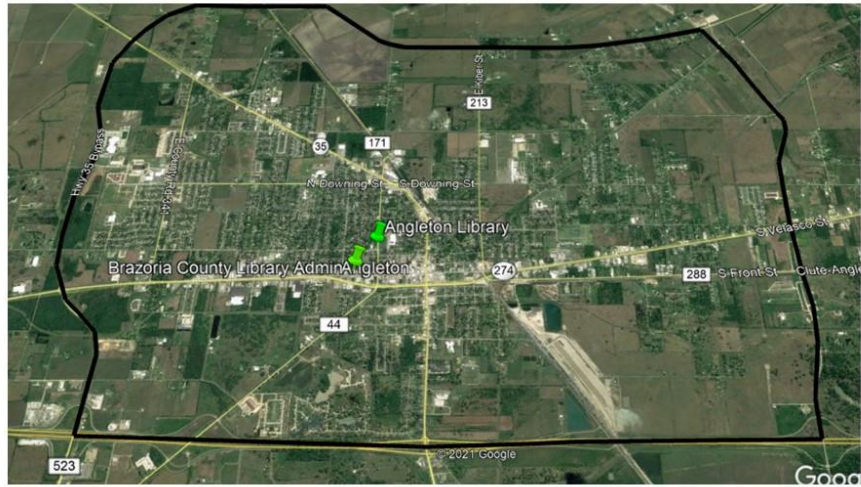


Broadband Initiative 2021



Libraries

Libraries 



Broadband Initiative 2021



Municipal Locations

City/County 



Broadband Initiative 2021



Strategies

To achieve the goal of ensuring long term access to sufficient quantity and quality of broadband services to all of Angleton's residents and businesses regardless of size or location, Angleton has a number of strategies it can employ in whole or in part.

After digging a layer or two deeper into the local broadband marketplace, it appears that Angleton has a number options moving forward after all. This is good considering initial conversations appeared to present a scenario of a community completely passed by and at the mercy of a couple selective incumbent carriers. Our service provider inventory proved that that many of the essential resources existed in quantity and quality of broadband service providers (almost 10). Their presence is either new and/or uncommunicated to the greater community and should be a part of any plan moving forward. Regardless, Angleton stands to benefit from being in the right place at the right time.

Engagement by community leadership could significantly benefit the progress of broadband maximization, how and where is up to them.

Angleton could follow a popular trend of many communities that go all in by installing fiber optic cable to businesses and residences. This aggressive move of "If you build it and they will come" would place the immense technical capabilities of fiber optic technologies directly into the distribution ecosystem of all categories and types of broadband services. With the current and impending federal funding sources, its financial burden could be supplemented if Angleton qualifies. Approximate costs to install a system to a majority of Angleton homes and businesses would be in the \$6Mil range and ensure that Angleton has the necessary base infrastructure to build on. Concerns would be:

- Minimal count of larger commercial users to anchor the ROI model,
- Undermine the growing capabilities of current competitive fiber and wireless providers,
- Two of the more competitive incumbent providers in the market have already contracted new high target residential builds affecting target ROI models,

- Current federal funding sources have pre qualifications on how many ISPs currently provide service to an area, most times just 1 is needed to qualify, Angleton appears to have @10.

Also, building a fiber optic distribution system affects the local marketplace but does not directly address the upstream transmission needed to get users out to the internet. Like water and electric, the source (upstream transmission) is as important as the distribution. Current providers have both as well as functioning front and back office management systems that Angleton would have to create or outsource. Both affecting an already reduced ROI model.

Again, nobody will ever scrutinize the technical advantages of fiber optic capabilities. Angleton also has an in house grant writer to pursue any and all funds available. Fiber is also a very popular buzz word in any social or political circle. However, with the resources that Angleton has available, it does not appear that it has to be forced into building an entire system from scratch and become an ISP to get the same, if not greater, results as those communities who chose to do so.

Even with the current competitive fiber and wireless providers growing capabilities, there appears to be some gaps in the digital bridges being created between them and consumers. The core business district is a very popular and very effective target to begin, as well as key community cross connects between service providers, transmission and distribution infrastructures. More information is needed from the stakeholders involved, but a moderate approach by community leaders to make key investments could be made to ensure that all the dots and lines are fully connected between all providers and consumers. With a solid core and many of the network to network hurdles removed, it would not be too hard or too risky to create a healthy multi carrier environment serving the needs of most residential and commercial consumers. This core could also significantly support current downtown revitalization efforts. High speed wireless internet is a required park and retail corridor feature as is a connected community "Hub", Co-working and/or tech café or Downtown Boutique Alleyway. A public facing facility not only provides a final catch all for any residents who simply cannot get sufficient internet at home, but also provides a visible emblem of the community's commitment to connectivity and a possible cross connect site. With

the need to establish a local tech committee to ensure minimum levels of communication exist, this could also be the base for marketing efforts of a future “Angleton-Net”.

At minimum, if Angleton was to simply let current natural market conditions prevail, it would see greater broadband options than years past. Competitive fiber providers are building and connecting, incumbent telco and cable providers are investing in new neighborhoods, and WISPs stand to benefit from both. This would be increased, possibly by a significant measure, if city leaders supported the conservative approach of enhancing the communication between providers and consumers. A basic tech council or chamber group as mentioned earlier could help bridge the communication gaps we experienced during the beginning of our study. Knowing what is provided and what is needed is very dynamic characteristic of the broadband market place, ensuring that the community is informed about the latest and greatest ensures they are in the know.

Based on our decades of experience in the ISP, carrier and community network markets, to minimize risk, maximize output and fully support this projects mission, we recommend in part or in whole the moderate approach at this time.

1. Initially establish a community Broadband Committee as part of the chamber or Economic Development Organizations to proof this report, unveil it and its targeted benefits to the community. Creating a mix of providers and consumers to collaborate ideas and concerns at least once a year will ensure that Angleton is on track and stays on track with its Broadband Goal.
2. Establish proper communication channels between the available broadband resources and the community outreach channels. Whether it be on the community website or in the welcome to Angleton welcome pages. Having information on how to get online to existing and potential businesses and residents supports good resource communication.
3. Establish a downtown connected space or district. Either a café, co-working space or the new alley concepts, having a community friendly place to get online creates a positive image and provides a

catch all to those needing high speed access but just can't get it where they live or work at the current time. Engage the local ISPs to support uplink, branding and engagement efforts.

4. Possibly using the Broadband space as the anchor, deploy fiber in the core business district even if it just connects popular park and social locales to begin offering high speed Wi-Fi internet zones to the community.
5. Through the work of the Broadband Committee, engage current and potential ISPs and large users to ensure that any critical cross connects between them or between transmission and distribution lines are addressed, possibly enabled by the City of Angleton.

In summary Angleton is in a position of growth in broadband terms. New providers and users are driving utilization and investment in all categories and all types of broadband generation and consumption. In contrast to the last decade, the next one has the right ingredients to meet the goals set. Fortunately, how fast they get achieved is something that city leaders do have some control of. It will be partially up to them to take Angleton to the next level of the new digital economy.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 8/10/2021

PREPARED BY: Megan Mainer, Director of Parks and Recreation

AGENDA CONTENT: Discussion and possible action on final Gateway Master Plan presented by Clark Condon.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: 45,000 **FUNDS REQUESTED:** NA

FUND: 13-500-605

EXECUTIVE SUMMARY:

In 2019, the Keep Angleton Beautiful Commission (KAB) budgeted for a Gateway Master Plan to help guide motorists into the community through entrance signs and landscaping. Since the City's Corporate ID package was finalized in March 2021, the KAB Commission began working towards finalizing this project with Clark Condon, the selected firm for this project.

Clark Condon developed several sign families based on information collected in 2019 and presented designs to the Keep Angleton Beautiful Commission, on April 26, 2021, for input so signage family options could be reduced to a smaller number.

On May 11, staff presented the same presentation and Keep Angleton Beautiful Commission's comments to City Council for additional input.

Staff held a town hall meeting, on May 24, 2021, for public and stakeholder feedback revolved around the Gateway Master Plan and signage family concepts.

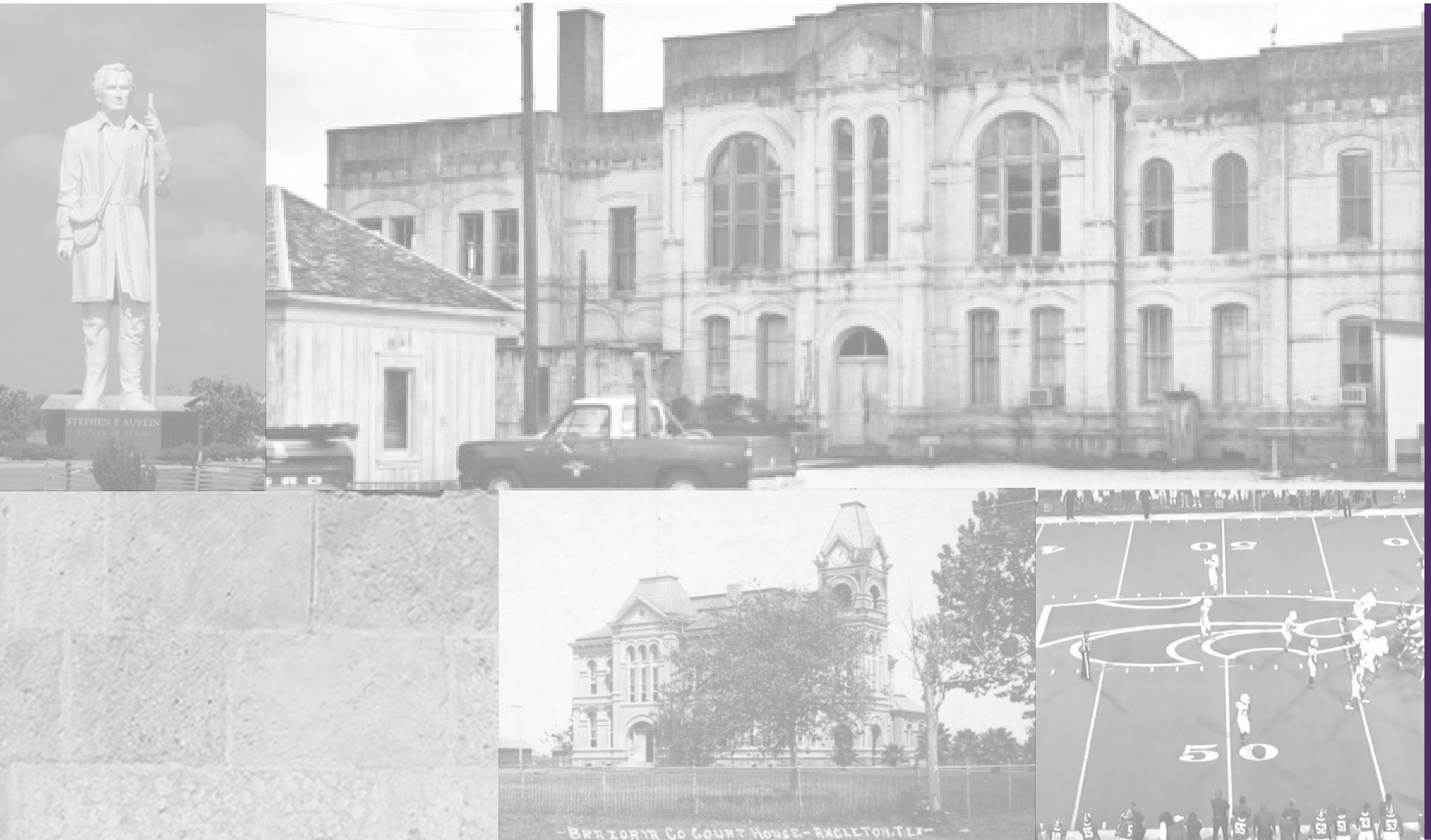
Clark Condon made revisions to the Gateway Master Plan and revisions were shared with City Council, on June 9, 2021, with no additional feedback.

On July 26, 2021, Clark Condon presented the final Gateway Master Plan with two font color options. Keep Angleton Beautiful Commission approved the final Gateway Master Plan with the following changes: Black lettering on sign types A, B and E, purple back lighting, and full sandstone structure, lighting applications to be determined for sign type B after SH288 expansion, and purple lettering for sign types D and F.

Clark Condon completed the final Gateway Master Plan enclosed for review and adoption.

RECOMMENDATION:

Staff recommends City Council approve the final Gateway Master Plan.



GATEWAYS & IDENTITY
MASTER PLAN



minor design

CLARK CONDON

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INTRODUCTION

THE HEART OF BRAZORIA COUNTY

The City of Angleton has initiated this project to develop a gateway, identity, and wayfinding signage program with the new corporate brand and city's history in mind. This effort supports the city's economic growth, downtown revitalization, and population increase by improving public spaces, increasing visibility, and enhancing the public realm. Angleton's rich, deep-rooted history, and excitement for the future are the driving forces behind the proposed design concept history. The community's strength and spirit was originally captured in the previous tagline, "Where the Heart is". This was a key component to the city's new brand and is reflected in the new signage types. As the county seat for Brazoria County, Angleton looks to capitalize on the increase of visitors, travelers, and residential development making their way through the city and to the downtown core destinations. As part of the city's re-brand, a new tagline emerged titled, "The Heart of Brazoria County", which encapsulates the importance of the city's history and hope for the future. The signage in this plan captures the mission to recognize the importance of the past while looking to the future. The family of structures in this master plan allow for flexibility and application throughout the city while creating a sense of place for the community.





PROCESS & TIMELINE

STREET SCENE

historictexas.net

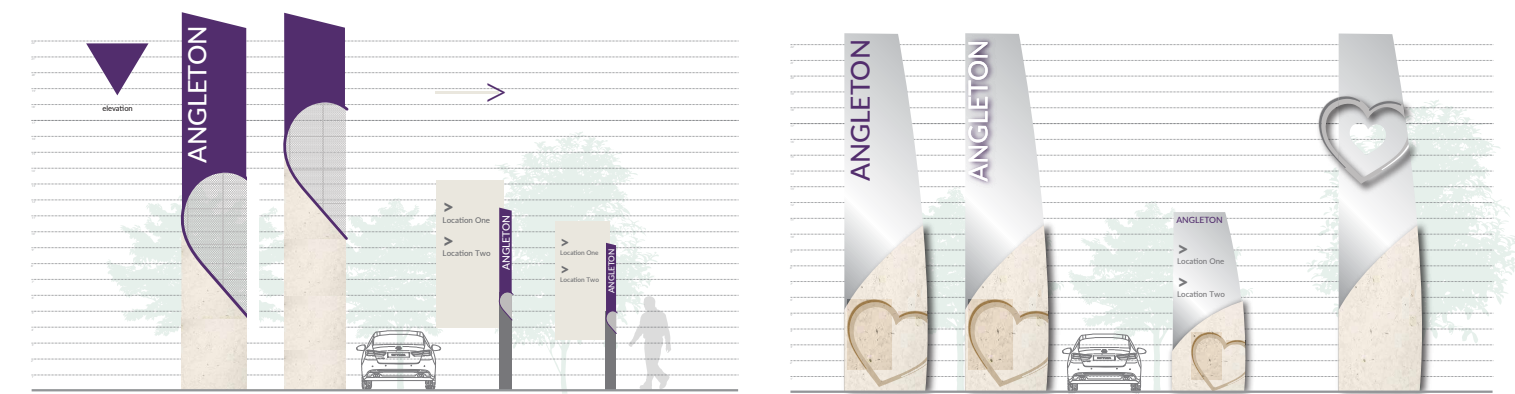
ANGLETON, TEX.

GATEWAY SIGNAGE & IDENTITY PROJECT

The City of Angleton initiated a Strategic Plan in April of 2018 with a mission to respect the city’s heritage and deliver an essential municipal service, building and maintaining public infrastructure, while thoughtfully managing growth and promoting economic vitality to enhance the residents’ quality of life. As part of this plan, a series of seven strategic objectives were listed as specific projects with key actions to achieve the overall goal for Angleton; Lead the region as the ideal hometown to live, work, play, and retire. Of the strategic objectives, item three plans to enhance the local economy through several action items. The first item under objective 3.1 is to define and market a compelling brand for the City of Angleton. To achieve this action item, the city and Keep Angleton Beautiful selected Clark Condon Landscape Architecture and team in early 2019 to provide a Gateway Signage Program for the City of Angleton. Clark Condon was selected based on a rigorous Request for Qualification (RFQ) process that included a scoring evaluation, presentation, and interview. The project began in late 2019 in tandem with the development of the corporate brand for the city.

As a key component of the Gateway Signage project, the new brand was selected and vetted throughout 2020 resulting in the final corporate brand included in this plan that was finalized in March of 2021. Upon final acceptance of a city brand, the signage and identity portion of the project commenced. The following booklet is a timeline with the feedback and actions taken to arrive at the final signage family presented here in this master plan. In April 2021, the design team presented separately to city council and the Keep Angleton Beautiful (KAB) board, which included public attendance and participation.

The council presentation discussed next steps of the signage portion of the project. The KAB meeting was the first time several concept families for the gateways and signage program were presented. During the public meeting, the design team presented historical data relative to the city and the existing identity that supported the design options presented. Eight signage families, some with variations, were presented and discussed with the group. Each family had a range of signage types from large gateway monumentation and destination signage, to pedestrian and vehicular wayfinding, and banner-type signs. As part of the discussion, potential locations were discussed and compared to similar projects with precedent imagery shown for context. The meeting and discussions resulted in the board and public in attendance to vote in favor of the preferred direction. Versions 5 and 7 received votes, but version 6 received the majority. Although version 6 was the preferred direction, various comments included additions to the family; review of the lighting options; color review to ensure use of their signature purple; utilization of the heart; and to consider the use of other materials and warmer colors.



Families with the highest vote totals from April KAB meeting. Version 5 (left) and version 6 (right).

GATEWAY SIGNAGE & IDENTITY PROJECT

The design team presented again to the KAB board in May 2021 via a town hall session broadcast on Facebook Live. This was the second in a series of presentations made to review the development of the signage family for the City of Angleton. In this review, three options were presented with various options, which were based on feedback from the previous meetings. The majority of the discussion centered around materiality, use of the heart, and lighting. At the conclusion of this session, three of the option variations received votes, including version 1A, 2B and 3B. Overwhelmingly, Version 3B received the most votes, therefore the group agreed to move forward with this version. In June 2021, the design team prepared a draft of the Gateway & Identity Master Plan booklet encompassing the comments

and feedback received throughout the process to the city staff for review and comments. The draft included information on the existing conditions throughout the city, the approved corporate brand, the updated signage family, and supporting rendering imagery. The final draft of the Master Plan, including all comments and feedback, will go to the KAB board for approval in July 2021. This final draft includes additional information to support the future implementation phase of the signage program, including the addition of chapters, budget numbers, supporting landscape treatments, property ownership, and potential partnerships. Upon approval from KAB, the goal will be to present to city council for approval and adoption.



Family 3B selected during the May 2021 meeting.












Final City of Angleton Gateway & Signage family.

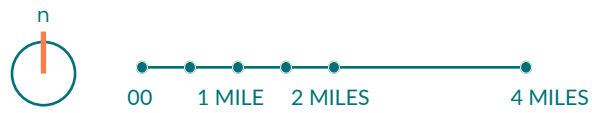
MO PAC DEPOT
ANGLETON, TEXAS



EXISTING CONDITIONS

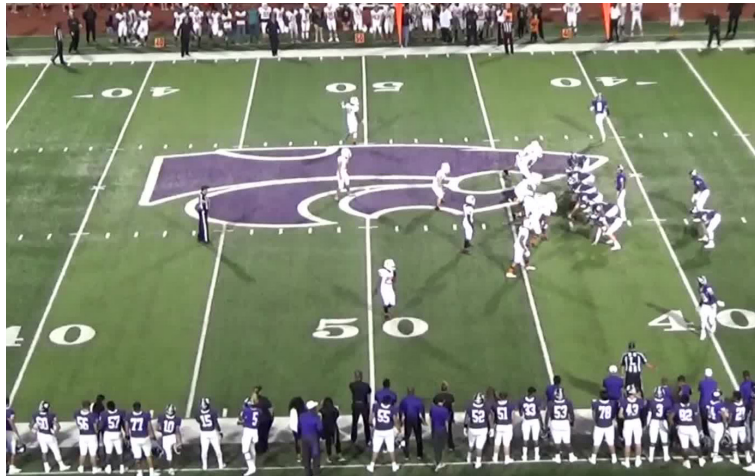
LEGEND

-  CITY OF ANGLETON BOUNDARY
-  MAJOR THOROUGHFARE
-  COLLECTOR ROAD
-  CREEK
-  RAILROAD
-  HISTORIC DISTRICT
-  1 LARGE HEART MONUMENT
-  2 HEART GATEWAY MONUMENT
-  3 HEART INFORMATION MONUMENT

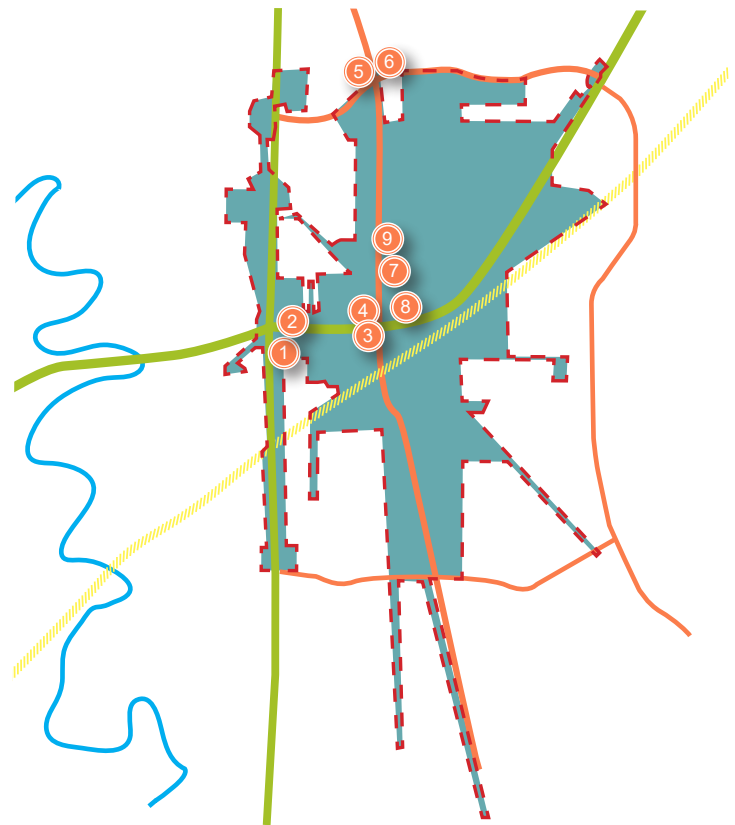


As part of the City of Angleton’s deep history, the heart has become a focal point for the residents. Sculptures depicting the heart were erected throughout the city to capture the community’s spirit. The diagram to the right documents the current locations of the heart sculptures. This plan seeks to build upon those icons by utilizing them in locations that can be more interactive. The strategic placement of the monuments will pay homage to the past sculptures while capturing the spirit of the future.





From the historic downtown to the new court house building, the City of Angleton has a rich history. The above images help gauge the character of the city and the environment. From materials, colors, and landmarks, these items provide inspiration and the ability to expand the branding and signage throughout the city limits.



- LEGEND** SCALE: NTS
- CITY OF ANGLETON BOUNDARY
 - MAJOR THOROUGHFARE
 - COLLECTOR ROAD
 - CREEK
 - RAILROAD
 - HISTORIC DISTRICT
 - 1 HEART GATEWAY MONUMENT - SH 288 & SH 35
 - 2 HEART GATEWAY MONUMENT - SH 288 & SH 35
 - 3 BANNER GRAPHICS - SH 35 & LOOP 274
 - 4 BANNER GRAPHICS - SH 35 & LOOP 274
 - 5 HEART GATEWAY MONUMENT - FM 523 & N. VELASCO ST.
 - 6 HEART GATEWAY MONUMENT - FM 523 & N. VELASCO ST.
 - 7 LARGE HEART MONUMENT - N. FRONT ST. & W. MAGNOLIA ST.
 - 8 INFORMATION HEART MONUMENT - LOOP 274 & WILKINS ST.
 - 9 GRAPHIC MONUMENTATION - BRAZORIA COUNTY COURTHOUSE



The images above illustrate the city's current branding, signage, and gateway monumentation. The heart is an iconic mark for the city, therefore, the location, visibility, scale, and consistency of the message is critical to a successful gateway and wayfinding signage program. The re-imagining of the hearts as sculptures, and not signage, will enhance the sense of place for locations such as downtown, parks, and other public venues. The goal of the new Gateway and Wayfinding Signage Master Plan expands on the previous iconic hearts while creating a consistent and cohesive plan that focuses on the designation, location, and messaging throughout the city.



CORPORATE BRAND & MATERIALITY

City of Angleton Brand Standards

Official color palette



PMS
Purple 269C

CMYK
C=81, M=96, Y=26, K=13

RGB
R=82, G=45, B=109

HEX
HTML #512D6D



PMS
Cool Gray 9

CMYK
C=48, M=41, Y=41, K=16

RGB
R=125, G=124, B=124

HEX
HTML #75787B



*PMS
877C Metallic Silver

*PMS
Cool Gray 4

CMYK
C=24, M=17, Y=15, K=0

RGB
R=187, G=188, B=188

HEX
HTML #BBBCBC



BLACK

CMYK
0, 0, 0, 100

RGB
R=0, G=0, B=0

HEX
HTML #000000



WHITE

CMYK
0, 0, 0, 0

RGB
R=255, G=255, B=255

HEX
HTML #FFFFFF

*Whenever possible, use metallic silver for the main body of the heart. If metallic is not available, use PMS color Cool Gray 4.



Where the Heart is

- » Beautiful
- » Environmentally Responsible
- » Education
- » History
- » Wildlife
- » Tourism

The information provided above are excerpts from the City of Angleton Brand Standards Package V1.0 dated February 2021.

THEME IMAGERY



SIGNAGE MATERIALITY



STONE VENEER TYPE 1: CHEROKEE BLEND, TUMBLED



STONE VENEER TYPE 2: CREAM LIME-STONE



PAINTED METAL: SILVER (METAL CABINETS)



PAINTED METAL: PURPLE (ACCENT PIECES)



REVERSE CHANNEL LETTERING WITH LIGHTING



VINYL LETTER BANNER PROGRAM

Along with consistency in messaging, a consistent theme of materials will create a sense of familiarity and recognition within the graphic artwork, monuments, and signage.



- A** Production Notes - Version 1
1. Double Sided
 2. Illumination - Reverse Channel: Heart & Copy (Lettering).
 3. Stone Veneer - cream limestone & stone veneer base
 4. Painted aluminum cabinets & structural elements (silver)
 5. Concrete footing & mow guard, lighted column base & sides.

SIDE VIEW

- C** Production Notes
1. Digital printed vinyl banners attached to new or existing pole armatures

- D** Production Notes
1. Double Sided
 2. Non-illuminated
 3. Stone veneer base
 4. Painted aluminum cabinet (cream). Aluminum structural elements painted (silver)
 5. Copy applied vinyl (purple)
 6. Concrete footing & mow guard

- E** Production Notes
1. Single Sided
 2. Illuminated with push through acrylic letters with internal LED light box (purple). (optional non-illuminated)
 3. Stone veneer base
 4. Painted aluminum cabinet (cream). Aluminum structural elements painted (silver)
 5. Pin mounted cut aluminum pin numerals (address)
 6. Concrete footing & mow guard

- F** Production Notes
Same as Type D

- B** Production Notes
Similar as Type A without "Angleton". Sign is scalable depending on final location. Sign could range from 24-40' in height. Purple side elements.

TREES



MEXICAN PLUM
PRUNUS MEXICANA



POSSUMHAW HOLLY
ILEX DECIDUA



NATCHEZ CRAPE MYRTLE
LAGERSTROEMIA FAIRIEI 'NATCHEZ'



CEDAR ELM
ULMUS CRASSIFOLIA



SOUTHERN WAX MYRTLE
MYRICA CERIFERA



AMERICAN SYCAMORE
PLATANUS OCCIDENTALIS



LIVE OAK
QUERCUS VIRGINIANA



SHUMARD OAK
QUERCUS SHUMARDII



WATER OAK
QUERCUS NIGRA



AMERICAN ELM
ULMUS AMERICANA

SHRUBS & GROUNDCOVER



FLAME ACANTHUS
ANISACANTHUS QUADRIFIDUS
'WRIGHTII'



LILAC CHASTETREE
VITEX AGNUS CASTUS



SUNSHINE LIGUSTRUM
LIGUSTRUM SINESE



BICOLOR IRIS
DIETES BICOLOR



MEXICAN BUSH SAGE
SALVIA LEUCANTHA

ORNAMENTAL GRASSES



TEXAS LANTANA
LANTANA URTICOIDES



SANDY LEAF FIG IVY
FICUS TIKOUA



GULF COAST MUHLY
MUHLENBERGIA CAPILLARIS

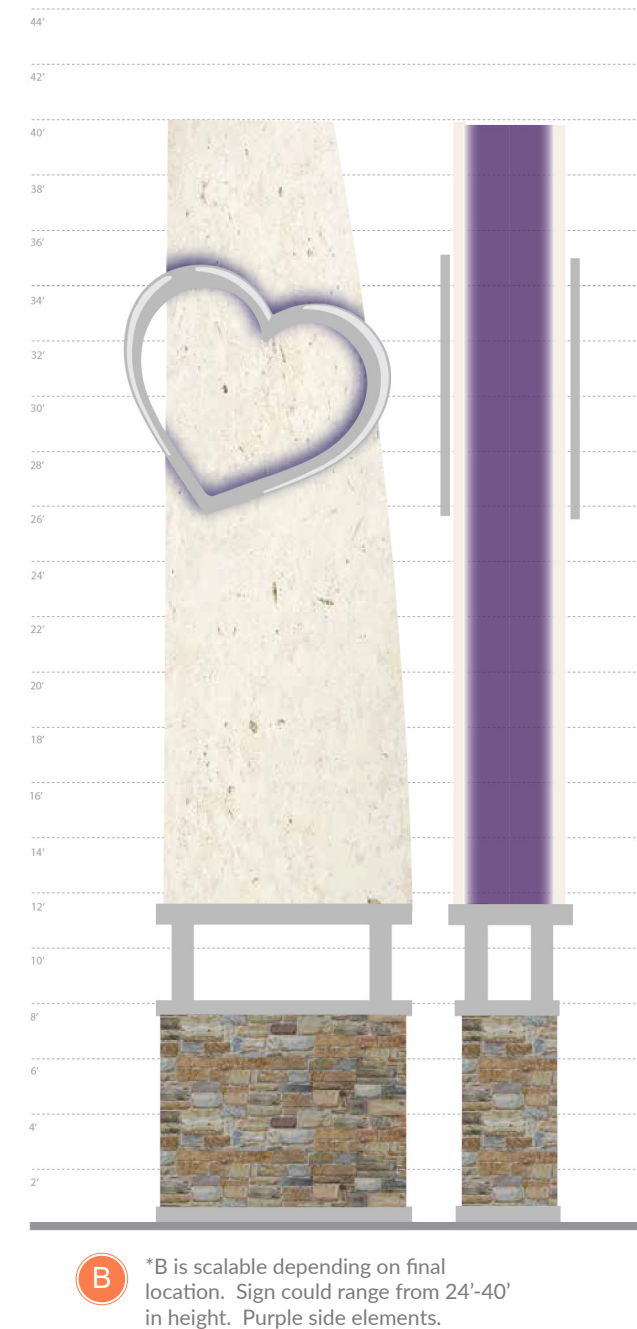


CHINESE SILVER GRASS
GRACILLIMUS MISCANTHUS












SIGNAGE FAMILY & LOCATIONS

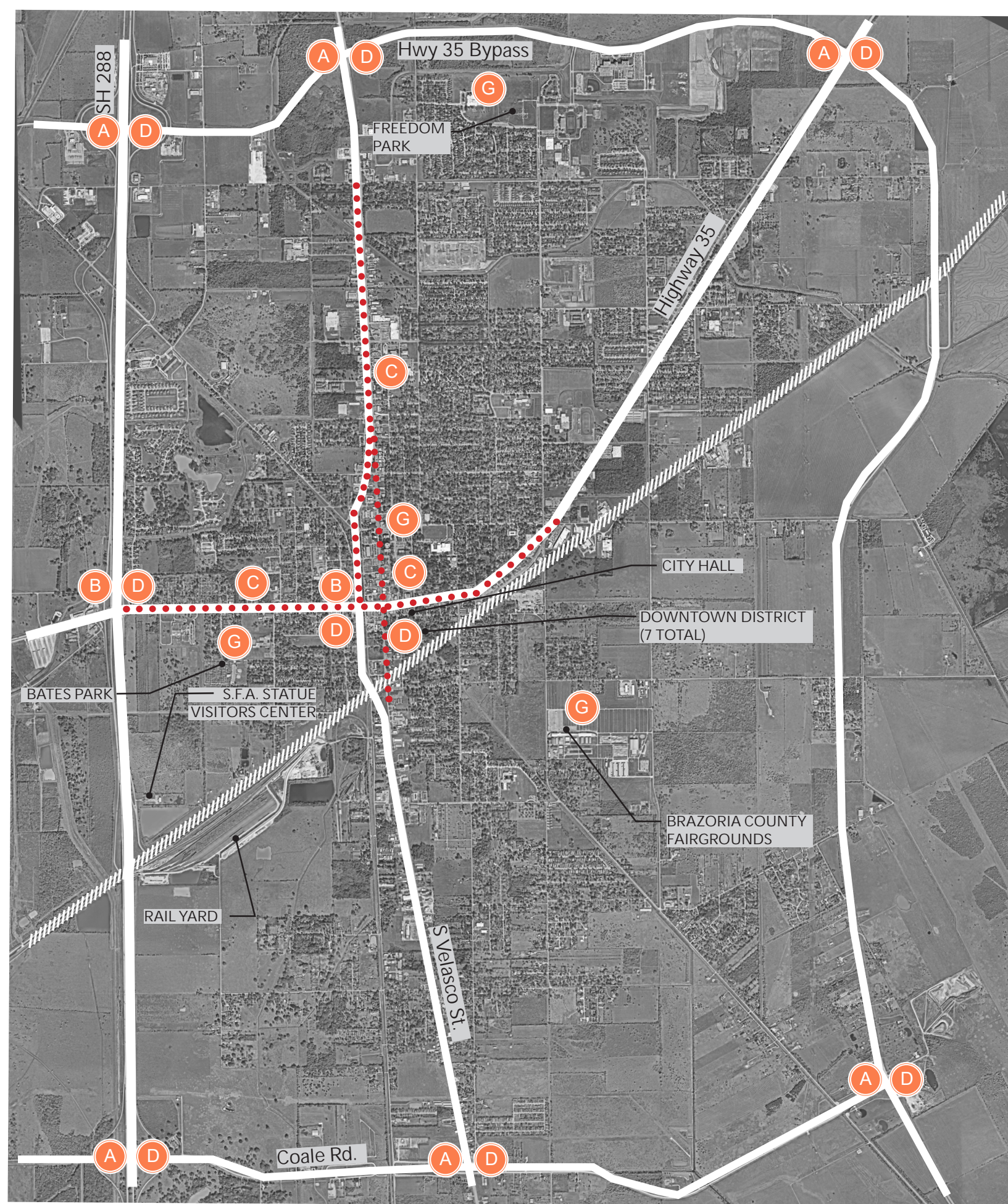
The family below represents the spirit and history of the City of Angleton. The Heart of Brazoria County prevails as an iconic and consistent element across the signage family. From the larger highway monumentation down to the destination signage, Angleton remains true to its values and brand. The selected materials maintain a consistent theme and mirror textures and elements used throughout the city.



LEGEND

-  CITY OF ANGLETON BOUNDARY
-  MAJOR THOROUGHFARE/COLLECTOR ROAD
-  RAILROAD
-  PRIMARY MONUMENTATION
-  SECONDARY MONUMENTATION
-  STREET BANNER PROGRAM
-  PRIMARY DIRECTIONAL SIGNAGE
-  DESTINATION SIGNAGE
-  SECONDARY DIRECTIONAL SIGNAGE
-  POTENTIAL LOCATIONS FOR EXISTING HEART SCULPTURES
-  BANNER PROGRAM:
SH 288 - E. CEDAR ST. ALONG HWY 35
N. VELASCO ST. & S. VELASCO ST.
(DOWNTOWN DISTRICT)
LOOP 274 & HWY 35
CR 341 - HWY 35 ALONG BUS 288











Once the signage family is developed, the next key decision is location and placement of each signage type. The diagram to the right indicates the location for each sign type around the City of Angleton. From the banner program to the large-scale gateway monumentation, these locations will provide consistent branding and wayfinding the city needs for visitors and residents. The large-scale gateways are strategically located along the perimeter of the city at major entry points to welcome visitors and residents alike. The remainder of the signage types will reinforce the message and provide wayfinding throughout the city.



F PEDESTRIAN DIRECTIONAL SIGNAGE SHALL HAVE ITS ORIGINS IN THE DOWNTOWN AREA AND COINCIDE WITH THE AREA DESIGNATED AS PART OF THE LIVABLE CENTERS STUDY.




LEGEND

-  CITY OF ANGLETON BOUNDARY
-  MAJOR THOROUGHFARE/COLLECTOR ROAD
-  RAILROAD
-  PRIMARY MONUMENTATION
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-  SECONDARY DIRECTIONAL SIGNAGE
-  POTENTIAL LOCATIONS FOR EXISTING HEART SCULPTURES
-
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- SH 288 - E. CEDAR ST. ALONG HWY 35
- N. VELASCO ST. & S. VELASCO ST. (DOWNTOWN DISTRICT)
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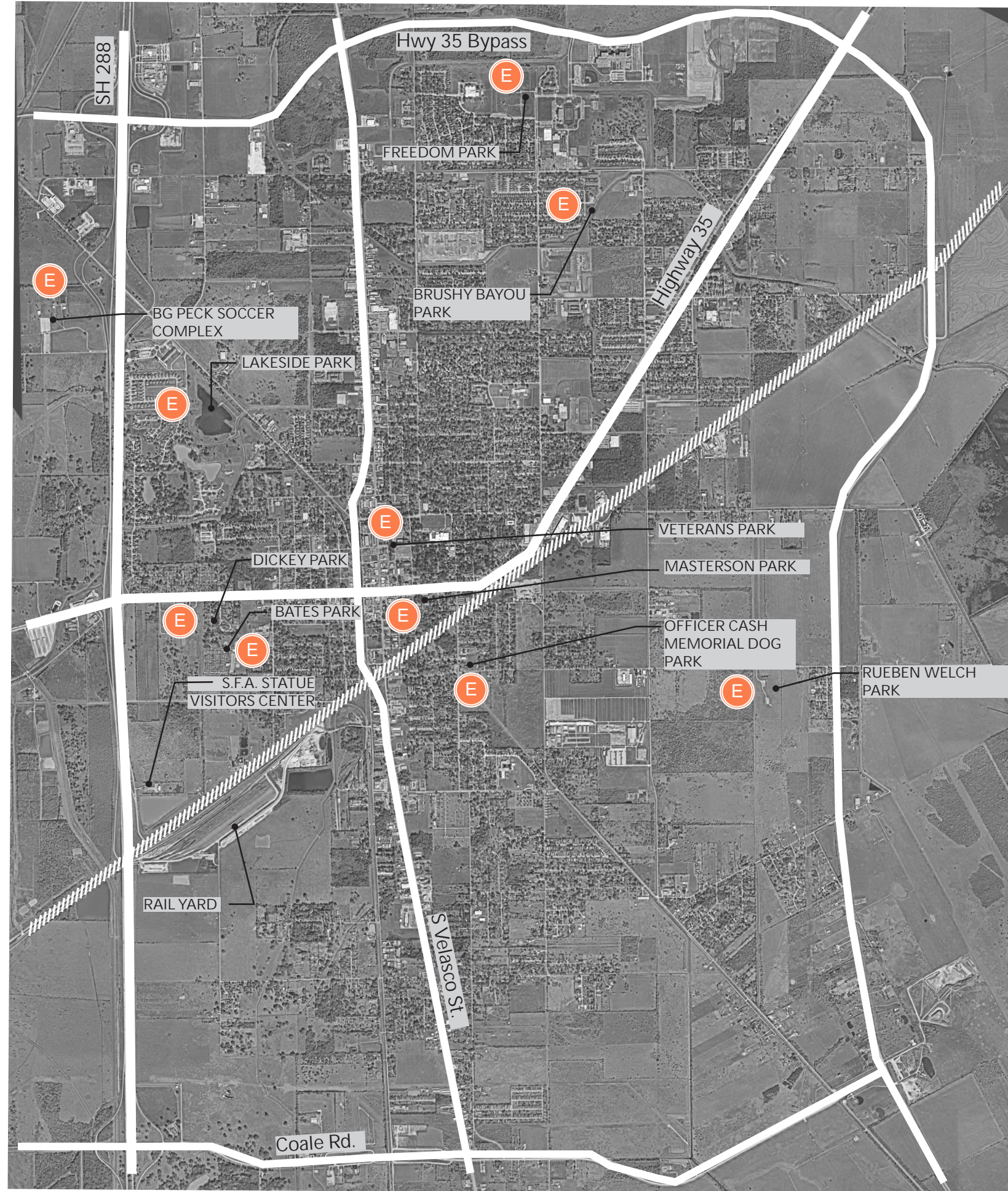
 PEDESTRIAN DIRECTIONAL SIGNAGE SHALL HAVE ITS ORIGINS IN THE DOWNTOWN AREA AND COINCIDE WITH THE AREA DESIGNATED AS PART OF THE LIVABLE CENTERS STUDY.




LEGEND

-  CITY OF ANGLETON BOUNDARY
-  MAJOR THOROUGHFARE/COLLECTOR ROAD
-  RAILROAD
-  PRIMARY MONUMENTATION
-  SECONDARY MONUMENTATION
-  STREET BANNER PROGRAM
-  PRIMARY DIRECTIONAL SIGNAGE
-  DESTINATION SIGNAGE
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CR 341 - HWY 35 ALONG BUS 288

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 PEDESTRIAN DIRECTIONAL SIGNAGE SHALL HAVE ITS ORIGINS IN THE DOWNTOWN AREA AND COINCIDE WITH THE AREA DESIGNATED AS PART OF THE LIVABLE CENTERS STUDY.



City of Angleton Branding

Master Plan - Signage Location

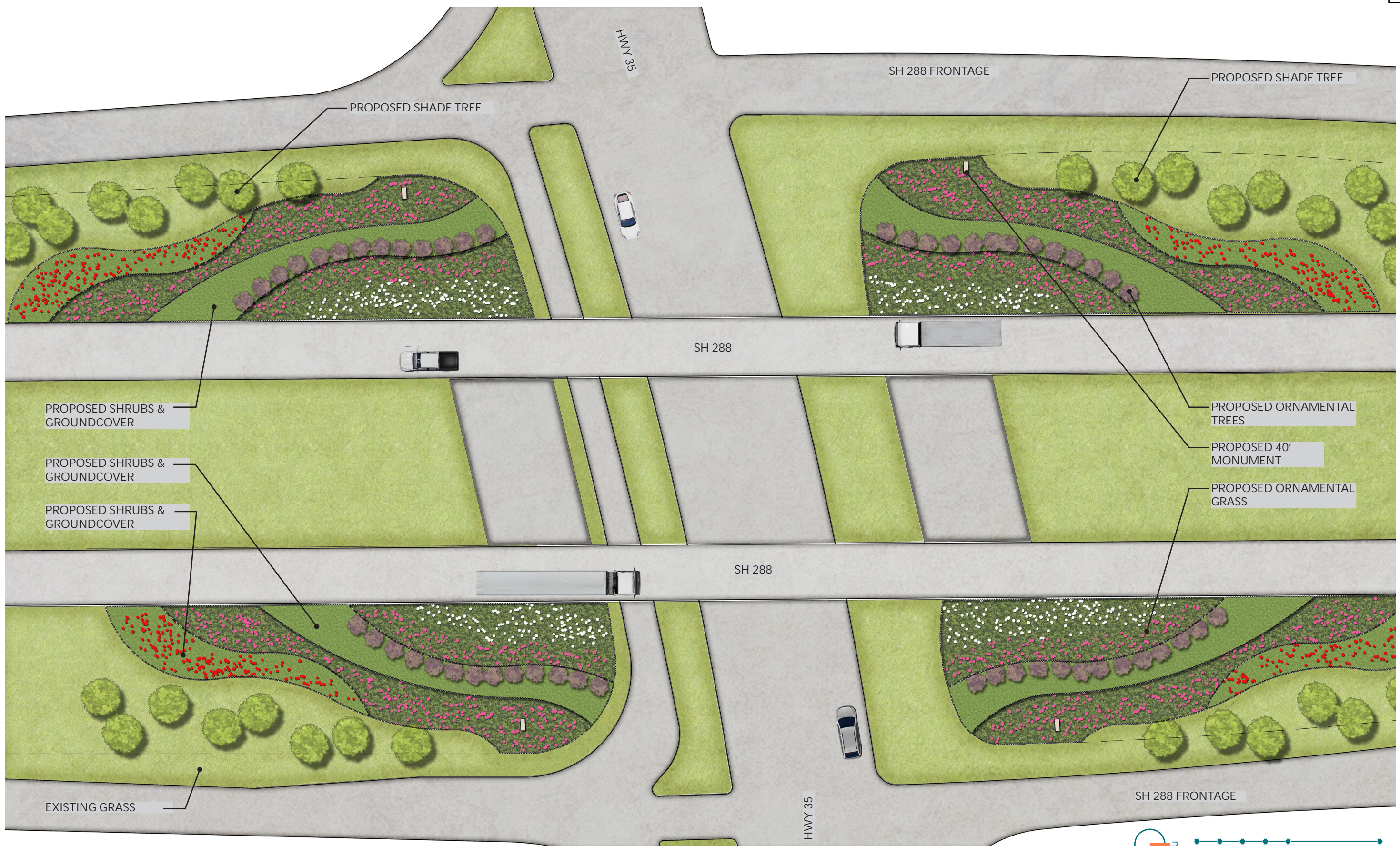
Sign Type	Location	Description	Address	Misc.
A	SH 288 & HWY 35	Major intersection to grab the attention of travelers along HWY 35 & SH 288		Within City Limits, TxDOT ROW
A	HWY 35 & Loop 274	Major intersection within the downtown area.		Within City Limits, TxDOT ROW
A	S. Velasco St. & Coale Rd.	Key Location for travelers coming into town from the South along S. Velasco St.		North side of Intersection is in Angleton City Limits, TxDOT ROW, Private Property
A	Coale Rd. & HWY 35 Bypass	Key Location for travelers coming into town from the South along HWY 35 Bypass		TxDOT ROW, County Property
A	HWY 35 & HWY 35 Bypass	Key Location for travelers coming into town from the East along HWY 35		Within City Limits, TxDOT ROW
A	N. Velasco St. & HWY 35 Bypass	Key Location for travelers coming into town from the North along N. Velasco St.		South side of intersection within City Limits, TxDOT ROW
B	SH 288 & HWY 35 BYPASS	Key location on the North side of Angleton. First time travelers will enter Angleton. Grand statement at this location.		Within City Limits, TxDOT ROW
B	SH 288 & COALE RD.	Key location on the South side of Angleton. First time travelers will enter Angleton. Grand statement at this location.		North side of Intersection is in Angleton City Limits, TxDOT ROW
C	HWY 35	Both sides of Hwy 35 from SH 288 into Downtown		Within City Limits, TxDOT ROW
C	Downtown District	Various locations to enhance the Downtown Area		City Limits
C	Loop 274 & HWY 35	Existing Banner Program		Within City Limits, TxDOT ROW
C	Shipley's & Loop 274	Existing Banner Program		City Limits
C	Business 288	Existing Banner Program at TDECU Bank		Within City Limits, TxDOT ROW
D	SH 288 & HWY 35 Bypass	Double sided, not-illuminated		Within City Limits, TxDOT ROW
D	SH 28 & Coale Rd.	Double sided, not-illuminated		North side of Intersection is in Angleton City Limits, TxDOT ROW
D	S. Velasco St. & Coale Rd.	Double sided, not-illuminated		North side of Intersection is in Angleton City Limits, TxDOT ROW
D	Coale Rd. & HWY 35 Bypass	Double sided, not-illuminated		TxDOT ROW, County Property
D	HWY 35 & HWY 35 Bypass	Double sided, not-illuminated		Within City Limits, TxDOT ROW
D	N. Velasco St. & HWY 35 Bypass	Double sided, not-illuminated		South side of intersection within City Limits, TxDOT ROW

City of Angleton Branding

Master Plan - Signage Location

Esign Type	Location	Description	Address	Misc.
D	SH 288 & HWY 35	Double sided, not-illuminated		Within City Limts, TxDOT ROW
D	HWY 35 & N. Velasco St.	Double sided, not-illuminated		Within City Limts, TxDOT ROW
D	Downtown District	Double sided, not-illuminated		Within City Limts, TxDOT ROW
E	Angleton Fire Department No. 1	Internal Illumination Option	221 N Chenango Street, Angleton, TX 77515	City of Angleton Property
E	Angleton Fire Department No. 2	Internal Illumination Option		City of Angleton Property
E	Angleton Fire Department No. 3	Internal Illumination Option	2743 N Velasco, Angleton, TX 77515	City of Angleton Property
E	Angleton Police Department	Internal Illumination Option	104 Cannan Dr, Angleton, TX 77515	City of Angleton Property
E	Angleton Recreation Center	Internal Illumination Option	1601 N Valderas, Angleton, TX 77515	City of Angleton Property
E	Angleton City Hall	Internal Illumination Option	121 S Velasco St, Angleton, TX 77515	City of Angleton Property
E	Angleton Animal Control	Internal Illumination Option	535 S Anderson St, Angleton, TX 77515	City of Angleton Property
E	Angleton Service Center	Internal Illumination Option	901 S Velasco, Angleton, TX 77515	City of Angleton Property
E	Angleton Waste Water Treatment Plant	Internal Illumination Option	501 Sebesta Road, Angleton, TX 77515	City of Angleton Property
E	Dickey Park	Non-Internal Illumination	813 W Mulberry St, Angleton, TX 77515	City of Angleton Property
E	Lakeside Park	Non-Internal Illumination	County Rd 44, Angleton, TX 77515	City of Angleton Property
E	Freedom Park	Non-Internal Illumination	3105 N Downing St, Angleton, TX 77515	City of Angleton Property
E	Veterans Park	Non-Internal Illumination	115 E Magnolia St, Angleton, TX 77515	City of Angleton Property
E	Masterson Park	Non-Internal Illumination	101 S Arcola St, Angleton, TX 77515	City of Angleton Property
E	Officer Cash Memorial Dog Park	Non-Internal Illumination	535 S Anderson St, Angleton, TX 77515	City of Angleton Property
E	Rueben Welch Park	Non-Internal Illumination	2198 E Kiber St, Angleton, TX 77515	City of Angleton Property
E	Bates Park	Non-Internal Illumination	700 Bates, Park Rd, Angleton, TX 7751	City of Angleton Property
E	BG Peck Soccer Complex	Non-Internal Illumination	709 Kelly Blvd, Angleton, TX 77515	City of Angleton Property
E	Brushy Bayou Park	Non-Internal Illumination	100 Meadow Creek Rd, Angleton, TX 77515	City of Angleton Property







EXISTING GRASS

EXISTING TREES

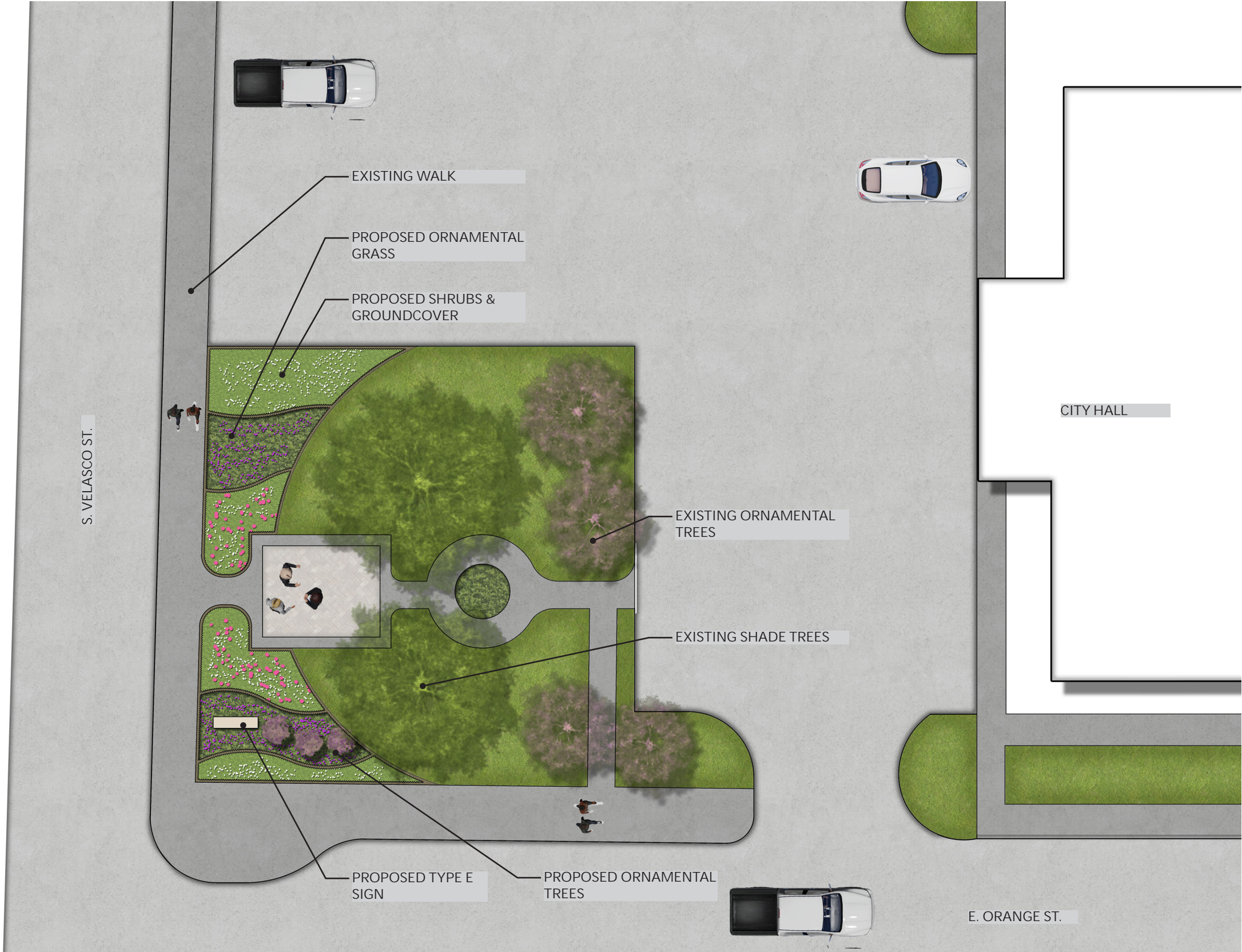
PROPOSED SHRUBS & GROUNDCOVER

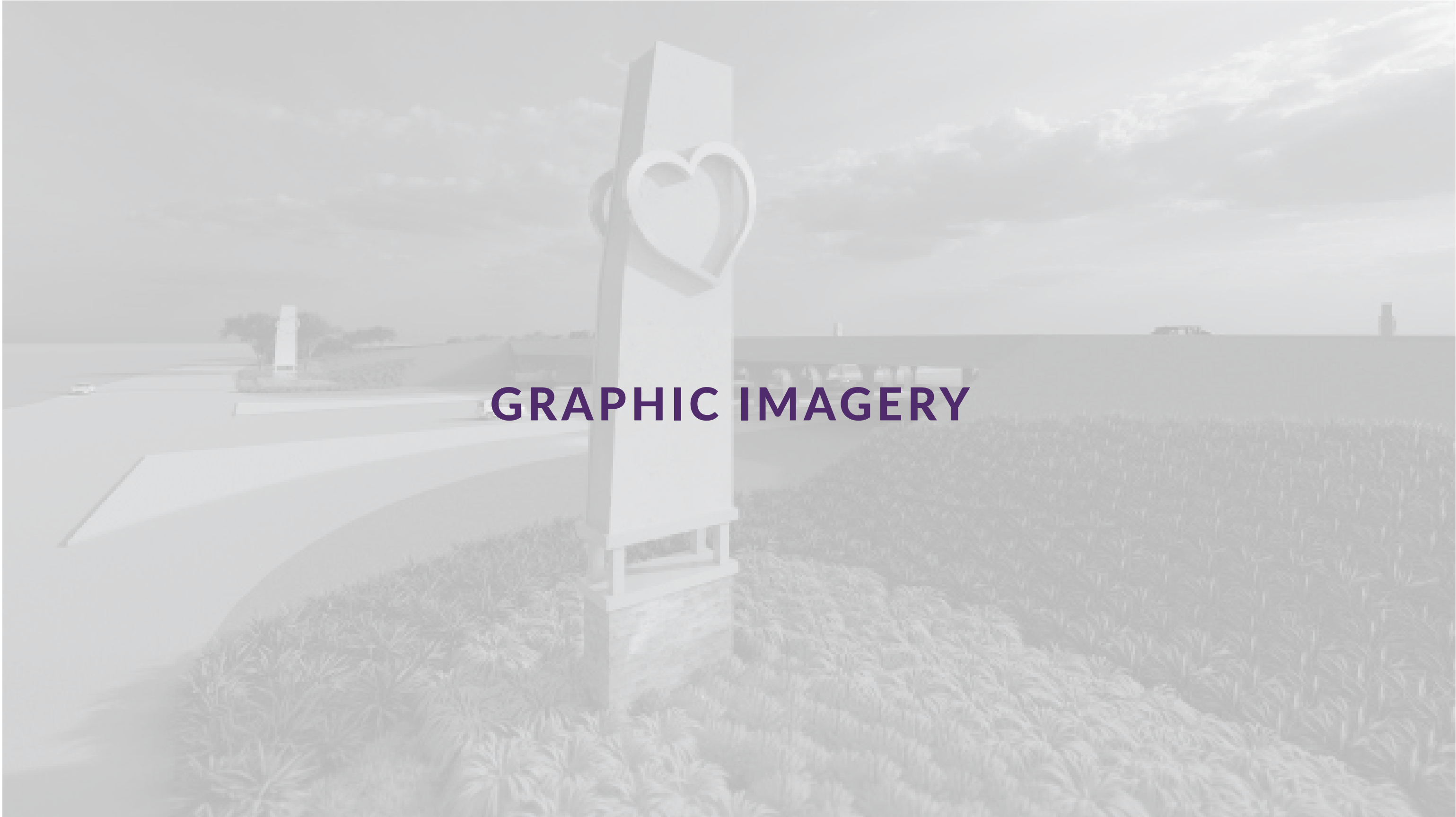
PROPOSED 20' MONUMENT

PROPOSED ORNAMENTAL GRASS

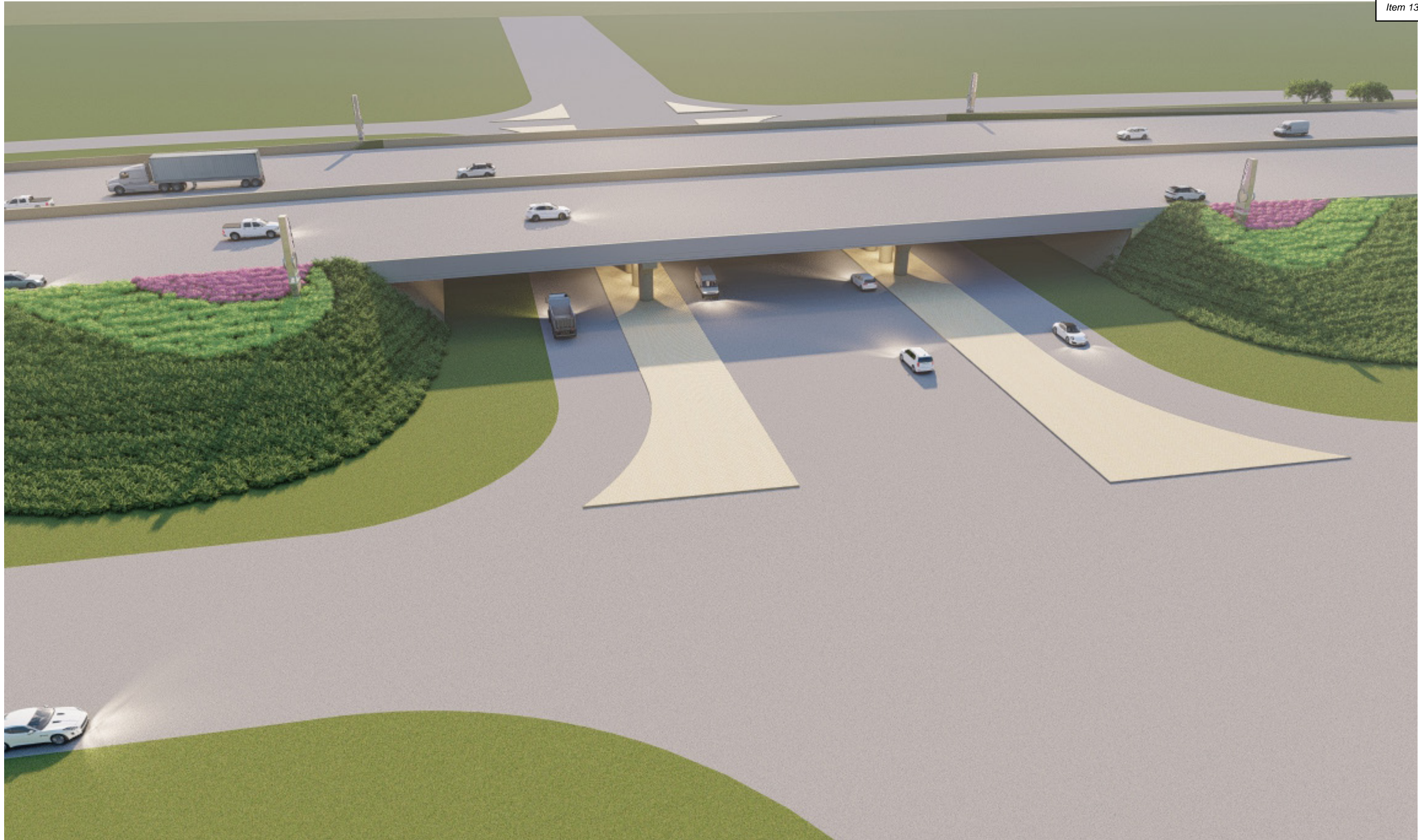
PROPOSED ORNAMENTAL TREES

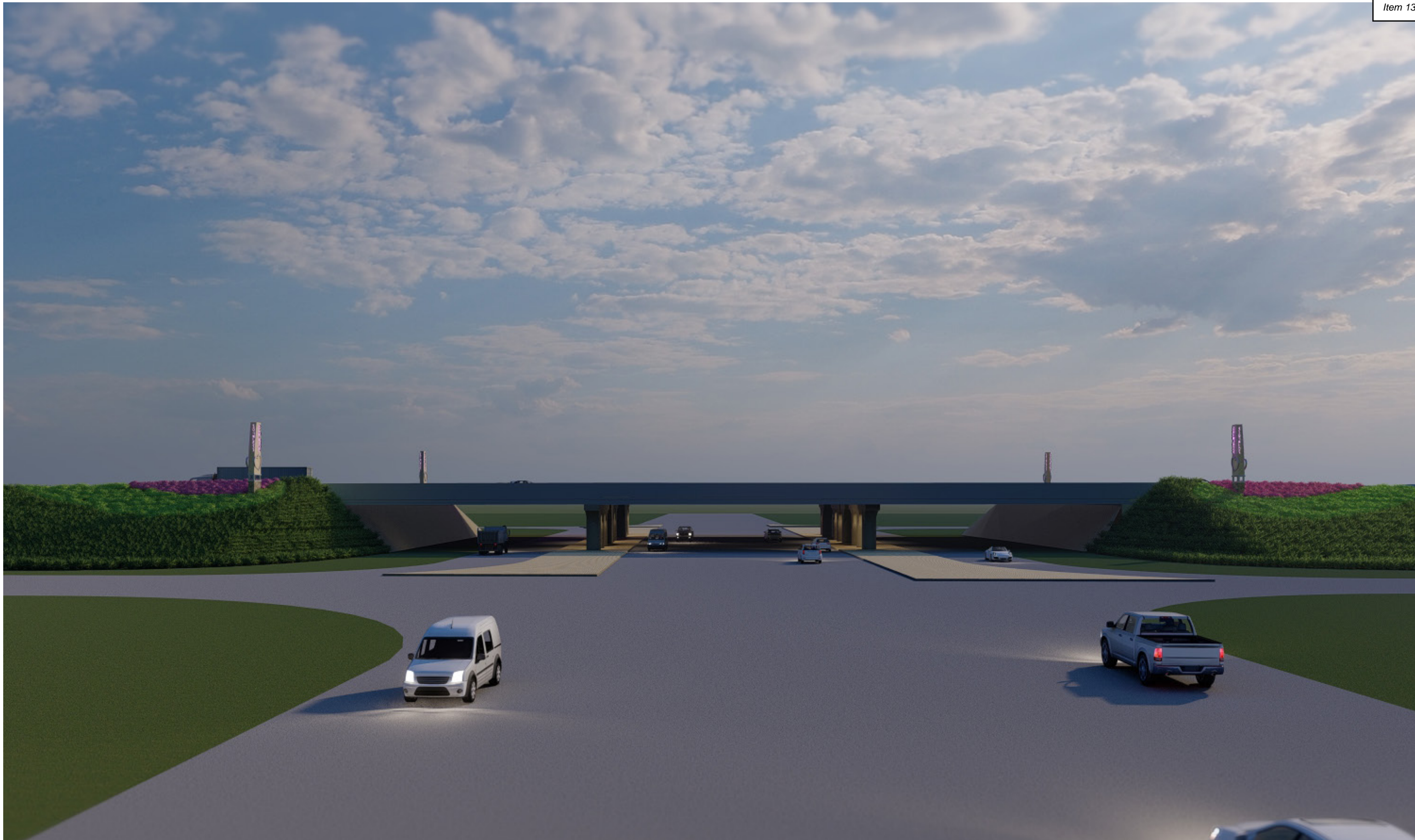
PROPOSED SHADE TREES



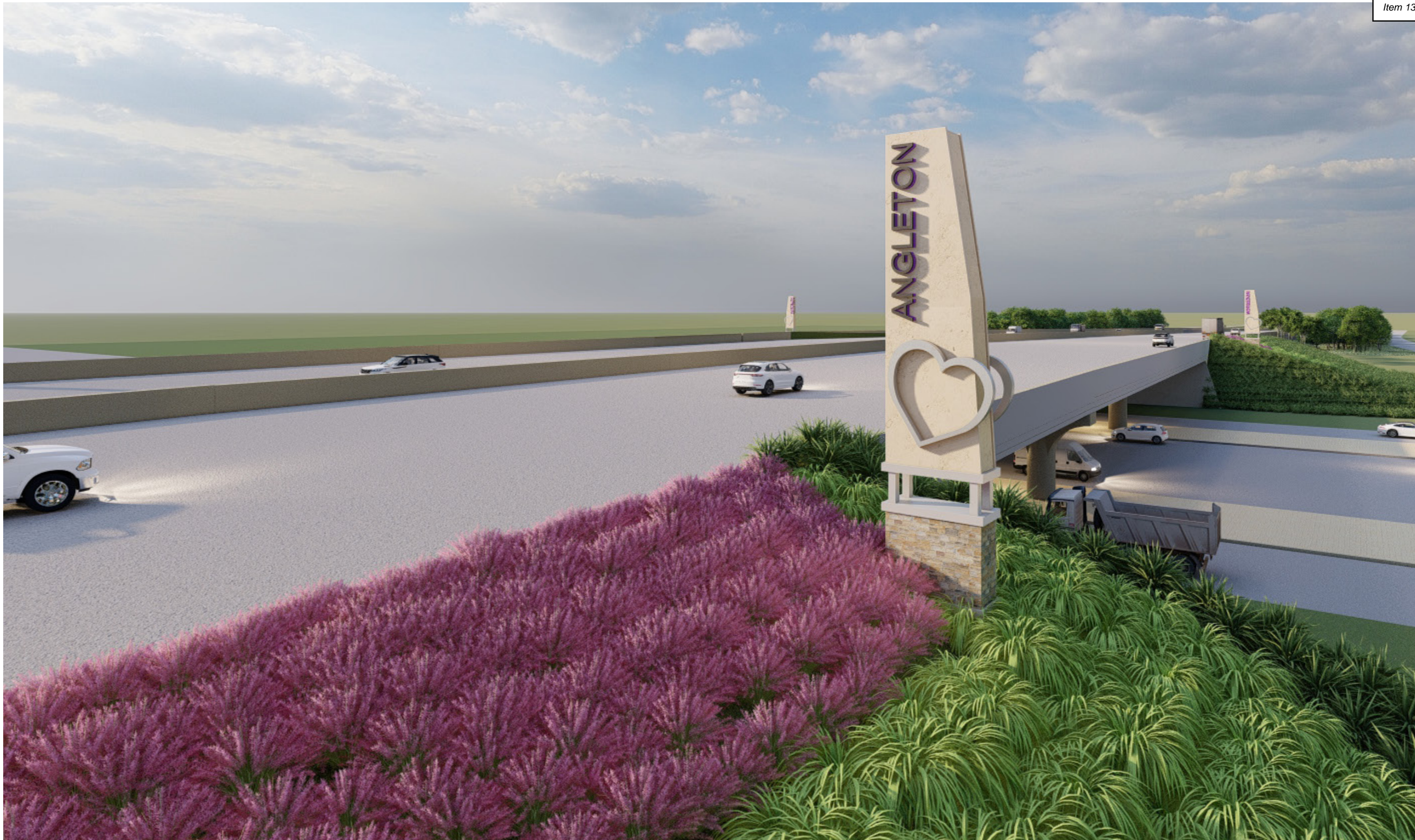


GRAPHIC IMAGERY





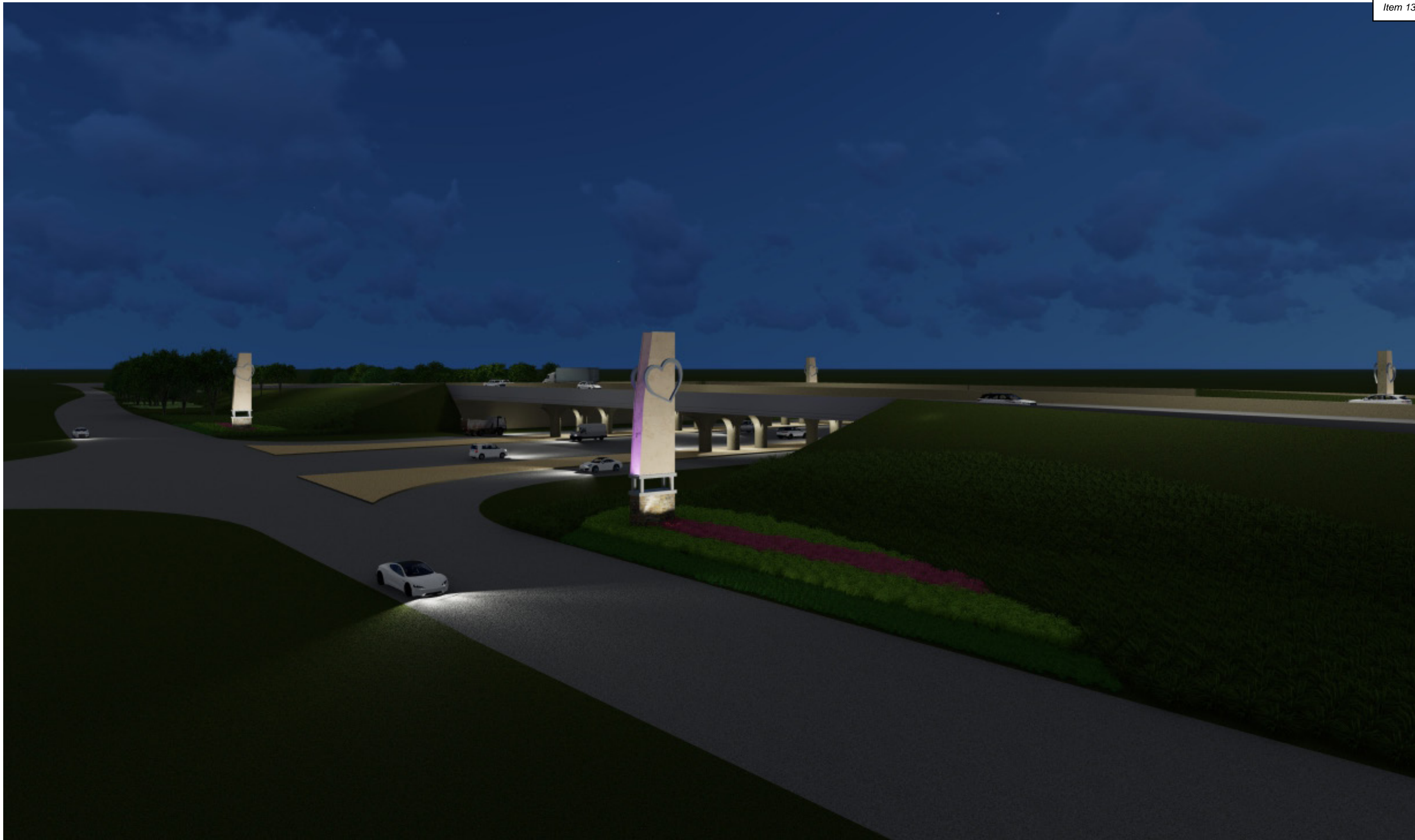














Google Earth



Google Earth



CONSTRUCTION BUDGET

City of Angleton

01. PRIMARY MONUMENT - TYPE A @ HIGHWAY

Quantity: 4 Signs
Unit Cost: \$500,885.00
Extension: \$2,003,540

02. PRIMARY MONUMENT - TYPE A @ COLLECTOR

Quantity: 6 Signs
Unit Cost: \$190,355
Extension: \$1,142,130

03. PRIMARY MONUMENT - TYPE B @ HIGHWAY

Quantity: 8 Sign
Unit Cost: \$630,520
Extension: \$5,044,160

04. BANNERS W/ POST - TYPE C

Quantity: 315 Signs
Unit Cost: \$6,325
Extension: \$1,992,375

05. VEHICULAR DIRECTIONAL SIGNAGE - TYPE D

Quantity: 18 Signs
Unit Cost: \$28,050
Extension: \$504,900

06. PEDESTRIAN DIRECTIONAL SIGNAGE - TYPE F

Quantity: 25 Signs
Unit Cost: \$14,850
Extension: \$371,500

07. DESTINATION SIGNAGE - TYPE E (LIGHTS)

Quantity: 9 Signs
Unit Cost: \$54,450
Extension: \$490,050

08. DESTINATION SIGNAGE - TYPE E (W/OUT LIGHTS)

Quantity: 10 Signs
Unit Cost: \$48,950
Extension: \$489,500

TOTAL SIGNAGE BUDGET

\$12,037,905



CONCLUSION

The branding and wayfinding of a city aligns with a common objective, an identity. The City of Angleton has a strong and celebrated identity that is well-known throughout the area. The iconic heart embodies the true spirit of Angleton. Embracing that passion along with the rich history and character will brand Angleton as the **Heart of Brazoria County**.



CLARK CONDON



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 10, 2021

PREPARED BY: Patty Swords

AGENDA CONTENT: For Discussion and Possible Action

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$80,000 from CARES ACT FUNDING 2021

FUNDS REQUESTED: \$176,000 (total)

FUND: TBD

EXECUTIVE SUMMARY:

The Angleton Solar Street Light initiative has been successfully installed on Dallas Street, Southside Drive, and Richmond Street. Some residents on these streets have shared positive feedback, and the lights are working well. We currently have seven solar lights/poles remaining from the original order, which will cover Houston Street.

Additional lights must be purchased to complete installations on the streets previously approved by City Council: Bayou Street (22 lights) and Piney Way Street (13 lights). Additionally, West Live Oak needs 15 solar lights to fill in lighting gaps. Another important location for solar lighting is Veterans Park and the adjacent parking lot. All the solar lights will improve safety and esthetics of residential Angleton streets. The new solar lights selected are manufactured by Texas Solar Outfitters in Austin, TX and they have a sales agent in Houston. Note: Texas Solar Outfitters is the selected solar street light provider for Windrose Green subdivision.

RECOMMENDATION:

Staff recommends that Council approve the immediate purchase of 25 solar lights from Texas Solar Outfitters for \$80,000 with CARES Act funding, with a goal of purchasing an additional 30 lights as additional funding become available.

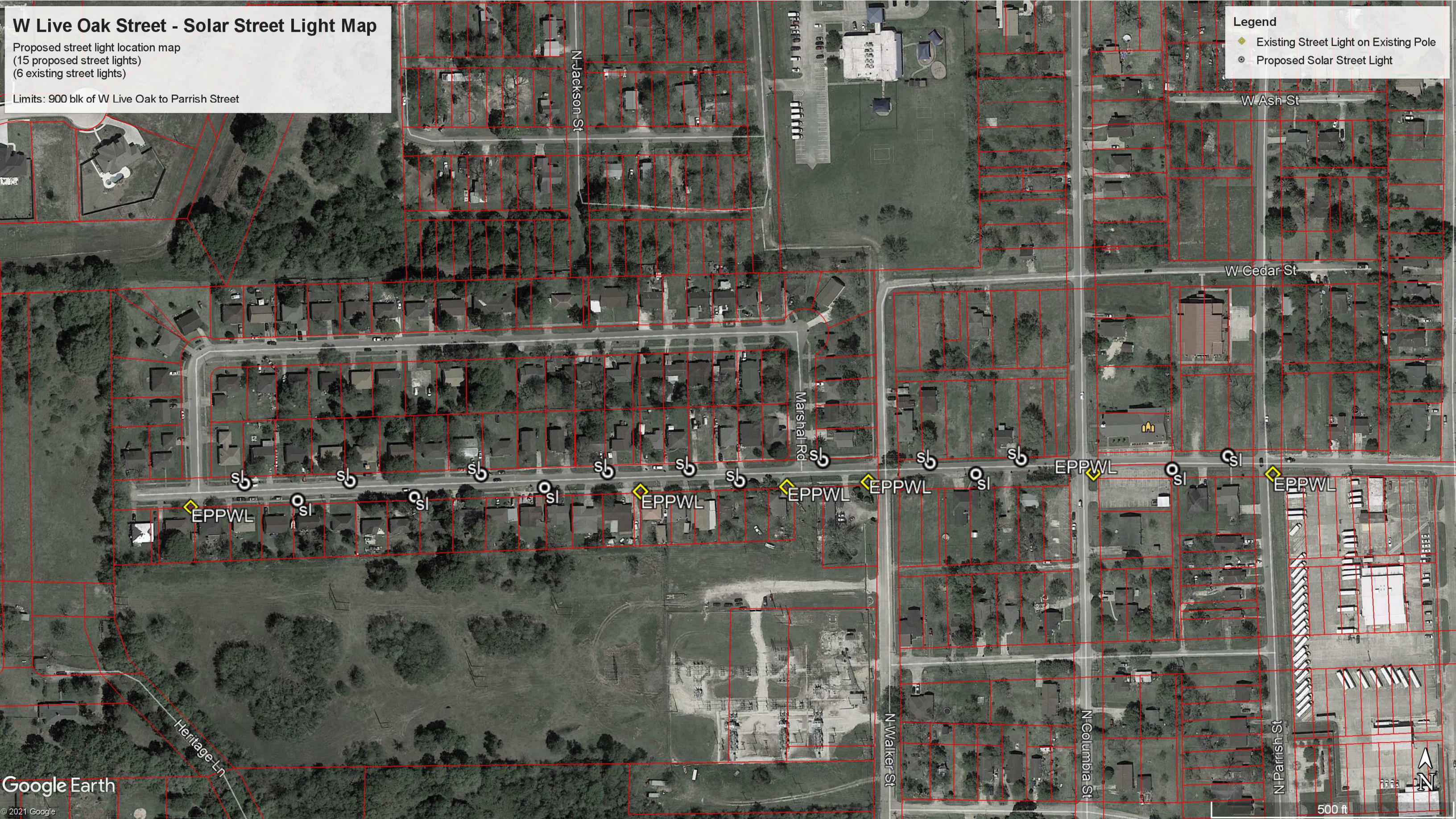
W Live Oak Street - Solar Street Light Map

Proposed street light location map
(15 proposed street lights)
(6 existing street lights)

Limits: 900 blk of W Live Oak to Parrish Street

Legend

- ◆ Existing Street Light on Existing Pole
- Proposed Solar Street Light



Piney Way - Solar Street Light Map

Proposed street light location map
(13 proposed street lights)
(2 existing street lights)

Limits: N. Velasco St. to N. Valdejas St.

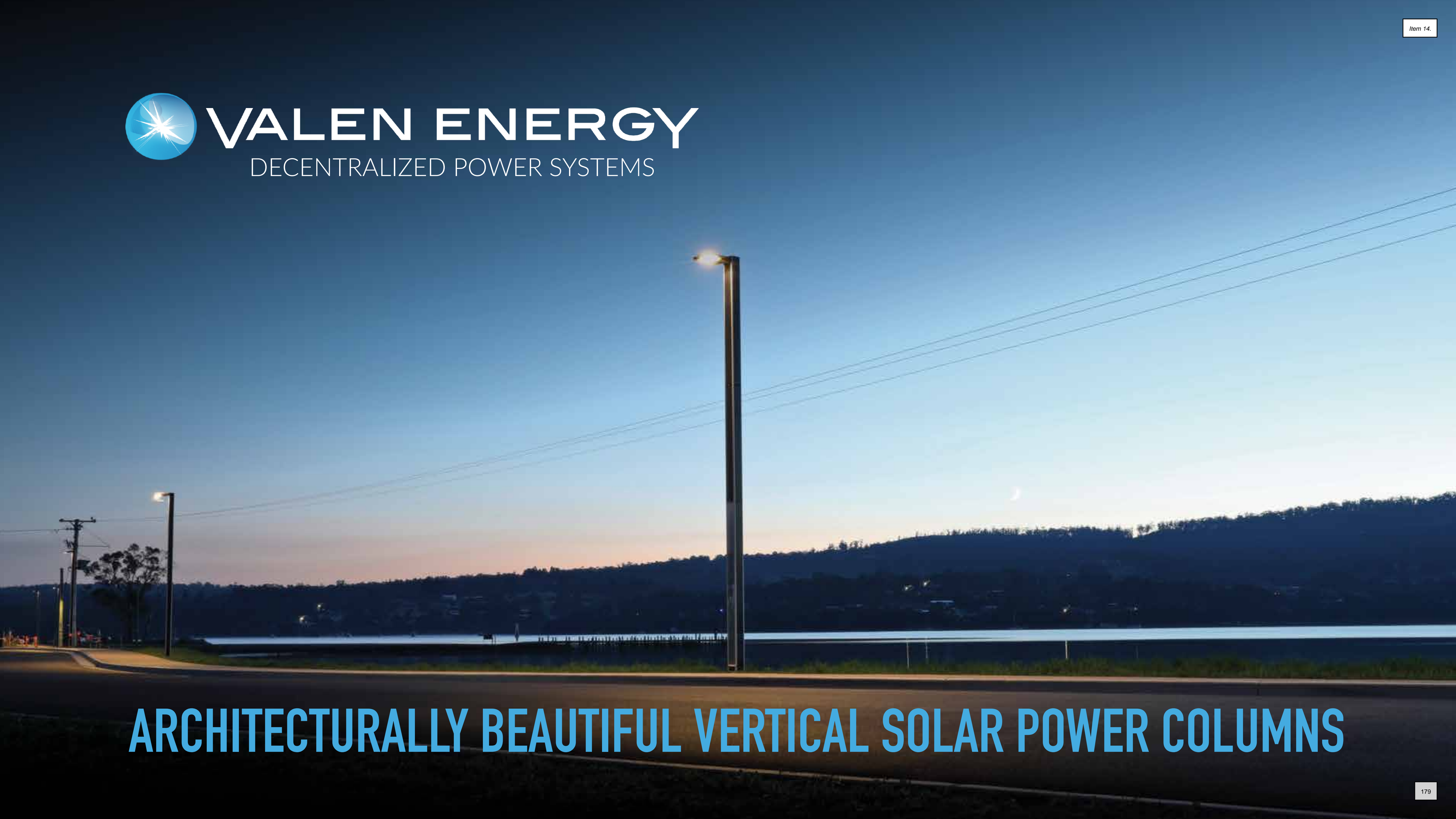
Legend

- Existing Street Light on Existing Pole
- Proposed Solar Street Light



Google Earth

© 2021 Google



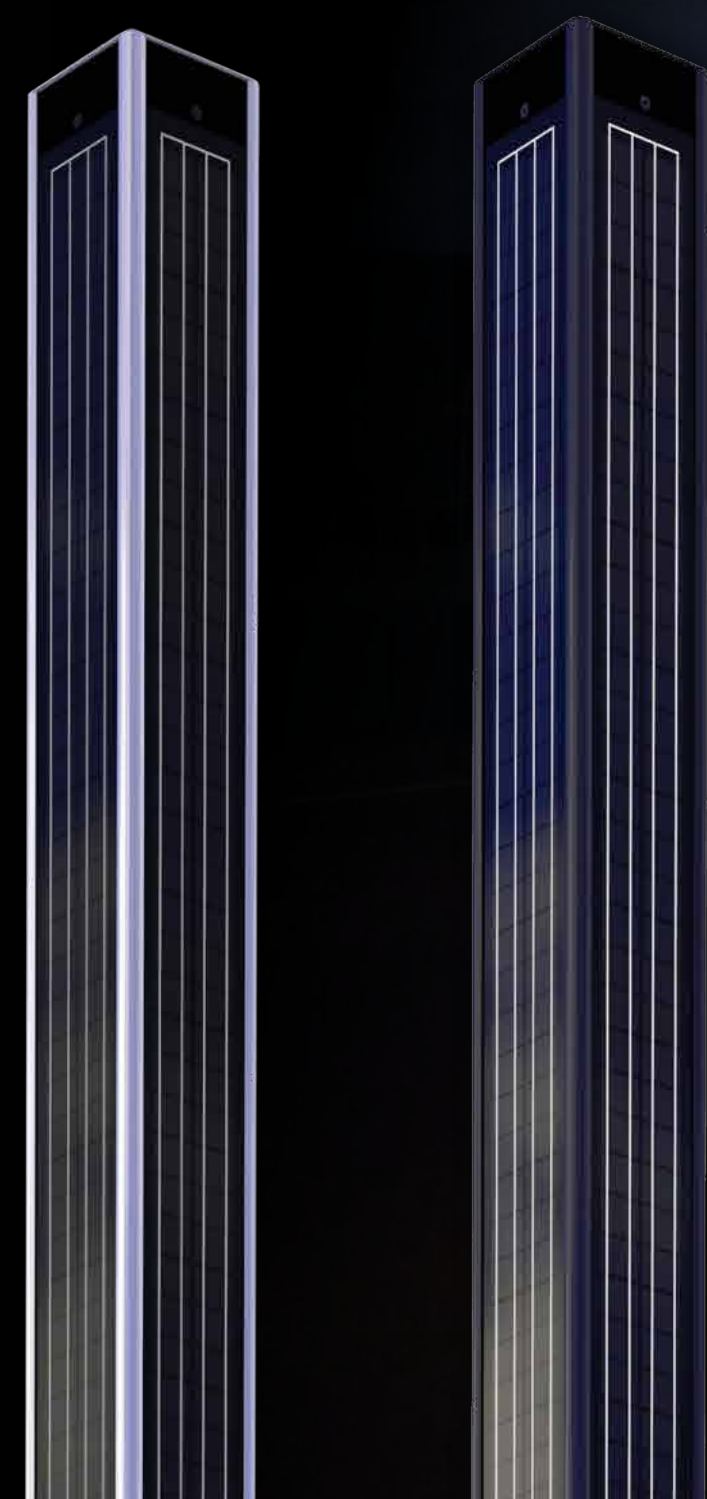
ARCHITECTURALLY BEAUTIFUL VERTICAL SOLAR POWER COLUMNS

POWERSTACK COLUMNS

are a an off-grid power solution that brings power to applications without running underground cables or overhead power lines or even pouring concrete footings. It is simply clean power wherever you need it to be.

That's why we call it *decentralized power*.




Customer installation - Wollongong, Austrilia



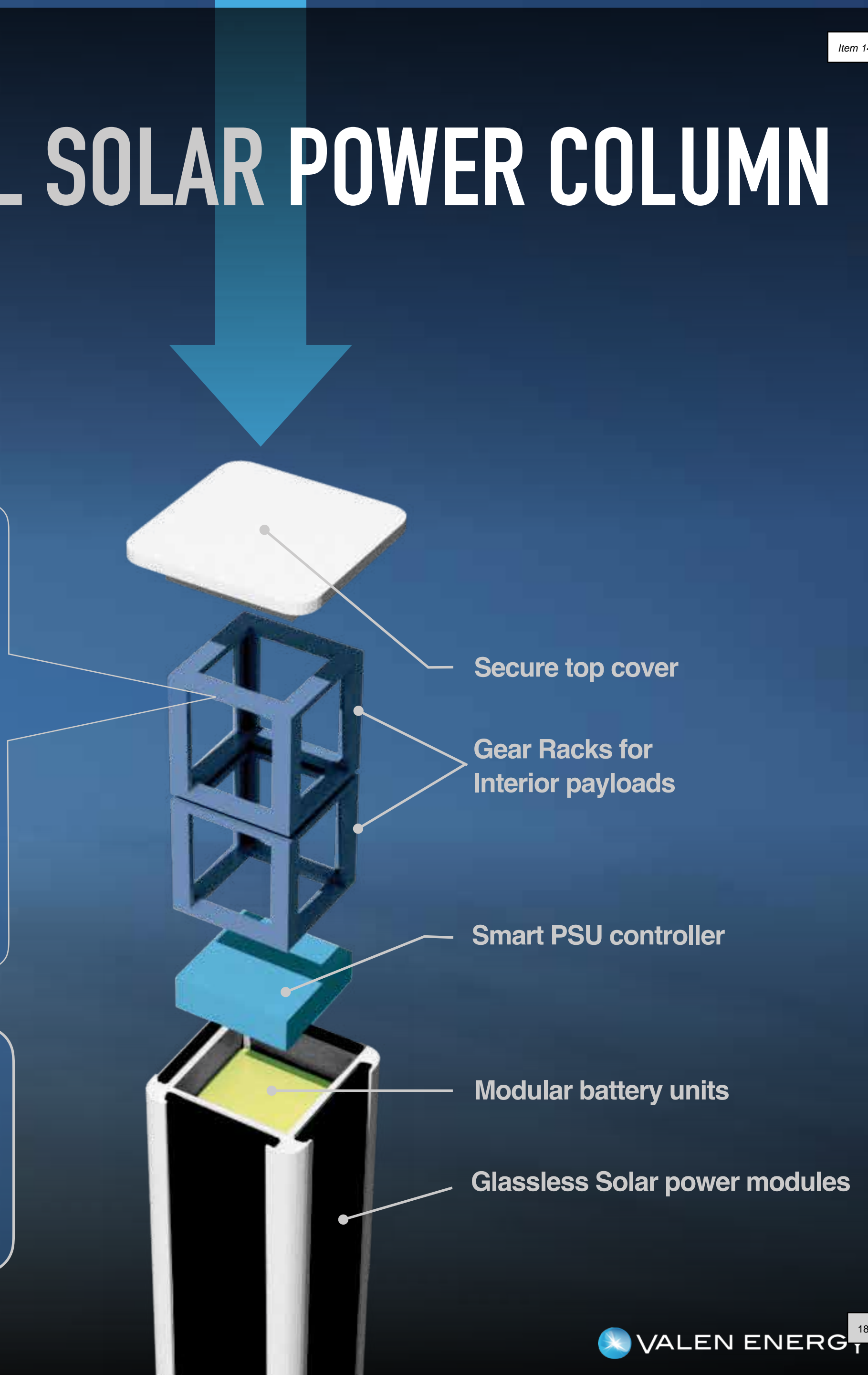
POWERSTACK – A CONFIGURABLE VERTICAL SOLAR POWER COLUMN



A WEATHERPROOF, SELF-POWERED SYSTEM FOR SINGLE OR MULTIPLE PAYLOAD APPLICATIONS

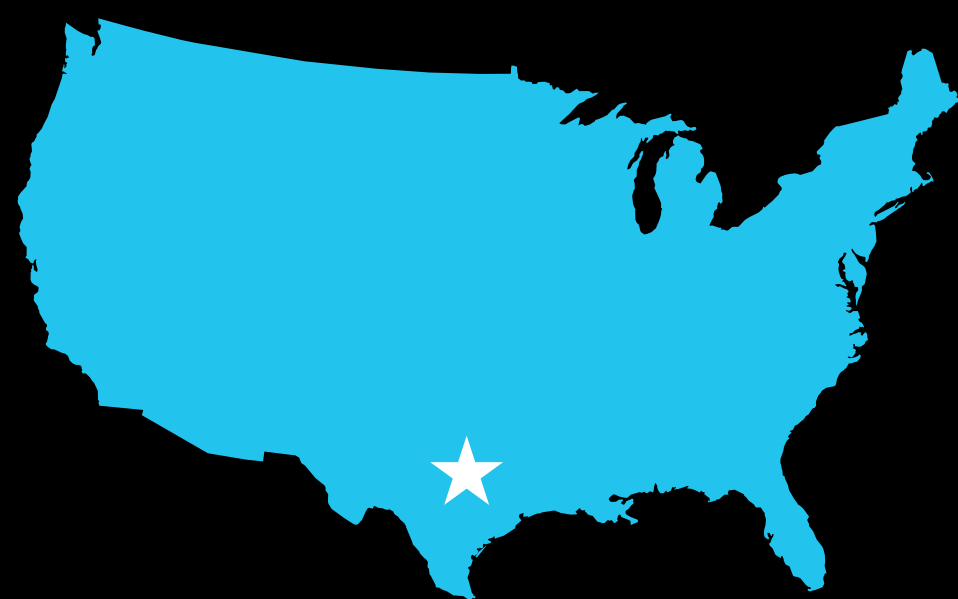
 **LOCATE ANYWHERE**
 **POWER 24/7**
 **DATA CONNECTION AVAILABLE**

By simply adding & removing modules, a PowerStack column can be configured to deliver up to 98 watts of power continuously at any location on the planet. Each PowerStack column is a self contained, solar power generator with the latest lithium ion battery technology driven by smart charging electronics integrated directly into the unit.



POWERSTACK MANUFACTURING & ASSEMBLY

We operate factories located in Austin, Texas and Wollongong, Australia. Aluminum extrusions are produced locally near each factory location. The PowerStack's modular design means modular assembly with plug and play components. This creates rapid assembly process using common tools for the columns.



AUSTIN, TEXAS



WOLLONGONG, AUSTRILIA

Pictured: Texas development & manufacturing center in Austin



SIMPLE, FLEXIBLE SETUP.

POWERSTACK UNIT IS WINCHED INTO VERTICAL POSITION & ANCHORED (BOLTED) TO BASE.



STANDARD CONCRETE BASE INSTALLATION

For securing a Stack unit to a poured concrete foundation. Standard J-hook bolts are placed when the foundation is poured. The PowerStack column is secured once the concrete has set.

AVAILABLE TAPROOT BASE: INSTALLS IN MINUTES.

FASTEST FOUNDATION AND POLE INSTALL TO DATE - 31 MINUTES



1 TAPROOT BASE ANCHORED TO GROUND WITH A JACK HAMMER

2 POWERSTAK UNIT WINCHED INTO VERTICAL POSITION & ANCHORED TO BOLTED BASE

3 READY

TAPROOT BASE INSTALLATION

For use outdoors without pouring concrete. This base utilizes steel pipes diagonally driven into the ground with a jackhammer and mimics the taproots of certain trees known to stand for centuries. Installation is inexpensive and lightning quick.

THE POWERSTACK KEY BENEFITS

**100%
OFF-GRID
RENEWABLE
ENERGY**

**NO ONGOING
ELECTRICAL
COSTS**

**MINIMIZED
INSTALLATION
ERRORS &
CONSTRUCTION
DELAYS**

**REDUCED
PROJECT TIMELINES
(UP TO 90%)**

**MINIMAL
COMMUNITY
DISRUPTION**

**VANDAL
RESISTANT**

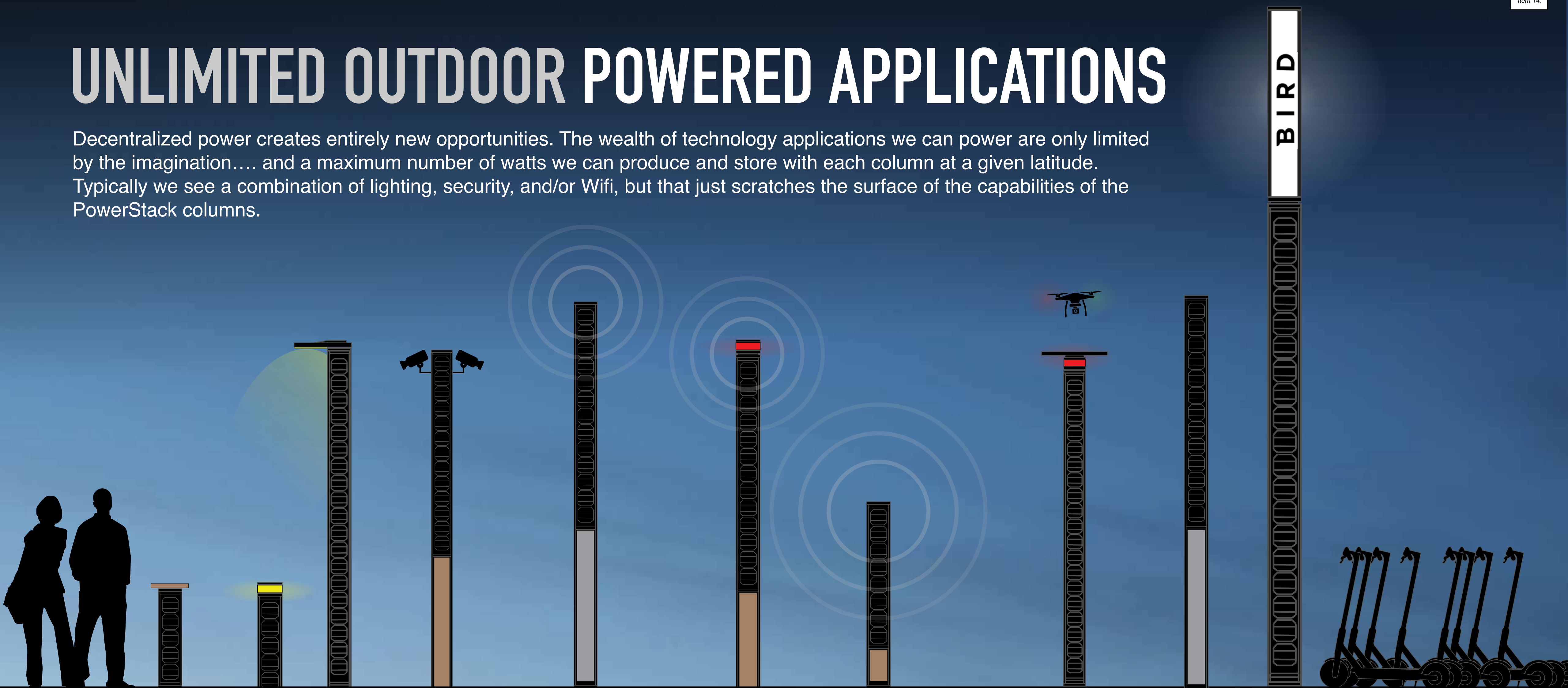
**REDUCED
OVERHEAD
FOR PROJECT
MANAGEMENT**

**EXPERTISE OR
SPECIALIZATION
NOT REQUIRED*
(*RECOMMENDED)**

**MINIMAL
DISRUPTION OF
ECOSYSTEM AND
INFRASTRUCTURE**

UNLIMITED OUTDOOR POWERED APPLICATIONS

Decentralized power creates entirely new opportunities. The wealth of technology applications we can power are only limited by the imagination... and a maximum number of watts we can produce and store with each column at a given latitude. Typically we see a combination of lighting, security, and/or Wifi, but that just scratches the surface of the capabilities of the PowerStack columns.



Device Charging Stations

Lighting

Security

Mini Cellular Towers

Remote IOT applications

WiFi & wireless networking

Drone Nests (Charging Stations)

ComboStack

EV Charging Stations

BIRD



AUTOMATION

- *Smart Lighting*
- *Environment Monitoring*
- *Automobile/Parking Sensors*
- *Device Charging*



RECOGNITION & TRACKING (BEACONS)

- *Human Flow Patterning*
- *Proximity Marketing*
- *User/Employee Data Collection*
- *Enhanced Spacial Experience and Customized Content*



SAFETY & SECURITY

- *Location Monitoring (CCTV)*
- *Help Points*
- *Smart Security (Biometric/ Cybersecurity Sensors)*
- *External Lighting*



Device Charging Stations

Lighting

Security

Mini Cellular Towers

Remote IOT applications

WiFi & wireless networking

Drone Nests (Charging Stations)

ComboStack

EV Charging Stations

POWERSTACK LIGHTING



POWERSTACK BOLLARDS



POWERSTACK WIRELESS DEVICE CHARGING

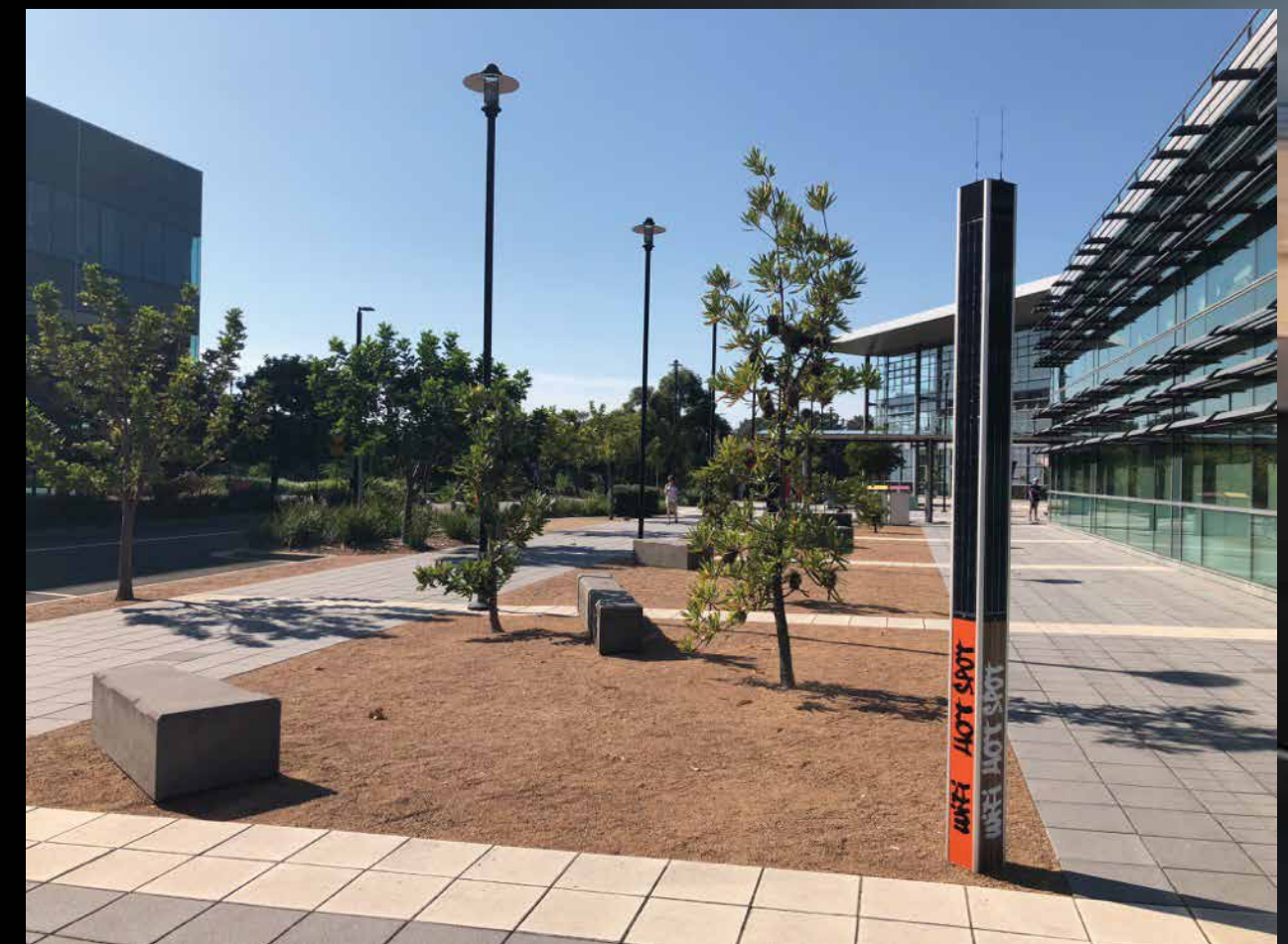


Item 14.

POWERSTACK SECURITY (+LIGHTING)



POWERSTACK WIFI & IOT





VALEN ENERGY

DECENTRALIZED POWER SYSTEMS

Chad Bookidis - Sales Director
chadb@valenenergy.com
512.839.4272
www.valenenergy.com

Legend

- Existing Street Light on Power Pole
- Proposed Solar Street Light
- Solar Street Light - Installation Complete

Houston St. & Bastrop St. - Solar Street Light Map

Proposed street light location map

Houston Street:
 (7 proposed street lights)
 (2 existing street lights)

Limits: S. Buchta Rd. to Angleton Blvd.

Bastrop Street:
 (22 proposed street lights)
 (4 existing street lights)

Limits: S. Buchta Rd. to Dead End (east)



Spacing adjusted for installation of 7 total solar lights

FIFTEEN YEAR LIMITED WARRANTY

A. GENERAL WARRANTY COVERAGE

VALEN ENERGY warrants any product or component manufactured by **VALEN ENERGY** against defects in materials and workmanship for a period of 15 years from date of shipment, provided the conditions of installation and operation have been correct and all other conditions of this warranty are met. At **VALEN ENERGY's** option, any product proven to be defective within the 15 year warranty period will either be repaired or replaced.

ELIGIBILITY- Warranty extends to the original buyer only. Proof of purchase is required.

B. WARRANTY ON COMPONENT PARTS

1. COLUMNS

All columns are warranted by **VALEN ENERGY** and are guaranteed to meet the EPA requirements listed. All columns manufactured by entities other than **VALEN ENERGY** shall be governed by the warranties of said manufacturers. **VALEN ENERGY** is not responsible if a column order has a lower EPA (effective projected area) rating than the indicated wind-loading zone where the columns will be located. For outside the United States, contact **VALEN ENERGY** for the column EPA for your location.

2. SOLAR PANELS

Solar panels are warranted by **VALEN ENERGY**. This is currently 15 years on workmanship; 20 years on a minimum of 90% of the Pmax; 25 years on a minimum of 80% of the Pmax. Solar panels that fall outside these parameters within the warranty period will be replaced. **VALEN ENERGY** will not honor any cash reimbursement claim to cover Solar Panels. No charges for rental of equipment, travel time or labor will be accepted.

3. BATTERIES

All batteries are warranted by **VALEN ENERGY**. This is currently 15 years from date of order placement. Batteries that fail within the warranty period will be replaced. **VALEN ENERGY** will not honor any cash reimbursement claim to cover Batteries. No charges for rental of equipment, travel time or labor will be accepted.

4. CONTROLLERS

Controllers are warranted by **VALEN ENERGY**. This is currently 15 years from date of order placement. Controllers that fail within the warranty period will be replaced. **VALEN ENERGY** will not honor any cash reimbursement claim to cover Controllers. No charges for rental of equipment, travel time or labor will be accepted.

5. LED LUMINAIRES

LED luminaires are warranted by **VALEN ENERGY** and are covered by the warranty as set forth herein. Failure is defined as having 7% or more LEDs not illuminated in a light fixture. LEDs that fail within the manufacturer's warranty period will be exchanged. **VALEN ENERGY** will not honor a cash reimbursement claim to cover material charges for replacement material. No charges for rental of equipment, travel time or labor will be accepted. LED modules are warranted for a period of 15 years, however the Warranty

does not cover failures due to abnormal conditions or other exclusions contained herein including, but not limited to under/over voltage, under/over current, excessive switching and excessive ambient temperatures.

6. LED POWER SUPPLIES AND DRIVERS

LED power supplies and drivers are warranted by **VALEN ENERGY**. This is currently 15 years from date of order placement. **VALEN ENERGY** will not honor any cash reimbursement claim to cover power supplies or drivers. No charges for rental of equipment, travel time or labor will be accepted.

7. FINISH WARRANTY CLAIM

All products manufactured by **VALEN ENERGY** are warranted for a period of 1 year from date of shipment against excessive cracking, peeling, chalking or fading. **VALEN ENERGY** fixtures are warranted for a period of 5 years from date of shipment against excessive cracking, peeling, chalking or fading. If during the warranty period the exterior coating shows signs of failure, the Buyer must notify **VALEN ENERGY** in writing and furnish proof of purchase within 60 days of such failure or deterioration becoming evident. Components will be repaired or replaced at the discretion of **VALEN ENERGY**. **VALEN ENERGY** will, at its option, reimburse the customer for the cost to repair the components or will make replacement components available from **VALEN ENERGY's** factory. Transportation, removal, and installation costs are not included in the replacement.

8. BANNERS, FLAGS, STREAMERS, SIGNS AND OTHER EXTRANEIOUS ITEMS ATTACHED TO COLUMNS OTHER THAN VALEN ENERGY APPROVED PRODUCTS VOIDS ALL COLUMN WARRANTIES AND MAY CREATE SEVERELY HAZARDOUS CONDITIONS. VALEN ENERGY CANNOT ACCEPT RESPONSIBILITY FOR HARM OR DAMAGE CAUSED IN THESE SITUATIONS. THIS WARRANTY DOES NOT APPLY TO FATIGUE DAMAGE OR FAILURE RESULTING FROM INDUCED VIBRATION AND/OR HARMONIC VIBRATION CAUSED BY THE MOVEMENT OF AIR CURRENTS AROUND THE PRODUCT OR BY ANY OTHER LOCAL CONDITION.

C. EXCLUSIONS

1. WARRANTY GENERAL EXCLUSIONS

This warranty only applies to products that are properly installed following the directions in the product's installation instructions, in their intended application and used in compliance with all applicable local, state and national safety regulations and codes.

VALEN ENERGY will not warrant products damaged due to installer connections and/or assembly errors. Damage or failure caused by acts of God, falling objects, explosion, fire, misuse or abuse in application (see product spec sheets for application guidelines), or any other such occurrences beyond **VALEN ENERGY's** control are also not warranted.

2. PROPER HANDLING AND STORAGE

VALEN ENERGY shall claim the warranty to be null and void if the coating fails due to circumstances beyond its control including damage during shipping, handling, unpacking, or installation; damage caused by moisture or other contaminants entrapped between protective packaging materials and coated surface, thus constituting improper storage, prior to placement in service; damage or failure caused by acts of God, falling objects, external forces, explosion, fire, misuse or abuse in application, or any other such occurrences beyond **VALEN ENERGY's** control.

3. CAUSTIC OR CORROSIVE ENVIRONMENTS

Fixtures and Columns manufactured and coated by VALEN ENERGY may be damaged by highly caustic or corrosive environments. Such environments may include, but are not limited to seashore and marine applications, chemical processing facilities, highly watered or fertilized environments and car washes. While many of VALEN ENERGY's products can be safely applied in these locations, their useful life, including the painted surfaces, may be reduced due to the conditions found in these harsh environments. VALEN ENERGY cannot warrant its products against these severe conditions.

4. MAINTENANCE

Columns, fixtures and LED modules must be inspected and maintained at least annually by purchaser. Repair of the finish along with structural and electrical components must be conducted on a regular basis to ensure a safe and attractive product. Failure to comply shall void the warranty.

D. MISCELLANEOUS

1. CLAIM PROCESS

All claims for any component or the entire product shall be submitted to **VALEN ENERGY**. For claims relating to components manufactured by an entity other than **VALEN ENERGY**, **VALEN ENERGY** shall receive and facilitate the submission of the claim to the appropriate manufacturer. **VALEN ENERGY** shall utilize reasonable efforts to submit the claim, provide information available to the manufacturer to facilitate processing of the claim, and facilitate the action taken by the manufacturer to honor the claim. However, **VALEN ENERGY** shall not be responsible for any denial of the claim by the third party manufacturer, nor shall it be required to bear any out-of-pocket cost and expenses which may be necessary or incurred in connection with the submission of the claim and any action taken upon the claim of the third party manufacturer.

2. RIGHT TO EXAMINE

VALEN ENERGY reserves the right to examine all products and/or any associated component to determine the cause of failure and pattern of usage. **VALEN ENERGY** reserves the right to be the sole judge as to whether any items and components are defective and or covered under this warranty.

3. CHANGES

VALEN ENERGY reserves the right to make modifications or changes to any of its products, pricing, Limited Warranty and Terms and Conditions without prior notice.

This warranty is exclusive in lieu of all other warranties whether written, oral, expressed or implied and shall constitute the sole and exclusive remedy of buyer and liability of **VALEN ENERGY**. **VALEN ENERGY** is not liable nor warrants the installers and their installation. **VALEN ENERGY's** products are not sold as a "consumer product" under 15U.S.C. 2301. **VALEN ENERGY SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOSS OF VALUE OR ECONOMIC BENEFIT WHATSOEVER. VALEN ENERGY DISCLAIMS ANY OTHER WARRANTIES INCLUDING WARRANTIES OF FITNESS AND MERCHANTABILITY.**



AGENDA ITEM SUMMARY FORM

MEETING DATE: 08/10/2021

PREPARED BY: Jeff Sifford

AGENDA CONTENT: Discussion and possible action on an Interlocal Agreement with Brazoria County to assist in the construction, improvement, maintenance, and/or repair of streets and alleys within the corporate limits of the City.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$220,000.00

FUNDS REQUESTED: \$220000.00

FUND: 01 General Fund 01-558-612

EXECUTIVE SUMMARY:

With the Interlocal agreement with Brazoria County, we are allowed 2 miles of overlays per year.

RECOMMENDATION:

Staff recommends approval of 2 miles of selected streets.

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF ANGLETON, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2021, to September 30, 2022. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF ANGLETON, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other roads and highways is allowed if such work is determined to be a benefit to the

County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the COUNTY through use of county equipment;
- (2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by [Article XI, Section 7 of the Texas Constitution](#), and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day’s written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

SIGNED AND ENTERED this the _____ day of _____, 2021.

BRAZORIA COUNTY, TEXAS

CITY OF ANGLETON, TEXAS

By: L.M. “Matt” Sebesta Jr.
Brazoria County Judge

By: Jason Perez
City of Angleton Mayor

DATE: August 10, 2021

ATTEST:

Frances Aguilar, TRMC MMC
City Secretary

City of Angleton
Interlocal Agreement Project Request Summary for FY 2021

Street/Location	From	To	Length (ft)	Width (ft)	Work Description
GROVE DR	SOUTHSIDE DR	CEMETERY	1200	20	1.5" Mill/Overlay
S CHENANGO	E ORANGE	EAST PEACH	320	45	1.5" Mill/Overlay
PECAN ST	N DOWNING	MULBERRY (SH35)	420	20	1.5" Mill/Overlay
Ash	288	CHENANGO	355	69	1.5" Mill/Overlay
N CHENANGO	HWY 35	LOCUST	1044	63	1.5" Mill/Overlay
ARCOLA	HWY 35	E LIVE OAK	1400	75	1.5" Mill/Overlay
MORNINGSIDE	DOWNING	SHADY LN	862	52	1.5" Mill/Overlay
N CHENANGO	E LIVE OAK	E CEDAR	374	69	1.5" Mill/Overlay
CHESTNUT	LOSTRACCO	BEECHNUT	810	42	1.5" Mill/Overlay
BEECHNUT	FRONT	CHESTNUT	999	54	1.5" Mill/Overlay
WALNUT	LOSTRACCO	BEECHNUT	818	46	1.5" Mill/Overlay
MAGNOLIA	HWY 288 B	ARCOLA	770	68	1.5" Mill/Overlay
WESTERN AVE	HWY 35	HWY 35	3386	55	1.5" Mill/Overlay
VINE DR	SOUTHSIDE DR	CEMETERY	834	60	1.5" Mill/Overlay
TOTAL			13592	2.57 miles	



AGENDA ITEM SUMMARY FORM

MEETING DATE: 08/10/2021

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on deciding to continue to pursue mitigation grant funding for warning sirens or withdraw. (LaMont)

AGENDA ITEM SECTION: Regular Agenda

BUDGETTED AMOUNT: \$36,062.82 **FUNDS REQUESTED:** \$63,240.03

FUND: N/A

EXECUTIVE SUMMARY:

Federal grant funds for the warning siren project from the Hurricane Harvey Mitigation Grant Program have been capped at \$81,011.25, leaving the City to pay the remaining \$63,240.03 of the current cost estimate. This estimate was from October of 2020 and had probably increased. An updated quote has been requested.

RECCOMENDATION:

Staff recommends council continue to pursue this grant.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 08/10/2021

PREPARED BY: Glenn LaMont, Megan Mainer, Martha Eighme, Patty Swords, and Colleen Martin

AGENDA CONTENT: Discussion and possible actions on any of Governor Abbott's latest executive orders, Brazoria County's emergency declarations and impact on the City of Angleton and how to proceed with city business in the future.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Staff would like City Council's advice and direction on the latest policies and priorities on COVID-19 issues and to provide an update on the latest changes to the virus in our City. This is also an Opportunity for Council to ask questions on COVID-19 response and grant spending.

RECCOMENDATION:

None.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 08/10/2021

PREPARED BY: Chris Hill, Finance Director

AGENDA CONTENT: Discuss and Approve Changes to the 2021-2022 Proposed Budget, Proposed Ad Valorem Tax Rate, and the Capital Improvement Plan.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Discuss changes to the 2021-2022 Proposed Budget.

Discuss changes related to the Actual No-New Revenue Property Tax Rate.

Discuss any changes to the Capital Improvement Plan (CIP).

RECOMMENDATION:

Staff recommends council approve budget changes for the Proposed 2021-2022 Budget and the Projects for 2022-2026 CIP Plan.

	No-New-Revenue Rate	Higher Voter-Approval Rate	De Minimus Rate	Last Year Property Tax Rates
Net Taxable Value	\$1,122,047,875	\$1,122,047,875	\$1,122,047,875	\$1,122,047,875
Projected Net Increase	\$74,225,473	\$74,225,473	\$74,225,473	2020 Taxable Value adjusted
Projected Net Taxable Value	\$1,196,273,348	\$1,196,273,348	\$1,196,273,348	\$1,122,047,875
Tax Rate	0.633041	0.661074	0.672557	0.665144
Total Taxes	\$7,572,901	\$7,908,252	\$8,045,620	\$7,401,612
2021 Debt Service \$	\$913,387	\$913,387	\$913,387	\$946,706
2021 Debt Service at 103.38%	\$883,523	\$883,523	\$883,523	\$6,454,906
2021 M&O Budget	\$6,689,378	\$7,024,729	\$7,162,097	\$6,457,255
Difference	(\$226,176)	\$335,351	\$472,719	(\$2,349)
Original Budget	\$6,915,553			Adjustment after Budget
Increase in Property Taxes	\$171,289			
% Increase in Dollars	2.31%			
Decrease in Rate	(0.032103)			
% Decrease in Rate	-4.83%			

2021 Tax Rate Calculation Worksheet

Date: 08/03/2021 11:41

Item 18.

Taxing Units Other Than School Districts or Water Districts

CITY OF ANGLETON

979-849-4364

Taxing Unit Name

Phone (area code and number)

121 S Velasco, Angleton, TX 77515

www.angleton.tx.us

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the No-New-Revenue (NNR) tax rate and Voter-Approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School Districts without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

No-New-Revenue Tax Rate Worksheet	Amount/Rate
1. 2020 total taxable value. Enter the amount of 2020 taxable value on the 2020 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$1,119,593,924
2. 2020 tax ceilings. Counties, cities and junior college districts. Enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$0
3. Preliminary 2020 adjusted taxable value. Subtract Line 2 from Line 1.	\$1,119,593,924
4. 2020 total adopted tax rate.	\$0.665144/\$100
5. 2020 taxable value lost because court appeals of ARB decisions reduced 2020 appraised value. A. Original 2020 ARB values:	\$23,001

<p>B. 2020 values resulting from final court decisions:</p> <p>C. 2020 value loss. Subtract B from A.³</p>	<p style="text-align: right;">Item 18.</p> <p style="text-align: right;">\$20,547,590</p> <p style="text-align: right;">\$2,453,951</p>
<p>6. 2020 taxable value subject to an appeal under Chapter 42, as of July 25.</p> <p>A. 2020 ARB certified value:</p> <p>B. 2020 disputed value:</p> <p>C. 2020 undisputed value. Subtract B from A.⁴</p>	<p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0</p>
<p>7. 2020 Chapter 42 related adjusted values Add Line 5C and Line 6C.</p>	<p style="text-align: right;">\$2,453,951</p>
<p>8. 2020 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.</p>	<p style="text-align: right;">\$1,122,047,875</p>
<p>9. 2020 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2020. Enter the 2020 value of property in deannexed territory.⁵</p>	<p style="text-align: right;">\$0</p>
<p>10. 2020 taxable value lost because property first qualified for an exemption in 2021. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2021 does not create a new exemption or reduce taxable value.</p> <p>A. Absolute exemptions. Use 2020 market value:</p> <p>B. Partial exemptions. 2021 exemption amount or 2021 percentage exemption times 2020 value:</p> <p>C. Value loss. Add A and B.⁵</p>	<p style="text-align: right;">\$684,910</p> <p style="text-align: right;">\$6,260,815</p> <p style="text-align: right;">\$6,945,725</p>
<p>11. 2020 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2021. Use only properties that qualified in 2021 for the first time; do not use properties that qualified in 2020.</p> <p>A. 2020 market value:</p> <p>B. 2021 productivity or special appraised value:</p> <p>C. Value loss. Subtract B from A.⁷</p>	<p style="text-align: right;">\$98,515</p> <p style="text-align: right;">\$3,990</p> <p style="text-align: right;">\$94,525</p>
<p>12. Total adjustments for lost value. Add lines 9, 10C and 11C.</p>	<p style="text-align: right;">\$7,040,250</p>
<p>13. 2020 captured value of property in a TIF. Enter the total value of 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2020 taxes were deposited into the tax increment fund.⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.</p>	<p style="text-align: right;">\$2,970,840</p>
<p>14. 2020 total value. Subtract Line 12 and Line 13 from Line 8.</p>	<p style="text-align: right;">\$1,112,036,785</p>
<p>15. Adjusted 2020 total levy. Multiply Line 4 by Line 14 and divide by \$100.</p>	<p style="text-align: right;">\$7,396,645</p>
<p>16. Taxes refunded for years preceding tax year 2020. Enter the amount of taxes refunded</p>	<p style="text-align: right;">\$4</p>

<p>by the taxing unit for tax years preceding tax year 2020. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020.⁸</p>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Item 18.</div>
<p>17. Adjusted 2020 levy with refunds and TIF adjustment. Add Lines 15 and 16.¹⁰</p>	\$7,401,612
<p>18. Total 2021 taxable value on the 2021 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹¹</p> <p>A. Certified values:</p> <p>B. Counties: Include railroad rolling stock values certified by the Comptroller's office:</p> <p>C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:</p> <p>D. Tax increment financing: Deduct the 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2021 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.¹²</p> <p>E. Total 2021 value. Add A and B, then subtract C and D.</p>	<p>\$1,125,679,845</p> <p>\$0</p> <p>\$0</p> <p>\$3,081,010</p> <p>\$1,122,598,835</p>
<p>19. Total value of properties under protest or not included on certified appraisal roll.¹³</p> <p>A. 2021 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest.¹⁴</p> <p>B. 2021 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.¹⁵</p> <p>C. Total value under protest or not certified: Add A and B.</p>	<p>\$73,674,513</p> <p>\$0</p> <p>\$73,674,513</p>
<p>20. 2021 tax ceilings. Counties, cities and junior colleges enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step.¹⁶</p>	\$0
<p>21. 2021 total taxable value. Add Lines 18E and 19C. Subtract Line 20.¹⁷</p>	\$1,196,273,348

22. Total 2021 taxable value of properties in territory annexed after Jan. 1, 2020. Include both real and personal property. Enter the 2021 value of property in territory annexed. ¹⁸	<div style="border: 1px solid black; padding: 2px; text-align: right;">Item 18.</div>
23. Total 2021 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2020. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2020, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2021. ¹⁹	\$27,058,198
24. Total adjustments to the 2021 taxable value. Add Lines 22 and 23.	\$27,058,198
25. Adjusted 2021 taxable value. Subtract Line 24 from Line 21.	\$1,169,215,150
26. 2021 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$0.633041/\$100
27. COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2021 county NNR tax rate. ²¹	

¹Tex. Tax Code Section 26.012(14)

²Tex. Tax Code Section 26.012(14)

³Tex. Tax Code Section 26.012(13)

⁴Tex. Tax Code Section 26.012(13)

⁵Tex. Tax Code Section 26.012(15)

⁶Tex. Tax Code Section 26.012(15)

⁷Tex. Tax Code Section 26.012(15)

⁸Tex. Tax Code Section 26.03(c)

⁹Tex. Tax Code Section 26.012(13)

¹⁰Tex. Tax Code Section 26.012(13)

¹¹Tex. Tax Code Section 26.012,26.04(c-2)

¹²Tex. Tax Code Section 26.03(c)

¹³Tex. Tax Code Section 26.01(c) and (d)

¹⁴Tex. Tax Code Section 26.01(c)

¹⁵Tex. Tax Code Section 26.01(d)

¹⁶Tex. Tax Code Section 26.012(6)(b)

¹⁷Tex. Tax Code Section 26.012(6)

¹⁸Tex. Tax Code Section 26.012(17)

¹⁹Tex. Tax Code Section 26.012(17)

²⁰Tex. Tax Code Section 26.04(c)

²¹Tex. Tax Code Section 26.04(d)

²²Reserved for expansion

²³Tex. Tax Code Section 26.044

²⁴Tex. Tax Code Section 26.0441

SECTION 2: Voter-Approval Tax Rate

Item 18.

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The Voter-Approval tax rate for a county is the sum of the Voter-Approval tax rates calculated for each type of tax the county levies. In most cases the Voter-Approval tax rate exceeds the No-New-Revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Voter-Approval Tax Rate Worksheet	Amount/Rate
28. 2020 M&O tax rate. Enter the 2020 M&O tax rate.	\$0.581479/\$100
29. 2020 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$1,122,047,875
30. Total 2020 M&O levy. Multiply Line 28 by Line 29 and divide by \$100.	\$6,524,472
31. Adjusted 2020 levy for calculating NNR M&O rate.	
A. M&O taxes refunded for years preceding tax year 2020 Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020.	\$4,258
B. 2020 taxes in TIF Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2021 captured appraised value in Line 18D, enter 0.	\$17,301
C. 2020 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0.	\$0
D. 2020 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function.	-\$13,043
E. Add Line 30 to 31D.	\$6,511,429
32. Adjusted 2021 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$1,169,215,150
33. 2021 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$0.556905/\$100
34. Rate adjustment for state criminal justice mandate.²³	
A. 2021 state criminal justice mandate: Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	\$0

<p>B. 2020 state criminal justice mandate: Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	<div style="border: 1px solid black; padding: 2px; text-align: right; width: fit-content; margin: 0 auto;">Item 18.</div> <p style="text-align: right;">\$0.000000/\$100</p> <p style="text-align: right;">\$0.000000/\$100</p>
<p>35. Rate adjustment for indigent health care expenditures.²⁴</p> <p>A. 2021 indigent health care expenditures: Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose.</p> <p style="text-align: right;">\$0</p> <p>B. 2020 indigent health care expenditures: Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose.</p> <p style="text-align: right;">\$0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p> <p style="text-align: right;">\$0.000000/\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p> <p style="text-align: right;">\$0.000000/\$100</p>	<p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0.000000/\$100</p> <p style="text-align: right;">\$0.000000/\$100</p>
<p>36. Rate adjustment for county indigent defense compensation.²⁵</p> <p>A. 2021 indigent defense compensation expenditures: Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose.</p> <p style="text-align: right;">\$0</p> <p>B. 2020 indigent defense compensation expenditures: Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose.</p> <p style="text-align: right;">\$0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p> <p style="text-align: right;">\$0.000000/\$100</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.</p> <p style="text-align: right;">\$0.000000/\$100</p> <p>E. Enter the lessor of C and D. If not applicable, enter 0.</p> <p style="text-align: right;">\$0.000000/\$100</p>	<p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0.000000/\$100</p> <p style="text-align: right;">\$0.000000/\$100</p> <p style="text-align: right;">\$0.000000/\$100</p>
<p>37. Rate adjustment for county hospital expenditures.²⁶</p> <p>A. 2021 eligible county hospital expenditures: Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021.</p> <p style="text-align: right;">\$0</p> <p>B. 2020 eligible county hospital expenditures: Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020.</p> <p style="text-align: right;">\$0</p>	<p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0</p>

<p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p> <p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.</p> <p>E. Enter the lessor of C and D, if applicable. If not applicable, enter 0.</p>	<div style="text-align: right; border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;">Item 18.</div> <p>\$0.000000/\$100</p> <p>\$0.000000/\$100</p> <p>\$0.000000/\$100</p>
<p>38. Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information.</p> <p>A. Amount appropriated for public safety in 2020. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year</p> <p>B. Expenditures for public safety in 2020. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year.</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	<p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0.000000/\$100</p> <p style="text-align: right;">\$0.000000/\$100</p>
<p>39. Adjusted 2021 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	<p style="text-align: right;">\$0.556905/\$100</p>
<p>40. Adjustment for 2020 sales tax specifically to reduce property values. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2020 should complete this line. These entities will deduct the sales tax gain rate for 2021 in Section 3. Other taxing units, enter zero.</p> <p>A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2020, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent.</p> <p>B. Divide Line 40A by Line 32 and multiply by \$100.</p> <p>C. Add Line 40B to Line 39.</p>	<p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0.000000</p> <p style="text-align: right;">\$0.556905</p>
<p>41. 2021 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.</p> <p>Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p>Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	<p style="text-align: right;">\$0.576396/\$100</p>
<p>D41. Disaster Line 41 (D41): 2021 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval</p>	<p style="text-align: right;">\$0.000000/\$100</p>

<p>tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of</p> <ol style="list-style-type: none"> 1. the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2. the third tax year after the tax year in which the disaster occurred. <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08.²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	<div style="border: 1px solid black; padding: 2px; width: fit-content; margin-left: auto;">Item 18.</div>
<p>42. Total 2021 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <ol style="list-style-type: none"> (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.²⁸ Enter debt amount.</p> <p>B. Subtract unencumbered fund amount used to reduce total debt.</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none)</p> <p>D. Subtract amount paid from other resources.</p> <p>E. Adjusted debt. Subtract B, C, and D from A.</p>	<p>\$913,387</p> <p>\$0</p> <p>\$0</p> <p>\$0</p> <p>\$913,387</p>
<p>43. Certified 2020 excess debt collections. Enter the amount certified by the collector.²⁸</p>	<p>\$0</p>
<p>44. Adjusted 2021 debt. Subtract Line 43 from Line 42E.</p>	<p>\$913,387</p>
<p>45. 2021 anticipated collection rate.</p> <p>A. Enter the 2021 anticipated collection rate certified by the collector:²⁹</p> <p>B. Enter the 2020 actual collection rate</p> <p>C. Enter the 2019 actual collection rate</p> <p>D. Enter the 2018 actual collection rate</p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.³¹</p>	<p>103.38%</p> <p>110.97%</p> <p>103.69%</p> <p>103.38%</p> <p>103.38%</p>
<p>46. 2021 debt adjusted for collections. Divide Line 44 by Line 45E</p>	<p>\$883,523</p>
<p>47. 2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i>.</p>	<p>\$1,196,273,348</p>
<p>48. 2021 debt tax rate. Divide Line 46 by Line 47 and multiply by \$100.</p>	<p>\$0.073856%</p>

49. 2021 voter-approval tax rate. Add Lines 41 and 48.	\$0.65025	Item 18.
D49. Disaster Line 49 (D49): 2021 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$0.000000/\$100	
50. COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2021 county voter-approval tax rate.		

²³Tex. Tax Code Section 26.044

²⁴Tex. Tax Code Section 26.0441

²⁵Tex. Tax Code Section 26.0442

²⁶Tex. Tax Code Section 26.0443

²⁷Tex. Tax Code Section 26.042(a)

²⁸Tex. Tax Code Section 26.012(7)

²⁹Tex. Tax Code Section 26.012(10) and 26.04(b)

³⁰Tex. Tax Code Section 26.04(b)

³¹Tex. Tax Code Section 26.04(h),(h-1) and (h-2)

**SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to R
Property Taxes**

Item 18.

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Additional Sales and Use Tax Worksheet	Amount/Rate
<p>51. Taxable Sales. For taxing units that adopted the sales tax in November 2020 or May 2021, enter the Comptroller's estimate of taxable sales for the previous four quarters.²⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2020, enter 0.</p>	\$0
<p>52. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.³³</p> <p>Taxing units that adopted the sales tax in November 2020 or in May 2021. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95.³⁴</p> <p>- or -</p> <p>Taxing units that adopted the sales tax before November 2020. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.</p>	\$0
<p>53. 2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i>.</p>	\$1,196,273,348
<p>54. Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.</p>	\$0.000000/\$100
<p>55. 2021 NNR tax rate, unadjusted for sales tax.³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i>.</p>	\$0.633041/\$100
<p>56. 2021 NNR tax rate, adjusted for sales tax.</p> <p>Taxing units that adopted the sales tax in November 2020 or in May 2021. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2020.</p>	\$0.633041/\$100
<p>57. 2021 voter-approval tax rate, unadjusted for sales tax.³⁶ Enter the rate from Line 49, Line D49 (disaster), or Line 50 (counties), as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i>.</p>	\$0.650252/\$100
<p>58. 2021 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.</p>	\$0.650252/\$100

³¹Reserved for expansion

³⁴Tex. Tax Code Section 26.041(d)

³²Tex. Tax Code Section 26.041(d)

³⁵Tex. Tax Code Section 26.04(c)

³³Tex. Tax Code Section 26.041(i)

³⁶Tex. Tax Code Section 26.04(c)

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

Item 18.

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Voter-Approval Protection for Pollution Control Worksheet	Amount/Rate
59. Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$0
60. 2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$1,196,273,348
61. Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$0.000000/\$100
62. 2021 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$0.650252/\$100

³⁷Tex. Tax Code Section 26.045(d)

³⁸Tex. Tax Code Section 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

Item 18.

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020; and⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Unused Increment Rate Worksheet	Amount/Rate
63. 2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0.010822
64. 2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero	\$0
65. 2018 unused increment rate. Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0.000000
66. 2021 unused increment rate. Add Lines 63, 64 and 65.	\$0.010822/\$100
67. 2021 voter-approval tax rate, adjusted for unused increment rate. ²³ Add Line 66 to one of the following lines (as applicable): Line 49, Line D49(disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$0.661074/\$100

³⁹Tex. Tax Code Section 26.013(a)

⁴⁰Tex. Tax Code Section 26.013(c)

⁴¹Tex. Tax Code Section 26.0501(a) and (c)

⁴²Tex. Tax Code Section Local Gov't Code Section 120.007(d), effective Jan. 1, 2022

⁴³Tex. Tax Code Section 26.063(a)(1)

SECTION 6: De Minimis Rate

Item 18.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

De Minimis Rate Worksheet	Amount/Rate
68. Adjusted 2021 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$0.556905/\$100
69. 2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$1,196,273,348
70. Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$0.041796
71. 2021 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.073856/\$100
72. De minimis rate. ²³ Add Lines 68, 70 and 71.	\$0.672557/\$100

⁴⁴Tex. Tax Code Section 26.012(8-a)

⁴⁵Tex. Tax Code Section 26.063(a)(1)

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

Item 18.

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year⁴⁷.

NOTE: This section will not apply to any taxing units in 2021. It is added to implement Senate Bill 1438 (87th Regular Session) and does not apply to a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a declared disaster in 2020, as provided for in the recently repealed Tax Code Sections 26.04(c-1) and 26.041(c-1).

In future tax years, this section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

In future tax years, this section will also apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Emergency Revenue Rate Worksheet	Amount/Rate
<p>73. 2020 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i>.</p>	N/A
<p>74. Adjusted 2020 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.</p> <p>If a disaster occurred in 2020 and the taxing unit calculated its 2020 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2020 worksheet due to a disaster, enter the 2020 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49.</p> <p>- or -</p> <p>If a disaster occurred prior to 2020 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2020, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2020 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster.⁴⁸ Enter the final adjusted 2020 voter-approval tax rate from the worksheet.</p> <p>- or -</p> <p>If the taxing unit adopted a tax rate above the 2020 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.</p>	N/A
<p>75. Increase in 2020 tax rate due to disaster. Subtract Line 74 from Line 73.</p>	N/A
<p>76. Adjusted 2020 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i>.</p>	N/A
<p>77. Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.</p>	222

	Item 18.
78. Adjusted 2021 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	N/A
79. Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	N/A
80. 2021 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49(disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	N/A

⁴⁶Tex. Tax Code Section 26.042(b)

⁴⁷Tex. Tax Code Section 26.042(f)

⁴⁸Tex. Tax Code Section 26.042(c)

⁴⁹Tex. Tax Code Section 26.042(b)

⁵⁰Tex. Tax Code Section 26.04(c-2) and (d-2)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue tax rate

As applicable, enter the 2021 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). \$0.633041/\$100

Indicate the line number used: 26

Voter-Approval tax rate

As applicable, enter the 2021 voter-approval tax rate from: Line 49, Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). \$0.661074/\$100

Indicate the line number used: 67

De minimis rate

If applicable, enter the de minimis rate from Line 72. \$0.672557/\$100

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.⁵⁰


print here KRISTIN BULANEK

Printed Name of Taxing Unit Representative

Kristin Bulanek

sign here _____

Taxing Unit Representative

 Digitally signed by Kristin Bulanek
Date: 2021.08.03 11:42:00 -05'00'

_____ Date

DEPARTMENT	PROJECT NAME	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 22-26 PROJECT TOTAL:
POLICE	APD DISPATCH CONSOLE UPGRADE PROJECT	\$ 70,000						\$
FIRE	6 AIR PACK REPLACEMENTS	\$ 38,000						\$
PARKS	FREEDOM PARK BLEACHER SHADES	\$ 59,392						\$
PARKS	ADA TRANSITION PLAN & CONSTRUCTION	\$ 44,440						\$
PARKS/ABLC	LAKESIDE PARK DESIGN & CONSTRUCTION	\$ 3,650,000						\$
ABLC	BACKUP GENERATOR CONNECTION FOR REC CENTER	\$ 44,587						\$
I.T.	WWTP FIBER- BATES PARK TO WWTP	\$ 142,000						\$
UTILITY	WASTEWATER TREATMENT PLANT LAB	\$ 124,000						\$
UTILITY	NORTHSIDE WWTP	\$ 243,000						\$
UTILITY	LIFT STATION REHABILITATION	\$ 73,000	\$ 600,000					\$ 600,000
KAB	GATEWAY MASTER PLAN & IMPLEMENTATION	\$ 75,000		\$ 750,000				\$ 750,000
PUB WRKS	TRANSITION PLAN & CONSTRUCTION FOR SIDEWALKS	\$ 42,960						\$
PUB WRKS	SOLAR LIGHTS	\$ 75,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 400,000
PUB WRKS	ANNUAL SIDEWALK PROJECTS	\$ 80,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 400,000
DVLP/MT SRVCS	CITY HALL HVAC SYSTEM REPLACEMENT	\$ 40,000		\$ 60,000	\$ 60,000			\$ 120,000
POLICE	COMMUNICATIONS RADIO PROJECT							\$
DVLP/MT SRVCS	COMPREHENSIVE MASTER PLAN	\$	\$ 120,000					\$ 120,000
DVLP/MT SRVCS	SUBSTANDARD BUILDING DEMO	\$	\$ 165,000	\$ 165,000				\$ 330,000
ADMIN/NON-DEPT	NEW SERVICE CENTER (PARKS, PUBLIC WORKS, IT)		\$ 6,870,524	\$ 34,500	\$ 34,500			\$ 185,000
ADMIN/NON-DEPT	CITY HALL RENOVATIONS	\$	\$ 200,000					\$ 6,870,524
ADMIN/NON-DEPT	LIVABLE CENTER IMPROVEMENT PROJECTS	\$	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,000,000
PARKS/ABLC	MUNICIPAL POOL DESIGN & CONSTRUCTION	\$	\$ 2,000,000					\$ 2,000,000
PARKS/ABLC	VETERANS PARK DESIGN & CONSTRUCTION	\$	\$ 750,000					\$ 750,000
PARKS/ABLC	FREEDOM PARK MASTER PLAN	\$ 400,000		\$ 3,000,000				\$ 3,000,000
I.T.	NETWORK INFRASTRUCTURE (HARDWARE ONLY)	\$	\$ 65,253					\$ 65,253
I.T.	SERVER AND STORAGE REPLACEMENT	\$	\$ 80,000					\$ 80,000
UTILITY	TEXAN TRAIL STORM SEWER	\$	\$ 300,000					\$ 300,000
UTILITY	HENDERSON TRANSMISSION MAIN LINE TRANSFER	\$	\$ 1,500,000					\$ 1,500,000
UTILITY	FIRE HYDRANT REPLACEMENTS	\$	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 100,000
UTILITY	WATER LINE PROJECT	\$	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
UTILITY	SEWER LINE PROJECT	\$	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
UTILITY	EXCAVATOR	\$	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
UTILITY	WATER TREATMENT MEMBRANE	\$	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 600,000
KAB	LOOP 274 MEDIAN LANDSCAPE	\$	\$ 230,000					\$ 230,000
EMERGENCY MINGMT	NEW EMERGENCY SUPPLIES FACILITY		\$ 2,759,313					\$ 2,759,313
POLICE	DISPATCH 3RD CONSOLE PROJECT		\$ 95,000					\$ 95,000
POLICE	TEN HAND-HELD TICKET WRITERS		\$ 65,187					\$ 65,187
POLICE	APD 4 PATROL CAR REPLACEMENT		\$ 200,462					\$ 200,462
FIRE	STATION 1 UPGRADE/EXTENSION		\$ 50,000	\$ 50,000	\$ 50,000	\$ 1,000,000	\$ 1,000,000	\$ 1,100,000
FIRE	STATION 1 OVERFLOW ADD ON		\$ 160,000					\$ 160,000
PARKS/ABLC	DOG PARK DESIGN & CONSTRUCTION		\$ 60,000	\$ 60,000				\$ 60,000
PARKS/ABLC	RUEBEN WELCH PLAN, DESIGN & CONSTRUCTION		\$ 25,000	\$ 200,000	\$ 2,000,000			\$ 2,225,000
UTILITY	SANITARY SEWER (HERITAGE OAKS)		\$ 300,000	\$ 300,000	\$ 300,000			\$ 900,000
UTILITY	CHENANGO WATER PLANT #2		\$ 1,500,000					\$ 1,500,000
UTILITY	OYSTER CREEK WWTP IMPROVEMENTS		\$ 1,000,000	\$ 11,000,000				\$ 12,000,000
UTILITY	RIDGE/REST (BOND)		\$ 1,500,000					\$ 1,500,000

Item 18.

DEPARTMENT	PROJECT NAME	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 22-26 PROJECT TOTAL:
POLICE	APD 4 PATROL CAR REPLACEMENT				\$ 202,467			\$ 202,467
POLICE	RECORDS MANAGEMENT PROJECT				\$ 500,000			\$ 500,000
FIRE	ENGINE 2 REPLACEMENT				\$ 110,000	\$ 75,000	\$ 75,000	\$ 260,000
PARKS/ABLC	DICKEY & BATES PARK MASTER P.D. & CONSTRUCTION				\$ 70,000	\$ 300,000	\$ 3,000,000	\$ 3,370,000
PARKS/ABLC	TRAILS MASTER PLAN, DESIGN & CONSTRUCTION				\$ 50,000	\$ 200,000	\$ 2,000,000	\$ 2,250,000
PARKS/ABLC	MASTERTON DESIGN & CONSTRUCTION				\$ 50,000	\$ 1,000,000		\$ 1,050,000
UTILITY	NEW WATER TOWER				\$ 3,500,000			\$ 3,500,000
UTILITY	SAN FELIPE (BOND)				\$ 1,500,000			\$ 1,500,000
UTILITY	CITY WIDE PIPE UPGRADES				\$ 57,810,480			\$ 57,810,480
POLICE	APD 4 PATROL CAR REPLACEMENT				\$ 204,492			\$ 204,492
PARKS/ABLC	BG PECK DESIGN & CONSTRUCTION				\$ 50,000	\$ 1,000,000	\$ 1,000,000	\$ 1,050,000
PARKS/ABLC	BRUSHY BAYOU DESIGN & CONSTRUCTION				\$ 100,000	\$ 1,000,000	\$ 1,000,000	\$ 1,100,000
POLICE	APD 4 PATROL CAR REPLACEMENT						\$ 206,537	\$ 206,537
POLICE	APD/MUNICIPAL COURT BUILDING CONSTRUCTION						\$ 5,000,000	\$ 5,000,000
FIRE	REPLACE BRUSH 3						\$ 210,000	\$ 210,000
FIRE	FIRE DEPT RESCUE TRUCK REPLACEMENT						\$ 760,000	\$ 760,000
PARKS/ABLC	REC CENTER EXPANSION CONCEPT, DESIGN, & CONSTRUCTION							
PARKS/ABLC	SKATE PARK DESIGN & CONSTRUCTION							
	TOTAL	\$ 5,201,379	\$ 11,270,524	\$ 11,126,215	\$ 80,177,447	\$ 5,088,992	\$ 15,226,537	\$ 122,889,715
UTILITY	TOTALS	\$ 440,000	\$ 2,400,000	\$ 2,925,000	\$ 74,385,480	\$ 425,000	\$ 275,000	\$ 80,410,480
GENERAL	TOTALS	\$ 1,316,792	\$ 8,870,524	\$ 6,386,215	\$ 1,991,967	\$ 2,663,992	\$ 14,951,537	\$ 34,864,235
KAB	TOTALS	\$ 75,000	\$ -	\$ 980,000	\$ -	\$ -	\$ -	\$ 980,000
ABLC	TOTALS	\$ 3,369,587	\$ -	\$ 835,000	\$ 3,800,000	\$ 2,000,000	\$ -	\$ 6,635,000

Item 18.



AGENDA ITEM SUMMARY FORM

MEETING DATE: August 10, 2021

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and possible action on the Chenango Water Plant – Ground Storage Tank

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: NA

FUNDS REQUESTED:

NA

FUND: NA

EXECUTIVE SUMMARY:

The existing Chenango Water Plant is one of three water booster stations in the City. The City has reported cracking and approximately 1 million gallons of water lose a month at the Chenango 1 million gallon concrete Ground Storage Tank (GST). The GST at the Chenango Water Pant was identified in the infrastructure report provided to Council last year as in need of replacement.

The City requested that a inspection of the GST be preformed. Please find the attached Memo, GST inspection report, water system capacities, and Chenango Water Plant new GST sketch and associated costs for the repair options.

RECOMMENDATION: HDR recommends the City replace the existing GST with a smaller 500K GST. The saving for down sizing the GST can be utilized for a new EST which is the limiting factor in the City of Angleton’s water distribution system. The new EST capacity will increase the total overall storage that is lost with the smaller GST.

Memo

Date: Tuesday, August 10, 2021

Project: 2021 On-Going Project

To: Angleton City Council

From: HDR Engineering, Inc. – John Peterson, P.E., CFM

Subject: Chenango Water Plant – 1 Million Gallon Ground Storage Tank

The existing Chenango Water Plant is one of three booster stations in the City. The Plant provides approximately 1/3 of the City's Booster Pump Capacity and 1 million gallons of storage capacity. The plant is a critical facility for the City's water distribution system. The 1 million gallon Ground Storage Tank (GST) was built in 1953 as a prestressed gunite tank. This type of tank construction is no longer utilized due to ending stresses in the tank wall, abrasion from water flow, and the thermodynamic stresses caused by temperature differences. Given the design and construction methods used at the time of the tank's construction (1952) it has reached its useful life. City staff has reported that the existing at the Chenango GST is developing cracking on the walls and its dome roof and is leaking approximately 1 million gallons of water a month. City staff requested that HDR evaluate solutions to repair or replace the GST.

HDR coordinated with DN Tanks to perform an inspection on the Chenango GST to verify if rehabilitation would be an appropriate measure. HDR received the attached inspection report that documented DN Tanks inspection of the GST (See attachment). The roof on the existing tank is in much worse condition than believed prior to the inspection causing the price of rehabilitation to increase significantly. The roof will have to be fully replaced. The report identified a hole in the existing roof of the GST. City staff immediately performed a repair to the hole on the GST roof.

After reviewing TCEQ requirements and discussions with DN Tanks, it is recommended that the City continue to monitor the condition of the existing GST roof of any open cracking and potential locations of potential infiltration into the City's potable water system. It is also recommended for the City to expedite the process or repair or replacement of the existing GST.

The following are the estimated repairs and their cost to rehabilitate the existing Chenango GST:

Tank Rehabilitation

Exterior Rehabilitation - \$600,000.00

Reshore the existing dome, design, furnish and install new 3" CIP dome overlay. Perform a cleaning of the exterior wall and dome and application of an architectural coating to the tank dome and wall including surface preparation, crack detailing, injection, and minor patching.

Interior Rehabilitation - \$350,000.00

Remove approximately 1" to 2" of sediment from the floor and clean by high-pressure water blast all interior surfaces of the tank wall and floor. Prepare concrete wall and floor surfaces as required and apply a moisture tolerant primer followed by a minimum 60 mils of a high performance elastomeric coating system over the wall and floor. Included under this item is to detail the floor-wall connection reinforced with a polyester scrim.

Appurtenance Upgrades - \$50,000.00

Remove and replace the following appurtenances: interior ladder with safety climb and wall connections, exterior ladder with cage and safety climb and wall connections, dome vent, roof hatch, and 8' of handrails on either side of the hatch.

Total estimated rehabilitation construction cost of **\$1,000,000**. The estimated life expectancy on the structure after the identified repair are completed is approximately 10-15 years.

Replacement GST

DN Tank has verified that site has sufficient room to install a 1 million gallon tank while the existing GST and booster pumps remain on line during construction (See Attachment). This will allow the City of Angleton to remain in compliance with TCEQ regulations on booster pump capacity. Also, if a 1 million gallon GST can be constructed then a 750K or 500K can be constructed on this site as well

The following are Opinion of Probable Construction Cost for budgeting purposes for different sizes of EST received from the contractor which included mobilization/bonds/insurance, grading, new tank, site work, yard piping, electrical, etc.

1. 0.5 MG GST = ±\$1.1 Million with an 80+ year life expectancy
2. 0.75 MG GST = ±\$1.25 Million with an 80+ year life expectancy
3. 1.0 MG GST = ±1.4 Million with an 80+ year life expectancy
4. \$100k for demolition of the existing tank

HDR reviewed the total storage capacity in the City's distribution system to see if there would be any negative effects if the City elected to reduce the GST. IF the City would reduce the GST to 500K, this still would not be an issue for the City's storage requirement (see attachment). It would also allow the City to save funding for a new Elevated Storage Tank (EST) which is the lowest surplus capacity for the City to meet TCEQ requirements and would increase the total storage capacity of the City at the same time. HDR verified the cycle time for a 500K GST is within acceptable cycling standards.

Recommendation

HDR recommends the City replace the existing GST with a smaller 500K GST. The saving can be utilized for a new EST which is the limiting factor in the City of Angleton's water distribution system. The new EST capacity will replace the total overall storage that is lost with the smaller GST.

If the City is limited in funding, the demolition of the existing GST could be done as part of this project or could be delayed until a later date. Also if future water demands require another GST, the City could then demo the existing GST and build another tank in this location.



Concrete Tank Services

Inspection | Rehab | Retrofit

410 East Trinity Boulevard, Grand Prairie, TX 75050 | 972.823.3300 | Fax 972.823.3333

Item 19.

July 28, 2021

HDR
4828 Loop Central Drive, Suite 800
Houston, TX 77081

ATTN: Mr. John Peterson, PE, CFM

RE: 1.0 MG Prestressed Gunite Ground Storage Tank Inspection
City of Angleton

On Wednesday, July 14, 2021, an inspection was performed on the above referenced ground storage tank at the Chenango St. Pump Station in Angleton, TX after concerns with leakage from the structure were reported to DN Tanks. The inspection was performed by Adam Blaser, P.E., Regional Manager for DN Tanks – Concrete Tank Services.

1.0 MG Ground Storage Tank

Based on information provided by others and found during the inspection, this is a 1.0 MG prestressed gunite water storage tank constructed by Preload Corporation around 1954. It has an inside diameter of approximately 83'-0" and a wall height of 25'-0" and appears to have been constructed with a gunite corewall with embedded steel diaphragm. The wall of a gunite tank is constructed by hanging the steel diaphragm vertically and shooting a thin 1" layer of gunite on the inside face of the diaphragm. Reinforcing steel is then hung on the outside face of the diaphragm and encased in gunite prior to applying the prestressing wire and final covercoat. There is usually only 1" of gunite protecting the diaphragm on the inside face of the wall.

DN Tanks (formerly Natgun Corporation) designed and constructed gunite style tanks from the early 1950's to the late 1960's and no longer builds this style tank. There was a concern that the 1" minimum gunite cover over the inside face of the diaphragm was inadequate to handle constantly changing bending stresses in the tank wall, abrasion from water flow, and the thermodynamic stresses caused by temperature differences. This led to the development of the current precast wall panel system (AWWA D110 – Type III) that is currently the standard prestressed concrete tank used in Texas. The prestressed concrete tank built by DN Tanks for the City of Angleton on W. Henderson Rd in 1988 was designed and built utilizing the precast concrete panel method (AWWA D110 – Type III).

The exterior tank wall was observed to be covered with a moderate buildup of environmental dirt and surface contaminants. The tank has an existing architectural coating that was in fair condition. The wall surface exhibits a pattern of random hairline cracks around the entire tank circumference. Most of these cracks exhibited varying degrees of built-up efflorescence. A majority of the cracks found were typical shrinkage cracks that can sometimes appear in the gunite or shotcrete covercoat of prestressed tanks. There is one main horizontal crack, approximately 20' above grade that travelled intermittently around the exterior wall with more significant efflorescence and moisture present on the southeast side of the wall. Efflorescence is caused by moisture migrating into and then out of the cracks in the gunite covercoat. When this occurs, the moisture reacts with free lime in the gunite and creates efflorescence. The efflorescence is deposited on the surface of the crack and in some instances, may seal the crack and the reaction stops. The source of moisture may be either internal moisture migrating from the tank interior through the corewall or external environmental moisture entering the crack. The tank was full at the time of the inspection and active flow was present in the crack, indicating that it is likely leakage from the tank interior. The cause of the leakage may also be a result of horizontal lap joints in the "continuous" steel diaphragm. Full height steel sheets may not have been available at the time of original construction and the lap joints may be relying on sealants and rivets to connect the steel panels together. These laps may also be permitting the leakage observed in the wall. Current AWWA D110 standards for prestressed tanks do not allow horizontal joints in the embedded steel diaphragm.

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The bottom 8' of the exterior wall above grade was sounded with a hammer around the circumference of the tank and was found to be solid and intact with no hollow or drummy sounding areas detected in gunite covercoat. The gunite did not exhibit any other signs of spalling or deterioration on the exterior wall.

Overall, the free spanning gunite dome on this tank was observed to be in poor condition and exhibited signs of deterioration. The dome was constructed with gunite in circumferential sections creating construction joints in the dome. Additionally, several severe cracks were observed in the dome with deterioration gunite present. A small piece of the gunite was removed from a deteriorated area and was found to extend through the entire dome to the tank interior. The thickness of the dome was estimated to be about 2" in this area and is likely similar thickness throughout the remainder of the dome. From the interior, several areas of exposed reinforcing steel mesh were observed with spalling present, likely due to insufficient cover at the time of original construction. It does not appear that the dome is watertight from external moisture. The dome itself appears to have reached the end of its useful life and should be either replaced or a new dome constructed over the existing dome.

The tank interior was not fully accessible due to the condition of the interior ladder and the tank being full at the time of the inspection. An underwater ROV (Remotely Operated Vehicle) was utilized to inspect the interior surfaces below the water, however, visibility was poor due to the amount of sediment in the water. The interior gunite wall was observed to be in overall fair condition. It was unclear if an interior coating was applied on the interior wall at some point but any coatings still remaining on the wall are likely providing no function at this point. The sediment present on the tank floor prevented any further inspection of the floor. The interior dome-wall joint was not accessible for inspection beyond view from the dome hatch but appeared to be in good condition. To ensure extended performance and watertightness of the tank, it is recommended that the wall and floor be coated with a high-performance elastomeric coating system to prevent the flow of water through the wall and floor.

There is about 12" of soil cover over the foundation on the tank exterior. A concern over leakage was discussed and a small area of soil was removed down to the footing during the inspection. The excavated area immediately filled with water which may indicate an issue at the floor-wall connection of the tank. Based on the age of the tank, the floor-wall connection may or may not have an embedded water stop to maintain watertightness. From the interior video taken, it appears that the joint consists of a gunite chamfer that connects the floor to the wall. Deterioration of this joint was observed during the underwater ROV inspection. The coating recommended for the interior wall and floor should also be installed over the floor-wall connection to create a watertight structure.

The existing interior access ladder is severely corroded with a large section laying on the floor of the tank. The top of the exterior staircase is narrow and creates a hazard when transferring to and from the dome. Several steel components on the staircase were also severely corroded. Both the ladder and staircase should be removed and replaced to meet current safety standards. Special precautions will need to be made when anchoring to the gunite wall on the exterior to avoid damage to prestress wires and on the interior to prevent damage to the embedded steel diaphragm.

The existing hatch opening should be removed and a larger opening with raised concrete curb and aluminum hatch cover installed to meet current TCEQ standards. The vent should also be replaced at the same time to meet current standards.

An overflow pipe was not present through the tank wall; however it may exit the tank through the floor. An outfall for the overflow and/or drain line was not immediately identified.

In our opinion, the tank wall appears to still be structurally adequate but no longer watertight, and the tank dome is in immediate need of repair. Rehabilitating the tank would help eliminate the current leakage and would extend the life of the tank 10+ years. The tank wall and floor can be waterproofed utilizing a fluid applied elastomeric coating system over the interior surfaces to prevent future moisture migration. This method has been used on many similar style gunite tanks around the country. A new concrete dome overlay can be installed over the existing dome by installing temporary shoring supports and installing a new 3" cast-in-place concrete dome with circumferential prestressing and no internal supports. The exterior of the tank should be cleaned, the cracks injected, and fully re-

DN Tanks
 Angleton, TX (Chenango GST)
 Page 3

coated to seal the surfaces. In addition, certain safety and appurtenance upgrades will bring the tank up to current standards.

Based on our observations while onsite we make the following recommendations with cost estimates:

<i>Chenango GST (Angleton, TX)</i>		
Item	Description	Budget Estimate
<i>Exterior</i>		
1. Exterior Rehabilitation	Re-shore the existing dome, design, furnish and install new 3" CIP dome overlay. Perform a cleaning of the exterior wall and dome and application of an architectural coating to the tank dome and wall including surface preparation, crack detailing, injection, and minor patching.	\$600,000.00
<i>Interior</i>		
2. Interior Rehabilitation	Remove approximately 1" to 2" of sediment from the floor and clean by high-pressure water blast all interior surfaces of the tank wall and floor. Prepare concrete wall and floor surfaces as required and apply a moisture tolerant primer followed by a minimum 60 mils of a high performance elastomeric coating system over the wall and floor. Included under this item is to detail the floor-wall connection reinforced with a polyester scrim.	\$350,00.00
3. Appurtenance Upgrades	Remove and replace the following appurtenances: interior ladder with safety climb and wall connections, exterior ladder with cage and safety climb and wall connections, dome vent, roof hatch, and 8' of handrails on either side of the hatch.	\$50,000.00

Exclusions

- Prior to undertaking these repairs, further evaluation should be performed by a structural engineer to confirm that the existing structure can accommodate the proposed modifications.
- The tank is to be drained by others prior to DN Tanks mobilization.
- The Owner will provide all lockout, tag out of valves to comply with all applicable OSHA regulations.
- Permits and fees, if required, are not included.
- Costs for bonds or special insurance requirements are not included
- Federal, state, and local taxes, if applicable, are not included.
- Budget estimates valid for six (6) months from date provided.

If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,



Adam P. Blaser, P.E. | Regional Manager, *CTS Central Region*
DN TANKS | Concrete Tank Services

410 East Trinity Blvd., Grand Prairie, Texas 75050
 Main Office 972.823.3300
 Direct 972.823.3322 | Cell 214.293.6465 | Fax 972.823.3333

Photographs



Exterior Wall with Horizontal Crack and Leak



Exterior Dome Surface with Cracking and Exposed Reinforcing



Overall View of Dome. Note cracking in foreground.



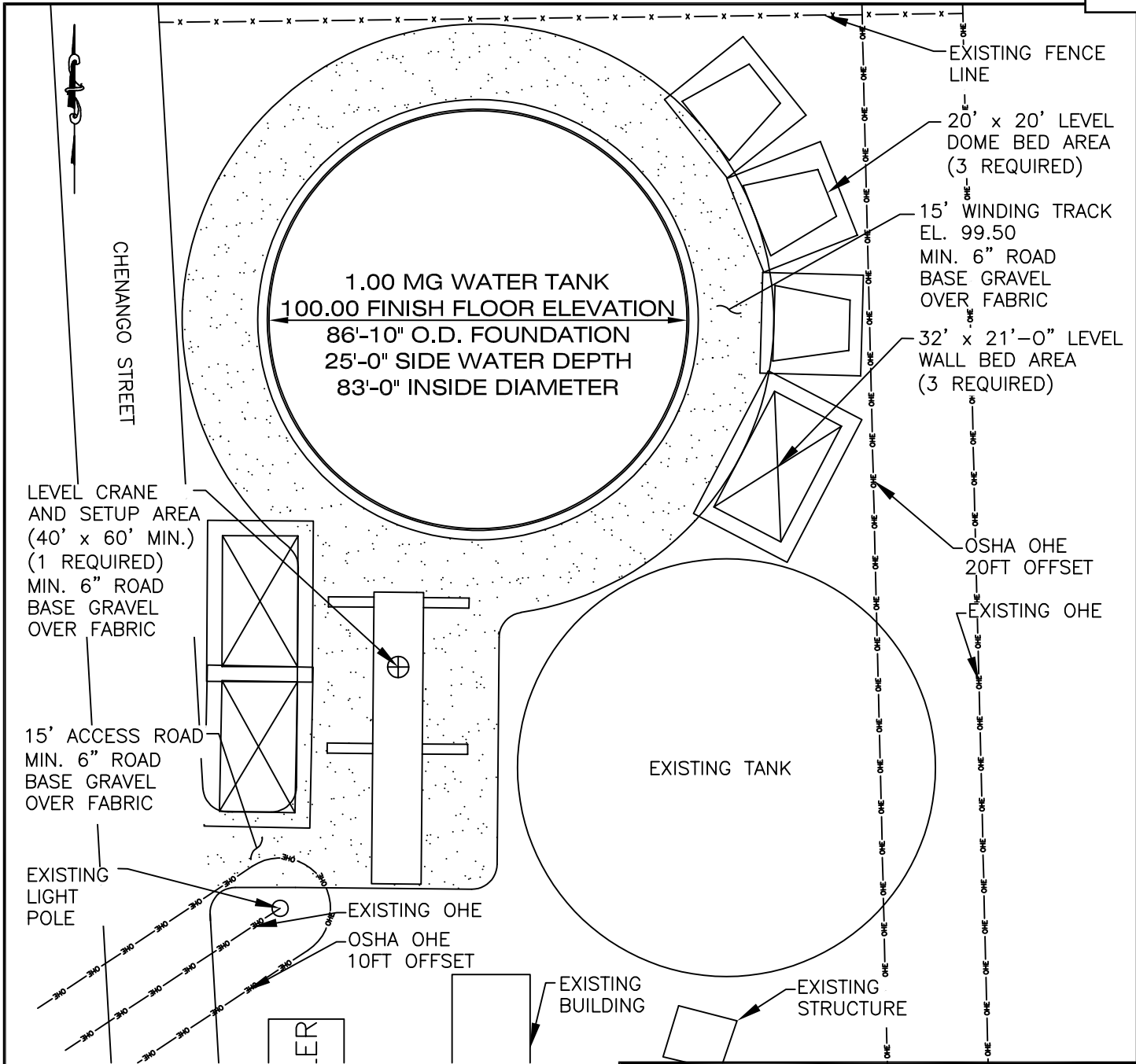
Close up of Cracking and Loose Gunite on the Dome from Photo Above



Water Collecting at Excavated Area Next to Tank



Dome Vent and Access Hatch



- NOTES:
- PLEASE USE THESE EX-DRAWINGS IN CONJUNCTION WITH THE DETAILED DN TANKS SCOPE LETTER AND SUBCONTRACT.
 - FINAL CASTING BED LOCATIONS TO BE DETERMINED BY THE DN TANKS FIELD SUPERINTENDENT.
 - LEVEL AREAS MUST BE PROVIDED FOR CASTING BEDS, CRANE AREAS, AND EQUIPMENT AND OFFICE TRAILERS. ALSO PROVIDE ACCESS TO TRACK.
 - BASED ON 250 TON CRANE WITH A 115 FT WORKING RADIUS. ERECTING 15 FT WIDE & 4.5 IN THICK UNIFORM WALL PANELS.
 - AT A MINIMUM, ALL WORK ROADS, ACCESS ROADS, RAMPS, CRANE AREAS, AND THE WINDING TRACK SHALL HAVE 6" OF ROAD BASE OVER GEOTEXTILE FILTER FABRIC, MIRAFI 500X OR EQUAL. REFER TO SCOPE LETTER FOR REQUIREMENTS.
 - MIRAFI 1100N OR EQUAL, SHALL BE PLACED PRIOR TO INSTALLATION OF CRUSHED STONE LEVELING BASE MATERIAL UNDER THE TANK.
 - DN TANKS WILL REQUIRE A 60 FT X 15 FT AND A 40 FT X 15 FT AREA TO BE PREPARED FOR OUR EQUIPMENT TRAILER AND OFFICE TRAILER. THIS AREA MUST BE LOCATED WITHIN 150 FT OF THE TANK. THIS AREA MUST BE CLEARED, GRUBBED, LEVELED, AND EASILY ACCESSIBLE.
 - 100.00 FINISH FLOOR IS FOR REFERENCE ONLY.

"THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DN TANKS, AND MAY NOT BE DUPLICATED, IN WHOLE OR IN PART, USED FOR OTHER THAN INTERNAL REVIEW PURPOSES, OR DISCLOSED TO OTHERS, WITHOUT THE PRIOR EXPRESS WRITTEN PERMISSION OF DN TANKS."



1.00 MG PRECAST, PRESTRESSED
CONCRETE WATER STORAGE TANK
CONSTRUCTION SITE LAYOUT - PLAN

DRAWN BY: ARG	DATE: 08/03/21	SCALE: 1" = 30'-0"	DWG# EX-1	REV: --/--/--	CHECKED:
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FILE:
U:\ENGINEER\DRAWINGS\LAYOUTS\SITE\2021\ANGLETON, TX (CHENANGO)-08-03-21.DWG

SITE LOCATION:
ANGLETON, TEXAS

Existing - Current Water System						Proposed - In Design or Construction (Freedom Park and Southside EST)		Total Surplus Connections (Existing + proposed)	Proposed - Change Boosters at Plant #3 to 3- 1,000 GPM (Discussed end of May 2021)		Total Surplus Connections (Existing + proposed)
Facility Type	Total Capacity	TCEQ Criteria	Min. Requirement	Surplus	Additional Connections	Capacity Increase	Additional Connections		Capacity Increase	Additional Connections	
Booster Pumps	5,100 gpm	110 Gal/Capita/day 3 person/Conn. 2.125 PHF	4,290 gpm	810 gpm	1,662	750 gpm	1,540	3,200	300 gpm	615	3,815
Total Storage	2,950,000 Gal	200 Gal/Connection	1,762,000 Gal	1,188,000 Gal	5,940	300,000 Gal (250,000+ 50,000)	1,500	7,440			7,440
Elevated Storage	1,000,000 Gal	100 Gal/Conn.	881,000 Gal	119,000 Gal	1,190	250,000 Gal	2,500	3,690			3,690
Water Supply	4,100 gpm	0.37 gpm/conn.	3,260 gpm	840 gpm	2,270	1,000 gpm	2,700	4,970			4,970

Total Current City Connections (base)		8810		8810
Additional Connections available	Limited by Booster Pumps	3200	Limited by EST	3690
Identified connections in "INTERNAL Summary" tab =		2126		2126
Remaining connections available =		1074		1,564

If you reduce Chenango EST to 500K



AGENDA ITEM SUMMARY FORM

MEETING DATE: 08/10/2021

PREPARED BY: M.E. for Chris Whittaker

AGENDA CONTENT: Discussion and possible action on the Service Center funding logistics action plan

AGENDA ITEM SECTION: Regular Agenda

EXECUTIVE SUMMARY: Executive Summary for Service Center Project

With the need to shutter the existing Service Center at 901 S Velasco in February and subsequent relocation of the Public Works, Parks, and Information Technology Staff to a modular office, we come to you tonight to seek direction on the path forward. A team was assembled to look at options and present the following possibilities for consideration:

I. 901 S Velasco – Demolish and Reconstruct

In January 2021 MRB Group was retained to prepare a Feasibility Study and Assessment of the Public Works Building. The intended scope was to demolish and reconstruct the existing foundation of the current Service Center building and expand the use and square footage to accommodate Parks, Public Works, and IT departments.

Existing Facility Site - Approx. 4.36 Acres Total

2.40 acres parking/drive (includes buildings)

1.96 acres green space/ auxiliary storage

13,300 sq. ft.

Spaces include Office area & Bay/Maintenance Area

(8) Bay Doors on each side of building for thru traffic, 12'w x 14'h.

Proposed

I.T. Department – Approximately 7,290 sf

Parks and Recreation Department – Approximately 5,284 sf

Public Works Department –4,430 sf

Shared/Common Area –4,696 sf

All three departments would have direct access to service bays.

TOTAL of 21,670 sf estimated at \$200.00/sf = \$4.3M Project

Consideration: Location

2. Purchase an Existing Building and Renovate

Contingent on availability of building but could potentially be a cost savings. (For comparison only) The team has toured two buildings in the past 6 months that had the needed square footage and open floor plan concept. With a renovation budget of approximately 1M the total cost for either of those buildings plus contingency would be approximately \$3M

Consideration: Cost Savings and location. Contingent on availability of property. Potential to sell present location.

3. Purchase Land and Build

The team toured the newly constructed TXDOT location and appreciated many of the design features and capabilities the property afforded them.

Consideration: Land availability, Location, Construction Costs, Potential to sell present location.

Note: The Modular Office is currently being leased for two years.

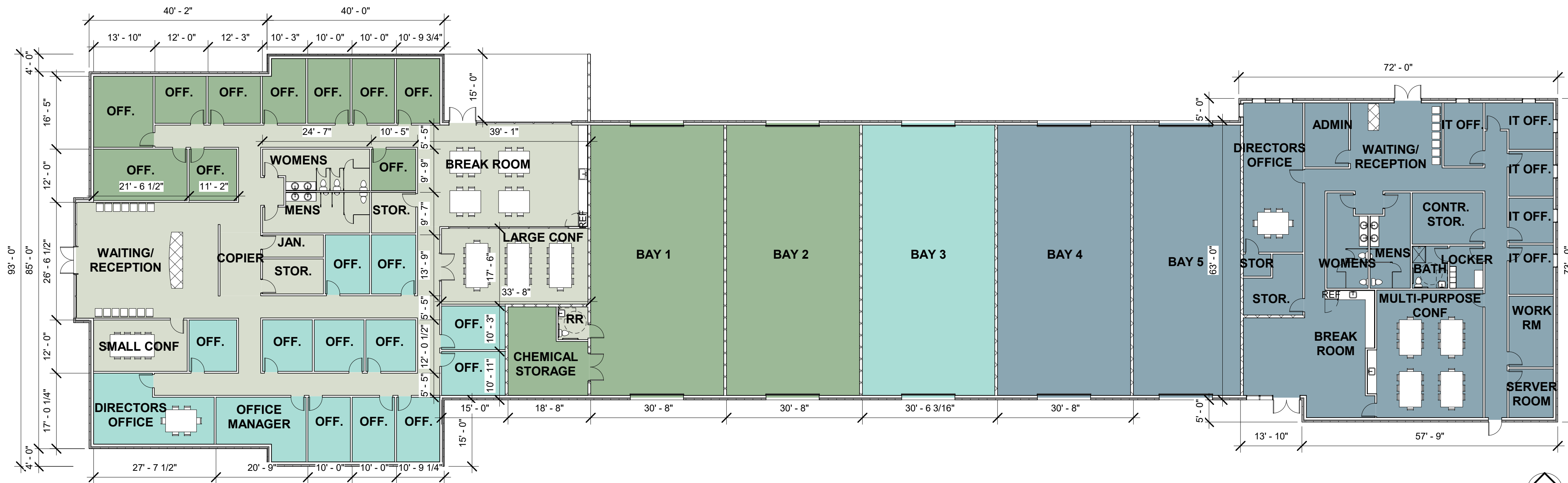
RECOMMENDATION:

Staff is seeking direction on the Service Center funding and logistics action plan

Department Legend

- I.T.
- Parks and Rec
- Public Works
- Shared/ Common Area

OPTION A Room Schedule	
DEPARTMENT	AREA
I.T.	7748 SF
Parks and Rec	5448 SF
Public Works	3917 SF
Shared/ Common Area	4608 SF
21721 SF	



1 Option A
1/16" = 1'-0"

Department Legend

- I.T.
- Parks and Rec
- Public Works
- Shared/ Common Area

OPTION B Room Schedule	
DEPARTMENT	AREA
I.T.	6832 SF
Parks and Rec	5120 SF
Public Works	4943 SF
Shared/ Common Area	4775 SF
21670 SF	



2 Option B
1/16" = 1'-0"

<p>City of Angleton</p>	<p>Floor Plan Options</p>
<p>Project Title:</p>	<p>Drawing Title:</p>
<p>Drawn By: Author</p>	<p>Checked By: Checker</p>
<p>Scale: 1/16" = 1'-0"</p>	<p>Date: 05/10/21</p>
<p>MRB group Engineering, Architecture & Surveying 5250 South 31st Street, Temple, Texas 76782 Phone: 254-771-2054 Corporate Office: The Calver Road Amory, 145 Calver Road, Suite 100, Rochester, New York 14620 Phone: 386-381-9741 Fax: 386-381-9745 www.mrbgroup.com</p>	
<p>Sheet No. A101</p>	
<p>Project No.</p>	

July 22, 2021

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

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
SERVICE CENTER/MAINTENANCE BUILDING CURRENT & FUTURE FACILITIES**

Dear Mr. Whittaker,

MRB Group is pleased to present a proposal to provide architectural and professional design services for the demolition and reconstruction of the facility located at 901 South Velasco, and currently houses the Public Works and Parks and Recreation Department.

Existing Facility (901 S. Velasco St., Angleton, TX)

Site - Approx. 4.36 Acres Total

- 2.40 acres parking/drive (includes buildings)
- 1.96 acres green space/ auxiliary storage
- 13,300 sq. ft.
- Spaces include Office area & Bay/Maintenance Area
- (8) Bay Doors on each side of building for thru traffic, 12'w x 14'h.

I. Project Overview

In January 2021 MRB Group was retained to prepare a Feasibility Study and Assessment of the Public Works Building for the City of Angleton. After presenting the findings to the City Manager, Chris Whittaker, and department heads, the decision was made to demolish and reconstruct the existing building at that same location. The advisory group has conditionally approved the new building schematic design documents presented in May. The intended scope is to demolish and reconstruct the existing foundation of the current Service Center building. The City also intends to expand the use and square footage to accommodate other departments within the City, including Parks and Recreation, Public Works, and IT. On May 12 of this year, MRB Group presented concept drawings

and a Preliminary Feasibility Study for the complex (Phase 1). MRB Group staff interviewed department heads and City staff to determine the overall wants and needs of the future development, as well as prepared Schematic Floor Plans and Site Plans to portray our findings during this exercise. With additional conversations with Mr. Whittaker and other City staff, it was determined that the best use of the existing site would be to demolish and reconstruct on the 2.40-acre tract, located at 901 S. Velasco, using only the existing concrete slab and service utility lines. The May report produced the following findings in a new build scenario:

- I.T. Department – Approximately 7,290 s.f.
- Parks and Recreation Department – Approximately 5,284 s.f.
- Public Works Department –4,430s.f.
- Shared/Common Area –4,696s.f.
- All three departments would have direct access to service bays.

TOTAL of 21,670 s.f. estimated at \$200.00/s.f. = \$4.3M Project

The City staff has some modifications to make to the plans and are ready to enter into a design contract with MRB Group to prepare Construction and Bid Documents. For the most part, the City of Angleton has settled on approved schematic plans and is ready to take the next steps.

Boundary and Topographic survey of the parcel and existing infrastructure for use in engineering design shall be provided to MRB Group by the City of Angleton in digital format. The survey should include known easements on or adjacent to the site. Topographic information should be presented with spot elevations and contour intervals of one foot.

II. **Scope of Services and Compensation**

MRB Group proposes the following services in this proposal:

A. **Site Investigation/Pre-Design**

1. Design Meeting (one (1)).
2. Finalize approved schematic plans with City of Angleton staff and stakeholders.
3. Investigate and document all site utilities, including water, main electrical service, and cursory evaluation of the septic system.

4. Stakeholder's Meetings.

Subtotal of A, Items 1 – 4 completed in Preliminary Feasibility Study

B. Design Development

1. CIVIL ENGINEERING

- a. Demolition Site Plan - Using the existing survey provided by the City, prepare a formal demolition plan showing existing site items and site items that are to be removed, structures, fences, light poles, pavement sections.
- b. Site Plan – Prepare a formal site plan based on the boundary/topographic survey provided by the City, concept plan, and pre-design discussions. Identify building coverage, green space calculations, dimensional layout data, loading and unloading areas, emergency access, parking space analysis, site ADA compliance, pedestrian access points to the proposed buildings, general site layout, and zoning compliance.
- c. Utility Plan – Develop a preliminary utility design plan showing existing utilities available on-site, new fire service and domestic water service connection points, gravity sanitary lateral connection, and stormwater management for the site. It is assumed that there are existing utility connections available on site or immediately adjacent to the parcel. Coordinate utility layout and design details with MRB's MEP sub-consultant.
- d. Grading & Erosion Control Plans – Prepare preliminary plans with rough design elevations, finished floor elevations for building pads and storage areas; identify areas to minimize site disturbance and clearing limits, and review existing drainage. Identify erosion control practices to reduce construction impacts. Identify the location of the proposed detention pond.
- e. Project Coordination with Angleton Drainage District (ADD) and ADD engineer.
- f. Project Coordination with City and/or contractor. (Three (3) virtual meetings with City Staff are included)
- g. Site Visit and Meeting. (1 Time).

2. ARCHITECTURAL
 - a. Prepare Overall Site Plan.
 - b. Prepare Initial Code Analysis.
 - c. Prepare Preliminary Floor Plan based on approval of Conceptual Design by Client.
 - d. Meeting with City of Angleton Design Standards Review Board. (one (1) meeting included).
 - e. Present Design Development documents to the City and revise as required to meet the approval of the owner.
 - f. Finalize a Preliminary set of plans, based on the conceptual floor plans prepared in the Site Feasibility Study/Assessment phase (Phase 1) referenced above. Tasks include preparing Floor Plans and Exterior Elevations.

3. STRUCTURAL ENGINEERING
 - a. Perform analysis and design of the foundation system for the proposed building addition and viability of the existing slab.
 - i. Assess the existing slab, footings, and connections to determine the viability of reusing for the proposed building.
 - ii. The foundation system will be determined based on information provided by a Geotechnical investigation (not part of this proposal) and a subsequent report containing foundation design recommendations.
 - iii. The structural framing for the building is expected to be a Pre-Engineered Metal Building (PEMB).
 - iv. A site visit by an MRB Group structural engineer will be performed to observe the condition of the existing building concrete.
 - v. If it is determined that the existing foundations and slabs are not adequate for the new facility, or that the new design requires adjustments to the existing concrete, additional services will be requested based upon the scope of the work.

- 4. MEP ENGINEERING
 - a. Prepare Preliminary MEP Construction Documents.
 - b. MEP Construction Documents will include the design of power, sanitary waste and vent, domestic water, gas (if allowed), HVAC, and site lighting to accommodate the architectural layout.
 - c. Fire alarm system design provided by others. Our design will provide power at locations as determined.

Civil Engineering (MRB Group).....	\$14,300.00
Architectural (MRB Group).....	\$45,500.00
Structural - Foundation (MRB Group).....	\$8,000.00
MEP Engineering (Cen-Tex Engineering).....	\$18,300.00
Geotechnical Report	by owner

Subtotal of B, Items 1 – 4\$86,100.00

C. Final Construction Documents

- 1. CIVIL ENGINEERING
 - a. Site Demolition Plan – Prepare a FINAL DEMOLITION PLAN based on approved documents in the Design Development phase.
 - b. Site Dimension Plan – Prepare a FINAL SITE PLAN based on approved documents in the Design Development phase.
 - c. Utility Plan – Develop a FINAL UTILITY PLAN and coordinate utility layout and design details with MRB's MEP sub-consultant.
 - d. Grading & Erosion Control Plans – Prepare a FINAL PLAN for construction.
 - e. Preparation of Pre and Post-Construction drainage plans identifying drainage patterns and peak flows.
 - f. Prepare drainage analysis and report of findings to accompany plans for permitting and for approval by the Angleton Drainage District. Includes detention sizing and calculations (if required).
 - g. Prepare site construction details as necessary.
 - h. Project Coordination with client and/or contractor. (Two (2) virtual meetings with City Staff are included)

2. ARCHITECTURAL
 - a. Overall Site Plan to include resurfacing and restriping of the existing parking lot and ADA routes.
 - b. Prepare Demolition Plans.
 - c. Develop Floor plans, Interior and Exterior Elevations (ADA-Compliant throughout), plan details, reflective ceiling plans, wall sections, door/window schedules, and general and construction notes.
 - d. Perform final building code and energy review (ComCheck).
 - e. Prepare final Architectural Construction Documents sufficient to receive a building permit and for bidding.
 - f. Prepare Contract Documents and Specifications to supplement Construction Plans.
 - g. Coordination of all design disciplines.

3. STRUCTURAL ENGINEERING
 - a. Prepare structural drawings for the foundation for the proposed building addition to consist of a plan, sections, and details.
 - b. Prepare any repair details required for the stabilization of the existing foundation.
 - c. Develop technical specifications for applicable divisions related to the foundation structural plans, to be placed on the drawings.

4. MEP ENGINEERING
 - a. Prepare Final MEP Documents.
 - b. MEP Construction Documents will include the design of power, sanitary waste and vent, domestic water, and site lighting to accommodate the Architectural layout.
 - c. Provide ComCheck Lighting and Mechanical Compliance forms as required by authorities having jurisdiction.
 - d. Drawing Revisions as required by the City Review for permitting.
 - e. Site lighting design as requested or required by the City.

Civil Engineering (MRB Group).....	\$27,200.00
Architectural (MRB Group).....	\$119,500.00
Structural – Foundation (MRB Group)	\$6,000.00
MEP Engineering (Cen-Tex Engineering).....	\$9,900.00
Subtotal of C, Items 1 – 4	\$162,600.00

D. Bidding

Plans will be disbursed and advertised for bid by the City of Angleton.

1. Prepare bid forms and tabulations.
2. Coordinate with City staff to publicly advertise for bidders per requirements of public-funded projects.
3. Provide electronic plans for City to distribute to prospective bidders.
4. Answer Requests for Information during the bidding process.
5. Issue addendums as required.
6. Collect and open sealed bids along with the City of Angleton staff and review proposals.

Civil Engineering (MRB Group).....	\$1,500.00
Architectural (MRB Group).....	\$10,000.00
Structural Engineering (MRB Group).....	\$5,450.00
MEP Engineering (Cen-Tex Engineering).....	included above

Subtotal of D, Items 1 – 6.....\$16,950.00

E. Construction Administration

Construction services are based on an estimated construction duration of 10-12 months. Our services are outlined below as follows:

1. Review construction shop drawings and submittals.
2. Respond to all RFIs. We will provide a complete set of plans in PDF format for contractor and sub-contractor review.
3. Construction Administration as requested by Client.
4. Site visits.

Architectural.....	hourly as required
Structural.....	hourly as required

Subtotal of E, Items 1-4.....TBD

Total Compensation..... \$265,650.00

The cost figures shown above represent our lump sum amount, or hourly where noted. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Additional Services

TDLR Review as required by the State of Texas:\$1,350.00

Full-color renderings are available to the client after the Design Development Phase, at a fee of \$850.00 per rendering.

The following items, not included in the above services can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization.

- A. Boundary Survey.
- B. Topographic Survey.
- C. Design changes after the approved design has been accepted by the City.
- D. Geotechnical Investigation.
- E. Interior Design Services.
- F. Construction Observation Services.
- G. Building Department Permit Applications.
- H. Building Commissioning.
- I. Domestic water pressure boosting system.
- J. Fire Pump/Fire Riser or Fire protection sizing, design, or specifications.
- K. Design of phone, security, CCTV, and data systems is excluded, except for conduit systems. The design of cable television and phone cabling will be contracted separately by the Owner.
- L. Evaluation of design beyond project area or scope listed above.
- M. Printing for bid sets.
- N. LEED-related design or documentation.
- O. Energy modeling.
- P. Landscape design.
- Q. Medical equipment planning.
- R. FFE planning.

- S. Material testing.
- T. Septic system testing or design.

IV. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement are MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,



Tanya Mikeska-Reed, A.I.A.
Southwest Architectural Manager



James J. Oberst, P.E., LEED AP
Executive Vice President/C.O.O.

J:\630006\Ltrs-Proposals\2021\lrmr-Angleton Service Center.docx

Enc.

PROPOSAL ACCEPTED FOR THE _____ BY:		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

**MRB GROUP, P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 08/10/2021

PREPARED BY: Chris Hill, Finance Director

AGENDA CONTENT: Discuss and Approve Projects for Debt Issuance and the related 2022-2026 Capital Improvement Plan.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Discuss Capacity Analysis for Capital Improvement Plan (CIP) and Funding.

Discuss any changes to the CIP plan.

Discuss Intent to Proceed with Debt Issuance and timeline for funding.

Discuss reimbursement resolution process and reserve funding.

RECOMMENDATION:

Staff recommends council approve Capital Projects to be funded by Debt Issuance and any corresponding changes to the 2022-2026 CIP Plan.



City of Angleton, Texas

Combination Tax and Revenue Certificates of Obligation, Series 2021

Projected Schedule of Events

Aug-21							Sep-21							Oct-21							Nov-21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
													31														

City Council Meeting Holiday

By	Day	Event	Responsibility
24-Aug-21	Tuesday	City Council considers Resolution Authorizing Notice of Intent to Issue Certificates of Obligation	City
25-Aug-21	Wednesday	Provide first draft of Preliminary Official Statement (POS)	FA
28-Aug-21	Saturday	First Publication and Posting on City's website of Notice of Intent to Issue Certificates	City
4-Sep-21	Saturday	Second Publication of Notice of Intent to Issue Certificates	City FA
7-Sep-21	Tuesday	Receive comments to first draft of POS	
9-Sep-21	Thursday	Send second draft of POS to working group for comments Documents sent to Rating Agency	FA
13-Sep-21	Week Of	Rating Agency Calls	City, FA
20-Sep-21	Monday	Receive comments to second draft of POS	FA
22-Sep-21	Wednesday	Final POS out for Comments	FA
28-Sep-21	Tuesday	Receive Ratings and Final Comments to POS	FA
30-Sep-21	Thursday	Finalize POS Distribute electronically through i-Deal Prospectus	FA
1-Oct-21	Friday	Apply for CUSIPs	FA
12-Oct-21	Tuesday	Competitive Bids Due City Council Adopts a Resolution to Approve the CO's	City, FA
13-Oct-21	Wednesday	Circulate Draft of Final Official Statement (FOS)	FA
18-Oct-21	Monday	Submit transcript of proceedings to Attorney General	BC
18-Oct-21	Monday	Comments due on FOS	FWG
21-Oct-21	Thursday	Print and Mail OS	FA
25-Oct-21	Monday	Circulate Closing Memo	FA
9-Nov-21	Tuesday	Closing and Delivery of Funds	FWG

Symbol Key	
FWG	Finance Working Group..... Includes the City, BC & FA
City	City of Angleton..... --
BC	Bond Counsel..... Hunton Andrews Kurth, LLP
FA	Financial Advisor..... HilltopSecurities



Preliminary

City of Angleton, Texas

Combination Tax and Revenue Certificates of Obligation, Series 2021

Market Rates August 4, 2021 Plus 15 Basis Points

Utility System Projects

Sources & Uses

Dated 11/09/2021 | Delivered 11/09/2021

Sources Of Funds

Par Amount of Bonds	\$2,285,000.00
Reoffering Premium	232,728.90
Total Sources	\$2,517,728.90

Uses Of Funds

Total Underwriter's Discount (1.200%)	27,420.00
Costs of Issuance	85,000.00
Deposit to Project Construction Fund	2,400,000.00
Rounding Amount	5,308.90
Total Uses	\$2,517,728.90

Preliminary

City of Angleton, Texas

Combination Tax and Revenue Certificates of Obligation, Series 2021

Market Rates August 4, 2021 Plus 15 Basis Points

Utility System Projects

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/09/2021	-	-	-	-	-
02/15/2022	-	-	20,546.67	20,546.67	-
08/15/2022	95,000.00	4.000%	38,525.00	133,525.00	-
09/30/2022	-	-	-	-	154,071.67
02/15/2023	-	-	36,625.00	36,625.00	-
08/15/2023	80,000.00	4.000%	36,625.00	116,625.00	-
09/30/2023	-	-	-	-	153,250.00
02/15/2024	-	-	35,025.00	35,025.00	-
08/15/2024	85,000.00	4.000%	35,025.00	120,025.00	-
09/30/2024	-	-	-	-	155,050.00
02/15/2025	-	-	33,325.00	33,325.00	-
08/15/2025	90,000.00	4.000%	33,325.00	123,325.00	-
09/30/2025	-	-	-	-	156,650.00
02/15/2026	-	-	31,525.00	31,525.00	-
08/15/2026	90,000.00	4.000%	31,525.00	121,525.00	-
09/30/2026	-	-	-	-	153,050.00
02/15/2027	-	-	29,725.00	29,725.00	-
08/15/2027	95,000.00	4.000%	29,725.00	124,725.00	-
09/30/2027	-	-	-	-	154,450.00
02/15/2028	-	-	27,825.00	27,825.00	-
08/15/2028	100,000.00	4.000%	27,825.00	127,825.00	-
09/30/2028	-	-	-	-	155,650.00
02/15/2029	-	-	25,825.00	25,825.00	-
08/15/2029	105,000.00	4.000%	25,825.00	130,825.00	-
09/30/2029	-	-	-	-	156,650.00
02/15/2030	-	-	23,725.00	23,725.00	-
08/15/2030	110,000.00	4.000%	23,725.00	133,725.00	-
09/30/2030	-	-	-	-	157,450.00
02/15/2031	-	-	21,525.00	21,525.00	-
08/15/2031	110,000.00	3.000%	21,525.00	131,525.00	-
09/30/2031	-	-	-	-	153,050.00
02/15/2032	-	-	19,875.00	19,875.00	-
08/15/2032	115,000.00	3.000%	19,875.00	134,875.00	-
09/30/2032	-	-	-	-	154,750.00
02/15/2033	-	-	18,150.00	18,150.00	-
08/15/2033	120,000.00	3.000%	18,150.00	138,150.00	-
09/30/2033	-	-	-	-	156,300.00
02/15/2034	-	-	16,350.00	16,350.00	-
08/15/2034	125,000.00	3.000%	16,350.00	141,350.00	-
09/30/2034	-	-	-	-	157,700.00
02/15/2035	-	-	14,475.00	14,475.00	-
08/15/2035	125,000.00	3.000%	14,475.00	139,475.00	-
09/30/2035	-	-	-	-	153,950.00

2021 CO | SINGLE PURPOSE | 8/4/2021 | 2:17 PM

Preliminary

City of Angleton, Texas

Combination Tax and Revenue Certificates of Obligation, Series 2021

Market Rates August 4, 2021 Plus 15 Basis Points

Utility System Projects

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/15/2036	-	-	12,600.00	12,600.00	-
08/15/2036	130,000.00	3.000%	12,600.00	142,600.00	-
09/30/2036	-	-	-	-	155,200.00
02/15/2037	-	-	10,650.00	10,650.00	-
08/15/2037	135,000.00	3.000%	10,650.00	145,650.00	-
09/30/2037	-	-	-	-	156,300.00
02/15/2038	-	-	8,625.00	8,625.00	-
08/15/2038	140,000.00	3.000%	8,625.00	148,625.00	-
09/30/2038	-	-	-	-	157,250.00
02/15/2039	-	-	6,525.00	6,525.00	-
08/15/2039	140,000.00	3.000%	6,525.00	146,525.00	-
09/30/2039	-	-	-	-	153,050.00
02/15/2040	-	-	4,425.00	4,425.00	-
08/15/2040	145,000.00	3.000%	4,425.00	149,425.00	-
09/30/2040	-	-	-	-	153,850.00
02/15/2041	-	-	2,250.00	2,250.00	-
08/15/2041	150,000.00	3.000%	2,250.00	152,250.00	-
09/30/2041	-	-	-	-	154,500.00
Total	\$2,285,000.00	-	\$817,171.67	\$3,102,171.67	-

Yield Statistics

Bond Year Dollars	\$25,831.83
Average Life	11.305 Years
Average Coupon	3.1634289%
Net Interest Cost (NIC)	2.3686386%
True Interest Cost (TIC)	2.2467196%
Bond Yield for Arbitrage Purposes	1.8078967%
All Inclusive Cost (AIC)	2.6206845%

IRS Form 8038

Net Interest Cost	2.0765859%
Weighted Average Maturity	11.178 Years

2021 CO | SINGLE PURPOSE | 8/4/2021 | 2:17 PM

City of Angleton, Texas
Debt Service Cash Flow for Angleton Operations Complex
Tax Impact for Single Issue
Assumes TAV Growth at 10.0%
As of August 4, 2021

DRAFT for discussion purposes only

Fiscal Year Ending 9/30	Taxable Assessed Valuation ⁽¹⁾	Existing Net Tax-Supported Debt Service	Capital Lease Debt Service	Series 2022 For Angleton Operatons Complex ⁽²⁾⁽³⁾				2021-2025 TOTAL NET NEW DEBT	Estimated NEW Net Tax-Supported Debt Service	Projected I&S Tax Rate ⁽⁴⁾
					\$ 6,280,000 Series 2022 GO Issue 2.04%					
2021										
2022	1,193,192,338	\$ 913,387		\$ -	\$ -		\$ -	\$ 913,387	\$ 0.07811	
2023	1,312,511,572	914,712		-	428,640		428,640	1,343,352	0.10444	
2024	1,443,762,729	909,663		-	430,550	\$ -	430,550	1,340,213	0.09472	
2025	1,588,139,002	812,313		-	431,150	\$ -	431,150	1,243,463	0.07989	
2026	1,746,952,902	797,963		-	426,450	-	426,450	1,224,413	0.07152	
2027	1,921,648,192	739,313		-	426,450	-	426,450	1,165,763	0.06190	
2028	1,921,648,192	726,362		-	430,950	-	430,950	1,157,312	0.06145	
2029	1,921,648,192	659,313		-	429,950	-	429,950	1,089,263	0.05784	
2030	1,921,648,192	643,638		-	428,550	-	428,550	1,072,188	0.05693	
2031	1,921,648,192	628,338		-	426,750	-	426,750	1,055,088	0.05603	
2032	1,921,648,192	608,113		-	431,025	-	431,025	1,039,138	0.05518	
2033	1,921,648,192	592,425		-	431,425	-	431,425	1,023,850	0.05437	
2034	1,921,648,192	576,200		-	426,600	-	426,600	1,002,800	0.05325	
2035	1,921,648,192	488,394		-	426,550	-	426,550	914,944	0.04858	
2036	1,921,648,192	473,930		-	431,125	-	431,125	905,055	0.04806	
2037	1,921,648,192	459,140		-	430,325	-	430,325	889,465	0.04723	
2038	1,921,648,192	439,435		-	429,225	-	429,225	868,660	0.04613	
2039	1,921,648,192	-		-	427,825	-	427,825	427,825	0.02272	
2040	1,921,648,192			-	431,050	-	431,050	431,050	0.02289	
2041	1,921,648,192			-	428,900	-	428,900	428,900	0.02277	
2042	1,921,648,192			-	431,375	-	431,375	431,375	0.02291	
2043	1,921,648,192			-		-			-	
2044	1,921,648,192			-		-			-	
2045	1,921,648,192			-		-			-	
2046	1,921,648,192			-		-			-	
2047	1,921,648,192			-		-			-	
		\$ 11,382,638	\$ -	\$ -	\$ 8,584,865	\$ -	\$ -	\$ 8,584,865	\$ 19,967,503	

Existing Debt Does Not Include Self-Supporting Debt.

- (1) Fiscal Year 2022 is based on recent values from the Appraisal District. There has been an adjustment for TIRZ values of \$3,081,010. Value increases by 10% per year for 5 years
- (2) Assumes Level Debt. For illustration purposes only, subject to change at anytime. Bond Issue Size is approximate to produce amounts indicated in CIP
- (3) Interest rate assumptions based on market conditions for August 4, 2021 plus 25 basis points.
- (4) Projected tax rates assume 98% tax collections for illustration purposes only. All rates are calculated - Tax Rate = Ann Debt / (TAV/100*.98)

Preliminary

City of Angleton, Texas

Combination Tax and Revenue Certificates of Obligation, Series 2022

Market Rates August 4, 2021 Plus 25 Basis Points

Angleton Operations Complex

Sources & Uses

Dated 04/06/2022 | Delivered 04/06/2022

Sources Of Funds

Par Amount of Bonds	\$6,280,000.00
Reoffering Premium	791,833.30
Total Sources	\$7,071,833.30

Uses Of Funds

Total Underwriter's Discount (1.200%)	75,360.00
Costs of Issuance	125,000.00
Deposit to Project Construction Fund	6,870,524.00
Rounding Amount	949.30
Total Uses	\$7,071,833.30

2022 CO | SINGLE PURPOSE | 8/4/2021 | 3:00 PM

Preliminary

City of Angleton, Texas

Combination Tax and Revenue Certificates of Obligation, Series 2022

Market Rates August 4, 2021 Plus 25 Basis Points

Angleton Operations Complex

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/06/2022	-	-	-	-	-
02/15/2023	145,000.00	4.000%	181,065.42	326,065.42	-
08/15/2023	-	-	102,575.00	102,575.00	-
09/30/2023	-	-	-	-	428,640.42
02/15/2024	230,000.00	4.000%	102,575.00	332,575.00	-
08/15/2024	-	-	97,975.00	97,975.00	-
09/30/2024	-	-	-	-	430,550.00
02/15/2025	240,000.00	4.000%	97,975.00	337,975.00	-
08/15/2025	-	-	93,175.00	93,175.00	-
09/30/2025	-	-	-	-	431,150.00
02/15/2026	245,000.00	4.000%	93,175.00	338,175.00	-
08/15/2026	-	-	88,275.00	88,275.00	-
09/30/2026	-	-	-	-	426,450.00
02/15/2027	255,000.00	4.000%	88,275.00	343,275.00	-
08/15/2027	-	-	83,175.00	83,175.00	-
09/30/2027	-	-	-	-	426,450.00
02/15/2028	270,000.00	4.000%	83,175.00	353,175.00	-
08/15/2028	-	-	77,775.00	77,775.00	-
09/30/2028	-	-	-	-	430,950.00
02/15/2029	280,000.00	4.000%	77,775.00	357,775.00	-
08/15/2029	-	-	72,175.00	72,175.00	-
09/30/2029	-	-	-	-	429,950.00
02/15/2030	290,000.00	4.000%	72,175.00	362,175.00	-
08/15/2030	-	-	66,375.00	66,375.00	-
09/30/2030	-	-	-	-	428,550.00
02/15/2031	300,000.00	4.000%	66,375.00	366,375.00	-
08/15/2031	-	-	60,375.00	60,375.00	-
09/30/2031	-	-	-	-	426,750.00
02/15/2032	315,000.00	3.000%	60,375.00	375,375.00	-
08/15/2032	-	-	55,650.00	55,650.00	-
09/30/2032	-	-	-	-	431,025.00
02/15/2033	325,000.00	3.000%	55,650.00	380,650.00	-
08/15/2033	-	-	50,775.00	50,775.00	-
09/30/2033	-	-	-	-	431,425.00
02/15/2034	330,000.00	3.000%	50,775.00	380,775.00	-
08/15/2034	-	-	45,825.00	45,825.00	-
09/30/2034	-	-	-	-	426,600.00
02/15/2035	340,000.00	3.000%	45,825.00	385,825.00	-
08/15/2035	-	-	40,725.00	40,725.00	-
09/30/2035	-	-	-	-	426,550.00
02/15/2036	355,000.00	3.000%	40,725.00	395,725.00	-
08/15/2036	-	-	35,400.00	35,400.00	-
09/30/2036	-	-	-	-	431,125.00

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Preliminary

City of Angleton, Texas

Combination Tax and Revenue Certificates of Obligation, Series 2022

Market Rates August 4, 2021 Plus 25 Basis Points

Angleton Operations Complex

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/15/2037	365,000.00	3.000%	35,400.00	400,400.00	-
08/15/2037	-	-	29,925.00	29,925.00	-
09/30/2037	-	-	-	-	430,325.00
02/15/2038	375,000.00	3.000%	29,925.00	404,925.00	-
08/15/2038	-	-	24,300.00	24,300.00	-
09/30/2038	-	-	-	-	429,225.00
02/15/2039	385,000.00	3.000%	24,300.00	409,300.00	-
08/15/2039	-	-	18,525.00	18,525.00	-
09/30/2039	-	-	-	-	427,825.00
02/15/2040	400,000.00	3.000%	18,525.00	418,525.00	-
08/15/2040	-	-	12,525.00	12,525.00	-
09/30/2040	-	-	-	-	431,050.00
02/15/2041	410,000.00	3.000%	12,525.00	422,525.00	-
08/15/2041	-	-	6,375.00	6,375.00	-
09/30/2041	-	-	-	-	428,900.00
02/15/2042	425,000.00	3.000%	6,375.00	431,375.00	-
09/30/2042	-	-	-	-	431,375.00
Total	\$6,280,000.00	-	\$2,304,865.42	\$8,584,865.42	-

Yield Statistics

Bond Year Dollars	\$72,875.33
Average Life	11.604 Years
Average Coupon	3.1627511%
Net Interest Cost (NIC)	2.1796019%
True Interest Cost (TIC)	2.0378249%
Bond Yield for Arbitrage Purposes	1.9271564%
All Inclusive Cost (AIC)	2.2251053%

IRS Form 8038

Net Interest Cost	1.8487049%
Weighted Average Maturity	11.573 Years

2022 CO | SINGLE PURPOSE | 8/4/2021 | 3:00 PM

City of Angleton, Texas
Debt Service Cash Flow for Angleton Operations Complex
Tax Impact for Single Issue - 25 Year Amortization
Assumes TAV Growth at 10.0%
As of August 4, 2021

DRAFT for discussion purposes only

Fiscal Year Ending 9/30	Taxable Assessed Valuation ⁽¹⁾	Existing Net Tax-Supported Debt Service	Capital Lease Debt Service	Series 2022 For Angleton Operatons Complex + Pool ⁽²⁾⁽³⁾				2021-2025 TOTAL NET NEW DEBT	Estimated NEW Net Tax-Supported Debt Service	Projected I&S Tax Rate ⁽⁴⁾
				\$	8,060,000	Series 2022 GO Issue 2.04%				
2021										
2022	1,193,192,338	\$ 913,387		\$ -			\$ -	\$ 913,387	\$ 0.07811	
2023	1,312,511,572	914,712		-	\$ 469,738		469,738	1,384,450	0.10763	
2024	1,443,762,729	909,663		-	468,950	\$ -	468,950	1,378,613	0.09744	
2025	1,588,139,002	812,313		-	470,150	-	470,150	1,282,463	0.08240	
2026	1,746,952,902	797,963		-	470,950	-	470,950	1,268,913	0.07412	
2027	1,921,648,192	739,313		-	466,450	-	466,450	1,205,763	0.06403	
2028	1,921,648,192	726,362		-	466,650	-	466,650	1,193,012	0.06335	
2029	1,921,648,192	659,313		-	471,350	-	471,350	1,130,663	0.06004	
2030	1,921,648,192	643,638		-	470,550	-	470,550	1,114,188	0.05916	
2031	1,921,648,192	628,338		-	469,350	-	469,350	1,097,688	0.05829	
2032	1,921,648,192	608,113		-	469,225	-	469,225	1,077,338	0.05721	
2033	1,921,648,192	592,425		-	470,225	-	470,225	1,062,650	0.05643	
2034	1,921,648,192	576,200		-	470,925	-	470,925	1,047,125	0.05560	
2035	1,921,648,192	488,394		-	466,400	-	466,400	954,794	0.05070	
2036	1,921,648,192	473,930		-	466,650	-	466,650	940,580	0.04995	
2037	1,921,648,192	459,140		-	466,600	-	466,600	925,740	0.04916	
2038	1,921,648,192	439,435		-	471,175	-	471,175	910,610	0.04835	
2039	1,921,648,192	-		-	470,375	-	470,375	470,375	0.02498	
2040	1,921,648,192			-	469,275	-	469,275	469,275	0.02492	
2041	1,921,648,192			-	467,875	-	467,875	467,875	0.02484	
2042	1,921,648,192			-	466,175	-	466,175	466,175	0.02475	
2043	1,921,648,192			-	469,100	-	469,100	469,100	0.02491	
2044	1,921,648,192			-	466,650	-	466,650	466,650	0.02478	
2045	1,921,648,192			-	468,825	-	468,825	468,825	0.02489	
2046	1,921,648,192			-	470,550	-	470,550	470,550	0.02499	
2047	1,921,648,192			-	466,900	-	466,900	466,900	0.02479	
		\$ 11,382,638	\$ -	\$ -	\$ 11,721,063	\$ -	\$ -	\$ 11,721,063	\$ 23,103,701	

Existing Debt Does Not Include Self-Supporting Debt.

- (1) Fiscal Year 2022 is based on recent values from the Appraisal District. There has been an adjustment for TIRZ values of \$3,081,010. Value increases by 10% per year for 5 years.
- (2) Assumes Level Debt. For illustration purposes only, subject to change at anytime. Bond Issue Size is approximate to produce amounts indicated in CIP.
- (3) Interest rate assumptions based on market conditions for August 4, 2021 plus 25 basis points.
- (4) Projected tax rates assume 98% tax collections for illustration purposes only. All rates are calculated - Tax Rate = Ann Debt / (TAV/100*.98)

Preliminary

City of Angleton, Texas

Combination Tax and Revenue Certificates of Obligation, Series 2022

Market Rates August 4, 2021 Plus 25 Basis Points

Angleton Operations Complex and Pool

Sources & Uses

Dated 04/06/2022 | Delivered 04/06/2022

Sources Of Funds

Par Amount of Bonds	\$8,060,000.00
Reoffering Premium	1,047,503.05
Total Sources	\$9,107,503.05

Uses Of Funds

Total Underwriter's Discount (1.200%)	96,720.00
Costs of Issuance	140,000.00
Deposit to Project Construction Fund	8,870,524.00
Rounding Amount	259.05
Total Uses	\$9,107,503.05

Preliminary

City of Angleton, Texas

Combination Tax and Revenue Certificates of Obligation, Series 2022

Market Rates August 4, 2021 Plus 25 Basis Points

Angleton Operations Complex and Pool

Debt Service Schedule

Part 1 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/06/2022	-	-	-	-	-
02/15/2023	115,000.00	4.000%	225,612.92	340,612.92	-
08/15/2023	-	-	129,125.00	129,125.00	-
09/30/2023	-	-	-	-	469,737.92
02/15/2024	215,000.00	4.000%	129,125.00	344,125.00	-
08/15/2024	-	-	124,825.00	124,825.00	-
09/30/2024	-	-	-	-	468,950.00
02/15/2025	225,000.00	4.000%	124,825.00	349,825.00	-
08/15/2025	-	-	120,325.00	120,325.00	-
09/30/2025	-	-	-	-	470,150.00
02/15/2026	235,000.00	4.000%	120,325.00	355,325.00	-
08/15/2026	-	-	115,625.00	115,625.00	-
09/30/2026	-	-	-	-	470,950.00
02/15/2027	240,000.00	4.000%	115,625.00	355,625.00	-
08/15/2027	-	-	110,825.00	110,825.00	-
09/30/2027	-	-	-	-	466,450.00
02/15/2028	250,000.00	4.000%	110,825.00	360,825.00	-
08/15/2028	-	-	105,825.00	105,825.00	-
09/30/2028	-	-	-	-	466,650.00
02/15/2029	265,000.00	4.000%	105,825.00	370,825.00	-
08/15/2029	-	-	100,525.00	100,525.00	-
09/30/2029	-	-	-	-	471,350.00
02/15/2030	275,000.00	4.000%	100,525.00	375,525.00	-
08/15/2030	-	-	95,025.00	95,025.00	-
09/30/2030	-	-	-	-	470,550.00
02/15/2031	285,000.00	4.000%	95,025.00	380,025.00	-
08/15/2031	-	-	89,325.00	89,325.00	-
09/30/2031	-	-	-	-	469,350.00
02/15/2032	295,000.00	3.000%	89,325.00	384,325.00	-
08/15/2032	-	-	84,900.00	84,900.00	-
09/30/2032	-	-	-	-	469,225.00
02/15/2033	305,000.00	3.000%	84,900.00	389,900.00	-
08/15/2033	-	-	80,325.00	80,325.00	-
09/30/2033	-	-	-	-	470,225.00
02/15/2034	315,000.00	3.000%	80,325.00	395,325.00	-
08/15/2034	-	-	75,600.00	75,600.00	-
09/30/2034	-	-	-	-	470,925.00
02/15/2035	320,000.00	3.000%	75,600.00	395,600.00	-
08/15/2035	-	-	70,800.00	70,800.00	-
09/30/2035	-	-	-	-	466,400.00
02/15/2036	330,000.00	3.000%	70,800.00	400,800.00	-
08/15/2036	-	-	65,850.00	65,850.00	-
09/30/2036	-	-	-	-	466,650.00

2022 CO AOC and Pool | SINGLE PURPOSE | 8/4/2021 | 3:33 PM

Preliminary

City of Angleton, Texas

Combination Tax and Revenue Certificates of Obligation, Series 2022

Market Rates August 4, 2021 Plus 25 Basis Points

Angleton Operations Complex and Pool

Debt Service Schedule

Part 2 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/15/2037	340,000.00	3.000%	65,850.00	405,850.00	-
08/15/2037	-	-	60,750.00	60,750.00	-
09/30/2037	-	-	-	-	466,600.00
02/15/2038	355,000.00	3.000%	60,750.00	415,750.00	-
08/15/2038	-	-	55,425.00	55,425.00	-
09/30/2038	-	-	-	-	471,175.00
02/15/2039	365,000.00	3.000%	55,425.00	420,425.00	-
08/15/2039	-	-	49,950.00	49,950.00	-
09/30/2039	-	-	-	-	470,375.00
02/15/2040	375,000.00	3.000%	49,950.00	424,950.00	-
08/15/2040	-	-	44,325.00	44,325.00	-
09/30/2040	-	-	-	-	469,275.00
02/15/2041	385,000.00	3.000%	44,325.00	429,325.00	-
08/15/2041	-	-	38,550.00	38,550.00	-
09/30/2041	-	-	-	-	467,875.00
02/15/2042	395,000.00	3.000%	38,550.00	433,550.00	-
08/15/2042	-	-	32,625.00	32,625.00	-
09/30/2042	-	-	-	-	466,175.00
02/15/2043	410,000.00	3.000%	32,625.00	442,625.00	-
08/15/2043	-	-	26,475.00	26,475.00	-
09/30/2043	-	-	-	-	469,100.00
02/15/2044	420,000.00	3.000%	26,475.00	446,475.00	-
08/15/2044	-	-	20,175.00	20,175.00	-
09/30/2044	-	-	-	-	466,650.00
02/15/2045	435,000.00	3.000%	20,175.00	455,175.00	-
08/15/2045	-	-	13,650.00	13,650.00	-
09/30/2045	-	-	-	-	468,825.00
02/15/2046	450,000.00	3.000%	13,650.00	463,650.00	-
08/15/2046	-	-	6,900.00	6,900.00	-
09/30/2046	-	-	-	-	470,550.00
02/15/2047	460,000.00	3.000%	6,900.00	466,900.00	-
09/30/2047	-	-	-	-	466,900.00
Total	\$8,060,000.00	-	\$3,661,062.92	\$11,721,062.92	-

Preliminary

City of Angleton, Texas

Combination Tax and Revenue Certificates of Obligation, Series 2022

Market Rates August 4, 2021 Plus 25 Basis Points

Angleton Operations Complex and Pool

Debt Service Schedule

Part 3 of 3

Yield Statistics

Bond Year Dollars	\$118,308.17
Average Life	14.678 Years
Average Coupon	3.0945141%
Net Interest Cost (NIC)	2.2908646%
True Interest Cost (TIC)	2.1354826%
Bond Yield for Arbitrage Purposes	2.0445197%
All Inclusive Cost (AIC)	2.2696069%

IRS Form 8038

Net Interest Cost	1.9701419%
Weighted Average Maturity	14.566 Years

Cash and Cash Equivalents (excludes receivables, inventory, etc.)

Fiscal Yr End	General Fund	Street Fund	Utilities Fund	Debt Fund	Combined Amount	Increase (Decrease)	ABLC Fund	Recreation Center
2002	\$ 206,432	\$ -	\$ 250	\$ -	\$ 206,682	\$ (458,492)	\$ 1,115,141	
2003	\$ 117,908	\$ 158,151	\$ 250	\$ 10,687	\$ 286,996	\$ 80,314	\$ 1,534,603	
2004	\$ 839,698	\$ 140,212	\$ 260	\$ 38,379	\$ 1,018,549	\$ 731,553	\$ 1,630,791	
2005	\$ 1,375,747	\$ 391,233	\$ 27,872	\$ 44,241	\$ 1,839,093	\$ 820,544	\$ 512,266	
2006	\$ 1,612,894	\$ 586,138	\$ 96,947	\$ 53,628	\$ 2,349,607	\$ 510,514	\$ 790,635	
2007	\$ 1,953,572	\$ 750,985	\$ 250	\$ 64,346	\$ 2,769,153	\$ 419,546	\$ 1,074,062	
2008	\$ 2,032,710	\$ 862,889	\$ 74,261	\$ 75,421	\$ 3,045,281	\$ 276,128	\$ 1,054,244	
2009	\$ 2,176,225	\$ 881,298	\$ 312,566	\$ 93,866	\$ 3,463,955	\$ 418,674		
2010	\$ 2,001,672	\$ 867,645	\$ 362,817	\$ 107,679	\$ 3,339,813	\$ (124,142)		
2011	\$ 1,924,067	\$ 965,667	\$ 438,712	\$ 138,719	\$ 3,467,165	\$ 127,352	\$ 49,340	\$0
2012	\$ 2,301,169	\$ 934,352	\$ 392,510	\$ 159,211	\$ 3,787,242	\$ 320,077	\$ 96,117	\$63,432
2013	\$ 2,424,039	\$ 1,363,112	\$ 715,176	\$ 169,874	\$ 4,672,201	\$ 884,959	\$ 369,078	\$76,159
2014	\$ 2,410,181	\$ 1,474,350	\$ 903,085	\$ 173,281	\$ 4,960,897	\$ 288,696	\$ 419,024	\$25,776
2015	\$ 2,223,333	\$ 1,924,366	\$ 1,474,885	\$ 185,633	\$ 5,808,217	\$ 847,320	\$ 1,061,212	\$94,097
2016	\$ 2,562,048	\$ 2,461,170	\$ 1,569,875	\$ 198,234	\$ 6,791,327	\$ 983,110	\$ 1,219,705	\$121,491
2017	\$ 2,311,758	\$ 2,714,305	\$ 2,170,423	\$ 198,164	\$ 7,394,650	\$ 603,323	\$ 644,220	\$172,676
2018	\$ 3,392,289	\$ 2,756,206	\$ 2,441,832	\$ 296,092	\$ 8,886,419	\$ 1,491,769	\$ 982,838	\$293,337
2019	\$ 3,789,253	\$ 3,284,479	\$ 2,360,555	\$ 368,439	\$ 9,802,726	\$ 916,307	\$ 827,661	\$339,529
2020	\$ 4,198,285	\$ 2,686,052	\$ 2,627,347	\$ 424,705	\$ 9,936,389	\$ 133,663	\$ 700,399	
June, 2021	\$ 4,019,602	\$ 2,197,318	\$ 1,800,059	\$ 424,705	\$ 8,441,685	\$ (1,494,704)	\$ 666,238	
Change	\$ (178,683)	\$ (488,734)	\$ (827,288)	\$ -	\$ (1,494,704)		\$ (34,161)	
Ratio	28%		25%				40%	
Number of Days	103		91				147	

CITY OF ANGLETON											
FISCAL BUDGET YEAR											
OCT. 1, 2021 TO SEPT. 30, 2022											
DEBT SERVICE FUND											
	05										
REVENUE											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
AD VALOREM TAXES	\$1,028,680	\$959,706	-7%	\$894,532	\$959,899	\$926,732	-3%	-3%		(\$32,974)	(\$33,167)
MISCELLANEOUS	\$2,907	\$1,000	-66%	\$538	\$807	\$500	-50%	-38%		(\$500)	(\$307)
TRANSFERS	\$1,639,391	\$2,059,140		\$1,445,567	\$2,059,140	\$2,159,647	100%	100%		\$100,507	\$100,507
TOTAL REVENUE	\$2,670,978	\$3,019,846	13%	\$2,340,637	\$3,019,846	\$3,086,879				\$67,033	\$67,033
	% CHANGE	13%			0%						
EXPENDITURES											
	LAST YEAR	CURRENT BUDGET	% CHG.	CURRENT YEAR TO DATE	CURRENT YEAR PROJECTED	REQUESTED BUDGET	% CHG. BUD	% CHG. PROJ	COMMENTS	\$ CHG BUDG	\$ CHG PROJ
TOTAL SERVICES	\$6,750	\$17,475	159%	\$8,130	\$17,475	\$17,475	0%	0%		\$0	\$0
MISCELLANEOUS	\$3,061,822	\$3,002,371	-2%	\$2,234,505	\$3,002,371	\$3,055,559	2%	2%		\$53,188	\$53,188
OTHER	\$13,998	\$0		\$0	\$0	\$13,845				\$13,845	\$13,845
										\$0	\$0
TOTAL DEPARTMENT	\$3,082,570	\$3,019,846	-2%	\$2,242,635	\$3,019,846	\$3,086,879				\$67,033	\$67,033
	% CHANGE	-2%			0%						
REVENUE OVER/(UNDER) EXPENDITURES	(\$411,592)	\$0		\$98,002	\$0	\$0					

**GENERAL FUND DEBT SERVICE PAYMENTS BY SERIES
ANNUAL BUDGET - FISCAL YEAR 2021/2022**

Fiscal Year	2016 Refunding Com & Tax		2019 Debt Issue		Annual Total				I&S W/STREETS
	Principal	Interest	Principal	Interest	Principal	Interest	Admin	Total	
FYE 2021	\$ 30,000	\$ 6,200	\$ 80,000	\$ 37,850	\$110,000	\$44,050	\$2,625	\$156,675	\$974,537
FYE 2022	\$ 30,000	\$ 5,600	\$ 80,000	\$ 34,650	\$110,000	\$40,250	\$2,625	\$152,875	\$913,387
FYE 2023	\$ 35,000	\$ 4,775	\$ 80,000	\$ 31,450	\$115,000	\$36,225	\$2,625	\$153,850	\$914,712
FYE 2024	\$ 35,000	\$ 3,725	\$ 80,000	\$ 28,250	\$115,000	\$31,975	\$2,625	\$149,600	\$909,663
FYE 2025	\$ 25,000	\$ 2,700	\$ 80,000	\$ 25,050	\$105,000	\$27,750	\$2,625	\$135,375	\$812,313
FYE 2026	\$ 25,000	\$ 1,700	\$ 80,000	\$ 21,850	\$105,000	\$23,550	\$2,625	\$131,175	\$797,963
FYE 2027	\$ 15,000	\$ 900	\$ 75,000	\$ 18,750	\$90,000	\$19,650	\$2,625	\$112,275	\$739,313
FYE 2028	\$ 15,000	\$ 300	\$ 75,000	\$ 15,750	\$90,000	\$16,050	\$2,625	\$108,675	\$726,362
FYE 2029			\$ 75,000	\$ 12,750	\$75,000	\$12,750	\$2,625	\$90,375	\$659,313
FYE 2030			\$ 75,000	\$ 10,125	\$75,000	\$10,125	\$2,625	\$87,750	\$643,638
FYE 2031			\$ 75,000	\$ 7,875	\$75,000	\$7,875	\$2,625	\$85,500	\$628,338
FYE 2032			\$ 75,000	\$ 5,625	\$75,000	\$5,625	\$2,625	\$83,250	\$608,113
FYE 2033			\$ 75,000	\$ 3,375	\$75,000	\$3,375	\$2,625	\$81,000	\$592,425
FYE 2034			\$ 75,000	\$ 1,125	\$75,000	\$1,125	\$2,625	\$78,750	\$576,200
FYE 2035									\$488,394
FYE 2036									\$473,930
FYE 2037									\$459,140
FYE 2038									\$439,435
FYE 2039									\$0
FYE 2040									\$0
TOTALS	\$180,000	\$ 19,700	\$1,000,000	\$ 216,625	\$1,180,000	\$ 236,325	\$34,125	\$1,450,450	

Original 12-16	General Fund	Original 11-19	General Fund
Total 4,555,000	1,230,000	Total 9,445,000	1,200,000
Fire (Platform Truck)		Fire(Truck)	
Refunding of 2008			
Municipal Court, Remodle PD,AC			
2016 GF Debt		\$180,000	
2016 ST Debt		\$405,000	
2018 ST COMB		\$7,425,000	
2019 GF DEBT		\$1,000,000	
TOTAL		\$9,010,000	

**STREET FUND DEBT SERVICE PAYMENTS BY SERIES
ANNUAL BUDGET - FISCAL YEAR 2021/2022**

Fiscal Year	& Rev		2018 Comb Tax & Rev		Annual Totals			
	Principal	Interest	Principal	Interest	Principal	Interest	Admin Exp.	Total
FYE 2021	\$70,000	\$13,800	\$480,000	\$251,937	\$550,000	\$265,737	\$2,125	\$817,862
FYE 2022	\$75,000	\$12,350	\$435,000	\$236,037	\$510,000	\$248,387	\$2,125	\$760,512
FYE 2023	\$80,000	\$10,400	\$450,000	\$218,337	\$530,000	\$228,737	\$2,125	\$760,862
FYE 2024	\$80,000	\$8,000	\$470,000	\$199,938	\$550,000	\$207,938	\$2,125	\$760,063
FYE 2025	\$50,000	\$5,800	\$435,000	\$184,013	\$485,000	\$189,813	\$2,125	\$676,938
FYE 2026	\$55,000	\$3,700	\$435,000	\$170,963	\$490,000	\$174,663	\$2,125	\$666,788
FYE 2027	\$30,000	\$2,000	\$435,000	\$157,913	\$465,000	\$159,913	\$2,125	\$627,038
FYE 2028	\$35,000	\$700	\$435,000	\$144,862	\$470,000	\$145,562	\$2,125	\$617,687
FYE 2029			\$435,000	\$131,813	\$435,000	\$131,813	\$2,125	\$568,938
FYE2030			\$435,000	\$118,763	\$435,000	\$118,763	\$2,125	\$555,888
FYE2031			\$435,000	\$105,713	\$435,000	\$105,713	\$2,125	\$542,838
FYE2032			\$430,000	\$92,738	\$430,000	\$92,738	\$2,125	\$524,863
FYE2033			\$430,000	\$79,300	\$430,000	\$79,300	\$2,125	\$511,425
FYE2034			\$430,000	\$65,325	\$430,000	\$65,325	\$2,125	\$497,450
FYE 2035			\$435,000	\$51,269	\$435,000	\$51,269	\$2,125	\$488,394
FYE 2036			\$435,000	\$36,805	\$435,000	\$36,805	\$2,125	\$473,930
FYE 2037			\$435,000	\$22,015	\$435,000	\$22,015	\$2,125	\$459,140
FYE 2038			\$430,000	\$7,310	\$430,000	\$7,310	\$2,125	\$439,435
TOTAL	\$405,000	\$42,950	\$7,425,000	\$2,023,113	\$7,830,000	\$2,066,063	\$36,125	\$9,932,188

Original 12-16 **Street**
 Total 4,555,000 1,750,000
 New High School Road, Stadium
 Drive & Campus Drive

Original 2-18 **Street**
 Total 9,640,000 8,740,000
 Street Improvement (Various)

**UTILITY (WATER) FUND DEBT SERVICE PAYMENTS BY SERIES
ANNUAL BUDGET - FISCAL YEAR 2021/2022**

Fiscal Year	2016 Refunding Tax & R 200-523		2019 Comb		2013 Refunding		2013 C.O.		Annual Total			
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Admin Exp.	Total
FYE 2021	\$195,000	\$46,100	\$205,000	\$203,113	\$306,227	\$13,322	\$275,000	46,911	\$981,227	\$309,446	\$8,100	\$1,298,774
FYE 2022	\$325,000	\$40,900	\$215,000	\$194,713	\$240,403	\$7,963	\$225,000	41,211	\$1,005,403	\$284,787	\$8,100	\$1,298,290
FYE 2023	\$390,000	\$31,800	\$40,000	\$189,613	\$214,645	\$3,756	\$200,000	36,366	\$844,645	\$261,535	\$8,100	\$1,114,281
FYE 2024	\$245,000	\$22,275	\$275,000	\$185,753			\$315,000	30,495	\$835,000	\$238,523	\$8,100	\$1,081,623
FYE 2025	\$235,000	\$13,900	\$315,000	\$179,603			\$310,000	23,370	\$860,000	\$216,873	\$8,100	\$1,084,973
FYE 2026	\$230,000	\$4,600	\$175,000	\$175,084			\$305,000	16,359	\$710,000	\$196,043	\$8,100	\$914,143
FYE 2027			\$445,000	\$164,756			\$285,000	9,633	\$730,000	\$174,389	\$8,100	\$912,489
FYE 2028			\$475,000	\$146,356			\$280,000	3,192	\$755,000	\$149,548	\$8,100	\$912,648
FYE 2029			\$570,000	\$128,681					\$570,000	\$128,681	\$8,100	\$706,781
FYE 2030			\$575,000	\$111,881					\$575,000	\$111,881	\$8,100	\$694,981
FYE 2031			\$580,000	\$97,831					\$580,000	\$97,831	\$8,100	\$685,931
FYE 2032			\$480,000	\$87,981					\$480,000	\$87,981	\$8,100	\$576,081
FYE 2033			\$480,000	\$79,131					\$480,000	\$79,131	\$8,100	\$567,231
FYE 2034			\$490,000	\$69,475					\$490,000	\$69,475	\$8,100	\$567,575
FYE 2035			\$500,000	\$58,619					\$500,000	\$58,619	\$8,100	\$566,719
FYE 2036			\$545,000	\$46,863					\$545,000	\$46,863	\$8,100	\$599,963
FYE 2037			\$555,000	\$34,140					\$555,000	\$34,140	\$8,100	\$597,240
FYE 2038			\$570,000	\$20,781					\$570,000	\$20,781	\$8,100	\$598,881
FYE 2039			\$590,000	\$7,006					\$590,000	\$7,006	\$8,100	\$605,106
TOTAL	\$1,620,000	\$159,575	\$8,080,000	\$2,181,380	\$761,275	\$25,042	\$2,195,000	207,537	\$12,656,275	\$2,573,533	\$153,900	\$15,383,709

Water Fund Debt Service is split between two line items		
03-565-705	Transfer to Debt Service	\$649,145
03-570-705	Transfer to Debt Service	\$649,145
	Total	\$1,298,290

2015 C.O. - this debt issue is included as part of the Impact Fee Special Fund.

Original 12-16	Water Fund	Original 11-19	Water Fund	Original 6-13	Water Fund	Original 6-13	Water Fund	
Total 4,555,000	2,260,000	Total 9,445,000	8,245,000	Total 5,265,000	3,013,619	Total 3,500,000	3,500,000	
Refunded Series, 2005,2007,2008		AMI Meters, Freedom Park		Refunded Series 2001,2002,2003		Northside Water Tower Maintenance		740,000
		Water Well, Sewer Plant, South				CR 220 Utility Replacement		50,000
		Side Water Tower				Utility System Mapping & Master Plan		300,000
						WWTP Generator (local match)		100,000
						County Grant local match - 2 Generators		200,000
						Water Well - Freedom Park (local match)		190,000
						Campus Drive Force Main		565,000
						Pearl Snaps Water Line		62,750

**IMPACT FEE DEBT SERVICE PAYMENTS (Fund 124 & 125)
ANNUAL BUDGET - FISCAL YEAR 2021/2022**

Fiscal Year	2015 Com & Tax				Annual Total			
	Principal	Interest	Principal	Interest	Principal	Interest	Admin	Total
FYE 2021	\$ 190,000	\$ 113,063			\$190,000	\$113,063	\$2,000	\$305,063
FYE 2022	\$ 195,000	\$ 107,288			\$195,000	\$107,288	\$2,000	\$304,288
FYE 2023	\$ 200,000	\$ 101,363			\$200,000	\$101,363	\$2,000	\$303,363
FYE 2024	\$ 210,000	\$ 94,163			\$210,000	\$94,163	\$2,000	\$306,163
FYE 2025	\$ 215,000	\$ 85,663			\$215,000	\$85,663	\$2,000	\$302,663
FYE 2026	\$ 225,000	\$ 77,988			\$225,000	\$77,988	\$2,000	\$304,988
FYE 2027	\$ 230,000	\$ 71,163			\$230,000	\$71,163	\$2,000	\$303,163
FYE 2028	\$ 235,000	\$ 64,188			\$235,000	\$64,188	\$2,000	\$301,188
FYE 2029	\$ 245,000	\$ 56,988			\$245,000	\$56,988	\$2,000	\$303,988
FYE 2030	\$ 250,000	\$ 49,563			\$250,000	\$49,563	\$2,000	\$301,563
FYE 2031	\$ 260,000	\$ 41,913			\$260,000	\$41,913	\$2,000	\$303,913
FYE 2032	\$ 270,000	\$ 33,625			\$270,000	\$33,625	\$2,000	\$305,625
FYE 2033	\$ 275,000	\$ 24,769			\$275,000	\$24,769	\$2,000	\$301,769
FYE 2034	\$ 285,000	\$ 15,313			\$285,000	\$15,313	\$2,000	\$302,313
FYE 2035	\$ 295,000	\$ 5,162			\$295,000	\$5,162	\$2,000	\$302,162
TOTALS	\$3,390,000	\$ 829,143			\$3,390,000	\$829,143	\$28,000	\$4,247,143

Fund 124 - 288/523 Impact Fee Capital Fund - 55% of Debt Issue Pmt
 Fund 125 - 220 Impact Fee Capital Fund - 45% of Debt Issue Pmt

Original 8-2015 **Wt. Impact Fees**
 Total 4,445,000 4,445,000

**ABLC DEBT SERVICE PAYMENTS BY SERIES
ANNUAL BUDGET - FISCAL YEAR 2021/2022**

Fiscal Year	2016 Refunding Tax & Rev. Cert		2018 Debt		2013 Refunding		2020 Comb tax		Annual Total			
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Admin Exp.	Total
FYE 2021	\$ 110,000	\$ 19,950	\$ 45,000	\$ 25,173	\$ 228,773	\$ 9,953	\$ 130,000	\$ 54,005	\$ 513,773	\$ 109,080	\$ 2,625	\$ 625,478
FYE 2022	\$ 65,000	\$ 18,200	\$ 45,000	\$ 23,598	\$ 179,597	\$ 5,949	\$ 150,000	\$ 67,100	\$ 439,597	\$ 114,847	\$ 2,625	\$ 557,069
FYE 2023	\$ 70,000	\$ 16,500	\$ 50,000	\$ 21,698	\$ 160,355	\$ 2,806	\$ 150,000	\$ 62,600	\$ 430,355	\$ 103,604	\$ 2,625	\$ 536,583
FYE 2024	\$ 135,000	\$ 13,425	\$ 50,000	\$ 19,698			\$ 150,000	\$ 58,100	\$ 335,000	\$ 91,223	\$ 2,625	\$ 428,848
FYE 2025	\$ 145,000	\$ 8,500	\$ 50,000	\$ 17,948			\$ 150,000	\$ 53,600	\$ 345,000	\$ 80,048	\$ 2,625	\$ 427,673
FYE 2026	\$ 140,000	\$ 2,800	\$ 50,000	\$ 16,448			\$ 150,000	\$ 49,100	\$ 340,000	\$ 68,348	\$ 2,625	\$ 410,973
FYE 2027			\$ 50,000	\$ 14,948			\$ 150,000	\$ 44,600	\$ 200,000	\$ 59,548	\$ 2,625	\$ 262,173
FYE 2028			\$ 45,000	\$ 13,523			\$ 150,000	\$ 40,100	\$ 195,000	\$ 53,623	\$ 2,625	\$ 251,248
FYE 2029			\$ 45,000	\$ 12,173			\$ 150,000	\$ 35,600	\$ 195,000	\$ 47,773	\$ 2,625	\$ 245,398
FYE 2030			\$ 45,000	\$ 10,823			\$ 145,000	\$ 31,175	\$ 190,000	\$ 41,998	\$ 2,625	\$ 234,623
FYE 2031			\$ 45,000	\$ 9,473			\$ 145,000	\$ 27,550	\$ 190,000	\$ 37,023	\$ 2,625	\$ 229,648
FYE 2032			\$ 45,000	\$ 8,123			\$ 145,000	\$ 24,650	\$ 190,000	\$ 32,773	\$ 2,625	\$ 225,398
FYE 2033			\$ 45,000	\$ 6,716			\$ 145,000	\$ 21,750	\$ 190,000	\$ 28,466	\$ 2,625	\$ 221,091
FYE 2034			\$ 45,000	\$ 5,254			\$ 145,000	\$ 18,850	\$ 190,000	\$ 24,104	\$ 2,625	\$ 216,729
FYE 2035			\$ 45,000	\$ 3,791			\$ 145,000	\$ 15,950	\$ 190,000	\$ 19,741	\$ 2,625	\$ 212,366
FYE 2036			\$ 45,000	\$ 2,295			\$ 145,000	\$ 13,050	\$ 190,000	\$ 15,345	\$ 2,625	\$ 207,970
FYE 2037			\$ 45,000	\$ 765			\$ 145,000	\$ 10,150	\$ 190,000	\$ 10,915	\$ 2,625	\$ 203,540
FYE 2038							\$ 145,000	\$ 7,250	\$ 145,000	\$ 7,250	\$ 750	\$ 153,000
FYE 2039							\$ 145,000	\$ 4,350	\$ 145,000	\$ 4,350	\$ 750	\$ 150,100
FYE 2040							\$ 145,000	\$ 1,450	\$ 145,000	\$ 1,450	\$ 750	\$ 147,200
TOTAL	\$ 555,000	\$ 59,425	\$ 745,000	\$ 187,269	\$ 339,952	\$ 8,755	\$ 2,795,000	\$ 586,975	\$ 4,434,952	\$ 842,424	\$ 44,250	\$ 5,321,626

Original 2-16 **ABLC**
 Total 4,555,000 1,615,000
 Refund Series 2005,2007,2008
 Construction of Freedom Park (2007)

Original 2-18 **ABLC**
 Total 9,640,000 900,000
 HVAC System, Lake Side Park Match
 400,000 500,000

Original **ABLC**
 Total 5,265,000 2,251,381
 Refunding of 2001,2002,2003
 Construction of Rec Center(2003)

Original 11-20 **ABLC**
 Total 2,925,000 2,925,000
 Funding Lake Side Park