



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, JUNE 13, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

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

#### PLEDGE OF ALLEGIANCE

#### INVOCATION

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

#### CEREMONIAL PRESENTATIONS

1. Administer Oath of Office to Terry Roberts, Council Member, Position 3 by Angleton Municipal Court Alternate Judge Mark Jones.
2. Presentation of Mary Svoboda Day Proclamation.
3. Ceremonial Presentation of June 2023 Keep Angleton Beautiful Yard of the Month and Business of the Month.

#### CONSENT AGENDA

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

- [4.](#) Discussion and possible action on waiving fees for the Juneteenth Mass Gatherings permit and permit use of Bates Park pavilion.
- [5.](#) Discussion and possible action on approval of the City Council Minutes of April 25, 2023.

## **PUBLIC HEARINGS AND ACTION ITEMS**

- [6.](#) Hold the required annual Public Hearing to receive comments regarding the 2023 Standards of Care for youth recreational programs the Angleton Parks and Recreation Department will operate. Discussion and possible action on Ordinance No. 20230613-006 amending and adopting the 2023 Standards of Care for Youth Programs by revising Chapter 17 – Parks and Recreation, Article 1. – In Genera, Section 17-3 Standards of care for youth recreational programs.

## **REGULAR AGENDA**

- [7.](#) Discussion and possible action on the election of Mayor pro-tem to serve a one-year term.
- [8.](#) Presentation, update and discussion by Brazosport Water Authority (BWA) on the current and future area surface water supply and storage.
- [9.](#) Presentation and discussion by Gulf Coast Transit District to eliminate fixed route service in Angleton and offer on demand service for all riders.
- [10.](#) Presentation, discussion and possible action on the feasibility study for the new/existing animal control facility presented by McClemore Luong.
- [11.](#) Update and discussion on the King Municipal Operations Center.
- [12.](#) Discussion and possible action to approve funding for dirt hauling, spreading, and grading for BG Soccer Complex, Police Department firing range, Lakeside Park, and Reuben Welch Park.
- [13.](#) Update and discussion on the Sanitary Sewer Project.
- [14.](#) Discussion and possible action on approving the recommended streets to be added to the Street Bond Project - Package III.
- [15.](#) Presentation, discussion and possible action on the percentage for Homestead Exemption, the Over 65 Exemption and Disabled Person Exemption from AD Valorem Taxes.
- [16.](#) Discussion and possible action on approving mobile town hall meetings for City Council to engage and assess the needs in different areas of the community.
- [17.](#) Discussion and possible action on approving Ordinance No. 20230613-017 a Natural Gas Franchise Agreement with Universal Natural Gas, LLC. for the Windrose Green Subdivision.

## 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:

18. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Parks & Recreation Board, Angleton Better Living Corporation)

## OPEN SESSION

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

## ADJOURNMENT

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

## CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, [www.angleton.tx.us](http://www.angleton.tx.us), in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Thursday, June 8, 2023, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez

Michelle Perez, TRMC  
City Secretary

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



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** June 13, 2023

**PREPARED BY:** Michelle Perez

**AGENDA CONTENT:** Administer Oath of Office to Terry Roberts, Council Member, Position 3 by Angleton Municipal Court Alternate Judge Mark Jones.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Terry Roberts was appointed by City Council at the May 23rd Council meeting to fill an unexpired term until May 2024 for Council Member Position 3.

John Wright filled position 3 until he was elected Mayor on May 6 and sworn in as Mayor on May 16.

**RECOMMENDATION:** N/A



*Office of the* **MAYOR**  
City of Angleton, Texas  
**Proclamation**

**WHEREAS**, today we honor a committed teacher of the community for 43 years, Mary Svoboda has devoted her life to providing education for students at Angleton Independent School District for 38 years and Angleton Christian School for the remaining five years; and

**WHEREAS**, she attended Angleton Independent School District from the age of five until graduation in 1973 where she was a very proud band member and even marched in the Rose Bowl parade, then continued her education at Brazosport College and finished her education at University of Houston Clear Lake by obtaining her Bachelor of Science in Education degree with an endorsement in Kindergarten; and

**WHEREAS**, she specializes in first grade and believes it to be the most important year in a child's educational path where the love of school begins and most importantly the foundation for learning throughout life is built. She encourages her students to grow spiritually and academically, have goals, learn how to accomplish them and become lifetime learners; and

**WHEREAS**, Mary was not only an educator but also an outstanding volleyball, softball and basketball coach for Angleton High School in the mid 90's and years following; and

**WHEREAS**, many residents of the community, friends and family want to recognize Mary Svoboda upon her retirement for making a lasting impression in the lives of her students and athletes and encourages all citizens of Angleton to take a moment to honor her upon her retirement;

**NOW, THEREFORE, I, John Wright, Mayor of the City of Angleton, Texas**, along with the City of Angleton City Council, do hereby proclaim to all citizens and set seal hereto, Tuesday, June 13, 2023 as

**"MARY SVOBODA DAY"**

**PROCLAIMED** this 13<sup>th</sup> day of June 2023.

CITY OF ANGLETON, TEXAS

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John Wright  
Mayor





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 6/13/2023

**PREPARED BY:** Megan Mainer, Director of Parks & Recreation

**AGENDA CONTENT:** Discussion and possible action to waive fees for the Juneteenth Mass Gatherings permit and permit use of Bates Park pavilion.

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** NA

**FUNDS REQUESTED:** TBD

**FUND:** TBD

### EXECUTIVE SUMMARY:

The Juneteenth Celebration Committee submitted a Mass Gatherings Permit for their annual Juneteenth Celebration scheduled for June 17, 2023, from 11am – 8pm and requested the City of Angleton waive the fees associated with the Mass Gatherings Permit and authorize use of Bates Park pavilion.

Food will be free for patrons and a DJ and band will be onsite. Music will be played from 3-7pm. The event will consist of about 400-500 people, a fish fry, local vendors, food vendors, moonwalks, fire department participation, and a parade that will commence at 11am at Pizza Hut and conclude at Bates Park.

Additionally, the Parks Division has historically provided additional trashcans and trashcan liners for the event.

### RECOMMENDATION:

Staff recommends City Council waive fees for the Juneteenth Mass Gatherings permit and permit use of Bates Park pavilion.

### SUGGESTED MOTION:

I move we approve to waive fees for the Juneteenth Mass Gatherings permit and permit use of Bates Park pavilion.

**CITY OF  
ANGLETON**  
Mass Gathering  
Application

**Event Name:** JUNETEENTH CELEBRATION

# Mass Gathering Permit Application

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

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

## PROMOTER

Promoters Name: JUNETEENTH CELEBRATION COMMITTEE

Company: JUNETEENTH CELEBRATION COMMITTEE

Primary Phone: ( 832 ) 921 - 1744      Secondary Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Address: P.O. BOX 1465, CLUTE, TX 77531

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

Name of the Event: JUNETEENTH CELEBRATION

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

## PROPERTY

Property Owner Name: CITY OF ANGLETON      Phone: 979-849-4364 X4101

Address: 700 BATES PARK, ANGLETON, TX 77515

Email Address: MMAINER@ANGLETON.TX.US

The 911 address of the property on which the event will be held: 700 BATES PARK, ANGLETON, TX 77515

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

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

CITY PARK

Address of mass gathering : 700 BATES PARK, ANGLETON, TX 77515

Dates of proposed gathering: JUNE 17, 2023

## EVENT INFORMATION

Event time from: 11  am  pm on 6 / 17 / 23 until 8 am  pm  on 6 / 17 / 23

Expected number of attendees: UNKNOWN

Maximum # of persons the promoter will allow to attend: UNKNOWN

Will alcohol be served at the event? \_\_\_\_\_ Yes       No

Will minors be attending the event?  Yes      \_\_\_\_\_ No

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

PARENTS WILL BE RESPONSIBLE FOR DEPENDENT SUPERVISION



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**Performers:**

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

NONE

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Name and address of each performer's agent: NA

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

**HEALTH AND SANITATION COMPLIANCE:**

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

Describe the water supply, meeting minimum standards noted above:

THE GROUP WILL USE PUBLIC WATER SUPPLY VIA RESTROOMS IF NEEDED

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Describe the Toilet facilities, meeting minimum standards noted above:

THE GROUP WILL USE PUBLIC RESTROOMS DURING PARK HOURS OF OPERATION

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Describe Vector Control, meeting minimum standards noted above:

NA

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

ONSITE TRASH RECEPTACLES WILL BE USED AND ADDITIONAL CANS AND LINERS WILL BE PLACED BY PARKS STAFF.

Describe Noise Control, meeting minimum standards noted above, ensuring that noise levels from the event do not exceed 70 decibels measured at the perimeter of the mass gathering site: DJ AND BAND WILL PLAY 3-7PM

Food and Beverage Services:

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

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

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

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

ALL TEMPORARY FOOD VENDORS WILL FILE FOR THE APPROPRIATE FOOD PERMIT AT CITY HALL FOR COMPLIANCE.

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

LOCAL FIRST RESPONDERS WILL BE CALLED IF NECESSARY.



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Final Site Clean Up Plan

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

**SECURITY AND PUBLIC SAFETY COMPLIANCE:**

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

Describe the method promoter will use to ensure maximum number of attendees is not exceeded:  
THIS IS A COME AND GO EVENT SO MAX OCCUPANCY IS NOT AN ISSUE AT THIS EVENT.

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

PARTICIPANTS WILL BE ASKED TO FOLLOW ALL TRAFFIC LAWS AND PARK IN DESIGNATED PARKING AREAS. ANGLETON PD WILL BE ASKED TO DO DRIVE THROUGH THE PARK.

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

JUNETEENTH CELEBRATION COMMITTEE WILL COMMUNICATED TO PARTICPANTS AND ADVERTISE IN ADVANCE SPECIFIC SAFETY PROTOCOL.

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

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

BATES PAVILION

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

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

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

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

**INDEMNIFICATION PROVISION**

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

Information True and Correct

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

Promoter: JUNETEENTH CELEBRATION COMMITTEE

By: *Ada Pierce* ADA PIERCE

Signature

Printed Name

Title: JUNETEENTH CELEBRATION COMMITTEE CHAIR PERSON

Date: 5/31/23

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

**FOR OFFICE USE ONLY:**

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**Angleton Police Department:**

Approved

or

Denied

By:

Name: *Lupe Galvez*

Signature: *[Signature]*

Date: 5/31/23

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

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Angleton Health Authority:

Approved

or

Denied

By:

Name: Kyle Reynolds

Signature: [Handwritten Signature]

Date: 5/31/23

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

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Angleton Fire Marshal:

Approved

or

Denied

By:

Name: Roy Hernandez

Signature: [Handwritten Signature]

Date: 5/31/23

Notes: none  
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## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** June 13, 2023

**PREPARED BY:** Michelle Perez

**AGENDA CONTENT:** Discussion and possible action on approval of the City Council Minutes of April 25, 2023.

**AGENDA ITEM SECTION:** Consent Agenda

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**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Approve the minutes of the Angleton City Council meeting for April 25, 2023.

**RECOMMENDATION:**

Staff recommends Council approve the minutes as presented.



**CITY OF ANGLETON**  
**CITY COUNCIL MINUTES**  
 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515  
 TUESDAY, APRIL 25, 2023 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, APRIL 25, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

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

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

#### PRESENT

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

City Manager Chris Whittaker  
 City Secretary Michelle Perez  
 City Attorney Judith EIMasri

#### PLEDGE OF ALLEGIANCE

Council Member Townsend led the Pledge of Allegiance.

#### INVOCATION

Council Member Booth led the invocation.

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

#### CEREMONIAL PRESENTATIONS

1. Presentation of April 2023 Keep Angleton Beautiful Yard of the Month and Business of the Month.

Tracy Delesandri, Keep Angleton Beautiful Chairwoman presented the 2023 Yard of the Month to Jonathan and Natalie Eberspacher and Business of the Month to the Angleton Fire Department with a plaque, gift, and a picture with council.

2. Presentation of Angleton Police Officer of the Year by the Exchange Club of Angleton.

**Ro'Vin Garrette with the Exchange Club of Angleton presented the Angleton Police Officer of the Year to Marissa Martinez, Telecommunications Officer.**

3. Presentation for dedication and leadership with Angleton University.

**Mayor Perez presented Daphne Brown, Perla Camacho-Cedillo, Jennifer Connor, Pattie Cooper, Sarah Loera, Kalyn Lopez, Heidi Sierra Roque, David Stark Jr., Vindod Devasia, and Bert Peters with Angleton University Certificates of Completion and Dianna Matthys, Purchase Coordinator, with a certificate of Dedication and Leadership for leading Angleton University.**

4. Presentation of Municipal Clerk Week Proclamation.

**Mayor Perez presented the Municipal Clerk Week Proclamation to City Secretary, Michelle Perez.**

## **CONSENT AGENDA**

5. Discussion and possible action on Resolution No. 20230425-005 by the City of Angleton, Texas ("city") denying the distribution cost recovery factor rate request of Texas-New Mexico Power company made on or about April 5, 2023; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; requiring the reimbursement of municipal rate case expenses; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.
6. Discussion and possible action on an AIA agreement with McKenna Contracting, Inc. to repair and resurface tennis courts on Angleton Independent School District property to U.S. Tennis Association (USTA) specifications and authorize the City Manager to execute the agreement.
7. Discussion and possible action to include Brazoria County and Angleton Independent School District employees to the Angleton Recreation Center discount categories.
8. Discussion and possible action to approve the budget schedule for Fiscal Year 2023-24.

**Council pulled consent agenda items No. 6 and No. 8.**

**Upon a motion by Mayor Pro-Tem Wright and seconded by Council Member Daniel, Council approved consent agenda items 5. Discussion and possible action on Resolution No. 20230425-005 by the City of Angleton, Texas ("city") denying the distribution cost recovery factor rate request of Texas-New Mexico Power company made on or about April 5, 2023; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; requiring the reimbursement of municipal rate case expenses; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date; and 7. Discussion and possible**



action to include Brazoria County and Angleton Independent School District employees to the Angleton Recreation Center discount categories. The motion passed on a 6-0 vote.

6. Discussion and possible action on an AIA agreement with McKenna Contracting, Inc. to repair and resurface tennis courts on Angleton Independent School District property to U.S. Tennis Association (USTA) specifications and authorize the City Manager to execute the agreement.

Upon a motion by Council Member Townsend and seconded by Mayor Pro-Tem Wright, Council approved the AIA agreement with McKenna Contracting, Inc. to repair and resurface tennis courts on Angleton Independent School District property to U.S. Tennis Association (USTA) specifications and authorize the City Manager to execute the agreement. The motion passed on a 6-0 vote.

8. Discussion and possible action to approve the budget schedule for Fiscal Year 2023-24.

Upon a motion by Mayor Pro-Tem Wright and seconded by Council Member Gongora, Council approved the budget schedule for Fiscal Year 2023-24. The motion passed on a 6-0 vote.

## REGULAR AGENDA

9. Discussion and update by the Texas Department of Transportation (TxDOT) on the traffic light located at Highway 35 and 288B and any other potential concerns.

Maria Aponte with the Texas Department of Transportation (TxDOT) gave an update on the traffic light located at Highway 35 and 288B and stated the signals along South Highway (SH) 35 and along Business 288 & Loop 274 are still on construction mode timers. There are different systems in each of the projects, all the signals within the limits of the SH 35 projects have pavement loops for detection and TxDOT is coordinating with the contractor and the District Traffic Signal section to activate them. TxDOT expects this process to be completed by mid-May. The signals within the Business 288 & Loop 274 project have radars for detection. These were ordered a couple of months ago and are still on their way to be delivered. Once they are delivered, the contractor will install them and TxDOT will activate them. Ms. Aponte stated she is asking the contractors to review the current timing on the signals and adjust, if needed. Ms. Aponte also addressed the different projects on Highway 288 and the project on Highway 35 to Alvin.

10. Discussion and possible action on Ordinance No. 20230425-010 an ordinance altering the prima face speed limits established for vehicles under the provision of 545.356, Texas Transportation Code, upon the basis of an engineering and traffic investigation, upon certain streets and highways, of parts thereof, within the corporate limits of the City of Angleton, as set out in this ordinance; and providing a penalty of a fine not to exceed \$200 for the violation of this ordinance.



**Council and Maria Aponte with TxDOT held a discussion regarding a traffic study to be performed for Highway 35 from Farm to Market 523 to County Road 28. Council tabled the item until a future date after the study is complete.**

11. Presentations by CSRS, Grant Works and HCH Enterprises on the Grant Writing and Administration Services Request for Proposal (RFP).

**A PowerPoint presentation was given by Donald Brinkman, Principal and South Regional Director with CSRS.**

**A PowerPoint presentation was given by Ashton Crow, Client Services Manager and Kelle Odom with Grant Works.**

**A PowerPoint presentation was given by Robert Zametske, Lead Compliance with HCH Enterprises.**

12. Discussion and possible action to approve one of the three submissions for the Grant Writing and Administration Services RFP.

**Upon a motion by Mayor Pro-Tem Wright And seconded by Council Member Booth, Council awarded the Grant Writing and Administration Services RFP to Grant Works and authorized the City Manager to begin work immediately prior to the execution of the contract.**

13. Discussion and possible action on a response to the Final Plat for Windrose Green Section 3 Subdivision disapproval on 4/11/2023 by City Council. The subject property consists of 23.70 acres, 122 Lots, 3 Blocks, 4 Reserves, in the T.S. Lee Survey, Abstract #318, is in the City of Angleton ETJ and is located on the south side of FM 523 approximately 2,500 feet west of the FM 523/SH 35 intersection.

**Otis Spriggs, Director of Development Services introduced the item. An update was provided by the developer's engineer, Alex Gosch.**

**Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council approved the Final Plat for Windrose Green Section 3 Subdivision with the contingency to move the dirt out of Section 3 within 10 days. The motion passed on a 4-2 vote with Mayor Pro-Tem Wright and Council Member Townsend opposed.**

14. Discussion, and possible action on a Development Agreement (D.A.) for Ashland Development located north of Anchor Rd., East of FM521, and west of SH 288, ANGLETON, TEXAS, between the City of Angleton and ANCHOR HOLDINGS MP, LLC and WILDROCK HOLDINGS, LLC for approximately 879.9 acres of land located in the City's extraterritorial jurisdiction ("ETJ").

**The presentation was provided by Otis Spriggs, Director of Development Services. Discussion took place between Council, staff, and Ashland Development regarding parkland dedication, park amenities, variety of housing types and lot sizes, traffic flow, and drainage. Council Member Townsend and Mayor Pro-Tem Wright expressed concerns about drainage and Rich Muller, attorney for Ashland Development explained**

that The Angleton Drainage District will be involved after the development agreement has been executed and that they will abide by their rules and regulations.

Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council approved a Development Agreement (D.A.) for Ashland Development subject to legal review and approval adding \$1.95 Million for Parkland Dedication. The motion passed on a 4-2 vote with Mayor Pro-Tem Wright and Council Member Townsend opposed.

15. Discussion and possible action on the preliminary plat of Ashland Section 2 (Action Item tabled 4/11/2023)

Upon a motion by Council Member Cecil Booth and seconded by Council Member Gongora, Council approved the preliminary plat of Ashland Section 2. The motion passed on a 4-2 vote with Mayor Pro-Tem Wright and Council Member Townsend opposed.

## ADJOURNMENT

The meeting was adjourned at 10:01 P.M.

These minutes were approved by Angleton City Council on this the 13<sup>th</sup> day of June 2023.

CITY OF ANGLETON, TEXAS

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John Wright  
Mayor

ATTEST:

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Michelle Perez, TRMC  
City Secretary



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 6/13/2023

**PREPARED BY:** Megan Mainer, Director of Parks & Recreation

**AGENDA CONTENT:** Hold the required annual Public Hearing to receive comments regarding the 2023 Standards of Care for youth recreational programs the Angleton Parks and Recreation Department will operate. Discussion and possible action on Ordinance No. 20230613-006 amending and adopting the 2023 Standards of Care for Youth Programs by revising Chapter 17 – Parks and Recreation, Article 1. – In Genera, Section 17-3 Standards of care for youth recreational programs.

**AGENDA ITEM SECTION:** Public Hearing

**BUDGETED AMOUNT:** NA

**FUNDS REQUESTED:** NA

**FUND:** NA

**EXECUTIVE SUMMARY:**

The City of Angleton seeks to promote to protect the health, safety, and well-being of the children of the City of Angleton, Texas.

Based on Section 42.041 of the Texas Human Resources Code, the City of Angleton is not required to obtain a license from the Department of Family and Protective Services to operate an elementary age (ages 5-13) recreation program provided that the governing body of the City of Angleton annually adopts standards of care by ordinance after a public hearing.

On April 13, 2021, City Council held a public hearing regarding standards of care for its recreation program for elementary age children (ages 5 through 13) and thereafter passed and approved Ordinance No. 20210413-010 that adopted such standards of care.

Section 42.041(b)(14) of the Texas Human Resources Code provides an exception from licensure for an elementary-age (ages 5 through 13) recreation program operated by a municipality, provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs.

Staff is to provide the standards of care to the parents of each program participant and that the ordinances shall include at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility.

The Standards of Care for 2023 for the elementary-age recreation youth programs operated by the City of Angleton are included in your packet as Exhibit "A" and will replace the standards of care adopted in 2021 codified in Section 17-3, Chapter 17 Parks and Recreation of the Code of Ordinances of the City of Angleton.

**RECOMMENDATION:**

Staff recommends City Council approve Ordinance No. 20230613-~~XXX~~.

**SUGGESTED MOTION:**

I move we approve Ordinance No. 20230613-~~XXX~~ adopting the Standards of Care for 2023 for youth programs offered by the City of Angleton and revising Chapter 17 – Parks and Recreation, Article 1 – In General, Section 17-3 – Standards of Care; providing for severability; providing for repeal; and providing an effective date.

**ORDINANCE NO.20230613-006**

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, ADOPTING THE STANDARDS OF CARE FOR 2023 FOR YOUTH PROGRAMS OFFERED BY THE CITY OF ANGLETON AND REVISING CHAPTER 17 PARKS AND RECREATION, ARTICLE I IN GENERAL, SECTION 17-3 STANDARDS OF CARE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Angleton seeks to promote to protect the health, safety, and well-being of the children of the City of Angleton, Texas; and

**WHEREAS**, pursuant to Section 42.041 of the Texas Human Resources Code, the City of Angleton is not required to obtain a license from the Department of Family and Protective Services to operate an elementary age (ages 5-13) recreation program provided that the governing body of the City of Angleton annually adopts standards of care by ordinance after a public hearing; and

**WHEREAS**, the City Council held a public hearing on April 13, 2021 regarding standards of care for its recreation program for elementary age children (ages 5 through 13) and thereafter passed and approved Ordinance No. 20210413-010 that adopted such standards of care; and

**WHEREAS**, Section 42.041(b)(14) of the Texas Human Resources Code provides an exception from licensure for an elementary-age (ages 5 through 13) recreation program operated by a municipality, provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility; and

**WHEREAS**, the City of Angleton finds that a public hearing was held prior to the adoption of this ordinance.

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

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

**SECTION 2.** In accordance with Section 42.0941(b)(14) of the Texas Human Resources Code, the Angleton City Council hereby adopts the Standards of Care for 2023 for the elementary-age recreation youth programs operated by the City of Angleton that are attached hereto as Exhibit "A" and incorporated by reference as if fully set out herein.

**SECTION 3.** The Standards of Care for 2023 for the elementary-age recreation youth programs operated by the City of Angleton attached hereto as Exhibit “A” replace the standards of care adopted in 2021 codified in Section 17-3, Chapter 17 Parks and Recreation of the Code of Ordinances of the City of Angleton.

**SECTION 4. Effective Date.** This Ordinance shall take effect immediately upon passage and approval by the City Council of the City of Angleton, Texas, and shall be enforceable when published, as required by law.

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

**SECTION 6. Repeal.** All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

**SECTION 7.** This ordinance shall take effect upon adoption.

**PASSED, APPROVED, AND ADOPTED on this the 13<sup>th</sup> day of June, 2023.**

**CITY OF ANGLETON, TEXAS**

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John Wright  
Mayor

**ATTEST:**

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Michelle Perez, TRMC  
City Secretary

**EXHIBIT “A”**

**CITY OF ANGLETON STANDARDS OF CARE FOR**

**YOUTH RECREATIONAL PROGRAMS**

The following Standards of Care have been adopted by the City Council of the City of Angleton, Texas to comply with Texas Human Resources Code, Section 42.041(b)(14). The Standards of Care are intended to be minimum standards by which the City of Angleton will operate the City’s youth programs. The programs operated by the City are recreational in nature and are not licensed by the State of Texas as certified day care programs.

City of Angleton Code of Ordinances Section 17-3. Standards of care for youth recreational programs.

The standards of care for youth recreational programs are intended to be minimum standards by which the City of Angleton's Parks and Recreation Department will operate its youth recreational programs. The Texas Human Resources Code provides an exception to licensure for elementary-age (ages five through 13) recreation program operated by a municipality. The programs operated by the city are for elementary aged (ages five through 13) children, recreational in nature, and are not daycare programs. This allows the city to qualify as being exempt from the requirements of the Texas Human Resources Code. The city is not licensed by the State of Texas to offer daycare programs.

(1) *Definitions.* As used in this section, and in accordance with V.T.C.A., Human Resources Code § 42.002, "Definitions," the following terms and phrases shall have the meanings ascribed to them in this section, unless the context requires otherwise.

- a. *"Child"* means a person under 18 years of age.
- b. *"Department"* means the Parks and Recreation Department of the City of Angleton, Texas.
- c. *"Director of parks and recreation"* means the full-time City of Angleton departmental employee who performs the functions responsible for administration and implementation of the youth recreational programs.
- d. *"Parent"* means one parent, both parents, or other adult with legal custody and authority to enroll their child in a youth recreational program.
- e. *"Participant"* means a child, age five to 13, whose parent has completed all required registration procedures and has been determined eligible to participate in a youth recreational program.
- f. *"Program manual"* means the notebook of policies, procedures, required forms, and organizational and programming information relevant to the City of Angleton's youth recreational programs.
- g. *"Program site"* means the physical location where the youth recreational program is being conducted.
- h. *"Program staff"* means the person or persons who have been hired or have volunteered to work for the City of Angleton and have been assigned responsibilities for managing, administering, or implementing some or all portions of a youth recreational program.
- i. *"Recreational facility/recreation center"* means a building, which is open to the public, where meetings are held, sports are played, and there are activities available for all ages.

- j. "Site(s)" means Angleton Recreation Center at 1601 N Valderas, Angleton, TX 77515.
1. The City of Angleton may, from time-to-time, designate other site areas.
  2. This section establishes the standards of care for youth recreational programs of current and future site areas within the City of Angleton.
- k. "Site superintendent" or "site assistant superintendent" means the person who has been hired to directly administer and oversee the daily operations of the youth recreational program to include, but not be limited to, the supervision of staff, safety of participants, and programming.
1. "Youth recreational program" or "program" means:
    1. The City of Angleton's recreational programs and activities which are either a non-fee-based or fee-based children's program or activity offered and supervised by the department that requires a participant to enroll or register in order to participate.
  - (2) *Organization.*
    - a. The governing body of the youth recreational program is the City Council of the City of Angleton, Texas.
    - b. Implementation of the youth recreational program's standards of care for youth recreational programs is the responsibility of the director of parks and recreation and program staff.
    - c. Each program site will have a current copy of the standards of care for youth recreational programs available for the public and program staff to review.
    - d. Parents will be provided a copy of the current standards of care for youth recreational programs during the registration process.
  - (3) *Inspection, monitoring, enforcement.*
    - a. The site superintendent or site assistant superintendent will perform weekly inspections of the program to confirm adherence to the standards of care for youth recreational programs.
      1. Inspection reports will be kept on record in accordance with the City of Angleton's record retention policy.
      2. The director of parks and recreation will review the inspection report and establish deadlines and criteria for compliance with the standards of care for youth recreational programs.
    - b. Complaints regarding enforcement of the standards of care for youth recreational programs will be directed to the site superintendent or site assistant superintendent. The site superintendent or site assistant superintendent will be responsible for taking the necessary steps to resolve the reported complaints. The site superintendent or assistant superintendent will record complaints regarding enforcement of the standards of care for youth recreational programs and their resolution. The director of parks and recreation will address serious complaints regarding enforcement of the standards of care for youth recreational programs. Complaints and related resolutions will be noted.
    - c. The director of parks and recreation shall make a report during the annual budget process to the City Council of the City of Angleton on the overall status of the youth recreational program.



(4) *Registration and enrollment.* Before a child may become a youth recreational program participant, the parent must complete and sign registration forms that contain information pertaining to the participant and their parent. The following information must be provided:

- a. Name, address, and home telephone number;
- b. Name, address, and telephone number of parent during program hours;
- c. In case of emergency, contact names and telephone numbers during program hours;
- d. Disclosure of disability or required special care;
- e. Emergency medical authorization; and
- f. A liability release that encompasses all personal injury claims, including death and property damage resulting from participation in the program.

(5) *Suspected abuse.* Program staff will receive basic training related to child abuse prevention and how to report suspected abuse.

(6) *Staffing responsibilities and training.*

a. *Program site superintendent and site assistant superintendent qualifications.*

1. Must be an employee of the City of Angleton;
2. Must be at least 19 years of age;
3. Must have a high school diploma, GED, or equivalent;
4. Must have two years' experience planning and implementing recreational activities;
5. Must have previous experience in supervising children and possess knowledge of recreational games, crafts, and activities;
6. Must be skilled in supervising children of varying age levels in a group setting;
7. Must pass a background investigation, including a test for illegal substances;
8. Must have a current certification in first aid cardiopulmonary resuscitation ("CPR") based on either American Heart Association or American Red Cross standards; and
9. Must have a valid Texas State Driver's License or identification.

b. *Program site superintendent and program assistant superintendent responsibilities.*

1. Program site superintendent or program assistant superintendent administers the daily operations of the program in compliance with the adopted standards of care for youth recreational programs.
2. Program site superintendent or program assistant superintendent recommends for hire, supervises, and evaluates program coordinators, part-time employees, and other program staff as needed.
3. Program site superintendent or program assistant superintendent plans, implements, and evaluates the daily activities of programs.

c. *Program staff.*

1. Program staff may be full-time, part-time, or temporary employees of the City of Angleton's Parks and Recreation Department.
  2. Program staff working with children must be 16 years of age or older; however, each site will have at least one employee, 18 years or older, present at all times.
  3. Program staff must pass a background investigation, including a test for illegal substances.
  4. Full-time program staff must have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards. An exception can be made for no more than one staff person at each site and that person shall successfully complete a first aid and CPR course within four weeks of his or her first date of employment.
- d. *Program staff responsibilities.*
1. Program staff must be able to consistently exhibit competency, tolerance, and patience.
  2. Program staff must relate to children with courtesy, respect, tolerance, and patience.
  3. Program staff will provide participants with an environment in which they can feel safe, can enjoy wholesome recreational activities, and can participate in appropriate social opportunities with peers.
  4. Program staff will be responsible to know and follow all City of Angleton departmental and program standards, policies, and procedures that apply to City of Angleton programs.
  5. Program staff shall not be responsible for those participants who voluntarily leave the program site, whether or not the participant has signed out.
- e. *Training/orientation.*
1. The parks and recreation department will provide orientation and training to program staff in working with participants and for specific job responsibilities.
  2. Program staff will be trained in appropriate procedures to handle emergencies.
  3. Full-time program staff are required to receive a training course to include City of Angleton departmental and program policies and procedures, provision of recreational activities, safety issues, and city organization.
  4. Program staff will be required to sign an acknowledgment that they received the required training and are expected to conduct activities in accordance with training and the standards of care for youth recreational programs.
- (7) *Staff-participant ratio.* In a youth recreational program, the standard ratio of participants to program staff will be a maximum of ten participants to one program staff member. In the event a program staff member is unable to report to the program site, a replacement program staff member will be assigned.
- (8) *Discipline.*
- a. Program staff will implement discipline and guidance in a consistent manner based on the best interests of program participants.
  - b. There shall be no cruel, harsh, or unreasonable punishment or treatment.
  - c. Corporal punishment shall not be utilized, under any circumstances, even at a parent's request.

- d. Program staff may use brief supervised separation from the group if necessary.
- e. As necessary, program staff will initiate discipline reports to the parents of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- f. A significant number of discipline reports or repeated instances of severe or aggressive behavior may result in a participant being suspended from the program.
- g. In instances where there is a danger to participants or staff, the offending participant will be removed from the program site as soon as possible.

(9) *Programming.* Program staff will attempt to provide activities for each group according to the participants' ages. The activities must be appropriate to participants' health, safety, and well-being. The activities also must be flexible and attempt to promote the participants' emotional, social, and mental growth. Programs will include indoor and outdoor activities.

(10) *Communication.*

- a. The program site will have a mobile phone or radio to allow the site to be contacted by department personnel, and each site will have access to a telephone or radio for use in contacting the municipal complex or making emergency calls.
- b. A participant is not allowed to use the telephone unless it is an emergency. In the case of an emergency, program staff should make the call for the participant.
- c. The program site superintendent or program assistant superintendent will post the telephone numbers of the following organizations, adjacent to a telephone accessible to all program staff, at each site:
  1. The City of Angleton's ambulance or emergency medical services;
  2. The City of Angleton Police Department's dispatch and emergency telephone numbers;
  3. The fire department;
  4. The City of Angleton's Parks and Recreation Department; and
  5. The telephone number for the site itself.

(11) *Transportation.* The program does not offer transportation to or from the program site(s) to participants. The program does and will transport participants to and from any off-site or between-site event or activity.

(12) *Facility standards.*

- a. *Safety.*
  1. Program staff will inspect program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.
  2. Buildings, grounds, and equipment at the program site will be inspected, cleaned, repaired and maintained to protect the health and safety of the participants.
  3. Program equipment and supplies must be safe for participant use.

4. Program staff must have first aid supplies and a guide to first aid and emergency care readily available at each site.

b. *Fire.*

1. In case of fire, danger of fire, explosion, or other emergency, the first priority of program staff is to evacuate the participants to a designated safe area.
2. Emergency evacuation and relocation plans will be posted at each program site.

c. *Health.*

1. *Illness or injury to participant.*

- i. A participant who is considered to be a health or safety concern to other participants or program staff will not be admitted to the program.
- ii. Illnesses and injuries will be handled in a manner to protect the health of all participants and program staff.
- iii. Program staff will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the program manual.

2. Program staff will follow the recommendation of the state department of health concerning the admission or readmission of any participant after a communicable disease.

3. *Medication.*

- i. Program staff will not administer medication except in the case of emergency.

d. *Toilet facilities.*

1. The program site(s) will have inside toilets located and equipped so participants can use them independently, and program staff can supervise as needed.
2. There shall be at least one toilet for every 15 females and one toilet for every 15 males. In each male toilet facility, up to 70 percent of the toilets required may be urinals. In facilities with more than one toilet, some means of privacy must be provided for each toilet.
3. Exceptions to the toilet-to-participant ratio may be adjusted when program activities take place at primitive or outdoor park locations.

e. *Sanitation.*

1. The program site(s) must have adequate light, ventilation, and heat.
2. The program must have an adequate supply of water, meeting the standards of the state department of health, for drinking water and ensure that the water will be supplied to the participants in a safe and sanitary manner.

(13) *Personal assistance.* Participants requiring personal assistance (e.g., feeding themselves, dressing themselves, using the restroom) must provide an attendant for the duration of the program. Program staff cannot provide personal assistance. The participant's attendant will be admitted to the program free of charge.



# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** June 13, 2023

**PREPARED BY:** Michelle Perez

**AGENDA CONTENT:** Discussion and possible action on the election of Mayor pro-tem to serve a one-year term.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** EnterTextHere

**FUNDS REQUESTED:** EnterTextHere

**FUND:** EnterTextHere

**EXECUTIVE SUMMARY:**

Section 3.05 of the City Charter states 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.

**RECOMMENDATION:**

Staff recommends Council to elect a Mayor Pro-Tem



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** 06/13/23

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Presentation and update by Brazosport Water Authority (BWA) on the current and future area surface water supply and storage.

**AGENDA ITEM SECTION:** Regular Agenda

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**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Ronnie Woodruff with Brazosport Water Authority requested to speak to Council to give an update regarding the current and future area surface water supply and storage.

**RECOMMENDATION:**

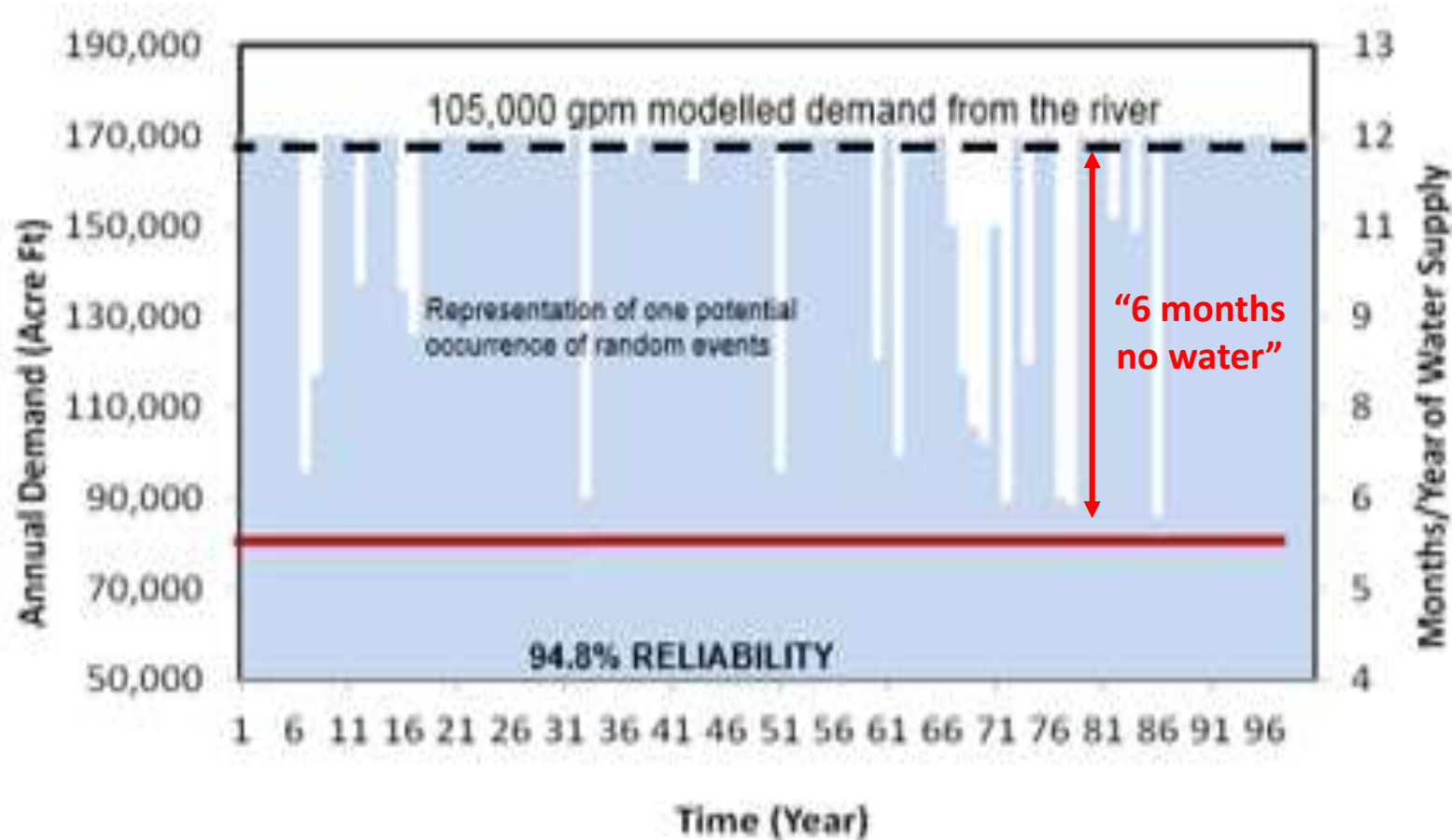
N/A

# Facts on Available Local Storage & Planning

- **BWA, Dow and Local Industrial Users have just 2 months of reliable local storage!!** All need significantly more local stored water for reliable supply, both now and in the future!!!
  - The State of Texas models & Dow modeling both indicate we need, at least, 6 months of storage!!
  - TCEQ requires all surface water user to maintain a minimum of 120 days of storage
  - In 2022 BWA's 1960 water rights were curtailed for ~5 months
  - 2022 BWA surface pumping curtailment forced BWA reliance on Dow obtained "short term contracts"
- Dow's **stored water need** has been managed with short-term BRA contracts. These contracts have become increasingly unreliable. They will, at some point, be unavailable in the very near future! Dow was only able to obtain half the volume in 2023 than was obtained in 2022
- Completion of BWA's two phase Brackish Desal Project and acquisition of Rosenberg's BRA Contact helps secure some of the current demand but fails to meet full need in a repeat of 2011 drought.
- BWA capability, with brackish desal and the Rosenberg BRA water, falls significant short of meeting local municipal growth needs and/or the needs projected to result from eventual subsidence pumping constraints
- **Industrial users, like BWA, need action to assure ability to produce and sustain our local economies!!**

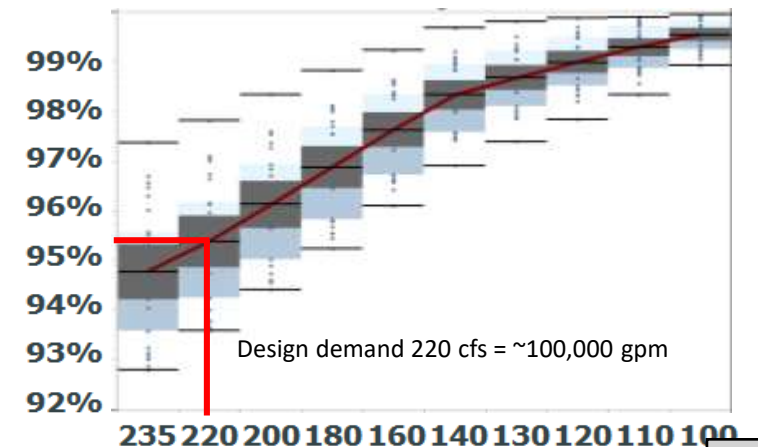
# Dow Reliability Modelling Indicates that without one-year contract water BWA and industry Will Experience Serious Supply Interruptions

Water Availability Model Results - 130,000 gpm Pumping and Existing Storage



**“White space in figure indicates in 15 years out of 100 we are at risk of not having surface water supply for up to six months of the year!!!”**

Statistical Supply Reliability vs. Demand



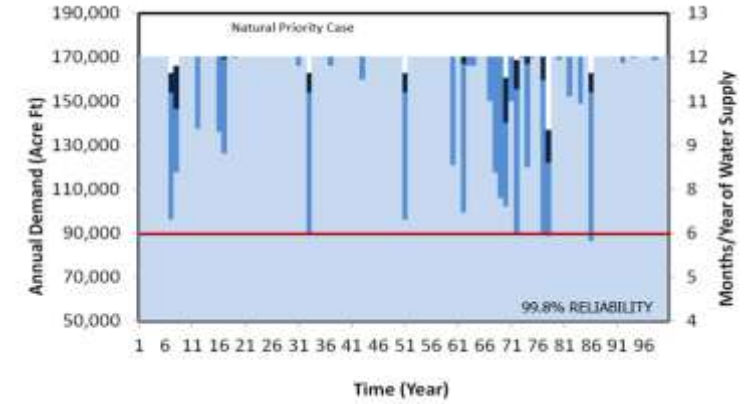


# Harris Reservoir Expansion Project

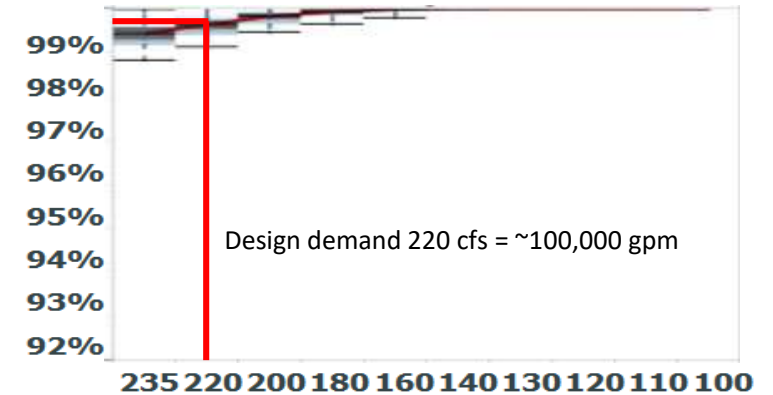
**Goal:** Increase the Current/Future Water Supply Security for Municipal Potable Water in BWA Service Area and Industrial Users in Southern Brazoria County



**Water Availability Model Results –**  
150,000 gpm Added Pumping and 50,000 AF Added Storage



**Statistical Supply Reliability vs. Demand**



- Project Cost Estimate - **\$650 million Capex (\$750 MM TWDB Program Lending)**
- Target Operational Date - **October 2028**

# Projected BWA Water Rate Impacts

## Proposed Harris Reservoir Expansion Project

Fiscal Year	Debt Service Increase/ 1000 gal per year	Projected Debt Service/ 1000 gal per year
23/24	\$0.15	\$0.15
24/25	\$0.15	\$0.30
25/26	\$0.15	\$0.45
26/27	\$0.15	\$0.60
27/28	\$0.16	\$0.76
28/29	\$0.16	\$0.92
29/30	\$0.16	\$1.08
30/31	\$0.09	\$1.17
55/56	\$0.00	\$1.17

Note: Values are a best, marginally conservative, estimate based on currently conditions and current interest rates

- **Projected cost impacts are conservatively depicted at current demand, without increased demand revenue!!**
  - **7 to 10 MGD of demand growth fully neutralize added costs! Assume \$1.2/kgal O&M cost**
  - **Meeting added demand assumes brackish desal is leveraged to support growth**

# Current Project Schedule

Project Schedule	Date
FEL3 Project Kickoff	Nov. 2017
USACE 404 Permit Submittal	Feb. 2018
<b>SWIFT Fund Pre-application</b>	<b>Feb. 2023</b>
<b>Complete Detailed Design</b>	<b>March 2023</b>
<b>Construction Contracting Procurement Process Kick-off</b>	<b>April 2023</b>
TCEQ Dam Safety Permit	July 2023
USACE 404 Anticipated Approval	July 2023
<b>D-Fund Full Application (Vet Deal w/ TWDB and/or Enable Acquisition, Planning and Early Funds )</b>	<b>Summer 2023</b>
Start Construction – Site Development & Temporary Facilities	TBD
<b>Anticipate SWIFT Fund Pre-Application/ Full Application</b>	<b>Jan. 2024/ May 2024</b>
<b>Anticipated Receipt of SWIFT Construction Funds</b>	<b>Jan. 2025</b>
Start Major Project Construction	Mar. 2025
Construction Complete	Feb. 2028
Reservoir Start-up and Commissioning Complete	May 2028
<b>Reservoir First Filling Complete</b>	<b>Sept. 2028</b>



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 6/13/2023

**PREPARED BY:** Michelle Perez

**AGENDA CONTENT:** Presentation by Gulf Coast Transit District to eliminate fixed route service in Angleton and offer on demand service for all riders.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

### EXECUTIVE SUMMARY:

The Gulf Coast Transit District (GCTD) is proposing to eliminate fixed route service in Angleton and offer on demand service for all riders. The proposed transportation will be more efficient, offer riders more flexibility, and greatly reduce wait times. The software platform is Sparelabs and is being used in transit agencies across Texas. The outcome has been anywhere from 50 to 200 percent increase in ridership due to the growing desire for door-to-door service. This is a one-year pilot project to assess the effectiveness of this service across both Brazoria and Galveston Counties and the cities of Angleton, Clute, Lake Jackson, Freeport, Dickinson, La Marque, Texas City, San Leon, and Bacliff. We are currently canvassing our partner agencies and riders to receive feedback and have scheduled public meetings in both counties for public response and feedback. This is a preview for the City Council. We will request you to come back to the City Council after the public comment period to ask for the City Council to vote on a resolution of support for this new service and provide the council with the public comments.

### RECOMMENDATION:

N/A

# GULF COAST TRANSIT DISTRICT AND SPARE LAB

## MICROTRANSIT AND ON-DEMAND RIDESHARE



# SPARE PLATFORM OVERVIEW

- Spare Platform is a cloud-based SaaS solution for delivering any type of shared-ride service.
- Free to download for any rider, the Spare Rider app`s sleek user interface and intuitive one-tap booking process, allows riders to plan, book, and pay for rides through transit services powered by Spare Platform.
- Riders will always receive vehicle location and trip updates. As these notifications are offered in real-time, riders are empowered with everything they need to know about their trip request.
- Riders departing the vehicle can be prompted to review their ride based on the experience of the trip so that a feedback loop is continuous for the service, its riders, and drivers.





# No Phone, No Problem

- Designed to mirror the functionality of the Spare Rider app, Spare Rider Web is the customer-facing app that allows riders who prefer to book trips in a web portal or do not have access to a smartphone to register, plan, book and pay for their trips.
- Using this portal, riders can view trips, trip history, check account balance and book trips with ease.

## Reservationist Call In Option

- Riders using this service can also opt to call in to a reservationist.
- While the agent is on the with the rider, they can provide real-time updates including estimated time of arrival (ETA) of the vehicle, vehicle type, driver name, expected duration of the trip and more.
- Riders can also view their trip history, load fares, check their account balance.



## FOR RIDERS

Item 9.

- When riders request rides on the Spare Rider mobile app, they are given the option to select special accommodations they may need to take the trip.
- Riders can choose accessibility options, including wheelchair accessibility, small child accessibility, door-to-door access, and more.
- Those who require door-to-door access or wheelchair-accessible vehicles will be matched by Spare's routing and pooling algorithm to trips and drivers who can accommodate them.
- Additionally, the Spare Rider app supports iOS and Android accessibility features, such as live text-to-voice and screen reader support.





# Flagging Down a Ride

- Sometimes riders need to quickly hop on a vehicle without it being dispatched through from Spare Rider or a call center.
- To handle this, Spare Driver has Flag Down functionality.
- This enables the driver to **quickly add new trips** to the vehicle and inform the rider when their expected drop-off is.





- **There is a changing landscape in the public transportation sector. People want to see different offerings other than the traditional buses. Because of this change, we're trying to be more flexible to meet the community's needs with more innovative solutions."**
- **This is an opportunity for people to get connected to transit that they otherwise would not have access to.**
- **We want to get people where they're going, when they want to get there.**
- **The expansion of our Microtransit/On-demand service is another way we can meet the changing needs of our riders by providing alternative, affordable and convenient modes of transportation that improve mobility for the many communities we serve."**
- **This type of service will be more efficient and cost affective for the transit district and in turn provide a more on-time transportation for the communities.**





The word 'spare' is written in a dark blue, lowercase, sans-serif font. It is surrounded by four colorful car icons: a yellow car at the top, a red car at the top right, a green car at the bottom left, and a blue car at the bottom right. The background is white with a faint grid pattern.

Item 9.

The future of transportation is knocking, who is ready to let it in.

Thank you for your time today is there any questions?

# Gulf Coast Transit District

TED ROSS, DIRECTOR OF OPERATIONS

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BRAZORIA AND GALVESTON COUNTY







JUNE 13, 2023

**CITY OF ANGLETON – NEW ANIMAL SERVICE CENTER FEASIBILITY ASSESSMENT UPDATE**

**MCLEMORE LƯƠNG**



# Agenda

- 1) Existing Building Assessment
  - History
  - Site Walk / Observations
- 2) Program Verification
  - Room Data Sheets
  - Square Foot Allocations
  - Blocking Exercise
- 3) Plan Studies
  - Space Plan
  - Site Plan Test Fits
  - Phasing
- 4) Conceptual Budget
  - What's it cost
  - Comparables
- 5) Next Steps .....





# Existing Facility Assessment

## History

- Pre-engineered metal building, built in 1992
- Originally built for public works maintenance storage until 2008
- Currently functions as animal services facility
- Current program is as follows:
  - 20 dog kennels
  - 35 cat kennels
  - 3 cat adoption rooms
  - Cat isolation room
  - Dog isolation room
  - Intake room
  - Recently renovated admin space
  - 1 Office
  - 1 Restroom
  - Surgery / IT /Storage room





# Existing Facility Assessment

## Site Walk / Observations

- Walked the facility with Brenda, Chief Dahlstrom, and Jeff and Hector from public works:
- Identify Building issues vs. Animal services deficiencies
- Observed building Issues
  - Recently renovated lobby adoption and admin areas
  - Ada code issues
  - Faulty trench drain system
  - No pee trap to block sewer gasses
  - Structural patch jobs
  - Rusting and detreating primary structural elements
  - Rain event water intrusion
  - HVAC System inadequate and not to code
  - Insulation detreating and not to code
  - No fire sprinkler system
  - Holes in exterior face due to rusting .....





# Program Verification

## Room Data Sheets

- Engaged with department heads of Police and Animal Services to complete room data sheets
- Documents in detail the requirements of each space within the facility
- Used for cost estimation and square foot allocations

**McLEMORE LUONG** A.M.D.G.

Project Name	City of Angleton Animal Service Center Feasibility Study	Room Name	Reception
Client Name	City of Angleton	Room Number	
Building Name	Animal Control Facility	Department	
Building Address			
Project Phase	Future Programming		
Prepared By Client			
Prepared by MLA	Ryan McLemore		

**General**

General Room Description C  
 Functional Relationships L  
 Space Data A  
 Description of Activities In  
 Special Access Notes

**Environment**

Lighting T  
 HVAC T  
 Acoustics N  
 Safety T  
 Blinds T

**Services**

Electrical T  
 Data N  
 Security C  
 Plumbing N  
 Fire System N

**Finishes**

Room N  
 Doors T  
 Windows N

**Equipment / Millwork**

AV N  
 Equipment N  
 Appliance A  
 Furniture D  
 Boards T  
 Millwork B  
 Countertop T  
 Animal Housing T

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**McLEMORE LUONG** A.M.D.G.

Project Name	City of Angleton Animal Service Center Feasibility Study	Room Name	Staff Offices
Client Name	City of Angleton	Room Number	
Building Name	Animal Control Facility	Department	
Building Address			
Project Phase	Future Programming		
Prepared By Client			
Prepared by MLA	Ryan McLemore		

**General**

General Room Description Pt  
 Functional Relationships re  
 Space Data Ar  
 Description of Activities cz  
 Special Access Notes

**Environment**

Lighting T  
 HVAC T  
 Acoustics T  
 Safety T  
 Blinds T

**Services**

Electrical T  
 Data N  
 Security N  
 Plumbing N  
 Fire System N

**Finishes**

Room N  
 Doors T  
 Windows N

**Equipment / Millwork**

AV N  
 Equipment N  
 Appliance A  
 Furniture D  
 Boards T  
 Millwork B  
 Countertop T  
 Animal Housing T

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**McLEMORE LUONG** A.M.D.G.

Project Name	City of Angleton Animal Service Center Feasibility Study	Room Name	Lobby
Client Name	City of Angleton	Room Number	
Building Name	Animal Control Facility	Department	
Building Address			
Project Phase	Future Programming		
Prepared By Client			
Prepared by MLA	Ryan McLemore		

**General**

General Room Description Waiting area for the public  
 Functional Relationships public restrooms, adoption areas, janitor's closet  
 Space Data Area (SF) Ceiling Height (FT) # of Occupants 8 to 10 Hours / Shift  
 Description of Activities Public check-ins and customer service area with seating  
 Special Access Notes

**Environment**

Lighting	Type	Artificial	Controls	Individual Control	CRI	Normal	Task	No
HVAC	Type	Standard HVAC	Pressure		Specific Temperature Range			
Acoustics	Type		STC / ICC Specific Requirements					
Safety	Type	Video Surveillance						
Blinds	Type	Sunshade	Controls	Manual				

**Services**

Electrical	Type	Outlets	Yes	Location	Wall			
Data	Notes	VoIP	No	Tele	No	UPS	Conduit Only	
Security	Notes	CCTV		Access Control		Public Address	Yes	
Plumbing	Notes	Sink	No	Floor	No	Eye	No	Trench
Fire System	Notes	Type	Alarm					

**Finishes**

Room	Floor	Stained Concrete	Ceiling	Acoustical	Walls	Gypsum Paint	Base	Concrete Curb
Doors	Notes	Higher STC rating for ceiling panels (noise reduction)			Security	Card Reader		
Windows	Type	Full Glass	Hardware	Door Lever				
	Notes							
	Type	Aluminum	Security		Operable	No		
	Notes							

**Equipment / Millwork**

AV	Electrical	Mount	Display	Speakers	Yes			
Equipment	EQ1	Trash Can	EQ2	EQ3	EQ4			
Appliance	AP1	Sanitizer Dispenser	AP2	AP3	AP4			
	AP5		AP6	AP7	AP8			
Furniture	Desk	Table	Coffee Table	Storage	Storage			
Boards	Notes	bar top table and stools, metal legs cushion chairs						
Millwork	Base	No	Upper	No	Open	No	Lock	No
Countertop	Type							
Animal Housing	Type	Isolation						
	Notes							

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# Program Verification

## Square Foot Allocations

- Derived from room data sheets
- Net sf.
- Add on Factors
- Approximately 14,000 sf. for full build out
- Multi-purpose room
  - Can be used for trainings and other activities
  - Seats 20 - 25 people
- Desired dog kennel counts (5' x 8' and 4' x 2'8")
  - 50 kennels with indoor and outdoor access
  - 4 - 6 isolation kennels
  - 20 - 30 stray hold kennels
  - 2 - 4 recovery kennels
- Desired cat kennel counts (3' x 3' unit stacks 3 - 4 high)
  - 56 kennels
  - 20 isolation kennels
  - 10 - 20 stray hold kennels
  - 6 - 8 recovery kennels

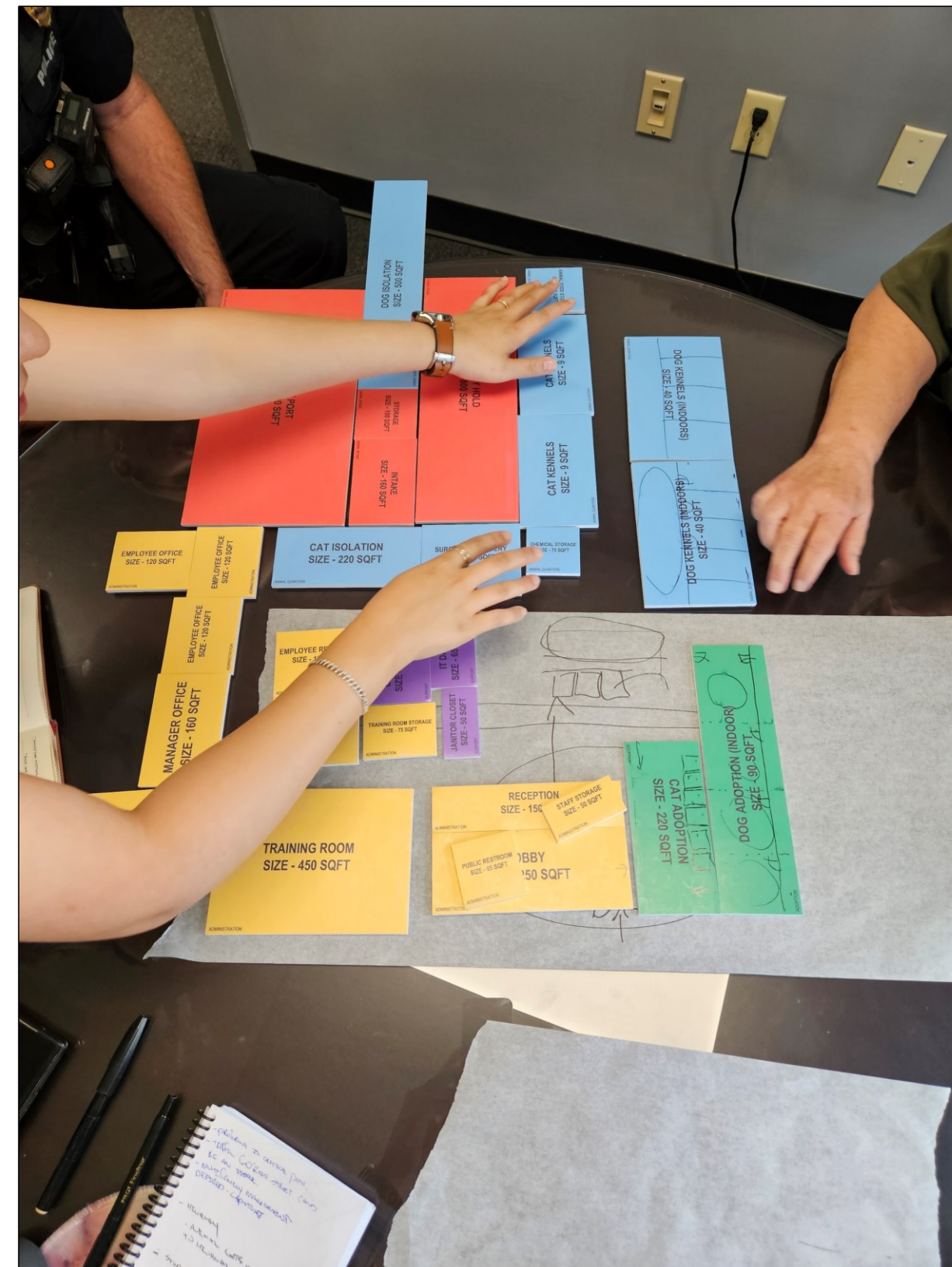
MCLMORE LUONG		A.M.D.G. 6/1/23			
<b>Project Name</b>	City of Angleton				
<b>Client Name</b>	City of Angleton				
<b>Building Name</b>					
<b>Building Address</b>	Angleton, Texas				
<b>Project Phase</b>	Program Analysis				
<b>Prepared By Client</b>					
<b>Prepared by MLA</b>	Ryan McLemore				
<b>Departments</b>	<b>Comments</b>	<b>Existing SF</b>	<b>Qty</b>	<b>Area</b>	<b>Total</b>
<b>Gross Multiplier</b>					3,667
<b>Gross Multiplier</b>					3,667
<b>Gross Multiplier Total</b>					3,667
<b>Animal Control</b>					
<b>Administration</b>					
IT Data	server location		1	75	75
Employee RR	1M, 1F, shower and 5 lockers (for hung clothes) in ea. w/ small bench		2	120	240
Employee Office	seating for employee and two guests		3	120	360
Manager Office	manager has printer and space for small meeting		1	170	170
Training Room	seating for 20-25 people, storage for foldable furniture, one large tv, lobby adjacent		1	450	450
Break Room	seating for 6 and 3 lounge seats, small kitchen, adjacent to training		1	220	220
Janitor Closet	mop sink, close to reception, supplies		1	50	50
Staff Storage	file cabinets and printer supplies close to reception		1	100	100
Electrical	(blank)		1	120	120
Training Room Storage	seating for 20-25 people, storage for foldable furniture, one large tv, lobby adjacent		1	65	65
<b>Administration Total</b>			13	1490	1,850
<b>Animal Quarters</b>					
Dog Kennels	(50) 5x8, Interior / Exterior Kennels. w/ Trench Drain		50	40	2,000
Cat Kennels	(56)open glass, 3x3x3or4 cat condos, sink w/ millwork		1	800	800
Dog Isolation	8 kennels, 4-6 no nose-nose contact, cmu walls, indiv FDs, nat light, sink		1	1300	1,300
Cat Isolation	(20)ss kennel, close to dog iso, sink w/ millwork, ss counter, FD		1	250	250
Animal Food Storage	15 50# bags, 18 30# bags, 90 cans soft food, mini fridge, open shelving		1	120	120
Chemical Storage	mop sink, sanitary supplies, no FD, open shelving racks		1	50	50
Wash Tub Area	Shore-Line Pet Products, grooming table adjacent		1	100	100
Laundry	(blank)		1	100	100
Surgery Room	6x3 sst. table and cabinets for medicine		1	150	150
Recovery Room Cats	(9) Kennels , sink		1	120	120
Recovery Room Dogs	(3) Kennels, sink		1	150	150
<b>Animal Quarters Total</b>			60	3180	5,140
<b>Animal Intake</b>					
Sally Port	12x12 rollup door, 2 trucks		1	1100	1,100
Intake	floor inset weight scale, eye wash, desk, 3x6 sst exam table		1	200	200
Walk-in Freezer	mfr		1	48	48
Dog Stray Hold	30 large kennels, Sink w/ millwork		1	550	550
Cat Stray Hold	15 cat condos, FD, Sink w/ millwork		1	220	220
Sallyport Storage	ss c-top w/ sink and kennel, 2x door vacc stor, catch pole, adjacent to lobby		1	150	150
<b>Animal Intake Total</b>			6	2268	2,268
<b>Entry</b>					
Reception	transaction window		1	170	170
Public RR	concrete flooring, tile wall		1	80	80
Lobby	furniture to seat 8-10, view to adoption space		1	250	250
<b>Entry Total</b>			3	500	500



# Program Verification

## Blocking Exercise

- Derived from space allocation spread sheet
- Hands on Collaborative Design Process



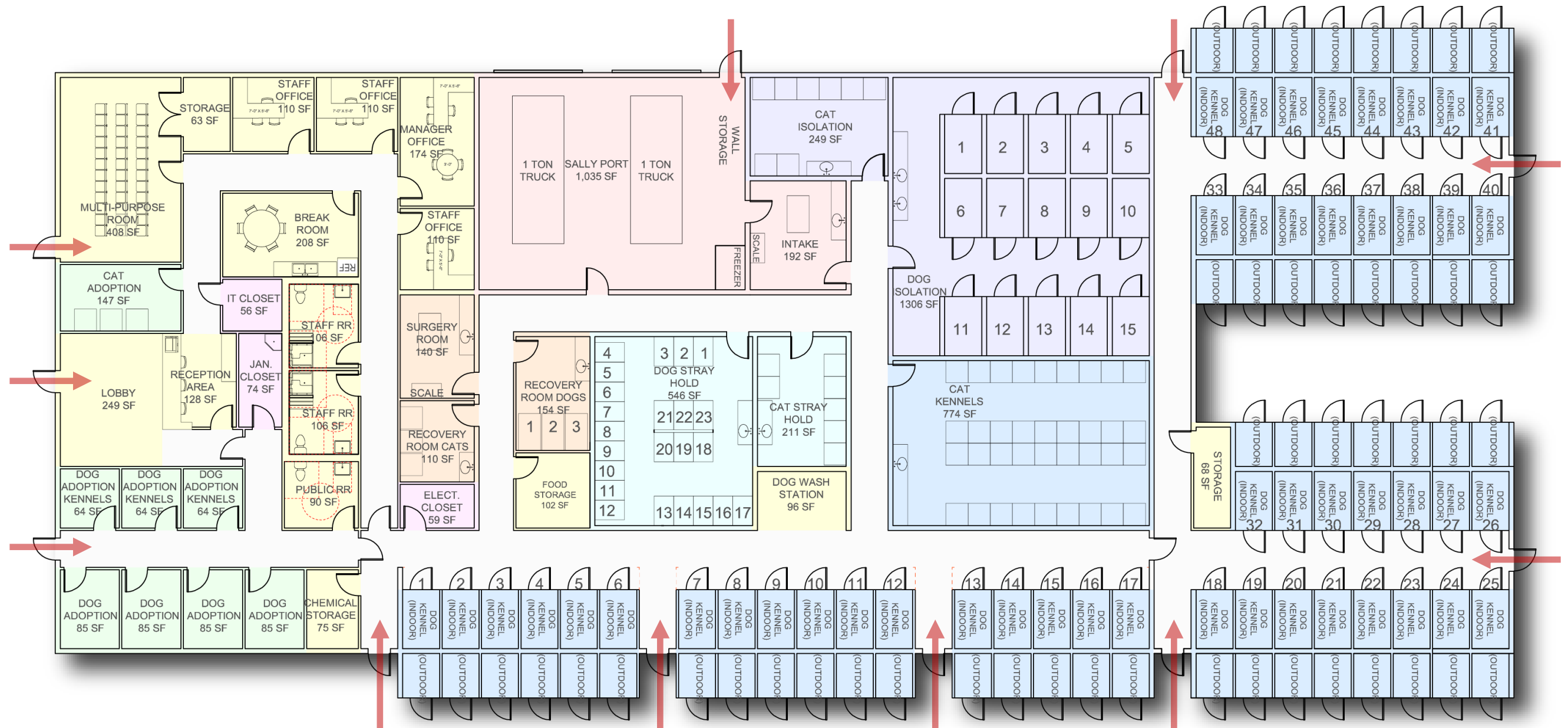


# Plan Studies

## Space Plan

### LEGEND

- ADMINISTRATION
- SUPPORT
- ANIMAL INTAKE
- MEDICAL AREAS
- ADOPTION SPACES
- KENNEL AREAS
- STRAY HOLD
- ISOLATION



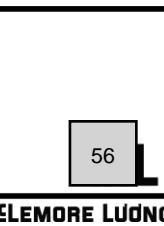
### PROPOSED FLOOR PLAN

APPROX. BUILDING SIZE - 14,000 SF

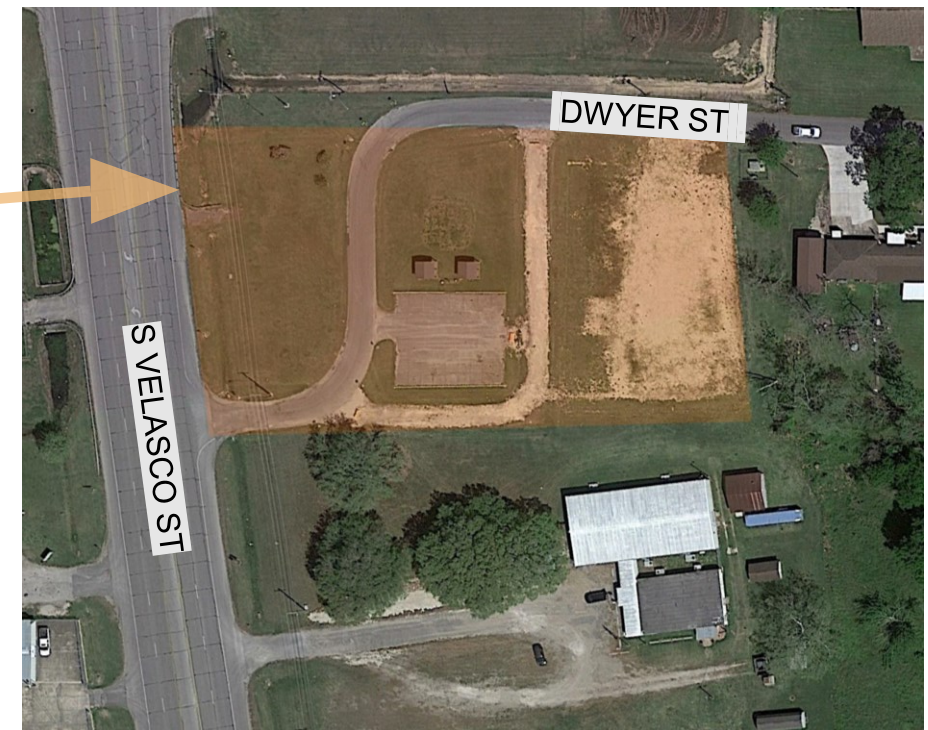
CITY OF ANGLETON - ANIMAL SERVICE CENTER

NOT TO SCALE

June 13, 2023







### SITE PLAN FACILITY SQUARE FOOTAGES

- EXISTING SITE - APPROX 0.922 AC
- NEW FACILITY - APPROX 2.167 AC
- NEW FACILITY - APPROX 1.920 AC

### SITE PLAN TEST FIT FACILITY LOCATIONS

- EXISTING FACILITY - 525 S. ANDERSON ST
- NEW FACILITY - 535 S. ANDERSON ST
- NEW FACILITY - INTERSECTION DWYER ST AND S. VELASCO ST

### CITY OF ANGLETON - ANIMAL SERVICE CENTER

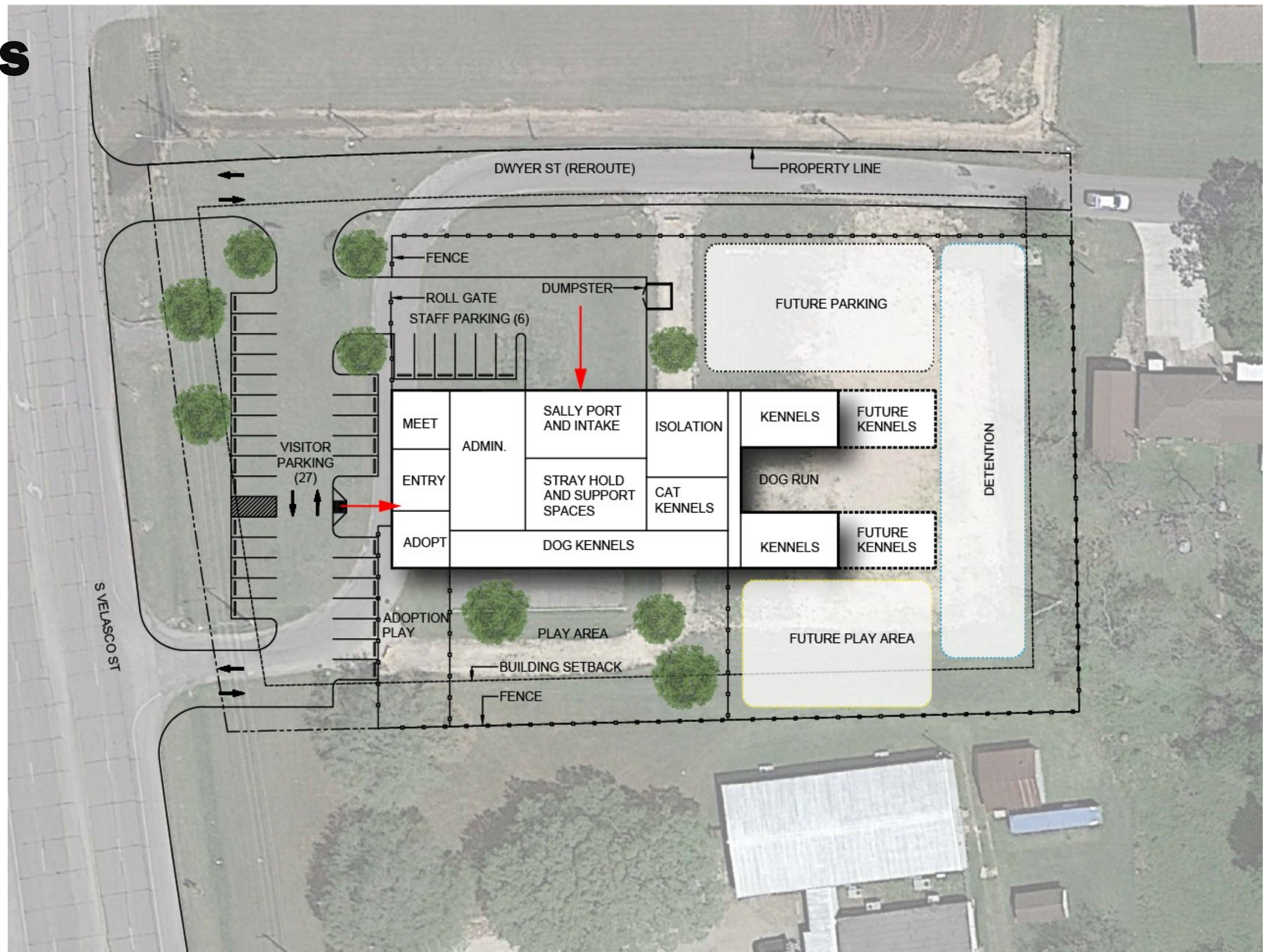
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# Plan Studies

- Approx 1.920 AC
- New entry off Dwyer
- New residential neighbors



## SITE PLAN TEST FIT – OPTION 1

NEW FACILITY – INTERSECTION DWYER ST AND S. VELASCO ST

CITY OF ANGLETON – ANIMAL SERVICE CENTER

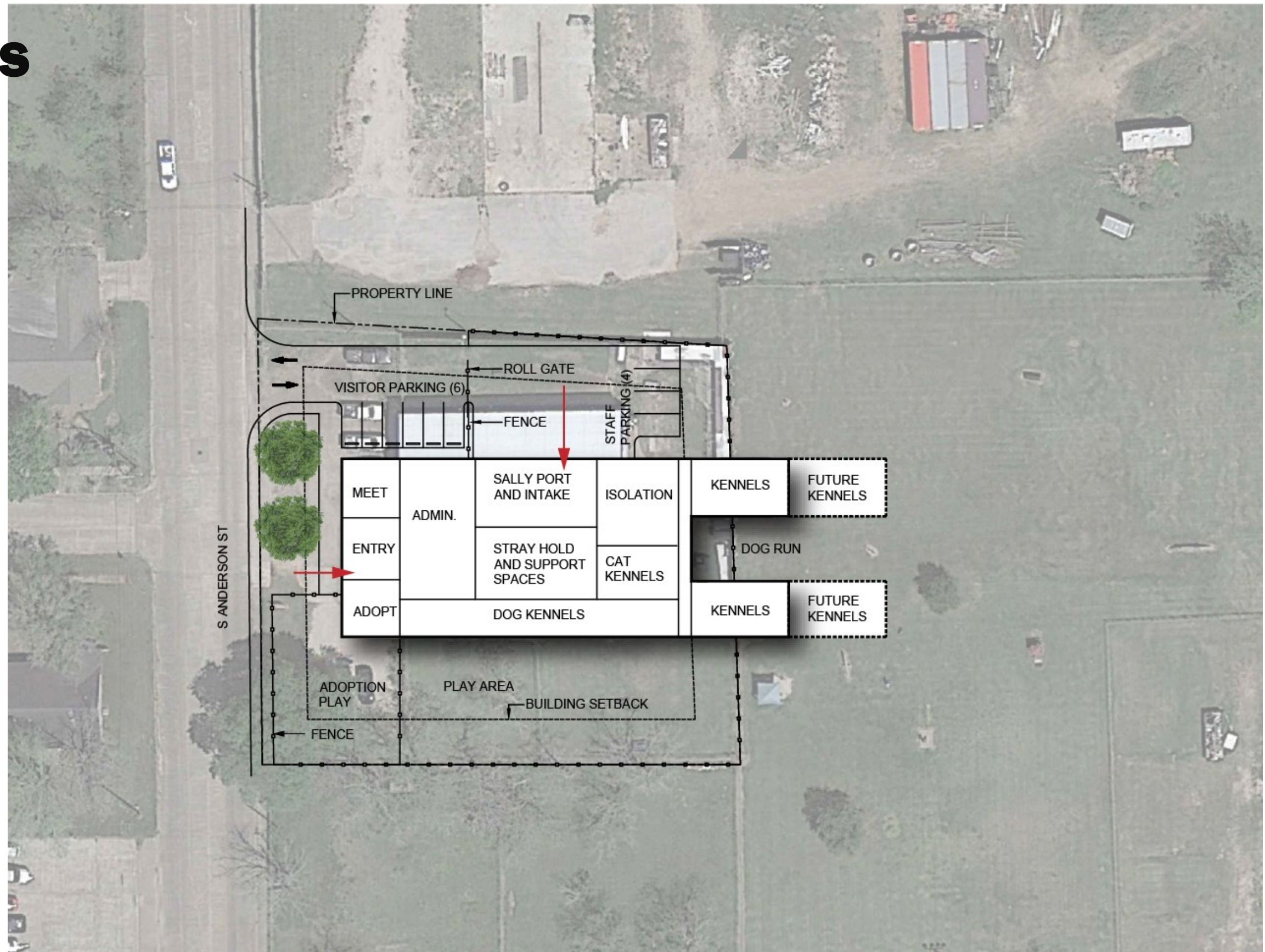
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# Plan Studies

- Approx 0.922 AC
- Demolish existing and build new
- Relocation of current operations required



## SITE PLAN TEST FIT – OPTION 2

NEW FACILITY ON EXISTING SITE – 525 S. ANDERSON ST

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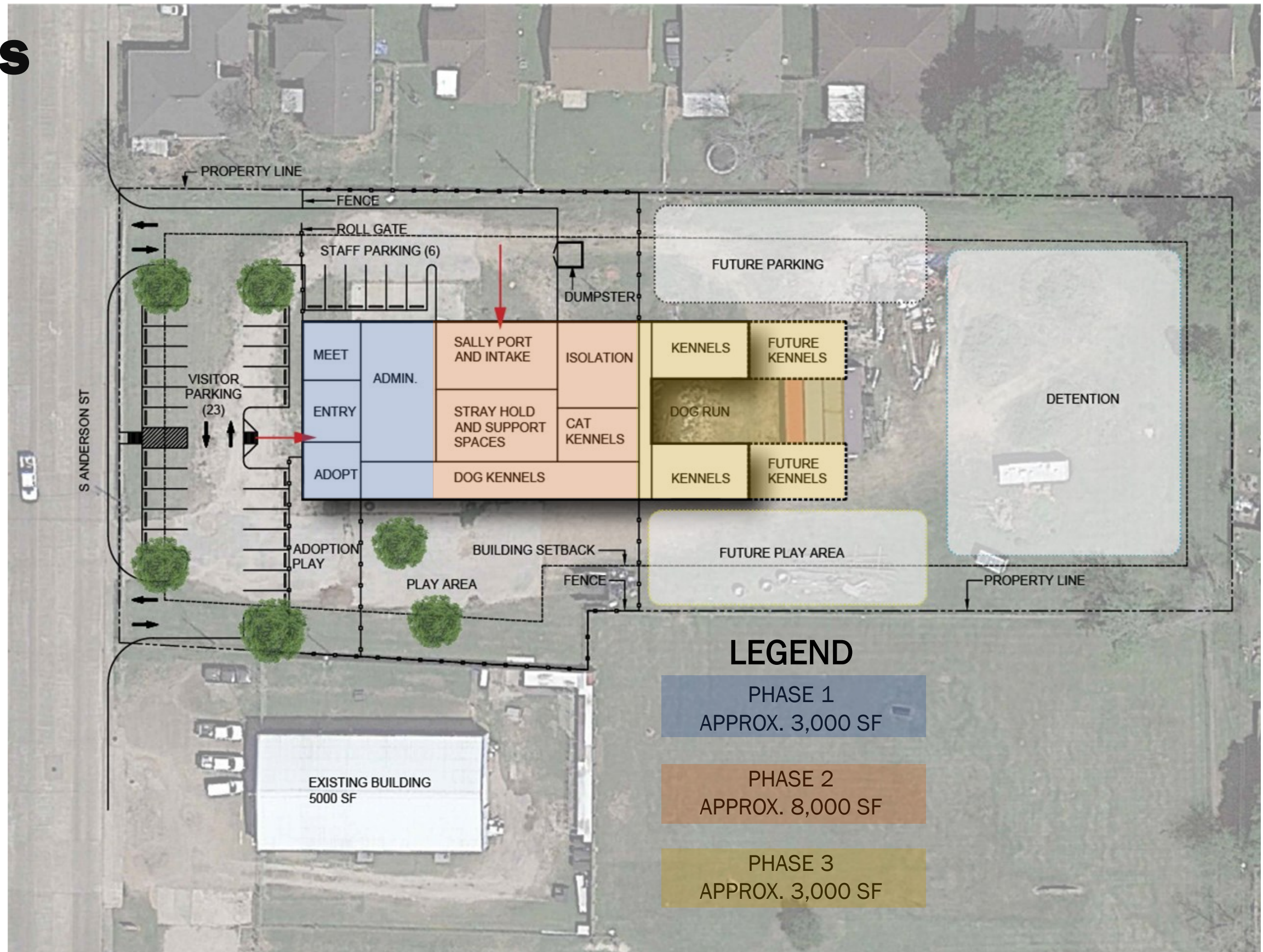
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# Plan Studies

- Approx 2.167 AC
- Move operations in phases into new facility
- Ample room for future expansion



## SITE PLAN TEST FIT – OPTION 3

NEW FACILITY IN PHASES – 535 S. ANDERSON ST

CITY OF ANGLETON – ANIMAL SERVICE CENTER

NOT TO SCALE

June 13, 2023



# Plan Studies

- Current building and new building will be in use in initial phases
- Existing building to be demolished and rebuilt in future phases
- Possible area for future city development



## SITE PLAN TEST FIT – OPTION 4

NEW FACILITY IN PHASES – 535 S. ANDERSON ST

CITY OF ANGLETON – ANIMAL SERVICE CENTER

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June 13, 2023

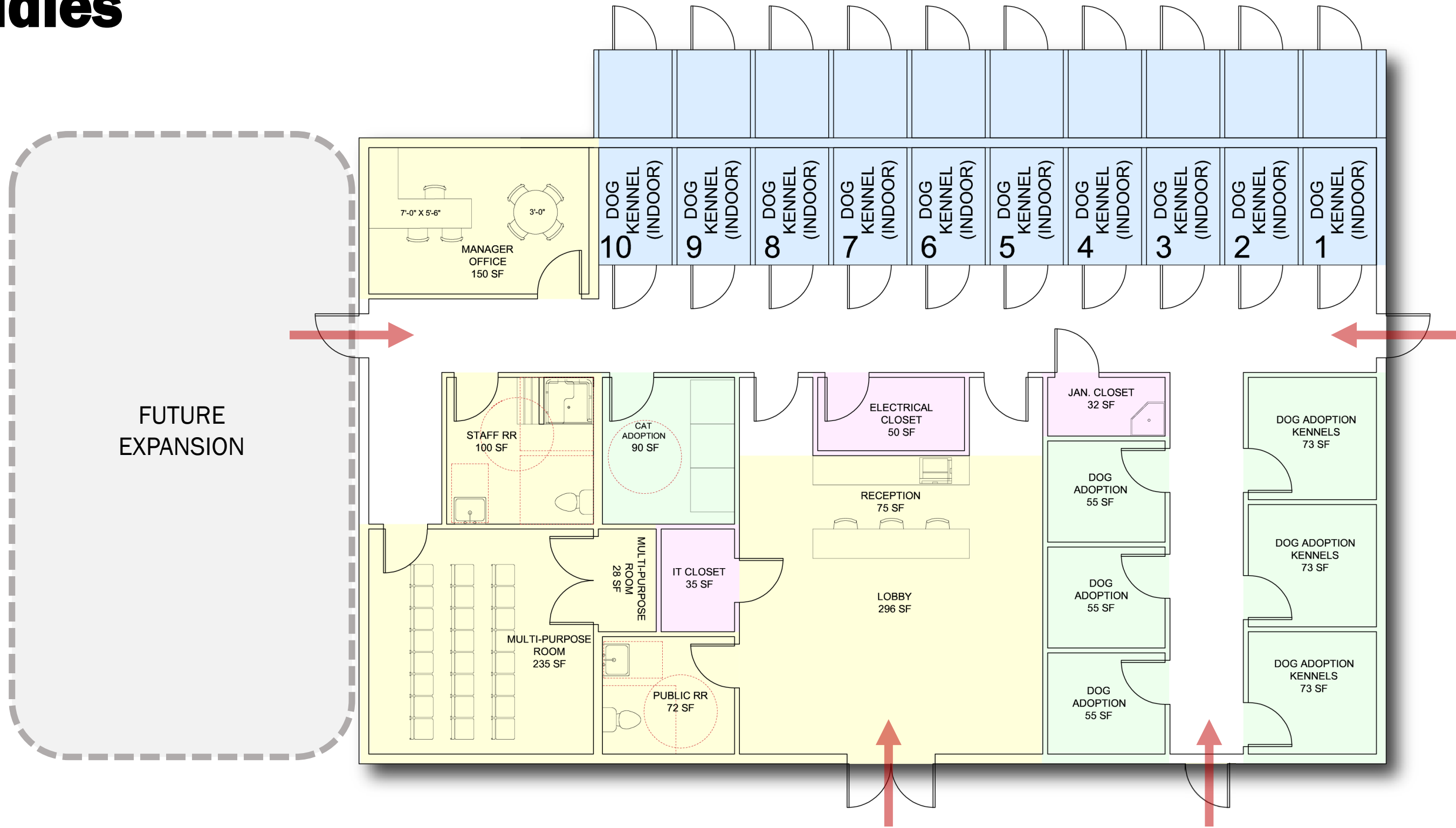


# Plan Studies

## Space Plan

### LEGEND

- ADMINISTRATION
- SUPPORT
- ADOPTION SPACES
- KENNEL AREAS



### PROPOSED FLOOR PLAN – PHASE 1

APPROX. BUILDING SIZE – 3,000 SF

CITY OF ANGLETON – ANIMAL SERVICE CENTER

NOT TO SCALE

June 13, 2023



# Conceptual Budget

## Whats it cost

- **Full Build**
  - 14,000 sf. @ \$500 sf. =approx. \$7M
- **Phased Approach**
  - PHASE 1
    - 3,000 sf. @ \$500 sf. =approx. \$1.5M
  - Later Phases.....

## Comparables

- **City of Baytown**
  - Built in 2020
  - 12, 000 sf. @ \$440 sf. = approx. 5.3M
- **City of Pearland**
  - Built in 2019
  - 21,000 sf. @ \$474 sf. = approx. 9.95M
- **City of Lake Jackson**
  - Bid in 2023
  - 13,500 sf. @ \$480 sf. = approx. 6.5M





# Next steps.....

Houston | + 1 346 708 8241  
San Antonio | + 1 726 245 1378  
Santa Monica | + 1 213 392 7230

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# MCLMORE LUONG



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 6/13/2023

**PREPARED BY:** Martha Eighme

**AGENDA CONTENT:** King Municipal Operations Center Update

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:** 2022 CO

**EXECUTIVE SUMMARY:** We are pleased to present the Schematic Design Floor Plan and Site Plan for the King Municipal Operations Center. As we are only in the Schematic Design phase of the project, we still have some time to tweak and improve things as we move forward to complete Construction Documents, (CD)

The remaining project timeline will look something like this:

- Complete SD phase: mid-June 2023
- Complete DD phase: end of July 2023
- Complete CD phase: end of September 2023
- Complete Bid phase: end of October 2023
- Award Contract and start Construction: early December 2023
- Occupy new King Operations Center: early December 2024 +/-

*(please note – these are estimates and can vary depending on design/contract approvals, the selected contractor and the weather conditions during construction)*

As for preliminary construction costs, the present floor plan indicates a total footprint of approximately 16,902 sq. ft. Approx. 10,435 sq. ft. is conditioned office space; approx. 4,367 sq. ft. is unconditioned service bays; and approx. 2,100 sq. ft. is unconditioned, covered breezeway and lean-to/shed space.

We estimate that this single story Pre-engineered Metal Building (PEMB) structure will cost approximately \$4,650,000 +/- We also believe that this price should cover the cost of office furniture, site work, building security items, on-site detention requirements, landscape elements, site lighting and includes an allowance of \$100,000 for alternate water redundancy collection/storage components.

### RECOMMENDATION:

This item is for discussion and to provide a project update.



DEMOLISH EXISTING STRUCTURE FOR NEW PARKING LOT

PERIMETER FENCE

SECURE GATE

BUILDING ENTRANCE

GUEST PARKING

SECURE ACCESS

STAFF PARKING

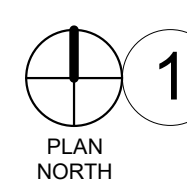
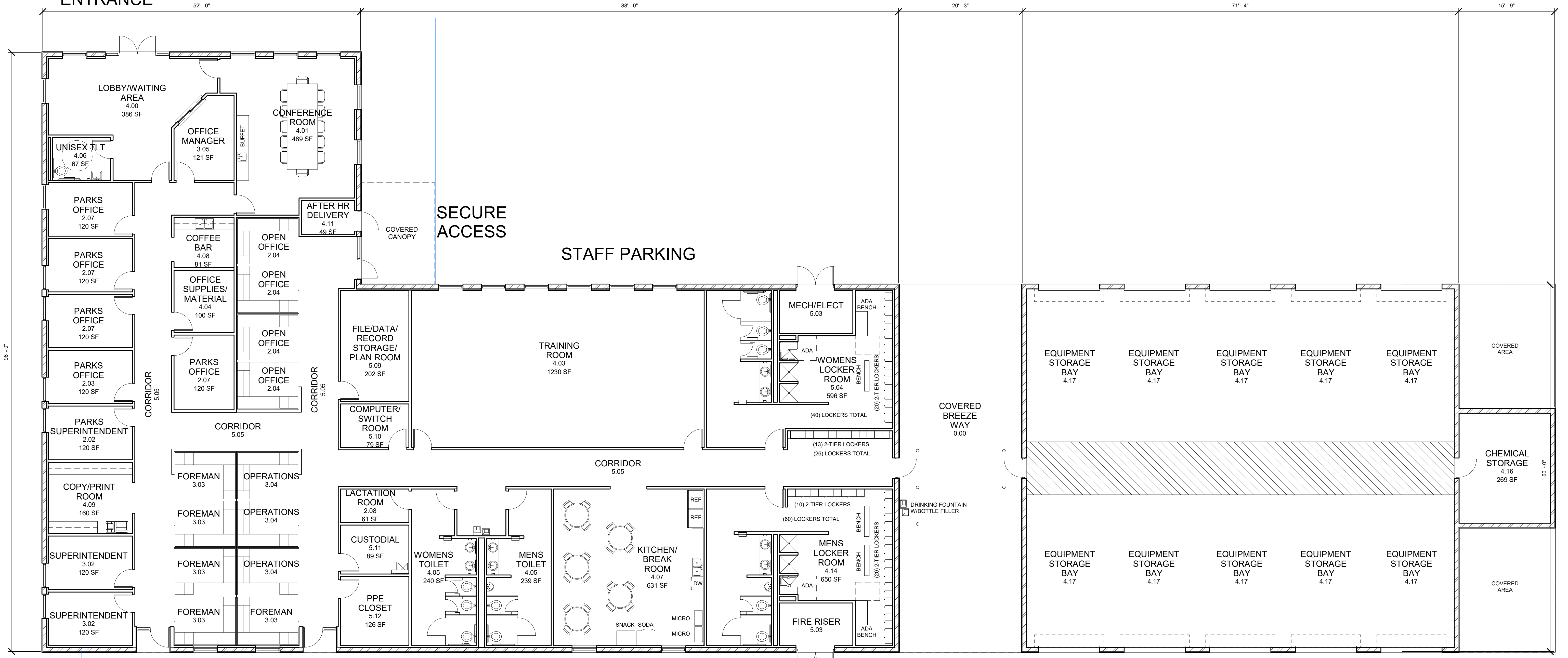
MAINTENANCE YARD ACCESS

MAINTAIN ACCESS TO EQUIPMENT SHED

SITE ENTRANCE

PERIMETER FENCE

SECURE GATE



1 PROPOSED GROUND FLOOR PLAN

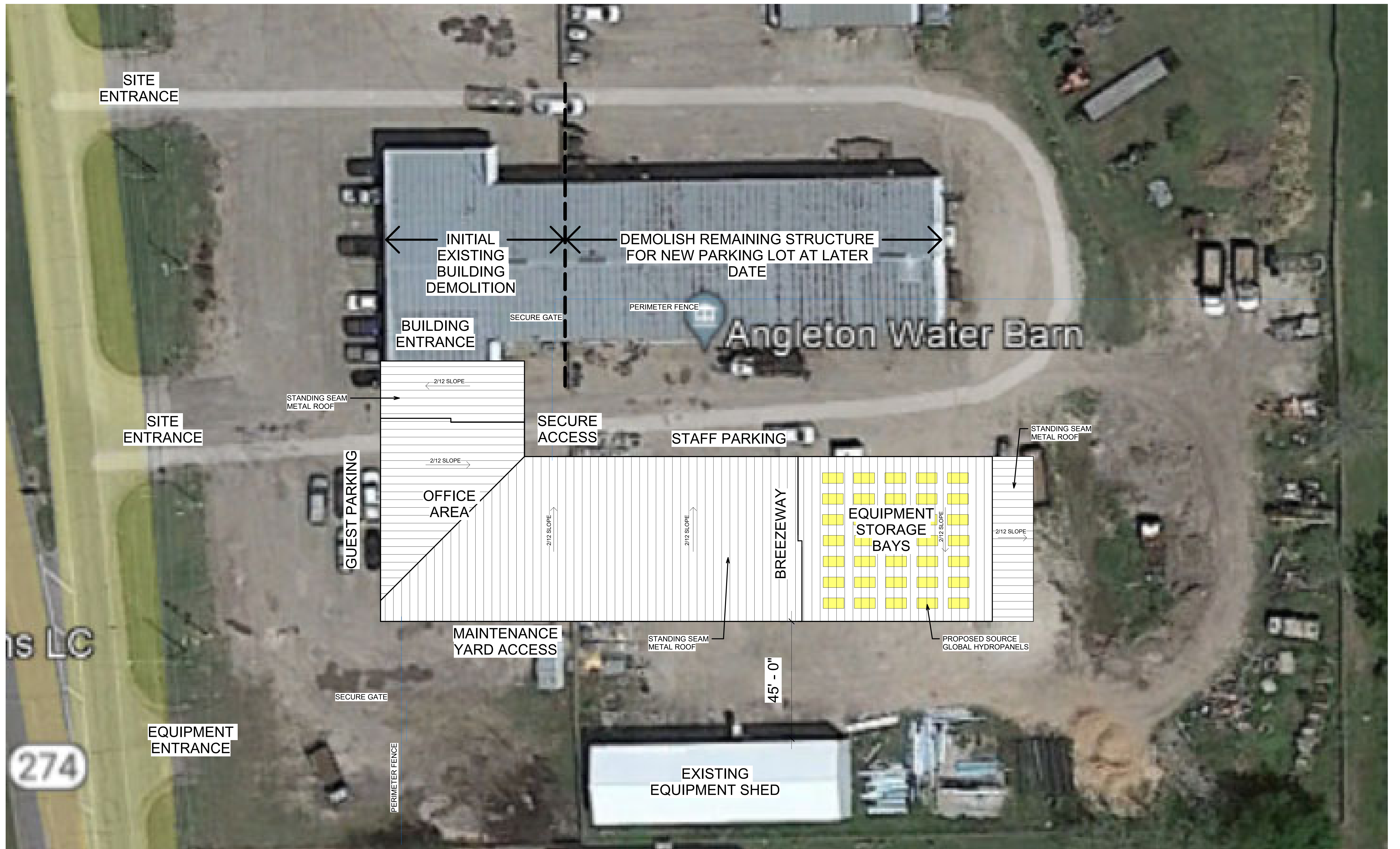
1/8" = 1'-0"

OFFICE AREA	10,435 SQ.FT.
EQUIPMENT STORAGE & BREEZEWAY	6,467 SQ.FT.
TOTAL AREA	16,902 SQ.FT.

King Municipal Operations Center - Angleton



PROPOSED GROUND FLOOR PLAN



1 PROPOSED SITE PLAN  
1/16" = 1'-0"



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 6/13/2023

**PREPARED BY:** Megan Mainer, Director of Parks & Recreation

**AGENDA CONTENT:** Discussion and possible action to approve funding for dirt hauling, spreading, and grading for BG Soccer Complex, Police Department firing range, Lakeside Park, and Reuben Welch Park.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** \$0.00

**FUNDS REQUESTED:** TBD based on discussion

**FUND:** TBD based on discussion

### EXECUTIVE SUMMARY:

Staff was directed to collect pricing for the following scenarios:

1. Proposal to purchase and haul dirt to BG Soccer Complex, Police Department firing range, Lakeside Park, and Reuben Welch Park.
  - a. **Proposal - \$270,000**
2. Proposal to haul dirt from Freedom Park to BG Soccer Complex, Police Department firing range, Lakeside Park, and Reuben Welch Park.
  - a. **Proposal - \$135,507** (This is based on price per load. Costs could be more or less depending on compaction rate of the dirt.)
3. Proposal to spread and grade dirt per engineered drawings.
  - a. **BG Peck Soccer Complex - \$ 230,815.50+**
  - b. **PD Firing Range - \$125,476.05**
  - c. **Lakeside Park - \$132,117.70**
  - d. **Reuben Welch Park - \$53,403**

Proposals exclude spreading, grading, irrigation adjustments, hydromulching/sod, etc.

Based on proposals received, staff would be required to advertise work as a Request for Proposals.

The most economical way to proceed is to haul dirt from Freedom Park to each designated location followed by spreading and grading resulting in the following totals by location:

<b>LOCATION</b>	<b>DIRT HAULING</b>	<b>SPREADING &amp; GRADING</b>	<b>TOTAL</b>
BG Peck Soccer Complex	~\$48,360	~\$ 230,815.50+ (\$1500 mobilization/field)	~ <b>\$279,175.50+</b>
PD Firing Range	~\$37,588	~\$125,476.05	~ <b>\$163,064.05</b>
Lakeside Park	~\$33,360	~\$132,117.70	~ <b>\$165,477.70</b>
Reuben Welch Park	~\$16,199	~\$53,403	~ <b>\$69,602</b>

**RECOMMENDATION:**

Staff recommends City Council discuss and consider approving expenditure of funds for dirt hauling, spreading and grading for BG Soccer Complex, Police Department firing range, Lakeside Park, and Reuben Welch Park.



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** June 13th, 2023  
**PREPARED BY:** Hector Renteria  
**AGENDA CONTENT:** Sanitary Sewer Project Updates

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Presentation and discussion of sanitary sewer projects.

**RECOMMENDATION:**

## Sanitary Sewer Updates

1. Lift Station Rehabilitations
  - Lift Station #7 – This lift station originally had a wet/dry pit design. The dry well was eliminated, and new submersible pumps were installed. The electrical and instrumentation were also upgraded.
  - Lift Station #1 - This lift station originally had a wet/dry pit design. The dry well was eliminated, and new submersible pumps were installed. The electrical and instrumentation were also upgraded.
  - Lift Station # 9 – This lift station was rehabilitated under an emergency. We had pump failures and issues with the discharge plumbing. All these components were upgraded.
  - Lift Station #47 – This is the lift station in Windrose Green. It was struck by lightning in a recent storm that caused VFD failures. The timeline on the acceptance of this station has brought us past the warranty period. We are in the process of repairing/replacing components within this station. There will also be a lighting protection device installed at this station.
2. Inflow and Infiltration Study – Our lift station rehabilitation process has been extremely effective in the operation of our collection system. However, we still have a major issue of inflow and infiltration, or water getting into our pipes that do not belong there. We have contracted with Duke’s to conduct a I & I study in the Basin 25 area. Once we get the data back, we will be able to pinpoint certain areas for repairs that will greatly reduce the amount of water getting into this portion of the collection system.
3. Bioremediation – We have improved the functionality of many of the lift stations in the collection system. However, there are still some lingering odor issues in areas. We have been exploring bioremediation and have had some great experiences with it. With this treatment it will eliminate, or greatly reduce, grease, biosolids, and odors. It will even improve treatment all the way at the WWTP if dosed correctly. This will be a budget item on the 23/24 budget discussions.
4. Wastewater SCADA – We have installed the hardware at the offsite lift stations. The final hardware for the WWTP is being completed soon. We have determined proper operations of all systems so the programming can be completed. We will have a timeline for completion very soon.
5. Wastewater Treatment Plant – Basin cleaning, and diffuser replacement, will continue. There are also other various repairs and replacements that we are working through.
6. Upcoming Projects – We are working with HDR to get many various repairs and replacements packaged into one project. This will provide us with better pricing for these projects that are going to be spread around the city.
  - Cedar St – Downing to Pecan
  - Shady Lane
  - Grove/Vine/Southside
  - Lorraine
  - Wilkins/Valderas
  - W Ash/Parrish





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 6/13/23

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Street Bond Project Package #3

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** \$3,250,812.43

**FUNDS REQUESTED:**

**FUND:** Street Bonds

### EXECUTIVE SUMMARY:

Staff has requested that HDR provide cost for different section of street that require repairs and can be included in the Street Bond Project - Package 3. The streets that the City have identified are as follows:

#### **City Wide Maintenance Project**

City staff have received complaints from residents on small sections of pavement disrepair throughout the City. These areas are small and do not require complete street replacement. This investment will allow the City to repair sections of roadway that are in poor condition and extend the life of the existing roadway. Also, there are stripping needs (sidewalk crossings, stop bars, school zones, etc.) through the City that require maintenance. Staff has recommended that the City fund \$300,000 for City wide small point repairs and \$50,000 for stripping throughout the City.

#### **Parrish Street – Live Oak to SH 35 (Approximately 1,600 Linear Feet)**

The street will be constructed to the City standard 28' wide 7" thick but will be an elevated concrete roadway due to existing site conditions and downstream outfall elevation. Storm sewer will be installed to close in the open ditches on the east and west side of Parrish Street. Sidewalk will be installed on the east side (only) on Parrish Street to increase the connectivity of the community, safety, and access to existing bus stops in the area. The existing water line has already been replaced and the sanitary sewer is PVC. Total Project cost for this segment is \$2,000,000.

**Parrish Street – Live Oak to Miller (Approximately 975 Linear Feet)**

The City had previously rehabbed Miller Street and placed sidewalks along it to connect to the first bus stop on Parrish. Staff recommends continuing the rehabilitation to connect to Miller Street Improvements to the proposed Parrish Street Improvements beginning at Live Oak to State Highway 35. The street will be constructed to the City standard 28' wide 7" thick but will be an elevated concrete roadway due to existing site conditions and downstream outfall elevation. Storm sewer will be installed to close in the open ditches on the east and west side of Parrish Street. Sidewalk will be installed on the east side (only) on Parrish Street to increase the connectivity of the community, safety, and access to existing bus stops in the area. The existing water line is also included to be replaced with an 8" water line. Total Project cost for this segment is \$1,700,000

**Locust – TJ Wright to Loop 274 (Approximately 825 Linear Feet)**

This will connect to the new improvements made at the intersection of Locust and Loop 274 which is a signalized crossing. The street will be constructed to the City standard 28' wide 7" thick but will be an elevated concrete roadway due to existing site conditions and downstream outfall elevation. Storm sewer will be installed in the open ditches on the north and south side. Sidewalk will be installed on the south side (only) on Parrish Street to increase the connectivity of the community, safety, and access to a signalized intersection at Loop 274. The existing water line is undersized and is old. It will be replaced with a new 8" water line. No sanitary sewers are along the roadway. Total Project cost for this segment is \$1,100,000.

**Western Avenue – Entire roadway (Approximately 3,600 Linear Feet)**

This project will replace the entire asphalt roadway with 7" thick concrete pavement. Due to existing field conditions and available outfall depth the roadway cross section must remain elevated with open ditches. Driveway aprons will remain asphalt due to outfall elevations and culvert elevations. Culverts will be removed and replaced with correctly sized storm sewer. No sidewalks are included in this price. The project cost for this section is approximately \$3,323,700.00

**Silver Saddle – East side 205 to Bronco Bend (Approximately 750 Linear Feet)**

This project will widen to match the east side of the roadway (18') and replace the existing roadway on the west side of Silver Saddle with an elevated asphalt pavement section. Also included will be minor drainage improvements to increase the life expectancy of the roadway. Temporary paving will be required to be installed due to the small width of the existing roadway to allow for residents to have access to their property and also to provide access for emergency services. There is no sidewalks included in this cost. The project cost for this section is approximately \$371,600.00

**RECOMMENDATION: Council to review and provide direction to staff.**



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 6/13/2023

**PREPARED BY:** Phill Conner, Finance Director

**AGENDA CONTENT:** Discussion and guidance on the percentage for Homestead Exemption, the Over 65 Exemption and Disabled Person Exemption from AD Valorem Taxes.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

### EXECUTIVE SUMMARY:

The Texas Tax Code allows cities to adopt property tax exemptions for homesteads, taxpayers who are over 65 and for taxpayers who are disabled.

Section 11.13 (n) - In addition to any other exemptions provided by this section, an individual is entitled to an exemption from taxation by a taxing unit of a percentage of the appraised value of his residence homestead if the exemption is adopted by the governing body of the taxing unit before July 1 in the manner provided by law for official action by the body. If the percentage set by the taxing unit produces an exemption in a tax year of less than \$5,000 when applied to a particular residence homestead, the individual is entitled to an exemption of \$5,000 of the appraised value. The percentage adopted by the taxing unit may not exceed 20 percent.

Section 11.13(d) - In addition to the exemptions provided by Subsections (b) and (c) of this section, an individual who is disabled or is 65 or older is entitled to an exemption from taxation by a taxing unit of a portion (the amount of which is fixed as provided by Subsection (e) of this section) of the appraised value of his residence homestead ...

I have attached an analysis of a 2%, 3%, 4% and 5% local general homestead option using 2023 preliminary values and the adopted tax rate from 2022. Angleton currently has a 2% local general homestead option. The difference between 2% and 3% exemption is \$48,648.

The analysis includes analyses of the Over 65 and Disabled Persons exemptions. The City currently exempts \$50,000 of appraised value for both Over 65 and Disabled Persons. If the Council were to choose to increase Over 65 from \$50,000 to \$75,000 it would cost \$243,946 in property tax revenue. To increase the Disabled Persons exemption from \$50,000 to \$75,000 the City would lose \$18,563 property tax revenue.



**RECOMMENDATION:**

Staff is requesting guidance from the Council so an ordinance making any changes can be brought back at a later date.

**Local Homestead Exemption Option Analysis**  
**City of Angleton**  
**2023 Preliminary Values**

**Property Count with General Homestead Exemption**                    4,223  
**Appraised Value**    \$1,025,486,719

**Exempted Values at 3%, 4% and 5% Local Homestead Options**

<b>2% Local Exemption</b>	\$24,194,547
<b>3% Local Exemption</b>	\$32,056,780
<b>4% Local Exemption</b>	\$41,866,261
<b>5% Local Exemption</b>	\$51,949,211

**Estimated Tax Levy Lost Using 2022 Adopted Tax Rate**

<b>2% Local Exemption</b>	\$24,194,547	0.618760/\$100	\$149,706.18
<b>3% Local Exemption</b>	\$32,056,780	0.618760/\$100	\$198,354.53
<b>4% Local Exemption</b>	\$41,866,261	0.618760/\$100	\$259,051.67
<b>5% Local Exemption</b>	\$51,949,211	0.618760/\$100	\$321,440.94

**Average \$ Exemption Per Homestead Parcel**

<b>2% Local Exemption</b>	\$	35	per parcel
<b>3% Local Exemption</b>	\$	47	per parcel
<b>4% Local Exemption</b>	\$	61	per parcel
<b>5% Local Exemption</b>	\$	76	per parcel

**Note: As of January 1, 2022, a homestead exemption can be prorated on as of the date t  
property. This means there could be additional homesteads added during the year.**

	<b>Local Over65 Exemption Option Analysis</b> <b>City of Angleton</b> <b>2023 Preliminary Values</b>
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**Property Count with Over65 Exemption**

	<b>Exempted Values for Local Over65 Exemption</b>
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**50,000 Exemption** \$ 78,850,000  
**75,000 Exemption** \$ 118,275,000  
**100,000 Exemption** \$ 157,700,000

	<b>Estimated Tax Levy Lost Using 2022 Adopted Tax Rate</b>
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\$48,648.35	<b>50,000 Exemption</b>	\$	78,850,000	0.618760/\$100	\$	487,892.26
\$109,345.50	<b>75,000 Exemption</b>	\$	118,275,000	0.618760/\$100	\$	731,838.39
\$171,734.76	<b>100,000 Exemption</b>	\$	157,700,000	0.618760/\$100	\$	975,784.52

	<b>Average \$ Exemption Per Over65 Parcel</b>
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**50,000 Exemption** \$ 309.38  
**75,000 Exemption** \$ 464.07  
**100,000 Exemption** \$ 618.76

he owner acquires the
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	<b>Local Disabled Persons Exemption Option Analysis</b>
	<b>City of Angleton</b>
	<b>2023 Preliminary Values</b>

1,577	<b>Property Count with Disabled Persons Exemption</b>
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	<b>Exempted Values for Local Disabled Persons Exemption</b>
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<b>50,000 Exemption</b>	\$	6,000,000
<b>75,000 Exemption</b>	\$	9,000,000
<b>100,000 Exemption</b>	\$	12,000,000

	<b>Estimated Tax Levy Lost Using 2022 Adopted Tax Rate</b>
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	<b>50,000 Exemption</b>	\$	6,000,000	0.618760/\$100	\$	37,125.60
\$ 243,946.13	<b>75,000 Exemption</b>	\$	9,000,000	0.618760/\$100	\$	55,688.40
\$ 487,892.26	<b>100,000 Exemption</b>	\$	12,000,000	0.618760/\$100	\$	74,251.20

	<b>Average \$ Exemption Per Disabled Persons Parcel</b>
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<b>50,000 Exemption</b>	\$	309.38
<b>75,000 Exemption</b>	\$	464.07
<b>100,000 Exemption</b>	\$	618.76



120



\$ 18,562.80

\$ 37,125.60





## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** 6/13/2023

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Discussion and possible action on approving mobile town hall meetings for City Council to engage and assess the needs in different areas of the community.

**AGENDA ITEM SECTION:** Regular Agenda

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**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

City Council to hold mobile town hall meetings in different areas of the community.

**RECOMMENDATION:**

N/A





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 06/13/23

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Discussion and possible action on approving Ordinance No. 20230613-017 a Natural Gas Franchise Agreement with Universal Natural Gas, LLC. for the Windrose Green Subdivision.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) is seeking a franchise agreement with the City for its consent to construct, maintain and operate pipelines and equipment within the public rights-of-way of the City for the transportation, delivery, sale, and distribution of natural gas within the corporate limits of the City of Angleton.

The proposed franchise term is for twenty-five (25) years beginning on the effective date of the final passage of the ordinance, and shall be automatically renewed up to three (3) successive terms, with each renewal term lasting for five (5) years. The City will receive payment of five percent (5%) of Universal Natural Gas' gross receipts, per billing period, from the transportation and sale of natural gas for consumption within the municipal corporate limits of the City.

**RECOMMENDATION:**

Approve the Natural Gas Franchise agreement ordinance.

**ORDINANCE NO. 20230613-017**

**AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF ANGLETON, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF ANGLETON; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PRESCRIBING AN EFFECTIVE DATE.**

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

**SECTION 1.** DEFINITIONS

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. "Affiliate" means any person or entity that directly or indirectly owns or controls, that is directly or indirectly owned or controlled by, or that is under common ownership or control with Grantee.
- B. "City" means the City of Angleton, in Brazoria County, Texas, a municipal corporation, hereinafter also referred to as "Grantor".

- C. “City Secretary” means the City Secretary of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.
- D. “City Council” means the City Council of the City as the governing body of the City.
- E. “City Engineer” means the City Engineer of the City, the Public Works Director of the City, or such other officer of the City designated to approve engineering plans and designs for construction within Public Ways.
- F. “City Manager” means the City Manager of the City, the City Administrator of the City, or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.
- G. “Customer” means any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Grantee through any use of the Public Ways.
- H. “Franchise Fee” or “Franchise Fees” shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.
- I. “Franchise Agreement” refers to this Ordinance.
- J. “Gas Sales” means the sale of natural gas to Grantee’s Customers located within the corporate limits of the City by use of the System.
- K. “Gas Transportation” means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- L. “Grantee” shall mean UNIVERSAL NATURAL GAS, LLC, a Texas limited liability company, and its successors and assigns.
- M. “Gross Receipts from Gas Sales” shall constitute and include Grantee’s total receipts from Gas Sales to Grantee’s Customers within the corporate limits of the City. Grantee’s Gross Receipts from Gas Sales subject to the Franchise Fee shall specifically exclude, without limitation:
- [1] receipts from gas sales or services to Customers located at delivery points outside the corporate limits of the City;
- [2] revenues derived from monthly service fees and miscellaneous service charges, such as charges to connect, disconnect, or reconnect customers within the corporate limits of the City, charges to handle returned checks from consumers within the corporate limits of the City, and such other service charges as may, from time to time, be authorized in the rates of the Grantee;
- [3] sales of gas billed but not collected or received by the Grantee;



- [4] the revenue of any Affiliate of Grantee, to the extent that such revenue is also included in Gross Receipts from Gas Sales of the Grantee;
  - [5] sales taxes, gross receipts taxes, other applicable taxes under state or local law, and Franchise Fees collected by Grantee;
  - [6] any interest income earned by the Grantee; and
  - [7] all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Public Ways.
- N. "Gross Receipts from Gas Transportation" shall constitute and include Grantee's total receipts from its transportation of Transport Gas, consisting of receipts from cost of service. Grantee's Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation:
- [1] receipts from gas transportation services to Customers located at delivery points outside the corporate limits of the City;
  - [2] fees for gas transportation services billed but not collected or received by the Grantee;
  - [3] the revenue of any Person including, without limitation, an Affiliate of Grantee, to the extent that such revenue is also included in Gross Sales Revenues of the Grantee;
  - [4] sales taxes, gross receipts taxes, other applicable taxes under state or local law, and Franchise Fees collected by Grantee;
  - [5] any interest income earned by the Grantee; and
  - [6] all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Public Ways.
- O. "Permit" means the authorization to Grantee:
- [1] for the opening of the streets, avenues, alleys, other public places or Public Ways shown on maps or plans submitted by Grantee to the City Engineer, showing the streets, avenues, alleys, and other public places and the locations thereon wherein Grantee proposes to construct new mains and pipes,
  - [2] for the new construction or laying of the new mains and pipes by Grantee as shown on plans, and
  - [3] to perform all work on existing Grantee facilities or the System within the Public Ways or other City rights-of-way.

- P. “Person” means an individual, corporation, general or limited partnership, limited liability company, trust, association, or other business or legal entity.
- Q. “Public Ways” means the present and future streets, avenues, boulevards, parkways, lanes, alleys, bridges, sidewalks, easements, highways, and public places within the municipal corporate limits of the City, whether dedicated or not.
- R. “System” means Grantee’s system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, easements, highways, and any other public place within the municipal corporate limits of the City.
- S. “Transport Gas” means gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee’s System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee’s System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.

## **SECTION 2. GRANT OF FRANCHISE**

- A. Subject to the terms and conditions of this Franchise Ordinance, the Grantor hereby grants to Grantee, its successors and assigns and Affiliates, for the term of twenty-five (25) years from the effective date of this Ordinance, the right to enter upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas to Customers and the public generally within the municipal corporate limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee’s System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance.
- B. The Ordinance shall have the effect of and shall be a contract between Grantor and Grantee and shall be the measure of the rights and liabilities of Grantor as well as Grantee.
- C. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended. This is a non-exclusive franchise.

## **SECTION 3. FRANCHISE ASSIGNMENT, SALE OR LEASE**

Grantee is expressly given the power and privilege to sell, transfer or assign the franchise granted hereby, or any part of this franchise, to any person, entity or corporation, but Grantee and such buyer, transferee or assignee shall first notify Grantor of: the name of the buyer, transferee or

assignee; the type of service(s) intended to be provided through the facilities of such buyer, transferee or assignee; and the name, mailing address, and telephone number of a contact person associated with such buyer, transferee or assignee. Notice shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the City at the address and in the manner herein provided.

**SECTION 4. USE AND REPAIR OF THE PUBLIC WAYS**

- A. Grantee's System shall be erected, placed, extended, repaired, laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity, cause the least interference with other existing public uses of the Public Ways, including but not limited to existing sewer, water, pipes, electricity, telephone wires, public or private drains, and any other facilities within the City and also including those utilities granted by franchise or permit by the City. This Ordinance shall constitute the Permit to perform all work on existing Grantee facilities or the System within the Public Ways or rights of way.
- B. Except in the case of an emergency, within the City's full purpose jurisdiction, when Grantee desires to lay any new mains or replace any existing mains hereunder, and before commencing its new construction work or replacement of mains, it shall submit to the City Engineer, or other proper authority, a map or plan showing the streets, avenues, alleys, and other public places and the locations thereon wherein it proposes to construct such new or replacement mains and pipes. The City Engineer, or other proper authority, shall by written notice, either issue or deny the Permit to Grantee. Approval by the City Engineer, or other proper authority, shall constitute the Permit to Grantee for the opening of the streets, avenues, alleys and other public places shown on the map or plan, and for the new construction or laying of the new mains and pipes by Grantee or the replacement of existing mains and pipes as shown on the plan.

In the event that the Permit is denied, the City Engineer, or other proper authority, shall advise Grantee of the reasons for the denial and all necessary steps to secure approval of the Permit. Grantee shall have the right to immediately appeal the non-issuance of the Permit to the City Manager, and if not approved within ten (10) calendar days by the City Manager, Grantee may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the City Council fails to act on the appeal within ten (10) calendar days, the appeal will be deemed to be denied unless agreed otherwise in writing by Grantee and the City. Appeal of any decision made by the City Council shall be made to the District Court of Brazoria County, Texas, and an appeal from any decision of the District Court shall be as in all other civil actions.

This Subsection 4 (B) shall also apply to all other facilities and equipment of Grantee to be constructed or installed on public property within the City's full purpose jurisdiction.

- C. It shall not be necessary for Grantee to secure a Permit for the laying of service pipes from the mainline pipes of Grantee to its Customers.

- D. After any excavation or disturbance, Grantee shall, with due diligence and dispatch, place the Public Way in a condition in compliance with the Grantor's reasonable standards and specifications.

#### **SECTION 5.** REGULATION OF SERVICE

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice, and in accordance with all State, Federal and City regulations, and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction. The requirements set forth in this Section shall not relieve Grantee of any other obligations set forth herein.

#### **SECTION 6.** DEPTH OF PIPELINES

After the Effective Date of this franchise, Grantee's main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable state and federal rules, regulations and company policies establishing minimum safety standards for the design, construction, maintenance and operation of pipelines. Depth shall be measured from the lower of existing grade or proposed future grade as set forth on plans or other specifications existing at the time such lines are installed or replaced.

#### **SECTION 7.** DUTY TO MOVE OR ALTER LINES

- A. Grantor reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the Grantor, along, across, over or under the Public Ways. In permitting such work to be done, the Grantor shall be liable to the Grantee for any damage to Grantee's pipelines and facilities caused by Grantor or its agents' or contractors' negligence.
- B. When Grantee is required by Grantor to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by the Grantor, and Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through Grantor, then Grantee's costs and expenses shall be included in any application by Grantor for reimbursement, if Grantee provides the Grantor its appropriate cost and expense documentation prior to the filing of the application. Grantor shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to Grantor.
- C. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the Grantor without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.
- D. If Grantor shall require the Grantee to adapt or conform its System or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity



(whether public or private), other than the Grantor, to use the Public Ways, the Grantee shall be reimbursed by the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.

### **SECTION 8. INDEMNIFICATION**

Grantee and its successors and assigns shall indemnify, save, defend, protect and hold City and its agents, successors, assigns, legal representatives, employees, contractors, elected and non-elected officials and officers harmless from and against any and all claims, damages, losses, liabilities, demands, costs, causes of action, settlements, awards, penalties, fees assessments, fines, charges, demands, liens, punitive damages, attorney fees and judgments of every kind or character, known or unknown, fixed or contingent (collectively "Claims") arising out of the acts or omissions of the Grantee, its servants, agents, employees, contractors, subcontractors, licensees, or any other person or entity in connection with the Grantee and the operation of this franchise, including without limitation any claims arising from tort, personal injury, death, property damage or nuisance, provided however, that in the event of such claim or claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such claims. The indemnity provided for in this paragraph shall not apply to any Claims or liability resulting from the acts, omissions, or negligence of the City, its agents, legal representatives, employees, contractors, elected and non-elected officials and officers or any other person or entity in connection with the City.

### **SECTION 9. GRANTEE'S RATES, RULES AND REGULATIONS**

The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Texas, with the orders, rules or regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction, nor with the ordinances, and regulations of the Grantor insofar as they are consistent with the jurisdiction of the Railroad Commission of Texas or such other regulatory authority.

Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, any tariffs filed with Railroad Commission of Texas, available on the Railroad Commission of Texas's website, and attached to this Franchise Agreement as Exhibit A. Grantee shall maintain on file with City copies of its current tariffs, schedules or rates and charges, customer service provisions, and line extensions policies for the duration of this Ordinance.

### **SECTION 10. INSPECTION OF RECORDS**

Grantee shall permit Grantor or its agents to inspect, examine and audit, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee's pipelines in the City, and the books and records necessary to verify the franchise fee payment provided for in Section 11 hereof. Notwithstanding the obligation herein,

Grantee shall have the right to the reasonable protection of proprietary information and to provide redacted documents or require Grantor or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee but which do not unreasonably frustrate the purposes of this Section.

**SECTION 11.**            **CONSIDERATION FOR FRANCHISE: FRANCHISE FEE**

A.     As full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay Grantor as follows:

- [1]     Grantee shall collect the Franchise Fee from its Customers and shall pay Grantor a Franchise Fee the sum of which is equal to Five Percent (5%) of the Gross Receipts received by Grantee, per billing period, from the transportation and sale of natural gas for consumption within the municipal corporate limits of the City. The Franchise Fee shall include only Gross Receipts from Gas Sales to Customers located in the City; Gross Receipts from Gas Transportation to Transport Gas Customers with re-delivery points located in the City. All sums due from Grantee shall be in lieu of all other franchise fees, licenses, or occupational taxes, which may be levied or attempted to be levied on Grantee by the City.
- [2]     Grantee shall pay such Franchise Fee collected from its Customers to the Grantor under the terms of this Ordinance, based upon meters read on or after the Effective Date of this Ordinance. During the term of this Ordinance, Grantee shall collect from its Customers and pay the City on January 31<sup>st</sup> (for the last six months of the prior calendar year) and July 31<sup>st</sup> (for the first six months of the calendar year). Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts from Gas Sales and Gross Receipts from Gas Transportation in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless questioned by written notice provided by one party to the other within one year after payment thereof has been made.
- [3]     Any payments that are received after 5:00 P.M. of the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by the Grantor. Interest shall be calculated in accordance with the interest rate for customer deposits established in accordance with Texas Utilities Code Section 183.003 for the time period involved.
- [4]     It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the Public Ways or other public rights-of-way of the City, including expressly the charge permitted to be levied by the Texas Tax Code Sections 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise fees, licenses, easement or occupation taxes, levies, exactions, rentals, street-cut fees, inspection fees, right of way inspection fees, permit fees, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or

attempted to be levied in general by the City for the use of City's Public Ways and other rights-of-way, with the sole exception of sales taxes, ad valorem taxes and special assessments which are made without reference to or dependence upon Grantee's franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens.

The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City.

Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation or firm.

## **SECTION 12.**            CONDITIONS OF FRANCHISE

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, regulations, and ordinances of Grantor now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

To the extent that all or any other existing ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adoption and acceptance of this Ordinance.

In addition to all other rights, powers and remedies retained by the Grantee and Grantor under this Franchise Agreement or otherwise, in the event a dispute arises regarding the obligations under this Franchise Agreement, the Grantor shall give written notice specifying the nature of the dispute to the Grantee. The Grantee shall have 45 days from receipt of such notice to remedy the dispute. If the cure cannot reasonably be completed within such 45-day period, commercially reasonable best efforts to complete such cure shall be used. In the event a remedy does not occur, the Grantor shall give 20 days written notice of intent to pursue additional judicial and/or legal remedies to the Grantee, including but not limited to injunctions to prevent breaches of this Franchise Agreement and to enforce specifically the terms and provisions of this Franchise Agreement. Actions taken by Grantee in order to comply with then-current laws and regulations shall not be considered grounds for a dispute hereunder. Nothing herein shall be construed to limit Grantee's or Grantor's right to seek judicial determination of a breach of this Franchise Agreement.

## **SECTION 13.**            INVALIDITY OF ORDINANCE; SEVERABILITY

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due Grantor by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 11 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to Grantor and

Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas.

**SECTION 14.** EFFECTIVE DATE AND TERM

This ordinance shall take effect and be in full force immediately upon the date of its final passage (“Effective Date”).

**SECTION 15.** ACCEPTANCE BY GRANTEE

Grantee has consented to and agrees with this Franchise Agreement herein contemplated in this Ordinance as evidenced by the notarized signature of an authorized representative of Grantee on page 13.

**SECTION 16.** REPEALER

In the event any other Ordinance or part thereof is directly in conflict with any provision herein, this Ordinance shall govern and control.

**SECTION 17.** NO WAIVER OF POWER.

In granting this Franchise, the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith. The enumeration of special duties required of the Grantee shall not be construed as a limitation of the powers and duties conferred upon the City by the Constitution or laws of the State of Texas, or any present or future ordinances; and the Grantee shall perform all duties required by of it, by any valid ordinances not in conflict herewith adopted by the City, and by the laws of the State of Texas.

**SECTION 18.** CITY RESERVES POWER

The City retains exclusive control over its streets, including (without enumerating all of its powers and without limiting its other powers) the power to lay out, establish, open, alter, widen, lower, elevate, extend, grade, abandon, discontinue, abolish, close, sell, pave, supervise, maintain and improve all of its streets and to construct, maintain and repair sewer pipes, water mains, drainage systems and other public works within its streets. In the exercise of such powers, the City may, whenever it deems it to be necessary, require the Grantee to alter, lower, elevate, relocate, or remove its pipelines in any such street, as and when required by the City. Such alterations to the Grantee’s systems shall be made at Grantee’s expense, subject to the Grantee’s right to recover such costs from the ratepayers within the City pursuant to Section 104.112 of the Texas Utilities Code.

**SECTION 19.** VENUE

This Franchise Agreement is performable in Brazoria County, Texas and in the event of a dispute between such parties hereto, by agreement of such parties, venue shall be established in Brazoria County, Texas.





**SECTION 24. INSURANCE**

During the term hereof, the Grantee shall maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence. At the City’s request, the Grantee will provide a certificate of insurance evidencing such coverage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, THIS 13TH DAY OF JUNE, 2023.**

CITY OF ANGLETON, TEXAS

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John Wright  
Mayor

ATTEST:

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Michelle Perez, TRMC  
City Secretary

APPROVED AS TO FORM:

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City Attorney

The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Grantee this \_\_\_\_ day of \_\_\_\_\_, 2023.

**UNIVERSAL NATURAL GAS, LLC**

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

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

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

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, \_\_\_\_\_ of UNIVERSAL NATURAL GAS, LLC, and who represents he has been given authority to sign this Agreement by and on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**UNIVERSAL NATURAL GAS, LLC D/B/A UNIVERSAL NATURAL GAS, INC.  
RESIDENTIAL SERVICE  
RATE SCHEDULE RES**

**AVAILABILITY**

This schedule is available to residential consumers receiving natural gas service from UNIGAS (hereinafter called "Company").

**APPLICATION OF SCHEDULE**

The Company will provide distribution service for the delivery of gas supply through the Company's facilities to eligible residential customers residing in single family or multi-unit residential dwellings in which each unit requires a separate connection and meter. Gas supplied hereunder is for the individual use of the Consumer at one point of delivery and shall not be resold or shared with others. If the Consumer has a written contract with Company, the terms and provisions of such contract shall be controlling.

**BASE MONTHLY RATE**

For bills rendered on and after the effective date of this rate schedule, the monthly billing period rate for each customer receiving service under this rate schedule shall be the sum of the following:

Monthly Customer Charge:	\$25.43
Base Charge:	\$18.00
Interim Rate Adjustment:	\$7.43*
All Gas Consumed at:	\$3.14 per Mcf

**OTHER ADJUSTMENTS**

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule COG.

Taxes: Plus applicable taxes and fees related to above in accordance with the provisions of Rate Schedule TAXES.



Pipeline Safety Inspection Fee: The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety Inspection Fee, Rate Schedule PSFUG.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Rate Case Expense Rider: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE.

Miscellaneous Service Charges: The billing shall reflect adjustments in accordance with provisions of the Miscellaneous Service Charges, Rate Schedule M.

**UNIVERSAL NATURAL GAS, LLC D/B/A UNIVERSAL NATURAL GAS, INC.**  
**COMMERCIAL SERVICE**  
**RATE SCHEDULE COMM**

**AVAILABILITY**

This schedule is available to commercial and other non-residential (hereinafter called "Commercial") customers receiving natural gas service from UNIGAS (hereinafter called "Company").

**APPLICATION OF SCHEDULE**

The Company will provide distribution service for the delivery of gas supply through the Company's facilities to eligible Commercial customers in which each unit requires a separate connection and meter. Gas supplied hereunder is for the individual use of the Customer at one point of delivery and shall not be resold or shared with others. If the Customer has a written contract with Company, the terms and provisions of such contract shall be controlling.

**BASE MONTHLY RATE**

For bills rendered on and after the effective date of this rate schedule, the monthly billing period rate for each customer receiving service under this rate schedule shall be the sum of the following:

<b><u>UNIGAS – COMMERCIAL TARIFF MATRIX</u></b>				
<b><u>COMMERCIAL CUSTOMER DESCRIPTION</u></b>	<b><u>MONTHLY CONSUMPTION CRITERIA</u></b>		<b><u>BASE COMMERCIAL TARIFF RATES</u></b>	
	<b><u>Equal to or Greater Than:</u></b>	<b><u>Less Than or Equal to:</u></b>	<b><u>Monthly Meter Charge</u></b>	<b><u>Commodity</u></b>
	Small Commercial	<i>0.0 Mcf/Mth.</i>	<i>150.0 Mcf/Mth.</i>	<i>\$45.00/Mth. (Base) + \$27.11/Mth. (Interim Rate Adj.)* =  \$72.11/Mth. (Total)</i>
Large Commercial	<i>150.1 Mcf/Mth.</i>	<i>N/A</i>	<i>\$175.00/Mth. (Base) + \$495.07/Mth. (Interim Rate Adj.)* =  \$670.07/Mth. (Total)</i>	<i>\$2.91/Mcf</i>

**OTHER ADJUSTMENTS**

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule COG.

Pipeline Safety Inspection Fee: The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety Inspection Fee, Rate Schedule PSFUG.

Taxes: Plus applicable taxes and fees related to above in accordance with the provisions of Rate Schedule TAXES.

Rate Case Expense Rider: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE.

Miscellaneous Service Charges: The billing shall reflect adjustments in accordance with provisions of the Miscellaneous Service Charges, Rate Schedule M.