



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, DECEMBER 14, 2021, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CONSENT AGENDA

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

1. Discussion and possible action on a resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through January 13, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
2. Discussion and possible action on a contract with Muraca Fiber to construct and maintain dark fiber to the Waste Water Treatment Plant.
3. Discussion and possible action on the accounts payable reports for September 2021.

PUBLIC HEARINGS AND ACTION ITEMS

4. Conduct a public hearing, discussion, and possible action on an ordinance authorizing a Specific Use Permit (SUP) for Billiard/Pool Facility (Three or more tables) on property more commonly known as 116 E. Mulberry Street.

REGULAR AGENDA

5. Discussion and possible action on a development agreement with Tejas - Angleton Development, L.L.C. for the Austin Colony Subdivision.
6. Discussion and possible action on the Austin Colony Section 1 final plat and a variance of Section 23-11.(I).3.
7. Discussion and possible action on the second phase of the Kiber Reserve Subdivision preliminary replat.
8. Discussion and possible action on the Brazoria County Courthouse Expansion project final replat.
9. Discussion and possible action on a resolution to add new mitigation items to the adopted Brazoria County Hazard Mitigation Action Plan.
10. Discussion and possible action on an agreement with Kimley-Horn for an ADA Self-Evaluation and Transition Plan and authorize the City Manager to execute the document, upon legal review.
11. Discussion on Charter Review Commission amendments.

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:

12. Discussion and possible action on south side park development and city facilities. Section 551.072 of the Texas Government Code.
13. Discussion and possible action on a resolution certifying the Public Works Emergency Response Plan and approving submittal to the EPA, as required by the America's Water Infrastructure Act. Section 551.089 of the Texas Government Code.
14. Discussion and possible action on an ordinance appointing Jeffrey R. Gilbert as the Municipal Court Judge for the Municipal Court of Record of the City of Angleton; and providing an effective date. Section 551.074 of the Texas Government Code.
15. Discussion and possible action on the City Manager Evaluation. Section 551.074 of the Texas Government Code.

OPEN SESSION

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

ADJOURNMENT

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

CERTIFICATION

I, Frances Aguilar, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday December 10, 2021 by 6:00 p.m. and remained so posted continuously for at least 72 hours proceeding 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: 12/14/2021

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 2021114-000 extending the disaster declaration signed by the Mayor on March 17, 2020, through January 13, 2022; 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. 20211214-000

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, RATIFYING THE DISASTER DECLARATION SIGNED BY THE MAYOR ON MARCH 17, 2020 AND CONSENTING TO ITS CONTINUATION THROUGH JANUARY 13, 2022; 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 January 13, 2022, 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. 20211214-000

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PASSED AND APPROVED THIS THE 14TH DAY OF DECEMBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/14/21

PREPARED BY: Jason Crews

AGENDA CONTENT: Discussion and possible action on the contract with Muraca Fiber to construct and maintain dark fiber to the Waste Water Treatment Plant.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$141,000 **FUNDS REQUESTED:** \$141,000

FUND: 120-570-507

EXECUTIVE SUMMARY: This project will complete the fiber network to the Waste Water Treatment Plant. This network connection will support the City IT infrastructure to the plant.

RECOMMENDATION:

Staff recommends Council approves the contract with Muraca Fiber.

Master Contractor Agreement

This Master Contractor Agreement (the “Agreement” or the “Contract”) is entered into between the City of Angleton (“the City”) and Muraca Fiber & Telecommunications (“Contractor”). City of Angleton and Contractor shall be referred to collectively as “the Parties”. This contract may also be referred to as the “Agreement,” “Master Contract” or the “Prime Contract.” This contract shall become effective upon the date of its execution.

In consideration of the mutual promises set forth in this Agreement it is agreed by and between the City and Contractor as follows:

A. This Master Contractor Agreement shall control all Work, as defined below, performed by Contractor on behalf of the City either assigned by the City pursuant to this Agreement and/or a work order in a form substantially similar to the work order attached as Exhibit A (“Work Order” or “Work Orders”), and whether or not a Work Order has been issued or signed, or as otherwise agreed to between the Parties in writing.

(1) Contractor shall furnish all work, materials, supplies, labor, services and equipment required for the construction and completion of certain improvements, alterations or repairs (known as the “Project” or the “Work”) and as more fully detailed on the Work Order.

(2) The Work Order shall identify the dollar amount and scope of the Work to be performed by Contractor and any Project specified terms. The City may issue and Contractor agrees to do Work pursuant to multiple Work Orders. Each Work Order will be incorporated into this Master Contractor Agreement

B. The Work is described more particularly in the following documents which are incorporated into this Agreement, and have full force and effect as if set out verbatim herein, and are known as the Contract Documents:

(1) This Agreement;

(2) Work Order;

(3) Construction documents developed pursuant to this Agreement or the Work Order; and,

(4) Contractors’ and material suppliers’ bids, proposals or quote obtained pursuant to this agreement.

- (5) Bid documents, attachments and exhibits;
- (6) Bid addendums, if applicable;
- (7) City's Definitions, Terms and Conditions;
- (8) Contractors Submission.

In case of conflict between the terms of this Agreement and the Contract Documents, the terms of the Agreement shall prevail in the order as listed above.

- C. Commencement Date. The date of commencement of the Work shall be the date of execution of this Agreement. The commencement of Work start date is subject to change only by written agreement between the Parties.
- D. Maintenance Agreement. Maintenance shall be five (5) consecutive (12) twelve month periods from the execution date. The agreement shall be renewed each year automatically for an additional twelve (12) month period of time, unless one party terminates such agreement in writing 30 days prior to the expiration of the then current term.
- E. Review of Performance. The City reserves the right to review the Respondent's performance and that of any subcontractor or independent contractor retained by the Contractor at the end of each (12) twelve month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.

- F. Time for Completion. Contractor shall provide the City with a Project Timeline. Contractor shall substantially complete the Project within the time period detailed in the Contractor's Project Timeline or within the time period detailed within the other Contract Documents, whichever is earlier. The timeline for completion is subject to change only by written agreement between the Parties.
- G. Contract Amount. The City agrees to pay Contractor the sum of \$113,574.00 (One-Hundred Thirteen Thousand Five Hundred and Seventy-Four Dollars and Zero Cents) as detailed in a Work Order for the completion of the Work (Contract Amount) to be paid as follows:
- (1) Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty (30) days after the acceptance of supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Contractor may charge a late fee which shall not be greater than that which is permitted by Texas Law for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - i There is a bona fide dispute between the City and Contractor concerning the supplies, or equipment delivered or the services performed that cause the payment to be late; or
 - ii The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - iii There is a bona fide dispute between the Contractor and subcontractor or independent contractor retained by Contractor or between a subcontractor or independent contractor retained by Contractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - iv The invoice is not mailed to the City in strict compliance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

- (2) Promptly following execution of this Agreement or a Work Order, Contractor shall submit to the City for approval, a breakdown of the Contract Amount itemizing material and labor for the various classifications of the Work prepared in such form and supported by such data to substantiate its accuracy, as the City may require. The breakdown will be used as a basis for reviewing the Contractor's application for payment. Contractor's application for payment must be submitted in a form acceptable to the City.
- (3) The City shall make payments to the Contractor as the Work progresses, based upon invoices submitted by the Contractor that details the completion of the Work (e.g.- linear feet of cable laid) and in accordance with section (H)(1). Payment shall only be due for the portion of the Work completed to the satisfaction of the City. It is an express condition precedent to the Contractor's right to payment that payments shall be received by the City from the Owner or General Contractor. Within fifteen (15) days after receipt by City of Angleton of payment from the Owner or General Contractor, City of Angleton shall make payment in the amount and to the extent received from the Owner or General Contractor, less any applicable retainage or other set off. The Contractor's Affidavit and Waiver of Lien for prior payments must be properly executed by an authorized representative of the Contractor and returned to City of Angleton prior to issuance of subsequent payments.
- (4) Invoices and payment requests received that are inaccurate or without substantiation will be held until corrected and substantiated, and then processed once corrected with the next round of invoice submittals per the requirements of the Contract Documents.
- (5) The Contractor shall, **if required**, additionally with each payment request, submit copies of certified payrolls to document the value of work-in-place and a Partial Release of Lien from all lower tier Contractor, third party payroll companies, and major material suppliers for which payment has previously been made to the Contractor by the City.
- (6) If the City, in its sole discretion, deems it necessary, the Contractor agrees to receive each of its progress payments and final payment in the form of multiple checks issued jointly between the Contractor's lower tier Contractors and major material suppliers and the Contractor. Lower tier Contractors that are to receive part or all of their progress payments by jointly payable check must additionally submit with their Payment Requests all invoices from each lower tier Contractor and major supplier, a Partial Release of Lien from any of its lower tier Contractors and major material suppliers for which payment has previously been made, and the net payments to be issued to each out of said jointly payable check. The City will not

issue a joint check unless the City has notified the Contractor in writing first and has allowed Contractor seven (7) days to correct the issues.

- (7) An application of the Contractor for payment must be accompanied by written invoices and completed "As-Built" drawings of completed work..
- (8) Invoice submittal dates will be provided per project and will be outlined on the work order as to when invoices can be submitted.
- (9) All material and work covered by partial payments made shall not be construed as:
 - (a) relieving Contractor from the responsibility for the care and protection of materials and Work upon which payments have been made.
 - (b) relieving Contractor from the responsibility to repair or correct any damaged or defective Work.
 - (c) a waiver any rights of the City under this Agreement; or,
 - (d) a release of Contractor or its sureties from any obligation under this Agreement.
- (10) Contractor assumes full and exclusive responsibility for payment of all federal, state and local taxes or contributions that may be payable based on the compensation of Contractor or his employees, or on the compensation of any other person or persons engaged by Contractor in

the performance of this Agreement or any part thereof, and agrees to reimburse the City for any such taxes or contributions which by law it may be required to pay.

- (11) A price increase to the agreement shall not be permitted during the initial term, and any increase must be submitted in writing thirty (30) days prior to the start of the term.

V. Payments Withheld.

(V) The City may withhold payment to Contractor, to the extent reasonable, for:

- (a) any Work that is found by the City, in its sole discretion, to be below acceptable good and skillful quality or is not satisfactory or acceptable.
- (b) defective Work that is not in compliance with the Contract Documents.
- (c) claims filed by Contractor against the City.
- (d) claims or liens filed by a third party, including, but not limited to, Contractor's lower tier Contractors, materialmen or suppliers, subcontractors or independent contractors against Contractor or the City arising out of Contractor's Work hereunder or Contractor's failure to make payments for work performed pursuant to this Agreement.
- (e) failure of the Contractor to make payments properly to subcontractors, independent contractors or material suppliers, for their work, material, or labor.
- (f) Contractor's damage to the property of the City or property of others, or another Contractor's work, material or equipment for which Contractor is responsible.

- (g) claims or liens are filed against the Property at which the Project is located or against the City.
- (h) Contractor is in default of this Agreement.
- (i) Contractor's inability to complete the Work for the unpaid balance of the Contract Amount.
- (j) reasonable doubt that the Work will be functionally completed; or
- (k) other causes materially affecting Contractor's performance of this Agreement.

(2) When a cause for withholding payment is removed Contractor shall promptly resubmit an application for the portion of the Work for which payment was withheld.

V. Non-appropriation. The resulting agreement is a commitment of the city's current revenues only. It is understood and agreed the city shall have the right to terminate the agreement at the end of any city fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the city's budget for the fiscal year in question. The city may effect such termination by giving Contractor a written notice of termination at the end of its then current fiscal year.

- J. City's Right to Review. The City reserves the right to review the Contractor's performance and that of any subcontractor or independent contractor retained by the Contractor at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreements(s) through the next period.

- K. Termination. If the agreement is terminated, for any reason, Contractor shall turn over all material, records and deliverables created to date by the Contractor and any subcontractor or independent contractor retained by the Contractor within fifteen (15) working days after completion of duties through the termination date.
- L. Materials. The work under this agreement shall include the furnishing of all labor, tools, and equipment for performing all work required for the installation, termination and testing of fiber optic backbone cabling.
- M. Traffic Control. When work is required alongside City streets, the Contractor and any subcontractor or independent contractor retained by the Contractor shall take adequate precautions to warn motorist of their work and to place flagmen and/or other controls to ensure the continued safe and orderly flow of traffic through the work site. Traffic control patterns and devices shall be erected in accordance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- N. Restoration of public and private property: All public and private property affected by the work shall be restored to its original condition after the Work is substantially complete. Restoration shall include, but not be limited to, the following: removal of spoils and debris, repair of ruts, and replanting of grass or landscaping. The Contractor and any subcontractor or independent contractor retained by the Contractor shall make a reasonable effort to preserve and replant landscaping removed from within the limits of the City's easements. However, even if after taking prudent care the landscaping cannot be salvaged, the Contractor shall not be obligated to replace same.
- O. Substantial Completion.
- (1) When Contractor considers that the Work, or a portion of the Work which the City agrees to accept separately, is substantially complete (in accordance with the definition of Substantial Completion as defined below), Contractor shall prepare and submit to the City a comprehensive list of items to be completed or corrected and a schedule for completion which is acceptable to the City. Contractor shall proceed promptly to complete and correct the items on the list. Failure to include an item on the list does not alter Contractor's responsibility to complete all Work in accordance with the Contract Documents.
 - (2) Upon receipt of Contractor's list under Paragraph O (1), the City will make an inspection to determine whether the Work or the designated portion is substantially complete. If the City inspection reveals any item which is not complete, Contractor shall promptly complete or correct the item disclosed by the City inspection.
- P. Final Completion and Final Payment.
- (1) "Substantial Completion" means the stage of completion, at which the Work is determined substantially completed by the City, in its sole discretion, but in no event past the date of the receipt of a Certificate of Occupancy on the Work.

- (2) After Substantial Completion, Contractor shall notify the City when the list of outstanding items and Work are complete, and the City will arrange a final inspection with the City or its representatives with the Contractor and the City.

- (3) Upon completion of the Work in full and strict conformity to the Contract Documents and the City's final acceptance, the City shall pay the unpaid balance of the Contract Amount less:
 - (a) any sum that maybe necessary to settle any claim the City may have against the Contractor or that may be necessary to settle any outstanding obligations of the Contractor or of its subcontractors or independent contractors under this Agreement; and,
 - (b) retainage, if retainage is withheld.

- (4) Neither the Certificate of Substantial Completion, nor final acceptance, nor final payment, nor any other provisions in the Contract Documents, shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required to survive acceptance.

- (5) Unless otherwise provided in this Agreement, final acceptance by the City shall be made as promptly as practicable after completion and inspection of all Work required by this Agreement. Final acceptance shall be final and conclusive, except for latent defects, fraud, gross mistakes, or the City's rights under any warranty or guarantee.

- (6) Promptly after Final Completion Contractor shall:
 - (a) furnish the City with a Final Bills-Paid Affidavit and Conditional Waiver and Release on Final Payment in accordance the Texas Property Code; and,
 - (b) furnish the City a release of all claims against the City, whether of Contractor or of others, arising under and by virtue of this Agreement, other than such claims as may be specifically excepted by the Contractor from the operation of the release in stated amounts; and,

- (c) deliver to the City an electronic copy of the As-Built Drawings and closeout documentation as defined in the specifications; and,
- (7) Contractor shall provide redline as-builds upon completion of their work on the project. The as-builds will need to be turned in with or before the final invoice. Boring Contractors must include depths and offsets in their as-builds.
- (8) Upon full satisfaction of Paragraphs P(1)-(7) the City shall pay Contractor the retainage amount within 31 days after receipt of a final invoice from Contractor and payment of such amount to the City by Owner or General Contractor. Contractor shall furnish the City final releases of all claims against the City, General Contractor and Owners from Contractor, all Contractors, and material suppliers within 10 days after receiving payment of the retainage.

Q. Safety of Persons and Property.

- (1) Contractor shall exercise and take all proper precautions for safety of, and shall provide all proper protection to prevent damage, injury, or loss to:
- (a) personnel who perform the Work and other persons who may be affected by the Work.
 - (b) the Work and all materials and equipment, whether in storage or off site or under the care, custody, or control of Contractor; and,
 - (c) other property at the Work site or other sites, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures, and utilities not designed for removal, relocation or replacement in the course of construction.
- (2) When so ordered, the Contractor shall stop any part of the Work which the City deems unsafe until corrective measures satisfactory to the City have been taken. The Contractor agrees that it shall not have nor make any claim for damages arising from such stoppages. Should the Contractor fail to take appropriate corrective measures in a timely manner, the City may do so at the cost and expense of the Contractor and may deduct the cost and expense thereof

from any payments due or to become due to the Contractor. Failure on the part of the City to stop unsafe practices shall in no way relieve the Contractor of its responsibility.

- (3) Contractor shall comply with all applicable Federal, State, Municipal and local laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for safety of persons or property or to protect them from damage, injury or loss.

- (4) Contractor shall assume full responsibility for compliance with the Occupational Safety and Health Administration regulations pertaining to trench safety systems. Contractor will be responsible for completion of additional detailed plans and specifications for trench safety to the extent that such detailed plans and specifications are necessary.

- (5) Neither explosives nor blasting shall be permitted as part of the Work unless properly permitted with applicable governing authority and approved, in advance, by the City and Contractor

- (6) Contractor shall designate one of its employees at the Work site as the person responsible for the prevention of accidents and notify City of Angleton of such designation. The employee designated will ensure Contractors employees are working in a safe manner with at minimum the safety requirements set forth by OSHA unless a job site requires additional safety requirements which will be outlined in the work order. Additionally, some projects may require safety plans, job hazard analysis sheets (JHA), and/or tool box safety meetings to be turned in daily or weekly. If this is required, it will be outlined in the work order.

R. Location and Protection of Utilities.

- (1) Contractor, within reason, shall be solely responsible for location and protection of any and all public lines and utility customer service lines in the Work area.

- (2) Location of utilities shown on plans are approximate only and do not necessarily indicate all utilities that maybe encountered during construction. Failure of a utility line to be indicated does not relieve the Contractor of responsibility to protect utility lines encountered. Contractor shall notify "One Call" and exercise due care to locate and to mark, uncover or otherwise protect all such lines within the limits of construction and any of Contractor's work or storage areas.

S. Inspections, Tests, and Correction of Work.

- (1) Times and Places. Except as otherwise provided in this Agreement, inspection and test by the City of material and workmanship, which Contractor hereby agrees is allowed by this Agreement, shall be made at reasonable times and at the site of the Work, unless the City determines that an inspection or test of material which is to be incorporated in the Work shall be made at the place of production, manufacture, or shipment of the material.
- (2) Contractor shall promptly furnish, without additional charge, all facilities, labor, and contracted material reasonably needed for performing such safe and convenient inspections and tests as may be reasonably required by the City. Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.
- (3) Continuing Responsibility. No inspection or test shall relieve Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the City after acceptance of the completed Work.
- (4) Code Inspections. All inspections and tests of Contractor's Work and all other inspections which may be required by the Contract Documents, project permits and building codes and ordinances of the city the Project is located will be performed during the Contractors scope of work and at Contractor's expense. If the site of the Work is located outside the corporate limits of the City or in a city that does not require such inspections, Contractor shall hire an independent inspector(s) to perform inspections as otherwise required by the Contract Documents or at a minimum as would be required if the Work site were located in the closest city with a population over 50,000. All expenses for independent inspector may be reimbursed by the Contractor if this is required and not defined in scope of work.
- (5) Rejected Material or Work. Contractor shall, without charge, replace any contracted material or correct any workmanship found by the City, the Architect, the General Contractor, the Owner or any inspector not in conformance with applicable building code or the Contract Document requirements. Contractor shall promptly segregate and remove rejected material from the Work site. Contractor will be charged with the additional cost of any test or inspection of the replaced material or corrected workmanship. If the Contractor does not

promptly replace rejected material or correct rejected workmanship, the City may, after Contractor's failure to commence remedial work, within five (5) days of receipt of written notice from the City :

- (a) replace such contracted material or correct such workmanship and charge the cost to the Contractor; or,
- (b) terminate this Agreement.

(6) Covered Work.

- (a) If the City and/or its representatives determine it is necessary or advisable, at any time before acceptance of the Work, to make an examination of Work already completed, by removing or tearing out installed materials, Contractor shall, on request, promptly furnish all necessary facilities, labor and material for such an examination.
- (b) If, after the examination described in the immediately preceding paragraph, the Work was covered without the approval of the City or its representatives or if the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its subcontractors or independent contractors, Contractor shall be responsible for all the expenses of the examination and the reconstruction. If the covered Work is found to meet the requirements of this Agreement an equitable adjustment shall be made in the Contract Amount to compensate Contractor for the additional services involved in the examination and reconstruction.

T. Suspension of this Agreement. The City may order Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period as the City may determine.

U. Termination for Convenience of City of Angleton.

- (1) The City may terminate Contractor's performance of the Work, in whole or part, whenever City of Angleton shall determine that such termination is in the best interest of the City in its sole discretion. Any notice of termination shall be delivered to the Contractor in writing specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective.

- (2) After receipt of a notice of termination, the Contractor shall cooperate fully with the City in minimizing the cost to the City of such termination and as directed by the City:
- (a) protect the completed Work and properties acquired for the Work.
 - (b) terminate or cancel incomplete subcontracts and purchase orders; and
 - (c) dispose of surplus materials and other properties.
- (3) If the City terminates the Work, the Contract Amount shall be equitably adjusted to a sum which shall fairly compensate Contractor for all work completed and for all costs incurred (net of salvage) in part performance of the incomplete portions of the Work and for all costs incurred in connection with the termination, but exclusive of profit on the incomplete portions of the Work. In no event shall such sum be less than the portion of the Contract Amount allotted to the completed portion of the Work.

V. Termination for Contractor's Default.

- (1) If Contractor should refuse or fail to comply with the Contract Documents, fail to cure a default, or diligently perform the Work, or any separable part, with such diligence as will insure its completion within the time specified in the Contract, or should fail to complete the Work within the time required, the City may, by written notice to Contractor and without notice to its sureties, terminate Contractor's right to complete such part of the Work as to which there has been delay.
- (2) If the City terminates Contractor's right to perform the Work under Paragraphs U or V, the City may take over the Work, complete the Work, and may take possession of materials, and supplies as may be on the site of the Work that are necessary for completion of the Work.
- (3) Whether or not Contractor's right to proceed with the Work is terminated, Contractor and Contractor's sureties shall remain liable for any damage to the City resulting from Contractor's refusal or failure to complete the Work within the required time. Any such damages shall be paid by Contractor upon demand.
- (4) If the City terminates Contractor's right to perform the Work under Paragraph V, the resulting damage recoverable by the City will consist of any increased cost incurred by the City in

completing the Work and any liquidated damages the City suffers as a result of delay as may be assessed pursuant to the Contract Documents.

- (5) If after notice of termination of Contractor's right to proceed under the provisions of Paragraph V, it is determined that Contractor was not in default under this provision the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph U.

W. Material Breach.

- (1) In addition to the items of default listed elsewhere in this Agreement, the following shall also be deemed an act of default by Contractor and a material breach of this Agreement:
- (a) Contractor fails to provide the Work in a good and workmanlike manner;
 - (b) Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper material;
 - (c) Contractor fails to make payment to its subcontractors or independent contractors or fails to furnish the City with lien waivers in accordance with this Agreement;
 - (d) Contractor stops work without the written consent of the City, which it may withhold in its sole discretion, for a period of 15 consecutive days;
 - (e) Contractor disregards laws, regulations or orders of any public authority having jurisdiction;
 - (f) Contractor otherwise materially fails to comply with a provision of this Agreement or fails to complete the Project during the time required, as extended; or
 - (g) Contractor files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent under present or future applicable bankruptcy statutes or seeks or consents to the appointment of any trustee, receiver, conservator, or liquidator for any or part of its assets.
- (2) Time to Cure. If the Contractor or any subcontractor or independent contractor retained by the Contractor fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Contractor of the deficiencies and the Contractor shall have thirty (30) days to correct such deficiencies. If the Contractor fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Contractor written notice of termination and the reason for the termination..

X. Responsibilities of Contractor.

(1) Supervision and Duty.

- (a) The Contractor shall:

- (i) supervise and direct the Work, using Contractor's best skill and attention;
 - (ii) be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement;
 - (iii) give adequate attention to the faithful prosecution and completion of the Work and the Agreement; and,
 - (iv) maintain the presence of a competent superintendent and any necessary assistants at any time Work is performed at the site of the Work in order to supervise and direct the Work.
 - (v) follow-up with Contractor for anything construed as a change order. Any contract amendments will be managed in written form and mutually agreed upon by both Contractor and the City.
 - (vi) follow all written instructions and any safety instructions verbally provided and/or written.
- (b) If Contractor removes any superintendent, the Contractor shall notify the City of Angleton, as soon as practicable, but not later than 24 hours, of removal and provide the name of the new superintendent.
 - (c) Contractor shall use all reasonable efforts to maintain the same superintendent as supervisor of the Work during all times of the Agreement.
 - (d) Contractor shall promptly replace any superintendent after receiving a written request from City of Angleton for a different superintendent.

(2) Conditions Affecting the Work.

- (a) Contractor has, by careful examination and on provision of complete information from the City , satisfied itself as to:
 - (i) the nature and location of the Work;
 - (ii) the conformation of the ground;
 - (iii) the character, quality and quantity of the materials to be encountered;
 - (iv) the character of equipment and facilities needed preliminary to and during the prosecution of the Work;
 - (v) the general and local conditions;
 - (vi) the location of all easements or rights of way procured by Owner, General Contractor or the City for use in connection with the Work;

(vii) Contractor's right to proceed with the Work on any easement or preferred corridor suggested by the Owner, General Contractor, or the City; and,

(viii) all other matters which can in any way affect the Work under this Contract.

(b) Any reasonable failure by the Contractor to perform such inspection or examination will not relieve Contractor from responsibility for successfully performing the Work in accordance with this Agreement.

(c) City of Angleton assumes no responsibility for any understandings or representations concerning conditions of the Work made by any of its officers or agents, unless such understandings or representations are expressly stated in this Agreement. The parties agree that all understandings and representations are not binding unless specifically incorporated in writing into this Agreement.

(3) Differing Site Conditions.

(a) Upon discovery of any of the following conditions, Contractor shall promptly and before any of the following conditions are disturbed notify City of Angleton in writing of:

(i) subsurface or latent physical conditions at the site of the Work differing materially from those indicated in this Agreement, the Contract Documents, or inspection reports of the site provided to Contractor; and

(ii) unknown physical conditions at the site of the Work differing materially from those ordinarily encountered and recognized as inherent in the Work.

(b) City of Angleton's representative shall promptly investigate any differing conditions discovered by Contractor. If City of Angleton finds that the differing conditions are material and will cause an increase or decrease in the Contractor's cost or the time required to perform the Work, the parties shall approach the Owner or General Contractor regarding an equitable adjustment to this Agreement or, at City of Angleton's option, City of Angleton may elect to terminate this Agreement.

(c) Contractor may not claim any extra or excess costs and expenses for differing conditions unless it complies with this subsection P (3) prior to incurring the additional cost or expense associated with such differing condition and City of Angleton agrees to such in writing.

Y. Permits, Safety, and Responsibility for Materials.

(1) Contractor shall, at Contractor's sole expense, be responsible for obtaining all necessary approvals, licenses and permits, and for complying with any applicable federal, state and municipal laws, codes and regulations, in connection with the Work.

- (2) Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, visitors, and the property of others.
- (3) If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall be fully and solely responsible for the jobsite safety of such means methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to City of Angleton and shall not proceed with that portion of the Work without further written instructions from City of Angleton.
- (4) Any person adjudged by City of Angleton to be incompetent, disorderly, unreliable, or otherwise unsatisfactory shall be immediately removed from the Project and shall not be employed again on the Work.
- (5) Contractor shall be responsible for all contracted materials delivered and Work performed until acceptance by City of Angleton.

Z. Insurance.

- (1) Contractor shall name the City as an additional insured for all operations that Contractor performs on City of Angleton's behalf. Contractor shall furnish the City with a certificate(s) of insurance certifying that Contractor has such insurance in force within 10 business days after award of the contract. Attached to each certificate of insurance shall be a copy of the Additional insured Endorsement. Certificate(s) of insurance shall be sent to: Office of the City Secretary - 2021 Fiber Project, City of Angleton, 121 S Velasco St, Angleton, TX 77515. Notice shall be given to the City of Angleton by certified mail thirty (30) days prior to the cancellation or upon any material change in coverage. All such insurance shall not be cancelable without thirty (30) days prior written notices being given to the City. The failure to provide certificates of insurance before beginning work and the failure to maintain the required coverage and valid certificates of Insurance evidencing such coverage while the work is in progress shall be cause for termination of this contract by the City. The Contractor shall require the same insurance that it is required to carry by the City to be carried by any subcontractors and independent contractors hired by the Contractor and to obtain and furnish to the City Certificates of such Insurance before subcontractors and independent contractors are permitted to begin work. All contractors and subcontractors are required to be registered with the City through the Development Services Permitting Department.
- (2) During the term of this agreement, Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability:
 - (a) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - (i) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - (ii) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a similar form providing substantially equivalent coverage and shall cover

liability arising from premises, operations, Contractors, products, completed operations, and personal advertising injury.

- (iii) If Contractor is handling fiber optic cable, Contractor agrees to have the “care custody and control” exclusion removed from its general liability insurance policy and to furnish City of Angleton satisfactory evidence that said exclusion has been removed.
 - (iv) General Contractor, City of Angleton and all other parties required of the General Contractor, shall be included as insured on the CGL, using ISO. Additional insured Endorsement CG 20 10 (11 85) or CG 20 33 (10 01) AND CG 20 37 (10 01) or an endorsement proving substantially equivalent coverage to the additional insureds. This insurance for the additional insured’s shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - (v) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.
- (c) Automotive Liability
- (i) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - (ii) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- (d) Commercial Umbrella
- (i) Umbrella limits must be at least \$2,000,000.
 - (ii) Umbrella coverage must include as insureds all entities that are additional insured on the CGL.
 - (iii) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
- (e) Workers Compensation and Employers Liability
- (i) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
 - (ii) Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy.

(iii) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

(f) Payment and Performance Bond

(i) Contractor may need to provide a payment/performance bond based on project requirements as determined by City of Angleton in its sole discretion or as required by Contract Documents. If so, Muraca Fiber & Telecommunications will be able to invoice City of Angleton for the cost of the bond without markup. If required, failure to obtain a payment/performance bond shall be considered a material breach of this agreement. If a bond is required, the requirements will be outlined in the work order.

(3) Waiver of Subrogation

(a) Contractor and all subcontractors and independent contractors and their insurers waive all rights of subrogation against the City and its officers, agents, servants and employees for losses arising from work performed by each on this contract. A copy of waiver shall be filed with the City before the Contractor and any subcontractor or independent contractor begins work. Contractor and all subcontractors and independent contractors and their insurers waive all rights for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employer's liability insurance maintained per requirement stated above.

(b) Attached to each certificate of insurance shall be a copy of the Additional insured Endorsement that is part of the Contractor's Commercial General Liability Policy, Automobile Liability, and Workers Compensation

(4) Contractor agrees to notify his insurance carrier promptly of any and all actual and potential claims arising out of his work under this agreement.

AA. Economic Loss Rule Waiver. The Contractor agrees, acknowledges, and represents that he/she/it are knowingly and expressly waiving the applicability of the legal doctrine commonly known as the "Economic Loss" rule with respect to their work under this Agreement. Moreover, the Contractor acknowledges that he/she/it are knowingly and expressly agreeing the "Economic Loss" rule or defense shall not be raised, applied, allowed or otherwise asserted in response to a claim by the City against Contractor for Contractor's alleged negligence, contribution, or other claim related to Contractor's alleged breach of the standard of care applicable to a Contractor. Furthermore, Contractor expressly agrees that he/she/it shall be subject to liability and damages for their own negligence and that of their principals, agents and other representatives regardless of the fact that Contractor's work is the subject of this Agreement.

BB. INDEMNITY

(1) **For the purposes of this Paragraph BB:**

- (a) **“Indemnified Parties” means the City its officers, agents, representatives, employees, volunteers, successors and assigns;**
- (b) **“Liability” means any claims, suits, liabilities, demands, damages, losses, injuries, causes of action, liens, foreclosures, judgments, awards, attorney’s fees, costs, expenses of suit including expert fees in defending or settling a claimed liability, attorney’s fees to enforce or collect on this indemnity, and any other expenses of any kind or character. Liability also includes any government imposed fine, penalty, administrative action, or other action; and**
- (c) **“Contractor” means Contractor, its agents, employees, material suppliers, and Contractors of any tier, and any other person directly or indirectly employed or paid for by them for whose acts they may be responsible.**

(2) IDEMNITY.

(A) CONTRACTOR SHALL PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, JUDGMENTS, COSTS, WORKER’S COMPENSATION PAYMENTS, LITIGATION EXPENSES AND COUNSEL FEES ARISING FROM INJURIES TO THE PERSON, INCLUDING DEATH, OR DAMAGE TO PROPERTY ALLEGED TO HAVE BEEN SUSTAINED BY:

(I) OFFICIALS, OFFICERS, AGENTS AND/OR EMPLOYEES OF THE CITY OR;

(II) THE CONTRACTOR, HIS SUBCONTRACTORS, ANY INDEPENDENT CONTRACTOR RETAINED BY CONTRACTOR OR MATERIALMEN; OR

(III) ANY OTHER PERSON, WHOSE INJURIES ARE ALLEGED TO HAVE OCCURRED ON OR NEAR THE WORK, OR TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS OR NEGLECT OF THE CONTRACTOR OR HIS SUBCONTRACTOR, ANY INDEPENDENT CONTRACTOR RETAINED BY CONTRACTOR OR MATERIALMEN BY REASON OF HIS OR THEIR USE OF FAULTY DEFECTIVE OR UNSUITABLE WORK.

THE EXISTENCE OF INSURANCE SHALL IN NO WAY LIMIT THE SCOPE OF THIS INDEMNIFICATION. THE CONTRACTOR FURTHER UNDERTAKES TO REIMBURSE THE CITY FOR DAMAGE TO PROPERTY OF THE CAUSED BY THE CONTRACTOR, OR HIS EMPLOYEES, AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS RETAINED BY THE CONTRACTOR OR MATERIALMEN OR BY FAULTY, DEFECTIVE OR UNSUITABLE MATERIAL OR EQUIPMENT USED BY HIM OR THEM. CONTRACTOR OR CONTRACTOR’S REPRESENTATIVES, AND CONTRACTOR SHALL DEFEND, AT ITS OWN EXPENSE, ANY PROCEEDINGS BROUGHT AGAINST THE INDEMNIFIED PARTIES AND SHALL PAY ALL EXPENSES INCURRED AND SATISFY ALL JUDGMENTS RENDERED AGAINST THE INDEMNIFIED

PARTIES IN CONNECTION WITH OR IN THE COURSE OF OR INCIDENTAL TO, ANY OF CONTRACTOR'S OR CONTRACTOR'S REPRESENTATIVES' WORK OR OPERATIONS UNDER THIS AGREEMENT ("THE "GENERAL INDEMNITY OBLIGATION"). CONTRACTOR SHALL REPORT TO CITY WITHIN THREE (3) DAYS ANY INJURY TO AN EMPLOYEE OR AGENT OF CONTRACTOR WHICH OCCURRED AT THE SITE AS WELL AS ANY OTHER CLAIMS, DAMAGES, OR LOSSES. CONTRACTOR'S INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR CONTRACTOR OR CONTRACTOR'S REPRESENTATIVES UNDER ANY LIABILITY IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS AND OTHER EMPLOYEE BENEFIT ACTS.

(B) WITHOUT LIMITING THE GENERAL INDEMNITY OBLIGATION, AND NOTWITHSTANDING ANY OTHER SECTION IN THIS PARAGRAPH, CONTRACTOR SHALL, IN ADDITION, HAVE THE SPECIFIC OBLIGATION TO INDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST LIABILITY OR ALLEGED LIABILITY:

(I) FOR FAILING TO PAY PROMPTLY, WHEN DUE, FOR ALL LABOR, SERVICES, MATERIAL, EXPENSES, ITEMS FURNISHED OR FABRICATED, EQUIPMENT, AND SUPPLIES USED IN CONNECTION WITH THE WORK OR OPERATION INCURRED AS PART OF THIS AGREEMENT; AND

(II) FOR FAILING TO COMPLY WITH THIS AGREEMENT IN ANY OTHER WAY PROVIDED THAT ANY RESULTING LIABILITY WHICH, IF ESTABLISHED, COULD CREATE A LIABILITY TO ANY INDEMNIFIED PARTY OR RESULT IN A LIEN ON THE PROPERTY ON WHICH THE PROJECT OR ANY OTHER PROJECT OF CITY OF ANGLETON IS LOCATED.

(III) MADE AGAINST THE INDEMNIFIED PARTIES BY OR IN THE NAME OF ANY EMPLOYEE OF CONTRACTOR OR CONTRACTOR'S REPRESENTATIVES FOR BODILY INJURY OR DEATH OF THE EMPLOYEE TO INCLUDE ANY LIABILITY OR ALLEGED LIABILITY CAUSED, IN WHOLE OR PART, BY THE EXPRESS NEGLIGENCE OF THE INDEMNIFIED PARTIES.

(C) THE CITY MAY RETAIN OUT OF ANY PAYMENT OTHERWISE DUE CONTRACTOR SUFFICIENT FUNDS AS MUTUALLY AGREED TO PROTECT AND INDEMNIFY INDEMNIFIED PARTIES OR THE PROPERTY.

(D) CONTRACTOR SHALL PROMPTLY SATISFY, DISCHARGE OR OTHERWISE REMOVE ANY LIABILITY OR ALLEGED LIABILITY BY PROMPTLY EXECUTING A BOND IF NECESSARY. IF CONTRACTOR HAS BEEN PAID IN FULL, CONTRACTOR OR ITS SURETY SHALL PROMPTLY PAY

THE INDEMNIFIED PARTIES ALL COSTS AND EXPENSES INCURRED BY THE INDEMNIFIED PARTIES IN REMOVING OR DISCHARGING SUCH LIABILITY OR ALLEGED LIABILITY. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THE CITY MAY, AT ITS OPTION:

(I) PAY AMOUNTS AS ARE DUE OR ARE CLAIMED DUE BY ANY THIRD PARTY WITH RESPECT TO THE PROJECT OR ANY OTHER PROJECT ON WHICH CONTRACTOR HAS BEEN ENGAGED BY CITY OF ANGLETON ; AND

(II) MAY OFFSET FROM THE AMOUNTS DUE CONTRACTOR UNDER THIS OR ANY OTHER CONTRACT OR SUBCONTRACT BETWEEN THE CITY AND CONTRACTOR THE AMOUNT PAID, PLUS ANY ATTORNEY'S FEES INCURRED BY THE CITY IN CONNECTION WITH SUCH CLAIM.

(E) THE GENERAL INDEMNITY OBLIGATION SHALL APPLY REGARDLESS OF CAUSE OR ANY ALLEGATION OF CONCURRENT OR CONTRIBUTING FAULT OR NEGLIGENCE OF ANY INDEMNIFIED PARTY OR ANY BREACH OF THIS AGREEMENT.

(F) CONTRACTOR ASSUMES ALL RISK OF DAMAGE OR INJURY TO CONTRACTOR'S OWN PROPERTY OR TO THE PROPERTY OF CONTRACTOR'S REPRESENTATIVES FROM ANY CAUSE WHATSOEVER, AND FURTHER AGREES TO FULLY PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES, FROM AND AGAINST ANY AND ALL LIABILITY OR ALLEGED LIABILITY THAT MAY ARISE FROM DAMAGE OR INJURY TO CONTRACTOR'S OWN PROPERTY OR TO THE PROPERTY OF CONTRACTOR'S REPRESENTATIVES. THIS PROVISION IS INTENDED TO PROTECT, DEFEND, INDEMNIFY AND HOLD AN INDEMNIFIED PARTY HARMLESS FROM LIABILITY OR ALLEGED LIABILITY CAUSED BY ANY PERSON FOR ANY CAUSE, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF AN INDEMNIFIED PARTY.

(G) THE GENERAL INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR CONTRACTOR OR CONTRACTOR'S REPRESENTATIVES UNDER WORKERS' OR WORKMAN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS, AND SHALL EXTEND TO AND INCLUDE LIABILITY OR ALLEGED LIABILITY BY OR IN THE NAME OF ANY EMPLOYEE OF CONTRACTOR OR CONTRACTOR'S REPRESENTATIVES.

(H) ALL INDEMNITY OBLIGATIONS CONTAINED IN THIS CONTRACT SHALL SURVIVE THE COMPLETION OR TERMINATION OF THIS CONTRACT.

(I) THE INDEMNIFIED PARTIES SHALL BE ENTITLED TO CONTROL THE DEFENSE OF ANY LIABILITY AND SHALL HAVE THE EXCLUSIVE RIGHT TO CHOOSE THEIR OWN COUNSEL FOR THIS PURPOSE.

(J) Reformation under certain circumstances.

In the event that chapter 151 of the Texas Insurance Code, currently or as may be amended, is deemed or adjudicated by a court to be applicable to this agreement, the indemnity provisions under this agreement shall be reformed to comply with applicable law. Under no circumstance shall the applicability of chapter 151 of the Texas Insurance Code void, invalidate, or otherwise act as a complete bar or defense to the indemnities created under this agreement. If chapter 151 of the Texas Insurance Code applies to this agreement, contractor's obligation to indemnify, hold harmless, and defend the indemnified parties shall be reformed so that the indemnity obligations apply only to the extent that the liability or alleged liability is caused in whole or in part by a negligent act or omission or fault of contractor or contractor's representatives

- CC. Confidentiality. Contractor agrees that it will be furnished certain information which is either nonpublic, confidential, or proprietary in nature. Such Information will be kept confidential and shall not, without our prior written consent from the City, unless otherwise required by law or court order, be disclosed or used by Contractor or its agents, representatives or employees, in any manner whatsoever, in whole or in part other than in connection with your Work. Moreover, Contractor agrees to reveal the Information only to its agents or representatives who need to know the Information for the purpose of evaluating the Work, who are informed by Contractor of the confidential nature of the Information and who shall agree to act in accordance with the terms and conditions of this Agreement. Contractor shall be responsible for any breach of this Agreement by its agents or representatives.
- DD. Non-Competition. Contractor agrees that at no time during the term of this agreement, or for a period of one year immediately following the termination of this agreement, on behalf of itself or on behalf of any person or corporation other than the City, engage in or solicit business with any customer of the City that is not also a customer of Contractor at the execution of this agreement. As it applies to this section, a customer is one that the Contractor has done work for, bid with in the past, and/or has an open bid to at the time this contract is executed. If an issue arises the submittal date of a bid will be used.
- EE. Non-Solicitation. Contractor will not, directly or indirectly, solicit or attempt to solicit any employee or customer of the City to work for or contract with Contractor during the term of this Agreement and for a period of 1 year thereafter from substantial completion of this Agreement.
- (1) If a customer solicits work to Contractor City of Angleton expects:
- (A) Contractor to notify City of Angleton
 - (B) Contractor explains to customer soliciting work that they will pass the

(C) information onto City of Angleton of the additional work

FF. Liens.

- (1) Contractor shall promptly pay when due all its project creditors, together with the project creditors of all those below it in the contractual chain. If the General Contract involves private work, the Contractor shall further keep the property and improvements of the Project free and clear of all mechanic's and materialmen lien claims, mineral lien claims, and similar bond claims arising out of Contractor's Work hereunder. In the event any such lien or claim is filed or otherwise asserted, Contractor shall promptly secure its release either by payment, procurement of a bond, or by any other means permitted by law. If not so released, the City may retain an amount equal to 100% of the lien or claim and may pay the claimant and offset that amount, plus any legal fees from the amount so retained. If the General Contract involves public work, the Contractor shall promptly pay and secure releases from all of its project creditors, including all those below it in the contractual chain, who are entitled to assert claims against City of Angleton or its surety on the General Contract bonds.
- (2) If any claim or lien is made or filed with or against the City the Premises or the Project funds by any person claiming that the Contractor or subcontractors or independent contractors or other person under subcontract to the Contractor, or any person or entity employed or engaged by the Contractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other obligations furnished or incurred in connection with the Work, or if the Contractor or any Contractor or other person under subcontract to the Contractor, or any person or entity employed or engaged by the Contractor at any tier causes damage to the Work or any other work on the project, or if the Contractor fails to perform or is otherwise in default of any term or provision of this Subcontract, the City shall have the right to retain from any payment then due or thereafter due an amount which the City deems sufficient, in its sole discretion, to (1) satisfy, discharge and/or defend against any such claim or lien, (2) make good any such nonpayment, failure, damage or default.
- (3) **INDEMNITY. ALONG WITH THE INDEMNITY OBLIGATIONS CONTAINED IN PARAGRAPH BB , IF A LIEN CLAIM IS MADE AGAINST, OR A LIEN IS FILED ON THE PROPERTY AND IMPROVEMENTS OF THE PROJECT, CONTRACTOR AGREES THAT IT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES, , AGAINST ANY AND ALL LOSSES, DAMAGES AND COSTS, INCLUDING LEGAL FEES AND EXPENSES, INCURRED BY EITHER OR ALL OF THEM RELATED, DIRECTLY, TO THE LIEN. THE CITY SHALL REQUIRE PROOF THAT ANY SUCH CLAIM OR LIEN IS FULLY SATISFIED, DISMISSED AND DISCHARGED BEFORE ANY REMAINING RETAINED FUNDS WILL BE RELEASED. THE CITY SHALL, IN ADDITION, HAVE THE RIGHT TO APPLY AND CHARGE AGAINST THE CONTRACTOR SO MUCH OF THE AMOUNT RETAINED AS MAY BE REQUIRED FOR THE FOREGOING PURPOSES AND THE CONTRACTOR SHALL PAY AND REIMBURSE THE CITY ALL SUCH LOSSES, DAMAGES, AND COSTS INCURRED BY THEM WHICH EXCEED THE RETAINED FUNDS.**

GG. Guarantee/Warranty. For a period of twelve (12) months, the Contractor guarantees and warrants that the Work complies with this Agreement and the Contract Documents and is free from defects in material and workmanship. The Contractor shall remain liable for defects in the Work for the

same period the City remains liable to any other party under the Contract Documents, or as required by law, whichever is greater. Contractor shall promptly repair and make good, without cost to the City, any Work that does not comply with this guarantee/warranty and shall include, but is not limited to, the cost of all labor, material and related items necessary to correct any such defect, plus the cost of repairing any damage to other items which may have been caused by the defective material or workmanship. If the Contractor fails to begin warranty work within seven (7) days of being notified that such work is necessary, the City may, at its option, perform the necessary remedial work or secure its performance by others and charge the Contractor with the cost thereof. Nothing in this paragraph shall shorten the statute of limitations on any action by the City for breach of contract, negligence, or other cause of action against the Contractor its subcontractors or independent contractors. This warranty is in addition to and does not operate as a waiver of any rights or remedies available to the City at law or in equity.

HH. Clean Up. All clean up and repairs to the Work shall be commenced within one week or sooner after notification by the City. If Contractor fails or refuses to make repairs or perform cleanup within a reasonable time after notification, the City reserves the right to and is authorized to perform said repairs or cleanup for Contractor and charge Contractor therefor.

II. General Provisions.

- (1) Successors & Assigns. All provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City. Contractor may not assign or subcontract this Contract, nor assign any monies due or that will become due, without the City's prior written consent. The City, however, may assign this Agreement in its sole discretion. No provision of this Agreement shall inure to the benefit of any third party who is neither an assignee nor a successor of the City.
- (2) Non-waiver of Default. Any delay, waiver, or non-enforcement of any provision or right under this Agreement will not be deemed to be a waiver of said provision or right, or any other or subsequent breach hereof.
- (3) Severability. Should any provision of this Agreement be held unlawful or unenforceable, it shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the provision held unlawful or unenforceable, and the rights and obligations of the parties shall be construed and enforced accordingly. If it is judicially determined that any provision of this Agreement is unlawful or unenforceable, the Parties agree that the court may modify this Agreement to the extent necessary to give effect to the intent of the Parties expressed in this document. The Parties agree that this Agreement is to be enforced to the fullest extent permitted by law.
- (4) Entire Agreement. This Agreement represents the entire agreement between the City and Contractor and no oral representations not contained in this Agreement shall be binding on the parties.
- (5) Contractor agrees to abide by any Drug and Alcohol Policy into effect by the City.
- (6) Contractor agrees, covenants, and warrants that he will not pay any money or give anything of value to any supervisor, employee, or customer of the City of Angleton, this includes

- entertainment. Contractor understands that if it is determined that he has made payments of money or gifts in violation of this provision his contract will be terminated, and he will be prosecuted criminally to full extent of the law
- (7) **Governing Law.** This Agreement and all contracts hereunder shall be governed and interpreted under the laws of the State of Texas. All judicial, administrative, or regulatory proceedings to enforce the terms of the contract shall be filed in a State or Federal Court of competent jurisdiction located within Brazoria County.
- (8) **Counterparts.** This Agreement may be executed in a number of identical counter-parts, each of which shall be deemed an original for all purposes and facsimile or copies of this Agreement and the signatures hereto will be deemed an original for all purposes.
- (9) **Required Verifications.**
- (a) **Nondiscrimination against firearm and ammunition industries.** Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.
- (b) **Anti-Boycott of Energy Companies.** Contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session.
- (c) **Anti-Boycott of Israel.** Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this contract, as those terms are defined by Chapter 2271, Texas Government Code, as enacted by H.B. 4170, 86th Legislature, Regular Session.
- (d) **Foreign Terrorist Organizations.** Contractor verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as those terms are defined by Chapter 2252, Texas Government Code, as enacted by S.B.252, 85th Legislature, Regular Session.
- (e) **Contractor Certification Regarding COVID-19 Vaccination.** Contractor certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Contractor's business during the term of this contract and will not require such documentation during the term of this contract, as those terms are defined by Section 161.0085, Texas Health and Safety Code, as enacted by S.B. 968, 87th Legislature, Regular Session.
- (10) The signatories warrant and represent that they have requisite authority to bind their respective entities to this agreement.

Executed on this 7 day of December at _____ Angleton, Texas.

City of Angleton

Muraca Fiber & Telecommunications

BY: _____

BY:  _____

TITLE: Chris Whittaker, City Manager

TITLE: President

DATE: _____

DATE: December 7, 2021

Bates to WWTP Fiber Project Timeline

The timeline is as follows:

From the date of approval

7 to 10 days for TXDOT submittal

30 to 45 days TXDOT approval

7 to 10 days from TXDOT approval to start of construction

30 to 45 days start to finish of construction

This time of year, the City of Angleton should also consider all holidays and weather, and the final deadline adjusted accordingly.

If approved by City Council on Dec 14, 2021, the estimated project completion is mid-February 2022.

		AP HISTORY					
VENDOR	SET: 99	CHECK REPORT					Item 3.
BANK:	ALL						
DATE RANGE:	9/1/2021	THRU 9/30/2021					
					<u>CHECK</u>	<u>CHECK</u>	<u>CHECK</u>
<u>VENDOR</u>	<u>I.D.</u>	<u>NAME</u>	<u>STATUS</u>	<u>DATE</u>	<u>NO</u>	<u>AMOUNT</u>	
	C-CHECK	VOID CHECK	V	9/1/2021	34039		
	C-CHECK	VOID CHECK	V	9/1/2021	34041		
1071		ENTERPRISE FM TRUST					
	C-CHECK	ENTERPRISE FM TRUST	V	9/1/2021	34045	(\$11,169.92)	
	C-CHECK	VOID CHECK	V	9/1/2021	34051		
	C-CHECK	VOID CHECK	V	9/8/2021	34064		
	C-CHECK	VOID CHECK	V	9/8/2021	34065		
	C-CHECK	VOID CHECK	V	9/8/2021	34075		
	C-CHECK	VOID CHECK	V	9/8/2021	34088		
	C-CHECK	VOID CHECK	V	9/8/2021	34089		
	C-CHECK	VOID CHECK	V	9/8/2021	34090		
	C-CHECK	VOID CHECK	V	9/8/2021	34091		
	C-CHECK	VOID CHECK	V	9/8/2021	34092		
	C-CHECK	VOID CHECK	V	9/8/2021	34093		
	C-CHECK	VOID CHECK	V	9/8/2021	34094		
	C-CHECK	VOID CHECK	V	9/8/2021	34095		
1		JOY CHANDLER					
	C-CHECK	JOY CHANDLER	V	9/8/2021	34115	(\$250.00)	
	C-CHECK	VOID CHECK	V	9/8/2021	34119		
	C-CHECK	VOID CHECK	V	9/8/2021	34120		
	C-CHECK	VOID CHECK	V	9/8/2021	34121		
	C-CHECK	VOID CHECK	V	9/8/2021	34122		
	C-CHECK	VOID CHECK	V	9/8/2021	34123		
	C-CHECK	VOID CHECK	V	9/8/2021	34140		
	C-CHECK	VOID CHECK	V	9/8/2021	34141		
	C-CHECK	VOID CHECK	V	9/8/2021	34152		
	C-CHECK	VOID CHECK	V	9/8/2021	34153		
	C-CHECK	VOID CHECK	V	9/8/2021	34154		
	C-CHECK	VOID CHECK	V	9/8/2021	34155		
	C-CHECK	VOID CHECK	V	9/8/2021	34156		
	C-CHECK	VOID CHECK	V	9/8/2021	34162		
1		COLLEEN MARTIN					
	C-CHECK	COLLEEN MARTIN	V	9/14/2021	34188	(\$364.69)	
1		DIMI GARCIA					
	C-CHECK	DIMI GARCIA	V	9/14/2021	34190	(\$300.00)	
1		DJ					
	C-CHECK	DJ	V	9/14/2021	34191	(\$200.00)	
	C-CHECK	VOID CHECK	V	9/21/2021	34225		
	C-CHECK	VOID CHECK	V	9/21/2021	34226		
	C-CHECK	VOID CHECK	V	9/21/2021	34227		
	C-CHECK	VOID CHECK	V	9/21/2021	34228		
	C-CHECK	VOID CHECK	V	9/21/2021	34245		
	C-CHECK	VOID CHECK	V	9/21/2021	34262		
	C-CHECK	VOID CHECK	V	9/21/2021	34263		
	C-CHECK	VOID CHECK	V	9/21/2021	34264		
	C-CHECK	VOID CHECK	V	9/21/2021	34265		
	C-CHECK	VOID CHECK	V	9/21/2021	34266		
	C-CHECK	VOID CHECK	V	9/21/2021	34267		
	C-CHECK	VOID CHECK	V	9/21/2021	34268		
	C-CHECK	VOID CHECK	V	9/21/2021	34269		
	C-CHECK	VOID CHECK	V	9/21/2021	34270		
	C-CHECK	VOID CHECK	V	9/21/2021	34271		
	C-CHECK	VOID CHECK	V	9/21/2021	34272		

		AP HISTORY				
VENDOR	SET: 99	CHECK REPORT				Item 3.
BANK:	ALL					
DATE RANGE:	9/1/2021	THRU 9/30/2021				
				<u>CHECK</u>	<u>CHECK</u>	<u>CHECK</u>
<u>VENDOR</u>	<u>I.D.</u>	<u>NAME</u>	<u>STATUS</u>	<u>DATE</u>	<u>NO</u>	<u>AMOUNT</u>
	C-CHECK	VOID CHECK	V	9/21/2021	34273	
	C-CHECK	VOID CHECK	V	9/21/2021	34274	
	C-CHECK	VOID CHECK	V	9/21/2021	34275	
	C-CHECK	VOID CHECK	V	9/21/2021	34276	
	C-CHECK	VOID CHECK	V	9/21/2021	34301	
	C-CHECK	VOID CHECK	V	9/21/2021	34311	
	C-CHECK	VOID CHECK	V	9/21/2021	34312	
	C-CHECK	VOID CHECK	V	9/21/2021	34313	
	C-CHECK	VOID CHECK	V	9/21/2021	34314	
	C-CHECK	VOID CHECK	V	9/21/2021	34315	
	C-CHECK	VOID CHECK	V	9/21/2021	34322	
	C-CHECK	VOID CHECK	V	9/21/2021	34337	
	C-CHECK	VOID CHECK	V	9/21/2021	34355	
	C-CHECK	VOID CHECK	V	9/21/2021	34356	
	C-CHECK	VOID CHECK	V	9/21/2021	34357	
	C-CHECK	VOID CHECK	V	9/21/2021	34358	
	C-CHECK	VOID CHECK	V	9/21/2021	34359	
	C-CHECK	VOID CHECK	V	9/21/2021	34360	
	C-CHECK	VOID CHECK	V	9/21/2021	34361	
	C-CHECK	VOID CHECK	V	9/21/2021	34362	
	C-CHECK	VOID CHECK	V	9/21/2021	34363	
	C-CHECK	VOID CHECK	V	9/21/2021	34364	
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	C-CHECK	VOID CHECK	V	9/21/2021	34369	
	C-CHECK	VOID CHECK	V	9/21/2021	34370	
	C-CHECK	VOID CHECK	V	9/28/2021	34388	
	C-CHECK	VOID CHECK	V	9/28/2021	34389	
	C-CHECK	VOID CHECK	V	9/28/2021	34390	
	C-CHECK	VOID CHECK	V	9/28/2021	34391	
	C-CHECK	VOID CHECK	V	9/28/2021	34392	
	C-CHECK	VOID CHECK	V	9/28/2021	34393	
	C-CHECK	VOID CHECK	V	9/28/2021	34394	
	C-CHECK	VOID CHECK	V	9/28/2021	34395	
	C-CHECK	VOID CHECK	V	9/28/2021	34396	
	C-CHECK	VOID CHECK	V	9/28/2021	34397	
	C-CHECK	VOID CHECK	V	9/28/2021	34398	
	C-CHECK	VOID CHECK	V	9/28/2021	34399	
	C-CHECK	VOID CHECK	V	9/28/2021	34400	
	C-CHECK	VOID CHECK	V	9/28/2021	34401	
	C-CHECK	VOID CHECK	V	9/28/2021	34402	
	C-CHECK	VOID CHECK	V	9/28/2021	34403	
	C-CHECK	VOID CHECK	V	9/28/2021	34404	
	C-CHECK	VOID CHECK	V	9/28/2021	34405	
	C-CHECK	VOID CHECK	V	9/28/2021	34406	
	C-CHECK	VOID CHECK	V	9/28/2021	34407	
	C-CHECK	VOID CHECK	V	9/28/2021	34408	
	C-CHECK	VOID CHECK	V	9/28/2021	34409	
	C-CHECK	VOID CHECK	V	9/28/2021	34410	
	C-CHECK	VOID CHECK	V	9/28/2021	34411	
	C-CHECK	VOID CHECK	V	9/28/2021	34412	

		AP HISTORY					
VENDOR	SET: 99	CHECK REPORT					Item 3.
BANK:	ALL						
DATE RANGE:	9/1/2021	THRU 9/30/2021					
					<u>CHECK</u>	<u>CHECK</u>	<u>CHECK</u>
<u>VENDOR</u>	<u>I.D.</u>	<u>NAME</u>	<u>STATUS</u>	<u>DATE</u>	<u>NO</u>	<u>AMOUNT</u>	
	C-CHECK	VOID CHECK	V	9/28/2021	34413		
	C-CHECK	VOID CHECK	V	9/28/2021	34414		
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	C-CHECK	VOID CHECK	V	9/28/2021	34416		
	C-CHECK	VOID CHECK	V	9/28/2021	34417		
	C-CHECK	VOID CHECK	V	9/28/2021	34418		
	C-CHECK	VOID CHECK	V	9/28/2021	34419		
	C-CHECK	VOID CHECK	V	9/28/2021	34420		
	C-CHECK	VOID CHECK	V	9/28/2021	34421		
	C-CHECK	VOID CHECK	V	9/28/2021	34422		
	C-CHECK	VOID CHECK	V	9/28/2021	34423		
	C-CHECK	VOID CHECK	V	9/28/2021	34424		
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	C-CHECK	VOID CHECK	V	9/28/2021	34426		
	C-CHECK	VOID CHECK	V	9/28/2021	34427		
	C-CHECK	VOID CHECK	V	9/28/2021	34428		
	C-CHECK	VOID CHECK	V	9/28/2021	34429		
	C-CHECK	VOID CHECK	V	9/28/2021	34430		
	C-CHECK	VOID CHECK	V	9/28/2021	34431		
	C-CHECK	VOID CHECK	V	9/28/2021	34432		
	C-CHECK	VOID CHECK	V	9/28/2021	34433		
	C-CHECK	VOID CHECK	V	9/28/2021	34434		
	C-CHECK	VOID CHECK	V	9/28/2021	34435		
	C-CHECK	VOID CHECK	V	9/28/2021	34436		
	C-CHECK	VOID CHECK	V	9/28/2021	34437		
	C-CHECK	VOID CHECK	V	9/28/2021	34438		
	C-CHECK	VOID CHECK	V	9/28/2021	34439		
	C-CHECK	VOID CHECK	V	9/28/2021	34440		
	C-CHECK	VOID CHECK	V	9/28/2021	34441		
	C-CHECK	VOID CHECK	V	9/28/2021	34442		
	C-CHECK	VOID CHECK	V	9/28/2021	34443		
	C-CHECK	VOID CHECK	V	9/28/2021	34444		
	C-CHECK	VOID CHECK	V	9/28/2021	34445		
	C-CHECK	VOID CHECK	V	9/28/2021	34446		
	C-CHECK	VOID CHECK	V	9/28/2021	34447		
	C-CHECK	VOID CHECK	V	9/28/2021	34448		
	C-CHECK	VOID CHECK	V	9/28/2021	34449		
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	C-CHECK	VOID CHECK	V	9/28/2021	34451		
	C-CHECK	VOID CHECK	V	9/28/2021	34452		
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	C-CHECK	VOID CHECK	V	9/28/2021	34459		
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	C-CHECK	VOID CHECK	V	9/28/2021	34480		
	C-CHECK	VOID CHECK	V	9/28/2021	34481		
	C-CHECK	VOID CHECK	V	9/28/2021	34482		

		AP HISTORY					
VENDOR	SET: 99	CHECK REPORT					Item 3.
BANK:	ALL						
DATE RANGE:	9/1/2021	THRU 9/30/2021					
					<u>CHECK</u>	<u>CHECK</u>	<u>CHECK</u>
<u>VENDOR</u>	<u>I.D.</u>	<u>NAME</u>	<u>STATUS</u>	<u>DATE</u>	<u>NO</u>	<u>AMOUNT</u>	
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	C-CHECK	VOID CHECK	V	9/28/2021	34527		
	C-CHECK	VOID CHECK	V	9/28/2021	34528		
21521		BARKER, LINDA					
	I-PPE 8/27	Fitness Instruction	E	9/2/2021	556	\$150.00	
58266		GUERRA CERON, JEDIDAH					
	I-PPE 8/27	Fitness Instruction	E	9/2/2021	557	\$120.00	
91552		MEIER, CYNTHIA S					
	I-PPE 8/27	Fitness Instruction	E	9/2/2021	558	\$60.00	
149577		POOL-TREVINO, MARY E					
	I-PPE 8/27	Fitness Instruction	E	9/2/2021	559	\$330.00	
161255		HELWIG, LISA A					
	I-PPE 8/27	Fitness Instruction	E	9/2/2021	560	\$60.00	
1145		MICHELLE PEREZ					
	I-2021-000	CONSULTANT INV	E	9/2/2021	561	\$1,095.00	
39751		CHING, HARRIETT R					
	I-SWIM LES	HARRIETT SWIM LESSONS	E	9/3/2021	562	\$826.00	
161255		HELWIG, LISA A					
	I-POUND 8/	LISA HELWIG	E	9/3/2021	563	\$84.00	
136600		TEXAS MUNICIPAL					
	I-AUGUST 2	AUGUST TMRS	E	9/10/2021	564	\$17,898.66	
21521		BARKER, LINDA					
	I-PPE 9/10	BARKER, LINDA	E	9/16/2021	565	\$90.00	
39751		CHING, HARRIETT R					
	I-AUGUST S	HARRIETT CHING	E	9/16/2021	566	\$343.00	
58266		GUERRA CERON, JEDIDAH					
	I-PPE 9/10	Group Fitness Instruc	E	9/16/2021	567	\$60.00	
91552		MEIER, CYNTHIA S					
	I-PPE 9/10	Group Fitness Instruc	E	9/16/2021	568	\$150.00	
149577		POOL-TREVINO, MARY E					
	I-PPE 9/10	Group Fitness Instruc	E	9/16/2021	569	\$240.00	
161255		HELWIG, LISA A					
	I-PPE 9/10	Group Fitness Instruc	E	9/16/2021	570	\$60.00	
835		STEVENS, PERRY R					
	I-SEPT SAL	ANNUAL SALARY	E	9/23/2021	571	\$5,716.5	41

		AP HISTORY					
VENDOR	SET: 99	CHECK REPORT					
BANK:	ALL						
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					<u>CHECK</u>	<u>CHECK</u>	<u>CHECK</u>
<u>VENDOR</u>	<u>I.D.</u>	<u>NAME</u>	<u>STATUS</u>	<u>DATE</u>	<u>NO</u>	<u>AMOUNT</u>	
76509		ICMA-RC					
	I-ICMA-SEP	ICMA	E	9/24/2021	572	\$3,040.00	
961		SUSIE DICKEY					
	I-PPE 0924	FITNESS INSTRUCTOR	E	9/30/2021	573	\$360.00	
21521		BARKER, LINDA					
	I-PPE 0924	FITNESS INSTRUCTOR	E	9/30/2021	574	\$180.00	
58266		GUERRA CERON, JEDIDAH					
	I-PPE 0924	FITNESS INSTRUCTOR	E	9/30/2021	575	\$60.00	
91552		MEIER, CYNTHIA S					
	I-PPE 0924	FITNESS INSTRUCTOR	E	9/30/2021	576	\$60.00	
149577		POOL-TREVINO, MARY E					
	I-PPE 0924	FITNESS INSTRUCTOR	E	9/30/2021	577	\$30.00	
1145		MICHELLE PEREZ					
	I-2021-000	CONSULTING CONTRACT	E	9/30/2021	578	\$1,305.00	
91639		CITY OF ANGLETON - DE					
	I-73757391	DENTAL INS	R	9/1/2021	34037		
	I-DENTAL A	DENTAL INS	R	9/1/2021	34037	\$4,691.84	
91640		CITY OF ANGLETON - HL					
	I-"7375739	VISION INS	R	9/1/2021	34038		
	I-73757391	HEATH INS	R	9/1/2021	34038		
	I-AUG ADJ	HEATH INS	R	9/1/2021	34038	\$135,899.74	
47572		DEARBORN LIFE INSURAN					
	C-"ADJUSTM	LIFE INS	R	9/1/2021	34040		
	I-'GROUP #	LIFE INS	R	9/1/2021	34040	\$1,588.40	
961		SUSIE DICKEY					
	I-PPE 8/27	Fitness Instruction	R	9/1/2021	34042	\$420.00	
1016		MELISSA EDGE					
1035		EIGHT20 CONSULTING					
	I-21092	ZACTAX SUBSCRIPT	R	9/1/2021	34044	\$3,000.00	
1071		ENTERPRISE FM TRUST					
	I-73514807	GASOLINE USEAGE	V	9/1/2021	34045	\$11,169.92	
1071		ENTERPRISE FM TRUST					
	M-CHECK	ENTERPRISE FM TRUST	V	9/1/2021	34045	(\$11,169.92)	
57933		FRANKLIN, BETTY S					
	I-PPE 8/27	Fitness Instruction	R	9/1/2021	34046	\$60.00	
800		HERNANDEZ, SUSIE					
	I-PP 8/10-	CONTRACT WORK	R	9/1/2021	34047	\$487.50	

Item 3.

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DATE RANGE:	9/1/2021	THRU 9/30/2021					
<u>VENDOR</u>	<u>I.D.</u>	<u>NAME</u>	<u>STATUS</u>	<u>CHECK DATE</u>	<u>CHECK NO</u>	<u>CHECK AMOUNT</u>	
KOSKIN		LINDSAY KOSKINIEMI					
	I-REIMB-PL	WELLS FARGO MONEY ORD	R	9/1/2021	34048	\$100.00	
624		MALONE, DONALD J.					
	I-INSPECTI	DON MALONE INSPECTOR	R	9/1/2021	34049	\$600.00	
112765		PERDUE BRANDON FIELDE					
	I-0060177	PERDUE COLLECTIONS	R	9/1/2021	34050		
	I-0060179	PERDUE COLLECTIONS	R	9/1/2021	34050		
	I-0060180	PERDUE COLLECTIONS	R	9/1/2021	34050		
	I-0060578	PERDUE COLLECTIONS	R	9/1/2021	34050		
	I-0060579	PERDUE COLLECTIONS	R	9/1/2021	34050		
	I-0061020	PERDUE COLLECTIONS	R	9/1/2021	34050		
	I-006109	PERDUE COLLECTIONS	R	9/1/2021	34050	\$42,416.69	
955		WARREN, DANIEL					
	I-PPE 8/27	WARREN, DANIEL	R	9/1/2021	34052	\$240.00	
1129		MALDONADO, CARLOS					
	I-SOUND 9/	SOUND FOR CONCERTS IN	R	9/1/2021	34053	\$700.00	
1129		MALDONADO, CARLOS					
	I-SOUND 9/	SOUND FOR CONCERTS IN	R	9/1/2021	34054	\$700.00	
1129		MALDONADO, CARLOS					
	I-SOUND 9/	SOUND FOR CONCERTS IN	R	9/1/2021	34055	\$700.00	
994		AMAZON CAPITAL SERVIC					
	I-1CFT-PFQ	NAME PLATES	R	9/1/2021	34056	\$242.90	
576		ACCURATE UTILITY SUPP					
	I-173144	WATER SUPPLIES	R	9/8/2021	34060		
	I-173147	WATER SUPPLIES	R	9/8/2021	34060	\$4,633.00	
455		ACE IMAGEWEAR					
	I-0691993	UNIFORMS 08/24/2021	R	9/8/2021	34061		
	I-0693449	UNIFORMS 8/31/2021	R	9/8/2021	34061		
	I-0693450	UNIFORMS	R	9/8/2021	34061	\$1,302.89	
1		ALYSSA COOK					
	I-REF RENT	ALYSSA COOK	R	9/8/2021	34062	\$250.00	
994		AMAZON CAPITAL SERVIC					
	I-14QP-317	AMAZON	R	9/8/2021	34063		
	I-16QT-CLR	SUPPLIES	R	9/8/2021	34063		
	I-19KT-3LD	AMAZON	R	9/8/2021	34063		
	I-1D34-3TL	Nitrile Gloves	R	9/8/2021	34063		
	I-1D4L-KLW	AMAZON	R	9/8/2021	34063		
	I-1F13-6JM	Chloe printer	R	9/8/2021	34063		
	I-1F13-6JM	WAX AND CAULK	R	9/8/2021	34063		
	I-1N7N-RQX	WEBCAMS	R	9/8/2021	34063		
	I-1NLM-MJF	AMAZON	R	9/8/2021	34063		

Item 3.

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				<u>CHECK</u>	<u>CHECK</u>	<u>CHECK</u>
<u>VENDOR</u>	<u>I.D.</u>	<u>NAME</u>	<u>STATUS</u>	<u>DATE</u>	<u>NO</u>	<u>AMOUNT</u>
	I-1NLM-MJF	OFFICE SUPPLIES	R	9/8/2021	34063	
	I-1T47-7HR	SILICA GEL PACKETS	R	9/8/2021	34063	
	I-1W3D-VJQ	OFFICE SUUPLIES	R	9/8/2021	34063	
	I-1YXW-FD4	Cadet Coveralls	R	9/8/2021	34063	
	I-VD4G/PVV	AMAZON	R	9/8/2021	34063	\$2,701.80
8450		ANGLETON AREA MEDICAL				
	I-AUG-821L	AAEMC YRLY MON CALL R	R	9/8/2021	34066	\$7,917.00
14000		ANGLETON FEED & SUPPL				
	I-281252	RM43 & RM18	R	9/8/2021	34067	
	I-281854	GLYPHOS/ARSENAL	R	9/8/2021	34067	\$577.88
1068		AQUA-METRIC SALES CO				
	I-INV00841	ANNUAL SUPPORT	R	9/8/2021	34068	\$18,446.88
433		ASCO				
	I-SWO18500	LABOR FOR WORK ON PW-	R	9/8/2021	34069	\$625.50
578		AT&T				
	I-*979549	Station phone	R	9/8/2021	34070	\$44.63
127300		AT&T				
	I-:979849-	MONTHLY SERVICES	R	9/8/2021	34071	\$1,617.20
705		AT&T MOBILITY				
	I-28728632	Truck Internet	R	9/8/2021	34072	
	I-28729349	CELL PHONE JULY20-AUG	R	9/8/2021	34072	\$3,064.41
469		AUTOZONE				
	I-15516911	GEAR OIL & THREAD PER	R	9/8/2021	34073	
	I-15516919	GEAR OIL & THREAD PER	R	9/8/2021	34073	
	I-15516938	CARB CLEANER	R	9/8/2021	34073	\$46.10
59000		B & K MOTOR PARTS INC				
	I-855978	SUPPLIES	R	9/8/2021	34074	
	I-855979	SUPPLIES	R	9/8/2021	34074	
	I-855982	GENERAL SUPPLIES	R	9/8/2021	34074	
	I-855983	GENERAL SUPPLIES	R	9/8/2021	34074	
	I-856052	SUPPLIES	R	9/8/2021	34074	
	I-856091	BATTERIES FOR GENERAT	R	9/8/2021	34074	
	I-856447	SUPPLIES	R	9/8/2021	34074	
	I-857173	P4	R	9/8/2021	34074	\$509.24
1108		BAY OIL COMPANY				
	I-922210	FUEL	R	9/8/2021	34076	\$2,652.66
23600		BCOS OFFICE TECHNOLOG				
	I-AR282908	OVERAGES	R	9/8/2021	34077	\$239.09
847		JUAN BESERRA				
	I-REIMB FO	REIMBURSEMENT FOR LIC	R	9/8/2021	34078	\$111.0

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22711		BLUELINE SHOP &					
	I-17012	SEGURA NOTARY STAMP	R	9/8/2021	34079	\$35.52	
940		CECIL BOOTH					
	I-SERVICES	COUNCIL SERVICES	R	9/8/2021	34080	\$100.00	
584		BRAZORIA COUNTY ENGIN					
	I-ENG21-14	STORM WATER PERMIT	R	9/8/2021	34081	\$1,439.91	
31355		BRAZOS TRACTOR & EQUI					
	I-416991	PARTS FOR WEEDERS	R	9/8/2021	34082		
	I-417084	NEW WEEDER & POLE	R	9/8/2021	34082		
	I-417095	MOWER BLADES	R	9/8/2021	34082	\$1,844.26	
34510		BROOKSIDE EQUIPMENT S					
	I-IA30079	EQUIPMENT SUPPLIES	R	9/8/2021	34083		
	I-IA30191	SUPPLIES	R	9/8/2021	34083		
	I-IA30616	SUPPLIES	R	9/8/2021	34083		
	I-IA30694	SUPPLIES	R	9/8/2021	34083		
	I-ia30544	EQUIPMENT SUPPLIES	R	9/8/2021	34083	\$641.44	
1		BURDITT CONSULTANTS					
	I-140329	Consultant	R	9/8/2021	34084	\$3,500.00	
37656		CDW GOVERNMENT, INC.					
	I-J958253	PATROL PCs	R	9/8/2021	34085	\$2,890.55	
49500		CENTERPOINT ENERGY					
	I-'8865573	GAS SERVICE PW	R	9/8/2021	34086		
	I-:4842470	GASS BILL	R	9/8/2021	34086	\$136.82	
27550		CITY OF ANGLETON - VI					
	C-TAXES RE	REFUND	R	9/8/2021	34087		
	I-00021G	BINGO PRIZES & SUPPLI	R	9/8/2021	34087		
	I-014275	BOBBY DORAN'S PLUMBIN	R	9/8/2021	34087		
	I-01H01262	WATER CITY HALL	R	9/8/2021	34087		
	I-0510822	CID SUPPLIES	R	9/8/2021	34087		
	I-08654G	CHEMICALS FOR POOLTES	R	9/8/2021	34087		
	I-10902714	Otterbox clip	R	9/8/2021	34087		
	I-11190189	CID SUPPLIES	R	9/8/2021	34087		
	I-229651	KLEEN AIR	R	9/8/2021	34087		
	I-25915	Printing	R	9/8/2021	34087		
	I-56226266	CID DESKS	R	9/8/2021	34087		
	I-69610	FUEL FOR GENERATORS	R	9/8/2021	34087		
	I-69653	FUEL WWTP	R	9/8/2021	34087		
	I-69678	FUEL WWTP	R	9/8/2021	34087		
	I-81765	COLLECTION KITS	R	9/8/2021	34087		
	I-CANVA031	SUPPLIES	R	9/8/2021	34087		
	I-CPA LICE	CPA LICENSE	R	9/8/2021	34087		
	I-DOLLAR T	SUPPLIES	R	9/8/2021	34087		
	I-DOLLAR T	SUPPLIES	R	9/8/2021	34087		
	I-FINANCE	APPAREL	R	9/8/2021	34087		
	I-G1XS-VK4	TCFP Testing	R	9/8/2021	34087		

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	I-G1XS-ZAX	TCFP Testing	R	9/8/2021	34087		
	I-HAWLEY E	REPAIRING LIGHT FIXTU	R	9/8/2021	34087		
	I-HOME DEP	SUPPLIES	R	9/8/2021	34087		
	I-HOME DEP	SUPPLIES	R	9/8/2021	34087		
	I-KROGER -	CAKE	R	9/8/2021	34087		
	I-KROGER 0	MEET AND GREET	R	9/8/2021	34087		
	I-OIL CHAN	SUPPLIES	R	9/8/2021	34087		
	I-PK56 TIR	SUPPLIES	R	9/8/2021	34087		
	I-SHIPPING	Camera RMA	R	9/8/2021	34087		
	I-TIP	COTTON PATCH CAFE	R	9/8/2021	34087		
	I-TRAINING	SGR	R	9/8/2021	34087		
	I-TSC 0728	SUPPLIES	R	9/8/2021	34087		
	I-UTILCOLL	APPAREL	R	9/8/2021	34087		
	I-WM 04522	MEET AND GREET	R	9/8/2021	34087		
	I-WM 04641	SUPPLIES	R	9/8/2021	34087		
	I-WM 04682	TARP	R	9/8/2021	34087		
	I-WM 06584	SUPPLIES	R	9/8/2021	34087		
	I-WM 09655	SUPPLIES	R	9/8/2021	34087		
	I-WM 09782	BINGO PRIZES & SUPPLI	R	9/8/2021	34087		
	I-code boo	INTERNATIONAL CODE	R	9/8/2021	34087		
	I-dg 04801	MEET AND GREET	R	9/8/2021	34087		
	I-plaque	PLAQUE	R	9/8/2021	34087		
	I-wm 02769	DOG FOOD	R	9/8/2021	34087		
	I-wm 04701	MEET AND GREET	R	9/8/2021	34087	\$14,498.98	
1168		CITY OF FREEPORT					
	I-BCCA T T	DINNER CITY OF FREEPO	R	9/8/2021	34096	\$20.00	
41510		COASTAL PUMP SERVICES					
	I-13618	LS 27	R	9/8/2021	34097		
	I-13629	WATER PLANT 3	R	9/8/2021	34097		
	I-13640	WP3 & LS 15	R	9/8/2021	34097		
	I-13643	WP3 & LS 15	R	9/8/2021	34097	\$7,544.00	
1		Colleen Martin					
	I-CELL ALL	Sept Cell Phone	R	9/8/2021	34098	\$60.00	
43920		COP STOP, INC.:					
	I-14481	Uniform badges	R	9/8/2021	34099		
	I-14535	Badge replacement	R	9/8/2021	34099		
	I-14558	SHIRTS	R	9/8/2021	34099		
	I-14584	MASKS	R	9/8/2021	34099	\$984.00	
1		COURTNEY LANDERS					
	I-AUG CELL	PHONE REIMBUR	R	9/8/2021	34100	\$60.00	
704		CURTISS C LOCKE					
	I-389	WP 3, WP 4, LS 7	R	9/8/2021	34101	\$4,845.94	
47642		DIVER OVERHEAD DOORS					
	I-31879	DOORS- HALF OF PRICE	R	9/8/2021	34102	\$5,905.00	
48500		DXI INDUSTRIES					

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	I-05501543	CHEMICAL SUPPLIES	R	9/8/2021	34103	\$1,677.50	
921		ENTERPRISE RENT A CAR					
	I-27772191	NARCOTICS	R	9/8/2021	34104	\$575.00	
52500		FACTS					
	I-1523-082	AD FOR BUDGET	R	9/8/2021	34105	\$529.00	
293		GENSCO AIRCRAFT TIRES					
	I-15233	TIRES FOR EQUIPMENT	R	9/8/2021	34106	\$840.00	
1031		GONGORA, MARK					
	I-COUNCIL	COUNCIL SERVICES	R	9/8/2021	34107	\$100.00	
64457		GREATER GULF COAST PA					
	I-NEW MEM	Prof. Membership	R	9/8/2021	34108	\$70.00	
309		GULF COAST CHEVROLET					
	I-CVCS5855	P-31	R	9/8/2021	34109		
	I-CVCS5858	P-38	R	9/8/2021	34109		
	I-CVCS5858	REPAIR AC	R	9/8/2021	34109	\$1,114.10	
66300		GULF COAST PAPER CO I					
	I-2093038	RESTROOM SUPPLIES	R	9/8/2021	34110		
	I-2093040	GULF COAST PAPER	R	9/8/2021	34110	\$706.74	
1		HOUSTON SIGN COMPANY					
	I-INV-6973	Box Wraps	R	9/8/2021	34111	\$1,572.90	
78451		HUB INTERNATONAL INS					
	I-2013810	CONSULTING FEES	R	9/8/2021	34112	\$2,791.67	
77700		INSTRUMENTATION, INC.					
	I-222459	ELECTRICAL CIRCUIT IN	R	9/8/2021	34113	\$1,243.00	
80512		JOHNSON SUPPLY					
	I-08415887	FILTERS	R	9/8/2021	34114	\$174.96	
1		JOY CHANDLER					
	I-PAYMNT-J	Art Wraps	V	9/8/2021	34115	\$250.00	
1		JOY CHANDLER					
	M-CHECK	JOY CHANDLER	V	9/8/2021	34115	(\$250.00)	
784		KONICA MINOLTA PREMIE					
	I-73620796	MONTHLY PRINTER SERVI	R	9/8/2021	34116	\$766.11	
1		KYLE LIVESAY					
	I-TRAVEL P	Travel - Per Diem	R	9/8/2021	34117	\$168.00	
84900		LAKE HARDWARE & LUMBE					
	C-84678	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84161	GENERAL SUPPLIES	R	9/8/2021	34118		

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	I-84208	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84308	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84321	LAKE HARDWARE	R	9/8/2021	34118		
	I-84350	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84411	WASP & HORNET SPRAY	R	9/8/2021	34118		
	I-84412	SUPPLIES	R	9/8/2021	34118		
	I-84416	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84446	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84462	SUPPLIES	R	9/8/2021	34118		
	I-84468	SUPPLIES	R	9/8/2021	34118		
	I-84530	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84545	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84582	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84592	SUPPLIES	R	9/8/2021	34118		
	I-84593	AIR FILTER	R	9/8/2021	34118		
	I-84602	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84659	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84667	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84669	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84671	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84677	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84681	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84703	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84749	SUPPLIES	R	9/8/2021	34118		
	I-84763	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84797	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-84811	GENERAL SUPPLIES	R	9/8/2021	34118		
	I-192530	SUPPLIES	R	9/8/2021	34118	\$1,061.09	
85000		LANDON'S SECURITY LLC					
	I-21223	YEARLY ALARM MONITORI	R	9/8/2021	34124		
	I-21226	MAKE KEY	R	9/8/2021	34124	\$735.00	
1		LAUREN LUNA					
	I-PAYMNT-L	Art Wraps	R	9/8/2021	34125	\$250.00	
85589		LAWMAN'S UNIFORM & EQ					
	I-50022	COLLAR BRASS	R	9/8/2021	34126	\$67.94	
602		MASTERCARD					
	I-00196G	TRAVEL AND TRAINING	R	9/8/2021	34127		
	I-00277G	TRAVEL AND TRAINING	R	9/8/2021	34127		
	I-HOTEL-CC	TRAVEL AND TRAINING	R	9/8/2021	34127		
	I-LOVES 00	SCALES	R	9/8/2021	34127		
	I-TCEQ FEE	TCEQ FEES	R	9/8/2021	34127		
	I-HOTEL- P	HOTEL STAY	R	9/8/2021	34127	\$1,282.90	
1123		MORTON MORROW INC DBA					
	I-1305	REBUILD AIRCOMPRESSOR	R	9/8/2021	34128	\$490.32	
99450		MUNICIPAL EMERGENCY S					
	I-IN161276	Replacement SCBA's	R	9/8/2021	34129		
	I-IN161467	Hot Stick Replaced	R	9/8/2021	34129	\$36,392.35	

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667		MURRAY MOWING					
	I-737064	MOWING	R	9/8/2021	34130	\$93.00	
1		NABCO ENTRANCES, INC.					
	I-90119944	POOL ENT	R	9/8/2021	34131	\$5,998.00	
1		NABCO ENTRANCES, INC.					
	I-90119943	EXIT DOO	R	9/8/2021	34132	\$39,982.00	
988		O'REILLY AUTO PARTS					
	I-0405-373	GENERAL SUPPLIES	R	9/8/2021	34133		
	I-0405-377	GENERAL SUPPLIES	R	9/8/2021	34133	\$65.71	
1056		ON DEMAND INCORPORATE					
	I-29956574	FORMAX& POSTAGE MACHI	R	9/8/2021	34134	\$495.00	
108505		JASON PEREZ					
	I-SEPT SER	COUNCIL SERVICES	R	9/8/2021	34135	\$150.00	
480		POWER ASSOCIATES, INC					
	I-13282	ELECTRICAL	R	9/8/2021	34136	\$9,989.00	
112755		PROGRESSIVE COMMERCIA					
	I-I24557	CHLORINE TABS	R	9/8/2021	34137	\$1,695.00	
113477		R&M TELEPHONE SERVICE					
	I-WO-0232	CABLES IN DISPATCH	R	9/8/2021	34138	\$1,379.01	
30020		RANDLE LAW OFFICE LTD					
	I-02434		Aug-21	R	9/8/2021	34139	
	I-02435		Aug-21	R	9/8/2021	34139	
	I-02436		Aug-21	R	9/8/2021	34139	
	I-02437		Aug-21	R	9/8/2021	34139	
	I-02438		Aug-21	R	9/8/2021	34139	
	I-02439		Aug-21	R	9/8/2021	34139	
	I-02440		Aug-21	R	9/8/2021	34139	
	I-02441		Aug-21	R	9/8/2021	34139	
	I-02442		Aug-21	R	9/8/2021	34139	
	I-02443		Aug-21	R	9/8/2021	34139	
	I-02444		Aug-21	R	9/8/2021	34139	
	I-02484		Aug-21	R	9/8/2021	34139	
	I-02485		Aug-21	R	9/8/2021	34139	\$25,412.22
400		RELIANT METRO LTD					
	I-141.2000	CO2	R	9/8/2021	34142	\$304.92	
115820		RICK'S OUTDOOR POWER					
	I-717898	Fuel, mower belt	R	9/8/2021	34143	\$155.84	
35149		SPARKLIGHT					
	I-:1272307	MONTHLY SERVICES	R	9/8/2021	34144	\$225.00	

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29		SPRINT/NEXTEL					
	I-56273185	MONTHLY SERVICE	R	9/8/2021	34145	\$600.00	
982		SUNBELT CAR WASH SERV					
	I-048046	CAR WASH- AUG 2021	R	9/8/2021	34146	\$280.00	
1007		SVOBODA, MICHAEL					
	I-SEPT SER	COUNCIL MEMBER	R	9/8/2021	34147	\$100.00	
1069		SWIPECLOCK LLC					
	I-144312	APPLICANTSTACK	R	9/8/2021	34148	\$225.00	
1157		TEXAS MATERIALS GROUP					
	I-219625	14 TONS COLD MIX	R	9/8/2021	34149	\$1,550.56	
1037		TOWNSEND, TRAVIS					
	I-COUN SRV	COUNCIL SERVICES	R	9/8/2021	34150	\$100.00	
1041		TXU ENERGY					
	I-52003232	MONTHLY SERVICE	R	9/8/2021	34151		
	I-52003237	MONTHLY ELECTRICITY	R	9/8/2021	34151		
	I-54005769	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54005769	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54005769	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54005769	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54005769	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54005769	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54005769	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54005780	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54053003	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54053003	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427837	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427837	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427837	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427837	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427837	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427837	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427837	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427837	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427837	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427841	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427841	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427841	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427841	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427841	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427841	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427841	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427841	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427841	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54427841	MONTHLY SERVICE	R	9/8/2021	34151		
	I-54577816	MONTHLY SERVICE	R	9/8/2021	34151		
	I-55227740	MONTHLY SERVICE	R	9/8/2021	34151		
	I-55877574	MONTHLY ELECTRICITY	R	9/8/2021	34151		
	I-55927545	MONTHLY SERVICE	R	9/8/2021	34151	\$12,218.44	
77400		TYLER TECHNOLOGIES, I					

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	I-025-3462	MONTHLY SUPPORT COSTS	R	9/8/2021	34157	\$390.00
157000		WALMART COMMUNITY/CAP				
	I-WM 12134	SUPPLIES	R	9/8/2021	34158	\$268.92
158299		WASTE CONNECTIONS OF				
	C-AUG KAB	GARBAGE COLLECTION	R	9/8/2021	34159	
	I-AUG GARB	GARBAGE COLLECTION	R	9/8/2021	34159	\$161,110.22
1		WENDY DELGADO				
	I-Art Wrap	Art Wraps	R	9/8/2021	34160	\$250.00
1116		WEX BANK				
	I-'7351480	AUG GASOLINE	R	9/8/2021	34161	
	I-*7351480	AUG GASOLINE	R	9/8/2021	34161	
	I--'735148	AUG GASOLINE	R	9/8/2021	34161	
	I---735148	AUG GASOLINE	R	9/8/2021	34161	
	I--7351480	AUG GASOLINE	R	9/8/2021	34161	
	I-07351480	AUG GASOLINE	R	9/8/2021	34161	
	I-73514807	AUG GASOLINE	R	9/8/2021	34161	
	I-73514807	AUG GASOLINE	R	9/8/2021	34161	
	I-73514807	AUG GASOLINE	R	9/8/2021	34161	
	I-73514807	AUG GASOLINE	R	9/8/2021	34161	
	I-73514807	AUG GASOLINE	R	9/8/2021	34161	\$11,169.92
449		WILSON PEST CONTROL				
	I-160	pest control	R	9/8/2021	34163	\$250.00
160485		JOHN WRIGHT				
	I-COUNCIL	COUNCIL SERVICES	R	9/8/2021	34164	\$100.00
163050		ZEIGLER'S				
	I-25884	SIGNAGE FOR WWTP	R	9/8/2021	34165	\$372.00
1		Actions, Inc.				
	I-DONATION	DONATION	R	9/14/2021	34181	\$5,000.00
1173		ADRIAN GALLEGOS				
	I-SOUND FO	SOUND FOR TEJANO NITE	R	9/14/2021	34182	\$700.00
1		ARCHIE MILAM				
	I-REF CANC	ARCHIE MILAM	R	9/14/2021	34183	\$200.00
1		AWARD HOMES				
	I-RENO TO	RENO TO MUNICIPAL	R	9/14/2021	34184	\$13,035.00
20039		BL TECHNOLOGY INC				
	I-PAY EST	PAY ESTIMATE #1	R	9/14/2021	34185	\$12,414.91
714		BRAZORIA COUNTY SEPTI				
	I-92868	PORTABLE RESTROOMS	R	9/14/2021	34186	\$1,570.00
41510		COASTAL PUMP SERVICES				

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	I-13522	WATER PLANT 3 PUMP 3	R	9/14/2021	34187	\$22,447.00	
1		COLLEEN MARTIN					
	I-TRVEL EX	CPM CLASS	V	9/14/2021	34188	\$364.69	
1		COLLEEN MARTIN					
	M-CHECK	COLLEEN MARTIN	V	9/14/2021	34188	(\$364.69)	
961		SUSIE DICKEY					
	I-PPE 9/10	Group Fitness Instruc	R	9/14/2021	34189	\$570.00	
1		DIMI GARCIA					
	I-PERFORME	PERFORMER TEJANO N	V	9/14/2021	34190	\$300.00	
1		DIMI GARCIA					
	M-CHECK	DIMI GARCIA	V	9/14/2021	34190	(\$300.00)	
1		DJ					
	I-DJ FOR T	DJ FOR TEJANO NIGHT	V	9/14/2021	34191	\$200.00	
1		DJ					
	M-CHECK	DJ	V	9/14/2021	34191	(\$200.00)	
57933		FRANKLIN, BETTY S					
	I-PPE 9/10	Group Fitness Instruc	R	9/14/2021	34192	\$60.00	
1152		GUNDA CORPORATION LLC					
	I-9264	PLANNING SERVICES	R	9/14/2021	34193	\$6,150.00	
1		HACH					
	I-12585060	LAB EQUIPMENT	R	9/14/2021	34194	\$6,414.00	
1		HACH					
	I-12616665	LAB EQUIPMENT	R	9/14/2021	34195	\$3,146.00	
1		HACH					
	I-12619147	LAB EQUIPMENT	R	9/14/2021	34196	\$1,493.00	
688		HTI CONSTRUCTION, INC					
	I-2106-03	SIDEWALK IMPROVEMENTS	R	9/14/2021	34197		
	I-2123	SIDEWALK IMPROVEMENTS	R	9/14/2021	34197	\$25,640.00	
1		LANE BURCH					
	I-HELPED M	MARKET DAYS	R	9/14/2021	34198	\$450.00	
992		MCCI, LLC					
	I-RN4524	LASERFICHE	R	9/14/2021	34199	\$13,795.20	
1		MOVIN MELVIN BROWN					
	I-PERFORME	MARKET DAYS	R	9/14/2021	34200	\$250.00	
1124		MRB GROUP					
	I-0040520	WWTP PROF SERVICES	R	9/14/2021	34201	\$6,915.00	

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1167		REYNA, ELIDA					
	I-CONCERT	CONCERT PAYMENT	R	9/14/2021	34202	\$3,500.00	
1		ROBERT KUHN					
	I-PERFORME	MARKET DAYS PERFOR	R	9/14/2021	34203	\$250.00	
1		SANDRA REANS					
	I-HELLO DO	SANDRA REANS	R	9/14/2021	34204	\$15.00	
1		STRIPES & STOPS CO. I					
	I-40998	RE STR	R	9/14/2021	34205	\$10,370.40	
1		THE MYERS-BRIGGS COMP					
	I-01348646	MYERS	R	9/14/2021	34206	\$5,086.25	
379		ULINE					
	I-13538986	COURT RENOVATIONS	R	9/14/2021	34207	\$431.29	
955		WARREN, DANIEL					
	I-PPE 9/10	Group Fitness Instruc	R	9/14/2021	34208	\$240.00	
1		WOODS AUTOMOTIVE					
	I-CID - RE	CID - REMOVE	R	9/14/2021	34209	\$75.00	
1074		LANDMARK STRUCTURES I					
	I-PAYMENT	PAY REQ 9,10, & 11	R	9/16/2021	34212	\$122,835.00	
1074		LANDMARK STRUCTURES I					
	I-PAYMENT	PAY REQ 9,10, & 11	R	9/16/2021	34213	\$59,023.50	
1074		LANDMARK STRUCTURES I					
	I-PAYMENT	PAY REQ 9,10, & 11	R	9/16/2021	34214	\$15,300.00	
576		ACCURATE UTILITY SUPP					
	I-173317	WATER SUPPLIES	R	9/21/2021	34216	\$3,685.00	
455		ACE IMAGEWEAR					
	I-0696345	UNIFORMS 09/14/2021	R	9/21/2021	34217		
	I-0696346	UNIFORMS	R	9/21/2021	34217		
	I-694900	UNIFORMS 09/07/2021	R	9/21/2021	34217	\$595.53	
1030		ACT PIPE & SUPPLY INC					
	I-S1007134	SUPPLIES	R	9/21/2021	34218		
	I-S1007134	SUPPLIES	R	9/21/2021	34218		
	I-S1007138	SUPPLIES	R	9/21/2021	34218	\$782.70	
1019		ADP INC					
	I-58771358	FY21 Fees	R	9/21/2021	34219	\$376.20	
1104		AFLAC GROUP INS (GROU					
	I-A1670092	AFLAC	R	9/21/2021	34220	\$2,617.5	

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1133		AIC URGENT CARE, PLLC				
	I-1146	DRUG SCREENS	R	9/21/2021	34221	\$1,190.00
2560		AIRGAS USA, LLC				
	I-99823936	OXYGEN RENTAL	R	9/21/2021	34222	
	I-99823936	OXYGEN RENTAL AUG 202	R	9/21/2021	34222	\$125.26
373		ALVIN SUN & ADVERTISE				
	I-95572	ADVERTISEMENTS	R	9/21/2021	34223	\$174.00
994		AMAZON CAPITAL SERVIC				
	C-1LYG-WJK	AMAZON	R	9/21/2021	34224	
	I-1633-Q4D	OFFICE SUPPLIES	R	9/21/2021	34224	
	I-174Q-R9Y	SAFETY HARNESS	R	9/21/2021	34224	
	I-17JG-FYG	AMAZON	R	9/21/2021	34224	
	I-1DPK-4XC	SUPPLIES	R	9/21/2021	34224	
	I-1DQQ-76P	MASKS	R	9/21/2021	34224	
	I-1GF6-DCM	TONER 431 4 PACK	R	9/21/2021	34224	
	I-1H9P-6TL	AMAZON	R	9/21/2021	34224	
	I-1H9P-6TL	OFFICE SUPPLIES	R	9/21/2021	34224	
	I-1HML-9F7	AMAZON	R	9/21/2021	34224	
	I-1JDY-46P	AMAZON	R	9/21/2021	34224	
	I-1JQW-7CJ	SUPPLIES	R	9/21/2021	34224	
	I-1M6N-QYG	OFFICE SUPPLIES	R	9/21/2021	34224	
	I-1MP7-FGC	CERTIFICATE HOLDERS	R	9/21/2021	34224	
	I-1P4T-63J	OFFICE SUPPLIES	R	9/21/2021	34224	
	I-1R4K-LDT	SUPPLIES	R	9/21/2021	34224	
	I-1Vfy-CC7	OFFICE SUPPLIES	R	9/21/2021	34224	
	I-1WP3-WT3	DVD MEDIA	R	9/21/2021	34224	
	I-1XRM-RRL	SUPPLIES	R	9/21/2021	34224	
	I-1XRM-RRL	CLEANING SUPPLIES	R	9/21/2021	34224	
	I-1Y41-MWH	TONER	R	9/21/2021	34224	
	I-1hvn-c4r	PRINTER PAPER	R	9/21/2021	34224	
	I-1hl-9v7	OFFICE SUPPLIES	R	9/21/2021	34224	
	I-1mtn-p7h	OFFICE SUPPLIES	R	9/21/2021	34224	\$4,353.71
8450		ANGLETON AREA MEDICAL				
	I-3423629M	SUPPLIES	R	9/21/2021	34229	\$16,750.90
8450		ANGLETON AREA MEDICAL				
	I-3450195M	SUPPLIES	R	9/21/2021	34230	\$4,773.60
8450		ANGLETON AREA MEDICAL				
	I-COLLECTI	MONEY COLLECTED	R	9/21/2021	34231	\$9,575.70
9075		ANGLETON BETTER LIVIN				
	I-SALES TX	MONTHLY SALES TAX	R	9/21/2021	34232	\$132,943.35
10010		CITY OF ANGLETON				
	I-FSM-SEPT	FSM	R	9/21/2021	34233	\$1,027.73
10010		CITY OF ANGLETON				
	I-GUN REIM	GUN REIMBURSEMENT	R	9/21/2021	34234	\$739.82

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10010		CITY OF ANGLETON					
	I-MON SALE	MONTHLY SALES TAX	R	9/21/2021	34235	\$265,886.71	
10010		CITY OF ANGLETON					
	I-W & S -S	WATER & SEWER	R	9/21/2021	34236	\$840.00	
14000		ANGLETON FEED & SUPPL					
	I-282081	CHEMICAL SUPPLIES	R	9/21/2021	34237	\$180.63	
17100		ANGLETON VOLUNTEER					
	I-AUG COLL	MONEY COLLECTED	R	9/21/2021	34238	\$3,556.59	
1		ANNE WHISTLER					
	I-MD-REFUN	ANNE WHISTLER	R	9/21/2021	34239	\$200.00	
458		AT&T					
	I-:1304205	INTERNET	R	9/21/2021	34240		
	I-:979 549	PHONES	R	9/21/2021	34240	\$128.41	
578		AT&T					
	I-0059 287	PHONES FOR PW	R	9/21/2021	34241		
	I-:0592888	PHONE	R	9/21/2021	34241	\$81.46	
127300		AT&T					
	I-;979 849	PHONES FOR PW	R	9/21/2021	34242	\$184.58	
1		AWARD HOMES					
	I-REC CENT	AWARD HOME RENO	R	9/21/2021	34243	\$22,183.00	
59000		B & K MOTOR PARTS INC					
	I-854600	COOLING FAN	R	9/21/2021	34244		
	I-857550	E1 lamp	R	9/21/2021	34244		
	I-857735	PARTS FOR PW-51	R	9/21/2021	34244		
	I-857898	PARTS FOR PW-51	R	9/21/2021	34244		
	I-858028	ADEHESIVE GLUE FOR MI	R	9/21/2021	34244		
	I-858328	ADAPTERS	R	9/21/2021	34244		
	I-858968	OIL FOR OLD BACKHOE	R	9/21/2021	34244	\$327.71	
1		BARRON SPORTS					
	I-REFUND-B	BARRON SPORTS	R	9/21/2021	34246	\$200.00	
1108		BAY OIL COMPANY					
	I-924067	FUEL 9.8.21	R	9/21/2021	34247		
	I-925557	FUEL 9.13.21	R	9/21/2021	34247	\$4,349.66	
23600		BCOS OFFICE TECHNOLOG					
	I-AR283356	MONTHLY SERVICE	R	9/21/2021	34248		
	I-AR283424	PRINTER MAINTENANCE	R	9/21/2021	34248	\$198.94	
584		BRAZORIA COUNTY ENGIN					
	I-ENG 21-1	STORM WATER PERMIT	R	9/21/2021	34249	\$964.6	

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25025		BRAZORIA COUNTY HEALT					
	I-COLIFOR	LAB FEES	R	9/21/2021	34250	\$510.00	
31355		BRAZOS TRACTOR & EQUI					
	I-417388	U JOINTS	R	9/21/2021	34251		
	I-417437	CHAIN SAW	R	9/21/2021	34251		
	I-417537	PARTS FOR ZERO TURN M	R	9/21/2021	34251	\$964.63	
32500		BRAZOSPORT WATER AUTH					
	I-01-0487	WATER PURCHASE	R	9/21/2021	34252	\$183,024.00	
1		BRENDA'S HIS-N-HERS					
	I-MARKET D	BRENDA'S H	R	9/21/2021	34253	\$200.00	
34510		BROOKSIDE EQUIPMENT S					
	I-IA 31160	EQUIPMENT SUPPLIES	R	9/21/2021	34254		
	I-IA 31170	EQUIPMENT SUPPLIES	R	9/21/2021	34254		
	I-IA31243	EQUIPMENT SUPPLIES	R	9/21/2021	34254	\$677.09	
34776		BUG SHOP					
	I-INSPECTI	INSPECTION ON KUBOTA	R	9/21/2021	34255	\$25.50	
49500		CENTERPOINT ENERGY					
	I-::481481	MONTHLY SERVICES	R	9/21/2021	34256	\$23.69	
1111		CHLOE CAMPBELL					
	I-CHLOE CE	CELL PHONE ALLOWANCE	R	9/21/2021	34257	\$60.00	
1		CHLOE CAMPBELL					
	I-15 YRS -	SERVICE AWARD	R	9/21/2021	34258	\$375.00	
91639		CITY OF ANGLETON - DE					
	I-::737576	DENTAL INS	R	9/21/2021	34259	\$4,565.62	
91640		CITY OF ANGLETON - HL					
	I--7375768	VISION INS	R	9/21/2021	34260		
	I-73757683	HEALTH INS	R	9/21/2021	34260	\$128,394.72	
27550		CITY OF ANGLETON - VI					
	C-CLASS RE	REFUND	R	9/21/2021	34261		
	C-HEB ORDE	CITY OF ANGLETON - VI	R	9/21/2021	34261		
	C-NOT CHR D	NOT VISA	R	9/21/2021	34261		
	C-TRAINING	TRAINING REFUND	R	9/21/2021	34261		
	C-WM CREDI	PURCHASES	R	9/21/2021	34261		
	I-*WM 0677	PURCHASES	R	9/21/2021	34261		
	I-0015	AUGUST SHELTER LUV	R	9/21/2021	34261		
	I-01107G	POOL SUPPLIES	R	9/21/2021	34261		
	I-0249G	S LUNCH	R	9/21/2021	34261		
	I-03233G D	PURCHASES	R	9/21/2021	34261		
	I-04125G	VARIOUS CHARGES TO VI	R	9/21/2021	34261		
	I-04630G D	PURCHASES	R	9/21/2021	34261		
	I-07361G	POOL SUPPLIES	R	9/21/2021	34261		
	I-10 TICKE	TICKETS & GAS FOR BUS	R	9/21/2021	34261		

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	I-11335111	PURCHASES	R	9/21/2021	34261		
	I-11346804	PURCHASES	R	9/21/2021	34261		
	I-11395004	PURCHASES	R	9/21/2021	34261		
	I-12303	VARIOUS CHARGES TO VI	R	9/21/2021	34261		
	I-2107044	WATER BILL INSERTS	R	9/21/2021	34261		
	I-32601	Replacement Turbo Fla	R	9/21/2021	34261		
	I-327017	PURCHASES	R	9/21/2021	34261		
	I-33141205	VISA	R	9/21/2021	34261		
	I-42927827	SUPERVISORY TRAINING	R	9/21/2021	34261		
	I-42927839	SUPERVISORY TRAINING	R	9/21/2021	34261		
	I-42927842	SUPERVISORY TRAINING	R	9/21/2021	34261		
	I-42927847	SUPERVISORY TRAINING	R	9/21/2021	34261		
	I-42927935	SUPERVISORY TRAINING	R	9/21/2021	34261		
	I-52315831	SUPPLIES	R	9/21/2021	34261		
	I-AUG-APPL	CHARGES	R	9/21/2021	34261		
	I-Apparel	Apparel	R	9/21/2021	34261		
	I-BINGOCIZ	BINGOCIZE	R	9/21/2021	34261		
	I-CL-COURS	PURCHASES	R	9/21/2021	34261		
	I-CL-MEMBE	PURCHASES	R	9/21/2021	34261		
	I-COSTCO 0	VISA CHARGES-EM	R	9/21/2021	34261		
	I-COURSE-A	VARIOUS CHARGES TO VI	R	9/21/2021	34261		
	I-DONUTS D	VISA	R	9/21/2021	34261		
	I-EUSP2186	CITY OF ANGLETON - VI	R	9/21/2021	34261		
	I-FOOD AND	FOOD AND CAR RENTAL	R	9/21/2021	34261		
	I-GAS 0201	TICKETS & GAS FOR BUS	R	9/21/2021	34261		
	I-GIFT CAR	PURCHASES	R	9/21/2021	34261		
	I-HEB ONLI	CITY OF ANGLETON - VI	R	9/21/2021	34261		
	I-HILTON-F	CITY OF ANGLETON - VI	R	9/21/2021	34261		
	I-HOME DEP	POOL SUPPLIES	R	9/21/2021	34261		
	I-HOTEL-CM	CPM Class 1 night sta	R	9/21/2021	34261		
	I-HOTEL-MM	Hotel for Conference	R	9/21/2021	34261		
	I-I92530	SUPPLIES	R	9/21/2021	34261		
	I-IHOP-CM	CPM Class 1 night sta	R	9/21/2021	34261		
	I-JULY-APP	CHARGES	R	9/21/2021	34261		
	I-KING DOL	PURCHASES	R	9/21/2021	34261		
	I-KROGER G	PURCHASES	R	9/21/2021	34261		
	I-LETTERS	POSTAGE OF LETTERS	R	9/21/2021	34261		
	I-LOWES 01	SUPPLIES	R	9/21/2021	34261		
	I-LUNCH=FL	LUNCH	R	9/21/2021	34261		
	I-MAIL 000	MAIL	R	9/21/2021	34261		
	I-MARKETIN	SEE SOURCE	R	9/21/2021	34261		
	I-MEMBERSH	TEXAS DOWNTOWN ASSOC	R	9/21/2021	34261		
	I-MEMBERSH	VARIOUS CHARGES TO VI	R	9/21/2021	34261		
	I-MUNICODE	CITY OF ANGLETON - VI	R	9/21/2021	34261		
	I-NAME PLA	NAME PLATES	R	9/21/2021	34261		
	I-OFFICE C	CHAIRS FOR LTS	R	9/21/2021	34261		
	I-PICKET F	FOOD 9/2/21	R	9/21/2021	34261		
	I-PIZZA HU	CITY OF ANGLETON - VI	R	9/21/2021	34261		
	I-RECORDS	RECORDS MAIL	R	9/21/2021	34261		
	I-REGISTRA	CHARGES	R	9/21/2021	34261		
	I-TML CONF	VISA CHARGES-EM	R	9/21/2021	34261		
	I-TSC 0837	SUPPLIES	R	9/21/2021	34261		
	I-UPS RECO	VISA CHARGES	R	9/21/2021	34261		

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	I-WINGSTOP	CITY OF ANGLETON - VI	R	9/21/2021	34261		
	I-WM 02146	SUPPLIES	R	9/21/2021	34261		
	I-WM 04478	PURCHASES	R	9/21/2021	34261		
	I-WM 06116	SUPPLIES	R	9/21/2021	34261		
	I-WM 06739	PURCHASES	R	9/21/2021	34261		
	I-WM 06770	PURCHASES	R	9/21/2021	34261		
	I-WM 06770	PURCHASES	R	9/21/2021	34261		
	I-WM 07179	PURCHASES	R	9/21/2021	34261		
	I-WM 07179	PURCHASES	R	9/21/2021	34261		
	I-WM 08981	SUPPLIES	R	9/21/2021	34261		
	I-WM 09341	PURCHASES	R	9/21/2021	34261		
	I-ZOOM1081	ZOOM PAYMENT	R	9/21/2021	34261		
	I-items	EVENT	R	9/21/2021	34261		
	I-lunch la	VISA CHARGES	R	9/21/2021	34261		
	I-web trai	WEBINAR TRAINING	R	9/21/2021	34261		\$12,430.17
1027		CLARK CONDON ASSOCIAT					
	I-48250	Park Design Services	R	9/21/2021	34277		
	I-48251	Park Design Services	R	9/21/2021	34277		\$725.00
41550		CNA SURETY					
	I-64835815	CNA SURETY	R	9/21/2021	34278		\$194.25
41510		COASTAL PUMP SERVICES					
	I-13522B	WP 3 PUMP 3	R	9/21/2021	34279		
	I-13660	LS 27 & COUNTY JAIL	R	9/21/2021	34279		
	I-13667	LS 27 & COUNTY JAIL	R	9/21/2021	34279		\$16,041.00
1		Colleen Martin					
	I-MEAL	CPM Class	R	9/21/2021	34280		\$14.00
1		Colleen Martin					
	I-MILEAGE*	CPM Class	R	9/21/2021	34281		\$183.68
1		COPORATE LIQUIDATORS					
	I-173699	CHAIRS	R	9/21/2021	34282		\$3,360.00
1		COUNTRY BOY WATERFOUL					
	I-MARKET D	COUNTRY	R	9/21/2021	34283		\$200.00
1		COURTNEY LANDERS					
	I-SEPT CEL	COURTNEY LAND	R	9/21/2021	34284		\$60.00
47572		DEARBORN LIFE INSURAN					
	I-:GROUP#F	DEARBORN LIFE INS	R	9/21/2021	34285		\$1,720.82
198		DIAMOND HYDRAULICS, I					
	I-INV32546	BACKHOE & FORK LIFT	R	9/21/2021	34286		
	I-INV32559	BACKHOE & FORK LIFT	R	9/21/2021	34286		\$1,968.25
47745		DOOLEY TACKBERRY, INC					
	I-1092969	Helmet Shields	R	9/21/2021	34287		\$394.0

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47765		DSHS CENTRAL LAB MC20					
	I-*LAB FEE	LAB FEES	R	9/21/2021	34288	\$427.84	
48500		DXI INDUSTRIES					
	I-05501698	CHEMICAL SUPPLIES	R	9/21/2021	34289		
	I-05501701	CHEMICAL SUPPLIES	R	9/21/2021	34289		
	I-05501703	CHEMICAL SUPPLIES	R	9/21/2021	34289		
	I-DE000722	CHEMICAL SUPPLIES	R	9/21/2021	34289		
	I-DE000725	CHEMICAL SUPPLIES	R	9/21/2021	34289		
	I-DE000725	CHEMICAL SUPPLIES	R	9/21/2021	34289	\$2,043.51	
1		ELIZABETH BETTS					
	I-PARTIAL	PARTIAL REFUND	R	9/21/2021	34290	\$67.00	
1071		ENTERPRISE FM TRUST					
	I-FBN42793	MONTHLY LEASE	R	9/21/2021	34291	\$16,639.06	
1136		TIM DUCROZ					
	I-4359	INSPECTION SLIPS	R	9/21/2021	34292	\$89.90	
1103		FACILITY SOLUTIONS GR					
	I-5154670-	Facility Lighting	R	9/21/2021	34293	\$5,002.64	
110556		FREESE & NICHOLS					
	I-1326790	SOUTHSIDE	R	9/21/2021	34294		
	I-1326791	OYSTER CREEK WWTP	R	9/21/2021	34294		
	I-1326792	FREEDOM PK GWTS	R	9/21/2021	34294	\$28,346.19	
60506		GONZALES, GERI L.					
	I-SEPT PHO	SEPT PHONE ALLOW	R	9/21/2021	34295	\$60.00	
946		GOODYEAR COMMERCIAL T					
	I-170-1065	CH2 TIRES	R	9/21/2021	34296	\$380.54	
309		GULF COAST CHEVROLET					
	I-CVCS5858	P40	R	9/21/2021	34297		
	I-CVCS5859	AC1	R	9/21/2021	34297		
	I-CVCS5861	P52	R	9/21/2021	34297	\$1,149.38	
66300		GULF COAST PAPER CO I					
	I-2101054	GULF COAST PAPER	R	9/21/2021	34298		
	I-2101056	GULF COAST PAPER	R	9/21/2021	34298		
	I-2105416	GULF COAST PAPER	R	9/21/2021	34298		
	I-2105422	TRASH BAGS	R	9/21/2021	34298	\$513.42	
1152		GUNDA CORPORATION LLC					
	I-9076	GUNDA	R	9/21/2021	34299	\$4,300.00	
218		HDR, INC.					
	I-12003749	ENGINEERING SERVICES	R	9/21/2021	34300		
	I-12003749	ENGINEERING SERVICES	R	9/21/2021	34300		
	I-12003749	ENGINEERING SERVICES	R	9/21/2021	34300		
	I-12003749	ENGINEERING SERVICES	R	9/21/2021	34300		

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	I-12003749	ENGINEERING SERVICES	R	9/21/2021	34300		
	I-12003754	ENGINEERING SERVICES	R	9/21/2021	34300		
	I-12003754	GIS SERVICES	R	9/21/2021	34300		
	I-12003759	PROFESSIONAL SERVICES	R	9/21/2021	34300		\$49,382.85
1		HEIDI GUZMAN					
	I-5 YRS -	HEIDI GUZMAN	R	9/21/2021	34302		\$125.00
1117		IDEMIA					
	I-70629p	LIVE SCAN	R	9/21/2021	34303		\$17,322.00
80055		J & M WRECKER SERVICE					
	I-112586	TRAMMISSIONS ISSUES	R	9/21/2021	34304		\$349.97
1		JANE VALDEZ					
	I-REF-MD-J	JANE VALDEZ	R	9/21/2021	34305		\$200.00
1		JONES CREEK SAWMILL					
	I-REF JONE	JONES CREE	R	9/21/2021	34306		\$200.00
1		JUSTIN & PAT CROFTON					
	I-REF-J &	JUSTIN &	R	9/21/2021	34307		\$200.00
1114		KONICA MINOLTA					
	I-38453886	PRINTER LEASE	R	9/21/2021	34308		\$149.00
784		KONICA MINOLTA PREMIE					
	I-73770293	SEPT 2021 BILLING	R	9/21/2021	34309		
	I-73779214	MONTHLY LEASE	R	9/21/2021	34309		\$806.61
84900		LAKE HARDWARE & LUMBE					
	C-85178	GENERAL SUPPLIES	R	9/21/2021	34310		
	I-450845	40 LB BAGS OF READY M	R	9/21/2021	34310		
	I-82330	BUILDING SUPPLIES	R	9/21/2021	34310		
	I-84503	SUPPLIES	R	9/21/2021	34310		
	I-84515	SUPPLIES	R	9/21/2021	34310		
	I-84642	SUPPLIES	R	9/21/2021	34310		
	I-84691	SUPPLIES	R	9/21/2021	34310		
	I-84701	SUPPLIES	R	9/21/2021	34310		
	I-84893	GENERAL SUPPLIES	R	9/21/2021	34310		
	I-84917	GENERAL SUPPLIES	R	9/21/2021	34310		
	I-84946	GENERAL SUPPLIES	R	9/21/2021	34310		
	I-85025	EQUIPMENT SUPPLIES	R	9/21/2021	34310		
	I-85128	GENERAL SUPPLIES	R	9/21/2021	34310		
	I-85129	SUPPLIES	R	9/21/2021	34310		
	I-85139	GENERAL SUPPLIES	R	9/21/2021	34310		
	I-85145	BUILDING SUPPLIES	R	9/21/2021	34310		
	I-85150	GENERAL SUPPLIES	R	9/21/2021	34310		
	I-85151	GENERAL SUPPLIES	R	9/21/2021	34310		
	I-85159	SUPPLIES	R	9/21/2021	34310		
	I-85163	GENERAL SUPPLIES	R	9/21/2021	34310		
	I-85164	GENERAL SUPPLIES	R	9/21/2021	34310		
	I-85167	GENERAL SUPPLIES	R	9/21/2021	34310		

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	I-85208	BLUE GLUE	R	9/21/2021	34310		
	I-85237	SUPPLIES	R	9/21/2021	34310		
	I-85240	GENERAL SUPPLIES	R	9/21/2021	34310		
	I-85243	GENERAL SUPPLIES	R	9/21/2021	34310		
	I-85257	GENERAL SUPPLIES	R	9/21/2021	34310		
	I-85258	SUPPLIES	R	9/21/2021	34310		
	I-85308	BUILDING SUPPLIES	R	9/21/2021	34310		
	I-85336	SUPPLIES	R	9/21/2021	34310		
	I-85348	SUPPLIES	R	9/21/2021	34310		
	I-85415	MOWER BLADES	R	9/21/2021	34310		
	I-85425	GENERAL SUPPLIES	R	9/21/2021	34310		\$2,076.95
85000		LANDON'S SECURITY LLC					
	I-KEYS FOR	KEYS	R	9/21/2021	34316		
	I-PADLOCKS	PADLOCKS	R	9/21/2021	34316		\$608.84
85589		LAWMAN'S UNIFORM & EQ					
	I-50033	UNIFORMS	R	9/21/2021	34317		\$2,250.00
179		LEXISNEXIS RISK DATA					
	I-20210831	AUGUST 2021 BILLING	R	9/21/2021	34318		\$196.70
1		LLOYD GUIDRY					
	I-5 YRS-LG	5 YEAR	R	9/21/2021	34319		\$125.00
1		LT. GREGORY MITCHELL					
	I-20 YRS -	SERVICE A	R	9/21/2021	34320		\$500.00
602		MASTERCARD					
	I-01167013	WATER & CHEMICALS	R	9/21/2021	34321		
	I-282175	WATER & CHEMICALS	R	9/21/2021	34321		
	I-BELLAR L	LICENSE RENEWAL	R	9/21/2021	34321		
	I-DOMINOS	PIZZA-PART FOR KUBOTA	R	9/21/2021	34321		
	I-INUS0114	TASER CARTRIDGE	R	9/21/2021	34321		
	I-KUBOTA -	PIZZA-PART FOR KUBOTA	R	9/21/2021	34321		
	I-KUBOTA -	PIZZA-PART FOR KUBOTA	R	9/21/2021	34321		
	I-W104626	GARDEN CULTIVATOR	R	9/21/2021	34321		\$1,671.58
99400		MUNICIPAL CODE CORP					
	I-00362404	ELECTRONIC UPDATE	R	9/21/2021	34323		\$459.00
667		MURRAY MOWING					
	I-737074	MOWING	R	9/21/2021	34324		
	I-737077	LOTS ON DENNIS ST	R	9/21/2021	34324		\$506.00
103500		NEAL INSURANCE					
	I-72386137	SEGURA NOTARY BOND	R	9/21/2021	34325		\$71.00
104256		NORTH WATER DISTRICT					
	I-2105145	LAB FEES	R	9/21/2021	34326		
	I-2105146	LAB FEES	R	9/21/2021	34326		\$3,486.00
988		O'REILLY AUTO PARTS					

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	I-0405-370	Oil Drip Trays, funne	R	9/21/2021	34327		
	I-0405-379	GENERAL SUPPLIES	R	9/21/2021	34327		
	I-0405-380	FUEL FILTER	R	9/21/2021	34327		
	I-0405-381	WIPER FLUID	R	9/21/2021	34327		
	I-0408-364	GENERAL SUPPLIES	R	9/21/2021	34327	\$173.70	
1		ODETH B. RODRIGUEZ					
	I-refund c	CASH BOND R	R	9/21/2021	34328	\$530.00	
1056		ON DEMAND INCORPORATE					
	I-30062284	POSTAGE MACHINE	R	9/21/2021	34329	\$450.00	
1		OSCAR JARAMILLO					
	I-TEJANO N	TEJANO NITE DJ	R	9/21/2021	34330	\$200.00	
1		PEDRO COBOS RAMOS					
	I-bond ref	CASH BOND RE	R	9/21/2021	34331	\$1,261.03	
112765		PERDUE BRANDON FIELDE					
	I-061430	COLLECTIONS	R	9/21/2021	34332	\$2,519.13	
108550		PERFORMANCE TRANSMISS					
	I-59252	E3 Trans	R	9/21/2021	34333		
	I-59350	E1 Oil Leak	R	9/21/2021	34333		
	I-59394	E2 fuel filters	R	9/21/2021	34333		
	I-59449	E4 oil and oil change	R	9/21/2021	34333		
	I-59460	E1 oil and gear oil	R	9/21/2021	34333	\$5,817.17	
1065		PRE-PAID LEGAL SERVIC					
	I--*GROUP#	MONTHLY BILLING	R	9/21/2021	34334	\$559.20	
5869		PROACTIVE WORK HEALTH					
	I-EM038714	DRUG SCREEN	R	9/21/2021	34335		
	I-em038323	DRUG SCREENS	R	9/21/2021	34335	\$410.00	
1043		PROFORMA					
	I-BT390012	BUSINESS CARDS ANDY	R	9/21/2021	34336		
	I-CIT-105	REC SPICALIST APPAREL	R	9/21/2021	34336		
	I-CIT-105-	CITY APPREAL SUPT/AQ	R	9/21/2021	34336		
	I-DT390019	PLAYBOOK	R	9/21/2021	34336		
	I-DT390019	PLAYBOOK	R	9/21/2021	34336		
	I-ORDER #A	STAFF UNIFORMS	R	9/21/2021	34336	\$5,185.70	
112755		PROGRESSIVE COMMERCIA					
	I-I24719	AQUATICS CHEMTROL LEA	R	9/21/2021	34338	\$1,000.00	
1122		QMP EVENTS/MARKETING					
	I-REIMB- T	REIMBURSEMENT	R	9/21/2021	34339	\$300.00	
115450		RED BUD SUPPLY, INC.					
	I-174062	BLUE AND GREEN FLAGS	R	9/21/2021	34340	\$682.41	
400		RELIANT METRO LTD					

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	I-140-2000	CO2 REFILL	R	9/21/2021	34341		
	I-141.2000	RELIANT METRO	R	9/21/2021	34341		
	I-141.2000	RELIANT METRO	R	9/21/2021	34341		
	I-141.8000	RELIANT METRO	R	9/21/2021	34341		\$1,116.21
124388		SMITH MUNICIPAL SUPPL					
	I-00-19587	SIGN SUPPLIES	R	9/21/2021	34342		
	I-19572	SIGN SUPPLIES	R	9/21/2021	34342		\$8,267.38
125000		SOILEAU'S PARTS & SER					
	I-64316	SERVICE CALL	R	9/21/2021	34343		\$120.96
35149		SPARKLIGHT					
	I-:1269042	INTERNET WWTP	R	9/21/2021	34344		\$134.75
845		SPF					
	I-3333	EMERG CALL OUT	R	9/21/2021	34345		\$420.00
1099		SPOK, INC					
	I-0292489U	PAGERS WWTP	R	9/21/2021	34346		\$87.37
763		SS MOTOR TRENDZ					
	I-7008	REPAIRS TO PW-29	R	9/21/2021	34347		\$1,052.31
1		STEPHANIE WILLAMS					
	I-REFUND -	STEPHANIE WI	R	9/21/2021	34348		\$200.00
1		SUSAN CARD					
	I-MARKET D	SUSAN CARD	R	9/21/2021	34349		\$200.00
1026		SYMMETRY ENERGY SOLUT					
	I-11727254	GAS FOR REC CENT	R	9/21/2021	34350		\$735.45
1		TAMARA PRATER					
	I-REFUND-T	TAMARA PRATER	R	9/21/2021	34351		\$250.00
1		Total Energy Solution					
	I-3084445	ATS	R	9/21/2021	34352		\$44,568.87
1151		TUBING & METRIC HYDRA					
	I-34898	HYDRAULIC HOSES	R	9/21/2021	34353		\$95.06
1041		TXU ENERGY					
	I-52003240	MONTHLY ELECTRICITY	R	9/21/2021	34354		
	I-52003240	MONTHLY ELECTRICITY	R	9/21/2021	34354		
	I-52003240	MONTHLY ELECTRICITY	R	9/21/2021	34354		
	I-54227897	MONTHLY ELECTRICITY	R	9/21/2021	34354		
	I-54227897	MONTHLY ELECTRICITY	R	9/21/2021	34354		
	I-54227897	MONTHLY ELECTRICITY	R	9/21/2021	34354		
	I-54227897	MONTHLY ELECTRICITY	R	9/21/2021	34354		
	I-54452859	MONTHLY ELECTRICITY	R	9/21/2021	34354		
	I-54452859	MONTHLY ELECTRICITY	R	9/21/2021	34354		
	I-54452859	MONTHLY ELECTRICITY	R	9/21/2021	34354		

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	I-PJI-0152	PLAYGROUND EQUIPMENT	R	9/22/2021	34380	\$133,245.98	
671		AAA ASPHALT PAVING IN					
	I-1346-11	MILLING MACHINE RENTA	R	9/28/2021	34464	\$25,996.00	
455		ACE IMAGEWEAR					
	I-0697791	UNIFORMS 09/21/2021	R	9/28/2021	34465	\$277.37	
950		FRANCES AGUILAR					
	I-PER DIEM	PER DIEM AND MILEAGE	R	9/28/2021	34466		
	I-REIMB -	DIRTY SOUTH-EOC FOOD	R	9/28/2021	34466		
	I-SEPT CEL	SEPTEMBER PHONE	R	9/28/2021	34466	\$555.28	
994		AMAZON CAPITAL SERVIC					
	C-1KGT-FTD	AMAZON	R	9/28/2021	34467		
	C-1R3X-RC4	AMAZON	R	9/28/2021	34467		
	I-11W3-JQ7	HOSE	R	9/28/2021	34467		
	I-19TX-RGJ	OFFICE SUPPLIES	R	9/28/2021	34467		
	I-1CH7-DDV	OFFICE SUPPLIES	R	9/28/2021	34467		
	I-1L7L-YLX	HEATERS FOR WATER PLA	R	9/28/2021	34467		
	I-1YXX-N1G	LEDGER SHEETS	R	9/28/2021	34467		
	I-1ghj-d9h	OFFICE SUPPLIES	R	9/28/2021	34467		
	I-1lql-fnw	OFFICE SUPPLIES	R	9/28/2021	34467	\$4,584.84	
14000		ANGLETON FEED & SUPPL					
	I-283222	BIFEN	R	9/28/2021	34469	\$416.25	
1068		AQUA-METRIC SALES CO					
	I-INV00845	METER INSTALL	R	9/28/2021	34470	\$13,232.84	
433		ASCO					
	I-SWO18500	EQUIPMENT REPAIR	R	9/28/2021	34471	\$625.50	
469		AUTOZONE					
	I-15517083	SOCKET	R	9/28/2021	34472		
	I-15517089	SOCKET	R	9/28/2021	34472	\$10.96	
1108		BAY OIL COMPANY					
	I-928129	FUEL 09/21/2021	R	9/28/2021	34473	\$2,644.29	
23600		BCOS OFFICE TECHNOLOG					
	I-AR284320	BCOS	R	9/28/2021	34474	\$261.88	
940		CECIL BOOTH					
	I-PER DIEM	PER DIEM AND MILEAGE	R	9/28/2021	34475	\$302.08	
34510		BROOKSIDE EQUIPMENT S					
	I-IA30423	BLOWER AND SWITCH	R	9/28/2021	34476		
	I-IA31823	TRAC BELT	R	9/28/2021	34476	\$268.73	
49500		CENTERPOINT ENERGY					
	I-[4842470	GAS BILL 08/13/21-9/1	R	9/28/2021	34477	\$96.5	

		AP HISTORY				
VENDOR	SET: 99	CHECK REPORT				
BANK:	ALL					
DATE RANGE:	9/1/2021	THRU 9/30/2021				
				<u>CHECK</u>	<u>CHECK</u>	<u>CHECK</u>
<u>VENDOR</u>	<u>I.D.</u>	<u>NAME</u>	<u>STATUS</u>	<u>DATE</u>	<u>NO</u>	<u>AMOUNT</u>
1		CHRIS WHITTAKER				
	I-PER DIEM	PER DIEM AND M	R	9/28/2021	34478	\$302.08
27550		CITY OF ANGLETON - VI				
	C-MBTI-NOT	CREDIT	R	9/28/2021	34479	
	C-SHRM CRE	SHRM CREDIT	R	9/28/2021	34479	
	C-training	TRAINING	R	9/28/2021	34479	
	I-02875G	VISA PURCHASES-ME	R	9/28/2021	34479	
	I-03531G	VISA PURCHASES-ME	R	9/28/2021	34479	
	I-04327G	VISA PURCHASES-ME	R	9/28/2021	34479	
	I-07190G	VISA PURCHASES-ME	R	9/28/2021	34479	
	I-1334586	MBTI	R	9/28/2021	34479	
	I-454AS681	TX AMUSEMENTS INS	R	9/28/2021	34479	
	I-8697813	DVDS RECORDS	R	9/28/2021	34479	
	I-AMAZON-	VISA PURCHASES-ME	R	9/28/2021	34479	
	I-AMAZON--	VISA PURCHASES-ME	R	9/28/2021	34479	
	I-CU006344	CARPET	R	9/28/2021	34479	
	I-DONUTS -	HURR NIC EOC FOOD 9.1	R	9/28/2021	34479	
	I-DPS CRED	PEDDLER PERMIT SUPPLI	R	9/28/2021	34479	
	I-FACEBOOK	VISA PURCHASES-ME	R	9/28/2021	34479	
	I-LA CASON	CHAPLAINS LUNCH	R	9/28/2021	34479	
	I-OMNI 106	HOTEL	R	9/28/2021	34479	
	I-TWLG - M	VISA PURCHASES-ME	R	9/28/2021	34479	
	I-WM 08171	SUPPLIES	R	9/28/2021	34479	
	I-WM ONLIN	WALMART	R	9/28/2021	34479	\$4,838.20
1		COLLISION SPECIALIST				
	I-1753	P51 R	R	9/28/2021	34483	\$985.00
43920		COP STOP, INC.:				
	I-14636	C Lukasheay	R	9/28/2021	34484	\$400.00
24		DPS GENERAL SERVICES				
	I-BLOOD TE	BLOOD TEST KITS	R	9/28/2021	34485	\$325.00
50486		EQUIPMENT DEPOT LTD				
	I-52322844	BOLTS	R	9/28/2021	34486	\$20.14
52500		FACTS				
	I-15239-08	ADVERTISEMENTS	R	9/28/2021	34487	\$1,951.00
57933		FRANKLIN, BETTY S				
	I-PPE 9/24	FITNESS INSTRUCTOR	R	9/28/2021	34488	\$30.00
377		GERI GONZALES				
	I-DINNER	TRAVEL REIMBURSEMENT	R	9/28/2021	34489	
	I-LUNCH	TRAVEL REIMBURSEMENT	R	9/28/2021	34489	
	I-RIDE	TRAVEL REIMBURSEMENT	R	9/28/2021	34489	
	I-UBER	TRAVEL REIMBURSEMENT	R	9/28/2021	34489	\$141.55
1031		GONGORA, MARK				
	I-PER DIEM	PER DIEM AND MILEAGE	R	9/28/2021	34490	\$302.0

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<u>VENDOR</u>	<u>I.D.</u>	<u>NAME</u>	<u>STATUS</u>	<u>DATE</u>	<u>NO</u>	<u>AMOUNT</u>	
854		JAVIER GONZALEZ					
	I-REIMB TE	TEST FEES	R	9/28/2021	34491	\$50.00	
298		GRACE WATER SERVICES					
	I-753	VACUUM PUMP REPLACEME	R	9/28/2021	34492	\$5,850.00	
309		GULF COAST CHEVROLET					
	I-CVCS5859	P39	R	9/28/2021	34493		
	I-CVCS5862	P41	R	9/28/2021	34493		
	I-CVCS5863	P44	R	9/28/2021	34493	\$2,731.34	
66300		GULF COAST PAPER CO I					
	I-2109965	TP AND PAPER TOWELS	R	9/28/2021	34494		
	I-2109966	TP AND PAPER TOWELS	R	9/28/2021	34494	\$110.00	
593		HARRIS COUNTY AUDITOR					
	I-005805	WARRANTS	R	9/28/2021	34495	\$3,058.00	
218		HDR , INC.					
	I-12003763	PROFESSIONAL SERVICES	R	9/28/2021	34496	\$15,795.00	
82800		KILLUM PEST CONTROL					
	I-338898	PEST CONTROL SERVICE	R	9/28/2021	34497	\$75.00	
784		KONICA MINOLTA PREMIE					
	I-73921522	MONTHLY PRINTER SERVI	R	9/28/2021	34498	\$372.27	
83950		KWIK KAR					
	I-1-302902	VEHICLE INSPECTION	R	9/28/2021	34499		
	I-1-302946	OIL CHANGE PW 07	R	9/28/2021	34499	\$123.16	
84900		LAKE HARDWARE & LUMBE					
	I-83566	GENERAL SUPPLIES	R	9/28/2021	34500		
	I-84194	GENERAL SUPPLIES	R	9/28/2021	34500		
	I-84476	GENERAL SUPPLIES	R	9/28/2021	34500		
	I-85170	GENERAL SUPPLIES	R	9/28/2021	34500		
	I-85463	BUILDING SUPPLIES	R	9/28/2021	34500		
	I-85468	PAINT FOR WATER PLANT	R	9/28/2021	34500		
	I-85471	BUILDING SUPPLIES	R	9/28/2021	34500		
	I-85475	GENERAL SUPPLIES	R	9/28/2021	34500		
	I-85555	BLDG SUPPLIES	R	9/28/2021	34500		
	I-85571	GENERAL SUPPLIES	R	9/28/2021	34500		
	I-85601	GENERAL SUPPLIES	R	9/28/2021	34500		
	I-85621	GENERAL SUPPLIES	R	9/28/2021	34500		
	I-85747	BUILDING REPAIR SUPPL	R	9/28/2021	34500		
	I-85761	BUILDING REPAIR SUPPL	R	9/28/2021	34500		
	I-85767	BUILDING REPAIR SUPPL	R	9/28/2021	34500	\$1,863.10	
85000		LANDON'S SECURITY LLC					
	I-21234	Station 1 lock repair	R	9/28/2021	34503		
	I-21235	PADLOCKS AND KEYS	R	9/28/2021	34503		
	I-21236	PADLOCKS AND KEYS	R	9/28/2021	34503		
	I-21237	PADLOCKS AND KEYS	R	9/28/2021	34503		

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<u>VENDOR</u>	<u>I.D.</u>	<u>NAME</u>	<u>STATUS</u>	<u>DATE</u>	<u>NO</u>	<u>AMOUNT</u>	
	I-21240	Station 1 lock repair	R	9/28/2021	34503		
	I-21278	RE-KEY WWTP OFFICE	R	9/28/2021	34503	\$1,146.63	
85589		LAWMAN'S UNIFORM & EQ					
	I-50037	MINI PATCHES	R	9/28/2021	34504	\$345.00	
87000		LUBE-N-TUNE					
	I-OIL CHAN	OIL CHANGE PW 18	R	9/28/2021	34505	\$49.00	
624		MALONE, DONALD J.					
	I-INSPEC S	INSPECTION SERVICES	R	9/28/2021	34506	\$440.00	
602		MASTERCARD					
	I-KROGER 0	JAIL FOOD	R	9/28/2021	34507	\$126.00	
90555		MATULA & MATULA					
	I-2011-250	DEMO	R	9/28/2021	34508	\$9,800.00	
90555		MATULA & MATULA					
	I-2011-252	REMOVAL OF SLAB	R	9/28/2021	34509	\$1,800.00	
992		MCCI, LLC					
	I-PS4819	LASERFICHE	R	9/28/2021	34510	\$20,253.60	
1		MCKENNA CONTRACTING					
	I-21079303	SWING SEAT	R	9/28/2021	34511	\$925.00	
1047		MEMORIAL HERMANN SURG					
	I-2021 TIR	2021 TIRZ LEVY DUE	R	9/28/2021	34512	\$21,393.76	
96445		MOORE SUPPLY, CO.					
	I-S1622211	CONTROL BOX	R	9/28/2021	34513	\$192.23	
667		MURRAY MOWING					
	I-737078	1310 NORTHVIEW	R	9/28/2021	34514	\$217.00	
108505		JASON PEREZ					
	I-PER DIEM	PER DIEM AND MILEAGE	R	9/28/2021	34515	\$302.08	
1		PRECISION ELECTRIC					
	I-9044	INSTALL 19	R	9/28/2021	34516	\$15,960.00	
1043		PROFORMA					
	I-BT390013	HATS AND SHIRTS	R	9/28/2021	34517		
	I-BT390014	SHIRT ORDER	R	9/28/2021	34517		
	I-bt390013	HATS AND SHIRTS	R	9/28/2021	34517	\$4,447.93	
250		QWICK KURB INC.					
	I-2305348	RAILROAD MARKERS	R	9/28/2021	34518	\$5,085.12	
1160		RAM FS LLC					
	I-1037	Station 3 Generator R	R	9/28/2021	34519	\$804.6	69

		AP HISTORY					
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<u>VENDOR</u>	<u>I.D.</u>	<u>NAME</u>	<u>STATUS</u>	<u>DATE</u>	<u>NO</u>	<u>AMOUNT</u>	
400		RELIANT METRO LTD					
	I-141.2000	CO2 FOR REC POOL	R	9/28/2021	34520	\$229.86	
1172		SHERONICA DENISE WRIG					
	I-SR BUS T	SHERONICA EVANS	R	9/28/2021	34521	\$186.88	
89553		SIDDONS-MARTIN EMERGE					
	I-19405919	Tower 1 Poly Pads	R	9/28/2021	34522	\$1,677.41	
124388		SMITH MUNICIPAL SUPPL					
	I-00-19572	SHIPPING & HANDLING	R	9/28/2021	34523		
	I-00-19587	SHIPPING & HANDLING	R	9/28/2021	34523	\$381.05	
35149		SPARKLIGHT					
	I-**126968	INTERNET FOR PW	R	9/28/2021	34524		
	I-[1267135	MONTHLY BILL 9/16-10/	R	9/28/2021	34524		
	I-{1268841	monthly servoce	R	9/28/2021	34524	\$433.37	
1		Total Energy Solution					
	I-QUOTE #9	Standby	R	9/28/2021	34525	\$12,682.35	
1041		TXU ENERGY					
	I-54005794	MONTHLY ELECTRIC BIL	R	9/28/2021	34526		
	I-54005794	MONTHLY ELECTRIC BIL	R	9/28/2021	34526		
	I-54005794	MONTHLY ELECTRIC BIL	R	9/28/2021	34526		
	I-54005794	MONTHLY ELECTRIC BIL	R	9/28/2021	34526		
	I-54005794	MONTHLY ELECTRIC BIL	R	9/28/2021	34526		
	I-54005794	MONTHLY ELECTRIC BIL	R	9/28/2021	34526		
	I-54352853	MONTHLY ELECTRIC BIL	R	9/28/2021	34526		
	I-54352875	MONTHLY ELECTRIC BIL	R	9/28/2021	34526		
	I-54352875	MONTHLY ELECTRIC BIL	R	9/28/2021	34526		
	I-54427852	MONTHLY ELECTRIC BIL	R	9/28/2021	34526		
	I-54502845	MONTHLY ELECTRIC BIL	R	9/28/2021	34526		
	I-56002527	MONTHLY ELECTRIC BILL	R	9/28/2021	34526		
	I-56002527	MONTHLY ELECTRIC BILL	R	9/28/2021	34526		
	I-56002527	MONTHLY ELECTRIC BILL	R	9/28/2021	34526		
	I-56002527	MONTHLY ELECTRIC BILL	R	9/28/2021	34526		
	I-56005279	MONTHLY ELECTRIC BILL	R	9/28/2021	34526	\$15,958.57	
385		UNITED RENTALS					
	I-19777256	PARK LIGHT TOWER RENT	R	9/28/2021	34529		
	I-19798244	PARK LIGHT TOWER RENT	R	9/28/2021	34529		
	I-19821949	PARK LIGHT TOWER RENT	R	9/28/2021	34529		
	I-19847940	PARK LIGHT TOWER RENT	R	9/28/2021	34529	\$912.52	
149326		USA BLUE BOOK					
	I-735483	TOOLS FOR WATER CREW	R	9/28/2021	34530		
	I-737152	TOOLS FOR WATER CREW	R	9/28/2021	34530	\$97.85	
157000		WALMART COMMUNITY/CAP					
	I-WM 2675	FOOD	R	9/28/2021	34531	\$141.35	
1		WALTER REEVES					

Item 3.

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
SUMMARY						
BALANCE AS OF : SEPTEMBER 30, 2021						
VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
99-000029	SPRINT/NEXTEL					
	INV *562731851-013	9/30/2021	9/30/2021	N	MONTHLY SERVICE	\$384.00
	FSB	9/30/2021			PO: 21-60272	\$384.00
	INV 562731851-013	9/30/2021	9/30/2021	N	MONTHLY SERVICE	\$216.00
	FSB	9/30/2021			PO: 21-60272	\$216.00
99-000100	A FAMILY FLOWER SHOP &					
	INV 1032	9/30/2021	9/30/2021	N	FLOWERS	\$92.01
	FSB	9/30/2021			PO: 21-60322	\$92.01
	INV 1034	9/30/2021	9/30/2021	N	FLOWERS	\$70.36
	FSB	9/30/2021			PO: 21-60322	\$70.36
99-000117	LENOVO, INC					
	INV .6458380898	9/30/2021	9/30/2021	N	LAPTOP	\$440.96
	FSB	9/30/2021			PO: 21-59535	\$440.96
	INV 6458380898	9/30/2021	9/30/2021	N	LAPTOP	\$500.00
	FSB	9/30/2021			PO: 21-59535	\$500.00
99-000179	LEXISNEXIS RISK DATA MA					
	INV 20210930	9/30/2021	9/30/2021	N	LEXIS NEXIS SEP	\$150.00
	FSB	9/30/2021			PO: 21-60074	\$150.00
99-000218	HDR , INC.					
	INV 1200352513*	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$3,000.00
	FSB	9/30/2021			PO: 21-60026	\$3,000.00
	INV 1200359758*	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$6,000.00
	FSB	9/30/2021			PO: 21-60026	\$6,000.00
	INV 1200360949	9/29/2021	9/29/2021	N	HENDERSON RD ST	\$1,040.00
	FSB	9/29/2021			PO: 21-59922	\$1,040.00
	INV 1200360952	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$8,066.64
	FSB	9/30/2021			PO: 21-59937	\$8,066.64
	INV 1200360953	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$9,855.88
	FSB	9/30/2021			PO: 21-59937	\$9,855.88
	INV 1200360956	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$1,437.13
	FSB	9/30/2021			PO: 21-59937	\$1,437.13
	INV 1200361113	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$2,128.69
	FSB	9/30/2021			PO: 21-59937	\$2,128.69
	INV 1200361114	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$378.64
	FSB	9/30/2021			PO: 21-59937	\$378.64
	INV 1200361115	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$7,300.00
	FSB	9/30/2021			PO: 21-59937	\$7,300.00

ACCOUNTS PAYABLE						
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<u>VENDOR</u>	<u>NAME</u>	<u>INV DATE</u>	<u>POST DATE</u>	<u>1099</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
	INV 1200361116	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$9,120.00
	FSB	9/30/2021			PO: 21-59937	\$9,120.00
	INV 1200361118	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$48,600.00
	FSB	9/30/2021			PO: 21-59937	\$48,600.00
	INV 1200361119	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$1,278.00
	FSB	9/30/2021			PO: 21-59937	\$1,278.00
	INV 1200374810*	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$3,500.00
	FSB	9/30/2021			PO: 21-60026	\$3,500.00
	INV 1200380859	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$11,672.47
	FSB	9/30/2021			PO: 21-60251	\$11,672.47
	INV 1200380872*	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$5,885.44
	FSB	9/30/2021			PO: 21-60251	\$5,885.44
	INV 1200380885	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$5,840.00
	FSB	9/30/2021			PO: 21-60251	\$5,840.00
	INV 1200380889	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$4,560.00
	FSB	9/30/2021			PO: 21-60251	\$4,560.00
	INV 1200381722	9/30/2021	9/30/2021	N	2021 ST BOND PR	\$2,758.00
	FSB	9/30/2021			PO: 21-60269	\$2,758.00
	INV 1200382477*	9/30/2021	9/30/2021	N	NORTHSIDE WWTP	\$13,365.00
	FSB	9/30/2021			PO: 21-60349	\$13,365.00
99-000309	GULF COAST CHEVROLET					
	INV 'CVCS585193	9/30/2021	9/30/2021	N	P46 AND P7	\$51.33
	FSB	9/30/2021			PO: 21-60732	\$51.33
	INV 'CVCS586143	9/30/2021	9/30/2021	N	P46 AND P7	\$269.48
	FSB	9/30/2021			PO: 21-60732	\$269.48
	INV CVCS586522	9/30/2021	9/30/2021	N	P39	\$68.00
	FSB	9/30/2021			PO: 21-59904	\$68.00
	INV CVCS586527	9/30/2021	9/30/2021	N	P40	\$350.14
	FSB	9/30/2021			PO: 21-59893	\$350.14
	INV CVCS586634	9/30/2021	9/30/2021	N	OIL CHANGE PW 8	\$40.49
	FSB	9/30/2021			PO: 21-60014	\$40.49
99-000433	ASCO					
	INV :SWO176548-1	9/30/2021	9/30/2021	N	CONDENSOR ON BA	\$192.95
	FSB	9/30/2021			PO: 21-60420	\$192.95
	INV SQT08655	9/30/2021	9/30/2021	N	REPAIRS TO PW-3	\$4,455.10
	FSB	9/30/2021			PO: 21-59372	\$4,455.10
	INV SWO171000-1	9/30/2021	9/30/2021	N	REPAIRS TO GRAD	\$14,074.59

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BALANCE AS OF : SEPTEMBER 30, 2021						
VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
	FSB	9/30/2021			PO: 21-59531	\$14,074.59
	INV 0691994	9/30/2021	9/30/2021	N	UNIFORM SHIRTS	\$40.79
	FSB	9/30/2021			PO: 21-59902	\$40.79
	INV 0694901	9/30/2021	9/30/2021	N	UNIFORM SHIRTS	\$40.79
	FSB	9/30/2021			PO: 21-59902	\$40.79
	INV 0697792	9/30/2021	9/30/2021	N	UNIFORM SHIRTS	\$40.79
	FSB	9/30/2021			PO: 21-59902	\$40.79
	INV 0699249	9/29/2021	9/29/2021	N	UNIFORMS 09/28/	\$277.37
	FSB	9/29/2021			PO: 21-59910	\$277.37
	INV 0699250	9/30/2021	9/30/2021	N	UNIFORM SHIRTS	\$40.79
	FSB	9/30/2021			PO: 21-59902	\$40.79
99-000458	AT&T					
	INV '979 849-3514 406	9/30/2021	9/30/2021	N	PHONES PW	\$182.75
	FSB	9/30/2021			PO: 21-60136	\$182.75
99-000469	AUTOZONE					
	INV 1551713388	9/30/2021	9/30/2021	N	VEHICLE SUPPLI	\$92.68
	FSB	9/30/2021			PO: 21-60016	\$92.68
99-000497	ARTHUR MOORE					
	INV WM 001756	9/30/2021	9/30/2021	Y	SUPPLIES- REIMB	\$33.42
	FSB	9/30/2021			PO: 21-59968	\$33.42
99-000514	SPRINT WASTE SERVICES,	LP				
	INV 0000123007	9/30/2021	9/30/2021	N	SLUDGE WWTP	\$23,523.57
	FSB	9/30/2021			PO: 21-60341	\$23,523.57
99-000537	AT&T 019					
	INV 5155124606	9/29/2021	9/29/2021	N	MONTHLY INTERNE	\$1,694.74
	FSB	9/29/2021			PO: 21-59907	\$1,694.74
99-000578	AT&T					
	INV 059 286-7643 001*1	9/30/2021	9/30/2021	N	internet	\$44.63
	FSB	9/30/2021			PO: 21-59901	\$44.63
99-000590	BRAZORIA COUNTY TRUCK O					
	INV 13603	9/30/2021	9/30/2021	N	BED MAT, INSTAL	\$1,664.00
	FSB	9/30/2021			PO: 21-60454	\$1,664.00
	INV 13604	9/30/2021	9/30/2021	N	BED MAT, INSTAL	\$150.00
	FSB	9/30/2021			PO: 21-60454	\$150.00
99-000602	MASTERCARD					

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
SUMMARY						
BALANCE AS OF : SEPTEMBER 30, 2021						
VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
	CM CLASS CANCELLED*	9/30/2021	9/30/2021	N	CANCELLED CLASS	\$155.40
	FSB	9/30/2021			PO: 21-60150	\$155.40
	CM CREDIT MC*	9/30/2021	9/30/2021	N	CREDIT ON MC	\$99.00
	FSB	9/30/2021			PO: 21-60152	\$99.00
	INV 02807G	9/29/2021	9/29/2021	N	OFFICE SUPPLIES	\$108.21
	FSB	9/29/2021			PO: 21-59909	\$108.21
	INV 02998G5	9/30/2021	9/30/2021	N	PARTS	\$334.00
	FSB	9/30/2021			PO: 21-59932	\$334.00
	INV 1326574011*	9/30/2021	9/30/2021	N	MEDVET	\$173.87
	FSB	9/30/2021			PO: 21-60194	\$173.87
	INV 35255	9/30/2021	9/30/2021	N	PARTS	\$6.48
	FSB	9/30/2021			PO: 21-59932	\$6.48
	INV DEE BEST DONUTS*	9/30/2021	9/30/2021	N	DONUTS- TRAININ	\$11.06
	FSB	9/30/2021			PO: 21-60151	\$11.06
	INV MEAL @ TRAINING	9/30/2021	9/30/2021	N	TRAINING MISC	\$19.55
	FSB	9/30/2021			PO: 21-60337	\$19.55
	INV PW MC	9/30/2021	9/30/2021	N	TRAINING CLASS	\$2,495.00
	FSB	9/30/2021			PO: 21-60283	\$2,495.00
	INV TRAILER SPRAYER*	9/30/2021	9/30/2021	N	TOOL BOXES/SPRA	\$270.61
	FSB	9/30/2021			PO: 21-60009	\$270.61
	INV TSC 03027G*	9/30/2021	9/30/2021	N	TOOL BOXES/SPRA	\$749.97
	FSB	9/30/2021			PO: 21-60009	\$749.97
	INV wm 02717g	9/30/2021	9/30/2021	N	NNO SUPPLIES	\$56.58
	FSB	9/30/2021			PO: 21-60022	\$56.58
99-000621	UTMB AT GALVESTON					
	INV 1032745643	9/30/2021	9/30/2021	N	BLOOD DRAWS MAY	\$84.00
	FSB	9/30/2021			PO: 21-60174	\$84.00
	INV 1033235358	9/30/2021	9/30/2021	N	BLOOD DRAWS MAY	\$52.50
	FSB	9/30/2021			PO: 21-60174	\$52.50
	INV 1033724393	9/30/2021	9/30/2021	N	BLOOD DRAWS MAY	\$21.00
	FSB	9/30/2021			PO: 21-60174	\$21.00
	INV 1034200833	9/30/2021	9/30/2021	N	BLOOD DRAWS MAY	\$21.00
	FSB	9/30/2021			PO: 21-60174	\$21.00
	INV 1034768524	9/30/2021	9/30/2021	N	BLOOD DRAWS MAY	\$42.00
	FSB	9/30/2021			PO: 21-60174	\$42.00
99-000624	MALONE, DONALD J.					
	INV INSPECTION 9/4/21	9/30/2021	9/30/2021	Y	INSPECTIONS 9/4	\$240.00
	FSB	9/30/2021			PO: 21-60160	\$240.00

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
SUMMARY						
BALANCE AS OF : SEPTEMBER 30, 2021						
VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
99-000688	HTI CONSTRUCTION, INC.					
	INV 2105-03	9/30/2021	9/30/2021	N	CONCRETE BASE L	\$5,250.00
	FSB	9/30/2021			PO: 21-60049	\$5,250.00
99-000705	AT&T MOBILITY					
	INV 287293499991X*	9/30/2021	9/30/2021	N	8/20-9/19/21 BI	\$2,718.99
	FSB	9/30/2021			PO: 21-60048	\$2,718.99
99-000728	PSYCHOLOGY WORKS					
	INV EVALUATION-GRAY*	9/30/2021	9/30/2021	N	M GRAY	\$200.00
	FSB	9/30/2021			PO: 21-60046	\$200.00
99-000741	ROUSE, CLINTON					
	INV 67	9/30/2021	9/30/2021	Y	BEE'S'NESS	\$495.00
	FSB	9/30/2021			PO: 21-59952	\$495.00
99-000777	DIGIS CORPORATION					
	INV 5373	9/30/2021	9/30/2021	N	Camera	\$1,597.76
	FSB	9/30/2021			PO: 21-59924	\$1,597.76
99-000800	HERNANDEZ, SUSIE					
	INV 9/29/21	9/30/2021	9/30/2021	Y	CONTRACT LABOR	\$356.25
	FSB	9/30/2021			PO: 21-60069	\$356.25
99-000912	CROSSPOINT COMMUNICATIO	NS				
	INV 741000162-1	9/30/2021	9/30/2021	N	SERVICE CALL	\$435.00
	FSB	9/30/2021			PO: 21-60228	\$435.00
99-000919	STEELE FIRE APPARATUS,	LLC				
	INV 2264	9/30/2021	9/30/2021	N	Gear Replacemen	\$10,185.00
	FSB	9/30/2021			PO: 21-60716	\$10,185.00
99-000921	ENTERPRISE RENT A CAR					
	INV 28023233	9/30/2021	9/30/2021	N	08/08/21-09/09/	\$575.00
	FSB	9/30/2021			PO: 21-60044	\$575.00
	INV 28284579	9/30/2021	9/30/2021	N	NARC RENTAL SEP	\$575.00
	FSB	9/30/2021			PO: 21-60625	\$575.00
99-000946	GOODYEAR COMMERCIAL TIRE					
	INV 170-1065851	9/30/2021	9/30/2021	N	P4 TIRES	\$404.11
	FSB	9/30/2021			PO: 21-59964	\$404.11
99-000957	HOPE ANIMAL HOSPITAL					
	INV 4795	9/30/2021	9/30/2021	N	Sep-21	\$240.83

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
SUMMARY						
BALANCE AS OF : SEPTEMBER 30, 2021						
VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
	FSB	9/30/2021			PO: 21-60363	\$240.83
99-000982	SUNBELT CAR WASH SERVICES					
	INV 048626	9/30/2021	9/30/2021	N	CAR WASH SEPT 2	\$280.00
	FSB	9/30/2021			PO: 21-60107	\$280.00
99-000988	O'REILLY AUTO PARTS					
	INV 0405-384211	9/29/2021	9/29/2021	N	VEHICLE SUPPLIE	\$201.99
	FSB	9/29/2021			PO: 21-59912	\$201.99
	INV 0405-384213	9/29/2021	9/29/2021	N	VEHICLE SUPPLIE	\$15.04
	FSB	9/29/2021			PO: 21-59912	\$15.04
	INV 0405-384579	9/30/2021	9/30/2021	N	VEHICLE SUPPLIE	\$17.18
	FSB	9/30/2021			PO: 21-59933	\$17.18
99-000994	AMAZON CAPITAL SERVICES					
	CM 13QL-FL7F-XP4G"	9/30/2021	9/30/2021	N	CREDIT FOR TENT	\$34.99
	FSB	9/30/2021			PO: 21-60097	\$34.99
	CM 14JN-D1W7-YNXG	9/30/2021	9/30/2021	N	CREDIT FOR TENT	\$34.99
	FSB	9/30/2021			PO: 21-60097	\$34.99
	CM 1C9X-K9VQ-XWTG'	9/30/2021	9/30/2021	N	CREDIT FOR TENT	\$34.99
	FSB	9/30/2021			PO: 21-60097	\$34.99
	CM 1CF3-H4QH-XMV4"	9/30/2021	9/30/2021	N	CREDIT FOR TENT	\$34.99
	FSB	9/30/2021			PO: 21-60097	\$34.99
	CM 1TDJ-TQQT-31DX	9/30/2021	9/30/2021	N	CREDIT FOR TENT	\$34.99
	FSB	9/30/2021			PO: 21-60097	\$34.99
	CM 1YLH-C9XV-X3V3	9/30/2021	9/30/2021	N	CREDIT FOR TENT	\$34.99
	FSB	9/30/2021			PO: 21-60097	\$34.99
	INV 11N33GD4-GNWG	9/30/2021	9/30/2021	N	WEATHER STATION	\$429.99
	FSB	9/30/2021			PO: 21-59881	\$429.99
	INV 11WG-DFPH-FN3R	9/29/2021	9/29/2021	N	FLOOR MAT	\$70.56
	FSB	9/29/2021			PO: 21-59868	\$70.56
	INV 14JN-D1W7-K6T3	9/30/2021	9/30/2021	N	CID OFFICE SUPP	\$119.68
	FSB	9/30/2021			PO: 21-59948	\$119.68
	INV 16FT-HLCC-PWPP	9/30/2021	9/30/2021	N	OFFICE SUPPLIES	\$121.52
	FSB	9/30/2021			PO: 21-59951	\$121.52
	INV 176G-TYDY-JVTQ	9/30/2021	9/30/2021	N	RECORDS- DVD SL	\$56.90
	FSB	9/30/2021			PO: 21-59895	\$56.90
	INV 176G-TYDY-RPJY*	9/30/2021	9/30/2021	N	AMAZON	\$11.99
	FSB	9/30/2021			PO: 21-59887	\$11.99
	INV 191D-HDTK-MXRM	9/29/2021	9/29/2021	N	PENS	\$15.99

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
SUMMARY						
BALANCE AS OF : SEPTEMBER 30, 2021						
VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
	FSB	9/29/2021			PO: 21-59896	\$15.99
	INV 19TXRGJCYCG9	9/30/2021	9/30/2021	N	OFFICE SUPPLIES	\$176.44
	FSB	9/30/2021			PO: 21-59954	\$176.44
	INV 1F1L-64HN-6WTM	9/30/2021	9/30/2021	N	BADGE PRINTER R	\$249.36
	FSB	9/30/2021			PO: 21-59903	\$249.36
	INV 1F3T-QN3N-3R7V	9/30/2021	9/30/2021	N	CHAIRS	\$148.89
	FSB	9/30/2021			PO: 21-60012	\$148.89
	INV 1GHJ-D9H3-GPL6*	9/30/2021	9/30/2021	N	OFFICE SUPPLIES	\$24.99
	FSB	9/30/2021			PO: 21-59954	\$24.99
	INV 1R74-NMCP-JLPY*	9/30/2021	9/30/2021	N	Scene Lights	\$69.99
	FSB	9/30/2021			PO: 21-59899	\$69.99
	INV 1R74-NMCP-JLPY*-	9/30/2021	9/30/2021	N	LIGHT	\$91.98
	FSB	9/30/2021			PO: 21-59806	\$91.98
	INV 1Y3F-4DRG-4DW1	9/30/2021	9/30/2021	N	SUPPLIES	\$24.95
	FSB	9/30/2021			PO: 21-60076	\$24.95
	INV 1YFV-GYMG-Q6R6-	9/30/2021	9/30/2021	N	BLACKBOARD REPL	\$148.00
	FSB	9/30/2021			PO: 21-59880	\$148.00
	INV 1gxl-9fx7-1whq	9/30/2021	9/30/2021	N	Monitors	\$2,175.62
	FSB	9/30/2021			PO: 21-59879	\$2,175.62
	INV 1j4t-khhr-kmw6	9/30/2021	9/30/2021	N	OFFICE SUPPLIES	\$618.57
	FSB	9/30/2021			PO: 21-59953	\$618.57
99-001019	ADP INC					
	INV 588586023	9/30/2021	9/30/2021	N	FY21 Fees	\$482.15
	FSB	9/30/2021			PO: 20-53982	\$482.15
	INV 589009501	9/30/2021	9/30/2021	N	FY21 Fees	\$2.20
	FSB	9/30/2021			PO: 20-53982	\$2.20
	INV 589579689	9/30/2021	9/30/2021	N	FY21 Fees	\$363.00
	FSB	9/30/2021			PO: 20-53982	\$363.00
99-001041	TXU ENERGY					
	INV '54005830309	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$2,295.47
	FSB	9/30/2021			PO: 21-60548	\$2,295.47
	INV '54005830321	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$3.70
	FSB	9/30/2021			PO: 21-60548	\$3.70
	INV *54078007118	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$10.28
	FSB	9/30/2021			PO: 21-60537	\$10.28
	INV *54078007119	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$1,108.91
	FSB	9/30/2021			PO: 21-60537	\$1,108.91

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
SUMMARY						
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<u>VENDOR</u>	<u>NAME</u>	<u>INV DATE</u>	<u>POST DATE</u>	<u>1099</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
	INV *55802628228	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$443.69
	FSB	9/30/2021			PO: 21-60537	\$443.69
	INV *56425582436	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$12.50
	FSB	9/30/2021			PO: 21-60537	\$12.50
	INV 054902815837	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$544.20
	FSB	9/30/2021			PO: 21-60660	\$544.20
	INV 054902815838	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$41.29
	FSB	9/30/2021			PO: 21-60660	\$41.29
	INV 054902815839	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$118.49
	FSB	9/30/2021			PO: 21-60660	\$118.49
	INV 054902815840	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$74.53
	FSB	9/30/2021			PO: 21-60660	\$74.53
	INV 054902815841	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$326.46
	FSB	9/30/2021			PO: 21-60660	\$326.46
	INV 054902815842	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$709.24
	FSB	9/30/2021			PO: 21-60660	\$709.24
	INV 054902815843	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$113.77
	FSB	9/30/2021			PO: 21-60660	\$113.77
	INV 054902815844	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$62.89
	FSB	9/30/2021			PO: 21-60660	\$62.89
	INV 055002797019	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$1,169.41
	FSB	9/30/2021			PO: 21-60339	\$1,169.41
	INV 055602707004	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$4.59
	FSB	9/30/2021			PO: 21-60660	\$4.59
	INV 055777651338	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$75.40
	FSB	9/30/2021			PO: 21-60660	\$75.40
	INV 055777651339	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$46.08
	FSB	9/30/2021			PO: 21-60660	\$46.08
	INV 056302169372	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.54
	FSB	9/30/2021			PO: 21-60660	\$8.54
	INV 52003243876	9/29/2021	9/29/2021	N	MONTHLY ELECTRI	\$6,585.89
	FSB	9/29/2021			PO: 21-59923	\$6,585.89
	INV 52003243883	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$37.19
	FSB	9/30/2021			PO: 21-60548	\$37.19
	INV 52003249087	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$11.85
	FSB	9/30/2021			PO: 21-60236	\$11.85
	INV 54005824642	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.54
	FSB	9/30/2021			PO: 21-60367	\$8.54

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
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<u>VENDOR</u>	<u>NAME</u>	<u>INV DATE</u>	<u>POST DATE</u>	<u>1099</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
	INV 5400582643	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.54
	FSB	9/30/2021			PO: 21-60339	\$8.54
	INV 54005830292	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$15.29
	FSB	9/30/2021			PO: 21-60548	\$15.29
	INV 54005830293	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$767.99
	FSB	9/30/2021			PO: 21-60525	\$767.99
	INV 54005830294	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$138.70
	FSB	9/30/2021			PO: 21-60516	\$138.70
	INV 54005830295	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$22.95
	FSB	9/30/2021			PO: 21-60516	\$22.95
	INV 54005830296	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$28.02
	FSB	9/30/2021			PO: 21-60516	\$28.02
	INV 54005830297	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$112.86
	FSB	9/30/2021			PO: 21-60525	\$112.86
	INV 54005830298	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$146.42
	FSB	9/30/2021			PO: 21-60525	\$146.42
	INV 54005830300	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$46.23
	FSB	9/30/2021			PO: 21-60548	\$46.23
	INV 54005830301	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$9.86
	FSB	9/30/2021			PO: 21-60548	\$9.86
	INV 54005830302*	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$772.66
	FSB	9/30/2021			PO: 21-60516	\$772.66
	INV 54005830303	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$841.02
	FSB	9/30/2021			PO: 21-60548	\$841.02
	INV 54005830305	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$61.00
	FSB	9/30/2021			PO: 21-60525	\$61.00
	INV 54005830306	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$1,957.44
	FSB	9/30/2021			PO: 21-60548	\$1,957.44
	INV 54005830307	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$264.62
	FSB	9/30/2021			PO: 21-60525	\$264.62
	INV 54005830308	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$57.88
	FSB	9/30/2021			PO: 21-60525	\$57.88
	INV 54005830310	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$5,889.22
	FSB	9/30/2021			PO: 21-60548	\$5,889.22
	INV 54005830311	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$45.31
	FSB	9/30/2021			PO: 21-60548	\$45.31
	INV 54005830312	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$36.46
	FSB	9/30/2021			PO: 21-60525	\$36.46

ACCOUNTS PAYABLE						
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BALANCE AS OF : SEPTEMBER 30, 2021						
<u>VENDOR</u>	<u>NAME</u>	<u>INV DATE</u>	<u>POST DATE</u>	<u>1099</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
	INV 54005830313*	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$2,121.88
	FSB	9/30/2021			PO: 21-60516	\$2,121.88
	INV 54005830314*	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$920.73
	FSB	9/30/2021			PO: 21-60516	\$920.73
	INV 54005830315**	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$12.53
	FSB	9/30/2021			PO: 21-60516	\$12.53
	INV 54005830316	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$22.18
	FSB	9/30/2021			PO: 21-60516	\$22.18
	INV 54005830317	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$62.57
	FSB	9/30/2021			PO: 21-60516	\$62.57
	INV 54005830318	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$355.76
	FSB	9/30/2021			PO: 21-60516	\$355.76
	INV 54005830319	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$1.05
	FSB	9/30/2021			PO: 21-60548	\$1.05
	INV 54005830320	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$3.01
	FSB	9/30/2021			PO: 21-60548	\$3.01
	INV 54005830322	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$3.40
	FSB	9/30/2021			PO: 21-60548	\$3.40
	INV 54005830323	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$2.91
	FSB	9/30/2021			PO: 21-60548	\$2.91
	INV 54005830324	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$0.58
	FSB	9/30/2021			PO: 21-60548	\$0.58
	INV 54005830325	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$2,585.19
	FSB	9/30/2021			PO: 21-60516	\$2,585.19
	INV 54005830327	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$88.24
	FSB	9/30/2021			PO: 21-60548	\$88.24
	INV 54005830328	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$17.59
	FSB	9/30/2021			PO: 21-60548	\$17.59
	INV 54005830329	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$40.97
	FSB	9/30/2021			PO: 21-60548	\$40.97
	INV 54005830330	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$205.76
	FSB	9/30/2021			PO: 21-60548	\$205.76
	INV 54005830331	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$11.88
	FSB	9/30/2021			PO: 21-60548	\$11.88
	INV 54005831183	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.54
	FSB	9/30/2021			PO: 21-60548	\$8.54
	INV 54005831184	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$9.58
	FSB	9/30/2021			PO: 21-60548	\$9.58

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<u>VENDOR</u>	<u>NAME</u>	<u>INV DATE</u>	<u>POST DATE</u>	<u>1099</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
	INV 54005831185	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.64
	FSB	9/30/2021			PO: 21-60548	\$8.64
	INV 54005831186	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.76
	FSB	9/30/2021			PO: 21-60548	\$8.76
	INV 54005831187	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$587.66
	FSB	9/30/2021			PO: 21-60525	\$587.66
	INV 54005831188	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$360.47
	FSB	9/30/2021			PO: 21-60525	\$360.47
	INV 54005831190	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$14,553.60
	FSB	9/30/2021			PO: 21-60525	\$14,553.60
	INV 54005831191	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$9.35
	FSB	9/30/2021			PO: 21-60548	\$9.35
	INV 54005831192	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.54
	FSB	9/30/2021			PO: 21-60516	\$8.54
	INV 54005831193*	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.54
	FSB	9/30/2021			PO: 21-60516	\$8.54
	INV 54005831194	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.53
	FSB	9/30/2021			PO: 21-60516	\$8.53
	INV 54005831195	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.53
	FSB	9/30/2021			PO: 21-60516	\$8.53
	INV 54005831196	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.53
	FSB	9/30/2021			PO: 21-60516	\$8.53
	INV 54005836455*	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.54
	FSB	9/30/2021			PO: 21-60516	\$8.54
	INV 54005836456	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$5,878.91
	FSB	9/30/2021			PO: 21-60525	\$5,878.91
	INV 54028255683	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$1,428.68
	FSB	9/30/2021			PO: 21-60710	\$1,428.68
	INV 54078007117	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$122.52
	FSB	9/30/2021			PO: 21-60537	\$122.52
	INV 54102968353	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$544.13
	FSB	9/30/2021			PO: 21-60548	\$544.13
	INV 54102968354	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$282.15
	FSB	9/30/2021			PO: 21-60548	\$282.15
	INV 54252886089	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$4.59
	FSB	9/30/2021			PO: 21-59945	\$4.59
	INV 54302898028	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.54
	FSB	9/30/2021			PO: 21-60595	\$8.54

ACCOUNTS PAYABLE						
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<u>VENDOR</u>	<u>NAME</u>	<u>INV DATE</u>	<u>POST DATE</u>	<u>1099</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
	INV 54577842064	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.64
	FSB	9/30/2021			PO: 21-60339	\$8.64
	INV 54902798361-	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$72.85
	FSB	9/30/2021			PO: 21-60066	\$72.85
	INV 54902798362-	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$46.21
	FSB	9/30/2021			PO: 21-60066	\$46.21
	INV 54902803129	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$2,117.03
	FSB	9/30/2021			PO: 21-60339	\$2,117.03
	INV 54902803130	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$40.30
	FSB	9/30/2021			PO: 21-60339	\$40.30
	INV 54902803131-	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$651.74
	FSB	9/30/2021			PO: 21-60339	\$651.74
	INV 54902803132	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$1,321.58
	FSB	9/30/2021			PO: 21-60339	\$1,321.58
	INV 54902803133	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$532.44
	FSB	9/30/2021			PO: 21-60339	\$532.44
	INV 55002797016	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$70.12
	FSB	9/30/2021			PO: 21-60339	\$70.12
	INV 55002797017	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$80.84
	FSB	9/30/2021			PO: 21-60367	\$80.84
	INV 55002797018	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$16.27
	FSB	9/30/2021			PO: 21-60367	\$16.27
	INV 55002797020	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$17.23
	FSB	9/30/2021			PO: 21-60339	\$17.23
	INV 55002797021	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$13.84
	FSB	9/30/2021			PO: 21-60367	\$13.84
	INV 55002797022*	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$221.91
	FSB	9/30/2021			PO: 21-60367	\$221.91
	INV 55002797023	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$17.23
	FSB	9/30/2021			PO: 21-60339	\$17.23
	INV 55002797024-	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$61.11
	FSB	9/30/2021			PO: 21-60339	\$61.11
	INV 55002797025	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$388.52
	FSB	9/30/2021			PO: 21-60339	\$388.52
	INV 55002797026	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$9.97
	FSB	9/30/2021			PO: 21-60367	\$9.97
	INV 55002797027	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$179.48
	FSB	9/30/2021			PO: 21-60367	\$179.48

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OPEN ITEM REPORT						
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<u>VENDOR</u>	<u>NAME</u>	<u>INV DATE</u>	<u>POST DATE</u>	<u>1099</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
	INV 55002797028	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$26.21
	FSB	9/30/2021			PO: 21-60367	\$26.21
	INV 55002797029	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$65.20
	FSB	9/30/2021			PO: 21-60367	\$65.20
	INV 55002797030	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$7.75
	FSB	9/30/2021			PO: 21-60339	\$7.75
	INV 55002797031	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$127.94
	FSB	9/30/2021			PO: 21-60367	\$127.94
	INV 55002797032	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$945.92
	FSB	9/30/2021			PO: 21-60339	\$945.92
	INV 55002797033	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$186.56
	FSB	9/30/2021			PO: 21-60339	\$186.56
	INV 55002797034*	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.01
	FSB	9/30/2021			PO: 21-60339	\$8.01
	INV 55002797035*	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$664.64
	FSB	9/30/2021			PO: 21-60339	\$664.64
	INV 55002797036	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$19.45
	FSB	9/30/2021			PO: 21-60339	\$19.45
	INV 55002797037	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$2.81
	FSB	9/30/2021			PO: 21-60339	\$2.81
	INV 55002797038*	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$2.25
	FSB	9/30/2021			PO: 21-60339	\$2.25
	INV 55002797039	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$90.51
	FSB	9/30/2021			PO: 21-60367	\$90.51
	INV 55002797040	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$98.40
	FSB	9/30/2021			PO: 21-60367	\$98.40
	INV 55002797041	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$252.87
	FSB	9/30/2021			PO: 21-60367	\$252.87
	INV 55002797042	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$117.49
	FSB	9/30/2021			PO: 21-60367	\$117.49
	INV 55002797043*	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$99.13
	FSB	9/30/2021			PO: 21-60367	\$99.13
	INV 55002797044	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$28.74
	FSB	9/30/2021			PO: 21-60367	\$28.74
	INV 55102767988	9/29/2021	9/29/2021	N	MONTHLY ELECTRI	\$8.54
	FSB	9/29/2021			PO: 21-59923	\$8.54
	INV 55277763197	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.54
	FSB	9/30/2021			PO: 21-60116	\$8.54

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OPEN ITEM REPORT						
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<u>VENDOR</u>	<u>NAME</u>	<u>INV DATE</u>	<u>POST DATE</u>	<u>1099</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
	INV 55402729121	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$9.67
	FSB	9/30/2021			PO: 21-60339	\$9.67
	INV 55452714136	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$1,478.00
	FSB	9/30/2021			PO: 21-60116	\$1,478.00
	INV 55602698306	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.54
	FSB	9/30/2021			PO: 21-60367	\$8.54
	INV 55602700075	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$10.47
	FSB	9/30/2021			PO: 21-60548	\$10.47
	INV 55602703064	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$214.87
	FSB	9/30/2021			PO: 21-60525	\$214.87
	INV 55602703065	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$8.84
	FSB	9/30/2021			PO: 21-60516	\$8.84
	INV 55827609853	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$95.73
	FSB	9/30/2021			PO: 21-60339	\$95.73
	INV 55827609854	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$29.82
	FSB	9/30/2021			PO: 21-60339	\$29.82
	INV 55827609855	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$390.23
	FSB	9/30/2021			PO: 21-60339	\$390.23
	INV 55852593802	9/29/2021	9/29/2021	N	MONTHLY ELECTRI	\$9.85
	FSB	9/29/2021			PO: 21-59923	\$9.85
	INV 56002527910	9/29/2021	9/29/2021	N	MONTHLY ELECTRI	\$1,028.43
	FSB	9/29/2021			PO: 21-59923	\$1,028.43
	INV 56002528056	9/29/2021	9/29/2021	N	MONTHLY ELECTRI	\$12.52
	FSB	9/29/2021			PO: 21-59923	\$12.52
	INV 56002528057	9/29/2021	9/29/2021	N	MONTHLY ELECTRI	\$8.54
	FSB	9/29/2021			PO: 21-59923	\$8.54
	INV 56102456292	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$548.57
	FSB	9/30/2021			PO: 21-59945	\$548.57
	INV 56102456293	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$63.61
	FSB	9/30/2021			PO: 21-59945	\$63.61
	INV 56102456294	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$133.43
	FSB	9/30/2021			PO: 21-59945	\$133.43
	INV 56102456295	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$70.50
	FSB	9/30/2021			PO: 21-59945	\$70.50
	INV 56102456296	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$357.94
	FSB	9/30/2021			PO: 21-59945	\$357.94
	INV 56102456297	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$496.82
	FSB	9/30/2021			PO: 21-59945	\$496.82

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<u>VENDOR</u>	<u>NAME</u>	<u>INV DATE</u>	<u>POST DATE</u>	<u>1099</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
	INV 56102456298	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$65.61
	FSB	9/30/2021			PO: 21-59945	\$65.61
	INV 56102456299	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$182.27
	FSB	9/30/2021			PO: 21-59945	\$182.27
	INV 56202365940*	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$559.22
	FSB	9/30/2021			PO: 21-60516	\$559.22
	INV 56202365941	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$88.94
	FSB	9/30/2021			PO: 21-60525	\$88.94
	INV 56425582434	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$112.52
	FSB	9/30/2021			PO: 21-60537	\$112.52
	INV 56425582435	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$100.73
	FSB	9/30/2021			PO: 21-60537	\$100.73
	INV 56425582437	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$128.27
	FSB	9/30/2021			PO: 21-60537	\$128.27
	INV 56425582438	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$154.40
	FSB	9/30/2021			PO: 21-60537	\$154.40
	INV :54005830299	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$1,120.13
	FSB	9/30/2021			PO: 21-60525	\$1,120.13
	INV :54005830304:	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$93.29
	FSB	9/30/2021			PO: 21-60525	\$93.29
	INV :54005830326	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$19.76
	FSB	9/30/2021			PO: 21-60525	\$19.76
	INV :54005831189:	9/30/2021	9/30/2021	N	MONTHLY ELECTRI	\$25.10
	FSB	9/30/2021			PO: 21-60525	\$25.10
99-001043	PROFORMA					
	INV BT39001425A	9/30/2021	9/30/2021	N	ENVELOPES/BUS C	\$697.50
	FSB	9/30/2021			PO: 21-60640	\$697.50
	INV BT39001698A	9/30/2021	9/30/2021	N	SUNGLASSES	\$2,173.40
	FSB	9/30/2021			PO: 21-60103	\$2,173.40
99-001065	PRE-PAID LEGAL SERVICES	IN				
	INV 'GROUP 8209	9/30/2021	9/30/2021	N	MONTHLY LEGAL S	\$469.50
	FSB	9/30/2021			PO: 21-60320	\$469.50
	INV GROUP 8209#	9/30/2021	9/30/2021	N	MONTHLY LEGAL S	\$89.70
	FSB	9/30/2021			PO: 21-60320	\$89.70
99-001075	BAUTISTA, LUIS					
	INV 3RD QUARTER - LB	9/30/2021	9/30/2021	N	3rd QUARTER	\$320.00
	FSB	9/30/2021			PO: 21-55291	\$320.00

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VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
	INV 3rd QUARTER - LB	9/30/2021	9/30/2021	N	3rd QUARTER	\$55.00
	FSB	9/30/2021			PO: 21-55291	\$55.00
99-001076	BOREN, ERIN					
	INV 3RD QUARTER - EEB	9/30/2021	9/30/2021	N	3RD QUARTER	\$260.00
	FSB	9/30/2021			PO: 21-55292	\$260.00
99-001078	DENBOW, DARYL					
	INV 3RD QUARTER - DDD	9/30/2021	9/30/2021	N	3RD QUARTER	\$450.00
	FSB	9/30/2021			PO: 21-55294	\$450.00
99-001079	FELIX, SEAN					
	INV 3RD QUARTER - SPF	9/30/2021	9/30/2021	N	3RD QUARTER	\$325.00
	FSB	9/30/2021			PO: 21-55295	\$325.00
99-001080	FITZGERALD, CURTIS					
	INV 3RD QTR PPC - CF	9/30/2021	9/30/2021	N	3RD QTR PPC	\$475.00
	FSB	9/30/2021			PO: 21-60293	\$475.00
99-001081	GAMEZ, ANTHONY					
	INV 3RD QTR PPC - AG	9/30/2021	9/30/2021	N	3RD QTR PPC	\$280.00
	FSB	9/30/2021			PO: 21-60294	\$280.00
99-001082	GARCIA, JOSEPH					
	INV 3RD QTR PPC - JG	9/30/2021	9/30/2021	N	3RD QTR PPC	\$525.00
	FSB	9/30/2021			PO: 21-60296	\$525.00
99-001083	GARCIA, RICHARD					
	INV 3RD QTR PPC - RG	9/30/2021	9/30/2021	N	3RD QTR PPC	\$490.00
	FSB	9/30/2021			PO: 21-60297	\$490.00
99-001084	GINGRICH, KARL					
	INV 3RD QTR PPC - KG-	9/30/2021	9/30/2021	N	3RD QTR PPC	\$295.00
	FSB	9/30/2021			PO: 21-60298	\$295.00
99-001085	HERNANDEZ, RAFAEL					
	INV 3RD QUARTER - RH	9/30/2021	9/30/2021	N	3RD QTR	\$385.00
	FSB	9/30/2021			PO: 21-55300	\$385.00
99-001086	HOGAN, M SHAWN					
	INV 3RD QTR PPC - SMH*	9/30/2021	9/30/2021	N	3RD QTR PPC	\$555.00
	FSB	9/30/2021			PO: 21-60299	\$555.00
99-001087		1121				
	INV 3RD QTR PPC - FJ	9/30/2021	9/30/2021	N	3RD QT PPC	\$275.00
	FSB	9/30/2021			PO: 21-60300	\$275.00

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99-001088	MORTON, NEAL					
	INV 3RD QTR PPC - NM	9/30/2021	9/30/2021	N	3RD QTR PPC	\$360.00
	FSB	9/30/2021			PO: 21-55303	\$360.00
99-001089	MYERS, SCOTT					
	INV 3RD QTR PPC SM	9/30/2021	9/30/2021	N	3RD QTR PPC	\$475.00
	FSB	9/30/2021			PO: 21-60301	\$475.00
99-001090	NORRIS, ANTHONY					
	INV 3RD QUARTER - AN	9/30/2021	9/30/2021	N	3RD QTR	\$340.00
	FSB	9/30/2021			PO: 21-55305	\$340.00
99-001091	O'BRIEN, JOHN					
	INV 3RD QTR PPC - JO'B	9/30/2021	9/30/2021	N	3RD QTR PAY PER	\$435.00
	FSB	9/30/2021			PO: 21-55306	\$435.00
99-001093	PRUITT, JEREMY					
	INV 3RD QTR PPC - JP	9/30/2021	9/30/2021	N	3RD QTR PPC	\$345.00
	FSB	9/30/2021			PO: 21-55308	\$345.00
99-001094	SEMBERA, ADOLPH					
	INV 3RD QTR PPC - AGS	9/30/2021	9/30/2021	N	3RD QTR PPC	\$835.00
	FSB	9/30/2021			PO: 21-55309	\$835.00
99-001096	STULBERG, DAVID					
	INV 3RD QTR PPC - DRS	9/30/2021	9/30/2021	N	3RD QTR PAY PER	\$460.00
	FSB	9/30/2021			PO: 21-56911	\$460.00
99-001097	WILDE, JOSHUA					
	INV 3RD QTR PPC - JW'	9/30/2021	9/30/2021	N	3RD QTR PPC	\$140.00
	FSB	9/30/2021			PO: 21-55311	\$140.00
99-001108	BAY OIL COMPANY					
	INV 929444	9/30/2021	9/30/2021	N	FUEL 9.30.21	\$2,764.85
	FSB	9/30/2021			PO: 21-60028	\$2,764.85
99-001111	CHLOE CAMPBELL					
	INV SEPT CELL ALLOW	9/30/2021	9/30/2021	N	CELL ALLOWANCE	\$60.00
	FSB	9/30/2021			PO: 21-59961	\$60.00
99-001116	WEX BANK					
	INV 74215425	9/30/2021	9/30/2021	N	GASOLINE USEAGE	\$13,006.92
	FSB	9/30/2021			PO: 21-59927	\$13,006.92
99-001118	O'BRIEN, CALEB					

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	INV 3RD QT PPC - CO'B*	9/30/2021	9/30/2021	N	3RD QT PAY PER	\$535.00
	FSB	9/30/2021			PO: 21-56761	\$535.00
99-001121	MORALES, JOSE					
	INV 3RD QT PPC - JAM	9/30/2021	9/30/2021	N	3RD QTR PPC	\$360.00
	FSB	9/30/2021			PO: 21-56760	\$360.00
99-001124	MRB GROUP					
	INV 040904	9/30/2021	9/30/2021	N	ENGINEERING SER	\$4,562.50
	FSB	9/30/2021			PO: 21-60090	\$4,562.50
99-001130	AMBASSADOR SERVICES, LLC					
	INV 88867	9/30/2021	9/30/2021	N	JULY SERVICES	\$3,732.11
	FSB	9/30/2021			PO: 21-60225	\$3,732.11
99-001136	TIM DUCROZ					
	INV 4369	9/30/2021	9/30/2021	N	GREEN INSPECTIO	\$136.68
	FSB	9/30/2021			PO: 21-59936	\$136.68
99-001158	COMCAST BUSINESS					
	INV .130727468	9/30/2021	9/30/2021	N	COMCAST	\$1,240.53
	FSB	9/30/2021			PO: 21-60734	\$1,240.53
99-001183	MIKE BARNES GROUP INC					
	INV COMMUNITY ASSESME	9/30/2021	9/30/2021	N	COMMUNITY ASSES	\$18,669.54
	FSB	9/30/2021			PO: 21-60100	\$18,669.54
99-001188	SOOFA					
	INV 1877	9/30/2021	9/30/2021	N	SIGNAGE	\$18,000.00
	FSB	9/30/2021			PO: 21-60266	\$18,000.00
99-001191	BURCH, LANE D					
	INV 3RD QTR PPC - LB	9/30/2021	9/30/2021	N	3RD QTR PPC	\$275.00
	FSB	9/30/2021			PO: 21-60292	\$275.00
99-001202	ALL IN ONE EVENTS AND T	ENT				
	INV 21-116	9/30/2021	9/30/2021	N	STAGE FOR CONCE	\$3,762.00
	FSB	9/30/2021			PO: 21-60670	\$3,762.00
99-002560	AIRGAS USA, LLC					
	INV 9983135481	9/30/2021	9/30/2021	N	OXYGEN RENTAL	\$25.87
	FSB	9/30/2021			PO: 21-60237	\$25.87
	INV 9983135482	9/30/2021	9/30/2021	N	OXYGEN RENTAL F	\$101.00
	FSB	9/30/2021			PO: 21-60227	\$101.00

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<u>VENDOR</u>	<u>NAME</u>	<u>INV DATE</u>	<u>POST DATE</u>	<u>1099</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
	INV '78189	9/30/2021	10/30/2021	N	BRAZORIA COUNTY	\$10,225.60
	FSB	9/30/2021			PO: 21-59512	\$10,225.60
	INV '78293	9/30/2021	10/30/2021	N	BRAZORIA CO OVE	\$7,133.84
	FSB	9/30/2021			PO: 21-60589	\$7,133.84
	INV *78245	9/30/2021	10/30/2021	N	BRAZORIA COUNTY	\$16,656.64
	FSB	9/30/2021			PO: 21-59512	\$16,656.64
	INV .78199	9/30/2021	10/30/2021	N	BRAZORIA COUNTY	\$20,532.40
	FSB	9/30/2021			PO: 21-59512	\$20,532.40
	INV /78264	9/30/2021	10/30/2021	N	BRAZORIA COUNTY	\$11,148.48
	FSB	9/30/2021			PO: 21-59512	\$11,148.48
	INV 78181'	9/30/2021	10/30/2021	N	BRAZORIA COUNTY	\$781.20
	FSB	9/30/2021			PO: 21-59512	\$781.20
	INV 78204.	9/30/2021	10/30/2021	N	BRAZORIA COUNTY	\$19,489.68
	FSB	9/30/2021			PO: 21-59512	\$19,489.68
	INV 78254/	9/30/2021	10/30/2021	N	BRAZORIA COUNTY	\$22,236.48
	FSB	9/30/2021			PO: 21-59512	\$22,236.48
	INV 78285,	9/30/2021	10/30/2021	N	BRAZORIA COUNTY	\$23,897.44
	FSB	9/30/2021			PO: 21-59512	\$23,897.44
	INV 78305	9/30/2021	10/30/2021	N	BRAZORIA CO OVE	\$22,322.16
	FSB	9/30/2021			PO: 21-60589	\$22,322.16
	INV 78358	9/30/2021	10/30/2021	N	OVERLAYS	\$12,665.52
	FSB	9/30/2021			PO: 21-60829	\$12,665.52
99-008450	ANGLETON AREA MEDICAL					
	INV 921lm*	9/30/2021	10/30/2021	N	AAEMC YRLY MON	\$2,725.00
	FSB	9/30/2021			PO: 20-53928	\$2,725.00
	INV CLLECTED IN SEPT	9/30/2021	10/30/2021	N	MONEY COLLECTED	\$9,548.01
	FSB	9/30/2021			PO: 21-60086	\$9,548.01
	INV 458453	9/30/2021	10/30/2021	N	NETWORK LUNCH	\$25.00
	FSB	9/30/2021			PO: 21-60113	\$25.00
99-010010	CITY OF ANGLETON					
	INV SEPT PP 3*	9/30/2021	10/30/2021	N	WATER & SEWER	\$125.00
	FSB	9/30/2021			PO: 21-60082	\$125.00
	INV SEPT PP 3-	9/30/2021	10/30/2021	N	WATER & SEWER	\$325.00
	FSB	9/30/2021			PO: 21-60082	\$325.00
99-014000	ANGLETON FEED & SUPPLY CO					
	INV 270721	3/30/2021	4/29/2021	N	CHEMICAL SUPPLI	\$96.49
	FSB	3/30/2021			PO: 21-56659	\$96.49

ACCOUNTS PAYABLE						
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VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
99-017100	ANGLETON VOLUNTEER					
	INV SEPT COLLECTION	9/30/2021	10/30/2021	N	MONEY COLLECTED	\$3,569.14
	FSB	9/30/2021			PO: 21-60087	\$3,569.14
99-021000	BAKER & LAWSON INC					
	INV 20446	9/30/2021	10/2/2021	N	SURVEYING SERVI	\$10,800.00
	FSB	9/30/2021			PO: 21-59949	\$10,800.00
	INV 20458	9/30/2021	10/2/2021	N	SURVEYING SERVI	\$4,500.00
	FSB	9/30/2021			PO: 21-59949	\$4,500.00
99-022201	BAYSTAR PRINTING					
	INV 2003069A	9/30/2021	10/30/2021	N	TOURISM MAPS	\$4,513.00
	FSB	9/30/2021			PO: 21-60102	\$4,513.00
	INV 2003069B	9/30/2021	10/30/2021	N	TOURISM MAPS	\$2,845.00
	FSB	9/30/2021			PO: 21-60102	\$2,845.00
	INV 2003069C*	9/30/2021	10/30/2021	N	TOURISM MAPS	\$2,140.00
	FSB	9/30/2021			PO: 21-60102	\$2,140.00
	INV 2109029	9/30/2021	10/30/2021	N	TOURISM MAPS	\$455.00
	FSB	9/30/2021			PO: 21-60102	\$455.00
99-023600	BCOS OFFICE TECHNOLOGIES					
	INV AR254122	9/29/2021	9/29/2021	N	MONTHLY COPIER	\$426.63
	FSB	9/29/2021			PO: 21-59906	\$426.63
	INV AR280657	9/29/2021	9/29/2021	N	MONTHLY COPIER	\$32.00
	FSB	9/29/2021			PO: 21-59888	\$32.00
	INV AR281354	9/29/2021	9/29/2021	N	MONTHLY COPIER	\$87.72
	FSB	9/29/2021			PO: 21-59888	\$87.72
	INV AR283941	9/29/2021	9/29/2021	N	MONTHLY COPIER	\$183.92
	FSB	9/29/2021			PO: 21-59888	\$183.92
	INV AR284123	9/29/2021	9/29/2021	N	MONTHLY COPIER	\$32.00
	FSB	9/29/2021			PO: 21-59888	\$32.00
	INV AR284319	9/30/2021	9/30/2021	N	MONTHLY BILL AU	\$132.02
	FSB	9/30/2021			PO: 21-59878	\$132.02
	INV AR285425	9/30/2021	9/30/2021	N	SEPT - OCT 2021	\$115.75
	FSB	9/30/2021			PO: 21-60439	\$115.75
99-025025	BRAZORIA COUNTY HEALTH	WAT				
	INV SEPT LAB FEES	9/30/2021	10/30/2021	N	WATER LAB FEES	\$375.00
	FSB	9/30/2021			PO: 21-60125	\$375.00
	CM CR SHELTERLUV	9/30/2021	9/30/2021	N	CREDIT ON SHEL	\$8.00
	FSB	9/30/2021			PO: 21-60336	\$8.00

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	CM FLIGHT REFUND	9/30/2021	9/30/2021	N	Dir. Conference	\$186.98
	FSB	9/30/2021			PO: 21-59918	\$186.98
	INV .BEST BUY 02297G	9/30/2021	9/30/2021	N	CONFROOM EQUIP	\$999.99
	FSB	9/30/2021			PO: 21-59970	\$999.99
	INV 00000016	9/30/2021	9/30/2021	N	8 ADOPTIONS SEP	\$16.00
	FSB	9/30/2021			PO: 21-60024	\$16.00
	INV 09447g	9/29/2021	9/29/2021	N	FOOD FOR COUNCI	\$200.00
	FSB	9/29/2021			PO: 21-59914	\$200.00
	INV 103127523	9/30/2021	9/30/2021	N	ZOOM	\$160.00
	FSB	9/30/2021			PO: 21-59492	\$160.00
	INV 108351932	9/30/2021	9/30/2021	N	ZOOM SERVICES	\$160.00
	FSB	9/30/2021			PO: 21-60278	\$160.00
	INV 13824	9/30/2021	9/30/2021	N	TMCA FOR MPEREZ	\$310.00
	FSB	9/30/2021			PO: 21-59863	\$310.00
	INV 155-PO-11887062	9/30/2021	9/30/2021	N	PC PARTS	\$1,304.89
	FSB	9/30/2021			PO: 21-59944	\$1,304.89
	INV 155-PO-11887064	9/30/2021	9/30/2021	N	PC Parts	\$724.93
	FSB	9/30/2021			PO: 21-59926	\$724.93
	INV 155-po-11783055	9/30/2021	9/30/2021	N	PC PARTS	\$938.91
	FSB	9/30/2021			PO: 21-59942	\$938.91
	INV 155-wp-11783077	9/30/2021	9/30/2021	N	PC PARTS	\$279.98
	FSB	9/30/2021			PO: 21-59943	\$279.98
	INV 2108067-	9/30/2021	9/30/2021	N	VENUE	\$255.00
	FSB	9/30/2021			PO: 21-60098	\$255.00
	INV 304056860*	9/30/2021	9/30/2021	N	GOAL CORNER FLA	\$2,154.87
	FSB	9/30/2021			PO: 21-60056	\$2,154.87
	INV 429633	9/30/2021	9/30/2021	N	POSTAGE INK	\$283.22
	FSB	9/30/2021			PO: 21-59962	\$283.22
	INV 45742954	9/30/2021	9/30/2021	N	GRAMMARLY	\$139.95
	FSB	9/30/2021			PO: 21-60232	\$139.95
	INV 9034994	9/30/2021	9/30/2021	N	RACKSPACE	\$1,512.65
	FSB	9/30/2021			PO: 21-59491	\$1,512.65
	INV 9109918	9/30/2021	9/30/2021	N	EMAIL SERVICES	\$1,512.65
	FSB	9/30/2021			PO: 21-60279	\$1,512.65
	INV APPLE APP*	9/30/2021	9/30/2021	N	PURCHASES	\$2.99
	FSB	9/30/2021			PO: 21-60021	\$2.99
	INV BALLOONS	9/30/2021	9/30/2021	N	KING DOLLAR	\$15.16
	FSB	9/30/2021			PO: 21-60011	\$15.16

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	INV BEST BUY 02297G	9/30/2021	9/30/2021	N	CONFROOM EQUIP	\$1,500.00
	FSB	9/30/2021			PO: 21-59970	\$1,500.00
	INV CHRISTMAS VENUE*	9/30/2021	9/30/2021	N	VENUE	\$2,225.00
	FSB	9/30/2021			PO: 21-60098	\$2,225.00
	INV CHRISTMAS VENUE/	9/30/2021	9/30/2021	N	VENUE	\$77.88
	FSB	9/30/2021			PO: 21-60098	\$77.88
	INV CR CORRECTION*	9/30/2021	9/30/2021	N	TRAINING	\$58.00
	FSB	9/30/2021			PO: 21-60013	\$58.00
	INV DEPOSIT 00708G	9/30/2021	9/30/2021	N	Rock Deposit	\$2,806.35
	FSB	9/30/2021			PO: 21-60433	\$2,806.35
	INV DVD MEDIA	9/30/2021	9/30/2021	N	DVD MEDIA	\$110.04
	FSB	9/30/2021			PO: 21-59510	\$110.04
	INV ECO DEV BC	9/30/2021	9/30/2021	N	PURCHASES	\$50.00
	FSB	9/30/2021			PO: 21-60021	\$50.00
	INV FAX SERVICES	9/30/2021	9/30/2021	N	FAX SERVICES	\$299.75
	FSB	9/30/2021			PO: 21-59494	\$299.75
	INV FLIGHT TO NASHVILL	9/30/2021	9/30/2021	N	Dir. Conference	\$197.40
	FSB	9/30/2021			PO: 21-59918	\$197.40
	INV GFOA DUES*	9/30/2021	9/30/2021	N	GFOA DUES-TW	\$150.00
	FSB	9/30/2021			PO: 21-60383	\$150.00
	INV GMIS CONF	9/30/2021	9/30/2021	N	GMIS CONF	\$805.52
	FSB	9/30/2021			PO: 21-60230	\$805.52
	INV GMIS CONF - Deposi	9/30/2021	9/30/2021	N	GMIS CONF	\$201.38
	FSB	9/30/2021			PO: 21-60230	\$201.38
	INV HOTEL-CONF	9/30/2021	9/30/2021	N	Dir. Conference	\$272.58
	FSB	9/30/2021			PO: 21-59918	\$272.58
	INV LOWES 05645G	9/30/2021	9/30/2021	N	LOWES	\$170.88
	FSB	9/30/2021			PO: 21-59941	\$170.88
	INV NRPA-OMNI	9/30/2021	9/30/2021	N	CONFERENCE TRAV	\$537.66
	FSB	9/30/2021			PO: 21-59402	\$537.66
	INV P4 RIM	9/30/2021	9/30/2021	N	P4 RIM	\$216.84
	FSB	9/30/2021			PO: 21-59966	\$216.84
	INV PAINTED PAWS	9/30/2021	9/30/2021	N	PAWS PAINTED	\$37.00
	FSB	9/30/2021			PO: 21-60070	\$37.00
	INV PLAT RECORDING	9/29/2021	9/29/2021	N	PLAT RECORDING	\$36.00
	FSB	9/29/2021			PO: 21-59873	\$36.00
	INV PLOTTER/SCANNER	9/30/2021	9/30/2021	N	GIS PLOTTER/SCA	\$7,082.81
	FSB	9/30/2021			PO: 21-59447	\$7,082.81

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VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
	INV PROFORMA 02680G	9/30/2021	9/30/2021	N	Business Cards	\$95.00
	FSB	9/30/2021			PO: 21-59920	\$95.00
	INV TSC 04273G	9/30/2021	9/30/2021	N	MOWER DECK	\$69.98
	FSB	9/30/2021			PO: 21-60131	\$69.98
	INV UPS SHIPPING	9/30/2021	9/30/2021	N	UPS	\$142.14
	FSB	9/30/2021			PO: 21-59486	\$142.14
	INV USPS 08974G	9/30/2021	9/30/2021	N	Postage	\$14.75
	FSB	9/30/2021			PO: 21-59950	\$14.75
	INV USPS07820G*	9/30/2021	9/30/2021	N	Shipping and Ha	\$27.00
	FSB	9/30/2021			PO: 21-59900	\$27.00
	INV WIFI BASE STATION	9/30/2021	9/30/2021	N	ACCESS POINT	\$1,537.26
	FSB	9/30/2021			PO: 21-59969	\$1,537.26
	INV WM 01100G*	9/30/2021	9/30/2021	N	TV	\$447.76
	FSB	9/30/2021			PO: 21-59965	\$447.76
	INV WM 02372G	9/30/2021	9/30/2021	N	WALMART	\$27.88
	FSB	9/30/2021			PO: 21-59959	\$27.88
	INV WM 07401G9*	9/30/2021	9/30/2021	N	WALMART	\$29.48
	FSB	9/30/2021			PO: 21-59959	\$29.48
	INV WM 09529G	9/30/2021	9/30/2021	N	Speakers	\$19.88
	FSB	9/30/2021			PO: 21-59925	\$19.88
	INV YOUTUBE*	9/30/2021	9/30/2021	N	GTV SERVICE	\$58.70
	FSB	9/30/2021			PO: 21-60280	\$58.70
	INV council ipads	9/30/2021	9/30/2021	N	IPADS	\$1,728.96
	FSB	9/30/2021			PO: 21-59939	\$1,728.96
	INV gfoa 3024544	9/29/2021	9/29/2021	N	STREAMING EVENT	\$135.00
	FSB	9/29/2021			PO: 21-59876	\$135.00
	INV invpre11293630	9/30/2021	9/30/2021	N	PSWD MANAGER	\$240.00
	FSB	9/30/2021			PO: 21-59495	\$240.00
	INV o110126279066	9/29/2021	9/29/2021	N	WATER	\$221.64
	FSB	9/29/2021			PO: 21-59872	\$221.64
	INV office depot 00679	9/30/2021	9/30/2021	N	CABLES	\$122.45
	FSB	9/30/2021			PO: 21-59501	\$122.45
	INV wm 07162g	9/30/2021	9/30/2021	N	PAINT SUPPLIES	\$7.94
	FSB	9/30/2021			PO: 21-59940	\$7.94
99-030020	RANDLE LAW OFFICE LTD.,	LL				
	INV 02520	9/30/2021	9/30/2021	N	PROFESSIONL SER	\$526.50
	FSB	9/30/2021			PO: 21-60253	\$526.50

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
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<u>VENDOR</u>	<u>NAME</u>	<u>INV DATE</u>	<u>POST DATE</u>	<u>1099</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
	INV 02521	9/30/2021	9/30/2021	N	PROFESSIONL SER	\$290.50
	FSB	9/30/2021			PO: 21-60253	\$290.50
	INV 02522*	9/30/2021	9/30/2021	N	PROFESSIONL SER	\$2,262.00
	FSB	9/30/2021			PO: 21-60253	\$2,262.00
	INV 02523	9/30/2021	9/30/2021	N	PROFESSIONL SER	\$2,055.75
	FSB	9/30/2021			PO: 21-60253	\$2,055.75
	INV 02524	9/30/2021	9/30/2021	N	PROFESSIONL SER	\$1,345.50
	FSB	9/30/2021			PO: 21-60253	\$1,345.50
	INV 02525	9/30/2021	9/30/2021	N	PROFESSIONL SER	\$1,089.00
	FSB	9/30/2021			PO: 21-60253	\$1,089.00
	INV 02526	9/30/2021	9/30/2021	N	PROFESSIONL SER	\$721.50
	FSB	9/30/2021			PO: 21-60253	\$721.50
	INV 02527*	9/30/2021	9/30/2021	N	PROFESSIONL SER	\$945.00
	FSB	9/30/2021			PO: 21-60253	\$945.00
	INV 02528	9/30/2021	9/30/2021	N	PROFESSIONL SER	\$58.50
	FSB	9/30/2021			PO: 21-60253	\$58.50
	INV 02567	9/30/2021	9/30/2021	N	PROFESSIONL SER	\$18,368.76
	FSB	9/30/2021			PO: 21-60253	\$18,368.76
	INV 02568*	9/30/2021	9/30/2021	N	PROFESSIONL SER	\$7,219.07
	FSB	9/30/2021			PO: 21-60253	\$7,219.07
99-031355	BRAZOS TRACTOR & EQUIP.					
	INV 12959	9/30/2021	10/30/2021	N	SMALL EQUIPMENT	\$422.99
	FSB	9/30/2021			PO: 21-59938	\$422.99
	INV 417962	9/30/2021	10/30/2021	N	CLUTCH	\$397.57
	FSB	9/30/2021			PO: 21-60231	\$397.57
	INV 418013	9/30/2021	10/30/2021	N	SMALL EQUIPMENT	\$859.10
	FSB	9/30/2021			PO: 21-59938	\$859.10
99-032500	BRAZOSPORT WATER AUTHOR					
	INV 01-0488	9/30/2021	10/2/2021	N	WATER PURCHASE	\$177,120.00
	FSB	9/30/2021			PO: 21-60238	\$177,120.00
99-037656	CDW GOVERNMENT, INC.					
	INV K691574	9/30/2021	9/30/2021	N	DUO Licenses	\$2,160.00
	FSB	9/30/2021			PO: 21-59363	\$2,160.00
	INV ic5vp43	9/30/2021	9/30/2021	N	BOARDS IPADS	\$7,332.00
	FSB	9/30/2021			PO: 21-59466	\$7,332.00
99-038800	THE BULLETIN					
	INV 13989*	9/30/2021	9/30/2021	N	MARKET DAYS AD	\$725.00

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
SUMMARY						
BALANCE AS OF : SEPTEMBER 30, 2021						
VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
	FSB	9/30/2021			PO: 21-60099	\$725.00
99-041510	COASTAL PUMP SERVICES I	NC				
	INV 13576a	9/30/2021	10/30/2021	N	WWTP PUMP 1	\$44,099.00
	FSB	9/30/2021			PO: 21-60282	\$44,099.00
99-043920	COP STOP, INC.:					
	INV 14712	9/30/2021	9/30/2021	N	SHIRTS	\$3,239.00
	FSB	9/30/2021			PO: 21-60430	\$3,239.00
	INV 14712*	9/30/2021	9/30/2021	N	SHIRTS	\$3,239.00
	FSB	9/30/2021			PO: 21-60038	\$3,239.00
99-047577	DELL MARKETING L.P.					
	INV 105060603	9/30/2021	10/30/2021	N	SCADA SERVER	\$4,382.74
	FSB	9/30/2021			PO: 21-57699	\$4,382.74
99-047642	DIVER OVERHEAD DOORS					
	INV 031947	9/30/2021	10/30/2021	N	DOORS FOR WWTP	\$7,220.00
	FSB	9/30/2021			PO: 21-59990	\$7,220.00
99-048500	DXI INDUSTRIES					
	INV 055017835-21*	9/30/2021	10/30/2021	N	CHEMICAL SUPPLI	\$3,347.00
	FSB	9/30/2021			PO: 21-60015	\$3,347.00
	INV DE05008168-21*	9/30/2021	10/30/2021	N	CHEMICAL SUPPLI	\$50.00
	FSB	9/30/2021			PO: 21-60409	\$50.00
	INV DE05008203-21	9/30/2021	10/30/2021	N	CHEMICAL SUPPLI	\$300.00
	FSB	9/30/2021			PO: 21-60409	\$300.00
	INV de05008204-21	9/30/2021	10/30/2021	N	CHEMICAL SUPPLI	\$70.00
	FSB	9/30/2021			PO: 21-60409	\$70.00
99-049500	CENTERPOINT ENERGY					
	INV '4814814-2	9/30/2021	10/10/2021	N	MONTHLY SERVICE	\$23.69
	FSB	9/30/2021			PO: 21-60302	\$23.69
	INV ,4842470-9	9/30/2021	10/10/2021	N	GAS BILL 9/13-1	\$106.60
	FSB	9/30/2021			PO: 21-60473	\$106.60
99-050486	EQUIPMENT DEPOT LTD					
	INV 52325809	9/30/2021	9/30/2021	N	BLADES FOR MOWE	\$180.95
	FSB	9/30/2021			PO: 21-59930	\$180.95
99-052500	FACTS					
	INV *-15239-0921:	9/30/2021	10/30/2021	N	NOTICES IN NEWS	\$1,707.55
	FSB	9/30/2021			PO: 21-60068	\$1,707.55

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
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<u>VENDOR</u>	<u>NAME</u>	<u>INV DATE</u>	<u>POST DATE</u>	<u>1099</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
	INV 15239-0921	9/30/2021	10/30/2021	N	ADS IN FACTS	\$629.20
	FSB	9/30/2021			PO: 21-60032	\$629.20
	INV 15239-0921::	9/30/2021	10/30/2021	N	ADS IN NEWSPAPE	\$1,375.95
	FSB	9/30/2021			PO: 21-60305	\$1,375.95
	INV :15239-0821	9/29/2021	10/29/2021	N	ADA ADS	\$589.60
	FSB	9/29/2021			PO: 21-59921	\$589.60
	CM 857846	9/30/2021	10/30/2021	N	BATTERY	\$36.00
	FSB	9/30/2021			PO: 21-60351	\$36.00
	INV 855295	9/30/2021	10/30/2021	N	VEHICLE SUPPLIE	\$3.78
	FSB	9/30/2021			PO: 21-60083	\$3.78
	INV 857654*	9/30/2021	10/30/2021	N	BATTERY	\$343.56
	FSB	9/30/2021			PO: 21-60351	\$343.56
	INV 859989*	9/30/2021	10/30/2021	N	WHEEL CLEANER/G	\$26.59
	FSB	9/30/2021			PO: 21-60036	\$26.59
	INV 860218	9/29/2021	10/29/2021	N	VEHICLE SUPPLIE	\$33.90
	FSB	9/29/2021			PO: 21-59911	\$33.90
	INV 860221	9/29/2021	10/29/2021	N	VEHICLE SUPPLIE	\$33.90
	FSB	9/29/2021			PO: 21-59911	\$33.90
	INV 860352	9/30/2021	10/30/2021	N	PARTS FOR VAC T	\$225.91
	FSB	9/30/2021			PO: 21-59916	\$225.91
	INV 860378	9/30/2021	10/30/2021	N	PARTS FOR VAC T	\$7.28
	FSB	9/30/2021			PO: 21-59916	\$7.28
	INV 860406	9/30/2021	10/30/2021	N	PARTS FOR VAC T	\$149.28
	FSB	9/30/2021			PO: 21-59916	\$149.28
	INV 860553	9/30/2021	10/30/2021	N	VEHICLE SUPPLI	\$65.39
	FSB	9/30/2021			PO: 21-60000	\$65.39
	INV 860602	9/30/2021	10/30/2021	N	GENERAL SUPPLIE	\$97.84
	FSB	9/30/2021			PO: 21-59982	\$97.84
99-061558	GLENN HILL PLUMBING					
	INV Plumber for PD	9/30/2021	9/30/2021	N	Plumber for PD	\$195.00
	FSB	9/30/2021			PO: 21-59955	\$195.00
99-065000	VERIZON WIRELESS					
	INV #9887854497	9/30/2021	10/30/2021	N	VERIZON BILL	\$25.25
	FSB	9/30/2021			PO: 21-60546	\$25.25
	INV '9887854497	9/30/2021	10/30/2021	N	VERIZON BILL	\$75.98
	FSB	9/30/2021			PO: 21-60546	\$75.98
	INV '9887854497'	9/30/2021	10/30/2021	N	VERIZON BILL	\$420.17
	FSB	9/30/2021			PO: 21-60546	\$420.17

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
SUMMARY						
BALANCE AS OF : SEPTEMBER 30, 2021						
<u>VENDOR</u>	<u>NAME</u>	<u>INV DATE</u>	<u>POST DATE</u>	<u>1099</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
	INV *9887854497	9/30/2021	10/30/2021	N	VERIZON BILL	\$244.68
	FSB	9/30/2021			PO: 21-60546	\$244.68
	INV -9887854497	9/30/2021	10/30/2021	N	VERIZON BILL	\$16.43
	FSB	9/30/2021			PO: 21-60546	\$16.43
	INV .9887854497	9/30/2021	10/30/2021	N	VERIZON BILL	\$54.29
	FSB	9/30/2021			PO: 21-60546	\$54.29
	INV 9887854497	9/30/2021	10/30/2021	N	VERIZON BILL	\$50.37
	FSB	9/30/2021			PO: 21-60546	\$50.37
	INV 9887854497,	9/30/2021	10/30/2021	N	VERIZON BILL	\$235.11
	FSB	9/30/2021			PO: 21-60546	\$235.11
	INV 9887854497.	9/30/2021	10/30/2021	N	VERIZON BILL	\$48.83
	FSB	9/30/2021			PO: 21-60546	\$48.83
	INV 9887854497:	9/30/2021	10/30/2021	N	VERIZON BILL	\$65.26
	FSB	9/30/2021			PO: 21-60546	\$65.26
	INV 9889673407	9/30/2021	10/30/2021	N	SCADA PHONE BIL	\$866.86
	FSB	9/30/2021			PO: 21-60260	\$866.86
	INV :9887854497	9/30/2021	10/30/2021	N	VERIZON BILL	\$128.90
	FSB	9/30/2021			PO: 21-60546	\$128.90
99-066300	GULF COAST PAPER CO INC					
	INV 2111888	9/30/2021	10/30/2021	N	SUPPLIES	\$162.96
	FSB	9/30/2021			PO: 21-59898	\$162.96
	INV 2114320	9/30/2021	10/30/2021	N	SWEETENERS FOR	\$17.92
	FSB	9/30/2021			PO: 21-60025	\$17.92
99-068000	HACH COMPANY					
	INV 12657463	9/30/2021	10/30/2021	N	LAB EQUIPMENT W	\$8,327.00
	FSB	9/30/2021			PO: 21-60047	\$8,327.00
99-070455	HEIL OF TEXAS					
	INV 60233	9/29/2021	9/29/2021	N	PARTS FOR VAC T	\$1,353.47
	FSB	9/29/2021			PO: 21-59805	\$1,353.47
	INV 60263	9/30/2021	9/30/2021	N	FREIGHT CHARGES	\$211.80
	FSB	9/30/2021			PO: 21-59928	\$211.80
99-076509	ICMA-RC					
	INV 3rd PP FOR SEPT	9/30/2021	9/30/2021	N	ICMA	\$450.00
	FSB	9/30/2021			PO: 21-60078	\$450.00
	INV SEPT 3RD PP	9/30/2021	9/30/2021	N	ICMA	\$100.00
	FSB	9/30/2021			PO: 21-60078	\$100.00

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
SUMMARY						
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VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
	INV SEPT 3RD PP*	9/30/2021	9/30/2021	N	ICMA	\$1,020.00
	FSB	9/30/2021			PO: 21-60078	\$1,020.00
99-077400	TYLER TECHNOLOGIES, INC					
	INV 025-351800	9/30/2021	10/30/2021	N	MAIN	\$1,482.50
	FSB	9/30/2021			PO: 21-60275	\$1,482.50
99-077700	INSTRUMENTATION, INC.					
	INV 222467	9/30/2021	9/30/2021	N	ELECTRICAL NEEDS	\$450.00
	FSB	9/30/2021			PO: 21-60214	\$450.00
	INV 222524	9/30/2021	9/30/2021	N	ELECTRICAL NEEDS	\$600.00
	FSB	9/30/2021			PO: 21-60214	\$600.00
	INV 222525*	9/30/2021	9/30/2021	N	ELECTRICAL NEEDS	\$796.00
	FSB	9/30/2021			PO: 21-60214	\$796.00
99-080075	JACO ROOFING & CONSTRUCTION	TIO				
	INV 21-0258	9/30/2021	10/30/2021	N	ROOF FOR MUNICIPAL	\$29,800.00
	FSB	9/30/2021			PO: 21-60360	\$29,800.00
99-082800	KILLUM PEST CONTROL					
	INV 376833	9/30/2021	10/30/2021	N	MONTHLY PEST CONTROL	\$41.93
	FSB	9/30/2021			PO: 21-60307	\$41.93
99-084900	LAKE HARDWARE & LUMBER					
	CM 85903	9/30/2021	10/30/2021	N	GENERAL SUPPLIES	\$11.10
	FSB	9/30/2021			PO: 21-60017	\$11.10
	INV 5894	9/30/2021	10/30/2021	N	GENERAL SUPPLIES	\$25.27
	FSB	9/30/2021			PO: 21-59934	\$25.27
	INV 84714	9/30/2021	10/30/2021	N	GENERAL SUPPLIES	\$37.04
	FSB	9/30/2021			PO: 21-60017	\$37.04
	INV 84767	9/30/2021	10/30/2021	N	GENERAL SUPPLIES	\$45.17
	FSB	9/30/2021			PO: 21-60142	\$45.17
	INV 84945	9/30/2021	10/30/2021	N	GENERAL SUPPLIES	\$1.96
	FSB	9/30/2021			PO: 21-60142	\$1.96
	INV 85174	9/30/2021	10/30/2021	N	GENERAL SUPPLIES	\$15.29
	FSB	9/30/2021			PO: 21-60142	\$15.29
	INV 85508*	9/30/2021	10/30/2021	N	GENERAL SUPPLIES	\$53.62
	FSB	9/30/2021			PO: 21-60142	\$53.62
	INV 85527*	9/30/2021	10/30/2021	N	GENERAL SUPPLIES	\$38.77
	FSB	9/30/2021			PO: 21-60039	\$38.77
	INV 85779	9/29/2021	10/29/2021	N	BUILDING SUPPLIES	\$72.37
	FSB	9/29/2021			PO: 21-59913	\$72.37

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
SUMMARY						
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VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
	INV 85790	9/30/2021	10/30/2021	N	SUPPLIES	\$30.69
	FSB	9/30/2021			PO: 21-60040	\$30.69
	INV 85791	9/29/2021	10/29/2021	N	BUILDING SUPPLI	\$115.14
	FSB	9/29/2021			PO: 21-59913	\$115.14
	INV 85801	9/29/2021	10/29/2021	N	BUILDING SUPPLI	\$112.79
	FSB	9/29/2021			PO: 21-59913	\$112.79
	INV 85804	9/29/2021	10/29/2021	N	BUILDING SUPPLI	\$36.98
	FSB	9/29/2021			PO: 21-59913	\$36.98
	INV 85805	9/29/2021	10/29/2021	N	BUILDING SUPPLI	\$6.55
	FSB	9/29/2021			PO: 21-59913	\$6.55
	INV 85821	9/30/2021	10/30/2021	N	GENERAL SUPPLIE	\$113.31
	FSB	9/30/2021			PO: 21-59934	\$113.31
	INV 85823	9/30/2021	10/30/2021	N	GENERAL SUPPLIE	\$16.49
	FSB	9/30/2021			PO: 21-59934	\$16.49
	INV 85837	9/30/2021	10/30/2021	N	GENERAL SUPPLIE	\$80.48
	FSB	9/30/2021			PO: 21-59934	\$80.48
	INV 85862	9/30/2021	10/30/2021	N	GENERAL SUPPLIE	\$56.82
	FSB	9/30/2021			PO: 21-59934	\$56.82
	INV 85904	9/30/2021	10/30/2021	N	GENERAL SUPPLIE	\$24.39
	FSB	9/30/2021			PO: 21-60017	\$24.39
	INV 85919	9/30/2021	10/30/2021	N	GENERAL SUPPLIE	\$34.98
	FSB	9/30/2021			PO: 21-60017	\$34.98
99-089553	SIDDONS-MARTIN EMERGENCY					
	INV 19405919A*	9/30/2021	9/30/2021	N	FREIGHT CHARGES	\$60.00
	FSB	9/30/2021			PO: 21-60233	\$60.00
99-091608	METRO FIRE					
	INV 173046-1	9/30/2021	9/30/2021	N	Fire Equipment	\$28,415.00
	FSB	9/30/2021			PO: 21-58024	\$28,415.00
	INV 173046-1*	9/30/2021	9/30/2021	N	Fire Equipment	\$409.00
	FSB	9/30/2021			PO: 21-58024	\$409.00
	INV 175886-4*	9/30/2021	9/30/2021	N	Hose Roller	\$925.00
	FSB	9/30/2021			PO: 21-60434	\$925.00
99-092100	MID-AMERICAN RESEARCH					
	INV 743306-IN	9/30/2021	10/30/2021	N	CHEMICAL SUPPLI	\$589.93
	FSB	9/30/2021			PO: 21-59701	\$589.93
99-096445	MOORE SUPPLY, CO.					

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OPEN ITEM REPORT						
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VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
	INV S162867278.001	9/30/2021	9/30/2021	N	MOORE SUPPLY	\$257.43
	FSB	9/30/2021			PO: 21-60254	\$257.43
99-096610	WEX BANK					
	INV 74581206	9/30/2021	9/30/2021	N	GASOLINE	\$12.89
	FSB	9/30/2021			PO: 21-60077	\$12.89
99-098550	MOTOROLA SOLUTIONS					
	INV 8281197998	9/30/2021	10/30/2021	N	Radio equipment	\$345.40
	FSB	9/30/2021			PO: 21-58172	\$345.40
	INV 8281198215	9/30/2021	10/30/2021	N	Radio Programmi	\$83.00
	FSB	9/30/2021			PO: 21-58173	\$83.00
	INV 8281256621*	9/30/2021	10/30/2021	N	handheld batter	\$1,892.80
	FSB	9/30/2021			PO: 21-59894	\$1,892.80
99-1	MISCELLANEOUS VENDOR					
	INV *100	9/30/2021	10/30/2021	Y	HARLEY RUSCHER:	\$2,000.00
	FSB	9/30/2021			PO: 21-60081	\$2,000.00
	INV -100	9/30/2021	10/30/2021	Y	HARLEY RUSCHER:	\$1,523.50
	FSB	9/30/2021			PO: 21-60081	\$1,523.50
	INV 26172700	9/30/2021	10/30/2021	Y	Blackmon Moorin	\$2,446.59
	FSB	9/30/2021			PO: 21-59867	\$2,446.59
	INV 3011	9/30/2021	10/30/2021	Y	LONE STAR REC O	\$1,403.00
	FSB	9/30/2021			PO: 21-59956	\$1,403.00
	INV 41144	9/29/2021	10/29/2021	Y	STRIPES & STOPS	\$3,881.40
	FSB	9/29/2021			PO: 21-59908	\$3,881.40
	INV 41145	9/29/2021	10/29/2021	Y	STRIPES & STOPS	\$2,858.10
	FSB	9/29/2021			PO: 21-59908	\$2,858.10
	INV 74636	9/30/2021	10/30/2021	Y	ROTO-ROOTER:ROT	\$248.99
	FSB	9/30/2021			PO: 21-60259	\$248.99
	INV 8218*	9/30/2021	10/30/2021	Y	GULF COAST BOIL	\$1,016.83
	FSB	9/30/2021			PO: 21-59826	\$1,016.83
	INV AUG & SEPT CELL*	9/30/2021	10/30/2021	Y	PATTY SWORDS:CE	\$120.00
	FSB	9/30/2021			PO: 21-60010	\$120.00
	INV COA93021	9/30/2021	10/30/2021	Y	WOLF BARN & SUP	\$2,877.00
	FSB	9/30/2021			PO: 21-60018	\$2,877.00
	INV COA93021A	9/30/2021	10/30/2021	Y	WOLF BARN & SUP	\$13,000.00
	FSB	9/30/2021			PO: 21-60019	\$13,000.00
	INV CS21036201	9/30/2021	10/30/2021	Y	CLASSIC SPORTS:	\$6,500.00
	FSB	9/30/2021			PO: 21-59917	\$6,500.00

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
SUMMARY						
BALANCE AS OF : SEPTEMBER 30, 2021						
VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
	INV FIRE HYDRANT INV1	9/30/2021	10/30/2021	Y	RATLIFF UTILITI	\$7,520.00
	FSB	9/30/2021			PO: 21-60295	\$7,520.00
	INV GPERFORMANCE	9/30/2021	10/30/2021	Y	JEFF THOMPSON:G	\$2,500.00
	FSB	9/30/2021			PO: 21-60104	\$2,500.00
	INV LYFT	9/30/2021	10/30/2021	Y	Megan Mainer:Co	\$106.42
	FSB	9/30/2021			PO: 21-59919	\$106.42
	INV MARKET DAYS REF*	9/30/2021	10/30/2021	Y	WENDY MARKS:WEN	\$200.00
	FSB	9/30/2021			PO: 21-59963	\$200.00
	INV PARKING @ AIRPORT	9/30/2021	10/30/2021	Y	Kyle Livesay:Pa	\$45.00
	FSB	9/30/2021			PO: 21-59905	\$45.00
	INV PAYMENT 1*	9/30/2021	10/30/2021	Y	LORENZO MACIAS:	\$425.00
	FSB	9/30/2021			PO: 21-60195	\$425.00
	INV PAYMNT-JC	9/7/2021	10/7/2021	Y	JOY CHANDLER:Ar	\$250.00
	FSB	9/7/2021			PO: 21-59388	\$250.00
	INV REC RENTAL REF	9/30/2021	10/30/2021	Y	DEANNA BOOB:REN	\$100.00
	FSB	9/30/2021			PO: 21-60270	\$100.00
	INV REC RENTAL REF*	9/30/2021	10/30/2021	Y	DEANNA BOBB:REN	\$100.00
	FSB	9/30/2021			PO: 21-60271	\$100.00
	INV SUPPLIES*	9/30/2021	10/30/2021	Y	PATTY SWORDS:CE	\$21.00
	FSB	9/30/2021			PO: 21-60010	\$21.00
	INV TP200023521	9/30/2021	10/30/2021	Y	TREETOP PRODUCT	\$5,938.80
	FSB	9/30/2021			PO: 21-59307	\$5,938.80
99-104256	NORTH WATER DISTRICT LA	B				
	INV '2104128	9/30/2021	9/30/2021	N	LAB FEES	\$2,969.00
	FSB	9/30/2021			PO: 21-61075	\$2,969.00
	INV 2102346	9/30/2021	9/30/2021	N	LAB FEES	\$936.00
	FSB	9/30/2021			PO: 21-61075	\$936.00
	INV 2102728	9/30/2021	9/30/2021	N	LAB FEES	\$3,013.00
	FSB	9/30/2021			PO: 21-61075	\$3,013.00
	INV 2102729	9/30/2021	9/30/2021	N	LAB FEES	\$615.00
	FSB	9/30/2021			PO: 21-61075	\$615.00
	INV 2103110	9/30/2021	9/30/2021	N	LAB FEES	\$2,846.00
	FSB	9/30/2021			PO: 21-61075	\$2,846.00
	INV 2103111	9/30/2021	9/30/2021	N	LAB FEES	\$615.00
	FSB	9/30/2021			PO: 21-61075	\$615.00
	INV 2104129	9/30/2021	9/30/2021	N	LAB FEES	\$615.00
	FSB	9/30/2021			PO: 21-61075	\$615.00
	INV 2106086-COA	9/30/2021	9/30/2021	N	LAB FEES	\$4,102.00

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
SUMMARY						
BALANCE AS OF : SEPTEMBER 30, 2021						
VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
	FSB	9/30/2021			PO: 21-60241	\$4,102.00
	INV 2106086-COA8-	9/30/2021	9/30/2021	N	LAB FEES	\$615.00
	FSB	9/30/2021			PO: 21-60241	\$615.00
99-104350	NORTHERN SAFETY CO.,INC	.				
	INV 90404566272	9/30/2021	10/30/2021	N	SAFETY SHOWERS	\$6,283.80
	FSB	9/30/2021			PO: 21-59897	\$6,283.80
99-104355	NORTHERN TOOL & EQUIP C	O				
	INV 70114028*	9/30/2021	10/30/2021	N	PUMPS & HEATERS	\$2,542.97
	FSB	9/30/2021			PO: 21-59935	\$2,542.97
99-106075	OMNIBASE SERVICES, INC.					
	INV REP #321-102020'	9/30/2021	10/30/2021	N	OMNIBASE 3RD QU	\$326.30
	FSB	9/30/2021			PO: 21-60651	\$326.30
99-107565	PENNEY'S ELECTRIC CO, I	NC				
	INV 21208	9/30/2021	10/30/2021	N	WATER PLANT 4 E	\$1,467.45
	FSB	9/30/2021			PO: 21-59929	\$1,467.45
99-110556	FREESE & NICHOLS					
	INV 1328220	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$8,389.06
	FSB	9/30/2021			PO: 21-60369	\$8,389.06
	INV 1328561	9/30/2021	9/30/2021	N	PROFESSIONAL SE	\$11,318.74
	FSB	9/30/2021			PO: 21-60514	\$11,318.74
99-112765	PERDUE BRANDON FIELDER	COL				
	INV 00061643	9/30/2021	9/30/2021	N	PERDUE COLLECTI	\$2,696.53
	FSB	9/30/2021			PO: 21-60304	\$2,696.53
99-113385	QUILL CORPORATION					
	INV 19545006	9/29/2021	10/29/2021	N	OFFICE SUPPLIES	\$18.98
	FSB	9/29/2021			PO: 21-59869	\$18.98
	INV 19813218	9/29/2021	10/29/2021	N	OFFICE SUPPLIES	\$491.78
	FSB	9/29/2021			PO: 21-59869	\$491.78
99-113477	R&M TELEPHONE SERVICE					
	INV WO-0413*	9/30/2021	9/30/2021	N	CABLE RUNS	\$450.65
	FSB	9/30/2021			PO: 21-60277	\$450.65
99-113530	TERRI JO'S ENTERPRISES	LLC				
	INV 1136	9/30/2021	9/30/2021	N	P52- INSPECTION	\$25.50
	FSB	9/30/2021			PO: 21-60106	\$25.50
99-125000	SOILEAU'S PARTS & SERVICES					

ACCOUNTS PAYABLE						
OPEN ITEM REPORT						
SUMMARY						
BALANCE AS OF : SEPTEMBER 30, 2021						
VENDOR	NAME	INV DATE	POST DATE	1099	DESCRIPTION	BALANCE
	INV 64468	9/30/2021	10/30/2021	N	SOILEAU'S TIRE	\$3,556.04
	FSB	9/30/2021			PO: 21-59960	\$3,556.04
99-136600	TEXAS MUNICIPAL					
	INV SETP 2021	9/29/2021	9/30/2021	N	TMRS SEPT 2021	\$163,914.89
	FSB	9/29/2021			PO: 21-59915	\$163,914.89
	INV 0110468-IN	9/30/2021	10/30/2021	N	JET ROTTER REPA	\$3,337.54
	FSB	9/30/2021			PO: 21-60027	\$3,337.54
99-155000	VERNOR MATERIAL & EQUIPMENT					
	INV 0163335*	9/30/2021	10/30/2021	N	100 TONS RECLAI	\$6,480.00
	FSB	9/30/2021			PO: 21-59513	\$6,480.00
99-158299	WASTE CONNECTIONS OF TE	XAS				
	CM SEPT KAB	9/30/2021	9/30/2021	N	SEPT GARBAGE	\$500.00
	FSB	9/30/2021			PO: 21-60071	\$500.00
	INV SEPT GARBAGE	9/30/2021	9/30/2021	N	SEPT GARBAGE	\$160,342.11
	FSB	9/30/2021			PO: 21-60071	\$160,342.11
99-161010	WHOLESALE ELECTRIC SUPP	LY				
	INV 71-11357581	9/30/2021	9/30/2021	N	WHOLESALE ELECT	\$104.70
	FSB	9/30/2021			PO: 21-60255	\$104.70
99-163050	ZEIGLER'S					
	INV '26349	9/30/2021	10/30/2021	N	LOGO ON PW TRUC	\$200.00
	FSB	9/30/2021			PO: 21-60739	\$200.00
	INV 26349'	9/30/2021	10/30/2021	N	LOGO ON PW TRUC	\$200.00
	FSB	9/30/2021			PO: 21-60739	\$200.00
	INV 26349-	9/30/2021	10/30/2021	N	LOGO ON PW TRUC	\$720.00
	FSB	9/30/2021			PO: 21-60739	\$720.00
UNPAID	INVOICE TOTALS					\$1,441,181.49
UNPAID	DEBIT MEMO TOTALS					\$0.00
UNAPPLIED	CREDIT MEMO TOTALS					\$0.00
UNPAID	TOTALS					\$1,441,181.49

d. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts, including but not limited to: ***The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods.***

1. Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire; ***Off-street parking is not required in the CBD and the site plan does not propose any.***
2. Off-street parking and loading areas; ***Off street parking is not required in the CBD and the site plan does not propose any.***
3. Refuse and service areas; ***A dumpster location exists on the property.***
4. Utilities with reference to location, availability, and compatibility; ***Utilities are available to the property.***
5. Screening and buffering, features to minimize visual impacts, and/or set-backs from adjacent uses; ***No screening or buffering is required and none is proposed.***
6. Control of signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district; ***Signage is a separate permit under the Code of Ordinances of the City of Angleton.***
7. Required yards and open space; ***No yards are required in the CBD and the lot may be 100% impervious surface.***
8. Height and bulk of structures; ***the existing structure meets all requirements of the CBD.***
9. Hours of operation; ***The same as those at the current location.***
10. Exterior construction material and building design; and ***The exterior of the existing building will remain.***
11. Roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets. ***This requirement is not applicable.***

e. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity. ***The proposed use will not be materially detrimental to the public health, safety, convenience and welfare, nor will it result in material damage or prejudice to other property in the vicinity.***

(2) *Conditions:* In approving the application, the planning and zoning commission may recommend, and the city council may impose, such additional conditions (e.g., hours of operation, etc.) as are reasonably necessary to assure compliance with these standards and the purpose and intent of this section, in accordance with the procedures in [Section 28-24](#). Such additional conditions shall exceed the minimum standards contained herein or in any other applicable city Code or Ordinance, and they cannot, in effect, relax or grant relief from any of the city's minimum standards (see subsection (3) below). Any conditions imposed shall be set forth in the ordinance approving the specific use permit, and shall be incorporated into or noted on the site plan for final approval. The city manager shall verify that the plan incorporates all conditions set forth in the ordinance authorizing the specific use permit, and shall sign the site plan to indicate final approval. The city shall maintain a record of such approved specific use permits and the site plans and conditions attached thereto.

(3) *Prohibition on waivers and variance* The foregoing additional conditions (i.e., standards of development for the SUP) shall not be subject to variances that otherwise could be granted by the board of adjustments, nor may conditions imposed by the city council subsequently be waived or varied by the BOA. In conformity with the authority of the city council to authorize specific use permits, the city council may waive or modify specific standards otherwise made applicable to the use by this chapter, to secure the general objectives of this section; provided, however, that the city council shall not waive or modify any approval factor set forth in subsection (a) of this subsection [28-63\(e\)](#).

The Planning and Zoning Commission held a public hearing on December 2, 2021, and voted unanimously (7 in-favor, 0 opposed, 0 abstain/absent) to recommend approval of the ordinance authorizing the proposed SUP.

RECOMMENDATION:

Staff recommends approval of the ordinance authorizing the proposed SUP.

SUGGESTED MOTION:

I move we approve the ordinance authorizing the proposed SUP.



SUBJECT PROPERTY

Legend

- Parcels
- City Limits

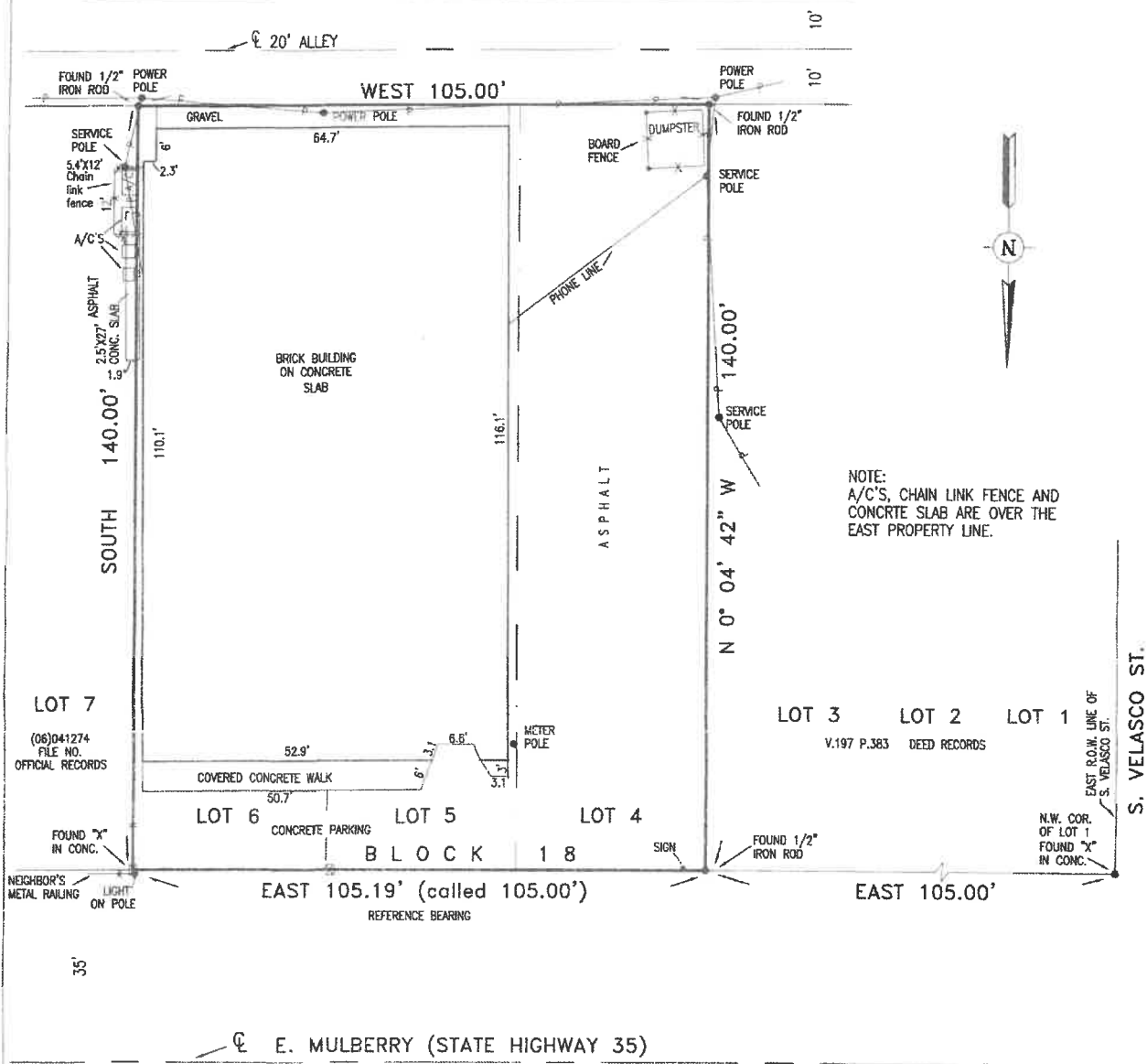
Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user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

PREPARED FOR: JAY WHITNEY

For this survey, a title commitment was not furnished to the surveyor. A title commitment might reveal additional easements in addition to those shown. A title commitment should be prepared and reviewed before any new construction begins on this tract.

LOT 17 LOT 16 LOT 15 LOT 14 13

CITY OF ANGLETON (94)026891 FILE NO. OFFICIAL RECORDS



NOTE:
A/C'S, CHAIN LINK FENCE AND
CONCRETE SLAB ARE OVER THE
EAST PROPERTY LINE.

LOT 7
(06)041274
FILE NO.
OFFICIAL RECORDS

LOT 3 LOT 2 LOT 1
V.197 P.383 DEED RECORDS

E. MULBERRY (STATE HIGHWAY 35)

116 E. MULBERRY (STATE HIGHWAY 35) -- ANGLETON, TEXAS 77515

THIS PROPERTY APPEARS TO BE LOCATED IN ZONE "X"
AND IS NOT IN THE 100 YEAR FLOOD PLAIN, ACCORDING
TO THE FLOOD HAZARD MAP FOR THE CITY OF ANGLETON
IN BRAZORIA COUNTY, TEXAS.
COMMUNITY# 480064
PANEL# 0445
SUFFIX: H
DATE: 10-6-04
ZONE: "X"

A PLAT OF LOTS 4, 5, AND 6, BLOCK 18, CITY OF ANGLETON, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE RECORDED MAP OR PLAT THEREOF IN VOLUME 1, PAGE 12, OF THE PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

SCALE: 1" = 20' 4T 3308 3-3-10

THE PLAT HEREON IS A REPRESENTATION OF THE PROPERTY AS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN MARCH, 2010. THE LINES AND DIMENSIONS OF SAID PROPERTY ARE AS INDICATED. THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN. ALL IMPROVEMENTS, BEING WITHIN THE BOUNDARIES OF THE PROPERTY LINES THE DISTANCES INDICATED. I HAVE LOCATED THE APPARENT ENCROACHMENTS SHOWN ON THE PLAT HEREON.

CERTIFIED CORRECT: *Brian G. Fambrough*
BRIAN G. FAMBROUGH, REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE #6017

FROM THE OFFICE OF:
RANDY L. STROUD, P.E.
201 SOUTH VELASCO
ANGLETON, TEXAS 77515
979-849-3141



ORDINANCE NO. 20211214-XXX

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING A SPECIFIC USE PERMIT ALLOWING FOR THE ESTABLISHMENT OF A BILLIARD/POOL FACILITY (THREE OR MORE TABLES); PROVIDING A SEVERABILITY CLAUSE AN EFFECTIVE DATE; AND FINDING FACT.

WHEREAS, On December 2, 2021, the City of Angleton Planning & Zoning Commission held a public hearing, and recommended approval of the Specific Use Permit submitted by Carrol Burt on behalf of the property owner Lucky FB Concepts, LLC for the operation of a Billiard/Pool Facility (Three or more tables) on Lots 4, 5 & 6, Block 18, City of Angleton and more commonly known as 116 E. Mulberry Street; and

WHEREAS, on December 14, 2021, the City of Angleton City Council held a public hearing regarding the granting of the Specific Use Permit for the operation of a Billiard/Pool Facility (Three or more tables), and the City of Angleton City Council considered the recommendation and approval by Planning & Zoning; and

WHEREAS, the City considered the factors and provisions set forth in the City of Angleton Code of Ordinances, Chapter 28 Zoning, Sec. 28-63 Specific Use Permits, on Lots 4, 5 & 6, Block 18, City of Angleton, Angleton, Texas with a base zoning of Central Business District (CBD); and

WHEREAS, the City Council desires to grant the Specific Use Permit submitted by Carrol Burt on behalf of the property owner Lucky FB Concepts for the operation of a Billiard/Pool Facility (Three or more tables) as set out in Sec. 28-81 Use Regulations, on Lots 4, 5 & 6, Block 18, City of Angleton and more commonly known as 116 E. Mulberry Street, with the conditions set forth in the Planning & Zoning written recommendation and the attached site plan (Exhibit A);

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

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

SECTION 2. City Council approves the Specific Use Permit in accordance with City of Angleton Code of Ordinances Sec. 28-63 Specific Use Permits, for the permitted use set out in Sec. 28-81 Use Regulations, and adopts the recommendation to authorize the Specific Use Permit made by the Planning & Zoning Commission:

SECTION 3. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas

declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

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

PASSED AND APPROVED THIS THE 14TH DAY OF DECEMBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

10.19.2021

**DEVELOPMENT AGREEMENT BETWEEN
CITY OF ANGLETON, TEXAS AND TEJAS-ANGLETON DEVELOPMENT, L.L.C.**

This Development Agreement (this “Agreement”) is made and entered into by the City of Angleton, Texas (the “City”), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of the City of Angleton, Texas, and Tejas-Angleton Development, L.L.C., a Texas limited liability company (“Developer”).

RECITALS

WHEREAS, Developer owns or is under contract to purchase approximately 164.5 acres of land located within the corporate boundaries of the City, and more particularly described on **Exhibit “A”** attached and incorporated herein by reference (the “Property”); and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the “Public Improvements” as defined herein) and constructing additional public improvements within the Property; and

WHEREAS, Developer plans a mixed-use development with single-family homes and a commercial/retail development to be known as Austin Colony, (the “Project”) as depicted on the Land Plan of Austin Colony attached hereto as **Exhibit “B”** and incorporated herein by referenced (the “Land Plan”); and

WHEREAS, Section 5 of Austin Colony shall be developed with approximately fifty-five (55) single-family residential lots if Developer has not sold or developed for commercial purposes the Property included in Section 5 for commercial/retail development within five (5) years after the Effective Date of this Agreement; and

WHEREAS, City has approved and adopted an ordinance to zone the Property pursuant to Chapter 28 Zoning, Article III Zoning Districts, Section 28-62, Planned Development Overlay District (“Ordinance”) subject to this Agreement, which will govern and permit the development of the Project in accordance with the Land Plan; and

WHEREAS, City adopted a PID Policy on July 13, 2021 setting forth required steps, payments and obligations to be satisfied by the Developer in order to petition for a Public Improvement District;

WHEREAS, the City has approved and adopted Resolution No. 20210824-024 authorizing the establishment of the Austin Colony Public Improvement District following review of a PID petition, and consideration by the City, and a component of the PID Policy; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district that is coterminous with the boundaries of the Property (the “PID”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “PID Act”); and

WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the Property within the PID; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinance (as defined herein) and adopt the SAPs (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to the Service and Assessment Plan (“SAP”), payable in whole or in part by and from Assessments levied against property within the PID (whether through a cash reimbursement or through an issuance of PID Bonds); and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within the PID and issue PID Bonds (as defined herein) up to a maximum aggregate principal amount of \$30,000,000.00 for payment or reimbursement of the Public Improvements included in the SAP; and

WHEREAS the payment and reimbursement for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem tax collections, past or future or any other source of City revenue or any assets of the City of whatsoever nature; and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements for the PID will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the City; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;

WHEREAS, the Developer and the City desire to enter into this Agreement and it is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property; and

WHEREAS, the City and the Developer are proceeding in reliance on the enforceability of this Agreement; and

WHEREAS, the City is authorized by the Constitution and laws of the State of Texas to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration the City and Developer agree as follows:

Definitions

The terms “*Agreement*”, “*City*”, “*Developer*”, “*Austin Colony*”, “*Project*”, “*Land Plan*” shall have the meanings provided in the recitals above, however “*Property*” is further defined as 164.5 acres of land described in **Exhibit “A”**. Except as may be otherwise defined, or the context clearly

requires otherwise, the following terms and phrases used in this Agreement shall the meanings as follows:

Capacity Acquisition Fee means the fee that is a one-time charge to Developer by the City and is a fee based on the roughly proportional fair share guidelines and standards set forth in Ordinance Number 20190528-021 adopting a Capacity Acquisition Fee, “CAF”, and LDC Sec. 23-32 per Equivalent Single-family Connection (“ESFC”) platted to cover the capital costs incurred by the City and as related to the provision of water supply and sewage treatment.

Development Ordinances means those regulations adopted by ordinance by the City of Angleton, in Chapter 23 *Land Development Code* (“LDC”), and Chapter 28 *Zoning*, Code of Ordinances of the City of Angleton, Texas, and not including any future amendments or changes, except future amendments or changes exempted from Chapter 245, Local Government Code, Section 245.004; provided, however, that Developer may elect to have such future amendments or changes apply to the development of the Property.

Effective Date means the date of mutual execution by all necessary parties on this Agreement or the date of execution by the last party to execute this Agreement.

HOA means the homeowners association(s) for the homes within the Property.

Pid Enhancement Fund a Developer Obligation means an amount equal to ten per cent (10%) of the total PID value payable to City prior to bond issuance, as referenced in the City of Angleton PID Policy.

PID means the Austin Colony (PID No. 3) Public Improvement District

PID Act means the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

PID Bond Fee means a Developer Obligation that results if the issuance of the PID Bonds in any calendar year precludes the City from issuing bank qualified debt for that calendar year, a payment shall be made by Developer to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified. The City's financial advisor shall calculate the PID Bond Fee based on the planned debt issuances for the City in the year in which each series of PID Bonds are issued.

PID Policy means the policy adopted by City Council on July 13, 3021 setting forth all requirements Developer must satisfy in order to petition, seek approval and establish a Public Improvement District in the City of Angleton, Texas.

Reimbursement Agreement(s) means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s) or from future PID Bond proceeds, if any.

SAP means a Service and Assessment Plan drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted, and approved by the City that identifies and allocates the Assessments on benefitted parcels with the PID and sets forth the method of assessments, the amount of the Assessments, the Public Improvements, and the method of collection of the Assessment..

Utility Improvements or Public Improvements means public improvements to be developed and constructed or caused to be developed or constructed including all infrastructure, public developments including but not limited to water, wastewater drainage system, and sanitary sewer utilities for the Project both inside and outside the PID by the Developer to benefit the PID and property.

ARTICLE I

Covenants

Section 1.01 Permitted Uses. The Project shall be limited to the development of single-family dwellings and commercial or retail.

Section 1.02 Height Restrictions. No dwellings built in the single-family residential portion of the Project shall exceed a maximum height of thirty-five feet (35’) or be more than two and one-half (2.5) stories tall.

Section 1.03 Lot Dimensions and Development. The lots shall be the size depicted on the Land Plan, approximately 120 feet in length, with the front width of each lot as set forth below:

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

Section 1.04 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.

Section 1.05 Playground. A playground behind the entry monument shall include playground equipment.

Section 1.06 Section One. The first section to be developed and platted is identified as Section 1 (50' lots) on the attached Land Plan and shall include:

- a) an entry monument with landscaping that is planted, irrigated and lighted.
- b) a playground with playground equipment.
- c) Austin Colony Boulevard shall be constructed 28 feet wide, concrete paved from County Road 44 to the entrance of Section I and will be divided at the entry off County Road 44 and have a turn lane at the entry of Section 1 and Section 3.
- d) A dry retention pond will be graded and planted for recreation.
- e) 100 single-family residential lots – 50' x 120' (6,000 sq.ft.).
- f) Items 1.06 A (a, b, and d above) will be started in Section 1 and will be completed no later than issuance of the 50th residential building permit in Section 1.

Section 1.07 Construction of Austin Colony Boulevard to Tigner Drive and extension of Tigner Drive from the existing end of pavement of Tigner Drive behind the Walmart Super Center currently located at 1801 N. Velasco, to Austin Colony Boulevard.

- a) Austin Colony Boulevard shall be constructed 28 feet wide of concrete paved from the entrance of Section 1 to Tigner Drive with a left turn lane at Tigner Drive.
- b) Tigner Drive will be a minimum of 24 feet wide in each direction with a 6 foot wide median, concrete pavement and turn lanes from Austin Colony Boulevard to the existing end pavement of Tigner Drive behind Walmart. Half of Tigner Drive will be constructed from the existing end of pavement of Tigner Drive behind Walmart to Austin Colony Boulevard with Section 1. The remaining half of Tigner Drive will be constructed as part of Section 3
- c) Items a) and b) above will be referred to as “ACB / TD” and will be separately platted with separately submitted construction plans.
- d) After City Council approval of the Final Plat for Section 1, recording shall not occur until the following items are complete, and accepted and approved by the City:
 1. Payment of the total amount of Capacity Acquisition Fees as set out in a memo prepared and approved by the City Engineer;
 2. Payment of the total amount of fees representing Park Fee- In – Lieu of Dedication as set out by the City Parks Director;
 3. Acceptance of the Public Improvements by City Council which would require the Developer to post a one- year Surety Bond or Maintenance Bond approved and acceptable to the City that provides protection against defects on construction improvements that have been accepted by the city.
 4. A duly executed Escrow Agreement between Developer and the City to meet the requirements of Section 23-11 of the LDC, as approved by the City, together with a cost estimate for the construction of ACB / TD. The Developer will fund the Escrow Agreement with six hundred fifty thousand and 00/100 dollars \$650,000.00 cash prior to issuance by the City of any residential building permit in Section 1.
- e) After City Council approval of the Final Plat for ACB / TD, recording shall not occur until acceptance of the hereinafter defined Public Improvements by City Council of ACB / TD.

- f) Construction of ACB / TD will begin no later than issuance of the 50th residential building permit, half of the total 100 residences in Section 1.

Section 1.08 Section Two. The second section to be developed and platted is identified as Section 2 consisting of 55 foot and 60 foot lots on the Land Plan and shall include:

- a) The detention pond started in Section 1 will be completed as part of Section 2;
- b) Construction of 87 single-family residential lots with the minimum size of 55' x 120' (6,600 sq. ft.);
- c) Construction of 21 single-family residential lots with the minimum size of 60' x 120' (7,200 sq. ft.);
- d) Items 1.06 B that were started in Section 1 will be completed as part of Section 2-

Section 1.09 Section Three. The third section to be developed and platted is identified as Section 3 consisting of 60 foot lots on the Land Plan and shall include:

- a) A 50-foot wide concrete extension of Tigner Drive, with two (2) lanes in each direction and with turn lanes commencing from the north entrance of Section 3 to the intersection of Austin Colony Boulevard and Tigner Drive.
- b) Retention capacity for Section 3 is included in the Section 1 and 2 retention pond.
- c) Construction of 106 single-family residential lots with the minimum size of 60' x 20' (7,200 sq. ft.)

Section 1.10 Section Four. The fourth section to be developed and platted is identified as Section 4 consisting of both 55 foot and 60 foot lots on the Land Plan and shall include:

- a) Construction of 132 single-family residential lots with the minimum size of 55' x 120' (6,600 sq.ft.)
- b) Construction of 32 single-family residential lots with the minimum size of 60' x 120' (7,200 sq.ft.)
- c) Completion of the grading and planting for recreation purposes of the northerly detention pond . (NEED BETTER DESCRIPTION)
- d) Construction of Tigner Drive consisting of the concrete extension from the northern entrance of Section III to the western property line, and shall be 50 feet wide with two (2) lanes in each direction with turn lanes,
- e) Section Four may be developed in two separate phases with each phase having a Preliminary Plan, approval of construction plans, Final Plat and Development Permit. If Section 4 is developed in two separate phases, construction of Tigner Drive must be done with the first of the two phases.

Section 1.11 Section Five. The fifth section to be developed is identified as Section 5 on the Land Plan and shall be set aside, listed, and advertised for commercial development immediately upon execution of the development agreement. Beginning the sixth year or a minimum of seventy two months (72) after the Effective Date and continuing thereafter, if the property has not sold for commercial development and Sections 1 through 4 have been

developed, Section 5 shall be developed as single-family residential lots with a minimum size of 60 feet in front width, 60’ x 120’ (7,200 sq.ft.)

Section 1.12 Compliance with Additional City Ordinances. In addition to those ordinances applicable to the Project by virtue of its zoning as a Section 28-45, Planned Development Overlay District single-family residential and as otherwise set forth in this Agreement; the Project shall also comply with the Development Ordinances. Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City’s standards and specifications and subject to the City’s approval as provided herein and in accordance with City Regulations and applicable law.

Section 1.13 Fees-in-Lieu. The Developer agrees to pay a City fee in lieu of dedication of park acres in the amount of Five Hundred Seventy-Five and No/100 Dollars (\$575.00) per lot. The fee for each phase shall be paid to the City prior to recording of any final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances. The fee for each phase shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section.

<u>Sections</u>	<u>Number of Lots</u>	<u>Park Fee- In- Lieu</u>
1	100	\$ 57,500
2	108	\$ 62,100
3	106	\$ 60,950
4	164	\$ 94,300
5	55	\$ 31,625
TOTAL	533	\$ 306,475

Section 1.14 Sewer CAF. Developer agrees to pay a Sewer CAF. The Sewer CAF is one thousand three hundred eighty-seven and 25/100 dollars (\$1,387.25) per lot, which is the amount set forth in the Capacity Acquisition Fee Memo attached hereto as **Exhibit “C”**. The fee for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section.

<u>Sections</u>	<u>Number of Lots</u>	<u>Sewer CAF</u>
1	100	\$ 138,725
2	108	\$ 149,823
3	106	\$ 147,048
4	164	\$ 227,509
5	55	\$ 76,298
TOTAL	533	\$ 739,403

Section 1.15 Water CAF. Developer agrees to pay a Water CAF. The Water CAF is five hundred thirty-six and 70/100 dollars (\$536.70) per lot. The Water CAF for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section. The City agrees to provide Water Service for the full build-out of the Project.

<u>Sections</u>	<u>Number of Lots</u>	<u>Water CAF</u>
1	100	\$ 53,670
2	108	\$ 57,963
3	106	\$ 56,890
4	164	\$ 88,018
5	55	\$ 29,518
TOTAL	533	\$ 286,059

Section 1.16 Fencing Developer agrees to install premium perimeter fencing stained and crowned along the back property lines of all lots along Austin Colony Boulevard and Tigner Street. All perimeter fencing shall be maintained by the HOA. 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.

Section 1.17 Conduit. Developer agrees to install in phases and provide conduit for the installation of fiber internet in the entire Project.

Section 1.18 Streetlights. Developer agrees that all streetlights will be LED, and all streetlight poles will be permitted and satisfy the requirements of Texas New Mexico Power Company. (TXNM).

Section 1.19 Homeowner’s Association. Developer will create detailed Deed Restrictions and a homeowner’s association (“HOA”) that will enforce the Deed Restrictions set forth herein. In the event the HOA becomes insolvent or fails to maintain proper documentation and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas, then the City shall have the right to, but is not obligated to, enforce the Deed Restrictions and other matters as set forth in this Agreement and shall have all authority granted to the HOA by virtue of this document and related Property Owner's Association Bylaws, including, but not limited to, the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of subdivision improvements as stipulated herein and as deemed necessary by the City.

- a) Maintenance of such open spaces shall be the responsibility of the subdivider or the HOA, unless accepted by the City Council.
- b) The articles of the HOA shall require homeowner assessments sufficient to meet the necessary annual cost of the improvements. Further, the articles shall provide that the

board of directors shall be required to expend money for the improvements and repairs to maintain all infrastructures under its jurisdiction. Further, the articles shall require that board of directors file with the City annual reports of maintenance and that the board of directors shall be required to initiate any and all needed repairs in a timely manner.

Section 1.20 Design Standards for Public Improvements. Developer shall provide streets, drainage, utilities, parks, and recreational facilities according to the development plan, at Developer's sole cost. All facilities shall comply with the City's design criteria set forth in the Development Ordinances for such streets, paving, drainage, water, wastewater, and park improvements; and, shall be subject to the approval of the City Engineer, Planning Commission and City Council as provided in the Development Ordinance. Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements. The Public Improvement Project Costs, which are estimated on Appendix A, shall be paid proceeds of Pill Bonds or the Developer Cash Contribution in accordance with the Bond Indentures, or reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement.

Section 1.21 Payment of Public Improvements

- (a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID [funds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment or reimbursement of the Public Improvement Project Costs or for the payment of *the* cost to construct or acquire a Public Improvement by the City will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to pay the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject
- (b) Upon written acceptance of a Public improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Public Improvement, including all costs thereof and relating thereto.

Section 1.22 Conflict. Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict between this Agreement and the Development Ordinances, this Agreement shall prevail.

Section 1.23 Notification. The City shall notify the Developer in writing of any alleged failure by the Developer to comply with a provision of this Agreement or the Development Ordinances, which notice shall specify the alleged failure with reasonable particularity. The Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

Section 1.24 Assignment and Assumption. Developer may freely assign the rights and responsibilities of this Agreement at its sole discretion, but shall be required to notify the City of any such assignment within five (5) business days of any such assignment.

Section 1.25 Collateral Assignment. Developer has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lender (“Designated Mortgagee”) without the consent of the City, but with written notice to the City within ten (10) days of the execution of such document. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender becomes the record title owner of the Property or any portion thereof. Provided the City has been given a copy of the documents creating the lender’s interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in accordance with the cure periods otherwise provided to the defaulting party by this Agreement; and the other party agrees to accept a cure offered by the lender as if offered by the defaulting party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a party.

ARTICLE II **PROVISIONS FOR DESIGNATED MORTGAGEE**

Section 2.01 Notice to Designated Mortgagee. Pursuant to Section 4.03, any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to Developer.

Section 2.02 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 1.23 and Article II.

Section 2.03 Designated Mortgagee. At any time after execution and recordation in the Real Property Records of Brazoria County, Texas, of any mortgage, deed of trust, or security agreement encumbering the Tract or any portion thereof, the Developer (a) shall notify the City in writing that the mortgage, deed of trust, or security agreement has been given and executed by the

Developer, and (b) may change the Developer's address for notice pursuant to Section 6.05 to include the address of the Designated Mortgagee to which it desires copies of notice to be provided.

At such time as a full and final release of any such lien is filed in the Real Property Records of Brazoria County, Texas, and the Developer gives notice of such release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and the Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.

Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument executed by the Developer encumbering the Property, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the Property and marketing it for sale and is not actively involved in the development of the Property, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the Property shall be in accordance with this Agreement.

If the Designated Mortgagee and/or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Property, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE III
PROVISIONS FOR DEVELOPER

Section 3.01 Waiver of Actions Under Private Real Property Rights Preservation Act.
The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act, provided, however, that this waiver does not apply to, and the Developer and Developer's grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 3.02 Developer's Right to Continue Development. Subject to the provisions of Sections 1.23 and 6.04 of this Agreement, the City and the Developer hereby agree that the Developer may sell all or a portion of the Property to one or more persons who shall be bound by this Agreement and perform the obligations of Developer hereunder relative to the portion of the Property acquired by such persons.

ARTICLE IV

MATERIAL BREACH, NOTICE AND REMEDIES

Section 4.01 Material Breach of Agreement. It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement.

- (a) The parties acknowledge and agree that any material deviation from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. A material breach of this Agreement by Developer shall be deemed to have occurred upon the failure of the Developer to substantially comply with a provision of this Agreement or the Development Ordinances applicable to the Property.
- (b) The parties agree that nothing in this Agreement can compel the Developer to proceed or continue to develop the Property within any time period.
- (c) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:
 - 1. The imposition or attempted imposition of any moratorium on building or growth on the Property prohibited by State law or that treats development authorized under this Agreement differently than other development occurring throughout the City's regulatory jurisdiction;
 - 2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than as set forth in this Agreement;
 - 3. An attempt by the City to enforce any City ordinance within the Property that is inconsistent with the terms and conditions of this Agreement, unless such ordinance is required by state or federal law; or
 - 4. An attempt by the City to unreasonably withhold approval of a plat of land within the Property that complies with the requirements of this Agreement.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Agreement shall provide the remedies for such default.

Section 4.02 Notice of Developer's Default.

- (a) The City shall notify the Developer and any Designated Mortgagee of all, or any part of the Property designated by Developer to receive such notices in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.
- (b) The City shall exercise good faith to determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available to the City, if requested, any records, documents, or other information necessary to make the determination.
- (c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.
- (d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 4.04 and subsequently exercise the applicable remedy under Section 4.05.

Section 4.03 Notice of City's Default.

- (a) The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice or such longer period of time as the Developer may specify in such notice, either cure such alleged failure or, in a written response to the Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

- (b) The Developer shall exercise good faith to determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents, or other information necessary to make the determination.
- (c) In the event that the Developer determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.
- (d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under Section 4.04 and subsequently exercise the applicable remedy under Section 4.05.

Section 4.04 Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 4.02 or 4.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within fourteen (14) days after the mediation is initiated or thirty (30) days after mediation is requested, whichever is later. The parties participating in the mediation shall share the costs of the mediation equally.

Section 4.05 Remedies.

- (a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 4.04, the City may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching Developer.
- (b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 4.04, the Developer may, without expanding City's liability beyond the statutory limits of the Texas Tort Claims Act or under other law; and, without the City waiving or demising its immunity beyond the scope of that allowed by the Texas Tort Claims Act or other law, and without the City ever being liable for Developer's consequential, special, indirect or incidental losses or damages, file suit in a court of competent jurisdiction in Brazoria County, Texas, for the limited remedy of seeking City's specific performance of its obligations under this Agreement.

ARTICLE V

PUBLIC IMPROVEMENT DISTRICT

Section 5.1 Creation. The Developer has submitted a petition to the City to create a Public Improvement District “PID” that encompasses the property; such petition contains a list of the public improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such public improvements (the “Public Improvements”). Such petition also allows for the City's levy of Assessments for maintenance purposes and for administration of the PID. Developer acknowledges and agrees that the City has requirements and obligations set forth in the City of Angleton PID Policy that Developer must satisfy and Developer agrees to comply with all requirements of the PID Policy in order for the creation of the PID to occur.

Section 5.2 Issuance of PID Bonds.

- (a) Subject to the terms and conditions set forth in this Article V, the City has created the PID and if approved by City Council, the City intends to authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer's phased development of the Property and each a “Phase”) up to an aggregate principal amount of \$30,000,000.00 to construct, reimburse or acquire the Public Improvements benefitting the Property. The Public Improvements to be constructed and funded in connection with the PID Bonds are detailed in Exhibit D-3, which may be amended from time to time upon approval of the City, and in the Service and Assessment Plan for the PID or any updates thereto. The net proceeds from the sale of each series of PID Bonds (i.e., net of costs and expenses of issuance of each series of PID Bonds and amounts for debt service reserves and capitalized interest) will be used to pay for, reimburse or acquire the Public Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary action by the City Council and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to pay the Developer Cash Contribution and perform its obligations hereunder.
- (b) The Developer shall complete all Public Improvements within each phase in the PID and such Public Improvements shall be completed by the Public **Improvement Completion Date**
- (c) The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.
- (d) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:
- (i) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$30,000,000.00.
 - (ii) The maximum "tax rate" for the projected annual assessment for each Phase shall be no greater than \$0.70 per \$100.00 valuation at the time of issuance of

each series of PID Bonds; the tax rate limit applies on an aggregate basis for the entire property within each Phase and on an individual assessed parcel basis (including projected average sales price of the homes to be constructed on the lots).

(iii) Minimum value to lien ratio of at least 3:1 for each series of PID Bonds; such value shall be confirmed by an Appraisal.

The Developer or its Affiliates shall own all property located within the Phase then being assessed prior to the levy of Assessments for such phase.

- (iv) The Developer must provide evidence reasonably acceptable to the City of an executed loan document and private equity in an amount sufficient to complete the amenities set forth in Article 1 above
 - (v) No Event of Default by the Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement and there is no current default under this agreement;
 - (vi) a site plan including preliminary engineering is approved by City staff for the Public Improvements for the phase for which PID Bonds are being issued; and
 - (vii) any offsite easements (meaning offsite to the Property) not owned by the Developer that are necessary to construct the Public Improvements in each phase have been acquired by the Developer and dedicated to the City, or dedicated by the City.
- (c) In no event shall the Developer be paid or reimbursed for all Public Improvement Project Costs in an amount in excess of the Reimbursement Cap.
 - (d) In no event shall the City issue PID Bonds if the issuance of such PID Bonds is prohibited by Applicable Law.
 - (e) PID Improvement Area 1 includes Austin Colony Sections 1 & 2. It is the intent of the Parties for Developer to develop Section 1 and for the City to issue the first series of PID Bonds to reimburse Developer for the Public Improvements serving Section 1 and to include monies in the bond issue to fund the construction of a portion of the Public Improvements to serve Section 2. The City will then issue the second set of PID bonds upon the completion of Section 3 to reimburse Developer for the Public Improvements serving Section 3 and include monies for Section 4. The third issuance of PID bonds shall occur upon completion of Section 5 and shall reimburse Developer for Public Improvements required to serve said Section 5. *This section needs support and clarification.*

Section 5.03 Apportionment and Levy of Assessments.

- (a) The City intends to levy Assessments on property located within the PID in accordance herewith and with the Service and Assessment Plans (as such plans are amended supplemented or updated from time to time) and the Assessment Ordinances on or before such time as each series of PID Bonds are issued. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.
- (b) Concurrently with the levy of the Assessments on each phase, the Developer and its affiliates shall execute and deliver a "Landowner Consent" for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the creation of the PID and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Brazoria County, Texas. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

Section 5.04 Developer Cash Contribution.

At closing on any series of PID Bonds intended to fund construction of Public Improvements that have not already been constructed by the Developer, Developer shall deposit into a designated account with the Trustee under the applicable Indenture a pro-rata amount of the Developer Cash Contribution. If the Public Improvements relating to each series of PID Bonds have already been constructed and the PID Bonds are intended to acquire the Public Improvements, then Developer shall not be required to deposit the Developer Cash Contribution as provided in this paragraph for such series. The amount of the Developer Cash Contribution for each series of PID Bonds shall be equal to the difference between the costs of the Public Improvements and the Net PID Bonds Proceeds available to fund such costs of the Public Improvements related to such series of PID Bonds, as set forth in the SAP.

Section 5.05. Transfer of Property. Other than the sale of the Property to the Developer, notwithstanding anything to the contrary contained herein, no sale of property within a phase of the PID shall occur prior to the City's levy of Assessments in such Phase of the PID, unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form reasonably acceptable to the City, with respect to the purchased property. In addition, evidence of any transfer of Property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require consent of each of the owners of Assessed Property in the PID to the levy of Assessments on each property and to the creation of the PID prior to Assessments being levied on such owner's property. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each Assessed Property Owner in order to levy the Assessments and Issue PID Bonds. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

Section 5.06. PID Policy Requirements & PID Enhancement Fund Payment. Developer agrees to comply with all steps, requirements, payments as set out by the City of

Angleton PID Policy. Developer agrees to pay to the City the PID Enhancement Fund as defined in this agreement and as set out in the City of Angleton PID Policy for each phase. At such time as PID Bonds for a particular phase are issued by the City, the PID Enhancement Fund payment will be payable for such phase or phases upon closing and delivery of the net proceeds realized by Developer from the sell of PID Bonds for such phase or phases.

ARTICLE VI

ADDITIONAL TERMS

Section 6.01 This Agreement shall be effective upon the mutual execution of this Agreement (the “Effective Date”) and shall terminate thirty (30) years from the date of execution.

Section 6.02 Any person who acquires the Property or any portion of the Property shall take the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors, and assigns, as provided herein; provided, however, notwithstanding anything to the contrary herein, the Developer’s assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become the Developer for purposes of this Agreement and notice is sent by the Developer to the City. Provided, however, the Developer's assignee shall not acquire the rights and obligations of the Developer unless the Developer and assignee enter into a written assignment agreement in a form satisfactory to the City, and the City agrees in writing to such assignment, which approval will not be unreasonably delayed, conditioned, or withheld. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property shall recite and incorporate this Agreement as binding on any purchaser or assignee. Notwithstanding the above if developer sells the lots to its own or other builders the subject and terms of this agreement shall automatically pass with the lot to said builder who shall retain the rights and obligations of this agreement which shall be set out in a separate recorded document.

Section 6.03 This Agreement may be amended only upon written amendment executed by the City and Developer. In the event Developer sells any portion of the Property, the Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

Section 6.04 The Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of the Developer. As used herein, the words “substantial change in ownership or control” shall mean a change of more than 49% of the stock or equitable ownership of the Developer. Any sale of the Property or agreement for the sale, transfer, or assignment of control or ownership of the Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

Section 6.05 The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such

party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail.

City: City of Angleton
Chris Whittaker
City Manager
121 S. Velasco
Angleton, Texas 77515
Attn: City Secretary

Developer: Tejas-Angleton Development, L.L.C.
Attn: Wayne L. (Sandy) Rea, II
1306 Marshall Street
Houston, Texas 77006
Telephone No.: 713-993-6453
Email: waynerea@swbell.net

Section 6.06 Time is of the essence in all things pertaining to the performance of the provisions of this Agreement.

Section 6.07 INDEMNIFICATION. DEVELOPER HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, CONPROPERTYORS, OFFICERS AND DIRECTORS TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND COSTS) ASSOCIATED WITH ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT BY DEVELOPER UNLESS SUCH DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE, INTENTIONAL OR WILLFUL MISCONDUCT OF THE CITY.

Section 6.08 Make-Whole Provision. If the issuance of the PID Bonds in any calendar year precludes the City from issuing bank qualified debt for that calendar year, then the Developer shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified. The City's financial advisor shall calculate the PID Bond Fee based on the planned debt issuances for the City in the year in which each series of PID Bonds are issued, and shall notify the Developer of the total amount due prior to the issuance of the applicable series of PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. The PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the applicable series of PID Bonds' are issued are less than the bank

qualification limits then the PID Bond Fee shall be returned to the Developer. If, at the time of the City's notification to the Developer as set forth above, there are additional bonds to be issued by the City in that year that will be issued to accommodate additional developers within the City, the PID Bond Fee shall be shared by all parties in a pro-rata amount based upon the estimated par amounts of each series of bonds issued for the benefit of each, as determined by the City and its financial advisor.

Section 6.09 If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

Section 6.10 Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right.

Section 6.11 The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

Section 6.12 To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

Section 6.13 The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties. The City has exclusive control over and under the public highways, streets, and alleys of the City.

Section 6.14 This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

Section 6.15 This Agreement is entered solely by and between and may be enforced only by and among the parties hereto. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

Section 6.16 The parties expressly acknowledge that the City'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 is invalid. Nothing in this Agreement requires that either the City incur debt, assess, or collect funds, or create a sinking fund.

Section 6.17 THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A

PARTY MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL GOVERNMENTAL IMMUNITIES.

Section 6.18 This Agreement shall not be assigned by either Party without the express written consent of the other Parties which shall not be unreasonably withheld.

Section 6.19 The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 6.20 All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 6.21 Notwithstanding any other provisions of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 6.22 The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter, City ordinances and laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws of such entity.

Section 6.23 No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right.

Section 6.24. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 6.25. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 6.26. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 6.27. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 6.28. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 6.29. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 6.30. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

Section 6.31. Anti-Boycott Verification.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 6.32. Iran, Sudan and Foreign Terrorist Organizations

The Developer represents that neither it nor any of its parent company, wholly- or majority- owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas

Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit

Section 6.33 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

[Signature Page Immediately Follows]

CITY OF ANGLETON, TEXAS

By: _____
Jason Perez, Mayor

Date: _____

ATTEST

By: _____
Frances Aguilar, City Secretary

Date: _____

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This instrument was acknowledged before me on _____, 2021,
by Jason Perez, Mayor of the City Angleton, Texas.

Notary Public, State of Texas

DEVELOPER

TEJAS-ANGLETON DEVELOPMENT, L.L.C.
a Texas Limited Liability Company

Wayne L. Rea, II

Title: Manager

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2021, by Wayne L. Rea, II, of TEJAS-ANGLETON DEVELOPMENT, L.L.C., a Texas Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas

EXHIBIT "A"
THE PROPERTY

EXHIBIT "C"
CAPACITY ACQUISITION FEE MEMO

Memo

Date: Friday, March 05, 2021

Project: Austin Colony Subdivision (Tigner Tract)

To: Walter Reeves, Director of Development Services

From: John Peterson, PE, CFM

Subject: Water and Wastewater Capacity Acquisition Fee

The City of Angleton has coordinated with a Developer for the proposed subdivision at Austin Colony, along Anchor Road (CR 44) to the east of Highway 288. The proposed development consists of 558 single-family residences on approximately 166 acres and is currently planned to be a phased development. Based on this information and using the planning criteria for water demand and sewer loading from the utility master plan, below is the summary of the assumptions, analysis and model results.

Capacity Verification

- Water Demand
 - Average Daily Demand (ADD): 300 gallons per day per connection, $558 \times 300 = 167,400$ gpd or 116.25 gpm
 - Max Daily Demand (MDD): $1.7 \times \text{ADD} = 197.63$ gpm
 - Peak Hour Demand (PHD): $1.25 \times \text{MDD} = 247.03$ gpm
- Water Model Run
 - There are two existing water mains located in the vicinity of the proposed subdivision (see Exhibit #1). One is a 12" water main that runs along the north side of Anchor Road, that will be required to be extended northwest along CR 44 to and across the property in order to service the subdivision. The second is a 10" water main that runs along the north side of Tigner Road that will also be required to be extended to the west to serve as a second point of connection for the proposed subdivision. It is currently assumed that the proposed development will make connections to both of these water mains in order to create a looped system within the subdivision.
 - **The existing model was run for the scenario above. The model shows that there is sufficient pressure and fire flow when the systems are looped together (See Exhibit #2).**
- Wastewater Flows
 - Average Daily Flow (ADF): 255 gallons per day per connection, $558 \times 255 = 142,290$ gpd or 98.81 gpm
 - Peak Hour Wet Weather Flow (PWF): $4 \times \text{ADF} = 395.25$ gpm
- Wastewater Model Run
 - The existing model was run for PWF scenario, which uses a peaking factor of 4.

- There is an existing 24" sewer main along the western boundary of the proposed subdivision that has available capacity at that location. For the wastewater assessment, it was assumed that the wastewater loading for the subdivision will discharge into the City's collection system near the unimproved western portion of Tigner Street.
- This 24" gravity sewer main continues south and discharges into Lift Station No. 7 (N Kaysie Lift Station).
- The Lift Station No. 7 then pumps wastewater through an 18" force main directly to the Oyster Creek WWTP along Sebesta Road.

Capacity Acquisition Fee:

Please see Appendix A for the calculations for the Capacity Acquisition Fee.

- Water Service
 - The City has adopted a flat fee of \$536.70 per ESU for water service throughout the City.
- Wastewater Service
 - Total Capacity of 24" Sanitary Sewer set at TCEQ minimum slope is 2,871 gpm
 - Percentage utilization of 24" gravity sanitary sewer for Austin Colony is 14% (peak flow)
 - Total Capacity of 36" Sanitary Sewer set at TCEQ minimum slope is 6,348 gpm
 - Percentage utilization of 36" gravity sanitary sewer for Austin Colony is 6% (peak flow)
 - Total Firm Capacity (assumed) of LS No. 7 is 2,380 gpm
 - Based on the assumed capacity of the lift station, the percent utilization of LS No. 7 pumping capacity and 18" force main for Austin Colony is 17% (peak flow)
 - Fee for sewer service is \$850.55 per ESU

Therefore, the combined cost per ESU (water and wastewater) will be approximately \$1,387.25. The total fee for the projected 558 homes for Austin Colony is approximately \$774,085.50. It is noted that any changes in the projected number of ESUs will need to be updated accordingly in the CAF review. Additionally, proposed ESUs for clubhouses or pools were not considered and shall be included accordingly in the total ESU projection for the proposed Austin Colony Subdivision.

ATTACHMENTS

Appendix A – Capacity Acquisition Fee Calculations

Exhibit 1 – Water Model System Map (Before Development – Available Fire Flow and Pressure)

Exhibit 2 – Water Model System Map (After Development – Available Fire Flow and Pressure)

Exhibit 3 – Wastewater System Map (Austin Colony Subdivision Sanitary Sewer Trace)

APPENDIX A - PROPOSED COST PER CONNECTION

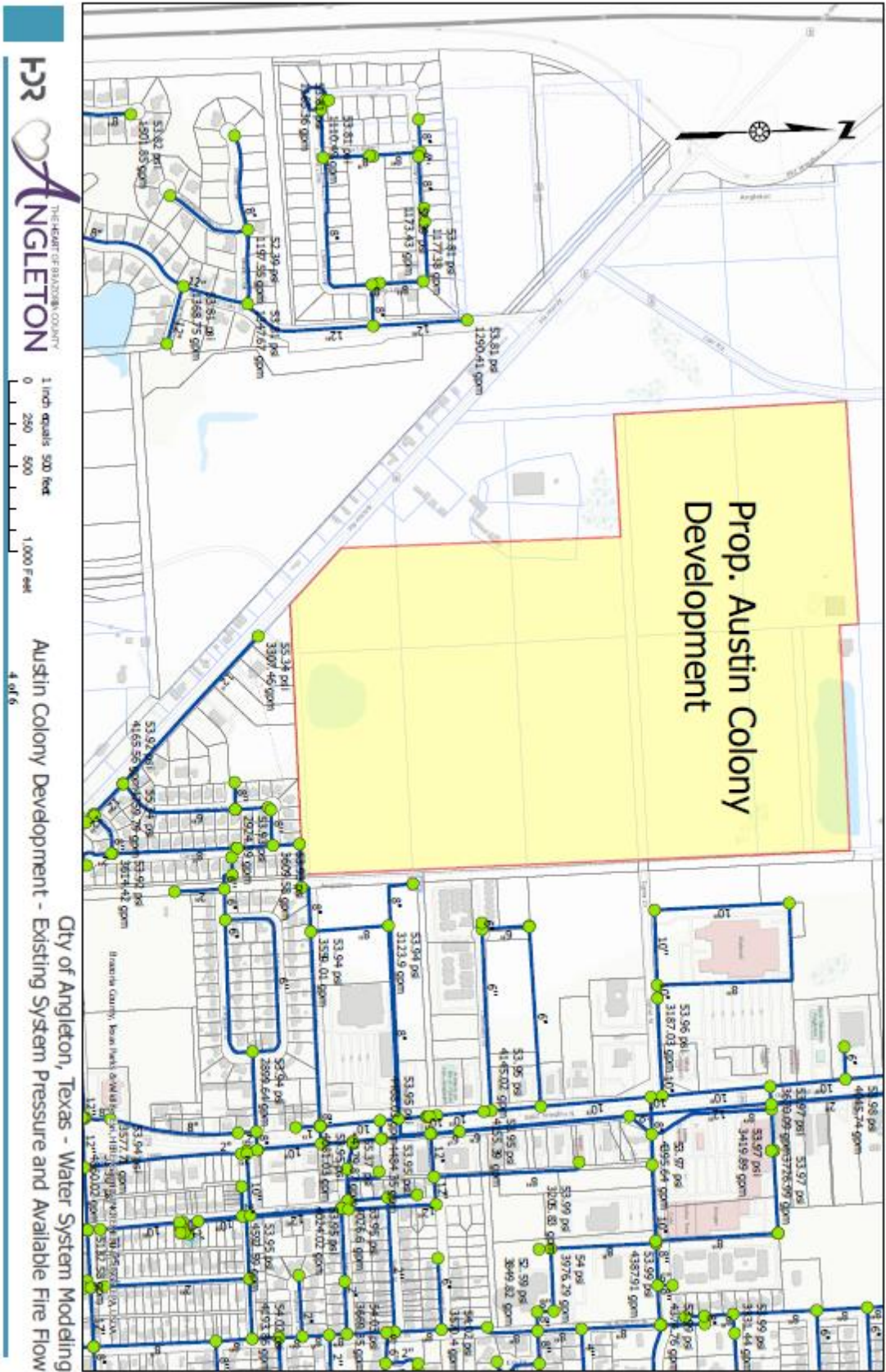
Water Plants								
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 300 gpd)
Henderson Water Plant								
1 MG GST	\$ 2,000,000	1988	4513	\$ 825,992	1	\$ 825,992		
750 gpm pump	\$ 51,250	2006	7751	\$ 36,304	2	\$ 72,608		
850 gpm pump	\$ 51,250	2010	8802	\$ 41,227	3	\$ 123,680		
Total Henderson Water Plant						\$ 1,022,280	3,672,000	\$83.52
Chenango Water Plant								
1 MG GST	\$ 2,000,000	1953	600	\$ 109,669	1	\$ 109,669		
850 gpm pump	\$ 51,250	2005	7446	\$ 34,875	3	\$ 104,626		
Total Chenango Water Plant						\$ 214,296	3,672,000	\$17.51
Jamison Water Plant								
450k GST	\$ 987,500	2009	8570	\$ 773,430	1	\$ 773,430		
850 gpm pump	\$ 51,250	2015	10035	\$ 47,002	3	\$ 141,005		
10k Hydro Tank	\$ 77,500	2009	8570	\$ 60,700	2	\$ 121,399		
Total Jamison Water Plant						\$ 1,015,835	3,672,000	\$94.63
Water Well #11	\$ 1,062,500	1985	4195	\$ 407,347	1	\$ 407,347	1,224,000	\$99.84
Total Cost Per Connection for Water Purchased From Braxcoport Water Authority (BWA)								
								\$536.70

Wastewater Plants								
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 250 gpd)
Oyster Creek Sanitary Sewer Treatment Plant	\$ 36,000,000	1980	3337	\$ 10,163,165	1	\$ 10,163,165	3,000,000	\$ 719.90

Wastewater Infrastructure								
Asset Name	Current Construction Cost Estimate	Est. Year Constructed	ENR Value for Construction Year	Estimated Construction Cost in Year of Construction	% of Capacity	Total Estimated Construction Cost	Development ESU's	Cost per ESU (1 ESU = 250 gpd)
Gravity Sewer								
24" Main (2,740 feet)	\$ 753,500	1970	1381	\$ 80,754	14%	\$ 12,495		\$ 22.39
30" Main (390 feet)	\$ 165,750	1970	1381	\$ 19,963	6%	\$ 1,243		\$ 2.23
Total Gravity Sewer						\$ 13,738		\$ 24.62
Force Mains								
18" Force Main (12,300 feet)	\$ 3,807,900	1970	1381	\$ 217,749	17%	\$ 36,102	558	\$ 64.81
Total Force Mains						\$ 36,102		\$ 64.81
Lift Station								
No. 7	\$ 1,150,000	1970	1381	\$ 138,510	17%	\$ 23,002		\$ 41.22
Total Lift Station						\$ 23,002		\$ 41.22
Total Wastewater Infrastructure						\$ 72,902		\$ 130.65

Total Estimated Cost Per Wastewater Connection								\$850.55
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¹ The City purchases approximately 1.8 MGD from BWA which is provided at a rate of \$3.12 per 1,000 gallons. Therefore, one (1) ESU or 300 gallons, is approximately \$0.94.
² The cost shown is the adopted flat fee per ESU for water service.
³ The cost shown is taken by dividing the current construction cost estimate by the 2020 ENR Value of 11466.



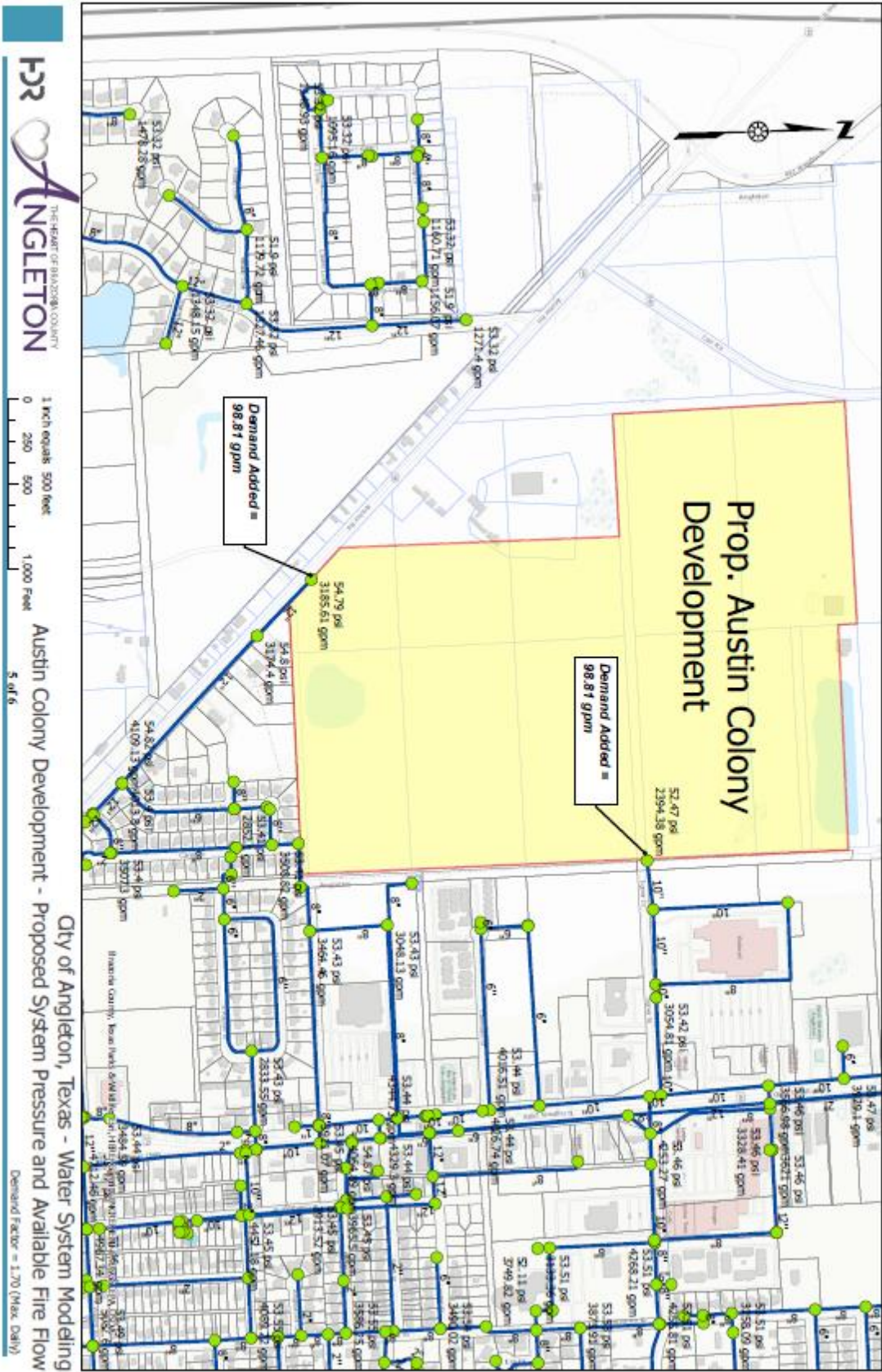




EXHIBIT “D-1”

PID PETITION

PETITION FOR CREATION OF

AUSTIN’S COLONY PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF ANGLETON, TEXAS:

COMES NOW Leah Tigner, as Independent Executrix of the Estate of John Hughes Tigner, III, Deceased, and Williams Marshall Tigner, II and Tiffany Aleece Tigner Schlensker with a reservation of Life Estate of Williams Marshall Tigner, (“Owners”), the owners of a parcel or parcels of taxable real property, and pursuant to Section 372.005 of the Texas Local Government Code (the “Act”), who hereby petition the City of Angleton, Texas (“City”), to conduct a hearing on this Petition and to create a Public Improvement District pursuant to Chapter 372, Texas Local Government Code, as amended, to be known as “Austin’s Colony Public Improvement District” (the “District”). In support of same, Owners would respectfully show the following:

I.

The boundaries of the proposed District are set forth in Exhibit “A” attached hereto and incorporated by reference herein.

II.

The general nature of the proposed public improvements (the “Improvements”) are: (i) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) landscaping; (iv) the establishment or improvement of parks; (v) erection of fountains, distinctive lighting, and signs; (vi) projects similar to those listed in (i)-(v); (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (viii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (ix) payment of expenses incurred in the establishment, administration, and operation of the District, including the costs of financing the public improvements listed above.

III.

The estimated total cost of the proposed Improvements is \$30,000,000.00.

IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those public Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those public Improvements (including interest).

V.

All of the cost of the proposed Improvements shall be apportioned to and paid by assessment of the property within the District. The City will pay none of the costs of the proposed Improvements. Any remaining costs of the proposed Improvements will be paid from sources other than assessment of the property within the District.

VI.

The management of the District will be by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition request the establishment of the District.

VIII.

It is proposed that an advisory body not be established to develop and recommend an improvement plan to the governing body of the City.

IX.

The persons or entities (through authorized representatives) signing this Petition are also owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who: (a) constitute more than fifty percent (50%) of all record owners of property that are liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

X.

This Petition will be filed with the City Secretary, City of Angleton, Texas.

XI.

This Petition may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts will collectively constitute one Petition.

EXHIBIT A

PETITION FOR CREATION OF

AUSTIN'S COLONY PUBLIC IMPROVEMENT DISTRICT

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;

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.

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

EXHIBIT "D-2"
RESOLUTION CREATING THE PID

SUGGESTED THE 8/24/21 RESOLUTION BE ATTACHED INSTEAD

MINUTES AND CERTIFICATION FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

I, the undersigned City Secretary of the City of Angleton, Texas (the "City"), do hereby certify as follows:

- 1. The City Council for the City convened in regular meeting on the ____ day of ____, 2021 in the regular meeting place of the City Council at _____, Angleton, Texas, and the roll was called of the duly constituted officials and members of said Council, to wit:

Mayor
Mayor Pro-Tem
Councilmember
Councilmember
Councilmember
Councilmember

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting:

A RESOLUTION OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING AND CREATING AUSTIN'S COLONY PUBLIC IMPROVEMENT DISTRICT, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

AYES: —
NOES: —
ABSTENTIONS: —

- 2. That a true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting; and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place, and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED on the _____ day of _____, 2021.

(Seal)

_____, City Secretary
Angleton, Texas

**CITY OF ANGLETON, TEXAS
RESOLUTION NO. _____
SEE COMMENT ABOVE REGARDING 8/24/21 RESOLUTION**

WHEREAS, the City of Angleton, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code (the “Act”), to create a public improvement district within its corporate limits or extraterritorial jurisdiction;

WHEREAS, on _____, _____ (the “Owner”), submitted and filed with the City Secretary of the City of Angleton, Texas, a petition (the “Petition”), requesting the establishment of a public improvement district to include the Property (hereinafter defined), owned by the Owner and to be known as “Austin’s Colony Public Improvement District” (the “District”);

WHEREAS, the City Council of the City (the “City Council”), has investigated and determined that the facts contained in the Petition are true and correct;

WHEREAS, the District will include the approximately ___ acres owned by the Owner and currently located wholly within the corporate limits of the City (the “Property”), and more particularly described and depicted on **Exhibit A**;

WHEREAS, after providing all notices required by the Act, the City Council, on _____ conducted a public hearing on the advisability of the improvements and services; and

WHEREAS, the City Council adjourned and closed the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

Section 2. The Petition submitted to the City by the Owner was filed with the City Secretary and complies with Subchapter A of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006 and 372.009, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on _____, hereby finds and declares:

(a) Advisability of the Proposed improvements. It is advisable to create the District to provide the Authorized Improvements (hereinafter defined). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by the

Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (i) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) landscaping; (iv) the establishment or improvement of parks; (v) erection of fountains, distinctive lighting, and signs; (vi) projects similar to those listed in (i)-(v); (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (viii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (ix) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i)-(viii) above, including costs of establishing, administering and operating the District (including on-going maintenance) (collectively, the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

(c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements is \$30,000,000.00.

(d) Boundaries of Proposed District The boundaries of the District shall contain the Property.

(e) Proposed Method of Assessments. The City shall levy assessments within the District in a manner that will result in each parcel paying its fair share of the costs of the Authorized Improvements provided with the assessments based on the special benefits received by the property from the Authorized Improvements and property equally situated paying equal shares of the costs of the Authorized Improvements.

(f) Apportionment of Cost Between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds.

(g) Management of the District. The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(h) Advisory Board. The District shall be managed without the creation of an advisory body.

Section 4. The District is hereby authorized and created as a Public Improvement District under the Act in accordance with the finding as to the advisability of the Authorized Improvements contained in this Resolution and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the _____, a newspaper of general circulation in Brazoria County, Texas. Effective upon the publication of such notice, such authorization shall take effect and the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED AND APPROVED on this _____ day of _____, _____.

Mayor
City of Angleton, Texas

ATTEST:

City Secretary
City of Angleton, Texas

EXHIBIT "A"

PROPERTY DESCRIPTION

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. Journey and Elizabeth Journey 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;

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

EXHIBIT “D-3”

PUBLIC IMPROVEMENTS TO BE CONSTRUCTED WITH PID FUNDS

What about Appendix A----Need to have something here not just refer to SAP

The Public Improvements and costs are estimates and final Public Improvements and costs shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.

1. There are circumstances specific to the property that create an undue hardship that generally do not apply to surrounding properties; such as, but not limited to, its shape, or topography;

There are no physical circumstances specific to the property that create an undue hardship. Timing of the improvements could be considered a “hardship” as construction of the roads places a greater burden on Section 1 than other sections of the project.

2. Special consideration is necessary to allow an applicant the same right of use enjoyed under the LDC by surrounding properties;

The applicant’s proposal is a special consideration that is necessary to the project.

3. Consideration is unique to the subject property and would not generally set an adverse precedent for other applications;

The consideration is unique to the subject property. A variance would not generally set an adverse precedent for other applications.

4. The hardship was not created by the applicant; and

The applicant proposed the land plan showing the roads as part of Section 1. The proposal is an attempt to progress through the process as efficiently as possible in a cost-effective manner.

5. A variance would not be detrimental to any adjacent properties or to public health and safety.

It is hard to imagine how this variance would be detrimental to any adjacent properties or to public health and safety.

The Planning and Zoning Commission considered this item on December 2, 2021, and voted 3 in-favor, 4 opposed,) absent/abstain on a motion to approve the Austin Colony Section 1 Final Plat and variance subject to the conditions as detailed in Attachment 4.

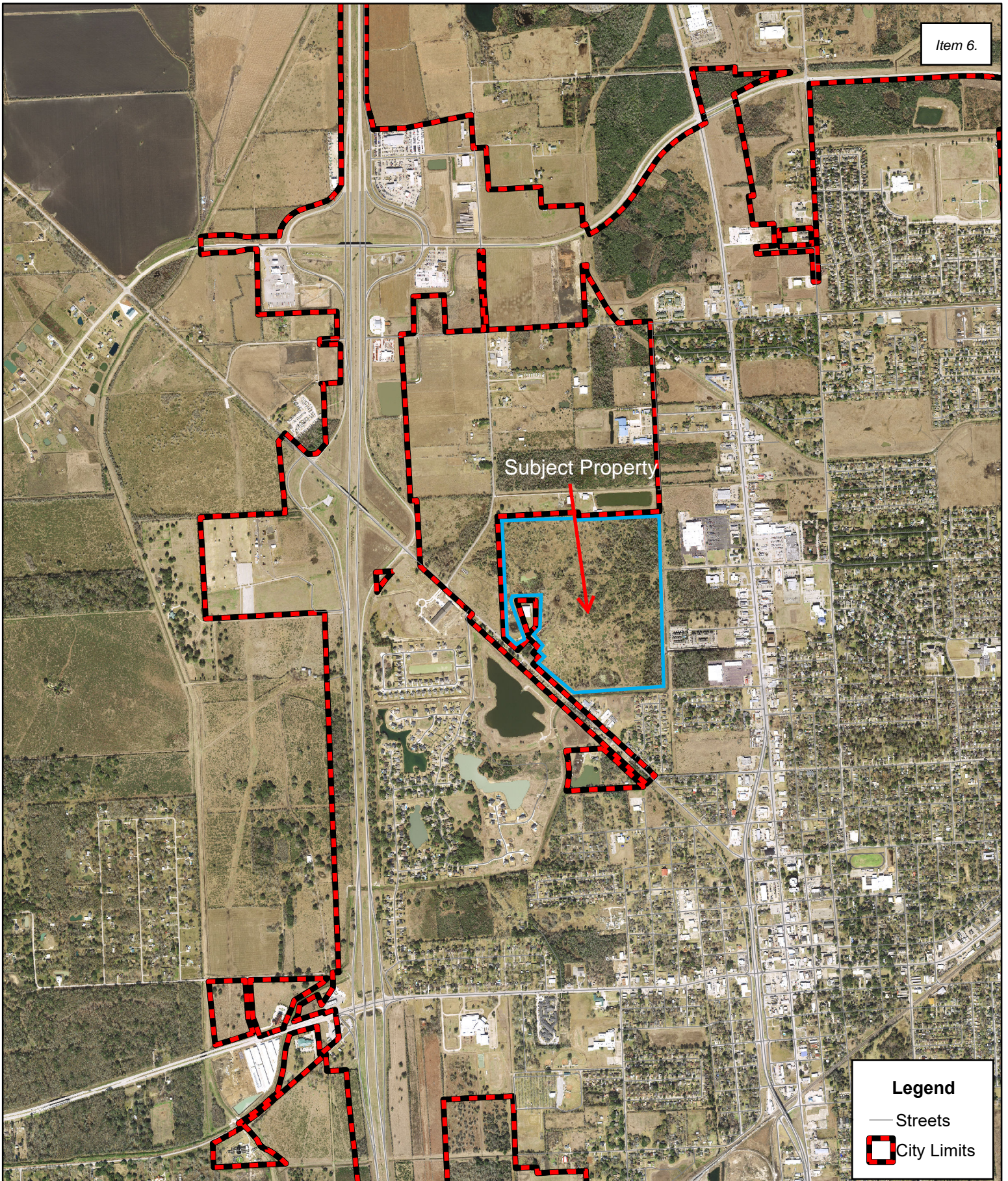
RECOMMENDATION:

Staff recommends approval of the Austin Colony Section 1 Final Plat and variance subject to the conditions as detailed in Attachment 4.

SUGGESTED MOTION:

I move we approve the Austin Colony Section 1 Final Plat and variance subject to the conditions as detailed in Attachment 4.

Item 6.



Subject Property

Legend

- Streets
- ▣ City Limits

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

December 1, 2021

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

Re: On-Going Services
Plan Review of Austin Colony Subdivision Sec. 1 – 2nd Submittal Review
Angleton, Texas
HDR Job No. 10283980

Dear Mr. Reeves:

HDR Engineering, Inc. (HDR) has reviewed the civil site construction plans for the above referenced property and offers the following exceptions noted:

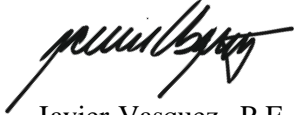
1. It is noted that the proposed development shown on the construction plans shall incorporate all requirements found in the final executed Development Agreement for Austin Colony Subdivision.
2. Sheet 6 – P&P Tigner Street STA. 0+00 to 5+00
 - a. For location noted, update the labeling for the water line size from 8” to 12”.
3. Sheet 11 – P&P Republic Loop STA. 5+00 to 9+00
 - a. Correct the labeling for MH-8 to the indicated area on the plans.
4. Sheet 14 – P&P Republic Loop STA. 19+00 to 24+40
 - a. For the paving elevation shown near STA. 23+68, verify and update elevation shown. Sheet 27 (Intersection Layout) shows EL= 27.20.
5. Sheet 15 – P&P Republic Loop STA. 24+40 to 28+39
 - a. Curb ramps shown to be aligned for accessible route crossing.
 - b. Notate the 10-ft PUE shown on the plan.
6. Sheet 19, 19a – P&P Offsite Waterline STA. 4+40 to 10+00 (Sheets 1 & 2)
 - a. Proposed water line to be 5-ft offset from the proposed utility easement.
 - b. Coordination shall be made prior to construction to provide the proposed line segment running in front of Lot 1(Angleton Meadows Business Park) within a utility easement.
7. Sheet 21– Proposed Utilities
 - a. For locations noted, update the labeling for the water line size from 8” to 12”.
8. Sheet 34 – Storm Sewer Manhole Construction Details SL-04
 - a. Logo/lettering to be for City of Angleton on manhole covers.
9. Sheet 47 – Concrete Pavement Construction Details SL-21
 - a. Include information on detail sheet for paving sections to be used for this subdivision, taken from the geotechnical recommendations (i.e. material, thickness, and percentage of lime).

HDR takes no objection to the Austin Colony Subdivision Sec. 1 civil construction plans with the exceptions noted. Please note, this does not necessarily mean that the entire drawings, including all supporting data and calculations, has been completely checked and verified; however, the drawings and calculations are signed, dated, and sealed by a professional engineer licensed to practice in the State of Texas, which therefore conveys the engineer's responsibility and accountability.

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

Sincerely,

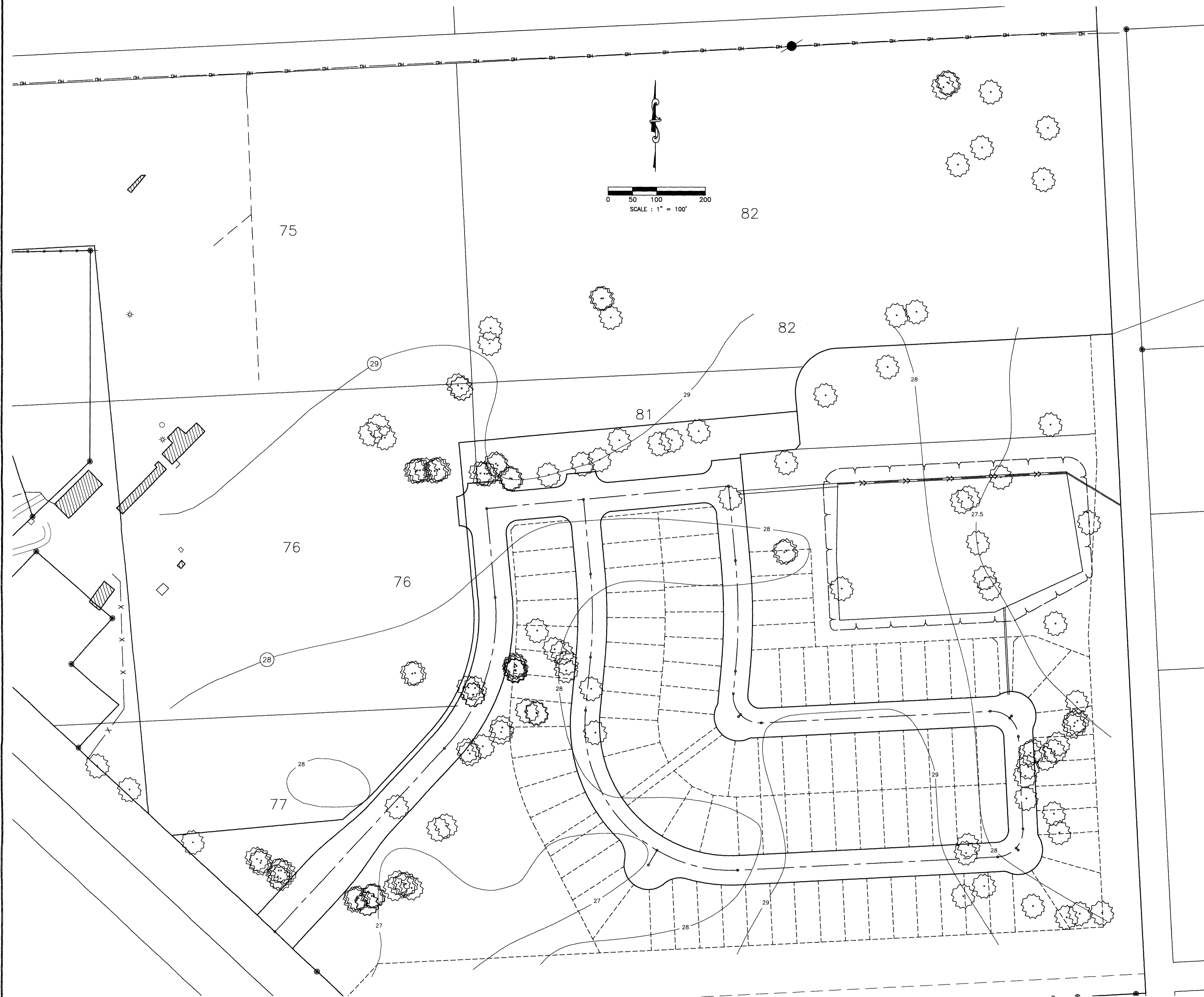
HDR Engineering, Inc.



Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10283980)

Attachments



AUSTIN COLONY SECTION 1 HERITAGE TREES

THERE ARE NO LIVE OAK OR PECAN TREES IN THE AREA SURVEYED.

TOTAL NUMBER OF HERITAGE TREES = 0
TOTAL CALIPER OF HERITAGE TREES = 0

TREE SYMBOLS SHOWN ON THIS DRAWING REPRESENT TREES HAVING 12" DIAMETER TRUNKS AT 4.5' ABOVE GROUND.

THE VARIETY OF TREES TIED IN CONSISTED OF:

- BIRCH
- BUR OAK
- ELM
- HACKBERRY
- POST OAK
- SYCAMORE
- CHINESE TALLOW
- WATER OAK

NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED DR
 DRAWN
 CHECKED
 DATE

B & L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 4005 TECHNOLOGY DRIVE, SUITE 1530
 ANGLETON, TEXAS 77515 (979) 849-6881
 REG. NO. F-825

STATE OF TEXAS
 DOUGLAS B. ROESLER
 56739
 REGISTERED PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by Douglas B. Roesler P.E. 56739
 Date: 11-11-21

OWNER:
Wayne L. "Sandy" Rea, II
Tejas Viejo Land Company
1306 Marshall Street
Houston, Texas 77006
 waynerea@swbell.net (713) 993-6453

PLAN:
 PROFILE:
 HORIZONTAL:
 VERTICAL:

PROJECT:
 Austin Colony Subdivision
 Section 1 - 100 Lots
 CR 44 (Anchor Road), Angleton TX

HERITAGE TREE PRESERVATION PLAN
 PROJECT NO. 14997
 LS-167

Tejas Angleton Development, L.L.C.

1306 Marshall Street Houston, Texas 77006

waynerea@swbell.net

(713) 993-6453

November 4, 2021

Mr. Walter Reeves Jr., AICP
Development Services Director
City of Angleton
121 S. Velasco Street
Angleton, Texas 77515

Re: Austin Colony Section 1 Variance Request

Dear Mr. Reeves ,

The Final Plat for Austin Colony Section 1 includes 100 lots with associated interior roadways, utilities, drainage, detention and Austin Colony Boulevard from County Road 44 to the entrance to Section 1. The extension of Austin Colony Boulevard North to the intersection with Tigner Street and the extension of Tigner Street from end of pavement behind Walmart to the intersection of Tigner Street and Austin Colony Boulevard is referred to as ACB/TS and shall have separate construction plans and Final Plat. The development of ACB/TS shall commence after the 50th building permit is issued for Section 1

Tejas Angleton Development, L.L.C., requests a variance to the Land Development Code, Public Access to Subdivisions, Section 23-11.1. The variance request will consist of the following:

1. Allow the Austin Colony Boulevard entry into Section 1 as a single access point for the first 50 lots issued for building permits. As listed in Section 23-11.2 , median width is a minimum of 6' (ours is 30'), boulevard length is a minimum of 75' (ours is 250') and roadways must be adequate for emergency vehicles which is a minimum of 20' (ours is 24').
2. During construction of the civil portion of Austin Colony Section 1, the construction plans and Final Plat will be developed for ACB/TS. Tigner Street will ultimately be a boulevard with a median and 24' wide lanes in each direction. For Section 1's development only, Tigner Street will be one 24-lane road. We anticipate that

the 2nd half of the Tigner Street boulevard will be built and completed as part of Section 3.

3. After the issuance of Section 1's 50th building permit, ACB/TS construction must begin before additional building permits are issued and completed before the 100th building permit is issued in Section 1. Completion of these roadways will provide the second access for the completed Austin Colony Section 1 (100 lots). This connection to Tigner Street will be for emergency access only. The remaining 24' wide roadway will be open to traffic after the first 50 building permits of Section 2 are issued.
4. In lieu of a bond or other surety equal to 125% of the estimated construction costs for ACB/TS, Tejas Angleton Development, L.L.C. will establish an escrow account with \$650,000 to guarantee the construction of ACB/TS. Before the first building permit is issued, the escrow account will be funded with \$650,000.

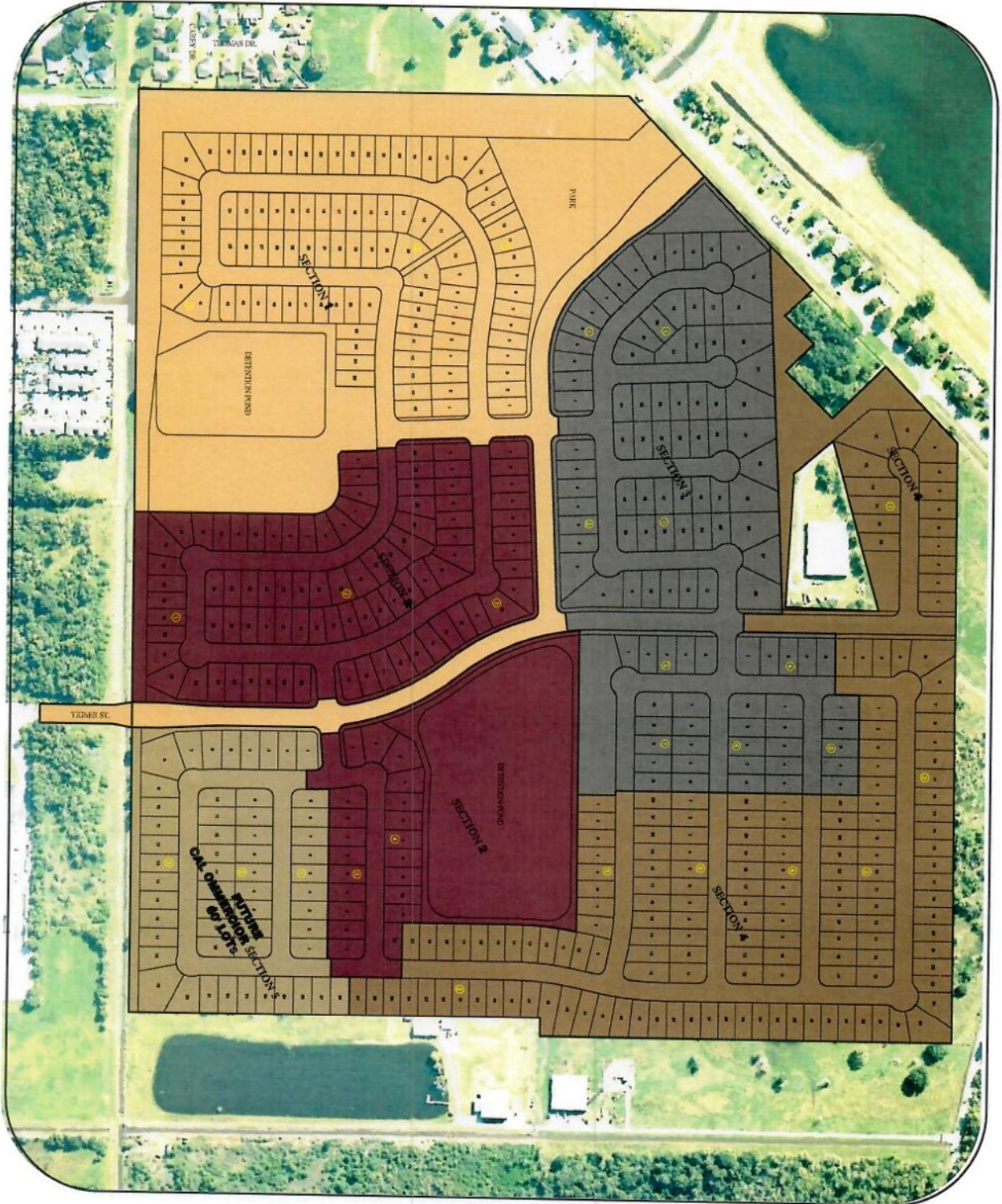
If you have any questions or require further information, please let us know.

Sincerely,

Tejas Angleton Development, L.L.C.



Wayne L. Rea II
Manager



LOT SUMMARY

- PHASE - 1**
100 LOTS
 - PHASE - 2**
108 LOTS
 - PHASE - 3**
100 LOTS
 - PHASE - 4**
109 LOTS
 - PHASE - 5**
58 LOTS
- TOTAL LOTS**
533 LOTS
- 100 - 58 LOTS
 - 219 - 55 LOTS
 - 211 - 67 LOTS

Austin Colony
Subdivision

164.50 ACRES OF LAND
3 PHASES
533 LOTS



Staff recommends approval of Phase II of the Kiber Reserve subdivision Preliminary Plat and plans subject to the City's receipt of resubmitted plat and plans with comments cleared prior to the regular City Council meeting on December 14, 2021.

SUGGESTED MOTION:

I recommend we approve Phase II of the Kiber Reserve subdivision preliminary replat and plans subject to the City's receipt of resubmitted plat and plans with comments cleared prior to the regular City Council meeting on December 14, 2021.

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

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 Easements 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, parkways, 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 CHARLES VON SCHMIDT 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 purpose and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____.

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.

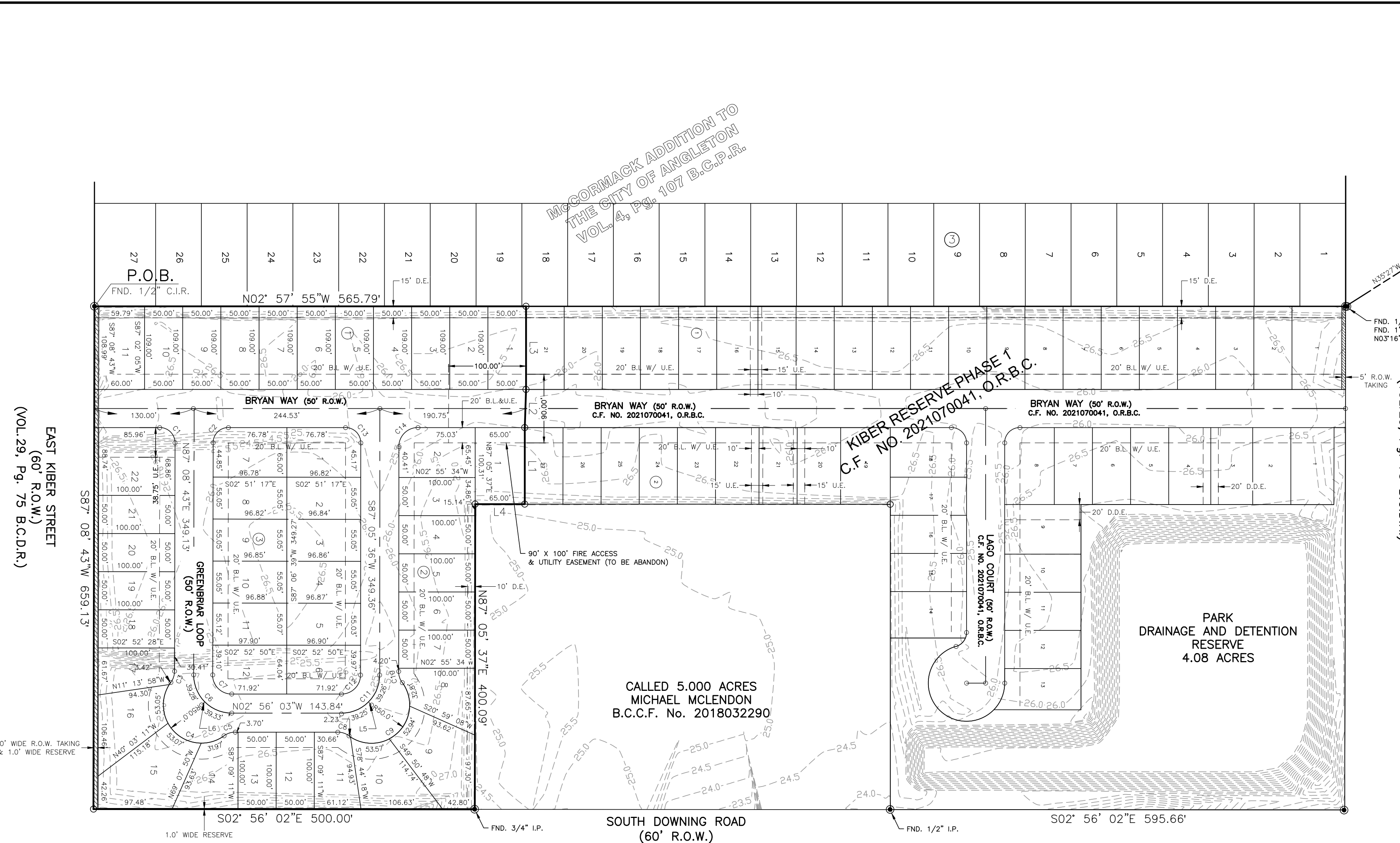
Notary Public State of Texas

KNOW ALL MEN BY THESE PRESENTS: That I, Miguelangel A. Saucedo, 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.

KNOW ALL MEN BY THESE PRESENTS: That I, Luther J. Daly, 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: Miguelangel A. Saucedo DATE PROFESSIONAL ENGINEER TEXAS REGISTRATION NO. 121992

SIGNED: LUTHER J. DALY DATE REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6150



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, parkways, 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 CHARLES VON SCHMIDT 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 purpose and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ____ day of _____.

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

KNOW ALL MEN BY THESE PRESENTS: That I, Miguelangel A. Saucedo, 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.

KNOW ALL MEN BY THESE PRESENTS: That I, Luther J. Daly, 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: Miguelangel A. Saucedo DATE PROFESSIONAL ENGINEER TEXAS REGISTRATION NO. 121992

SIGNED: LUTHER J. DALY DATE REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 6150

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

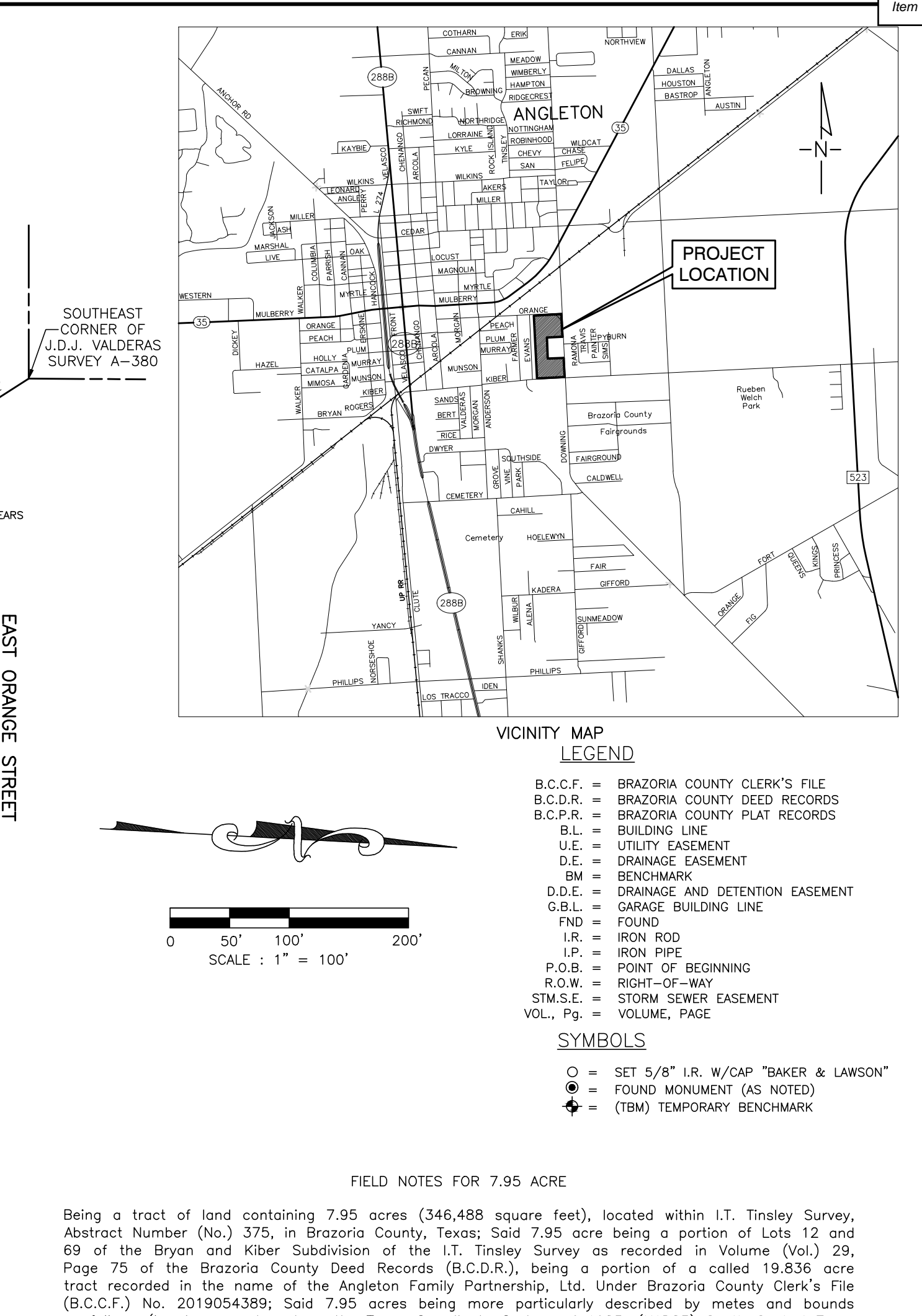
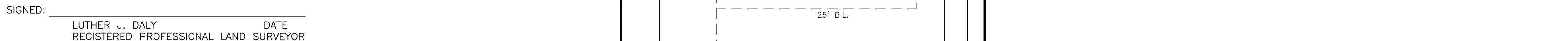
- 1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETION DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETION 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

Curve Table and Line Table with columns for Curve No., Length, Radius, Delta, Chord Bearing, Chord Distance, Line No., Length, Direction.



FIELD NOTES FOR 7.95 ACRE

Being a tract of land containing 7.95 acres (346,488 square feet), located within I.T. Tinsley Survey, Abstract Number (No.) 375, in Brazoria County, Texas; Said 7.95 acre being a portion of Lots 12 and 69 of the Bryan and Kiber Subdivision of the I.T. Tinsley Survey as recorded in Volume (Vol.) 29, Page 75 of the Brazoria County Deed Records (B.C.D.R.), being a portion of a called 19.836 acre tract recorded in the name of the Angleton Family Partnership, Ltd. Under Brazoria County Clerk's File (B.C.C.F.) No. 201905A389; Said 7.95 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 1/2-inch iron rod with cap found on the north line of East Kiber Street (sixty feet wide, Vol. 29, Pg. 75 B.C.D.R.), at the southeast corner of Lot 27, Block 3 of the McCormack Addition to the City of Angleton, a subdivision recorded under Vol. 4, Pg. 107 of the Brazoria County Plat Records (B.C.P.R.), for the southwest corner of said 19.836 acre tract and the herein described tract;

THENCE, with the east line of said McCormack Addition and the west line of said 19.836 acre tract, North 02 degrees 57 minutes 55 seconds West, a distance of 565.79 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for the northwest corner of the herein described tract;

THENCE, through and across said 19.836 acre tract, the following three (3) courses: 1. North 87 degrees 02 minutes 05 seconds East, a distance of 109.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;

2. North 88 degrees 48 minutes 26 seconds East, a distance of 50.02 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an angle point;

3. North 87 degrees 05 minutes 37 seconds East, a distance of 100.33 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the west line of a called 5.000 acre tract recorded in the name of Michael McLendon under B.C.C.F. No. 2018032290, for the north-northeast corner of the herein described tract;

THENCE, with the west line of said 5.000 acre tract, South 02 degrees 56 minutes 59 seconds East, a distance of 85.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of said 5.000 acre tract, for an interior corner of the herein described tract;

THENCE, with the south line of said 5.000 acre tract, North 87 degrees 05 minutes 37 seconds East, a distance of 400.09 feet to a 3/4-inch iron pipe found on the east R.O.W. line of South Downing Road (sixty feet wide per Vol. 29, Page 75 B.C.D.R.), at the southeast corner of said 5.000 acre tract, for the northeast corner of the herein described tract;

THENCE, with the west R.O.W. line of said South Downing Road, South 02 degrees 56 minutes 02 seconds East, a distance of 500.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northwest corner of the intersection of said South Downing Road and East Kiber Street, for the southeast corner of the herein described tract;

THENCE, with the north R.O.W. line of said East Kiber Street, South 87 degrees 08 minutes 43 seconds West, a distance of 659.13 feet to the POINT OF BEGINNING and containing 7.95 acres of land.

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 48039C0445K, 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: TXDOT L200203 A 5/8" I.R. WITH ALUMINUM CAP SET IN CONCRETE AT THE SOUTHEAST CORNER OF THE INTERSECTION OF S.H. 35 AND SOUTH DOWNING ROAD AND 121' EAST OF THE CENTERLINE OF SOUTH DOWNING ROAD. ELEVATION = 25.74 FEET NGVD29 4. 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. 5. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETION AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS. 6. 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. 7. NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETION IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT. 8. 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. 9. 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 ANGLETION MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD. 10. SIDEWALKS SHALL BE REQUIRED PER ANGLETON LDC SEC. 23.14 - SIDEWALKS AND ACCESSIBILITY. 11. A MINIMUM OF TWO PARKING SPACES ON THE SAME LOT AS THE MAIN STRUCTURE AND ON A PAVED DRIVEWAY HAVING A MINIMUM LENGTH OF 20 FEET AS MEASURED FROM THE STREET RIGHT-OF-WAY LINE. 12. NOTICE: PRIVACY FENCING CROSSING PERPENDICULAR TO THE 15' DRAINAGE EASEMENT SHALL PROVIDE ADEQUATE OPENING (1 S.F. MINIMUM) FOR FLOW THROUGH FENCE OPENING. 13. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR PROPERTY OWNER ASSOCIATION TO MAINTAIN THE PARK, DETENTION, DRAINAGE, AND UTILITY RESERVE TRACT PER ANGLETON LDC REQUIREMENTS; SEC. 23-19 RESERVATIONS. 14. ALL REAR BUILDING LINES SHALL BE 10 FEET FROM PROPERTY LINE. SIDE BUILDING LINES SHALL BE 5 FEET FOR INTERIOR SIDE LOTS, 20 FEET FOR CORNER LOTS ON THE STREET, AND 25 FEET FOR KEY CORNER LOTS. THE FRONT BUILDING LINE SHALL BE 20 FEET. 15. THE PURPOSE OF THE 1.0 FT WIDE RESERVE IS TO RESTRICT DRIVEWAY ACCESS TO SOUTH DOWNING ROAD AND EAST KIBER STREET. 16. DETENTION FOR KIBER RESERVE PHASE II IS PROVIDED WITHIN THE KIBER RESERVE PHASE I DEVELOPMENT.

REVISOR:

PRELIMINARY REPLAT KIBER RESERVE PHASE II A 7.956 ACRE, 45-LOT, 3 BLOCK SUBDIVISION PORTION OF LOTS 12 AND 69, OF THE BRYAN AND KIBER SUBDIVISION, VOL. 29, Pg. 75 B.C.D.R. LOCATED IN THE I. T. TINSLEY SURVEY, ABSTRACT NO. 375 BRAZORIA COUNTY, TEXAS

Baker & Lawson, Inc. ENGINEERS • PLANNERS • SURVEYORS 4005 TECHNOLOGY DRIVE, SUITE 1530 ANGLETION, TEXAS 77515 OFFICE: (979) 849-6681 TBPLS NO. 10052500 REG. NO. F-825

PROJECT NO.: 13499 SCALE: 1" = 100' DRAWN BY: BWB DRAWING NO.: 13499 PLAT DATE: 11/29/2021 CHECKED BY: DRR

November 17, 2021

Mr. Chris Whittaker
Interim City Manager
City of Angleton
121 S. Vclasco
Angleton, TX 77515

Re: On-Going Services
Plat and Plan Review of Kiber Reserve Ph. 2 Subdivision – 1st Submittal Review
Angleton, Texas
HDR Job No. 20-007

Dear Mr. Whittaker:

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

Plat Review:

1. Use information from the most up-to-date FEMA FIRM panel for the project area. The current FIRM panel 48039C0445K was adapted on December 30, 2020.
2. Verify and remove certificate since detention is dedicated in Phase 1. Provide a plat note that references use of detention reserve found in Kiber Reserve Phase 1 plat.
3. Update Surveyor information on the Surveyor Plat Certificate.
4. Verify and revise the Angleton Drainage District plat certificate as noted on the attached review drawing.
5. Verify and revise the plat title to include all blocks shown.
6. Verify and revise the topographic information shown on Kiber Reserve - Phase 1.
7. Revise the sheet reference to Kiber Reserve Phase 1 to show it as an existing subdivision.
8. Provide (2) references of Bryan Way to show the Ph. 1 and Ph. 2 dedication accordingly.
9. Verify all private utility easements shown on the plat, per utility provider requirements.
10. Notate building line and 20-ft easement as noted in Phase 1 where noted on the attached review drawing.
11. Show the 38.75-ft U.E. on the plat as noted in construction plans.
12. Verify and provide a drainage easement for drainage swale along the portion noted on the attached review drawing near the 5.00 acres property (Michael McLendon).
13. Remove the portion of bold linework shown in Phase 1.

Plan Review:

General Comments

1. Verify locations of existing utilities from Kiber Reserve Subdivision Phase I record drawings.
2. Call out casing size and material.

Sheet 3 – Existing Condition

3. Use information from the most up-to-date FEMA FIRM panel for the project area. The current FIRM panel 48039C0445K was adapted on December 30, 2020.

Sheet 4 – P&P Bryan Way STA. 0+00 to 4+90

4. Alignment of existing water line does not match that shown in the record drawings for Phase I. The record drawings show two (2) 90° bends and a tapping sleeve and valve (TS&V) at the existing 8” AC pipe.
5. Call out casing material and size on water line.
6. Show the 38.75’ U.E. on the plat.

Sheet 5 – P&P Bryan Way STA. 4+90 to 10+20

7. Record drawings show a fire hydrant lead with a gate valve at Bryan Way STA 4+98.
8. Record drawings show a fire hydrant lead and gate valve at Bryan Way STA 9+50, near Inlets 13 and 14.

Sheet 8 – P&P Greenbriar Loop STA. 0+00 to 5+00

9. Call out casing material and size on water line.

Sheet 9 – P&P Greenbriar Loop STA. 5+00 to 10+02

10. Notate the single sanitary sewer service noted on the review drawing.

Sheet 12 – Utility Layout

11. Notate manholes in Phase 1 as “existing”.

Sheet 14 – Drainage Area Map

12. Notate directional arrows on the sheet to show direction of the proposed runoff in each drainage area.

Sheet 15 – Grading Plan

13. Show drainage easement on plat and plans for the “V” swale shown along the property line near the existing 5.00 acre tract.
14. Verify finished floor elevations for Phase 2 and update note shown.
15. Verify proposed elevations shown at the ditch along Downing Road and remove if no longer needed.
16. For the cross-section details noted on the sheet, include the reference locations on the plan drawing.

Sheet 22 – Pavement Markings, Mail Boxes, Street Signs, and Roadway Lighting Layout

17. Remove Note 4 shown if not applicable to the current Phase.
18. Show removal locations of the previously installed Type III barricades.
19. Provide an additional light where noted on Greenbriar Loop.

Sheet 34 – Concrete Pavement Construction Details SL-21

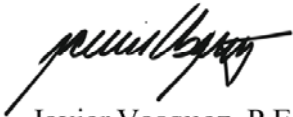
20. Notate geotechnical report in the detail notes. The minimum paving requirements shall apply to the street paving construction including 8-inch minimum thickness subgrade

The proposed plat and plans are incomplete. We are unable to complete the review until the recommended corrections/changes are made and the additional information requested is submitted. HDR recommends that the Kiber Reserve Subdivision Phase II plat and plans be Revised and Resubmitted.

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

Sincerely,

HDR Engineering, Inc.



Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10293241)

Attachments

Plat Review:

1. Use information from the most up-to-date FEMA FIRM panel for the project area. The current FIRM panel 48039C0445K was adapted on December 30, 2020.
UPDATED
2. Verify and remove certificate since detention is dedicated in Phase 1. Provide a plat note that references use of detention reserve found in Kiber Reserve Phase 1 plat.
REMOVED
3. Update Surveyor information on the Surveyor Plat Certificate.
UPDATED
4. Verify and revise the Angleton Drainage District plat certificate as noted on the attached review drawing.
CERTIFICATE REVISED
5. Verify and revise the plat title to include all blocks shown.
REVISED
6. Verify and revise the topographic information shown on Kiber Reserve - Phase 1.
TOPOGRAPHIC INFORMATION REVISED WITH DATA COLLECTED ON MARCH 10 2021.
7. Revise the sheet reference to Kiber Reserve Phase 1 to show it as an existing subdivision.
REVISED WITH RECORDING NUMBER
8. Provide (2) references of Bryan Way to show the Ph. 1 and Ph. 2 dedication accordingly.
ADDED
9. Verify all private utility easements shown on the plat , per utility provider requirements.
EASEMENTS UPDATED
10. Notate building line and 20-ft easement as noted in Phase 1 where noted on the attached review drawing.
ADDED
11. Show the 38.75-ft U.E. on the plat as noted in construction plans.
ADDED
12. Verify and provide a drainage easement for drainage swale along the portion noted on the attached review drawing near the 5.00 acres property (Michael McLendon).
EASEMENT ADDED TO PLAT AND PLAN
13. Remove the portion of bold linework shown in Phase 1.
REMOVED

Plan Review:

General Comments

1. Verify locations of existing utilities from Kiber Reserve Subdivision Phase I record drawings.
EXISTING WATERLINE ADDED TO DRAWINGS.
2. Call out casing size and material.
ADDED TO AFFECTED SHEETS

Sheet 3 – Existing Condition

3. Use information from the most up-to-date FEMA FIRM panel for the project area. The current FIRM panel 48039C0445K was adapted on December 30, 2020.
REVISED

Sheet 4 – P&P Bryan Way STA. 0+00 to 4+90

4. Alignment of existing water line does not match that shown in the record drawings for Phase I. The record drawings show two (2) 90° bends and a tapping sleeve and valve (TS&V) at the existing 8” AC pipe.
EXISTING WATERLINE DECIPTION REVISED
5. Call out casing material and size on water line.
ADDED

6. Show the 38.75' U.E. on the plat.

ADDED

Sheet 5 – P&P Bryan Way STA. 4+90 to 10+20

7. Record drawings show a fire hydrant lead with a gate valve at Bryan Way STA 4+98.

LOCATION OF EXISTING AND NEW HYDRANTS CHANGED ON ALL PLAN AND PROFILE SHEETS AND ON UTILITY LAYOUT

8. Record drawings show a fire hydrant lead and gate valve at Bryan Way STA 9+50, near Inlets 13 and 14.

LOCATION OF EXISTING HYDRANT UPDATED

Sheet 8 – P&P Greenbriar Loop STA. 0+00 to 5+00

9. Call out casing material and size on water line.

ADDED

Sheet 9 – P&P Greenbriar Loop STA. 5+00 to 10+02

10. Notate the single sanitary sewer service noted on the review drawing.

ADDED

Sheet 12 – Utility Layout

11. Notate manholes in Phase 1 as “existing”.

ADDED

Sheet 14 – Drainage Area Map

12. Notate directional arrows on the sheet to show direction of the proposed runoff in each drainage area.

ADDED

Sheet 15 – Grading Plan

13. Show drainage easement on plat and plans for the “V” swale shown along the property line near the existing 5.00 acre tract.

10' D.E. ADDED TO PLAT AND PLAN

14. Verify finished floor elevations for Phase 2 and update note shown.

STATEMENT REVISED TO NOTATE KIBER RESERVE, NOT KIBER RESERVE PHASE I

15. Verify proposed elevations shown at the ditch along Downing Road and remove if no longer needed.

REMOVED

16. For the cross-section details noted on the sheet, include the reference locations on the plan drawing.

CROSS SECTIONS REMOVED. SECTIONS WERE PREPARED FOR THE HOMEBUILDER.

Sheet 22 – Pavement Markings, Mail Boxes, Street Signs, and Roadway Lighting Layout

17. Remove Note 4 shown if not applicable to the current Phase.

REMOVED

18. Show removal locations of the previously installed Type III barricades.

ADDED

19. Provide an additional light where noted on Greenbriar Loop.

ADDED

Sheet 34 – Concrete Pavement Construction Details SL-21

20. Notate geotechnical report in the detail notes. The minimum paving requirements shall apply to the street paving construction including 8-inch minimum thickness subgrade

NOTE WAS ADDED TO SHEET 36, WHICH IS FOR ROAD CROSS SECTIONS WITH A RESIDENTIAL CURB. GEOTECH RECOMMENDS 6" OR 8" LIME STABILIZED. STATEMENT ON CIVIL PLANS WILL REQUIRE 8" LIME STABILIZED.

ADDITIONAL NOTES.

WATERLINE AND SANITARY MAIN WAS MOVED CLOSER TO THE BACK OF CURB ALONG GREENBRIAR LOOP. FEEDBACK FROM THE ELECTRIC COMPANY RECOMMENDED THAT WE MOVE THE LINE CLOSER TO CURB.

HATCHING ADDED TO SANITARY PROFILE FOR BETTER VISIBILITY.



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 14, 2021

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

AGENDA CONTENT: Discussion and possible action on the Final Replat of the Brazoria County Courthouse Expansion project. The subject property spans four city blocks, or 11.361 acres, surrounded by Cedar Street to the north, Front Street to the west, Arcola Street to the east, and E. Locust Street to the south and encompasses the following addresses: 135 W. Live Oak St., 130 W. Live Oak St., 111 E. Locust St., 100 E. Cedar St. and 237 E. Locust St. All subject property addresses are within the Central Business District (CBD) zoning district.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

This is a request for approval of the final replat of 11.361 acres in the Central Business District (CBD) zoning district. Staff comments were provided to the applicant on November 24, 2021. Attached are the comments from City staff and the City Engineer. While there is a short list of outstanding comments provided from the City's Engineer review, staff feels this can be accomplished prior to the City Council meeting on December 14, 2021. Letters from the City Engineer and Angleton Drainage District are provided expressing no objections to the final re-plat or the grading drainage and detention plans for the Courthouse and parking expansion or new Emergency Preparedness Building.

The Planning and Zoning Commission met on December 2, 2021 and unanimously recommended approval subject to the condition that all comments are cleared prior to the City Council meeting on December 14, 2021 (7 in-favor/0 opposed/0 absent).

RECOMMENDATION:

Staff recommends approval of the Final Replat of the Brazoria County Courthouse Campus Expansion. Subject to the condition that all comments are cleared prior to the December 14, 2021, City Council Meeting.

SUGGESTED MOTION:

I move we approve the Final Replat of the Brazoria County Courthouse Campus Expansion. Subject to the condition that all comments are cleared prior to the December 14, 2021, City Council Meeting.



November 24, 2021

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

Re: On-Going Services
Plat Review of Brazoria County Courthouse Expansion Final Replat – 1st Submittal Review
Angleton, Texas
HDR Job No. 10283980

Dear Mr. Reeves:

HDR Engineering, Inc. (HDR) has reviewed the plat for the above referenced property and offers the following exceptions noted:

1. The Angleton Drainage District provided letters of approval, dated October 13, 2021, with stipulations noted and is provided as an attachment in this review. No additional action is required
2. Provide additional note for Unrestricted Reserve “A” regarding the existing detention area within the unrestricted reserve.
3. Revise utility easement text where noted on Unrestricted Reserve “B”.
4. Provide the final mylar with an updated submittal date (i.e., November 2021).

HDR takes no objection to the proposed Brazoria County Courthouse Expansion Final Replat with the exceptions noted. Please note, this does not necessarily mean that the entire drawings, including all supporting data and calculations, has been completely checked and verified; however, the drawings and supporting data are signed, dated, and sealed by a Registered Professional Land Surveyor licensed to practice in the State of Texas, which therefore conveys the surveyor's responsibility and accountability.

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

Sincerely,

HDR Engineering, Inc.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10283980)

Attachments

ANGLETON DRAINAGE DISTRICT

A Political Subdivision of the State of Texas
P.O. Box 2469, Angleton, Texas 77516-2469
Phone: (979) 849-2414 Fax: (979) 848-8160



October 13, 2021

MBCO Engineering, LLC
Daniel Rex, Project Manager
1505 Highway 6 S, Ste. 180
Houston, Texas 77077

Re: Grading, Drainage and Detention Plan for Brazoria County Courthouse and Parking Expansion.

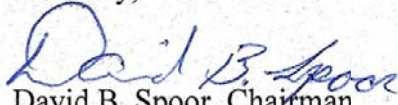
During the Regular Public Meeting of the Angleton Drainage District of October 12, 2021, the Board of Supervisors unanimously approved the grading, drainage and detention plan for the Brazoria County Courthouse and Parking Expansion as presented.

As presented, the Brazoria County courthouse and parking expansion will be on the property where the old First Baptist Church used to be. The county is currently tearing down the old church. This proposed development is in the detention free zone where no detention is required.

If any additional structures are added to this site in the future, a subsequent review by the Angleton Drainage District will be required to ensure there are no adverse impacts to adjacent landowners.

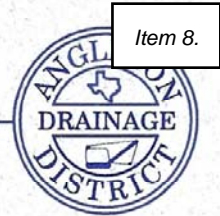
Approval of this grading, drainage and detention plan in no way represents that Brazoria County has complied with any federal, state, county or other law, statute, procedure or requirement of any type beyond the approval of the grading, drainage and detention plan approved, with the stipulations listed, if any, in this letter, by the District.

Sincerely,


David B. Spoor, Chairman
Angleton Drainage District

ANGLETON DRAINAGE DISTRICT

A Political Subdivision of the State of Texas
P.O. Box 2469, Angleton, Texas 77516-2469
Phone: (979) 849-2414 Fax: (979) 848-8160



October 13, 2021

MBCO Engineering, LLC
Daniel Rex, Project Manager
1505 Highway 6 S, Ste. 180
Houston, Texas 77077

Re: Grading and Drainage Plan
Brazoria County Expansion for the Emergency Preparedness Building

During the Regular Public Meeting of the Angleton Drainage District of October 12, 2021, the Board of Supervisors unanimously approved the grading and drainage plan for the Brazoria County expansion for the Emergency Preparedness Building as presented.

As presented, Brazoria County is adding an emergency preparedness building on the north parking lot located at the corner of West Live Oak and North Front Street. This proposed expansion will be built on existing impervious coverage and is also in the detention free area.

If any additional structures are added to this site in the future, a subsequent review by the Angleton Drainage District will be required to ensure there are no adverse impacts to adjacent landowners.

Approval of this grading and drainage plan in no way represents that Brazoria County has complied with any federal, state, county or other law, statute, procedure or requirement of any type beyond the approval of the grading and drainage plan approved, with the stipulations listed, if any, in this letter, by the District.

Sincerely,

A handwritten signature in blue ink that reads "David B. Spoor".

David B. Spoor, Chairman
Angleton Drainage District



APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 11/11/2021

TYPE OF PLAT APPLICATION

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

Address of property: 135 W Live Oak St., 130 W Live Oak St., 111 E Locust St., 100 E Cedar St., 237 E Locust St., N Chenango St., Angleton, TX 77515

Name of Applicant: Chad Shook Phone: 281.579.7300

Name of Company: Weisser Engineering & Surveying Phone: 281.579.7300

E-mail: cshook@weissereng.com

Name of Owner of Property: Brazoria County, a political subdivision of The State of Texas

Address: 541 N Velasco Street, Suite 230, Angleton, TX 77515-442

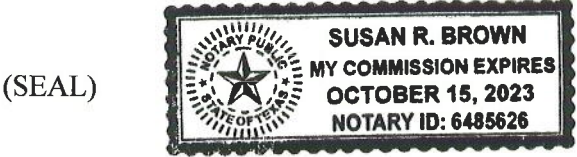
Phone: (979) 864-1265 E-mail: clayf@brazoria-county.com

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

Signature of Owner or Agent for Owner (Applicant) Chad Shook Digitally signed by Chad Shook
Date: 2021.11.11 08:42:42 -0600

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 11 day of November, 2021.



Susan R. Brown
Notary Public for the State of Texas
Commission Expires: 10/15/23

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

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

I swear that I am the owner of (indicate address and/or legal description)
135 W Live Oak St., 130 W Live Oak St., 111 Locust St., 100 E Cedar St., 237 E Locust St., N Chenango St., Angleton, TX 77515

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

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

NAME OF APPLICANT: Chad Shook

ADDRESS: 19500 Park Row, Houston, TX 77084

APPLICANT PHONE # 281.579.7300 E-MAIL: cshook@weissereng.com

PRINTED NAME OF OWNER: Matt Sebesta


SIGNATURE OF OWNER:  DATE: Nov 15, 2021
B0928641E28748B...

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this day of Nov 15, 2021, 20 .

(SEAL)




Notary Public for the State of Texas
Commission Expires: 02-22-2024
F897668405D3AD9...

PROJECT SUMMARY FORM

Address of property 135 W Live Oak St., 130 W Live Oak St., 111 E Locust St., 100 E Cedar St., 237 E Locust St., N Chenango St., Angleton, TX 77515

The subject property fronts _____ feet on the _____ side of _____

Depth: _____ Area: _____ Acres: _____ square feet

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

The purpose of the requested to plat approval is to submit for Final approval of the Brazoria County Complex plat.

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

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

This plat is to reflect the areas that Brazoria County plans to develop for their new complex.

Name: Chad Shook

Date: 11/11/2021

SUBMITTAL REQUIREMENTS

Land Development Code, Chapter 23 §117 – Preliminary Plats

https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH23LADECO_APXAPLLASULI_SUBAPPEN_DIX_A-IPLCE_S23-117PRPL

SUBMITTAL REQUIREMENTS. THE FOLLOWING INFORMATION SHALL BE FILED:

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

PLAT FEES:

ADMINISTRATIVE PLAT

\$250.00 Plus Review Expense

REGULAR PLAT SUBMITTAL:

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

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

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

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

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

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

OFFICE USE ONLY:

Date received: _____ By: _____

Type of Plat: _____

Description of individual charges:

Total Fee Received: _____ By: _____

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

PRELIMINARY PLAT MEETINGS:

Pre-submission conference/meeting date: _____

Received Preliminary Plat on: _____ by _____

Preliminary plat staff meeting date: _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

FINAL PLAT MEETINGS:

Received final plat on _____ by _____

Reviewed by Staff on _____ by _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

Filed with County Clerk on: _____

File-stamped copy to owner/developer on: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/14/2021

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible resolution to adopt the updated mitigation projects and add them to the current Hazard Mitigation Action Plan.

AGENDA ITEM SECTION: Regular Agenda

BUDGETTED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The Winter storm of February 2021, and direction from Senate Bill Three, signed by the Governor on June 8, 2021 revealed new mitigation projects providing for backup power at water system facilities. Mitigation grants are still available, and these projects must be listed in our Mitigation Plan. This plan is considered a “living” document that can be updated regularly via resolution. .

RECCOMENDATION:

Staff recommends approving this resolution adding the new mitigation projects

RESOLUTION NO. 20211214-000

**A RESOLUTION OF THE CITY OF ANGLETON CITY
COUNCIL TO ADD NEW MITIGATION ITEMS TO
THE ADOPTED BRAZORIA COUNTY MITIGATION
PLAN**

WHEREAS, Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and,

WHEREAS, the Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, requires the jurisdictions to prepare and adopt a local mitigation plan every five years: and,

WHEREAS, the plan incorporates the comments, ideas and concerns of the community and of the public in general, which the plan is designed to protect, ascertained through a series of public meetings, publication of the draft plan, press releases, and other outreach activities; and

WHEREAS, the City of Angleton City Council approved and adopted the Brazoria County Hazard Mitigation Plan and resolved to execute the actions in the plan at their September 25, 2018 city council meeting; and

WHEREAS, the Federal Emergency Management Agency requires that all projects submitted for hazard mitigation grant funding be included in the Hazard Mitigation Plan per 44 CFR Section 201.6 (2)(C)(3)(i-iv); and

WHEREAS, the City of Angleton has identified additional mitigation actions not included in the plan; and

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

That the update of the Recommended Mitigation Actions be included in the year Current Brazoria County Hazard Mitigation Plan, is hereby approved and adopted by the City Council of the City of Angleton and resolves to execute the additional actions in the plan.

ADOPTED by City of Angleton City Council on this 14th day of December 2021.

APPROVED

Jason Perez
Mayor, City of Angleton

ATTEST

Francis Aguilar
City Secretary

Jurisdiction:	Angleton	Action Number:	O20
Hazard(s) Addressed:	Flooding, Hurricane, Dam and Levee Failure		
Project Title:	Generators for Lift Stations		
Project Description:	Procure two trailer-mounted generators capable of provide power to any lift station that does not have a permanently installed generator.		
Responsible Entity:	Public works and Parks & Recreation		
Losses avoided:	Contamination of potable water		
Cost Estimate:	\$100,000.00	Timeframe:	12 months
Potential Funding Sources:	CDBG-MIT or HMPG	Benefit-Cost Ratio:	More than a 1:4 cost-benefit ratio
Does this action reduce effects of hazards on existing buildings?			Yes
Does this action reduce effects of hazards for new buildings, infrastructure, or future development?			No
Does mitigation action identify, analyze, and prioritize actions related to continued compliance with NFIP?			No



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 14, 2021

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action authorizing the City Manager to execute an agreement with Kimley-Horn for an ADA Self-Evaluation and Transition Plan after legal review.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: 40-506-625

EXECUTIVE SUMMARY:

The City of Angleton sought out qualified and experienced consultants with project experience in ADA surveys, transition plan development and implementation to bring the City's programs, services, and facilities into compliance with Title II of ADA and the Texas Accessibility Standards. The major deliverable is a comprehensive ADA Transition Plan for the City of Angleton that includes a process for keeping it sustainable into the future.

Under Title II of the Americans with Disabilities Act (ADA), the City of Angleton is required to complete a self-evaluation and transition plan for its programs, services, and facilities to identify barriers and improve accessibility.

The project is to prepare the Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for the City of Angleton. The project will include, but not be limited to, a review of City facilities and associated parking lots, parks and associated parking lots, signalized intersections, existing sidewalks and associated curb ramps, design and construction standards, documented public concerns, programs, procedures, and policies.

The City has 112 miles of maintained roads, with approximately thirty-five percent being curb and gutter, owns approximately nine buildings, 200 park acres, some of which are passive park acres or natural green spaces, that will be included in the Transition Plan.

The Request for Qualifications was released on August 10, 2021, the deadline for submissions was September 17, 2021, interviews with the top two firms (Kimley Horn and WT Group) were held on October 18, 2021, and Kimley Horn was notified they were the firm selected on October 18, 2021.

The City of Angleton's ADA Self Evaluation and Transition Plan will be a multiphase project. The first phase will consist of project management, self-evaluation of non-facilities (meeting agendas and minutes, employment practices, and emergency management documents), Angleton Recreation Center, programmed parks, sidewalk and unsignalized intersection inventory, signalized intersections, sidewalk corridors, unsignalized intersections and driveways, transition plan development, and associated stakeholder meetings.

Staff included requests of \$50,000 in ABLC and \$50,000 in Development Services to proceed with a ADA Self Evaluation and Transition Plan. Funds in Development Services was removed leaving only \$50,000 ABLC. The first phase proposal of the ADA Self Evaluation and Transition Plan is \$100,000.

On December 13, 2021, staff requested ABLC approve additional funding for the ADA Self Evaluation and Transition Plan proposal from Kimley Horn for a total project amount of \$100,000. If the project total was not supported by ABLC, staff requests City Council authorize staff to proceed with the project and use a small portion of May ARP funds to pay the difference.

RECOMMENDATION:

Staff recommends City Council authorize the City Manager to execute an agreement with Kimley-Horn for an ADA Self-Evaluation and Transition Plan after legal review and approve additional funding if needed from ARP funds in May.

SUGGESTED MOTION:

I move we authorize the City Manager to execute an agreement with Kimley-Horn for an ADA Self-Evaluation and Transition Plan after legal review.

OR

I move we authorize the City Manager to execute an agreement with Kimley-Horn for an ADA Self-Evaluation and Transition Plan after legal review and approve additional funding in the amount of \$50,000 from May ARP funds.

City of Angleton ADA Self-Evaluation and Transition Plan

PROPOSED PROJECT SCHEDULE
(Meeting Dates to be Determined)

Notice to Proceed:	Late December 2021
Project Kick-off Meeting:	Early January 2022
Self-Evaluation:	January – April 2022
<ul style="list-style-type: none"> • External ADA Advisory Committee • Program, Services, and Activities Review • Design Standards Review • Public Rights-of-Way Inventory • Facilities Review/Reports 	
Submit Self-Evaluation Draft Deliverables:	April 29, 2022
Progress Meeting:	Early May 2022
<ul style="list-style-type: none"> • Present Self-Evaluation Findings • Coordinate with City staff in development of strategy for developing Transition Plan • Coordinate with City staff in developing prioritization and evaluation criteria for facility reviews 	
External ADA Advisory Committee Meeting:	Late May 2022
<ul style="list-style-type: none"> • Introduce project • Present Self-Evaluation Finding • Solicit feedback 	
Draft Transition Plan Development:	April – May 2022
<ul style="list-style-type: none"> • ADA/504 Coordinator Roles and Responsibilities • Grievance Policy and Procedure Review • ADA Notice Review • Draft Transition Plan Development 	
Submit Draft Transition Plan:	May 31, 2022
City Comments on Draft Transition Plan due to Consultant Team:	June 30, 2022
Submit Final Transition Plan:	July 29, 2022
Submit City Council Meeting Materials:	August 2022 <i>(City to confirm date)</i>
City Council Meeting:	September 13, 2022

11 November 2021

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

Re: Professional Services Agreement

Dear Ms. Mainer:

Kimley-Horn and Associates, Inc. ("Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Angleton ("Client") for developing the City of Angleton Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan.

Project Understanding

The Client wants to develop their Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan in multiple phases.

This assignment will constitute Phase 1 of the ADA Self-Evaluation and Transition Plan and will include an ADA compliance review of select City programs, services, and activities; design standards; buildings and associated parking lots including paths of travel; parks and associated parking lots including paths of travel, park sidewalk, associated curb ramps, unpaved pedestrian trails, and pedestrian bridges; signalized intersections; and public rights-of-way sidewalks and associated curb ramps. Possible solutions to bring any non-compliant elements that are not considered to be a de minimis barrier and are not "safe harbored" into compliance will be provided. An ADA Transition Plan document will be developed and include formal documentation of tasks and associated findings outlined in the Scope of Services.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

- 1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. It is understood the project will have a 9-month duration.
- 1.2 The Consultant will prepare monthly progress reports for the duration of the project.
- 1.3 The Consultant will participate in conference calls with the Client to discuss the project (up to 3 hours).

Task 2 – Project Kick-off Meeting

- 2.1 The Consultant will meet with Client staff representing major program areas and orient them to the process that will be used to develop the Client's ADA Transition Plan and introduce the proposed project tasks and schedule. The Consultant will coordinate with Client staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process. This will include a list of all Client sponsored programs and Client leased and owned facilities to be included in the project. The Consultant will produce meeting materials and handouts, conduct staff orientation, and prepare a summary of action items resulting from the meeting (2-hour meeting).

Task 3 – Self-Evaluation

- 3.1 External ADA Advisory Committee. The Consultant will assist the Client in establishing an external ADA Advisory Committee comprised of disability advocates, individuals with disabilities, and general members of the public by:

- Compiling a list of local disability organizations and their contact information; and
- Writing a template letter for the Client to distribute to the local disability contact list requesting their participation on the ADA Advisory Committee.

Meetings between the Consultant and the external ADA Advisory Committee are listed in **Task 5.**

- 3.2 Programs, Services, and Activities Review. The Consultant will evaluate the current level of program, procedure, and policy accessibility by reviewing information available on the City's website and administering program questionnaires and/or conducting in-person interviews as necessary with Client staff to evaluate current City status regarding ADA requirements of the following:

- Meeting Agendas
 - Angleton Better Living Corporation (dated 10/18/21)
 - Board of Adjustments (dated 8/26/21)
 - City Council (dated 11/15/21)
 - Keep Angleton Beautiful Commission (dated 10/25/21)
 - Planning and Zoning Commission (dated 11/4/21)
 - Senior Commission (dated 10/4/21)
- City Council Meeting Minutes (dated 4/27/21)
- Employment Practices
 - Job Descriptions
 - Maintenance Technician
 - Telecommunications Officer
 - Firefighter
 - Municipal Court Clerk
 - ADA Request for Accommodation Form
 - ADA/ADAA Policy Number HR-12 (dated 5/3/19)
 - Employee Policy Manual (dated 1/1/21)
- Emergency Management Documents
 - State Planning Standards Checklist for the Basic Plan (Version 2.0, dated 05/05)
 - Emergency Management Plan for City of Angleton (Version 2.0, dated 10/12)

- 3.3 Design Standards Review. The Consultant will review the Parkland Dedication Ordinance Appendix B - Proposed Minimum Park Standards for consistency with the 2010 ADA Standards for Accessible Design and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).
- 3.4 Facilities Review. The Consultant will establish field teams which will conduct evaluations based on forms developed by the Consultant. The evaluation forms for facilities listed in **Tasks 3.4.1.1 – 3.4.1.4** will be based on the 2010 ADA Standards for Accessible Design and applicable access-related state and local standards. The evaluation forms for facilities listed in **Tasks 3.4.1.6 – 3.4.1.8** will be based on the 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) and applicable access-related state and local standards. All field data will be compatible with the Client's existing Geographic Information System (GIS). The Consultant will provide up to two (2) hours of in-field evaluation discussions with Client staff. In-field discussions will occur during the scheduled field evaluations.

3.4.1 Facilities Listing

- 3.4.1.1 Buildings and Parking Lots – The building listed in **Table 1** will be evaluated:

Table 1. Recreation

Building Name	Building Address	Sq. Ft.	Year
1. Rec Center and	1601 N. Valderas Street	57,720	2003

Building evaluations are limited to all common-use spaces, including common-use spaces located in employee-only areas. Areas used only by employees as work areas will not be evaluated.

- 3.4.1.2 Building Sidewalks – Up to 0.2 linear miles of on-site building sidewalk (excludes perimeter sidewalk within the public right-of-way) and all associated curb ramps, ramps, stairs, and other paths of travel required to be ADA compliant will be evaluated.

- 3.4.1.3 Parks and Parking Lots – The parks and amenities listed in **Table 2** will be evaluated:

Table 2. Parks

Park Name	Park/Facility Address	Size	Year
1. Masterson Park	101 S. Arcola Street	0.92	
<i>Pavilion</i>			
<i>Playgrounds (1)</i>		<i>N/A</i>	<i>2001</i>
2. BG Peck Soccer	709 Kelly Boulevard	44.56	
<i>Pavilion</i>			
<i>Concessions</i>	1505 Fire Field Road	<i>1,200 SF</i>	<i>1978</i>
3. Dickey Park	813 W. Mulberry Street	14.67	
<i>Softball Fields (3)</i>			
<i>Bathhouse</i>		<i>400 SF</i>	<i>1994</i>

Park Name	Park/Facility Address	Size	Year
<i>Horseshoe Court</i>			
<i>Pavilions (2)</i>		N/A	1989
<i>Picnic Grounds</i>			
<i>Playground</i>		N/A	2001
<i>Volleyball Court</i>			
<i>Disc Golf</i>			
4. Bates Park		23.93	
<i>Concessions</i>			
<i>Disc Golf</i>			
<i>Pavilions (2)</i>	700 Bates Park Road	N/A	1995
<i>Picnic Ground</i>			
<i>Playground</i>		N/A	2000
<i>Basketball Court</i>			
<i>Baseball Fields (2)</i>		N/A	2002
<i>Soccer/Football Field</i>			
5. Brushy Bayou Park	100 Meadow Creek Road	1.45	
<i>Pavilion</i>		N/A	1995
<i>Playground</i>		N/A	1995
6. Freedom Park		43.64	
<i>Walking trail (unpaved)</i>		0.75 mile	
<i>Baseball Fields (4)</i>			
<i>Bathhouse</i>	3105 N. Downing Street	400 SF	2010
<i>Concessions</i>			
<i>Pavilions (3)</i>		N/A	2002
<i>Playground</i>		N/A	2002
<i>Shelter & Equipment</i>		1200 SF	1992
7. Officer Cash Memorial	535 S. Anderson Street	2.98	
<i>Pavilion</i>			
8. Veterans Park	115 E. Magnolia Street	0.45	
<i>Pedestrian bridge</i>		N/A	

3.4.1.4 Park Sidewalks – Up to two (2) linear miles of park sidewalk will be evaluated. All curb ramps, ramps, stairs, and other paths of travel required to be ADA compliant along this sidewalk will be evaluated.

3.4.1.5 Sidewalk and Unsignalized Intersection Inventory. The Consultant will use aerial imagery to trace the entire pedestrian path of travel within the public rights-of-way maintained by the City including sidewalk, pedestrian street crossing, and pedestrian driveway crossings. Associated unsignalized intersections and driveways will also be identified. No attributes will be included. The resulting inventory will be provided in ESRI GIS file format. **Task 3.4.1.5** includes 20 hours of effort. Effort

above 20 hours will be considered Additional Services.

- 3.4.1.6 Signalized Intersections – The following signalized intersections will be evaluated:
- N. Downing Street and E. Wilkens Street
 - N. Downing Street and E. Kiber Street
- 3.4.1.7 Sidewalk Corridors – Up to one (1) linear miles of sidewalks will be evaluated.
- 3.4.1.8 Unsignalized Intersections and Driveways – Unsignalized intersections and driveways along the sidewalk in **Task 3.4.1.7** will be evaluated. The Consultant estimates this task will include the evaluation of up to eight (8) intersections and up to 74 curb ramps. Evaluation of additional curb ramps will be considered Additional Services.

Facility Reports. The Consultant will create a separate report for each facility type. Each facility report will identify compliance status of each facility and include the following:

- Listing of facilities that are in compliance with ADA requirements.
- Listing of facilities that are not in compliance with ADA requirements.
- Possible solutions to resolve non-compliance issues for each facility.
- Prioritized list of improvements using criteria developed by the Consultant.
- "Cost report" that assigns conceptual budget estimates to each possible solution. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- Pay item descriptions, units, and unit prices for facilities listed in **Tasks 3.4.1.1 – 3.4.1.4** will be based on the Means ADA Compliance Pricing Guide, 2nd edition for interior elements and current Texas Department of Transportation (TxDOT) 12-Month Average Low Bid Unit Prices for Highway Construction Projects for exterior elements. Pay item descriptions, units, and unit prices for facilities listed in **Tasks 3.4.1.6 – 3.4.1.8** will be based on current Texas Department of Transportation (TxDOT) 12-Month Average Low Bid Unit Prices for Highway Construction Projects for exterior elements. Changes to the pay item units after project commencement will be considered Additional Services.
- Photolog summary for each facility (photos for sidewalks will be attached to the GIS database but will not be provided on each facility report). Individual barrier photo files will be provided in .JPG format and attached to the GIS database.
- The compliance status and possible solutions for facilities listed in **Tasks 3.5.1.1 – 3.4.1.4** will be based on the 2010 ADA Standards for Accessible Design and applicable access-related state and local standards. The compliance status and possible solutions for facilities listed in **Tasks 3.4.1.6 – 3.4.1.8** will be based on the 2011 Proposed Accessibility Guidelines

for Pedestrian Facilities in the Public Right-of-Way (PROWAG) and applicable access-related state and local standards.

Task 4 – Transition Plan Development

The Consultant will coordinate with Client staff in developing the Transition Plan as follows:

- 4.1 ADA/504 Coordinator. The Consultant will work with the Client to define the role and responsibilities of the ADA/504 Coordinator.
- 4.2 Grievance Policy and Procedure. The Consultant will review the City's existing ADA grievance policy, procedure, and complaint form.
- 4.3 ADA Notice. The Consultant will review the City's existing ADA Notice.
- 4.4 Prioritization Criteria. The Consultant will recommend criteria for prioritizing identified accessibility improvements.
- 4.5 Exceptions and Exemptions. The Consultant will evaluate and provide possible solutions for exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance, or other exceptions and exemptions as stated in the applicable accessibility standards.
- 4.6 Budget. The Consultant will assist the Client to develop a multi-year budget needed for accessibility improvements. Possible funding sources to achieve compliance will be provided. It will be the Client's responsibility to confirm the City's eligibility for each funding source. The Consultant will develop an ESRI dashboard for viewing project data, including cost and priority.
- 4.7 Draft Transition Plan. Based on the Self-Evaluation, the Consultant will prepare a draft Transition Plan for the Client. The plan will include:
 - Executive summary which will describe the project purpose, process, and most significant findings;
 - Summary and detailed findings of Self-Evaluation; and
 - A phased schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation.

The Consultant will provide electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats to the Client.

- 4.8 Final Transition Plan. The Consultant will address one (1) round of comments from Client staff to prepare a Final ADA Self-Evaluation and Transition Plan for the Client. The Consultant will provide the following deliverables to the Client:

- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats; and
- Two (2) printed copies of the Final Transition Plan. Two (2) electronic copies of the Appendices will be provided on flash drives. Printed copies of the Appendices will be considered Additional Services.

Task 5 – Meetings

- 5.1 Progress Meeting. The Consultant will assist the Client in establishing an ADA Liaison Committee that will meet throughout the process of completing the Self-Evaluation and developing the Transition Plan and will continue to meet and actively participate after the completion of this project. The Consultant will work with the ADA Liaison Committee throughout the duration of the project to receive feedback and incorporate information from the ADA Liaison Committee into the project. The Consultant will prepare for and attend up to one (1) in-person progress meetings with Client staff and the newly created ADA Liaison Committee. The Consultant will produce meeting materials and handouts and prepare meeting notes, including a summary of action items resulting from the meetings (2-hour meeting).
- 5.2 External ADA Advisory Committee Meeting. The Consultant will prepare for and attend up to one (1) in-person meeting with Client staff and the newly created ADA Advisory Committee to describe the process, timeline, and expectations associated with this project, as well as receive any general input they may provide. The Consultant will produce meeting materials and handouts and prepare meetings notes, including a summary of action items resulting from the meetings (1-hour meeting). The City will be responsible contracting for all effective communication services, including but not limited to sign language interpreting and captioning services. Any request for the Consultant to contract and coordinate directly with effective communication service providers will be considered Additional Services. Meeting materials to be provided by the Consultant:
- PowerPoint presentation;
 - Interactive online map that allows for geo-referenced public input; and
 - Public access survey in SurveyMonkey.
- 5.3 Council Meeting. The Consultant will prepare for and attend one (1) Client Council meeting. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour meeting).

Services Not Included

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

- Review of programs, services, and activities not listed in **Task 3.2**;
- Review of design standards not listed in **Task 3.3**;
- Evaluation and reporting of facilities not listed in **Task 3.4**;
- Evaluation of areas used only by employees as work areas;
- Providing printed copies of Appendices.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

We will provide our services as expeditiously as practicable and work with the Client to develop a mutually agreeable schedule.

Deliverables

The Consultant will deliver the following materials to the Client:

- Electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats;
- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats;
- Two (2) printed copies of the Final Transition Plan. Two (2) electronic copies of the Appendices will be provided on flash drives. Printed copies of the Appendices will be considered Additional Services.
- Field work data in GIS format, compatible with the Client's GIS system.
- An ESRI dashboard for viewing project data, including cost and priority.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 5 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Management	\$ 10,300
Task 2	Project Kick-off Meeting	\$ 5,000
Task 3	Self-Evaluation	
	• Non-Facilities	\$ 8,100
	• Facilities Review and Facility Reports	
	○ Buildings	\$ 4,700
	○ Parks	\$ 16,800
	○ Sidewalk and Unsignalized Intersection Inventory	\$ 2,700
	○ Signalized Intersections	\$ 2,100
	○ Sidewalk Corridors	\$ 4,200
	○ Unsignalized Intersection and Driveways	\$ 4,500
Task 4	Transition Plan Development	\$ 26,600
Task 5	Meetings	\$ 15,000
Total Lump Sum Fee		\$100,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

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

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

_____ Please email all invoices to _____

_____ Please copy _____

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

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

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:

Printed Name: Erin Eurek, P.E.

Title: Project Manager

CITY OF ANGLETON

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Signed:

Printed Name: Scott Arnold, P.E.

Title: Vice President

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

DRAFT

Request for Information

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

Client Identification

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

Property Identification

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

Property Owner Identification

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

Project Funding Identification – List Funding Sources for the Project

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

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

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

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

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

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

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

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

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

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

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

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

or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

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

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

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

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

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

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 14, 2021

PREPARED BY:

AGENDA CONTENT: Discussion on Charter Review Commission amendments.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: EnterTextHere

FUNDS REQUESTED: EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY:

RECOMMENDATION:

CITY OF ANGLETON, TEXAS
CHARTER REVIEW COMMISSION

PROPOSED HOME RULE CHARTER
AMENDMENTS
AS OF DECEMBER 1, 2021



Charter Review Commission Members

Michelle Townsend, Chair

Jaime Moreno, Vice-Chair

Scott Myers, Member

Rachel Ritter, Member

William Jackson, Member

Part I

HOME RULE CHARTER¹

ANGLETON, TEXAS

ARTICLE 1. FORM OF GOVERNMENT AND BOUNDARIES

Sec. 1.01. Form of government.

The municipal government provided by this Charter shall be known as the "council-mayor-administrator manager" government. Pursuant to its provisions and subject only to the limitations imposed by the state constitution, the statutes of this state and by this Charter, all powers of the city shall be vested in an elective council, hereinafter referred to as the "city council," which shall enact local legislation, adopt budgets, determine policies and appoint the city manager, who in turn shall be held responsible to the city council for the execution of the laws and the administration of the government of the city. All powers of the city shall be exercised in the manner prescribed by this Charter, or if the manner be not prescribed, then in such manner as may be prescribed by ordinance, the state constitution or the statutes of this state.

(As amended 5-12-07)

Sec. 1.02. Boundaries.

Field notes of the incorporation lines of the City of Angleton in Brazoria County, Texas, as of said field notes being compiled from the field notes of the original incorporation lines (January 27, 1913) and field notes of areas subsequently annexed, reference being made to city limits as they exist. An official map shall be maintained and posted in City Hall so that it is accessible to the citizens. In the event of a change to the city boundaries and official map the city map will be posted within a reasonable time.

Sec. 1.03. Annexation for all purposes.

The city council shall have the power by ordinance to fix the boundary limits of the City of Angleton, and to provide for the alteration and the extension of said boundary limits, and the annexation of additional territory ~~lying adjacent to the city, with or without the consent of the territory and inhabitants annexed,~~ subject to such procedural rules as may be prescribed by law.

Sec. 1.04. Contradiction of boundaries.

~~Whenever there exists within the corporate limits of the City of Angleton any territory not suitable or necessary for city purposes, "which territory adjoins the outer boundaries of the city," the city council may, upon a petition signed by a majority of the qualified voters residing in such territory if the same be inhabited, or without any such petition if the same be uninhabited, by ordinance duly passed, discontinue said territory as part of said city, said~~

¹Editor's note(s)—Printed herein is the Charter of the City of Angleton, Texas adopted on February 17, 1967 and amended on April 1, 1969; April 6, 1971; April 7, 1973; April 5, 1975; April 7, 1979; April 4, 1981; April 2, 1983; April 6, 1985. Style and capitalization have been made uniform. Clarifications have been inserted in brackets []. Obvious misspelled words have been corrected without notation.

petition and ordinance shall specify accurately the metes and bounds of the territory sought to be eliminated from the city and shall contain a plat designating such territory so that the same can be definitely ascertained, and when said ordinance has been duly passed the same shall be entered upon the minutes and records of said city, and from and after the entry of such ordinance said territory shall cease to be a part of said city, but said territory shall still be liable for its pro rata share of any debts incurred while said area was a part of said property within said territory to pay the indebtedness incurred while said area was a part of the city as though the same had not been excluded from the boundaries of the city.

Any area of the City may be disannexed pursuant to any procedure allowed under state law and whenever, in the opinion of the City Council, there exists within the corporate limits of the City a territory not suitable or necessary for City purposes, the City Council may discontinue said territory as part of the City by ordinance after conducting a public hearing on the matter.

ARTICLE 2. POWERS OF THE CITY

Sec. 2.01. ~~General~~ General Powers

The City shall have the power of local self-government to the fullest extent permitted by law, and shall have all powers possible for a city to have under the constitution and laws of the State of Texas as fully and completely as though they were specifically enumerated in this Charter, with all of the implied powers necessary to carry into execution those powers and those express and implied powers necessary for the government, interests, health, welfare, and good order of the City and its inhabitants.

~~The City of Angleton may use a corporate seal, may sue and be sued, may contract and be contracted with, may implead and be impleaded in all courts in all matters whatsoever, may cooperate with the government of the State of Texas or any agency thereof, the federal government or any agency thereof, or any political subdivision of the State of Texas, and shall have all the powers granted to cities by the constitution and laws of the State of Texas, together with all the implied powers necessary to carry into execution all the powers granted. The city may own or acquire property within or without its boundaries for any municipal purpose in fee simple or in any lesser interest or estate, by purchase, gift, devise, lease or condemnation and may sell, lease, hold, manage, control and police any property now owned by it or which it may hereafter acquire, and shall have the right to lease or let its property whether inside or outside the city limits, subject to the limitation hereinafter set out, and may construct, own, lease, operate, and regulate public utilities, may assess, levy and collect taxes for general and special purposes on all lawful subjects of taxation, may borrow money on the faith and credit of the city by issuance and sale of bonds, warrants or notes of the city, may appropriate the money of the city for all lawful purposes, may regulate and control the use, for whatever purpose, of the streets and other public places, may make and enforce all police, health, sanitation and other regulations, and may pass such ordinances as may be expedient for the protection and maintenance of good government, peace and welfare of the city, for the performance of the functions thereof, for the order and security of its residents, and may provide suitable penalties for the violations of any ordinance enacted by the City of Angleton, and, except as prohibited by the Constitution and laws of this State or restricted by this Charter, the city may exercise all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.~~

~~Sec. 2.02. General powers adopted.~~

~~The enumeration of the particular powers in this Charter shall not be held or deemed to be exclusive but in addition to the powers enumerated herein or implied hereby or appropriate to the exercise of such powers, the city shall have and may exercise all power of local self government and all other powers which, under the constitution and laws of the State of Texas, it would be competent for this Charter specifically to enumerate. The City of Angleton shall have and may exercise all the powers enumerated in V.T.C.A., Local Government Code Ch. 51, as now or hereafter amended.~~

~~(Ord. No. 20210413-009, § 2(Exh. A), 4-13-21)~~

Sec. 2.02. Eminent domain.

The city shall have the full power **conferred upon it by the Constitution, and laws of the State of Texas for eminent domain.** and right to exercise the power of eminent domain when necessary or desirable to carry out any of the powers conferred upon it by this Charter or by the constitution and laws of the State of Texas. The city may exercise the power of eminent domain in any manner authorized or permitted by the constitution and laws of this state. The power of eminent domain hereby conferred shall include the right of the city to take the fee in land so condemned and such power and authority shall include the right to condemn public property for such purposes. The city shall have and possess the power of condemnation for any municipal or public purposes even though not specifically enumerated in this Charter.

ARTICLE 3. THE CITY COUNCIL

Sec. 3.01. Number, selection and term.

The legislative and governing body of the city shall consist of a mayor and five councilmen and shall be known as the "City Council of the City of Angleton."

- (1) The mayor shall be elected from the city at large. The election of members of the city council shall be by position from the city at large, designating council positions as position one through position five, inclusive, ~~authorizing qualified voters to vote on a candidate for each council position and providing for interim determination of council positions by lot. (As amended 4-6-71)~~
- (2) The mayor shall be the presiding officer of the city council and shall be recognized as the head of the city government for all ceremonial purposes and by the ~~g~~Governor for purposes of military law, but shall have no regular administrative duties. The mayor shall be entitled to vote on all matters under consideration by the city council. ~~(As amended 4-5-75)~~
- (3) **Each year two Council places shall be elected for their respective terms, except as set forth in the transitional provided herein.** ~~In each odd numbered year two councilmen and a mayor shall be elected, and in each even numbered year three councilmen shall be elected.~~
- (4) The mayor and each councilman shall hold office for a period of ~~two~~ **three** years and until his successor is elected and qualified. All elections shall be held in the manner provided in article 5 of this Charter.
- (5) A person who has served ~~three~~ **two** terms as councilmember shall not be eligible to serve in such office thereafter for a period of 12 months, at which time that person's eligibility to serve another ~~two~~ **three** terms shall be restored.

- (6) A person who has served ~~three~~ two terms or six consecutive years as mayor shall not be eligible to serve in such office thereafter for a period of 12 months, at which time that person's eligibility to serve another ~~three~~ two terms shall be restored.
- (7) A person who is elected councilmember at any city election or who is appointed or elected to serve an unfinished term of office of more than one year shall be not be deemed to have served one term. ~~A person who is elected mayor or councilmember at any city election or who is appointed or elected to serve an unfinished term of office of more than one year shall be deemed to have served one term. A person who is appointed or elected to serve an unfinished term of office of one year or less, shall not be deemed to have served one term.~~
- ~~(8) Persons in the positions of mayor and/or councilmember elected at the time this amendment is approved by the voters or thereafter shall be deemed to be serving in their first terms of office. Specifically, the term limit shall be applicable and commence with the taking of the oath of office after term limits are approved by the voters with such date serving as the beginning of their first term of office.~~

(Ord. No. 2346, § 1, 3-6-95)

Sec. 3.02. Qualifications.

Each member of city council shall be a resident of the City of Angleton, shall be a qualified voter of the State of Texas, shall have been such resident citizen of the City of Angleton for a period of not less than six months immediately preceding filing deadline for the election, provided, however, that any person with the above qualifications except as to residence, who shall have been a resident for a period of not less than six months preceding the election, of any of the territory not formerly within the corporate limits of the city, but which is annexed under the provisions of section 1.03 of this Charter, shall be eligible for said office. If the mayor or any councilman fails to maintain the foregoing qualifications or shall be absent from three consecutive regularly scheduled meetings without valid excuse, the city council must, at its next regular meeting, declare a vacancy as set forth in section 3.06 of this Charter.

(As amended 4-7-79; 5-19-15)

Sec. 3.03. Council to be judge of election qualification.

The city council shall be the judge of the election and qualification of its own members and other elected officials of the city.

Sec. 3.04. Compensation.

The city council shall fix the compensation to be received by its members for attendance at its meetings with any changes in compensation subject to voters approval by a simple majority at the next regular election.

(As amended 4-5-75)

Sec. 3.05. Mayor pro-tem.

The city council, at its first meeting after each annual city election, or as soon thereafter as practicable, shall elect one of its members mayor pro-tem, and he shall perform all the duties of the mayor in the absence or disability of the mayor. In the event the city council, for any reason, fails to elect a mayor pro-tem at its first meeting after an

annual city election, then the council member with the longest period of service on the Angleton City Council shall automatically become mayor pro-tem. In the event that the office of mayor pro-tem becomes vacant for any reason, the city council shall elect a new mayor pro-tem to fill the unexpired term.

(As amended 4-2-83; amended 5-17-05)

Sec. 3.05A. Vacancy in office of mayor.

~~In the event of a vacancy in the office of the mayor arising from any cause, the mayor pro-tem shall become mayor for the completion of the unexpired term if one year or less of such unexpired term remains. In the event of such vacancy with one year or less remaining and there is no mayor pro-tem, then the vacancy in the office of mayor shall be filled in the same manner as provided for vacancies generally in section 3.06 herein. However, if more than one year of such unexpired term remains, the mayor pro-tem shall serve as mayor until the council shall call an election for the filling of the vacancy at the next regular municipal election to be held on the date allowed by the Texas Election Code for regular municipal elections, to fill the remainder of the unexpired term of the mayor. In such event, the mayor pro-tem shall act as mayor until a successor to the office of mayor has been elected and duly qualified.~~

~~(As amended 4-2-83; amended 5-12-07)~~

Sec. 3.06. Vacancies; generally.

- (a) All vacancies shall be filled pursuant to state law. ~~When a vacancy occurs in the city council, except for the office of mayor, the remaining members thereof must, within 31 days appoint a qualified person to fill the unexpired term of such vacancy. However, if more than one year of such unexpired term remains, the council shall call an election for the filling of the vacancy at the next regular municipal election to be held on the date allowed by the Texas Election Code for regular municipal elections, to fill the remainder of the unexpired term of said council member. In such event, the appointed council member shall serve until a successor to the office has been elected and duly qualified.~~
- ~~(b) However, if such appointment would result in more than two appointed members serving simultaneously on the city council, then a special election shall be held to fill the vacancy for the unexpired term. The special election shall be held on the earliest uniform election date in compliance with the Texas Election Code.~~
- ~~(c) However, if there are three or more vacancies existing simultaneously on the city council, then despite subsection (b) and despite the quorum and minimum vote requirements of section 3.09, the remaining city council members shall within 31 days appoint qualified persons to fill all but two of such vacancies temporarily, until a special election to fill such vacancies for the unexpired terms. A special election shall then be held on the earliest uniform election date in compliance with the Texas Election Code to fill all of such vacancies for the unexpired terms.~~
- (b) In case of disaster when a legal quorum of the City Council cannot otherwise be assembled due to multiple deaths or injuries, the surviving persons of the City Council, or highest surviving City official, if no elected official remains, shall, within twenty-four (24) hours of such disaster, request the highest surviving officers of the Brazoria County Commissioners Court to appoint a number of residents of the City equal to the number necessary to make a quorum to act during the emergency as the City Council. The newly appointed City Council shall call a City election to be held at the next uniform election date within fifteen (15) days of their appointment, or as provided in the Texas Election Code, for election of the vacant offices, if for good reasons it is known a quorum of the present City Council will never again meet. If it is determined that a quorum of the present City Council will meet again, the appointed Council Members shall serve in their position until such

~~time as the present Council Members may begin serving.~~ In the event for any reason there is no mayor or mayor pro tem, the remaining members of city council, or any of them, shall have the right and power to issue legal notice of such election to be so held, and to elect and appoint election officials. Should all positions on the city council become vacant at one time, then in such event, the County Judge of Brazoria County, Texas, is hereby empowered and directed to issue notice of such special election, for and on behalf of said city, and to appoint qualified persons as election officials.

(As amended 4-2-83; Ord. No. 2003-O-12C, § II, 12-16-03; amended 5-12-07)

Sec. 3.07. Powers of the city council.

The determination of all matters of policy and the exercise of all powers of local self-government shall be vested in the city council. ~~By way of illustration, but not limitation, the following enumerated powers are among these powers that may be exercised by the city council.~~

- ~~(1) Establish, consolidate, or abolish administrative departments and distribute the work of divisions;~~
- ~~(2) Adopt the budget of the city;~~
- ~~(3) Authorize the issuance of bonds by a bond ordinance;~~
- ~~(4) Inquire into the conduct of any office, department or agency of the city and make investigations as to municipal affairs;~~
- ~~(5) Provide for such additional boards and commissions, not otherwise provided for in this Charter, as may be deemed necessary, and to appoint, or remove the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by city ordinance or by law;~~
- ~~(6) Adopt and modify the zoning plan and the building codes of the city;~~
- ~~(7) Adopt and modify the official map of the city;~~
- ~~(8) Regulate, license and fix the charges or fares made by any person, firm or corporation owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the city;~~
- ~~(9) Provide for the establishment and designation of fire limits and prescribe the kind and character of buildings or structures or improvements to be erected therein and provide for the erection of fireproof buildings within said limits, and provide for the condemnation of dangerous structures or buildings or dilapidated buildings, or buildings calculated to increase the fire hazard and prescribe the manner of their removal or destruction with said limits;~~
- ~~(10) Fix the salaries and compensation of the city officers and employees;~~
- ~~(11) Provide for a sanitary sewer and water system and require property owners to connect their premises with sewer system and provide for penalties for failure to make sanitary sewer connections;~~
- ~~(12) Provide for sanitary garbage disposal, and set fees and charges therefor, and provide penalties for failure to pay such fees and charges;~~
- ~~(13) Exercise exclusive dominion, control, and jurisdiction including the right to close and abandon streets and alleys in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city and provide for the improvement of same as provided in V.T.C.A., Transportation Code § 313.001 et seq., as now or hereafter amended;~~

- ~~(14) Compromise and settle any and all claims and lawsuits of every kind and character in favor of or against the City of Angleton;~~
- ~~(15) And such other and further powers as have been or may from time to time hereafter be delegated to home rule cities by the legislature of the State of Texas, including the powers incident to the exercise thereof;~~
- ~~(16) All powers of this Charter are vested in the city council. The council shall conduct all business in meetings. No member of the council shall have any power to act or make appointments without the specific authorization of the council in a meeting.~~

~~(Ord. No. 20210413-009, § 2(Exh. A), 4-13-21)~~

Sec. 3.08. Meetings of the city council.

The city council shall hold at least one regular meeting in each month at a time to be fixed by said city council by ordinance ~~or resolution~~ fixing the dates of such regular meetings. As many additional special meetings may be held during the month as may be necessary for the transaction of all business of the city and its citizens. All meetings shall be public ~~and shall be held at the city hall, provided, however,~~ **and** the city council may designate **a location** ~~another place~~ for such meetings after publishing ~~the due notice thereof in one issue of the official newspaper of said city.~~ The city secretary, upon written request of the mayor or any two council members, shall call special meetings of the city council. If the offices of mayor, mayor pro-tem, and all but one council position are vacant, the one council member remaining shall have the authority to call a special meeting. Notice of such special meetings shall be given to each member of the city council, which said notice shall state the date for such meeting and the subject to be considered at such meeting, and no other subject shall be there considered. Said notice to the city council shall be sufficient if delivered to the council member in person, or in the event of the inability to locate said council member within the City of Angleton, Texas, delivery of such notice to his or her home shall be sufficient. **The City Manager, Mayor or two (2) city council members may place items on the agenda for city council meetings.**

~~(As amended 5-17-05; amended 5-12-07)~~

Sec. 3.09. Rules of procedure.

The city council shall determine its own rules of procedure and may compel the attendance of its members. A quorum shall require **four (4) members of the city council. The Mayor is defined as a member of city council.** ~~both of the following (1) either the mayor or the mayor pro-tem, (unless the offices of both mayor and mayor pro-tem are vacant); and (2) three other members of the city council, who must be qualified to participate in the matter under consideration.~~ Approval of a measure shall require the affirmative vote of a majority of the members who are present and qualified to vote on the measure, but not less than three votes unless otherwise authorized by this Charter. ~~Minutes of the proceedings of all meetings of the city council shall be kept, to which any citizen may have access at all reasonable times and which shall constitute one of the archives of the city. The vote upon the passage of all ordinances and resolutions shall be taken by the "ayes" and "nays" and entered upon the minutes, and every ordinance or resolution, upon its final passage, shall be recorded in a book kept for that purpose under full caption, and shall be authenticated by the signature of the presiding officer and the person performing the duties of the city secretary.~~

~~(As amended 5-17-05)~~

Sec. 3.10. Procedure for passing of ordinances.

~~Every ordinance shall be introduced in written or printed form and, upon passage, shall take effect at the time indicated therein, provided that any ordinance imposing a penalty, fine or forfeiture for a violation of its provisions shall become effective not less than ten days from the date of its passage, subject to the provisions of article 7 of this Charter. The city secretary shall give notice of the passage of every ordinance imposing a penalty, fine or forfeiture for a violation of the provisions thereof, by causing the caption or title, including the penalty, of any such ordinance to be published in the official newspaper of the City of Angleton at least once within ten days after the passage of said ordinance. He shall note on every ordinance the caption of which is hereby required to be published and on the record thereof, the fact that same has been published as required by the Charter and the date of such publication, which shall be prima facie evidence of the legal publication and promulgation of such ordinance, provided that the provisions of this section shall not apply to the correction, amendment, revision and codification of the ordinances of the city for publication in book or pamphlet form. Except as otherwise provided by article 7 of this Charter, it shall not be necessary to the validity of any ordinance that it shall be read more than one time or considered at more than one session of the city council. Every ordinance shall be authenticated by the signature of the mayor and city secretary and shall be systematically recorded and indexed in an ordinance book in a manner approved by the council. It shall only [be] necessary to record the caption or title of ordinances in the minutes or journal of council meetings. The city council shall have power to cause the ordinances of the city to be corrected, amended, revised, codified and printed in code form as often as the council deems advisable, and such printed code, when adopted by the council, shall be in full force and effect without the necessity of publishing the same or any part thereof in a newspaper. Such printed code shall be admitted in evidence in all courts and places without further proof.~~

Sec. 3.10. Official bonds for city employees.

The city manager and the city secretary and such other city officers and employees as the city council may require, shall, before entering upon the duties of their offices, enter into a good and sufficient fidelity bond in a sum to be determined by the city council payable to the City of Angleton and conditioned upon the faithful discharge of the duties of such persons and upon the faithful accounting of all monies, credits, and things of value coming into the hands of such persons, and such bonds shall be signed as surety by some company authorized to do business under the laws of the State of Texas, and the premium of such bonds shall be paid by the City of Angleton, and such bonds must be acceptable to the city council.

(As amended 5-12-07)

Sec. 3.11. Investigation by the city council.

The city council shall have power to inquire into the conduct of any office, department, agency, officer or employee of the city and to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths and compel the production of books, papers, and other evidence. Failure to obey such subpoena or to produce books, papers or other evidence as ordered under the provisions of this section shall constitute a misdemeanor and shall be punishable by fine not to exceed \$~~2~~500.00.

Sec. 3.13. Audit and examination of city books and accounts.

~~The city council shall cause an annual audit to be made of the books and accounts of each and every department of the city. At the close of each fiscal year, a complete audit shall be made by a certified public accountant, who shall be selected by the city council, and such audit shall include a recapitulation of all audits made~~

during the course of the fiscal year, and all audit reports shall be filed with the city council, shall be available for public inspection and shall be made a part of the archives of the city. Such accountant, so selected, shall not maintain or keep any of the city's accounts or records.

ARTICLE 4. ADMINISTRATIVE SERVICES

Sec. 4.01. City manager.

- (a) Appointment and Qualifications. The city council shall appoint by a supermajority an administrative and executive officer of the city who shall be responsible to the city council for the administration of all the affairs of the city. The city manager He shall be chosen by the council solely on the basis of his ~~their~~ executive and administrative training, experience and ability. No member of the city council shall, during the time for which he is elected and for one year thereafter, be appointed city manager.
- (b) Term and salary. The city manager shall not be appointed for a definite term but may be removed at the will and pleasure of the city council by a vote of ~~the~~ a super majority of the entire city council. The City and City Manager will execute a written employment contract for the City Manager. The action of the city council in suspending or removing the city manager shall be final, it being the intention of this Charter to vest all authority and fix all responsibility of such suspension or removal in the city council. In case of the absence or disability ~~or~~ ~~of~~ the city manager, the city council may designate some qualified person to perform the duties of the office during such absence or disability. The city manager shall receive compensation as may be fixed by the council. and as set forth in the written employment agreement. The city council will perform a review of the City Manager's performance at least annually but no more than twice in any fiscal year.
- (c) Duties of the city manager.
 - (1) The city manager shall be responsible to the city council for the efficient and economical administration of the city government. The city manager He shall have the authority ~~with the approval of the city council~~ to appoint and remove all department heads and directors. ~~He~~ the city manager shall have the authority to appoint and remove all other employees in the administrative service of the city. ~~He~~ The city manager may authorize the head of a department to appoint and remove subordinates in their ~~his~~ respective department. Except for the purpose of inquiry, the city council and its members shall deal with the administrative service solely through the city manager.
 - (2) Prepare the budget annually and submit it to the city council, and be responsible for its administration after adoption.
 - (3) Prepare and submit to the city council as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year.
 - (4) Keep the city council advised of the financial condition and future needs of the city and make such recommendations as may seem desirable.
 - (5) Perform such duties as may be prescribed by this Charter or may be required of him by the city council, not inconsistent with this Charter.
 - (6) The City Manager will faithfully attend all city council meetings and abide by all Texas laws.

~~(As amended 5-12-07)~~

Sec. 4.02. Department of police.

There shall be established and maintained a department of police to preserve order within the city and to secure the residents of said city from violence and the property therein from injury or loss.

- (1) Chief of police. The chief of police shall be the chief administrative officer of the department of police-
~~and~~ He shall, with the approval of the city manager, appoint and remove the employees of said department and shall perform such duties as may be required ~~of him~~ by the city council. The chief of police shall be appointed by the city manager with the approval of the city council ~~with the approval of the city council~~, for an indefinite term. The chief of police shall be responsible to the city manager for the administration of the police ~~his department and the carrying out of the directives of the city council~~. He The chief of police may be removed from office by the city manager ~~with the approval of the city council~~.
- ~~(2) Special police. No persons except as otherwise provided by general law or the Charter or the ordinances passed pursuant thereto shall act as special police or special detective.~~

~~(As amended 5-12-07)~~

Sec. 4.03. City secretary.

The city manager, ~~with the approval of the city council~~, shall appoint a competent person as city secretary and such assistants as the city ~~manager~~ council shall deem advisable deems necessary. The city secretary, or designee ~~an assistant city secretary~~, shall give notice of the council meetings, shall keep the agenda and the minutes of the proceedings of such meetings, and shall authenticate ~~by his signature and record in full in a book kept and indexed for the purpose~~, all ordinances and resolutions, and shall perform such other duties as the city manager shall assign ~~to him~~, and those elsewhere provided in this Charter and the laws of the State of Texas.

~~(As amended 5-12-07)~~

Sec. 4.04. City treasurer.

~~The city manager, with the approval of the city council, shall appoint a competent person as city treasurer and such assistants as the city council shall deem advisable. The city treasurer shall perform the duties delegated to him by the city manager and those which may [be] imposed upon him by the laws of the State of Texas. The duties of city secretary, city treasurer and city tax assessor and collector may be performed by the same individual.~~

~~(As amended 5-12-07)~~

Sec. 4.054. Corporation court.

There shall be established and maintained a court designated as a "municipal court" for the trial of misdemeanor offenses, with all such powers and duties as are now or hereafter may be prescribed by the laws of the State of Texas relative to municipal court.

- (a) The judge of said court shall be appointed by the city council and shall be a licensed attorney and shall receive such salary as may be fixed by the city council.
- ~~(b) There shall be a court clerk appointed by the city manager with the approval of the city council. Deputy clerks may be appointed by the city manager.~~

- ~~(c) The clerk and the deputy clerks shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court and perform any and all acts usual and necessary by the court clerk in issuing processes and conducting business of the court.~~
- (b) The city council shall appoint other licensed attorneys to act as associate judges and temporary judges of said court in case of disability or absence of the judge of the municipal court. The salaries of these associate and temporary judges are to be fixed by the city council.
- (c) The judge, associate and temporary judges, and clerk shall serve at the will of the city council. The deputy clerk(s) shall serve at the will of the city manager.

(As amended 4-2-83; Ord. No. 2003-O-12C, § II, 12-16-03; amended 5-12-07)

Sec. 4.05. City attorney.

The city council shall appoint a nd remove by a super majority competent and duly licensed attorney practicing law in the State of Texas, who shall be the city attorney. ~~He shall receive for his services such compensation as may be fixed by the city council and shall hold his office at the pleasure of the city council.~~ The city attorney, or such other attorneys selected by the city attorney ~~him with the approval of the city council~~, shall represent the city in all litigation. He shall be the legal advisor of, attorney and counsel for, the city and all officers and departments thereof.

(Ord. No. 2010-O-5A, exh. A, 5-18-10)

~~Sec. 4.07. Reserved.~~

~~Editor's note(s) — Charter amendment of May 12, 2007, deleted § 4.07, which pertained to the department of health and sanitation.~~

Sec. 4.086. Volunteer Fire Department.

~~The city council may establish and maintain a volunteer fire department and may procure fire engines and other apparatus for the extinguishment of fires, for salvage and rescue operations and provide engine houses and funds for maintenance and operation and shall authorize the forming of fire fighting companies as required.~~

- (a) The governing body of the municipality may organize a fire department consisting of fire and rescue companies and the chief and any assistant engineers. The governing body shall prescribe the powers and duties of the fire departments and its officers.
- (b) Each company may elect its own members and officers. A company may adopt a constitution and bylaws that are not inconsistent with the statutes and the municipal ordinances.
- (c) The fire department engineers shall be chosen as determined by the department, subject to the approval of the governing body, which shall pass ordinances that it considers necessary for the welfare of the department. The mayor shall commission each elected officer approved by the governing body.
- (d) The governing body may obtain fire engines, other fire-protection equipment, rescue operation equipment, and control the use of the equipment, and provide fire stations to preserve the equipment. The fire department shall maintain the fire engines and other fire-protection equipment.

~~— The companies so organized, the chief and such assistants as may be provided for, shall constitute the fire department. The department may elect its own members and officers. The officers shall be chosen as said department may determine. All officers so elected and approved shall be commissioned by the mayor. Said~~

~~department may adopt their own constitution and by laws not inconsistent with this Title or the city ordinances. The city council may pass, with approval of the fire department, such ordinances as they may deem proper for the welfare of said department. Said department shall take the care and management of the engines and other implements and apparatus provided and used for fighting fires and for salvage and rescue operations.~~

Sec. 4.097. Other departments.

~~(a) The city council may abolish or consolidate such offices and departments as it may deem to be in the best interests of the city, and may divide the administration of any such departments as it may deem advisable, may create new offices or departments, and may discontinue any offices or departments at its discretion, except those specifically established by this Charter. For services or functions of any office or department established by this Charter, the city council may as it may deem to be in the best interests of the city contract for these services and other governmental functions that may be performed by other governmental agencies through interlocal agreements.~~

~~The City of Angleton has contracted with Brazoria County, Texas to perform the functions of the former city department of health and sanitation, the department of taxation and the duties of the city assessor collector. The City Council of the City of Angleton is hereby authorized to contract by interlocal agreement allowed by the Texas Government Code and the Local Government Code to contract with other qualified governmental agencies or bodies to perform any function that the city council determines may be performed by that governmental agency to eliminate duplicity and to promote governmental efficiency.~~

~~(As amended 5-12-07)~~

~~(b) Direction by City Manager. All departments, offices and agencies are under the direction and supervision of the City Manager but may be administered by an employee appointed by and subject to the direction and supervision of the city manager.~~

ARTICLE 5. ELECTIONS

Sec. 5.01. Regular elections.

The annual city election shall be held on the day established for annual municipal elections by the State of Texas Election Code or any amendments thereto. Any conflicts with this Charter and the State of Texas Election Code in matters where state law supercedes local law, shall be controlled by the requirements or deadlines of the State of Texas Election Code to the extent of said conflict only.

(As amended 4-6-71; Ord. No. 2168-A, § 1, 3-21-89; amended 5-12-07)

~~Sec. 5.02. Qualified voters.~~

~~All citizens qualified by the constitution and laws of the State of Texas to vote in the city and who satisfy the requirements for registration prescribed by law shall be qualified voters of the city within the meaning of this Charter.~~

~~Sec. 5.03. Conduct of elections.~~

~~The provisions of the general election laws of the State of Texas shall apply to elections held under this Charter. All elections provided for the Charter shall be conducted by the election authorities established by law. For the conduct of city elections, for the prevention of fraud in such elections and the recount of ballots in cases of doubt or fraud, the council shall adopt by ordinance all regulations which it considers desirable, consistent with law and this Charter, and the election authorities may adopt, and if they adopt shall publicize, further regulations consistent with law and this Charter and the regulations of the council.~~

~~Sec. 5.04. Filing for office.~~

~~Any qualified citizen, as defined by the Texas Election Code and this Charter, who desires to become a candidate for city office shall file with the city secretary a signed application for his name to appear on the ballot. The application must meet the requirements of Section 141.031 of the Texas Election Code or any amendments thereto and must be filed with the filing period as that term is defined and set out in Section 143.007 of the Texas Election Code or any amendments thereto.~~

~~(As amended 5-12-07)~~

~~Sec. 5.05. Ballots.~~

~~All official ballots shall be printed by the date required by the Texas Election Code for the deadline in ballot printing for any general or special election and absentee and early voting shall be governed by the Texas Election Code or any amendments thereto.~~

~~(As amended 5-12-07)~~

Sec. 5.02 Election by majority.

At any regular or special municipal election the candidate for each office who has received a majority of votes cast in such election shall be declared elected. If no candidate receives a majority of the vote there shall be held a run-off election, as follows: (a) between the two candidates with the most votes if there is no tie; (b) between all candidates tied for the most votes if there is a tie for the most votes; or (c) between the candidate with the most votes and all candidates tied for the second highest number of votes if there is a tie for the second highest number of votes and no tie for the highest number of votes. In a run-off election the candidate with the most votes shall be declared elected. In the case of a tie for the most votes in a run-off election, the winner shall be decided by council vote.

(As amended 4-5-75; Ord. No. 2003-O-12C, § II, 12-16-03)

ARTICLE 6. LEGISLATION BY THE PEOPLE, RECALL, INITIATIVE AND REFERENDUM

Sec. 6.01. General powers.

The qualified voters of the City of Angleton, in addition to the method of legislation hereinbefore provided, shall have the power of direct legislation by the recall, initiative and referendum: except for adoption or amendment of the City budget or any capital expenditure; the appropriation of money; the levying of taxes; the adoption

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amendment, or repeal of zoning districts or regulations; the setting of rates, fees, charges, or assessments; approval of the issuance of bonds; or any other ordinance not subject to initiative as provided by state statute or common law.

Sec. 6.02. Scope of recall.

Any elected city official, whether elected to office by the qualified voters of the city or appointed by the city council to fill a vacancy, shall be subject to recall and removal from office by the qualified voters of the city on grounds of the general dissatisfaction of the voters as evidenced by the requisite number of voters' signatures on the recall petition as required by section 6.03 of this Charter.

(As amended 4-2-83)

Sec. 6.03. Petitions for recall.

Notice of petition

- (a) The notice of intent to circulate a petition required by this subsection must be filed prior to the date of signing of each signature contained in the petition. In this Section, "Initial Petition Date" means the date the first signature was obtained on any of the copies of a recall petition.
- (b) Any registered voter of the City may commence recall proceedings by filing with the City Secretary a petition as required by this Section, provided that the registered voter must file with the City Secretary a notice of intent to circulate a petition before circulating the petition. Additionally, a petition for recall may be filed any time after the election of the person sought to be removed.
- (c) At least one signer of the petition must swear or affirm before a notary public or other person authorized to administer oaths that each signature on the petition was made by the person whose signature it purports to be, and that oath must be memorialized on the petition.

Before the question of recall of any such officers shall be submitted to the qualified voters of the city, a petition demanding such question to be so submitted shall first be filed with the person performing the duties of city secretary, ~~which~~ and said petition shall be signed by qualified voters of the city equal in number to at least 40 percent of the number of votes cast at the last regular municipal election of the city, but in no event less than 400 such petitioners. The petition and all the signatures must satisfy the requirements for petitions and signatures of qualified voters as set forth below, and in the Texas Election Code or any amendments thereto and it shall be the duty of the city secretary to verify said petition and signatures meet said requirements before said petition is submitted to the city council.

(As amended 4-2-83; amended 5-12-07)

Sec. 6.04. Form of recall petition.

The recall petition must be addressed to the city council of the City of Angleton, must distinctly and specifically point out the ground or grounds upon which such petition for removal is predicated, and, if there be more than one ground, such as for incompetency, misconduct or malfeasance in office, shall specifically state each ground with such certainty as to give the officer sought to be removed, notice of the matters and things with which ~~he is~~ they are charged. One of the signers of each separate petition shall make an affidavit that ~~the signer, and he~~ only personally circulated such petition and that each signature appended thereto was made in ~~his~~ their presence and is the genuine signature of the person whose name it purports to be.

Sec. 6.05. Various papers constituting petition.

All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall comply with Chapter 277 of the Texas Election Code as may be amended from time to time. The petition may consist of one or more copies, and the several parts of copies of the petition may be filed separately and by different persons, but no signature to such petition shall remain effective or be counted which were placed thereon more than 45 days prior to the filing of such petition or petitions with the person performing the duties of city secretary. The one instrument All papers comprising a recall petition shall be and filed with the person performing the duties of city secretary are to be filed on the same day, and the said secretary shall immediately notify, in writing, the officer so sought to be removed, by mailing such notice to ~~his~~ their Angleton address.

Sec. 6.06. Presentation of petition to city council.

Immediately, but not later than the next regular meeting after the date of the filing of the papers constituting the recall petition, the person performing the duties of city secretary shall present such petition to the city council of the City of Angleton.

(As amended 4-1-69)

Sec. 6.07. Public hearing to be held.

The officer whose removal is sought may, within five days after such recall petition has been presented to the city council, request that a public hearing be held to permit him to present facts pertinent to the charges specified in the recall petition. In this event, the city council shall order that such public hearing or hearings be held on a date not less than five days nor more than 20 days after receiving each such request for a public hearing.

(As amended 4-2-83)

Sec. 6.08. Election to be called.

If the officer whose removal is sought does not resign, then the city council shall at its next regular meeting after such petition is presented to the city council, or if a public hearing is held, at its next regular meeting after the public hearing, order an election and fix a date for holding such recall election, the date of which election shall be on the earliest date allowed by the election laws of the State of Texas.

Sec. 6.09. Ballots in recall elections.

Ballots used at recall elections shall conform to the following requirements:

- (1) With respect to each person whose removal is sought, the question shall be submitted.
"Shall (name of person) be removed from the office of (name of office) by recall?"
- (2) Immediately below each such question there shall be printed the following words, one above the other, in the order indicated.
"YES"
"NO"

Sec. 6.10. Result of recall election.

If a majority of the votes cast at a recall election shall be "NO," that is, against the recall of the person named on the ballot, he shall continue in office for the remainder of his unexpired term, subject to recall as provided herein. If a majority of the votes cast at such an election be "YES," that is, for recall of the person named on the ballot, he shall, regardless of any technical defects in the recall petition, be deemed removed from office and the vacancy be filled as vacancies in the city council are filled, as provided in this Charter. Any such officer who has been recalled shall be disqualified from filling the vacant position created by the recall of such officer and shall not be qualified to fill such position again until after the expiration of the term for which he was elected.

(As amended 4-2-83)

Sec. 6.11. Recall, restrictions thereon.

No recall petition shall be filed against any officer of the City of Angleton within three months after his election, nor within six months after an election for such officer's recall; nor within six months of expiration of a term of such officer. In no event shall any city funds be expended to provide for the defense of or representation of any officer of the City of Angleton in connection with the recall of said officer.

(As amended 4-2-83)

Sec. 6.12. Failure of city council to call an election.

In case all the requirements of this Charter shall have been met and the city council shall fail or refuse to receive the recall petition, or order such recall election, or discharge any other duties imposed upon said city council by the provisions of this Charter with reference to such recall, then the county judge of Brazoria County, Texas, shall discharge any of such duties herein provided to be discharged by the person performing the duties of city secretary or by the city council.

Sec. 6.13. Initiative.

Notice of Petition

Qualified voters of the City of Angleton may initiate legislation by submitting a petition addressed to the city council which requests the submission of a proposed ordinance or resolution to a vote of the qualified voters of the city.

- (a) The notice of intent to circulate a petition required by this subsection to initiate legislation must be filed prior to the date of signing of each signature contained in the petition. In this Section, "Initial Petition Date" means the date the first signature was obtained on any of the copies of an initiation petition.

- (b) Any registered voter of the City may commence initiative proceedings by filing with the City Secretary a petition as required by this Section, provided that the registered voter must file with the City Secretary a notice of intent to circulate a petition before circulating the petition.

- (c) At least one signer of the petition must swear or affirm before a notary public or other person authorized to administer oaths that each signature on the petition was made by the person whose signature it purports to be, and that oath must be memorialized on the petition

Said petition must be signed by qualified voters of the city equal in number to 30 percent of the number cast at the last regular municipal election of the city, or 150 qualified voters, whichever is greater, and each copy of the petition shall have attached to it a copy of the proposed legislation. The petition shall be signed as provided for in the requirements for signatures on petitions as set forth in the Texas Election Code or any amendments thereto. ~~The petition may consist of one or more copies as permitted in section 6.05 of this Charter.~~ Such petition shall be filed with the person performing the duties of city secretary and within ten ~~five~~ days after the filing of such petition, the person performing the duties of city secretary shall present a copy of said petition and proposed ordinance or resolution to each member of the city council. Upon presentation to city council ~~it of the petition and draft of the proposed ordinance or resolution,~~ it shall become the duty of the city council, at the next regular meeting, or within thirty days, whichever is earlier ~~and that will comply with the notice requirements of the Open Meetings Act,~~ to either pass and adopt such ordinance or resolution, ~~without alteration as to meaning or effect in the opinion of the persons filing the petition,~~ or to call a special election, to be held on the earliest date allowed by the election laws of the State of Texas, ~~at which election the qualified voters of the City of Angleton shall vote on the question of adopting or rejecting the proposed legislation.~~ However, if any other municipal election is to be held ~~in 60~~ 78 days after the filing of the petition, the question may be voted on at such uniform election date.

(As amended 5-12-07)

Sec. 6.14. Referendum.

Notice of Petition

Qualified voters of the City of Angleton may initiate repeal of legislation by submitting a petition for referendum addressed to the city council which requests the repeal of legislation to a vote of the qualified voters of the city.

- (d) The notice of intent to circulate a petition required by this subsection to repeal legislation must be filed prior to the date of signing of each signature contained in the petition. In this Section, "Initial Petition Date" means the date the first signature was obtained on any of the copies of a referendum petition.
- (e) Any registered voter of the City may commence referendum proceedings by filing with the City Secretary a petition as required by this Section, provided that the registered voter must file with the City Secretary a notice of intent to circulate a petition before circulating the petition. Additionally, a petition for referendum may be filed any time after the passage of the legislation sought to be repealed.
- (f) At least one signer of the petition must swear or affirm before a notary public or other person authorized to administer oaths that each signature on the petition was made by the person whose signature it purports to be, and that oath must be memorialized on the petition

Qualified voters of the City of Angleton may require that any ordinance or resolution, with the exception of ordinances or resolutions levying taxes or issuing tax or revenue bonds, passed by the city council be submitted to the voters of the city for approval or disapproval, by submitting a petition for this purpose within 30 days after final passage of said ordinance or resolution. Said petition shall be addressed, prepared, signed and verified as required for petitions initiating legislation, as provided in section 6.13 of this Charter and shall be submitted to the person performing the duties of city secretary. Immediately upon filing of such petition, the city secretary shall present said

petition to the city council. Thereupon the city council shall immediately reconsider such ordinance or resolution and, if it does not entirely repeal the same, shall submit it to popular vote as provided in section 6.13 of this Charter. Pending the holding of such election, such ordinance or resolution shall be suspended from taking effect and shall not later take effect unless a majority of the qualified voters voting thereon at such election shall vote in favor thereof.

A petition for referendum that failed may not be submitted again for two years.

(Ord. No. 2003-O-12C, § II, 12-16-03)

Sec. 6.15. Voluntary submission of legislation by the council.

The city council, upon its own motion and by a majority of its members, may submit to popular vote at any election for adoption or rejection any proposed ordinance or resolution or measure, or may submit for repeal any existing ordinance, resolution, or measure, in the same manner and with same force and effect as provided in this article for submission on petition, and may in its discretion call a special election for this purpose.

Sec. 6.16. Form of ballots.

The ballots used when voting upon such proposed and referred ordinances, resolutions or measures, shall set forth their nature sufficiently to identify them as required by the Texas Election Code, as amended. ~~and shall also set forth upon separate lines the words:~~

"FOR the ORDINANCE," and
"AGAINST the ORDINANCE," or

"FOR the RESOLUTION," and
"AGAINST the RESOLUTION"

Sec. 6.17. Publication of proposed and referred ordinances.

The person performing the duties of city secretary shall publish at least once in a ccordance with the Texas Election Code, as amended. ~~newspaper of general circulation in the city, the proposed or referred ordinance or resolution, not less than 15 days before the date of the election and shall give such other notices and perform such other acts relative to such elections as are required in general municipal elections or by the ordinance or resolution calling said election.~~

~~(As amended 5-12-07)~~

Sec. 6.18. Adoption of ordinances.

If a majority of the qualified voters voting on any proposed ordinance or resolution or measure shall vote in favor thereof, it shall thereupon, or at any time fixed therein, become effective as a law or as a mandatory order to the city council.

~~Sec. 6.19. Inconsistent ordinances.~~

~~If the provisions of two or more proposed ordinances or resolutions approved at the same election are inconsistent, the ordinance or resolution receiving the highest number of votes shall prevail.~~

~~Sec. 6.20. Ordinances passed by popular vote, repeal or amendment.~~

~~No ordinances or resolutions which may have been passed by the city council upon a petition or adopted by popular vote under the provisions of this article shall be repealed or amended except by the city council in response to a referendum petition or by submission as provided in section 6.15 of this Charter.~~

~~Sec. 6.21. Further regulations by city council.~~

~~The city council may pass ordinances or resolutions providing other and further regulations for carrying out the provisions of this article consistent herewith.~~

~~Sec. 6.22. Franchise ordinances.~~

~~Nothing contained in this article shall be construed to be in conflict with any of the provisions of article 9 of this Charter, pertaining to ordinances granting franchises when valuable rights shall have accrued thereunder.~~

ARTICLE 7. MUNICIPAL PLANNING AND ZONING

Sec. 7.01. Platting of property.

- (a) The City Council shall create a Planning Commission and a Zoning Commission, and may combine or, after being combined, separate the same at its discretion.

~~Hereafter, eEvery~~ owner of any tract of land situated within the corporate limits of the City of Angleton who may divide the same in two or more parts for the purpose of laying out any subdivision or any addition to the city shall comply with the provisions of city code of ordinances s number 333, as adopted or hereafter as amended.

- (b) The provisions of section 7.01(a) shall apply similarly to the owner of any tract of land situated within the area of extraterritorial jurisdiction of the City of Angleton.

~~Sec. 7.02. Development of property.~~

~~The City Council is authorized to cooperate with persons interested in development of property situated within or beyond the corporate limits of the city, but the city may not expend public funds for property development unless the use of public funds accomplishes a public purpose and complies with the laws and the constitutions of the State of Texas and the United States.~~

~~(As amended 5-19-15)~~

~~Sec. 7.03. Planning commission.~~

~~The city council shall appoint a city planning commission consisting of seven members who shall be residents of the City of Angleton, real property owners and shall not be employees of the city.~~

- ~~(1) Term of office. Three members shall be appointed in each odd number year, and four members shall be appointed in each even numbered year, within 30 days after each regular city election to serve a term of two years.~~

- (2) ~~Rules of procedure. The commission shall elect, annually, one of its number chairman, and shall establish its own rules of procedure which shall include the following. A quorum shall consist of a majority of the members of the commission and an affirmative vote of a majority of those present shall be necessary to pass upon pending questions. All meetings shall be open to the public and a record of all proceedings shall be kept by the person performing the duties of the city secretary and shall be a public record.~~
- (3) ~~Vacancies. Membership on the planning commission shall be accompanied by active participation in the activities of the commission, and any member who is absent from three consecutive meetings of the commission without valid excuse, as determined by the commission, shall automatically be dismissed from membership. The commission shall at once notify the city council that a vacancy in the planning commission exists. Vacancies occurring in the commission, for whatever reason, shall be filled within 30 days by appointment by the city council for the remainder of the unexpired term.~~
- (4) ~~Powers and duties. The commission shall have the power and shall be required to:~~
- ~~a. Amend, extend and add to the master plan for the physical development of the city;~~
 - ~~b. Recommend to the city council approval or disapproval of plats of proposed subdivisions submitted in accordance with city ordinance number 333 as adopted or hereafter amended. (As amended 4-1-69);~~
 - ~~c. Recommend to the city council approval or disapproval of proposed changes in the zoning plan;~~
 - ~~d. Make, and recommend to the city council for adoption, plans for the clearance and rebuilding of slum districts and blighted areas which may develop within the city;~~
 - ~~e. Recommend to the city council the amendment, extension and revision of the building code, which code shall include the minimum standard of construction for building, the minimum standards for plumbing, and the minimum standards for wiring;~~
 - ~~f. Submit annually to the city manager, not less than 90 days prior to the beginning of the budget year, a list of recommendations for capital improvements which, in the opinion of the commission, are necessary or desirable to be constructed during the forthcoming five years. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year;~~
 - ~~g. Meet no less than once each month when there is business pending that is legally ripe for consideration as required by state law, meetings to be held at the city hall unless prior notice of change of meeting place be given by publication in a newspaper in general circulation in the City of Angleton;~~
 - ~~h. Perform such other duties and be vested with such other powers as the city council shall from time to time prescribe.~~
- (5) ~~Liaison with city council. The city manager or his representatives shall attend the meetings of the planning commission and shall serve as liaison between the planning commission and the city council.~~

~~(As amended 5-12-07; 5-19-15)~~

Sec. 7.02. Zoning board of adjustment.

The city council shall appoint a zoning board of adjustment in accordance with State law ~~of five members who shall be citizens of the City of Angleton, shall be appointed to serve for a term of two years, shall adopt the rules in accordance with the zoning ordinances of the city, shall select one of their number chairman, and shall meet at the~~

~~call of said chairman and at such other times as the board may determine. All meetings of such board shall be open to the public and minutes shall be kept of all proceedings by the person performing the duties of the city secretary, showing the vote of each member present upon every question. The board shall have all powers granted in V.T.C.A., Local Government Code §§ 211.001—211.013, as now or hereafter amended, which shall include the power to hear and determine appeals from refusal of building permits, and to permit exception to or variations from the zoning regulations in classes of cases or situations in accordance with the principles, conditions and procedures specified in the zoning ordinance.~~

~~(Ord. No. 20210413-009, § 2(Exh. A), 4-13-21)~~

~~Sec. 7.05. Alternate zoning commission.~~

~~The city planning commission may, at the discretion of the city council, act as the city zoning board.~~

ARTICLE 8. MUNICIPAL FINANCE

Sec. 8.01. Fiscal year.

The fiscal year of the City of Angleton shall begin on the first day of October and shall end on the last day of September of each calendar year. Such fiscal year shall also constitute the budget and the accounting year.

Sec. 8.02. Preparation and submission of budget.

The City Manager shall submit the annual budget to the City Council no later than sixty (60) days before the beginning of the Fiscal Year.

The budget shall be accompanied by a report from the City Manager, with supporting schedules and exhibits, setting forth a complete financial plan for operation of the City during the coming fiscal year, with suitable explanation of any major changes in the cost of operation or the financial policy with supporting documentation as necessary.

~~The city manager, between 60 and 90 days prior to the beginning of each fiscal year, or as soon as practicable after all necessary information is obtained from the county appraisal and taxing authorities, shall submit to the council a proposed budget, which budget shall provide a complete financial plan for the fiscal year and shall contain the following:~~

- ~~(1) A budget message, explanatory of the budget, which message shall contain an outline of the proposed financial policies of the city for the fiscal year, shall set forth the reasons for salient changes from the previous fiscal year in expenditure and revenue items, and shall explain any major changes in financial policy;~~
- ~~(2) A consolidated statement of anticipated receipts and proposed expenditures for all funds;~~
- ~~(3) An analysis of property valuations;~~
- ~~(4) An analysis of tax rates;~~
- ~~(5) Tax levies and tax collections by years for at least the immediate past five years;~~
- ~~(6) General fund resources in detail;~~

- (7) ~~Special fund resources in detail;~~
- (8) ~~Summary of proposed expenditures by function, department and activity;~~
- (9) ~~Detailed estimates of expenditures shown separately for each activity to support the summary (8) above;~~
- (10) ~~A revenue and expense statement for all types of bonds;~~
- (11) ~~A description of all bond issues outstanding, showing rate of interest, date of issue, maturity date, amount authorized, amount issued and amount outstanding;~~
- (12) ~~A schedule of requirements for the principal and interest of each issue of bonds;~~
- (13) ~~The appropriation ordinance;~~
- (14) ~~The tax levying ordinance.~~

(Ord. No. 2003-O-12C, § II, 12-16-03; amended 5-12-07)

~~Sec. 8.03. Anticipated revenues compared with other years in budget.~~

~~In preparing the budget, the city manager shall place in parallel columns opposite the several items of revenue the actual amount of each item for the last complete fiscal year, the estimated amount for the current fiscal year, and the proposed amount for the ensuing fiscal year.~~

(As amended 5-12-07)

~~Sec. 8.04. Proposed expenditures compared with other years.~~

~~The city manager, in the preparation of the budget shall place in parallel columns opposite the various items of expenditures the actual amount of such items of expenditures for the last completed fiscal year, the estimated amount for the current fiscal year, and the proposed amount for the ensuing fiscal year.~~

(As amended 5-12-07)

~~Sec. 8.05. Budget a public record.~~

~~The budget and all supporting schedules shall be filed with the person performing the duties of city secretary, submitted to the council and shall be a public record. The city manager shall provide copies for distribution to all interested persons.~~

(As amended 5-12-07)

~~Sec. 8.06. Notice of public hearing on budget.~~

~~The city shall cause to be published in a newspaper of general circulation in the City of Angleton, a notice of the hearing setting forth the time and place thereof. Requirements governing the publication date (not content) for said notice shall be in accordance with the requirements established by the State of Texas for publication of the hearing for increasing the effective tax rate, regardless whether a tax rate increase is actually proposed.~~

(As amended 4-2-83; Ord. No. 2003-O-12C, § II, 12-16-03; amended 5-12-07)

~~Sec. 8.07. Public hearing of budget.~~

~~At the time and place set forth in the notice required by section 8.06, or at any time and place to which such public hearing shall from time to time be adjourned, the city council shall hold a public hearing on the budget submitted, and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained.~~

~~(As amended 4-6-85; Ord. No. 2003-O-12C, § II, 12-16-03)~~

~~Sec. 8.08. Proceedings on budget after public hearings.~~

~~After the conclusion of such public hearing, the city council may insert new items or may increase or decrease the items of the budget, except items in proposed expenditures fixed by law, but where it shall increase the total proposed expenditures, it shall also provide for an increase in the total anticipated revenue to at least equal such proposed expenditures.~~

~~Sec. 8.09. Vote required for adoption.~~

~~The budget shall be adopted by the favorable vote of a majority of the members of the whole city council.~~

~~Sec. 8.10. Date of final adoption.~~

~~The budget shall be finally adopted within the time frame provided by law for adopting a tax rate and should the city council fail to so adopt a budget, the then existing budget, together with its tax levying ordinance and its appropriation ordinance, shall be deemed adopted for the ensuing fiscal year.~~

~~(Ord. No. 2003-O-12C, § II, 12-16-03)~~

~~Sec. 8.11. Effective date of budget; certification; copies made available.~~

~~Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget, as finally adopted, shall be filed with the person performing the duties of city secretary and the county clerk of Brazoria County. The final budget shall be printed, mimeographed or otherwise reproduced and copies shall be made available for the use of all offices, departments and agencies and for the use of interested persons, and civic organizations.~~

~~(Ord. No. 2010-O-5a, exh. A, 5-18-10)~~

~~Sec. 8.12. Budget established appropriations.~~

~~From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes therein named.~~

~~Sec. 8.13. Budget established amount to be raised by property tax.~~

~~From the effective date of the budget, the amount stated therein as the amount to be raised by property tax shall constitute a determination of the amount of the levy for the purposes of the city in the corresponding tax year, provided, however, that in no event shall such levy exceed the legal limit provided by the laws and constitution of the State of Texas.~~

Sec. 8.14. Contingent appropriation.

Provision shall be made in the annual budget and in the appropriation ordinance for a contingent appropriation in an amount not more than three per centum of the total budget to be used in case of unforeseen items of expenditures. Such contingent appropriation shall be under the control of the city manager and distributed by him, after approval by the city council. Expenditures from this appropriation shall be made only in case of established emergencies and a detailed account of such expenditures shall be recorded and reported.

(As amended 5-12-07)

Sec. 8.15. Estimated expenditures shall not exceed estimated resources.

The total estimated expenditures of the general fund and debt service fund shall not exceed the total estimated resources of each fund (prospective income plus cash on hand). The classification of revenue and expenditure accounts shall conform as nearly as local conditions will permit to the uniform classification as promulgated by the national committee on governmental accounting or some other nationally accepted classification.

Sec. 8.16. Budget amendments.

The city budget may be amended and appropriations altered for municipal purposes in accordance with state law.

(Ord. No. 2010-O-5^a, exh. A, 5-18-10)

Sec. 8.17. Purchase procedure.

All purchases made and contracts executed by the city shall be pursuant to a requisition from the head of the office, department or agency whose appropriation will be charged, and no contract or order shall be binding upon the city unless and until the city manager certifies that there is to the credit of such office, department or agency a sufficient unencumbered appropriation and allotment balance to pay for the supplies, materials, equipment, or contractual services for which the contract or order is to be issued. All purchases made and contracts executed by the city shall be made in accordance with the requirements of this Charter and all applicable requirements of the Constitution and Statutes of the State of Texas. All contracts for purchases or expenditures must be expressly approved in advance by the council, except that the council may by ordinance confer upon the city manager, general authority to contract for and pay expenditures without further approval of the council for all budgeted items the cost of which does not exceed 50 percent of the amount for which state law requires competitive bidding or competitive proposals.

(Amended April 7, 1979; Ord. No. 2003-O-12C, § II, 12-16-03; amended 5-12-07)

Sec. 8.18. Disbursement of funds.

All checks, vouchers or warrants for the withdrawal of money from the city depository shall be signed by the city manager or his deputy, and countersigned by a member of the city council.

(As amended 5-12-07)

~~Sec. 8.19. Reserved.~~

~~Editor's note(s) — Charter amendment of May 12, 2007, deleted § 8.19, which pertained to the department of taxation.~~

Sec. 8.03. Power to tax.

The city council shall have the power under the provisions of the state law to levy, assess and collect an annual tax upon real and personal property within the city to the maximum provided by the constitution and general laws of the State of Texas.

~~Sec. 8.21. Property subject to tax; method of assessment.~~

~~All real and personal property within the City of Angleton not expressly exempted by law, shall be subject to annual taxation in the manner provided for in V.T.C.A., Tax Code.~~

~~(As amended 4-2-83; Ord. No. 20210413-009, § 2(Exh. A), 4-13-21)~~

~~Sec. 8.22. Board of equalization; appointment; qualification.~~

~~(Repealed April 2, 1983)~~

~~Sec. 8.23. Powers of board of equalization.~~

~~(Repealed April 2, 1983)~~

~~Sec. 8.24. Records of board of equalization.~~

~~(Repealed April 2, 1983)~~

~~Sec. 8.25. Taxes; when due and payable.~~

~~All taxes due the City of Angleton shall be payable at the office of the city assessor-collector and may be paid at any time after the tax rolls for the year have been completed and approved which shall be not later than October 1. Taxes shall be paid before February 1, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as the city council may provide by ordinance. The city council may provide further by ordinance that all taxes, either current or delinquent, due the City of Angleton may be paid in installments. Failure to levy and assess taxes through omission in preparation of the approved tax roll shall not relieve the person, firm or corporation so omitted from obligation to pay such current or past due taxes shown to be payable by recheck of the rolls and receipts for the year in question, unless otherwise provided by law. These services and the office of the city assessor-collector are being performed by Brazoria County through an interlocal agreement.~~

~~(As amended 4-7-73; amended 5-12-07)~~

Sec. 8.26. Tax liens.

(a) — The tax levied by the city is hereby declared to be a lien, charge or encumbrance upon the property upon which the tax is due, which lien, charge or encumbrance the city is entitled to enforce and foreclose in any court

~~having jurisdiction over the same, and the lien charge or encumbrance on the property in favor of the city, for the amount of taxes due on such property is such as to give the state courts jurisdiction to enforce and foreclose said lien on the property on which the tax is due, not only as against any resident of this state or person whose residence is unknown, but also as against non residents. All taxes upon real estate shall especially be a lien and a charge upon the property upon which the taxes are due, which lien may be foreclosed in any court having jurisdiction. The city's tax lien shall exist from January 1 in each year until the taxes are paid, and the statute of limitations shall not apply. Such lien shall be prior to all other claims, and no gift, sale, assignment or transfer of any kind, or judicial writ of any kind, can ever defeat such lien.~~

- ~~(b) All persons or corporations owning or holding personal property or real estate in the City of Angleton on the first day of January of each year shall be liable for all municipal taxes levied thereon for such year. The personal property of all persons owing any taxes to the City of Angleton is hereby made liable for all of said taxes, whether the same be due upon personal or real property or upon both.~~

~~Sec. 8.27. Tax remissions, discount and correction of error.~~

~~The city council or any other official of the city shall never extend the time for the payment of taxes except as herein provided, or remit, or discount any tax legally due the city, nor waive the penalty and interest that may be due thereon to any persons, firms or corporations owing taxes to the city for such year or years, provided, however, that this provision shall not prevent the discounting of any tax suit or the correction of any errors in assessment, or preparation of tax rolls, or preparation of a tax statement. Such discount or correction of errors shall first have the approval of the city council.~~

Sec. 8.04. Issuance of bonds.

The City of Angleton shall have the power to issue bonds and levy a tax to support the issue for permanent improvements and all other lawful purposes:

- ~~(1) General obligation bonds. The city shall have the power to borrow money on the credit of the city and to issue general obligation bonds for permanent public improvements or for any other public purpose not prohibited by the constitution and laws of the State of Texas and to issue refunding bonds to refund outstanding bonds of the city previously issued. All such bonds shall be issued in conformity with the laws of the State of Texas.~~
- ~~(2) Revenue bonds. The city shall have the power to borrow money for the purpose of constructing, purchasing, improving, extending or repairing of public utilities, recreational facilities or any other self-liquidating municipal function not prohibited by the constitution and laws of the State of Texas and to issue revenue bonds to evidence the obligation created thereby, and to issue refunding bonds to refund outstanding revenue bonds of the city previously issued. All such bonds shall be issued in conformity with the laws of the State of Texas.~~
- ~~(3) Sale of bonds. No bonds (other than refunding bonds issued to refund and in exchange of previously issued outstanding bonds) issued by the city shall be sold for less than par value and accrued interest. All bonds of the city having been issued and sold in accordance with the terms of this section, and having been delivered to the purchasers thereof shall thereafter be incontestable and all bonds issued to refund and in exchange of outstanding bonds previously issued shall, after said exchange be incontestable.~~

Sec. 8.29. Reserved.

Editor's note(s)—Ord. No. 8-05-2018, § 2, May 24, 2018, repealed § 8.29 entitled "Sales tax funds," which derived from an amendment of Apr. 6, 1971; and May 12, 2007.

ARTICLE 9. FRANCHISES AND PUBLIC UTILITIES

Sec. 9.01. Powers of the city.

In addition to the city's power to buy, construct, lease, maintain, operate, and regulate public utilities and to manufacture, distribute, and sell the output of such utility operations, the city shall have such further powers as may now or thereafter be granted under the constitution and laws of the State of Texas.

Sec. 9.02. Power to grant franchise.

The council shall have the power, by ordinance, to grant, renew, extend and amend, all franchises of all public utilities of every character operating within the city. No franchise shall be for an indeterminate period, and no franchise shall be granted for a term of more than 30 years from the date of grant, renewal or extension.

No grant or franchise to construct, maintain, or operate a public utility and no renewal or extension of any such grant shall be exclusive.

~~Sec. 9.03. Grant not to be exclusive.~~

~~No grant or franchise to construct, maintain, or operate a public utility and no renewal or extension of any such grant shall be exclusive.~~

~~Sec. 9.04. Ordinances granting franchise.~~

~~All ordinances granting, renewing, extending or amending a public utility franchise shall be read at two separate regular meetings of the council, and shall not be finally passed until 30 days after the first reading, and no such ordinance shall take effect until 30 days after its final passage, and the full text of such ordinance shall be published once, within 15 days following the first reading, in the official newspaper of the city, and the expense of such publication shall be borne by the prospective franchise holder.~~

~~Sec. 9.05. Transfer of franchise.~~

~~No public utility franchise shall be transferable except with the approval of the council expressed by ordinance. The term "transferable," as used herein, shall not be construed in such a manner as to prevent the franchise holder from pledging said franchise as security for a valid debt or mortgage.~~

~~Sec. 9.06. Franchise value not to be allowed.~~

~~No value shall be assigned to any franchise granted by the city in fixing reasonable rates and charges for utility service within the city and in determining the just compensation to be paid by the city for public utility property which it may acquire by condemnation or otherwise.~~

Sec. 9.03. Right of regulation.

Every grant, renewal, extension or amendment of a public utility franchise, whether so provided in the ordinance or not, shall be subject to the right of the council:

- (1) To forfeit any such franchise by ordinance at any time for the failure of holder thereof to comply with the terms of the franchise, such power to be exercised only after notice and hearing, and a reasonable opportunity to correct the default;
- (2) To establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates;
- (3) To impose reasonable regulations to insure safe, efficient and continuous service to the public;
- (4) To examine and audit at any time during regular business hours the accounts and records of any such utility which are relevant to the city's right of regulation, and to require annual and other reports, including reports of operation within the city;
- (5) To require such compensation and rental as may be permitted by the laws of the State of Texas.

Sec. 9.04. Regulation of rates.

The council shall have full power, after notice and hearing, to regulate by ordinance, the rates of every public utility operating in the city provided that no such ordinance shall be passed as an emergency measure. The City of Angleton shall have power to employ at the expense of the grantee expert assistance and advice in determining a reasonable rate and equitable profit to the grantee.

Sec. 9.05. Municipally owned utilities.

Accounts shall be kept for each public utility owned or operated by the city, in such manner as to show the true and complete financial results of such city ownership and operation including all assets and all liabilities, appropriately subdivided by classes, depreciation reserve, other reserves and surplus, also revenues, operating expenses including depreciation, interest payments, rental and other disposition of annual income. The accounts shall show actual capital cost to the city of each utility owned, also the cost of all extensions, additions, and improvements and the source of funds expended for such capital purposes. The accounts shall show as nearly as possible the cost of any service furnished to or rendered by any such utility to any city department. The council shall cause an annual report to be made by a certified public accountant and shall publish such report showing the financial results of such city ownership and operation, giving the information specified in this section and such other data as the council shall require.

Sec. 9.10. Sales of municipal services.

~~The Council shall have the power and authority to:~~

- ~~(1) In or outside the limits of the city, sell and distribute water, sell and provide sewer service, provide for garbage and trash collection and disposition, and to provide similar services;~~
- ~~(2) Prescribe the kind of materials used within or beyond the limits of the city for such municipal services, inspect the same and require such materials to be kept in good order and condition at all times, make such rules and regulations as shall be necessary and proper, and prescribe penalties for noncompliance with same.~~

ARTICLE 10. GENERAL PROVISIONS

Sec. 10.01. Official oath.

All officers of the city shall, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed in the constitution of the State of Texas.

~~Sec. 10.02. Public records.~~

~~All public records of every office, department or agency of the city shall be open to inspection by any citizen at all reasonable times, provided that police records and vital statistics records, and any other records closed to the public by law, shall not be considered public records for the purpose of this section.~~

~~Sec. 10.03. Official newspaper.~~

~~The council shall have the power to contract annually with, and by resolution designate, a public newspaper of general circulation in the city as official organ thereof and to continue as such until another is designated, and shall cause to be published therein all ordinances, notices and other matter required by this Charter, by the ordinances of the city, or by the constitution and laws of the State of Texas, to be published.~~

Sec. 10.02. Notice of claim.

Before the city shall be liable to damage claims on suit for personal injury, or damage to property, the person who is injured or whose property is damaged or someone in his behalf shall give the city manager or the person performing the duties of the city secretary, notice in writing within 30 days after the occurrence of the alleged injury or damage, stating specifically in such notice when, where and how the injury or damage was sustained, and setting forth the extent of the injury or damage as accurately as possible. No action at law for damages shall be brought against the city for personal injury or damage to property prior to the expiration of 60 days after the notice herein before described has been filed with the city manager or the person performing the duties of city secretary, nor later than two years after the occurrence of the injury or damage to property. In case of injuries resulting in death, before the city shall be liable in damages therefor the person or persons claiming such damages shall within 30 days after the death of the injured person give notice as above required in case of personal injury. Provided, however, that nothing herein contained shall be construed to mean that the City of Angleton waives any rights, privileges, defenses or immunities in tort actions which are provided under the common law, the constitution and general laws of the State of Texas.

(As amended 5-12-07)

Sec. 10.03. Provision relating to assignment, execution and garnishment.

The property, real and personal belonging to the city shall not be liable to be sold or appropriated under any writ of execution or cost bill. The funds belonging to the city in the hands of any person, firm or corporation, shall not be liable to garnishment, attachment or sequestration, nor shall the city be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. Neither the city nor any of its officers or agents shall be required to answer any such writ or garnishment on any account whatever. The city shall not be obligated to recognize any assignment of wages or funds by its employees, agents or contractors.

Sec. 10.04. City not required to give security or execute bond.

It shall not be necessary in any action, suit or proceedings in which the City of Angleton is a party, for any bond or other security to be demanded or executed by or on behalf of said city in any of the state courts, but in all such actions, suits, appeals or proceedings same shall be conducted in the manner as if such bond or other security had been given as required by law.

Sec. 10.05. Personal interest in city contract.

Any officer or employee of the city having a substantial interest in a business entity or real property, as those terms are defined in Chapter 171 of the Texas Local Government Code as it now reads or may hereafter be amended, shall comply with Chapter 171 and, if necessary, shall file an affidavit stating the nature and extent of the interest before any vote or discussion on the matter involving the business entity or real property, abstain from participation, discussion and vote in the matter and comply with other applicable provisions of Chapter 171.

(As amended 4-6-85; amended 5-12-07; Ord. No. 2010-O-5A, exh. A, 5-18-10)

Sec. 10.06. Nepotism.

No city officer or employee shall violate any applicable nepotism law of the State of Texas as it now reads or may read in the future.

(As amended 5-12-07; Ord. No. 2010-O-5A, exh. A, 5-18-10)

~~Sec. 10.09. Continuation of budget.~~

~~The budget adopted for the city for the fiscal year September 1, 1966 to August 31, 1967 shall be and become the budget for the same fiscal year under this Charter.~~

~~Sec. 10.10. Effect of Charter on existing law.~~

~~All codes, ordinances, resolutions, rules and regulations in force in the city on the effective date of this Charter, and not in conflict with this Charter shall remain in force until altered, amended or repealed by the council. All taxes, assessments, liens, encumbrances and demands, of or against the city, fixed or established before such date, or for the fixing or establishing of which proceedings have begun at such date, shall be valid when property [properly] fixed or established either under the law in force at the time of the beginning of such proceedings or under the law after the adoption of this Charter.~~

~~Sec. 10.11. Interim municipal government.~~

~~Upon adoption of this Charter, the persons then filling elective offices will continue to fill those offices for the terms to which they were elected. Thereafter, the city council shall be elected as provided in section 1, article III of this Charter. Persons, who on the date this Charter is adopted, are filling appointive positions with the City of Angleton which are retained under this Charter, may continue to fill these positions for the term for which they were appointed, unless removed by the city council or by other means provided for in this Charter. Persons who, on the effective date of this Charter, are filling elective offices, that by this Charter are made appointive offices shall continue to serve in those offices for the terms to which they were elected.~~

Sec. 10.07. Applicability of general laws.

The Constitution of the State of Texas, the statutes of said state applicable to home-rules municipal corporations, as now or hereafter enacted, this Charter and ordinances enacted pursuant hereto shall in the order mentioned, be applicable to the City of Angleton, but the city shall also have the power to exercise any and all powers conferred by the laws of the State of Texas upon any other kind of city, town or village, not contrary to the provisions of said home-rule statutes, charter and ordinances, but the exercise of any such powers by the City of Angleton shall be optional with it, and it shall not be required to conform to the law governing any other cities, towns or villages unless and until by ordinance it adopts same.

Sec. 10.08. Amending the Charter.

1. Amendments to this Charter may be framed and submitted to the voters of the city in the manner provided by the applicable statute of the State of Texas.

2. NON-SUBSTANTIVE REVISIONS.

(a) The City Council may, without approval of the voters, adopt an ordinance that makes the following types of revisions to this Charter:

- (1) Renumbering, revising titles, and rearranging parts thereof;
- (2) Correcting errors in spelling, grammar, cross-references, and punctuation; and
- (3) Revising language to reflect modern usage and style.

(b) A revision adopted under this section is not intended to and is not to be interpreted as making any substantive change in any Charter provision.

Sec. 10.09. ~~Separability~~ Severability clause.

If any section or part of a section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of a section to which such holding shall directly apply.

Sec. 10.10. Charter review commission.

Every five years ~~The~~ city council shall appoint at its first regular meeting in October ~~of each even numbered year,~~ a charter review commission of five citizens of the City of Angleton.

(As amended 4-5-75)

- (1) Duties of the commission. It shall be the duty of such charter review commission to:
 - a. Inquire into the operations of the city government under the Charter provisions and determine whether any such provisions require revision. To this end public hearings may be held, and the commission shall have the power to compel the attendance of any officer or employee of the city and to require the submission of any of the city records which it may deem necessary to the conduct of such hearing;
 - b. Propose any recommendations it may deem desirable to insure compliance with the provisions of the Charter by the several departments of the city government;

- c. Propose, if it deems desirable, amendments to this Charter to improve the effective application of said Charter to current conditions;
 - d. Report its finding and present its proposed amendments, if any, to the city council.
- (2) Action by the city council. The city council shall receive ~~and have published in a newspaper of general circulation in the City of Angleton~~ any report presented by the charter review commission, shall consider any recommendations made, and if any amendments or amendment be presented as a part of such report may order such amendment or amendments to be submitted to the voters of the city in the manner provided by the applicable statute of the State of Texas.
- (3) Term of office. The term of office of such charter review commission shall be ~~six~~ twelve months and, if during such term no report is presented to the city council, then all records of the proceedings of such commission shall be filed with the person performing the duties of city secretary and shall become a public record.

Sec. 10.16. Submission of Charter to voters.

~~The charter commission, in preparing this Charter, finds and decides that it is impracticable to segregate each subject so as to permit a vote of "yes" or "no" on the same, for the reason that the Charter is so constructed that in order to enable it to work and function, it is necessary that it should be adopted in its entirety. For these reasons, the charter commission directs that the said Charter be voted upon as a whole and that it shall be submitted to the qualified voters of the City of Angleton at an election to be held for that purpose on the 17th day of February, 1967. Not less than 30 days prior to such election the city council shall cause the city secretary to mail a copy of this Charter to each qualified voter of the City of Angleton as appears from the latest city tax collector's roll. Within five days after such election, the city council shall canvass the votes and, if the Charter is adopted by a majority of the qualified voters in said election, the city council shall enter upon the records of the city an official order declaring the Charter adopted and this Charter shall take effect immediately, and the city secretary shall file an official copy of the Charter with the records of the city. The city secretary shall furnish the mayor a copy of said Charter, which copy of the Charter so adopted, authenticated and certified by his signature and the seal of the city, shall be forwarded by the mayor to the secretary of state of the State of Texas and shall show the approval of such Charter by majority vote of the qualified voters voting at such election.~~

Sec. 10.11. Meaning of word "city."

When used in this Charter, unless otherwise apparent from the context the word "city" means "City of Angleton."

Section 10.12. Transition elections

~~In order to provide for a smooth transition from a six-member council elected to three terms of two years per term to a six-member council elected to three-year terms, as provided in Article 3 of this Charter, the following election schedule shall be followed until such time as all Council Members are elected to three-year staggered terms:~~

2022

Council position 1 shall be elected to a three-year term to expire	2025
Council position 5 shall be elected to a three-year term to expire	2025
Council position 3 shall be elected to a two-year term to expire	2024

2023

Council position 2 shall be elected to a three-year term to expire	2026
Council position 4 shall be elected to a three-year term to expire	2026

2024

Mayor shall be elected to a three-year term to expire	2027
Council position 3 shall be elected to a three-year term to expire	2027

2025

Council position 1 shall be elected to a three-year term to expire	2028
Council position 5 shall be elected to a three-year term to expire	2028

2026

Council position 2 shall be elected to a three-year term to expire	2029
Council Position 4 shall be elected to a three-year term to expire	2029

2027

Mayor shall be elected to a three-year term to expire	2030
Council position 3 shall be elected to a three-year term to expire	2030